

THE CITY OF STREETSBORO, OHIO  
REGULAR COUNCIL MEETING AGENDA •

Monday, September 9, 2024

TIME: Immediately following the Special Finance Committee Meeting  
PLACE: Streetsboro City Council Chambers  
PRESIDENT: Steve Michniak 330-676-3056  
VICE PRESIDENT: Jon Hannan 330-931-5451

1. **Call to Order** President of Council
2. **Roll Call** Clerk of Council
3. **Disposition of Minutes**  
Public Hearing of August 12, 2024 Ag Placement Kline  
Public Hearing of August 12, 2024 Chapter 1165  
Regular Council Meeting of August 12, 2024
4. **Citizens' Comments**
5. **Reports/Communications from Depts/Boards/Commissions**
6. **Introduction of Legislation Containing Statement of Emergency**  
T-7657 Amend Ord. No. 2024-112 Modems for Cruisers  
T-7658 Adopt 2024 2<sup>nd</sup> Quarter Code Updates  
T-7659 Assignment of the CRA Agreement w/Geis  
T-7660 Amend Pay Ordinance and Hire a Temporary Deputy Clerk
7. **First Reading**  
None.
8. **Second Reading**  
None.
9. **Third Reading**  
T-7642 Adopt New City Logo [amend to non-emergency legislation]
10. **Mayor's Report**  
Re-appointments to PRCAC
11. **President of Council's Comments**
12. **Council Members' Comments**

13. **Announcements**  
City Hall Groundbreaking Ceremony at 6 p.m. on Tuesday, September 17, 2024.  
There will be a Finance Committee and a Regular Council Meeting on Monday, September 23, 2024, starting at 7:00 p.m. in Council Chambers.
14. **Adjournment**

cc: Newspaper

## RECORD OF ORDINANCES

GOVERNMENT FORMS &amp; SUPPLIES 844-224-3338 FORM NO. 30043

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, 20\_\_\_\_

AN ORDINANCE AMENDING ORDINANCE NO. 2024-112 TO INCLUDE \$487.76 IN SHIPPING COSTS FOR 11 CRADLEPOINT 5G MODEMS AND RELATED EQUIPMENT FOR USE BY THE POLICE DEPARTMENT IN CRUISERS. IN A NEW TOTAL AMOUNT NOT TO EXCEED \$22,980.12, AND DECLARING AN EMERGENCY SO THE EQUIPMENT CAN BE IMMEDIATELY OBTAINED.

WHEREAS, this Council previously enacted Ordinance No. 2024-112, which authorized the Mayor to enter into a contract without competitive bidding with Access Wireless Data Solutions for 11 Cradlepoint 5G modems and related equipment for use by the Police Department in cruisers, in an amount not to exceed \$22,492.36; and

WHEREAS, the amount of \$487.76, the cost of shipping, was not included in the total;

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Streetsboro, Portage County, Ohio, thereto concurring that:

SECTION 1: Section 1 of Ordinance No. 2024-112 is hereby amended as follows:

The Mayor is hereby authorized to enter into a contract without competitive bidding with Access Wireless Data Solutions for 11 Cradlepoint 5G modems and related equipment for use by the Police Department in cruisers, in an amount not to exceed ~~\$22,492.36~~ \$22,980.12.

SECTION 2: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, to the extent applicable, including Chapter 107 of the Codified Ordinances.

SECTION 3: That this Ordinance is hereby declared to be an emergency measure, necessary for the preservation of the public peace, health, safety, convenience and welfare of the residents of the City for the reason that it is immediately necessary to purchase the electronic equipment so the Police Department can begin using it and provided it receives the affirmative vote of three-fourths of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

PASSED: \_\_\_\_\_

Date \_\_\_\_\_

Steve Michniak, President of Council

ATTEST: \_\_\_\_\_

Caroline L. Kremer, Clerk of Council

APPROVED: \_\_\_\_\_

Date \_\_\_\_\_

Glenn M. Broska, Mayor

Prepared and approved as to legal content by: \_\_\_\_\_

David L. Nott, Law Director

Date Submitted to Mayor for Approval: \_\_\_\_\_

Returned: \_\_\_\_\_

Sponsored by: IT Department



Access Wireless Data Solutions, LLC  
21756 St Rd 54, Ste 101  
Lutz FL 33549  
(813) 751-2039  
www.accesswds.com

# Invoice

Date	Invoice #
8/29/2024	INV-49312

Page 1 of 2

Bill To
City of Streetsboro 9184 State Rd 43 Streetsboro OH 44241

Ship To
Matt Coffman City of Streetsboro 555 Frost Road Suite 100 Streetsboro OH 44241

Terms	Due Date	PO #	Sales Rep	Ship Date
Net 30	9/28/2024	MC081324	Megan Lynch	8/29/2024

Tracking #	Ship Via
1Z2RY5554238163551	UPS® Ground

Part #	Qty.	Description	B.O.	MSRP	Disc.	Price/Unit	Total
MB01-19005GB-GA	11	Cradlepoint-R1900 5G Mobile Networking Solution: Dual Connectivity 5G NR/Cat20 Embedded Modem, Wi-Fi 6, 4 GbE (LAN/WAN switchable) 1 USB Port, 1 RS232 Serial Port, Embedded Bluetooth 5.1. Supports dual modems w/ RX30-MC. 940 Mbps. Firewall throughput, 20 VPN tunnels POE capable w/ RX30-PoE. Supports CBRS/PLTE Includes 1 year of NetCloud Mobile Performance Essentials Package	0	1,999.00	22.5%	1,549.23	17,041.53
PTA8AS4L2WBG15B	11	***Does Not Include AC Power Supply or Antennas*** Parsec Technologies Australian Shepherd 8-in-1 IP67 Low Profile High Performance Antenna 4xLTE 2xWi-Fi 6 Bluetooth GNSS - 600MHz to 6GHz CAT18/20 Low & Mid Band 5G- 8x LMR200 15' Cables w/SMAM Connectors Black Radome 0.90" Bolt Mount No Ground Plane Req'd ***First Responders/ Critical Communications/Transportation/Fleet Pairs with the R1900/Fits Under Light Bars and In Between Ford SUV Roof Ridges***	0	538.16	20%	430.53	4,735.83
VZW 5G SIM	11	Verizon Wireless 5G Triple Punch SIM Card.	0	5.00	Base	5.00	55.00
MCONFIG	11	***Use This With Low-Mid Band 5G 4FF Applications*** Modem Provisioning: Includes, 1)Coordinate activation with Customer Carrier Account Team 2)SIM Installation 3)Device Configuration and Programming 4)Testing: register on network, internet accessible, passing data, remote access 5)Labeling: mobile phone number, IP address & template (when applicable)	0	60.00	Base	60.00	660.00



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# Invoice

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8/29/2024	INV-49312

Page 2 of 2

Part #	Qty.	Description	B.O.	MSRP	Disc.	Price/Unit	Total
						Subtotal	22,492.36
						Shipping Cost (UPS® Ground)	487.76
						Total	22,980.12
						Amount Due	\$22,980.12

\*\*\*\*Please send all PO's and order related correspondence to orders@accesswds.com\*\*\*\*

Shipping charges not included unless specified. All returns subject to approval and require RMA. Special Order items are not eligible for return. Returns subject to a 15% re-stocking fee. Products must be in original condition with no scratches, dents or other cosmetic damage. Must be returned in original packaging with no tears, markings or other writing, otherwise item will not be accepted for re-stocking. No returns after 30 days.

NET TERMS DISCLOSURE: Discounts are based on Net 30 with payments by ACH or check. Payments made by credit card for invoices with Net 30 will result in a reduction of your current discount level by 3%. Late payment balance due subject to 1.5% late fee not to exceed 18% per year or as allowed by law.

# RECORD OF ORDINANCES

GOVERNMENT FORMS &amp; SUPPLIES 844-224-3338 FORM NO. 30043

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, 20\_\_\_\_

AN ORDINANCE APPROVING THE EDITING AND INCLUSION OF CERTAIN ORDINANCES AS PARTS OF THE VARIOUS COMPONENT CODES OF THE CODIFIED ORDINANCES OF THE CITY OF STREETSBORO, AND DECLARING AN EMERGENCY SO THAT THE AMENDMENTS ARE IN EFFECT IMMEDIATELY.

WHEREAS, various ordinances of a general and permanent nature have been passed which should be included in the Codified Ordinances of Streetsboro, Ohio; and

WHEREAS, numerous sections in the Traffic and General Offenses Codes need to be updated to reflect legislation enacted by the Ohio General Assembly; and

WHEREAS, the City has contracted with the Walter H. Drane Company to prepare and publish such revisions:

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Streetsboro, Portage County, Ohio, three-fourths (3/4) or more of the members elected or appointed thereto concurring:

SECTION 1: That the editing, arrangement and numbering or renumbering of the following ordinances or parts of ordinances are hereby approved as parts of the various component codes of the Codified Ordinances of Streetsboro, Ohio, so as to conform to the classification and numbering system of the Codified Ordinances, to-wit:

<u>Ord. No.</u>	<u>Date</u>	<u>C.O. Section</u>
2024-54	04-08-24	151.02; Repeals 149.17
2024-77	05-13-24	April 2024 Replacement Pages
2024-85	05-20-24	133.13, 167.03
2024-86	05-20-24	182.01 to 182.27, 182.99
2024-92	06-10-24	1103.02, 1132.02, 1151.32

SECTION 2: That the following sections of the Traffic and General Offenses Codes, as amended are hereby approved and adopted as amended or enacted so as to conform to enactments of the Ohio General Assembly:

Traffic Code

None

General Offenses Code

529.07 Open Container Prohibited. (Amended)

SECTION 3: This ordinance is adopted pursuant to the City of Streetsboro's home rule powers under Article XVIII, Section 3 of the Ohio Constitution and is expressly intended to supersede any provisions of the Ohio Revised Code in conflict with its provisions.

SECTION 4: That all formal actions of Council relating to the adoption of this ordinance, and all deliberations of Council and any of its committees leading to such action, were in meetings open to the public as required by R.C. 121.22.

SECTION 5: This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the City of Streetsboro and its inhabitants, and for the further reason that there exists an imperative necessity for the earliest publication and distribution of the July 2024 supplements to the Codified Ordinances to the officials and residents of the City, so as to facilitate the administration and daily operation of the City and avoid practical and legal entanglements. Wherefore, this ordinance shall take effect and be in full force immediately

# RECORD OF ORDINANCES

GOVERNMENT FORMS & SUPPLIES 844-224-3338 FORM NO. 30043

Ordinance No. \_\_\_\_\_ Passed \_\_\_\_\_, 20\_\_\_\_

upon its passage and approval by the Mayor, otherwise, it shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_  
Date Steve Michniak, President of Council

ATTEST: \_\_\_\_\_  
Caroline L. Kremer, Clerk of Council

APPROVED: \_\_\_\_\_  
Date Glenn M. Broska, Mayor

Prepared and approved as to legal content by: \_\_\_\_\_  
David L. Nott, Law Director

Date Submitted to Mayor for Approval: \_\_\_\_\_ Returned: \_\_\_\_\_

Sponsored by: Clerk of Council

## RECORD OF ORDINANCES

GOVERNMENT FORMS &amp; SUPPLIES 844-224-3338 FORM NO. 30043

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, 20\_\_\_\_

AN ORDINANCE RATIFYING THE CONSENT TO AN ASSIGNMENT OF THE COMMUNITY REINVESTMENT AREA AGREEMENT, SCHOOL COMPENSATION AND SCHOOL DONATION AGREEMENTS (THE "CRA AGREEMENTS") WITH GEIS STREETSBO RO 43 NORTH, LLC TO ROUTE 43 NORTH, LLC AND FURTHER AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE CONSENT TO AN ASSIGNMENT OF THE CRA AGREEMENTS WITH ROUTE 43 NORTH, LLC TO 10242 STATE ROUTE 43 NORTH, LLC, A TAX INCENTIVE ESTOPPEL AGREEMENT AND DECLARING AN EMERGENCY TO EXPEDITE THIS ECONOMIC DEVELOPMENT OPPORTUNITY.

