ORDINANCE NO. 2117

AN ORDINANCE TO AUTHORIZE THE ENTERING INTO OF AN AGREEMENT WITH THE CITY OF TOLEDO TO PROVIDE FOR A JOINT ECONOMIC DEVELOPMENT ZONE, TO AMEND THE EXISTING WATER CONTRACT WITH THE CITY OF TOLEDO

WHEREAS, representatives of the City of Toledo and the City of Rossford have been working together to agree upon the terms of a contract under which the two cities would form a Joint Economic Development Zone; and

WHEREAS, under the terms of said contract the City of Toledo would provide water to the Joint Economic Development Zone and certain other services and the City of Rossford would supply municipal services as set forth in said contract; and

WHEREAS, the terms of said contract as shown by Exhibit "A" attached hereto and made a part hereof have been agreed to by the administration of the City of Rossford and the administration of the City of Toledo; and

WHEREAS, it is necessary that the legislative bodies of both cities ratify and approve said contract; and

WHEREAS, the Council of the City of Rossford has reviewed the terms of this proposed contract; and

WHEREAS, it is determined that it will be in the best interests of the public health, safety and welfare of the residents of the City of Rossford to enter into said contract with the City of Toledo; and

WHEREAS, said contract provides for certain amendments and additions to the existing contract for the supply of water entered into between the two cities on the 27th day of May, 1988 and authorized by the Council of the City of Toledo in Ordinance No. 880-88, and authorized by the City of Rossford under Ordinance No. 1878.

NOW THEREFORE BE IT ORDERED BY THE COUNCIL OF THE CITY OF ROSSFORD, WOOD COUNTY, OHIO THAT:

Section 1. The Mayor of the City of Rossford is hereby authorized to sign on behalf of Rossford the proposed JEDE agreement with the City of Toledo as set forth in Exhibit "A" attached hereto and made a part hereof.

Section 2. Said agreement shall be effective, after approval by the Council of the City of Toledo, as of the date of the execution of said agreement.

Section 3. Council hereby finds that all actions taken relative to the consideration and adoption of this ordinance were in full compliance with law, including the applicable law relating to "Open Meetings".

Section 4. Council finds that this ordinance has been published according to law.

Passed this 11th day of November 1991.

Mayor

Date of Mayor's approval: 11/11/91

Prepared and Approved As To Form

Matt Kelb, Law Director
City of Rossford, O.
CONTRACT FOR

JOINT ECONOMIC DEVELOPMENT ZONE

BETWEEN THE CITIES OF TOLEDO AND ROSSFORD

THIS CONTRACT, dated as of February 26, 1992, between the City of Toledo, Ohio, a municipal corporation organized and existing under its Charter and the Constitution and certain laws of the State of Ohio ("Toledo"), and the City of Rossford, a municipal corporation organized and existing under its Charter and the Constitution and certain laws of the State of Ohio ("Rossford").

WITNESSETH:

WHEREAS, Rossford is contiguous to certain real estate, the majority of owners of which desire to obtain needed municipal services the provision of which will significantly facilitate the development thereof; and

WHEREAS, the annexation of such real estate into the City of Rossford will result in the provision of most municipal services to such property by Rossford with the principal exception of water services, which shall, by the terms hereof, be supplied by Toledo; and

WHEREAS, the City of Toledo is, under proper circumstances, able to extend the provision of water services to Rossford and to certain contiguous real estate in a cost effective manner; and

WHEREAS, both Rossford and Toledo believe that the provision of municipal services, including water services, will result in beneficial development and creation of employment opportunities within Rossford and in the surrounding area, including Toledo; and

WHEREAS, Toledo and Rossford desire cooperative regional development and job creation for the benefit of Toledo and Rossford and their residents and all of northwest Ohio, and desire to facilitate new and expanded growth for commercial and industrial development in the State; and

