



LEGISLATIVE COVER MEMO

Introduction: September 15, 2025

Agenda Item: **RESOLUTION 2025-57**

AUTHORIZING THE EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY AND HENDERSON CONSTRUCTION, INC.; AND APPROVING RELATED MATERIALS

Submitted by: Karisa Steed, Assistant City Manager

Scope/Description: This resolution authorizes the City Manager to execute a Development Agreement with Henderson Construction, Inc. for the Shaker Meadows project. The Developer, through its affiliated entity HDC III, LLC, owns approximately 47.38± acres (the “Project Site”) and plans to construct a new residential neighborhood consisting of about 119 single-family homes, along with the necessary infrastructure and improvements.

Exhibit: Exhibit A: Development Agreement

Budget Impact: None

Recommendation: Approval

CITY OF FRANKLIN, OHIO
RESOLUTION 2025-57

**AUTHORIZING THE EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY AND
HENDERSON CONSTRUCTION, INC.; AND APPROVING RELATED MATERIALS**

WHEREAS, the City of Franklin desires to encourage quality residential development that supports community growth, enhances the local housing market, and provides long-term benefits to its residents; and

WHEREAS, Henderson Construction, Inc., through its affiliated entity HDC III, LLC (the “Developer”), owns and controls approximately 47.38± acres of real property located within the City, consisting of tax year 2024 Parcel Numbers 0836351005 and 0835102001 in the records of the Warren County Auditor (including any subsequent combinations and/or subdivisions of the current parcel numbers) and as more fully described on the attached Exhibit A (the “Project Site”); and

WHEREAS, the Developer has proposed the construction of a residential neighborhood, to be known as Shaker Meadows, consisting of approximately 119 single-family dwellings together with necessary appurtenances and related improvements; and

WHEREAS, the City desires to provide a contractual basis for the Developer to add the Project Site into the Franklin New Community Authority as set forth in a development agreement (the “Development Agreement”); and

WHEREAS, the City Council desires to approve the execution of the Development Agreement, substantially in the form attached to this Resolution as Exhibit A, incorporated by reference.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Franklin, Ohio, a majority of members present concurring, that:

Section 1. The Development Agreement between the City and the Developer, substantially in the form attached to this Resolution as Exhibit A, is hereby approved and authorized, with changes or amendments thereto not inconsistent with this Resolution and not substantially adverse to the City, as determined by the City Manager, or his or her designee executing the Development Agreement, and any other documents necessary to implement the Development Agreement, on behalf of the City. The City Manager, or his or her designee, is authorized to implement the Development Agreement on behalf of the City.

Section 2. It is found that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code and the Rules of Council.

Section 3. This Resolution shall become effective immediately upon its passage.

ADOPTED: September 15, 2025

ATTEST: _____
Khristi Dunn, Clerk of Council

APPROVED: _____
Brent Centers, Mayor

CERTIFICATE

I, the undersigned Clerk of Council for the Franklin City Council, do hereby certify that the foregoing is a true and correct copy of a resolution passed by that body on September 15, 2025.

Khristi Dunn, Clerk of Council

DEVELOPMENT AGREEMENT

This Development Agreement (the “Development Agreement”), is entered into as of _____, 2025 (the “Effective Date”) by and between Henderson Construction, Inc., an Ohio for-profit corporation, doing business as Henderson Development Company (together with its successors and permitted assigns, the “Developer”), and the City of Franklin, Warren County, an Ohio municipal corporation duly organized and validly existing under the Constitution and the laws of the State of Ohio and its Charter (the “City”). The City and Developer may be referred to hereinafter individually as “Party” and collectively as the “Parties”. In furtherance of public purposes, among others, of constructing public improvements the Parties enter into this Agreement under the circumstances described in the following recitals:

RECITALS:

WHEREAS, the Developer, through an affiliated entity HDC III, LLC, owns and controls approximately 47.38± acres of real property, as more fully described on attached Exhibit A (the “Project Site”), and develop and construct thereon a residential neighborhood development project consisting of approximately 119 single-family dwellings, together with necessary appurtenances related thereto as more fully depicted on attached Exhibit B (the “Project”);

WHEREAS, the City and the developer have discussed provisions related to the Project Site’s proposed inclusion into the City’s New Community Authority (the “Franklin NCA”); and

WHEREAS, the City Council has authorized the execution and delivery of this Development Agreement pursuant to Resolution 25-[____]; and

WHEREAS, the Parties agree that it is in their mutual interest to enter into this Agreement to provide for (i) the Developer’s construction of the Project on the Project Site, and (ii) the Project Site’s inclusion in the Franklin NCA for the mutual benefit of the Developer and the City;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, the City and the Developer agree as follows:

Section 1. **General Agreement and Term.** For the reasons set forth in the Recitals hereto, which Recitals are incorporated herein by reference as a statement of the public purposes of this Agreement and the intended arrangements between the Parties.

This Agreement shall remain effective until such time as the Parties have satisfied all their respective obligations as set forth in this Agreement, unless sooner terminated in accordance with the provisions set forth herein.

Section 2. **Representations and Warranties of the Parties.**

a) City represents and warrants that as of the Effective Date:

(i) It is a municipal corporation duly organized and validly existing under the Constitution and the applicable laws of the State and its Charter.

(ii) It has the power and authority to enter into and perform this Agreement.

(iii) This Agreement has been duly authorized, executed and delivered by City and constitutes the legal, valid and binding obligation of City enforceable in accordance with its terms.

(iv) Neither the entry into nor the performance of and compliance with this Agreement has resulted or will result in any violation of, or a conflict with or a default under, any judgment, decree, order, contract or agreement by which City is bound or any legal requirement applicable to City.

(v) No representation or warranty of City in this Agreement contains any untrue statement of material fact or omits a statement of a material fact necessary in order to make such representation or warranty not misleading in light of the circumstances under which it is made.

(vi) Resolution 25-[____], passed by City Council on _____, 2025, authorizing the execution and delivery of this Agreement, has been duly passed and is in full force and effect as of the Effective Date.

b) Developer represents and warrants, on behalf of itself only, that as of the Effective Date:

(i) Developer (A) is a for-profit corporation duly organized, validly existing and in good standing under the laws in which it was organized and (B) has all requisite power and authority to carry on its business in the State of Ohio as now being conducted and as presently proposed to be conducted.

(ii) This Agreement has been duly authorized, executed and delivered by the Developers and constitutes the legal, valid and binding obligation of the Developer enforceable in accordance with its terms.

(iii) Developer has legal authority to bind the Project Site according to the terms set forth herein.

(iv) Neither the entry into nor the performance of and compliance with this Agreement has resulted or will result in any violation of, or a conflict with or a default under, the organizational documents of the Developer, any judgment, decree, order, contract or agreement by which the Developer is bound, or any legal requirement applicable to the Developer

Section 3. **New Community Authority.** Developer acknowledges that pursuant to the terms of this Agreement, the Developer consents to the inclusion of the Project Site into the Franklin NCA pursuant to Ohio Revised Code Chapter 349. Within one-hundred and twenty (120) days of the Effective Date of this Agreement, the Developer shall submit, or shall consent to the City's submission of, an application providing for the expansion of the Franklin NCA to include the Project Site, and authorize any related real property declarations on the Project Site to provide for the collection of a community development charge (the "CDC") in an amount not to exceed 5.0 mills, which receipts from the CDC shall be used for purposes in support of the Franklin NCA. The Developer shall ensure that any purchase contracts entered into between the Developer, or any successors or assigns to the Project Site, and homeowners specifically reference and disclose the home's inclusion in the Franklin NCA, and the CDC.

