

ORDINANCE NO.: 2020-09
SPONSOR: MAYOR NEUGEBAUER
INTRODUCED: OCTOBER 27, 2020 **ASSIGNED TO:** FINANCE

AN ORDINANCE DECLARING A PORTION OF IMPROVEMENTS TO A CERTAIN PARCEL OF REAL PROPERTY OWNED BY TIMOTHY ENTERPRISES, LLC TO BE A PUBLIC PURPOSE, EXEMPTING 100% OF THE VALUE OF THE IMPROVEMENTS FROM REAL PROPERTY TAXATION FOR THIRTY YEARS, AND DECLARING AN EMERGENCY.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GREEN, COUNTY OF SUMMIT, AND STATE OF OHIO, THAT:

SECTION ONE:

City Council makes the following findings and determinations:

- (a) The City adopted Ordinance No. 2003-12 on September 10, 2003, (and amended that Ordinance through Ordinance 2004-03), establishing a tax increment financing program ("TIF Program"), authorizing the City to declare improvements to certain parcels of real property to be a public purpose, requiring the owner, and its successors and assigns, of any structure located on any parcel of real property declared to be a public purpose to make annual service payments in lieu of taxes ("Service Payments") to the Fiscal Officer of Summit County, and providing the City the option to enter into an agreement ("TIF Agreement") with the owner of any structure located on any parcel of real property declared to be a public purpose under the TIF Program.
- (b) In accordance with Ordinance No. 2003-18, adopted November 25, 2003, City Council established a Municipal Public Improvement Tax Increment Equivalent Fund (the "TIF Fund"), as a separate fund of the City into which Service Payments distributed to the City under the TIF program must be deposited.
- (c) Timothy Enterprises, LLC ("Owner"), purchased property identified in the map attached as Exhibit "A" and the legal description attached as Exhibit "B" (the "TIF Property"), located within the boundaries of the City and is making improvements on the TIF Property (the "Development Improvements"), as described in Exhibit "C".
- (d) The City has approved the construction of certain public infrastructure improvements (the "Public Improvements") in connection with the Development Improvements, which Public Improvements will directly benefit the TIF Property as described in the attached Exhibit "D".
- (e) City Council has, by notice delivered to the Board of Education of the Green Local School District on October 16, 2003, and to the Board of Education of the Portage Lakes Career Center on October 16, 2003, given notice of the City's intent to declare as a public purpose certain improvements to certain parcels of real property

and of the Mayor's authorization to negotiate TIF Agreements under the TIF Program. A copy of Ordinance No. 2003-12 accompanied the notices.

- (f) Subject to the following, the Board of Education of the Green Local School District passed a resolution waiving the right to approve exemptions from taxation under Section 5709.43, Revised Code, for any improvements declared to be a public purpose and for any TIF Agreements entered into under the TIF Program on the condition that a compensation agreement be negotiated in accordance with Section 5709.40, Revised Code, and waiving any notice under Section 5709.83, Revised Code. The same has been provided by the City to the Green Local School District.
- (g) The Board of Education of the Green Local School District, on November 17, 2003, entered into a compensation agreement with the City. The City and the Board of Education amended the Compensation Agreement effective January 1, 2006 and again on May 25, 2017. As a result of the May 25, 2017 amendment, the Green Local School District is required to receive a fourteen (14) day statutory notice under Ohio Revised Code 5709.83, from the City.
- (h) The Board of Education of the Portage Lakes Career Center on October 16, 2003, passed a resolution waiving any notice under Section 5709.83, Revised Code.

SECTION TWO:

Green City Council declares the Development Improvements to the TIF Property to be a public purpose. City Council exempts one hundred percent (100%) of the value of these improvements from real property taxation in accordance with the TIF Program and the authority in Section 5709.40, Revised Code, for a period of thirty (30) years.

SECTION THREE:

In accordance with the TIF Program and the authority in R.C. 5709.40, the Developer, and its successors and assigns, will make Service Payments equal to the real property taxes exempted under Section Two. City Council establishes an account in the TIF Fund (a "TIF Account") as a separate account in the City's Fund. The Service Payments distributed to the City must be deposited into the TIF Account and used to finance the Public Improvements described in section 1(d), for other public infrastructure improvements benefiting the TIF Property. Additionally, funds due to the Green Local School District shall be distributed in an amount as provided in the Compensation Agreement entered into between the City and the School District.

SECTION FOUR:

The City finds and determines that all formal actions of this Council concerning and relating to the enactment of this Ordinance were taken in open meetings of this Council and all deliberations of this Council or any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with Section 121.22, Revised Code.

SECTION FIVE:

Green City Council declares this Ordinance to be an emergency immediately necessary for the preservation of the public peace, health, safety, and welfare of the citizens of Green and for the further reason that the Development Improvement may be revalued and Service payments commence immediately. Provided that this legislation receives the affirmative vote of three-fourths of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise, it shall take effect and be in force at the earliest time allowed by law.

ADOPTED: November 24, 2020

Molly Kapeluck
Molly Kapeluck, Clerk of Council

Barbara Babbitt
Barbara Babbitt, Council President

APPROVED: Nov. 25, 2020

Gerard M. Neugebauer
Gerard M. Neugebauer, Mayor

ENACTED EFFECTIVE: November 24, 2020

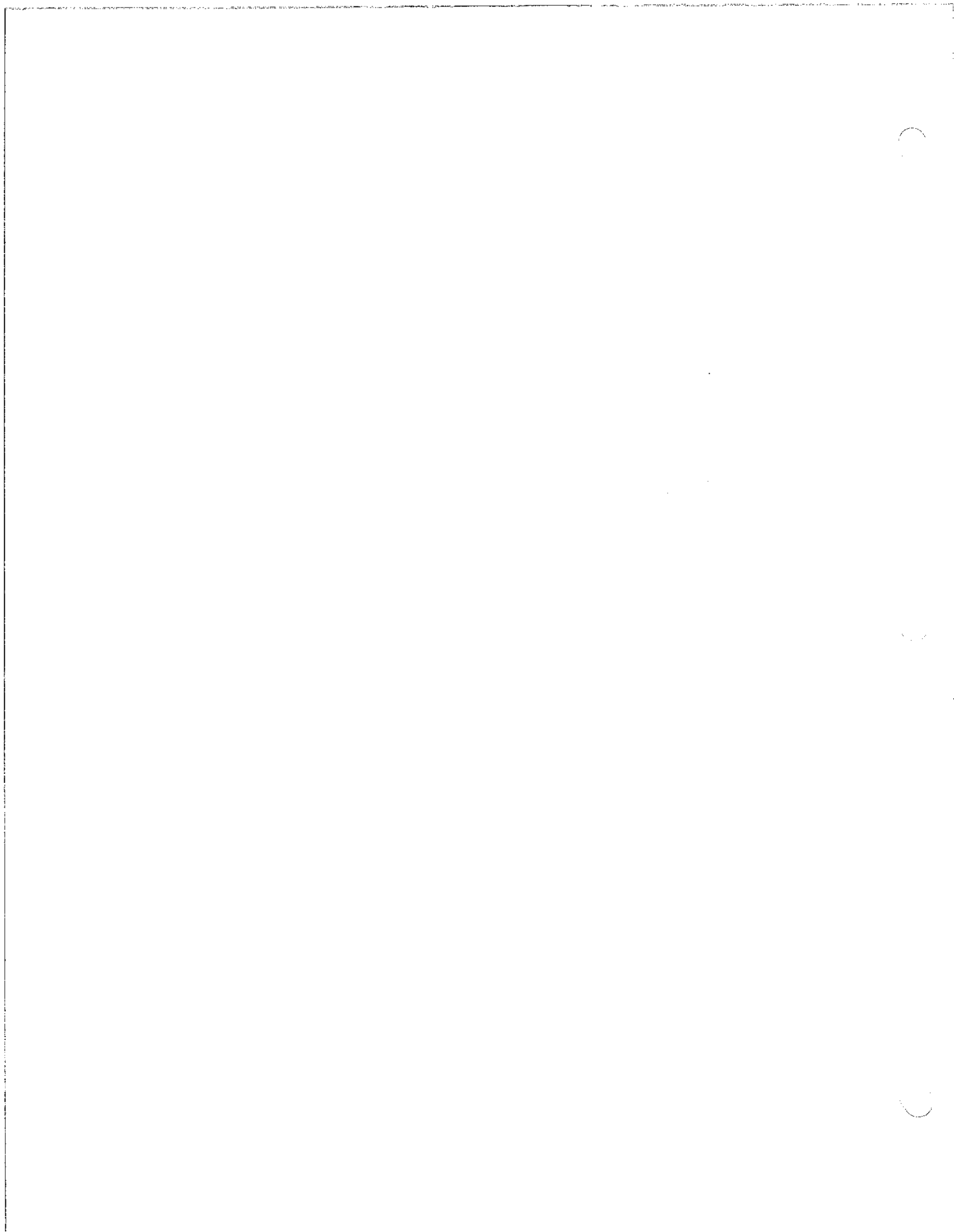
ENACTED EFFECTIVE: _____, 2020

ON ROLL CALL: Babbitt Aye Brandenburg Aye DeVitis Aye France Aye
 Shaughnessy Aye Yeargin Aye Young Aye adopted 7-0

Suburbanite publication on December 4 and December 11, 2020

Molly Kapeluck
Molly Kapeluck, Clerk

[Signature]



**TAX INCREMENT FINANCE DEVELOPMENT AGREEMENT BETWEEN THE CITY
OF GREEN AND TIMOTHY ENTERPRISES, LLC.**

This Tax Increment Finance Development Agreement is made and entered into as of this ____ day of ____ 2020 by and between the City of Green, Ohio (“City”), and Timothy Enterprises, LLC. (“Owner”), under the following circumstances (capitalized terms are used with the meanings given them in Schedule 1):

Recitals

- A. The City adopted Ordinance No. 2003-12 on September 10, 2003, and Ordinance No. 2004-03 on February 10, 2004, establishing a Tax Increment Financing Program (“TIF Program”), authorizing the City to declare improvements to certain parcels of real property to be a public purpose, and authorizing the Mayor the option to negotiate agreements for tax increment financing.
- B. In order to create and preserve jobs and employment opportunities within the jurisdiction of the City and to improve the economic welfare of the people of the City, City Council adopted the TIF Ordinance on _____, 2020, in accordance with the Act and the TIF Program for the development and financing of the Project within the boundaries of the City.
- C. The City will acquire, construct, install and pay the costs of the Public Improvements, which Public Improvements directly benefit and serve the Development Property and the people of the City in general.
- D. In order to carry out the public purpose and to comply with the requirements of the Act and the TIF Program, the City desires to enter into this Development Agreement to provide for tax increment financing and the construction of the Public Improvements. The Owner is willing to complete the Development Improvements on the Development Property, to make the Service Payments to the City, and to perform such other actions required by the Owner as described in this Development Agreement.
- E. As part of carrying out the City’s obligations, the City intends to provide funds for the Public Improvements in an amount presently estimated at \$16,150,000.00. The City has determined that it is necessary and in the best interests of the City to provide for the making of Service Payments in lieu of taxes by the Owner with respect to the New Construction, in accordance with the Act, the TIF Program, and the TIF Ordinance, and therefore, the City has declared that One Hundred Percent (100%) of the assessed value of the New Construction is a public purpose and will be exempt from real property taxation for the Exemption Period.
- F. The City has determined that the development of the New Construction by the Owner on the Development Property and fulfillment generally of the terms of this Development Agreement are in the best interests of the City and the health, safety, morals, and welfare of its residents.
- G. The City, by notice delivered to the Board of Education of the Green Local School District (“Green Local School Board”) on October 16, 2003, and to the Board of Education of the

Portage Lakes Career Center (“Portage Lakes School Board”) on October 16, 2003, has given notice of the City’s intent to declare New Construction to be a public purpose in accordance with the TIF Program.

