

RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE ASHTABULA COUNTY COMMISSIONERS AND THE ASHTABULA COUNTY CONVENTION FACILITIES AUTHORITY

WHEREAS, the parties previously entered into a Memorandum of Understanding dated January 14, 2016, related to the dedication of certain bed tax revenue from the Authority to assist the County with the payment of debt instruments which financed construction of the Geneva State Park Lodge (“Lodge”) and.

WHEREAS, in 2022 the State of Ohio adopted legislation allocating \$13.95 million to the County to satisfy all the debt associated with the construction of the Lodge (the H.B.45 Funds”);

WHEREAS, the parties are authorized to enter into this MOU pursuant to R.C. § 351.10 and to memorialize the understanding between the parties concerning the dedication of a portion of the Ashtabula County bed tax revenue previously dedicated to supporting the construction and financing of Costs, as that term is defined in R.C. Chapter 351, at the Lodge; and

WHEREAS, the parties desire to enter into this MOU to terminate the January 14, 2016, Memorandum of Understanding and set forth certain additional understandings between the parties; and

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the Memorandum of Understanding as noted above is approved in accordance with the copy now on file in this office and that in view of the foregoing and in consideration of the premises and of the mutual promises and undertakings hereinafter set forth, and for other good and valuable considerations, the parties hereto agree to as follows:

1. The Authority will direct \$546,967.08 of bed tax revenue received in 2023 to the County to be maintained solely to provide for long-term maintenance expenses associated with the Lodge.
2. The parties are committed to maintaining the viability of the Lodge and continuing its operation as a meaningful economic impact for Ashtabula County. In that regard, the parties agree as follows:
 - a. The County will use the H.B. 45 Funds to satisfy the debt associated with the construction of the Lodge. Any H.B. 45 Funds remaining after satisfying the debt associated with the construction of the Lodge will be used for long-term maintenance of the Lodge.
 - b. The County will apply any net revenue from the operations of the Lodge to support the future needs of the Lodge.
 - c. The Authority will earmark five percent (5%) of the annual bed tax revenue to support Lodge enhancement projects to be considered by the Authority annually.
 - d. The Authority will continue to provide input into the business plan for the Lodge, as well as actively participate in the development of projects utilizing bed tax revenue.
3. The parties hereby acknowledge that, other than as set forth in this MOU, all obligations on the part of the Authority associated with the January 14, 2016, Memorandum of Understanding are satisfied to the mutual satisfaction of the parties and the same is hereby terminated.
4. The County will support the Authority’s Request for Qualifications/Request for Proposals (“RFQ/RFP”) to solicit consultants to help identify projects countywide that the Authority might pursue to benefit Ashtabula County. An emphasis will be placed on identifying impactful projects in lesser developed areas within Ashtabula County.
5. The Authority will seek alignment with County on any new initiatives over the next four (4) years. In the first quarter of the fourth year, the County and the Authority will meet to discuss extension, modification, or nullification of this MOU.

6. This MOU may be amended or modified only by agreement of the parties in writing and attached hereto provided that any such amendment or modification shall conform to applicable requirements.

7. It is acknowledged by the parties hereto that this MOU supersedes any and all previous written or oral agreements between the parties concerning the subject matter of this MOU.

8. This entire MOU is subject to the provisions of R.C. Chapter 351 pursuant to which the Authority was created. Should any portion of this MOU be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this MOU shall remain in full force and effect unless modified pursuant to Section 6 herein.

9. All notices, requests and approvals shall be made in writing and shall be deemed to have been properly given if and when personally delivered or sent, postage prepaid, by certified mail:

TO: **Ashtabula County Convention Facilities Authority**
ATTN: Chair
P.O. Box 214
Ashtabula, Ohio 44005-0214

TO: **Ashtabula County Board of Commissioners**
25 W. Jefferson Street
Jefferson, Ohio 44047

TO: **Ashtabula County Prosecutor**
25 W. Jefferson Street
Jefferson, Ohio 44047

10. This MOU shall be governed by and interpreted in accordance with the laws of Ohio.

11. Waiver of a breach of any term of this MOU shall not be interpreted as waiver of any other term or terms of the balance of this MOU.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2024-174

March 26, 2024

**RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING BY AND
BETWEEN THE ASHTABULA COUNTY COMMISSIONERS AND THE ASHTABULA
COUNTY CONVENTION FACILITIES AUTHORITY**

Upon the motion of J.P. Ducro IV, seconded by Casey R. Kozlowski.


VOTE:

Kathryn L. Whittington
J.P. Ducro IV
Casey R. Kozlowski

Aye
Aye
Aye

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.


Crystal Sturgill, Clerk of the Board, *Acting*
Board of County Commissioners
Ashtabula County, Ohio

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made and entered into effective February 23, 2024, by and between the **Ashtabula County Board of Commissioners** (hereinafter “County”) and the **Ashtabula County Convention Facilities Authority** (hereinafter “Authority”), a body corporate and politic created pursuant to Chapter 351 of the Ohio Revised Code.

