

# RECORD OF ORDINANCES

Ordinance No. 2018-31

Passed November 6 2018

**AN ORDINANCE DESIGNATING THE PICKERINGTON COMMUNITY IMPROVEMENT CORPORATION AS AN AGENCY OF THE CITY UNDER OHIO REVISED CODE SECTION 1724.10; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PLAN FOR INDUSTRIAL, COMMERCIAL, DISTRIBUTION AND RESEARCH DEVELOPMENT; AND AUTHORIZING AN EMERGENCY**

**WHEREAS**, the Section 13 of Article VIII of the Ohio Constitution provides that, to create and preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, it is in the public interest and a proper public purpose for a municipal corporation, its agencies or instrumentalities, or corporations not for profit designated by such municipal corporation as its agency or instrumentality, to perform the acts and exercise the powers therein provided; and

**WHEREAS**, pursuant to Chapter 1724, Ohio Revised Code as it may hereinafter be amended (herein called the "*Act*"), there has been formed a corporation known as "Pickerington Community Improvement Corporation", a corporation not for profit as recorded on the Records of Incorporation and Miscellaneous Filings of the Secretary of State of the State of Ohio; and

**WHEREAS**, there are substantial and pressing problems including but not limited to the development and encouragement of industry, commerce, distribution and research within the confines of this City, which problems may best be solved by and with the assistance of said corporation; and

**WHEREAS**, it is hereby found and determined that the policy of this City is to promote the health, safety, morals and general welfare of its inhabitants through the designation by resolution of a community improvement corporation as the agency of the City for industrial, commercial, distribution and research development in the City; and

**WHEREAS**, any political subdivision which has designated a community improvement corporation as such agency may enter into an agreement with said corporation to provide any one or more services specified by Chapter 1724, Ohio Revised Code; and

**WHEREAS**, this Council has determined that it would be in the best interests of the City to approve and authorize the execution of an Agreement and Plan for Industrial, Commercial, Distribution and Research Development (the "*Agreement and Plan*"), all pursuant to Section 1724.10, Ohio Revised Code;

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PICKERINGTON, FAIRFIELD- FRANKLIN COUNTIES, OHIO, A MAJORITY OF ITS MEMBERS CONCURRING**

**Section 1.** Designation of the Pickerington CIC. The Pickerington Community Improvement Corporation is hereby designated as the agency of the City, for the industrial, commercial, distribution and research development of the City of Pickerington, Ohio. The Mayor, the City Manager and Council member Tricia Sanders are hereby appointed to represent the City members of the Board of Trustees of the Pickerington Community Improvement Corporation.

**Section 2.** Agreement and Plan of Development. The form of Agreement and Plan for Industrial, Commercial, Distribution and Research Development by and between this City and the Pickerington Community Improvement Corporation, in the form presently on file with the Clerk of Council, is hereby approved and authorized with changes therein not inconsistent with this Ordinance and not substantially

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adverse to this City and which shall be approved by the City Manager and Director of Finance. The City Manager and Director of Finance, for and in the name of this City, are hereby authorized to execute the Agreement and Plan, provided further that the approval of changes thereto by those officials, and their character as not being substantially adverse to the City, shall be evidenced conclusively by the execution thereof.

**Section 3. Open Meetings.** This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council or committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law.

**Section 4. Effective Date.** That this ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, or welfare of the citizens of Pickerington, Ohio, in compliance with the Charter Amendment per Ordinance 2002-43, as passed by the voters in November, 2002 (Charter Section 2.05) and the City Manager and Director of Finance, for and in the name of this City, are hereby authorized to execute the Agreement and Plan, via emergency for reasons stated herein, which shall be evidenced conclusively by the execution thereof:

(1) The precise threat to the public peace, health, safety or welfare of the citizens of Pickerington requiring the passage of an emergency ordinance is that the without the immediate formation of a Community Improvement Corporation the City will not be able to purchase land via nontax revenue funds needed for economic development.

(2) The factual basis utilized in determining the existence of the threat to public peace, safety, health or welfare emergency is that if not immediately created the City will miss an opportunity to purchase land for economic development and reduce the use of the property's use for single family homes.

(3) Why the emergency ordinance is necessary for the preservation of the public peace, health, safety or welfare of the citizens of Pickerington is that economic development is a necessary to the continued growth of the City.

(4) How the emergency ordinance serves to protect the public peace, health, safety or welfare of the citizens of Pickerington is that the City can only purchase this property via an assignment agreement of an already executed Real Estate Purchase Agreement that requires a closing no later than mid-December and requires the formation and activation of a CIC to complete the closing on the property.

