

CITY OF RAVENNA-ROOTSTOWN TOWNSHIP
JOINT ECONOMIC DEVELOPMENT DISTRICT AGREEMENT

THIS CITY OF RAVENNA-ROOTSTOWN TOWNSHIP JOINT ECONOMIC DEVELOPMENT DISTRICT AGREEMENT (the “**Agreement**”) is made and entered into this _____ day of _____, 2023, by and between the Township of Rootstown, Portage County (the “**Township**”) and the City of Ravenna (the “**City**” and, together with the Township, the “**Contracting Parties**” and each a “**Contracting Party**”) in accordance with the terms and provisions set forth herein.

WHEREAS, the Township and the City desire to promote collaborative economic development efforts by means of creating a joint economic development district (the “**District**”) pursuant to Ohio Revised Code Sections (“**R.C.**”) 715.72 through 715.82 (the “**Act**”), which District shall facilitate economic development and redevelopment to create or preserve jobs and employment opportunities within the meaning of Division (C) of R.C. 715.72, thereby improving the economic welfare of the people in the Township, the City, and the State of Ohio (the “**State**”) generally; and,

WHEREAS, the Contracting Parties desire to consider options for improved and cost-effective governmental services within the District to better serve the Township, the City, and the District, all for the purpose of promoting collaborative economic development as set forth herein; and,

WHEREAS, the Township, which is located entirely within Portage County, Ohio (“**Portage County**”), and the City, which also is located entirely within Portage County, each are contiguous to the territorial boundaries of another township that is, in turn, contiguous to each of the Contracting Parties, all in accordance with Division (C)(1) of R.C. 715.72; and,

WHEREAS, the Township and the City are located in the same county as described in Division (B) of R.C. 715.72; and,

WHEREAS, the legislative authorities of the Township and the City each have approved, authorized, and directed the Township and the City, respectively, to make and enter into this Agreement, by and through their respective officers in accordance with Resolution No. _____, adopted by the Township on _____, 2023, and Ordinance No. _____, adopted by the City on _____, 2023.

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

Section 1. Creation of District and Purpose.

The Township and the City, as contracting parties within the meaning of Division (A)(1) of R.C. 715.72, by their combined action evidenced by the approval of legislation identified above and by the duly authorized execution of this Agreement, hereby create the District, which shall be

known as the “**City of Ravenna-Rootstown Township Joint Economic Development District**”. The District shall be a joint economic development district operating pursuant to the Act.

Each Contracting Party hereby acknowledges and agrees as follows with respect to this Agreement and the District that:

- A. It is entering into this Agreement freely and without duress or coercion;
- B. The creation of the District and the levy of an income tax within the District as provided herein will enable the Township, the City, and the District to more efficiently provide governmental services to the area within the District and to more effectively promote economic development within the District, the Township, and the City;
- C. 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, Portage County, the Township, and the City in accordance with the Economic Development Plan set forth in **EXHIBIT A** attached to and incorporated by reference into this Agreement; and,
- D. Consideration exists to support this Agreement.

Section 2. Territory of the District.

The territorial boundaries of the District are depicted and identified in **EXHIBIT B** attached hereto and incorporated by reference into this Agreement. The territory of the District is located entirely within the territorial boundaries of the Township. In accordance with Division (E)(1)(b) of R.C. 715.72, no electors reside within the territory comprising the District as of the date hereof.

Pursuant to Division (E)(1)(c) of R.C. 715.72, the territory includes one or more parcels of land owned in fee or leased by the City and/or the Township, which each are Contracting Parties to this Agreement.

The Contracting Parties intend to develop, or cause to be developed, the District in accordance with the district development overview attached hereto as **EXHIBIT C**.

Section 3. Formation of the District.

It is the intent of the Contracting Parties that this Agreement be approved without an election by complying with the requirements of Division (M)(1) of R.C. 715.72. The Contracting Parties represent and warrant as follows:

- A. The resolution approving this Agreement has been approved by a unanimous vote of the Township Trustees;
- B. The majority of record owners of property located within the District have consented by means of a petition as contemplated under the Act that the District be formed; and

- C. The territory to be included in the District is zoned in a manner appropriate to the proposed function of the District.

Section 4. Term.

The initial term of this Agreement commences on the date that the Agreement is first effective after the expiration of the referendum period allowed under Division (M)(4) of R.C. 715.72, and shall endure for a period of fifty (50) years. This Agreement is to automatically extend for successive renewal terms each that are ten (10) years in duration unless either the Township or the City notifies the other Contracting Party in writing at least one (1) year prior to the expiration of the initial term that it does not intend to renew this Agreement. The Contracting Parties may, by mutual written consent, agree to extend the term of this Agreement beyond the originally contemplated term of fifty years or the originally contemplated successive renewal terms of ten years, as applicable. This Agreement may only be terminated in compliance with applicable statutory provisions and in accordance with this Agreement. The Agreement is to continue in existence throughout its term and is binding on the Contracting Parties and on either Contracting Party's succeeding entities, whether such entities succeed by annexation, merger, or consolidation.

The provision herein for the initial term and any extension of this Agreement recognizes that the accrual of benefits to the Contracting Parties resulting from this Agreement may take decades.

Section 5. Amendments to the Agreement Other than to Amend to Add, Remove, or Exclude Property.

