

JOINT ECONOMIC DEVELOPMENT DISTRICT AGREEMENT

BY AND BETWEEN

THE VILLAGE OF BURTON,

AND

BURTON TOWNSHIP, OHIO

GEAUGA COUNTY, OHIO

Dated as of _____, 2020

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JOINT ECONOMIC DEVELOPMENT DISTRICT AGREEMENT

This Joint Economic Development District Agreement made pursuant to Ohio Revised Code 715.72 (the “Agreement”) dated as of _____, 2020, is entered into by and between the Village of Burton, Ohio (the “Village”), a municipal corporation and political subdivision organized and existing pursuant to the Ohio Constitution and the laws of the State of Ohio, and Burton Township, Ohio (the “Township”), a township and political subdivision organized and existing under the laws of the State of Ohio. (Capitalized terms and words used, but not otherwise defined in this Agreement shall have the meanings assigned to them in Article I.)

WITNESSETH:

WHEREAS, the Village and the Township are each located in Geauga County, Ohio; and

WHEREAS, Ohio Revised Code Section 715.72 authorizes one or more municipal corporations and a township to enter into a joint economic development district agreement; and

WHEREAS, the Township and the Village hereby create the Burton Village/Burton Township Joint Economic Development District (the “District”) pursuant to Ohio Revised Code Section 715.72, to facilitate economic development to create or preserve jobs and employment opportunities, to improve the economic welfare of the people in the State of Ohio (the “State”) and in the area of the Contracting Parties, and to create and provide for the operation of the District in accordance with Ohio Revised Code Section 715.72 for their mutual benefit and for the benefit of their residents and of the State; and

WHEREAS, the territory to be included in the District is comprised of the lands consisting of the parcels depicted on the map attached as Exhibit “A” and more particularly described in Exhibit “B”, both of which Exhibits are attached to the agreement and incorporated herein by this reference; and

WHEREAS, the territory to be included in the District is zoned in a manner appropriate to the function of the District; and

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

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

ARTICLE I
DEFINITIONS

1.1 Definitions. In addition to any words and terms defined elsewhere in this Agreement, the following capitalized words and terms shall have the following meanings:

“Agreement” means this Joint Economic Development District Agreement by and between the Village and the Township.

“Board” shall mean the board of directors established in accordance with Revised Code Section 715.72 and this Agreement.

“Board Improvement Account” means the account referenced in Article 4 hereof.

“Business” or “Businesses” includes each commercial, industrial, professional, educational, governmental, health and medical, service-oriented, charitable entity, or any other entity wherein there are persons employed, that has established or will establish a temporary or permanent location in the District.

“Village” means the Village of Burton, Ohio.

“District” means the Burton Village/Burton Township Joint Economic Development District created pursuant to Ohio Revised Code Section 715.72 and this Agreement and includes all the real property described and depicted on Exhibits “A” and “B” to this Agreement.

“Gross Revenues” means the proceeds of the JEDD Income Tax, less refunds.

“JEDD” means a Joint Economic Development District created pursuant to Ohio Revised Code Section 715.72.

“JEDD Fund” means the fund account that the receipts of the JEDD Income Tax shall be deposited to and from where the disbursements shall be made.

“JEDD Income” means (i) the income earned by persons employed by a Business and (ii) the net profits, if any, of a Business.

“JEDD Income Tax” means the tax on JEDD Income levied by the Board in accordance with the provisions of this Agreement.

“JEDD Income Tax Agreement” means that agreement to be entered into by and between the Board and the Village providing for the Village to (i) assist the Board with the drafting of rules and regulations for the administration, collection and enforcement of the JEDD Income Tax, (ii) collect and distribute the proceeds of the JEDD Income Tax in accordance with the provisions of this Agreement and (iii) act as the fiscal agent of the JEDD and the Board.

“Net Revenues” means Gross Revenues less the amounts paid under Section 4.2.1. hereof.

“Parties” means the Village and Township only.

“Quarters” means the standard calendar quarters (January-March, April-June, July-September, October-December) of each calendar year.

“State” means the State of Ohio.

“School District” shall mean the Board of Education of the Berkshire Local School District, Geauga County, Ohio.

“School Property” means the area of the District utilized by the School District for educational and administrative purposes.

“Township” means Burton Township (Gauga County), Ohio.

1.2 Interpretations. Any reference herein to the Village, the Township or the Board or to any officer or employee of the Village, the Township or the Board, includes the entities, officers or employees succeeding to their respective functions, duties and responsibilities pursuant to or by operation of law, or the entities, officers or employees lawfully performing their respective functions, duties or responsibilities.

Any reference to a section or provision of the Constitution of the State, a section, provision or chapter of the Ohio Revised Code, a resolution or ordinance of the Village, a resolution of the Township or any statute of the United States of America, includes that section, provision, chapter, ordinance, resolution or statute as amended, modified, revised, supplemented or superseded from time to time; provided, however, that no amendment, modification, revision, supplement or superseding section, provision, chapter, ordinance, resolution or statute shall be applicable to this Agreement solely by reason of this Section 1.2 if such amendment, modification, revision, supplement or superseding section, provision, chapter, ordinance, resolution or statute constitutes an impairment of the rights or obligations of the Village, the Township or the Board under this Agreement.

Unless the context clearly indicates otherwise, words importing singular number include the plural number and vice versa. The terms “hereof”, “hereby”, “herein”, “hereto”, “hereunder” and similar terms refer to this Agreement. The term “hereafter” means after, and the term “heretofore” means before, the date of this Agreement. Words of any gender include the correlative word of the other genders unless the context clearly indicates otherwise.

