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RCA 13-076

ORDINANCE NO. 50-14

AN ORDINANCE PROVIDING FOR THE ACCEPTANCE OF A JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT BETWEEN THE CITY OF MEDINA AND THE TOWNSHIP OF LAFAYETTE TO CREATE AND PROVIDE FOR THE OPERATION OF THE MEDINA-LAFAYETTE JOINT ECONOMIC DEVELOPMENT DISTRICT IN ACCORDANCE WITH SECTION 715.71 OF THE OHIO REVISED CODE.

WHEREAS: The City of Medina and the Township of Lafayette have negotiated and intend to enter into a City of Medina-Lafayette Township Joint Economic Development District Contract to create and provide for the operation of the Medina-Lafayette Joint Economic Development District in accordance with Section 715.71 of the Ohio Revised Code for their mutual benefit and for the benefit of their residents and of the State of Ohio; and

WHEREAS: The notice of public hearing by Medina City Council was duly published on March 14, 2014 and the City Council held the public hearing concerning the Joint Economic Development District Contract at 7:30 p.m. on Monday, April 14, 2014, at the Medina Municipal Building. The public hearing allowed for public comment and recommendations prior to final approval of the Contract.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:

SEC. 1: That the Mayor and Finance Director are hereby authorized to enter into a Joint Economic Development District Contract between the City of Medina and Lafayette Township creating a Joint Economic Development District.

SEC. 2: That a copy of the Joint Economic Development District Contract is marked Exhibit A, attached hereto and incorporated herein, together with district maps and all documentation related to the Contract.

SEC. 3: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 4: That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: April 14, 2014

SIGNED: John M. Coyne, III
President of Council

ATTEST: Catherine L. Woodcock
Deputy Clerk of Council

APPROVED: April 15, 2014

SIGNED: Dennis Hanwell
Mayor

Medina County Gazette - Legal Advertising
Please publish once: March 13, 2014

NOTICE OF PUBLIC HEARING

The Medina City Council will hold a public hearing Monday, April 14, 2014 at 7:30 p.m. in the Council Rotunda of the Medina City Hall located at 132 North Elmwood Avenue, Medina, Ohio. The public hearing is to consider the City of Medina-Lafayette Township Joint Economic Development District Contract. A copy of the proposed Contract, together with copies of the District maps and plans related to or part of the Contract shall be available for viewing at the Office of Medina City Council, Medina City Hall, 132 N. Elmwood Avenue, Medina, Ohio.

Interested persons are requested to appear and voice their opinions thereto.

By order of the Council of the City of Medina, Ohio.

Kathy Patton, Clerk of Council
City of Medina

**CITY OF MEDINA-LAFAYETTE TOWNSHIP
JOINT ECONOMIC DEVELOPMENT DISTRICT
CONTRACT**

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**CITY OF MEDINA-LAFAYETTE TOWNSHIP
JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT**

This City of Medina-Lafayette Township Joint Economic Development District and Annexation Contract (the "Contract") is made and entered into as of April 14, 2014, by and between the Township of Lafayette, Medina County, Ohio (the "Township") and the City of Medina, Ohio (the "City") in accordance with the terms and provisions set forth herein.

RECITALS

A. The Township and the City (the "Contracting Parties") intend to enter into this Contract to create and provide for the operation of the City of Medina-Lafayette Township Joint Economic Development District in accordance with Sections 715.72 through 715.83 of the Ohio Revised Code for their mutual benefit and for the benefit of their residents and of the State of Ohio (the "State");

B. The Township and the City, also for their mutual benefit and benefit of their residents, do also hereby enter into an agreement under ORC Section 709.192 as relates to certain limitations on annexation;

C. The legislative authorities of the Township and the City have each authorized and directed the Township and the City, respectively, to make and enter into this Contract by and through their respective officers in accordance with Ordinance No. 50-14, passed by the City on April 14, 2014, and Resolution No. 9-2014, adopted by the Board of Township Trustees on April 14, 2014.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Contract, the Township and the City agree and bind themselves, their agents, employees and successors, as follows:

Section 1. Creation of District: Name. The Township and the City, by their combined action evidenced by the signing of this Contract, hereby create a joint economic development district and annexation agreement in accordance with the terms and conditions of this Contract. The joint economic development district created by and pursuant to this Contract shall be known as the “City of Medina-Lafayette Township Joint Economic Development District.” The Board of Directors (the “Board”) of the District may change the name of the District by resolution of the Board.

Section 2. Contracting Parties. The “Contracting Parties” to this Contract are the Township of Lafayette, Medina County, a township existing and operating under the laws of the State, and the City of Medina, a municipal corporation existing and operating under the laws of the State, including the Charter of the City, and their respective successors, in all or in part.

Section 3. Purpose. The Township and the City intend that the creation and operation of the District shall, and it is the purpose of the District, to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the State, the Township, the City and the District.

3.1. It is the further purpose of the District and this Contract to place certain limitations on annexation pursuant to Section 11 hereof.

Section 4. Territory of the District. The territorial boundaries of the District are described in Exhibits A-1 and A-2 attached to and made part of this Contract. The JEDD shall include property located within the District (hereinafter “District”) as well as a potential expansion

area that could be added to the District after the execution of this Contract (hereinafter the "Expansion Area") both of which are depicted on Exhibits A-1 and A-2. This Contract incorporates and includes all exhibits attached hereto. As property within the Expansion Area is added to the District, the definition of District shall be and is hereby revised to include such Expansion Area. The District and the Expansion Areas area located entirely within the County of Medina (the "County") and do not include any "parcel of land" (as defined in Section 715.73(C) of the Revised Code) that is owned in fee by or is leased to a municipal corporation or township, except, if any, land owned by a Contracting Party. Furthermore, no electors reside within the area or areas comprising the District.

Section 5. Addition and Removal of Areas from District.

5.1. Addition to District. The Contracting Parties may amend this Contract from time to time to add to the District any area that was not originally included in the District when this Contract became effective, in accordance with Section 715.761 of the Revised Code. The Contract may be so amended by amending Exhibits A-1 and A-2 or by adding one or more exhibits to the Contract. The Township and the City, individually and collectively, fully intend that other areas be added to the District (or other joint economic development districts be created for such areas). Each of the Contracting Parties agrees to cooperate with the other to amend this Contract to add other areas to the District (or to create other joint economic development districts for such areas) in the future.

