

RESOLUTION NO. 2021-15

The Council of the Village of Ottoville in Putnam County, Ohio met in regular session on the Nov. 23, 2021 at the office of said Council with the following members present:

Darren Leis, Daniel Honigford, Joseph Moreno
Karen Hoersten, Jerold Markward, William Miller

Joseph Moreno moved the adoption of the following Resolution:

WHEREAS, Council of the Village of Ottoville received notification that Ebar Xor, LLC constructed an 80 x 60' smokehouse building at 289 Progressive Drive in the Village of Ottoville and because the property will need public infrastructure and improvements and ongoing annual maintenance due to the increased heavy traffic, the Village Council determined that yearly improvements were necessary for the development of said parcel(s)

And

WHEREAS, Council of the Village of Ottoville determined it was in the best interest of the Village of Ottoville to approve and adopt a resolution to declare the public infrastructure and improvements, resulting from the construction of a 80 x 60' smokehouse building known as Ebar Xor, LLC - 2021, to be of public purpose under ORC 5709.78 and to create a Tax Increment Financing (TIF) package pursuant to ORC 5709.73-75 for 15 years whereby 100% of the taxes generated by the facility for necessary infrastructure to the site and yearly maintenance costs at the above address would be redirected through the Tax Equivalency Fund established within the Putnam County Auditor's Office.

And

WHEREAS, Council of the Village of Ottoville have given notice to the Ottoville Local School District Board of Education & the Vantage Career Center of the proposed Tax Increment Financing (TIF) package and upon examining the proposal the Boards of Education have unanimously approved the TIF package.

And Daniel Honigford second the adoption of the Resolution.

THEREFORE, LET IT BE RESOLVED, Council of the Village of Ottoville in Putnam County have now determined that the Ottoville Local School District's & Vantage Career Center's foundation monies will not be negatively affected if they receive a portion of the tax revenue generated from the Ebar Xor, LLC - 2021 project. Ottoville Local School and Vantage Career Center selected **Option B, Exhibit "D"** (the **Incentive**

Schedule/Spreadsheet). Therefore, beginning in the year the Putnam County Auditor adds the abatement to the real estate tax card and as long as the School and Center's foundation monies are not affected, it will receive a payment in lieu of taxes equal to its portion of 25% of the project investment value had that investment value been fully placed on the tax roles.

PASSED: November 22, 2021

ATTESTED: Jeannine Wamacher
Fiscal Officer

APPROVED: Ronald Miller
Mayor

2021

**TAX INCREMENT FINANCE AGREEMENT
EBAR XOR LLC- 2021**

This Tax Increment Financing Agreement (the **Agreement**) made and entered into as of this 22 day of November, 2021 by and between the Village of Ottoville (hereinafter referred to as the **Village**, a Village and political subdivision organized and existing under the constitution and the laws of the State of Ohio, and Ebar Xor LLC- 2021 (hereinafter referred to as the **Business**).

WITNESSETH:

WHEREAS, the **Business** is the developer of real property located within Village of Ottoville, which property is described in **Exhibit "B"** (the **Property**) and is contemplating making certain real property improvements described in **Exhibit "A"** (the **Project**) to the **Property**; and

WHEREAS, the **Business** desires the public infrastructure improvement described in **Exhibit "C"** (the **Public Improvement**) be improved and maintained by the **Village** in order to allow for future growth of the **Business**; and

WHEREAS, the **Village** desires that a portion of the costs of the **Public Improvements** and the **Village** financing for such costs shall be paid from service payments in lieu of taxes (PILOT) to be paid by the **Business** with respect to the **Property**, as hereinafter provided; and

WHEREAS, the **Village** has determined that it is necessary and appropriate and in the best interests of the **Village** to provide for the making of annual service payments in lieu of taxes by the **Business**, and its successors and assigns, with respect to the **Property** and the construction by the **Village** of the **Public Improvements**, pursuant to and in accordance with Ohio Revised Code Section 5709.40 through 5709.43 (the **ORC**), and the **Village** adopted Resolution No. 2021-15 on 22 day of November, 2021, attached hereto and incorporated herein by reference, has declared that 100% of the increase in true value of the **Property** brought about by the construction of the **Project** and other improvements shall be declared to be exempt from taxation commencing on the date of adoption of such Resolution and ending fifteen (15) years from such date, or on the date in which the improvement shall no longer require annual service payments in lieu of taxes per **Exhibit "D"** (the **Incentive Schedule/Spreadsheet**) ; and

Initials of the signed parties:
Business _____ Village RDM

WHEREAS, in order to provide for the collection of such payments in lieu of taxes and to enable the **Project** to be carried out, the parties desire to enter into this **Agreement** on the terms as hereinafter provided;

NOW, THEREFORE, in consideration of the premises and covenants contained herein, and to induce the Village to proceed with the construction of the **Public Improvements**, the parties hereto agree as follows:

Section 1. Construction of the Project:

The **Business** constructed a new commercial facility (the "**Project**") consisting of a 80' x 60' smokehouse building.

