

**RESOLUTION APPROVING ASHTABULA COUNTY COMMUNITY REINVESTMENT AREA, TAX INCENTIVE AGREEMENT BY AND BETWEEN ASHTABULA COUNTY AND HARPERSFIELD HOTEL, LLC, AREA NO. 007-33628-28, KNOWN AS: HARPERSFIELD TOWNSHIP CRA #1**

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

**WHEREAS**, Harpersfield Hotel, LLC is desirous of building a Wingate by Wyndham Harpersfield Township, Ohio 44041 (permanent parcel 22-008-00-028-06) Ashtabula County (the "Property"), which is hereinafter referred to as the "PROJECT", 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 Ashtabula County Board of Commissioners, by Resolution No. 2021-349 adopted 09/14/2021, designated the area as a "Community Reinvestment Area" pursuant Chapter 3735 of the Ohio Revised Code; and

**WHEREAS**, effective December 9, 2021, the Director of Development of the State of Ohio determined that the aforementioned area designated in said Resolution No. 2021-349 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; and

**WHEREAS**, the Harpersfield Township Board of Trustees, by its Resolution 12-19-22 adopted on 12/19/2022 (the "TIF Resolution"), (i) declared that 75% of the increase in assessed value of the real property included in Exhibit A thereto (the Property being included therein) to be a public purpose, (ii) exempted such increase in assessed value from real property taxation for a period not to exceed 10 years (the "TIF Exemption"), (iii) required the owners of such property to make service payments to the Ashtabula County Treasurer, (iv) established a tax increment equivalent fund for the deposit of those non-school payments from the Ashtabula County Treasurer (the "Service Payments"), and (v) designated the public infrastructure improvements to be financed with the Service Payments; and

**WHEREAS**, the TIF Exemption and Service Payment obligations established pursuant to said TIF Resolution are subject and subordinate to any other property tax exemption with respect to the Property, including a tax exemption through said Community Reinvestment Area, pursuant to Chapter 5709.911 of the Ohio Revised Code;

**WHEREAS**, the Harpersfield Township Board of Trustees, by its Resolution adopted 3/11/2024, stated its awareness of Harpersfield Hotel LLC's intention to file this CRA application for seven (7) years and fifty (50) percent tax abatement and declared the Township's support of Harpersfield Hotel LLC's request for said CRA abatement.

**WHEREAS**, Ashtabula County 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**, Harpersfield Hotel, LLC has submitted a proposed agreement application (herein attached as Exhibit A) to Ashtabula County (hereinafter referred to as "APPLICATION"); and

**WHEREAS**, Harpersfield Hotel, LLC 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 Community Reinvestment Housing Officer has investigated the application of Harpersfield Hotel, LLC and has recommended the approval to the Board of Commissioners 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 the Ashtabula County; and

**WHEREAS**, the Project Site is located in the Geneva Area City School District (the "School District") and Ashtabula County Technical and Career Campus (Atech) joint vocational school district (the "JVSD"), and the Boards of Education of each of the School District and the JVSD have been notified in accordance with Section 5709.83 of the Ohio Revised Code and been provided 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;

**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.** Property Owner shall perform the construction activities described below, hereinafter referred to as the "PROJECT." The PROJECT will involve a total investment by Property Owner of \$8,000,000 (Eight Million Dollars), plus or minus 10%, at S. Broadway, Harpersfield Township, Ohio (permanent parcel 22-008-00-028-06). Included in this investment are \$3,000,000 for new construction, \$2,000,000 for acquisition, \$2,000,000 for development, architectural, and soft costs, and \$1,000,000 for furniture, fixtures, equipment, signage, landscaping, and other miscellaneous costs furniture and fixtures. The PROJECT will begin in Spring 2024, and all construction and installation will be completed by December 31, 2024.

