

**RESOLUTION OF THE SYLVANIA TOWNSHIP/CITY OF SYLVANIA JOINT  
ECONOMIC DEVELOPMENT DISTRICT  
BOARD OF DIRECTORS**

**Resolution No. 24-001**

**RESOLUTION APPROVING AN ECONOMIC DEVELOPMENT AGREEMENT**

**WHEREAS**, the contracting parties have taken action to approve the First Amended Joint Economic Development District Contract between the City of Sylvania and the Sylvania Township Board of Trustees for the purpose of facilitating economic development to create jobs and employment opportunities and to improve the economic welfare of the people in Sylvania Township, and the City of Sylvania, Lucas County, the State of Ohio and in the area of the contracting parties;

**WHEREAS**, the First Amended Joint Economic Development District Contract between the City of Sylvania and the Sylvania Township Board of Trustees incorporates an Economic Development Agreement involving the City of Sylvania, Sylvania Township, the Board of Directors of the Sylvania Township/City of Sylvania Economic Development District, and Central Rock LLC; and

**WHEREAS**, the Economic Development Agreement is an appropriate economic development incentive made available to support the economic vitality of the Project; facilitate economic development, create jobs and employment opportunities, and improve economic welfare;

**NOW THEREFORE, BE IT RESOLVED**, the presented Economic Development Agreement included and incorporated herein as Exhibit A be approved and that Chairperson John Healey is authorized to sign the Economic Development Agreement on behalf of the JEDD Board.

**BE IT FURTHER RESOLVED**, that it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were adopted in an open meeting of this Board and that all deliberations of this Board 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 Revised Code of Ohio.

Director \_\_\_\_\_ moved the adoption of the Resolution and Director \_\_\_\_\_ seconded and the roll being called upon its adoption, the vote resulted as follows:

Yes –  
No -

ATTEST:

I hereby certify that this is a true copy of the Resolution of the SYLVANIA JEDD Board of Directors adopted at a regular meeting of the Board on May 13, 2024.

ATTEST:

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Samantha Didion, SYLVANIA JEDD Secretary

## ECONOMIC DEVELOPMENT AGREEMENT

This Economic Development Agreement (the “Agreement”) made and entered into effective the \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and among the Board of Directors of the Sylvania Township/City of Sylvania Economic Development District, a public body organized and existing under the provisions of Ohio Revised Code (“R.C.”) Sections 715.70 – 715.84 (the “JEDD Board”); Sylvania Township, Lucas County, Ohio, a political subdivision of the State of Ohio, through its Board of Township Trustees (the “Township”); the City of Sylvania, Ohio, an Ohio municipal corporation (the “City”); and Central Rock LLC, an Ohio limited liability company, (collectively “Company”), with its main office located at 5215 Monroe St., Ste. 8, Toledo, OH 43623.

### RECITALS:

A. Pursuant to R.C. Sections 715.70 – 715.84 (the “JEDD Statutes”), Sylvania Township (the “Township”) and the City of Sylvania (the “City”) executed a Joint Economic Development District Contract, executed as of June 4, 2020 (the “JEDD Contract”), creating the Sylvania Township City of Sylvania Joint Economic Development District (the “STCS JEDD”).

B. Pursuant to the JEDD Contract, the Board of Directors for the JEDD (the “JEDD Board”) imposed a 1.50% tax on income withheld from employees working within the STCS JEDD Territory and on net business profits situated to the STCS JEDD Territory.

C. The Company desires to construct new commercial building(s) and related improvements (the “Project”) at a site within the boundaries of the Township (the “Project Premises” which is further described on the attached **Exhibit A** and incorporated herein by this reference), provided that the appropriate economic development incentives are available to support the economic viability of the Project. The Project is located outside of the STCS JEDD Territory.

D. In connection with the Project, the Company would lease the space to not less than five businesses from outside of the JEDD Territory. In addition, the Company estimates that it will cause to be created full-time permanent positions with payroll of approximately \$4,400,000.00 annually with the commercial property fully occupied no later than December 31, 2024.

E. In connection with the Project and the incentive to be provided to the Company pursuant to this Agreement, the Company desires to prepare and file the necessary property owner and business owner petitions to add the Project Premises to the STCS JEDD Territory. The Township and the City desire to support adding the Project Premises to support the creation of new jobs and to generally improve the economic condition of the STCS JEDD Territory.

