

Minutes of the Meeting of Council  
March 21, 2016

The Council of the City of Sylvania, Ohio met in regular session on March 21, 2016 at 7:30 p.m. with Mayor Craig A. Stough in the chair. Roll was called with the following members present: Katie Cappellini, Mark Frye, Doug Haynam, Sandy Husman, Mark Luetke, Jason Mishka, Mary Westphal (7) present;(0) absent.

Roll call:  
All present.

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

Pledge of Alleg.

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

Requests were made for the following additions to the agenda:

Additions to the agenda.

- 10a. Schedule a Finance Committee meeting.
- 10b. Schedule a Zoning & Annexation Committee meeting.
- 11. Update on King Road Speed Signage schedule.
- 12. C.O.W. Executive Session to discuss possible legal action.

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

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

Mrs. Westphal presented the March 7, 2016 meeting minutes. Mrs. Westphal moved, Mrs. Husman 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 March 7, 2016 be approved; roll call vote being: Frye, Haynam, Husman, Luetke, Mishka, Westphal, Cappellini, (7) yeas; (0) nays. The motion carried.

Approval of the March 7 meeting minutes.

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

Mayor Stough read and presented a Proclamation to the Sisters of St. Francis celebrating their 100 year anniversary and their many contributions to our community.

Proclamation... Sisters of St. Francis.

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

Service Director's report on Municipal Parking Lot Resurfacing Project was placed on file. Mrs. Husman presented and read aloud by title only, proposed Ordinance No. 18-2016, a written copy of same having been previously furnished to each member of Council, "Accepting the proposal of Gerken Paving, Inc. and authorizing the Mayor and Director of Finance to enter into a contract for the Municipal Parking Lot Resurfacing Project with same; authorizing the expenditure for the improvements in the amount of \$37,000; appropriating funds therefore; and declaring an emergency."; Mrs. Husman

Ordinance 18-2016; "Accepting proposal... Gerken Paving ...Muni Parking Lot

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

Mrs. Husman moved, Mr. Luetke seconded, that Ordinance No. 18-2016 be enacted as an emergency measure as declared therein; roll call vote being: Husman, Luetke, Mishka, Westphal, Cappellini, Frye, Haynam, (7) yeas; (0) nays. The motion carried.

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

Service Director Aller report on Bikes and Roundabouts was placed on file. Mr. Shaw reviewed the information that will be used primarily for educational efforts. Bikes & Roundabouts educational efforts.

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

Service Director’s report on the Street Right-of-Way Maintenance was placed on file. Mr. Frye moved, Mr. Haynam seconded to refer this matter to the Streets Committee for review and comment ; roll call vote being: Luetke, Mishka, Westphal, Cappellini, Frye, Haynam, Husman, (7) yeas; (0) nays. The motion carried. Street Right-of-Way Maint. Policy referral to Street Committee.

Mayor Stough stated that since there were no items for agenda item 9, Council will now consider agenda item 10.

Mrs. Westphal scheduled a Finance Committee meeting for April 1, 2016 at 8:00 a.m. in the Finance Department Conference room in the Administration Building to review the Finance & Debt Policy. Finance Com. Mtg. 4/1/16, 8:00 a.m.

Mr. Haynam scheduled a Zoning & Annexation Committee meeting for March 30, 2016 at 8:00a.m. in the Service Department Conference room in the Administration Building to discuss the updated draft of the Design Guidelines. Z & A Com. Mtg. 3/03/16, 8:00 a.m.

Mr. Frye scheduled a Streets Committee meeting for April 4, 2016 at 7:00 p.m. in Council Chambers to review the Street Right-of-Way Maintenance Policy. Streets Com. Mtg. 4/4/16, 7:00 p.m.

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

Mr. Shaw reported the change of signage for the King Road Speed update should be completed by end of this week by Lucas County.

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Mrs. Westphal moved, Mr. Luetke seconded to enter into C-O-W Executive Session to discuss possible legal action at 8:12 p.m.. Roll call vote being: Mishka, Westphal, Cappellini, Frye, Haynam, Husman, Luetke, (7) yeas; (0) nays. The motion carried.

C-O-W  
Executive  
Session re:  
possible legal  
action.

Mrs. Westphal moved, Mr. Frye seconded to return from C-O-W Executive Session and return to regular session at 8:55 p.m. Roll call vote being: Westphal, Cappellini, Frye, Haynam, Husman, Luetke, Mishka, (7) yeas; (0) nays. The motion carried.

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

Mrs. Westphal moved, Mrs. Husman seconded that this meeting adjourn; all present voting yea (7); (0) nays. The motion carried and the meeting adjourned at 8:56 p.m.

Adjournment.

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Clerk of Council

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Mayor



DEPARTMENT OF PUBLIC SERVICE

KEVIN G. ALLER, PE DIRECTOR

April 1, 2016

To: The Mayor and Members of Sylvania City Council

Re: **Refuse/Recycling Contract**

Dear Mr. Mayor and Council Members:

This contract will expire August 31, 2016. We are in discussions with our current provider regarding possible modifications to that contract.

We are also in discussions with the Lucas County Solid Waste District regarding options available to the City if we were to contract our solid waste & recycling services through their office.

Please contact us if you have any questions or comments regarding our future refuse/recycling services that we provide. We will certainly consider any item presented.

Please call if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kevin G. Aller", is written over a horizontal line.

Kevin G. Aller, P.E.  
Director of Public Service  
KGA/dsw

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# City Of Sylvania

DEPARTMENT OF PUBLIC SERVICE

KEVIN G. ALLER, PE DIRECTOR

April 4, 2016

To: The Mayor and Members of Sylvania City Council

Re: **KING ROAD WIDENING & RESURFACING & HARROUN ROAD RESURFACING**

Dear Mr. Mayor and Council Members:

We received bids on March 24, 2016 for the above referenced project. There were a total of two (2) bids received.

The lowest bid was submitted by Gerken Paving, Inc. of Napoleon, Ohio. Their bid of \$505,591.90 was approximately 11.4% under the Engineer's Estimate of \$570,793.

Therefore, it is our recommendation that the contract be awarded to Gerken Paving, Inc. of Napoleon, Ohio 43545, in the amount of \$505,591.90.

Please call if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Kevin G. Aller".

Kevin G. Aller, P.E.

Director of Public Service

dsw

ORDINANCE NO. 19 -2016

**ACCEPTING THE BID OF GERKEN PAVING, INC. AND AWARDING THE CONTRACT FOR THE KING ROAD WIDENING AND RESURFACING AND HARROUN ROAD RESURFACING PROJECT TO SAME; AUTHORIZING THE EXPENDITURE FOR THE IMPROVEMENTS IN THE AMOUNT OF \$505,591.90; APPROPRIATING FUNDS THEREFORE; AND DECLARING AN EMERGENCY.**

WHEREAS, plans for the King Road Widening and Resurfacing and Harroun Road Resurfacing Project have been completed and are now on file with the Clerk of this Council; and,

WHEREAS, the Clerk of Council was authorized to advertise for bids at the March 7, 2016 Council meeting and thereafter the Clerk advertised for bids, and the bids were opened on March 24, 2016, and thereafter, the Director of Public Service, by report dated April 4, 2016, stated that the total estimate for the King Road Widening and Resurfacing and Harroun Road Resurfacing Project was \$570,793 and the following bids were received:

<u>BIDDERS</u>	<u>BID PRICE</u>
Gerken Paving, Inc.	\$505,591.90
Crestline Paving	544,489.00

WHEREAS, the two (2) bids offered by the above bidders meet all of the City's specifications and the Director of Public Service, by report dated April 4, 2016, has recommended acceptance of the lowest and best bid of Gerken Paving, Inc. and that the contract for the King Road Widening and Resurfacing and Harroun Road Resurfacing Project be awarded to same.

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

SECTION 1. That the bid of Gerken Paving, Inc., Napoleon, Ohio for said King Road Widening and Resurfacing and Harroun Road Resurfacing Project, in the amount of Five Hundred Five Thousand Five Hundred Ninety-One and 90/100 Dollars (\$505,591.90), is hereby determined to be the lowest and best bid received and the same is hereby accepted.

SECTION 2. That the Mayor and Director of Finance be, and hereby are, authorized and directed to execute a contract with the bidder named in Section 1 above for the furnishing of such labor and materials in accordance with said bid.

SECTION 3. That to provide funds for said improvement project hereby authorized, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore appropriated to **Account No. 401-7610-53503 – Street Improvements**, the total sum of Five Hundred Five Thousand Five Hundred Ninety-One and 90/100 Dollars (\$505,591.90).

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 bid of Gerken Paving, Inc. should be accepted immediately so as to provide for the commencement of the King Road Widening and Resurfacing and Harroun Road Resurfacing Project at the earliest possible time. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

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

Passed, \_\_\_\_\_, 2016, as an emergency measure.

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

ATTEST:

APPROVED AS TO FORM:

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

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

APPROVED:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

**ORDINANCE NO. 20-2016**

**ACCEPTING AN EASEMENT FROM GLR OHIO #6 LIMITED PARTNERSHIP FOR THE PURPOSE OF MAINTAINING AND INSTALLING A BIKE PATH; AND DECLARING AN EMERGENCY.**

WHEREAS, the City of Sylvania desires to construct, install and maintain a bike path over a portion of GLR Ohio #6 Limited Partnership's property located at 5871 Monroe St., Sylvania, Ohio; and,

WHEREAS, the Director of Law has obtained the necessary easement from GLR Ohio #6 Limited Partnership, which easement has been executed and tendered to the City of Sylvania and a copy of said easement in the form and substance of "Exhibit A" is attached hereto and made a part hereof.

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

SECTION 1. That the easement as to executed and tendered as described on "Exhibit A" be, and the same hereby is, accepted from GLR Ohio #6 Limited Partnership, the grantor therein.

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

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

SECTION 4. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 5. That the Clerk of Council is hereby directed to post a copy of this Ordinance in the Office of the Clerk of Council in the Municipal Building pursuant to ARTICLE

III, Section 12, of the Charter of this City.

SECTION 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the installation of the hike and bike path should proceed without further delay. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

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

Passed, \_\_\_\_\_, 2016, as an emergency measure.

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

ATTEST:

APPROVED AS TO FORM:

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

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

APPROVED:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

## **EASEMENT AGREEMENT**

This Easement Agreement ("Agreement") is made as of \_\_\_\_\_, 2016 by and between **GLR OHIO #6 LIMITED PARTNERSHIP**, a Nevada Limited Partnership having its address at 1412 Arrowhead Dr., Maumee, OH 43537 ("GLR") and the **CITY OF SYLVANIA**, a municipal corporation organized and operating under the laws of the State of Ohio, with its address at 6730 Monroe St., Sylvania, OH 43560 ("City").

### **RECITALS:**

- A. GLR is the owner of the GLR Property.
- B. GLR has agreed to grant to the City the Bikeway Easement and the Construction and Maintenance Licenses for the term and the purposes and under the conditions herein provided.

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

### **I. DEFINITIONS**

Wherever used herein, the following capitalized terms shall be defined as follows:

1.1 "Bike Trail" means the paved public pathway for bicycles and people on foot extending from Silica Drive and Monroe Street on the west to the northbound exit ramp of U.S. Route 23 and Monroe Street on the east, including, where applicable, the segment located on the GLR Property.

1.2 "Bikeway Easement" means the rights granted with respect to the Bikeway Easement Area, subject to the conditions stated in Parts II, III and IV of this Agreement.

1.3 "Bikeway Easement Area" means the area designated as the Bikeway Easement Area on the Drawing and legally described on Exhibit C to this Agreement.

1.4 "Bikeway Easement Area Improvements" means the improvements to be made within the Bikeway Easement Area as described in Part III of this Agreement.

1.5 "Construction License" means the license to construct the Improvements described in Part III of this Agreement.

1.6 "Construction Contracts" means all agreements, written or oral, between the City and Contractors for the construction of the Improvements.

1.7 "Contractors" means individuals and business entities having contracts with the City for the construction or maintenance of the Improvements and who have satisfied the requirements of Parts III and IV of this Agreement.

1.8 "Drawing" means the drawing of the GLR Property attached hereto as Exhibit B showing the Bikeway Easement Area.

1.9 "GLR Parties" means GLR, its tenants and subtenants and each of their customers, agents and other invitees.

1.10 "GLR Property" means the parcel of land having a street address of 5871 Monroe Street, Sylvania, Ohio 43560 which is legally described on Exhibit A attached hereto.

1.11 "Improvements" means the Bikeway Easement Area Improvements.

1.12 "Maintenance License" means the license to maintain the Improvements described in Part VI of this Agreement.

1.13 "Maintenance Specifications" means the Maintenance Specifications attached hereto as Exhibit D.

1.14 "Permitted Hours" means the hours during which the City permits members of the general public to use the Bike Trail, but not earlier than dawn nor later than dusk, Sunday through Saturday.

1.15 "Permitted Users" means employees and Contractors of the City and members of the general public using the Bike Trail.

1.16 "Pump Station Parcel" means the parcel of land adjacent to the south line of the GLR Property owned by the City on which the City has erected a sanitary sewer pump station.

1.17 "Termination Notice" is defined in Section 6.1.

## **II. BIKEWAY EASEMENT**

2.1 GLR grants to the City a non-exclusive easement on and over the Bikeway Easement Area for use by Permitted Users during Permitted Hours for travel by foot or bicycle and for no other purpose. Motor vehicles shall be prohibited on the Bikeway Easement Area, except vehicles used by the City for purposes permitted by this Agreement or for health and safety emergencies.

2.2 The Bikeway Easement is terminable by GLR pursuant to Section 6.1 of this Agreement.

2.3 GLR shall not block or obstruct the Bikeway Easement Area or any part thereof or authorize or permit the same to be blocked or obstructed by any means whatsoever.

2.4 The City shall have the right to prohibit public access and use of the Bikeway Easement Area from time to time as deemed necessary by the City through the installation of gates or other obstructions located only on the Bikeway Easement Area and to limit access by or exclude the public by appropriate means from any portion of the Bikeway Easement Area.

2.5 Nothing contained in this Agreement shall limit the right of GLR to use and enjoy the Bikeway Easement Area in any manner that is not inconsistent with the easement rights granted in this Agreement.

## **III. CONSTRUCTION OF IMPROVEMENTS**

3.1 GLR grants to the City a license ("Construction License") to construct the Improvements using only its employees and Contractors strictly in accordance with the following terms:

3.1.1 The City shall construct in the Bikeway Easement Area only the pavement, landscaping and fencing shown on the Drawing (together, the "Bikeway Easement Area Improvements"). The Bikeway Easement Area Improvements shall be made at the City's sole cost during Permitted Hours within twelve (12) months following the date of this Agreement and shall be removed pursuant to Section 6.2 of this Agreement. No other Improvements shall be made by the City within the Bikeway Easement Area. The City shall obtain GLR's approval of the plans and specifications for the Bikeway Easement Area Improvements before installing them, which approval by GLR shall not be unreasonably delayed or withheld.

3.2 The City's employees and Contractors may have access over the Bikeway Easement Area for the purpose of delivering materials for the Improvements and conducting construction activities; provided, however, that all materials to be incorporated in the Improvements shall be stored on the Pump Station Parcel or elsewhere until used in the construction of the Improvements and the grassy area on the Pump Station Parcel shall be restored to its original condition, or better, when the Improvements have been completed. UNDER NO CIRCUMSTANCES SHALL THE BIKEWAY EASEMENT AREA BE USED FOR (i) THE STORAGE OF MATERIALS PRIOR TO THEIR INCORPORATION IN THE IMPROVEMENTS; OR (ii) FOR THE TRANSPORT AND/OR STORAGE OF MATERIALS TO BE INCORPORATED IN IMPROVEMENTS LOCATED OFF OF THE GLR PARCEL.

3.3 Contractors' employees working on the construction of the Improvements may not park on the GLR Property.

3.4 All Improvements shall be constructed strictly at the locations and in the manner shown on the Drawing and described in this Part III.

3.5 The City agrees that it shall not permit its Contractors to enter on the GLR Property unless it has obtained from each of them a Construction Contract containing provisions: (i) requiring the Contractor to contact GLR's designated representative concerning the scheduling of construction of the Improvements so as not to unduly interfere with the business operations of GLR and its tenants and subtenants; (ii) providing for the use and restoration of the GLR Property during and after the construction of the Improvements to the same or better condition; (iii) requiring the Contractor to implement safety measures reasonably acceptable to GLR's designated representative to protect the GLR Parties and members of the public, (iv) requiring the Contractor to indemnify the GLR Parties against injury to persons or property caused by the Contractors and their employees and agents, (v) requiring the Contractor to provide general liability insurance, including contractual liability coverage, meeting the requirements of Section 5.4 naming the GLR Parties as additional insureds and to provide a certificate of such insurance to GLR's designated representative at or prior to the time that the Contractor first enters upon the GLR Property, (vi) warranting to GLR that the Improvements will be constructed with new materials of high quality and with good workmanship, and (vii) acknowledging that the Contractor has received and reviewed a copy of this Agreement, has, in particular, reviewed Part III of this Agreement and agrees, for the benefit of GLR, to conduct its construction activities strictly in accordance with the terms of this Agreement. The Construction Contracts shall give the GLR Parties the right to directly enforce the above provisions against the Contractors if the City does not enforce such provisions immediately upon demand by the GLR Parties. Until GLR gives notice of any change to the City, GLR's designated representative is Julie Bair.

3.6 The City or its Contractors shall construct the Improvements in accordance with all applicable federal, state and local laws, ordinances and regulations (including but not limited to those relating to environmental quality). In addition, all Improvements shall be performed by

the City or its Contractors: (i) at the City's sole expense; (ii) in a good and workmanlike manner; and (iii) in a manner consistent with this Agreement and with all contracts with the City relating to its Bikeway Project.