**Section 2.** Business Owner shall use its good faith and commercially reasonable efforts to cause and/or facilitate the creation of eight (8) full-time jobs and eight (8) part-time permanent jobs at the project location in Harpersfield Township within a time period not exceeding 36 months after the commencement of construction of the aforesaid facility. Harpersfield Hotel, LLC currently has 0 existing full-time permanent and 0 existing part-time permanent employees in the project area. In total, Harpersfield Hotel, LLC has 0 full-time permanent employees and 0 part-time permanent employees in the State of Ohio.

The PROJECT is expected to result in an annual employee payroll of approximately \$460,000. The following is an estimated itemization: \$320,000 in new full-time payroll and \$160,000 new permanent part-time payroll.

**Section 3.** Ashtabula County hereby grants 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: fifty percent (50%) for seven (7) years. The exemption commences the first year for which the real property would first be taxable were that property not exempted from taxation. No exemption shall commence before January 1, 2024 nor extend beyond 12/31/2034.

Property Owner must file the appropriate tax forms with the County Auditor to effect and maintain the exemptions covered in the agreement.

**Section 4.** 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 Property Owner fails to pay such taxes or file such returns and reports, all incentives granted under this agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.

**Section 5.** Ashtabula County 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 6.** If for any reason the Community Reinvestment Area designation expires, the Director of the Ohio Development Services Agency revokes certification of the zone, or Ashtabula County revokes the designation of the zone, entitlements granted under this agreement shall continue for the number of years specified under this agreement,

unless Property Owner materially fails to fulfill its obligations under this agreement and Ashtabula County terminates or modifies the exemptions from taxation granted under this agreement as permitted by the Revised Code.

**Section 7.** If Property Owner sells the subject improved property without undertaking all steps necessary for another responsible party, acceptable to Ashtabula County, to assume all obligations hereunder, or materially fails to fulfill its obligations under this agreement, or if Ashtabula County determines that the certification as to delinquent taxes required by this agreement is fraudulent, Ashtabula County 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.

**Section 8.** Property Owner hereby certifies that at the time this agreement is executed, Property Owner does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which Property Owner is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Revised Code, or, if such delinquent taxes are owed, Property Owner currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against Property Owner. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.

**Section 9.** Property Owner affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

**Section 10.** Property Owner and Ashtabula County acknowledge that this agreement must be approved by formal action of the legislative authority of the Ashtabula County as a condition for the agreement to take effect. This agreement takes effect upon such approval.

**Section 11.** Ashtabula County has developed a policy to ensure recipients of Community Reinvestment Area tax benefits practice non-discriminating hiring practices. In executing this agreement, Business Owner commits to following non-discriminating hiring practices acknowledging that no individual may be denied employment on the basis of race, religion, sex, disability, color, national origin or ancestry.

**Section 12.** Exemptions from taxation granted under this agreement shall be revoked if it is determined that Property Owner, any successor Property Owner, 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 13.** 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 Property Owner has knowingly made a false statement to the State or local political subdivision to obtain the Community Reinvestment Area incentives, Property Owner shall be required to immediately return all benefits received under 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)(l). 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 14.** This agreement is not transferable or assignable without the express, written approval of Ashtabula County.

**Section 15.** Property Owner shall provide to the proper tax incentive review council any information reasonably required by the council to evaluate the applicant's compliance with the agreement, including returns filed pursuant to section 5711.02 of the Ohio Revised Code if requested by the council.

**ASHTABULA COUNTY COMMISSIONERS  
CERTIFICATION PAGE**

**Resolution No. 2024-157**

**March 19, 2024**

**RESOLUTION APPROVING ASHTABULA COUNTY COMMUNITY REINVESTMENT AREA, TAX INCENTIVE AGREEMENT BY AND BETWEEN ASHTABULA COUNTY AND HARPERSFIELD HOTEL, LLC, AREA NO. 007-33628-28, KNOWN AS: HARPERSFIELD TOWNSHIP CRA #1**

**Upon the motion of Casey R. Kozlowski, seconded by J.P. Ducro IV.**

**VOTE:**

**Kathryn L. Whittington  
J.P. Ducro IV  
Casey R. Kozlowski**

**Aye  
Aye  
Aye**

**CERTIFICATE OF CLERK**

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



---

Lisa Hawkins, Clerk of the Board  
Board of County Commissioners  
Ashtabula County, Ohio



