

PETITION FOR SPECIAL ASSESSMENTS FOR SPECIAL ENERGY IMPROVEMENT PROJECTS

A PETITION TO THE COUNCIL OF THE CITY OF TOLEDO SEEKING THE IMPOSITION OF SPECIAL ASSESSMENTS TO PAY THE COSTS OF VARIOUS SPECIAL ENERGY IMPROVEMENT PROJECTS AGAINST PROPERTY OWNED BY THE PETITIONERS AND SPECIALLY BENEFITED THEREBY, INCLUDING A WAIVER OF ALL RIGHTS TO NOTICES, HEARINGS AND APPEALS RESPECTING THE REQUESTED SPECIAL ASSESSMENTS

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

The Board of Education of the Toledo City School District is the owner of 100% of certain real property located in the City of Toledo, Lucas County, Ohio consisting of Lucas County Auditor Parcel Number 18-24624 and described on Exhibit A (“the Property”). The Property is currently leased by The Young Men’s Christian Association of Greater Toledo, an Ohio non-profit corporation (“Lessee”), (jointly together “Petitioners”). The Petitioners have executed an Energy Project Agreement which appoints the Chairperson of the Northwest Ohio Advanced Energy Improvement District (“the Energy Corporation”), an Ohio nonprofit corporation formed to govern 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, Ohio, Advanced Energy Improvement District (the “District”) created within the boundaries of 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, Ohio for the purpose of developing and implementing special energy improvement projects as defined in Section 1710.01(I) of the Revised Code, as the attorney-in-fact and agent for the Petitioners with the authority to act on behalf of the Petitioners in the special assessment process. A copy of the Energy Project Agreement is attached to this Petition as **Exhibit C**.

The Board of Directors of the Energy Corporation has approved initial and amended plans for special energy improvement projects in the District (the “Current Comprehensive Plan”), pursuant to which the Energy Corporation has caused special energy improvement projects to be provided from time to time. In accordance with Chapter 1710 of the Revised Code and the Current Comprehensive Plan, the Current Comprehensive Plan may be amended from time to time to provide for additional special energy improvement projects, and the District may be enlarged from time to time to include additional property so long as at least one special energy improvement project is designated for each parcel of real property within the additional territory added to the District.

The Board of Directors of the Energy Corporation has reviewed the plans for the special energy improvement projects described on **Exhibit B** attached hereto as (the “Project”) proposed to be constructed or installed on the Property and related and supporting materials and, subject to

an approval by the City Council of an expansion of the District to include the Property, has approved an amendment of the Current Comprehensive Plan to include provision for the Project.

As required by Section 1710.06 of the Revised Code, the Petitioners, as the owners of Property, being 100% of the area proposed to be added to the District and 100% of the area proposed to be assessed for the Project, hereby (a) petition the City Council to (i) approve the addition of the Property to the District and (ii) approve an amendment to the Current Comprehensive Plan to include the Project and (b) requests that (i) the Project be undertaken by the District and (ii) the total cost of the Project be assessed on the Property in proportion to the special benefits that will result from the Project.

In connection with this Petition and in furtherance of the purposes hereof, the Petitioners acknowledge that they have reviewed or caused to be reviewed (i) the Current Comprehensive Plan, (ii) the plans, specifications and profiles for the Project, (iii) the estimate of cost for the Project included in **Exhibit B** and (iii) the schedule of estimated special assessments to be levied for the Project also included in **Exhibit B**. The Petitioners acknowledge that the estimated special assessment for the parcel is in proportion to the benefits that may result from the Project.

Accordingly, the Petitioners hereby petition for the construction of the Project identified in this Petition and the attached **Exhibit B**, as authorized under Revised Code Chapter 1710, and for the imposition of the special assessments identified herein and authorized under Revised Code Chapters 727 and 1710 ("the Special Assessments") to pay the costs thereof.

In consideration of the Council's acceptance of this Petition and the imposition of the requested Special Assessments, the Petitioners consent and agree that the Property as identified in **Exhibit A** shall be assessed for all of the costs of the Project, including 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 the Project 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 Toledo-Lucas County Port Authority (the "Port Authority") or the Energy Corporation to provide a loan to the Petitioners to pay costs of the Project in anticipation of its receipt of the special assessments, capitalized interest on, and financing reserve funds for, such securities issued by the Port Authority and the Port Authority program administration fee, together with all other necessary expenditures. The Petitioners agree to pay the Special Assessments in a timely manner whether or not the Petitioners receive annual and timely notices of the Special Assessments.

