

**COOPERATIVE ECONOMIC DEVELOPMENT AGREEMENT  
BETWEEN  
CITY OF MEDINA AND YORK TOWNSHIP**

This agreement is made by and between the City of Medina (herein after "City") a charter municipality whose mailing address is 132 North Elmwood Avenue, P.O. Box 703, Medina, Ohio 44258-0703, and the Township of York (herein after "Township") whose mailing address is 6609 Norwalk Road, Medina, Ohio 44256.

Whereas, the Township and City desire to establish a Cooperative Economic Development Agreement ("CEDA Agreement") as permitted under applicable provisions of the Ohio Revised Code for the development of certain real property (herein after "Property") as described herein to the mutual benefit of both parties; and

Whereas, the establishment of the CEDA Agreement is intended to manage growth and development, protect property values, enhance opportunities for economic growth, provide additional employment opportunities, and preserve and expand the tax base of the City, Township, and the Buckeye Local School District; and

Whereas, this CEDA Agreement involves the annexation and appropriate development of the Property and the allocation and/or sharing of tax revenues; and

Whereas the legislative authorities of the Township and City have each authorized execution of this CEDA Agreement through the adoption by York Township of Resolution 03-10-01 and by City of Medina Ordinance No.153-03 respectively.

Now therefore, in consideration of the mutual covenants and promises set forth in this CEDA Agreement, the Township and City agree and bind themselves, their agents, employees and successors as follows:

**SECTION 1. THE PROPERTY**

- A. The Property to be covered by this CEDA Agreement shall consist of fourteen (14) parcels of land located along Branch Road and Smith Road containing approximately 273.18 acres more or less as more fully described in Exhibit A attached hereto and further shown on the map attached hereto as Exhibit B.
- B. The Property described in Subsection A hereof may be expanded to include additional lands with the written consent of both parties. Such consent shall be in the form of a written addendum to this CEDA Agreement and shall be pursuant to the adoption of an appropriate Township Resolution and a City Ordinance describing the additional lands and the intent to include said additional lands under the terms of this CEDA Agreement.

- C. Parcels may be removed from the Property with the written consent of both parties. Such consent shall be in the form of a written addendum to this CEDA Agreement and shall be pursuant to the adoption of an appropriate Township Resolution and a City Ordinance describing the parcels to be removed.

## **SECTION 2. ANNEXATION**

- A. The Township and City agree that the property described in Section 1, including any expansions or amendments thereto, is to be annexed to the City. Such annexation may occur as a single proceeding which shall be a condition precedent to the effectiveness of this CEDA Agreement. The Township will execute any and all agreements prepared by the City with regard to the annexation of the subject Properties and will authorize a representative of the Township to appear at any Medina County Board of Commissioners hearings to support such annexation. The Township waives any objections to said annexation and further waives any rights it may have to contest such annexation, including rights of appeal or injunctive relief, and those rights set forth in Section 709.022 and of the Ohio Revised Code.
- B. The City agrees that upon annexation the subject Properties will not be detached from York Township, but will remain a part of the Township during such time as this CEDA Agreement is in effect.
- C. The City agrees that it will not accept or approve annexation petitions for any lands located within York Township other than those identified in Section 1 hereof during the term of this CEDA Agreement, unless otherwise agreed by written consent of both parties.
- D. The Township agrees that it will not rezone or permit the development of any other lands adjacent or abutting the corporation limits of the City for industrial purposes unless said lands are added to the Property pursuant to Section 1B hereof unless otherwise agreed by written consent of both parties.

## **SECTION 3. ALLOCATION OF TAX REVENUES**

- A. During the term of this CEDA Agreement, the Township will continue to receive real, public utility, and tangible personal property taxes from the Property in the same manner as if annexation had not taken place. All such taxes collected by the Medina County Auditor will be paid directly to the Township and shall be collected at the effective Township taxing rate at the time of collection.
- B. In order to minimize the impact of annexation on the existing residents and property owners, the City agrees not to collect income tax from current persons residing on the Property or any amounts of real or personal property taxes that the City may be entitled to receive for millage over and above the Township millage from a particular parcel within the Property or any user fees (except as provided

herein) until such time as a building permit is issued under the I-1 Industrial District zoning classification on or including that particular parcel. It being the intent of the parties that the issuance of a building permit by the City on one parcel within the Property not affect the exempt status of the remaining parcels, but that each parcel's status change only upon issuance of a building permit with respect to that parcel. Notwithstanding the foregoing, upon issuance of a building permit by the City for any one parcel within the Property, all residents and parcels within the Property shall be subject to and required to pay the City's user fee or collection fee for sanitation/trash services.

