

Sylvania City Council
May 16, 2011

- 5:00 p.m.** Informal presentation of projects by UT engineering students
5:30 p.m. Zoning & Annexation Committee - zoning code updates
7:00 p.m. Economic Development sub-Committee - JDRM study on underground utilities

7:30 p.m. Council Meeting

Agenda

1. Roll call.
2. Pledge of Allegiance to the United States of America led by Mayor Stough.
3. Additions to the agenda.
4. Approval of the May 2 meeting minutes.
5. Mayor's presentation of proclamation declaring May 16 as NW Ohio SCORE Day. The organization offers free business counseling.
6. Mayor's presentation of proclamation declaring Poppy Day May 27. Miss Poppy Autumn Fry will be present.
7. Proposed Ordinance 34-2011, entering into an environmental covenant on behalf of the City of Sylvania, Ohio with the Ohio Environmental Protection Agency relative to the Sylvania River Trail.
8. Proposed Ordinance 35-2011, accepting an easement from Louisville Title Agency for N.W. Ohio, Inc. trustee for the purpose of maintaining and installing a bike path.
9. Safe Routes to School project;
 - a. report from Service Director on Safe Routes to School project.
 - b. Proposed Ordinance 40-2011, accepting the proposal of DGL Consulting Engineers, LLC to prepare construction documents and signal warrants for the Safe Routes to School project.
10. Approval of items to be sold on GovDeals.com.
11. Committee reports.
12. Committee referrals.

Information

- A. Cash report for April from the Division of Taxation.
- B. Notice of several Council Committee meetings.
- C. Bank Reconciliation sheet for April 2011.
- D. Proposal from Creative Oxygen for marketing brochure.
- E. Minutes from the May 11th Board of Architectural Review meeting.

Minutes of the Meeting of Council
May 2, 2011

The Council of the City of Sylvania, Ohio met in regular session on Monday, May 2, 2011 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.

Mrs. Westphal 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.

- 6c. Easement distributed.
- 9a. Schedule committee meetings.
- 10a. Plummer Pool operating agreement.
11. Ordinance 37-2011.
12. Ordinance 38-2011.
13. Ordinance 39-2011.
14. Discussion on repairs to 6715 Maplewood.
15. Discussion on Landmark Homes designation.

Mr. Haynam moved, Mrs. Cappellini 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 April 18 minutes. Mr. Milner moved, Mr. Luetke 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 April 18, 2011 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 April 18 minutes.

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

Service Director Jeffrey Ballmer's report on the SOMO survey proposal was placed on file. Mr. Luetke presented and read aloud by title only, proposed Ordinance No. 33-2011, a written copy of same having been previously furnished to each member of Council, "Accepting the proposal of ESA to provide a topographical survey of the City owned property in the South of Monroe (SOMO) area; appropriating funds therefore in

Ordinance 33-2011, "Accepting the proposal of ESA...survey... SOMO..."

Minutes of the Meeting of Council
May 2, 2011

the amount of \$6,700; and declaring an emergency.” Mr. Luetke moved, Mr. Haynam seconded, that Council dispense with the Second and Third Readings of said Ordinance; roll call vote being: Haynam, Husman, Luetke, Milner, Westphal, Brown, Cappellini (7) yeas; (0) nays. The motion carried.

Mr. Luetke moved, Mrs. Husman seconded, that Ordinance No. 33-2011 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.

Law Director James Moan gave an update on the environmental covenant with the EPA for the Sylvania River Trail Project. He said he received a 55 page document earlier in the day, and has not entirely reviewed it. Mr. Luetke moved, Mr. Haynam seconded, to refer Ordinance Nos. 34-2011 and 35-2011, both regarding the River Trail Project, to a meeting of the Committee-of-the-Whole; roll call vote being: Luetke, Milner, Westphal, Brown, Cappellini, Haynam, Husman (7) yeas; (0) nays. The motion carried. Council will meet in Committee-of-the-Whole on May 6 at 4:00 p.m.

River Trail documents referred to May 6 Committee-of-the-Whole...

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

The Service Director’s report and recommendation for the repair and replacement of the storm sewer at Dave White Chevrolet was placed on file. Mr. Brown presented and read aloud by title only, proposed Ordinance No. 36-2011, a written copy of same having been previously furnished to each member of Council, “Accepting the proposal of Anderzack-Pitzen Construction, Inc., for the Dave White Chevrolet Storm Sewer Project; appropriating funds therefore in the amount of \$51,390; and declaring an emergency.” Mr. Brown moved, Mr. Milner 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 36-2011, “Accepting the proposal of Anderzack-Pitzen ...storm sewer repair...”

Mr. Brown moved, Mr. Haynam seconded, that Ordinance No. 36-2011 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 8.

Mayor Stough said the Administration has worked on the Miss Ohio signage, and Jeffrey Ballmer presented a mock-up of a proposed sign acknowledging Becky Minger as Miss Ohio. It will replace the Jamie Farr signs for one year as the tournament will

Miss Ohio signs.

Minutes of the Meeting of Council
May 2, 2011

not be played here this year. This signs will be installed six places along Monroe Street. Council concurred with the plan.

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

Mr. Luetke set a meeting of the Economic Development sub-Committee for May 16 at 7:00 p.m. to discuss the JDRM study on moving the utility wires underground along part of Monroe Street. Economic Dev. sub-Comm, May 16, 7:00 p.m.

Mr. Luetke set an Economic Development sub-Committee meeting on May 26 at 4:00 p.m. to consider the downtown retail market study by Boulevard Strategies. Econ. Dev. May 26, 4:00 p.m.

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

Mayor Stough reported that Sylvania Recreation Corporation is requesting an update of the Plummer Pool Operating Agreement with the City. Mr. Milner moved, Mr. Brown seconded, to refer the agreement to the Building & Grounds Committee; roll call vote being: Brown, Cappellini, Haynam, Husman, Luetke, Milner, Westphal (7) yeas; (0) nays. The motion carried. The Building & Grounds Committee will meet on May 9 at 8:00 a.m. Building & Grounds, May 9, 8:00 a.m.

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

Mr. Brown presented and read aloud by title only, proposed Ordinance No. 37-2011, a written copy of same having been previously furnished to each member of Council, "Accepting the bid of Kistler Ford for the furnishing of one 2011 Ford F-150 pick-up truck for the Division of Sewer, Department of Public Service in the amount of \$15,724; appropriating funds therefore; and declaring an emergency." Mr. Brown moved, Mr. Luetke 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. Ordinance 37-2011, "...Kistler Ford...Ford F-150 ..."

Mr. Brown moved, Mrs. Husman seconded, that Ordinance No. 37-2011 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 12.

Mr. Brown presented and read aloud by title only, proposed Ordinance No. 38-2011, a written copy of same having been previously furnished to each member of Council, "Accepting the proposal of Kistler Ford for the furnishing of two 2011 Ford F-150 Ordinance 38-2011, "...Kistler Ford...Ford F-150

Minutes of the Meeting of Council
May 2, 2011

4xs pick-up trucks, with trade-ins, for the Division of Water, Department of Public Service in the amount of \$27,422; appropriating funds therefore; and declaring an emergency.” Mr. Brown moved, Mr. Milner 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. ...”

Mr. Brown moved, Mrs. Husman seconded, that Ordinance No. 38-2011 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 13.

Mr. Brown presented and read aloud by title only, proposed Ordinance No. 39-2011, a written copy of same having been previously furnished to each member of Council, “Authorizing the Mayor and Director of Finance of the City of Sylvania to enter into an agreement with First Energy Solutions to provide lower cost electricity for the larger municipal electric loads; 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: Milner, Westphal, Brown, Cappellini, Haynam, Husman, Luetke (7) yeas; (0) nays. The motion carried. Ordinance 39-2011, “...agreement...First Energy Solutions ...municipal electric loads...”