1.3 Captions and Headings. The captions and headings in this Agreement are solely for convenience of references and do not define, limit or describe the scope or intent of any Articles, Sections, subsections, paragraphs, subparagraphs or clauses herein.

ARTICLE II

JOINT ECONOMIC DEVELOPMENT DISTRICT

2.1 Creation, Name and Territory. The Village and the Township, by their combined action evidenced by the signing of this Agreement, hereby create a Joint Economic Development District (“JEDD”) in accordance with the terms and provisions of this Agreement. The JEDD created pursuant to this Agreement shall be known as the “Burton Village/Burton Township Joint Economic Development District”. The Board of the District may change the name of the District by resolution of the Board.

The territorial boundaries of the District are described in Exhibit “A” and more particularly described in Exhibit “B” attached to and made part of this Agreement. This Agreement incorporates

and includes all exhibits attached hereto. The District is located entirely within Geauga County (the “County”) and does not include any “parcel of land” that is owned in fee by or is leased to a municipal corporation or township, except land owned by a contracting party. Furthermore, no electors reside within the area or areas comprising the District.

2.2 Contracting Parties. The contracting parties to this Agreement are the Village of Burton, a municipal corporation existing and operating under the laws of the State, and Burton Township, a township existing and operating under the laws of the State, and their respective successors in all or in part.

2.3 Purpose. The Village and the Township intend to create and operate the District for the purpose of facilitating economic development, creating or preserving jobs and employment opportunities and improving the economic welfare of the people in the State, the Village, the Township and the District.

2.4 Addition of Areas to the District. In the manner prescribed by the Ohio Revised Code, this Agreement, including Exhibits “A” and “B” hereto, may be amended from time to time to add certain property within the Township to the territory of the District at the discretion of and pursuant to a resolution adopted by a majority vote of the Township Board of Trustees and a resolution of the Village consenting to the addition of such property. In the manner prescribed by the Ohio Revised Code, this Agreement, including Exhibits “A” and “B” hereto, may also be amended from time to time to remove property from the territory of the District. The Township and the Village, individually and collectively, agree that other areas may be added to the District (or other Joint Economic Development Districts be created for such areas) in the future as set forth above. Upon passage of a Resolution or Ordinance by the Township and Village, in addition to all other legal requirements, each of the Contracting Parties agrees to cooperate with the other to amend this Agreement to add areas to or remove areas from the District.

2.5 Contributions. In accordance with Section 715.72 of the Revised Code, the Village and the Township each agree to contribute to the development and operation of the District to the extent described in this Section.

2.5.1. Fire Protection and EMS Services. The Village and Township shall retain all mutual aid agreements in place on the date of this agreement, if any, until expiry of the same. The Township will provide Fire and EMS service within District in the same manner as the remainder of the Township.

2.5.2. Road Construction and Maintenance. The Township shall continue to provide construction and maintenance services for Township roadways currently in existence and located within the District. The Township agrees to maintain new Township roadways constructed within the District after construction of the same, and approval of acceptance of the same, by the Township.

2.5.3 Sanitary Sewer and Water Service.

(a) Sanitary Sewer Service. The Village shall provide sanitary sewer service to the School Property located within the District. The School District shall pay the

Village a tap-in fee for sanitary sewer service as follows: the total sewer tap-in fees shall be determined based on average actual daily usage of sanitary sewer service at the School Property measured over the two-year period commencing on the first day of the academic year following the date the School District takes occupancy of the school facility. The sanitary sewer tap in fee shall be calculated by multiplying the average gallons per day used by \$33.22 plus \$785.54. The sanitary sewer tap in fee may also be impacted by the actual concentrations of sanitary waste which will be determined by sampling during the two-year period. If the actual concentrations of sanitary waste fall outside of normal ranges, the tap in fee will be adjusted to reflect additional costs to be incurred by the Village to treat such sanitary waste or, alternatively, the School District will install pretreatment equipment.

(b) **Potable Water Services.** The Village shall provide potable water service to the School Property located within the District. The School District shall pay the Village a tap-in fee for water service as follows: the total water tap-in fees shall be determined based on average actual daily usage of water service at the School Property measured over the two-year period commencing on the first day of the academic year following the date the School District takes occupancy of the school facility. The water tap in fee shall be calculated by multiplying the average gallons per day used by \$4.38 plus \$2,350.32.

An initial payment of One Hundred Thousand Dollars (\$100,000.00) has been made by the School District to the Village with respect to the tap-in fee. The balance of the tap-in fees owed, if any, shall be contingent upon the School District realizing an incremental increase in the real property tax revenues received by the School District which are attributable to certain property presently owned by Deborah D. Demko, Trustee and Paul D. Demko, Jr., Trustee located at 13483 Kinsman Road, Burton Township, Ohio 44021 and more particularly described as Geauga County Permanent Parcel Numbers 04-150926, 04-150928 and 04-034300 (the "Demko Property"). Such balance, if any, shall be paid to the Village in annual installments, the amount of each installment being the lesser of (i) an amount equal to the incremental increase in real property tax attributable to the Demko Property received by the School District in the given year; or (ii) the balance of the tap-in fees. In the event the tap-in fees are less than the initial payment, the Village shall refund the difference to the School District.

