

Sylvania City Council
Tuesday, September 4, 2012

6:30 p.m. Committee-of-the-Whole- budget review

7:30 p.m. Council Meeting
Agenda

1. Roll call.
2. Pledge of Allegiance to the United States of America led by Mr. Luetke.
3. Additions to the agenda.
4. Approval of the minutes of the August 20 meeting.
5. Report on TARTA and the City's transportation needs.
6. Proposed Ordinance 56-2012, granting the petition of the residents of Maple Drive for the installation of speed humps.
7. Proposed Ordinance 57-2012, authorizing a lease for Suite B in the Maplewood Market, 5703 Main Street.
8. Proposed Ordinance 58-2012, authorizing a lease for 5727 Main Street to be used as a retail store.
9. Zoning Ordinance Amendment Petition No. PD-2-2012, reconfigure a previously approved Planned Development; for referral to the Municipal Planning Commission.
10. Set the date and time for Trick or Treat in the City. October 31 is on Wednesday.
11. Whiteford Township Sewer Discharge Agreement - for committee referral.
12. Committee reports.
13. Committee referrals.

Minutes of the Meeting of Council
August 20, 2012

The Council of the City of Sylvania, Ohio met in regular session on Monday, August 20, 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.

Mrs. Husman 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 amendments to the agenda:

Amendments to the agenda.

- 3a. Introduction of new Finance Director.
- 5a. Move item 8 here.
- 5b. Service Director's reports on speed hump petitions.
- 6c. Service Director's report on project construction progress.
- 14a. Report on the July 31 C-O-W meeting.
- 14b. Report on the Parks & Forestry Committee's August 20 meeting.
- 14c. Report on the July 31 Zoning & Annexation Committee meeting.
- 14d. Report on the August 10 joint committee meeting regarding TARTA.
- 14e. Report on the August 10 Employee & Community Relations Committee meeting.
- 16. Council to adjourn to Executive Session to consider the sale of property.
- 17. Proposed Ordinance 55-2012.

Mrs. Westphal moved, Mr. Haynam 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 introduced Toby Schroyer who has been appointed Assistant Director of Finance. He will be the Director of Finance effective September 1 due to Scott Smith's anticipated August 31 retirement date.

Asst. Director of Finance.

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

Mrs. Westphal presented the July 16 minutes. Mrs. Westphal 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 July 16, 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 July 16 minutes.

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Mrs. Westphal presented the July 31 special meeting minutes. Mrs. Westphal moved, Mr. Milner seconded, that since the Mayor, members of Council, and others had been furnished copies of these minutes prior to this meeting, Council dispense with the reading of these minutes at this time, and the journal of the minutes of the special meeting of July 31, 2012 be approved as submitted, provided there are no amendments from other members of Council; roll call vote being: Haynam, Husman, Luetke, Milner, Westphal, Brown, Cappellini (7) yeas; (0) nays. The motion carried.

Approval of the July 31 special meeting minutes.

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

Claire Proctor, Executive Director, Sylvania Community Services, gave a brief update on the Sylvania Senior Center, noting that it is nationally accredited. Only 1% of senior centers have earned this designation. She said her main reason for the visit is for a presentation to Mayor Stough. Mon Taroy, President of the Participant Council, presented the Mayor with a leadership award for his advocacy for senior citizens in the Sylvania community.

Presentation of leadership award to Mayor Stough.

Economic Development/Adm. Services Coordinator Bill Sanford reported on the downtown plan and recommends utilizing Poggemeyer to obtain grants. Mr. Luetke presented and read aloud by title only, proposed Ordinance No. 49-2012, a written copy of same having been previously furnished to each member of Council, "An Ordinance approving and adopting the City of Sylvania's Comprehensive Downtown Market Strategy; and declaring an emergency." Mr. Luetke moved, Mrs. Westphal 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. Luetke moved, Mr. Milner seconded, that Ordinance No. 49-2012 be enacted as an emergency measure as declared therein. Mr. Haynam requested the statement "Council will pursue this with the anticipation of applying for a \$400,000 Tier 2 Grant" be included. Vote on the motion as amended by Mr. Haynam being: Luetke, Milner, Westphal, Brown, Cappellini, Haynam, Husman (7) yeas; (0) nays. The motion carried.

Service Director Kevin Aller reported on the results of the Maple Drive traffic study due to the speed hump petition from residents on that street. The only criteria that wasn't met was the existence of a major speeding problem. Mr. Milner moved, Mrs. Westphal seconded that since three out of four criteria are met, and the street had speed humps before it was repaved, to authorize legislation approving the installation of speed humps on Maple Drive as recommended by the Service Director. Dan Oberle,

Legislation authorized to install speed humps on Maple.

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5108 Maple, said that he is worried about the safety of the kids and neighbors by the people that do speed. Tim Sarver, 5055 Maple, noted that the speeders are bad, going well over the speed limit. The vote on the motion being: Husman, Luetke, Milner, Westphal, Brown, Cappellini, Haynam (7) yeas; (0) nays. The motion carried.

Mr. Aller explained his recommendation to deny speed humps on Orvieto, noting that the section is only 460 ft. long. Only two of the criteria were met, which is that the petition and post card returns for the humps were at least 80%, and the speed limit is 25 mph. Mr. Milner moved, Mrs. Westphal seconded, that based on the Service Director's report and recommendation, speed humps will not be installed on Orvieto; roll call vote being: Luetke, Milner, Westphal, Brown, Cappellini, Haynam, Husman (7) yeas; (0) nays. The motion carried.

Speed hump on Orvieto denied.

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

The Service Director's report and recommendation on the bids received for the Safe Routes to Schools project was placed on file. Mr. Milner presented and read aloud by title only, proposed Ordinance No. 47-2012, a written copy of same having been previously furnished to each member of Council, "Accepting the bid of Midwest Contracting, Inc., and awarding the contract for the Safe Routes to Schools Project to same; authorizing the expenditure for the improvements in the amount of \$212,662.20; appropriating funds therefore; and declaring an emergency"; and he noted that \$202,000 of the project cost is from ODOT funds. Mr. Milner 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 47-2012, "Accepting the bid of Midwest Contracting.. Safe Routes to Schools..."

Mr. Milner moved, Mrs. Westphal seconded, that Ordinance No. 47-2012 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.

Mr. Aller gave a brief project status update for the Whiteway light replacements, construction on the new elevated water tank, and the salt storage facility.

Project updates.

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

Mrs. Westphal presented and read aloud by title only, proposed Ordinance No. 48-2012, 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, Ohio, to enter into an agreement with the Sylvania School District for School Resource Officers; and declaring an emergency." Mrs. Westphal moved, Mr. Luetke seconded,

Ordinance 48-2012, "...agreement...Sylvania School...School Resource Officers

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that Council dispense with the Second and Third Readings of said Ordinance; roll call vote being: Brown, Cappellini, Haynam, Husman, Luetke, Milner, Westphal (7) yeas; (0) nays. The motion carried. ...”

Mrs. Westphal moved, Mr. Luetke seconded, that Ordinance No. 48-2012 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.

Item 8 was previously considered and Mayor Stough stated that Council will now consider agenda item 9.

Mrs. Westphal presented and read aloud by title only, proposed Ordinance No. 50-2012, 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 for Suburban Courts’ Services; appropriating \$25,000 therefore; and declaring an emergency.” Mrs. Westphal 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. Ordinance 50-2012, “...agreement...Suburban Court Services Program...”

Mrs. Westphal moved, Mrs. Husman seconded, that Ordinance No. 50-2012 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 10, and Mr. Milner moved, Mr. Luetke seconded, to excuse Mr. Haynam, at his request, due to a possible conflict with his law firm; roll call vote being: Luetke, Milner, Westphal, Brown, Cappellini, Husman (6) yeas; (0) nays. The motion carried. Haynam excused.

Mr. Brown presented and read aloud by title only, proposed Ordinance No. 51-2012, a written copy of same having been previously furnished to each member of Council, “Authorizing the Mayor and Director of Finance to enter into a Customer Supply Agreement with DPL Energy Resources, Inc., for the provision of electric energy to municipal consumers within the City of Sylvania; 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: Milner, Westphal, Brown, Cappellini, Husman, Luetke (6) yeas; (0) nays. The motion carried. Ordinance 51-2012, “...Customer Supply Agree...DPL Energy...Municipal Consumers...”

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Mr. Brown moved, Mr. Luetke seconded, that Ordinance No. 51-2012 be enacted as an emergency measure as declared therein; roll call vote being: Westphal, Brown, Cappellini, Husman, Luetke, Milner (6) yeas; (0) nays. The motion carried.

Mayor Stough stated that Council will now consider agenda item 11, and Mr. Haynam returned. Haynam returns.

Mr. Milner presented and read aloud by title only, proposed Ordinance No. 52-2012, a written copy of same having been previously furnished to each member of Council, "Ordinance approving the assessments heretofore authorized by Resolution No. 8-2012 for street lighting; levying said assessments; and declaring an emergency." Mr. Milner moved, Mr. Luetke seconded, that Council dispense with the Second and Third Reading of said Ordinance; roll call vote being: Brown, Cappellini, Haynam, Husman, Luetke, Milner, Westphal (7) yeas; (0) nays. The motion carried. Ordinance 52-2012, "...approving the assessments...street lighting..."

Mr. Milner moved, Mrs. Husman seconded, that Ordinance No. 52-2012 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.

Mr. Brown presented and read aloud by title only, proposed Ordinance No. 53-2012, a written copy of same having been previously furnished to each member of Council, "To assess a special tax upon the lots and lands described in the schedule referred to herein to pay a part of the cost and expense of providing for the construction, maintenance, repair, cleaning and enclosing open drainage ditches within the corporate limits of the City of Sylvania for the year ending December 31, 2012; and declaring an emergency." Mr. Brown moved, Mrs. Westphal 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. Ordinance 53-2012, "To assess a special tax... open drainage ditches..."

Mr. Brown moved, Mr. Milner seconded, that Ordinance No. 53-2012 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.

Mrs. Cappellini presented and read aloud by title only, proposed Ordinance No. 54-2012, a written copy of same having been previously furnished to each member of Council, "To assess a special tax upon the lots and lands described in the schedule referred to herein to pay a part of the cost and expense of providing for the removal and special treatment of shade trees for the purpose of controlling blight and disease of same; and for planting, maintaining, trimming and removing shade trees in and along the streets and within public right-of-way of the City for the year ending December 31, Ordinance 54-2012, "To assess a special tax... shade trees..."

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2012; and declaring an emergency.” Mrs. Cappellini moved, Mrs. Husman seconded, that Council dispense with the Second and Third Readings of said Ordinance; roll call vote being: Luetke, Milner, Westphal, Brown, Cappellini, Haynam, Husman (7) yeas; (0) nays. The motion carried.

Mrs. Cappellini moved, Mr. Brown seconded, that Ordinance No. 54-2012 be enacted as an emergency measure as declared therein; roll call vote being: Milner, Westphal, Brown, Cappellini, Haynam, Husman, Luetke (7) yeas; (0) nays. The motion carried.

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

Mayor Stough presented the list of items to be offered for sale. Mrs. Westphal moved, Mr. Milner seconded, to authorize the sale of items from the Police Division on GovDeals.com since they are no longer needed by the City; roll call vote being: Westphal, Brown, Cappellini, Haynam, Husman, Luetke, Milner (7) yeas; (0) nays. The motion carried. Items for GovDeals.com.

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

Mrs. Westphal moved, Mr. Luetke seconded, that no hearing be requested for the notice of the transfer of the D1, D2, D3, and D6 liquor license from Major Magic’s, 5838 Monroe St., to China One Restaurant, 5834 Monroe St., Suite L-M, being permit no. 6367841; roll call vote being: : Brown, Cappellini, Haynam, Husman, Luetke, Milner, Westphal (7) yeas; (0) nays. The motion carried. No objection to liquor permit transfer to China 1.

Mayor Stough stated that Council will now consider agenda item 14.