- H. The Green Local School Board, on November 17, 2003, passed a resolution waiving the right to approve exemptions from taxation under Section 5709.43, Revised Code, for any improvements declared to be a public purpose and for any Development Agreements entered into under the TIF Program on the condition that a Compensation Agreement be negotiated in accordance with Section 5709.40, Revised Code, and waiving any notice under Section 5709.83, Revised Code.
- I. The Green Local School Board entered into a Compensation Agreement with the City on November 17, 2003. The Compensation Agreement with the Green Local School Board was amended by a First Amendment to the Compensation Agreement effective the 1st day of January 2006 and again on May 25, 2017, by a Second Amendment. As a result of the Second Amendment, the Green Local School District is required to receive a fourteen (14) day statutory notice under Ohio Revised Code Section 5709.83, as is more fully described in Section 2.1 of the Second Amendment.
- J. The Portage Lakes School Board on October 16, 2003, passed a resolution waiving any notice under Section 5709.83, Revised Code.

The parties agree as follows:

[The Remainder of this Page Intentionally Left Blank]

The City

Section 1.1 Representations. The City makes the following representations:

- (a) It is a political subdivision, duly organized, and validly existing under the laws of Ohio and its Charter.
- (b) It has performed all acts required of it as a condition to signing and delivering this Development Agreement.
- (c) It is not in violation of any laws of Ohio or its Charter, to an extent that would impair its ability to carry out its obligations under this Development Agreement.
- (d) It has the power to enter into and perform its obligations under this Development Agreement.
- (e) Its City Council has duly authorized the signing, delivery, and performance of this Development Agreement.

Section 1.2 City Agreement to Construct Public Improvements. Subject to the terms of this Development Agreement, the City agrees to acquire, construct, and install the Public Improvements described in Exhibit "D" in accordance with the time schedule and improvement descriptions provided in this Development Agreement.

The Owner

Section 2.1 Owner Representations. The Owner makes the following representations:

- (a) It is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Ohio.
- (b) It has performed all acts required of it as a condition to signing and delivering this Development Agreement.
- (c) It is not in violation of any laws of Ohio to an extent that would impair its ability to carry out its obligations under this Development Agreement.
- (d) It has the power to enter into and perform its obligations under this Development Agreement.
- (e) Its managing member duly authorized the signing, delivery, and performance of this Development Agreement.

Section 2.2 Acquisition of Development Property. As of the date of this Development Agreement, the Owner has acquired fee title to all of the Development Property, which is located on parcel(s) 28-16520 within the boundaries of the City, and has paid all costs associated with this acquisition of title. The legal description of the property is attached as Exhibit "B". This Development Agreement will be a covenant running with the land, regardless of lots splits or transfers, during the Exemption Period.

Section 2.3 Agreement to Make Service Payments. The Owner agrees for itself, and its successors in interest to the Development Property, or any part or interest in the Development Property, to make Service Payments to the City as described in Section 3.2 during the Exemption Period.

Section 2.4 Restrictions on Use. The Owner agrees for itself, and its successors and assigns, and every successor in interest to the Development Property or any part thereof, that until the end of the term of the Exemption Period, the Owner and any successors and assigns must use, develop and redevelop the Development Property in accordance with this Development Agreement, and further agrees for itself and its successors and assigns, that this covenant will be a covenant running with the land and will be included in any future deed by the Owner conveying the Development Property or any part thereof and will be binding for the benefit and in favor of and enforceable by the City, against the Owner, its successors and assigns. These covenants will be binding on the Owner and on each successor in interest to the Development Property, and every part thereof, for the period as the Owner or its successor has title to or an interest in the Development Property or any part thereof during the Exemption Period. The Owner will take all actions, within its power, necessary to ensure that this covenant will have priority over any interest in the Development Property except for the Permitted Encumbrances. The Owner will cause this Development Agreement to be recorded in the real estate records of the Fiscal Officer of Summit County, Ohio ("County").

Section 2.5 Site Plan Approvals. By the entering into and the execution of this Development Agreement, the Owner acknowledges that the City in no way waives or implies the approval of a site plan for the Development Property or requires the City to render an approval of any site plan submitted for the Development Property. The Owner agrees to follow the usual and customary process of site plan approval per the City's Land Development Code, including compliance with the zoning of the Development Property at the time of the construction of the Development Improvements.

Section 2.6 Valuation of the Development Property Shall Remain Taxable. The Owner agrees that the Service Payment obligations set forth herein shall continue notwithstanding that a subsequent Owner of the Development Property or the use of the Development Property may be by a non-profit entity exempt from the payment of real estate taxes.

Exemption from Real Property Taxation

Section 3.1 Exemption of New Construction. The City hereby declares that the increase in assessed valuation of the Development Improvements by reason of all New Construction is a public purpose and determines that One Hundred Percent (100%) of the assessed valuation of the New Construction is exempt from real property taxation by all political subdivisions and taxing districts. The exemption will commence separately for each portion of the New Construction, as of the first tax year that each and any portion of the value of the New Construction appears on the tax list and duplicate, or would appear on the tax list and duplicate, but for the exemption, and will extend for the Exemption Period.

Section 3.2 Service Payments. The Owner and any successor in interest of the land within the Development Property must make Service Payments to the City as follows:

- (a) During the Exemption Period, in accordance with the Act, the TIF Program, and the TIF Ordinance, as amended and supplemented, the Owner, for itself and any successors in interest to the Development Property, or any part thereof or interest therein, covenants and agrees to make (or cause to be made) semiannual Service Payments in lieu of real property taxes with respect to the New Construction pursuant to and in accordance with the requirements of the Act, the TIF Program, and this Development Agreement. The obligation to make Service Payments will run with the land. The Service Payments must be made semiannually to the County, or to the designated agent of the County for collection of the Service Payments, on or before the date on which real property taxes would otherwise be due and payable for the New Construction. Any late Service Payments must include interest and penalties at the same rate and in the same amount and payable at the same time as delinquent real property taxes. Each semiannual Service Payment must be in an amount equal to the real property taxes that would have been charged and payable against the exempted portion of the New Construction, as if an exemption from real property taxation had not been granted, plus all interest and penalties thereon for nonpayment and must otherwise be in accordance with the requirements of the Act.
- (b) It is intended and agreed, and it must be provided in any future deed conveying the Development Property, or any portion thereof, to any person that the covenants provided in Section 3.2(a) will be covenants running with the land and that they will, in any event and without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit and in favor of and enforceable by the City, whether or not this Development Agreement remains in effect, and whether or not this provision is included in any succeeding deed of the Development Property, or any portion thereof. It is further intended and agreed that these agreements and covenants will remain in effect for the full Exemption Period permitted in accordance with the requirements of the Act, the TIF Program, the TIF Ordinance, and this Development Agreement. The covenants running with the land will have priority over any other lien or encumbrance on the Development Property and the New Construction other than the Permitted Encumbrances. The parties agree to execute and record any and all instruments of

record in Summit County, Ohio, including this Development, as may be necessary to preserve and protect such covenants running with the land.

- (c) The Owner must prepare and file, or cause to be prepared and filed in cooperation with the City, any necessary applications and supporting documents to obtain the exemption from real property taxation for the New Construction to enable the City to collect Service Payments and to disburse these payments to or for the account of the City. The City will cooperate with the Owner in connection with the preparation and filing of any required exemption applications.
- (d) The Owner may sell, lease, or otherwise convey any portion of the Development Property. If the transfer provides that the transferee assumes the obligations under this Development Agreement to make Service Payments with respect to the New Construction on the portion of the Development Property transferred, the Owner will be released from its obligations under this Development Agreement to make those Service Payments with respect to that New Construction.

The agreement to make Service Payments under this Development Agreement is a covenant running with the land. Subject to the foregoing, the obligations of the Owner to make the Service Payments will be absolute and unconditional, and will not be terminated for any cause, and the Owner agrees that there will be no right to suspend or set off the Service Payments for any cause, including without limitation, its failure to complete the Development Improvements, any acts or circumstances that may constitute failure of consideration,

- (e) The Owner represents to the City, and the City acknowledges that upon completion of the Project, the expected appraised value for the New Construction will be approximately \$_____. The parties acknowledge that this is an estimate and that the failure to achieve this level of New Construction will not constitute a failure of either party to perform under this Development Agreement. The City will not unreasonably withhold, delay, or condition the permits that the City issues or approves.

Event of Default

Section 4.1 Event of Default. It will be an Event of Default by the City or the Owner, as applicable, under this Development Agreement if:

- (a) The Owner fails to observe or perform any of the material covenants and obligations of the Owner under this Development Agreement, and the failure continues for a period of thirty (30) days after receipt of written notice is provided, for default other than failure to pay Service Payments, and for a period of thirty (30) days, without any required written or other notice, for failure to pay Service Payments.
- (b) The City fails to observe or perform any of the material covenants and obligations of the City under this Development Agreement, and the failure continues for a period of thirty (30) days after receipt of written notice.

Section 4.2 Remedies in Event of Default. During the continuance of an Event of Default, the City or the Owner will have available as a remedy all rights granted under law or equity. Pursuit of any of the remedies will not preclude pursuit of any other remedies provided in this Development Agreement, or by law or equity. Pursuit of any remedy by either party will not constitute a forfeiture or waiver of any damages accruing to a party by reason of the violation of any of the other party's obligations under this Development Agreement. Forbearance by a party to enforce one or more of the remedies provided upon the occurrence of an Event of Default will not be construed to constitute a waiver of the default.

Miscellaneous

Section 5.1 Term of Agreement. This Development Agreement will be effective as of its date and will continue in full force and effect for the Exemption Period as set forth in this Development Agreement.

Section 5.2 Progress Reports.

- (a) Until completion of all the Development Improvements, the Owner must make quarterly reports, in such detail as may reasonably be requested by the City, as to the actual progress of the Owner with respect to construction of the Development Improvements.
- (b) To the extent required under the Act and any other Applicable Laws, the Owner must supply or cause to be supplied to the City from time to time such information as the City may reasonably request in connection with the preparation of reports required by the State of Ohio, the County, or any other public agency under the Act and any other Applicable Laws. The City shall timely submit to the State of Ohio, the County, or any other public agency, under the Act and any other Applicable Law, any reports or information required to be submitted by the City in connection with the Project, the Development Property, Development Improvements or this Development Agreement.

Section 5.3 Discrimination Prohibited. The Owner must not, in the use and redevelopment, the sale or other transfer of the Development Property, discriminate against any person or group of persons based upon race, creed, sex, sexual orientation, religion, color, age, national origin, or ancestry, and must bind its successors by appropriate agreements and covenants running with the land enforceable by the City.

Section 5.4 Force Majeure. If the Owner is delayed or hindered in, or prevented from, the performance of any covenant or obligation of the Owner with respect to performance of the New Construction as a result of strikes, lockouts, shortages of labor, fuel or materials, acts of God, causes associated with unusual weather conditions, enemy acts, fire or other casualty, or other cause beyond the reasonable control of the Owner (including failure to obtain necessary governmental approvals after the Owner's good faith efforts to obtain them), then the performance of the covenant or obligation will be excused for the period of the delay, hindrance, or prevention and the period for the performance of the covenant or obligation will be extended by the number of days equivalent to the number of days of the delay, hindrance, or prevention.

