



## Legislation Text

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**File #: 2523-2022, Version: 1**

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**BACKGROUND:** The need exists to amend Ordinance No. 1503-2021 (the “**Second Ordinance**”), approved by Columbus City Council (“**Council**”) on June 21, 2021. The **Second Ordinance** authorized the Director of the Department of Development to amend and restate the City of Columbus Jobs Incentive Agreement (“**JGI AGREEMENT**”) with Northwest Bank. An amendment is now required to revise the 90-day window needed to execute the First Amendment to the **JGI AGREEMENT** and to add 3 Easton Oval, Columbus, Ohio 43219 as an additional site location.

**Council**, by Ordinance No. 0422-2020 (the “**Ordinance**”), approved on March 2, 2020, authorized the Director of the Department of Development of the City of Columbus (“**CITY**”) to enter into the **JGI AGREEMENT** with Northwest Bank (the “**GRANTEE**”).

Additionally, the **CITY** entered into a Downtown Office Incentive Agreement (“**DOI AGREEMENT**”) with the **GRANTEE** effective June 30, 2020. **Council** approved the **DOI AGREEMENT** by Ordinance No. 0443-2020, adopted March 1, 2020.

Per an offer letter from the **CITY** dated October 29, 2020 and an acceptance letter to the **CITY** from the **GRANTEE** dated January 7, 2021 and through additional correspondence, the **GRANTEE** indicated they planned to expand their original commitment by moving their full headquarters operations from Warren, Pennsylvania to Columbus, dissolving the **DOI AGREEMENT** and relocating, expanding and consolidating all operations to its Easton location.

The **DOI AGREEMENT** was dissolved by Ordinance No. 1502-2021, approved by **Council** on June 14, 2021.

Prior to executing the First Amendment to the **JGI AGREEMENT**, the **GRANTEE** notified the **CITY** that the **GRANTEE**’s corporate headquarters (HQ) is located at a different address than its fulfillment center. The **GRANTEE**’s corporate HQ is located at 3 Easton Oval, Columbus, Ohio 43219, which is not part of the current **JGI AGREEMENT**’s Project Site; therefore, any job growth at this particular location would not qualify to receive any tax savings benefits. The **GRANTEE** is requesting that its new corporate HQ location be added to the **JGI AGREEMENT**’s Project Site.

As a result, the need exists to now amend the **Second Ordinance**. The **GRANTEE** is requesting the **Second Ordinance** be amended to include 3 Easton Oval, Columbus, Ohio 43219 as an additional location to the **JGI AGREEMENT**. The **GRANTEE** will create and retain employees in two separate locations, 1 Easton Oval and 3 Easton Oval, Columbus, Ohio 43219. This change will not impact the scope of the project as authorized by **Council**. All job retention, job creation, and investment commitments remain unchanged.

This legislation is requested to be considered as an emergency in order to authorize the Director of the Department of Development to amend the **Second Ordinance** to (i) revise the 90-day period needed to execute the First Amendment to the City of Columbus Jobs Growth Incentive Agreement to 90-days after passage from this ordinance and (ii) to add 3 Easton Oval, Columbus, Ohio 43219 as an additional location to the Project Site, in as expedient a manner as possible so as to allow for the inclusion of the employees located at the additional location for reporting and compliance purposes.

### **FISCAL IMPACT:**

No funding is required for this legislation.

To amend Ordinance No. 1503-2021, approved by Columbus City Council on June 21, 2021, for the purposes of (i) revising the 90-day period needed to execute an amendment to the City of Columbus Jobs Growth Incentive Agreement to 90 days after passage from this ordinance and (ii) revising the Project Site to include 3 Easton Oval, Columbus, Ohio; and to declare an emergency. **(AMENDED BY ORD. 1521-2022 PASSED 10/03/2022) BA**

**WHEREAS**, Columbus City Council (“**Council**”), by Ordinance No. 0422-2020 (the “**Ordinance**”), approved on March 2, 2020, authorized the Director of the Department of Development of the City of Columbus (“**CITY**”) to enter into a Jobs Growth Incentive Agreement (the “**JGI AGREEMENT**”) with Northwest Bank (the “**GRANTEE**”); and

**WHEREAS**, the **CITY** additionally entered into a Downtown Office Incentive Agreement (“**DOI AGREEMENT**”) with the **GRANTEE** effective June 30, 2020. **Council** approved the **DOI AGREEMENT** by Ordinance No. 0443-2020, adopted March 1, 2020; and

**WHEREAS**, per an offer letter from the **CITY** dated October 29, 2020 and an acceptance letter to the **CITY** from the **GRANTEE** dated January 7, 2021 and through additional correspondence, the **GRANTEE** indicated they planned to expand their original commitment by moving their full headquarters operations from Warren, Pennsylvania to Columbus, dissolving the **DOI AGREEMENT** and consolidating all operations at its new Easton location; and

**WHEREAS**, the **DOI AGREEMENT** was dissolved by Ordinance No. 1502-2021, approved by **Council** on June 14, 2021; and

**WHEREAS**, prior to the execution of the First Amendment to the **JGI AGREEMENT**, the **GRANTEE** notified the **CITY** that the **GRANTEE**’s corporate headquarters (HQ) is located at a different address than its fulfillment center. The corporate HQ is located at 3 Easton Oval, Columbus, Ohio 43219, which is not part of the current **JGI AGREEMENT**. The **GRANTEE** is requesting that its corporate HQ address be added to the **JGI AGREEMENT** as an additional location to the **JGI AGREEMENT**’s Project Site; and

**WHEREAS**, the need exists to now amend the **Second Ordinance**, which was approved by **Council** on June 21, 2021; and

**WHEREAS**, the **GRANTEE** is requesting the **Second Ordinance** be amended to include 3 Easton Oval, Columbus, Ohio 43219 as an additional location to the tax incentive. The **GRANTEE** will create and retain employees in two separate locations that are in close proximity to each other, 1 Easton Oval and 3 Easton Oval, Columbus, Ohio 43219. This change will not impact the scope of the project as authorized by **Council**. All job retention, job creation, and investment commitments remain unchanged; and

**WHEREAS**, an emergency exists in the usual daily operation of the Department of Development in that it is immediately necessary to seek an amendment from Columbus City Council for Ordinance No. 1503-2021 to (i) revise the window to execute the Agreement to 90 days after passage from this ordinance, and (ii) add 3 Easton Oval, Columbus Ohio 43219 as an additional location to the **JGI PROJECT SITE**, thereby preserving the public health, property, safety and welfare, **NOW THEREFORE**,

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBUS:**

**SECTION 1.** That Ordinance No. 1503-2021 is hereby amended to include 3 Easton Oval, Columbus, Ohio 43219 as an additional location to the Project Site.

**SECTION 2.** That Section 3 of Ordinance No. 1503-2021 is hereby amended to revise the 90-day window needed to execute the First Amendment to the City of Columbus Jobs Growth Incentive Agreement to 90 days after

the passage of this proposed ordinance.

**SECTION 3.** That the remaining terms of the Jobs Growth Incentive Agreement remain in full effect relative to the Ordinance.

**SECTION 4.** That the First Amendment to the City of Columbus Jobs Growth Incentive Agreement be signed by Northwest Bank within 90 days of passage of this ordinance, or this ordinance and the credit herein shall be null and void.

**SECTION 5.** For the reasons stated in the preamble hereto, which is made a part hereof, this ordinance is hereby declared to be an emergency measure and shall take effect and be in force from and after passage and approval by the Mayor, or ten (10) days after passage if the Mayor neither approves nor vetoes the same.