

**Sylvania City Council  
Tuesday February 21, 2012**

**7:00 p.m. Committee-of-the-Whole - budget**

**7:30 p.m. Council Meeting  
Agenda**

1. Roll call.
2. Pledge of Allegiance to the United States of America led by Mrs. Cappellini.
3. Additions to the agenda.
4. Approval of the February 6 meeting minutes.
5. Proposed Resolution 4-2012, participating in the Regional Water Authority Feasibility Study.
6. Proposed Ordinance 17-2012, authorizing an agreement with Pyrotecnico for the July 3, 2012 Independence Day celebration at Centennial Terrace.
7. Monroe Street improvements from Erie Street to Judi Young Ln/Silica Dr;
  - a. Service Director's report and recommendation; and,
  - b. proposed Ordinance 18-2012, accepting the proposal of Mannik & Smith for professional engineering design in an amount not to exceed \$65,219.
8. Notice from the Ohio Division of Liquor Control of the transfer of the D5, spiritous liquor, beer, and wine, until 2:30 a.m., and D6, Sunday sales of same between 1:00 p.m. and midnight, liquor permit from Tony Packo's, Inc. to TP Foods, LLC, d/b/a Tony Packo's Cafe, 5827 Monroe Street.
9. Approval of items to be auctioned on GovDeals.com.
10. Council and Staff photo has been scheduled for July 16.
11. Committee reports.
12. Committee referrals.

**Information**

- A. Minutes of the February 15 Board of Architectural Review meeting.
- B. Demolition permit application for 5736 Little Rd.
- C. Thank you from Sylvania Area Family Services.

Minutes of the Meeting of Council  
February 6, 2012

The Council of the City of Sylvania, Ohio met in regular session on Monday, February 6, 2012 at 7:30 p.m. with Mayor Craig A. Stough in the chair. Roll was called with the following members present: V. Michael Brown, Katie Cappellini, Doug Haynam, Sandy Husman, Mark Luetke, Todd Milner, Mary J. Westphal (7); absent:(0).

Roll call: all present.

Mr. Brown led the Pledge of Allegiance to the United States of America.

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.

4a. Erie/Woodrow residents concerns.

12a. Schedule an Employee & Community Relations Committee meeting.

Mr. Haynam moved, Mr. Luetke 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.

Mr. Milner presented the January 18 minutes. Mr. Milner moved, Mr. Brown 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 18, 2012 be approved as submitted, provided there are no amendments from other members of Council; roll call vote being: Cappellini, Haynam, Husman, Luetke, Milner, Westphal, Brown (7) yeas; (0) nays. The motion carried.

Approval of the Jan. 18 minutes.

Debbie Newman, 6623 Erie, and Mia Kujawa, 6629 Erie expressed concern that the plan on the City's website shows their properties being affected by possible downtown development. It was explained that the drawing is just an architectural concept for the area. Council assured them that the City will not take a portion of their property by eminent domain.

Property concerns.

Mayor Stough stated that Council will now consider agenda item 5, and Mr. Luetke moved, Mr. Haynam seconded, to excuse Mr. Haynam, at his request, due to a possible conflict with his law firm representing the applicant; roll call vote being: Husman, Luetke, Milner, Westphal, Brown, Cappellini (6) yeas; (0) nays. The motion carried.

Haynam excused.

Mayor Stough presented the letter of intent to relocate Sylvania Franciscan's corporate offices to the City when suitable space becomes available and their current lease permits. Finance Director Scott Smith said the bond sale will not obligate the City in any way or affect our ratings. It is a tool to take advantage of the City's favorable

Ordinance 12-2012, "...issuance and sale of Variable Mode

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rating. Mr. Milner presented and read aloud by title only, proposed Ordinance No. 12-2012, a written copy of same having been previously furnished to each member of Council, "An Ordinance determining the necessity of and authorizing the issuance and sale of Variable Mode Health Care Revenue Bonds for the benefit of Rosary Care Center, in a principal amount not to exceed \$4,395,000; authorizing the execution and delivery of a base lease, sublease and assignment in connection therewith; authorizing the execution and delivery of a trust indenture to secure the bonds; authorizing execution of a tax regulatory agreement with respect to the bonds; authorizing execution of a bond purchase agreement with respect to the bonds; and authorizing other documents in connection with the issuance of the bonds; and declaring an emergency." Mr. Milner moved, Mr. Luetke seconded, that Council dispense with the Second and Third Readings of said Ordinance; roll call vote being: Luetke, Milner, Westphal, Brown, Cappellini, Husman (6) yeas; (0) nays. The motion carried.

Health Care Revenue Bonds ..."

Mr. Milner moved, Mr. Luetke seconded, that Ordinance No. 12-2012 be enacted as an emergency measure as declared therein; roll call vote being: Milner, Westphal, Brown, Cappellini, Husman, Luetke (6) yeas; (0) nays. The motion carried.

Mayor Stough stated that Council will now consider agenda item 6, and Mr. Haynam returned.

Haynam returns.

Service Director Kevin Aller's report on the Silica Road improvements was placed on file. Mr. Milner presented and read aloud by title only, proposed Ordinance No. 13-2012, a written copy of same having been previously furnished to each member of Council, "Appropriating funds in the amount of \$74,755.70 pursuant to the Joint Cooperation Agreement with Sylvania Township for improving Silica Drive; and declaring an emergency." Mr. Milner moved, Mr. Haynam seconded, that Council dispense with the Second and Third Readings of said Ordinance; roll call vote being: Westphal, Brown, Cappellini, Haynam, Husman, Luetke, Milner (7) yeas; (0) nays. The motion carried.

Ordinance 13-2012, "...improving Silica Dr ..."

Mr. Milner moved, Mrs. Husman seconded, that Ordinance No. 13-2012 be enacted as an emergency measure as declared therein; 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 7.

The Service Director's report on the testing services for the elevated water tank project was placed on file. Mr. Brown presented and read aloud by title only, proposed Ordinance No. 14-2012, a written copy of same having been previously furnished to each member of Council, "Accepting the proposal of Bowser-Morner for construction

Ordinance 14-2012, ...Bowser-Morner...testing services...

