

ORDINANCE NO. 2016-070

AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR OF THE CITY OF FINDLAY, OHIO, TO ENTER INTO AN AGREEMENT WITH THE BOARD OF TOWNSHIP TRUSTEES FOR MARION TOWNSHIP, HANCOCK COUNTY, OHIO, FOR REVENUE SHARING PURSUANT TO RESOLUTION NO. 19-1995.

WHEREAS, the Ranzau/McLane annexation has previously been annexed to the City of Findlay, Ohio, and;


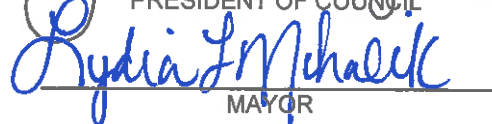
WHEREAS, Council previously has agreed to share a certain amount of tax revenue with the Board of Township Trustees for Marion Township pursuant to Resolution No. 24-2001 and entered into pursuant to Ohio Revised Code §709.191, and;

WHEREAS, it is now the desire of this Council to amend the Master Agreement For Revenue Sharing, dated August 10, 2001, to provide that whenever the City of Findlay requests that large tracts of undeveloped land in Marion Township be annexed into the City of Findlay for the purpose of securing land for future economic development within the City of Findlay, i.e. for future industrial parks, and such annexation is authorized by the board of county commissioners, the City of Findlay agrees to pay Marion Township 1.6 mils of tax from the assessed valuation of any parcel(s) annexed into the City of Findlay from Marion Township (excluding residential property which will continue to be paid as set forth in Section 4 of the Master Agreement dated the 10th day of August, 2001) for a period of fifteen (15) years.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Findlay, State of Ohio:

SECTION 1: That the Service-Safety Director of the City of Findlay, Ohio, be and he hereby is authorized to enter into an amendment of the Master Agreement for Revenue Sharing, dated August 10, 2001, with the Board of Township Trustees for Marion Township, Hancock County, Ohio. A complete and accurate copy of said Amendment is attached hereto and incorporated herein as if same were fully rewritten herein as "Exhibit A."

SECTION 2: This Ordinance shall be in full force and effect after the earliest period provided by law.


PRESIDENT OF COUNCIL

MAYOR

PASSED: July 19, 2016

ATTEST: Devin DeRose
CLERK OF COUNCIL

APPROVED: July 19, 2016

EXHIBIT A

In accordance with the Revenue Sharing Agreement authorized by Resolution No. 024-2001, the City had agreed to pay to Marion Township 1.6 mils from the assessed valuation of any parcel(s) agreed to pay. The City of Findlay has agreed to pay Marion Township 1.6 mils of tax from the assessed valuation of any such parcel(s) annexed into the City of Findlay from Marion Township (excluding residential property which will continue to be paid as set forth in Section 4 of the Master Agreement dated the 10th day of August, 2001) for a period of twelve (12) years.

The City of Findlay has agreed that effective October 1, 2014, whenever the City of Findlay requests that large tracts of undeveloped land in Marion Township be annexed into the City of Findlay for the purpose of securing land for future economic development within the City of Findlay, i.e. for future industrial parks, and such annexation is authorized by the board of county commissioners, the City of Findlay agrees to pay Marion Township 1.6 mils of tax from the assessed valuation of any parcel(s) annexed into the City of Findlay from Marion Township (excluding residential property which will continue to be paid as set forth in Section 4 of the Master Agreement dated the 10th day of August, 2001) for a period of fifteen (15) years.

Said payments shall commence in the tax year following the year said parcel(s) was annexed to the City of Findlay. However, if said parcel(s) are entitled to tax increment financing or some other type of tax deferral, including but not limited to benefits under a community reinvestment area (CRA) agreement, then in such event the fifteen (15) year period shall not commence until said tax deferral has been completed and the annexed parcel(s) is being fully taxed at its assessed value as initially improved and/or developed beyond the development of infrastructure improvements. Subsequent improvement and/or development to the same real estate parcel, as identified by the Hancock County Auditor, even if it occurs prior to the end of said fifteen (15) year period of deferral, shall not be subject to this agreement. Subsequent improvement and/or development beyond the initial development of infrastructure improvements to a different real estate parcel, as identified by the Hancock County Auditor, shall be subject to this agreement.

For purposes of these examples, the fifteen (15) year period of payment shall be referred to as the "Payment Period."

Example #1

ABC Company acquires vacant parcel and builds its manufacturing plant. The Payment Period shall commence in accordance with the agreement as set forth above. **Explanation:** Said payments shall commence in the tax year following the year said parcel(s) was annexed to the City of Findlay. However, if said parcel(s) is entitled to tax increment financing or some other type of tax deferral, including but not limited to benefits under a community reinvestment area (CRA) agreement, then in such event, the fifteen (15) year period shall not commence until said tax deferral has been completed and the annexed parcel(s) is being fully taxed at its assessed value as *initially improved and/or developed beyond the development of infrastructure improvements*.

