

**Sylvania City Council**  
August 15, 2016

**7:15 p.m. Safety Committee Meeting**  
Proposed Ordinance No. 40-2016, Dealers in Second-hand Articles

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

1. Roll call.
2. Pledge of Allegiance to the United States of America led by Mr. Luetke.
3. Additions to the agenda.
4. Approval of the Council meeting minutes of July 18, 2016.
5. Zoning Ordinance Amendment Petition No. ZA-3-2016, a request from Joe Mercurio, for a zoning change from B-2, "General Business District", and R-1, "Single-Family Residential large Lot District" to B-2, "General Business District" for property located at 5142 W. Alexis Rd (Approx. 400' west of the intersection of Alexis and Whiteford on the north side of Alexis, Parcel #82-05182); for referral to the Planning Commission.
6. Planning Commission's recommendation for Zoning Ordinance Amendment Petition No. ZA-2-2016, request from Toledo Lucas County Public Library for zoning change from "R-1" to "B-1-B". Set the public hearing date for September 19<sup>th</sup>; and authorize the clerk to advertise for same.
7. Annual Assessment Ordinances:
  - a. Proposed Ordinance No. 41-2016, Assessing a special tax for ditch maintenance, etc.
  - b. Proposed Ordinance No. 42-2016, Assessing a special tax for tree maintenance, etc.
  - c. Proposed Ordinance No. 43-2016, Assessing a special tax for street lighting.
8. Municipal Court Park Lot Expansion Project.
  - a. Service Director's report on Change Order #1 (Final).
  - b. Proposed Ordinance No. 44-2016, Authorizing to approve Change Order No. 1 (Final) to the agreement with Salenbein Trucking & Excavating, Inc. for the Court Parking Lot Expansion Project.
9. Proposed Ordinance No. 45-2016, Accepting for Annexation the territory described in Annexation Petition Number 2016-1.
10. Proposed Ordinance No. 46-2016, Accepting for Annexation the territory described in Annexation Petition Number 2016-2.
11. Proposed Ordinance No. 47-2016, Authorizing a Lease Agreement between the City of Sylvania and Laura Jakes, d/b/a LJ Creates, of Suite B2 in the Maplewood Marketplace, 5702 N. Main St.

12. Proposed Ordinance No. 48-2016, Authorizing a Lease Agreement between the City of Sylvania and Laura Jakes, d/b/a LJ Creates, of Suite B3 in the Maplewood Marketplace, 5702 N. Main St.
13. Proposed Ordinance No. 49-2016, Authorizing a Lease Agreement between the City of Sylvania and Interrupt, LLC, of Suite E in the Maplewood Marketplace, 5703 N. Main St.
14. Proposed Ordinance No. 50-2016, Authorizing to enter into an Agreement for the Regional Addiction Diversion Program with the Board of Lucas County Commissioners for the Provision of Court Addiction Diversion Services.
15. Proposed Ordinance No. 51-2016, Authorizing to enter into an Agreement with the Board of Lucas County Commissioners, for the provision of Public Defender Services to the Sylvania Municipal Court for the Years 2015 & 2016.
16. Community Calendar Project.
  - a. Update on progress of project from Bill Sanford.
17. Notice of a liquor permit from Tony Packos Toledo LLC, dba Tony Packos Cafe, 5827 Monroe St., Sylvania, OH.
18. Committee reports.
  - a. Buildings & Grounds Committee meeting held July 20, 2016.
  - b. Utilities Committee meeting held on August 5, 2016.

Proposed Ordinance No. 38-2016, Determining the lowest & best bid for collection and disposal of residential curbside refuse and recycling in the City.
  - c. Safety Committee meeting held at 6:45p.m. on this date.

Proposed Ordinance No. 40-2016, Amending the Sylvania Codified Ordinance by adding Chapter 765-Dealers in Second-hand Articles.
19. Committee referrals.

### **INFORMATION**

- A. Letter from Robert & Stephanie Stark regarding City's plantings & flowers.
- B. July 2016 Cash Report from the Division of Taxation.
- C. July 2016 Bank Reconciliation.
- D. Board of Architectural Review minutes from August 10, 2016.
- E. Municipal Planning Commission minutes from August 10, 2016.

Minutes of the Meeting of Council  
July 18, 2016

The Council of the City of Sylvania, Ohio met in regular session on July 18, 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, Mark Luetke, Doug Haynam, Sandy Husman, Jason Mishka, Mary Westphal: (7) present;, (0) absent.

Roll call:  
All present.

Mrs. Husman led the Pledge of Allegiance to the United States of America.

Pledge of Alleg.

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

Requests were made for the following additions to the agenda:

Additions to the  
agenda.

16. Re-Appointment to the Toledo-Lucas County Board of Health.
17. ODOT Salt Bid.
18. Ohio Checkbook.com for possible referral.
- 15a. Schedule an Utilities Committee meeting.

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 June 20, 2016 meeting minutes. Mrs. Westphal moved, Mr. Haynam 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 June 20, 2016 be approved; roll call vote being: Frye, Haynam, Husman, Luetke, Mishka, Westphal, Cappellini, (7) yeas; (0) nays. The motion carried.

Approval of the  
June 20 meeting  
minutes.

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

Mr. Haynam stated the Zoning & Annexation Committee held a meeting on July 5, 2016 regarding ZA-1-2016, an application from David Schmitt for property located at 4337 McCord Rd from R-1 "Single-Family Residential Large Lot District to R-1, Planned Development. Mr. Haynam provided an overview of the process this application took through the Municipal Plan Commission and several Zoning & Annexation Committee meetings.

Z & A Com  
Meeting rept.  
ZA-1-2016.

Minutes of the Meeting of Council  
July 18, 2016

Mr. Haynam presented and read aloud by title only proposed Ordinance No. 37-2016, a written copy of same having been previously furnished to each member of Council, "Modifying the recommendation of the Municipal Planning Commission to approve Petition for Zoning Ordinance Amendment No. ZA-1-2016 on the petition of George V. Orazvecz, Agent for David Schmitt to change the Zoning of his property at 4411, 4351, 4325, and 4337 McCord Rd., Sylvania, OH; and declaring an emergency." Mr. Haynam moved, Mr. Frye seconded, that Council dispense with the Second and Third Reading of said Ordinance; roll call vote being: Haynam, Husman, Mishka, Westphal, Luetke, Cappellini, Frye, (7) yeas; (0) nays. The motion carried.

Ordinance No. 37-2016; "Modifying recommendation of Plan Com. ... approving ZA-1-2016.

Mr. Haynam moved, Mrs. Husman seconded, that Ordinance No. 37-2016 be enacted as an emergency measure as declared therein; roll call vote being Husman, Luetke, Westphal, Frye, Haynam; (5) yeas; Cappellini, Mishka (2) nays. The motion carried.

Chief Rhodus provided information on the safety coordination with school crossing Guards in the Sylvania Schools. The Police department will assist the schools in obtaining information on the training of their school crossing guards.

Police assistance with safety info for school crossing guards.

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

Mr. John Willamon and Mr. Brian Phillips of Fishbeck, Thompson, Carr & Huber, Inc. presented a detailed summary of the Sylvania Water Supply Study.

Sylvania Water Supply Study presentation.

Mr. Mishka set a Utilities & Environment Committee meeting for Friday, August 5, 2016 at 8:30p.m. in Council Chambers to discuss the Sylvania Water Supply Study.

Utilities Com. meeting, 8/5/16, 8:30a.m. Water Study

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

Service Director's report on the City of Sylvania & Lucas County Sanitary Engineer Sanitary Lining Project was placed on file. Mr. Mishka moved, Mrs. Westphal seconded, to authorize the clerk to advertise for bids for the project; roll call vote being: Luetke, Mishka, Westphal, Cappellini, Frye, Haynam, Husman, (7) yeas; (0) nays. The motion carried.

Advertise for Bids for Sanitary Lining Project with Lu Co. Sanitary Eng.

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

Minutes of the Meeting of Council  
July 18, 2016

Service Director's report on the Refuse & Recycling Collection 2016-2021 was placed on file. Mr. Mishka set an Utilities & Environment Committee meeting for Friday, August 5, 2016 at 8:00 a.m. in Council Chambers to discuss the Refuse & Recycling Collection Contract.

Utilities Com.  
meeting, 8/5/16,  
8:00a.m.  
Refuse Contract

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

Mayor Stough presented Petition for Zoning Ordinance Amendment, ZA-2-2016, a request from Toledo-Lucas County Public Library for a zoning change from "R-1" Single-Family Residential Large Lot District to "B-1-B" Modified Business and Office District for property located at 7461 Sylvania (82-93917), 7453 Sylvania (82-93918), 7445 Sylvania (82-93919), and 3986 King (82-93920) for referral to the Planning Commission. Mr. Haynam moved Mr. Luetke seconded to refer ZA-2-2016 to the Municipal Planning Commission for review and recommendation; roll call vote being; Cappellini, Frye, Haynam, Husman, Luetke, Mishka, Westphal, (7) yeas; (0) nays. The motion carried.

Referral of  
ZA-2-2016, Tol-  
Lu Co. Library  
zoning  
amendment to  
Planning  
Commission.

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

Law Director Brinning and Chief Rhodus's report on the Juvenile Diversion Program was placed on file. Mrs. Westphal presented and read aloud by title only, proposed Ordinance No. 39-2016, a written copy of same having been previously furnished to each member of Council, "Amending the Sylvania Codified Ordinances, 1979, as amended, by adding Chapter 165-Alternative Dispute Program; and declaring an emergency."; Mrs. Westphal moved, Mr. Haynam seconded, that Council dispense with the Second and Third Readings of said Ordinance; roll call vote being: Frye, Haynam, Husman, Luetke, Mishka, Westphal, Cappellini, (7) yeas; (0) nays. The motion carried.

Ordinance No.  
39-2016,  
"Amending Syl.  
Cod. Ordinance  
...Adding  
Chapter 165,  
Alternative  
Dispute  
Program..."

Mrs. Westphal moved, Mr. Luetke seconded, that Ordinance No. 39-2016 be enacted as an emergency measure as declared therein; roll call vote being: Haynam, Husman, Luetke, Mishka, Westphal, Cappellini, Frye, (7) yeas; (0) nays. The motion carried.

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

Law Director Brinning presented proposed Ordinance 40-2016, Amending the Sylvania Codified Ordinances by adding Chapter 765-Dealers in Second-Hand Articles. Mrs. Westphal moved, Mr. Luetke seconded to refer this proposed Ordinance to the Safety Committee for review; Husman, Luetke, Mishka, Westphal, Cappellini, Frye, Haynam, (7) yeas; (0) nays. The motion carried.

Refer Proposed  
Ord 40-2016 to  
Safety  
Committee.

Minutes of the Meeting of Council  
July 18, 2016

Mrs. Westphal set a Safety Committee meeting for August 15, 2016 at 6:45 p.m. in Council Chambers to discuss proposed Ordinance 40-2016.	Safety Com mtg, 8/15/16, 6:45p.m.
Mayor Stough stated that Council will now consider agenda item 12.	
Mrs. Westphal moved, Mr. Luetke seconded to not request a public hearing on the new D-1 liquor permit from K and B Ventures Corp. dba Charlies Homemade Ice Cream & Edibles, 6600 Sylvania Ave., Sylvania, OH; roll call vote being: Mishka, Westphal, Cappellini, Frye, Haynam, Husman, Luetke, (7) yeas; (0) nays. The motion carried.	No hearing requested for new D1 Liquor Permit... Charlies Ice Cream.
Mayor Stough stated that Council will now consider agenda item 13.	
Mayor Stough presented the list of items to be offered for sale from the Service Department. Mr. Haynam moved, Mr. Frye seconded to authorize the sale of three items from the list (Pick-up, Crack fill machine and Pavers) from the Public Service/Safety on GovDeals.com since they are no longer needed by the City: roll call vote being: Westphal, Cappellini, Frye, Haynam, Husman, Luetke, Mishka, (7) yeas; (0) nays. The motion carried.	Items for GovDeals.com.
Mayor Stough stated that Council will now consider agenda item 14.	
Mr. Luetke stated the Employee & Community Relations Committee met on July 5, 2016 to discuss an annual city calendar. Mr. Luetke stated Administration is developing a conceptual calendar, potential sponsors to defray costs and production time-line for Council review.	Employee & Com Relations met to discuss City Calendar.
Mr. Frye stated the Streets Committee met on this date at 6:30p.m. to discuss the Street repair and replacement program in the future years and review funding options. Railroad crossing on Convent Blvd. was also discussed.	Streets Com. met to discuss street repair program and RR crossings.
Mayor Stough stated that Council will now consider agenda item 15.	
Mrs. Husman reminded Council of the Buildings & Grounds Committee meeting to be held on July 20 <sup>th</sup> at 7:30 a.m. at Historical Village to discuss the Lathrop House and Historical Village activities.	

Minutes of the Meeting of Council  
July 18, 2016

Mayor Stough stated that Council will now consider agenda item 16.

Mrs. Westphal moved, Mr. Haynam seconded to confirm the Mayor's appointment of Barbara Conover, MSN, RN to serve as the City's representative to the Toledo-Lucas County Board of Health; roll call vote being: Cappellini, Frye, Haynam, Husman, Luetke, Mishka, Westphal, (7) yeas; (0) nays. The motion carried.

Confirmation of  
Barbara  
Conover; City's  
Rep to Bd.  
of Health.

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

Service Director Aller presented information on the ODOT bid for salt. The City will purchase 1,000 tons at \$39.71/ton.

ODOT salt  
pricing &  
purchase.

Mayor Stough stated that Council will now consider agenda item 18.

Mr. Haynam provided information on the Ohio Checkbook program offered by State Treasurer, Josh Mandel. The finance Committee will meet on September 6, 2016 at 6:45p.m. to evaluate this program.

Finance Com.  
mtg, 9/6/16,  
6:45p.m.

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

Mrs. Westphal moved, Mr. Haynam seconded that this meeting adjourn; all present voting yea (7); (0) nays. The motion carried and the meeting adjourned at 9:37 p.m.

Adjournment.

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Clerk of Council

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Mayor

PETITION FOR ZONING ORDINANCE AMENDMENT

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

Application No. ZA-3-2016  
Date 7/21/16

Petitioner Name(s): Joe Mercurio, Owner/Developer

Petitioner Address: 8625 Pepper Ridge Circle, Sylvania, OH 43560

Email: mercuriodevelopers@buckeye-express.com,  
gfeller@fellerfinch.com Telephone: (419) 885-8211

Location of property for which zoning amendment is requested:  
Approximately 400' west of the intersection of Alexis and Whiteford on the north side of Alexis.  
Parcel #8205182

Purpose of amendment request: A proposed development consisting of commercial along Alexis  
and two unit residential dwellings behind the commercial.