Mrs. Westphal reported that Council met in Committee-of-the-Whole on July 31 for continuing review of the budget, and the focus was the Parks & Forestry Department. The committee meets again on September 4 at 6:30 p.m. in Council Chambers. C-O-W report.

Mrs. Cappellini gave a brief report on this evening’s Parks & Forestry Committee meeting which considered refinement to their budget. Parks & Forestry Comm.

Mr. Haynam reported that the Zoning & Annexation Committee met on July 31 to discuss facade lighting. Three scenarios were considered, and draft legislation is being prepared. Zoning & Annex. Comm.

Mr. Luetke reported on the August 10 joint meeting of the Employee & Community Relations and Utilities & Environment Committees to consider the next steps on TARTA issues.

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TARTA. As requested at this meeting, Mr. Sanford will give a report to Council at the September 4 meeting on the true transportation needs for the City.

Mr. Luetke also said that the Employee & Community Relations Committee met after the joint meeting, and considered updates to the City's website. It lacks the ability to be compatible with smart phones. Mike Tansey will prepare a RFP to determine the costs.

Website update.

There were not items for 15 and Mayor Stough stated that Council will now consider agenda item 16.

At 9:05 p.m. Mrs. Westphal moved, Mr. Haynam seconded, to adjourn to Executive Session of Council to discuss the possible sale of property; roll call vote being: Cappellini, Haynam, Husman, Luetke, Milner, Westphal, Brown (7) yeas; (0) nays. The motion carried.

Executive Session.

At 9:56 p.m. Mrs. Westphal moved, Mr. Haynam seconded, to return to Regular Session of Council; roll call vote being: Haynam, Husman, Luetke, Milner, Westphal, Brown, Cappellini (7) yeas; (0) nays. The motion carried.

Regular Session.

Mayor Stough stated that Council considered the sale of city owned property during the Executive Session and no action was taken and none needs to be taken at this time.

Mayor Stough stated that Council will now consider agenda item 17.

Mrs. Westphal presented and read aloud by title only, proposed Ordinance No. 55-2012, a written copy of same having been previously furnished to each member of Council, "Authorizing the Mayor and Director of Finance to accept the proposal of JJR, LLC to provide professional planning services for the South of Monroe Street ("SOMO") Redevelopment Project; appropriating funds therefore in an amount not to exceed \$10,000; and declaring an emergency." Mrs. Westphal moved, Mrs. Husman seconded, that Council dispense with the Second and Third Readings of said Ordinance; roll call vote being: Husman, Luetke, Milner, Westphal, Brown, Cappellini, Haynam (7) yeas; (0) nays. The motion carried.

Ordinance 55-2012, "...JJR... professional planning services ...SOMO..."

Mrs. Westphal moved, Mr. Milner seconded, that Ordinance No. 55-2012 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.

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Mayor Stough stated that all items on the agenda had been considered. Mrs. Westphal moved, Mrs. Cappellini seconded, that this meeting adjourn; all present voting yea (7); (0) nays. The motion carried and the meeting adjourned at 10:00 p.m. Adjournment.

Clerk of Council

Mayor

Report on TARTA Services

September 4, 2012

To: Sylvania City Council

Prepared by: Bill Sanford

At the August 10th City Council Joint Committee meeting of Utilities and Environment and Employee and Community Relations, there was a discussion on TARTA Services in Sylvania.

Attached, please find information provided by TARTA that tells us more about who is using TARTA services in Sylvania. You can divide the TARTA services into three categories; Regular routes in the city, TARPS and Call-A-Ride.

Sylvania also receives shuttle service for Mudhen and Walleye games (Centennial Terrace to Downtown Toledo) and to Music Under the Stars.

I contacted entities in the City that use TARTA and received the following comments:

Lourdes University: Regular TARTA is used by some of their student population but they do not have a count of active users. Call-A-Ride is also utilized by students. Lourdes does want to have public transportation available to the student body as it connects them to the Greater Toledo area.

Ability Center: The Ability Center has a long history working with TARTA and currently is very supportive of the TARPS program. Five years ago they were frustrated with TARTA services but since then communication with TARTA has improved. Losing this service would significantly impact on who the Ability Center could serve. There are 4 – 5 TARP vehicles every night at the Center transporting clients to their facility. Two to three employees use TARTA to get to work.

Sylvania Municipal Court: People who need to appear in court are using Call-A-Ride to get to the court building. Wednesday is their busiest day as that is Public Defender day and there are programs at the court in the evening. Not having TARTA services would have an impact on the Court as it would make it harder for people to appear as required.

Flower Hospital: The hospital took a survey and 24% of the respondents answered that they use or know someone who uses TARTA to get to work. The same survey had 45% who believe that patients or visitors use TARTA to get to the hospital.

Kingston Care Center: Kingston has 2 – 3 employees who use TARTA to get to work. They have one resident and two family members who rely on TARPS transportation to allow them to travel away from the facility and to visit family at the facility.

Report on TARTA services

Page Two

Sylvania Schools: TARTA is not used for the general student population but the school system does contract with TARPS to transport 6 students who have special needs.

Josina Lott Residential and Community Services: Their mission is to enhance the lives of people with mental developmental disabilities. Rehabilitation and vocational programs take place at the River Crossing Facility. One third of their daily clients use TARPS (ten per day). Not having TARTA would be very detrimental to their program. TARPS enables their clientele to be independent which is a main goal of their programing.

Health Connections: Health Connections is a substance abuse and mental health counseling program located in Saxon Square. They have patients who use TARTA to get to their counseling sessions who would not be able to attend without TARTA.

Sylvania Senior Center: The Sylvania Senior Center utilizes both TARPS and Call-A-Ride. The Senior Center distributes free passes to Seniors 60 years and older primarily for transportation to the center for a meal. They are a nutrition site and during the week, Monday through Friday, 31 individuals used 158 of these passes in 2011 and there have been 34 individuals through July of 2012 using 123 bus passes. Not having TARTA would be a significant concern for the Sylvania Senior Center as people who rely on the meal would not be able to get to the center. The TARTA vehicles are more conducive to the Senior population than cabs. TARTA offers flexibility as to where they go in the community.

Other comments:

- TARTA has new scheduling software, that will be ready soon, which will help residents with public transportation.
- There has been dissatisfaction as to how TARTA has been run across the various communities served by TARTA but recently that has been changing as TARTA is responding quicker to concerns.
- Alternative service in Perrysburg was on the ballot in November, 2011. Sylvania Township is on the ballot this November and if it fails, they will not try to find an alternative. Rossford and Maumee are evaluating the situation as we are doing in Sylvania. Most would like to work to improve TARTA rather than find a replacement for TARTA.

I asked Jim Gee what would happen in the City of Sylvania if Sylvania Township ended TARTA services. Jim responded there would not be cuts in our service if that happened. There would be changes in routing to avoid township areas and Sylvania citizens on both TARTA and TARPS would lose access to destinations within the township.

Conclusion:

TARTA services are being utilized in our community and it would have a negative impact to not have this service available. The people I talked to want TARTA service in our community. There is support to continue to communicate with TARTA our transportation needs.

Sanford, Bill

From: James Gee <jgee@tarta.com>
Sent: Monday, August 27, 2012 9:31 PM
To: Sanford, Bill
Cc: marketing@tarta.com
Subject: RE: Report
Attachments: Sylvania July 2012.docx; 01.pdf; 02C.pdf; 39_39M.pdf

Bill,

Attached or below are

- July ridership for TARPS by location
- Schedules for routes which enter Sylvania
- Estimated fixed route ridership for routes in the Sylvania Area

I'll send the graphic files of the Call-A-Ride maps tomorrow afternoon and will develop a paragraph or two describing TARTA's future actions with their schedule before the end of the week.

Jim

Sylvania City	<u>1</u>	<u>2C</u>	<u>39</u>	<u>39M</u>	<u>Mud Hens</u>	<u>Walleye</u>	<u>Music Under the Stars</u>
Jan-11	1,310	2,100	2,040	480	-	330	
Feb-11	1,250	2,080	2,100	420	-	200	
Mar-11	1,330	2,350	2,350	510	-	170	
Apr-11	1,270	2,320	2,620	530	110	40	
May-11	1,400	2,510	2,700	500	330	-	
Jun-11	1,300	2,070	2,510	390	650	-	
Jul-11	1,270	1,800	1,820	330	810	-	
Aug-11	1,520	2,200	2,030	390	620	-	
Sep-11	1,550	2,450	2,250	450	50	-	
Oct-11	1,460	2,720	2,320	510	-	70	
Nov-11	1,390	2,710	2,400	500	-	200	
Dec-11	1,265	2,530	2,160	490	-	200	
Jan-12	1,330	2,095	2,000	410	-	250	

<i>Feb-12</i>	1,360	2,220	2,060	375	-	170	
<i>Mar-12</i>	1,450	2,450	2,350	450	-	180	
<i>Apr-12</i>	1,300	2,400	2,700	450	290	-	
<i>May-12</i>	1,220	2,350	2,730	530	360	-	
<i>Jun-12</i>	1,260	1,950	2,610	410	640	-	
<i>Jul-12</i>	1,435	1,960	2,130	400	555	-	30

From: Sanford, Bill [<mailto:bsanford@cityofsylvania.com>]

Sent: Monday, August 27, 2012 2:41 PM

To: jgee@tarta.com

Subject: Report

Jim, I will be giving a report to City Council next Tuesday on TARTA service in Sylvania. Just checking on when I will get that info from you. Thanks. Bill

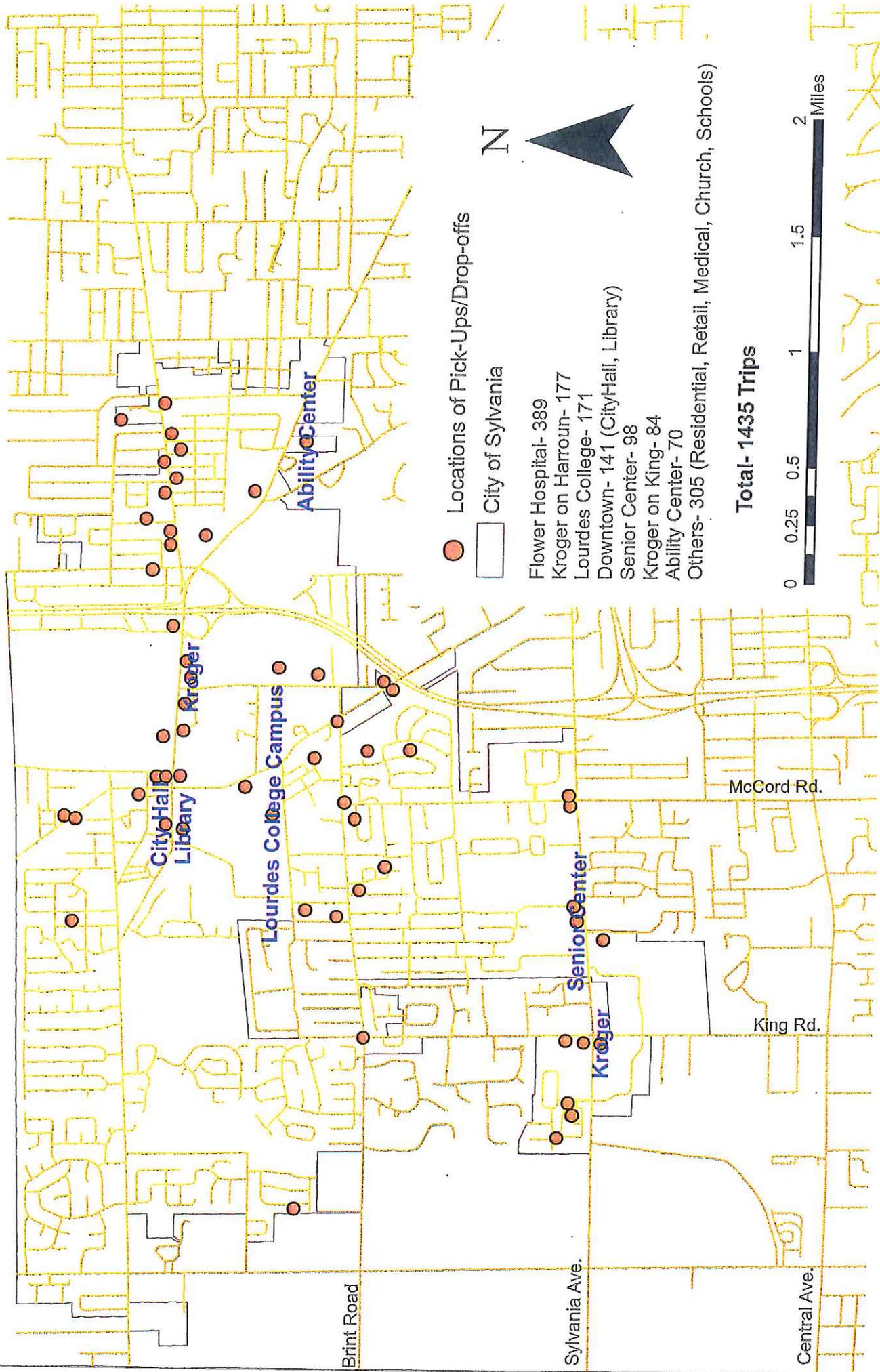
William D. Sanford
Economic Dev/Adm Services
City of Sylvania
6730 Monroe Street
Sylvania, OH 43560
(P) 419-885-0482
(F) 419-885-8927

