

**NOTICE OF PROCEEDINGS MEETING**  
**City Council of the City of Defiance, Ohio**  
**Charles D. Beard Council Chambers**  
**City Hall, 631 Perry Street, Defiance, OH 43512**

REGULAR MEETING OF COUNCIL  
TUESDAY APRIL 14, 2026  
7:00 P.M.

**PUBLIC HEARING:** NONE

**SPECIAL GUEST:** NONE

**FIRST READING:** AN ORDINANCE AWARDDING A CONSTRUCTION CONTRACT FOR THE RALSTON AVENUE ROUNDABOUTS PROJECT AND DECLARING AN EMERGENCY

**FIRST READING:** AN ORDINANCE APPROVING AN AGREEMENT TO CREATE THE DELAWARE – DEFIANCE JOINT ECONOMIC DEVELOPMENT DISTRICT 1 AND DECLARING AN EMERGENCY

**FIRST READING:** AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO CONTRACT FOR THE REPLACEMENT OF A CHILLER, TWO BOILERS, AND OTHER ACCESSORIES FOR THE POLICE DIVISION BUILDING AND DECLARING AN EMERGENCY

**STUDY SESSION:** NONE

**CITIZEN CONCERNS:** NAME & ADDRESS FOR THE RECORD (5 MINS)

LIAISON ASSIGNMENTS	TIME P.M.	DATE (2026)	AGENDA
COMMITTEE OF A WHOLE <i>McMASTER</i>	7:00	TUESDAY - APRIL	NO MEETING
BUILDING & LANDS <i>ENGEL</i>	7:00	TUESDAY - APRIL	NO MEETING
ECONOMIC DEVELOPMENT <i>HANCOCK</i>	7:00	TUESDAY - APRIL	NO MEETING
FINANCE & BUDGET <i>WAXLER</i>	7:00	TUESDAY - APRIL	NO MEETING
POLICE & FIRE <i>CORBITT</i>	7:00	TUESDAY - APRIL	NO MEETING
PUBLIC RELATIONS <i>KRUTSCH</i>	7:00	TUESDAY - APRIL	NO MEETING
PUBLIC UTILITIES, GAS & LIGHTS <i>KAUFMAN</i>	7:00	TUESDAY - APRIL	NO MEETING
SEWER & SANITATION <i>KAUFMAN</i>	7:00	TUESDAY - APRIL	NO MEETING
STREETS & SIDEWALKS <i>MAST</i>	7:00	TUESDAY - APRIL	NO MEETING
WATERWORKS – SERVICE <i>KRUTSCH</i>	7:00	TUESDAY - APRIL	NO MEETING
TRAFFIC COMMISSION: <i>MACK</i> . Mayor. Zeedyk. Herbert. Wittkop. Sprow. Waxler. Mast. Krutsch	5:00	TUESDAY - APRIL	NO MEETING
BOARD OF CONTROL MEETING: <i>MAYOR</i> . Mack. O’Donnell. Sprague	1:30 MONDAY 9:00 A.M. THURSDAY	MONDAY and THURSDAY	POSTED AT 631 PERRY STREET MEETINGS IN FRONT CONFERENCE ROOM

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AWARDING A CONSTRUCTION CONTRACT FOR THE RALSTON AVENUE ROUNDABOUTS PROJECT AND DECLARING AN EMERGENCY**

**WHEREAS**, the City has secured grant funding from the Ohio Department of Transportation ("ODOT") Small Cities Congestion Mitigation Program grant in the amount of \$1,780,000.00 for the construction of roundabouts at Anthony Wayne Boulevard and Ralston Avenue and Harding Street and Ralston Avenue; and,

**WHEREAS**, the City also desires to improve pedestrian connectivity in the Ralston Avenue corridor between the hospital, retail areas, and residential neighborhoods; and,

**WHEREAS**, Council awarded a professional services contract to Strand Associates, Inc. for the design of this streetscape and pedestrian improvements project in Ordinance No. 8566 on February 13, 2024; and,

**WHEREAS**, the City Engineer solicited competitive bids and Vernon Nagel, Inc. submitted the lowest and best bid of \$3,132,394.00, below the Engineer's estimate of probable cost;

**Now therefore**, be it enacted by the Council of the Municipality of Defiance, Ohio, that:

**Section 1:** The City Administrator is directed to award a contract to Vernon Nagel, Inc. to construct the Ralston Avenue Roundabouts Project No. 1912 according to the specifications on file with the City Engineer and according to the lowest and best bid dated March 24, 2026 and at the total price of \$3,132,394.00.

**Section 2:** The Finance Director is authorized to pay the contract price from Section 1 from appropriated funds allocated by expenditure from Line 403-901-52-978106 of the 2026 annual budget.

**Section 3:** It is found and determined that all legislative actions pertaining to the adoption of this Ordinance were taken in Public Session and that all deliberations that affected or influenced any such legislative act, including all deliberations in Committee, were conducted in Public Session or in Executive Session duly convened in accordance with law.

**Section 4:** This Ordinance is declared to be an emergency measure necessary to preserve the health, safety, or welfare of the community for the reason that R.C. §153.12(A) requires the award of a contract within sixty days after the date on which the bids are opened or the delay invalidates the entire bid proceedings. As such, this Ordinance shall be effective immediately upon passage by an affirmative vote of not less than five (5) Members of Council and approval of the Mayor.

Passed: \_\_\_\_\_, 2026

\_\_\_\_\_  
President of Council

Votes in Favor of Adoption: \_\_\_\_\_

Votes Opposed to Adoption: \_\_\_\_\_

Attest: \_\_\_\_\_, Clerk

Approved: \_\_\_\_\_, 2026

\_\_\_\_\_  
Mayor

# ORDINANCE NO. \_\_\_\_\_

## AN ORDINANCE APPROVING AN AGREEMENT TO CREATE THE DELAWARE – DEFIANCE JOINT ECONOMIC DEVELOPMENT DISTRICT I AND DECLARING AN EMERGENCY

**WHEREAS**, Ohio Revised Code Sections 715.691 et seq. empower political subdivisions to form Joint Economic Development Districts ("JEDDs") to share in the costs of public infrastructure improvements for collaborative economic development projects between municipalities and townships; and,

**WHEREAS**, the City, Defiance Township, and Delaware Township (each of Defiance Township and Delaware Township shall hereinafter be referred to as a "Township," or together, the "Townships") have negotiated the Delaware – Defiance Joint Economic Development District I Contract ("Contract") to create and provide for the operation of a JEDD known as the "Defiance – Delaware Joint Economic Development District I; and,

**WHEREAS**, the stated purpose of the JEDD is to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State of Ohio, Defiance County, the City, and Townships; and,

**WHEREAS**, a majority of the property owners in the territory proposed for inclusion in the JEDD and a majority of the owners of businesses in the District have petitioned for the formation of the JEDD, the territory to be included is zoned appropriately for the purposes of the JEDD, and no electors reside within the District; and,

**WHEREAS**, Council conducted a public hearing on April 7, 2026 regarding the Contract and the JEDD, with appropriate public notice, and made available for public examination all documents required by law for review pursuant to Ohio Revised Code Section 715.72(I)(1); and,

**WHEREAS**, the parties have circulated one or more petitions to all record owners of real property located within the proposed joint economic development district and owners of businesses operating within the proposed district pursuant to Ohio Revised Code Section 715.72(J)(1);

**Now therefore**, be it enacted by the Council of the Municipality of Defiance, Ohio, that:

**Section 1:** Council approves the Contract in substantially similar form as the Contract attached to this Ordinance and marked "Exhibit A", and authorizes the City Administrator to sign the Contract. The City Administrator and the Clerk of Council are jointly authorized and directed to execute and deliver any other agreements, documents or certificates, and take all other actions, necessary to accomplish the purposes of this Ordinance.

**Section 2:** Council adopts the Economic Development Plan for the District as articulated in the Funding Agreement attached hereto and marked "Exhibit B."

**Section 3:** Upon approval of the JEDD Contract by the Townships, the Clerk of Council shall, jointly with each Township, file or cause to be filed with the Board of Commissioners of Defiance County all documents required by Ohio Revised Code Section 715.76, including (i) a signed copy of the Contract, including its exhibits; (ii) certified copies of this Ordinance and each Township's Resolution approving the Contract; (iii) certificates from the Townships and the City that the public hearings required by Ohio Revised Code Section 715.72(I)(1) have been held, which certificates shall include the dates of the hearings and evidence of publication of the notice of the hearings; (iv) a copy of the petitions signed by the majority of owners of property located in the JEDD; and (v) a copy of the petitions signed by the majority of owners of businesses located in the JEDD.

**Section 4:** The Clerk of Council shall retain on file a copy of the Contract and its exhibits, including (1) the Economic Development Plan; (ii) the JEDD map and list of included parcels; and (iii) Ohio Revised Code Sections 715.72 through 715.82 as effective on the date of the executed Contract.

**Section 5:** It is found and determined that all legislative actions pertaining to the adoption of this Ordinance were taken in Public Session and that all deliberations that affected or influenced any such legislative act, including all deliberations in Committee, were conducted in Public Session or in Executive Session duly convened in accordance with law.