WHEREAS, the parties previously entered into a Memorandum of Understanding dated January 14, 2016, related to the dedication of certain bed tax revenue from the Authority to assist the County with the payment of debt instruments which financed construction of the Geneva State Park Lodge (“Lodge”) and.

WHEREAS, in 2022 the State of Ohio adopted legislation allocating \$13.95 million to the County to satisfy all the debt associated with the construction of the Lodge (the H.B.45 Funds”);

WHEREAS, the parties are authorized to enter into this MOU pursuant to R.C. § 351.10 and to memorialize the understanding between the parties concerning the dedication of a portion of the Ashtabula County bed tax revenue previously dedicated to supporting the construction and financing of Costs, as that term is defined in R.C. Chapter 351, at the Lodge; and

WHEREAS, the parties desire to enter into this MOU to terminate the January 14, 2016, Memorandum of Understanding and set forth certain additional understandings between the parties.

NOW, THEREFORE, in view of the foregoing and in consideration of the premises and of the mutual promises and undertakings hereinafter set forth, and for other good and valuable considerations, the parties hereto agree to as follows:

1. The Authority will direct \$546,967.08 of bed tax revenue received in 2023 to the County to be maintained solely to provide for long-term maintenance expenses associated with the Lodge.

2. The parties are committed to maintaining the viability of the Lodge and continuing its operation as a meaningful economic impact for Ashtabula County. In that regard, the parties agree as follows:

- a. The County will use the H.B. 45 Funds to satisfy the debt associated with the construction of the Lodge. Any H.B. 45 Funds remaining after satisfying the debt associated with the construction of the Lodge will be used for long-term maintenance of the Lodge.
- b. The County will apply any net revenue from the operations of the Lodge to support the future needs of the Lodge.
- c. The Authority will earmark five percent (5%) of the annual bed tax revenue to support Lodge enhancement projects to be considered by the Authority annually.
- d. The Authority will continue to provide input into the business plan for the Lodge, as well as actively participate in the development of projects utilizing bed tax revenue.

3. The parties hereby acknowledges that, other than as set forth in this MOU, all obligations on the part of the Authority associated with the January 14, 2016, Memorandum of Understanding are satisfied to the mutual satisfaction of the parties and the same is hereby terminated.

4. The County will support the Authority's Request for Qualifications/Request for Proposals ("RFQ/RFP") to solicit consultants to help identify projects countywide that the Authority might pursue to benefit Ashtabula County. An emphasis will be placed on identifying impactful projects in lesser developed areas within Ashtabula County.

5. The Authority will seek alignment with County on any new initiatives over the next four (4) years. In the first quarter of the fourth year, the County and the Authority will meet to discuss extension, modification, or nullification of this MOU.

6. This MOU may be amended or modified only by agreement of the parties in writing and attached hereto provided that any such amendment or modification shall conform to applicable requirements.

7. It is acknowledged by the parties hereto that this MOU supersedes any and all previous written or oral agreements between the parties concerning the subject matter of this MOU.

8. This entire MOU is subject to the provisions of R.C. Chapter 351 pursuant to which the Authority was created. Should any portion of this MOU be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this MOU shall remain in full force and effect unless modified pursuant to Section 6 herein.

9. All notices, requests and approvals shall be made in writing and shall be deemed to have been properly given if and when personally delivered or sent, postage prepaid, by certified mail:

TO: Ashtabula County Convention Facilities Authority
ATTN: Chair
P.O. Box 214
Ashtabula, Ohio 44005-0214

TO: Ashtabula County Board of Commissioners
25 W. Jefferson Street
Jefferson, Ohio 44047

TO: Ashtabula County Prosecutor
25 W. Jefferson Street
Jefferson, Ohio 44047

10. This MOU shall be governed by and interpreted in accordance with the laws of Ohio.


11. Waiver of a breach of any term of this MOU shall not be interpreted as waiver of any other term or terms of the balance of this MOU.

The parties hereto have caused this MOU to be executed by their duly authorized officers, as of the day and year first written above.

**ASHTABULA COUNTY CONVENTION
FACILITIES AUTHORITY**

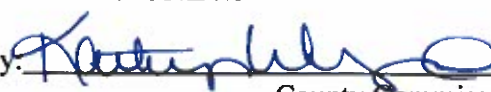
By: , *Chr.*
Holly Mayernick, Chair

Date: 3/26/24

By: , Secretary *Vice Chr.*

Date: 3/26/2024

**ASHTABULA COUNTY BOARD OF
COMMISSIONERS**

By: 
County Commissioner

Date: _____

By: 
County Commissioner

Date: _____

By: 
County Commissioner

Date: 3-26-24

ATTESTED BY:


Clerk, Board of County Commissioners, *Active*
Date: 3-26-24