



AGENDA
CUYAHOGA COUNTY ECONOMIC DEVELOPMENT & PLANNING
COMMITTEE MEETING
MONDAY, JULY 13, 2015
CUYAHOGA COUNTY ADMINISTRATIVE HEADQUARTERS
C. ELLEN CONNALLY COUNCIL CHAMBERS – 4TH FLOOR
2:00 PM

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PUBLIC COMMENT RELATED TO THE AGENDA**
- 4. APPROVAL OF MINUTES FROM THE JUNE 15, 2015 MEETING**
- 5. MATTERS REFERRED TO COMMITTEE**
 - a) None
- 6. DISCUSSION**
 - a) Creation of the Village of Walton Hills - Sagamore Hills Township Joint Economic Development District
- 7. MISCELLANEOUS BUSINESS**
- 8. OTHER PUBLIC COMMENT**
- 9. ADJOURNMENT**

**Complimentary parking for the public is available in the attached garage at 900 Prospect. A skywalk extends from the garage to provide additional entry to the Council Chambers from the 5th floor parking level of the garage. Please see the Clerk to obtain a complimentary parking pass.*

***Council Chambers is equipped with a hearing assistance system. If needed, please see the Clerk to obtain a receiver.*



MINUTES

**CUYAHOGA COUNTY ECONOMIC DEVELOPMENT & PLANNING
COMMITTEE MEETING
MONDAY, JUNE 15, 2015
CUYAHOGA COUNTY ADMINISTRATIVE HEADQUARTERS
C. ELLEN CONNALLY COUNCIL CHAMBERS – 4TH FLOOR
3:00 PM**

1. CALL TO ORDER

Chairman Schron called the meeting to order at 3:01 p.m.

2. ROLL CALL

Mr. Schron asked Deputy Clerk Culek to call the roll. Committee members Schron, Hairston and Greenspan were in attendance and quorum was determined. Committee member Simon entered the meeting after the roll call was taken. Committee member Germana was absent from the meeting. Councilmember Miller was also in attendance.

3. PUBLIC COMMENT RELATED TO THE AGENDA

No public comments were given.

4. APPROVAL OF MINUTES

- a) December 1, 2014 Meeting
- b) May 4, 2015 Meeting

A motion was made by Mr. Schron, seconded by Mr. Hairston and approved by unanimous vote to approve the minutes of the December 1, 2014 meeting.

A motion was then made by Mr. Hairston, seconded by Mr. Schron and approved by unanimous vote to approve the minutes of the May 4, 2015 meeting.

5. MATTER REFERRED TO COMMITTEE

- a) R2015-0112: A Resolution adopting the 2015 Economic Development Plan in accordance with Section 7.05 of the Cuyahoga County Charter and Section 801.01 of the Cuyahoga County Code, and declaring the necessity that this Resolution become immediately effective.

Mr. Nathan Kelly, Interim Director of Development; Mr. Michael May, Economic Development Administrator; Ms. Sarah Cammock, Assistant Law Director; and Mr. Glenn Coyne, Executive Director of the Cuyahoga County Planning Commission, addressed the Committee regarding Resolution No. R2015-0112. Discussion ensued.

Committee members asked questions of Mr. Kelly, Mr. May, Ms. Cammock and Mr. Coyne pertaining to the item, which they answered accordingly.

Mr. Schron then turned the gavel over to Mr. Hairston, Vice-Chair of the Economic Development & Planning Committee, for the remainder of the meeting.

No further legislative action was taken on Resolution No. R2015-0112.

6. MISCELLANEOUS BUSINESS

There was no miscellaneous business.

7. OTHER PUBLIC COMMENT

Ms. June Taylor addressed the Committee regarding Resolution No. R2015-0112, a Resolution adopting the 2015 Economic Development Plan in accordance with Section 7.05 of the Cuyahoga County Charter and Section 801.01 of the Cuyahoga County Code.

8. ADJOURNMENT

With no further business to discuss, Vice-Chairman Hairston adjourned the meeting at 5:04 p.m., without objection.



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June 30, 2015

**VIA FEDEX (RETURN RECEIPT REQUESTED) &
E-Mail to jschmotzer@cuyahogacounty.us**

Armond Budish, County Executive
c/o Jeanne Schmotzer, County Council Clerk
Cuyahoga County
2079 East 9th Street
Cleveland OH, 44115

**RE: Notice of Joint Economic Development District Pursuant
to R.C. § 715.76**

Dear Ms. Schmotzer:

Please take notice that, pursuant to Ohio Revised Code Sections 715.72 through 715.81, Sagamore Hills Township, Summit County, Ohio (the "Township") and the Village of Walton Hills (the "Village") have approved an agreement to create the Village of Walton Hills-Sagamore Hills Township Joint Economic Development District (the "JEDD"). The proposed JEDD is located within Cuyahoga County, Ohio and Summit County, Ohio, and includes contracting parties, as that term is defined for the purposes of Ohio Revised Code Chapter 715, within both Cuyahoga County, Ohio, and Summit County, Ohio. The Township and the Village hereby formally request the approval of the Cuyahoga County Council with respect to the creation of the JEDD.

As required by Ohio Revised Code Section 715.76, enclosed please find the following materials relating to the establishment of the JEDD by the Township and the Village:

- (1) A signed copy of the agreement to form the JEDD (the "JEDD Agreement");
- (2) A description of the areas to be included in the JEDD district (a copy of which is attached to the JEDD Agreement);
- (3) The economic development plan adopted by the contracting parties with respect to the JEDD (a copy of which is attached to the JEDD Agreement);
- (4) Certified copies of legislation of the Township and the Village approving the JEDD Agreement;
- (5) Certificates of the Township and the Village with respect to the public hearing process relating to the creation of the JEDD;

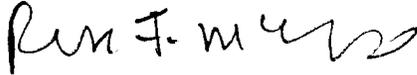
June 30, 2015

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- (6) Signed copies of petitions of owners of properties within the proposed JEDD district, each seeking the creation of the JEDD; and
- (7) Signed copies of petitions of owners of businesses within the proposed JEDD district, each seeking the creation of the JEDD.

Please call with any questions or let me know if any additional information might be helpful. Otherwise, please let us know as soon as the County Council has approved the JEDD. We look forward to working with you.

Sincerely,



Robert F. McCarthy
Bricker & Eckler LLP
(614) 227-2308

cc: Mr. Mark Potter, Chief of Staff, Summit County Council

Enclosures

EXHIBIT A

JEDD AGREEMENT

[NOTE: EFFECTIVE DATE TO BE ADDED UPON COUNTY APPROVAL]

[NOTE: INCLUDES MAP AND ECONOMIC DEVELOPMENT PLAN]

VILLAGE OF WALTON HILLS-SAGAMORE HILLS TOWNSHIP
JOINT ECONOMIC DEVELOPMENT DISTRICT AGREEMENT

This Village of Walton Hills-Sagamore Hills Township Joint Economic Development District Agreement (the “Agreement”) is made and entered into this [___] day of [___], 2015, by and between the Township of Sagamore Hills, Summit County (the “Township”) and the Village of Walton Hills (the “Village” 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 Village desire to promote collaborative economic development efforts by means of creating a joint economic development district (the “District”) pursuant to Ohio Revised Code Sections 715.72 through 715.81 (the “Act”), which District shall facilitate economic development to create or preserve jobs and employment opportunities within the meaning of Ohio Revised Code Section 725.72(C), thereby improving the economic welfare of residents of the Township, the Village, and the State of Ohio (the “State”) generally; and

WHEREAS, the Township and the Village desire to consider options for improved and cost-effective governmental services within the District, including through the potential construction of a fire station or substation on certain District property to better serve the Township, the Village, and the District, all for the purpose of promoting collaborative economic development as set forth herein;

WHEREAS, the Township, which is located entirely within Summit County, Ohio (“Summit County”), and the Village, which is located entirely within Cuyahoga County, Ohio (“Cuyahoga County”), share contiguous territorial boundaries; and

WHEREAS, Summit County and Cuyahoga County are adjacent counties as described in Ohio Revised Code Section 715.72(B); and

WHEREAS, the legislative authorities of the Township and the Village have each approved, authorized and directed the Township and the Village respectively to make and enter into this Agreement, by and through their respective officers in accordance with Resolution No. 15-26, adopted by the Township on June 22, 2015, and Resolution No. 2015-21, adopted by the Village on June 16, 2015.

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 Village, as contracting parties within the meaning of Ohio Revised Code Section 715.72(A)(1), 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 Village of Walton Hills-Sagamore Hills 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:

- A. that it is entering into this Agreement freely and without duress or coercion;
- B. that the creation of the District and the levy of an income tax within the District as provided herein will enable the Township, the Village, 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 Village;
- C. that 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, Cuyahoga County, Summit County, the Township, and the Village; and
- D. that 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 and the Village. In accordance with Ohio Revised Code Section 715.73, no electors reside within the territory comprising the District as of the date hereof. Pursuant to Resolution No. 15-26, adopted by the Board of Trustees of the Township on June 22, 2015, and Resolution No. 2015-21, adopted by the Council of the Village on June 16, 2015 the Township and the Village each have given their respective consent to the inclusion within the District of certain real property owned by the Township and Village and depicted and identified in Exhibit B hereto. The territory to be included in the District is currently zoned “Exempt Property Owned by Township”, “Nursing Homes & Private Hospitals”, and “Exempt Property (Municipality Owned)”, which zoning designations are appropriate to the function of the District.

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 Ohio Revised Code Section 715.77(A)(1). 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. Owners of a majority of the properties located within the District have requested 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 shall commence on the date that the Agreement is first effective, being the date that is thirty-one (31) days after the Agreement is approved in accordance with Ohio Revised Code Section 715.77(A)(4), and shall endure for a period of fifty (50) years. This Agreement shall automatically extend for one renewal term that is fifty (50) years in duration unless either the Township or Village notifies the other Contracting Party in writing at least one year prior to the expiration of the original 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 50 years or the originally contemplated renewal term of 50 years, as applicable. This Agreement may only be terminated in compliance with applicable statutory provisions and in accordance with this Agreement. The Agreement shall continue in existence throughout its term and shall be binding on the Contracting Parties and on either Contracting Party's succeeding entities, whether such entities succeed by annexation, merger, or otherwise.

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 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 shall 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 Village shall keep and maintain the records of the District in accordance with the Village'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 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 Summit County Common Pleas Court to interpret the contract consistent with then-applicable statutes or case law, and if necessary modify or terminate this Agreement in order to comply with then-applicable statutes or case law and to preserve the equities of the Contracting Parties as set forth in this Agreement.

Section 6. Addition of Property to the District.

Subject to any applicable provisions of the Ohio Revised Code now existing or hereafter adopted, this Agreement, including Exhibits A, B, and C hereto, may be amended from time to time to add property to the District. Property may be added to the District upon the filing with either Contracting Party of a request by the majority of the 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. Upon agreement of the Contracting Parties, the Agreement, including Exhibits A, B, and C hereto, shall be amended to add such property to the territory of the District pursuant to the request of the majority of the owners of that property and a majority of the owners of those businesses. Property added to the District shall meet all of the requirements of Section 3 herein and Ohio Revised Code Section 715.73, and all procedures of Ohio Revised Code Section 715.761 shall be followed in connection with any such addition of property to the District. Property shall not be removed from the District without the agreement of both Contracting Parties.

Section 7. Contributions and Covenants of the Contracting Parties.

- A. The Contracting Parties shall undertake good faith efforts to explore the use of shared governmental services, including but not limited to police dispatching services and snow removal, to the extent that such cooperative efforts will benefit the Township and the Village.
- B. 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 including, among other things, through the potential establishment of a fire station or substation on property located within the District and owned by the Village, if so agreed by the Township and the Village.
- C. The Contracting Parties shall be equally responsible for the maintenance of all future roads located within the territory in the District. The Township shall have no responsibility for maintenance of State or county roads located within the District. There are no Village roads in the District. If this Agreement is terminated or not renewed, the roads within the District shall become the responsibility of the Township.
- D. 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 Ohio Revised Code Section 715.81, 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.

- E. The Village agrees to collect, administer, and enforce the income tax applicable in the District in accordance with this Agreement.
- F. The Village and Township shall jointly cooperate in carrying out the economic development plan for the District attached hereto as Exhibit A. The Village 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. The Village 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 Cuyahoga County, Summit County, the Township, and the Village, 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.
- G. 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 prior written agreement of the Contracting Parties prior to incurring legal expenses or otherwise engaging legal counsel to represent the District (the “JEDD Administrative Costs”).
- H. The Township shall be responsible for filing with the County Council of Summit County, and the Village shall be responsible for filing with the County Council of Cuyahoga County, the documents required to be filed by Ohio Revised Code Sections 715.75 and 715.76, respectively, relating to the establishment of the District. The Township shall be responsible for filing with the Director of Development Services of the State the documents required by Ohio Revised Code Section 715.771 relating to the establishment of the District.
- I. The Township shall continue to provide police, fire and emergency medical services within the District at a level sufficient to enable economic development as contemplated by the District and this Agreement. The Contracting Parties agree to provide mutual aid to each other’s services when necessary within the District without charge. The Township shall have the right to issue and reissue

levies in all areas of the Township, including the territory in the District, for the provision of such services. The Contracting Parties shall annually review the provision of services to the District and shall consider sharing responsibility for said services to the extent beneficial to the District.

J. Unless and until the Contracting Parties by separate instrument agree that all or a portion of emergency medical services and fire runs currently provided by the Township within the District will be provided by the Village, the Contracting Parties agree as follows:

- (i) Within sixty (60) days after the end of each fiscal year of the Township, the Township shall certify or cause to be certified to the Village the total actual billing incurred by the Township in connection with providing emergency medical services and fire runs to the Northcoast Behavioral Healthcare facility located at 1756 Sagamore Road, Northfield, Ohio 44067 (the “EMS and Fire Cost”). Such certification additionally shall indicate any portion of said total actual billing that has been or is reasonably anticipated to be collected by the Township, regardless of the source or anticipated source of said collection (the “EMS and Fire Collection”).
- (ii) Within thirty (30) days upon receipt of said certification, and in consideration of the Township’s services in support of the District pursuant to this Agreement, the Village shall pay to the Township one half of the difference between the EMS and Fire Cost and the EMS and Fire Collection (hereinafter, the “EMS and Fire Payment”); provided, however, that the obligation of the Village to pay the EMS and Fire Collection shall be subject to the availability of Village funds and shall apply only to those years in which the income tax revenue distribution to the Village in the immediately preceding year exceeds the EMS and Fire Payment that otherwise would be due and payable to the Township hereunder.

K. This Agreement shall be considered an Annexation Agreement pursuant to Ohio Revised Code Section 709.192. Pursuant to Ohio Revised Code 715.79, the Village and Township agree that during the term of this Agreement and any extension thereof, and for a period of ten (10) years thereafter, the Village will not annex any real property within the Township, including any territory of the District and, to the extent not prohibited by law, the Village shall not accept any such annexation during the term of this agreement any extension thereof and for a period of ten (10) years thereafter.

Section 8. Board of Directors of the District.

The Board is hereby established to govern the District. The Board shall consist of five members appointed as set forth in Ohio Revised Code Section 715.78(A)(1), as follows:

- A. The initial Township member of the Board shall be the Chair of the Board of Township Trustees. Subject to any applicable restrictions in Ohio Revised Code Section 715.78, all future Township members of the Board shall be appointed by a majority vote of the Board of Township Trustees and shall serve at the pleasure of the Board of Township Trustees.
- B. The initial Village member of the Board shall be the Mayor of the Village. Subject to any applicable restrictions in Ohio Revised Code Section 715.78, all future Village members of the Board shall be appointed by Village Council and shall serve at the pleasure of Village Council.
- C. The representative of the business owners located in the District shall be appointed by a majority of all business owners subject to any restrictions in Ohio Revised Code Section 715.78. The initial representative of the business owners located in the District shall be designated by a duly authorized officer or agent acting on behalf of Northcoast Behavioral Healthcare prior to the initial meeting of the Board. Future business owner representatives will be selected pursuant to appointment procedures to be established by the Board; provided that, in determining future business owner representatives, each business entity shall be entitled to only one vote, regardless of the number of owners of the business entity.
- D. The representative of the employees working in the District shall be an employee responsible for providing or managing police, fire, or emergency medical services within the District on behalf of the Township or the Village. The initial representative of the employees shall be designated by the Township prior to the initial meeting of the Board. Appointments thereafter shall alternate between the Township and the Village upon the conclusion of each four-year term.
- E. The fifth member of the Board shall be appointed by the Township member, the Village member, the business owner representative, and the employee representative in accordance with Ohio Revised Code Section 715.78(A)(1)(e).
- F. The Board shall establish procedures for appointing future business owner and employee representatives.

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

The Board shall elect the following officers (hereinafter, 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 Chairperson shall be the Board Member specified in Ohio Revised Code Section 715.78. The Officers shall be elected at the first meeting of the Board and thereafter every other year for two-year terms 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. 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 shall meet at least once each calendar year on a date determined by the Board. The Board shall adopt procedures for holding and conducting regular and special meetings. The Contracting Parties shall provide the Board with necessary meeting space. The Village 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 members shall constitute a quorum for Board meeting purposes. The Board shall 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 shall be 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 Chair shall preside over and conduct the meetings of the Board in accordance with its by-laws or other procedures adopted by the Board. Pursuant to Ohio Revised Code Section 715.78(D), the Board is a public body for the purposes of Ohio Revised Code Section 121.22, the Ohio Public Meetings Act. All meetings of the Board, whether regularly scheduled or special meetings, must comply with the provisions of Ohio Revised Code Section 121.22 as amended from time to time.

The Vice Chair shall act as Chair in the temporary absence of the Chair. The Secretary shall be responsible for the records of the Board including, but not limited to, correspondence and minutes of the meetings of the Board. The Treasurer shall be the fiscal officer of the Board and shall be 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 shall designate by resolution, or in its by-laws, those Officers who may sign documents on behalf of the Board.

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 Village. The budget shall estimate the revenues of the District and the expenses of the operation of the District. The Board shall establish an appropriations procedure to provide for payment of the long-term maintenance of the District and the distribution of income tax revenues in accordance with Section 10 herein.

The Board, on behalf of the District, shall:

- 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 Ohio Revised Code Section 715.74(C) 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 Cuyahoga County, Summit County, the Township, and the Village, 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, 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 Ohio Revised Code Sections 715.72 through 715.81 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 shall adopt a resolution to levy an income tax on employee earnings and the net profits of businesses throughout the District in accordance with Ohio Revised Code Section

715.74(C) (the “Income Tax Resolution”). Each annual Income Tax Resolution shall be effective until it is replaced by a subsequent Income Tax Resolution. Pursuant to Ohio Revised Code Section 715.74(C), all income tax collected from any business or entity within the District or any person working within the District shall be subject to this Agreement and included in the total income tax revenue collected within the District (collectively, the “Total Revenues”). The income tax shall go into effect as soon as legally permissible.

- B. The Income Tax Resolution shall establish the income tax rate for employees working in the District (the “Employee Rate”), which Employee Rate shall at all times during the term of this Agreement equal the rate levied in the Village. As of the date of execution of this Agreement by the Contracting Parties, the Village income tax rate is two and one-half percent (2.5%). In each annual Income Tax Resolution, the Board shall adjust the Employee Rate as necessary so that it matches the rate of income taxation in the Village.
- C. The Income Tax Resolution also shall establish the income tax rate applicable to net profits of businesses in the District (the “Business Rate”), which Business Rate shall at all times during the term of this Agreement equal the rate levied in the Village. In each annual Income Tax Resolution, the Board shall adjust the Business Rate as necessary so that it matches the rate of income taxation in the Village.
- D. The annual Income Tax Resolution shall designate:
 - (i) an amount of Total Revenues necessary to pay JEDD Administrative Costs budgeted for the current fiscal year and any outstanding JEDD Administrative Costs from prior fiscal years shall be paid to an account of the District maintained by the Village and designated the “Village of Walton Hills - Sagamore Hills 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 shall be considered in determining the amount necessary to pay JEDD Administrative Costs in the current fiscal year;
 - (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
 - (C) JEDD Administrative Costs for the purposes of the initial Income Tax Resolution shall include legal costs incurred by the Village in connection with the establishment of the JEDD to a maximum of Fifteen Thousand Dollars (\$15,000.00).

(ii) three percent (3.0%) of the Total Revenues collected in the District shall be set aside to compensate the Village for tax collection services provided by the Village to the District under the District Income Tax Collection and Distribution Agreement (the “Collection Fee”);

(iii) forty-eight and one half percent (48.5%) of the Total Revenues collected in the District shall 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; and

(iv) forty-eight and one half percent (48.5%) of the Total Revenues collected in the District shall be paid to the Village and used by the Village for any lawful purpose, including but not limited to expenses related to the District and its purposes.

The Contracting Parties anticipate that the Village will be the initial District Income Tax Collection Agent under this Agreement. In the event that the Village contracts with a third party to assist it with providing such services within the District and such third party charges the Village in excess of three percent (3.00%) of Total Revenues in the District for said services, (A) the Income Tax Resolution shall increase the portion of Total Revenues payable to the Village as the Collection Fee, which increase, together with the three percent (3.00%) of Total Revenues payable to the Village pursuant to Section 10(D)(ii) hereunder, shall be applied by the Village to pay the costs of said third-party services; and (B) to the extent necessary to support such increase in the Collection Fee, the Income Tax Resolution shall decrease in equal amounts the percentages of Total Revenue payable to the Township and the Village indicated in Section 10(D)(iii) and (iv) hereunder.

- E. The Board shall resolve that, pursuant to this Agreement, the Village will collect, administer, and enforce the income tax within the District in accordance with this Agreement and the Village’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 Ohio Revised Code Section 715.74(C)(2), the Board shall enter into an agreement with the Village (the “District Income Tax Collection and Distribution Agreement”) as expeditiously as possible upon the District’s creation 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 shall provide that the Village is responsible for the receipt, safeguarding, and investment of the income tax revenues collected within the District. The Village annually will deliver a written report to be delivered 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

shall 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 shall 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 shall constitute 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, 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 agree that the nature of the 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 shall be binding upon 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 shall not affect the remainder of any other paragraph, provision or section, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein;
- (ii) the illegality or invalidity of any paragraph, provision or section shall 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 shall be 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 or Section 10 of this Agreement is held to be illegal or invalid for any reason, then provisions of Section 5 shall be applicable.

Section 14. Governing Law.

This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Ohio, and in particular, Ohio Revised Code Sections 715.72 through 715.81 in effect as of the date when the owners of property in the District and the owners of business in the District filed their respective petitions consenting to the formation of the District. A copy of Ohio Revised Code Sections 715.72 through 715.81 in effect as of the date when the owners of property in the District and the owners of business in the District filed their respective petitions consenting to the formation of the District is attached hereto as Exhibit C. In the event that any of Ohio Revised Code Sections 715.72 through 715.81 is amended or is supplemented by the enactment of one or more new sections of the Ohio Revised Code relating to joint economic development districts, the Contracting Parties shall follow the provisions of Ohio Revised Code Sections 715.72 through 715.81 when the owners of property in the District and the owners of business filed their respective petitions consenting to the formation of 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 Ohio Revised Code Sections 715.72 through 715.81 illegal or impossible, then the provisions of Section 6 of this Agreement shall apply.

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.

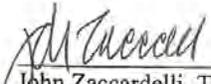
This Agreement may be executed in one or more counterparts, each of which shall be regarded as an original and all of which together shall constitute but one and the same instrument.

[Signature Page Follows]

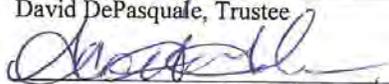
IN WITNESS WHEREOF, the Contracting Parties have caused this Agreement to be duly signed in their respective names by their duly authorized officers, all as of the date first hereinbefore written.

TOWNSHIP OF SAGAMORE HILLS,
SUMMIT COUNTY, OHIO

By: 
Paul Schweikert, Trustee

By: 
John Zaccardelli, Trustee

By: 
David DePasquale, Trustee

By: 
Scott Gale, Fiscal Officer 6/22/15

Approved as to form and correctness


Jeffrey Snell
Legal Counsel to Township of Sagamore Hills
Summit County, Ohio

VILLAGE OF WALTON HILLS

By: _____
Kevin Hurst
Mayor

Approved as to form and correctness

Blair Melling
Director of Law

[Signature Page to Village of Walton Hills-Sagamore Hills Township
Joint Economic Development District Agreement]

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 SAGAMORE HILLS,
SUMMIT COUNTY, OHIO

By: _____
Paul Schweikert, Trustee

By: _____
John Zaccardelli, Trustee

By: _____
David DePasquale, Trustee

By: _____
Scott Gale, Fiscal Officer

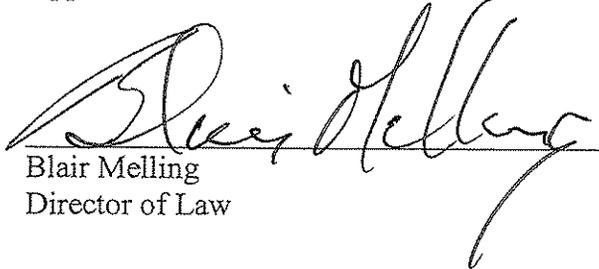
Approved as to form and correctness

Jeffrey Snell
Legal Counsel to Township of Sagamore Hills
Summit County, Ohio

VILLAGE OF WALTON HILLS

By:  _____
Kevin Hurst
Mayor

Approved as to form and correctness

 _____
Blair Melling
Director of Law

[Signature Page to Village of Walton Hills-Sagamore Hills Township
Joint Economic Development District Agreement]

EXHIBIT A

ECONOMIC DEVELOPMENT PLAN

Introduction

The purpose of this plan, established pursuant to Ohio Revised Code Section 715.70, is to set forth the economic development objectives of the Village of Walton Hills-Sagamore Hills Township Joint Economic Development District (the “District”). This plan shall serve as a framework for the District’s efforts to engineer economic growth, job retention and creation in Sagamore Hills Township (the “Township”) and the Village of Walton Hills (the “Village”) as well as throughout the region as a whole.