WHEREAS, it the policy of the City of Streetsboro to create and nurture economic conditions that will increase business opportunities, create jobs, and improve the economic welfare of the residents of the City; and

WHEREAS, to encourage development, the City of Streetsboro, pursuant to Ordinance No. 2016-116, adopted by Council on October 24, 2016, established the area within the City as a Community Reinvestment Area (the "CRA") under the authority of the Ohio Revised Code Sections 3735.65 through 3735.70; and

WHEREAS, the Director of the Ohio Development Services Agency, pursuant to Ohio Revised Code Section 3735.66 approved the creation of the Streetsboro Community Reinvestment Act Number 2 on December 27<sup>th</sup>, 2016; and

WHEREAS, the City received an Application for tax abatement within the "CRA" for construction of a new facility, on property owned by Geis Streetsboro 43 North, LLC, an Ohio limited liability company; and

WHEREAS, in order to facilitate the Project and for the purpose of encouraging economic development within the Community Reinvestment Area, this Council enacted Ordinance No. 2020-105, which authorized the execution and delivery of a Community Reinvestment Area Agreement with Geis Streetsboro 43 North, LLC in the form attached hereto as Exhibit "A" (the "CRA Agreement") as required by Section 3735.671 of the Revised Code; and

WHEREAS, the Streetsboro Local School District and the Maplewood Career Center School District were provided with notice of the intent of the City of Streetsboro to enter into a CRA Agreement with Geis Streetsboro 43 North, LLC, on June 24<sup>th</sup>, 2020 as prescribed by Ohio Revised Code Section 3735.671; and

WHEREAS, on September 14<sup>th</sup>, 2020, the City executed a consent to the assignment of the CRA Agreement, the School Compensation and School Scholarship Donation Agreement (the "CRA Agreements") and the Project by Geis Streetsboro 43 North, LLC, an Ohio limited liability company to Route 43 North, LLC, a Delaware limited liability company, which is attached hereto as Exhibit "B," the execution of which must be ratified by this Council; and

WHEREAS, Route 43 North, LLC desires to assign the CRA Agreements and the Project to 10242 State Route 43 North, LLC, attached hereto as Exhibit "C," the execution of which must be approved by this Council; and

WHEREAS, it is further necessary to approve the execution of a Tax Incentive Estoppel Agreement, attached hereto as Exhibit "D," verifying that the terms and conditions of the CRA Agreements have been complied with; and



# RECORD OF ORDINANCES

GOVERNMENT FORMS & SUPPLIES 844-224-3338 FORM NO. 30043

Ordinance No. \_\_\_\_\_ Passed \_\_\_\_\_, 20\_\_\_\_\_

WHEREAS, the Streetsboro Local School District and the Maplewood Career Center School District will be provided notice of the assignment pursuant to Section 15 of the separate School Compensation Agreement and Section 2 of the Donation Agreement.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Streetsboro, Portage County, Ohio, that:

SECTION 1: This Council hereby finds and determines that execution of the assignment of the CRA Agreements by Geis Streetsboro 43 North, LLC to Route 43 North, LLC is hereby ratified.

SECTION 2: This Council hereby authorizes the Mayor to execute a Tax Incentive Estoppel Agreement verifying that the terms and conditions of the CRA Agreements have been complied with.

SECTION 3: This Council hereby authorizes the Mayor to execute a consent to an assignment of the CRA Agreements and the Project by Route 43 North, LLC, to 10242 State Route 43 North, LLC.

SECTION 4: This Council further authorizes the Mayor and other city officials to prepare and execute such other documents and agreement and to all other things as are necessary for and incidental to carrying out the requirements of this ordinance and the terms of the attached agreement together with any revisions or additions thereto.

SECTION 5: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, to the extent applicable, including Chapter 107 of the Codified Ordinances.

SECTION 6: This ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, convenience and welfare of the residents of this City for the reason that the Council wishes to act expeditiously in expanding economic opportunities within Streetsboro, and provided it receives the affirmative vote of three-fourths of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

PASSED: \_\_\_\_\_  
Date Steve Michniak, President of Council

ATTEST: \_\_\_\_\_  
Caroline L. Kremer, Clerk of Council

APPROVED: \_\_\_\_\_  
Date Glenn M. Broska, Mayor

Prepared and approved as to legal content by: \_\_\_\_\_  
David L. Nott, Law Director

Date Submitted to Mayor for Approval: \_\_\_\_\_ Returned: \_\_\_\_\_

Sponsored by: Patrick O'Malia, Economic Development Director / CRA Housing Director

**EXHIBIT**

T-7659

Exhibit "A"

**Community Reinvestment Area Agreement Between**  
**The City of Streetsboro and Geis Streetsboro 43 North LLC**  
**CRA Agreement Number 2020-01**

This Agreement made and entered into by and between the City of Streetsboro, Portage County, Ohio, a chartered city with its City Hall located at 555 Frost Road, Streetsboro, Ohio 44241 (herein referred to as "City") and Geis Streetsboro 43 North, LLC, an Ohio limited liability corporation, with its principal offices located at 10020 Aurora Hudson Road, Streetsboro, Ohio 44241 (herein referred to as "Company"). All of the above are collectively referred to as "Parties."

**WITNESSETH**

WHEREAS, the Council of the City of Streetsboro, Ohio, by Ordinance No. 2016-116, passed on October 24, 2016, designated an area within the City as a Community Reinvestment Area ("CRA") pursuant to Chapter 3735 of the Ohio Revised Code; and

WHEREAS, on the 27<sup>th</sup> day of December, 2016, the Director of the Ohio Development Services Agency confirmed the City's findings regarding the CRA designated in Ordinance No. 2016-116 and certified the CRA as Area No. 133-75014-160 . A copy of such confirmation is attached as Exhibit A; and

WHEREAS, Company is the fee simple title owner of approximately thirty one (31) acres of real property commonly known as Permanent Parcel 35-006-00-00-006-001, legally described in Exhibit "B" attached hereto and incorporated herein as if fully written the ("Project Site") located within the Streetsboro CRA and the land covered under this Agreement; and

WHEREAS, Company desires to construct on the Project Site an approximately four hundred thirty-four thousand (434,000) square foot new industrial/warehousing/logistics operations facility. The Company estimates that total construction cost will be Nineteen Million Nine Hundred Ninety-Four Thousand Dollars (\$19,994,000) and the cost of the land purchase has been recorded as One Million Eight Hundred Thousand Dollars (\$1,800,000) and there is no machinery, equipment, furniture or fixtures (collectively, the "Project"); and

WHEREAS, the Project Site is currently vacant and there is no inventory, machinery, equipment, furniture or fixtures on the Project Site prior to the execution of this Agreement. Construction of the Project will begin on approximately September 1, 2020, or sooner after this Agreement takes effect, and all acquisition, construction and installation sufficient for a certificate of occupancy of the Project will be completed no later than September 30, 2022 provided the CRA tax exemption is granted and the total project investment is \$21,794,000, plus or minus 5%; and

WHEREAS, Geis Companies, the parent of the Company undertaking the Project, has been a locally owned company within the City for decades, and the City believes strongly in assisting locally owned businesses; and

WHEREAS, the City is desirous of providing Company with incentives available for the development of the CRA Project under Chapter 3735 of the Ohio Revised Code; and

WHEREAS, the Company has submitted to the City an application for the CRA Tax Abatement incentive, a copy of which is attached hereto as Exhibit "C" (said application is hereinafter referred to as "Application") and incorporated herein by reference as if fully rewritten; and

WHEREAS, the City has investigated the Application and has recommended the same to the Council of the City on the basis that the Company is qualified by financial responsibility and business experience to create employment opportunities within said CRA which will improve the economic climate of the City; and

WHEREAS, the Company estimates that the construction payroll associated with the development of the Project Site to be \$6,700,000; and

WHEREAS, the Project will result in approximately 180 - 200 newly created jobs with a minimum annual gross payroll of \$9,125,000 within two (2) years after the completion of construction of the Project, but no later than December 31, 2025, through December 31, 2032 (the "Employment Period"). The Company estimates the following employment schedule:

Year 1:	72 FTE	\$3,650,000 annual payroll
Year 2:	180 FTE	\$9,125,000 annual payroll

All of the foregoing will take place within the boundaries of the CRA, provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, the Project Site is located within the service territory of the Streetsboro City School District Board of Education (the "District") and the Maplewood Career Center Board of Education (the "JVS") and shall be henceforth be referred to collectively as the "Schools"; The Company understands that this CRA Agreement and Tax Abatement will only pertain to the Project Site; and

WHEREAS, the Schools have been made aware of the City's desire to grant a CRA abatement for the Project via written communication sent via mail along with a copy of the proposed Agreement as well as the Application within the stated time frames prescribed by law pursuant to Section 3735.671 and 5709.83 of the Ohio Revised Code, and have been provided a copy of the CRA application; and

WHEREAS, In order for the City to provide a ten (10) year, one hundred percent (100%) exemption in the CRA Agreement, it is necessary for the Schools to approve the exemption prior to the approval of the CRA Agreement by City Council; and

WHEREAS, on September 3, 2020, the Company and the District entered into: (1) an agreement requiring the Company to pay the District an amounts equal to 20% of the amount of taxes that the District would otherwise be due and owing if this Agreement were not in effect (the "School Compensation Agreement") a copy of which is attached hereto as Exhibit D and incorporated herein by reference; and

(2) a School Scholarship Donation Agreement by and between Company and District (the "Scholarship Agreement") in the form attached hereto as Exhibit E and incorporated herein by reference; and

WHEREAS, the District through the Streetsboro City School District Board of Education has: (1) approved this Agreement on August 13, 2020 via resolution 2020-8-13 which included the one hundred (100%) real property tax exemption for ten (10) years; (2) consented to the approval and execution of this Agreement; (3) approved and authorized the execution of the School Compensation Agreement; and (4) approved and authorized execution of the Scholarship Agreement; and

WHEREAS, the School Compensation Agreement requires the Company to pay the JVS an amounts equal to 20% of the amount of taxes JVS would otherwise be due and owing if this Agreement were not in effect; and

WHEREAS, the City Council, by resolution 20-105, adopted August 25, 2020 has approved the terms of this Agreement and authorized its execution on behalf of the City.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the Parties and Schools from the execution hereof and in full compliance with the Ohio Revised Code, the Parties and Schools herein agree as follows:

1. Company will cause the commencement of construction of a new building approximately four hundred and thirty-four thousand (434,000) square feet in size in the City. Construction of the Project will begin on approximately September 1, 2020, or as soon thereafter as is possible after this Agreement takes legal effect, and will be completed in approximately September of 2022 and will cost as follows:

a. Purchase of Land:	\$1,800,000
b. <u>New Building Construction:</u>	<u>\$19,994,000</u>
i. Total Investment	\$21,794,000
2. Company estimates that the payroll associated with construction jobs for the construction of the Project will be Six Million Seven Hundred Thousand Dollars (\$6,700,000).
3. Company currently has no employees at Project Site since it is new construction but, through its tenants at the Project, it will cause the creation of between one hundred eighty (180) and two hundred (200) permanent full-time employees (i.e. 32 hours or more per week) within two (2) years after completion of the Project, but no later than December 31, 2025.
4. The minimum gross annual payroll attributable to the employees set forth in item 3 above shall be Nine Million One Hundred Twenty-Five Thousand Dollars (\$9,125,000).
5. Company further agrees and shall require all tenants at the Property to report any full-time, part-time, temporary or leased employees described in Section 3 and Section 4 together with

this relevant payroll information to the City and / or the Tax Incentive Review Council (herein referred to as "TIRC") annually to evaluate Company's compliance with this Agreement. If temporary or leased employees are used at this Project Site, Company agrees to cause the applicable tenant to provide to the City and / or TIRC the business information for the agencies managing these employees including the Federal I.D. Number of the employer of said workers. For each year of this Agreement, Company shall provide to the City an annual report by March 1<sup>st</sup> detailing the full – time, part – time, and / or leased employee payroll for the previous year. The acceptance of this report shall be confirmed by the Housing Officer / Economic Development Director in writing and sent to the Company address on file and referenced within this Agreement.

