

SECOND AMENDED
TOLEDO EXPRESS AIRPORT
JOINT ECONOMIC DEVELOPMENT DISTRICT I
CONTRACT

The contracting parties hereby enter into this Second Amended Contract to add areas to the Toledo Express Airport Joint Economic Development District (“Second Amended TEA JEDD Contract”) pursuant to R.C. 715.70 and for good and valuable consideration as set forth hereinafter:

A. PARTIES

The "Contracting Parties" to this Contract are Swanton Township and Monclova Township (Townships existing and operating under the laws of the State of Ohio) and the City of Toledo (a municipal corporation existing and operating under the laws of the State of Ohio and the Charter of the City); and their respective successors, in all or in part.

B. PURPOSE

2. The contracting parties are adding areas to the Second Amended TEA JEDD for the purpose of facilitating economic development to create jobs and employment opportunities and to improve the economic welfare of the people in Swanton Township, Monclova Township, the City of Toledo, Lucas County, the State of Ohio and in the area of the contracting parties.

3. The contracting parties share a common interest in facilitating economic development in the Second Amended TEA JEDD territory which will bring economic development, jobs and revenue to the contracting parties and to the County and State.

4. The parties acknowledge the economic potential of commercial development to occur within the Second Amended TEA JEDD territory and the benefits associated with

regional cooperation and planning beyond the geographic boundaries of the contracting parties.

C. AUTHORITY

5. This Second Amended Contract is entered into pursuant to the authority of RC 715.700 and other applicable sections of the Ohio Revised Code.

6. Monclova Township is contiguous to the Village of Whitehouse and the City of Toledo. The Second Amended TEA JEDD territory is located entirely within Swanton Township located within Lucas County, Ohio, hence the geographic eligibility requirements regarding the contracting parties set forth in R.C. 715.70 are satisfied.

7. The areas to be included in the Second Amended TEA JEDD territory meet all of the following criteria:

- A. The areas are located entirely within Swanton Township;
- B. No electors shall reside within the areas on the effective date of this Contract, as determined under section 715.70 of the Revised Code; and
- C. The areas do not include any parcel of land owned in fee by or leased to a non-participating municipal corporation or township;

Hence, the criteria for the inclusion of areas set forth in R.C. 715.70 are satisfied.

D. AMENDED JEDD TERRITORY

8. The areas to be included within the Second Amended TEA JEDD territory consist of various parcels and, including the parcels originally included in the District, are collectively referred to as the Second Amended TEA JEDD territory. A map of the areas to be included in the district is incorporated into the Appendix of Exhibits at Tab A. A

description of the areas to be included in the district is incorporated into the Appendix of Exhibits at Tab B.

9. Prior to adoption, the contracting parties may consent to the deletion of any portion of the territory to assure compliance with the majority petition requirements applicable to owners of property and owners of businesses to be located in the Second Amended TEA JEDD territory or for other considerations, including the voluntary withdrawal of any petition.

10. The Second Amended TEA JEDD territory is zoned for the uses occurring or to occur within the territory, pursuant to the Swanton Township Zoning Resolution. The parties acknowledge that the planned land uses and zoning classifications within the Second Amended TEA JEDD territory are the best and proper available uses to encourage economic development. The areas are currently developing consistent with the prescribed zoning classifications. This Contract shall not operate as a limitation upon the zoning authorities of Swanton Township (Board of Trustees, Zoning Commission, Board of Zoning Appeals and Zoning Administrator) to change zoning district classifications within the Second Amended TEA JEDD territory, or any parcels contained therein; to amend the Monclova Township Zoning Resolution; to grant conditional uses, variances, specially permitted uses, or other changes, pursuant to the Swanton Township Zoning Resolution as currently in effect or as amended from time to time.

E. PROCEDURE

11. Each contracting party acknowledges entering into this Second Amended TEA JEDD Contract freely and without duress or coercion for the stated public purpose of promoting economic development.

12. Before any of the contracting parties approved this Second Amended TEA JEDD Contract, the contracting parties delivered a copy of the proposed contract to the Board of County Commissioners of Lucas County, pursuant to R. C. 715.70(C)

13. The parties hereto have each conducted public hearings after required notice, certifications of which are incorporated into the Appendix of Exhibits.