The Contracting Parties may amend or modify the terms of this Agreement or terminate this Agreement at any time by mutual agreement. An amendment or modification to this Agreement will not be effective or binding on the Contracting Parties unless the legislative authorities of both Contracting Parties pass the appropriate legislation agreeing to and authorizing the amendment to this Agreement within sixty (60) days of each other.

This Agreement may only be terminated pursuant to its terms as set forth in Section 4 or in accordance with this Section. If the Contracting Parties mutually agree to terminate this Agreement prior to the conclusion of its initial or renewal term, such agreement to terminate must provide for the unwinding of this Agreement and must be approved by the legislative authorities of both Contracting Parties within sixty (60) days of each other. Upon termination of this Agreement, the City shall keep and maintain the records of the District in accordance with the City's records retention policy.

If any provisions of Section 7 or Section 10 of this Agreement become null and void or illegal, or the performance of any provision of Section 7 or Section 10 of this Agreement becomes impossible, through any subsequent change, amendment, or enactment of state law or through a ruling of any court that has jurisdiction over the Contracting Parties, the Contracting Parties agree to negotiate in good faith to reach mutual agreement regarding the manner and method of amending this Agreement to bring the Agreement into compliance with the then-applicable statutory provisions or case law and to maintain the intent of the Contracting Parties under this Agreement and/or to rebalance the equities between the Contracting Parties consistent with the

intent of this Agreement. In the event that the Contracting Parties are unable to reach a new agreement that is authorized and approved by the legislative authorities of both Contracting Parties, then the Contracting Parties may either mutually agree to terminate this Agreement in accordance with the provisions of the preceding paragraph, or either Contracting Party may apply to the Portage County Common Pleas Court to interpret the contract consistent with the then-applicable statutes or case law, and if necessary modify or terminate this Agreement in order to comply with the then-applicable statutes or case law and to preserve the equities of the Contracting Parties as set forth in this Agreement.

Section 6. Addition, Removal, or Exclusion of Property to or from the District.

Subject to any applicable provisions of the Ohio Revised Code now existing or hereafter adopted, this Agreement, including **EXHIBITS A, B, C** and **D** hereto, may be amended from time-to-time to add to, remove from, or exclude property within the District. Property may be added to the District upon the mutual agreement of the Contracting Parties accompanied by petitions signed by the majority of record owners of the property to be added to the District and a majority of the owners of the businesses, if any, to be added to the District. Property added to, removed from, or excluded within the District must meet all of the requirements of Section 3 herein and Division (L) of R.C. 715.72; all procedures per the latter-cited authority must be followed in connection with any such addition, removal, or exclusion of property to or from the District. Property is not to be removed or excluded from the District without the agreement of both Contracting Parties.

Section 7. Contributions and Covenants of the Contracting Parties.

- A. The Contracting Parties agree to collaborate through the District with respect to capital improvements in the event that the Contracting Parties determine that economic development in the District creates a demand for public infrastructure improvements serving the District or the area surrounding the District.
- B. The Contracting Parties will collaborate to provide government services, to the extent allowed by law, as to planning, and zoning within the District, which such government services may be provided by and through the Township, as well as policing and engineering, which such government services are provided through the Township.
- C. Except as set forth in Section 10 with respect to the income tax to be levied in the District, the Township shall retain all of its interest in all other tax revenues generated in the territory in the District, including but not limited to real estate, personal property, and service tax levies. Pursuant to Division (U) of R.C. 715.72 and R.C. 715.81, as applicable, neither Contracting Party shall grant any tax exemption or abatement for any property in the District without the express written consent of the other Contracting Party.
- D. To implement the process of forming this City of Ravenna-Rootstown Township Joint Economic Development District, and during the time period prior to the District undertaking its own administrative functions, the City and Township agree

to contribute a one-time payment, each in the amount of \$7,500.00 (for the total of \$15,000.00) (“**Seed Funds**”), to offset costs, including legal fees, incurred to form the District, which such costs include but are not limited to the costs of preparing this Agreement, drafting petitions, and preparing enabling legislation. The City and Township agree to deploy any Seed Funds balance remaining after the District’s formation, if any, to such purposes set forth in this Agreement, including Subsection H hereunder.

- E. The City and Township shall jointly cooperate in carrying out the Economic Development Plan for the District set forth in Exhibit A. The City and the Township agree that the Board of Directors for the District (the “**Board**”) may use any available revenues of the District to pay any costs of carrying out the Economic Development Plan for the District and may, from time-to-time, modify the Economic Development Plan to better accomplish the public purposes of the District. Subject to the Ohio Constitution, Article VIII, Section 13, the City and the Township agree that the Board or either Contracting Party may execute any agreement, cooperative agreement, financing agreement, or other arrangement with any private entity and with any other political subdivision, including but not limited to Portage County, the Township, and the City, to provide or facilitate the provision of public infrastructure improvements to benefit the District or whenever otherwise necessary or convenient to carry out the powers granted in this Agreement, including, without limitation, any agreement related to any tax increment financing program, special assessment program, or bond financing undertaking by any Contracting Party or political subdivision in cooperation with any Contracting Party.
- F. The District will pay the cost of all District administrative costs other than tax collection fees, including but not limited to insurance premiums and any audit fees of the District as well as any legal expenses of the District; provided that the District shall obtain written agreement of the Contracting Parties prior to incurring legal expenses or otherwise engaging legal counsel to represent the District (the “**JEDD Administrative Costs**”).
- G. The District is to be provided such water and sewer services by the County and/or the City, according to existing service agreements, at a level sufficient to enable economic development as contemplated by the District and this Agreement.
- H. The Board shall be responsible for accounting and record-keeping services associated with the District.
- I. The City shall be responsible for filing with the Director of Development of the State the documents required by Division (O) of R.C. 715.72 relating to the establishment of the District.
- J. The Township shall provide fire and emergency medical services within the District at a level sufficient to enable economic development as contemplated by the District and this Agreement.