Section 2. Covenant to Make Payment in Lieu of Taxes:

For the period that all or part of the **Project** is exempt from real property taxation (sometimes herein the "*Exemption Period*") pursuant to ORC, and pursuant to the TIF Resolution and any additional resolutions amending or supplementing the TIF Resolution, heretofore or hereafter adopted, the **Business**, for itself, and any successor with interest in the **Property**, of any part thereof or interest therein, hereby agrees to make annual service payments in lieu of taxes (the **Service Agreement**) with respect to the **Public Improvements** (as that term is used and defined in the **Service Agreement**) for the **Property**, pursuant to and in accordance with the requirements of the **Service Agreement**, and pursuant to the Resolution adopted 22 day of November, 2021, by the **Village**, and any subsequent amendments or supplements thereto. Such **Service Payments** shall be made semi-annually to the County Auditor (or to the designated agent for collection of the **Service Payments**) on or before the date on which the 1st and 2nd half real property taxes would otherwise be due and payable to the County Treasurer. Said Service Payment shall be distributed per **Exhibit "D"** (the **Incentive Schedule/Spreadsheet**). Any late **Service Payments** shall bear interest at the rate of 10% per annum. Said **Service Payments** shall be in accordance with the requirements of the **Service Agreement**.

The **Business** further agrees:

- For itself and its successors in interest to the **Property** to prepare and file in cooperation with the **Village** all necessary applications and supporting documents to obtain the exemption from real property taxation for the **Project** authorized by the ORC and the TIF Resolution as soon as possible following execution of this **Agreement**.
- To timely pay all property taxes and assessments on the Property to permit a filing of the exemption application to enable Putnam County Auditor to collect **Service Payments**.
- Prepare and file the Tax Exemption Program form DTE 24 with the Putnam County Auditor in order to maintain the exemptions covered in this **Agreement**, as described in Ohio Revised Code Section 5709.911(C). (Failure to file the DTE 24

Initials of the signed parties:

Business _____ Village Room

tax form with the County Auditor shall necessitate reinstatement of the original tax amounts relating to the Project covered in this **Agreement** on the tax duplicate.)

It is intended and agreed, and it shall be so provided by the **Business** in any future deed from the **Business** conveying the **Property** or any part thereof, that the covenants provided in this section shall be covenants running with the land and that they shall 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 **Village** and its successors and assigns, whether or not this **Agreement** remains in effect or whether or not such provision is included in any succeeding deed by the **Business** to its successors and assigns. It is further intended and agreed that said **Agreements** and **Covenants** shall remain in effect for the full period of exemption permitted in accordance with the requirements of the **Service Agreement** and **Village's** Resolutions enacted pursuant thereto. The **Business** further agrees for itself and its successors and assigns to assist and cooperate with the **Village** in the preparation and filing by the **Business** of all necessary applications and supporting documents to obtain the exemption from real property taxation authorized by the **Service Agreement** which enables the **Village** to collect **Service Payments** for reimbursements for the **Public Improvements**. The **Village** will cooperate with the **Business** in connection with the preparation and filling of such applications and supporting documents.

Such covenants running with the land in the deed shall have priority over any other lien or encumbrance on the **Property**, except those approved by the **Village**. Consistent with Revised Code Section 5709.91, the covenant to pay **Service Payments** shall have the same lien priority as property taxes.

Section 3. Assignments:

The **Business** agrees not to assign or alter this **Agreement** or the **Project** without prior written consent of the **Village**.

Section 4. Declaration of Restrictions:

At the **Village's** option and at their request the **Project** and the **Property** shall be made subject to the covenants running with the land provided in Section 2 hereof by the execution and recording by the **Business** of a declaration of restrictions (**Declaration**) in form and substance satisfactory to the **Village** and which **Declaration** shall be executed by **Business** and recorded in the official records of Putnam County within sixty days after execution of this **Agreement**. The **Declaration** and said covenants shall be specifically enforceable by the **Village** by mandatory injunction or any other remedy of law or equity to enforce the covenants by the **Business** (and/or its successors and assigns) to make the **Service Payments** provided in Section 2 of this **Agreement**. Such covenants running with the land and the **Declaration** shall have priority over any other lien or encumbrance on the **Property**, except for such title exceptions as are approved in writing by the **Village**.