Mr. Brown moved, Mrs. Husman seconded, that Ordinance No. 39-2011 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 14.

After discussion about the outside appearance of the city owned house at 6715 Maplewood, Mayor Stough said that a recommendation for repairs will be brought back at the next meeting for approval. 6715 Maplewood.

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

Mr. Luetke presented a proposal to create a “Landmark Homes” designation and protection for dwellings with architectural integrity and historical significance. The designation will be by voluntary participation of home owners. Council will meet in Committee-of-the-Whole at 8:00 a.m. on June 1 to consider the issue. Committee-of-the-Whole, June 1, 8:00 a.m.

Economic Development/Administrative Services Coordinator Bill Sanford reported that a group of engineering students at the University of Toledo were assigned a class UT engineering assignment.

Minutes of the Meeting of Council
May 2, 2011

project to study the South of Monroe (SOMO) District, and a sound system for the City of Sylvania. They will be in Council Chambers on Monday, May 16 at 5:00 p.m for an informal presentation of their projects.

Mayor Stough stated that all items on the agenda had been considered. Mr. Luetke moved, Mr. Brown seconded, that this meeting adjourn; all present voting yea (7); (0) nays. The motion carried and the meeting adjourned at 8:35 p.m. Adjournment.

Clerk of Council

Mayor

ORDINANCE NO. 34-2011

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AN ENVIRONMENTAL COVENANT ON BEHALF OF THE CITY OF SYLVANIA, OHIO WITH THE OHIO ENVIRONMENTAL PROTECTION AGENCY RELATIVE TO THE SYLVANIA RIVER TRAIL PROJECT; AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO SIGN SUCH A COVENANT ON BEHALF OF THE CITY OF SYLVANIA, OHIO; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Sylvania is planning to construct a trail along portions of Ten Mile Creek and through Harroun Park; and,

WHEREAS, inasmuch as the construction of the River Trail has environmental implications relating to wetlands, bank stabilization and other issues, JJR, LLC has been working with the Ohio Environmental Protection Agency (“EPA”) to obtain a 401 Water Quality Certification permit; and,

WHEREAS, as part of the permitting process from the Ohio EPA, we are required to enter into an Environmental Covenant with the Ohio EPA; and,

WHEREAS, the Environmental Covenant provides for mitigating the environmental impact on the City property and in conserving and protecting the physical, biological and chemical integrity of Ten Mile Creek; and,

WHEREAS, the Committee-of-the-Whole met on May 6, 2011 to review the Environmental Covenant and thereafter recommended approval of same; and,

WHEREAS, a copy of said Environmental Covenant is attached hereto as Exhibit A and made a part hereof.

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 to enter into an Environmental Covenant with the Ohio Environmental Protection Agency on behalf of the City of Sylvania.

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 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, Sections 11 and 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 Environmental Covenant should be entered into 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, _____, 2011, as an emergency measure.

ATTEST: _____
President of Council
APPROVED AS TO FORM:

Clerk of Council
APPROVED: _____
Director of Law

Mayor

Date

ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into pursuant to Ohio Revised Code ("R.C.") §§ 5301.80 to 5301.92 by the City of Sylvania, an Ohio municipal corporation (the "Owner" and "Holder"), having an address of 6730 Monroe St., Sylvania, OH 43560 and the Ohio Environmental Protection Agency ("Ohio EPA"), as a non-holder agency, for the purpose of subjecting certain property ("the Covenant Area") to the activity and use limitations set forth herein.

WHEREAS, the Owner is the owner in fee of certain real property, which contains the Covenant Area and is situated in Lucas County, Ohio, in the Ten Mile Creek watershed;

WHEREAS, the City of Sylvania has proposed to construct a certain project on certain other real property ("City Property"), also located in Lucas County, Ohio ("the Project"), which Project impacts certain surface water features located on the City Property and the approvals for which project required that City obtain a water quality certification pursuant to Section 401 of the Clean Water Act, 33 U.S.C. § 1344 from the Ohio EPA and Nationwide Permit ("NWP") coverage from the Army Corps of Engineers ("the Army Corps");

WHEREAS, in order to mitigate such impacts on the City Property and as a condition of being issued the 401 water quality certification [or state isolated wetland permit], Ohio EPA ID No. 103624 (the "401 Certification") and the NWP, the Army Corps and the Ohio EPA have required that the City obtain mitigation property and to protect this property in perpetuity with an environmental covenant;

WHEREAS, to meet the conditions in the 401 Certification, the City will construct and implement the mitigation requirements contained in the City's 401 Certification and the mitigation plan on a specific area ("the Covenant Area") of the Owner's property;

WHEREAS, the Covenant Area possesses substantial value in conserving and protecting the physical, biological and chemical integrity of Ten Mile Creek and is important in the protection of the existing or designated use of the waters of the state pursuant to § 303 of the Clean Water Act, 33 U.S.C. § 1313 and § 6111.041 of the Ohio Water Pollution Control Act. The specific conservation values (hereinafter "Conservation Values") of the Covenant Area have been documented in a document entitled "Wetland and Stream Mitigation Plan, Sylvania Township, Lucas County, Ohio, Ohio EPA File # 103624, April ____, 2011 "(the "Mitigation Plan").

WHEREAS, the City proposes to fulfill its obligation to ensure the Covenant Area and the Covenant Area's Conservation Values are protected in perpetuity by this Environmental Covenant.

Now therefore, Owner/Holder and Ohio EPA agree to the following:

1. Environmental Covenant. This instrument is an environmental covenant developed and executed pursuant to R.C. §§ 5301.80 to 5301.92.

2. Covenant Area. The Covenant Area is [*an approximately ____ acre tract of real property; OR real property parcels numbered _____*], located at ____, in Lucas County, Ohio, and more particularly described in Exhibit A [narrative] and Exhibit B [map] attached hereto and hereby incorporated by reference herein ("the Covenant Area").

3. The Owner/Holder is the fee simple owner of the Covenant Area and the holder of this Environmental Covenant.

4. Activity and Use Limitations. As part of the conditions set forth in the 401 Certification issued to the City of Sylvania and given the conservation values of the Covenant Area, the Owner hereby imposes and agrees to comply with the following activity and use limitations on the Covenant Area:

- a. Division: Any division or subdivision of the Covenant Area is prohibited;
- b. Commercial Activities: Commercial development or industrial activity on the Covenant Area is prohibited;
- c. Construction: The placement or construction of any man-made modifications such as buildings, structures, fences, roads and parking lots on the Covenant Area is prohibited, other than construction activities that are authorized by the 401 mitigation plan approved by the Ohio EPA;
- d. Cutting and Other Control of Vegetation: Any cutting of trees, ground cover or vegetation, or destroying by means of herbicides or pesticides on the Covenant Area is prohibited, other than the removal or control of invasive and noxious species and control activities that are authorized by the 401 mitigation plan approved by the Ohio EPA;
- e. Dumping: Waste, garbage and unsightly or offensive materials are not permitted and may not be accumulated on the Covenant Area; and

- f. Water Courses: Natural water courses and streams and adjacent riparian buffers may not be dredged, straightened, filled, channelized, impeded, diverted or otherwise altered on the Covenant Area, other than as part of activities that are authorized by the 401 mitigation plan approved by the Ohio EPA.

5. Running with the Land. This Environmental Covenant shall be binding upon the Owner and all assigns and successors in interest, including any Transferee, and shall run with the land, pursuant to R.C. § 5301.85, subject to amendment or termination as set forth herein. The term "Transferee" as used in this Environmental Covenant, shall mean any future owner of any interest in the Covenant Area or any portion thereof, including, but not limited to, owners of an interest in fee simple, mortgagees, easement holders, and/or lessees.

