

ORDINANCE NO. 43-15

AN ORDINANCE APPROVING THE SEVENTH AMENDMENT TO THE CITY OF MEDINA – MONTVILLE TOWNSHIP JOINT ECONOMIC DEVELOPMENT DISTRICT AND ANNEXATION CONTRACT.

WHEREAS: As of December 14, 2009, the City of Medina and the Township of Montville, Medina County, Ohio (the “Contracting Parties”) entered into the City of Medina-Montville Township Joint Economic Development District and Annexation Contract (“JEDD Contract”), approved by Medina City Ordinance No. 182-09 and Resolution No. 120809.01 of the Montville Township Board of Trustees, creating the City of Medina – Montville Township Joint Economic Development District; and

WHEREAS: The JEDD Contract was entered into pursuant to Ohio Revised Code Sections 715.72 through 715.83; and

WHEREAS: The Contracting Parties now wish to amend the JEDD Contract for the following purposes:

To amend Section 10.4.5 to authorize the Board of Directors of the JEDD to establish, on an annual basis, an amount for long term maintenance (the “District Maintenance Amount”) in the District of not less than one percent (1%) nor more than twenty percent (20%) of Distributable Revenue.

WHEREAS: This Amendment is enacted pursuant to Section 14 of the JEDD Contract which states that the JEDD Contract may only be amended by the Contracting Parties through a writing approved by the legislative authorities of each of the Contracting Parties through legislation enacted within sixty (60) days of each other.

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

SEC. 1: That the Mayor be, and hereby is, authorized and directed to enter into the Seventh Amendment to the City of Medina – Montville Township Joint Economic Development District and Annexation Contract, a copy of which contract is attached hereto as Exhibit “A” and incorporated herein fully as if by reference.

SEC. 2: 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.

THE UNDERSIGNED, CLERK OF THE COUNCIL OF THE CITY OF MEDINA, OHIO, HEREBY CERTIFIES THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF ORDINANCE-RESOLUTION NO. 43-15 ADOPTED BY SAID COUNCIL ON 4-13-15 Ord. 43-15
[Signature]
CLERK OF COUNCIL

SEC. 3: That this Ordinance shall be effective at the earliest period allowed by law.

PASSED: April 13, 2015

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: April 14, 2015

SIGNED: Dennis Hanwell
Mayor

SEVENTH AMENDMENT TO THE
CITY OF MEDINA – MONTVILLE TOWNSHIP
JOINT ECONOMIC DEVELOPMENT DISTRICT AND ANNEXATION CONTRACT

This Seventh Amendment to the City of Medina – Montville Township Joint Economic Development District and Annexation Contract (“Amendment”), is entered into by and between the City of Medina, Ohio and the Township of Montville, Medina County, Ohio, as of April 14, 2015.

RECITALS

WHEREAS, as of December 14, 2009, the City of Medina, Ohio and the Township of Montville, Medina County, Ohio (the “Contracting Parties”) entered into the City of Medina – Montville Township Joint Economic Development District and Annexation Contract (“JEDD Contract”), approved by Medina City Ordinance No. 182-09 and Resolution No. 120809.01 of the Montville Township Board of Trustees, creating the City of Medina – Montville Township Joint Economic Development District.

WHEREAS, the JEDD Contract was entered into pursuant to Ohio Revised Code Sections 715.72 through 715.83.

WHEREAS, the Contracting Parties now wish to amend the JEDD Contract for the following purposes:

To amend Section 10.4.5 to authorize the Board of Directors of the JEDD to establish, on an annual basis, an amount for long term maintenance (the “District Maintenance Amount”) in the District of not less than one percent (1%) nor more than twenty percent (20%) of Distributable Revenue.

WHEREAS, this Amendment is enacted pursuant to Section 14 of the JEDD Contract which states that the JEDD Contract may only be amended by the Contracting Parties through a writing approved by the legislative authorities of each of the Contracting Parties through legislation enacted within sixty (60) days of each other.

WHEREAS, this Amendment shall become effective after the first fiscal year of the District.

WHEREAS, the legislative authorities of the City of Medina and Montville Township have each authorized and directed the City and the Township, respectively, to make and enter into the Amendment by and through their respective officers in accordance with Medina City Ordinance No. 43-15, passed on April 13, 2015, and Resolution No. 042815.03, adopted by the Montville Board of Trustees on April 28, 2015.

NOW, THEREFORE, in consideration of mutual promises and covenants, the Contracting Parties agree to bind themselves, their agents, employees, and successors as follows:

1. That all terms defined in the JEDD Contract shall have the same meaning in this Amendment, unless such term is otherwise defined herein.

2. That subsection 10.4.5. of Section 10 of the JEDD Contract shall be amended to read as follows:

10.4.5. 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 five percent (5%) 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")~~. not less than one percent (1%) nor more than 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 Commencing with the second fiscal year, the Board shall, annually, vote on the percentage of the said Distributable Revenue, up to said being not less than five percent (5%) one percent (1%) nor more than 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 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 obligation, 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.

3. This amendment shall become effective commencing with the second fiscal year of the District.

SIGNATURES ARE ON THE NEXT PAGE

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 MONTVILLE

By: *Ronald Bischof*
Trustee - Chairman RON DISCHOF

By: *Jeff Brandon*
Trustee - Vice Chairman JEFF BRANDON

By: *Sally Albrecht*
Trustee SALLY ALBRECHT

CITY OF MEDINA

By: *Dennis Hanwell*
Mayor DENNIS HANWELL

Approved as to legal form:

By: *Mary Pawlowski*
~~Attorney Attest Fiscal Officer~~
Township of Montville MARY PAWLOWSKI

By: *Greg Fisher*
Law Director
City of Medina