

**AMENDMENT TO BATH-AKRON-FAIRLAWN  
JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT**

This Amendment is made this 7<sup>th</sup> day of APRIL, 2004, to the Bath-Akron-Fairlawn Joint Economic Development District Contract which was entered into as of July 21, 1998, by and between the Township of Bath ("Bath Township"), a township existing and operating under laws of the State, the City of Akron ("Akron"), a municipal corporation existing and operating under the laws of the State, including the Akron Charter, and the City of Fairlawn ("Fairlawn"), a municipal corporation existing and operating under the laws of the State, including the Fairlawn Charter, in accordance with the terms and provisions set forth herein, including their respective successors, in whole or in part.

WHEREAS, Bath Township, Akron and Fairlawn entered into a Contract on July 21, 1998 to create and provide for the operation of the Bath-Akron-Fairlawn Joint Economic Development District (the "District") in accordance with Sections 715.70 and 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"); and

WHEREAS, the parties desire to amend the JEDD contract with regard to revenue sharing and other provisions of the JEDD Contract.

NOW, THEREFORE, in consideration of the mutual promise and covenants set forth in this amendment to the JEDD Contract, Bath Township, Akron, and Fairlawn, agree and bind themselves, their agents, employees and successors, as follows:

Paragraph 1. Section 5 of the JEDD Contract is hereby amended by the addition of a new first paragraph which shall be inserted immediately following the title "Section 5. Water." and immediately preceding subsection (A):

The parties recognize that the majority of Bath Township is not served by Akron water service. To the extent that Akron has water service facilities available within Bath Township, the following guidelines shall apply. This section imposes no requirements upon Akron to construct and own any additional water facilities within Bath Township except as set forth in Amended Exhibit 2. Bath Township, through a resolution of the trustees must consent in advance to any water tap-in or water connection, and/or to any water line, water extension or water lateral, extending outside the boundary of the JEDD. Additionally Fairlawn must consent to any water tap-in connection, and /or to any water line, water extension or water lateral, extending outside the boundary of the JEDD if JEDD revenue is to be used to pay for said item(s).

Paragraph 2. Section 5 of the JEDD Contract is hereby amended to delete references to 'Exhibit 2' and insert as replacement the phrase 'Amended Exhibit 2'. Amended Exhibit 2 is attached to this Amendment and is incorporated herein. Exhibit 2 of the original JEDD Contract is hereby deleted and is replaced by Amended Exhibit 2.

Paragraph 3. Section 6 of the JEDD Contract is hereby amended by the addition of a new first paragraph which shall be inserted immediately following the title "Section 6. Sewer." and immediately preceding subsection (A):

The parties recognize that the majority of Bath Township is not served by Akron sewer service. To the extent that Akron has sewer facilities available within Bath Township, the following guidelines shall apply. This section imposes no requirements upon Akron to construct and own any additional sewer facilities within Bath Township except as set forth in Amended Exhibit 3. Bath Township, through a resolution of the trustees, must consent in advance to any sewer tap-in or sewer connection, and/or to any sewer line, sewer extension or sewer lateral, extending outside the boundary of the JEDD. Additionally, Fairlawn must consent to any sewer tap-in or sewer connection, and/or to any sewer line, sewer extension or sewer lateral extending outside the boundary of the JEDD if JEDD revenue is to be used to pay for said item(s).

Paragraph 4. Section 6 of the JEDD Contract is hereby amended to delete references to 'Exhibit 3' and to insert as replacement the phrase 'Amended Exhibit 3'. Amended Exhibit 3 is attached to this Amendment, is incorporated herein and replaces Exhibit 3 to the original JEDD Contract. Exhibit 3 to the original JEDD Contract is hereby deleted and replaced by Amended Exhibit 3.

Paragraph 5. Section 8(A) of the JEDD Contract is hereby amended to read as follows:

Section 8. Revenue Sharing with Bath Township.