The School District shall design the extension of sewer and water service in accordance with Village and County ordinances, rules and regulations and the design requirements of the Village Engineer, and shall provide for looping of the water line for safety and service needs. The School District shall pay the water and sewer rates established and amended from time to time by the Board of Public Affairs of the Village for property located within the Village limits.

In the event property is added to the District pursuant to Section 2.4 hereof, the tap-in fees and terms of service for the additional property shall be established by an amendment to this Agreement.

The Village and Township shall prepare, or cause to be prepared, all documents of the Village and the Township relating to the formation of the District, including but not limited to, this Agreement,

notices, forms of Village, Township, County and District legislation and election proceeding, if any. Any costs incurred and paid prior to the formation of the District by the Village and Township in preparing such documents or otherwise incurred by the Village and Township in assisting in the establishment of the District shall be paid by Village and Township without direct reimbursement from the revenues of the District income tax. After the formation of the District, any costs incurred in the future and paid by the Village and Township in connection with preparation of documents or in identifying property owners and businesses to be added to the District, describing the District boundaries and obtaining signatures on petitions for addition of properties or businesses to the District, shall be reimbursed to the Village and Township from those revenues of the District as set forth in Article IV hereof.

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

Neither party shall be obligated to provide any particular service, level of service, or financial commitment to the District, except as specifically stated above.

ARTICLE III **THE BOARD**

3.1 Board of Directors. A Board of Directors is hereby established to govern the District. If there are Businesses located and persons working within the area included in the District, the Board shall be composed of the following members:

- (a) One member representing the Village, to be appointed by the Mayor with the approval of the Village Council;
- (b) One member representing the Township, to be appointed by the Township Trustees;
- (c) One member representing the owners/operators of Businesses located in the District, of any, to be appointed by the Township Trustees;
- (d) One member representing the persons working within the District, to be appointed by the Village; and
- (e) One member to be selected by a majority of the above-described other members which member shall serve as Chair.

After service of an initial term, terms for each member shall be for four years. A member may be reappointed to the Board, but no member shall serve more than two consecutive terms on the Board.

If there are no Businesses located or persons working within the District, the Board shall be composed of the members set forth in (a), (b), and (e) above. If the Board is originally composed of

the members set forth in (a), (b), and (e) above and, subsequently, one or more businesses are located or persons begin working in the District, the Board shall be increased to five (5) members by the appointment of the members as set forth in (c), and (d) above, in accordance with the procedure for such appointment as set forth above.

When there is a vacancy on the Board, the Board shall notify the appointing party in writing of the vacancy and the appointing party shall have a period of sixty (60) days from the date of the notice to fill the vacancy. If the vacancy is not filled by the appointing party within the sixty (60) day timeframe, the Board shall make such appointment.

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

The Board shall elect the following officers (who shall constitute the Officers of the Board) from among its members: a Vice-Chair, a Secretary and a Treasurer. The offices of Secretary and Treasurer may be combined into a single office. These officers shall be elected on a rotating basis, with one officer appointed by each party to this Agreement holding office at any given time. 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 subsequent 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.

3.3 Powers, Duties, Functions. The Board shall meet at least once each calendar year on a date determined by the Board. The Board is a public body for the purposes of Ohio Revised Code 121.22 and shall adopt procedures for holding and conducting regular and special meetings consistent with Ohio Revised Code 121.22. Meetings may be held at the offices of the Village or the Township or at other locations within Geauga County as determined by the Board. The principal office and mailing address of the District and the Board shall be determined by the Board at its first meeting and may be changed by the Board from time to time. The Board may maintain an office within the District. A minimum of a majority of the 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 the members present and constituting a quorum of the Board to be adopted. A resolution adopted by the Board shall be immediately effective unless otherwise provided in that resolution or by the Ohio Revised Code Section 715.72.

The Board shall adopt By-Laws for the regulation of its affairs and the conduct of its business consistent with this Agreement and any applicable laws and regulations. The By-Laws may be amended or supplemented from time to time by the Board.

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. The Chair or a majority of the members of the Board may call for a special meeting of the Board and shall comply with any requirements under the law for setting, notifying, and holding special meetings. If the Chair or majority of the Board calls a special meeting, the Chair or Board shall give at least 24-hour written notice of such meeting to each member

delivered to his or her residence or place of business. 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, or providing for the maintenance of, accurate accounts of all receipts and expenditures. The Board may provide in the JEDD Income Tax Agreement (as defined in Article IV hereof) that the Fiscal Officer of the Village shall assist the Treasurer with the duties of that office.

The Board shall designate by resolution, or in its by-laws, those Officers who may sign documents on behalf of the Board.

A member who is absent without being excused from three consecutive meetings shall be deemed to have resigned as a member of the Board. In the event of the death, disqualification, removal or resignation of any member of the Board, a new member shall be appointed in the same manner as set forth above to serve as successor for the unexpired term of such member. A member of the Board may be removed by the appointing party for "cause", which shall mean: willfully failing to perform a duty expressly imposed by this Agreement or by law with respect to his or her office; willfully performing any act forbidden by law with respect to his or her office; failing to achieve the faithful, efficient and intelligent administration of his or her duties of office as required by this Agreement or by law; engaging in conduct unbecoming to such office. Removal shall be effective upon receipt of written notice of removal from the Board and the reasons for the Board member being removed. In the event of such removal, the appointing entity may not re-appoint the same person who has been so removed.

The Board shall adopt an annual budget for the District. The budget shall estimate the revenues of the District and expenses of the operation of the District. The Board shall establish an appropriations procedure to provide for payment of the operating expenses of the District and the distribution of income tax revenues in accordance with Article IV hereof. The Board shall provide a copy of the annual budget to the Contracting Parties promptly after its adoption.