Current Zoning: B-2 & R-1 Requested Zoning: B-2

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

- Attachments:
- 1. Full legal description of the property for which the Zoning Amendment is proposed.
  - 2. Area location map.
  - 3. Site plan - if plan is larger than 11" x 17", eighteen (18) copies must be submitted.

A check for \$100.00 + cost of advertising, payable to the City of Sylvania is attached for processing of said Petition. It is understood that no refund is to be made after the filing of the Petition.

By: J. Miller  
PRESIDENT

Date referred by Council: \_\_\_\_\_

Date of Commission Action: \_\_\_\_\_

Date of Council Action: \_\_\_\_\_

Action: \_\_\_\_\_

For Office Use Only

Date: 7/21/16 Check #: 7791 Cash: \_\_\_\_\_ Fee: \$ 100\*

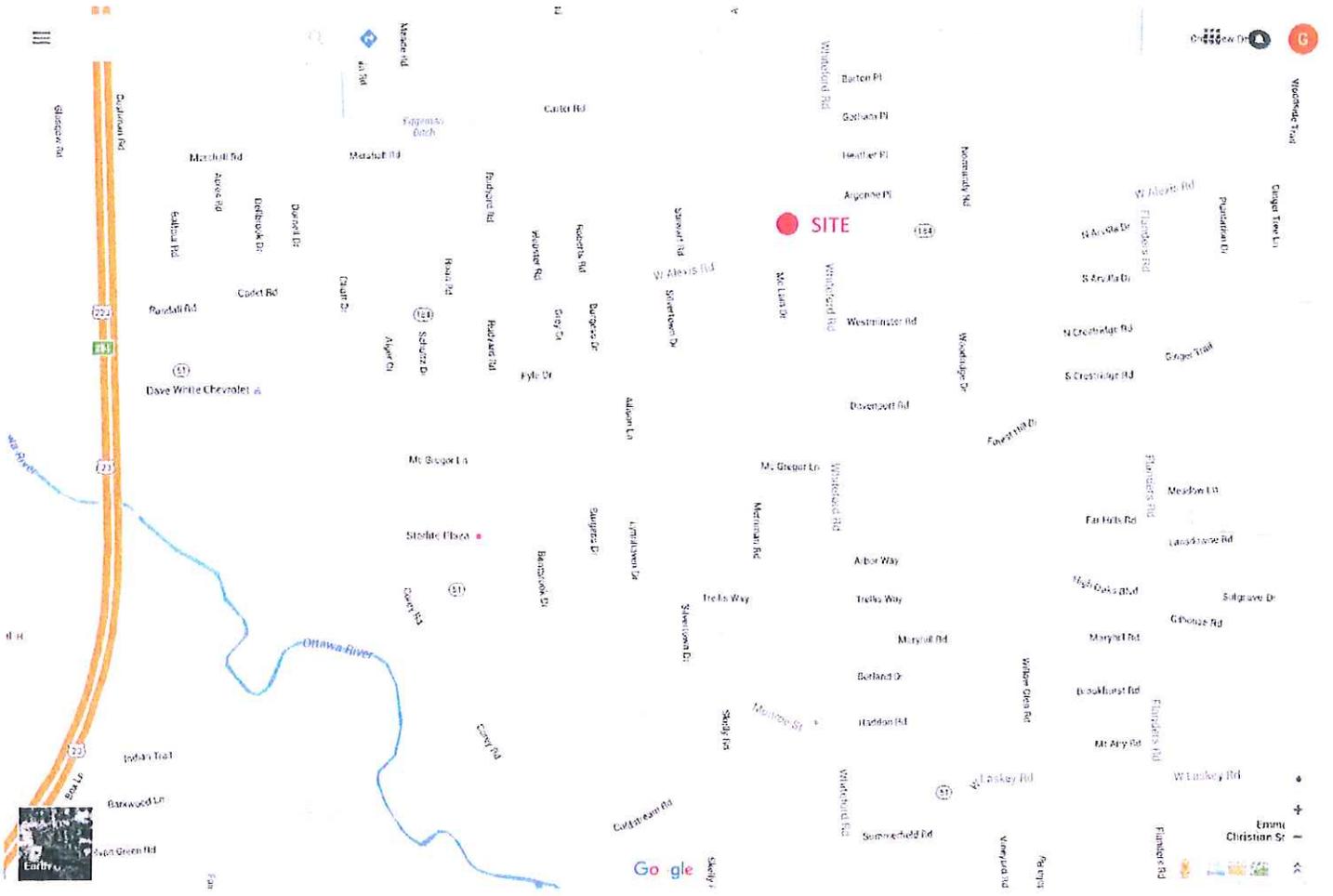
T. Miller

Exhibit "C"

That part of Lot number three (3) in the Subdivision of the Northeast quarter (1/4) of Section eleven (11), Town nine (9) South, Range six (6) East, in Sylvania Township, Lucas County, Ohio, bounded and described as follows:

Beginning at an iron pin in the centerline of Alexis Road (formerly known as Tremainsville Road) which is two hundred eighty-eight and five tenths (288.5) feet Westerly from the centerline of Whiteford Road, as measured along the centerline of Alexis Road; thence North eight hundred thirteen and sixty-three hundredths (813.63) feet to a point on the North line of said Section eleven (11) which is two hundred eighty-six and twenty-five hundredths (286.25) feet Westerly from the centerline of Whiteford Road, as measured along the North line of said Section eleven (11); thence West along the North line of said Section eleven (11), two hundred eighty-eight and seventy-five hundredths (288.75) feet to a point; thence South eight hundred fifty-seven and ten hundredths (857.10) feet to an iron pin in the centerline of Alexis Road, which is two hundred sixty-three and seven tenths (263.7) feet Westerly from the place of beginning, as measured along the centerline of Alexis Road; thence Easterly along the centerline of Alexis Road, two hundred sixty-three and seven tenths (263.7) feet to the place of beginning.

Subject to legal highways.



Google

Unm  
Christian St





# City Of Sylvania

DEPARTMENT OF PUBLIC SERVICE

KEVIN G. ALLER, PE DIRECTOR

August 11, 2016

To: Mayor and Members of City Council

Re: Council Referral – Zoning Ordinance Amendment ZA-2-2016

Dear Mayor and Members of Council:

Following is an excerpt from the minutes of the regular meeting of the Municipal Planning Commission of August 10, 2016, Council Referral – Zoning Ordinance Amendment Petition No. ZA-2-2016, a request from Toledo-Lucas County Public Library for a zoning change from “R-1” Single-Family Residential Large Lot District to “B-1-B” Modified Business and Office District for property located at 7461 Sylvania (82-93917), 7453 Sylvania (82-93918), 7445 Sylvania (82-93919), and 3986 King (82-93920):

..." Mr. Marciniak moved, Mr. McCann seconded, to recommend to Council to approve the Zoning change request. Vote being: McCann, Marciniak, Arnold, Stough and Lindsley (5) aye; (0) nay. Motion passed by a 5 to 0 vote."...

Sincerely,

Debra Webb, Secretary  
Municipal Planning Commission

ORDINANCE NO. 41 -2016

**TO ASSESS A SPECIAL TAX UPON THE LOTS AND LANDS DESCRIBED IN THE SCHEDULE REFERRED TO HEREIN TO PAY A PART OF THE COST AND EXPENSE OF PROVIDING FOR THE CONSTRUCTION, MAINTENANCE, REPAIR, CLEANING AND ENCLOSING OPEN DRAINAGE DITCHES WITHIN THE CORPORATE LIMITS OF THE CITY OF SYLVANIA FOR THE YEAR ENDING DECEMBER 31, 2016; AND DECLARING AN EMERGENCY.**

WHEREAS, the Council of the City of Sylvania has heretofore, by Ordinance, established one (1) district for the purpose of constructing, maintaining, repairing, cleaning and enclosing open drainage ditches located within the corporate limits of the City of Sylvania during the year 2016, and provided that part of the cost and expense connected with said work in said district in the total amount of Two Hundred Seventy-Seven Thousand, Six Hundred Forty-Two and 08/100 (\$277,642.08) shall be levied and assessed in the sum of forty cents (40¢) per front foot upon all lots and lands bounding and abutting upon the streets and public right-of-way in said district as set forth in said Ordinance; and,

WHEREAS, the Clerk of Council has given notice of the passage of the Ordinance creating the Ditch District for 2016 and of the estimated assessments on file in the Office of the Clerk of Council; and,

WHEREAS, Council has considered and adjusted all objections to estimated assessments that were properly and timely filed.

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

SECTION 1. That, to pay a part of the cost and expense of the construction, maintenance, repair, cleaning and enclosing open drainage ditches located within the corporate limits of the City of Sylvania as described in the schedule as reported by the Clerk of Council for the year ending December 31, 2016, there be, and hereby is assessed, in one (1) installment for 2016, upon the lots and lands bounding and abutting upon the streets and public right-of-way in said district, the several sums shown in the list of assessments, as adjusted if adjusted, and set opposite the description of the respective lots and lands and do hereby determine and declare that said lots and lands are specially benefitted in the amounts so assessed against the same, which amounts and assessments are hereby confirmed and approved.

SECTION 2. That the owners of said several lots and parcels of land shall pay the said sum so assessed as above against their said lots and lands, respectively, in one (1) installment, to the Treasurer of Lucas County, Ohio, at the same time and in the same manner as other taxes are paid, or be subject to the penalty and interest to be paid thereon as provided by law.

SECTION 3. That the Clerk of Council be, and she hereby is, directed to certify said assessments in one (1) installment within twenty (20) days of the passage hereof, to the Auditor of Lucas County, Ohio, to be, by her, placed upon the grand tax duplicate of said County for the year 2016 against said lots and lands, respectively, to be collected at the same time and in the same manner as other taxes are collected.

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 provision for the construction, maintenance and repair of ditches should be made forthwith and therefore this Ordinance should be effective immediately. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

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

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

ATTEST:

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

APPROVED:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

APPROVED AS TO FORM:

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

ORDINANCE NO. 42 -2016

**TO ASSESS A SPECIAL TAX UPON THE LOTS AND LANDS DESCRIBED IN THE SCHEDULE REFERRED TO HEREIN TO PAY A PART OF THE COST AND EXPENSE OF PROVIDING FOR THE REMOVAL AND SPECIAL TREATMENT OF SHADE TREES FOR THE PURPOSE OF CONTROLLING BLIGHT AND DISEASE OF SAME; AND FOR PLANTING, MAINTAINING, TRIMMING AND REMOVING SHADE TREES IN AND ALONG THE STREETS AND WITHIN PUBLIC RIGHT-OF-WAY OF THE CITY FOR THE YEAR ENDING DECEMBER 31, 2016; AND DECLARING AN EMERGENCY.**

WHEREAS, the Council of the City of Sylvania has heretofore, by Ordinance, established one (1) district for the purpose of removing or specially treating therein shade trees for the purpose of controlling the blight and disease of same for the planting, maintaining, trimming and removing shade trees in and along the streets and within public right-of-way of the City of Sylvania during the year 2016, and provided that part of the cost and expense connected with said work in said district in the total amount of Two Hundred Forty-Two Thousand, Nine Hundred Seventy-Eight and 18/100 (\$242,978.18) shall be levied and assessed in the sum of thirty-five cents (35¢) per front foot upon all lots and lands bounding and abutting upon the streets and public right-of-way in said district as set forth in said Ordinance; and,

WHEREAS, the Clerk of Council has given notice of the passage of the Ordinance creating the Tree District for 2016, and of the estimated assessments on file in the Office of the Clerk of Council; and,

WHEREAS, Council has considered and adjusted all objections to estimated assessments that were properly and timely filed.

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

SECTION 1. That, to pay the cost and expense of the removal or special treatment of certain shade trees for the purpose of controlling the blight and disease and for planting, maintaining, trimming and removing of other shade trees in and along the streets and within public right-of-way of the City of Sylvania described in the schedule as reported by the Clerk of Council for the year ending December 31, 2016, there be, and hereby is assessed, in one (1) installment for 2016, upon the lots and lands bounding and abutting upon the streets and public right-of-way in said district, the several sums shown in the list of assessments, as adjusted if adjusted, and set opposite the description of the respective lots and lands and do hereby determine and declare that said lots and lands are specially benefitted in the amounts so assessed against the same, which amounts and assessments are hereby confirmed and approved.

SECTION 2. That the owners of said several lots and parcels of land shall pay the said sum so assessed as above against their said lots and lands, respectively, in one (1) installment, to the Treasurer of Lucas County, Ohio, at the same time and in the same manner as other taxes are paid, or be subject to the penalty and interest to be paid thereon as provided by law.

SECTION 3. That the Clerk of Council be, and she hereby is, directed to certify said assessments in one (1) installment within twenty (20) days of the passage hereof, to the Auditor of Lucas County, Ohio, to be, by him, placed upon the grand tax duplicate of said County for the year 2015 against said lots and lands, respectively, to be collected at the same time and in the same manner as other taxes are collected.

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 assessments need to be certified immediately so as to meet the deadline for certifying the same to the Auditor and therefore this Ordinance should be effective immediately. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

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

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

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

ATTEST:

APPROVED AS TO FORM:

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

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

APPROVED:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

7c

**ORDINANCE NO. 43 -2016**

**ORDINANCE APPROVING THE ASSESSMENTS HERETOFORE  
AUTHORIZED BY RESOLUTION NO. 7-2016 FOR STREET  
LIGHTING; LEVYING SAID ASSESSMENTS; AND DECLARING  
AN EMERGENCY.**

WHEREAS, this Council by Resolution No. 7-2016, passed May 16, 2016, declared the necessity for lighting the municipal streets, determined the basis for levying annual assessments on lots and lands in this City for such purpose, and authorized such assessments in the amount as estimated by the Clerk of Council, pursuant to said Resolution; and,

WHEREAS, the Clerk of Council pursuant to said Resolution and Revised Code Section 727.14, gave notice of the passage of said Resolution and the filing of such estimated assessments; and,

WHEREAS, no objections were filed pursuant to Revised Code Section 727.15 or such objections as were filed have been considered by Council, and such assessments, as adjusted if adjusted, should be approved, levied and certified to the Auditor of Lucas County, Ohio.