Initials of the signed parties:
Business _____ Village RDM

Consistent with Revised Code Section 5709.91, the covenant to pay **Service Payments** shall have the same lien priority as property taxes. The **Business** shall cause any and all other holders of mortgages or other liens existing on the **Property** as of the time of recording of such **Declaration**, and any future mortgages or liens granted, to subordinate such liens to the **Declaration** and such covenants running with the land. The **Village** will cooperate with the **Business** in the preparation of such **Declarations**. The **Business** will pay the fees or charges for the recording of the **Declaration**.

Section 5. Village of Ottoville Public Improvements:

The **Business's** covenants and obligations made in this **Agreement** are subject to and conditioned upon the **Village's** continued improvements and repairs of the **Public Improvement**.

Section 6. Monitoring Fee:

See Service Payment Agreement

Section 7. Facilitators Fee:

See Service Payment Agreement

Section 8. Title Evidence:

At the **Village's** option and at its request, the **Business** agrees to provide such title evidence or title insurance at no cost to the **Village** as is necessary to demonstrate to the **Village's** satisfaction that the **Declaration** of restrictions and covenants running with the land to make **Service Payments** provided for in this **Agreement**, and the permanent easements for the **Public Improvements** provided for in this **Agreement**, are prior and superior to any other liens, encumbrances or other title exceptions, except for those which are approved in writing by the **Village**.

Section 9. Representation of Business:

The **Business** hereby represents warrants and covenants to the **Village** that it has full power and authority to perform its obligations under this **Agreement**; and that the signing, delivery and performance of this **Agreement** and all documents contemplated hereby have been duly and effectively approved and authorized by all necessary action. The **Business** agrees that this **Agreement** is binding upon it, and its successors and assigns, in accordance with its terms, and that this **Agreement** upon its signing is a legal, valid and binding obligation of the **Business**.

Section 10. Remedies:

Initials of the signed parties:
Business _____ Village ADM

Except as otherwise provided in this **Agreement**, in the event of breach of this **Agreement** or any of its terms by a party hereto, the party in breach shall upon written notice from the other party, proceed promptly to remedy such breach. In case such remedial action is not taken or not diligently pursued within thirty (30) days of such written notice, the other party may institute such proceedings at law or in equity as may be necessary or desirable in its opinion to remedy such breach.

Except as otherwise provided herein, a party hereto shall not be considered in default in its obligations to be performed hereunder, if delay in the performance of such obligations is due to unforeseeable causes beyond its control and without its fault or negligence, including but not limited to, ORCs of God or of the public enemy, ORCs of the federal or state government, ORCs or delays of the **Village**, fires, floods, unusually severe weather, epidemics, freight embargoes, unavailability of materials, strikes or delays of contractors, subcontractors or material-men, or other unforeseen events (but not including lack of financial capacity) beyond the control of a party hereto and without its fault or negligence; it being the purpose and intent of this paragraph that in the event of the occurrence of any such enforced delay, the time or times for performance of such obligation shall be extended for the period of the enforced delay.

Section 11. Successors:

This **Agreement** shall be binding upon the **Business**, his beneficiaries, and his and their heirs, successors and assigns.

Section 12. Counterparts:

This **Agreement** may be executed in one or more counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same document.

Section 13. Termination:

This **Agreement** shall terminate upon the expiration of the Exemption Period referred to in Section 2 hereof and the full payment of all **Service Payments** payable with respect to such Exemption Period.

Upon satisfaction of the **Business's** obligations under this **Agreement** to make the **Service Payments**, the **Village** shall, upon the request of the **Business**, sign an instrument in recordable form, evidencing such satisfaction and termination and the release of the Declaration for filing with the Recorder's Office of Putnam County, Ohio.

Initials of the signed parties:
Business _____ Village BRM

IN WITNESS WHEREOF, the **Village of Ottoville** and the **Business** have caused this **Agreement** to be executed in their respective names by their duly authorized officers, as of the date hereinabove written.

VILLAGE OF OTTOVILLE, OHIO

Ronald Miller, Mayor
Print Name

Ronald Miller
Sign Name

11-22-21
Date

Ebar Xor LLC- 2021

Michelle Rabe, Owner

Date

2. The **Business** shall, at its sole cost and expense, cause the **Project** to be constructed on the **Site** in accordance with the local or state construction requirements subject to conformity with the Development Schedule contained in **Exhibit A**.
3. The **Village** shall maintain and repair at their expense the **Public Improvements** and shall be subject to conformity with the **Development Schedule**.
4. The **Village** will take such actions as are necessary to exempt the **Property** from real property taxation for a period of 15 years commencing on the first day of January following the **Completion Date** and in accordance with the following schedule:

Years 1 through 15, inclusive
100% exemption

5. The **Business** shall make annual service payments in lieu of taxes (PILOT) (see **NOTE** below) with respect to each year for which an exemption has been granted per the Resolution and shall be in accordance with the following terms:

See Exhibit D - Distribution

*Service Payments shall increase relative to an increase in Assessed Value

6. **Annual Service Payment:**

The **Annual Service Payments** in lieu of property taxes shall be paid, collected and distributed per **Exhibit D** as required by law and comply with the Ohio Revised Code Section 5709.79. The **Business** agrees that such annual **service payment** shall constitute a lien upon the **Property** if not paid per the terms of the **TIF Agreement**.

