

The Board of Liberty Township Trustees met in a Special Session on February 10, 2014 at 12:30 p.m. at the township Administration Building with the following members present: Mr. Stan Nudell, Mrs. Jodi K. Stoyak, and Chairperson Mr. Jason Rubin presiding.

14-37 The Liberty Township Board of Trustees having reviewed the following Community Reinvestment Area Agreement between the Board of County Commissioners of Trumbull County, Ohio, and Liberty Belmont Properties, LLC, designating a redevelopment site located on Belmont Ave, in Liberty Township, Trumbull County, Ohio as a Community Reinvestment Area, pursuant to ORC 3725.671, do hereby approve, consent to, and support such agreement to provide economic development and aesthetic improvement of said properties to the Township and authorize the Board to acknowledge the same by signed the agreement as provided for and indicated on the agreement, and to take any and all necessary actions to affect the implementation of the Community Reinvestment Area Agreement between the respective parties:

#### COMMUNITY REINVESTMENT AREA AGREEMENT

This agreement made and entered into this \_\_\_\_ day of \_\_\_\_, 2014, by and between the **Board of County Commissioners of Trumbull County, Ohio**, with its main offices located at **160 High Street, 5<sup>th</sup> Floor, Warren, Ohio 44481** (hereinafter referred to as “**Trumbull County**”) and **Liberty Belmont Properties, LLC**, an Ohio Corporation with its main offices located at 2717 Arabian Drive, Hubbard, Ohio 44425 (hereinafter referred to as “property owner”), WITNESSETH:

WHEREAS, **Trumbull County** has encouraged the development of real property located in the area designated as the Belmont Avenue Community Reinvestment Area; and

WHEREAS, “**Liberty Belmont Properties, LLC**” is desirous of redeveloping a site located on Belmont Avenue, Liberty Township, Ohio, known as being Lot No. 242-E as shown in the Church Hill Gardens Replat of Lot 242-A as recorded in Trumbull County Record of Plats, Volume 56, Page 177 (Instrument NO. 201312260030199), Parcel No. 12-704318) and building an 87 room Comfort Suites Hotel (hereinafter referred to as the “PROJECT”) located within the boundaries of the aforementioned Community Reinvestment Area, provided that the appropriate development incentives are available to support the economic viability of said PROJECT; and

WHEREAS, the **Board of Trumbull County Commissioners** by **Resolution**, adopted **January 9, 2013**, and recorded in **Journal Volume 139, Pages 17207-17210**, designated an area, located in Liberty Township, as the “Belmont Avenue Community Reinvestment Area” pursuant Chapter 3735 of the Ohio Revised Code; and

WHEREAS, effective February 28, 2013, the Director of Development Services Agency of the State of Ohio determined that the aforementioned area designated in the **Resolution** contains the characteristics set forth in Section 3735.66 of the Ohio Revised Code and confirmed said area as a Community Reinvestment Area under said Chapter 3735 (Confirmation Area No. 155-43344-01); and

WHEREAS, **Trumbull County**, having the appropriate authority for the stated type of project, is desirous of providing **Liberty Belmont Properties, LLC** with incentives available for the development of the PROJECT in said Community Reinvestment Area under Chapter 3735 of the Ohio Revised Code; and

WHEREAS, **Liberty Belmont Properties, LLC** submitted a proposed agreement application, herein attached is Exhibit “A” (hereinafter referred to as “APPLICATION”); to **Trumbull County** and

WHEREAS, **Liberty Belmont Properties, LLC** has remitted the required state application fee of \$750.00 made payable to the Ohio Development Services Agency with the application to be forwarded to said department with a copy of the final agreement; and

WHEREAS, The Trumbull County Planning Commission has investigated the application of **Liberty Belmont Properties, LLC** and has recommended the same to the Board of Trumbull County Commissioners on the basis that **Liberty Belmont Properties, LLC** is qualified by financial responsibility and business experience to create and preserve employment opportunities in said Community Reinvestment Area and improve the economic climate of Trumbull County, Ohio; and

WHEREAS, pursuant to Section 13 of the Trumbull County’s initial resolution, the Board of Trustees of Liberty Township has approved this commercial and/or industrial Agreement by Resolution NO. 14-37, dated February 10, 2014.

WHEREAS, the project site as proposed by **Liberty Belmont Properties, LLC** is located in the Liberty Local School District and the Board of Education of the Liberty Local School district and affected Joint Vocational School District have been notified in accordance with Section 5709.83 of the Ohio Revised Code and have been given a copy of the APPLICATION; and

WHEREAS, Approval of the Board of Education of the Liberty Local School District and affected Joint Vocational School District is not required, pursuant to R.C. 3735.671(A) (2), in order for said Agreement to be effective.