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

SECTION 1. That the assessments for the street lighting authorized by said Resolution in the aggregate amount of Three Hundred Ninety-Seven Thousand, Eight Hundred Seventy-Four and 60/100 (\$397,874.60) and the assessments, as adjusted if adjusted, are hereby approved and such assessments in the amount so approved are hereby levied on the several parcels and lots of land in said City on the basis as set forth in said Resolution and the Clerk of Council is hereby directed to certify said assessments to the Auditor of Lucas County, Ohio, within the time provided therefore by the Revised Code of Ohio Section 5705.34.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. That the Clerk of Council is hereby directed to post a copy of this Ordinance in the Office of the Clerk of Council in the Municipal Building pursuant to ARTICLE III, Section 12, of the Charter of this City.

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that immediate provision must be made for lighting the City streets. 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

8a



# City Of Sylvania

DEPARTMENT OF PUBLIC SERVICE

KEVIN G. ALLER, PE DIRECTOR

August 15, 2016

To: The Mayor and Members of Sylvania City Council

Re: **MUNICIPAL COURT PARKING LOT EXPANSION PROJECT  
CHANGE ORDER NO. 1 (FINAL)**

Dear Mr. Mayor and Council Members:

The Municipal Court Parking Lot Expansion Project was recently completed. The original contract amount with Salenbien Trucking & Excavating, Inc. on the project was \$189,319.90 and received Council approval on December 7, 2015 by Ordinance 74-2015.

Now that the project is completed, the final installed quantities have been resolved and a change order is necessary to adjust the final contract price.

The installed quantities have resulted in an increase to the original contract in the amount of \$313.20. In addition, there were several other work items added to the contract to resolve poor subgrade conditions, connect unrecorded drains to nearby catch basins, and additional electrical work. These additional work items resulted in an increase of \$25,582.73. The total change order increase to the contract for the resolved bid quantities and the additional work is \$25,955.93.

We recommend approval of Change Order No. 1 which will increase the final contract amount from \$189,319.90 to \$215,275.83.

Please call if you have any questions.

Sincerely,

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

CITY OF SYLVANIA, OHIO

**CHANGE ORDER**      Number 1 (FINAL)

Project Ordinance No.: 74-2015      Purchase Order No. 51195

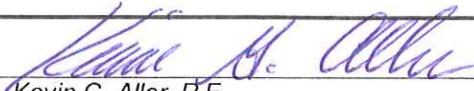
Contract: Municipal Court Parking Lot Expansion

Title of Change Order: \_\_\_\_\_

Date: 8/8/2016

Description of Change:	Additional Work Items	\$25,402.73
	Final Bid Item Adjustments	\$373.20
	<b>TOTAL</b>	<b>\$25,955.93</b>

RECOMMENDED  
FOR APPROVAL BY:

  
Kevin G. Aller, P.E.  
Public Service Director

8/11/16  
Date

Original Contract Amt	\$ 189,319	90
Previous Changes (+ or --)	\$ 0	00
This Change (+ or --)	\$ 25,955	93
Adjusted Contract Amt	\$ 215,275	83

REVIEWED BY: \_\_\_\_\_  
Engineer

DATE: \_\_\_\_\_

SUBMITTED BY: Leon Salenbien Jr  
Name of Contractor

DATE: 8/8/16  
Contractor's Signature

City of Sylvania, Ohio

The above proposal is hereby approved.

The above proposal is hereby approved.

Craig A. Stough, Mayor

Date

Toby Schroyer, Finance Director

Date

**CITY OF SYLVANIA  
CHANGE ORDER NO. 1 (FINAL)**

**MUNICIPAL COURT PARKING LOT EXPANSION PROJECT**

8/8/2016

Sheet 1 of 1

**1 ADDITIONAL WORK**

a. Parking Lot Undercut \$20,304.00

1) Unsuitable soils lying between the topsoil and a hard clay layer was encountered during excavation. These soils were not suitable for parking lot base construction and required removal and replacement with Superberm granular material.

	<u>Quantity (CY)</u>	<u>Unit Price (CY)</u>	
Excavation & Superberm:	432	\$47	\$20,304.00

b. Unrecorded Drains \$2,520.00

1) Unrecorded clay drainage tiles were found within the excavated footprint of the new parking lot. All had groundwater coming out of them. Rather than cut and plug it was decided to install new 6" PVC conduit and connect the drains to the closest catch basin. 140' of new 6" conduit was installed.

	<u>Quantity (FT)</u>	<u>Unit Price (FT)</u>	
6" Conduit:	140	\$18	\$2,520.00

c. Site Lighting Junction Box Relocation \$2,758.73

1) There was an electrical junction box attached to side wall of the existing dumpster enclosure. It was discovered that this junction box was live and fed existing site lighting at the Administration Building. As a result it was necessary to remove and relocate the junction box to a new location.

Material:	\$301.14
Labor:	\$1,986.30
Equipment:	\$220.50

Subtotal: \$2,507.94

10% Markup (Overhead & Profit) \$250.79

Total: \$2,758.73

2 BID QUANTITY ADJUSTMENTS (see attached) \$373.20

**3 CHANGE ORDER NO. 1 (ADD)** **\$25,955.93**

TO OWNER:

CITY OF SYLVANIA  
6730 MONROE STREET  
SYLVANIA, OHIO 43560

FROM CONTRACTOR:

SALEBIEN TRUCKING & EXCAVATING, INC.  
9217 ANN ARBOR ROAD  
DUNDEE, MICHIGAN 48131

APPLICATION NO: 2 (Final)

PERIOD TO: 6/28/2016 TO  
8/1/2016

PROJECT:

MUNICIPAL COURT PARKING LOT EXPANSION

SHEET: 1 OF 2

LINE NO.	BID ITEM NO.	DESCRIPTION OF WORK	UNIT	BID QUANTITY	UNIT PRICE	BID VALUE	ESTIMATED QUANTITY INSTALLED	VALUE	MATERIALS PRESENTLY STORED (NOT IN C)	TOTAL COMPLETED AND STORED TO DATE (D+E)	% (F/B)	BALANCE TO FINISH (B-F)
1	201	Clearing and Grubbing	LUMP	1	\$2,970.00	\$2,970.00	1	\$2,970.00		\$2,970.00	100%	\$0.00
2	201	Stump Removed, 18" Size	EACH	1	\$165.00	\$165.00	1	\$165.00		\$165.00	100%	\$0.00
3	201	Tree Removed, 18" Size	EACH	3	\$275.00	\$825.00	3	\$825.00		\$825.00	100%	\$0.00
4	202	Pipe Removed	FT	77	\$5.50	\$423.50	77	\$423.50		\$423.50	100%	\$0.00
5	202	Pavement Removed, Asphalt	SY	252	\$4.70	\$1,184.40	252	\$1,184.40		\$1,184.40	100%	\$0.00
6	202	Pavement Removed, Concrete	SY	227	\$10.00	\$2,270.00	227	\$2,270.00		\$2,270.00	100%	\$0.00
7	202	Walk Removed	SQ FT	2,033	\$1.00	\$2,033.00	2,033	\$2,033.00		\$2,033.00	100%	\$0.00
8	202	Curb Removed	FT	213	\$1.00	\$213.00	213	\$213.00		\$213.00	100%	\$0.00
9	202	Catch Basin Removed	EACH	1	\$275.00	\$275.00	1	\$275.00		\$275.00	100%	\$0.00
10	SPEC	Dumpster Enclosure Removed	LUMP	1	\$275.00	\$275.00	1	\$275.00		\$275.00	100%	\$0.00
11	207	Inlet Protection	EACH	4	\$125.00	\$500.00	4	\$500.00		\$500.00	100%	\$0.00
12	653	Topsoil Furnished and Placed, As Per Plan	CY	106	\$50.00	\$5,300.00	106	\$5,300.00		\$5,300.00	100%	\$0.00
13	659	Seeding and Mulching Class 1, As Per Plan	CY	953	\$1.00	\$953.00	953	\$953.00		\$953.00	100%	\$0.00
14	659	Commercial Fertilizer	TON	0.13	\$500.00	\$65.00	0.13	\$65.00		\$65.00	100%	\$0.00
15	659	Water	MGAL	5.15	\$50.00	\$257.50	5.15	\$257.50		\$257.50	100%	\$0.00
16	SPEC	Retaining Wall, As Per Plan	LUMP	1	\$9,350.00	\$9,350.00	1	\$9,350.00		\$9,350.00	100%	\$0.00
17	203	Excavation	CY	772	\$17.00	\$13,124.00	772	\$13,124.00		\$13,124.00	100%	\$0.00
18	203	Embankment	CY	73	\$3.30	\$240.90	73	\$240.90		\$240.90	100%	\$0.00
19	204	Excavation of Subgrade	CY	25	\$17.00	\$425.00	0	\$0.00		\$0.00	0%	\$425.00
20	204	Granular Material, Type B	CY	25	\$38.00	\$950.00	0	\$0.00		\$0.00	0%	\$950.00
21	204	Subgrade Compaction	SY	1437	\$0.90	\$1,293.30	1437	\$1,293.30		\$1,293.30	100%	\$0.00
22	254	Pavement Planing, Asphalt Concrete	SY	4,794	\$1.60	\$7,670.40	4,794	\$7,670.40		\$7,670.40	100%	\$0.00
23	304	Aggregate Base	CY	320	\$38.50	\$12,320.00	320	\$12,320.00		\$12,320.00	100%	\$0.00
24	407	Tack Coat	GAL	360	\$2.00	\$720.00	360	\$720.00		\$720.00	100%	\$0.00
25	407	Tack Coat for Intermediate Course	GAL	58	\$2.00	\$116.00	0	\$0.00		\$0.00	0%	\$116.00
26	448	Asphalt Concrete Intermediate Course, Type 2, PG64-22	CY	80	\$144.00	\$11,520.00	74.8	\$10,771.20		\$10,771.20	94%	\$748.80
27	448	Asphalt Concrete Surface Course, Type 1, PG64-22	CY	260	\$147.00	\$38,220.00	279.0	\$41,013.00		\$41,013.00	107%	(\$2,793.00)
28	608	4" Concrete Walk	SQ FT	2,097	\$5.00	\$10,485.00	2,097	\$10,485.00		\$10,485.00	100%	\$0.00
29	608	Curb Ramps	EACH	2	\$500.00	\$1,000.00	2	\$1,000.00		\$1,000.00	100%	\$0.00
30	609	Curb, Type A	FT	629	\$22.00	\$13,838.00	629	\$13,838.00		\$13,838.00	100%	\$0.00
31	603	8" Conduit, Type B	FT	61	\$26.00	\$1,586.00	61	\$1,586.00		\$1,586.00	100%	\$0.00
32	603	8" Conduit, Type C	FT	71	\$22.00	\$1,562.00	71	\$1,562.00		\$1,562.00	100%	\$0.00
33	603	6" Conduit, Type F for Underdrain Outlets	FT	30	\$22.00	\$660.00	30	\$660.00		\$660.00	100%	\$0.00
34	604	Catch Basin, LCE Type A-1	EACH	2	\$1,870.00	\$3,740.00	2	\$3,740.00		\$3,740.00	100%	\$0.00
35	604	Catch Basin, City of Toledo Type D With Flate Grate	EACH	1	\$1,980.00	\$1,980.00	1	\$1,980.00		\$1,980.00	100%	\$0.00
36	605	6" Shallow Pipe Underdrains	FT	239	\$13.00	\$3,107.00	239	\$3,107.00		\$3,107.00	100%	\$0.00
37	625	Luminaire, As Per Plan	EACH	5	\$275.00	\$1,375.00	5	\$1,375.00		\$1,375.00	100%	\$0.00

TO OWNER:

CITY OF SYLVANIA  
6730 MONROE STREET  
SYLVANIA, OHIO 43560

FROM CONTRACTOR:

SALENBIEN TRUCKING & EXCAVATING, INC.  
9217 ANN ARBOR ROAD  
DUNDEE, MICHIGAN 48131

APPLICATION NO: 2 (Final)

PERIOD TO: 6/28/2016 TO  
8/1/2016

PROJECT:

MUNICIPAL COURT PARKING LOT EXPANSION

SHEET: 2 OF 2

LINE NO.	BID ITEM NO.	DESCRIPTION OF WORK	UNIT	BID QUANTITY	UNIT PRICE	BID VALUE	ESTIMATED QUANTITY INSTALLED	VALUE	MATERIALS PRESENTLY STORED (NOT IN C)	TOTAL COMPLETED AND STORED TO DATE (D+E)	% (F/B)	BALANCE TO FINISH (B-F)
38	625	Glare Shield, As Per Plan	EACH	2	\$55.00	\$110.00	0	\$0.00		\$0.00	0%	\$110.00
39	625	Light Pole, As Per Plan	EACH	5	\$660.00	\$3,300.00	5	\$3,300.00		\$3,300.00	100%	\$0.00
40	625	Light Pole Foundation, As Per Plan	EACH	4	\$1,045.00	\$4,180.00	4	\$4,180.00		\$4,180.00	100%	\$0.00
41	625	Conduit, 725.051, 1"	FT	332	\$2.50	\$830.00	332	\$830.00		\$830.00	100%	\$0.00
42	625	Trench	FT	332	\$5.00	\$1,660.00	332	\$1,660.00		\$1,660.00	100%	\$0.00
43	625	Ground Rod	EACH	4	\$220.00	\$880.00	4	\$880.00		\$880.00	100%	\$0.00
44	625	Pole and Bracket Cable, No. 12 AWG, 240 Volt	FT	420	\$1.10	\$462.00	420	\$462.00		\$462.00	100%	\$0.00
45	625	Distribution Cable, No. 8 AWG, 240 Volt	FT	372	\$1.40	\$520.80	372	\$520.80		\$520.80	100%	\$0.00
46	625	Connection	EACH	5	\$88.00	\$440.00	5	\$440.00		\$440.00	100%	\$0.00
47	625	Lighting Conduit Removed	FT	156	\$2.20	\$343.20	156	\$343.20		\$343.20	100%	\$0.00
48	625	Luminaire Removed	EACH	3	\$110.00	\$330.00	3	\$330.00		\$330.00	100%	\$0.00
49	625	Luminaire Support Removed	EACH	3	\$330.00	\$990.00	3	\$990.00		\$990.00	100%	\$0.00
50	625	Luminaire Support Foundation Removed	EACH	2	\$175.00	\$350.00	2	\$350.00		\$350.00	100%	\$0.00
51	630	Ground Mounted Support, No. 3 Post	FT	90	\$11.00	\$990.00	90	\$990.00		\$990.00	100%	\$0.00
52	630	Sign, Flat Sheet	SQ. FT	17	\$14.00	\$238.00	17	\$238.00		\$238.00	100%	\$0.00
53	630	Removal of Ground Mounted Sign and Disposal	EACH	13	\$11.00	\$143.00	3	\$33.00		\$33.00	23%	\$110.00
54	642	Handicap Symbol Marking	EACH	6	\$55.00	\$330.00	6	\$330.00		\$330.00	100%	\$0.00
55	642	Parking Lot Stall Marking, As Per Plan	FT	5,694	\$0.80	\$4,555.20	5,694	\$4,555.20		\$4,555.20	100%	\$0.00
56	642	Removal of Pavement Marking	FT	129	\$3.30	\$425.70	129	\$425.70		\$425.70	100%	\$0.00
57	SPEC	Conduit for Sprinkler Systems	FT	500	\$10.00	\$5,000.00	500	\$5,000.00		\$5,000.00	100%	\$0.00
58	SPEC	Sprinkler Heads	EACH	50	\$50.00	\$2,500.00	50	\$2,500.00		\$2,500.00	100%	\$0.00
59	614	Maintaining Traffic	LUMP	1	\$550.00	\$550.00	1	\$550.00		\$550.00	100%	\$0.00
60	623	Construction Layout Stakes	LUMP	1	\$2,200.00	\$2,200.00	1	\$2,200.00		\$2,200.00	100%	\$0.00
61	624	Mobilization	LUMP	1	\$5,000.00	\$5,000.00	1	\$5,000.00		\$5,000.00	100%	\$0.00
		TOTAL				\$189,693.10		\$189,693.10		\$189,693.10		(\$373.20)

