

RESOLUTION

A regular meeting of the City of Syracuse Industrial Development Agency was convened in public session on May 21, 2019 at 8:00 o'clock a.m., local time, in the Common Council Chambers, City Hall, 233 East Washington Street, Syracuse, New York.

The meeting was called to order by the Chairman and upon the roll being duly called, the following members were:

PRESENT: Michael Frame, Steven Thompson, Kathleen Murphy, Rickey T. Brown, Kenneth Kinsey

THE FOLLOWING PERSONS WERE ALSO PRESENT: Staff: Judith DeLaney, Susan R. Katzoff, Esq., Debra Ramsey-Burns, John Vavonese; Others: Lauryn LaBorde, Anthony D'Elia, Esq., Theresa Morgan

The following resolution was offered by Kenneth Kinsey and seconded by Rickey T. Brown:

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A LICENSE AGREEMENT BETWEEN THE AGENCY AND THE COMPANY AND AUTHORIZING THE ACCEPTANCE OF AN OFFER AND THE NEGOTIATION OF A PURCHASE CONTRACT FOR THE SALE OF LAND

WHEREAS, the City of Syracuse Industrial Development Agency (the "**Agency**") is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "**State**"), as amended, together with Chapter 641 of the Laws of 1979 of the State of New York, as amended from time to time (collectively, the "**Act**") to promote, develop, encourage and assist in the acquiring, constructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, including industrial pollution control facilities, railroad facilities and certain horse racing facilities, for the purpose of promoting, attracting, encouraging and developing recreation and economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, lease and sell real property; and

WHEREAS, the Agency owns approximately 8.5 acres of unimproved real property located at 2100 Coughlin Avenue (Tax Map No. 23.-8-31.2) and 2103 Coughlin Avenue (Rear) (Tax Map No. 23.-8-31.1), both located in the City of Syracuse, New York (collectively, the "**Land**") accessible solely through and to the rear of Armoured One, LLC's (the "**Company**")

property located at 386 North Midler Avenue, Syracuse, New York; and

WHEREAS, the Company is a security company specializing in k-12 school security protecting schools against an active shooter attack. The Company offers training, security assessments and glass products designed to save lives during attacks; and

WHEREAS, the Company currently employs approximately 150 full and part-time employees out of the Syracuse office and are investing millions of dollars into buildings located at 386 North Midler Ave in the City. The Company requires additional parking in order to accommodate and create new jobs. The Company is looking to expand over the next five years and anticipates hiring an additional 200 people during that time if they are able to secure adequate parking; and

WHEREAS, without the added parking, the Company will look to expand their facility in Myrtle Beach rather than locally; and

WHEREAS, the Company has requested, and the Agency is desirous of granting, a license from the Agency to the Company for the privilege to access, clear and pave the Land for the purpose of creating additional surface parking to be used solely for passenger vehicle parking for Company's employees during business hours and for no other purpose whatsoever pursuant to the terms of a revocable license agreement (the "**License Agreement**"); and

WHEREAS, in addition to the request for the License Agreement, the Company has submitted a purchase offer in the amount of \$29,500 dated May 16, 2019 with respect to the Land owned by the Agency (the "**Sale of the Land**") a copy of which is attached hereto at **Exhibit "A"**; and

WHEREAS, the Agency obtained an appraisal of the Land which placed the value at approximately \$27,000; and

WHEREAS, with respect to any disposition of property, the Agency is bound by the Act, its property disposition policy and the New York State Public Authorities Accountability Act; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law of the State of New York, as amended, and the regulations of the Department of Environmental Conservation of the State of New York promulgated thereunder (collectively referred to hereinafter as "**SEQRA**"), the Agency is required to make a determination whether the "action" (as said quoted term is defined in SEQRA) to be taken by the Agency may have a "significant impact on the environment" (as said quoted term is utilized in SEQRA), and the preliminary agreement of the Agency to enter into the License Agreement and/or to sell the Land constitutes such an action; and

WHEREAS, by resolution adopted May 21, 2019 (the "**SEQRA Resolution**"), the Agency determined that the execution and delivery of the License Agreement and any sale of the

