

COOPERATIVE ECONOMIC DEVELOPMENT AGREEMENT

BY AND BETWEEN

CITY OF GRANDVIEW HEIGHTS, OHIO

AND

CLINTON TOWNSHIP (FRANKLIN COUNTY), OHIO

**Dated as of
November 1, 2013**

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COOPERATIVE ECONOMIC DEVELOPMENT AGREEMENT

This Cooperative Economic Development Agreement (this "Agreement") dated as of November 1, 2013 is entered into by and between the City of Grandview Heights, Ohio (the "City"), a municipal corporation and political subdivision organized and existing pursuant to the Constitution and the laws of the State of Ohio, and Clinton Township (Franklin County), Ohio (the "Township"), a township and political subdivision organized and existing under the laws of the State of Ohio. (Capitalized terms and words used, but not otherwise defined, in this Agreement have the meanings assigned to them in Article I.)

WITNESSETH:

WHEREAS, Ohio Revised Code Section 701.07 authorizes a municipal corporation and a township to enter into cooperative economic development agreements; and

WHEREAS, the City and the Township desire cooperative regional development and job creation for the benefit of the City and the Township and their residents, and desire to facilitate new and expanded growth for commercial and industrial development in the State; and

WHEREAS, the City and the Township desire to cooperate in improving and advancing the welfare of their residents in a number of ways in the CEDA Territory which include promoting economic development in a manner compatible with the character of the CEDA Territory and addressing mutually satisfactory planning and development standards; and

WHEREAS, the City and the Township desire to cooperate in facilitating quality development within the CEDA Territory, while also preserving the geographic integrity of Township boundaries and the character of the area; and

WHEREAS, the City and the Township understand that economic development within the CEDA Territory which occurs in a manner consistent with the wishes of the City and the Township will result in increasing the real and personal property tax bases of the Township; furthering the economic welfare of their residents; enhancing the financial ability of schools in order to continue the offering of quality educational programs; increasing the availability of appropriately skilled individuals for employment within and in the vicinity of the City and the Township; and consequently furthering the creation and preservation of job and employment opportunities within the CEDA Territory and the stabilization and enhancement of the City's and the Township's economic base; and

WHEREAS, the City and the Township have authorized the JEDZ Contract that will be presented to the electors of the Township at the election to be held on November 5, 2013, and the territory of the JEDZ is coterminous with the CEDA Territory; and

WHEREAS, the JEDZ Contract anticipates that the City and the Township will enter into a cooperative economic development agreement; and

WHEREAS, the JEDZ Contract provides the Township with the right to terminate the JEDZ Contract if the City and the Township fail to enter into a cooperative economic development agreement within one year of the effective date of the JEDZ Contract; and

WHEREAS, in consideration of this Agreement, the Township will waive its right to terminate the JEDZ Contract pursuant to said Contract; and

WHEREAS, it the intention of the parties to enter into this Agreement to (i) make the Cooperative Economic Development Payments to the Township in consideration of the Township's waiver of its right to terminate the JEDZ Contract, and (ii) provide for the provision of additional governmental services by the Township and City to the CEDA Territory; and

WHEREAS, the City and the Township desire to enter into this CEDA Agreement under the authority of Ohio Revised Code Section 701.07 and all other authority granted to the City and the Township under the Constitution and laws of the State, ordinances of the City and resolutions of the Township in order to set forth their agreements with respect to the CEDA Territory, including, but not limited to, the making of the Cooperative Economic Development Payments to the City and the Township; and

NOW, THEREFORE, in consideration of the foregoing recitals and the agreements, representations, covenants and promises set forth in this Agreement, the City and the Township agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 Definitions.

In addition to any words and terms defined elsewhere in this Agreement, the following capitalized words and terms shall have the following meanings:

"Agreement" means this Cooperative Economic Development Agreement by and between the City and the Township.

"Business" includes each commercial, industrial, professional, educational, governmental, health and medical, service-oriented, and charitable entity that has established or will establish a permanent location in the CEDA territory.

"CEDA Territory" means all real property described and depicted in Exhibit A to this Agreement and which is coterminous with the JEDZ.

"Cooperative Economic Development Payment" means each payment to be paid to the Township by the City pursuant to Section 6.1 of this Agreement.

