

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A REVISED COMMUNITY REINVESTMENT ACT AGREEMENT WITH PREMIER COMMERCIAL REALTY, LLC AND AN AGREEMENT BETWEEN PREMIER, THE HUDSON CITY SCHOOL DISTRICT AND THE CITY OF HUDSON FOR PAYMENTS IN LIEU OF TAXES; AND DECLARING AN EMERGENCY.

WHEREAS, on June 21, 2016, this Council adopted Resolution No. 16-110 which authorized the City Manager to enter into a Community Reinvestment Act ("CRA") Agreement with Premier Commercial Realty, LLC ("Premier") in CRA Area #3A; and

WHEREAS, Resolution No. 16-110 had appended to it as an exhibit a draft of the CRA Agreement that was proposed to be entered into between the City and Premier which had not been reviewed and agreed to by Premier prior to the passage of that Resolution; and

WHEREAS, the Council wishes to authorize the execution of a revised CRA Agreement that has been mutually agreed to with Premier and is attached hereto and incorporated by reference into this Resolution as Exhibit A; and

WHEREAS, an agreement has been approved by both Premier and the Hudson City School District for Premier to pay a percentage of the incremental increase in the real property taxes of Premier's improved property during the term of the CRA Agreement, and this Council desires to authorize that agreement for the benefit of the Hudson City School District which is attached hereto and incorporated by reference into this Resolution as Exhibit B.

NOW, THEREFORE, BE IT RESOLVED by the Council of Hudson, Summit County, State of Ohio, that:

Section 1. The City Manager is authorized and directed to enter into a Community Reinvestment Area Agreement with Premier Commercial Realty, LLC, an Ohio limited liability company, in substantially the form of the Agreement which is attached hereto as "Exhibit A" and the City Manager is authorized and directed to execute the three-party agreement attached hereto as "Exhibit B".

Section 2. This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public health and welfare and for the further reason it is immediately necessary in order to create employment opportunities within the City of Hudson at the earliest possible time; wherefore, this Resolution shall be in effect immediately upon its passage provided it receives the affirmative vote of five (5) members of Council except that six (6) affirmative votes shall be required if all members are present; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____

David A. Basil, Mayor

ATTEST:

Elizabeth Slagle, Clerk of Council

I certify that the foregoing Resolution was duly passed by the Council of said Municipality on _____, 2016.

Elizabeth Slagle, Clerk of Council

EXHIBIT A

COMMUNITY REINVESTMENT AREA AGREEMENT

This agreement ("Agreement") made and entered into by and between the City of Hudson, Ohio, a municipal corporation with its main offices located at 115 Executive Parkway Suite 400, Hudson, Ohio 44236 (hereinafter referred to as "Hudson") and Premier Commercial Realty, LLC, an Ohio limited liability company with its main offices located at 5301 Grant Ave., Suite 100, Cleveland, Ohio 44125, (hereinafter referred to as "Property Owner"),

WITNESSETH;

WHEREAS, Hudson has encouraged the development of real property and the acquisition of personal property located in the area designated as a Community Reinvestment Area; and

WHEREAS, Property Owner is desirous of building an approximate 125,000-square foot commercial/industrial building on Lot #4 on Hudson Crossing Parkway in the Hudson Crossing Business Park, Hudson, Ohio, hereinafter referred to as the "PROJECT," within the boundaries of the City's Community Reinvestment Area #3A, provided that the appropriate development incentives are available to support the economic viability of said PROJECT; and

WHEREAS, the Council of Hudson, Ohio by Resolution No. 10-28 adopted February 3, 2010 designated the area as "Community Reinvestment Area #3A" pursuant to Chapter 3735 of the Ohio Revised Code ("ORC"); and

WHEREAS, effective March 17, 2010, the Director of Development of the State of Ohio determined that the aforementioned area designated in said Resolution No. 10-28 contained the characteristics set forth in ORC Section 3735.66 and confirmed said area as a Community Reinvestment Area under ORC Chapter 3735; and

WHEREAS, Hudson having the appropriate authority for the stated type of PROJECT is desirous of providing Property Owner with incentives available for the development of the PROJECT in Community Reinvestment Area #3A under ORC Chapter 3735; and

WHEREAS, Property Owner has submitted a proposed agreement application (attached hereto as "Exhibit A") to Hudson (hereinafter referred to as "APPLICATION"); and

WHEREAS, Property Owner has remitted the required State application fee of \$750.00 made payable to the Ohio Treasurer with the APPLICATION to be forwarded to the Ohio Department of Development with a fully-executed copy of this Agreement; and

