

***SUGAR CREEK JOINT
ECONOMIC DEVELOPMENT
DISTRICT CONTRACT***

Thursday, May 29th, 2014

**Townships of Harris & Woodville
Village of Elmore**

**Prepared by:
Ottawa County Community Improvement Corporation
Sandusky County Economic Development Corporation**

SUGAR CREEK JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT

This Joint Economic Development District Contract (the "Contract") is made and entered into as of the 29th day of May, 2014, by and between the Ottawa County Township of Harris, Sandusky County Township of Woodville (the "Townships") and the Ottawa County Village of Elmore (the "Village") in accordance with the terms and provisions set forth herein.

RECITALS: The Townships and the Village intend to enter into this Contract to create and provide for the operation of the Joint Economic Development District (the "District") in accordance with Sections 715.72 through 715.83 of the Revised Code for their mutual benefit and for the benefit of their residents and of the State of Ohio (the "State").

The legislative authorities of the Townships and the Village have each authorized and directed the Townships and the Village, respectively, to make and enter into this Contract by and through their respective officers in accordance with Resolution No. 2-2014 adopted by the Board of Harris Township Trustees on January 20th, 2014, Resolution No. 2014-02 and adopted by the Board of Woodville Township Trustees on March 19th, 2014, and Ordinance No. 4-14, passed by the Village Council of Elmore on April 7th, 2014.

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

Section 1. Creation of District Name. The Townships and the Village, by their combined action evidenced by the signing of this Contract, hereby create a joint economic development district in accordance with the terms and conditions of this Contract. The joint economic development district created by and pursuant to this Contract shall be known as the "Sugar Creek Joint Economic Development District." The Board of Directors (the "Board") of the District may change the name of the District by resolution of the Board.

Section 2. Contracting Parties. The "Contracting Parties" to this Contract are the Townships of Harris and Woodville, existing and operating under the laws of the State, and the Village of Elmore, a municipal corporation existing and operating under the laws of the State, including the codified ordinances of the village and their respective successors, in all or in part.

Section 3. Purpose. The Townships and the Village intend that the creation, operation, and purpose of the District shall be to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the State, the Townships, the Village and the District.

Section 4. Territory of the District. The territorial boundaries of the District are described in Exhibit B attached to and made part of this Contract. This Contract incorporates and includes all

exhibits attached hereto. The territory of the District is located within the Counties of Ottawa and Sandusky (the "Counties") and does not include any parcel of land that is owned in fee by or is leased to a municipal corporation or township, except land owned by a Contracting Party. Furthermore, no electors reside within the area or areas comprising the District and no part of the area or areas comprising the District is zoned for residential use.

Section 5. Addition and Removal of Areas from District.

- (A) Addition to District. The Contracting Parties may amend this Contract from time to time to add to the District any area that was not originally included in the District when this Contract became effective. The Contract may be so amended by amending Exhibit A (Territory of the District) or by adding one or more exhibits to the Contract.
- (B) General JEDD Area. In general, it is intended by the Contracting Parties that the District will include (originally or as expanded) all undeveloped land and all land zoned Commercial or Industrial that is located generally along State Route 51 or as defined in Exhibit A (Territory of the District). It is further intended by the Contracting Parties that land within the General JEDD Area that is not included in the District upon its initial creation may become part of the District through amendments to this Contract.
- (C) Special Agreements. For those situations in which a property owner or an owner of a business within the General JEDD Area has determined not to sign a regular petition to be included in the District (or an addition to the District), the Townships may enter into the special agreements as described in this subsection.

The Townships will enter into agreements with the owners of such property pursuant to which those property owners shall petition to include their property to the District under the following circumstances:

- i. the sale or other transfer of that business if there is otherwise a change in the ownership of that business (so that the current business owner shall petition to be included in the District and the succeeding business owner shall be so bound); or
- ii. the business currently located on that property ceases operation; or
- iii. the business currently located on that property is sold or transferred or there is otherwise a change in the ownership of that business; or
- iv. a new business is located on that property.

Under the circumstances set forth in (iii) and (iv) above, the property owner, pursuant to its agreement with the Townships, shall cause the owner of the business located on the property to sign a petition for the inclusion of the property in the District.

The Townships will enter into agreements with the owners of businesses located on the land within the General JEDD Area pursuant to which those business owners shall petition to be included in the District under the following circumstances:

- i. the sale or other transfer of that property (so that the current property owner shall petition for such property to be included in the District and the succeeding property owner shall be bound); or
- ii. the business currently located on that property ceases operation; or

- iii. the business currently located on that property is sold or transferred or there is otherwise a change in the ownership of that business; or
 - iv. a new business is located on that property.
- Under the circumstance set for in (iii) and (iv) above, the property owner, pursuant to its agreement with the Townships, shall cause the owner of the business located on the property to sign a petition for inclusion of the property in the District.

(D) Removal from District. The Contracting Parties may also amend this Contract from time to time to remove an area from the District in accordance with the procedure set forth in Section 14 of this Contract.

Section 6. Term. The initial term of this Contract shall commence on the effective date of this Contract and shall terminate twenty (20) years from the date of the signing of this Contract with an automatic 20 year renewal, unless otherwise terminated prior to that date as provided herein. The effective date of this Contract, however, shall be the thirty-first day after its approval.

On or before one year prior to the expiration of the term of this Contract, or any extension thereof, the Contracting Parties shall determine whether to extend the Contract and the period for such extension. If the Contracting Parties mutually agree to an extension of the Contract, they shall enter into an agreement to extend the Contract for the period of years set forth in that agreement on or before 180 days prior to the expiration of the Terms of this Contract or any extension thereof. This Contract shall only be renewed and extended by the Contracting Parties if, at the commencement of each Renewal Period, the Emergency Service Agreement between the District and Townships shall have terms concurrent with this Contract as renewed and extended. The Emergency Service Agreement of the District, as described in Exhibit B, is attached to and made part of this Contract. If there will not be any such Emergency Service Agreement in effect for a Renewal Period, this Contract shall not be renewed and extended.

This Contract may be terminated at any time by mutual consent of the Townships, and the Village as authorized by their respective legislative authorities and as provided herein. In order for such termination to be effective, the legislative actions of the Contracting Parties that terminate this Contract must occur and be effective within a period of 90 days of each other.

The provision herein for the initial term and any extension of this Contract recognizes that the accrual of benefits to the parties from this Contract may take decades and that the construction of utility facilities and other possible capital improvements provided for herein is of permanent usefulness and duration.

Notwithstanding Section 14, hereof, this Contract may also be terminated by the Townships or the Village if it is determined at any time, for any reason, by a court of competent jurisdiction that (i) this Contract could not be entered into, cannot be implemented or is invalid or (ii) the income tax provided for in Section 10 hereof is not legal or valid or the District, for any reason, may not levy, collect or distribute that income tax in accordance with this Contract. The determination to so terminate this Contract shall be evidenced by a written notice of such termination from the Village to the Townships. The termination shall occur on the date set forth in that notice. If this Contract is

terminated upon the exercise of this option, the Contracting Parties shall have no further obligation under this Contract.

In the process of termination of this Contract, but prior to final termination, any real or personal property, assets or funds of the District and any obligations, debts or liabilities of the District shall be distributed equally between the Townships and the Village as follows: the Townships each 33 1/3 percent and the Village 33 1/3 percent, provided that, prior to incurring any obligations, debt or liability exceeding \$1,000 per incident not to exceed \$6,000 total, the Board shall have obtained the approval of the Contracting Parties. Before any such distribution, the District shall first use any such property, assets or funds to pay, reduce or settle any obligations, debts or liabilities originally incurred. Obligations of the District include, but are not limited to, obligations of the District to one or more of the Contracting Parties under this Contract or separate agreements for the provision of money, services, facilities, capital improvements or other contributions to the District or otherwise. To the extent permitted by law, obligations of the District to a Contracting Party shall take precedence over other obligations, debts or liabilities of the District.

This Contract shall continue in existence throughout its term and shall be binding on the Contracting Parties and on any entities succeeding the Contracting Parties, whether by annexation, merger or otherwise. Any portion of the territory of the District (not now in a municipal corporation) that is included within a municipal corporation by annexation, merger or otherwise after this Contract, shall continue to be a part of the District subject to the terms of this Contract and to the income tax provided for in Section 10 hereof.