5.2. Expansion Area. In general, it is intended by the Contracting Parties that the District will include as Expansion Area all land which develops any uses other than residential uses and which is located within such Expansion Area depicted on the map attached hereto as Exhibit A-2. It is further intended by the Contracting Parties that such uses within the

Expansion Area shall become part of the District through amendments to this Contract in accordance with Section 715.761 of the Revised Code. The Contracting Parties shall endeavor to obtain signed petitions from property owners and owners of businesses within the Expansion Area in order to achieve a majority of each such class of owners sufficient to add areas to the District.

5.2.1. Residential properties and developments within the Township shall not be required to join the District.

5.3 Utility Services Within the Expansion Area. At its option, the appropriate governmental service provider shall provide utility services, including potable water and sanitary sewer services, if available. The Contracting Parties shall have no obligation to provide said utility services.

5.4. Removal from District. The Contracting Parties may also amend this Contract from time to time to remove an area from the District in accordance with the procedure set forth in Section 14 of this Contract.

Section 6. Term.

6.1. The initial term of this Contract shall commence on the effective date of this Contract and shall terminate fifty (50) years thereafter, unless otherwise terminated prior to that date as provided herein. The effective date of this Contract shall be the thirty-first day after its approval, in accordance with Section 715.77(A)(4) of the Revised Code.

6.2. This Contract may be renewed and extended without further action by the Contracting Parties for an additional fifty (50) year period (the "Renewal Period") unless both parties, by ordinance of City Council and Resolution of the Township Trustees, passed

within sixty (60) days of each other, agree not to renew such contract within six (6) months prior to its termination date.

6.3. This Contract may be terminated at any time by mutual consent of the Township and the City as authorized by their respective legislative authorities as provided herein. In order for such termination to be effective, the legislative actions of the Contracting Parties that terminate this Contract must occur and be effective within a period of sixty (60) days of each other.

6.4. The provision herein for the initial term and any extension of this Contract recognizes that the accrual of benefits to the parties from this Contract may take decades and that the construction of utility facilities and other possible capital improvements provided for herein is of permanent usefulness and duration.

6.5. Notwithstanding Section 13 hereof, this Contract may also be terminated by the City if it is determined at any time, for any reason, by a court of competent jurisdiction that (i) this Contract could not be entered into, cannot be implemented or is invalid or (ii) the Income Tax provided for in Section 10 hereof is not legal or valid or the District, for any reason, may not levy, collect or distribute that Income Tax in accordance with this Contract. The determination to so terminate this Contract shall be evidenced by a written notice of such termination from the City to the Township pursuant to such final Court decision, and all appeals if pursued by the City. The termination shall occur on the date set forth in that notice. If this Contract is terminated upon the exercise of this option, the Contracting Parties shall have no further obligations under this Contract.

6.6. In the process of termination of this Contract but prior to final termination, any real or personal property, assets or funds of the District shall be distributed between the

Township and the City as follows: the Township 50% and the City 50%. Before any such distribution, the District shall first use any such property, assets or funds to pay, reduce or settle any obligations, debts or liabilities of the District in accordance with the terms under which such obligations, debts or liabilities were originally incurred. Obligations of the District include, but are not limited to, obligations of the District to one or more of the Contracting Parties under this Contract or separate agreements for the provision of money, services, facilities, capital improvements or other contributions to the District or otherwise. To the extent permitted by law, obligations of the District to a Contracting Party shall take precedence over other obligations, debts or liabilities of the District.

Nevertheless, in no event shall either of the Contracting Parties be responsible for or liable to any party for any obligations, debts or liabilities incurred by the District.

6.7. Pursuant to Section 715.74(D) of the Revised Code, this Contract shall continue in existence throughout its term and shall be binding on the Contracting Parties and on any entities succeeding the Contracting Parties, whether by annexation, merger or otherwise. Any portion of the territory of the District (not now in a municipal corporation) that is included within a municipal corporation by annexation, merger or otherwise, after the date of this Contract, shall continue to be part of the District subject to the terms of this Contract and to the Income Tax provided for in Section 10 hereof.

Section 7. Contributions to the District/Other Services. In accordance with Section 715.74 of the Revised Code, the City and the Township each agree to contribute to the development and operation of the District.

7.1. **Safety Services:** The City and Township shall retain all mutual aid agreements in place on the date of this Contract, if any, until expiration, or beyond if the parties

thereafter agree. The level of safety services within District shall be the same as within the Township.

7.2. Road Construction and Maintenance. The Township cannot be compelled to construct roadways within the District. However, the Township agrees to maintain new Township roadways constructed within the District after construction and transfer of the same under the following terms and conditions:

7.2.1. The roadway has been constructed in accordance with applicable standards and specifications and has been transferred to the Township for ownership and maintenance purposes.

7.2.2. The Township may, at its discretion, decline to accept any such roadway for maintenance purposes.

7.2.3. The Township agrees to perform the following maintenance on such roadways which are accepted by it:

7.2.3.1. Maintenance of traffic control devices (i.e., signs and signals other than railroad crossings) installed per applicable development standards;

7.2.3.2. Clearing snow and ice from streets and roads;

7.2.3.3. Salting or in some other way de-icing streets and roads;

7.2.3.4. Pavement maintenance-including berm and shoulder repair, crack sealing, pothole repair, resurfacing (defined as replacing two inches or less of surface pavement), chip and seal resurfacing or its equivalent, stripping, setting reflective safety devices in pavement (when required by state guidelines) and any other fixing of pavement generally regarded by political subdivisions (including the Ohio Department of Transportation) as pavement maintenance);

7.2.3.5. Road right-of-way maintenance, including repairing or replacing turf, mowing grass, cleaning up trash and litter, cleaning and fixing drainage ditches and storm water retention areas within the roadway right-of-ways, repairing and replacing guardrails and any other cleaning and fixing of road right-of-way generally regarded by political subdivisions (including Ohio Department of Transportation) as road right-of-way maintenance;

7.2.3.6. All roadways as defined above which the Township is required to maintain shall count as Township roads for road tax purposes and gas tax distribution due to the Township's obligation to maintain those roadways;

7.2.3.7. For purposes of this Agreement, the term "reconstruction" does not mean asphalt overlay of more than two (2) inches and does not include reconstruction of the road base and

road drainage facilities. Said reconstruction shall be paid for and performed pursuant to the mutual agreement of the contracting parties at that time, provided, however, that none of the Contracting Parties shall be obligated to contribute to the same.

