

CITY OF MEDINA-MONTVILLE TOWNSHIP
JOINT ECONOMIC DEVELOPMENT DISTRICT
CONTRACT

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**CITY OF MEDINA-MONTVILLE TOWNSHIP
JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT**

This City of Medina-Montville Township Joint Economic Development District and Annexation Contract (the "Contract") is made and entered into as of Dec. 14, 2009, by and between the Township of Montville, Medina County, Ohio (the "Township") and the City of Medina, Ohio (the "City") in accordance with the terms and provisions set forth herein.

RECITALS

A. The Township and the City (the "Contracting Parties") intend to enter into this Contract to create and provide for the operation of the City of Medina-Montville Township Joint Economic Development District in accordance with Sections 715.72 through 715.83 of the Ohio Revised Code for their mutual benefit and for the benefit of their residents and of the State of Ohio (the "State");

B. The Township and the City, also for their mutual benefit and benefit of their residents, do also hereby enter into an agreement under ORC Section 709.192 as relates to certain limitations on annexation;

C. The legislative authorities of the Township and the City have each authorized and directed the Township and the City, respectively, to make and enter into this Contract by and through their respective officers in accordance with Ordinance No. 182-09, passed by the City on Dec. 14, 2009, and Resolution No. 120809.01, adopted by the Board of Township Trustees on Dec. 8, 2009

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

Section 1. Creation of District: Name. The Township and the City, by their combined action evidenced by the signing of this Contract, hereby create a joint economic development district and annexation agreement in accordance with the terms and conditions of this Contract. The joint economic development district created by and pursuant to this Contract shall be known as the "City of Medina-Montville Township Joint Economic Development District." The Board of Directors (the "Board") of the District may change the name of the District by resolution of the Board.

Section 2. Contracting Parties. The "Contracting Parties" to this Contract are the Township of Montville, Medina County, a township existing and operating under the laws of the State, and the City of Medina, a municipal corporation existing and operating under the laws of the State, including the Charter of the City, and their respective successors, in all or in part.

Section 3. Purpose. The Township and the City intend that the creation and operation of 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, the Township, the City and the District.

3.1. It is the further purpose of the District and this Contract to place certain limitations on annexation pursuant to Section 11 hereof.

Section 4. Territory of the District. The territorial boundaries of the District are described in Exhibits A-1 and A-2 attached to and made part of this Contract. The JEDD shall include property located within the District (hereinafter "District") as well as a potential

expansion area that could be added to the District after the execution of this Contract (hereinafter the "Expansion Area") both of which are depicted on Exhibits A-1 and A-2. This Contract incorporates and includes all exhibits attached hereto. As property within the Expansion Area is added to the District, the definition of District shall be and is hereby revised to include such Expansion Area. The District and the Expansion Areas are located entirely within the County of Medina (the "County") and do not include any "parcel of land" (as defined in Section 715.73(C) of the Revised Code) that is owned in fee by or is leased to a municipal corporation or township, except, if any, land owned by a Contracting Party. Furthermore, no electors reside within the area or areas comprising the District.

Section 5. Addition and Removal of Areas from District.

5.1. Addition to District. The Contracting Parties may amend this Contract from time to time to add to the District any area that was not originally included in the District when this Contract became effective, in accordance with Section 715.761 of the Revised Code. The Contract may be so amended by amending Exhibits A-1 and A-2 or by adding one or more exhibits to the Contract. The Township and the City, individually and collectively, fully intend that other areas be added to the District (or other joint economic development districts be created for such areas). Each of the Contracting Parties agrees to cooperate with the other to amend this Contract to add other areas to the District (or to create other joint economic development districts for such areas) in the future.

5.2. Expansion Area. In general, it is intended by the Contracting Parties that the District will include as Expansion Area all land which develops any uses other than residential uses and which is located within such Expansion Area depicted on the map attached hereto as Exhibit A-2. It is further intended by the Contracting Parties that such uses

within the Expansion Area shall become part of the District through amendments to this Contract in accordance with Section 715.761 of the Revised Code. The Contracting Parties shall endeavor to obtain signed petitions from property owners and owners of businesses within the Expansion Area in order to achieve a majority of each such class of owners sufficient to add areas to the District.

5.2.1. Residential properties and developments within the Township shall not be required to join the District.

5.3 Utility Services Within the Expansion Area. At its option, the appropriate governmental service provider shall provide utility services, including potable water and sanitary sewer services, if available. The Contracting Parties shall have no obligation to provide said utility services.

5.4. Removal from District. The Contracting Parties may also amend this Contract from time to time to remove an area from the District in accordance with the procedure set forth in Section 14 of this Contract.

Section 6. Term.

6.1. The initial term of this Contract shall commence on the effective date of this Contract and shall terminate fifty (50) years thereafter, unless otherwise terminated prior to that date as provided herein. The effective date of this Contract shall be the thirty-first day after its approval, in accordance with Section 715.77(A)(4) of the Revised Code.

6.2. This Contract may be renewed and extended without further action by the Contracting Parties for an additional fifty (50) year period (the "Renewal Period") unless both parties, by ordinance of City Council and Resolution of the Township Trustees,

passed within sixty (60) days of each other, agree not to renew such contract within six (6) months prior to its termination date.

6.3. This Contract may be terminated at any time by mutual consent of the Township and the City as authorized by their respective legislative authorities as provided herein. In order for such termination to be effective, the legislative actions of the Contracting Parties that terminate this Contract must occur and be effective within a period of sixty (60) days of each other.

6.4. The provision herein for the initial term and any extension of this Contract recognizes that the accrual of benefits to the parties from this Contract may take decades and that the construction of utility facilities and other possible capital improvements provided for herein is of permanent usefulness and duration.

6.5. Notwithstanding Section 13 hereof, this Contract may also be terminated by the City if it is determined at any time, for any reason, by a court of competent jurisdiction that (i) this Contract could not be entered into, cannot be implemented or is invalid or (ii)

the Income Tax provided for in Section 10 hereof is not legal or valid or the District, for any reason, may not levy, collect or distribute that Income Tax in accordance with this Contract. The determination to so terminate this Contract shall be evidenced by a written notice of such termination from the City to the Township pursuant to such final Court decision, after termination of all appeals. The termination shall occur on the date set forth in that notice. If this Contract is terminated upon the exercise of this option, the Contracting Parties shall have no further obligations under this Contract.

6.6. In the process of termination of this Contract but prior to final termination, any real or personal property, assets or funds of the District shall be distributed between the

Township and the City as follows: the Township 50% and the City 50%. Before any such distribution, the District shall first use any such property, assets or funds to pay; reduce or settle any obligations, debts or liabilities of the District in accordance with the terms under which such obligations, debts or liabilities were originally incurred. Obligations of the District include, but are not limited to, obligations of the District to one or more of the Contracting Parties under this Contract or separate agreements for the provision of money, services, facilities, capital improvements or other contributions to the District or otherwise. To the extent permitted by law, obligations of the District to a Contracting Party shall take precedence over other obligations, debts or liabilities of the District.

Nevertheless, in no event shall either of the Contracting Parties be responsible for or liable to any party for any obligations, debts or liabilities incurred by the District.

6.7. Pursuant to Section 715.74(D) of the Revised Code, this Contract shall continue in existence throughout its term and shall be binding on the Contracting Parties and on any entities succeeding the Contracting Parties, whether by annexation, merger or otherwise. Any portion of the territory of the District (not now in a municipal corporation) that is included within a municipal corporation by annexation, merger or otherwise, after the date of this Contract, shall continue to be part of the District subject to the terms of this Contract and to the Income Tax provided for in Section 10 hereof.

Section 7. Contributions to the District/Other Services. In accordance with Section 715.74 of the Revised Code, the City and the Township each agree to contribute to the development and operation of the District.

7.1. Safety Services: The City and Township shall retain all mutual aid agreements in place on the date of this Contract, if any, until expiration, or beyond if the parties thereafter agree. The level of safety services within District shall be the same as within the Township.

7.2. Road Construction and Maintenance. The Township cannot be compelled to construct roadways within the District. However, the Township agrees to maintain new Township roadways constructed within the District after construction and transfer of the same under the following terms and conditions:

7.2.1. The roadway has been constructed in accordance with applicable standards and specifications and has been transferred to the Township for ownership and maintenance purposes.

7.2.2. The Township may, at its discretion, decline to accept any such roadway for maintenance purposes.

7.2.3. The Township agrees to perform the following maintenance on such roadways which are accepted by it:

7.2.3.1. Maintenance of traffic control devices (i.e., signs and signals other than railroad crossings) installed per applicable development standards;

7.2.3.2. Clearing snow and ice from streets and roads;

7.2.3.3. Salting or in some other way de-icing streets and roads;

7.2.3.4. Pavement maintenance-including berm and shoulder repair, street sweeping, crack sealing, pothole repair, resurfacing (defined as replacing two inches or less of surface pavement), chip and seal resurfacing or its equivalent, stripping, setting reflective safety devices in pavement (when required by state guidelines) and any other fixing of pavement generally regarded by political subdivisions (including the Ohio Department of Transportation) as pavement maintenance);

7.2.3.5. Road right-of-way maintenance, including repairing or replacing turf, mowing grass, cleaning up trash and litter, cleaning and fixing drainage ditches and storm water retention

areas within the roadway right-of-ways, repairing and replacing guardrails and any other cleaning and fixing of road right-of-way generally regarded by political subdivisions (including Ohio Department of Transportation) as road right-of-way maintenance;

7.2.3.6. All roadways as defined above which the Township is required to maintain shall count as Township roads for road tax purposes and gas tax distribution due to the Township's obligation to maintain those roadways;

7.2.3.7. For purposes of this Agreement, the term “reconstruction” does not mean asphalt overlay of more than two (2) inches and does not include reconstruction of the road base and road drainage facilities. Said reconstruction shall be paid for and performed pursuant to the mutual agreement of the contracting parties at that time, provided, however, that none of the Contracting Parties shall be obligated to contribute to the same.

7.3. Other Services.

7.3.1. Utility Services Within the District.

At its option, the appropriate governmental service provider shall provide utility services, including potable water and sanitary sewer services, if available. The Contracting Parties shall have no obligation to provide said utility services.

7.3.1.1. Other Obligations of the Parties.

(a) The City, at its discretion, shall provide services to assist the District with planning, marketing, promotion and related activities to facilitate economic development in the District. The Township and the City may provide secretarial services and other staffing as each Contracting Party, in its sole discretion, determines, at no cost to the District. In addition, the Board may contract for such services with either or both of the Contracting Parties on such terms as the Board and the respective Contracting Parties may agree. However, the District may not enter into a

contract with one of the Contracting Parties without the consent of the other Contracting Party.

(b) For the term of this Contract, but only so long and to the extent to which the area within the District is not located within a municipality (hereafter "unincorporated area"), the Township shall provide the same services to the unincorporated areas of the District that it provides to other unincorporated areas of the Township, including but not limited to, police and fire protection services, as well as zoning services.

(c) The City and Township shall prepare, or cause to be prepared, all documents of the City and the Township relating to the formation of the District, including but not limited to, this Contract, notices, forms of City, Township, County and District legislation and election proceeding, if any. Any costs incurred and paid by the City and Township in preparing such documents or otherwise incurred by the City and Township in assisting in the establishment of the District shall be reimbursed to the City and Township from Distributable Revenues as defined by and in accordance with the distribution of such revenues as set forth in Section 10 hereof. Any costs incurred and paid by the City and Township in connection with such preparation or in identifying property owners and businesses within the District, describing the District boundaries and obtaining signatures on petitions for the

creation of the District shall be reimbursed to the City and Township from Distributable Revenues in accordance with the distributions set forth in Section 10 hereof.

(d) 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 City shall be obligated to make expenditures pursuant to this Contract in excess of the Distributable Revenues derived from this Contract without their consent.

Section 8. Board of Directors.

8.1. The Board of Directors shall be established in accordance with Section 715.78(A) of the Revised Code. If there are businesses located and persons working within the area or areas to be included in the District, the Board shall be composed of the following members:

8.1.1. one member representing the City, to be appointed by the Mayor with the approval of the City Council;

8.1.2. one member representing the Township, to be appointed by the Township Trustees;

8.1.3. one member representing the owners of businesses located in the District, to be appointed by the Township Trustees for the initial such appointment and for each succeeding appointment thereafter ;

8.1.4. one member representing the persons working within the District, to be appointed by the Mayor with the approval of City Council for the initial appointment and for each succeeding appointment thereafter;

8.1.5. one member selected by the above-described other members.

8.2. If there are no businesses located or persons working within the area or areas to be included in the District, the Board shall be composed of the members as set forth in 8.1.1., 8.1.2., and 8.1.5. above. If the Board is originally composed of the members as set forth in 8.1.1., 8.1.2. and 8.1.5. above and, subsequently, one or more businesses are located, or persons begin working, in the District, the Board shall be increased to five members within sixty (60) days of the location of such business by the appointment of ~~the members as set forth in 8.1.3. and 8.1.4. above~~ in accordance with the procedure for such appointment as set forth above.

8.3. The terms of service of each member shall be established in accordance with Section 715.78(A) of the Revised Code. 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 procedure established by the Board. Each member shall attend all meetings unless excused by action of the other members. 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.

8.4. 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 Contract or by law with respect to his or her office; or willfully performing any act forbidden by law with respect to his or her office; or failing to achieve the faithful, efficient and intelligent administration of his or her duties of office as required by this Contract or by law; or engaging in conduct unbecoming to such office. Removal shall be effective upon receipt of written notice of removal and the reasons therefore by the Board member being removed.

8.5. The Chairperson of the Board shall be the Board member as provided in Section 715.78(A) of the Revised Code. The Board shall elect the following officers (who along with the Chairperson shall constitute the "Officers" of the Board) from among its members: ~~a Vice Chairperson, a Secretary and a Treasurer.~~ The Officers (except the Chairperson) shall be elected at the first meeting of the Board and thereafter every year for a one-year term 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.

Section 9. Powers, Duties, Functions.