#### **IV. MAINTENANCE OF IMPROVEMENTS**

GLR grants to the City a license ("Maintenance License") to enter upon the Bikeway Easement Area during the term of this Agreement to maintain the Improvements after their initial construction and installation as follows:

4.1 The City or its Contractors shall repair and maintain the Improvements in accordance with the Maintenance Standards and applicable federal, state and local laws, ordinances and regulations. Except as provided below, all such maintenance and repair shall be performed by the City or its Contractors: (i) at the City's sole expense; (ii) in a good and workmanlike manner; (iii) in compliance with all applicable federal, state and local laws, ordinances and regulations (including, but not limited to, those relating to environmental quality); and (iv) in a manner consistent with this Agreement and with all contracts with the City relating to its Bikeway Project. In order to provide for the safety of cyclists and pedestrians using the Bike Trail, the City shall remove all trees and bushes lying north of a line drawn parallel to and one hundred feet (100') south of the south right-of-way line of Monroe Street and between the west line of the GLR Property and the northbound U.S. Route 23 exit ramp on the property owned by the State of Ohio. Notwithstanding the preceding, (a) GLR, at its own expense, shall promptly and completely repair any damage to the Improvements caused by the GLR Parties; and (b) GLR shall have the right, on its own behalf and at its sole expense, to pursue claims against or to seek contribution from third parties for damages to the Improvements.

4.2 The City, at its sole expense, shall (i) cause its Contractors to properly maintain and regularly clean and empty all portable refuse containers, if any, located in the Bikeway Easement Area; (ii) pay for all electrical and water utility services provided to any electrical fixtures and irrigation systems located in the Bikeway Easement Area; (iii) cause its Contractors to properly maintain and regularly pick up trash and other debris in the grassy areas located adjacent to the Bikeway Easement Area; (iv) cause its Contractors to properly maintain the fence installed along the Easement Area in good condition and repair, and shall replace, if necessary, the elements of the fence to keep it in the condition required hereunder, and (v) otherwise maintain the Bikeway Easement Area in accordance with the maintenance specifications set forth on Exhibit D attached hereto and incorporated herein.

4.3 UNDER NO CIRCUMSTANCES SHALL THE BIKEWAY EASEMENT AREA BE USED FOR (i) THE STORAGE OF MATERIALS PRIOR TO THEIR INCORPORATION IN THE IMPROVEMENTS; OR (ii) FOR THE TRANSPORT AND/OR STORAGE OF

MATERIALS TO BE INCORPORATED IN IMPROVEMENTS LOCATED OFF OF THE GLR PARCEL.

**V. INDEMNIFICATION AND INSURANCE**

5.1 The City agrees to defend, indemnify and hold harmless the GLR Parties from and against all claims, costs, actions, causes of action, suits, judgments, damages, liabilities and losses (including, but not limited to, reasonable attorneys' fees and fees of expert witnesses and other consultants) resulting from (i) personal injury, bodily injury or death of any person or destruction of property arising out of or in any way connected with the use of the Bikeway Easement Area by employees of the City or the Contractors or by members of the general public who are not GLR Parties or, without limiting the generality of the foregoing, the negligence, willful misconduct or omission to act of the City or its respective agents, employees, officials, representatives, Contractors or subcontractors in connection with the construction, installation, repair, replacement, modification or maintenance of the Improvements; and (ii) the breach of the obligations of the City or its Contractors under this Agreement. Notwithstanding the preceding, the obligation of the City to indemnify the GLR Parties shall not apply to the extent that any claims, costs, actions, causes of action, suits, judgments, damages, liabilities and losses arise from or in connection with the gross negligence or willfully wrongful acts or omissions of the GLR Parties.

5.2 The City, at its expense (or at the expense of its insurers) shall provide attorneys to defend against any actions brought against any of the GLR Parties for which indemnification is required under Section 5.1, whether or not such claims are rightfully brought or filed. Each of the GLR Parties may, at its own expense, provide attorneys to defend against any actions brought against any of the GLR Parties for which indemnification is required under Section 5.1, whether or not such claims are rightfully brought or filed. The City at its sole expense (or at the expense of its insurers) shall have the right to participate in such actions on its own behalf and on behalf of its employees and agents and to be represented by separate counsel. As long as the City is participating the defense of any such action and is defending it with reasonable diligence, the City shall have the exclusive right, in its sole and uncontrolled discretion, to settle any such claims, either before or after the initiation of litigation or other proceedings, on such terms as the City considers appropriate, provided that such settlement (i) does not impose any monetary obligations on the GLR Parties that will not be fully paid by the City or its insurers; (ii) does not materially impair any contractual rights of GLR, its tenants or subtenants (including rights under leases); and (iii) does not otherwise affect or restrict any of the GLR Parties' rights with respect to the use or enjoyment of the GLR Property in accordance with this Agreement or violate any law or regulation to which the GLR Parties are subject. The GLR Parties shall cooperate and assist the City with the review, adjudication and settlement of all third party claims subject to indemnification by the City under Section 5.1.

5.3 The City shall maintain commercial general liability insurance, including personal injury and blanket contractual liability insurance covering obligations with respect to injuries to persons and property described in Section 5.1, with a financially responsible insurer authorized to do business in Ohio in amounts not less than Five Million Dollars (\$5,000,000.00) per occurrence annually and not less than Five Million Dollars (\$5,000,000.00) in the aggregate annually with respect to occurrences or events upon the Bikeway Easement Area the City including activities of the City and the Contractors in connection with the construction, installation, repair and maintenance of the Project as a whole. The City shall be responsible for the payment of all premiums and deductibles under such insurance. Such insurance policies shall (i) provide primary coverage; (ii) be written on an occurrence, not a claims made, basis; (iii) name the GLR Parties and all mortgagees of the GLR Property as additional insureds; and (iv) provide that the insurer will deliver written notice to GLR at least thirty (30) days before expiration or cancellation of such policies. The City shall promptly furnish GLR with certificates evidencing such insurance upon each renewal thereof.

5.4 The City shall require each Contractor constructing the Improvements or performing repair, replacement, modification or maintenance of the Improvements to maintain: (i) workers' compensation insurance or self-insurance coverage in amounts not less than those required by law; (ii) commercial general liability insurance on an annual occurrence basis providing primary coverage of at least Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate meeting all of the requirements stated in Section 7.3 with respect to the City's insurance; and (iii) motor vehicle liability insurance covering owned, non-owned and leased vehicles with an annual limit of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage.

5.5 The provisions of Sections 5.3 and 5.4 requiring the City and its Contractors to carry insurance shall not be construed as waiving or limiting the obligations of the City under Section 5.1 or any other provision of this Agreement.

## VI. TERM

6.1 The Bikeway Easement and the terms and conditions of this Agreement shall remain in full force and effect for so long as the Bike Trail is maintained by the City for public use in accordance with the terms of this Agreement. In the event that the Bike Trail should be closed or should otherwise fall into disuse for one year or longer, GLR shall have the right to terminate this Agreement and all easement and license rights granted hereunder by giving a notice ("Termination Notice") of termination to the City at any time following the end of such one year period. All easement and/or license rights terminated by a Termination Notice shall terminate sixty (60) days following the date of such Termination Notice. GLR shall have the right to give constructive notice of such termination by recording in the office of the Lucas County, Ohio Recorder an instrument, which, need not be signed by the City, reciting the termination actions taken by GLR. Any delay or failure by GLR to record such constructive

notice of termination shall not postpone, delay or waive the effective date on which such termination shall occur under this Section 6.1.

6.2 Upon termination of the Bikeway Easement, the City, at its sole expense, shall remove the Improvements on the Bikeway Easement Area within ninety (90) days following notice from GLR to do so, weather permitting.

6.3 In the event that the City determines that one or more of the easements granted under this Agreement is no longer needed or desirable, the City may terminate such easement by an appropriate written instrument executed by the City and recorded in the office of the Recorder of Lucas County, Ohio stating the date upon which such easement has terminated or will terminate. The City shall deliver a copy of such termination document to GLR at or before the recording thereof.

6.4 Until terminated as hereinabove provided, the easement granted under this Agreement shall run with the land and shall be binding upon and enforceable by the successors and permitted assigns of GLR and the City.

## VII. NOTICES

All notices, consents, demands or waivers by GLR or the City shall be in writing and shall be effective upon receipt on any business day before 5:00 p.m. local time and on the next business day if received after 5:00 p.m. or on other than a business day, if delivered by any of the following means: (i) personal delivery, (ii) delivery by prepaid messenger, express or air courier or similar courier, (iii) delivery by United States first class certified or registered mail, postage prepaid, return receipt requested, or (iv) transmittal by electronically confirmed telecopier, facsimile or e-mail if confirmed by one of the other permitted means of delivery, addressed as follows:

If to GLR:                   GLR Ohio #6 Limited Partnership  
                                  c/o Bennett Management Corp.  
                                  1412 Arrowhead Dr.  
                                  Maumee, OH 43537  
                                  Attention: President  
                                  Facsimile: 419-865-0912

If to the City:             City of Sylvania, Ohio  
                                  6730 Monroe Street  
                                  Sylvania, OH 43560  
                                  Attention: Law Director  
                                  Facsimile: 419-885-8998

or to such other address as to which the party to receive notice has notified the other party pursuant to this Part IX. Notices delivered by personal delivery shall take effect upon delivery; notices delivered by courier shall take effect on the next business day following the date that they are delivered to the courier service; notices delivered by United States Mail shall take effect on the third business day after mailing; and notices transmitted by telecopier, facsimile or e-mail shall take effect on the day when sent if received at the office or computer, as the case may be, of the recipient before 5:00 p.m. local time on the day when sent or on the next following business day if not received before 5:00 p.m., provided that such notice is confirmed by one of the other permitted means of delivery. "Business day" means any day other than a Saturday, Sunday or federal holiday.

### **VIII. NO DEDICATION**

The grant of certain easement rights to the City under this Agreement is not intended nor shall it be construed to be a dedication of the Bikeway Easement Area to the public use and the acceptance by the City of the easements granted under this Agreement is not intended and shall not be construed as an acceptance of a dedication of such Easement Areas to the public use. It is intended and agreed by the parties to this Agreement that GLR and its successors in title retain full fee simple ownership of the GLR Parcel in its entirety subject only to the easement rights granted the City hereunder.

### **IX. ASSIGNMENT**

The City shall not assign its rights under this Agreement without obtaining the prior written consent of GLR, which may be given or withheld in GLR's sole discretion. No assignment by the City to which GLR consents shall relieve the City from its obligations hereunder. The benefits and burdens of this Agreement shall pass to each successor in title to the GLR Property without further action on the grantor's part. Upon transfer of title to the GLR Property, the transferor shall cease to have any further responsibility or liability under this Agreement.

### **X. WAIVER OF EMINENT DOMAIN**

The City expressly waives all rights which it may have under the laws of the State of Ohio to take the easement rights granted to the City by GLR under this Agreement by exercise of its power of eminent domain whether or not GLR exercises its right to terminate all or any of the easement rights granted hereunder. The City and GLR acknowledge and agree that the City's waiver of its right of eminent domain under this Part X constitutes a material inducement to and consideration for GLR's execution and delivery of this Agreement and that GLR has executed and delivered this Agreement in reliance upon the City's waiver. Consistent with the City's waiver of its right of eminent domain under this Part X, the City acknowledges and agrees that there is no public necessity for the City to acquire the easement rights granted to the City by

GLR under this Agreement since the Bike Trail can be rerouted to avoid the GLR Property and the easement provided by this Agreement over the GLR Property is not essential to the use of the Bike Trail by the general public or for the construction or maintenance of the Bike Trail. The waiver of the right of eminent domain stated in this Part X shall be binding upon the City, upon all boards or commissions of the City and upon all successors to the rights of the City under this Agreement. The waiver of the right of eminent domain stated in this Part X shall survive the termination of this Agreement.

## **XI. GLR RIGHT TO PUT GLR PROPERTY TO THE CITY**

Notwithstanding the provisions of Part X of this Agreement and without waiving or limiting GLR's rights under Part X, in the event that the City, or any other entity having the power of eminent domain gives notice to GLR of its election to proceed by eminent domain to obtain any of the easement rights granted to the City hereunder or to acquire fee simple title to the Bikeway Easement Area or any part of any of such area, GLR shall have the right to require the City to purchase the entire GLR Property for its then fair market value, but not less than \$1,300,000, which sum shall be increased by a percentage thereof equal to any percentage increase in the CPI for the month prior to the month in which the closing of the purchase occurs over the CPI for January 2016. The following terms shall govern the sale of the GLR Property to the City:

- i. GLR shall exercise its right to sell the GLR Property to the City by written notice to the City.
- ii. The closing of the sale of the GLR Property to the City shall occur within sixty (60) days following GLR's notice to the City under Subsection (i) above.
- iii. GLR shall convey fee simple title to the GLR Property to the City or its designee by a limited warranty deed free and clear of all liens and encumbrances other than easements and restrictions which do not prevent or prohibit the then current use of the GLR Property.
- iv. The City shall obtain, at its expense, all evidence of title, surveys, environmental reports and engineering reports which it may require and shall pay any transfer fees payable to the Lucas County, Ohio Auditor.

## **XII. MISCELLANEOUS**

12.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

12.2 Except as explicitly set forth herein, no amendment of, supplement to or waiver of

any obligations under this Agreement will be enforceable or admissible unless in writing and signed by the party against which enforcement or admission is sought. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted shall apply solely to the specific instance expressly stated.

12.3 The liability of GLR or any successor to GLR as owner of the GLR Property, shall be limited to its ownership interest in the GLR Property.

12.4 This Agreement sets forth the entire understanding of the parties relating to the easements granted herein and supersedes all prior understandings relating to them, whether written or oral. All Exhibits attached to this Agreement are incorporated by reference.

12.5 The captions in this Agreement are for reference only and shall not modify or affect this Agreement in any manner whatsoever. Wherever required by the context, any gender shall include any other gender, the singular shall include the plural, and the plural shall include the singular. Each party and its counsel have reviewed and revised this Agreement and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits.

12.6 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

12.7 This Agreement may be executed in any number of identical counterparts and each counterpart shall be deemed to be an original document. An electronic or facsimile of a counterpart signature page shall be considered the equivalent of an ink original for all purposes, provided, however, that each party agrees to promptly deliver an ink original to the other party.

12.8 The parties hereby acknowledge and agree that time is strictly of the essence with respect to the terms, conditions, obligations and provisions of this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, this Agreement has been executed and delivered on behalf of the parties by their duly authorized representatives as of the date first above written.

GLR OHIO #6 LIMITED PARTNERSHIP

CITY OF SYLVANIA

By: GLR PROPERTIES II, INC.,  
Its General Partner

By: \_\_\_\_\_  
Craig A. Stough, Mayor

By: \_\_\_\_\_  
Emily E. Bennett, President

By: \_\_\_\_\_  
Toby A. Schroyer, Director of Finance

STATE OF FLORIDA        )  
                                  ) ss:  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by Emily E. Bennett, the President, of GLR Properties II, Inc., a Delaware corporation, on behalf of the corporation as General Partner of GLR Ohio #6 Limited Partnership, a Nevada limited partnership, on behalf of the partnership.

\_\_\_\_\_  
Notary Public

STATE OF OHIO         )  
                              ) ss:  
COUNTY OF LUCAS     )

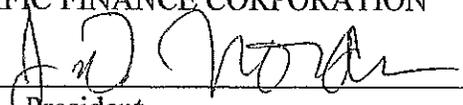
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by Craig A. Stough, Mayor, and Toby A. Schroyer, Director of Finance, of the City of Sylvania, an Ohio municipal corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

CONSENT OF MORTGAGEE

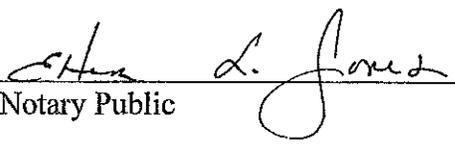
PACIFIC FINANCE CORPORATION, being the holder of a mortgage on the property described on Exhibit A to this Easement Agreement recorded at OR 20090511-0021632 in the office of the Lucas County, Ohio Recorder, hereby consents to the foregoing Easement Agreement.

PACIFIC FINANCE CORPORATION

By:   
President

STATE OF Connecticut  
COUNTY OF Fairfield ) ss:

The foregoing instrument was acknowledged before me this 23rd day of March, 2016 by John D. Moran, the President, of Pacific Finance Corporation, a Nevada corporation, on behalf of the corporation.

  
Notary Public

ELLEN L. JONES  
NOTARY PUBLIC  
STATE OF CT

My Commission Expires January 31, 2018

This Instrument Prepared by:  
Leslie B. Brinning, Director of Law  
for the City of Sylvania, Ohio  
6730 Monroe St.  
Sylvania, OH 43560

and

Michael S. McGowan, Esq.  
Shumaker, Loop & Kendrick, LLP  
1000 Jackson Street  
Toledo, OH 43604

**Exhibits to Easement Agreement  
between GLR Ohio #6 Limited Partnership and City of Sylvania**

Exhibit A – Legal Description of GLR Property

Exhibit B – Drawing

Exhibit C – Legal Description of Bikeway Easement Area

Exhibit D – Maintenance Specifications

EXHIBIT A

Parcel 1: The South three hundred (300) feet of the East one hundred ninety (190) feet of the Northeast quarter (1/4) of Section ten (10), Town nine (9) South, Range six (6) East in the City of Sylvania, Lucas County, Ohio, excepting therefrom that part deeded to the State of Ohio for road purposes bounded and described as follows:

Beginning at the Northwest corner of grantor's property, said point being two hundred eighty-nine and seventy-six hundredths (289.76) feet right of Station 43 + 57.98; thence Easterly along grantor's North property line to the Northeast corner of grantor's property, said point being on the East line of said Section ten (10), said point being one hundred sixty and forty hundredths (160.40) feet right of Station 44 + 97.14; thence Southwesterly to grantor's West property line at a point four hundred sixty (460) feet right of Station 45 + 14.36; thence Northerly along Grantor's West property line to the place of beginning.

Parcel 2: That part of the West one-half (1/2) of the Northwest quarter (1/4) of Section eleven (11), Town nine (9) South, Range six (6) East in the City of Sylvania, Lucas County, Ohio, bounded and described as follows:

Commencing at a point on the West line of said Section eleven (11), distant two hundred forty-one and thirteen hundredths (241.13) feet Northerly from the Southwest corner of the West one-half (1/2) of the Northwest quarter (1/4) of said Section; running thence Northerly along said West line a distance of three hundred seventy-seven and eighty-seven hundredths (377.87) feet to the centerline of Monroe Street; thence Southeasterly along the centerline of Monroe Street, a distance of three hundred thirteen and eighty-four hundredths (313.84) feet to a point; thence Southwesterly along a straight line a distance of two hundred eighty-four and seventy-three hundredths (284.73) feet to the place of beginning, containing one (1) acre of land, more or less.