**ORDINANCE NO. 44 -2016**

**AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO APPROVE CHANGE ORDER NO. 1 (FINAL) TO THIS CITY'S AGREEMENT WITH SALENBIEN TRUCKING & EXCAVATING, INC. FOR THE MUNICIPAL COURT PARKING LOT EXPANSION PROJECT WHICH REFLECTS THE ACTUAL WORK PERFORMED ON THIS PROJECT; INCREASING THE CONTRACT AMOUNT BY \$25,955.93; APPROPRIATING FUNDS THEREFORE; AND DECLARING AN EMERGENCY.**

WHEREAS, Ordinance No. 74-2015, passed December 7, 2015, accepted the bid of Salenbien Trucking & Excavating, Inc. for the Municipal Court Parking Lot Expansion Project, which bid was in the amount of \$189,319.90; and,

WHEREAS, the Director of Public Service, by report dated August 15, 2016, has recommended the acceptance of Change Order No. 1 (Final) of Salenbien Trucking & Excavating, Inc. for said Municipal Parking Lot Expansion Project to reflect the final installed quantities and additional work performed on this project; and,

WHEREAS, the installed quantities resulted in an increase to the original contract in the amount of \$313.20 and the additional work items added to the contract include resolving poor subgrade conditions, connecting unrecorded drains to nearby catch basins and additional electrical work which resulted in an increase to the contract in the amount of \$25,582.73; and,

WHEREAS, the work performed and final installed quantities resulted in a net increase to the contract in the amount of Twenty-Five Thousand Nine Hundred Fifty-Five and 93/100 Dollars (\$25,955.93), for a total contract amount of \$215,275.83.

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

SECTION 1. That said change order increasing the contract amount by the sum of Twenty-Five Thousand Nine Hundred Fifty-Five and 93/100 Dollars (\$25,955.93), authorized to be appropriated be, and the same hereby is, approved, and the Mayor and the Director of Finance

be, and they hereby are, authorized to sign said change order on behalf of this City, thereby indicating such approval and changing the total contract amount.

SECTION 2. That, to provide funds for said change order for improvements, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore appropriated to **Account No. 401-7750-53102 – Land Improvements**, the sum of Twenty-Five Thousand Nine Hundred Fifty-Five and 93/100 Dollars (\$25,955.93).

SECTION 3. That the Clerk of Council is hereby directed to post a copy of this Ordinance in the Office of the Clerk of Council in the Municipal Building pursuant to ARTICLE III, Section 12, of the Charter of this City.

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the adjustments in the contract for said additional improvements should be approved immediately. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

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

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. 45 -2016**

**ACCEPTING FOR ANNEXATION TO THE CITY OF SYLVANIA, OHIO, THE TERRITORY DESCRIBED IN ANNEXATION PETITION NUMBER 2016-1 FOR WHICH JAMES E. MOAN IS THE AGENT, AND AS HEREINAFTER DESCRIBED; PROVIDING FOR THE INTERIM ZONING OF SAID TERRITORY; AND DECLARING AN EMERGENCY.**

BE IT ORDAINED by the Council of the City of Sylvania, Lucas County, Ohio, \_\_\_\_\_

members elected thereto concurring:

SECTION 1. That the petition for annexation of the following described territory, in Sylvania Township, Lucas County, Ohio, contiguous to the City of Sylvania, Ohio, to-wit:

Located in the northeast quarter of Section 15, Town 9 South, Range 6 East, Sylvania Township, Lucas County, State of Ohio and being an annexation of 0.911 acres of land to the City of Sylvania and being more particularly described as follows:

Lot 20 and the north one-half (1/2) of Lot 41 in Sylvan Green Estates as recorded in Plat Book 51 in the Deed Records of the Lucas County Recorder's Office including the 30' half width right-of-way of Fairway Lane adjacent to said lots.

Containing 0.911 acres of land, more or less, and subject to all legal highways and easements of record.

having been filed with the Board of County Commissioners of Lucas County, Ohio, on January 4, 2016, presented to said Board of County Commissioners at a regular session thereof held on January 11, 2016, and acted upon favorably by said Board of County Commissioners on April 19, 2016, passed Resolution No. 16-327 to approve Annexation Petition 2016-1 together with the accompanying map of the territory and a certified transcript of the proceedings of said Board of County Commissioners, deposited with the Clerk of Council of the City of Sylvania, Ohio, by said Board of County Commissioners on the 10<sup>th</sup> day of June, 2016, and all of the same laid before this Council at its regular meeting on June 20, 2016, by the Clerk of Council, be, and the same is hereby accepted.

SECTION 2. That the Council of the City of Sylvania, Ohio, hereby finds and determines that the property is currently zoned Residential Agricultural and, therefore, comparable zoning should be established for all of the hereinabove described territory, that is, R-1.

SECTION 3. That the Clerk of Council be, and she is hereby, authorized and directed to make three (3) copies of this Ordinance to each of which shall be attached a copy of the map accompanying the petition for annexation, a copy of the transcript of the proceedings of the Board of County Commissioners relating thereto and a certificate as to the corrections thereof. The Clerk of Council shall then forthwith deliver one (1) copy to the County Auditor, one (1) copy to the County Recorder, and one (1) copy to the Secretary of State and shall file Notice of this annexation with the Board of Elections within thirty (30) days after it becomes effective, and the Clerk shall do all other things required by law.

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 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 provision for the acceptance of said annexation and establishment of interim zoning thereof should be made promptly so as to promptly establish the jurisdiction having authority over future developments of said real estate and therefore this Ordinance should be effective forthwith. 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. 46 -2016**

**ACCEPTING FOR ANNEXATION TO THE CITY OF SYLVANIA, OHIO,  
THE TERRITORY DESCRIBED IN ANNEXATION PETITION NUMBER  
2016-2 FOR WHICH JAMES E. MOAN IS THE AGENT, AND AS  
HEREINAFTER DESCRIBED; PROVIDING FOR THE INTERIM  
ZONING OF SAID TERRITORY; AND DECLARING AN EMERGENCY.**

BE IT ORDAINED by the Council of the City of Sylvania, Lucas County, Ohio, \_\_\_\_\_

members elected thereto concurring:

**SECTION 1.** That the petition for annexation of the following described territory, in Sylvania Township, Lucas County, Ohio, contiguous to the City of Sylvania, Ohio, to-wit:

A parcel of land being part of the Northeast  $\frac{1}{4}$  of Section 17, Town 9 South, Range 6 East in the Township of Sylvania, Lucas County, Ohio and being bounded and described as follows:

Beginning at the southeast corner of the said Northeast  $\frac{1}{4}$  of Section 17; thence S  $89^{\circ}33'51''$ W along the North line of Oak Creek Plat One, a subdivision recorded in Volume 128, Pages 88, 89 and 90 of the Lucas County Plat Records and the North line of Lot 42 in Oak Creek Plat 4, a subdivision recorded in Volume 136, Pages 65 and 66 of the Lucas County Plat Records a distance of 889.54' to the intersection of the East line of said Lot 42 in Oak Creek Plat 4;

Thence N $00^{\circ}17'26''$ E along the said East line of Lot 42 in Oak Creek Plat 4 a distance of 15.02' to the intersection of the South line of Parkland Sylvania Hills Plat 2, a subdivision recorded in Volume 134, Pages 46, 47, 48 and 49 of the Lucas County Plat Records;

Thence S $89^{\circ}28'06''$ E along the said South line of Parkland Sylvania Hills Plat 2 a distance of 1.15' to the intersection of the East line of said Parkland Sylvania Hills Plat 2;

Thence N $00^{\circ}15'56''$ E along the said East line of Parkland Sylvania Hills Plat 2 a distance of 426.85' to the intersection of the South line of Parkland Sylvania Hills Plat 1, a subdivision recorded in Volume 132, Pages 30, 31 and 32 of the Lucas County Plat Records;

Thence N $89^{\circ}33'52''$ E along the said South line of Parkland Sylvania Hills Plat 1 a distance of 363.00' to the intersection of the East line of Lot 9 in said Parkland Sylvania Hills Plat 1;

Thence N $00^{\circ}15'56''$ E along the said East line of Lot 9 in Parkland Sylvania Hills Plat 1 a distance of 42.84' to the intersection of the South line of Parkland Sylvania Hills Plat 5, a subdivision recorded in Instrument 20101004-0041062;

Thence N $89^{\circ}33'52''$ E along the said South line of Parkland Sylvania Hills Plat 5 a distance of 330.13' to the intersection of the West line of Lot 45 of said Parkland Sylvania Hills Plat 5;

Thence N $00^{\circ}00'00''$ E along the said West line of Lot 45 in Parkland Sylvania Hills Plat 5 a distance of 182.01' to the intersection of the southerly right-of-way line of Wind River Drive;

Thence N $89^{\circ}33'52''$ E along the said southerly right-of-way line of Wind River Drive a distance of 12.09' to the intersection of the extension in a southerly direction of the West line of Lot 1 in said Parkland Sylvania Hills Plat 1;

Thence N $00^{\circ}15'56''$ E along the said extension of and the said West line of Lot 1 in Parkland Sylvania Hills Plat 1 a distance of 198.85' to the intersection of the North line of said Parkland Sylvania Hills Plat 1;

Thence N $89^{\circ}58'29''$ W along the said North line of Parkland Sylvania Hills Plat 1 a distance of 115.00' to the intersection of the East line of said Parkland Sylvania Hills Plat 1;

Thence N $00^{\circ}00'00''$ E along the said East line of Parkland Sylvania Hills Plat 1 a distance of 85.25' to the intersection of the North line of said Parkland Sylvania Hills Plat 1;

Thence N89°58'29"W along the said North line of Parkland Sylvan Hills Plat 1 a distance of 588.94' to the intersection of the East line of Parkland Sylvan Hills Plat 4, a subdivision recorded in Volume 138, Pages 60 and 61 of the Lucas County Plat Records;

Thence N00°15'56"E along the said East line of Parkland Sylvan Hills Plat 4 a distance of 345.70' to the intersection of the South line of Parklands Plat 5, a subdivision recorded in Volume 149, Pages 4, 5, 6 and 7 of the Lucas County Plat Records;

Thence S89°58'29"E along the said South line of Parklands Plat 5 and the extension in an easterly direction of said South line of Parklands Plat 5 a distance of 882.34' to the intersection of the East line of the said Northeast ¼ of Section 17;

Thence S00°00'00"W along the said East line of the Northeast ¼ of Section 17 a distance of 1294.95' to the point of beginning.

Containing 18.73 acres of land more or less. Subject to legal highways.

Bearings based on an assumed bearing of S00°00'00"W for the East line of the Northeast ¼ of Section 17.

having been filed with the Board of County Commissioners of Lucas County, Ohio, on January 4, 2016, presented to said Board of County Commissioners at a regular session thereof held on January 11, 2016, and acted upon favorably by said Board of County Commissioners on April 19, 2016, passed Resolution No. 16-328 to approve Annexation Petition 2016-2 together with the accompanying map of the territory and a certified transcript of the proceedings of said Board of County Commissioners, deposited with the Clerk of Council of the City of Sylvania, Ohio, by said Board of County Commissioners on the 10<sup>th</sup> day of June, 2016, and all of the same laid before this Council at its regular meeting on June 20, 2016, by the Clerk of Council, be, and the same is hereby accepted.

SECTION 2. That the Council of the City of Sylvania, Ohio, hereby finds and determines that the property is currently zoned Residential Agricultural and, therefore, comparable zoning should be established for all of the hereinabove described territory, that is, R-1.

SECTION 3. That the Clerk of Council be, and she is hereby, authorized and directed to make three (3) copies of this Ordinance to each of which shall be attached a copy of the map accompanying the petition for annexation, a copy of the transcript of the proceedings of the Board of County Commissioners relating thereto and a certificate as to the corrections thereof. The Clerk of Council shall then forthwith deliver one (1) copy to the County Auditor, one (1) copy to the County Recorder, and one (1) copy to the Secretary of State and shall file Notice of this annexation with the Board of Elections within thirty (30) days after it becomes effective, and the Clerk shall do all other things required by law.

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 provision for the acceptance of said annexation and establishment

interim zoning thereof should be made promptly so as to promptly establish the jurisdiction authority over future developments of said real estate and therefore this Ordinance should be effective forthwith. 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

11

**ORDINANCE NO. 47 -2016**

**AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF SYLVANIA, AS LESSOR, AND LAURA JAKES, INDIVIDUALLY AND d/b/a LJ CREATES, AS LESSEE, OF SUITE B2 IN THE MAPLEWOOD MARKETPLACE, 5702 N. MAIN STREET, SYLVANIA, OHIO, FOR THE PURPOSE OF OPERATING A GRAPHIC DESIGN BUSINESS, DETERMINING SAID CITY OWNED PROPERTY NOT TO BE NEEDED FOR MUNICIPAL PURPOSES DURING THE TIME OF PROPOSED LEASE; AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO SIGN SUCH A LEASE ON BEHALF OF THE CITY OF SYLVANIA; AND DECLARING AN EMERGENCY.**

WHEREAS, Ordinance No. 8-2014, passed by Sylvania City Council on March 3, 2014, authorized a Lease Agreement between the City of Sylvania, as Lessor, and Laura Jakes,

individually and d/b/a LJ Creates, as Lessee, of Suite B2 in the Maplewood Marketplace; and,

WHEREAS, the Lease authorized by the above-referenced ordinance has expired; and,

WHEREAS, the City and Laura Jakes, individually and d/b/a LJ Creates have proposed to lease approximately 570 square feet in the Maplewood Marketplace, Suite B2, 5703 N. Main Street for thirteen (24) months with rental according to the following schedule:

August 1, 2016 – July 31, 2018: Lessee shall pay as rent the sum of Fifteen Thousand One Hundred Twenty Dollars (\$15,120.00) in equal monthly installments of Six Hundred Thirty Dollars (\$630.00) per month, commencing on the 1st day of August, 2016.