**Section 6:** This Ordinance is declared to be an emergency measure necessary to preserve the health, safety, or welfare of the community for the reason that Council desires near immediate implementation of this Contract and the ensuing revenues to enable the construction of the necessary public infrastructure for this project. As such, this Ordinance shall be effective immediately upon passage by an affirmative vote of not less than five (5) Members of Council and approval of the Mayor.

Passed: \_\_\_\_\_, 2026

\_\_\_\_\_  
President of Council

Votes in Favor of Adoption: \_\_\_\_\_

Votes Opposed to Adoption: \_\_\_\_\_

Attest: \_\_\_\_\_, Clerk

Approved: \_\_\_\_\_, 2026

\_\_\_\_\_  
Mayor

**DELAWARE-DEFIANCE JOINT ECONOMIC  
DEVELOPMENT DISTRICT I**

**JOINT ECONOMIC  
DEVELOPMENT DISTRICT  
CONTRACT**

**Dated  
as of**

\_\_\_\_\_, 2026

**DELAWARE-DEFIANCE JOINT ECONOMIC DEVELOPMENT DISTRICT  
CONTRACT**

This DELAWARE-DEFIANCE Joint Economic Development District Contract (the “Contract”) is made and entered into as of \_\_\_\_\_, 2026 (the “Effective Date”), by and among the Township of Delaware, Ohio (“Delaware Township”), the City of Defiance, Ohio (“City”), and the Township of Defiance, Ohio (“Defiance Township”) in accordance with the terms and provisions set forth herein.

**RECITALS**

A. Delaware Township the City, and Defiance Township intend to enter into this Contract to create and provide for the operation of the Delaware-Defiance Joint Economic Development District I (the “District”) in accordance with Section 715.72 of the Ohio Revised Code for their mutual benefit and for the benefit of their residents and of the State of Ohio (the “State”).

B. Delaware Township, the City, and Defiance Township are contiguous communities, and Delaware Township, the City, and Defiance Township are located entirely in Defiance County, Ohio (“Defiance County”).

C. The legislative authorities of Delaware Township, the City, and Defiance Township have each authorized and directed Delaware Township, the City, and Defiance Township, respectively, to make and enter into this Contract by and through their respective officers in accordance with Ordinance No. [E]OR2026-\_\_\_\_, passed by the Defiance City Council on \_\_\_\_\_, 2026, Resolution No. 2026-\_\_\_\_, adopted by the Delaware Township Board of Township Trustees on \_\_\_\_\_, 2026, and Resolution No. 2026-\_\_\_\_, adopted by the Defiance Township Board of Township Trustees on \_\_\_\_\_, 2026.

D. Defiance County has entered into that certain Development Agreement between Defiance County and First Quality Tissue Midwest, LLC, a Delaware limited liability company, dated as of August 27 2025 (the “Development Agreement”) whereby Defiance County has agreed to assist in the funding and development of certain public infrastructure improvements to be constructed within, and to the benefit of, the District (as defined in the Development Agreement, the “Public Infrastructure Improvements”).

E. Defiance County intends to utilize various sources of funds to pay the costs associated with the Public Infrastructure Improvements, including funds made available to Defiance County through an Ohio Department of Development All Ohio Future Fund loan (the “AOFF Loan”), and the District has agreed to enter into a funding agreement with Defiance County ( the “Funding Agreement”) pursuant to which the District will agree to pledge a portion of the income tax revenues generated by the District to assist Defiance County in repaying the AOFF Loan and certain other costs associated with the construction of the Public Infrastructure Improvements.

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

Section 1. Creation of District: Name. Delaware Township, the City and Defiance Township, 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 “Delaware-Defiance Joint Economic Development District I.”

Section 2. Contracting Parties. The “Contracting Parties” to this Contract are the Township of Delaware, a township existing and operating under the laws of the State, the City of Defiance, a municipal corporation existing and operating under laws of the State, and the Township of Defiance, a township existing and operating under the laws of the State, and their respective successors, in all or in part. Each party hereby acknowledges that it is entering into this contract freely and without duress or coercion.

Section 3. Purpose. Delaware Township, the City and Defiance Township intend that the creation and operation of the District shall, and it is the purpose of the District, to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the State, Defiance County, Delaware Township, the City, Defiance Township and the District.

Section 4. Territory of the District. The territorial boundaries of the District are described in Exhibit A attached to and made part of this Contract. This Contract incorporates and includes all exhibits attached hereto. The territory of the District is located entirely within the boundaries of the Contracting Parties and the County and does not include any “parcel of land” (as defined in Section 715.72(e)(1)(c) of the Ohio Revised Code) that is owned in fee by or is leased to a municipal corporation or township, except land owned by a Contracting Party. No electors, except those residing in a mixed-use development, reside within the area or areas comprising the District. Furthermore, the District is and will be zoned pursuant to the Delaware Township Comprehensive Land Use Plan or the Defiance Township Zoning Plan, as applicable, and in a manner which is appropriate zoning to carry out the functions of this Contract and to promote economic development.

Section 5. Addition and Removal of Areas from 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, in accordance with Section 715.72(L) of the Ohio Revised Code. The Contract may be so amended by amending Exhibit A or by adding one or more exhibits to the Contract. Each of the Contracting Parties agrees to cooperate with the other to amend this Contract to add other areas to the District (or to create other joint economic development districts for such areas) in the future as mutually agreed by the Contracting Parties.

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 12 of this Contract.

Section 6. Term. This Contract shall take effect after approval of this contract by each of Delaware Township, the City and Defiance Township, and no sooner than the expiration of the 30 day referendum period for Delaware Township's and Defiance Township's resolutions approving this Contract, whichever is later. The initial term of this Contract shall terminate 99 years from the date on which this Contract takes effect, unless otherwise terminated prior to that date as provided herein.

This Contract shall automatically extend for successive 10-year renewal terms. 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 terminate the Contract. If either Contracting Party determines to terminate the Contract, the contracting parties shall enter into an agreement to terminate the Contract on or before 180 days prior to the expiration of the Term of this Contract or any extension thereof. If neither Contracting Party determines to terminate this Contract, then this Contract shall automatically extend for an additional 10-year term in perpetuity unless the Contracting Parties fail to renew this Contract or terminate this Contract, in accordance with this Section 6.

This Contract may be terminated at any time by mutual consent of Delaware Township, the City and Defiance Township as authorized by their respective legislative authorities 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. However, in no event shall this Contract or the obligations hereunder terminate prior to the termination or expiration of the Funding Agreement.

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.

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 among Delaware Township, the City and Defiance Township based on the Distributable Revenue percentages set forth below, provided that, prior to incurring any obligation, debt or liability exceeding \$500, 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 of the District in accordance with the terms under which such obligations, debts or liabilities were 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.

Pursuant to Section 715.72(G) of the Ohio Revised Code, 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 the date of 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. In accordance with Section 715.72(F) of the Ohio Revised Code, Delaware Township, the City and Defiance Township each agree to provide services and improvements to the District to facilitate economic development in the District. Delaware Township, the City and Defiance Township may provide secretarial services and other staffing as each Contracting Party, in its sole discretion, determines, at no cost to the District. In addition, the Board may contract for such services with any and all of the Contracting Parties on such terms as the Board and the respective Contracting Parties may agree. The Contracting Parties may, but are not required to, make financial contributions to the District.

In addition to the foregoing, the following services and improvements shall be provided by the Contracting Parties as described as follows:

(a) In compliance with applicable law, Delaware Township, the City and Defiance Township may each agree to provide public infrastructure improvements for the benefit of the District.

(b) Delaware Township and Defiance Township shall be responsible for the acceptance, dedication, and maintenance of all existing or future township roads located within their respective territory within the District. Neither Delaware Township nor Defiance Township shall have no responsibility for maintenance of state, county or city roads located within the District.

(c) The District shall execute the Funding Agreement and provide a portion of the income tax generated by the District to Defiance County to fund, in part, the Public Infrastructure Improvements to be located within the District. Delaware Township, the City and Defiance Township agree that the Public Infrastructure Improvements will further economic development and employment opportunities within the District. Delaware Township, the City and Defiance Township may, in their sole discretion, contribute Distributable Revenues not otherwise obligated under the Funding Agreement or other lawfully available funds towards the Public Infrastructure Improvements

(d) Delaware Township, the City and Defiance Township each agree to cooperate and support efforts to provide utility service in support of future development within the District, including, but not limited to, acquiring the necessary government agency and utility company approvals and permits in an efficient and timely manner; obtaining the requisite easements or other property rights to facilitate utility extensions; facilitating installation of the necessary utility connections; and constructively participating in any related committee, department, government agency and utility company meetings and communications.

(e) Police, Fire and Emergency Medical services shall be provided to the territory in the District in the same manner as provided in the rest of the unincorporated areas of Delaware Township and Defiance Township. Delaware Township and Defiance Township shall have the right to issue and reissue levies in all areas of their respective townships, including the territory in the District, for the provision of such services.

(f) Except as to the income tax to be levied in the District, Delaware Township and Defiance Township shall each retain all of their interests in all other tax revenues generated in their respective territory within the District, including but not limited to, real estate, personal property, and services levies.