The District is generally located on approximately 265 acres within Sagamore Hills Township, Summit County, at the northern border within the Village of Walton Hills, Ohio. A portion of the District is located just northeast of this area, within the Village of Walton Hills. The largest property within the District is the campus of Northcoast Behavioral Healthcare Hospital (the “Hospital), which is undergoing a three-year, \$68.5 million redevelopment project.

The District is located in an outer-ring suburbs centrally located between Cleveland and Akron in the Northeast Ohio region, at the border of Summit and Cuyahoga Counties. Although the Township was organized in 1947 and the Village in 1951, most significant growth in the vicinity of the District has occurred during the last 30 years and has been fueled by the region’s high-performing schools, outstanding quality of life, and convenient location to both Cleveland and Akron.

The District, together with its partners the Township and the Village, will strive to fuel the continued growth and prosperity of the region. The District will work to maintain and expand business opportunities within the Township and the Village to further advance the quality of life for employers, employees and area residents. It will promote high-quality development and infrastructure to facilitate needs of the entities and businesses in the area as well as residents throughout the community.

Goals

The immediate priority of the District will be to develop appropriate government services to support the District and the current Hospital expansion. The Hospital expansion is expected to create additional traffic and the need for enhanced Fire, EMS, and Police Services. The District will work closely with affected local governments, including the Township, the Village, Summit County, and Cuyahoga County to ensure that the District can maximize the necessary support and infrastructure to support the District. In addition, the Village and Township will continue to work together to enhance safety services in the area and to seek to acquire additional equipment and facilities to serve the District.

Schedule for New, Expanded, and Additional Services, Facilities and Improvements

The District will facilitate the provision of the following new expanded additional services facilities and improvements:

EXHIBIT A

- The complete pavement rehabilitation of Sagamore Road from Northfield Road to Canal Road. The last significant improvement to Sagamore Road was a partial resurfacing performed in 1991. The Village and Township will use the District revenue to continue to perform preventative maintenance upon Sagamore Road in an attempt to prolong the life of the pavement. These maintenance items include crack sealing, cold patching, berm replacements, and full-depth pavement spot repairs. The District will help support the long term debt that the Village and the Township have incurred to facilitate this project.
- The 2015 improvement project also will include a complete asphalt pavement rehabilitation. This rehabilitation will consist of an asphalt recycling process, as well as a resurfacing whereby the existing roadway will be recycled and used as a base for the new asphalt pavement. The existing pavement is approximately 18,500 feet in length and approximately 20 feet in width. The finished pavement will be of the same dimensions.
- The 2015 improvement project will include the complete replacement of the water main along Sagamore Road, installed in 1965, more than 50 years ago. This project will consist of a water main replacement along Sagamore Road of approximately 10,400 lineal feet. The existing water main consists of approximately 8,800 lineal feet of 8" diameter pipe, and approximately 1,600 lineal feet of 12" pipe. All water main will be replaced in-kind by the City of Cleveland. This work will also include replacing all water service connections and fire hydrants along Sagamore Road.
- The District will also enable the provision of periodic capital improvements and long-term maintenance of the roadways, off ramps, sidewalks, intersections, signage and other public infrastructure in the vicinity of 1756 Sagamore Road in support of the District;
- The Village and the Township have regularly discussed shared services for Fire and EMS services. Through the District, the Village and Township plan to expand safety services to improve response times and enhance the equipment available to service the District. To that end, the JEDD Agreement provides for a shared responsibility of such safety services within the District.
- The Village and Township have included Cuyahoga County Permanent Parcels 79420044 and 79420053, both owned by the Village, within the District because these parcels have been considered as potential sites for a future Fire/EMS station. Presently the Village has no Fire Station and contracts for such services. In addition, at the request of the Village, a nationally recognized architectural firm, Brandstetter Carroll Inc., reviewed an existing plan for a new Fire/EMS plan that was prepared in 2001 to provide updates with respect to the plan and the related budget estimate. As reflected in the attached Exhibit B, the firm recommends for the purposes of serving the Village, the Township, and the District the construction of an approximately 9,622 square foot structure, including two bays, with living and office quarters for a fire station. The new fire station would require new fire apparatus and staffing and enhance services and response times for the District. The estimated cost of the new fire station would cost

EXHIBIT A

\$2.75 million. The new facility would include at least two full time staff members 24/7. The fire apparatus is not included in this estimate.

- The JEDD is located directly adjacent to a tremendous collection of parks including the Cleveland MetroParks, Summit MetroParks Bike and Hike Trail and the Cuyahoga Valley National Park. These parks provide refuge for native plants and animals, trails and recreation for visitors. The Cuyahoga Valley National Park's Towpath Trail is a national tourist attraction and is part of a National Scenic Byway. The District is within close proximity to these scenic trails, historic buildings and a waterfall that are not readily accessible. The District hopes to help enhance the access to these regional resources to enhance the economic growth of the District and the region.

These parks provide an invaluable amenity to businesses within the District and the regional economy as a whole. They attract visitors and enhance the quality of life for employees and employers alike. Large regional employers, including as the North Coast Behavioral Healthcare facility within the District, are building campuses near parks or developing park-like amenities to attract and retain employees. Such campuses offer a beautiful setting that encourages employees to access trails and other amenities for the purposes of physical wellness as well as transportation so that employers can easily provide employee wellness programs as a method of controlling health care costs and enhancing their businesses. Other major employers in the region, including Progressive Insurance Corporate Campus in Mayfield Heights and the Cleveland Clinic, have experienced significant success in adopting similar models. The District can further develop such amenities to improve the business climate within the District and the surrounding community. As the North Coast Behavioral Healthcare Hospital expansion nears completion, the District can create enhance natural and new landscape design to integrate the facility into the parks that surround the District.

- The District will further ensure the provision of:
 - Safe, adequate and efficient vehicular and pedestrian traffic patterns in the district area;
 - The timely inspection and review of all plans relating to the current and ongoing renovation of roadway and trail amenities;
 - Additional and enhanced governmental services, including police, fire, and emergency medical and service protection; and
 - Encouragement of economic development, job creation and commercial investment in order to create and retain job growth.

EXHIBIT B

DISTRICT TERRITORY

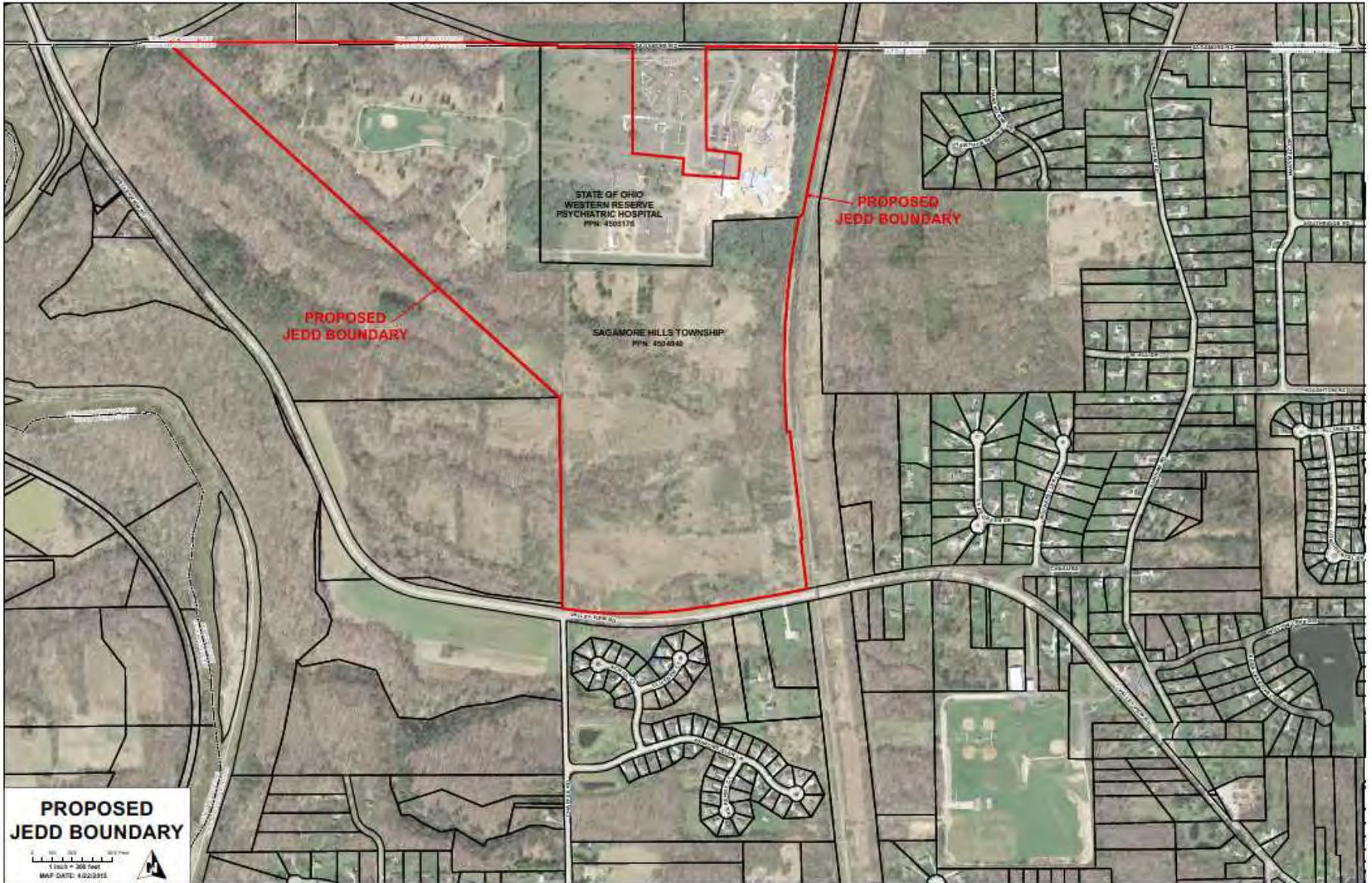


EXHIBIT B



EXHIBIT B

The Village of Walton Hills-Sagamore Hills Township Joint Economic Development District (the "District") shall include the following parcels, as identified in the records of the County Auditor of Cuyahoga County, Ohio and the County Auditor of Summit County, Ohio, each as of [___], 2015; provided that with respect to Summit County parcel number 4505176, the District shall include only the portion of that parcel indicated on the maps on the preceding pages hereto:

Cuyahoga County Parcel Number
79420044
79420053

Summit County Parcel Number
4504940
4505176

EXHIBIT C

OHIO REVISED CODE SECTIONS
715.72 THROUGH 715.82
EFFECTIVE AS OF DATE OF PETITION

715.72 Alternative procedures and requirements for creating joint economic development district.

(A) As used in sections 715.72 to 715.81 of the Revised Code:

(1) "Contracting parties" means one or more municipal corporations , one or more townships, and, under division (D) of this section, one or more counties that have entered into a contract under this section to create a joint economic development district.

(2) "District" means a joint economic development district created under sections 715.72 to 715.81 of the Revised Code.

(3) "Contract for utility services" means a contract under which a municipal corporation agrees to provide to a township or another municipal corporation water, sewer, electric, or other utility services necessary to the public health, safety, and welfare.

(B) Sections 715.72 to 715.81 of the Revised Code provide alternative procedures and requirements to those set forth in sections 715.70 and 715.71 of the Revised Code for creating and operating a joint economic development district. Sections 715.72 to 715.81 of the Revised Code apply to municipal corporations and townships that are located in the same county or in adjacent counties.

(C) One or more municipal corporations , one or more townships, and, under division (D) of this section, one or more counties may enter into a contract pursuant to which they create as a joint economic development district one or more areas for the purpose of facilitating economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in this state and in the area of the contracting parties.

(1) Except as otherwise provided in division (C)(2) of this section, the territory of each of the contracting parties shall be contiguous to the territory of at least one other contracting party, or contiguous to the territory of a township , municipal corporation, or county that is contiguous to another contracting party, even if the intervening township or municipal corporation is not a contracting party.

(2) Contracting parties that have entered into a contract under section 715.70 or 715.71 of the Revised Code creating a joint economic development district prior to November 15, 1995, may enter into a contract under this section even if the territory of each of the contracting parties is not contiguous to the territory of at least one other contracting party, or contiguous to the territory of a township or municipal corporation that is contiguous to another contracting party as otherwise required under division (C)(1) of this section. The contract and district shall meet the requirements of sections 715.72 to 715.81 of the Revised Code.

(D) If, on or after the effective date of this amendment but on or before June 30, 2009, one or more municipal corporations and one or more townships enter into a contract or amend an existing contract under this section, one or more counties in which all of those municipal corporations or townships are located also may enter into the contract as a contracting party or parties.

Effective Date: 03-22-1999; 2008 SB129 12-30-2008

715.73 Criteria for including areas.

The area or areas to be included in a joint economic development district shall meet all of the following criteria:

(A) The area or areas shall be located within the territory of one or more of the contracting parties and may consist of all of that territory.

(B) No electors shall reside within the area or areas on the effective date of the contract creating the joint economic development district, as determined under section 715.77 of the Revised Code.

(C) The area or areas shall not include any parcel of land owned in fee by or leased to a municipal corporation or township, unless the municipal corporation or township is a contracting party or has given its consent to have the parcel of land included in the district by the adoption of an ordinance or resolution.

Effective Date: 11-15-1995; 2008 HB562 09-22-2008

715.74 Contract provisions.

(A) The contract creating a joint economic development district shall provide for the amount or nature of the contribution of each contracting party to the development and operation of the district and may provide for the sharing of the costs of the operation of and improvements for the district. The contributions may be in any form to which the contracting parties agree and may include, but are not limited to, the provision of services, money, real or personal property, facilities, or equipment. The contract may provide for the contracting parties to share revenue from taxes levied by one or more of the contracting parties, if those revenues may lawfully be applied to that purpose under the legislation by which those taxes are levied. The contract shall specify and provide for new, expanded, or additional services, facilities, or improvements. The contract may provide for expanded or additional capacity for or other enhancement of existing services, facilities, or improvements.

(B) The contract shall enumerate the specific powers, duties, and functions of the board of directors of the district described under section 715.78 of the Revised Code and shall provide for the determination of procedures that are to govern the board.

(C)

(1) The contract may grant to the board the power to adopt a resolution to levy an income tax within the district and the contract may designate certain portions of the district where such an income tax may be levied. The income tax shall be used for the purposes of the district or any portion of the district in which the contract authorizes an income tax and for the purposes of the contracting parties pursuant to the contract. The income tax may be levied in the district based on income earned by persons working within the district and based on the net profits of businesses located in the district, but the income of an individual who resides in the district shall not be subject to such income tax unless the income is received for personal services performed in the district. The income tax of the district shall follow the provisions of Chapter 718. of the Revised Code, except that no vote shall be required. The rate of the income tax shall be no higher than the highest rate being levied by a municipal corporation that is a contracting party.

(2) If the board adopts a resolution to levy an income tax, it shall enter into an agreement with a municipal corporation that is a contracting party to administer, collect, and enforce the income tax on behalf of the district.

(3) A resolution levying an income tax under this section shall require the contracting parties to annually set aside a percentage, to be stated in the resolution, of the amount of the income tax

collected for the long-term maintenance of the district.

(4) An income tax levied under this section shall apply in the district or any portion of the district in which the contract authorizes an income tax throughout the term of the contract creating the district, notwithstanding that all or a portion of the district becomes subject to annexation, merger, or consolidation.

(D) The contract creating a joint economic development district shall continue in existence throughout its term and shall be binding on the contracting parties and on any parties succeeding to the contracting parties, whether by annexation, merger, or consolidation. Except as provided in division (E) of this section, the contract may be amended, renewed, or terminated with the approval of the contracting parties or any parties succeeding to the contracting parties. If the contract is amended to add area to an existing district, the amendment shall be adopted in the manner prescribed under section 715.761 of the Revised Code.

(E) If two or more contracting parties previously have entered into a separate contract for utility services, then amendment, renewal, or termination of the separate contract for utility services shall not constitute any part of the consideration for the contract creating a joint economic development district. A contract creating a joint economic development district shall be rebuttably presumed to violate this division if it is entered into within two years prior or five years subsequent to the amendment, renewal, or termination of a separate contract for utility services that two or more contracting parties previously have entered into. The presumption stated in this division may be rebutted by clear and convincing evidence of both of the following:

(1) That other substantial consideration existed to support the contract creating a joint economic development district;

(2) That the contracting parties entered into the contract creating a joint economic development district freely and without duress or coercion related to the amendment, renewal, or termination of the separate contract for utility services.

(F) A contract creating a joint economic development district that violates division (E) of this section is void and unenforceable.

(G) The contract may designate property as a community entertainment district or may be amended to designate property as a community entertainment district as prescribed in division (D) of section 4301.80 of the Revised Code. A contract or amendment designating a community entertainment district shall include all information and documentation described in divisions (B)(1) through (6) of section 4301.80 of the Revised Code. The public notice required under section 715.75 of the Revised Code shall specify that the contract designates a community entertainment district and describe the location of that district. Except as provided in division (F) of section 4301.80 of the Revised Code, an area designated as a community entertainment district under a joint economic development district contract shall not lose its designation even if the contract is canceled or terminated.

Amended by 130th General Assembly File No. TBD, HB 494, §1, eff. 3/23/2015.

Effective Date: 03-22-1999; 2008 HB562 09-22-2008; 2008 SB129 12-30-2008

715.75 Hearing and notice.

Before the legislative authority of any of the contracting parties adopts an ordinance or resolution approving a contract to create a joint economic development district, the legislative authority of each of the contracting parties shall hold a public hearing concerning the contract and district. Each legislative authority shall provide at least thirty days' public notice of the time and place of the public hearing in a newspaper of general circulation in the municipal corporation, township,

or county, as applicable. During the thirty-day period prior to the public hearing and until the filing is made under section 715.76 of the Revised Code, all of the following documents shall be available for public inspection in the office of the clerk of the legislative authority of a municipal corporation and county that is a contracting party and in the office of the fiscal officer of a township that is a contracting party:

- (A) A copy of the contract creating the district;
- (B) A description of the area or areas to be included in the district, including a map in sufficient detail to denote the specific boundaries of the area or areas and to indicate any zoning restrictions applicable to the area or areas;
- (C) An economic development plan for the district that consists of both of the following schedules:
 - (1) A schedule for the provision of the new, expanded, or additional services, facilities, or improvements described in division (A) of section 715.74 of the Revised Code;
 - (2) A schedule for the collection of an income tax levied under division (C) of section 715.74 of the Revised Code.

A public hearing held under this section shall allow for public comment and recommendations on the contract and district. The contracting parties may include in the contract any of those recommendations prior to approval of the contract.

Before any of the contracting parties approves a contract under section 715.76 of the Revised Code, the contracting parties shall deliver a copy of the contract to the board of county commissioners of each county in which a contracting party is located. Any such county may enter into an agreement with the contracting parties regarding the provision of services by the county within the proposed district and may enter into an agreement with the contracting parties to extend services to the area or areas to be included in the district. A county that is a contracting party under division (D) of section 715.72 of the Revised Code is entitled to a copy of the contract as if the county were not a contracting party. Such a county may enter into an agreement with the other contracting parties regarding its provision or extension of services within the proposed district as contemplated by the contract.

Effective Date: 11-15-1995; 12-20-2005; 2008 SB129 12-30-2008

715.76 Ordinances and resolution approving contract.

After the public hearings required under section 715.75 of the Revised Code have been held, each contracting party may adopt an ordinance or resolution approving the contract to create a joint economic development district. After each contracting party has adopted an ordinance or resolution, the contracting parties jointly shall file with the legislative authority of each county within which a contracting party is located all of the following documents:

- (A) A signed copy of the contract;
- (B) A description of the area or areas to be included in the district, including a map in sufficient detail to denote the specific boundaries of the area or areas and to indicate any zoning restrictions applicable to the area or areas;
- (C) The economic development plan described in division (C) of section 715.75 of the Revised Code;
- (D) Certified copies of the ordinances and resolutions of the contracting parties relating to the contract and district;
- (E) A certificate of each contracting party that the public hearings required by section 715.75 of the Revised Code have been held, the date of the hearings, and evidence of publication of the

notice of the hearings;

(F) A petition signed by a majority of the owners of property located within the area or areas to be included in the district;

(G) A petition signed by a majority of the owners of businesses, if any, located within the area or areas to be included in the district.

The petitions described in divisions (F) and (G) of this section shall specify that all of the documents described in divisions (A) to (C) of section 715.75 of the Revised Code are available for public inspection in the office of the clerk of the legislative authority of each municipal corporation and county that is a contracting party or the office of the fiscal officer of each township that is a contracting party.

The legislative authority of a county that is a contracting party under division (D) of section 715.72 of the Revised Code is entitled to all of the documents described in divisions (A) to (G) of this section as if the county were not a contracting party.

Not later than ten days after all of the documents described in divisions (A) to (G) of this section have been filed, each contracting party shall give notice to those owners of property within the area or areas to be included in the district who did not sign the petition described in division (F) of this section and whose property is located within the boundaries of that contracting party and to those owners of businesses, if any, within the area or areas to be included in the district who did not sign the petition described in division (G) of this section and whose property is located within the boundaries of that contracting party. Notice shall be given by certified mail and shall specify that the owners of property and businesses are located within the area or areas to be included in the district and that all of the documents described in divisions (A) to (C) of section 715.75 of the Revised Code are available for public inspection in the office of the clerk of the legislative authority of each municipal corporation and county that is a contracting party or the office of the fiscal officer of each township that is a contracting party. The contracting parties shall equally bear the cost of providing notice under this section.

If the contracting parties do not file all of the documents described in divisions (A) to (G) of this section, the legislative authority of a county that is not a contracting party within which a contracting party is located may adopt a resolution disapproving the creation of the joint economic development district. In addition, the legislative authority of the county may adopt a resolution disapproving the creation of the district if it determines, in written findings of fact, that each contracting party did not enter into the contract freely and without duress or coercion.

Effective Date: 03-22-1999; 12-20-2005; 2008 SB129 12-30-2008

715.761 Adding area by amendment.

(A) The contracting parties may amend the contract to add to a joint economic development district any area that was not originally included in the district when the contract took effect. Area may be added only if the area satisfies the criteria prescribed under section 715.73 of the Revised Code.

(B) An amendment adding area to a district shall be approved by a resolution or ordinance adopted by each of the contracting parties. The contracting parties shall conduct public hearings on the amendment, provide notice, and deliver a copy of the amendment to the legislative authority of the county in which the added area is located in the manner required under section 715.75 of the Revised Code for original contracts. The legislative authority of a county that is a contracting party under division (D) of section 715.72 of the Revised Code is entitled to a copy of the amendment as if the county were not a contracting party. The contracting parties shall

make available for public inspection a copy of the amendment, a description of the area to be added to the district, and a map of that area in sufficient detail to denote the specific boundaries of the area and to indicate any zoning restrictions applicable to the area.

(C) After adopting resolutions or ordinances approving the addition of the area, the contracting parties jointly shall file with the legislative authority of the county in which the added area is located the documents required to be filed under section 715.76 of the Revised Code, except that:

(1) A copy of the amendment to the contract shall be filed in lieu of a copy of the contract.

(2) The description and map shall be of the area to be added instead of the entire area of the district.

(3) The economic development plan need not be filed.

(4) Certified copies of the resolutions and ordinances approving the amendment shall be filed.

(5) The certificates otherwise required under division (E) of section 715.76 of the Revised Code shall certify that the hearings required under division (B) of this section have been held, shall indicate the date of those hearings, and shall include evidence that notice of the hearings was published.

(6) The petition otherwise required under division (F) of section 715.76 of the Revised Code shall be signed by a majority of the owners of property located in the area to be added to the district, the petition otherwise required under division (G) of that section shall be signed by a majority of the owners of businesses, if any, located in the area to be added to the district, and the petitions shall specify that the documents described in division (B) of this section are available for public inspection as otherwise required under section 715.75 of the Revised Code.

(D) The resolution of a board of township trustees approving an amendment adding area to an existing joint economic development district is not required to be submitted to the electors of the township.

Effective Date: 03-22-1999; 2008 SB129 12-30-2008

715.77 Election on contract approval.

(A)

(1) A board of township trustees that is a party to a contract creating a joint economic development district pursuant to sections 715.72 to 715.82 of the Revised Code may choose to not submit its resolution approving the contract to the electors of the township if all of the following conditions are satisfied:

(a) The resolution has been approved by a unanimous vote of the members of the board of township trustees or, if a county is one of the contracting parties under division (D) of section 715.72 of the Revised Code, the resolution has been approved by a majority vote of the members of the board of township trustees;

(b) The creation of the joint economic development district is proposed at the request of a majority of the owners of land included within the proposed district;

(c) The territory to be included in the proposed joint economic development district is zoned in a manner appropriate to the function of the proposed district.

