

Sylvania City Council
January 7, 2019

5:30 p.m. Employee & Community Relations Committee Meeting
Interview final candidates for SAJRD

7:00 p.m. Committee of the Whole Meeting
US23/Monroe Street Bridge Aesthetics project

7:30 p.m. Council Meeting
Agenda

1. Roll call. Mrs. Cappellini, Mr. Frye, Mr. Haynam, Mrs. Husman, Mr. Luetke, Mr. Richardson, Mrs. Westphal.
2. Pledge of Allegiance to the United States of America led by Mr. Haynam.
3. Additions to the agenda.
4. Approval of the Council meeting minutes of December 17, 2018.
5. Proposed Resolution No. 1-2019, Accepting the Petition of Vibrant Ventures, LLC, and Northwest Ohio Advanced Energy Improvements District to create an Energy Special Improvement District (ESID) under Ohio Revised Code Chapter 1710 and 727.
6. Proposed Ordinance No. 1-2019, Determining to proceed with certain Vibrant Ventures Energy Improvement Project by way of special assessments in accordance with Chapters 1710 and 727 of the Ohio Revised Code.
7. Proposed Ordinance No. 2-2019, Levying Special Assessments for the Vibrant Ventures Energy Improvement Project.
8. Service Director's report on Silica Drive Resurfacing (Convent Blvd. to Northview High School); and authorize the clerk to advertise for bids.
9. Service Director's report on Monroe & Silica Intersection Improvements; and authorize to begin the Letter of Interest solicitation.
10. Service Director's report on Sylvania Avenue Pump Station Generator; and authorize the clerk to advertise for bids.
11. Erie Street & Monroe Street Traffic Study.
 - a. Service Director's report on study.
 - b. Proposed Ordinance No. 3-2019, Accepting the proposal of Tetra Tech to conduct a traffic study at the intersection of Erie Street and Monroe Street.

12. Alexis Road Relief Storm Sewer Study.
 - a. Service Director's report on study.
 - b. Proposed Ordinance No. 4-2019, Accepting the proposal of Northwest Consultants, Inc. to provide professional engineering services for the Alexis Road Relief Storm Sewer Study Project.
13. South Main Street Sanitary Sewer Improvements (Phase 1) Project.
 - a. Service Director's report on the survey RFP results.
 - b. Proposed Ordinance No. 5-2019, Accepting the proposal of Lewandowski Engineers, LLC to provide professional surveying services for the South Main Street Sanitary Services for the South Main Street Sanitary Sewer Improvement Project.
14. Proposed Ordinance No. 54-2018, Amending the Codified Ordinances of Sylvania, 1979, as amended, by adding Chapter 953-Small Cell Technology in the Right of Way.
15. Proposed Resolution No. 2-2019, Designating the Clerk of Council as the Mayor and City Council's designee to attend training programs about Public Records Law.
16. Notice of Liquor Permit for a D1, D2, and D3 license for Element 112, LLC d/b/a Element 112 at 5737 N. Main Street & Patio, Sylvania, Ohio.
13. Committee reports.
 - a. Committee of the Whole meeting from this date.
 - b. Employee & Community Relations meeting from this date.
14. Committee referrals.

INFORMATION

- A. December 2018 Cash Report from the Division of Taxation.
- B. December 2018 Bank Reconciliation.

Minutes of the Meeting of Council
December 17, 2018

The Council of the City of Sylvania, Ohio met in regular session on December 17, 2018 at 7:30 p.m. with Mayor Stough in the chair. Roll was called with the following members present: Katie Cappellini, Mark Frye, Doug Haynam, Sandy Husman, Mark Luetke, Patrick Richardson, Mary Westphal; (7) present; (0) absent.

Roll call:
All present.

Pledge of Allegiance to the United States of America led by Mr. Frye.

Pledge of
Allegiance.

Mayor Stough stated that Council will now consider agenda item 3.

The following items were added to the agenda:

- 19a. Add Resolutions No. 16-2018, 17-2018, 18-2018, 19-2018.
- 19b. Add Proposed Ordinance No. 54-2018.
- 21. Executive Session to discuss possible litigation against the City.

Mrs. Westphal moved, Mrs. Husman seconded to approve the agenda as amended; roll call vote being: Cappellini, Frye, Haynam, Husman, Luetke, Richardson, Westphal, (7) yeas; (0) nays. The motion carried.

Agenda
approval.

Mayor Stough stated that Council will now consider agenda item 4.

Mrs. Westphal presented the December 3, 2018 meeting minutes. Mrs. Westphal moved, Mr. Haynam seconded, that since the Mayor, members of Council, and others had been furnished copies of these minutes prior to this meeting, Council dispense with the reading of these minutes at this time, and the journal of the minutes of the regular meeting of December 3, 2018 be approved; roll call vote being: Frye, Haynam, Husman, Luetke, Richardson, Westphal, Cappellini, (7) yeas; (0) nays. The motion carried.

Approval of the
December 3
meeting
minutes.

Mayor Stough stated that Council will now consider agenda item 5.

Mayor Stough presented and read aloud a Proclamation to Richard Sands recognizing 45 years of service to the City of Sylvania.

Proclamation,
Richard Sands,
45 yrs. of svc to
City of Sylvania.

Mayor Stough stated that Council will now consider agenda item 6.

Mrs. Westphal presented and read aloud by title only, proposed Ordinance No. 60-2018, a written copy of same having been previously furnished to each member of Council, "To make Appropriations for Current Expenditures and Other Expenditures of the City of Sylvania, Ohio, for the fiscal year ending December 31, 2019." Mrs. Westphal moved, Mr. Luetke seconded, that Council dispense with the Third Reading of said Ordinance; roll call vote being: Haynam, Husman, Luetke, Richardson, Westphal, Cappellini, Frye, (7) yeas; (0) nays. The motion carried.

Ordinance No.
60-2018;
2019 Budget.

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Mrs. Westphal moved, Mr. Luetke seconded, that Ordinance No. 60-2018 be enacted as declared therein; roll call vote being: Husman, Luetke, Richardson, Westphal, Cappellini, Frye, Haynam, (7) yeas; (0) nays. The motion carried.

Mayor Stough stated that Council will now consider agenda item 7.

Mrs. Westphal presented and read aloud by title only, proposed Ordinance No. 67-2018, a written copy of same having been previously furnished to each member of Council, "To make certain adjustments to account allocations within the Fund Appropriations for the Fiscal Year ending December 31, 2018; and declaring an emergency" Mrs. Westphal moved, Mr. Haynam seconded, that Council dispense with the Second and Third Reading of said Ordinance; roll call vote being: Luetke, Richardson, Westphal, Cappellini, Frye, Haynam, Husman, (7) yeas; (0) nays. The motion carried.

Ordinance No. 67-2018, "To make certain adjustment to Account Allocations...".

Mrs. Westphal moved, Mr. Frye seconded, that Ordinance No. 67-2018 be enacted as an emergency measure as declared therein; roll call vote being: Richardson, Westphal, Cappellini, Frye, Haynam, Husman, Luetke, (7) yeas; (0) nays. The motion carried.

Mayor Stough stated that Council will now consider agenda item 8.

Mr. Luetke presented and read aloud by title only, proposed Ordinance No. 68-2018, a written copy of same having been previously furnished to each member of Council, "Making certain position and compensation pay plan changes, making certain salary, wage and other service compensation adjustments to the Codified Ordinances of Sylvania, 1979, as amended, and other Ordinances; by granting pay increases to some of the Appointed Officials whose titles are listed in Section 139.03(e)(3), by granting a two and three quarter percent (2.75%) pay increase to all non-union city employees and court employees whose positions are included in the list of occupational titles of Section 139.02(a) of the Codified Ordinances of which increase is reflected in the annual wage rate Schedule 4 of Section 139.01(D) of the Sylvania Codified; by granting pay increases for some of the employees in the labor and trades supervision group; and declaring an emergency." Mr. Luetke moved, Mrs. Husman seconded, that Council dispense with the Second and Third Reading of said Ordinance; roll call vote being: Luetke, Richardson, Westphal, Cappellini, Frye, Haynam, Husman, (7) yeas; (0) nays. The motion carried.

Ordinance No. 68-2018, "...making certain pay plan changes..."

Mr. Luetke moved, Mrs. Westphal seconded, that Ordinance No. 68-2018 be enacted as an emergency measure as declared therein; roll call vote being: Richardson, Westphal, Cappellini, Frye, Haynam, Husman, Luetke, (7) yeas; (0) nays. The motion carried.

Mayor Stough stated that Council will now consider agenda item 9.

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Mr. Luetke presented and read aloud by title only, proposed Ordinance No. 70-2018, a written copy of same having been previously furnished to each member of Council, "Authorizing the Mayor and Director of Finance to enter into a 3-year Collective Bargaining Agreement commencing January 1, 2019, with the Fraternal Order of Police, Lodge No. 129, on behalf of the Patrolmen, and declaring an emergency." Mr. Luetke moved, Mr. Frye seconded, that Council dispense with the Second and Third Reading of said Ordinance; roll call vote being: Westphal, Cappellini, Frye, Haynam, Husman, Luetke, Richardson, (7) yeas; (0) nays. The motion carried.

Ordinance No. 70-2018, "... 3 year Collective Bargaining agreement.... Patrolmen..."

Mr. Luetke moved, Mrs. Husman seconded, that Ordinance No. 70-2018 be enacted as an emergency measure as declared therein; roll call vote being: Cappellini, Frye, Haynam, Husman, Luetke, Richardson, Westphal, (7) yeas; (0) nays. The motion carried.

Mayor Stough stated that Council will now consider agenda item 10.

Mr. Luetke presented and read aloud by title only, proposed Ordinance No. 71-2018, a written copy of same having been previously furnished to each member of Council, "Authorizing the Mayor and Director of Finance to enter into a 3-year Collective Bargaining Agreement commencing January 1, 2019, with the Sylvania Police Command Officer's Association on behalf of the Sergeants, and declaring an emergency." Mr. Luetke moved, Mrs. Westphal seconded, that Council dispense with the Second and Third Reading of said Ordinance; roll call vote being: Frye, Haynam, Husman, Luetke, Richardson, Westphal, Cappellini, (7) yeas; (0) nays. The motion carried.

Ordinance No. 71-2018, "... 3 year Collective Bargaining agreement.... Sergeants..."

Mr. Luetke moved, Mr. Haynam seconded, that Ordinance No. 71-2018 be enacted as an emergency measure as declared therein; roll call vote being: Haynam, Husman, Luetke, Richardson, Westphal, : Cappellini, Frye, (7) yeas; (0) nays. The motion carried.

Mayor Stough stated that Council will now consider agenda item 11.

Mrs. Westphal presented and read aloud by title only, proposed Ordinance No. 69-2018, a written copy of same having been previously furnished to each member of Council, "Authorizing an Agreement between Donald J. Schonhardt & Associates, Inc. and the City of Sylvania whereby said firm will assist the City in preparation of its 2018, 2019 and 2020 Basic Financial Statements (BFSs) in compliance with Generally Accepted Accounting Principles (GAAP) at costs not to exceed \$14,250 for 2018, \$14,250 for 2019, and \$14,250 for 2020 plus mileage for each year; authorizing the Mayor and Director of Finance to sign the agreement on behalf of the City; and declaring an emergency." Mrs. Westphal moved, Mr. Haynam seconded, that Council dispense with the Second and Third Reading of said Ordinance; roll call vote being:

Ordinance No. 69-2018, "Authorizing agreement... Schonhardt for 2018, 2019 and 2020..."

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Husman, Luetke, Richardson, Westphal, Cappellini, Frye, Haynam, (7) yeas; (0) nays. The motion carried.

Mrs. Westphal moved, Mr. Frye seconded, that Ordinance No. 71-2018 be enacted as an emergency measure as declared therein; roll call vote being: Luetke, Richardson, Westphal, Cappellini, Frye, Haynam, Husman, (7) yeas; (0) nays. The motion carried.

Mayor Stough stated that Council will now consider agenda item 12.

Service Director's report on the South Main Street Sanitary Sewer Improvement Project professional surveying requests for proposals was placed on file. Mrs. Westphal moved, Mr. Hayman seconded to authorize request for proposals for professional surveying for the South Main Street Sanitary Sewer Improvement Project. Roll call vote being: Richardson, Westphal, Cappellini, Frye, Haynam, Husman, Luetke, (7) yeas; (0) nays. The motion carried.

Authorization for request for proposals...S. Main St Sanitary Sewer Imp. Project.

Mayor Stough stated that Council will now consider agenda item 13.

Service Director's report on the US23/Monroe Street Bridge Aesthetics project development was placed on file. Mr. Westphal moved, Mrs. Husman seconded to set a Committee of the Whole meeting for January 7, 2019 at 7:00 p.m. to receive information on the US23/Monroe Street Bridge Aesthetics project. Roll call vote being: Westphal, Cappellini, Frye, Haynam, Husman, Luetke, Richardson, (7) yeas; (0) nays. The motion carried.

C-O-W Meeting: 1/7/19 at 7:00p.m. Re: US23/Monroe Bridge Aesthetics project.

Mayor Stough stated that Council will now consider agenda item 14.

Service Director's report on the Brookhill Court Improvement Project bids was placed on file. Mr. Richardson presented and read aloud by title only, proposed Ordinance No. 72-2018, a written copy of same having been previously furnished to each member of Council, "Accepting the bid of Ed Kelly and Sons, Inc. and awarding the contract for the Brookhill Court Improvements in the amount of \$141,897; appropriating funds therefore, and declaring an emergency." Mr. Richardson moved, Mr. Haynam seconded, that Council dispense with the Second and Third Reading of said Ordinance; roll call vote being: Cappellini, Frye, Haynam, Husman, Luetke, Richardson, Westphal, (7) yeas; (0) nays. The motion carried.

Ordinance No. 72-2018, "Accepting bid ...Ed Kelly & Son...Brookhill Court Improvements"

Mr. Richardson moved, Mrs. Westphal seconded, that Ordinance No. 72-2018 be enacted as an emergency measure as declared therein; roll call vote being: Frye, Haynam, Husman, Luetke, Richardson, Westphal, Cappellini, (7) yeas; (0) nays. The motion carried.

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Mayor Stough stated that Council will now consider agenda item 15.

Service Director's report on a 2019 Police vehicle purchase was placed on file. Mr. Frye presented and read aloud by title only, proposed Ordinance No. 73-2018, a written copy of same having been previously furnished to each member of Council, "Authorizing the Mayor and Director of Finance to accept the proposal of Statewide Ford for the purchase of one 2019 Ford Police Interceptor Utility Vehicle for the Sylvania City Police Department; appropriating funds therefore; and declaring an emergency." Mr. Frye moved, Mr. Haynam seconded, that Council dispense with the Second and Third Reading of said Ordinance; roll call vote being: Haynam, Husman, Luetke, Richardson, Westphal, Cappellini, Frye, (7) yeas; (0) nays. The motion carried.

Ordinance No.
73-2018,
"authorizing...
purchase of one
2019 Ford
Police
Interceptor...."

Mr. Frye moved, Mrs. Westphal seconded, that Ordinance No. 73-2018 be enacted as an emergency measure as declared therein; roll call vote being: Frye, Haynam, Husman, Luetke, Richardson, Westphal, Cappellini, (7) yeas; (0) nays. The motion carried.

Mayor Stough stated that Council will now consider agenda item 16.

Mrs. Westphal presented and read aloud by title only, proposed Ordinance No. 74-2018, a written copy of same having been previously furnished to each member of Council, "Authorizing the Mayor and Director of Finance to enter into an agreement, on behalf of the City of Sylvania, Ohio, with the Board of Lucas County Commissioners, for the provision of Public Defender Services to the Sylvania Municipal Court for the year 2019; and declaring an emergency." Mrs. Westphal moved, Mr. Haynam seconded, that Council dispense with the Second and Third Reading of said Ordinance; roll call vote being: Haynam, Husman, Luetke, Richardson, Westphal, Cappellini, Frye, (7) yeas; (0) nays. The motion carried.

Ordinance No.
74-2018,
"... Public
Defender
Services to
Sylvania Court
for 2019..."

Mrs. Westphal moved, Mr. Frye seconded, that Ordinance No. 74-2018 be enacted as an emergency measure as declared therein; roll call vote being: Husman, Luetke, Richardson, Westphal, Cappellini, Frye, Haynam, (7) yeas; (0) nays. The motion carried.

Mayor Stough stated that Council will now consider agenda item 17.

Mr. Haynam moved, Mr. Frye seconded to set the public hearing on Zoning Ordinance Amendment Application No. ZA-1-2018 a request from Bruce J. Fondren, Sr. for property located at 4713 King Road, Sylvania, Ohio for January 22, 2019 at 7:00 p.m.

Public Hearing
ZA-1-2018,
1/22/19,

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and authorize the clerk to advertise the same. Roll call vote being: Luetke, Richardson, Westphal, Cappellini, Frye, Haynam, Husman, (7) yeas; (0) nays. The motion carried. 7:00p.m.

Mayor Stough stated that Council will now consider agenda item 18.

Mrs. Westphal moved, Mr. Luetke seconded to confirm Mayor Stough's re-appointment of Brian McCann to the Municipal Planning Commission for a term commencing January 1, 2019 and expiring on December 31, 2022; roll call vote being: Richardson, Westphal, Cappellini, Frye, Haynam, Husman, Luetke, (7) yeas; (0) nays. The motion carried. Confirmation of Brian McCann to Municipal Plan Commission.

Mayor Stough stated that Council will now consider agenda item 19.

Mr. Richardson reported on the Streets Committee meeting held on this date regarding proposed Ordinance No. 45-2018, Small Cell Technology in the right of way. He stated Council will consider proposed Ordinance No. 45-2018 at the next council meeting on 1/7/19 and additional research on this matter will take place the first quarter 2019. Streets Com. report re: Ord 45-2018, Small Cell Technology.

Mr. Luetke reported on the Employee and Community Relations Committee meeting held on this date regarding Council's appointments to the Board of Zoning Appeals and the SAJRD Board. He stated council will take applications for the SAJRD Board appointment until 12/28/18 at 12:00 noon. Emp & Com Relations report: BZA & SAJRD Appointments.

Mr. Luetke presented and read aloud by title only, proposed Resolution No. 16-2018, a written copy of same having been previously furnished to each member of Council, "Re-appointing Gary Sommer to the Zoning Board of Appeals for a term expiring December 31, 2021; and declaring an emergency." Mr. Luetke moved, Mrs. Westphal seconded, that Council dispense with the Second and Third Reading of said Resolution; roll call vote being: Westphal, Cappellini, Frye, Haynam, Husman, Luetke, Richardson, (7) yeas; (0) nays. The motion carried. Resolution No. 16-2018, Re-Appointing Gary Sommer to BZA.

Mr. Luetke moved, Mr. Frye seconded, that Resolution No. 16-2018 be enacted as an emergency measure as declared therein; roll call vote being: Cappellini, Frye, Haynam, Husman, Luetke, Richardson, Westphal, (7) yeas; (0) nays. The motion carried.

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Mr. Luetke presented and read aloud by title only, proposed Resolution No. 17-2018, a written copy of same having been previously furnished to each member of Council, "Appointing Thomas Reynolds to the Zoning Board of Appeals for a term expiring December 31, 2021; and declaring an emergency." Mr. Luetke moved, Mrs. Westphal seconded, that Council dispense with the Second and Third Reading of said Resolution; roll call vote being: Frye, Haynam, Husman, Luetke, Richardson, Westphal, Cappellini, (7) yeas; (0) nays. The motion carried.

Resolution No.
17-2018,
Appointing
Thomas
Reynolds to
BZA.

Mr. Luetke moved, Mrs. Husman seconded, that Resolution No. 17-2018 be enacted as an emergency measure as declared therein; roll call vote being: Haynam, Husman, Luetke, Richardson, Westphal, Cappellini, Frye, (7) yeas; (0) nays. The motion carried.

Mr. Luetke presented and read aloud by title only, proposed Resolution No. 18-2018, a written copy of same having been previously furnished to each member of Council, "Appointing Michael Jones to the Board of Trustees of Sylvania Area Joint Recreation District ("SAJRD") for a term expiring December 31, 2021; and declaring an emergency." Mr. Luetke moved, Mrs. Westphal seconded, that Council dispense with the Second and Third Reading of said Resolution; roll call vote being: Husman, Luetke, Richardson, Westphal, Cappellini, Frye, Haynam, (7) yeas; (0) nays. The motion carried.

Resolution No.
18-2018,
Appointing
Michael Jones
to SAJRD
Board of
Trustees.

Mr. Luetke moved, Mr. Haynam seconded, that Resolution No. 18-2018 be enacted as an emergency measure as declared therein; roll call vote being: Luetke, Richardson, Westphal, Cappellini, Frye, Haynam, Husman, (7) yeas; (0) nays. The motion carried.

Mr. Luetke presented and read aloud by title only, proposed Resolution No. 19-2018, a written copy of same having been previously furnished to each member of Council, "Re-Appointing Katie Cappellini to the Board of Trustees of Sylvania Area Joint Recreation District ("SAJRD"), she being a member of the Council of this appointing political subdivision, for the full calendar year of 2019; and declaring an emergency." Mr. Luetke moved, Mrs. Westphal seconded, that Council dispense with the Second and Third Reading of said Resolution; roll call vote being: Richardson, Westphal, Cappellini, Frye, Haynam, Husman, Luetke, (7) yeas; (0) nays. The motion carried.

Resolution No.
19-2018,
Re-Appointing
Katie Cappellini
to SAJRD
Board of
Trustees.

Mr. Luetke moved, Mr. Frye seconded, that Resolution No. 19-2018 be enacted as an emergency measure as declared therein; roll call vote being: Westphal, Cappellini, Frye, Haynam, Husman, Luetke, Richardson, (7) yeas; (0) nays. The motion carried.

Mayor Stough stated that Council will now consider agenda item 20.

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Mrs. Westphal moved, Mr. Haynam seconded to set a Committee of the Whole meeting for beginning discussions on the 2020 Budget for Friday, February 22, 2019 at 7:30 a.m. in the finance department conference room. Roll call vote being: Cappellini, Frye, Haynam, Husman, Luetke, Richardson, Westphal, (7) yeas; (0) nays. The motion carried.

C-O-W Mtg,
2/22/19;
7:30 a.m.
Re: 2020
Budget.

Mayor Stough stated that Council will now consider agenda item 21.

Mrs. Westphal moved, Mr. Haynam seconded to enter into Executive Session for the purpose of possible litigation against the City at 8:42 p.m. Roll call vote being: Cappellini, Frye, Haynam, Husman, Luetke, Richardson, Westphal, (7) yeas; (0) nays. The motion carried.

Executive
Session Re:
possible
litigation.

Mrs. Westphal moved, Mr. Luetke seconded to return from Executive Session to General Session at 9:26 p.m. Roll call vote being: Frye, Haynam, Husman, Luetke, Richardson, Westphal, Cappellini, (7) yeas; (0) nays. The motion carried.

Mayor Stough stated that all items on the agenda had been considered.

Mrs. Westphal moved, Mrs. Husman seconded that this meeting adjourn; all present voting yea (7); (0) nays. The motion carried and the meeting adjourned at 9:26 p.m.

Adjournment.