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

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

**SECTION 1.** That the City of Sylvania owns the building located at 5703 N. Main Street, including Suite B2 comprising approximately 570 square feet, in Sylvania, Ohio, which is hereby determined not to be needed for municipal purposes for a period of twenty-four (24) months so as long as the activities conducted on said premises are compatible with the stated purpose of the Lease.

**SECTION 2.** That, the municipal property described in Section 1 hereof is hereby authorized to be leased by the City of Sylvania as Lessor, to Laura Jakes, individually and d/b/a LJ Creates, as Lessee, or to such other Lessee for the term of twenty-four (24) months.

**SECTION 3.** That rent for the property shall include the following schedule August 2016 – July 31, 2018: Lessee shall pay as rent the sum of Fifteen Thousand One Hundred Twenty Dollars (\$15,120.00) in equal monthly installments of Six Hundred Thirty Dollars (\$630.00) per month, commencing on the 1st day of August, 2016.

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

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

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

SECTION 7. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare of the City of Sylvania and for the further reason that the lease for the premises should be entered into immediately. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

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

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

ATTEST: \_\_\_\_\_  
President of Council

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

APPROVED: \_\_\_\_\_ APPROVED AS TO FORM:

\_\_\_\_\_  
Mayor

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

\_\_\_\_\_  
Date

## BUSINESS PROPERTY LEASE

THIS AGREEMENT is made at Sylvania, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the **City of Sylvania, an Ohio municipality** (hereinafter "Lessor") and **Laura Jakes, individually and d/b/a LJ Creates** hereinafter ("Lessee").

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

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

Approximately Five Hundred Seventy (570) square feet of office space located on the second (2nd) Floor of the Maplewood Market, at 5503 N. Main St., Suite B2, Sylvania, Ohio 43560, whose dimensions are set forth on Exhibit A attached hereto.

**1. PARKING:** No on-site parking is provided for tenants. Tenant shall encourage its employees to refrain from using the angled parking located on Maplewood Avenue directly across from the Maplewood Market between Becker Place and the Railroad Tracks during normal business hours.

**2. TERM:** This lease shall be for the term of 24 months, commencing on the 1st day of August, 2016 and terminating on the 31st day of July, 2018.

**3. RENT:** Lessee shall pay as rent the total sum of Fifteen Thousand One Hundred Twenty Dollars (\$15,120.00) according to the schedule set forth below:

August 1, 2016 – July 31, 2018: Fifteen Thousand One Hundred Twenty Dollars (\$15,120.00) payable in equal monthly installments of Six Hundred Thirty Dollars (\$630.00) per month.

If rent is not paid by the 5th day of the month, a \$50 late charge will be assessed.

**4. CONDITION OF PREMISES:** Unless otherwise specified herein, Lessee does hereby accept the premises in the condition they may be in at the commencement of the lease. Subject to all defects therein, whether concealed or otherwise, except hidden defects known to Lessor and unknown to Lessee which would not be discoverable through a reasonable inspection by Lessee and to release and forever discharge Lessor from and all damages of every kind and nature arising hereunder. Lessee shall further indemnify and hold lessor from any and all damages of every kind and nature arising hereunder. Lessee shall further indemnify and hold Lessor and the premises (and improvements thereon) harmless from all liens and all liabilities in any way arising out of the use or condition of the premises and the improvements thereon by the Lessee. Notwithstanding the foregoing, Lessor agrees to complete all modifications and improvements to premises previously agreed to between the parties. Once the modifications and improvements are complete, if Lessee desires to make any additional changes or changes to the improvements and modifications as agreed upon, those costs will be Lessee's sole responsibility and she shall hold Lessor harmless thereon.

**5. USE OF PREMISES:** The leased premises are to be used as commercial business office space and related purposes, and for no other purpose. Lessor specifically agrees and/or any other lawful purpose consistent therewith.

**6. RESPONSIBILITIES OF LESSOR:**

a) Maintain and keep in proper repair any common areas not exclusively under the control of Lessee.

**7. RESPONSIBILITIES OF THE LESSEE:**

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

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

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

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

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

f) Lessee shall be responsible for making any repairs to the interior of the leased premises and will save less or harmless from any and all liens, claims and damages by reason of any repairs or improvements which may be made by Lessee.

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

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

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

Lessor shall pay electrical charges.

Lessor shall pay heat charges.

Lessor shall pay real estate taxes and assessments.

Lessor shall pay outside building liability insurance.

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

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

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

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

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

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

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

**16. REMEDIES IN EVENT OF DEFAULT BY LESSEE:** If the rent, or any part thereof, shall at any time be in arrears and unpaid with or without demand being made therefor, or if Lessee shall fail to keep and perform and observe any of the conditions of this lease, or if Lessee shall be adjudicated a Bankrupt or shall make an assignment for creditors, or if the

interest of the Lessee herein shall be sold under execution or other legal process, it shall be lawful for Lessor to enter into the premises the same as if this lease had not been made and thereupon this lease, and everything herein contained on the part of said Lessor to be performed, shall cease and be void without prejudice, however, to the right of the Lessor to recover from Lessee all rent due up to the time of such entry. In case of such default and entry by Lessor, Lessor may re-let the premises for the remainder of the term for the highest rent obtainable and may recover from Lessee any deficiency between the amount obtained and the amount owed by the Lessee.

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

18. THIS LEASE IS EXPRESSLY CONTINGENT UPON FORMAL APPROVAL BY SYLVANIA CITY COUNCIL ON OR BEFORE AUGUST 15, 2016. FAILURE TO OBTAIN SAID APPROVAL BY AUGUST 15, 2016 RENDERS THIS AGREEMENT VOID.

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

Toby Schroyer, Director of Finance  
City of Sylvania  
6730 Monroe Street  
Sylvania, Ohio 43560

and with a copy to:

Leslie B. Brinning, Director of Law  
City of Sylvania  
6730 Monroe Street  
Sylvania, Ohio 43560

All notices to Lessee shall be addressed as follows:

Laura Jakes  
LJ Creates  
5703 N. Main St., Ste. B  
Sylvania, OH 43560

Witness as to City:

CITY OF SYLVANIA (Lessor)

\_\_\_\_\_

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

\_\_\_\_\_

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

STATE OF OHIO )

COUNTY OF LUCAS        )  
                                  )        ss:

Before me appeared Craig A. Stough, Mayor and Toby Schroyer, Director of Finance on behalf of the City of Sylvania, a Municipal Corporation, Lessor, who acknowledged that the execution of this lease was their free act and deed, and the free act and deed of said Municipal Corporation this \_\_\_\_ day of \_\_\_\_\_, 2016.

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

Witnesses as to Lessee:

[Signature]  
Wm. C. Eickholt

LJ CREATES (Lessee)  
By: [Signature]  
Laura Jakes  
[Signature]  
Laura Jakes, Individually

STATE OF OHIO        )  
                                  )        ss:  
COUNTY OF LUCAS        )

Before me appeared Laura Jakes, individually and on behalf of LJ Creates, lessee in the above lease who acknowledged that the execution of this lease was her free act and deed this 20th day of July, 2016.

Wm. C. Eickholt  
Notary Public

  
**WM. C. EICKHOLT**  
Attorney at Law  
Notary Public - State of Ohio  
My commission has no expiration date  
Section 147.03 O.R.C.

**THIS LEASE IS THE ENTIRE AGREEMENT BETWEEN THE PARTIES.**

This instrument was prepared by:  
Leslie B. Brinning, Director of Law

City of Sylvania  
4930 Holland-Sylvania Road  
Sylvania, Ohio 43560

12

ORDINANCE NO. 48 -2016

**AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF SYLVANIA, AS LESSOR, AND LAURA JAKES, INDIVIDUALLY AND d/b/a LJ CREATES, AS LESSEE, OF SUITE B3 IN THE MAPLEWOOD MARKETPLACE, 5702 N. MAIN STREET, SYLVANIA, OHIO, FOR THE PURPOSE OF OPERATING A GRAPHIC DESIGN BUSINESS, DETERMINING SAID CITY OWNED PROPERTY NOT TO BE NEEDED FOR MUNICIPAL PURPOSES DURING THE TIME OF PROPOSED LEASE; AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO SIGN SUCH A LEASE ON BEHALF OF THE CITY OF SYLVANIA; AND DECLARING AN EMERGENCY.**

WHEREAS, Ordinance No. 5-2015, passed by Sylvania City Council on February 2, 2015, authorized a Lease Agreement between the City of Sylvania, as Lessor, and Laura Jakes, individually and d/b/a LJ Creates, as Lessee, of Suite B3 in the Maplewood Marketplace; and,

WHEREAS, the Lease authorized by the above-referenced ordinance has expired; and,

WHEREAS, the City and Laura Jakes, individually and d/b/a LJ Creates have proposed to lease approximately 279 square feet in the Maplewood Marketplace, Suite B3, 5703 N. Main Street for thirteen (24) months with rental according to the following schedule:

August 1, 2016 – July 31, 2018: Lessee shall pay as rent the sum of Seven Thousand Two Hundred Dollars (\$7,200.00) in equal monthly installments of Three Hundred Dollars (\$300.00) per month, commencing on the 1st day of August, 2016.

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

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

SECTION 1. That the City of Sylvania owns the building located at 5703 N. Main Street, including Suite B3 comprising approximately 279 square feet, in Sylvania, Ohio, which is hereby determined not to be needed for municipal purposes for a period of twenty-four (24) months so as long as the activities conducted on said premises are compatible with the stated purpose of the Lease.

SECTION 2. That, the municipal property described in Section 1 hereof is hereby authorized to be leased by the City of Sylvania as Lessor, to Laura Jakes, individually and d/b/a LJ Creates, as Lessee, or to such other Lessee for the term of twenty-four (24) months.

SECTION 3. That rent for the property shall include the following schedule August 2016 – July 31, 2018: Lessee shall pay as rent the sum of Seven Thousand Two Hundred Dollars (\$7,200.00) in equal monthly installments of Three Hundred Dollars (\$300.00) per month, commencing on the 1st day of August, 2016

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

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

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

SECTION 7. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare of the City of Sylvania and for the further reason that the lease for the premises should be entered into immediately. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

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

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

ATTEST:

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

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

APPROVED:

APPROVED AS TO FORM:

\_\_\_\_\_  
Mayor

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

\_\_\_\_\_  
Date

## BUSINESS PROPERTY LEASE

THIS AGREEMENT is made at Sylvania, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Sylvania, an Ohio municipality (hereinafter "Lessor") and Laura Jakes, individually and d/b/a LJ Creates hereinafter ("Lessee").

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

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

Approximately Two Hundred Seventy-Nine (279) square feet of office space located on the second (2nd) Floor of the Maplewood Market, at 5503 N. Main St., Suite B3, Sylvania, Ohio 43560.

**1. PARKING:** No on-site parking is provided for tenants. Tenant shall encourage its employees to refrain from using the angled parking located on Maplewood Avenue directly across from the Maplewood Market between Becker Place and the Railroad Tracks during normal business hours.

**2. TERM:** This lease shall be for the term of 24 months, commencing on the 1st day of August, 2016 and terminating on the 31st day of July, 2018.

**3. RENT:** Lessee shall pay as rent the total sum of Seven Thousand Two Hundred Dollars (\$7,200.00) according to the schedule set forth below:

August 1, 2016 – July 31, 2018: Seven Thousand Two Hundred Dollars (\$7,200.00) payable in equal monthly installments of Three Hundred Dollars (\$300.00) per month.

If rent is not paid by the 5th day of the month, a \$50 late charge will be assessed.

**4. CONDITION OF PREMISES:** Unless otherwise specified herein, Lessee does hereby accept the premises in the condition they may be in at the commencement of the lease. Subject to all defects therein, whether concealed or otherwise, except hidden defects known to Lessor and unknown to Lessee which would not be discoverable through a reasonable inspection by Lessee and to release and forever discharge Lessor from and all damages of every kind and nature arising hereunder. Lessee shall further indemnify and hold lessor from any and all damages of every kind and nature arising hereunder. Lessee shall further indemnify and hold Lessor and the premises (and improvements thereon) harmless from all liens and all liabilities in any way arising out of the use or condition of the premises and the improvements thereon by the Lessee. Notwithstanding the foregoing, Lessor agrees to complete all modifications and improvements to premises previously agreed to between the parties. Once the modifications and improvements are complete, if Lessee desires to make any additional changes or changes to the improvements and modifications as agreed upon, those costs will be Lessee's sole responsibility and she shall hold Lessor harmless thereon.

**5. USE OF PREMISES:** The leased premises are to be used as commercial business office space and related purposes, and for no other purpose. Lessor specifically agrees and/or any other lawful purpose consistent therewith.

**6. RESPONSIBILITIES OF LESSOR:**

a) Maintain and keep in proper repair any common areas not exclusively under the control of Lessee.

**7. RESPONSIBILITIES OF THE LESSEE:**

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

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

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

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

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

f) Lessee shall be responsible for making any repairs to the interior of the leased premises and will save less or harmless from any and all liens, claims and damages by reason of any repairs or improvements which may be made by Lessee.

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

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

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

Lessor shall pay electrical charges.

Lessor shall pay heat charges.

Lessor shall pay real estate taxes and assessments.

Lessor shall pay outside building liability insurance.