Subject to legal highways.

Parcel 3: Part of the Northwest quarter (1/4) of Section eleven (11), Town nine (9) South, Range six (6) East, City of Sylvania, Lucas County, Ohio, bounded and described as follows:

Commencing at the intersection of the West line of said Section eleven (11) and the original centerline of Monroe Street; thence South forty-nine (49) degrees, fifty-two (52) minutes, zero (00) seconds East, along the

(Continued)

LEGAL DESCRIPTION  
(Cont.)

original centerline of Monroe Street, a distance of three hundred fourteen and ninety-six hundredths (314.96) feet to the point of beginning; thence South forty-six (46) degrees, thirty-three (33) minutes, twenty-five (25) seconds West, a distance of two hundred eighty and four tenths (280.04) feet to a point on the Grantor's Southwesterly line; thence North forty-nine (49) degrees, fifty-two (52) minutes, zero (00) seconds West, along the Grantor's Southwesterly line a distance of twenty-eight (28) feet to a point; thence North fifty-two (52) degrees, ten (10) minutes, eight (8) seconds East, along the Grantor's Northwesterly line, a distance of two hundred eighty-four and fifty-three hundredths (284.53) feet to the point of beginning, containing three thousand eight hundred ninety-six (3896) square feet of land, more or less.  
Subject to legal highways.

Parcel 4: Part of the Northwest quarter (1/4) of Section eleven (11), Town nine (9) South, Range six (6) East, City of Sylvania, Lucas County, Ohio, bounded and described as follows:

Commencing at the intersection of the West line of said Section eleven (11) and the original centerline of Monroe Street; thence South forty-nine (49) degrees, fifty-two (52) minutes, zero (00) seconds East, along the centerline of Monroe Street, a distance of three hundred thirteen and eighty-four hundredths (313.84) feet to the point of beginning; thence continuing South forty-nine (49) degrees, fifty-two (52) minutes, zero (00) seconds East, along the the centerline of Monroe Street a distance of one and twelve hundredths (1.12) feet to a point; thence South fifty-two (52) degrees, ten (10) minutes, eight (08) seconds West, a distance of two hundred eighty-four and fifty-three hundredths (284.53) feet to a point; thence North fifty-one (51) degrees, fifty-six (56) minutes, fifty-three (53) seconds East, a distance of two hundred eighty-four and thirty hundredths (284.30) feet to the point of beginning, containing one hundred fifty-nine (159) square feet of land, more or less.  
Subject to legal highways.

EXHIBIT D

MAINTENANCE SPECIFICATIONS

1. Site Furnishings

1.01 Trash Receptacles

- A. All trash receptacles will be inspected to ensure they are in good repair. Missing or damaged pieces will be replaced.
- B. Trash bags will be changed at regular intervals or when filled to capacity.

1.02 Dog Litter Stations

- A. All dog litter stations will be inspected to ensure they are in good repair. Missing pieces will be replaced.
- B. Dog litter trash bags will be changed at regular intervals or when filled to capacity.
- C. Dog litter bags will be replaced at regular intervals or when empty.

1.03 Bike Racks. All bike racks will be inspected to ensure they are in good repair. Missing or damaged pieces will be replaced.

1.04 Bike Lockers.

- A. Any bike storage lockers will be inspected to ensure they are in good repair. Missing pieces will be replaced.
- B. City will contract with a bike locker company to run the locker operations.

1.05 Wayfinding Signage

- A. All wayfinding signage will be inspected to ensure they are in good repair. Missing pieces will be replaced.
- B. The wayfinding signage will be updated as needed.

1.06 Drinking Fountains. All drinking fountains will be inspected to ensure they are in good repair. Missing pieces will be replaced.

2. Lighting

**2.01 Pedestrian Lights.**

- A. The pedestrian lights will have regular maintenance to ensure they are performing. Missing or damaged pieces will be replaced.
- B. Light lamps/bulbs will be replaced as needed.

**2.02 Light Wands.**

- A. The Light Wands will have regular maintenance to ensure they are performing. Missing or damaged pieces will be replaced.
- B. Light lamps/bulbs will be replaced as needed.

**2.03 Light Bollards.**

- A. The light bollards will have regular maintenance to ensure they are performing. Missing or damaged pieces will be replaced.
- B. Light lamps/bulbs will be replaced as needed.

**3. Concrete.**

**3.01 Concrete Pathways.**

- A. The Bikeway system will be periodically inspected to ensure that it is in good repair. Damaged areas will be replaced or repaired.
- B. Snow will be removed with a brush system upon accumulation of two (2) inches within twenty-four (24) hours.

**3.02 Concrete Stain.** Sealer will be reapplied as necessary in areas where concrete stain has been used.

**4. Landscape Maintenance.**

**4.01 Trees, Shrubs, and Ground Cover.**

- A. General. Keep all beds and planters in a clean, well-groomed, weed-and pest-free condition. Remove trash and debris from beds and maintenance edges weekly.
- B. Cultivating:
  - 1. Cultivate all bed areas as often as necessary to keep them in a

loose, uniform condition and free of weeds.

2. Maintain a symmetrical ring of cultivation around tree trunks.
3. Cultivate to a depth of 2 to 3 inches, leaving the soil at a uniform grade.
4. Do not cultivate around surface-rooted broadleaf evergreens which should not be disturbed other than by hand-weeding.
5. Cultivate at least once a month during the growing season, prior to irrigating during the winter, and after fertilizing.
6. Cultivate mulched beds prior to the seasonal addition of new mulch materials.

C. Mulching:

1. Topdress all shrub beds and tree rings with shredded composted bark at least once a year during April to maintain a uniform depth of approximately 2 inches. Where mulch exceeds 3 inches, remove excess before topdressing.
2. Apply 1 inch of double screened, finely shredded bark to all bulb plantings in the late autumn when seasonal flowers are removed.

D. Edging:

1. Maintain all steel edging at 1 inch maximum above finish grade.
2. Keep all hand-cut bed lines and tree rings cleanly edged, with smooth continuous curves or straight lines. Edges shall be cut at least bi-weekly during the growing season.

E. Fertilization:

1. Fertilize all trees, shrubs, ground cover, and seasonal flowers according to the following schedule:
  - a. Trees: Once a year during October apply a complete fertilizer.
  - b. Shrubs: Apply fertilizer at same annual rate as specified for trees, but split into two equal applications, one in October, and the other in April.

- c. Ornamental Grasses/Perennials/Ground Cover: Apply a complete slow-release organic fertilizer such as Milogranite at the rate of 3 lbs. available nitrogen per year, half in late March, the remainder in early July.
- F. **Weed Control:** Keep planting beds, stabilized aggregate surfaces, and tree rings within the improved grounds areas free of weeds by cultivation, manual removal, or by timely application of approved herbicides.
- G. **Insect/Disease Control:**
  - 1. Inspect all plantings on a weekly basis for possible infestations. Have all signs or symptoms diagnosed by a qualified specialist prior to applying a chemical control measure.
  - 2. All spraying shall be performed when the areas are clear of pedestrians, when winds are less than 5 MPH, and temperatures below 80 degrees Fahrenheit.
- H. **Pruning,**
  - 1. Prune all trees and shrubs as specified in this schedule. Work shall be accomplished by arborists and horticulturists experienced in all aspects of pruning.
  - 2. All pruning shall conform to standards established by the National Arborists Association.
  - 3. In general, do not shear plants; remove individual limbs back to main trunk or leader. Do not leave stubs. Use proper tool for cut being made. Be familiar with and maintain natural habit of plants when pruning.
  - 4. Utilize the following procedures when pruning the plant categories listed below:
    - a. Shade and Ornamental Trees. Maintain natural habit and proportions. Remove dead, damaged, or dangerous branches, water sprouts, suckers, and crossing branches.
    - b. Upright Conifers: Remove dead or damaged limbs and multiple leaders. Maintain compact, uniform growth by selectively removing portions of young 'candles' during extension in the spring.

- c. Spreading Conifers: Remove dead or damaged branches.
- d. Deciduous Shrubs:
  - i. Prune to maintain natural habit and proportions; do not shear. Periodically, thin canes to maintain vigor and new growth.
  - ii. Time pruning to prevent removal of flower buds.
- e. Hedges:
  - i. Shear hedges at least twice annually, once after spring flush, and once in late summer.
  - ii. Maintain size and proportion. Bevel face of hedges to optimize exposure to light.
- f. Ground Cover: To encourage dense, compact growth, tip prune back leggy growth during early spring when plants are still dormant.
- g. Annual Flowers: Pinch back plants as required to maintain uniform, compact plants.

I. Irrigation:

- 1. All plants designated as irrigated shall be watered from April through October. All plants not irrigated shall be hand-watered as required when moisture stress is evident.
- 2. Irrigation schedule shall be adjusted to provide optimum moisture levels and account for changes in seasonal moisture requirements. Take representative samples from root zone to determine soil moisture levels in both irrigated and non-irrigated plantings.

J. Plant Material Replacement:

- 1. Replace all dead or damaged plant materials that cannot be restored to original quality and character.
- 2. Make plant replacements only during normal planting seasons.
- 3. Replace all plant material in kind and, where possible, size; and in no case smaller than specified on original landscape documents.

Plants shall conform to American Standard for Nursery Stock.

- 4. Installation and establishment maintenance shall conform to the best professional practice.

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**ORDINANCE NO. 21-2016**

**ACCEPTING AN EASEMENT FROM SYLVANIA COUNTRY CLUB FOR THE PURPOSE OF MAINTAINING AND INSTALLING A BIKE PATH; AND DECLARING AN EMERGENCY.**

WHEREAS, the City of Sylvania desires to construct, install and maintain a bike path over a portion of Sylvania Country Club’s property located at 5201 Corey Rd., Sylvania, Ohio; and,

WHEREAS, the Director of Law has obtained the necessary easement from Sylvania Country Club, which easement has been executed and tendered to the City of Sylvania and a copy of said easement in the form and substance of “Exhibit A” is attached hereto and made a part hereof.

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

SECTION 1. That the easement as to executed and tendered as described on “Exhibit A” be, and the same hereby is, accepted from Sylvania Country Club, the grantor therein.

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

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

SECTION 4. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 5. That the Clerk of Council is hereby directed to post a copy of this Ordinance in the Office of the Clerk of Council in the Municipal Building pursuant to ARTICLE

III, Section 12, of the Charter of this City.

SECTION 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the installation of the hike and bike path should proceed without further delay. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

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

Passed, \_\_\_\_\_, 2016, as an emergency measure.

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

ATTEST:

APPROVED AS TO FORM:

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

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

APPROVED:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

## EASEMENT AND MAINTENANCE AGREEMENT

THIS EASEMENT AND MAINTENANCE AGREEMENT (this "Agreement") is entered into this \_\_\_\_ day of March, 2016, by and between Sylvania Country Club (the "Grantor"), whose address is 5201 Corey Rd., Sylvania, Ohio 43560 and the City of Sylvania (the "Grantee"), an Ohio municipal corporation, whose address is 6730 Monroe Street, Sylvania, Ohio 43560.

### RECITALS

WHEREAS, the Grantor is the sole owner in fee simple of certain real property in Sylvania, Lucas County, Ohio, more particularly described on EXHIBIT A, said property hereinafter referred to as the "Property", and

WHEREAS, the Grantor is willing to convey, and the Grantee is willing to accept a right of way over said Property consisting of a strip of land twenty-six (26) feet in width as shown on the Map attached hereto as EXHIBIT B (hereinafter the "Bikeway Easement Area");

WHEREAS, the bikeway is intended to enhance local, regional, and national biking and recreational opportunities for the general public as a section of the and to protect the natural, open space and environmentally significant areas associated with the trail; and

WHEREAS, the Grantee desires and intends to provide for a right-of-way for the use by the public over and across the Property and to permit the repair, maintenance and improvement of the bikeway corridor by the Grantee and/or Assigns.

NOW, THEREFORE, in consideration of the foregoing Recitals and other good and valuable consideration, receipt of which is hereby acknowledged by Grantor, the parties agree as follows:

#### I. PURPOSE OF THE EASEMENT:

The Easement is established for pedestrian non-motorized, passive recreational trail purposes, such as walking, hiking, biking, jogging, running, snowshoeing, and cross-country skiing. Should any question arise regarding the propriety of any use of the Bikeway Easement Area, this Easement shall be construed liberally in favor of such use; provided, however, that the Grantee or its designee, in its sole discretion, shall have the right to regulate or restrict uses (including but not limited to those specific uses listed above) which Grantee determines to be unsafe or otherwise detrimental to the continued use and vitality or the condition of the Bikeway Easement Area.

#### II. RIGHTS OF THE GRANTEE:

The Grantee shall have the following rights within the Bikeway Easement Area as holder of this Easement:

1. Construction and Maintenance of Bikeway Easement Area
  - a. The right to establish the Bikeway Trail across, over and through the Property at approximately the location indicated on the Map attached hereto as EXHIBIT B as the Bikeway Easement Area, and the right to permit use of the Bikeway Trail by the general public. Said use shall be limited to access by foot, bicycles, snowshoe, or ski over and across the Bikeway Easement Area.
  - b. The right to inspect the Trail Easement Area and to enforce the covenants of the Grantor and the rights of the Grantee by any action in law or in equity. The

Grantee shall not waive or forfeit its right to take legal action to enforce this agreement by any prior failure to act.

- c. Grantor agrees that the Grantee shall have the right to construct and install the Improvements in the Bikeway Easement Area. Except as provided in Section II(1)(e), the initial Improvements shall be constructed and installed at the sole expense of the City and in accordance with the Site Plan, which the Grantor hereby approves.
- d. Grantee and Grantor agree to cooperate in the enforcement of rights of the Grantor under Construction Contracts, including, without limitation, rights that the Grantor may have with respect to (i) scheduling the initial construction of the improvements; (ii) use and restoration of the Grantor's property during and after the initial construction of the Improvements; (iii) implementation of safety measures designed to protect invitees of the Grantor and members of the public; (iv) insurance coverage to be maintained by Contractors; (v) construction liens and other claims involving Contractors or subcontractors; (vi) indemnification by Contractors; (vii) Contractor warranties; (viii) performance of obligations under Construction Contracts by the Grantee.
- e. The Grantor acknowledges that modifications to the Site Plan may be necessary or desirable before or during the initial construction of the Improvements in order to prevent the cost of the Project from exceeding estimates or to adapt to unanticipated conditions or requirements. Grantor agrees that it will cooperate with Grantee in planning for any such modifications and that it will not unreasonably withhold any consent, approval or agreement needed in connection with such a modification of the Site Plan.

2. Grantee's Right to Suspend Trail Use

Grantee shall have the right to prohibit public access and use from time to time as deemed necessary by Grantee through the installation of gates or other obstructions, and to limit access by or exclude the public by appropriate means from any portion of the Bikeway Easement Area. Motor vehicles shall be prohibited, except vehicles in use by the Grantee for purposes permitted by this agreement or for health and safety emergencies.

3. Easement Runs with Land; Successors and Assigns

This Easement shall bind and run with title to the Property forever, and shall inure to the benefit of Grantee and Grantee's successors and assigns. Grantee may terminate this Easement as provided under Item #4, below.

4. Termination/Modification

In the event that the Grantee determines that the Bikeway Easement Area is no longer needed or desirable, the Grantee may terminate said Easement by written instrument duly signed by Grantee and fully acknowledged, and recorded in the land records of Lucas County, Ohio. This Easement and Maintenance Agreement may only be modified or amended by written instrument executed by the parties (or their successors in interest) and recorded in the land records of Lucas County, Ohio.

### **III. COVENANTS OF GRANTOR:**

AND IN FURTHERANCE of the foregoing affirmative rights, the Grantor makes the following covenants, on behalf of itself, its heirs, successors and assigns, which shall run with and bind the Property in perpetuity:

1. The Grantee, or its assigns, is authorized and permitted to undertake development of a bikeway path to meander within and across the Property only as shown on the final Site Plan for use by the general public;
2. The Bikeway Easement Area shall be used exclusively for public recreation;
3. The Grantor shall not construct or place temporary or permanent buildings, mobile homes, gates, advertising signs, billboards or other advertising materials or other structures upon the Bikeway Easement Area or obstruct Grantee's right of passage within the Bikeway Easement Area.

### **IV. MAINTENANCE OF BIKEWAY EASEMENT AREA:**

1. Following the initial construction and installation of the Improvements, Grantee shall repair and maintain the Improvements in accordance with the Maintenance Standards and applicable federal, state and local laws, ordinances and regulations. Except as provided below, all such maintenance and repair shall be performed by Grantee: (i) at its sole expense; (ii) in a good and workmanlike manner; (iii) in substantial compliance with all applicable federal, state and local laws, ordinances and regulations (including, but not limited to, those relating to environmental quality); and (iv) in a manner consistent with this Agreement and with all contracts with the City relating to the Project. Notwithstanding the preceding, (a) the Grantor, at its own expense, shall promptly and completely repair any damage to the Improvements caused by the Grantor or its contracts or subcontractors; and (b) Grantor shall have the right, on its own behalf and at its sole expense, to pursue claims against or to seek contribution from third parties for damages to the Improvements or to the Bikeway Easement Area.
2. Grantor acknowledges and agrees that Grantee is not undertaking to provide any patrols, monitoring or other security services with respect to the Project and that it has not assumed or agreed to insure against or to indemnify Grantor or any other person against damages or expenses arising from injuries to persons or property that do not arise directly from the design, construction, installation, repair or maintenance of the improvements or from the violation of other obligations of Grantee specifically set forth in this Agreement. Nothing in the Agreement shall prevent the Grantor from providing patrols, surveillance or other security services in the Bikeway Easement Area.
3. The Grantor shall pay all taxes, assessments, fees and charges of whatever description (if any) levied on or assessed against the Bikeway Easement Area by any competent authority.
4. The Grantee will construct and maintain fencing along that part of the Easement Area that abuts the Grantor's property. The fencing location and specifications will be as depicted on the drawing attached hereto as Exhibit B.

