



**CITY OF BROADVIEW HEIGHTS  
ORDINANCE NO. 19-2025**

INTRODUCED BY MAYOR

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AMENDED AND RESTATED AGREEMENT DESIGNATING THE COMMUNITY IMPROVEMENT CORPORATION OF BROADVIEW HEIGHTS, OHIO, AS AGENT FOR THE CITY FOR INDUSTRIAL, COMMERCIAL, DISTRIBUTION, AND RESEARCH DEVELOPMENT AND DECLARING AN EMERGENCY**

WHEREAS, in the public interest and for the public purposes authorized by Section 13 of Article VIII of the Constitution of the State of Ohio, and pursuant to the provisions of Section 1724.10 of the Revised Code of the State of Ohio, and in conformity with its policy to promote the health, safety, morals, and general welfare of its inhabitants, and adjacent areas, the City of Broadview Heights (hereinafter, the "City") designated the Community Improvement Corporation of Broadview Heights, Ohio (hereinafter, the "CIC"), a community improvement corporation organized and existing as a corporation not for profit under the laws of the State of Ohio, as its agency and instrumentality for industrial, commercial, distribution, and research development in the City and adjacent areas; and

WHEREAS, pursuant to Ordinance No. 48-81 adopted by this Council on October 5, 1981, the City entered into an agreement with the CIC providing for the aforesaid designation to accomplish such development; and

WHEREAS, the City and the CIC wish to enter into an Amended and Restated Agreement Designating the Community Improvement Corporation of Broadview Heights, Ohio, as Agent for the City of Broadview Heights (the "Amended and Restated Agreement"), as set forth in "Exhibit A" hereto in order to provide further authority to the CIC pursuant to Section 1724.10 of the Revised Code;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROADVIEW HEIGHTS, CUYAHOGA COUNTY AND STATE OF OHIO:

**SECTION 1.** For the purpose of creating jobs and employment opportunities and improving the economic welfare of the people as provided in Section 13, Article VIII of the Constitution of the State of Ohio, this Council, pursuant to the provisions of Revised Code Section 1724.10, hereby finds and determines that it is the policy of the City to promote the health, safety, morals, and general welfare of its inhabitants and adjacent areas through the designation of a community improvement corporation as the agency and instrumentality of the City for the City's industrial, commercial, distribution, and research development, and that the CIC, such a community improvement corporation and a corporation not for profit, is designated as the City's agency and instrumentality for its industrial, commercial, distribution, and research development, pursuant to the agreement entered into between the City and the CIC.

SECTION 2. The Amended and Restated Agreement, between the City and the CIC, attached hereto as "Exhibit A" is approved in substantial form, and the Mayor and Director of Finance are hereby authorized and directed to enter into the Agreement, as approved by the Director of Law.

SECTION 3. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council, and of any of its committees that resulted in such formal actions, were held in meetings open to the public in compliance with all legal requirements.

SECTION 4. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of the City, and for the further reason that this Ordinance is required to be immediately effective in order to facilitate the conveyance by the City to the CIC certain lands and interests in lands owned by the City and determined by the Council not to be required by the City for its purposes, and that such conveyance of such land or interests in land will promote the welfare of the people of the City, stabilize the economy, provide employment, and assist in the development of industrial, commercial, distribution, and research activities to the benefit of the people of the City and provide additional opportunities for their gainful employment, for which reasons and other reasons manifest to this Council; wherefore, this Ordinance, provided it receives the affirmative vote of five (5) members of this Council and the signature of the Mayor, shall become effective immediately; otherwise it shall be in full force from and after the earliest time permitted by law.