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

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

**11. HOLDOVER TENANCY:** Should Lessee, with the express or implied consent of

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

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

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

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

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

**16. REMEDIES IN EVENT OF DEFAULT BY LESSEE:** If the rent, or any part thereof, shall at any time be in arrears and unpaid with or without demand being made therefor, or if Lessee shall fail to keep and perform and observe any of the conditions of this lease, or if Lessee shall be adjudicated a Bankrupt or shall make an assignment for creditors, or if the interest of the Lessee herein shall be sold under execution or other legal process, it shall be

lawful for Lessor to enter into the premises the same as if this lease had not been made and thereupon this lease, and everything herein contained on the part of said Lessor to be performed, shall cease and be void without prejudice, however, to the right of the Lessor to recover from Lessee all rent due up to the time of such entry. Additionally, in the event of default by Lessee, the unpaid balance on the improvements and modifications to the space as provided for in Item 7(b) shall immediately become due and owing. In case of such default and entry by Lessor, Lessor may re-let the premises for the remainder of the term for the highest rent obtainable and may recover from Lessee any deficiency between the amount obtained and the amount owed by the Lessee.

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

18. THIS LEASE IS EXPRESSLY CONTINGENT UPON FORMAL APPROVAL BY SYLVANIA CITY COUNCIL ON OR BEFORE AUGUST 15, 2016. FAILURE TO OBTAIN SAID APPROVAL BY AUGUST 15, 2016 RENDERS THIS AGREEMENT VOID.

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

Toby Schroyer, Director of Finance  
City of Sylvania  
6730 Monroe Street  
Sylvania, Ohio 43560

and with a copy to:

Leslie B. Brinning, Director of Law  
City of Sylvania  
6730 Monroe Street  
Sylvania, Ohio 43560

All notices to Lessee shall be addressed as follows:

Laura Jakes  
LJ Creates  
5703 N. Main St., Ste. B  
Sylvania, OH 43560

Witness as to City:

CITY OF SYLVANIA (Lessor)

\_\_\_\_\_

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

\_\_\_\_\_

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

STATE OF OHIO            )  
                                      )    ss:



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

ORDINANCE NO. 49 -2016

**AUTHORIZING A LEASE BETWEEN THE CITY OF SYLVANIA, AS LESSOR, AND INTERRUPT, LLC, AS LESSEE, OF SUITE E IN THE MAPLEWOOD MARKETPLACE, 5703 N. MAIN STREET, SYLVANIA, OHIO; DETERMINING SAID CITY OWNED PROPERTY NOT TO BE NEEDED FOR MUNICIPAL PURPOSES DURING THE TIME OF THE PROPOSED LEASE; AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO SIGN SUCH A LEASE ON BEHALF OF THE CITY OF SYLVANIA, OHIO; AND DECLARING AN EMERGENCY.**

WHEREAS, the City of Sylvania is the owner of the real estate at 5703 N. Main Street, Suite E, Sylvania, Ohio located in the Maplewood Marketplace; and,

WHEREAS, Ordinance No. 76-2012, passed December 27, 2012, authorized the Mayor and Director of Finance to enter into a Lease Agreement on behalf of the City with Interrupt, LLC, d/b/a Interrupt Marketing for Suites F and G in the Maplewood Market; and,

WHEREAS, pursuant to the terms of the Lease Agreement authorized above, Interrupt, LLC had a right of first refusal for Suite E in the Maplewood Marketplace; and,

WHEREAS, at the expiration of the Kur Balance Lease, Interrupt, LLC notified the City of its intent to exercise its option; and,

WHEREAS, the City and Interrupt, LLC have proposed to lease approximate Suite E in the Maplewood Marketplace, 5703 N. Main St., Sylvania, Ohio for twelve (12) months with rental according to the following schedule:

July 1, 2016 – May 31, 2017: Lessee shall pay as rent the sum of Eleven Thousand Dollars (\$11,000.00) in equal monthly installments of One Thousand Dollars (\$1,000.00) per month, commencing on the 1st day of July, 2016.

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

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

SECTION 1. That the City of Sylvania owns the building located at 5703 N. Main Street, Suite E, Sylvania, Ohio, which is hereby determined not to be needed for municipal purposes for a period of one (1) years so long as the activities conducted on said premises are compatible with future development of the Historical Museum and the Historical Village.

SECTION 2. That the municipal property described in Section 1 hereof is hereby authorized to be leased by the City of Sylvania as Lessor, to Interrupt, LLC, d/b/a Interrupt Marketing as Lessee, or to such other Lessees for the term of twelve (12) months with base rental for the initial term of One Thousand Dollars (\$1,000.00) per month, with the rent payable on the first day of each month in advance and with the lease containing other customary provisions for such a lease as are approved by the Director of Law.

SECTION 3. That the Mayor and Director of Finance be, and they hereby are, authorized to enter into a lease on behalf of the City of Sylvania, Ohio, as Lessor, as authorized in Section 2 hereof for the property described in Section 1 hereof.

SECTION 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 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, Sections 11(c) and 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 of the City of Sylvania. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

APPROVED:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

## BUSINESS PROPERTY LEASE

THIS AGREEMENT is made at Sylvania, Ohio, this 18<sup>th</sup> day of JULY, 2016, by and between the City of Sylvania, an Ohio municipality (hereinafter "Lessor") and Interrupt, LLC hereinafter ("Lessee").

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

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

Approximately One Thousand (1,000) square feet of space located on the First Floor of the Maplewood Market, at 5503 N. Main St., Suite E, Sylvania, Ohio 43560.

**1. PARKING:** Two (2) additional parking spaces will be designated for use by Lessee during normal business hours (7:00 a.m. – 6:00 p.m., Monday through Friday) and will be in close proximity to the leased space. The spaces and signage will be mutually agreed upon by Landlord and Tenant. Tenant shall encourage its employees to refrain from using the angled parking located on Maplewood Avenue directly across from the Maplewood Market between Becker Place and the Railroad Tracks during normal business hours.

**2. TERM:** This lease shall be for the term of 12 months, commencing on the 1st day of June, 2016 and terminating on the 31st day of May, 2017.

**3. RENT:** Lessee shall pay as rent the total sum of Eleven Thousand Dollars (\$11,000.00) according to the schedule set forth below:

July 1, 2016 – May 31, 2017: Eleven Thousand Dollars (\$11,000.00) payable in equal monthly installments of One Thousand Dollars (\$1,000.00) per month.

If rent is not paid by the 5th day of the month, a \$50 late charge will be assessed.

**4. SECURITY DEPOSIT:** Lessee shall deposit the additional sum of \$1,000.00 as security for Lessee's obligations under the terms of this lease.

**5. CONDITION OF PREMISES:** Unless otherwise specified herein, Lessee does hereby accept the premises in the condition they may be in at the commencement of the lease. Subject to all defects therein, whether concealed or otherwise, except hidden defects known to Lessor and unknown to Lessee which would not be discoverable through a reasonable inspection by Lessee and to release and forever discharge Lessor from and all damages of every kind and nature arising hereunder. Lessee shall further indemnify and hold lessor from any and all damages of every kind and nature arising hereunder. Lessee shall further indemnify and hold Lessor and the premises (and improvements thereon) harmless from all liens and all liabilities in any way arising out of the use or condition of the premises and the improvements thereon by the Lessee. Notwithstanding the foregoing, Lessor agrees to complete all modifications and improvements to premises previously agreed to between the parties. Once the modifications and improvements are complete, if Lessee desires to make any additional changes or changes to the improvements and modifications as agreed upon, those costs will be Lessee's sole responsibility and she shall hold Lessor harmless thereon.

**6. USE OF PREMISES:** The leased premises are to be used as office space and related purposes, and for no other purpose. Lessor specifically agrees and/or any other lawful purpose

consistent therewith.

**7. RESPONSIBILITIES OF LESSOR:**

- a) Maintain and keep in proper repair any common areas not exclusively under the control of Lessee.
- b) Maintain and keep in proper repair the roof and structural portions of the premises.
- c) Keep sidewalks, driveways, and all other access to the building free of snow and ice.
- d) Lessor will maintain the exterior of the Maplewood Marketplace including, but not limited to, paint and awnings.
- e) Lessor will be responsible for all plumbing, mechanical, structural, HVAC or electrical repairs.

**8. RESPONSIBILITIES OF THE LESSEE:**

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

**9. FIXTURES AND INTERIOR ALTERATIONS:** Lessee shall make no changes in the construction of the building or any substantial alteration to the building interior without the written consent of the Lessor. All improvements installed by Lessee, except for portable partitions and trade fixtures shall be deemed permanent fixtures and the property of Lessor, unless otherwise agreed in writing by the parties. Lessor acknowledges and understands that Lessee intends to add a doorway through an interior wall of Lessee's existing leased space in Suites F and G of the Maplewood Marketplace to Suite E. At the expiration of the Lease term, Lessee will replace and restore the wall between the suites.

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

Lessee shall pay electrical charges due to usage.

Lessee shall pay water and sewer charges due to usage.

Lessee shall pay heat charges due to usage.

Lessor shall pay real estate taxes and assessments, except as otherwise noted in this lease.

Lessor shall pay outside building liability insurance.

Lessor shall pay for common area maintenance to include snow removal.

Lessee shall pay for monthly alarm system monitoring charges.

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

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

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

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

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

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

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

**17. REMEDIES IN EVENT OF DEFAULT BY LESSEE:** If the rent, or any part thereof, shall at any time be in arrears and unpaid with or without demand being made therefor, or if Lessee shall fail to keep and perform and observe any of the conditions of this lease, or if Lessee shall be adjudicated a Bankrupt or shall make an assignment for creditors, or if the interest of the Lessee herein shall be sold under execution or other legal process, it shall be lawful for Lessor to enter into the premises the same as if this lease had not been made and thereupon this lease, and everything herein contained on the part of said Lessor to be performed, shall cease and be void without prejudice, however, to the right of the Lessor to recover from Lessee all rent due up to the time of such entry. Additionally, in the event of default by Lessee, the unpaid balance on the improvements and modifications to the space as provided for in Item 7(b) shall immediately become due and owing. In case of such default and entry by Lessor, Lessor may re-let the premises for the remainder of the term for the highest rent obtainable and may recover from Lessee any deficiency between the amount obtained and the amount owed by the Lessee.

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

**18. SUBLETTING AND ASSIGNMENT:** Lessee may sublet or assign the Leased Premises, or any part hereof upon consent of Lessor, which shall not be unreasonably withheld.

**19. ARBITRATION/MEDIATION:** Before any party may institute legal action with respect to any dispute relating in any way to the Lessee or this lease, it must first attempt to mutually resolve the dispute or via mediation proceedings before taking any other action.

**20. THIS LEASE IS EXPRESSLY CONTINGENT UPON FORMAL APPROVAL BY SYLVANIA CITY COUNCIL ON OR BEFORE AUGUST 15, 2016. FAILURE TO OBTAIN SAID APPROVAL BY AUGUST 15, 2016 RENDERS THIS AGREEMENT VOID.**

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

Toby Schroyer, Director of Finance  
City of Sylvania  
6730 Monroe Street  
Sylvania, Ohio 43560

and with a copy to:

Leslie B. Brinning, Director of Law  
City of Sylvania  
6730 Monroe Street  
Sylvania, Ohio 43560

All notices to Lessee shall be addressed as follows:

Bill Rossiter, CEO  
Interrupt, LLC  
5703 N. Main St.  
Sylvania, OH 43560

Witness as to City:

CITY OF SYLVANIA (Lessor)

\_\_\_\_\_

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

\_\_\_\_\_

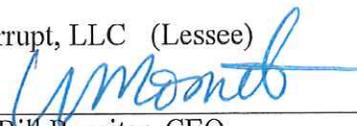
By: \_\_\_\_\_  
Toby Schroyer, Director of Finance

STATE OF OHIO            )  
  )  
COUNTY OF LUCAS        )        ss:

Before me appeared Craig A. Stough, Mayor and Toby Schroyer, Director of Finance on behalf of the City of Sylvania, a Municipal Corporation, Lessor, who acknowledged that the execution of this lease was their free act and deed, and the free act and deed of said Municipal Corporation this \_\_\_\_ day of \_\_\_\_\_, 2016.

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

Witnesses as to Lessees:

Interrupt, LLC (Lessee)  
By:  \_\_\_\_\_  
Bill Rossiter, CEO

\_\_\_\_\_

\_\_\_\_\_

STATE OF OHIO            )  
  )  
COUNTY OF LUCAS        )        ss:

Before me appeared Bill Rossiter, CEO of Interrupt, LLC, on behalf of Interrupt, LLC, lessees in the above lease who acknowledged that the execution of this lease was his free act and deed this \_\_\_\_ day of \_\_\_\_\_, 2016.

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

**THIS LEASE IS THE ENTIRE AGREEMENT BETWEEN THE PARTIES.**

This instrument was prepared by:  
Leslie B. Brinning, Director of Law  
City of Sylvania  
6730 Monroe St.  
Sylvania, Ohio 43560

ORDINANCE NO. 50 -2016

**AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AN AGREEMENT FOR THE REGIONAL ADDICTION DIVERSION PROGRAM, ON BEHALF OF THE CITY OF SYLVANIA, OHIO, WITH THE BOARD OF LUCAS COUNTY COMMISSIONERS, FOR THE PROVISION OF COURT ADDICTION DIVERSION SERVICES THROUGH THE LUCAS COUNTY COURT OF COMMON PLEAS WORK RELEASE COURT ADDICTION DIVERSION PROGRAM TO SYLVANIA MUNICIPAL COURT; AND DECLARING AN EMERGENCY.**

WHEREAS, Ordinance No. 25-2015, passed April 20, 2015, authorized the Mayor and Director of Finance to enter into an Agreement for the Regional Addiction Diversion Program; and,

WHEREAS, the City of Sylvania desires to continue to participate in the Work Release Regional Addiction Diversion Treatment Program (“RAD”); and,

WHEREAS, the goal of the Work Release RAD Treatment Program is to aid in the protection of the community by rehabilitating convicted offenders; and,

WHEREAS, the Director of Law has received the proposed Agreement with the Board of Lucas County Commissioners for the Work Release RAD Program to the Sylvania Municipal Court which will give Sylvania Municipal Court two reserved beds in the program; and,

WHEREAS, the per diem rate for the reserved beds is \$75.00 per bed which will be paid out of the Sylvania Municipal Court’s Indigent Fund.

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

SECTION 1. That the Mayor and Director of Finance be, and they hereby are authorized to enter into an Agreement with the Board of Lucas County Commissioners, in the form and substance of “Exhibit A” this Council hereby agreeing to appropriate the necessary funds for payment required under said Agreement.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal

requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. That the Clerk of Council is hereby directed to post a copy of this Ordinance in the Office of the Clerk of Council in the Municipal Building pursuant to ARTICLE III, Section 12, of the Charter of this City.

