

RESOLUTION NO. 04-20
VILLAGE OF PLAIN CITY, OHIO

A RESOLUTION AUTHORIZING AND DIRECTING THE VILLAGE ADMINISTRATOR, AS THE VILLAGE'S HOUSING OFFICER, TO EXECUTE A COMMUNITY REINVESTMENT AREA ABATEMENT AGREEMENT FOR THE PROPERTY LOCATED AT 134 NORTH CHILLICOTHE STREET.

WHEREAS, an application for a post-1994 community reinvestment area (CRA) property tax abatement under chapter 3735 of the Ohio Revised Code was received by the Village Housing Officer for the property located at 134 North Chillicothe Street; and

WHEREAS, a review was conducted by the Village Housing Officer of the application and the Housing Officer finds that the application meets the guidelines and requirements established by the Village to grant a CRA tax abatement; and

WHEREAS, the Johnathan Alder Local School District Board of Education (the Board) was provided a copy of the application for its review and consent; and

WHEREAS, on December 9, 2019, the Board consented to the granting of said abatement as proposed in the CRA abatement agreement attached hereto as Exhibit A; and

WHEREAS, Chapter 3735 of the Ohio Revised Code requires the legislative authority of the Village to take action to approve said abatement.

NOW THEREFORE, THE MUNICIPALITY OF PLAIN CITY HEREBY RESOLVES:

Section 1. The Village Administrator, as the Village's Housing Officer, is hereby authorized and directed to execute a community reinvestment area abatement agreement for the property located at 134 North Chillicothe Street in general accordance with Exhibit A attached hereto.

Section 2. The Village Administrator is further authorized and directed to take subsequent action, upon execution of said agreement, to fulfill the Village's requirements under said agreement.

Section 3. This Resolution shall be effective from and after the earliest period provided by law.

Passed: March 9, 2020.

Attest: Renee Barnett
Village Fiscal Officer

Doris Lane
Mayor

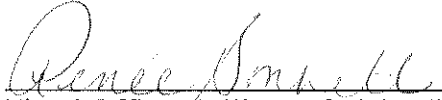
First reading: February 10, 2020.

Second reading: February 24, 2020.

Third reading: March 9, 2020. Vote: 6 yea ___ nay ___ abstain

CERTIFICATE

The undersigned, Fiscal Officer of the Village of Plain City, Ohio, hereby certifies that the foregoing is a true and correct copy of Resolution Number _____, passed by the Council of the Village of Plain City, Ohio on the _____ day of _____, 2020.



Fiscal Officer, Village of Plain City, Ohio

Approved as to form.
Paul Michael-Lafayette
Village Solicitor

EXHIBIT A

COMMUNITY REINVESTMENT AREA ABATEMENT AGREEMENT

This Community Reinvestment Area Abatement Agreement (“**Agreement**”) is made and entered between the VILLAGE OF PLAIN CITY, a municipal corporation with its offices at 213 South Chillicothe Street, Plain City, Ohio 43064 (the “**Village**”), and TIMOTHY D. DAWSON, (“**Owner**”), (both collectively referred to herein as the “**Parties**”) and sets forth the complete understanding of the Parties as to the exemption of real property taxes on improvements made to the Property, defined below, pursuant to the Village’s Community Reinvestment Area exemption program and Ohio Revised Code (“**ORC**”) §§3735.65 *et seq.* (the “**CRA Exemption**”).

WITNESSETH:

WHEREAS, the Village of Plain City, has created a “**Community Reinvestment Area**” pursuant to ORC Chapter 3735; and,

WHEREAS, the Village has encouraged the acquisition and redevelopment of real property in the Plain City Uptown Community Reinvestment Area; and,

WHEREAS, Owner has acquired real property within the Plain City Uptown Community Reinvestment Area and proposes to redevelop said property for the purpose of constructing new restaurant space and event space; and,

WHEREAS, pursuant to ORC §§3735.65 *et seq.*, the Village has the authority to provide, and is desirous of so providing Owner with a CRA Exemption to induce the Project, defined below; and,