6. Compliance Enforcement. Compliance with this Environmental Covenant may be enforced pursuant to R.C. § 5301.91 or other applicable law. Failure to timely enforce compliance with this Environmental Covenant or the use limitations contained herein by any party shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the party's right to take action to enforce any provision of this Covenant. Nothing in this Environmental Covenant shall restrict the Director of Ohio EPA from exercising any authority under applicable law in order to protect public health or safety or the environment.

7. Rights of Access. Owner hereby grants to Ohio EPA, its agents, contractors, and employees and the Holder or its agents the right of access to the Covenant Area in connection with the implementation or Enforcement of this Environmental Covenant.

8. Compliance Reporting. Owner and any Transferee shall submit to Ohio EPA, upon request by the Ohio EPA, written documentation verifying that the activity and use limitations remain in place and are being complied with.

9. Notice upon Conveyance. Each instrument hereafter conveying any interest in the Covenant Area or any portion of the Covenant Area shall contain a notice of the activity and use limitations set forth in this Environmental Covenant, and provide the recorded location of this Environmental Covenant. The notice shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED _____, 2011, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE LUCAS COUNTY RECORDER ON _____, 2011, IN [DOCUMENT _____,] THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

[In the notice, restate restrictions from Paragraph 4 of this Covenant]

Owner shall notify Ohio EPA within ten (10) days after each conveyance of an interest in any portion of the Covenant Area. Owner's notice shall include the name, address and telephone number of the Transferee, and a copy of the original document that imposed restrictions on the Covenant Area.

10. Representations and Warranties. Owner hereby represents and warrants to the other signatories hereto:

- a. that the Owner is the sole owner of the Covenant Area;
- b. that the Owner holds fee simple title to the Covenant Area that is free, clear and unencumbered and, for example, is not subject to any utility, road or other easement;
- c. that the Owner has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder; and
- d. that this Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which Owner is a party or by which Owner may be bound or affected.

11. Amendment or Termination. This Environmental Covenant may be amended or terminated only by consent of all of the following: the Owner/Holder or a Transferee and the Ohio EPA, pursuant to R.C. §§ 5301.89 or 5301.90 and other applicable law. "Amendment" means any changes to the Environmental Covenant, including the activity and use limitations set forth herein, or the elimination of one or more activity and use limitations when there is at least one limitation remaining. "Termination" means the elimination of all activity and use limitations set forth herein and all other obligations under this Environmental Covenant. Amendment or termination shall not affect the City's obligations pursuant to the 401 Certification.

This Environmental Covenant may be amended or terminated only by a written instrument duly executed by the Director of Ohio EPA, the Holder/Owner, or Transferee of the Covenant Area or portion thereof, as applicable. Within thirty (30) days of signature by all requisite parties on any amendment or termination of this Environmental Covenant, the Owner or Transferee shall file such instrument for recording with the Lucas County Recorder's Office, and shall provide a true copy of the recorded instrument to Ohio EPA.

12. Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

13. Governing Law. This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Ohio.

14. Recordation. Within thirty (30) days after the date of the final required signature upon this Environmental Covenant, the Owner shall file this Environmental Covenant for recording, in the same manner as a deed to the property, with the Lucas County Recorder's Office.

15. Effective Date. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded as a deed record for the Covenant Area with the Lucas County Recorder.

16. Distribution of Environmental Covenant. The Owner shall distribute a file- and date-stamped copy of the recorded Environmental Covenant to: the Ohio EPA [and any other person designated by Ohio EPA; see ORC § 5301.83].

17. Notice. Unless otherwise notified in writing by or on behalf of the current owner or Ohio EPA, any document or communication required by this Environmental Covenant shall be submitted to:

[title or position]
Division of [_____]
Ohio EPA
P.O. Box 1049
Columbus, Ohio 43216-1049

City of Sylvania
6730 Monroe St.
Sylvania, OH 43560

18. Counterparts. This Covenant may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same Covenant.

The undersigned representatives of the Owner/Holder represents and certifies that they are authorized to execute this Environmental Covenant.

OHIO ENVIRONMENTAL PROTECTION AGENCY

By: _____
Director

Date: _____

State of Ohio)
) ss:
County of Franklin)

Before me, a notary public, in and for said county and state, personally appeared _____, the Director of Ohio EPA, who acknowledged to me that *[he/she]* did execute the foregoing instrument on behalf of Ohio EPA.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this ____ day of _____, 2011.

Notary Public

ORDINANCE NO. 35-2011

ACCEPTING AN EASEMENT FROM LOUISVILLE TITLE AGENCY FOR N.W. OHIO, INC., TRUSTEE FOR THE PURPOSE OF MAINTAINING AND INSTALLING A BIKE PATH; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Sylvania desires to construct, install and maintain a bike path over a portion of Louisville Title Agency for N.W. Ohio, Inc., Trustee's property located at 5520 Main St., Sylvania, Ohio; and,

WHEREAS, the Director of Law has obtained the necessary easement from Louisville Title Agency for N.W. Ohio, Inc., which easement has been executed and tendered to the City of Sylvania and a copy of said easement in the form and substance of "Exhibit A" is attached hereto and made a part hereof; and,

WHEREAS, the Committee-of-the-Whole met on May 6, 2011 to review the Easement and thereafter recommended approval of same.

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

SECTION 1. That the easement as to executed and tendered as described on "Exhibit A" be, and the same hereby is, accepted from Louisville Title Agency for N.W. Ohio, Inc., the grantor therein.

SECTION 2. That the easement area identified and described in said easement as set forth on "Exhibit A" be, and the same hereby is, dedicated for the respective public purposes expresses in said easement.

SECTION 3. That the Director of Law is hereby directed to deliver the recorded easement document to the Director of Finance for retention by him as custodian of the records of this City.

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 installation of the hike and bike path should proceed without further delay. 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, _____, 2011, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

EASEMENT AGREEMENT

This Easement Agreement (“Agreement”) is made as of May ____, 2011 (“Effective Date”) by and between **Louisville Title Agency for N.W. Ohio, Inc., Trustee**, an Ohio corporation, whose address is 626 Madison Avenue, Toledo, Ohio 43604 (“Grantor”), and the **City of Sylvania**, an Ohio municipal corporation, whose address is 6730 Monroe Street, Sylvania, Ohio 43560 (“Grantee”).

A. Grantor is the owner of the real property comprising approximately 1.797 acres of land and a 74-room hotel with associated parking and other amenities and improvements (the “Hotel”) located in the City of Sylvania, Lucas County, Ohio and legally described on Exhibit A attached hereto (collectively, the “Property”). The Property is adjacent to, and immediately to the north of, Ten Mile Creek (the “Creek”).

B. Grantee intends to construct and install a public hike and bike path (the “Bikeway”) extending from Main Street to Harroun Road along the southerly boundary line of the Property and adjacent to the northerly bank of the Creek. The Bikeway is intended to enhance local, regional and national biking and recreational opportunities for the general public and to protect the natural open space and environmentally significant areas associated with the Creek.

C. The parties have agreed that Grantor will convey, and Grantee will accept, an easement for the development, construction, improvement, maintenance, repair and replacement of the Bikeway over a strip of land comprising approximately 0.24 acres along the southerly boundary line of the Property as legally described on Exhibit B attached hereto (the “Easement Area”). The Easement Area is further shown and depicted on the drawing attached hereto as Exhibit C (the “Drawing”).

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions herein contained, and for other good and valuable considerations, the parties agree as follows:

1. Grant of Easement. Grantor gives, grants, conveys and reserves to Grantee a perpetual, non-exclusive easement over, across, under and through the Easement Area for the purpose of (a) developing, constructing, installing, improving, using, maintaining, repairing and replacing the Bikeway, and (b) constructing, installing, using, maintaining, repairing and replacing underground _____ lines servicing the Easement Area and the Bikeway (collectively, the “Utility Lines”).

