

Resolution 5-2025

Board of Township Trustees Brown Township Franklin County, Ohio May 19, 2025

The Board of Township Trustees of Brown Township, Franklin County, Ohio, met in regular session on this 19th day of May 2025, at the Brown Township Administrative Building, 2491 Walker Road, Hilliard, Ohio 43026, with the following members present:

Joseph Martin, Chair
Pamela Sayre, Vice-Chair
Pete Marsh, Trustee

Becky Kent, Fiscal Officer

Trustee Sayre moved the adoption of the following Resolution:

WHEREAS, the City of Hilliard and Brown Township want to encourage the development of the real property comprising ±15.386 acres known as the tax year 2023 Franklin County Auditor Parcels No. 053-000614, 053-001032, and 053-001033; and

WHEREAS, pursuant to the September 23, 2020 Development Agreement entered into between the City of Hilliard and Dublin Cosgray, LLC, as assigned by Dublin Cosgray, LLC to Alton Place, LLC, the City and the Developer intended to make the Alton Place TIF a non-township fire and emergency medical services TIF; and

WHEREAS, to make the Township whole for the amount of real property tax revenues that the Township will forgo as a result of the TIF Exemption authorized by the TIF Ordinance which would have been used by the Township to pay for fire and emergency medical services provided to the Township by the Norwich Township Fire Department, the City wants to work with the Township and create a compensation Agreement to specify the manner and procedure to be used to compensate the Township for those certain foregone tax revenues resulting from the TIF Ordinance granting the TIF Exemption pursuant to R.C. 5709.40(B); and

WHEREAS, the Board of Trustees now wants to authorize this compensation agreement.

BE IT RESOLVED by the *Board of Trustees* of Brown Township, Franklin County Ohio:

SECTION 1: The Board of Trustee of Brown Township hereby authorizes and approves the Compensation Agreement, attached hereto as Exhibit A and incorporated herein by reference, with the City of Hilliard.

SECTION 2: It is found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements including, without limitation, R.C. 121.22.

SECTION 3: This Resolution shall take effect at the earliest time allowed by law.

Adopted: May 19, 2025

BOARD OF TRUSTEES
BROWN TOWNSHIP,
FRANKLIN COUNTY

ATTEST:


Fiscal Officer


Joseph Martin, Chair


Pamela Sayre, Vice Chair


Pete Marsh, Trustee

COMPENSATION AGREEMENT

This ALTON PLACE TIF COMPENSATION AGREEMENT (this “Compensation Agreement”) is made and entered into as of the [] day of [], 2025 (the “Effective Date”) by and between the CITY OF HILLIARD, OHIO, an Ohio political subdivision with its offices at 3800 Municipal Way, Hilliard, Ohio 43026 (the “City”), and the BOARD OF TRUSTEES (the “Trustees”) of BROWN TOWNSHIP, FRANKLIN COUNTY, OHIO (the “Township”), an Ohio political subdivision with its principal offices at 2491 Walker Road, Hilliard, Ohio 43026.

WITNESSETH:

WHEREAS, the City and the Township desire to encourage the development of the real property, described and depicted in **Exhibit A** attached to this Compensation Agreement, consisting of the real property comprising tax year 2023 Franklin County Tax Parcels No. 053-000614, 053-001032, and 053-001033 (the “TIF Property”), as may be owned now and in the future by one or more owners (the “Owners”), to further the economic development goals of the City; and

WHEREAS, the City, pursuant to Ohio Revised Code Sections 5709.40, 5709.42 and 5709.43 (collectively, the “TIF Statutes”) and Ordinance No. [] adopted on [], 2025 (the “TIF Ordinance”), created a tax increment financing (“TIF”) area (the “Alton Place TIF”) comprised of the TIF Property and declared improvements to the TIF Property to be a public purpose (the “Improvements”) thereby exempting one hundred percent of those Improvements from real property taxation for a period of thirty (30) years (the “TIF Exemption”), provided for the provision of annual service payments in lieu of taxes to be made by the Owners with respect to the TIF Property (the “Service Payments”), and established a municipal public improvement tax increment equivalent fund for the Service Payments received from the TIF Property (the “TIF Fund”) to pay a portion of the cost of related public infrastructure improvements; and