WHEREAS, the City Manager of Hudson has investigated the APPLICATION of Property Owner and has recommended the same to the Council of Hudson on the basis that Property Owner is qualified by financial responsibility and business experience to create and preserve employment opportunities in Community Reinvestment Area #3A and improve the economic climate of Hudson; and

WHEREAS, the PROJECT site as proposed by Property Owner is located in the Hudson City School District and the Board of Education of the Hudson City School District has been notified in accordance with ORC Section 5709.83 and been given a copy of the APPLICATION; and

WHEREAS, pursuant to ORC Section 3735.67(A) and in conformance with the format required under ORC Section 3735.671(B), 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 agree as follows:

1. Property Owner shall use commercially reasonable efforts to develop and cause the construction of an approximate 125,000-square foot commercial/industrial facility on Lot #4 on Hudson Crossing Parkway in the Hudson Crossing Business Park in Hudson, Ohio.

The PROJECT will involve a total investment by the Property Owner of at least Six Million Five Hundred Thousand Dollars (\$6,500,000.00).

The PROJECT will begin during year 2016 and will be completed during the year 2017.

2. Property Owner, through its future tenant(s), and their affiliates (collectively, "Employer"), shall create within thirty-six (36) months after the date of completion of the Project facility, 60 new fulltime equivalent ("FTE") jobs ("New Jobs").

Employer's anticipated schedule for hiring the New Jobs is as follows: create 30 new jobs in year two after the date of construction completion and thirty in year three. The job creation period begins on the date of construction completion and all jobs will be in place within thirty-six (36) months thereafter.

At the PROJECT site, Employer currently has no full-time permanent employees and no part-time permanent employees.

The creation of the 60 new FTE jobs by the third year after construction completion will result in approximately Three Million Dollars (\$3,000,000.00) of annual payroll for permanent employees.

3. Property Owner and Employer shall provide to the proper Tax Incentive Review Council any information reasonably required by that Council to evaluate the Property Owner's compliance with the Agreement, including returns filed pursuant to ORC Section 5711.02 if requested by that Council.
4. Hudson hereby grants Property Owner a tax exemption for the assessed value of the PROJECT pursuant to ORC Section 3735.67, and shall be in the following amount: One Hundred Percent (100%) of the assessed value of the PROJECT, for a period of fifteen (15) full tax years. The exemption commences the first tax year for which the improvements that comprise the PROJECT situated on the real property would first be taxable were that property not exempted from taxation. No exemption shall commence after tax year 2017 (not due and payable until year 2018) nor extend beyond tax year (2032) (not due and payable until year 2033).

Years of Tax Exemption

Tax Exemption Amount

15 years

100%

Property Owner must file the appropriate tax forms with the Summit County Fiscal Officer to effect and maintain the exemptions covered in the Agreement.

5. Property Owner shall pay an annual fee equal to the greater of one percent of the dollar value of incentives offered and received under this Agreement or Five Hundred Dollars (\$500.00); provided, however, if the incentives exceed Two Hundred Fifty Thousand Dollars (\$250,000.00), the fee shall not exceed Two Thousand Five Hundred Dollars (\$2,500.00).

The fee shall be paid to Hudson's Director of Finance once per year for each year this Agreement is effective on or before the anniversary date of the Effective Date of this Agreement (as defined in Section 12 below) and in the form of a check made payable to the "City of Hudson." This fee shall be deposited by Hudson into a special fund created for such purpose and shall be used exclusively for the purpose of complying with ORC Section 3735.671(D) and by the Tax Incentive Review Council created under ORC Section 5709.85 exclusively for the purposes of performing the duties prescribed under that section.

6. Property Owner shall pay such real and tangible personal property taxes as are not exempted under this Agreement and are charged against the entire property at which the PROJECT is located and shall file all tax reports and returns as required by law. If Property Owner fails to pay such taxes or file such returns and reports, all incentives 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. Notwithstanding anything to the contrary, Property Owner shall have the right to contest and/or appeal any such real and tangible personal property taxes, and the incentives granted under this Agreement shall not be rescinded so long as such contest or appeal is conducted substantially in the manner provided by applicable laws and upon the final, non-appealable conclusion of such contest or appeal, Property Owner timely pays all amounts determined to be due and payable.
7. Hudson 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.
8. If for any reason the Community Reinvestment Area designation expires, the Director of the Ohio Department of Development revokes certification of the CRA area/zone, or Hudson revokes the designation of the area/zone, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless Property Owner materially fails to fulfill its obligations under this Agreement and Hudson terminates or modifies the exemptions from taxation granted under this Agreement.