9.1. The Board shall meet at least once each calendar year, or more frequently as the Board may determine necessary, on a date determined by the Board, provided that the first meeting of the Board shall be within 30 days after this Contract becomes effective,

on a date agreed to by the Contracting Parties. The Board shall adopt procedures for holding and conducting regular and special meetings. The Board shall establish a mailing address and shall hold its meetings within the City or Township at whatever location is determined by the Board from time to time.

9.2. For the purpose of conducting a Board meeting, the attendance of at least a majority of the members shall be required and shall constitute a quorum. The Board shall act through resolutions adopted by the Board. A resolution must receive the affirmative vote of at least a majority of members of the Board to be adopted. A resolution adopted by the Board shall be immediately effective unless otherwise provided in that resolution or by Sections 715.72 through 715.83 of the Revised Code.

9.3. The Board may adopt "Bylaws" for the regulation of the affairs of the Board and the conduct of the business of the Board consistent with this Contract. The Bylaws shall be in substantially the form as attached as Exhibit B hereto. The Bylaws may be amended or supplemented from time to time by the Board.

9.4. The Chairperson shall preside over and conduct the meetings of the Board in accordance with its Bylaws or other procedures adopted by the Board. The Chairperson may call special meetings of the Board by giving notice of such meeting, as provided by the Bylaws, to each member delivered to his or her residence or place of business. A majority of the members of the Board may also call a special meeting by providing the same notice.

9.5. The Vice Chairperson shall act as Chairperson in the temporary absence, incapacity, resignation or removal of the Chairperson.

9.6. The Secretary shall be the records officer of the Board and shall have those duties as set forth in the Bylaws.

9.7. The Treasurer shall be the fiscal officer of the Board and shall have those duties as set forth in the Bylaws.

9.8. The Bylaws shall designate those Officers who may sign documents on behalf of the Board and those Officers who are required to obtain a fiduciary bond in connection with their duties to the District.

9.9. 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 City. The budget shall estimate the revenues of the District and expenses of the District. The Board shall provide a copy of the annual budget to the Contracting Parties promptly after its adoption. The Board shall establish an appropriations procedure to provide for payment of the expenses of the District and the distribution of Distributable Revenues pursuant to and consistent with this Contract.

9.10. 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 purposes of this Contract and the funds appropriated or available for such actions or programs.

9.11. The Board may enter into an agreement with the City to administer and implement employment and discharge of, and salaries, benefits and work rules established for, employees of the District. All costs of employment, including but not limited to, compensation, salaries, benefits, taxes and insurance, shall be paid from Distributable Revenues of the District. The City shall not be the employer and shall have

no responsibility or liability for any costs of employment or any other costs, expenses or liabilities arising from such employment.

9.12. This Contract grants the Board the power and authority to adopt a resolution to levy a payroll Income Tax within the District in accordance with Section 715.74 of the Ohio Revised Code and Section 10 hereof.

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

9.14. No city ordinances, resolutions, rules and regulations, codes or other requirements of the City shall apply to or affect properties within the District, except those which are necessary to levy and collect the Income Tax contemplated herein. 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 District or Expansion Area.

~~9.15. In accordance with Section 715.81 of the Revised Code, the Township may~~
exercise all of the powers of a township, and may perform all of the functions and duties of a township, within the District, including but not limited to, those powers, functions and duties set forth elsewhere in this Contract, as well as such others that are determined by the Township to be necessary to carry out the purposes of this Contract, all of which such exercise and performance shall be deemed to be pursuant to and consistent with this Contract.

Section 10. Income Tax.

10.1. The Board at its first meeting shall adopt a resolution to levy an Income Tax, including a payroll Income Tax and net profits tax, at a rate of 1.25% in the District in

accordance with Section 715.74 of the Revised Code (hereafter collectively the "Income Tax"). The Income Tax shall go into effect immediately upon adoption of that resolution. The rate of the Income Tax shall change from time to time so that it is equal to the highest rate of the municipal Income Tax levied by the City. The revenues of that Income Tax shall be used for the purposes of the District and the Contracting Parties pursuant to this Contract. All amounts received pursuant to the levy of said Income Tax shall be called "Distributable Revenues".

10.2. The Board shall adopt, by resolution, all of the provisions of the payroll Income Tax and Net Profits Tax legislation of the City, as that legislation may be amended from time to time, as applicable to the District payroll Income Tax and Net Profits Tax. The Income Tax levied by the Board pursuant to this Contract and Section 715.74 of the Revised Code shall apply in the entire District throughout the term of this Contract, and any renewal of the Contract notwithstanding that all or a portion of the District becomes ~~subject to annexation, merger or incorporation.~~

10.3. The Board, at its expense, shall enter into an agreement with the City to administer, collect and enforce the Income Tax on behalf of the District (the "Tax Agreement"). Such Tax Agreement shall permit the City to enforce and collect such taxes, or hire or contract with another entity to enforce and collect such taxes within the District, and withhold certain fees for performing such services.

10.4. The Distributable Revenues shall be divided between the Township and City as follows: Fifty Percent (50%) to the City and Fifty Percent (50%) to the Township. All Distributable Revenue shall be collected and held by the City in escrow on behalf of the District as a requirement of the Tax Agreement, and distributions of the same shall be

computed monthly, paid monthly, and adjusted quarterly pursuant to such Agreement and this Contract. However, prior to any said distribution of the Distributable Revenues, the following items shall be paid first, and in the following order of priority:

10.4.1. Due to the fact that school district property is the only property which will provide income tax revenues initially, the City shall receive, for the first year of this Contract, thirty-three percent (33%) of the Distributable Revenues. This shall be known as the "Initial Made Whole Amount" (hereafter "TMWA").

10.4.2. After the conclusion of the first year, and for each year thereafter, the City shall receive such percentage of said Distributable Revenue as is necessary to compensate the City so that it receives one hundred percent (100%) of all income tax revenue which it would have received from residents of the City working within the District as if the District did not exist. This shall be known as the "Subsequent Made Whole Amounts" (hereafter "SMWA").

~~10.4.3. Both the Initial and Subsequent Made Whole Amounts shall be computed~~
monthly, paid monthly, and adjusted quarterly by the City, or its designee, as a requirement of the Tax Agreement. Adjustments shall be based upon changes of residency of persons living in the City but working within the District. All information utilized to compute said amount by the City, or its designee, shall be supplied in an original report provided by the City's income tax collecting agency to the Township Fiscal Officer along with the Township's share of the Distributable Revenue. The City may supplement, but may not modify, such original report.

10.4.3.1. In the event that the Township Fiscal Officer, or such officer's designee, disputes any such computation, which such dispute must be asserted in writing within thirty (30) days after receipt by the Township of said original report, the Contracting Parties shall meet and resolve any such disputes within thirty (30) days. In the event that the Contracting Parties cannot resolve said dispute, then said Parties shall submit such dispute to mediation pursuant to Section 13 hereof, except said mediation shall be binding.

10.4.3.2. Payment of the SMWA shall automatically terminate upon the earlier of: (1) the date that the Distributable Revenues allocated to the City exceed the SMWA; or (2) the date that the Summa Facilities receive a certificate of occupancy. This shall be known as the "Termination Date".

10.4.4. After payment of the Made Whole Amounts, the Board shall then pay reimbursement to the Township and City for start up costs, including attorney fees and other costs referenced in Section 7.3.1.4. (C), upon presentation of an invoice approved by the Board, which approval shall not be unreasonably withheld.

10.4.5. After payment of said start up and other costs, pursuant to Section 715.74(C)(3) of the Revised Code, the District shall annually set aside from the Distributable Revenue an amount not to exceed twenty percent (20%) for the first fiscal year of the District, and up to five percent (5%) per year thereafter of the amount of the Income Tax collected (*i.e.* all amounts collected from the levy of the Income Tax each year) for long-term maintenance of the District (the "District Maintenance Amount"). The Board shall, annually, vote on the percentage of

said Distributable Revenue, up to said five percent (5%), which it shall receive for the following year. The said District Maintenance Amount may only be increased with the joint agreement of the Contracting Parties. Long-term maintenance of the District shall mean providing for the administration of the District, which shall include but is not limited to the administration and collection of the District Payroll Income Tax. The Board shall use its revenues to meet the current obligations of the District, including but not limited to, obligations of the District to one or more of the Contracting Parties under this Contract (including but not limited to the Tax Agreement) or under separate agreements for the provision of money, services, facilities, capital improvements or other contributions to the District, in accordance with the terms under which such obligations, debts or liabilities were originally incurred. The Board shall not be permitted to enter into any agreement with a Contracting Party without the consent of the other Contracting Party. ~~To the extent permitted by law, obligations of the District to a~~ Contracting Party shall take precedence over other obligations, debts or liabilities of the District.

10.5. It is further agreed by the Contracting Parties that the City or Township shall have the option, from time to time, to conduct an audit to determine whether on a continuing basis, the Distributable Revenues received by the City continue to exceed the Subsequent Made Whole Amounts. Such options shall be available to the City or Township under the following terms and conditions:

10.5.1. At such time as the Summa Facilities receive a certificate of occupancy (hereafter the "Summa Opening Date"), the City or the

Township shall have the option, at their own expense, every three (3) years after the Termination Date, to conduct an audit to determine whether the SMWA, were it still in effect at that time, would exceed Distributable Revenues allocated to the City from the District for that month. If such Distributable Revenues allocated to the City from the District do not exceed said SMWA, the City shall be entitled to, thereafter, receive the SMWA, calculated as set forth in Section 10.4.2. herein, until the date that such Distributable Revenues allocated to the City from the District once again exceed said SMWA, on which date further payment of the SMWA shall cease. Further, the City or Township shall have the continuing option of conducting said audits every three (3) years after any subsequent Termination Date, and collecting said SMWA, on the same basis, and according to the terms and conditions as set forth herein, until said further Termination Date, if any.

10.5.2. At such time as the University Hospitals obtains a certificate of occupancy (hereafter the "University Hospitals Opening Date"), then neither the City nor Township shall be entitled to conduct the audit set forth in Section 10.5.1. hereof every three (3) years, but shall be entitled, thereafter, and for the entire term of this contract, to conduct such audit every five (5) years, and shall be entitled to re-implement the SMWA according to the terms and conditions set forth in Section 10.5.1. hereof.

10.6. The Distributable Revenues may to be used by the District, the Township and the City to encourage and promote economic development in the District and/or in the Township and/or in the City, 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 with the Contracting Parties, providing urban and economic development planning, engineering, counseling, consulting, marketing and financing services for the District and for the Contracting Parties, and generally improving the environment for those working and residing in the District and in the Contracting Parties. Notwithstanding the above, the Contracting Parties may allocate their share of Distributable Revenues in any manner and for any purpose permitted by law. However, notwithstanding the above, all expenditures by the District must be directly related to improvements for or within the District.

10.7. ~~The Treasurer of the District shall make a quarterly report to the Board regarding the receipt and distribution of the Income Tax of the District and the operating income and expenses of the District for the preceding quarter and projections for the next quarter. The Treasurer's report shall be provided to the Contracting Parties.~~

Section 11. Annexation. In accordance with ORC Section 715.79(B) and Section 709.192, the City shall not annex any territory or accept any territory being annexed from within the District, the Expansion Area, or any property used for residential purposes located in the Township, during the term of this Contract without the consent of the Township. In addition, the City agrees that it will not support petitions for annexation by any other City of property in the District or the Expansion Area. Further, both parties pledge and agree to use best efforts and

exercise all reasonable means available, including litigation, to prevent annexation of any territory in the District or Expansion Area. The cost of such efforts shall be shared equally by the Contracting Parties.

Section 12. Zoning; Planning; Building Standards. The Township shall be the zoning and planning authority for the District. The Township agrees to consider rezoning any property to a non-residential classification as necessary to add the property to the District. The Township agrees to establish and maintain, to the extent permitted by law, the zoning of such property as non-residential. Medina County shall be the building permit issuing authority for the District. The provisions of this Section 12 constitute an agreement by the Contracting Parties pursuant to Section 715.80 of the Revised Code, provided that the City and the Township may enter into other agreements in accordance with Section 715.80 of the Revised Code.

Section 13. Defaults and Remedies; Mediation. A failure to comply with the terms of this Contract shall constitute a default hereunder. The Contracting Party in default shall have 60 days after receiving written notice from the other Contracting Party of the event of default to cure that default. As long as either party diligently pursues such cure, then such party shall not be considered in default for one year after receipt of such notice. 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 Contract or for actual damages or both. Other than as provided in Section 6 hereof, this Contract may not be canceled or terminated because of a default unless the Township and the City agree to such cancellation or termination.

In the event that the Township and the City have a dispute under this Contract whether related to breach of or default under this Contract by a Contracting Party or otherwise, and prior to filing any litigation in connection with such dispute, the Contracting Parties and the District

shall participate in formal mediation (the "Mediation") for a period of 90 days (or more if so determined by the Contracting Parties and the District). The Mediation shall be conducted by utilizing a mediator selected from a list of attorneys trained in mediation supplied by the Medina Bar Association. In the event that such mediation period would prevent a party from taking necessary action for injunctive relief to prevent an immediate risk of irreparable harm or to preserve rights that may be extinguished by a time limitation bar, then the party may make such court filings as are necessary to preserve the status quo during mediation, after which the mediation period shall immediately commence.

Section 14. Amendments. In addition to the amendments provided for in Section 5 hereof, this Contract may be amended by the Township and the City only in a writing approved by the respective legislative authorities of each of the Contracting Parties by appropriate legislation authorizing that amendment. In order for such amendment to be effective, the legislative actions of the Contracting Parties that amend this Contract must occur and be effective within a period of sixty (60) days of each other.

Section 15. Binding Effect; Mandamus. This Contract shall inure to the benefit of and shall be binding upon the District, the Township and the City and their respective permitted successors, subject, however, to the specific provisions hereof. This Contract shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence. All of the obligations and duties of the Board, the City and the Township under this Contract are hereby established as duties specifically enjoined by law and resulting from an office, trust or station upon the Board, the City and the Township within the meaning of Section 2731.01 of the Revised Code.