(5) Why the protection of the public peace, health, safety or welfare of the citizens of Pickerington cannot be achieved through the enactment of non-emergency legislation is that there is not sufficient time to have three readings and wait thirty (30) days for effect of the legislation before expiration of the Real Estate Purchase Agreement.

(6) The consequences to the public peace, health, safety or welfare of the citizens of Pickerington if the ordinance were enacted as non-emergency legislation rather than by emergency is that the City would miss out on an opportunity to grow the City and its income tax base.

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Therefore, this ordinance shall become effective upon its passage by Council and approval by the Mayor.

APPROVED BY: \_\_\_\_\_

  
Lee A. Gray, Mayor

DATE OF APPROVAL: November 6, 2018


EFFECTIVE DATE: November 6, 2018

ATTEST: \_\_\_\_\_

  
Heather Moore, City Clerk

SPONSOR: **FINANCE COMMITTEE**

APPROVED AS TO FORM  
AND LEGALITY OF PURPOSE: \_\_\_\_\_

  
Philip K. Hartmann, Law Director


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## CERTIFICATE

The undersigned hereby certifies that the foregoing is a true and correct copy of Ordinance No. 2018-31.

  
\_\_\_\_\_  
City Clerk

**AGREEMENT AND PLAN FOR INDUSTRIAL,  
COMMERCIAL, DISTRIBUTION AND RESEARCH DEVELOPMENT**

This AGREEMENT AND PLAN FOR INDUSTRIAL, COMMERCIAL, DISTRIBUTION AND RESEARCH DEVELOPMENT (the “*Agreement*”), is being entered into as of the 3<sup>rd</sup> day of December, 2018, by and between the CITY OF PICKERINGTON, OHIO (the “*City*”), a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio (the “*State*”), and the PICKERINGTON COMMUNITY IMPROVEMENT CORPORATION (the “*CIC*”), a community improvement corporation organized and existing as a corporation not for profit under the laws of the State.

RECITALS

WHEREAS, the City, by Ordinance No. ~~2018-3178~~ passed on November 16, 2018 and in accordance with Section 1724.10, Ohio Revised Code, has designated the CIC as the agency and instrumentality of the City for the industrial, commercial, distribution and research development of the City and has approved this Agreement and the Plan and authorized the City Manager and the Director of Finance of the City to execute this Agreement on behalf of the City; and

WHEREAS, upon the designation of the CIC as the agency and instrumentality of the City for the aforementioned purposes, the CIC, by Resolution No. \_\_\_\_\_ adopted on \_\_\_\_\_, 2018, has proposed that the CIC and the City enter into this Agreement pursuant to Section 1724.10, Ohio Revised Code to provide for a plan for industrial, commercial, distribution and research development within the City (the “*Plan*”), all as provided for in Section 1724.10, Ohio Revised Code;

NOW, THEREFORE, the City and the CIC do hereby agree as follows:

Section 1. Plan. The initial Plan shall be to advance, encourage and promote the industrial, commercial, distribution and research development of the City in a manner which:

- a. Creates and preserves jobs and employment opportunities in the City and the State.
- b. Improves the economic welfare of the people of the City and of the State.
- c. Encourages and causes the maintenance, location, relocation, expansion, modernization and equipment of sites, buildings, structures and appurtenant facilities for industrial, commercial, distribution and research activities within the City and thereby preserves, maintains or creates additional opportunities for employment within the City.
- d. Maintains and increases the tax valuation of property within the City in order that tax revenues may be available to provide services for the preservation of public peace, health, safety and general welfare of the City.
- e. Is consistent with social, economic and geographic factors present in the City.
- f. Is not inconsistent with job needs and skills present in the City.

- g. Is not inconsistent with environmental factors present in the City.
- h. Is in accordance with its applicable planning and zoning.

Section 2. Furtherance of the Plan by the CIC. Such initial Plan may be amended and supplemented from time to time by the City and the CIC and to that end, and to the extent as requested by the legislative authority of the City:

a. The CIC shall prepare and maintain a current inventory and catalog of lands, buildings, or other improvements within the City which are or may become available and suitable for the location, relocation, expansion, modernization or conversion of or to industrial, commercial, distribution or research development facilities in furtherance of this Agreement and the Plan and the accomplishment of its purposes. The CIC agrees that it will, from time to time, supplement and amend any such inventory and catalog in order that it may be currently maintained.

b. The CIC shall cause the preparation of an analysis of the social, economic, geographic and other advantages which the City can offer in support of industrial, commercial, distribution or research development in a form suitable for distribution to those which the City and CIC seek to interest in such development in the City.