July 2012 - TARPS RIDERSHIP

Flower Hospital	141
Lourdes College	25
Ability Center	121
ABC Warehouse	4
Anderson's Food	5
Asthma & Allergy Center	2
Centennial Terrace	11
Charter One Bank	4
Dental Health Associates	1
Directions Credit Union	26
Fairway Condominiums	6
Fricker's	2
Hickman Cancer Center	46
Hindu Temple	2
Josina Lott-River Crossings	306
Kingston Care Center	59
Kroger's 2 Locations	18
Lake Park	23
McCord Rd Christian Church	2
Nutrition Resolutions	8
Olander Park	10
Plummer Pool	8
Regency Hospital	7
Ron Salon	2
Rosary Care Center	7
Sylvania Senior Center	13
Sullivan Lake Family	4
Sunset Village	2
Sylvania Branch Library	2
Sylvania Care and Rehab	37
Sylvania Country Club	32
Sylvania Municipal Court	6
Sylvania Vet	7
Temple	2
Total Rehab Flower	4
Wellness Center	2
YMCA-Sylvania	12

Call-A-Ride Ridership Pattern in City of Sylvania

July 2012





SYLVANIA/SYLVANIA TOWNSHIP 419-243-RIDE



Here are just a few places the Sylvania Call-A-Ride can take you:

- The Ability Center of Greater Toledo
- The Andersons, Talmadge Rd.
- The Andersons Market, Sylvania Ave.
- Flower Hospital
- JCC/Sylvania YMCA
- Kroger on Harroun Rd. at Monroe St.
- Kroger on Sylvania Ave. at King Rd.
- Kroger on Holland Sylvania/Bancroft
- Kingston Residence
- Lourdes University
- Meijer on Central Ave.
- Oakleaf Village
- Olander Park
- St. Joseph Parish
- Starlite Plaza
- Sunset Village
- Sylvania Branch Library
- Sylvania Post Office on Alexis Rd.
- Sylvania Senior Center
- Wal-Mart
- Westfield Franklin Park
- Wildwood Preserve Metropark



For just \$1—50¢ for Seniors and persons with disabilities—you can ride curb-to-curb bus service...

FROM anywhere in Sylvania and Sylvania Township TO anywhere in Sylvania, Sylvania Township and Westfield Franklin Park. Monday-Saturday 6:00 a.m.-9:00 p.m. Sunday 7:30 a.m.-8:00 p.m. Holidays 7:30 a.m.-2:30 p.m. (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.) Call 419-243-RIDE (7433) today for a pick-up!

Sylvania Call-A-Ride also connects with regular TARTA line service and the Spencer Twp. Call-A-Ride Monday-Friday 6 a.m.-4 p.m.; Saturday 8 a.m.-4 p.m. at Wal-Mart on Central and Holland-Sylvania; and Westfield Franklin Park on Royer Road.

TARTA
Toledo Area Regional Transit Authority
1127 W Central Ave
P.O. Box 792
Toledo, Ohio 43697-0792
419-243-RIDE (7433)
TARTA.com

Fares and General Information

Adults and students—cash fare..... \$ 1.00
 Children under age six with adult (limit 2)..... FREE
 Senior Citizens*50¢
 Persons With Disabilities*50¢
 Medicare Card Holders.....50¢
 Tokens—roll of 25.....\$22.50
 Weekly Pass.....\$10.00
 Monthly Pass.....\$40.00
 Senior/Disabled Weekly Pass*.....\$ 5.00
 Senior/Disabled Monthly Pass*.....\$20.00
 *with TARTA Reduced Fare ID Card or Medicare Card
 Tokens and weekly passes are available at most area banks and TARTA offices, 1127 W. Central Ave.
 419-243-RIDE; (419-243-7433) TARTA.com
 TTY Users: 7-1-1 or 1-800-750-0750
 Schedules are subject to change without notice.

All Scheduled Services Operate in the Pattern

Waiting for a Bus
 If stop is before an intersection...

 ...wait here near intersection.

If stop is after an intersection...

 ...wait here near sign.

If stop is mid-block...

 ...wait here near forward sign.



1 Sylvania Sylvania Twp. Call-A-Ride 419-243-RIDE (7433)

Effective August 26, 2012



Convenient. Safe. Reliable.

FROM anywhere in Sylvania and Sylvania Township TO anywhere in Sylvania, Sylvania Township and Westfield Franklin Park. Monday-Saturday 6:00 a.m.-9:00 p.m. Sunday 7:30 a.m.-8:00 p.m. Holidays 7:30 a.m.-2:30 p.m.

419-243-RIDE
(419-243-7433)
TARTA.com

100%

2C Monday-Friday Outbound (from Westfield)

Via Route	1	2	3	4	5
Westfield Franklin Park	9:45	9:52	10:06	10:09	10:23
Centennial Park & Ride	11:15	11:22	11:36	11:39	11:53
St. Joseph Parish	12:45	12:52	1:06	1:09	1:23
Lourdes College	2:15	2:22	2:36	2:39	2:53
Maplewood	3:45	3:52	4:06	4:09	4:23
Harboun	5:15	5:22	5:36	5:39	5:53
University Convent	6:55	7:02	7:16	7:19	7:33
Brint	8:20	8:27	8:41	8:44	8:58

Shaded area denotes afternoon times.

2C Monday-Friday Inbound (to Westfield)

Via Route	5	4	3	2	1
Westfield Franklin Park	9:05	9:17	9:22	9:36	9:48
Whiteford	10:30	10:42	10:47	11:01	11:08
Lourdes College	12:00	12:12	12:17	12:31	12:38
St. Joseph Parish	1:30	1:42	1:47	2:01	2:08
Maplewood	3:00	3:12	3:17	3:31	3:38
Harboun	4:30	4:42	4:47	5:01	5:08
University Convent	6:10	6:22	6:27	6:41	6:48
Brint	7:35	7:47	7:52	8:06	8:13
Centennial Park & Ride	9:00	9:12	9:17	9:31	9:38

Shaded area denotes afternoon times.

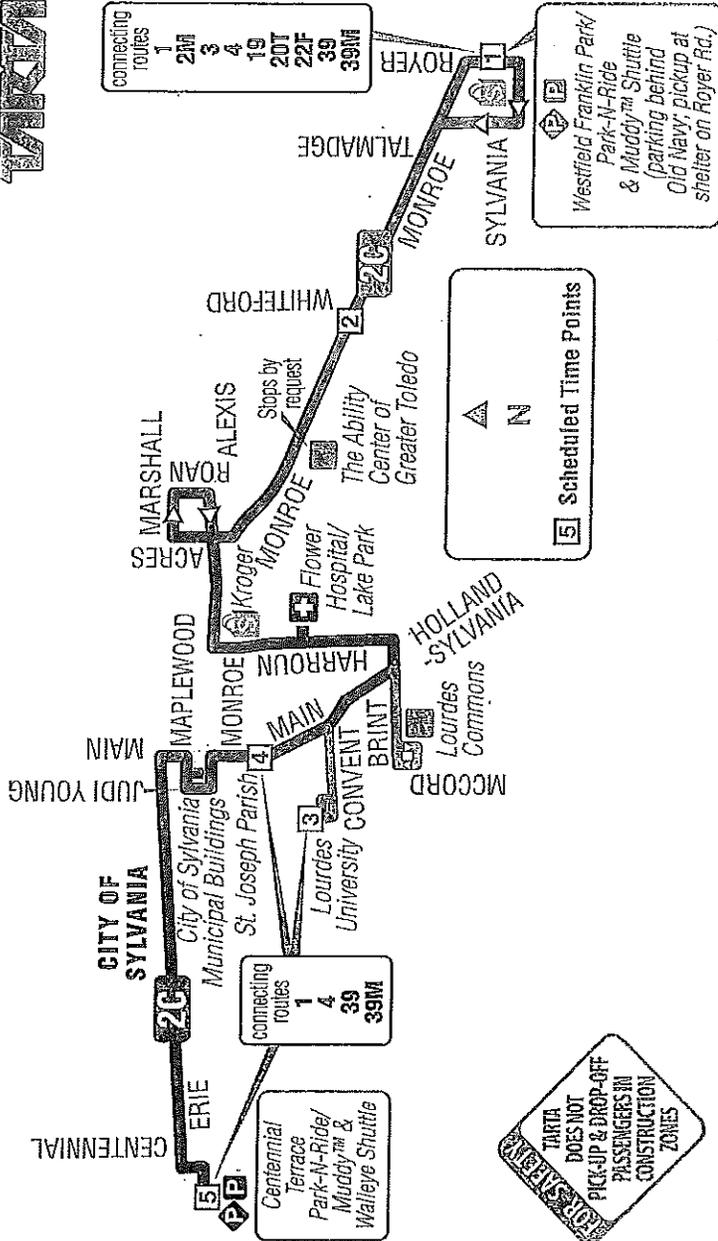
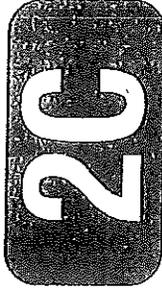
2C Sylvania-Centennial/ Westfield Franklin Park

Effective August 26, 2012

TARTA Park-n-Ride
Drive a little. Save a lot.

CENTENNIAL TERRACE

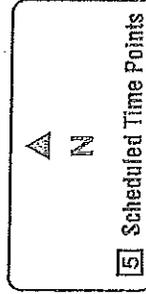
419-243-RIDE
(419-243-7433)
tarta.com



NOTES: ♦ Timepoint for stop on Royer Road between Monroe Street and Sylvania Avenue

Route 2C service unavailable: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

- 1 Scheduled Time Point
- 2 Park & Ride Location
- 3 Game Shuttle Park & Ride Location
- 4 Retail Center
- 5 Toteto-Lucas County Public Library



TARTA
Bus Route
Timetable and Map

39
Franklin Park/
City of Sylvania
39M Monroe/
Centennial-
Sylvania

DOWNTOWN TOLEDO STATIONS

• All routes that travel the Loop stop at the four stations shown below. The first station each route arrives at also the first time point on the schedule as shown here. **W**

• Watch all arriving buses carefully, since each bus only stops once at each station. Up to four buses may be back-to-back at one time.