Section 16. Support of Contract. The Township and the City 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, including, but not limited to, promoting the approval by the electors of the Township of the resolution authorizing this Contract, if necessary. In the event that this Contract or any of its terms, conditions or provisions is challenged by any third party or parties in a court of law, the Township and the City agree to cooperate with one another and to use their best efforts in defending this Contract with the objective of upholding this Contract. The Township and the City shall each bear its own costs in any such proceeding challenging this Contract or any term, condition or provision thereof, provided that the Board shall reimburse the Township and the City for such costs to the extent funds of the District are available. In the event that District funds are not available and appropriated therefore, the costs of any such proceeding shall be allocated among the Contracting Parties as follows: the Township fifty percent 50% and the City fifty percent 50%.

Section 17. Signing Other Documents. The Contracting Parties agree to cooperate with one another and to use their best efforts in the implementation of this Contract and to sign or cause to be signed, in a timely manner, all other necessary instruments and documents, and to take any and all actions, in order to effectuate the purposes of this Contract.

Section 18. Severability. In the event that any section, paragraph or provision of this Contract, 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 in to 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 or 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.

Section 19. Governing Law. This Contract shall be governed exclusively by and construed in accordance with the laws of the State, and in particular, Section 715.72 through 715.83 and Section 709.192 of the Revised Code. In the event that Sections 715.72 through 715.83 or Section 709.192 of the Revised Code are amended or supplemented by the enactment of a new section or sections of the Revised Code relating to joint economic development districts or annexation agreements, the Contracting Parties shall be bound by the provisions of Sections 715.72 through 715.83 and 709.192 existing on the date of this Contract unless both parties agree to be bound by said Sections 715.72 through 715.83 and 709.192 as amended or supplemented, to the extent permitted by law. Nothing in this Contract shall limit the ability of the District, the City or the Township to aggregate to acquire preferential rates for telecable, telephone, gas, electric or other utility services.

Section 20. Miscellaneous. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof. When using the phrase "to the extent permitted by law" herein, "law" means statutes of the State as interpreted by the courts of the State or the federal courts.

IN WITNESS WHEREOF, the Township and the City have caused this Contract to be duly signed in their respective names by their duly authorized officers as of the date hereinbefore written.

TOWNSHIP OF MONTVILLE

By: *Ronald Bischof*
Trustee-Chairman

By: *A. D. Brandon*
Trustee-Vice Chairman

By: *Jeffrey J. Stuenkel*
Trustee

CITY OF MEDINA

By: *[Signature]*
Mayor

Approved as to legal form:

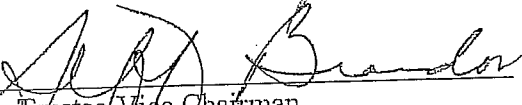
By: *[Signature]*
Attorney
Township of Montville

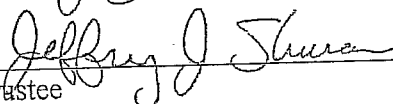
By: *[Signature]*
Law Director
City of Medina

IN WITNESS WHEREOF, the Township and the City have caused this Contract to be duly signed in their respective names by their duly authorized officers as of the date hereinbefore written.

TOWNSHIP OF MONTVILLE

By: 
Trustee-Chairman

By: 
Trustee-Vice Chairman

By: 
Trustee

CITY OF MEDINA

By: 
Mayor

Approved as to legal form: _____

By: _____
Attorney
Township of Montville

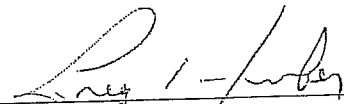
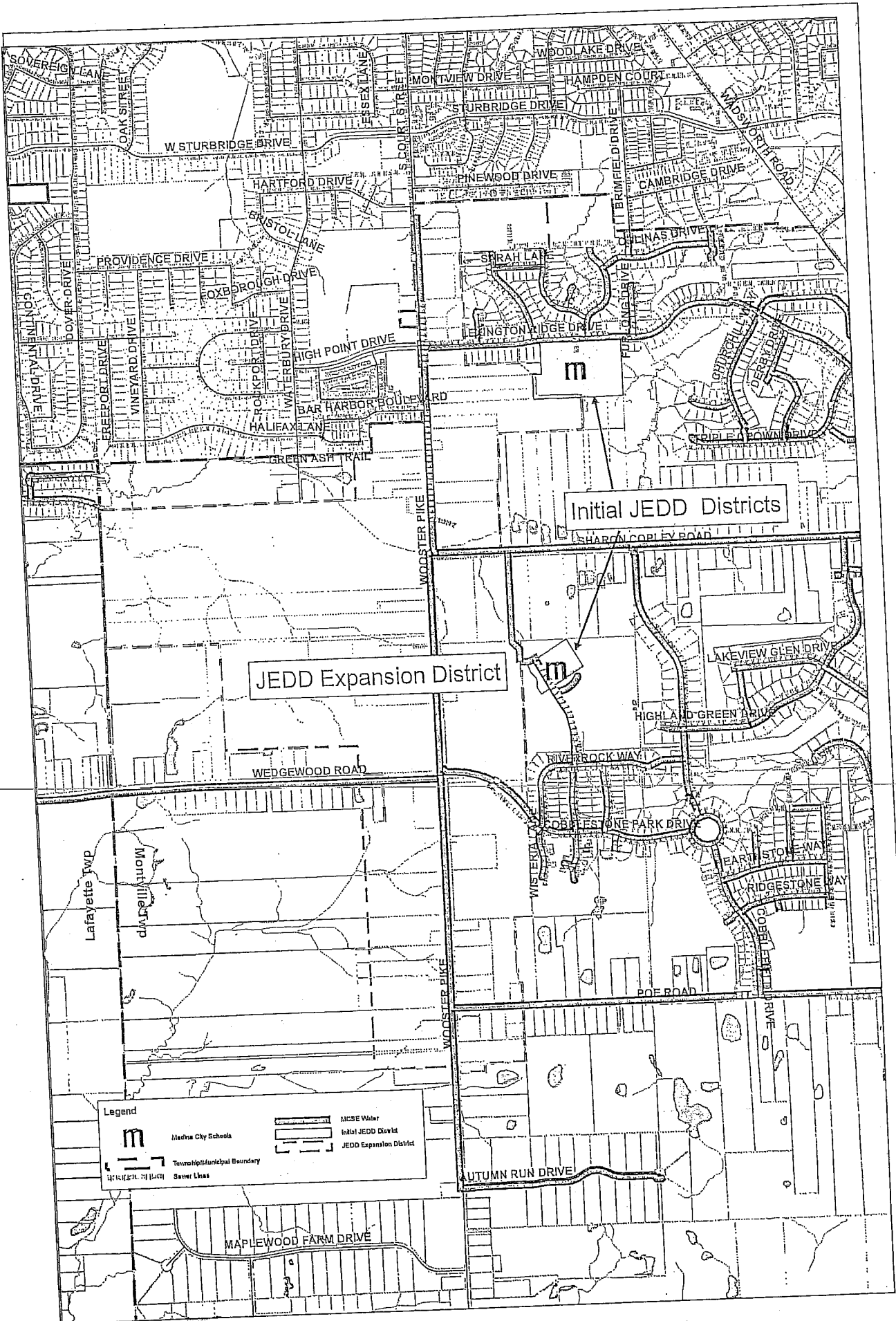
By: 
Law Director
City of Medina

EXHIBIT A





TERRITORIAL BOUNDARIES OF THE DISTRICT

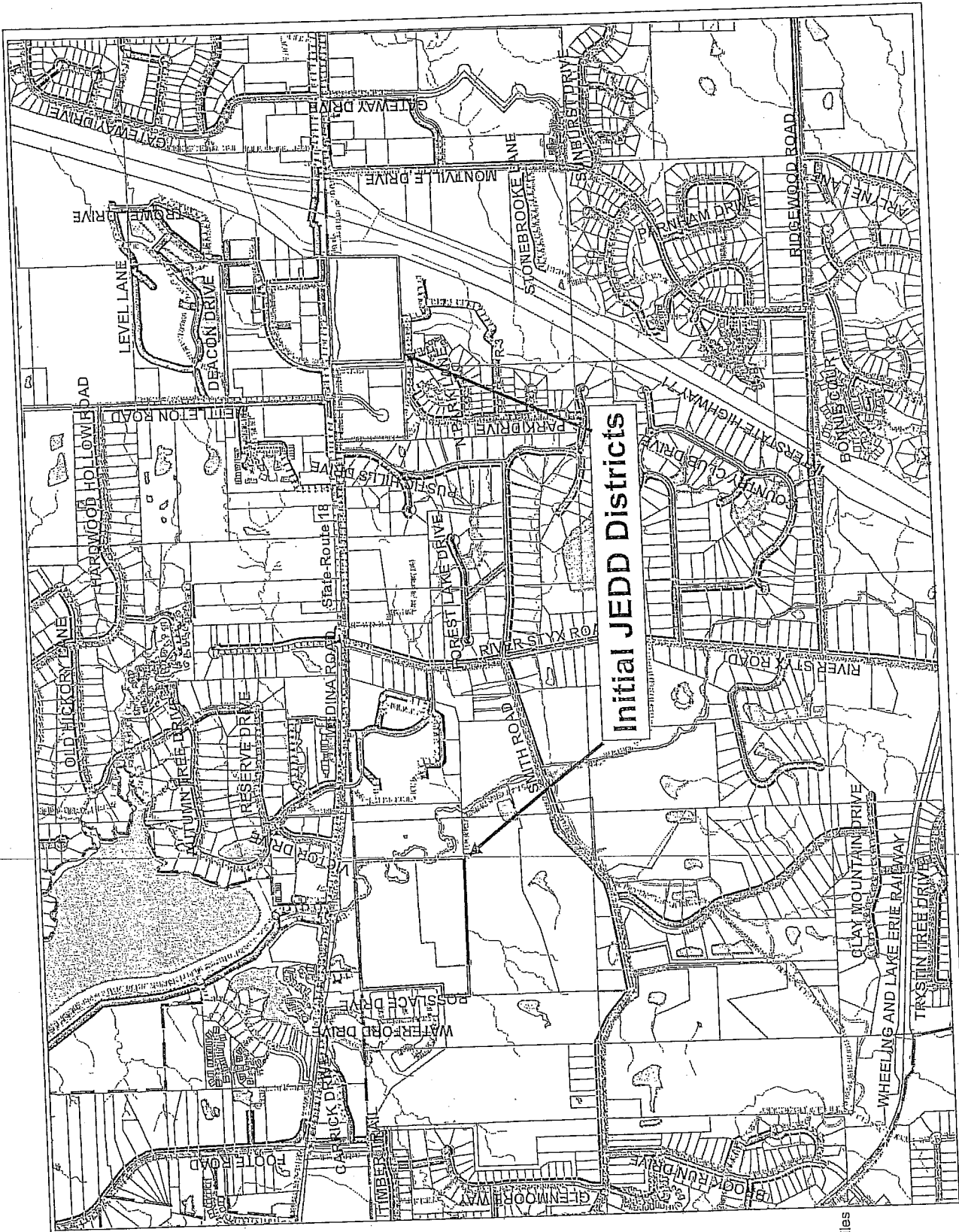


Initial JEDD Districts

Montville Business District
 Route 18
 Initial JEDD Districts


Legend

-  Township/Municipal Boundary
-  Initial JEDD Districts
-  Sewer Lines
-  MCSE Water



Initial JEDD Districts




 Department of
Planning Services
 215 Montville Ave. Montville, NJ 07058
 Will be available at www.twp.mtville.nj.us

**ECONOMIC DEVELOPMENT PLAN
FOR
CITY OF MEDINA AND MONTVILLE TOWNSHIP
JOINT ECONOMIC DEVELOPMENT DISTRICT**

The City of Medina (the "City") and the Township of Montville (the "Township") are entering into a contract (the "Contract") to create the City of Medina-Montville Township Joint Economic Development District (the "District"). The purpose of the District is to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, the County of Medina, the City, the Township, and the District. In accordance with division (C) of Section 715.75 of the Ohio Revised Code, the economic development plan for the District consists of both of the following schedules:

1. Schedule for the provision of new, expanded or additional services, facilities or improvements specified and provided for in the Contract in accordance with division (A) of Section 715.74 of the Ohio Revised Code.

(a) Upon approval of the Contract and creation of the District, the City and the Township may provide services to assist the District with planning, promotion and related activities to facilitate economic development in the District. The City and the Township may provide secretarial services and other staffing to the District at no cost to the District. At the request of the Board of Directors of the District (the "Board"), the City and the Township will contribute an aggregate amount not to exceed \$ -0- to the District to pay initial administration and other costs generally identified in the request. The City and the Township will cooperate with the Board in obtaining financial assistance, both public and private, for economic development projects.

(b) Provision of certain services:

(i) Police and Fire Services. The City and the Township, to the extent permitted by law, agree to maintain all mutual aid agreement in place for police and fire protection for the District, if any, until expiration, or beyond if the parties thereafter agree. The level of Fire service within JEDD District shall be the same as within the Township.

(ii) The City and the Township shall cooperate to provide professional land use planning in the District.

(iii) The City and the Township shall cooperate to provide infrastructure and road maintenance to the District.

2. Schedule for the collection of an income tax levied under division (C) of Section 715.74 of the Ohio Revised Code.

(a) The Contract provides that the District will levy an income tax on the District at a rate of 1.25%, which rate is subject to change from time to time to equal the rate of the municipal income tax levied by the City.

(b) The Board of Directors of the District will levy that tax at its first meeting following approval of the Contract and creation of the District.

(c) The income tax will go into effect immediately after adoption of that resolution.

(d) Businesses within the District will be notified prior to the income tax going into effect.

(e) The City will administer the income tax pursuant to the Tax Agreement with the District.

PETITION OF PROPERTY OWNERS AND OWNERS OF BUSINESS(ES) TO BE INCLUDED WITHIN THE CITY OF MEDINA-MONTVILLE TOWNSHIP JOINT ECONOMIC DEVELOPMENT DISTRICT PURSUANT TO OHIO REVISED CODE SECTION 715.76

The Undersigned represent one-hundred percent (100%) of the owners of property and one-hundred percent (100%) of the owners of business(es) to be included in the City of Medina-Montville Township Joint Economic Development District (hereafter, the "JEDD"). The Undersigned hereby petition for the addition of the parcels specified below, and the business(es) located on such parcels, if any, to the JEDD.