Section 3. Implementation of the Plan. In furtherance of the Plan, as from time to time amended, the CIC may, to the extent as requested by the legislative authority of the City:

a. As the agency and instrumentality of the City, advance, encourage and promote the maintenance, location, relocation, expansion, modernization and equipment of buildings, structures and appurtenant facilities, and the acquisition of sites therefor for lease or sale by the City or the CIC for industrial, commercial, distribution and research development activities within the City. Any real or personal property, or both, proposed for acquisition, by gift or purchase, construction, improvement or equipment for such purpose is referred to herein as a "*Development Project*".

b. From time to time, prepare and present to the executive and legislative authorities of the City recommendations for action to be taken in aid of industrial, commercial, distribution and research development in the City. Where appropriate, such recommendations shall include the location, relocation, construction, expansion, modernization, modification or improvement of municipal facilities or services.

c. Upon the request of the City Manager (which may be in lieu of a request of the legislative authority of the City), review any Development Project proposed to be financed by the City pursuant to the authority granted by Article VIII, Section 13, Ohio Constitution and Chapter 165, Ohio Revised Code, to determine whether or not such Development Project is in accordance with this Agreement and the Plan and following such review shall certify to such City its determination.

d. Cause advertising, promotional and educational material to be prepared, printed or otherwise reproduced and distributed and otherwise made available to such extent and in such

manner as in the judgment of the CIC will best assist the industrial, commercial, distribution and research development in the City.

e. Contact and solicit any person, firm or corporation ("*Employer*") 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 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 in order to induce said Employer to locate, relocate, expand, modify, improve or maintain its said industrial, commercial, distribution or research activities or facilities in the City.

f. Advance, encourage and promote the establishment, growth and maintenance in the City of industrial, commercial, distribution and research facilities in accordance with and in furtherance of the purposes set forth in Section 1 of this Agreement by:

(i) insuring mortgage payments required by a first mortgage on any industrial, economic, commercial or civic property for which funds have been loaned by any person, corporation, bank or financial or lending institution upon such terms and conditions as the CIC may prescribe.

(ii) incurring debt, mortgaging its property, no matter from what source and by what method acquired, and issuing its obligations for the purpose of acquiring, constructing, improving and equipping buildings, structures and other properties, and acquiring sites therefor, for lease or sale by the CIC, provided that any such debt shall be solely that of the CIC and shall not be secured by the pledge of any moneys received or to be received from the City, the State or any political subdivision thereof.

(iii) making loans to any person, firm, partnership, corporation, joint stock company, association, or trust, and may establish and regulate the terms and conditions with respect to any such loans; provided the CIC shall not approve any application for loan unless and until the person applying for said loan shows that he has applied for the loan through ordinary banking or commercial channels and that the loan has been refused by at least one bank or other financial institution.

(iv) purchasing, receiving, holding, leasing, or otherwise acquiring and selling, conveying, transferring, leasing, subleasing, or otherwise disposing of real and personal property, together with such rights and privileges as maybe incidental and appurtenant thereto and the use thereof, including but not restricted to, any real or personal property acquired by the CIC from time to time in the satisfaction of debts or enforcement of obligations.

(v) acquiring the good will, business, rights, real and personal property, and other assets, or any part thereof, or interest therein, of any persons, firms, partnerships, corporations, joint stock companies, associations, or trusts, and may assume, undertake, or pay the obligations, debts, and liabilities of any such person, firm, partnership, corporation, joint stock company, association, or trust; may acquire improved or unimproved real estate for the purpose of constructing industrial plants or other business establishments thereon or

for the purpose of disposing of such real estate to others in whole or in part for the construction of industrial plants other business establishments; and may acquire, construct or reconstruct, alter, repair, maintain, operate, sell, convey, transfer, lease, sublease, or otherwise dispose of industrial plants or business establishments.

(vi) acquiring, subscribing for, owning, holding, selling, assigning, transferring, mortgaging, pledging, or otherwise disposing of the stock, shares, bonds, debentures, notes, or other securities and evidences of interest in, or indebtedness of, any person, firm, corporation, joint stock company, association, or trust, and while the owner or holder thereof, may exercise all the rights, powers, and privileges of ownership, including the right to vote therein.

(vii) mortgaging, pledging, or otherwise encumbering any property acquired pursuant to the powers contained in paragraphs (iv), (v) or (vi) of this subsection 3(f).

(viii) making application to the Director of the Ohio Development Services Agency of the State for insurance or advance commitments for insurance of mortgage payments required by a first mortgage on any Development Project for which the CIC has loaned its funds or upon which the CIC has borrowed funds, and may make assignments of insured mortgages and provide other forms of security in accordance with the provisions of Section 122.451, Ohio Revised Code.

(ix) soliciting, receiving and using donations or commitments of money or other property of any kind whatsoever from private corporations, firms or organizations.

