

ORDINANCE NO. 19-3620

AN ORDINANCE APPROVING AND AUTHORIZING THE VILLAGE
MANAGER TO EXECUTE A COMMUNITY REINVESTMENT AREA
TAX EXEMPTION AGREEMENT WITH JUST JAAX, LLC,
THEREBY AUTHORIZING A 15-YEAR TAX EXEMPTION FOR 50% OF
THE VALUE OF COMMERCIAL IMPROVEMENTS TO BE
CONSTRUCTED IN CONNECTION WITH THE CONSTRUCTION OF
A VETERANIRY REDEVELOPMENT ON REAL PROPERTY WITHIN
THE VILLAGE, AND DECLARING AN EMERGENCY

WHEREAS, to encourage the development of real property, the Village Council (the "Council") of the Village of Silverton, Ohio (the "Village"), by Ordinance No. 08-3278, as amended by Ordinance No. 16-3506, designated certain real property within the Village as a Commercial Community Reinvestment Area (the "Commercial CRA"), pursuant to Sections 3735.65 through 3735.70 of the Ohio Revised Code (the "Act"); and

WHEREAS, Just Jaax, LLC (the "Company"), desires to construct a veteranry clinic within the Commercial CRA (the "Project"), a portion of which consists of a commercial office/retail building (the "Improvements"), provided that the appropriate development incentives are available to support the economic viability of the Improvements; and

WHEREAS, pursuant to Section 3735.67 of the Ohio Revised Code, the Company has submitted to the Village an application for consideration of a real property tax exemption with respect to the Improvements in the amount of fifty percent (50%) of the assessed valuation of the Improvements for a period of fifteen (15) years (the "Application"), which Application was received by the Housing Officer of the Village on May 6, 2019; and

WHEREAS, to provide an appropriate development incentive for the Improvements, and the Project generally, the Housing Officer of the Village has recommended a Community Reinvestment Area Agreement (the "CRA Exemption Agreement"), in substantially the form attached hereto as *Exhibit A*, in order to authorize the applicable real property tax exemption for the Improvements; and

WHEREAS, the Improvements will be located in the Cincinnati City School District (the "School District") and the Great Oaks Career Campuses Joint Vocational School District, and the respective boards of education of each such school district have been notified in accordance with Section 5709.83 of the Ohio Revised Code by letters dated _____, 2019 been provided a copy of the Application; and

WHEREAS, pursuant to Section 3735.671(A)(2), the CRA Exemption Agreement contemplates a real property tax exemption in the amount of fifty percent (50%) of the value of the Improvements and, thus, is not subject to the approval of the School District;

NOW, THEREFORE, BE IT ORDAINED BY COUNCIL OF THE VILLAGE OF SILVERTON, HAMILTON COUNTY, OHIO, WITH AT LEAST THREE-FOURTHS OF THE MEMBERS ELECTED THERETO CONCURRING:

SECTION 1. That this Council approves the CRA Exemption Agreement and the real property tax exemption contemplated thereby, which agreement authorizes a real property tax exemption in the amount of fifty percent (50%) of the assessed value of the Improvements for a period of fifteen (15) years.

SECTION 2. That this Council authorizes the Village Manager to: (i) execute the CRA Exemption Agreement on behalf of the Village in substantially the form of *Exhibit A* attached hereto; (ii) forward on behalf of this Council a copy of the CRA Exemption Agreement, within 15 days after execution thereof, to the Director of the Ohio Development Services Agency, in accordance with Section 3735.671(F) of the Ohio Revised Code; (iii) submit on behalf of this Council annual reports on the CRA Exemption Agreement to the Director of the Ohio Development Services Agency and the Board of Education of the School District, in accordance with Section 3735.672 of the Ohio Revised Code; and (iv) take all necessary and proper actions to fulfill the Village's obligations under the CRA Exemption Agreement.

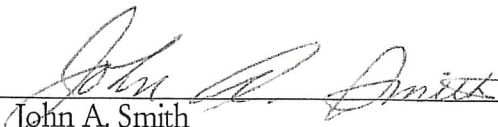
SECTION 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.


SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, welfare, and safety of the inhabitants of the Village, which requires the immediate approval of the CRA Exemption Agreement in order to facilitate economic development in the Village, all in accordance with and in furtherance of the current development plan of the Village. The Ordinance shall take effect immediately upon adoption.

[Remainder of page intentionally left blank]

ADOPTED: August 1, 2019.

CERTIFIED:

Signature: 
Printed Name: John A. Smith
Title: Mayor

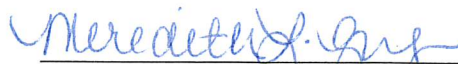
Signature: 
Printed Name: Meredith L. George
Title: Clerk of Council

Approved as to form only:

Signature: 
Printed Name: Bryan E. Pacheco
Title: Village Solicitor

CERTIFICATE

The undersigned hereby certifies that the foregoing is a true and correct copy of Ordinance No. 19 - 3620.



Clerk of Council, Village of Silverton,
Hamilton County, Ohio

CERTIFICATE

The undersigned hereby certifies that a copy of the foregoing Ordinance and an executed copy of the CRA Exemption Agreement was certified this day to the Director of the Ohio Development Services Agency.



Clerk of Council, Village of Silverton,
Hamilton County, Ohio

Dated: Aug 1, 2019

EXHIBIT A

CRA EXEMPTION AGREEMENT

EXTRACT FROM MINUTES OF MEETING

The Council of the Village of Silverton, Ohio, met in Regular session, at 7:00 p.m., on the 1st day of August, 2019, at 6943 Montgomery Road, Silverton, Ohio, with the following members present:

Mrs. Hackett-Austin
Mr. Wilson
Mrs. Thompson

Mr. Quarry
Mrs. Williams

There was presented and read to Council Ordinance No. 19 - 3620, entitled:

AN ORDINANCE APPROVING AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A COMMUNITY REINVESTMENT AREA TAX EXEMPTION AGREEMENT WITH JUST JAAX, LLC, THEREBY AUTHORIZING A 15-YEAR TAX EXEMPTION FOR 50% OF THE VALUE OF COMMERCIAL IMPROVEMENTS TO BE CONSTRUCTED IN CONNECTION WITH THE CONSTRUCTION OF A VETERANIRY REDEVELOPMENT ON REAL PROPERTY WITHIN THE VILLAGE, AND DECLARING AN EMERGENCY

Mrs. Thompson moved to suspend the rule requiring each ordinance or resolution to be read on two different days. Mr. Wilson seconded the motion and, the roll being called upon the question, the vote resulted as follows:

Mrs. Williams then moved that Ordinance No. 19 - 3620 be adopted. Mrs. Thompson seconded the motion and, the roll being called upon the question, the vote resulted as follows:

Mrs. Hackett-Austin - Aye
Mr. Wilson - Aye
Mrs. Thompson - Aye

Mr. Quarry - Aye
Mrs. Williams - Aye

The Ordinance was declared adopted Aug 1, 2019.

CERTIFICATE

The undersigned, Clerk of Council of the Village of Silverton, Ohio, hereby certifies that the foregoing is a true and correct extract from the minutes of a meeting of the Council of the Village of Silverton, Ohio, held on Aug 1, 2019, to the extent pertinent to consideration and adoption of the above-entitled legislation.

Meredith L. Gump

Clerk of Council, Village of Silverton,
Hamilton County, Ohio

Exhibit A

COMMUNITY REINVESTMENT AREA AGREEMENT

THIS COMMUNITY REINVESTMENT AREA AGREEMENT (this "Agreement") is made and entered into by and between the **VILLAGE OF SILVERTON, OHIO** (the "Village"), an Ohio municipal corporation, with its principal office located at 6943 Montgomery Road, Silverton, Ohio 45236, and **Just Jaax, LLC**, an Ohio limited liability company with its principal office located at 1090 Klondyke Road, Milford, Ohio 45150 (the "Developer"), under the following circumstances:

WHEREAS, the Village, through the adoption of Ordinance No. 08-3278 on December 18, 2008, as amended by Ordinance No. 16-3506 adopted on May 19, 2016 (the "Commercial CRA Ordinance"), designated the area within which the Project (hereinafter defined) will be located as a Commercial Community Reinvestment Area (the "Commercial CRA") to encourage the development of real property in the Commercial CRA, pursuant to Sections 3735.65 through 3735.70 of the Ohio Revised Code (the "Act"); and

WHEREAS, in accordance with the Act, the Director of the Ohio Development Service Agency ("ODSA") has forwarded to the Village the Director's determinations, dated January 28, 2009 and July 12, 2016, stating that the findings contained in the Commercial CRA Ordinance are valid and that the Commercial CRA is a "community reinvestment area" under the Act; and

WHEREAS, in connection with the Project, the Developer intends to acquire the real property located at 6952 Plainfield Road (the "Project Site"), which Project Site is within the boundaries of the Commercial CRA; and

WHEREAS, the Developer has proposed to construct a veterinary office on the Project Site, within the boundaries of the Village, as more fully described in Section 1 hereof (the "Project"), provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, the Act and the Commercial CRA Ordinance provide that the terms of any real property exemption on commercial or industrial real property must be set forth in a writing; and

WHEREAS, the Village, having appropriate authority under the Act for this type of project, agrees (as provided herein and subject to all conditions herein) to provide the Developer with the tax exemption incentives stated herein, available under the Act, for development of the Project Site; and

WHEREAS, the Developer has submitted a proposed application for this Agreement (which is attached hereto as *Exhibit I*) to the Village (the "Application") and remitted to the Village the required state application fee of \$750.00, which fee shall be forwarded to ODSA together with this Agreement upon execution hereof; and

WHEREAS, upon completion of construction of the Improvements (as defined herein) and issuance of an occupancy permit, the Housing Officer of the Village (the "Housing Officer") will verify the construction of the Improvements and the facts asserted in the Application and will determine if said construction meets the requirements for an exemption under the Act; and

WHEREAS, the Project Site is located in the Cincinnati City School District (the "School District") and Great Oaks Career Campuses Joint Vocational School District (the "JVSD"), and the Boards of Education of each of the School District and the JVSD have been notified in accordance with Section

5709.83 of the Ohio Revised Code by letters dated _____, 2019 and been provided a copy of the Application; and

WHEREAS, Developer anticipates that the payroll from new employees (as defined in Section 5709.82(A)(1) of the Ohio Revised Code) in connection with the Improvements will not equal or exceed \$1,000,000; therefore, the Village will not separately undertake to negotiate, approve, authorize, and execute an agreement with the School District, or otherwise defer to the payments required by statute to be made to the School District to provide for compensation to the School District; and

WHEREAS, in determining to authorize this Agreement, the Village Council of the Village has acted in material reliance on the Developer's representation in the Application and herein regarding the Improvements, including, but not limited to, the number of jobs to be created, the redevelopment of the Project Site, and the Project's effect in promoting the general welfare of the people of the Village by, for example, encouraging the development of real property located in the Commercial CRA and thereby promoting economic growth and vitality in the Village; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties herein agree as follows:

SECTION 1. The Developer currently intends to construct a veterinary office on the Project Site as part of the Project, which Project shall consist generally of (i) \$150,000 of renovation to the structure; and (ii) an investment of \$185,000 in equipment, furnishings, and fixtures (collectively, the "Improvements"), to commence after execution of this Agreement. The Improvements are expected to be completed no later than July 31, 2020. In connection with the Improvements, the Developer intends to acquire the Project Site at a cost of \$25,700 and supply the completed Project with \$30,000 of inventory of medical and veterinary supplies.

SECTION 2. Subject to the satisfaction of the conditions set forth in this Agreement and actual acquisition, construction, renovation and/or equipping of the Improvements, the Village approves the exemption from real property taxation, pursuant to the Act and the Commercial CRA Ordinance, of fifty percent (50%) of the amount by which the Improvements increase the assessed value of the Project Site as determined by the Hamilton County Auditor, for a period of fifteen (15) years. Upon receipt of a notice of completion of the Improvements, to be provided by the Developer and receipt of an occupancy permit, the Housing Officer shall verify the construction of the Improvements and the facts asserted in the Application and shall determine whether the construction of the Improvements meets the requirements for the exemption authorized by this Agreement. If so verified, the Housing Officer shall forward this Agreement to the Hamilton County Auditor with the necessary direction by the Housing Officer to exempt the Improvements from real property taxation. Subject to the conditions set forth in this Agreement and the actual construction of the Improvements, the exemption commences the first tax year for which the Improvements would first be taxable were the Improvements not exempted from taxation. The dates provided in this paragraph refer to tax years in which the subject property is assessed, as opposed to years in which taxes are billed. No exemption shall commence after tax year 2021 nor extend beyond the end of the 15th year of the exemption.

SECTION 3. The Developer shall use the Improvements, if constructed, solely for the purposes described in Section 1 hereof and shall properly maintain and repair the Improvements throughout the period of tax exemption authorized herein. The Developer authorizes the Housing Officer or the Housing Officer's designee, to enter upon the Project Site as reasonably required to perform inspections of the Improvements in accordance with Section 3735.68 of the Ohio Revised Code.

SECTION 4. As required by Section 3735.671(C)(2) of the Ohio Revised Code, the Developer shall pay such real property taxes as are not exempted under this Agreement and are charged against the Project Site and shall file all tax reports and returns as required by law. If the Developer fails to pay such taxes or file such returns and reports, exemptions from taxation granted or authorized under this Agreement are rescinded beginning with the year for which such unpaid taxes are charged or such reports or returns are required to be filed and continuing thereafter.

SECTION 5. As required by Section 3735.671(C)(3) of the Ohio Revised Code, the Developer certifies that at the time this Agreement is executed, the Developer does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio (the "State"), and does not owe delinquent taxes for which the Developer is liable under Chapters 5733, 5735, 5739, 5741, 5743, 5747 or 5753 of the Ohio Revised Code, or if such delinquent taxes are owed, the Developer currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against the Developer. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

SECTION 6. In accordance with Section 9.66 of the Ohio Revised Code, (a) the Developer affirmatively covenants that it does not owe: (I) any delinquent taxes to the State or to a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; or (iii) any other moneys to the State, a State agency or a political subdivision of the State that are past due, regardless of whether the amounts owed are being contested in a court of law or not; (b) the Developer authorizes the Village and/or the State to inspect the personal and/or corporate financial statements of the Developer, including tax records and other similar information not ordinarily open to public inspection; and (c) the Developer authorizes the Ohio Environmental Protection Agency and the Ohio Department of Taxation to release information to the Village and or other State departments in connection with the above statements. As provided by statute, a knowingly false statement under this Section may be prosecuted as a first degree misdemeanor under Section 2921.13 of the Ohio Revised Code, may render the Developer ineligible for any future economic development assistance from the State or any political subdivision of the State, and will result in the Village requiring the Developer's repayment of any assistance provided by the Village in connection with the Project.

SECTION 7. As required by Section 3735.671(C)(4) of the Ohio Revised Code, upon specific request from the Developer, the Village shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

SECTION 8. As provided in Section 3735.671(C)(5) of the Ohio Revised Code, if for any reason the Village revokes the designation of the Commercial CRA as a "community reinvestment area" under the Act, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless the Developer materially fails to fulfill its obligations under this Agreement and the Village terminates or modifies the exemptions from taxation authorized pursuant to this Agreement. The Village agrees to provide the Developer with advance written notice of its intention to revoke the designation of the Commercial CRA as a "community reinvestment areas" under the Act and the Village further agrees not to formally make such revocation until the expiration of any applicable Cure Period as a result of a Default.

SECTION 9. The Developer acknowledges that this Agreement is subject to the review of the ODSA for purposes of enforcing Section 3735.671(E) of the Ohio Revised Code. The Developer

acknowledges that the Village does not give any guarantee or assurance that the exemption approved in this Agreement will be so approved, and the Developer agrees that in no event shall the Developer seek to hold the Village liable in any way in the event such exemption is not granted or implemented, including, without limitation, as a result of a determination by the ODSA that there has been a violation of Section 3735.671(E) of the Ohio Revised Code.

SECTION 10. As provided in Section 3735.671(C)(6) of the Ohio Revised Code, if the Developer materially fails to fulfill its obligations under this Agreement (after written notice to the Developer by the Village and the expiration of the Cure Period), or if the Village determines that the certification as to delinquent taxes required by this Agreement (Section 5 hereof) or the covenant of satisfaction of tax and other obligations (Section 6 hereof) is fraudulent (any of the aforesaid events shall hereinafter be referred to as a "Default"), the Village may terminate or modify the exemptions from taxation granted or authorized under this Agreement. A modification of exemption may be in the form of reduction in the number of years that eligible property is exempt and/or a reduction in the exemption percentage. The Village shall provide written notice to the Developer prior to finding the Developer in Default under this Section. The notice shall provide the Developer with thirty (30) days (plus a reasonable time thereafter, not to exceed 120 days, if 30 days is not reasonably sufficient to cure and the Developer is diligently pursuing such cure) to cure the Default (the "Cure Period") prior to Village termination or modification of the exemptions under this Agreement. In the event of such termination or modification, the Village is authorized to so notify the appropriate taxing authorities in order to affect the termination or modification. Amounts due and not paid when due under this Section 10 shall bear interest at the rate specified in Section 1343.03(A) of the Ohio Revised Code (as in effect on the date of the Village's payment demand).

SECTION 11. As required by Sections 3735.671(C)(7) and 5709.85 of the Ohio Revised Code, the Developer shall provide to the Village's Tax Incentive Review Council (or to the Village Manager if so requested by the Village) any information reasonably required by the Village Council or the Village Manager to evaluate the Developer's compliance with this Agreement, including returns filed pursuant to Section 5711.02 of the Ohio Revised Code, if requested by the Village Council or Village Manager. The performance of the Developer's obligations stated in this Agreement shall be subject to annual review by the Village's Tax Incentive Review Council (the "Annual Review and Report"). The Developer shall submit information to the Village in writing for the Annual Review and Report to the Village no later than March 1 of each year.

SECTION 12. Pursuant to Section 3735.68 of the Ohio Revised Code, the Housing Officer shall make annual inspections of the properties within the Commercial CRA upon which are located structures or remodeling for which an exemption has been granted under Section 3735.67 of the Ohio Revised Code. If the Housing Officer finds that the Project Site has not been properly maintained or repaired due to the neglect of the Developer, the Housing Officer may revoke the exemption at any time after the first year of exemption with respect to future years in the event such failure is not cured within the Cure Period. If the Developer has materially failed to fulfill its obligations under this Agreement and not cured such failure within the Cure Period, or if the owner is determined to have violated Section 3735.671(E) of the Ohio Revised Code (see paragraph below), Village Council, subject to the terms of this Agreement, may revoke the exemption at any time after the first year of exemption with respect to future years. The Housing Officer or Village Council shall notify the Hamilton County Auditor and the Developer that the tax exemption no longer applies. If the Housing Officer or Village Council revokes a tax exemption, the Housing Officer shall send a report of the revocation to the Commercials Housing Council and to the Tax Incentive Review Council established pursuant to Sections 3735.69 or 5709.85 of the Ohio Revised Code, containing a statement of the findings as to the maintenance and repair of the Project Site, failure to fulfill obligations under this Agreement, or violation of Section 3735.671(E) of the Ohio Revised Code, and the reason for revoking the exemption.

The Developer represents and warrants to the Village that it is not prohibited by Section 3735.671(E) of the Ohio Revised Code from entering into this Agreement. As required by Section 3735.671(C)(9) of the Ohio Revised Code, exemptions from taxation granted or authorized under this Agreement shall be revoked if it is determined that the Developer, any successor to the Developer or any related member (as those terms are defined in Section 3735.671(E) of the Ohio Revised Code) has violated the prohibition against entering into this Agreement under Section 3735.671(E) of the Ohio Revised Code or under Sections 5709.62 or 5709.63 of the Ohio Revised Code prior to the time prescribed by either of those sections.

SECTION 13. As required in connection with Section 9.66(C) of the Ohio Revised Code, the Developer affirmatively covenants that it has made no false statements to the State or the Village in the process of obtaining approval for this Agreement. If any representative of the Developer has knowingly made a false statement to the State or the Village to obtain approval for this Agreement, or if the Developer fails to provide any information expressly required under the application for the exemption authorized by this Agreement, the Developer shall be required to immediately return all benefits received under this Agreement (by payment of the amount of taxes exempted hereunder, paid as directed by the Village within thirty (30) days of written demand) and the Developer shall be ineligible for any future economic development assistance from the State, any State agency or any political subdivision of the State pursuant to Section 9.66(C)(1) of the Ohio Revised Code. Amounts due and not paid under this Section 13 shall bear interest at the rate of eight percent (8%) per annum. Any person who provides a false statement to secure economic development assistance (as defined in Section 9.66 of the Ohio Revised Code) may be guilty of falsification, a misdemeanor of the first degree, pursuant to Section 2921.13(F)(1) of the Ohio Revised Code, which is punishable by fine of not more than \$1,000 and/or a term of imprisonment of not more than six (6) months.

SECTION 14. The Developer covenants that, to the best of the Developer's knowledge, no employee of the Village has any personal interest, direct or indirect, in any matters pertaining to the Project, and the Developer agrees to take appropriate steps to prevent any employee of the Village from obtaining any such interest throughout the term of this Agreement.

SECTION 15. As authorized by Section 3735.671(D) of the Ohio Revised Code, the Developer shall pay an annual fee of the greater of \$500 or one percent (1%) of the annual taxes exempted under this Agreement, but not to exceed \$2,500 per annum. This fee is due with submission of the information for Annual Review and Report by March 1 of each year.

SECTION 16. As provided in Section 3735.671(E) of the Ohio Revised Code, if, prior to the expiration of the term of this Agreement, the Developer discontinues operations at the Project Site so that the Project is no longer being used for the purposes described in Section 1 hereof, then the Developer, its successors, and any related member shall not enter into an agreement under Sections 3735.671, 5709.62, 5709.63 or 5709.632 of the Ohio Revised Code, and no legislative authority shall enter into such an agreement with the Developer, its successors or any related member prior to the expiration of five (5) years after the discontinuation of operations. As used in this Section 16, "successors" and "related member" shall have the meanings set forth in Ohio Revised Code Section 3735.671(E).

SECTION 17. Unless otherwise specified herein, each party shall address written notices, demands and communications in connection with this Agreement to the other party as follows (or to such other address as is communicated in accordance with this Section):

To the Village:

Village of Silverton
Attention: Housing Officer
6943 Montgomery Road
Silverton, Ohio 45236

With a copy to:

Dinsmore & Shoal LLP
255 E. 5th Street, Suite 1900
Cincinnati, Ohio 45202
Attn: Bryan Pacheco, Village Solicitor

To the Developer:

Dr. Jennifer Jaax
1090 Klondyke Road,
Milford, Ohio 45150

SECTION 18. The Developer agrees to acknowledge the support of the Village on construction signs located on the Project Site.

SECTION 19. This Agreement and the exhibits attached hereto constitute the entire agreement between the Village and the Developer with respect to the subject matter herein, superseding any prior or contemporaneous agreement with respect thereto.

SECTION 20. This Agreement is entered into and is to be performed in the State. The Village and the Developer agree that the law of the State of Ohio shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.

SECTION 21. The Village's waiver of any breach by the Developer of any provision of this Agreement shall not constitute or operate as a waiver by the Village of any other breach of such provision or of any other provisions, nor shall any failure or delay by the Village to enforce any provision hereof operate as a waiver of such provision or of any other provision.

SECTION 22. This Agreement shall be severable; if any part or parts of this Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

SECTION 23. This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

SECTION 24. As required by Section 3735.671(C)(8) of the Ohio Revised Code, except as hereinafter set forth, this Agreement is not transferable or assignable by the Developer without the express written approval of the Village Manager of the Village. Notwithstanding the foregoing, this Agreement is assignable without the consent of the Village or approval of the Village Manager if consent to the transfer of the Improvements is not required by the Development Agreement. Failure to assign or otherwise perform the Developer's obligations hereunder upon transfer of the Project Site during the term of the tax abatement authorized by this Agreement shall be basis for revocation of the tax exemption under Section 10 hereof.

SECTION 25. At its election, the Village may record this Agreement at the Village's expense in the Hamilton County Recorder's Office.

SECTION 26. As provided in Section 3735.671(C)(10) of the Ohio Revised Code, the Developer and the Village acknowledge that this Agreement must be approved by formal action of the Village Council of the Village as a condition for this Agreement to take effect. Notwithstanding anything to the contrary herein, this Agreement shall take effect after the later of the date of such approval or the final date of execution of this Agreement by all parties.

SECTION 27. The Developer represents and warrants that (a) it is duly organized and existing and it has full power and authority to take, and has taken, all action necessary to execute and deliver this Agreement and any other documents required or permitted to be executed or delivered by it in connection with this Agreement, and to fulfill its obligations hereunder; (b) no notices to, or consents, authorizations or approvals of, any person are required (other than any already given or obtained) for its due execution, delivery and performance of this Agreement; and (c) this Agreement has been duly executed and delivered by it and constitutes the legal, valid and binding obligation of the Developer.

SECTION 28. Pursuant to Section 3735.70 of the Ohio Revised Code, a person aggrieved under the Act or this Agreement may appeal to the Commercial CRA Housing Council, which shall have the authority to overrule any decision of the Housing Officer. Appeals may be taken from a decision of the Village Council to the Court of Common Pleas of Hamilton County.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Village and the Developer have caused this instrument to be executed on this ____ day of _____, 2019.

VILLAGE OF SILVERTON, OHIO,
the Village

By: _____



Name: Tom Carroll

Title: Village Manager

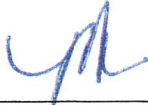
JUST JAAX, LLC,
the Developer

By: _____

Name: _____

Title: _____

Approved as to Form:



Bryan Pacheco, Village Solicitor

EXHIBIT I

COMMERCIAL CRA EXEMPTION APPLICATION



VILLAGE OF SILVERTON COMMUNITY REINVESTMENT AREA
COMMERCIAL EXEMPTION APPLICATION

PROPOSED AGREEMENT for Community Reinvestment Area Tax Incentives between the Village of Silverton, Hamilton County, Ohio, and Just Jaax, LLC dba Jaax Veterinary Hospital
(property owner)

1. a. Name of property owner, mailing address, contact person, and telephone number and email (attach additional pages if multiple participants).

Just Jaax, LLC Property Owner
1070 Klondike Road, Milford, OH 45150 Address
Jennifer Jaax Contact Person
(513) 443-6762 Phone
jaaxvet@gmail.com Email

b. Project site (attach exhibit for additional parcels):

6952 Plainfield Road Address
602 - 0087 - 0261 - 00 County Auditor's Parcel Number(s)

2. a. Describe the nature of the proposed commercial activity to be conducted at the site.

Veterinary Clinic

b. Primary 6 digit North American Industry Classification System (NAICS Code): 541940

Other relevant NAICS numbers: _____

c. If the project involves a business consolidation, what are the components of the consolidation? (describe the location, assets and employment positions to be transferred):

None

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

LLC, Sole proprietor

3. Name(s) of principal owner(s) (25% or more) or officers of the business:

Jennifer L. Jaax

(continued on next page)

4. a. Current employment level at the proposed project site: 0
- b. Will the project involve the relocation of employment positions or assets from one Ohio location to another?
 Yes _____ No X
- c. If yes, identify the location(s) from which employees or assets will be relocated:
N/A
- d. Business's current employment level at site(s) to be relocated:
0
- e. Business's current assets at site(s) to be relocated:
0
- f. What is the projected impact of the relocation in terms of income and property tax loss?
0

5. Does the Property Owner owe:

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

Yes _____ No X

If yes, to whom and how much?

b. Any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State?

Yes _____ No X

If yes, to whom and how much?

c. Any other moneys to the State, a State agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not?

Yes _____ No X

If yes, to whom and how much?

(continued on next page)

- d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets).
6. Project Description: Renovation of current site from 50% operated retail space to full service veterinary facility
7. The Project will begin on or around June, 2019, and is expected to be completed on or around September, 20 19, should the tax exemption be provided.
8. a. Estimate the number of new employees that will be created at the project site (job creation projection must be itemized by the name of the employer, full and part-time and permanent and temporary):
- Just Tax, LLC: Full-time / permanent (3)
Part-time / permanent (1-2)
- b. Projected time frame for hiring: May - June
- c. Projected schedule for hiring (itemize by full and part-time and permanent and temporary employees):
- May: 1 FT / perm, 1 PT / perm.
9. a. Estimate the amount of annual payroll for new employees at project completion (new annual payroll must be itemized by full and part-time and permanent and temporary new employees):
\$ 45,000
- b. Estimate the amount of existing annual payroll that will be retained from the project:
\$ 0
10. Estimate the amount to be invested by the business to establish, expand, renovate or occupy a facility:
- | | | |
|--|----|-------------------|
| A. Acquisition of Buildings: | \$ | <u>25,750</u> |
| B. Additions/New Construction: | \$ | <u> </u> |
| C. Improvements to existing buildings: | \$ | <u>150,000</u> |
| D. Machinery & Equipment: | \$ | <u>175,000</u> |
| E. Furniture & Fixtures: | \$ | <u>10,000</u> |
| F. Inventory: | \$ | <u>30,000</u> |
| Total New Project Investment: | \$ | <u>380,750</u> |

(continued on next page)

11. a. The business requests the following tax exemption incentives:

50 % real property tax exemption for a period of 10 years covering the real property set forth in Section 1.b above.

b. Reasons for requesting tax incentives (be quantitatively specific as possible):

1. Small business expected to experience rapid growth with intent of permanent occupancy. Taking ownership from tax-exempt corp. to provide dramatic increase in city revenue even during growth phase.

Submission of this application expressly authorizes the Village of Silverton, Ohio (the "Village") to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including Section 5 above and to review applicable confidential records. As part of this application, the property owner may also be required to directly request from the Ohio Department of Taxation specific tax records, or complete an applicable waiver form allowing the Ohio Department of Taxation to release such records, and provide such information to the Village.

By signing below, the Applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware that Sections 9.66(C)(1) and 2921.13(D)(1) of the Ohio Revised Code provides for penalties for falsification of such information which could result in the forfeiture of all current and future economic development assistance benefits, as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

Jennifer L. Jaax
Name of Property Owner

4/24/2019
Date

[Signature]
Signature

Jennifer L. Jaax, Owner
Typed Name and Title

NOTE: A copy of this proposal must be forwarded by the Village to the board of education of each affected city, local, exempted village or joint vocational school district, along with notice of the meeting date on which the Village will review the proposal. Notice must be given at least fourteen (14) days prior to the scheduled meeting to permit the affected boards of education to appear and/or comment before the Village Council.

PLEASE PRINT OR TYPE

Date Received (office use only): _____