The Owner's right to this extension will only be permitted if the Owner provides written notice of the delay within thirty (30) days of the date the Owner obtains knowledge of the delay. In no event will any delay or hindrance in or prevention from the performance of any covenant or obligation described in this Section 5.4 constitute a termination of this Development Agreement.

Section 5.5 Amendments and Waivers. This Development Agreement will not be amended, supplemented, or modified except by an instrument in writing, signed by the City and the Owner.

Section 5.6 Entire Agreement. This Development Agreement sets forth the entire agreement between the parties as to its subject matter, and merges and supersedes all previous discussions, agreements, and undertakings between the parties with respect to the subject matter of this Development Agreement. In addition, the Green Local School District shall be an intended third-party beneficiary of this Development Agreement and may specifically enforce the obligations of the Owner herein for payment due the Green Local School District under its Compensation Agreement with the City, a copy of which is attached hereto and incorporated herein as Exhibit "E".

Section 5.7 Counterparts. This Development Agreement may be signed in any number of counterparts, each of which constitute an original, but all of which constitute one agreement. Any party to this Development Agreement may sign this Development Agreement by signing any counterpart. Additionally, the parties agree that for purposes of facilitating the signing of this Development Agreement: (1) the signature pages taken from the separate, individually executed counterparts of this Development Agreement may be combined to form multiple fully signed counterparts; and (2) a facsimile transmission or .pdf file transmitted via electronic mail will be deemed to be an original signature for all purposes.

All executed counterparts of this Development Agreement will be deemed to be originals, but all counterparts taken together or collectively, as the case may be, will constitute one and the same agreement.

Section 5.8 Notice. All notices, communications, requests, and demands between the parties required or permitted to be given under this Development Agreement to be effective must be in writing (including without limitation by facsimile transmission or electronic mail), and unless otherwise expressly provided will be deemed to have been sufficiently given or made when physically delivered or mailed by U. S. registered or certified mail, or in the case of notice by facsimile transmission or electronic mail when received and telephonically confirmed, addressed as follows, or to any address as may be notified in writing by the parties:

If to the City:

City of Green
Attention: Gerard M. Neugebauer, Mayor
Attention: Lisa Carey Dean, Law Director
1755 Town Park Boulevard, P.O. Box 278
Green, Ohio 44232-0278
Telephone: (330) 896-6615
Facsimile: (330) 896-6606
Electronic Mail: gneugebauer@cityofgreen.org

tlf to the Owner:

Timothy Enterprises, LLC.
Attention: _____

Telephone: _____

Facsimile: _____

Electronic Mail: _____

Section 5.9 Successors and Assigns. This Development Agreement will be binding upon, and inure to the benefit of the City, the Owner and their respective successors and assigns. The Owner may not assign this Development Agreement or any of its rights or obligations in whole or in part, to any person without the prior written consent of the City, which consent must not be unreasonably withheld.

Section 5.10 Governing Law. This Development Agreement, and the rights and obligations of the parties under this Development Agreement, will be governed by, construed, and interpreted in accordance with the law of the State of Ohio without regard to conflict of laws principles.

Section 5.11 Severability. Any provision of this Development Agreement that is prohibited or unenforceable in any jurisdiction will, as to the jurisdiction, be ineffective to the extent of the prohibition or unenforceability without invalidating the remaining provisions, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable the provision in any other jurisdiction.

Section 5.12 Headings and Table of Contents. The headings and table of contents contained in this Development Agreement are for convenience of reference only and will not limit or otherwise affect the meaning.

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City and the Owner have each caused this Development Agreement to be effective after due authorization as of the date set forth above.

CITY OF GREEN:

By:

Gerard M. Neugebauer, Mayor

Date: _____, 20____

The legal form of the within instrument is hereby approved.

By: _____
Lisa Carey Dean, Director of Law

Date: _____, 20____

TIMOTHY ENTERPRISES, LLC.:

By:

Title

Date: _____, 20____

Index of Exhibits

Schedule 1 – Definitions

Exhibit A – Map of Development Property

Exhibit B – Legal Description of Development Property

Exhibit C – The Development Improvements

Exhibit D – The Public Improvements

Exhibit E – City of Green and Green Local Schools Compensation Agreement

Schedule 1
Definitions

The following defined terms are used in the Development Agreement:

- (a) "Act" means Sections 5709.40, et seq., Revised Code.
- (b) "Applicable Laws" means all federal, state, and local laws, ordinances, resolutions, regulations, and codes, including the Act, governing the design, planning, construction, and installation of the Public Improvements.
- (c) "City" means the City of Green, Ohio.
- (d) "County" means Summit County, Ohio.
- (e) "Development Agreement" means this Development Agreement, between the City and the Owner dated as of _____, 2020, as may be amended from time to time.
- (f) "Development Improvements" means the land acquisition, utility extensions, engineering and inspections, building construction, and other improvements to the Development Property described in Exhibit "C".
- (g) "Development Property" means the real property identified as parcel number(s) 28-16520, and shown in Exhibit "A" and described in Exhibit "B".
- (h) "Event of Default" means any of the events described in Section 4.1.
- (i) "Exemption Period" means the thirty (30) year period of abatement of real property taxes on New Construction established in the TIF Ordinance and beginning in the tax years described in Section 3.1 for each portion of the New Construction.
- (j) "Green Local School Board" means the Board of Education of the Green Local School District.
- (k) "Improvement Plans" means the plans, specifications, profiles, and cost estimates of the Development Improvements, prepared by or for the Owner, in accordance with the requirements of all applicable governmental authorities.
- (l) "Improvements" means collectively the Development Improvements and the Public Improvements.
- (m) "New Construction" means the buildings and other improvements constructed on the Development Property after the date of this Development Agreement during the Exemption Period, including the Development Improvements.

- (n) "Owner" means Timothy Enterprises, LLC.
- (o) "Permitted Encumbrances" means the zoning resolutions, easements for utilities, and all other restrictions or conditions on title. The term does not include any mortgage lien, other liens, or title exceptions that are superior to or on a parity with the covenants running with the land contained in the Development Agreement, except liens for real property taxes and special assessments.
- (p) "Portage Lakes School Board" means the Board of Education of the Portage Lakes Career Center.
- (q) "Project" means the development and construction of the Improvements to the Development Property.
- (r) "Public Improvements" means the public infrastructure improvements to the land in connection with the development, including installation of additional sewer improvements, development and construction of public facilities, road extensions, intersection upgrades, reconstruction of roadways, and related public infrastructure improvements described in Exhibit "D".
- (s) "Second Amendment to Agreement for Tax Increment Financing" or "Second Amendment to the Compensation Agreement" means the Second Amendment to the Agreement with the Green Local School District dated May 25, 2017 outlining the agreed upon compensation to be paid to the School District by the City out of the Service Payments required under the Development Agreement. A fully executed copy of the Agreement for Tax Increment Financing, also referred to as the Compensation Agreement, as amended and entered into between the Green Local School District and the City of Green is attached to this Development Agreement as Exhibit "E".
- (t) "Service Payments" or "PILOTS" mean the payments in lieu of taxes paid by the Owner in accordance with Section 3.2 with respect to the Development Improvements and any other New Construction under this Development Agreement.
- (u) "TIF" means the tax increment financing by the City for the Development Improvements.
- (v) "TIF Ordinance" means Ordinance No. 2020-___, adopted _____, 2020 by City Council declaring a portion of improvements to be a public purpose and approving an agreement for tax increment financing for public infrastructure improvements benefiting those parcels.
- (w) "TIF Program" means the program, approved by City Council through Ordinance No. 2003-12 on September 10, 2003 and Ordinance No. 2004-03 on February 10, 2004, establishing a Tax Increment Financing Program, authorizing the City to declare improvements to certain parcels of real property to be a public purpose, and authorizing the Mayor the option to negotiate agreements for tax increment financing.

Exhibit A 2020-09
Map of Development Property

Timothy Enterprises LLC



Parcel #: 2816520
Liberty Green Subdivision
Re-Plat No. 2 Lot 3-R All

Not to scale

Prepared by:
The City of Green
Planning Department
Sept 2020
Base data provided by:
Summit County GIS Department

10/10/10

10/10/10



Exhibit B 2020-09
Legal Description of Development Property

For: Timothy Enterprises, LLC.
722 Liberty Green Drive
Green, Ohio 44312

Parcel Number(s): 28-16520

The Development Property

LIBERTY GREEN SUBDIVISION, RE-PLAT NO. 2 LOT 3R, ALL RN



Exhibit C 2020-09
The Development Improvements

The Development Improvements consist of the following:

- (a) Construction of a 13,050 SF vehicle repair facility.
- (b) Estimated Value of New Construction: Construction Costs \$ _____.
- (c) The facilities anticipated occupancy is Winter 2020.
- (d) Tax Year in which the improvements first appear on the tax list and duplicate:
January, 2021.



Exhibit D 2020-09
The Public Improvements

The Public Improvements consist of, but are **not limited** to, the following:

- (a) Upgrade of the intersection at State Route 619 and Arlington Road and the Reconstruction of Arlington Road north of State Route 619 to the northern corporation limit boundary.
Total project estimated to cost approximately: \$13,650,000 (completed)
- (b) Development of the twenty-acre Spring Hill soccer complex, estimated to cost approximately \$2,500,000. Construction Completed in 2008.
- (c) Reconstruction of roadways within Interstate Business Park (inclusive of storm water collection system, street lighting and sidewalks).
- (d) Public improvements to East Liberty Park, and/or Spring Hill Soccer Complex.
- (e) Construction of roadway, storm sewers, street lighting, sidewalks and other public improvements within the Spring Hill Business Park.
- (f) Improvements to Fortuna Drive including roadway, storm sewer, sidewalks and street lighting and other public improvements.
- (g) Acquisition of land and the construction of "Southwood Extension" roadway from Fortuna Drive to Tabs Drive.