9. If Property Owner materially fails to fulfill its obligations under this Agreement, or if Hudson determines that the certification as to delinquent taxes required by this Agreement is fraudulent, Hudson may terminate or modify the exemptions from taxation granted under this Agreement.
10. Property Owner hereby certifies that at the time this Agreement is executed, Property Owner 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 Property Owner is liable under ORC Chapters 5733, 5735, 5739, 5741, 5743, 5747 or 5753, or, if such delinquent taxes are owed, Property Owner 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 Property Owner. 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 Ohio Revised Code governing payment of those taxes.
11. Property Owner affirmatively 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) any other moneys to the State, a State agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.
12. Property Owner, on behalf of itself and Employer(s), and Hudson acknowledge that this Agreement must be approved by formal action of the legislative authority of Hudson as a condition for this Agreement to take effect. The "Effective Date" of this Agreement shall be the date upon which the formal approval of this Agreement by the Hudson City Council takes effect.
13. Exemptions from taxation granted under this Agreement shall be revoked if it is determined that Property Owner, any successor property owner, Employer(s) or any related member (as those terms are defined in ORC Section 3735.671) has violated the prohibition against entering into this Agreement under Division (E) of ORC Section 3735.671 or Sections 5709.62 or 5709.63 prior to the time prescribed by that division or either of those sections.
14. Property Owner affirmatively covenants that it has made no materially false statements to the State or local political subdivisions in the process of obtaining approval of the Community Reinvestment Area incentives. If any representative of Property Owner has knowingly made a materially false statement to the State or local political subdivision to obtain the Community Reinvestment Area incentives, Property Owner shall be required to immediately return all benefits received under this Community Reinvestment Area Agreement pursuant to 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.

15. Transfer and Assignment. This Agreement is not transferable or assignable without the express, written approval of Hudson and any such assignment shall operate to release the transferring Property Owner from any and all liability hereunder. Hudson acknowledges that it would be unreasonable to withhold such consent in the event of a proposed transfer or assignment to any parent, subsidiary, or affiliate of the Property Owner or to any third party so long as with respect to all or any part of such proposed transfers or assignments, the proposed transferee or assignee adequately and sufficiently demonstrates to Hudson, to Hudson's reasonable satisfaction, its financial ability, business experience and intentions.
16. Termination or Modifications of Incentives.
 - A. If the Property Owner, or its tenants, fails to meet 75% of the Jobs as set forth in Section 2 of this Agreement in any given tax year (except for any temporary cessation of operations arising out of the damage, destruction, renovation or restoration of the PROJECT), the tax exemption set forth in Section 4 shall not be awarded for that tax year.
 - B. If the PROJECT does not proceed as set forth in Section 1 of this Agreement or within any approved extension period, Hudson may terminate the Agreement upon recommendation of the Tax Incentive Review Committee.

The City of Hudson, Ohio, by Jane Howington, its City Manager, and pursuant to City Council Resolution No. 16-____, has caused this instrument to be executed this ____ day of _____, 2016 and Premier Commercial Realty, LLC by _____, its _____, has caused this instrument to be executed on this ____ day of _____, 2016.

CITY OF HUDSON, OHIO

By: _____
Jane Howington, City Manager

PREMIER COMMERCIAL REALTY, LLC

By: _____
(Signature)

(Print Name and Title)

APPROVED AS TO FORM.

R. Todd Hunt, City Solicitor

"EXHIBIT A"



**City of Hudson, Ohio
Community Reinvestment Area
Tax Incentive Application**

PROPOSED AGREEMENT for Community Reinvestment Area Tax Incentives between the

City of Hudson, located in the County of Summit, and PREMIER COMMERCIAL REALTY, LLC
(Property Owner)
OR RELATED NOMINEE

1. General Information:

- a. Name of property owner, home or main office address, contact person, and telephone number (attach additional pages if multiple enterprise participants).

<u>PREMIER COMMERCIAL REALTY</u> Enterprise Name	<u>SPENCER PISCZAK</u> Contact Person
<u>5301 GRANT AVE. - SUITE 100</u> Address <u>CLEVELAND, OHIO 44125</u>	<u>216-496-7000</u> Telephone Number

- b. Project Site:

<u>HUDSON CROSSING PARKWAY</u> Street Address (or Parcel Number) <u>PARCEL 4 & 5 SEE ATTACH</u>	<u>SPENCER PISCZAK</u> Contact Person <u>216-496-7000</u> Telephone Number
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2. Business Information:

- a. Nature of commercial/industrial activity (manufacturing, warehousing, wholesale or retail stores, or other) to be conducted at the site.