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

Limited Liability Company

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

Renew Geneva Holdings II LLC Shawn Neece (Member)

Harpersfield Hotel Investors LLC Jonathan Ehrenfeld (Member)

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

0

b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Yes \_\_\_ No X

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:

\_\_\_\_\_  
\_\_\_\_\_

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

0

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

0

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

0

5. Does the Property Owner owe:

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

Yes \_\_\_\_\_ No X

- b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State? Yes \_\_\_\_\_ No X
- c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not? Yes \_\_\_\_\_ No X
- d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets).
6. Project Description: Renovation of existing vacant Motel 6 into Wingate by Wyndham
7. Project will begin November, 2023 and be completed August, 2024 provided a tax exemption is provided.
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):  
30 FTEs during construction (1 Year)
- 8 Full Time Employees  
8 Part Time Employees
- b. State the time frame of this projected hiring: Immediate for construction. 9 months for permanent jobs.
- c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees):  
Immediate hiring for construction jobs. 9 months for permanent jobs
9. a. Estimate the amount of annual payroll such new employees will add \$ 1,500,000 for construction jobs over 1 year. Plus \$320,000 Full Time Payroll and \$160,000 Part Time Payroll within 9 months post construction.  
(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: \$ 0

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

A.	Acquisition of Buildings:	\$ <u>1,900,000</u>
B.	Additions/New Construction:	\$ _____
C.	Improvements to existing buildings:	\$ <u>5,385,000</u>
D.	Machinery & Equipment:	\$ _____
E.	Furniture & Fixtures:	\$ <u>600,000</u>
F.	Inventory:	\$ _____
<b>Total New Project Investment:</b>		\$ <u>7,885,000</u>

11. a. Business requests the following tax exemption incentives: 75 % for 10 years covering real property as described above. Be specific as to the rate, and term.

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

\_\_\_\_\_  
Financing and investment environment for hotels has been significantly more difficult over the last 12 months. Interest rate increases create cash flow pressures for all new projects. The tax abatement is require to cash flow the new hotel property.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Submission of this application expressly authorizes Ashtabula County 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.

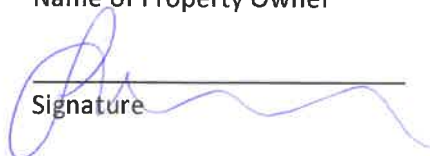
The Applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C) (1) and 2921.13(D) (1) penalties for falsification which could result in the forfeiture of all current and future economic development 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.

HARPERFIELD HOTEL LLC

Name of Property Owner

12/7/23

Date

  
Signature

SHAWN MOORE, DISTRICT REED

Typed Name and Title

DISTRICT REED  
REG.

\* 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.



35 W. Jefferson Street | Jefferson, OH 44047  
Ph. 440-576-9126  
Fax 44-576-4769  
[www.AshtabulaGrowth.com](http://www.AshtabulaGrowth.com)

December 7, 2023

Mr. Scott Wludyga, Superintendent  
Ashtabula County Technical & Career Center (A-Tech)  
1565 State Route 167  
Jefferson, Ohio 44047

Dear Mr. Wludyga:

I am writing to inform you that the Ashtabula County Commissioners have received a Community Reinvestment Area (CRA) application, requesting a 75%, 10-year exemption of property taxes associated with the proposed renovation of the vacant former Motel 6 property located at 1215 S. Broadway, Geneva, OH 44041.

According to the application (attached), the total investment for the proposed project would be an estimated \$7.9M for construction and furniture and fixtures. In addition, the proposed project is expected to result in the creation of 12 full-time equivalent jobs with an associated payroll of \$480,000 annually.

The County has reviewed the application and associated project documents and determined that a CRA exemption is permissible for the proposed project. The County is preparing to consider legislation to authorize a CRA Agreement for 75%, 10-year exemption.