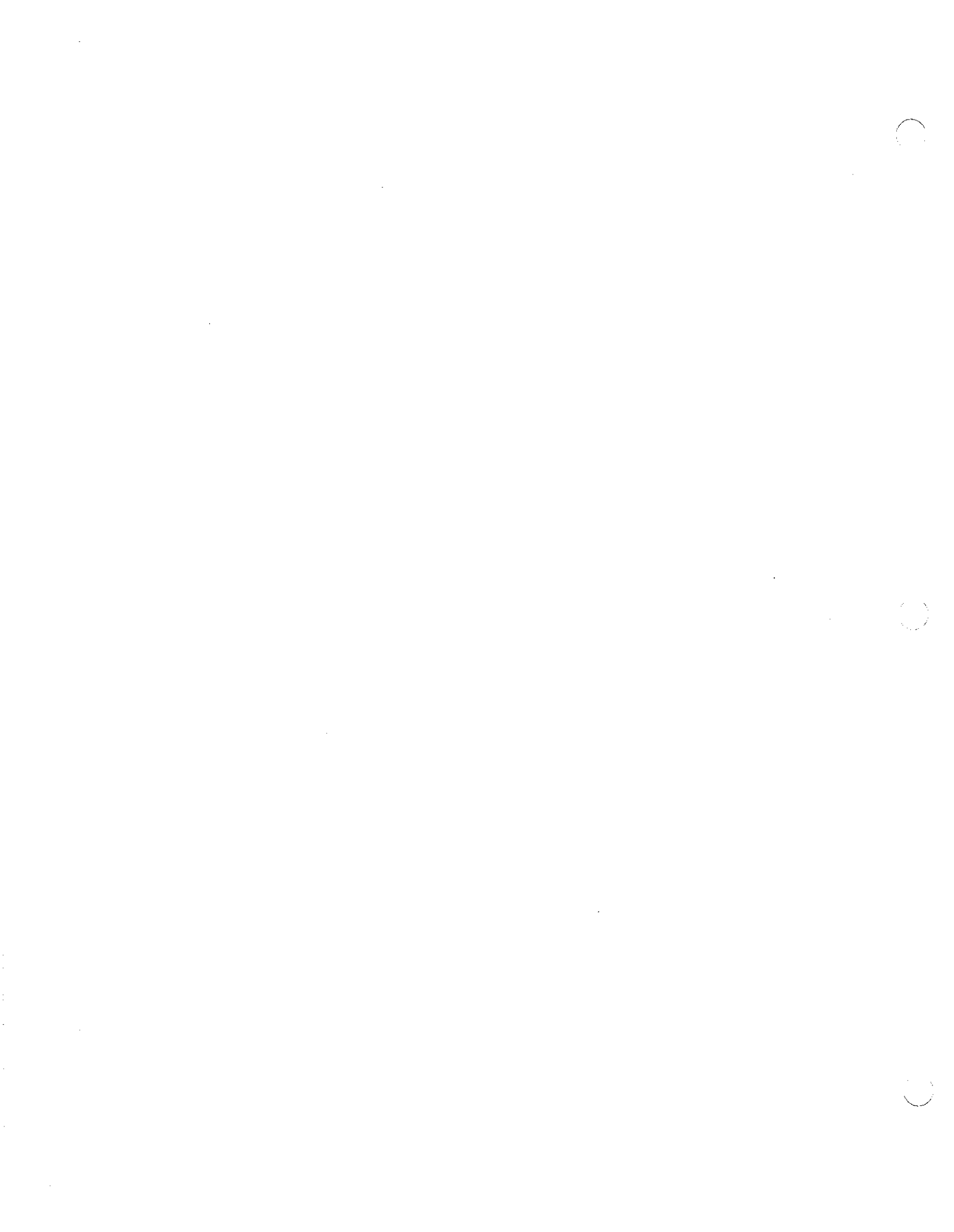


Exhibit E 2020-21
City of Green and Green Local Schools Compensation Agreement



The Board of Education of the Green Local School District met in regular session on November 17, 2003, at 6:30 o'clock P. M. at Green High School Large Group Room, with the following members present:

Mr. Ted Mallo - President

Mr. Michael Burch

Dr. Albert Payne - Vice Pres.

Mrs. Sheri Holda

Mr. John Lyons

Mr. Mallo moved the following resolution

Dr. Payne seconded the motion:

A RESOLUTION WAIVING THE RIGHT TO RECEIVE NOTICE AND TO APPROVE EXEMPTIONS FROM TAXATION UNDER SECTION 5709.40, OHIO REVISED CODE, FOR ANY IMPROVEMENTS TO PARCELS OF REAL PROPERTY DECLARED TO BE A PUBLIC PURPOSE AND ANY TAX INCREMENT FINANCING AGREEMENTS ENTERED INTO BY THE CITY OF GREEN UNDER ORDINANCE NO. 2003-12, ON THE CONDITION THAT A COMPENSATION AGREEMENT BE NEGOTIATED IN ACCORDANCE WITH SECTION 5709.40, REVISED CODE, AND WAIVING ANY NOTICE UNDER SECTION 5709.83, REVISED CODE.

BE IT RESOLVED by the Board of Education of the Green Local School District, Summit County, Ohio:

Section 1. Findings and Determinations. This Board makes the following findings and determinations:

- (a) The City of Green (the "City") adopted Ordinance No. 2003-12 on September 10, 2003, establishing a tax increment financing program (the "TIF Program") authorizing the City to declare improvements to certain parcels of real property to be a public purpose, and authorizing the Mayor to negotiate agreements for tax increment financing (the "TIF Agreements").
- (b) The Mayor must use the criteria set forth in Ordinance No. 2003-12 in negotiating the percentage of the value of the improvements to be exempted from real property taxation and the term of years of the real property tax exemption under the TIF Agreements.
- (c) Any ordinance declaring improvements to parcels of real property to be a public purpose and any TIF Agreements entered into under the TIF Program must provide the improvements to the parcels that are declared to be a public purpose, the percentage of the value of the improvements to be exempt from real property taxation (which percentage exempted must not exceed one hundred percent of the value of the improvements), the term in years of the real property tax exemption (which term of exemption must not exceed thirty years), and the specific public infrastructure improvements made, to be made, or in the process of being made by the City that directly benefit, or that once made will directly benefit, the parcels for which improvements are declared to be a public purpose.
- (d) City Council must approve each TIF Agreement negotiated by the Mayor under the TIF Program and must declare the improvements to be exempted under the TIF Agreement and by ordinance to be a public purpose.



- (c) The owner, and its successors and assigns, of any structure located on a parcel for which a percentage of the value of improvements have been declared a public purpose and exempted from real property taxation for a term of years must make annual service payments in lieu of real property taxes exempted by ordinance and under the TIF Agreement to the Fiscal Officer of Summit County on or before the final dates for payment of real property taxes.
- (d) This School Board has reviewed and discussed the TIF Program with representatives of the City.
- (g) All formal actions of this Board concerning the adoption of this resolution were taken in a formal meeting of this Board and all deliberations of this Board or any of its committees that resulted in those formal actions were in meetings open to the public in compliance with Section 121.22, Revised Code.

Section 2. Waiver of Exemption Approval. This Board waives its right to receive notice and to approve exemptions from taxation under Section 5709.40, Revised Code, for any improvements to parcels of real property declared to be a public purpose and for any TIF Agreements entered into by the City under the TIF Program on the condition that the City and this Board negotiate an agreement providing for compensation to the Green Local School District ("School District") equal in value to a percentage of the taxes that would be payable on the portion of the improvement in excess of seventy-five percent were that portion to be subject to taxation, in accordance with Section 5709.40, Revised Code. This Board authorizes and directs the President to sign and deliver a form of consent, on behalf of this Board, evidencing this Board's approval, and directs the President to cause a copy of this resolution to be certified to the City.

Section 3. Waiver. This Board waives any notice required by Section 5709.83, Revised Code, regarding notice of any TIF Agreements entered into by the City, any improvements to parcels of real property declared to be a public purpose, and any related property tax exemptions under the TIF Program. This Board authorizes and directs the President to sign and deliver a form of waiver of the notice, which may be part of the consent delivered under Section 2, evidencing this Board's approval, and directs the President to cause a copy of this resolution to be certified to the City.

Section 4. Effective Date. This resolution will be in full force and effect immediately upon its adoption.

Upon roll call, the votes were as follows:

Mr. Mallo	YES	Mrs. Holda	YES
Dr. Payne	YES	Mr. Lyons	YES
Mr. Burch	yes		

The foregoing is a true and correct copy of the resolution adopted by the Board of Education of the Green Local School District at its regular meeting on November 17, 2003.


 Treasurer
 Green Local School District

**AGREEMENT
TAX INCREMENT FINANCING**

This Agreement (the "Compensation Agreement") is entered into as of November 17, 2003 between the City of Green, Ohio (the "City") and the Green Local School District, in Summit County, Ohio (the "School District") under the following circumstances (capitalized terms are used with the meanings given them in Article IV):

Recitals

- A. The City adopted Ordinance No. 2003-12 on September 10, 2003, in accordance with the Act, establishing a tax increment financing program ("TIF Program") authorizing the City to declare the construction of certain Improvements to certain parcels of real property located in the City to be a public purpose, and authorizing the Mayor to negotiate agreements for tax increment financing ("TIF Agreements").
- B. Any TIF Ordinance declaring Improvements to be a public purpose, and any related TIF Agreement, must describe the Improvements to the parcels that are declared to be a public purpose, the percentage of the value of the Improvements to be exempt from real property taxation (which percentage must not exceed 100% of value of the Improvements), the term in years of the real property tax exemption (which term of exemption must not exceed 30 years), and the specific public infrastructure improvements made, to be made, or in the process of being made by the City that directly benefit, or that once made will directly benefit, the parcels for which Improvements are declared to be a public purpose.
- C. Any TIF Ordinance and related TIF Agreement exempting a percentage of the value of Improvements from real property taxation for a term of years must require the owner of any structure located on that parcel, and its successors and assigns, to make annual service PILOTS to the City.
- D. City Council has, by notice delivered to the Board of Education of the School District (the "School Board") on October 16, 2003, given notice of the City's intent to declare as a public purpose certain Improvements to certain parcels of real property and of the Mayor's authorization to negotiate TIF Agreements under the TIF Program. A copy of Ordinance No. 2003-12 accompanied the notice.
- E. The School Board enacted the School Board Resolution on November 17, 2003, waiving its right to receive notice and to approve exemptions from taxation under Section 5709.40, Ohio Revised Code, for any Improvements to parcels of real property declared to be a public purpose and for any TIF Agreements entered into by the City under the TIF Program on the condition that the City and the School Board negotiate an agreement providing for compensation to the School District equal in value to a percentage of the taxes that would be payable on the portion of the Improvements were that portion subject to taxation, and waiving any notice required by Section 5709.83, Revised Code, regarding notice of any TIF Agreements entered into by the City, any improvements to

real property declared to be a public purpose, and any related real property tax exemptions under the TIF Program.

- F. To insure that the School District will benefit under the TIF Program and in accordance with Section 5709.40, Revised Code, the City has agreed to make certain payments to the School District.

The parties agree as follows:



Article I
The City

Section 1.1. City Agreement to Make Payment. The City agrees to make the payment described in Section 1.2 to the School District to the extent the City has, in accordance with the Act and the TIF Program, declared any Improvements to any parcel of real property located in the City to be a public purpose, exempted a percentage of the value of the Improvements from real property taxation for a term of years, and required the owner of any structure located on the parcel, and its successors and assigns, to make annual service PILOTS to the City. One-half of any annual payment amount computed under Section 1.2 must be paid on or before March 1 of each year and one-half must be paid on or before September 1 of each year. The payment described in Section 1.2 must be paid in each year beginning with the Base Year and ending in the last collection year that the TIF Exemption is in effect.

Section 1.2. Amount of City Payment. The City must pay or cause to be paid to the School District each calendar year a payment amount equal to 110% of the difference of (A minus B). An example of the calculation of the payment to be made to the School District is shown by example in Exhibit B.

- (a) A equals 100% of the real property taxes that would have been distributed to the School District for that calendar year with respect to the Improvements had the TIF Exemption not been in effect.
- (b) B equals the difference between the Basic State Aid that the School District would have received in the School District Fiscal Year ending in the calendar year that the City payment is due, had the TIF Exemption not been granted, and the actual Basic State Aid received by the School District in that fiscal year. The current calculation of B is described in Exhibit A. The calculation of B may be changed as described in Exhibit A if the General Assembly changes the Basic State Aid formula.

Section 1.3. Payment of Amount Due to School District. With respect to all service PILOTS received, the City must pay or set aside an amount of money equal to the payment due the School District under Section 1.1, before using the service PILOTS for the purposes authorized in the TIF Ordinance or in the TIF Agreement.

Section 1.4. Reports. The City must provide a report to the School District on or before March 1 of each year showing in detail reasonably satisfactory to the School District the computation of the payment under Section 1.1. The City must provide to the School District, promptly upon request, other evidence reasonably requested by the School District relating to the payment that is due the School District under this Compensation Agreement.

Article II
The School District

Section 2.1. Waiver of Notice and Exemption Approval. The School Board acknowledges and agrees that it has received sufficient notice of the TIF Program, and in accordance with the School Board Resolution, confirms its waiver of the right to receive notice and to approve exemptions from taxation under Section 5709.40, Revised Code, for any Improvements to parcels of real property declared to be a public purpose and for any TIF Agreements entered into by the City under the TIF Program.