TBD - EXPECT MANUFACTURING AND/OR WAREHOUSING

- b. List primary 6-digit North American Industry Classification System (NAICS) #

Business may list other relevant SIC numbers.

- c. If a consolidation, what are the components of the consolidation? (must itemize the location, assets, and employment positions to be transferred)

N/A

3. Name of principal owner(s) or officers of the business:

SPENCER PISCZAK AND KEVIN CALAHAN

4. Employment:

- a. State the enterprise's current employment level at the proposed project site:

0

- b. Will the project involve the relocation of employment positions or assets from one Ohio location to another?

Yes _____ No ☒

- c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:

N/A

- d. State the enterprise's current employment level in Ohio (itemized for full-time, part-time, permanent, and temporary employees):

N/A

- e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets:

N/A

- f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated?

N/A

5. Does the Property Owner owe:

- a. Any delinquent taxes to the State of Ohio or a political subdivision of the State?

Yes _____ No ☒

- b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State?

Yes _____ No ☒

- c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not?

Yes _____ No ☒

- d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets).

6. Project Description:

A 125,000 SF INDUSTRIAL BLDG.,
28' CLEAR, MULTIPLE DOORS AND 2 OFF
DRIVE-IN DOORS, PARKING IN FRONT

7. Project will begin JULY, 2016 and be completed JANUARY, 2017, provided a tax exemption is provided.

8. New Hire:

- a. Estimate the number of new employees the property owner will cause to be created at the facility that is the project site (job creation projection must be itemized by the name of the employer, full-time, part-time, permanent, and temporary):

60 JOBS - 3M OF PAYROLL

- b. State the time frame of this projected hiring: 3 years

- c. State proposed schedule for hiring (itemize by full-time, part-time, permanent, and temporary employees):

30 IN 2018 AND 30 IN 2019

9. Payroll:

- a. Estimate the amount of annual payroll such new employees will add:

\$ 3 million

(New annual payroll must be itemized by full-time, part-time, permanent, and temporary new employees).

- b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project:

\$ N/A

10. Investment:

Estimate the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:

- a. Acquisition of Buildings: \$ _____
- b. Additions / New Construction: \$ 6,500,000
- c. Improvements to Existing Buildings: \$ _____
- d. Machinery & Equipment: \$ _____
- e. Furniture & Fixtures: \$ _____
- f. Inventory: \$ _____
- Total New Project Investment: \$ 6,500,000

11. Tax Incentive Requests:

- a. The business requests the following tax exemption incentives: 100 % for 15 years, covering real property, as described above. Be specific as to the rate and term.
- b. Business' reasons for requesting tax incentives (be as quantitatively specific as possible).

CAPTURE PROSPECTIVE COMPANIES THAT ARE
CONSIDERING OUT OF STATE INCENTIVES AND/OR
RELOCATION PACKAGES FOR NEW OR EXISTING BUSINESSES
THAT HAVE THE INCENTIVES IN PLACE.

Submission of this application expressly authorizes the City of Hudson to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item #5 and to review applicable confidential records. As part of this application, the property owner may also be required to directly request from the Ohio Department of Taxation, or complete a waiver form allowing the Department of Taxation to release specific tax records to the local jurisdiction considering the request.

The Applicant agrees to supply additional information upon request

The Applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C)(1) and 2921.13(D)(1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefits, as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

PREMIER COMMERCIAL REALTY LLC
Name of Property Owner
OR RELATED NOMINEE

5/31/16
Date

[Signature]
Signature

MANAGING MEMBER
Typed Name and Title

- * A copy of this proposal must be forwarded by the local governments to the affected Board of Education along with notice of the meeting date on which the local government will review the proposal. Notice must be given a minimum of fourteen (14) days prior to the scheduled meeting to permit the Board of Education to appear and/or comment before the legislative authorities considering the request.
- ** Attach to Final Community Reinvestment Area Agreement as Exhibit A.

Please note that copies of this proposal must be included in the finalized Community Reinvestment Area Agreement and be forwarded to the Ohio Department of Taxation and the Ohio Department of Development within fifteen (15) days of final approval.