Further, the Undersigned, hereby acknowledge and specify that all of the documents described in Ohio Revised Code (ORC) Section 715.76 (a) through (c) are available for public inspection in the office of the Clerk of City Council of the City of Medina and in the office of the Fiscal Officer of Montville Township. Such documents include the following:

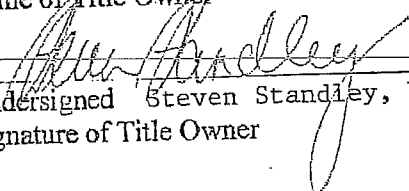
- (A) A signed copy of the JEDD contract;
- (B) A description of the areas to be included in the JEDD, including a map in sufficient detail to denote the specific boundaries of the areas and to indicate any zoning restrictions applicable to the areas;
- (C) The economic development plan described in division (C) Section 715.75 of the Revised Code;

PROPERTY OWNERS:

Medina Community Healthcare Properties, LLC

~~Fica Faith & Hope Land Development Company~~
 Name of Title Owner

Property Address


 Undersigned Steven Standley, Manager
 Signature of Title Owner

30-11B-04-021

Parcel Number

Parcel Number

 Name of Title Owner

 Property Address

 Undersigned
 Signature of the Title Owner

 Parcel Number

 Parcel Number

BUSINESS OWNER(S):

UNIVERSITY HOSPITALS

Name of Business Owner

Jim Hardie, Chief Admin
Undersigned
Signature of Business Owner

Business Address

Parcel Number

Parcel Number

Name of Business Owner

Undersigned
Signature of Business Owner

Business Address

Parcel Number

Parcel Number

Name of Business Owner

Undersigned
Signature of Business Owner

Business Address

Parcel Number

Parcel Number

Name of Business Owner

Undersigned
Signature of Business Owner

Business Address

Parcel Number

Parcel Number

Name of Business Owner

Undersigned
Signature of Business Owner

Business Address

Parcel Number

Parcel Number

PETITION OF PROPERTY OWNERS AND OWNERS OF BUSINESS(ES) TO BE INCLUDED WITHIN THE CITY OF MEDINA-MONTVILLE TOWNSHIP JOINT ECONOMIC DEVELOPMENT DISTRICT PURSUANT TO OHIO REVISED CODE SECTION 715.76

The Undersigned represent one-hundred percent (100%) of the owners of property and one-hundred percent (100%) of the owners of business(es) to be included in the City of Medina-Montville Township Joint Economic Development District (hereafter, the "JEDD"). The Undersigned hereby petition for the addition of the parcels specified below, and the business(es) located on such parcels, if any, to the JEDD.

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- (A) A signed copy of the JEDD contract;
- (B) A description of the areas to be included in the JEDD, including a map in sufficient detail to denote the specific boundaries of the areas and to indicate any zoning restrictions applicable to the areas;
- (C) The economic development plan described in division (C) Section 715.75 of the Revised Code;

PROPERTY OWNERS:

<u>Summa Health System</u>	<u>3780 Medina Rd Medina 44286</u>
Name of Title Owner	Property Address
<u>[Signature]</u>	<u>026-060-32-238</u>
Undersigned	Parcel Number
Signature of Title Owner	

Parcel Number

Name of Title Owner

Property Address

Undersigned
Signature of the Title Owner

Parcel Number

Parcel Number

BUSINESS OWNER(S):

SIGNES HEALTHCARE MEDINA, LLC
Name of Business Owner

3780 MEDINA ROAD, MEDINA, OHIO 44256
Business Address

[Signature]
Undersigned
Signature of Business Owner

026-066-32-238
Parcel Number

Parcel Number

Name of Business Owner

Business Address

Undersigned
Signature of Business Owner

Parcel Number

Parcel Number

Name of Business Owner

Business Address

Undersigned
Signature of Business Owner

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Name of Business Owner

Business Address

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Signature of Business Owner

Parcel Number

Parcel Number

Name of Business Owner

Business Address

Undersigned
Signature of Business Owner

Parcel Number

Parcel Number

RESOLUTION – JOINT ECONOMIC DEVELOPMENT DISTRICT

It is recommended that the Board of Education approve the resolution that represents one-hundred percent (100%) of the property owners and one-hundred percent (100%) owners of business(es) be included within the City of Medina-Montville Township Joint Economic Development District, as attached.

AYE Dolan AYE Vlcek AYE Freeman AYE Grenfell AYE Wilder

POLICIES FOR CONSIDERATION – SECOND READING

It is recommended that the Board of Education review for the second time, with possible adoption, the following *new, revised and replacement policies*:

Policy #2220	Adoption of Courses of Study
Policy #2340	Field and Other District-Sponsored Trips
Policy #2623	Student Assessment and Academic Intervention Services
Policy #3281	Use of Employee's Personal Property at School
Policy #4281	Use of Employee's Personal Property at School
Policy #5136	Wireless Communication Devices
Policy #5136.01	Electronic Equipment
Policy #6440	Cooperative Purchasing
Policy #6450	Local Purchasing
Policy #6460	Vendor Relations
Policy #6520	Payroll Deductions
Policy #7420	Hygienic Management

FIELD TRIP

It is recommended that the Board of Education approve the following overnight field trip, in compliance with Policy #2340, for the 2009-10 school year:

Key Club District
Convention

April 9 – April 11, 2010

Columbus, Ohio

PETITION OF PROPERTY OWNERS AND OWNERS OF BUSINESS(ES) TO BE INCLUDED WITHIN THE CITY OF MEDINA-MONTVILLE TOWNSHIP JOINT ECONOMIC DEVELOPMENT DISTRICT PURSUANT TO OHIO REVISED CODE SECTION 715.76

The Undersigned represent one-hundred percent (100%) of the owners of property and one-hundred percent (100%) of the owners of business(es) to be included in the City of Medina-Montville Township Joint Economic Development District (hereafter, the "JEDD"). The Undersigned hereby petition for the addition of the parcels specified below, and the business(es) located on such parcels, if any, to the JEDD.

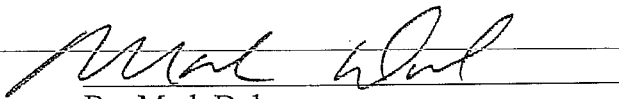
Further, the Undersigned, hereby acknowledge and specify that all of the documents described in Ohio Revised Code (ORC) Section 715.76 (a) through (c) are available for public inspection in the office of the Clerk of City Council of the City of Medina and in the office of the Fiscal Officer of Montville Township. Such documents include the following:

- (A) A signed copy of the JEDD contract;
- (B) A description of the areas to be included in the JEDD, including a map in sufficient detail to denote the specific boundaries of the areas and to indicate any zoning restrictions applicable to the areas;
- (C) The economic development plan described in division (C) Section 715.75 of the Revised Code;

PROPERTY OWNERS:

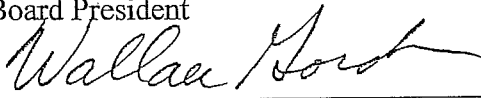
Board of Education of the Medina City
School District

Ralph E. Waite Elementary School
4765 Cobblestone Park Drive
Medina, Ohio 44256



By: Mark Dolan
Board President

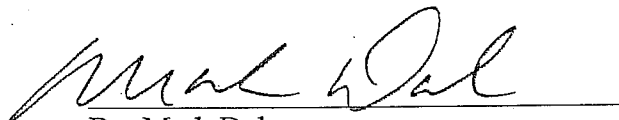
30-11A-16-156
Parcel Number



By: Wallace Gordon
Treasurer

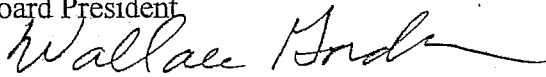
Board of Education of the Medina City
School District

H. G. Blake Elementary School
4704 Lexington Ridge
Medina, Ohio 44256



By: Mark Dolan
Board President

30-11A-06-029
Parcel Number



By: Wallace Gordon
Treasurer

*amended by
ord. 104-10*

ORDINANCE NO. 182-09

AN ORDINANCE PROVIDING FOR THE ACCEPTANCE OF A JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT BETWEEN THE CITY OF MEDINA AND THE TOWNSHIP OF MONTVILLE TO CREATE AND PROVIDE FOR THE OPERATION OF THE MEDINA-MONTVILLE JOINT ECONOMIC DEVELOPMENT DISTRICT IN ACCORDANCE WITH SECTION 715.71 OF THE OHIO REVISED CODE.

WHEREAS: The City of Medina and the Township of Montville have negotiated and intend to enter into a City of Medina-Montville Township Joint Economic Development District Contract to create and provide for the operation of the Medina-Montville Joint Economic Development District in accordance with Section 715.71 of the Ohio Revised Code for their mutual benefit and for the benefit of their residents and of the State of Ohio; and

WHEREAS: The notice of public hearing by Medina City Council was duly published on November 6, 2009 and the City Council held the public hearing concerning the Joint Economic Development District Contract at 5:30 p.m. on Monday, December 7, 2009, at the Medina Municipal Building. The public hearing allowed for public comment and recommendations prior to final approval of the Contract.

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

-
- SEC. 1:** ~~That the Mayor and Finance Director are hereby authorized to enter into a Joint Economic Development District Contract between the City of Medina and Montville Township creating a Joint Economic Development District.~~
- SEC. 2:** That a copy of the Joint Economic Development District Contract is marked Exhibit A, attached hereto and incorporated herein, together with district maps and all documentation related to the Contract.
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: December 14, 2009

SIGNED: Cynthia M. Fuller
President of Council

ATTEST: Catherine L. Horn
Clerk of Council

APPROVED: December 17, 2009

SIGNED: Jane E. Leaver
Mayor

I, THE UNDERSIGNED, CLERK OF THE COUNCIL OF THE
CITY OF MEDINA, OHIO, HEREBY CERTIFIES THAT THE
FORGOING IS A TRUE AND CORRECT COPY OF
ORDINANCE - RESOLUTION NO. 182-09
ADOPTED BY SAID COUNCIL ON 12-14-09
Catherine L. Horn
CLERK OF COUNCIL

ORDINANCE NO. 104-10

AN ORDINANCE AMENDING ORDINANCE NO. 182-09, PASSED DECEMBER 14, 2009, RELATIVE TO THE ACCEPTANCE OF A JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT BETWEEN THE CITY OF MEDINA AND THE TOWNSHIP OF MONTVILLE TO CREATE AND PROVIDE FOR THE OPERATION OF THE MEDINA-MONTVILLE JOINT ECONOMIC DEVELOPMENT DISTRICT, AND DECLARING AN EMERGENCY.

WHEREAS: The City of Medina and the Board of Township Trustees of Montville Township have jointly filed documents required under Revised Code 715.76 to the Medina County Board of Commissioners for their approval of the City of Medina-Montville Township Joint Economic Development District (the "JEDD"); and

WHEREAS: The above referenced documents include Medina City Ordinance No. 182-09, passed December 14, 2009, which provides for the acceptance of the JEDD contract with the Township of Montville for the creation and operation of the JEDD; and

WHEREAS: Said Ordinance No. 182-09 incorrectly cites Section 715.71 of the Revised Code in the title and the first "Whereas"; and

WHEREAS: At the time such Ordinance was passed, the Council intended to be and was, in fact, acting in accordance with Section 715.72 of the Revised Code.

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

SEC. 1: That Ordinance No. 182-09, passed December 14, 2009, is hereby amended by replacing the Revised Code reference of Section 715.71 in the title and the first "Whereas" paragraph to Section 715.72.

SEC. 2: That Council hereby directs the Clerk of Council to forward this ordinance to the Medina County Board of Commissioners as part of the joint filing of JEDD documents required under Revised Code 715.76, and acknowledges and consents to the joint filing by the Medina City Council and a similar resolution enacted by the Board of Trustees of the Township of Montville.

SEC. 3: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 4: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to immediately correct the Ohio Revised Code section references cited in the Ordinance and subsequent documentation included with the filing; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: June 14, 2010 **SIGNED:** Cynthia M. Fuller
President of Council

ATTEST: Catherine L. Horn **APPROVED:** June 15, 2010
Clerk of Council

SIGNED: Dennis Hanwell
Mayor

THE UNDERSIGNED, CLERK OF THE COUNCIL OF THE
CITY OF WILMINGTON, OHIO, HEREBY CERTIFIES THAT THE
FOREGOING IS A TRUE AND CORRECT COPY OF
ORDINANCE - RESOLUTION NO. 104-10
ADOPTED BY SAID COUNCIL ON 6-14-10
Catherine L. Horn
CLERK OF COUNCIL

RESOLUTION NO. 120809.01
MONTVILLE TOWNSHIP, MEDINA COUNTY, OHIO

A RESOLUTION APPROVING THE CITY OF MEDINA-MONTVILLE TOWNSHIP
JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT.

The Board of Township Trustees of the Township of Montville, County of Medina, State of Ohio, met in Special (regular or special) session on November 8, 2009, commencing at 6:00 o'clock A.M. or P.M., at the Montville Township Administration Building, 6665 Wadsworth Road, Medina, Ohio, with the following members present:

Trustee Ronald Bischof
Trustee Jeff Brandon
Trustee Jeff Shuran

The Fiscal Officer advised the Board that the notice requirements of Section 121.22 of the Revised Code and the implementing rules adopted by the Board pursuant thereto were complied with for the meeting.

Trustee Jeff Shuran moved the adoption of the following resolution:

WHEREAS, the Township of Montville and the City of Medina, ("Medina"), have negotiated and now intend to enter into the City of Medina-Montville Township Joint Economic Development District Contract (the "Contract") to create and provide for the operation of the City of Medina-Montville Joint Economic Development District (the "District") in accordance with Section 715.72-715.83 of the Revised Code for their mutual benefit and for the benefit of their residents and of the State of Ohio (the "State").