- C. After issuance of a building permit for an I-1 Industrial District use on any portion of the Property, the City shall commence collection of such real property and personal property taxes as the City is entitled to receive for millage over and above the Township millage on that particular parcel.
- D. After issuance of a building permit for an I-1 Industrial District use on a particular parcel within the Property, the City shall receive all user fees or other fees and assessments charged by the City with regard to said parcel, and all income taxes from persons and/or entities located, residing, or working on said parcel. Such income taxes, user fees, and assessments shall be collected at the City rates in effect at the time of collection.
- E. The City and Township shall equally share any estate taxes received in connection with the Property.
- F. The parties agree that should new taxes and/or modifications of existing taxes other than the income tax, be authorized by the State of Ohio, the parties will use their best efforts to cooperate to allocate any such changes in a manner beneficial both parties.

#### **SECTION 4. ABATEMENT OF REAL AND/OR PERSONAL PROPERTY TAXES**

The City may, with notification to the Township, grant real or personal property tax abatements to property owners of or businesses on all, or any portion, of the Property. If the granting of any such abatement reduces the taxes to which the Township would otherwise be entitled, the City and Township shall agree upon a program to reimburse the Township the full amount of such lost tax revenues as a prerequisite to such abatement.

#### **SECTION 5. ZONING OF PROPERTY**

The City and Township agree that the Property shall, upon annexation, be zoned I-1 Industrial District. No change to such zoning classification shall be made except for the mutual benefit of both parties, to enhance the opportunity for economic development, and to further the purpose and intent of this CEDA Agreement. No change to the I-1 Industrial District zoning classification which affects the Property shall be made by the

City without the written consent of the Township, which consent shall not be unreasonably withheld.

#### **SECTION 6. PROVISION OF SERVICES**

- A. The Township shall continue to provide services to the Properties until such time as a building permit is issued by the City for development of the Property, or any portion thereof, under the terms of the I-1 Industrial District zoning classification, at which time services shall be provided by the City as set forth in Subsection B hereof.
- B. The City shall provide normal municipal services, including, but not limited to, police protection, fire protection, street maintenance, sanitation, and storm water management, to the Property in a manner similar to other lands within the corporate limits of the City. The City and Township may enter into mutual aid agreements to assist in these obligations. The City shall be the exclusive provider of water service to the Property. Medina County shall provide sanitary sewer service unless and until the City elects to and is capable of providing such service to the Property. Nothing herein shall be construed to alter, affect, or impact in any manner, existing mutual aid agreements between the parties.
- C. During the term of this CEDA Agreement, the City and Township shall share equally in the cost of capital expenditures for public streets and storm drainage facilities located within the annexed area, including, but not limited to, widening, replacement, reconstruction, and repair.
- D. In order to more efficiently and effectively manage traffic in the Township, City and County, the Township agrees to make a good faith effort to cooperate with the City and Medina County to implement the recommendations contained in the Thoroughfare Plan adopted by York Township on December 5, 2002, by the City of Medina as Resolution No.107-02, and by the County as Resolution No. 02-1148 whether located on the Property or in the Township adjacent to the City.

#### **SECTION 7. IMPACT FEES**

The City shall have the authority to assess and collect such impact fees with regard to the development and use of the Property as may be permissible under Ohio Law. To the extent such impact fees are assessed and collected from the Property, or any portion thereof, they shall be utilized in a such a manner as to benefit the Property, the Township, and the City.

