

RESOLUTION NO. R22-15

**A RESOLUTION BY THE TROTWOOD CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO ENTER INTO A
COMMUNITY REINVESTMENT AREA ABATEMENT
AGREEMENT WITH GATED PROPERTIES GLOBAL I, LLC FOR
A ONE HUNDRED PERCENT (100%) REAL PROPERTY TAX
ABATEMENT FOR A PERIOD OF FIFTEEN (15) YEARS.**

WHEREAS, by prior legislation, City Council established a Community Reinvestment Area (“CRA”) and Program in accordance with Ohio Revised Code Section 3735.65 *et seq.*; and

WHEREAS, one purpose of the City’s CRA is to encourage development of real property via the construction or remodeling of residential, commercial and industrial properties situated in the CRA; and

WHEREAS, Gated Properties Global I, LLC (“GPG”), is constructing an Industrial Park on more than 85 acres situated in the City’s CRA; and

WHEREAS, an application has been made by Gated Properties Global I, LLC for tax abatement of real property taxes for an Industrial Park development (the “Project”) in accordance with the City’s CRA Program and Ohio Revised Code Section 3735.65 *et seq.*; and

WHEREAS, the Project is situated within the boundaries of the Trotwood-Madison School District (“TMSD”) and the Miami Valley Career Technology Center (“MVCTC”); and

WHEREAS, TMSD and MVCTC were notified of GPG’s application for tax abatement concerning this Project in accordance with law; and

WHEREAS, the Board of Education of the TMSD on January 20, 2022, and the MVCTC School Board on February 8, 2022, consented to GPG being granted a real property tax abatement of one hundred percent (100%) for a period of fifteen (15) years and further consented to the City executing a Community Reinvestment Area Abatement Agreement (the “Agreement”) with GPG that is in substantially similar form as the Agreement attached hereto and incorporated herein as Exhibit “A”; and

WHEREAS, the City Manager recommends City Council authorize the City Manager to execute an Agreement on the City’s behalf with GPG that is in substantially similar form as the Agreement attached hereto and incorporated herein as Exhibit “A”, which agreement would grant GPG a one hundred percent (100%) real property tax abatement for a period of fifteen (15) years.

TROTWOOD, OHIO 45426

3035 OLIVE ROAD

CITY OF TROTWOOD

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROTWOOD, STATE OF OHIO:

SECTION I: The Trotwood City Council accepts the recommendation of the City Manager and hereby authorizes the City Manager to enter into a Community Reinvestment Abatement Agreement (the "Agreement") with Gated Properties Global I, LLC that is in substantially similar form as the Agreement attached hereto and incorporated herein as Exhibit "A".

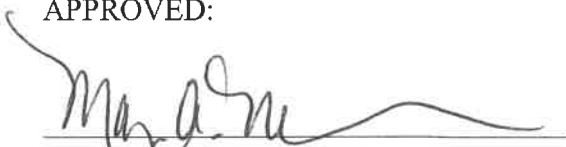
SECTION II: This Resolution shall take effect and be in force from and after the date of its passage.


Passed on this 7th day of March, 2022.

ATTEST:


KARA B. LANDIS
CLERK OF COUNCIL

APPROVED:


MARY A. MCDONALD
MAYOR


YVETTE F. PAGE
VICE-MAYOR

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify that the foregoing is a true and correct copy of Resolution No. R22-15 adopted by the Trotwood City Council at a regular scheduled meeting held on the 7th day of March, 2022, and that I am duly authorized to execute this certificate.

Signed this _____ day of _____, _____.

KARA B. LANDIS
CLERK OF COUNCIL

Community Reinvestment Area Abatement Agreement

This Community Reinvestment Area Abatement Agreement (the "Agreement") is made and entered between the City of Trotwood, Ohio, a municipal corporation existing under the laws of the State of Ohio, with its offices at 3035 Olive Road, Trotwood, Ohio 45426 (the "City"), and GATED Properties Global I, LLC (the "Company"), with its principal office at 5855 East Naples Drive, Suite 311, Long Beach, California 90803, both collectively referred to herein as the "Parties" and sets forth the complete understanding of the Parties as to the exemption of real property taxes on improvements made to the Property, defined below, pursuant to the City's Community Reinvestment Area exemption program and Ohio Revised Code ("ORC") § 3735.65 *et seq.* (the "CRA Exemption").