Section 8. Board of Directors. Initially, and during any period during which there are no businesses actively operating and generating revenues within or persons employed within the area to be included in the District, the Board of Directors shall be established in accordance with Section 715.72(P)(2) of the Ohio Revised Code. The Board of Directors shall be composed of three people and appointed as follows: one member appointed jointly by Delaware Township and Defiance Township and serving per Section 715.72(P)(2)(b) of the Ohio Revised Code (the “Township Member”); one member appointed by the City and serving per Section 715.72(P)(2)(a) of the Ohio Revised Code (the “City Member”); and one member selected by the Township Member and the City Member to serve as Chairperson per Section 715.72(P)(2)(c) of the Ohio Revised Code (the “Chair”).

The Board members shall serve terms in accordance with Section 715.72(P)(2) of the Ohio Revised Code which provides in pertinent part,

The members of the board shall be appointed as provided in the district contract. Of the members initially appointed to the board, the member described in division (P)(2)(a) of this section shall serve a term of one year; the member described in division (P)(2)(b) of this section shall serve a term of two years; and the member described in division (A)(2)(c) of this section shall serve a term of three years. Thereafter, terms for each member shall be four years, each term ending on the same day of the same month of the year as did the term it succeeds. A member may be reappointed to the board, but no member shall serve more than two consecutive terms on the board.

During any period during which there are businesses operated within or persons employed within the area to be included in the District, the Board of Directors shall be established in accordance with Section 715.72(P)(1) of the Ohio Revised Code. The Board of Directors shall be composed of five people and appointed as follows: one member appointed jointly by Delaware Township and Defiance Township and serving per Section 715.72(P)(1)(b) of the Ohio Revised Code (the “Township Member”); one member appointed by the City and serving per Section 715.72(P)(1)(a) of the Ohio Revised Code (the “City Member”); one member appointed by Delaware Township representing the owners of the businesses operating within the District per Section 715.72(P)(1)(c) of the Ohio Revised Code (the “Business Member”); one member appointed by the City representing the persons employed within the District per Section 715.72(P)(1)(d) of the Ohio Revised Code (the “Employee Member”); and one member selected by the other members described herein per Section 715.72(P)(1)(e) of the Ohio Revised Code (the “Chair”).

The Board members shall serve terms in accordance with Section 715.72(P)(1) of the Ohio Revised Code which provides in pertinent part,

The members of the board shall be appointed as provided in the district contract. Of the members initially appointed to the board, the member described in division (P)(1)(a) of this section shall serve a term of one year; the member described in division (P)(1)(b) of this section shall serve a term of two years; the member described in division (P)(1)(c) of this section shall serve a term of three years; and the members described in divisions (P)(1)(d) and (e) of this section shall serve terms of four years. Thereafter, terms for each member shall be four years, each term ending on the same day of the same month of the year as did the term it succeeds. A member may be reappointed to the board, but no member shall serve more than two consecutive terms on the board.

All subsequent appointments to the Board shall be made by the same appointing authority (i.e., the City or Delaware Township and Defiance Township) as made the original appointment.

The Township Member may be an elected official of either Delaware Township or Defiance Township or an employee other than the Fiscal Officer for either Delaware Township or Defiance Township, selected jointly by the Delaware Township Trustees and the Defiance Township Trustees. The City Member may be a City elected official or employee, selected by the City Council of the City. The Business Member, Employee Member, and Chairperson may be a resident of any of the Contracting Parties. The Delaware Township Trustees shall select the Business Member and the City shall select the Employee Member.

In the event that the Delaware Township Trustees and the Defiance Township Trustees are unable to reach unanimous consent regarding the appointment of the Township Member, then after thirty (30) days of good faith negotiations, (x) if such disagreement occurs prior to the generation of income tax revenues within the District, then the trustees of the township that, at the time of the dispute, has the largest total square footage of new improvements, whether completed or under construction, within the District shall have the authority to select the Township Member, or (y) if such agreement occurs after the generation of income tax revenues within the District, then the Township that has generated the greater amount of income tax within the District during the prior calendar year shall have the sole authority to select the Township Member.

The members of the Board shall serve without compensation as such members. Necessary and authorized expenses incurred by members on behalf of the District incurred in relation to Board service shall be reimbursed from District funds allocated to the Board according to procedures established by the Contracting Parties and the Board. Only actual documented costs are eligible for reimbursement.

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. The Contracting Parties may by consent adopt rules pertaining to Board member service, removal, and vacancy.

A member of the Board may be removed by the appointing party for “cause,” which shall mean: willfully failing to perform a duty expressly imposed by this Contract or by law with respect to his or her office; or willfully performing any act forbidden by law with respect to his or her office; or failing to achieve the 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. Removal shall be effective upon receipt of written notice of removal and the reasons therefore by the Board member being removed.

The Chairperson of the Board shall be the Board member as provided in Section 715.72(P)(2)(c) or (P)(1)(e), as applicable, of 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, 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 year on a date determined by the Board, provided that the first meeting of the Board shall be within 30 days after this Contract becomes effective, on a date agreed to 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 at the Delaware Township Administration Building unless otherwise determined by the Board from time to time.

For the purpose of conducting a Board meeting, if the Board of Directors consists of three members, the attendance of at least two members shall be required and shall constitute a quorum, and, if the Board of Directors consists of five people, the attendance of at least three members shall be required and shall constitute a quorum. The Board shall act through resolutions or motions adopted by the Board and shall maintain minutes reflecting its decisions. A resolution or motion must receive the affirmative vote of at least two members of the Board to be adopted. A resolution or motion adopted by the Board shall be immediately effective unless otherwise provided in that resolution or by Section 715.72 of the Ohio Revised Code.

The Board may adopt policies, procedures, bylaws, or advance directives approved by Delaware Township, the City, and Defiance Township, which may be administered by the Chairperson acting in conjunction with the Secretary. According to Section 715.72(P)(5), the Board is a public body for the purposes of Section 121.22 of the Ohio Revised Code [Sunshine Law] and furthermore is subject to Chapter 2744 of the Ohio Revised Code [Political Subdivision Tort Liability].

The Chairperson shall preside over and conduct the meetings of the Board in accordance with any procedures adopted by the Board. The Chairperson may call special meetings of the Board upon at least forty-eight (48) hours of written or oral notice of such meeting to each member delivered to his or her residence or place of business. If the Board of Directors consists of three members, any two members of the Board may also call a special meeting by providing

the same notice, and, if the Board of Directors consists of five members, any three members of the Board may also call a special meeting by providing the same notice.

Delaware Township's Fiscal Officer, or designee of Delaware Township's Fiscal Officer, shall serve as Secretary to the Board. Delaware Township's Fiscal Officer or Delaware Township's Fiscal Officer's designee, as Secretary, shall not serve as a Board member and shall not have voting privileges. In the absence of a Fiscal Officer, Delaware Township may appoint a Secretary. The Secretary shall keep minutes of Board meetings, and shall keep records of all board documentation, activities, functions, and operations which shall be available for public inspection during routine Township business hours.

The Secretary, upon affirmative resolution of the Board or the request of a fiscal officer of a Contracting Party, may review the City's income tax records relating to taxation from the District's territory. The Secretary upon affirmative resolution of the Board may request an independent review or audit of the City's income tax collection services, and collection procedures relating to taxation from the District's territory. The cost of the independent review or audit shall be treated as a collection expense.

The Secretary is authorized to issue and receive correspondence pertaining to Board activities and shall assist the Board with scheduling of meetings, organization of information, document preparation, and such other activities that pertain to Board functions and operations. The Secretary may utilize Delaware Township facilities and Delaware Township staff in furtherance of Board activities.

The Board may enter into agreements and may establish funds and accounts in furtherance of Board activities, either of its own, or in conjunction with or through the Contracting Parties. The Board shall establish an appropriations procedure to provide for payment of operating expenses associated with Board activities and operation of the District and the distribution of income tax revenues pursuant to and consistent with this Contract. The Board shall designate those Officers who may sign documents on behalf of the Board in furtherance of a resolution; provided however, any agreements with third parties shall require the signature of at least two (2) Board members; or in the alternative, a Board member and the Secretary.

The Board may apply for and receive and accept grants from governmental units or the private sector for District-related activities such as construction, maintenance, operation of any facility, research, and development for District programs. The District may also accept contributions in money or in kind for District related activities.

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.

This Contract grants the Board the power and authority to adopt a resolution to levy an income tax within the District in accordance with Section 715.72(F)(5)(a) of the Ohio Revised Code and Section 10 hereof.

The Board is authorized to do all acts and things necessary or convenient to carry out the powers granted in this Contract. However, the Board does not have the authority to borrow

money or to issue notes or bonds, or, except to fulfill the District's obligations under the Funding Agreement, to assign, pledge, hypothecate, or encumber tax revenue. If the Board's authority is unclear or if the Board desires to expand authority, the Board may request clarification of authority or additional authority from the Contracting Parties. The Board may not incur any obligation, debt or liability exceeding \$500 without first having obtained approval of the Contracting Parties.

