

The Board of Liberty Township Trustees met in Regular Meeting by teleconference on Thursday, March 18, 2021 at 8:30 a.m. with the following members in attendance, Mr. Devon Stanley, Mr. Arnold Clebone and Mr. Gregory Cizmar, presiding.

In accordance with the instructions issued by Governor DeWine, to limit the risk of community transmission of the virus COVID-19, all members of the public are invited to present their questions or concerns to the Township in writing, by email, or by telephone at any time.

Motion to approve the minutes of the March 4, 2021 Regular meeting.

Motion: Mr. Cizmar. Second. Mr. Clebone.

Roll Call: Mr. Cizmar, Yes. Mr. Clebone, Yes. Mr. Stanley, Yes. Motion carried.

21-47 Motion to award the 2021 Road Resurfacing Program to R T Vernal Paving and Excavating, Inc. 11229 South Avenue, N Lima, Ohio 44452. Once awarded execute the contract between the Township and R T Vernal and request the contractor for a performance bond. An agreement with OPWC (beginning of July) must also be in place prior to work begins.

Motion: Mr. Cizmar. Second. Mr. Clebone.

Roll Call: Mr. Cizmar, Yes. Mr. Clebone, Yes. Mr. Stanley, Yes. Motion carried.

21-48 Motion to approve the Medicount Management Agreement with amendments.

Motion: Mr. Stanley. Second: Mr. Cizmar.

Roll Call: Mr. Stanley, Yes. Mr. Cizmar, Yes. Mr. Clebone, Yes. Motion carried.

21-49 Motion to amend resolution 21-44 Permanent Appropriations as follows:

<u>Account number</u>	<u>Description</u>	<u>Original</u>	<u>Reallocated</u>
GENERAL FUND			
1000-110-323-1284	Repairs and Maintenance-Building	-	15,000.00
1000-110-352-0000	Water and Sewage	1,500.00	2,500.00
1000-110-360-0000	Contracted Services	12,000.00	7,000.00
1000-110-360-1288	Contracted Services IT Services	12,000.00	22,000.00
1000-110-360-1291	Contracted Services Landscaping	45,000.00	40,000.00
1000-110-430-0000	Small tools and minor equipment	25,000.00	22,000.00
1000-120-323-0000	Repairs and Maintenance	75,000.00	60,000.00
1000-130-420-0000	Operating Supplies		200.00
1000-130-420-0021	Operating Supplies-Fuel	2,500.00	2,300.00
1000-110-345-0000	Advertising	-	2,000.00
Gas Tax Fund			
2021-330-323-0054	Repairs and Maintenance-Vehicle	30,000.00	29,675.00
2021-330-352-0000	Water and Sewage	225.00	325.00
2021-330-360-1288	Contracted Services IT Services	500.00	700.00
2021-330-381-0000	Property Insurance	22,000.00	3,500.00
2021-330-420-0021	Operating Supplies-Fuel	500.00	525.00
2021-330-420-1289	Operating Supplies-Salt	-	18,500.00
Road and Bridge Fund			
2031-330-420-0000	Operating Supplies		200.00
2031-330-420-1298	Operating Supplies Chip & Seal	40,000.00	39,800.00
2031-330-790-0000	Other Capital Outlay	-	30,000.00
2031-330-790-1310	Other Capital Outlay-2019 Road Improvements	420,000.00	390,000.00
Fire Fund			

2111-220-323-0000	Repairs and Maintenance	-	10,000.00
2111-220-323-0054	Repairs and Maintenance-Vehicle	20,000.00	10,000.00
2111-220-360-1288	Contracted Services IT Services	6,000.00	9,500.00
No Account	Contracted Services Time Warner	3,500.00	

Motion: Mr. Clebone. Second: Mr. Stanley.

Roll Call: Mr. Clebone, Yes. Mr. Stanley, Yes. Mr. Cizmar, Yes. Motion carried.

Comments: Mr. Clebone still had some questions on the changes.