Passed and Adopted by the Council on this 1<sup>st</sup> day of December, 2025

  
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Robert Boldt, President of Council

  
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Samuel J. Alai, Mayor

December 1, 2025  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Attest: Robin Parsons, Clerk of Council

December 1, 2025  
\_\_\_\_\_  
Date

**AMENDED AND RESTATED AGREEMENT  
DESIGNATING THE COMMUNITY IMPROVEMENT CORPORATION OF BROADVIEW HEIGHTS,  
OHIO, AS AGENT FOR THE CITY OF BROADVIEW HEIGHTS**

Dated: November 17, 2025

**WHEREAS**, in the public interest and for the public purposes authorized by Section 13 of Article VIII of the Constitution of the State of Ohio, and pursuant to the provisions of Section 1724.10 of the Revised Code of the State of Ohio, and in conformity with its policy to promote the health, safety, morals, and general welfare of its inhabitants, and adjacent areas, the City of Broadview Heights, a municipal corporation organized and existing under the Constitution and laws of the State of Ohio (hereinafter called "City"), has designated the Community Improvement Corporation of Broadview Heights, Ohio (hereinafter referred to as "CIC"), a community improvement corporation organized and existing as a corporation not for profit under the laws of the State of Ohio as its agency and instrumentality for industrial, commercial, distribution, and research development in the City, and adjacent areas; and

**WHEREAS**, the CIC desires to accept such designation and to constitute and act as such agency and instrumentality of the City for industrial commercial distribution and research development consistent with a determination of the of the City that its policy is to promote health, safety, morals and general welfare of its inhabitants through such designation of agency and, to that end, (i) has prepared, or will prepare at the request of the City, a plan of industrial, commercial, distribution, and research development for the City which provides the extent to which the CIC shall participate as the agency and instrumentality of the City in carrying out such Plan and such Plan has been confirmed by the Council of the City, and (ii) the City may convey to the CIC land and interest in land owned by the City and determined by the City not to be required for the City's purposes for use or disposition by the CIC, consistent with the terms set forth herein;

**NOW, THEREFORE**, the City and the CIC mutually agree as follows:

1. CIC will constitute and act as the agency and instrumentality of the City for industrial, commercial, distribution, and research development in the City and, as such agency and instrumentality, will participate in carrying out a plan of industrial, commercial, distribution, and research development for the City of Broadview Heights, Ohio and adjacent areas (hereinafter called the "Plan"), to the extent and in the manner hereinafter provided.
2. This Agreement shall constitute the Plan. From time-to-time CIC may prepare amendments or supplements to the Plan for submission to the Council of the City for confirmation. Said amendments and supplements shall be effective only when and to the extent that they shall be confirmed by the Council.
3. It is the purpose of the City in having designated CIC as its agency and instrumentality for industrial, commercial, distribution, and research development, and the purpose of CIC in accepting and agreeing to act under such designation, to create and preserve jobs and employment opportunities and to improve the economic welfare of the people of the City and of the State of Ohio by exercising through CIC, as the agency and instrumentality of the City, the

existing and inherent power of the City and that granted to it by law, to encourage and cause the maintenance, location, relocation, expansion, modernization, and equipping of sites, buildings, structures, and appurtenant facilities for industrial, commercial, distribution, and research activities within the City and adjacent areas and thereby to maintain and create additional opportunities for employment within the City and maintain and increase the tax valuation of property within the City in order that tax revenues may be available to provide services for the preservation of the public peace, property, health, safety, morals, and general welfare. In order to accomplish such purposes, the Plan is hereby established and CIC does hereby agree to participate in the Plan and carry out its provisions as the agency and instrumentality of the City for industrial, commercial, distribution, and research development.

4. The maintenance, location, relocation, expansion, or modernization of any industrial, commercial, distribution, or research activity or facility within the City and adjacent areas which will further the aforesaid purpose of the City to create and preserve jobs and employment opportunities and to improve the economic welfare of the people is hereby identified and hereinafter referred to as the "Development Project".

5. CIC, as requested by the Council of the City, shall cause to be prepared and maintained a current inventory and catalog of both publicly and privately owned lands, buildings, or other improvements which are or may become available and which are or may be suitable for the location, relocation, expansion, modernization, or conversion of industrial, commercial, distribution, research activities and facilities in furtherance of the Plan and accomplishment of its purposes. The CIC, upon such request, will commence the preparation and maintenance of such inventory and catalog forthwith and will complete same as soon as practicable and thereafter from time to time supplement and amend said inventory and catalog in order that it may be currently maintained.