WHEREAS, pursuant to Section 3735.67(A) and in conformance with the format required under Section 3735.671(B) of the Ohio Revised Code, the parties hereto desire to set forth their agreement with respect to matters hereinafter contained;

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:

**Section 1. Description of Investments**

The PROJECT will involve a total investment by **Liberty Belmont Properties, LLC** of \$6,500,000.00 (Six Million Five Hundred Thousand) dollars, plus or minus 10%, at 4255 Belmont Avenue. Included in this investment are \$5,125,000 (Five Million One Hundred Twenty Five Thousand) dollars for construction of the facility, \$875,000.00 (Eight Hundred Seventy Five Thousand) dollars to purchase first used machinery and equipment and \$500,000.00 (Five hundred Thousand) dollars for new inventory.

In addition, **Liberty Belmont Properties, LLC** agree that all development/improvements of said parcel shall comply with the requirements of Trumbull County Subdivision Regulations, including roadway and drainage construction, soil and erosion control measures, storm water detention improvements and facilities, sanitary sewer and water improvements unless otherwise noted by Resolution from the Trumbull County Planning Commission.

The PROJECT is projected to begin in March 2014 and all acquisition, construction and installation are estimated to be completed by March 2015.

**Section 2. Employment**

**Liberty Belmont Properties, LLC** shall create within a time period not exceeding 36 months after the commencement of construction of the aforesaid facility, equivalent of 15 (Fifteen) estimated new full-time permanent job opportunities, 12 (Twelve) estimated new part-time permanent job opportunities, (50) full-time temporary job opportunities (construction) and (0) part-time temporary job opportunities.

Liberty Belmont Properties, LLC estimated schedule for hiring is as follows:

Create		
50 new jobs in year one (construction);	Expected Payroll	\$900,000.00
15 new full-time permanent jobs in year two;	Expected Payroll	\$305,000.00
12 new part-time permanent jobs in year two;	Expected Payroll	\$150,000.00
15 new full-time permanent jobs in year three: and	Expected Payroll	\$315,000.00
15 new part-time permanent jobs in year three.	Expected Payroll	\$210,000.00

Date employment will start March 2014 Date all jobs expected in place by March 2017.

**Liberty Belmont Properties, LLC** currently have 0 full-time permanent employees, 0 part-time permanent employees, 0 full-time temporary employees, and 0 part-time permanent employees at the project site. In total, **Liberty Belmont Properties, LLC** has 0 full-time permanent employees, 0 part-time permanent employees, 0 full-time temporary employees, and 0 part-time temporary employees in the State of Ohio.

This increase in the number of employee will result in approximately \$980,000.00 (Nine Hundred Eighty Thousand) dollars of additional annual payroll for owner.

The retention of the existing jobs will maintain the current annual payroll of N/A (written amount) dollars.

**Section 3. Tax Incentive Review Council**

**Liberty Belmont Properties, LLC** “shall provide to the popper Tax Incentive Review Council any information reasonably required by the council to evaluate the property owner’s compliance with the agreement, including returns filed pursuant to section 5711.02 of the Ohio Revised Code if required by the council.”

**Section 4. Tax Incentives for Real Property**

**Trumbull County** hereby grants **Liberty Belmont Properties, LLC** a tax exemption for real property improvements made to the PROJECT site pursuant to Section 3735.67 of the Ohio Revised Code and shall be in the following amounts:

Exemption Term	Percentage of Exemption
10 years	49%

Each indentified project improvement will receive a ten (10) year exemption term. The exemption commences the first year for which the Real Property exemption would first be taxable were that property not exempted from taxation. No exemption shall commence after year 2015 nor extend beyond year 2025.

**Section 5. Exemption Filings**

**Liberty Belmont Properties, LLC** must file the appropriate tax forms with the County Auditor to effect and maintain the exemptions covered in the agreement.

**Section 6. Annual Fee**

**Liberty Belmont Properties, LLC** shall pay an annual fee equal to the greater of one percent of the amount of taxes exempted under the agreement or five hundred dollars (\$500.00); provided, however, that if the value of the incentives exceeds two hundred fifty thousand dollars, the fee shall not exceed two thousand five hundred dollars (\$2,500.00).

The fee shall be made payable to the Trumbull County once per year for each year of the agreement is effective on the days and in the following form (specify cash, certified check, services, etc.). The fee is to be paid to (specify official) and made out to (insert name of municipal corporation or county.) This fee shall be deposited in a special fund created for such purpose and shall be used exclusively for the purpose of complying with section 3735.672 of the Revised Code and by the tax incentive review council created under section 5709.85 of the revised code exclusively for the purposes of performing the duties prescribed under that section.

**Section 7. Payment of Taxes Not Exempt**

**Liberty Belmont Properties, LLC** shall pay such real property taxes as are not exempted under this agreement and are charged against such property and shall file all tax reports and returns as required by law. If **Liberty Belmont Properties, LLC** fails to pay such taxes or file such returns and reports, exemption from taxation granted 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.

**Section 8. Maintenance of Tax Incentives**

**Trumbull County** shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.”

**Section 9. Revocation**

If for any reason the Community Reinvestment Area designation expires, the Director of the Ohio Development Services Agency revokes certification of the zone, or **Trumbull County** revokes the designation of the zone, entitlements granted under this agreement shall continue for the number of years specified under this agreement, unless **Liberty Belmont Properties, LLC** materially fails to fulfill its obligations under this agreement and **Trumbull County** terminates or modifies the exemptions from taxation granted under this agreement, per the recommendation of the Tax Incentive Review Council.