Section 8. Board of Directors of the District.

The Board is hereby established to govern the District. The Board is to consist of five (5) members appointed as set forth in Division (P)(1) of R.C. 715.72, as follows:

- A. The initial Township member of the Board is to be one of the duly elected or appointed members of the Board of Township Trustees. All future Township members of the Board are to be appointed by a majority vote of the Board of Township Trustees and serve at the pleasure of the Board of Township Trustees.
- B. The initial City member of the Board is the Mayor of the City. All future City members of the Board are to be appointed by City Council and serve at the pleasure of City Council.
- C. An individual is to be appointed as the initial representative of the business owners located in the District upon an affirmative vote by a majority of members present and constituting a quorum, as set forth in Section 9 of this Agreement. Future business owner representatives will be selected pursuant to appointment procedures to be established by the Board.
- D. An individual is to be appointed as the initial representative of the employees working in the District upon an affirmative vote by a majority of members present and constituting a quorum, as set forth in Section 9 of this Agreement. Future employee representatives will be selected pursuant to appointment procedures to be established by the Board.
- E. The fifth member of the Board will be appointed by the Township member, the City member, the business owner representative, and the employee representative in accordance with Division (P)(1)(e) of R.C. 715.72. Such member of the Board will serve as the Chairperson of the Board, as required under Division (P)(1) of R.C. 715.72.
- F. The Board is to establish procedures for appointing future business owner and employee representatives.

The members of the Board are to serve without compensation. Necessary and authorized expenses incurred by members on behalf of the District will be reimbursed from District funds in accordance with procedures established by the Board.

The Board is to elect the following officers (collectively, with the Chairperson, hereinafter referred to as the “**Officers**”) from among its members: a Vice Chair, a Secretary, and a Treasurer, provided that the Secretary and the Treasurer may be the same person. The Officers are to be elected at the first meeting of the Board and thereafter every other year for two-year terms and serve until their respective successors take office. The Board is to establish a procedure for conducting those elections. The Officers are to perform such duties as provided herein and such additional duties as may be provided from time-to-time by the Board. The Board may employ

such additional personnel or professional services as may be necessary to assist the Board or the Officers in the performance of their duties.

Section 9. Power, Duties, and Functions of Board.

The Board must meet at least once each calendar year on a date determined by the Board. The Board is to adopt procedures for holding and conducting regular and special meetings. The Contracting Parties shall provide the Board with necessary meeting space. The City shall provide any necessary clerical and administrative assistance that the Board may need from time-to-time, including telephone services and a mailing address.

A minimum of three (3) members constitute a quorum for Board meeting purposes. Notwithstanding the immediately preceding sentence, for purposes only of establishing the inaugural Board by electing the individual appointed as the initial representative of the business owners located in the District and the individual appointed as the initial representative of the employees working in the District, the initial Township member and the initial City member both present at the first meeting of the Board constitute a quorum, and only until such time as the initial representatives of the business owners and the employees in the District are elected.

The Board must act through resolutions adopted by the Board. A resolution must receive the affirmative vote of at least a majority of members present and constituting a quorum to be adopted. A resolution adopted by the Board is immediately effective unless otherwise provided in that resolution.

The Board may adopt by-laws for the regulation of its affairs and the conduct of its business consistent with this Agreement. The Chairperson is to preside over and conduct the meetings of the Board in accordance with its by-laws or other procedures adopted by the Board. Pursuant to Division (P)(5) of R.C. 715.72, the Board is a public body for the purposes of Ohio's Sunshine Laws, namely, R.C. 121.22 and R.C. 149.43, and as such all meetings of the Board, whether regularly scheduled or special meetings, must comply with the provisions thereof.

The Vice Chair is to act as Chairperson in the temporary absence of the Chairperson. The Secretary is responsible for the records of the Board including, but not limited to, correspondence and minutes of the meetings of the Board. The Treasurer is the fiscal officer of the Board and is responsible for all fiscal matters of the Board including, but not limited to, the preparation of the budget and the appropriations resolution, paying or providing for the payment of expenses of operation of the Board, receiving, safekeeping, and investing, or providing for the receipt, safekeeping, and investment of, funds of the Board and maintaining, and providing for the maintenance of, accurate accounts of all receipts and expenditures. The Board is to designate by resolution, or in its by-laws, those Officers who may sign documents on behalf of the Board.

The Board must adopt an annual budget for the District. The fiscal year of the District is the same as the fiscal year of the City. The budget estimates the revenues of the District and the expenses of the operation of the District. The Board is to establish an appropriations procedure to provide for payment of the long-term maintenance of the District as required under Division (F)(5)(d) of R.C. 715.72 and the distribution of income tax revenues in accordance with Section 10 herein.