WHEREAS, Toledo and Rossford both recognize that benefits could be derived from a regional system of supplying water and sewage services, that there are on-going studies to such end, and that it may be desirable for both cities to cooperate in such a program; but that the complexity of that issue (which may affect other jurisdictions such as school districts) and time constraints now require some action to make such services available to the areas included herein; and

WHEREAS, in furtherance of their objectives, Toledo and Rossford desire to enter into a contract under the authority of Ohio Revised Code
Section 715.69 and all other authority granted to them under the Constitution and laws of the State of Ohio and the Charters and ordinances of Toledo and Rossford in order to mutually form a joint economic development zone and to set forth their mutual agreements to cooperate on certain annexations and related matters and their mutual agreement and understandings with respect to the establishment and designation of a joint economic development zone, the sharing of costs of improvements in that zone, their respective contributions to the zone and the distribution between them of certain municipal income tax revenues;

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

DEFINITIONS

In addition to the words and terms defined elsewhere in this Contract, the words and terms set forth below shall have the meanings ascribed to them below for all purposes of this Contract.

"Additional Payment Income" means (i) the income earned by persons employed by businesses located on property within the JEDZ on the date the JEDZ is created or expanded to include that property and (ii) the net profits on such businesses.

"Amended Section 1 Property" means that portion or all of the Assemblage within the area shown in Exhibit "A" hereto which is successfully annexed to Rossford pursuant to petitions filed by property owners, pursuant to Section 1 of this Contract.

"Board of County Commissioners" means the Board of County Commissioners of Wood County, Ohio.

"Designated JEDZ Representatives" means, collectively, (i) the person designated from time to time by the chief administrative officer of Toledo to serve as a Designated JEDZ Representative on behalf of Toledo and (ii) the Mayor of Rossford, or his designee.

"Gross Revenues" means total income tax collections less refunds.

"JEDZ Income" means (i) the income earned by persons employed by businesses that locate in the JEDZ and (ii) the net profits of such businesses.

"JEDZ" means the joint economic development zone designated in Section 3 of this Contract, as that zone may be expanded from time to time pursuant to Sections 2 and 11 of this Contract.

"Assemblage" means all the real estate within the perimeter of the area shown in Exhibit A hereto.
ANNEXATIONS

Section 1. As soon as practicable after the approval of this Contract by the legislative authorities of Toledo and Rossford and the execution and delivery of this Contract, Rossford shall proceed to encourage and assist property owners of the Assemblage as set forth in Exhibit "A" to execute and deliver to the Board of County Commissioners of Wood County appropriate petitions for the purpose of annexing the Assemblage to Rossford.

In the event that subsequent events demonstrate the impracticability of annexing all of the Assemblage to Rossford, which determination of impracticability shall be mutually agreed by the parties, then the parties shall make a mutually agreed adjustment in the boundaries of the area shown in Exhibit "A" hereto. Thereafter, Rossford shall assist the requisite property owners to execute and deliver to the Board of County Commissioners appropriate petitions for the purpose of annexing to Rossford the smaller area mutually agreed upon by the parties.

Toledo and Rossford shall cooperate with each other and fully support the subject annexation throughout the petition process, including support therefor before the Board of County Commissioners, and throughout any appeals or other litigation.

Upon delivery by Rossford to Toledo of the written commitment of at least a majority of the landowners of all or any part of the Assemblage, as mutually adjusted, to participate as Petitioners for the annexation thereof to Rossford, Toledo shall begin preparations to extend water service thereto; provided, however, that Toledo shall not be obligated to do so until annexation is completed and the annexed property is thereby subject to the tax sharing provisions of this Contract.

CREATION OF A JOINT ECONOMIC DEVELOPMENT ZONE

Section 2. In the event the Annexed Section 1 Property is annexed to Rossford, then effective upon the annexation thereof to Rossford, Toledo and Rossford hereby designate and establish the Annexed Section 1 Property as the JEDZ.