### **V. INDEMNIFICATION:**

1. Grantee agrees to defend, indemnify and hold harmless the Grantor and its officials, employees and agents from and against all claims, costs, actions, causes of action, suits, judgments, damages, liabilities and losses (including, but not limited to, reasonable attorneys' fees and fees of expert witnesses and other consultants) resulting from (i) personal injury, bodily injury or death of any

person or destruction of property arising out of or in any way connected with the negligence, willful misconduct or omission to act of the Grantee or its respective agents, employees, officials, representatives, contractors or subcontractors in connection with the construction, installation, repair, replacement, modification or maintenance of the Improvements; and (ii) the breach of the obligations of the Grantee under this Agreement. Notwithstanding the preceding, the obligation of Grantee to indemnify the Grantor and its officials, employees and agents shall not apply to any claims, costs, actions, causes of action, suits, judgments, damages, liabilities and losses that arise from or in connection with the gross negligence or willfully wrongful acts or omissions of the Grantor or its officials, employees or agents.

2. The Grantor may, at its own expense, provide attorneys to defend against any actions brought against the Grantor or against any of its officials, employees or agents for which indemnification is required under Section V(1), whether or not such claims are rightfully brought or filed. Grantee at its sole expense (or at the expense of its insurers) shall have the right to participate in such actions on its own behalf and on behalf of its directors, employees and agents and to be represented by separate counsel. As long as Grantee is participating the defense of any such action and is defending it with reasonable diligence, Grantee shall have the exclusive right, in its sole and uncontrolled discretion, to settle any such claims, either before or after the initiation of litigation or other proceedings, on such terms as Grantee considers appropriate, provided that such settlement (i) does not impose any monetary obligations on the Grantor or any of its officials, employees or agents that will not be fully paid by Grantee or its insurers; (ii) does not materially impair any contractual rights of the Grantor (including rights under leases); and (iii) does not otherwise affect or restrict any of the Grantor's rights with respect to the use or enjoyment of the Property in accordance with this Agreement or violate any law or regulation to which the Grantor is subject. The Grantor shall cooperate and assist Grantee with the review, adjudication and settlement of all third party claims subject to indemnification by Grantee under Section V(1).

## VI. INSURANCE:

1. Following completion of initial construction of the Improvements, Grantee shall maintain commercial general liability insurance, including personal injury and blanket contractual liability insurance covering obligations with respect to injuries to persons and property described in Section V(1), with a financially responsible insurer authorized to do business in Ohio in amounts not less than One Million Dollars (\$1,000,000.00) per occurrence and not less than Five Million Dollars (\$5,000,000.00) in the aggregate with respect to occurrences or events upon the Bikeway Easement Area and activities of Grantee in connection with the construction, installation, repair and maintenance of the Project as a whole. Grantee shall be responsible for the payment of all premiums and deductibles under such insurance. Such insurance policies shall (i) provide primary coverage; (ii) be written on an occurrence, not a claims made, basis; (iii) name the Grantor and all mortgagees of the Property as additional insureds; and (iv) provide that the insurer will deliver written notice to the Grantor at least thirty (30) days before expiration or cancellation of such policies. Grantee shall promptly furnish Grantor with certificates evidencing such insurance upon request. The provision of this Section requiring Grantee and its contractors to carry insurance shall not be construed as waiving or limiting the obligations of Grantee under Section V(1) or any other provision of this Agreement.
2. Grantee shall require each contractor and subcontractor performing repair, replacement, modification or maintenance of Improvements in the Bikeway

Easement Area to maintain: (i) workers' compensation insurance or self-insurance coverage in amounts not less than those required by law; (ii) commercial general liability insurance on an occurrence basis of at least One Million Dollars (\$1,000,000.00) per occurrence and Five Million Dollars (\$5,000,000.00) in the aggregate; and (iii) motor vehicle liability insurance covering owned, non-owned and leased vehicles with limits of not less than One Million Dollars (\$1,000,000.00) for bodily injury and property damage.

**VII. TERM:**

The term of this Agreement shall begin on the effective date shown in the first paragraph of this Agreement and shall continue for as long as the Improvements remain.

**VIII. GOVERNING LAW:**

This Easement shall be governed by and construed in accordance with the laws of the State of Ohio.

**IX. GENERAL PROVISIONS:**

1. The Grantee intends that this grant be a perpetual easement enforceable by the Grantee against the Grantor, its heirs, successors and assigns forever. If any provision of this agreement is found to be invalid, the remainder of its provisions shall not be affected thereby.
2. Any ambiguities in this easement shall be construed in a manner which best effectuates enhancement of a bikeway trail corridor.
3. The Grantee shall have the right to transfer or assign any and all rights and responsibilities accruing to it by the grant of this Easement, provided that such transferee or assignee expressly agrees to uphold the purposes of this Easement and to enforce its terms and conditions, subject to the consent of the Grantor, which consent shall not be unreasonably withheld. This Easement is fully valid and enforceable by any assignee of the Grantee whether assigned in whole or in part.
4. Any notices required in this Easement shall be mailed by certified mail to Grantee at the following address or such other address as may be hereafter specified in writing:  
City of Sylvania  
6730 Monroe St.  
Sylvania, OH 43560

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS THEREOF Grantor and Grantee have set their hands on the day and year first above written.

SYLVANIA COUNTRY CLUB

By

By

State of Ohio

Lucas County

)  
) ss.  
)

Personally came before me this 24th day of March, 2016, the above named Daniel Steinberg and as President and \_\_\_\_\_ of Sylvania Country Club, to me known to be the persons who executed the foregoing instrument and acknowledged to me that they executed the same.

Notary Public, State of Ohio

ACCEPTED this \_\_\_ day of \_\_\_\_\_, 2016.

CITY OF SYLVANIA

By \_\_\_\_\_  
Craig A. Stough, Mayor

By \_\_\_\_\_  
Toby A. Schroyer, Director of Finance

State of Ohio )  
Lucas County ) ss.

Personally came before me this 24th day of March, 2016, the above named Craig A. Stough, Mayor and Toby A. Schroyer, Director of Finance on behalf of the City of Sylvania to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Christere A. Palmerston  
Notary Public

This instrument prepared by:  
Leslie B. Brinning, Director of Law  
City of Sylvania  
6730 Monroe St.  
Sylvania, OH 43560  
(419) 885-7865

9

NOTICE TO LEGISLATIVE AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL  
6606 TUSSING ROAD, P.O. BOX 4005  
REYNOLDSBURG, OHIO 43068-9005  
(614)644-2360 FAX(614)644-3166

TO

2957890005 <small>PERMIT NUMBER</small>		N <small>TYPE</small>	R FUENTES 2 LLC DBA EL SALTO 2 5817 MONROE ST SYLVANIA OH 43560
ISSUE DATE			
12 24 2015 <small>FILING DATE</small>			
D1 D2 <small>PERMIT CLASSES</small>			
48 <small>TAX DISTRICT</small>	077 <small>RECEIPT NO.</small>	A	B05919 <small>RECEIPT NO.</small>

FROM 03/25/2016

<small>PERMIT NUMBER</small>		<small>TYPE</small>
<small>ISSUE DATE</small>		
<small>FILING DATE</small>		
<small>PERMIT CLASSES</small>		
<small>TAX DISTRICT</small>	<small>RECEIPT NO.</small>	



MAILED 03/25/2016

RESPONSES MUST BE POSTMARKED NO LATER THAN. 04/25/2016

IMPORTANT NOTICE

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

A N 2957890-0005

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING.

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

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

(Signature)

(Title)-  Clerk of County Commissioner

(Date)

Clerk of City Council

Township Fiscal Officer

CLERK OF SYLVANIA CITY COUNCIL  
6730 MONROE ST  
SYLVANIA OHIO 43560

LLC / PARTNERSHIP CROSS REFERENCE  
DISPLAY

PGECC

29578900005 PERMIT NBR  
R FUENTES 2 LLC  
DBA EL SALTO 2  
5817 MONROE ST  
SYLVANIA OH 43560

\*\*\*\*\*

RICARDO ROMO

01/07/2016 ACTIVE

PRESIDENT

5% MEMSHIP

PA2-KEY = END SESSION,      CLEAR-KEY = END OPTION,      ENTER-KEY = TO CONTINUE

A



**THE**

**2015**

**ANNUAL REPORT**

**SYLVANIA MUNICIPAL COURT**

**HONORABLE M. SCOTT RAMEY  
PRESIDING JUDGE**

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## **AUTHORITY AND TERRITORIAL JURISDICTION**

**COURT ESTABLISHED:** JANUARY 1ST, 1964

**AUTHORITY:** SECTION 1901.01  
OHIO REVISED CODE

### **GOVERNMENTAL UNIT OF ADMINISTRATION:**

WITHIN THE CORPORATE LIMITS OF THE CITY OF SYLVANIA, THE VILLAGES OF BERKEY, AND HOLLAND, WITHIN THE TOWNSHIPS OF SYLVANIA, RICHFIELD, SPENCER, AND HARDING AND WITHIN THOSE PORTIONS OF SWANTON, MONCLOVA, AND SPRINGFIELD TOWNSHIPS LYING NORTH OF THE NORTHERLY BOUNDARY OF THE OHIO TURNPIKE IN LUCAS COUNTY.

**NUMBER OF DAYS OF OPEN SESSION:** 260\*

\*CLERK ON DUTY BY CALL-IN 365 DAYS PER YEAR

**TERRITORIAL POPULATION:** 66,021 (as of 2005)

**PRESIDING JUDGE:** M. SCOTT RAMEY

## COURT OFFICERS

JUDGE.....M. SCOTT RAMEY  
ACTING JUDGES.....WILLIAM G. KRONCKE  
THOMAS G. PLETZ  
ROLF H. SCHEIDEL

CLERK OF COURT.....NITA MESSERSCHMIDT  
BAILIFF.....DEBRA AMATA  
DEPUTY BAILIFF.....DOUGLAS LAYMAN  
COURT OFFICER .....FRANK GLINKA  
COURT OFFICER .....RAYMOND SMITH

CHIEF PROBATION OFFICER.....NITA MESSERSCHMIDT  
PROBATION OFFICER.....APRIL GARREAU (RETIRED 02/28/15)

COURT SECURITY OFFICER.....EUGENE HARLESS JR  
COURT SECURITY OFFICER & DEPUTY BAILIFF.....KEITH P. MURRAY

DEPUTY CLERK CIVIL/SMALL CLAIM.....JOHNNA AMBORSKI  
DEPUTY CLERK ASSIGNMENT.....MARY CHALLEN  
PART-TIME FILE CLERK CLERKS OFFICE.....LAUREN DAUDELIN  
PROBATION OFFICER .....CHERYL GIBBS  
DEPUTY CLERK CRIMINAL/TRAFFIC.....LISA HOLTZ  
PROBATION OFFICER.....KATHY HUNTER  
PROBATION OFFICER .....KIMBERLY HUNTER  
DEPUTY CLERK CIVIL/SMALL CLAIMS.....KERRY JIANNUZZI  
PROBATION OFFICER .....SARAH KOLLE  
DEPUTY CLERK CRIMINAL/TRAFFIC.....JODY LAYMAN  
DEPUTY CLERK-CRIMINAL/TRAFFIC.....LESLIE MACK  
PART-TIME FILE CLERK CLERKS OFFICE.....GABRIELLE MACKINNON  
DEPUTY CLERK CRIMINAL/TRAFFIC.....KATHLEEN MCMANUS  
PART-TIME DEPUTY CLERK CIVIL/SMALL CLAIMS..... SHARON MICHALSKI  
PART-TIME DEPUTY CLERK PROBATION.....CHERYL MOORE  
PROBATION OFFICER .....CRISTEN MUSIC  
DEPUTY CLERK CRIMINAL/TRAFFIC.....TESA RAYOT  
PART-TIME DEPUTY CLERK PROBATION.....LISA SELMEK  
DEPUTY CLERK CRIMINAL/TRAFFIC.....EMILY SHAY  
LAW CLERK.....JACQUELINE SHULTZ  
PART-TIME FILE CLERK PROBATION .....KRISTINA STAMBAUGH  
PROBATION OFFICER .....JENNIFER WAITE

## TRUSTEESHIP DIVISION

### CASES FILED 2015

CASES PENDING END OF 2014	2
CASES FILED IN 2015	2
CASES TERMINATED IN 2015	1
CASES PAID IN FULL IN 2015	2
CASES PENDING DECEMBER 31, 2015	1

### TYPES OF TRUSTEESHIP TERMINATIONS:

MOVED FROM JURISDICTION	0
NON-PAYMENT INTO TRUSTEESHIP	1
BANKRUPTCY FILED	0
PAID IN FULL	2
TOTAL TERMINATIONS	3

## TRUSTEESHIP DIVISION - 2015

<b>ACCOUNT BALANCES : 12-31-14</b>	<b>\$495.88</b>
RECEIVED FOR CREDITORS	\$6,805.87
FILING FEES	\$36.00
COMPUTER FEES	\$4.00
OPERATION FEES	\$10.00
POUNDAGE	\$138.88
CHECKS CANCELLED & REISSUED TO TRUSTEE FOR BANKRUPTCY	0.00
NSF CHECK	0.00
<b>TOTAL RECEIPTS - 2015</b>	<b>\$6,994.75</b>
 <b>DISBURSEMENTS:</b>	
DISBURSED TO CREDITORS	\$6,654.42
DISBURSED TO TRUSTEE FOR BANKRUPTCY	0.00
CHECKS CANCELLED & REISSUED TO DEBTOR	0.00
LOST CHECK- REISSUED TO CREDITOR	0.00
<b>DISBURSEMENTS TO CREDITORS</b>	<b>&lt;\$6,654.42&gt;</b>
 <b>PAID TO THE CITY OF SYLVANIA:</b>	
FILING FEES	\$36.00
COMPUTER FEES	\$4.00
OPERATION FEES	\$10.00
POUNDAGE: 2% On Amounts Received for Creditors	\$138.88
<b>DISBURSED TO CITY OF SYLVANIA POUNDAGE FEE</b>	<b>&lt;\$188.88&gt;</b>
<b>ACCOUNT BALANCES : 12-31-15</b>	<b>\$647.33</b>
 <b>RECAPITULATION TRUSTEESHIP DIVISION</b>	
<b>ACCOUNT BALANCES: 12-31-14</b>	<b>\$495.88</b>
<b>RECEIVED:</b>	<b>\$6,994.75</b>
<b>DISBURSED</b>	<b>&lt;\$6,843.30&gt;</b>
<b>ACCOUNT BALANCES : 12-31-15</b>	<b>\$647.33</b>

## CIVIL DIVISION - 2015

**CASES FILED: 2015**

PERSONAL INJURY AND PROPERTY DAMAGE	34
CONTRACTS	1,114
FORCIBLE ENTRY & DETAINER	534
B.M.V. - POINT SUSPENSION	3
B.M.V. - REINSTATEMENT PAY-PLAN	12
B.M.V. - NO INSURANCE	15
OUT OF STATE DUI	3
LUCAS COUNTY DOG WARDEN	1
OTHER CIVIL	3
SMALL CLAIMS	243

	REGULAR CIVIL	SMALL CLAIMS	TOTAL
<b><u>TOTAL CASES FILED: 2015</u></b>	1,719	243	1,962
PENDING END OF 2014	472	38	510
DISPOSED OF IN 2015	<u>&lt;1,605&gt;</u>	<u>&lt;212&gt;</u>	<u>&lt;1,817&gt;</u>
<b>PENDING END OF 2015</b>	<b>586</b>	<b>69</b>	<b>655</b>
*REACTIVATED CASES 2015	46	2	48
*TOTAL CASE DETERMINATIONS	1,765	245	2,010

### LANDLORD TENANT DIVISION (ESCROW)

**CASES FILED: 2015**

CASES PENDING END OF 2014	1
CASES FILED 2015	7
CASES DISPOSED OF IN 2015	<u>&lt;8&gt;</u>
<b>CASES PENDING 12-31-15</b>	<b>0</b>

\*Pending cases reflect year end balance of Supreme Court Report, for reactivated cases see information on Page 45

## CIVIL DIVISION - 2015

### COLLECTIONS:

BALANCE CARRIED FORWARD - 2014	\$56,087.38
RECEIPTS 2015	\$873,537.04
CHECKS REISSUED	\$20,252.58
PAID TO UNCLAIMED FUNDS	\$410.79
LESS OPEN ITEMS 12-31-15	<\$35,939.63>
LESS JURY DEPOSIT	< <u>\$3,200.00</u> >
<b>TOTAL COLLECTIONS</b>	<b>\$911,148.16</b>

### DISBURSEMENTS:

#### CITY OF SYLVANIA:

CLERK & BAILIFF FEES - CIVIL	\$149,521.76
CLERK & BAILIFF FEES - SMALL CLAIMS	\$10,195.31
COPY FEES	\$16.10

#### COMPUTER FEES:

CIVIL DIVISION	\$3,120.00
SMALL CLAIMS DIVISION	\$482.00

#### OPERATION FEES:

CIVIL DIVISION	\$10,859.15
SMALL CLAIMS DIVISION	\$1,687.00

PAID TO UNCLAIMED FUNDS	\$410.79
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#### STATE COSTS:

CIVIL DIVISION	\$40,095.99
SMALL CLAIMS DIVISION	\$2,654.19

#### JUDGEMENTS:

CIVIL DIVISION	\$617,106.03
SMALL CLAIMS DIVISION	\$52,072.31

OVERPAYMENTS	\$421.25
CHECKS REISSUED	\$20,252.58
REFUND JURY DEPOSIT	\$1,850.00
REFUNDS	\$15.00
MEDIATION FEES	\$0.00
CITY FEES	\$238.70
TRANSFER TO COMMON PLEAS	\$150.00
<b>TOTAL DISBURSEMENTS 2015</b>	<b>\$911,148.16</b>

BALANCE ON HAND 12-31-2015	\$39,139.63
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**TRAFFIC AND CRIMINAL DIVISION 2015 NEW CASES FILED**

<b>DEPARTMENT</b>	<b>TRAFFIC</b>	<b>CRIMINAL</b>	<b>TOTAL</b>
OHIO STATE HIGHWAY PATROL	5,918	82	6,000
SYLVANIA CITY POLICE DEPT.	1,162	393	1,555
SYLVANIA TOWNSHIP POLICE	1,305	1,174	2,479
LUCAS COUNTY SHERIFF DEPT.	681	918	1,599
HOLLAND POLICE DEPT.	426	533	959
METRO PARK	12	8	20
BERKEY POLICE DEPT.	4	0	4
LUCAS COUNTY DOG WARDEN	0	64	64
ZONING VIOLATIONS	0	2	2
WILDLIFE DEPARTMENT (ODNR)	0	0	0
OTTAWA HILLS POLICE DEPT.	27	4	31
LIQUOR CONTROL	0	0	0
DIVISION OF TAXATION	0	4	4
TOLEDO METRO DRUG UNIT	0	2	2
HUMANE SOCIETY	0	3	3
CONTEMPT OF COURT - SMC	0	66	66
DEPT. OF HOMELAND SECURITY	0	0	0
OHIO DEPT. OF PUBLIC SAFETY	0	15	15
TOLEDO POLICE	0	0	0
MAUMEE	0	4	4
NORFOLK SOUTHERN	0	2	2
<b>TOTAL CASES FILED 2015</b>	<b>9,535</b>	<b>3,274</b>	<b>12,809</b>
<b>PENDING END OF 2014</b>	<b>583</b>	<b>416</b>	<b>999</b>
<b>FINAL DISPOSITIONS 2015</b>	<b>&lt;9,490&gt;</b>	<b>&lt;3,214&gt;</b>	<b>&lt;12,704&gt;</b>
<b>CASES PENDING END OF 2015</b>	<b>628</b>	<b>476</b>	<b>1104</b>
<b>*REACTIVATED CASES 2015</b>	<b>1,318</b>	<b>1,854</b>	<b>3,172</b>
<b>*TOTAL CASE DETERMINATIONS</b>	<b><u>10,808</u></b>	<b><u>5,068</u></b>	<b><u>15,876</u></b>
<b>**INCLUDED IN ABOVE TOTALS:</b>			
O.V.I. CASES FILED	418	FELONY CASES FILED	584
SEARCH WARRANTS	8	CRIMINAL SUBPOENAS	38
CRIMINAL FORFEITURE	10	CRIMINAL NO-FILE	6
DESTRUCTION OF PROPERTY	1		

\*Pending cases reflect year end balance of Supreme Court Report which counts number of cases for Defendants (not multiple charges filed per defendant). The agency total for 2015 reflects the total number of charges filed per defendant. For information on reactivated cases, see page 45.