The Board, on behalf of the District, must:

- A. Establish and maintain such funds or accounts as it deems necessary, either of its own, or in conjunction with or through the Contracting Parties to this Agreement;
- B. Authorize one or more Officers to sign all instruments necessary or incidental to the performance of its duties and the execution of its powers under this Agreement;
- C. Adopt a resolution to levy an income tax within the District in accordance with Division (F)(5) of R.C. 715.72 and Section 10 herein;
- D. Use any revenues of the District available to the Board to carry out the Economic Development Plan for the District and, from time-to-time, modify the Economic Development Plan to better accomplish the public purposes of the District;
- E. Apply for, receive, and accept from any federal agency, state agency, or other person or entity grants for or in aid of the construction, maintenance, or operation of any District facility, or for programs or other projects of the District, and receive and accept aid or contributions from any source of money, property, labor, or other things of value, to be held, used, and applied only for the benefit of the District and the purposes for which such grants, aid, or contributions are made;
- F. Purchase liability insurance protecting the District, its Board or Officers against any liability and/or to purchase any necessary bonds to insure any Officer;
- G. Be authorized to execute any agreement, cooperative agreement, financing agreement, or other arrangement with any private entity and with any other political subdivision or governmental entity as may be permitted by law, including but not limited to Portage County, the Township, and the City, to provide or facilitate the provision of public infrastructure improvements that benefit of the District or whenever otherwise necessary or convenient to carry out the powers granted in this Agreement, including, without limitation, any agreement related to any economic development program, tax increment financing program, special assessment program, release of any surplus funds in the JEDD Administrative Account (defined below), or bond financing undertaking by any Contracting Party or political subdivision in cooperation with any Contracting Party;
- H. Be authorized to do all acts and things necessary or convenient to carry out the powers granted in R.C. 715.72 through R.C. 715.82 or any successor provisions thereto; and,
- I. Be authorized to do all acts and things necessary or convenient to carry out the powers granted in this Agreement.

Section 10. Income Tax to be levied in the District.

- A. The Board, at its initial meeting and at a meeting before the beginning of each subsequent year in which the Board will levy an income tax, must adopt a resolution to levy an income tax on income earned by persons employed or residing within the District and the net profits of businesses operating within the District in accordance with Division (F)(5) of R.C 715.72 and as depicted in the schedule for the collection of the tax in **EXHIBIT D**, attached hereto (the “**Income Tax Resolution**”). Each annual Income Tax Resolution is to be effective until it is replaced by a subsequent Income Tax Resolution. All income tax collected from any business or entity within the District or any person working within the District is subject to this Agreement and included in the total income tax revenue collected within the District (collectively, the “**Gross Total Revenue**”). The income tax must go into effect as soon as legally permissible.
- B. The Income Tax Resolution must establish the income tax rate for persons employed or residing within the District (the “**Employee Rate**”), which Employee Rate must be no higher than the rate being levied by the City, which as of the date of execution of this Agreement by the Contracting Parties, the City income tax rate is two and one-half percent (2.5%). The Contracting Parties agree the Employee Rate will be set at two percent (2.0%), at least in the instance of the inaugural Income Tax Resolution. Thereafter, as to each subsequent annual Income Tax Resolution, the Board may adjust the Employee Rate as desired, but in all instances levy no rate higher than the rate of income taxation in the City.
- C. The Income Tax Resolution must establish the income tax rate applicable to net profits of businesses operating within the District (the “**Business Rate**”), which Business Rate must be no higher than the rate being levied by the City, which as of the date of execution of this Agreement by the Contracting Parties, the City income tax rate is two and one-half percent (2.5%). The Contracting Parties agree the Business Rate will be set at two percent (2.0%), at least in the instance of the inaugural Income Tax Resolution. Thereafter, as to each subsequent annual Income Tax Resolution, the Board may adjust the Business Rate as desired, but in all instances levy no rate higher than the rate of income taxation in the City.
- D. The annual Income Tax Resolution must designate:
- (i) an amount equal to not less than one percent (1%) of the amount of Gross Total Revenues collected within the District to be set aside to provide for the long-term maintenance of the JEDD (the “**Maintenance Set Aside**”). Costs related to the long-term maintenance of the JEDD include, but are not limited to, the costs of maintenance of any facilities or properties of the JEDD, and the repayment of money borrowed by the JEDD. The Maintenance Set Aside may also be used to encourage and promote economic development and redevelopment in the District. The Maintenance Set Aside is to be paid to an account of the District maintained by the City and designated the “City of Ravenna-Rootstown Township Joint Economic Development District Maintenance Account” (hereinafter, the “**JEDD**”).

