

First Reading: November 13, 2007  
Second Reading: Dispensed  
Third Reading: Dispensed

RESOLUTION NO. 2007 - 34

A RESOLUTION AUTHORIZING 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 contract with the Hamilton County Development Company for the provision of economic development services.

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

SECTION 1. That the Mayor and the Fiscal Officer are hereby authorized and directed to execute the attached contract with the Hamilton County Development Company.

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

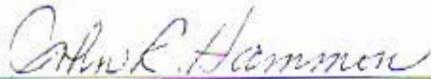
SECTION 3. This Resolution is hereby declared to be an emergency measure, necessary for the preservation of the public peace, health, welfare, and safety of the Village of Newtown. The reason for the emergency is for the immediate provision of economic development services in the Village.

VOTE RECORD:

Mr. Cosby YES                      Mr. Evans YES                      - Ms. Hueber YES

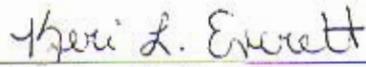
Mr. Kobasuk YES                      Ms. McCarthy YES                      Mr. Pulskamp YES

PASSED this 13th day of November, 2007.

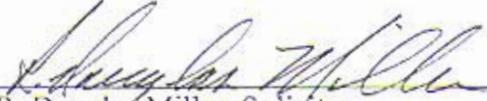
  
\_\_\_\_\_  
John R. Hammon, Mayor  
Village of Newtown, Ohio

**AUTHENTICATION**

This is to certify that this resolution was duly passed and filed with the Village of Newtown Fiscal Officer, this 13th day of November, 2007.

  
\_\_\_\_\_  
Keri L. Everett, Fiscal Officer  
Village of Newtown, Ohio

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
R. Douglas Miller, Solicitor  
Village of Newtown, Ohio

## AGREEMENT

THIS AGREEMENT is ~~made and entered into on this~~ <sup>EFFECTIVE AS OF THE</sup> 15<sup>th</sup> day of September, 2007, 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, 2007, and shall be completed on August 31, 2008.

### SECTION III. COMPENSATION AND PROCEDURES FOR DISBURSEMENT

- A. **COMPENSATION** – Newtown agrees to pay to HCDC a total amount not exceeding Six Thousand Dollars (\$6,000.00) 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 \$500.00.
- 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 whereof. 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.

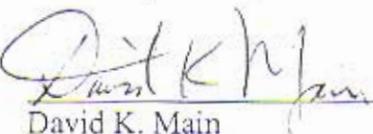
#### SECTION VII. SEVERABILITY

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.

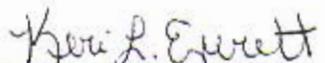
IN WITNESS WHEREOF, Newtown and HCDC have executed this Agreement as of the date first above written.

Hamilton County Development Company:

Village of Newtown, Ohio

BY:   
David K. Main  
President

BY:   
John R. Hammon, Mayor

BY:   
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:

- Assistance with newly formed Newtown Neighborhood Business District Association; and
- Meet with existing businesses and potential new businesses interested in economic development tools and programs.

**B. Community Reinvestment Area (CRA) Assistance**

HCDC will assist Newtown with the administration of its Community Reinvestment Areas (CRAs), including:

- Advising elected officials on the details of the program;
- Coordination of school district notifications and meetings;
- 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; and
- 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.