CONTRIBUTION OF SERVICES

Section 3. From and after the annexation of the Annexed Section 1 Property, Rossford shall furnish or cause to be furnished to the properties from time to time included in the JEDZ all usual and customary municipal services furnished by Rossford to other properties in Rossford including, but not limited to, the following: administration of zoning, leaf collection, refuse collection, maintenance of ditches and drainage water courses and storm sewers, maintenance of roads, streets, highways and bridges, snow removal, police protection, fire protection, ambulance and emergency services, building inspection and general administration.
Toledo may furnish to the JEDZ such services as the parties deem appropriate and as allowed by law, including but not limited to: economic development services, federal and state grants and loans, including, without limitation, highway construction "M" financing, housing and neighborhood development and redevelopment services, construction and engineering services, and such other services as the parties may mutually agree. Services contributed by Toledo shall specifically include the provision of water pursuant to the same terms and conditions as exist in the present Toledo/Rossford Water Service Agreement. With particular regard to the provision of water by Toledo, the parties hereby agree that upon the annexation of the Annexed Section 1 Property (or any portion thereof), Rossford and Toledo shall amend the existing Water Service Agreement between Rossford and Toledo dated May 27, 1988 in the following material aspects together with such other terms as the parties hereto shall mutually deem appropriate:

(a) The Rossford Water Service Area shall be amended to include the Annexed Section 1 Property or such portions thereof that are annexed to the City of Rossford such that present Wood County water customers within the Annexed Section 1 Property and any new water customers within that area shall become Rossford water customers to be supplied, at retail rates, by Toledo pursuant to Sections 1(b), 10 and 14 of the 1988 Agreement;

(b) Arrangements shall be incorporated into the water service agreement as between Toledo and Rossford in their relation to Wood County for the re-adjustment, if necessary, of trunk water lines within the area and water service boundaries located within the Wood County Water District at no cost to the City of Toledo; and

(c) Said agreement shall incorporate the commitment by Toledo that it will not provide water, transported over lines within the JEDZ, to any other area upon terms more favorable to the water recipient than those afforded Rossford.

Upon amendment of the Rossford-Toledo Water Service Agreement dated May 27, 1988, pursuant to the authority and guidance of Section 21 thereof, the new agreement shall, by reference incorporate all other terms thereof which are not particularly intended to be changed hereby, which shall remain in full force and effect until amended, if at all, by the mutual agreement of the parties.

The provision of sanitary sewer and wastewater treatment services within Rossford as the boundaries thereof may be enlarged pursuant hereto, shall be accomplished by Rossford by separate contract. In the event that Rossford contracts therefor with another jurisdiction, Toledo reserves the
right to review the terms thereof for the sole purpose of determining that there will be no adverse impact upon its water distribution service agreement with Rossford.

The parties recognize that sanitary sewer and wastewater treatment services are integral in the extension of water services to new areas. The parties further agree to cooperate with one another so that, where determined by Toledo to be technically feasible, properties presently situated in the Wood County Sewer District may be included within a new Toledo/Rossford Sewer District.

**ADMINISTRATION**

Section 4. Each Designated JEDZ Representative shall be responsible for communicating and consulting with the Designated JEDZ Representative of the other city with respect to all matters affecting the JEDZ, administering the JEDZ, advising various official bodies with respect to the activities of the JEDZ, and planning the orderly and mutually beneficial development of the JEDZ.

**ZONING**

Section 5. The zoning of the annexed territory shall be determined by the Council of Rossford in accordance with the Charter, ordinances, rules, procedures and regulations of Rossford. Rossford City Council shall, on any zoning applications for parcels within the JEDZ, receive and consider the recommendations of the Designated JEDZ Representatives concurrent with those of the Rossford Municipal Planning Commission. Rossford recognizes that Toledo derives benefits from the JEDZ to the extent that property within the JEDZ is devoted to commercial and industrial uses. Toledo recognizes that Rossford derives benefits from residential uses as well as commercial and industrial uses of property within the JEDZ. Rossford also recognizes that certain industrial, commercial or residential projects are in various stages of planning and/or development for property described in Exhibit "A". Rossford shall give full and fair consideration to all said projects in accordance with the Rossford zoning procedures.

