

## **MASTER ECONOMIC DEVELOPMENT AGREEMENT**

This Agreement is entered into by and between the City of Pickerington, Fairfield County ("Pickerington"), and Violet Township, Fairfield County ("Violet Township") (singularly referred to as "Party" and collectively as "Parties") pursuant to Ohio Revised Code, Section 709.192.

WHEREAS, the Parties desire to enter into an agreement that will shape the future relationship of the Parties with regard to annexation and commercial development;

WHEREAS, the Parties to this Agreement have determined that it is in the best interest of Violet Township and Pickerington, as well as the community as a whole;

WHEREAS, Pickerington City Council has at its meeting on \_\_\_\_\_, 2006, passed ordinance \_\_\_\_\_ agreeing to and approving the terms of this Agreement, which Agreement is binding upon Pickerington and its officials; and

WHEREAS, Violet Township Board of Trustees has at its meeting on \_\_\_\_\_, 2006, passed resolution \_\_\_\_\_ agreeing to and approving the terms of this Agreement, which Agreement is binding upon Violet Township and its officials.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the Parties hereby covenant and agree as follows:

1. **Joint Economic Development District.** The Parties agree to work jointly with regard to any commercial development (defined herein as any commercial zoning or development application filed after the date of execution of this Agreement) occurring within the incorporated and unincorporated boundaries of the Township, excluding the following: (1) any territory within or contiguous to the boundaries of Pickerington; (2) any territory inside the boundaries of the Canal Winchester Local School District; and (3) any territory north of Interstate 70 and within the existing CEDA with the Village of Canal Winchester ("JEDD Territory"), as follows:
  - 1.1 **Commercial Development:** For any commercial development occurring within the JEDD Territory, the Parties shall implement a Joint Economic Development District (JEDD) agreement.
  - 1.2 **General Terms of JEDD:** For any JEDD agreement that is executed, the Parties agree to share equally, along with any other agreed upon political subdivision partner (unless otherwise negotiated), all income and property tax proceeds generated within the JEDD Territory remaining after any expenses, which include, but are not limited to, initial administrative and legal expenses of agreement creation, as well as annual administrative, marketing, maintenance, and infrastructure improvements. Likewise, the Parties agree to bear any losses incurred in the JEDD Territory equally.

- 1.4 Concurrence of Property Owners: The above-referenced future agreements are contingent upon concurrence of a majority of the property owners and/or business owners of the affected properties.
  - 1.5 Unified Approach: The Parties agree that they will work in a unified direction and in no way work to influence a property owner or business owner against these future agreements.
  - 1.6 Pickerington Option to Participate. Pickerington shall not be bound by the commitments set forth in this Section 1 if it deems it is not in the best interests of Pickerington to do so. In the event that Pickerington decides not to participate in working with Violet Township on any given JEDD, all remaining paragraphs of this Agreement remain in place. Pickerington will notify the Township in writing within one hundred twenty (120) days of receiving notice of the commercial development from Violet Township of its decision as to whether to participate with the Township on the commercial development. The Parties shall then negotiate an acceptable JEDD.
2. Annexation: The Parties agree to work jointly with regard to any commercial development occurring contiguous to the boundaries of Pickerington as follows:
    - 2.1 Commercial Development: For any commercial development occurring contiguous to Pickerington, the Parties shall implement an annexation agreement.
    - 2.2 General Terms of Annexation Agreement: For any annexation agreement that is executed, the Parties agree to share equally, through the use of service payments, along with any other agreed upon political subdivision partner (unless otherwise negotiated), all income and property tax proceeds generated within the annexation territory remaining after any expenses, which include, but are not limited to, initial administrative and legal expenses of agreement creation, as well as annual administrative, marketing, maintenance, and infrastructure improvements. Likewise, the Parties agree to bear any losses incurred in the annexation territory equally.
    - 2.3 Tax Abatements and Incentives. Pickerington will not enter into any type of property tax abatement or income tax incentive in the annexation territory unless Violet Township consents to such abatement or incentive, which consent shall not be unreasonably withheld.
    - 2.4 Noncommercial Annexations: If Pickerington and Violet Township agree that any given noncommercial annexation is in the best interest of the Parties and the community as a whole, such noncommercial property may be annexed to Pickerington.

- 2.5 Concurrence of Property Owners: The above-referenced future agreements are contingent upon concurrence of a majority of the property owners of the affected properties.
- 2.6 Unified Approach: The Parties agree that they will work in a unified direction and in no way work to influence a property owner or potential developers of the property against these future agreements.
- 2.7 Pickerington-Owned Property: The prohibitions in this Section 2 shall not apply to any property owned by Pickerington, currently or in the future, and Pickerington may annex such property without limitation.
- 2.8 Pending Annexations: The prohibitions in this Section 2 also shall not apply to any annexation petitions filed as of the date of execution of this Agreement.
3. Territory Outside JEDD and Annexation: For any commercial development occurring outside the JEDD and Annexation Territory representatives of the Parties shall meet to determine if some form of a cooperative economic development agreement can apply.
4. Boundaries: All boundaries defined in this Agreement shall be reviewed and can be adjusted with the mutual consent of the Parties within twenty-four (24) months of the signing of this Agreement.
5. Conforming Boundaries: During the term of this Agreement, Pickerington agrees that it will not conform its boundaries so as to remove incorporated territory from the Township, pursuant to R.C. 503.07.
6. Term: This Agreement shall remain in effect for a period of ten (10) years and shall be automatically extended for two (2) successive ten (10) year periods unless either Party terminates this Agreement within 90 days prior to the expiration of the current term.
7. Notices: All notices and other communications hereunder must be in writing and will be deemed to have been duly given if delivered by hand, or on the next business day if delivered by a recognized overnight courier, or on the third business day if mailed (by certified mail, return receipt requested, first class postage prepaid), to the Parties with written confirmation of receipt at the following addresses:

If to Pickerington:  
City Manager  
City of Pickerington  
100 Lockville Road  
Pickerington, Ohio 43147

If to Violet Township:  
Director of Operations  
Violet Township Offices

12970 Rustic Drive  
Pickerington, OH 43147

8. Enforcement: No delay or failure on the part of any Party hereto in exercising any right, power, or privilege under this Agreement or under any other instruments given in connection with or pursuant to this Agreement shall impair any such right, power, or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power, or privilege shall preclude the further exercise of such right, power, or privilege, or the exercise of any other right, power or privilege.
9. Counterparts: This Agreement may be executed in several counterparts, which taken together shall constitute the Parties' Agreement.
10. Applicable Law: This Agreement will be governed by and construed in accordance with the laws of the State of Ohio without regard to its conflict of law principles.
11. Entire Agreement: This Agreement constitutes the entire understanding of the Parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the Parties to the extent such prior agreements contradict this Agreement. This Agreement may be amended or modified only by a writing executed by the duly authorized officers of the Parties hereto.
12. Assignment: This Agreement may not be assigned or transferred in whole or in part by either Party without the written consent of the other. Any purported assignment without the express written consent of the other is void.

The undersigned have read this Agreement, understand all of its terms and its significance, have authority to execute it, and execute it voluntarily. This Agreement is being executed in duplicate originals.

Pickerington City Manager

Violet Township Board of Trustees

By \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