(x) otherwise exercising any or all of the powers and privileges permitted by, and subject to the limitations of, Section 1724.10, Ohio Revised Code.

g. Sell or to lease any lands or interests in lands owned by the City determined from time to time by the legislative authority of the City not to be required by the City for its purposes, for uses determined by the legislative authority of the City as those that will promote the welfare of the people of the City, stabilize the economy, preserve, maintain or provide employment, and assist in the development of industrial, commercial, distribution and research activities to the benefit of the people of the City and will preserve, maintain or provide additional opportunities for their gainful employment. The legislative authority of the City shall specify the consideration for such sale or lease and any other terms thereof. Any determination made by the legislative authority of the City under this paragraph of this Agreement shall be conclusive. The CIC acting through its officers and on behalf and as agent of the City shall execute the necessary instruments, including deeds conveying the title of the City or leases, to accomplish such sale or lease. Such conveyance or lease shall be made without advertising and receipt of bids. A copy of this Agreement shall be recorded in the office of the county recorder of the County of Franklin, Ohio in which the City is located, prior to the recording of a deed or lease executed pursuant to this Agreement.

#### Section 4. Miscellaneous.

a. The City may convey to the CIC lands and interest in lands owned by the City and determined by its legislative authority 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 preserve, maintain or provide additional opportunities for their gainful employment. The consideration for any such lands and interests in lands so conveyed shall be the fair market value thereof as determined by a qualified appraiser, designated and employed by the City, and confirmed by its legislative authority. The CIC may also, as agency for such development and to the extent requested by the legislative authority of the City, acquire from others additional lands or interests in lands and may convey lands or interests in land provided, however, that any lands or interests in land the CIC may so acquire or convey shall be so acquired or conveyed for uses that will promote the welfare of the people of the City, stabilize the economy, preserve, maintain or 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 the CIC shall be made without advertising and receipt of bids. If any lands or interests in lands conveyed by the City to the CIC are sold by the CIC at a price in excess of the consideration received by the City from the CIC therefor, such excess shall be paid to the City after deducting therefrom the following costs to the extent incurred by the CIC; the costs of acquisition and sale by the CIC, taxes, assessments, costs of maintenance, costs of improvements to the land by the CIC, debt service charges of the CIC attributable to such lands or interests, and a reasonable service fee determined by the CIC.

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

c. All costs of the CIC shall be paid solely from the funds of the CIC and the City need not contribute any moneys to the 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.

d. Not less than two-fifths of the governing board of the CIC shall be comprised of appointed or elected officers of the City or other political subdivision designating the CIC as its agency pursuant to Section 1724.10, Ohio Revised Code.

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

f. 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 subsection 4(f). Upon the expiration of twelve months after either party shall have given to the other party 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 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 the CIC shall continue as the Agency of the City under this Agreement and the Plan and the designation made by the legislative authority of the City in the ordinance confirming and authorizing this Agreement, as to all such actions, agreements, contracts, liabilities or obligations. Notice of withdrawal shall be given to the City by delivering a copy of such notice to the office by the Clerk of Council of the City and to the CIC by delivering a copy of such notice to the person in charge of its principal office.

g. 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, Chapter 165, Ohio Revised Code, or any other law.

h. This Agreement may be amended or supplemented from time to time as desired and approved by the legislative authority of the City and the Board of Trustees of the CIC.

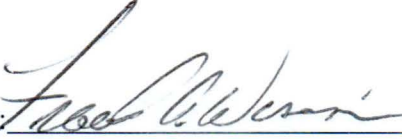
i. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same agreement. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

*(THIS SPACE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE TO FOLLOW)*

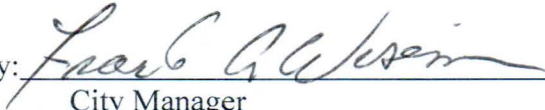
IN WITNESS WHEREOF, the City and the CIC, by their duly authorized officers, have caused this Agreement to be executed as of the day and year first above written.

PICKERINGTON COMMUNITY IMPROVEMENT CORPORATION

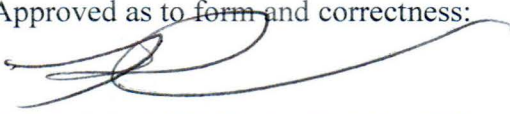
By:   
\_\_\_\_\_  
President

Attest:   
\_\_\_\_\_  
Secretary

CITY OF PICKERINGTON, OHIO

By:   
\_\_\_\_\_  
City Manager

Attest:   
\_\_\_\_\_  
Director of Finance

Approved as to form and correctness:  
  
\_\_\_\_\_  
Director of Law