6. Company shall cause the Project to be operated as proposed in the Application for the exemption period of ten (10) years and Company agrees to use commercially reasonable efforts to have tenants occupy the building on the Project Site located at 10242 State Route 43, Streetsboro, Ohio for not less than the full exemption period. Company agrees to not file any request for reduction in property valuation for the Project with the Portage County Board of Revision during the term of this Agreement except to the extent of any increases in property valuation after the Project's initial full assessment of the land and improvements is made. Such initial full property value assessment of the land and building is expected to be approximately Twenty-One Million Seven Hundred Ninety-Four Thousand Dollars (\$21,794,000).
7. Any expansion of the building, Project or Project Site must be owned and operated by the Company or an affiliate thereof or a permitted assignee pursuant to this Agreement. Any expansion to the building and/or, Project, of new construction on the Project Site that is owned or operated by a person or entity who is neither a party to this Agreement nor an affiliate thereof nor a permitted assignee, shall not receive any tax abatement set forth herein.
8. Company shall provide, or cause to be provided, to the TIRC and the City Housing Officer / Economic Development Director any information reasonably required by the TIRC or City to evaluate Company's compliance with this Agreement, including the returns filed pursuant to Section 5711.02 of the Ohio Revised Code if requested. Owner acknowledges that they may be subject to the penalty detailed in Section 11 if they fail to provide all requested information by March 1<sup>st</sup> of each year that the Company receives a tax incentive per this Agreement.
9. Company and any lessees at the Project Site shall make reasonable efforts to assist and cooperate with the City in encouraging other businesses to locate and remain within the municipal boundaries of the City.
10. The City hereby grants to Company, upon passage by the Streetsboro City Council and execution of this Agreement, a tax exemption for real property improvements (buildings

exclusively, no abatement on the land) made to the Project Site pursuant to ORC 3735.67 which shall be in the following amounts:

<u>Years of Tax Exemption</u>	<u>Exemption Rate (Building)</u>
Years 1 through 10	100%

- a. The City has granted the above real property tax on building exemption based upon the projected additional municipal income tax withholding to be received by the City as a result of the minimum of the one hundred eighty (180) permanent full time employees which Company shall cause to create within two (2) years after the completion of the Project at the Project Site. This job figure equates to a minimal annual payroll threshold of Nine Million One Hundred Twenty-Five Thousand Dollars (\$9,125,000) for each calendar year of the Employment Period. No exemption from real property taxes is extended to the land.
- b. On December 31<sup>st</sup>, 2025 and on December 31<sup>st</sup> of each subsequent year until December 31<sup>st</sup>, 2032, if the annual payroll at the Project does not equal or exceed Nine Million One Hundred Twenty-Five Thousand (\$9,125,000), unless otherwise agreed by the City through formal action of the City Council, the Company agrees to make a payment in lieu of taxes to the City to make up the difference between the actual received income tax and the amount of income tax that the City would have received with said payroll. Income tax rates are two percent (2%) within the City and an annual payroll of \$9,125,000 equates to a net amount due of \$182,500/annually. To the extent that such income tax collections fall short of this figure in any given year during the Employment Period, the Company shall pay the difference owed to the City no later than December 31<sup>st</sup> of the following calendar year.
- c. If the annual payroll at the Project during the Employment Period does not equal or exceed Nine Million One Hundred Twenty-Five Thousand Dollars (\$9,125,000) as required by this Agreement and Company fails to make a payment in lieu of taxes to the City as outlined in Section 10(b) above, unless otherwise agreed to by the City, the percentage of the exemption may be reduced from 100% by an appropriate percentage at any time and for any period of time as may be determined by the City and / or the TIRC as this will be considered a material breach of the spirit of the Agreement.
- d. If the Company fails to make a payment in lieu of taxes to the City as outlined in Section 10(b) above, the City is hereby authorized to secure payment in lieu of taxes through a lien on the exempted property at Project Site in the amount required to be paid plus any fees that would be due in processing or filing the lien. Such lien shall attach, and may be perfected, collected, and enforced in the same manner as a mortgage lien on real property and shall otherwise have the same force and effect as a mortgage lien on real property.

- e. The exemption commences the first year for which the real property improvements would first be taxable were that property not exempted from taxation, with such first year to be determined by the City's Housing Director / Economic Development Director certification submitted to the Chairman of the City's TIRC. No exemption shall commence before January 1<sup>st</sup>, 2023 nor extend beyond December 31<sup>st</sup>, 2032 unless otherwise agreed to by the Parties and the Schools.
11. Company shall pay an annual fee equal to the greater of one percent (1%) of the amount of taxes exempted under this Agreement or Five Hundred Dollars (\$500), whichever is greater; provided, however, if the value of the exemption exceeds Two Hundred Fifty Thousand Dollars (\$250,000) the fee shall not exceed Two-Thousand Five Hundred Dollars (\$2,500). The fee shall be paid to the City of Streetsboro within thirty (30) days after receipt of an invoice each year that this Agreement is in effect. This fee shall be deposited in a special fund created for such purpose and shall be used for the purpose of complying with the CRA Annual Reporting Requirements as specified in Section 3735.671(D) of the Ohio Revised Code and by the Tax Incentive Review Council created under Section 5709.85 of the Ohio Revised Code exclusively for the purpose of performing the duties prescribed under that section.
12. The Company further agrees to cause its affiliated company, Mannix Company, to donate an approximately 5.56 acre site known as permanent parcel number 35-012-00-00-001-009 (the "Donated Parcel") to the City, at a value determined by an appraisal. The Company shall cause the following improvements to be completed prior to the donation and transfer of the Donated Parcel to the City: (1) install gravel roadway improvements from the Donated Parcel to Aurora-Hudson Road, (2) install a gravel parking area on the Donated Parcel; and (3) construction of a walking trail around the lake within the Donated Parcel. The City will own and use the Donated Parcel as a public park and be responsible for any and all maintenance of the Donated Parcel after the transfer.
13. Within thirty (30) days after receipt of an invoice from the City, the Company shall remit a one-time donation of Ten Thousand Dollars (\$10,000) to the City or its authorized designee for purposes of celebrating the Streetsboro Bicentennial on or before December 31, 2020.
14. Within thirty (30) days after receipt of an invoice from the City, the Company shall remit an annual donation, commencing in the year 2023 and thereafter for each year the exemption is effective of Five Thousand Two Hundred Dollars (\$5,200) to the City for purposes of improving the local park and recreation facilities and amenities.
15. After receipt of an invoice from the Schools, the Company shall remit an annual donation commencing in the year 2023 and thereafter for each year the exemption is effective, of One Thousand Two-Hundred Twenty-Five Thousand Dollars (\$1,225) pursuant to the Scholarship

Agreement with the District, for use and distribution by the Streetsboro Education Foundation for the purpose of scholarships and/or grants for students who are residents of Streetsboro.

16. Pursuant to the terms of the School Compensation Agreement, the Company agrees to annually pay within thirty (30) days after invoice from the District, commencing in the year 2023 and thereafter for each year the exemption is effective, to the JVS and District, respectively, twenty percent (20%) of the value of the property tax abated via the property tax exemption that each of JVS and the District would otherwise be due but for the property tax exemption under this Agreement. For example, if the Project would have generated \$100 in total property tax and the District typically receives 72% and the JVS receives 5% of the property tax then the JVS would be owed \$1 (20% of \$5) and the District would be owed \$14.40 (20% of \$72). It is further agreed and understood that the combined compensation payments made pursuant to the terms of the aforementioned Agreements shall not exceed the amount the District and JVS would have received had the Project Site not been exempted.
17. Company shall pay such real and tangible personal 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 Company fails to pay such taxes or file such returns and reports, exemptions 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.
18. The City 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 examinations.
19. If for any reason the City revokes the designation of the area, entitlements granted under this Agreement shall continue for the balance of ten (10) years unless Company materially fails to fulfill its obligations under this Agreement and the City terminates or modifies the exemption from taxation pursuant to this Agreement.
20. If Company materially fails to fulfill its obligations under this Agreement, subject to any and all cure rights pursuant to this Agreement, or if City determines that the certification as to delinquent taxes required by this Agreement is fraudulent, the City may terminate or modify the exemptions from taxation granted under this Agreement and deny or modify future tax exemptions and abatements heretofore granted from the date of the Company's breach or default. Notwithstanding any other provision of this Agreement to the contrary, in the event Company shall fail to perform a monetary obligation, Company shall have ten (10) days from its receipt of written notice from the City to that it has failed to perform such monetary obligation to cure such monetary obligation. In the event Company fails to perform a non-monetary obligation, Company shall have thirty (30) days from its receipt of written notice



from the City that it has failed to perform such non-monetary obligation to cure such non-monetary obligation.

21. Company hereby certifies that at the time this Agreement is executed, it does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, nor does it owe delinquent taxes for which Company is liable under Chapters 5733., 5735., 5739., 5741., 5743., 5747., or 5753. of the Ohio Revised Code. For the purposes of this 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.
22. Company affirmatively covenants that they do 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 State, a State agency or political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.
23. This Agreement and the tax abatement herein, shall run with the land, but is not transferable or assignable by Applicants and Owner without the express, written approval of the City, which approval will not unreasonably be withheld. At the time of any assignment, the City agrees to provide, upon not less than ten (10) business days prior written request, an estoppel certificate certifying that this Agreement is in full force and effect (unless such is not the case, in which case the City shall specify the basis for such claim), that the requesting party is not in default of any term, provision or condition of this Agreement beyond any applicable notice and cure provision (or specifying such claimed default) and certifying such other matters reasonably requested by the requesting party. At such time as the City has consented to an assignment, the assignee shall certify or agree in writing that it will be bound to all of the terms of this Agreement from the date of such assignment and the City shall seek to enforce the Agreement against assignee for any failure to perform under the Agreement occurring after the date of such assignment.
24. Exemptions from taxation granted under this Agreement shall be revoked if it is determined that Company, any successors, or any related members (as those terms are defined in Division E of Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into this Agreement under Division E of Section 3635.671 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.
25. The Company represents and warrants to the City that, as of the Effective Date, Company has not knowingly made any false statements to the City concerning an application for economic development assistance in connection with this Agreement. If the Company has been fully adjudicated, after being provided with 120 days written notice, an opportunity to respond, and an administrative hearing under Ohio Revised Code Chapter 119 no earlier than 60 days

after notice is provided, to have knowingly made a false statement to the City to obtain the CRA real property tax exemptions, the Company shall be ineligible for any future economic development assistance from the State of Ohio, any State of Ohio agency or a political subdivision pursuant to Ohio Revised Code 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 Ohio Revised Code 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.