7.3. Other Services.

7.3.1. Utility Services Within the District.

At its option, the appropriate governmental service provider shall provide utility services, including potable water and sanitary sewer services, if available. The Contracting Parties shall have no obligation to provide said utility services.

7.3.1.1. Other Obligations of the Parties.

(a) The City, at its discretion, shall provide services to assist the District with planning, marketing, promotion and related activities to facilitate economic development in the District. The Township and the City may provide secretarial services and other staffing as each Contracting Party, in its sole discretion, determines, at no cost to the District. In addition, the Board may contract for such services with either or both of the Contracting Parties on such terms as the Board and the respective Contracting Parties may agree. However, the District may not enter into a contract with one of the Contracting Parties without the consent of the other Contracting Party.

(b) For the term of this Contract, but only so long and to the extent to which the area within the District is not located within a municipality (hereafter “unincorporated area”), the Township shall provide the same services to the unincorporated areas of the District that it provides to other unincorporated areas of the Township, including but not limited to, police and fire protection services, as well as zoning services.

(c) The City and Township shall prepare, or cause to be prepared, all documents of the City and the Township relating to the formation of the District, including but not limited to, this Contract, notices, forms of City, Township, County and District legislation and election proceeding, if any. Any costs incurred and paid by the City and Township in preparing such documents or otherwise incurred by the City and Township in assisting in the establishment of the District shall be reimbursed to the City and Township from Distributable Revenues as defined by and in accordance with the distribution of such revenues as set forth in Section 10 hereof. Any costs incurred and paid by the City and Township in connection with such preparation or in identifying property owners and businesses within the District, describing the District boundaries and obtaining signatures on petitions for the creation of the District shall be reimbursed to the City and

Township from Distributable Revenues in accordance with the distributions set forth in Section 10 hereof.

(d) Further, the Contracting Parties may, but are not required to, make other financial contributions to the District. The Contracting Parties shall cooperate with the Board in obtaining financial assistance, both public and private, for economic development projects, but shall not be required to assume any financial obligation in doing so. Additionally, neither the Township nor City shall be obligated to make expenditures pursuant to this Contract in excess of the Distributable Revenues derived from this Contract without their consent.

Section 8. Board of Directors.

8.1. The Board of Directors shall be established in accordance with Section 715.78(A) of the Revised Code. If there are businesses located and persons working within the area or areas to be included in the District, the Board shall be composed of the following members:

8.1.1. one member representing the City, to be appointed by the Mayor with the approval of the City Council;

8.1.2. one member representing the Township, to be appointed by the Township Trustees;

8.1.3. one member representing the owners of businesses located in the District, to be appointed by the Township Trustees for the initial such appointment and for each succeeding appointment thereafter;

8.1.4. one member representing the persons working within the District, to be appointed by the Mayor with the approval of City Council for the initial appointment and for each succeeding appointment thereafter;

8.1.5. one member selected by the above-described other members.

8.2. If there are no businesses located or persons working within the area or areas to be included in the District, the Board shall be composed of the members as set forth in 8.1.1., 8.1.2., and 8.1.5. above. If the Board is originally composed of the members as set forth in 8.1.1., 8.1.2. and 8.1.5. above and, subsequently, one or more businesses are located, or persons begin working, in the District, the Board shall be increased to five members within sixty (60) days of the location of such business by the appointment of the members as set forth in 8.1.3. and 8.1.4. above in accordance with the procedure for such appointment as set forth above.

8.3. The terms of service of each member shall be established in accordance with Section 715.78(A) of the Revised Code. The members of the Board shall serve without compensation as such members. Necessary and authorized expenses incurred by members on behalf of the District shall be reimbursed from District funds in accordance with procedure established by the Board. Each member shall attend all meetings unless excused by action of the other members. A member who is absent without being excused from three consecutive meetings shall be deemed to have resigned as a member of the Board. In the event of the death, disqualification, removal or resignation of any member of the Board, a new member shall be appointed in the same manner as set forth above to serve as successor for the unexpired term of such member.

8.4. A member of the Board may be removed by the appointing party for "cause", which shall mean: willfully failing to perform a duty expressly imposed by this Contract or by law with respect to his or her office; or willfully performing any act forbidden by law with respect to his or her office; or failing to achieve the faithful, efficient and intelligent administration of his or her duties of office as required by this Contract or by law; or engaging in conduct unbecoming to such office. Removal shall be effective upon receipt of written notice of removal and the reasons therefore by the Board member being removed.

8.5. The Chairperson of the Board shall be the Board member as provided in Section 715.78(A) of the Revised Code. The Board shall elect the following officers (who along with the Chairperson shall constitute the "Officers" of the Board) from among its members: a Vice Chairperson, a Secretary and a Treasurer. The Officers (except the Chairperson) shall be elected at the first meeting of the Board and thereafter every year for a one-year term and shall serve until their respective successors take office. The Board shall establish a procedure for conducting those elections. The Officers shall perform such duties as provided herein and such additional duties as may be provided from time to time by the Board.

Section 9. Powers, Duties, Functions.

9.1. The Board shall meet at least once each calendar year, or more frequently as the Board may determine necessary, on a date determined by the Board, provided that the first meeting of the Board shall be within 60 days after this Contract becomes effective, on a date agreed to by the Contracting Parties. The Board shall adopt procedures for holding and conducting regular and special meetings. The Board shall establish a mailing address

and shall hold its meetings within the City or Township at whatever location is determined by the Board from time to time.

9.2. For the purpose of conducting a Board meeting, the attendance of at least a majority of the members shall be required and shall constitute a quorum. The Board shall act through resolutions adopted by the Board. A resolution must receive the affirmative vote of at least a majority of members of the Board to be adopted. A resolution adopted by the Board shall be immediately effective unless otherwise provided in that resolution or by Sections 715.72 through 715.83 of the Revised Code.

9.3. The Board may adopt "Bylaws" for the regulation of the affairs of the Board and the conduct of the business of the Board consistent with this Contract. The Bylaws shall be in substantially the form as attached as Exhibit B hereto. The Bylaws may be amended or supplemented from time to time by the Board.

9.4. The Chairperson shall preside over and conduct the meetings of the Board in accordance with its Bylaws or other procedures adopted by the Board. The Chairperson may call special meetings of the Board by giving notice of such meeting, as provided by the Bylaws, to each member delivered to his or her residence or place of business. A majority of the members of the Board may also call a special meeting by providing the same notice.