TARTA
Toledo Area Regional Transit Authority
1127 W Central Ave
P.O. Box 792
Toledo, Ohio 43687-0792
419-243-PRIDE (7433)
TARTA.com

Fares and General Information

Adults and students—cash fare.....	\$ 1.00
Children under age six with adult (limit 2).....	FREE
Senior Citizens*.....	.50¢
Persons With Disabilities*.....	.50¢
Medicare Card Holders.....	.50¢
Tokens—roll of 25.....	\$22.50
Weekly Pass.....	\$10.00
Monthly Pass.....	\$40.00
Senior/Disabled Weekly Pass*.....	\$ 5.00
Senior/Disabled Monthly Pass*.....	\$20.00

*with TARTA Reduced Fare ID Card or Medicare Card

Tokens and weekly passes are available at most area banks and TARTA offices, 1127 W. Central Ave.
419-243-PRIDE (419-243-7433) TARTA.com
TTY Users: 7-1-1 or 1-800-750-0750

Schedules are subject to change without notice.

211 Schedule Services: Open 24 Hours

Waiting for a Bus
If stop is before an intersection...

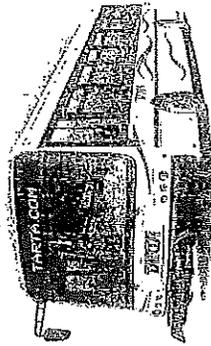
...wait here near intersection.

If stop is after an intersection...

...wait here near sign.

If stop is mid-block...

...wait here near forward sign.



419-243-PRIDE
(419-243-7433)
tarta.com
100%

TARTA
Bus Route
Time Table and Map

39
Franklin Park/
City of Sylvania
39M Monroe/
Centennial-
Sylvania

TARTA
PRIDE
Drive a Little. Save a Lot.
CENTENNIAL TERRACE



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Effective August 26, 2012

39 Monday-Friday Outbound

Station	1	2	3	4	5	6
Via Route	M	M	M	M	M	M
Centennial Park & Ride	5:55	6:19	6:26	6:36	—	8:46
St. Joseph Parish	6:20	6:44	6:51	7:01	—	7:11
Loures College	M	7:29	7:58	8:00	8:10	8:20
Monroe Whitford	M	7:57	8:21	8:28	8:38	8:48
Westfield Franklin Park	M	8:27	8:51	8:58	9:08	9:18
Centennial Park	39	4:13*	4:38	—	4:48	4:58
Westfield Franklin Park	39	4:40*	5:00	—	5:15	5:20
Centennial Park	39	4:50*	5:10	—	5:25	5:30
Westfield Franklin Park	39	5:10*	5:30	—	5:45	5:50

Shaded area denotes afternoon times.

Mid-day service between Centennial Terrace and Westfield Franklin Park is available via Route 2C.

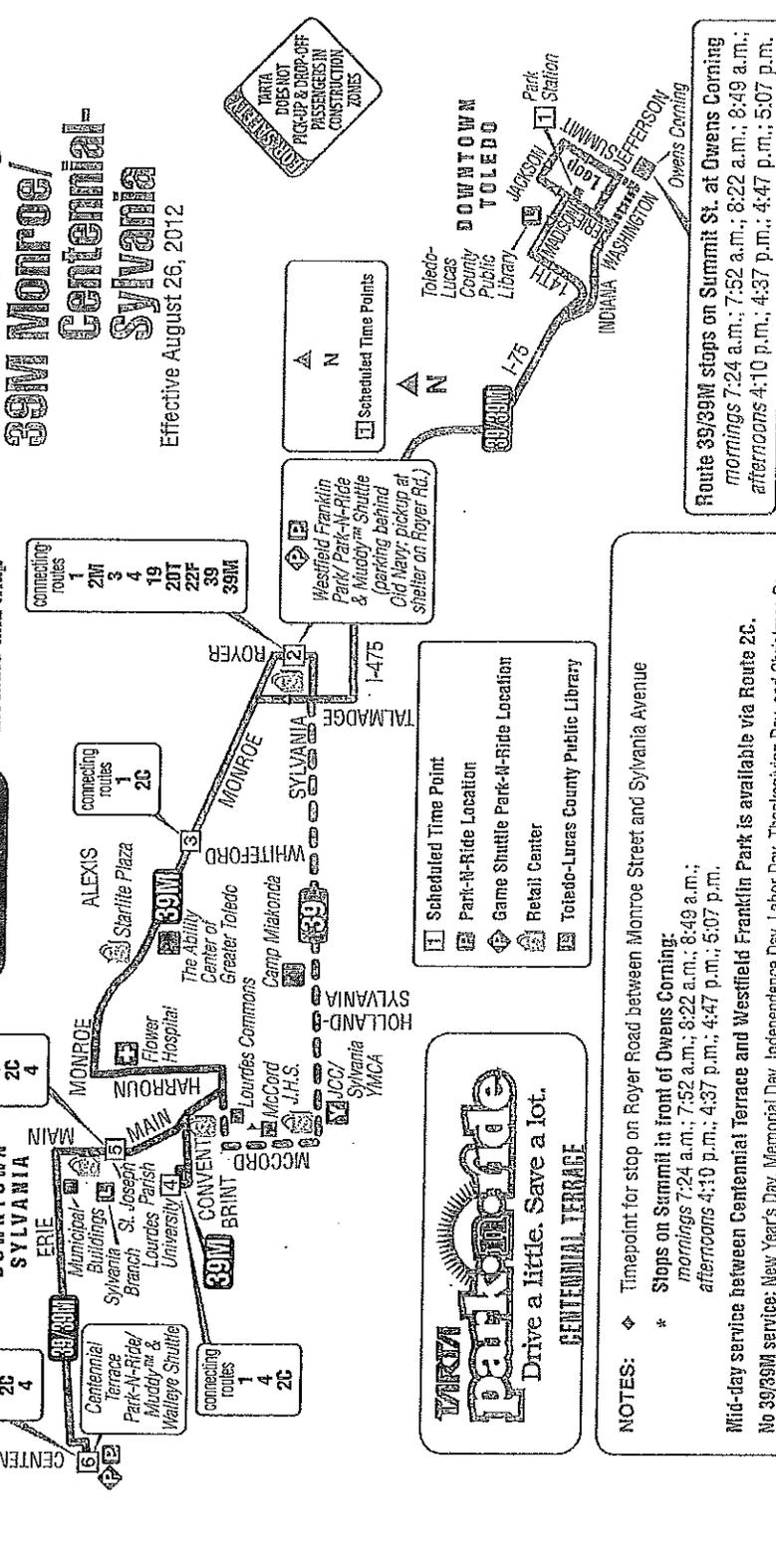
39 Monday-Friday Inbound

Station	6	5	4	3	2	1
Via Route	M	M	M	M	M	M
Centennial Park & Ride	6:30	6:37	—	—	6:53	7:15*
St. Joseph Parish	6:58	7:05	—	—	7:21	7:43*
Loures College	7:28	7:35	—	—	7:51	8:18*
Monroe Whitford	7:55	8:02	—	—	8:18	8:40*
Westfield Franklin Park	4:00	—	4:10	4:17	4:25	4:37*
Centennial Park	M	5:10	—	5:20	5:27	5:35
Centennial Park	M	5:10	—	5:20	5:27	5:35

Shaded area denotes afternoon times.

39 Franklin Park City of Sylvania 39M Monroe/Centennial-Sylvania
Effective August 26, 2012

39
Bus Route
Timetable and Map



NOTES:

- ◆ Timepoint for stop on Royer Road between Monroe Street and Sylvania Avenue
- * Stops on Summit in front of Owens Corning:
mornings 7:24 a.m.; 7:52 a.m.; 8:22 a.m.; 8:49 a.m.;
afternoons 4:10 p.m.; 4:37 p.m.; 4:47 p.m.; 5:07 p.m.

Mid-day service between Centennial Terrace and Westfield Franklin Park is available via Route 2C.
No 39/39M service: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, and Christmas Day.

Route 39/39M stops on Summit St. at Owens Corning
mornings 7:24 a.m.; 7:52 a.m.; 8:22 a.m.; 8:49 a.m.;
afternoons 4:10 p.m.; 4:37 p.m.; 4:47 p.m.; 5:07 p.m.

Drive a little. Save a lot.
CENTENNIAL TERRACE

Westfield Franklin Park
Park-N-Ride
& Midday Shuttle
(parking behind
Old Navy; pickup at
shelter on Royer Rd.)

TARTA
DOES NOT
PICK-UP & DROP-OFF
PASSENGERS IN
CONSTRUCTION
ZONES



Fares and General Information

- Adults and students—cash fare \$ 1.00
- Children under age six with adult (limit 2) FREE
- Senior Citizens* 50¢
- Persons With Disabilities* 50¢
- Medicare Card Holders 50¢
- Tokens—roll of 25 \$22.50
- Weekly Pass \$10.00
- Monthly Pass \$40.00
- Senior/Disabled Weekly Pass* \$ 5.00
- Senior/Disabled Monthly Pass* \$20.00

*with TARTA Reduced Fare ID Card or Medicare Card
 Tokens and weekly passes are available at most area banks and TARTA offices, 1127 W. Central Ave.
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TTY Users: 7-1-1 or 1-800-750-0750
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Toledo Area Regional Transit Authority
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419-243-RIDE (7433)
 TARTA.com



**Bus Route
 Timetable and Map**



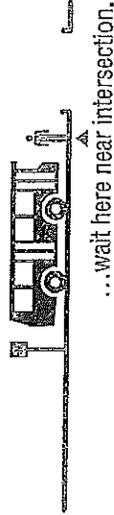
**20sylvania-Centennial/
 Westfield Franklin Park**

Effective August 26, 2012

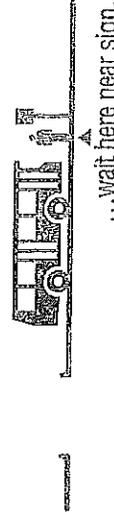
All Scheduled Services Open To The Public

Waiting for a Bus

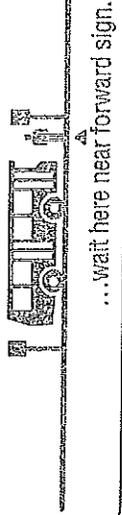
If stop is before an intersection...



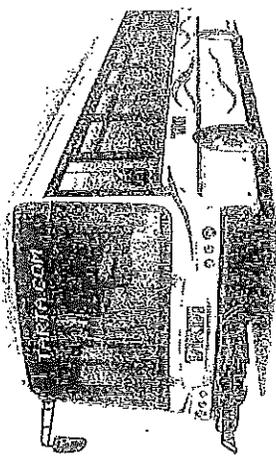
If stop is after an intersection...



If stop is mid-block...



**TARTA
 Park-Ride**
 Drive a little. Save a lot.
CENTENNIAL TERRACE



**419-243-RIDE
 (419-243-7433)
 TARTA.COM**

100%

6

ORDINANCE NO. 56 -2012

GRANTING THE PETITION OF THE RESIDENTS OF MAPLE DRIVE BETWEEN BRINT ROAD AND CONVENT BOULEVARD FOR THE INSTALLATION OF SPEED HUMPS; DIRECTING THE INSTALLATION OF SPEED HUMP TRAFFIC CONTROLS; APPROPRIATING FUNDS THEREFORE; AND DECLARING AN EMERGENCY.

WHEREAS, when Maple Drive was reconstructed in 2010, the speed humps were removed; and,

WHEREAS, a petition for speed hump installation on Maple Drive between Brint Road and Convent Boulevard was received by the Clerk of Council on April 20, 2012; and,

WHEREAS, the signatures on said petition represent 81% of the residents on Maple Drive counting the signatures of a majority of all residents at the same residence as one (1) resident; and,

WHEREAS, a traffic analysis was conducted and the average daily traffic indicated a need for speed hump controls, while the percentile speed did not indicate a need for speed hump controls; and,

WHEREAS, the Director of Public Service, in a report dated August 20, 2012, recommended the installation of three speed humps on Maple Drive between Brint Road and Convent Boulevard; and,

WHEREAS, this Council at its regular meeting on August 20, 2012 authorized the preparation of legislation authorizing installation of speed humps; and,

WHEREAS, none of the persons signing the Maple Drive speed hump petition have withdrawn their signature from such petition or otherwise indicated that they oppose the installation of the speed hump requested in the petition.

