

COMMUNITY REINVESTMENT AREA #5 AGREEMENT

This Agreement (the "Agreement") is made and entered into on _____, 2021, by and between the City of Gahanna, Ohio ("Gahanna"), an Ohio Municipal Corporation, with offices located at 200 S. Hamilton Road, Gahanna, OH 43230 and OHIO EXTERIORS, LLC, an Ohio limited liability company ("Ohio Exteriors") with its offices located at 244 Agler Rd, Gahanna, Ohio 43230. Gahanna and Ohio Exteriors are collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, Gahanna City Council by Ordinance No. 71-14, Substitute Resolution No. 53-92 and SR 16-09 designated a certain area of the city as Community Reinvestment Area #5 ("CRA5") pursuant to Sections 3735.65 through 3735.70 of the Ohio Revised Code; and

WHEREAS, Gahanna has encouraged the development of real property and the acquisition of personal property located in CRA5; and

WHEREAS, Developer is desirous of constructing a 3,000 (+/-) square foot office/warehouse facility, hereinafter referred to as the "Project" within the boundaries of CRA5, provided that the appropriate development incentives are available to support the economic viability of said Project; and

WHEREAS, Gahanna, having the appropriate authority for the type of project contemplated by Ohio Exteriors, is desirous of providing Ohio Exteriors with incentives available for the development of the Project in CRA5 pursuant to R.C. 3735.65 et. seq. of the Ohio Revised Code; and

WHEREAS, Ohio Exteriors has submitted a proposed agreement application, herein attached as Exhibit A, to Gahanna, said application hereinafter referred to as the "Application"; and

WHEREAS, the Director of Economic Development of Gahanna has investigated the Application of Developer and has recommended the same to Gahanna City Council on the basis that Ohio Exteriors is qualified by financial responsibility and business experience to create and preserve employment opportunities in CRA5 and improve the economic climate of Gahanna; and

WHEREAS, all required notices to school districts have been delivered in accordance with Section 5709.83 of the Ohio Revised Code and the terms of the "Compensation Agreement" dated June 2, 2000, by and between Gahanna and the Gahanna-Jefferson Public School District; and

WHEREAS, Developer has remitted the required municipal application fee of \$250.00 to the City of Gahanna and the state application fee of \$750.00 to the Ohio Development Services Agency, with each application fee to be forwarded to the respective agency with a copy of this Agreement; and

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

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties herein agree as follows:

SECTION 1. LOCATION BY CORPORATION

1. Ohio Exteriors shall construct a new 3,000 square foot facility and renovate the existing building at 244 Agler Rd, Gahanna, OH (PID: 025-002000) (“Project Site”), hereinafter referred to as the “Project”. The Project will involve a total investment by Ohio Exteriors of \$600,000.
2. Ohio Exteriors shall undertake the Project consisting of the construction of a new 3,000 (+/-) square foot building at the Project Site. The Project will involve a total investment by Ohio Exteriors of approximately \$600,000 as described in the Application. Ohio Exteriors reserves the right to add buildings and square footage on the Project Site subject to the Tax Incentives provided in this agreement.
3. The Project will begin promptly upon signing of the Agreement, and Ohio Exterior shall take all reasonable efforts to ensure that all construction and installation will be substantially complete within 18 months.

SECTION 2. EMPLOYMENT AND PAYROLL

1. Ohio Exteriors, as identified on the CRA Application attached hereto as **Exhibit A**, at the Project Site retain 10 full-time jobs with a total existing payroll of \$700,000 (average annual salary of \$70,000), hereinafter referred to as “Retained Jobs”.
2. Ohio Exteriors, as identified on the CRA Application attached hereto as **Exhibit A**, at the Project Site to create 15 full-time jobs over a three-year period with an estimated payroll of \$2,937,500 (average annual salary of \$50,666), hereinafter referred to as “Created Jobs”.

SECTION 3. PROGRAM COMPLIANCE

1. Ohio Exteriors shall provide to the proper Tax Incentive Review Council any information reasonably required by the Council and annual reports to Gahanna to evaluate Ohio Exteriors (and any subsequent property owner’s) compliance with this Agreement, including returns filed pursuant to Section 5711.02 of the Ohio Revised Code.