The Board is authorized to take such necessary and appropriate actions, or establish such programs, to facilitate economic development in the District in accordance with the purpose of this Agreement.

The Board, on behalf of the District, may:

(a) purchase, receive, hold, lease or otherwise acquire, and sell, convey, transfer, lease, sublease or otherwise dispose of, real and personal property, together with such rights and privileges as may be incidental and appurtenant thereto and the use thereof, including but not limited to, any real or personal property acquired by the District from time to time in the satisfaction of debts or enforcement of obligations, or otherwise;

(b) acquire, purchase, construct, reconstruct, enlarge, furnish, equip, maintain, repair, sell, exchange, lease or rent to others, lease or rent from others, or operate facilities for the District;

(c) make available the use or services of any District facility to one or more persons, one or more governmental agencies, or any combination thereof;

(d) establish and maintain such funds or accounts as it deems necessary, either of its own or in conjunction with or through the Village or the Township;

(e) promote, advertise and publicize the District and its facilities, provide information relating to the District and promote the interests and economic development of the District, the Village, the Township and the State;

(f) make and enter into all Agreements and authorize one or more members to sign all instruments necessary or incidental to the performance of its duties and the execution of its powers under this Agreement;

(g) employ managers and other employees and retain or make an agreement with consulting engineers, financial consultants, accounting experts, architects, attorneys and such other consultants and independent Contractors as are necessary in its judgment to carry out the purposes of this Agreement, and fix the compensation thereof which shall be payable from any available funds of the District.

(h) receive and accept from any federal agency, state agency or other person grants for or in aid of the construction, maintenance or operation of any District facility, for research and development with respect to District facilities 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 filed, used and applied only for the purposes for which such grants, aid or contributions are made, and

(i) purchase fire and extended coverage and liability insurance for any District facility and for the office of the District, insurance protecting the District and its Board, Officers and employees against liability for damage to property or injury to or death of persons arising from its operations and any other insurance that the Board may determine to be reasonably necessary.

This Agreement grants to the Board the power and authority to adopt a resolution to levy an income tax within the District in accordance with Section 715.72 of the Revised Code and Article IV hereof.

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

ARTICLE IV
JEDD INCOME TAX

4.1 JEDD Income Tax Agreement. The Board at its first meeting shall adopt a resolution to levy an income tax at a rate of one percent (1%) in the District in accordance with Section 715.72 of the Revised Code based on the income of persons working within the District and on the net profits of Businesses located within the District (JEDD Income). Such income tax shall be levied and collected by the Village, in accordance with the Village's income tax code. The income tax shall go into effect immediately upon adoption of that resolution. In the event that the Village increases its income tax rate in the future above one percent (1%), then the rate of the income tax levied within the JEDD may be increased to equal to the highest rate levied by the Village upon agreement by the Village and Township, or such lesser rate as the parties may agree. However, said income tax rate shall never decrease below said rate of one percent (1%). The revenues of that income tax shall be used for the purposes of the District and the Contracting Parties pursuant to this Agreement.

The Board shall adopt by resolution, except for the provisions of the Village's income tax legislation regarding the allocation of funds raised by the levy of the income tax, all of the provisions of the Village's income tax legislation, as it may be amended from time to time, as applicable to the District income tax. The income tax levied by the Board pursuant to this Agreement shall apply in the entire District throughout the term of this Agreement, notwithstanding that all or a portion of the District becomes subject to annexation, merger or incorporation. In any event, the Village shall not grant any credits, abatements or reductions in the income tax to be levied and collected within the District, nor is it permitted to change the income tax code in any way, whether by voluntary act or as a result of the amendment of state law, which in any way interferes with or reduces the income tax revenues to be collected under this Agreement and paid to the Township. The Township shall be entitled to continue to receive for the duration of this Agreement, all tax revenue in the same manner and in the same amount provided herein as though no such credit, abatement or reduction have been implemented.

In accordance with Section 715.72 of the Revised Code, the Board shall enter into an agreement with the Village to administer, collect and enforce the income tax on behalf of the District (the "JEDD Income Tax Agreement"). The JEDD Income Tax Agreement shall provide that the Fiscal Officer of the Village shall be the Administrator of the income tax of the District (the "Administrator"), who shall be responsible for the receipt, safekeeping and investment of the income tax revenues collected within the District. The JEDD Income Tax Agreement shall provide that such services are provided at no cost to the District.

Such Administrator and his/her staff shall provide necessary accounting, bookkeeping, purchasing and income tax collection enforcement and administration services. Further, the Administrator is authorized to open accounts with banking institutions and/or governmental institutions, to sign checks on such accounts and to prepare and file any and all reports, returns and other filings with banking institutions and/or governmental institutions necessary and proper to carry out the Administrator's duties, the purposes of this Board and this Agreement.

The Village shall establish the JEDD Fund into which the Administrator shall deposit the Gross Revenue. The Administrator shall deposit the Gross Revenue into the JEDD Fund no later than five (5) business days (or if any such date is not a business day, on the immediately succeeding business day), after the end of each Quarter.

4.2 Disbursements. Within thirty (30) days after the end of each Quarter, the Administrator shall, without the need for further action of the Board or Treasurer of the Board, perform the following duties and functions:

4.2.1. From the Gross Revenue:

(a) Pay to the Village an amount sufficient to reimburse it for its actual costs to levy and collect the income tax pursuant to the Income Tax Agreement provided for in Section 4.1 hereof, not to exceed a sum equal to 3% of the gross revenue.