WHEREAS, the City has encouraged the development of real property and the acquisition of personal property located in the area designated as a Community Reinvestment Area ("CRA"); and

WHEREAS, the Company desires to construct a logistics, manufacturing, and warehousing facility, within the boundaries of the CRA located at 6206 Wolf Creek Pike, provided that the appropriate development incentives are available to support the economic viability of said Project; and

WHEREAS, the City having the appropriate authority for the stated type of project desires to provide the Company with incentives available for the development of the Project in the CRA; and

WHEREAS, the Company has submitted proposed agreement application (attached hereto as Exhibit One and incorporated herein by this reference) to the City (the "Application"); and

WHEREAS, the City has investigated the application of the Company and has recommended the same to the City Council on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunity in the CRA and improve the economic climate of the City; and

WHEREAS, the Project is located within the boundaries of the Trotwood-Madison City School District (the "School District") and the Miami Valley Career Technology Center, and the board of education of each such district has been notified of the proposed approval of this Agreement in accordance with ORC § 3735.671 and § 5709.83, or has waived such notice, and has been given a copy of the Application; and

WHEREAS, pursuant to ORC § 3735.67(A) and in conformance with the format required under ORC § 3735.671, the Parties desire to set forth their agreement in writing with respect to matters hereinafter contained; and

WHEREAS, the City Council, by Resolution No. R22-15, adopted March 7, 2022, has approved the terms of this Agreement and authorized its execution on behalf of the City; and

WHEREAS, pursuant to ORC § 3735.671, on 1/20/2022, the Board of Education of the Trotwood-Madison School District and on 2/8/2022, the Miami Valley Career Technology Center have (i) approved the terms of this Agreement, including the one hundred percent (100%) real property tax exemption for fifteen (15) years; and (ii) consented to the approval and execution of this Agreement.

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:

1. Project Description. The proposed industrial space will be located at 6206 Wolf Creek Pike, Trotwood, Ohio 45426 (the “Property”). Upon completion of the construction, the site will offer a 200,000 square foot specialty white-box warehouse with tilt-up walls and interior roadways (the “Project”). The Project will provide a major industrial space to the City in the form of warehouses and distribution centers, which may be used for logistics, manufacturing, and warehousing.

The Project is scheduled to commence on or about March of 2022 (the “Commencement Date”) and the first phase to be completed on or about December of 2022 (the “Completion Date”), provided a tax exemption is provided.

2. Employment Positions and Total Annual Payroll. Between 50-150 temporary construction jobs will be created throughout the entire construction period. Further, between 40-140 permanent jobs will be created once the project is placed in service, depending on the end user (“New Jobs”). Pursuant to Ohio Revised Code § 3735.671(B)(4) and (5), the estimated amount of annual payroll such New Employees will add is between \$1,000,000 and \$4,400,000, depending on the end user.

3. CRA Exemption. The City hereby grants the Company a real property tax exemption pursuant to R.C. Section 3735.67 equal to a percentage of the assessed valuation of the Property exempted hereunder, for the improvements made under the Project, for the following period and for the following benefit level (the “Exemption”):

Exemption Period	Exemption Benefit Level
Fifteen (15) Years	One Hundred Percent (100%)

The exemption provided under this § 3 commences the first year for which the Property would first be taxable were that property not exempted from taxation under this Agreement. No CRA exemption hereunder shall commence after tax year 2023, nor extend beyond tax year 2038. The Company agrees and consents to the City preparing and filing all necessary applications and supporting documents to obtain the exemption authorized by the CRA Exemption Statutes and the City. The City shall perform such acts as are reasonably or legally necessary or appropriate to effect, claim, reserve, and maintain the CRA Exemption granted under this Agreement, including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemption.

4. School District Consents and Waivers. In consideration of the CRA Agreement and Compensation to be provided by the Owner to the Trotwood-Madison School District and Trotwood MVCTC, the Trotwood-Madison School District and Trotwood MVCTC hereby:

- (i) approve the CRA Exemption granted under the CRA Agreement; and,
- (ii) waives compliance with any notice requirements set forth in O.R.C. §§ 3735.671, 5709.83 and 5715.27(B) and (C), and any income tax sharing provisions set forth in O.R.C. § 5709.82, but solely with respect to the CRA Exemption for the Project.