Land constitutes an "Unlisted Action" as defined under SEQRA and will not have a significant adverse effect on the environment and issued a negative declaration; and

WHEREAS, the Land is landlocked by the Company's adjoining property; and

WHEREAS, the Agency has considered the policy, purposes and requirements of the Act in making its determinations with respect to taking official action regarding the License Agreement and/or the Sale of the Land; and

NOW, THEREFORE, be it resolved by the members of the City of Syracuse Industrial Development Agency as follows:

Section 1. It is the policy of the State to promote the economic welfare, recreation opportunities and prosperity of its inhabitants and to actively promote, attract, encourage and develop recreation and economically sound commerce and industry for the purpose of preventing unemployment and economic deterioration. It is among the purposes of the Agency to promote, develop, encourage and assist in the acquiring, constructing, improving, maintaining, equipping and furnishing of certain facilities, including commercial facilities, and thereby advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their recreation opportunities, prosperity and standard of living.

Section 2. Based upon the representations and projections made by the Company to the Agency, the Agency hereby and makes the following determinations:

- (A) ratifies the findings in its SEQRA Resolution;
- (B) to enter into the License Agreement with the Company;
- (C) the Land is landlocked. The use of the Land by the Company to facilitate expansion, growth and job creation are within the Agency's purposes and mission; and
- (D) to sell the Land to the Company contingent upon the terms of the Sale of the Land being negotiated by the (Vice) Chairman, which shall include (but not be limited to) a purchase price of \$29,500.00 and compliance with the terms of this Resolution, the Agency's property disposition policy, the Act and the New York State Public Authorities Accountability Act.

Section 3. The Chairman and/or Vice Chairman of the Agency, acting individually, are each hereby authorized and directed, for and in the name and on behalf of the Agency, to execute and deliver the documents and agreements identified herein and any such additional certificates, instruments, documents or affidavits, to pay any such other fees, charges and expenses, to make such other changes, omissions, insertions, revisions, or amendments to the documents referred herein and to do and cause to be done any such other acts and things, as they determine, on advice of counsel to the Agency, may be necessary or desirable to consummate the

transactions contemplated by this Resolution including but not limited to the negotiation, execution and delivery of the License Agreement and the Sale of the Land and the related transfer in accordance with the terms hereof.

Section 4. The obligation of the Agency to consummate the License Agreement is subject to and conditioned upon the Agency's approval of the terms of the License Agreement and the Company's execution and delivery of, among other things, the License Agreement in favor of the Agency in form and substance acceptable to the Agency and its counsel, all in the discretion of the Chairman and/or Vice Chairman of the Agency. The obligation of the Agency to consummate the Sale of the Land is subject to and conditioned upon the Agency's negotiation and approval of the terms of the purchase agreement, at a price not less than the appraised value, and compliance with the terms of this Resolution, the Agency's property disposition policy, the Act and the New York State Public Authorities Accountability Act.

Section 5. Should any court of competent jurisdiction determine that the Agency is not authorized under the Act to participate in the License Agreement and the Sale of the Land, this Resolution shall automatically become null, void and of no further force and effect.

Section 6. No covenant, stipulation, obligation or agreement contained in this resolution or any document referred to herein shall be deemed to be the covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the Agency in his or her individual capacity. Neither the members nor officers of the Agency, nor any person executing any documents referred to above on behalf of the Agency, shall be liable thereon or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

Section 7. The Secretary and/or the Executive Director of the Agency are hereby authorized and may distribute copies of this Resolution and do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

Section 8. This Resolution shall take effect immediately. A copy of this Resolution, together with the attachments hereto, shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

AYE

NAY

The foregoing Resolution was thereupon declared duly adopted.

STATE OF NEW YORK)
) SS.:
COUNTY OF ONONDAGA)

I, the undersigned Secretary of the City of Syracuse Industrial Development Agency, **DO HEREBY CERTIFY** that I have compared the annexed extract of the minutes of the meeting of the City of Syracuse Industrial Development Agency (the “**Agency**”) held on May 21, 2019, with the original thereof on file in my office, and that the same (including all exhibits) is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

I FURTHER CERTIFY that (i) all members of the Agency had due notice of such meeting, (ii) pursuant to Section 104 of the Public Officers Law (Open Meetings Law), such meeting was open to the general public and public notice of the time and place of such meeting was duly given in accordance with such Section 104, (iii) the meeting was in all respects duly held, and (iv) there was a quorum present throughout.