#### **SECTION 8. TERM OF AGREEMENT**

This CEDA Agreement shall extend for an initial period of fifty (50) years from its effective date, and shall automatically renew for one additional term of fifty (50) years unless either party, by official legislative action, provides written notice to the other party

of its intent to terminate this CEDA Agreement at least one (1) year prior to the expiration date of the initial term.

#### **SECTION 9. BINDING EFFECT**

This CEDA Agreement shall inure to the benefit of and shall be binding upon the Township and City and their respective successors. The Township and City agree to cooperate with each other and to use their best efforts to do all things necessary to effect the purpose of this CEDA Agreement. Toward that end, each party shall officially designate one person to serve as liaison for purposes of advancing the purpose and intent of this CEDA Agreement.

#### **SECTION 10. TERMINATION**

This CEDA Agreement may be terminated at any time by mutual consent of the Township and City as authorized by their respective legislative authorities. In order for such termination to be effective, the legislative actions of the parties to terminate this CEDA Agreement must occur and be effective within a period of ninety (90) days of each other. Upon termination, parcels which have been annexed by the City shall remain in the City and the City shall collect any and all property taxes from the Property. The parties agree to cooperate with one another, including, without limitation, the execution of additional documents to effectuate the intent of this provision.

#### **SECTION 11. DISPUTES, DEFAULTS AND REMEDIES**

- A. In the event the parties have a dispute as to any of the terms or applicability of this CEDA Agreement, the parties agree to use their best efforts to resolve the dispute through a mutually acceptable mediation process at the earliest possible date and with the least amount of expense and inconvenience to the parties.
- B. Failure to comply with the terms of this CEDA Agreement shall constitute a default hereunder. The non-defaulting party shall give written notice to the defaulting party setting forth the nature of the alleged default. The defaulting party shall have ninety (90) days from receipt of the notice of default to cure the default, or, if the default cannot be reasonably cured within said ninety (90) day period, to commence to cure and thereafter diligently prosecute such cure to completion. If a default is not satisfactorily cured in a timely manner, the non-defaulting party may sue for specific performance under the terms of this CEDA Agreement.
- C. If a dispute or default can not be acceptably resolved through mediation, nothing herein shall be construed to limit or preclude the parties from instituting appropriate action at law or in equity to enjoin, restrain, compel, correct, abate or otherwise cure the dispute or default.

**SECTION 12. AMENDMENTS**

In addition to the amendments provided for in Section 1 hereof, this CEDA Agreement may be amended by the Township and City by the execution of a written addendum hereto provided that such amendment has been adopted by the legislative authorities of both parties by appropriate legislation, and further providing that for such amendment to be effective the legislative actions of the parties approving such amendment must occur and be effective within a period of ninety (90) days of each other.

**SECTION 13. GOVERNING LAW**

This CEDA Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Ohio.

**SECTION 14. ENTIRE AGREEMENT**

This CEDA Agreement constitutes the entire agreement of the parties and may be modified or amended as provided herein. All prior agreements or understandings between the parties, either oral or written, are superceded by the CEDA Agreement.

**SECTION 15. SEVERABILITY**

In the event any one or more of the provisions of this CEDA Agreement are held to be invalid, illegal, or unenforceable for any reason, that invalidity, illegality or unenforceability shall not affect any other provision of this CEDA Agreement.

In Witness Whereof, the Township and City have caused this CEDA Agreement to be duly executed by their duly authorized officers as of 0200703.

CITY OF MEDINA

YORK TOWNSHIP

By: [Signature]  
Mayor

By: [Signature]  
Trustee

By: [Signature]  
Trustee

By: [Signature]  
Trustee

Approved as to form:

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

By: \_\_\_\_\_, Legal Counsel, York Township

<b>Properties to be Annexed to City of Medina York Township</b>				
<b>Parcel Number</b>	<b>Name</b>	<b>Address</b>	<b>City</b>	<b>Zip Code</b>
045-05D-22-012	Turner, Marguerite L	6025 Branch Road	Medina	44256
045-05D-23-003	Turner, Mark E. Sr. & Wilma	5969 Branch Road	Medina	44256
045-05D-23-001	Kelly, Patrick A. & Laura K.	PO Box 1206	Medina	44258
045-05D-23-002	Tecco, Michael W. Sr.	5931 Branch Road	Medina	44256
045-05D-22-020	Bohley Properties, Inc.	5986 Branch Road	Medina	44256
045-05D-23-004	Bohley Properties, Inc.	5986 Branch Road	Medina	44256
045-05D-25-003	Sandridge Food Corporation	133 Commerce Drive	Medina	44256
045-05D-25-001	Johnson, Carl L. & Barbara E.	6003 W. Smith Road	Medina	44256
045-05D-28-006	Johnson, Carl L. & Barbara E.	6003 W. Smith Road	Medina	44256
045-05D-28-007	Newman, Corrine	5989 W. Smith Road	Medina	44256
045-05D-22-009 (Part)	Bohley, Paul B. & Baxter, Mary Ann & Gayer, John R.	5986 Branch Road	Medina	44256
045-05D-12-034 (Part)	Hinman, Shirley A. & Malott, Siomara J.	4137 Beck Road	Medina	44256
045-05D-22-002 (Part)	Hinman, Shirley A. & Malott, Siomara J.	4137 Beck Road	Medina	44256
045-05D-22-021 (Part)	Bohley, Paul & Bohley, Peter	5986 Branch Road	Medina	44256



## EXHIBIT A

**DESCRIPTION OF LANDS  
TO BE ANNEXED TO THE  
CITY OF MEDINA**

Situated in the Township of York, County of Medina, State of Ohio and known as being part of York Township Tract No.1 Lot Nos. 5, 6, 20, 21 and Tract No. 2 Lot No. 5 and bounded and described as follows:

Beginning at a point in the centerline of Stone Road (Township Highway 74), the same being the northwesterly corner of a 49.0-acre parcel of land conveyed to Shirley A. Hinman and Siomara J. Malott by instrument recorded in Document 2000OR002451 of the Medina County Land Records;

Thence southerly along the western boundary line of said Hinman and Malott lands a distance of approximately 451 feet to a point on said boundary, and the principal place of beginning;

Thence easterly parallel with and approximately 451 feet distant from the centerline of Stone Road (Township Highway 74) a distance of approximately 770 feet to a point, the same being the eastern boundary line of said Hinman and Malott lands;

Thence southerly along the eastern boundary line of said Hinman and Malott lands a distance of approximately 1645 feet to a point on said boundary line, the same being the southeast corner of said Hinman and Malott lands;

Thence easterly along the northern boundary line of a 43.9756-acre parcel of land conveyed to Marguerite E. and Marguerite L. Turner by instrument recorded in Document 2003OR024266 of the Medina County Land Records to a point on said boundary line, the same being the northeasterly corner of said Turner lands;

Thence southerly along the eastern boundary line of said Turner lands and the corporation line of the City of Medina a distance of approximately 1836 feet to a point on said boundary line, the same being the northwesterly corner of a 1.331-acre parcel of land conveyed to Patrick A. and Laura K. Kelly by instrument recorded in Book 508 Page 821 of the Medina County Lands Records;

Thence easterly along the northern boundary line of said Kelly lands and the northern boundary line of a 1.331-acre parcel of land conveyed to Michael W. Tecco Sr. by instrument recorded in Document 1999OR028545 of the Medina County Land Records a total distance of approximately 250 feet to a point on said boundary line, the same being the northeasterly corner of said Tecco lands;

Thence southerly along the eastern boundary line of said Tecco lands a distance of approximately 464 feet to a point in the centerline of Branch Road, the same being the southeasterly corner of said Tecco lands;

**EXHIBIT A**

Thence westerly along the centerline of Branch Road to a point, the same being the northeasterly corner of a 9.4275 acre parcel of land conveyed to Bohley Properties Inc. by instrument recorded in Book 1304 Page 210 of the Medina County Land Records;

Thence southerly and westerly along the easterly boundary lines and southerly boundary lines of said Bohley Properties Inc. lands and the westerly corporation line of the City of Medina to a point on the easterly boundary line of a 32.2355-acre parcel of land conveyed to Bohley Properties Inc. by instrument recorded in Book 214 Page 39 of the Medina County Land Records, the same being the southwesterly corner of the lands conveyed to Bohley Properties Inc. by instrument recorded in Book 1304 Page 210 of the Medina County Land Records;