The Board shall purchase liability insurance protecting the District, its Board or Officers against any liability and/or purchase any necessary bonds to insure any Officer.

In accordance with Section 715.72(T) of the Ohio Revised Code, but only at the request and approval of Delaware Township and Defiance Township, the City 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 Delaware Township and Defiance Township to be necessary to carry out the purposes of this Contract, including the hiring of outside counsel to act for the Board of Directors of the District, all of which such exercise and performance shall be deemed to be pursuant to and consistent with this Contract.

The Contracting Parties agree that Delaware Township and Defiance Township shall have the right, in their sole and absolute discretion, to grant real property tax exemptions, pursuant to Sections 5709.73 et seq. of the Ohio Revised Code (Tax Increment Exemptions), within the District for any purpose permitted by said statutes. Additionally, the Contracting Parties agree that Delaware Township and Defiance Township shall have the right, in their sole and absolute discretion, to grant all other incentive and real property tax exemptions within the District as otherwise permitted under the Ohio Revised Code, including requesting Enterprise Zone exemptions pursuant to Section 5709.63 of the Ohio Revised Code, or Community Reinvestment Area exemptions pursuant to Section 3735.67, be granted by the County. Furthermore, the Contracting Parties agree that the Delaware Township and Defiance Township shall have the right, in its sole and absolute discretion, to assign, pledge, hypothecate, or encumber the portion of the Distributable Revenue paid to the respective Township. The City consents to the use of these incentives, exemptions, and use of income tax revenues by Delaware Township, Defiance Township or the County at Delaware Township's or Defiance Township's request and agrees that no further consent is required from the City.

Section 10. Income Tax. The Board, at its first meeting, shall adopt a resolution to levy an income tax in the District at a rate of one and eight tenths percent (1.8%) in accordance with Section 715.72(F)(5) of the Ohio Revised Code. Pursuant to Section 715.72(F)(5) of the Ohio Revised Code this income tax shall be levied upon: A) income earned by persons employed or residing within the District to be collected via payroll withholding; and B) net profits from business operations within the District. This income tax shall go into effect and collection shall commence within 60 days of the adoption of that resolution.

The levy of income tax is necessary to effectuate the purpose of this Contract and once levied any disruption of the distribution of the tax would prevent the parties from fulfilling their obligations under this Contract and may cause financial hardship. Therefore, once the income tax

is levied, the Board of Directors is not authorized to cease the levy of the income tax unless authorized by amendment of this Contract.

The City shall administer, collect and enforce the income tax on behalf of the District consistent with the terms of this Agreement as set forth below. The Board, at its first meeting, shall adopt a resolution or motion establishing and enacting an income tax consistent with the terms set forth herein.

(a) The City's Finance Director shall serve as the Administrator of the income tax derived from the District (the "Administrator") and shall be responsible for the receipt, safekeeping, accounting, and investment of income tax revenues pending disbursement. The Administrator shall determine and keep record of the amount of income tax collected by the District derived from Delaware Township and Defiance Township separately. All receipts shall be deposited to a separate District account which shall not be mingled with revenue from other sources. Earnings on the District account and investments related thereto shall be added to the account. The Administrator has authority to grant refunds and compromise claims for tax, penalties, and interest. The Administrator has authority to commence legal proceedings pertaining to delinquent tax collection and enforcement, and declaratory judgment regarding disputed interpretation and applicability of the income tax imposed hereunder. The Administrator is authorized to investigate and audit taxpayer returns and to issue subpoenas in furtherance of duties. The Administrator is designated to be an interested party and is authorized to commence and defend legal proceedings in the name of the District in any way pertaining to the income taxation within the District.

(b) The Administrator shall report directly to the Board and Contracting Parties regarding receipt and distribution of income tax revenue including amounts retained in escrow. The Administrator shall furthermore report quarterly regarding District operating income and expenses for the preceding quarter and shall provide short term and long range projections concerning anticipated income and expenses associated with District operations. If requested the Administrator shall provide monthly reports to the Contracting Parties regarding all revenue generated within the District.

(c) Pursuant to Section 715.72(F)(5)(d) of the Ohio Revised Code, the Board on behalf of the Contracting Parties shall quarterly set aside [two tenths of one percent (.2%)] of the annual gross income tax revenues (the "District Retainage"), for long-term maintenance of the District, provided that the District Retainage may be increased upon written consent of the Contracting Parties. Long-term maintenance of the District shall mean providing for the administration of the District. Additionally, the Board shall pay any administrative costs (including without limitation initial software costs and related renewal fees for software upgrades to the City's income tax collection software), collection expenses and litigation including for example, attorney fees, court costs, expert fees, court reporter fees, and so forth (the "Administrative Costs"). Annually the Board shall distribute the remaining income tax revenues to the Contracting Parties based on Distributable Revenue percentages set forth below.

(d) "Distributable Revenue" shall be quarterly gross income tax revenue minus the District Retainage and Administrative Costs. In consideration of its services pertaining to

income tax administration and collection, the City shall receive a quarterly service fee equal to ten percent (10%) of Distributable Revenue collected for that period (the “Service Fee”).

(e) During the term of the Contract and until the expiration of the Funding Agreement, quarterly, on or before the 10<sup>th</sup> day of the first month of the quarter, Distributable Revenue from the prior quarter shall be paid to the Contracting Parties as follows: ten percent (10%) to the City for the Service Fee and ten percent (10%) to be distributed on a pro rata basis to Delaware Township and Defiance Township, with each township receiving a portion of the 10% distribution equal to the percentage of gross income tax revenue generated within their respective jurisdiction for the prior quarter, as provided by the Administrator. The remaining eighty percent (80%) shall be retained by the District and placed in a separate fund to be used solely to fulfill the District's obligations under the Funding Agreement.

One year prior to the termination or expiration of the Funding Agreement, the Contracting Parties shall mutually determine and agree as to the future allocations of Distributable Revenues. The Contracting Parties shall amend the Contract and any other necessary documentation or agreements to reflect the agreed upon future distributions. If the Funding Agreement has expired or terminated without the Contracting Parties having reached an agreement regarding the future allocation of Distributable Revenues, then, until such agreement has been reached, the City shall continue to receive ten percent (10%) of Distributable Revenues for the Service Fee and the District shall retain the remaining ninety percent (90%) and place such funds in an account until an agreement is reached among the Contracting Parties. When the Contracting Parties reach an agreement as to the future allocation of Distributable Revenues the District shall disburse any retained funds in accordance with the newly agreed upon allocations.

(f) The income tax revenues are to be used by the District and the Contracting Parties to encourage and support the operations of the District or in Delaware Township, the City or Defiance Township, including, but not limited to general governmental services, maintaining and improving the infrastructure facilities of the District and the Contracting Parties (including paying debt charges related thereto), providing safety and health services within the District and within the Contracting Parties, providing urban and economic development planning, engineering, counseling, consulting, marketing and financing services for the District and for the Contracting Parties, and generally improving the environment for those working and residing in the District and in the Contracting Parties, and for all other purposes as permitted by law. The revenues of the District income tax shall be used for the purposes of the District and the Contracting Parties pursuant to this Contract. With respect to revenues distributed to Delaware Township and Defiance Township, reimbursement of Delaware Township and Defiance Township costs incurred to establish the District, and placement of such funds in the General Fund of each township and used for all General Fund purposes is consistent with the purposes of the District as set forth under Section 715.72(F)(5)(a) of the Ohio Revised Code and this Contract.

(g) The Board, at its first meeting, shall adopt, by resolution, all of the provisions, except as specifically set forth herein, of [Chapter 182 (Income Tax effective January 1, 2016)] of the Codified Ordinances of the City, as such may be amended from time to time, including all rules and regulations promulgated thereunder, as such laws were in effect on the date that the income tax is adopted by the Board (the “Defiance Income Tax Ordinance”), to apply to the District

income tax. A copy of the Defiance Income Tax Ordinance is attached hereto as Exhibit B. The Board shall modify the provisions of the Defiance Income Tax Ordinance as set forth on the attached Exhibit B. The Board may, with written approval of the City, Delaware Township and Defiance Township, enact additional amendments to the Defiance Income Tax Ordinance to apply to the District. In the event that the City amends any provision of the Defiance Income Tax Ordinance after the date that the income tax is adopted by the Board, the Administrator shall provide written notice of such amendment to the Board, Delaware Township and Defiance Township. The Board shall, with approval in writing of both Delaware Township's and Defiance Township's Administrators, within the thirty (30) day period following the Board's receipt of the notice, adopt the amendments to the Defiance Income Tax Ordinance. If the Board adopts or fails to reject the amendment within the thirty (30) day period following its receipt of the notice, the amendment shall automatically be incorporated into the District's income tax law, as long as both Delaware Township's and Defiance Township's Fiscal Officer's consents in writing. The Board shall adopt all amendments to the income tax rules and regulations that have been issued by the Administrator, to the extent that such rules and regulations are not inconsistent with the District's income tax law then in effect. The income tax levied by the Board pursuant to this Contract and Section 715.72(F)(5) of the Revised Code 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. In the event of conflict between the Defiance Income Tax Ordinance and this Contract, this Contract shall prevail.