Maintenance Account”) The Gross Total Revenues minus the Maintenance Set Aside equals the “**Net Income Tax Revenue**” that is then available to be distributed as follows:

(ii) Fifty percent (50%) of Net Income Tax Revenue necessary to pay JEDD Administrative Costs, and such other costs to carry out the Economic Development Plan for the District, all of which are to be budgeted for the current fiscal year and any outstanding JEDD Administrative Costs from prior fiscal years, to be paid to an account of the District maintained by the City and designated the “City of Ravenna-Rootstown Township Joint Economic Development District Administrative Account” (hereinafter, the “**JEDD Administrative Account**”); provided that:

(A) any surplus in the JEDD Administrative Account at the time of the Income Tax Resolution must be considered in determining the amount necessary to pay JEDD Administrative Costs and such other costs herein in the current fiscal year; and,

(B) moneys available in the JEDD Administrative Account may be paid only with written authorization by the Treasurer of the District and only for appropriate and lawful expenses of the District and the Board as provided hereunder; and,

(ii) Ten percent (10%) of Net Income Tax Revenue to be paid to the City and used by the City for any lawful purpose, including but not limited to expenses related to the District and its purposes; and,

(iii) Forty percent (40%) of Net Income Tax Revenue to be paid to the Township and used by the Township for any lawful purpose, including but not limited to expenses related to the District and its purposes.

E. The Board must resolve that, pursuant to this Agreement, the City will collect, administer, and enforce the income tax within the District in accordance with this Agreement and the City’s rules and regulations currently in effect and as may be amended from time-to-time regarding the collection, administration, and enforcement of income tax.

Pursuant to Division (F)(5)(c) of R.C. 715.72, the Board must enter into an agreement with the City (the “**District Income Tax Collection and Distribution Agreement**”), as expeditiously as possible upon the District’s creation, for the City to administer, collect, and enforce the income tax on behalf of the District in accordance with this Agreement. The District Income Tax Collection and Distribution Agreement is to provide that the City is responsible for the receipt, safeguarding, and investment of the income tax revenues collected within the District. The City annually will deliver a written report to the Board and the Township, at least within sixty (60) days of the end of the fiscal year, regarding the receipt and distribution of the income tax of the District during the previous fiscal

year. The Contracting Parties, the Board, and their agents may regularly inspect such records upon reasonable notice. The funds in the District are to be distributed by the District on such regular periods as may be established by the Board (i.e., monthly, quarterly or such other period as determined by the Board).

The Board may establish procedures by which the income tax levied on employee wages earned within the District is to be collected from employees employed within the District or withheld by businesses located within the District, and the Board is to establish procedures by which the income tax on net profits of businesses earned within the District is to be collected from one or more businesses located within the District. Such procedures may provide for the payment of withholding or estimated taxes by those employees or businesses and the reconciliation of income taxes paid on net profits of businesses between fiscal years.

Section 11. Defaults and Remedies.

A failure to comply with the terms of this Agreement constitutes a default hereunder. The Contracting Party in default shall have sixty (60) days after receiving written notice from the other Contracting Party of the event of default and demand to cure the default. If the default is not cured within that time period, then the non-defaulting Contracting Party may sue the defaulting Contracting Party for specific performance under this Agreement or for damages or both. This Agreement may not be terminated because of default under the Agreement by either Contracting Party unless termination occurs as provided for in Section 5 of this Agreement.

The Contracting Parties acknowledge and agree the nature of this Agreement is unique and monetary damages are inadequate to fully compensate a non-defaulting Contracting Party. Accordingly, the Contracting Parties agree that specific performance is an appropriate and available remedy for a breach of contract action brought pursuant to this Agreement in addition to any other remedy available at law and equity. Both Contracting Parties also agree that because monetary damages are inadequate to fully compensate a non-defaulting Contracting Party, a non-defaulting Contracting Party has the right to seek an injunction or other equitable relief to prevent the continued breach of this Agreement by a defaulting Contracting Party.

Section 12. Support of Contract.

This Agreement is binding on the Contracting Parties and their lawful successors and assigns. The Contracting Parties 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. In the event that this Agreement or any of its terms, conditions, or provisions is challenged by any third party or parties in a court of law, the Contracting Parties agree to cooperate with one another and to use their best efforts in defending this Agreement with the object of upholding this Agreement. Each

Contracting Party shall bear its own costs in any such proceeding challenging this Agreement or any term or provision herein.

Section 13. Severability.

With the exception of Section 7 or Section 10 of this Agreement, if any other paragraph, provision, or section of this Agreement is held to be illegal or invalid for any reason, then:

- (i) that illegality or invalidity does not affect the remainder of any other paragraph, provision, or section, all of which is to be construed and enforced as if the illegal or invalid portion was not contained therein;
- (ii) the illegality or invalidity of any paragraph, provision, or section does not affect any legality or applicability of any other paragraph, provision, or section of this Agreement; and,
- (iii) each paragraph, provision, or section of this Agreement is deemed to be effective, operative, made, assumed, entered into, or taken in the manner and to the full extent permitted by law.

If any paragraph, provision, or part thereof of Section 7 and/or of Section 10 of this Agreement is held to be illegal or invalid for any reason, then provisions of Section 5 are to be applied.

Section 14. Governing Law.

This Agreement is to be governed exclusively by and construed in accordance with the laws of the State of Ohio, and in particular, R.C. 715.72 through R.C. 715.82 in effect as of the date when the Contracting Parties respectively circulated petitions to record owners of real property located within the District and owners of businesses operating within the District, unless the Contracting Parties agree to amend this Agreement in accordance with Section 5 herein. If any amendment or subsequent enactment of one or more new sections of the Ohio Revised Code relating to joint economic development districts renders any existing sections of R.C. 715.72 through R.C. 715.82 illegal or impossible, then the provisions of Section 5 of this Agreement are to be applied.