(b) Thereafter, repay the Contracting Parties the costs permissible to be paid under this Agreement, if any, until paid in full; and

(c) Thereafter, pay the JEDD Board an amount sufficient to pay the outstanding or expected expenses of the operations of the District for that quarter in accordance with the budget and appropriations resolution (as amended from time to time) of the Board, and for the long term maintenance of the District, in an amount not to exceed two percent (2%) of the Gross Revenue.

4.2.2. From the Net Revenue:

(a) Pay seventy percent (70%) to the Village.

(b) Pay thirty percent (30%) to Township.

The Village shall provide an accounting of the receipts and disbursements of the proceeds of the JEDD Income Tax monthly, including, but not limited to, a summary of the amounts of JEDD Income Tax on individuals withheld by each Business. In the event that any amount due to the Board, the Village or the Township is a negative amount, then that negative amount shall be set off against the next amount paid. Subject to the approval of the Township, the Village may make these distributions on a monthly basis.

Excluding all properties, now, or in the future, located within the municipal boundaries of the Village, the Village shall not grant any credits, abatements or reductions in the income tax to be levied and collected within the District, nor is it permitted to change the income tax code in any way, which in any way interferes with or reduces the income tax revenues to be collected under this Agreement and paid to Township. For properties not located within the municipal boundaries of the Village, the Township shall be entitled to continue to receive for the duration of this Agreement, all tax revenues in the same manner and in the same amount provided herein as though no such event credit, abatement or reduction had been granted.

4.3 Provisions. The income tax revenues may be used by the District, the Township, and the Village to encourage and promote economic development in the District and/or in the Township

and/or in the Village, including, but not limited to, maintaining and improving the infrastructure facilities of the District and the Contracting Parties (including paying debt charges related thereto), providing safety and health services within the District and within the Contracting Parties, providing urban and economic development planning, engineering, counseling, consulting, marketing and financing services for the District and the Contracting Parties, including attorney's fees, and generally improving the environment for those working in the District and in the Contracting Parties, and for all other purposes of the Parties as permitted by law.

ARTICLE V
TERM OF AGREEMENT

The initial term of this Agreement shall commence on the first day immediately after the occurrence of all of the following: (i) the Village and the Township have lawfully executed this Agreement, (ii) the expiration of any statutory period permitting a referendum of the Village's resolution or of the Township's resolution authorizing the execution and delivery of this Agreement, and (iii) the adoption of a resolution of the Board of County Commissioners of Geauga County approving the creation of the District, provided, however, that the effective date of this Agreement shall not thereafter commence until all parcels located in said District are zoned or rezoned in a manner appropriate to the function of the District, as may be determined necessary at the discretion of the Township, or the Township has submitted the Agreement to a vote of the electorate of the Township under R.C. 715.72 as may be determined necessary at the discretion of the Township. In either event, the effective date of this Agreement shall be delayed until completion of either said event.

This Agreement may be terminated at any time by mutual consent of the Village and the Township as authorized by their respective legislative authorities as provided herein. In order for such termination to be effective, the legislative actions of the parties that terminate this Agreement must occur and be effective within a period of ninety (90) days of each other.

Notwithstanding Article VI hereof, this Agreement may also be terminated by the Village or Township if it is determined at any time, for any reason, that the income tax provided for in Article IV hereof is not legal or valid or that the District, for any reason, may not levy, collect or distribute that income tax in accordance with this Agreement. Additionally, this Agreement may be terminated by the Township in the event that the prohibitions on annexation as set forth in Section 6.6 hereof are not complied with by the Village or are held to unenforceable, illegal or invalid. Further, the Agreement can be terminated by the Township in the event that the Village grants any credits, abatements, or reductions to the income tax to be levied and collected within the District, or a change is made to its income tax code, which in anyway interferes with or reduces the income tax revenues anticipated to be collected under this Agreement. The Village or Township determination to so terminate this Agreement shall be evidenced by a written notice of such termination from the Mayor of the Village or Resolution from a majority of the Board of Township Trustees. The termination shall occur on the date set forth in that notice. If this Agreement is terminated upon the exercise of this option, neither the Village nor the Township shall have any further obligation under this Agreement.

Upon termination of this Agreement, any property or assets of the District shall be divided equally between the Village and the Township, provided that the District shall first use any property or assets to reduce or settle any obligations of the District. Upon termination, any records or documents of the District shall be placed with the Township for safekeeping, which records and documents shall be maintained by the Township as are public records of the Township.

This Agreement shall continue in existence throughout its terms and shall be binding on the Contracting Parties and on any entities succeeding such parties, whether by annexation, merger, or otherwise. In the event that any portion of the territory of the District shall be included within a municipal corporation other than the Village by annexation, merger or otherwise, the Village and the Township may, but are not required to, amend this Agreement to include that municipal corporation as a party to this Agreement in addition to the Township. The portion of the territory of the District that is included within a municipal corporation by annexation, merger or otherwise after the date of this Agreement shall continue to be a part of the District and subject to the terms of this Agreement and to the income tax provided for in Article IV hereof. In the event that any portion of the territory of the Township that is within the territorial boundaries of the District becomes the subject of an annexation or merger into a municipal corporation or an incorporation as a municipal corporation, the Trustees of the Township and the Village, shall use their best efforts, including but not limited to legal action, to oppose and prevent such annexation, merger or incorporation.