Section 4. **Assignment.** This Agreement shall be binding on the parties hereto and their respective successors and assigns. The Parties acknowledge that substantial time and effort have been invested in the negotiation of this Agreement, and the City has entered into this Agreement with an understanding of the unique capabilities of the Developer, and, therefore, any assignment of this Agreement by the Developer to parties other than its affiliates shall be subject to the prior written consent of the City, which consent shall be granted in the City's sole discretion and may only be made to a person or entity financially capable of completing the Project. Any such assignment shall expressly provide that the assignee shall comply with all the terms and requirements of this Agreement.

Section 5. **Cancellation or Termination for Convenience.** This Agreement may be cancelled or otherwise terminated by mutual written agreement of the Parties or pursuant to the terms of this Agreement as to conflict in law, impracticality, and/or acts of God. Furthermore, in the event Developer does not acquire any material portion of the Project Site, this Agreement shall terminate, after which neither party shall have any further obligations hereunder except for those responsibilities which are expressly stated to survive.

Section 6. **Default; Remedies.**

(a) **Default.** The failure of either party (the "Defaulting Party") to perform or observe any obligation, duty, or responsibility under this Agreement, and failure by Defaulting Party to correct such failure within thirty (30) days after the Defaulting Party's receipt of written notice thereof from the non-Defaulting Party; provided, however, that if the nature of the default is such that it cannot reasonably be cured within thirty days, the Defaulting Party shall not be in default so long as Defaulting Party commences to cure the default within such thirty (30) day period and thereafter diligently completes such cure within ninety (90) days after Defaulting Party's receipt of the non-Defaulting Party's initial notice of default.

(b) **Remedies.** Upon the occurrence of an event of default, the non-Defaulting Party, at its option, may, but shall not be obligated to, enforce, or avail itself of, any remedies available at law or in equity. The failure of either party to insist upon the strict performance of any covenant or duty, or to pursue any remedy, under this Agreement shall not constitute a waiver of the breach of such covenant or of such remedy.

Section 8. **Counterparts.** This Agreement may be executed in counterpart, and in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement.

Section 9. **Governing Law; Venue.** This Agreement shall be governed exclusively by and construed in accordance with the laws of the State, without regard to its conflict of law provisions that would cause the application of the laws of another jurisdiction. Each party hereto (i) irrevocably consents to the exclusive jurisdiction of any state court located within Warren County, Ohio, in connection with any matter based upon or arising out of this Agreement, (ii) agrees that process may be served upon them in any manner authorized by the laws of the State and (iii) waives and covenants not to assert or plead any objection which they might otherwise have under such jurisdiction or such process.

Section 10. **Language.** The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for or against the City or the Developer. Section headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way defining, limiting, or amplifying the provisions hereof.

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IN WITNESS WHEREOF, the City and the Developer each has caused this Development Agreement to be executed by its respective duly authorized officer, as of the day and year first above written.

CITY OF FRANKLIN, OHIO

By: _____
Jonathan Westendorf
City Manager

**HENDERSON CONSTRUCTION, INC. dba
HENDERSON DEVELOPMENT COMPANY
As “Developer”**

By: _____
Name: _____
Title: _____

FISCAL OFFICER'S CERTIFICATE

The undersigned, Finance Director of the City of Franklin, Warren County, Ohio, hereby certifies that the moneys required to meet the obligations, if any, of the City during the year 2025 under the foregoing Development Agreement have been lawfully appropriated by City Council for such purpose and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Jenna Trice
Finance Director
City of Franklin, Ohio

Dated: _____, 2025

[Certificate of Fiscal Officer to Development Agreement]

EXHIBIT A

Project Site

The Project Site is the real property located in the City of Franklin, County of Warren, consisting of tax year 2024 parcel numbers 0836351005 and 0835102001 (including any subsequent combinations and/or subdivisions of the current parcel numbers) and depicted on the below map outlined in blue:



A-1

EXHIBIT B

Project Depiction.