Section 15. 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 herein.

This Agreement may be executed in one or more counterparts, each of which is to be regarded as an original and all of which together constitute but one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the Contracting Parties have caused this Agreement to be duly signed in their respective names by their duly authorized officers, all as of the date first hereinbefore written.

**TOWNSHIP OF ROOTSTOWN,
PORTAGE COUNTY, OHIO**

By: _____
Trustee

By: _____
Trustee

By: _____
Trustee

Approved as to form:

Chad Murdock,
Township Attorney

**CITY OF RAVENNA,
PORTAGE COUNTY, OHIO**

By: _____
Mayor

Approved as to form:

Frank Cimino,
Law Director

EXHIBIT A

ECONOMIC DEVELOPMENT PLAN

Introduction

The purpose of this plan, established pursuant to Ohio Revised Code Section (“**R.C.**”) 715.72(F)(3), is to set forth the economic development objectives of the City of Ravenna-Rootstown Township Joint Economic Development District (the “**District**”). This plan serves as a framework for the District’s efforts to guide income growth, attract employers, retain and grow the economic base, and improve public infrastructure in Rootstown Township (the “**Township**”) and the City of Ravenna (the “**City**”) as well as throughout the region as a whole.

The District is comprised of unincorporated developable land located in Rootstown Township, directly to the east of the Rootstown Industrial Park, and generally surrounding Crystal Lake. Situated along SR 5, the District is directly to the southeast of the City of Ravenna.

The District is a collaborative approach between the Township and the City to support planned commercial and industrial growth adjacent to the City. The District is approximately 1.5 miles from the intersection of SR 5 and SR 44.

Goals

The District represents a regional approach to economic development in Portage County, thereby improving the economic welfare of the residents of the Township, the City, and the State of Ohio. The District will foster and support business growth, particularly growth that is anticipated to occur on developable land within the Township’s JEDD boundaries.

Schedule of New, Expanded, or Additional Services, Facilities or Improvements

In the event that economic development in the District creates a demand for public infrastructure improvements serving the District or the area surrounding the District, the District will facilitate the provision of the following new, expanded, or additional services, facilities, or improvements:

- Roads, including in certain circumstances resurfacing and maintaining;
- Water and sewer;
- Electric;
- Natural gas;
- Fiber;
- Cable; or,
- Any other improvements directly supporting non-residential development within the District or otherwise benefitting the District.

Use of Total Revenues to Fund New, Expanded, or Additional Services, Facilities or Improvements

All income tax collected from any business or entity within the District or any person working within the District will be included in the total income tax revenue collected within the District (collectively, the “**Gross Total Revenue**”). Of such Gross Total Revenue, one percent (1%) collected within the District is to be set aside to provide for the long-term maintenance of the JEDD (the “**Maintenance Set Aside**”) (with such portion paid to the “**JEDD Maintenance Account**”). The proceeds of the Gross Total Revenue collected within the District minus the Maintenance Set Aside equals the “**Net Income Tax Revenue**” to be distributed as follows: the Board of Directors of the District (the “**Board**”) will receive fifty percent (50%) of the Net Income Tax Revenue each year (with such portion paid to the “**JEDD Administrative Account**”); the Township will receive forty percent (40%) of the Net Income Tax Revenue; and the City will receive ten percent (10%) of the Net Income Tax Revenue each year. The Board will apply the JEDD Maintenance Account and the JEDD Administrative Account to pay for appropriate and lawful expenses of the District and of the Board.