9.5. The Vice Chairperson shall act as Chairperson in the temporary absence, incapacity, resignation or removal of the Chairperson.

9.6. The Secretary shall be the records officer of the Board and shall have those duties as set forth in the Bylaws.

9.7. The Treasurer shall be the fiscal officer of the Board and shall have those duties as set forth in the Bylaws.

9.8. The Bylaws shall designate those Officers who may sign documents on behalf of the Board and those Officers who are required to obtain a fiduciary bond in connection with their duties to the District.

9.9. The Board shall adopt an annual budget for the District. The fiscal year of the District shall be the same as the fiscal year of the City. The budget shall estimate the revenues of the District and expenses of the District. The Board shall provide a copy of the annual budget to the Contracting Parties promptly after its adoption. The Board shall establish an appropriations procedure to provide for payment of the expenses of the District and the distribution of Distributable Revenues pursuant to and consistent with this Contract.

9.10. The Board is authorized to take such necessary and appropriate actions, or establish such programs, to facilitate economic development in the District in accordance with the purposes of this Contract and the funds appropriated or available for such actions or programs.

9.11. The Board may enter into an agreement with the City to administer and implement employment and discharge of, and salaries, benefits and work rules established for, employees of the District. All costs of employment, including but not limited to, compensation, salaries, benefits, taxes and insurance, shall be paid from Distributable Revenues of the District. The City shall not be the employer and shall have no responsibility or liability for any costs of employment or any other costs, expenses or liabilities arising from such employment.

9.12. This Contract grants the Board the power and authority to adopt a resolution to levy a payroll Income Tax within the District in accordance with Section 715.74 of the Ohio Revised Code and Section 10 hereof.

9.13. The Board is authorized to do all acts and things necessary or convenient to carry out the powers granted in this Contract.

9.14. No city ordinances, resolutions, rules and regulations, codes or other requirements of the City shall apply to or affect properties within the District, except those which are necessary to levy and collect the Income Tax contemplated herein. However, if the Contracting Parties jointly agree hereafter, such other said ordinances, resolutions, rules and regulations, codes or other requirements may apply within the District or Expansion Area.

9.15. In accordance with Section 715.81 of the Revised Code, the Township may exercise all of the powers of a township, and may perform all of the functions and duties of a township, within the District, including but not limited to, those powers, functions and duties set forth elsewhere in this Contract, as well as such others that are determined by the Township to be necessary to carry out the purposes of this Contract, all of which such exercise and performance shall be deemed to be pursuant to and consistent with this Contract.

Section 10. Income Tax.

10.1. The Board at its first meeting shall adopt a resolution to levy an Income Tax, including a payroll Income Tax and net profits tax, at a rate of 1.25% in the District in accordance with Section 715.74 of the Revised Code (hereafter collectively the "Income Tax"). The Income Tax shall go into effect immediately upon adoption of that resolution.

The rate of the Income Tax shall change from time to time so that it is equal to the highest rate of the municipal Income Tax levied by the City. The revenues of that Income Tax shall be used for the purposes of the District and the Contracting Parties pursuant to this Contract. All amounts received pursuant to the levy of said Income Tax shall be called "Distributable Revenues".

10.2. The Board shall adopt, by resolution, all of the provisions of the payroll Income Tax and Net Profits Tax legislation of the City, as that legislation may be amended from time to time, as applicable to the District payroll Income Tax and Net Profits Tax. The Income Tax levied by the Board pursuant to this Contract and Section 715.74 of the Revised Code shall apply in the entire District throughout the term of this Contract, and any renewal of the Contract notwithstanding that all or a portion of the District becomes subject to annexation, merger or incorporation.

10.3. The Board, at its expense, shall enter into an agreement with the City to administer, collect and enforce the Income Tax on behalf of the District (the "Tax Agreement"). Such Tax Agreement shall permit the City to enforce and collect such taxes, or hire or contract with another entity to enforce and collect such taxes within the District, and withhold certain fees for performing such services.

10.4. The Distributable Revenues shall be divided between the Township and City as follows: Fifty Percent (50%) to the City and Fifty Percent (50%) to the Township. All Distributable Revenue shall be collected and held by the City in escrow on behalf of the District as a requirement of the Tax Agreement, and distributions of the same shall be computed monthly, paid monthly, and adjusted quarterly pursuant to such Agreement and

this Contract. However, prior to any said distribution of the Distributable Revenues, the following items shall be paid first, and in the following order of priority:

10.4.1. The Board shall pay reimbursement to the Township and City for start up costs, including attorney fees and other costs referenced in Section 7.3.1.4. (C), upon presentation of an invoice approved by the Board, which approval shall not be unreasonably withheld.

10.4.2. After payment of said start up and other costs, pursuant to Section 715.74(C)(3) of the Revised Code, the District shall annually set aside from the Distributable Revenue an amount not to exceed twenty percent (20%) for the first fiscal year of the District, and up to twenty percent (20%) per year thereafter of the amount of the Income Tax collected (*i.e.* all amounts collected from the levy of the Income Tax each year) for long-term maintenance of the District (the "District Maintenance Amount"). The Board shall, annually, vote on the percentage of said Distributable Revenue, up to said twenty percent (20%), which it shall receive for the following year. The said District Maintenance Amount may only be increased with the joint agreement of the Contracting Parties. Long-term maintenance of the District shall mean providing for the administration of the District, which shall include but is not limited to the administration and collection of the District Payroll Income Tax. The Board shall use its revenues to meet the current obligations of the District, including but not limited to, obligations of the District to one or more of the Contracting Parties under this Contract (including but not limited to the Tax Agreement) or under separate agreements for the provision of money, services, facilities, capital improvements or other contributions to the District, in accordance

with the terms under which such obligations, debts or liabilities were originally incurred. The Board shall not be permitted to enter into any agreement with a Contracting Party without the consent of the other Contracting Party. To the extent permitted by law, obligations of the District to a Contracting Party shall take precedence over other obligations, debts or liabilities of the District.

10.5. The Distributable Revenues may be used by the District, the Township and the City to encourage and promote economic development in the District and/or in the Township and/or in the City, including, but not limited to, maintaining and improving the infrastructure facilities of the District and the Contracting Parties (including paying debt charges related thereto), providing safety and health services within the District and with the Contracting Parties, providing urban and economic development planning, engineering, counseling, consulting, marketing and financing services for the District and for the Contracting Parties, and generally improving the environment for those working and residing in the District and in the Contracting Parties. Notwithstanding the above, the Contracting Parties may allocate their share of Distributable Revenues in any manner and for any purpose permitted by law. However, notwithstanding the above, all expenditures by the District must be directly related to improvements for or within the District.