(2) Unless the legislative authority of a county adopts a resolution under section 715.76 of the Revised Code disapproving the creation of a joint economic development district within thirty days after the filing made under that section, the legislative authority of each such county shall adopt a resolution acknowledging the receipt of the required documents, approving the creation of the joint economic development district, and, if the board of township trustees has not invoked its authority under division (A)(1) of this section, directing that the resolution of the board of

township trustees approving the contract creating the joint economic development district be submitted to the electors of the township for approval at the next succeeding general, primary, or special election. If the board of township trustees chooses to submit approval of the contract to the electors of the township, the legislative authority of the county shall file with the board of elections at least ninety days before the day of the election a copy of the resolution of the board of township trustees approving the contract. The resolution of the legislative authority of the county also shall specify the date the election is to be held and shall direct the board of elections to conduct the election in the township.

(3) If the resolution of the legislative authority of the county is not adopted within the thirty-day period after the filing made under section 715.76 of the Revised Code, the joint economic development district shall be deemed approved by the county legislative authority and, if the board of township trustees has not invoked its authority under division (A)(1) of this section, the board of township trustees shall file its resolution with the board of elections for submission to the electors of the township for approval at the next succeeding general, primary, or special election. In such case, the board of township trustees shall file the resolution at least ninety days before the specified date the election is to be held and shall direct the board of elections to conduct the election in the township.

(4) Any contract creating a joint economic development district in which a board of township trustees is a party shall provide that the contract is not effective earlier than the thirty-first day after its approval, including any approval by electors required in this section.

If the board of township trustees chooses pursuant to division (A)(1) of this section not to submit the approval of the contract to the electors, the resolution of the board of township trustees approving the contract is subject to a referendum of the electors of the township when requested through a petition. When signed by ten per cent of the number of electors in the township who voted for the office of governor at the most recent general election, a referendum petition asking that the resolution be submitted to the electors of the township may be presented to the board of township trustees. Such a petition shall be presented within thirty days after the board of township trustees adopts the resolution. The board of township trustees shall, not later than four p.m. of the tenth day after receipt of the petition, certify the text of the resolution to the board of elections. The board of elections shall submit the resolution to the electors of the township for their approval or rejection at the next general, primary, or special election occurring at least ninety days after such certification.

(B) The ballot shall be in the following form:

"Shall the resolution of the board of township trustees approving the contract with
(here insert name of each municipal corporation and other township that is a contracting party)
for the creation of a joint economic development district be approved?"

FOR THE RESOLUTION AND CONTRACT
AGAINST THE RESOLUTION AND CONTRACT "

If a majority of the electors of the township voting on the issue vote for the resolution and contract, the resolution shall become effective immediately and the contract shall go into effect on the thirty-first day after this election or thereafter in accordance with terms of the contract.

Amended by 128th General Assembly File No.29, HB 48, §1, eff. 7/2/2010.

Effective Date: 03-22-1999; 2008 SB129 12-30-2008

715.771 Filing documents with director of development.

Upon the creation of or addition to a joint economic development district under section 715.72 or

715.761 of the Revised Code, one of the contracting parties shall file a copy of each of the documents described in divisions (A) to (G) of section 715.76 or division (C) of section 715.761 of the Revised Code, as applicable, with the director of development.

Amended by 130th General Assembly File No. TBD, HB 289, §1, eff. 6/5/2014.

Effective Date: 03-22-1999

715.78 Board of directors of joint economic development district.

(A) A board of directors shall govern each joint economic development district created under section 715.72 of the Revised Code.

(1) 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:

- (a) One member representing the municipal corporations that are contracting parties;
- (b) One member representing the townships that are contracting parties;
- (c) One member representing the owners of businesses located within the district;
- (d) One member representing the persons working within the district;
- (e) One member representing the counties that are contracting parties, or, if no contracting party is a county, one member selected by the members described in divisions (A)(1)(a) to (d) of this section.

The members of the board shall be appointed as provided in the contract. Of the members initially appointed to the board, the member described in division (A)(1)(a) of this section shall serve a term of one year; the member described in division (A)(1)(b) of this section shall serve a term of two years; the member described in division (A)(1)(c) of this section shall serve a term of three years; and the members described in divisions (A)(1)(d) and (e) of this section shall serve terms of four years. Thereafter, terms for each member shall be for four years, each term ending on the same day of the same month of the year as did the term that it succeeds. A member may be reappointed to the board, but no member shall serve more than two consecutive terms on the board.

The member described in division (A)(1)(e) of this section shall serve as chairperson of a board described under division (A)(1) of this section.

(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 following members:

- (a) One member representing the municipal corporations that are contracting parties;
- (b) One member representing the townships that are contracting parties;
- (c) One member representing the counties that are contracting parties, or if no contracting party is a county, one member selected by the members described in divisions (A)(2)(a) and (b) of this section.

The members of the board shall be appointed as provided in the contract. Of the members initially appointed to the board, the member described in division (A)(2)(a) of this section shall serve a term of one year; the member described in division (A)(2)(b) of this section shall serve a term of two years; and the member described in division (A)(2)(c) of this section shall serve a term of three years. Thereafter, terms for each member shall be for four years, each term ending on the same day of the same month of the year as did the term that it succeeds. A member may be reappointed to the board, but no member shall serve more than two consecutive terms on the board.

The member described in division (A)(2)(c) of this section shall serve as chairperson of a board described under division (A)(2) of this section.

(B) A board described under division (A)(1) or (2) of this section has no powers except as described in sections 715.72 to 715.81 of the Revised Code and in the contract creating the joint economic development district.

(C) Membership on the board of directors of a joint economic development district is not the holding of a public office or employment within the meaning of any section of the Revised Code or any charter provision prohibiting the holding of other public office or employment. Membership on such a board is not a direct or indirect interest in a contract or expenditure of money by a municipal corporation, township, county, or other political subdivision with which a member may be affiliated. Notwithstanding any provision of law or a charter to the contrary, no member of a board of directors of a joint economic development district shall forfeit or be disqualified from holding any public office or employment by reason of membership on the board.

(D) The board of directors of a joint economic development district is a public body for the purposes of section 121.22 of the Revised Code. Chapter 2744. of the Revised Code applies to such a board and the district.

Effective Date: 03-22-1999; 2008 SB129 12-30-2008

715.79 Annexation, merger, or consolidation proceedings barred.

(A) No annexation proceeding pursuant to Chapter 709. of the Revised Code that proposes the annexation to, merger of, or consolidation with a municipal corporation of any unincorporated territory within a joint economic development district, or joint economic development zone that is subject to division (I)(2) of section 715.691 of the Revised Code, shall be commenced for a period of three years after the contract creating the district or zone is approved by the majority of the electors under section 715.77 or 715.691 of the Revised Code. This division does not apply if the contract is terminated during this period or if each board of township trustees whose territory is included within the district or zone and whose territory is proposed to be annexed, merged, or consolidated adopts a resolution consenting to the commencement of the proceeding. Each such board of township trustees shall file a copy of the resolution with the clerk of the legislative authority of each county within which a contracting party is located.

(B) The contract creating a joint economic development district, or joint economic development zone that is subject to division (I)(2) of section 715.691 of the Revised Code, may prohibit any annexation proceeding by a contracting municipal corporation of any unincorporated territory within the district or zone beyond the three-year period described in division (A) of this section.

(C) No contracting party is divested or relieved of its rights or obligations under the contract creating a joint economic development district, or joint economic development zone that is subject to division (I)(2) of section 715.691 of the Revised Code, because of annexation, merger, or consolidation.

Effective Date: 07-09-1996

715.80 Binding agreements concerning zoning, other regulatory and proprietary matters.

Contracting parties may enter into binding agreements pursuant to the contract creating a joint economic development district, or joint economic development zone that is subject to division (I)(2) of section 715.691 of the Revised Code, with respect to the substance and administration of zoning and other land-use regulations, building codes, permanent public improvements, and other regulatory and proprietary matters determined to be for a public purpose. No contract, however, shall exempt the territory within the district or zone from the procedures of land use

regulation applicable pursuant to municipal corporation, township, and county regulations, including, but not limited to, zoning procedures.

Effective Date: 07-09-1996

715.81 Authority of municipal corporations and townships.

The powers granted under sections 715.72 to 715.81 of the Revised Code are in addition to and not in the derogation of all other powers granted to municipal corporations , townships, and counties pursuant to law. When exercising a power or performing a function or duty under a contract entered into under section 715.72 of the Revised Code, a municipal corporation may exercise all of the powers of a municipal corporation, and may perform all the functions and duties of a municipal corporation, within the joint economic development district, pursuant to and to the extent consistent with the contract. When exercising a power or performing a function or duty under a contract entered into under either section 715.691 or 715.72 of the Revised Code, a township may exercise all of the powers of a township, and may perform all the functions and duties of a township, within the joint economic development district, or joint economic development zone that is subject to division (I)(2) of section 715.691 of the Revised Code, pursuant to and to the extent consistent with the contract.

When exercising a power or performing a function or duty under a contract entered into under division (D) of section 715.72 of the Revised Code, a county may exercise all of the powers of a county, and may perform all the functions and duties of a county, within the joint economic development district, pursuant to and to the extent consistent with the contract.

No political subdivision shall grant any tax exemption under Chapter 1728. or section 3735.67 , 5709.62 , 5709.63 , or 5709.632 of the Revised Code on any property located within the district, or zone that is subject to division (I)(2) of section 715.691 of the Revised Code, without the consent of the contracting parties. The prohibition against granting a tax exemption under this section does not apply to any exemption filed, pending, or approved before the effective date of the contract entered into under either section 715.691 or 715.72 of the Revised Code.

Effective Date: 07-09-1996; 2006 HB699 03-29-2007; 2008 SB129 12-30-2008

715.82 Issuing industrial development bonds.

A municipal corporation may issue bonds and exercise all other powers under Chapter 165. of the Revised Code for one or more projects or parts thereof located in a joint economic development district created pursuant to a contract entered into under section 715.70 , 715.71 , or 715.72 to 715.82 of the Revised Code to which the municipal corporation is a party, or in a township adjacent to that municipal corporation, if the legislative authority of the municipal corporation determines that the project is in furtherance of the public purposes of the state to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the municipal corporation and the township. As used in this section, "project" has the same meaning as in division (H) of section 165.01 of the Revised Code, except that a project described in this section is not required to be located within the territorial boundaries of the municipal corporation.

Effective Date: 03-22-1999

EXHIBIT D

FIRE STATION NEEDS ANALYSIS

PROTOTYPICAL SUBURBAN FIRE STATION						
				Net SF	Grossing	Gross SF
FIRE ADMINISTRATION						
Lobby/Vestibule		1	150	150	30%	195
Chief		1	200	200	30%	260
Assistant Chief/Lts.	Shared space (3 people)	1	250	250	30%	325
Admin/Dispatch		1	250	250	30%	325
Work/Copy Room	Copier, fax, mail, office support	1	150	150	30%	195
File Room	General Storage	1	150	150	30%	195
				1,000		1,495
WORK SUPPORT						
Kitchen	Stove, refrigerator, dining cabinets	1	200	200	30%	260
Eating	Tables/chairs (10 people)	1	200	200	30%	260
Dayroom	Chairs, couch, TV's	1	250	250	30%	325
Sleeping Area	Dormitory Style	1	550	550	30%	715
Restrooms	Male/Female	2	200	400	30%	520
Lockers/Showers	Male/Female	2	200	400	30%	520
Laundry	Washer/dryer	1	120	120	30%	156
				2,120		2,756
APPARATUS BAYS						
Truck Bays	16' x 80' bays	2	1,280	2,560	15%	2,944
Tool Room	Hand tools, work bench	1	150	150	15%	173
Decontamination	Shower, grease/oil trap	1	120	120	15%	138
Air Compressor		1	100	100	15%	115
Gear Lockers	Large gear - 50 lockers	1	740	740	15%	851
Training Mezzanine	Bay access	1	500	500	15%	575
Washer/Dryer	Commercial equipment	1	100	100	15%	115
Training Tower	Doors, windows, height	1	400	400	15%	460
				4,670		5,371
Total Building Area				7,790		9,622



EXHIBIT B
LEGISLATIVE APPROVALS

RESOLUTION 15-26
Adopted 6-22-15

**A RESOLUTION APPROVING THE AGREEMENT TO CREATE THE
VILLAGE OF WALTON HILLS - SAGAMORE HILLS TOWNSHIP
JOINT ECONOMIC DEVELOPMENT DISTRICT**

RESOLUTION introduced by David DePasquale.

WHEREAS, Ohio Revised Code Chapter 715 empowers certain political subdivisions to form joint economic development districts to share in the costs of improvements for economic development purposes; and

WHEREAS, in accordance with Ohio Revised Code Sections 715.72 through 715.81, the Sagamore Hills Township and the Village of Walton Hills, Cuyahoga County, Ohio (the "Village") have negotiated and intend to enter into the Village of Walton Hills - Sagamore Hills Township Joint Economic Development District Agreement (the "Agreement") to create and provide for the operation of a joint economic development district known as the Village of Walton Hills - Sagamore Hills Township Joint Economic Development District (the "JEDD"); and

WHEREAS, the stated purpose of the Agreement is to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the State of Ohio, Cuyahoga County, Summit County, the Township, and the Village; and

WHEREAS, the Township desires to include within the territory of the JEDD (the "District") certain real property owned by the Township and used by the Township in its capacity as a business within the meaning of Ohio Revised Code Section 715.692, which real property is located on Sagamore Road and identified by the County Recorder of Summit County, Ohio, by Permanent Parcel Number 4504940 (the "Township Property") and is more fully defined in the Agreement;

WHEREAS, a majority of the property owners in the District and a majority of the owners of businesses in the District have or will petition for the formation of the JEDD, the territory to be included is zoned appropriately for the purposes of the JEDD, and no electors reside within the District; and

WHEREAS, pursuant to Ohio Revised Code Section 715.75, the Township conducted a public hearing regarding the Agreement and the JEDD, with appropriate public notice, and made available for public examination all documents required by law for review; and

WHEREAS, as required by Ohio Revised Code Section 715.75, the County Council for the County of Summit, where the JEDD will be located; and the County Council of Cuyahoga County, where the Village is located, have been provided with copies of the Agreement.

NOW THEREFORE, BE IT RESOLVED, by the Board of Trustees of Sagamore Hills Township, County of Summit, State of Ohio that:

SECTION 1. The Board approves the Agreement, in substantially the form attached to this Resolution as Exhibit A, and authorizes the Chair of the Board of Trustees to sign the Agreement. The Chair of the Board of Trustees and the Township Fiscal Officer are jointly authorized and directed to execute and deliver any other agreements, documents or certificates, and take all other actions, necessary to accomplish the purposes of this Resolution.

SECTION 2. The Board adopts the Economic Development Plan for the District as provided in Exhibit A of the Agreement.

SECTION 3. Upon approval of the JEDD Agreement by the Village, the Township Fiscal Officer shall, jointly with the Village, file or cause to be filed with the County Councils of Cuyahoga County and Summit County, respectively, all documents required by Ohio Revised

Code Section 715.76, including (i) a signed copy of the Agreement, including its exhibits; (ii) certified copies of this Resolution and the Village's Ordinance approving the Agreement; (iii) certificates from the Township and the Village that the public hearings required by Ohio Revised Code Section 715.75 have been held, which certificates shall include the dates of the hearings and evidence of publication of the notice of the hearings; (iv) a copy of the petitions signed by the majority of owners of property located in the JEDD; and (v) a copy of the petitions signed by the majority of owners of businesses located in the JEDD.

SECTION 4. The Township Fiscal Officer shall retain on file a copy of the Agreement and its exhibits, including (i) the Economic Development Plan; (ii) the JEDD map and list of included parcels; and (iii) Ohio Revised Code Sections 715.72 through 715.82 as effective on the date of the executed Agreement. Upon the creation of the JEDD, the Township Fiscal Officer is authorized to file a copy of all documents required by Ohio Revised Code Section 715.76 with the Director of Development Services of the State of Ohio in accordance with Ohio Revised Code Section 715.771.

SECTION 5. This Board hereby authorizes and directs the Chair of the Board of Trustees, acting on behalf of the Board, to execute petitions seeking the formation of the JEDD in the Township's capacity as the owner of the Township Property, as defined herein, and as the owner of a business located on the Township Property.

SECTION 6. This Board of Trustees hereby finds and determines that all formal actions of this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board and of any of its committees that resulted in those formal actions occurred in meetings open to the public, in compliance with law, including Ohio Revised Code Section 121.22.

RESOLUTION seconded by John Zaccardelli.

Adopted: June 22, 2015

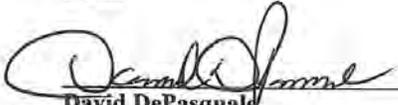
Paul Schweikert,

aye.


Paul Schweikert,
Chair

David DePasquale,

aye.


David DePasquale,
Vice Chair

John Zaccardelli,

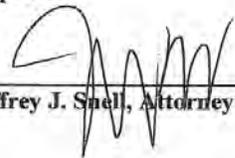
aye.


John Zaccardelli,
Trustee

Attest:


Scott Gale, Fiscal Officer

Approved:


Jeffrey J. Snell, Attorney for Sagamore Hills Township

AUTHENTICATION

This is to certify that this Resolution was duly adopted and filed with the Sagamore Hills Township Fiscal Officer, this 22nd day of June, 2015.


Fiscal Officer FO. 6/22/15

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of a Resolution duly adopted by the Board of Township Trustees of Sagamore Hills Township, Summit County, Ohio.


Fiscal Officer 6/22/15

Dated: JUNE 22nd 2015

I DO CERTIFY

Fiscal Officer 6/22/15

EXHIBIT A
AGREEMENT

VILLAGE OF WALTON HILLS-SAGAMORE HILLS TOWNSHIP
JOINT ECONOMIC DEVELOPMENT DISTRICT AGREEMENT

This Village of Walton Hills-Sagamore Hills Township Joint Economic Development District Agreement (the “Agreement”) is made and entered into this [___] day of [___], 2015, by and between the Township of Sagamore Hills, Summit County (the “Township”) and the Village of Walton Hills (the “Village” 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 Village desire to promote collaborative economic development efforts by means of creating a joint economic development district (the “District”) pursuant to Ohio Revised Code Sections 715.72 through 715.81 (the “Act”), which District shall facilitate economic development to create or preserve jobs and employment opportunities within the meaning of Ohio Revised Code Section 725.72(C), thereby improving the economic welfare of residents of the Township, the Village, and the State of Ohio (the “State”) generally; and

WHEREAS, the Township and the Village desire to consider options for improved and cost-effective governmental services within the District, including through the potential construction of a fire station or substation on certain District property to better serve the Township, the Village, and the District, all for the purpose of promoting collaborative economic development as set forth herein;

WHEREAS, the Township, which is located entirely within Summit County, Ohio (“Summit County”), and the Village, which is located entirely within Cuyahoga County, Ohio (“Cuyahoga County”), share contiguous territorial boundaries; and

WHEREAS, Summit County and Cuyahoga County are adjacent counties as described in Ohio Revised Code Section 715.72(B); and

WHEREAS, the legislative authorities of the Township and the Village have each approved, authorized and directed the Township and the Village respectively to make and enter into this Agreement, by and through their respective officers in accordance with Resolution No. 15-26, adopted by the Township on June 22, 2015, and Resolution No. 2015-21, adopted by the Village on June 16, 2015.

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 Village, as contracting parties within the meaning of Ohio Revised Code Section 715.72(A)(1), 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 Village of Walton Hills-Sagamore Hills 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:

- A. that it is entering into this Agreement freely and without duress or coercion;
- B. that the creation of the District and the levy of an income tax within the District as provided herein will enable the Township, the Village, 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 Village;
- C. that 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, Cuyahoga County, Summit County, the Township, and the Village; and
- D. that 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 and the Village. In accordance with Ohio Revised Code Section 715.73, no electors reside within the territory comprising the District as of the date hereof. Pursuant to Resolution No. 15-26, adopted by the Board of Trustees of the Township on June 22, 2015, and Resolution No. 2015-21, adopted by the Council of the Village on June 16, 2015 the Township and the Village each have given their respective consent to the inclusion within the District of certain real property owned by the Township and Village and depicted and identified in Exhibit B hereto. The territory to be included in the District is currently zoned “Exempt Property Owned by Township”, “Nursing Homes & Private Hospitals”, and “Exempt Property (Municipality Owned)”, which zoning designations are appropriate to the function of the District.

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 Ohio Revised Code Section 715.77(A)(1). 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. Owners of a majority of the properties located within the District have requested 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 shall commence on the date that the Agreement is first effective, being the date that is thirty-one (31) days after the Agreement is approved in accordance with Ohio Revised Code Section 715.77(A)(4), and shall endure for a period of fifty (50) years. This Agreement shall automatically extend for one renewal term that is fifty (50) years in duration unless either the Township or Village notifies the other Contracting Party in writing at least one year prior to the expiration of the original 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 50 years or the originally contemplated renewal term of 50 years, as applicable. This Agreement may only be terminated in compliance with applicable statutory provisions and in accordance with this Agreement. The Agreement shall continue in existence throughout its term and shall be binding on the Contracting Parties and on either Contracting Party's succeeding entities, whether such entities succeed by annexation, merger, or otherwise.

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 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 shall 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 Village shall keep and maintain the records of the District in accordance with the Village'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 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 Summit County Common Pleas Court to interpret the contract consistent with then-applicable statutes or case law, and if necessary modify or terminate this Agreement in order to comply with then-applicable statutes or case law and to preserve the equities of the Contracting Parties as set forth in this Agreement.

Section 6. Addition of Property to the District.

Subject to any applicable provisions of the Ohio Revised Code now existing or hereafter adopted, this Agreement, including Exhibits A, B, and C hereto, may be amended from time to time to add property to the District. Property may be added to the District upon the filing with either Contracting Party of a request by the majority of the 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. Upon agreement of the Contracting Parties, the Agreement, including Exhibits A, B, and C hereto, shall be amended to add such property to the territory of the District pursuant to the request of the majority of the owners of that property and a majority of the owners of those businesses. Property added to the District shall meet all of the requirements of Section 3 herein and Ohio Revised Code Section 715.73, and all procedures of Ohio Revised Code Section 715.761 shall be followed in connection with any such addition of property to the District. Property shall not be removed from the District without the agreement of both Contracting Parties.

Section 7. Contributions and Covenants of the Contracting Parties.

- A. The Contracting Parties shall undertake good faith efforts to explore the use of shared governmental services, including but not limited to police dispatching services and snow removal, to the extent that such cooperative efforts will benefit the Township and the Village.
- B. 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 including, among other things, through the potential establishment of a fire station or substation on property located within the District and owned by the Village, if so agreed by the Township and the Village.
- C. The Contracting Parties shall be equally responsible for the maintenance of all future roads located within the territory in the District. The Township shall have no responsibility for maintenance of State or county roads located within the District. There are no Village roads in the District. If this Agreement is terminated or not renewed, the roads within the District shall become the responsibility of the Township.
- D. 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 Ohio Revised Code Section 715.81, 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.

- E. The Village agrees to collect, administer, and enforce the income tax applicable in the District in accordance with this Agreement.
- F. The Village and Township shall jointly cooperate in carrying out the economic development plan for the District attached hereto as Exhibit A. The Village 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. The Village 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 Cuyahoga County, Summit County, the Township, and the Village, 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.
- G. 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 prior written agreement of the Contracting Parties prior to incurring legal expenses or otherwise engaging legal counsel to represent the District (the “JEDD Administrative Costs”).
- H. The Township shall be responsible for filing with the County Council of Summit County, and the Village shall be responsible for filing with the County Council of Cuyahoga County, the documents required to be filed by Ohio Revised Code Sections 715.75 and 715.76, respectively, relating to the establishment of the District. The Township shall be responsible for filing with the Director of Development Services of the State the documents required by Ohio Revised Code Section 715.771 relating to the establishment of the District.
- I. The Township shall continue to provide police, fire and emergency medical services within the District at a level sufficient to enable economic development as contemplated by the District and this Agreement. The Contracting Parties agree to provide mutual aid to each other’s services when necessary within the District without charge. The Township shall have the right to issue and reissue

levies in all areas of the Township, including the territory in the District, for the provision of such services. The Contracting Parties shall annually review the provision of services to the District and shall consider sharing responsibility for said services to the extent beneficial to the District.

J. Unless and until the Contracting Parties by separate instrument agree that all or a portion of emergency medical services and fire runs currently provided by the Township within the District will be provided by the Village, the Contracting Parties agree as follows:

- (i) Within sixty (60) days after the end of each fiscal year of the Township, the Township shall certify or cause to be certified to the Village the total actual billing incurred by the Township in connection with providing emergency medical services and fire runs to the Northcoast Behavioral Healthcare facility located at 1756 Sagamore Road, Northfield, Ohio 44067 (the “EMS and Fire Cost”). Such certification additionally shall indicate any portion of said total actual billing that has been or is reasonably anticipated to be collected by the Township, regardless of the source or anticipated source of said collection (the “EMS and Fire Collection”).
- (ii) Within thirty (30) days upon receipt of said certification, and in consideration of the Township’s services in support of the District pursuant to this Agreement, the Village shall pay to the Township one half of the difference between the EMS and Fire Cost and the EMS and Fire Collection (hereinafter, the “EMS and Fire Payment”); provided, however, that the obligation of the Village to pay the EMS and Fire Collection shall be subject to the availability of Village funds and shall apply only to those years in which the income tax revenue distribution to the Village in the immediately preceding year exceeds the EMS and Fire Payment that otherwise would be due and payable to the Township hereunder.