Discussion on a Community Reinvestment Area Agreement with Mr. Nick Coggins, Trumbull County Planning for the property at 1200 Trumbull Avenue, Girard, Ohio 44420 on Parcel Number: 12-697525.

21-50 Motion to pass the following Community Reinvestment Area Agreement resolution for the property at 1200 Trumbull Avenue, Girard, Ohio 44420 on Parcel Number: 12-697525:

COMMUNITY REINVESTMENT AREA AGREEMENT

This agreement made and entered into this _____ day of _____, 2021, by and between the Board of Trumbull County Commissioners of Trumbull County, Ohio, with its main offices located at 160 High Street, 5th Floor, Warren, Ohio 44481 (hereinafter referred to as "THE BOARD") and approved by the Board of Trustees of Liberty Township, with its main offices located at 1315 Churchill -Hubbard Road Liberty Township, Ohio 44505, and JAM Realty Investments LLC, an Ohio Corporation with its main office located at 1200 Trumbull Avenue, Girard, Ohio 44420 (hereinafter referred to as "PROPERTY OWNER"), WITNESSETH;

RECITALS

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

WHEREAS, the PROPERTY OWNER is desirous of establishing a new 12,000 square foot building to ACCOMMODATE the expansion of the Union electric company currently existing at 1200 Trumbull Avenue, Girard, Ohio 44420 on Parcel Number: 12-697525 (hereinafter referred to as the "PROJECT") located within the boundaries of the aforementioned Community Reinvestment Area, provided that the appropriate development incentives are available to support the economic viability of said PROJECT; and

WHEREAS, the Board of Trumbull County Commissioners by Resolution, adopted January 9, 2013, and amended May 11, 2016 designated an area, located in Liberty Township, as the "Belmont Avenue Community Reinvestment Area" pursuant Chapter 3735 of the *Ohio Revised Code*; and

WHEREAS, effective June 6, 2016 the Director of Development Services Agency of the State of Ohio determined that the aforementioned area designated in said Ordinance contained the characteristics set forth in Section 3735.66 of the *Ohio Revised Code* and confirmed said area as a Community Reinvestment Area under said Chapter 3735 (Confirmation Area No. 155-43344-146); and

WHEREAS, THE BOARD having the appropriate authority for the stated type of project, is desirous of providing the PROPERTY OWNER with incentives available for the development of the PROJECT in said Community Reinvestment Area under Chapter 3735 of the *Ohio Revised Code*; and

WHEREAS, the PROPERTY OWNER submitted a proposed agreement application, herein attached as Exhibit "A" (hereinafter referred to as "APPLICATION"); to THE BOARD; and

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

WHEREAS, the Trumbull County Planning Commission has investigated the application of the PROPERTY OWNER and has recommended the same to THE BOARD and on the basis that the PROPERTY OWNER is qualified by financial responsibility and business experience to create and preserve employment opportunities in said Community Reinvestment Area and improve the economic climate of Trumbull County, Ohio; and

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

WHEREAS, 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;

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

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

SECTION 1. DESCRIPTION OF INVESTMENTS

The PROPERTY OWNER shall construct a new 12,000 square foot building to ACCOMMODATE the expansion of the Union electric company currently existing at 1200 Trumbull Avenue, Girard, Ohio 44420 on Parcel Number: 12-697525.

The PROJECT will involve a total minimum investment by the PROPERTY OWNER of nine hundred twenty-five thousand dollars and zero cents (\$925,000.00). Included in this investment are twenty-five thousand dollars and zero cents (\$25,000.00) in acquisition of land, seven hundred thousand dollars and zero cents (\$700,000) in new construction, one hundred thousand dollars and zero cents (\$100,000) in machinery and equipment, fifty thousand dollars and zero cents (\$50,000.00) in furniture and fixtures, and fifty thousand dollars and zero cents (\$50,000.00) in inventory.