Section 2.2. Waiver of Notice. The School Board, in accordance with the School Board Resolution, confirms its waiver of the right to receive any notice required by Section 5709.83, Revised Code, regarding notice of any TIF Agreements entered into by the City, any Improvements to parcels of real property declared to be a public purpose, and any related real property tax exemptions under the TIF Program.

Article III
Miscellaneous

Section 3.1. Term of Agreement. This Compensation Agreement will be effective as of its date and will continue in full force and effect for the following periods:

- (a) as to the waivers and approvals provided for in Article II, 20 years from its date, and
- (b) as to the payments by the City under Section 1.1, for the Exemption Period provided under a TIF Ordinance adopted during the period described in (a) above.

Section 3.2. Amendments. This Compensation Agreement may be amended, supplemented, or modified only by an instrument in writing, signed by the parties to this Compensation Agreement.

Section 3.3. Entire Agreement. This Compensation Agreement sets forth the entire agreement and understanding between the parties as to its subject matter and merges and supersedes all previous discussions, agreements, and undertakings of every kind and nature between the parties with respect to the subject matter of this Compensation Agreement.

Section 3.4. Counterparts. This Compensation Agreement may be signed in any number of counterparts, all of which taken together constitute one agreement, and any party to this Compensation Agreement may sign this Compensation Agreement by signing any counterpart.



**Article IV
Definitions**

The following defined terms are used in this Compensation Agreement:

"Act" means Sections 5709.40 through 5709.43, Revised Code.

"Base Year" means the first tax collection year following the first tax year that any portion of the value of the Improvements subject to a TIF Exemption appear, or would have appeared but for the TIF Exemption, on the tax list and duplicate of the School District.

"Basic State Aid" means the state aid to the School District calculated under Section 3317.022(A)(1), Revised Code, or any provision enacted by the General Assembly in substitution for that provision.

"City" means the City of Green, Ohio.

"Compensation Agreement" means this Agreement between the City and the School District dated as of November 17, 2003, as amended and supplemented, entered into in accordance with Section 5709.40, Revised Code, and the School Board Resolution.

"Exemption Period" means the period provided under a TIF Ordinance for which a portion of Improvements will be subject to a TIF Exemption.

"Fiscal Year" means the School District's Fiscal Year, which currently ends on June 30.

"Improvements" means the increase in the assessed value of any parcel of real property that would first appear on the tax list and duplicate of real and public utility property after the effective date of any TIF Ordinance were it not for the TIF Exemption granted by that TIF Ordinance.

"PILOTS" means the payments in lieu of taxes made to the City by an owner of any structure located on a parcel of real property in the City under a TIF Ordinance.

"School Board" means the Board of Education of the School District.

"School Board Resolution" means Resolution No. 03-159 adopted by the School Board on November 17, 2003, waiving its right to receive notice and to approve exemptions from taxation under Section 5709.40, Revised Code, for any Improvements to parcels of real property declared to be a public purpose and for any TIF Agreements entered into by the City under the TIF Program on the condition that the City and the School Board negotiate an agreement providing for compensation to the School District equal in value to a percentage of the taxes that would be payable on the portion of the Improvements were that portion subject to taxation, and waiving any notice under Section 5709.83, Revised Code.

"School District" means the Green Local School District, Summit County, Ohio.

"TIF Agreement" means any development agreement for tax increment financing negotiated by the Mayor under the TIF Program.

"TIF Exemption" means the exemption from real property taxation provided under a TIF Ordinance on the assessed value of certain Improvements to certain parcels of real property declared to be a public purpose.

"TIF Ordinance" means an ordinance adopted by the City in accordance with the Act and the TIF Program, which declares a portion of certain Improvements to certain parcels of real property located in the City be a public purpose, exempts a certain percentage of the value of the Improvements from real property taxation for an Exemption Period, and requires the owner of any structure located on the parcel to make annual service PILOTS.

"TIF Program" means the tax increment financing program established by the City by Ordinance No. 2003-12 on September 10, 2003, which authorizes the City to declare certain Improvements to certain parcels of real property to be a public purpose and authorizes the Mayor to negotiate TIF Agreements.



IN WITNESS WHEREOF, the City and the School District have each caused this Compensation Agreement to be executed after due authorization as of the date set forth above.

CITY OF GREEN:

By: 
Daniel L. Croghan, Mayor

Date: Nov. 19, 2003

GREEN LOCAL SCHOOL DISTRICT:

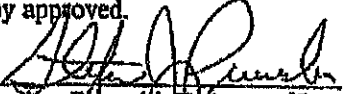

President, Board of Education

Date: Dec. 11, 2003


Treasurer, Board of Education

Date: Dec. 11, 2003

The legal form of the within instrument is hereby approved.

By: 
Stephen Brineski, Director of Law

Date: November 17, 2003

Exhibit A
Computation of School District Basic State Aid Adjustment

Basic State Aid Formula

Basic State Aid to the School District is calculated under Section 3317.022, Revised Code. The amount of Basic State Aid for the School District begins with a "formula amount" (a dollar amount determined by the General Assembly to be the annual cost of a basic education per pupil). The formula amount is multiplied by the "average daily membership (ADM)" of the School District (generally, the average number of pupils attending the schools in the School District), and further multiplied by a "cost of doing business factor," which is different for each County. The result of this computation is reduced by the amount that 23 mills of property taxation would produce in the School District.

The following is the basic state aid formula:

$$\begin{array}{r} \text{Formula amount} \\ \times \quad \text{ADM} \\ \times \quad \text{Cost of doing business factor} \\ = \quad \text{Subtotal No. 1} \\ \\ \text{Adjusted total taxable value} \\ \times \quad \underline{0.023} \\ = \quad \text{Subtotal No. 2} \\ \\ \text{Subtotal No. 1} \\ - \quad \text{Subtotal No. 2} \\ = \quad \underline{\text{Basic State Aid}} \end{array}$$

Reduction in City Payment

When property is added to the tax list in the School District, Basic State Aid is reduced. The reduction is 0.023 (23 mills) multiplied by the taxable value of the property. Subtotal No. 2 above is increased, and so Basic State Aid is decreased. When property is exempted from taxation, the reduction in Basic State Aid is less than it would have been by an amount equal to 0.023 (23.0 mills) multiplied by the value of the property exempted from property taxation. In the formula above, Subtotal No. 2 is less than it would have been had the property not been exempted from taxation, and so Basic State Aid is not reduced by as great an amount as it would have been.

Accordingly, because the TIF Exemption avoids a reduction in Basic State Aid to the School District, the payment to the School District from the City under Section 1.2 of the Compensation Agreement should be reduced by the difference between actual Basic State Aid and the amount that Basic State Aid would have been had the TIF Exemption not been in effect.

This reduction in the payment due from the City under Section 1.2 of the Compensation Agreement is provided for in Section 1.2(b) and is described there as term "B." B is currently 0.023 times the value of the Improvements exempted from real property taxation by the TIF Exemption.

The City and the School District intend that the reduction in City payments under Section 1.2(b) of the Compensation Agreement is to be an accurate calculation of the benefit to the School District in Basic State Aid, as a result of Basic State Aid either not being reduced or being increased because of the TIF Exemption. The calculation described on this Exhibit A is based on the Basic State Aid formula currently in effect. If the General Assembly amends the statute to change the Basic State Aid formula, the City and the School District will amend the calculation of the reduction in the City payment under Section 1.2(b) to accomplish the intent of the parties expressed here.



Exhibit B
Calculation of City's Payment to School District

A. Amount of School District's Real Property Taxes on Improvements Without TIF Exemption:

Value of Improvements	\$100,000,000
	X _____
Taxable value of Improvements	35,000,000
Less Mill Charge	X _____
Real Property Taxes on Improvements	<u>\$1,165,150</u>

B. State Base Aid Reduction in City's Payment to School District:

Taxable Value of Improvements	\$35,000,000
Less 23 Mill Reduction	X _____
State Base Aid Reduction in Real Property Taxes	<u>\$805,000</u>

C. Real Property Taxes After State Base Reduction:

Real Property Taxes on Improvements	\$1,165,150
Less State Base Aid Reduction	<u>(805,000)</u>
School District's Net Real Property to Taxes Without TIF Exemption	<u>\$360,150</u>

D. City's Payment to School District With TIF Exemption:

School District's Net Real Property to Taxes Without TIF Exemption	\$360,150
Increased by 110%	X _____
City's Total Payment to School District With TIF Exemption	<u>\$396,165</u>

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**FIRST AMENDMENT TO
AGREEMENT
TAX INCREMENT FINANCING**

This Amendment to the Agreement for Tax Increment Financing ("Compensation Agreement") is made, effective January 1, 2006, between the City of Green, Ohio ("City") and the Green Local School District, of Summit County, Ohio ("School District") (Capitalized terms are used with the meanings given to them in Article 4 of the Compensation Agreement):

WHEREAS, the City adopted Ordinance 2003-12 on September 10, 2003 in accordance with the Act, establishing a Tax Increment Financing Program ("TIF Program") authorizing the City to declare the construction of certain Improvements to certain parcels of real property located in the City to be a public purpose, and authorizing the Mayor to negotiate agreements for Tax Increment Financing ("TIF Agreements"); and

WHEREAS, City Council has, by notice delivered to the Board of Education of the School District on October 16, 2003, given notice of the City's intent to declare as a Public Purpose certain Improvements to certain parcels of real property and of the Mayor's authorization to negotiate TIF Agreements under the TIF Program. A copy of Ordinance 2003-12 accompanied the notice; and

WHEREAS, on November 17, 2003, the School Board enacted the School Board Resolution waiving its right to receive notice and approving exemptions from taxation under Section 5709.40, Ohio Revised Code, for any TIF Improvements entered into by the City under the TIF Program on the condition that the City and the School Board negotiate an agreement providing for compensation to the School District equal in value to a percentage of the taxes that would be payable on the portion of the Improvements or that portion subject to taxation, and waiving any notice required by Section 5709.83, Ohio Revised Code, regarding notice of any TIF Agreements entered into by the City, any improvements to real property declared to be a public purpose, and any related real property tax exemptions under the TIF Program; and

WHEREAS, on December 11, 2003, the City and the School District executed the Compensation Agreement; and

WHEREAS, the City and the School District desire to amend the terms under the Compensation Agreement to take into account changes in state funding for public education.

The parties agree as follows:

Article I, Section 1.2 of the Compensation Agreement is amended as follows:

1.2 Amount of City Payment

- A. Before January 1, 2006.
For all Improvements on property subject to the TIF Program prior to January 1, 2006, the City must pay or cause to be paid to the School District each calendar year a payment amount equal to 110% of the difference of (A minus B). An example of the calculation of the payment to be made to the School District is shown by example in Exhibit B.



- (1) A equals 100% of the real property taxes that would have been distributed to the School District for that calendar year with respect to the Improvements had the TIF Exemption not been in effect.
- (2) B equals the difference between the Basic State Aid that the School District would have received in the School District Fiscal Year ending in the calendar year that the City payment is due, had the TIF Exemption not been granted, and the actual Basic State Aid received by the School District in that fiscal year. The current calculation of B is described in Exhibit A. The calculation of B may be changed as described in Exhibit A if the General Assembly changes the Basic State Aid formula.

B. After January 1, 2006.

For all Improvements on property subject to the TIF Program after January 1, 2006, the City must pay or cause to be paid to the School District each calendar year for a period of fifteen years an amount equal to seventy-five percent (75%) of the amount of real estate taxes that would have been distributed to the School District for that calendar year with respect to the Improvements had a TIF exemption not been in effect. A sample calculation is included with this Amendment as Exhibit C.