Affected school board(s) must consent to a CRA exemption that is greater than 50% by approval of a formal resolution. Therefore, we are seeking consideration from the A-Tech Board of Education ("school board") for approval of this CRA application. Because this CRA application is seeking an exemption greater than 50%, the school board is afforded a period of 45 business days to consider the application. If the school board does consent to the exemption, then the resolution should also waive any remaining time of the full-notice period.

Please let this letter serve as notice to the A-Tech of the County's intent to consider entering into a CRA agreement for the proposed project. If you have any questions about the proposed project or CRA agreement, or would like to discuss this in more detail, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Greg Myers".

Greg Myers  
Authorized Local Incentives Manager  
[greg@ashtabulagrowth.com](mailto:greg@ashtabulagrowth.com)  
440.576.9126

Cc: Ashtabula County Commissioners



35 W. Jefferson Street | Jefferson, OH 44047  
Ph. 440-576-9126  
Fax 44-576-4769  
[www.AshtabulaGrowth.com](http://www.AshtabulaGrowth.com)

December 7, 2023

Dr. Terri Hrina-Treharn, Superintendent  
Geneva Area City School District  
135 South Eagle Street  
Geneva, Ohio 44041

Dear Dr. Hrina-Treharn:

I am writing to inform you that the Ashtabula County Commissioners have received a Community Reinvestment Area (CRA) application, requesting a 75%, 10-year exemption of property taxes associated with the proposed renovation of the vacant former Motel 6 property located at 1215 S. Broadway, Geneva, OH 44041.

According to the application (attached), the total investment for the proposed project would be an estimated \$7.9M for construction and furniture and fixtures. In addition, the proposed project is expected to result in the creation of 12 full-time equivalent jobs with an associated payroll of \$480,000 annually.

The County has reviewed the application and associated project documents and determined that a CRA exemption is permitted for the proposed project. The County is preparing to advance legislation to authorize a CRA Agreement for 75%, 10-year exemption.

Affected school board(s) must consent to a CRA exemption that is greater than 50% by approval of a formal resolution. Therefore, we are seeking consideration from the Geneva Area City School District Board of Education ("school board") for approval of this CRA application. Because this CRA application is seeking an exemption greater than 50%, the school board is afforded a period of 45 business days to consider the application. If the school board does consent to the exemption, then the resolution should also waive any remaining time of the full-notice period.

Please let this letter serve as notice to the school district of the County's intent to consider entering into a CRA agreement for the proposed project. If you have any questions about the proposed project or CRA agreement, or would like to discuss this in more detail, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Greg Myers", is written over a light blue horizontal line.

Greg Myers  
Authorized Local Incentives Manager  
[greg@ashtabulagrowth.com](mailto:greg@ashtabulagrowth.com)  
440.576.9126

Cc: Ashtabula County Commissioners  
Mr. Kevin Lillie, Treasurer, Geneva Schools

**ASHTABULA COUNTY COMMUNITY REINVESTMENT AREA  
TAX INCENTIVE AGREEMENT  
AREA NO. 007-33628-28  
Known As: Harpersfield Township CRA #1**

**THIS AGREEMENT** made and entered into by and between Ashtabula County Ohio, with its main offices located at 25 West Jefferson Street, Jefferson, OH 44047 (hereinafter referred to as "Ashtabula County") and **Harpersfield Hotel, LLC**, a Delaware corporation with its principal office located at P.O. Box 229 Montville, Ohio 44064 (hereinafter referred to as "Property Owner and Business Owner"), **WITNESSETH:**

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

**WHEREAS**, Harpersfield Hotel, LLC is desirous of building a Wingate by Wyndham Harpersfield Township, Ohio 44041 (permanent parcel 22-008-00-028-06) Ashtabula County (the "Property"), which is hereinafter referred to as the "PROJECT", 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 Ashtabula County Board of Commissioners, by Resolution No. 2021-349 adopted 09/14/2021, designated the area as a "Community Reinvestment Area" pursuant Chapter 3735 of the Ohio Revised Code; and