2. Gahanna hereby grants Ohio Exteriors a tax exemption for real property improvements made to the Project Site pursuant to Section 3735.67 of the Ohio Revised Code in the following amounts:

Tax Exemption Amount:	100%
Term of Tax Abatement:	12 years

3. The exemption commences the first year for which the real property would first be taxable if the property were not exempted from taxation after improvements are completed and fully assessed.
4. Ohio Exteriors will comply with the tax abatement annual fee provisions pursuant to Section 3735.671(D) of the Ohio Revised Code. Ohio Exteriors is required to pay an annual fee equal to that contained in the Development Fee Schedule as authorized in Chapter 148 of the Codified Ordinances of Gahanna. This fee shall be paid once per year for each effective year of this Agreement by the first of March beginning the first year of abatement.
5. Ohio Exteriors shall pay such real and tangible personal property taxes as are not exempted under this Agreement and are charged against such property, including assessed values captured during the construction period, and shall file all tax reports and returns as required by law. If Ohio Exteriors fails to pay such taxes or file such returns and reports, all incentives granted under this Agreement shall be rescinded beginning, with the year in which taxes were charged and unpaid or the year in which such reports or returns were required to be filed (as the case may be).
6. Ohio Exteriors and/or the operating business tenant(s) at the Project Site, shall maintain a current membership in the Gahanna Area Chamber of Commerce.
7. Gahanna shall perform such acts as are reasonably necessary or appropriate to ensure that the Ohio Exteriors may claim, reserve, and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.
8. If for any reason the Community Reinvestment Area designation expires or is revoked by Gahanna, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless Ohio Exteriors materially fails to fulfill its obligations under this Agreement and Gahanna terminates or modifies the exemptions from taxation granted under this Agreement.
9. If Ohio Exteriors materially fails to fulfill its obligations under this Agreement, or if Gahanna determines that the certification as to the delinquent taxes set forth in Section 10 below is fraudulent, Gahanna may terminate or modify the exemptions from taxation granted under this Agreement and may require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under this Agreement. Ohio

Exteriors, at Gahanna's request, agrees to record this Agreement as a covenant running with the land prior to any liens or encumbrances affecting the Project Site or the Project except those approved by Gahanna.

10. Ohio Exteriors hereby certifies that at the time this Agreement is executed, Ohio Exteriors 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 Ohio Exteriors is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747 or 5753 of the Ohio Revised Code or, if such delinquent taxes are owed, Ohio Exteriors is currently paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq. or such a petition has been filed against it.) 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.
11. Ohio Exteriors affirmatively covenants that it has made no false statements to the State or Gahanna in the process of obtaining approval for Community Reinvestment Area incentives. If any representative of Ohio Exteriors has knowingly made a false statement to the State or Gahanna to obtain Community Reinvestment Area incentives, Ohio Exteriors shall be required immediately to return all benefits received under this Agreement pursuant to Ohio Revised Code Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to Ohio Revised Code Section 9.66(C)(1).
12. Exemptions from taxation granted under this Agreement shall be revoked if it is determined that Ohio Exteriors, any "successor" to Ohio Exteriors, or any "related member" (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 3735.671 or Section 5709.62 or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.
13. This Agreement is not transferable or assignable without the express, written approval of Gahanna.
14. Ohio Exteriors and Gahanna acknowledge that this Agreement must be approved by formal action of Gahanna City Council as a condition for this Agreement to take effect.
15. This Agreement may be executed in one or more counterparts, each of which constitutes an original agreement and all of which constitute one and the same original agreement.
16. If any provision of this Agreement is held to be illegal, invalid or unenforceable, said provision is fully severable. This Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement and the remaining

provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

17. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements, undertakings of every kind and nature between the parties with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, the City of Gahanna, Ohio, by Nathan A. Strum, Housing Officer, and pursuant to Substitute Resolution No. 29-92, 17-95, Resolution 980129 and SR-0003-2005, and Ordinance No. _____-2021, has caused this instrument to be executed this _____ day of _____, 2021 and Developer, by its duly authorized signor, has caused this instrument to be executed on this _____ day of _____, 2021.

Ohio Exteriors

City of Gahanna, Ohio

OHIO EXTERIORS LLC

By: _____
James Green, Principal Owner

By: _____
Nathan A. Strum, Housing Officer

Approved as to form:

Raymond J. Mularski, City Attorney

EXHIBIT A
CRA APPLICATION