EXHIBIT B

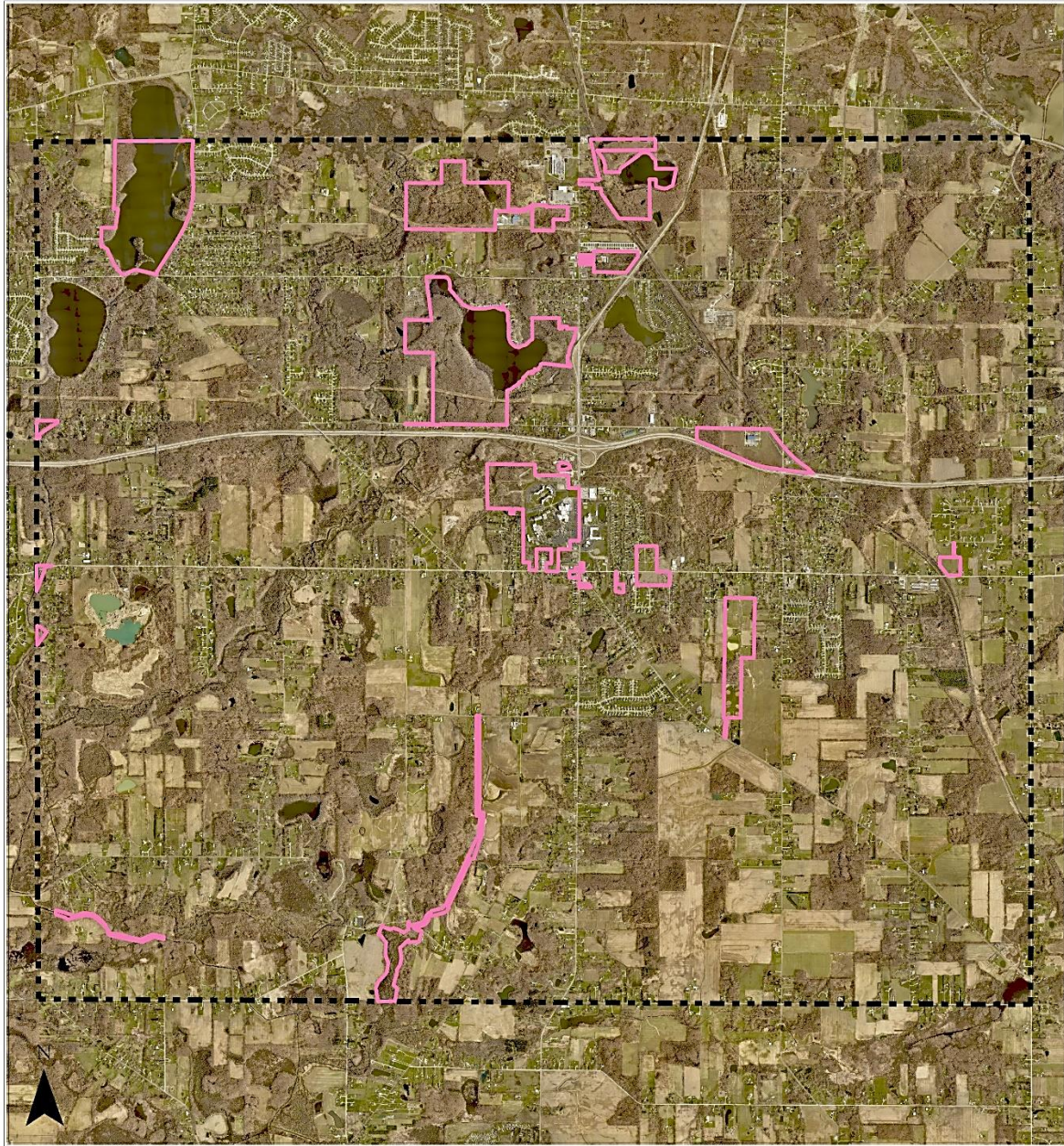
DISTRICT TERRITORY

The territorial boundaries of the District are comprised of real estate situated in Rootstown Township, Portage County, Ohio, identified by the Portage County Auditor as Tax Year 2021 parcel number* listed below and depicted on the attached map, including any subsequent combinations or subdivisions.

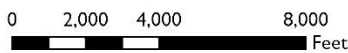
32-004-00-00-010-057	32-021-10-00-007-000	32-029-00-00-008-000
32-009-00-00-002-000	32-021-10-00-008-000	32-029-00-00-010-001
32-014-00-00-010-001	32-021-10-00-009-000	32-029-00-00-011-000
32-015-00-00-015-000	32-021-10-00-010-000	32-030-10-00-001-003
32-015-00-00-015-001	32-021-10-00-018-001	32-030-10-00-002-002
32-015-00-00-031-001	32-021-10-00-031-000	32-030-10-00-003-001
32-015-00-00-031-002	32-022-20-00-034-000	32-030-10-00-004-000
32-015-00-00-034-001	32-022-20-00-049-000	32-036-00-00-009-000
32-015-00-00-034-002	32-022-20-00-050-000	32-042-00-00-001-000
32-016-00-00-028-002	32-022-20-00-051-000	32-043-00-00-038-000
32-016-00-00-029-000	32-022-20-00-052-000	32-045-00-00-042-000
32-018-00-00-009-000	32-022-20-00-053-000	32-046-00-00-045-000
32-019-00-00-009-000	32-022-20-00-054-000	32-048-00-00-010-000
32-019-00-00-010-000	32-022-20-00-055-000	
32-019-00-00-012-000	32-022-20-00-056-000	
32-019-00-00-014-000	32-022-20-00-057-000	
32-019-00-00-015-000	32-022-20-00-058-000	
32-019-00-00-028-000	32-022-30-00-005-000	
32-019-00-00-030-000	32-022-30-00-027-000	
32-019-00-00-045-000	32-022-30-00-027-001	
32-019-00-00-053-000	32-022-30-00-049-000	
32-019-00-00-055-000	32-028-00-00-020-001	
32-020-00-00-017-002	32-028-00-00-020-002	
32-020-00-00-017-003	32-028-00-00-021-000	
32-020-00-00-022-000	32-028-10-00-035-000	
32-020-00-00-023-000	32-028-20-00-001-000	
32-020-12-00-166-000	32-028-20-00-002-000	
32-020-12-00-167-000	32-028-20-00-003-000	
32-021-00-00-003-000	32-028-20-00-004-000	
32-021-00-00-004-000	32-028-20-00-005-000	
32-021-00-00-005-001	32-028-20-00-006-000	
32-021-00-00-006-000	32-028-20-00-007-000	
32-021-00-00-007-002	32-028-20-00-008-000	
32-021-00-00-038-000	32-028-20-00-008-001	
32-021-00-00-039-000	32-028-20-00-009-000	
32-021-00-00-040-000	32-028-20-00-011-000	
32-021-10-00-006-000	32-028-20-00-012-000	

*The parcel number listed is currently identified in the records of the office of the Portage County Auditor as of the date of this Agreement.

