

First Reading: May 7, 2020
Second Reading: dispensed

RESOLUTION NO. 2020-035

A RESOLUTION APPROVING A CONTRACT WITH THE CITY OF DEER PARK, HAMILTON COUNTY, OHIO TO DESIGNATE THE CITY OF DEER PARK - SYCAMORE TOWNSHIP JOINT ECONOMIC DEVELOPMENT DISTRICT ALONG KENWOOD ROAD BETWEEN HAPPINESS WAY TO THE NORTH AND PROPERTY COMMONLY KNOWN AS 7887 KENWOOD ROAD TO THE SOUTH, DISPENSING WITH THE SECOND READING AND DECLARING AN EMERGENCY

WHEREAS, on May 7, 2020, the Board of Township Trustees of Sycamore Township held a public hearing as set forth in Ohio Revised Code Section 715.72 concerning a contract and district for the Deer Park – Sycamore Township Joint Economic Development District; and

WHEREAS, on April 3, 2020, being more than thirty days prior to the public hearing, the Board of Township Trustees of Sycamore Township published notice of the public hearing in a newspaper of general circulation in Sycamore Township providing notice of the time and place of the public hearing; and

WHEREAS, during the thirty-day period prior to the public hearing, all of the following documents were available for public inspection in the office of the Fiscal Officer of the Township:

- (1) A copy of the contract creating the district, including the economic development plan for the district and a schedule for the provision of any new, expanded, or additional services, facilities, or improvements;
- (2) 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 indicating any zoning restrictions applicable to the area or areas;
- (3) A schedule for the collection of taxes.

WHEREAS, the public hearing allowed for public comment and recommendations on the contract and the district; and

WHEREAS, the contracting parties may include in the contract any of those recommendations prior to approval of the contract; and

WHEREAS, the Board of Township Trustees of Sycamore Township desires to adopt a Resolution approving the contract to designate the Deer Park - Sycamore Township Joint Economic Development District;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Township Trustees of Sycamore Township, State of Ohio:

SECTION 1.

The Board of Township Trustees of Sycamore Township hereby approves the contract with the City of Deer Park, Ohio in substantially the same form as that attached hereto as **Exhibit 1** designating the Deer Park - Sycamore Township Joint Economic Development District.

SECTION 2.

The Administrator of Sycamore Township is directed to file with the Director of Development Services the following documents:

- (1) A copy of the contract creating the district, including the economic development plan for the district and a schedule for the provision of any new, expanded, or additional services, facilities, or improvements;
- (2) 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 indicating any zoning restrictions applicable to the area or areas;
- (3) A schedule for the collection of taxes.
- (4) Certified copies of the Ordinances or Resolutions of the contracting parties relating to the contract and district.
- (5) Documentation from each contracting party that the public hearings required by R.C. §715.72(I) were held, the date of the hearings, and evidence that notice of the hearings was published as required by R.C. § 715.72.
- (6) A copy of the signed petitions required pursuant to R.C. §715.72 (J) and (K).

SECTION 3.

The Trustees of Sycamore Township upon a unanimous vote do hereby dispense with any requirement that this resolution be read on two separate days and hereby authorize the adoption of this resolution upon its first reading.

SECTION 4.

Upon the unanimous vote of the Sycamore Township Trustees, this Resolution is hereby declared to be an emergency measure necessary for immediate preservation of the public peace, health, safety, and welfare of Sycamore Township. The reason for the emergency is to provide for a timely execution of the contract with the city of Deer Park to establish the Joint Economic Development District.

VOTE RECORD:

Mr. James AYE

Mr. LaBarbara AYE

Mr. Weidman AYE

PASSED at the meeting of the Board of Trustees this 7th day of May, 2020.

/s/ Jim LaBarbara
Jim LaBarbara, Chairman

/s/ Thomas C. James, Jr.
Thomas C. James, Jr., Vice Chairman

/s/ Thomas J. Weidman
Thomas J. Weidman, Trustee

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Sycamore Township Fiscal Officer on May 7, 2020.

/s/ Robert C. Porter, III
Robert C. Porter III, Fiscal Officer
Sycamore Township, Ohio

APPROVED AS TO FORM:

/s/ Deepak K. Desai
Deepak K. Desai, Law Director

**CITY OF DEER PARK-SYCAMORE TOWNSHIP JOINT ECONOMIC DEVELOPMENT
DISTRICT AGREEMENT**

This City of Deer Park - Sycamore Township Joint Economic Development District Agreement (the "Agreement") is made and entered into this _____ day of May, 2020, by and between the Township of Sycamore, Hamilton County (the "Township"), and the City of Deer Park, Hamilton County (the "City" and, together with the Township, the "Contracting Parties" and each a "Contracting Party") in accordance with the terms and provisions set forth herein.