The Petitioners further acknowledge and confirm that the Special Assessments set forth herein and in **Exhibit B** are in proportion to, and do not exceed, the special benefits to be conferred on the Property by the Project identified herein. The Petitioners further consent to the levying of the assessments therefore against the Property by the Council. The Petitioners acknowledge that these Special Assessments are fair, just and equitable and being imposed at the specific request of the Petitioners.

The Petitioners hereby waive notice and publication of all resolutions, legal notices and hearings provided for in the Ohio Revised Code with respect to the Project and the Special Assessments, particularly those in Chapter 727 and 1710 of the Revised Code and consents to proceeding with the Project. Without limiting the foregoing, the Petitioners specifically waive any notices and rights under the following Revised Code Sections:

- The right to notice of the adoption of the Resolution of Necessity under Sections 727.13 and .14;
- The right to limit the amount of the Special Assessment und 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 .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 Special Energy Improvements 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.

The Petitioners consent to immediately proceeding with all actions necessary to acquire, install and construct the Project and impose the Special Assessments.

The Petitioners further agree not to take any actions, or cause to be taken any actions, to place any of the Property in an agricultural district as provided for in Chapter 929 of the Revised Code, and if any of the Property is in an agricultural district, the Petitioners, in accordance with Section 929.03 of the Revised Code, hereby grant permission to collect any assessments levied against such Property.

The Petitioners acknowledge that the Special Assessments set forth herein and in the Exhibits hereto are based upon an estimate of costs, and that the final Special Assessments shall be calculated in the same manner, which, regardless of any statutory limitation thereon, may be more or less than the respective estimated assessments for the Project. In the event the final assessments exceed the estimated assessments, the Petitioners, without limitation of the other waivers contained herein, also waive any rights it may now or in the future have to object to those assessments, any notice provided for in Chapters 727 and 1710 of the Revised Code, and any rights of appeal provided for in such Chapters or otherwise. The Petitioners further acknowledge and represent that the respective final assessments may be levied at such time as determined by the City and regardless of whether or not any of the parts or portions of the Project have been completed.

The Petitioners further acknowledge that the final assessments for the Project, when levied against the Property, will be payable in cash within thirty (30) days from the date of passage of the ordinance confirming and levying the final assessments and that if any of such assessments are not paid in cash they will be certified to the Auditor of the County, as provided by law, to be placed on the tax list and duplicate and collected as other taxes are collected, or collected by the City

Treasurer as the City may elect. The Petitioners request that the unpaid final assessments for the Project be payable in thirty-eight (38) semi-annual installments, together with interest at the same rate as shall be borne by any bonds or other securities and associated fees which may be issued in anticipation of the collection of all or a portion of any such final assessments.

The Petitioners further waive any and all questions as to the constitutionality of the laws under which the Project shall be acquired, installed or constructed or the proceedings relating thereto, the jurisdiction of the City acting in connection therewith, all irregularities, errors and defects, if any, procedural or otherwise, in the levying of the assessments or the undertaking of the Special Energy Improvements, and specifically waives any and all rights of appeal, including any right of appeal as provided in Ohio Revised Code, Title 7, and specifically but without limitation, Chapters 727 and 1710 of the Revised Code, as well as all such similar rights under the Constitution of the State of Ohio, the Charter of the City of Toledo and the Toledo Municipal Code. The Petitioners represent that they will not contest, in a judicial or administrative proceeding, the undertaking of the Special Energy Improvements, the estimated assessments, the final assessments and any Special Assessments levied against the Property for the Special Energy Improvements, or any other matters related to the foregoing.

The Petitioners acknowledge and understands that the City, the Energy Corporation (a/k/a the Energy Special Improvement District created under Revised Code Chapter 1710), and the Port Authority all will be relying upon this petition in taking actions pursuant thereto and expending resources. Therefore this petition shall be irrevocable and shall be binding upon the Petitioners, any successors or assigns thereof, the Property, and any grantees, mortgagees, lessees, or transferees thereof. The Petitioners acknowledge that they have had an opportunity to be represented by legal counsel in this undertaking and have knowingly waived the rights identified herein.

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OWNER(S):
Board of Education of the Toledo City School District

By: *[Signature]*
Name: Dr. Romules Durant *[initials]*
Title: Superintendent
Date: 1/8/19

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

On the 8 day of ~~December~~ ^{January}, 2018, personally appeared before me, a notary public in and for the State of Ohio, Dr. Romules Durant, Superintendent, Board of Education of the Toledo City School District, who affirmed that pursuant to due authorization he/she executed the within and foregoing instrument for and on behalf of the Board of Education of in his/her official capacity, and that the same is the free act and deed of the Board of Education.