Clerk of Council

Mayor

RESOLUTION NO. 1-2019

ACCEPTING THE PETITION OF VIBRANT VENTURES, LLC, AND NORTHWEST OHIO ADVANCED ENERGY IMPROVEMENT DISTRICT TO CREATE AN ENERGY SPECIAL IMPROVEMENT DISTRICT (ESID) UNDER OHIO REVISED CODE CHAPTERS 1710 AND 727; AUTHORIZING THE COUNCIL AND MAYOR TO DESIGNATE A MEMBER TO SERVE ON THE BOARD OF DIRECTOR OF THE NORTHWEST OHIO ADVANCED ENERGY IMPROVEMENT DISTRICT, THE NONPROFIT CORPORATION THAT WILL GOVERN THE ESID; AND DECLARING THE NECESSITY OF PROCEEDING WITH THE SPECIAL ENERGY IMPROVEMENT PROJECTS AND APPROVING THE PLANS AND SPECIFICATIONS THEREFORE; STATING THE METHOD FOR MAKING THE SPECIAL ASSESSMENTS AGAINST THE BENEFITTED PROPERTIES AND THE AMOUNT OF SUCH SPECIAL ASSESSMENTS; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Toledo and the Toledo-Lucas County Port Authority (“Port Authority”) have partnered to create an Energy Special Improvement District (“District”) under Ohio Revised Code Chapter 1710 and a non-profit corporation, known as the Northwest Ohio Advanced Energy Improvement District (“Corporation”), to govern the District; and,

WHEREAS, Property owners within the District are permitted to make certain “energy efficiency improvements” to their properties, which constitute a “special energy improvement projects,” and pay for the cost of the special energy improvement projects by way of special assessments in accordance with the process set out in Chapters 727 and 1710 of the Ohio Revised Code; and,

WHEREAS, Revised Code Section 1710.01(G) provides that special energy improvement projects (including energy efficiency improvements) constitute public improvements and are therefore subject to special assessments; and,

WHEREAS, the City of Oregon adopted Resolution 132-2013, expanding the District to also include the geographical boundaries of the City of Oregon; the City of Maumee adopted Resolution 142-

2014, expanding the District to also include the geographical boundaries of the City of Maumee; the City of Northwood adopted Ordinance 2018-08, expanding the District to also include the City of Northwood; the Township of Springfield adopted Resolution 15-018, expanding the District to also include the geographical boundaries of the Township of Springfield; the Township of Sylvania adopted Resolution 16-030, expanding the District to also include the geographical boundaries of the Township of Sylvania; the Township of Swanton adopted Resolution 42-2017, expanding the District to also include the geographical boundaries of the Township of Swanton and the Township of Monclova adopted Resolution 06052017-01, expanding the District to also include the geographical boundaries of the Township of Monclova; and,

WHEREAS, the District may be expanded to include other municipalities and townships that desire to participate and permit property owners in their communities to finance energy efficiency improvements through the program of voluntary special assessments; and,

WHEREAS, Vibrant Ventures, LLC (the "Petitioner") is the owner of 100% of the property described on **Exhibit A** attached hereto (the "Property") and has executed an Energy Project Agreement (the "Agreement") with the Northwest Ohio Advanced Energy Improvement District, has submitted an Application to become a member of and to Petition the City of Sylvania for the establishment of an ESID which was approved by the Board of Directors of the Northwest Ohio Advanced Energy Improvement District, and a copy of the Agreement is attached to the Petitions as **Exhibit C**; and,

WHEREAS, pursuant to the Agreement, and upon Application to the Corporation for membership and financing of special energy improvement projects to the Properties; the Port Authority, Corporation, and the Petitioner have caused an energy audit to the property to be completed; and,

WHEREAS, the energy audit has identified energy conservation measures, all of which qualify as energy efficiency improvements as defined in Revised Code Section 1710.01(K), which Toledo-Lucas County Port Authority has determined to proceed with implementation, and to pay by way of special assessments; and,

WHEREAS, the Petitioner has submitted to this Council a petition (“Petition”) seeking (i) the addition certain of its property to the District and (ii) approval of an amendment to the District’s comprehensive plan for special energy improvement projects to include the Vibrant Ventures, Energy Improvement Project (the “Project” or the “Vibrant Ventures Energy Improvement Project”) and requesting that those Projects be undertaken by the District and that the costs thereof be specially assessed against the properties of the Petitioner specially benefited thereby; and,

WHEREAS, a complete list and description of the Project is on file with the Clerk of Council and is attached as **Exhibit B** to this Resolution which provides the following information for the Project:

1. Identification of the parcel number(s) and name of the property/building to be improved;
2. a description of the nature of the special energy improvement projects for the particular parcel;
3. the estimated amount of the special assessment to be levied against each parcel of property and the number of years the special assessment will be collected (if not paid in cash within 30 days after the passage of the assessing ordinance as provided by law); and,

WHEREAS, the total dollar cost of the Project, capitalized interest on the Port Authority’s Revolving Loan Fund or the Port Authority’s NW Ohio Bond Fund, is estimated to be Five Hundred Fifteen Thousand Four Hundred Forty-Nine Dollars and Thirty-Two Cents (\$515,449.32); and,

WHEREAS, each semi-annual payment represents the payment of a portion of the principal of and interest on the Port Authority’s revenue bonds and the scheduled amounts payable as the Port

Authority administrative fee, and the Port authority program administration fee due with respect to each semi-annual payment; and,

WHEREAS, the County Fiscal Officer of Lucas County, Ohio may impose a special assessment collection fee, which if imposed, will be added by the County Fiscal Officer of Lucas County, Ohio to each Semiannual Assessment payment; and,

WHEREAS, The Port Authority and the District are funding the cost of the Projects through the Northwest Ohio Bond Fund with the loan ultimately being repaid over time from the amounts the Petitioner pays as special assessments; and,

WHEREAS, the Petitioner, in turn, is expected to be able to pay special assessments from the energy savings estimated to be achieved as a result of the Projects; and,

WHEREAS, the annual special assessments are to be paid in semi-annual payments over fourteen (14) years; and,

WHEREAS, the plans and specifications for the Project are on file with the Board of Trustees; and,

WHEREAS, the Petitioner's petition also waives all further notices, hearings, claims for damages, rights to appeal and other rights of property owners under the law, including but not limited to those specified in the Ohio Constitution, and Chapter 727 of the Revised Code; and,

WHEREAS, Parties consent to the immediate imposition of the special assessments upon the various properties specially benefited by Special Energy Improvement Projects; and,

WHEREAS, his special assessment process is a voluntary process with one hundred percent of the cost of the special energy improvement projects being assigned to the specially benefited properties; and,

WHEREAS, this resolution accepts and approves the petitions from the Petitioner to begin that special assessment process, and is accompanied by an ordinance to proceed with the Project; and,

WHEREAS, when the Project is complete and the final costs known, an assessing ordinance directing that the necessary special assessments be made against the benefited properties will be presented to the Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Sylvania, Lucas County, Ohio, _____ members elected thereto concurring:

SECTION 1. That this Board accepts and approves the Petition of the Petitioner for the creation of an Energy Special Improvement District (“ESID”) pursuant to Chapter 1710 of the Ohio Revised Code, including the Project described herein and in **Exhibit B** to this Resolution, which is on file with the Clerk of Council. All of the findings and determinations contained in this resolution as set forth above are incorporated herein and adopted as substantive findings and determinations of this Council.

SECTION 2. That this Council (i) accepts and confirms the inclusion of the properties listed in **Exhibit A** in the District, which, pursuant to Chapter 1710 of the Ohio Revised Code, is governed by the Corporation, and (ii) declares the necessity of the acquisition, installation and construction of the Project, which shall be constructed on the properties of the Petitioner identified in **Exhibit A**.

SECTION 3. That this Council hereby confirms its approval of the plan for the District, including (and as supplemented and amended by and to include) the plans for the Project, and the Corporation is authorized and directed to cause the Project to be constructed under such contracts as it determines to be appropriate under law and in accordance with the plan for the District, including (and as supplemented and amended by and to include) the plans for the Project.

SECTION 4. That the plans, specifications, estimates of costs, and profiles of the proposed the Project identified in **Exhibit B** on file with the Clerk of Council and open to inspection are hereby approved, and the Project shall be acquired, installed and constructed in accordance with those plans and specifications.

SECTION 5. That this Council hereby finds and determines that (i) the Project are conducive to the public health, convenience and welfare of the City and its inhabitants and (ii) the properties of the Petitioner, identified in **Exhibit A** are specially benefited by those Projects.

SECTION 6. This Council hereby accepts and approves the waiver of all further notices, hearings, claims for damages, rights to appeal and other rights of property owners under the law, including but not limited to those specified in the Ohio Constitution, and Chapter 727 of the Revised Code, and consents to the immediate imposition of the special assessments upon the properties as identified in **Exhibit A**. This waiver encompasses but is not limited to waivers of the following rights under the Revised Sections referred to below:

- The right to notice of the adoption of the Resolution of Necessity under Sections 727.13 and 727.14;
- The right to limit the amount of the special assessment under Sections 727.03 and 727.06;
- The right to file an objection to the special assessment under Section 727.15;
- The right to the establishment of, and any proceedings by and any notice from an Assessment Equalization Board under Sections 727.16 and 727.17;
- The right to file any claim for damages under Sections 727.18 through 727.22 and Section 727.43;
- The right to notice that bids or quotations for the Project may exceed estimates by 15%;
- The right to seek a deferral of payments of special assessments under Section 727.251; and
- The right to notice of the passage of the assessing ordinance under Section 727.26.
- Any and all procedural defects, errors or omissions in the special assessment process.

SECTION 7. That the total cost of the Project shall be assessed against the properties of the Petitioner identified in **Exhibit A** in proportion to the benefits resulting from the Project.

SECTION 8. That the total cost of the Project shall include any and all architectural, engineering, legal, insurance, consulting, energy auditing, planning, acquisition, installation, construction, survey, testing and inspection costs, the amount of any damages resulting from those Projects and the interest thereon, the costs incurred in connection with the preparation, levy and collection of the special assessments, the cost of purchasing and otherwise acquiring any real estate or interests therein, expenses of legal services, costs of labor and material, trustee fees and other financing costs incurred in connection with the issuance, sale and servicing of securities issued by the Port Authority to provide a loan to the Corporation to pay costs of those Projects in anticipation of its receipt of the special assessments, capitalized interest on, and financing reserve funds for, such securities issued by the Port Authority, the Port Authority administrative fee and the Port Authority program administration fee, together with all other necessary expenditures.

SECTION 9. That the estimated assessments for the Project heretofore prepared and now on file with the Clerk of Council and amounting in the aggregate to \$718,624.26 be and are hereby adopted. The special assessments to be levied shall be paid in 14 annual (28 semi-annual) installments, with interest thereon at the same rate or rates as shall be borne by the securities to be issued by the Port Authority and loaned to the Corporation for the Project in anticipation of its receipt of the special assessments. Each semi-annual payment represents the payment of a portion of the principal of and interest on the Port Authority's revenue bonds and the scheduled amounts payable as the Port Authority administrative fee, and the Port authority program administration fee due with respect to each semi-annual payment. The County Fiscal Officer of Lucas County, Ohio may impose a special assessment collection fee, which if imposed, will be added by the County Fiscal Officer of Lucas County, Ohio to each Semiannual Assessment payment.

SECTION 10. That the City of Sylvania does not intend to issue its own securities in anticipation of the levy or collection of the special assessments for the Project, which instead shall be paid for initially from proceeds of the securities issued by the Port Authority loaned to the Corporation for that purpose, and repaid through the special assessment process described herein.

SECTION 11. That this Council finds and determines that all formal actions of this Council and any of its Committees concerning and relating to the adoption of this Resolution were taken, and all deliberations of this Council or any of its Committees that resulted in such formal actions were held in meetings open to the public, in compliance with all legal requirements including those of Section 121.22 of the Revised Code.

SECTION 12. That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the reason that the City of Sylvania should become a member of the ESID at the earliest possible time. Provided this Resolution receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote dispensing with the second and third readings: Yeas _____ Nays _____

Passed, _____, 2019, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

**JOINT PETITION TO THE CITY OF SYLVANIA AND THE
NORTHWEST OHIO ADVANCED ENERGY IMPROVEMENT
DISTRICT TO ESTABLISH AN ENERGY SPECIAL
IMPROVEMENT DISTRICT UNDER CHAPTER 1710 OF THE
OHIO REVISED CODE**

To the Council, City of Sylvania, Lucas County, Ohio:

BACKGROUND

In 2010, the Toledo-Lucas County Port Authority (“the Port Authority”) and the City of Toledo were awarded a \$15 million United States Department of Energy BetterBuildings Program grant. The purpose of the grant is to implement the wide-scale use of energy efficiency and alternative energy practices and solutions in commercial, governmental and industrial facilities throughout the region. The Port Authority is administering the BetterBuildings Program with the goals of:

- Implementing energy efficiency and alternative energy solutions to reduce energy costs for property owners and businesses;
- Transforming how the region consumes energy;
- Becoming a self-sustaining program;
- Creating jobs within all sectors of the workforce; and
- Becoming a best-practice model providing a platform for similar programs across the nation.

To build a sustainable program, in 2011 the Port Authority petitioned the City of Toledo to create an Energy Special Improvement District (the “District” or the “ESID”) under Ohio Revised Code Chapter 1710 and, in accordance with the requirements of the law, a non-profit Corporation to govern the District. That non-profit Corporation is known as the Northwest Ohio Advanced Energy Improvement District (“the Corporation”). The City of Toledo adopted Resolution Number 207-11 and created the District within the geographical boundaries of the City of Toledo. The City of Oregon adopted Resolution 132-2013, expanding the District to also include the geographical boundaries of the City of Oregon. The City of Maumee adopted Resolution 142-14, expanding the District to also include the geographical boundaries of the City of Maumee. The City of Northwood adopted Ordinance 2018-08, expanding the District to also include the geographical boundaries of the City of Northwood. The Township of Springfield adopted Resolution 15-018, expanding the District to also include the geographical boundaries of the Township of Springfield. The Township of Sylvania adopted Resolution 16-030, expanding the District to also include the geographical boundaries of the Township of Sylvania. The Township of Swanton adopted Resolution 42-2017, expanding the District to also include the geographical boundaries of the Township of Swanton. The Township of Monclova adopted Resolution 06052017-01, expanding the District to also include the geographical boundaries of the Township of Monclova.

Property owners within the District are permitted to make energy efficiency improvements to their properties, which constitute “special energy improvement projects” under Ohio Revised

Code Chapter 1710, and have the costs of the special energy improvement projects paid by way of voluntary special assessments following the process set out in Chapters 727 and 1710 of the Ohio Revised Code. Unlike more traditional special improvement districts, energy special improvement districts may not include any property owners who do not want to be included in the district. The process and the program are entirely voluntary.

To date, the District created through the joint action of the City of Toledo and the Port Authority includes only properties within the City of Toledo, City of Oregon, City of Maumee, City of Northwood, Township of Monclova, Township of Springfield, Township of Swanton and Township of Sylvania. However, the District can be expanded to include other municipalities and townships that desire to participate and permit property owners in their communities to finance energy efficiency improvements through the program of voluntary special assessments.

Article III of the Code of Regulations of the District provides that the District may be expanded to include areas outside the City of Toledo under the following procedures:

The geographical boundaries of the Corporation may be expanded to include areas contained within municipalities or townships not currently included in the geographic boundaries of the district, provided:

- (1) such expansion is approved by the applicable municipality or township (a/k/a participating political subdivision) in accordance with the procedures set forth in Revised Code Chapter 1710; and
- (2) each parcel of property contains or will contain an energy special improvement project approved by the Board of Directors.

If a property owner not within the area of one of the Corporation's participating political subdivisions submits an application to the Corporation to become a member, and a majority of the Board of Directors approves the application, the Corporation and the property owner may jointly submit a petition to the political subdivision in question seeking to bring the parcel and the political subdivision into the district and the Corporation.

**JOINT PETITION TO EXPAND THE DISTRICT TO INCLUDE
THE CITY OF SYLVANIA**

The Vibrant Ventures, LLC ("Owner") is the owner of certain real properties located in the City of Sylvania, Lucas County, Ohio consisting of Lucas County Auditor Parcel Number 78-12415 ("the Property"). Owner desires to improve the Property through the following special energy project ("the Project"):

1. LED lighting improvements
2. HVAC Replacement
3. New Doors & Ceiling Fans
4. Wall & Ceiling Insulation

On November 1, 2018, the District's Board of Directors approved the application of the Owner to become a member of the District and agreed to jointly petition the City of Sylvania to approve an expansion of the District to encompass the geographical boundaries of the City of Sylvania.

The process for expanding the District to include other political subdivisions is the same as the original process undertaken by the City of Toledo and is guided by the provisions of Chapter 1710 of the Ohio Revised Code. If the City of Sylvania approves a resolution agreeing to participate, then the Board of Directors of the District will be expanded to include a representative of the legislative authority of the City of Sylvania in accordance with Revised Code 1710.04(A).

Accordingly, the Owner and the Board of Directors of the Northwest Ohio Advanced Energy Improvement District hereby jointly petition the City of Sylvania for the establishment of an energy special improvement district ("Sylvania District") in accordance with Chapter 1710 of the Ohio Revised Code. In accordance with Chapter 1710, the purpose of the District is to develop and implement plans for public improvements and public services that benefit the District, but limited to special energy improvement projects as provided for in Chapter 1710, including but not limited to energy efficiency improvements and customer-generated energy projects.

Pursuant to Ohio Revised Code 1710.02, the Sylvania District is to be governed by the board of trustees of a nonprofit corporation. The name of the corporation ("Corporation") shall be, at any time and from time to time, the unique proper name of each participating political subdivision, as defined in Ohio Revised Code ("ORC") Section 1710.02(E), of the special improvement district governed by the Board of Directors of the Corporation, separated by commas, and followed by the words "Advanced Energy Improvement Corporation." For demonstration purposes, as of the adoption of this Code of Regulations, the name of the Corporation shall be "Toledo, Oregon, Maumee, Northwood, Sylvania, Township of Monclova, Township of Springfield, Township of Swanton, and Township of Sylvania, Ohio Advanced Energy Improvement Corporation." The Corporation shall operate under the registered name "Northwest Ohio Advanced Energy Improvement District."

Pursuant to the Code of Regulations of the Northwest Ohio Advanced Energy Improvement District, attached to this Petition as **Exhibit A**, the Corporation shall be governed by and its affairs shall be managed by its Board of Directors which shall consist of at least five (5) directors. The initial organization of the Corporation shall provide for five (5) directors. The board may elect to expand the number of directors to no more than fifteen (15). The board shall include:

- Each municipal corporation with a population of 200,000 residents or more shall have two seats on the Board of Directors: one person shall be appointed by the legislative authority of the municipality, and the other person shall be the municipal executive or their designee;
- Each municipal corporation with a population of less than 200,000 residents shall have one seat on the Board of Directors: the legislative authority and the municipal executive shall jointly appoint and designate one person;
- Each township shall have one seat on the Board of Directors, appointed by the

- legislative authority of the township; and
- All other board members shall be members of the district, that is, they shall be owners of property within the district with an approved special energy project but they need not be residents of the district.

The Plan for services and public improvements within the expanded District is set forth on the attached **Exhibit B**, and includes a description of various special energy projects approved to date, and the special energy projects for each participating parcel of property in the expanded District.

In accordance with Revised Coded Chapter 1710, the Council of the City of Sylvania shall, within sixty (60) days of submittal, approve or disapprove this Petition and the Articles of Incorporation of the District. Upon such approval and following a meeting of the reconstituted board of directors of the District, petitions will be submitted to the City of Sylvania from time to time seeking to commence the process of special assessments to pay the costs of the special energy improvement projects within the City of Sylvania.

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EXHIBIT A

Code of Regulations of the Corporation

EXHIBIT B

**PLAN FOR THE IMPROVEMENTS, SERVICES AND OPERATION OF
THE EXPANDED ENERGY SPECIAL IMPROVEMENT DISTRICT FOR
THE CITIES OF TOLEDO, OREGON, MAUMEE, NORTHWOOD,
SYLVANIA, AND THE TOWNSHIPS OF MONCLOVA, SPRINGFIELD,
SWANTON AND SYLVANIA**

Project Plan for Vibrant Ventures, LLC

The real property owned by Vibrant Ventures, LLC, the legal description of the property is set forth on the attached Exhibit C, will be subject to special assessments for energy improvements in accordance with Revised Code Chapter 1710.

The Project is expected to consist of the following energy efficiency elements:

1. LED Lighting
2. Ceiling & Wall Insulation
3. HVAC Replacement
4. Doors & Ceiling Fans

Total project cost: \$435,254.00

Total cost including financing and other charges: \$515,449.32

Total loan payments to be collected: \$31,757.60

Total assessment payments to be collected: \$718,624.26

Estimated Annual assessment payment: \$51,330.30

Estimated semi-annual special assessments for 14 years*: varies per tables below

Number of semi-annual installments: 28

First annual installment due: January 31, 2020

**Note: Lucas County will add 1% processing charge to the annual assessment amount.*

County Taxable Year	Total Annual Assessment Parcel 78-12415	Year Payments Are Due	1st Half (Due 1/31)	2nd Half (Due 7/31)
2019	\$51,330.30	2020	\$25,665.15	\$25,665.15
2020	\$51,330.30	2021	\$25,665.15	\$25,665.15
2021	\$51,330.30	2022	\$25,665.15	\$25,665.15
2022	\$51,330.30	2023	\$25,665.15	\$25,665.15
2023	\$51,330.30	2024	\$25,665.15	\$25,665.15
2024	\$51,330.30	2025	\$25,665.15	\$25,665.15
2025	\$51,330.30	2026	\$25,665.15	\$25,665.15
2026	\$51,330.30	2027	\$25,665.15	\$25,665.15
2027	\$51,330.30	2028	\$25,665.15	\$25,665.15
2028	\$51,330.30	2029	\$25,665.15	\$25,665.15
2029	\$51,330.30	2030	\$25,665.15	\$25,665.15
2030	\$51,330.30	2031	\$25,665.15	\$25,665.15
2031	\$51,330.30	2032	\$25,665.15	\$25,665.15
2032	\$51,330.36	2033	\$25,665.15	\$25,665.21
Total Assessment	\$718,624.26			

EXHIBIT C

LEGAL DESCRIPTION OF PROPERTY

Part of the North 20 acres of the West 1/2 of the Southwest 1/4 of Section 8, Town 9 South, Range 6 East, Situate in the City of Sylvania, Lucas County, Ohio, bounded and described as follows:

Commencing at a found iron bolt at the Northwest corner of the Southwest 1/4 of said Section 8; Thence South 89 deg. 22' 09" East along the North line of the Southwest 1/4 of said Section 8, said line also being the centerline of Little Road (60 feet wide), a distance of 208.72 feet to a set P.K. nail at the Point of Beginning; Thence continuing South 89 deg. 22' 09" East along the Southwest 1/4 of said Section 8, a distance of 501.63 feet to a P.K. nail; Thence South 0 deg. 17' 49" West along a line that is 666.00 feet West of and parallel with the East line of the West 1/4 of the Southwest 1/4 of said Section 8, a distance of 633.74 feet to a found capped 1/4 inch iron rod, passing through a found capped 1/4 inch iron rod at 30.00 feet; Thence North 89 deg. 22' 09" West along the South line of the North 20 acres of the West 1/4 of the Southwest 1/4 of said Section 8, a distance of 509.05 feet to a capped 1/4 inch iron rod set; Thence North 00 deg. 00' 05" West along a line that is 198.00 feet East of and parallel with the West line the Southwest 1/4 of said Section 8, a distance of 198.00 feet to a capped 1/4 inch iron rod set; Thence North 89 deg. 22' 09" West, a distance of 198.00 feet to a P.K. nail set, passing through a capped iron rod set at 168.00 feet; Thence North 00 deg. 00' 05" West along the West line of the Southwest 1/4 of said Section 8, said line also being the centerline of Centennial Road (60 feet wide), a distance 227.05 feet to a P.K. nail set; Thence South 89 deg. 22' 09" East along a line that is 208.72 feet South of and parallel with the North line of the Southwest 1/4 of said Section 8, a distance of 208.72 feet to a capped 1/4 inch iron rod set, passing through a capped 1/4 inch iron rod set at 30.00 feet; Thence North 00 deg. 00' 05" West along a line that is 208.72 feet East of and parallel with the West line of the Southwest 1/4 of said Section 8, a distance of 208.72 feet to the Point of Beginning, passing through a capped 1/4 inch iron rod set at 178.72 feet; containing 8.410 acres of land, more or less, of which 0.501 acre lies in the Little Road and Centennial Road right of way.

Tax Parcel No. 78-12415

EXHIBIT D

ENERGY PROJECT AGREEMENT

(Attached)

ENERGY PROJECT AGREEMENT

WHEREAS, Vibrant Ventures, LLC, a Michigan limited liability company with an address of 5340 N. Centennial Road, Sylvania Ohio 43560 (known herein as "Borrower"), has made application to the Northwest Ohio Advanced Energy Improvement District ("the District") for financing a certain special energy improvement project ("Energy Project"), more particularly described in Borrower's application ("Application"); and

WHEREAS, the Energy Project has an overall estimated cost of Four Hundred Thirty-Five Thousand Two Hundred Fifty-Four Dollars (\$435,254.00) (excluding interest and other transactional and carrying costs, all of which shall be included in the Special Assessments described below) as shown in Exhibit B which the District has agreed to finance; and

WHEREAS, Borrower requests that the Energy Project be financed through special assessments ("Special Assessments") upon the real property upon which the Energy Project will be constructed and exist ("the Property") as allowed under Ohio Revised Code Chapters 1710 and 727; and

WHEREAS, the District agrees to undertake the financing of the Energy Project through Special Assessments upon the condition that the Borrower agrees to impose the Special Assessments upon the Property and provide full cooperation with and assistance to the District and other entities and institutions involved in the process of approving and imposing the Special Assessments; and

WHEREAS, in order to induce the District to provide financing for the Energy Project, the Borrower agrees to provide all such cooperation and assistance necessary for the imposition of the Special Assessments upon the Property.

NOW THEREFORE, in consideration of the mutual promises set forth herein, effective the 18 day of December 2018, the Borrower and the District do hereby enter into this Agreement to Impose Special Assessments ("Agreement") as follows:

1. Consent to Special Assessments. The Borrower consents to the imposition of Special Assessments upon the Property, which is commonly referred to as 5340 N. Centennial Road, Sylvania, OH 43560 which consists of the following county auditor parcel(s): 78-12415. A legal description of the Property is attached hereto as Exhibit A and incorporated herein by reference. In the event there are additional or other parcels of property that are not listed but which are benefitted by the Energy Project, the Borrower consents to the imposition of the Special Assessments with respect to those parcels as well. The Borrower acknowledges that the Special Assessments will constitute a lien upon the Property and may be enforced and collected in accordance with law, including the provisions of Chapter 727 of the Ohio Revised Code. The Special Assessments shall be in an amount sufficient to finance all of the cost of the Energy Project, as determined by and in the sole discretion of the District, including but not limited to the cost of: labor, materials, equipment, engineering, design, audits, interest, carrying costs, taxes, filing fees, recording charges and all other costs incident to the Energy Project. Borrower acknowledges that the estimated cost of the Energy Project is only an estimate and that the actual cost of the Energy

Project may be more or less than the estimate and that such estimate does not limit the amount of the Special Assessments; provided, however, that the sum total of all Special Assessments will not exceed the amount listed on Exhibit B. The Borrower agrees that one hundred percent (100%) of the Special Assessments shall be imposed upon the Property and that the Property is being specially benefitted to the full extent of the Special Assessments. The Special Assessments may continue for such period of time as allowed by law and shall continue for the full period of time required to pay the District for all costs, including financing costs, for the Energy Project.

2. **Agreement to Cooperate.** Borrower agrees to provide full and timely cooperation to the District and the agencies, entities and institutions involved in the special assessment process, including but not limited to: the District, the Toledo-Lucas County Port Authority, the City of Sylvania, the Lucas County Auditor, and the Lucas County Treasurer, so that the Special Assessments are imposed upon the Property and enforceable against the Property. The Borrower agrees to apply to the District for approval of its Energy Project and for admission as a member of the District. The Borrower shall cause a representative to appear at any necessary hearings or legal proceedings involving the Special Assessments and cooperate in such hearings or legal proceedings so that the Special Assessments are approved and become binding upon the Property. The Borrower agrees to provide on-going cooperation with the District and all other agencies, entities and institutions involved in the special assessment process during the entire period of time any of the financing for the Energy Project remains outstanding. In the event the Property is located in a political subdivision that is not, as of the date of this Agreement, within the jurisdiction of the District, the Borrower will cooperate with the District in seeking to expand that jurisdiction of the District to include the political subdivision in which the Property is located, including petitioning for such expansion.

3. **Execution of Documents; Appointment of Agent.** Upon the request of the District, the Borrower shall execute all applications, petitions for special assessments, waivers, acknowledgements, and other instruments, documents and papers ("Documents") necessary or helpful to impose the Special Assessments upon the Property and to acknowledge the validity and binding nature of such Special Assessments. To facilitate that process, the Borrower hereby irrevocably appoints the District's Chairperson, or such other individual as the District may name from time to time, as the Borrower's attorney-in-fact and agent with full and complete authority to execute all such Documents, including but not limited to the petition for Special Assessments, on behalf of the Borrower and to bind the Borrower and the Property to the Special Assessments, including making all waivers of hearings and notices concerning the Special Assessments.

Without limiting the generality of the foregoing grant of authority, the Borrower grants the District full irrevocable power and authority in the place of Borrower and in the name of Borrower or in District's own name, for the purpose of carrying out the terms of this Agreement, to perform, at any time and from time to time, each agreement contained in this Agreement that is on Borrower's part to be complied with, and to take any and all actions and to execute and deliver any and all Documents which may be necessary or desirable to give District the full benefit of this Agreement, in each case as District may from time to time deem advisable, Borrower hereby agreeing that District shall owe no duty whatever to Borrower to perform any such agreement, to take any such action, or to execute or deliver any such Document or, having done so any one or more times, to thereafter continue doing so. Without limiting the generality of the foregoing, Borrower hereby

irrevocably authorizes District, at any time and from time to time, to (a) fill in any blank space contained in this Agreement or another Document, (b) correct patent errors, to complete and correct the description of the Property, and to complete the date herein or therein, (c) file and sign, on Borrower's behalf, at Borrower's expense and without Borrower's signature, such petitions for special assessments, waivers, affidavits, assignments, financing statements, endorsements of specific items of collateral, mortgages, powers of attorney, security agreements, or other Documents as District may from time to time deem advisable for the better evidencing, perfection, protection, or validation of, or realization of the benefits of this Agreement, and (d) to the extent District filed any such petitions for special assessments, waivers, affidavits, assignments, financing statements, endorsements of specific items of collateral, mortgages, powers of attorney, security agreements, or other Documents prior to the date of this Agreement, all such actions and Documents are hereby ratified by Borrower.

4. **Waiver of Certain Rights.** The Borrower acknowledges that the process for the imposition of special assessments provides the owner of property subject to such special assessments with certain rights, including rights to: receive notices of proceedings; object to the imposition of the special assessments; claim damages; participate in hearings; take appeals from proceedings imposing special assessments; participate in and prosecute court proceedings, as well as other rights under law, including but not limited to those provided for or specified in the United States Constitution, the Ohio Constitution, Chapter 727 of the Ohio Revised Code, the Sylvania City Charter and the Sylvania Municipal Code (collectively, "Assessment Rights"). The Borrower hereby irrevocably waives all Assessment Rights and consents to the imposition of the Special Assessments immediately or at such time as the District determines to be appropriate, and the Borrower expressly requests the entities involved with the special assessment process to promptly proceed with the imposition of the Special Assessment upon the Property. The Borrower further waives: any and all questions as to the constitutionality of the law under which the Energy Project will be constructed and the Special Assessments imposed upon the Property; the jurisdiction of the Council acting thereunder; and the right to file a claim for damages as provided in Revised Code section 727.18 and Sylvania Charter.

5. **Representations and Warranties.** The Borrower represents and warrants that:

- A. The Borrower is an existing Michigan limited liability company in good standing;
- B. The Borrower owns the Property in fee simple absolute, and has the full legal authority to subject the Property to the Special Assessments;
- C. The Borrower is duly authorized to enter into this Agreement;
- D. Entering into this Agreement will not result in the breach of any other agreement to which the Borrower is a party, either jointly or individually; and
- E. All of the factual statements concerning the Borrower contained in the Application and in this Agreement are true and accurate to the best of the Borrower's knowledge and belief and if there is a material change in the accuracy or truthfulness of any such factual statement, the Borrower will promptly disclose the same to the District.

6. **Assignment; Third Party Beneficiaries.** The Borrower may assign this Agreement without the consent of the District, in accordance with the terms and conditions set forth in that certain Loan and Security Agreement by and between the parties of even date herewith. The District may assign this Agreement, or any portion of its benefits or obligations, freely to another party, with or without the consent of the Borrower.

7. **Default.** If any of the following events shall occur, it shall be deemed a default ("Default") under this Agreement and the District shall be entitled to avail itself of any rights or remedies under this Agreement and any rights or remedies provided under law:

- A. The Borrower fails to pay an installment of any Special Assessment when due.
- B. The Borrower fails to perform any other obligation under this Agreement and the failure continues for a period of ten (10) days after written notice from the District.
- C. The Borrower is in breach of any of its representations or warranties under this Agreement.
- D. The Borrower abandons the Property.
- E. The Borrower commits waste upon the Property.
- F. The Borrower becomes bankrupt or insolvent or files or has filed against it a petition in bankruptcy or for reorganization or arrangement or other relief under the bankruptcy laws or any similar state law or makes an assignment for the benefit of creditors.

In the event of a Default, then, in addition to any other remedy the District may have, the District may recover from Borrower all damages it incurs by reason of the Default, including its reasonable attorneys' fees and expenses.

8. **General.**

- A. If any provision of this Agreement is found to be invalid, illegal or unenforceable under any applicable statute or law, such provision shall to that extent be deemed to be omitted, and the remaining provisions of this Agreement shall not be affected in any way.
- B. The Borrower acknowledges that it has read and understands this Agreement and is bound by its terms. This Agreement contains the entire understanding and agreement of the parties with respect to the matters contained herein, and supersedes all prior proposals and understandings between the parties.
- C. This Agreement shall not be modified or altered except as by a written instrument duly executed by all parties.
- D. The Borrower acknowledges that they have had an opportunity to review this Agreement and to be advised by an attorney of their choosing as to the Agreement's terms, conditions and provisions. The Borrower is entering into this Agreement knowingly and voluntarily.
- E. The District and the Borrower are, in relation to one another, independent contractors and not agents of one another, except to the extent the District is authorized to act on behalf of the Borrower in accordance with paragraph 3 above.

The parties have no fiduciary obligations to one another and are not, by entering into this Agreement, assuming any such fiduciary obligations.

- F. The Borrower acknowledges that the District has been created under provisions of the Revised Code and that the District's authority, as well as the authority of its employees, agents and representatives is limited under law.
- G. The District may cause this Agreement to be recorded in the office of the Lucas County Recorder. The obligations created by this Agreement shall run with and be binding upon the land regardless of the owner of Property until duly released by the District.
- H. The Borrower will provide written notice to the District of any sale or transfer of the Property.
- I. The Borrower shall disclose the existence of this Agreement to any purchaser or transferee of the Property and inform such purchaser or transferee of the nature and extent of the Special Assessments before entering into a binding agreement for the sale or transfer of the Property.
- J. The Borrower acknowledges that the Special Assessments, when levied against the Property, will be payable in cash within thirty (30) days from the date of passage of the ordinance levying the final assessment if permitted by law and that if such Special Assessment is not paid in cash, the balance will be certified to the Auditor of Lucas County, as provided by law, to be placed by the Auditor on the tax list and duplicate and collected as other taxes are collected in such number of semi-annual installments as determined by the District and as allowed by law, together with interest at the same rate as shall be borne by the loans received or bonds issued to pay the costs of the Energy Project or in anticipation of the collection of the Special Assessments. Notwithstanding the foregoing, the Borrower waives and authorizes the District to waive on its behalf, the right to pay the Special Assessments in cash.
- K. At such time as the Special Assessments are no longer necessary to finance the Energy Project, the District having recovered all of its costs, and all other requirements under this Agreement have been fulfilled, the District will provide a release of this Agreement and cause the same to be recorded in the office of the Lucas County Recorder.
- L. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio, without regard to its conflict of laws principles.
- M. Any legal proceeding, including any arbitration or litigation, concerning this agreement, directly or indirectly, shall be heard only in a state or federal court with proper jurisdiction in Lucas County, Ohio.

BORROWER:

Vibrant Ventures, LLC

By: *Kevin Swearingen*
Kevin Swearingen, Member

Date: 12/18/18



Teresa N Snyder
Notary Public - Ohio
Lucas County
My Commission Expires 08/17/2021

On the 18 day of December, 2018 personally appeared before me, a notary public in and for the State of Ohio, Kevin Swearingen, Member, on behalf of Vibrant Ventures, LLC, who acknowledged that he/she did execute the foregoing Energy Project Agreement on behalf of Vibrant Ventures, LLC, and that the same was the free act and deed of Vibrant Ventures, LLC.

Teresa N Snyder
Notary Public

DISTRICT:

The Northwest Ohio Advanced Energy Improvement District

By: *Kevin Moyer*
Kevin Moyer, Chairperson

Date: 12/18/18

On the 18 day of December 2018 personally appeared before me, a notary public in and for the State of Ohio, Kevin Moyer, the Chairperson of the Northwest Ohio Advanced Energy Improvement District who acknowledged that he did execute the foregoing Energy Project Agreement on behalf of the Northwest Ohio Advanced Energy Improvement District and that the same was the free act and deed of said Northwest Ohio Advanced Energy Improvement District.

Teresa N Snyder
Notary Public



Teresa N Snyder
Notary Public - Ohio
Lucas County
My Commission Expires 08/17/2021

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Part of the North 20 acres of the West 1/2 of the Southwest 1/4 of Section 8, Town 9 South, Range 6 East, Situate in the City of Sylvania, Lucas County, Ohio, bounded and described as follows:

Commencing at a found iron bolt at the Northwest corner of the Southwest 1/4 of said Section 8; Thence South 89 deg. 22' 09" East along the North line of the Southwest 1/4 of said Section 8, said line also being the centerline of Little Road (60 feet wide), a distance of 208.72 feet to a set P.K. nail at the Point of Beginning; Thence continuing South 89 deg. 22' 09" East along the Southwest 1/4 of said Section 8, a distance of 501.63 feet to a P.K. nail; Thence South 0 deg. 17' 49" West along a line that is 666.00 feet West of and parallel with the East line of the West 1/4 of the Southwest 1/4 of said Section 8, a distance of 633.74 feet to a found capped 1/4 inch iron rod, passing through a found capped 1/4 inch iron rod at 30.00 feet; Thence North 89 deg. 22' 09" West along the South line of the North 20 acres of the West 1/4 of the Southwest 1/4 of said Section 8, a distance of 509.05 feet to a capped 1/4 inch iron rod set; Thence North 00 deg. 00' 05" West along a line that is 198.00 feet East of and parallel with the West line the Southwest 1/4 of said Section 8, a distance of 198.00 feet to a capped 1/4 inch iron rod set; Thence North 89 deg. 22' 09" West; a distance of 198.00 feet to a P.K. nail set, passing through a capped iron rod set at 168.00 feet; Thence North 00 deg. 00' 05" West along the West line of the Southwest 1/4 of said Section 8, said line also being the centerline of Centennial Road (60 feet wide), a distance 227.05 feet to a P.K. nail set; Thence South 89 deg. 22' 09" East along a line that is 208.72 feet South of and parallel with the North line of the Southwest 1/4 of said Section 8, a distance of 208.72 feet to a capped 1/4 inch iron rod set, passing through a capped 1/4 inch iron rod set at 30.00 feet; Thence North 00 deg. 00' 05" West along a line that is 208.72 feet East of and parallel with the West line of the Southwest 1/4 of said Section 8, a distance of 208.72 feet to the Point of Beginning, passing through a capped 1/4 inch iron rod set at 178.72 feet; containing 8.410 acres of land, more or less, of which 0.501 acre lies in the Little Road and Centennial Road right of way.

Tax Parcel No. 78-12415

EXHIBIT B

Project Plan for Vibrant Ventures, LLC

The real property owned by Vibrant Ventures, LLC, the legal description of the property is set forth on the attached Exhibit A, will be subject to special assessments for energy improvements in accordance with Revised Code Chapter 1710.

The Project is expected to consist of the following energy efficiency elements:

1. LED Lighting
2. Wall & Ceiling Insulation
3. Furnace Replacement
4. Doors & Ceiling Fans

Total project cost: \$435,254.00

Total cost including financing and other charges: \$515,449.32

Total loan payments to be collected: \$31,757.60

Total assessment payments to be collected: \$718,624.26

Estimated Annual assessment payment: \$51,330.30

Estimated semi-annual special assessments for 14 years*: varies per tables below

Number of semi-annual installments: 28

First annual installment due: January 31, 2020

**Note: Lucas County will add 1% processing charge to the annual assessment amount.*

County Taxable Year	Total Annual Assessment Parcel 78-12415	Year Payments Are Due	1st Half (Due 1/31)	2nd Half (Due 7/31)
2019	\$51,330.30	2020	\$25,665.15	\$25,665.15
2020	\$51,330.30	2021	\$25,665.15	\$25,665.15
2021	\$51,330.30	2022	\$25,665.15	\$25,665.15
2022	\$51,330.30	2023	\$25,665.15	\$25,665.15
2023	\$51,330.30	2024	\$25,665.15	\$25,665.15
2024	\$51,330.30	2025	\$25,665.15	\$25,665.15
2025	\$51,330.30	2026	\$25,665.15	\$25,665.15
2026	\$51,330.30	2027	\$25,665.15	\$25,665.15
2027	\$51,330.30	2028	\$25,665.15	\$25,665.15
2028	\$51,330.30	2029	\$25,665.15	\$25,665.15
2029	\$51,330.30	2030	\$25,665.15	\$25,665.15
2030	\$51,330.30	2031	\$25,665.15	\$25,665.15
2031	\$51,330.30	2032	\$25,665.15	\$25,665.15
2032	\$51,330.36	2033	\$25,665.15	\$25,665.21
Total Assessment	\$718,624.26			

**Property Assessed Clean
Energy (PACE) Financing
&
Better Buildings of
Northwest Ohio Program**

*Teresa N. Snyder
Business Development Manager*

419-260-1277

tsnyder@toledoport.org

www.toledoport.org



TOLEDO | LUCAS COUNTY
PORT AUTHORITY
PROGRAM

Why Building Owners Love PACE



TOLEDO | LUCAS COUNTY
PORT AUTHORITY
PROGRAM

- 100% funding for energy efficiency improvements including architect, design, engineering, construction management, financing, equipment cost and installation labor.
- Long-term fix rates up to 15 years. Recent rates have been 5.00%-6.00%.
- Paid back semi-annually through energy improvement special assessment on property tax duplicate.
- Preserves existing owner equity, cash, capital budgets and lending lines of credit for other business purposes.
- Improvements transfer with property upon sale.
- Energy and maintenance savings provide cash flow to pay assessments.
- Easy documentation with money available on demand after approval.
- Projects between \$25,000 - \$10,000,000

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Business Eligibility

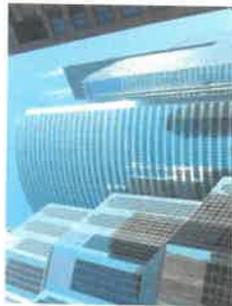
Work with all types and sizes of businesses to provide energy efficient solutions for existing structures to make them more efficient and productive while making our environment cleaner.



TOLEDO | LUCAS COUNTY
A
PORT AUTHORITY
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Industrial / Manufacturing



Commercial / Retail



Government / Municipal



**Educational –
K-12 & Colleges/Universities**



Healthcare



Residential

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Equipment Eligibility



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● Retrofits

- Lighting
- Energy Mgt. Systems
- High efficiency HVAC
 - Ground Source Heat Pumps
- Compressed Air
- Building Envelope
- Steam Systems/Boilers
 - Heat and Industrial Usage
- Refrigeration Systems
- Solar Hot Water



● Energy Projects

- Waste Energy Recovery
 - Absorption Chillers
 - Process Reviews
- Distributed & Renewable Power Generation
- Electrical Distribution Upgrades
 - Power Factor Correction
 - Transformer Replacement
- District Heating/Cooling Systems - Geothermal
- Combined Heat/Power Systems



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How it Works



TOLEDO | LUCAS COUNTY
A
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- Apply online <http://www.toledoport.org/services/energy-finance/betterbuildings-northwest-ohio/application/>
- 3 years of business financials.
- 2 years of building utility data.
- Scope of work delineation
- Improvement cost budget with energy savings calculation.
- Sign Agreement to be Assessed & Lender Consent if applicable.
- We take care of City Assessment Process.

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One Maritime Plaza – Energy Assessment Example

- Semi-annual payments through county
- Flexible terms
- Covers all implementation and financing costs
- Sign agreement to be assessed... we do the rest!

toledoportauthority.org



Parcel : 15-47328 Assessor : 01-005-011.0
Address : 1 MARITIME PLAZA TOLEDO OH 43624

Disclaimer: This data represents a percentage breakdown of amounts due based on current tax values and levies in effect for the 2012 Tax Duplicate, due and payable in 2013.

Values

Land :	35% Value (Taxable)	100% Value (Assessed Market)	Class/Landuse :	C/47
Building :	236,150	674,700		
Total :	491,680	1,404,800		
	727,630	2,079,500		

Tax Distribution by Government and Fund Type (Purpose)

Levies	Percentage	Fund	Fund
LUCAS COUNTY GENERAL FUND	2.33%	192.23	364.47
METROPARKS - OPERATING	2.65%	221.11	442.22
MENTAL HEALTH AND RECOVERY DEVELOPMENTAL DISABILITIES	2.92%	240.91	481.82
CHILDREN'S SERVICES	5.24%	432.32	864.64
PORT AUTHORITY	2.80%	231.01	462.02
ZOO - IMPROVEMENT	0.44%	36.30	72.60
ZOO - OPERATING	1.17%	96.53	193.06
911 TELEPHONE	0.99%	81.68	163.36
SENIOR SERVICES	0.82%	67.65	135.31
SCIENCE AND NATURAL HISTORY	0.52%	42.90	85.80
SUBTOTAL	0.20%	16.50	33.00
TOLEDO CITY GENERAL FUND	20.11%	1,658.14	3,318.30
POLICE PENSION	4.43%	365.49	730.98
FIREMEN PENSION	0.35%	28.88	57.75
SUBTOTAL	0.35%	28.88	57.75
OTHER TOLEDO/LUCAS COUNTY LIBRARY T.A.T.A.	5.13%	423.25	846.48
SUBTOTAL	3.38%	278.86	557.72
TOLEDO CITY SCHOOL DISTRICT GENERAL FUND	2.92%	240.91	481.82
BOND RETIREMENT	6.30%	519.77	1,039.54
PERMANENT IMPROV FAC	61.80%	5,098.72	10,197.43
SUBTOTAL	6.07%	500.80	1,001.59
GENERAL TOTAL	0.52%	48.87	97.38
	68.45%	5,648.18	11,296.38
	100%	\$8,250.35	\$16,500.70

Special Assessments :

Project	Fund	Fund
T.A.S.D.-MOSQUITO	26.51	51.02
PORT AUTHORITY E-310 11-4-201	\$3,025.00	10,065.00
STREET SERVICES 2 & 3-TOLEDO LIGHTS H SPECIAL REQ.-TOLEDO TREE MAINTENANCE-TOLEDO	209.79	419.58
	275.57	551.14
	54.93	109.86
SPECIALS TOTAL	\$53,600.80	\$107,201.60
Total Taxes :	\$61,651.16	\$123,702.30

ORDINANCE NO. 1 -2019

DETERMINING TO PROCEED WITH CERTAIN VIBRANT VENTURES ENERGY IMPROVEMENT PROJECT BY WAY OF SPECIAL ASSESSMENTS IN ACCORDANCE WITH CHAPTERS 1710 AND 727 OF THE OHIO REVISED CODE; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Toledo, City of Oregon, City of Maumee, City of Northwood, City of Sylvania, Township of Monclova, Township of Springfield, Township of Swanton, Township of Sylvania, Ohio and the Toledo-Lucas County Port Authority (“Port Authority”) have partnered to create an Energy Special Improvement District (“District”) under Ohio Revised Code Chapter 1710 and a non-profit corporation, known as the Northwest Ohio Advanced Energy Improvement District (“Corporation”), to govern the District; and,

WHEREAS, property owners within the District are permitted to make certain “energy efficiency improvements” to their properties, which constitute a “special energy improvement project”, and pay for the cost of the special energy improvement project by way of special assessments in accordance with the process set out in Chapters 727 and 1710 of the Ohio Revised Code; and,

WHEREAS, Revised Code Section 1710.01(G) provides that special energy improvement projects (including energy efficiency improvements) constitute public improvements and are therefore subject to special assessments; and,

WHEREAS, Vibrant Ventures, LLC (the “Petitioner”) is the owner of 100% of the property described on **Exhibit A** attached hereto (the “Property”); and,

WHEREAS, the Petitioner has executed an Energy Project Agreement (the “Agreement”) which appoints the Chairperson of the Corporation, as the attorney-in-fact and agent for the Petitioner with the authority to act on behalf of the Petitioner in the special assessment process, and a copy of the Agreement is attached to the Petition as **Exhibit C**; and,

WHEREAS, pursuant to the Agreement, and upon Application to the District for membership and financing of special energy improvement projects to the Property; the Port Authority, Corporation, and the Petitioner have caused an energy audit to the property to be completed; and,

WHEREAS, the energy audit has identified energy conservation measures, all of which qualify as energy efficiency improvements as defined in Revised Code Section 1710.01(K), which the Petitioner has determined to proceed with implementation, and to pay by way of special assessments; and,

WHEREAS, The Petitioner has submitted to this Council a petition (“Petition”) seeking (i) the addition certain of its property to the District and (ii) approval of an amendment to the District’s comprehensive plan for special energy improvement projects to include the Vibrant Ventures Energy Improvement Project (the “Project” or the “Vibrant Ventures Energy Improvement Project”) and requesting that the Project be undertaken by the District and that the costs thereof be specially assessed against the Property of the Petitioner specially benefited thereby; and,

WHEREAS, a complete list and description of the Project is on file with the Clerk of Sylvania City Council and is attached as Exhibit B to this Resolution which provides the following information for the Project:

1. Identification of the parcel number and name of the property/building to be improved;
2. A description of the nature of the special energy improvement project for the particular parcel;
3. The estimated amount of the special assessment to be levied against each parcel of property and the number of years the special assessment will be collected (if not paid in

cash within 30 days after the passage of the assessing ordinance as provided by law);
and,

WHEREAS, The total dollar cost of the Project, capitalized interest on the Port Authority's revenue bonds, reserve fund for the Port Authority's bonds, the cost of issuance of the Port Authority's revenue bonds, or the associated costs of issuance of the Northwest Ohio Advanced Energy Improvement District' bond fund (collectively, the "Project"), is estimated to be Five Hundred Fifteen Thousand Four Hundred Forty-Nine Dollars and Thirty-Two Cents (\$515,449.32), with each semi-annual payment representing the payment of a portion of the principal of and interest on the Port Authority's revenue bonds and the scheduled amounts payable as the Port Authority administrative fee, and the Port authority program administration fee due with respect to each semi-annual payment; and,

WHEREAS, the County Fiscal Officer of Lucas County, Ohio may impose a special assessment collection fee, which if imposed, will be added by the County Fiscal Officer of Lucas County, Ohio to each Semiannual Assessment payment; and,

WHEREAS, The Port Authority and the District will fund the cost of the Project through either the issuance of bonds or the revolving loan fund, however, ultimately, the loan will be repaid over time from the amounts the Petitioner pays as special assessments; and,

WHEREAS, the Petitioner, in turn, is expected to be able to pay the special assessments from the energy savings estimated to be achieved as a result of the Project; and,

WHEREAS, the annual special assessments for the Project are to be paid in semi-annual payments over fourteen (14) years; and,

WHEREAS, The plans and specifications for the Project are on file with the Clerk of Council; and,

WHEREAS, the Petitioner's petition also waives all further notices, hearings, claims for damages, rights to appeal and other rights of property owners under the law, including but not limited to those specified in the Ohio Constitution, Chapter 727 of the Revised Code, the Sylvania City Charter and the Sylvania Municipal Code; and,

WHEREAS, the Petitioner consents to the immediate imposition of the special assessments upon the Property specially benefited by the Project; and,

WHEREAS, this special assessment process is a voluntary process with one hundred percent of the cost of the special energy improvement projects being assigned to the specially benefited property; and,

WHEREAS, this resolution accepts and approves the petition from the Petitioner to begin that special assessment process, and is accompanied by an ordinance to proceed with the Project; and,

WHEREAS, when the Project is complete and the final costs known, an assessing ordinance directing that the necessary special assessments be made against the benefited Property will be presented to the Council.

NOW, THEREFORE BE IT ORDAINED by the Council of the City of Sylvania, Lucas County, Ohio, _____ members elected thereto concurring:

SECTION 1. That this Council hereby determines to proceed with the Project as described in the Petitioner's Petition and in the Resolution of Necessity, including the Exhibit B thereto, and in accordance with the plans, specifications, profiles and estimates of costs previously approved and now on file with the Clerk of Council.

SECTION 2. That the Corporation shall cause the Project to be constructed under such contracts as it determines to be appropriate under law and in accordance with the plans and specifications approved by this Council.

SECTION 3. That the total cost of the Project to be assessed in accordance with the Resolution of Necessity shall be assessed on the property in the manner and pursuant to the payment schedule set forth in the Resolution of Necessity, and the estimated special assessments

prepared and filed in the Office of the Clerk of Council are adopted.

SECTION 4. That the Clerk of Council is hereby directed to deliver a certified copy of this Ordinance to the County Auditor within fifteen (15) days after its passage, but in no event later than the second Monday in September, 2019 (or by such other date as may be specified in the Ohio Revised Code or acceptable to the County Auditor of Lucas County, Ohio for the certification of assessments in connection with the preparation of the general tax list for tax year 2019).

SECTION 5. That this Council finds and determines that all formal actions of this Council and any of its Committees concerning and relating to the passage of this Ordinance were taken, and that all deliberations of this Council or any of its Committees that resulted in such formal action were held in meetings open to the public, in compliance with all legal requirements including those of Section 121.22 of the Ohio Revised Code.

SECTION 6. That the Clerk of Council is hereby directed to post a copy of this Ordinance in the Office of the Clerk of Council in the Municipal Building pursuant to ARTICLE III, Section 12, of the Charter of this City.

SECTION 7. That this Ordinance is declared to be an emergency measure and shall take effect and be in force from and after its passage. The reason for the emergency lies in the fact that this Ordinance is necessary for the immediate preservation of the public peace, health, safety and property; and for the further reason that immediate action is necessary in order to conserve energy, protect the environment of the City and undertake the construction of necessary public improvements, as well as, enable and provide for the timely levying, certification and collection of special assessments for the Project.

Vote dispensing with the second and third readings: Yeas _____ Nays _____

Passed, _____, 2019, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

**JOINT PETITION TO THE CITY OF SYLVANIA AND THE
NORTHWEST OHIO ADVANCED ENERGY IMPROVEMENT
DISTRICT TO ESTABLISH AN ENERGY SPECIAL
IMPROVEMENT DISTRICT UNDER CHAPTER 1710 OF THE
OHIO REVISED CODE**

To the Council, City of Sylvania, Lucas County, Ohio:

BACKGROUND

In 2010, the Toledo-Lucas County Port Authority (“the Port Authority”) and the City of Toledo were awarded a \$15 million United States Department of Energy BetterBuildings Program grant. The purpose of the grant is to implement the wide-scale use of energy efficiency and alternative energy practices and solutions in commercial, governmental and industrial facilities throughout the region. The Port Authority is administering the BetterBuildings Program with the goals of:

- Implementing energy efficiency and alternative energy solutions to reduce energy costs for property owners and businesses;
- Transforming how the region consumes energy;
- Becoming a self-sustaining program;
- Creating jobs within all sectors of the workforce; and
- Becoming a best-practice model providing a platform for similar programs across the nation.

To build a sustainable program, in 2011 the Port Authority petitioned the City of Toledo to create an Energy Special Improvement District (the “District” or the “ESID”) under Ohio Revised Code Chapter 1710 and, in accordance with the requirements of the law, a non-profit Corporation to govern the District. That non-profit Corporation is known as the Northwest Ohio Advanced Energy Improvement District (“the Corporation”). The City of Toledo adopted Resolution Number 207-11 and created the District within the geographical boundaries of the City of Toledo. The City of Oregon adopted Resolution 132-2013, expanding the District to also include the geographical boundaries of the City of Oregon. The City of Maumee adopted Resolution 142-14, expanding the District to also include the geographical boundaries of the City of Maumee. The City of Northwood adopted Ordinance 2018-08, expanding the District to also include the geographical boundaries of the City of Northwood. The Township of Springfield adopted Resolution 15-018, expanding the District to also include the geographical boundaries of the Township of Springfield. The Township of Sylvania adopted Resolution 16-030, expanding the District to also include the geographical boundaries of the Township of Sylvania. The Township of Swanton adopted Resolution 42-2017, expanding the District to also include the geographical boundaries of the Township of Swanton. The Township of Monclova adopted Resolution 06052017-01, expanding the District to also include the geographical boundaries of the Township of Monclova.

Property owners within the District are permitted to make energy efficiency improvements to their properties, which constitute “special energy improvement projects” under Ohio Revised

Code Chapter 1710, and have the costs of the special energy improvement projects paid by way of voluntary special assessments following the process set out in Chapters 727 and 1710 of the Ohio Revised Code. Unlike more traditional special improvement districts, energy special improvement districts may not include any property owners who do not want to be included in the district. The process and the program are entirely voluntary.

To date, the District created through the joint action of the City of Toledo and the Port Authority includes only properties within the City of Toledo, City of Oregon, City of Maumee, City of Northwood, Township of Monclova, Township of Springfield, Township of Swanton and Township of Sylvania. However, the District can be expanded to include other municipalities and townships that desire to participate and permit property owners in their communities to finance energy efficiency improvements through the program of voluntary special assessments.

Article III of the Code of Regulations of the District provides that the District may be expanded to include areas outside the City of Toledo under the following procedures:

The geographical boundaries of the Corporation may be expanded to include areas contained within municipalities or townships not currently included in the geographic boundaries of the district, provided:

- (1) such expansion is approved by the applicable municipality or township (a/k/a participating political subdivision) in accordance with the procedures set forth in Revised Code Chapter 1710; and
- (2) each parcel of property contains or will contain an energy special improvement project approved by the Board of Directors.

If a property owner not within the area of one of the Corporation's participating political subdivisions submits an application to the Corporation to become a member, and a majority of the Board of Directors approves the application, the Corporation and the property owner may jointly submit a petition to the political subdivision in question seeking to bring the parcel and the political subdivision into the district and the Corporation.

**JOINT PETITION TO EXPAND THE DISTRICT TO INCLUDE
THE CITY OF SYLVANIA**

The Vibrant Ventures, LLC ("Owner") is the owner of certain real properties located in the City of Sylvania, Lucas County, Ohio consisting of Lucas County Auditor Parcel Number 78-12415 ("the Property"). Owner desires to improve the Property through the following special energy project ("the Project"):

1. LED lighting improvements
2. HVAC Replacement
3. New Doors & Ceiling Fans
4. Wall & Ceiling Insulation

On November 1, 2018, the District's Board of Directors approved the application of the Owner to become a member of the District and agreed to jointly petition the City of Sylvania to approve an expansion of the District to encompass the geographical boundaries of the City of Sylvania.

The process for expanding the District to include other political subdivisions is the same as the original process undertaken by the City of Toledo and is guided by the provisions of Chapter 1710 of the Ohio Revised Code. If the City of Sylvania approves a resolution agreeing to participate, then the Board of Directors of the District will be expanded to include a representative of the legislative authority of the City of Sylvania in accordance with Revised Code 1710.04(A).

Accordingly, the Owner and the Board of Directors of the Northwest Ohio Advanced Energy Improvement District hereby jointly petition the City of Sylvania for the establishment of an energy special improvement district ("Sylvania District") in accordance with Chapter 1710 of the Ohio Revised Code. In accordance with Chapter 1710, the purpose of the District is to develop and implement plans for public improvements and public services that benefit the District, but limited to special energy improvement projects as provided for in Chapter 1710, including but not limited to energy efficiency improvements and customer-generated energy projects.

Pursuant to Ohio Revised Code 1710.02, the Sylvania District is to be governed by the board of trustees of a nonprofit corporation. The name of the corporation ("Corporation") shall be, at any time and from time to time, the unique proper name of each participating political subdivision, as defined in Ohio Revised Code ("ORC") Section 1710.02(E), of the special improvement district governed by the Board of Directors of the Corporation, separated by commas, and followed by the words "Advanced Energy Improvement Corporation." For demonstration purposes, as of the adoption of this Code of Regulations, the name of the Corporation shall be "Toledo, Oregon, Maumee, Northwood, Sylvania, Township of Monclova, Township of Springfield, Township of Swanton, and Township of Sylvania, Ohio Advanced Energy Improvement Corporation." The Corporation shall operate under the registered name "Northwest Ohio Advanced Energy Improvement District."

Pursuant to the Code of Regulations of the Northwest Ohio Advanced Energy Improvement District, attached to this Petition as **Exhibit A**, the Corporation shall be governed by and its affairs shall be managed by its Board of Directors which shall consist of at least five (5) directors. The initial organization of the Corporation shall provide for five (5) directors. The board may elect to expand the number of directors to no more than fifteen (15). The board shall include:

- Each municipal corporation with a population of 200,000 residents or more shall have two seats on the Board of Directors: one person shall be appointed by the legislative authority of the municipality, and the other person shall be the municipal executive or their designee;
- Each municipal corporation with a population of less than 200,000 residents shall have one seat on the Board of Directors: the legislative authority and the municipal executive shall jointly appoint and designate one person;
- Each township shall have one seat on the Board of Directors, appointed by the

- legislative authority of the township; and
- All other board members shall be members of the district, that is, they shall be owners of property within the district with an approved special energy project but they need not be residents of the district.

The Plan for services and public improvements within the expanded District is set forth on the attached **Exhibit B**, and includes a description of various special energy projects approved to date, and the special energy projects for each participating parcel of property in the expanded District.

In accordance with Revised Coded Chapter 1710, the Council of the City of Sylvania shall, within sixty (60) days of submittal, approve or disapprove this Petition and the Articles of Incorporation of the District. Upon such approval and following a meeting of the reconstituted board of directors of the District, petitions will be submitted to the City of Sylvania from time to time seeking to commence the process of special assessments to pay the costs of the special energy improvement projects within the City of Sylvania.

[BALANCE OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Vibrant Ventures, LLC has caused this Petition to be executed by Vibrant Ventures, LLC Member, this 18 day of December, 2018.

By: [Signature]
Kevin Swearingen, Member
Vibrant Ventures, LLC

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

On this 18 day of December, 2018, before me, a Notary Public, in and for said County and State, personally appeared Kevin Swearingen, Vibrant Ventures, LLC Member, who affirmed that pursuant to due authorization he executed the within and foregoing instrument, and that the same is his free act and deed, and the free act and deed of said the Vibrant Ventures, LLC.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.



Teresa N Snyder
Notary Public - Ohio
Lucas County
My Commission Expires 08/17/2021

[Signature]
Notary Public

IN WITNESS WHEREOF, the Northwest Ohio Advanced Energy Improvement District has caused this Petition to be executed by Kevin Moyer in his official capacity as Chairman of the Northwest Ohio Advanced Energy Improvement District this 18 day of December, 2018.

**NORTHWEST OHIO ADVANCED
ENERGY IMPROVEMENT DISTRICT**

By: [Signature]
Kevin Moyer,
Chairman

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

On this 18 day of December, 2018, before me, a Notary Public, in and for said County and State, personally appeared Kevin Moyer, Chairman, Northwest Ohio Advanced Energy Improvement District, who affirmed that pursuant to due authorization he executed the within and foregoing instrument, and that the same is his free act and deed, and the free act and deed of said Northwest Ohio Advanced Energy Improvement District.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.



Teresa N Snyder
Notary Public - Ohio
Lucas County
My Commission Expires 08/17/2021 Page 5 of 9

[Signature]
Notary Public

EXHIBIT A

Code of Regulations of the Corporation

EXHIBIT B

**PLAN FOR THE IMPROVEMENTS, SERVICES AND OPERATION OF
THE EXPANDED ENERGY SPECIAL IMPROVEMENT DISTRICT FOR
THE CITIES OF TOLEDO, OREGON, MAUMEE, NORTHWOOD,
SYLVANIA, AND THE TOWNSHIPS OF MONCLOVA, SPRINGFIELD,
SWANTON AND SYLVANIA**

Project Plan for Vibrant Ventures, LLC

The real property owned by Vibrant Ventures, LLC, the legal description of the property is set forth on the attached Exhibit C, will be subject to special assessments for energy improvements in accordance with Revised Code Chapter 1710.

The Project is expected to consist of the following energy efficiency elements:

1. LED Lighting
2. Ceiling & Wall Insulation
3. HVAC Replacement
4. Doors & Ceiling Fans

Total project cost: \$435,254.00

Total cost including financing and other charges: \$515,449.32

Total loan payments to be collected: \$31,757.60

Total assessment payments to be collected: \$718,624.26

Estimated Annual assessment payment: \$51,330.30

Estimated semi-annual special assessments for 14 years*: varies per tables below

Number of semi-annual installments: 28

First annual installment due: January 31, 2020

**Note: Lucas County will add 1% processing charge to the annual assessment amount.*

County Taxable Year	Total Annual Assessment Parcel 78-12415	Year Payments Are Due	1st Half (Due 1/31)	2nd Half (Due 7/31)
2019	\$51,330.30	2020	\$25,665.15	\$25,665.15
2020	\$51,330.30	2021	\$25,665.15	\$25,665.15
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2032	\$51,330.36	2033	\$25,665.15	\$25,665.21
Total Assessment	\$718,624.26			

EXHIBIT C

LEGAL DESCRIPTION OF PROPERTY

Part of the North 20 acres of the West 1/2 of the Southwest 1/4 of Section 8, Town 9 South, Range 6 East, Situate in the City of Sylvania, Lucas County, Ohio, bounded and described as follows:

Commencing at a found iron bolt at the Northwest corner of the Southwest 1/4 of said Section 8; Thence South 89 deg. 22' 09" East along the North line of the Southwest 1/4 of said Section 8, said line also being the centerline of Little Road (60 feet wide), a distance of 208.72 feet to a set P.K. nail at the Point of Beginning; Thence continuing South 89 deg. 22' 09" East along the Southwest 1/4 of said Section 8, a distance of 501.63 feet to a P.K. nail; Thence South 0 deg. 17' 49" West along a line that is 666.00 feet West of and parallel with the East line of the West 1/4 of the Southwest 1/4 of said Section 8, a distance of 633.74 feet to a found capped 1/4 inch iron rod, passing through a found capped 1/4 inch iron rod at 30.00 feet; Thence North 89 deg. 22' 09" West along the South line of the North 20 acres of the West 1/4 of the Southwest 1/4 of said Section 8, a distance of 509.05 feet to a capped 1/4 inch iron rod set; Thence North 00 deg. 00' 05" West along a line that is 198.00 feet East of and parallel with the West line the Southwest 1/4 of said Section 8, a distance of 198.00 feet to a capped 1/4 inch iron rod set; Thence North 89 deg. 22' 09" West, a distance of 198.00 feet to a P.K. nail set, passing through a capped iron rod set at 168.00 feet; Thence North 00 deg. 00' 05" West along the West line of the Southwest 1/4 of said Section 8, said line also being the centerline of Centennial Road (60 feet wide), a distance 227.05 feet to a P.K. nail set; Thence South 89 deg. 22' 09" East along a line that is 208.72 feet South of and parallel with the North line of the Southwest 1/4 of said Section 8, a distance of 208.72 feet to a capped 1/4 inch iron rod set, passing through a capped 1/4 inch iron rod set at 30.00 feet; Thence North 00 deg. 00' 05" West along a line that is 208.72 feet East of and parallel with the West line of the Southwest 1/4 of said Section 8, a distance of 208.72 feet to the Point of Beginning, passing through a capped 1/4 inch iron rod set at 178.72 feet; containing 8.410 acres of land, more or less, of which 0.501 acre lies in the Little Road and Centennial Road right of way.

Tax Parcel No. 78-12415

EXHIBIT D

ENERGY PROJECT AGREEMENT

(Attached)

ENERGY PROJECT AGREEMENT

WHEREAS, Vibrant Ventures, LLC, a Michigan limited liability company with an address of 5340 N. Centennial Road, Sylvania Ohio 43560 (known herein as "Borrower"), has made application to the Northwest Ohio Advanced Energy Improvement District ("the District") for financing a certain special energy improvement project ("Energy Project"), more particularly described in Borrower's application ("Application"); and

WHEREAS, the Energy Project has an overall estimated cost of Four Hundred Thirty-Five Thousand Two Hundred Fifty-Four Dollars (\$435,254.00) (excluding interest and other transactional and carrying costs, all of which shall be included in the Special Assessments described below) as shown in Exhibit B which the District has agreed to finance; and

WHEREAS, Borrower requests that the Energy Project be financed through special assessments ("Special Assessments") upon the real property upon which the Energy Project will be constructed and exist ("the Property") as allowed under Ohio Revised Code Chapters 1710 and 727; and

WHEREAS, the District agrees to undertake the financing of the Energy Project through Special Assessments upon the condition that the Borrower agrees to impose the Special Assessments upon the Property and provide full cooperation with and assistance to the District and other entities and institutions involved in the process of approving and imposing the Special Assessments; and

WHEREAS, in order to induce the District to provide financing for the Energy Project, the Borrower agrees to provide all such cooperation and assistance necessary for the imposition of the Special Assessments upon the Property.

NOW THEREFORE, in consideration of the mutual promises set forth herein, effective the 18 day of December 2018, the Borrower and the District do hereby enter into this Agreement to Impose Special Assessments ("Agreement") as follows:

1. **Consent to Special Assessments.** The Borrower consents to the imposition of Special Assessments upon the Property, which is commonly referred to as 5340 N. Centennial Road, Sylvania, OH 43560 which consists of the following county auditor parcel(s): 78-12415. A legal description of the Property is attached hereto as Exhibit A and incorporated herein by reference. In the event there are additional or other parcels of property that are not listed but which are benefitted by the Energy Project, the Borrower consents to the imposition of the Special Assessments with respect to those parcels as well. The Borrower acknowledges that the Special Assessments will constitute a lien upon the Property and may be enforced and collected in accordance with law, including the provisions of Chapter 727 of the Ohio Revised Code. The Special Assessments shall be in an amount sufficient to finance all of the cost of the Energy Project, as determined by and in the sole discretion of the District, including but not limited to the cost of: labor, materials, equipment, engineering, design, audits, interest, carrying costs, taxes, filing fees, recording charges and all other costs incident to the Energy Project. Borrower acknowledges that the estimated cost of the Energy Project is only an estimate and that the actual cost of the Energy

Project may be more or less than the estimate and that such estimate does not limit the amount of the Special Assessments; provided, however, that the sum total of all Special Assessments will not exceed the amount listed on Exhibit B. The Borrower agrees that one hundred percent (100%) of the Special Assessments shall be imposed upon the Property and that the Property is being specially benefitted to the full extent of the Special Assessments. The Special Assessments may continue for such period of time as allowed by law and shall continue for the full period of time required to pay the District for all costs, including financing costs, for the Energy Project.

2. **Agreement to Cooperate.** Borrower agrees to provide full and timely cooperation to the District and the agencies, entities and institutions involved in the special assessment process, including but not limited to: the District, the Toledo-Lucas County Port Authority, the City of Sylvania, the Lucas County Auditor, and the Lucas County Treasurer, so that the Special Assessments are imposed upon the Property and enforceable against the Property. The Borrower agrees to apply to the District for approval of its Energy Project and for admission as a member of the District. The Borrower shall cause a representative to appear at any necessary hearings or legal proceedings involving the Special Assessments and cooperate in such hearings or legal proceedings so that the Special Assessments are approved and become binding upon the Property. The Borrower agrees to provide on-going cooperation with the District and all other agencies, entities and institutions involved in the special assessment process during the entire period of time any of the financing for the Energy Project remains outstanding. In the event the Property is located in a political subdivision that is not, as of the date of this Agreement, within the jurisdiction of the District, the Borrower will cooperate with the District in seeking to expand that jurisdiction of the District to include the political subdivision in which the Property is located, including petitioning for such expansion.

3. **Execution of Documents; Appointment of Agent.** Upon the request of the District, the Borrower shall execute all applications, petitions for special assessments, waivers, acknowledgements, and other instruments, documents and papers ("Documents") necessary or helpful to impose the Special Assessments upon the Property and to acknowledge the validity and binding nature of such Special Assessments. To facilitate that process, the Borrower hereby irrevocably appoints the District's Chairperson, or such other individual as the District may name from time to time, as the Borrower's attorney-in-fact and agent with full and complete authority to execute all such Documents, including but not limited to the petition for Special Assessments, on behalf of the Borrower and to bind the Borrower and the Property to the Special Assessments, including making all waivers of hearings and notices concerning the Special Assessments.

Without limiting the generality of the foregoing grant of authority, the Borrower grants the District full irrevocable power and authority in the place of Borrower and in the name of Borrower or in District's own name, for the purpose of carrying out the terms of this Agreement, to perform, at any time and from time to time, each agreement contained in this Agreement that is on Borrower's part to be complied with, and to take any and all actions and to execute and deliver any and all Documents which may be necessary or desirable to give District the full benefit of this Agreement, in each case as District may from time to time deem advisable, Borrower hereby agreeing that District shall owe no duty whatever to Borrower to perform any such agreement, to take any such action, or to execute or deliver any such Document or, having done so any one or more times, to thereafter continue doing so. Without limiting the generality of the foregoing, Borrower hereby

irrevocably authorizes District, at any time and from time to time, to (a) fill in any blank space contained in this Agreement or another Document, (b) correct patent errors, to complete and correct the description of the Property, and to complete the date herein or therein, (c) file and sign, on Borrower's behalf, at Borrower's expense and without Borrower's signature, such petitions for special assessments, waivers, affidavits, assignments, financing statements, endorsements of specific items of collateral, mortgages, powers of attorney, security agreements, or other Documents as District may from time to time deem advisable for the better evidencing, perfection, protection, or validation of, or realization of the benefits of this Agreement, and (d) to the extent District filed any such petitions for special assessments, waivers, affidavits, assignments, financing statements, endorsements of specific items of collateral, mortgages, powers of attorney, security agreements, or other Documents prior to the date of this Agreement, all such actions and Documents are hereby ratified by Borrower.

4. **Waiver of Certain Rights.** The Borrower acknowledges that the process for the imposition of special assessments provides the owner of property subject to such special assessments with certain rights, including rights to: receive notices of proceedings; object to the imposition of the special assessments; claim damages; participate in hearings; take appeals from proceedings imposing special assessments; participate in and prosecute court proceedings, as well as other rights under law, including but not limited to those provided for or specified in the United States Constitution, the Ohio Constitution, Chapter 727 of the Ohio Revised Code, the Sylvania City Charter and the Sylvania Municipal Code (collectively, "Assessment Rights"). The Borrower hereby irrevocably waives all Assessment Rights and consents to the imposition of the Special Assessments immediately or at such time as the District determines to be appropriate, and the Borrower expressly requests the entities involved with the special assessment process to promptly proceed with the imposition of the Special Assessment upon the Property. The Borrower further waives: any and all questions as to the constitutionality of the law under which the Energy Project will be constructed and the Special Assessments imposed upon the Property; the jurisdiction of the Council acting thereunder; and the right to file a claim for damages as provided in Revised Code section 727.18 and Sylvania Charter.

5. **Representations and Warranties.** The Borrower represents and warrants that:

- A. The Borrower is an existing Michigan limited liability company in good standing;
- B. The Borrower owns the Property in fee simple absolute, and has the full legal authority to subject the Property to the Special Assessments;
- C. The Borrower is duly authorized to enter into this Agreement;
- D. Entering into this Agreement will not result in the breach of any other agreement to which the Borrower is a party, either jointly or individually; and
- E. All of the factual statements concerning the Borrower contained in the Application and in this Agreement are true and accurate to the best of the Borrower's knowledge and belief and if there is a material change in the accuracy or truthfulness of any such factual statement, the Borrower will promptly disclose the same to the District.

6. **Assignment; Third Party Beneficiaries.** The Borrower may assign this Agreement without the consent of the District, in accordance with the terms and conditions set forth in that certain Loan and Security Agreement by and between the parties of even date herewith. The District may assign this Agreement, or any portion of its benefits or obligations, freely to another party, with or without the consent of the Borrower.

7. **Default.** If any of the following events shall occur, it shall be deemed a default ("Default") under this Agreement and the District shall be entitled to avail itself of any rights or remedies under this Agreement and any rights or remedies provided under law:

- A. The Borrower fails to pay an installment of any Special Assessment when due.
- B. The Borrower fails to perform any other obligation under this Agreement and the failure continues for a period of ten (10) days after written notice from the District.
- C. The Borrower is in breach of any of its representations or warranties under this Agreement.
- D. The Borrower abandons the Property.
- E. The Borrower commits waste upon the Property.
- F. The Borrower becomes bankrupt or insolvent or files or has filed against it a petition in bankruptcy or for reorganization or arrangement or other relief under the bankruptcy laws or any similar state law or makes an assignment for the benefit of creditors.

In the event of a Default, then, in addition to any other remedy the District may have, the District may recover from Borrower all damages it incurs by reason of the Default, including its reasonable attorneys' fees and expenses.

8. **General.**

- A. If any provision of this Agreement is found to be invalid, illegal or unenforceable under any applicable statute or law, such provision shall to that extent be deemed to be omitted, and the remaining provisions of this Agreement shall not be affected in any way.
- B. The Borrower acknowledges that it has read and understands this Agreement and is bound by its terms. This Agreement contains the entire understanding and agreement of the parties with respect to the matters contained herein, and supersedes all prior proposals and understandings between the parties.
- C. This Agreement shall not be modified or altered except as by a written instrument duly executed by all parties.
- D. The Borrower acknowledges that they have had an opportunity to review this Agreement and to be advised by an attorney of their choosing as to the Agreement's terms, conditions and provisions. The Borrower is entering into this Agreement knowingly and voluntarily.
- E. The District and the Borrower are, in relation to one another, independent contractors and not agents of one another, except to the extent the District is authorized to act on behalf of the Borrower in accordance with paragraph 3 above.

The parties have no fiduciary obligations to one another and are not, by entering into this Agreement, assuming any such fiduciary obligations.

- F. The Borrower acknowledges that the District has been created under provisions of the Revised Code and that the District's authority, as well as the authority of its employees, agents and representatives is limited under law.
- G. The District may cause this Agreement to be recorded in the office of the Lucas County Recorder. The obligations created by this Agreement shall run with and be binding upon the land regardless of the owner of Property until duly released by the District.
- H. The Borrower will provide written notice to the District of any sale or transfer of the Property.
- I. The Borrower shall disclose the existence of this Agreement to any purchaser or transferee of the Property and inform such purchaser or transferee of the nature and extent of the Special Assessments before entering into a binding agreement for the sale or transfer of the Property.
- J. The Borrower acknowledges that the Special Assessments, when levied against the Property, will be payable in cash within thirty (30) days from the date of passage of the ordinance levying the final assessment if permitted by law and that if such Special Assessment is not paid in cash, the balance will be certified to the Auditor of Lucas County, as provided by law, to be placed by the Auditor on the tax list and duplicate and collected as other taxes are collected in such number of semi-annual installments as determined by the District and as allowed by law, together with interest at the same rate as shall be borne by the loans received or bonds issued to pay the costs of the Energy Project or in anticipation of the collection of the Special Assessments. Notwithstanding the foregoing, the Borrower waives and authorizes the District to waive on its behalf, the right to pay the Special Assessments in cash.
- K. At such time as the Special Assessments are no longer necessary to finance the Energy Project, the District having recovered all of its costs, and all other requirements under this Agreement have been fulfilled, the District will provide a release of this Agreement and cause the same to be recorded in the office of the Lucas County Recorder.
- L. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio, without regard to its conflict of laws principles.
- M. Any legal proceeding, including any arbitration or litigation, concerning this agreement, directly or indirectly, shall be heard only in a state or federal court with proper jurisdiction in Lucas County, Ohio.

BORROWER:

Vibrant Ventures, LLC

By: *Kevin Swearingen*
Kevin Swearingen, Member

Date: 12/18/18



Teresa N Snyder
Notary Public - Ohio
Lucas County
My Commission Expires 08/17/2021

On the 18 day of December, 2018 personally appeared before me, a notary public in and for the State of Ohio, Kevin Swearingen, Member, on behalf of Vibrant Ventures, LLC, who acknowledged that he/she did execute the foregoing Energy Project Agreement on behalf of Vibrant Ventures, LLC, and that the same was the free act and deed of Vibrant Ventures, LLC.

Teresa N Snyder
Notary Public

DISTRICT:

The Northwest Ohio Advanced Energy Improvement District

By: *Kevin Moyer*
Kevin Moyer, Chairperson

Date: 12/18/18

On the 18 day of December 2018 personally appeared before me, a notary public in and for the State of Ohio, Kevin Moyer, the Chairperson of the Northwest Ohio Advanced Energy Improvement District who acknowledged that he did execute the foregoing Energy Project Agreement on behalf of the Northwest Ohio Advanced Energy Improvement District and that the same was the free act and deed of said Northwest Ohio Advanced Energy Improvement District.

Teresa N Snyder
Notary Public



Teresa N Snyder
Notary Public - Ohio
Lucas County
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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

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Tax Parcel No. 78-12415

EXHIBIT B

Project Plan for Vibrant Ventures, LLC

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2032	\$51,330.36	2033	\$25,665.15	\$25,665.21
Total Assessment	\$718,624.26			

ORDINANCE NO. 2 -2019

LEVYING SPECIAL ASSESSMENTS FOR THE VIBRANT VENTURES ENERGY IMPROVEMENT PROJECT; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Toledo, City of Oregon, City of Maumee, City of Northwood, City of Sylvania, Township of Monclova, Township of Springfield, Township of Swanton, Township of Sylvania, Ohio and the Toledo-Lucas County Port Authority (“Port Authority”) have partnered to create an Energy Special Improvement District (“District”) under Ohio Revised Code Chapter 1710 and a non-profit corporation, known as the Northwest Ohio Advanced Energy Improvement District (“Corporation”), to govern the District; and,

WHEREAS, property owners within the District are permitted to make certain “energy efficiency improvements” to their properties, which constitute a “special energy improvement project”, and pay for the cost of the special energy improvement project by way of special assessments in accordance with the process set out in Chapters 727 and 1710 of the Ohio Revised Code; and,

WHEREAS, Revised Code Section 1710.01(G) provides that special energy improvement projects (including energy efficiency improvements) constitute public improvements and are therefore subject to special assessments; and,

WHEREAS, Vibrant Ventures, LLC (the “Petitioner”) is the owner of 100% of the property described on **Exhibit A** attached hereto (the “Property”); and,

WHEREAS, the Petitioner has executed an Energy Project Agreement (the “Agreement”) which appoints the Chairperson of the Corporation, as the attorney-in-fact and agent for the Petitioner with the authority to act on behalf of the Petitioner in the special assessment process, and a copy of the Agreement is attached to the Petition as **Exhibit C**; and,

WHEREAS, pursuant to the Agreement, and upon Application to the District for membership and financing of special energy improvement projects to the Property; the Port Authority, Corporation, and the Petitioner have caused an energy audit to the property to be completed; and,

WHEREAS, the energy audit has identified energy conservation measures, all of which qualify as energy efficiency improvements as defined in Revised Code Section 1710.01(K), which the Petitioner has determined to proceed with implementation, and to pay by way of special assessments; and,

WHEREAS, The Petitioner has submitted to this Council a petition (“Petition”) seeking (i) the addition certain of its property to the District and (ii) approval of an amendment to the District’s comprehensive plan for special energy improvement projects to include the Vibrant Ventures Energy Improvement Project (the “Project” or the “Vibrant Ventures Energy Improvement Project’) and requesting that the Project be undertaken by the District and that the costs thereof be specially assessed against the Property of the Petitioner specially benefited thereby; and,

WHEREAS, a complete list and description of the Project is on file with the Clerk of Sylvania City Council and is attached as Exhibit B to this Resolution which provides the following information for the Project:

1. Identification of the parcel number and name of the property/building to be improved;
2. A description of the nature of the special energy improvement project for the particular parcel;
3. The estimated amount of the special assessment to be levied against each parcel of property and the number of years the special assessment will be collected (if not paid in

cash within 30 days after the passage of the assessing ordinance as provided by law);
and,

WHEREAS, the Petitioner expressly waives the right to pay the assessments in cash within 30 days after passage of the assessing ordinance; and,

WHEREAS, the annual special assessments for the Project are to be paid in semi-annual payments over fourteen (14) years; and,

WHEREAS, the plans and specifications for the Project are on file with the Clerk of Council; and,

WHEREAS, the Petitioner's petition also waives all further notices, hearings, claims for damages, rights to appeal and other rights of property owners under the law, including but not limited to those specified in the Ohio Constitution, Chapter 727 of the Revised Code, the City of Sylvania Charter and the City of Sylvania Municipal Code; and,

WHEREAS, the Petitioner consents to the immediate imposition of the special assessments upon the Property specially benefited by the Project; and,

WHEREAS, this special assessment process is a voluntary process with one hundred percent of the cost of the special energy improvement projects being assigned to the specially benefited property; and,

WHEREAS, final costs for the Project are now known and this assessing ordinance completes the assessing process, which included the adoption of a Resolution of Necessity (Resolution No. _____) and an Ordinance to Proceed (Ordinance No. _____) by levying the assessments against the benefitted Property.

NOW, THEREFORE BE IT ORDAINED by the Council of the City of Sylvania, Lucas County, Ohio, _____ members elected thereto concurring:

SECTION 1. That the special assessments for the cost of providing the Project in the District pursuant to Resolution No. _____ adopted by this Council on _____, 2018 (the Resolution of Necessity), which were filed and are on file in the office of the Clerk of Council are adopted and confirmed; provided that the cost of providing such Project is reduced to the aggregate amount of Seven Hundred Eighteen Thousand Six Hundred Twenty Four Dollars and Twenty Six Cents (\$718,624.26) which reduction is adopted and confirmed. Those special assessments are levied and assessed upon the Property in the respective amounts set forth in the schedule attached as Exhibit B and on file with the Clerk of Council, which special assessments have been calculated in a manner provided for in the Resolution of Necessity and are not in excess of the special benefits or any statutory limitation. The special assessments are levied and assessed in accordance with the payment schedule attached hereto as Exhibit B in the amounts sufficient to pay the principal of and interest and the scheduled amounts payable as the Authority administrative fee, the Authority program administration fee, and the Trustee fee due with respect to each semi-annual period identified in such payment schedule. The County Fiscal Officer of Lucas County, Ohio may impose a special assessment collection fee, which if imposed, will be added by the County Fiscal Officer of Lucas County, Ohio to each Semiannual Assessment payment.

SECTION 2. That the Petitioner waives the right to pay the special assessments in cash within thirty days after the passage of this ordinance, and shall pay the assessments in Fourteen (14) annual installments (twenty-eight [28] semi-annual installments) in accordance with the schedules attached hereto as Exhibit B. All special assessments shall be certified by the Clerk of Council to the County Auditor as provided by law to be placed on the tax duplicate and collected as taxes are collected. All payments shall be made to the County Treasurer of Lucas County, Ohio and shall be subject to the same delinquency procedures, penalties, and interest as the payment of real property taxes in accordance with Ohio Revised Code Chapter 323.

Notwithstanding the foregoing, pursuant to the Agreement between the Petitioner and the Corporation, attached to the petition as Exhibit C and providing that the Petitioner grants the Corporation the authority to determine, in its sole discretion, the amount of the special assessments, the Corporation, acting through its Chairman or other authorized representative, may annually, on or before August 15th, deliver to the City assessment officer or other appropriate official, a certificate signed by the Chairman reflecting a reduction, in whole or in part, in the amount of the special assessment to be certified by the City's assessment officer to the County Auditor in that year for placement onto the tax duplicate the following year and collected as other taxes and assessments are collected. The Corporation's certificate shall reflect payments made by or on behalf of the Petitioner, or its successors, directly to the Corporation or to the Corporation's designee for some or all of the cost of the special energy improvement project thereby resulting in a reduction in the required annual special assessment. The City's assessment officer and all officials with authority to certify special assessments to the County Auditor shall, without any further action by this Council, rely upon the Corporation's certificate and take all actions necessary to implement the annual reduction of the special assessment, if any, evidenced by the certificate. In the event the City's assessment officer does not receive such a certificate in any given year on or before August 15th, the assessment officer shall certify the full amount of the annual special assessment as provided herein to the County Auditor.

SECTION 3. The Council finds and determines that it has previously waived notice of the passage of this assessing Ordinance and therefore no notice need be published in a newspaper of

general circulation in the City.

SECTION 4. That the Clerk of Council is hereby directed to deliver a certified copy of this Ordinance to the County Auditor within fifteen (15) days after its passage, but in no event later than the second Monday in September, 2019 (or by such other date as may be specified in the Ohio Revised Code or acceptable to the County Auditor of Lucas County, Ohio for the certification of assessments in connection with the preparation of the general tax list for tax year 2019).

SECTION 5. That the proceeds of the special assessments levied by this Ordinance that are received by the City shall be applied as provided in Section 1710.12 of the Revised Code and are hereby appropriated for that purpose. This Council covenants and agrees that it will give effect to the appropriation in the ordinances it hereafter adopts appropriating money for expenditure or encumbrance. The Director of Finance is authorized and directed to make appropriate accounting entries and adjustments to reflect the City's receipt and disbursement of those proceeds.

SECTION 6. That this Council finds and determines that all formal actions of this Council and any of its Committees concerning and relating to the passage of this Ordinance were taken, and that all deliberations of this Council or any of its Committees that resulted in such formal action were held in meetings open to the public, in compliance with all legal requirements including those of Section 121.22 of the Ohio Revised Code.

SECTION 7. That the Clerk of Council is hereby directed to post a copy of this Ordinance in the Office of the Clerk of Council in the Municipal Building pursuant to ARTICLE III, Section 12, of the Charter of this City.

SECTION 8. That this Ordinance is declared to be an emergency measure and shall take effect and be in force from and after its passage. The reason for the emergency lies in the fact that this Ordinance is necessary for the immediate preservation of the public peace, health, safety and property; and for the further reason that immediate action is necessary in order to conserve energy, protect the environment of the City and undertake the construction of necessary public improvements, as well as, enable and provide for the timely levying, certification and collection of special assessments for the Project.

Vote dispensing with the second and third readings: Yeas _____ Nays _____

Passed, _____, 2019, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

**JOINT PETITION TO THE CITY OF SYLVANIA AND THE
NORTHWEST OHIO ADVANCED ENERGY IMPROVEMENT
DISTRICT TO ESTABLISH AN ENERGY SPECIAL
IMPROVEMENT DISTRICT UNDER CHAPTER 1710 OF THE
OHIO REVISED CODE**

To the Council, City of Sylvania, Lucas County, Ohio:

BACKGROUND

In 2010, the Toledo-Lucas County Port Authority (“the Port Authority”) and the City of Toledo were awarded a \$15 million United States Department of Energy BetterBuildings Program grant. The purpose of the grant is to implement the wide-scale use of energy efficiency and alternative energy practices and solutions in commercial, governmental and industrial facilities throughout the region. The Port Authority is administering the BetterBuildings Program with the goals of:

- Implementing energy efficiency and alternative energy solutions to reduce energy costs for property owners and businesses;
- Transforming how the region consumes energy;
- Becoming a self-sustaining program;
- Creating jobs within all sectors of the workforce; and
- Becoming a best-practice model providing a platform for similar programs across the nation.

To build a sustainable program, in 2011 the Port Authority petitioned the City of Toledo to create an Energy Special Improvement District (the “District” or the “ESID”) under Ohio Revised Code Chapter 1710 and, in accordance with the requirements of the law, a non-profit Corporation to govern the District. That non-profit Corporation is known as the Northwest Ohio Advanced Energy Improvement District (“the Corporation”). The City of Toledo adopted Resolution Number 207-11 and created the District within the geographical boundaries of the City of Toledo. The City of Oregon adopted Resolution 132-2013, expanding the District to also include the geographical boundaries of the City of Oregon. The City of Maumee adopted Resolution 142-14, expanding the District to also include the geographical boundaries of the City of Maumee. The City of Northwood adopted Ordinance 2018-08, expanding the District to also include the geographical boundaries of the City of Northwood. The Township of Springfield adopted Resolution 15-018, expanding the District to also include the geographical boundaries of the Township of Springfield. The Township of Sylvania adopted Resolution 16-030, expanding the District to also include the geographical boundaries of the Township of Sylvania. The Township of Swanton adopted Resolution 42-2017, expanding the District to also include the geographical boundaries of the Township of Swanton. The Township of Monclova adopted Resolution 06052017-01, expanding the District to also include the geographical boundaries of the Township of Monclova.

Property owners within the District are permitted to make energy efficiency improvements to their properties, which constitute “special energy improvement projects” under Ohio Revised

Code Chapter 1710, and have the costs of the special energy improvement projects paid by way of voluntary special assessments following the process set out in Chapters 727 and 1710 of the Ohio Revised Code. Unlike more traditional special improvement districts, energy special improvement districts may not include any property owners who do not want to be included in the district. The process and the program are entirely voluntary.

To date, the District created through the joint action of the City of Toledo and the Port Authority includes only properties within the City of Toledo, City of Oregon, City of Maumee, City of Northwood, Township of Monclova, Township of Springfield, Township of Swanton and Township of Sylvania. However, the District can be expanded to include other municipalities and townships that desire to participate and permit property owners in their communities to finance energy efficiency improvements through the program of voluntary special assessments.

Article III of the Code of Regulations of the District provides that the District may be expanded to include areas outside the City of Toledo under the following procedures:

The geographical boundaries of the Corporation may be expanded to include areas contained within municipalities or townships not currently included in the geographic boundaries of the district, provided:

- (1) such expansion is approved by the applicable municipality or township (a/k/a participating political subdivision) in accordance with the procedures set forth in Revised Code Chapter 1710; and
- (2) each parcel of property contains or will contain an energy special improvement project approved by the Board of Directors.

If a property owner not within the area of one of the Corporation's participating political subdivisions submits an application to the Corporation to become a member, and a majority of the Board of Directors approves the application, the Corporation and the property owner may jointly submit a petition to the political subdivision in question seeking to bring the parcel and the political subdivision into the district and the Corporation.

**JOINT PETITION TO EXPAND THE DISTRICT TO INCLUDE
THE CITY OF SYLVANIA**

The Vibrant Ventures, LLC ("Owner") is the owner of certain real properties located in the City of Sylvania, Lucas County, Ohio consisting of Lucas County Auditor Parcel Number 78-12415 ("the Property"). Owner desires to improve the Property through the following special energy project ("the Project"):

1. LED lighting improvements
2. HVAC Replacement
3. New Doors & Ceiling Fans
4. Wall & Ceiling Insulation

On November 1, 2018, the District's Board of Directors approved the application of the Owner to become a member of the District and agreed to jointly petition the City of Sylvania to approve an expansion of the District to encompass the geographical boundaries of the City of Sylvania.

The process for expanding the District to include other political subdivisions is the same as the original process undertaken by the City of Toledo and is guided by the provisions of Chapter 1710 of the Ohio Revised Code. If the City of Sylvania approves a resolution agreeing to participate, then the Board of Directors of the District will be expanded to include a representative of the legislative authority of the City of Sylvania in accordance with Revised Code 1710.04(A).

Accordingly, the Owner and the Board of Directors of the Northwest Ohio Advanced Energy Improvement District hereby jointly petition the City of Sylvania for the establishment of an energy special improvement district ("Sylvania District") in accordance with Chapter 1710 of the Ohio Revised Code. In accordance with Chapter 1710, the purpose of the District is to develop and implement plans for public improvements and public services that benefit the District, but limited to special energy improvement projects as provided for in Chapter 1710, including but not limited to energy efficiency improvements and customer-generated energy projects.

Pursuant to Ohio Revised Code 1710.02, the Sylvania District is to be governed by the board of trustees of a nonprofit corporation. The name of the corporation ("Corporation") shall be, at any time and from time to time, the unique proper name of each participating political subdivision, as defined in Ohio Revised Code ("ORC") Section 1710.02(E), of the special improvement district governed by the Board of Directors of the Corporation, separated by commas, and followed by the words "Advanced Energy Improvement Corporation." For demonstration purposes, as of the adoption of this Code of Regulations, the name of the Corporation shall be "Toledo, Oregon, Maumee, Northwood, Sylvania, Township of Monclova, Township of Springfield, Township of Swanton, and Township of Sylvania, Ohio Advanced Energy Improvement Corporation." The Corporation shall operate under the registered name "Northwest Ohio Advanced Energy Improvement District."

Pursuant to the Code of Regulations of the Northwest Ohio Advanced Energy Improvement District, attached to this Petition as **Exhibit A**, the Corporation shall be governed by and its affairs shall be managed by its Board of Directors which shall consist of at least five (5) directors. The initial organization of the Corporation shall provide for five (5) directors. The board may elect to expand the number of directors to no more than fifteen (15). The board shall include:

- Each municipal corporation with a population of 200,000 residents or more shall have two seats on the Board of Directors: one person shall be appointed by the legislative authority of the municipality, and the other person shall be the municipal executive or their designee;
- Each municipal corporation with a population of less than 200,000 residents shall have one seat on the Board of Directors: the legislative authority and the municipal executive shall jointly appoint and designate one person;
- Each township shall have one seat on the Board of Directors, appointed by the

- legislative authority of the township; and
- All other board members shall be members of the district, that is, they shall be owners of property within the district with an approved special energy project but they need not be residents of the district.

The Plan for services and public improvements within the expanded District is set forth on the attached **Exhibit B**, and includes a description of various special energy projects approved to date, and the special energy projects for each participating parcel of property in the expanded District.

In accordance with Revised Coded Chapter 1710, the Council of the City of Sylvania shall, within sixty (60) days of submittal, approve or disapprove this Petition and the Articles of Incorporation of the District. Upon such approval and following a meeting of the reconstituted board of directors of the District, petitions will be submitted to the City of Sylvania from time to time seeking to commence the process of special assessments to pay the costs of the special energy improvement projects within the City of Sylvania.

[BALANCE OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Vibrant Ventures, LLC has caused this Petition to be executed by Vibrant Ventures, LLC Member, this 18 day of December, 2018.

By: [Signature]
Kevin Swearingen, Member
Vibrant Ventures, LLC

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

On this 18 day of December, 2018, before me, a Notary Public, in and for said County and State, personally appeared Kevin Swearingen, Vibrant Ventures, LLC Member, who affirmed that pursuant to due authorization he executed the within and foregoing instrument, and that the same is his free act and deed, and the free act and deed of said the Vibrant Ventures, LLC.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.



Teresa N Snyder
Notary Public - Ohio
Lucas County
My Commission Expires 08/17/2021

[Signature]
Notary Public

WITNESS WHEREOF, the Northwest Ohio Advanced Energy Improvement District has caused this Petition to be executed by Kevin Moyer in his official capacity as Chairman of the Northwest Ohio Advanced Energy Improvement District this 18 day of December, 2018.

NORTHWEST OHIO ADVANCED ENERGY IMPROVEMENT DISTRICT

By: [Signature]
Kevin Moyer,
Chairman

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

On this 18 day of December, 2018, before me, a Notary Public, in and for said County and State, personally appeared Kevin Moyer, Chairman, Northwest Ohio Advanced Energy Improvement District, who affirmed that pursuant to due authorization he executed the within and foregoing instrument, and that the same is his free act and deed, and the free act and deed of said Northwest Ohio Advanced Energy Improvement District.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.



Teresa N Snyder
Notary Public - Ohio
Lucas County
My Commission Expires 08/17/2021 Page 5 of 9

[Signature]
Notary Public

EXHIBIT A

Code of Regulations of the Corporation

EXHIBIT B

**PLAN FOR THE IMPROVEMENTS, SERVICES AND OPERATION OF
THE EXPANDED ENERGY SPECIAL IMPROVEMENT DISTRICT FOR
THE CITIES OF TOLEDO, OREGON, MAUMEE, NORTHWOOD,
SYLVANIA, AND THE TOWNSHIPS OF MONCLOVA, SPRINGFIELD,
SWANTON AND SYLVANIA**

Project Plan for Vibrant Ventures, LLC

The real property owned by Vibrant Ventures, LLC, the legal description of the property is set forth on the attached Exhibit C, will be subject to special assessments for energy improvements in accordance with Revised Code Chapter 1710.

The Project is expected to consist of the following energy efficiency elements:

1. LED Lighting
2. Ceiling & Wall Insulation
3. HVAC Replacement
4. Doors & Ceiling Fans

Total project cost: \$435,254.00

Total cost including financing and other charges: \$515,449.32

Total loan payments to be collected: \$31,757.60

Total assessment payments to be collected: \$718,624.26

Estimated Annual assessment payment: \$51,330.30

Estimated semi-annual special assessments for 14 years*: varies per tables below

Number of semi-annual installments: 28

First annual installment due: January 31, 2020

**Note: Lucas County will add 1% processing charge to the annual assessment amount.*

County Taxable Year	Total Annual Assessment Parcel 78-12415	Year Payments Are Due	1st Half (Due 1/31)	2nd Half (Due 7/31)
2019	\$51,330.30	2020	\$25,665.15	\$25,665.15
2020	\$51,330.30	2021	\$25,665.15	\$25,665.15
2021	\$51,330.30	2022	\$25,665.15	\$25,665.15
2022	\$51,330.30	2023	\$25,665.15	\$25,665.15
2023	\$51,330.30	2024	\$25,665.15	\$25,665.15
2024	\$51,330.30	2025	\$25,665.15	\$25,665.15
2025	\$51,330.30	2026	\$25,665.15	\$25,665.15
2026	\$51,330.30	2027	\$25,665.15	\$25,665.15
2027	\$51,330.30	2028	\$25,665.15	\$25,665.15
2028	\$51,330.30	2029	\$25,665.15	\$25,665.15
2029	\$51,330.30	2030	\$25,665.15	\$25,665.15
2030	\$51,330.30	2031	\$25,665.15	\$25,665.15
2031	\$51,330.30	2032	\$25,665.15	\$25,665.15
2032	\$51,330.36	2033	\$25,665.15	\$25,665.21
Total Assessment	\$718,624.26			

EXHIBIT C

LEGAL DESCRIPTION OF PROPERTY

Part of the North 20 acres of the West 1/2 of the Southwest 1/4 of Section 8, Town 9 South, Range 6 East, Situate in the City of Sylvania, Lucas County, Ohio, bounded and described as follows:

Commencing at a found iron bolt at the Northwest corner of the Southwest 1/4 of said Section 8; Thence South 89 deg. 22' 09" East along the North line of the Southwest 1/4 of said Section 8, said line also being the centerline of Little Road (60 feet wide), a distance of 208.72 feet to a set P.K. nail at the Point of Beginning; Thence continuing South 89 deg. 22' 09" East along the Southwest 1/4 of said Section 8, a distance of 501.63 feet to a P.K. nail; Thence South 0 deg. 17' 49" West along a line that is 666.00 feet West of and parallel with the East line of the West 1/4 of the Southwest 1/4 of said Section 8, a distance of 633.74 feet to a found capped 1/4 inch iron rod, passing through a found capped 1/4 inch iron rod at 30.00 feet; Thence North 89 deg. 22' 09" West along the South line of the North 20 acres of the West 1/4 of the Southwest 1/4 of said Section 8, a distance of 509.05 feet to a capped 1/4 inch iron rod set; Thence North 00 deg. 00' 05" West along a line that is 198.00 feet East of and parallel with the West line the Southwest 1/4 of said Section 8, a distance of 198.00 feet to a capped 1/4 inch iron rod set; Thence North 89 deg. 22' 09" West, a distance of 198.00 feet to a P.K. nail set, passing through a capped iron rod set at 168.00 feet; Thence North 00 deg. 00' 05" West along the West line of the Southwest 1/4 of said Section 8, said line also being the centerline of Centennial Road (60 feet wide), a distance 227.05 feet to a P.K. nail set; Thence South 89 deg. 22' 09" East along a line that is 208.72 feet South of and parallel with the North line of the Southwest 1/4 of said Section 8, a distance of 208.72 feet to a capped 1/4 inch iron rod set, passing through a capped 1/4 inch iron rod set at 30.00 feet; Thence North 00 deg. 00' 05" West along a line that is 208.72 feet East of and parallel with the West line of the Southwest 1/4 of said Section 8, a distance of 208.72 feet to the Point of Beginning, passing through a capped 1/4 inch iron rod set at 178.72 feet; containing 8.410 acres of land, more or less, of which 0.501 acre lies in the Little Road and Centennial Road right of way.

Tax Parcel No. 78-12415

EXHIBIT D

ENERGY PROJECT AGREEMENT

(Attached)

ENERGY PROJECT AGREEMENT

WHEREAS, Vibrant Ventures, LLC, a Michigan limited liability company with an address of 5340 N. Centennial Road, Sylvania Ohio 43560 (known herein as "Borrower"), has made application to the Northwest Ohio Advanced Energy Improvement District ("the District") for financing a certain special energy improvement project ("Energy Project"), more particularly described in Borrower's application ("Application"); and

WHEREAS, the Energy Project has an overall estimated cost of Four Hundred Thirty-Five Thousand Two Hundred Fifty-Four Dollars (\$435,254.00) (excluding interest and other transactional and carrying costs, all of which shall be included in the Special Assessments described below) as shown in Exhibit B which the District has agreed to finance; and

WHEREAS, Borrower requests that the Energy Project be financed through special assessments ("Special Assessments") upon the real property upon which the Energy Project will be constructed and exist ("the Property") as allowed under Ohio Revised Code Chapters 1710 and 727; and

WHEREAS, the District agrees to undertake the financing of the Energy Project through Special Assessments upon the condition that the Borrower agrees to impose the Special Assessments upon the Property and provide full cooperation with and assistance to the District and other entities and institutions involved in the process of approving and imposing the Special Assessments; and

WHEREAS, in order to induce the District to provide financing for the Energy Project, the Borrower agrees to provide all such cooperation and assistance necessary for the imposition of the Special Assessments upon the Property.

NOW THEREFORE, in consideration of the mutual promises set forth herein, effective the 18 day of December 2018, the Borrower and the District do hereby enter into this Agreement to Impose Special Assessments ("Agreement") as follows:

1. Consent to Special Assessments. The Borrower consents to the imposition of Special Assessments upon the Property, which is commonly referred to as 5340 N. Centennial Road, Sylvania, OH 43560 which consists of the following county auditor parcel(s): 78-12415. A legal description of the Property is attached hereto as Exhibit A and incorporated herein by reference. In the event there are additional or other parcels of property that are not listed but which are benefitted by the Energy Project, the Borrower consents to the imposition of the Special Assessments with respect to those parcels as well. The Borrower acknowledges that the Special Assessments will constitute a lien upon the Property and may be enforced and collected in accordance with law, including the provisions of Chapter 727 of the Ohio Revised Code. The Special Assessments shall be in an amount sufficient to finance all of the cost of the Energy Project, as determined by and in the sole discretion of the District, including but not limited to the cost of: labor, materials, equipment, engineering, design, audits, interest, carrying costs, taxes, filing fees, recording charges and all other costs incident to the Energy Project. Borrower acknowledges that the estimated cost of the Energy Project is only an estimate and that the actual cost of the Energy

Project may be more or less than the estimate and that such estimate does not limit the amount of the Special Assessments; provided, however, that the sum total of all Special Assessments will not exceed the amount listed on Exhibit B. The Borrower agrees that one hundred percent (100%) of the Special Assessments shall be imposed upon the Property and that the Property is being specially benefitted to the full extent of the Special Assessments. The Special Assessments may continue for such period of time as allowed by law and shall continue for the full period of time required to pay the District for all costs, including financing costs, for the Energy Project.

2. **Agreement to Cooperate.** Borrower agrees to provide full and timely cooperation to the District and the agencies, entities and institutions involved in the special assessment process, including but not limited to: the District, the Toledo-Lucas County Port Authority, the City of Sylvania, the Lucas County Auditor, and the Lucas County Treasurer, so that the Special Assessments are imposed upon the Property and enforceable against the Property. The Borrower agrees to apply to the District for approval of its Energy Project and for admission as a member of the District. The Borrower shall cause a representative to appear at any necessary hearings or legal proceedings involving the Special Assessments and cooperate in such hearings or legal proceedings so that the Special Assessments are approved and become binding upon the Property. The Borrower agrees to provide on-going cooperation with the District and all other agencies, entities and institutions involved in the special assessment process during the entire period of time any of the financing for the Energy Project remains outstanding. In the event the Property is located in a political subdivision that is not, as of the date of this Agreement, within the jurisdiction of the District, the Borrower will cooperate with the District in seeking to expand that jurisdiction of the District to include the political subdivision in which the Property is located, including petitioning for such expansion.

3. **Execution of Documents; Appointment of Agent.** Upon the request of the District, the Borrower shall execute all applications, petitions for special assessments, waivers, acknowledgements, and other instruments, documents and papers ("Documents") necessary or helpful to impose the Special Assessments upon the Property and to acknowledge the validity and binding nature of such Special Assessments. To facilitate that process, the Borrower hereby irrevocably appoints the District's Chairperson, or such other individual as the District may name from time to time, as the Borrower's attorney-in-fact and agent with full and complete authority to execute all such Documents, including but not limited to the petition for Special Assessments, on behalf of the Borrower and to bind the Borrower and the Property to the Special Assessments, including making all waivers of hearings and notices concerning the Special Assessments.

Without limiting the generality of the foregoing grant of authority, the Borrower grants the District full irrevocable power and authority in the place of Borrower and in the name of Borrower or in District's own name, for the purpose of carrying out the terms of this Agreement, to perform, at any time and from time to time, each agreement contained in this Agreement that is on Borrower's part to be complied with, and to take any and all actions and to execute and deliver any and all Documents which may be necessary or desirable to give District the full benefit of this Agreement, in each case as District may from time to time deem advisable, Borrower hereby agreeing that District shall owe no duty whatever to Borrower to perform any such agreement, to take any such action, or to execute or deliver any such Document or, having done so any one or more times, to thereafter continue doing so. Without limiting the generality of the foregoing, Borrower hereby

irrevocably authorizes District, at any time and from time to time, to (a) fill in any blank space contained in this Agreement or another Document, (b) correct patent errors, to complete and correct the description of the Property, and to complete the date herein or therein, (c) file and sign, on Borrower's behalf, at Borrower's expense and without Borrower's signature, such petitions for special assessments, waivers, affidavits, assignments, financing statements, endorsements of specific items of collateral, mortgages, powers of attorney, security agreements, or other Documents as District may from time to time deem advisable for the better evidencing, perfection, protection, or validation of, or realization of the benefits of this Agreement, and (d) to the extent District filed any such petitions for special assessments, waivers, affidavits, assignments, financing statements, endorsements of specific items of collateral, mortgages, powers of attorney, security agreements, or other Documents prior to the date of this Agreement, all such actions and Documents are hereby ratified by Borrower.

4. **Waiver of Certain Rights.** The Borrower acknowledges that the process for the imposition of special assessments provides the owner of property subject to such special assessments with certain rights, including rights to: receive notices of proceedings; object to the imposition of the special assessments; claim damages; participate in hearings; take appeals from proceedings imposing special assessments; participate in and prosecute court proceedings, as well as other rights under law, including but not limited to those provided for or specified in the United States Constitution, the Ohio Constitution, Chapter 727 of the Ohio Revised Code, the Sylvania City Charter and the Sylvania Municipal Code (collectively, "Assessment Rights"). The Borrower hereby irrevocably waives all Assessment Rights and consents to the imposition of the Special Assessments immediately or at such time as the District determines to be appropriate, and the Borrower expressly requests the entities involved with the special assessment process to promptly proceed with the imposition of the Special Assessment upon the Property. The Borrower further waives: any and all questions as to the constitutionality of the law under which the Energy Project will be constructed and the Special Assessments imposed upon the Property; the jurisdiction of the Council acting thereunder; and the right to file a claim for damages as provided in Revised Code section 727.18 and Sylvania Charter.

5. **Representations and Warranties.** The Borrower represents and warrants that:

- A. The Borrower is an existing Michigan limited liability company in good standing;
- B. The Borrower owns the Property in fee simple absolute, and has the full legal authority to subject the Property to the Special Assessments;
- C. The Borrower is duly authorized to enter into this Agreement;
- D. Entering into this Agreement will not result in the breach of any other agreement to which the Borrower is a party, either jointly or individually; and
- E. All of the factual statements concerning the Borrower contained in the Application and in this Agreement are true and accurate to the best of the Borrower's knowledge and belief and if there is a material change in the accuracy or truthfulness of any such factual statement, the Borrower will promptly disclose the same to the District.

6. **Assignment; Third Party Beneficiaries.** The Borrower may assign this Agreement without the consent of the District, in accordance with the terms and conditions set forth in that certain Loan and Security Agreement by and between the parties of even date herewith. The District may assign this Agreement, or any portion of its benefits or obligations, freely to another party, with or without the consent of the Borrower.

7. **Default.** If any of the following events shall occur, it shall be deemed a default ("Default") under this Agreement and the District shall be entitled to avail itself of any rights or remedies under this Agreement and any rights or remedies provided under law:

- A. The Borrower fails to pay an installment of any Special Assessment when due.
- B. The Borrower fails to perform any other obligation under this Agreement and the failure continues for a period of ten (10) days after written notice from the District.
- C. The Borrower is in breach of any of its representations or warranties under this Agreement.
- D. The Borrower abandons the Property.
- E. The Borrower commits waste upon the Property.
- F. The Borrower becomes bankrupt or insolvent or files or has filed against it a petition in bankruptcy or for reorganization or arrangement or other relief under the bankruptcy laws or any similar state law or makes an assignment for the benefit of creditors.

In the event of a Default, then, in addition to any other remedy the District may have, the District may recover from Borrower all damages it incurs by reason of the Default, including its reasonable attorneys' fees and expenses.

8. **General.**

- A. If any provision of this Agreement is found to be invalid, illegal or unenforceable under any applicable statute or law, such provision shall to that extent be deemed to be omitted, and the remaining provisions of this Agreement shall not be affected in any way.
- B. The Borrower acknowledges that it has read and understands this Agreement and is bound by its terms. This Agreement contains the entire understanding and agreement of the parties with respect to the matters contained herein, and supersedes all prior proposals and understandings between the parties.
- C. This Agreement shall not be modified or altered except as by a written instrument duly executed by all parties.
- D. The Borrower acknowledges that they have had an opportunity to review this Agreement and to be advised by an attorney of their choosing as to the Agreement's terms, conditions and provisions. The Borrower is entering into this Agreement knowingly and voluntarily.
- E. The District and the Borrower are, in relation to one another, independent contractors and not agents of one another, except to the extent the District is authorized to act on behalf of the Borrower in accordance with paragraph 3 above.

The parties have no fiduciary obligations to one another and are not, by entering into this Agreement, assuming any such fiduciary obligations.

- F. The Borrower acknowledges that the District has been created under provisions of the Revised Code and that the District's authority, as well as the authority of its employees, agents and representatives is limited under law.
- G. The District may cause this Agreement to be recorded in the office of the Lucas County Recorder. The obligations created by this Agreement shall run with and be binding upon the land regardless of the owner of Property until duly released by the District.
- H. The Borrower will provide written notice to the District of any sale or transfer of the Property.
- I. The Borrower shall disclose the existence of this Agreement to any purchaser or transferee of the Property and inform such purchaser or transferee of the nature and extent of the Special Assessments before entering into a binding agreement for the sale or transfer of the Property.
- J. The Borrower acknowledges that the Special Assessments, when levied against the Property, will be payable in cash within thirty (30) days from the date of passage of the ordinance levying the final assessment if permitted by law and that if such Special Assessment is not paid in cash, the balance will be certified to the Auditor of Lucas County, as provided by law, to be placed by the Auditor on the tax list and duplicate and collected as other taxes are collected in such number of semi-annual installments as determined by the District and as allowed by law, together with interest at the same rate as shall be borne by the loans received or bonds issued to pay the costs of the Energy Project or in anticipation of the collection of the Special Assessments. Notwithstanding the foregoing, the Borrower waives and authorizes the District to waive on its behalf, the right to pay the Special Assessments in cash.
- K. At such time as the Special Assessments are no longer necessary to finance the Energy Project, the District having recovered all of its costs, and all other requirements under this Agreement have been fulfilled, the District will provide a release of this Agreement and cause the same to be recorded in the office of the Lucas County Recorder.
- L. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio, without regard to its conflict of laws principles.
- M. Any legal proceeding, including any arbitration or litigation, concerning this agreement, directly or indirectly, shall be heard only in a state or federal court with proper jurisdiction in Lucas County, Ohio.

BORROWER:

Vibrant Ventures, LLC

By: *Kevin Swearingen*
Kevin Swearingen, Member

Date: 12/18/18



Teresa N Snyder
Notary Public - Ohio
Lucas County
My Commission Expires 08/17/2021

On the 18 day of December, 2018 personally appeared before me, a notary public in and for the State of Ohio, Kevin Swearingen, Member, on behalf of Vibrant Ventures, LLC, who acknowledged that he/she did execute the foregoing Energy Project Agreement on behalf of Vibrant Ventures, LLC, and that the same was the free act and deed of Vibrant Ventures, LLC.

Teresa N Snyder
Notary Public

DISTRICT:

The Northwest Ohio Advanced Energy Improvement District

By: *Kevin Moyer*
Kevin Moyer, Chairperson

Date: 12/18/18

On the 18 day of December 2018 personally appeared before me, a notary public in and for the State of Ohio, Kevin Moyer, the Chairperson of the Northwest Ohio Advanced Energy Improvement District who acknowledged that he did execute the foregoing Energy Project Agreement on behalf of the Northwest Ohio Advanced Energy Improvement District and that the same was the free act and deed of said Northwest Ohio Advanced Energy Improvement District.

Teresa N Snyder
Notary Public



Teresa N Snyder
Notary Public - Ohio
Lucas County
My Commission Expires 08/17/2021

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Part of the North 20 acres of the West 1/2 of the Southwest 1/4 of Section 8, Town 9 South, Range 6 East, Situate in the City of Sylvania, Lucas County, Ohio, bounded and described as follows:

Commencing at a found iron bolt at the Northwest corner of the Southwest 1/4 of said Section 8; Thence South 89 deg. 22' 09" East along the North line of the Southwest 1/4 of said Section 8, said line also being the centerline of Little Road (60 feet wide), a distance of 208.72 feet to a set P.K. nail at the Point of Beginning; Thence continuing South 89 deg. 22' 09" East along the Southwest 1/4 of said Section 8, a distance of 501.63 feet to a P.K. nail; Thence South 0 deg. 17' 49" West along a line that is 666.00 feet West of and parallel with the East line of the West 1/4 of the Southwest 1/4 of said Section 8, a distance of 633.74 feet to a found capped 1/4 inch iron rod, passing through a found capped 1/4 inch iron rod at 30.00 feet; Thence North 89 deg. 22' 09" West along the South line of the North 20 acres of the West 1/4 of the Southwest 1/4 of said Section 8, a distance of 509.05 feet to a capped 1/4 inch iron rod set; Thence North 00 deg. 00' 05" West along a line that is 198.00 feet East of and parallel with the West line the Southwest 1/4 of said Section 8, a distance of 198.00 feet to a capped 1/4 inch iron rod set; Thence North 89 deg. 22' 09" West, a distance of 198.00 feet to a P.K. nail set, passing through a capped iron rod set at 168.00 feet; Thence North 00 deg. 00' 05" West along the West line of the Southwest 1/4 of said Section 8, said line also being the centerline of Centennial Road (60 feet wide), a distance 227.05 feet to a P.K. nail set; Thence South 89 deg. 22' 09" East along a line that is 208.72 feet South of and parallel with the North line of the Southwest 1/4 of said Section 8, a distance of 208.72 feet to a capped 1/4 inch iron rod set, passing through a capped 1/4 inch iron rod set at 30.00 feet; Thence North 00 deg. 00' 05" West along a line that is 208.72 feet East of and parallel with the West line of the Southwest 1/4 of said Section 8, a distance of 208.72 feet to the Point of Beginning, passing through a capped 1/4 inch iron rod set at 178.72 feet; containing 8.410 acres of land, more or less, of which 0.501 acre lies in the Little Road and Centennial Road right of way.

Tax Parcel No. 78-12415

EXHIBIT B

Project Plan for Vibrant Ventures, LLC

The real property owned by Vibrant Ventures, LLC, the legal description of the property is set forth on the attached Exhibit A, will be subject to special assessments for energy improvements in accordance with Revised Code Chapter 1710.

The Project is expected to consist of the following energy efficiency elements:

1. LED Lighting
2. Wall & Ceiling Insulation
3. Furnace Replacement
4. Doors & Ceiling Fans

Total project cost: \$435,254.00

Total cost including financing and other charges: \$515,449.32

Total loan payments to be collected: \$31,757.60

Total assessment payments to be collected: \$718,624.26

Estimated Annual assessment payment: \$51,330.30

Estimated semi-annual special assessments for 14 years*: varies per tables below

Number of semi-annual installments: 28

First annual installment due: January 31, 2020

**Note: Lucas County will add 1% processing charge to the annual assessment amount.*

County Taxable Year	Total Annual Assessment Parcel 78-12415	Year Payments Are Due	1st Half (Due 1/31)	2nd Half (Due 7/31)
2019	\$51,330.30	2020	\$25,665.15	\$25,665.15
2020	\$51,330.30	2021	\$25,665.15	\$25,665.15
2021	\$51,330.30	2022	\$25,665.15	\$25,665.15
2022	\$51,330.30	2023	\$25,665.15	\$25,665.15
2023	\$51,330.30	2024	\$25,665.15	\$25,665.15
2024	\$51,330.30	2025	\$25,665.15	\$25,665.15
2025	\$51,330.30	2026	\$25,665.15	\$25,665.15
2026	\$51,330.30	2027	\$25,665.15	\$25,665.15
2027	\$51,330.30	2028	\$25,665.15	\$25,665.15
2028	\$51,330.30	2029	\$25,665.15	\$25,665.15
2029	\$51,330.30	2030	\$25,665.15	\$25,665.15
2030	\$51,330.30	2031	\$25,665.15	\$25,665.15
2031	\$51,330.30	2032	\$25,665.15	\$25,665.15
2032	\$51,330.36	2033	\$25,665.15	\$25,665.21
Total Assessment	\$718,624.26			

8



DEPARTMENT OF PUBLIC SERVICE

KEVIN G. ALLER, PE DIRECTOR

January 7, 2019

To: The Mayor and Members of Sylvania City Council

Re: **Silica Drive Resurfacing (Convent Boulevard to Northview High School)**

Dear Mr. Mayor and Council Members:

Bidding documents for the above-mentioned project are now complete and ready for advertisement.

This project consists of milling and resurfacing the top 2" of asphalt on Silica Drive from Convent Boulevard to the westerly driveway of the Northview High School parking lot.

In addition, a Stress Absorbing Membrane Interlayer (SAMI) will be applied to the milled surface prior to resurfacing. The SAMI is an asphalt emulsion mixed with chopped fiberglass strands and aggregate that will better help dissipate the stress associated with bussing fleet throughout the resurfacing area.

The estimated cost of the project is \$94,317 with construction scheduled during the summer of 2019 to best avoid Northview High School and Lourdes University traffic.

We would request that the Clerk of Council be authorized to advertise for bids.

Sincerely,

Kevin G. Aller, P.E.

Director of Public Service



DEPARTMENT OF PUBLIC SERVICE

KEVIN G. ALLER, PE DIRECTOR

January 7, 2019

To: The Mayor and Members of Sylvania City Council

Re: **LUC-MONROE & SILICA INTERSECTION IMPROVEMENTS (PID 107489)
CONSULTANT LETTER OF INTEREST (LOI) REQUEST**

Dear Mr. Mayor and Council Members:

In January 2017 the Service Department received authorization from Council to conduct a traffic study at the intersection of Monroe Street and Silica Drive (Ord. 5-2017). The results of that traffic study concluded that congestion relief and level of service (LOS) of the intersection could be improved by:

- Upgrading the traffic signal by adding turn lanes to the eastbound and northbound approaches, or, installing a two-lane roundabout.
- Adding a third eastbound lane of traffic from west of Silica Drive to Main Street.

With these recommendations the Service Department applied for Congestion Mitigation and Air Quality (CMAQ) grant funds in May 2017 (Res. 4-2017). In January 2018 the Service Department was notified that our application was successful with the City securing \$2,373,500 in grant assistance.

The next step in this process is to request Letters of Interest (LOI) from engineering consultants to design the project. City staff members will review the LOI's and select the most qualified consultant to complete the design. Once the consultant is selected the City will enter into fee negotiations with the goal of having a consultant ready to initiate work by March 2019.

The engineering fee is an appropriated capital improvement item in the 2019 budget. We would request authorization to begin the LOI solicitation.

Sincerely,

Kevin G. Aller, P.E.

Director of Public Service



DEPARTMENT OF PUBLIC SERVICE

KEVIN G. ALLER, PE DIRECTOR

January 7, 2019

To: The Mayor and Members of Sylvania City Council

Re: **Sylvania Avenue Pump Station Generator**

Dear Mr. Mayor and Council Members:

Bidding documents for the above-mentioned project are now complete and ready for bidding.

This project consists of installing an on-site backup generator system at our Sylvania Avenue Sanitary Pumping Station. The power supply for the station is supplied by Toledo Edison, and can be fed from two different directions. The main supply feed is from the east at the Talmadge Road substation with a backup power supply feed from the west at the Reynolds Road substation.

During a main power feed loss the site utilizes a switch gear on a Toledo Edison pole that can transfer power supply from Talmadge to Reynolds. The existing switch gear that performs this operation is in need of replacement. The estimated costs from Toledo Edison to replace the switch gear are higher than adding an on-site, self-enclosed generator system.

The on-site generator proposed is a diesel engine with power output capabilities of 175kW to sufficiently meet station needs. The scope of work also consists of removing the old switch gear equipment and supplying the generator with a new equipment rack, electrical conduit, and pad.

The station is located in the Sylvania Sanitary Sewer Service Area and is operated and maintained by City staff. However, the Lucas County Sanitary Engineer (LCSE) Service Area contributes approximately 80% of the total sanitary sewer flow received by the station. As a result the LCSE will be reimbursing the City for 80% of the total project cost. The estimated cost of the project is \$173,025 with construction scheduled to begin shortly after contract award. We would request that the Clerk of Council be authorized to advertise for bids.

Sincerely,

Kevin G. Aller, P.E.

Director of Public Service



DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE DIRECTOR

January 7, 2019

To: The Mayor and Members of Sylvania City Council

Re: **Erie Street & Monroe Street Traffic Study**

Dear Mr. Mayor and Council Members:

The Service Department is proposing that a traffic study be conducted at the intersection of Erie Street and Monroe Street. The goal of this study is to confirm if the current intersection geometric layout meets with design year traffic demands. If the current geometry indicates deficiencies, alternative concepts will be explored and analyzed ultimately yielding a preferred alternative.

Task 1 for the project includes importing traffic count data previously obtained as a part of the Monroe & Silica Traffic Study conducted in 2017. The data will be processed and placed into our current traffic model during Task 2. Various build and no-build scenarios will be developed for the 2019 and 2039 design years and the Level of Service (LOS) will be calculated and evaluated for each option. Various improvements such as adding turning lanes, lengthening of existing turning lanes, timing adjustments and conceptual roundabouts will be explored. Finally in Task 3 a report will be prepared documenting the findings including exhibits, schematic drawings, cost estimates and a preferred alternative for recommendation.

The City received a proposal from Tetra Tech to perform the traffic study in the amount of \$18,500. Tetra Tech is experienced with City traffic signals and was the engineering consultant that provided services on the Monroe Street Corridor Signal Review and Optimization Project (2014), Monroe/Silica Traffic Study (2017), and Traffic Signal Inventory (2017). They also are the developer and operator of the City's city-wide Synchro traffic model.

We would recommend approval of the Tetra Tech proposal in the amount of \$18,500.

Sincerely,

Kevin G. Aller, P.E.
Director of Public Service

ORDINANCE NO. 3 -2019

ACCEPTING THE PROPOSAL OF TETRA TECH TO CONDUCT A TRAFFIC STUDY AT THE INTERSECTION OF ERIE STREET AND MONROE STREET; APPROPRIATING FUNDS THEREFORE IN THE AMOUNT OF \$18,500; AND DECLARING AN EMERGENCY.

WHEREAS, the Director of Public Service, by report dated January 7, 2019, has recommended that a traffic study be conducted at the intersection of Erie Street and Monroe Street to determine if the current intersection geometric layout meets with design year traffic demands; and,

WHEREAS, the traffic study includes importing traffic count data previously obtained as a part of the Monroe and Silica Traffic Study conducted in 2017, processing and placing the data into the City’s current traffic model and developing various build and no-build scenarios for the 2019 and 2039 design years; and,

WHEREAS, the Director of Public Service, in a report dated January 7, 2019, has recommended that the proposal of Tetra Tech to provide the Erie Street and Monroe Street Traffic Study at a cost of Eighteen Thousand Five Hundred Dollars (\$18,500.00), be accepted.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Sylvania, Lucas County, Ohio, _____ members elected thereto concurring:

SECTION 1. That the proposal of Tetra Tech in the amount of Eighteen Thousand Five Hundred Dollars (\$18,500.00) for providing a Erie Street and Monroe Street Traffic Study, is hereby accepted.

SECTION 2. That the Director of Public Service shall promptly give notice to said consultant to proceed under the proposal hereby approved and accepted.

SECTION 3. That to provide funds for said consultant services hereby authorized, there is hereby appropriated from the **CAPTIAL IMPROVEMENT FUND** from funds therein not heretofore appropriated to **Account No. 401-7610-53503, Street Improvements** the amount of Eighteen Thousand Five Hundred Dollars (\$18,500.00).

SECTION 4. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage 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 5. That the Clerk of Council is hereby directed to post a copy of this Ordinance in the Office of the Clerk of Council in the Municipal Building pursuant to ARTICLE III, Section 12, of the Charter of this City.

SECTION 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the City should provide for the traffic study at the earliest possible time. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote dispensing with the second and third readings: Yeas _____ Nays _____

Passed, _____, 2019, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

129



City Of Sylvania

DEPARTMENT OF PUBLIC SERVICE

KEVIN G. ALLER, PE DIRECTOR

January 7, 2019

To: The Mayor and Members of Sylvania City Council

Re: **Alexis Road Relief Storm Sewer Study**
Contract for Professional Engineering Services

Dear Mr. Mayor and Council Members:

The Service Department conducted a hydraulic study of the Alexis Road corridor between Acres Road and Whiteford Road in 2017. The information gathered during that effort was used to size and replace the existing storm sewer system on the north side of Alexis Road between Roan Road and Whiteford Road as a part of the ongoing ODOT LUC-184-0.35 (PID 99662) scheduled for completion in the spring of 2019.

In addition the results of the study concluded that the existing trunk sewer in Alexis Road is surcharged. The Service Department is interested in further evaluating the trunk sewer with the concept of installing a relief storm sewer through the Whetstone Park Subdivision. It is anticipated this relief sewer would be installed on Roan Road and discharged to a 30" outlet at the west end of McGregor Lane.

We received a proposal from Northwest Consultants, Inc. (NCI) to provide professional engineering services for this evaluation. Specifically, the engineer would select the preferred relief sewer routing and perform the necessary hydraulic analysis to confirm the appropriate amount of relief to provide to the Alexis Road system. In addition, they will also be hydraulically mapping Alger Drive, Schultz Drive, and Roan Road for future storm sewers and their appropriate sizes. This information will be used to generate cost estimates that the Service Department can use for planning purposes.

The proposal from NCI was in the amount of \$17,560. NCI is already familiar with the Alexis Road area having performed several tasks and was the engineer of record on the 2017 Hydraulic Study. We would recommend approval of the proposal from NCI in the amount of \$17,560. Please call if you should have any questions.

Sincerely,

Kevin G. Aller, P.E.
Director of Public Service

12b

ORDINANCE NO. 4 -2019

ACCEPTING THE PROPOSAL OF NORTHWEST CONSULTANTS, INC. TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE ALEXIS ROAD RELIEF STORM SEWER STUDY PROJECT; APPROPRIATING FUNDS THEREFORE IN THE AMOUNT OF \$17,560; AND DECLARING AN EMERGENCY.

WHEREAS, Ordinance No. 64-2017, passed September 6, 2017, accepted the proposal of Northwest Consultants, Inc. to provide professional engineering and surveying services for the Alexis Road Storm Sewer Improvement Project; and,

WHEREAS, Ordinance No. 67-2017, passed October 2, 2017, accepted the proposal of Northwest Consultants, Inc. to provide professional engineering and surveying services for the Alexis Road Hydraulic Study in the amount of \$26,718; and,

WHEREAS, the results of that study concluded that the existing trunk sewer in Alexis Road is surcharged and, therefore, additional study and evaluation is necessary to determine the feasibility of installing a relief storm sewer through the Whetstone Park Subdivision; and,

WHEREAS, the Director of Public Service, by report dated January 7, 2019, has recommended that the proposal of Northwest Consultants, Inc. to provide professional engineering services for the Alexis Road Storm Sewer Study to select the preferred relief sewer routing and perform necessary hydraulic analysis to conform the appropriate amount of relief to provide to the Alexis Road system at a cost of Seventeen Thousand Five Hundred Sixty Dollars (\$17,560.00), be accepted.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Sylvania, Lucas County, Ohio, _____ members elected thereto concurring:

SECTION 1. That the proposal of Northwest Consultants, Inc. in the amount Seventeen Thousand Five Hundred Sixty Dollars (\$17,560.00) to provide professional engineering services for the Alexis Road Relief Storm Sewer Study Project is hereby accepted.

SECTION 2. That the Director of Public Service shall promptly give notice to said consultant to proceed under the proposal hereby approved and accepted.

SECTION 3. That to provide funds for said professional engineering services hereby authorized, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore appropriated to **Account No. 401-7610-53503, Street Improvement** the amount of Seventeen Thousand Five Hundred Sixty Dollars (\$17,560.00).

SECTION 4. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage 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 5. That the Clerk of Council is hereby directed to post a copy of this Ordinance in the Office of the Clerk of Council in the Municipal Building pursuant to ARTICLE III, Section 12, of the Charter of this City.

SECTION 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the City should provide for the engineering at the earliest possible time. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote dispensing with the second and third readings: Yeas _____ Nays _____

Passed, _____, 2019, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

13a



January 7, 2019

To: The Mayor and Members of Sylvania City Council

Re: **SURVEY RFP RESULTS**
SOUTH MAIN STREET SANITARY SEWER IMPROVEMENTS (PHASE 1)

Dear Mr. Mayor and Council Members:

We received proposals on January 2, 2019 for the above referenced project. There were a total of five (5) proposals received.

The lowest proposed cost for services requested, \$8,564.00, was submitted by Lewandowski Engineers, LLC of Toledo, Ohio.

Lewandowski Engineers has performed survey work for the City in the past with their most recent project being the successful replat of Heritage Village that was completed in 2015. Therefore, it is our recommendation that the contract be awarded to Lewandowski Engineers, LLC in the amount of \$8,564.00.

Please call if you have any questions.

Sincerely,

Kevin G. Aller, P.E.
Director of Public Service
dsw

ORDINANCE NO. 5 -2019

ACCEPTING THE PROPOSAL OF LEWANDOWSKI ENGINEER, LLC TO PROVIDE PROFESSIONAL SURVEYING SERVICES FOR THE SOUTH MAIN STREET SANITARY SEWER IMPROVEMENT PROJECT; APPROPRIATING FUNDS THEREFORE IN THE AMOUNT OF \$8,564; AND DECLARING AN EMERGENCY.

WHEREAS, at the December 17, 2018 meeting of Sylvania City Council, the Director of Public Service was authorized to request proposals for the professional surveying services for the South Main Street Sanitary Sewer Improvement Project (Phase 1) which involves sanitary sewer service lateral rehabilitation using a gravity sewer or a low pressure system for approximately 45 customers between Ten Mile Creek and Main Street Circle; and,

WHEREAS, the Director of Public Service, by report dated January 7, 2019, indicated that he received five proposals in response to the request for proposals; and,

WHEREAS, the Director of Public Service, by report dated January 7, 2019, has recommended acceptance of the lowest proposal received which was submitted by Lewandowski Engineers, LLC to perform professional surveying services in the amount of \$8,564.00.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Sylvania, Lucas County, Ohio, _____ members elected thereto concurring:

SECTION 1. That the proposal of Lewandowski Engineers, LLC in the amount of Eight Thousand Five Hundred Sixty-Four Dollars (\$8,564.00), to provide professional surveying services, is hereby accepted.

SECTION 2. That the Director of Public Service shall promptly give notice to said surveyor to proceed under the proposal hereby approved and accepted.

SECTION 3. That to provide funds for said services hereby authorized, there is hereby appropriated from the **SEWER FUND** from funds therein not heretofore appropriated to **Account No. 702-7540-53501 Utility Improvements** the total sum of Eight Thousand Five Hundred Sixty-Four Dollars (\$8,564.00).

SECTION 4. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage 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 5. That the Clerk of Council is hereby directed to post a copy of this Ordinance in the Office of the Clerk of Council in the Municipal Building pursuant to ARTICLE III, Section 12, of the Charter of this City.

SECTION 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the professional surveying services should be provided for immediately to meet the County and State deadlines for grant submission. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote dispensing with the second and third readings: Yeas _____ Nays _____

Passed, _____, 2019, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

ORDINANCE NO. 54 -2018

AMENDING THE CODIFIED ORDINANCES OF SYLVANIA, 1979, AS AMENDED, BY ADDING CHAPTER 953 – SMALL CELL TECHNOLOGY IN THE RIGHT OF WAY; AND DECLARING AN EMERGENCY.

WHEREAS, the General Assembly recently enacted House Bill 478 regarding the regulation and placement of small cell technology in municipal rights of way; and,

WHEREAS, the purpose of this Ordinance is to establish general procedures and standards, consistent with H.B. 478 and all applicable federal, state, and local laws, for small cell technology in the City’s right of way and to ensure that small cell facilities and wireless support structures are carefully designed, constructed, modified, maintained and removed when no longer in use in conformance with all applicable health and safety regulations; and,

WHEREAS, the City seeks to enhance the ability of wireless communications carriers to deploy small cell wireless technology in the City quickly, effectively and efficiently so that residents, businesses and visitors benefit from ubiquitous and robust wireless service availability while still preserving the character of the City’s neighborhoods and corridors; and,

WHEREAS, the Streets Committee met on December 17, 2018 to review the proposed Small Cell Technology in the Right of Way legislation and thereafter recommended that Chapter 953 be adopted.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Sylvania, Lucas County, Ohio, _____ members elected thereto concurring:

SECTION 1. That Chapter 953 – Small Cell Technology in the Right of Way, of the Codified Ordinances of Sylvania, 1979, as amended, be and it is, hereby further amended to read as set forth on the attached “Exhibit A.”

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage 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 3. That the Clerk of Council is hereby directed to post a copy of this Ordinance in the Office of the Clerk of Council in the Municipal Building pursuant to ARTICLE III, Section 12, of the Charter of this City.

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the amendment to this Chapter should be provided for immediately. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by this Charter.

Vote dispensing with the second and third readings: Yeas _____ Nays _____

Passed, _____, 2018, as an emergency measure.

ATTEST:

President of Council
APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

Chapter 953
Small Cell Technology in the Right of Way

953.01 Definitions.

953.02 General Requirements.

953.03 Application and Approval Process.

953.04 Design Guidelines.

953.05 Safety Requirements.

953.06 Installation and Inspection.

953.07 General Provisions.

953.08 Annual Collocation Fee.

953.09 Liability and Signal Interference.

**953.10 Requirements for Removal,
Replacement, Maintenance and
Repair.**

953.11 Rule Making Authority.

953.12 Effect of Partial Invalidity.

953.99 Penalty.

953.01 DEFINITIONS.

(A) General use of terms.

- (1) The terms, phrases, words and their derivations used in this Chapter shall have the meanings given in this section.
- (2) Words not defined shall be given their common and ordinary meaning.

(B) Defined terms.

- (1) "Abandoned" means any Small Cell Facilities or Wireless Support Structures that are unused for a period of three hundred sixty-five (365) days without the Operator otherwise notifying the City and receiving the City's approval.
- (2) "Antenna" means communications equipment that transmits or receives radio frequency signals in the provision of wireless service.
- (3) "Applicant" means any Person applying for a Small Cell Permit hereunder.
- (4) "City" means the City of Sylvania.
- (5) "Collocation or Collocate" means to install, mount, maintain, modify, operate or replace wireless facilities on a Wireless Support Structure.
- (6) "Design Guidelines" means those detailed design guidelines, specifications and examples adopted by the City Council pursuant to Section 953.04 for the design and installation of Small Cell Facilities and Wireless Support Structures, which are effective insofar as they do not conflict with federal and state law, rule and regulations.
- (7) "Operator" means a wireless service provider, cable operator, or a video service provider that operates a Small Cell Facility and provides wireless service. Operator includes a wireless service provider, cable operator, or a video service provider that provides information services as defined in the "Telecommunications Act of 1996," 110 Stat. 59, 47 U.S.C. 153(2), and services that are fixed in nature or use unlicensed spectrum.
- (8) "Permittee" means the owner and/or Operator issued a Small Cell Permit pursuant to this Chapter and the Design Guidelines.
- (9) "Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit.
- (10) "Right of Way" means the surface of, and the space within, through, on, across, above, or below, any public street, public road, public highway, public freeway, public lane, public path, public alley, public court, public sidewalk, public boulevard, public parkway, public drive, public easement, and any other land dedicated or otherwise designated for a compatible public use, which is owned or controlled by the City.
- (11) "Small Cell Facility" means a Wireless Facility that meets both of the following requirements:
 - (a) Each Antenna is located inside an enclosure of not more than six cubic feet in volume or, in the case of an Antenna that has exposed elements, the Antenna

and all of its exposed elements could fit within an enclosure of not more than six cubic feet in volume.

- (b) All other wireless equipment associated with the facility is cumulatively not more than twenty-eight cubic feet in volume. The calculation of equipment volume shall not include electric meters, concealment elements, telecommunications demarcation boxes, grounding equipment, power transfer switches, cut-off switches, and vertical cable runs for the connection of power and other services.
- (12) "Small Cell Permit" means the non-exclusive grant of authority issued by the City to install a Small Cell Facility and/or a Wireless Support Structure in a portion of the Right of Way in accordance with these guidelines.
- (13) "Utility Pole" means a structure that is designed for, or used for the purpose of, carrying lines, cables or wires for electric or telecommunications service. "Utility Pole" excludes street signs and Decorative Poles.
- (14) "Wireless Facility" means equipment at a fixed location that enables wireless communications between user equipment and a communications network, including all of the following:
 - (a) Equipment associated with wireless communications;
 - (b) Radio transceivers, Antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration;
 - (c) The term does not include any of the following:
 - (i) The structure or improvements on, under, or within which the equipment is Collocated;
 - (ii) Coaxial or fiber-optic cable that is between Wireless Support Structures or Utility Poles or that is otherwise not immediately adjacent to or directly associated with a particular Antenna.
- (15) "Wireless Support Structure" means a pole, such as a monopole, either guyed or self-supporting, street light pole, traffic signal pole, a fifteen-foot or taller sign pole, or Utility pole capable of supporting Small Cell Facilities.
- (16) "Wireline Backhaul Facility" means a facility used for the transport of communications service or any other electronic communications by coaxial, fiber-optic cable, or any other wire.

953.02 GENERAL REQUIREMENTS

- (A) General Requirements. The following requirements shall apply to all Small Cell Facilities and Wireless Support Structures proposed within the Right of Way.
 - (1) No person shall occupy or use the Right of Way except in accordance with law.
 - (2) In occupying or using the Right of Way, no Person shall unreasonably compromise the public health, safety, and welfare.
 - (3) No person shall occupy or use the Right of Way without first obtaining, under this chapter, Chapter 953 or Section 1332.24 or 4939.031 of the Ohio Revised Code, any requisite consent of the City. Before placing Small Cell Facilities or Wireless Support Structures in the Right of Way, an Operator must apply for and receive a general right of way permit under Chapter 953. If the Operator's activities in the Right of Way will consist solely of Collocating Small Cell Facilities, constructing, modifying, or replacing new Wireless Support Structures and associated Small Cell Facilities, removing such facilities, or eligible facilities requests as defined by the Federal Communications Commission, then the Operator shall not be required to pay the fee for a right of way permit provided in Chapter 953. This provision shall not be construed to waive application fees or any other construction or work permit necessary for work in the City.
- (B) The permitting procedures and authorizations set forth herein in this chapter shall apply only to Small Cell Facilities and Wireless Support Structures in the Right of Way, and do not authorize the construction and operation of a Wireline Backhaul Facility, which

continues to be governed by Chapter 953.

- (C) Nothing in this chapter precludes the City from applying its generally applicable health, safety, and welfare regulations when granting consent for a Small Cell Facility or Wireless Support Structure in the City's Right of Way.

953.03 APPLICATION AND APPROVAL PROCESS.

- (A) Pre-Application Conference.
- (1) The City requires pre-submittal conferences to meet with potential Applicants and discuss projects on a conceptual level. The conference is intended to identify the correct application type and content requirements for any given project, and also to create an informal forum in which Applicants and the City can discuss any concerns that should be addressed as soon as possible to avoid any unnecessary delays in the processing of an application and deployment of wireless facilities in the City. The requirement for a pre-submittal conference may be waived by the Director of Public Service or designee based on necessity and prior experience with the Applicant.
 - (2) An appointment is required for all pre-submittal conferences. The Director of Public Service may establish regular hours in which appointments are available and the number of potential projects that may be discussed at a pre-submittal conference.
- (B) Application Required. Prior to installation, modification, relocation or removal of a Small Cell Facility, relocation or removal of an existing Wireless Support Structure, installation of a new Wireless Support Structure, or Collocation on an existing Wireless Support Structure in the Right of Way, the Operator shall apply to the City and receive approval from the City.
- (C) Required Application Materials. Unless otherwise required by state or federal law, the application shall be submitted to the Department of Public Service with the applicable fee and all required materials and information in accordance with the requirements of this Chapter and the Design Guidelines in order for the application to be considered complete.
- (D) Application Processing Fee. For processing an application for consent, the City may charge a fee for each Small Cell Facility and Wireless Support Structure requested as prescribed under Section 4939.0316 of the Ohio Revised Code and as listed on the associated application forms which shall be made available by the Department of Public Service. The City may adjust this fee ten percent every five years, rounded to the nearest five dollars.

953.04 DESIGN GUIDELINES.

- (A) City Council shall adopt detailed Design Guidelines with objective, technically feasible criteria applied in a non-discriminatory manner that reasonably match the aesthetics and character of the immediate area regarding all of the following, which the City shall consider in reviewing an application:
- (1) The location of any ground-mounted Small Cell Facilities;
 - (2) The location of a Small Cell Facility on a Wireless Support Structure;
 - (3) The appearance and concealment of Small Cell Facilities, including those relating to materials used for arranging, screening, and landscaping;
 - (4) The design and appearance of a Wireless Support Structure.
- (B) The provisions in this section shall not limit or prohibit the discretion of the Director of Public Service to promulgate and make publicly available other information, materials, forms, or requirements in addition to, and separate from, the Design Guidelines so long as the information, materials, forms, or requirements do not conflict with this Chapter or other applicable state or federal law.

- (C) Waiver of Guidelines. In the event that strict compliance with any provision in these guidelines, as applied to a specific proposed Small Cell Facility, would effectively prohibit the provision of personal wireless services, the Director of Public Service may grant a limited, one-time exemption from strict compliance.

953.05 SAFETY REQUIREMENTS.

- (A) Prevention of failures and accidents. Any Person who owns a Small Cell Facility and/or Wireless Support Structure sited in the Right of Way shall at all times employ ordinary and reasonable care and install and maintain in use industry standard technology for preventing failures and accidents which are likely to cause damage, injury or nuisance to the public.
- (B) Compliance with fire safety and FCC regulations. Small Cell Facilities, wires, cables, fixtures, and other equipment shall be installed and maintained in substantial compliance with the requirements of the National Electric Code, all FCC, state, and local regulations, and in such manner that will not interfere with the use of other property.
- (C) Changes in state or federal standards and regulations, if state or federal standards and regulations are amended, the owners of the Small Cell Facilities and/or Wireless Support Structures governed by this chapter shall bring any facilities and/or structures into compliance with the revised standards and regulations within six months of the effective date of the standards and regulations, unless a different compliance schedule is mandated by the regulating agency. Failure to bring Small Cell Facilities and/or Wireless Support Structures into compliance with any revised standards and regulations shall constitute grounds for removal at the owner's expense.
- (D) Indemnification. Any Operator who owns or operates Small Cell Facilities or Wireless Support Structures in the Right of Way shall indemnify, protect, defend, and hold the City and its elected officials, officers, employees, agents, and volunteers harmless against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees to include reasonable attorney fees and costs of defense, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including personal or bodily injury or death, property damage or other harm for which recovery of damages is sought, to the extent that it is caused by the negligence of the Operator who owns or operates Small Cell Facilities and wireless service in the Right of Way, any agent, officer, director, representatives while installing, repairing, or maintaining facilities in the Right of Way.
- (E) Surety bond or equivalent financial tool for cost of removal. All owners must procure and provide to the City a bond, or must provide proof of an equivalent financial mechanism, to ensure compliance with all provisions of this Chapter. The bond must be maintained for as long as the owner has Small Cell Facilities and/or Wireless Support Structures located in the Right of Way. The bond or equivalent financial method must specifically cover the cost of removal of unused or Abandoned Small Cell facilities and/or Wireless Support Structures or damage to City property caused by an Operator or its agent of each Small Cell Facility and/or Wireless Support Structure in cause the City has to remove or pay for its removal. Two acceptable alternatives to a bond include a funds set-aside and a letter of credit.

953.06 INSTALLATION AND INSPECTION.

(A)(1) Completion within 180 days. The Collocation or new Wireless Support Structure for which a Small Cell Permit is granted shall be completed within 180 days after issuance of the Small Cell Permit unless the City and the Applicant agree to extend this period. The City will agree to an extension if the delay is caused by (a) make-ready work for a City-owned Wireless Support Structure, or (b) the lack of commercial power or backhaul availability at the site, provided that the Operator has made a timely request within sixty (60) days after the issuance of the Small Cell Permit for commercial power or backhaul services. The additional time to complete installation may not exceed a total of 360 days after the issuance of the Small Cell Permit.

(2) Procedure for request for extension of time. In situations when completion will not occur within 180 days after issuance of the Small Cell Permit, the Applicant may request an extension of time. Such extension request must be completed utilizing the City's extension of time form, which will include the length of time being requested and the reason for the delay. The extension must be filed with the Department of Public Service.

953.07 GENERAL PROVISIONS.

(A) As-Built Maps and Records.

- (1) Operator shall maintain accurate maps and other appropriate records, including an inventory, of its Small Cell Facilities and Wireless Support Structures as they are actually constructed in the Right of Way or any other City-owned property. The inventory shall include GIS coordinates, date of installation, type of Wireless Support Structure used for installation, Wireless Support Structure owner and description/type of installation for each Small Cell Facility and Wireless Support Structure.
- (2) Upon City's written request, Operator shall provide a cumulative inventory within thirty (30) days of City's request. Concerning Small Cell Facilities and Wireless Support Structures that become inactive, the inventory shall include the same information as active installations in addition to the date the Small Cell Facility and/or Wireless Support Structure was deactivated and the date the Small Cell Facility and/or Wireless Support Structure was removed from the Right of Way. The City may compare the inventory to its records to identify any discrepancies.

(B) Generally Applicable Health and Safety Regulations. All Small Cell Facilities and Wireless Support Structures shall be designed, constructed, operated, and maintained in compliance with all generally applicable federal, state, and local health and safety regulations, including without limitation all applicable regulations for human exposure to RF emissions.

953.08 ANNUAL COLLOCATION FEE.

For each attachment of a Small Cell Facilities to a Wireless Support Structures owned or operated by the City and located in the Right of Way, the City may charge the Operator an annual fee as prescribed in Section 4939.022 of the Ohio Revised Code and as listed on associated application forms which shall be made available by the Department of Public Service. The City may adjust this fee ten percent every five years, rounded to the nearest five dollars.

953.09 LIABILITY AND SIGNAL INTERFERENCE.

- (A) No Liability. The City shall not be liable to the Operator by reason of inconvenience, annoyance or injury to the Small Cell Facilities, Wireless Support Structures, and related ground or pole-mounted equipment or activities conducted by the Operator therefrom, arising from the necessity of repairing any portion of the Right of Way, or from the making of any necessary alteration or improvements, in or to, any portion of the Right of Way, or in, or to, City's fixtures, appurtenances or equipment.
- (B) Signal Interference Prohibited. In the event that an Operator's Small Cell Facility interferes with the public safety radio system, or the City's or State of Ohio's traffic signal system, then the Operator shall, at its cost, immediately cooperate with the City to either rule out Operator as the interference source or eliminate the interference. Cooperation with the City may include, but shall not be limited to, temporarily switching the transmission equipment on and off for testing.

953.10 REQUIREMENTS FOR REMOVAL, REPLACEMENT, MAINTENANCE AND REPAIR.

(A) Replacement of Municipal-Owned Wireless Support Structure.

- (1) When necessary to accommodate Small Cell Facility, the City may require, in response to an application to Collocate a Small Cell Facility on a City-owned Wireless Support Structure, the replacement or modification of the Wireless Support Structure at the Operator's cost if the City determines that replacement or modification is necessary for compliance with construction and safety standards. Such replacement or modification shall conform to these Design Guidelines. The City may retain ownership of the replacement or modified Wireless Support Structure.
- (2) Accommodation of reservation of space for future public safety or transportation uses. If the City has reserved space for future public safety or transportation uses on the City-owned Wireless Support Structure, the replacement or modification must accommodate the future use.

(B) Removal or Relocation Required for City Project.

- (1) Operator shall remove and relocate the permitted Small Cell Facility and/or Wireless Support Structure at the Operator's sole expense to accommodate construction of a public improvement project by the City.
- (2) If Operator fails to remove or relocate the Small Cell Facility and/or Wireless Support Structure or portion thereof as requested by the City within 120 days of the City's notice, then the City shall be entitled to remove the Small Cell Facility and/or Wireless Support Structure, or portion thereof at Operator's sole cost and expense, without further notice to Operator.
- (3) Operator shall, within 30 days following issuance of invoice for the same, reimburse the City for its reasonable expenses incurred in the removal (including, without limitation, overhead and storage expenses) of the Small Cell Facilities and/or Wireless Support Structure, or portion thereof.

(C) Removal Required by City for Safety and Imminent Danger Reasons.

- (1) Operator shall, at its sole cost and expense, promptly disconnect, remove or relocate the applicable Small Cell Facility and/or Wireless Support Structure within the time frame and in the manner required by the City if the City reasonably determines that the disconnection, removal, or relocation of any part of a Small Cell Facility and/or Wireless Support Structure (a) is necessary to protect the public health, safety, welfare, or City property, or (b) Operator fails to obtain all applicable licenses, permits, and certifications required by law for its Small Cell Facility and/or Wireless Support Structure.
- (2) If the Director of Public Service reasonably determines that there is imminent danger to the public, then the City may immediately disconnect, remove or relocate the applicable Small Cell Facility and/or Wireless Support Structure at the Operator's sole cost and expense.

(D) Removal/Abandonment of Facilities.

- (1) Operator shall remove Small Cell Facilities and Wireless Support Structures when such facilities are abandoned regardless of whether or not it receives notice from the City. Unless the City sends notice that removal must be completed immediately to ensure public health, safety, and welfare, the removal must be completed within the earlier of 60 days of the Small Cell Facility and/or Wireless Support Structure being abandoned, or within 60 days of receipt of written notice from the City. When Operator abandons permanent structures in the Right of Way, the Operator shall notify the City in writing of such abandonment and shall file with the City the location and description of each Small Cell Facility and/or Wireless Support Structure Abandoned. Prior to removal, Operator must make application to the City and receive approval for such removal. Operator must obtain a right of way work permit for the removal.

The City may require the Operator to complete additional remedial measures necessary for public safety and the integrity of the Right of Way.

- (2) The City may, at its option, allow a Wireless Support Structure to remain in the Right of Way and coordinate with the owner to transfer ownership of such Wireless Support Structure to the City, instead of requiring the owner and/or Operator to remove such Wireless Support Structure.
- (E) Restoration. Operator shall repair any damage to the Right of Way, any facilities located within the Right of Way, and/or the property of any third party resulting from Operator's removal or relocation activities (or any other of Operator's activities hereunder) within ten (10) calendar days following the date of such removal or relocation, at Operator's sole cost and expense. Restoration of the Right of Way and such property must be to substantially the same condition as it was immediately before the date Operator was granted a Small Cell Permit for the applicable location, or did the work at such location (even if Operator did not first obtain a Small Cell Permit). This includes restoration or replacement of any damaged trees, shrubs, or other vegetation. Such repair, restoration and replacement shall be subject to the sole, reasonable approval of the City.

953.11 RULE MAKING AUTHORITY.

The Director of Public Service is hereby authorized to promulgate additional rules and regulations, including but not limited to the adoption of forms and application submittal requirements, to carry out the purpose and intent of this Chapter in order to protect the public health, safety and welfare. Such rules, and amendments thereto, shall be consistent with these Codified Ordinances.

953.12 EFFECT OF PARTIAL INVALIDITY.

The provisions of this Chapter are hereby declared to be severable, and if any section, subsection, or clause of this Chapter is held by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such a ruling shall not affect the other parts of this Chapter that can be given effect.

953.99 PENALTY.

- (A) For failure to comply with any provision of this Chapter or the Design Guidelines the penalty shall be a civil forfeiture, payable to the City, in the amount of \$250 per day for each day the violation continues.
- (B) In addition to the civil forfeiture in division (A), the City may also pursue the remedies of revocation of the Small Cell Permit or specific performance of the violated provision.
- (C) The Director of Public Service may excuse violations of this Chapter for reasons of Force Majeure.
- (D) For purposes of this section, "Force Majeure" means a strike, acts of God, acts of public enemies, orders of any kind of a government of the United States of America or of the State of Ohio or any of their departments, agencies, or political subdivisions; riots, epidemics, landslides, lightning, earthquakes, fires, tornadoes, storms, floods, civil disturbances, explosions, partial or entire failure of utilities or any other cause or event not reasonably within the control of the Permittee, but only to the extent the disabled party notifies the other party as soon as practicable regarding such Force Majeure and then for only so long as and to the extent that, the Force Majeure prevents compliance or causes non-compliance with the provisions thereof.

(Ord. _____-2018. Passed _____-2018.)

RESOLUTION NO. 2 -2019

A RESOLUTION DESIGNATING THE CLERK OF COUNCIL AS THE MAYOR AND CITY COUNCIL’S DESIGNEE TO ATTEND TRAINING PROGRAMS AND SEMINARS ABOUT THE PUBLIC RECORDS LAW AS REQUIRED BY OHIO REVISED CODE SECTION 109.43; AND DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code Section 109.43 requires that all elected officials, except Judges, attend three hours of training per term of office about the Public Records Law; and,

WHEREAS, the Mayor and all members of Sylvania City Council wish to appoint the Clerk of Council as their designee for the purposes of attending all required training seminars and programs about the Public Records Law as required by Ohio Revised Code 109.43.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Sylvania, Lucas County, Ohio, _____ members elected thereto concurring:

SECTION 1. That the Clerk of Council is hereby designated as the Mayor and all members of Sylvania City Council’s designee for the purposes of attending all training programs and seminars as required by Ohio Revised Code 109.43.

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

SECTION 3. That the Clerk of Council is hereby directed to post a copy of this Resolution in the Office of the Clerk of Council in the Municipal Building pursuant to ARTICLE III, Section 12, of the Charter of this City.

SECTION 4. That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the Clerk of Council should be designated as the Mayor and all members of Sylvania City Council’s designee for the purpose of attending all seminars and training programs required by Ohio Revised Code 109.43 at the earliest possible time. Provided this Resolution receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor;

otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote dispensing with the second and third readings: Yeas _____ Nays _____

Passed, _____, 2019, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

Commerce Division of Liquor Control : Web Database Search

OWNERSHIP DISCLOSURE INFORMATION

This online service will allow you to obtain ownership disclosure information for issued and pending retail liquor permit entities within the State of Ohio.

Searching Instructions

Enter the known information and click the "Search" button. For best results, search only ONE criteria at a time. If you try to put too much information and it does not match exactly, the search will return a message "No records to display".

The information is sorted based on the Permit Number in ascending order.

To do another search, click the "Reset" button.

	SEARCH CRITERIA
Permit Number	<input type="text" value="2485375"/>
Permit Name / DBA	<input type="text"/>
Member / Officer Name	<input type="text"/>

[Search](#)[Reset](#)[Main Menu](#)

Member/Officer Name	Shares/Interest	Office Held
Permit Number: 2485375; Name: ELEMENT 112 LLC; DBA: DBA ELEMENT 112; Address: 5737 N MAIN ST & PATIO SYLVANIA 43560		
BRIAN CHAMBERS	MANAGE MEM	
CHRIS NIXON	MANAGE MEM	CEO
GREG GESWEIN	MANAGE MEM	
JOHN MEIER	MANAGE MEM	
MARCIA CHAMBERS	MANAGE MEM	
MICHELE NIXON	MANAGE MEM	PRESIDENT

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A



City of Sylvania

DIVISION OF TAXATION

CHRISTY M. GOLIS, COMMISSIONER OF TAXATION

January 2, 2019

Mayor Craig A. Stough and Members of Council
City of Sylvania
Sylvania, Ohio

Dear Mayor Stough and Council Members:

The monthly cash report from the Division of Taxation is as follows:

	Deposits	Refunds	Balance
December 31, 2018	\$840,697.85	\$20,381.00	\$820,316.85
December 31, 2017	\$899,162.29	\$2,042.31	\$897,119.98
Monthly Difference	-\$58,464.44	\$18,338.69	-\$76,803.13
Year to Date 2018	\$10,717,752.62	\$303,752.38	\$10,414,000.24
Year to Date 2017	\$10,900,910.40	\$246,633.28	\$10,654,277.12
Yearly Difference	-\$183,157.78	\$57,119.10	-\$240,276.88
			-2%

Respectfully submitted,

Christy M. Golis
Tax Commissioner

c: Mr. Toby Schroyer, Finance Director