WHEREAS, the Township and the City desire to promote collaborative economic development efforts by means of creating a Joint Economic Development District (the "District") pursuant to Ohio Revised Code Section 715.72 (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 City, and the State of Ohio (the "State") generally; and

WHEREAS, the Township and the City also desire to consider options for improved and cost-effective governmental services within the District, including the provision of fire, police, and maintenance department services to better serve the Township, the City, and the District, all for the purpose of promoting collaborative economic development as set forth herein; and

WHEREAS, the Township, which is located entirely within Hamilton County, Ohio ("Hamilton County"), and the City, which is located entirely within Hamilton County, Ohio ("Hamilton County"), share contiguous territorial boundaries; and

WHEREAS, the legislative authorities of the Township and the City have each approved, authorized and directed the Township and the City respectively to make and enter into this Agreement, by and through their respective officers in accordance with Resolution No. 2020-35, adopted by the Township on May 7, 2020, and Resolution No. _____, enacted by the City on _____, 2020.

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

Section 1. Creation of District and Purpose.

The Township and the City, as contracting parties within the meaning of 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 City of Deer Park-Sycamore 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 City, and the District to more efficiently provide governmental services to the area within the District and to more effectively promote economic development within the District, the Township, and the City;

- C. 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, Hamilton County, the Township, and the City; 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. In accordance with Ohio Revised Code Section 715.72 (E)(1), the territory of the District is located entirely within the territorial boundaries of the Township and the City, and no electors reside within the territory comprising the District as of the date hereof. Pursuant to Resolution No. _____, approved by the Board of Trustees of the Township on _____, and Resolution No. _____, approved by the Council of the City on _____, the Township and the City each have given their respective consent to the inclusion of certain real property owned by the Township and City and depicted and identified in Exhibit B within the District. The territory to be included in the District is currently zoned D – Multi Family with a Special Public Interest District – Suburban Center/Corridor Kenwood/Montgomery Road Corridor Overlay, 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 Sections 715.72(M)(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. The Contracting Parties have circulated petitions as required under Ohio Revised Code Section 715.72 (J) and obtained the signatures required under Ohio revised Code Section 715.72 (L); 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 715.72(M)(3), and shall be for a period of fifty (50) years (“Term”). This Agreement shall automatically extend for one renewal term that is fifty (50) years in duration, unless (i) either the Township or City 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, or (ii) either

the Township or the City notifies the other Contracting Party in writing at least one year prior to the expiration of the original term or any renewal term that it is requesting to extend this Agreement beyond the originally contemplated term of 50 years or the originally contemplated renewal term of 50 years, as applicable, in which case this Agreement shall extend in accordance with such written request if such written request is approved in writing by the other Contracting Party. This Agreement may only be terminated in compliance with applicable statutory provisions and in accordance with this Agreement. This Agreement shall continue in existence throughout its Term, as well as any renewal or extension thereof, 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, as well as any renewal or extension thereof, 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 provisions 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 the provisions set forth in Section 4 or in accordance with this Section 5. If the Contracting Parties mutually agree to terminate this Agreement, such agreement to terminate must provide for the unwinding of this Agreement and must be approved by the legislative authorities of both Contracting Parties within sixty (60) days of each other. Upon termination of this Agreement, the City shall keep and maintain the records of the District in accordance with the City's records retention policy.

If any provisions of Section 7 or Section 10 of this Agreement become null and void or illegal, or the performance of any provision of Section 7 or Section 10 of this Agreement becomes impossible, through any subsequent change, amendment or enactment of state law or through a ruling of any court that has jurisdiction over the Contracting Parties, the Contracting Parties agree to negotiate in good faith to reach mutual agreement regarding the manner and method of amending this Agreement to bring the Agreement into compliance with 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 Hamilton County Common Pleas Court to interpret this Agreement 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 Exhibit B hereto, may be amended from time to time to add any

area to the District that was not originally included in the District, as well as to remove any area originally included in the District from the District. All procedures of Ohio Revised Code Section 715.72 (L) shall be followed in connection with any such addition or removal of property from the District.

Section 7. Contributions and Covenants of the Contracting Parties.

- A. The Contracting Parties agree to collaborate with respect to capital improvements for the District in the event that the Contracting Parties determine that economic development in the District creates a demand for public infrastructure improvements serving the District or the area surrounding the District.
- B. The Contracting Parties 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 City roads in the District. If this Agreement is terminated or not renewed or extended, the existing and future roads within the District shall become the responsibility of the Township.
- C. Except as set forth in Section 10 with respect to the income tax to be levied in the District, the Township shall retain all of its interest in all other tax revenues generated in the territory in the District, including but not limited to real estate, personal property, and service tax. Pursuant to Ohio Revised Code Section 715.72 (U) neither Contracting Party shall grant any tax exemption or abatement for any property in the District without the express written consent of the other Contracting Party.
- D. The City agrees to collect, administer, and enforce the income tax to be levied in the District pursuant to Section 10 of this Agreement.
- E. The City and Township shall jointly cooperate in carrying out the economic development plan for the District attached hereto as Exhibit A. The City and the Township agree that the Board of Directors for the District (the "Board") may use any available revenues of the District to pay any costs of carrying out the economic development plan for the District and may, from time to time, modify the economic development plan to better accomplish the public purposes of the District. The City and the Township agree that the Board or either Contracting Party may execute any agreement, cooperative agreement, financing agreement, or other arrangement with any private entity and with any other political subdivision to provide or facilitate the provision of public infrastructure improvements to benefit the District or whenever otherwise necessary or convenient to carry out the powers granted in this Agreement, including, without limitation, any agreement related to any tax increment financing program, special assessment program, or bond financing undertaking by any Contracting Party or political subdivision in cooperation with any Contracting Party.
- F. The District will pay the cost of all District administrative costs other than tax collection fees, including but not limited to insurance premiums and any audit fees of the District, as well as any legal expenses of the District; provided that the District

shall obtain 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”).