10.6. The Treasurer of the District shall make an annual report (or as otherwise required by law) to the Board regarding the receipt and distribution of the Income Tax of the District and the operating income and expenses of the District for the preceding year and projections for the next year. The Treasurer's report shall be provided to the Contracting Parties.

Section 11. Annexation. In accordance with ORC Section 715.79(B) and Section 709.192, the City shall not annex any territory or accept any territory being annexed from within the District, the Expansion Area, or any property used for residential purposes located in the Township, during the term of this Contract without the consent of the Township. In addition, the City agrees that it will not support petitions for annexation by any other City of property in the District or the Expansion Area. Further, both parties pledge and agree to use best efforts and exercise all reasonable means available, including litigation, to prevent annexation of any territory in the District or Expansion Area. The cost of such efforts shall be shared equally by the Contracting Parties.

Section 12. Zoning; Planning; Building Standards. The Township shall be the zoning and planning authority for the District. The Township agrees to consider rezoning any property to a non-residential classification as necessary to add the property to the District. The Township agrees to establish and maintain, to the extent permitted by law, the zoning of such property as non-residential. Medina County shall be the building permit issuing authority for the District. The provisions of this Section 12 constitute an agreement by the Contracting Parties pursuant to Section 715.80 of the Revised Code, provided that the City and the Township may enter into other agreements in accordance with Section 715.80 of the Revised Code.

Section 13. Defaults and Remedies; Mediation. A failure to comply with the terms of this Contract shall constitute a default hereunder. The Contracting Party in default shall have 60 days after receiving written notice from the other Contracting Party of the event of default to cure that default. As long as either party diligently pursues such cure, then such party shall not be considered in default for one year after receipt of such notice. If the default is not cured within that time period, the non-defaulting Contracting Party may sue the defaulting Contracting Party

for specific performance under this Contract or for actual damages or both. Other than as provided in Section 6 hereof, this Contract may not be canceled or terminated because of a default unless the Township and the City agree to such cancellation or termination.

In the event that the Township and the City have a dispute under this Contract whether related to breach of or default under this Contract by a Contracting Party or otherwise, and prior to filing any litigation in connection with such dispute, the Contracting Parties and the District shall participate in formal mediation (the "Mediation") for a period of 90 days (or more if so determined by the Contracting Parties and the District). The Mediation shall be conducted by utilizing a mediator selected from a list of attorneys trained in mediation supplied by the Medina County Bar Association. In the event that such mediation period would prevent a party from taking necessary action for injunctive relief to prevent an immediate risk of irreparable harm or to preserve rights that may be extinguished by a time limitation bar, then the party may make such court filings as are necessary to preserve the status quo during mediation, after which the mediation period shall immediately commence.

Section 14. Amendments. In addition to the amendments provided for in Section 5 hereof, this Contract may be amended by the Township and the City only in a writing approved by the respective legislative authorities of each of the Contracting Parties by appropriate legislation authorizing that amendment. In order for such amendment to be effective, the legislative actions of the Contracting Parties that amend this Contract must occur and be effective within a period of seventy-five (75) days of each other.

Section 15. Binding Effect; Mandamus. This Contract shall inure to the benefit of and shall be binding upon the District, the Township and the City and their respective permitted successors, subject, however, to the specific provisions hereof. This Contract shall not inure to

the benefit of anyone other than as provided in the immediately preceding sentence. All of the obligations and duties of the Board, the City and the Township under this Contract are hereby established as duties specifically enjoined by law and resulting from an office, trust or station upon the Board, the City and the Township within the meaning of Section 2731.01 of the Revised Code.

Section 16. Support of Contract. The Township and the City agree to cooperate with each other and to use their best efforts to do all things necessary for the creation and continued operation of the District, including, but not limited to, promoting the approval by the electors of the Township of the resolution authorizing this Contract, if necessary. In the event that this Contract or any of its terms, conditions or provisions is challenged by any third party or parties in a court of law, the Township and the City agree to cooperate with one another and to use their best efforts in defending this Contract with the objective of upholding this Contract. The Township and the City shall each bear its own costs in any such proceeding challenging this Contract or any term, condition or provision thereof, provided that the Board shall reimburse the Township and the City for such costs to the extent funds of the District are available. In the event that District funds are not available and appropriated therefore, the costs of any such proceeding shall be allocated among the Contracting Parties as follows: the Township fifty percent 50% and the City fifty percent 50%.

Section 17. Signing Other Documents. The Contracting Parties agree to cooperate with one another and to use their best efforts in the implementation of this Contract and to sign or cause to be signed, in a timely manner, all other necessary instruments and documents, and to take any and all actions, in order to effectuate the purposes of this Contract.

Section 18. Severability. In the event that any section, paragraph or provision of this Contract, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason:

(a) that illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof made, assumed, entered in to or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein.

(b) the illegality or invalidity or any application hereof or thereof shall not affect any legal and valid application hereof or thereof, and

(c) each section, paragraph, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.

Section 19. Governing Law. This Contract shall be governed exclusively by and construed in accordance with the laws of the State, and in particular, Section 715.72 through 715.83 and Section 709.192 of the Revised Code. In the event that Sections 715.72 through 715.83 or Section 709.192 of the Revised Code are amended or supplemented by the enactment of a new section or sections of the Revised Code relating to joint economic development districts or annexation agreements, the Contracting Parties shall be bound by the provisions of Sections 715.72 through 715.83 and 709.192 existing on the date of this Contract unless both parties agree to be bound by said Sections 715.72 through 715.83 and 709.192 as amended or supplemented, to the extent permitted by law. Nothing in this Contract shall limit the ability of the District, the City or the Township to aggregate to acquire preferential rates for telecable, telephone, gas, electric or other utility services.

Section 20. Miscellaneous. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof. When using the phrase "to the extent permitted by law" herein, "law" means statutes of the State as interpreted by the courts of the State or the federal courts.

Section 21. Tax Abatement, Exemptions, Incentives, TIFs. No tax abatements, tax exemptions, tax incentives or TIFs shall be granted on property within the District without the consent of both Contracting Parties.