"Designated CEDA Representatives" means, collectively, (i) the person designated from time to time by City to serve as a Designated CEDA Representative on behalf of City, and (ii) the person designated from time to time by Township to serve as a Designated CEDA Representative on behalf of Township; each a "Designated CEDA Representative".

"JEDZ" means the Clinton-Grandview Heights Joint Economic Development Zone created by the JEDZ Contract.

“JEDZ Contract” means the Joint Economic Development Zone Contract by and between City and Township dated as of August 1, 2013.

“JEDZ Income Tax” means the income tax to be levied by the board of directors of the JEDZ in accordance with the JEDZ Contract.

“State” means the State of Ohio.

“Township” means Clinton Township (Franklin County), Ohio.

“City” means the City of Grandview Heights, Ohio.

Section 1.2 Interpretations.

Any reference herein to the City, the Township or the Board or to any officer or employee of the City, the Township or the Board, includes the entities, officers or employees succeeding to their respective functions, duties or responsibilities pursuant to or by operation of law, or the entities, officers or employees lawfully performing their respective functions, duties or responsibilities.

Any reference herein to a section or provision of the Constitution of the State, a section, provision or chapter of the Ohio Revised Code, an ordinance of the City, a resolution of the Township or any statute of the United States of America, includes that section, provision, chapter, ordinance, resolution or statute as amended, modified, revised, supplemented or superseded from time to time; provided, however, that no amendment, modification, revision, supplement or superseding section, provision, chapter, ordinance, resolution or statute shall be applicable to this Agreement solely by reason of this Section 1.2 if such amendment, modification, revision, supplement or superseding section, provision, chapter, ordinance, resolution or statute constitutes an impairment of the rights or obligations of the City or the Township under this Agreement.

Unless the context clearly indicates otherwise, words importing the singular number include the plural number and vice versa. The terms “hereof”, “hereby”, “herein”, “hereto”, “hereunder” and similar terms refer to this Agreement. The term “hereafter” means after, and the term “heretofore” means before the date of this Agreement. Words of any gender include the correlative word of the other genders unless the context clearly indicates otherwise.

Unless the context clearly indicates otherwise, any reference to a “Section” is a reference to a section of this Agreement.

Section 1.3 Captions and Headings.

The captions and headings in this Agreement are solely for convenience of reference and do not define, limit or describe the scope or intent of any articles, sections, subsections, paragraphs, subparagraphs or clauses herein.

ARTICLE II CEDA TERRITORY

Section 2.1 CEDA Territory.

The City and the Township agree and recognize that the CEDA Territory as to which this Agreement applies consists of all real property described and depicted in Exhibit A to this Agreement and which is coterminous with the JEDZ. In the event any real property located within the JEDZ is removed from the JEDZ pursuant to Section 6.3 of the JEDZ Contract, then such removed real property shall be automatically deleted from the CEDA Territory and no longer subject to this Agreement.

Section 2.2 Amendment of the CEDA Territory.

Except as otherwise provided in Section 2.1, above, the CEDA Territory, or any portion therein, may be amended by an amendment to this Agreement pursuant to Section 8.7.

ARTICLE III CONTRIBUTION OF SERVICES AND POWERS

Section 3.1 Usual and Customary Governmental Services by the Township.

The Township shall furnish or cause to be furnished to the CEDA Territory all the customary governmental services furnished by the Township to the other territory of the Township, including, but not limited to: maintenance of Township roads, fire protection, police protection, emergency medical services and general administration.

Section 3.2 Additional Governmental Service by the Township.

In addition to the customary services, the Township shall provide, or cause to be provided, the following additional governmental services: enhanced planning and economic development and redevelopment services and enhancements to existing police and fire services within the CEDA territory.

Section 3.3 Additional Governmental Services by the City.

The Township currently contracts with the City of Upper Arlington for the provision of fire protection and emergency medical services to the unincorporated area of the Township that is located west of the Olentangy River in Franklin County, Ohio. In the event the Township ceases to contract with the City of Upper Arlington for all or any portion of such services, the City shall, upon written request given by the Township, enter into negotiations with the Township for the City's provision of these services to the Township. If the City and Township are unable to reach an agreement on the terms of a contract for the provision of such services within sixty (60) days following said written request (or within such other period of time as the Township and City may agree in writing), then the Township may terminate this Agreement and the JEDZ Contract by written notice to the City, with the termination being effective upon the date set forth in such notice.

