

**RESOLUTION 22 - 66, 2022**  
**COLUMBIA TOWNSHIP, HAMILTON COUNTY, OHIO**

**AUTHORIZING RENEWAL OF AN AGREEMENT FOR PROFESSIONAL SERVICES  
FOR GENERAL ECONOMIC DEVELOPMENT ASSISTANCE FOR THE TERM OF  
FEBRUARY 1, 2023, THROUGH JANUARY 31, 2024; AUTHORIZING  
ADMINISTRATOR TO ENTER INTO AGREEMENT WITH ALLOY DEVELOPMENT  
COMPANY (FORMERLY HAMILTON CO. DEVELOPMENT COMPANY);  
AND DISPENSING WITH THE SECOND READING**

**WHEREAS**, the Board of Trustees desires to continue professional services for general economic development assistance; and

**WHEREAS**, Alloy Development Company (formerly Hamilton County Development Company HCDC) of Hamilton County, Ohio ("Alloy") consults, communicates and advocates with regard to general economic development activities for communities; employs economic development marketing tools and programs for existing and prospective business developments; provides research and related services in support of applications for local, state and federal funds for economic development projects; arranges meetings with realtors, developers, site selection professionals; assists in creating and implementing strategies to seek funding for projects; and provides assessment of potential funding sources and provides assistance in pursuing those funds; and

**WHEREAS**, Alloy provides the desired services; and

**WHEREAS**, the Township relies on Alloy for these general economic development services to provide assistance to Township businesses and neighborhood business districts, which are necessary to preserve tax revenues that are essential for public services and the public welfare of Township residents and businesses; and

**WHEREAS**, the Board of Trustees, upon majority vote, hereby dispenses with the requirement that this Resolution be read on two separate days, and hereby authorizes the adoption of this Resolution upon its first reading.

**NOW, THEREFORE, BE IT RESOLVED**, the Board of Trustees of Columbia Township, Hamilton County, Ohio, for the benefit and welfare of Columbia Township and its citizens hereby authorizes the Township Administrator to sign, on behalf of the Township, a renewal agreement between Alloy Development Company and Columbia Township for Economic Development Services in the amount of \$28,230, or \$2,362.50 monthly, for the period of February 1, 2023 through January 31, 2024, for the aforementioned services.

Passed this 13th day of December, 2022

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**COLUMBIA TOWNSHIP, HAMILTON COUNTY, OHIO**

Motion to accept Resolution made by: MR. KUBICKI

Seconded by: MR. LAMAR

**VOTE:**

TRUSTEE	Voting	Signature	Date
David Kubicki, President	<u>yes</u>	<u>[Signature]</u>	12/13/2022
Brian Lamar, Vice-President	<u>yes</u>	<u>[Signature]</u>	12/13/2022
Susan Hughes, Trustee	<u>yes</u>	<u>[Signature]</u>	12/13/2022
<b>ATTEST:</b>		<u>[Signature]</u>	12/13/2022
		Caroline Heekin, Fiscal Officer	

**Refer to attachment – Alloy contract.**

Passed this 13th day of December, 2022

## **AGREEMENT**

**THIS AGREEMENT** is made and entered into on this 13th day of December, 2022, by and between Columbia Township, Ohio, hereinafter referred to as “Columbia TWP” and Alloy Development Co., Inc., hereinafter referred to as “ALLOY”.

### **WITNESSETH:**

**WHEREAS**, Columbia TWP desires to engage the services of ALLOY 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**, ALLOY was established in 1983 as a private, not-for-profit corporation organized to promote economic development; and

**WHEREAS**, ALLOY desires to provide said services to Columbia TWP;

**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**

ALLOY shall perform 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 ALLOY are to begin on February 1, 2023, and shall be completed by January 31, 2024.

### **SECTION III. COMPENSATION AND PROCEDURES FOR DISBURSEMENT**

- A. COMPENSATION** – Columbia Township agrees to pay to ALLOY a total amount not exceeding Twenty-Eight Thousand Three Hundred Fifty Dollars (\$28,350.00) as full and complete compensation for ALLOY’s service provided during the term of this Agreement.
- B. INVOICES** – ALLOY shall invoice Columbia Township twice over the term of this Agreement, once upon execution of the contract and again on August 1, 2023, in two equal payments of Fourteen Thousand One Hundred Seventy-Five Dollars (\$14,175).
- C. WITHHOLDING PAYMENTS** – In the event ALLOY fails to fulfill the terms and conditions of this Agreement, Columbia TWP agrees to notify ALLOY of the failure and ALLOY shall have ten (10) days to resolve the failure. If ALLOY fails to remedy the

failure within ten (10) days, Columbia TWP may withhold the payment due for the prior month's services as an alternative to termination or cancellation of the Agreement. Upon ALLOY remedying the failure, Columbia TWP shall pay ALLOY the amount of payment withheld within five (5) business days from receipt of ALLOY's request for payment of the withheld amount.