6. The CIC, as requested by the Council of the City, shall cause an analysis of the social, economic, geographic, and other advantages which the City can offer in support of industrial, commercial, distribution, or research development and shall cause such analysis to be assembled and reproduced in a form suitable for distribution to those which CIC seeks to interest in such development in the City.

7. From time to time, CIC shall prepare and present to the Mayor and Council of the City recommendations for action to be taken in aid of industrial, commercial, distribution, and research development in the City and adjacent areas. Where appropriate, such recommendations shall include the location, relocation, construction, expansion, modernization, modification or improvement of public utility or municipal facilities or services. CIC shall review any Development Project proposed to be financed by the City pursuant to the authority granted by Article VIII, Section 13 of the Ohio Constitution and Chapter 165 of the Ohio Revised Code, in order to determine that such Development Project is in accordance with this Plan. Following such review, CIC shall certify to the Council of the City its determination whether or not such Project is in accordance with this Plan; provided, that if the Council shall have issued a request to the Ohio Development Financing Commission to provide the financing then CIC shall make the aforesaid determination and issue its certification of that determination to the Ohio Development Financing Commission.

8. CIC may cause advertising, promotional, and educational material to be prepared, printed, or otherwise made available to such extent and in such manner as in the judgment of CIC will best assist the industrial, commercial, distribution, and research development in the City, and adjacent areas.

9. CIC, in such manner and by such method as it shall deem most effective, shall contact and solicit any person, firm, or corporation which then or in the immediate future is likely to or may be induced to locate, relocate, expand, modify, or improve industrial, commercial, distribution, or research activities or facilities within the City and adjacent areas or which then or in the immediate future threatens to terminate or reduce employment in any such activities or facilities then existing within the City and adjacent areas (any which person, firm, or corporation is hereinafter called "Prospective Employer"), in order to induce said Prospective Employer to locate, relocate, expand, modify, maintain, or improve its said industrial, commercial, distribution, or research activities or facilities in the City and adjacent areas when such action on the part of the Prospective Employer will be in accord with the policy of the City to promote the health, safety, morals, and general welfare of its inhabitants and will further the purpose of creating jobs and employment opportunities and improving the economic welfare of the people.

10. CIC shall promote and encourage the establishment, growth, and maintenance in the City and adjacent areas of industrial, commercial, distribution, and research facilities in accordance with and in furtherance of the purposes set forth herein and, to that end, the CIC may exercise any and all powers and privileges permitted by, and subject to the limitations of, Chapters 1702 and 1724 of the Revised Code and all other applicable chapters and sections, the CIC's Articles of Incorporation and bylaws, and this Agreement with respect to matters designed herein.

11. The City may convey to the CIC lands and interests in lands owned by the City and determined by the Council not to be required by the City for its purposes, and that such conveyance of such land or interests in land will promote the welfare of the people in the City, stabilize the economy, provide employment, and assist in the development of industrial, commercial, distribution, and research activities to the benefit of the people of the City and provide additional opportunities for their gainful employment. The terms of any such conveyance, including consideration therefor, shall be as determined by Council and agreed to by the CIC pursuant to a written agreement between the parties. CIC may also acquire, from others than the City, additional lands or interests in lands for such consideration and upon such terms as the CIC may agree upon, provided, however, that an lands or interests in lands conveyed to CIC by the City or by others shall be conveyed to and used by CIC and held, used, conveyed, or leased by it for uses that will promote the welfare of the people of the City, and adjacent areas, stabilize the economy, provide employment, and assist in the development of industrial, commercial, distribution, and research activities required for the people of the City and for their gainful employment. Any conveyance or lease by the City to CIC shall be made without advertising and receipt of bids. If any lands or interests in lands conveyed by the City to CIC, are sold by CIC at a price in excess of the consideration received by the City from CIC therefor, such excess shall be paid to the City after deducting therefrom the following costs to the extent incurred by CIC: the costs of acquisition and sale by CIC, taxes, assessments, costs of maintenance, costs of improvements to the land by CIC, debt service charges of CIC attributable to such lands or interest, and a reasonable service fee determined by CIC.

