FIRST AMENDMENT TO
CONTRACT FOR JOINT ECONOMIC DEVELOPMENT
ZONE BETWEEN
THE CITY OF TOLEDO, OHIO AND
THE CITY OF ROSSFORD, OHIO

This First Amendment to the Contract for Joint Economic Development Zone ("First Amendment") is entered into effective _____, 2025 by and between the City of Toledo, 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"), (collectively referred to as "the Parties").

WITNESSETH:

WHEREAS, Toledo and Rossford entered into a Joint Economic Development Zone Contract ("1992 JEDZ Contract"), effective February 26, 1992 with respect to the territory described therein, upon the terms and conditions set forth therein; and

WHEREAS, Toledo and Rossford desire to continue cooperating on regional development and job creation for the benefit of Toledo and Rossford, 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 agree that each levy a municipal income tax under Chapter 718 of the Ohio Revised Code, and as such pursuant to R.C. 715.691(B), Section 715.691 of the Ohio Revised Code does not apply to the 1992 JEDZ Contract or this First Amendment; and

WHEREAS, in furtherance of their objectives, Toledo and Rossford desire to enter into this First Amendment in order to exercise an early renewal option of the 1992 JEDZ Contract; and

WHEREAS, Toledo and Rossford both consider this First Amendment will be in the best interest of the parties and the JEDZ territory, and as such, the respective legislative authorities have passed the necessary ordinances or resolutions approving and authorizing the execution of this First Amendment, to wit, the City of Toledo Ordinance No. _____, the City of Rossford Ordinance No. _____; and

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

1. That Section 8 of the 1992 JEDZ Contract is amended in its entirety to read as follows:

Section 8. MUNICIPAL INCOME TAX.

The Rossford municipal income tax shall be levied 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 levied on JEDZ Income as follows: 15 percent of the total gross income tax revenues shall be retained by Rossford for the provision of public safety within the territorial limits of the JEDZ; and the remaining JEDZ income tax revenue to be distributed by Rossford with 72 percent going to Rossford and 28 percent remitted to Toledo.

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 remit to Toledo, in lawful moneys of the United States of America, the portions of the amounts due to Toledo under this section collected by Rossford during the three calendar months ending on such last day, which shall be accompanied by a signed detailed report of the distribution of the Gross Revenues. 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 remitted to Toledo.

Unless otherwise directed in writing by Toledo, Rossford shall direct all of Toledo's payments and reports required by this Contract to:

Toledo Community Improvement Corporation
One Government Center, Suite 2250
Toledo, Ohio 43604
Attn: Executive Director

2. Notwithstanding the foregoing, Rossford shall pay Toledo by remitting to the Toledo Community Improvement Corporation by September 30, 2025, the full amount of JEDZ income revenue that has been withheld by Rossford since 2019 to date. Payment shall be pursuant to the distribution formula contained in the 1992 JEDZ Contract, with 72.67 percent to Rossford and 27.33 percent go to Toledo. Payment shall be accompanied by a detailed signed report of JEDZ income tax revenues from 2019 thru the third quarter of 2025.

3. That Section 9 of the 1992 JEDZ Contract is hereby amended in its entirety to read as follows:

Section 9. TERM OF CONTRACT

This contract shall be in force and effect through December 31, 2060. The parties will discuss extending the amended agreement beyond this date so long as Toledo continues to supply water to the JEDZ area.

4. That Section 10 “Renewal of Contract” of the JEDZ Contract is hereby deleted in in its entirety.

5. It is the intention of the parties that this First Amendment shall be deemed an amendment and continuation of the 1992 JEDZ Contract and its amendments, and not a nullification or termination of the 1992 JEDZ Contract. If this First Amendment should be held invalid, the JEDZ shall continue in existence under the terms of the 1992 JEDZ Contract and its amendments, and all actions taken thereunder shall remain in full force and effect.

6. The parties waive any claims that may exist now or in the future that the contract, including this amendment, is void or voidable on the basis of any past or future changes in state law pertaining to economic development zones, regardless of what such revenue-sharing agreements are called.

7. Except as amended herein, all provisions of the 1992 JEDZ Contract remain in full force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this First Amendment by their duly authorized officers:

[SIGNATURES OF FOLLOWING PAGE.]

Approved as to Form

Dale R. Emch, Law Director

CITY OF TOLEDO, OHIO

By: _____
Wade Kapszukiewicz
Mayor Date

Approved as to Form

Kevin Heban, Law Director

CITY OF ROSSFORD, OHIO

By: _____
Neil A. MacKinnon, III
Mayor Date