**WHEREAS**, effective December 9, 2021, the Director of Development of the State of Ohio determined that the aforementioned area designated in said Resolution No. 2021-349 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; and

**WHEREAS**, the Harpersfield Township Board of Trustees, by its Resolution 12-19-22 adopted on 12/19/2022 (the "TIF Resolution"), (i) declared that 75% of the increase in assessed value of the real property included in Exhibit A thereto (the Property being included therein) to be a public purpose, (ii) exempted such increase in assessed value from real property taxation for a period not to exceed 10 years (the "TIF Exemption"), (iii) required the owners of such property to make service payments to the Ashtabula County Treasurer, (iv) established a tax increment equivalent fund for the deposit of those non-school payments from the Ashtabula County Treasurer (the "Service Payments"), and (v) designated the public infrastructure improvements to be financed with the Service Payments; and

**WHEREAS**, the TIF Exemption and Service Payment obligations established pursuant to said TIF Resolution are subject and subordinate to any other property tax exemption with respect to the Property, including a tax exemption through said Community Reinvestment Area, pursuant to Chapter 5709.911 of the Ohio Revised Code;

**WHEREAS**, the Harpersfield Township Board of Trustees, by its Resolution adopted 3/11/2024, stated its awareness of Harpersfield Hotel LLC's intention to file this CRA application for seven (7) years and fifty (50) percent tax abatement and declared the Township's support of Harpersfield Hotel LLC's request for said CRA abatement.

**WHEREAS**, Ashtabula County 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**, Harpersfield Hotel, LLC has submitted a proposed agreement application (herein attached as Exhibit A) to Ashtabula County (hereinafter referred to as "APPLICATION"); and

**WHEREAS**, Harpersfield Hotel, LLC 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 Community Reinvestment Housing Officer has investigated the application of Harpersfield Hotel, LLC and has recommended the approval to the Board of Commissioners 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 the Ashtabula County; and

**WHEREAS**, the Project Site is located in the Geneva Area City School District (the "School District") and Ashtabula County Technical and Career Campus (Atech) joint vocational school district (the "JVSD"), and the Boards of Education of each of the School District and the JVSD have been notified in accordance with Section 5709.83 of the Ohio Revised Code and been provided 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;

**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.** Property Owner shall perform the construction activities described below, hereinafter referred to as the "PROJECT." The PROJECT will involve a total investment by Property Owner of \$8,000,000 (Eight Million Dollars), plus or minus 10%, at S. Broadway, Harpersfield Township, Ohio (permanent parcel 22-008-00-028-06). Included in this investment are \$3,000,000 for new construction, \$2,000,000 for acquisition, \$2,000,000 for development, architectural, and soft costs, and \$1,000,000 for furniture, fixtures, equipment, signage, landscaping, and other miscellaneous costs furniture and fixtures. The PROJECT will begin in Spring 2024, and all construction and installation will be completed by December 31, 2024.

**Section 2.** Business Owner shall use its good faith and commercially reasonable efforts to cause and/or facilitate the creation of eight (8) full-time jobs and eight (8) part-time permanent jobs at the project location in Harpersfield Township within a time period not exceeding 36 months after the commencement of construction of the aforesaid facility. Harpersfield Hotel, LLC currently has 0 existing full-time permanent and 0 existing part-time permanent employees in the project area. In total, Harpersfield Hotel, LLC has 0 full-time permanent employees and 0 part-time permanent employees in the State of Ohio.

The PROJECT is expected to result in an annual employee payroll of approximately \$460,000. The following is an estimated itemization: \$320,000 in new full-time payroll and \$160,000 new permanent part-time payroll.

**Section 3.** Ashtabula County hereby grants 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: fifty percent (50%) for seven (7) years. The exemption commences the first year for which the real property would first be taxable were that property not exempted from taxation. No exemption shall commence before January 1, 2024 nor extend beyond 12/31/2034. Property Owner must file the appropriate tax forms with the County Auditor to effect and maintain the exemptions covered in the agreement.