(h) Upon request of a Contracting Party, the Board shall provide a report regarding the receipt and distribution of the income tax of the District and the operating income and expenses of the District for the preceding six months, a copy of which shall be provided to both Contracting Parties.

(i) The District territory shall have primacy over residential status relating to the collection of the income tax derived from individual earnings within the District notwithstanding the provisions of the Defiance Income Tax Ordinance which may provide to the contrary.

(j) Delaware Township and Defiance Township each agree and covenant that, in the event of any change in, amendment to, or enactment of any state law authorizing either township to impose a general income tax within its jurisdictional boundaries, neither township will implement such a general income tax on any portion of their respective township located within the District during the term of this Agreement. Notwithstanding the foregoing, if either township is authorized to impose such a general income tax and intends to do so, that township shall provide written notice of its intent to the other Contracting Parties. Upon delivery of the notice, the Contracting Parties shall have 90 days to review the proposed income tax to determine whether its imposition would interfere with the District's obligations under the Funding Agreement and, if so, to amend this Contract or execute any agreements necessary to ensure that the District's pledge to repay a portion of the AOFF Loan remains adequately secured. If the proposed income tax and any new agreements or corresponding amendments to this Contract are not unanimously approved by the Contracting Parties within such one hundred eighty (180)-day period, then the township proposing to implement the income tax shall not impose it and this Contract shall remain in full force and effect.

Section 11. Defaults and Remedies. 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 another Contracting Party of the event of default to cure that default. If the default is not cured within that time period, a nondefaulting 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 Sections 6 and 10 hereof, this Contract may not be canceled or terminated because of a default unless Delaware Township, the City, and Defiance Township agree to such cancellation or termination.

Section 12. Amendments. In addition to the amendments provided for in Section 5 hereof, this Contract may be amended by Delaware Township, the City and Defiance Township 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 13. Binding Effect; Mandamus. This Contract shall inure to the benefit of and shall be binding upon the District, Delaware Township, the City and Defiance Township 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. All of the obligations and duties of the Board, Delaware Township, the City and Defiance Township under this Contract are hereby established as duties specifically enjoined by law and resulting from an office, trust or station upon the Board, Delaware Township, the City and Defiance Township within the meaning of Section 2731.01 of the Ohio Revised Code.

Section 14. Support of Contract. Delaware Township, the City and Defiance Township 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. If a dispute arises out of or relates to this Contract, or the alleged breach thereof, and if the dispute cannot be settled through direct discussions, Delaware Township, the City and Defiance Township agree first to try in good faith to settle the dispute by mediation within 30 days before resorting to arbitration, litigation, or some other dispute resolution procedure. 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, Delaware Township, the City and Defiance Township agree to cooperate with one another and to use their best efforts in defending this Contract with the objective of upholding this Contract. Delaware Township, the City and Defiance Township shall each bear their own costs in any such proceeding challenging this Contract or any term, condition or provision thereof, provided that the Board shall reimburse the Delaware Township, the City and Defiance Township for such costs to the extent funds of the District are available and appropriated therefor. In the event that District funds are not available and appropriated therefor, the costs of any such proceeding shall be allocated among the Contracting Parties based on the Distributable Revenue percentages set forth above.

Section 15. 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 16. 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:

(a) 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 taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein,

(b) the illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof and will not invalidate any preceding actions of the Board, and

(c) 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 17. Governing Law. This Contract shall be governed exclusively by and construed in accordance with the laws of the State, and in particular Sections 715.72 of the Revised Code. In the event that Sections 715.72 of the Ohio Revised Code are amended or supplemented by the enactment of a new section or sections of the Ohio 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 of the Ohio Revised Code existing on the date of this Contract or the provisions of Sections 715.72 of the Ohio Revised Code as amended or supplemented, to the extent permitted by law. Nothing in this Contract shall limit the ability of the District, the City, Delaware Township, or Defiance Township to aggregate to acquire preferential rates for telecable, telephone, gas, electric or other utility services.

Section 18. 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 or sections hereof. When using the phrase “to the extent permitted by law” herein, “law” means statutes of the State as interpreted by the courts of the State or the federal courts.

Section 19. Prohibition against Annexation within the District. In accordance with Section 715.72(R) of the Ohio Revised Code, no proceeding pursuant to Chapter 709 of the Ohio Revised Code that proposes the annexation to, merger of, or consolidation with the City of any portion of the area comprising the District may be commenced at any time after the effective date of this Contract, regardless of the date on which this Contract expires, terminates, or is otherwise rendered unenforceable.

Section 20. Reserved.

Section 21. Reserved.

Section 22. Economic Development Plan. The Contracting Parties approve and ratify the [Delaware Township and Defiance Township Economic Development Plan] for the District. See Exhibit C attached.

Section 23. Counterparts. The Contracting Parties may execute this Contract in multiple counterparts, each of which shall be deemed an original, and all of which shall, collectively, constitute only one agreement. The signatures of all parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or electronic mail is as effective as executing and delivering this Contract in the presence of the other Contracting Party.

[Remainder of Page Intentionally Left Blank]

[Signature Page to Immediately Follow]

IN WITNESS WHEREOF, Delaware Township, Defiance Township and the City have caused this Contract to be duly signed in their respective names by their duly authorized officers as of the date hereinbefore written.

TOWNSHIP OF DELAWARE

By: \_\_\_\_\_  
Tyler Rosebrock, Trustee

By: \_\_\_\_\_  
Trent Smith, Trustee

By: \_\_\_\_\_  
Jacob Timbrook, Trustee

TOWNSHIP OF DEFIANCE

By: \_\_\_\_\_  
Jason Shaffer, Trustee

By: \_\_\_\_\_  
John Diemer, Trustee

By: \_\_\_\_\_  
Dan Peck, Trustee

Approved as to form:

\_\_\_\_\_  
Morris J. Murray, Esq.  
Defiance County Prosecuting Attorney  
Defiance County, Ohio

CITY OF DEFIANCE

By: \_\_\_\_\_  
Ryan Mack, City Administrator

Approved as to form:

\_\_\_\_\_  
Sean O'Donnell, Esq.  
Law Director  
City of Defiance, Ohio

**DELAWARE TOWNSHIP FISCAL OFFICER’S CERTIFICATE**

The Undersigned Fiscal Officer of Delaware Township, Defiance County Ohio (the “Township”) hereby certifies that the moneys require to meet the obligations of the Township during the calendar year 2026 under the foregoing Joint Economic Development District Contract have been appropriated lawfully for that purpose, and are in the treasury of the Treasurer or in the process of collection to the credit of an appropriate fund, free from encumbrances. This certification is made in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

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Michele Speiser, Fiscal Officer  
Delaware Township

**DEFIANCE TOWNSHIP FISCAL OFFICER’S CERTIFICATE**

The Undersigned Fiscal Officer of Defiance Township, Defiance County Ohio (the “Township”) hereby certifies that the moneys require to meet the obligations of the Township during the calendar year 2026 under the foregoing Joint Economic Development District Contract have been appropriated lawfully for that purpose, and are in the treasury of the Treasurer or in the process of collection to the credit of an appropriate fund, free from encumbrances. This certification is made in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

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Julie Voll, Fiscal Officer  
Defiance Township

**CITY FISCAL OFFICER’S CERTIFICATE**

The Undersigned Fiscal Officer of the City of Defiance, Ohio (the “City”) hereby certifies that the moneys require to meet the obligations of the City during the calendar year 2026 under the foregoing Joint Economic Development District Contract have been appropriated lawfully for that purpose, and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from encumbrances. This certification is made in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

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Kim Sprague, Finance Director  
City of Defiance, Ohio

**EXHIBIT A**  
**TERRITORIAL BOUNDARIES OF DISTRICT**

[INCLUDING ZONING DISTRICTS]

(See Attached Map)

List of Defiance County parcel identification numbers of parcels located within the District and included in the attached map:

**C17-0025-0-006-01**  
**C17-0025-0-009-00**  
**C17-0036-0-004-01**  
**B11-0031-0-007-00**  
**C17-0036-0-003-00**  
**C17-0036-0-004-00**  
**C17-0025-0-006-00**  
**B11-0030-0-002-00**  
**B11-0030-0-004-00**  
**B11-0031-0-001-00**  
**B11-0031-0-001-01**  
**B11-0031-0-002-00**  
**B11-0031-0-009-00**

**EXHIBIT B**  
DEFIANCE INCOME TAX ORDINANCE

**EXHIBIT C**  
**ECONOMIC DEVELOPMENT PLAN**

**FIRST QUALITY TISSUE MIDWEST PROJECT  
FUNDING AGREEMENT**

By and Between

COUNTY OF DEFIANCE, OHIO,

And

THE BOARD OF DIRECTORS OF THE  
DELAWARE-DEFIANCE JOINT ECONOMIC DEVELOPMENT DISTRICT I

Dated as of \_\_\_\_\_, 2026

## **FIRST QUALITY TISSUE MIDWEST PROJECT FUNDING AGREEMENT**

This First Quality Tissue Midwest Project Funding Agreement (this “Agreement”) is made and entered into as of \_\_\_\_\_, 202\_\_ (the “Effective Date”), by and between the COUNTY OF DEFIANCE, OHIO (the “County”), a body corporate and politic pursuant to Ohio Revised Code (“ORC”) Chapter 305, and THE BOARD OF DIRECTORS OF THE DELAWARE-DEFIANCE JOINT ECONOMIC DEVELOPMENT DISTRICT I (the “JEDD”), a public body organized and existing under the provisions of ORC Section 715.72.