WHEREAS, pursuant to the Development Agreement entered into between the City and Dublin Cosgray, LLC dated as of September 23, 2020, as assigned by Dublin Cosgray, LLC to Alton Place, LLC (the “Developer”) pursuant to the Assignment and Assumption of Alton Place Development Agreement between Dublin-Cosgray LLC and the Developer, dated September 30, 2020 (collectively, the “Development Agreement”), the City and the Developer intended to make the Alton Place TIF a non-township fire and emergency medical services TIF in order to make the Township whole for the amount of real property tax revenues that the Township will forgo as a result of the TIF Exemption authorized by the TIF Ordinance which would have been used by the Township to pay for fire and emergency medical services provided to the Township by the Norwich Township Fire Department (the “Fire Department”); and

WHEREAS, pursuant to the Development Agreement, the City intends to work with the Township to enter into this Compensation Agreement to specify the manner and procedure to be used to compensate the Township for those certain foregone tax revenues resulting from the TIF Ordinance granting the TIF Exemption pursuant to Ohio Revised Code Section 5709.40(B) (the “Compensation Payments”); and

WHEREAS, the City by the TIF Ordinance and the Township by Resolution No. 5-2025, passed on May 19, 2025, have been duly authorized to enter into and execute this Compensation Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements hereinafter set forth, the City and the Trustees on behalf of the Township (collectively, the “Parties”) agree as follows:

Section 1. Compensation Payments; Timing of Compensation Payments; and Dispute of Compensation Payment Amount. For each year in which the Owners receive a TIF Exemption pursuant to the TIF Ordinance and make corresponding Service Payments, Compensation Payments shall be made by the City to the Township on a semi-annual basis, following invoice by the Township setting forth the amount owed, which shall be equal to the amount of real property tax revenues that the Township would have received but for the TIF Exemption authorized by the TIF Ordinance and which would have been used by the Township to pay the costs of the fire and emergency medical services that are provided to the Township by the Fire Department.

If the City objects to the amount of a Compensation Payment, the City and the Township shall promptly meet to determine whether the amount of such Compensation Payment was properly calculated and payable under this Compensation Agreement. The City shall have no obligation to pay any contested Compensation Payment until the Parties have resolved the objection.

Section 2. Additional Covenants of the Compensation Agreement. The intent of this Compensation Agreement is to outline the Parties’ plans for fulfilling the terms of the Development Agreement to provide compensation for the real property taxes that would have been owed to the Township were it not for the TIF Exemption granted by the TIF Ordinance and from which the Township pays the Fire Department for its provision of fire and emergency medical services. The Township acknowledges and covenants that the Compensation Payments paid from the City to the Township for the benefit of the Fire Department **shall be used solely** for: (i) payment of the costs of public infrastructure improvements related to fire and emergency medical service facilities, including the acquisition and construction of fire stations, real property, and land and buildings necessary in connection with the same; (ii) payment of debt service on any bonds, notes or other obligations of the Township in connection with the those improvements mentioned in clause (i); (iii) payment of the costs of other types of public infrastructure improvements including those listed in Ohio Revised Code Sections 5709.40(A)(8) and 133.15(B), and (iv) any other related public infrastructure improvements that may be necessary for the Fire Department to provide fire and emergency medical services to the TIF Property on behalf of the Township. The Township covenants that it shall establish, pursuant to and in accordance with R.C. 5709.75 a special Fund into which it shall deposit all of the Compensation Payments distributed by the City to the Township with respect to this Compensation Agreement. The Township specifically covenants that the Compensation Payments shall not be used to pay for the costs of fire equipment nor for any other costs not authorized under R.C. 5709.40 or 133.15(B).