IN WITNESS WHEREOF, the Township and the City have caused this Contract to be duly signed in their respective names by their duly authorized officers as of the date hereinbefore written.

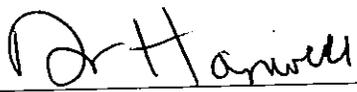
TOWNSHIP OF LAFAYETTE

By: 
Trustee-Chairman

By: 
Trustee-Vice Chairman

By: 
Trustee

CITY OF MEDINA

By: 
Mayor Dennis Harwell
4-15-14

Approved as to legal form:

By: William L. Stone
Attorney
Township of Lafayette

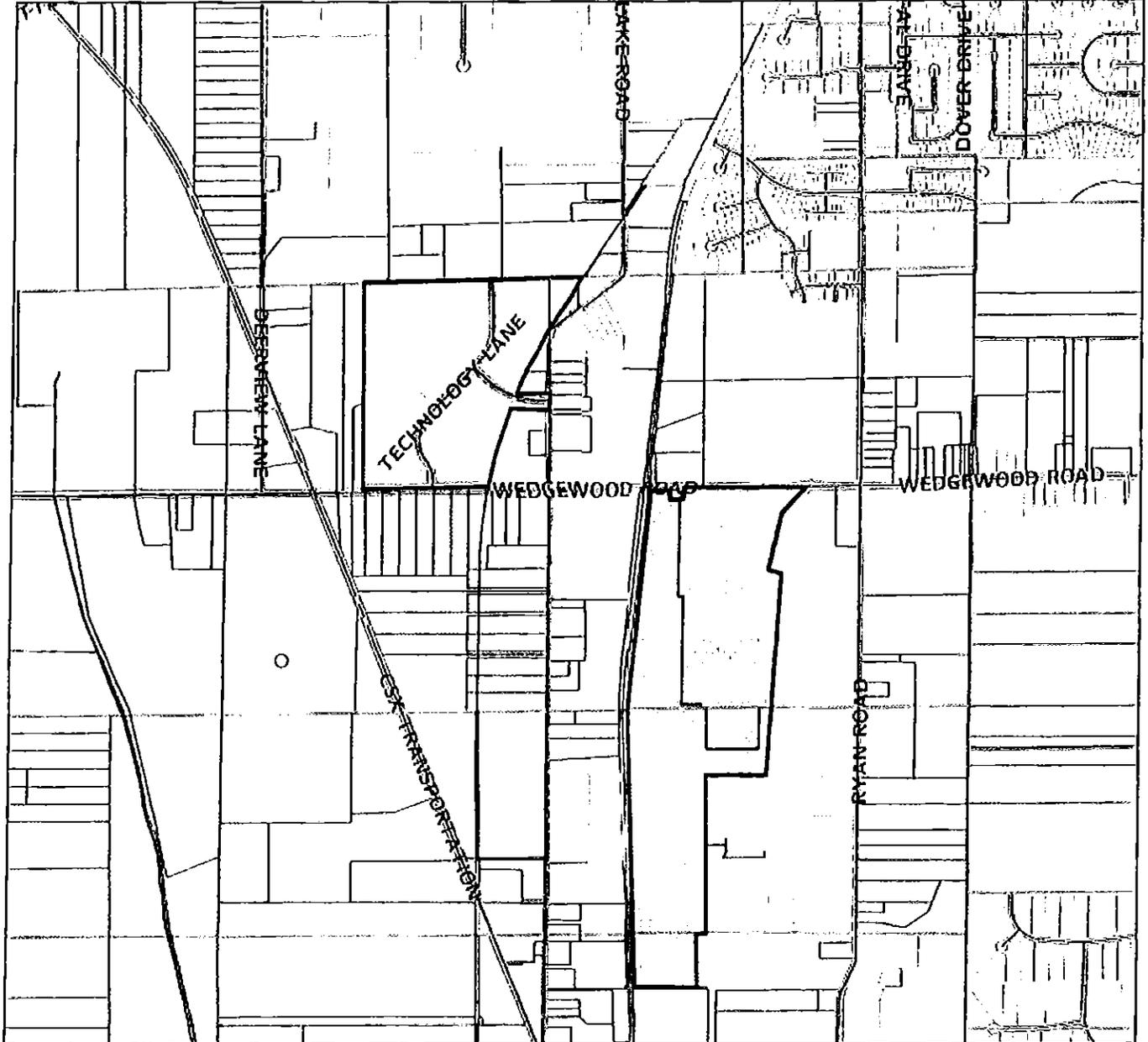
By: Ray J. [unclear]
Law Director
City of Medina

