

RECORD OF ORDINANCES

*Ordinance No. _____**Passed _____, _____***RESOLUTION NO. 81-25**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO
ENTER INTO A DEVELOPMENT AGREEMENT
WITH THE SIDNEY CITY SCHOOLS AND UPPER VALLEY CAREER
CENTER BOARDS OF EDUCATION REGARDING COMMUNITY
REINVESTMENT AREA TAX ABATEMENT
FOR AMAZON DATA SERVICES, INC.**

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
SIDNEY, OHIO:**

SECTION 1. That the City Manager be and he is hereby authorized and directed to enter into a Development Agreement with the Sidney City Schools and Upper Valley Career Center Boards of Education regarding a CRA Tax Abatement for Amazon Data Services, Inc.

SECTION 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this legislation were adopted in open meeting of this Council; and, that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Revised Code Section 121.22.

Ordinance No. RES 81-25

Passed _____, _____

SECTION 3. That this Resolution shall be in full force and effect from and after the earliest period allowed by law.

Passed this 27th day of October, 2025.



Mayor

Attest:



Clerk

DEVELOPMENT AGREEMENT

City of Sidney / Sidney City Schools / Upper Valley Career Center

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into this 27th day of October, 2025, by and between:

- **The City of Sidney, Ohio** (“City”), an Ohio municipal corporation, duly organized and existing under the laws of the State of Ohio, with its principal offices at 201 W. Poplar Street, Sidney, Ohio 45365; and
- **The Board of Education of the Sidney City School District, Shelby County, Ohio** (“School District”), a public school district duly organized and existing under the laws of the State of Ohio, with its principal offices at 750 S. Fourth Avenue, Sidney, Ohio 45365.
- **The Board of Education of the Upper Valley Career Center, Shelby County, Ohio** (“Upper Valley”), a public school district duly organized and existing under the laws of the State of Ohio, with its principal offices at 8811 Career Drive, Piqua, OH 45356.

The City, the School District, and Upper Valley are sometimes referred to herein collectively as the “Parties” and individually as a “Party.”

(a) **RECIALS**

WHEREAS, the City has approved and entered into a Community Reinvestment Area (“CRA”) Agreement with Amazon Data Services, Inc (“the Company”) with respect to its Project Rey data center investment located within the City of Sidney, Ohio (the “Project”);

WHEREAS, the CRA Agreement, a copy of which has been provided to the School District and Upper Valley, provides for a **100% real property tax exemption for thirty (30) years** (“the **Exemption**”), in accordance with Chapter 3735 of the Ohio Revised Code, conditioned upon the Company maintaining the CRA Agreement in good standing;

WHEREAS, in consideration of said exemption, the Company has agreed to make **Payments in Lieu of Taxes** (“the **PILOTs**”) and an additional payment (collectively with the PILOTs, the “Total Payments”) in the aggregate amount of **Fifty Million Dollars (\$50,000,000.00)** (“the Total Payment Revenue”);

WHEREAS, the Parties desire to establish the binding terms of distribution of such Total Payment Revenue, in accordance with applicable law, including the required allocation to Upper Valley; and

WHEREAS, the Parties acknowledge that this Agreement is made solely with respect to the Project and shall not extend to or create precedent for any other agreements or future projects.

WHEREAS, as set forth in the CRA Agreement, the Company desires to encourage the City, the School District and Upper Valley to cooperate in and support granting the Exemption under the CRA Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained including the community's willingness to approve the CRA Agreement and the Exemption to incentivize Project Rey, the Parties agree as follows:

(b) AGREEMENT

(i) 1. Total Payments

1.1 Pursuant to the terms of the City's CRA Agreement with the Company, the Company is obligated to make Total Payments of **\$50,000,000** to the City, in accordance with the CRA Agreement.

(ii) 2. Distribution of Total Payment Revenue

2.1 The Parties agree that the Total Payment Revenue shall be distributed as follows:

- **Fifty percent (50%) to the City of Sidney;**
- **Fifty percent (50%) to the Sidney City Schools and Upper Valley.**

2.2 The attached **Distribution Schedule (Exhibit A)** shall outline the annual payment allocation between the City, School District, and Upper Valley, subject to the terms of the CRA Agreement.

2.3 The City shall issue payment to the School District and Upper Valley within thirty (30) days of the date it receives payment from the Company pursuant to the City's CRA Agreement with the Company. Except for the case where a payment is delayed as a result of a failure to pay by the Company, any late payments owed by the City to the School District and/or Upper Valley shall bear interest at the then current rate established under Sections 323.121(B)(a) and 5703.47 of the Ohio Revised Code, as the same may be amended from time to time, or any successor provisions thereto, as the same may be amended from time to time.

(iii) 3. Consents and Waivers

3.1 In consideration of the execution of this Development Agreement, the School District and Upper Valley each hereby (a) irrevocably approves all exemptions that may be granted pursuant to the CRA Agreement including the Exemption; (b) irrevocably waives any notice requirements set forth in Ohio Revised Code Sections 3735.671, 5709.83 and 5715.27 with respect to the Exemption or the CRA Agreement; (c) irrevocably waives any rights to grant any approvals with respect to the CRA Agreement as may be required by R.C. 3735.671; and (d) irrevocably waives any defects or irregularities related to the authorization of the Exemption or the CRA Agreement, including without limitation any notification requirements.

(iv) 4. Other Taxes

4.1 All other taxes, including but not limited to unabated real property taxes, income taxes, sales taxes, and applicable statutory distributions, shall be handled in accordance with Ohio law and any separate agreements in place.