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

SECTION 1. That the petition of the residents of Maple Drive for the installation of speed hump traffic controls be, and the same hereby is, directed to cause three speed hump traffic controls to be installed on Maple Drive pursuant to the established criteria therefore, and pursuant to the report and recommendation of the Director of Public Service.

SECTION 2. That, to provide funds for speed hump traffic controls hereby authorized to be installed on Maple Drive, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND**, from funds therein not heretofore appropriated, to **Account No. 401-7610-53574 - Speed Hump Traffic Controls**, the sum of One Thousand Dollars (\$1,000.00).

SECTION 3. That the Director of Finance be, and he hereby is, authorized to draw his warrant or warrants against the above mentioned account, for the purpose of installation of speed hump traffic controls in the street hereinabove specified, to the extent of the appropriation hereinabove made to said account, upon presentation of proper voucher or vouchers therefore duly approved by the Director of Public Service.

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 safety of residents on residential streets requires immediate provision for additional traffic control for the street named herein as requested by the residents thereof and therefore this Ordinance should be effective 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, _____, 2012, as an emergency measure.

ATTEST:

President of Council
APPROVED AS TO FORM:

Clerk of Council
APPROVED:

Director of Law

Mayor

Date

ORDINANCE NO. 57 -2012

AUTHORIZING A LEASE BETWEEN THE CITY OF SYLVANIA, AS LESSOR, AND BONNIE HAIMS, AS LESSEE, OF SUITE B IN THE MAPLEWOOD MARKET LOCATED AT 5703 N. MAIN STREET, SYLVANIA, OHIO TO BE USED AS OFFICE SPACE; DETERMINING SAID CITY-OWNED PROPERTY NOT TO BE NEEDED FOR MUNICIPAL PURPOSES DURING THE TERM OF THE PROPOSED LEASE; AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO SIGN SUCH A LEASE ON BEHALF OF THE CITY OF SYLVANIA; AND DECLARING AN EMERGENCY.

WHEREAS, Ordinance No. 84-2009, passed September 9, 2009, authorized the Mayor and Director of Finance to enter into a Lease with James Arthur Rosenthal for Suite B in the Maplewood Market and said Lease expired on June 30, 2011; and,

WHEREAS, the City and Bonnie Haims have proposed to Lease the two hundred seventy-nine (279) square foot space to be used as office space located in Suite B of the Maplewood Market for twenty-four (24) months with rent pursuant to the following schedule:

September 1, 2012 - August 31, 2014: Lessee shall pay as rent the sum of Seven Thousand Five Hundred Sixty Dollars (\$7,560.00) in equal monthly installments of Three Hundred Fifteen (\$315.00) per month, commencing on the 1st day of September, 2012. If rent is not paid by the 7th day of the month, a \$50 late charge will be assessed.

a copy of said lease is attached hereto as "Exhibit A."

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

SECTION 1. That the City of Sylvania owns the 279 square feet of office space in the building unit located on the corner of Maplewood and Main Streets, more commonly referred to as "Suite B in the Maplewood Market," Sylvania, Ohio, which is hereby determined not to be needed for municipal purposes for a period of twenty-four (24) months so long as the activities

conducted on said premises are compatible with future development of the Maplewood Market and Sylvania Historical Village.

SECTION 2. That the municipal property described in Section 1 hereof is hereby authorized to be leased by the City of Sylvania, as Lessor, to Bonnie Haims, as Lessee, or to such other Lessee for the term of twenty-four (24) months.

SECTION 3. That rent for the property shall be paid pursuant to the following schedule: September 1, 2012 - August 31, 2014: Lessee shall pay as rent the sum of Seven Thousand Five Hundred Sixty Dollars (\$7,560.00) in equal monthly installments of Three Hundred Fifteen (\$315.00) per month, commencing on the 1st day of September, 2012. If rent is not paid by the 7th day of the month, a \$50 late charge will be assessed.

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

SECTION 5. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 6. That the Clerk of Council is hereby directed to post a copy of this Ordinance in the Office of the Clerk of Council in the Municipal Building pursuant to ARTICLE III, Section 12 of the Charter of this City.

SECTION 7. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare of the City of Sylvania and for the further reason that the premises should be leased 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, _____, 2012, as an emergency measure.

President of Council

ATTEST:

Clerk of Council

APPROVED:

Mayor

Date

APPROVED AS TO FORM:

Director of Law

BUSINESS PROPERTY LEASE

THIS AGREEMENT is made at Sylvania, Ohio, this 2nd day of August, 2012, by and between the City of Sylvania, an Ohio municipality (hereinafter "Lessor") and Bonnie Haims, individually hereinafter ("Lessee").

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

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

Approximately Two hundred seventy-nine (279) square feet of offices located on the Second Floor of the Maplewood Market, at 5703 N. Main St., Suite B, Sylvania, Ohio 43560.

- 1. PARKING:** No on-site parking is provided for tenants. Tenant shall encourage its employees to refrain from using the angled parking located on Maplewood Avenue directly across from the Maplewood Market between Becker Place and the Railroad Tracks during normal business hours.
- 2. TERM:** This lease shall be for the term of 24 months, commencing on the 1st day of September, 2012 and terminating on the 31st day of August, 2014.
- 3. RENT:** Lessee shall pay as rent the sum of Seven Thousand Five Hundred Sixty and 00/100 dollars (\$7,560.00) in equal monthly installments of three hundred fifteen and 00/100 dollars (\$315.00) per month, commencing on the 1st day of September, 2012. If rent is not paid by the 7th day of the month, a \$50 late charge will be assessed.
- 4. SECURITY DEPOSIT:** Lessee shall deposit the sum of one month's rent (\$315.00) as security for Lessee's obligations under the terms of this lease.
- 5. CONDITION OF PREMISES:** Unless otherwise specified herein, Lessee does hereby accept the premises in the condition they may be in at the commencement of the lease. Subject to all defects therein, whether concealed or otherwise, except hidden defects known to Lessor and unknown to Lessee which would not be discoverable through a reasonable inspection by Lessee, agrees to release and forever discharge Lessor from and all damages of every kind and nature arising hereunder. Lessee shall further indemnify and hold Lessor harmless from any and all damages of every kind and nature arising hereunder. Lessee shall further indemnify and hold Lessor and the premises (and improvements thereon) harmless from all liens and all liabilities in any way arising out of the use or condition of the premises and the improvements thereon by the Lessee. Notwithstanding the foregoing, Lessor agrees to complete all modifications and improvements to premises previously agreed to between the parties.

6. USE OF PREMISES: The leased premises are restricted to the operation of a law office and related purposes, and for no other purpose. Lessor specifically agrees and/or any other lawful purpose consistent therewith.

7. RESPONSIBILITIES OF LESSOR:

- a) Lessor, at Lessor's expense, will add Lessee's name to interior and exterior signage in a fashion similar to other existing tenants
- b) Maintain and keep in proper repair any common areas not exclusively under the control of Lessee.

8. RESPONSIBILITIES OF THE LESSEE:

- a) Not attach, paint or inscribe any signs or structures on the roof or exterior walls of the building without written consent of Lessor.
- b) Permit Lessor or agents of Lessor at reasonable times to enter the premises to examine the condition thereof and make such repairs or improvements necessary for the safety and preservation of the premises, or to exhibit the premises to prospective purchasers or tenants.
- c) Hold Lessor harmless from any and all claims and demands by any person arising from the failure of Lessee to perform any obligation hereof.
- d) Not assign or transfer this lease or sublet the premises without the written consent of Lessor, which consent shall not be unreasonably withheld.
- e) Repair all damage caused by the negligence of Lessee, its invitees or employees to the leased premises.
- f) Lessee shall be responsible for making any repairs or improvements to the interior of the leased premises (after first receiving written permission from the Lessor) and will hold Lessor harmless from any and all liens, claims and damages by reason of any repairs or improvements which may be made by Lessee.
- g) Surrender the premises at the end of the lease term in as good condition as the premises are, reasonable wear and tear, and unavoidable casualty excepted.

9. FIXTURES AND INTERIOR ALTERATIONS: Lessee shall make no changes in the construction of the building or any substantial alteration to the building interior without the written consent of the Lessor. Lessee will be permitted to repaint the interior. All improvements affixed to the premises and installed by Lessee shall be deemed permanent fixtures and the property of Lessor, unless otherwise agreed in writing by the parties.

10. UTILITY AND OTHER OPERATING EXPENSES: The party set forth below shall be responsible for the charges set forth, until Lessee shall surrender possession of the premises:

Lessor shall pay electrical charges.

Lessor shall pay heat charges.

Lessor shall pay real estate taxes and assessments.

Lessor shall pay outside building liability insurance.

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

11. DAMAGE TO PREMISES DURING LEASE TERM: In case the premises hereby leased shall be partially damaged by fire, but not rendered untenable, the same shall be repaired with all proper speed at the expense of the Lessor. If the damage shall be so extensive that said premises are rendered unfit for occupancy by Lessee and if said damage can be repaired within a period of 30 days from the occurrence of said damage, then this lease shall continue in force, and it is expressly agreed between Lessor and Lessee if Lessor shall elect to repair the premises, then the rent shall cease from the time of the occurrence and shall be again payable from the date when such repairs are completed. If the damage cannot be repaired within 75 days, then this lease may be canceled by either party.

12. HOLDOVER TENANCY: Should Lessee, with the express or implied consent of Lessor, continue to hold and occupy the premises after the expiration of the term of this lease such holding over beyond the term and the acceptance of rent by Lessor, shall operate and be construed as creating a tenancy from month to month, and not for any other term whatsoever. If the Lessor has a reasonable belief that Lessee has abandoned the premises, then the landlord may re-enter and take possession of the premises and utilize such remedies to which he is entitled in law or equity.

13. INSURANCE: Lessee shall maintain liability insurance in the minimum amount of \$1,000,000 per person and \$3,000,000 per accident. Lessor shall maintain fire and building insurance in the minimum amount of \$1,000,000. Lessee shall not do or permit anything to be done in said premises, or bring or keep anything therein which will in any way increase the rate of fire insurance on said building; or obstruct or interfere with the rights of other tenants, or which conflict with the laws relating to fires, or with the regulations of the Fire Department or with any insurance policy upon said building or any part thereof, or conflict with any of the rules and ordinances of the Board of Health or Building Inspection Department or which would in any other way be considered illegal. In the event that any use by Lessee conflicts with any insurance policy upon the building or in any part thereof, or increases the rate of fire, hazard, liability insurance, Lessee shall pay to Lessor the amount of any increased insurance premiums, if Lessor is responsible for payment of said premiums.

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

15. SUBORDINATION: Lessor shall have the right at any time, and from time to time, to place upon the building and/or land on which the premises are a part, or upon any underlying leasehold estate, a mortgage or mortgages which shall be wholly prior to the right of Lessee under this lease, and Lessee will, upon demand, execute any and all instruments deemed necessary by Lessor to effectuate subordination of this Lease to such mortgage.

16. APPROPRIATION OR CONDEMNATION BY GOVERNMENTAL AUTHORITY: If the premises shall be appropriated or condemned by governmental authorities, each party shall be entitled to seek its respective remedy as provided by law.

17. REMEDIES IN EVENT OF DEFAULT BY LESSEE: If the rent, or any part thereof, shall at any time be in arrears and unpaid with or without demand being made therefor, or if Lessee shall fail to keep and perform and observe any of the conditions of this lease, or if Lessee shall be adjudicated a Bankrupt or shall make an assignment for creditors, or if the interest of the Lessee herein shall be sold under execution or other legal process, it shall be lawful for Lessor to enter into the premises the same as if this lease had not been made and thereupon this lease, and everything herein contained on the part of said Lessor to be performed, shall cease and be void without prejudice, however, to the right of the Lessor to recover from Lessee all rent due up to the time of such entry. In case of such default and entry by Lessor, Lessor may re-let- the premises for the remainder of the term for the highest rent obtainable and may recover from Lessee any deficiency between the amount obtained and the amount owed by the Lessee.

