

ORDINANCE NO. 65-2020

AN ORDINANCE TO APPROVE AND AUTHORIZE THE EXECUTION AND DELIVERY OF AMENDMENT NO. 3 OF THE JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT NO. 1 BETWEEN ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG, OHIO, AND DECLARING AN EMERGENCY

WHEREAS, the City of Reynoldsburg and the Township of Etna (“Contracting Parties”) entered into a Joint Economic Development District Contract on or about December 21, 2015 (“JEDD I” or the “Original Contract”); and

WHEREAS, the Contracting Parties entered into Amendment No. 1 to the Original Contract on August 21, 2018, for the purpose of increasing the income tax rate in the District to two (2%) percent;

WHEREAS, the Contracting Parties entered into Amendment No. 2 to the Original Contract on July 8, 2019, for the purpose of adding new territory to JEDD I.

WHEREAS, the parties now desire to amend the Original Contract to modify the JEDD II revenue disbursements for a specified Project Site, comprising approximately 113.533 acres; and

WHEREAS, pursuant to Ohio Revised Code Section 715.72, the proposed amendment does not add or remove territory in the District and, therefore, there is no requirement to hold a public hearing on the amendment; and

WHEREAS, this day this Council finds this Ordinance should be passed as an emergency to facilitate proposed development at the specified Project Sites.

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, COUNTIES OF FRANKLIN, LICKING, AND FAIRFIELD, STATE OF OHIO that:

Section 1. That Amendment No. 3 to JEDD I with Etna Township be approved, modifying the JEDD I revenue disbursements for the Project Site specified in Exhibit D attached to the Amendment.

Section 2. The Mayor, the City Auditor, the City Attorney, and the Clerk of Council are authorized to execute and deliver such instruments and certificates, and to take such actions as are necessary to effectuate Amendment No. 3 of JEDD I.

Section 3. The Mayor is hereby authorized to execute the Development and Compensation Agreement by and between the City, the Licking County Board of County Commissioners, the Etna Township Board of Trustees, Southwest Licking Local School District, and TPA Group, LLC.

Section 4. All formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance, and all deliberations of this Council and of any committees that

resulted in formal actions, occurred in meetings open to the public in compliance with the Ohio Revised Code.

Section 5. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and financial needs of the City, wherefore this Ordinance shall take effect immediately upon its passage and the Mayor's signature.

PASSED this 28th day of September, 2020.

Leanora Jenkins
Leanora Jenkins, Council President

ATTEST: Mollie Prasher
Mollie Prasher, Clerk of Council

APPROVED: Joe Begeny
Joe Begeny, Mayor

DATE: 9-29-2020

On behalf of the state of Ohio, Franklin County, City of Reynoldsburg, I, Mollie Prasher, duly qualified Clerk of Council for the City of Reynoldsburg, do hereby certify that the foregoing are copies of the originals, now on file, and have been certified by me, and the same are a true and correct copies.

WITNESS by my signature, this 28th day of September, 2020.

Mollie Prasher
Mollie Prasher, Clerk of Council
City of Reynoldsburg

EXHIBIT D
Project Site

DESCRIPTION FOR A 113.533 ACRE TRACT

Situated in the State of Ohio, County of Licking, Etna Township, being a part of Lot 2 in Section 2, Township 16, Range 20, of the Refugee Tract, and being part of a 146.264 acre tract (Parcel No. 010-017566-00.000) conveyed to Etna Business Development Associates, LLC., in Instrument Number 200505190014926, all references being to those of record in the Recorder's Office, Licking County, Ohio, said 113.533 acre tract being more particularly bounded and described as follows:

Beginning at the intersection of the centerline of Mink Street (County Road 41) with the north line of said Lot 2, said lot line also being the north line of the Refugee Tract and the centerline of Refugee Road (Township Road 30), witness an iron pin set South 47° 46' 03" East, 79.62 feet;