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the Agreement should be authorized immediately to provide two reserved beds in the Work Release RAD Treatment Program. 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

AGREEMENT FOR THE REGIONAL ADDICTION DIVERSION PROGRAM (RAD)

AT THE CORRECTIONAL TREATMENT FACILITY

BY AND BETWEEN

THE CITY OF SYLVANIA

AND

THE BOARD OF COMMISSIONERS OF LUCAS COUNTY, OHIO

APPROVED BY

THE CORRECTIONAL TREATMENT FACILITY

AND

THE SYLVANIA MUNICIPAL COURT

This Memorandum of Understanding (MOU) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Sylvania, Ohio (hereinafter referred to as "City") and the Board of Commissioners of Lucas County, Ohio (hereinafter referred to as "Board"). The Correctional Treatment Facility (herein referred to as "CTF"), and the Sylvania Municipal Court (herein referred to as "SMC"), have approved such as to content. This Agreement addresses the provision of regional addiction services through The Correctional Treatment Facility RAD Program Agreement to the SMC.

WHEREAS, the Facility Governing Board, is authorized to implement a Correctional Treatment Facility ("CTF") Program; and

WHEREAS, it has been determined that participation in The Correctional Treatment Facility Regional Addiction Diversion Treatment Program ("RAD") is beneficial to the City and SMC, as it ultimately aids in the protection of the community by the rehabilitation of convicted offenders; and

WHEREAS, City is authorized to enter into this Agreement with the Board under Lucas County Legislation \_\_\_\_\_ passed on \_\_\_\_\_, and City of Sylvania Ordinance \_\_\_\_\_ passed on \_\_\_\_\_.

NOW THEREFORE, for the good and valuable consideration as hereinafter provided by the parties as follows:

### Section I- Scope of Services

- 1.1 The Correctional Treatment Facility ("Department") shall accept referrals from the Sylvania Municipal Court ("SMC") for participation in its Correctional Treatment Facility RAD; and shall provide all other necessary services (as defined by The Correctional Treatment Facility policies and procedures) to the participants therein. SMC will have 1.5 guaranteed residential beds, unless notice of the Department's inability to accept referrals is provided in accord with Sections 1.4 and 1.5 below.
- 1.2 The Executive Director of The Correctional Treatment Facility shall administer the RAD program in accordance with the policies and procedures approved by The Correctional Treatment Facility governing board, maintain accurate records as to the SMC participants, and respond to SMC requests. Appendix A, The Correctional Treatment Facility RAD Program Description, is hereby incorporated in and made a part of this Agreement.
- 1.3 SMC, in availing itself of the services of the Department, agrees to abide by the established policies and procedures of the Department and further acknowledges the authority of the Executive Director of The Correctional Treatment Facility to reject any SMC referral that is a.) found unsuitable by Correctional Treatment Facility staff in accordance with established screening procedures; b.) placed in The Correctional Treatment Facility RAD Program status without first undergoing screening procedures; c.) guilty of any infraction of Correctional Treatment Facility regulations.
- 1.4 In the event of reduced Board funding for the Department, it is understood that limitations may be placed upon the number of RAD Program referrals accepted from SMC. In the event that significant personnel reductions occur and the capacity of the program is reduced, there may be an inability to accept any referrals from the SMC by the Department.
- 1.5 Notice of any limitations to accept referrals will be provided to the SMC by the Department. If the number of residential beds available for referrals from SMC drops below 1.5, there shall be an adjustment to the fees payable under Section III, which adjustment shall be calculated using the stated per diem rate.
- 1.6 In the event of unforeseen budget constraints on the part of the City and/or SMC, the City and SMC may terminate this agreement due to insufficient funding. Notice of the termination would be provided to The Correctional Treatment Facility and the Board by SMC.

### Section II- Term and Option

- 2.1 This Agreement is effective as of July 1, 2016, and ends June 30, 2017.

- 2.2 The original Agreement may be extended by mutual written agreement of the Parties for an additional 12 month period beginning on July 1, 2017, and ending June 30, 2018. Any change in Fees and per diem rates for the extension period shall be mutually agreed to by the Parties in writing.

### Section III- Fees and Invoicing

- 3.1 In addition to paying for its 11 beds, the Toledo Municipal Court acknowledges that its annual fee includes payment for 5 beds for use by the suburban municipal courts of Maumee, Oregon, and Sylvania. Funds for these 5 beds are part of a Probation Improvement and Incentive Grant awarded to the Toledo Municipal Court, which are earmarked to help fund the RAD Program as a regional program for Lucas County Municipal Courts.
- 3.2 For the initial term, the City agrees to pay in quarterly installments to the order of the Treasurer of Lucas County c/o the Lucas County Board of Commissioners, for the above services, a total annual fee in the amount of \$13,687.50, which reflects an agreed upon per diem rate of \$75.00 for 365 bed days divided by two.
- 3.3 CTF will invoice the SMC each quarter for 25% of the annual fee for The Correctional Treatment Facility RAD Program. The SMC agrees to pay the full amount of each invoice within 30 days of receipt. SMC shall pay the invoices to the order of the Treasurer of Lucas County c/o the Lucas County Board of Commissioners. The Board reserves the right to terminate or reduce services based on non-payment of invoices.
- 3.4 In the first 60 days following the end of the calendar year, the Board or Department shall prepare and deliver to the City a recap of the actual utilization by the SMC of the services covered under this agreement during the preceding calendar year.

### Section IV- Medical Treatment/Costs

All medically-related costs, including hospitalizations, shall be the responsibility of the offender. In the event the offender requires hospitalization, the Correctional Treatment Facility staff will notify the SMC, so a decision can be made to place the offender on a furlough for medical treatment, or the Sentencing Judge can modify the offender's sentence and grant an immediate release.

### Section V- Liability

- 5.1 The Board shall be solely liable for any and all liabilities, losses, obligations, claims, damages, penalties, suits, actions, judgements, costs, and expenses of whatever nature, which are incurred or brought as a result of injury to or death of persons or damages to or loss of property caused by acts or omissions to act of the Board, its Officers, Agents, Servants, and Employees, arising out of the performance of this Agreement, except where the separate intervening negligence of the City, its officers, Agents, Servants, and Employees, or a third party is a proximate cause of the accident, injury, death or damage to property.

- 5.2 The City shall be solely liable for any and all liabilities, losses, obligations, claims, damages, penalties, suits, actions, judgements, costs, and expenses of whatever nature, which are incurred or brought as a result of injury to or death of persons or damages to or loss of property caused by acts or omissions to act of the Board, its Officers, Agents, Servants, and Employees, arising out of the performance of this Agreement, except where the separate intervening negligence of the Board, its officers, Agents, Servants, and Employees, or a third party is a proximate cause of the accident, injury, death or damage to property.

#### SECTION VI - Termination

- 6.1. This Agreement may be terminated by either party with or without cause, upon 30 days written notice to the Board of Lucas County Commissioners, the Executive Director of The Correctional Treatment Facility, and to the Presiding Judge of the Sylvania Municipal Court and the Mayor of the City of Sylvania. In the event there is no alternative residential program immediately available to the then participating SMC offenders as of the date of termination of the Agreement, CTF agrees to allow these offenders to complete their treatment at The Correctional Treatment Facility RAD Program.
- 6.2. There shall be no fees payable after the date of termination, except to the extent that services are continued to be provided to participating SMC offenders subsequent to the termination date. The quarterly payment shall be prorated to the date of termination, plus any per diem amounts due for participating SMC offenders completing their treatment at The Correctional Treatment Facility RAD Program after the termination date.

#### SECTION VII - Amendment

This Agreement may be amended from time to time in writing by the parties, provided that such amendment shall be attached hereto, signed by the parties, and become a part hereof.

#### SECTION VIII - Assignment

Neither party may assign or transfer rights and obligations under this Agreement without the consent of the other party.

#### SECTION IX - Non-Discrimination

Each party to this Agreement shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, ancestry, disability, sexual orientation or marital status.

SECTION X – Compliance with Laws

The Correctional Treatment Facility and Board shall comply with all federal and/or State of Ohio constitutions, laws, or regulations, rules and/or the Charter or laws of the City of Sylvania now or hereafter in force, which may be applicable to The Correctional Treatment Facility. Any covenant or provision of this Agreement shall be void and unenforceable to the extent that it violates federal or State of Ohio constitutions, laws, or regulations, rules and/or the Charter or laws of the City of Sylvania.

SECTION XI - Governing Law

This Agreement shall be governed by and interpreted under the laws of the State of Ohio, and any action or proceeding arising from this Agreement shall be commenced in a court of competent jurisdiction located in Lucas County, Ohio.

SECTION XII – Notices

Any notice or other communications required or permitted under this Agreement will be in writing and will be deemed sufficiently given when delivered in hand, email, or three (3) days after being mailed by first-class United States mail, postage prepaid, and in each instance addressed as follows:

In the case of City:  
Sylvania Municipal Court  
Attention: M. Scott Ramey  
6700 Monroe St.  
Sylvania, OH 43560  
Email: Clerk@sylvaniacourt.com

In the case of Department:  
The Correctional Treatment Facility  
Attention: Bud Hite, Executive Director  
1100 Jefferson Ave  
Toledo, Ohio 43604  
Email: bhite@co.lucas.oh.us

Department and/or City may from time to time change its designated recipient or address for notification purposes by giving written notice of the new designated recipient or address and the date upon which it will become effective.

SECTION XIII - Captions and Interpretation

The Article and Section captions are for reference and convenience only, and shall not enter into the interpretation of this Agreement.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed as of the date and year stated above.

**CITY OF SYLVANIA**

\_\_\_\_\_  
Craig A. Stough, Mayor (date)

**APPROVED AS TO CONTENT**

**SYLVANIA MUNICIPAL COURT**

\_\_\_\_\_  
M. Scott Ramey, Judge (date)

**APPROVED AS TO FORM**

\_\_\_\_\_  
City of Sylvania Law Department (date)

**LUCAS COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Tina Skeldon Wozniak, Commissioner (date)

\_\_\_\_\_  
Carol Contrada, Commissioner (date)

\_\_\_\_\_  
Pete Gerken, Commissioner (date)

**APPROVED AS TO CONTENT**

\_\_\_\_\_  
Bud Hite, Executive Director (date)

**APPROVED AS TO FORM**

\_\_\_\_\_  
Julia Bates, County Prosecuting Attorney

\_\_\_\_\_  
(date)

## The MIDAS/RAD Program

In order to offer more sentencing options to the Judges in the disposition of Misdemeanor offenders, The Correctional Treatment Facility (CTF) has entered into an agreement with The Lucas County Common Pleas Court, The Toledo Municipal Court and The Work Release Program and together we created the Misdemeanor Intervention for Drug and Alcohol Services (MIDAS) Program. MIDAS will provide treatment services to 20 Misdemeanor offenders sentenced through the Municipal Court. 10 residential and 10 outpatient. The offenders will be sentenced to the Work Release program for a minimum of 60 days and ordered to participate in the MIDAS Program. During the 60 day residential program, the MIDAS/CAD clients cannot leave the Work Release program except for medical issues. This creates a 24 hour lock up, and assist in minimizing their access to drugs, alcohol and other possible criminal activity. During this time, the clients are required to participate in a minimum of 4 hours of programming per day Monday – Thursday and on Friday can earn positive incentives for program participation and behavior.

The MIDAS Program offers a 60-day intensive residential and outpatient programming which include the following services:

1. Thinking for a Change
2. Chemical Dependency
3. Vocational/Employment education
4. Healthy Relationships component (female-only group)
5. Anger Management/Domestic Abuse component (male-only group) (SAFE group)
6. 1:1 Case management services
7. Bio-psychosocial assessment using the Addiction Severity Index (ASI) for purposes of diagnosis. Diagnosis is completed by an (LISW/LICDC)

The MIDAS Program has three Case Managers that will provide group and case management services. The Case Managers will coordinate services and communication between Probation Officers and Work Release Case Managers. The offenders will follow Work Release rules and regulations while residing at Work Release. These offenders will not be required to do any job searches until the final two weeks of programming. This will internet based search only to begin submitting resume's and setting up potential interview times post release from the program. At the present moment, referrals come through the respective Court Judges/ Probation Officer. If you wish to refer someone to the MIDAS Program here are the basic eligibility requirements. Eligible participants should have a valid ORAS completed within the past 12 months. It is best that the participants fall in the Moderate, High and Very High risk categories. If the client is "Low" but continues to violate or has drug or alcohol use issues, or the current or past offenses involve drug or alcohol use it is acceptable to override the ORAS score for eligibility purposes.

**ORDINANCE NO. 51 -2016**

**AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AN AGREEMENT, ON BEHALF OF THE CITY OF SYLVANIA, OHIO, WITH THE BOARD OF LUCAS COUNTY COMMISSIONERS, FOR THE PROVISION OF PUBLIC DEFENDER SERVICES TO THE SYLVANIA MUNICIPAL COURT FOR THE YEARS 2015 AND 2016; AND DECLARING AN EMERGENCY.**

WHEREAS, the Board of Lucas County Commissioners created a public defender commission to contract for public defender services for the legal representation of indigent persons; and,

WHEREAS, the City of Sylvania desires to be included within the plan for appointment of counsel in the Sylvania Municipal Court; and,

WHEREAS, Ordinance No. 82-2005, passed December 19, 2005, authorized the Mayor and Director of Finance to enter into an Agreement with the Board of Lucas County Commissioners for providing public defender services to the Sylvania Municipal Court for the year 2006 at a cost of Twenty-Eight Thousand Dollars (\$28,000.00); and,

WHEREAS, Ordinance No. 32-2008, passed April 7, 2008, authorized the Mayor and Director of Finance to enter into an Agreement with the Board of Lucas County Commissioners for the provision of public defender services to the Sylvania Municipal Court for the years 2007 and 2008 at a cost of Forty-Two Thousand Fifty Dollars (\$42,050.00) per year; and,

WHEREAS, Ordinance No. 101-2009, passed October 5, 2009, authorized the Mayor and Director of Finance to enter into an Agreement with the Board of Lucas County Commissioners for the provision of public defender services to the Sylvania Municipal Court for the year 2009 at a cost of Forty-Two Thousand Fifty Dollars (\$42,050.00); and,

WHEREAS, Ordinance No. 114-2009, passed November 2, 2009, authorized the Mayor and Director of Finance to enter into an Agreement with the Board of Lucas County

Commissioners for the provision of public defender services to the Sylvania Municipal Court for the year 2010 at a cost of Forty-Two Thousand Fifty Dollars (\$42,050.00); and,

WHEREAS, Ordinance No. 6-2011, passed February 7, 2011, authorized the Mayor and Director of Finance to enter into an Agreement with the Board of Lucas County Commissioners for the provision of public defender services to the Sylvania Municipal Court for the year 2011 at a cost of Forty-Six Thousand Six Hundred Sixty-Five Dollars (\$46,665.00); and,

WHEREAS, Ordinance No. 10-2012, passed January 18, 2012, authorized the Mayor and Director of Finance to enter into an Agreement with the Board of Lucas County Commissioners for the provision of public defender services to the Sylvania Municipal Court for the year 2012 at a cost of Forty-Six Thousand Six Hundred Sixty-Five Dollars (\$46,665.00); and,

WHEREAS, Ordinance No. 38-2013, passed April 15, 2013, authorized the Mayor and Director of Finance to enter into an Agreement with the Board of Lucas County Commissioners for the provision of public defender services to the Sylvania Municipal Court for the year 2013 at a cost of Forty-Six Thousand Six Hundred Sixty-Five Dollars (\$46,665.00); and,

WHEREAS, Ordinance No. 1-2014, passed January 6, 2014, authorized the Mayor and Director of Finance to enter into an Agreement with the Board of Lucas County Commissioners for the provision of public defender services to the Sylvania Municipal Court for the year 2014 at a cost of Forty-Six Thousand Six Hundred Sixty-Five Dollars (\$46,665.00); and,

WHEREAS, the Director of Law has received the proposed Agreement with the Board of Lucas County Commissioners for the provision of Public Defender services to the Sylvania Municipal Court for the years 2015 and 2016; and,

WHEREAS, the proposed Agreement provides that the City will pay \$32,700 for public defender services for 2015 and \$29,400 for public defender services for 2016.