K. This Agreement shall be considered an Annexation Agreement pursuant to Ohio Revised Code Section 709.192. Pursuant to Ohio Revised Code 715.79, the Village and Township agree that during the term of this Agreement and any extension thereof, and for a period of ten (10) years thereafter, the Village will not annex any real property within the Township, including any territory of the District and, to the extent not prohibited by law, the Village shall not accept any such annexation during the term of this agreement any extension thereof and for a period of ten (10) years thereafter.

Section 8. Board of Directors of the District.

The Board is hereby established to govern the District. The Board shall consist of five members appointed as set forth in Ohio Revised Code Section 715.78(A)(1), as follows:

- A. The initial Township member of the Board shall be the Chair of the Board of Township Trustees. Subject to any applicable restrictions in Ohio Revised Code Section 715.78, all future Township members of the Board shall be appointed by a majority vote of the Board of Township Trustees and shall serve at the pleasure of the Board of Township Trustees.
- B. The initial Village member of the Board shall be the Mayor of the Village. Subject to any applicable restrictions in Ohio Revised Code Section 715.78, all future Village members of the Board shall be appointed by Village Council and shall serve at the pleasure of Village Council.
- C. The representative of the business owners located in the District shall be appointed by a majority of all business owners subject to any restrictions in Ohio Revised Code Section 715.78. The initial representative of the business owners located in the District shall be designated by a duly authorized officer or agent acting on behalf of Northcoast Behavioral Healthcare prior to the initial meeting of the Board. Future business owner representatives will be selected pursuant to appointment procedures to be established by the Board; provided that, in determining future business owner representatives, each business entity shall be entitled to only one vote, regardless of the number of owners of the business entity.
- D. The representative of the employees working in the District shall be an employee responsible for providing or managing police, fire, or emergency medical services within the District on behalf of the Township or the Village. The initial representative of the employees shall be designated by the Township prior to the initial meeting of the Board. Appointments thereafter shall alternate between the Township and the Village upon the conclusion of each four-year term.
- E. The fifth member of the Board shall be appointed by the Township member, the Village member, the business owner representative, and the employee representative in accordance with Ohio Revised Code Section 715.78(A)(1)(e).
- F. The Board shall establish procedures for appointing future business owner and employee representatives.

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

The Board shall elect the following officers (hereinafter, 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 Chairperson shall be the Board Member specified in Ohio Revised Code Section 715.78. The Officers shall be elected at the first meeting of the Board and thereafter every other year for two-year terms 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. 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 shall meet at least once each calendar year on a date determined by the Board. The Board shall adopt procedures for holding and conducting regular and special meetings. The Contracting Parties shall provide the Board with necessary meeting space. The Village 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 members shall constitute a quorum for Board meeting purposes. The Board shall 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 shall be 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 Chair shall preside over and conduct the meetings of the Board in accordance with its by-laws or other procedures adopted by the Board. Pursuant to Ohio Revised Code Section 715.78(D), the Board is a public body for the purposes of Ohio Revised Code Section 121.22, the Ohio Public Meetings Act. All meetings of the Board, whether regularly scheduled or special meetings, must comply with the provisions of Ohio Revised Code Section 121.22 as amended from time to time.

The Vice Chair shall act as Chair in the temporary absence of the Chair. The Secretary shall be responsible for the records of the Board including, but not limited to, correspondence and minutes of the meetings of the Board. The Treasurer shall be the fiscal officer of the Board and shall be 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 shall designate by resolution, or in its by-laws, those Officers who may sign documents on behalf of the Board.

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 Village. The budget shall estimate the revenues of the District and the expenses of the operation of the District. The Board shall establish an appropriations procedure to provide for payment of the long-term maintenance of the District and the distribution of income tax revenues in accordance with Section 10 herein.

The Board, on behalf of the District, shall:

- 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 Ohio Revised Code Section 715.74(C) 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 Cuyahoga County, Summit County, the Township, and the Village, 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, 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 Ohio Revised Code Sections 715.72 through 715.81 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 shall adopt a resolution to levy an income tax on employee earnings and the net profits of businesses throughout the District in accordance with Ohio Revised Code Section

715.74(C) (the “Income Tax Resolution”). Each annual Income Tax Resolution shall be effective until it is replaced by a subsequent Income Tax Resolution. Pursuant to Ohio Revised Code Section 715.74(C), all income tax collected from any business or entity within the District or any person working within the District shall be subject to this Agreement and included in the total income tax revenue collected within the District (collectively, the “Total Revenues”). The income tax shall go into effect as soon as legally permissible.

- B. The Income Tax Resolution shall establish the income tax rate for employees working in the District (the “Employee Rate”), which Employee Rate shall at all times during the term of this Agreement equal the rate levied in the Village. As of the date of execution of this Agreement by the Contracting Parties, the Village income tax rate is two and one-half percent (2.5%). In each annual Income Tax Resolution, the Board shall adjust the Employee Rate as necessary so that it matches the rate of income taxation in the Village.
- C. The Income Tax Resolution also shall establish the income tax rate applicable to net profits of businesses in the District (the “Business Rate”), which Business Rate shall at all times during the term of this Agreement equal the rate levied in the Village. In each annual Income Tax Resolution, the Board shall adjust the Business Rate as necessary so that it matches the rate of income taxation in the Village.
- D. The annual Income Tax Resolution shall designate:
 - (i) an amount of Total Revenues necessary to pay JEDD Administrative Costs budgeted for the current fiscal year and any outstanding JEDD Administrative Costs from prior fiscal years shall be paid to an account of the District maintained by the Village and designated the “Village of Walton Hills - Sagamore Hills 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 shall be considered in determining the amount necessary to pay JEDD Administrative Costs in the current fiscal year;
 - (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
 - (C) JEDD Administrative Costs for the purposes of the initial Income Tax Resolution shall include legal costs incurred by the Village in connection with the establishment of the JEDD to a maximum of Fifteen Thousand Dollars (\$15,000.00).

(ii) three percent (3.0%) of the Total Revenues collected in the District shall be set aside to compensate the Village for tax collection services provided by the Village to the District under the District Income Tax Collection and Distribution Agreement (the “Collection Fee”);

(iii) forty-eight and one half percent (48.5%) of the Total Revenues collected in the District shall 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; and

(iv) forty-eight and one half percent (48.5%) of the Total Revenues collected in the District shall be paid to the Village and used by the Village for any lawful purpose, including but not limited to expenses related to the District and its purposes.

The Contracting Parties anticipate that the Village will be the initial District Income Tax Collection Agent under this Agreement. In the event that the Village contracts with a third party to assist it with providing such services within the District and such third party charges the Village in excess of three percent (3.00%) of Total Revenues in the District for said services, (A) the Income Tax Resolution shall increase the portion of Total Revenues payable to the Village as the Collection Fee, which increase, together with the three percent (3.00%) of Total Revenues payable to the Village pursuant to Section 10(D)(ii) hereunder, shall be applied by the Village to pay the costs of said third-party services; and (B) to the extent necessary to support such increase in the Collection Fee, the Income Tax Resolution shall decrease in equal amounts the percentages of Total Revenue payable to the Township and the Village indicated in Section 10(D)(iii) and (iv) hereunder.

- E. The Board shall resolve that, pursuant to this Agreement, the Village will collect, administer, and enforce the income tax within the District in accordance with this Agreement and the Village’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 Ohio Revised Code Section 715.74(C)(2), the Board shall enter into an agreement with the Village (the “District Income Tax Collection and Distribution Agreement”) as expeditiously as possible upon the District’s creation 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 shall provide that the Village is responsible for the receipt, safeguarding, and investment of the income tax revenues collected within the District. The Village annually will deliver a written report to be delivered 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

shall 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 shall 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 shall constitute 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, 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 agree that the nature of the 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 shall be binding upon 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 shall not affect the remainder of any other paragraph, provision or section, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein;
- (ii) the illegality or invalidity of any paragraph, provision or section shall 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 shall be 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 or Section 10 of this Agreement is held to be illegal or invalid for any reason, then provisions of Section 5 shall be applicable.

Section 14. Governing Law.

This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Ohio, and in particular, Ohio Revised Code Sections 715.72 through 715.81 in effect as of the date when the owners of property in the District and the owners of business in the District filed their respective petitions consenting to the formation of the District. A copy of Ohio Revised Code Sections 715.72 through 715.81 in effect as of the date when the owners of property in the District and the owners of business in the District filed their respective petitions consenting to the formation of the District is attached hereto as Exhibit C. In the event that any of Ohio Revised Code Sections 715.72 through 715.81 is amended or is supplemented by the enactment of one or more new sections of the Ohio Revised Code relating to joint economic development districts, the Contracting Parties shall follow the provisions of Ohio Revised Code Sections 715.72 through 715.81 when the owners of property in the District and the owners of business filed their respective petitions consenting to the formation of 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 Ohio Revised Code Sections 715.72 through 715.81 illegal or impossible, then the provisions of Section 6 of this Agreement shall apply.

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 shall be regarded as an original and all of which together shall 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 SAGAMORE HILLS,
SUMMIT COUNTY, OHIO

By: _____
Paul Schweikert, Trustee

By: _____
John Zaccardelli, Trustee

By: _____
David DePasquale, Trustee

By: _____
Scott Gale, Fiscal Officer

Approved as to form and correctness

Jeffrey Snell
Legal Counsel to Township of Sagamore Hills
Summit County, Ohio

VILLAGE OF WALTON HILLS

By: _____
Kevin Hurst
Mayor

Approved as to form and correctness

Blair Melling
Director of Law

[Signature Page to Village of Walton Hills-Sagamore Hills Township
Joint Economic Development District Agreement]

EXHIBIT A

ECONOMIC DEVELOPMENT PLAN

Introduction

The purpose of this plan, established pursuant to Ohio Revised Code Section 715.70, is to set forth the economic development objectives of the Village of Walton Hills-Sagamore Hills Township Joint Economic Development District (the “District”). This plan shall serve as a framework for the District’s efforts to engineer economic growth, job retention and creation in Sagamore Hills Township (the “Township”) and the Village of Walton Hills (the “Village”) as well as throughout the region as a whole.

The District is generally located on approximately 265 acres within Sagamore Hills Township, Summit County, at the northern border within the Village of Walton Hills, Ohio. A portion of the District is located just northeast of this area, within the Village of Walton Hills. The largest property within the District is the campus of Northcoast Behavioral Healthcare Hospital (the “Hospital), which is undergoing a three-year, \$68.5 million redevelopment project.

The District is located in an outer-ring suburbs centrally located between Cleveland and Akron in the Northeast Ohio region, at the border of Summit and Cuyahoga Counties. Although the Township was organized in 1947 and the Village in 1951, most significant growth in the vicinity of the District has occurred during the last 30 years and has been fueled by the region’s high-performing schools, outstanding quality of life, and convenient location to both Cleveland and Akron.

The District, together with its partners the Township and the Village, will strive to fuel the continued growth and prosperity of the region. The District will work to maintain and expand business opportunities within the Township and the Village to further advance the quality of life for employers, employees and area residents. It will promote high-quality development and infrastructure to facilitate needs of the entities and businesses in the area as well as residents throughout the community.

Goals

The immediate priority of the District will be to develop appropriate government services to support the District and the current Hospital expansion. The Hospital expansion is expected to create additional traffic and the need for enhanced Fire, EMS, and Police Services. The District will work closely with affected local governments, including the Township, the Village, Summit County, and Cuyahoga County to ensure that the District can maximize the necessary support and infrastructure to support the District. In addition, the Village and Township will continue to work together to enhance safety services in the area and to seek to acquire additional equipment and facilities to serve the District.

Schedule for New, Expanded, and Additional Services, Facilities and Improvements

The District will facilitate the provision of the following new expanded additional services facilities and improvements:

EXHIBIT A

- The complete pavement rehabilitation of Sagamore Road from Northfield Road to Canal Road. The last significant improvement to Sagamore Road was a partial resurfacing performed in 1991. The Village and Township will use the District revenue to continue to perform preventative maintenance upon Sagamore Road in an attempt to prolong the life of the pavement. These maintenance items include crack sealing, cold patching, berm replacements, and full-depth pavement spot repairs. The District will help support the long term debt that the Village and the Township have incurred to facilitate this project.
- The 2015 improvement project also will include a complete asphalt pavement rehabilitation. This rehabilitation will consist of an asphalt recycling process, as well as a resurfacing whereby the existing roadway will be recycled and used as a base for the new asphalt pavement. The existing pavement is approximately 18,500 feet in length and approximately 20 feet in width. The finished pavement will be of the same dimensions.
- The 2015 improvement project will include the complete replacement of the water main along Sagamore Road, installed in 1965, more than 50 years ago. This project will consist of a water main replacement along Sagamore Road of approximately 10,400 lineal feet. The existing water main consists of approximately 8,800 lineal feet of 8" diameter pipe, and approximately 1,600 lineal feet of 12" pipe. All water main will be replaced in-kind by the City of Cleveland. This work will also include replacing all water service connections and fire hydrants along Sagamore Road.
- The District will also enable the provision of periodic capital improvements and long-term maintenance of the roadways, off ramps, sidewalks, intersections, signage and other public infrastructure in the vicinity of 1756 Sagamore Road in support of the District;
- The Village and the Township have regularly discussed shared services for Fire and EMS services. Through the District, the Village and Township plan to expand safety services to improve response times and enhance the equipment available to service the District. To that end, the JEDD Agreement provides for a shared responsibility of such safety services within the District.
- The Village and Township have included Cuyahoga County Permanent Parcels 79420044 and 79420053, both owned by the Village, within the District because these parcels have been considered as potential sites for a future Fire/EMS station. Presently the Village has no Fire Station and contracts for such services. In addition, at the request of the Village, a nationally recognized architectural firm, Brandstetter Carroll Inc., reviewed an existing plan for a new Fire/EMS plan that was prepared in 2001 to provide updates with respect to the plan and the related budget estimate. As reflected in the attached Exhibit B, the firm recommends for the purposes of serving the Village, the Township, and the District the construction of an approximately 9,622 square foot structure, including two bays, with living and office quarters for a fire station. The new fire station would require new fire apparatus and staffing and enhance services and response times for the District. The estimated cost of the new fire station would cost

EXHIBIT A

\$2.75 million. The new facility would include at least two full time staff members 24/7. The fire apparatus is not included in this estimate.

- The JEDD is located directly adjacent to a tremendous collection of parks including the Cleveland MetroParks, Summit MetroParks Bike and Hike Trail and the Cuyahoga Valley National Park. These parks provide refuge for native plants and animals, trails and recreation for visitors. The Cuyahoga Valley National Park's Towpath Trail is a national tourist attraction and is part of a National Scenic Byway. The District is within close proximity to these scenic trails, historic buildings and a waterfall that are not readily accessible. The District hopes to help enhance the access to these regional resources to enhance the economic growth of the District and the region.

These parks provide an invaluable amenity to businesses within the District and the regional economy as a whole. They attract visitors and enhance the quality of life for employees and employers alike. Large regional employers, including as the North Coast Behavioral Healthcare facility within the District, are building campuses near parks or developing park-like amenities to attract and retain employees. Such campuses offer a beautiful setting that encourages employees to access trails and other amenities for the purposes of physical wellness as well as transportation so that employers can easily provide employee wellness programs as a method of controlling health care costs and enhancing their businesses. Other major employers in the region, including Progressive Insurance Corporate Campus in Mayfield Heights and the Cleveland Clinic, have experienced significant success in adopting similar models. The District can further develop such amenities to improve the business climate within the District and the surrounding community. As the North Coast Behavioral Healthcare Hospital expansion nears completion, the District can create enhance natural and new landscape design to integrate the facility into the parks that surround the District.

- The District will further ensure the provision of:
 - Safe, adequate and efficient vehicular and pedestrian traffic patterns in the district area;
 - The timely inspection and review of all plans relating to the current and ongoing renovation of roadway and trail amenities;
 - Additional and enhanced governmental services, including police, fire, and emergency medical and service protection; and
 - Encouragement of economic development, job creation and commercial investment in order to create and retain job growth.

EXHIBIT B

DISTRICT TERRITORY

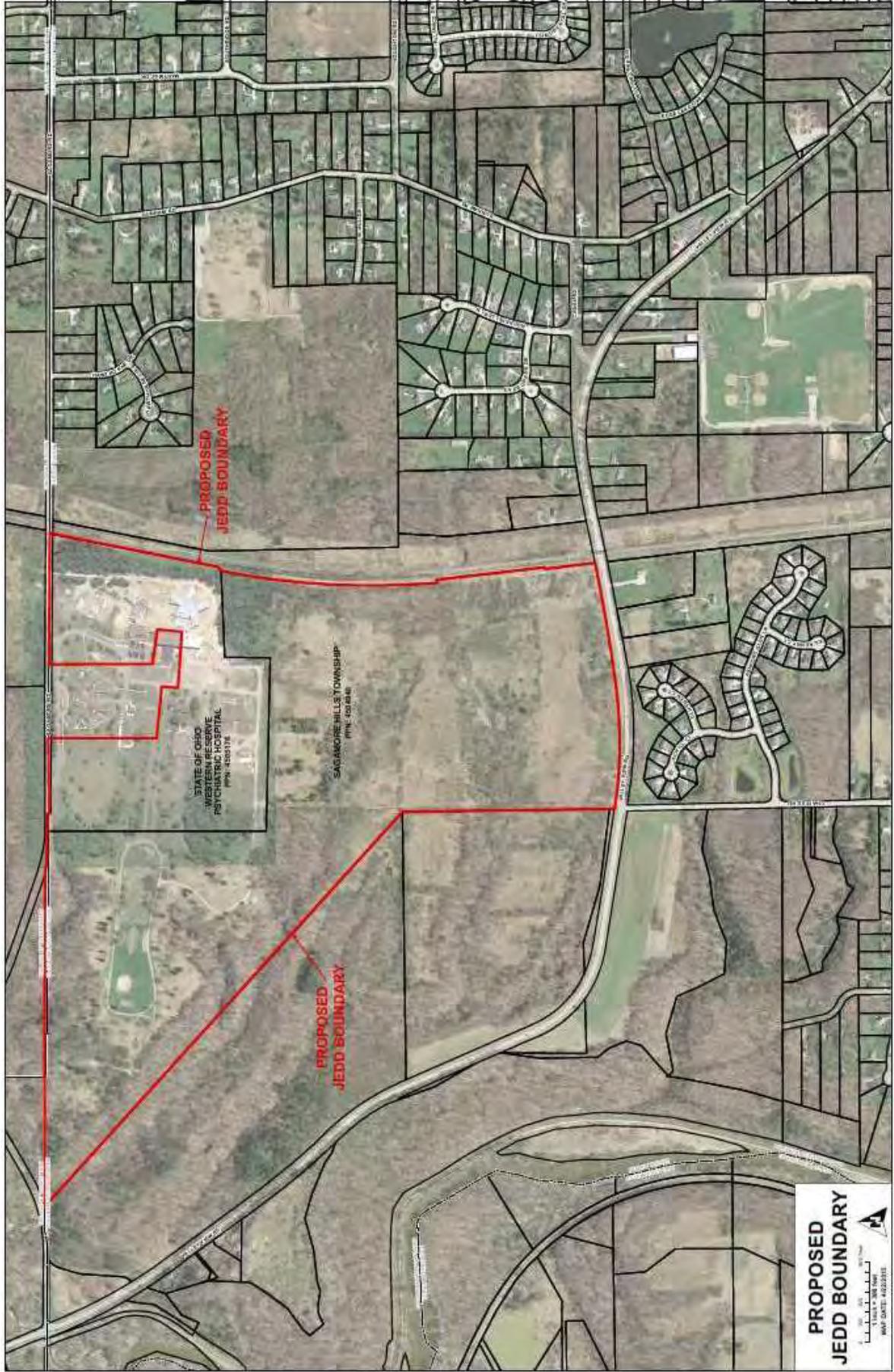


EXHIBIT B



EXHIBIT B

The Village of Walton Hills-Sagamore Hills Township Joint Economic Development District (the "District") shall include the following parcels, as identified in the records of the County Auditor of Cuyahoga County, Ohio and the County Auditor of Summit County, Ohio, each as of [___], 2015; provided that with respect to Summit County parcel number 4505176, the District shall include only the portion of that parcel indicated on the maps on the preceding pages hereto:

Cuyahoga County Parcel Number
79420044
79420053

Summit County Parcel Number
4504940
4505176

EXHIBIT C

OHIO REVISED CODE SECTIONS
715.72 THROUGH 715.82
EFFECTIVE AS OF DATE OF PETITION

715.72 Alternative procedures and requirements for creating joint economic development district.

(A) As used in sections 715.72 to 715.81 of the Revised Code:

(1) "Contracting parties" means one or more municipal corporations , one or more townships, and, under division (D) of this section, one or more counties that have entered into a contract under this section to create a joint economic development district.

(2) "District" means a joint economic development district created under sections 715.72 to 715.81 of the Revised Code.

(3) "Contract for utility services" means a contract under which a municipal corporation agrees to provide to a township or another municipal corporation water, sewer, electric, or other utility services necessary to the public health, safety, and welfare.

(B) Sections 715.72 to 715.81 of the Revised Code provide alternative procedures and requirements to those set forth in sections 715.70 and 715.71 of the Revised Code for creating and operating a joint economic development district. Sections 715.72 to 715.81 of the Revised Code apply to municipal corporations and townships that are located in the same county or in adjacent counties.

(C) One or more municipal corporations , one or more townships, and, under division (D) of this section, one or more counties may enter into a contract pursuant to which they create as a joint economic development district one or more areas for the purpose of facilitating economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in this state and in the area of the contracting parties.

(1) Except as otherwise provided in division (C)(2) of this section, the territory of each of the contracting parties shall be contiguous to the territory of at least one other contracting party, or contiguous to the territory of a township , municipal corporation, or county that is contiguous to another contracting party, even if the intervening township or municipal corporation is not a contracting party.

(2) Contracting parties that have entered into a contract under section 715.70 or 715.71 of the Revised Code creating a joint economic development district prior to November 15, 1995, may enter into a contract under this section even if the territory of each of the contracting parties is not contiguous to the territory of at least one other contracting party, or contiguous to the territory of a township or municipal corporation that is contiguous to another contracting party as otherwise required under division (C)(1) of this section. The contract and district shall meet the requirements of sections 715.72 to 715.81 of the Revised Code.

(D) If, on or after the effective date of this amendment but on or before June 30, 2009, one or more municipal corporations and one or more townships enter into a contract or amend an existing contract under this section, one or more counties in which all of those municipal corporations or townships are located also may enter into the contract as a contracting party or parties.

Effective Date: 03-22-1999; 2008 SB129 12-30-2008

715.73 Criteria for including areas.

The area or areas to be included in a joint economic development district shall meet all of the following criteria:

(A) The area or areas shall be located within the territory of one or more of the contracting parties and may consist of all of that territory.

(B) No electors shall reside within the area or areas on the effective date of the contract creating the joint economic development district, as determined under section 715.77 of the Revised Code.

(C) The area or areas shall not include any parcel of land owned in fee by or leased to a municipal corporation or township, unless the municipal corporation or township is a contracting party or has given its consent to have the parcel of land included in the district by the adoption of an ordinance or resolution.

Effective Date: 11-15-1995; 2008 HB562 09-22-2008

715.74 Contract provisions.

(A) The contract creating a joint economic development district shall provide for the amount or nature of the contribution of each contracting party to the development and operation of the district and may provide for the sharing of the costs of the operation of and improvements for the district. The contributions may be in any form to which the contracting parties agree and may include, but are not limited to, the provision of services, money, real or personal property, facilities, or equipment. The contract may provide for the contracting parties to share revenue from taxes levied by one or more of the contracting parties, if those revenues may lawfully be applied to that purpose under the legislation by which those taxes are levied. The contract shall specify and provide for new, expanded, or additional services, facilities, or improvements. The contract may provide for expanded or additional capacity for or other enhancement of existing services, facilities, or improvements.

(B) The contract shall enumerate the specific powers, duties, and functions of the board of directors of the district described under section 715.78 of the Revised Code and shall provide for the determination of procedures that are to govern the board.

(C)

(1) The contract may grant to the board the power to adopt a resolution to levy an income tax within the district and the contract may designate certain portions of the district where such an income tax may be levied. The income tax shall be used for the purposes of the district or any portion of the district in which the contract authorizes an income tax and for the purposes of the contracting parties pursuant to the contract. The income tax may be levied in the district based on income earned by persons working within the district and based on the net profits of businesses located in the district, but the income of an individual who resides in the district shall not be subject to such income tax unless the income is received for personal services performed in the district. The income tax of the district shall follow the provisions of Chapter 718. of the Revised Code, except that no vote shall be required. The rate of the income tax shall be no higher than the highest rate being levied by a municipal corporation that is a contracting party.

(2) If the board adopts a resolution to levy an income tax, it shall enter into an agreement with a municipal corporation that is a contracting party to administer, collect, and enforce the income tax on behalf of the district.

(3) A resolution levying an income tax under this section shall require the contracting parties to annually set aside a percentage, to be stated in the resolution, of the amount of the income tax

collected for the long-term maintenance of the district.