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

The PROJECT is projected to begin in April 2021 and all acquisition, construction and installation are estimated to be completed by August 2021.

SECTION 2. EMPLOYMENT

The PROPERTY OWNER shall create within a time period not exceeding 36 months, the equivalent of eight (8) new full-time permanent job opportunities, zero (0) new part-time permanent job opportunities, and ten (10) new temporary construction jobs for the new facility.

The PROPERTY OWNER'S schedule for hiring is as follows: create three (3) new full-time permanent jobs in year one, create three (3) new full-time permanent jobs in year two, and create two (2) new full-time permanent jobs in year three.

The job creation period begins July 2021 and all jobs will be in place by July 2024.

The PROPERTY OWNER currently has twenty-five (25) full-time permanent employees, zero (0) part-time permanent employees, and zero (0) temporary employees at the project site. In total, The PROPERTY OWNER currently has twenty-five (25) full-time permanent employees, zero (0) part-time permanent employees, and zero (0) temporary employees in the State of Ohio.

This increase in the number of employees will result in approximately six hundred thousand dollars and zero cents (\$600,000.00) of additional annual payroll for full-time employees and zero dollars and cents (\$0.00) of additional annual payroll for part-time employees. A total additional annual payroll of six hundred thousand dollars and zero cents (\$600,000.00). The following is an itemization of new payroll by the type of jobs created:

Full-time permanent: \$ 600,000.00 Part-time permanent: \$ 0.00

The retention of the existing jobs will maintain the current annual payroll of one million five hundred thousand dollars and zero cent (\$1,500,000.00).

SECTION 3. TAX INCENTIVE REVIEW COUNCIL

The PROPERTY OWNER shall provide to the proper Tax Incentive Review Council any information reasonably required by the council to evaluate the PROPERTY OWNER's compliance with the agreement, including returns filed pursuant to section 5711.02 of the *Ohio Revised Code* if requested by the council.

SECTION 4. TAX INCENTIVES FOR REAL PROPERTY

THE BOARD hereby grants the PROPERTY OWNER a tax exemption for real property improvements made to the PROJECT site pursuant to Section 3735.67 of the *Ohio Revised Code* and shall be in the following amounts:

Year of Tax Exemption	Tax Exemption Amount
Year 1	50%
Year 2	50%

Year 3	50%
Year 4	50%
Year 5	50%
Year 6	50%
Year 7	50%
Year 8	50%
Year 9	50%
Year 10	50%

The exemption commences the first year for which the real property exemption would first be taxable were that property not exempted from taxation. No exemption shall commence after year 2022 nor extend beyond year 2031.

SECTION 5. EXEMPTION FILINGS

The PROPERTY OWNER must file the appropriate tax forms (DTE 24 or its respective successor form) with the County Auditor to effect and maintain the exemptions covered in the agreement.

SECTION 6. ANNUAL FEE

Pursuant to Ohio Revised Code Sections 3735.671 and 5709.85, an annual fee for monitoring the compliance with Community Reinvestment Area terms and conditions will be assessed in accordance with Ohio Revised Code Section 3735.671(D), which provides that,

“Except as otherwise provided in this division, an agreement entered into under this section shall require that the owner pay an annual fee equal to the greater of one per cent of the amount of taxes exempted under the agreement or five hundred dollars; provided, however, that if the value of the incentives exceeds two hundred fifty thousand dollars, the fee shall not exceed two thousand five hundred dollars. The fee shall be payable to the legislative authority once per year for each year the agreement is effective on the days and in the form specified in the agreement. Fees paid shall be deposited in a special fund created for such purpose by the legislative authority and shall be used by the legislative authority exclusively for the purpose of complying with section 3735.672 of the Revised Code and by the tax incentive review council created under section 5709.85 of the Revised Code exclusively for the purposes of performing the duties prescribed under that section. The legislative authority may waive or reduce the amount of the fee, but such waiver or reduction does not affect the obligations of the legislative authority or the tax incentive review council to comply with section 3735.672 or 5709.85 of the Revised Code.”

