

First Reading: August 9, 2005
Second Reading: dispensed
Third Reading: dispensed

ORDINANCE 26-2005

AN ORDINANCE APPROVING A CONTRACT WITH THE HAMILTON COUNTY DEVELOPMENT COMPANY, DISPENSING WITH THE SECOND AND THIRD READINGS, AND DECLARING AN EMERGENCY

WHEREAS, the Council of the Village of Newtown wishes to encourage economic development in the Village through means of tax incentives and development planning; and

WHEREAS, the Hamilton County Development Company has wide experience in providing advice and counsel to communities in the area of economic development; and

WHEREAS, the Counsel of the Village of Newtown wishes to contract with the Hamilton County Development Company in order to obtain its expertise in the area of economic development;

NOW THEREFORE, BE IT ORDAINED by the Council of the Village of Newtown, State of Ohio:

SECTION 1. The attached contract between the Village of Newtown and the Hamilton County Development Company is hereby approved and the Mayor and Fiscal Officer are hereby authorized and directed to execute the contract on behalf of the Village.

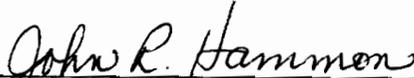
SECTION 2. The Council of the Village of Newtown, by at least three-fourths vote of all of its members, dispenses with the requirement that this Ordinance be read on three separate days and authorizes its passage upon one reading.

SECTION 5. This Ordinance is hereby declared to be an emergency measure, necessary for the preservation of the public peace, health, welfare, and safety of the Village of Newtown. The reason for the emergency is to provide for the immediate implementation of economic development ideas and policies in the Village of Newtown

VOTE RECORD:

Mr. Evans	<u>yes</u>	Ms. Hueber	<u>yes</u>	Mrs. McCarthy	<u>no</u>
Mr. Pulskamp	<u>yes</u>	Mr. Thomas	<u>yes</u>	Mr. Kobasuk	<u>yes</u>

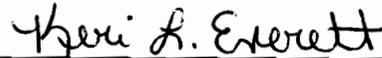
PASSED this 9th day of August, 2005.



John R. Hammon, Mayor
Village of Newtown, Ohio

AUTHENTICATION

This is to certify that this ordinance was duly passed, and filed with the Village of Newtown Fiscal Officer, this 9th day of August, 2005.



Keri Everett, Fiscal Officer
Village of Newtown, Ohio

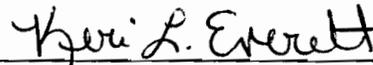
APPROVED AS TO FORM



R. Douglas Miller, Solicitor
Village of Newtown, Ohio

PROOF OF PUBLICATION

I hereby certify that I have published this Ordinance on September 2, 2005 by posting in five public places as established by the Council of the Village of Newtown, Ohio.



Keri Everett, Fiscal Officer
Village of Newtown, Ohio

AGREEMENT

THIS AGREEMENT is made and entered into on this 31st day of August, 2005, by and between the Village of Newtown, Ohio, hereinafter referred to as "Newtown" and the Hamilton County Development Company, Inc., hereinafter referred to as "HCDC".

WITNESSETH:

WHEREAS, Newtown desires to engage the services of HCDC to provide certain professional economic development services of a non-competitive nature, said services more fully described herein below under Section I and set forth in Exhibit "A"; and

WHEREAS, HCDC was established in 1983 as a private, not-for-profit corporation organized to promote economic development; and

WHEREAS, HCDC desires to provide said services to Newtown;

NOW THEREFORE, for and in consideration of the promises, covenants and agreements herein contained, the parties mutually agree as follows:

SECTION I. SCOPE OF SERVICES

HCDC shall perform, in a satisfactory and proper manner as determined by the Mayor of the Village of Newtown, all the necessary services under this Agreement in connection with economic development, which services are generally described in the Scope of Services attached hereto, marked Exhibit "A", and by this reference made a part hereof.

SECTION II. TERM

The services of HCDC are to begin on September 1, 2005, and shall be completed on August 30, 2006.