Thence southerly along the eastern boundary line of said lands conveyed to Bohley Properties Inc. by instrument recorded in Book 214 Page 39 of the Medina County Land Records to the northwesterly corner of a 3.1619-acre parcel of land conveyed to Sandridge Food Corporation by instrument recorded in Document 1999OR040240 of the Medina County Land Records;

Thence easterly along the northern boundary line of said Sandridge Food Corporation lands a distance of approximately 263 feet to the northeasterly corner of said lands;

Thence southerly along the eastern boundary line of said Sandridge Food Corporation lands and the eastern boundary line of a 2.0-acre parcel of land conveyed to Corrine Newman by instrument recorded in Book 1167 Page 969 of the Medina County Land Records a total distance of approximately 1217 feet to a point on the centerline of Smith Road (County Highway 4), the same being the southeasterly corner of said Newman lands;

Thence westerly along the centerline of Smith Road (County Highway 4) a distance of approximately 659 feet to a point on said centerline, the same being the southwest corner of a 32.2355-acre parcel of land conveyed to Bohley Properties Inc. by instrument recorded in Book 214 Page 39 of the Medina County Land Records;

Thence northerly along the western boundary line of said Bohley Properties Inc. lands a distance of approximately 664 feet to the northeasterly corner of a 2.0-acre parcel of land conveyed to Robert L. and Barbara A. Junk by instrument recorded in Book 517 Page 763 of the Medina County Land Records;

Thence westerly along the northern boundary lines of said Junk lands, a 2.0-acre parcel of land conveyed to Donald J. and Tiffany A. Perkins by instrument recorded in Document Number 2000OR013366 of the Medina County Land Records and a 2.0-acre parcel of land conveyed to Arthur F. and Billie D. Branning by instrument recorded in Book 245 Page 352 of the Medina County Land Records a total distance of approximately 393 feet to a point, the same being the northwest corner of said Branning lands;

Thence southerly along the western boundary line of said Branning lands a distance of approximately 344 feet to a point on said boundary line, the same being the northeast corner of a 0.986-acre parcel of land conveyed to John M. and Terry K. Biacsi by instrument recorded in Document 2002OR023392 of the Medina County Land Records;

**EXHIBIT A**

Thence westerly parallel with and approximately 320 feet distant from the centerline of Smith Road (County Highway 4) a distance of 2105 feet to a point, the same being on the western boundary line of a 56.3856 acre parcel of land conveyed to Paul and Peter Bohley by instrument recorded in Book SC2 Page 4146 of the Medina County Land Records;

Thence northerly along the western boundary line of said Bohley lands a distance of approximately 1526 feet to a point on said boundary line, the same being the southwest corner of a 2.5-acre parcel of land conveyed to PL Petrofski by instrument recorded in Book 943 Page 579 of the Medina County Land Records;

Thence easterly parallel with and approximately 474 feet distant from the centerline of Branch Road (County Highway 33) a distance of 925 feet to a point, the same being the on the southeast corner of a 2.2826-acre parcel of land conveyed to Jeffrey W. and Kathey E. Macklin by instrument recorded in Document 2002OR027757 of the Medina County Land Records;

Thence northerly along the eastern boundary line of said Macklin lands a distance of approximately 474 feet to a point on said boundary line, the same being the centerline of Branch Road (County Highway 33);

Thence easterly along the centerline of Branch Road (County Highway 33) a distance of approximately 320 feet to a point on said centerline, the same being the northwest corner of a 5.0-acre parcel of land conveyed to Mike Byington by instrument recorded in Document 2003OR000623 of the Medina County Land Records;

Thence southerly along the western boundary line of said Byington lands a distance of approximately 333 feet to a point on said boundary line, the same being the southwest corner of said Byington lands;

Thence easterly along the southern boundary line of said Byington lands a distance of approximately 653 feet to a point on said boundary line, the same being the southeast corner of said Byington lands;