(4) An income tax levied under this section shall apply in the district or any portion of the district in which the contract authorizes an income tax throughout the term of the contract creating the district, notwithstanding that all or a portion of the district becomes subject to annexation, merger, or consolidation.

(D) The contract creating a joint economic development district shall continue in existence throughout its term and shall be binding on the contracting parties and on any parties succeeding to the contracting parties, whether by annexation, merger, or consolidation. Except as provided in division (E) of this section, the contract may be amended, renewed, or terminated with the approval of the contracting parties or any parties succeeding to the contracting parties. If the contract is amended to add area to an existing district, the amendment shall be adopted in the manner prescribed under section 715.761 of the Revised Code.

(E) If two or more contracting parties previously have entered into a separate contract for utility services, then amendment, renewal, or termination of the separate contract for utility services shall not constitute any part of the consideration for the contract creating a joint economic development district. A contract creating a joint economic development district shall be rebuttably presumed to violate this division if it is entered into within two years prior or five years subsequent to the amendment, renewal, or termination of a separate contract for utility services that two or more contracting parties previously have entered into. The presumption stated in this division may be rebutted by clear and convincing evidence of both of the following:

(1) That other substantial consideration existed to support the contract creating a joint economic development district;

(2) That the contracting parties entered into the contract creating a joint economic development district freely and without duress or coercion related to the amendment, renewal, or termination of the separate contract for utility services.

(F) A contract creating a joint economic development district that violates division (E) of this section is void and unenforceable.

(G) The contract may designate property as a community entertainment district or may be amended to designate property as a community entertainment district as prescribed in division (D) of section 4301.80 of the Revised Code. A contract or amendment designating a community entertainment district shall include all information and documentation described in divisions (B)(1) through (6) of section 4301.80 of the Revised Code. The public notice required under section 715.75 of the Revised Code shall specify that the contract designates a community entertainment district and describe the location of that district. Except as provided in division (F) of section 4301.80 of the Revised Code, an area designated as a community entertainment district under a joint economic development district contract shall not lose its designation even if the contract is canceled or terminated.

Amended by 130th General Assembly File No. TBD, HB 494, §1, eff. 3/23/2015.

Effective Date: 03-22-1999; 2008 HB562 09-22-2008; 2008 SB129 12-30-2008

715.75 Hearing and notice.

Before the legislative authority of any of the contracting parties adopts an ordinance or resolution approving a contract to create a joint economic development district, the legislative authority of each of the contracting parties shall hold a public hearing concerning the contract and district. Each legislative authority shall provide at least thirty days' public notice of the time and place of the public hearing in a newspaper of general circulation in the municipal corporation, township,

or county, as applicable. During the thirty-day period prior to the public hearing and until the filing is made under section 715.76 of the Revised Code, all of the following documents shall be available for public inspection in the office of the clerk of the legislative authority of a municipal corporation and county that is a contracting party and in the office of the fiscal officer of a township that is a contracting party:

(A) A copy of the contract creating the district;

(B) A description of the area or areas to be included in the district, including a map in sufficient detail to denote the specific boundaries of the area or areas and to indicate any zoning restrictions applicable to the area or areas;

(C) An economic development plan for the district that consists of both of the following schedules:

(1) A schedule for the provision of the new, expanded, or additional services, facilities, or improvements described in division (A) of section 715.74 of the Revised Code;

(2) A schedule for the collection of an income tax levied under division (C) of section 715.74 of the Revised Code.

A public hearing held under this section shall allow for public comment and recommendations on the contract and district. The contracting parties may include in the contract any of those recommendations prior to approval of the contract.

Before any of the contracting parties approves a contract under section 715.76 of the Revised Code, the contracting parties shall deliver a copy of the contract to the board of county commissioners of each county in which a contracting party is located. Any such county may enter into an agreement with the contracting parties regarding the provision of services by the county within the proposed district and may enter into an agreement with the contracting parties to extend services to the area or areas to be included in the district. A county that is a contracting party under division (D) of section 715.72 of the Revised Code is entitled to a copy of the contract as if the county were not a contracting party. Such a county may enter into an agreement with the other contracting parties regarding its provision or extension of services within the proposed district as contemplated by the contract.

Effective Date: 11-15-1995; 12-20-2005; 2008 SB129 12-30-2008

715.76 Ordinances and resolution approving contract.

After the public hearings required under section 715.75 of the Revised Code have been held, each contracting party may adopt an ordinance or resolution approving the contract to create a joint economic development district. After each contracting party has adopted an ordinance or resolution, the contracting parties jointly shall file with the legislative authority of each county within which a contracting party is located all of the following documents:

(A) A signed copy of the contract;

(B) A description of the area or areas to be included in the district, including a map in sufficient detail to denote the specific boundaries of the area or areas and to indicate any zoning restrictions applicable to the area or areas;

(C) The economic development plan described in division (C) of section 715.75 of the Revised Code;

(D) Certified copies of the ordinances and resolutions of the contracting parties relating to the contract and district;

(E) A certificate of each contracting party that the public hearings required by section 715.75 of the Revised Code have been held, the date of the hearings, and evidence of publication of the

notice of the hearings;

(F) A petition signed by a majority of the owners of property located within the area or areas to be included in the district;

(G) A petition signed by a majority of the owners of businesses, if any, located within the area or areas to be included in the district.

The petitions described in divisions (F) and (G) of this section shall specify that all of the documents described in divisions (A) to (C) of section 715.75 of the Revised Code are available for public inspection in the office of the clerk of the legislative authority of each municipal corporation and county that is a contracting party or the office of the fiscal officer of each township that is a contracting party.

The legislative authority of a county that is a contracting party under division (D) of section 715.72 of the Revised Code is entitled to all of the documents described in divisions (A) to (G) of this section as if the county were not a contracting party.

Not later than ten days after all of the documents described in divisions (A) to (G) of this section have been filed, each contracting party shall give notice to those owners of property within the area or areas to be included in the district who did not sign the petition described in division (F) of this section and whose property is located within the boundaries of that contracting party and to those owners of businesses, if any, within the area or areas to be included in the district who did not sign the petition described in division (G) of this section and whose property is located within the boundaries of that contracting party. Notice shall be given by certified mail and shall specify that the owners of property and businesses are located within the area or areas to be included in the district and that all of the documents described in divisions (A) to (C) of section 715.75 of the Revised Code are available for public inspection in the office of the clerk of the legislative authority of each municipal corporation and county that is a contracting party or the office of the fiscal officer of each township that is a contracting party. The contracting parties shall equally bear the cost of providing notice under this section.

If the contracting parties do not file all of the documents described in divisions (A) to (G) of this section, the legislative authority of a county that is not a contracting party within which a contracting party is located may adopt a resolution disapproving the creation of the joint economic development district. In addition, the legislative authority of the county may adopt a resolution disapproving the creation of the district if it determines, in written findings of fact, that each contracting party did not enter into the contract freely and without duress or coercion.

Effective Date: 03-22-1999; 12-20-2005; 2008 SB129 12-30-2008

715.761 Adding area by amendment.

(A) The contracting parties may amend the contract to add to a joint economic development district any area that was not originally included in the district when the contract took effect. Area may be added only if the area satisfies the criteria prescribed under section 715.73 of the Revised Code.

(B) An amendment adding area to a district shall be approved by a resolution or ordinance adopted by each of the contracting parties. The contracting parties shall conduct public hearings on the amendment, provide notice, and deliver a copy of the amendment to the legislative authority of the county in which the added area is located in the manner required under section 715.75 of the Revised Code for original contracts. The legislative authority of a county that is a contracting party under division (D) of section 715.72 of the Revised Code is entitled to a copy of the amendment as if the county were not a contracting party. The contracting parties shall

make available for public inspection a copy of the amendment, a description of the area to be added to the district, and a map of that area in sufficient detail to denote the specific boundaries of the area and to indicate any zoning restrictions applicable to the area.

(C) After adopting resolutions or ordinances approving the addition of the area, the contracting parties jointly shall file with the legislative authority of the county in which the added area is located the documents required to be filed under section 715.76 of the Revised Code, except that:

(1) A copy of the amendment to the contract shall be filed in lieu of a copy of the contract.

(2) The description and map shall be of the area to be added instead of the entire area of the district.

(3) The economic development plan need not be filed.

(4) Certified copies of the resolutions and ordinances approving the amendment shall be filed.

(5) The certificates otherwise required under division (E) of section 715.76 of the Revised Code shall certify that the hearings required under division (B) of this section have been held, shall indicate the date of those hearings, and shall include evidence that notice of the hearings was published.

(6) The petition otherwise required under division (F) of section 715.76 of the Revised Code shall be signed by a majority of the owners of property located in the area to be added to the district, the petition otherwise required under division (G) of that section shall be signed by a majority of the owners of businesses, if any, located in the area to be added to the district, and the petitions shall specify that the documents described in division (B) of this section are available for public inspection as otherwise required under section 715.75 of the Revised Code.

(D) The resolution of a board of township trustees approving an amendment adding area to an existing joint economic development district is not required to be submitted to the electors of the township.

Effective Date: 03-22-1999; 2008 SB129 12-30-2008

715.77 Election on contract approval.

(A)

(1) A board of township trustees that is a party to a contract creating a joint economic development district pursuant to sections 715.72 to 715.82 of the Revised Code may choose to not submit its resolution approving the contract to the electors of the township if all of the following conditions are satisfied:

(a) The resolution has been approved by a unanimous vote of the members of the board of township trustees or, if a county is one of the contracting parties under division (D) of section 715.72 of the Revised Code, the resolution has been approved by a majority vote of the members of the board of township trustees;

(b) The creation of the joint economic development district is proposed at the request of a majority of the owners of land included within the proposed district;

(c) The territory to be included in the proposed joint economic development district is zoned in a manner appropriate to the function of the proposed district.

(2) Unless the legislative authority of a county adopts a resolution under section 715.76 of the Revised Code disapproving the creation of a joint economic development district within thirty days after the filing made under that section, the legislative authority of each such county shall adopt a resolution acknowledging the receipt of the required documents, approving the creation of the joint economic development district, and, if the board of township trustees has not invoked its authority under division (A)(1) of this section, directing that the resolution of the board of

township trustees approving the contract creating the joint economic development district be submitted to the electors of the township for approval at the next succeeding general, primary, or special election. If the board of township trustees chooses to submit approval of the contract to the electors of the township, the legislative authority of the county shall file with the board of elections at least ninety days before the day of the election a copy of the resolution of the board of township trustees approving the contract. The resolution of the legislative authority of the county also shall specify the date the election is to be held and shall direct the board of elections to conduct the election in the township.

(3) If the resolution of the legislative authority of the county is not adopted within the thirty-day period after the filing made under section 715.76 of the Revised Code, the joint economic development district shall be deemed approved by the county legislative authority and, if the board of township trustees has not invoked its authority under division (A)(1) of this section, the board of township trustees shall file its resolution with the board of elections for submission to the electors of the township for approval at the next succeeding general, primary, or special election. In such case, the board of township trustees shall file the resolution at least ninety days before the specified date the election is to be held and shall direct the board of elections to conduct the election in the township.

(4) Any contract creating a joint economic development district in which a board of township trustees is a party shall provide that the contract is not effective earlier than the thirty-first day after its approval, including any approval by electors required in this section.

If the board of township trustees chooses pursuant to division (A)(1) of this section not to submit the approval of the contract to the electors, the resolution of the board of township trustees approving the contract is subject to a referendum of the electors of the township when requested through a petition. When signed by ten per cent of the number of electors in the township who voted for the office of governor at the most recent general election, a referendum petition asking that the resolution be submitted to the electors of the township may be presented to the board of township trustees. Such a petition shall be presented within thirty days after the board of township trustees adopts the resolution. The board of township trustees shall, not later than four p.m. of the tenth day after receipt of the petition, certify the text of the resolution to the board of elections. The board of elections shall submit the resolution to the electors of the township for their approval or rejection at the next general, primary, or special election occurring at least ninety days after such certification.

(B) The ballot shall be in the following form:

"Shall the resolution of the board of township trustees approving the contract with
(here insert name of each municipal corporation and other township that is a contracting party)
for the creation of a joint economic development district be approved?"

FOR THE RESOLUTION AND CONTRACT
AGAINST THE RESOLUTION AND CONTRACT "

If a majority of the electors of the township voting on the issue vote for the resolution and contract, the resolution shall become effective immediately and the contract shall go into effect on the thirty-first day after this election or thereafter in accordance with terms of the contract.

Amended by 128th General Assembly File No.29, HB 48, §1, eff. 7/2/2010.

Effective Date: 03-22-1999; 2008 SB129 12-30-2008

715.771 Filing documents with director of development.

Upon the creation of or addition to a joint economic development district under section 715.72 or

715.761 of the Revised Code, one of the contracting parties shall file a copy of each of the documents described in divisions (A) to (G) of section 715.76 or division (C) of section 715.761 of the Revised Code, as applicable, with the director of development.

Amended by 130th General Assembly File No. TBD, HB 289, §1, eff. 6/5/2014.

Effective Date: 03-22-1999

715.78 Board of directors of joint economic development district.

(A) A board of directors shall govern each joint economic development district created under section 715.72 of the Revised Code.

(1) 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:

- (a) One member representing the municipal corporations that are contracting parties;
- (b) One member representing the townships that are contracting parties;
- (c) One member representing the owners of businesses located within the district;
- (d) One member representing the persons working within the district;
- (e) One member representing the counties that are contracting parties, or, if no contracting party is a county, one member selected by the members described in divisions (A)(1)(a) to (d) of this section.

The members of the board shall be appointed as provided in the contract. Of the members initially appointed to the board, the member described in division (A)(1)(a) of this section shall serve a term of one year; the member described in division (A)(1)(b) of this section shall serve a term of two years; the member described in division (A)(1)(c) of this section shall serve a term of three years; and the members described in divisions (A)(1)(d) and (e) of this section shall serve terms of four years. Thereafter, terms for each member shall be for four years, each term ending on the same day of the same month of the year as did the term that it succeeds. A member may be reappointed to the board, but no member shall serve more than two consecutive terms on the board.

The member described in division (A)(1)(e) of this section shall serve as chairperson of a board described under division (A)(1) of this section.

(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 following members:

- (a) One member representing the municipal corporations that are contracting parties;
- (b) One member representing the townships that are contracting parties;
- (c) One member representing the counties that are contracting parties, or if no contracting party is a county, one member selected by the members described in divisions (A)(2)(a) and (b) of this section.

The members of the board shall be appointed as provided in the contract. Of the members initially appointed to the board, the member described in division (A)(2)(a) of this section shall serve a term of one year; the member described in division (A)(2)(b) of this section shall serve a term of two years; and the member described in division (A)(2)(c) of this section shall serve a term of three years. Thereafter, terms for each member shall be for four years, each term ending on the same day of the same month of the year as did the term that it succeeds. A member may be reappointed to the board, but no member shall serve more than two consecutive terms on the board.

The member described in division (A)(2)(c) of this section shall serve as chairperson of a board described under division (A)(2) of this section.

(B) A board described under division (A)(1) or (2) of this section has no powers except as described in sections 715.72 to 715.81 of the Revised Code and in the contract creating the joint economic development district.

(C) Membership on the board of directors of a joint economic development district is not the holding of a public office or employment within the meaning of any section of the Revised Code or any charter provision prohibiting the holding of other public office or employment. Membership on such a board is not a direct or indirect interest in a contract or expenditure of money by a municipal corporation, township, county, or other political subdivision with which a member may be affiliated. Notwithstanding any provision of law or a charter to the contrary, no member of a board of directors of a joint economic development district shall forfeit or be disqualified from holding any public office or employment by reason of membership on the board.

(D) The board of directors of a joint economic development district is a public body for the purposes of section 121.22 of the Revised Code. Chapter 2744. of the Revised Code applies to such a board and the district.

Effective Date: 03-22-1999; 2008 SB129 12-30-2008

715.79 Annexation, merger, or consolidation proceedings barred.

(A) No annexation proceeding pursuant to Chapter 709. of the Revised Code that proposes the annexation to, merger of, or consolidation with a municipal corporation of any unincorporated territory within a joint economic development district, or joint economic development zone that is subject to division (I)(2) of section 715.691 of the Revised Code, shall be commenced for a period of three years after the contract creating the district or zone is approved by the majority of the electors under section 715.77 or 715.691 of the Revised Code. This division does not apply if the contract is terminated during this period or if each board of township trustees whose territory is included within the district or zone and whose territory is proposed to be annexed, merged, or consolidated adopts a resolution consenting to the commencement of the proceeding. Each such board of township trustees shall file a copy of the resolution with the clerk of the legislative authority of each county within which a contracting party is located.

(B) The contract creating a joint economic development district, or joint economic development zone that is subject to division (I)(2) of section 715.691 of the Revised Code, may prohibit any annexation proceeding by a contracting municipal corporation of any unincorporated territory within the district or zone beyond the three-year period described in division (A) of this section.

(C) No contracting party is divested or relieved of its rights or obligations under the contract creating a joint economic development district, or joint economic development zone that is subject to division (I)(2) of section 715.691 of the Revised Code, because of annexation, merger, or consolidation.

Effective Date: 07-09-1996

715.80 Binding agreements concerning zoning, other regulatory and proprietary matters.

Contracting parties may enter into binding agreements pursuant to the contract creating a joint economic development district, or joint economic development zone that is subject to division (I)(2) of section 715.691 of the Revised Code, with respect to the substance and administration of zoning and other land-use regulations, building codes, permanent public improvements, and other regulatory and proprietary matters determined to be for a public purpose. No contract, however, shall exempt the territory within the district or zone from the procedures of land use

regulation applicable pursuant to municipal corporation, township, and county regulations, including, but not limited to, zoning procedures.

Effective Date: 07-09-1996

715.81 Authority of municipal corporations and townships.

The powers granted under sections 715.72 to 715.81 of the Revised Code are in addition to and not in the derogation of all other powers granted to municipal corporations , townships, and counties pursuant to law. When exercising a power or performing a function or duty under a contract entered into under section 715.72 of the Revised Code, a municipal corporation may exercise all of the powers of a municipal corporation, and may perform all the functions and duties of a municipal corporation, within the joint economic development district, pursuant to and to the extent consistent with the contract. When exercising a power or performing a function or duty under a contract entered into under either section 715.691 or 715.72 of the Revised Code, a township may exercise all of the powers of a township, and may perform all the functions and duties of a township, within the joint economic development district, or joint economic development zone that is subject to division (I)(2) of section 715.691 of the Revised Code, pursuant to and to the extent consistent with the contract.

When exercising a power or performing a function or duty under a contract entered into under division (D) of section 715.72 of the Revised Code, a county may exercise all of the powers of a county, and may perform all the functions and duties of a county, within the joint economic development district, pursuant to and to the extent consistent with the contract.

No political subdivision shall grant any tax exemption under Chapter 1728. or section 3735.67 , 5709.62 , 5709.63 , or 5709.632 of the Revised Code on any property located within the district, or zone that is subject to division (I)(2) of section 715.691 of the Revised Code, without the consent of the contracting parties. The prohibition against granting a tax exemption under this section does not apply to any exemption filed, pending, or approved before the effective date of the contract entered into under either section 715.691 or 715.72 of the Revised Code.

Effective Date: 07-09-1996; 2006 HB699 03-29-2007; 2008 SB129 12-30-2008

715.82 Issuing industrial development bonds.

A municipal corporation may issue bonds and exercise all other powers under Chapter 165. of the Revised Code for one or more projects or parts thereof located in a joint economic development district created pursuant to a contract entered into under section 715.70 , 715.71 , or 715.72 to 715.82 of the Revised Code to which the municipal corporation is a party, or in a township adjacent to that municipal corporation, if the legislative authority of the municipal corporation determines that the project is in furtherance of the public purposes of the state to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the municipal corporation and the township. As used in this section, "project" has the same meaning as in division (H) of section 165.01 of the Revised Code, except that a project described in this section is not required to be located within the territorial boundaries of the municipal corporation.

Effective Date: 03-22-1999

EXHIBIT D

FIRE STATION NEEDS ANALYSIS

PROTOTYPICAL SUBURBAN FIRE STATION						
				Net SF	Grossing	Gross SF
FIRE ADMINISTRATION						
Lobby/Vestibule		1	150	150	30%	195
Chief		1	200	200	30%	260
Assistant Chief/Lts.	Shared space (3 people)	1	250	250	30%	325
Admin/Dispatch		1	250	250	30%	325
Work/Copy Room	Copier, fax, mail, office support	1	150	150	30%	195
File Room	General Storage	1	150	150	30%	195
				1,000		1,495
WORK SUPPORT						
Kitchen	Stove, refrigerator, dining cabinets	1	200	200	30%	260
Eating	Tables/chairs (10 people)	1	200	200	30%	260
Dayroom	Chairs, couch, TV's	1	250	250	30%	325
Sleeping Area	Dormitory Style	1	550	550	30%	715
Restrooms	Male/Female	2	200	400	30%	520
Lockers/Showers	Male/Female	2	200	400	30%	520
Laundry	Washer/dryer	1	120	120	30%	156
				2,120		2,756
APPARATUS BAYS						
Truck Bays	16' x 80' bays	2	1,280	2,560	15%	2,944
Tool Room	Hand tools, work bench	1	150	150	15%	173
Decontamination	Shower, grease/oil trap	1	120	120	15%	138
Air Compressor		1	100	100	15%	115
Gear Lockers	Large gear - 50 lockers	1	740	740	15%	851
Training Mezzanine	Bay access	1	500	500	15%	575
Washer/Dryer	Commercial equipment	1	100	100	15%	115
Training Tower	Doors, windows, height	1	400	400	15%	460
				4,670		5,371
Total Building Area				7,790		9,622



VILLAGE OF WALTON HILLS, OHIO

RESOLUTION NO. 2015-21

INTRODUCED BY COUNCILPERSON KOLOGRAF

**A RESOLUTION APPROVING THE AGREEMENT TO CREATE
THE VILLAGE OF WALTON HILLS – SAGAMORE HILLS
TOWNSHIP JOINT ECONOMIC DEVELOPMENT DISTRICT, AND
DECLARING AN EMERGENCY.**

WHEREAS, Ohio Revised Code Chapter 715 empowers certain political subdivisions to form joint economic development districts to share in the costs of improvements for economic development purposes; and

WHEREAS, in accordance with Ohio Revised Code Sections 715.72 through 715.81, the Village of Walton Hills, Cuyahoga County (the “Village”) and Sagamore Hills Township, Summit County, Ohio (the “Township”) have negotiated and intend to enter into the Village of Walton Hills - Sagamore Hills Township Joint Economic Development District Agreement (the “Agreement”) to create and provide for the operation of a joint economic development district known as the Village of Walton Hills - Sagamore Hills Township Joint Economic Development District (the “JEDD”); and

WHEREAS, the stated purpose of the Agreement is to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the State of Ohio, Cuyahoga County, Summit County, the Township, and the Village; and

WHEREAS, the Village desires to include within the territory of the JEDD (the “District”) certain real property owned by the Village and used by the Village in its capacity as a business within the meaning of Ohio Revised Code Section 715.692, which real property is located at the southeast intersection of Alexander Road and Walton Road within the Village and is identified by the County Recorder of Cuyahoga County, Ohio, by Permanent Parcel Numbers 79420044 and 79420053 (together, the “Village Property”) and is more fully defined in the Agreement; and

WHEREAS, a majority of the property owners in the territory proposed for inclusion in the JEDD (the “District”) and a majority of the owners of businesses in the District have petitioned for the formation of the JEDD, the territory to be included is zoned appropriately for the purposes of the JEDD, and no electors reside within the District; and

WHEREAS, pursuant to Ohio Revised Code Section 715.75, the Village conducted a public hearing regarding the Agreement and the JEDD, with appropriate public notice, and made available for public examination all documents required by law for review; and

WHEREAS, as required by Ohio Revised Code Section 715.75, the County Council for the County of Summit, where the JEDD will be located; and the County Council of Cuyahoga County, where the Village is located, have been provided with copies of the Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF WALTON HILLS, STATE OF OHIO, THAT:

SECTION 1. The Council approves the Agreement, in substantially the form attached to this Resolution as Exhibit A, and authorizes the Mayor to sign the Agreement. The Mayor and the Clerk of Council are jointly authorized and directed to execute and deliver any other agreements, documents or certificates, and take all other actions, necessary to accomplish the purposes of this Resolution.

SECTION 2. The Council adopts the Economic Development Plan for the District as provided in Exhibit A of the Agreement.

SECTION 3. Upon approval of the JEDD Agreement by the Township, the Clerk of Council shall, jointly with the Township, file or cause to be filed with the County Councils of Cuyahoga County and Summit County, respectively, all documents required by Ohio Revised Code Section 715.76, including (i) a signed copy of the Agreement, including its exhibits; (ii) certified copies of this Resolution and the Township's Resolution approving the Agreement; (iii) certificates from the Township and the Village that the public hearings required by Ohio Revised Code Section 715.75 have been held, which certificates shall include the dates of the hearings and evidence of publication of the notice of the hearings; (iv) a copy of the petitions signed by the majority of owners of property located in the JEDD; and (v) a copy of the petitions signed by the majority of owners of businesses located in the JEDD.

SECTION 4. The Clerk of Council shall retain on file a copy of the Agreement and its exhibits, including (i) the Economic Development Plan; (ii) the JEDD map and list of included parcels; and (iii) Ohio Revised Code Sections 715.72 through 715.82 as effective on the date of the executed Agreement.