A. REVENUE SHARING. Akron and Fairlawn, in recognition of the fact that the residents of Bath Township do not desire further intensive commercial development nor extensive water and sewer lines in the township, agree that in lieu of the development of water and sewer lines beyond those shown on Amended Exhibits "2" and "3", Bath Township shall receive the following two forms of payments:

1. A payment representing ten percent (10%) of the net District revenue for six (6) years of this Contract commencing on January 1, 2000. Net District revenue is that amount of yearly revenue which is in excess of the JEDD expenses including, but not limited, to, JEDD administrative costs, the cost of (or the debt service on debt incurred to finance) other payments to and/or investments in Bath Township pursuant to this Agreement, as amended, and infrastructure within Bath Township including but not limited to, water and sewer facilities shown on Amended Exhibits 2 and 3. The highway improvements identified as follows: (1) North Cleveland-Massillon Road from State Route 18 North to Springside Drive; and (2) State Route 18 from Cleveland-Massillon Road to I-77 shall be paid in full from the net district revenue during the first year of the Contract if timely completed. Because construction of the water and sewer facilities will take place over several years and the project costs will not be certain until construction has occurred, Bath Township will receive its payment at the end of the seventh year of the Contract. Total District expenses, as approved by the District Board, for six years after the first year of the Contract will be deducted from the total District revenues for six years after the first year of the Contract. The payment representing ten percent of the net District revenues will be delivered to Bath Township on or before March 15, 2006. Bath Township has

determined that this payment shall be used for the purpose of enhancing the rural residential character of Bath Township.

The parties agree that the net District revenue, but not yet payable under this contract, due to Bath Township as of September 1, 2003 is \$2,273,509.00. This amount and ten percent of the amount of net District revenue as hereinafter defined, between September 1, 2003 and December 31, 2005, will be paid to Bath Township on or before March 15, 2006.

The amount of net District revenue for the Period defined as September 1, 2003 through December 31, 2005 shall be determined by the following formula:

Gross revenue (Income Tax Receipts received for the Period Less Refunds)  
Less these actual expenses due and payable, and paid during the Period:

Administrative expenses (1% of income tax collections)  
Ghent/Cleveland-Massillon Water line (100% capital improvement costs)  
Cleveland-Massillon Sewer Line (100% capital costs)  
Montrose Water Pump Station Expenses (37% capital improvement costs)  
All other Project Expenses of projects requested by Bath and constructed  
by January 1, 2006 (100%)  
Legal Fees directly related to Bath JEDD  
JEDD advertisement/display  
Hydrant Expenses  
Bath Payment set forth in Section (8)(A)(2) (50% i.e. \$125,000)  
Miscellaneous Expenses not to exceed \$5,000 per year

Gross revenue less the expenses shown above shall constitute net District revenue.

In calculating Bath Township's portion of net District revenue, the real property taxes to be paid to Bath Township under subsection 8(B) shall not be deducted from gross revenue as an expense.

(2) Bath Township shall receive from the net District revenue the sum of Two Million Five Hundred Thousand Dollars (\$2,500,000.00) to be paid over the course of ten years, in equal yearly payments commencing March 15, 2000 in the amount of \$250,000.00 each. In calculating net District revenue for purposes of Subsection 8(A)(1), one-half of the yearly payment shall be deducted as an expense.

(3) Bath Township shall receive an additional \$25,000.00 from Akron and an additional \$25,000.00 from Fairlawn from JEDD revenue for roadway restoration to Wye Road and/or Cleveland Massillon Rd. for disturbance to the roadway surface resulting from the construction by Akron of the Robinwood Hills pump station force main (Springside Drive to north of Granger Road).