WHEREAS, Owner filed an application with the Village on September 25, 2019, which said application is incorporated herein and referenced hereto as part of this Agreement (the “**Application**”), for an exemption from real property taxation of a percentage of assessed valuation of the redeveloped structure to be constructed under the Project, defined below, with such redeveloped structure to be used for commercial purposes; and,

WHEREAS, the Village verified the Application submitted by Owner and determined the construction meets the requirements for such a CRA Exemption; and,

WHEREAS, the Village will include in filings with the Ohio Development Services Agency regarding this matter the application fee, remitted by Owner, as such fee is set forth under ORC §3735.672(C) and Ohio Administrative Code Rule 122:9-1-01; and,

WHEREAS, the Village is required to obtain approval of the CRA Exemption by the Board of Education of the Jonathan Alder Local School District (the “**Board**”), pursuant to ORC §3735.671; and,

WHEREAS, the Village provided the Board with notice of the proposed CRA Exemption on November 6, 2019, pursuant to the requirements set forth under ORC §5709.83; and,

WHEREAS, Owner and the Village acknowledge that this Agreement must be approved by formal action by the Plain City Village Council and the Board as a condition for this Agreement to take effect, with this Agreement thereafter taking effect upon any such approval; and,

WHEREAS, the Plain City Village Council adopted Resolution _____ on _____, 2020, declaring that construction of the Project, defined below, are a public purpose for which exemptions from real property taxation may be granted (the "Improvements"); and,

WHEREAS, Owner and the Village further acknowledge that this Agreement has been entered into prior to the commencement of construction under the Project as defined herein.

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the Parties from the execution hereof, the Parties herein agree as follows:

§1. Project Description. Owner has purchased 134 North Chillicothe Street, Plain City, Ohio 43085, Madison County Auditor Parcel ID 04-00244.000 (the "Property") in fee and will construct new renovated commercial space (the "Project"). The Project will involve a total investment by Owner of approximately six hundred thirty thousand dollars (\$370,000.00).

The Project will commence on or about March 1, 2020 (the "Commencement Date"). It is intended that all construction and improvements will be completed by March 31, 2021.

§2. CRA Exemption. The Village hereby grants Owner a tax exemption equal to a percentage of the assessed valuation of the Property exempted hereunder, for the Improvements made under the Project, for the following period and for the following benefit level:

Exemption Period	Exemption Benefit Level
Twelve (12) Years	One Hundred Percent (100%)

The exemption provided under this §2 commences the first year for which the Property would first be taxable were that property not exempted from taxation under this Agreement. No CRA Exemption hereunder shall commence after tax year 2022 (i.e., tax lien date January 1, 2022), nor extend beyond tax year 2034.

Owner agrees and consents to the Village preparing and filing all necessary applications and supporting documents to obtain the exemption authorized by the CRA Exemption Statutes and the Village. The Village shall perform such acts as are reasonably or legally necessary or appropriate to effect, claim, reserve, and maintain the CRA Exemption granted under this Agreement, including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemption.

§3. Annual Monitoring. Owner shall provide the Plain City Tax Incentive Review Council, organized under ORC §5709.85 (“Plain City TIRC”), any information reasonably required by the Plain City TIRC to evaluate Owner’s compliance with this Agreement, including returns filed pursuant to ORC §5711.02 if requested by the Plain City TIRC.

Pursuant to ORC §3735.671(D), Owner shall remit an annual monitoring and reporting fee payable to the Village at such time as the Plain City TIRC requests information under this §3, with the annual fee equal to the greater of five hundred dollars (\$500.00) or one percent (1%) of the amount of taxes exempted hereunder up to a maximum two thousand five-hundred dollars (\$2,500.00) annually, for each year throughout the term of this Agreement.

§4. Taxes Otherwise Due. Owner shall pay such real property taxes as are not exempted under this Agreement and are charged against the Property and shall file all tax reports and returns as required by law. If Owner fails to pay such taxes or file such returns and reports, exemptions under this Agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.