All other terms and conditions of the Compensation Agreement shall remain in full force and effect.

Witness:

Shelley R. McClure
First Witness

Print Name Shelley R. McClure

Kate K. Gray
Second Witness

Print Name Kate K. Gray

Witness:

Shelley R. McClure
First Witness

Print Name Shelley R. McClure

Sally Fanelly
Second Witness

Print Name Sally Fanelly

City of Green:

By: Daniel L. Croghan
Daniel L. Croghan, Mayor
Date: 11/29/06

Approved as to form:

By: Stephen J. Pruneski
Stephen J. Pruneski, Law Director
Date: 11/29/06

Green Local School District:

By: Nancy Pruneski
Nancy Pruneski, President, Board of Education
Date: 11-29-06

By: Roy A. Swartz
Roy Swartz, Treasurer, Board of Education
Date: 11/29/06

Exhibit C
Calculation of City's Payment to School District

A.	<u>Amount of School District's Real Property Taxes on Improvements without TIF Exemption:</u>	
	Value of Improvements	\$100,000,000
	Taxable value of Improvements	X <u> .35</u>
	Less Mill Charge	\$35,000,000
	Real Property Taxes on Improvements	X <u> .03329</u>
		<u>\$1,165,150</u>
B.	<u>City's Payment to School District With TIF Exemption (First 15 Years)</u>	
	School District's Real Property Taxes on Improvements	\$1,165,150
	City's Payment to School District with TIF Exemption During First 15 Years	X <u> 75%</u>
		<u>\$873,863</u>
C.	<u>City's Payment to School District With TIF Exemption (After 15 years)</u>	
	School District's Real Property Taxes on Improvements	\$1,165,150
	City's Payment to School District with TIF Exemption After 15 Years	X <u> 100%</u>
		<u>\$1,165,150</u>

**SECOND AMENDMENT TO
AGREEMENT FOR
TAX INCREMENT FINANCING**

This Second Amendment to the Compensation Agreement for Tax Increment Financing ("Second TIF Amendment") is made and entered into this 25 day of May, 2017 and effective as of the 1st day of January, 2016¹ (the "Effective Date"), by and among the CITY OF GREEN, OHIO, a chartered municipality duly organized and validly existing under the Ohio Constitution and other applicable laws of the State of Ohio (the "City"), and the GREEN LOCAL SCHOOL DISTRICT, a city school district and political subdivision duly organized and validly existing under the laws of the State of Ohio, acting by and through its Board of Education (the "School District"). (Capitalized terms hereafter are used with the meanings given to them herein or in Article 4 of the Compensation Agreement.)

WHEREAS, the City adopted Ordinance 2003-12 on September 10, 2003, in accordance with the Act, establishing a TIF Program authorizing the City to declare the construction of improvements to certain parcels of real property located in the City to be a public purpose and authorizing the Mayor to negotiate TIF Agreements; and

WHEREAS, on November 17, 2003, the School District enacted Resolution No. 03-159 waiving its right to receive notice and approving exemptions from taxation under Section 5709.40 of the Ohio Revised Code for any TIF Improvements entered into by the City under the TIF Program on the condition that the City and the School District negotiate an agreement providing for compensation to the School District equal in value to a percentage of the taxes that would be payable to the School District on the portion of the Improvements or that portion subject to taxation and waiving any notice required by Section 5709.83 of the Ohio Revised Code regarding notice of any TIF Agreements entered into by the City, any Improvement to real property declared to be a public purpose, and any related real property tax exemptions under the TIF Program; and

WHEREAS, on December 11, 2003, the City and the School District executed the Compensation Agreement; and

WHEREAS, as a result of changes in state funding for public education, the City pursuant to Resolution 2006- R78 and the School District by Resolution enacted on Oct 24, 2006 entered into a First Amendment to the Compensation Agreement on November 29, 2006, effective January 1, 2006; and

WHEREAS, the City and the School District once again desire to amend the terms of the Compensation Agreement and find that doing so is in the public interest of the City, the School District and all residents and will improve the health, safety and welfare of the City.

¹ The first City Payment made under the terms of this Second TIF Amendment shall be for tax year 2016 payable in calendar year 2017.



NOW, THEREFORE, in consideration of the premises and covenants contain herein, and for good and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Article I. The First Amendment to the Compensation Agreement effective January 1, 2006 shall be repealed in its entirety as of December 31, 2015.

Article II. Section 1.1 of the Compensation Agreement shall be amended to read as follows:

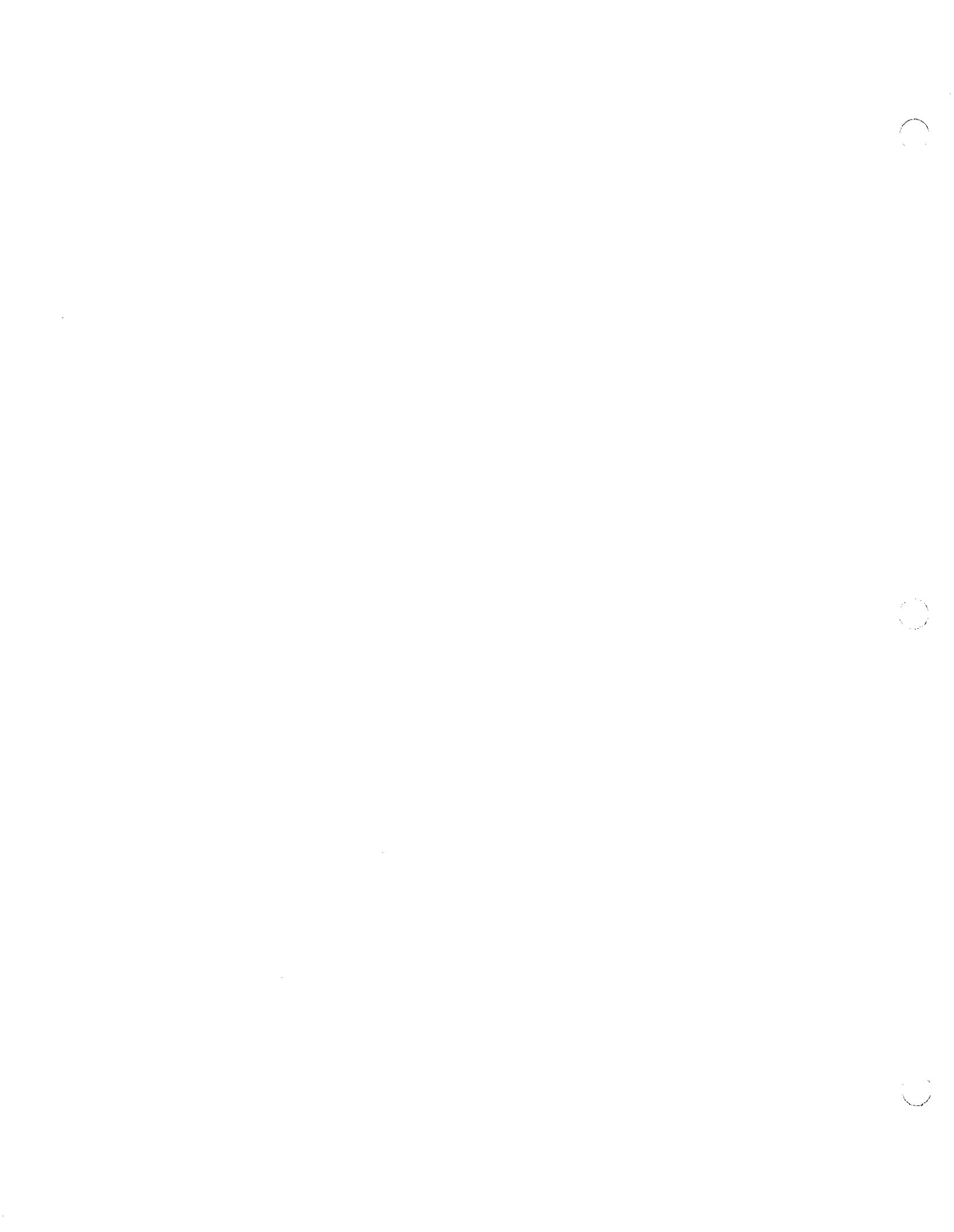
Section 1.1. City Agreement to Make Payment. The City agrees to make the payment described in Section 1.2 (the "City Payment") to the School District to the extent the City has, in accordance with the Act and the TIF Program, declared any Improvements to any parcel of real property located in the City to be a public purpose, exempted a percentage of the value of the Improvements from real property taxation for a term of years, and required the owner of any such structure located on the parcel, and its successors and assigns, to make annual service PILOTS to the City. The City Payment shall be two installment payments per year computed under Section 1.2 and shall be paid on or before May 31st and October 31st following the tax year exempted. The City Payment more fully described in Section 1.2 must be paid in each year beginning with the Base Year and ending in the last collection year that the TIF Exemption is in effect.

Article III. Section 1.2 of the Compensation Agreement shall be amended to read as follows:

Section 1.2. Amount of City Payment. On all Improvements on property subject to the TIF Program since November 17, 2003, the City shall pay or cause to be paid to the School District each calendar year during the Exemption Period for each TIF Exemption an amount equal to Eighty-Five Percent (85%) of the amount of real estate taxes Collected that would have been distributed to the School District for that calendar year with respect to the Improvements had a TIF Exemption not been in effect using the Effective Millage for the School District applicable to each TIF Parcel. For purposes of clarity, it is understood and agreed that, with respect to the City Payment: (i) The "Effective Millage" refers to the total millage applicable to each of the TIF Parcels but limited solely to the portion of such millage associated with the School District; and (ii) specifically excludes any and all millage associated with the School District collected for emergency and/or bond levies, i.e., millage still paid to the School District irrespective of the TIF Exemption. For purposes of clarity, it is further understood and agreed that, "Collected" refers to those taxes collected by the Summit County Fiscal Office and remitted to the City from which the County's fees have already been deducted. There shall be no additions or deductions for any state aid received by the District.

Article IV. Section 1.4 of the Compensation Agreement shall be amended to read as follows:

Section 1.4. Reports/Meeting. The City must provide a report to the School District along with each City Payment required in Section 1.1 showing in detail reasonably satisfactory to the School District the computation of the payment. The report shall be in a form similar to that attached hereto and incorporated herein as Exhibit "D". The City



shall also provide the School District, promptly upon request, other evidence reasonably requested by the School District relating to the City Payment that is due the School District under this Compensation Agreement. In addition, the City and the School District, on or before December 31st of every even numbered year, beginning with December 2018, agree to participate in a review of this Compensation Agreement to consider any modifications, alterations or other changes that the parties may find necessary or desirable. Any change or modification to the Compensation Agreement must be approved in writing by City Council and School District's Board of Education. In the event the review is not conducted, this Compensation Agreement and its terms shall continue under those terms and conditions set forth and the failure to conduct the review shall not cause this Compensation Agreement to terminate.

Article V. Section 2.1 and 2.2 of the Compensation Agreement shall be amended to read as follows:

Section 2.1. Statutory Notice/ Third Party Beneficiary. The School District, in accordance with School District Resolution No. 03-159 adopted on November 17, 2003, waived its right to receive any notice required by any Section of the Revised Code, including Section 5709.83 of the Ohio Revised Code, regarding any TIF Agreements entered into by the City, any Improvements to parcels of real property declared to be a public purpose and any related real property tax exemptions under the TIF Program and to approve exemptions from taxation under Section 5709.40 of the Ohio Revised Code. Notwithstanding the above, for any TIF Agreements entered into by the City on or after January 1, 2017, any Improvements to parcels or real property declared to be a public purpose and any related real property tax exemptions under the TIF Program, the City agrees to include the School District as a designated third party beneficiary and to provide the School District the Statutory Notice required by Section 5709.83 of the Revised Code. For purposes of clarity, it is further understood and agreed that, "Statutory Notice" means that the notice under Section 5709.83 of the Ohio Revised Code shall be delivered not later than fourteen (14) calendar days prior to the day the legislative authority takes formal action to adopt or enter into the instrument. The School District's waiver of its right to receive notice under any other section of the Ohio Revised Code, and to approve TIF Exemptions shall remain in full force and effect.