NOW, THEREFORE, BE IT RESOLVED by the Board of Township Trustees of the Township of Montville, County of Medina, State of Ohio, that:

1. This Board finds and determines that (i) this Board held a public hearing concerning the Contract at 6:00 o'clock A.M. or P.M. on November 8, 2009, in accordance with Section 715.72 of the Revised Code, (ii) 30 days' public notice of the time and place of that public hearing was provided in the Medina County Gazette, a newspaper of general circulation in the Township, (iii) during the 30-day period prior to that public hearing, a copy of the text of the Contract, together with copies of District maps and plans related to or part of the Contract, were on file for public examination in the office of the Fiscal Officer, (iv) public comment and recommendations on the proposed Contract were made pursuant to the public hearing, and (v) the Contract has been

revised and is on file with the Fiscal Officer.

2. This Board approves the Contract now on file with the Fiscal Officer (see the Contract attached hereto as Exhibit "A", incorporated herein by reference). The Contract shall be signed by the Township Trustees on behalf of the Township.
3. A copy of the text of the Contract, together with copies of District maps and plans related to or part of the Contract, shall remain on file in the office of the Fiscal Officer.
4. The Fiscal Officer is authorized, on behalf of the Township, jointly with Medina, to file or cause to be filed with the legislative authority of Medina County: (i) a signed copy of the Contract, together with copies of District maps and plans related to or part of the Contract, (ii) a certified copy of this resolution and (iii) a signed certificate of the Township that the public hearing has been held, the date of such hearing and evidence of the publication of the notice of such hearing.
5. The Township Trustees, the Fiscal Officer and other Township officials, as appropriate, are each authorized to take such actions, or to cause such actions to be taken, on behalf of the Township, including signing agreements or other instruments contemplated by the Contract or deemed necessary or appropriate, in order to achieve approval of the Contract within the Township and to accomplish the purposes of this resolution and the Contract.
6. This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board and that all deliberations of this Board and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

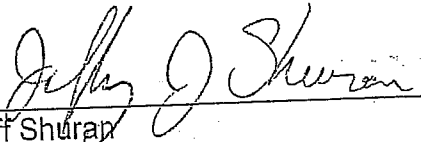
Trustee Jeff Brandon seconded the motion.

Upon roll call on the adoption of the resolution, the vote was as follows:

Trustee Ronald Bischof	<u>Yes</u>
Trustee Jeff Brandon	<u>Yes</u>
Trustee Jeff Shuran	<u>Yes</u>

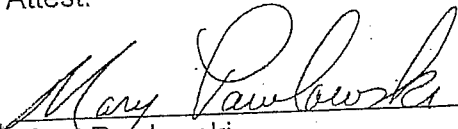
Ronald Bischof
Ronald Bischof

Jeff Brandon
Jeff Brandon



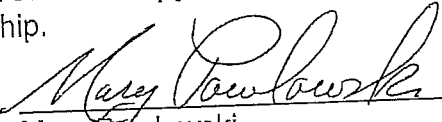
Jeff Shuran

Attest:



Mary Pawlowski
Montville Township Fiscal Officer

The foregoing is a true and correct certified copy of Resolution No. 120809.01 of the Board of Trustees of Montville Township.



Mary Pawlowski
Montville Township Fiscal Officer

RESOLUTION NO. 110609.01
MONTVILLE TOWNSHIP, MEDINA COUNTY, OHIO

A RESOLUTION PROVIDING FOR ACCEPTANCE OF THE
CITY OF MEDINA - MONTVILLE TOWNSHIP
JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT
IN ITS PRESENT FORM, AND FOR A PUBLIC HEARING ON THE CONTRACT.

Motion by Trustee Jeff Brandon

WHEREAS, the Township of Montville ("Montville") and the City of Medina ("Medina") have negotiated and intend to enter into a City of Medina-Montville Township Joint Economic Development District Contract (the "Contract") to create and provide for the operation of the Medina-Montville Joint Economic Development District (the "District") in accordance with Section 715.71 of the Revised Code for their mutual benefit and for the benefit of their residents and of the State of Ohio (the "State").

NOW, THEREFORE, BE IT RESOLVED by the Montville Township Board of Trustees:

Section 1. The Board approves the form of the Contract now on file with the Clerk, subject to any revisions thereto following the public hearing provided for herein and to final approval by this Board.

Section 2. The Township shall hold a public hearing concerning the Contract commencing at 6:00 p.m. on December 8, 2009, 2009, at the Montville Township Administration Building. The public hearing shall allow for public comment and recommendations on the proposed Contract. The Township may include in the Contract any of those recommendations prior to final approval of the Contract. The Fiscal Officer is authorized and requested to cause notice of the time and place of the public hearing to be published in the _____, which is a newspaper of general circulation in the Township, 30 days prior to the public hearing.

Section 3. A copy of the text of the Contract, together with copies of District maps and plans related to or part of the Contract, shall be on file, for public examination, in the office of the Township Fiscal Officer.

Section 4. This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board and that all deliberations of this Board and of any of

its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 5. This resolution shall be in full force and effect from and immediately upon its adoption.

Trustee Shuran seconded the motion.

Upon roll call on the adoption of the resolution, the vote was as follows:

Trustee Ronald Bischof Yes
Trustee Jeff Brandon Yes
Trustee Jeff Shuran Yes

The foregoing is a true and correct excerpt from the minutes of the meeting on November 6, 2009, of the Board of Township Trustees of the Township of Montville, showing the adoption of the Resolution hereinabove set forth.

Mary Pawlowski
Mary Pawlowski
Montville Township Fiscal Officer

RESOLUTION NO. 052510.01
MONTVILLE TOWNSHIP, MEDINA COUNTY, OHIO

The Board of Township Trustees of the Township of Montville, County of Medina, State of Ohio, met in regular session on May 25, 2010, commencing at 7:30pm at the Montville Township Administration Building, 6665 Wadsworth Road, Medina, Ohio with the following Trustees present: Ronald Bischof, Jeff Brandon, ~~Jeff Churan~~.

Trustee Bischof made a motion for adoption of the following resolution:

WHEREAS, pursuant to Montville Township Resolution 120809.01, the Township of Montville and the City of Medina entered into a City of Medina-Montville Township Joint Economic Development District Contract (the "Contract") to create and provide for the operation of the Medina-Montville Joint Economic Development District (the "District") in accordance with Section 715.72 of the Revised Code for their mutual benefit and for the benefit of their residents and of the State of Ohio.

NOW, THEREFORE, BE IT RESOLVED that this Board finds and determines that the criteria under ORC 715.77(A)(1) has been met based on the following:

1. Montville Township Resolution 120809.01 which approved the Contract was passed by unanimous vote.
2. The creation of the District was proposed at the request of a one-hundred percent of the owners of property and/or businesses included within the proposed District (See Petitions of Property and/or Business Owners, attached hereto as Encl 1 to this Resolution, and hereby incorporated as if fully set forth herein).
3. The territory to be included in the proposed JEDD is zoned in a manner appropriate to the function of the proposed district.

Accordingly, the Board further finds and determines that Montville Township Resolution 120809.01 will not be submitted to the electors of the Township.

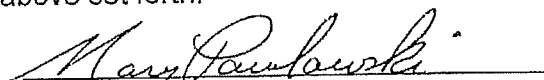
This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board and that all deliberations of this Board and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Trustee Brandon seconded the motion.

Upon roll call on the adoption of the resolution, the vote was as follows:

Trustee Ronald Bischof	<u>AYE</u>
Trustee Jeff Brandon	<u>AYE</u>
Trustee Jeff Shuran	<u> </u>

The foregoing is a true and correct excerpt from the minutes of the meeting on MAY 25, 2010, of the Board of Township Trustees of the Township of Montville, showing the adoption of the Resolution hereinabove set forth.


Mary Pawlowski
Montville Township Fiscal Officer

ORC 715.77 [Effective Until 7/2/2010] Election on contract approval.

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

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

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

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

(2) Unless the legislative authority of a county adopts a resolution under section 715.76 of the Revised Code disapproving the creation of a joint economic development district within thirty days after the filing made under that section, the legislative authority of each such county shall adopt a resolution acknowledging the receipt of the required documents, approving the creation of the joint economic development district, and, if the board of township trustees has not invoked its authority under division (A)(1) of this section, directing that the resolution of the board of township trustees approving the contract creating the joint economic development district be submitted to the electors of the township for approval at the next succeeding general, primary, or special election. If the board of township trustees chooses to submit approval of the contract to the electors of the township, the legislative authority of the county shall file with the board of elections at least seventy-five days before the day of the election a copy of the resolution of the board of township trustees approving the contract. The resolution of the legislative authority of the county also shall specify the date the election is to be held and shall direct the board of elections to conduct the election in the township.

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

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

If the board of township trustees chooses pursuant to division (A)(1) of this section not to submit the approval of the contract to the electors, the resolution of the board of township trustees approving the contract is subject to a referendum of the electors of the township when requested through a petition. When signed by ten per cent of the number of electors in the township who voted for the office of governor at the most recent general election, a referendum petition asking

that the resolution be submitted to the electors of the township may be presented to the board of township trustees. Such a petition shall be presented within thirty days after the board of township trustees adopts the resolution. The board of township trustees shall, not later than four p.m. of the tenth day after receipt of the petition, certify the text of the resolution to the board of elections. The board of elections shall submit the resolution to the electors of the township for their approval or rejection at the next general, primary, or special election occurring at least seventy-five days after such certification.

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

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

FOR THE RESOLUTION AND CONTRACT

AGAINST THE RESOLUTION AND CONTRACT"

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

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

Montville Township Trustees
6665 Wadsworth Road
Medina, Ohio 44256
330/725-8313 ~ FAX 330/722-6716

Trustee Chairman Jeff Brandon

Trustee Ron Bischof

Trustee Jeff Shuran

May 12, 2010

Property Owners:

1. Medina Community Healthcare Properties, LLC

PPN: 030-11B-04-021

Acreage: 19.171000

Address: 3080 Medina Road

Zoning District: Highway Commercial

2. Summa Health System

PPN: 030-11B-02-008

Acreage: 26.573300

Address: 3780 Medina Road

Zoning District: Office

3. Board of Education of the Medina City School District

PPN: 030-11A-16-156

Acreage: 5.240800

Address: 4765 Cobblestone Park Drive

Zoning District: R-1 Single Family Low Density Residential

There are no homes on this parcel.

4. Board of Education of the Medina City School District

PPN: 030-11A-06-029

Acreage: 16.584300





Address: 4704 Lexington Ridge Drive

Zoning District: Residential -2 (R-2)


There are no homes on this parcel.