Section 3. Obligations Limited. Notwithstanding any other provision of this Compensation Agreement, the City has no obligation to make any Compensation Payments pursuant to this Compensation Agreement except from the Service Payments actually received by the City for deposit in the TIF Fund; accordingly, the City's payment obligations hereunder do not constitute an indebtedness of the City within the provisions and limitations of the laws and the Constitution of the State of Ohio, and the Township and Fire Department do not have the right to have taxes or excises levied by the City for the payment of the Compensation Payments. Nothing herein will be deemed to prohibit the City from using, of its own volition, any other lawfully available resources for compensation hereunder.

Section 4. Miscellaneous.

- (a) Assignment. This Compensation Agreement may not be assigned without the prior written consent of all non-assigning Parties.
- (b) Binding Effect. The provisions of this Compensation Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
- (c) Captions. The captions and headings in this Compensation Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Compensation Agreement.
- (d) Day for Performance. Wherever herein there is a day or time period established for performance and such day or the expiration of such time period is a Saturday, Sunday or legal holiday, then such time for performance shall be automatically extended to the next business day.
- (e) Entire Agreement. This Compensation Agreement sets forth the entire agreement and understanding between the parties as to the subject matter of this Compensation Agreement and merges and supersedes all prior discussions, agreements, and undertakings of every kind and nature between the parties with respect to the subject matter of this Compensation Agreement. The parties agree to take such actions as may be necessary to effect the TIF Exemption, the distribution of the Service Payments, the provisions of this Compensation Agreement, and the payment of the Compensation Payments as contemplated in this Compensation Agreement.
- (f) Amendments. This Compensation Agreement may not be amended, waived or discharged except in an instrument in writing executed by authorized agents of the City and the Trustees; *provided, that*, in the event that the additional acreage is zoned for commercial or mixed uses (not including Dwelling Units, as defined by Section 12.10 of the Charter of the City of Hilliard) as permitted by the Development Agreement and will become subject to one or more tax increment financing exemptions authorized by legislative action of the City, or the terms of the Development Agreement are otherwise revised in a manner that affects the compensation that is expected to be received by the Township as a result of this Compensation Agreement, the City and Trustees agree to work together in good faith to execute an amendment to this Compensation Agreement that

memorializes any such revisions and recognizes the appropriate amount of compensation due to the Township as a result of such additional acreage or such revisions.

(g) Events of Default and Remedies. Except as otherwise provided in this Compensation Agreement, in the event of any default in or breach of this Compensation Agreement, or any of its terms or conditions, by any party hereto, such defaulting party shall, upon written notice from any non-defaulting party, proceed immediately to cure or remedy such default or breach, and, in any event, within thirty (30) days after receipt of such notice. In the event such default or breach is of such nature that it cannot be cured or remedied within said thirty (30) day period, then in such event the defaulting party shall upon written notice from any non-defaulting party commence its actions to cure or remedy said breach within said thirty (30) day period, and proceed diligently thereafter to cure or remedy said breach. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved non-defaulting party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the defaulting party. Failure to give, or delay in giving, written notice of default shall not constitute a waiver of any obligation, requirement or covenant required to be performed hereunder.

(h) Executed Counterparts. This Compensation Agreement may be executed in any number of counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute but one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format ("PDF") shall be deemed to be originals for purposes of execution and proof of this Compensation Agreement.

(i) Extent of Covenants; No Personal Liability. All covenants, obligations and agreements of the Parties contained in this Compensation Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of the City or the Trustees other than in his or her official capacity, and neither the members of the legislative body of the City nor the Trustees nor any official executing this Compensation Agreement shall be liable personally under this Compensation Agreement or be subject to any personal liability or accountability by reason of the execution thereof or by reason of the covenants, obligations or agreements of the City and the Trustees contained in this Compensation Agreement.

(j) Governing Law. This Compensation Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without regard to its principles of conflicts of laws. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Trustees, its employees and agents, arising out of or relating to this Compensation Agreement or its breach will be decided in a court of competent jurisdiction within Franklin County, Ohio.

