

SCHOOL COMPENSATION AGREEMENT
FIVE GALION COMPANY, LLC
GALION COMMUNITY REINVESTMENT AREA

This School Compensation Agreement ("Agreement") between the **City of Galion**, a municipal corporation, with its offices at 301 Harding Way East, Galion, Ohio 44833; **Galion City Schools**, a public school district and political subdivision of the State of Ohio with its principal office at 470 Portland Way North, Galion, Ohio 44833; **Pioneer Career and Technology Center**, a joint vocational school district with its principal office at 27 Ryan Road, Shelby, Ohio 44875; and **Five Galion Company, LLC**, an Ohio corporation with an office at 4835 Munson N.W., Canton, Ohio 44718, specifies the manner in which and procedures to be used pursuant to Ohio Revised Code 3735 authorizing general compensation relating to the Community Reinvestment Area tax abatement for improvements to real property on parcels 19-00-65167-02 and 19-00-65167-03 in the Galion Community Reinvestment Area which are located in the Galion City School District and Pioneer Joint Vocational School District.

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

WHEREAS, the Council of the City of Galion, by Ordinance No. 2016-23-, designated the area within the then corporate boundaries as a "Community Reinvestment Area" pursuant to the same Chapter; and

WHEREAS, the Director of Development of the State of Ohio has determined that the aforementioned area designated in said Ordinance contains the characteristics set forth in Section 3735.66 of the Ohio Revised Code and confirmed said area as an official Community Reinvestment Area; and

WHEREAS, the City of Galion by Ordinance Number 2019-33, adopted on May 29, 2019 has acted pursuant to ORC 3735 to grant a one hundred percent (100%) tax exemption for a period of fifteen (15) years to Five Galion Company, LLC, and entered into a formal Community Reinvestment Area agreement on _____, 2019.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants, and agreements hereinafter set forth, the City of Galion, Galion City Schools, Pioneer Career and Technology Center, and Five Galion Company, LLC agree as follows:

Section 1. FIVE GALION COMPANY, LLC shall pay THREE THOUSAND DOLLARS (\$3,000.00) per year for fifteen (15) years to Galion City Schools in accordance with the terms and conditions set forth below. This payment shall be made on July 1 of each of the fifteen (15) years of the Community Reinvestment Area Agreement.

Section 2. FIVE GALION COMPANY, LLC shall pay TWO HUNDRED FIFTY DOLLARS (\$250.00) per year for fifteen (15) years to Pioneer Career and Technology Center in accordance with the terms and conditions set forth below for the referenced project. This payment shall be made upon receipt of invoices for the same.

Section 3. That cash payments made by FIVE GALION COMPANY, LLC to Galion City Schools and Pioneer Career and Technology Center satisfy ORC Section 5709.82 as being mutually acceptable and shall be used for proper public and educational purposes for the sole benefit of Galion City Schools and Pioneer Career and Technology Center, respectively.

Section 4. This Agreement may be amended or modified or assigned by the parties, only in writing, signed by all parties to this Agreement or by applicable law changes.

Section 5. The parties agree that if Ohio tax reform results in no net tax incentive benefits (if the sum of tax incentives offered through the Community Reinvestment Area Agreement minus the school compensation payment is negative), FIVE GALION COMPANY, LLC may request that the Crawford County Tax Incentive Review Council recommend agreement modification of termination. No school compensation payment is required if there is no net tax benefit to FIVE GALION COMPANY, LLC.

Section 6. The Crawford County Tax Incentive Review Council shall review the progress and value of the project as compared against the application at least annually during each year that the Community Reinvestment Area Agreement is in effect.

Section 7. This Agreement sets for the entire agreement and understanding between the parties as to the subject matter contained herein and merges and supersedes all prior discussions, agreements, and undertakings of every kind between the parties with respect to the subject matter of this agreement.

Section 8. All payments, certificates, reports, and notices which are required to or may be given pursuant to the provisions of this agreement shall be sent by regular US mail, postage prepaid, and shall be deemed to have been given or delivered when so mailed to the following addresses:

City of Galion
Nicole Ward, Safety-Service Director
301 Harding Way East
Galion, Ohio 44833

Galion City Schools
James Grubbs, Superintendent
470 Portland Way North
Galion, Ohio 44833

Pioneer Career and Technology Center
27 Ryan Road
Shelby, Ohio 44875

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

Section 7. The invalidity of any provision of this Agreement shall not affect the other provisions of this Agreement, and this Agreement shall be construed in all respects as if such invalid portions were omitted.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this ____ day of _____, 2019.

For CITY OF GALION

For GALION CITY SCHOOLS

For PIONEER CAREER AND TECHNOLOGY CENTER

For FIVE GALION COMPANY, LLC

Approved as to form:

Thomas N. Palmer
Director of Law – City of Galion, Ohio