Paragraph 6. Section 12 (Miscellaneous) of the JEDD Contract is hereby amended to add a new subsection M, which shall read as follows:

M. Income and Expense Reports.

1. For the period beginning January 1, 2000 and ending December 31, 2005, copies of Income and Expense Reports covering the period since the prior JEDD meeting shall be delivered to Bath Township Hall and Fairlawn City Hall by noon at least five business days prior to each JEDD meeting. Copies of documentation of expenses and income will be available for inspection by Bath Trustees and Fairlawn representatives upon advance request made to the Akron Director of Finance. In the event Bath Township or Fairlawn desires to have an annual audit performed of the income and expenses of the Bath JEDD during the period of the second through seventh years of the JEDD Contract, an audit will be performed at the expense of Bath Township. Before payment is made, in the event an error is made on the Income and Expense Report, an adjustment will be made to the Income and Expense Report and to net District revenue.

2. Beginning January 1, 2006 and continuing thereafter thru the remaining term of the JEDD Agreement or any extension thereto, copies of Income and Expense Reports covering the period since the prior JEDD meeting shall be delivered to Fairlawn City Hall by noon at least five business days prior to each JEDD meeting. Copies of documentation of expenses and income will be available for inspection by Fairlawn representatives upon advance request made to the Akron Director of Finance. In the event Fairlawn desires to have an annual audit performed of the income and expenses of the JEDD during any period of the JEDD, an audit will be performed at Fairlawn's expense. In the event an error is discovered on the Income and Expense Report, an adjustment will be made to the Report and payment will be adjusted accordingly.

Paragraph 7. The present JEDD income tax rate in the District is 2% and shall not change until January 1, 2006. If at such time on or after January 1, 2006, as specified in the Contract, the 2% JEDD income tax is increased, then Bath Township shall receive no later than April 20<sup>th</sup> of the following year 1/3 of the yearly increase of actual tax collected (less refunds and administrative and collection costs) over and above the 2% rate, for as long as the Contract is in effect. Bath Township has determined that these payments shall be placed in a special fund to be used for permanent improvements.

Paragraph 8. Akron agrees to use its best efforts to execute the agreement or agreements authorized by City of Akron Ordinance No. 422-2002 and County of Summit Resolution No. 2002-359. Said agreement shall contain the requirement that the County shall not permit after the date hereof, any new sewer service connections and/or new sewer tap-ins to the Robinwood Hills Sewer Wastewater Treatment Plant no. 42 (including any replacement or future pump or lift station) in Bath Township without the City's prior written approval. Further, any approval by the City of Akron shall not be given without first obtaining the written approval of the Bath Trustees and Fairlawn.

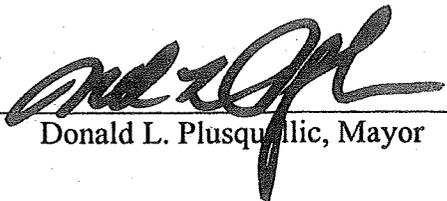
IN WITNESS WHEREOF, Akron, Fairlawn, and Bath Township have caused this

amendment to be duly signed in their respective names by their duly authorized officers as of this  
\_\_\_\_ day of \_\_\_\_\_, 2004.

Signed as to the City of Akron  
in the presence of:

CITY OF AKRON

Shawanna C. Swartz  
Name:

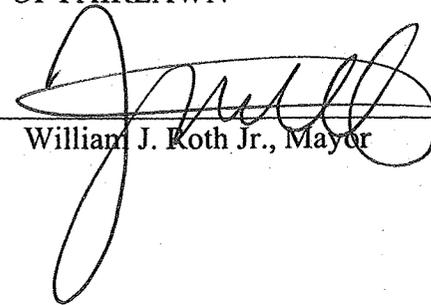
By:   
Donald L. Plusquellic, Mayor

Phil Fielding Cooper  
Name:  
(Witnesses as to the City of Akron)

Signed as to the City of Fairlawn  
in the presence of:

CITY OF FAIRLAWN

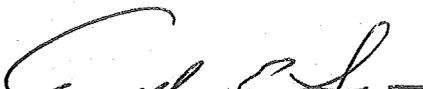
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Name:

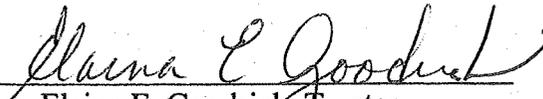
By:   
William J. Roth Jr., Mayor

Camela R Shell  
Name:  
(Witnesses as to the City of Fairlawn)