**Section 10. Termination or Modification**

If **Liberty Belmont Properties, LLC** materially fails to fulfill its obligations under this agreement, or if **Trumbull County** determines that the certification as to delinquent taxes required by this agreement is fraudulent, **Trumbull County** may terminate or modify the exemptions from taxation granted 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. This Agreement authorizes Trumbull County to secure such repayment by a lien on the exempted property in the amount required to be repaid.

#### **Section 11. Delinquent Taxes Certification**

**Liberty Belmont Properties, LLC** hereby certifies that all the time this agreement is executed, **Liberty Belmont Properties, LLC** 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 **Liberty Belmont Properties, LLC** is liable under Chapter 5733., 5735., 5739., 5743., 5747., or 5753. Of the Revised Code, or, if such delinquent taxes are owed, **Liberty Belmont Properties, LLC** 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 **Liberty Belmont Properties, LLC**. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.

#### **Section 12. Delinquencies**

**Liberty Belmont Properties, LLC** affirmative covenants that it does not owe; (1) any delinquent taxes to the State of Ohio or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3)

#### **Section 13. Board Approval**

**Liberty Belmont Properties, LLC** and **Trumbull County** acknowledge that this agreement must be approved by formal action of the legislative authority of **Trumbull County** as a condition for the agreement to take effect. This agreement takes effect upon such approval.

#### **Section 14. Non-Discrimination**

**Trumbull County** has developed a policy to ensure recipients of Community Reinvestment Area tax benefits practice non-discriminating hiring in its operations. By executing this agreement, **Liberty Belmont Properties, LLC** is committing to following non-discriminating hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.

#### **Section 15. Relocation**

Exemptions from taxation granted under this agreement shall be revoked if it is determined that **Liberty Belmont Properties, LLC**, any successor property owner, or any related member (as prohibition against entering into this agreement under Division (E) of Section 3735.671 or Section 5709.62 or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.

#### **Section 16. False Statements**

**Liberty Belmont Properties, LLC** affirmatively covenants that it has made no false statements to State or local political subdivisions in the process of obtaining approval of the Community Reinvestment Area incentives. If any representative of **Liberty Belmont Properties, LLC** has knowingly made a false statement to the State or local political subdivision to obtain the Community Reinvestment Area incentives, **Liberty Belmont Properties, LLC** shall be required to immediately return all benefits received under the Community Reinvestment Area Agreement pursuant ORC Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66 (C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC Section 2921.13 (D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

#### **Section 17. Transfer or Assignment of Exemptions**

This agreement is not transferable or assignable without the express, written approval of **Trumbull County**.

**Section 18. Transmittal of Agreement**

**Trumbull County** acknowledges that, pursuant to R.C. 3735.671 (F), a copy of this agreement must be forwarded to the Ohio Development Services Agency within fifteen (15) days of finalization.

IN WITNESS WHEREOF, **Trumbull County, Ohio**, by its Board of County Commissioners, and pursuant to Resolution recorded in Journal Volume \_\_\_\_\_, Pages \_\_\_\_\_ have caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2014, and \_\_\_\_\_ by \_\_\_\_\_, its \_\_\_\_\_ has caused this instrument to be executed on the \_\_\_\_ day of \_\_\_\_\_, 2014.

**WITNESS:**

**BOARD OF COUNTY COMMISSIONERS  
TRUMBULL COUNTY, OHIO:**

\_\_\_\_\_  
By \_\_\_\_\_  
County Commissioner  
\_\_\_\_\_  
By \_\_\_\_\_  
County Commissioner  
\_\_\_\_\_  
By \_\_\_\_\_  
County Commissioner

**APPROVED AS TO FORM:**

By \_\_\_\_\_  
Trumbull County Assistant  
Prosecuting Attorney

**BUSINESS/PROPERTY OWNER:**

\_\_\_\_\_  
By \_\_\_\_\_  
Member  
\_\_\_\_\_  
By \_\_\_\_\_  
Member  
\_\_\_\_\_  
By \_\_\_\_\_  
Member

REMARKS MADE BY MR. NUDELL: Mr. Chairman and Mrs. Stoyak, I would like to disclose to the Board with regard to the property which is subject to our abatement vote today, that myself, as a license real estate agent, and my employer, as a license real estate broker, represented the seller of the abatement property in question in the sale of the property to the property owner applicant of this abatement. As a result of this vote either way, neither myself, nor my employer will receive any financial compensation or remuneration. However, to avoid any appearance of impropriety, I hereby make this disclosure to the board and indicate that I will abstain from voting on this resolution.

Mr. Rubin, Yes. Mrs. Stoyak, Yes. Mr. Nudell, **ABSTAIN**. Seconded by Mrs. Stoyak. Motion carried.

\_\_\_\_\_  
STEVE SHELTON, FISCAL OFFICER

\_\_\_\_\_  
JASON RUBIN, CHAIRPERSON