- G. The Township shall be responsible for filing with the Director of Development Services of the State the documents required by Ohio Revised Code Section 715.72(O), relating to the establishment of the District.
- H. 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 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 agree to provide mutual aid to each other’s services within the District when necessary without charge. 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.
- I. Pursuant to Ohio Revised Code Section 715.72(F)(6) and 715.72 (R), no 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 the District may be commenced at any time between the effective date of this Agreement creating the District and the date this Agreement expires, terminates, or is otherwise rendered unenforceable. The foregoing does not apply if the Township’s Board of Trustees adopts a Resolution consenting to the commencement of such a proceeding. In such event, the Township’s Board of Trustee shall file a copy of the Resolution with the City’s Clerk of Council. The City and Township agree that the foregoing prohibition on annexation to, merger of, or consolidation with a municipal corporation of any unincorporated territory within the District shall apply to the City during the Term of this Agreement, any renewal or extension thereof, and, pursuant to Ohio Revised Code Section 709.192, for a period of ten (10) years thereafter, the City will not annex any real property within the Township, including any territory of the District and, to the extent not prohibited by law, the City shall not accept any such annexation during the term of this Agreement, any renewal or 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. Since there are businesses operating in the District and persons employed within the District, the Board shall consist of five members appointed as set forth in Ohio Revised Code Section 715.72(P)(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 715.72 (P)(1), 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 City member of the Board shall be the Mayor of the City. Subject to any

applicable restrictions in Ohio Revised Code Section 715.72(P)(1), all future City members of the Board shall be appointed by City Council and shall serve at the pleasure of City 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 715.72(P)(1). 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 Capital Investment Group prior to the initial meeting of the Board. Future business owner representatives shall 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 persons employed within the District shall be an employee working in the District. 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 City upon the conclusion of each four-year term.
- E. The fifth member of the Board shall be appointed by the Township member, the City member, the business owner representative, and the employee representative in accordance with Ohio Revised Code Section 715.72(P)(1)(e).
- F. Pursuant to Ohio Revised Code Section 715.72(P)(1)(e), the initial City member of the Board shall serve a term of one (1) year; the initial Township member of the Board shall serve a term of two (2) years; the initial member of the Board representing the business owners located in the District shall serve a term of three (3) years; the initial member of the Board representing the employees working in the District shall serve a term of four (4) years, as shall the fifth member of the Board. Thereafter, terms for each member shall be for four years, with each term ending on the same day of the same month of the year as did the term that it succeeds. A member shall be reappointed to the Board, but no member shall serve more than two consecutive terms on the Board.

The members of the Board shall serve without compensation. Necessary and authorized expenses incurred by Board 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 fifth member of the Board appointed in accordance with Section 8(E) of this Agreement. 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 Township 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 four 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 715.72(P)(5), the Board is a public body for the purposes of Ohio Revised Code Section 121.22, the Ohio Open 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 Township. 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(D)(i) 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 715.72(F) 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 to provide or facilitate the provision of public infrastructure improvements that 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 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 Section 715.72 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 on both the income earned by persons employed or residing within the District, and the net profits of businesses operating within the District in accordance with Ohio Revised Code Section 715.72(F)(5) (the "Income Tax Resolution"). The income tax shall go into effect as soon as legally permissible. Each annual Income Tax Resolution shall be effective until it is replaced by a subsequent Income Tax Resolution. Pursuant to Ohio Revised Code Section 715.72(F)(5), all income tax collected from the income earned by persons employed or residing within the District and the net profits of businesses operating within the District (collectively, the "Total Revenues") shall be used to carry out the economic development plan for the District and for any other lawful purpose of the Contracting Parties pursuant to this Agreement. Except as provided in Ohio Revised Code Section 715.72, the income tax levied within the District is subject to Chapter 718 of the Revised Code, except that no vote shall be required.
- B. The Income Tax Resolution shall establish the income tax rate for employees

working in the District (the “Employee Rate”). The Employee Rate shall be no higher than the highest rate levied in the City. As of the date of execution of this Agreement by the Contracting Parties, the City income tax rate is one and a half percent (1.50%). In each annual Income Tax Resolution, the Board shall adjust the Employee Rate, if necessary, so that it is no higher than the highest rate being levied by the City.