5. Taxes Otherwise Due. The Company shall pay such real property taxes as are not exempted under this Agreement and are charged against the Property and shall file all tax reports and returns as required by law. If the Company fails to pay such taxes or file such returns and reports, exemptions 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.

6. CRA Exemption Continues. If, for any reason, the CRA designation expires, or the Director of the State of Ohio revokes his or her confirmation of the area, or the City revokes the designation of the area, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless the Company materially fails to fulfill its obligations under this Agreement and the City terminates or modifies the CRA Exemption pursuant to this Agreement.

7. Certifications. Pursuant to ORC § 3735.671(C)(3), the Company hereby certifies that at the time this Agreement is executed, the Company does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe any delinquent taxes for which the Company is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the ORC, or, if such delinquent taxes are owed, the Company 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 Company. For the purposes of Section 6 of this Agreement, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the ORC chapter governing payment of those taxes.

8. Failure to Comply. If the Company materially fails to fulfill its obligations under this Agreement, or if the City determines that the certification under Section 6, above, is fraudulent, the City may terminate or modify the CRA Exemption 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. Repayment of taxes under this Section may be secured by the City by a lien placed on the Property in the amount required to be repaid hereunder, and 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 such.

9. Discontinuing Operations. If the Company discontinues operations at the Property prior to the expiration of the term of this Agreement, the Company and any successor or

any related member shall not enter into an agreement under ORC § 3735.671, 5709.62, 5709.63 or 5709.632 within five (5) years after such discontinuation. The CRA Exemption granted under this Agreement shall be revoked if it is determined that the Company, any successor to that person, or any related member has violated the prohibition against entering into this Agreement under ORC § 3735.671(E) 5709.62 or 5709.63 prior to the time prescribed by that division of either of those section. For purposes of this Section, “successor” and “related member” have meanings as defined in ORC § 3735.671(E).

10. Non-Discriminatory Hiring Practices. As required under ORC § 5709.85(D), and by executing this Agreement, the Company is hereby committing to offer equal opportunity and equal consideration to all persons who seek employment with the Company, that no individual will be discriminated against on the basis of race, color, ancestry, religion, creed, national origin, age, sex, veteran status, disability, and/or any other characteristic protected by applicable federal, State or local law.

11. Agreement Not Transferrable. This Agreement is not transferrable or assignable without the express, written approval of the City, which such approval shall not be unreasonably withheld.

12. Non-Waiver. No failure by the City to enforce its rights or seek its remedies under this Agreement upon any non-compliance or default by the Company shall affect or constitute a waiver of the City’s rights to enforce that right or seek that remedy.

13. Miscellaneous.

(a) Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by a recognized, overnight delivery service or be certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth in this Agreement or any addendum to our counterpart of this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. For purposes of this Agreement, Notices shall be addressed to:

If to City: City of Trotwood Community Improvement Corporation
Attn: Chad Downing, Executive Director
3035 Olive Road, Trotwood, OH 45426

If to Company: GATED Properties Global I, LLC
Attn: Adin Penn
5855 East Naples Plaza Drive, Suite 311
Long Beach, CA 90803

The parties by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

(b) Extent of Provisions: No Personal Liability. All rights, remedies, representations warranties, covenants, agreements and obligations of the City under this Agreement shall be effective to the extent authorized and permitted by applicable law. No representation, warranty, covenant, agreement, obligation, or stipulation contained in this Agreement shall be deemed to constitute a representation, warranty covenant, agreement, obligation or stipulation of any present or future official, member, officer, agent, or employee of the City or the Company in other than his or her official capacity. No official executing or approving the City's or the Company's participation in this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the issuance thereof.

(c) Amendments. This Agreement may only be amended by a written instrument executed by both Parties.

(d) Executed Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same agreement. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

(e) Severability. In case any section or provision of this Agreement, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason:

(i) that illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into, or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein:

(ii) the illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof; and

(iii) each section, provision, covenant, agreement, obligation or action, or part thereof shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the fullest extent permitted by law.

(f) Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of the Agreement.