26. Company shall at the time of application herein pay the sum of \$750 to the State of Ohio Development Services Agency, to be used for the filing of the CRA once it is approved by all Parties and Schools to this Agreement. The City Housing Officer / Economic Development Director shall cause the CRA Agreement and all supporting documents to be filed with the State of Ohio Development Services Agency within fifteen (15) days of approval by the City of Streetsboro City Council.
27. If any provision of this Agreement or the application of any such provision to any such person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect.
28. The Parties covenant and agree that they are prohibited from challenging the validity of this Agreement or the CRA. In that regard, the Company and the City waive any defects in any proceedings related to the CRA or this Agreement.
29. No covenant, obligation, or agreement is deemed to be a covenant, obligation or agreement of any present or future member, officer, agent, or employee of the Parties other than in his or her official capacity, and neither officers of the City, members of the legislative authority of the City, nor any officers of Company executing this Agreement are liable personally under this Agreement or subject to any personal liability or accountability by reason of the execution thereof or by reason of the covenants, obligations, or agreements of the Parties contained in this Agreement.
30. The Parties and Schools acknowledge that this Agreement must be approved by formal action of the legislative authority of the City of Streetsboro, and its applicable boards and commissions, as a condition for this Agreement to take effect. This Agreement takes effect upon the effective date of such approval and signature herein by the Mayor of the City of Streetsboro.

31. This Agreement may be executed in several counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute but one and the same instrument.
32. Company agrees to notify the City within 30 business days after they have entered into a lease agreement with a tenant to occupy the new building. Company shall provide to the City the length of the lease term in the lease agreement, including any options to extend said lease term.
33. Unless terminated earlier pursuant to its terms, this Agreement shall be in full force and effect until December 31<sup>st</sup> of the last tax year for which exemptions can be claimed, after which this Agreement and the obligations of all parties shall hereto terminate. The Company has the right to terminate this Agreement for any reason or no reason at all by delivering a signed written instrument to the City at least three (3) months prior to the desired termination date. Receipt of a termination from the Company to the City shall terminate exemptions provided herein to the Company, its Affiliates, Permitted Transferees, successors and assignees.
34. Company acknowledges and agrees that this Agreement is a public record subject to disclosure (after redaction for information that may be exempt from disclosure as described below) under the State of Ohio's public record laws. The City acknowledges and agrees that the State's public record laws exempt from disclosure certain types of records, materials and information, including without limitation tax returns and related information (ORC Sections 718.13, 5703.21, 5711.101); records confidential under other state or federal law (ORC Section 149.43 (A)(v)); social security numbers (ORC Section 149.45); trade secrets and economic development project information (ORC Sections 122.36, 1333.61 et seq); and financial information (ORC Section 122.75). The City agrees to use adequate safeguards to maintain the security of all materials, communications, data and information related to this Agreement or supplied by the Company in connection with this Agreement and to maintain confidentiality of those materials, communications, data and information to the extent permitted by Ohio law.
35. Any notices, statements, acknowledgements, consents, approvals, certificates or requests on behalf of either party shall be made in writing and addresses as follows:

**As to the City:**

City of Streetsboro  
Attn: Law Director  
9184 St. Rt. 43  
Streetsboro, OH 44241

**As to the Company**

Gels Streetsboro 43 North, LLC  
Attn. General Counsel  
10020 Aurora Hudson Road  
Streetsboro, OH 44241

*(End of Document. Signature Page follows)*

IN WITNESS WHEREOF, the City of Streetsboro, Ohio, and Geis Streetsboro 43 North, LLC, have entered into this Agreement by signatures of their appropriately authorized officers set forth below.

City of Streetsboro

By: Glenn M. Broska

Glenn M. Broska, Mayor

Date: 09/03/2020

Witnesses:

Patrick O'Malia

Signed Witness Name

Patrick O'Malia

Printed

Geis Streetsboro 43 North, LLC

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

Gregory M. Geis, Manager

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

Witnesses:

\_\_\_\_\_

Signed Witness Name

\_\_\_\_\_

Printed

Approved as to Form:

Franklin Beni

Franklin Beni, Law Director

IN WITNESS WHEREOF, the City of Streetsboro, Ohio, and Geis Streetsboro 43 North, LLC, have entered into this Agreement by signatures of their appropriately authorized officers set forth below.

City of Streetsboro

By: \_\_\_\_\_  
Glenn M. Broska, Mayor

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

Witnesses:

\_\_\_\_\_  
Signed Witness Name

\_\_\_\_\_  
Printed

Approved as to Form:

\_\_\_\_\_  
Franklin Beni, Law Director

Geis Streetsboro 43 North, LLC

By: \_\_\_\_\_  
Gregory M. Geis, Manager

Date: 4/2/2020

Witnesses:

\_\_\_\_\_  
Signed Witness Name

\_\_\_\_\_  
Printed

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## **LIST OF EXHIBITS**

**Exhibit A – Certification of Streetsboro CRA from ODSA**

**Exhibit B – Legal Description of the Project Site**

**Exhibit C – Application for CRA Incentive**

**Exhibit D – School Compensation Agreement**

**Exhibit E – Scholarship Agreement**

Exhibit A

Certification of Streetsboro CRA from ODSA



John R. Kasich Governor      David Goodman Director

OHIO'S COMMUNITY REINVESTMENT AREA PROGRAM

CITY OF STREETSBORO

STREETSBORO COMMUNITY REINVESTMENT AREA NO. 2

CONFIRMATION - Area No. 133-75014-180

Upon examination of (a) the "Petition for Area Confirmation" of the Streetsboro Community Reinvestment Area No. 2 submitted by the City of Streetsboro on November 22, 2016; (b) a certified copy of Community Reinvestment Area Ordinance No. 2016-116 adopted by the Council of the City of Streetsboro on October 24, 2016; (c) a survey of the housing conditions existing in the proposed area; (d) the written description of the City of Streetsboro designated Streetsboro Community Reinvestment Area No. 2; (e) a map of the proposed area; (f) the zoning standards currently in place within the proposed area; and (g) a review of the findings of the staff of this Agency, I have determined that the area so designated meets the requirements of Ohio Revised Code Section 3735.66.

Accordingly, pursuant to Ohio Revised Code Section 3735.66, I hereby confirm the findings of the City of Streetsboro to be valid and consistent with applicable legislative requirements. The area designated as the Streetsboro Community Reinvestment Area No. 2 by the City of Streetsboro within the aforementioned "Petition for Area Confirmation" is determined to be a Community Reinvestment Area.


Executed at Columbus, Ohio, this 22<sup>nd</sup> day of December, 2016.

David Goodman  
Director  
Ohio Development Services Agency

REC'D

JAN 03 2017

CLERK OF COUNCIL  
STREETSBORO, OHIO

By:   
Name: Matt Peters  
Title: Assistant Director

**Exhibit B**

**Legal Description of Project Site**

**Parcel A  
State Route 43  
Streetsboro, Ohio**

Situated in the City of Streetsboro, County of Portage and State of Ohio, and known as being part of Original Streetsboro Township Lot Nos. 6 and 16, further known as being a portion of those lands conveyed to Geis Streetsboro 43 North, LLC by deed recorded in Document No. 201910670 of Portage County Records, said premises being more particularly bounded and described as follows:

Beginning at a 1 inch iron pin found inside a monument box assembly at the intersection of State Route 43, 60 feet wide, and the centerline of Frost Road, 60 feet wide, said point also being the southwesterly corner of the aforementioned Lot 16; thence North 00 degrees 31 minutes 45 seconds West along the centerline of State Route 43, also being the westerly line of said Lot 16, a distance of 2551.65 feet to a Mag nail set at the PRINCIPAL PLACE OF BEGINNING of the premises herein described;

Course No. 1: Thence continuing North 00 degrees 31 minutes 45 seconds West along the centerline of State Route 43, also being the westerly line of said Lot 16, a distance of 156.80 feet to a Mag nail set at the northwesterly corner thereof, also being the southwesterly corner of the aforementioned Lot 6;

Course No. 2: Thence North 00 degrees 53 minutes 13 seconds West along the centerline of State Route 43, also being the westerly line of said Lot 6, a distance of 868.72 feet to a Mag nail set at the southwesterly corner of lands conveyed to the City of Streetsboro, Ohio by deed recorded in Document No. 201108763 of Portage County Records, said point being witnessed by a 1 inch iron pin found (1 foot deep) distant North 88 degrees 23 minutes 10 seconds East, 30.28 feet therefrom;

Course No. 3: Thence North 89 degrees 01 minutes 37 seconds East along the southerly line of said City of Streetsboro lands, and along the southerly line of Sublot 3 in Streetsboro Industrial Park Co. Plat No. 2, recorded in Plat 1994-20 of Portage County Records, also being the southerly line of lands conveyed to 1400 Miller Pkwy, LLC by deed recorded in Document No. 201416918 of Portage County Records, and along the southerly line of lands conveyed to Onex Construction, Inc. by deed recorded in Document No. 200325330 of Portage County Records, and along the southerly line of Block "C" in the aforementioned Plat 1994-20 of Portage County Records, also being the southerly line of lands conveyed to Safeguard Technology, Inc. by deed recorded in Document No. 200818698 of Portage County Records, and the southerly line of lands conveyed to The University of Akron Foundation by deed recorded in Official Record Volume 317, Page 564 of Portage County Records, a distance of 1740.35 feet to a 5/8 inch iron pin set;

Course No. 4: Thence South 21 degrees 53 minutes 51 seconds West a distance of 199.54 feet to a 5/8 inch iron pin set;

Course No. 5: Thence South 67 degrees 11 minutes 30 seconds West a distance of 117.46 feet to a 5/8 inch iron pin set;

Course No. 6: Thence North 89 degrees 38 minutes 43 seconds West a distance of 55.77 feet to a 5/8 inch iron pin set;



**Course No. 7: Thence South 00 degrees 00 minutes 00 seconds East a distance of 776.51 feet to a 5/8 inch iron pin set;**

**Course No. 8: Thence North 90 degrees 00 minutes 00 seconds West a distance of 467.57 feet to a 5/8 inch iron pin set;**

**Course No. 9: Thence North 00 degrees 00 minutes 00 seconds West a distance of 169.03 feet to a 5/8 inch iron pin set;**

**Course No. 10: Thence North 90 degrees 00 minutes 00 seconds West a distance of 835.53 feet to a 5/8 inch iron pin set;**

**Course No. 11: Thence South 00 degrees 00 minutes 00 seconds East a distance of 217.16 feet to a 5/8 inch iron pin set;**

**Course No. 12: Thence North 90 degrees 00 minutes 00 seconds West and passing through a 5/8 inch iron pin set on the easterly line of State Route 43 at 153.64 feet, a total distance of 183.64 feet to the Principal Place of Beginning and containing 31.8804 acres (1,388,710 square feet) of land including 0.7065 acre (30,773 square feet) within the right of way of State Route 43 (29.9042 acres (1,302,628 square feet) within O. L. 6 and 1.9762 acre (86,082 square feet) within O. L. 16), according to a survey by Christopher J. Dempsey, Professional Land Surveyor No. 6914 of Dempsey Surveying Company on June 4, 2020, being the same more or less but subject to all legal highways and easements of record.**

**All iron pins set are 5/8 inches in diameter by 30" long with a yellow plastic cap stamped "C. Dempsey P.S. 6914".**

**Bearings are referenced to Grid North of the Ohio State Plane Coordinate System North Zone, NAD 83 Datum.**

**Exhibit C**  
**Application for CRA Incentive**

**(Attached Hereto)**

# City of Streetsboro

Administrative Offices  
9184 State Route 43  
Streetsboro, OH 44241  
(330) 626-4942  
(330) 626-3661



## Community Reinvestment Area Application

Thank you for considering the City of Streetsboro for your home as either a resident or business. The City of Streetsboro is a progressive and business friendly community that is pleased to offer our home owners, office/retail (commercial) and industrial properties a tax abatement program through the Community Reinvestment Area (CRA). The CRA is a property tax abatement to benefit property owners who renovate existing buildings or construct new ones.

Please note that the City of Streetsboro believes that taxation is the rule and exemption is the exception. Not every project that is eligible within the CRA will receive an exemption. Tax incentives are used by the administration strategically to accomplish desired end goals, such as encouraging economic stability, maintaining property values and generating new employment opportunities. We realize that economic development incentives can be tricky and confusing. As such, we have created an easy to use and understand application that fully explains the purpose, geography and limits of the tool. Should you need additional help completing the application, or have further questions, please do not hesitate to contact the Economic Development Director, Patrick O'Malia, at 330-626-4942 extension 4104 or [pomalia@cityofstreetsboro.com](mailto:pomalia@cityofstreetsboro.com).