ANGELA D JORDAN
NOTARY PUBLIC - STATE OF OHIO
MY COMMISSION EXPIRES 1-23-2019

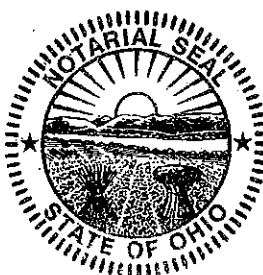
[Signature]
Notary Public

Board of Education of the Toledo City School District

By: *[Signature]*
Name: Ryan Stechshulte
Title: Treasurer
Date: 1-9-19

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

On the 9 day of ~~December~~ ^{January}, 2018, personally appeared before me, a notary public in and for the State of Ohio, Ryan Stechshulte, Treasurer, Board of Education of the Toledo City School District, who affirmed that pursuant to due authorization he/she executed the within and foregoing instrument for and on behalf of the Board of Education of in his/her official capacity, and that the same is the free act and deed of the Board of Education.



ANGELA D JORDAN
NOTARY PUBLIC - STATE OF OHIO
MY COMMISSION EXPIRES 1-23-2019

[Signature]
Notary Public

Board of Education of the Toledo City School District

By: [Signature]

Name: Stephanie Eichenberg

Title: Board President

Date: 1-9-2019

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

On the 9 day of January, 2019, personally appeared before me, a notary public in and for the State of Ohio, Polly Taylor-Gerken, Board President, Board of Education of the Toledo City School District, who affirmed that pursuant to due authorization he/she executed the within and foregoing instrument for and on behalf of the Board of Education of in his/her official capacity, and that the same is the free act and deed of the Board of Education.

[Signature]
Notary Public



ANGELA D. JORDAN
NOTARY PUBLIC - STATE OF OHIO
MY COMMISSION EXPIRES 1-23-2019

LESSEE:

IN WITNESS WHEREOF, The Young Men's Christian Association of Greater Toledo, has caused this petition to be executed by Brad Toft, in his official capacity as President and CEO, The Young Men's Christian Association of Greater Toledo, 1500 Superior Street, 2nd Floor, Toledo, Ohio 43604, on December 19, 2018.

The Young Men's Christian Association of Greater Toledo

By: 
Brad Toft, President & CEO

Date: 12/19/18

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

On the 19 day of December, 2018, before me, a Notary Public, in and for the State of Ohio, personally appeared, Brad Toft, President & CEO for The Young Men's Christian Association of Greater Toledo, located at 1500 Superior Street, 2nd Floor, Toledo, Ohio 43604, who affirmed that pursuant to due authorization he executed the within and foregoing instrument for and on behalf of The Young Men's Christian Association of Greater Toledo, in his official capacity, and that the same is the free act and deed of The Young Men's Christian Association of Greater Toledo.

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


Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Situated in the City of Toledo, County of Lucas, State of Ohio, described as follows:

A parcel of land being a part of Lots 5 & 6 of the Subdivision of Harris Farms recorded in Plat Volume 15, Page 32b in Lucas County Recorders Office and part of the Northeast (1/4) of Section Sixteen (16), Town nine (9) South, Range seven (7) East, Washington Township and City of Toledo, Lucas County, Ohio, which is more particularly described as follows:

Commencing at a found 5/8" Iron Pin in a Monument Box at the intersection of the Centerline of Right-of-Way of Tremainsville Road and the Centerline of Right-of-Way of Westbrook Drive (Northern Boulevard), as shown on Home Acres Subdivision as recorded in Plat Volume 24, Pages 19 and 20 in Lucas County Recorders Office;

Thence North 40° 50' 20" West on and along the Centerline of Right-of-Way of Tremainsville Road as defined by a found 5/8" Iron Pin in a Monument Box at the intersection of the Centerline of Right-of-Way of Tremainsville Road and the Centerline of Laskey Road also being the North line of Section 16 as shown on said Howards Grove Subdivision, a distance of 36.94' to a point;

Thence North 49° 15' 15" East perpendicular to the Centerline of Right-of-Way line of Tremainsville Road, a distance of 30.00' to a set Iron Pin on the Northeasterly Right-of-Way line of Tremainsville Road and being the Northwesterly corner of Lot 15 of said Howards Grove Subdivision;

Thence North 52° 19' 48" East, a distance of 119.31' to a set Iron Pin;

Thence on and along a tangent circular curve to the left having a radius of 230.00', chord bearing North 44° 42' 21" East, chord distance of 61.03' and curve length of 61.21' to set Iron Pin;

Thence North 37° 04' 55" East, a distance of 155.55' to a set Iron Pin and being the True Point of Beginning;

Thence on and along a tangent circular curve to the left having a radius of 325.00', chord bearing North 13° 32' 58" East, chord distance of 259.53' and curve length of 266.97' to a set Iron Pin;

Thence North 09° 59' 00" West, a distance of 39.61' to a set Iron Pin;

Thence on and along a tangent circular curve to the right having a radius of 470.00', chord bearing North 06° 49' 37" East, chord distance of 271.85' and curve length of 275.79' to a point;

Thence on and along a tangent circular curve to the right having a radius of 313.00', chord bearing of North 55° 24' 27" East, chord distance of 322.36' and curve length of 338.63' to a point;

Thence North 86° 24' 04" East, a distance of 68.40' to a point;

Thence on and along a tangent circular curve to the right having a radius of 71.00', chord bearing of South 50° 33' 35" East, chord distance of 96.91' and curve length of 106.67';

Thence South 07° 31' 14" East, a distance of 587.75' to a point;

Thence South 74° 34' 12" West, a distance of 539.24' to a point;

Thence North 52° 55' 05" West, a distance of 65.00' to the Point of Beginning; containing 7.391 acres, 321,965 square feet of land, more or less. Subject to legal highways.

The above description is based on a field survey performed by ESA Engineers, Surveyors & Associates, LLC, on October 2003.

Parcel No. 18-24624

EXHIBIT B
Project Plan for West Toledo YMCA

The Property, which is owned by the Petitioners and described in Exhibit A to the Petition, 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 Authorized Improvements:

1. LED Lighting
2. Building Controls
3. Lavatory & Sink Aerators

Total project cost: \$222,916.00

Total cost including financing and other charges: \$264,083.76

Total assessment payments to be collected: \$417,281.20

Estimated Annual assessment payment: \$21,962.17

Estimated semi-annual special assessments for 19 years*: varies per table below

Number of semi-annual installments: 38

First annual assessment due: January 31, 2020

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

| County Taxable Year | Total Annual Assessment Parcel 18-24624 | Year Payments Are Due | 1st Half (Due 1/31) | 2nd Half (Due 7/31) |
|----------------------------|--|------------------------------|----------------------------|----------------------------|
| 2019 | \$21,962.17 | 2020 | \$10,981.09 | \$10,981.08 |
| 2020 | \$21,962.17 | 2021 | \$10,981.09 | \$10,981.08 |
| 2021 | \$21,962.17 | 2022 | \$10,981.09 | \$10,981.08 |
| 2022 | \$21,962.17 | 2023 | \$10,981.09 | \$10,981.08 |
| 2023 | \$21,962.17 | 2024 | \$10,981.09 | \$10,981.08 |
| 2024 | \$21,962.17 | 2025 | \$10,981.09 | \$10,981.08 |
| 2025 | \$21,962.17 | 2026 | \$10,981.09 | \$10,981.08 |
| 2026 | \$21,962.17 | 2027 | \$10,981.09 | \$10,981.08 |
| 2027 | \$21,962.17 | 2028 | \$10,981.09 | \$10,981.08 |
| 2028 | \$21,962.17 | 2029 | \$10,981.09 | \$10,981.08 |
| 2029 | \$21,962.17 | 2030 | \$10,981.09 | \$10,981.08 |
| 2030 | \$21,962.17 | 2031 | \$10,981.09 | \$10,981.08 |
| 2031 | \$21,962.17 | 2032 | \$10,981.09 | \$10,981.08 |
| 2032 | \$21,962.17 | 2033 | \$10,981.09 | \$10,981.08 |
| 2033 | \$21,962.17 | 2034 | \$10,981.09 | \$10,981.08 |
| 2034 | \$21,962.17 | 2035 | \$10,981.09 | \$10,981.08 |
| 2035 | \$21,962.17 | 2036 | \$10,981.09 | \$10,981.08 |
| 2036 | \$21,962.17 | 2037 | \$10,981.09 | \$10,981.08 |
| 2037 | \$21,962.14 | 2038 | \$10,981.09 | \$10,981.05 |
| Total Assessment | \$417,281.20 | | | |

EXHIBIT C

ENERGY PROJECT AGREEMENT

(See Attached)