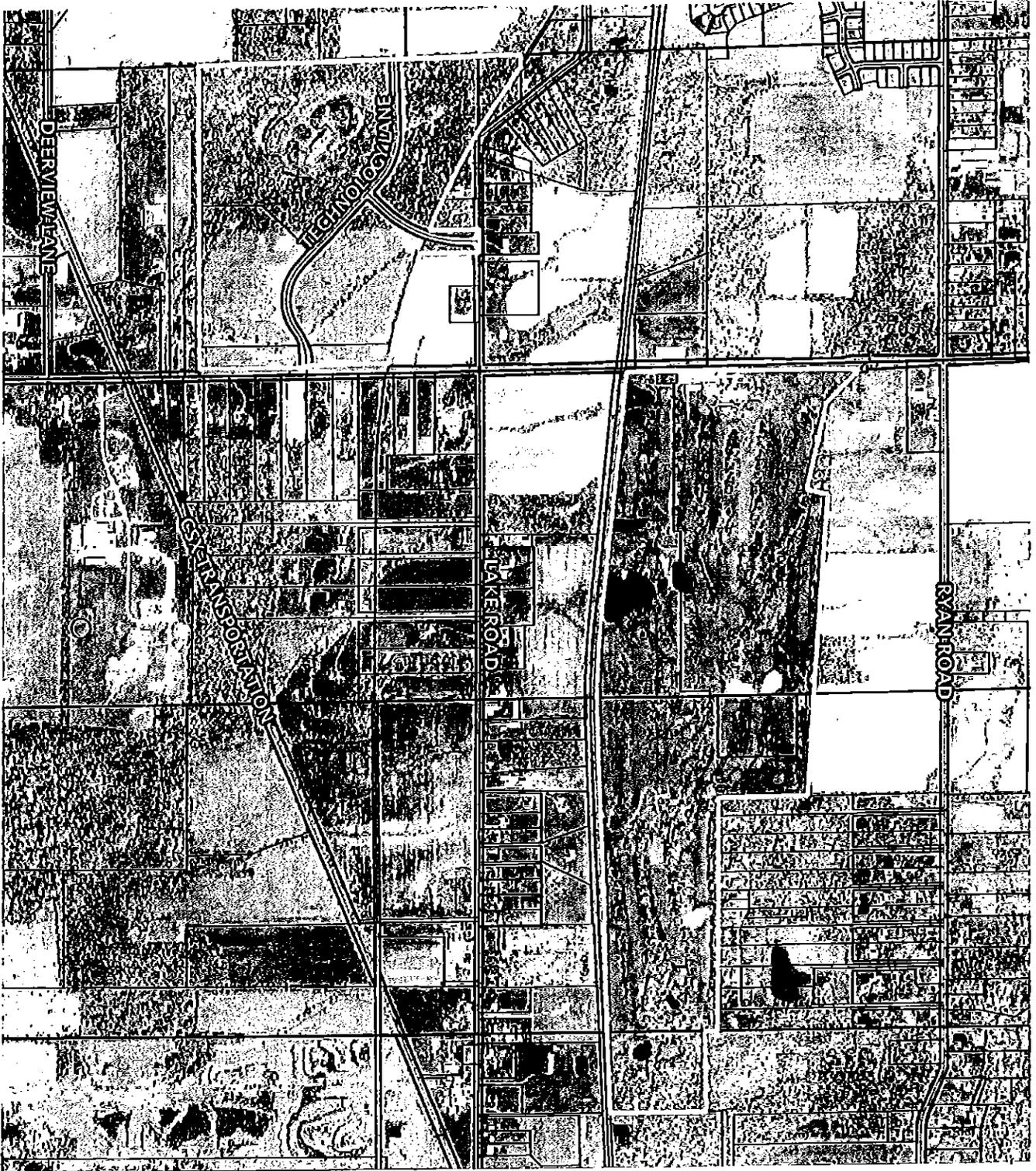
EXHIBIT A

TERRITORIAL BOUNDARIES OF THE DISTRICT

Proposed Lafayette – City of Medina JEDD

Map 1 (Sites A & B)





ECONOMIC DEVELOPMENT PLAN
FOR
CITY OF MEDINA AND LAFAYETTE TOWNSHIP
JOINT ECONOMIC DEVELOPMENT DISTRICT

The City of Medina (the "City") and the Township of Lafayette (the "Township") are entering into a contract (the "Contract") to create the City of Medina-Lafayette Township Joint Economic Development District (the "District"). The purpose of the District is to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, the County of Medina, the City, the Township, and the District. In accordance with division (C) of Section 715.75 of the Ohio Revised Code, the economic development plan for the District consists of both of the following schedules:

1. Schedule for the provision of new, expanded or additional services, facilities or improvements specified and provided for in the Contract in accordance with division (A) of Section 715.74 of the Ohio Revised Code.

(a) Upon approval of the Contract and creation of the District, the City and the Township may provide services to assist the District with planning, promotion and related activities to facilitate economic development in the District. The City and the Township may provide secretarial services and other staffing to the District at no cost to the District. At the request of the Board of Directors of the District (the "Board"), the City and the Township will contribute an aggregate amount not to exceed \$-0- to the District to pay initial administration and other costs generally identified in the request. The City and the Township will cooperate with the Board in obtaining financial assistance, both public and private, for economic development projects.

(b) Provision of certain services:

(i) Police and Fire Services. The City and the Township, to the extent permitted by law, agree to maintain all mutual aid agreement in place for police and fire protection for the District, if any, until expiration, or beyond if the parties thereafter agree. The level of Fire service within JEDD District shall be the same as within the Township.

(ii) The City and the Township shall cooperate to provide professional land use planning in the District.

(iii) The City and the Township shall cooperate to provide infrastructure and road maintenance to the District.

2. Schedule for the collection of an income tax levied under division (C) of Section 715.74 of the Ohio Revised Code.

(a) The Contract provides that the District will levy an income tax on the District at a rate of 1.25% , which rate is subject to change from time to time to equal the rate of the municipal income tax levied by the City.

(b) The Board of Directors of the District will levy that tax at its first meeting following approval of the Contract and creation of the District.

(c) The income tax will go into effect immediately after adoption of that resolution.

(d) Businesses within the District will be notified prior to the income tax going into effect.

(e) The City will administer the income tax pursuant to the Tax Agreement with the District.

RESOLUTION # 9-2012

**RESOLUTION TO EXPAND A COMMUNITY REINVESTMENT AREA
WITHIN LAFAYETTE TOWNSHIP**

WHEREAS, Bethany Dentler, Executive Director of the Medina County Economic Development Corporation, has formally recommended the expansion of the existing Community Reinvestment Area in the Chippewa Lake area, the boundaries of which are described in **Exhibit A**; and

WHEREAS, The Lafayette Township Board of Trustees recommends that the Board of the Medina County Commissioners pursue all reasonable and legitimate incentive measures to assist in encouraging housing maintenance and economic and community development in specific areas of Lafayette Township that have not enjoyed reinvestment from remodeling or new construction; and

WHEREAS, A map of the proposed expansion zone for the Community Reinvestment Area of Lafayette Township is attached hereto as **Exhibit B**; and

WHEREAS, Areas have been found in the proposed Area that contain housing facilities or structures of historical significance and wherein new housing construction and repair of existing facilities or structures are discouraged; and

WHEREAS, The maintenance, improvement and expansion of existing structures within the proposed Area and the construction of new structures within the proposed area would serve to encourage economic stability, maintain real property values, and generate new employment opportunities; and

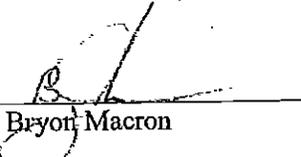
WHEREAS, the remodeling of existing structures or the construction of new structures in this Area would be a benefit to the citizens of Medina County and Lafayette Township and constitutes a public purpose for which real property tax exemptions should be granted; and

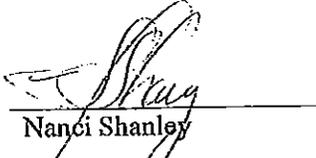
WHEREAS, The Lafayette Township Board of Trustees finds that expanding the boundaries of the existing Community Reinvestment Area pursuant to the provisions of Sections 3735.65 to 3735.70 of the Ohio Revised Code would further the aforementioned goal:

NOW, THEREFORE, BE IT RESOLVED by the Lafayette Township Board of Trustees passed a resolution of support for the expansion of the described Community Reinvestment Area.