ARTICLE VI

MISCELLANEOUS

6.1 Fiscal Year. The fiscal year of the District shall commence on January 1 of each calendar year and shall terminate on December 31st of the same calendar year.

6.2 Reports and Records. The Board shall, at its initial meeting, notify the Auditor of the State of Ohio of the creation of the District and the Board. Within ninety (90) days prior to the commencement of each fiscal year of the District, the Board shall prepare or cause to be prepared and distributed to the Village and the Township a budget for that fiscal year, stating anticipated revenues and expenditures of the District. All books, records, documents, and financial information of the District shall, upon request, be made available to the Village and the Township and their agents for review and/or audit. The Board and the District shall fully cooperate with the Village and the Township in fulfilling such a request.

6.3 Entire Agreement, Amendments. This Agreement is the entire agreement of the Parties and merges and supersedes all prior discussions, agreements and undertakings of any kind between the Parties with respect to the subject matter of this Agreement, or any particular provision contained therein. In addition to the amendments provided for in Section 2.4 hereof, this Agreement may be amended only by the Village and the Township, and only in writing approved by the legislative authorities of each party by appropriate legislation authorizing that amendment. In order for such amendment to be effective, the legislative actions of the Parties that amend this Agreement must occur and be effective within a period of ninety (90) days of each other. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning and not strictly for

or against any of the parties. This Agreement represents a negotiated agreement in which the parties all participated in its drafting, and as such it is not to be construed against or for any individual party.

6.4 Periodic Review. On or about the tenth (10th) anniversary of the Effective Date, and each tenth (10th) anniversary during the term of this Agreement, the Village and the Township shall hold a joint meeting, on a date and time and a place to be mutually agreed upon, for the purpose of discussing any amendments to this Agreement which may facilitate accomplishing the purposes of this Agreement more efficiently and effectively. The parties may cancel any such meeting if the Village and the Township pass appropriate legislation agreeing to such cancellation at least thirty (30) days immediately preceding the applicable tenth (10th) anniversary of the Effective Date.

6.5 Support of Agreement; Signing of Other Documents. The Village and the Township 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. The Parties agree to cooperate with one another and to use their best efforts in the implementation of this Agreement and to sign or cause to be signed, in a timely fashion, all other necessary instruments and documents, and to take such other actions, in order to effectuate the purposes of this Agreement.

6.6 Annexation, Conforming Boundaries, Property Taxes. For a period of five (5) years following the execution of this Agreement, the Village shall not permit or accept the annexation of any properties located within the Township, nor shall it seek to conform the boundaries of any property located in the Township and in the Village pursuant to R.C. 503.07, or any successor statute. After the expiration of said five (5) year period, the Village and Township agree that for a period of ten (10) years thereafter, the Village will engage in good faith negotiations with the Township to explore alternative options prior to consenting any annexation of property located within the Township. The parties acknowledge and agree that property taxes levied on the property within the District shall be distributed to the Township or other lawful recipient with no portion going to the Village, except for property located within the municipal boundaries of the Village.

6.7 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the District, the Village, the Township and their respective permitted successors, subject, however, to the specific provisions hereof. This Agreement shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence. This Agreement is for the exclusive benefit of the above, and nothing contained herein is intended, nor shall it, convey or create any right or privilege to or for any third party except as otherwise noted specifically herein.

6.8 Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement.

6.9 Severability. Except as provided in Article V hereof, in the event that any section, paragraph or provision of this Agreement, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason:

- (a) that illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or

part thereof, made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein,

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

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

6.10 Insurance. The Village and the Township shall each be responsible to provide public officials' liability insurance for their own respective elected officials and appointed officers and other appointees who serve the District on the Board or in any other official capacity. Providing public officials' liability insurance shall not be an authorized reimbursable administrative expense of the Board.

6.11 Notices and Payments.

(a) All notices, demands, requests, consents or approvals given, required or permitted hereunder shall be in writing and shall be deemed sufficiently given if received or if had delivered or sent by recognized overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed as follows:

If to the Village: Village of Burton
14588 W. Park Street
PO Box 408
Burton, Ohio 44021
Attention: _____

If to the Township: Burton Township
14821 Rapids Road
PO Box 355
Burton Township, Ohio 44021
Attention: _____

If to the Board: Burton Village/Burton Township Joint Economic
Development District, at the business address for the District
in the by-laws adopted by the Board

or at such other address as the recipient shall have previously notified the sender in writing as provided in this section.

(b) All payments shall be made as follows:

If to the Village: Village of Burton
14588 W. Park Street
PO Box 408
Burton, Ohio 44021
Attention: Fiscal Officer

If to the Township: Burton Township
 14821 Rapids Road
 PO Box 355
 Burton Township, Ohio 44021
 Attention: Fiscal Officer

If to the Board: Burton Village/Burton Township Joint Economic
 Development District, Attention: Chair, at the business
 address for the District in the by-laws adopted by the Board

or at such other address as the recipient shall have previously notified the sender in writing as provided in this section.

6.12 Defaults and Remedies. A failure to comply with the terms of this Agreement shall constitute a default hereunder. The party in default shall have sixty (60) days after receiving written notice from the other party of the event of default to cure that default. If the default is not cured within that time period, the non-defaulting party may sue the defaulting party for specific performance under this Agreement or for damages or both. Other than as provided in Section 6 hereof, this Agreement may not be canceled or terminated because of a default unless the Village and the Township agree to such cancellation or termination.