SECTION 5. This Council hereby authorizes and directs the Mayor, acting on behalf of the Council, to execute petitions seeking the formation of the JEDD in the Village's capacity as the owner of the Village Property, as defined herein, and as the owner of a business located on the Village Property.

SECTION 6. This Council hereby finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in those formal actions occurred in meetings open to the public, in compliance with law, including Ohio Revised Code Section 121.22.

SECTION 7. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public health, safety and welfare and for the reasons stated in the preamble; wherefore this Resolution shall take effect and be in force upon receiving the affirmative vote of two-thirds (2/3) of the Village Council and signature of the Mayor, otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

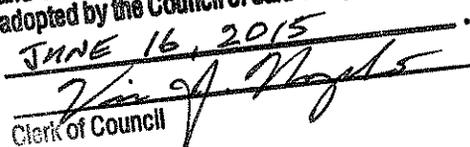


KEVIN HURST, MAYOR

PASSED: June 16, 2015

ATTEST: K Iaconis

KATIE IACONIS, ASSISTANT FISCAL OFFICER

I, VIC J. NOGALO Clerk of
Council of the Village of Walton Hills, Ohio,
Cuyahoga County, hereby certify that this is a true
and correct copy of RES 2015-21 duly
adopted by the Council of said Village on
JUNE 16, 2015

Clerk of Council

VILLAGE OF WALTON HILLS-SAGAMORE HILLS TOWNSHIP
JOINT ECONOMIC DEVELOPMENT DISTRICT AGREEMENT

This Village of Walton Hills-Sagamore Hills Township Joint Economic Development District Agreement (the “Agreement”) is made and entered into this [___] day of [___], 2015, by and between the Township of Sagamore Hills, Summit County (the “Township”) and the Village of Walton Hills (the “Village” 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 Village desire to promote collaborative economic development efforts by means of creating a joint economic development district (the “District”) pursuant to Ohio Revised Code Sections 715.72 through 715.81 (the “Act”), which District shall facilitate economic development to create or preserve jobs and employment opportunities within the meaning of Ohio Revised Code Section 725.72(C), thereby improving the economic welfare of residents of the Township, the Village, and the State of Ohio (the “State”) generally; and

WHEREAS, the Township and the Village desire to consider options for improved and cost-effective governmental services within the District, including through the potential construction of a fire station or substation on certain District property to better serve the Township, the Village, and the District, all for the purpose of promoting collaborative economic development as set forth herein;

WHEREAS, the Township, which is located entirely within Summit County, Ohio (“Summit County”), and the Village, which is located entirely within Cuyahoga County, Ohio (“Cuyahoga County”), share contiguous territorial boundaries; and

WHEREAS, Summit County and Cuyahoga County are adjacent counties as described in Ohio Revised Code Section 715.72(B); and

WHEREAS, the legislative authorities of the Township and the Village have each approved, authorized and directed the Township and the Village respectively to make and enter into this Agreement, by and through their respective officers in accordance with Resolution No. 15-26, adopted by the Township on June 22, 2015, and Resolution No. 2015-21, adopted by the Village on June 16, 2015.

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 Village, as contracting parties within the meaning of Ohio Revised Code Section 715.72(A)(1), 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 Village of Walton Hills-Sagamore Hills 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:

- A. that it is entering into this Agreement freely and without duress or coercion;
- B. that the creation of the District and the levy of an income tax within the District as provided herein will enable the Township, the Village, 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 Village;
- C. that 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, Cuyahoga County, Summit County, the Township, and the Village; and
- D. that 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 and the Village. In accordance with Ohio Revised Code Section 715.73, no electors reside within the territory comprising the District as of the date hereof. Pursuant to Resolution No. 15-26, adopted by the Board of Trustees of the Township on June 22, 2015, and Resolution No. 2015-21, adopted by the Council of the Village on June 16, 2015 the Township and the Village each have given their respective consent to the inclusion within the District of certain real property owned by the Township and Village and depicted and identified in Exhibit B hereto. The territory to be included in the District is currently zoned “Exempt Property Owned by Township”, “Nursing Homes & Private Hospitals”, and “Exempt Property (Municipality Owned)”, which zoning designations are appropriate to the function of the District.

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 Ohio Revised Code Section 715.77(A)(1). 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. Owners of a majority of the properties located within the District have requested 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 shall commence on the date that the Agreement is first effective, being the date that is thirty-one (31) days after the Agreement is approved in accordance with Ohio Revised Code Section 715.77(A)(4), and shall endure for a period of fifty (50) years. This Agreement shall automatically extend for one renewal term that is fifty (50) years in duration unless either the Township or Village notifies the other Contracting Party in writing at least one year prior to the expiration of the original 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 50 years or the originally contemplated renewal term of 50 years, as applicable. This Agreement may only be terminated in compliance with applicable statutory provisions and in accordance with this Agreement. The Agreement shall continue in existence throughout its term and shall be binding on the Contracting Parties and on either Contracting Party's succeeding entities, whether such entities succeed by annexation, merger, or otherwise.

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 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 shall 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 Village shall keep and maintain the records of the District in accordance with the Village'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 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 Summit County Common Pleas Court to interpret the contract consistent with then-applicable statutes or case law, and if necessary modify or terminate this Agreement in order to comply with then-applicable statutes or case law and to preserve the equities of the Contracting Parties as set forth in this Agreement.

Section 6. Addition of Property to the District.

Subject to any applicable provisions of the Ohio Revised Code now existing or hereafter adopted, this Agreement, including Exhibits A, B, and C hereto, may be amended from time to time to add property to the District. Property may be added to the District upon the filing with either Contracting Party of a request by the majority of the 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. Upon agreement of the Contracting Parties, the Agreement, including Exhibits A, B, and C hereto, shall be amended to add such property to the territory of the District pursuant to the request of the majority of the owners of that property and a majority of the owners of those businesses. Property added to the District shall meet all of the requirements of Section 3 herein and Ohio Revised Code Section 715.73, and all procedures of Ohio Revised Code Section 715.761 shall be followed in connection with any such addition of property to the District. Property shall not be removed from the District without the agreement of both Contracting Parties.

Section 7. Contributions and Covenants of the Contracting Parties.

- A. The Contracting Parties shall undertake good faith efforts to explore the use of shared governmental services, including but not limited to police dispatching services and snow removal, to the extent that such cooperative efforts will benefit the Township and the Village.
- B. 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 including, among other things, through the potential establishment of a fire station or substation on property located within the District and owned by the Village, if so agreed by the Township and the Village.
- C. The Contracting Parties shall be equally responsible for the maintenance of all future roads located within the territory in the District. The Township shall have no responsibility for maintenance of State or county roads located within the District. There are no Village roads in the District. If this Agreement is terminated or not renewed, the roads within the District shall become the responsibility of the Township.
- D. 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 Ohio Revised Code Section 715.81, 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.

- E. The Village agrees to collect, administer, and enforce the income tax applicable in the District in accordance with this Agreement.
- F. The Village and Township shall jointly cooperate in carrying out the economic development plan for the District attached hereto as Exhibit A. The Village 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. The Village 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 Cuyahoga County, Summit County, the Township, and the Village, 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.
- G. 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 prior written agreement of the Contracting Parties prior to incurring legal expenses or otherwise engaging legal counsel to represent the District (the “JEDD Administrative Costs”).
- H. The Township shall be responsible for filing with the County Council of Summit County, and the Village shall be responsible for filing with the County Council of Cuyahoga County, the documents required to be filed by Ohio Revised Code Sections 715.75 and 715.76, respectively, relating to the establishment of the District. The Township shall be responsible for filing with the Director of Development Services of the State the documents required by Ohio Revised Code Section 715.771 relating to the establishment of the District.
- I. The Township shall continue to provide police, fire and emergency medical services within the District at a level sufficient to enable economic development as contemplated by the District and this Agreement. The Contracting Parties agree to provide mutual aid to each other’s services when necessary within the District without charge. The Township shall have the right to issue and reissue

levies in all areas of the Township, including the territory in the District, for the provision of such services. The Contracting Parties shall annually review the provision of services to the District and shall consider sharing responsibility for said services to the extent beneficial to the District.

J. Unless and until the Contracting Parties by separate instrument agree that all or a portion of emergency medical services and fire runs currently provided by the Township within the District will be provided by the Village, the Contracting Parties agree as follows:

- (i) Within sixty (60) days after the end of each fiscal year of the Township, the Township shall certify or cause to be certified to the Village the total actual billing incurred by the Township in connection with providing emergency medical services and fire runs to the Northcoast Behavioral Healthcare facility located at 1756 Sagamore Road, Northfield, Ohio 44067 (the “EMS and Fire Cost”). Such certification additionally shall indicate any portion of said total actual billing that has been or is reasonably anticipated to be collected by the Township, regardless of the source or anticipated source of said collection (the “EMS and Fire Collection”).
- (ii) Within thirty (30) days upon receipt of said certification, and in consideration of the Township’s services in support of the District pursuant to this Agreement, the Village shall pay to the Township one half of the difference between the EMS and Fire Cost and the EMS and Fire Collection (hereinafter, the “EMS and Fire Payment”); provided, however, that the obligation of the Village to pay the EMS and Fire Collection shall be subject to the availability of Village funds and shall apply only to those years in which the income tax revenue distribution to the Village in the immediately preceding year exceeds the EMS and Fire Payment that otherwise would be due and payable to the Township hereunder.

K. This Agreement shall be considered an Annexation Agreement pursuant to Ohio Revised Code Section 709.192. Pursuant to Ohio Revised Code 715.79, the Village and Township agree that during the term of this Agreement and any extension thereof, and for a period of ten (10) years thereafter, the Village will not annex any real property within the Township, including any territory of the District and, to the extent not prohibited by law, the Village shall not accept any such annexation during the term of this agreement any extension thereof and for a period of ten (10) years thereafter.

Section 8. Board of Directors of the District.

The Board is hereby established to govern the District. The Board shall consist of five members appointed as set forth in Ohio Revised Code Section 715.78(A)(1), as follows:

- A. The initial Township member of the Board shall be the Chair of the Board of Township Trustees. Subject to any applicable restrictions in Ohio Revised Code Section 715.78, all future Township members of the Board shall be appointed by a majority vote of the Board of Township Trustees and shall serve at the pleasure of the Board of Township Trustees.
- B. The initial Village member of the Board shall be the Mayor of the Village. Subject to any applicable restrictions in Ohio Revised Code Section 715.78, all future Village members of the Board shall be appointed by Village Council and shall serve at the pleasure of Village Council.
- C. The representative of the business owners located in the District shall be appointed by a majority of all business owners subject to any restrictions in Ohio Revised Code Section 715.78. The initial representative of the business owners located in the District shall be designated by a duly authorized officer or agent acting on behalf of Northcoast Behavioral Healthcare prior to the initial meeting of the Board. Future business owner representatives will be selected pursuant to appointment procedures to be established by the Board; provided that, in determining future business owner representatives, each business entity shall be entitled to only one vote, regardless of the number of owners of the business entity.
- D. The representative of the employees working in the District shall be an employee responsible for providing or managing police, fire, or emergency medical services within the District on behalf of the Township or the Village. The initial representative of the employees shall be designated by the Township prior to the initial meeting of the Board. Appointments thereafter shall alternate between the Township and the Village upon the conclusion of each four-year term.
- E. The fifth member of the Board shall be appointed by the Township member, the Village member, the business owner representative, and the employee representative in accordance with Ohio Revised Code Section 715.78(A)(1)(e).
- F. The Board shall establish procedures for appointing future business owner and employee representatives.

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

The Board shall elect the following officers (hereinafter, 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 Chairperson shall be the Board Member specified in Ohio Revised Code Section 715.78. The Officers shall be elected at the first meeting of the Board and thereafter every other year for two-year terms 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. 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 shall meet at least once each calendar year on a date determined by the Board. The Board shall adopt procedures for holding and conducting regular and special meetings. The Contracting Parties shall provide the Board with necessary meeting space. The Village 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 members shall constitute a quorum for Board meeting purposes. The Board shall 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 shall be 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 Chair shall preside over and conduct the meetings of the Board in accordance with its by-laws or other procedures adopted by the Board. Pursuant to Ohio Revised Code Section 715.78(D), the Board is a public body for the purposes of Ohio Revised Code Section 121.22, the Ohio Public Meetings Act. All meetings of the Board, whether regularly scheduled or special meetings, must comply with the provisions of Ohio Revised Code Section 121.22 as amended from time to time.

The Vice Chair shall act as Chair in the temporary absence of the Chair. The Secretary shall be responsible for the records of the Board including, but not limited to, correspondence and minutes of the meetings of the Board. The Treasurer shall be the fiscal officer of the Board and shall be 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 shall designate by resolution, or in its by-laws, those Officers who may sign documents on behalf of the Board.

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 Village. The budget shall estimate the revenues of the District and the expenses of the operation of the District. The Board shall establish an appropriations procedure to provide for payment of the long-term maintenance of the District and the distribution of income tax revenues in accordance with Section 10 herein.

The Board, on behalf of the District, shall:

- 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 Ohio Revised Code Section 715.74(C) 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 Cuyahoga County, Summit County, the Township, and the Village, 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, 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 Ohio Revised Code Sections 715.72 through 715.81 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 shall adopt a resolution to levy an income tax on employee earnings and the net profits of businesses throughout the District in accordance with Ohio Revised Code Section

715.74(C) (the “Income Tax Resolution”). Each annual Income Tax Resolution shall be effective until it is replaced by a subsequent Income Tax Resolution. Pursuant to Ohio Revised Code Section 715.74(C), all income tax collected from any business or entity within the District or any person working within the District shall be subject to this Agreement and included in the total income tax revenue collected within the District (collectively, the “Total Revenues”). The income tax shall go into effect as soon as legally permissible.

- B. The Income Tax Resolution shall establish the income tax rate for employees working in the District (the “Employee Rate”), which Employee Rate shall at all times during the term of this Agreement equal the rate levied in the Village. As of the date of execution of this Agreement by the Contracting Parties, the Village income tax rate is two and one-half percent (2.5%). In each annual Income Tax Resolution, the Board shall adjust the Employee Rate as necessary so that it matches the rate of income taxation in the Village.
- C. The Income Tax Resolution also shall establish the income tax rate applicable to net profits of businesses in the District (the “Business Rate”), which Business Rate shall at all times during the term of this Agreement equal the rate levied in the Village. In each annual Income Tax Resolution, the Board shall adjust the Business Rate as necessary so that it matches the rate of income taxation in the Village.
- D. The annual Income Tax Resolution shall designate:
 - (i) an amount of Total Revenues necessary to pay JEDD Administrative Costs budgeted for the current fiscal year and any outstanding JEDD Administrative Costs from prior fiscal years shall be paid to an account of the District maintained by the Village and designated the “Village of Walton Hills - Sagamore Hills 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 shall be considered in determining the amount necessary to pay JEDD Administrative Costs in the current fiscal year;
 - (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
 - (C) JEDD Administrative Costs for the purposes of the initial Income Tax Resolution shall include legal costs incurred by the Village in connection with the establishment of the JEDD to a maximum of Fifteen Thousand Dollars (\$15,000.00).

(ii) three percent (3.0%) of the Total Revenues collected in the District shall be set aside to compensate the Village for tax collection services provided by the Village to the District under the District Income Tax Collection and Distribution Agreement (the “Collection Fee”);

(iii) forty-eight and one half percent (48.5%) of the Total Revenues collected in the District shall 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; and

(iv) forty-eight and one half percent (48.5%) of the Total Revenues collected in the District shall be paid to the Village and used by the Village for any lawful purpose, including but not limited to expenses related to the District and its purposes.

The Contracting Parties anticipate that the Village will be the initial District Income Tax Collection Agent under this Agreement. In the event that the Village contracts with a third party to assist it with providing such services within the District and such third party charges the Village in excess of three percent (3.00%) of Total Revenues in the District for said services, (A) the Income Tax Resolution shall increase the portion of Total Revenues payable to the Village as the Collection Fee, which increase, together with the three percent (3.00%) of Total Revenues payable to the Village pursuant to Section 10(D)(ii) hereunder, shall be applied by the Village to pay the costs of said third-party services; and (B) to the extent necessary to support such increase in the Collection Fee, the Income Tax Resolution shall decrease in equal amounts the percentages of Total Revenue payable to the Township and the Village indicated in Section 10(D)(iii) and (iv) hereunder.

- E. The Board shall resolve that, pursuant to this Agreement, the Village will collect, administer, and enforce the income tax within the District in accordance with this Agreement and the Village’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 Ohio Revised Code Section 715.74(C)(2), the Board shall enter into an agreement with the Village (the “District Income Tax Collection and Distribution Agreement”) as expeditiously as possible upon the District’s creation 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 shall provide that the Village is responsible for the receipt, safeguarding, and investment of the income tax revenues collected within the District. The Village annually will deliver a written report to be delivered 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

shall 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 shall 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 shall constitute 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, 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 agree that the nature of the 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 shall be binding upon 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 shall not affect the remainder of any other paragraph, provision or section, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein;
- (ii) the illegality or invalidity of any paragraph, provision or section shall 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 shall be 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 or Section 10 of this Agreement is held to be illegal or invalid for any reason, then provisions of Section 5 shall be applicable.

Section 14. Governing Law.

This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Ohio, and in particular, Ohio Revised Code Sections 715.72 through 715.81 in effect as of the date when the owners of property in the District and the owners of business in the District filed their respective petitions consenting to the formation of the District. A copy of Ohio Revised Code Sections 715.72 through 715.81 in effect as of the date when the owners of property in the District and the owners of business in the District filed their respective petitions consenting to the formation of the District is attached hereto as Exhibit C. In the event that any of Ohio Revised Code Sections 715.72 through 715.81 is amended or is supplemented by the enactment of one or more new sections of the Ohio Revised Code relating to joint economic development districts, the Contracting Parties shall follow the provisions of Ohio Revised Code Sections 715.72 through 715.81 when the owners of property in the District and the owners of business filed their respective petitions consenting to the formation of 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 Ohio Revised Code Sections 715.72 through 715.81 illegal or impossible, then the provisions of Section 6 of this Agreement shall apply.

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 shall be regarded as an original and all of which together shall 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 SAGAMORE HILLS,
SUMMIT COUNTY, OHIO

By: _____
Paul Schweikert, Trustee

By: _____
John Zaccardelli, Trustee

By: _____
David DePasquale, Trustee

By: _____
Scott Gale, Fiscal Officer

Approved as to form and correctness

Jeffrey Snell
Legal Counsel to Township of Sagamore Hills
Summit County, Ohio

VILLAGE OF WALTON HILLS

By: _____
Kevin Hurst
Mayor

Approved as to form and correctness

Blair Melling
Director of Law

[Signature Page to Village of Walton Hills-Sagamore Hills Township
Joint Economic Development District Agreement]

EXHIBIT A

ECONOMIC DEVELOPMENT PLAN

Introduction

The purpose of this plan, established pursuant to Ohio Revised Code Section 715.70, is to set forth the economic development objectives of the Village of Walton Hills-Sagamore Hills Township Joint Economic Development District (the “District”). This plan shall serve as a framework for the District’s efforts to engineer economic growth, job retention and creation in Sagamore Hills Township (the “Township”) and the Village of Walton Hills (the “Village”) as well as throughout the region as a whole.

The District is generally located on approximately 265 acres within Sagamore Hills Township, Summit County, at the northern border within the Village of Walton Hills, Ohio. A portion of the District is located just northeast of this area, within the Village of Walton Hills. The largest property within the District is the campus of Northcoast Behavioral Healthcare Hospital (the “Hospital), which is undergoing a three-year, \$68.5 million redevelopment project.

The District is located in an outer-ring suburbs centrally located between Cleveland and Akron in the Northeast Ohio region, at the border of Summit and Cuyahoga Counties. Although the Township was organized in 1947 and the Village in 1951, most significant growth in the vicinity of the District has occurred during the last 30 years and has been fueled by the region’s high-performing schools, outstanding quality of life, and convenient location to both Cleveland and Akron.

The District, together with its partners the Township and the Village, will strive to fuel the continued growth and prosperity of the region. The District will work to maintain and expand business opportunities within the Township and the Village to further advance the quality of life for employers, employees and area residents. It will promote high-quality development and infrastructure to facilitate needs of the entities and businesses in the area as well as residents throughout the community.

Goals

The immediate priority of the District will be to develop appropriate government services to support the District and the current Hospital expansion. The Hospital expansion is expected to create additional traffic and the need for enhanced Fire, EMS, and Police Services. The District will work closely with affected local governments, including the Township, the Village, Summit County, and Cuyahoga County to ensure that the District can maximize the necessary support and infrastructure to support the District. In addition, the Village and Township will continue to work together to enhance safety services in the area and to seek to acquire additional equipment and facilities to serve the District.

Schedule for New, Expanded, and Additional Services, Facilities and Improvements

The District will facilitate the provision of the following new expanded additional services facilities and improvements:

EXHIBIT A

- The complete pavement rehabilitation of Sagamore Road from Northfield Road to Canal Road. The last significant improvement to Sagamore Road was a partial resurfacing performed in 1991. The Village and Township will use the District revenue to continue to perform preventative maintenance upon Sagamore Road in an attempt to prolong the life of the pavement. These maintenance items include crack sealing, cold patching, berm replacements, and full-depth pavement spot repairs. The District will help support the long term debt that the Village and the Township have incurred to facilitate this project.
- The 2015 improvement project also will include a complete asphalt pavement rehabilitation. This rehabilitation will consist of an asphalt recycling process, as well as a resurfacing whereby the existing roadway will be recycled and used as a base for the new asphalt pavement. The existing pavement is approximately 18,500 feet in length and approximately 20 feet in width. The finished pavement will be of the same dimensions.
- The 2015 improvement project will include the complete replacement of the water main along Sagamore Road, installed in 1965, more than 50 years ago. This project will consist of a water main replacement along Sagamore Road of approximately 10,400 lineal feet. The existing water main consists of approximately 8,800 lineal feet of 8" diameter pipe, and approximately 1,600 lineal feet of 12" pipe. All water main will be replaced in-kind by the City of Cleveland. This work will also include replacing all water service connections and fire hydrants along Sagamore Road.
- The District will also enable the provision of periodic capital improvements and long-term maintenance of the roadways, off ramps, sidewalks, intersections, signage and other public infrastructure in the vicinity of 1756 Sagamore Road in support of the District;
- The Village and the Township have regularly discussed shared services for Fire and EMS services. Through the District, the Village and Township plan to expand safety services to improve response times and enhance the equipment available to service the District. To that end, the JEDD Agreement provides for a shared responsibility of such safety services within the District.
- The Village and Township have included Cuyahoga County Permanent Parcels 79420044 and 79420053, both owned by the Village, within the District because these parcels have been considered as potential sites for a future Fire/EMS station. Presently the Village has no Fire Station and contracts for such services. In addition, at the request of the Village, a nationally recognized architectural firm, Brandstetter Carroll Inc., reviewed an existing plan for a new Fire/EMS plan that was prepared in 2001 to provide updates with respect to the plan and the related budget estimate. As reflected in the attached Exhibit B, the firm recommends for the purposes of serving the Village, the Township, and the District the construction of an approximately 9,622 square foot structure, including two bays, with living and office quarters for a fire station. The new fire station would require new fire apparatus and staffing and enhance services and response times for the District. The estimated cost of the new fire station would cost

EXHIBIT A

\$2.75 million. The new facility would include at least two full time staff members 24/7. The fire apparatus is not included in this estimate.

- The JEDD is located directly adjacent to a tremendous collection of parks including the Cleveland MetroParks, Summit MetroParks Bike and Hike Trail and the Cuyahoga Valley National Park. These parks provide refuge for native plants and animals, trails and recreation for visitors. The Cuyahoga Valley National Park's Towpath Trail is a national tourist attraction and is part of a National Scenic Byway. The District is within close proximity to these scenic trails, historic buildings and a waterfall that are not readily accessible. The District hopes to help enhance the access to these regional resources to enhance the economic growth of the District and the region.

These parks provide an invaluable amenity to businesses within the District and the regional economy as a whole. They attract visitors and enhance the quality of life for employees and employers alike. Large regional employers, including as the North Coast Behavioral Healthcare facility within the District, are building campuses near parks or developing park-like amenities to attract and retain employees. Such campuses offer a beautiful setting that encourages employees to access trails and other amenities for the purposes of physical wellness as well as transportation so that employers can easily provide employee wellness programs as a method of controlling health care costs and enhancing their businesses. Other major employers in the region, including Progressive Insurance Corporate Campus in Mayfield Heights and the Cleveland Clinic, have experienced significant success in adopting similar models. The District can further develop such amenities to improve the business climate within the District and the surrounding community. As the North Coast Behavioral Healthcare Hospital expansion nears completion, the District can create enhance natural and new landscape design to integrate the facility into the parks that surround the District.

- The District will further ensure the provision of:
 - Safe, adequate and efficient vehicular and pedestrian traffic patterns in the district area;
 - The timely inspection and review of all plans relating to the current and ongoing renovation of roadway and trail amenities;
 - Additional and enhanced governmental services, including police, fire, and emergency medical and service protection; and
 - Encouragement of economic development, job creation and commercial investment in order to create and retain job growth.