Thence along the centerline of Refugee Road and the north line of said Lot 2, South 86° 39' 58" East, 1349.12 feet to a 3/4-inch iron pipe found at an angle point;

Thence continuing along the centerline of Refugee Road and the north line of said Lot 2, South 86° 21' 30" East, 1784.35 feet to a point, being the northwesterly corner of a 65.00 acre tract conveyed to Ronald E. Kissell in Deed Volume 801, Page 559;

Thence along the westerly line of said 65.00 acre Kissell tract, South 4° 02' 45" West, 1596.37 feet to a 5/8-inch iron pin found at the northeasterly corner of a 92.24 acre tract conveyed to 70 East Logistics Center LLC in Instrument Number 201906040010747;

Thence along the northerly line of said 92.24 acre tract and the northerly line of a 2.00 acre tract conveyed to Michael and Mary Harsh, Trustees, in Instrument Number 201305010011076, North 86° 08' 59" West, passing of an iron pin previously set at 2710.11 feet and a 3/4-inch iron pipe found at 3080.92 feet, a total distance of 3111.11 feet to a point in the centerline of Mink Street;

Thence along new division lines and the centerline of Mink Street, the following five (5) courses and distances:

North 4° 42' 47" East, 509.77 feet to a point;

North 3° 52' 07" East, 299.54 feet to a point;

DESCRIPTION FOR A 113.533 ACRE TRACT

North 3° 01' 16" East, 210.41 feet to a point;

North 2° 05' 50" East, 293.23 feet to a point; and ...

North 1° 07' 47" East, 265.27 feet to the **Point of Beginning** and containing 113.533 acres, more or less, according to a survey made by Hull & Associates, Inc. in March of 2019.

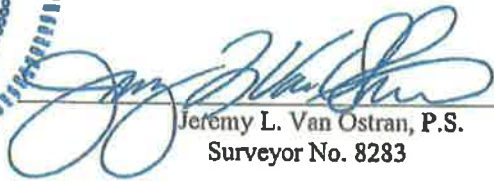
The bearings in the above description are based on the Ohio State Plane Coordinates System, South Zone, NAD83.

All iron pins set are 5/8" in diameter rebar by 30" in length with red identification caps marked "HULL, PS 8283".

Subject to all valid and existing easements, restrictions and conditions of record.



February 18, 2020


Jeremy L. Van Ostran, P.S.
Surveyor No. 8283

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PRE-APPROVAL	
LICKING COUNTY ENGINEER	
<input checked="" type="checkbox"/> APPROVED	<input type="checkbox"/> CONDITIONAL
APPROVED BY:	
DATE:	2/26/20

JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT (JEDD 1)

AMENDMENT NO. 3

BY AND BETWEEN

CITY OF REYNOLDSBURG

(FRANKLIN, LICKING AND FAIRFIELD COUNTIES), OHIO

AND

ETNA TOWNSHIP (LICKING COUNTY), OHIO

Dated as of

_____, 2020

**JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT (JEDD 1),
AMENDMENT NO. 3**

This Joint Economic Development District Contract (JEDD 1), Amendment No. 3 (hereafter “Amendment No. 3”) entered into pursuant to Ohio Revised Code 715.72, et seq., dated as of _____, 2020, is entered into by and between the City of Reynoldsburg, Ohio (“City”), a municipal corporation and political subdivision organized and existing pursuant to the Constitution and the laws of the State of Ohio, and Etna Township, Licking County, Ohio (“Township”) a township and political subdivision organized and existing under the laws of the State of Ohio, and, together with the City, the (“Contracting Parties”).