§5. CRA Exemption Continues. If, for any reason, the Community Reinvestment Area designation expires, or the Director of Development of the State of Ohio revokes his or her confirmation of the area, or the Village revokes the designation of the area, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless Owner materially fails to fulfill its obligations under this Agreement and the Village terminates or modifies the CRA Exemption pursuant to this Agreement.

§6. Certifications. Pursuant to ORC §3735.671(C)(3), Owner hereby certifies that at the time this Agreement is executed, Owner does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which Owner is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the ORC, or, if such delinquent taxes are owed, Owner currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, *et seq.*, or such a petition has been filed against Owner. For the purposes of this §6, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the ORC chapter governing payment of those taxes.

§7. Failure to Comply. If Owner materially fails to fulfill its obligations under this Agreement, or if the City determines that the certification under §6, above, is fraudulent, the Village may terminate or modify the CRA Exemption under this Agreement, and may require the repayment of the amount of taxes that would have been payable had the Property not been exempted from taxation under this Agreement. Repayment of taxes under this §7 may be secured by the Village by a lien placed on the Property in the amount required to be repaid hereunder, and such lien shall attach, and may be perfected, collected and enforced in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as such.

§8. Discontinuing Operations. If Owner discontinues operations at the Property prior to the expiration of the term of this Agreement, Owner and any successor or any related member shall not enter into an agreement under ORC §§3735.671, 5709.62, 5709.63 or 5709.632 within five years after such discontinuation. The CRA Exemption granted under this Agreement shall be revoked if it is determined that Owner, any successor to that person, or any related member has violated the prohibition against entering into this Agreement under ORC §§3735.671(E), 5709.62 or 5709.63 prior to the time prescribed by that division of either of those sections. For purposes of this §9, “successor” and “related member” have meanings as defined in ORC §3735.671(E).

§9. Non-Discriminatory Hiring Practices. As required under ORC §5709.85(D), and by executing this Agreement, Owner is hereby committing to offer equal opportunity and equal consideration to all persons who seek employment with Owner, that no individual will be discriminated against on the basis of race, color, ancestry, religion, creed, national origin, age, sex, veteran status, disability, and/or any other characteristic protected by applicable federal, State or local law.

§10. Agreement Not Transferrable. This Agreement is not transferrable or assignable without the express, written approval of the Village, which such approval shall not be unreasonably withheld.

§11. Non-Waiver. No failure by the Village to enforce its rights or seek its remedies under this Agreement upon any non-compliance or default by Owner shall affect or constitute a waiver of the Village’s rights to enforce that right or seek that remedy.

§12. Miscellaneous.

(a) **Notices.** Except as otherwise specifically set forth in this 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 or if hand-delivered or sent by a 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 Agreement or any addendum to or counterpart of this 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 Agreement, Notices shall be addressed to:

If to Village: Village of Plain City
 Attn: Village Administrator
 213 South Chillicothe Street
 Plain City, OH 43064

If to Owner: Timothy D. Dawson
 490 Wilderness Drive
 Marysville, OH 43040

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.

(b) Extent of Provisions: No Personal Liability. All rights, remedies, representations, warranties, covenants, agreements and obligations of the Village under this Agreement shall be effective to the extent authorized and permitted by applicable law. No representation, warranty, covenant, agreement, obligation, or stipulation contained in this Agreement shall be deemed to constitute a representation, warranty, covenant, agreement, obligation or stipulation of any present or future official, member, officer, agent or employee of the Village or Owner in other than his or her official capacity. No official executing or approving the Village's or Owner's participation in this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the issuance thereof.

(c) Amendments. This Agreement may only be amended by a written instrument executed by both Parties.

(d) Executed Counterparts. 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.

(e) Severability. In case any section or provision of this Agreement, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason:

(i) that illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into, or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein;

(ii) the illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof; and

(iii) each section, provision, covenant, agreement, obligation or action, or part thereof shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the fullest extent permitted by law.

(f) Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of the Agreement.

(g) Governing Law and Choice of Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio or applicable federal law. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Company, its employees and agents, arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Franklin County, Ohio.

Madison

In witness thereof, the Parties have caused this Agreement to be executed this _____ day of _____, 2020.