12. The activities of CIC shall be carried out in accordance with the applicable planning and zoning requirements of the City.

13. The City shall not be required to make any financial contributions to CIC and nothing in this Agreement shall be construed as permitting CIC to obligate the City except as expressly set forth in this Agreement.

14. All costs of CIC shall be paid solely from the funds of CIC and the City need not contribute any moneys to CIC to meet its costs. In no event shall any moneys raised by taxation be obligated or pledged for the payment of any bonds or other obligations issued or guarantees made pursuant to this Agreement.

15. Not less than two-fifths (2/5) of the Board of Trustees of CIC shall be appointed or elected officers of the City and said officials shall initially be the Mayor, President of Council, and all Councilmen, or such other officials as may be designated by the members from time to time.

16. The City and the CIC agree that each will exert its best efforts to persuade those persons, firms, and corporations, over which either has control, to coordinate through CIC, their activities and efforts for industrial, commercial, distribution, and research development in and for the benefit of the City and adjacent areas and the inhabitants therein.

17. In the event of any voluntary or involuntary dissolution or liquidation of CIC, or in the event of failure to reinstate the Articles of Incorporation of CIC after cancellation thereof, any remaining assets of CIC shall be paid over and distributed as determined by the governing body of CIC with the approval of the Court of Common Pleas of Cuyahoga County, Ohio, to one or more political subdivisions of the State of Ohio from which on the date of dissolution, liquidation, or cancellation of the Articles of CIC, there exists a designation of CIC to act as agent for industrial, commercial, distribution, and research development, to be used exclusively for designated civic projects or public charitable purposes.

18. No provision, term, or covenant contained in this Agreement shall be construed as prohibiting or limiting the City from independently exercising any and all powers it may have under the Constitution of the State of Ohio, Chapter 165 of the Revised Code, or any other law.

19. The term of this Agreement shall commence on the date of its making and shall continue in effect thereafter except as otherwise provided in this paragraph. Upon the expiration of twelve (12) months after either party shall have given to the other party written notice of intention to withdraw from this Agreement, no further actions, agreements, contracts, liabilities, or obligations shall be initiated or incurred pursuant to this Agreement, but any action, agreement, contract, liability, or obligation which has been commenced, entered into, initiated, or incurred prior to the expiration of such twelve (12) month period shall not be affected by such withdrawal, and this Agreement shall remain in full force and effect as to any such action, agreement, contract, liability, or obligation, and CIC shall continue as the Agency of the City under this Agreement and the designation made by the Council of the City of Broadview Heights in the ordinance authorizing this Agreement, as to all such actions, agreements, contracts, liabilities, or obligations. The written notice of withdrawal shall be served upon the City by delivering a copy of such notice to the Office

of the Clerk of Council of the City and to CIC by delivering a copy of such notice to the person in charge of its principal office.

**IN WITNESS WHEREOF**, the City of Broadview Heights, Ohio, and the Community Improvement Corporation of Broadview Heights, Ohio have caused this Agreement to be executed in their respective names and attested by their duly authorized officers, all as of the date first stated above.

Signed in the presence of:

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**CITY OF BROADVIEW HEIGHTS, OHIO**

By:   
Mayor

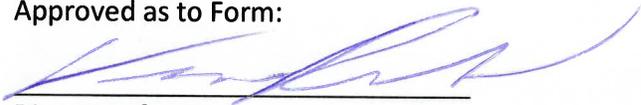
By:   
Director of Finance

**THE COMMUNITY IMPROVEMENT CORPORATION  
OF BROADVIEW HEIGHTS, OHIO**

By:   
President

By:   
Secretary

Approved as to Form:



Director of Law,  
City of Broadview Heights