Article VI. All other terms and conditions of the Compensation Agreement not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the City and the School District have each caused this Second Amendment to the Compensation Agreement to be executed after due authorization as of the date set forth above.

CITY OF GREEN, OHIO

By:  5/25/2017
Gerard M. Neugebauer, Mayor



Approved as to legal form:

Diane A. Calta 5.25.17
Diane A. Calta
Director of Law

GREEN LOCAL SCHOOL DISTRICT

By: *[Signature]*
President, Board of Education

By: *[Signature]*
Treasurer, Board of Education

CITY FISCAL OFFICER'S CERTIFICATE

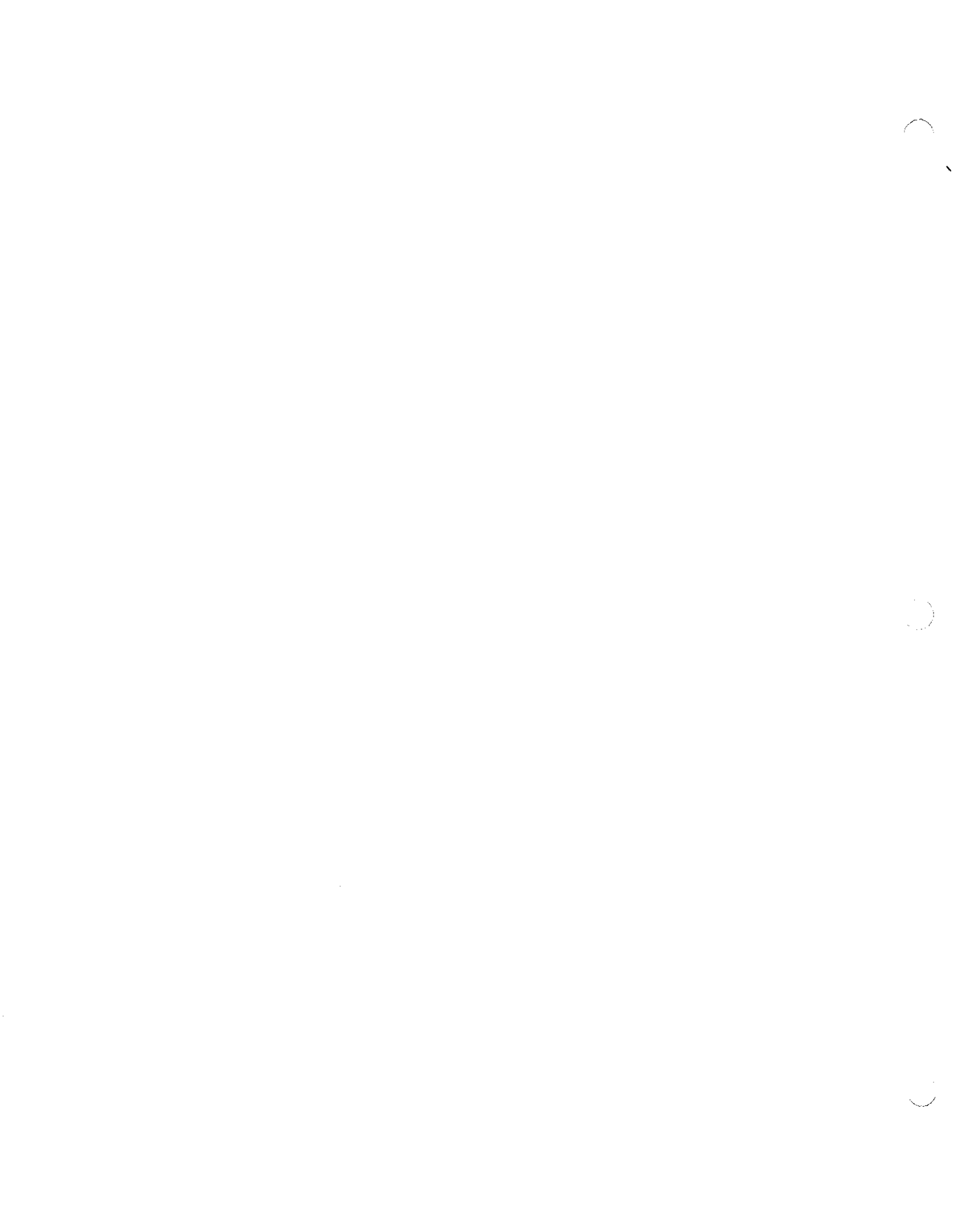
The undersigned, Director of Finance for the City of Green, hereby certifies that the monies, if any, required to meet the obligations of the City during the year 2017 under the foregoing Agreement have been lawfully appropriated by the City Council of such City for such purposes and are in the Treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

Dated: May 25, 2017



Director of Finance

City of Green, Ohio



City of Green Twp Collection Cost Allocation
 Comparison against 04.5
 FY 2018 - Calendar Year 2017
 April 2017 Statement

Exhibit D

PARISH	Parish	April Collections	September Collections	Total Gross Collections
24-18002	Mason	\$ 29,870.12	\$ -	\$ 29,870.12
20-18004	Mason	17,533.28	-	17,533.28
25-18006	Mason	69,251.87	-	69,251.87
22-18000	Mason	34,542.06	-	34,542.06
22-18000	Mason	-	-	0.00
22-18004	Mason	19,509.05	-	19,509.05
22-18005	Mason	60,074.52	-	60,074.52
22-18003	Mason	7,299.24	-	7,299.24
22-18002	Mason	8,244.82	-	8,244.82
22-18009	Mason	49,047.02	-	49,047.02
22-18159	Mason	30,842.69	-	30,842.69
22-14977	Ashgrove	52,374.14	-	52,374.14
22-14975	Ashgrove	11,493.00	-	11,493.00
22-15003	Ashgrove	9,844.08	-	9,844.08
22-15008	Ashgrove	9,393.22	-	9,393.22
22-16208	Ashgrove	12,312.49	-	12,312.49
22-16348	Ashgrove	9,618.20	-	9,618.20
22-16382	Ashgrove	11,693.40	-	11,693.40
22-16582	Ashgrove	5,423.20	-	5,423.20
22-16585	Ashgrove	41,050.51	-	41,050.51
22-16587	Ashgrove	73,287.74	-	73,287.74
22-16589	Ashgrove	8,200.25	-	8,200.25
22-16603	Ashgrove	32,620.45	-	32,620.45
22-16200	Ashgrove	13,164.02	-	13,164.02
22-16148	Ashgrove	28,989.85	-	28,989.85
22-16163	Ashgrove	71,708.91	-	71,708.91
22-16163	Ashgrove	62,030.25	-	62,030.25
22-16919	Team Park	88,612.57	-	88,612.57
22-16920	Team Park	12,6194.04	-	12,6194.04
22-16918	Team Park	11,213.82	-	11,213.82
22-16918	Team Park	11,213.82	-	11,213.82
Total collections		\$ 1,147,077.61	\$ -	\$ 1,147,077.61
1,4881 County Auditor Collection Fees				17,299.89
6 Halcyon fees				3,129,480.02
Total Collections				1,447,477.51

b) 04.5 effective mileage (includes emergency/roadway)
 c) Total effective mileage
 d) 04.5 percentage of mileage (b/c)
 e) Total collections (a,b,c,d) * 100%
 f) 04.5 percentage of collections (e/f) * 100%
 g) 04.5 percentage of collections (e/g) * 100%

2017 FEBRUARY TIF SETTLEMENT
GRANBY
GREEN CITY

	TIF PAYMENT	TIF ADJUSTMENTS	TOTAL
FIRST HALF 2017 PAYMENT	\$1,147,077.51	\$0.00	\$1,147,077.51

TOTAL DISTRIBUTION	\$1,147,077.51	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,147,077.51
DEBITMENTS								
AUD & TREAS FEES	\$13,349.79	\$0.00						\$13,349.79
DYAC	\$2,118.90							\$2,118.90
LAND BANK FEE	\$2,119.90							\$2,119.90
TIF REFUNDS - RES/AG	\$0.00							\$0.00
TIF REFUNDS - OTHER	\$0.00							\$0.00
TOTAL DEBITMENTS	\$17,588.59	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,588.59
NET DISTRIBUTION	\$1,129,488.92	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,129,488.92
HOMESTEAD								\$0.00
10% ROLLBACK								\$0.00
2 1/2% ROLLBACK								\$0.00
PRIOR YEARS ADJUSTMENT								\$0.00
NET DUE FROM STATE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL DISTRIBUTION	\$1,129,488.92	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,129,488.92

KRISTEN M. SCALISE CPA, CFE
Somers County Fiscal Officer

rcpt. 72431
4-14-17

By Christina Gault
(Deputy Fiscal Officer)



KRISTEN M. SCALISE CPA, CRE
 Fiscal Officer, County of Summit
 Second Half 2016 Payments on TLF, Paratche
 TAX YEAR 2016/2017, SECTION 2017

2016027	167,713
2016085	70,653.90
2016082	58,429.46
2016083	50,447.06
2016084	44,924.26
2016085	40,000.00
2016086	35,000.00
2016087	30,000.00
2016088	25,000.00
2016089	20,000.00
2016090	15,000.00
2016548	10,000.00
2016581	7,750.00
2016582	16,413.20
2016583	8,000.00
2016584	8,000.00
2016585	8,000.00
2016586	8,000.00
2016587	8,000.00
2016588	8,000.00
2016589	8,000.00
2016590	8,000.00
2016591	8,000.00
2016592	8,000.00
2016593	8,000.00
2016594	8,000.00
2016595	8,000.00
2016596	8,000.00
2016597	8,000.00
2016598	8,000.00
2016599	8,000.00
2016600	8,000.00
2016918	124,184.04
2016990	80,612.60
2016036	19,164.00
2016159	0.00
2016162	0.00
2016183	0.00
2016184	0.00
TOTAL GREEN TLF PAYMENTS	\$ 1,197,877.61

MANEXCEL2017 SARANANSTF PAYMENT 02-17.xlsx

Handwritten notes:
 Messinger
 5/16/17 5:51
 4/15/16 1:58
 2/1/16 12:54
 McFarlane
 11/17/16



County Tax District: GREEN CITY-GREEN LSD

Parcel ID: 2813671 Address: 1790 TOWN PARK BLVD SUITE A
 LNC: Commercial Owner Occupancy Credit: N
 Estimated Market Value: \$166,640 Taxable Value (35%): \$58,324
 County Taxation Code: 28 State Taxation Code: 77-0230