Section 3.4 Permissive Additional Services by the City and the Township.

The City or the Township or the City and the Township jointly may furnish to the CEDA Territory such additional or non-customary governmental services as the City and the Township deem appropriate and as allowed by law including, but not limited to, the following:

- a) Joint services and permanent improvements within the CEDA Territory;
- b) Services and improvements by the City in the CEDA Territory;
- c) Services and improvements by the Township in the CEDA Territory;
- d) Payment of service fees to the City by the Township;
- e) Payment of service fees to the Township by the City;
- f) Issuance of notes and bonds and other debt obligations by either or both the City and the Township for public purposes authorized by or pursuant to this Agreement and provision for the allocation of the payment of the principal of, interest on, and other charges and costs of issuing and servicing the repayment of the notes and bonds;
- g) Issuance of industrial development notes, bonds, and debt obligations by the City to finance projects in the CEDA Territory and provision for the allocation of the payment of the principal of, interest on, and other charges and costs of issuing and servicing the repayment of such economic development notes, bonds and debt obligations. To implement subsection (g), the City may undertake projects under Ohio Revised Code Chapters 165, 761, or 902 even though the project is located outside the City; however, no such debt will be issued without approval of the Township and City;
- h) Tax abatements within the CEDA Territory; and
- i) Payments in lieu of taxes, if any, to be paid to the City or the Township by the other.

Section 3.5 Provisions to be Liberally Construed.

The powers and authorizations provided for in Article III hereof shall be liberally construed to allow the City and the Township to carry out the purposes of this Agreement by providing government improvements and facilities and services, by promoting and supporting economic development, by creating and preserving employment opportunities, and by allowing for the sharing in the benefits of economic development even if the economic development does not occur in an unincorporated area. Nothing contained in Sections 3.2 or 3.4 hereof shall be construed as obligating either the City or the Township to provide any particular service, level of service or financial commitment to the CEDA Territory, and such matters shall be left to the further mutual agreement of the City and the Township.

ARTICLE IV ADMINISTRATION

Section 4.1 CEDA Representatives.

Not later than 30 days after the effective date of this Agreement, (i) the Board of Township Trustees of the Township shall adopt a resolution appointing the Designated CEDA Representative of the Township, and (ii) the Mayor, with the consent of the Council of the City, shall appoint a Designated CEDA Representative of the City. Each Designated CEDA Representative who shall be responsible for communicating and consulting with the other Designated CEDA Representatives with respect to all matters affecting the CEDA Territory, administering this Agreement, advising various official bodies with respect to the activities within the CEDA Territory, and planning the orderly and mutually beneficial development of the CEDA Territory.

Section 4.2 Meetings.

Upon the invitation of either the City or the Township, authorized representatives of the City or the Township shall meet in order to assess the effects of this Agreement and to discuss methods of cooperation and plans for development in and for the CEDA Territory, in cooperation with the board of directors of the JEDZ.

ARTICLE V WAIVER OF RIGHT TO TERMINATE JEDZ CONTRACT

Section 5.1 Waiver by the Township.

The Township irrevocably waives its right to terminate the JEDZ Contract in accordance with Section 5.3(b) of the JEDZ Contract.

ARTICLE VI COOPERATIVE ECONOMIC DEVELOPMENT PAYMENTS

Section 6.1 Payments to the Township.

In consideration of the Township's waiver of its right to terminate the JEDZ Contract pursuant to Section 5.1 above, and its provisions of services to the CEDA Territory pursuant to Sections 3.1 and 3.2 hereof, the City shall pay Cooperative Economic Development Payments to the Township. The amounts to be paid to the Township by the City shall equal 77.78% percent of the amount of the proceeds of the JEDZ Income Tax that the City receives pursuant to the first paragraph of Section 4.3 of the JEDZ Agreement. The Cooperative Economic Development Payments shall be paid by the City to the Township within thirty days after the receipt by the City of its portion of the proceeds of JEDZ Income Tax pursuant to Section 4.3 of the JEDZ Agreement.

ARTICLE VII TERM OF CEDA AGREEMENT

Section 7.1 Effective Date.

The effective date of this Agreement shall be the same date as the effective date of the JEDZ in accordance with the JEDZ Contract. If the Township resolution authorizing the JEDZ Contract is not approved by the electors of the Township at the election on November 5, 2013, this Agreement shall be null and void.