(k) Legal Authority. The Parties respectively represent and covenant that each is legally empowered to execute, deliver and perform this Compensation Agreement and to enter into and carry out the transactions contemplated by this Compensation Agreement. The Parties further respectively represent and covenant that this Compensation Agreement has, by proper action, been duly authorized, executed and delivered by the Parties and all steps necessary to be taken by the Parties have been taken to constitute this Compensation Agreement, and the covenants and agreements of the Parties contemplated herein, as a valid and binding obligation of the Parties, enforceable in accordance with its terms.

(l) Limit on Liability. Notwithstanding any clause or provision of this Compensation Agreement to the contrary, in no event shall the City or the Trustees be liable to each other for punitive, special, consequential, or indirect damages of any type and regardless of whether such damages are claimed under contract, tort (including negligence and strict liability) or any other theory of law.

(m) Notices. Except as otherwise specifically set forth in this Compensation Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received, including via electronic communications, or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth in this Compensation Agreement or any addendum to or counterpart of this Compensation Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. For purposes of this Compensation Agreement, notices shall be addressed to:

If to the City:	City of Hilliard 3800 Municipal Way Hilliard, Ohio 43026 Attention: Economic Development Director Email: EcoDevelopment1@hilliardohio.gov
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If to the Township:	Brown Township 2491 Walker Road Hilliard, Ohio 43026 Attention: Fiscal Officer Email: becky_kent@browntwp.org
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The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices; certificates, requests or other communications shall be sent.

(n) No Waiver. No right or remedy herein conferred upon or reserved to any party is intended to be exclusive of any other right or remedy, and each and every right or remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now

or hereafter legally existing upon the occurrence of any event of default hereunder. The failure of any party to insist at any time upon the strict observance or performance of any of the provisions of this Compensation Agreement or to exercise any right or remedy as provided in this Compensation Agreement shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof. Every right and remedy given by this Compensation Agreement to the Parties hereto may be exercised from time to time and as often as may be deemed expedient by the Parties hereto, as the case may be.

(o) Recitals. The Parties acknowledge and agree that the facts and circumstances as described in the Recitals hereto are an integral part of this Compensation Agreement and as such are incorporated herein by reference.

(p) Severability. If any provision of this Compensation Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

(q) Effective Date; Duration of Agreement. This Compensation Agreement shall become effective as of the Effective Date. This Compensation Agreement shall expire upon the earlier to occur of: (i) the expiration of the TIF Exemption, or (ii) the payment in full of the costs of the Public Infrastructure Improvements.

[REMAINDER OF PAGE INTENTIONALLY LEFT]

WHEREFORE, the parties to this Compensation Agreement, each by a duly authorized representative, have entered into this Compensation Agreement on the date first set forth above.

CITY OF HILLIARD, OHIO

**BROWN TOWNSHIP,
FRANKLIN COUNTY, OHIO**

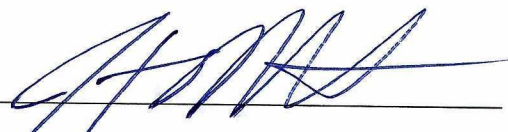
By: _____
Michelle Crandall, City Manager

By:  _____
Pete Marsh, Trustee

Approved as to form:

Thaddeus Boggs, Law Director

By:  _____
Pam Sayre, Trustee

By:  _____
Joe Martin, Trustee

CITY FISCAL OFFICER'S CERTIFICATE

The undersigned Fiscal Officer of the City of Hilliard, Ohio, hereby certifies that the money required to meet the obligations of the City under the attached Compensation Agreement during the year 2025 has been lawfully appropriated by the City Council of the City for those purposes and is in the treasury of the City or in the process of collection to the credit of the appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Dated: _____, 2025

Fiscal Officer,
Hilliard, Ohio

EXHIBIT A

DESCRIPTION OF THE TIF PROPERTY

The TIF Property consists of the real property comprising approximately 15.386 acres known as the tax year 2023 Franklin County Auditor Parcels No. 053-000614, 053-001032, and 053-001033. No property outside of the geographic area within the parcels identified above as of the date of this Compensation Agreement shall be added to the TIF Property except by legislative action of the City. This provision shall not prohibit the geographic area of the parcels identified from being combined, divided, or renumbered under applicable law.