- C. The Income Tax Resolution also shall establish the income tax rate applicable to net profits of businesses operating in the District (the “Business Rate”). The Business Rate shall be no higher than the highest rate being levied by the City. As if the date of execution of this Agreement by the Contracting Parties, the City income tax rate is one and a half percent (1.50%). In each annual Income Tax Resolution, the Board shall adjust the Business Rate as necessary so that it is no higher than the highest rate being levied by the City.
- D. The annual Income Tax Resolution shall designate:
 - (i) a percentage of the amount of the income tax collected for the long term maintenance of the District, which the Contracting Parties are required to annually set aside pursuant to Ohio Revised Code Section 715.72 (F)(5)(d).
 - (ii) 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 Township and designated the “City of Deer Park - Sycamore 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 Township in connection with the establishment of the JEDD to a maximum of Fifteen Thousand Dollars (\$ 15,000.00).
 - (iii) the Total Revenues less the JEDD administrative costs (“Total Net Revenues”) shall be paid to the Contracting Parties;
 - (iv) ninety percent (90%) of the Total Net 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;

- (v) ten percent (10%) of the Total Net Revenues collected in the District shall be paid to the City and used by the City for any lawful purpose, including but not limited to expenses related to the District and its purposes.
- E. The annual Income Tax Resolution shall designate the City as the District Income Tax Collection Agent under this Agreement. The Board shall resolve that, pursuant to this Agreement, the City will collect, administer, and enforce the income tax within the District in accordance with this Agreement and the City's rules and regulations currently in effect and as may be amended from time to time regarding the collection, administration, and enforcement of income tax.
- F. Pursuant to Ohio Revised Code Section 715.72(F)(5)(c), the Board shall enter into an agreement with the City (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 City is responsible for the receipt, safeguarding, and investment of the income tax revenues collected within the District. The City annually will deliver a written report to 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).
- G. 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. 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.
- B. 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 or in 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 provision herein.

Section 13. Severability.

- A. 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.
- B. 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 the 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 Section 715.72 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 Section 715.72 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 Ohio Revised Code Sections 715.72 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 Section 715.72 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 Section 715.72 illegal or impossible, then the provisions of Section 5 of this Agreement shall apply.

Section 14. Effective Date.

Pursuant to Ohio Revised Code Section 715.72(M)(3), this Agreement is not effective before the 31st day after the date on which the Township adopted the Resolution approving this Agreement.

Section 15. Miscellaneous.

- A. 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.
- B. 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 SYCAMORE,
HAMILTON COUNTY, OHIO**

By: _____
Thomas C. James, Jr.

By: _____
Jim LaBarbara

By: _____
Thomas Weidman

By: _____
Robert Porter, Fiscal Officer

Approved as to form:

Deepak K. Desai,
Law Director for Sycamore Township,
Hamilton County, Ohio

CITY OF DEER PARK

By: _____
William A. Jetter, Safety Service Director

Approved as to form:

Andrew Helmes,
Law Director for City of Deer Park
Hamilton County, Ohio

EXHIBIT A

ECONOMIC DEVELOPMENT PLAN

Introduction

The purpose of this plan established pursuant to Ohio Revised Code Section 715.72(F)(3) is to set forth the economic development objectives of the City of Deer Park- Sycamore Township Joint Economic Development District (the “District”). This plan shall serve as a framework for the District’s efforts to engineer economic growth in Sycamore Township (the “Township”) and the City of Deer Park (the “City”) as well as throughout the region as a whole.

The District is located on approximately 3.16 acres within the Kenwood area of Sycamore Township in Hamilton County, Ohio. It is located across from the Macy’s Department Store entrance at Kenwood Towne Center. The property within the District is part of a larger 7 acre site that is undergoing a redevelopment project. It currently consists of vacant housing, which will be converted to a multi-use site containing new multi-family housing, an office building, a hotel, and various restaurants and neighborhood retail space. The District consists of the office building, hotel, retail space, and restaurants only. The District is located in a highly desirable area due to Sycamore Township’s high-performing schools, outstanding quality of life, and its convenient location within Hamilton County.

The District, together with its partners, the Township and the City, will strive to fuel continued growth in the region. The District will work to maintain and expand business opportunities within the Township and the City to further advance the quality of life for area residents. Additionally, the District 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 upon establishment will be to develop appropriate government services to support the needs of the redevelopment underway in the District. This redevelopment is expected to produce additional traffic and needs for emergency services within the Township. The District will work closely with the local governments including the Township, the City, and Hamilton County to ensure that the District can provide appropriate support and infrastructure for the redevelopment.