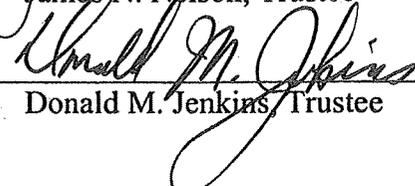
Signed as to Bath Township  
in the presence of:

TOWNSHIP OF BATH

  
Name:

By:   
Elaina E. Goodrich, Trustee

Helen J. Humphrey  
Name:  
(Witnesses as to Bath Township)

By:   
James N. Nelson, Trustee  
By:   
Donald M. Jenkins, Trustee

Approved as to legal form and  
Correctness:

By:   
Max Rothal, Director of Law, City of Akron

By:   
Edward Riegler, Director of Law, City of Fairlawn

By:   
Robert G. Konstand, Special Counsel, Township of Bath



ROBINWOOD HILLS  
PUMP STATION

2004

YELLOW CREEK RD.

8" FORCE MAIN

2004  
8" FORCE MAIN

GHEENT RD.

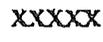
DISCHARGE TO  
MANHOLE BABY

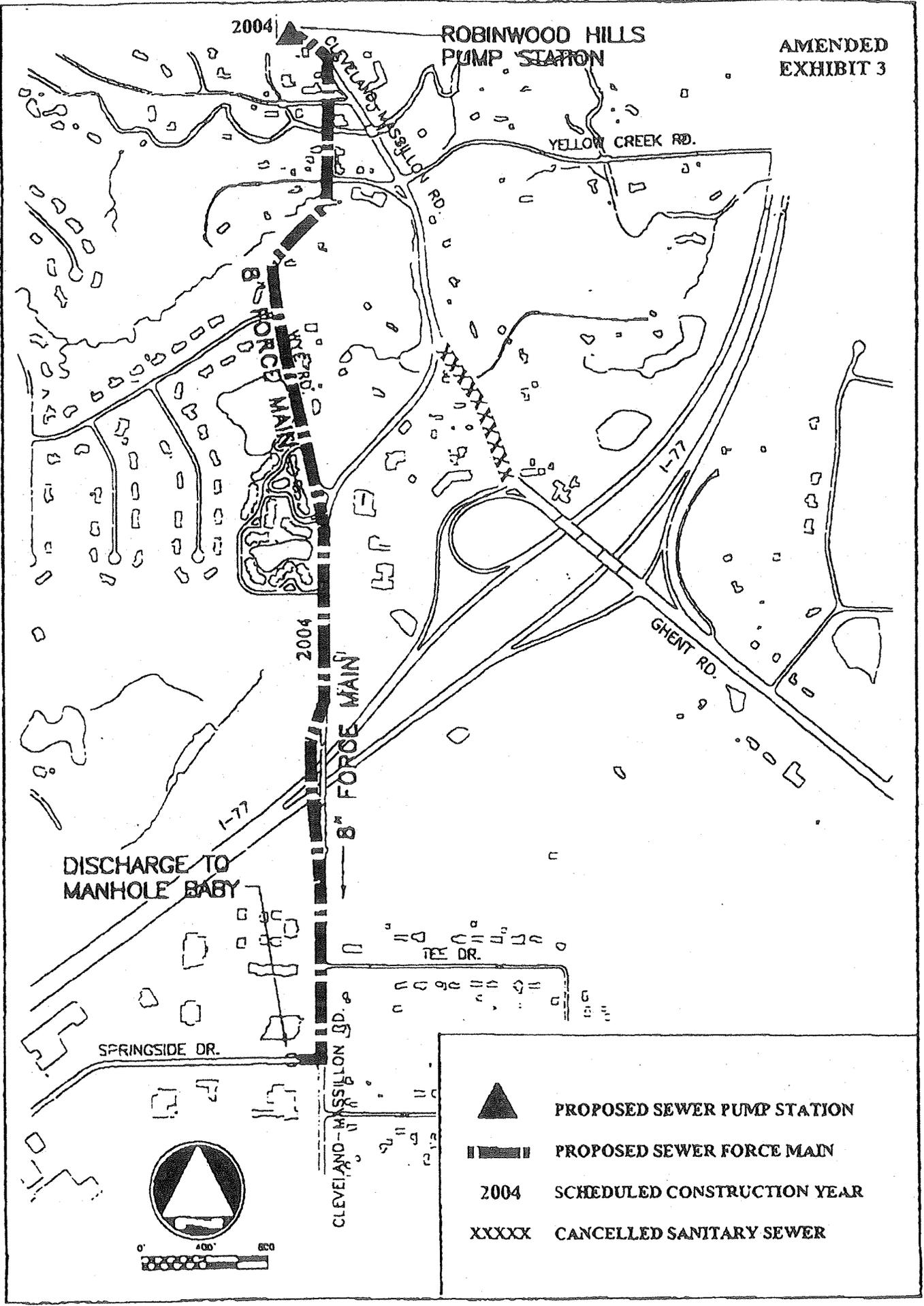
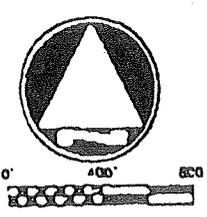
SPRINGSIDE DR.