**IMPROVEMENTS**

Section 6. Infrastructure improvements and repairs within the JEDZ shall be undertaken, paid for and the costs shared in such manner as the parties may mutually agree. If at some time in the future the City of Toledo makes use of such infrastructure to service areas outside the JEDZ it may do so without the prior consent of the City of Rossford, but water to such areas shall not be supplied on terms more favorable than that which is afforded to the City of Rossford. The usage of the infrastructure to supply others outside the JEDZ shall be a relevant factor in the consideration of how the cost of further infrastructure improvement and repairs may be shared between the parties.
Such improvements may be undertaken by property owners, developers, the Board of Wood County Commissioners, Rossford or Toledo. Nothing herein shall be construed as imposing upon either party an obligation to undertake and pay for improvements other than as the parties may subsequently agree from time to time.

**Costs**

Section 7. All costs and expenses (excluding legal expenses) related to the designation and establishment of the Joint Economic Development Zone shall be shared by Toledo and Rossford in the same proportion as the parties share income tax collections pursuant to this Contract. In the event that Rossford is required to make any payment or payments to Perrysburg Township in accordance with Sections 709.12, 709.19 and/or 709.191 of the Ohio Revised Code as a result of the annexation of the Annexed Section 1 Property (but excluding, for purposes of determining whether such payments result from the annexation of those areas, any other area in Perrysburg Township annexed by Rossford), Toledo shall pay to Rossford the appropriate proportion of that expense as referred to above within 30 days after Rossford makes payment to Perrysburg Township and notifies Toledo’s Designated JEDZ Representative that the payment to Perrysburg Township has been made.

The parties recognize and acknowledge that the Charters and laws applicable to Toledo and Rossford contain certain restrictions upon the expenditure of funds, e.g., approval by City Council, a certificate of the fiscal officer and similar provisions. Nothing contained within this Contract shall be construed as obligating either party to expend funds except in accordance with the procedures and with the approvals provided for in those Charters and laws applicable to Toledo and Rossford, respectively. Prior to incurring any cost which one of the parties believes should be a shared cost, that party shall specifically advise and consult with the other party through their Designated JEDZ Representatives.

**Municipal Income Tax**

Section 8. The Rossford municipal income tax shall be imposed and collected in the JEDZ in accordance with Chapter 193 of the Rossford Municipal Code. Rossford and Toledo shall proportionately share, in each year, the Gross Revenues received from the collection of the Rossford municipal income tax imposed on JEDZ Income as follows: 1.635% to Rossford and 0.615% to Toledo, based upon the present 2.25% Rossford municipal income tax rate.

Promptly following the last day of each April, July, October and January, but under no circumstances later than 30 days following each such last day, Rossford shall deliver to Toledo, in lawful moneys of the United States of America, the portions of the amounts due to Toledo under this paragraph received by Rossford during the three calendar months ending on such last day. In the event that the quarterly amount due and owing to
Toledo is a negative amount, then that negative amount shall be set off against the next quarterly amount paid by Rossford to Toledo.

Rossford and Toledo recognize the existence of various concepts with respect to tax sharing which may have significant financial impact upon economic development. The parties hereto agree that they will fairly consider any such concepts as they may be proposed within the JEDZ from time to time in the future.

TERM OF CONTRACT

Section 9. This contract shall be in force and effect for an initial term ending on May 27, 2008. It is anticipated that the high degree of cooperation and communication called for by this Contract will itself constitute ongoing review and evaluation of the effectiveness of this contract by both parties. Nevertheless, at least every five (5) years, the Designated JEDZ Representatives shall meet to formally review this Contract and the operation of the JEDZ and recommend to their respective cities any appropriate changes or modifications to the Contract.