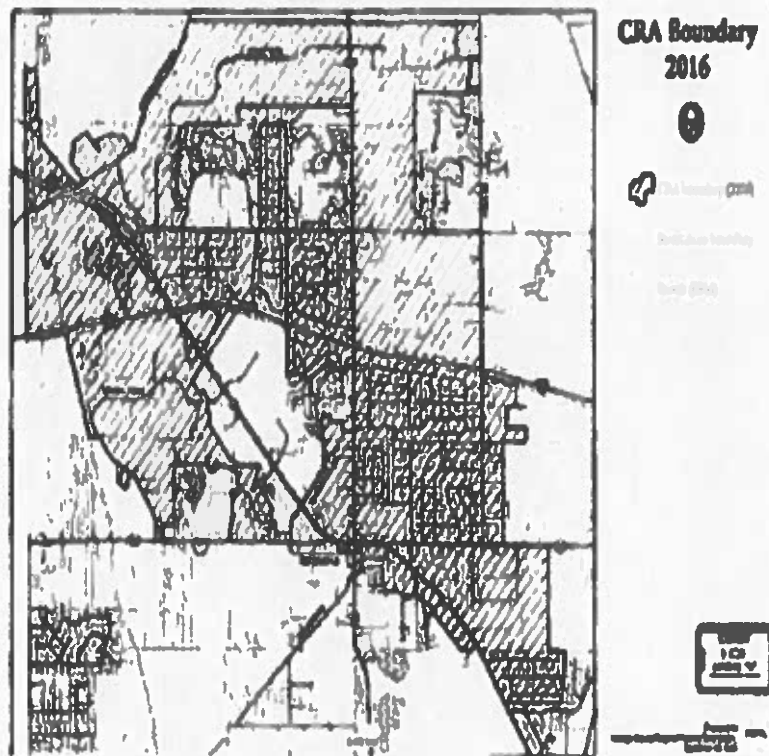
### Table of Contents:

- Legal Authority and Boundaries, page 2
- Rates and Terms of Exemption, page 3
- Special Information for Residential Applicants, page 4
- Application for non-residential, page 5

### Section 1: Legal Authority and Boundaries

The Community Reinvestment Area (CRA) #2 is a tax abatement economic development incentive offered by the City of Streetsboro. The legislation creating the current CRA was passed by City Council on October 24<sup>th</sup> of 2016 with Ordinance Number 2016-116 after the completion of a Housing Condition Survey and approval from the Ohio Development Services Agency. The City of Streetsboro is legally and duly authorized to create a CRA and the program conforms to the stipulations found in the Ohio Revised Code Sections 3735.65 - 3735.673.

The CRA covers a set geography as defined in the following map:



## Section 2 Rates and Terms

Residential remodel/new construction are encouraged to contact City Hall. Rates and terms for non-residential projects are subject to negotiation with the Economic Development Director and approval of City Council. The information below reflects the maximum term/rate; not every project will qualify. Within the legislation creating the CRA, City Council authorized the following rates and terms.

**Residential** (please note that 3 or more multi-family units are not eligible for exemption)

Type	Min Investment	Term	Rate
Remodel (2 units or less)	\$10,000	5 years	50%
Remodel (2 units or more)	\$20,000	5 years	50%
New Construction (2 units or less)	n/a	7 years	50%

### Commercial

Type	Min Investment	Term	Rate
Commercial	\$50,000	Negotiable	Up to 50% as negotiated

### Industrial

Industrial projects rate of tax exemption depends on the amount invested but the term (length of years) will depend on payroll and are negotiated on a case-by-case basis. Projects that exceed \$15 million in new investment or \$10 million in new payroll may be negotiated by the Economic Development Director without reference to the following limits:

#### Rate of Tax Exemption

Min Investment	Max Percent of Tax Exemption
\$500,000 - 999,999	10%
\$1,000,000 - 2,999,999	20%
\$3,000,000 - 5,999,999	30%
\$6,000,000 - 9,999,999	40%
\$10,000,000 - 15,000,000	50%

#### Term of Tax Exemption (in years)

Min New Payroll	New Construction	Rehab/Building Addition
\$500,000 - 999,999	5	3
\$1,000,000 - 1,999,999	6	4
\$2,000,000 - 3,499,999	7	5
\$3,500,000 - 4,999,999	8	6
\$5,000,000 - 6,999,999	9	7
\$7,000,000 - 10,000,000	10	8

### **Section 3: Application for Residential CRA Abatement**

**Please provide information on the property owner**

<b>Owner Name</b>	
<b>Address</b>	
<b>Contact E-Mail</b>	
<b>Contact Phone</b>	

**Please note the following:**

- 1. You are not required to file an application for residential abatement until the construction is complete. However, you are *strongly encouraged* to coordinate with the Economic Development Director prior to undertaking any new construction or remodeling. There may be instances where you make tangible, real improvements to your property but it will not affect your tax bill and, as such, would not qualify for a reduction in taxes. For example, if you wished to undertake a kitchen remodeling it may not change the tax value of your home as you already have a kitchen so as far as the County Auditor (who sets tax rates) is concerned it may not change anything on your tax bill. However, the addition of new square footage, such as a sun room or enclosing a porch may increase your tax bill.**
- 2. Residential projects that are within the CRA and do qualify for a tax incentive are non-negotiable. The rate and term have been set in the legislation (see Section 2).**

**Section 4: Application for Non-Residential CRA Abatement**

Please provide information on the company, its officers or those owning more than 20%. Copy and use this page if more space is needed.

Company Name	GEIS STREETSBORO 43 NORTH LLC (OR ASSIGNEE)
Company Address	10070 AURORA HUDSON ROAD STREETSBORO, OH 44241
Company Type (LLC, etc.)	LLC
Contact E-Mail	JOHS@GEISCO.NET
Contact Phone	330-528-1269
Contact Title (CEO, etc.)	CFO
Principal owner/officer name & title	GREGORY GEIS, CEO
Principal owner/officer name & title	

1. Project location:
  - a. Address: 10198 STATE ROUTE 43
  - b. Parcel number(s): 35-006-00-00-006-000 CURRENT PPN. LOT WILL BE  
SPLIT IN THE FUTURE FOR PROJECT
2. Nature of business (manufacturing, distribution, wholesale, etc.):  
REAL ESTATE DEVELOPMENT
3. Primary 4 digit Standard Industrial Code (SIC) # or NAICS #:  
531390
4. Market value of existing facility (as determined for local property tax):  
\$ 339,300
5. The applicant understands that no work may begin prior to the approval of the incentive or the agreement is null and void as the incentive was not necessary to create the investment. The project anticipates breaking ground/starting construction on 9/1/, 20 20 and estimates completing the project on 8/31, 20 22, provided a tax exemption is granted.

6. Estimate the amount to be invested by the company to establish, expand, renovate or occupy the project by expense category:

Type	Amount	Description
Land	\$ 1,800,000	LAND PURCHASE
Acquisition of Building(s)	\$	
Facility Renovation	\$	
New Construction	\$ 19,994,000	434,000 SF SPEC BUILDING
Machinery & Equipment	\$	
Furniture & Fixtures	\$	
Inventory	\$	
Other:	\$	
Other:	\$	
<b>TOTAL PROJECT INVESTMENT</b>	\$	

7. To qualify for the CRA incentive, the company must be current on its tax and other monetary responsibilities to the government. Does the company owe:
- Any delinquent taxes to the State of Ohio or its political subdivisions?  
Yes ☐ No ☒
  - Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State?  
Yes ☐ No ☒
  - 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 ☒

#### 1. Project Information

Please provide information on the project that the company is seeking a CRA incentive for. This information will be presented to the parties that evaluate if the granting of the incentive is necessary and proper.

##### 1. Project description:

APPROX 434,000 SF MULTI TENANT INDUSTRIAL BUILDING WITH 32' CLEAR  
HEIGHT MULTIPLE TRUCK DOCKS AND DRIVE IN DOORS, ESFR SPRINKLERS  
AND MODERN COLUMN SPACING LOCATED ON APPROX 30 ACRE SITE

##### 2. Business's reasons for requesting tax incentives (be quantitatively specific as possible):

PROJECT NEEDS THE INCENTIVE TO BE COMPETITIVE IN THE  
CURRENT MARKET AND TO COMPETE WITH OTHER PROJECTS IN  
DIFFERENT LOCALES WITH SIMILAR INCENTIVE PROGRAMS.



3. Please list any additional information, such as internships or other agreements, your company intends to offer to the school system or other possible unique aspects of how the project may benefit the community.

ANNUAL SCHOLARSHIP TO CITY SCHOOL ANNUAL CONTRIBUTION TO CITY PARKS, DONATION OF PARK LAND TO CITY INCLUDING IMPROVEMENTS, SCHOOLS WILL RECEIVE 20% OF NORMAL TAXATION FIGURE, CITY WILL RECEIVE 10% OF NORMAL TAXATION FIGURE, DONATION TO STREETSBOBO BICENTENNIAL CELEBRATION

4. Estimate the business's new and retained positions that will occur as a result of this project if the tax exemption is granted:

	Full - Time	Part - Time	Temporary / Seasonal
Newly Created:	180-200		
Jobs to be Retained at Project Site:			

5. Estimate and itemize the new annual payroll that will be created if the tax exemption is granted:

	Full - Time	Part - Time	Temporary / Seasonal
Newly Created Jobs Payroll:	9,125,000		
Jobs to be Retained at Project Site Payroll:			

6. State the time frame of the projected hiring: 3 years.

7. Estimate of construction payroll:

	Full - Time	Part - Time
Construction Jobs Payroll:	6,700,000	

## **II. Additional Requirements**

Please initial on the following lines to demonstrate that you understand the following conditions of the CTRA tax incentive should your application be considered for tax abatement. This is not intended to be an exhaustive or all-encompassing list of terms and other terms and conditions may be present in the final contract. This section is provided as a convenience to you as the end user so you fully understand the importance of what kind of contractual obligations you may be required to enter into as a recipient of a tax incentive.