7. **Facilitator's Fee:**

The **Signees (Village, School and JVS)** of the **Service Payment Agreement** shall pay a **Facilitators Fee** during the term of this agreement to the **PCCIC** prior to March 31st of each year the Agreement is monitored. Said fee shall be 5% of the TIF annual payment to the **Village** per **Exhibit D**.

The Facilitators Fee shall be collected for 15 years

First year collection will begin the year the Putnam County Auditor adds the abatement to the real estate tax card.

8. **Monitoring Fee:**

The **Village** agrees that a monitoring fee in the amount of One Hundred Dollars (\$100.00) shall be paid by the **Village** to the Putnam County Community

Initials of the signed parties:

Business _____ Village RDM
School _____ JVS _____ PCIC _____

2021

**SERVICE PAYMENT AGREEMENT
EBAR XOR LLC - 2021**

THIS SERVICE PAYMENT AGREEMENT (the **Agreement**) dated as 22 day of November, 2021 by and between **Village of Ottoville, Ohio**, (hereinafter referred to as the **Village**) and **Ebar Xor LLC - 2021** (hereinafter referred to as the **Business**).

WITNESSETH THAT:

WHEREAS, the **Business** constructed a new commercial facility (the "**Project**") consisting of a 80' x 60' smokehouse building on parcel 27-138000.0000 (the **Property**) located within the **Village**, which **Property** is described in within **Exhibit B**, a commercial facility (the **Project**), described in **Exhibit A**; and

WHEREAS, the **Village** wishes to facilitate development of the **Project** by providing certain public infrastructure improvements and continued maintenance that will benefit the **Project**, which improvements (the **Public Improvements**) are more fully described within **Exhibit C**; and

WHEREAS, the **Village** and **Business** jointly wish to cause a portion of the **Project's** taxes to be redirected for said **Public Improvements** to the extent provided herein; and

WHEREAS, the **Village** and the **Business** jointly wish to provide for payment by the **Business** annual service payments in lieu of property taxes, which payments shall be made available to the **Village** for the payment of costs associated with the improvements and maintenance of the **Public Improvements**; and

WHEREAS, the **Village** adopted Resolution No. 2021-15 on the 22 day of November, 2021 declaring the **Project** to be a public purpose, exempting (redirecting) 100% of the **Project** from real property taxation, and authorizing the execution of this **Incentive Schedule/Spreadsheet** per **Exhibit D**; and

WHEREAS, the **Village** has granted the **Business**, under a TIF Agreement, a 100% exemption (redirection) of real property taxes for a period of 15 (fifteen) years.

NOW, THEREFORE, in consideration of the premises and the mutual covenants expressed herein, the **Village** and the **Business** agree as follows:

1. The **Village** and **Business** shall establish to their mutual satisfaction a **Development Schedule** for commencement and completion of the **Project**.

Initials of the signed parties:

Business _____

Village _____

School _____

JVS _____

PCIC _____

Improvement Corporation (PCCIC) once per year for each year the Agreement is in effect.

The Monitoring Fee shall be collected for 15 years
(2022-2036)

Initials of the signed parties:

Business _____

Village

RDM

School _____

JVS

PCIC

BUSINESS:

Ebar Xor LLC - 2021, 10425 Ridge Road, Delphos, Ohio 45833

SCHOOLS:

Ottoville Local School District, PO Box 248, Ottoville, Ohio 45876

Vantage Career Center, 818 North Franklin Street, Van Wert, Ohio 45891

VILLAGE :

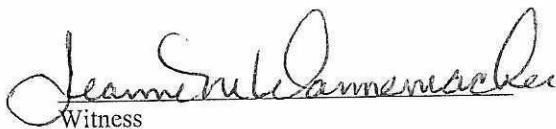
Village of Ottoville, 150 Park Drive, PO Box 488, Ottoville, Ohio 45876

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

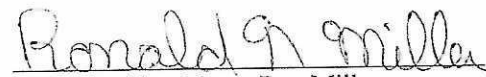
Witness

Authorized by:
Ebar Xor LLC - 2021. Michelle Rabe

Date



Witness



Authorized by: Mayor Ron Miller
Village of Ottoville

11-22-2021

Date

Witness

Authorized by: Scott Mangas, Supt.
Ottoville Local School District

Date

Witness

Authorized by: Rick Turner, Supt.
Vantage Career Center

Date

Witness

Authorized by: Amy Sealts
Put. County Community Improvement Corporation

Date