4.2 Nothing in this Agreement shall alter or amend any income tax sharing agreements or other revenue-sharing arrangements lawfully applicable to the Project, including but not limited to the Income Tax Sharing Agreement attached hereto as Exhibit B. The City, the School District, and Upper Valley acknowledge and agree that this Development Agreement and the Income Tax Sharing Agreement provide for the entirety of the compensation to which the City, the School District, and Upper Valley may be entitled in connection with the Exemption granted pursuant to the CRA Agreement.

(v) 5. Term and Binding Effect

5.1 This Agreement shall remain in full force and effect for the duration of the CRA Agreement between the City and the Company, unless otherwise terminated by mutual written agreement of the Parties.

5.2 This Agreement shall be legally binding upon the Parties, their successors, and assigns, for the remainder of the CRA Agreement term.

(vi) 6. Miscellaneous

6.1 Entire Agreement. This Agreement constitutes the entire understanding between the Parties regarding PILOT Payments for the Project.

6.2 Amendments. This Agreement may only be amended in writing, duly approved and executed by both Parties.

6.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

6.4 Non-Precedent. This Agreement applies solely to Project Rey and shall not be construed to establish any precedent for future agreements.

(c) SIGNATURES

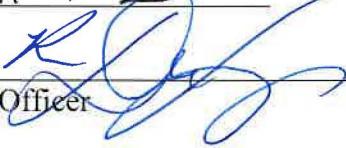
IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

CITY OF SIDNEY, OHIO

By:

Jon Crusey, City Manager

A handwritten signature in blue ink, appearing to read "Jon Crusey", is placed over a horizontal line. The line starts under the "By:" label and ends under the "City Manager" label.

Date: 11-4-25
Attest: 
Finance Officer

BOARD OF EDUCATION OF THE SIDNEY CITY SCHOOL DISTRICT

By: _____
Gregory Snyder, Superintendent

Date: _____

Attest: _____
Treasurer

BOARD OF EDUCATION OF THE UPPER VALLEY CAREER CENTER

By: _____
Jason Haak, Superintendent

Date: _____

Attest: _____
Treasurer

Exhibit A – PILOT Distribution Schedule

(To be attached: A year-by-year breakdown of total PILOT Payments, 50% to City, 50% to School District, with School's share subject to UVCC distribution per law.)

EXHIBIT A

Date: 11/10/25

Attest: 

Finance Officer

BOARD OF EDUCATION OF THE SIDNEY CITY SCHOOL DISTRICT

By: Gregory E. Snyder
Gregory Snyder, Superintendent

Date: October 20, 2025

Attest: Michael P. Mathews
Treasurer

BOARD OF EDUCATION OF THE UPPER VALLEY CAREER CENTER

By: _____
Jason Haak, Superintendent

Date: _____

Attest: _____
Treasurer

Exhibit A – PILOT Distribution Schedule

(To be attached: A year-by-year breakdown of total PILOT Payments, 50% to City, 50% to School District, with School's share subject to UVCC distribution per law.)

+ separate payment

CITY OF SIDNEY, OHIO

By: _____

Date: _____

Attest: _____
Finance Officer

BOARD OF EDUCATION OF THE SIDNEY CITY SCHOOL DISTRICT

By: _____
Gregory Snyder, Superintendent

Date: _____

Attest: _____
Treasurer

BOARD OF EDUCATION OF THE UPPER VALLEY CAREER CENTER

By: Jason Haak
Jason Haak, Superintendent

Date: 10/28/2025

Attest: Anthony Gabley
Treasurer

Exhibit A – PILOT Distribution Schedule

(To be attached: A year-by-year breakdown of total PILOT Payments, 50% to City, 50% to School District, with School's share subject to UVCC distribution per law.)

a separate payment

	<u>Percentage</u>	<u>Total</u>	<u>Up Front</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>
City	50.00%	\$25,000,000.00	\$4,000,000.00	\$2,500,000.00	\$2,500,000.00	\$2,500,000.00	\$1,666,666.67	\$1,666,666.67	\$1,666,666.67
School Combined	50.00%	\$25,000,000.00		\$833,333.33	\$833,333.33	\$833,333.33	\$1,666,666.67	\$1,666,666.67	\$1,666,666.67
Sidney		\$21,220,529.00		\$707,350.97	\$707,350.97	\$707,350.97	\$1,414,701.93	\$1,414,701.93	\$1,414,701.93
UVCC		\$3,779,471.00		\$125,982.37	\$125,982.37	\$125,982.37	\$251,964.73	\$251,964.73	\$251,964.73

<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>	<u>Year 10</u>	<u>Year 11</u>	<u>Year 12</u>	<u>Year 13</u>	<u>Year 14</u>	<u>Year 15</u>
\$1,666,666.67	\$1,666,666.67	\$1,666,666.67	\$1,666,666.67	\$1,666,666.67	\$166,666.64	\$0	\$0	\$0
\$1,666,666.67	\$1,666,666.67	\$1,666,666.67	\$1,666,666.67	\$1,666,666.67	\$1,666,666.67	\$2,500,000.00	\$2,500,000.00	\$2,500,000.00
\$1,414,701.93	\$1,414,701.93	\$1,414,701.93	\$1,414,701.93	\$1,414,701.93	\$1,414,701.93	\$2,122,052.90	\$2,122,052.90	\$2,122,052.90
\$251,964.73	\$251,964.73	\$251,964.73	\$251,964.73	\$251,964.73	\$251,964.73	\$377,947.10	\$377,947.10	\$377,947.10

Workspace	
Total	\$50,000,000.00
Per Year	\$3,333,333.33
SCS Pct	0.84882116
UVCC Pct	0.15117884

Exhibit B – Income Tax Agreement