1. The exemption commences the first year in which the real property would first be taxable were that property not exempted from taxation. No exemption shall commence before the start of construction or other approved activities nor extend beyond the term of the agreement. Initials: *JS*
2. The applicant/property owner shall pay such real and tangible personal 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 applicant fails to pay such taxes or file such returns and reports, all incentives granted under the 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. Initials: *JS*
3. The applicant understands and attests that the approval of the School District, including but not limited to the City Schools as well as the Joint Vocational School District, will be forwarded a copy of this application. In certain scenarios, when an extended rate or term are requested, the formal approval of the Schools must come before the City of Streetsboro can take action on the application. Initials: *JS*
4. The applicant hereby certifies that at the time of this application that the company requesting the CRA incentive 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 the company is liable under Chapter 5733., 5735., 5739., 5741., 5747., or 5753. of the Ohio Revised Code, or, if such delinquent taxes are owed, the company is currently paying the delinquent taxes pursuant to a delinquent tax contract 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 the company. 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. Initials: *JS*
5. The applicant hereby certifies that at the time of this application that the company requesting the CRA incentive, its successor, or related member, has not within the past five years closed a facility within the State of Ohio that was subject to a CRA tax exemption or an exemption under the Ohio Enterprise Zone program (see Ohio Revised Code 3735.671(B)). Initials: *JS*
6. CRA incentives are only offered to companies that are not relocating employees from elsewhere in the State of Ohio. A relocation occurs when a business moves jobs or assets from one Ohio political subdivision to another. A full definition of a relocation can be found in the Ohio Administrative Code Section 122:9-1-02. The determination on relocation is essential as if it determined later by the State of Ohio that the applicant moved the jobs from elsewhere the CRA agreement could in some cases be voided. The applicant hereby certifies that at the time of this application that the company requesting the CRA incentive, its successor, or related member, has reviewed the above referenced OAC statute and the project does not meet the definition of a relocation. If the project is a relocation it will inform the City of Streetsboro in writing so parties can coordinate with the State of Ohio for final determination or following other procedures to still secure the CRA incentive, such as the procedures detailed in ORC 3735.673. Initials: *JS*
7. If the application for tax exemption is approved but the company materially fails to fulfill its obligations outlined in this application, other than with respect to the number of employee positions estimated to be created or retained under this agreement, or if the City of Streetsboro determines that the certification as to

- delinquent taxes required by this agreement is fraudulent, the City of Streetsboro may terminate or modify the exemptions from taxation. Initials: GB
8. That the company shall meet with the Tax Incentive Review Council annually and shall provide to the Tax Incentive Review Council any information reasonably required by the council to evaluate the company's compliance with the agreement, including returns or annual reports filed pursuant to section 5711.02 of the Ohio Revised Code if requested by the council. Initials: GB
  9. That the number of employee positions created or retained by the applicant is not equal to or greater than 75% of the number of employee positions estimated to be created or retained under this agreement during a three-year period, that the City of Streetsboro has the right to request that the company repay the amount of taxes on property that would have been payable had the property not been exempted from taxation under this agreement during that three-year period. If the employee positions are not created or retained in the agreed upon timeline, the City of Streetsboro may choose to terminate or modify the exemptions from taxation granted under this agreement instead of requesting tax repayment. Initials: GB
  10. The company understands that if granted the incentive that the business will remit a monitoring fee of 1% of the benefit received of the incentive (minimum of \$500/max of \$2,500) yearly as long as the CRA agreement is in effect. Initials: GB
  11. Submission of this application expressly authorizes the City of Streetsboro, or its agents, to contact the Ohio Environmental Protection Agency to confirm statements contained within this application and to review applicable confidential records. As part of this application, the business may also be required to directly request from the Ohio Department of Taxation or complete a waiver form allowing the Ohio Department of Taxation to release specific tax records to the local jurisdictions considering the incentive request. The applicant further agrees to supply additional information upon request. Initials: GB

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 benefit as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

GHS STREETSBORO 43 NORTH LLC

Name of Enterprise

5/27/20  
Date

GB  
Signature

GREGORY GHS, CEO

Typed Name and Title

\* A copy of this proposal may be forwarded by the City of Streetsboro to the Boards of Education (City Schools, JVS, etc.) along with notice of the meeting date on which the local government will review the proposal.

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

**Exhibit D**  
**School Compensation Agreement**

**(Attached Hereto)**

**School Compensation Agreement  
GEIS STREETSBORO 43 NORTH, LLC  
Community Reinvestment #2020-01**

This School Compensation Agreement ("Agreement") by and between the City of Streetsboro, a municipal corporation, with its offices at 555 Frost Road, Streetsboro, Ohio 44241 (the "City"), the Streetsboro City School District Board of Education, a public school district, with its principal offices at 9000 Kirby Lane, Streetsboro, Ohio 44241 ("Streetsboro Schools"), Maplewood Career Center Board of Education, 7075 State Route 88 Ravenna, Ohio 44266 ("Maplewood Schools"), and Geis Streetsboro 43 North, LLC, or its nominee, 10020 Aurora Hudson Road, Streetsboro, Ohio 44241 ("the Company") specifies the manner in which and procedures to be used pursuant to Ohio Revised Code 3735 authorizing general compensation relating to the Community Reinvestment Area tax abatement for the construction of a speculative single or multi-tenant facility on parcel 35-006-00-00-006-001 in Streetsboro, Ohio 44241 in the City's Community Reinvestment Area #2. Each of the City, Streetsboro Schools, Maplewood Schools, and the Company may be referred to herein as a "Party" and collectively, the "Parties".

**WHEREAS**, the Community Reinvestment Program, pursuant to Chapter 3735 of the Ohio Revised Code authorizes cities and counties to grant real property tax exemptions on eligible new investments; and

**WHEREAS**, the City Council, by Ordinance No. 2016-116, adopted October 24, 2016, designated the area as a "Community Reinvestment Area" pursuant to Chapter 3735 of the Ohio Revised Code; and

**WHEREAS**, effective December 27, 2016, the Director of Development of the State of Ohio determined that the aforementioned area designated in said Ordinance No. 2016-116 contains the characteristics set forth in Section 3735.66 of the Ohio Revised Code and confirmed said area as Community Reinvestment Area #133- 75014-160 under said Chapter 3735 (the "Streetsboro CRA"); and

**WHEREAS**, the Company is the fee simple title owner of approximately thirty-one (31) acres of real property commonly known as Permanent Parcel 35-006-00-00-006-001 ("Project Site") located within the Streetsboro CRA; and

**WHEREAS**, the Company desires to construct on the Project Site an approximately four hundred thirty-four thousand (434,000) square foot new industrial/warehousing/logistics operations facility (the "Facility"). The Company estimates that total construction cost of the Facility will be Nineteen Million Nine Hundred Ninety-Four Thousand Dollars (\$19,994,000) and the cost of the land purchase has been recorded as One Million Eight Hundred Thousand Dollars (\$1,800,000) and there is no machinery, equipment, furniture or fixtures (collectively, the "Project"); and

**WHEREAS**, the City has acted pursuant to ORC Section 3735 within Ordinance No. 2020-105 adopted on August 25, 2020 to grant a tax exemption to the Company and entered into a formal Community Reinvestment Agreement on September 3, 2020 (the

"CRA Agreement"); and

**WHEREAS**, the City has provided the Streetsboro Schools and the Maplewood Schools notice of the Project and served them with notification pursuant to ORC Sections 3735.671(A) and 5709.83 by service of a copy of the proposed CRA Agreement and the CRA Application and Streetsboro Schools and Maplewood Schools acknowledge receipt of same; and

**WHEREAS**, Section 5709.82 of the Ohio Revised Code provides for school districts to enter into agreements for compensation in lieu of the real property tax revenue foregone as a result of a real property tax exemption associated with a community reinvestment area; and

**WHEREAS**, the Parties have negotiated a 100% tax exemption on the assessed valuation of the Facility on the Project Site for a term of 10 years, and subject to the terms of this Agreement and the CRA Agreement entered into between the City and the Company; and

**WHEREAS**, the Streetsboro Schools and Maplewood Schools hereby agree to forego any right or claim to compensation that they may have as a result of the aforementioned incentives extended to the Company as a result of the project on the Project Site, except as provided in this Agreement.

**NOW THEREFORE**, in consideration of the foregoing and of the mutual promises, covenants, and agreements hereinafter set forth by the City, the Streetsboro Schools the Maplewood Schools, and the Company, agree as follows:

**Section 1.** Streetsboro Schools and Maplewood Schools (collectively, the "School Boards") hereby approve the proposed CRA Agreement between the City and the Company, in substantially the same form as attached hereto as Exhibit "A", and the real property exemption in the amount of one hundred percent (100%) for ten (10) years for the Facility provided for therein. The real property tax exemption shall apply only to the value of improvements to the land, as determined by the Portage County Auditor. No exemption from real property taxes is extended to the land.

**Section 2:** The City will pay Forty Percent (40%) of (a) the income taxes levied and collected by the City on the incomes of the persons employed in the construction in the Facility, the Company's employees at the Facility, and the employees of any tenants or subtenants at the Facility, provided the payroll of such employees equals or exceeds one million dollars in any tax year for which the Facility is exempted (the "Payroll Income Tax"), and (b) the payment in lieu of taxes that the Company has agreed to make in Section 10(b) of the CRA Agreement to the City to make up the difference between the actual received income tax and the amount of income tax that the City would have received with said payroll (the "PILOT Income Tax") (collectively the "Shared Income Tax Revenue"). "Employees" as used herein shall be defined as all full-time, part-time, temporary and leased employees. The Shared Income Tax Revenue shall be split between Streetsboro Schools and Maplewood Schools in amounts proportional to their property tax millage through this School Compensation Agreement. Payments will be made annually on or before April 30 of the following year of the CRA Exemption Period.

**Section 3: Infrastructure Offset.** Notwithstanding the provisions of ORC Section 5709.82(D), the

City shall be entitled no offset from the Shared Income Tax Revenue for infrastructure costs and/or debt service on public infrastructure directly supporting the development of the Facility incurred by the City in the preceding calendar year. The term "infrastructure costs" shall have the same meaning as set forth under Section 5709.82(A)(2) of the Ohio Revised Code.

**Section 4: Review of Records.** The School Boards may from time to time, with reasonable advance notice, review the records of the City relating to the municipal income taxes it derived from the project, in each case to the extent such information may be made available to the School Boards without violating applicable laws relating to confidentiality of municipal income tax information.

**Section 5:** That the Parties acknowledge and agree this provision for income tax revenue sharing is intended to provide partial compensation to the School Boards to lessen the impact of the CRA exemption. In addition to the revenue sharing between the City and the School Boards described in Section 2, the Company agrees to pay annually within thirty (30) days after invoice from Streetsboro Schools, commencing the first tax year the Facility is exempted from taxation under the CRA Agreement and thereafter for each year the exemption is effective, to Streetsboro Schools and Maplewood Schools, respectively, twenty per cent (20%) of the value of the real property tax abated via the real property tax exemption that Streetsboro Schools and Maplewood Schools would otherwise be due but for the real property exemption. The payments shall be dispersed to each school district in a proportionate manner to their current percentage of school property taxes received for the sole benefit of the School Boards. For example purposes only, if the Facility would have generated \$100 in total real property taxes and the Streetsboro Schools typically receives 72% and Maplewood Schools typically receives 5% of the property tax then the Company would owe a payment to Maplewood Schools of \$1 (20% of \$5) and a payment to Streetsboro Schools of \$14.40 (20% of \$72). It is further agreed and understood that combined compensation payments made pursuant to Sections 2 and 5 of this Agreement shall not exceed the amount the School Boards would have received had the Facility project not been exempted.

**Section 6:** That, pursuant to that certain School Scholarship Donation Agreement between the Company and Streetsboro Schools, commencing the first tax year that the Facility is exempted from taxation under the CRA Agreement and thereafter for each year the exemption is effective, the Company, upon receipt of an invoice from Streetsboro Schools, shall remit an annual donation of One Thousand Two-Hundred Twenty-Five Dollars (\$1,225.00) for use and distribution by the Streetsboro Education Foundation for the purpose of scholarships and/or grants for students who are residents of Streetsboro.

**Section 7.** The payment made by The City to Streetsboro Schools satisfies ORC Section 5709.82(C)(2) and shall be dispersed to each school district in a proportionate manner to their current percentage of school property taxes received.

**Section 8.** The School Boards agree that the only compensation the School Boards will receive for lost revenues due to the CRA Exemption is set forth in this Agreement and that the School Boards shall not seek or be entitled to any other compensation from the Company or the City unless otherwise mutually agreed to in writing signed by all Parties. Nothing in this Agreement shall be construed to pledge the full faith and credit of the City.

**Section 9.** This Agreement may be amended or modified by the Parties, only in writing, approved through legal process, and signed by all Parties to the Agreement or by applicable law changes.



**Section 10.** A Party shall be in default of this Agreement if (a) a party fails to make any payment in this Agreement when due, and any such failure continues for thirty (30) days after receiving written notice of default from the other party; (b) the party fails to perform any material obligation under this Agreement and such failure continues uncured for more than thirty (30) days after receiving a written notice of default from any other party (a "Default Notice"); or (c) a party becomes insolvent or unable to pay its debts as they become due. Any such default, which continues uncured beyond the thirty (30) day cure period above, shall constitute an "Event of Default." Upon the occurrence of an Event of Default, beyond any applicable cure periods, and as long as the Event of Default is continuing, a non-defaulting party may, at its sole option, exercise one or more of the following remedies: (a) proceed by appropriate court action to enforce the terms of, recover actual and reasonable direct damages for the breach of this Agreement; (b) demand payment; and/or (c) exercise any other remedy which may be available to the party under applicable law.