Voting AYE thereon:


Lynda Bowers


Bryon Macron


Nanci Shanley

Adopted February 20, 2012

Boundary Description of the Expanded CRA Zone in Lafayette Township

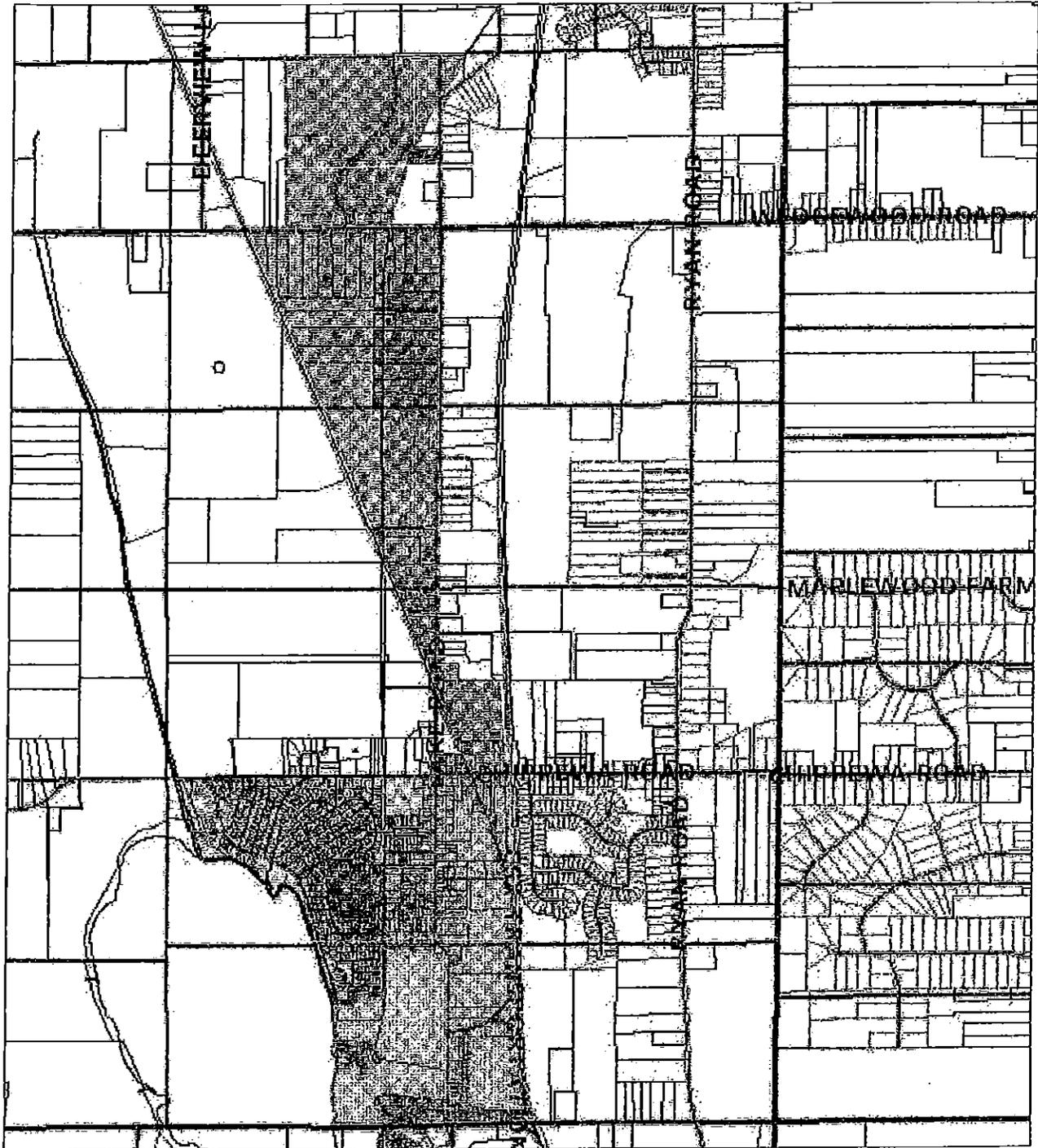
Pursuant to ORC Section 3735.66, expanded area of the Lafayette Township-Chippewa Lake Community Reinvestment Area is hereby established, and the area is bounded and described as follows:

Beginning at the Fayette Boulevard trail crossing with Chippewa Road and proceeding westward on Chippewa Road to the CSX railroad. Thence proceeding northwesterly along the railroad line and including the railroad line and all parcels adjacent to the rail line heading east to the point where the parcel is bounded, or where the parcel is adjacent to Lake Road. Thence proceeding north along the railroad line to the boundary with Wedgewood Road. Then proceeding north along the western edge of the parcel encompassing the property known as Innovation Park to the north boundary of Innovation Park. Thence proceeding east to the eastern boundary of Innovation Park and south along the eastern boundary of Innovation Park, including the entrance to Innovation Park but not the residential parcels adjacent to Lake Road. Thence proceeding south to the boundary where Innovation Park meets Wedgewood Road, then proceeding east on Wedgewood Road until the intersection with Lake Road. Thence proceeding south along Lake Road until the boundaries intersect with the parcels already named. This CRA area is adjacent to the original CRA boundaries, described as follows:

Beginning at the Fayette Boulevard trail crossing with Chippewa Road and proceeding westward on Chippewa Road to the intersection with Lake Road, including parcels on both sides of Chippewa Road. Thence proceeding south along Lake Road, bordered on the west by the Village of Chippewa Lake boundaries, proceeding westward on the southern border of the Village of Chippewa Lake to the borders of Chippewa Lake. Thence proceeding south along the eastern border of Chippewa Lake to the boundary between Lafayette Township and Westfield Township, then proceeding eastward on the township boundary until Eastlake Road; then continuing to proceed eastward on Eastlake Road to the CSX railroad. Thence proceeding northward along the CSX railroad, until the beginning of the Fayette Boulevard trail crossing.

Revised Proposal for Expansion of Lafayette Township CRA Zone

February 3, 2012



Existing CRA Zone in Purple
Proposed CRA Expansion Area Zone in Orange