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F. In return for the Company's filing of the necessary petitions to add the Project Premises to the STCS JEDD Territory, and pursuant to the powers granted to them under the JEDD Contract and pursuant to the JEDD Statutes, the Township, the City and the JEDD Board desire to provide the Company with the incentives described in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the receipt and sufficiency of which is hereby acknowledged, the parties herein agree as follows:

Section 1. Addition of Project Premises to the STCS JEDD Territory. Contemporaneous to delivery of this Agreement, the Company shall complete and file the property owner and business owner petitions (the "Petitions") necessary to initiate the process of adding the Project Premises to the STCS JEDD Territory, as described in R.C. Sections 715.71 and 715.84, and shall generally cooperate with the JEDD Board, the City and the Township to add the Project Premises to the STCS JEDD Territory. The Petitions shall specify that the addition of the Project Premises to the STCS JEDD Territory is expressly conditioned upon (i) the payment of the Annual Payments (as defined and described in Section 2 hereof), and (ii) the JEDD income tax rate not exceeding 1.5% for 5 years, as further described in Section 3 hereof. Upon receipt of the Petitions, the Township and the City shall complete the remaining processes for adding the Project Premises to the STCS JEDD Territory pursuant to R.C. Section 761.72 and the other provisions of the JEDD Statutes within three (3) months of the parties' final approval of this Agreement or May 1, 2024, whichever is earlier.

Section 2. Economic Development Terms.

A. Amount. Subject to the other requirements of this Agreement, the JEDD Board, the Township and the City hereby agree to provide the Company with annual payments (each an "Annual Payment," and collectively, the "Annual Payments"). Subject to Section 2(C) hereof, each Annual Payment shall be equal to 33.33% multiplied by the total JEDD income taxes withheld from employees and the net business profits within the Project Premises actually paid for the previous calendar year. The Annual Payments shall be used by the Company to offset the Company's land improvements and construction and non-operating costs incurred in connection with the Project.

B. Term of the Agreement. Subject to Section 2(C) hereof, the payments shall first apply to income taxes withheld during calendar year 2025 and paid in 2026, with the first Annual Payment due during calendar year 2026 and shall continue for a total of 5 years (the "Term"), with the final Annual Payment being made during calendar year 2030 for JEDD income taxes withheld or paid during calendar year 2029.

C. JEDD Income Tax Distribution and Annual Payment Obligation. To ensure that the City has sufficient revenues to pay each Annual Payment while meeting its other budgetary needs, the JEDD Board shall distribute JEDD income tax revenues from the Project Premises in a manner that will provide the City with sufficient JEDD income tax revenues to offset each Annual Payment by the City under this Agreement (the "Offset Amount"). The City shall not be obligated to make an Annual Payment until it receives the Offset Amount for that Annual

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Payment. The Township shall have no obligation to make any Annual Payments. Further, if any refunds are made from the payroll withholding or businesses located in the Project Premises, the Company's subsequent Annual Payment will be offset, dollar for dollar for any such refunds.

D. Filing of Annual Returns and Timing of Annual Payments. The Tax Administrator or their designee shall review each Annual JEDD Tax Return and, assuming that all information in the Returns appears correct, the City as Tax Administrator for the JEDD shall pay the Annual Payment for the applicable year to the Company no later than 90 days after the last due date for the JEDD Tax Returns to be filed.

E. Annual Appropriations. The obligation of the City to make Annual Payments pursuant to this Agreement is subject to an annual appropriation by the City. Nothing in this Agreement shall be construed to obligate the JEDD Board, the City or the Township to appropriate tax revenues to make the Annual Payments.

F. Effect of Nonpayment of Annual Payment. If an Annual Payment is not paid when due, the Company will give written notice, by certified mail, of the late payment to the City, the Township and the JEDD Board, after which the City will have 30 days after the receipt of such written notice to cure and make the Annual Payment to the Company. Notwithstanding any other provision in this Agreement, if the Annual Payment is not made within the 30-day cure period, the Petitions, the JEDD income tax with respect to the Project Premises, the JEDD Contract (as amended) with respect to the Project Premises and this Agreement shall automatically terminate.

G. Dispute Resolution. If any party to this Agreement disputes the calculation of the Annual Payments, the disputing party shall give notice in writing to the other parties regarding the nature of the dispute. The parties shall cooperate with each other to resolve the dispute in a timely manner and in a manner that is mutually agreeable among the parties. In the event that the parties are unable to agree upon a mutually acceptable resolution within 45 days after the date of the written notice described herein, the parties shall submit the dispute to arbitration in the manner specified in R.C. Section 1332.08.

Section 3. JEDD Income Tax Rate. In return for the Company's commitment to file the Petitions to add the Project Premises to the STCS JEDD Territory, the City, the Township and the JEDD Board hereby agree that the rate of the JEDD income tax levied with respect to the Project Premises shall not exceed the current rate of 1.50% for a 5-year period beginning with the commencement of the Term.

Section 4. Confidentiality. The JEDD Board, the City and the Township hereby acknowledge that annual tax returns and other financial or proprietary information may include confidential information ("Confidential Information") that is exempt from disclosure under Ohio's open records laws. The Confidential Information may include, but not be limited to, Company tax information and personal information related to employees of the Project Premises. Each of the JEDD Board, the City and the Township shall cooperate with the Company in the event of a public records request to ensure that all Confidential Information is redacted before any disclosure.

Section 5. Release. Upon satisfaction of the Company's obligations under this Agreement and expiration of the Term, the JEDD Board, the City and the Township shall, upon the written request of the Company, execute an instrument in recordable form evidencing such satisfaction or termination.

Section 6. Estoppel Certificate. Upon request of the Company, the JEDD Board, the City and the Township shall execute and deliver to the Company or any proposed purchaser, mortgagee or lessee of any portion of the Project Premises, a certificate stating: (a) that the Agreement is in full force and effect, if the same is true; (b) that the Company is not in default under any of the terms, covenants or conditions of the Agreement, or, if the Company is in default, specifying same; and (c) such other matters as the Company reasonably requests.

Section 7. Representations of the Parties. The Company hereby represents that it has full power and authority to enter into this Agreement and carry out its terms. The JEDD Board hereby represents that this Agreement is authorized by Resolution No. \_\_\_\_\_, passed \_\_\_\_\_, and that the JEDD Board has full power and authority to enter into this Agreement, to carry out its terms and to perform its obligations hereunder and thereunder. The Township hereby represents that this Agreement is authorized by Resolution No. \_\_\_\_\_, passed \_\_\_\_\_, and that the Township has full power and authority to enter into this Agreement, to carry out its terms and to perform its obligations hereunder and thereunder. The City hereby represents that this Agreement is authorized by Ordinance No. \_\_\_\_\_, passed \_\_\_\_\_, and that the City has full power and authority to enter into this Agreement, to carry out its terms and to perform its obligations hereunder and thereunder.

Section 8. Successors. This Agreement shall be binding upon and inure to the benefit of the Company and its beneficiaries, successors and assigns, including successive as well as immediate successors and assigns; shall be binding upon and inure to the benefit of the JEDD, and its successors and assigns; shall be binding upon and inure to the benefit of the Township, and its successors and assigns; and shall be binding upon and inure to the benefit of the City, and its successors and assigns.

Section 9. Agreement Binding on Parties; No Personal Liability; JEDD Board, City and Township Consents. All covenants, obligations and agreements of the JEDD Board, the Township, the City and the Company contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, official, officer, agent or employee of the JEDD, City or Township in other than their official capacity or of any individual person who is a partner, shareholder, director, member, manager, employee, officer or agent of the Company other than in their capacity as a partner, shareholder, director, member, manager, employee, officer or agent, and neither the members of the JEDD Board, the City Council, the Board of Township Trustees nor any JEDD, City or Township official executing this Agreement, or any individual person executing this Agreement on behalf of the Company, shall be liable personally by reason of the covenants, obligations or agreements of the JEDD Board, the City, the Township or the Company contained in this Agreement.

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Any consent of the JEDD Board to be given under this Agreement may be given by the Chairman of the JEDD Board, and shall be given in writing. Any consent of the Township to be given under this Agreement may be given by the Chairperson of the Board of Township Trustees, and shall be given in writing. Any consent of the City to be given under this Agreement may be given by the Mayor, and shall be given in writing.

Section 10. Amendments. This Agreement may be amended only by written instrument executed by all of the parties to this Agreement.

Section 11. Notices. Except as otherwise specifically set forth in this Agreement, all notices, certificates, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth in this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, demands, requests, consents or approvals, or other communications shall be sent. The present notice addresses of the parties follow:

(a) To the Company at: Central Rock LLC  
5215 Monroe St., Ste. 8  
Toledo, O 43623\_  
Attention: William Bostleman  
Phone: 419-913-7031

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

(b) To the City at: City of Sylvania  
6730 Monroe St.  
Sylvania, OH 43560  
Attention: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

With a copy to: Leslie Brinning, Law Director  
6730 Monroe St., Ste. 203  
Sylvania, OH 43560  
Phone: 419-882-7865  
Fax: 419-885-8998

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(c) To the Township at: Sylvania Township  
Attention: Oliver Turner, Administrator  
4927 N. Holland-Sylvania Rd.  
Sylvania, OH 43560  
Phone: (419) 882-0031

With a copy to: Dawn E. Sanderson  
Sanderson Law Offices LLC  
2340 Detroit Ave., Ste. Aa  
Maumee, OH 43537  
Phone: 419-872-5695

(d) To the JEDD Board at: JEDD Board  
Sylvania Township  
4927 N. Holland-Sylvania Rd.  
Sylvania, OH 43560  
Phone: (419) 882-0031

Section 12. Counterparts. This Agreement may be signed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single 20\_\_\_\_ instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more 20\_\_\_\_ copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed 20\_\_\_\_ instrument.

Section 13. Severability. In case any section or provision of this Agreement, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason,

a. that illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein,

b. the illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof, and

c. each other section, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.



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Section 14. Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 15. Governing Law and Choice of Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question among the City, its agents and employees, the JEDD, its agents and employees, the Township, its agents and employees, and the Company, its employees, contractors, subcontractors and agents arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within the State of Ohio.

Section 16. Assignments. Except as otherwise provided in this Section 16, the Company agrees not to assign this Agreement without the prior written consent of the JEDD Board, City and Township, which consent shall not be unreasonably withheld. Notwithstanding any provisions to the contrary in this Section, the Company may assign its interest in this Agreement to an entity controlled by or under common control with the Company only with the prior written consent, which shall not be unreasonably withheld, of the JEDD Board, the City or the Township.

Section 17. Entire Agreement. This Agreement constitutes the entire agreement among the Company, the JEDD Board, the City and the Township pertaining to the subject matter contained herein and therein and supersede all other prior or contemporaneous agreements or understandings among the Company, the JEDD Board, the City and the Township in connection with such subject matter.

[Remainder of the Page Intentionally Left Blank.]

SIGNATURE PAGE FOLLOWS

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IN WITNESS WHEREOF, the JEDD Board, the Township, the City and the Company have caused this Agreement to be executed in their respective names by their duly authorized officers or representatives, as of the date hereinabove written.

SYLVANIA TOWNSHIP/CITY OF SYLVANIA  
ECONOMIC DEVELOPMENT DISTRICT

By: \_\_\_\_\_  
Its: Chairperson

SYLVANIA TOWNSHIP, LUCAS COUNTY, OHIO

By: \_\_\_\_\_  
Its: Chairperson, Board of Township Trustees

CITY OF SYLVANIA, LUCAS COUNTY, OHIO

By: \_\_\_\_\_  
Its: Mayor

Central Rock, LLC  
An Ohio Limited Liability Company

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Leslie B. Brinning, Law Director  
City of Sylvania

Approved as to Form:

\_\_\_\_\_  
Dawn Sanderson, Attorney for Sylvania Township

**FISCAL OFFICER’S CERTIFICATE**

As fiscal officer for the JEDD, I hereby certify that funds sufficient to meet the obligations of the JEDD in this Agreement (including specifically the funds required to meet the obligation of the JEDD in the year 2024) have been lawfully appropriated for the purposes thereof and are available in the treasury, and/or are in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. No JEDD expenditures will be required in 2024. This certificate is given in compliance with Ohio Revised Code Sections 5705.41 et seq.

Dated: \_\_\_\_\_, 2024

\_\_\_\_\_  
Toby Schroyer, Finance Director for City

**FISCAL OFFICER’S CERTIFICATE**

As fiscal officer for the City, I hereby certify that funds sufficient to meet the obligations of the City in this Agreement (including specifically the funds required to meet the obligation of the City in the year 2024) have been lawfully appropriated for the purposes thereof and are available in the treasury, and/or are in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. No City expenditures will be required in 2024. This certificate is given in compliance with Ohio Revised Code Sections 5705.41 et seq.

Dated: \_\_\_\_\_, 2024

\_\_\_\_\_  
Toby Schroyer,  
Sylvania Township Joint Economic Development  
District

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**EXHIBIT A**

**PROJECT PREMISES**

The Project Premises is the real estate situated in the Township of Sylvania, County of Lucas and State of Ohio generally depicted on the map that follows this page and identified by the Lucas County Auditor for tax year 2024 as parcel number (s) 79-73273 and 79-73242.