Section 7.2 Term.

The term of this Agreement will be the same as the term of the JEDZ Agreement, shall automatically renew for additional terms upon and for the same period as any renewal of the JEDZ Contract, and shall terminate if the JEDZ Contract is terminated pursuant to Section 5.3 of the JEDZ Contract. This Agreement and the JEDZ Contract shall also terminate if and when the Township exercises its right of termination pursuant to Section 3.3, hereof.

ARTICLE VIII MISCELLANEOUS

Section 8.1 Execution of Other Documents.

The City and the Township agree to cooperate with one another in the implementation of this Agreement and to execute or cause to be executed, in a timely fashion, all necessary documents in order to effectuate the purposes of this Agreement.

Section 8.2 Binding Effect.

All rights, benefits, and privileges under this Agreement shall inure only to the City and the Township, and no third parties shall have any right to claim any rights, benefits, or privileges under this Agreement.

Each covenant, agreement or obligation of the City or the Township under this Agreement is binding on each officer of the City or Township, respectively, who has the authority or duty from time to time under the laws of the State to take any action which may be necessary or advisable to observe or perform that covenant, agreement or obligation.

Section 8.3 Counterparts.

This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement.

Section 8.4 Severability.

The invalidity or unenforceability of any one or more provision of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement or any part thereof and the same shall remain in full force and effect.

Section 8.5 Governing Law and Choice of Forum.

This Agreement shall be governed by and construed in accordance with the laws of the State. All claims, counterclaims, disputes and other matters in question regarding this Agreement or its breach will be decided in a court of competent jurisdiction within the State.

Section 8.6 Notices and Payments.

All notices, demands, requests, consents or approvals given, required or permitted hereunder shall be in writing and shall be deemed sufficiently given if received or if hand delivered or sent by recognized overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to: (i) (A) the City at City of Grandview Heights, Ohio, 1016 Grandview Avenue, Columbus, Ohio 43212, Attention: Mayor, and (B) the Township at Clinton Township, 3820 Cleveland Avenue, Columbus, Ohio 43224, Attention: Fiscal Officer, or (ii) such other address as the recipient shall have previously notified the sender in writing as provided in this Section 8.6.

Each Cooperative Economic Development Payment shall be made to the Township at: (i) Clinton Township, 3820 Cleveland Avenue, Columbus, Ohio 43224, Attention: Fiscal Officer, or (ii) such other address as the Township shall have previously notified the City in writing as provided in this Section 8.6.

Section 8.7 Amendments.

This Agreement may be amended by the City and the Township by a written agreement authorized by the respective legislative authorities of the City and the Township.

Section 8.8 Entire Agreement.


This Agreement is the only and entire agreement between the City and the Township regarding the CEDA Territory.

IN TESTIMONY WHEREOF, the parties have caused duplicate counterparts hereof to be executed by their duly authorized officers as of the date first set forth above.

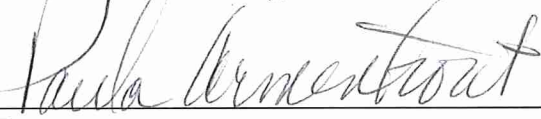
CITY OF GRANDVIEW HEIGHTS, OHIO

Approved as to form:


City Attorney

By: 
Mayor
City of Grandview Heights, Ohio

**CLINTON TOWNSHIP
(FRANKLIN COUNTY), OHIO**

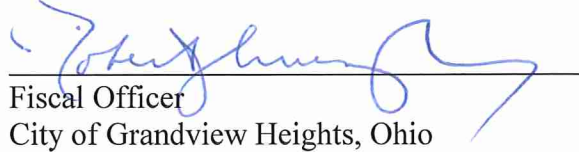
By: 
Trustee

By: 
Trustee

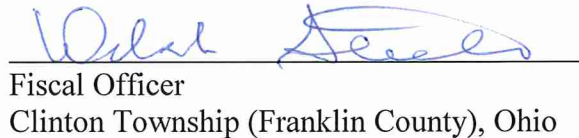
By: 
Trustee

FISCAL OFFICERS' CERTIFICATIONS

The Undersigned Fiscal Officer of the City of Grandview Heights, Ohio hereby certifies that the moneys required to meet the obligations of the City during the calendar year 2013 under the foregoing Cooperative Economic Development Agreement 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.