WITNESSETH:

WHEREAS, the Township and the City previously entered into a Joint Economic District Contract dated December 23, 2015, a copy of which is attached hereto as Exhibit “A” (hereafter “Original JEDD Contract”), and further entered into Amended Contract No. 1 to said Joint Economic Development District Contract dated August 21, 2018, a copy of which is attached hereto as Exhibit “B” (hereafter “Amended Contract No. 1”), and further entered into Amended Contract No. 2 to said Joint Economic Development Contract dated July 8, 2019, a copy of which is attached hereto as Exhibit “C” (hereafter, “Amended Contract No. 2”);

WHEREAS, the Township and the City now desire to achieve a third amendment to said Original JEDD Contract, as amended, to modify the JEDD revenue disbursements as set forth in Section 4.2 of said Original JEDD Contract. This modification of the JEDD revenue disbursements shall apply only to the Project Site described below and shall not pertain to any other properties located within Joint Economic Development District No. 1. The Township and City agree that all terms and conditions set forth in said Original JEDD Contract, as amended, shall remain in full force and effect for all properties located within Joint Economic Development District No. 1, other than the said Project Site; and

WHEREAS, the Project Site is included within Joint Economic Development District No. 1 and is comprised of property consisting of approximately 113.533 acres depicted on Exhibit “D”, as more particularly described thereon, which Exhibit is attached to this Amendment No. 3 and incorporated herein by reference (hereafter “Project Site”).

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Amendment No. 3, the City and Township agree and bind themselves, their agents, employees and successors as follows:

1. This Amendment No. 3 shall apply solely to the Project Site as described above.
2. The Contracting Parties hereby agree to delete Section 4.2. and Section 4.3. of the Original JEDD Contract, as well as Section 2 and Section 3 of Amended Contract No. 2, attached hereto as Exhibit "C", in their entirety, and replace them with the following:

Section 4.2 Disbursements. Within thirty (30) days after the end of each Quarter, the Administrator shall, without the need for further action of the Board or Treasurer of the Board, perform the following duties and functions:

4.2.1. From the Gross Revenue, in the following order of priority:

4.2.1.1. Pay the SWLSD Payment as provided for in Section 4.3.

4.2.1.2. Pay to the JEDD Board an amount sufficient to pay the outstanding or expected expenses of the operations of the District for that quarter in accordance with the budget and appropriations resolution (as amended from time to time) of the Board, and for the long-term maintenance of the District, in the amount of two percent (2%) of the Gross Revenue.

4.2.1.3. Pay to the City an amount not to exceed three percent (3%) of the Gross Revenue to pay the City's expenses to administer the JEDD Income Tax (currently through the Regional Income Tax Agency), provided, however, that the Administrator shall pay such reasonable and necessary out of pocket expenses for any increased costs payable to RITA associated with the enforcement or collection of the income tax from the District, upon approval of the Contracting Parties.

4.2.1.4. Pay to the Contracting Parties the costs they incurred to establish or defend the existence of the District, if any, until paid in full, pro rata based on such cost.

4.2.2. From the Revenue remaining after payment of the distributions set forth in Section 4.2.1. above (hereinafter the "Net Revenue"):

4.2.2.1. Pay Twenty percent (20%) of the Net Revenue to the City of Reynoldsburg;

4.2.2.2. Pay Ten percent (10%) of the Net Revenue to the Board Improvement Account;

4.2.2.3. Pay Five percent (5%) of the Net Revenue to the Licking County Transportation Improvement District (TID) to be used to the fullest extent possible for transportation projects initiated by the Etna Township Board of Trustees, and which benefit the JEDD 1 Property and surrounding areas and Etna Township. Failure to so utilize such funding shall result in the termination or reduction thereof, and, in such event, such percentage shall revert to and be added to the sum payable to the Township in Section 4.2.2.6. hereof;

4.2.2.4. Pay Five percent (5%) of the Net Revenue to the Career and Technology Centers of Licking County ("C-Tech") during the first thirty (30) years from the effective date of this Contract, then said five percent (5%) payment to C-Tech shall cease and terminate and such percentage shall revert to and be added to the sum paid to the Township under Section 4.2.2.6. hereof;

4.2.2.5. Pay fifteen percent (15%) of the Net Revenue derived from the levy of the income tax provided for herein on the Project Site to the Licking County Commissioners for thirty (30) years. Upon expiration of thirty (30) years from the effective date of the JEDD Contract, then said payment to the Licking County Commissioners shall thereafter be ten percent (10%) of the Net Revenue for the duration of the JEDD 1 Contract; and

4.2.2.6. Pay to the Township, an amount equal to the Net Revenue minus the sum of the preceding amounts enumerated in Sections 4.2.2.1. to 4.2.2.5.