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

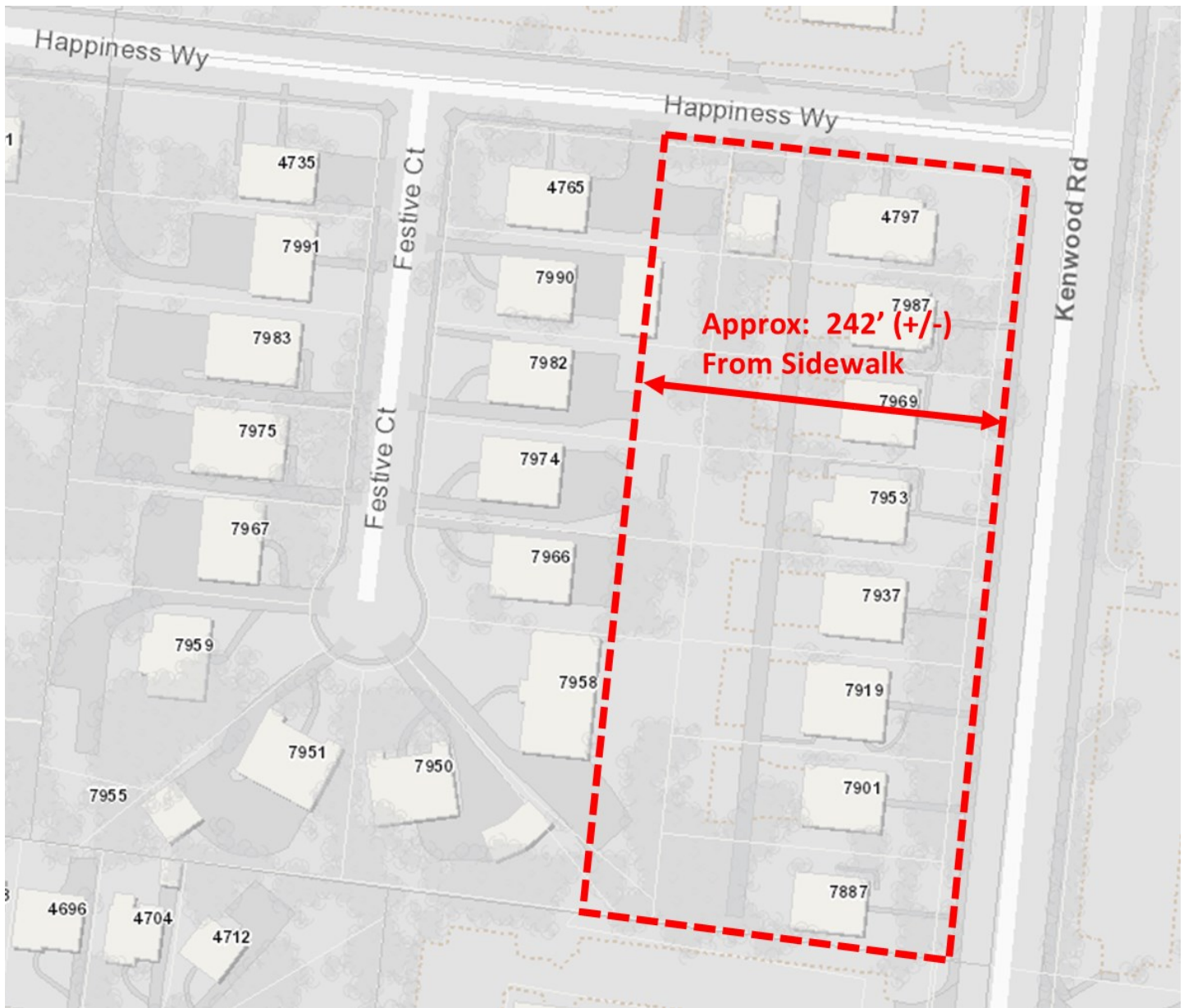
The District will facilitate the provision of the following new, expanded, and additional services, as well as facilities and improvements:

- The closure and removal of the roadway known as Festive Court located south of Happiness Way, and the construction of a new road west of Festive Way to access parking and the multifamily development. While it is anticipated that the property developer will pay for the removal of Festive Way and the construction of the new roadway, the Township may perform preventative maintenance such as crack ceiling, cold patching, berm replacements, and full depth pavement spot repairs in an attempt to prolong the life of the new roadway. In addition, the Township may perform snow removal when necessary.

EXHIBIT A

- The intersection of Kenwood Road and Happiness Way is not a signalized intersection. It will become a signalized intersection as part of the redevelopment project of the property within the District. As with the new roadway, the Township in partnership with the necessary utilities may facilitate the installation of the new infrastructure. Moving forward, the Township, or alternatively, Hamilton County or the Ohio Department of Transportation, may maintain the signalized intersection.
- 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 Kenwood Road at the entrance to Happiness Way in support of the redevelopment project and JEDD.
- Provision of safe adequate and efficient vehicular and pedestrian traffic patterns in the redevelopment and JEDD area.
- Provision of the timely inspection and review of all plans relating to the current and ongoing redevelopment.
- Provision of governmental services, including enhanced police, fire, and emergency medical and service protection.
- Encouragement of economic development, job creation, and commercial investment in order to retain and create job growth.
- Facilitate storm water management improvements within the district that benefit the district. In addition, those same district improvements will benefit the surrounding properties and improve storm water management and mitigation.