Fiscal Officer
City of Grandview Heights, Ohio

The Undersigned Fiscal Officer of Clinton Township (Franklin County), Ohio hereby certifies that the moneys required to meet the obligations of the Township during the calendar year 2013 under the foregoing Cooperative Economic Development Agreement have been appropriated lawfully for that purpose, and are in the treasury of the Township 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.


Fiscal Officer
Clinton Township (Franklin County), Ohio

**EXHIBIT A
CEDA TERRITORY**

The CEDA Territory consists of the following parcels as numbered and in the records of the County Auditor of Franklin County, Ohio, and as depicted on the map below:

Parcel Numbers

130-000001	130-000319	130-001195	130-002088
130-000002	130-000321	130-001196	130-002223
130-000005	130-000332	130-001197	130-002224
130-000006	130-000348	130-001218	130-002226
130-000008	130-000350	130-001229	130-002276
130-000010	130-000387	130-001230	130-002336
130-000011	130-000397	130-001231	130-002350
130-000013	130-000423	130-001233	130-002352
130-000019	130-000426	130-001239	130-002354
130-000020	130-000428	130-001240	130-002379
130-000023	130-000435	130-001319	130-002395
130-000034	130-000485	130-001320	130-002413
130-000040	130-000486	130-001355	130-002421
130-000048	130-000487	130-001368	130-002423
130-000050	130-000491	130-001385	130-002458
130-000068	130-000559	130-001388	130-002467
130-000074	130-000583	130-001391	130-002468
130-000076	130-000597	130-001392	130-002475
130-000112	130-000666	130-001394	130-002621
130-000115	130-000668	130-001397	130-002639
130-000135	130-000670	130-001398	130-002640
130-000139	130-000806	130-001399	130-002643
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130-000274	130-000991	130-001872	130-003161
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130-000286	130-001066	130-002087	130-003163

EXHIBIT A
CEDA TERRITORY (Continued)