6.13 Other Providers. It is not the intent of this Agreement to limit or restrict the ability or jurisdiction of other governmental authorities, not a party to this Agreement, to provide services within the District or to have any other effect on such governmental authorities.

6.14 Captions and Headings. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.

6.15 Applicability of Village Resolutions. No Village ordinances, resolutions, rules and regulations, codes or other requirements of the Village shall apply to or affect properties within the JEDD, except those which are necessary to levy and collect the income tax contemplated herein, provided, however, that if the Contracting Parties jointly agree hereafter, such other said ordinances, resolutions, rules and regulations, codes or other requirements may apply within the JEDD.

*[THIS PORTION OF PAGE INTENTIONALLY
LEFT BLANK – SIGNATURE PAGE FOLLOWING]*

IN WITNESS THEREOF, BURTON TOWNSHIP AND THE VILLAGE OF BURTON
HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED
REPRESENTATIVES AS OF THE DATE HEREINBEFORE WRITTEN:

VILLAGE OF BURTON, OHIO
an Ohio municipal corporation

By: _____
Ruth V. Spanos, Mayor
Date: _____, 2020

Approved as to form:

Todd C. Hicks, Esq., Village Solicitor

BURTON TOWNSHIP, OHIO

Kenneth C. Burnett, Trustee
Date: _____, 2020

Jarred Miller, Trustee
Date: _____, 2020

Daniel Whiting, Trustee
Date: _____, 2020

Approved as to form:

James Flaiz, Prosecuting Attorney

FISCAL OFFICER'S CERTIFICATION

The undersigned Fiscal Officer of Burton Township, Geauga County, Ohio, hereby certifies that the moneys required to meet the obligations of the Township during the calendar year 2020 under the foregoing Joint Economic Development District Agreement, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

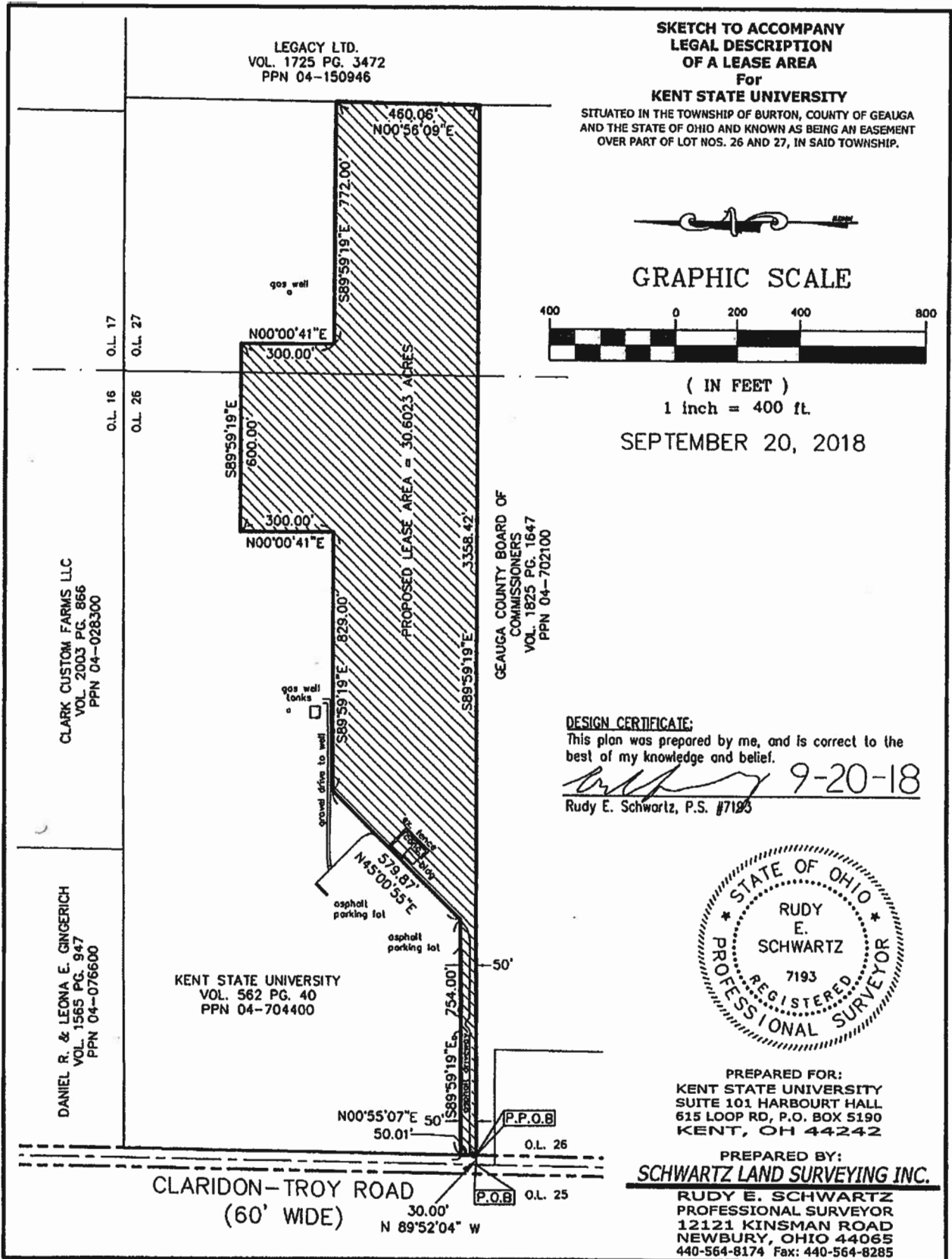
By: Shelley McDermott
Burton Township Fiscal Officer