Montville Business District
 Route 18
 Initial JEDD Districts

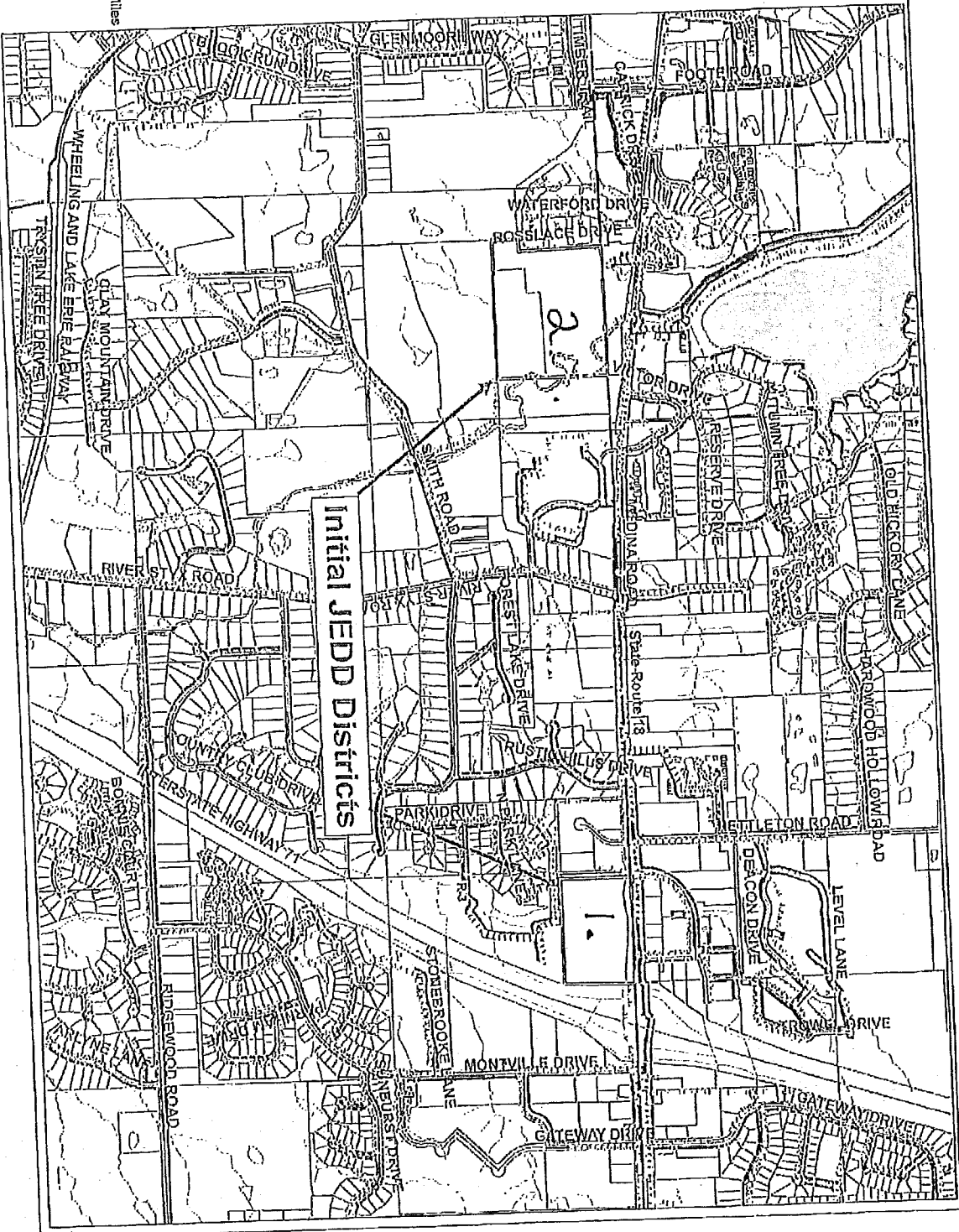
Legend

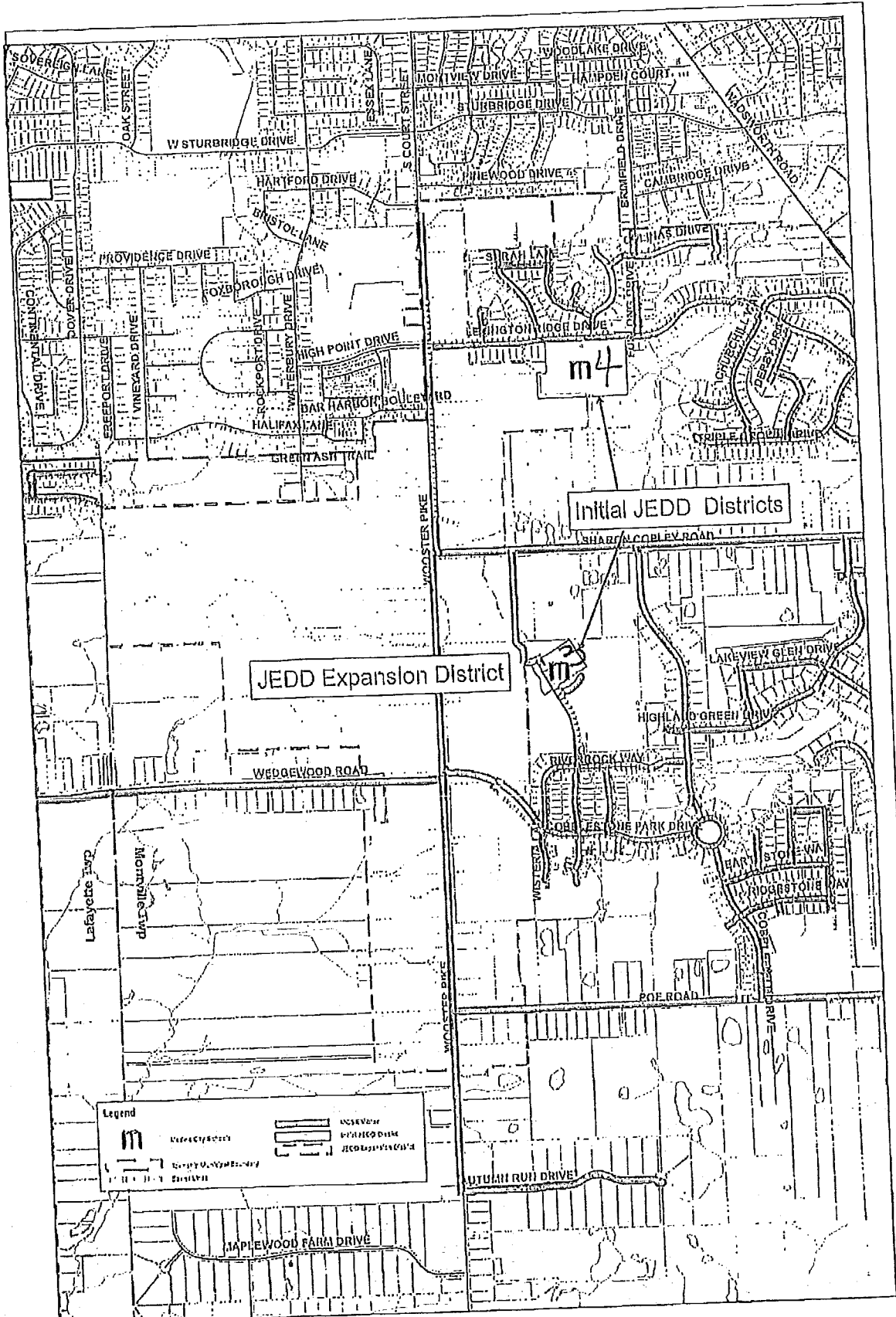
-  Township/Political Boundary
-  Initial JEDD Districts
-  Street Lines
-  NCSE Water

0 0.25 0.5 Miles



 Department of Planning Services





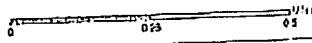
Legend

- Water District
- Sewer District
- Electric District
- Gas District

Initial JEDD Districts



April 1993



PETITION OF PROPERTY OWNERS AND OWNERS OF BUSINESS(ES) TO BE INCLUDED WITHIN THE CITY OF MEDINA-MONTVILLE TOWNSHIP JOINT ECONOMIC DEVELOPMENT DISTRICT PURSUANT TO OHIO REVISED CODE SECTION 715.76

The Undersigned represent one-hundred percent (100%) of the owners of property and one-hundred percent (100%) of the owners of business(es) to be included in the City of Medina-Montville Township Joint Economic Development District (hereafter, the "JEDD"). The Undersigned hereby petition for the addition of the parcels specified below, and the business(es) located on such parcels, if any, to the JEDD.

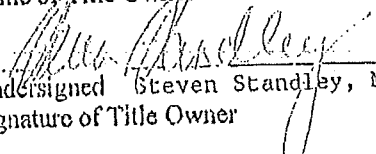
Further, the Undersigned, hereby acknowledge and specify that all of the documents described in Ohio Revised Code (ORC) Section 715.76 (a) through (e) are available for public inspection in the office of the Clerk of City Council of the City of Medina and in the office of the Fiscal Officer of Montville Township. Such documents include the following:

- (A) A signed copy of the JEDD contract;
- (B) A description of the areas to be included in the JEDD, including a map in sufficient detail to denote the specific boundaries of the areas and to indicate any zoning restrictions applicable to the areas;
- (C) The economic development plan described in division (C) Section 715.75 of the Revised Code;

PROPERTY OWNERS:

Medina Community Healthcare Properties, LLC
~~Fica Faith & Hope Land Development Company~~
 Name of Title Owner

Property Address


 Undersigned Steven Standley, Manager
 Signature of Title Owner

30-11B-04-021
 Parcel Number

Parcel Number

 Name of Title Owner

 Property Address

 Undersigned
 Signature of the Title Owner

 Parcel Number

 Parcel Number

BUSINESS OWNER(S):

UNIVERSITY HOSPITALS

Name of Business Owner

Mr. David L. Chief Admin.
Undersigned
Signature of Business Owner

Business Address

030-11B-04-031
Parcel Number

Parcel Number

Name of Business Owner

Business Address

Undersigned
Signature of Business Owner

Parcel Number

Parcel Number

Name of Business Owner

Business Address

Undersigned
Signature of Business Owner

Parcel Number

Parcel Number

Name of Business Owner

Business Address

Undersigned
Signature of Business Owner

Parcel Number

Parcel Number

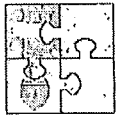
Name of Business Owner

Business Address

Undersigned
Signature of Business Owner

Parcel Number

Parcel Number



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 [Engineer Home](#)

Parcel Query - Parcel and Owner Information

PARCEL:

Parcel Number: 030-11b-04-021

Location: Montville Township

School District: Medina City

Acreage: 19.171000

Transfer Dates: 2005/01/18, 3000/01/01

Address(es): 3080.00-MEDINA ROAD-(Field),3070.00-MEDINA ROAD-(Field), SR18, SH95

Structure Type: 3,080,3,070

If this address doesn't seem right [click here](#).

Latitude/Longitude (of map center): 41.13503/-81.798253

OWNER:


Name: FAITH & HOPE LAND DEVELOPMENT COMPANY

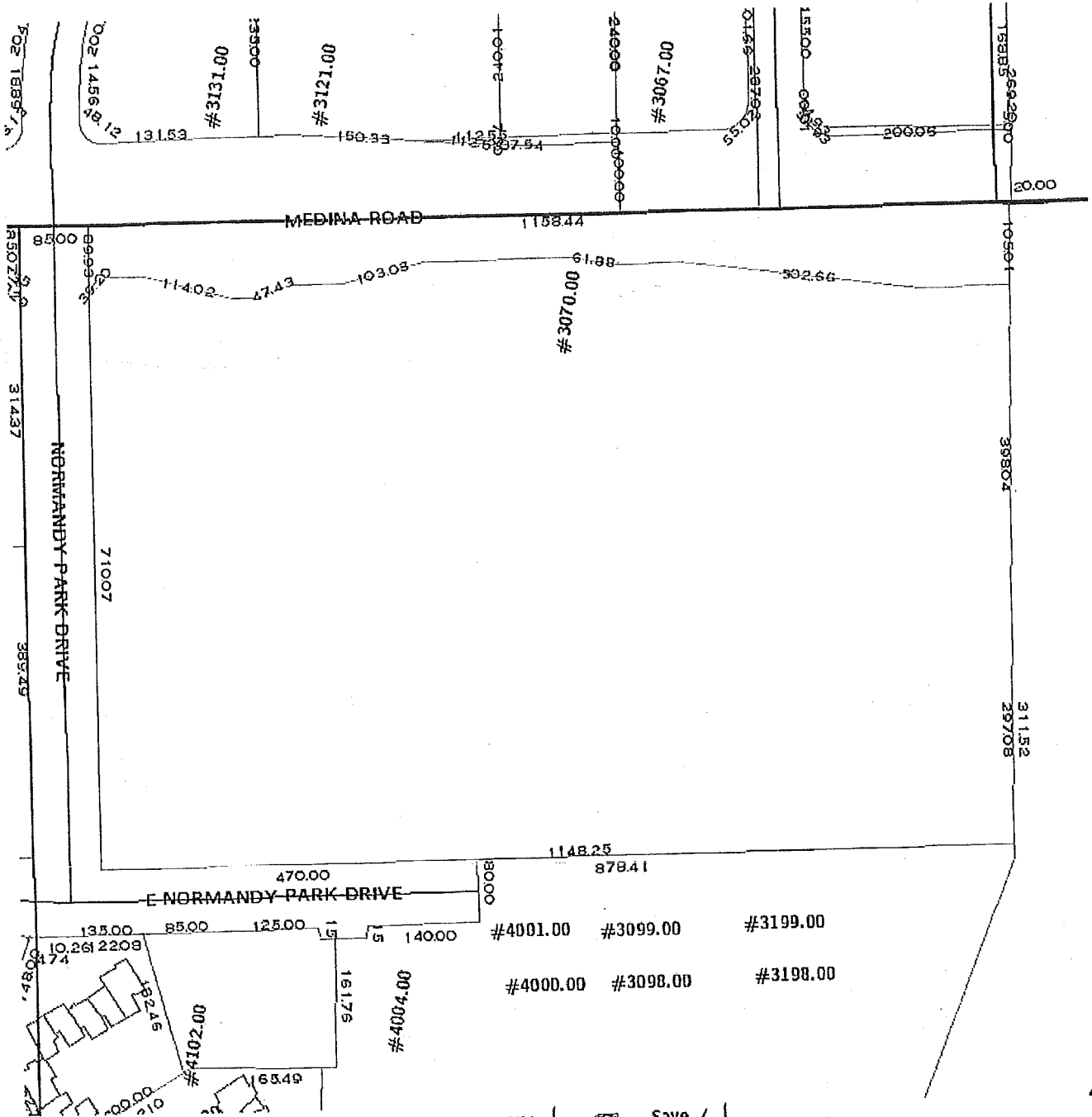
Percentage: 100.00

Parcel Query - Parcel Map

Layer Control

If the Layer Control is NOT Working Please Click Here.

 [Back to Pan/Zoom](#)



PDF of this map

Save / E-Mail

Parcel Query - Map Legend and Scale

PETITION OF PROPERTY OWNERS AND OWNERS OF BUSINESS(ES) TO BE INCLUDED WITHIN THE CITY OF MEDINA-MONTVILLE TOWNSHIP JOINT ECONOMIC DEVELOPMENT DISTRICT PURSUANT TO OHIO REVISED CODE SECTION 715.76

The Undersigned represent one-hundred percent (100%) of the owners of property and one-hundred percent (100%) of the owners of business(es) to be included in the City of Medina-Montville Township Joint Economic Development District (hereafter, the "JEDD"). The Undersigned hereby petition for the addition of the parcels specified below, and the business(es) located on such parcels, if any, to the JEDD.

Further, the Undersigned, hereby acknowledge and specify that all of the documents described in Ohio Revised Code (ORC) Section 715.76 (a) through (c) are available for public inspection in the office of the Clerk of City Council of the City of Medina and in the office of the Fiscal Officer of Montville Township. Such documents include the following:

- (A) A signed copy of the JEDD contract;
- (B) A description of the areas to be included in the JEDD, including a map in sufficient detail to denote the specific boundaries of the areas and to indicate any zoning restrictions applicable to the areas;
- (C) The economic development plan described in division (C) Section 715.75 of the Revised Code;

PROPERTY OWNERS:

SUMMA HEALTH SYSTEM HOSPITALS
Name of Title Owner

3780 MEDINA ROAD
MEDINA OH 44256
Property Address

Ushu K. in

Undersigned
Signature of Title Owner

030-11B-02-008
Parcel Number

Name of Title Owner

Property Address

Undersigned
Signature of the Title Owner

Parcel Number

BUSINESS OWNER(S):

SIGNET HEALTHCARE MEDINA, LLC.
Name of Business Owner



Undersigned
Signature of Business Owner

3780 MEDINA ROAD
MEDINA OH 44256
Business Address

030-11B-02-008
Parcel Number

Parcel Number

Business Address

Parcel Number

Parcel Number

Business Address

Parcel Number

Parcel Number

Business Address

Parcel Number

Parcel Number

Name of Business Owner

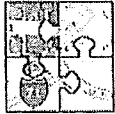
Undersigned
Signature of Business Owner

Name of Business Owner

Undersigned
Signature of Business Owner

Name of Business Owner


Undersigned
Signature of Business Owner



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 [Engineer Home](#)

Parcel Query - Parcel and Owner Information

PARCEL:

Parcel Number: 030-11B-02-008
Location: Montville Township
School District: Medina City
Acreage: 26.573300
Transfer Dates: 2009/09/14, 3000/01/01
Road: MEDINA ROAD, SR18, SH95
Latitude/Longitude (of picked point): 41.13572/-81.822509


OWNER:

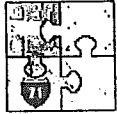
Name: SUMMA HEALTH SYSTEM HOSPITALS
Percentage: 100.00

Parcel Query - Parcel Map

[Layer Control](#)

If the Layer Control is NOT Working Please Click [Here](#).