No waiver by Lessor of any default or breach by Lessee of any obligation shall be construed to be a waiver of the rights of Lessor to any remedy resulting from a future default or breach by Lessee of any of Lessee's obligations.

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

Joy Armstrong
The Sylvania Historical Village
5717 Main Street
Sylvania, Ohio 43560

and notices only to:

James E. Moan, Director of Law
City of Sylvania
4930 Holland-Sylvania Road
Sylvania, Ohio 43560

All notices to Lessee shall be addressed as follows:

Bonnie Haims
5703 N. Main St., Suite B
Sylvania, Ohio 43560

Witnesses as to Lessee:

Mary S Hammond
Valerie Shuler

Bonnie E. Haims
Bonnie Haims, Individually

STATE OF OHIO)
) ss:
COUNTY OF LUCAS)

Before me appeared Bonnie Haims, Individually Lessee in the above lease who acknowledged that the execution of this lease was his free act and deed this 2nd day of August, 2012.



MARY S. HAMMOND
Notary Public - State of Ohio
My Commission Expires 12/31/12

Mary S Hammond
Notary Public

This instrument was prepared by:
Douglas A. Dymarkowski
5431 Main Street
Sylvania, Ohio 43560
419.882.4999

Witness as to Lessor:

CITY OF SYLVANIA (Lessor)

By: _____
Craig A. Stough, Mayor

By: _____
Scott Smith
Director of Finance

STATE OF OHIO)
) ss.
COUNTY OF LUCAS)

Before me appeared Craig A. Stough, Mayor and Scott Smith, Director of Finance on behalf of the City of Sylvania, a Municipal Corporation, Lessor, who acknowledged that the execution of this lease was their free act and deed, and the free act and deed of said Municipal Corporation this _____ day of _____, 2012.

Notary Public

ORDINANCE NO. 58 -2012

AUTHORIZING A LEASE BETWEEN THE CITY OF SYLVANIA, AS LESSOR, AND CYNTHIA BURGHARDT, AS LESSEE, FOR THE BUILDING LOCATED AT 5727 N. MAIN STREET, SYLVANIA, OHIO TO BE USED AS A RETAIL STORE; DETERMINING SAID CITY-OWNED PROPERTY NOT TO BE NEEDED FOR MUNICIPAL PURPOSES DURING THE TERM OF THE PROPOSED LEASE; AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO SIGN SUCH A LEASE ON BEHALF OF THE CITY OF SYLVANIA; AND DECLARING AN EMERGENCY.

WHEREAS, the City and Cynthia Burghardt have proposed to Lease the building located in at 5727 N. Main St., Sylvania, Ohio for twelve (12) months with rent pursuant to the following schedule:

July 1, 2012 - June 30, 2013: Lessee shall pay as rent the sum of Four Thousand Five Hundred Dollars (\$4,500.00) in equal monthly installments of Three Hundred Seventy-Five (\$375.00) per month, commencing on the 1st day of July, 2012. If rent is not paid by the 7th day of the month, a \$50 late charge will be assessed.

a copy of said lease is attached hereto as "Exhibit A."

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

SECTION 1. That the City of Sylvania owns the building located at 5727 N. Main St., Sylvania, Ohio, which is hereby determined not to be needed for municipal purposes for a period of twelve (12) months so long as the activities conducted on said premises are compatible with future development of the Sylvania Historical Village.

SECTION 2. That the municipal property described in Section 1 hereof is hereby authorized to be leased by the City of Sylvania, as Lessor, to Cynthia Burghardt, as Lessee, for the term of twelve (12) months.

SECTION 3. That rent for the property shall be paid pursuant to the following schedule: July 1, 2012 - June 30, 2013: Lessee shall pay as rent the sum of Four Thousand Five Hundred Dollars (\$4,500.00) in equal monthly installments of Three Hundred Seventy-Five (\$375.00) per month, commencing on the 1st day of July, 2012. If rent is not paid by the 7th day of the month, a \$50 late charge will be assessed.

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

SECTION 5. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 6. That the Clerk of Council is hereby directed to post a copy of this Ordinance in the Office of the Clerk of Council in the Municipal Building pursuant to ARTICLE III, Section 12 of the Charter of this City.

SECTION 7. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare of the City of Sylvania and for the further reason that the premises should be leased 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, _____, 2012, as an emergency measure.

President of Council

ATTEST:

Clerk of Council

APPROVED:

APPROVED AS TO FORM:

Mayor

Director of Law

Date

BUSINESS PROPERTY LEASE

THIS AGREEMENT is made at Sylvania, Ohio, this 14th day of June, 2012, by and between City of Sylvania (hereinafter "Lessor") and Cynthia Burghardt (hereinafter "Lessees").

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

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

The building located at 5727 N. Main Street, Sylvania, Ohio.

1. **PARKING:** Parking as set forth under Additional Terms "A".
2. **TERM:** This lease shall be for the term of 12 months. Commencing on the 1st day of July, 2012, or the day on which Tenant first opens for business, whichever event occurs first and terminating on the 30th day of June, 2013.
3. **RENT:** Lessee shall pay as rent the total sum of Four Thousand Five Hundred Dollars (\$4,500.00), payable in equal monthly installments of Three Hundred Seventy-Five Dollars (\$375.00) per month, payable in advance on the 1st day of the month. If rent is not received by the 5th day of the month, a \$50 late fee will be assessed.
4. **SECURITY DEPOSIT:** Lessee shall deposit the additional sum of \$375.00 as security for Lessee's obligations under the terms of this lease. Deposit will be refunded at the expiration of the term of the Lease.
5. **CONDITION OF PREMISES:** Unless otherwise specified herein, Lessee does hereby accept the premises in the condition they may be in at the commencement of the lease. Subject to all defects therein, whether concealed or otherwise, except hidden defects known to Lessor and unknown to Lessee which would not be discoverable through a reasonable inspection by Lessee and to release and forever discharge Lessor from and all damages of every kind and nature arising hereunder. Lessee shall further indemnify and hold Lessor from any and all damages of every kind and nature arising hereunder. Lessee shall further indemnify and hold Lessor and the premises (and improvements thereon) harmless from all liens and all liabilities in any way arising out of the use or condition of the premises and the improvements thereon by the Lessee. Notwithstanding the foregoing, Lessor agrees to complete all modifications and improvements to premises previously agreed to between the parties.
6. **USE OF PREMISES:** The leased premises are to be used for retail sales of costume jewelry using new, vintage and antique marbles, and related purposes, and for no other purpose.
7. **RESPONSIBILITIES OF LESSOR:**
 - a) Maintain and keep in proper repair any common areas not exclusively under the control of Lessee.
8. **RESPONSIBILITIES OF THE LESSEE:**

a) Not attach, paint or inscribe any signs or structures on the roof or exterior walls of the building without written consent of Lessor which consent shall not be unreasonably withheld. Exterior sign must be approved in advance.

b) Permit Lessor or agents of Lessor at reasonable times to enter the premises to examine the condition thereof and make such repairs or improvements necessary for the safety and preservation of the premises, or to exhibit the premises to prospective purchasers or tenants.

c) Keep sidewalks and parking areas free and clear of snow, ice and other obstructions to travel.

d) Maintain plate glass insurance upon all glass installed in the leased premises or replace all broken glass at Lessee's expense.

e) Hold Lessor harmless from any and all claims and demands by any person arising from the failure of Lessee to perform any obligation hereof.

f) Not assign or transfer this lease or sublet the premises without the written consent of Lessor, which consent shall not be unreasonably withheld.

g) Repair all damage caused by the negligence of Lessee, its invitees or employees to the leased premises.

h) Lessee will make all repairs to the interior of the premises, including, but not limited to, plumbing and electrical services and will save Lessor harmless from and against all liens, claims, and damages by reason of any repairs or improvements which may be made by Lessee. Lessee shall repair heating and air conditioning units in its leased premises only. Lessor shall be responsible for maintenance of the roof, building exterior, repair of parking areas and sidewalks, and replacement of heating and air conditioning units, if necessary only.

i) Surrender the premises at the end of the lease term in as good condition as the premises are, reasonable wear and tear, and unavoidable casualty excepted.

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

10. UTILITY AND OTHER OPERATING EXPENSES: The party set forth below shall be responsible for the charges set forth, until Lessee shall surrender possession of the premises:

Lessee shall pay electrical charges.

Lessee shall pay heat charges.

Lessor shall pay real estate taxes and assessments.

Lessor shall pay outside building liability insurance.

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

11. DAMAGE TO PREMISES DURING LEASE TERM: In case the premises hereby leased shall be partially damaged by fire, but not rendered untenable, the same shall be repaired with all proper speed at the expense of the Lessor. If the damage shall be so extensive that said premises are rendered unfit for occupancy by Lessee and if said damage can be repaired within a period of 60 days from the occurrence of said damage, then this lease shall continue in

force, and it is expressly agreed between Lessor and Lessee if Lessor shall elect to repair the premises then the rent shall cease from the time of the occurrence and shall be again payable from the date when such repairs are completed. If the damage cannot be repaired within 90 days, then this lease may be canceled by either party.

12. HOLDOVER TENANCY: Should Lessee, with the express or implied consent of Lessor, continue to hold and occupy the premises after the expiration of the term of this lease such holding over beyond the term and the acceptance of rent by Lessor, shall operate and be construed as creating a tenancy from month to month, and not for any other term whatsoever. If the Lessor has a reasonable belief that Lessee has abandoned the premises, then the landlord may re-enter and take possession of the premises and utilize such remedies to which he is entitled in law or equity.

13. INSURANCE: Lessee shall maintain liability insurance in the minimum amount of \$ 1,000,000 per person and \$ 1,000,000 per accident. Lessor shall maintain fire and building insurance in the minimum amount of \$ 51,500. Said coverage shall be reviewed annually and if increased coverage is required Lessee, shall be responsible for payment of any increase in the cost thereof. Lessee shall not do or permit anything to be done in said premises, or bring or keep anything therein which will in any way increase the rate of fire insurance on said building; or obstruct or interfere with the rights of other tenants, or which conflict with the laws relating to fires, or with the regulations of the Fire Department or with any insurance policy upon said building or any part thereof, or conflict with any of the rules and ordinances of the Board of Health or Building Inspection Department or which would in any other way be considered illegal. In the event that any use by Lessee conflicts with any insurance policy upon the building or in any part thereof, or increases the rate of fire insurance. Lessee shall pay to Lessor the amount of any increased insurance premiums, if Lessor is responsible for payment of said premiums.

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

15. SUBORDINATION: Lessor shall have the right at any time, and from time to time, to place upon the building and/or land on which the premises are a part, or upon any underlying

leasehold estate, a mortgage or mortgages which shall be wholly prior to the right of Lessee under this lease, and Lessee will, upon demand, execute any and all instruments deemed necessary by Lessor to effectuate subordination of this Lease to such mortgage.

16. APPROPRIATION OR CONDEMNATION BY GOVERNMENTAL

AUTHORITY: If the premises shall be appropriated or condemned by governmental authorities, each party shall be entitled to seek its respective remedy as provided by law.

17. REMEDIES IN EVENT OF DEFAULT BY LESSEE: If the rent, or any part thereof, shall at any time be in arrears and unpaid with or without demand being made therefor, or if Lessee shall fail to keep and perform and observe any of the conditions of this lease, or if Lessee shall be adjudicated a Bankrupt or shall make an assignment for creditors, or if the interest of the Lessee herein shall be sold under execution or other legal process, it shall be lawful for Lessor to enter into the premises the same as if this lease had not been made and thereupon this lease, and everything herein contained on the part of said Lessor to be performed, shall cease and be void without prejudice, however, to the right of the Lessor to recover from Lessee all rent due up to the time of such entry. In case of such default and entry by Lessor, Lessor may re-let the premises for the remainder of the term for the highest rent obtainable and may recover from Lessee any deficiency between the amount obtained and the amount owed by the Lessee.