**Section 11.** No Party shall be liable for more than the sum of all payments owed by that Party under this Agreement. In no event will any Party be liable to another Party under this Agreement for any indirect, reliance, exemplary, incidental, speculative, punitive, special, consequential or similar damages that may arise in connection with this Agreement.

**Section 12.** This Agreement shall become effective on the Effective Date as of the last date signed by all Parties and shall remain in effect for such period as the CRA Exemption is in effect with respect to the Facility.

**Section 13.** No waiver by any Party of the performance of any terms or provision hereof shall constitute, or be construed as, a continuing waiver of performance of the same or any other term or provision hereof.

**Section 14.** This Agreement sets forth the entire agreement and understanding between the Parties as to the subject matter contained herein and merges and supersedes all prior discussion, agreements, and undertakings of every kind and nature between the Parties with respect to the subject matter of this Agreement.

**Section 15.** This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Streetsboro Schools, Maplewood Schools, the City, and the Company, and their respective successors and assigns. No Party shall assign this Agreement without the written consent of the other Parties. Notwithstanding the foregoing, the Company shall be permitted to assign this Agreement to any permitted assignee under the CRA Agreement with only written notice to the Parties. The City agrees to provide the School Boards with written notice of any such assignment within thirty (30) days after such occurrence. The City further agrees that if it approves the transfer of the Company's interests in the CRA Agreement to another party, the income tax revenue sharing provisions set forth in Section 2 above apply to the new employees of any successor-in-interest to the Company, and/or to any unrelated third-party who acquires the Facility and the Project Site.

**Section 16.** Should any portion of this Agreement be declared by the courts to be unconstitutional,

invalid or otherwise unlawful, such decision shall not affect the entire agreement but only that part declared to be unconstitutional, invalid or illegal and this Agreement shall be construed in all respects as if any invalid portions were omitted.

**Section 17.** This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same Agreement. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.

**Section 18.** The undersigned represent and warrant that they are agents of their respective Parties, duly authorized to execute this Agreement on behalf of said Parties.

**Section 19.** This Agreement for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio.

**Section 20.** All payments, certificates, reports, and notices which are required to or may be given pursuant to the provisions of this agreement shall be sent by regular mail, postage prepaid, and shall be deemed to have been given or delivered when so mailed to the following addresses:

Law Director  
City of Streetsboro  
9184 State Route 43 Streetsboro, Ohio 44241

Superintendent  
Streetsboro City School District Board of Education  
9000 Kirby Lane, Streetsboro, Ohio 44241

Superintendent Maplewood Career Center Board of Education  
7075 State Route 88  
Ravenna, Ohio 44266

Geis Streetsboro 43 North, LLC  
Attn: Legal Department  
10020 Aurora Hudson Road  
Streetsboro, Ohio 44241

Any Party may change its contact or mailing address for receiving notices and reports by giving written notice of such change to the other Parties.

**Section 21.** The invalidity of any provision of this Agreement shall not affect the other provisions of this Agreement, and this Agreement shall be construed in all respects as if any invalid portions were omitted.

*(End of Document. Signature Page Follows)*

In witness whereof, the parties have caused this School Compensation Agreement to be executed as of the Effective Date.

CITY OF STREETSBORO

BY: Glenn M. Broska

Glenn M. Broska, Mayor

Date: 09/03/2020

STREETSBORO CITY SCHOOL DISTRICT BOARD OF EDUCATION

BY: R. Michael Daulbaugh

Superintendent

Date: 9-1-2020

MAPLEWOOD CAREER CENTER BOARD OF EDUCATION

BY: \_\_\_\_\_

Superintendent

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

GEIS STREETSBORO 43 NORTH, LLC

BY: \_\_\_\_\_

Gregory M. Geis, Manager

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

Approved as to form:

BY: Franklin Beni

Franklin Beni, Streetsboro Law Director

In witness whereof, the parties have caused this School Compensation Agreement to be executed as of the Effective Date.

**CITY OF STREETSBORO**

BY: \_\_\_\_\_  
Glenn M. Broska, Mayor  
Date: \_\_\_\_\_

**STREETSBORO CITY SCHOOL DISTRICT BOARD OF EDUCATION**

BY: \_\_\_\_\_  
Superintendent  
Date: \_\_\_\_\_

**MAPLEWOOD CAREER CENTER BOARD OF EDUCATION**

BY: \_\_\_\_\_  
Superintendent  
Date: September 1, 2020

**GEIS STREETSBORO 43 NORTH, LLC**

BY: \_\_\_\_\_  
Gregory M. Geis, Manager  
Date: \_\_\_\_\_

Approved as to form:

BY: \_\_\_\_\_  
Franklin Beni, Streetsboro Law Director

In witness whereof, the parties have caused this School Compensation Agreement to be executed as of the Effective Date.

**CITY OF STREETSBORO**

BY: \_\_\_\_\_  
Glenn M. Broska, Mayor  
Date: \_\_\_\_\_

**STREETSBORO CITY SCHOOL DISTRICT BOARD OF EDUCATION**

BY: \_\_\_\_\_  
Superintendent  
Date: \_\_\_\_\_

**MAPLEWOOD CAREER CENTER BOARD OF EDUCATION**

BY: \_\_\_\_\_  
Superintendent  
Date: \_\_\_\_\_

**GEIS STREETSBORO 43 NORTH, LLC**

BY: \_\_\_\_\_  
Gregory M. Geis, Manager  
Date: 9/3/2020

Approved as to form:

BY: \_\_\_\_\_  
Franklin Beni, Streetsboro Law Director

**Exhibit A**  
**CRA Agreement**  
**(Attached Hereto)**

**Exhibit E**  
**Scholarship Agreement**

**(Attached Hereto)**

## **SCHOOL SCHOLARSHIP DONATION AGREEMENT**

This SCHOOL SCHOLARSHIP DONATION AGREEMENT ("Agreement") is made as of the 3rd day of September, 2020, by and between **GEIS STREETSBORO 43 NORTH, LLC**, whose address is 10020 Aurora Hudson Road, Streetsboro, Ohio 44241 ("GEIS"); and the **STREETSBORO CITY SCHOOL DISTRICT BOARD OF EDUCATION**, located at 9000 Kirby Lane, Streetsboro, Ohio 444241 ("SCSD").

### **RECITAL**

GEIS intends to construct new commercial property at Permanent Parcel 35-006-00-00-006-001 in Streetsboro, Ohio (the "Property"), which property is located in an area designated as a Community Reinvestment Area by the City of Streetsboro.

The City of Streetsboro intends to grant GEIS an exemption from 100% of the real property taxation assessed on the Property for a period of 10 years (the "Exemption") pursuant to the rules of Sections 3735.65 to 3735.70 of the Ohio Revised Code and that certain Community Reinvestment Area Agreement (the "CRA Agreement") entered into by and between Geis and the City of Streetsboro, Portage County, Ohio (the "City"). As provided in Section 3735.67(D) of the Ohio Revised Code, the tax Exemption shall first apply in the year the construction would first be taxable but for the exemption granted.

As part of the Exemption and the CRA Agreement, GEIS has agreed to make certain annual donation payments (the "Donation") to the SCSD for purposes as described herein.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing, the promises contained herein, and other good and valuable consideration, GEIS and the SCSD, intending to be legally bound, hereby agree as follows:

**Section 1. Donation.** Commencing the first tax year that the Exemption is in place, and continuing for each year that the Exemption is in effect, GEIS agrees to make an annual cash donation to The Streetsboro Education Foundation (the "Foundation") c/o SCSD in an amount equal to One Thousand Two Hundred Twenty-Five Dollars (\$1,225.00) for use and distribution by the Streetsboro Education Foundation for the purpose of scholarships and/or grants for students who are residents of Streetsboro.

**Section 2. Assignment.** This Agreement shall inure to the benefit of, and shall be binding in accordance with its terms upon, on SCSD and GEIS and their respective permitted successors and assigns. This Agreement may not be assigned by GEIS without the prior written consent of the SCSD, which consent will not be unreasonably withheld. Notwithstanding the foregoing, GEIS shall be permitted to assign this Agreement to any permitted assignee under the CRA Agreement with only written notice to the Parties.

**Section 3. Entire Agreement.** This Agreement sets forth the entire School Scholarship Donation Agreement and understanding between the parties as to the subject matter hereof, and



merges and supersedes all prior discussions, agreements, and undertakings of every kind and nature between the parties with respect to the subject matter of this Agreement. This Agreement may not be modified or amended except by written agreement executed by both parties hereto. The captions inserted in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.

**Section 4. Execution of Agreement.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party to this Agreement may execute this Agreement by signing any such counterpart.

**IN WITNESS WHEREOF**, the Streetsboro City School District Board of Education and Geis Streetsboro 43 North, LLC, have entered into this Agreement by signatures of their appropriately authorized officers set forth below.

**GEIS STREETSBORO 43 NORTH, LLC**

BY: \_\_\_\_\_

Name: GREGORY M. GEIS

Title: Manager

**STREETSBORO CITY SCHOOL DISTRICT  
BOARD OF EDUCATION**

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

merges and supersedes all prior discussions, agreements, and undertakings of every kind and nature between the parties with respect to the subject matter of this Agreement. This Agreement may not be modified or amended except by written agreement executed by both parties hereto. The captions inserted in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.

**Section 4. Execution of Agreement.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party to this Agreement may execute this Agreement by signing any such counterpart.

**IN WITNESS WHEREOF**, the Streetsboro City School District Board of Education and Geis Streetsboro 43 North, LLC, have entered into this Agreement by signatures of their appropriately authorized officers set forth below.

**GEIS STREETSBORO 43 NORTH, LLC**

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**STREETSBORO-CITY SCHOOL DISTRICT  
BOARD OF EDUCATION**

BY: R. Michael Daulton

Name: R. Michael Daulton

Title: Superintendent

**Assignment and Assumption of Agreement**

THIS ASSIGNMENT AND ASSUMPTION OF AGREEMENT (this "Assignment") is made as of the 14<sup>th</sup> day of September, 2020 (the "Effective Date"), by and between Geis Streetsboro 43 North, LLC, an Ohio limited liability company ("Assignor"), and Route 43 North, LLC, a Delaware limited liability company ("Assignee").

**RECITALS:**

WHEREAS, Assignor has transferred fee simple title to Assignee of the approximately 31-acre parcel of land located on State Route 43, Streetsboro, Ohio, being Parcel No. 35-006-00-00-006-001 (the "Property");

WHEREAS, Assignor and the City of Streetsboro, Portage County, Ohio have entered into a certain Community Reinvestment Area Agreement (CRA Agreement # 2020-01 dated September 3, 2020 (the "CRA Agreement") relating to the Property and the new building to be constructed thereon;

WHEREAS, Assignor and the Streetsboro City School District Board of Education and the Maplewood Career Center Board of Education have entered into a certain School Compensation Agreement (Community Reinvestment #2020-01) dated September 3, 2020 (the "School Compensation Agreement") related to the CRA Agreement;

WHEREAS, Assignor and the Streetsboro City School District Board of Education entered into that certain School Scholarship Donation Agreement dated September 3, 2020 (the "School Donation Agreement") related to the CRA Agreement;

WHEREAS, Assignor desire to assign their right, title and interest in and to the CRA Agreement, the School Compensation Agreement, and the School Donation Agreement (collectively, the "CRA Documents") to Assignee, and Assignee desires to assume Assignor's right, title and interest in and to the CRA Documents; and

WHEREAS, Assignee will continue to develop the Project defined in the CRA Agreement.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the parties hereto, Assignor and Assignee do hereby agree as follows:

1. **Assignment.** Assignor hereby assigns, conveys, and transfers to Assignee, its successors and assigns, as of the Effective Date, all of the right, title and interest of Assignor in and to the CRA Documents.