I FURTHER CERTIFY that, as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Agency this 16 day of ~~May~~, 2019.

July

City of Syracuse Industrial Development Agency



Rickey T. Brown, Secretary

(S E A L)

EXHIBIT "A"
PURCHASE OFFER

CONTRACT TO PURCHASE

CONTRACT TO PURCHASE made as of the _____ day of _____, 2019

BETWEEN:

Buyer(s): **ARMOURED ONE, LLC**
Buyer(s) Address: 386 N. Midler Ave, Syracuse, NY 13206

And

Seller(s): **SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY**
Seller(s) Address: 505 E Fayette Street, Syracuse, NY 13202

The Parties agree as follows:

1. **PREMISES.** Seller currently owns parcels of real property and shall sell and convey Seller's full right, title and interest in and to the real property to Buyer and Buyer shall purchase all Seller's interest in the Premises, including all buildings, improvements and appurtenances thereto (collectively, the "Premises") known as 2100 Coughlin Ave, in the City of Syracuse, County of Onondaga and State of New York known as Tax Lot 023.-08-31.2 and 2103 Coughlin Ave Rear, in the City of Syracuse, County of Onondaga and State of New York known as Tax Lot 023.-08-31.1.

2. **PURCHASE PRICE.** Buyer agrees to pay Seller TWENTY-NINE THOUSAND FIVE HUNDRED DOLLARS (\$29,500.00) for the Premises, payable as follows:

Cash Balance: \$29,500.00 will be paid to Seller at Closing (transfer of title) less any costs required to pay off any liens on the property and less any amounts for the abstract of title or for tax payments, adjustments or pro-rations, water and utility adjustments set forth above.

3. **REAL ESTATE BROKERAGE FEE.** Buyer represents that Buyer has not dealt with any Broker concerning the Premises other than NONE. No real estate brokerage commissions shall be due or owing on this Contract.

4. **SELLER'S REPRESENTATION,** Seller represents and warrants to Buyer that Seller has the exclusive right, power and authority to sell, convey and transfer the Premises in accordance with the terms of this Contract.

5. **TITLE DOCUMENTS,** Seller shall deliver to Buyer no later than 10 days prior to closing an up-to-date abstract of title prepared by a title or abstract company authorized to do business in this State (and made in accordance with Onondaga County Bar Association Standards if the property is within Onondaga County), made from the records of the County Clerk's office and commencing with a Warranty Deed conveying a 100% fee interest and recorded no later than 40 years prior to the date of the Contract (or no later than 1945 if the property is within Onondaga County), or a fee title insurance policy if acceptable to all parties, a tax search covering County, City or other taxes for the applicable lien period, current property tax receipts and proof of payment of common charges, if any. Seller shall also provide an up-to-date instrument survey showing improvements, courses and distances of all boundaries and relation to a monument or other fixed point, all fences, driveways, encroachments and easements affecting or appurtenant to the Premises, setback lines, certified to the Buyer, its lender and the title company. If the Premises is a condominium unit, in lieu of the above, Seller shall provide and deliver to buyer a copy of the existing Owners or Mortgagee policy, if any, and stub search from date of policy, together with tax searches and tax receipts as hereinabove set forth. In the event this Contract is terminated, the title documents shall be promptly returned to Seller or Sellers attorney by Buyer or Buyers attorney. This "Provision shall survive the termination of the Contract.

6. **MARKETABLE TITLE.** At Closing, Seller shall transfer to Buyer good and marketable title to the Premises, subject to building and use restrictions of record and governmental laws, regulations and/or ordinances (provided -that the same are not violated), utility and/or drainage easements benefiting the Premises or permitted pursuant to FNMA/FHLC title standards and

taxes for local improvements not then due. Otherwise such title shall be free and clear from the rights of others unless set forth herein.