**Sycamore Township
Joint Economic Development District
Exhibit B**



Sycamore Township Joint Economic Development District

Joint Economic Development



EXHIBIT C

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

Ohio Statutes

Title 7. MUNICIPAL CORPORATIONS

Chapter 715. GENERAL POWERS

Current through the 133rd General Assembly

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

(A) As used in this section:

- (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 this section.
- (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.
- (4) "Business" means a sole proprietorship, a corporation for profit, a pass-through entity as defined in section 5733.04 of the Revised Code, the federal government, the state, the state's political subdivisions, a nonprofit organization, or a school district.
- (5) "Owner" means a partner of a partnership, a member of a limited liability company, a majority shareholder of an S corporation, a person with a majority ownership interest in a pass-through entity, or any officer, employee, or agent with authority to make decisions legally binding upon a business.
- (6) "Record owner" means the person or persons in whose name a parcel is listed on the tax list or exempt list compiled by the county auditor under section 319.28 or 5713.08 of the Revised Code.
- (7) A business "operates within" a district if the net profits of the business or the income of employees of the business would be subject to an income tax levied within the district.
- (8) An employee is "employed within" a district if any portion of the employee's income

would be subject to an income tax levied within the district.

- (9) "Mixed-use development" means a real estate project that tends to mitigate traffic and sprawl by integrating some combination of retail, office, residential, hotel, recreation, and other functions in a pedestrian-oriented environment that maximizes the use of available space by allowing members of the community to live, work, and play in one architecturally expressive area with multiple amenities.
- (B) This section provides 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. This section applies 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 designate one or more areas as a joint economic development district for the purpose of facilitating economic development and redevelopment, 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 this section.
- (D) If, on or after December 30, 2008, 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.
- (E)
 - (1) 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 the territory of any or all of the contracting parties.
 - (b) No electors, except those residing in a mixed-use development, shall reside within the area or areas on the effective date of the contract creating the district.
 - (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.
 - (2) The contracting parties may designate excluded parcels within the boundaries of the joint economic development district. Excluded parcels are not part of the district and persons employed or residing on such parcels shall not be subject to any income tax imposed within the district under division (F)(5) of this section.
- (F)
- (1) 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.
 - (2) 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.
 - (3) The contract shall include an economic development plan for the district that consists of a schedule for the provision of 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.
 - (4) The contract shall enumerate the specific powers, duties, and functions of the board of directors of the district described under division (P) of this section and shall designate procedures consistent with that division for appointing members to the board. The contract shall enumerate rules to govern the board in carrying out its business under this section.
 - (5)
 - (a) The contract may grant to the board the power to adopt a resolution to levy an income tax within the entire district or within portions of the district

designated by the contract. The income tax shall be used to carry out the economic development plan for the district or the portion of the district in which the tax is levied and for any other lawful purpose of the contracting parties pursuant to the contract, including the provision of utility services by one or more of the contracting parties.

- (b) An income tax levied under this section shall be based on both the income earned by persons employed or residing within the district and the net profit of businesses operating within the district.

Except as provided in this section, the income tax levied within the district is subject to 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.

- (c) 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.

- (d) 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.

- (e) An income tax levied under this section shall apply in the district or the portion of the district in which the contract authorizes an income tax throughout the term of the contract creating the district. The tax shall not apply to any persons employed or residing on a parcel excluded from the district under division (E)(2) of this section.

- (6) If there is unincorporated territory in the district, the contract shall specify that restrictions on annexation proceedings under division (R) of this section apply to such unincorporated territory. The contract may prohibit proceedings under Chapter 709. of the Revised Code proposing the annexation to, merger of, or consolidation with a municipal corporation that is a contracting party of any unincorporated territory within a township that is a contracting party during the term of the contract regardless of whether that territory is located within the district.
- (7) 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) to (6) of section 4301.80 of the Revised Code. The public notice required under division (I) of this

section 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.

- (G) 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 (H) 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 or remove an area to or from an existing district, the amendment shall be adopted in the manner prescribed under division (L) of this section.
- (H) 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. A contract creating a joint economic development district that violates this division is void and unenforceable.
- (I)
 - (1) Before the legislative authority of any of the contracting parties adopts an ordinance or resolution approving a contract to create a 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 date that an ordinance or resolution is adopted under division (K) of this section to approve the joint economic development district contract, 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, including the economic development plan for the district and the schedule for the provision of new, expanded, or additional services, facilities, or improvements described in division (F)(3) of this section;
- (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, and the parcel number, provided for under section 319.28 of the Revised Code, of any parcel located within the boundaries of the joint economic development district and excluded from the district under division (E)(2) of this section;
- (c) If the contract authorizes the board of directors of the district to adopt a resolution to levy an income tax within the district or within portions of the district, a schedule for the collection of the tax.

- (2) A public hearing held under this division 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.

- (J) Before any of the contracting parties approves a contract under division (K) of this section, the contracting parties shall circulate one or more petitions to record owners of real property located within the proposed joint economic development district and owners of businesses operating within the proposed district. The petitions shall state that all of the documents described in divisions (I)(I)(a) to (c) of this section 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 petitions shall clearly indicate that, by signing the petition, the record owner or owner consents to the proposed joint economic development district. A contracting party may send written notice of the petitions by certified mail with return receipt requested to the last known mailing addresses of any or all of the record owners of real property located within the proposed district or the owners of businesses operating within the proposed district. The contracting parties shall equally share the costs of complying with this division.