2. Permitted Uses. Subject to the provisions of this Agreement, the Easement Area and the Bikeway shall be used by the general public only for pedestrian, non-motorized, passive recreational trail purposes, such as walking, hiking, biking, jogging, running, snowshoeing and

cross-country skiing. Should any question arise regarding the proprietary of any use of the Easement Area or the Bikeway, this Agreement shall be construed liberally in favor of such use; provided, however, that Grantee, in its sole discretion, shall have the right to regulate or restrict uses (including but not limited to those specific uses listed above) which Grantee determines to be unsafe or otherwise detrimental to the continued vitality and use by the general public of the Easement Area and the Bikeway.

3. Construction of Bikeway and Utility Lines. Grantee shall, at Grantee's sole cost and expense, construct and install the Bikeway and the Utility Lines across and under the Easement Area at the locations indicated on the Drawing. The Bikeway and the Utility Lines shall be constructed in accordance with the detailed plans, drawings and specifications set forth and identified on Exhibit D attached hereto (the "Plans"); such construction shall be in accordance with all applicable local, state and federal laws, statutes, rules, regulations and orders (collectively, the "Laws"); and Grantee at all times shall keep the Property free and clear of mechanic's liens or other claims of any kind or nature. Grantee shall also cooperate and work with Grantor in connection with (a) the scheduling of all work related to the installation, construction, maintenance, repair and/or replacement of the Bikeway and the Utility Lines, (b) the implementation of safety measures designed to protect guests and invitees of the Hotel and members of the public, and (c) such other matters as may be agreed to by the parties.

4. Maintenance of Bikeway and Utility Lines. Grantee shall, at Grantee's sole cost and expense, maintain, repair and replace the Easement Area, the Bikeway and the Utility Lines, and at all times keep the Easement Area, the Bikeway and the Utility Lines in a clean, safe and first-class condition. All maintenance, repair and replacement work on the Bikeway and the Utility Lines shall be performed in a good and workmanlike manner and in compliance with all applicable Laws, and Grantee at all times shall keep the Property free and clear of mechanic's liens or other claims of any kind or nature.

5. Security. Grantor acknowledges and agrees that Grantee is not undertaking to provide any patrols, monitoring or other security services (except for customary work safety and security procedures during the construction process) with respect to the Easement Area and the Bikeway, and that Grantee has not assumed or agreed to insure against or to indemnify Grantor or any other person against damages or expenses arising from injuries to persons or property except as otherwise set forth in this Agreement. However, nothing in this Agreement shall prevent Grantor from providing surveillance or other Hotel security services within the Easement Area.

6. Covenants of Grantor. Grantor shall not construct or place gates, advertising signs, billboards or other advertising materials or other structures within the Easement Area, or otherwise block or obstruct the rights of Grantee and the general public to use the Easement Area and the Bikeway as provided in this Agreement. However, all rights and uses of the Easement Area not expressly granted herein to Grantee are reserved to Grantor.

7. Easement Runs with Land; Successors and Assigns. The easements and covenants herein contained shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; and it is agreed that the parties hereto and their successors and assigns in ownership of the Property and/or the easement rights hereunder, respectively, shall not be liable for any acts, omissions or defaults unless such acts, omissions or defaults occur during the period of ownership of such party or future owner.

8. Termination or Amendment.

- (a) Notwithstanding anything else contained herein, this Agreement and all rights, duties and obligations hereunder shall automatically terminate (i) at such time, if any, as Grantee has failed to construct, install, use, maintain, repair and/or replace the Bikeway and the Utility Lines for a continuous period of eighteen (18) months, or (ii) upon Grantor's exercise of its termination right set forth in Exhibit D attached hereto. In such case, Grantor and Grantee shall immediately execute a termination agreement and record the same in the land records of Lucas County, Ohio.
- (b) In the event that Grantee determines that the Bikeway is no longer necessary or desirable, the Grantee shall have the right to terminate this Agreement upon one hundred eighty (180) days' prior written notice to Grantor, in which event (i) Grantor and Grantee shall immediately execute a termination agreement and record the same in the land records of Lucas County, Ohio, and (ii) not later than one hundred eighty (180) days after Grantee's notice of termination, Grantee shall remove the Bikeway improvements and the Utility Lines from Easement Area and restore the Easement Area to the same general condition as existed prior to the Effective Date.
- (c) Except as set forth in (a) and (b) above, this Agreement may only be amended or terminated by a written instrument signed by Grantor and Grantee and recorded in the land records of Lucas County, Ohio.

9. Indemnification. Grantee shall defend, indemnify and hold harmless the Grantor from and against any and all actions, claims, demands, liabilities, damages, costs and expenses, including court costs and reasonable attorney fees, imposed on or incurred by Grantor as a result or consequence of (a) any act or omission on the part of Grantee, or anyone acting on behalf of Grantee, in the exercise of its rights under this Agreement, or (b) Grantee's failure to observe any applicable safety, health or environmental regulations or other Laws relating to the Easement Area, the Bikeway or the Utility Lines.

10. Insurance. On and after the Effective Date, Grantee shall procure and maintain commercial general liability insurance, including blanket contractual liability coverage, with a financially responsible insurer authorized to do business in the State of Ohio in amounts not less than \$1,000,000 per occurrence and not less than \$5,000,000 in the aggregate, with respect to occurrences or events upon or relating to the construction, installation, repair, maintenance and replacement of the Bikeway or the Utility Lines and with respect to uses, occurrences or events on or within the Bikeway or the Easement Area or caused by users of the Bikeway or the Easement Area or by Grantee. Such insurance shall (a) provide primary coverage, (b) name the Grantor and all mortgagees of the Property as additional insureds, and (c) provide that the insurer will deliver written notice to the Grantor and any mortgagees not less than thirty (30) days before any expiration, cancellation or modification of such insurance. Grantee shall

furnish Grantor with certificates evidencing such insurance on the Effective Date and not later than ten (10) days prior to any and all renewals thereof.

11. Non-Merger. The rights contained herein and the benefits and burdens herein placed upon the Property and the Easement Area shall continue and not terminate by merger or otherwise in the event that Grantee should acquire fee simple title to any interest in the Property.

12. Notices. All notices, demands or other communications (collectively, "Notices") required or permitted under this Agreement shall be either hand delivered, mailed by certified mail or sent by nationally recognized overnight courier to Grantee or Grantor at their addresses first set forth above, or at such other addresses as may be designated by Grantor or Grantee as specified herein from time to time. All Notices shall be effective upon the earlier of actual receipt, three (3) days after mailing by certified mail, or one (1) day after being sent by nationally recognized overnight courier.

13. Miscellaneous. If any provision of this Agreement is found to be invalid, the remainder of its provisions shall not be affected thereby. All recitals and exhibits contained in this Agreement are attached hereto and incorporated into this Agreement by reference and made a part hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute but one and the same document. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Agreement, and the same shall remain in full force and effect. This Agreement shall be governed by the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties have executed this Agreement through their respective duly authorized representatives as of the Effective Date.

LOUISVILLE TITLE AGENCY FOR N.W. OHIO, INC., TRUSTEE

By: _____

Its: _____

CITY OF SYLVANIA, OHIO

By: _____

Craig A. Stough, Mayor

By: _____

Scott S. Smith, Director of Finance

Approved:

James E. Moan, Director of Law

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by _____, the _____, of Louisville Title Agency for N.W. Ohio, Inc., Trustee, an Ohio corporation, on behalf of the corporation.