**CRIMINAL DIVISION - DISBURSEMENTS 2015**

<b>CITY OF SYLVANIA</b>	
ORDINANCE FINES & FORFEITURES	\$41,320.24
LOCAL COSTS	\$467,486.97
40% O.S.H.P.	\$85,607.07
COMMUNITY SERVICE FEES	\$8,329.27
COMPUTER FEES - LEGAL RESEARCH	\$29,223.10
OPERATION FEES - COMPUTER IMPROVEMENT	\$67,772.42
DRUG ARRESTS - SEC. 513	\$5,100.75
D.U.I. ARRESTS	\$1,030.10
D.U.I. ARRESTS HOUSING	\$2,611.65
INDIGENT ALCOHOL TREATMENT ACCT.	\$7,277.26
INDIGENT DRIVER INTERLOCK (IDIF)	\$26,744.02
INDIGENT ALCOHOL TREATMENT I.A.T.C. (HB562)	\$9,380.22
INDIGENT ALCOHOL TREATMENT I.W.F.C (SM17)	\$0.00
HIGHWAY SAFETY - I.I.F.L.	\$0.00
EXPUNGEMENT FEE	\$20.00
PROBATION - % ADMINISTRATIVE CHARGE	\$721.81
PROBATION FEES	\$35,368.77
MISCELLANEOUS FEES ***SEE PAGE 15	\$147,038.45
I.S.F.C. (COURT INDIGENT SUPPORT FUND)	\$47,111.32
<b>TOTAL</b>	<b>\$982,143.42</b>

**CRIMINAL DIVISION - DISBURSEMENTS 2015 CONTINUED**

<b>TREASURER - STATE OF OHIO</b>	
50% O.S.H.P. FINES	\$106,598.82
VICTIMS OF CRIME STATE FUND	\$66,949.35
GENERAL REVENUE STATE FUND	\$3,728.86
SEAT BELT FINES	\$36,423.90
OSHP ARREST - D.U.I.	\$2,997.90
EXPUNGEMENT - 60%	\$780.00
OSHP ARREST - 2925 ORC	\$1,302.10
LIQUOR VIOLATION - 50%	\$883.43
HIGHWAY SAFETY - 65%	\$2,239.50
OVI ARREST I.D.S.F. (SB 209)	\$22,222.31
HIGHWAY SAFETY - I.I.F.S.	\$0.00
DRUG ENFORCEMENT FUND (DEFC)	\$21,219.24
JUSTICE PROGRAM SERVICES FUND (JPSF)	\$682.77
OVI ARREST I.D.F.C. (HB 562)	\$182,505.27
BAIL BOND SURCHARGE FEE	\$4,455.60
<b>TOTAL</b>	<b>\$452,989.05</b>

<b>BUREAU OF MOTOR VEHICLES</b>	
REINSTATEMENT FEES - LICENSE FORFEITURE	\$334.00
REINSTATEMENT FEES - WARRANT BLOCK	\$795.30
<b>TOTAL</b>	<b>\$1,129.30</b>

**CRIMINAL DIVISION - DISBURSEMENTS 2015 CONTINUED**

<b>TREASURER - LUCAS COUNTY</b>	
FINES - STATE CASES REGULAR	\$88,799.73
LAW LIBRARY UNDER ORC 3375.50	<\$3,081.85>
FINES - STATE TRAFFIC 4511.13 50%	\$18,849.93
FINES - STATE TRAFFIC OTHER 100%	\$35,844.07
OHIO STATE PATROL - 10%	\$21,356.09
JURY FEES	\$91.00
DOG WARDEN	\$1,529.60
EXPUNGEMENT FEES - 40%	\$500.00
HEALTH VIOLATION	\$0.00
COUNTY ARREST - 2925 ORC (DRUG)	\$1,189.00
LIQUOR VIOLATIONS - 50%	\$883.44
ZONING VIOLATIONS	\$0.00
D.U.I. ARRESTS	\$682.00
D.U.I. ARRESTS - HOUSING	\$15,395.50
PUBLIC DEFENDER FEE	\$25,242.55
<b>TOTAL</b>	<b>\$207,281.06</b>

<b>SYLVANIA TOWNSHIP</b>	
STATE CASES - TRAFFIC 50%	\$27,121.62
D.U.I. ARRESTS BY TOWNSHIP	\$2,171.30
TOWNSHIP ARRESTS - 2925 ORC	\$3,664.50
<b>TOTAL</b>	<b>\$32,957.42</b>

<b>HARDING TOWNSHIP</b>	
HARDING TOWNSHIP FINES	\$253.31
<b>TOTAL</b>	<b>\$253.31</b>

<b>CRIMESTOPPER</b>	
CRIMESTOPPER	\$865.50
<b>TOTAL</b>	<b>\$865.50</b>

**CRIMINAL DIVISION - DISBURSEMENTS 2015 CONTINUED**

<b>VILLAGE OF BERKEY</b>	
VILLAGE ORDINANCES FINES	\$222.00
D.U.I. ARRESTS BY VILLAGE	\$0.00
<b>TOTAL</b>	<b>\$222.00</b>

<b>VILLAGE OF HOLLAND</b>	
VILLAGE ORDINANCE FINES	\$7,252.85
D.U.I. ARRESTS HOLLAND	\$323.50
ARRESTS UNDER CHAP 2925 ORC - 50%	\$216.00
<b>TOTAL</b>	<b>\$7,792.35</b>

<b>VILLAGE OF OTTAWA HILLS</b>	
VILLAGE ORDINANCE FINES	\$0.00
D.U.I. ARRESTS OTTAWA HILLS	\$50.00
ARRESTS UNDER CHAP 2925 ORC - 50%	\$6.00
<b>TOTAL</b>	<b>\$56.00</b>

<b>METRO PARKS OF TOLEDO</b>	
PARK FINES	\$648.80
D.U.I. ARRESTS METRO PARK	\$15.00
ARRESTS UNDER CHAP 2925 ORC	\$0.00
<b>TOTAL</b>	<b>\$663.80</b>

<b>DEPARTMENT OF NATURAL RESOURCES</b>	
WILDLIFE VIOLATION FINES	\$445.40
ARRESTS UNDER CHAP 2925 ORC	\$0.00
<b>TOTAL</b>	<b>\$445.40</b>

<b>HUMANE SOCIETY</b>	
HUMANE SOCIETY VIOLATIONS	\$387.42
<b>TOTAL</b>	<b>\$387.42</b>

**CRIMINAL DIVISION - DISBURSEMENTS 2015 CONTINUED**

<b>STATE BOARD OF PHARMACY</b>	
ARRESTS UNDER CHAP 2925 ORC - 50%	\$3,140.21
<b>TOTAL</b>	<b>\$3,140.21</b>

<b>LUCAS COUNTY COMMISSIONERS</b>	
SHERIFF FEES	\$14,334.45
<b>TOTAL</b>	<b>\$14,334.45</b>

<b>LUCAS COUNTY LAW LIBRARY</b>	
50% OF LUCAS COUNTY TRAFFIC CASES ORC 4511 TO 4513	\$18,849.92
50% OF TOWNSHIP TRAFFIC CASES ORC 4511 TO 4513	\$27,121.61
SECTION 3375.50 - FINES/COST/FORFEITURES	\$3,081.85
<b>TOTAL</b>	<b>\$49,053.38</b>

<b>OHIO DEPARTMENT OF TAXATION</b>	
STATE TAX VIOLATION FINES	\$0.00
<b>TOTAL</b>	<b>\$0.00</b>

<b>OHIO DEPARTMENT OF AGRICULTURE</b>	
DEPARTMENT OF AGRICULTURE FINES	\$0.00
<b>TOTAL</b>	<b>\$0.00</b>

<b>OHIO BUREAU OF MOTOR VEHICLES</b>	
BMV FINES	\$0.00
<b>TOTAL</b>	<b>\$0.00</b>

<b>LUCAS COUNTY PORT AUTHORITY</b>	
PORT AUTHORITY FINES	\$0.00
<b>TOTAL</b>	<b>\$0.00</b>

**CRIMINAL DIVISION - DISBURSEMENTS 2014 CONTINUED**

<b>CAPITAL RECOVERY COLLECTIONS</b>	
COLLECTION FEES	\$103,765.07
<b>TOTAL</b>	<b>\$103,765.07</b>

<b>RECAPITULATION</b>	
TOTAL COLLECTIONS	\$1,857,479.14
TOTAL DISTRIBUTIONS	-\$1,857,479.14
BALANCE	\$0.00

\*\*\*MISCELLANEOUS FEES CONSIST OF THE FOLLOWING:

- CREDIT CARD CONVENIENCE FEE
- CITY FEE - MARRIAGE FEES, MISCELLANEOUS CRIMINAL AND TRAFFIC FEES
- COPY FEE
- COURT FEE FOR EXPUNGEMENT
- BENCH WARRANT LATE FEE
- REGULAR LATE FEE
- RESCHEDULE FEE FOR PRE-SENTENCE INVESTIGATION
- SHOW-CAUSE COURT FEE
- PROBATION CONDITION RESCHEDULING FEE

## BOND DIVISION - 2015

BOND ON HAND AS OF 12-31-2014	\$37,374.00
BONDS POSTED 2015	\$171,625.00
BONDS REINSTATED 2015	<u>\$0.00</u>
<b>TOTAL BONDS RECEIVED</b>	<b>\$208,999.00</b>
BOND REFUNDS	<\$148,169.00>
BOND TRANSFERS	<\$0.00>
BOND FORFEITURES	<\$19,312.00>
10% BOND FEE PAID TO CITY	<\$250.00>
10% ADMINISTRATIVE REINSTATEMENT FEE	<u>&lt;\$0.00&gt;</u>
<b>TOTAL BONDS PAID OUT</b>	<b>&lt;\$167,731.00&gt;</b>
BONDS HELD AS OF 12-31-2015	\$41,268.00

## OPERATING EXPENSES 2015

GENERAL EXPENSES	
REGULAR SALARY	\$933,400.28
OVERTIME	\$47,990.78
INTER DEPT. SERVICES	\$0.00
WORKERS COMPENSATION	\$20,158.01
P.E.R.S.	\$134,359.49
MEDICAL INSURANCE	\$247,752.12
LIFE INSURANCE	\$547.84
MEDICARE	\$13,571.69
TUITION	\$0.00
CONTRACT LABOR	\$17,329.39
MISC. EXPERT SERVICES	\$3,553.45
JANITORIAL SERVICES	\$31,380.78
DATA PROCESSING	\$4,272.49
INDIGENT - LEGAL	\$0.00
TOLEDO LAW LIBRARY ASSOCIATION	\$45,191.82
LCCCP BOARD SERVICE	\$25,000.00
BANK FEES	\$17,942.36
PRINTING	\$6,200.19
INSURANCE & BONDS	\$22,095.38
MACHINERY & EQUIPMENT RENTAL	\$13,293.75
OFFICE EQUIPMENT REPAIRS	\$2,827.73
BUILDING REPAIRS/MAINTENANCE	\$11,581.56
ELECTRICITY	\$22,162.62
NATURAL GAS	\$5,320.93
TELEPHONE	\$0.00
POSTAGE	\$31,054.56
GENERAL OFFICE EXPENSES	\$12,685.46
COPYING SUPPLIES	\$4,687.50
DUES & SUBSCRIPTIONS	\$7,372.26
CONFERENCES/CONVENTIONS/MILEAGE	\$5,610.14
BUILDING OPERATING SUPPLIES	\$1,843.39
JURY SERVICES	\$0.00
MISCELLANEOUS*	\$1,801.06

## OPERATING EXPENSES 2015 - CONTINUED

<b>GENERAL EXPENSE CONTINUED</b>	
REFUNDS	\$0.00
DATA PROCESSING EQUIPMENT	\$0.00
<b>TOTAL</b>	<b>\$1,690,987.03</b>

<b>COMPUTERIZATION</b>	
INFORMATION TECHNOLOGY SUPPORT	\$40,000.00
GENERAL OFFICE EXPENSE	\$227.80
<b>TOTAL</b>	<b>\$40,227.80</b>

<b>TOTAL EXPENDITURES</b>	<b>\$1,731,214.83</b>
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<b>CAPITAL OUTLAY BUILDING IMPROVEMENTS</b>	
NEW MUNICIPAL COURT BUILDING	\$50,000.00
<b>TOTAL</b>	<b>\$50,000.00</b>

<b>TOTAL</b>	<b>\$1,781,214.83</b>
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## PROBATION DEPARTMENT

COMMENCING JANUARY 1<sup>ST</sup>, 1992 THE SYLVANIA MUNICIPAL COURT ESTABLISHED A SELF-ADMINISTERED PROBATION DEPARTMENT. THE PROBATION DEPARTMENT CONSISTS OF:

NITA MESSERSCHMIDT, CHIEF PROBATION OFFICER (CLERK AS OF 04/01/12)  
APRIL GARREAU, PROBATION OFFICER (RETIRED 02/28/2015)  
CHERYL GIBBS, DEPUTY CLERK ASSIGNED TO PROBATION  
KIMBERLY HUNTER, DEPUTY CLERK ASSIGNED TO PROBATION  
KATHLEEN HUNTER, DEPUTY CLERK ASSIGNED TO PROBATION  
CHRISTEN MUSIC, DEPUTY CLERK ASSIGNED TO PROBATION  
JENNIFER WAITE, DEPUTY CLERK ASSIGNED TO PROBATION  
KRISTINA STAMBAUGH, PART-TIME FILE CLERK

THE PROBATION DEPARTMENT IS RESPONSIBLE FOR CONDUCTING PRE-SENTENCE INVESTIGATION REPORTS AS ORDERED BY THE COURT. PRE-SENTENCE AND POST-SENTENCE TRACKING OF ANY ORDERS FOR ATTENDANCE OF A.A. MEETINGS, DRUG TESTING, ALCOHOL ASSESSMENTS, COUNSELING, RESTITUTION, AND RELATED MATTERS. THE PROBATION DEPARTMENT ALSO ADMINISTERS DRUG SCREENS.

### 2015 PROBATION ACTIVITY

CASES REFERRED FOR PRE-SENTENCE INVESTIGATION	1964
DEFENDANTS REFERRED TO PROBATION FOR PSI	1488
CASES SENTENCED AND REFERRED TO PROBATION	1836
DEFENDANTS COMPLETING ALL TERMS OF PROBATION	766
UNSUCCESSFUL TERMINATIONS, JAIL IMPOSED	326
COURT ORDERED SUSPENDED SENTENCES	1535
DEFENDANTS ON ACTIVE PROBATION*	1224
SUMMONS ISSUED FOR VIOLATION OF PROBATION	1969
WARRANTS ISSUED FOR VIOLATION OF PROBATION	2531
PENDING CASES	322

\*THIS DOES NOT INCLUDE DEFENDANTS WHO HAVE AN ACTIVE SHOW CAUSE OR THOSE WHOSE SENTENCES HAVE BEEN REVOKED OR MODIFIED.

## INDIGENT DRIVERS FUNDS

R.C. 4511.191(M) ENACTED BY AM. SUB. S.B. 131 AND AMENDED H.B. 837 MANDATED THE CREATION OF A MUNICIPAL COURT INDIGENT DRIVERS ALCOHOL TREATMENT FUND. THIS FUND IS ADMINISTERED BY THE BOARD OF ALCOHOL, DRUG ADDICTION SERVICES BOARD (ADAS), LOCATED AT 3361 EXECUTIVE PARKWAY SUITE 102, TOLEDO OHIO.

OFFENDERS WHO QUALIFY FOR THIS FUND ARE THOSE CONVICTED OF A VIOLATION OF R.C. 4511.19 (OMVI, AND/OR ANY ALCOHOL/DRUG RELATED OFFENSE) OR A SUBSTANTIALLY SIMILAR MUNICIPAL ORDINANCE, WHO ARE ORDERED BY THE COURT TO ATTEND AN ALCOHOL OR DRUG ADDICTION TREATMENT PROGRAM, AND WHO ARE DETERMINED BY THE COURT TO BE UNABLE TO PAY THE COSTS OF ATTENDANCE AT THE TREATMENT PROGRAM.

FUNDING CONSISTS OF CERTAIN PORTIONS OF FINE MONIES COLLECTED BY THE MUNICIPAL COURT FOR VIOLATIONS OF R.C. 4511.19 (OMVI) AND A PORTION OF THE REINSTATEMENT FEE PAID UNDER 4511.19(J) BY A PERSON WHOSE DRIVER'S LICENSE OR PERMIT WAS SUSPENDED BY THE COURT. (THIS PAYMENT IS PERIODICALLY RECEIVED FROM THE STATE OF OHIO, BUREAU OF MOTOR VEHICLES).

HB 562 WENT INTO EFFECT 09/23/2008 WHICH CREATED A NEW \$10.00 COURT COST ON ALL MOVING VIOLATIONS AND REQUIRES PART OF THE PROCEEDS OF 15% OR \$1.50 FROM THIS COURT COSTS TO FUND SCRAM AND IGNITION INTERLOCK FOR INDIGENT TRAFFIC OFFENDERS.

SB 17 WENT INTO EFFECT 09/30/2008 WHICH INCREASES BASE OVI FINE BY \$50.00 AND REQUIRES THAT THE FIFTY DOLLARS OF EACH FINE BE CREDITED TO A COURT SPECIAL PROJECT FUND FOR THE PURPOSES OF FUNDING INTERLOCK AND SCRAM FOR INDIGENT OFFENDERS.

<b>COURT ORDERED INDIGENT TREATMENT</b>	3 DEFENDANTS
<b>COURT ORDERED INDIGENT INTERLOCK</b>	10 DEFENDANTS

### FUNDING/EXPENSE

<b>INDIGENT TREATMENT FUND BALANCE AS OF 12/31/2014</b>	\$76,039.75
PAYMENTS RECEIVED FROM FINE	\$16,746.24
PAYMENTS RECEIVED FROM STATE OF OHIO (BMV)	\$8,419.49
<b>TOTAL RECEIVED</b>	<b>\$25,165.73</b>
INDIVIDUAL TREATMENT PAID	<\$22,706.84>
5% ADMINISTRATIVE FEE PAID TO A.D.A.S.	<\$1,018.53>
<b>TOTAL PAID</b>	<b>&lt;\$23,725.37&gt;</b>
BALANCE IN FUND 12/31/2015	\$77,480.11
<b>INDIGENT ALCOHOL MONITORING FUND BALANCE AS OF 12/31/14</b>	<b>\$178,059.69</b>
PAYMENTS RECEIVED FROM FINE	\$27,833.94
ALCOHOL MONITORING PAID	<\$10,905.00>
BALANCE IN FUND 12/31/2015	\$198,988.63

BMV = Bureau of Motor Vehicles  
A.D.A.S. = Alcohol & Drug Addiction Services Board of Lucas County

## INDIGENT SUPPORT FUND - ISFC

THE INDIGENT SUPPORT FUND WAS CREATED BY ADMINISTRATIVE ORDER: 08-07 AND WENT INTO EFFECT 09/23/2008. THE COURT CREATED A SPECIAL PROJECTS FUND FOR INDIGENT COURT PROGRAMS. IT CURRENTLY SUPPORTS INDIGENT OFFENDERS PARTICIPATING IN THE SYLVANIA MUNICIPAL COURT DOMESTIC VIOLENCE AND ALTERNATIVE EDUCATION PROGRAMS AS WELL AS DRUG SCREENS. THE FUND ALSO PAYS FOR THE \$15.00 COMMUNITY SERVICE INSURANCE FEE. FUNDING IS FROM A \$10.00 FEE ASSESSED ON NON-MOVING TRAFFIC AND CRIMINAL CASES.

<b>COURT ORDERED INDIGENT TREATMENT</b>	247 DEFENDANTS
<b>COMMUNITY SERVICE INSURANCE FEE PAID</b>	43 DEFENDANTS

IN JUNE 2010, THE COURT BEGAN ADMINISTERING DRUG SCREENS FOR DEFENDANTS WHO OTHERWISE COULD NOT AFFORD THE COSTS OF DRUG SCREENS. THE FUND IS USED TO PURCHASE THE DRUG SCREENS AND NECESSARY SUPPLIES. THE DRUG SCREENS ARE ADMINISTERED BY THE PROBATION DEPARTMENT WITH THE ASSISTANCE OF COURT SECURITY.

<b>DRUG SCREENS ADMINISTERED BY THE COURT</b>	948 SCREENS
<b>INDIGENT DEFENDANTS FOR SCREENS</b>	189 DEFENDANTS

BALANCE ON HAND 12/31/2014	\$21,449.41
RECEIVED IN 2015	\$47,215.04
PAID OUT IN 2015	<u>&lt;\$44,862.39&gt;</u>
BALANCE ON HAND 12/31/2015	\$23,802.06

## COMMUNITY SERVICE

EFFECTIVE JANUARY 1, 1992 THE SYLVANIA MUNICIPAL COURT BEGAN SELF ADMINISTRATION OF THE COMMUNITY SERVICE PROGRAM, WHICH ORIGINALLY HAD BEEN CONTRACTED WITH THE TOLEDO PROBATION DEPARTMENT IN 1988. IN APPROPRIATE CASES, DEFENDANTS ARE SENTENCED TO PERFORM WORK HOURS AS ORDERED BY THE COURT AS AN ALTERNATIVE TO JAIL. OTHER AGENCIES IN LUCAS COUNTY ARE UTILIZED FOR THOSE DEFENDANTS THAT HAVE TRANSPORTATION ISSUES AND DO NOT RESIDE NEAR THE LISTED AGENCIES. THE FOLLOWING ARE THE NON-PROFIT CHARITABLE OR INSTITUTIONAL AGENCIES THAT HAVE AGREED TO PARTICIPATE.

### **SYLVANIA RECREATION**

8801 SYLVANIA-METAMORA RD.  
SYLVANIA, OH 43560

### **COMMON SPACE GLANN SCHOOL**

1700 N. REYNOLDS RD.  
TOLEDO, OH 43615

### **NATURE'S NURSERY**

1611 REED RD.  
WHITEHOUSE, OH 43571

### **TOLEDO BOTANICAL GARDENS**

5403 ELMER DR.  
TOLEDO, OH 43615

### **TAM O' SHANTER**

7060 W. SYLVANIA AVE.  
SYLVANIA, OH 43560

### **VOICES FOR HORSES**

19720 FOSTORIA RD.  
PEMBERVILLE, OH 43450

### **PAWS AND WHISKERS**

32 HILLWYCK  
TOLEDO, OH 43615

### **RESTORE HABITAT FOR HUMANITY**

1310 CONANT ST.  
MAUMEE, OH 43537

### **SPENCER TOWNSHIP**

630 N. MULKE RD.  
HOLLAND, OH 43528

### **SYLVANIA MUNICIPAL COURT**

6700 MONROE ST.  
SYLVANIA, OH 43560

**COMMUNITY SERVICE - 2015**

<b>AGENCY</b>	<b># OF PERSONS REFERRED</b>	<b>TOTAL ASSIGNED HOURS</b>
COMMON SPACE GLANN SCHOOL	505	37,601
HABITAT FOR HUMANITY	74	4,992
NATURES NURSERY	4	212
PAWS AND WHISKERS	192	9,433
SPENCER TOWNSHIP	18	1,144
SYLVANIA MUNICIPAL COURT	0	0
SYLVANIA RECREATION	64	3,111
TAM O' SHANTER	135	10,066
TOLEDO BOTANICAL GARDENS	137	8,164
VOICES FOR HORSES	4	250
OUTSIDE LUCAS COUNTY	38	2,700
OTHER LUCAS COUNTY AGENCIES	79	6,174
<b>TOTAL</b>	<b>1,250</b>	<b>83,847</b>

**TOTAL HOURS**                      **COMPLETED HOURS**  
83,847                                      31,779

619 WERE DETERMINED TO HAVE PAID THE REQUIRED\* FEE OF \$15  
43 WERE DETERMINED TO BE INDIGENT FOR THE COMMUNITY SERVICE INSURANCE FEE

\*DEFENDANTS ONLY HAVE TO PAY THE REQUIRED \$15 INSURANCE FEE ONCE PER LIFETIME

**PROBATION VIOLATION SUMMONS ISSUED 2015**

	<b>TOTAL</b>
ALCOHOL TREATMENT	63
DRUG TREATMENT	175
DRUG SCREENS	248
A.A. MEETINGS	3
COMMUNITY SERVICE	165
RESTITUTION	107
VIP	2
COUNSELING	181
MAINTAIN EMPLOYMENT	76
SUBSEQUENT CONVICTION	495
DWI PROGRAM	28
G.E.D.	6
SHOPLIFTER ALTERNATIVE PROGRAM	89
IGNITION INTERLOCK	0
ACTIVE REPORTING	2
DEFENSIVE DRIVING	3
MISCELLANEOUS	25
INTENSIVE SUPERVISED PROBATION	0
YOUTH CIGARETTE VIDEO	0
ALTERNATIVE EDUCATION PROGRAM	158
CONTEMPT OF COURT	84
ELECTRONIC MONITORING	59
<b>TOTAL</b>	<b>1969</b>
<b>2014</b>	<b>2048</b>
<b>+/-</b>	<b>-79</b>

**PROBATION VIOLATION WARRANTS 2015**

	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
202		183	317	125	250	209	210	250	114	279	158	234	2,531

**PRE-SENTENCE INVESTIGATIONS**

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
FULL REPORT	101	79	87	92	74	75	62	81	76	103	80	96	1006
SUBSEQUENT REPORT	27	33	56	47	39	25	37	28	35	27	34	30	418
IMMEDIATE	47	29	67	51	37	45	55	42	49	48	42	28	540
TOTAL	175	141	210	190	150	145	154	151	160	178	156	154	1,964

## PROGRAMS - CONDITIONS OF PROBATION 2015

PROGRAMS	TOTAL
ACORN COUNSELING	11
ACTIVE REPORTING	6
ALCOHOLIC'S ANONYMOUS MEETINGS	12
ALCOHOL SERVER PROGRAM	2
MARK ANDERSON	3
ARROWHEAD	34
3BEHAVIORAL CONNECTIONS	15
BLOOM RECOVERY NETWORK DIP	4
C.A.N. DIP	78
CENTRAL ACCESS ASSESSMENT	115
CENTRAL BEHAVIORAL HEALTH	3
COMPASS - ALCOHOL TREATMENT	5
COMPASS DIP	19
COMPASS 6 DAY DIP	16
COMPASS ALTERNATIVE PROGRAM	686
CORRECTIONAL TREATMENT FACILITY	12
COURT DIAGNOSTIC	4
DEFENSIVE DRIVING	6
DRUG SCREEN PATCH	12
EDUCATION PROGRAM - ALCOHOL/DRUG	93
ELECTRONIC HOME MONITORING	82
ELECTRONIC/ALCOHOL MONITORING	21
ELECTRONIC HOME MONITORING GPS	31
FAMILY SERVICES OF NORTHWEST OH	6
G.E.D.	19
GLENBEIGH	16
HARBOR BEHAVIORAL	32
HEALTH CONNECTIONS	12
IADA	76
IGNITION INTERLOCK - LANGE'S	2
IGNITION INTERLOCK - SMART START	14
IGNITION INTERLOCK - INTERLOCK GUY	1
LUTHERAN SOCIAL SERVICES	22
WILLIAM JONES ADDICTION SERVICES	2
MAINTAIN EMPLOYMENT	80
MAUMEE COURT ANGER MANAGEMENT/DOMESTIC VIOLENCE	4

## PROGRAMS - CONDITIONS OF PROBATION 2015 CONTINUED

PROGRAMS	TOTAL
MAUMEE VALLEY GUIDANCE CENTER	2
MEDICATION RECORDS RECEIVED & PROBATION FOLDER MADE	9
NAZARETH HALL DIP OR 6 DAY DIP	2
NEW BEGINNINGS - CCNO	2
NEW CONCEPTS	42
NEW CONCEPTS DIP	20
N.W. BEACON DIP	46
N.W. BEACON 6 DAY DIP	45
PRIVATE COUNSELING	202
RACING FOR RECOVERY	17
RANDOM DRUG/ALCOHOL SCREENS	274
RECOVERY SERVICES	24
SAFETY COUNCIL OF N.W. OHIO DIP	8
SHADOWTRACK ELECTRONIC MONITORING	4
SHOPLIFTERS ALTERNATIVE PROGRAM	303
DR. MARILYN SMITH	83
SYLVANIA COURT ALTERNATIVE EDUCATION PROGRAM	243
SYLVANIA COURT CENTRAL ACCESS ASSESSMENT	11
SYLVANIA COURT DOMESTIC VIOLENCE PROGRAM	82
TALBOT	7
TALBOT DIP	63
TALBOT 6 DAY DIP	69
TASC	30
TOLEDO COURT ALTERNATIVE PROGRAM	2
UNISON	31
VETERANS ADMINISTRATION	8
VICTIM IMPACT PANEL	149
WILLIAM PETERS	4
ZEPF	54
JEFFERY ZIEGLER	57
OTHER - DIP	6
<b>TOTAL 2015</b>	<b>3,455</b>
2014	3,332
+/-	<b>+123</b>

DIP = DRIVER INTERVENTION PROGRAM (72 HOURS)

## RESTITUTION

DEFENDANTS ORDERED TO PAY RESTITUTION DO SO THROUGH THE SYLVANIA PROBATION DEPARTMENT BY SUBMITTING A MONEY ORDER MADE PAYABLE TO THE VICTIM. THE PROBATION DEPARTMENT THEN RECORDS THE PAYMENT AND MAILES IT TO THE VICTIM. IF THE DEFENDANT FAILS TO MEET THE ORDER OF THE COURT THEN PROBATION WILL VIOLATE THE DEFENDANT AND SUMMON HIM/HER INTO COURT. THE FOLLOWING RESTITUTION PAYMENTS WERE RECORDED FOR 2013:

JANUARY	\$7,822.33
FEBRUARY	\$8,674.32
MARCH	\$6,817.47
APRIL	\$5,770.79
MAY	\$6,637.05
JUNE	\$8,847.72
JULY	\$7,434.24
AUGUST	\$7,410.66
SEPTEMBER	\$5,964.76
OCTOBER	\$8,243.12
NOVEMBER	\$11,737.93
DECEMBER	\$8,568.89
<b>TOTAL COLLECTED - 2015</b>	<b>\$93,929.28</b>

## **SUBURBAN COURTS' SERVICES**

THE SUBURBAN COURTS' SERVICES PROGRAM BEGAN SERVING VICTIMS OF CRIMES IN MAUMEE, OREGON, AND SYLVANIA MUNICIPAL COURTS ON JUNE 1, 1997. IN 2012 THE STAFF INCLUDED AN EXECUTIVE DIRECTOR AND TWO ADVOCATES.

SUBURBAN COURTS' SERVICES RECEIVES REFERRALS THROUGH THE LOCAL LAW ENFORCEMENT COMMUNITY, PROSECUTOR'S OFFICES AND THE COURTS. STAFF OF SUBURBAN COURTS' SERVICES PROVIDE THE FOLLOWING SERVICES TO VICTIMS OF CRIME:

1. CRISIS INTERVENTION WITH ON-CALL STAFF AVAILABLE 24 HOURS A DAY, 7 DAYS A WEEK
2. REFERRALS TO COMMUNITY RESOURCES/COUNSELING
3. ORIENTATION TO THE CRIMINAL JUSTICE SYSTEM AND EXPLANATION OF VICTIM'S RIGHTS.
4. CASE STATUS INFORMATION
5. COURT ESCORT SERVICES
6. ASSISTANCE IN COMPLETING VICTIM IMPACT STATEMENTS
7. ASSISTANCE IN REQUESTING COMPENSATION AND RESTITUTION
8. MEDIATION SERVICES
9. EDUCATION SERVICES

SUBURBAN COURTS' SERVICES HAS PROVIDED INFORMATION/SERVICES TO 644 VICTIMS IN SYLVANIA. ADDITIONALLY, 28 CASES WERE PROVIDED MEDIATION SERVICES. OF THOSE, 7 WERE SUCCESSFUL, 1 WAS UNSUCCESSFUL, AND 20 WERE CANCELED DUE TO PARTIES NOT BEING INTERESTED.

### **STAFF MEMBERS FOR 2015:**

LYNN CARDER	EXECUTIVE DIRECTOR
ERIKA L. DRAKE	VICTIM ADVOCATE
BRIDGET A. WINKELSPECHT	VICTIM ADVOCATE

### **LOCATION:**

6700 MONROE STREET  
SYLVANIA, OH 43560

### **PHONE:**

(419) 882-8018

SUBMITTED BY ERIKA L. DRAKE - VICTIM ADVOCATE

## SUBURBAN COURTS' SERVICES STATISTICS

	DIRECT SERVICES	REFERRAL SERVICES
<b>INFORMATION ABOUT LEGAL PROCESS</b>	644	316
<b>ADVOCACY WITH:</b>		
COURT ADVOCATE	644	0
PROSECUTOR	110	0
LAW ENFORCEMENT	0	0
EMPLOYERS	0	0
OTHER	0	0
<b>COURT ESCORT</b>	192	0
<b>VICTIM IMPACT STATEMENT</b>	55	0
<b>TRAINING FOR COURTS, PROSECUTORS, LAW ENFORCEMENT</b>	0	0
<b>OTHER*</b>	386	0

\*OTHER INCLUDES WALK-INS, TELEPHONE CONTACT, DISTRIBUTING CELL PHONES, MEDIATION INTERVIEWS, PHOTOGRAPHING, REFERRALS FOR VICTIMS TO DOMESTIC RELATIONS COURT OR LUCAS COUNTY COMMON PLEAS COURT, VICTIM COMPENSATION, LCVW, FUNDS TO HAVE LOCKS CHANGED, AND OTHER SOCIAL SERVICE AGENCIES.