FISCAL OFFICER'S CERTIFICATION

The undersigned Fiscal Officer of the Village of Burton, Geauga County, Ohio hereby certifies that the moneys required to meet the obligations of the Village, during the calendar year 2020 under the foregoing Joint Economic Development District Agreement, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the Village or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

By: Jennell Dahlhausen
Burton Village Fiscal Officer

EXHIBIT A - MAP

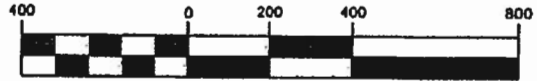


**SKETCH TO ACCOMPANY
LEGAL DESCRIPTION
OF A LEASE AREA
For
KENT STATE UNIVERSITY**

SITUATED IN THE TOWNSHIP OF BURTON, COUNTY OF GEauga
AND THE STATE OF OHIO AND KNOWN AS BEING AN EASEMENT
OVER PART OF LOT NOS. 26 AND 27, IN SAID TOWNSHIP.



GRAPHIC SCALE



(IN FEET)

1 inch = 400 ft.

SEPTEMBER 20, 2018

GEAUGA COUNTY BOARD OF
COMMISSIONERS
VOL. 1825 PG. 1647
PPN 04-702100

DESIGN CERTIFICATE:

This plan was prepared by me, and is correct to the
best of my knowledge and belief.

Rudy E. Schwartz 9-20-18
Rudy E. Schwartz, P.S. #7193



PREPARED FOR:
KENT STATE UNIVERSITY
SUITE 101 HARBOUR HALL
615 LOOP RD, P.O. BOX 5190
KENT, OH 44242

PREPARED BY:
SCHWARTZ LAND SURVEYING INC.

RUDY E. SCHWARTZ
PROFESSIONAL SURVEYOR
12121 KINSMAN ROAD
NEWBURY, OHIO 44065
440-564-8174 Fax: 440-564-8285

EXHIBIT B - LEGAL DESCRIPTION

LEGAL DESCRIPTION OF 30.6023 ACRE SCHOOL PROPERTY

Situated in the Township of Burton, County of Geauga, and State of Ohio and known as being an easement over part of Lot Nos. 26 and 27, and further being known as an easement over part of a parcel of land conveyed to Kent State University (PPN 04-704400) by deed recorded in Volume 562, Page 40 of Cuyahoga County Deed Records, further bounded and described as follows;

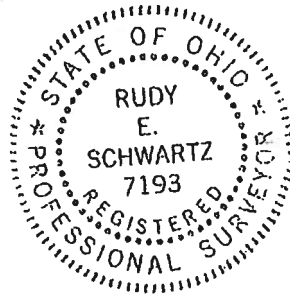
Beginning at a point in the centerline of Claridon-Troy Road, 60 feet wide, at the Northwesterly corner of land conveyed to Geauga County Board of Commissioners (PPN 04-702100) by deed recorded in Volume 1825, Page 1647 of Geauga County Deed Records, said point also being on the shared line between Lot Nos. 25 and 26;

Thence South 89° 52' 04" East, along the Northerly line of land so conveyed to Geauga County Board of Commissioners, a distance of 30.00 feet to a point on the Easterly right-of-way of said Claridon-Troy Road, and being the Principal Place of Beginning of the easement herein intended to be described;

- | | |
|-------------|---|
| COURSE I | Thence North 0° 55' 07" East a distance of 50.01 feet to a point; |
| COURSE II | Thence South 89° 59' 19" East a distance of 754.00 feet to a point; |
| COURSE III | Thence North 45° 00' 55" East a distance of 579.87 feet to a point; |
| COURSE IV | Thence South 89° 59' 19" East a distance of 829.00 feet to a point; |
| COURSE V | Thence North 0° 00' 41" East a distance of 300.00 feet to a point; |
| COURSE VI | Thence South 89° 59' 19" East a distance of 600.00 feet to a point; |
| COURSE VII | Thence South 0° 00' 41" West a distance of 300.00 feet to a point; |
| COURSE VIII | Thence South 89° 59' 19" East a distance of 772.00 feet to a point on the Westerly line of land conveyed to Legacy Ltd. (PPN 04-150946) by deed recorded in Volume 1725, Page 3472 of Geauga County Deed Records; |
| COURSE IX | Thence South 0° 56' 09" West a distance of 460.06 feet to a point at the Northeasterly corner of land so conveyed to Geauga County Board of Commissioners (PPN 04-702100); |

COURSE X

Thence North 89° 59' 19" West, along the Northerly line of land so conveyed to Geauga County Board of Commissioners (PPN 04-702100), a distance of 3358.42 feet to the Principal Place of Beginning and containing 30.6023 acres of land as calculated and described on September 20, 2018 by Rudy E. Schwartz, P.S. 7193 be the same more or less but subject to all legal highways and easements of record. Bearings used herein refer to an assumed meridian and are intended to indicate angles only.



9.21.18
DATE


RUDY E. SCHWARTZ, P.S. 7193

SCHEDULE FOR COLLECTION OF INCOME TAX
PURSUANT TO R.C. §715.72(I)(1)(c)

The income tax levied on persons working within the District and on the net profits of Businesses located within the District shall be equal to one percent (1%). The income tax will be collected one month in arrears with a due date on or before the 15th day of the month.