INDIAN LAND CLAIMS. Purchaser and Seller have been advised that the property covered by this Contract is, or may lie, in lands claimed by a Native American group and that fact shall not be raised as an issue for refusing to complete this sale, and based on a claim that this may impair or make this property less marketable.

7. **CLOSING.** The passing of title ("Closing") shall be held at the office of Buyer's lenders attorney office as soon as practicable after title documents can be updated by Seller. All parties shall make a good faith effort to close on or about thirty (30) days from the date this agreement is signed.

8. **CLOSING DOCUMENTS.** At the time of Closing, Seller shall execute and deliver to Buyer a Warranty Deed with lien covenant together with such other documents as maybe required by law or reasonably requested by Buyer's attorney or lending institution the time of Closing including a Gains Tax Affidavit (Form TP584) or Tentative Assessment issued by the Department of Finance and Taxation pursuant to Article 31-B of the Tax Law; Form RP-5217 (Equalization and Assessment Form); Title owner/seller affidavit in the form required by Buyer's title insurance agent, an assignment of leases, rental agreements and licenses together with any security deposits delivered to Seller pursuant thereto, if any and all other customary documents reasonably required by Buyer or Buyer's attorney.

9. **ADJUSTMENTS.** Prepaid charges including but not limited to rents actually received prior to or at Closing, prepaid or unpaid: security deposits, taxes, water and common charges, garbage removal fees and fuel oil shall be prorated and adjusted as of 11:59 pm the day of Closing. Fuel in storage shall be adjusted at the average market price at the time of Closing as agreed to by the parties or as determined by averaging the prices of three major retailer suppliers which serve the area in which the Premises is located.

10. **RECORDING EXPENSES.** Seller shall pay (by reduction from proceeds due Seller) any amounts necessary to satisfy any lien upon the property, for recording fees associated with recording fees for any mortgage discharge, title curative, delinquent or past due real property tax, gains tax affidavit, transfer tax and any title affidavit required to be recorded. Buyer shall pay the recording fees associated with recording the deed, equalization and assessment for and any sales tax required as a result of the transaction.

11. **POSSESSION.** Possession of the Premises shall be delivered at closing in as-is condition.

12. **ASSIGNMENT.** Seller understands and acknowledges that the Buyer can assign this contract to its real estate holding company called North Midler Properties, LLC. Buyer shall remain fully liable to the Seller for its full and faithful performance of all covenants and conditions herein.

13. **NOTICE.** Any notice or request required or agreed to be given under this Contract shall be sufficiently given if it is in writing and signed by the party giving it, or that party's attorney or real estate agent. Service of any such notice shall be completed upon receipt of such notice by the other party, or that party's attorney or real estate agent, and may be personally delivered, transmitted by facsimile, delivered by courier, or mailed. Unless otherwise agreed, for the purposes of this Contract, signatures transmitted by facsimile shall have the same force and effect as original signatures.

14. **MISCELLANEOUS.**

a. If Closing occurs during a tax year before a new tax rate is fixed, the apportionment of taxes shall be based upon the tax rate for the immediately preceding fiscal year applied to the latest assessed valuation.

b. Until delivery of possession, Seller shall be responsible for any damage to the Premises and any water and utility services.

c. Any errors or omissions in computation at closing shall be corrected upon discovery.

d. Only the representations contained in Section 5 and the provisions contained in Sections 16(b) and 15(c) shall survive the Closing and transfer of title.

15 **PERSONS BOUND.** This document, and the addenda annexed hereto and named below, when signed by both parties, shall be a binding Contract. It shall bind the parties hereto and their estates. This Contract contains the entire agreement of the parties and may not be changed or modified orally, but only in writing by all parties to be bound. There are no warranties or representations except as set forth in this Contract, notwithstanding any other statements or documents.

16. **RISK OF LOSS.** The risk of loss or damage to the Premises by fire or other causes shall remain with Seller until closing.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date and year first above written.

Buyer:
ARMoured ONE, LLC

By: 
Name: Thomas Czyz
Title: CEO
Date: May 16, 2019

Seller:
SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Name: _____
Title: _____
Date: _____