In accordance with *Ohio Revised Code* Section 3735.671(D), the following fee schedule is applicable:

For Annual Abatement Amounts	Annual Fee
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under \$74,999	\$ 500.00
\$75,000 - 99,999	\$ 750.00
\$100,000 - 124,999	\$1,000.00
\$125,000 - 149,999	\$1,250.00
\$150,000 - 174,999	\$1,500.00
\$175,000 - 199,999	\$1,750.00
\$200,000 - 224,999	\$2,000.00
\$225,000 - 249,999	\$2,250.00
\$250,000 - and above	\$2,500.00

In accordance with the above-referenced schedule, the PROPERTY OWNER will pay a maximum annual fee of \$500.00 if appraised value is equal to projected costs. This fee is due and payable beginning on March 1, 2021, with the annual monitoring report. This annual fee will be due by March 1 of each year this agreement is effective.

SECTION 7. PAYMENT OF TAXES NOT EXEMPT

The PROPERTY OWNER shall pay such real property taxes as are not exempted under this agreement and are charged against such property and shall file all tax reports and returns as required by law. If the PROPERTY OWNER 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.

SECTION 8. MAINTENANCE OF TAX INCENTIVES

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

SECTION 9. TERMINATION OR MODIFICATION

If the PROPERTY OWNER materially fails to fulfill its obligations under this agreement, or if THE BOARD determines that the certification as to delinquent taxes required by this agreement is fraudulent, THE BOARD may terminate or modify the exemptions from taxation granted under this agreement and may require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under this agreement. This agreement authorizes THE BOARD to secure such repayment by a lien on the exempted property in the amount required to be repaid. Such a 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.

SECTION 10. DELINQUENT TAXES CERTIFICATION

The PROPERTY OWNER hereby certifies that at the time this agreement is executed, the PROPERTY OWNER does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which the PROPERTY OWNER is liable under Chapter 5733., 5735., 5739., 5741., 5743., 5747., or 5753. of the Revised Code, or, if such delinquent taxes are owed, the PROPERTY OWNER currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against the PROPERTY OWNER. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.

SECTION 11. DELINQUENCIES

The PROPERTY OWNER affirmatively covenants that it does not owe: (1) any delinquent taxes to the Federal Government, the State of Ohio, Trumbull County, or the Township of Liberty. (2) any moneys to Federal, State or Local Agencies or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other monies to the Federal Government or federal agency, the State of Ohio or state agency, Trumbull County or county agency, or the Township of Liberty or Township agency, whether the amounts owed are being contested in a court of law or not.

SECTION 12. APPROVALS

The PROPERTY OWNER, THE BOARD, and the Board of Trustees of Liberty Township acknowledges that this agreement must be approved by formal action as a condition for the agreement to take effect. This agreement takes effect upon such approvals.

SECTION 13. NON-DISCRIMINATION

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

SECTION 14. REVOCATION

If for any reason the Community Reinvestment Area designation expires, or the Director of the

Ohio Development Services Agency revokes certification of the area, or THE BOARD revokes the designation of the area, entitlements granted under this agreement shall continue for the number of years specified under this agreement, unless the PROPERTY OWNER materially fails to fulfill its obligations under this agreement and THE BOARD terminates or modifies the exemptions from taxation granted under this agreement, per the recommendation of the Tax Incentive Review Council.

Exemptions from taxation granted under this agreement shall be revoked if it is determined that the PROPERTY OWNER, any successor property owner and/or tenant, or any related member (as those terms are defined in 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.

SECTION 15. FALSE STATEMENTS

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

SECTION 16. TRANSFER OR ASSIGNMENT OF EXEMPTIONS

This agreement is not transferable or assignable without the express, written approval of THE BOARD and the Board of Trustees of Liberty Township.