### **Recitals:**

A. Pursuant to ORC 715.72, the City of Defiance, Ohio (the “City”), the Township of Delaware, Ohio (“Delaware Township”), and the Township of Defiance, Ohio (“Defiance Township” and, together with Delaware Township, the “Townships”) have entered into that certain Delaware-Defiance Joint Economic Development District Contract (the “JEDD Contract,” the form of which is attached hereto as Exhibit A), creating the Delaware-Defiance Joint Economic Development District I (the “JEDD” or the “JED District”).

B. Pursuant to that certain Development Agreement (the “Development Agreement”) dated as of August 27, 2025, by and between the County and First Quality Tissue Midwest, LLC, a Delaware Limited Liability Company (the “Company”), the Company has committed to undertaking the development of approximately 1,235.93 acres of real property located within the jurisdictions of both Delaware Township and Defiance Township (together, the “Townships”) and within the boundaries of the JED District into a two phase development consisting of (i) a first phase comprised of the installation, construction and equipping of an approximately 1,640,234 square-foot finished good warehouse, manufacturing facility and any other related private improvements necessary or appropriate to operate the facility, and (ii) a second phase comprised of an approximately 196,830 square foot machine room and raw materials area and related private improvements (collectively, the “Private Improvements”).

C. To facilitate the installation and construction of the Private Improvements and the creation of jobs within the County and the Townships, County has agreed to support the financing of certain public infrastructure improvements consisting of a water and wastewater/sewer extension and roadwork, as more particularly described in the Development Agreement (collectively, the “Public Infrastructure Improvements” and, together with the Private Improvements, the “Project”).

D. The estimated budget for the Public Infrastructure Improvements is \$16,109,200 and the County has agreed under the Development Agreement to utilize various sources of funding to pay for the costs associated with the Public Infrastructure Improvements, including (i) funds made available to the County through an Ohio Department of Development All Ohio Future Fund award in the aggregate amount of approximately \$14,609,200 consisting of (a) a grant in the amount of approximately \$7,304,600 (the “AOFF Grant”) and (b) a partially forgivable loan in the amount of approximately \$7,304,600 (the “AOFF Loan” and together with the AOFF Grant, the “AOFF Funding”), (ii) \$1,500,000 in general funds contributed by the County (the “County Contribution”), and (iii) to the extent there are cost overruns with respect to the Public

Infrastructure Improvements, contributions from the Company to the costs of such overruns (the “Company Overruns Contributions” and, together with the AOFF Funding, the “Public Infrastructure Obligations”).

E. In accordance with the Development Agreement and the AOFF Funding documents, the Company has delivered a Payment Guaranty made by the Company and an additional guarantor acceptable to the County (the “Payment Guaranty”) to secure the repayment of the AOFF Funding in the event the Company fails to satisfy the forgiveness conditions set forth in the AOFF Funding documents.

F. The JEDD Board has determined to levy the Income Tax (defined herein) within the JED District and pursuant to the JEDD Contract has allocated certain revenues derived from the Income Tax (the “JEDD Revenues”) for certain authorized purposes, including utilizing eighty percent (80%) of the JEDD Revenues, less any administrative costs of the JEDD Board, for the purposes of (i) first, repaying the County Contribution, (ii) second, repaying those portions of the AOFF Funding that are not forgiven or repaid from other sources, and (iii) third, reimbursing any Company Overruns Contributions (collectively, the “JEDD Revenue Contribution”).

G. In consideration of the State’s extension of the AOFF Funding to the County for the benefit of the County, the Townships and the JEDD, the County has agreed to deliver to the State an Assignment of the JEDD Revenue Contribution to secure the repayment of those portions of the AOFF Funding that are not forgiven pursuant to the documents governing the AOFF Funding (the “AOFF Assignment”).

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements in this Agreement, the County and the JEDD agree, with the foregoing Recitals incorporated herein by reference and expressly made a binding and integral part of this Agreement, as follows:

## ARTICLE I

### **Definitions; Construction**

**SECTION 1.01. Definitions.** As used in this Agreement, the following terms shall have the following meanings, unless the context or use clearly indicates another meaning or intent: “Agreement” means this First Quality Tissue Midwest Project Funding Agreement, as the same may be amended from time to time.

"AOFF Assignment" has the meaning assigned to such term in Recital G.

"AOFF Funding" has the meaning assigned to such term in Recital D.

"AOFF Grant" has the meaning assigned to such term in Recital D.

"AOFF Loan" has the meaning assigned to such term in Recital D.

“Business Day” means any day other than a Saturday, Sunday, or legal holiday.

“Company” has the meaning given in Recital B.

“County” means the County of Defiance, a county and body both corporate and politic of the State.

“Day” means a calendar day, unless specifically designated as a Business Day.

“Development Agreement” has the meaning given in Recital B.

“Effective Date” has the meaning given to such term in the introductory paragraph of this Agreement.

“Income Tax” means the income tax levied in the JED District at a rate of one and eight-tenths percent (1.8%) in accordance with the JEDD Contract.

“JEDD” or “JED District” has the meaning given to such terms in Recital A.

"JEDD Contract" has the meaning assigned to such term in Recital A.

“JEDD Revenues” has the meaning assignment to such term in Recital F.

“JEDD Revenue Contribution” means eighty percent (80%) of the net income tax revenue on commercial and industrial business income and employee wages collected within the JED District.

“ORC” means the Ohio Revised Code, as the same may be amended from time to time.

“Party” means, individually, the County or the JEDD; and “Parties” means, collectively, the County and the JEDD.

"Payment Guaranty" has the meaning assigned to such term in Recital E.

"Private Improvements" has the meaning assigned to such term in Recital B.

“Project” has the meaning given to such term in Recital B.

"Public Infrastructure Improvements" has the meaning assigned to such term in Recital C.

"Public Infrastructure Obligations" has the meaning assigned to such term in Recital D.

“State” means the State of Ohio.

**SECTION 1.02. References to Parties.** Any reference in this Agreement to the County or the JEDD or to any officers of the County or the JEDD includes those entities or officials succeeding to their functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

**SECTION 1.03. Statutory References.** Any reference in this Agreement to a section or provision of the Constitution of the State, or to a section, provision, or chapter of the ORC shall include such section, provision, or chapter as modified, revised, supplemented, or superseded from time to time; provided, however, that no amendment, modification, revision, supplement, or superseding section, provision, or chapter shall be applicable solely by reason of this Section if it constitutes in any way an impairment of the rights or obligations of the County or JEDD under this Agreement.

**SECTION 1.04. Adverbs; Other References.** Unless the context indicates otherwise, the terms “hereof,” “hereby,” “herein,” “hereto,” “hereunder,” and similar terms used in this Agreement refer to this Agreement; and, unless otherwise indicated, references in this Agreement to articles, sections, subsections, clauses, exhibits, or appendices are references to articles, sections, subsections, clauses, exhibits, or appendices of this Agreement.

**SECTION 1.05. Number and Gender.** All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number (singular or plural) and any other gender (masculine, feminine, or neuter) as the context or sense of this Agreement or any article, section, subsection, or clause herein may require, the same as if such words had been fully and properly written in the appropriate number and gender.

**SECTION 1.06. Captions.** The captions or headings at the beginning of each article and section of this Agreement are merely guides or labels for the convenience of the Parties to assist in identifying those articles and sections, are not intended to be a part of the context of this Agreement, and shall not be deemed to modify, to explain, to enlarge, or to restrict any of the provisions hereof.

**SECTION 1.07. Ambiguity.** The Parties have participated jointly in the negotiation and drafting of this Agreement. Should any ambiguity or question of intent or interpretation arise with respect to any provision of this Agreement, including any exhibit hereto, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

**SECTION 1.08. Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law; but, if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

## ARTICLE II

### Scope of Agreement

**SECTION 2.01. General Agreement Regarding Funding.** The Parties acknowledge and agree as follows:

(a) The County hereby confirms that it has secured the AOFF Funding in furtherance of its obligations to fund the Public Infrastructure Improvements pursuant to the Development Agreement.

(b) The County hereby covenants and agrees to make the AOFF Funding and the County Contribution available to pay the costs of the Public Infrastructure Improvements for the benefit of the Townships and the JEDD.

(c) The JEDD hereby affirms its commitment to make the JEDD Revenue Contribution available to the County as set forth in Section 10(e) of the JEDD Contract and will provide and hereby pledges to the County, as security for the repayment of the Public Infrastructure Obligations; provided, however, that such JEDD Revenue Contribution shall not exceed the sum of the non-forgiven debt service of the AOFF Loan plus the County Contribution and any Company Overruns Contributions and, once the amount of JEDD Revenue Contribution provided to the County fully reimburses the County Contribution, the remaining JEDD Revenue Contribution provided to the County shall be used for repayment of the portions of the AOFF Loan that are not forgiven or repaid from other sources, and any Company Overruns Contributions and for no other purpose.