The City shall provide an accounting of the receipts and disbursements of the proceeds of the JEDD Income Tax quarterly at the same time as the deposit of Gross Revenue into the JEDD Fund, including to the extent available, but not limited to, a summary of the amounts of JEDD 1 Income Tax on individuals withheld by each Business. In the event that any amount due to the Board, the

City or the Township is a negative amount, then that negative amount shall be set off against the next amount paid. Subject to the approval of the Township, the City may make these distributions on a monthly basis.

The City shall not grant any credits, abatements or reductions in the income tax to be levied and collected within the District, nor is it permitted to change the income tax code in any way, which in any way interferes with or reduces the income tax revenues to be collected under this Contract and paid to Township. The Township shall be entitled to continue to receive for the duration of this Contract, all tax revenues in the same manner and in the same amount provided herein as though no such event credit, abatement or reduction had been granted.


Section 4.3 SWLSD Payment

4.3.1. The "SWLSD Payment" is an amount equal, for the period during which it is due pursuant to this Section 4.3.1., to thirty percent (30%) of the Gross Revenue derived from the levy of the income tax provided for herein on the Project Site Only. The SWLSD Payment shall be due for thirty (30) years commencing on the effective date of this Contract, and terminating thirty (30) years thereafter. Upon termination of such Payment, said Payment shall thereafter revert to and be added to the sum paid to the Township under Section 4.2.2.6.


3. All other terms and conditions contained within the Original JEDD Contract, as amended, shall remain in full force and effect.
4. This Amended JEDD Contract No. 3 shall become effective upon adoption of a Resolution approving the same by the Township and an Ordinance approving the same by the City, which such Resolution and Ordinance must be adopted within ninety (90) days of each other.

IN WITNESS THEREOF, ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG
HAVE CAUSED THIS AMENDMENT NO. 3 TO THE ORIGINAL JEDD CONTRACT
TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES AS OF
THE DATE HEREINBEFORE WRITTEN:

ETNA TOWNSHIP BOARD OF TRUSTEES


By: John J. Carlisle, President
Date: 8-4-20
Resolution No. 20-08-04-09

APPROVED AS TO FORM:


John B. Albers II, Esq.
Attorney for Etna Township

CITY OF REYNOLDSBURG

By: Joe Begeny, Mayor
Date: _____
Ordinance No. _____

APPROVED AS TO FORM:

Chris Shook, Esq.
City Attorney

FISCAL OFFICERS' CERTIFICATIONS

The undersigned Fiscal Officer of Etna Township, Licking County Ohio hereby certifies that the moneys required to meet the obligations of the Township during the calendar year 2020 under the foregoing Amended Joint Economic Development District Contract, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the Township 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 Ohio Revised Code Sections 5705.41 and 5705.44.



By: Walter Rogers
Etna Township Fiscal Officer

FISCAL OFFICERS' CERTIFICATIONS

The undersigned Fiscal Officer of the City of Reynoldsburg, Franklin, Licking, Fairfield Counties, Ohio hereby certifies that the moneys required to meet the obligations of the City, during the calendar year 2020 under the foregoing Amended Joint Economic Development District Contract, being zero, have been appropriated lawfully for that 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 Ohio Revised Code Sections 5705.41 and 5705.44.

By: Stephen Cicak
Reynoldsburg City Auditor