Thence northerly along the eastern boundary line of said Byington lands a distance of approximately 333 feet to a point on said boundary line, the same being the centerline of Branch Road (County Highway 33);

Thence easterly along the centerline of Branch Road a distance of approximately 953 feet to a point, the same being the southeast corner of a 1.4499-acre parcel of land conveyed to Roxana Louise Rohrich by instrument recorded in Document 2002OR051395 of the Medina County Land Records

Thence northerly along said Rohrich lands a distance of 535 feet to a point, the same being the northeast corner of said Rohrich lands;

## EXHIBIT A

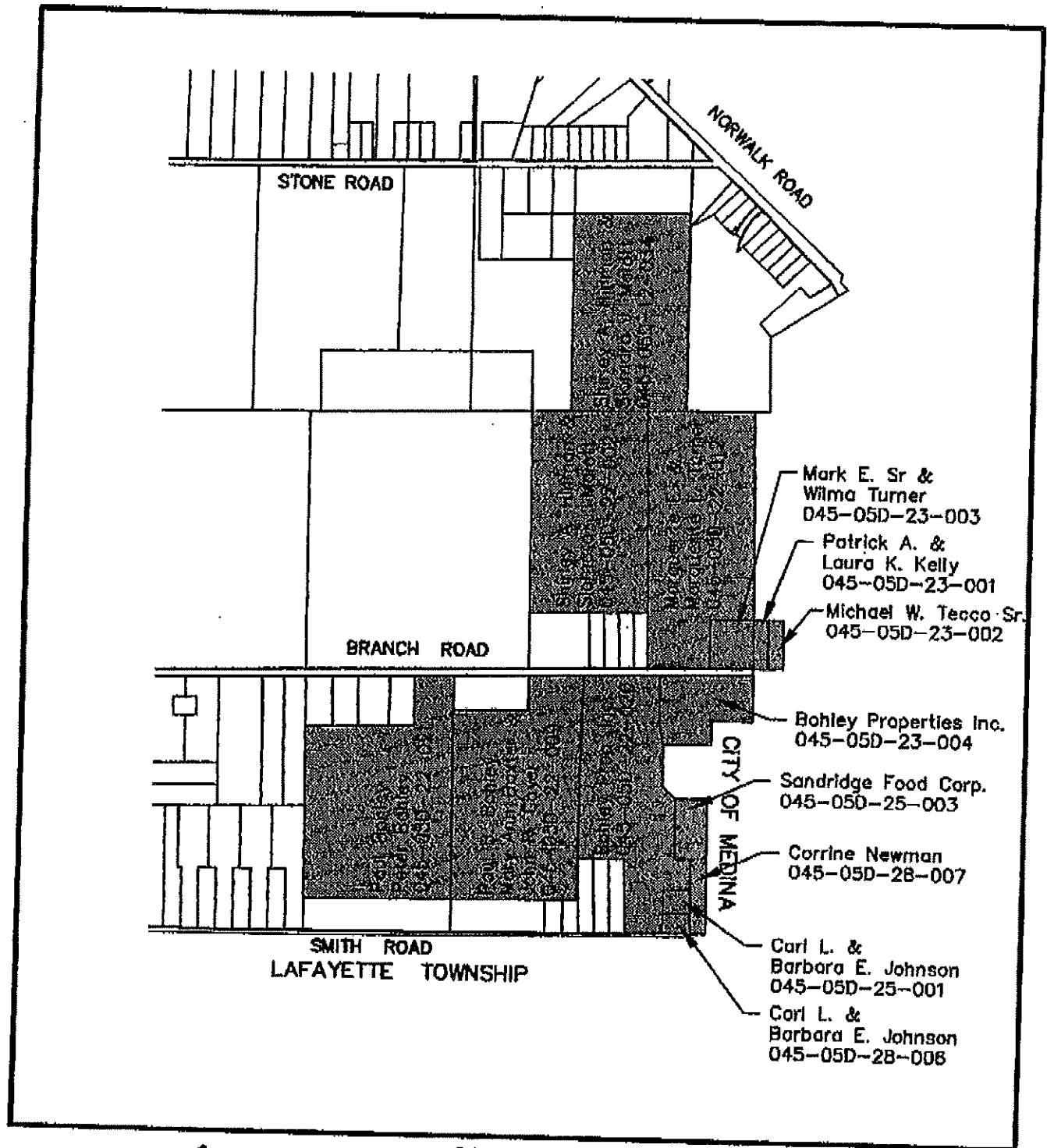
Thence westerly parallel with and approximately 535 feet distant from the centerline of Branch Road (County Highway 33) a distance of approximately 953 feet to a point, the same being the western boundary line of a 47.0 acre parcel of land conveyed to Shirley A. Hinman and Siomara J. Malott by instrument recorded in Document 2000OR002451 of the Medina County Land Records;