Notary Public

My Commission Expires: _____

[SEAL]

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by Craig A. Stough, the Mayor, and by Scott S. Smith, the Director of Finance, of the City of Sylvania, an Ohio municipal corporation, on behalf of the corporation.

Notary Public

My Commission Expires: _____

[SEAL]

THIS INSTRUMENT PREPARED BY:

Joseph A. Rideout, Esq.
Shumaker, Loop & Kendrick, LLP
1000 Jackson Street
Toledo, Ohio 43604-5573

and

Leslie B. Brinning, Esq.
Lydy & Moan, Ltd.
4930 N. Holland-Sylvania Road, Suite 1
Sylvania, Ohio 43560-2149

EXHIBIT A

(Property)

Exhibit A

A parcel of land being part of Lots one (1), four (4), two hundred ten (210) and two hundred eleven (211), and also all of Lot five (5) in Block thirty-four (34), as shown on the map of Sylvania, as recorded in Volume B-2, page 103, Lucas County Plat Records and also being part of the Northwest one-quarter (1/4) of Section ten (10), Town nine (9) South, Range six (6) East, all being in the City of Sylvania, Lucas County, Ohio said parcel of land being bounded and described as follows:

Commencing at the intersection of the centerline of Monroe Street, as it now exists, with the centerline of South Main Street, as it now exists, said point of intersection being marked with a found PK nail;

Thence in a Southerly direction along the said centerline of South Main Street, as it now exists, having an assumed bearing of South zero (00) degrees, forty-one (41) minutes, forty-two (42) seconds West, passing through a found railroad spike at a distance of five and seventy-six hundredths (5.76) feet, a distance of one hundred forty-five and fifteen hundredths (145.15) feet to point;

Thence South eighty-nine (89) degrees, eighteen (18) minutes, eighteen (18) seconds East along a line drawn perpendicular to said centerline of South Main Street, as it now exists, a distance of thirty-six and thirty-eight hundredths (36.38) feet to the intersection of the Easterly right-of-way line of South Main Street, said point of intersection being the True Point of Beginning, said point of intersection being marked with a set capped iron rebar;

Thence continuing South eighty-nine (89) degrees, eighteen (18) minutes, eighteen (18) seconds East along said line drawn perpendicular to the centerline of South Main Street, a distance of one hundred thirty-six and thirty-eight hundredths (136.38) feet to the intersection of a line drawn parallel with the said centerline of South Main Street, said point of intersection being marked with a set capped iron rebar.

Thence South zero (00) degrees, forty-one (41) minutes, forty-two (42) seconds West along said line drawn parallel with the centerline of South Main Street, a distance of eighty-seven and twenty-one hundredths (87.21) feet to the intersection of the Southerly line of the former Toledo and Western Railway Company, said point of intersection being marked with a set capped iron rebar;

Thence North seventy-four (74) degrees, fourteen (14) minutes, fifty-five (55) seconds East along said Southerly line of the former Toledo and Western Railway Company, a distance of one hundred forty-seven and sixty-six hundredths (147.66) feet to the intersection of a line drawn two hundred seventy-eight and zero hundredths (278.00) feet Easterly of and parallel with said Easterly right-of-way line of South Main Street, said point of intersection being marked with a set capped iron rebar;

Thence South zero (00) degrees, forty-one (41) minutes, forty-two (42) seconds West along said line drawn two hundred seventy-eight and zero hundredths (278.00) feet Easterly of and parallel with the Easterly right-of-way line of South Main Street, passing through a set capped iron rebar at a distance of two hundred thirty-four and seventy-one hundredths (234.71) feet, a distance of two hundred eighty-five and forty-eight hundredths (285.48) feet to the intersection of a line drawn ten and zero hundredths (10.00) feet Northerly of and parallel with the centerline of Ten Mile Creek;

Thence North eighty-two (82) degrees, fifty-two (52) minutes, fifty-eight (58) seconds West along said line drawn ten and zero hundredths (10.00) feet Northerly of and parallel with the centerline of Ten Mile Creek, a distance of one hundred forty-seven and ninety-six hundredths (147.96) feet to an angle point in said line drawn ten and zero hundredths (10.00) feet Northerly of and parallel with the centerline of Ten Mile Creek;

Thence South eighty-eight (88) degrees, seventeen (17) minutes, forty-seven (47) seconds West along said line drawn ten and zero hundredths (10.00) feet Northerly of and parallel with the centerline of Ten Mile Creek, a distance of one hundred twenty-one and seven hundredths (121.07) feet to the intersection of a line drawn ten and zero hundredths (10.00) feet Easterly of and parallel with said Easterly right-of-way line of South Main Street;

Thence North zero (00) degrees, forty-one (41) minutes, forty-two (42) seconds East along said line drawn ten and zero hundredths (10.00) feet Easterly of and parallel with the Easterly right-of-way line of South Main Street, passing through a set capped iron rebar at a distance of fifty-seven and eighty-eight hundredths (57.88) feet, a distance of one hundred twenty-nine and fifty-seven hundredths (129.57) feet to the intersection of a line drawn perpendicular to said Easterly right-of-way line of South Main Street, said point of intersection being marked with a set capped iron rebar;

Thence North eighty-nine (89) degrees, eighteen (18) minutes, eighteen (18) seconds West along said line drawn perpendicular to the Easterly right-of-way line of South Main Street, a distance of ten and zero hundredths (10.00) feet to the intersection of the said Easterly right-of-way line of South Main Street, said point of intersection being marked with a set capped iron rebar;

Thence North zero (00) degrees, forty-one (41) minutes, forty-two (42) seconds East along said Easterly right-of-way line of South Main Street, a distance of one hundred eighty-nine and eighty-four hundredths (189.84) feet to the True Point of Beginning.

The above described parcel of land contains an area of 78,275 square feet or 1.797 acres of land, more or less.

The bearings used hereon are based on an assumed meridian and are for the express purpose of calculating angular measurement.

Said set capped iron rebar being a one-half (1/2) inch diameter and thirty (30) inch long iron rebar with plastic cap stamped "PS 6842".

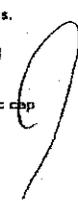


EXHIBIT B

(Easement Area)

EASEMENT EXHIBIT

WINGATE HOTEL, ASSESSOR'S NO. 45-013-077
EASEMENT DESCRIPTION

All that part of the Northwest 1/4 of Section 10, T9N, R6E, City of Sylvania, Lucas County, Ohio, being described as follows:

Commencing at a railroad spike at the intersection of the centerline of Monroe Street with the centerline of South Main Street, being part of the Northwest 1/4 of Section 10, T9S, R6E, City of Sylvania, Lucas County, Ohio;

thence Southerly along the centerline of South Main Street, S00°41'42"W 373.35 feet to a point on the centerline of South Main Street;

thence S89°18'18"E 47.14 feet, through the Easterly right of way of said South Main Street to a corner on the Westerly line of property described in Assessor's Number 45-013-077 for a POINT OF BEGINNING;

thence S89°18'18"E 9.87 feet to a point;

thence Southerly parallel with the centerline of South Main Street, S00°41'42"W 47.58 feet to a point;

thence S89°18'18"E 258.01 feet to a point on a line drawn parallel and easterly 315.12 feet from the centerline of South Main Street, to a point;

thence Southerly along a line drawn parallel and easterly 315.12 feet from the centerline of South Main Street, S00°41'42"W 49.34 feet, to a point;

thence N82°52'52"W 147.84 feet to a point;

thence S88°17'53"W 121.07 feet to a point lying 47.15 feet distant from the centerline of South Main Street to a point;

thence Northerly parallel with the centerline of South Main Street, N00°41'42"E 85.44 feet to the Point of Beginning;

Containing 0.24 Acres of land, 10,776.93 Square Feet, more or less.