Full Year Tax Breakdown for Tax Year 2019 Collection Year 2019			
	Levy Year	Commercial Industrial Other	
		Rate	Tax
SUMMIT COUNTY GENERAL			
CHILD SEN 15%	2007	1.62000	\$94.85
MENTAL HEALTH 14%	2008	2.19720	\$128.19
SD OF DEV/ DISABILITIES 12%	2008	2.86070	\$168.82
BOND RETIREMENT	2008	4.38430	\$258.31
AKRON 200 YRS	2008	3.00000	\$174.96
AKRON 200 YRS	2008	7.78700	\$454.42
SUMMIT COUNTY TOTAL		12.46140	\$729.55
GREEN LSD GENERAL FUND			
GENERAL	1876	1.00000	\$59.50
DEV EMERG 14%	2010	20.54000	\$1,201.25
DEV EMERG 16%	2011	8.82000	\$518.28
PERMAN - INSIDE		8.82000	\$518.28
SCHEDEA	1883	4.80000	\$279.56
SCHEDEA		2.20000	\$130.89
GREEN LSD TOTAL		46.36000	\$2,387.50
GREEN CITY GENERAL			
BOND RETIREMENT		22.00000	\$1,289.00
		1.00000	\$59.50
GREEN CITY TOTAL		2.40000	\$143.50
PORTAGE LAKES JVSD GENERAL FUND			
GENERAL FUND	1981	2.31810	\$137.00
PORTAGE LAKES JVSD TOTAL		2.23180	\$132.00
AKRON SUMMIT LIBRARY GENERAL FUND			
GENERAL FUND	2010	1.16220	\$68.50
GENERAL FUND	2015	4.02220	\$238.07
BOND 97A	1997	7.00000	\$408.50
AKRON SUMMIT LIBRARY TOTAL		2.55240	\$714.57
SUMMIT METRO PARKS GENERAL FUND			
GENERAL FUND	2005	1.42874	\$83.33
SUMMIT METRO PARKS TOTAL		1.42874	\$83.33
Grand Total		62.043180	\$3,616.81

Commercial : Industrial / Other

DISCLAIMER

Tax calculation based on property value of \$166,640. Delinquent taxes, Tax Liens, special assessments, CAUV, Homestead Exemption, Owner Occupancy Credit tax reductions are



Summit
County name

DTE 24
Rev. 4/05

Tax Incentive Program – Application for Real Property Tax Exemption and Remission

Date received by county auditor

Date received by DTE

Office Use Only
County application number
DTE application number

General Instructions

- Submit three copies of this application to the auditor's office in the county where the property is located (make a copy for your records). The final deadline for filing with the county auditor is Dec. 31 of the year for which exemption is sought. If you need assistance in completing this form, contact your county auditor.
- Both the county auditor's finding (page 3) and the treasurer's certificate (page 4) of this application must be completed. Ask your county auditor for the procedure to follow to obtain the treasurer's certificate. When presented with this application, the county treasurer should promptly complete the certificate and return the application to you so it may be filed with the county auditor. The county treasurer should make certain that the treasurer's certificate is complete and accurately reflects the payment status of taxes, special assessments penalties and interest, by tax year. Obtain a copy of the property record card from the county auditor and enclose it with this application. It is the applicant's responsibility to make sure the information supplied by the county auditor and county treasurer is complete and accurate.
- Answer all questions on the form. If you need more room for any question, use additional sheets of paper to explain details. Please indicate which question each additional sheet is answering. This application must be signed by the property owner or the property owner's representative.

Special Instructions for Tax Increment Financing Exemptions

If the applicant requests an exemption under Ohio Revised Code (R.C.) 725.02, 1728.10, 5709.40, 5709.41, 5709.73 or 5709.78, the application can be signed by the property owner, the property owner's representative, the political subdivision without the property owner's consent, or the political subdivision with the property owner's consent acting under a power of attorney (attach DTE form 24P). If the application is signed by the political subdivision without the property owner's consent, such exemption shall be subordinate to an exemption granted under any other section of the Revised Code and service payments shall not be required for the portion of the property exempt under that other section. If the exemption requested involves service payments in lieu of taxes and the application is signed by the property owner, the property owner's representative, or the political subdivision with the property owner's consent acting under a power of attorney, those payments will remain in effect for the term of the exemption even if the property is used later for another exempt purpose, unless the political subdivision consents in writing to the subsequent exemption. These service payments are also binding on future owners if the political subdivision or the property owner files a notice with the county recorder after the tax commissioner approves the application, unless the political subdivision consents in writing to the subsequent exemption. Failure to file such notice relieves only future owners from the obligation to make service payments if the property becomes exempt under any other provision of the Revised Code. Consent by a property owner filed with the tax commissioner after the commissioner has approved an application for exemption originally filed by the political subdivision without the property owner's consent will trigger the same procedures mentioned above for an application filed by or with the property owner's consent.

Please Type or Print Clearly

Applicant name Gerard Neugebauer
Name

Notices concerning City of Green
this application Name (if different from applicant)

should be sent to P.O. Box 278
Address

Green OH 44232-0278 330-896-6614
City State ZIP Telephone number

Application is hereby made to have the following property placed on the tax-exempt list pursuant to the authorizing agreement, ordinance or resolution, and the limitations in the Ohio Revised Code.



1. Parcel number(s). (If more than four, continue on an attached sheet.) All parcels must be in the same school district.
a) 2816520
b) _____
c) _____
d) _____
2. School district where located Green Local School District
3. Street address or location of property 722 Liberty Green Dr.
4. a) Title to this property is in the name of Timothy Enterprises, LLC
b) Address of owner 1793 N. Main St., Orrville, Ohio 44667
5. Date title was acquired March 20, 2020
6. If title holder is different from applicant, please explain _____
7. Under what section(s) of the Ohio Revised Code is exemption sought?
 §725.02 §1728.10 §5709.40(B) §5709.40(C) §5709.41
 §5709.62 §5709.63 §5709.71 §5709.73(B) §5709.73(C)
 §5709.78(A) §5709.78(B) §5709.88
 Other incentive program, specify R.C. section _____
8. Explain terms and details of incentive (real property included, percentage exempted, number of years, etc.).
30 years 100%
9. a) Attach a copy of the resolution or ordinance of the subdivision granting the incentive and/or the applicant's incentive agreement with the subdivision.
b) Attach a copy of school district approval (if required).
10. If this application requests exemption under a tax increment financing provision (see special instructions), please indicate whether the application is being filed.
 By the property owner By the political subdivision without owner consent
 By the political subdivision with owner consent (attach copies of DTE form 24P)

I declare under penalty of perjury that I have examined this application and, to the best of my knowledge and belief, it is true, correct and complete.

Applicant or representative signature
Gerard Neugebauer

Print name and title
P.O. Box 278

Address
Green OH 44232-0278

City State ZIP code
330-896-6614

Telephone number Date

County Auditor's Finding			
	Land	Building	Total
Taxable value in year of application _____ (tax year)			
Taxable value in prior year _____ (tax year)			

This application covers property that is (check all that apply):

Currently exempt*
 New construction on previously exempted parcel
 Currently on CAUV
 Previously exempt
 Previously on CAUV

Auditor's recommendation
 Grant
 Partial grant
 Deny
 None

Comments:

County auditor (signature)
Date

Forward two copies of the completed application to the Ohio Department of Taxation, Tax Equalization Division, P.O. Box 530, Columbus, OH 43216-0530.

*If the property or any portion of the property is currently exempt, please indicate below the type of exemption, the portion of property exempted and the tax years to which the current exemption applies.

Treasurer's Certificate

If the treasurer's certificate is not properly filled out and signed, the tax commissioner will have **no jurisdiction** to act on the application and it will be **subject to dismissal**.

(Notice to treasurer: The first paragraph of this certificate must always be complete.)

I hereby certify that all taxes, special assessments, penalties and interest levied and assessed against the above described property have been paid in full to up and including the tax year _____. The most recent year for which taxes and special assessments have been charged is tax year _____.

I further certify that the only unpaid taxes, special assessments, penalties and interest that have been charged against this property are as follows:

Parcel Number	Tax Year	Taxes (including penalties and interest)	Special Assessments (including penalties and interest)

If additional years are unpaid, please list on an attached sheet.

Have tax certificates been sold under R.C. 5721.32 or 5721.33 for any of the property subject to this application? Yes No

Are any unpaid taxes listed on this certificate subject to a valid delinquent tax contract under R.C. 323.31(A)? If unpaid taxes are subject to a valid delinquent tax contract, please indicate which tax years' charges are included in the contract. Yes No

If yes, list tax years _____

Comments: _____

 County treasurer (signature) _____
Date

County name _____

Tax Incentive Program – Power of Attorney for Real Property Tax Exemption Application

Date received by county auditor

Date received by DTE

Office Use Only
County application number _____
DTE application number _____

General Instructions

This form is used by a real property owner to appoint an official or employee of a political subdivision as the property owner's agent for purposes of filing the DTE form 24, Tax Incentive Program Application for Real Property Tax Exemption and Remission, to request an exemption under Ohio Revised Code section 725.02, 1728.10, 5709.40, 5709.41, 5709.73 or 5709.78. This form (DTE 24P) should be filed with DTE form 24. **Caveat:** If the exemption for which the power of attorney is given involves service payments in lieu of taxes, those payments will remain in effect for the term of the exemption, even if the property is used for another exempt purpose after the tax incentive exemption is granted, unless the political subdivision consents in writing to the subsequent exemption. These service payments are also binding on future owners if the political subdivision or the property owner files a notice with the county recorder after the tax commissioner approves

the application, unless the political subdivision consents in writing to the subsequent exemption. Failure to file such notice relieves only future owners from the obligation to make service payments if the property becomes exempt under any other provision of the Revised Code.

Use Part A if the property owner is an individual or an individual general partner of a partnership that owns the property. Use Part B if the property owner is a corporation or if the general partner of the partnership that owns the property is a corporation. Fill in the name of the property owner as grantor of the power of attorney, the name of the official or employee of the political subdivision that is appointed attorney in fact, and the parcel numbers of the property subject to the power of attorney. The property owner or representative must sign the power of attorney in the presence of a notary public.

I, _____, of _____, make
(Name of property owner) (Address of property owner)

_____, _____, of _____, my
(Subdivision name) (Name of attorney in fact) (Title)

attorney in fact to do the following on my behalf: to file DTE form 24 with the _____ county auditor
(County name)

requesting a tax exemption from the tax commissioner on the real property identified by parcel numbers:

(List parcel numbers)

to appeal any denial of the request for exemption; and to defend any complaint that may be filed against the continued exemption of those parcels if exemption is granted. I give _____ the authority to perform
(Name of attorney in fact)

any act necessary to fulfill this power of attorney with full power of substitution and revocation, I ratify all that _____, or his/her substitute, shall lawfully do pursuant to this power of attorney.
(Name of attorney in fact)

I have signed this power of attorney on _____ (Date) _____ (Signature of property owner)

State of Ohio)
)
County of _____) Social Security number _____

The forgoing instrument was acknowledged before me this _____ day of _____, _____ by

(Name of property owner)

Notary public

B. Power of Attorney Granted by a Corporation

The Timothy Enterprises, LLC, a corporation duly organized under the laws of OHIO, and having its principal office in Orrville, state of Ohio, makes Gerard Neugebauer, Mayor of City of Green its attorney in fact to do the following

on its behalf: to file DTE form 24 with the Summit county auditor requesting a tax exemption from the tax commissioner on the real property identified by parcel numbers 2816520

to appeal any denial of the request for exemption; and to defend any complaint that may be filed against the continued exemption of those parcels if exemption is granted. I give Gerard Neugebauer the authority to perform any act necessary to fulfill this power of attorney with full power of substitution and revocation, I ratify all that Gerard Neugebauer, or his/her substitute, shall lawfully do pursuant to this power of attorney.

The Timothy Enterprises, LLC has signed this power of attorney on _____

[Corporate seal] By _____ President _____ Secretary

State of Ohio)
County of _____) Social Security number _____

The forgoing instrument was acknowledged before me this _____ day of _____ by Ronald Nagy, president of Timothy Enterprises, LLC, a _____ corporation, on behalf of the corporation.

Notary public