RENEWAL OF CONTRACT

Section 10. At the expiration of the initial term of this Contract, the Contract shall be renewed for such further periods as will be coincident with the renewal term, if any, of the Water Service Contract between the parties hereto dated May 27, 1988, or the term of any other agreement between the parties for the supply of water by Toledo to Rossford. The intent herein being that so long as Toledo supplies water to the JEDZ area, then this JEDZ contract shall be in full force and effect. Nothing herein prohibits the parties from terminating this Contract at any time upon such terms and conditions as the parties may agree so long as such termination is by mutual agreement as provided herein.

EXTENSION OF TERRITORIAL LIMITS OF JEDZ

Section 11. In the event that additional territory is annexed to Rossford which lies within the boundaries established on Exhibit "A", the parties agree that to the extent permitted by law such territory shall, without further action by the parties, be added to and become part of the JEDZ and subject to all of the terms and conditions of this Contract on the first day of the calendar month next following the month in which the annexation is completed. If such an expansion of the JEDZ is not permitted by law, the parties agree to enter into a separate contract with substantially the same provisions as this Contract designating and establishing that additional territory as a joint economic development zone immediately upon the effective date of the annexation.
EFFECTIVE DATE

Section 12. In order for this Contract to become effective, the same shall be authorized by appropriate ordinances adopted by the legislative authorities of Toledo and Rossford. In the event that the legislative authority of one of the parties does not adopt legislation authorizing this Contract within sixty (60) days after the legislative authority of the other party has adopted legislation authorizing this Contract, then, in that event, this Contract shall be null and void and neither party shall have any claim against the other pursuant to this Contract, except that the parties may, as they mutually agree, extend such date.

MODIFICATION OF CONTRACT

Section 13. This Contract may be modified by the parties only in a writing approved by the legislative authorities of both parties by appropriate ordinances authorizing such modification. Such modification, in order to be effective, must be authorized by appropriate legislation passed by the legislative authority of Toledo within ninety (90) days of the authorizing legislation passed by the legislative authority of Rossford, and vice versa.

SUPPORT OF CONTRACT

Section 14. In the event this Contract, or any of its terms, conditions, or provisions, is challenged by any third party or parties in a court of law, the parties agree to cooperate with one another in defending this Contract with the object of upholding this Contract. Each party shall bear its own costs in any such proceeding challenging this Contract or any term or provision thereof.

EXECUTION OF OTHER DOCUMENTS

Section 15. The parties agree to cooperate with one another in the implementation of this Contract and to execute or cause to be executed, in a timely fashion, all other necessary instruments, petitions and similar documents in order to effectuate the purposes of this Contract. This Contract shall be executed in duplicate, both copies constituting an original.

SEVERABILITY

Section 16. The invalidity or unenforceability of any one or more phrases, sentences, sections, or clauses herein contained shall not
affect the validity or enforceability of the remaining portions hereof or any part thereof and the same shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Contract by their duly authorized officers this 26th day of February, 1992.

WITNESSED AS TO THE CITY OF TOLEDO

[Signatures]

THE CITY OF TOLEDO

By

Thomas R. Hoover, City Manager

WITNESSED AS TO THE CITY OF ROSSFORD

[Signatures]

THE CITY OF ROSSFORD

By

Mark G. Suchowski, Mayor

APPROVED AS TO FORM:

Keith A. Wilkowski, Law Director
City of Toledo

[Signature]

Matt Kolb, Sr., Law Director
City of Rossford

APPROVED AS TO CONTENT:

Michael J. White, Director
Department of Public Utilities
BEGINNING at a point of intersection of the Southeastern boundary of the Rossford Corporation Line and Glenwood Road; thence in a Southerly direction along Glenwood Road to a point of intersection at State Route 20; thence in a Northwesterly direction along State Route 20 to a point of intersection with Simmons Road; thence in a Northerly direction along Simmons Road to a point of intersection of Interstate 75; thence in a Northeasterly direction along I-75 to a point of intersection with Bates Road; thence in a Northerly direction along Bates Road to a point of intersection with Buck Road; thence in an Easterly direction to a point of intersection with the Southwestern boundary of the Rossford Corporation Line; thence following along the Southern Rossford Corporation Line, in an Easterly direction, to the point of beginning.