- (K) (1) After the public hearings required under division (I) of this section have been held and the petitions described in division (J) of this section have been signed by the majority of the record owners of real property located within the proposed joint

economic development district and by a majority of the owners of businesses, if any, operating within the proposed district, each contracting party may adopt an ordinance or resolution approving the contract to create a joint economic development district. Not later than ten days after all of the contracting parties have adopted ordinances or resolutions approving the district contract, each contracting party shall give notice of the proposed district to all of the following:

- (a) Each record owner of real property to be included in the district and in the territory of that contracting party who did not sign the petitions described in division (J) of this section;
 - (b) An owner of each business operating within the district and in the territory of that contracting party no owner of which signed the petitions described in division (J) of this section.
 - (2) Such notices shall be given by certified mail and shall specify that the property or business is located within an area to be included in the district and that all of the documents described in divisions (I)(I)(a) to (c) of this section 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 share the costs of complying with division (K) of this section.
- (L)
- (1) The contracting parties may amend the joint economic development district contract to add any area that was not originally included in the district if the area satisfies the criteria prescribed under division (E) of this section. The contracting parties may also amend the district contract to remove any area originally included in the district or exclude one or more parcels located within the district pursuant to division (E)(2) of this section.
 - (2) An amendment adding an area to a district, removing an area from the district, or excluding one or more parcels from the district may be approved only by a resolution or ordinance adopted by each of the contracting parties. The contracting parties shall conduct public hearings on the amendment and provide notice in the manner required under division (I) of this section for original contracts. The contracting parties shall make available for public inspection a copy of the amendment, a description of the area to be added, removed, or excluded to or from 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.
 - (3) Before adopting a resolution or ordinance approving the addition of an area to the district, the contracting parties shall circulate petitions to the record owners of real

property located within the proposed addition to the district and owners of businesses operating within the proposed addition to the district in the same manner required under division (J) of this section for original contracts. The contracting parties may notify such record owners of real property and owners of businesses that the petitions are available for signing in the same manner provided by that division. The contracting parties shall equally share the costs of complying with this division.

- (4) The contracting parties to a joint economic development district may vote to approve an amendment to the district contract under this division after the public hearings required under division (L)(2) of this section are completed and, if the amendment adds an area or areas to the district, the petitions required under division (L)(3) of this section have been signed by the majority of record owners of real property located within the area or areas added to the district and by a majority of the owners of businesses, if any, operating within the proposed addition to the district.
- (5) Not later than ten days after all of the contracting parties have adopted ordinances or resolutions approving an amendment adding one or more areas to the district, each contracting party shall give notice of the addition to all of the following:
 - (a) Each record owner of real property to be included in the addition to the district and in the territory of that contracting party who did not sign the petitions described in division (L)(3) of this section;
 - (b) An owner of each business operating within the addition to the district and in the territory of that contracting party no owner of which signed the petitions described in division (L)(3) of this section.
The contracting parties shall equally share the costs of complying with division (L)(5) of this section.

- (M) (1) A board of township trustees that is a party to a contract creating a joint economic development district may choose not to 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 this section, the resolution has been approved by a majority vote of the members of the board of township trustees;
 - (b) The contracting parties have circulated petitions as required under division (J) of this section and obtained the signatures required under division (L) of this section;

- (c) The territory to be included in the proposed district is zoned in a manner appropriate to the function of the district.
- (2) If the board of township trustees has not invoked its authority under division (M)(I) of this section, the board, at least ninety days before the date of the election, shall file its resolution approving the district contract with the board of elections for submission to the electors of the township for approval at the next succeeding general, primary, or special election.
- (3) Any contract creating a district in which a board of township trustees is a party shall provide that the contract is not effective before the thirty-first day after its approval, including approval by the electors of the township if required by this section.
- (4) If the board of township trustees invokes its authority under division (M)(I) of this section and does not submit the district contract to the electors for approval, 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 approving the district contract. 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 certification of the resolution.
- (N) The ballot respecting a resolution to create a district or a referendum of such a resolution shall be in the following form:
- "Shall the resolution of the board of township trustees approving the contract with.....
(here insert name of every other 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 the election or thereafter in accordance with terms of the

contract.

- (O) Upon the creation of a district under this section, one of the contracting parties shall file a copy of each of the following documents with the director of development services:
- (1) All of the documents described in divisions (I)(l)(a) to (c) of this section;
 - (2) Certified copies of the ordinances and resolutions of the contracting parties relating to the contract and district;
 - (3) Documentation from each contracting party that the public hearings required by division (I) of this section have been held, the date of the hearings, and evidence that notice of the hearings was published as required by that division;
 - (4) A copy of the signed petitions required under divisions (J) and (K) of this section.

(P) A board of directors shall govern each district created under this section.

- (1) If there are businesses operating and persons employed within 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 operating within the district;
 - (d) One member representing the persons employed 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 (P)(l)(a) to (d) of this section.

The members of the board shall be appointed as provided in the district contract. Of the members initially appointed to the board, the member described in division (P)(l)(a) of this section shall serve a term of one year; the member described in division (P)(l)(b) of this section shall serve a term of two years; the member described in division (P)(l)(c) of this section shall serve a term of three years; and the members described in divisions (P)(l)(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 (P)(l)(e) of this section shall serve as

chairperson of the board described under division (P)(l) of this section.