EXHIBIT B

AGREEMENT

THIS AGREEMENT, entered into by and among the City of Hudson, Ohio, a municipal corporation with main offices at 115 Executive Parkway, Suite 400, Hudson, Ohio 44236 (hereinafter referred to as "Hudson"), Premier Commercial Realty, LLC, an Ohio limited liability company with main offices located at 5301 Grant Ave., Suite 100, Cleveland, Ohio 44125 (hereinafter referred to as "Property Owner") and the Hudson City School District, with offices located at 2400 Hudson-Aurora Road, Hudson, Ohio 44236 (hereinafter referred to as "School District").

WITNESSETH:

WHEREAS, Hudson has encouraged the development of real property located in the area designated as a Community Reinvestment Area; and

WHEREAS, Property Owner is desirous of building a commercial and industrial building on Lot #4 in the Hudson Crossing Business Park located at Hudson Crossing Parkway, Hudson, Ohio (the "Property"); and

WHEREAS, the City Council of Hudson, Ohio by Resolution No. 10-28 adopted February 3, 2010 designated the area as "Community Reinvestment Area #3A" pursuant to Chapter 3735 of the Ohio Revised Code; and

WHEREAS, effective March 17, 2010, the Director of Development of the State of Ohio determined that the aforementioned area designated in said Resolution No. 10-28 contained the characteristics set forth in Section 3735.66 of the Ohio Revised Code and confirmed said Area #3A as a Community Reinvestment Area under Chapter 3735; and

WHEREAS, Hudson is interested in finding a means by which it may compensate the School District for its lost tax revenues for the Property to be developed by the Property Owner in the Hudson Industrial Park;

WHEREAS, Hudson and the Property Owner have negotiated the terms of a Community Reinvestment Area Agreement ("CRA Agreement"); and

WHEREAS, the Property Owner is interested in making certain payments to the School District in lieu of taxes for the Property to be developed by Property Owner in the Hudson Crossing Business Park; and

WHEREAS, the Board of Education of the School District has approved the CRA Agreement by adoption of Resolution No. 16-06-20-06, adopted June 20, 2016, (the "School Resolution"), and as of the date hereof, the School District has certified a copy of such resolution to the City Council of Hudson, Ohio.

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NOW, THEREFORE, IT IS HEREBY AGREED by and among the parties:

Section 1. Property Owner shall use commercially reasonable efforts to develop and construct a commercial and industrial building of approximately 125,000 square feet on the Property (the "Improvement").

Section 2. Upon construction completion of the commercial/industrial building which constitutes the Improvement, Property Owner shall pay to the School District the sum equal to twenty-five percent (25%) of the incremental increase in the real property taxes that would have resulted from the Improvement per year if the taxes had not been abated and to make such payments on or before December 31st of the year of construction completion and for a period of fourteen (14) consecutive years thereafter ("the Term").

Section 3. Hudson, Property Owner and the School District shall cooperate in the implementation of this Agreement and shall perform such acts as are reasonably necessary or appropriate to make the payments.

Section 4. This Agreement has been approved by the School Resolution. Property Owner, Hudson and the School District acknowledge that this Agreement and the CRA Agreement must be approved by the formal action of the legislative authority of Hudson as a condition for the CRA Agreement to take effect. This Agreement shall take effect upon the date of such approval.

Section 5. Transfer and Assignment. This Agreement is not transferable or assignable without the express, written approval of Hudson and the School District. Hudson and the School District acknowledge that it would be unreasonable to withhold such consent in the event of a proposed transfer or assignment to any parent, subsidiary, affiliate of the Property Owner or to any third party so long as with respect to all or any part of such proposed transfers or assignments, the proposed transferee or assignee adequately and sufficiently demonstrates to Hudson and the School District, to Hudson's and the School District's reasonable satisfaction, its financial ability, business experience and intention to continue to make the payment due hereunder during the Term.

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IN WITNESS WHEREOF, the City of Hudson, Ohio, by Jane Howington, its City Manager, and pursuant to Resolution No. 16-??, has caused this instrument to be executed this ____ day of _____, 2016; Premier Commercial Realty, LLC by _____, its _____, has caused this instrument to be executed on this ____ day of _____, 2016; and the Hudson City School District, by Phillip Herman, its Superintendent, and pursuant to Resolution No. 16-06-20-06, has caused this instrument to be executed on this 20th day of June, 2016.

CITY OF HUDSON, OHIO

By: _____
Jane Howington, City Manager

HUDSON CITY SCHOOL DISTRICT

By: Phillip T. Herman
Phillip Herman, Superintendent

PREMIER COMMERCIAL REALTY, LLC

By: _____

(Print/Type Name) (Title)

APPROVED AS TO FORM,

R. Todd Hunt, City Solicitor

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