(g) Governing Law and Choice of Forum. This Agreement shall be governed and construed in accordance with the laws of the State of Ohio or applicable federal law. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees,

and the Company, its employees and agents, arising out of or relating to this Agreement or breach will be decided in a court of competent jurisdiction within Montgomery County, Ohio.

In witness thereof, the Parties have caused this Agreement to be executed this _____ day of _____, 2022.

CITY OF TROTWOOD

GATED Properties Global I, LLC
an Ohio limited liability company

BY: _____
Quincy Pope, City Manager

By: _____
Name: _____
Its: _____

CRA Tax Abatement Incentive

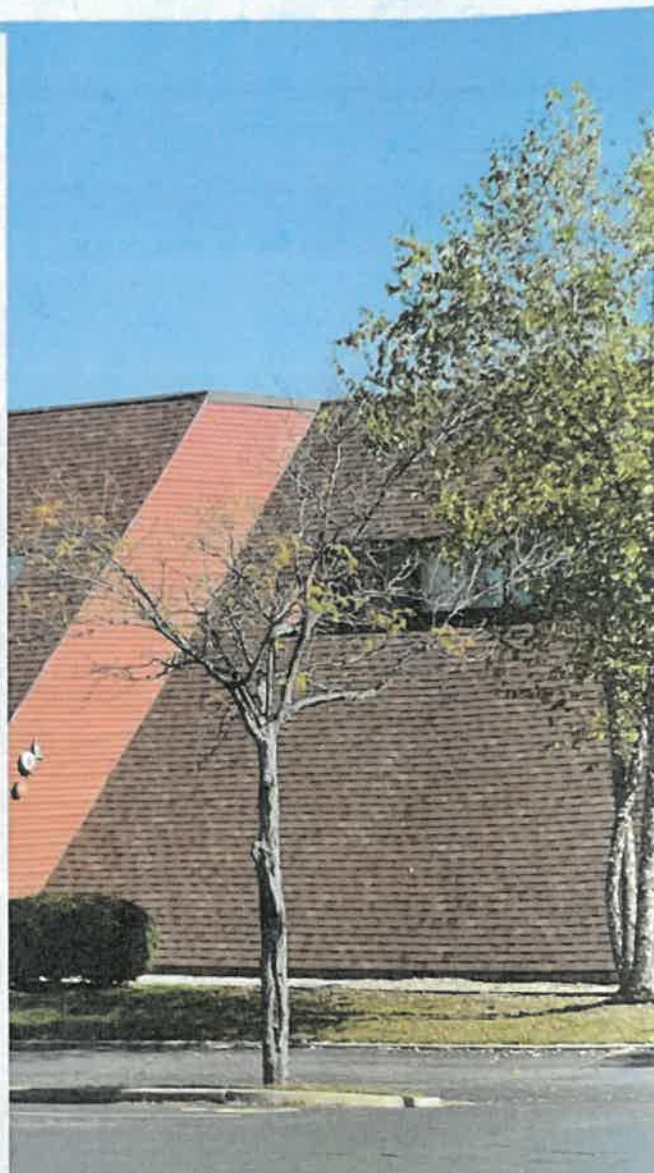
APPLICATION for Businesses

CITY OF TROTWOOD, OHIO

CRA HOUSING REVIEW COMMITTEE

Administered by: Trotwood CIC

CRA Housing Officer: Chad Downing, Trotwood CIC Executive Director



**TROTWOOD COMMUNITY
IMPROVEMENT CORPORATION**

CRA Tax Abatement

The Community Reinvestment Area (CRA) Program is a direct incentive tax exemption program benefiting property owners who renovate existing or construct new buildings.

This application is specifically for businesses rehabilitating or building new **commercial/industrial facilities**, where new improvement value will be generated as a result of the improvements. The real estate tax abatement applies only to the increase in value as a result of the improvements—*it does not eliminate all of the taxes, as the “baseline” value will remain.* This abatement program is available throughout the entire City of Trotwood.

“We are excited about the opportunity to offer tax abatement to help our residents. This is another tool designed to stimulate revitalization, attract new residents, and galvanize development.”