CLEVELAND-MASSILLON RD.

TEX DR.

-  PROPOSED SEWER PUMP STATION
-  PROPOSED SEWER FORCE MAIN
- 2004

 SCHEDULED CONSTRUCTION YEAR
-  CANCELLED SANITARY SEWER



**AN ORDINANCE APPROVING AN AMENDMENT TO THE BATH-AKRON-FAIRLAWN JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT**

Whereas, the City of Akron, the City of Fairlawn and the Township of Bath entered into a Joint Economic Development District Contract on July 21, 1998; and

Whereas, the parties desire to clarify certain provisions of said contract.

**NOW THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE CITY OF FAIRLAWN, OHIO:**

**Section 1:** That the Mayor be and he hereby is authorized to sign on behalf of the City of Fairlawn the amendment to the Bath-Akron-Fairlawn Joint Economic Development District Contract hereinafter referenced as Document #576 which is attached hereto and made a part hereof.

**Section 2:** That it is hereby found and determined that this legislation complies with Section 121.22, O.R.C. regarding notification of meetings and all deliberations of this Council pertaining hereto have been conducted in accordance therewith.

**Section 3:** This Ordinance shall be in full force and effect from and after its enactment and approval by the Mayor or at the earliest period allowed by law.

Enacted: April 5, 2004

Tonja K. Caldwell  
Tonja K. Caldwell, Clerk of Council

James L. Swartz  
James L. Swartz, President of Council

Approved: April 12, 2004

William J. Roth, Jr.  
Mayor William J. Roth, Jr., Mayor

Approved as to Form:  
Edward J. Riegler  
Edward J. Riegler, Director of Law

**Certification of Passage**

I, Tonja K. Caldwell, Clerk of Council of the City of Fairlawn, Summit County, Ohio, do hereby certify that the foregoing Ordinance 2004-021 was duly and regularly passed at a Regular Meeting on April 5, 2004.

Tonja K. Caldwell  
Tonja K. Caldwell, Clerk of Council

**Certification of Posting**

This is to certify that on April 13, 2004 the within Ordinance was published by posting a true copy of the same in five public places within the City as prescribed in Section 222.03(a), Codified Ordinances of Fairlawn.

Tonja K. Caldwell  
Tonja K. Caldwell, Clerk of Council

I hereby certify that the within a true and correct copy of Ordinance 2004-021 approved by the Council of the City of Fairlawn on April 5, 2004. In witness whereof I hereunto set my hand at Fairlawn, Ohio this 15th day of April, 2004.

Tonja K. Caldwell  
Clerk