**Section 4.** 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 Property Owner fails to pay such taxes or file such returns and reports, all incentives granted under this agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.

**Section 5.** Ashtabula County 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 6.** If for any reason the Community Reinvestment Area designation expires, the Director of the Ohio Development Services Agency revokes certification of the zone, or Ashtabula County revokes the designation of the zone, entitlements granted under this agreement shall continue for the number of years specified under this agreement, unless Property Owner materially fails to fulfill its obligations under this agreement and Ashtabula County terminates or modifies the exemptions from taxation granted under this agreement as permitted by the Revised Code.

**Section 7.** If Property Owner sells the subject improved property without undertaking all steps necessary for another responsible party, acceptable to Ashtabula County, to assume all obligations hereunder, or materially fails to fulfill its obligations under this agreement, or if Ashtabula County determines that the certification as to delinquent taxes required by this agreement is fraudulent, Ashtabula County 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.

**Section 8.** Property Owner hereby certifies that at the time this agreement is executed, Property Owner does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which Property Owner is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Revised Code, or, if such delinquent taxes are owed, Property Owner currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against Property Owner. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.

**Section 9.** Property Owner affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

**Section 10.** Property Owner and Ashtabula County acknowledge that this agreement must be approved by formal action of the legislative authority of the Ashtabula County as a condition for the agreement to take effect. This agreement takes effect upon such approval.

**Section 11.** Ashtabula County has developed a policy to ensure recipients of Community Reinvestment Area tax benefits practice non-discriminating hiring practices. In executing this agreement, Business Owner commits to following non-discriminating hiring practices acknowledging that no individual may be denied employment on the basis of race, religion, sex, disability, color, national origin or ancestry.

**Section 12.** Exemptions from taxation granted under this agreement shall be revoked if it is determined that Property Owner, any successor Property Owner, 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 13.** 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 Property Owner has knowingly made a false statement to the State or local political subdivision to obtain the Community Reinvestment Area incentives, Property Owner shall be required to immediately return all benefits received under 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 14.** This agreement is not transferable or assignable without the express, written approval of Ashtabula County.

**Section 15.** Property Owner shall provide to the proper tax incentive review council any information reasonably required by the council to evaluate the applicant's compliance with the agreement, including returns filed pursuant to section 5711.02 of the Ohio Revised Code if requested by the council.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the County of Ashtabula Ohio, and pursuant to Resolution No. 2024 – 157 has caused this instrument to be executed this 19<sup>th</sup> day of March, 2024; and Harpersfield Hotel, LLC, to-wit:

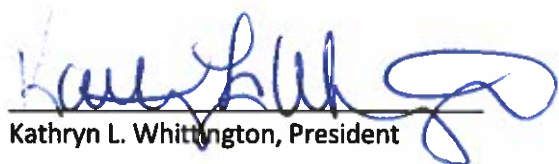
Ashtabula County Commissioners:

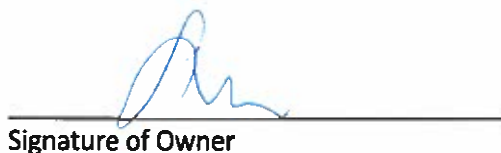
Date: 3-19-24

Date: 3/21/2024

**ASHTABULA COUNTY COMMISSIONERS**

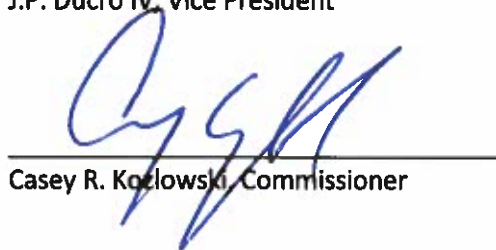
**HARPERSFIELD HOTEL, LLC**

  
Kathryn L. Whittington, President

  
Signature of Owner

  
J.P. Duero IV, Vice President

Shawn Neece, Authorized Rep.  
Printed Name

  
Casey R. Kozlowski, Commissioner