No waiver by Lessor of any default or breach by Lessee of any obligation shall be construed to be a waiver of the rights of Lessor to any remedy resulting from a future default or breach by Lessee of any of Lessee's obligations.

18. RIGHT TO RENEWAL: Lessee shall be granted one (1), one (1) year option to renew this lease on the same terms and conditions, except that Lessee shall pay as rent the total sum of Four Thousand Eight Hundred Dollars (\$4,800.00), payable in equal monthly installments of Four Hundred Dollars (\$400.00) per month, payable in advance on the 1st day of the month. If rent is not received by the 5th day of the month, a \$50 late fee will be assessed.

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

City of Sylvania
Attn: Director of Finance
6730 Monroe Street
Sylvania, Ohio 43560

All notices to Lessee shall be addressed as follows:

Cindy Burghardt
5521 Pawnee Road
Toledo, Ohio 43613

ADDITIONAL TERMS:

- A. Parking. The Museum Public Parking lot at 5727 N. Main Street is available for lessee and lessee's customers parking use when said lot is not occupied by vehicles parking from other lessees of Lessor or from Museum events at 5727 N. Main Street or other events authorized at said Museum by the Museum.
- B. Rent. The rent shall be payable in monthly installments on the first day of each month for 12 months. If not paid by the 5th of the month a \$50 late charge will be assessed.
- C. Lessee must abide by Fire Department Rules and be approved by on site inspection by the Fire Department Chief or his designee.
- D. Lessee is expected to cooperate with Lessors Sylvania Historical Village Commission by joining in and initiating events that fit into a Heritage Center theme as recommended by said Commission and lessee is expected to abide by the Rules and Regulations established by Lessor or said Commission for the Heritage Village area which includes the leased premises.
- E. Lessor has the right to cancel this lease if lessee's use of said premises as stated herein, or the use of said premises by a sublessee, as approved by said Commission, deviates from the stated or approved use as the case may be, or if Lessor needs the leased premises for Heritage Center development. Lessor must give a 6 month notice of such cancellation and upon the expiration of 6 months from the date of such cancellation notice this lease shall be deemed to be canceled.
- F. If there is every any dispute involving the matters covered in paragraph A&D said Commission will consider the matter and make a determination thereof. Lessee will have 10 days after receiving a copy of the Commission's written determination to appeal the matter to the Council of Lessor, in which event the determination of the Commission will operate as a recommendation. The decision of the Council of Lessor shall be final
- G. Lessee is granted use of window air conditioner during the term of the lease.
- H. Notwithstanding any other provisions contained herein, Lessor grants to lessee the right to sublet these premises to sublessee for retail sales upon sixty (60) days prior written notice to Lessor. Lessor also grants to lessee the right to terminate this lease upon prior sixty (60) day notice, provided however, that Lessee has not breached any of the terms of this lease and is current on rental payments at the time of notification.

THIS LEASE IS THE ENTIRE AGREEMENT BETWEEN THE PARTIES.

Witness as to City:

CITY OF SYLVANIA (Lessor)

By: _____
Craig A. Stough, Mayor

By: _____
Scott Smith, Director of Finance

STATE OF OHIO)

COUNTY OF LUCAS) ss:

Before me appeared Craig A. Stough, Mayor and Scott Smith, Director of Finance on behalf of the City of Sylvania, a Municipal Corporation, Lessor, who acknowledged that the execution of this lease was their free act and deed, and the free act and deed of said Municipal Corporation this ____ day of _____, 2012.

Notary Public

Witnesses as to Lessee:

Pat Mahoney

Cynthia Burghardt
Cynthia Burghardt

Christine M. Nowowiejski

STATE OF OHIO)
COUNTY OF LUCAS) ss:

Before me appeared Cynthia Burghardt, Lessees in the above lease, who acknowledged that the execution of this lease was her free act and deed this 7th day of June, 2012.

Christine M. Nowowiejski
Notary Public
CHRISTINE M. NOWOWIEJSKI
Notary Public, State of Ohio
My Commission Expires 02-03-2013

This instrument was prepared by:
Douglas Dymarkowski, Esq.
5431 S. Main Street
Sylvania, Ohio 43560

PETITION FOR ZONING ORDINANCE AMENDMENT

9

To: City of Sylvania, Ohio
City Council and
Municipal Planning Commission

Application No. PD-2-2012
Date 8-15-2012

Petitioner Name(s) PORT LAWRENCE TITLE AND TRUST CO.
Petitioner Address 616 MADISON AVE.
TOLEDO OH 43604
Telephone 419 244 4605

Location of property for which zoning amendment is requested:
82-93704

Purpose of amendment request: RECONFIGURE ALREADY APPROVED PD

Current Zoning: R-2 PD Requested Zoning: R-2 PD

The undersigned, being one or more of the owners, lessees or occupants within the area proposed to be changed by the amendment, hereby petition for an Amendment to the Zoning Code, pursuant to Chapter 1107 of the Codified Ordinances of the City of Sylvania, Ohio, as amended.

- Attachments: 1. Full legal description of the property for which the Zoning Amendment is proposed.
2. Area location map.
3. Site plan.

A check for \$150.00, payable to the City of Sylvania, is attached for processing of said Petition. It is understood that no refund is to be made after the filing of the Petition.

By: *Rae* AGENT

Date referred by Council: _____
Date of Commission Action: _____
Date of Council Action: _____
Action: _____

LEGAL DESCRIPTION

Real property in the City of Sylvania, County of Lucas, State of Ohio, and is described as follows:

Being part of the Southeast 1/4 of Section 6, Town 9 South, Range 6 East, City of Sylvania, Lucas County, Ohio, bounded and described as follows:

Commencing at a found monument at the Southeast corner of Section 6, said monument also being on the centerline of Centennial Road, so called.

Thence North $01^{\circ} 22' 05''$ West, along the centerline of Centennial Road, and the East line of Section 6, a distance of 1,276.16 feet to a point on a line that is parallel with and 6.09 feet Southerly of the North line of the South 1/2 of the Southeast 1/4 of Section 6.

Thence South $88^{\circ} 17' 41''$ West along a line that is parallel with and 6.09 feet Southerly of the North line of the South 1/2 of the Southeast 1/4 of Section 6, a distance of 220.00 feet to a 1/2" galvanized steel pipe set, said point also being the true point of beginning.

Thence South $01^{\circ} 22' 05''$ East, along a line that is parallel with the East line of Section 6, a distance of 480.00 feet to a 1/2" galvanized steel pipe set.

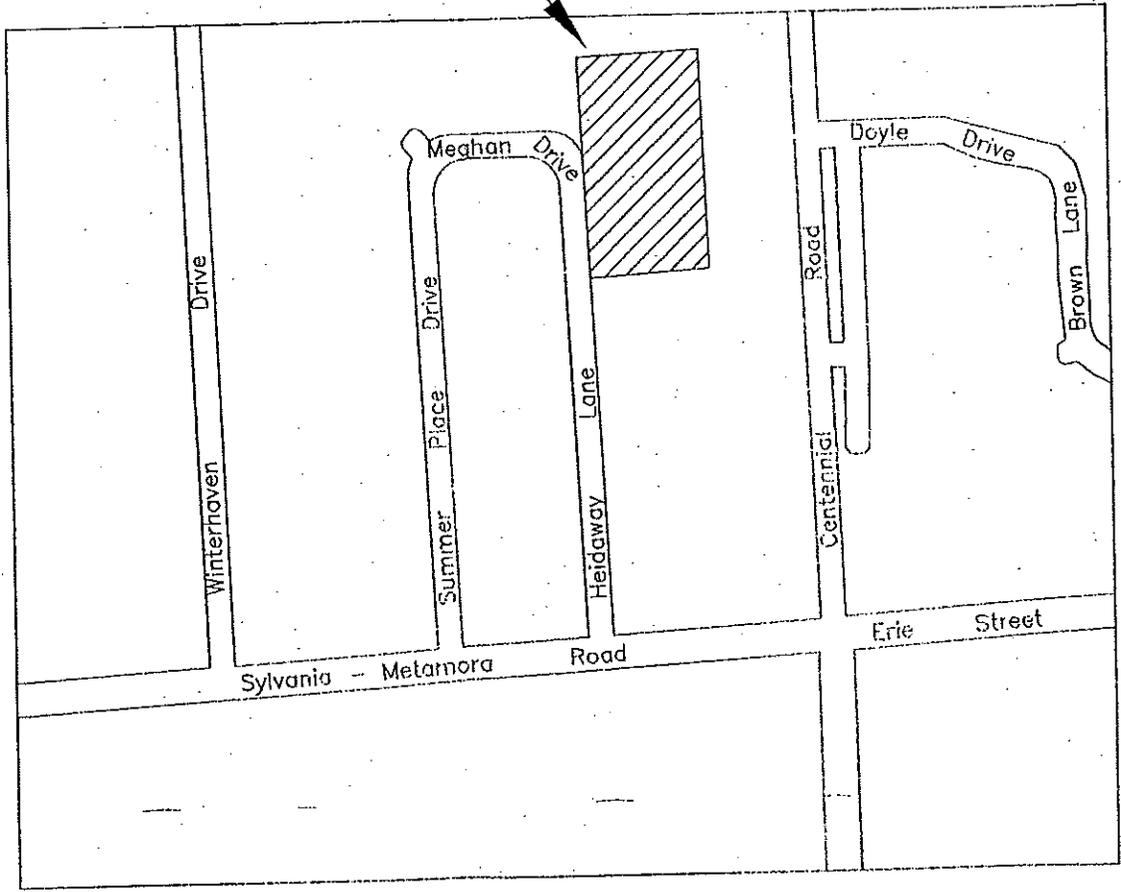
Thence South $88^{\circ} 17' 40''$ West along a line that is parallel with the North line of the South 1/2 of the Southeast 1/4 of Section 6, a distance of 269.83 feet to a 1/2" galvanized steel pipe set.

Thence North $01^{\circ} 20' 45''$ West, a distance of 480.00 feet to a 1/2" galvanized steel pipe set on a line that is parallel with and 6.09 feet Southerly of the North line of the South 1/2 of the Southeast 1/4 of Section 6.

Thence North $88^{\circ} 17' 40''$ East along a line that is parallel with and 6.09 feet Southerly of the North line of the South 1/2 of the Southeast 1/4 of Section 6, a distance of 269.64 feet to the true point of beginning.

AMENDMENT TO PLANNED DEVELOPMENT
AND
PRELIMINARY SITE PLAN
OF
PINE TREE VILLAGE
CITY OF SYLVANIA, LUCAS COUNTY, OHIO

SITE



SITE MAP

1" = 400'

11

**AGREEMENT FOR THE DISCHARGE OF SANITARY SEWER
FROM THE SERVICE AREA OF WHITEFORD TOWNSHIP
SEWAGE DISPOSAL SYSTEM NO. 2**

This Agreement, made and entered into as of this _____ day of _____, 2012, by and with the TOWNSHIP OF WHITEFORD, a Township corporation in the State of Michigan (hereinafter sometimes referred to as WHITEFORD), the CITY OF SYLVANIA, a municipal corporation and political subdivision in the County of Lucas and State of Ohio (hereinafter sometimes referred to as SYLVANIA) and the COUNTY OF LUCAS, a political subdivision of and in the State of Ohio (hereinafter sometimes referred to as LUCAS).