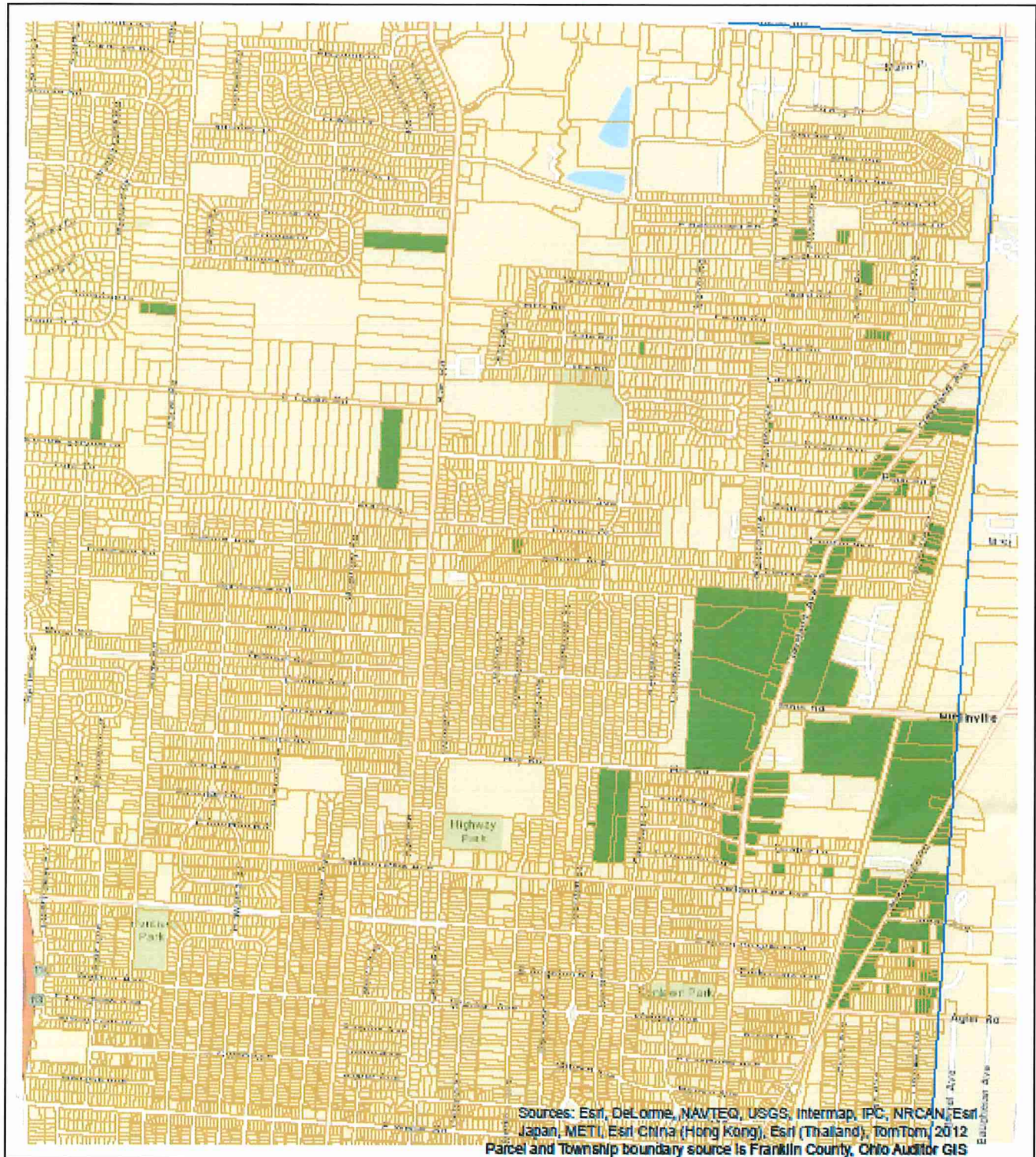
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130-003190	130-004142	130-004440	130-005785
130-003205	130-004143	130-004482	130-005788
130-003296	130-004224	130-004518	130-005811
130-003297	130-004276	130-004533	130-005817
130-003312	130-004281	130-004551	130-005894
130-003313	130-004284	130-004556	130-005949
130-003338	130-004285	130-004567	130-006033
130-003370	130-004289	130-004612	130-006099
130-003379	130-004290	130-004623	130-006598
130-003383	130-004293	130-004728	130-006599
130-003402	130-004296	130-004729	130-006601
130-003403	130-004297	130-004874	130-006662
130-003404	130-004298	130-005036	130-006696
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130-003420	130-004305	130-005057	130-006698
130-003453	130-004306	130-005129	130-006699
130-003454	130-004308	130-005131	130-006700
130-003455	130-004311	130-005289	130-006703
130-003456	130-004336	130-005351	130-006705
130-003474	130-004337	130-005353	130-006706
130-003477	130-004340	130-005419	130-006711
130-003559	130-004344	130-005489	130-006712
130-003898	130-004345	130-005495	130-006713
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130-004035	130-004361	130-005576	130-006751
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130-004057	130-004373	130-005578	130-006829
130-004059	130-004374	130-005579	130-006887
130-004060	130-004384	130-005581	130-006933
130-004065	130-004389	130-005773	130-006934
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130-004079	130-004405	130-005780	130-006964
130-004097	130-004406	130-005781	130-007118

EXHIBIT A
CEDA TERRITORY (Continued)

130-007169	130-008904	130-011730	130-011855
130-007190	130-008966	130-011734	130-011856
130-007197	130-008975	130-011773	130-011858
130-007198	130-009470	130-011779	130-011859
130-007199	130-011513	130-011786	130-011860
130-007423	130-011514	130-011817	130-011861
130-007425	130-011515	130-011830	130-011862
130-008350	130-011588	130-011832	130-011864
130-008351	130-011663	130-011833	130-011865
130-008353	130-011679	130-011840	130-011866
130-008394	130-011680	130-011841	130-011869
130-008404	130-011682	130-011848	130-011871
130-008773	130-011686	130-011851	
130-008855	130-011707	130-011854	

EXHIBIT A
CEDA TERRITORY (Continued)

Exhibit A - Map 2



Legend

-  Clinton Township Boundary
-  Property Parcel
-  Joint Economic Development Zone

**Clinton - Grandview Heights
Cooperative Economic Development Agreement
September 2013**

0 750 1,500 3,000
Feet

**EXHIBIT A
CEDA TERRITORY (Continued)**

Exhibit A - Map 3



Legend

- Clinton Township Boundary
- Property Parcel
- Joint Economic Development Zone

**Clinton - Grandview Heights
Cooperative Economic Development Agreement
September 2013**

0 250 500 1,000
Feet