Description prepared by:

John K. Piatt

JOHN K. PIATT
Ohio Professional Surveyor S-8465



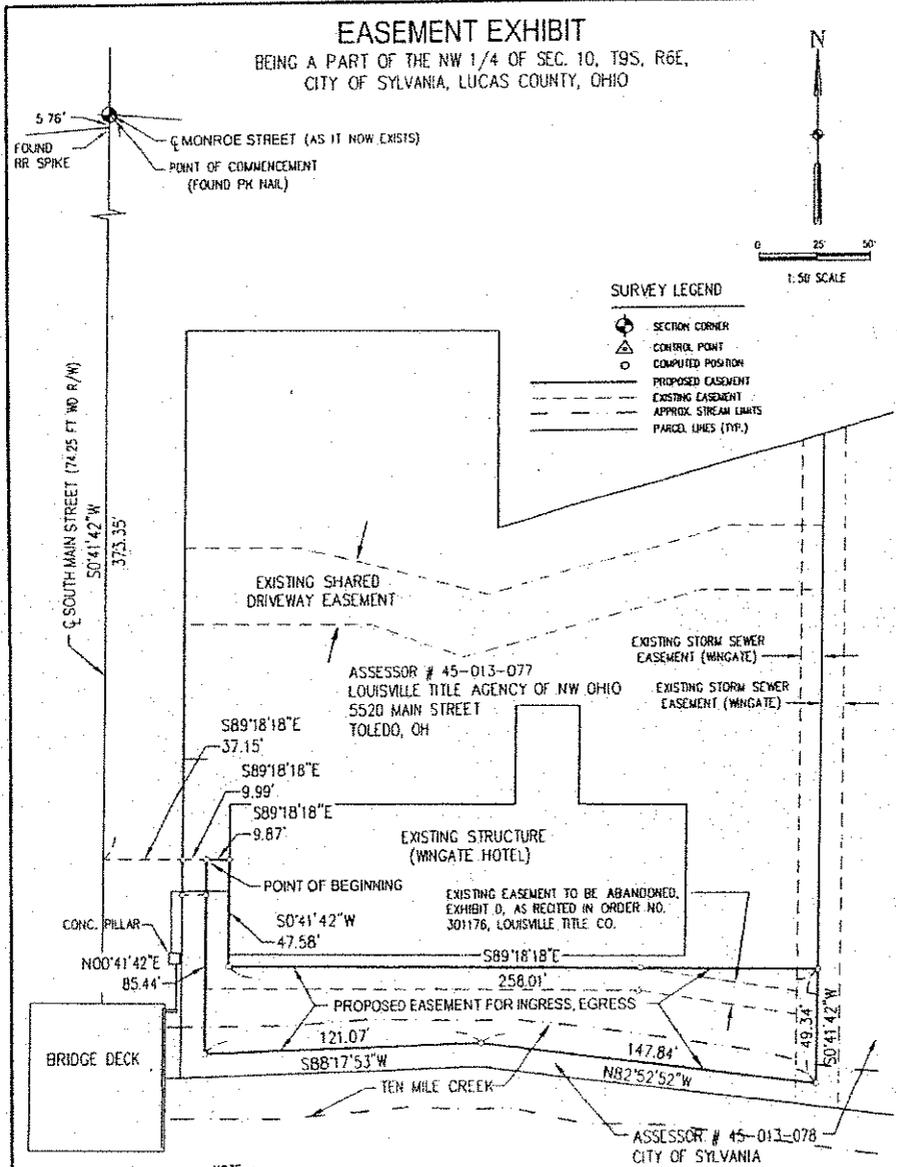
11/03/2010
DATE

CLIENT		CITY OF SYLVANIA	
SECTION	10	CITY OF SYLVANIA	LUCAS COUNTY, STATE OF OHIO
JJR	landscape architecture	JOB NO. 50193-008	PAGE 2 OF 2
	planning	DRAWN JKP	DATE 6/08/2010
	urban design	JJR, LLC 110 MILLER AVENUE ANN ARBOR, MI 48104	
	civil engineering	734 662 4457 T	734 662 0776 F www.jjr-us.com
environmental science			

EXHIBIT C

EASEMENT EXHIBIT

BEING A PART OF THE NW 1/4 OF SEC. 10, T9S, R6E,
CITY OF SYLVANIA, LUCAS COUNTY, OHIO



NOTE:
THIS EASEMENT WAS PREPARED FROM ACTUAL
FIELD MEASUREMENTS, IN NOVEMBER 2009, AND
REVIEW OF RECORD PLAN INFORMATION. THIS
DOCUMENT DOES NOT REPRESENT A BOUNDARY
SURVEY, PURSUANT TO OAC 4733-37.

CERTIFICATE

I hereby certify that the foregoing Easement Exhibit Survey was prepared from actual field measurements and record information, in partial accordance with Chapter 4733-38, Ohio Administrative Code, as delineating a proposed easement, not a boundary survey or conveyance of title, pursuant to Chapter 4733-37 of said code.

JJR, LLC

CLIENT	CITY OF SYLVANIA		
SECTION	10	CITY OF SYLVANIA	LUCAS COUNTY, STATE OF OHIO

JJR landscape architecture planning urban design civil engineering environmental science	JOB NO. 50193.000	PAGE 1 OF 2
	DRAWN JKP	DATE 6/08/2010
	JJR, LLC 110 MILLER AVENUE ANN ARBOR, MI 48104 734.662.4457 734.662.8778 www.jjr-us.com	

John K. Piatt
JOHN K. PIATT, PS

Ohio Professional Surveyor S-8465



EXHIBIT D

(Plans, Drawings and Specifications)

The Plans shall be approved and initialed by Grantor and Grantee, and shall include the following:

1. The Bikeway shall have capacity to accommodate a minimum of a 20,000 pound lift, assuming that the weight will be on the outside edges of the Bikeway.
2. All existing landscaping shall be removed and transplanted by Grantee to such location or locations on the Property as may be designated or selected by Grantor.
3. The Plans shall show elevations and topographical data for the areas of the Bikeway that are adjacent to the Hotel.
4. Grantor shall approve (a) the type and location of all guardrails or other installations that are intended to protect the Hotel and its windows from users of the Bikeway, (b) all plant materials that are used by Grantee within the Easement Area adjacent to the Hotel, and (c) all ground cover/rock/mulch that is located within the Easement Area adjacent to the Hotel.

In the event that the Plans are not approved and initialed by Grantor and Grantee on or before _____, 2011, Grantor shall have the right to cancel and terminate this Agreement by written notice to Grantee.



City Of Sylvania

DEPARTMENT OF PUBLIC SERVICE

JEFFREY P. BALLMER, PE, PS, DIRECTOR

May 6, 2011

To: The Mayor and Members of Sylvania City Council

Re: **Safe Routes to Schools**

Dear Mr. Mayor and Council Members:

With the notice from ODOT that our grant request to improve Highland, Maplewood, Sylvan and McCord Schools with signage, pavement markings, upgraded lights and other safety measures, our next step in the process is to hire a consultant to prepare the construction documents.

We have received a proposal in the amount of \$24,915 from DGL Consulting Engineers, LLC to prepare the construction documents and signal warrants for this project. The plans are to be done in about four months so that they can be submitted to ODOT for review and approval. This project would then be ready for bid in mid-2012.

We would recommend that the proposal from DGL Consulting Engineers, LLC in the amount of \$24,915 be accepted for the Safe Routes to Schools project.

Very truly yours,


Jeffrey P. Ballmer
Director of Public Service
tid

ORDINANCE NO. 40-2011

ACCEPTING THE PROPOSAL OF DGL CONSULTING ENGINEERS, LLC TO PREPARE CONSTRUCTION DOCUMENTS AND SIGNAL WARRANTS FOR THE SAFE ROUTES TO SCHOOLS PROJECT; APPROPRIATING FUNDS THEREFORE IN THE AMOUNT OF \$24,915; AND DECLARING AN EMERGENCY.