WHEREAS, WHITEFORD represents that it is fully authorized under the laws of the State of Michigan and Act 188 Public Acts of Michigan of 1954 (M.C.L. 41.721 et seq.) and by its township board to enter into this Agreement for the discharge and disposal of sanitary sewage from the service area of Whiteford Township Sewage Disposal System No. 2 to the City of Sylvania Sewer System; and

WHEREAS, SYLVANIA and LUCAS represent that they are duly authorized to enter into this Agreement for the acceptance and ultimate disposal of sanitary sewage from the service area of Whiteford Township Sewage Disposal System No. 2, SYLVANIA being authorized by Ordinance of its Council and LUCAS being authorized by Resolution of its Board of Commissioners; and

WHEREAS, the service area of Whiteford Township Sewage Disposal System No. 2 is that area in Whiteford Township, Monroe County, Michigan, designated as Whiteford Township Sewage Disposal System No. 2 Service Area on Exhibit A attached hereto and made part hereof, which area is sometimes hereinafter referred to as the Service Area; and

WHEREAS, the Service Area will be connected by a force main constructed from a pump station in the Service Area near Brown Street in the village of Ottawa Lake, south along Memorial Highway to the designated point of connection in Main Street in the City of Sylvania to the Sylvania Sanitary Sewer System; and

WHEREAS, in order for SYLVANIA to accept sanitary sewage from the Service Area of WHITEFORD and for such sanitary sewage to be transported to the Lucas County Sanitary Sewer System and treated at the Maumee River Waste Water Treatment Plant of Lucas County, it is necessary for the parties hereto to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and the covenants of each party to the other, the parties hereto agree as follows:

1. WHITEFORD is hereby given permission to connect said sanitary sewer force main servicing said Service Area to the City of Sylvania sanitary sewer in Main Street at the designated point and to discharge sanitary sewer originating in said Service Area through such connection to the Sylvania Sanitary Sewer System on and subject to all of the conditions hereinafter set forth.

2. The connection is temporary only and shall be permitted to remain only so long as there is sufficient capacity in Sylvania's sewer lines at the point of connection to accept the flow, it being understood that such temporary connection shall not extend, in all events, beyond December 31, 2052. Upon expiration or termination of this Agreement, the parties agree to meet and negotiate in good faith an extension of this Agreement or a new agreement for the discharge of sanitary sewer.
3. WHITEFORD will maintain Sylvania's standards and install a flow meter to measure the amount of sewage discharged to the Sylvania Sanitary Sewer System from the Service Area by the force main. Sylvania personnel will read the flow meter and WHITEFORD will have access thereto. If the flow meter and appurtenances thereto are not maintained or not sufficiently maintained in the sole discretion of SYLVANIA, SYLVANIA may make such repairs or maintenance on same as it deems appropriate and the entire cost thereof shall be paid by WHITEFORD in addition to Sylvania's charge for sanitary sewer service and upon such additional charge being included in the bill for such services. Said flow meter shall be calibrated annually by persons certified in such practice.
4. WHITEFORD agrees to pay for the sewage passing through the flow meter at the rate as provided in Section 925.05 of the Sylvania codified ordinances or as may be amended; provided however, the rates for WHITEFORD shall remain at the sixty-seven percent (67%) surcharge as presently provided. The billing for the sewage passing through the flow meter shall be monthly. SYLVANIA shall send all bills for sanitary sewer service to WHITEFORD or its agent designated for handling billing services.
5. Total daily flow through the flow meter shall not exceed 0.12 million gallons per day. If the total daily flow through the flow meter exceeds 0.12 million gallons per day, SYLVANIA or LUCAS may terminate this Agreement on 180 days notice.

In any event, if the sewage flow received by Sylvania in any billing month from Whiteford exceeds a volume equivalent to the number of days in the billing month times the contracted daily flow of 0.12 million gallons (allowable monthly total), there shall be a surcharge applied equivalent, initially, to \$383 times each million gallons, or fraction thereof, of flow exceeding the allowable monthly total. Billing month shall be defined as the period from the last Monday of a calendar month through the last Monday of the next calendar month.

All proceeds from this surcharge shall be deposited in a separate Sylvania fund to be used exclusively toward the cost of the next expansion of Sylvania trunk sewer and/or Maumee River Waste Water Treatment Plant. Interest earned in this fund shall become part of the fund and used exclusively toward the cost of the next expansion. Surcharge billings shall be determined each month and billed monthly. Further, the \$383 per million gallon surcharge rate shall be escalated

annually beginning on January 1, 2013 based on the Engineering News Record Construction Cost Index with the base index being 9,176 for January of 2012.

6. WHITEFORD agrees to abide by all applicable Ordinances, rules and regulations of Sylvania in any respect pertaining to sanitary sewers and charges and rates therefore, including, but not limited to, Chapters 925 and 929 of the Codified Ordinances of Sylvania, 1979, as amended, and as they may be amended from time to time, and including rules promulgated by the Director of Public Service of Sylvania from time to time.
7. WHITEFORD agrees to maintain and restore the sanitary sewer connection in Main Street in the City of Sylvania right-of-way so as not to cause any damage to existing pavement and facilities and to do so in such a manner as to create no liability on SYLVANIA in any respect, all of which WHITEFORD does hereby agree and further agrees to save and hold SYLVANIA harmless therefrom.
8. SYLVANIA certifies that it will obtain the approval of the Ohio Environmental Protection Agency for such project and will file a copy thereof with WHITEFORD and LUCAS.
9. WHITEFORD agrees with SYLVANIA and LUCAS that the waste discharged from said force main to the Sylvania Sanitary Sewer System will, at all times, be in compliance with the Lucas County industrial pre-treatment program as administered and inspected by the Lucas County Sanitary Engineer's office and will, at all times, be within the effluent metal limitations for processed waste water as provided by State of Ohio and Federal regulations. All pre-treatment systems, if required in the future, must be reviewed and approved by the Office of the Lucas County Sanitary Engineer prior to installation of same.
10. Lucas County, by entering into this Agreement, hereby approves the use of the force main connecting to the Sylvania Sanitary Sewer System in Main Street and approves of discharge of sanitary sewage from said Service Area into the Sylvania Sanitary Sewer system for ultimate treatment and disposition at the Lucas County Maumee River Waste Water Treatment Plant, which approvals are subject to all of the foregoing conditions.
11. In the event that any one or more of the provisions of this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, but this contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
12. WHITEFORD shall be permitted to assign or subcontract its duties and responsibilities, including but not limited to operation and maintenance of the Whiteford Township Sewage Disposal System No. 2; provided however, that it

shall remain liable for said agent's or subcontractor's actions taken within the scope of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by the undersigned, being duly authorized by the respective governing bodies of such parties, all as of the day and year first above written.

TOWNSHIP OF WHITEFORD

By: _____
Walter H. Ruhl, Supervisor

By: _____
Angela Christensen, Clerk

CITY OF SYLVANIA

By: _____
Craig A. Stough, Mayor

By: _____
Scott S. Smith, Director of Finance

APPROVED BY:

James E. Moan, Sylvania Director of Law

COUNTY OF LUCAS

By: _____
President, Board of County
Commissioners

By: _____
County Commissioner

By: _____
County Commissioner

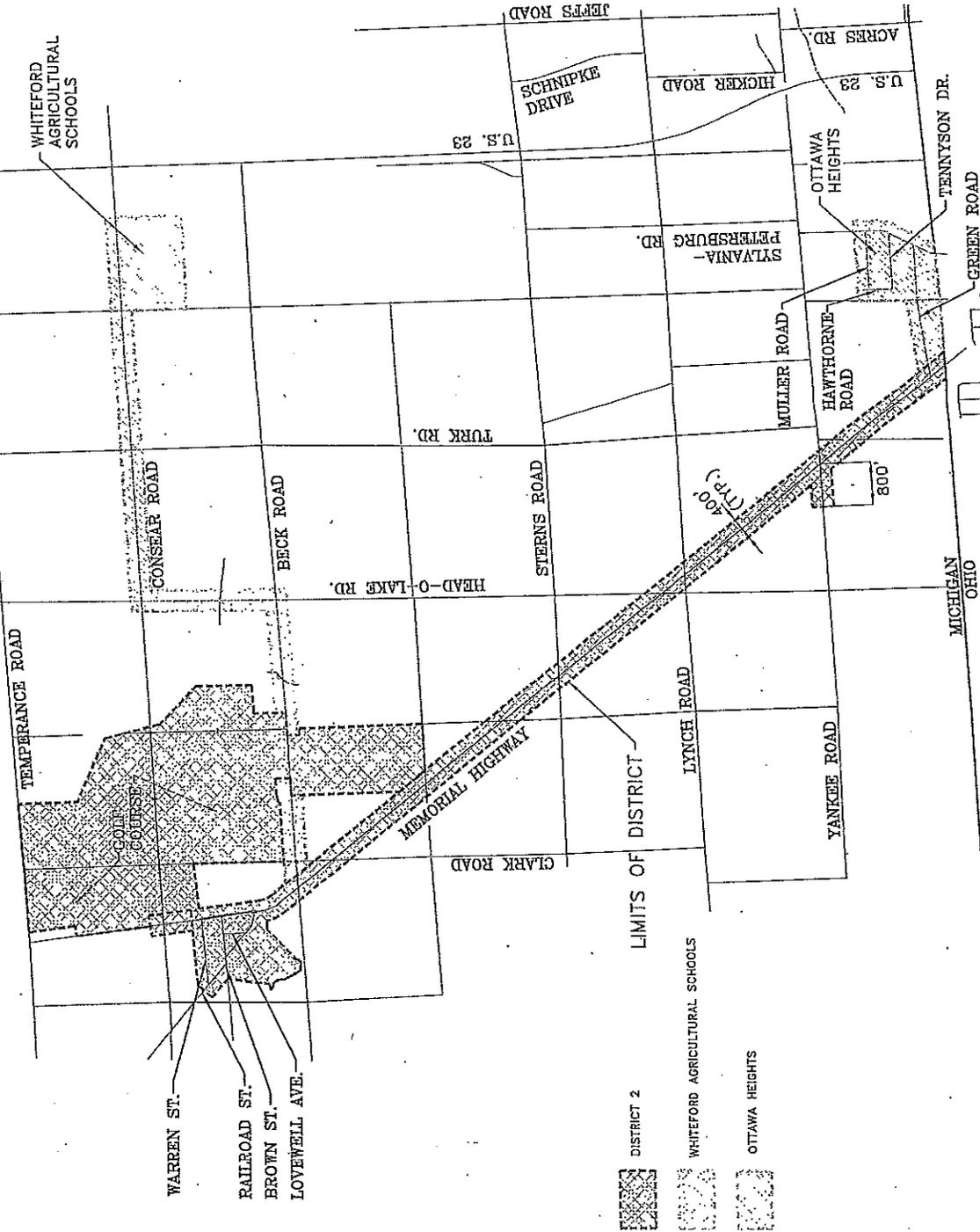
APPROVED AS TO FORM BY:

Lucas County Prosecutor

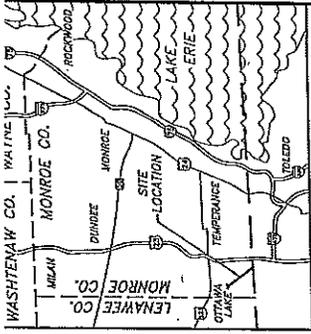
"WHITEFORD TOWNSHIP - SANITARY DISTRICT 2"

POTENTIAL EXTENSIONS

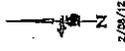
WHITEFORD TOWNSHIP, T. 8&9 S., R. 6 E., MONROE COUNTY, MICHIGAN



"Exhibit A" Resolution 5-2012



SHEET INDEX
C-101 COVER
WHITEFORD TOWNSHIP ZONING MAP



WHITEFORD TOWNSHIP ENGINEER
DAVID ARCHER CONSULTANTS, INC.
110 AEN STREET
DUNDÉE, MICHIGAN 48131
(734) 823-5090

GOVERNING AGENCY
WHITEFORD TOWNSHIP
WALTER RUEL, SUPERVISOR
5450 SCHOOL ROAD
PETERSBURG, MI 48270
(734) 854-2415

THE OFFICIAL SEAL OF A PROFESSIONAL ENGINEER, REGISTERED IN THE STATE OF MICHIGAN, IS REQUIRED FOR ALL PLANS AND SPECIFICATIONS PREPARED BY AN ENGINEER.