Quincy E. Pope Sr., Trotwood City Manager

This application should be submitted prior to the work starting. According to Ohio Revised Code, the maximum abatement terms permitted are 100% abatement for 15 years. For any requests above 50%, the Trotwood-Madison School District will also be required to approve the abatement.

All abatement agreements will be tied to the scope of the investment/project, creation of living-wage jobs, and overall benefit to the City of Trotwood and its residents.

The designated Housing Officer for the CRA Housing Review committee, which oversees the CRA Tax Abatement process, is the Executive Director of the Trotwood Community Improvement Corporation.

PROPOSED AGREEMENT for Community Reinvestment Area Tax Incentives between the
CITY OF TROTWOOD located in the County of MONTGOMERY and
GATED Properties Global I, LLC

Section 1.

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

Enterprise Name	GATED Properties Global I, LLC
Contact Person	Adin Penn
Address	5855 East Naples Plaza Drive, Suite 311, Long Beach, CA 90803
Telephone Number	(562) 756-6794

b. Project site:

Address	6206 Wolf Creek Pike, Trotwood OH 45426
Contact Person	Adin Penn
Telephone Number	(562) 756-6794

Section 2.

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

Logistics, manufacturing, warehousing

b. List primary 6 digit North American Industry Classification System (NAICS) # _____
Business may list other relevant SIC numbers: Unknown at this time.

c. If a consolidation, what are the components of the consolidation? (must itemize the location, assets, and employment positions to be transferred: Not Applicable

d. Form of business of enterprise (corporation, partnership, proprietorship, or other).

LLC

Section 3.

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

Name	Position/Title
Daniel Penn	Principal
Adin Penn	Principal
Brian Anderson	Principal

Section 4.

a. State the enterprise's current employment level at the proposed project site: Not Applicable, this project is a speculative new build and will be leased to companies seeking manufacturing, logistics, and warehousing space in the area.

b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Yes ___ No ___ - Unknown since there is no end user identified, yet.

c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:
Not Applicable

d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees): Not Applicable

e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets: Not Applicable

f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated? Not Applicable

Section 5.

Does the Property Owner owe:

Any delinquent taxes to the State of Ohio or a political subdivision of the state?
Yes ___ No X

Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State? Yes ___ No X

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 X

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

Section 6.

Project Description: Phase I of construction: 200,000 SF spec. white-box warehouse with tilt-up walls plus interior roadways.

Section 7.

Project will is scheduled to begin 2022 and the first phase to be completed 4th Quarter, 2022 provided a tax exemption is provided.

Section 8.

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

Using industry averages for logistics, warehousing, and manufacturing, this new facility has the potential to create between 40-140 permanent jobs. Actual jobs may vary from this estimated range depending on the end user.

b. State the time frame of this projected hiring: 2-3 yrs.

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

Unable to determine timeline since an end-user has not been identified, yet.

Section 9.

a. Estimate the amount of annual payroll such new employees will add between \$1,000,000 and \$4,400,000 (new annual payroll must be itemized by full and part-time and permanent and temporary new employees).

b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project: \$ Unknown at this time.

Section 10.

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

A.	Acquisition of Buildings/Property	\$342,525
B.	Additions/New Construction	\$17,450,000
C.	Improvements to existing buildings	\$ N/A
D.	Machinery & Equipment	\$ N/A
E.	Furniture & Fixtures:	\$ N/A
F.	Inventory	\$ N/A
G.	Total NEW Project Investment	\$17,792,525

Section 11.

a. Business requests the following tax exemption incentives: 100 % for 15 years covering real property and improvements as described above. Be specific as to the rate, and term.

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

When researching the surrounding industrial competition, we found a significant amount of warehouses/distribution centers had one detail in common: 100% CRA tax abatement for 15 years. Currently, Trotwood is already at a disadvantage in the market because of its lack of exposure with major industrial space, however, we are confident this area is perfectly suited to this field – provided the necessary incentives are available. Moreover, full tax abatement will maintain our competitiveness with surrounding new and mature industrial developments as it relates to operational expenses (NNN).

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

The Applicant agrees to supply additional information upon request.

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

Adin F. Penn
Name of Property Owner

1.17.2022
Date


Signature

Adin F. Penn, Principal
Typed Name and Title

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

** Attach to Final Community Reinvestment Area Agreement as Exhibit A

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