Example #2

If ABC Company expands its physical presence on said previously owned parcel, even if said expansion occurs prior to commencement of the initial Payment Period, no payments shall be due to Marion Township based upon or as a result of said expansion. **Explanation:** *Subsequent improvement and/or development to the same real estate parcel, as identified by the Hancock County Auditor, even if it occurs prior to the end of said fifteen (15) year period of deferral, shall not be subject to this agreement.*

Example #3

ABC Company decides to expand its physical presence. ABC Company acquires an additional parcel to build upon. Whether or not it is adjacent to or abutting said original parcel, the Payment Period for the additional parcel shall commence as set forth above. **Explanation:** *Subsequent improvement and/or development beyond the initial development of infrastructure improvements to a different real estate parcel, as identified by the Hancock County Auditor, shall be subject to this agreement.*

Example #4

ABC Company decides to expand its physical presence. ABC Company decides to split its original parcel into two (2) parcels and build on the newly created parcel. The Payment Period for the newly created parcel shall commence as set forth above. **Explanation:** *Subsequent improvement and/or development beyond the initial development of infrastructure improvements to a different real estate parcel, as identified by the Hancock County Auditor, shall be subject to this agreement.*

AMENDMENT TO THE MASTER AGREEMENT FOR REVENUE SHARING DATED AUGUST 10, 2001

This agreement is entered into this ____ day of _____, 2016, by and between the City of Findlay, Ohio and Marion Township, Hancock County, Ohio who voluntarily enter into this agreement to amend the Master Agreement for Revenue Sharing, dated August 10, 2001, which was previously authorized by Resolution No. 24-2001 and entered into pursuant to Ohio Revised Code §709.191. Said Master Agreement for Revenue Sharing shall hereby be amended as follows:

That effective October 1, 2014, whenever the City of Findlay requests that large tracts of undeveloped land in Marion Township be annexed into the City of Findlay for the purpose of securing land for future economic development within the City of Findlay, i.e. for future industrial parks, and such annexation is authorized by the board of county commissioners, the City of Findlay agrees to pay Marion Township 1.6 mils of tax from the assessed valuation of any parcel(s) annexed into the City of Findlay from Marion Township (excluding residential property which will continue to be paid as set forth in Section 4 of the Master Agreement dated the 10th day of August, 2001) for a period of fifteen (15) years. Said payments shall commence in the tax year following the year said parcel(s) was annexed to the City of Findlay.

However, if said parcel(s) are entitled to tax increment financing or some other type of tax deferral, including but not limited to benefits under a community reinvestment area (CRA) agreement, then in such event the fifteen (15) year period shall not commence until said tax deferral has been completed and the annexed parcel(s) is being fully taxed at its assessed value as initially improved and/or developed beyond the development of infrastructure improvements. Subsequent improvement and/or development to the same real estate parcel, as identified by the Hancock County Auditor, even if it occurs prior to the end of said fifteen (15) year period of deferral, shall not be subject to this agreement. Subsequent improvement and/or development beyond the initial development of infrastructure improvements to a different real estate parcel, as identified by the Hancock County Auditor, shall be subject to this agreement.

Further, the fifteen (15) year period shall be stayed and shall not apply to any parcel annexed until the tax year following the year said property shows an increase in valuation due to the property being initially improved and/or developed beyond the development of infrastructure improvements.

All other provisions set forth in the Revenue Sharing agreement between the City of Findlay, Ohio and the Board of Trustees of Marion Township authorized by Resolution No. 24-2001, not otherwise in conflict herewith, shall remain in full force and effect and the revenue

sharing provisions set forth in said agreement shall remain in full force and effect as it relates to property annexed to the City of Findlay from Marion Township, Hancock County, Ohio.

IN WITNESS WHEREOF, the City of Findlay, Ohio has hereunto set its hand and seal the _____ day of _____, 2016.

Signed in the presence of:

THE CITY OF FINDLAY, OHIO

ACCEPTANCE

IN WITNESS WHEREOF, the Board of Township Trustees of Marion Township, Hancock County, Ohio hereby approve and accept the terms and conditions of the within agreement this _____ day of _____, 2016.

Signed in the presence of:

BOARD OF TOWNSHIP TRUSTEES
MARION TOWNSHIP, HANCOCK COUNTY, OHIO

John Wolf, Chairman

Robert Johnston, Vice-Chair

Jim Goshe, Trustee