SECTION 17. TRANSMITTAL OF AGREEMENT

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

IN WITNESS WHEREOF, Trumbull County, Ohio, by its Board of County Commissioners, and pursuant to Resolution recorded in Journal Volume _____, page _____ has caused this instrument to be executed this _____ day of _____, 2021, and Liberty Township, Ohio, by Greg Cizmar, its Chairman and Steve Shelton, its Fiscal Officer, and pursuant to Resolution No. _____ have caused this instrument to be executed this _____ day of _____, 2021, and JAM Realty Investments, LLC by Jason T. Rubin, its President, has caused this instrument to be executed on this _____ day of _____, 2021.

WITNESS:
TRUMBULL COUNTY, OHIO:

BOARD OF COUNTY COMMISSIONERS

By: _____
Mauro Cantalamessa, President

By: _____
Niki Frenchko, Member

By: _____
Frank S. Fuda, Member

APPROVED AS TO FORM:

By: _____

Trumbull County Assistant
Prosecuting Attorney

Witness

By: _____
Jason T. Rubin, President.

State of Ohio
Trumbull County

s.s.

Before me a Notary Public in and for said County and State personally appeared the above signed

_____, who

Acknowledge that they are (he or she is) the owner of the land shown above and that the signing of the above agreement is their (his or her) own free act and deed.

As witness hereof and have unto set my hand and affixed my official seal this

_____ day of _____, _____.

APPROVAL BY LIBERTY, OHIO

The Trustees of Liberty Township, Ohio, hereby approve and consent to the foregoing Agreement pursuant to Section 3735.671 of the *Ohio Revised Code*.

Witness

By: _____
Greg Cizmar, Chairman

Date

Witness

By: _____
Steve Shelton, Fiscal Officer

Date

APPROVED AS TO FORM

By: _____
Attorney Cherry Poteet, Law Director

Motion: Mr. Stanley. Second: Mr. Cizmar.

Roll Call: Mr. Stanley, Yes. Mr. Cizmar, Yes. Mr. Clebone, Yes. Motion carried.

Comments: Mr. Cizmar thanked Mr. Rubin for keeping his business in the township.

Mr. Clebone said this is a good example meant for a tax abatement.

Trustee Devon Stanley left the meeting at 8:41 a.m...

Discussion: Fire Chief Gus Birch reported on the collaboration with his department and the Trumbull County Health Department for shut in's who cannot otherwise receive a covid vaccine. The Belmont Fire Station is waiting for supplies to finish the upgrades at the station. The outside sign has not been erected yet. Last, still waiting to be connected to the sewer line. Trustee Greg Cizmar said he is waiting for venders to return his calls.

Chief Toby Meloro likes the idea of upgrading streetlights around neighborhoods and along Belmont Avenue. He has received multiple calls concerning safety from residents upgrading lights in neighborhoods. His officers will identify areas where upgraded lighting would be helpful. Trustee Arnie Clebone would like to speak with First Energy Representative to acquire more information Chief thanked the Trustees for the 19th officer who will be sworn in tomorrow at Girard Court. It has been 15 years since we have had this size force.

Trustee Greg Cizmar congratulated RT Vernal and looks forward to them beginning in July. Trustee Arnie Clebone reported on the progress of the Little Squaw Creek Project. Tree removal is to begin today. As the project progresses, some students will observe as a science project. Because the bids came in lower than expected, we may be able to extend the area pending

OPWC and Army Core of Engineers approval.

A question was asked about community input when the Trustees decide on the use of funds from the American Recovery Act. It is not clear yet that townships will be receiving money, and if they do, what uses will be permissible. These issues must be clarified before any decisions can be made.

Motion to adjourn at 9:01 a.m.

Motion: Mr. Cizmar. Second. Mr. Clebone.

Roll Call: Mr. Cizmar, Yes. Mr. Clebone, Motion carried.

Next meeting Thursday, March 25, 2020 @ 8:30 a.m. via zoom teleconference.

STEVE SHELTON, FISCAL OFFICER

GREG CIZMAR, CHAIRPERSON