SECTION III. COMPENSATION AND PROCEDURES FOR DISBURSEMENT

- A. COMPENSATION** – Newtown agrees to pay to HCDC a total amount not exceeding Twenty two thousand thirty two Dollars (\$22,032.00) as full and complete compensation for HCDC's service provided during the term of this Agreement.
- B. INVOICES** – HCDC shall invoice Newtown monthly, over the term of this Agreement, in twelve equal payments of \$1,836.00.
- C. WITHHOLDING PAYMENTS** – In the event HCDC fails to fulfill the terms and conditions of this Agreement, Newtown may withhold payment as an alternative to termination or cancellation of the Agreement. In such an event, Newtown will notify

HCDC of the reason for such action and of the conditions precedent to the resumption of payment.

SECTION IV. ASSIGNABILITY

HCDC shall not assign any interest in this Agreement and shall not transfer any interest in the same, without prior written consent of Newtown.

SECTION V. REPORTS AND INFORMATION

HCDC, at such times and in such forms as Newtown may require, shall furnish Newtown reports and information as may be requested by the Mayor pertaining to the work or services undertaken pursuant to this Agreement.

SECTION VI. TERMINATION

Either party may terminate this Agreement for convenience by giving the other party at least fifteen (15) days prior written notice thereof. In such event, Newtown shall pay HCDC all sums due HCDC to the date of termination based on a proration of the monthly fee to the date of termination. Newtown and HCDC may mutually agree to terminate this Agreement at any time.

SECTION VII. SEVERABILITY

In the event that any provision of this Agreement is declared or determined to be unlawful, invalid or unconstitutional, such declaration shall not affect, in any manner, the legality of the remaining provisions, and each provision of the Agreement will be, and is deemed to be, separated and severable from each other provision.

IN WITNESS WHEREOF, Newtown and HCDC have executed this Agreement as of the date first above written.

Hamilton County Development Company:

Village of Newtown, Ohio

BY: David K. Main
David K. Main
President

BY: John R. Hammon
John R. Hammon, Mayor

BY: Keri R. Everett
Keri Everett, Fiscal Officer

Exhibit A
Scope of Services
Village of Newtown

A. General Economic Development Assistance

HCDC will provide general economic development assistance to Newtown, including:

- Coordination of general, as well as, site specific economic development activities in Newtown as identified by HCDC or as referred by Newtown officials.
- Market economic development tools and programs to existing businesses and potential new businesses.
- Coordination of efforts to retain existing Newtown businesses, including:
 - Meeting with key businesses as identified by Newtown.
 - Responding to requests for information and assistance.
 - Bringing concerns of area businesses to the attention of the Administrator.
- Promotion of Newtown's economic development opportunities with developers and realtors.
- Assistance with researching and applying for local, state and federal funds for economic development projects.
- Other tasks aimed at improving the business climate in the community as may be directed by Newtown officials.

B. Development Site Inventory

HCDC will develop and maintain for the length of the Agreement an inventory of available commercial and industrial development sites in Newtown. The inventory will include ownership, acreage, building, infrastructure and contact information. HCDC will provide five color copies of the inventory to Newtown. The inventory will be developed within 45 days of the start of the contract and will be updated every six months.

C. Community Reinvestment Area (CRA) Assistance

HCDC will assist Newtown with the creation and administration of a Community Reinvestment Area (CRA), including:

- Advising elected officials on the details of the program.
- Coordination of school district notifications and meetings.
- Identification of the geographic area to be included in the CRA district.
- Completing the existing conditions property survey.
- Completing the CRA application process.
- Working with legal counsel to negotiate, draft, and revise the required legal documents.
- Coordination of required public meetings.
- Processing of steps required for final approval.
- Submission of final contracts to local and state officials as required.
- Marketing of CRA tax advantages to business and residential property owners.
- Processing up to 20 residential and 5 commercial applications.
- Coordination of any annual reviews of CRA exemptions.
- Completion and submission of annual report to Ohio Department of Development.

The costs for legal assistance is not included as part of this scope of services. Newtown would contract and pay for legal services separate from this Agreement. If additional applications are received above the number specified above, HCDC would charge Newtown \$100 per residential application and \$200 per commercial application.