VILLAGE OF PLAIN CITY

TIMOTHY D. DAWSON

By: _____
Nathan E. Cahall, Village Administrator

By: _____

PROPOSED AGREEMENT for Community Reinvestment Area Tax Incentives between the Village of Palm City located in the County of Madison and Timothy Dawson.

1. a. Name of property owner, home or main office address, contact person, and telephone number (attach additional pages if multiple enterprise participants).

Enterprise Name _____ Timothy Dawson
Contact Person

134 N Chullicoke St 937-243-4148
Address Telephone Number

- b. Project site:

134 N Chullicoke _____
Contact Person

Address Telephone Number

2. a. Nature of commercial/industrial activity (manufacturing, warehousing, wholesale or retail stores, or other) to be conducted at the site.

Retail Space / Commercial

- b. List primary 6 digit North American Industry Classification System (NAICS) # _____

Business may list other relevant SIC numbers. _____

- c. If a consolidation, what are the components of the consolidation? (must itemize the location, assets, and employment positions to be transferred: _____

d. Form of business of enterprise (corporation, partnership, proprietorship, or other).

Sole Owner

3. Name of principal owner(s) or officers of the business.

Timothy Dawson

4. a. State the enterprise's current employment level at the proposed project site:

b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Yes ___ No

c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:

d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees):

N/A

e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets:

N/A

f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated?

N/A

5. Does the Property Owner owe:

a. Any delinquent taxes to the State of Ohio or a political subdivision of the state?
Yes ___ No

b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State? Yes ___ No

c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not?
Yes ___ No

d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets).

6. Project Description: _____

7. Project will begin October, 2019 and be completed October, 2020 provided a tax exemption is provided.

8. a. Estimate the number of new employees the property owner will cause to be created at the facility that is the project site (job creation projection must be itemized by the name of the employer, full and part-time and permanent and temporary):
5 New Employees

b. State the time frame of this projected hiring: 1 yrs.

c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees):
March 2020

9. a. Estimate the amount of annual payroll such new employees will add \$ 60,000⁰⁰ (new annual payroll must be itemized by full and part-time and permanent and temporary new employees).

b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project: \$ 0

10. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:

A. Acquisition of Buildings:	\$	65,000 ⁰⁰
B. Additions/New Construction:	\$	
C. Improvements to existing buildings:	\$	250,000 ⁰⁰
D. Machinery & Equipment:	\$	40,000 ⁰⁰
E. Furniture & Fixtures:	\$	10,000 ⁰⁰
F. Inventory:	\$	5,000 ⁰⁰
Total New Project Investment:	\$	370,000⁰⁰

11. a. Business requests the following tax exemption incentives: 100 % for 12 years covering real prop as described above. Be specific as to the rate, and term.

b. Business's reasons for requesting tax incentives (be quantitatively specific as possible)

Improve Downtown Building and revitalize the Area creating economic improvement to all downtown businesses and increased property values

Submission of this application expressly authorizes Village of Plain City to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item # 5 and to review applicable confidential records. As part of this application, the property owner may also be required to directly request from the Ohio Department of Taxation, or complete a waiver form allowing the Department of Taxation to release specific tax records to the local jurisdiction considering the request.

The Applicant agrees to supply additional information upon request.

The Applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C) (1) and 2921.13(D) (1) penalties for falsification which could result in the forfeiture of all current and future economic

development assistance benefits as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

Timothy Dawson
Name of Property Owner

9/25/19
Date

Timothy Dawson
Signature

Timothy Dawson - Owner
Typed Name and Title

* A copy of this proposal must be forwarded by the local governments to the affected Board of Education along with notice of the meeting date on which the local government will review the proposal. Notice must be given a minimum of fourteen (14) days prior to the scheduled meeting to permit the Board of Education to appear and/or comment before the legislative authorities considering the request.

** Attach to Final Community Reinvestment Area Agreement as Exhibit A

Please note that copies of this proposal must be included in the finalized Community Reinvestment Area Agreement and be forwarded to the Ohio Department of Taxation and the Ohio Development Services Agency within fifteen (15) days of final approval.