 [Back to Pan/Zoom](#)



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Parcel Query - Parcel and Owner Information

PARCEL:

Parcel Number: 026-06D-32-238
Location: Medina Township
School District: Medina City
Acreage: 7.348400
Transfer Dates: 2009/09/14, 3000/01/01
Address(es): 3780.00-MEDINA ROAD-(Record), SR18, SH95
Structure Type: No structure-3,780
If this address doesn't seem right [click here](#).
Latitude/Longitude (of picked point): 41.136617/-81.824424

OWNER:

Name: SUMMA HEALTH SYSTEM HOSPITALS
Percentage: 100.00

Not in JEDD

Parcel Query - Parcel Map

Layer Control

If the Layer Control is NOT Working Please [Click Here](#).



Parcel Search



PDF of this map

Save / E-Mail

Parcel Query - Map Legend and Scale

Resolution 10-006
3/15/10

PETITION OF PROPERTY OWNERS AND OWNERS OF BUSINESS(ES) TO BE INCLUDED WITHIN THE CITY OF MEDINA-MONTVILLE TOWNSHIP JOINT ECONOMIC DEVELOPMENT DISTRICT PURSUANT TO OHIO REVISED CODE SECTION 715.76

The Undersigned represent one-hundred percent (100%) of the owners of property and one-hundred percent (100%) of the owners of business(es) to be included in the City of Medina-Montville Township Joint Economic Development District (hereafter, the "JEDD"). The Undersigned hereby petition for the addition of the parcels specified below, and the business(es) located on such parcels, if any, to the JEDD.

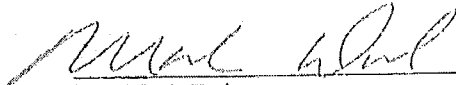
Further, the Undersigned, hereby acknowledge and specify that all of the documents described in Ohio Revised Code (ORC) Section 715.76 (a) through (c) are available for public inspection in the office of the Clerk of City Council of the City of Medina and in the office of the Fiscal Officer of Montville Township. Such documents include the following:

- (A) A signed copy of the JEDD contract;
- (B) A description of the areas to be included in the JEDD, including a map in sufficient detail to denote the specific boundaries of the areas and to indicate any zoning restrictions applicable to the areas;
- (C) The economic development plan described in division (C) Section 715.75 of the Revised Code;

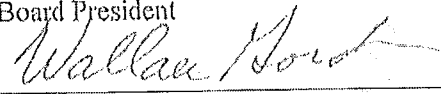
PROPERTY OWNERS:

Board of Education of the Medina City
School District

Ralph E. Waite Elementary School
4765 Cobblestone Park Drive
Medina, Ohio 44256

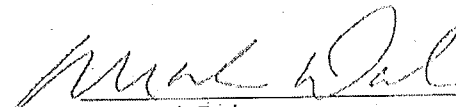

By: Mark Dolan
Board President

30-11A-16-156
Parcel Number

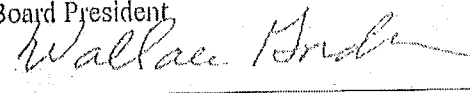

By: Wallace Gordon
Treasurer

Board of Education of the Medina City
School District

H. G. Blake Elementary School
4704 Lexington Ridge
Medina, Ohio 44256


By: Mark Dolan
Board President

30-11A-06-029
Parcel Number


By: Wallace Gordon
Treasurer

Medina City Schools Board of Education Meeting – March 15, 2010

RESOLUTION – JOINT ECONOMIC DEVELOPMENT DISTRICT

It is recommended that the Board of Education approve the resolution that represents one-hundred percent (100%) of the property owners and one-hundred percent (100%) owners of business(es) be included within the City of Medina-Montville Township Joint Economic Development District, as attached.

AYE Dolan AYE Vlcek AYE Freeman AYE Grenfell AYE Wilder

POLICIES FOR CONSIDERATION – SECOND READING

It is recommended that the Board of Education review for the second time, with possible adoption, the following *new, revised and replacement policies*:

Policy #2220	Adoption of Courses of Study
Policy #2340	Field and Other District-Sponsored Trips
Policy #2623	Student Assessment and Academic Intervention Services
Policy #3281	Use of Employee's Personal Property at School
Policy #4281	Use of Employee's Personal Property at School
Policy #5136	Wireless Communication Devices
Policy #5136.01	Electronic Equipment
Policy #6440	Cooperative Purchasing
Policy #6450	Local Purchasing
Policy #6460	Vendor Relations
Policy #6520	Payroll Deductions
Policy #7420	Hygienic Management

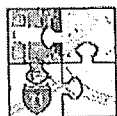
FIELD TRIP

It is recommended that the Board of Education approve the following overnight field trip, in compliance with Policy #2340, for the 2009-10 school year:

Key Club District
Convention

April 9 – April 11, 2010

Columbus, Ohio



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 **Engineer Home**

Parcel Query - Parcel and Owner Information

PARCEL:

Parcel Number: 030-11a-06-029

Location: Montville Township

School District: Medina City

Sublot: Block-C4 in the NORTHAMPTON HIGHLAND ESTATES SUBDIVISION PHASE 1 REPLAT NO 2 Subdivision

Acreage: 16.584300

Transfer Dates: 2000/12/29, 3000/01/01

Address(es): 4704.00-LEXINGTON RIDGE DRIVE-(Field), TH676

Structure Type: Church-4,704

If this address doesn't seem right [click here](#).

Latitude/Longitude (of map center): 41.11264/-81.857189

OWNER:


Name: BOARD OF EDUCATION OF THE MEDINA CITY SCHOOL DISTRICT

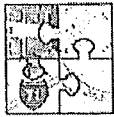
Percentage: 100.00

Parcel Query - Parcel Map

Layer Control

If the Layer Control is NOT Working Please Click Here.

 **Back to Pan/Zoom**



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Parcel Query - Parcel and Owner Information

PARCEL:

Parcel Number: 030-11a-16-156
Location: Montville Township
School District: Medina City
Sublot: 326 in the COBBLESTONE PARK SUBDIVISION PHASE 1A REPLAT NO 1 Subdivision
Acreage: 5.240800
Transfer Dates: 2008/03/26, 3000/01/01
Road: COBBLESTONE PARK DRIVE, TH837
Latitude/Longitude (of map center): 41.1029/-81.858891


OWNER:

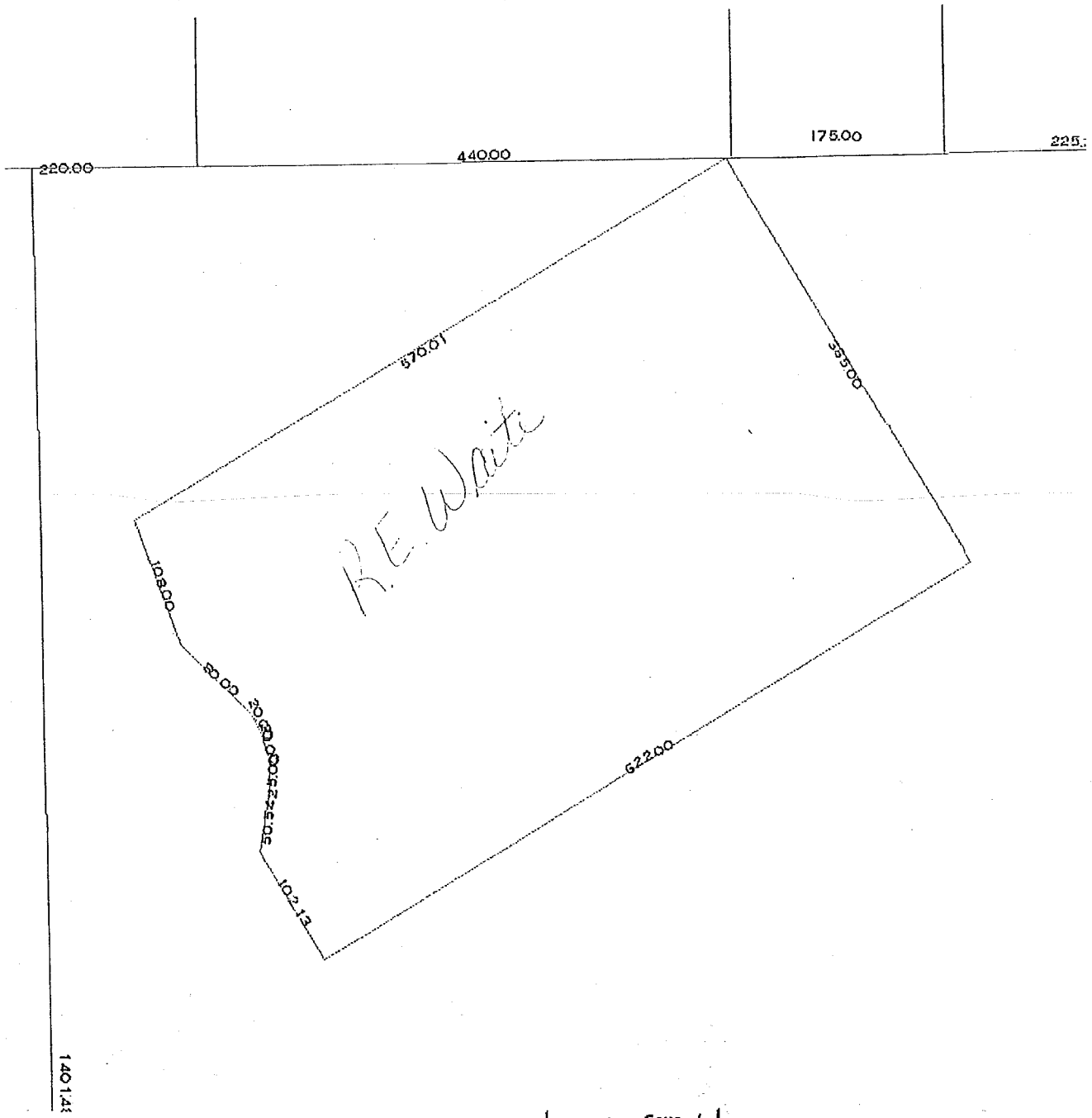
Name: BOARD OF EDUCATION OF THE MEDINA CITY SCHOOL DISTRICT
Percentage: 100.00


Parcel Query - Parcel Map

[Layer Control](#)

If the Layer Control is NOT Working Please Click [Here](#).

 [Back to Pan/Zoom](#)



 PDF of this map

 Save / E-Mail

Parcel Query - Map Legend and Scale

Resolution applicable to the specific use and parcel in question. Any use that is not specifically listed as either a permitted principal or conditional use or that does not meet the requirements for an accessory use shall be a prohibited use in these zoning districts and shall only be permitted upon amendment of this Resolution and/or the Zoning Map, as provided in ORC 519.12, or upon the granting of a variance.

**Sec. 430.3 SCHEDULE OF PERMITTED USES.
REFER TO SEC. 450.6 FOR SUPPLEMENTAL REGULATIONS.**

	O Office District	C-B Community Business District	H-C Highway Commercial District	R-C Rural Commercial District
A. Planned Commercial Development in compliance with Sec. 430.9	P	P		P
B. Offices and Medical Services				
1. Administrative, business and professional offices, including public administrative office	P	P	P	P
2. Automated teller machine	C	C	C	C
3. Financial establishment	P	P	P	P
4. Hospital, medical clinic, urgent care facility, ambulance/ emergency medical services, and accessory uses. (Revised December 13, 2007)	P	P	P	P
5. Medical or dental office	P	P	P	P
6. Research/testing laboratory	C	--	--	--
C. Retail Services, Entertainment				
1. Retail in completely enclosed buildings ^(a)	P*	P	P	P
2. Personal service facilities offering services directly to the public, including, but not limited to, hair care, dry cleaner, shoe repair, and photography studios	P*	P	P	P
3. Drive-thru facility associated with a permitted use	--	C	C	C
Notes to Schedule 430.3: *Effective June 22, 2006 P = Principal use permitted by right C = Conditional Use A = Accessory Use -- = Not Permitted ^(a) In determining a use to be a retail use, the Zoning Commission or BZA may consider the proportion of the display area vs. storage area and the proportion of the building façade devoted to display windows.				

	O Office District	C-B Community Business District	H-C Highway Commercial District	R-C Rural Commercial District
4. Restaurant	C	P	P	P
5. Establishments primarily engaged in rendering services to business establishments on a fee or contract basis, such as advertising and mailing; building maintenance; employment services; protective services; equipment rental and leasing	--	P	P	P
6. Copying services open to the general public on a retail basis	C	P	P	P
7. Funeral home	--	P	--	P
8. Instructional studios	--	P	--	P
9. Other services including carpet cleaning, small appliance and electronic repair	--	P	--	P
10. Indoor recreation	--	C	C	C
11. Sports/fitness center	--	C	C	C
12. Theater, indoor	--	C	C	C
13. Veterinary clinic (no outside kennel)	--	C	--	C
14. Self-storage facilities	--	--	--	C
D: Automotive/Transportation				
1. Agricultural equipment, construction equipment, implements sales, service and rental, provided such uses comply with Sec. 330.1	--	--	--	P
2. Automotive service station	--	C	C	C
3. Car wash (CB Effective 9/27/07)	--	C	C	--
4. Gasoline station with more than 5 islands or 10 pumps	--	--	C	--
5. Gasoline station with not more than 5 islands or 10 pumps in association with a retail store not exceeding 5,000 square feet	--	C	C	C
6. Automobile Dealership (Effective 10/12/06)	--	--	C	C
<p>Notes to Schedule 430.3:</p> <p>P = Principal use permitted by right C = Conditional Use A = Accessory Use -- = Not Permitted</p>				

	O Office District	C-B Community Business District	H-C Highway Commercial District	R-C Rural Commercial District
D. Lodging				
1. Hotel, motel	--	C	P	--
F. General Commercial				
1. Trade/contractor's facility including carpenter, cabinetry, upholstering, sheet metal, plumbing, heating, roofing, air conditioning, sign painting and other similar facilities	--	--	--	C
2. Vehicle, equipment, and/or machinery repair garage	--	--	--	C
G. Outdoor Activities				
1. Park/playground	C	C	C	C
2. Outdoor recreation	--	--	--	C
H. Community Facilities				
1. Assembly hall, meeting place for fraternal, charitable, social or other organization	--	C	--	P
2. Business school, college or university	C	C	C	C
3. Church or other place of worship	C	P	C	P
4. Congregate care facility	C	C	--	C
5. Day care center, child and/or adult	C	C	--	C
6. Library, museum	C	C	--	C
7. Post office	C	C	--	P
8. Public safety facility	P	P	P	P
9. Public service facility	--	--	--	P
10. School, public or private	--	C	--	P
I. Other Uses				
1. Wireless telecommunication tower and/or facility not classified as a public utility	Sec. 805.136			
2. Sexually oriented business in compliance with Sec. 330.6	--	--	P	--
3. Temporary retail sales and special events	See Sec. 330.4			
Notes to Schedule 430.3:				
P = Principal use permitted by right C = Conditional Use A = Accessory Use -- = Not Permitted				

	O Office District	C-B Community Business District	H-C Highway Commercial District	R-C Rural Commercial District
J. Accessory Uses:				
1. Accessory buildings	A	A	A	A
2. Accessory retail establishments in office buildings in compliance with Sec. 430.10C.	A	--	--	--
3. Fences and walls	A	A	A	A
4. Off-street parking and loading areas	A	A	A	A
5. Signs	A	A	A	A
6. Waste receptacles	A	A	A	A
Notes to Schedule 430.3: P = Principal use permitted by right C = Conditional Use A = Accessory Use -- = Not Permitted				

Sec. 430.4 LOT REQUIREMENTS.