2. **Assumption.** Assignee hereby accepts the foregoing assignment, and in consideration thereof, hereby covenants and agrees that, from and after the Effective Date, Assignee will assume and be bound by all of the covenants, conditions and obligations under the CRA Documents that are to be observed, performed and fulfilled by the Assignor.

3. Successors and Assigns. The terms and conditions of this Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

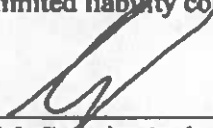
4. Miscellaneous. This Assignment may be executed in any one or more counterparts, each of which, when so executed, will be deemed an original document, and all such counterparts together shall constitute the same instrument. Delivery of an executed counterpart of this instrument by facsimile or other electronic means shall be equally as effective as delivery of a manually executed original counterpart of this instrument. This Assignment shall be governed by the laws of the State of Ohio.

*(signatures follow immediately)*

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

**ASSIGNOR:**

**Geis Streetsboro 43 North, LLC,**  
an Ohio limited liability company

By:   
\_\_\_\_\_  
**Gregory M. Geis, its Authorized  
Representative**

**ASSIGNEE:**

**Route 43 North, LLC, a Delaware limited liability company**

**By: Geis Streetsboro 43 North, LLC, its Manager**

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

**Gregory M. Geis, its Authorized Representative**

**CONSENT TO ASSIGNMENT**

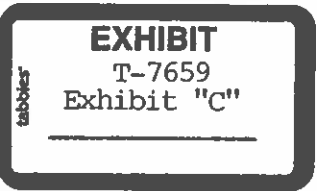
The undersigned consents to the foregoing Assignment of the Community Reinvestment Area Agreement (CRA Agreement # 2020-01).

**CITY OF STREETSBORO**

By: Glenn M. Broska  
Glenn M. Broska, Mayor

**Approved as to Form:**

By: Franklin Beni  
Franklin Beni, Law Director



### Assignment and Assumption of Agreement

THIS ASSIGNMENT AND ASSUMPTION OF AGREEMENT (this "Assignment") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2024 (the "Effective Date"), by and between Route 43 North, LLC, a Delaware limited liability company ("Assignor"), and 10242 State Route 43, L.P., a Delaware limited partnership ("Assignee").

#### RECITALS:

WHEREAS, Assignor has transferred fee simple title to Assignee of the approximately 31-acre parcel of land located on State Route 43, Streetsboro, Ohio, being Parcel No. 35-006-00-00-006-001 (the "Property");

WHEREAS, Assignor, as successor in interest to Geis Streetsboro 43 North, LLC ("Geis 43"), and the City of Streetsboro, Portage County, Ohio are parties to that certain Community Reinvestment Area Agreement (CRA Agreement # 2020-01 dated September 3, 2020 (the "CRA Agreement") relating to the Property and the building constructed thereon;

WHEREAS, Assignor, as successor in interest to Geis 43, and the Streetsboro City School District Board of Education and the Maplewood Career Center Board of Education are parties to that certain School Compensation Agreement (Community Reinvestment #2020-01) dated September 3, 2020 (the "School Compensation Agreement") related to the CRA Agreement;

WHEREAS, Assignor, as successor in interest to Geis 43, and the Streetsboro City School District Board of Education are parties to that certain School Scholarship Donation Agreement dated September 3, 2020 (the "School Donation Agreement") related to the CRA Agreement;

WHEREAS, Assignor desires to assign their right, title and interest in and to the CRA Agreement, the School Compensation Agreement, and the School Donation Agreement (collectively, the "CRA Documents") to Assignee, and Assignee desires to assume Assignor's right, title and interest in and to the CRA Documents; and

WHEREAS, Assignee will continue to develop the Project defined in the CRA Agreement.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the parties hereto, Assignor and Assignee do hereby agree as follows:

1. Assignment. Assignor hereby assigns, conveys, and transfers to Assignee, its successors and assigns, as of the Effective Date, all of the right, title and interest of Assignor in and to the CRA Documents.

2. Assumption. Assignee hereby accepts the foregoing assignment, and in consideration thereof, hereby covenants and agrees that, from and after the Effective Date, Assignee will assume and be bound by all of the covenants, conditions and obligations under the CRA Documents that are to be observed, performed and fulfilled by the Assignor.

3. Successors and Assigns. The terms and conditions of this Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

4. Miscellaneous. This Assignment may be executed in any one or more counterparts, each of which, when so executed, will be deemed an original document, and all such counterparts together shall



constitute the same instrument. Delivery of an executed counterpart of this instrument by facsimile or other electronic means shall be equally as effective as delivery of a manually executed original counterpart of this instrument. This Assignment shall be governed by the laws of the State of Ohio.

*(signatures follow immediately)*

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

**ASSIGNOR:**

**Route 43 North, LLC,**  
a Delaware limited liability company

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**ASSIGNEE:**

Exeter 10242 State Route 43, L.P.,  
a Delaware limited partnership

By: Exeter 10242 State Route 43 GP, LLC, a  
Delaware limited liability company, its general partner

By: EQT Exeter Industrial Core-Plus Fund IV REIT  
II, LP, a Delaware limited partnership, its sole member

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CONSENT TO ASSIGNMENT**

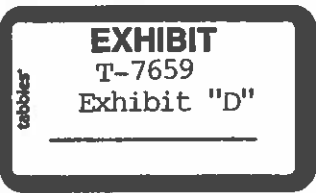
The undersigned consents to the foregoing Assignment of the Community Reinvestment Area Agreement (CRA Agreement # 2020-01).

**CITY OF STREETSBORO**

By: \_\_\_\_\_  
Glenn M. Broska, Mayor

**Approved as to Form:**

By: \_\_\_\_\_  
David L. Nott, Law Director



## TAX INCENTIVES ESTOPPEL

This Estoppel Certificate (this "***Certificate***") is made effective as of \_\_\_\_\_, 2024 (the "***Effective Date***"), by the City of Streetsboro, Portage County, Ohio (the "***City***"), with reference to (i) a Community Reinvestment Area Agreement dated September 3, 2020 (the "***CRA***") between the City and Geis Streetsboro 43 North, LLC, an Ohio limited liability company (the "***Original Company***"); (ii) a School Compensation Agreement dated September 3, 2020, by and among the City, the Streetsboro City School District Board of Education, a public school district (the "***Streetsboro Schools***"), Maplewood Career Center Board of Education (the "***Compensation Agreement***"), and (iii) a School Scholarship Donation Agreement made as of the 3<sup>rd</sup> day of September, 2020 by and between the Original Company and the Streetsboro Schools (the "***School Scholarship Agreement***" and, together with the CRA and the Compensation Agreement, the "***CRA Agreements***"), in each case, as assigned to Route 43 North, LLC, a Delaware limited liability company (the "***Successor Company***") pursuant to an Assignment and Assumption of Agreement made as of the 14<sup>th</sup> day of September 2020 between the Original Company and the Successor Company. Capitalized terms not defined in this Certificate will have the meanings assigned to them in the CRA. Pursuant to an Assignment and Assumption Agreement dated [ ], the Successor Company will be assigning all of its rights, duties and obligations under the CRA Agreements to Exeter 10242 State Route 43, L.P., a Delaware limited partnership (the "***Purchaser***"), and the Purchaser will be assuming all such rights, duties and obligations in connection with the sale (the "***Sale***") from the Successor Company of all of its interest in the Project and the Project Site.

The City hereby certifies, to the Purchaser, together with its successors and assigns that, as of the Effective Date, the following is true and accurate:

1. The CRA Agreements are in full force and effect have not been modified or amended. True and complete copies of the CRA Agreements are attached hereto as Exhibit A.
2. As contemplated under Section 12 of the CRA, the Original Company has caused its affiliated company to donate the referenced 5.56-acre site to the City and caused the corresponding improvements to be made to the Donated Parcel (as defined in the CRA) after the transfer.
3. To the best of the City's actual knowledge, all amounts due and owing under the CRA, the Compensation Agreement and the School Donation Agreement with respect to the Project and the Project Site, including the one-time payments due under Section 13 of the CRA, have been paid by the Original Company and/or the Successor Company. There are no unpaid amounts currently due and payable under the CRA Agreements.
4. To the best of the City's actual knowledge, the Successor Company is not currently in default under the CRA, the Compensation Agreement, or the School Donation Agreement and no event or occurrence currently exists which, with the giving of notice or passage of time, would constitute an event of default by Successor Company under the CRA, the Compensation Agreement, and/or the School Donation Agreement.
5. The City has not initiated any action to terminate or modify the exemptions from taxation granted or authorized under the CRA and, to the best of the City's actual knowledge,

neither the Original Company nor the Successor Company have failed to materially fulfill any of their obligations under the CRA where such failure could result in the City having the right to terminate or modify the exemptions from taxation granted or authorized under the terms of the CRA.

6. Following the Effective Date, notices to the "Company" under the CRA shall be sent to:

Exeter 10242 State Route 43, L.P.  
Five Radnor Corporate Center  
100 Matsonford Road, Suite 250  
Radnor, PA 19087  
Attention: Pete Lloyd

With copy to:

Chase Law Group  
1447 York Road, Suite 505  
Lutherville, MD 21093  
Attention: Todd Chase

7. The City acknowledges that the Purchaser, along with its successors and assigns will rely on this Certificate in connection with completing the Sale.

Nothing herein shall be deemed as amending or otherwise modifying the terms of the CRA, the Compensation Agreement, or the School Donation Agreement.

**CITY OF STREETSBORO, OHIO,**  
an Ohio municipal corporation

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

Approved as to Form:

\_\_\_\_\_  
David L. Nott, Law Director

*Resolution No.**Passed*

A RESOLUTION APPROVING AND ADOPTING THE CITY OF STREETSBORO LOGO DESIGN AND DECLARING AN EMERGENCY BECAUSE IT IS IMMEDIATELY NECESSARY TO USE THE NEW LOGO.

WHEREAS, the City Parks and Recreation Department recommended that the City design a new City logo and branding guidelines; and

WHEREAS, by way of Ordinance No. 2023-60, this Council authorized the Mayor to enter into a contract with Shaffer Branding Co. to create a new logo for the City of Streetsboro and create marketing and branding guidelines; and

WHEREAS, Shaffer Branding Co. was able to use information and research from the branding project to create a new logo design for the City of Streetsboro and;

WHEREAS, the City of Streetsboro wishes to formally adopt this logo to ensure that branding and messaging of the City of Streetsboro are consistent and of high quality.

NOW, THEREFORE, BE IT Resolved by Council of the City of Streetsboro, Portage County, Ohio, thereto concurring:

SECTION 1: That the logo design attached hereto as Exhibit "A." is formally adopted as the new City of Streetsboro logo for all further use in communications, public materials, website, displays, and all other places deemed necessary.

SECTION 2: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this resolution were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, to the extent applicable, including Chapter 107 of the Codified Ordinances.

SECTION 3: That this Resolution is hereby declared to be an emergency measure, necessary for the preservation of the public peace, health, safety, convenience and welfare of the residents of the City for the reason that it is immediately necessary to use the new logo and provided it receives the affirmative vote of three-fourths of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

PASSED:

Date

Steve Michniak, President of Council

ATTEST:

Caroline L. Kremer, Clerk of Council

APPROVED:

Date

Glenn M. Broska, Mayor

Prepared and approved as to legal content by:

David L. Nott, Law Director

Date Submitted to Mayor for Approval:

Returned:

Sponsored by: Parks and Recreation Department

**EXHIBIT**

T-7642

Exhibit "A"

3000



THE CITY OF

**STREETSBORO**

EST. 1822