EXHIBIT B

DISTRICT TERRITORY

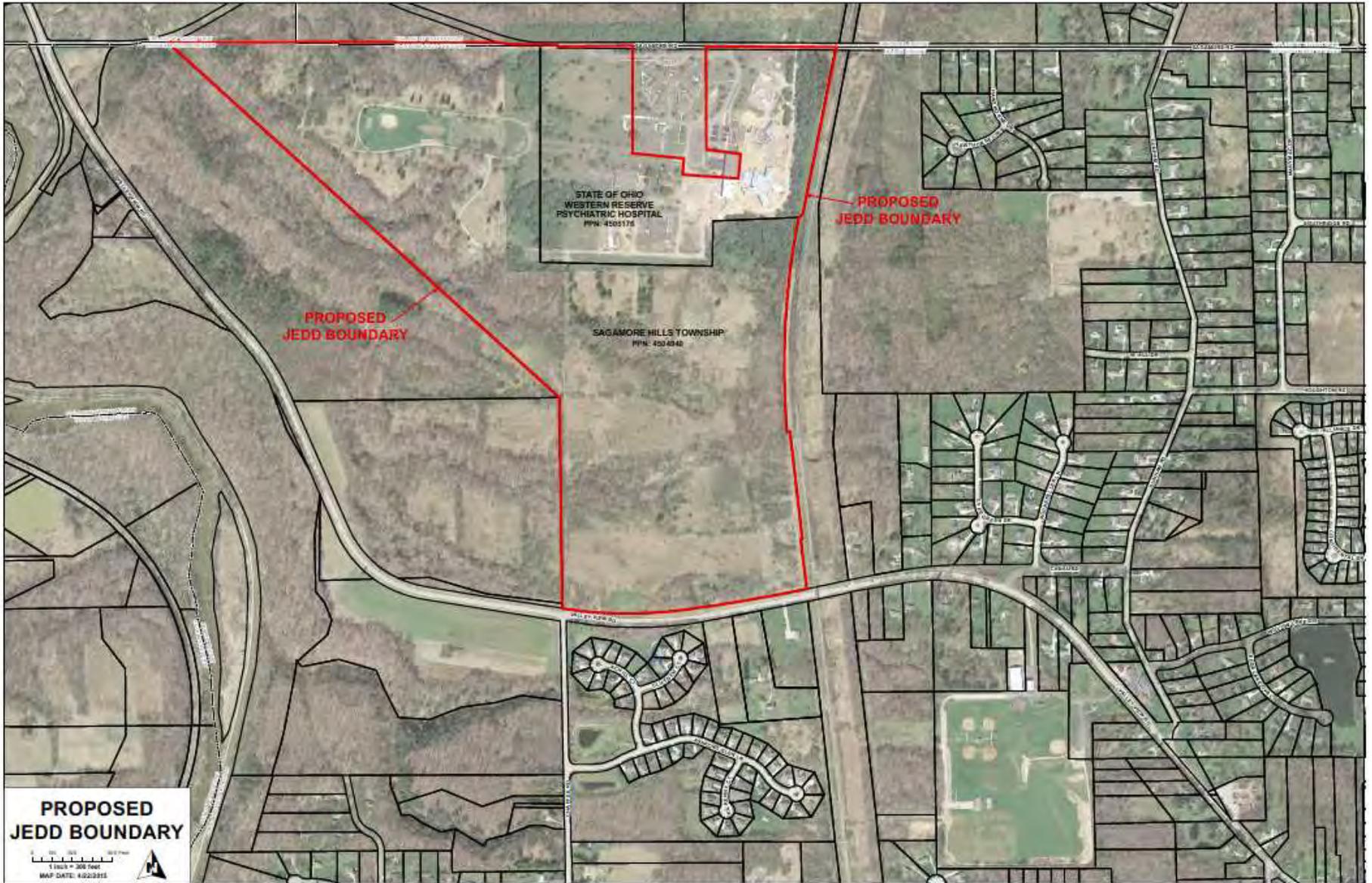


EXHIBIT B



EXHIBIT B

The Village of Walton Hills-Sagamore Hills Township Joint Economic Development District (the "District") shall include the following parcels, as identified in the records of the County Auditor of Cuyahoga County, Ohio and the County Auditor of Summit County, Ohio, each as of [___], 2015; provided that with respect to Summit County parcel number 4505176, the District shall include only the portion of that parcel indicated on the maps on the preceding pages hereto:

Cuyahoga County Parcel Number
79420044
79420053

Summit County Parcel Number
4504940
4505176

EXHIBIT C

OHIO REVISED CODE SECTIONS
715.72 THROUGH 715.82
EFFECTIVE AS OF DATE OF PETITION

715.72 Alternative procedures and requirements for creating joint economic development district.

(A) As used in sections 715.72 to 715.81 of the Revised Code:

(1) "Contracting parties" means one or more municipal corporations , one or more townships, and, under division (D) of this section, one or more counties that have entered into a contract under this section to create a joint economic development district.

(2) "District" means a joint economic development district created under sections 715.72 to 715.81 of the Revised Code.

(3) "Contract for utility services" means a contract under which a municipal corporation agrees to provide to a township or another municipal corporation water, sewer, electric, or other utility services necessary to the public health, safety, and welfare.

(B) Sections 715.72 to 715.81 of the Revised Code provide alternative procedures and requirements to those set forth in sections 715.70 and 715.71 of the Revised Code for creating and operating a joint economic development district. Sections 715.72 to 715.81 of the Revised Code apply to municipal corporations and townships that are located in the same county or in adjacent counties.

(C) One or more municipal corporations , one or more townships, and, under division (D) of this section, one or more counties may enter into a contract pursuant to which they create as a joint economic development district one or more areas for the purpose of facilitating economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in this state and in the area of the contracting parties.

(1) Except as otherwise provided in division (C)(2) of this section, the territory of each of the contracting parties shall be contiguous to the territory of at least one other contracting party, or contiguous to the territory of a township , municipal corporation, or county that is contiguous to another contracting party, even if the intervening township or municipal corporation is not a contracting party.

(2) Contracting parties that have entered into a contract under section 715.70 or 715.71 of the Revised Code creating a joint economic development district prior to November 15, 1995, may enter into a contract under this section even if the territory of each of the contracting parties is not contiguous to the territory of at least one other contracting party, or contiguous to the territory of a township or municipal corporation that is contiguous to another contracting party as otherwise required under division (C)(1) of this section. The contract and district shall meet the requirements of sections 715.72 to 715.81 of the Revised Code.

(D) If, on or after the effective date of this amendment but on or before June 30, 2009, one or more municipal corporations and one or more townships enter into a contract or amend an existing contract under this section, one or more counties in which all of those municipal corporations or townships are located also may enter into the contract as a contracting party or parties.

Effective Date: 03-22-1999; 2008 SB129 12-30-2008

715.73 Criteria for including areas.

The area or areas to be included in a joint economic development district shall meet all of the following criteria:

(A) The area or areas shall be located within the territory of one or more of the contracting parties and may consist of all of that territory.

(B) No electors shall reside within the area or areas on the effective date of the contract creating the joint economic development district, as determined under section 715.77 of the Revised Code.

(C) The area or areas shall not include any parcel of land owned in fee by or leased to a municipal corporation or township, unless the municipal corporation or township is a contracting party or has given its consent to have the parcel of land included in the district by the adoption of an ordinance or resolution.

Effective Date: 11-15-1995; 2008 HB562 09-22-2008

715.74 Contract provisions.

(A) The contract creating a joint economic development district shall provide for the amount or nature of the contribution of each contracting party to the development and operation of the district and may provide for the sharing of the costs of the operation of and improvements for the district. The contributions may be in any form to which the contracting parties agree and may include, but are not limited to, the provision of services, money, real or personal property, facilities, or equipment. The contract may provide for the contracting parties to share revenue from taxes levied by one or more of the contracting parties, if those revenues may lawfully be applied to that purpose under the legislation by which those taxes are levied. The contract shall specify and provide for new, expanded, or additional services, facilities, or improvements. The contract may provide for expanded or additional capacity for or other enhancement of existing services, facilities, or improvements.

(B) The contract shall enumerate the specific powers, duties, and functions of the board of directors of the district described under section 715.78 of the Revised Code and shall provide for the determination of procedures that are to govern the board.

(C)

(1) The contract may grant to the board the power to adopt a resolution to levy an income tax within the district and the contract may designate certain portions of the district where such an income tax may be levied. The income tax shall be used for the purposes of the district or any portion of the district in which the contract authorizes an income tax and for the purposes of the contracting parties pursuant to the contract. The income tax may be levied in the district based on income earned by persons working within the district and based on the net profits of businesses located in the district, but the income of an individual who resides in the district shall not be subject to such income tax unless the income is received for personal services performed in the district. The income tax of the district shall follow the provisions of Chapter 718. of the Revised Code, except that no vote shall be required. The rate of the income tax shall be no higher than the highest rate being levied by a municipal corporation that is a contracting party.

(2) If the board adopts a resolution to levy an income tax, it shall enter into an agreement with a municipal corporation that is a contracting party to administer, collect, and enforce the income tax on behalf of the district.

(3) A resolution levying an income tax under this section shall require the contracting parties to annually set aside a percentage, to be stated in the resolution, of the amount of the income tax

collected for the long-term maintenance of the district.

(4) An income tax levied under this section shall apply in the district or any portion of the district in which the contract authorizes an income tax throughout the term of the contract creating the district, notwithstanding that all or a portion of the district becomes subject to annexation, merger, or consolidation.

(D) The contract creating a joint economic development district shall continue in existence throughout its term and shall be binding on the contracting parties and on any parties succeeding to the contracting parties, whether by annexation, merger, or consolidation. Except as provided in division (E) of this section, the contract may be amended, renewed, or terminated with the approval of the contracting parties or any parties succeeding to the contracting parties. If the contract is amended to add area to an existing district, the amendment shall be adopted in the manner prescribed under section 715.761 of the Revised Code.

(E) If two or more contracting parties previously have entered into a separate contract for utility services, then amendment, renewal, or termination of the separate contract for utility services shall not constitute any part of the consideration for the contract creating a joint economic development district. A contract creating a joint economic development district shall be rebuttably presumed to violate this division if it is entered into within two years prior or five years subsequent to the amendment, renewal, or termination of a separate contract for utility services that two or more contracting parties previously have entered into. The presumption stated in this division may be rebutted by clear and convincing evidence of both of the following:

(1) That other substantial consideration existed to support the contract creating a joint economic development district;

(2) That the contracting parties entered into the contract creating a joint economic development district freely and without duress or coercion related to the amendment, renewal, or termination of the separate contract for utility services.

(F) A contract creating a joint economic development district that violates division (E) of this section is void and unenforceable.

(G) The contract may designate property as a community entertainment district or may be amended to designate property as a community entertainment district as prescribed in division (D) of section 4301.80 of the Revised Code. A contract or amendment designating a community entertainment district shall include all information and documentation described in divisions (B)(1) through (6) of section 4301.80 of the Revised Code. The public notice required under section 715.75 of the Revised Code shall specify that the contract designates a community entertainment district and describe the location of that district. Except as provided in division (F) of section 4301.80 of the Revised Code, an area designated as a community entertainment district under a joint economic development district contract shall not lose its designation even if the contract is canceled or terminated.

Amended by 130th General Assembly File No. TBD, HB 494, §1, eff. 3/23/2015.

Effective Date: 03-22-1999; 2008 HB562 09-22-2008; 2008 SB129 12-30-2008

715.75 Hearing and notice.

Before the legislative authority of any of the contracting parties adopts an ordinance or resolution approving a contract to create a joint economic development district, the legislative authority of each of the contracting parties shall hold a public hearing concerning the contract and district. Each legislative authority shall provide at least thirty days' public notice of the time and place of the public hearing in a newspaper of general circulation in the municipal corporation, township,

or county, as applicable. During the thirty-day period prior to the public hearing and until the filing is made under section 715.76 of the Revised Code, all of the following documents shall be available for public inspection in the office of the clerk of the legislative authority of a municipal corporation and county that is a contracting party and in the office of the fiscal officer of a township that is a contracting party:

- (A) A copy of the contract creating the district;
- (B) A description of the area or areas to be included in the district, including a map in sufficient detail to denote the specific boundaries of the area or areas and to indicate any zoning restrictions applicable to the area or areas;
- (C) An economic development plan for the district that consists of both of the following schedules:
 - (1) A schedule for the provision of the new, expanded, or additional services, facilities, or improvements described in division (A) of section 715.74 of the Revised Code;
 - (2) A schedule for the collection of an income tax levied under division (C) of section 715.74 of the Revised Code.

A public hearing held under this section shall allow for public comment and recommendations on the contract and district. The contracting parties may include in the contract any of those recommendations prior to approval of the contract.

Before any of the contracting parties approves a contract under section 715.76 of the Revised Code, the contracting parties shall deliver a copy of the contract to the board of county commissioners of each county in which a contracting party is located. Any such county may enter into an agreement with the contracting parties regarding the provision of services by the county within the proposed district and may enter into an agreement with the contracting parties to extend services to the area or areas to be included in the district. A county that is a contracting party under division (D) of section 715.72 of the Revised Code is entitled to a copy of the contract as if the county were not a contracting party. Such a county may enter into an agreement with the other contracting parties regarding its provision or extension of services within the proposed district as contemplated by the contract.

Effective Date: 11-15-1995; 12-20-2005; 2008 SB129 12-30-2008

715.76 Ordinances and resolution approving contract.

After the public hearings required under section 715.75 of the Revised Code have been held, each contracting party may adopt an ordinance or resolution approving the contract to create a joint economic development district. After each contracting party has adopted an ordinance or resolution, the contracting parties jointly shall file with the legislative authority of each county within which a contracting party is located all of the following documents:

- (A) A signed copy of the contract;
- (B) A description of the area or areas to be included in the district, including a map in sufficient detail to denote the specific boundaries of the area or areas and to indicate any zoning restrictions applicable to the area or areas;
- (C) The economic development plan described in division (C) of section 715.75 of the Revised Code;
- (D) Certified copies of the ordinances and resolutions of the contracting parties relating to the contract and district;
- (E) A certificate of each contracting party that the public hearings required by section 715.75 of the Revised Code have been held, the date of the hearings, and evidence of publication of the

notice of the hearings;

(F) A petition signed by a majority of the owners of property located within the area or areas to be included in the district;

(G) A petition signed by a majority of the owners of businesses, if any, located within the area or areas to be included in the district.

The petitions described in divisions (F) and (G) of this section shall specify that all of the documents described in divisions (A) to (C) of section 715.75 of the Revised Code are available for public inspection in the office of the clerk of the legislative authority of each municipal corporation and county that is a contracting party or the office of the fiscal officer of each township that is a contracting party.

The legislative authority of a county that is a contracting party under division (D) of section 715.72 of the Revised Code is entitled to all of the documents described in divisions (A) to (G) of this section as if the county were not a contracting party.

Not later than ten days after all of the documents described in divisions (A) to (G) of this section have been filed, each contracting party shall give notice to those owners of property within the area or areas to be included in the district who did not sign the petition described in division (F) of this section and whose property is located within the boundaries of that contracting party and to those owners of businesses, if any, within the area or areas to be included in the district who did not sign the petition described in division (G) of this section and whose property is located within the boundaries of that contracting party. Notice shall be given by certified mail and shall specify that the owners of property and businesses are located within the area or areas to be included in the district and that all of the documents described in divisions (A) to (C) of section 715.75 of the Revised Code are available for public inspection in the office of the clerk of the legislative authority of each municipal corporation and county that is a contracting party or the office of the fiscal officer of each township that is a contracting party. The contracting parties shall equally bear the cost of providing notice under this section.

If the contracting parties do not file all of the documents described in divisions (A) to (G) of this section, the legislative authority of a county that is not a contracting party within which a contracting party is located may adopt a resolution disapproving the creation of the joint economic development district. In addition, the legislative authority of the county may adopt a resolution disapproving the creation of the district if it determines, in written findings of fact, that each contracting party did not enter into the contract freely and without duress or coercion.

Effective Date: 03-22-1999; 12-20-2005; 2008 SB129 12-30-2008

715.761 Adding area by amendment.

(A) The contracting parties may amend the contract to add to a joint economic development district any area that was not originally included in the district when the contract took effect. Area may be added only if the area satisfies the criteria prescribed under section 715.73 of the Revised Code.

(B) An amendment adding area to a district shall be approved by a resolution or ordinance adopted by each of the contracting parties. The contracting parties shall conduct public hearings on the amendment, provide notice, and deliver a copy of the amendment to the legislative authority of the county in which the added area is located in the manner required under section 715.75 of the Revised Code for original contracts. The legislative authority of a county that is a contracting party under division (D) of section 715.72 of the Revised Code is entitled to a copy of the amendment as if the county were not a contracting party. The contracting parties shall

make available for public inspection a copy of the amendment, a description of the area to be added to the district, and a map of that area in sufficient detail to denote the specific boundaries of the area and to indicate any zoning restrictions applicable to the area.

(C) After adopting resolutions or ordinances approving the addition of the area, the contracting parties jointly shall file with the legislative authority of the county in which the added area is located the documents required to be filed under section 715.76 of the Revised Code, except that:

(1) A copy of the amendment to the contract shall be filed in lieu of a copy of the contract.

(2) The description and map shall be of the area to be added instead of the entire area of the district.

(3) The economic development plan need not be filed.

(4) Certified copies of the resolutions and ordinances approving the amendment shall be filed.

(5) The certificates otherwise required under division (E) of section 715.76 of the Revised Code shall certify that the hearings required under division (B) of this section have been held, shall indicate the date of those hearings, and shall include evidence that notice of the hearings was published.

(6) The petition otherwise required under division (F) of section 715.76 of the Revised Code shall be signed by a majority of the owners of property located in the area to be added to the district, the petition otherwise required under division (G) of that section shall be signed by a majority of the owners of businesses, if any, located in the area to be added to the district, and the petitions shall specify that the documents described in division (B) of this section are available for public inspection as otherwise required under section 715.75 of the Revised Code.

(D) The resolution of a board of township trustees approving an amendment adding area to an existing joint economic development district is not required to be submitted to the electors of the township.

Effective Date: 03-22-1999; 2008 SB129 12-30-2008

715.77 Election on contract approval.

(A)

(1) A board of township trustees that is a party to a contract creating a joint economic development district pursuant to sections 715.72 to 715.82 of the Revised Code may choose to not submit its resolution approving the contract to the electors of the township if all of the following conditions are satisfied:

(a) The resolution has been approved by a unanimous vote of the members of the board of township trustees or, if a county is one of the contracting parties under division (D) of section 715.72 of the Revised Code, the resolution has been approved by a majority vote of the members of the board of township trustees;

(b) The creation of the joint economic development district is proposed at the request of a majority of the owners of land included within the proposed district;

(c) The territory to be included in the proposed joint economic development district is zoned in a manner appropriate to the function of the proposed district.

(2) Unless the legislative authority of a county adopts a resolution under section 715.76 of the Revised Code disapproving the creation of a joint economic development district within thirty days after the filing made under that section, the legislative authority of each such county shall adopt a resolution acknowledging the receipt of the required documents, approving the creation of the joint economic development district, and, if the board of township trustees has not invoked its authority under division (A)(1) of this section, directing that the resolution of the board of

township trustees approving the contract creating the joint economic development district be submitted to the electors of the township for approval at the next succeeding general, primary, or special election. If the board of township trustees chooses to submit approval of the contract to the electors of the township, the legislative authority of the county shall file with the board of elections at least ninety days before the day of the election a copy of the resolution of the board of township trustees approving the contract. The resolution of the legislative authority of the county also shall specify the date the election is to be held and shall direct the board of elections to conduct the election in the township.

(3) If the resolution of the legislative authority of the county is not adopted within the thirty-day period after the filing made under section 715.76 of the Revised Code, the joint economic development district shall be deemed approved by the county legislative authority and, if the board of township trustees has not invoked its authority under division (A)(1) of this section, the board of township trustees shall file its resolution with the board of elections for submission to the electors of the township for approval at the next succeeding general, primary, or special election. In such case, the board of township trustees shall file the resolution at least ninety days before the specified date the election is to be held and shall direct the board of elections to conduct the election in the township.

(4) Any contract creating a joint economic development district in which a board of township trustees is a party shall provide that the contract is not effective earlier than the thirty-first day after its approval, including any approval by electors required in this section.

If the board of township trustees chooses pursuant to division (A)(1) of this section not to submit the approval of the contract to the electors, the resolution of the board of township trustees approving the contract is subject to a referendum of the electors of the township when requested through a petition. When signed by ten per cent of the number of electors in the township who voted for the office of governor at the most recent general election, a referendum petition asking that the resolution be submitted to the electors of the township may be presented to the board of township trustees. Such a petition shall be presented within thirty days after the board of township trustees adopts the resolution. The board of township trustees shall, not later than four p.m. of the tenth day after receipt of the petition, certify the text of the resolution to the board of elections. The board of elections shall submit the resolution to the electors of the township for their approval or rejection at the next general, primary, or special election occurring at least ninety days after such certification.

(B) The ballot shall be in the following form:

"Shall the resolution of the board of township trustees approving the contract with
(here insert name of each municipal corporation and other township that is a contracting party)
for the creation of a joint economic development district be approved?"

FOR THE RESOLUTION AND CONTRACT
AGAINST THE RESOLUTION AND CONTRACT "

If a majority of the electors of the township voting on the issue vote for the resolution and contract, the resolution shall become effective immediately and the contract shall go into effect on the thirty-first day after this election or thereafter in accordance with terms of the contract.

Amended by 128th General Assembly File No.29, HB 48, §1, eff. 7/2/2010.

Effective Date: 03-22-1999; 2008 SB129 12-30-2008

715.771 Filing documents with director of development.

Upon the creation of or addition to a joint economic development district under section 715.72 or

715.761 of the Revised Code, one of the contracting parties shall file a copy of each of the documents described in divisions (A) to (G) of section 715.76 or division (C) of section 715.761 of the Revised Code, as applicable, with the director of development.

Amended by 130th General Assembly File No. TBD, HB 289, §1, eff. 6/5/2014.

Effective Date: 03-22-1999

715.78 Board of directors of joint economic development district.

(A) A board of directors shall govern each joint economic development district created under section 715.72 of the Revised Code.

(1) 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:

(a) One member representing the municipal corporations that are contracting parties;

(b) One member representing the townships that are contracting parties;

(c) One member representing the owners of businesses located within the district;

(d) One member representing the persons working within the district;

(e) One member representing the counties that are contracting parties, or, if no contracting party is a county, one member selected by the members described in divisions (A)(1)(a) to (d) of this section.

The members of the board shall be appointed as provided in the contract. Of the members initially appointed to the board, the member described in division (A)(1)(a) of this section shall serve a term of one year; the member described in division (A)(1)(b) of this section shall serve a term of two years; the member described in division (A)(1)(c) of this section shall serve a term of three years; and the members described in divisions (A)(1)(d) and (e) of this section shall serve terms of four years. Thereafter, terms for each member shall be for four years, each term ending on the same day of the same month of the year as did the term that it succeeds. A member may be reappointed to the board, but no member shall serve more than two consecutive terms on the board.

The member described in division (A)(1)(e) of this section shall serve as chairperson of a board described under division (A)(1) of this section.

(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 following members:

(a) One member representing the municipal corporations that are contracting parties;

(b) One member representing the townships that are contracting parties;

(c) One member representing the counties that are contracting parties, or if no contracting party is a county, one member selected by the members described in divisions (A)(2)(a) and (b) of this section.

The members of the board shall be appointed as provided in the contract. Of the members initially appointed to the board, the member described in division (A)(2)(a) of this section shall serve a term of one year; the member described in division (A)(2)(b) of this section shall serve a term of two years; and the member described in division (A)(2)(c) of this section shall serve a term of three years. Thereafter, terms for each member shall be for four years, each term ending on the same day of the same month of the year as did the term that it succeeds. A member may be reappointed to the board, but no member shall serve more than two consecutive terms on the board.

The member described in division (A)(2)(c) of this section shall serve as chairperson of a board described under division (A)(2) of this section.

(B) A board described under division (A)(1) or (2) of this section has no powers except as described in sections 715.72 to 715.81 of the Revised Code and in the contract creating the joint economic development district.

(C) Membership on the board of directors of a joint economic development district is not the holding of a public office or employment within the meaning of any section of the Revised Code or any charter provision prohibiting the holding of other public office or employment. Membership on such a board is not a direct or indirect interest in a contract or expenditure of money by a municipal corporation, township, county, or other political subdivision with which a member may be affiliated. Notwithstanding any provision of law or a charter to the contrary, no member of a board of directors of a joint economic development district shall forfeit or be disqualified from holding any public office or employment by reason of membership on the board.

(D) The board of directors of a joint economic development district is a public body for the purposes of section 121.22 of the Revised Code. Chapter 2744. of the Revised Code applies to such a board and the district.

Effective Date: 03-22-1999; 2008 SB129 12-30-2008

715.79 Annexation, merger, or consolidation proceedings barred.

(A) No annexation proceeding pursuant to Chapter 709. of the Revised Code that proposes the annexation to, merger of, or consolidation with a municipal corporation of any unincorporated territory within a joint economic development district, or joint economic development zone that is subject to division (I)(2) of section 715.691 of the Revised Code, shall be commenced for a period of three years after the contract creating the district or zone is approved by the majority of the electors under section 715.77 or 715.691 of the Revised Code. This division does not apply if the contract is terminated during this period or if each board of township trustees whose territory is included within the district or zone and whose territory is proposed to be annexed, merged, or consolidated adopts a resolution consenting to the commencement of the proceeding. Each such board of township trustees shall file a copy of the resolution with the clerk of the legislative authority of each county within which a contracting party is located.