- (2) If there are no businesses operating or persons employed within 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 (P)(2)(a) and (b) of this section.

The members of the board shall be appointed as provided in the district contract. Of the members initially appointed to the board, the member described in division (P)(2)(a) of this section shall serve a term of one year; the member described in division (P)(2)(b) of this section shall serve a term of two years; and the member described in division (P)(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 (P)(2)(c) of this section shall serve as chairperson of a board described under division (P)(2) of this section.

- (3) A board described under division (P)(l) or (2) of this section has no powers except as described in this section and in the contract creating the district.
- (4) Membership on the board of directors of a joint economic development district created under this section is not the holding of a public office or employment within the meaning of any section of the Revised Code 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 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.
- (5) 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.

- (Q) (1) On or before the date occurring six months after the effective date of the district contract, an owner of a business operating within the district may, on behalf of the business and its employees, file a complaint with the court of common pleas of the county in which the majority of the territory of the district is located requesting exemption from any income tax imposed by the board of directors of the district under division (F)(5) of this section if all of the following apply:
- (a) The business operated within an unincorporated area of the district before the effective date of the district contract;
 - (b) No owner of the business signed a petition described in division (J) of this section;
 - (c) Neither the business nor its employees has derived or will derive any material benefit from the new, expanded, or additional services, facilities, or improvements described in the economic development plan for the district, or the material benefit that has, or will be, derived is negligible in comparison to the income tax revenue generated from the net profits of the business and the income of employees of the business.
- The legislative authority of each contracting party shall be made a party to the proceedings and the business owner filing the complaint shall serve notice of the complaint by certified mail to each such contracting party. The court shall not accept any complaint filed more than six months after the effective date of the district contract.
- (2) Any or all of the contracting parties may submit a written answer to the complaint submitted under division (Q)(1) of this section to the court within thirty days after notice of the complaint was served upon them. Such a contracting party shall submit to the court, along with the answer, documentation sufficient to prove that the contracting party sent copies of the answer to the owner of the business who filed the complaint.
- (3) The court shall review each complaint submitted by a business owner under division (O) (1) of this section and each answer submitted by a contracting party under division (Q)(2) of this section. The court may make a determination on the record and the evidence thus submitted, or it may conduct a hearing and request the presence of the business owner and the contracting parties to present evidence relevant to the complaint. The court shall make a determination on the complaint not sooner than thirty days but not later than sixty days after the complaint is filed by the business owner. The court may make a determination more than sixty days after the complaint is filed if the business owner and all contracting parties to the district consent.
- (4) The court shall grant the exemption requested in the complaint if all of the criteria

described in divisions (Q)(l)(a) to (c) of this section are met.

- (5) If all the criteria described in divisions (Q)(l)(a) to (c) of this section are not met, the court shall deny the complaint and the exemption.
 - (6) The court shall send notice of the determination with respect to the complaint to the owner of the business and each contracting party. If the court grants the exemption, the net profits of the business from operations within the district and the income of its employees from employment within the district are exempt from any income tax imposed by the board of directors of the district. If the court denies the exemption, the net profits of the business and the income of its employees shall be taxed according to the terms of the district contract and any taxes, penalties, and interest accrued before the date of the court's determination shall be paid in full. In addition, no owner of the business may submit another complaint under division (Q)(l) of this section for the same district contract. The court's determination on a complaint filed under division (Q) of this section is final.
 - (7) Chapter 2506. of the Revised Code does not apply to the proceedings described in division (Q) of this section.
- (R)
- (1) No 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 may be commenced at any time between the effective date of the contract creating the district and the date the contract expires, terminates, or is otherwise rendered unenforceable. This division does not apply if each board of township trustees whose territory is included within the district 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.
 - (2) The contract creating a joint economic development district may prohibit any annexation proceeding by a contracting municipal corporation of any unincorporated territory within the district or zone beyond the period described in division (R)(l) of this section.
 - (3) No contracting party is divested or relieved of its rights or obligations under the contract creating a joint economic development district because of annexation, merger, or consolidation.
- (S)
- Contracting parties may enter into agreements pursuant to the contract creating a joint economic development district 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 from the procedures of land use regulation applicable pursuant to municipal corporation, township, and county regulations, including, but not limited to, zoning procedures.

- (T) The powers granted under this section are in addition to and not in the derogation of all other powers possessed by or granted to municipal corporations, townships, and counties pursuant to law.
 - (1) When exercising a power or performing a function or duty under a contract entered into under this section, a municipal corporation may exercise all the powers of a municipal corporation, and may perform all the functions and duties of a municipal corporation, within the district, pursuant to and to the extent consistent with the contract.
 - (2) When exercising a power or performing a function or duty under a contract entered into under division (D) of this section, a county may exercise all of the powers of a county, and may perform all the functions and duties of a county, within the district pursuant to and to the extent consistent with the contract.
 - (3) When exercising a power or performing a function or duty under a contract entered into under this section, a township may exercise all the powers of a township, and may perform all the functions and duties of a township, within the district, pursuant to and to the extent consistent with the contract.
- (U) 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 without the consent of all 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 this section.

Cite as R.C. § 715.72

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