The minimum lot requirements for uses in Commercial Districts are specified in Schedule 430.4 and are based on the type of street on which the lot fronts.

- A. Minimum Lot Area and Width. The area and width of the lot shall not be less than the dimensions set forth in Schedule 430.4.
- B. Minimum Lot Frontage. The minimum lot frontage shall be the same as the minimum lot width set forth in Schedule 430.4.
- C. Minimum Lot Width for Corner Lots. Corner lots shall have the same minimum lot width required for both street frontages.
- D. Maximum Impervious Surface.
 - 1. The impervious surface on a lot shall comply with the maximum percentage of the total lot area set forth in Schedule 430.4.
 - 2. The percentage shall be calculated by dividing the amount of the site that is covered by any material that substantially reduces or prevents the infiltration of stormwater by the total horizontal area of the lot. Impervious surfaces include, but are not limited to, roofs, streets, sidewalks, and parking lots paved with asphalt, concrete, compacted sand, compacted gravel or clay.

5. Off-street parking area, see also Sec. 410.8 F.
 6. Ponds and lakes, see also Sec. 330.5.
 7. Private swimming pool, see also Sec. 410.8 I.
 8. Private stable, see also Sec.330.1 C.
 9. Roadside stand, see also Sec. 330.1 B.
 10. Signs, see also Chapter 510..
 11. Storage or parking of recreational vehicles, see also Sec. 410.8 G.
 12. Temporary buildings for uses incidental to construction, see also Chapter 320, Sec. 320.4.
 13. Temporary garage sale or special event, see also Sec. 330.4.
- D. Although a use may be indicated as a permitted principal, conditional or accessory use in a particular residential district, it shall not be approved on a parcel unless it can be located thereon in full compliance with all of the standards and other regulations of this Resolution applicable to the specific use and parcel in question. Any use not specifically listed as either a permitted principal or conditional use shall be a prohibited use in these zoning districts and shall only be permitted upon amendment of this Resolution and/or the Zoning Map, as provided in ORC 519.12, or upon the granting of a variance.

Sec. 410.3 SCHEDULE OF USES.

	R-R	R-1	R-2	R-3
	Rural Residential District	Single-Family Low Density Residential District	Single-Family Suburban Residential District	Single-Family Urban Residential District
A. Residential				
1. Single-family detached dwellings	P	P	P	P
2. Single-family subdivision	P	P	P	P
3. Conservation Planned Residential Development in compliance with Chapter 414	P	--	--	--
4. Controlled Density Planned Residential Development in compliance with Chapter 414 (R-3 Effective 9/27/07)	--	P	P	P
Notes to Schedule 410.3				
P -- Principal use permitted by right. C-- Conditional use -- Not permitted				

	R-R	R-1	R-2	R-3
	Rural Residential District	Single-Family Low Density Residential District	Single-Family Suburban Residential District	Single-Family Urban Residential District
5. Planned Neighborhood Development in compliance with Chapter 412	--	P	--	--
6. Adult family home and family home for handicapped persons in compliance with Sec. 410.11.	P	P	P	P
7. Accessory Living Quarters	C	C	C	C
B. Community Facilities				
1. Cemetery	C	C	C	C
2. Church or other place of worship	C	C	C	C
3. Day care center, child and/or adult (Effective June 22, 2006)	C	C	C	C
4. Family Day Care Home, Type "B" (Effective June 22, 2006)	P	P	P	P
5. Essential services	P	P	P	P
6. Institution for higher education	--	--	C	--
7. Institutional meeting facility	--	--	C	--
8. Public safety facility	C	C	C	C
9. School, public or private, library	C	C	C	C
C. Recreation/Open Space				
1. Agriculture in compliance with Sec. 330.1	P	P	P	P
2. Camp facility, noncommercial including overnight and related accommodations	C	C	--	--
3. Golf course, country club, public or private	C	C	C	--
4. Park, playground, picnic area, public or private	C	C	C	C
5. Riding facility, noncommercial public or private	C	C	--	--
Notes to Schedule 410.3				
P -- Principal use permitted by right. C-- Conditional use -- Not permitted				

	R-R	R-1	R-2	R-3
	Rural Residential District	Single-Family Low Density Residential District	Single-Family Suburban Residential District	Single-Family Urban Residential District
6. Tennis club, club swimming pool or similar noncommercial recreation facility	C	C	C	C
D. Other				
1. Parking area for adjacent lot in commercial district	C	C	C	C
2. Wireless telecommunication tower and/or facility (Revised 5/28/09)	C	C	C	C
Notes to Schedule 410.3				
P -- Principal use permitted by right. C-- Conditional use -- Not permitted				

Sec. 410.4 LOT REQUIREMENTS.

Lots created in residential districts shall comply with the area and dimension requirements specified in Schedule 410.4 for the district in which the lot is located, except as otherwise regulated in Chapter 412 for Planned Neighborhood Developments and Chapter 414 for Planned Residential Developments.

- A. Minimum Lot Area and Width. The area and width of a lot shall not be less than the dimensions set forth in Schedule 410.4, unless a larger lot is required by the Medina County Health Department to adequately accommodate individual sanitary sewage disposal systems. The width of a lot shall be measured at the building line.
- B. Minimum Lot Frontage. The minimum lot frontage on any public or private street shall be the same as the minimum width at the building line (Effective June 22, 2006) except for lots on curved streets or cul-de-sacs, as set forth in Schedule 410.4.
- C. One Dwelling per Lot. There shall not be more than one dwelling constructed on a lot except as otherwise permitted in Chapter 412 for Planned Neighborhood Developments and Chapter 414 for Planned Residential Developments.

RESOLUTION NO. 062210.05
MONTVILLE TOWNSHIP, MEDINA COUNTY, OHIO

The Board of Township Trustees of the Township of Montville, County of Medina, State of Ohio, ("Board") met in regular session on June 22, 2010, commencing at 7:30 pm at the Montville Township Administration Building, 6665 Wadsworth Road, Medina, Ohio with the following Trustees present: Ronald Bischof, Jeff Brandon, Jeff Shuran.

Trustee Shuran made a motion for adoption of the following resolution:.

WHEREAS, the Board and the City of Medina have jointly filed documents required under Revised Code 715.76 to the Medina County Board of Commissioners for their approval of the City of Medina-Montville Township Joint Economic Development District (the "JEDD");

WHEREAS, these documents include Montville Township Resolution 110609.01 which provides for the acceptance of the JEDD contract with the City of Medina for the creation and operation of the JEDD.

WHEREAS, such Resolution incorrectly cites Section 715.71 of the Revised Code;

WHEREAS, at the time such Resolution was passed, the Board intended to be and was, in fact, acting in accordance with Section 715.72 of the Revised Code;

NOW, THEREFORE, BE IT RESOLVED:

1. That this Board hereby amends said Resolution by eliminating the first paragraph of Resolution 110609.01 and replacing it with the following paragraph:

"WHEREAS, the Township of Montville ("Montville") and the City of Medina ("Medina") have negotiated and intend to enter into a City of Medina-Montville Township Joint Economic Development District Contract (the "Contract") to create and provide for the operation of the Medina-Montville Joint Economic Development District (the "District") in accordance with Section 715.72 of the Revised Code for their mutual benefit and for the benefit of their residents and of the State of Ohio (the "State")."

2. That the Board hereby directs the Board Chairman to forward this resolution to the Medina County Board of Commissioners as part of the joint filing of JEDD documents required under R.C. 715.76, and acknowledges and consents to the

filing by the Medina City Council of an ordinance which is substantially similar to the instant resolution.

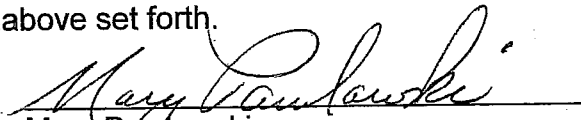
3. Finally, this Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board and that all deliberations of this Board and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Trustee Brandon seconded the motion.

Upon roll call on the adoption of the resolution, the vote was as follows:

Trustee Ronald Bischof	<u>Aye</u>
Trustee Jeff Brandon	<u>Aye</u>
Trustee Jeff Shuran	<u>Aye</u>

The foregoing is a true and correct excerpt from the minutes of the meeting on June 22, 2010, of the Board of Township Trustees of the Township of Montville, showing the adoption of the Resolution hereinabove set forth.


Mary Pawlowski
Montville Township Fiscal Officer

REGULAR MEETING – MONDAY, JUNE 28, 2010

The Board of County Commissioners of Medina County, Ohio, met in regular session on this date with the following members present:

Sharon A. Ray Patricia G. Geissman Stephen D. Hambley

Mrs. Geissman offered the following resolution and moved the adoption of same, which was duly seconded by Mr. Hambley.

RESOLUTION NO. 10-1558

RESOLUTION APPROVING THE CREATION OF THE CITY OF MEDINA-MONTVILLE TOWNSHIP JOINT ECONOMIC DEVELOPMENT DISTRICT

WHEREAS, the Board finds that Ohio Revised Code Section 715.77(A)(2) provides that unless the legislative authority of a county adopts a resolution under section 715.76 of the Revised Code disapproving the creation of a joint economic district within thirty days after the filing made under that section, the legislative authority of each such county shall adopt a resolution acknowledging the receipt of the required documents, approving the creation of the joint economic development district, and, if the board of township trustees has not invoked its authority under division (A)(1) of this section, directing that the resolution of the board of township trustees approving the contract creating the joint economic district be submitted to the electors of the township for approval at the next succeeding general, primary, or special election.

WHEREAS, the Board finds that the Montville Township Board of Township Trustees has invoked its authority under Ohio Revised Code Section 715.77(A)(1), choosing that the resolution of the board of township trustees approving the contract creating the joint economic district shall not be submitted to the electors of the Township for approval at the next succeeding general, primary, or special election.

NOW THEREFORE BE IT RESOLVED THAT, the Medina County Board of Commissioners acknowledge the receipt of the required documents as enumerated in Section 715.76(A) through (G) of the Revised Code.

BE IT FURTHER RESOLVED THAT, the Medina County Board of Commissioners approves the creation of the City of Medina-Montville Township Joint Economic Development District.

Board of Medina County Commissioners

Sharon A. Ray
Sharon A. Ray

Patricia G. Geissman
Patricia G. Geissman

Stephen D. Hambley
Stephen D. Hambley

Pamela M. Vereb
Pamela M. Vereb, Clerk

Voting AYE thereon: Ms. Ray, Mrs. Geissman, and Mr. Hambley

Adopted: June 28, 2010

Prepared by: Prosecutor's Office

I, PAMELA M. VEREB, CLERK OF THE BOARD OF COUNTY COMMISSIONERS OF MEDINA COUNTY, OHIO, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF A RESOLUTION ADOPTED BY SAID BOARD ON 6-28-10

Pamela Vereb 7-6-10
CLERK

SECOND AMENDMENT TO
CITY OF MEDINA-MONTVILLE TOWNSHIP
JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT

WHEREAS, the City of Medina (the "City") and Montville Township (the "Township") entered into a Joint Economic Development District and Annexation Contract (the "Contract") as of December 14, 2009; and

WHEREAS, initial drafts of the Contract provided for a Section 21 dealing with tax abatement, exemptions, incentives and TIFs; and

WHEREAS, Section 21 was inadvertently not contained in the final Contract; and

WHEREAS, Section 14 of the Contract provides that the Contract may be amended and that in order for the amendment to be effective, the legislative actions of the Contracting Parties must occur and be effective within a period of sixty (60) days of each other; and

WHEREAS, the City and the Township wish to amend the Contract to provide for the addition of Section 21 as previously drafted.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Contract, the Township and the City agree that the Contract shall be amended by adding the following section:

"Section 21. Tax Abatement, Exemptions, Incentives, TIFs. No tax abatements, tax exemptions, tax incentives or TIFs shall be granted on property within the JEDD District without the consent of both Contracting Parties."

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Township and the City have this Amendment to the Contract to be duly signed in their respective names by their duly authorized officers as of the date hereinbefore written.

TOWNSHIP OF MONTVILLE *Reso 091112.03*

By: *[Signature]*
Trustee - Chairman

By: *[Signature]*
Trustee - Vice Chairman

By: *[Signature]*
Trustee

CITY OF MEDINA

By: *[Signature]*
Mayor

APPROVED AS TO LEGAL FORM:

By: *[Signature]*
Attorney
Township of Montville

By: *[Signature]*
Law Director
City of Medina