Thence northerly along the western boundary line of said Hinman and Malott lands a distance of approximately 1765 feet to a point on said boundary line, the same being the northwest corner of said Hinman and Malott lands;

Thence easterly along the northern boundary line of said Hinman and Malott lands a distance of approximately 338 feet to a point, the same being the southwest corner of a 49.0-acre parcel of land conveyed to Shirley A. Hinman and Siomara J. Malott by instrument recorded in Document 2000OR002451 of the Medina County Land Records;

Thence northerly along the western boundary line of lands conveyed to Shirley A. Hinman and Siomara J. Malott by instrument recorded in Document 2000OR002451 of the Medina County Land Records a distance of approximately 1338 feet to a point of said boundary line, the same being the principal place of beginning and consisting of 273.18 acres more or less; and including the lands identified as the Medina County's Auditor's Permanent Parcel Numbers set forth below.

045-05D-22-012	045-05D-23-004	045-05D-22-009 (part)
045-05D-23-003	045-05D-25-003	045-05D-12-034 (part)
045-05D-23-001	045-05D-25-001	045-05D-22-002 (part)
045-05D-23-002	045-05D-28-006	045-05D-22-021 (part)
045-05D-22-020	045-05D-28-007	



*Northstar*

**PROPERTIES TO BE ANNEXED TO CITY OF MEDINA**

Planning & Design, Inc.

10 WEST ERIE STREET, SUITE 201, PAINEVILLE, OHIO 44077

MEDINA COUNTY



**RESOLUTION NO. 153-03**

**A RESOLUTION ADOPTING THE COOPERATIVE ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MEDINA AND YORK TOWNSHIP, AND DECLARING AN EMERGENCY.**

**WHEREAS:** The Township of York and the City of Medina desires to establish a Cooperative Economic Development Agreement ("CEDA Agreement") as permitted under applicable provisions of the Ohio Revised Code for the development of certain real property as described herein to the mutual benefit of both parties; and

**WHEREAS:** The establishment of the CEDA Agreement is intended to manage growth and development, protect property values, enhance opportunities for economic growth, provide additional employment opportunities, and preserve and expand the tax base of the City, Township, and the Buckeye Local School District; and

**WHEREAS:** This CEDA Agreement involves the annexation and appropriate development of the property and the allocation and/or sharing of tax revenues; and

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

**SEC. 1:** That the Cooperative Economic Development Agreement between the City of Medina and York Township be and the same is hereby adopted.

**SEC. 2:** That a copy of said Agreement is marked Exhibit A attached hereto and made a part hereof.

**SEC. 3:** That this Resolution shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason have said Resolution take effect at the same time that the York Township Trustees Resolution takes effect; wherefore, this Resolution shall be in full force and effect immediately upon its passage and signature by the Mayor.

**PASSED:** September 30, 2003

**SIGNED:** Pamela B. Miller  
President of Council

**ATTEST:** Catherine L. Horn  
Clerk of Council

**APPROVED:** October 1, 2003

**SIGNED:** Jane E. Leaver  
Mayor

THE UNDERSIGNED, CLERK OF THE COUNCIL OF THE CITY OF MEDINA, OHIO, HEREBY CERTIFIES THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF ORDINANCE - RESOLUTION NO. 153-03 ADOPTED BY SAID COUNCIL ON 9-30-03  
Catherine L. Horn  
CLERK OF COUNCIL