City of Ravenna-Rootstown Township JEDD



□ Boundary



Map date: 7/21/2023

EXHIBIT C

DISTRICT DEVELOPMENT OVERVIEW

The District is being formed, in part, to respond to the general consensus in the community that this area is growing, and could result in growth that is congested, piecemeal, and otherwise less than ideal.

The Contracting Parties intend to work collaboratively to promote economic development, including business marketing, creating a sense of place and community focal point within the District, to catalyze quality development in the District, and provide government services.

Land uses within the District are mixed, and formally zoned to include V-C Village Center Business, C-1 Retail Business, C-2 General Commercial, and C-3 Highway Interchange.

The Contracting Parties seek to drive development within the District in line with current zoning classifications, to encourage a mix of land uses and infill development at appropriate densities.

A feature of development activities within the District will be to encourage the presence of unifying elements, allowing for a stronger sense of place along street frontage, via landscaping requirements, sign regulations, parking and building setbacks, and appropriate building massing and scale. A pedestrian friendly, walkable environment will be encouraged as development occurs within the District.

EXHIBIT D

FORM OF INCOME TAX RESOLUTION

**BOARD OF DIRECTORS
CITY OF RAVENNA-ROOTSTOWN TOWNSHIP
JOINT ECONOMIC DEVELOPMENT DISTRICT**

The Board of Directors (the “Board”) of the City of Ravenna-Rootstown Township Joint Economic Development District (the “JEDD”), met on [____], [____], 2023 at [____] [a.m./p.m.] at [Address], with the following members participating:

M_. _____ introduced the following resolution and M_. _____ moved its passage:

RESOLUTION NO. 2023-[__]

RESOLUTION LEVYING INCOME TAX

WHEREAS, Ohio Revised Code Section 715.72(F)(5) authorizes a joint economic development district, such as the JEDD, to levy an income tax on income earned by persons working in the district and the net profits of businesses located in such district; and

WHEREAS, the City of Ravenna-Rootstown Township Joint Economic Development District Contract (the “Agreement”), dated as of [____], 2023, by and between Rootstown Township, Portage County, Ohio (the “Township”) and the City of Ravenna, Ohio (the “City”), which Agreement governs the JEDD and the area within the JEDD (the “District”), requires this Board to levy an income tax within the District at a rate or rates calculated in accordance with the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board that:

Section 1. This Board hereby levies an income tax on income earned by persons working in the JEDD and upon the net profits of businesses located in the JEDD at a rate of two percent (2.0%), which rate, except as otherwise provided by Section 2 hereof, shall not be adjusted without prior approval of this Board and shall not, in any event, exceed the rate of income tax levied by the City. The income tax shall go into effect for taxable years beginning on or after January 1, 2023 and shall remain effective until this Board adopts the next annual income tax resolution. The City shall collect, administer, and enforce the income tax within the District in accordance with the Agreement and the City’s rules and regulations currently in effect and as may be amended from time to time regarding the collection, administration, and enforcement of income tax, as well as the District Income Tax Collection and Distribution

Agreement to be entered into by and between the City and the Township, a copy of which is on file with the District (the “Income Tax Agreement”). All income tax collected from any business or entity within the District, or any person working or residing within the District, shall be included in the total income tax revenue collected within the District, subject to the terms of the Agreement and the Income Tax Agreement.

Section 2. Pursuant to Section 10 of the Agreement, one percent (1%) of the total gross amount of income tax revenue collected within the District is to be set aside to provide for the long-term maintenance of the JEDD (the “Maintenance Set Aside”). Costs related to the long-term maintenance of the JEDD include, but are not limited to, JEDD operating costs and administrative expenses, the costs of maintenance of any facilities or properties of the JEDD, and the repayment of money borrowed by the JEDD. The Maintenance Set Aside may also be used to encourage and promote economic development and redevelopment in the District.

Section 3. The proceeds of gross income tax revenue collected within the District minus the Maintenance Set Aside equals the “Net Income Tax Revenue” to be distributed as follows, unless otherwise agreed upon by the legislative authorities of the Township and the City: fifty percent (50%) to the JEDD, forty percent (40%) to the Township, and ten percent (10%) to the City.

Section 4. Pursuant to Section 10 of the Agreement, this Board shall quarterly report to the Township and the City concerning the expenses of the JEDD for the preceding quarter and the Board’s projection for expenses of the JEDD for the following quarter.

Section 5. This Board hereby finds and determines that all formal actions taken relative to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Ohio Revised Code Section 121.22.

Section 6. This Resolution shall be in full force and effect immediately upon its passage.

[Balance of Page Intentionally Left Blank]

M. _____ seconded the motion and, after discussion, a roll call vote was taken and the results were:

Voting Aye: _____

Voting Nay: _____

Passed: [_____] , 2023

BOARD OF DIRECTORS, CITY OF
RAVENNA-ROOTSTOWN TOWNSHIP
JOINT ECONOMIC DEVELOPMENT
DISTRICT

Attest: _____
Secretary

Chairperson

CERTIFICATE

The undersigned Secretary of the Board of Directors of the City of Ravenna-Rootstown Township Joint Economic Development District hereby certifies that the foregoing is a true copy of a resolution duly adopted by the Board of Directors of said District on [_____] , 2023.

Secretary, City of Ravenna-Rootstown
Township Joint Economic Development District