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materials testing services as part of the 2MG elevated water tank project; appropriating funds therefore in an amount not to exceed \$20,000; and declaring an emergency.” Mr. Brown moved, Mr. Haynam seconded, that Council dispense with the Second and Third Readings of said Ordinance; roll call vote being: Cappellini, Haynam, Husman, Luetke, Milner, Westphal, Brown (7) yeas; (0) nays. The motion carried. elevated tank...”

Mr. Brown moved, Mrs. Westphal seconded, that Ordinance No. 14-2012 be enacted as an emergency measure as declared therein; roll call vote being: Haynam, Husman, Luetke, Milner, Westphal, Brown, Cappellini (7) yeas; (0) nays. The motion carried.

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

The Service Director’s report on Change Order No. 1 for the Sylvania River Trail Improvements - Phase 1 project was placed on file. Mrs. Cappellini presented and read aloud by title only, proposed Ordinance No. 15-2012, a written copy of same having been previously furnished to each member of Council, “Authorizing the Mayor and Director of Finance to approve Change Order No.1 to this City’s agreement with Hank’s Plumbing and Heating Co. for the River Trail Improvements Phase 1 project which reflects the actual materials used and work performed on this project; increasing the contract amount by \$65,977.38; appropriating funds therefore; and declaring an emergency.” Mrs. Cappellini moved, Mr. Luetke 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 15-2012, “...approve Change Order No. 1...River Trail Improve-ments...”

Mrs. Cappellini moved, Mrs. Husman seconded, that Ordinance No. 15-2012 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.

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

Mrs. Westphal presented and read aloud by title only, proposed Ordinance No. 16-2012, a written copy of same having been previously furnished to each member of Council, “Authorizing the Mayor and Director of Finance to enter into an agreement on behalf of the City of Sylvania between the City of Sylvania and the Board of Lucas County Commissioners for the Suburban Court Services program; agreeing to participate in funding a portion of the local share of Suburban Court’s Services; and declaring an emergency.” Mrs. Westphal moved, Mr. Milner seconded, that Council dispense with the Second and Third Readings of said Ordinance; roll call vote being: Milner, Ordinance 16-2012, “... Suburban Court Services program ...”

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

Mrs. Westphal moved, Mrs. Husman seconded, that Ordinance No. 16-2012 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.

Mr. Milner presented and read aloud by title only, proposed Resolution No. 3-2012, a written copy of same having been previously furnished to each member of Council, "A Resolution designating the Clerk of Council as the Mayor and City Council's designee to attend training programs and seminars about the public records law as required by Ohio Revised Code Section 109.43; and declaring an emergency." Mr. Milner moved, Mr. Haynam seconded, that Council dispense with the Second and Third Readings of said Resolution; roll call vote being: Brown, Cappellini, Haynam, Husman, Luetke, Milner, Westphal (7) yeas; (0) nays. The motion carried.

Resolution 3-2012, "... designating the Clerk of Council...training ...public records law..."

Mr. Milner moved, Mr. Brown seconded, that Resolution No. 3-2012 be enacted as an emergency measure as declared therein; roll call vote being: Cappellini, Haynam, Husman, Luetke, Milner, Westphal, Brown (7) yeas; (0) nays. The motion carried.

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

Mr. Milner moved, Mr. Haynam seconded, that no hearing be requested for the transfer of the D1, D2, D3, D3A, D6 liquor permit from DDAM Ltd., d/b/a Main Street Bar & Grill, 5758 Main St., to S&S Restaurants, LLC, d/b/a The Sodbuster, 5758 Main St.; roll call vote being: Haynam, Husman, Luetke, Milner, Westphal, Brown, Cappellini (7) yeas; (0) nays. The motion carried.

No objection to liquor permit transfer for Sodbuster.

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

Mr. Luetke set a meeting of the Employee & Community Relations Committee for February 14 at 4:00 p.m. to meet with the Arts Commission about their funding request.

Empl. & Comm Rel. Feb. 14.

Mayor Stough stated that all items on the agenda had been considered. Mr. Haynam moved, Mrs. Westphal seconded, that this meeting adjourn; all present voting yea (7); (0) nays. The motion carried and the meeting adjourned at 8:20 p.m.

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Clerk of Council

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Mayor

**RESOLUTION NO. 4 -2012**

**AUTHORIZING THE MAYOR TO SUBMIT APPLICATION(S) TO PARTICIPATE IN THE STATE OF OHIO, LOCAL GOVERNMENT INNOVATION FUND PROGRAM, CONCERNING A REGIONAL WATER AUTHORITY FEASIBILITY STUDY IN COLLABORATION WITH THE CITY OF TOLEDO, LUCAS COUNTY, AND THE TOLEDO METROPOLITAN AREA COUNCIL OF GOVERNMENTS AND TO EXECUTE APPLICATIONS AS REQUIRED; AND DECLARING AN EMERGENCY.**

WHEREAS, the State of Ohio, Department of Development, provides financial assistance to local governments for the purpose of addressing local needs; and,

WHEREAS, the City of Sylvania desires to participate as a collaborative partner with the City of Toledo, Lucas County, and the Toledo Metropolitan Area Council of Governments (“TMACOG”) to receive financial assistance under the Ohio Department of Development, Local Government Innovation Fund Program and conduct a regional water feasibility study of creating a regional water authority and related matters identified through the study process; and,

WHEREAS, the total cost by the City of Toledo and Lucas County for their contribution to the study is \$50,000 each for a total local match of \$100,000 toward the application for an Ohio Department Development grant of \$100,000 resulting in a total match and grant amount of \$200,000 and no additional funds from the City of Sylvania are requested or authorized by this resolution; and,

WHEREAS, this ordinance will allow the City of Sylvania to participate as a collaborative partner with the City of Toledo, Lucas County, and TMACOG through the Local Government Innovation Fund Program; and authorize the Mayor to serve as the co-applicant in collaboration with the City of Toledo, Lucas County and/or TMACOG for the study planning and funding; and,

WHEREAS, passage of this legislation is procedurally required to allow application for this funding.

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

SECTION 1. That the Mayor is hereby authorized to apply to the State of Ohio, through its Local Government Innovation Fund, for funding a regional water feasibility study of creating a regional water authority and related matters identified through the study process.

SECTION 2. That the Mayor is fully authorized to enter into and execute any applications, agreements, and documents as may be necessary and appropriate to obtaining such financial assistance.

SECTION 3. That the Mayor is authorized as the official representative of the City of Sylvania to be the co-applicant in collaboration with the City of Toledo, Lucas County and/or TMACOG in the State of Ohio, Department of Development, Local Government Innovation Fund Program, and provide all information and documentation required for submission of said application.

SECTION 4. That the Mayor is authorized to participate with the City of Toledo, Lucas County and in cooperation with TMACOG for the joint filing of an application for financial assistance under the Ohio Local Government Innovation Fund Program.

SECTION 5. That the Mayor and City Council hereby understand and agree that participation in the Ohio Local Government Innovation Fund Program will require compliance with program guidelines and assurances.

SECTION 6. That, if the project described in Section 1 above is approved for financial assistance, the City of Sylvania is not committed to providing additional match funds to meet the \$100,000 local share attributed to Toledo and Lucas County as indicated in the corresponding project application.

SECTION 7. 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 8. 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 9. That this ordinance is hereby declared to be an emergency measure and shall take effect and be in force immediately from and after its passage. The reason for the emergency lies in the fact that this ordinance is necessary for the immediate preservation of the public peace, health, safety and property and for the further reason that this ordinance must be immediately effective in order to permit the timely submittal of the application for the above project.

Vote dispensing with the second and third readings:            Yeas \_\_\_\_\_ Nays \_\_\_\_\_

Passed, \_\_\_\_\_, 2012, as an emergency measure.

\_\_\_\_\_  
President of Council

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**ORDINANCE NO. 17 - 2012**

**AUTHORIZING AN AGREEMENT WITH S. VITALE PYROTECHNIC INDUSTRIES, INC. d/b/a PYROTECNICO FOR THE INDEPENDENCE DAY CELEBRATION ON JULY 3, 2012 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, S. Vitale Pyrotechnic Industries, Inc. d/b/a Pyrotecnico 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, 2012, 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 S. Vitale Pyrotechnic Industries, Inc. d/b/a Pyrotecnico in the form and substance of the agreement now on file with the Clerk of this Council providing that S. Vitale Pyrotechnic Industries, Inc. d/b/a Pyrotecnico will provide a fireworks display on July 3, 2012, for a payment by the City to S. Vitale Pyrotechnic Industries, Inc. d/b/a Pyrotecnico 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, 2012. 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, \_\_\_\_\_, 2012 as an emergency measure.

\_\_\_\_\_  
President of Council

ATTEST:

\_\_\_\_\_  
Clerk of Council

APPROVED:

APPROVED AS TO FORM:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Director of Law

\_\_\_\_\_  
Date



# City Of Sylvania

DEPARTMENT OF PUBLIC SERVICE

KEVIN G. ALLER, PE DIRECTOR

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February 14, 2012

To: The Mayor and Members of City Council

Re: **Monroe Street Reconstruction/Resurfacing**  
**Erie Street to Judi Young Lane/Silica Drive**

Dear Mayor and Council Members:

This project consists of partial resurfacing and partial reconstruction of Monroe Street between Erie Street and Judi Young Lane/Silica Drive.

The existing material is an asphalt concrete overlay on a concrete base along one half of the roadway and full depth asphalt concrete elsewhere. The reconstruction portion of the project will include removal of the existing concrete subgrade material, requiring full depth reconstruction. Resurfacing will include planing existing pavement and minor repairs to areas that are unraveling.

The Mannik & Smith Group, Inc. has submitted a proposal in the amount of \$65,219.00 to perform the engineering design for the project components listed above. Additional detail design work will include designing the appropriate pavement buildup, pavement marking plan, and underdrain and drainage design.

We have used The Mannik & Smith Group on several similar projects and we recommend awarding a contract to them in an amount not-to-exceed \$65,219.00 so the project may proceed. Please note this project was included in the City's recent bond financing so funds are available.

Please call if you have any questions.

Sincerely,

Kevin G. Aller, P.E.

Director of Public Service

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February 13, 2012

Mr. Kevin Aller  
Director of Public Service  
City of Sylvania  
6730 Monroe Street  
Sylvania, Ohio 43560

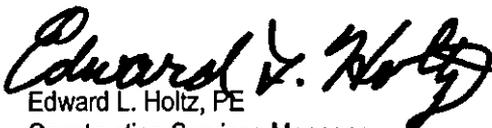
Re: Design & Engineering Cost Proposal for Monroe Street Resurfacing-Reconstruction  
City of Sylvania, Lucas County, Ohio

Dear Mr. Aller,

In response to your request, The Mannik & Smith Group, Inc. (MSG) is pleased to submit the attached cost proposal to prepare detailed construction plans for the resurfacing/reconstruction of Monroe Street from Erie Street to the Judi Young Lane/Silica Drive Intersection in the City of Sylvania. The scope of work outlined in this proposal is based on the meetings and phone conversation on January 26, 2012 and the desired objectives and scope of work identified for this project.

We appreciate the opportunity to provide this proposal for your consideration and are available at your convenience to address any questions you may have. We are looking forward to working together.

Sincerely,

  
Edward L. Holtz, PE  
Construction Services Manager

  
C. Michael Smith, PE  
CEO

Enclosure

Pc: Christopher E. Beaulieu, P.E.  
Chief Roadway Engineer  
File

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James E. Moan, Director of Law

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Craig A. Stough, Mayor

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Scott S. Smith, Director of Finance

**STATEMENT OF PROPOSAL**

**Monroe Street Resurfacing and Reconstruction  
Erie Street to Judi Young Lane/Silica Drive Intersection  
City of Sylvania**

**GENERAL**

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The consultant proposes to perform professional engineering services required to prepare detailed construction plans for the resurfacing and reconstruction of Monroe Street in the City of Sylvania from Erie Street to the Judi Young Lane/Silica Drive Intersection.

The consultant will prepare detailed construction plans and specifications that will include resurfacing of the curbed portion of Monroe Street and reconstruction of a portion of the uncurbed section. Resurfacing will include planing existing pavement and the use of manufactured geotextile material for asphalt concrete resurfacing. The reconstruction portion will include removal of the existing concrete subgrade material, requiring full depth reconstruction. The preliminary limits of these conditions have been identified by both record plan and field review. Further subsurface investigation will be performed to confirm existing pavement section, existing subgrade and subsurface conditions.

Additional detail design work will include designing the appropriate pavement buildup, pavement marking plan, and underdrain and drainage design. It is anticipated that all work will be performed within the existing right of way and that traffic will be maintained on Monroe Street during construction.

**PROJECT FEE**

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The Scope of Work is detailed in Exhibit A (attached herein) for this project which enables MSG to determine the work effort required to complete the project. MSG proposes to conduct this project on a Time and Materials Not to Exceed fee basis and invoice accordingly. MSG proposes to complete this project for the following Not to Exceed fee:

**Total Engineering Fee .....\$65,219.00**

For the purposes of fiscal control, MSG guarantees that our costs for the above work will not exceed the total indicated above. We agree that reasonable variation to the work to be performed may be made, but reserve the right to renegotiate the above amount should significant variation be requested.

Work requested to be performed beyond the Scope of Work, e.g., meetings, presentations, report copies, traffic studies, or other related activities beyond those described above will be charged on a same time and materials fee basis.

NO	TASK		Approximate Hrs/Sheet	ENG. V \$131.00	ENG. III \$106.00	TECH VI \$97.00	TOTAL HOURS	TOTAL MSG COSTS	TOTAL COST
	DESCRIPTION	Sheets							
1	Survey (Office & Field)							\$8,000.00	\$8,000.00
9	Geotech							\$7,000.00	\$7,000.00
10	Title Sheet	1	10	1	3	6	10	\$1,031.00	\$1,031.00
11	Schematic	1	12	2	4	6	12	\$1,268.00	\$1,268.00
11	Typicals	2	20	8	12	20	40	\$4,260.00	\$4,260.00
12	P&P	6	18	30	40	40	110	\$12,050.00	\$12,050.00
13	Cross Sections	10	6	16	24	30	70	\$7,550.00	\$7,550.00
13	Subsummary	1	18	4	6	8	18	\$1,936.00	\$1,936.00
14	General Summary	1	24	4	8	12	24	\$2,536.00	\$2,536.00
15	Intersection Details	2	20	8	12	20	40	\$4,260.00	\$4,260.00
16	Pavement Marking Plan	1	12	2	4	6	12	\$1,268.00	\$1,268.00
17	Maintenance of Traffic Plan	2	30	8	12	40	60	\$6,200.00	\$6,200.00
18	Project Management & Coord			60			60	\$7,860.00	\$7,860.00
<b>TOTAL HOURS</b>			<b>170</b>	<b>143</b>	<b>125</b>	<b>188</b>	<b>456</b>	<b>\$65,219.00</b>	<b>\$65,219.00</b>

**TOTAL COST = \$65,219.00**

## SCOPE OF WORK

### BACKGROUND

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Monroe Street is a 2-lane urban minor arterial with 22-foot wide pavement with 5-foot bike lanes (5-foot bike lanes are acceptable relative to the current ODOT Design Guide for Roadway-Based Bicycle Facilities). The existing pavement composition is an asphalt concrete overlay on a concrete base along one half of the existing roadway and full depth asphalt elsewhere. There are both curbed uncurbed sections of roadway. The project length is approximately 2700 feet long with the uncurbed section starting at Erie Street and continuing to the Judi Young/Silica Drive Intersection.

### SCOPE OF WORK

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The project objectives are primarily to perform pavement resurfacing operation for the project length. A portion of Monroe Street within the project limits has existing concrete pavement to be replaced. Sections of the asphalt concrete are unraveling and may require using pavement reinforcement materials. Pavement cores and minimal subsurface investigation will be completed to determine/recommend appropriate pavement section. Investigation will be made relative to replacing existing deteriorated curb areas and the necessity of updating existing curb ramps. No new right of way is anticipated to complete this project. It is anticipated that one-way traffic will be partially maintained through phased construction on Monroe Street for project completion.

Project design will be following AASHTO's *A Policy on Geometric Design of Highways and Streets, 2011*. Plan details will comply with the Lucas County Engineer Standards, and Ohio Department of Transportation Standards and Specifications.

MSG anticipates the following proposed engineering services to be performed for this project:

#### 1.1. Survey & Utility Coordination

##### Assumptions:

- Existing monumentation (property corners, centerline monuments, etc.) is in place in order to establish the centerline of Monroe Street.
- Existing county benchmark is available within ½ mile of the project.

##### Office:

##### Research:

- Obtain centerline control information for Monroe Street
- Contact utility companies and OUPS for existing maps and information

##### Processing:

- Convert field information into CAD format and produce base map drawings for engineering.

##### Field:

##### Control:

- Establish centerline of construction control. Set site benchmarks every 500 feet.

##### Topo:

- Cross sections at every 50 feet for the uncurbed section of Monroe Street to 10 feet beyond edge of pavement.
- Cross sections at every 100 feet for the curbed section of Monroe Street to back of curb.

- Obtain pavement and curb elevations to end of radius of Monroe Street at the intersections of Main Street, Silica Drive, Parkwood Boulevard, Olde Post Road and Erie Street.
- Locate all drive approaches to 10 feet out from edge of pavement or face of sidewalk.
- Locate top of rim elevations for all catch basins and manholes within the pavement area.
- Prepare inventory of signs and pavement markings.

Utility investigation:

- Where observable, subsurface utilities will be measured for approximate depth and direction to attempt to define the existing conditions of storm, water and sanitary sewer systems.

**1.2. Geotech**

Field:

- Perform 7 pavement cores at 5-foot depth

Office:

- Provide inventory of existing pavement composition and summary of boring logs.

**1.3. Preliminary Plan Preparation & Submittal**

MSG anticipates the following minimum tasks for completion of preliminary plans:

- Field verify drainage structures/topo/existing signing and pavement markings
- Develop typical sections for proposed roadway improvements
- Determine pavement buildup
- Provide curb replacement inventory
- Provide curb ramp replacement inventory
- Develop conceptual maintenance of traffic plan
- Prepare budget level construction cost estimate

**1.4. Final Roadway Plans**

Upon comments received from the City of Sylvania, MSG will progress with completion of final plans. MSG anticipates the following minimum tasks for completion of Final Roadway Plans:

**Roadway Design:**

The engineering design work and plan preparation required by the scope of the project includes the following tasks:

- Finalize plan details
- Title Sheet, Schematic Plan, Maintenance of Traffic Plan, Typical Sections, General Notes, Subsummary, General Summary, Plan & Profile Sheets, Cross Sections, Pavement Marking Plan. No Signing Plan - MSG will provide a Sign inventory.
- Update/finalize construction cost estimate

The following plan scales shall be used for the final plan preparation:

**Roadway Plans:**

Plan	1" = 20'
Cross Section	1" = 5' Horizontal, 1" = 5' Vertical
Maintenance of Traffic Plan	1" = 50'
Pavement Marking Plan	1" = 50'
Schematic Plan	1" = 200'

**1.5. Project Administration & Meetings**

MSG anticipates the following minimum review agency coordination and meetings:

- Submittal(s) to City of Sylvania
  - Preliminary Plan Review
  - Final Plan Review
- Prepare & submit Final Tracings

**SCHEDULE**

---

MSG anticipates completion of final deliverables within 24 weeks of our Notice-To-Proceed. This schedule assumes reasonable review time frames by the City of Sylvania.

<b>TASK</b>	<b>CONSULTANT</b>	<b>REVIEW **</b>
1.1 Field Survey & Basemapping	5 weeks	N/A
1.2 Preliminary Design	5 weeks	2 weeks
1.3 Field & Office Check	6 weeks	2 weeks
1.4 Final Tracings	4 weeks	N/A
<b>TOTAL</b>	<b>20 Weeks</b>	<b>4 Weeks</b>

\*\* Review times are estimates. Actual review times may vary.

**SUPPLEMENTAL SERVICES OF CONSULTANT**

The following services are not included in this proposal. If any of these services are deemed necessary, experienced MSG personnel are available to meet the Clients' needs.

- Bid Documents/Bid Assistance
- Construction Administration Services
- Construction Staking
- Private utility relocation plans
- Public utility relocations (other than valve, hydrant, and meter adjustments and relocations)
- Traffic Studies / Signal Design

## The Mannik & Smith Group, Inc. Standard Terms & Conditions

**Services** The Mannik & Smith Group, Inc. (MSG) will perform services for the Project as set forth in the MSG proposal and in accordance with these Terms & Conditions. MSG has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by MSG in performing their services.

**Additional Services** The Client and MSG acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, MSG shall notify the Client of the need for additional services and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

**Project Requirements** The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to MSG at Project inception. MSG will review the Client design standards and may recommend alternate standards considering the standard of care provision.

**Period of Service** MSG shall perform the services for the Project in a timely manner consistent with sound professional practice. MSG will strive to perform its services according to the Project schedule set forth in the MSG proposal. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. MSG shall be entitled to an extension of time and compensation adjustment for any delay beyond MSG control.

**Compensation** In consideration of the services performed by MSG, the Client shall pay MSG in the manner set forth in the MSG proposal. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of MSG.

Where total project compensation has been separately identified for various Tasks/Work Orders, MSG may adjust the amounts allocated between Tasks or Work Orders as the work progresses so long as the total compensation amount for the project is not exceeded.

**Payment Definitions** The following definitions shall apply to methods of payment:

**Cost Plus** is defined as the individual's base salary plus actual overhead plus professional fee. Overhead shall include customary and statutory benefits, administrative expense, and non-project operating costs.

**Lump Sum** is defined as a fixed price amount for the scope of services described.

**Standard Rates** is defined as individual time multiplied by standard billing rates for that individual.

**Subcontracted Services** are defined as Project related services provided by other parties to MSG.

**Reimbursable Expenses** are defined as actual expenses incurred in connection with the Project.

**Payment Terms** MSG shall submit monthly invoices for services performed and Client shall pay the full invoice amount within 30 calendar days of the invoice date. Invoices will be considered correct if not questioned in writing within 10 calendar days of the invoice date. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. No interest will accrue on any contested portion of the billing until mutually resolved. Client will exercise reasonableness in contesting any billing or portion thereof. MSG shall be entitled to a 1.5% per month administrative charge in the event of payment delay. Client payment to MSG is not contingent on arrangement of project financing. Invoice payment delayed beyond 60 calendar days shall give MSG the right to suspend services until payments are current. Non-payment beyond 70 calendar days shall be just cause for termination by MSG.

**Assignment** Neither party shall assign its rights, interests or obligations under the Project without the express written consent of the other party.

**Authorized Representatives** The officer assigned to the Project by MSG is the only authorized representative to make decisions or commitments on behalf of MSG. The Client shall designate a representative with similar authority.

**Buried Utilities** Where applicable to the Project, MSG will conduct research and prepare a plan indicating the locations of underground improvements intended for subsurface penetration with respect to assumed locations of underground improvements. Such services by MSG will be performed in manner consistent with ordinary standard of care. Client recognizes that the research may not identify all underground improvements and that the information of which MSG relies may contain errors or may not be complete. The Client agrees to waive all claims and causes of action against MSG for damages to underground improvements resulting from subsurface penetration locations established by MSG, except for damages caused by the sole negligence or willful misconduct of MSG.

**Compliance with Laws** MSG shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, MSG shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

**Confidentiality** MSG will hold in confidence any information about the Client's operations which would normally be considered confidential. Such obligation shall not hold with respect to:

- a. Information which is in the public domain or which enters public domain in the future through no fault of MSG.
- b. Information known to MSG prior to disclosure by the Client or information disclosed to MSG at any time by a third party.
- c. Information which is released from its confidential status by the Client.
- d. Where disclosure is required by court order or governmental directive, provided that prior written notice is given the other party.
- e. Where disclosure is required to comply with a professional code of conduct or ethics.

The Client agrees that the technical methods, techniques and pricing information contained in any proposal submitted by MSG pertaining to this project or agreement or any addendum thereto, are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of MSG.

**Consequential Damages** Neither the Client nor MSG shall be liable to the other for any consequential damages regardless of the nature or fault.

**Cost Estimates or Opinions** MSG may prepare cost estimates or opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and MSG acknowledge that actual costs may vary from the cost estimates or opinions prepared and that MSG offers no guarantee related to the Project cost.

**Defects in Service** The Client shall promptly report to MSG any defects or suspected defects in service. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor agreement and shall require all subcontracts at any level to contain a like provision. Failure by the Client and Client's contractors and subcontractors to notify MSG shall relieve MSG of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

**Dispute Resolution** In the event of a dispute between MSG and Client arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association; provided, however, in the event the parties are unable to reach agreement to arbitrate under terms reasonably acceptable to both parties, either party may pursue resolution in any court having jurisdiction.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

**Environmental Matters** The Client warrants they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, MSG shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client shall indemnify MSG from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of MSG.

**Governing Law** The terms of agreement shall be governed by the laws of the state where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

**Indemnification** MSG agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost to the extent caused by MSG's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom MSG is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold MSG harmless from any damage, liability or cost to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the project that is the subject of this Agreement.

Neither party is obligated to indemnify the other in any manner whatsoever for the other's own negligence.

**Independent Consultant** MSG shall serve as an independent consultant for services provided under this agreement. MSG shall retain control over the means and methods used in performing their services and may retain subconsultants to perform certain services as determined by MSG.

**Information from Other Parties** The Client and MSG acknowledge that MSG will rely on information furnished by other parties in performing its services under the Project. MSG shall not be liable for any damages that may be incurred by the Client in the use of third party information.

**Insurance** MSG will maintain the following insurance and coverage limits during the period of service if such coverage is reasonably available at commercially affordable premium. Upon request, the Client will be named as an additional insured on the Commercial General Liability and Automobile Liability policies.

- Worker's Compensation As required by applicable state statute
- Commercial General Liability \$1,000,000 per occurrence (bodily injury including death & property damage) \$2,000,000 aggregate
- Automobile Liability \$2,000,000 combined single limit for bodily injury and property damage
- Professional Liability \$2,000,000 each claim and in the aggregate

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. MSG shall be a named insured on those policies where MSG may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

**Lien Rights** MSG may file a lien against the Client's property in the event that the Client does not make payment within the time prescribed in this agreement. The Client agrees that services by MSG are considered property improvements and the Client waives the right to any legal defense to the contrary.

**Limitation of Liability** In recognition of the relative risks and benefits of the project to both the Client and MSG, the Client agrees to the fullest extent permitted by law, to limit the liability of MSG for any and all damages or claim expenses arising out of this agreement, from any and all causes, to \$50,000 or the fee realized by MSG for the Project, whichever is greater.

**Ownership of Documents** Documents prepared by MSG for the Project are instruments of services and shall remain the property of MSG. Record documents of service shall be based on the printed copy. If specified in the MSG proposal, MSG will furnish documents electronically; however, the client releases MSG from any liability that may result from documents used in this form. MSG shall be defended and indemnified for reuse of documents for any purpose other than those intended under the Project.

**Permits and Approvals** MSG will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

**Safety** MSG shall be responsible solely for the safety precautions or programs of its employees and no other party. In no event will MSG be responsible for construction methods, means, techniques or sequences of construction, which are solely the responsibility of the Contractor.

**Site Access** The Client shall obtain all necessary approvals for MSG to access the Project site(s).

**Severability** Any provision of these terms later held to violate any law shall be deemed void and all remaining provisions shall continue in force. In such event, the Client and MSG will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

**Standard of Care** Services provided by MSG will be performed with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances. The standard of care shall exclusively be judged as of the time the services are rendered and not according to later standards.

**Survival** All provisions of these terms that allocate responsibility or liability between the Client and MSG shall survive the completion or termination of services for the Project.

**Suspension of Work** The Client may suspend services performed by MSG with cause upon fourteen (14) calendar days written notice. MSG shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay MSG all outstanding invoices within fourteen (14) calendar days. MSG shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

**Termination** The Client or MSG may terminate services on the Project upon seven (7) calendar days written notice in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. MSG shall submit an invoice for services performed up to the effective date of termination and the Client shall pay MSG all outstanding invoices within fourteen (14) calendar days.

**Third Party Claims** The Client will compensate MSG for services performed in defense of any third party claim unless the claim resulted from the negligent act, error or omission of MSG.

**Waiver of Rights** The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

Revised January 2011

7b

**ORDINANCE NO. 18 -2012**

**AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ACCEPT THE PROPOSAL OF MANNIK & SMITH GROUP, INC. FOR PROFESSIONAL ENGINEERING DESIGN FOR THE MONROE STREET FROM ERIE STREET TO JUDI YOUNG LANE RESURFACING AND RECONSTRUCTION PROJECT; APPROPRIATING FUNDS THEREFORE IN AN AMOUNT NOT TO EXCEED \$65,219; AND DECLARING AN EMERGENCY.**

WHEREAS, Monroe Street from Erie Street to the Judi Young Lane/Silica Drive intersection is in need of repair; and,

WHEREAS, the Director of Public Service has received a proposal from Mannik & Smith Group, Inc. to prepare detailed construction plans for this project and, in his report dated February 14, 2012, has recommended acceptance of the proposal an amount not to exceed \$65,219; and,

WHEREAS, the project will include partial resurfacing and partial reconstruction of Monroe Street between Erie Street and Judi Young Lane/Silica Drive as well as designing the appropriate pavement buildup, pavement marking plan, and underdrain and drainage design.

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 the Director of Finance be, and they hereby are, authorized to sign the proposal of Mannik & Smith Group, Inc. on behalf of this City, thereby indicating such approval and acceptance for the preparation of detailed construction plans for the Monroe Street from Erie Street to Judi Young Lane/Silica Drive Reconstruction Project.

SECTION 2. That the Director of Public Service shall promptly give notice to Mannik & Smith Group, Inc. under the proposal hereby approved and accepted.

SECTION 3. That to provide funds for said engineering services hereby authorized, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore appropriated to **Account No. 401-7610-53612 – Monroe Street Improvement Project** an amount not to exceed Sixty-Five Thousand Two Hundred Nineteen Dollars (\$65,219.00).

SECTION 4. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this

Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 5. That the Clerk of Council is hereby directed to post a copy of this Ordinance in the Office of the Clerk of Council in the Municipal Building pursuant to ARTICLE III, Section 12, of the Charter of this City.

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

Vote dispensing with the second and third readings:            Yeas \_\_\_\_\_ Nays \_\_\_\_\_

Passed, \_\_\_\_\_, 2012, as an emergency measure.

\_\_\_\_\_  
President of Council

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Director of Law

APPROVED:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

NOTICE TO LEGISLATIVE  
AUTHORITY

OHIO DIVISION OF LIQUOR CON  
6606 TUSSING ROAD, P.O. BOX 40  
REYNOLDSBURG, OHIO 43068-900  
(614)644-2360 FAX(614)644-3166

8

TO

87740480010 PERMIT NUMBER		TRFO TYPE	TP FOODS LLC DBA TONY PACKOS CAFE 5827 MONROE ST SYLVANIA OHIO 43560	
06	01	2011 ISSUE DATE		
02	07	2012 FILING DATE		
D5 D6 PERMIT CLASSES				
48	077	A	F07057 RECEIPT NO.	

FROM 02/09/2012

89854420005 PERMIT NUMBER			TONY PACKOS INC DBA TONY PACKOS CAFE 5827 MONROE ST SYLVANIA OHIO 43560	
06	01	2011 ISSUE DATE		
02	07	2012 FILING DATE		
D5 D6 PERMIT CLASSES				
48	077			



MAILED 02/09/2012

RESPONSES MUST BE POSTMARKED NO LATER THAN. 03/12/2012

**IMPORTANT NOTICE**

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL  
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES A TRFO 8774048-0010

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT  
THE HEARING BE HELD  IN OUR COUNTY SEAT.  IN COLUMBUS.

WE DO NOT REQUEST A HEARING.

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title)-  Clerk of County Commissioner

(Date)

Clerk of City Council

Township Fiscal Officer

**CLERK OF SYLVANIA CITY COUNCIL  
6730 MONROE ST  
SYLVANIA OHIO 43560**

**ITEMS NEEDING CITY COUNCIL APPROVAL**

**TO BE OFFERED FOR SALE AT AUCTION**

**ON GOVDEALS WEBSITE:**

<b><u>ITEM</u></b>	<b><u>DEPARTMENT</u></b>
Skid Steer Sweeper Attachment	Streets
325 Gallon Plastic Tank	Streets
3' x 5' Single Axle Trailer	Streets
Diamond Plate Storage Cabinet	Streets
Locking Security Gate	Streets
Hydraulic Lifting Arm	Streets
Compressed Natural Gas System for Forklift	Streets
4' x 9' Single Axle Trailer	Streets
Truck Bed Tool Box	Streets
Rear Window Guard for Pickup Truck	Streets
Clamshell Scoops	Streets
Steel Racks for Stacking 55 Gallon Barrels	Streets
Cart-mounted Exhaust Fan	Streets
Traffic Counters	Streets
Underdrain & Assorted Fittings	Streets
4' x 5' Single Axle Trailer	Streets
Nine (9) Yellow Lane Reflectors	Streets
Misc. Street Name Sign Brackets	Streets
3-Drive Multi-Disc Burner/Maker	Police

23 Bianchi Ranger Triad Ankle Holsters & 12 Extenders	Police
Multi-radio Charger	Police
Wire Screen Vehicle Partition	Police
Universal Truck/Van Side Step	Police
Police Car Partition/Front	Police
Police Car Partition/Front	Police
Brush Guard for Vehicle	Police
Light Bar (Red/Blue)	Police
Two (2) Truck Hitches	Police
Headlight Flasher	Police
Gun Lock Mounts	Police
Cup Holder Console for Police Car	Police
Air Filtering Work Station for Forensic Lab	Police
Adjustable Long-Gun Slings	Police
Box of Misc. Jewelry (5 watches; St. Christopher medal w/ chain; Cross w/ chain; 2 key chains, cloth bag)	Police/Property Room
Box of Costume Jewelry (2 pair earrings; 2 rings; 1 watch)	Police/Property Room
Box of Costume Jewelry (7 necklaces)	Police/Property Room
3 Silver Coins (Australian)	Police/Property Room

a

Board of Architectural Review

Minutes of the regular meeting of February 15, 2012. Mr. Lindsley called the meeting to order.

Members present: Ken Marciniak, Thomas Lindsley, Mayor Craig Stough, (3) present. Read Backus (1) excused. Mr. Robert Oberly present.

Mr. Marciniak moved, Mayor Stough seconded to approve the Minutes of the January 11, 2012, meeting as submitted. Vote being: Lindsley, Stough, Marciniak (3) aye; (0) nay. Motion passed by a 3 to 0 vote.

Item 3 - Regulated Sign - app. no. 3-2012 requested by Harmon Sign for J's Book Shelf, 6377 Monroe Street, Sylvania. Ms. Jeanine Lorigan present. She will be opening a used book store on March 1, in the 1,098 square foot space. She worked for Thackarys Book Store and also A Novel Idea that was in Starlite Plaza. She will be installing a new illuminated sign on the building. The sign is similar in size to other sign in the shopping center. Mr. Marciniak moved, Mayor Stough seconded to grant a Certificate of Appropriateness for the new internally illuminated wall sign for J's Book Shelf, 6377 Monroe Street, as depicted on the drawing submitted with app. no. 3-2012. Vote being: Stough, Marciniak, Lindsley (3) aye; (0) nay. Motion passed by a 3 to 0 vote.

Item 4 - Regulated Sign - app. no. 4-2012 requested by Toledo Sign for Flower Hospital, 5200 Harroun Road, Sylvania. Ms. Myra Gueli and Mr. Bill Chalmers present. Ms. Gueli presented a revised drawing for the sign, the size is the same but they added the red portion to have the emergency / express care highlighted. They will be removing the bigger sign and replacing it with a smaller sign as part of Pro Medica branding of all their facilities. This is part of the branding that included the new signs on the building and the green led lighting on all ProMedica buildings. They did receive a few comments and a few complaints concerning those. Mayor Stough mentioned that with the hospital set back so far from Harroun Road it should not be as appreciable as a building that is close to the street, such as Wildwood. Mayor Stough moved, Mr. Marciniak seconded to give a Certificate of Appropriateness for app. no. 4-2012m the new Flower Hospital sign at the entrance, 5200 Harroun Road, as shown on the revised drawing presented at the meeting. Vote being: Marciniak, Lindsley, Stough (3) aye; (0) nay. Motion passed by a 3 to 0 vote.

Item 5 - Regulated Sign - app. no. 5-2012 requested by Nabil's Same Day Sign for Tobacco Haven, 5601 Alexis Road, Sylvania. The tenants had installed a temporary sign on the unit next door to them, it was removed after Mr. Oberly asked them to remove it. They installed new faces in the sign on the building and in the existing pole sign at the street. Mr. Oberly received a letter from the owner's attorney that they are investigating the feasibility of replacing the pole sign with a new monument sign. Mr. Marciniak moved, Mayor Stough seconded to give a Certificate of Appropriateness for the new sign faces for Tobacco Haven, 5601 Alexis Road, as shown on the drawing submitted with app. no. 5-2012, with the strong recommendation that the pole sign be removed and replaced by a monument sign. Vote being: Lindsley, Marciniak, Stough (3) aye; (0) nay. Motion passed by a 3 to 0 vote.

Item 6 - Regulated Sign - app. no. 6-2012 requested by Mr. Alohuhi for Hair Masters, 5810 Monroe Street, Sylvania. This is a new business to the city and they installed the sign faces without permits. They replaced the sign faces on the wall sign and the pole sign, this is located in the B-4 Shopping Center District and pole signs are permitted. Mayor Stough moved, Mr. Marciniak seconded to grant a Certificate of Appropriateness for the new sign faces for Hair Masters, 5810 Monroe Street as shown on the photographs submitted with app. no. 6-2012. Vote being: Stough, Lindsley, Marciniak (3) aye; (0) nay. Motion passed by a 3 to 0 vote.

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

Submitted by,



Barbara Taylor, Secretary  
Municipal Planning Commission



B

# City Of Sylvania

DIVISION OF ZONING

ROBERT H. OBERLY, ZONING ADMINISTRATOR

February 13, 2012

Sylvania Area Historical Society  
Heritage Museum  
5717 N. Main St.  
Sylvania, OH 43560

Re: **Demolition Permit Application**  
**5736 Little Road**

Dear President:

This is to inform you that Burge Wrecking, agents for Roy Carter, has applied for a permit to demolish the house and out buildings at 5736 Little Road. The application was made on February 10, 2012, the permit may be issued thirty (30) days after the application is made or thirty days after the structure is posted for demolition.

During the 30-day period the owner of the property shall permit the Sylvania Historical Society, or a similar historic preservation organization, access to the structure to map, photograph, measure or otherwise preserve the history of said structure.

You may wish to contact Roy Carter at 5620 Little Road if the historical society wants to document the structure that is to be torn down. If you have any questions or need any additional information, please contact the zoning office at 419-885-8946.

Very truly yours,

Barbara Taylor  
Administrative Secretary

cc: Mayor Craig A. Stough  
James E. Moan  
Joyce Armstrong  
Margaret Lintner, Clerk of Council  
Rick Barricklow  
Applicant

# CITY OF SYLVANIA - DEMOLITION PERMIT

Date 2-10-12

Permit No. \_\_\_\_\_

No Zoning Certificate for demolition of any structure in Sylvania constructed more than fifty years prior to the request for Zoning Certificate for demolition shall be issued without the owner first posting on the exterior of the structure a sign stating the intent to demolish the premises thirty / ninety days prior to the commencement of demolition. The 30-day / 90-day period shall commence as of the later of the time of posting or thirty days from the date of application. During the 30-day / 90-day period, the owner shall permit the Sylvania Historical Society, of a similar historic preservation organization, access to the structure to map, photograph, measure or otherwise preserve the history of said structure.

This section shall not apply if immediate demolition is required for the preservation of public health, safety and welfare or if the Mayor should determine that the property is of no historical significance.

WE, the undersigned, owners or their representatives, of the following described property, do hereby apply to you for a Certificate of Zoning and for such use, based on the information hereinafter set out.

Street Address 5736 LITTLE RD

Legal Description 6.98 NE 1/4 N 240.02 FT S 1947.00 FT W 476 FT.

Property Zoned R-1

Demolition of Existing: \_\_\_\_\_

**Please Read and Initial - Other Conditions or Comments:** All utilities MUST be disconnected before the structure is torn down. The Contractor must notify all utilities and OUPS (Ohio Utility Protection Services) prior to disconnection of services. The Contractor is responsible to have a city Inspector present when the water and sewer are disconnected. A contractor must be licensed by the City of Sylvania to work on any sewer connected with the public sewers in the city.

Initial Here CB

Owner's Name - ROY CALTER

Submitted by - BOIDGE WRECKING LLC  
(individual or company)

Address - 750 W. STEPHAN LASKY RD TOL, OH 43612  
(street, city, state, zip code)

Telephone Number - 419-466-2971

Applicant's Signature 

\* - Approval - Utility Removal \_\_\_\_\_ Date \_\_\_\_\_

Issued by: Robert Oberly, Zoning Administrator \_\_\_\_\_ Date issued \_\_\_\_\_

Any certificate issued upon a false statement of any fact which is material to the issuances hereof shall be void.

Permit Fee \$ 1.00 1/2011



**Torch Award Winner**

• Trust • Performance • Integrity

Sylvania Area Family Services  
Non-Profit, 2010, BBB of NW OH & SW MI

*Providing Essential Services to the Sylvania Community!*

# Sylvania Area Family Services

"Strengthening Sylvania One Family at a Time"

C

**2012  
Board of Directors**

Gary Fitzpatrick  
*Chairman*

Lynn Melchert  
*Vice Chairman*

Linda Velandra  
*Treasurer*

Sr. Ann Carmen Barone  
*Secretary*

Chief Robert Boehme

Mike Brown

Dr. Milo Danzeisen

Bill Eickholt

Charles Estes

Dr. Phil Kallile

Dr. Kevin Knierim

Rick Melchert

Pat Mollenkamp

Brenda Mossing

Sgt. Justin Music

Scott Nelson

Tom Ramsdell

**STAFF**

**Executive Director**  
Jason Robertson

**Youth Program Director**  
Danielle Kisch

**Diversion Officer**  
Bob Kolasinski

**Administrative Assistant**  
Dottie Van Drieson

February 6, 2012

City of Sylvania  
Division of Treasury  
6730 Monroe St  
Sylvania, Ohio 43560

Dear Mr. Smith,

On behalf of Sylvania Area Family Services staff, its Board of Trustees, volunteers, and the families we serve.

With the generous support of gifts such as this, we will be able to assist individuals and families in the Sylvania community to meet their essentials needs and help them work toward a more productive future.

Thank you again for your donation of \$30,000.00.

Sincerely,

*Jason Robertson*

Jason Robertson  
Executive Director

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