WHEREAS, Ordinance No. 100-2009, passed September 21, 2009, accepted the proposal of DGL Consulting Engineers, LLC to provide professional engineering services to complete a Safe Route to School – School Travel Plan for McCord, Highland, Maplewood and Sylvan Schools and appropriated Fifteen Thousand Dollars (\$15,000.00) for the completion of said study; and,

WHEREAS, Ordinance No. 64-2010, passed July 19, 2010, authorized the Mayor and Director of Finance to expend an additional \$10,000 to complete the Safe Route to School Travel Plan; and,

WHEREAS, the Director of Public Service, in a report dated May 6, 2011, indicated that as the City's grant was approved, the City can now proceed with hiring a consultant to prepare construction documents; and,

WHEREAS, the Director of Public Service has received a proposal from DGL Consulting Engineers, LLC to prepare the construction documents and signal warrants for this project; and,

WHEREAS, the Director of Public Service, in a report dated May 6, 2011, has recommended acceptance of the proposal of DGL Consulting Engineers, LLC to prepare construction documents and signal warrants for the Safe Route to School Project at a cost to the City of \$24,915.

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

SECTION 1. That the proposal of DGL Consulting Engineers, LLC in the amount of Twenty-Four Thousand Nine Hundred Fifteen Dollars (\$24,915.00), to prepare construction documents and signal warrants for the Safe Routes to Schools Project, is hereby accepted.

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

SECTION 3. That to provide funds for said services hereby authorized, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore appropriated to **Account No. 401-7110-53575 - McCord School Travel Plan** the total sum of Twenty-Four Thousand Nine Hundred Fifteen Dollars (\$24,915.00).

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 construction documents and signal warrants 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 the Charter.

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

Passed, _____, 2011, as an emergency measure.

ATTEST:

President of Council
APPROVED AS TO FORM:

Clerk of Council
APPROVED:

Director of Law

Mayor

Date



SYLVANIA POLICE DIVISION

6635 MAPLEWOOD AVE, SYLVANIA, OH 43560

INTER-OFFICE COMMUNICATION

05/05/2011

TO: Chief Rhodus
FROM: Ptlm Arvay
SUBJECT: Forfeited items

Chief,

I have a list of forfeited items to the PD for purposes of Auction.

01-11-0853 Yard Machine 18hp 42" cut Riding Lawnmower

01-10-1483 Elgin Watch gold color
Gold color ring with clear stones
Gold color chain style bracelet
Gold and silver colored bracelet

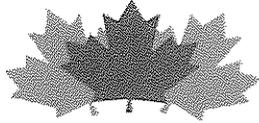
01-10-3565 Mens wrist watch Rolex (knock off)

All items have been court ordered forfeited to the PD for purposes of auction.

A legal notice was printed in the Toledo Blade notifying citizens to make a claim on the property if they are the owners. No persons came forward.

Respectfully,

Ptlm D. Arvay



City of Sylvania

DIVISION OF TAXATION
ANGELA J. KUHN, COMMISSIONER

May 3, 2011

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

Dear Mayor Stough and Council Members:

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

	Deposits	Refunds	Balance
April 30, 2011	\$1,464,677.10	\$19,049.56	\$1,445,627.54
April 30, 2010	\$1,376,043.19	\$28,867.78	\$1,347,175.41
Monthly Difference	\$88,633.91	-\$9,818.22	\$98,452.13
Year to Date 2011	\$3,499,822.01	\$45,690.37	\$3,454,131.64
Year to Date 2010	\$3,422,428.81	\$71,740.06	\$3,350,688.75
Yearly Difference	\$77,393.20	-\$26,049.69	\$103,442.89

Respectfully submitted,

Angela J. Kuhn
Tax Commissioner

c: Mr. Scott Smith, Finance Director



City Of Sylvania

SYLVANIA CITY COUNCIL
MARGARET LINTNER, MMC, CLERK

Notice of Committee Meetings Sylvania City Council

All meetings to be held in Council Chambers, located in the Police and Council Chambers Building, 6635 Maplewood Avenue, Sylvania, Ohio 43560

Friday May 6, 2011 4:00 p.m. Committee-of-the-Whole - consider the environmental covenant with the EPA, and the easement, both relating to the Sylvania River Trail Project, and any other business the committee members vote to discuss.

Monday May 9, 2011 8:00 a.m. Building & Grounds Committee - review the update of the Plummer Pool Operating Agreement with Sylvania Recreation Corporation, and any other business the committee members vote to discuss.

Monday May 16, 2011 5:30 p.m. Zoning & Annexation Committee - consider the Planning Commission's recommendation of the zoning code changes; and any other business the committee members vote to discuss.

Monday May 16, 2011 7:00 p.m. Economic Development sub-Committee - discuss the JDRM study on moving the utility wires underground along part of Monroe Street, and any other business the committee members vote to discuss.

Monday May 23, 2011 4:30 p.m. Zoning & Annexation Committee - if needed, for further consideration of the zoning code changes, and any other business the committee members vote to discuss.

Thursday May 26, 2011 4:00 p.m. Economic Development sub-Committee - consider the downtown retail market study by Boulevard Strategies, and any other business the committee members vote to discuss.

Wednesday June 1, 2011 8:00 a.m. Committee-of-the-Whole - consider the proposal to create a "Landmark Homes" designation and protection for dwellings with architectural integrity and historical significance, and any other business the committee members vote to discuss.

City of Sylvania

Bank Reconciliation

April 2011

CHECKBOOK BALANCE

Ending balance for March 2011	\$	22,528,731.41
Add: Monthly Receipts		2,479,441.46
Subtotal	\$	25,008,172.87
Less: Monthly Disbursements		1,860,795.19
Ending balance for April 2011	\$	23,147,377.68

Less:

Certificates of Deposit	\$	(1,000,000.00)
Star Ohio		(76,845.01)
Petty Cash (1)		(2,150.00)
Cemetery Savings		(1,062.86)
Toledo Community Fund		(26,545.75)
5/3rd Securities		(11,622,350.71)
SJS Account		(5,162,550.05)
PNC MoneyMarket		(2,022,453.18)
Key Bank Securities		(1,003,946.10)
Sylvania Township Bonds		(785,000.00)
	\$	1,444,474.02

Less:

\$ 1,444,474.02

(1)

Division of Public Service	\$	150.00
Department of Finance		200.00
Division of Water		400.00
Division of Police		200.00
Municipal Court		800.00
Division of Taxation		150.00
Division of Forestry		150.00
Division of Zoning		100.00

Petty Cash Balance \$ 2,150.00

BANK BALANCE

EOM 5/3rd Bank Balance	\$	1,744,972.14
Deposit in Transit		1,089.54

Subtotal \$ 1,746,061.68

Less: Outstanding Checks (2) 301,587.66

Adjusted Bank Balance \$ 1,444,474.02

(2)
March Outstanding Checks \$ 188,040.37

Checks written this month 1,000,815.99

Subtotal \$ 1,188,856.36

Checks Cleared (887,268.70)

February Outstanding Checks \$ 301,587.66



Treasurer, City of Sylvania

May 13, 2011

MEMO

To: Mayor Stough and City Council
Cc: Jim Moan/Scott Smith
Fm: Bill Sanford
Re: Marketing Brochure for the City of Sylvania Business Development

In October 2010 I presented information to the Committee of the Whole concerning developing a market piece for the city that I could use for Economic Development activities. I asked Creative Oxygen to submit this proposal.