Section 7. Contributions to the District. The Townships and the Village each agree to contribute to the development and operation of the District as set forth herein:

- (A) Utility Service. The Contracting Parties have not entered into separate contracts with each other for utility service. The Contracting Parties shall cooperate with each other, the county departments, the District and with utility service users in the District in obtaining access to sanitary sewer and water services.
- i. Water Service. Access to water service from the Village's water system shall be made available to users in the District. In order to contribute to the availability of the water service, the Village may acquire, construct and install certain water service facilities in the District as requested by users and in accordance with the applicable water service agreements, subject to engineering, legal and economic feasibility. The Village shall enter into water service agreements with water service users, subject to engineering, legal and economic feasibility. The Village shall enter into water service agreements with water service users within the portion of the District that is not in the Village for the provision of water service at rates that are equal to the rates charged to comparable users within the Village at those water service rates plus a surcharge (the "Village Water Rates"), which are revised from time to time. Those water service agreements may also provide for a tap-in fee or other charges to be charged at the time of connection to the water system or at a later time, which may be paid at one time or over an extended period, all as

set forth in those agreements. To the extent permitted by law the Village, may establish special assessment procedures for the levy and collection of special assessments to pay for costs of such improvements.

- ii. Sanitary Sewer Service. Access to sanitary sewer service from the Village's sanitary sewer system shall be made available to users in the District. In order to contribute to the availability of sanitary sewer service, the Village may acquire, construct and install certain sanitary sewer service facilities in the District as requested by users and in accordance with applicable sanitary sewer service agreements, subject to engineering, legal and economic feasibility. The Village shall enter into sanitary sewer service agreements with sanitary sewer service users, subject to engineering, legal and economic feasibility. The Village shall enter into sanitary sewer service agreements with sanitary sewer service users within the portion of the District that is not in the Village for the provision of sanitary sewer service at rates that are equal to the rates charged to comparable users within the Village at those sanitary sewer service rates plus a surcharge (the "Village Sewer Rates"), which are revised from time to time. Those sanitary sewer service agreements may also provide for a tap-in fee or other charges to be charged at the time of connection to the sanitary sewer system or at a later time, which may be paid at one time or over an extended period, all as set forth in those agreements. To the extent permitted by law the Village, may establish special assessment procedures for the levy and collection of special assessments to pay for costs of such improvements.
- iii. Water and sanitary sewer expansion. Water service facilities and sanitary sewer service facilities shall only be extended upon petition of a majority of property owners within the prescribed area to be served. The Townships agree to support the levy of special assessments by the Village when a majority of property owners petition for water service and/or sanitary sewer service to be provided by the Village. If the Village does not levy special assessments under such conditions, the Townships agree to bargain in good faith with the Village to offer alternative revenues for the Village to recover its costs to extend water service or sanitary sewer services into a designated service area in the Townships, regardless whether or not the area to be served is inside the District.
- iv. Ownership, Operations, and Maintenance. All water service facilities and sanitary sewer service facilities that are acquired, constructed or installed by the Village pursuant to this Contract shall be owned, operated and maintained by the Village, unless otherwise determined by the Village.
- v. Other Water and/or Sanitary Sewers Providers. Nothing in this Contract should be construed as designating the Village as the sole or exclusive provider of water and/or sanitary sewer services within the original District or any amended District. As of the effective date of this Contract, the Village is the only viable provider of municipal water and/or sewer services to properties within the original District; however, in the event that another service provider becomes viable in the future,

this Contract will not operate as a bar to such services within the original District or any amended District. In the event the Village chooses to provide such services within the District, nothing in this Contract requires the Village to offer or maintain any specified level of services to future users. It is not presently contemplated that the District will be a purchaser or provider of municipal water or sewer services within or without its designated territory.

- vi. Cooperation. The Townships agree to cooperate with the Village and other agencies in all manner of ways as are reasonably necessary to facilitate the extension of municipal water and sewer services to properties within the District. Areas of cooperation may include, but are not limited to: granting easements or public rights of way, permitting road openings; facilitating inspections; and such other acts as may be necessary to establish municipal infrastructure. It is generally assumed by the parties that the Townships will charge usual and customary costs and fees for any governmental acts or services; and that the Townships shall be reimbursed for out of pocket costs incurred.
- (B) Infrastructure; Financing. The Village may exercise all of the powers of a municipal corporation relating to: (1) the acquisition, construction and improvement of public streets and roads and other public improvements located in the District and the financing thereof, (2) the levy and collection of special assessments or the establishment of other charges (including tap-in fees) to pay all or a portion of the costs of the facilities and improvements described in subsection (A) above and in this subsection (B), (3) those powers, functions and duties provided in Sections 5709.40 through 5709.43 of the Revised Code, and (4) those powers, functions and duties provided in Chapter 133 and other sections of the Revised Code authorizing the financing of capital improvements, which all such exercise and performance shall be deemed to be pursuant to and consistent with this Contract. The Townships and the Village shall also cooperate in obtaining grants and other funding sources for such infrastructure within the District.
- (C) Other Services: The Townships and the Village shall provide services to assist the District with planning, marketing, promotion and related activities to facilitate economic development in the District. In addition, the economic development organizations of Ottawa County and Sandusky County agree to assist in the marketing of available properties in the District to prospective commercial or green (environmentally friendly) industrial enterprises. The Village may provide secretarial services and other staffing as each Contracting Party, in its sole discretion, determines, at no cost or at an agreeable hourly or other rate to the District. In addition, the Board may contract for such services with any of the Contracting Parties on such terms as the Board and the respective Contracting Parties may agree.

The Village shall hold all records or documents of the District for safekeeping. The Village shall maintain those records and documents as are public records of the Village and shall provide copies of those records and documents to the Contracting Parties in accordance with the public records laws of the State.

For the term of this Contract but only so long and to the extent to which the area within the District remains unincorporated, the Townships shall provide the same services to the unincorporated portions of the District that it provides to other unincorporated areas of the Townships, including but not limited to, existing emergency services.

The Ottawa County and Sandusky County economic development offices shall prepare, or cause to be prepared, all documents relating to the formation of the District including, but not limited to, this Contract, notices, forms of the Counties, the Townships, the Village, and the District legislation proceedings. Any costs incurred and paid by Townships in connection with such preparation or in identifying property owners and businesses within the District, describing the District boundaries and obtaining signatures on petitions for the creation of the District (but not including costs and expenses of the Townships from those revenues of the District prior to the distributions set forth in Section 10 hereof), shall be included in the preparation of documents by the Counties economic development offices.

- (D) Financial Contributions. At the request of the Board, the Contracting Parties shall contribute an aggregate amount not to exceed \$2,000 to the District to pay initial administration and other costs generally identified in the request. The contribution amount shall be allocated among the Contracting Parties as follows: the Townships 33 1/3 percent each and the Village 33 1/3 percent. This initial contribution shall be made within 45 days of receipt of the request of the Board. The Contracting Parties may, but are not required to, make other financial contributions to the District. The Contracting Parties shall cooperate with the Board in obtaining financial assistance, both public and private, for economic development projects, but shall not be required to assume any financial obligation in doing so. The contribution amounts shall be refunded to the Contracting Parties by the District within the 5th year of the collection of income tax within the District.

Section 8. Board of Directors. If there are businesses located and persons working within the area or areas to be included in the district, Board of Directors shall be composed of the following members:

- A. (Municipal Member) One member representing the Village and serving an initial term of one (1) year
- B. (Township Member) One member representing the Townships and serving an initial term of two (2) years
- C. (Business Member) One member representing the owners of businesses located within the district and serving an initial term of three (3) years
- D. (Worker Member) One member representing the persons working in the district and serving an initial term of four (4) years
- E. (Chairperson) One member selected by the other four members and serving an initial term of four (4) years

If there are no businesses located and persons working within the area or areas to be included in the district, the Board of Directors shall be composed of the following members:

- A. (Municipal Member) One member representing the Village and serving an initial term of one (1) year
- B. (Township Member) One member representing the Townships and serving an initial term of two (2) years
- C. (Chairperson) One member selected by the other members and serving an initial term of three (3) years

The Municipal Member may be a municipal elected official or employee; with an exemption however of the Commissioner of Taxation or any person reporting to the Commissioner of Taxation. The Village Council shall appoint the municipal member.

The Township Member may be a Township elected official or employee. The Boards of Township Trustees shall appoint the Township Member by mutual agreement.

The Business Member, Worker Member, and Chairperson shall be a resident of one of the contracting parties. The Village Council shall appoint the Business Member. The Boards of Township Trustees shall appoint the Worker Member by mutual agreement.

The Terms of Service: The terms of service of each member shall be established in accordance with the Ohio Revised Code. The members of the Board shall serve without compensations as such members. Necessary and authorized expenses incurred by members on behalf of the District shall be reimbursed from District funds in accordance with procedure established by the Board. Each member shall attend all meetings unless excused by action of the other members. A member who is absent without being excused from three consecutive meetings shall be deemed to have resigned as a member of the Board. In the event of the death, disqualification, removal or resignation of any member of the Board, a new member shall be appointed in the same manner as set forth above to serve as successor for the unexpired term of such member.

Removal of a Board Member: A member of the Board may be removed by the appointing party for "cause," which shall mean: willfully failing to perform duty expressly imposed by this Contract or by law with respect to his or her office; failing to achieve faithful, efficient and intelligent administration of his or her duties of office as required by this Contract or by law; or engaging in conduct unbecoming to such office, as defined by the District Board's Code of Conduct. Removal shall be effective upon receipt of written notice of removal and the reasons therefore by the Board member being removed.

The Officers: The Chairperson of the Board shall be the Board member as provided in the Ohio Revised Code. The Board shall elect the following officers (who along with the Chairperson shall

constitute the Officers of the Board) from among its members: a Vice Chairperson, a Secretary and a Treasurer. The Officers (except the Chairperson) shall be elected at the first meeting of the Board and thereafter every year for a one-year term and shall serve until their respective successors take office. The Board shall establish a procedure for conducting those elections. The Officers shall perform such duties as provided herein and such additional duties as may be provided from time to time by the Board.

Section 9. Powers, Duties, Functions. The Board shall meet at least once each calendar quarter on a date determined by the Board, provided that the first meeting of the Board shall be less than 90 days after this Contract becomes effective, on a date agreed by the Contracting Parties. The Board shall adopt procedures for holding and conducting regular and special meetings. The Board shall establish a mailing address and shall hold its meetings as determined by the Board.

For the purpose of conducting a Board meeting, (1) when the Board consists of five (5) members, three (3) members shall constitute a quorum; and (2) when the Board consists of three (3) members, two (2) shall constitute a quorum. A resolution must receive the affirmative vote of a simple majority. The Board shall act through resolutions adopted by the Board. A resolution adopted by the Board shall be immediately effective unless otherwise provided in that resolution.

The Board may adopt Bylaws for the regulations of the affairs of the Board and the conduct of the business of the Board consistent with this Contract. The Bylaws may be amended or supplemented from time to time by the Board.

The Chairperson shall preside over and conduct the meetings of the Board in accordance with its Bylaws or other procedures adopted by the Board. The Chairperson may call special meetings of the Board by giving notice of such meeting, as provided in the Bylaws, to each number member delivered to his or her residence or place of business. Any three members of the Board may also call a special meeting by providing the same notice. The Vice Chairperson shall act as Chairperson in the temporary absence, incapacity, resignation or removal of the Chairperson. The Secretary shall be the records officer of the Board and shall have those duties as set forth in the Bylaws. The Treasurer shall be the fiscal officer of the Board and shall have those duties as set forth in the Bylaws.

The Bylaws shall designate those Officers who may sign documents on behalf of the Board and those Officers who are required to obtain a fiduciary bond in connection with their duties to the District.

The Board shall adopt an annual budget for the District. The fiscal year of the District shall be the same as the fiscal year of the Village. The budget shall be the estimated revenues and expenses of the District. The Board shall provide a copy of the District's annual budget to the Contracting Parties promptly after its adoption. The Board shall establish an appropriations procedure to provide for payments of the expenses of the District and the distribution of income tax revenues pursuant to and consistent with this Contract.

The Board is authorized to take such necessary and appropriate actions, or establish such programs, to facilitate economic development in the District in accordance with the purposes of this Contract and the funds appropriated or available for such actions or programs.

The Board shall contract with or through the Village for all Administrative Services. The Board may enter into an agreement with the Village to administer and implement employment and discharge of, and salaries, benefits and work rules established for, employees of the District. All costs of employment, including but not limited to, compensation, salaries, benefits taxes and insurance, shall be paid from revenues of the District to the Village. The Village shall not be the employer and shall have no responsibility or liability for any costs of employment or any other costs, expenses or liabilities arising from such employment.

This Contract grants the Board the power and authority to adopt a resolution to levy an income tax within the District in accordance with Ohio Revised Code hereof.

The Board is authorized to do all acts and things necessary or convenient to carry out the powers in this Contract.

The Townships may exercise all of the powers of a township, and may perform all of the functions and duties of a township, within the District, including but not limited to, those powers, functions and duties set forth elsewhere in this Contract, as well as such others that are determined by the Townships to be necessary to carry out the purposes of this Contract, all of which such exercise and performance shall be deemed to be pursuant to and consistent with this Contract.

The Village may exercise all of the powers of a municipal corporation, and may perform all of the functions and duties of a municipal corporation, within the District, including but not limited to, those powers, functions and duties set forth elsewhere in this Contract, as well as such others that are determined by the Village to be necessary to carry out the purposes of this Contract, all of which such exercise and performance shall be deemed to be pursuant to and consistent with this Contract.

Section 10. Income Tax. The Board may adopt a resolution to levy an income tax in the District at a rate not to exceed the Village's income tax rate. This income tax shall go into effect within 60 days of the adoption of that resolution, as provided therein. The Board shall promptly notify the businesses within the District, the Contracting Parties and the administrator of the income tax of such a change. The revenues of the District income tax shall be used for the purposes of the District and the Contracting Parties pursuant to this Contract. Income from seasonal crop production activities within the District is exempt from an income tax levied within the District.

The Board shall adopt, by resolution, all of the provisions (other than the rate) of the income tax legislation of the Village, as that legislation may be amended from time to time, as applicable to the District income tax. The income tax levied by the Board pursuant to this Contract shall apply in the entire District throughout the term of this Contract, notwithstanding that all or a portion of the District becomes subject to annexation, merger or incorporation.

The Board shall enter into an agreement with the Village to administer, collect and enforce the income tax on behalf of the District, provided that such agreement may be assigned or subcontracted to another agency by the Village to perform those functions for the District (the "Tax Agreement").

At the discretion of the Board, the District shall annually set aside an amount equal to not less than one-half of one percent of the amount of the income tax collected for long-term maintenance of the District. Long-term maintenance of the District shall mean providing for the administration of the District, which may include but is not limited to the administration and collection of the District income tax. The Board shall use its revenues to meet the current obligations of the District not to exceed \$10,000 without prior approval of the townships and the village, including but not limited to, obligations of the District to one or more of the Contracting Parties under this Contract (including but not limited to the Tax Agreement) or under separate agreements for the provision of money, services, facilities, capital improvements or other contributions to the District, in accordance with the terms under which such obligation, debts or liabilities were originally incurred. To the extent permitted by law, obligations of the District to a Contracting Party shall take precedence over other obligations, debts or liabilities of the District.

The Board shall then distribute the remaining income tax revenues to the Contracting Parties. The distribution of such portion of the income tax revenues (*the "Distributable Revenues"*) shall be made annually on or before June 30th of the following year and shall be allocated to the Contracting Parties as follows: 33 1/3 percent of the Distributable Revenues to each of the Townships and 33 1/3 percent of the Distributable Revenues to the Village, with the Contracting Parties' review of the revenue split twelve (12) months after the first (1) year of generating revenues.

The Treasurer of the District shall make a quarterly report to the Board regarding the receipt and distribution of the income tax of the District and the operating income and expenses of the District for the preceding quarter and the projections for the next quarter. The Treasurer's quarterly report shall be provided to the Contracting Parties.

Section 11. Annexation. The Village shall not annex any property located in the District as long as this Contract is in effect. The contracting parties shall cooperate in resisting any annexation, mergers or consolidation process involving Township territory to any third party governmental unit or political subdivision; provided however, the Village shall not be required to become a party plaintiff to litigation or to participate in litigation expense with regard to any annexation, merger, or consolidation process involving the Townships and any such third party. The contracting parties may waive the prohibition of annexation by mutual agreement, by action of their legislative authorities, and no formal amendment of this Contract shall be required to give effect to such waiver.

The creation of the District shall not be construed to affect real property taxation within the District territory and shall not affect the Townships' distributive share of real property tax revenue.

Annexations permitted within the District during the term of this Contract shall be limited to such annexations as are contemplated and occur pursuant to the version of R.C. §709.023, which is current through File 98 of the 129th General Assembly. Permitted annexations are further described as "Expedited Type 2 Annexations" as that term is defined in Chapter 5 of the County Commissioners Association of Ohio - Commissioners Annexation Manual, October, 2001 ("CCAO Annexation Manual"). This 2013 Agreement is not intended to modify the statutory requirements set forth in the sections of the Revised Code applicable to annexation. (See CCAO Annexation Manual at pp. 35-36.)

Section 12. Zoning, Planning, and Building Authorities. The Townships shall be the zoning and planning authority for the District. The Townships agree to consider zoning property within the District as defined by the Harris and Woodville Townships current Turnpike Service District zoning definition (Exhibit C). The Townships agree to establish and maintain, to the extent permitted by law, the zoning of the property as business, commercial or industrial uses within the District. The County of Ottawa shall be the building permit issuing and enforcing authority for the District including the District areas within Sandusky County. The provisions of this Section 12 constitute an agreement by the Contracting Parties pursuant to, provided that the Counties, the Village and the Townships may enter into other agreements.

Section 13. Defaults, Remedies, and Mediation. A failure to comply with the terms of this Contract shall constitute a default hereunder. The Contracting Party in default shall have 60 days after receiving written notice from the other Contracting Party of the event of default to cure that default. If the default is not cured within that time period, the non-defaulting Contracting Party may sue the defaulting Contracting Party for specific performance under this Contract or for actual damages or both. Other than as provided in Section 6 hereof, this Contract may not be canceled or terminated because of a default unless the Townships and the Village agree to such cancellation or termination.

In the event that the Townships and the Village have a dispute under this Contract whether related to breach of or default under this Contract by a Contracting Party or otherwise, and prior to filing any litigation in connection with such dispute, the Contracting Parties and the District shall participate in non-binding mediation (the "Mediations") for a period of 90 days (or more if so determined by the Contracting Parties and the District). The Mediations shall be conducted by an independent Mediator that is mutually agreed upon by the District Board. In the event that the District Board is unwilling or unable to designate a mediator, the Presiding Judges of Ottawa and Sandusky Counties' Court of Common Pleas shall jointly appoint a mediator and such mediator shall establish the procedures for such mediation.

Section 14. Amendments. In addition to the amendments provided for in Section 5 hereof, this Contract may be amended by the Townships and the Village only in a writing approved by the respective legislative authorities of each of the Contracting Parties by appropriate legislation authorizing that amendment. In order for such amendment to be effective, the legislative actions of the Contracting Parties that amend this Contract must occur and be effective within a period of 90 days of each other.

Section 15. Binding Effect. This Contract shall inure to the benefit of and shall be binding upon the District, the Townships and the Village and their respective permitted successors, subject, however, to the specific provisions hereof. This Contract shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence.

Section 16. Support of Contract. The Townships and the Village agree to cooperate with each other and to use their best efforts to do all things necessary for the creation and continued operation of the District. In the event that this Contract or any of its terms, conditions or provisions is challenged by any third party or parties in a court of law, the Townships and the Village agree to cooperate with one another and to use their best efforts in defending this Contract with the objective of upholding this Contract. The Townships and the Village shall each bear its own costs in any such proceeding challenging this Contract or any term, condition or provision thereof, provided that the Board shall reimburse the Townships and the Village for such costs to the extent funds of the District are available and appropriated thereof. In the event that District funds are not available and appropriated thereof, the costs of any such proceeding shall be allocated among the Contracting Parties as follows: the Townships each 33 1/3 percent and the Village 33 1/3 percent.

Section 17. Signing Other Documents. The Contracting Parties agree to cooperate with one another and to use their best efforts in the implementation of this Contract and to sign or cause to be signed, in a timely manner, all other necessary instruments and documents, and to take any and all actions, in order to effectuate the purposes of this Contract.

Section 18. Severability. In the event that any section, paragraph or provision of this Contract, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason:

- i. that illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof made, assumed, entered into or take, all of which be consumed and enforced as if the illegal invalid portion were not contained herein or therein, and
- ii. the illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof, and
- iii. each section, paragraph, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.

Section 19. Governing Law. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Ohio. In the event that Sections 715.72 through 715.83 of the Revised Code are amended or supplemented by the enactment of a new section or sections of the Revised Code relating to joint economic development districts, the Contracting Parties may agree at the time to follow either the provisions of Sections 715.72 through 715.83 existing on the date of this Contract or the provisions of Sections 715.72 through 715.83 as amended or supplemented, to the extent permitted by law.

Section 20. Miscellaneous. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions of sections hereof. When using the phrase "to the extent permitted by law" herein, "law" means statues of the State of Ohio as interpreted by the courts of the State or the federal courts.

IN WITNESS WHEREOF, the Townships, and the Village acknowledge the authorization of the foregoing Contract.

TOWNSHIP OF HARRIS, COUNTY OF OTTAWA, STATE OF OHIO

BY: Carol Baker
Carol Baker, Trustee

BY: Jerald Haar
Jerald Haar, Trustee

BY: Beverly Haar
Beverly Haar, Trustee

ATTESTED: David Roberstine
David Roberstine, Harris Township Fiscal Officer

TOWNSHIP OF WOODVILLE, COUNTY OF SANDUSKY, STATE OF OHIO

BY: Kenneth E. Green
Kenneth E. Green, Trustee

BY: William R. Hammer
William R. Hammer, Trustee

BY: Paul A. Heineman
Paul A. Heineman, Trustee

ATTESTED: Lori Kepus
Lori Kepus, Woodville Township Fiscal Officer

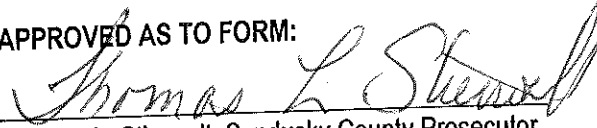
VILLAGE OF ELMORE, COUNTY OF OTTAWA, STATE OF OHIO

BY: Matthew L. Damschroder
Matthew L. Damschroder, Mayor

APPROVED AS TO FORM:

Mark E. Mulligan
Mark E. Mulligan, Ottawa County Prosecutor

APPROVED AS TO FORM:


Thomas L. Stierwalt, Sandusky County Prosecutor

APPROVED AS TO FORM:


P. Martin Aubry, Village of Elmore Solicitor

EXHIBITS:

Exhibit A – Township Resolutions and Village Ordinance

Exhibit B - Territory District Maps

Exhibit C - Harris and Woodville Township Tumpike Service District Zoning Map

Exhibit D - Emergency Service Agreement;

Exhibit E - Sheriffs Mutual Aid Procedure Document

Exhibit A:

Township Resolutions and Village Ordinance

**A RESOLUTION APPROVING THE SUGAR CREEK JOINT
ECONOMIC DEVELOPMENT DISTRICT CONTRACT**

The Board of Trustees of Harris Township, Ottawa County, met in regular session on January 20, 2014, commencing at 7:30 P. M. at 321 Rice St., Elmore, Ohio, with the following members present: Jerald Haar, Carol Baker, and Beverly Haar

The Fiscal Officer advised the Board that the notice requirement of Section 121.22 of the Revised Code and the implementing rules adopted by the Board pursuant thereto were complied with for the meeting. Trustee Baker moved the adoption of the following resolution:

WHEREAS, the Township of Harris, Ottawa County, the Village of Elmore, Ottawa County, and the Township of Woodville, Sandusky County have negotiated and intend to enter into a Sugar Creek Joint Economic Development District Contract ("the Contract") to create and provide for the operation of the Sugar Creek Joint Economic Development District ("the District") in accordance with Section 715.72 to 715.83 of the Revised Code for their mutual benefit and for the benefit of their residents and the State of Ohio.

NOW, THEREFORE, BE IT RESOLVED by the Board of Township Trustees of Harris Township, Ottawa County, State of Ohio, that:

1. This Board finds and determines that (i) this Board held a public hearing concerning the Contract at 7:30 P. M. on January 20, 2014, in accordance with Section 715.72 of the Revised Code, (ii) 30 days public notice of the time and place of that public hearing was provided in the Port Clinton News Herald, a newspaper of general circulation in the Township, (iii) during the 30-day period prior to that public hearing, a copy of the text on the Contract, together with copies of District maps and plans related to or part of the Contract, were on file for public examination in the office of the Harris Township Fiscal Officer, (iv) public comment and recommendation on the proposed contract were made pursuant to the public hearing, and (v) the Contract has been revised and is on file with the Fiscal Officer.
2. The Board approves the Sugar Creek Joint Economic Development District Contract ("the Contract") now on file with the Fiscal Officer (see the Contract attached hereto as Exhibit "A", incorporated herein by reference). The Contract shall be signed by the Township Trustees on behalf of the Township.
3. A copy of the text of the Contract, together with copies of District maps and plans related to or part of the Contract, shall remain on file in the office of the Fiscal Officer.
4. The Fiscal Office is authorized, on behalf on the Township, to file or cause to be filed, jointly with the Village of Elmore and Township of Woodville, Sandusky

County, with the legislative authority of the County, (i) a signed copy of the Contract, together with copies of District maps and plans related to or part of the Contract, (ii) a certified copy of this resolution and (iii) a signed certificate of the Township that the public hearing has been held, the date of such and evidence of the publication of the notice of such hearing.

- 5. The Harris Township Trustees, the Fiscal Officer and other Township officials, as appropriate, are each authorized to take such action, or to cause such actions to be taken, on behalf of the Township, including signing agreement or other instruments contemplated by the Contract or deemed necessary or appropriate, in order to achieve approval of the Contract within the Township and to accomplish the purposes of this resolution and the Contract.
- 6. The Board of Trustees finds and determines that all formal action of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board and that all deliberations of the Board and of any committees that resulted in those formal action were in meeting open to the public in compliance with the law.

Trustee Jerry Haar seconded the motion.

Upon roll call on the adoption of the resolution, the vote was as follows:

Trustee Jerald Haar YES Trustee Carol Baker YES
 Trustee Beverly Haar YES

Adopted on January 20, 2014.

Jerald Haar
 Jerald Haar

Carol Baker
 Carol Baker

Beverly Haar
 Beverly Haar

Attested: [Signature]
 David Robenstine, Harris Township Fiscal Officer

The foregoing is a true and correct certified copy of the Resolution Approving the Sugar Creek Joint Economic Development District Contract.

[Signature]
 David Robenstine, Harris Township Fiscal Officer

Resolution 2014 - 02
A RESOLUTION APPROVING THE SUGAR CREEK JOINT
ECONOMIC DEVELOPMENT DISTRICT CONTRACT

The Board of Trustees of Woodville Township, Sandusky County, met in regular session on March 19, 2014, commencing at 7:40 p.m. at 321 East Main Street, Woodville, Ohio, with the following members present: William Hammer, Kenneth Green, Paul Heineman.

The Fiscal Officer advised the Board that the notice requirement of Section 121.22 of the Revised Code and the implementing rules adopted by the Board pursuant thereto were complied with for the meeting. Trustee Hammer moved the adoption of the following Resolution:

WHEREAS, the Township of Woodville, Sandusky County, the Village of Elmore, Ottawa County, and the Township of Harris, Ottawa County have negotiated and intend to enter into a Sugar Creek Joint Economic Development District Contract ("the Contract") to create and provide for the operation of the Sugar Creek Joint Economic Development District ("the District") in accordance with Section 715.72 to 715.83 of the Revised Code for their mutual benefit and for the benefit of their residents and the State of Ohio.

NOW, THEREFORE, BE IT RESOLVED by the Board of Township Trustees of Woodville Township, Sandusky County, State of Ohio, that:

1. This Board finds and determines that (i) this Board held a public hearing concerning the Contract at 7:00 p.m. on March 19, 2014, in accordance with Section 715.72 of the Revised Code, (ii) 30 days public notice of the time and place of that public hearing was provided in the Suburban Press on February 17, 2014, a newspaper of general circulation in the Township, (iii) during the 30-day period prior to that public hearing, a copy of the text on the Contract, together with copies of District maps and plans related to or part of the Contract, were on file for public examination in the office of the Woodville Township Fiscal Officer and the Woodville Public Library, (iv) public comment and recommendation on the proposed contract were made pursuant to the public hearing, and (v) the Contract has been revised and is on file with the Fiscal Officer.
2. The Board approves the Sugar Creek Joint Economic Development District Contract ("the Contract") now on file with the Fiscal Officer (see the Contract attached hereto as Exhibit "A", incorporated herein by reference). The Contract shall be signed by the Township Trustees on behalf of the Township.
3. A copy of the text of the Contract, together with copies of District maps and plans related to or part of the Contract, shall remain on file in the office of the Fiscal Officer.

Resolution 2014 - 02
A RESOLUTION APPROVING THE SUGAR CREEK JOINT
ECONOMIC DEVELOPMENT DISTRICT CONTRACT

4. The Fiscal Office is authorized, on behalf on the Township, to file or cause to be filed, jointly with the Village of Elmore and Township of Harris, Ottawa County, with the legislative authority of the County, (i) a signed copy of the Contract, together with copies of District maps and plans related to or part of the Contract, (ii) a certified copy of this resolution and (iii) a signed certificate of the Township that the public hearing has been held, the date of such and evidence of the publication of the notice of such hearing.

5. The Woodville Township Trustees, the Fiscal Officer and other Township officials, as appropriate, are each authorized to take such action, or to cause such actions to be taken, on behalf of the Township, including signing agreement or other instruments contemplated by the Contract or deemed necessary or appropriate, in order to achieve approval of the Contract within the Township and to accomplish the purposes of this Resolution and the Contract.

6. The Board of Trustees finds and determines that all formal action of this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of the Board and of any committees that resulted in those formal action were in meeting open to the public in compliance with the law.

Trustee Green seconded the motion.

Upon roll call on the adoption of the Resolution, the vote was as follows:

William Hammer, yes
William Hammer

Kenneth Green, yes
Kenneth Green

Paul M. Heineman, YES
Paul Heineman

Attested: Lori Kepus
Lori Kepus, Woodville Township Fiscal Officer

The foregoing is a true and correct certified copy of the Resolution Approving the Sugar Creek Joint Economic Development District Contract.

Lori Kepus
Lori Kepus, Woodville Township Fiscal Officer

Adopted on March 19, 2014

AN ORDINANCE APPROVING THE SUGAR CREEK JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT

The Council of the Village of Elmore, Ottawa County, met in special session on April 7, 2014, commencing at 7:15 P.M. at the Village Hall.

The Fiscal Officer advised the Council that the notice requirement of Section 121.22 of the Revised Code and the implementing rules adopted by the Council pursuant thereto were complied with for the meeting.

WHEREAS, the Township of Harris, Ottawa County, the Village of Elmore, Ottawa County, and the Township of Woodville, Sandusky County have negotiated and intend to enter into a Sugar Creek Joint Economic Development District Contract ("the Contract") to create and provide for the operation of the Sugar Creek Joint Economic Development District ("the District") in accordance with Section 715.72 to 715.83 of the Revised Code for their mutual benefit and for the benefit of their residents and the State of Ohio.

NOW, THEREFORE, BE IT ORDAINED by the Council the Village of Elmore, Ottawa County, State of Ohio, that:

1. The Council finds and determines that (i) this Council held a public hearing concerning the Contract at 7:00 P.M. on April 7, 2014, in accordance with Section 715.72 of the Revised Code, (ii) 30 days public notice of the time and place of that public hearing was provided in the Port Clinton News Herald, a newspaper of general circulation in the Village, (iii) during the 30-day period prior to that public hearing, a copy of the text on the Contract, together with copies of District maps and plans related to or part of the Contract, were on file for public examination in the office of the Village Fiscal Officer, (iv) opportunity for public comment and recommendation on the proposed contract were made pursuant to the public hearing, and (v) the Contract has been revised several times and is on file with the Fiscal Officer.
2. The Council approves the Sugar Creek Joint Economic Development District Contract ("the Contract") now on file with the Fiscal Officer (see the Contract attached hereto as Exhibit "A", incorporated herein by reference). The Contract shall be signed by the Mayor on behalf of the Village.
3. A copy of the text of the Contract, together with copies of District maps and plans related to or part of the Contract, shall remain on file in the office of the Fiscal Officer.
4. The Fiscal Officer is authorized, on behalf of the Village, to file or cause to be filed, jointly with the Township of Harris and Township of Woodville, Sandusky County,

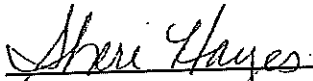
with the legislative authority of the county, (i) a signed copy of the Contract, together with copies of District maps and plans related to or part of the Contract, (ii) a certified copy of this ordinance and (iii) a signed certificate of the Village that the public hearing has been held, the date of such and evidence of the publication of the notice of such hearing.

5. The Mayor, the fiscal Officer and other Village officials, as appropriate, are each authorized to take such action, or to cause such actions to be taken, on behalf of the Village, including signing agreements or other instruments contemplated by the Contract or deemed necessary or appropriate, in order to achieve approval of the Contract within the Village and to accomplish the purposes of this ordinance and the Contract.
6. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirement of the Village of Elmore and the State of Ohio.
7. This Ordinance shall be in effect at the earliest time allowed by law.

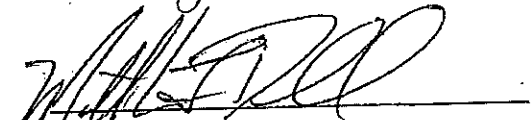
PASSED: 4-7-14

Vote to Suspend the Rules Yeas 5 Nays 0

ATTEST:


Fiscal Officer


President of Council


Mayor

P. MARTIN AUBRY
VILLAGE SOLICITOR

FISCAL OFFICER'S CERTIFICATE AS TO PUBLICATION

This is to certify that publication of the foregoing Ordinance was duly made as provided in Ordinance No. 14-09, adopted June 8, 2009, by the following method:

By posting certified copies thereof in the five (5) public places specified in Codified Ordinance No. 14-09, said posting having been accomplished on the following date:

4-8-14

Sheri Hayes
Fiscal Officer

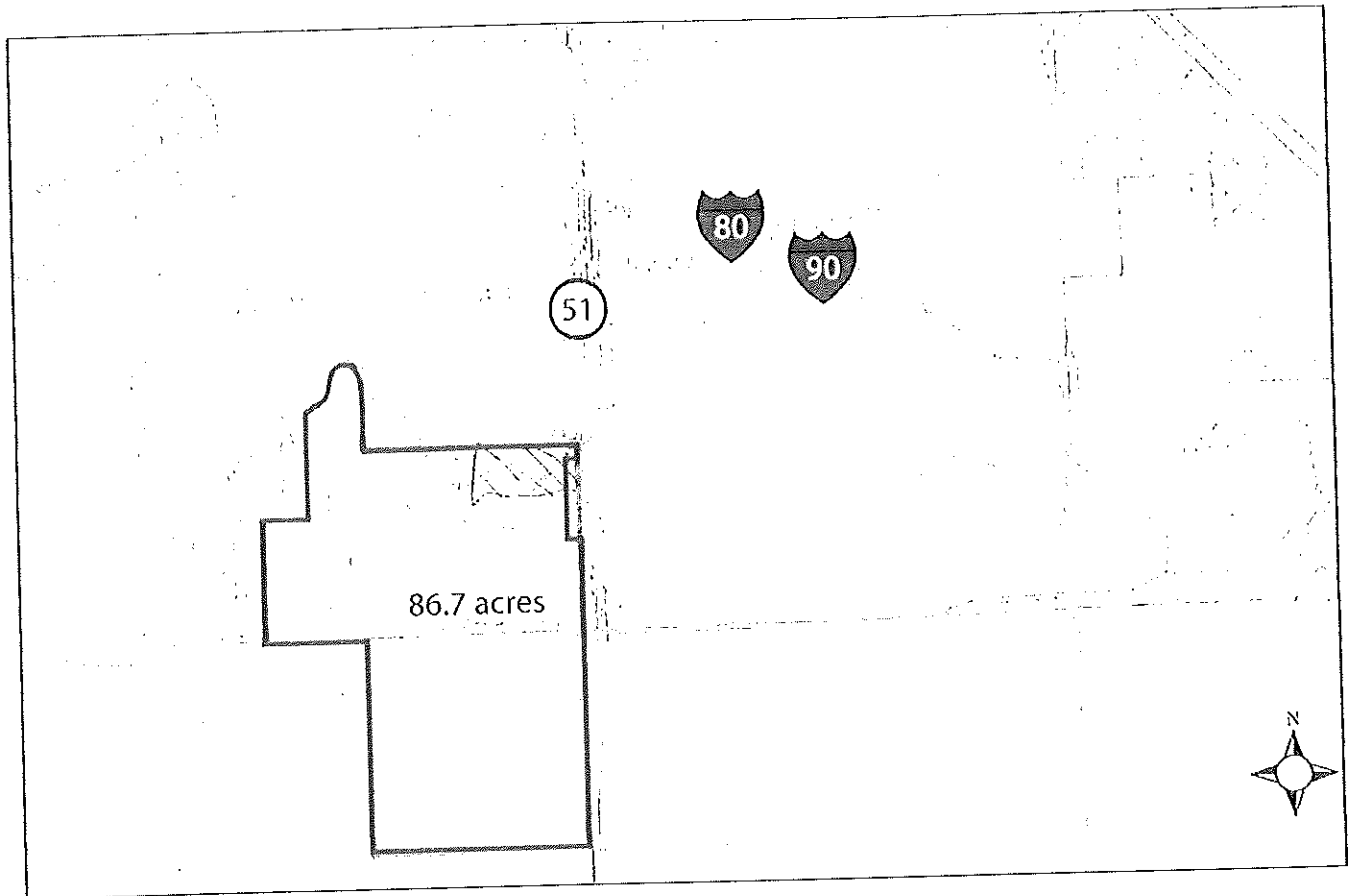
FISCAL OFFICER'S CERTIFICATE AS TO AUTHENTICITY

I hereby certify that the foregoing Ordinance is a true copy of the aforesaid Ordinance No. 4-14, together with a true and accurate record of the adoption by the Village of Elmore, Ohio.

Sheri Hayes
Fiscal Officer

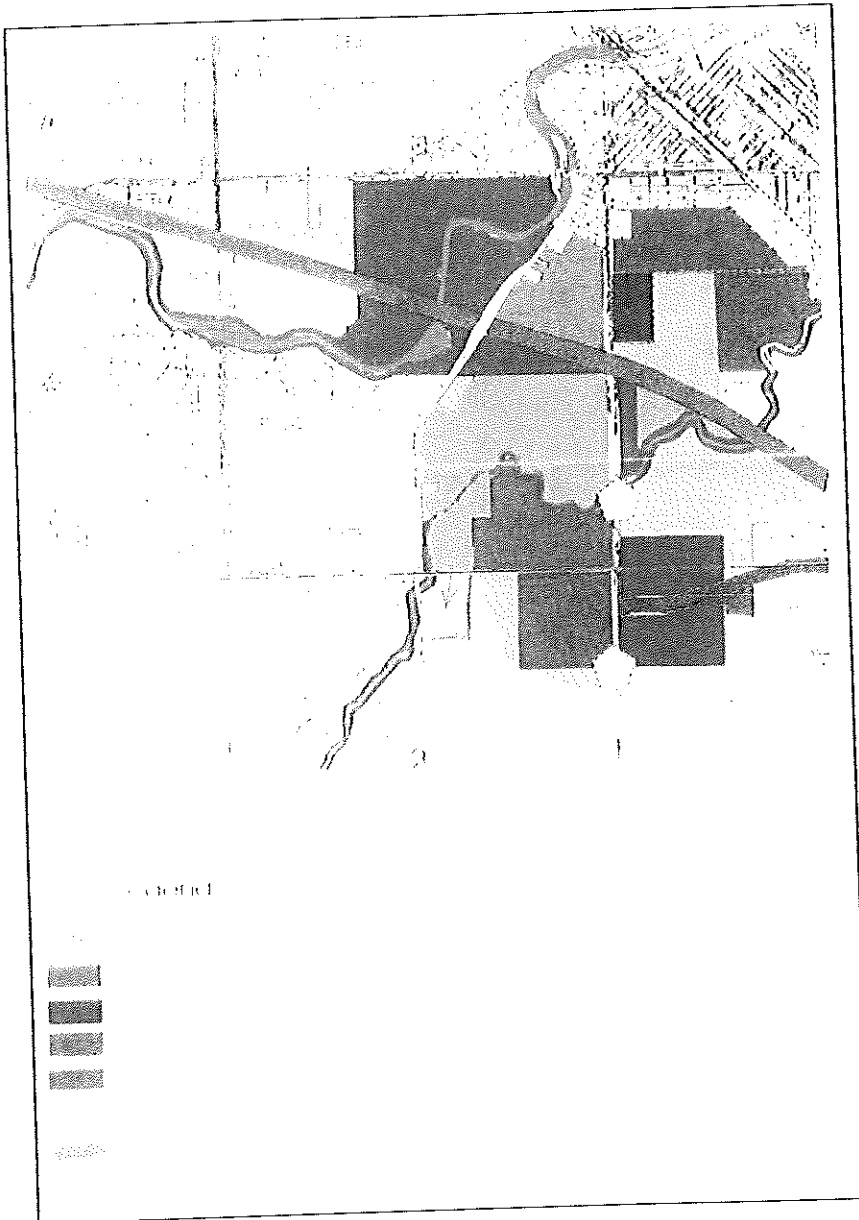
Exhibit B:

Territory District Maps



Remarks:

- This property has been proposed for annexation to the Village of Elmore. Annexation could enhance the property with the following attributes:
 - Utilities extended.
 - Electricity available through the Village of Elmore at very reasonable rates. Current rate approximates \$.07 per kilowatt hour.
 - Potential commercial zoning along the frontage combined with proposed Planned Business Park District for the remainder.
 - Possible Community Reinvestment Area (CRA) or Enterprise Zone status.
 - Potential for signalized intersection.
- Possible residential development.
- Proposed site plans available.



Proposed Land Use Plan

Real Estate Taxes as of 2003:

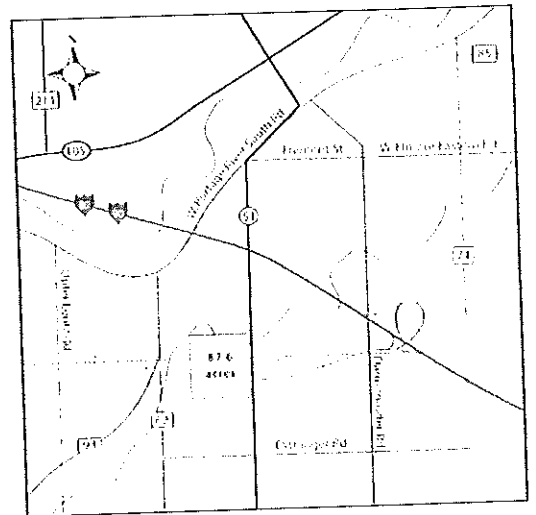
Ottawa County
Parcel Number:
 017-18834-25285-000

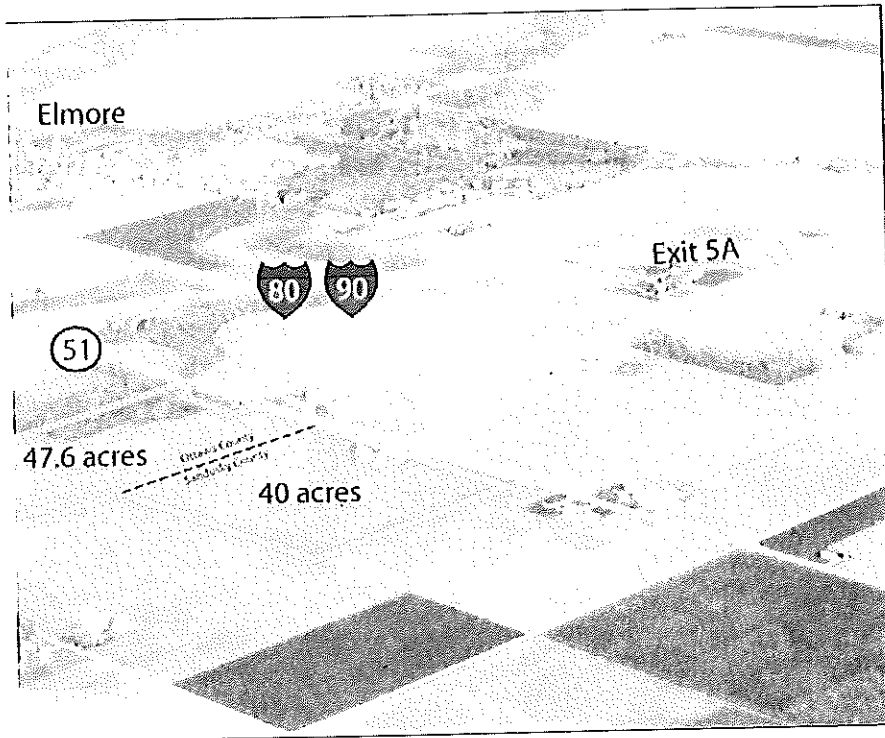
Sandusky County
Parcel Number:
 28-25-000-00900

Total Annual Taxes: \$556.74

Traffic Counts as of 1998:

- 2,630 – SR 51
- 1,510 – Ohio Turnpike ramp





Adjacent Land:

Turnpike Exit 5A
 icky

North: Agricultural
South: Agricultural
East: Agricultural
West: Agricultural

nited access

Utilities:

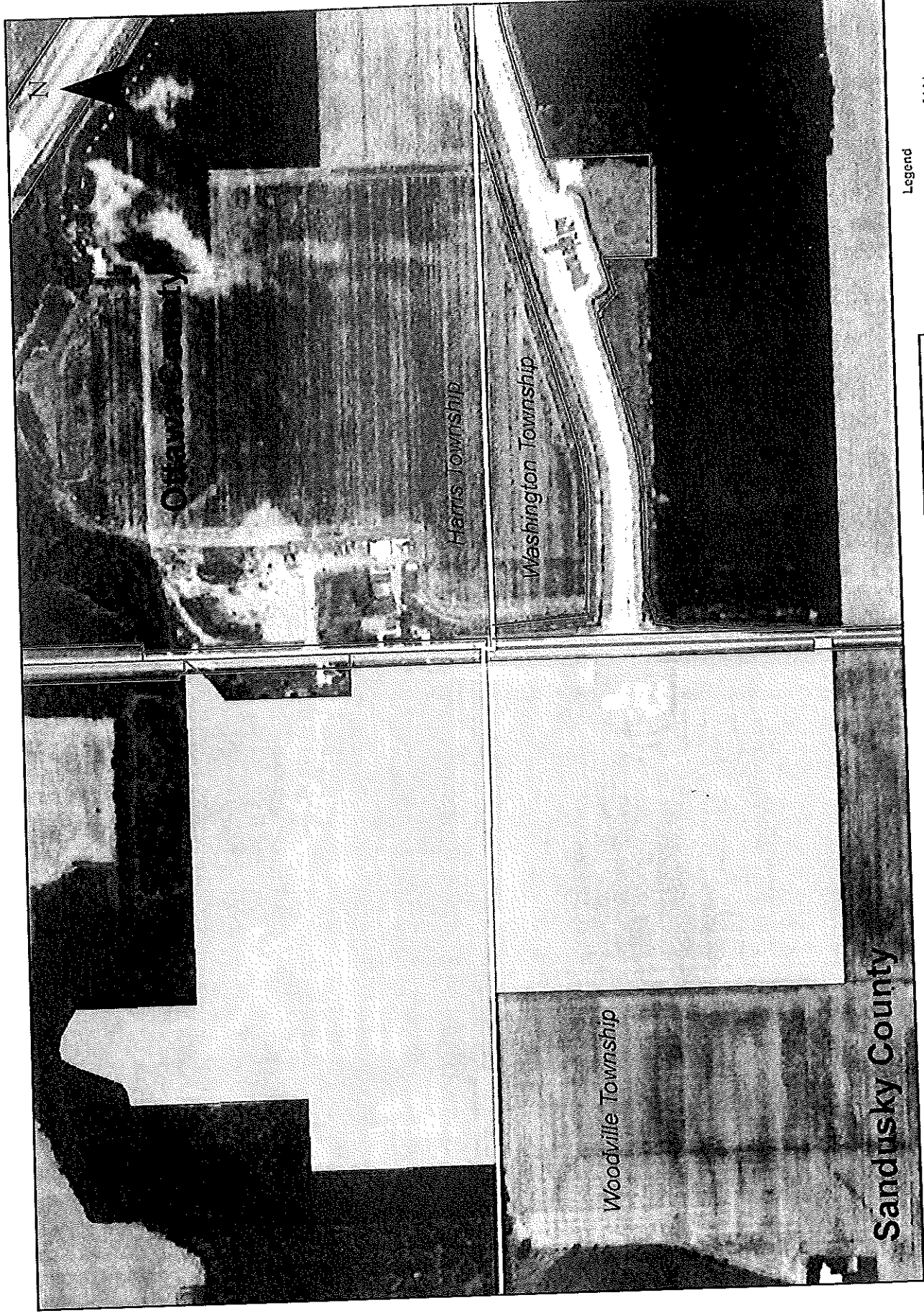
orth
 ch house, farm buildings

Electric: Toledo Edison
Gas: No
Water: No
Sanitary Sewer: No
Storm Sewer: No

Exhibit C:

Harris and Woodville Township Turnpike Service District Zoning Map

SR 53 JEDD Overview



- Legend
- Right-of-Way
 - JEDD
 - Township Boundary
 - County Boundary

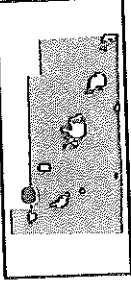


Exhibit D

Emergency Service Agreement;

**SUGAR CREEK JOINT ECONOMIC DEVELOPMENT DISTRICT
EMERGENCY SERVICE MUTUAL AID AGREEMENT**

THIS AGREEMENT is entered into this 29th day of May, 2014 by and between the Harris Township Trustees, 321 Rice Street, Elmore, Ohio; Woodville Township Trustees, 321 E. Main Street, Woodville, Ohio; (hereafter "Townships"), and Sugar Creek Joint Economic Development District, SR 51, Elmore, Ohio (hereafter "District");

WHEREAS, the Townships' operate fire departments staffed with full time, part time, and volunteer firefighters/EMT's, and

WHEREAS, it is the intent of the parties to initiate automatic aid whenever either the Townships dispatch receives a call for the need of emergency services in the District, and

WHEREAS, this Agreement is not intended to supersede existing mutual aid agreements and all departments will continue to provide resources and to help others when requested in the District.

NOW THEREFORE, in consideration of the mutual promises herein the parties agree as follows in the District;

- I. **Upon a dispatch center receiving a call for a known or suspected emergency in the District, when necessary or required:**
 - a. The receiving dispatch center will immediately dispatch its department (primary department);
 - b. It will then notify the other dispatch centers (assisting department);
 - c. The assisting department will then be dispatched;
 - d. The assisting department will notify its dispatch that it is enroute at which time it will switch to the other department's frequency. All remaining radio traffic will be handled by the primary department's dispatch.

- II. **On-Scene Operations in the District:**
 - a. The primary department will typically arrive on-scene initially and assume command;
 - b. As the assisting department approaches the scene it will contact the incident commander for its assignments;
 - c. If the assisting department would arrive at the scene initially it will assume command and begin operations;
 - d. When the primary department arrives at the scene the officer-in-charge will receive a report from the incident commander at which time he/she will assume command and operations will continue.

- III. **Incident Completion in the District:**
 - a. The assisting department will be released at the discretion of the primary department, without any unreasonable delays;

- b. The assisting department will notify the primary department's dispatch that it is leaving the scene following which it will return to its "normal" frequency. The assisting department will then notify its dispatch that it is returning, from this point all radio traffic will be on each department's own frequency.

IV. Terms of the "Mutual Aid" Agreement in the District:

- a. This Agreement has been approved by the Townships, attached are the Townships' Resolutions that support their approvals;
- b. This Agreement shall become effective upon signature of all parties hereto and shall extend without further action by the Townships for 20-year periods with an automatic 20-year renewal that is concurrent with the terms of the District's JEDD Agreement;
- c. Prior to a Renewal Period this Agreement shall be reviewed and updated, if necessary, by the District and the Townships;
- d. This Agreement may be terminated at any time by mutual consent of the District and the Townships as authorized by their respective legislative authorities. In order for such termination to be effective, the legislative actions of the District and the Townships that terminate this Agreement must occur and be effective within a period of 90 days of each other;
- e. This Agreement requires being attached and made part of the District's JEDD Agreement.

V. Entire "Mutual Aid" Agreement:

- a. This Agreement and all the attachments included shall constitute the entire Agreement of the parties and shall supersede all prior negotiations and representations, whether written or oral.

WHEREFORE, the parties, as evidence of the Agreement to the above provisions, have set their hands hereunto and affixed our signatures the 29th day of May, 2014.

LEGISLATIVE AUTHORITY FOR:

TOWNSHIP OF HARRIS, COUNTY OF OTTAWA, STATE OF OHIO

BY: Carol Baker
Carol Baker, Trustee

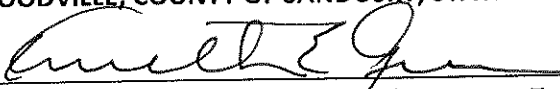
BY: Jerald Haar
Jerald Haar, Trustee

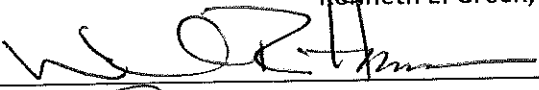
BY: Beverly Haar
Beverly Haar, Trustee


ATTESTED:

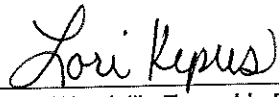
David Robenstine
David Robenstine, Harris Township Fiscal Officer

TOWNSHIP OF WOODVILLE, COUNTY OF SANDUSKY, STATE OF OHIO

BY: 
Kenneth E. Green, Trustee

BY: 
William R. Hammer, Trustee

BY: 
Paul A. Heineman, Trustee

ATTESTED: 
Lori Kepus, Woodville Township Fiscal Officer

APPROVED AS TO FORM:


Mark E. Mulligan, Ottawa County Prosecutor

APPROVED AS TO FORM:



Thomas L. Stierwalt, Sandusky County Prosecutor

Exhibit E

Sheriffs' Mutual Aid Procedure Document

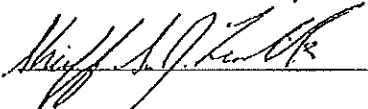


Memorandum of Understanding between
The Ottawa County Sheriff's Office
And
The Sandusky County Sheriff's Office

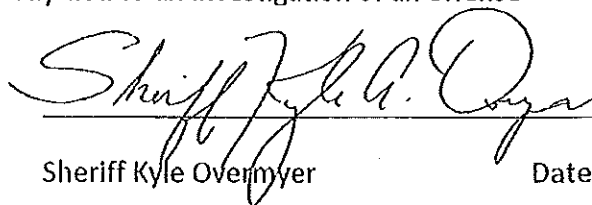
This memorandum of understanding between The Ottawa County Sheriff's Office and The Sandusky County Sheriff's Office shall become effective immediately. This memorandum is specifically for the effective powers of arrest of deputies from each agency while performing their duties while immediately adjacent to each other's county and only while on duty and while performing their official duties.

Both agencies understand that a joint venture has taken place between the economic development agencies from Ottawa and Sandusky Counties. This joint venture (from here on to be referred to as the "industrial park") has property which is located within both, Ottawa and Sandusky Counties. Both Sheriff's Offices understand that proper police protection for the "industrial park" can only take place if this memorandum of understanding is in total effect.

Effective immediately, any deputy, supervisor, or employee of The Ottawa County Sheriff's Office or The Sandusky County Sheriff's Office has the authority to enforce state laws, as described within The Ohio Revised Code, while performing their official duties within both Ottawa and Sandusky Counties, regardless of which their original oath was taken, so long as the performance of the duties began in or pertains to enforcement and / or protection of persons or property within the "industrial park", or is directly tied to an investigation of an offense within the "industrial park."



Sheriff Stephen J. Levorchick Date 02-01-2013



Sheriff Kyle Overmyer Date 2-1-13