NOW, THEREFORE BE IT ORDAINED by the Council of the City of Sylvania, Lucas

County, Ohio, \_\_\_\_\_ members elected thereto concurring:

SECTION 1. That the Mayor and Director of Finance be, and they hereby are authorized to enter into Agreements with the Board of Lucas County Commissioners, in the form and substance of "Exhibit A" this Council hereby agreeing to appropriate the necessary funds for payment required under said Agreement.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. That the Clerk of Council is hereby directed to post a copy of this Ordinance in the Office of the Clerk of Council in the Municipal Building pursuant to ARTICLE III, Section 12, of the Charter of this City.

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the Agreement should be authorized immediately so that defendants appearing in Sylvania Municipal Court can continue to receive Public Defender services. 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

## AGREEMENT

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the Lucas County Public Defender Commission and the City of Sylvania.

**WHEREAS**, the Board of Lucas County Commissioners (hereinafter referred to as "the County") has created a Public Defender Commission pursuant to Ohio Revised Code Section 120.13; and

**WHEREAS**, the Lucas County Public Defender Commission (hereinafter referred to as "LCPDC") pursuant to Sections 120.04 and 120.13 of the Ohio Revised Code, may contract for public defender services for the legal representation of indigent persons; and

**WHEREAS**, the City of Sylvania desires public defender services for every Monday 8:30 a.m. to 12:30 p.m. with one staff or contract attorney plus intern support, and Wednesday 8:30 a.m. to 4:30 p.m. with one staff attorney, one contract attorney, and intern support.

**NOW, THEREFORE, IT IS HEREBY AGREED:**

1. That this contract will be in effect from January 1, 2015 to December 31, 2015.
2. The City of Sylvania will pay "the County" Thirty-two thousand seven hundred and 00/100 Dollars (\$32,700.00) for 2015. The City of Sylvania shall deposit with Lucas County the contracted amount on or before December 31, 2016 to cover the necessary expenses and cost of counsel to represent indigent persons charged with a violation of municipal ordinances of the City of Sylvania, for which the penalty or possible adjudication includes the potential loss of liberty. This legal representation could include providing representation to indigent persons charged with traffic offenses arising out of a violation of the municipal ordinances of the City of Sylvania, other than minor misdemeanors, for which the penalty or any possible adjudication includes the potential loss of liberty. Representation commenced under this section shall continue through all trial court proceedings and probation violation hearings.
3. No provisions of this contract prohibit the public defenders from withdrawing from a case due to a conflict of interest recognized by a court due to a finding of the client's financial ineligibility for services, or due to the attorney's excessive workload as determined pursuant to rule 120-1-07 of the Administrative Code. No provisions of this contract prohibit the public defenders from withdrawing from a case due to other conflicts of interest that may arise. It is anticipated that a conflict of interest for an individual public defender does not necessarily mean that representation cannot continue through a different public defender. The reassignment of a case to a different public defender shall not be considered a new appointment for the purposes of identifying the number of cases referred. In the event

that a conflict of interest does exist which prevents representation by the public defenders then the Court shall assign a private attorney to represent the indigent client.

4. The Lucas County Public Defender Commission (LCPDC) agrees that it could require the public defender to furnish upon request, to the City, on a quarterly basis, a list of criminal charges filed. Said list shall include the names of the indigents for whom representation was provided, the violation or violations with which the indigent had been charged, and the Municipal Court case number of said charges.

5. The LCPDC, at the City's request agrees to review the public defender operations and budget with the City.

6. It is further agreed that the contract shall be reviewed each year after July 1 and after October 1 in light of any standards that may be imposed by the State Public Defender Commission and to determine whether the advances called for under the contract are sufficient or insufficient for the purpose intended.

7. The City of Sylvania and the Judge of the Sylvania Municipal Court agree to coordinate Public Defender days for the Sylvania Municipal Court with the Judges of the Maumee and Oregon Municipal Courts and the public defenders.

8. The Sylvania Municipal Court agrees to furnish the LCPDC its latest completed annual report with a breakdown of cases by jurisdiction, which may be used as a factor for future public defender contracts.

9. All reimbursement to the City of Sylvania from the Lucas County Commissioners shall be pursuant to the provisions under the Ohio Revised Code and the percentage established by the State Public Defender's Office.

10. Future contracts between LCPDC and the City of Sylvania may be by a contractual amount or a fee schedule, however, in either event the payment shall not exceed the fee schedule in effect and adopted by the Lucas County Commissioners.

11. This Agreement shall provide for conformity with the standards of indigency and other rules and standards established by the Ohio Public Defender Commission and the State Public Defender.

12. Pursuant to OAC 120-1-72 (7), this contract provides that the public defender office shall compensate its staff employees, subcontractors and retained forensic experts at rates commensurate with their training, experience and responsibilities, and compensation paid to persons doing similar work in public agencies in the jurisdiction.

**CITY OF SYLVANIA, OHIO**

**LUCAS COUNTY PUBLIC DEFENDER**

**COMMISSION**

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Jeffrey J. Madrzykowski, Chairman  
On behalf of the entire Lucas County  
County Public Defender Commission

By: \_\_\_\_\_  
Director of Finance

By: \_\_\_\_\_  
Director of Law

**APPROVED BY THE BOARD OF  
COUNTY COMMISSIONERS,  
LUCAS COUNTY, OHIO**  
Resolution Number \_\_\_\_\_

Adopted \_\_\_\_\_

**APPROVED AS TO FORM BY  
STATE OF OHIO PUBLIC DEFENDER  
COMMISSION**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM**  
Julia R. Bates, Prosecuting Attorney

By: \_\_\_\_\_  
Assistant Prosecuting Attorney

Date: \_\_\_\_\_

## AGREEMENT

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**WHEREAS**, the Lucas County Public Defender Commission (hereinafter referred to as "LCPDC") pursuant to Sections 120.04 and 120.13 of the Ohio Revised Code, may contract for public defender services for the legal representation of indigent persons; and

**WHEREAS**, the City of Sylvania desires public defender services for every Monday 8:30 a.m. to 12:30 p.m. with one staff or contract attorney plus intern support, and Wednesday 8:30 a.m. to 4:30 p.m. with one staff attorney, one contract attorney, and intern support.

### **NOW, THEREFORE, IT IS HEREBY AGREED:**

1. That this contract will be in effect from January 1, 2016 to December 31, 2016.
2. The City of Sylvania will pay "the County" Twenty-Nine thousand Four hundred and 00/100 Dollars (\$29,400.00) for 2016. The City of Sylvania shall deposit with Lucas County twenty-five percent (25%) of the annual contracted amount on January 1, 2017; April 1, 2017; July 1, 2017; and October 1, 2017 to cover the necessary expenses and cost of counsel to represent indigent persons charged with a violation of municipal ordinances of the City of Sylvania, for which the penalty or possible adjudication includes the potential loss of liberty. This legal representation could include providing representation to indigent persons charged with traffic offenses arising out of a violation of the municipal ordinances of the City of Sylvania, other than minor misdemeanors, for which the penalty or any possible adjudication includes the potential loss of liberty. Representation commenced under this section shall continue through all trial court proceedings and probation violation hearings.
3. No provisions of this contract prohibit the public defenders from withdrawing from a case due to a conflict of interest recognized by a court due to a finding of the client's financial ineligibility for services, or due to the attorney's excessive workload as determined pursuant to rule 120-1-07 of the Administrative Code. No provisions of this contract prohibit the public defenders from withdrawing from a case due to other conflicts of interest that may arise. It is anticipated that a conflict of interest for an individual public defender does not necessarily mean that representation cannot continue through a different public defender. The reassignment of a case to a different public defender shall not be

considered a new appointment for the purposes of identifying the number of cases referred. In the event that a conflict of interest does exist which prevents representation by the public defenders then the Court shall assign a private attorney to represent the indigent client.

4. The Lucas County Public Defender Commission (LCPDC) agrees that it could require the public defender to furnish upon request, to the City, on a quarterly basis, a list of criminal charges filed. Said list shall include the names of the indigents for whom representation was provided, the violation or violations with which the indigent had been charged, and the Municipal Court case number of said charges.

5. The LCPDC, at the City's request agrees to review the public defender operations and budget with the City.

6. It is further agreed that the contract shall be reviewed each year after July 1 and after October 1 in light of any standards that may be imposed by the State Public Defender Commission and to determine whether the advances called for under the contract are sufficient or insufficient for the purpose intended.

7. The City of Sylvania and the Judge of the Sylvania Municipal Court agree to coordinate Public Defender days for the Sylvania Municipal Court with the Judges of the Maumee and Oregon Municipal Courts and the public defenders.

8. The Sylvania Municipal Court agrees to furnish the LCPDC its latest completed annual report with a breakdown of cases by jurisdiction, which may be used as a factor for future public defender contracts.

9. All reimbursement to the City of Sylvania from the Lucas County Commissioners shall be pursuant to the provisions under the Ohio Revised Code and the percentage established by the State Public Defender's Office.

10. Future contracts between LCPDC and the City of Sylvania may be by a contractual amount or a fee schedule, however, in either event the payment shall not exceed the fee schedule in effect and adopted by the Lucas County Commissioners.

11. This Agreement shall provide for conformity with the standards of indigency and other rules and standards established by the Ohio Public Defender Commission and the State Public Defender.

12. Pursuant to OAC 120-1-72 (7), this contract provides that the public defender office shall compensate its staff employees, subcontractors and retained forensic experts at rates commensurate with

their training, experience and responsibilities, and compensation paid to persons doing similar work in public agencies in the jurisdiction.

**CITY OF SYLVANIA, OHIO**

**LUCAS COUNTY PUBLIC DEFENDER  
COMMISSION**

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Jeffrey J. Madrzykowski, Chairman  
On behalf of the entire Lucas County  
County Public Defender Commission

By: \_\_\_\_\_  
Director of Finance

By: \_\_\_\_\_  
Director of Law

**APPROVED BY THE BOARD OF  
COUNTY COMMISSIONERS,  
LUCAS COUNTY, OHIO**  
Resolution Number \_\_\_\_\_

Adopted \_\_\_\_\_

**APPROVED AS TO FORM BY  
STATE OF OHIO PUBLIC DEFENDER  
COMMISSION**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM**  
Julia R. Bates, Prosecuting Attorney

By: \_\_\_\_\_  
Assistant Prosecuting Attorney

Date: \_\_\_\_\_

August 12, 2016

**MEMO**

To: Mayor Stough & City Council  
Fm: Bill Sanford  
Re: Community Calendar

I want to give you an update on where things stand with our Community Calendar for 2017:

- Flower Hospital will be a \$5,000 sponsor and Republic Services will be a \$1,500 sponsor. I will be contacting two others for possible sponsorship.
- At Monday's meeting I will have a concept of what the calendar will look like and what will be included.
- The 32 page will work best to include the information we want to include in the calendar.
- The maximum cost of the calendar will be approximately \$11,500 if we print 8,000 copies. There is \$6,500 in the budget for the Country Journals and we have \$6,500 committed to date with sponsors.

**8.5 x 11 - 28 Page Community Calendar Estimates:**

	<u>6,500</u>	<u>7,000</u>	<u>8,000</u>
Printing:	\$4,727.00	\$5,003.00	\$ 5,468.00
Mailing Services:	\$ 479.00	\$ 500.00	\$ 550.00
Layout:	\$ 600.00	\$ 600.00	\$ 600.00
3/16" Hole:	\$ 145.00	\$ 145.00	\$ 145.00
Photography/Design:	\$2,000.00	\$2,000.00	\$ 2,000.00
Postage:	<u>\$1,200.00</u>	<u>\$1,500.00</u>	<u>\$ 1,700.00</u>
Total:	\$9,151.00	\$9,748.00	\$10,463.00

**8.5 x 11 - 32 Page Community Calendar Estimates:**

	<u>6,000</u>	<u>7,000</u>	<u>8,000</u>
Printing:	\$4,889.00	\$ 5,434.00	\$ 5,956.00
Mailing Services:	\$ 455.00	\$ 500.00	\$ 550.00
Layout:	\$ 600.00	\$ 600.00	\$ 600.00
3/16" Hole:	\$ 145.00	\$ 145.00	\$ 145.00
Photography/Design:	\$2,000.00	\$ 2,000.00	\$ 2,000.00
Postage:	<u>\$1,000.00</u>	<u>\$ 1,700.00</u>	<u>\$ 1,900.00</u>
Total:	\$9,089.00	\$10,379.00	\$11,151.00

## CALENDAR INFORMATION

Mayor's Office: 419-885-8925  
Clerk of Council: 419-885-8930  
Utilities/Refuse/Recycling: 419-885-8950  
Income Tax: 419-885-8940  
Zoning Department: 419-885-8948  
Police Non-Emergency: 419-885-8902  
Fire Non-Emergency: 419-882-7676

Refuse/Recycling Schedule

Mayor's Message

### City Officials:

Craig Stough, Mayor  
Laura Bigelow, Admin. Assistant  
Bill Sanford, