

Sylvania City Council
February 18, 2014

6:00 p.m.

Parks & Forestry Committee

Proposed Ordinance 6-2014, Amending Chapter 951

6:15 p.m.

Economic Development Sub-Committee

Downtown Parking, Tier Two Grant Application

7:30 p.m. Council Meeting

Agenda

1. Roll call.
2. Pledge of Allegiance to the United States of America led by Mrs. Husman.
3. Additions to the agenda.
4. Approval of the meeting minutes of February 3, 2014.
5. Sylvania Municipal Planning Commission's recommendation on Zoning Amendment Application ZA-1-2014. Set Public Hearing. (Earliest date, April 7, 2014)
6. Proposed Ordinance 8-2014, declaring it necessary to improve the municipal street of Arbor Way between Silvertown Drive and Whiteford Road by installing sanitary sewer lines.
7. Proposed Ordinance 9-2014, authorizing an agreement with Zambelli Fireworks Manufacturing Co. for the July 3, 2014, Independence Day celebration at Centennial Terrace and Quarry.
8. Proposed Ordinance 10-2014, authorizing a lease agreement with Mike Buck, Individually and d/b/a Mike Buck State Farm at 6465 Monroe Street, Sylvania, Oh.
9. Committee reports.
 - a. Parks & Forestry Committee Report.
 1. Proposed Ordinance 6-2014.
 - b. Economic Development Sub-Committee Report.
10. Committee referrals.

Information

- A. January 2014 Bank Reconciliation.
- B. Minutes of the February 12, 2014 Municipal Planning Commission meeting.
- C. Minutes of the February 12, 2014 Board of Architectural Review meeting.
- D. 2013 Fund Report from Chief of Police William Rhodus.

Minutes of the Meeting of Council
February 3, 2014

The Council of the City of Sylvania, Ohio met in regular session on February 3, 2014 at 7:30 p.m. with Mayor Craig A. Stough in the chair. Roll was called with the following members present: Mike Brown, Katie Cappellini, Doug Haynam, Sandy Husman, Mark Luetke, Todd Milner, Mary Westphal (7) present;

Roll call: All present.

Mr. Haynam led the Pledge of Allegiance to the United States of America. Council observed a moment of silence for the fall Toledo firefighters.

Pledge of Alleg.

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

Requests were made for the following additions to the agenda:

Additions to the agenda.

- 5a. Moved agenda item 11 here.
- 13b. Schedule Economic Development Sub-Committee Meeting.

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

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

Mrs. Westphal presented the January 21, 2014 minutes. Mrs. Westphal moved, Mr. Milner 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 January 21, 2014 be approved; roll call vote being: Cappellini, Haynam, Husman, Luetke, Milner, Westphal, Brown (7) yeas; (0) nays. The motion carried.

Approval of the January 21 minutes.

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

Mr. Daniel Cannode, Commander, The Military Order of the Purple Heart, Toledo Chapter presented Council will a plaque and U.S. flag to honor the City for becoming a "Purple Heart City".

Honor City for becoming "Purple Heart City"

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

Mr. Haynam presented and read aloud by title only, proposed Ordinance 7-2014, a written copy of same having been previously furnished to each member of Council, "Approving the Recommendation of the Municipal Planning Commission to approve Petition for Zoning Ordinance Amendment No. ZA-5-2013 on the petition of John M. Wojtila, P.E. on behalf of Dearborn Land Investment, LLC to change the Zoning of the

Ordinance 7-014, "Approving... ZA-5-2013... Zoning change at

Minutes of the Meeting of Council
February 3, 2014

property at 7510 W. Sylvania Ave., Sylvania, Ohio; and declaring an emergency.” 7510 W.
Mr. Haynam moved, Mr. Milner seconded, that Council dispense with the Second and Sylvania...”
Third Readings of said Ordinance; roll call vote being: Haynam, Husman, Luetke,
Milner, Westphal, Brown, Cappellini, (7) yeas; (0) nays. The motion carried.

Mr. Haynam moved, Mr. Luetke seconded, that Ordinance 7-2014 be enacted as an
emergency measure as declared therein; roll call vote being: Husman, Luetke, Milner,
Westphal, Brown, Cappellini, Haynam, (7) yeas; (0) nays. The motion carried.

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

RP Marketing provided a presentation/update on the new website. Mr. Luetke moved, RP Marketing
Mr. Milner seconded, that after the mid-project review, approval be given to complete update on new
the website as specified in the proposal; roll call vote being: Luetke, Milner, Westphal, website.
Brown, Cappellini, Haynam, Husman, (7) yeas; (0) nays. The motion carried.

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

Mayor Stough presented the Zoning Ordinance Amendment Petition No. ZA-1-2014, a ZA-1-2014
request from Ten Mile Development to change the zoning from R-1 “Single Family referral to Plan
Residential Large Lot District” to B-1-B “Modified Business and Office District” at Commission.
4840 Harroun Rd., Sylvania, OH 43560. Mr. Haynam moved, Mr. Milner seconded to
refer Zoning Ordinance Amendment Petition No. ZA-1-2014 to the Municipal
Planning Commission for review and recommendation; roll call vote being: Milner,
Westphal, Brown, Cappellini, Haynam, Husman, Luetke, (7) yeas; (0) nays. The
motion carried.

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

Service Director Aller provided an update on the Arbor Way Sanitary Sewer project. Arbor Way
He stated construction will begin May 1st with a 75 day completion. A Public Sewer Project
Involvement Meeting is scheduled for Monday, March 3rd in Council Chambers at update.
6:30p.m. Aller requested a Resolution of Necessity to proceed with the project. Mr.
Brown moved, Mrs. Westphal seconded to request administration to prepare a
Resolution of Necessity for the Arbor Way Sanitary Sewer project for our next
meeting; roll call vote being: Westphal, Brown, Cappellini, Haynam, Husman, Luetke,
Milner, (7) yeas; (0) nays. The motion carried.

Minutes of the Meeting of Council
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Mayor Stough stated that Council will now consider agenda item 9.

Service Director Kevin Aller's report on the Brint and McCord Road Intersection Improvement Project was placed on file. Mr. Milner presented and read aloud by title only, proposed Ordinance 4-2014, a written copy of same having been previously furnished to each member of Council, "Accepting the Bid of Lake Erie Electric, LLC, Inc. and awarding the contract for the Brint Road and McCord Road Intersection Improvement project to same; authorizing the expenditure for the Project in the amount of \$195,870; appropriating funds therefore; and declaring an emergency." Mr. Milner moved, Mrs. Husman seconded, that Council dispense with the Second and Third Readings of said Ordinance; roll call vote being: Husman, Luetke, Milner, Westphal, Brown, Cappellini, Haynam, (7) yeas; (0) nays. The motion carried.

Ordinance
4-2014,
"Accepting
bid...Lake Erie
Electric..Brint/
McCord
Intersection...."

Mr. Milner moved, Mr. Haynam seconded, that Ordinance 4-2014 be enacted as an emergency measure as declared therein; roll call vote being: Luetke, Milner, Westphal, Brown, Cappellini, Haynam, Husman, (7) yeas; (0) nays. The motion carried.

Mr. Milner presented and read aloud by title only, proposed Ordinance 5-2014, a written copy of same having been previously furnished to each member of Council, "Accepting a perpetual Easement from Lourdes Properties, LLC relative to the Brint/McCord Intersection Improvement Project; dedicating the easement for public purposes; and declaring an emergency." Mr. Milner moved, Mrs. Husman seconded, that Council dispense with the Second and Third Readings of said Ordinance; roll call vote being: Milner, Westphal, Brown, Cappellini, Haynam, Husman, Luetke, (7) yeas; (0) nays. The motion carried.

Ordinance
5-2014,
"Accepting
easement from
Lourdes...Brint/
McCord
Intersection
project..."

Mr. Milner moved, Mr. Haynam seconded, that Ordinance 5-2014 be enacted as an emergency measure as declared therein; roll call vote being: Westphal, Brown, Cappellini, Haynam, Husman, Luetke, Milner, (7) yeas; (0) nays. The motion carried.

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

Law Director Leslie Brinning and Service Director Kevin Aller's report on Amendments to Chapter 951 of the Sylvania Codified Ordinances was placed on file. Proposed Ordinance 6-2014, Amending Chapter 951 was referred to the Parks & Forestry Committee for review. The Parks & Forestry Committee has set Tuesday, February 18, 2014 at 6:00p.m. to discuss Amending Chapter 951 of the Sylvania Codified Ordinances.

Ordinance
6-2014, referred
to Parks &
Forestry
Committee
2/18/14 at
6:00p.m.

Minutes of the Meeting of Council
February 3, 2014

The Economic Development Sub-committee has set a meeting for Tuesday, February 18, 2014 at 6:15 p.m. to discuss the downtown parking and Tier Two Grant Application.

Econ Dev Sub-Committee meeting set for 2/18/14, 6:15 p.m.

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

Mayor Stough reported on his appointment of Mark Frye to the Municipal Planning Commission to fill the vacant seat with term expiring December 31, 2017. Mr. Milner moved, Mr. Haynam seconded to confirm the Mayor's appointment of Mary Frye to the Municipal Planning Commission to fill the vacant seat with term expiring December 31, 2017; roll call vote being: Milner, Westphal, Brown, Cappellini, Haynam, Husman, Luetke, (7) yeas; (0) nays. The motion carried.

Council's confirmation of Mary Frye to Planning Commission.

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

Mr. Luetke stated the Employee & Community Relations Committee met to discuss recognition of Eddie Boggs. Mr. Luetke moved, seconded by Mrs. Husman to direct administration to prepare legislation to name the park at Maplewood and Main Streets after Eddie Boggs pending the agreement with the property owner; roll call vote being: Westphal, Brown, Cappellini, Haynam, Husman, Luetke, Milner, (7) yeas; (0) nays. The motion carried.

Naming park at Main and Maplewood after Eddie Boggs.

Mr. Luetke stated the Economic Development Sub-Committee met to discuss downtown parking. There were presentations from Law Director Brinning on legal matters and Smithgroup/JJR providing an update and background of the 2008 parking study. The downtown parking discussions will continue at an Economic Development Sub-committee meeting at 6:15p.m. on February 18, 2014.

Downtown Parking update.

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

Mrs. Westphal moved, Mr. Brown seconded that this meeting adjourn; all present voting yea (7); (0) nays. The motion carried and the meeting adjourned at 8:45p.m.

Adjournment.

Clerk of Council

Mayor



February 14, 2014

To: Mayor and Members of City Council

Re: **Council Referral – ZA-1-2014**

Dear Mayor and Members of Council:

Following is an excerpt from the minutes of the regular meeting of the Municipal Planning Commission of February 12, 2014, Council Referral - ZA-1-2014 requested by Ten Mile Development for Parcel# 82-04538 located at 4840 Harroun Road Sylvania, Ohio 43560, to change the Zoning from R-1 Single-Family Residential Large Lot District to B-1-B Modified Business and Office District:

..." Mr. McCann moved, Mayor Stough seconded to recommend that they approve the plan as submitted. Vote being: Stough, Frye, McCann and Lindsley (4) aye; Marciniak (1) nay. Motion passed by a 4 to 1 vote."...

Sincerely,

Debra Webb, Secretary
Municipal Planning Commission

RESOLUTION NO. 8 - 2014

DECLARING IT NECESSARY TO IMPROVE THE CITY OF SYLVANIA, LUCAS COUNTY, OHIO, MUNICIPAL STREET OF ARBOR WAY BETWEEN SILVERTOWN DRIVE AND WHITEFORD ROAD BY INSTALLING EIGHT INCH SANITARY SEWER LINES, WIDENING THE PAVEMENT, INSTALLING A NEW SURFACE COURSE OF ASPHALT AND OTHER RELATED APPURTANANCES; AND DECLARING AN EMERGENCY.

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

SECTION 1. That it is hereby determined to be necessary to improve Arbor Way between Silvertown Drive and Whiteford Road by installing eight inch sanitary sewer line, widening the pavement, installing a new surface course of asphalt, driveway repair and replacement together with other necessary related appurtenances. The lots and parcels to be assessed are identified on the attached "Exhibit A."

SECTION 2. That the plans, profiles, specifications and the estimate of cost for said improvements, heretofore prepared by this City's consulting engineers and, by the Director of Public Service, placed on file in the Office of the Clerk of Council be, and the same hereby are approved.

SECTION 3. That it is hereby found and determined that the method of, and procedure for making, awarding, advertising, modifying and enforcing the contract for such improvement and the method, procedure, time and manner of payment thereunder shall be as set forth in such plans, specifications and contract documents now on file with the Clerk of this Council.

SECTION 4. That the entire cost of the improvement, estimated to be Three Hundred Thousand Dollars (\$300,000.00), shall be assessed, in proportion to the benefits which may result from the improvement, upon all the lots and lands bounding and abutting upon such improvement between and including the termini of the improvement, which lots and lands are hereby determined to be specifically benefited by said improvement.

SECTION 5. That the cost of the improvement shall include the cost of preliminary and other surveys, plans, specifications, profiles and estimates and of printing, serving and publishing notices, Resolutions and Ordinances, the amount of any damages resulting from the improvement and the interest thereon, the costs incurred in connection with the preparation, levy and collection of the special assessments, the cost of purchasing, appropriating and otherwise obtaining legal opinions, cost of labor and material, and interest on securities issued in anticipation of the levy and collection of the special assessments or if securities in anticipation of the levy of the special assessments are not issued, interest at the rate of two (2%) percent per year on moneys advanced by this City for the cost of that improvement in anticipation of the levy of the special assessments, together with all other necessary expenditures.

SECTION 6. That the Director of Public Service be, and he hereby is, authorized and directed to prepare and file, in the Office of the Clerk of this Council, the estimated assessments of the cost of the improvement described in this Resolution. Such estimated assessments shall be based upon the estimate of cost of said improvement now on file in the Office of the Clerk of this Council and shall be prepared pursuant to the provisions of this Resolution. When such estimated

assessments have been so filed, said Clerk shall cause notice of the adoption of this Resolution and the filing of said estimated assessments to be served on the owners of all lots and lands to be assessed in the manner as provided in the Revised Code of Ohio, Section 727.13.

SECTION 7. The special assessments to be levied shall be paid in twenty (20) annual installments, with interest on the rate or rates of interest as shall be borne by the securities to be issued in anticipation of the collection of the total of the unpaid special assessments or, if such securities are not issued, at the rate or rates of interest determined by this Council when it passes the assessing Ordinance levying those special assessments; provided that the owner of any property assessed may pay the special assessment in cash within thirty (30) days after passage of the assessing Ordinance.

SECTION 8. That the remainder of the entire cost of said improvement not specifically assessed shall be assumed by the City of Sylvania and paid in cash or by issuance of bonds, or notes in anticipation thereof, as provided by law or from other funds available and appropriated for such purpose.

SECTION 9. 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 10. 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 11. 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 proceedings for assessing the cost of the improvement referred to herein are required without delay in order to timely place said assessment upon the tax duplicate 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, _____, 2014 as an emergency measure.

President of Council

ATTEST:

Clerk of Council
APPROVED:

Mayor

Date
APPROVED AS TO FORM:

Director of Law

CITY OF SYLVANIA, OHIO
ARBOR WAY SANITARY SEWER
January 28, 2014

Mail List

Parcel#	Owner	StreetNum	StreetName	City	State	Zip	Legal	MailName	MailAddress	MailCity	MailState	MailZIP	Tentative Assessment
8238087	KEITH TODD & VICTORIA OTT JOANNE M OTT TR	5253	WHITEFORD RD	SYLVANIA	OH	43560	COOPER PLACE LOT 62	TODD & VICTORIA KEITH	5253 WHITEFORD RD	SYLVANIA	OH	43560	\$13,043.48
8238088	LANEY TEALE A	5241	WHITEFORD RD	SYLVANIA	OH	43560	COOPER PLACE LOT 79 & W 25 FT LOT	JOANNE M OTT TR	5241 WHITEFORD RD	SYLVANIA	OH	43560	\$13,043.48
8238089	RASZKA DENNIS J ETAL	5238	ARBOR WAY	SYLVANIA	OH	43560	78 (ANNEXED FROM SYLVANIA TWP LOT 77 & E 25 FT LOT	TEALE A LANEY	4628 GOLF CREEK	TOLEDO	OH	43623	\$13,043.48
8238090	DRYER WILLIAM J & LINDA L	5232	ARBOR WAY	SYLVANIA	OH	43560	78 (ANNEXED FROM SYLVANIA TWP LOT 78 & W 25 FT LOT	DENNIS J RASZKA ETAL	5232 ARBOR WAY	SYLVANIA	OH	43560	\$13,043.48
8238091	DEARMOND WENDY S	5222	ARBOR WAY	SYLVANIA	OH	43560	75 (ANNEXED FROM SYLVANIA TWP LOT 74 & E 25 FT LOT	WILLIAM J & LINDA L DRYER	6062 BURRWOOD	SYLVANIA	OH	43560	\$13,043.48
8238092	ULRICH ASHLEY N	5212	ARBOR WAY	SYLVANIA	OH	43560	75 (ANNEXED FROM SYLVANIA TWP FROM SYLVANIA TWP SEE 78-49794)	WENDY S DEARMOND	5212 ARBOR WAY	SYLVANIA	OH	43560	\$13,043.48
8238093	WEIS JEFFREY M	5208	ARBOR WAY	SYLVANIA	OH	43560	COOPER PLACE LOT 71 (ANNEXED FROM SYLVANIA TWP SEE 78-49787)	ASHLEY N ULRICH	5208 ARBOR WAY	SYLVANIA	OH	43560	\$13,043.48
8238094	BELLANCA DEBORAH A & STEPHEN M	5160	ARBOR WAY	SYLVANIA	OH	43560	COOPER PLACE LOT 70 (ANNEXED FROM SYLVANIA TWP SEE 78-49784)	JEFFREY M WEIS	5202 ARBOR WAY	SYLVANIA	OH	43560	\$13,043.48
8238095	BLUM JOYCE A	5154	ARBOR WAY	SYLVANIA	OH	43560	COOPER PLACE LOT 69 (ANNEXED FROM SYLVANIA TWP SEE 78-49781)	D A & S M BELLANCA	5160 ARBOR WAY	SYLVANIA	OH	43560	\$13,043.48
8238096	ROBERTS PAULA J & DENNIS L	5150	ARBOR WAY	SYLVANIA	OH	43560	COOPER PLACE LOT 68 (ANNEXED FROM SYLVANIA TWP SEE 78-49777)	JOYCE A BLUM	5154 ARBOR WAY	SYLVANIA	OH	43560	\$13,043.48
8238097	HENSLEY LARRY W	5144	ARBOR WAY	SYLVANIA	OH	43560	COOPER PLACE LOT 67 (ANNEXED FROM SYLVANIA TWP SEE 78-49774)	PAULA J & DENNIS L ROBERTS	5150 ARBOR WAY	SYLVANIA	OH	43560	\$13,043.48
8238098	KUTZKE LAURA	5134	ARBOR WAY	SYLVANIA	OH	43560	COOPER PLACE LOT 66 (ANNEXED FROM SYLVANIA TWP SEE 78-49771)	LARRY W HENSLEY	5144 ARBOR WAY	SYLVANIA	OH	43560	\$13,043.48
8238099	KUTZKE LAURA N	5132	ARBOR WAY	SYLVANIA	OH	43560	COOPER PLACE LOT 65 (ANNEXED FROM SYLVANIA TWP SEE 78-49767)	LAURA KUTZKE	5134 ARBOR WAY	SYLVANIA	OH	43560	\$13,043.48
8238100	KUTZKE LAURA N	5130	ARBOR WAY	SYLVANIA	OH	43560	COOPER PLACE LOT 64 (ANNEXED FROM SYLVANIA TWP SEE 78-49764)	LAURA N KUTZKE	3953 OAKMONT	THE COLONY TX	TX	75056	\$13,043.48
8238101	KUTZKE LAURA N	5128	ARBOR WAY	SYLVANIA	OH	43560	COOPER PLACE LOT 63 (ANNEXED FROM SYLVANIA TWP SEE 78-49761)	LAURA N KUTZKE	3953 OAKMONT	THE COLONY TX	TX	75056	\$13,043.48
8238102	SAILER LAURA M ETAL	5121	ARBOR WAY	SYLVANIA	OH	43560	COOPER PLACE LOT 101 & 102 (ANNEXED FROM SYLVANIA TWP SEE FROM SYLVANIA TWP SEE 78-49867)	LAURA M SAILER ETAL	3953 OAKMONT	THE COLONY TX	TX	75056	\$13,043.48
8238103	FISCHER KELLY N	5129	ARBOR WAY	SYLVANIA	OH	43560	COOPER PLACE LOT 99 & E 25 FT LOT	KELLY N FISCHER	5121 ARBOR WAY	SYLVANIA	OH	43560	\$13,043.48
8238104	FISCHER KELLY N	5133	ARBOR WAY	SYLVANIA	OH	43560	COOPER PLACE LOT 98 & E 25 FT LOT	KELLY N FISCHER	5133 ARBOR WAY	SYLVANIA	OH	43560	\$13,043.48
8238105	BUTLER DEBRA S ETAL	5138	ARBOR WAY	SYLVANIA	OH	43560	COOPER PLACE LOT 97 & W 25 FT LOT	DEBRA S BUTLER ETAL	5133 ARBOR WAY	SYLVANIA	OH	43560	\$13,043.48
8238106	SILVERNALE KEITH C & DAWN M	5148	ARBOR WAY	SYLVANIA	OH	43560	COOPER PLACE LOT 96 & E 25 FT LOT	KEITH C & DAWN SILVERNALE	5138 ARBOR WAY	SYLVANIA	OH	43560	\$13,043.48
8238107	CLARK EVELYN L	5158	ARBOR WAY	SYLVANIA	OH	43560	COOPER PLACE LOT 94 & W 25 FT LOT	EVELYN L CLARK	5148 ARBOR WAY	SYLVANIA	OH	43560	\$13,043.48
8238108	HEAPS NILA FAE	5201	ARBOR WAY	SYLVANIA	OH	43560	COOPER PLACE LOT 93 & E 25 FT LOT	NILA FAE HEAPS	5158 ARBOR WAY	SYLVANIA	OH	43560	\$13,043.48
8238109	LE ROUX R N & K M	5207	ARBOR WAY	SYLVANIA	OH	43560	COOPER PLACE LOT 92 W 25 FT (ANNEXED FROM SYLVANIA TWP SEE FROM SYLVANIA TWP SEE 78-49864)	R N & K M LE ROUX	5201 ARBOR WAY	SYLVANIA	OH	43560	\$13,043.48
8238110	LE ROUX ROBERT N & KATHLEEN M	5211	ARBOR WAY	SYLVANIA	OH	43560	COOPER PLACE LOT 90 & E 25 FT LOT	R N & K M LE ROUX	5211 ARBOR WAY	SYLVANIA	OH	43560	\$13,043.48
8238111	ROBERTS KRISTIN M AS TRUSTEE	5221	ARBOR WAY	SYLVANIA	OH	43560	COOPER PLACE LOT 88 & W 25 FT LOT	KRISTIN M ROBERTS AS TR	5221 ARBOR WAY	SYLVANIA	OH	43560	\$13,043.48
8238112	OTT CAROL A	5231	ARBOR WAY	SYLVANIA	OH	43560	COOPER PLACE LOT 87 (ANNEXED FROM SYLVANIA TWP SEE 78-49834)	CAROL A OTT	5231 ARBOR WAY	SYLVANIA	OH	43560	\$13,043.48
8238113	FATHALLA REEM F & HARITH JALIL ESTIFAN	5241	ARBOR WAY	SYLVANIA	OH	43560	COOPER PLACE LOT 86 (ANNEXED FROM SYLVANIA TWP SEE 78-49831)	REEM F FATHALLA & HARITH JALIL ESTIFAN	5241 ARBOR WAY	SYLVANIA	OH	43560	\$13,043.48
8238114	FATHALLA REEM F & HARITH JALIL ESTIFAN	5237	ARBOR WAY	SYLVANIA	OH	43560	FROM SYLVANIA TWP SEE 78-49831	REEM F FATHALLA & HARITH JALIL ESTIFAN	5241 ARBOR WAY	SYLVANIA	OH	43560	\$13,043.48

ORDINANCE NO. 9 - 2014

AUTHORIZING AN AGREEMENT WITH ZAMBELLI FIREWORKS MANUFACTURING CO. FOR THE INDEPENDENCE DAY CELEBRATION ON JULY 3, 2014 AT CENTENNIAL TERRACE AND QUARRY; AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO SIGN AN AGREEMENT FOR THE FIREWORKS DISPLAY WHICH WILL COST TWENTY-EIGHT THOUSAND EIGHT HUNDRED SEVENTY-FIVE DOLLARS (\$28,875); AUTHORIZING A 50% DEPOSIT PAYMENT UPON THE SIGNING OF THE AGREEMENT WHICH WILL BE SHARED BY THE CITY, SYLVANIA TOWNSHIP, COCA-COLA CORPORATION, THE SYLVANIA AREA JOINT RECREATION DISTRICT AND AREA BUSINESSES; AND DECLARING AN EMERGENCY.

WHEREAS, Zambelli Fireworks Manufacturing Co. presented to the Mayor and Director of Finance a contract providing for the furnishing, delivering, and display of fireworks for the Sylvania Community on July 3, 2014, for the sum of Twenty-Eight Thousand Eight Hundred Seventy-Five Dollars (\$28,875), as set forth in said agreement, a copy of which agreement is now on file with the Clerk of this Council; and,

WHEREAS, the total display will cost Twenty-Eight Thousand Eight Hundred Seventy-Five Dollars (\$28,875.00) with the City of Sylvania, Sylvania Township, Coca-Cola Corporation, the Sylvania Area Joint Recreation District and other area businesses all contributing to the cost of the fireworks display.

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

SECTION 1. That the Mayor and Director of Finance be, and they hereby are, authorized and directed to enter into an agreement with Zambelli Fireworks Manufacturing Co. in the form and substance of the agreement now on file with the Clerk of this Council providing that Zambelli Fireworks Manufacturing Co. will provide a fireworks display on July 3, 2014, for a payment by the City to S Zambelli Fireworks Manufacturing Co. of Twenty-Eight Thousand Eight Hundred Seventy-Five Dollars (\$28,875.00) with the City making a 50% deposit payment.

SECTION 2. That to provide funds for said fireworks, there is hereby appropriated from the **SPECIAL PROJECTS FUND** from funds therein not heretofore appropriated to **Account No. 110-7320-51294 - Community Programs**, the total sum of Twenty-Eight Thousand Eight Hundred Seventy-Five Dollars (\$28,875.00) - it being understood that the City of Sylvania shall receive contributions from Sylvania Township, the Sylvania Area Joint Recreation District, the Coca-Cola Corporation and other area businesses to apply to the total contract price and when received will be credited to said Account.

SECTION 3. 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 4. 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 5. 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 contract should be authorized forthwith so as to assure the City of the Independence Day fireworks display scheduled for July 3, 2014. 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, _____, 2014 as an emergency measure.

President of Council

ATTEST:

Clerk of Council

APPROVED:

APPROVED AS TO FORM:

Mayor

Director of Law

Date

ZABELLI FIREWORKS MANUFACTURING CO.

THIS CONTRACT AND AGREEMENT (this "Contract") is made effective as of this 10th day of February 2014, by and between:

Zambelli Fireworks Manufacturing Co. of New Castle, Pennsylvania (hereinafter referred to as "Zambelli"),

-AND-

City of Sylvania of Sylvania, OH (hereinafter referred to as "Client").

WHEREAS, Zambelli is in the business of designing and performing exhibitions and displays of fireworks; and

WHEREAS, Client desires that Zambelli provide an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions hereof, and Zambelli desires to perform an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual agreements herein contained:

Zambelli, intending to be legally bound, agrees as follows:

1. Zambelli agrees to sell, furnish and deliver to Client a fireworks display [per the program submitted by Zambelli to Client, accepted by Client and made a part hereof] (hereinafter referred to as the "Display") to be exhibited on the display date set forth below (hereinafter referred to as the "Display Date"), or on the postponement date set forth below [if the Display is postponed as provided herein], (hereinafter referred to as the "Postponement Date") which Display Date and Postponement Date have been agreed upon at the time of signing this Contract.

Display Date: July 3, 2014

Postponement Date: July 4, 2014

2. Zambelli agrees to furnish the services of display technicians (hereinafter referred to as "Display Technicians") who are sufficiently trained to present the Display. Zambelli shall determine in its sole discretion the number of Display Technicians necessary to take charge of and safely present the Display.
3. Zambelli agrees to furnish insurance coverage in connection with the Display for bodily injury and property damage, including products liability, which insurance shall include Client as additional insured regarding claims made against Client for bodily injury or property damage arising from the operations of Zambelli in performing the Display provided for in this Contract. Such insurance afforded by Zambelli shall not include claims made against Client for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 6 and 7 below. Client shall indemnify and hold Zambelli harmless from all claims and suits made against Zambelli for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 6 and 7 below.

Client, intending to be legally bound, agrees as follows:

4. Client agrees to pay Zambelli the sum of **\$28,875.00** (hereinafter referred to as the "Purchase Price"), fifty percent (50%) of which is due upon signing this Contract and the balance of which is due at noon three (3) days prior to the Display Date. Zambelli reserves the right to add to Client's invoice an equitable transportation surcharge in the event of any material increase in transportation costs (including the cost of fuel and third party shipping costs) to Zambelli after the date of this Contract. In addition, Client agrees to pay a postponement fee of ~~fifteen percent (15%) of the Purchase Price plus Additional Third Party Charges (as defined in paragraph 11 below)~~ if the Display is fired on the Postponement Date, or twenty-five percent (25%) of the Purchase Price plus Additional Third Party Charges if the Display is fired on a date other than the Display Date or the Postponement Date ("Alternate Date"). The Alternate Date must occur within six months of the original Display Date at a time agreeable to both Zambelli and the Client. Generally, Alternate Dates will not include the period from June 28th through July 7th. Checks shall be made payable to Zambelli Fireworks Manufacturing Co., unless otherwise authorized in writing by Zambelli. NO CASH shall be paid to any agent or employee of Zambelli, unless otherwise authorized in writing by Zambelli. There shall be no refund of the Purchase Price due and payable under this paragraph 4, except as specifically provided in paragraph 11 below.
5. Client agrees to meet all deadlines outlined in the Design and Production Provisions, which has been provided to Client, including but not limited to the following:

(a) Client must select a suitable place for the Display, including a firing and debris zone reasonably acceptable to Zambelli (hereinafter referred to as the "Display Area") and submit such selection to Zambelli no later than sixty (60) days prior to the Display Date. The Display Area shall adhere to or exceed applicable National Fire Protection Association ("NFPA") standards including the Zambelli guideline that the Display Area have a radius of at least 100 feet per inch (or as mutually agreed to between Zambelli and Client) of the largest diameter pyrotechnic from the firing site in all directions to any parking area, spectators, inhabited buildings, public roads, or active railroad. Client shall submit a site map (attached hereto as Exhibit A) to Zambelli accurately representing the physical characteristics of the Display Area as pertains to NFPA and Zambelli guidelines. The content of the Display may be limited by the selection of the Display Area due to the requirement to provide sufficient safety zones.

(b) Client must secure and deliver to Zambelli no later than _____ or ____ days prior to the Display Date all permits necessary for the Display, including but not limited to police, local, state and United States Coast Guard ("USCG") permits, and arrange for any security bonds or insurance as required by law. Zambelli will assist Client when appropriate in completing permit applications.

[Alternate to (b) above when it is expressly required by regulations that Zambelli obtain the permits. "Zambelli will secure all permits necessary for the Display as required, including but not limited to police, local, state and United States Coast Guard ("USCG") permits, and arrange for any security bonds or insurance as required by law. Client will assist Zambelli when appropriate in completing permit applications."]

(c) If the Display is choreographed to music, the final selection of the music must be submitted to Zambelli by Client no later than ninety (90) days prior to the Display Date.

6. If, in its sole discretion, Client designates an area for members of the public to view the Display (hereinafter referred to as the "Spectator Area") or an area for vehicular parking (hereinafter referred to as the "Parking Area"), Client shall ensure that the Spectator Area does not infringe on the Display Area, have sole responsibility for ensuring that the terrain of the Spectator Area and any structures thereon, including but not limited to grandstands and bleachers are safe for use by spectators, have sole responsibility for ensuring that the Parking Area is safe for use, have sole responsibility to police, monitor and appropriately control spectator access to the Spectator Area and the Parking Area and police, monitor and appropriately control the behavior of persons in these areas. It is expressly agreed that Zambelli shall not inspect any area other than the Display Area, except to ensure that any Spectator or Parking Areas are outside the Display Area.
7. Prior to, during, and immediately following the Display, Client shall monitor the Display Area and will be solely responsible to keep all persons and property not authorized by Zambelli out of the Display Area and behind safety zone lines and limits.
8. Following the Display, Client shall be solely responsible for policing of the Display Area and for cleanup except as specifically provided in the sentence immediately following. Zambelli shall be responsible for the removal of unexploded fireworks and the cleanup of material debris, the removal of frames, sets and lumber from the Discharge Area, and the refilling of holes created by Zambelli or on behalf of Zambelli within the Discharge Area.
9. Client will include a direct reference to "Zambelli Fireworks" in all promotional material, including but not limited to event schedules; radio, television, newspaper and internet announcements; newspaper articles; and other media.

The parties, intending to be legally bound, mutually agree as follows:

10. It is agreed and understood by the parties hereto that should inclement weather prevent firing of the Display on the Display Date, as determined by the Authority Having Jurisdiction (as defined in paragraph 14 below) or as reasonably determined by Zambelli, then the program shall be postponed and fired on the Postponement Date. If there is no Postponement Date and the Display is not fired on the Display Date, or if inclement weather prevents firing of the Display on the Postponement Date, as determined by the Authority Having Jurisdiction or as reasonably determined by Zambelli, the Display will be cancelled and Client will pay to Zambelli, 50% of the Purchase Price, less any Deposit paid prior to the Display Date.
11. Client's cancellation of the Display will only be effective upon receipt by Zambelli of a written notice from an authorized person representing Client. In the event of cancellation of the Display, the parties agree as follows:
- (a) If Client cancels the Display more than sixty-one (61) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to ten percent (10%) of the Purchase Price plus Additional Third Party Charges, as defined below.

- (b) If Client cancels the Display from thirty-one (31) to sixty (60) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to twenty percent (20%) of the Purchase Price plus Additional Third Party Charges, as defined below.
- (c) If Client cancels the Display from five (5) to thirty (30) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to thirty percent (30%) of the Purchase Price plus Additional Third Party Charges, as defined below.
- (d) If Client cancels the Display less than five (5) days prior to the day of the Display, Client agrees to pay Zambelli a cancellation fee equal to fifty percent (50%) of the Purchase Price plus Additional Third Party Charges, as defined below.
- (e) "Additional Third Party Charges" shall mean all costs and expenses incurred by Zambelli and paid or payable to third parties in connection with the Display, including but not limited to security fees, permits and licensing fees and expenses, barge and tow expenses, and firewatch fees.
12. Zambelli reserves the exclusive right to make minor modifications and substitutions to the Display, provided that such changes are reasonable and necessary and do not materially, adversely affect price, time of delivery, functional character or performance of the Display.
13. It shall be within Zambelli's and/or the Authority Having Jurisdiction's discretion to terminate the firing of the Display if any unsafe or unsuitable condition is identified. If such condition is not corrected, Zambelli may cancel the Display without further liability to Client for such cancellation.
14. The parties agree to cooperate with the regulatory authorities having jurisdiction over the Display, including, but not limited to local fire and police departments, the Bureau of Alcohol, Tobacco, Firearms and Explosives, the Department of Transportation, the Department of Homeland Security, and the USCG (any such authority having jurisdiction over the Display is sometimes referred to herein as, the "Authority Having Jurisdiction"). The parties acknowledge that such governmental regulatory authorities having jurisdiction over the Display have the right to prohibit the Display until unsafe or unsuitable conditions are corrected.
15. This contract shall be deemed made in the Commonwealth of Pennsylvania and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, excluding its conflict of law rules. The parties agree and consent to the jurisdiction of the courts of the Commonwealth of Pennsylvania and the Federal District Court for the Western District of Pennsylvania to decide all disputes regarding this Contract.
16. If Client becomes bankrupt or insolvent, or if a petition in bankruptcy is filed by or against Client or if a receiver is appointed for Client, Zambelli may refuse to perform under this Contract and may terminate this Contract without prejudice to the rights of Zambelli. If Client's financial condition becomes unsatisfactory to Zambelli, Zambelli may require that Client deposit the balance of the Purchase Price in escrow or provide sufficient proof of its ability to pay the balance of the Purchase Price.
17. Except to the extent, if any, specifically provided to the contrary herein, in no event shall Zambelli be liable to Client for any indirect, special, consequential, incidental or punitive damages or lost profits, however caused and on any theory of liability (including negligence of any kind, strict liability or tort) arising in any way out of this contract, whether or not Zambelli has been advised of the possibility of damages.
18. If Client fails to pay the monies due under this Contract, Zambelli is entitled to recover the balance due plus interest at one and one-half percent (1 ½ %) per month on amounts past due sixty (60) days or more. Further, on balances outstanding one hundred twenty (120) days or more, Zambelli is entitled to recover the balance due, plus accrued interest, plus attorneys fees of ten percent (10%) of the amount past due, plus court costs, or, if less, the maximum amount permitted by law.
19. This Contract shall not be construed to create a partnership or joint venture between the parties or persons mentioned herein.
20. Each party hereunder shall be excused for the period of delay in the performance of any of its obligations hereunder and shall not be liable for failure to perform or considered in default hereunder, when prevented from so performing by a cause or causes beyond its reasonable control, including but not limited to fire, storm, earthquake, flood, drought, accident, explosion, operation malfunction, or interruption, strikes, lockouts, labor disputes, riots, war (whether or not declared or whether or not the United States is a member), Federal, state, municipal or other governmental legal restriction or limitation or compliance therewith, failure or delay of transportation, shortage of, or inability to obtain materials, supplies, equipment, fuel, power, labor or other operational necessity, interruption

or curtailment of power supply, or act of God, nature or public enemy.

21. This Contract constitutes the sole and entire understanding of the parties with respect to the matters contemplated hereby and supersedes and renders null and void all prior negotiations, representations, agreements and understandings (oral and written) between the parties with respect to such matters. No change or amendment may be made to this Contract except by an instrument in writing signed by each of the parties.

22. Notices, consents, requests or other communications required or permitted to be given by either party pursuant to this Contract shall be given in writing by first class mail, postage prepaid addressed as follows: if to Zambelli, to the address set forth below; if to Client, to City of Sylvania, c/o Michael Brown, 5749 Little Farms Ct. Sylvania, OH 43560

23. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument. The exchange of copies of this Contract and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Contract as to the parties and may be used in lieu of the original Contract for all purposes. This Contract and all the rights and powers granted by this Contract shall bind and inure to the benefit of the parties and their respective successors and assigns.

24.

IN WITNESS WHEREOF, we set our hands and seals to the agreement in duplicate the day and year first above written.

FOR Client:

FOR: Zambelli Fireworks Manufacturing Co.

BY

Mayor

date

BY

date

Please sign contract where indicated for Client and return all copies for final acceptance to:

Zambelli Fireworks Manufacturing Co.

PO Box 1463

New Castle, PA 16103

724-658-6611

800-245-0397

FAX 724-658-8318

BY

Finance Director

Date

Zambelli Fireworks Mfg. Co.
 PO Box 1463
 New Castle, PA 16103
www.zambellifireworks.com

724-658-6611

(Fax) 724-658-8318

Communication Sheet

Communications Sheet must be completed in its entirety each year. *Our insurance carrier requires a newly completed form each year.* A Zambelli representative will use this sheet to contact you.

Customer Information		Show Information	
Customer Name	_____	Show Date	_____
Address	_____	Rain Date	_____
City, State, Zip	_____	Time of Show	_____
		Duration of Show	_____
Firing Site Location		Storage Site Location	
Description	_____	Description	_____
Site contact Name	_____	Site Contact Name	_____
Phone Number	_____	Phone Number	_____
Address	_____	Address	_____
City, State, Zip	_____	City, State, Zip	_____
Contact Person		Alternate Contact #1	
Name	_____	Name	_____
Address	_____	Address	_____
City, State, Zip	_____	City, State, Zip	_____
Home Phone Number	_____	Home Phone Number	_____
Fax Number	_____	Fax Number	_____
Office Number	_____	Office Number	_____
Cell Number	_____	Cell Number	_____
E-Mail	_____	E-Mail	_____
Alternate Contact #2		Day of Show Contact	
Name	_____	Name	_____
Address	_____	Address	_____
City, State, Zip	_____	City, State, Zip	_____
Home Phone Number	_____	Home Phone Number	_____
Fax Number	_____	Fax Number	_____
Office Number	_____	Office Number	_____
Cell Number	_____	Cell Number	_____
E-Mail	_____	E-Mail	_____

Suggested Routing from New Castle:

Zambelli Fireworks Mfg. Co.

PO Box 1463

New Castle, PA 16103

www.zambellifireworks.com

724-658-6611

(Fax) 724-658-8318

Required Insurance Requisition Form

Customer Name _____

Address _____

City _____ State _____ Zip _____

Display Date _____ Display Duration _____

Location of Display _____

City _____ State _____ Zip _____

Name all Additional Insured

Name & Address of Display Site Property Owner

Certificate to be issued

to:

Address _____

City _____ State _____ Zip _____

Title _____ Phone _____

*** This form must be returned with your signed contract in order for the insurance certificate to be processed. Our insurance company requires that we have this form in addition to the signed contract prior to the certificate being issued.**

REQUIRED DIAGRAM AND FIRING SITE INFORMATION

*Our goal is to provide you with the **BEST** possible display for your event dollar, under the safest conditions.*

It is a requirement of our Insurance Carrier and the authority having jurisdiction that a SCALE firing site diagram or aerial photograph be provided showing accurate distances in **ALL DIRECTIONS** to buildings, spectators, parking and bulk storage facilities, as well as roadways and highways that will remain open during the fireworks presentation. The scale firing site diagram or aerial photograph must clearly indicate the safety zone lines and limits that have been established for this program. An approved SCALE firing site diagram could be kept on file for future reference! Insurance Certificates will not be processed unless an approved firing site diagram or aerial photograph has been submitted.

Please use the following checklist to assist you in submitting your map or diagram. If an item is not applicable to your situation, please insert N/A.

Distances from the firing site to the following:

- 1) Spectators/Audience/Viewing Area _____ Feet
- 2) Parking Areas _____ Feet
- 3) Occupied Buildings: (Residents) _____ Feet
- 4) Public Buildings: (Schools, Churches, Hospitals
Correctional Facilities, Etc.) _____ Feet
- 5) Fuel Pumps/Storage, Explosive/Toxic Material Storage
(Gasoline Stations, Refineries, Etc.) _____ Feet
- 6) Temporary Event Set-ups: (Tents, Carnival Rides,
Concession Stands, Etc.) _____ Feet
- 7) Highways, Roads, Streets, Etc. _____ Feet
- 8) Overhead Obstructions: (Power Lines, Lighting, Etc.) _____ Feet
- 9) Active Railroads _____ Feet
- 10) Operating airports _____ Nautical Miles

Firing Site Location Coordinates

Firing Site Location Latitude: _____ (North)

Firing Site Location Longitude: _____ (West)

Signature

Title

Date

SAFE SHOWS ARE A RESULT OF PROPER PLANNING!

ORDINANCE NO. 10 -2014

AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF SYLVANIA, AS LESSOR, AND MIKE BUCK, INDIVIDUALLY AND d/b/a MIKE BUCK STATE FARM, AS LESSEE, OF A PORTION OF 6465 MONROE STREET, SYLVANIA, OHIO, FOR THE PURPOSE OF OPERATING AN INSURANCE OFFICE, DETERMINING SAID CITY OWNED PROPERTY NOT TO BE NEEDED FOR MUNICIPAL PURPOSES DURING THE TIME OF PROPOSED LEASE; AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO SIGN SUCH A LEASE ON BEHALF OF THE CITY OF SYLVANIA; AND DECLARING AN EMERGENCY.

WHEREAS, Ordinance No. 111-2009, passed October 19, 2009, authorized the Mayor and Director of Finance to enter into an Offer to Purchase the property located at 6465, 6461 and 6457 Monroe Street, Sylvania, Ohio; and,

WHEREAS, the Lease for a portion of the building located at 6465 Monroe Street expired and the tenant vacated the premises; and,

WHEREAS, the City and Mike Buck, individually and d/b/a Mike Buck State Farm have proposed to lease approximately 1,800 square feet of the building located at 6465 Monroe Street for fourteen (14) months with rental according to the following schedule:

May 15, 2014 – April 14, 2015: Lessee shall pay as rent the sum of Eighteen Thousand Dollars (\$18,000.00) in equal monthly installments of One Thousand Five Hundred Dollars (\$1,500.00) per month, commencing on the 15th day of May, 2014.

a copy of said Lease Agreement is attached hereto as “Exhibit A.”

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

SECTION 1. That the City of Sylvania owns the building located at 6465 Monroe Street, including the approximately 1,800 square feet, in Sylvania, Ohio, which is hereby determined not to be needed for municipal purposes for a period of fourteen (14) months so as long as the activities conducted on said premises are compatible with the stated purpose of the Lease.

SECTION 2. That, the municipal property described in Section 1 hereof is hereby authorized to be leased by the City of Sylvania as Lessor, to Mike Buck, individually and d/b/a Mike Buck State Farm, as Lessee, or to such other Lessee for the term of fourteen (14) months.

SECTION 3. That rent for the property shall include the following schedule May 15, 2014 – April 14, 2015: Lessee shall pay as rent the sum of Eighteen Thousand Dollars (\$18,000.00) in equal monthly installments of One Thousand Five Hundred Dollars (\$1,500.00) per month, commencing on the 15th day of May, 2014.

SECTION 4. That the Mayor and Director of Finance of this City be, and they hereby are, authorized and directed to accept the terms of the lease agreement on behalf of the City of Sylvania, Ohio, as Lessor, as authorized in Section 2 hereof for the property described in Section 1 hereof.

SECTION 5. 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 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 hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare of the City of Sylvania and for the further reason that the lease for the premises should be entered into 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 the Charter.

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

Passed, _____, 2014, as an emergency measure.

ATTEST: _____
President of Council

Clerk of Council

APPROVED: _____ APPROVED AS TO FORM:

Mayor

Director of Law

Date

BUSINESS PROPERTY LEASE

THIS AGREEMENT is made at Sylvania, Ohio, this ___ day of _____, 2014, by and between the City of Sylvania, an Ohio municipality (hereinafter "Lessor") and Mike Buck individually and d/b/a Mike Buck State Farm (hereinafter "Lessee").

In consideration of the promises set forth herein, and for and on behalf of their heirs, successors, Administrators, Executors and Assigns the parties agree that:

The Lessor hereby leases to the Lessee the following described premises located in the City of Sylvania, County of Lucas, and State of Ohio:

Approximately 1,800 square feet of space located at 6455 Monroe Street; Sylvania, Ohio.

1. TERM: This lease shall be for the term of 14 months. Commencing on the 1st day of March, 2014 and terminating on the 30th day of April, 2015.

2. RENT: Lessee shall pay as rent the total sum of Eighteen Thousand Dollars (\$18,000.00) according to the schedule set forth below:

May 15, 2014 – April 14, 2015: Eighteen Thousand Dollars (\$18,000.00) payable in equal monthly installments of One Thousand Five Hundred Dollars (\$1,500.00) per month;

If rent is not paid by the 20th day of the month, a \$50 late charge will be assessed.

3. CONDITION OF PREMISES: Lessee does hereby accept the premises in the condition they may be in at the commencement of the lease. Subject to all defects therein, whether concealed or otherwise, except hidden defects known to Lessor and unknown to Lessee which would not be discoverable through a reasonable inspection by Lessee and to release and forever discharge Lessor from any all damages of every kind and nature arising hereunder. Lessee shall further indemnify and hold lessor from any and all damages of every kind and nature arising hereunder. Lessee shall further indemnify and hold Lessor and the premises (and improvements thereon) harmless from all liens and all liabilities in any way arising out of the use or condition of the premises and the improvements thereon by the Lessee. Notwithstanding the foregoing, Lessor agrees to complete all modifications and improvements to premises previously agreed to between the parties.

4. SECURITY DEPOSIT. Lessee shall deposit the additional sum of \$1,500.00 as security for Lessee's obligations under the term of this lease. Deposit will be refunded at the expiration of the term of the Lease.

5. USE OF PREMISES: The leased premises are to be used for general office use including, but not limited to, sales and services related to financial and insurance products and for no other purpose. As long as Lessee is operating an insurance office at 6455 Monroe Street, Lessor will not Lease to another insurance business in Lessee's building or in the Maplewood Marketplace, which is currently owned by the City of Sylvania. In the event the Maplewood Marketplace is sold, the City will have no control over the tenants in that building.

6. RESPONSIBILITIES OF LESSOR:

- a) Maintain and keep in proper repair any common areas not exclusively under the control of Lessee.
- b) Keep parking lot free and clear of snow, ice and other obstructions to travel.
- c) Lessor shall be responsible for maintenance of the roof, building exterior, and

heating and lighting fixtures permanent to the premises.

7. RESPONSIBILITIES OF THE LESSEE:

- a) Not attach, paint or inscribe any signs or structures on the roof or exterior walls of the building without written consent of Lessor. Exterior sign must be approved in advance.
- b) Permit Lessor or agents of Lessor at reasonable times to examine the condition of premises and make such repairs or improvements necessary for the safety and preservation of the premises, or to exhibit the premises to prospective purchasers or tenants.
- c) Maintain adequate insurance for public liability and inventory inside the premises, on which Lessor shall be named as an additional insured.
- d) Not assign or transfer this lease without prior written approval of lessor, which approval will not be unreasonably withheld or delayed.
- e) Hold Lessor harmless from any and all claims and demands by any person arising from the failure of Lessee to perform any obligation hereof.
- f) Repair all damage caused by negligence of Lessee, its invitee or employees to the leased premises.
- g) Surrender the premises at the end of the lease term in as good condition as the premises are, reasonable wear and tear, and unavoidable casualty excepted.

8. FIXTURES AND INTERIOR ALTERATIONS: Lessee shall make no changes in the construction of the building or any substantial alteration to the building interior without the written consent of the Lessor. All improvements installed by Lessee, except for portable partitions and trade fixtures shall be deemed permanent fixtures and the property of Lessor, unless otherwise agreed in writing by the parties.

9. UTILITY AND OTHER OPERATING EXPENSES:

Lessee shall pay electrical, gas and water charges.

Lessee shall pay heat charges.

Lessor shall pay real estate taxes and assessments.

Lessor shall pay outside building liability insurance.

Lessee shall pay building contents insurance coverage and carry and pay for public liability inside premises insurance on which lessor shall be named as additional insured.

10. DAMAGE TO PREMISES DURING LEASE TERM: In case the premises hereby leased shall be partially damaged by fire, but not rendered untenable, the same shall be repaired with all proper speed at the expense of the Lessor. If the damage shall be so extensive that said premises are rendered unfit for occupancy by Lessee and if said damage can be repaired within a period of 60 days from the occurrence of said damage, then this lease shall continue in force, and it is expressly agreed between Lessor and Lessee if Lessor shall elect to repair the premises then the rent shall cease from the time of the occurrence and shall be again payable from the date when such repairs are completed. If the damage cannot be repaired within 120 days, then this lease may be canceled by either party.

11. INSURANCE: Lessee shall maintain liability insurance in the minimum amount of \$ 1,000,000 per person and \$ 1,000,000 per accident. Lessor shall maintain fire and building insurance in the minimum amount of \$1,000,000. Said coverage shall be reviewed annually and if increased coverage is required Lessee, shall be responsible for payment of any increase in the cost thereof. Lessee shall not do or permit anything to be done in said premises, or bring or keep anything therein which will in any way increase the rate of fire insurance on said building; or obstruct or interfere with the rights of other tenants, or which conflict with the laws relating to fires, or with the regulations of the Fire Department or with any insurance policy upon said

building or any part thereof, or conflict with any of the rules and ordinances of the Board of Health or Building Inspection Department or which would in any other way be considered illegal. In the event that any use by Lessee conflicts with any insurance policy upon the building or in any part thereof, or increases the rate of fire insurance, lessee shall pay to Lessor the amount of any increased insurance premiums, if Lessor is responsible for payment of said premiums.

12. REMEDIES IN EVENT OF DEFAULT BY LESSEE: If the rent, or any part thereof, shall at any time be in arrears and unpaid, or the Lessee shall fail to keep and observe any of the conditions of this lease, or if Lessee shall declare bankruptcy, it shall be lawful for Lessor to cease this lease and re-let the premises. Lessee's liability will only be for any unpaid rent prior to the date of default. Entry by the Lessor shall terminate the lease and Lessee will not be responsible for any further rent or damages after the date of entry.

13. WAIVER OF SUBROGATION: Lessor agrees to cause each insurance policy carried by Lessor insuring the demised premises against loss by fire or other causes covered by the standard extended coverage endorsement, to be written in a manner so as to provide that the insurance company waives all right of recovery by way of subrogation against Lessee for any loss or damage caused by fire or any of the risks enumerated in the standard extended covered by any such policy. Lessee shall not be liable to the Lessor or any other party for any loss or damage caused by fire or any of the risks enumerated in the standard extended coverage endorsement. Lessee agrees to cause each insurance policy carried by Lessee insuring Lessee's property against loss by fire or causes covered by the standard extended coverage endorsement, to be written in a manner so as to provide that the insurance company waives all right of recovery by way of subrogation against Lessor for any loss or damage covered by such policy. Lessor shall not be liable to the Lessee or any other party for any loss or damage caused by fire or any of the risks enumerated in the standard extended coverage endorsement.

14. SPECIAL TERMINATION OPTION (DEATH OR PERMANENT DISABILITY): In the event of death or permanent disability (hereinafter defined) of Mike Buck, and if, as a result of such death or permanent disability, Lessee "discontinues the operation of its business," then Lessee, Lessee's representative, or Lessee's estate as the case may be shall have the option (the "Special Termination Option") to terminate this Lease, subject to and in accordance with the following terms and conditions:

- a. **Lessee Must Give Notice.** If Lessee elects to exercise the Special Termination Option, Lessee, its authorized representative or Lessee's estate, shall give Lessor written notice ("Lessee Notice") of such election not later than thirty (30) days after the date on which Lessee discontinues the operation of its business;
- b. **Lessee Sets a Termination Date.** Lessee must vacate the Premises and deliver possession thereof to Lessor on or before the date (the "Termination Date") set forth in Lessee's Notice (or, if such date falls on any day other than the last day of a month, the Termination Date shall be the last day of the month during which such date falls), which Termination Date shall not be less than one hundred and twenty (120) days after the date that Lessor receives Lessee's Notice; and
- c. **No Default.** Lessee must not be in default under this Lease either on the date that Lessee exercises the Special Termination Option or, unless waived in writing by Lessor, on the Termination Date.

If Lessee properly and timely exercises the Special Termination Option, this Lease shall be terminated effective as of the Termination Date, and all Base Rent, Additional Rent and other charges payable under this Lease shall be paid through and apportioned as of the Termination Date. Neither Lessor nor Lessee shall have any rights, estates, liabilities, or obligations accruing under this Lease after the Termination Date, except such rights and obligations which, by the provisions of this Lease, expressly survive the expiration or termination of the Term of this Lease.

The Special Termination Option shall automatically terminate and become null and void upon the earliest to occur of the 1) the termination of Lessee's right to possession of the Premises; 2) the assignment of this Lease by Lessee, in whole or in part; 3) the sublease by Lessee of all or any part of the Premises; or 4) the failure of Lessee to timely or properly exercise the Special Termination Option.

For purposes of this provision:

- A. **Permanent Disability.** The term "permanent disability" shall mean the physical or mental inability of Mike Buck to perform his normal business functions as a result of an illness or injury which inability is reasonably anticipated to continue throughout the remainder of the Term.

Permanent disability must be proven by Lessee, or its authorized representative, to the reasonable satisfaction of Lessor, by delivery to Lessor of affidavits from at least one licensed independent medical doctor practicing in the area of specialty which enables such doctor to properly diagnose the condition causing the permanent disability. Death must be proven by verification to Lessor's reasonable satisfaction.

- B. **Discontinuance of Business.** Lessee shall be deemed to "discontinue the operation of its business" only if it completely ceases operations and does not continue operations in a reorganized firm or through any of its affiliates."

All notices and payments shall be made to Lessor at the following address:

Toby Schroyer, Director of Finance
City of Sylvania
6730 Monroe St.
Sylvania, OH 43560

and with a copy to:

Leslie B. Brinning, Director of Law
City of Sylvania
6730 Monroe St.
Sylvania, OH 43560

All notices to Lessee shall be addressed as follows:

Mike Buck
6455 Monroe St.
Sylvania, OH 43560

15. THIS LEASE IS EXPRESSLY CONTINGENT UPON FORMAL APPROVAL BY SYLVANIA CITY COUNCIL ON OR BEFORE MARCH 3, 2014. FAILURE TO OBTAIN SAID APPROVAL BY MARCH 3, 2014 RENDERS THIS AGREEMENT VOID.

Witness as to City:

CITY OF SYLVANIA (Lessor)

By: _____
Craig A. Stough, Mayor

By: _____
Toby Schroyer, Director of Finance

STATE OF OHIO)
) ss:
COUNTY OF LUCAS)

Before me appeared Craig A. Stough, Mayor and Toby Schroyer, Director of Finance on behalf of the City of Sylvania, a Municipal Corporation, Lessor, who acknowledged that the execution of this lease was their free act and deed, and the free act and deed of said Municipal Corporation this _____ day of _____, 2014

Notary Public

Witnesses as to Lessee:

Mike Buck, Individually and d/b/a State Farm Insurance

STATE OF OHIO)
) ss:
COUNTY OF LUCAS)

Before me appeared Mike Buck, Individually and d/b/a State Farm Insurance, lessees in the above lease who acknowledged that the execution of this lease was his free act and deed this _____ day of _____, 2014.

Notary Public

THIS LEASE IS THE ENTIRE AGREEMENT BETWEEN THE PARTIES.

This instrument was prepared by:
Leslie B. Brinning, Director of Law
City of Sylvania
4930 Holland-Sylvania Road
Sylvania, Ohio 43560

9a1.

ORDINANCE NO. 6 -2014

AMENDING CHAPTER 951 – STREET, PARK AND OTHER TREES OF THE SYLVANIA CODIFIED ORDINANCES, 1979, AS AMENDED; AND DECLARING AN EMERGENCY.

WHEREAS, the Director of Public Service has recommended that Chapter 951 be amended as set forth on the attached “Exhibit A.”

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

SECTION 1. That Chapter 951 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, _____, 2014, as an emergency measure.

ATTEST:

President of Council
APPROVED AS TO FORM:

Clerk of Council
APPROVED:

Director of Law

Mayor

Date

CHAPTER 951
Street, Park and Other Trees

951.01	Definitions.	951.10	Pruning; corner clearance. [Repealed]
951.02	Duties and responsibilities.	951.11	Removal of stumps. [Repealed]
951.03	Street tree species permitted to be planted.	951.12	Interference with City Parks and Forestry Division.
951.04	Spacing.	951.13	Removal of trees in public right of way.
951.05	Distance from curb and sidewalk.	951.14	Procedure for residents to request the City to remove trees from residential
951.06	Distance from street corners and fire hydrants.	951.99	Penalty.
951.07	Utilities.		
951.08	Public Tree Care.		
951.09	Tree topping. [Repealed]		

* * *

951.02 DUTIES AND RESPONSIBILITIES.

It shall be the responsibility of the Division of Parks and Forestry ("Forestry Division") to investigate, study, develop and plan for the care, preservation, pruning, planting, replanting, removal and disposition of street trees and park trees annually, to present same to the Mayor, which the Mayor shall transmit to Council with his recommendation. The Forestry Division under the direction of the Mayor shall be responsible for the implementation and administration of all such plans.

The Forestry Division when requested by Council, shall research, investigate, make findings, report to and recommend upon any special matter or question coming within the scope of its work.

(Ord. _____-2014. Passed _____-2014.)

951.03 STREET TREE SPECIES PERMITTED TO BE PLANTED.

The Forestry Division shall be contacted prior to planting any tree in the public right-of-way for approval that the tree is appropriate for the site.

(Ord. _____-2014. Passed _____-2014.)

951.04 SPACING.

Street trees shall not be planted closer together than fifty feet, except special plantings designed by a landscape architect and approved by the Forestry Division.

(Ord. _____-2014. Passed _____-2014.)

* * *

951.07 UTILITIES.

Prior to planting street trees, the Water Division and the Sewer Division shall, upon request of the Forestry Division, check to be sure that there are no turn-off valves or shallow pipes that will be interfered with or obstructed by such planting.

(Ord. _____-2014. Passed _____-2014.)

951.08 PUBLIC TREE CARE.

The City shall have the right to plant, prune, maintain and remove trees, plants and shrubs within the lines of all streets, alleys, avenues, lanes, squares and public grounds, as may be necessary to insure public safety or to preserve or enhance the symmetry and beauty of such public grounds.

The Forestry Division may remove for cause or order to be removed any tree or part thereof which is in an unsafe condition or which by reason of its nature is injurious to sewers, electric power lines, gas lines, water lines or other public improvements or is affected with any injurious fungus, insect or pest. The planting of street trees by adjacent property owners is not prohibited providing the size, species, location and planting of such trees is in accordance with this chapter. (Ord. _____-2014. Passed _____-2014.)

951.09 TREE TOPPING.

[REPEALED.]

(Ord. _____-2014. Passed _____-2014.)

951.10 PRUNING; CORNER CLEARANCE.

Every owner of any tree overhanging any street or right of way within the City shall prune the branches so that such branches shall not obstruct the light from any lamp or obstruct the view of any street intersection and so that there shall be a clear space of eight feet above the surface of the sidewalk and of thirteen feet above the surface of the street. Such owners shall remove all dead, diseased or dangerous trees, or broken or decayed limbs which constitute a menace to the safety of the public. The City shall have the right to prune any tree or shrub on private property when it interferes with the proper spread of light along the street from a street light, with the visibility of any traffic control device or sign or with the field of vision along a street or right of way a distance of sixty-six feet measured from the point of the nearest intersecting curb or curblines or edges of the improved portion of the street surface when there are no curbs or curblines. (Ord. _____-2014. Passed _____-2014.)

951.11 REMOVAL OF STUMPS.

[REPEALED.]

(Ord. _____-2014. Passed _____-2014.)

951.12 INTERFERENCE WITH CITY PARKS AND FORESTRY DIVISION.

No person shall prevent, delay or interfere with the Forestry Division, or any of its agents while they are engaging in and about the planting, cultivating, mulching, pruning, spraying or removing of any street trees, park trees or other trees on private grounds, as authorized in this chapter. (Ord. _____-2014. Passed _____-2014.)

951.13 REMOVAL OF TREES IN PUBLIC RIGHT OF WAY.

(a) No tree which is located in the public right of way shall be removed by an adjoining resident without prior written authorization of the Forestry Division.

(b) A request for authorization by an adjoining resident to remove a tree which is located in the public right of way shall be made in writing to the Forestry Division. Upon receipt of such a request, the Forestry Division shall conduct an inspection of the tree to be removed and upon completion thereof shall approve or deny the request.

(c) No request for authorization to remove a tree which is located in the public right of way shall be considered for approval by the Forestry Division unless:

A

City of Sylvania
Bank Reconciliation
January 2014

CHECKBOOK BALANCE

Ending balance for Dec 2013 \$ 20,418,967.26

Add: Monthly Receipts 2,876,619.02

Subtotal \$ 23,295,586.28

Less: Monthly Disbursements 3,270,753.76

Ending balance for Jan 2014 \$ 20,024,832.52

Less:

Certificates of Deposit \$ (2,000,000.00)

Star Ohio (76,951.70)

Petty Cash (1) (2,050.00)

Cemetery Savings (1,062.86)

Toledo Community Fund (29,236.45)

PNC MoneyMarket (1,027,716.59)

Key Bank Securities (1,007,869.12)

5/3rd Securities (8,672,396.43)

SJS Account (4,724,738.40)

Sylvania Township Bonds (625,000.00)

\$ 1,857,810.97

Less:

(1)

Division of Public Service \$ 150.00

Department of Finance 100.00

Division of Water 600.00

Division of Police 200.00

Municipal Court 700.00

Division of Taxation 150.00

Division of Forestry 150.00

Petty Cash Balance \$ 2,050.00

BANK BALANCE

EOM 5/3rd Bank Balance \$ 2,010,484.36

Dep in Transit - Income Tax 2,936.39

Subtotal \$ 2,013,420.75

Less: Outstanding Checks (2) 155,609.78

Adjusted Bank Balance \$ 1,857,810.97

(2)

Dec Outstanding Checks \$ 75,122.03

Checks written this month 748,789.58

Subtotal \$ 823,911.61

Checks Cleared (668,301.83)

Jan Outstanding Checks \$ 155,609.78



Toby Schroyer
Director of Finance, City of Sylvania

Sylvania Municipal Planning Commission

B

Minutes of the regular meeting of February 12, 2014. Mr. Lindsley called the meeting to order.

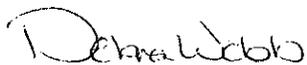
Members present: Mayor Craig Stough, Brian McCann, Ken Marciniak, Mark Frye and Thomas Lindsley, (5) present. Mr. Kevin Aller present.

Mr. McCann moved, Mr. Marciniak seconded to approve the Minutes of the January 15, 2014, meeting as submitted. Vote being: Stough, Frye, McCann, Marciniak and Lindsley (5) aye; (0) nay. Motion passed by a 5 to 0 vote.

Item 3 Council Referral - ZA-1-2014 requested by Ten Mile Development for Parcel# 82-04538 located at 4840 Harroun Road Sylvania, Ohio 43560, to change the Zoning from R-1 Single-Family Residential Large Lot District to B-1-B Modified Business and Office District. Jamie Moan of 10 Mile Development present. Mr. Moan explained that they are requesting the zoning amendment of the parcel to allow them to develop the property with both business and residential spaces. He stated that the existing building would contain both residential and business space and they intent to build 4 new residential cottage units toward the rear of the property that would be rental properties. Mr. Marciniak commented that he thought that having 6 structures on the property that is only .95 of an acre is "way overkill" and that this is like putting "5lbs in a 2lb bag". Mr. Marciniak asked Mr. Aller if having 6 structures on the property is within the zoning code. Mr. Aller stated that yes the building area shown on the plans is within the zoning code if it were a planned development and that if it were a planned development it could have a mixed use such as this and that it still has to meet the maximum building area and that this would meet that maximum building area. Mayor Stough asked if this would have to be a planned development. Mr. Aller responded that yes it would have to be a planned development. Mayor Stough asked if the action today was to grant the zoning change or to grant the planned development. Mr. Aller responded that the zoning change would be a B-1-B Planned Development and that they would have to come back for site plan approval. Mayor Stough as if the drawing would then become fixed. Mr. Aller responded that if once they got the layout complete and that if the side yard setback ended up being 16ft or 14ft, that it would not require a resubmittal but the general layout would have to be what it is. Mr. McCann asked if the cottage units would be separated and Mr. Moan said that they would fall within the lot. Mayor Stough asked if they would share a common wall. Mr. Moan stated that at this point the plan is to not share a common wall. Mr. Aller stated that's okay and that they are just showing the lot and that this is just a snapshot of how things are going to be laid out. After further discussion, including consideration of the surrounding properties, Mr. McCann moved, Mayor Stough seconded to recommend that they approve the plan as submitted. Vote being: Stough, Frye, McCann and Lindsley (4) aye; Marciniak (1) nay. Motion passed by a 4 to 1 vote.

Mr. Marciniak moved, Mr. McCann seconded to adjourn the meeting. All present voted aye. Meeting adjourned.

Submitted by,



Debra Webb, Secretary
Municipal Planning Commission

Board of Architectural Review

C

Minutes of the regular meeting of February 12, 2014. Mr. Lindsley called the meeting to order.

Mayor Stough welcomed Mr. Frye into public service at the Board of Architectural Review and Planning Commission Meetings.

Members present: Mayor Craig Stough, Brian McCann, Ken Marciniak, Mark Frye and Thomas Lindsley, (5) present. Mr. Kevin Aller present.

Mr. Marciniak moved, Mr. McCann seconded to approve the Minutes of the January 15, 2014, meeting as submitted. Vote being: (5) aye; (0) nay. Motion passed by a 5 to 0 vote.

Item 3 – Regulated Sign – app. no. 1-2014 requested by Mark Lair for Ka Bloom Flowers & Gifts LLC, 6625 Maplewood Avenue Sylvania, Ohio 43560. Mr. Mark Lair of Ka Bloom Flowers and Gifts present. Application is for a 4 sq. ft. projecting sign in the downtown district. Mr. Lair stated that the dimensions of the sign have changed from 2ft x 2ft to 22” x 30”. Sign is within the limits of the Sylvania Sign Code. Mayor Stough stated that this is exactly the kind of sign they encourage in the downtown area. Mayor Stough **moved, Mr Marciniak seconded**, to approve the sign. Vote being: Stough, Marciniak, Frye, McCann and Lindsley (5) aye; (0) nay. Motion passed by a 5 to 0 vote. Certificate of Appropriateness granted.

Item 4 – Regulated Sign – app. no. 2-2014 requested by National Illumination for Taco Bell, 5844 Alexis Road Sylvania, Ohio 43560. Application is for a face change of one of the existing panels. Sign is within the limits of the Sylvania Sign Code. Mr. Marciniak moved, Mr. McCann seconded, to approve the sign shown in the drawing submitted with the application. Vote being: Frye, McCann, Marciniak, Stough and Lindsley (5) aye; (0) nay. Motion passed by a 5 to 0 vote. Certificate of Appropriateness granted.

Item 5 – Regulated Sign– app. no. 4-2014 requested by Leds and Signs Unlimited for Toledo Coin Exchange, 5590 Monroe Street Sylvania, Ohio 43560. Debra Bell and Lisa Brown of Leds & Signs Unlimited present. Applicant is proposing replacing an existing changeable copy sign to an LED sign. The sign meets the requirements of the sign code. Mr. Aller stated that he would recommend approval subject to the following conditions.

1. Sign should be limited to not more than 3 lines with not more than 20 characters per line.
2. No more than 2 displays should be used within any message cycle.
3. No more than 2 messages shall be displayed in any given day.
4. No animation, fading, exploding, dissolving or moving messages are to be used.

Mr. Aller further stated that these conditions are based on the Ohio Manual of Uniform Traffic Control. Discussion and clarification of the conditions were had amongst the members, the applicants and Mr. Aller. Both Ms. Bell and Ms. Brown stated that they understood the conditions and that the conditions were acceptable to them. Mr. Marciniak moved, Mr. McCann seconded, to approve the sign request with the noted 4 items that Mr. Aller has read into the minutes. Vote being: Frye, McCann, Marciniak, Stough and Lindsley (5) aye; (0) nay. Motion passed by a 5 to 0 vote. Certificate of Appropriateness granted.

Item 7 – Unregulated District Building Review – app. no. 3-2014 requested by JMS Realty Services for Associated Eye Care, 5656 Monroe Street Sylvania, Ohio 43560. Mr. Bruce

Board of Architectural Review

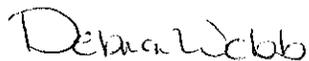
Page 2

Kearns of JMS Realty Services and John Sperry of Thomas DuBose & Associates present. Mr. Kearns explained that he will be taking about half of the building down and will be keeping 2 of the existing walls shown on the submitted plans. Mr. Kearns and Mr. Sperry both stated that the front of the building would be covered in a brick veneer. Mayor Stough moved, Mr. Marciniak seconded, to approve the building based on the use of masonry or brick on the front of the building as shown on the renderings. Vote being: Frye, McCann, Marciniak, Stough and Lindsley (5) aye; (0) nay. Motion passed by a 5 to 0 vote. Recommendation of Appropriateness granted.

Item 6 – Regulated Sign– app. no. 5 - 2014 requested by Nabil’s Same Day Sign for Executive on the Main, 5629 Main Street Sylvania, Ohio 43560. Mr. Hassan of Executive on the Main and Mr. Nabil of Nabil’s Same Day Sign present. Proposed sign is within requirements of the sign code. Mayor Stough stated that the Downtown Design Code discourages neon signs; however there is an existing sign in the downtown area. He further stated that this sign has a somewhat old and quaint appearance in design and that it “kind of fits”. The members questioned the applicant about the green sign back shown on the picture and Mr. Hassan stated that the green box shown behind the proposed sign on the picture submitted is the back of the sign put up by the previous tenant and that it would be removed. Mr. McCann moved, Mr. Marciniak seconded to approve the sign as submitted. Vote being: McCann, Marciniak, Stough, Frye, and Lindsley (5) aye; (0) nay. Motion passed by a 5 to 0 vote. Certificate of Appropriateness granted.

Mr. McCann moved, Mr. Marciniak seconded to adjourn the meeting. All present voted aye. Meeting adjourned.

Submitted by,



Debra Webb, Secretary
Municipal Planning Commission



City Of Sylvania

D

DIVISION OF POLICE
WILLIAM H. RHODUS, CHIEF

February 18, 2014

To: The Mayor and Members of the City Council

Re: 2013 Law Enforcement Trust Fund Report
2013 Drug Law Enforcement Fund Report
2013 Federal Equitable Sharing Fund
2013 Property Seized/Forfeited Report

Pursuant to Section 2933.43 of the Ohio Revised Code I am submitting this report verifying that the property and revenue received and expended complies with Ohio Revised Code Section 2923.43, division policy, and resolutions 11-90 and 12-90.

Law Enforcement Trust Fund - Resolution 11-90 (account - 225)

<u>Revenue</u>	<u>Expenditures</u>	<u>2013 Ending Balance</u>
\$24,775.76 balance from 2012	\$-0- training	\$32,860.46
\$10,251.49 property/cash seizures	\$1,646.79 equipment	
\$-0- other miscellaneous	\$-0- investigations	
	\$ 520.00 other miscellaneous	

Drug Law Enforcement Fund - Resolution 12-90 (account - 226)

<u>Revenue</u>	<u>Expenditures</u>	<u>2013 Ending Balance</u>
\$17,023.43 balance from 2012	\$667.80 training	\$10,257.90
\$1,579.55 Sylvania Court mandatory fines	\$6,317.28 equipment	
\$-0- Common Pleas Court mandatory fines	\$-0- investigations	
\$-0- other miscellaneous	\$1,360.00 other miscellaneous	

Federal Equitable Sharing Fund (account - 229)

<u>Revenue</u>	<u>Expenditures</u>	<u>2013 Ending Balance</u>
\$98,093.79 balance from 2012	\$-0- training	\$73,288.25
\$-0- Federal (DEA) seizures	\$-0- equipment	
\$194.46 interest posted	\$-0- investigations	
\$-0- other	\$25,000 [2013-police vehicle]	

Seized/Forfeited Property in 2013

Seized Property

\$19,297.20 add up all forfeited \$ or bond back property
\$23,972.20 add up all \$ seized this year
\$331.00 add up all returned cash

Disposition/Proceeds

\$10,251.49 Forfeit to PD account 225
\$15,721.86 Pending disposition
\$-0- Seized money returned to owner

Non-cash Seizures

2007 Cadillac DTS
2004 Jeep Grand Cherokee

Disposition

Returned to owner.
Returned to owner.

There were no other revenues, expenditures, or seizures during this reporting period.

Respectfully submitted,



William H. Rhodus
Chief of Police