#### **SECTION IV. ASSIGNABILITY**

ALLOY shall not assign any interest in this Agreement and shall not transfer any interest in the same, without prior written consent of Columbia TWP.

#### **SECTION V. REPORTS AND INFORMATION**

ALLOY, at such times and in such forms as Columbia TWP may require, shall furnish reports and information as may be requested by the Administrator pertaining to the work or services undertaken pursuant to this Agreement on a quarterly basis.

#### **SECTION VI. TERMINATION**

Either party may terminate this Agreement with or without cause, by giving the other party at least thirty (30) days prior written notice. In such event, Columbia TWP shall pay ALLOY such proportions of the compensation amount set forth in Section III herein, as properly earned as of the date of termination. Columbia TWP and ALLOY 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.

#### **SECTION VIII. ENTIRE AGREEMENT**

This agreement represents the final and entire understanding between Columbia TWP and ALLOY regarding the subject matter contained herein. Any prior agreements and understanding between the parties related to or regarding the subject matter of this Agreement, whether written or oral, are superseded by this Agreement.

#### **SECTION IX. SUCCESSORS AND ASSIGNS**

The terms of this Agreement shall inure to the benefit of and be binding upon Columbia TWP and ALLOY and their respective successors and/or assigns.

**SECTION X. APPLICABLE LAW**

The terms of this Agreement shall be interpreted and enforced in accordance with the laws of the State of Ohio. Any dispute arising out of this Agreement shall be instituted in the federal courts of the United States or the courts of the State of Ohio, in each case, located in Hamilton County, Ohio.

**IN WITNESS WHEREOF**, Columbia TWP and ALLOY have executed this Agreement as of the date first above written.

Alloy Development Co., Inc.:

Columbia Township, Ohio

BY: Patrick N. Longo  
Patrick Longo  
President & CEO

BY: Melissa Taylor  
Melissa Taylor  
Township Administrator

## EXHIBIT A

### Columbia Township Scope of Services 2023-2024

- I. **ALLOY will pursue the following Strategic Goals and analysis to focus the General Economic Development Services provided in this service contract**
  - A. Identify key development sites and utilize economic development and marketing tools to promote and attract new businesses in each of the business corridors.
  - B. Promote development opportunities and specific types of business users that may have potential for recruitment to the Township's three commercial districts. Primary focus shall be on sites that complement and reinforce current developments with a focus on medical, office, technology and other allied businesses.
  - C. Assist in development of township policy and strategy for investment in commercial corridor properties to facilitate development and control of development.
  - D. Formulate a strategic approach to promoting focused entrepreneurial redevelopment within the Township's commercial corridor on Plainville Road utilizing resources and services of ALLOY.
- II. **General Economic Development Assistance**
  - A. ALLOY will provide general economic development assistance to Columbia Township, including:
    - a. Coordination of general, as well as, site specific economic development activities as designated by Columbia Township;
    - b. Employing economic development marketing tools and programs to both existing and prospective business developments;
    - c. Providing Columbia Township with research and related services in support of applications for local, state and federal funds for economic development projects;
    - d. Promoting Columbia Township's economic development opportunities through direct meetings with Cincinnati area Realtors, developers, and site selection professionals; and
    - e. Development of a retention/visitation program with an annual goal of ten (10) visits to local businesses.

### **III. Tax Incentive Programs**

- A. ALLOY will continue to promote, advocate for, and administer tax incentive programs used in the course of pursuing and securing economic development projects for the Township's commercial development areas. ALLOY will also review the current tools being used by the Township and recommend and implement any new programs, if needed.
- B. ALLOY will continue to identify and present potential candidates for CRA and other Township-sponsored incentives and continue to work with and monitor CRA projects in process

### **IV. Development Site Inventory**

- A. ALLOY will develop and maintain for the length of the Agreement an inventory of available commercial and industrial development sites in Columbia Township for new development opportunities and for inclusion with marketing communications.
  - a. The inventory will include ownership, acreage, building information, and contact information.
  - b. ALLOY will provide the Township with a digital copy of the inventory. Upon request ALLOY will provide up to five color copies of the inventory to Columbia Township. The inventory will be updated every six months. Additional color copies can be provided for a small fee.