

CITY OF OBERLIN, OHIO

RESOLUTION No. R15-15 CMS

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDED ENTERPRISE ZONE AGREEMENT FOR REAL PROPERTY TAX ABATEMENT WITH CREEKSIDE PROPERTIES, LLC AND AGRINOMIX, LLC AND DECLARING AN EMERGENCY

WHEREAS, the Council of City of Oberlin by Ordinance No. 91-23 adopted on May 6, 1991 and as amended by Ordinance 91-76 adopted September 16, 1991 and as affirmed by the Board of County Commissioners of Lorain County, Ohio by Resolution No. 91-591, designated the entire City as an "Enterprise Zone" pursuant to Chapter 5709 of the Ohio Revised Code; and

WHEREAS, effective September 21, 1991, the Director of Development of the State of Ohio determined that the aforementioned area designated in said Ordinances Nos. 91-23 and 91-76 contained the characteristics set forth in Section 5709.61 (A) of the Ohio Revised Code and certified the City of Oberlin as an Enterprise Zone under said Chapter 5709; and

WHEREAS, the City of Oberlin has continued to encourage development of real property and the acquisition of personal property since the City of Oberlin was designated as an Enterprise Zone; and

WHEREAS, AgriNomix, LLC, ("Company") is desirous of expanding its facility in the City's Industrial Park at property owned by Creekside Properties, LLC and located at 300 Creekside Drive with up to 7,488 sq. ft. of additional office space (the "Project") provided that the appropriate development incentives are available to support the economic viability of said Project; and

WHEREAS, completion of the Project is necessary for the Company to invest in expansion of its operations which will result in the creation of a minimum of three (3) new permanent full-time jobs; and

WHEREAS, on June 16, 2015 the City Council unanimously voted to approve an Enterprise Zone Agreement be for expansion of the Agrinomix facility for manufacturing and that project has been completed on schedule; and

WHEREAS, on December 8, 2015 the City's Tax Incentive Negotiating Committee met and unanimously voted to recommend that an amended Enterprise Zone Agreement be approved consistent with the terms enumerated in the agreement attached to this Resolution as Exhibit "A"; and

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Oberlin, County of Lorain, State of Ohio, five-sevenths (5/7ths) of all members elected thereto concurring:



SECTION 1. That the City Manager is hereby authorized and directed to enter into an Enterprise Zone Agreement with Creekside Properties, LLC and AgriNomix, LLC for the expansion project in substantially the form attached hereto as **Exhibit "A"**.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this Resolution 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 meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Oberlin, or to provide for the usual daily operation of a municipal department to wit: to approve the execution of an Enterprise Zone Agreement to enable the scheduled commencement of the Project, and shall take effect immediately upon passage.


PASSED: 1st Reading: December 21, 2015 (E)

2nd Reading: _____

3rd Reading: _____

ATTEST:


BELINDA B. ANDERSON, MMC
CLERK OF COUNCIL



H. SCOTT BROADWELL
PRESIDENT OF COUNCIL

POSTED: 12/22/2015

EFFECTIVE DATE: 12/21/2015

I hereby certify that the foregoing is a true and correct copy of Resolution No. R15-15 CMS as passed by the Oberlin City Council.

Seal


BELINDA B. ANDERSON, MMC
CLERK OF COUNCIL, CITY OF OBERLIN, OHIO



LORAIN COUNTY

Board of Commissioners
Ted Kalo Lori Kokoski Matt Lundy

- County Administrator
James R. Cordes
440-329-5760
- Clerk of Board of Commissioners
Theresa Upton
440-329-5103
- Animal Control Officer
Timothy Pihlblad
440-326-5997
- Budget Director
Lisa Hobart
440-329-5201
- Charles Berry Bridge
Superintendent
Al Zocchi
440-244-2137
- Children & Family Council
Director
Melissa Stefano
440-284-4467
- Community Development
Director
Don Romancak
440-328-2323
- E-9-1-1 Director
Tracy Slagle
440-329-5444
- Emergency Management &
Homeland Security Director
Thomas Kelley
440-329-5117
- Facilities Management Director
Karen Davis
440-329-5102
- Golden Acres Administrator
Jeri Dull
440-988-7210
- Human Resources Department
440-329-5150
- IT Director
Ernie Smith
440-329-5786
- Lorain County Crime/Drug Lab
Director
Ermanuel de Leon
440-329-5636
- Lorain County Transit
440-329-5525
- Office of Sustainability
Coordinator
Michael Challender
440-328-2361
- Purchasing
440-329-5240
- Records Center Supervisor
Denise Lindak
440-326-4866
- Solid Waste Director
Keith Bailey
440-329-5442
- Workforce Development Director
Mike Longo
440-284-1834

January 21, 2016

01-26-16 09:29 RCVD



Daniel Strasser
Business Services Specialist
Office of Strategic Business Investments
Ohio Development Services Agency
77 South High Street
Columbus, Ohio 43215

Dear Mr. Strasser:

Lorain County Board of Commissioners by Resolution No. 16-34, adopted January 20, 2016 approved an Amended Enterprise Zone Tax Abatement Agreement between the City of Oberlin, Ohio and AgriNomix, LLC and Creekside Properties, LLC which calls for a 15,000 square foot addition to its Oberlin facility at a minimum of \$700,000.00 and creation of 8 new full time jobs. Abatement will be for ten (10) years on real property at 75% abatement.

Enclosed are the following documents;

- 1) City of Oberlin Ordinance No. R15-15 CMS, adopted December 21, 2015
- 2) Exhibit A – Ohio Enterprise Zone Agreement
- 3) Application
- 4) Notices to Oberlin & JVS Schools

Please advise this office of your approval and contact this office should you have any questions.

Yours truly,

Theresa L. Upton,
Clerk

tlu

Enclosure

Cc: Craig Snodgrass, Lorain County Auditor
Gayle Manning, State Senate
Nate Manning, State Representative
Belinda Anderson, Clerk – City of Oberlin
Jerry Good, LCCDD – Economic Development Coordinator
Oberlin City School District
LCJVS
AgriNomix, LLC & Creekside Properties, LLC
File
CERTIFIED MAIL: 91 7108 2133 3939 2332 5545

b10.

RESOLUTION NO. 16-34

In the matter of approving the Amended Enterprise)
 Zone Tax Abatement Agreement between the City of)
 Oberlin, Ohio, AgriNomix, LLC, and Creekside)
 Properties, LLC, which calls for a 15,000 square foot)
 Addition to its Oberlin facility at a minimum of)
 \$700,000.00, 5,148 to 7,488 office addition at a)
 Minimum of \$500,000, and creation of 8 new full)
 Time jobs. Abatement will be for ten (10) years on)
 Real property at 75% abatement.)

January 20, 2016

WHEREAS, Ohio Revised code Section 579.01 through 5709.66 authorized counties with the consent and agreement of affected municipalities, townships and villages therein to designate areas as Enterprise Zones; and

WHEREAS, the Council of City of Oberlin, Ohio entered into an Enterprise Zone Agreement on May 6, 1991, Ordinance No. 91-23 and as amended by Ordinance 91-76, adopted September 16, 1991, and as affirmed by the Board of County Commissioners of Lorain County, Ohio by Resolution No. 91-591, designating the area as an "Enterprise Zone" pursuant to Chapter 5709 of the Ohio Revised Code; and

WHEREAS, the City of Oberlin School District and the Lorain County Joint Vocational School Superintendent have been officially notified of the Enterprise Zone Tax Abatement Agreement; and

WHEREAS, the City of Oberlin, Ohio passed Ordinance No. R15-15 CMS on December 21, 2015 approving said Amended Agreement,

NOW, THEREFORE BE IT RESOLVED, by the Lorain County Board of Commissioners that after reviewing said agreements between the City of Oberlin, Ohio, AgriNomix, LLC., a Delaware Limited Liability Company, and Creekside Properties, LLC, an Ohio Limited Liability Company, we hereby approve the Ohio Enterprise Zone Agreement which reads as follows:

Amended OHIO ENTERPRISE ZONE AGREEMENT

This Amended Agreement (hereinafter "Agreement") is made and entered into by and between the City of Oberlin, Ohio, a municipal corporation, with its main offices located at Oberlin City Hall, 85 South Main Street, Oberlin, Ohio 44074 (hereinafter "Oberlin" or City), and AgriNomix, LLC, a Delaware Limited Liability Company (hereinafter "Company"), with its main offices located at 300 Creekside Drive, Oberlin, Ohio 44074 and Creekside Properties, LLC a Delaware Limited Liability Company with its primary offices located at 300 Creekside Drive, Oberlin, Ohio 44074 (hereinafter "Property Owner").

WITNESSETH:

WHEREAS, City of Oberlin, has encouraged development of real property and the acquisition of personal property located in the area designated as an Enterprise Zone; and

WHEREAS, the Company is desirous of building a new business expansion, i.e., construction of a new fifteen thousand 15,000 square foot addition to their current facility and an office expansion of between 5,148 square feet and 7,488 square feet on land currently owned by the Company and/or Property Owner (Lorain County, Ohio permanent parcel number 09-00-077-101-065) to house its expanding manufacturing, assembly, and wholesale distribution of automated farm and garden machinery and equipment for the commercial and residential markets_ hereinafter "Project" or "Project Site") within the boundaries of the aforementioned Enterprise Zone provided that the appropriate development incentives are available to support the economic viability of said Project; and

WHEREAS, completion of the Project is necessary for the Company to invest in expansion of operations which will result in the creation of a minimum of eight new permanent full-time job within the boundaries of the aforementioned Enterprise Zone, provided that the appropriate development incentives are available to support the economic viability of said Project; and

WHEREAS, the Council of City of Oberlin by Ordinance No. 91-23 adopted on May 6, 1991 and as amended by Ordinance 91-76 adopted September 16, 1991 and as affirmed by the Board of County Commissioners of Lorain County, Ohio by Resolution No. 91-591, designating the area as an "Enterprise Zone" pursuant to Chapter 5709 of the Ohio Revised Code; and

WHEREAS, effective September 21, 1991, the Director of Development of the State of Ohio determined that the aforementioned area designated in said Ordinances Nos. 91-23 and 91-76 contained the characteristics set forth in Section 5709.61 (A) of the Ohio Revised Code and certified said area as an Enterprise Zone under said Chapter 5709; and

WHEREAS, the City of Oberlin with the approval of Board of County Commissioners of Lorain County, Ohio has the appropriate authority for the stated type of project and is desirous of providing the Company and/or Property Owner with incentives available for the development of the Project in said Enterprise Zone under Chapter 5709 of the Ohio Revised Code; and

WHEREAS, the Company has submitted a proposed amended agreement application to the City of Oberlin/Lorain County, and said application (hereinafter "APPLICATION" and attached as Exhibit A)); and

WHEREAS, Company has remitted the required state application fee of \$750.00 made payable to the Ohio Development Services Agency with the application to be forwarded with the final agreement; and

WHEREAS, the City Manager of the City of Oberlin and Lorain County Economic Development have investigated the application of Company and has recommended the same to the Oberlin City Council (and The Board of County Commissioners of Lorain County, Ohio) on the basis that Company is qualified by financial responsibility and business experience to create and preserve employment opportunities in said Enterprise Zone and improve the economic climate of the City of Oberlin and Lorain County; and

WHEREAS, on December 8, 2015 the City's Enterprise Zone Negotiating Committee (the "Committee") met and unanimously voted to recommend that an Amended Agreement be approved consistent with the terms enumerated below; and

WHEREAS, the Project site as proposed by the Company is located in the Oberlin City School District and Lorain County Joint Vocation District and such Boards of Education of these school districts have been notified (Exhibits "B" and "C") in accordance with Ohio Revised Code Section 5709.83 and been given a copy of the Application; and

WHEREAS, pursuant to Section 5709.62(C), 5709.63(A), or 5709.632 and in conformance with the format required under Section 5709.631 of the Ohio Revised Code, the Parties hereto desire to set forth their agreement with respect to matters hereinafter contained:

NOW, THEREFORE, inconsideration 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:

1. The Company and/or Property Owners shall construct and equip a new fifteen thousand (15,000) square foot addition to its existing facility located at 300 Creekside Drive, Oberlin, Ohio 44074.
2. The Company and/or Property Owners shall construct and equip a new five thousand, one hundred, forty-eight (5,148) to seven thousand, four hundred, eighty-eight (7,488) square foot office addition to its existing facility located at 300 Creekside Drive, Oberlin, Ohio 44074

An estimate of the amount to be invested by the enterprise to expand and equip its expanding manufacturing and distribution facility is as follows:

	<u>Minimum</u>	<u>Maximum</u>
A. Acquisition of Building:		
B. Additions/New Construction:	\$1,200,000	\$1,450,000
C. Improvements to Existing Buildings:	NA	NA
D. Machinery and Equipment:	NA	NA
E. Furniture and Fixtures:	NA	NA
F. Inventory:	NA	NA
Total New Project Investment	\$1,200,000	\$1,450,000

The Company and/or Property Owner shall commence the Project on or before July 2015 and all acquisition, construction and installation will be completed by December 31, 2016, or such later date as may be approved by formal resolution both the Oberlin City Council and the Board of County Commissioners of Lorain County, Ohio and agreed to in writing by all parties as an amendment to this Agreement.

3. The total investment of this Expansion Project shall be greater than 10% of the market value of the facility assets owned at the Project Site prior to such expenditures, as provided in Exhibit A.
4. The Company shall create within a time period not exceeding three (3) years after the commencement of operation the hiring of eight new full-time employees based on the following schedule: in year one (1), two new full-time employees in year two (2), and four new full-time employees in year three (3).

Jobs by Year after construction	New Full-Time Positions	New Temporary/Part-Time Positions
Year 1	2	0
Year 2	2	0
Year 3	4	0

The increase in the number of employees will result in approximately \$337,000 of additional annual full-time payroll for the Company. The retention of 25 existing job full-time permanent jobs and the current additional temporary and part-time positions will result in a retained payroll of approximately \$1,395,715.

The Company and/or Property Owner shall create within a time period not exceeding 36 months after the commencement of construction of the aforesaid facility, the equivalent of eight (8) new full-time permanent job opportunities, 0 new part-time permanent job opportunities, 0 full-time temporary job opportunities and 0 part-time temporary job opportunities. And the Company and/or Property Owner will use its best efforts to retain its current staff of 25 full-time permanent jobs at their Oberlin facility.

The Company and/or Property Owner's schedule for hiring is as follows: create - 0 - new jobs during construction; 2 new full-time permanent jobs in the first year after project completion; 2 new full-time permanent jobs in year two after project completion; and 4 new full-time permanent job in year three after project completion. The job creation period begins not later than January 1, 2017 and all jobs will be in place by December 31, 2019.

The Company currently has 25 full-time permanent employees, 2 part-time permanent employees and 2 full-time temporary employees at the project site. In total, the Company has 25 full-time permanent employees, 2 part-time permanent employees and 2 full-time temporary employees in the State of Ohio.

5. The Company shall provide to the proper Tax Incentive Review Council any information reasonably required by the Council to evaluate the Company's compliance with this Agreement, including returns filed pursuant to section 5711.02 of the Ohio Revised Code, employment records or any other records that may be reasonably requested by the Council or its designated representative(s).

6. The Company and/or Property Owner agrees to deliver to the City annually, but not later than sixty (60) days after the end of each calendar (fiscal) year for which abatement is claimed, a certificate listing all Project elements, their estimated costs and states of completion as well as actual or estimated capitalization dates for each project element. This provision expires and no further reporting shall be required upon presentation of a final capitalization report being delivered to the City of Oberlin showing all project costs through project completion.

For purposes of this Section an internal project capitalization report from the Company is an acceptable reporting format.

7. Subject to compliance by the Company and Property Owner in all material respects with its obligations under this Agreement the City of Oberlin hereby grants to the Company and/or Property Owner a tax exemption for eligible real property improvements made to the Project Site pursuant to Sections 5709.62, 5709.63 or 5709.632 of the Ohio Revised Code for the increased appraised valuation of property improved as a result of construction and completion of the Project as follows:

<u>Year of Tax Exemption</u>	<u>Tax Exemption Amount</u>
Year 1	75%
Year 2	75%
Year 3	75%
Year 4	75%
Year 5	75%
Year 6	75%
Year 7	75%
Year 8	75%
Year 9	75%
Year 10	75%

The exemption commences the first year for which the real property would first be taxable were that property not exempted from taxation. Each appraisable improvement will receive a ten (10) year exemption period.

No real property exemption shall commence after January 1, 2017 or extend beyond December 31, 2026.

8. It is the responsibility of the Company or Property Owner to file, as appropriate, tax form DTE 24 or any other appropriate tax forms with the Lorain County Auditor to effect and maintain the real property exemption granted under this Agreement.
9. The Company and/or Property Owner hereby agrees to pay Lorain County, Ohio an annual fee equal to the greater of 1% of the dollar value of the tax exemption approved under this Agreement or five hundred dollars (\$500), and further agrees that in any year in which the value of the approved tax exemption exceeds two hundred fifty thousand dollars (\$250,000), the fee paid to the Lorain County shall not exceed two thousand five hundred dollars (\$2,500). The fee shall be made payable to Lorain County once per year for each year the Agreement is effective on the day and in the form of a Company check. This fee shall be deposited in a special fund created for such purpose and shall be used exclusively for the purpose of complying with O.R.C. Section 5709.68 and by the Council created under O.R.C. Section 5709.85 exclusively for the purposes of performing the duties prescribed under that Section.
10. The Company and/or Property Owner shall pay such real and tangible personal property taxes as are not exempted under this Agreement and are charged against such property and shall file all tax reports and returns as are required by law. If Company and/or Property Owner fails to pay such taxes or file such reports and returns, all incentives granted under this Agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.
11. The City of Oberlin 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.
12. If for any reason the Enterprise Zone designation expires, the Director of the Ohio Development Services Agency revokes certification of the zone; or City of Oberlin revokes the designation of the zone, entitlements granted under this Agreement shall continue for the number of years specified under the Agreement, unless Company and or Property Owner materially fails to fulfill its obligations under this Agreement or City of Oberlin terminates or modifies the exemptions from taxation granted under this Agreement.
13. If the Company and or Property Owner materially fails to fulfill its obligations under this Agreement, or if City of Oberlin determines that the certification as to delinquent taxes required by this Agreement is fraudulent, City of Oberlin may terminate or modify all exemptions from taxation granted under this Agreement and may require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under this Agreement.

The Company and/or Property Owner will be found in default of its obligations under this agreement if it does not substantially meet its investment and job creation/retention goals and remain in operation at those levels at the Project Site for a minimum of five years from the date of this Agreement. The penalty for facility closing or substantial reduction in investment and/or employment will be a finding of default and may require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under this agreement.

14. In any three-year period during which this agreement is in effect, if the actual number of employee positions created or retained by the Company and/or Property Owner is not equal to or greater than seventy-five percent of the number of employee positions estimated to be created or retained under this agreement during that three-year year period, the Company and or Property Owner shall repay the amount of taxes that would have been payable had the property not been exempted from taxation under this agreement during that three-year period. In addition, the City of Oberlin may terminate or modify the exemptions from taxation granted under this agreement.
15. The Company and Property Owner hereby certifies that at the time this Agreement is executed, Corporation each does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, does not owe delinquent taxes for which Company and or Property Owner is liable under Chapters 5733, 5735, 5739, 5741, 5743, 5747 or 5753 of the Revised Code, or, if such delinquent taxes are owed, Company and or Property Owner currently is paying all delinquent taxes pursuant to an undertaking enforceable by the State of Ohio 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 Company and or Property Owner. For the purposes of the 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.
16. Company and or Property Owner affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the state; (2) any monies to the state or a state agency for the administration or enforcement of any environmental laws of the state; and (3) any other monies to the state or 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.
17. Company and Property Owner and the City of Oberlin acknowledge that this Agreement must be approved by formal action of the legislative authority of the City of Oberlin and Lorain County as well as final approval by the State of Ohio as a condition for the Agreement to take effect. This Agreement takes effect upon such approvals.
18. The City of Oberlin and Lorain County has developed a policy to ensure that recipients of Enterprise Zone tax benefits practice non-discriminating hiring in its operations. By executing this Agreement, Company and or Property Owner is committing to following non-discriminating hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin or ancestry.
19. Exemptions from taxation granted under this Agreement shall be revoked if it is determined that Company and or Property Owner, any successor enterprise, or any related member (as those terms are defined in Section 5709.61 of the Ohio Revised Code) has violated the prohibition against entering into this Agreement under Division (E) of Section 3735.671 or Sections 5709.62, 5709.63 or 5709.623 of the Ohio Revised Code prior to the time prescribed by that division or either of those Sections.
20. The Company and/or Property Owner affirmatively covenants that it has made no false statements to the state or local political subdivision in the process of obtaining approval for the Enterprise Zone incentives. If any representative of Company and or Property Owner has knowingly made a false statement to the state or local political subdivision to obtain the Enterprise Zone incentives, Company and or Property Owner shall be required to immediately return all benefits received under the Enterprise Zone Agreement pursuant to O.R.C. Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the state, any state agency or a political subdivision pursuant to O.R.C. Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to O.R.C. Section 2921.13(D)(I), which is punishable by a fine of not more than \$1,000.00 and/or a term of imprison of not more than six months.

WHEREAS, pursuant to Section 5709.62(C), 5709.63(A), or 5709.632 and in conformance with the format required under Section 5709.631 of the Ohio Revised Code, the Parties hereto desire to set forth their agreement with respect to matters hereinafter contained:

NOW, THEREFORE, inconsideration 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:

1. The Company and/or Property Owners shall construct and equip a new fifteen thousand (15,000) square foot addition to its existing facility located at 300 Creekside Drive, Oberlin, Ohio 44074.
2. The Company and/or Property Owners shall construct and equip a new five thousand, one hundred, forty-eight (5,148) to seven thousand, four hundred, eighty-eight (7,488) square foot office addition to its existing facility located at 300 Creekside Drive, Oberlin, Ohio 44074

An estimate of the amount to be invested by the enterprise to expand and equip its expanding manufacturing and distribution facility is as follows:

	<u>Minimum</u>	<u>Maximum</u>
A. Acquisition of Building:		
B. Additions/New Construction:	\$1,200,000	\$1,450,000
C. Improvements to Existing Buildings:	NA	NA
D. Machinery and Equipment:	NA	NA
E. Furniture and Fixtures:	NA	NA
F. Inventory:	NA	NA
Total New Project Investment	\$1,200,000	\$1,450,000

The Company and/or Property Owner shall commence the Project on or before July 2015 and all acquisition, construction and installation will be completed by December 31, 2016, or such later date as may be approved by formal resolution both the Oberlin City Council and the Board of County Commissioners of Lorain County, Ohio and agreed to in writing by all parties as an amendment to this Agreement.

3. The total investment of this Expansion Project shall be greater than 10% of the market value of the facility assets owned at the Project Site prior to such expenditures, as provided in Exhibit A.
4. The Company shall create within a time period not exceeding three (3) years after the commencement of operation the hiring of eight new full-time employees based on the following schedule: in year one (1), two new full-time employees in year two (2), and four new full-time employees in year three (3).

Jobs by Year after construction	New Full-Time Positions	New Temporary/Part-Time Positions
Year 1	2	0
Year 2	2	0
Year 3	4	0

The increase in the number of employees will result in approximately \$337,000 of additional annual full-time payroll for the Company. The retention of 25 existing job full-time permanent jobs and the current additional temporary and part-time positions will result in a retained payroll of approximately \$1,395,715.

- 21. This Agreement is not transferable or assignable without the express written approval of the City of Oberlin and Lorain County.
- 22. Any notices, statements, acknowledgments, consents, approvals, certificates or requests on behalf of either party shall be made in writing and addressed as follows:

AS TO AGRINOMIX AND CREEKSIDE PROPERTIES, LLC:

AgriNomix, LLC
 Attention: Robert Lando
 300 Creekside Drive
 Oberlin, Ohio 44074

AS TO THE CITY OF OBERLIN: WITH COPY TO:

The City of Oberlin, Ohio
 Attention: City Manager
 85 South Main Street
 Oberlin, Ohio 44074

The City of Oberlin, Ohio
 Attention: Director of Development
 85 South Main Street
 Oberlin, Ohio 44074

AS TO LORAIN COUNTY:

Lorain County Community Development
 Attention: Director of Development
 226 Middle Avenue – 5th Floor
 Elyria, Ohio 44035

or to such other contact or address as may be specified by such notice from time to time in writing.

IN WITNESS WHEREOF, the City of Oberlin by Eric Norenberg, its City Manager pursuant to Ordinance No. R15-15 CMS and AgriNomix, LLC by Robert Lando, its Managing Member, and Creekside Properties, LLC by Robert Lando, its Managing Member have caused this agreement to be executed on this _____ day of _____, 2015.

THE CITY OF OBERLIN, OHIO
 By: S/Eric Norenberg, City Manager
 AGRINOMIX, LLC
 By: S/Robert Lando, Managing Member
 CREEKSIDE PROPERTIES, LLC
 By: S/Robert Lando, Managing Member

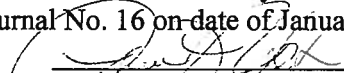
Consent of Lorain County: Subject to the conditions set forth above, and pursuant to Resolution Number 16-34, adopted by the Lorain County Board of Commissioners on January 20, 2016 they County hereby consents to the Agreement.

**THE BOARD OF COUNTY
 COMMISSIONERS OF LORAIN COUNTY
 OHIO**
 By: Matt Lundy, President

APPROVED AS TO FORM:
 S/Jon Clark (Law Director) – City of Oberlin

Motion by Lundy, seconded by Kalo to adopt Resolution. Upon roll call the vote taken thereon, resulted as: Ayes: all.
 Motion carried. _____ (discussion was held on the above)

I, Theresa L. Upton, Clerk to the Lorain County Board of Commissioners do hereby certify that the above Resolution No. 16-34 is a true copy as it appears in Journal No. 16 on date of January 20, 2016.


 Theresa L. Upton, Clerk

Amended OHIO ENTERPRISE ZONE AGREEMENT

This Amended Agreement (hereinafter "Agreement") is made and entered into by and between the City of Oberlin, Ohio, a municipal corporation, with its main offices located at Oberlin City Hall, 85 South Main Street, Oberlin, Ohio 44074 (hereinafter "Oberlin" or City), and AgriNomix, LLC, a Delaware Limited Liability Company (hereinafter "Company"), with its main offices located at 300 Creekside Drive, Oberlin, Ohio 44074 and Creekside Properties, LLC, a Delaware Limited Liability Company with its primary offices located at 300 Creekside Drive, Oberlin, Ohio 44074 (hereinafter "Property Owner").

WITNESSETH:

WHEREAS, City of Oberlin, has encouraged development of real property and the acquisition of personal property located in the area designated as an Enterprise Zone; and

WHEREAS, the Company is desirous of building a new business expansion, i.e., construction of a new fifteen thousand (15,000) square foot addition to their current facility and an office expansion of between 5,148 square feet and 7,488 square feet on land currently owned by the Company and/or Property Owner (Lorain County, Ohio permanent parcel number 09-00-077-101-065) to house its expanding manufacturing, assembly, and wholesale distribution of automated farm and garden machinery and equipment for the commercial and residential markets hereinafter "Project" or "Project Site") within the boundaries of the aforementioned Enterprise Zone provided that the appropriate development incentives are available to support the economic viability of said Project; and

WHEREAS, completion of the Project is necessary for the Company to invest in expansion of operations which will result in the creation of a minimum of eight (8) new permanent full-time jobs within the boundaries of the aforementioned Enterprise Zone, provided that the appropriate development incentives are available to support the economic viability of said Project; and

WHEREAS, the Council of City of Oberlin by Ordinance No. 91-23 adopted on May 6, 1991 and as amended by Ordinance 91-76 adopted September 16, 1991 and as affirmed by the Board of County Commissioners of Lorain County, Ohio by Resolution No. 91-591, designating the area as an "Enterprise Zone" pursuant to Chapter 5709 of the Ohio Revised Code; and

WHEREAS, effective September 21, 1991, the Director of Development of the State of Ohio determined that the aforementioned area designated in said Ordinances Nos. 91-23 and 91-76 contained the characteristics set forth in Section 5709.61 (A) of the Ohio Revised Code and certified said area as an Enterprise Zone under said Chapter 5709; and

WHEREAS, the City of Oberlin with the approval of the Board of County Commissioners of Lorain County, Ohio has the appropriate authority for the stated type of project and is desirous of providing the Company and/or Property Owner with incentives available for the development of the Project in said Enterprise Zone under Chapter 5709 of the Ohio Revised Code; and

WHEREAS, the Company has submitted a proposed amended agreement application to the City of Oberlin/Lorain County, and said application (hereinafter "APPLICATION" and attached as Exhibit A)); and

WHEREAS, Company has remitted the required state application fee of \$750.00 made payable to the Ohio Development Services Agency with the application to be forwarded with the final agreement; and

WHEREAS, the City Manager of the City of Oberlin and Lorain County Economic Development have investigated the application of Company and has recommended the same to the Oberlin City Council (and The Board of County Commissioners of Lorain County, Ohio) on the basis that Company is qualified by financial responsibility and business experience to create and preserve employment opportunities in said Enterprise Zone and improve the economic climate of the City of Oberlin and Lorain County; and

WHEREAS, on December 8, 2015 the City's Enterprise Zone Negotiating Committee (the "Committee") met and unanimously voted to recommend that an Amended Agreement be approved consistent with the terms enumerated below; and

WHEREAS, the Project Site as proposed by the Company is located in the Oberlin City School District and Lorain County Joint Vocation District and such Boards of Education of these school districts have been notified (Exhibits "B" and "C") in accordance with Ohio Revised Code Section 5709.83 and been given a copy of the Application; and

WHEREAS, pursuant to Section 5709.62(C), 5709.63(A), or 5709.632 and in conformance with the format required under Section 5709.631 of the Ohio Revised Code, the Parties hereto desire to set forth their agreement with respect to matters hereinafter contained:

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:

1. The Company and/or Property Owners shall construct and equip a new fifteen thousand (15,000) square foot addition to its existing facility located at 300 Creekside Drive, Oberlin, Ohio 44074.
2. The Company and/or Property Owners shall construct and equip a new five thousand, one hundred, forty-eight (5,148) to seven thousand, four hundred, eighty-eight (7,488) square foot office addition to its existing facility located at 300 Creekside Drive, Oberlin, Ohio 44074

An estimate of the amount to be invested by the enterprise to expand and equip its expanding manufacturing and distribution facility is as follows:

	<u>Minimum</u>	<u>Maximum</u>
A. Acquisition of Building:		
B. Additions/New Construction:	\$1,200,000	\$1,450,000
C. Improvements to Existing Buildings:	NA	NA
D. Machinery and Equipment:	NA	NA
E. Furniture and Fixtures:	NA	NA
F. Inventory:	NA	NA
Total New Project Investment	\$1,200,000	\$1,450,000

The Company and/or Property Owner shall commence the Project on or before July 2015 and all acquisition, construction and installation will be completed by December 31, 2016, or such later date as may be approved by formal resolution both the Oberlin City Council and the Board of County Commissioners of Lorain County, Ohio and agreed to in writing by all parties as an amendment to this Agreement.

3. The total investment of this Expansion Project shall be greater than 10% of the market value of the facility assets owned at the Project Site prior to such expenditures, as provided in Exhibit A.
4. The Company shall create within a time period not exceeding three (3) years after the commencement of operation the hiring of eight (8) new full-time employees based on the following schedule: in year one (1), two new full-time employees in year two (2), and four new full-time employees in year three (3).

Jobs by Year after construction	New Full-Time Positions	New Temporary/Part-Time Positions
Year 1	2	0
Year 2	2	0
Year 3	4	0

The increase in the number of employees will result in approximately \$337,000 of additional annual full-time payroll for the Company. The retention of twenty-five (25) existing job full-time permanent jobs and the current additional temporary and part-time positions will result in a retained payroll of approximately \$1,395,715.

The Company and/or Property Owner shall create within a time period not exceeding thirty-six (36) months after the commencement of construction of the aforesaid facility, the equivalent of eight (8) new full-time permanent job opportunities, 0 new part-time permanent job opportunities, 0 full-time temporary job opportunities and 0 part-time temporary job opportunities. And the Company and/or Property Owner will use its best efforts to retain its current staff of 25 full-time permanent jobs at their Oberlin facility.

The Company and/or Property Owner's schedule for hiring is as follows: create - 0 - new jobs during construction; 2 new full-time permanent jobs in the first year after project completion; 2 new full-time permanent jobs in year two after project completion; and 4 new full-time permanent job in year three after project completion. The job creation period begins not later than January 1, 2017 and all jobs will be in place by December 31, 2019.

The Company currently has twenty-five (25) full-time permanent employees, two (2) part-time permanent employees and two (2) full-time temporary employees at the project site. In total, the Company has twenty-five (25) full-time permanent employees, two (2) part-time permanent employees and two (2) full-time temporary employees in the State of Ohio.

5. The Company shall provide to the proper Tax Incentive Review Council any

information reasonably required by the Council to evaluate the Company's compliance with this Agreement, including returns filed pursuant to section 5711.02 of the Ohio Revised Code, employment records or any other records that may be reasonably requested by the Council or its designated representative(s).

6. The Company and/or Property Owner agrees to deliver to the City annually, but not later than sixty (60) days after the end of each calendar (fiscal) year for which abatement is claimed, a certificate listing all Project elements, their estimated costs and states of completion as well as actual or estimated capitalization dates for each project element.

This provision expires and no further reporting shall be required upon presentation of a final capitalization report being delivered to the City of Oberlin showing all project costs through project completion.

For purposes of this Section an internal project capitalization report from the Company is an acceptable reporting format.

7. Subject to compliance by the Company and Property Owner in all material respects with its obligations under this Agreement the City of Oberlin hereby grants to the Company and/or Property Owner a tax exemption for eligible real property improvements made to the Project Site pursuant to Sections 5709.62, 5709.63 or 5709.632 of the Ohio Revised Code for the increased appraised valuation of property improved as a result of construction and completion of the Project as follows:

<u>Year of Tax Exemption</u>	<u>Tax Exemption Amount</u>
Year 1	75%
Year 2	75%
Year 3	75%
Year 4	75%
Year 5	75%
Year 6	75%
Year 7	75%
Year 8	75%
Year 9	75%
Year 10	75%

The exemption commences the first year for which the real property would first be taxable were that property not exempted from taxation. Each appraisable improvement will receive a ten (10) year exemption period.

No real property exemption shall commence after January 1, 2017 or extend beyond December 31, 2026.

8. It is the responsibility of the Company or Property Owner to file, as appropriate, tax form DTE 24 or any other appropriate tax forms with the Lorain County Auditor to effect and maintain the real property exemption granted under this Agreement.
9. The Company and/or Property Owner hereby agrees to pay Lorain County, Ohio an annual fee equal to the greater of 1% of the dollar value of the tax exemption approved under this Agreement or five hundred dollars (\$500), and further agrees that in any year in which the value of the approved tax exemption exceeds two hundred fifty thousand dollars (\$250,000), the fee paid to the Lorain County shall not exceed two thousand five hundred dollars (\$2,500). The fee shall be made payable to Lorain County once per year for each year the Agreement is effective on the day and in the form of a Company check. This fee shall be deposited in a special fund created for such purpose and shall be used exclusively for the purpose of complying with O.R.C. Section 5709.68 and by the Council created under O.R.C. Section 5709.85 exclusively for the purposes of performing the duties prescribed under that Section.
10. The Company and/or Property Owner shall pay such real and tangible personal property taxes as are not exempted under this Agreement and are charged against such property and shall file all tax reports and returns as are required by law. If Company and/or Property Owner fails to pay such taxes or file such reports and returns, all incentives granted under this Agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.
11. The City of Oberlin 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.
12. If for any reason the Enterprise Zone designation expires, the Director of the Ohio Development Services Agency revokes certification of the zone; or the City of Oberlin revokes the designation of the zone, entitlements granted under this Agreement shall continue for the number of years specified under the Agreement, unless Company and or Property Owner materially fails to fulfill its obligations under this Agreement or the City of Oberlin terminates or modifies the exemptions from taxation granted under this Agreement.
13. If the Company and or Property Owner materially fails to fulfill its obligations under this Agreement, or if City of Oberlin determines that the certification as to delinquent taxes required by this Agreement is fraudulent, City of Oberlin may terminate or modify all exemptions from taxation granted under this Agreement and may require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under this Agreement.

The Company and/or Property Owner will be found in default of its obligations under this agreement if it does not substantially meet its investment and job creation/retention goals and remain in operation at those levels at the Project Site for a minimum of five (5) years from the date of this Agreement. The penalty for facility closing or substantial reduction in investment and/or employment will be a finding of default and may require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under this agreement.

14. In any three-year period during which this agreement is in effect, if the actual number of employee positions created or retained by the Company and/or Property Owner is not equal to or greater than seventy-five percent (75%) of the number of employee positions estimated to be created or retained under this agreement during that three-year period, the Company and or Property Owner shall repay the amount of taxes that would have been payable had the property not been exempted from taxation under this agreement during that three-year period. In addition, the City of Oberlin may terminate or modify the exemptions from taxation granted under this agreement.
15. The Company and Property Owner hereby certifies that at the time this Agreement is executed, each Corporation does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, does not owe delinquent taxes for which Company and or Property Owner is liable under Chapters 5733, 5735, 5739, 5741, 5743, 5747 or 5753 of the Revised Code, or, if such delinquent taxes are owed, Company and or Property Owner currently is paying all delinquent taxes pursuant to an undertaking enforceable by the State of Ohio 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 Company and or Property Owner. For the purposes of the 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.
16. Company and or Property Owner affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the state; (2) any monies to the state or a state agency for the administration or enforcement of any environmental laws of the state; and (3) any other monies to the state or 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.
17. Company and Property Owner and the City of Oberlin acknowledge that this Agreement must be approved by formal action of the legislative authority of the City of Oberlin and Lorain County as well as final approval by the State of Ohio as a condition for the Agreement to take effect. This Agreement takes effect upon such approvals.
18. The City of Oberlin and Lorain County has developed a policy to ensure that recipients of Enterprise Zone tax benefits practice non-discriminating hiring in its

operations. By executing this Agreement, Company and or Property Owner is committing to following non-discriminating hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin or ancestry.

19. Exemptions from taxation granted under this Agreement shall be revoked if it is determined that Company and or Property Owner, any successor enterprise, or any related member (as those terms are defined in Section 5709.61 of the Ohio Revised Code) has violated the prohibition against entering into this Agreement under Division (E) of Section 3735.671 or Sections 5709.62, 5709.63 or 5709.623 of the Ohio Revised Code prior to the time prescribed by that division or either of those Sections.
20. The Company and/or Property Owner affirmatively covenants that it has made no false statements to the state or local political subdivision in the process of obtaining approval for the Enterprise Zone incentives. If any representative of Company and or Property Owner has knowingly made a false statement to the state or local political subdivision to obtain the Enterprise Zone incentives, Company and or Property Owner shall be required to immediately return all benefits received under the Enterprise Zone Agreement pursuant to O.R.C. Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the state, any state agency or a political subdivision pursuant to O.R.C. Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to O.R.C. Section 2921.13(D)(I), which is punishable by a fine of not more than \$1,000.00 and/or a term of imprisonment of not more than six (6) months.
21. This Agreement is not transferable or assignable without the express written approval of the City of Oberlin and Lorain County.
22. Any notices, statements, acknowledgments, consents, approvals, certificates or requests on behalf of either party shall be made in writing and addressed as follows:

AS TO AGRINOMIX AND CREEKSIDE PROPERTIES, LLC:

AgriNomix, LLC
Attention: Robert Lando
300 Creekside Drive
Oberlin, Ohio 44074

AS TO THE CITY OF OBERLIN:

The City of Oberlin, Ohio
Attention: City Manager
85 South Main Street
Oberlin, Ohio 44074

WITH COPY TO:

The City of Oberlin, Ohio
Attention: Director of Planning
69 South Main Street
Oberlin, Ohio 44074

AS TO LORAIN COUNTY:
Lorain County Community Development
Attention: Director of Development
226 Middle Avenue – 5th Floor
Elyria, Ohio 44035

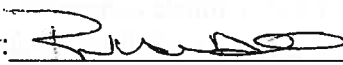
or to such other contact or address as may be specified by such notice from time to time in writing.

IN WITNESS WHEREOF, the City of Oberlin by Eric Norenberg, its City Manager pursuant to Resolution No. R15-15 CMS, and AgriNomix, LLC by Robert Lando, its Managing Member, and Creekside Properties, LLC by Robert Lando, its Managing Member have caused this agreement to be executed on this _____ day of _____, 2015.


THE CITY OF OBERLIN, OHIO

By: 
Eric Norenberg, City Manager

AGRINOMIX, LLC

By: 
Robert Lando, Managing Member

CREEKSIDE PROPERTIES, LLC


By: 
Robert Lando, Managing Member

Consent of Lorain County: Subject to the conditions set forth above, and pursuant to Resolution Number 16-34 adopted by the Lorain County Commissioners on January 20, 201st~~5~~, the County hereby consents to the Agreement.

THE BOARD OF COUNTY
COMMISSIONERS OF LORAIN COUNTY
OHIO

By: 
MATT LUDDY - PRESIDENT

APPROVED AS TO FORM:


(Law Director)

CITY OF OBERLIN, OHIO

RESOLUTION No. R15-15 CMS

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDED ENTERPRISE ZONE AGREEMENT FOR REAL PROPERTY TAX ABATEMENT WITH CREEKSIDE PROPERTIES, LLC AND AGRINOMIX, LLC AND DECLARING AN EMERGENCY

WHEREAS, the Council of City of Oberlin by Ordinance No. 91-23 adopted on May 6, 1991 and as amended by Ordinance 91-76 adopted September 16, 1991 and as affirmed by the Board of County Commissioners of Lorain County, Ohio by Resolution No. 91-591, designated the entire City as an "Enterprise Zone" pursuant to Chapter 5709 of the Ohio Revised Code; and

WHEREAS, effective September 21, 1991, the Director of Development of the State of Ohio determined that the aforementioned area designated in said Ordinances Nos. 91-23 and 91-76 contained the characteristics set forth in Section 5709.61 (A) of the Ohio Revised Code and certified the City of Oberlin as an Enterprise Zone under said Chapter 5709; and

WHEREAS, the City of Oberlin has continued to encourage development of real property and the acquisition of personal property since the City of Oberlin was designated as an Enterprise Zone; and

WHEREAS, AgriNomix, LLC, ("Company") is desirous of expanding its facility in the City's Industrial Park at property owned by Creekside Properties, LLC and located at 300 Creekside Drive with up to 7,488 sq. ft. of additional office space (the "Project") provided that the appropriate development incentives are available to support the economic viability of said Project; and

WHEREAS, completion of the Project is necessary for the Company to invest in expansion of its operations which will result in the creation of a minimum of three (3) new permanent full-time jobs; and

WHEREAS, on June 16, 2015 the City Council unanimously voted to approve an Enterprise Zone Agreement be for expansion of the Agrinomix facility for manufacturing and that project has been completed on schedule; and

WHEREAS, on December 8, 2015 the City's Tax Incentive Negotiating Committee met and unanimously voted to recommend that an amended Enterprise Zone Agreement be approved consistent with the terms enumerated in the agreement attached to this Resolution as Exhibit "A"; and

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Oberlin, County of Lorain, State of Ohio, five-sevenths (5/7ths) of all members elected thereto concurring:

SECTION 1. That the City Manager is hereby authorized and directed to enter into an Enterprise Zone Agreement with Creekside Properties, LLC and AgriNomix, LLC for the expansion project in substantially the form attached hereto as **Exhibit "A"**.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this Resolution 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 meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Oberlin, or to provide for the usual daily operation of a municipal department to wit: to approve the execution of an Enterprise Zone Agreement to enable the scheduled commencement of the Project, and shall take effect immediately upon passage.

PASSED: 1st Reading: December 21, 2015 (E)

2nd Reading: _____

3rd Reading: _____

ATTEST:


BELINDA B. ANDERSON, MMC
CLERK OF COUNCIL



H. SCOTT BROADWELL
PRESIDENT OF COUNCIL

POSTED: 12/22/2015

EFFECTIVE DATE: 12/21/2015

I hereby certify that the foregoing is a true and correct copy of Resolution No. R15-15 CMS as passed by the Oberlin City Council.

Seal


BELINDA B. ANDERSON, MMC
CLERK OF COUNCIL, CITY OF OBERLIN, OHIO

*****AMENDMENT*****

**OHIO DEVELOPMENT SERVICES AGENCY
OHIO ENTERPRISE ZONE PROGRAM**

PROPOSED AGREEMENT for Enterprise Zone Tax Incentives between the _____ (local legislative authorities) located in the County of _____ Lorain and AgriNomix LLC.

- 1a. Name of business, home or main office address, contact person, and telephone number (attach additional pages if multiple enterprise participants).

AgriNomix LLC/Creekside Properties LLC
enterprise name

Diane Dye
contact person

440-774-2981
telephone number

300 Creekside Dr., Oberlin, OH 44074
address

- 1b. Project site:

Robert Lando
contact person

440-774-2981
telephone number

300 Creekside Dr., Oberlin, OH 44074
address

- 2a. Nature of business (manufacturing, distribution, wholesale or other).
Manufacturing, Assembly, wholesalers of automated farm and garden machinery and equipment

- 2b. List primary 6 digit NAICS # 423820.
Business may list other relevant SIC numbers. **333111**

2c. If a consolidation, what are the components of the consolidation? (must itemize the location, assets, and employment positions to be transferred)

N/A

2d. Form of business of enterprise (corporation, partnership, proprietorship, or other).

Limited Liability Company

3. Name of principal owner(s) or officers of the business (attach list if necessary).

Robert Lando

4. Is business seasonal in nature? Yes___ No X

5a. State the enterprise's current employment level at the proposed project site:

33 employees

5b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Note that relocation projects are restricted in non-distress based Ohio Enterprise Zones. A waiver from the Director of the Ohio Department of Development is available for special limited circumstances. The business and local jurisdiction should contact ODOD early in the discussions.

Yes___ No X

5c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:

N/A

5d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees):

29 permanent full-time; 2 temp full-time; 2 permanent part-time

5e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets:

N/A, not relocating

5f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated? N/A

6a. Has the Enterprise previously entered into an Enterprise Zone Agreement with the local legislative authorities at any site where the employment or assets will be relocated as a result of this proposal? Yes ___ No X

6b. If yes, list the local legislative authorities, date, and term of the incentives for each Enterprise Zone Agreement:

7. Does the Enterprise owe :

a. Any delinquent taxes to the State of Ohio or a political subdivision of the state?
Yes ___ No X

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

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

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 if necessary).

N/A

8. Project Description (attach additional pages if necessary):

Office expansion consisting of 5,148 sq ft.; single floor addition to present offices

May add another 2,340 sq. ft. of building "shell" in addition to the 5,148 sq. ft. to accommodate future growth.

9. Project will begin as soon as possible in December 31, 2016 and be completed December 31, 2016 provided a tax exemption is provided.

10a. Estimate the number of new employees the business intends to hire at the facility that is the project site (job creation projection must be itemized by full and part-time and permanent and temporary): 3 permanent full-time employees

10b. State the time frame of this projected hiring: 3 years

10c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees): **Year 1: 1 permanent full-time**
Year 2: 1 permanent full-time
Year 3: 1 permanent full-time

11a. Estimate the amount of annual payroll such new employees will add \$ 137,000 (new annual payroll must be itemized by full and part-time and permanent and temporary new employees). **Year 1: \$65,000**
Year 2: \$36,000
Year 3: \$36,000

11b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project: \$ **N/A**

12. Market value of the existing facility as determined for local property taxation.
\$ 1,375,000

13a. Business's total current investment in the facility as of the proposal's submission.
\$ 3,000,000

13b. State the businesses' value of on-site inventory required to be listed in the personal property tax return of the enterprise in the return for the tax year (stated in average \$ value per most recent 12 month period) in which the agreement is entered into (baseline inventory):
\$ 4,000,000; PPT no longer applies

14. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:

	<u>Minimum</u>	<u>Maximum</u>
A.Acquisition of Buildings:	\$	\$
B.Additions/New Construction:	\$ 500,000	\$ 620,000*
C.Improvements to existing buildings:	\$	\$
D.Machinery & Equipment:	\$	\$
E.Furniture & Fixtures:	\$	\$
F.Inventory:	\$	\$
Total New Project Investment:	\$ 500,000	\$ 620,000*

15. a. Business requests the following tax exemption incentives: 75 % for 10 years covering real property and/or personal property including inventory - as described above. Be specific as to type of assets, rate, and term.

We are requesting a 75% tax exemption on the office addition for 10 years. This will be an amendment to the prior Enterprise Zone Agreement for our warehouse expansion project that also took place this year.

* Add \$100,000 for additional building "shell".

b. Business's reasons for requesting tax incentives (be quantitatively specific as possible)

A tax incentive would aid in keeping AgriNomix LLC a viable business in the City of Oberlin. Our expansion will create several new jobs which will generate thousands of dollars in payroll tax revenue for the city.

Submission of this application expressly authorizes (name of the local jurisdiction) and/of (name of county) to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item #7 and to review applicable confidential records. As part of this application, the business may also be required to directly request from the Ohio Department of Taxation or complete a waiver form allowing the Ohio Department of Taxation to release specific tax records to the local jurisdictions considering the incentive request.

Applicant agrees to supply additional information upon request.

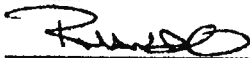
The applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C)(1) and 2921.13(D)(1) penalties for falsification which could result in the forfeiture of all current and future economic development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

**AgriNomix LLC/
Creekside Properties LLC**

10/29/15

Name of Enterprise

Date



Robert Lando, Managing Member

Signature

Typed Name and Title

* A copy of this proposal must be forwarded by the local governments to the affected Board of Education along with notice of the meeting date on which the local government will review the proposal. Notice must be given a minimum of fourteen (14) days prior to the scheduled meeting to permit the Board of Education to appear and/or comment before the legislative authorities considering the request.

** Attach to Final Enterprise Zone Agreement as Exhibit A

Please note that copies of this proposal must be included in the finalized Enterprise Zone Agreement and be forwarded to the Ohio Department of Taxation and the Ohio Development Services Agency within fifteen (15) days of final approval.



November 11, 2015

Ms. Angela Dotson
Treasurer
Oberlin City Schools
153 North Main Street
Oberlin, Ohio 44074

Dear Angela: RE: **Application for Enterprise Zone Tax Abatement Agreement
Amendment
Proposed Office Expansion Project for Creekside Properties/Agrinomix
300 Creekside Drive
City of Oberlin, Ohio**

Please be advised that Creekside Properties/Agrinomix has submitted the attached application for an amendment to their existing Enterprise Zone tax abatement agreement for a proposed office expansion which will be completed by December 31, 2016. The same terms of 75% abatement for 10 years which were approved for the original application would apply to the additional expansion project should the amendment be approved. This proposed amendment does not require Oberlin Board of Education approval, only notification to the Schools.

Per City Ordinance No. 91-23 AC CMS, the Oberlin Schools have two representatives on the City's Tax Incentive Negotiating Committee (TINC) to consider the amendment to the Enterprise Zone Agreement which the City has with Creekside Properties/Agrinomix. It is my understanding that you and Superintendent David Hall will be those two representatives. We have tentatively scheduled the TINC meeting for Tuesday, December 8th, 2015 at 3:00 p.m. in the Planning Conference Room, Old City Hall, Second Floor, 69 S. Main Street, Oberlin, Ohio. Please let me know if this meeting date and time is acceptable to you and Superintendent Hall.

Please do not hesitate to contact me should you have any questions regarding this amendment application or if you require any additional information.

Sincerely,

Carrie R. Handy
Enterprise Zone Manager
Director of Planning and Development
City of Oberlin
69 S. Main Street
Oberlin, Ohio 44074
440-775-7250
chandy@cityofoberlin.com



November 11, 2015

Mr. Cory Thompson
Treasurer
Lorain County Joint Vocational School District
15181 State Route 58
Oberlin, Ohio 44074

Dear Mr. Thompson: RE: **Application for Amendment to an Enterprise Zone Tax Abatement Agreement
Proposed Expansion Project for Creekside Properties/Agrinomix
300 Creekside Drive
City of Oberlin, Ohio**

The City of Oberlin has received an application for an amendment to the Enterprise Zone tax abatement agreement for Creekside Properties, LLC/Agrinomix, LLC. This amendment would add to the agreement another building addition for offices which will be completed by December 31, 2016. The terms of 75% tax abatement for 10 years would then also apply to the office expansion. The proposed office expansion project includes a 5,148 sq. ft. building addition and the hiring of three (3) additional employees over the next three (3) years. A copy of the Enterprise Zone amendment application is attached for your information.

Pursuant to Section 5709.83 of the Ohio Revised Code, Lorain County Joint Vocational School District is hereby notified of the proposed amendment to the Enterprise Zone Agreement with Creekside Properties, LLC/Agrinomix, LLC. Lorain County JVS has fourteen (14) days under statute to review and comment on this request.

Please do not hesitate to contact me should you have any questions regarding this application or if you require any additional information.

Sincerely,

A handwritten signature in black ink that reads "Carrie R. Handy". The signature is written in a cursive style.

Carrie R. Handy
Enterprise Zone Manager
Director of Planning and Development
City of Oberlin
69 S. Main Street
Oberlin, Ohio 44074
440-775-7250
chandy@cityofoberlin.com