## MEDIATION

THE COURT HAS MANY CASES WHICH ARE SUITABLE FOR MEDIATION, BUT PRIOR TO 1999 DUE TO SPACE LIMITATIONS, WE WERE UNABLE TO INSTITUTE A PROGRAM OF THIS NATURE. IN JANUARY OF 1999 UPON RELOCATION TO THE NEWLY BUILT COURT FACILITY IT BECAME REALISTIC TO PURSUE AND IMPLEMENT A 'DISPUTE RESOLUTION PROGRAM'.

IN JANUARY OF 1999 THE SYLVANIA MUNICIPAL COURT SUBMITTED A MEDIATION PROGRAM PLAN AND BUDGET TO THE OHIO SUPREME COURT IN AN ATTEMPT TO OBTAIN GRANT FUNDING. ON FEBRUARY 9, 1999, E. EILEEN PRUETT, COORDINATOR OF THE 'DISPUTE RESOLUTION PROGRAM', SUPREME COURT OF OHIO, ADVISED THE COURT THAT WE WERE AWARDED A \$2,500 GRANT. PURPOSES OF THE GRANT FUNDS WERE APPLIED TO TRAINING OF VOLUNTEER MEDIATORS, TRAINING FACILITY, COURT MATERIALS AND SUPPLIES.

THE COURT PUBLICIZED THE NEED FOR VOLUNTARY MEDIATORS IN THE TOLEDO BAR ASSOCIATION NEWS LETTER ALONG WITH SENDING CORRESPONDENCE TO LOCAL MEMBERS OF THE BAR ASSOCIATION. WE RECEIVED AN OVERWHELMING RESPONSE AND ON MAY 21, 1999, A MEDIATION TRAINING SEMINAR WAS HELD AT OLANDER PARK CONDUCTED BY JUDGE CHARLES D. ABOOD OF DISPUTE RESOLUTIONS SERVICES FOR FORTY (40) VOLUNTEERS.

THE COURT CURRENTLY HAS APPROXIMATELY 154 MEDIATORS WHO VOLUNTEER AND SPECIALIZE IN THE FOLLOWING AREAS; CRIMINAL, CIVIL, RENT/ESCROW, AND FAMILY-DOMESTIC-NEIGHBORHOOD DISPUTE ISSUES. MOST CASES ARE REFERRED TO MEDIATION ON A PRE-FILING BASIS AT A COST OF \$10.00 AND OCCASIONALLY ON A POST-FILING BASIS AT NO CHARGE.

**MEDIATION - FILED/DISPOSED 2015**

	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC	TOTAL
FILED 2015	5	2	1	4	2	1	0	4	2	5	0	2	28
DISPOSITIONS 2014													
<b>SMALL CLAIMS</b>													
AGREEMENT REACHED	0	0	0	0	0	0	0	0	0	0	0	0	0
NO AGREEMENT	0	0	0	0	0	0	0	0	0	0	0	0	0
PARTIES NOT INTERESTED	0	0	0	0	0	0	0	0	0	0	0	0	0
RESPONDENT FTA	0	0	0	0	0	0	0	0	0	0	0	0	0
CANCELLED PRIOR TO MEDIATION	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>REGULAR CIVIL</b>													
AGREEMENT REACHED	0	1	0	0	0	0	0	0	0	0	0	0	1
NO AGREEMENT	0	0	0	0	0	0	0	0	0	0	0	0	0
PARTIES NOT INTERESTED	0	0	0	0	0	0	0	0	0	0	0	0	0
RESPONDENT FTA	0	0	0	0	0	0	0	0	0	0	0	0	0
CANCELLED PRIOR TO MEDIATION	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>SUBURBAN COURT SERVICES</b>													
AGREEMENT REACHED	0	0	3	0	1	0	0	0	2	0	0	0	6
NO AGREEMENT	0	0	1	0	0	0	0	0	0	0	0	0	1
PARTIES NOT INTERESTED	0	1	3	0	3	2	0	0	4	5	0	2	20
CANCELLED PRIOR TO MEDIATION	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>CRIMINAL DIVISION</b>													
AGREEMENT REACHED	0	0	0	0	0	0	0	0	0	0	0	0	0
NO AGREEMENT	0	0	0	0	0	0	0	0	0	0	0	0	0
PARTIES NOT INTERESTED	0	0	0	0	0	0	0	0	0	0	0	0	0
CANCELLED PRIOR TO MEDIATION	0	0	0	0	0	0	0	0	0	0	0	0	0
AS OF DEC. 2013 - 0 PENDING	0	0	0	0	0	0	0	0	0	0	0	0	0
PENDING	5	5	0	4	1	0	0	4	0	0	0	0	0

## JURY TRIALS HELD IN 2015

### TOTAL CASES TRIED

TRAFFIC	0
CRIMINAL	0
CIVIL	0
TOTAL	0

### VERDICTS

**CRIMINAL - COMPARE CASES FILED FROM 2005-2015**

DEPARTMENT	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
OHIO STATE HIGHWAY PATROL	119	143	139	195	118	227	156	144	113	105	82
SYLVANIA CITY POLICE DEPT	463	474	487	408	523	577	493	602	512	387	393
SYLVANIA TOWNSHIP	1,121	993	639	770	644	651	743	855	866	966	1,174
LUCAS COUNTY SHERIFFS DEPT	872	999	840	941	800	679	701	809	788	896	918
HOLLAND POLICE	144	203	271	426	364	291	250	281	342	380	533
METRO PARK	16	36	23	22	24	6	16	38	15	9	8
BERKEY POLICE	0	0	0	2	0	0	0	0	0	0	0
HUMANE SOCIETY	6	3	2	12	8	1	9	9	12	18	3
L.C. DOG WARDEN	60	68	61	77	41	44	14	54	40	60	64
HEALTH DEPARTMENT	16	7	17	11	13	12	1	1	0	0	0
ZONING DEPARTMENT	96	240	7	200	4	4	0	8	2	0	2
OHIO DEPARTMENT OF TAXATION	4	7	33	13	10	17	17	29	21	6	4
LIQUOR CONTROL	37	6	38	3	6	8	5	1	2	0	0
TOLEDO ENVIRONMENTAL	1	0	0	0	0	0	0	0	0	0	0
METRO DRUG UNIT	10	36	0	0	6	3	2	3	3	0	2
MAUMEE POLICE	0	0	0	0	0	0	0	1	1	0	4
ODNR WILDLIFE	9	8	12	15	3	7	13	8	27	1	0
BMV	26	0	4	1	2	0	9	0	1	0	0
OTTAWA HILLS POLICE	7	19	8	4	1	2	3	1	1	3	4
OHIO DEPT OF PUBLIC SAFETY	0	0	0	0	0	0	14	6	7	2	15
NORFOLK SOUTHERN POLICE	0	0	2	0	5	0	0	0	0	0	2
OHIO WORKMAN COMP.	3	0	0	0	0	0	0	0	0	0	0
BCI	0	0	2	0	0	0	0	0	0	0	0
PERRYSBURG TOWNSHIP POLICE	0	0	1	1	0	0	0	2	0	0	0
SPENCER TOWNSHIP	0	0	25	0	0	0	0	0	0	0	0

**CRIMINAL - COMPARE CASES FILED FROM 2005-2015 CONTINUED**

DEPARTMENT	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
FEDERAL PROTECTION SERVICE	0	0	0	0	7	0	0	0	0	0	0
UNIVERSITY OF TOLEDO PD	0	0	0	0	0	1	0	0	0	0	0
CONTEMPT OF COURT - SYLVANIA PROBATION DEPARTMENT	0	0	0	0	0	1	39	38	73	67	66
SWANTON	0	0	0	0	0	0	0	0	1	0	0
DEPT. OF HOMELAND SECURITY	0	0	0	0	0	0	0	0	0	1	0
<b>TOTAL</b>	<b>3,010</b>	<b>3,242</b>	<b>2,614</b>	<b>3,101</b>	<b>2,580</b>	<b>2,532</b>	<b>2,487</b>	<b>2,888</b>	<b>2,827</b>	<b>2,901</b>	<b>3,274</b>

	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
FELONY CASES	591	814	656	764	638	552	553	546	569	529	584
FELONIES BY SYLVANIA	81	124	111	86	119	121	109	91	96	64	71

**TRAFFIC - COMPARE CASES FILED FROM 2005-2015**

DEPARTMENT	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
OHIO STATE HIGHWAY PATROL	4,862	4,471	4,762	5,063	4,542	3,855	3,562	3,974	4,430	4,375	5,918
SYLVANIA CITY POLICE	1,817	1,616	1,619	1,409	1,486	1,734	1,694	1,495	1,465	1,187	1,162
SYLVANIA TOWNSHIP POLICE	1,865	2,554	1,972	1,527	1,791	1,890	1,638	1,369	1,359	1,218	1,305
LUCAS COUNTY SHERIFFS DEPT	1,280	1,303	1,161	1,241	1,148	950	917	924	983	908	681
HOLLAND POLICE DEPT	405	553	675	825	636	644	649	492	335	239	426
METRO PARKS	67	0	53	48	60	26	34	9	15	17	12
HARDING TOWNSHIP	0	3	0	0	0	0	0	0	0	0	0
BERKEY POLICE DEPT	1	0	7	1	4	2	7	4	2	4	4
NORFOLK SOUTHERN POLICE	0	90	0	0	0	0	0	0	0	0	0
OTTAWA HILLS POLICE DEPT	72	0	71	53	35	34	44	36	43	18	27
TOLEDO POLICE	0	0	0	0	0	0	0	0	2	0	0
OHIO BUREAU OF MOTOR VEHICLES	0	0	0	0	0	0	0	0	1	0	0
<b>TOTAL</b>	<b>10,369</b>	<b>10,590</b>	<b>10,320</b>	<b>10,167</b>	<b>9,702</b>	<b>9,140</b>	<b>8,545</b>	<b>8,303</b>	<b>8,635</b>	<b>7,966</b>	<b>9,535</b>

	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
DWI CASES	743	747	885	817	805	670	600	556	434	395	418

**CIVIL - COMPARE CASES FILED FROM 2005-2015**

	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
DAMAGES	104	68	48	54	45	27	31	52	49	66	34
CONTRACTS	944	910	969	1,300	1,196	1,205	1,096	1,030	1,092	1,059	1,114
F.E.D.	574	538	530	599	570	441	466	511	505	511	534
B.M.V. PETITION	3	31	32	34	40	40	35	33	31	19	12
OTHER CIVIL	7	0	9	1	2	4	2	2	4	1	1
LUCAS COUNTY DOG WARDEN	0	0	0	0	0	0	0	0	4	7	1
SMALL CLAIMS	357	464	529	479	426	253	301	365	290	225	243
<b>TOTAL</b>	<b>1,989</b>	<b>2,011</b>	<b>2,117</b>	<b>2,467</b>	<b>2,276</b>	<b>1,970</b>	<b>1,931</b>	<b>1,994</b>	<b>1,975</b>	<b>1,888</b>	<b>1,939</b>

	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
TOTAL CIVIL RECEIPTS	\$559,170.86	\$661,236.41	\$647,449.24	\$739,277.94	\$682,168.74	\$663,539.69	\$770,984.67	\$699,465.53	\$693,636.34	\$936,395.01	\$873,537.04
PAID TO CITY OF SYLVANIA	\$139,768.68	\$142,496.87	\$146,519.80	\$169,304.55	\$163,729.14	\$147,071.13	\$146,605.89	\$144,980.55	\$164,138.42	\$168,861.91	\$175,881.32

**PROBATION COMPARISON 2005-2015**

	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
PRE-SENTENCE INVESTIGATIONS	1,163	1,282	1,304	1,158	1,294	1,568	1,318	1,519	1,600	1,682	1,964
DEFENDANTS COMPLETING PROBATION	1,225	1,086	1,286	1,291	1,200	1,101	1,160	1,012	917	692	766
VIOLATION OF PROBATION SUMMONS ISSUED	1,888	1,361	1,535	1,468	1,579	1,600	2,010	2,060	2,112	2,048	1,969
VIOLATION OF PROBATION WARRANTS ISSUED	1,638*	1,886	2,094	1,943	1,964	1,930	2,021	2,564	3,032	3,019	2,531
DEFENDANTS REFERRED TO COMMUNITY SERVICE	324	454	465	471	606	708	974	1,036	1,074	1,160	1,250
DEFENDANTS REFERRED TO PROGRAMS	3,267	3,296	3,663	3,508	3,441	3,900	4,165	4,372	3,447	3,332	3,455
RESTITUTION COLLECTED	\$57,318.34	\$45,053.88	\$45,801.26	\$51,251.19	\$71,485.70	\$67,677.52	\$76,647.92	\$91,411.53	\$103,240.44	\$96,150.08	\$93,929.28

\*04/30/05 PROBATION VIOLATION WARRANTS COUNTED BY DEFENDANT, NOT MULTIPLE PROGRAM FAILURE TO APPEAR, RESULTING IN A DECREASE OF TOTAL WARRANTS ISSUED.

\*\*06/19/12 PROBATION VIOLATION WARRANTS ISSUED PER CASE, AS OPPOSED TO ISSUING A WARRANT PER DEFT REGARDLESS OF THE NUMBER OF CASES, RESULTING IN AN INCREASE OF TOTAL WARRANTS ISSUED

## OPERATING EXPENSES 5 YEAR COMPARISON

GENERAL EXPENSES	2011	2012	2013	2014	2015
REGULAR SALARY	\$822,780.57	\$885,235.66	\$879,207.39	\$916,254.67	\$933,400.28
OVERTIME	\$14,624.23	\$19,002.44	\$23,009.91	\$27,426.11	\$47,990.78
INTER DEPT. SERVICES	\$0.00	\$95.70	\$96.66	\$0.00	\$0.00
WORKERS COMPENSATION	\$20,037.21	\$19,519.53	\$19,376.29	\$19,130.79	\$20,158.01
P.E.R.S.	\$117,236.66	\$121,773.28	\$124,273.02	\$129,987.21	\$134,359.49
MEDICAL INSURANCE	\$196,746.73	\$185,110.58	\$196,662.08	\$244,943.07	\$247,752.12
LIFE INSURANCE	\$5,695.56	\$5,463.16	\$5,695.55	\$6,392.76	\$547.84
MEDICARE	\$10,477.87	\$11,514.37	\$12,478.84	\$13,001.62	\$13,571.69
TUITION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CONTRACT LABOR	\$7,800.00	\$7,272.00	\$14,003.25	\$4,900.00	\$17,329.39
MISC. EXPERT SERVICES	\$3,164.50	\$3,993.20	\$4,665.50	\$4,634.70	\$3,553.45
JANITORIAL SERVICES	\$24,058.27	\$24,515.29	\$28,209.48	\$24,019.06	\$31,380.78
DATA PROCESSING	\$0.00	\$2,790.00	\$3,600.00	\$3,650.00	\$4,272.49
INDIGENT - LEGAL	\$46,665.00	\$46,665.00	\$46,665.00	\$0.00	\$0.00
TOLEDO LAW LIBRARY ASSOCIATION	\$35,122.90	\$31,588.63	\$40,897.37	\$29,910.40	\$45,191.82
LCCCP BOARD SERVICE	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
BANK FEES	\$29,135.30	\$31,978.70	\$28,101.93	\$38,435.51	\$17,942.36
PRINTING	\$7,394.02	\$6,957.45	\$1,870.00	\$4,725.60	\$6,200.19
PUBLIC & LEGAL NOTICE	\$353.44	\$45.60	\$0.00	\$0.00	\$0.00
INSURANCE & BONDS	\$19,316.52	\$18,486.75	\$19,792.89	\$19,795.20	\$22,095.38
MACHINERY & EQUIPMENT RENTAL	\$7,805.25	\$13,092.11	\$10,635.00	\$10,635.00	\$13,293.75
OFFICE EQUIPMENT REPAIRS	\$6,414.13	\$4,630.76	\$6,971.52	\$6,662.17	\$2,827.73
BUILDING REPAIRS/MAINTENANCE	\$28,461.44	\$19,973.69	\$28,222.65	\$22,943.75	\$11,581.56
ELECTRICITY	\$18,839.27	\$17,176.67	\$17,323.85	\$17,897.56	\$22,162.62
NATURAL GAS	\$6,614.02	\$3,394.09	\$3,731.96	\$5,011.96	\$5,320.93
TELEPHONE	\$9,982.06	\$10,068.74	\$9,073.79	\$8,630.10	\$0.00
POSTAGE	\$27,000.00	\$29,802.67	\$40,014.51	\$20,118.99	\$31,054.56
GENERAL OFFICE EXPENSES	\$6,815.23	\$6,078.15	\$7,591.71	\$12,315.07	\$12,685.46
COPYING SUPPLIES	\$9,310.70	\$11,063.93	\$9,985.46	\$9,609.22	\$4,687.50

## OPERATING EXPENSES 5 YEAR COMPARISON CONTINUED

GENERAL EXPENSES	2011	2012	2013	2014	2015
DUES & SUBSCRIPTIONS	\$2969.15	\$3,012.10	\$2,825.91	\$5,223.50	\$7,372.26
CONFERENCE/CONVENTIONS & MILEAGE	\$16,062.27	\$11,463.14	\$1,333.75	\$2,333.47	\$5,610.14
BUILDING OPERATING SUPPLIES	\$1,822.58	\$2,021.68	\$1,145.29	\$1,920.63	\$1,843.39
JURY SERVICES	\$5.69	\$103.61	\$8.99	\$0.00	\$0.00
MISCELLANEOUS	\$1,601.87	\$1,469.97	\$1,087.93	\$1,056.21	\$1,801.06
CABLE SERVICE	\$919.51	\$1,002.71	\$0.00	\$0.00	\$0.00
DATA PROCESSING EQUIPMENT	\$1,952.16	\$0.00	\$0.00	\$0.00	\$0.00
OFFICE EQUIPMENT	\$8,430.49	\$14,155.00	\$0.00	\$0.00	\$0.00