14. A majority of the owners of real property located within the Second Amended TEA JEDD territory and a majority of the owners of businesses, if any, located in the Second Amended TEA JEDD territory have submitted petitions supporting creation of the Second Amended TEA JEDD, copies of which are incorporated into the Appendix of Exhibits at Tab E.

15. Following adoption of the Resolutions by the Monclova Township Trustees, and the Swanton Township Trustees incorporated into the Appendix of Exhibits at Tab F, and the Ordinance by the City of Toledo, incorporated into the Appendix of Exhibits at Tab G, approving this Second Amended TEA JEDD Contract to create the Second Amended TEA JEDD territory, the contracting parties have jointly filed with the Lucas County Commissioners all of the following documents:

- A. A signed copy of this Second Amended TEA JEDD Contract;
- B. A description of the areas to be included in the Second Amended TEA JEDD territory, including a map in sufficient detail to denote the specific boundaries of the areas and to indicate any zoning restrictions applicable to the areas (Tabs A and B);
- C. Certified copies of the Ordinances and Resolutions of the contracting parties relating to this Second Amended TEA JEDD Contract (Tabs F and G);

D. A certificate of each contracting party that the public hearings required by RC 715.70 were held, the dates of the hearings, and evidence of publication of the notices of the hearings (Tabs C and D);

E. Petitions signed by a majority of the owners of real property located within the areas to be included in the Second Amended TEA JEDD territory (Tab E); and

F. Petitions signed by a majority of the owners of businesses, if any, located or to be located in the areas to be included in the Second Amended TEA JEDD territory (Tab E).

Certifications of delivery and filing of all of the aforesaid documents with the Board of Lucas County Commissioners are incorporated into the Appendix of Exhibits at Tab H.

16. The contracting parties shall give notice by certified mail, not later than ten (10) days after the aforesaid documents are filed, to the following:

A. Those owners of real property located in the areas comprising the Second Amended TEA JEDD territory who did not sign a petition, if any; and

B. Those owners of businesses located in the areas comprising the Second Amended TEA JEDD territory who did not sign a petition, if any.

17. The Swanton Township Resolution and the Monclova Township Resolution nor the Ordinance of the City of Toledo approving the creation of the Second Amended TEA JEDD territory and authorizing the proposed Second Amended TEA JEDD Contract, included in the Appendix of Exhibits at Tab F, is not required to be submitted to the electors of the township for approval pursuant to R.C. 715.70.

18. This Second Amended TEA JEDD Contract shall become effective on the first date upon which it has been finally approved by action of the legislative authorities of the three parties, as evidenced by the certified copies of the Resolutions and Ordinances incorporated into the Appendix of Exhibits at Tabs F and G.

F. ADDITIONAL TERMS

19. This Second Amended TEA JEDD Contract amends the existing TEA JEDD Contract and any prior amendments by the addition of the areas described herein to the territory of the District. All other terms and conditions of the existing TEA JEDD Contract and any prior Amendments remain in full force and effect to govern the District, as amended.

IN WITNESS WHEREOF, the parties have subscribed to this Joint Economic Development District I Contract by their duly authorized officers, who have set their hands below:

[SIGNATURES OF AUTHORIZED OFFICIALS ON FOLLOWING PAGE(S)]

SWANTON TOWNSHIP
BOARD OF TRUSTEES

By: _____
April Grajczyk, Trustee Date

By: _____
Gary Schroeder, Trustee Date

APPROVED AS TO FORM:

Swanton Twp Law Director

By: _____
Jeff Michael, Trustee Date

MONCLOVA TOWNSHIP
BOARD OF TRUSTEES

By: _____
Brian D. Craig, Trustee Date

APPROVED AS TO FORM:

Monclova Twp. Law Director

By: _____
Charles V. Hoecherl, Trustee Date

By: _____
Barbara S. Lang, Trustee Date

CITY OF TOLEDO

By: _____
Wade Kapszukiewicz, Mayor Date

APPROVED AS TO CONTENT:

Department of Development

APPROVED AS TO FORM:

Department of Law