

# **REFUGEE ROAD IMPROVEMENT PROJECT MEMORANDUM OF UNDERSTANDING**

## **RECITALS/PROJECT DESCRIPTION**

1. The Refugee Road Improvement Project is a 6400 ft. refurbishing and widening of Refugee Road between Etna Parkway and Mink Street (“the Project”).
2. In 2019, TPA Group contacted the City of Pataskala about a plan to build a cross-dock type facility at the corner of Mink Road and Refugee Road. Before purchasing the two parcels, TPA Group realized there would need to be discussions as to how traffic would access the cross-dock type facility. The facility is expected to employ up to 300 workers and handle a significant number of trucks.
3. While the City of Pataskala investigated the process of legislation to grant a tax abatement, TPA, Group, who previously built the Ashley Furniture property in Etna Township, reached out to Etna and the County TID. The main question from that conversation was: “what are the chances of a large-scale cooperative venture to make the necessary road improvements a reality?”. The main players were soon identified, and the Refugee Road Working Group was formed.
4. The Refugee Road Working Group (“the Group”), which consists of representatives of Pataskala, Etna Twp., the County Engineer, the Licking County Commissioners, the Licking County TID, Pataskala’s Engineer (Hull & Assoc.), and (initially) the developer, first met to determine a course of action and identify the Project’s needs and possible costs. The Group has met over 20 times.
5. The Project includes a series of improvements to Refugee Road, from Mink Street to Etna Parkway including:
  - a. *A reconstruction and widening of Refugee Road to 3 lanes through this section.*
  - b. *A major round about at the Etna Parkway/Refugee Road intersection*
  - c. *A major round about at the Mink Street/Refugee Road intersection.*
  - d. *Associated necessary drainage concerns*

Refugee Road is the dividing line between the City of Pataskala to the North and Etna Township, Licking County to the South. Although each governmental entity owns “half” of the road (split north/south), the Township and the City have delineated maintenance sections that each plows and maintains. The Project is within the Pataskala section. A road development agreement between TPA Group and the City of Pataskala set deadlines for commencement (September 2022) and completion (December 31, 2023).

6. The Project will be built primarily within the public right-of-way within the City of Pataskala and the Township of Etna in Licking County Ohio. The Licking County TID will be the Project's coordinator, while the Licking County Engineer and the City of Pataskala Engineer will have inspection/review responsibilities.
7. It is anticipated that right-of-way and property acquisitions will be necessary.

### **PURPOSE OF THE MOU**

The intent of the MOU is to outline the anticipated financial commitment of Etna Township and the City of Pataskala for the Project. This MOU is not a binding agreement between the Parties, but instead solely reflects the Parties' intentions in terms of government cooperation with respect to development of the Project at the time of execution. This MOU will become effect on the date last executed below.

1. *Project Development*

*Although the design of the Project was undertaken to assist with a single development, it is apparent the upgrade to this stretch of road will allow for development in multiple parcels in both Etna Township and the City of Pataskala. It will also allow Global Way to connect with Refugee Road and allow those buildings at the north end of the Etna Corporate Park to utilize Etna Parkway. (Global Way currently ends in a cul-de-sac 10 feet from Refugee Road.)*

2. *Project Cost*

One of the Group's tasks was to develop a cost estimate for the Project. After a series of meetings identifying what would be needed to complete the Project, Hull and Associates, was tasked with developing a cost estimate. Hull and Associates analyzed the plan and returned with an estimate of \$11,000,000.00.

3. *Project Funding*

Working on behalf of the government entities, and as project lead, the Licking County TID identified multiple funding sources. The Project can be paid for only by splitting the cost between Licking County, the City of Pataskala, and Etna Township as follows:

City of Pataskala

\$1,100,000 = Red Rock Development contribution  
\$1,500,000 = TPA Group Development contribution  
\$ 400,000 = OPWC Grant  
\$3,500,000 = Pataskala SIB loan (not to exceed \$3,500,000)  
\$6,500,000 = Total Contribution

Etna Township

\$3,500,000 = Etna SIB loan (not to exceed \$3,500,000)

Licking County

\$ 210,000 = TID Grants for Right of Way

\$1,000,000 = only if the total cost of the Project exceeds \$10,000,000.00

4. *Intergovernmental Agreement*

It is the intent of Licking County, the City of Pataskala, and Etna Township that the successful completion of this MOU shall be followed by the completion of an Intergovernmental Agreement (IGA) for the Project. This IGA has already been created, signed by Pataskala, and provided to Etna Township and the Licking County TID for review and signature. The IGA will serve as the legally binding document that describes the full terms and responsibilities of all of the public entities that are parties to the project.

5. *Intent for Intergovernmental Cooperation*

Licking County, the City of Pataskala, and Etna Township recognize the value of working together to achieve common goals, and while this MOU does not cover future projects at the shared border and maintenance area of Refugee Road, it is the intent of the parties that they will operate in good faith and look into similar terms for the funding and implementation of future projects. The Parties also recognize the current status of the Refugee Road maintenance agreement has been considered to be satisfactory at the present time, but the potential for future renegotiations of terms is recognized.

This MOU may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The Parties further agree that facsimile signatures and signatures provided electronically in .pdf format by the Parties shall be binding to the same extent as original signatures.

CITY OF PATASKALA

TOWNSHIP OF ETNA

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

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

Title:

Title:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

LICKING COUNTY

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

Title:

Date: \_\_\_\_\_