(B) The contract creating a joint economic development district, or joint economic development zone that is subject to division (I)(2) of section 715.691 of the Revised Code, may prohibit any annexation proceeding by a contracting municipal corporation of any unincorporated territory within the district or zone beyond the three-year period described in division (A) of this section.

(C) No contracting party is divested or relieved of its rights or obligations under the contract creating a joint economic development district, or joint economic development zone that is subject to division (I)(2) of section 715.691 of the Revised Code, because of annexation, merger, or consolidation.

Effective Date: 07-09-1996

715.80 Binding agreements concerning zoning, other regulatory and proprietary matters.

Contracting parties may enter into binding agreements pursuant to the contract creating a joint economic development district, or joint economic development zone that is subject to division (I)(2) of section 715.691 of the Revised Code, with respect to the substance and administration of zoning and other land-use regulations, building codes, permanent public improvements, and other regulatory and proprietary matters determined to be for a public purpose. No contract, however, shall exempt the territory within the district or zone from the procedures of land use

regulation applicable pursuant to municipal corporation, township, and county regulations, including, but not limited to, zoning procedures.

Effective Date: 07-09-1996

715.81 Authority of municipal corporations and townships.

The powers granted under sections 715.72 to 715.81 of the Revised Code are in addition to and not in the derogation of all other powers granted to municipal corporations , townships, and counties pursuant to law. When exercising a power or performing a function or duty under a contract entered into under section 715.72 of the Revised Code, a municipal corporation may exercise all of the powers of a municipal corporation, and may perform all the functions and duties of a municipal corporation, within the joint economic development district, pursuant to and to the extent consistent with the contract. When exercising a power or performing a function or duty under a contract entered into under either section 715.691 or 715.72 of the Revised Code, a township may exercise all of the powers of a township, and may perform all the functions and duties of a township, within the joint economic development district, or joint economic development zone that is subject to division (I)(2) of section 715.691 of the Revised Code, pursuant to and to the extent consistent with the contract.

When exercising a power or performing a function or duty under a contract entered into under division (D) of section 715.72 of the Revised Code, a county may exercise all of the powers of a county, and may perform all the functions and duties of a county, within the joint economic development district, pursuant to and to the extent consistent with the contract.

No political subdivision shall grant any tax exemption under Chapter 1728. or section 3735.67 , 5709.62 , 5709.63 , or 5709.632 of the Revised Code on any property located within the district, or zone that is subject to division (I)(2) of section 715.691 of the Revised Code, without the consent of the contracting parties. The prohibition against granting a tax exemption under this section does not apply to any exemption filed, pending, or approved before the effective date of the contract entered into under either section 715.691 or 715.72 of the Revised Code.

Effective Date: 07-09-1996; 2006 HB699 03-29-2007; 2008 SB129 12-30-2008

715.82 Issuing industrial development bonds.

A municipal corporation may issue bonds and exercise all other powers under Chapter 165. of the Revised Code for one or more projects or parts thereof located in a joint economic development district created pursuant to a contract entered into under section 715.70 , 715.71 , or 715.72 to 715.82 of the Revised Code to which the municipal corporation is a party, or in a township adjacent to that municipal corporation, if the legislative authority of the municipal corporation determines that the project is in furtherance of the public purposes of the state to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the municipal corporation and the township. As used in this section, "project" has the same meaning as in division (H) of section 165.01 of the Revised Code, except that a project described in this section is not required to be located within the territorial boundaries of the municipal corporation.

Effective Date: 03-22-1999

EXHIBIT D

FIRE STATION NEEDS ANALYSIS

PROTOTYPICAL SUBURBAN FIRE STATION						
				Net SF	Grossing	Gross SF
FIRE ADMINISTRATION						
Lobby/Vestibule		1	150	150	30%	195
Chief		1	200	200	30%	260
Assistant Chief/Lts.	Shared space (3 people)	1	250	250	30%	325
Admin/Dispatch		1	250	250	30%	325
Work/Copy Room	Copier, fax, mail, office support	1	150	150	30%	195
File Room	General Storage	1	150	150	30%	195
				1,000		1,495
WORK SUPPORT						
Kitchen	Stove, refrigerator, dining cabinets	1	200	200	30%	260
Eating	Tables/chairs (10 people)	1	200	200	30%	260
Dayroom	Chairs, couch, TV's	1	250	250	30%	325
Sleeping Area	Dormitory Style	1	550	550	30%	715
Restrooms	Male/Female	2	200	400	30%	520
Lockers/Showers	Male/Female	2	200	400	30%	520
Laundry	Washer/dryer	1	120	120	30%	156
				2,120		2,756
APPARATUS BAYS						
Truck Bays	16' x 80' bays	2	1,280	2,560	15%	2,944
Tool Room	Hand tools, work bench	1	150	150	15%	173
Decontamination	Shower, grease/oil trap	1	120	120	15%	138
Air Compressor		1	100	100	15%	115
Gear Lockers	Large gear - 50 lockers	1	740	740	15%	851
Training Mezzanine	Bay access	1	500	500	15%	575
Washer/Dryer	Commercial equipment	1	100	100	15%	115
Training Tower	Doors, windows, height	1	400	400	15%	460
				4,670		5,371
Total Building Area				7,790		9,622



EXHIBIT C

PUBLIC HEARING CERTIFICATIONS

CERTIFICATE REGARDING PUBLIC HEARING UNDER ORC SECTION 715.75

June 22, 2015

To: Cuyahoga County Council, Cuyahoga County, Ohio
Summit County Council, Summit County, Ohio

Sagamore Hills Township (the "Township") and the Village of Walton Hills, Ohio have each taken action pursuant to Ohio Revised Code Sections 715.72 through 715.81 to approve an agreement to create the Village of Walton Hills - Sagamore Hills Township Joint Economic Development District (the "JEDD").

The undersigned, as Fiscal Officer of the Township, hereby certifies to the Cuyahoga County Council, Cuyahoga County, Ohio, and to the Summit County Council, Summit County, Ohio, that the public hearing required to be held by the Township pursuant to Ohio Revised Code Section 715.75 was held on June 22, 2015 at Noon and attached to this certification is evidence of publication of the notice of the hearing.

Please feel free to contact me if you would like any additional information regarding the JEDD.

Sincerely,

A handwritten signature in blue ink, appearing to read "Scott Gale", with a long horizontal flourish extending to the right.

Scott Gale, Fiscal Officer
Sagamore Hills Township

Proof of Publication
Record Publishing Company
1050 W. Main Street,
Kent, OH 44240
Phone (330) 541-9400
Fax (330) 673-6363

I, _____ being first duly sworn depose and say that I am Advertising Clerk of
Record Publishing Company

30 North Zone a newspaper printed and published in the city of Kent, and of General circulation in the County of Portage, State of Ohio, and personal knowledge of the facts herein stated and that the notice hereto annexed was Published in said newspapers for 1 insertions on the same day of the week from and after the 21st day of May, 2015 and that the fees charged are legal.

Sherry Feder

Name of Account: SAGAMORE HILLS TOWNSHIP
Ad Number: 11979891
No. of Lines: 37

Day(s) Published: 05/21.
Printers Fee: \$36.65

Sworn to and subscribed before this 21st day of May, 2015.

Elizabeth McDaniel
Elizabeth McDaniel
Notary Public
Commission Expires June 19, 2016

**LEGAL NOTICE
SAGAMORE HILLS BOARD OF
TRUSTEES PUBLIC HEARING
SAGAMORE HILLS TOWNSHIP
SUMMIT COUNTY, OHIO**

On June 22, 2015 at 12:00 p.m. the Board of Township Trustees of Sagamore Hills Township, Summit County, Ohio will hold a public hearing to consider entering into a contract to designate a joint economic development district under Ohio Revised Code Section 716.74 to be known as the Village of Walton Hills - Sagamore Hills Township Joint Economic Development District. The public hearing will be held at the offices of Sagamore Hills Township, 11551 Valley View Road, Sagamore Hills, Ohio 44067. The public hearing shall allow for public comment and recommendations on the contract and district. The following documents are on file for public inspection: (1) a copy of the contract designating the district, which describes among other things the new, expanded, and additional services, facilities, and improvements contemplated within the district and the anticipated income tax to be levied within the district; (2) a description of the areas to be included in the district, including a map in sufficient detail to denote the specific boundaries of the areas; and (3) an economic development plan for the district. These documents may be reviewed in the offices of the Board of Township Trustees of Sagamore Hills Township, 11551 Valley View Road, Sagamore Hills, Ohio 44067. Sagamore Hills Board of Trustees
NL-5-21-15 11979891

CERTIFICATE REGARDING PUBLIC HEARING UNDER ORC SECTION 715.75

June 30, 2015

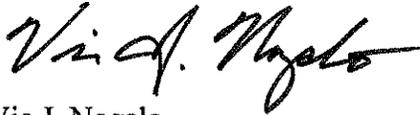
To: Cuyahoga County Council, Cuyahoga County, Ohio
Summit County Council, Summit County, Ohio

The Village of Walton Hills, Ohio (the "Village") and Sagamore Hills Township each have taken action pursuant to Ohio Revised Code Sections 715.72 through 715.81 to approve an agreement to create the Village of Walton Hills - Sagamore Hills Township Joint Economic Development District (the "JEDD").

The undersigned, as Chief Fiscal Officer of the Village, hereby certifies to the Cuyahoga County Council, Cuyahoga County, Ohio, and to the Summit County Council, Summit County, Ohio, that the public hearing required to be held by the Village pursuant to Ohio Revised Code Section 715.75 was held on June 16, 2015, and attached to this certification is evidence of publication of the notice of the hearing.

Please feel free to contact me if you would like any additional information regarding the JEDD.

Sincerely,



Vic J. Nogalo
Chief Fiscal Officer
Village of Walton Hills

Certification

The undersigned does hereby certify the following:

The documents designating a joint economic development district known as the Village of Walton Hills - Sagamore Hills Township Joint Economic Development District have been received and filed with the Village of Walton Hills Clerk of Council on the 11th day of May, 2015.

These documents may be reviewed in the Fiscal Officer's office of the Village of Walton Hills, 7595 Walton Road, Walton Hills, Ohio 44146.

A handwritten signature in black ink, appearing to read "Vic J. Nogalo". The signature is written in a cursive style with a large, stylized initial "V".

Vic J. Nogalo
Chief Fiscal Officer
Clerk of Council

State of Ohio ss.
Cuyahoga County

LEGAL NOTICE
On June 15, 2015 at 6 p.m. the Council of the Village of Walton Hills, Cuyahoga County, Ohio will hold a public hearing to consider entering into a contract to designate a joint economic development district under Ohio Revised Code Section 715.74 to be known as the Village of Walton Hills - Sagamore Hills Township Joint Economic Development District. The public hearing will be held in the offices of the Village of Walton Hills, 7595 Walton Road, Walton Hills, Ohio 44146. The public hearing shall allow for public comment and recommendations on the contract and district. The following documents are on file for public inspection: (1) a copy of the contract designating the district, which describes among other things the new, expanded, and additional services, facilities, and improvements contemplated within the district and the anticipated income tax to be levied within the district; (2) a description of the areas to be included in the district, including a map in sufficient detail to denote the specific boundaries of the areas; and (3) an economic development plan for the district. These documents may be reviewed in the office of the Clerk of Council in the offices of the Village of Walton Hills, 7595 Walton Road, Walton Hills, Ohio 44146.
p.d.may13.2015 3156824

I, Judy Baim, being duly sworn, do upon my oath, depose and say that I am a ACCOUNTS RECEIVABLE REPRESENTATIVE of The Plain Dealer Publishing company, publisher of The Plain Dealer, a newspaper printed in said county, and general circulation in Ashtabula, Geauga, Lake, Lorain, Medina, Portage, Summit and Trumbull counties, in addition to said county; the requirements of Section 7/12 of the Revised Code of Ohio as amended September 14, 1957, relating to publication and distribution are fulfilled by said newspaper; and the advertisement attached was published in said newspaper on the following day, or days in a type size larger than ~~any~~ insertion dates as follows:

May 13, 2015

Sworn to and subscribed before me this day of 5/13/15
Judy Baim
Brenda G Jordan

Brenda G. Jordan
Notary Public, STATE OF OHIO
My Commission Expires Sept. 4, 2016
(Recorded in Cuyahoga County)



EXHIBIT D
PROPERTY OWNER PETITIONS

PETITION

To: The Council of the Village of Walton Hills and the Board of Trustees of Sagamore Hills Township, Summit County, Ohio

WHEREAS, the Village of Walton Hills (the "Village"), Cuyahoga County, Ohio, and Sagamore Hills Township (the "Township"), Summit County, Ohio, which are contiguous communities sharing a mutual interest in promoting economic development, contemplate entering into an agreement (the "Agreement") to create the Village of Walton Hills - Sagamore Hills Township - Joint Economic Development District (the "District"); and

WHEREAS, the following documents have been filed and are available for public inspection in the office of the Clerk of Council of the Village and in the office of the Fiscal Officer of the Township:

- (A) A copy of the Agreement to create the proposed District;
- (B) A description of the area or areas to be included in the District, including a map in sufficient detail to denote the specific boundaries of the area or areas and to indicate any zoning restrictions applicable to the area or areas;
- (C) An economic development plan for the District outlining, among other things:
 - (1) A schedule for the provision of the new, expanded or additional services, facilities or improvements described in the Agreement.
 - (2) A schedule for the collection of an income tax levied under division (C) of section 715.74 of the Revised Code.

NOW, THEREFORE, the undersigned petitioners (the "Petitioners") hereby propose the creation of the Village of Walton Hills - Sagamore Hills Township Joint Economic Development District and, to that end, petition and request that the Village and the Township enter into the Agreement and create the District at the earliest time permitted by law.

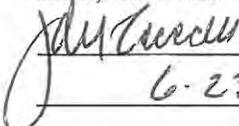
Each Petitioner represents and warrants with respect to the real property described or named next to the signature of the Petitioner (the "Property"):

- (1) the Petitioner is owner of the Property;
- (2) the Property is accurately described below;
- (3) the Property is not residential property and no electors reside on the Property; and
- (4) the Property is located within the Township and within the proposed District.

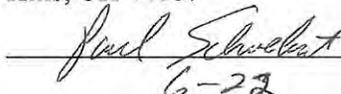
This Petition, which may be signed in counterparts (all of which shall constitute one Petition), is signed by a majority of the owners of property located within the area to be included in the District.

PETITIONERS

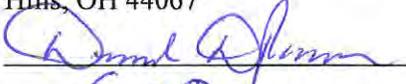
PROPERTY DESCRIPTION

Name: SAGAMORE HILLS TOWNSHIP
Address: 11551 Valley View Road, Sagamore Hills, OH 44067
Signature: 
Date: 6-22, 2015

Summit Co. Permanent Parcel Number 45-04940

Name: SAGAMORE HILLS TOWNSHIP
Address: 11551 Valley View Road, Sagamore Hills, OH 44067
Signature: 
Date: 6-22, 2015

Summit Co. Permanent Parcel Number 45-04940

Name: SAGAMORE HILLS TOWNSHIP
Address: 11551 Valley View Road, Sagamore Hills, OH 44067
Signature: 
Date: 6-22, 2015

Summit Co. Permanent Parcel Number 45-04940

Name: SAGAMORE HILLS TOWNSHIP
Address: 11551 Valley View Road, Sagamore Hills, OH 44067
Signature:  Fiscal Officer
Date: June 22nd, 2015

Summit Co. Permanent Parcel Number 45-04940

PETITION

To: The Council of the Village of Walton Hills and the Board of Trustees of Sagamore Hills Township, Summit County, Ohio

WHEREAS, the Village of Walton Hills (the "Village"), Cuyahoga County, Ohio, and Sagamore Hills Township (the "Township"), Summit County, Ohio, which are contiguous communities sharing a mutual interest in promoting economic development, contemplate entering into an agreement (the "Agreement") to create the Village of Walton Hills - Sagamore Hills Township - Joint Economic Development District (the "District"); and

WHEREAS, the following documents have been filed and are available for public inspection in the office of the Clerk of Council of the Village and in the office of the Fiscal Officer of the Township:

- (A) A copy of the Agreement to create the proposed District;
- (B) A description of the area or areas to be included in the District, including a map in sufficient detail to denote the specific boundaries of the area or areas and to indicate any zoning restrictions applicable to the area or areas;
- (C) An economic development plan for the District outlining, among other things:
 - (1) A schedule for the provision of the new, expanded or additional services, facilities or improvements described in the Agreement.
 - (2) A schedule for the collection of an income tax levied under division (C) of section 715.74 of the Revised Code.

NOW, THEREFORE, the undersigned petitioners (the "Petitioners") hereby propose the creation of the Village of Walton Hills - Sagamore Hills Township Joint Economic Development District and, to that end, petition and request that the Village and the Township enter into the Agreement and create the District at the earliest time permitted by law.

Each Petitioner represents and warrants with respect to the real property described or named next to the signature of the Petitioner (the "Property"):

- (1) the Petitioner is owner of the Property;
- (2) the Property is accurately described below;
- (3) the Property is not residential property and no electors reside on the Property; and
- (4) the Property is located within the Township and within the proposed District.

This Petition, which may be signed in counterparts (all of which shall constitute one Petition), is signed by a majority of the owners of property located within the area to be included in the District.

PETITIONERS

PROPERTY DESCRIPTION

Name: Village of Walton Hills
Address: 7595 Walton Rd., Walton Hills, OH
Signature: *Kemi*
Date: June 25, 2015

PPN: 794-20-053

Name: _____
Address: _____
Signature: _____
Date: _____, 2015

Name: _____
Address: _____
Signature: _____
Date: _____, 2015

Name: _____
Address: _____
Signature: _____
Date: _____, 2015

Name: _____
Address: _____
Signature: _____
Date: _____, 2015

PETITION

To: The Council of the Village of Walton Hills and the Board of Trustees of Sagamore Hills Township, Summit County, Ohio

WHEREAS, the Village of Walton Hills (the "Village"), Cuyahoga County, Ohio, and Sagamore Hills Township (the "Township"), Summit County, Ohio, which are contiguous communities sharing a mutual interest in promoting economic development, contemplate entering into an agreement (the "Agreement") to create the Village of Walton Hills - Sagamore Hills Township - Joint Economic Development District (the "District"); and

WHEREAS, the following documents have been filed and are available for public inspection in the office of the Clerk of Council of the Village and in the office of the Fiscal Officer of the Township:

- (A) A copy of the Agreement to create the proposed District;
- (B) A description of the area or areas to be included in the District, including a map in sufficient detail to denote the specific boundaries of the area or areas and to indicate any zoning restrictions applicable to the area or areas;
- (C) An economic development plan for the District outlining, among other things:
 - (1) A schedule for the provision of the new, expanded or additional services, facilities or improvements described in the Agreement.
 - (2) A schedule for the collection of an income tax levied under division (C) of section 715.74 of the Revised Code.

NOW, THEREFORE, the undersigned petitioners (the "Petitioners") hereby propose the creation of the Village of Walton Hills - Sagamore Hills Township Joint Economic Development District and, to that end, petition and request that the Village and the Township enter into the Agreement and create the District at the earliest time permitted by law.

Each Petitioner represents and warrants with respect to the real property described or named next to the signature of the Petitioner (the "Property"):

- (1) the Petitioner is owner of the Property;
- (2) the Property is accurately described below;
- (3) the Property is not residential property and no electors reside on the Property; and
- (4) the Property is located within the Township and within the proposed District.

This Petition, which may be signed in counterparts (all of which shall constitute one Petition), is signed by a majority of the owners of property located within the area to be included in the District.

PETITIONERS

PROPERTY DESCRIPTION

Name: Village of Walton Hill
Address: 7595 Walton Rd, Walton Hills OH
Signature: *Kenn G...*
Date: June 25, 2015

PPN: 794-20-044

Name: _____
Address: _____
Signature: _____
Date: _____, 2015

Name: _____
Address: _____
Signature: _____
Date: _____, 2015

Name: _____
Address: _____
Signature: _____
Date: _____, 2015

Name: _____
Address: _____
Signature: _____
Date: _____, 2015

EXHIBIT E
BUSINESS OWNER PETITIONS

PETITION

To: The Council of the Village of Walton Hills and the Board of Trustees of Sagamore Hills Township, Summit County, Ohio

WHEREAS, the Village of Walton Hills (the "Village"), Cuyahoga County, Ohio, and Sagamore Hills Township (the "Township"), Summit County, Ohio, which are contiguous communities sharing a mutual interest in promoting economic development, contemplate entering into an agreement (the "Agreement") to create the Village of Walton Hills - Sagamore Hills Township - Joint Economic Development District (the "District"); and

WHEREAS, the following documents have been filed and are available for public inspection in the office of the Clerk of Council of the Village and in the office of the Fiscal Officer of the Township:

- (A) A copy of the Agreement to create the proposed District;
- (B) A description of the area or areas to be included in the District, including a map in sufficient detail to denote the specific boundaries of the area or areas and to indicate any zoning restrictions applicable to the area or areas;
- (C) An economic development plan for the District outlining, among other things:
 - (1) A schedule for the provision of the new, expanded or additional services, facilities or improvements described in the Agreement.
 - (2) A schedule for the collection of an income tax levied under division (C) of section 715.74 of the Revised Code.

NOW, THEREFORE, the undersigned petitioners (the "Petitioners") hereby propose the creation of the Village of Walton Hills - Sagamore Hills Township Joint Economic Development District and, to that end, petition and request that the Village and the Township enter into the Agreement and create the District at the earliest time permitted by law.

Each Petitioner represents and warrants with respect to the business described or named next to the signature of the Petitioner (the "Business"):

- (1) the Petitioner is owner of the Business;
- (2) the Business is accurately described below; and
- (3) the Business is located within the Township and within the proposed District.

This Petition, which may be signed in counterparts (all of which shall constitute one Petition), is signed by a majority of the owners of business located within the area to be included in the District.

PETITIONERS

BUSINESS NAME

Name: SAGAMORE HILLS TOWNSHIP Summit Co. Permanent Parcel
Address: 11551 Valley View Road, Sagamore Number 45-04940
Hills, OH 44067
Signature: *[Handwritten Signature]*
Date: 6-23, 2015

Name: SAGAMORE HILLS TOWNSHIP Summit Co. Permanent Parcel
Address: 11551 Valley View Road, Sagamore Number 45-04940
Hills, OH 44067
Signature: *[Handwritten Signature]*
Date: 6-23, 2015

Name: SAGAMORE HILLS TOWNSHIP Summit Co. Permanent Parcel
Address: 11551 Valley View Road, Sagamore Number 45-04940
Hills, OH 44067
Signature: *[Handwritten Signature]*
Date: 6-22, 2015

Name: SAGAMORE HILLS TOWNSHIP Summit Co. Permanent Parcel
Address: 11551 Valley View Road, Sagamore Number 45-04940
Hills, OH 44067
Signature: *[Handwritten Signature]* *trial office*
Date: June 22nd, 2015

PETITION

To: The Council of the Village of Walton Hills and the Board of Trustees of Sagamore Hills Township, Summit County, Ohio

WHEREAS, the Village of Walton Hills (the "Village"), Cuyahoga County, Ohio, and Sagamore Hills Township (the "Township"), Summit County, Ohio, which are contiguous communities sharing a mutual interest in promoting economic development, contemplate entering into an agreement (the "Agreement") to create the Village of Walton Hills - Sagamore Hills Township - Joint Economic Development District (the "District"); and

WHEREAS, the following documents have been filed and are available for public inspection in the office of the Clerk of Council of the Village and in the office of the Fiscal Officer of the Township:

- (A) A copy of the Agreement to create the proposed District;
- (B) A description of the area or areas to be included in the District, including a map in sufficient detail to denote the specific boundaries of the area or areas and to indicate any zoning restrictions applicable to the area or areas;
- (C) An economic development plan for the District outlining, among other things:
 - (1) A schedule for the provision of the new, expanded or additional services, facilities or improvements described in the Agreement.
 - (2) A schedule for the collection of an income tax levied under division (C) of section 715.74 of the Revised Code.

NOW, THEREFORE, the undersigned petitioners (the "Petitioners") hereby propose the creation of the Village of Walton Hills - Sagamore Hills Township Joint Economic Development District and, to that end, petition and request that the Village and the Township enter into the Agreement and create the District at the earliest time permitted by law.

Each Petitioner represents and warrants with respect to the business described or named next to the signature of the Petitioner (the "Business"):

- (1) the Petitioner is owner of the Business;
- (2) the Business is accurately described below; and
- (3) the Business is located within the Township and within the proposed District.

This Petition, which may be signed in counterparts (all of which shall constitute one Petition), is signed by a majority of the owners of business located within the area to be included in the District.

PETITIONERS

BUSINESS NAME

Name: Mayor Kevin Hurst
Address: 7595 Walton Rd., Walton Hills, OH
Signature: *Kevin Hurst*
Date: June 25, 2015

Village of Walton Hills

Name: _____
Address: _____
Signature: _____
Date: _____, 2015

Name: _____
Address: _____
Signature: _____
Date: _____, 2015

Name: _____
Address: _____
Signature: _____
Date: _____, 2015

Name: _____
Address: _____
Signature: _____
Date: _____, 2015