(d) The JEDD's obligations hereunder are limited to JEDD Revenue Contribution.

(e) The provisions of this Agreement may not be altered or amended without the express written consent of the parties hereto.

### **SECTION 2.02. Responsibilities of the County.**

(a) During the Term of this Agreement, the County shall do the following:

(1) comply and conform to all applicable laws and regulations in the conduct of its affairs with respect to this Agreement, the Development Agreement and the Public Infrastructure Improvements;

(2) apply the County Contribution, the AOFF Funding and any Company Overruns Contributions to pay the costs of constructing the Public Infrastructure Improvements and provide the JEDD with quarterly reports regarding the status of the Public Infrastructure Improvements, including whether

the Public Infrastructure Improvements are on budget and on schedule, and the amount of any Company Overruns Contributions made to-date;

(3) apply all sums transferred by the JEDD to the County as the JEDD Revenue Contribution first to reimbursement of the County Contribution, second, upon full reimbursement of the County Contribution, to repayment of those portions of the AOFF Funding that are not forgiven and any Company Overruns Contributions;

(4) shall keep and maintain, for all sums transferred by the JEDD, a ledger or other accounting device that accurately records all sums transferred by the JEDD to the County;

(5) shall prepare and submit to the JEDD quarterly reports, with accompanying schedules, with respect to the AOFF Funding and any repayment obligations thereunder, which reports shall include updates with respect to whether the forgiveness conditions under the AOFF Funding documents have been satisfied; and

(6) shall furnish to the JEDD such information concerning the utilization and availability of the funds transferred by the JEDD to the County as the JEDD may from time to time reasonably request and permit the JEDD and its designees, from time to time during normal business hours upon at least two (2) Business Days' prior notice, to inspect, to audit, and to make copies of any extracts from all records and all other papers in the possession of the County that pertain to the respective shares and how said sums so transferred or advanced have been utilized and/or expended by the County.

(b) Any obligations of the County under this Agreement shall, in all respects, be subordinate to and shall not affect the provisions of any indenture of mortgage, trust agreement, trust indenture, bond agreement, loan agreement, resolution, note or bond issue, or other financing document or agreement that may be entered into by the County to authorize or to secure bonds, notes, or other financing to pay the costs of the Public Infrastructure Improvements, or any portion thereof. Additionally, nothing herein shall be construed so as to limit the authority of the County, including, but not limited to, the right of the County levy taxes, assessments, charges, fees, etc.

**SECTION 2.03. Responsibilities of the JEDD.**

(a) During the Term of this Agreement, the JEDD shall contribute to the County from time to time amounts equal to the JEDD Revenue Contribution as such revenues become available to the JEDD. The JEDD will levy annually and collect, at least quarterly, the Income Tax. The JEDD Revenues shall be levied and collected in accordance with the terms of the JEDD Contract.

(b) The Board of Directors of the JEDD specifically acknowledges and agrees that payments of JEDD Revenues shall be paid, in accordance with the terms and

provisions of this Agreement, without notice, demand, counterclaim, setoff, deduction, or defense, and without abatement, suspension, deferment, or reduction.

(c) The foregoing notwithstanding, nothing in this Agreement shall be construed as a pledge of the general revenues of the JEDD or as the creation of a debt of the JEDD, except as to the JEDD Revenues.

**SECTION 2.04. Relationship of the County and the JEDD.**

(a) Neither this Agreement nor the relationship between the Parties established pursuant to this Agreement shall constitute or be deemed to be that of a partnership, joint venture, employment, master and servant, or principal and agent. No Party shall have any authority to make, and no Party shall make, any representations, warranties, or statements on behalf of the other, and no Party hereto shall bind, or be liable for the debts or obligations of, the other. Each Party shall pay, and shall be solely responsible for, its operating expenses, including, but not limited to, the wages of its employees and any and all taxes, licenses, and fees levied or assessed on such Party in connection with or incident to the performance of this Agreement by any governmental agency for unemployment compensation insurance, old age benefits, social security or any other taxes on the wages of such Party, its agents, its employees, and its representatives.

(b) Nothing in this Agreement shall (1) modify, alter, or impair in any way any pre-existing contractual arrangement or agreement between the County or the JEDD or (2) preclude the County or the JEDD from entering into other agreements with respect to matters not specifically addressed in this Agreement.

**SECTION 2.05. Extent of Covenants; No Personal Liability.** All covenants, obligations, and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation, or agreement shall be deemed to be a covenant, obligation, or agreement of any present or future member, director, trustee, officer, agent, or employee of the County or the JEDD in other than his or her official capacity; and neither the members of the County nor the Board of Directors of the JEDD, nor any official executing this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement or by reason of the covenants, obligations, or agreements of the Parties contained in this Agreement.

**SECTION 2.06. Liability of the County and the JEDD.** The County and the JEDD shall have no liability to the County or the JEDD, respectively, for any mistakes or errors in judgment or for any act or omission believed in good faith to be in the scope of authority conferred upon the County or the JEDD by this Agreement. The fact that the County or the JEDD has acted or not acted pursuant to the instructions of the County or the JEDD or has obtained the advice of legal counsel that act or omission is within the scope of the authority conferred by this Agreement shall be conclusive evidence that the County or the JEDD believed in good faith such act or omission to be within the scope of the authority conferred by this Agreement.

**SECTION 2.07. No Third Party Beneficiary.** Except for the State with respect to the JEDD Revenues assigned under the AOFF Assignment, no other persons or entities shall have any rights under this Agreement or be deemed to be third-party beneficiaries of this Agreement.

### ARTICLE III

#### **Representations and Further Agreements**

**SECTION 3.01. Representations of the County.** To induce the JEDD to enter into this Agreement, the Board of County Commissioners represents to the JEDD as follows:

(a) it is the duly constituted and duly elected governing body of the County under the laws of the State;

(b) it has full power and authority to execute and to deliver this Agreement and to perform its obligations hereunder;

(c) the execution, delivery, and performance of this Agreement have been duly authorized by all requisite action on the part of the County; and this Agreement, when executed and delivered by the County, will constitute a legal, valid, and binding obligation of the County;

(d) the execution, delivery, and performance of this Agreement do not, and will not, (1) violate any provision of law applicable to the County or (2) result in a default under any agreement or instrument to which either the Board of County Commissioners or the County is a party or by which either the Board of County Commissioners or the County is bound; and

**SECTION 3.02. Representations of the JEDD.** To induce the County enter into this Agreement, the Board of Directors of the JEDD represents to the County as follows:

(a) it has full power and authority to execute and to deliver this Agreement and to perform its obligations hereunder;

(b) the execution, delivery, and performance of this Agreement have been duly authorized by all requisite action on the part of the JEDD; and this Agreement, when executed and delivered by the JEDD, will constitute a legal, valid, and binding obligation of the JEDD;

(c) the execution, delivery, and performance of this Agreement do not, and will not, (1) violate any provision of law applicable to the JEDD or (2) result in a default under any agreement or instrument to which either the Board of Directors of the JEDD or the JEDD is a party or by which either the Board of Directors of the JEDD or the JEDD is bound; and

(d) the JEDD Revenues are free from any previous encumbrances.

**SECTION 3.03. Challenge to Agreement.**

(a) Each Party waives any and all rights it may have to commence or to maintain any civil action or other proceeding to contest, to invalidate, or otherwise to challenge this Agreement or any of the actions required or contemplated by this Agreement, or to take any actions, either directly or indirectly, to oppose in any other way, or to initiate, promote, or support the opposition of, this Agreement or any of the actions required or contemplated by this Agreement.

(b) In the event of a court action by a third party challenging the validity or enforceability of this Agreement or any of its provisions, all Parties shall fully cooperate to vigorously defend the Agreement. If only one Party is named as a party to the action, the other Parties shall seek to intervene, and the named Party shall support such intervention. The cost of defending this Agreement shall be shared equally by the County and the JEDD. No settlement of such an action shall be permitted without the approval of the County and the JEDD.

**SECTION 3.04. Good Faith and Fair Dealing.** The County and the JEDD hereby acknowledge that this Agreement imposes upon each of them a duty of good faith and fair dealing in its implementation.

**SECTION 3.05. Notice of Disagreement.** The County and the JEDD acknowledge and agree that the performance of certain of the agreements contained herein is to be undertaken in a mutual and cooperative fashion, and, to ensure such cooperative effort, each Party agrees promptly to notify the other of disagreements arising hereunder and to act in good faith to promptly resolve such disagreements.

**SECTION 3.06. Assignment.** The County nor the JEDD may assign this Agreement, in whole or in part, voluntarily or involuntarily, by operation of law, or otherwise, without the prior written consent of the other, which consent shall not unreasonably be withheld.