	2011	2012	2013	2014	2015
COMPUTERIZATION					
INFORMATION TECHNOLOGY SUPPORT	\$46,895.00	\$52,757.00	\$53,100.00	\$59,000.00	\$40,000.00
GENERAL OFFICE EXPENSE	\$0.00	\$296.57	\$215.48	\$13,380.15	\$227.80

TOTAL EXPENDITURES	2011	2012	2013	2014	2015
	\$1,617,800.33	\$1,698,463.46	\$1,760,146.40	\$1,711,345.78	\$1,731,214.83

CAPITAL OUTLAY BUILDING IMPROVEMENT	2011	2012	2013	2014	2015
NEW MUNICIPAL COURT BUILDING	\$90,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00

	2011	2012	2013	2014	2015
TOTAL	\$1,707,800.33	\$1,748,463.46	\$1,810,146.40	\$1,761,345.78	\$1,781,214.83

## CRIMINAL/TRAFFIC DISBURSEMENT 5 YEAR COMPARISON

DEPARTMENT	2011	2012	2013	2014	2015
SYLVANIA CITY	\$888,232.01	\$878,515.83	\$875,136.88	\$874,806.93	\$982,143.42
STATE OF OHIO	\$382,260.71	\$383,715.11	\$411,387.59	\$378,328.85	\$452,989.05
LUCAS COUNTY	\$163,220.15	\$181,933.15	\$175,050.84	\$183,610.33	\$207,281.06
SYLVANIA TOWNSHIP	\$33,348.70	\$30,593.72	\$29,679.07	\$30,428.51	\$32,957.42
HOLLAND	\$30,418.60	\$24,877.10	\$13,563.10	\$11,059.44	\$7,792.35
METRO PARKS	\$851.00	\$275.00	\$937.00	\$633.00	\$663.80
O.D.N.R.	\$824.00	\$1,887.00	\$1,016.00	\$534.30	\$445.40
PHARMACY BOARD	\$3,592.85	\$2,811.50	\$2,561.20	\$2,879.00	\$3,140.21
LUCAS COUNTY COMMISSIONERS	\$11,404.82	\$13,798.30	\$12,217.19	\$13,197.55	\$14,334.45
HARDING TOWNSHIP	\$0.00	\$27.00	\$61.69	\$210.00	\$253.31
BERKEY	\$175.00	\$527.00	\$90.00	\$128.00	\$222.00
OTTAWA HILLS	\$75.00	\$0.00	\$160.00	\$126.70	\$56.00
LAW LIBRARY	\$3,706.29	\$3,495.77	\$3,615.14	\$3,404.77	\$3,081.85
50% TOWNSHIP LAW LIBRARY	\$27,310.69	\$25,382.62	\$25,122.03	\$24,735.10	\$27,121.61
50% LUCAS COUNTY LAW LIBRARY	\$14,104.90	\$13,403.31	\$15,912.14	\$17,645.42	\$18,849.92
BMV REINSTATEMENT	\$1,588.11	\$1,464.00	\$1,271.00	\$1,265.64	\$1,129.30
HUMANE SOCIETY	\$28.00	\$100.00	\$250.00	\$429.58	\$387.42
COLLECTIONS	\$81,267.42	\$87,622.60	\$83,154.40	\$96,516.82	\$103,765.07
CRIME STOPPERS OF TOLEDO	\$799.00	\$865.00	\$829.00	\$842.00	\$865.50
<b>TOTAL</b>	<b>\$1,643,207.25</b>	<b>\$1,651,294.01</b>	<b>\$1,651,914.27</b>	<b>\$1,640,781.94</b>	<b>\$1,857,479.14</b>

## UNCLAIMED FUNDS 2015 PAID TO CITY OF SYLVANIA

### CRIMINAL/TRAFFIC - PAID \$306.00

CHECK #	PAYEE	AMOUNT OF CHECK	REASON	CHECK # TO CITY
4184	Nathan Goff	\$25.00	Outstanding	5588
4257	Keith Washington	\$25.00	Outstanding	5588
4318	Leshawn Crawford	\$25.00	Outstanding	5588
4342	Jerry Moore, III	\$25.00	Outstanding	5588
4446	Geneva Ornelas	\$25.00	Outstanding	5588
4525	Nelson Collins	\$11.00	Outstanding	5588
4557	Matthew Julian	\$25.00	Outstanding	5588
4675	John Wagner	\$69.00	Outstanding	5588
4730	Christopher Wingard	\$25.00	Outstanding	5588
4733	Louis Hayes Jr.	\$1.00	Outstanding	5588
4736	Latina Stallworth	\$25.00	Outstanding	5588
5214	Elizabeth Summers	\$25.00	Outstanding	5588

### CIVIL - PAID \$410.79

CHECK #	PAYEE	AMOUNT OF CHECK	REASON	CHECK # TO CITY
6374	Melanie Miller	\$375.79	Outstanding	8807
6770	Carol Krukowski	\$35.00	Outstanding	8807

## COURT SECURITY

IN 1999 THE SYLVANIA MUNICIPAL COURT APPLIED TO THE OHIO SUPREME COURT SECURITY PROJECT FOR GRANT FUNDS TO PURCHASE A LINESCANE X-RAY UNIT, WALK THROUGH METAL DETECTOR, SURVEILLANCE CAMERAS, AND OTHER NECESSARY EQUIPMENT TO INSTITUTE COURT SECURITY. HAVING RECEIVED THE GRANT FUNDING (TOTAL OF \$28,125.00) COMPLETING PURCHASE OF EQUIPMENT AND HIRING LEONARD MCMAHON AS THE COURT FIRST SECURITY OFFICER, THE SYLVANIA MUNICIPAL COURT BEGAN SECURITY SCREENING FOR COURT ARRAIGNMENT SESSIONS (MONDAY AND FRIDAY 7:30 AM TO 11:30 AM AND WEDNESDAY 7:30 AM TO 3:30 PM) COMMENCING APRIL 17, 2000. EFFECTIVE OCTOBER 1, 2001 HOURS WERE EXPANDED TO 7:30 AM UNTIL 4:15 PM EVERY DAY (INCLUDING NIGHT COURT ON THE FIRST AND THIRD TUESDAY OF EACH MONTH UNTIL 6:45 PM). THE HOURS WERE EXTENDED ON MONDAY NIGHTS TO 5:15 PM TO ALLOW THE COURT SECURITY TO SCREEN THE PARTICIPANTS OF THE MENS DOMESTIC VIOLENCE GROUP.

THE FOLLOWING STATISTICS ARE THE NUMBER OF PERSONS ENTERING THE BUILDING ON A MONTHLY BASIS THAT ARE SUBJECT TO THE WALK-THROUGH METAL DETECTOR, POSSIBLE SCANNING AND HAVING PERSONAL ARTICLES X-RAYED. ITEMS THAT POSE A SECURITY RISK ARE CONFISCATED, HELD AND THEN RETURNED TO THE PERSON AS THEY EXIT THE BUILDING.

MONTH	NUMBER OF PERSONS ENTERING BUILDING
JANUARY	5,695
FEBRUARY	5,964
MARCH	6,331
APRIL	7,345
MAY	6,801
JUNE	7,120
JULY	7,371
AUGUST	7,046
SEPTEMBER	7,478
OCTOBER	7,001
NOVEMBER	6,231
DECEMBER	6,438
<b>TOTAL</b>	<b>80,821</b>

### FIVE YEAR COMPARISON

2011	2012	2013	2014	2015
80,682	81,575	77,327	75,678	80,821

## COURT VISITATION PROGRAM

IN 1996 JUDGE M. SCOTT RAMEY, APPLIED FOR A MINI-GRANT WITH THE SYLVANIA COMMUNITY ACTION TEAM. THE GRANT FUNDS WERE TO BE DESIGNATED TO ENTITIES INVOLVING COMMUNITY GROUPS AND SCHOOLS WHO COULD PRESENT PROGRAMS AND ACTIVITIES THAT ADDRESS ALCOHOL AND OTHER DRUG PREVENTION ISSUES.

ON FEBRUARY 1, 1996 JUDGE RAMEY WAS AWARDED A \$500.00 GRANT FOR THE IMPLEMENTATION OF "COURT VISITATION - SIXTH GRADE STUDENTS". THESE FUNDS WERE UTILIZED BY THE SYLVANIA SCHOOL DISTRICT TO PROVIDE TRANSPORTATION TO AND FROM THE COURT FOR SIXTH GRADE STUDENTS. THEY NOT ONLY OBSERVED A SESSION OF ARRAIGNMENT COURT BUT PARTICIPATED IN THE ACTUAL FUNCTIONS OF THE COURTROOM AND WERE ALSO AFFORDED A QUESTION/ANSWER SESSION WITH JUDGE RAMEY REGARDING THEIR OBSERVATIONS. GRANT FUNDS HAVE BEEN AWARDED ANNUALLY BY SCAT SINCE 1996.

IN OCTOBER OF 2000 THIS PROGRAM WAS EXPANDED BY AGAIN REQUESTING AND RECEIVING CRIMINAL JUSTICE FUNDS FROM THE LUCAS COUNTY SHERIFF'S DEPARTMENT, WHICH WERE ALLOCATED TO THE SPRINGFIELD LOCAL SCHOOLS FOR THEIR FIFTH GRADE STUDENTS TO PARTICIPATE IN THE SAME PROGRAM AS SET FORTH FOR THE SYLVANIA SCHOOLS. GRANT FUNDS HAVE BEEN AWARDED ANNUALLY SINCE 2000 BY THE LUCAS COUNTY SHERIFF'S DEPARTMENT.

FOLLOWING ARE A LIST OF THE SCHOOLS AND APPROXIMATE NUMBER OF STUDENTS WHO PARTICIPATED IN THIS EDUCATIONAL EXPERIENCE IN 2013 REPRESENTING THIRD, FIFTH, AND SIXTH GRADE STUDENTS.

SCHOOL	DATE	NO. OF STUDENTS
CENTRAL TRAIL ELEMENTARY	11/06/15	100
DORR ELEMENTARY	05/22/15	85
MAPLEWOOD ELEMENTARY	04/24/15	70
ST. JOSEPH ELEMENTARY	04/27/15	25
	05/04/15	25
	05/11/15	25
STRANAHAN ELEMENTARY	09/18/15	75
SYLVAN ELEMENTARY	05/18/15	60
WESTSIDE MONTESSORI	12/10/15	20
WHITEFORD ELEMENTARY	11/12/15	85
	<b>TOTAL</b>	<b>570</b>

2015 REACTIVATED CASES

ADMINISTRATIVE JUDGE	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC	TOTAL
FELONY	19	24	19	23	19	22	18	39	34	39	30	19	305
MISDEMEANOR	87	88	89	94	81	93	75	83	73	99	61	78	1001
OVI	2	3	2	2	0	2	2	3	4	5	3	5	33
OTHER TRAFFIC	61	62	78	61	63	54	63	55	61	7	63	66	694
DAMAGES	0	0	1	0	0	0	2	1	0	1	0	2	7
CONTRACTS	0	0	0	1	0	0	0	0	0	0	5	2	8
F.E.D.	0	0	0	0	1	0	0	0	0	0	0	0	1
OTHER CIVIL	0	0	0	0	0	0	0	0	0	0	0	0	0
SMALL CLAIMS	0	0	1	0	0	0	0	0	0	0	1	0	2
INDIVIDUAL JUDGE													
MISDEMEANOR	40	43	50	52	39	35	37	42	48	58	46	58	548
OVI	3	2	3	5	3	2	5	2	4	4	0	4	37
OTHER TRAFFIC	38	39	54	55	42	45	56	36	55	53	37	44	554
DAMAGES	0	1	0	1	0	0	0	1	0	0	0	0	3
CONTRACTS	1	1	1	1	3	1	0	1	0	1	0	0	10
F.E.D.	1	1	4	0	1	3	1	1	0	2	0	3	17
OTHER CIVIL	0	0	0	0	0	0	0	0	0	0	0	0	0

CRIMINAL CASE TOTAL 1,854

TRAFFIC CASE TOTAL 1,318

CIVIL CASE TOTAL 46

SMALL CLAIMS 2

**STATUTORY DISTRIBUTION OF CRIMINAL/TRAFFIC FINES**

<b>AGENCY</b>	<b>OHIO REVISED CODE (ORC) OR ORDINANCE (ORD)</b>	<b>RECIPIENT</b>
CITY OF SYLVANIA POLICE	ORD ORC	100% TO CITY OF SYLVANIA 100% TO LUCAS COUNTY
SYLVANIA TOWNSHIP POLICE	ORC	50% TO SYLVANIA TOWNSHIP 50% TO LAW LIBRARY
LUCAS COUNTY SHERIFF	ORC	50% TO LUCAS COUNTY 50% TO LAW LIBRARY
OHIO STATE HIGHWAY PATROL	ORC	40% TO CITY OF SYLVANIA* 50% TO STATE OF OHIO 10% TO LUCAS COUNTY
DRUG VIOLATIONS	ORC/ORD	50% OHIO BOARD OF PHARMACY 50% TO ARRESTING AGENCY
VILLAGE OF HOLLAND/BERKEY	ORD	100% TO VILLAGE
LIQUOR CONTROL VIOLATIONS	ORC	50% TO LUCAS COUNTY 50% TO STATE OF OHIO

\*50% OF THE 40% PAID TO THE CITY OF SYLVANIA ON OHIO HIGHWAY PATROL FINES ARE THEN MANDATED TO BE PAID TO THE LAW LIBRARY. THE TOTAL MAY BE FOUND ON THE EXPENSE PAGE 13 UNDER LAW LIBRARY.

**COURT COSTS CRIMINAL/TRAFFIC CASES**

PURSUANT TO STATE STATUE, ALL COURT COST ARE PAID TO THE CITY OF SYLVANIA WITH THE EXCEPTION OF:

- UP TO \$25.00 (DEPENDING ON OFFENSE) PER CONVICTION/FORFEITURE - STATE OF OHIO INDIGENT DEFENSE SUPPORT FUND (PUBLIC DEFENDER)
- \$9.00 PER CONVICTION/FORFEITURE - STATE OF OHIO REPARATIONS ROTARY FUND (VICTIM OF CRIME)
- \$25.00 PER CONVICTION/FORFEITURE - STATE OF OHIO BAIL BOND FEE (PUBLIC DEFENDER)
- \$1.00 PER CONVICTION/FORFEITURE - CRIMINAL CASES ONLY (THRU 04/30/13) LUCAS COUNTY CRIME STOPPER

## RECAPITULATION - 2015

<b>PAID TO THE CITY OF SYLVANIA:</b>	
CRIMINAL & TRAFFIC DIVISION	\$841,746.40
CIVIL & SMALL CLAIMS DIVISION	\$159,733.17
TRUSTEESHIP DIVISION	\$174.88
BOND DIVISION	<u>\$250.00</u>
TOTAL	\$1,001,904.45

<b>COMPUTER FEES TO CITY OF SYLVANIA:</b>	
CRIMINAL & TRAFFIC DIVISION	\$29,223.10
CIVIL AND SMALL CLAIMS DIVISION	\$3,602.00
TRUSTEESHIP	<u>\$4.00</u>
TOTAL	\$32,829.10

<b>OPERATION FEES PAID TO CITY OF SYLVANIA:</b>	
CRIMINAL & TRAFFIC DIVISION	\$67,772.42
CIVIL & SMALL CLAIMS DIVISION	\$12,546.18
TRUSTEESHIP DIVISION	<u>\$10.00</u>
TOTAL	\$80,328.60

<b>PAID TO CITY OF SYLVANIA - UNCLAIMED FUNDS:</b>	
CRIMINAL & TRAFFIC DIVISION	\$306.00
CIVIL & SMALL CLAIMS	\$410.79
JURY/WITNESS DIVISION	<u>\$0.00</u>
TOTAL	\$716.79

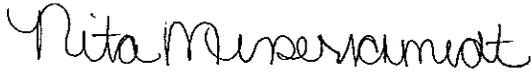
<b>TOTAL PAID TO CITY OF SYLVANIA</b>	\$1,115,778.94
<b>LESS EXPENSES</b>	<\$1,731,214.83>
<b>+/-</b>	-\$615,435.89

(DOES NOT INCLUDE NEW BUILDING COSTS)

<b>BALANCE AS OF 12/31/2015</b>	
INDIGENT ALCOHOL TREATMENT ACCOUNT	\$77,480.11
INDIGENT ALCOHOL MONITORING FUND	\$194,988.63
INDIGENT SUPPORT FUND (ISFC)	\$23,802.06

## CERTIFICATION

THE FOREGOING REPORT OF THE ACTIVITIES OF THE SYLVANIA MUNICIPAL COURT, SYLVANIA OHIO, FOR THE YEAR 2015 HAS BEEN COMPLIED IN ACCORDANCE WITH SECTION 1901.14 (A)(4), OF THE OHIO REVISED CODE, AND SHALL BE SUBMITTED TO THE BOARD OF THE COUNTY COMMISSIONERS OF LUCAS COUNTY, AND THE COUNCIL OF THE CITY OF SYLVANIA, SYLVANIA, OHIO.



NITA MESSERSCHMIDT, CLERK OF COURT  
SYLVANIA MUNICIPAL COURT

DATE: 03/24/2016

CC: HONORABLE M. SCOTT RAMEY  
CRAIG STOUGH, MAYOR, CITY OF SYLVANIA  
LUCAS COUNTY BOARD OF COMMISSIONERS  
LESLIE BRINNING, DIRECTOR OF LAW, CITY OF SYLVANIA  
SHARON BUCHER, CLERK OF SYLVANIA COUNCIL  
MICHAEL YUNKER, MAYOR, VILLAGE OF HOLLAND  
THOMAS G. PLETZ, ACTING JUDGE SYLVANIA MUNICIPAL COURT  
ROLF SCHEIDEL, ACTING JUDGE SYLVANIA MUNICIPAL COURT  
WILLIAM KRONCKE, ACTING JUDGE SYLVANIA MUNICIPAL COURT  
SYLVANIA TOWNSHIP TRUSTEES