It was decided to wait on this until the market study for the SOMO District was completed. The market study will be presented on Thursday, 5/26/11 to City Council so I would like to move forward on this contract with Creative Oxygen.

They will develop and print 500 brochures and folders that we will be able to use in promotion of the city for economic development related activities. These pieces will also coordinate what we now do with the Chamber of Commerce.

If you have any questions on this please let me know.



Proposal

SYL011108 — Marketing Brochure for City of Sylvania Business Development

May 4, 2011

Bill Sanford
Economic Development/Adm Services
City of Sylvania
6730 Monroe Street
Sylvania, OH 43560

Dear Bill:

Thank you for asking us to develop an estimate for your project. The following estimate represents what we think this assignment will cost, and is based on the specs and scope of the project as it has been discussed.

Project: SYL011108 — Marketing Materials for City of Sylvania Business Development

Description:	Communication Strategy Session (2 hours)	\$ 1,000.00
	Facilitate working session with key stakeholders to clarify goals and objectives. Outcome of this session will be the basis for development of the Marketing Communication Plan for The City of Sylvania.	
	Marketing Communications Plan	\$ 2,800.00
	Develop detailed communication plan which will include a summary of the values and attributes of The City of Sylvania, differentiations, and key messages. Research opportunities for ongoing marketing and PR.	
	Print Brochure	\$7,500.00
	For costing purposes the following assumptions for size, content and services have been made: Eight-page, full-color, 8 1/2" x 11" brochure focusing on business development	
	Presentation Folder for Print Materials	\$1,100.00
	For costing purposes the following assumptions for size, content and services have been made: 9" x 12", full-color, 2-pocket folder, die cuts as necessary	
	General ad template:	\$1,200.00
	Business development focus. Write and produce one standard ad size for event programs, sponsorships and business publications. (Production costs for other sizes/configurations of ad are additional.)	

(continued on page two)



Services: Fees for Brochure, Folder and Ad Template include:

- Design and production
- Existing photo research and coordination
- Copywriting
- Project Management
- Proofreading
- Print coordination and proofing
- Client meetings, including those via email and phone

Expenses: Printing for 500 brochures **\$1,200.00**
Printing for 500 presentation folders **\$1,350.00**
(Note: Printing costs will be billed directly to the City of Sylvania by the chosen vendor)
Photography for print materials and Proposals **\$3,500.00**

Client to supply: Digital files of logos in EPS, JPG or TIFF formats, existing appropriate photography, informational copy, approvals

Audience: Business Owners and Developers, Financial and Government entities, specific industry trade groups

Schedule: TBD

Total estimated fees: \$19,650.00

(Total for this proposal not to exceed \$22,000)

SYL011108 — Marketing Materials for City of Sylvania Business Development

Terms and conditions

Fixed fee — A fixed fee, which shall cover the project and services described at the beginning of this document, will be charged in the form of:

- A.) An initial 30% deposit to begin the project, due at time of signed estimate. (WAIVED for this project)
- B.) Progress invoices, which will be billed to you on the last day of the month until the project is complete.

Additions — Additional services required as the project progresses and not included in this estimate will be billed as extras. This could include any of the following unplanned-for services/expenses: layout changes and/or additions after approval, text revision after the first set of revisions, additional client/project meetings, additional press checks, photography, illustration, copywriting, editing, etc. We will notify the client if the project requires extra help to meet the deadline, or if the scope of the project changes due to client requests. We agree that we will not incur charges of more than 15% in excess of the fixed fee unless you have authorized such additional charges in writing.

Third party expenses — Where we use the services of a supplier to provide services to you, or purchase media on your behalf, and we pay for the services or media instead of you, you agree to pay us the cost of the supplier services together with a commission of 20%. Depending on our scope of work, these services may include mechanical and digital art costs (including typography, illustration, and photography), printing or reproduction costs (including proofs), news distribution costs (including photography, slide, and video production), research activities (including market research fees, on-line database charges, clipping services, and focus group costs), producer's, packager's, or construction fees, and third party spokesperson fees and expenses. We shall have the right to require reasonable assurance of the availability of your funds in advance of undertaking commitments on your behalf. If we anticipate incurring any large vendor expense over \$2500, we will bill you for this on a separate invoice prior to our obligation to pay this vendor. You agree to pay us within 10 days of receipt of these large vendor expenses only. _____(please initial here)

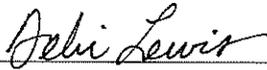
We will obtain your authorization before making any commitments for any expenditure in excess of \$1000 on your behalf.

Client Approval — We will make every reasonable effort to assure that the text, artwork, photos, and color of your communication materials are correct before printing. However, because we can never be as familiar as you are with your company, and as subjective decisions are often necessary, we require your approval at key intervals in the production process. Typically this includes signing off on layout direction, text drafts, typeset copy, and printing proofs.

Termination — Should you elect to cancel our work for you for reasons beyond our control (such as changes in your management, business conditions, or changes in programs or directions), or for any other reason without cause, you agree to pay us for all work performed by us on your behalf up until the receipt of your written termination notice.

We assume no legal or financial responsibility for content errors or omissions. It is the client's responsibility to have all documents, logos, and trademarks reviewed by legal counsel.

If this estimate meets with your approval, please sign this copy and mail or fax it to us. We will proceed with the project as outlined upon receipt of the signed estimate.

Debi Lewis  _____ Date May 4, 2011

Client _____ Date _____

Board of Architectural Review

Minutes of the regular meeting of May 11, 2011. Mr. Lindsley called the meeting to order.

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

Dr. Backus moved, Mr. Marciniak seconded to approve the Minutes of the April 13, 2011, meeting as submitted. Vote being: Lindsley, Marciniak, Backus (3) aye; (0) nay. Motion passed by a 3 to 0 vote.

Item 3 - Regulated Sign - app. no. 8-2011 requested by Steve Israel for Simply Sensational Aesthetic Dentistry, 5163 S. Main Street, Sylvania. Mr. Steve Israel present. They are replacing the sign face in the existing wall sign cabinet. The new sign face is the same size. The members agreed that the sign will look good at that location. The members liked the artist rendering with the plants and the wall painted the darker colors and they may want to consider changing the front of the building and adding a wall planter, but they would need to come to the board for approval. Mr. Marciniak moved, Dr. Backus seconded to give a Certificate of Appropriateness for the new sign face for Simple Sensational Aesthetic Dentistry at 5163 S. Main Street as presented and depicted on the drawing submitted with app. no. 8-2011. Vote being: Marciniak, Backus, Lindsley (3) aye; (0) nay. Motion passed by a 3 to 0 vote.

Item 4 - Regulated Sign - app. no. 9-2011 requested by A G I Signs for Vin Devers Mercedes Benz, 5570 Monroe Street, Sylvania. Mercedes Benz has proposed new sign faces with the Mercedes Benz star element on the existing pylon sign, adding two signs on the showroom, and a Mercedes Benz star logo sign over the service door. The pylon sign will be the 120 Series - #125 as shown on the drawing. The sign labeled R-1 with the additional signage below the star element and the area between the two poles enclosed is not acceptable because it exceeds the allowable sign square footage. Mr. Marciniak moved, Dr. Backus seconded to give a Certificate of Appropriateness for the replacement Mercedes Benz star element as depicted on the 120 Series - #125 on the pylon sign, the two new signs mounted on columns, identified as R2 and R5, and the R3 sign above the service door as depicted on the drawings submitted with app. no. 9-2011 requested by A G I Signs for Vin Devers Mercedes Benz, 5570 Monroe Street. Vote being: Backus, Lindsley, Marciniak (3) aye; (0) nay. Motion passed by a 3 to 0 vote.

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

Submitted by,



Barbara Taylor, Secretary
Municipal Planning Commission