**SECTION 3.07. Amendment; Waiver.** This Agreement may not be modified, altered, amended, or discharged, or any rights hereunder waived, except by an instrument in writing executed by the JEDD to be charged with such modification, alteration, amendment, discharge, or waiver and with the prior written consent of the County, which consent shall not be unreasonably withheld. No waiver of any term, provision, or condition of this Agreement, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, provision, or condition or as a waiver of any other term, provision, or condition of this Agreement.

## ARTICLE IV

### **Term; Remedies**

**SECTION 4.01. Term.** This Agreement shall become effective on the Effective Date. Unless sooner terminated pursuant to the other provisions of this Agreement, the term of this Agreement shall be from and after \_\_\_\_\_, 2026 until \_\_\_\_\_, 20\_\_ (the “Term”).

**SECTION 4.02. Termination.** So long as the Public Infrastructure Improvements Obligations are outstanding and unpaid, the JEDD’s obligations under this Agreement shall not be terminated. When the County has been fully reimbursed for the County Contribution and the AOFF Loan and all Company Overruns Contributions have been repaid or provision for the forgiveness of the AOFF Funding has been made, the obligations of the JEDD under this Agreement shall be terminated. For avoidance of doubt, if the Public Infrastructure Improvements Obligations are no longer outstanding, this Agreement will terminate, prior to the expiration of the Term, upon the written agreement of the County and the JEDD. It being further understood that if the Company fails to satisfy the forgiveness conditions under the AOFF Funding documents such that it is obligated under the Payment Guaranty to pay all or a portion of the outstanding balance of the AOFF Funding, then provided the County has been fully reimbursed for the County Contribution, this Agreement will terminate prior to the expiration of the Term and the parties hereunder shall have no obligations except for those which are expressly stated to survive.

**SECTION 4.03. Mediation.** If the Parties are unable to resolve a dispute as to the meaning or application of this Agreement, or if either Party believes there has been a breach by the other Party, the Parties shall participate in mediation of the dispute. The mediator shall be an impartial individual chosen jointly by the Parties. The Parties shall attempt in good faith to avoid the need for litigation of disputes through mediation. This Section 4.03 does not, however, preclude either Party from instituting litigation if necessary, in the opinion of the Party, for the protection of the Party’s interests.

**SECTION 4.04. Waiver of Breach.** No waiver by any Party will be effective unless it is in writing and then only to the extent specifically stated and is agreed to by the Parties. No failure on the part of any Party to exercise, and no delay in exercising, any right, power, or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power, or remedy by any Party preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. Failure of any Party to demand strict performance of the provisions of this Agreement by the other Parties, or any forbearance by any Party in exercising any right or remedy hereunder or otherwise afforded by law, shall not constitute a waiver by such Party of any provision of this Agreement. Any condition, term, or covenant in this Agreement that is not complied with will be considered a breach.

**ARTICLE V**

**Miscellaneous**

**SECTION 5.01. Time Is of the Essence.** Time is of the essence in the compliance with the terms and conditions of this Agreement. Whenever, under the terms of this Agreement, the time for performance falls on a Day other than a Business Day, such time for performance shall be on the next Business Day.

**SECTION 5.02. Notices.**

(a) Except as otherwise provided herein, any notice provided for in this Agreement shall be in writing and shall be deemed to have been duly given as follows:

(1) upon receipt, when delivered personally to a Party at its address as hereinafter set forth; or

(2) one Business Day after being delivered to a reputable overnight courier service, prepaid, marked for next-day delivery to a Party at its address as hereinafter set forth; or

(3) on the third Business Day after being mailed by United States mail, registered or certified, return receipt requested, postage prepaid, addressed to a Party at its address as hereinafter set forth; or

(4) upon confirmation of receipt by telephone at the number specified for confirmation, if sent by facsimile transmission to a Party at its facsimile number as hereinafter set forth.

(b) All notices to be given to the County pursuant to this Agreement shall be sent to the County at the following address:

County of Defiance, Ohio  
Attn: Board of Commissioners  
500 Court Street, Suite A  
Defiance, Ohio 43512

(c) All notices to be given to the JEDD pursuant to this Agreement shall be sent to the JEDD at the following address:

Delaware-Defiance Joint Economic Development District I  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(d) Any Party may at any time change its address and/or facsimile number for such notices, requests, demands, or statements by giving the other Parties written notice thereof in accordance Section 5.02(a).

**SECTION 5.03. Governing Law; Jurisdiction and Venue.** This Agreement shall be governed by the laws of the State of Ohio in all respects, including matters of construction, validity, and performance. The Parties agree that any action relating to or arising out of this Agreement may be brought against the other Party only in the Defiance County, Ohio, Court of Common Pleas; and each Party consents to the jurisdiction of such courts (and of the appropriate appellate courts), waives any objection to venue laid therein, and agrees that process may be served on it anywhere in the world.

**SECTION 5.04. Entire Agreement.** This Agreement (including the recitals and exhibits hereto, which are by this reference incorporated herein and made a part hereof) sets forth all understandings between the Parties respecting the subject matter of this transaction, and all prior agreements, understandings, and representations, whether oral or written, representing this subject matter are merged into and superseded by this written Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, to explain, or to vary any of the terms of this Agreement.

**SECTION 5.05. Binding Effect.** This Agreement, and the terms, covenants, and conditions hereof, shall be binding upon and inure to the benefit of the Parties and, subject to the prohibitions out assignment set forth herein, their respective administrators, successors, and assigns.

**SECTION 5.06. Counterparts; Facsimile Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts. The Parties further agree that facsimile signatures by the Parties shall be binding to the same extent as original signatures.

IN WITNESS WHEREOF, this First Quality Tissue Midwest Funding Agreement has been duly executed and delivered for, in the name of, and on behalf of the County and the JEDD by their duly authorized officers, all as of the Effective Date.

**County:**

**COUNTY OF DEFIANCE, OHIO**

By: \_\_\_\_\_  
County Commissioner

By: \_\_\_\_\_  
County Commissioner

By: \_\_\_\_\_  
County Commissioner

**JEDD:**

**DELAWARE-DEFIANCE JOINT  
ECONOMIC DEVELOPMENT  
DISTRICT I**

By: \_\_\_\_\_  
\_\_\_\_\_, President

**FISCAL OFFICER'S CERTIFICATE**

The undersigned, the fiscal officer of the County of Defiance, Ohio, hereby certifies that the moneys required (if any) to meet the obligations of the Board of County Commissioners of the County of Defiance for the year 2026 under the foregoing First Quality Tissue Midwest Project Funding Agreement have been lawfully appropriated and are in the treasury of the County of Defiance or are in the process of collection to the credit of an appropriate fund free from any previous encumbrances. This Certificate is given in compliance with ORC § 5705.41.

\_\_\_\_\_

Dated: \_\_\_\_\_, 2026

**EXHIBIT A**

**JEDD CONTRACT**



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO CONTRACT FOR THE REPLACEMENT OF A CHILLER, TWO BOILERS, AND OTHER ACCESSORIES FOR THE POLICE DIVISION BUILDING AND DECLARING AN EMERGENCY**

**WHEREAS**, the air conditioning system in the building located at 324 Perry Street that houses the Police Division has ceased functioning and requires a total replacement; and,

**WHEREAS**, the City received four quotes for this essential equipment and Johnson Controls submitted the lowest quote of \$228,514.00; and,

**WHEREAS**, Council finds that the City met the competitive bidding requirements for the item required by §151.03(a) by locating and selecting the item in a manner that matches the price and specifications of the State Purchasing Program; and,

**WHEREAS**, Council finds that this purchase is necessary to maintain its facilities and employee morale;

**Now therefore**, be it enacted by the Council of the Municipality of Defiance, Ohio, that:

**Section 1:** The City Administrator is directed to enter into a contract with Johnson Controls for a York Air Cooled Screw Chiller, two Lochinvar Boilers, and other accessories at a cost of \$228,514.00 and according to the terms and conditions of the proposal on file in the Office of the Law Director.

**Section 2:** The Finance Director shall pay the contract price from Section 1 from appropriated funds allocated by expenditure from Line 403-901-52-976040 of the 2026 annual budget.

**Section 3:** Council, by two-thirds vote of all members elected thereto, finds that the condition of the facility constitutes a real and present emergency authorizing immediate execution of this contract notwithstanding any irregularities in formal bidding or advertising.

**Section 4:** It is found and determined that all legislative actions pertaining to the adoption of this Ordinance were taken in Public Session and that all deliberations that affected or influenced any such legislative act, including all deliberations in Committee, were conducted in Public Session or in Executive Session duly convened in accordance with law.

**Section 5:** This Ordinance is declared to be an emergency measure necessary to preserve the health, safety, or welfare of the community for the reason that the units have a lead time of four months for procurement and installation. Council desires to have a functioning air conditioning system inside the Police Division as soon as possible. As such, this Ordinance shall be effective immediately upon passage by an affirmative vote of not less than five (5) Members of Council and approval of the Mayor.

Passed: \_\_\_\_\_, 2026

\_\_\_\_\_  
President of Council

Votes in Favor of Adoption: \_\_\_\_\_

Votes Opposed to Adoption: \_\_\_\_\_

Attest: \_\_\_\_\_, Clerk

Approved: \_\_\_\_\_, 2026

\_\_\_\_\_  
Mayor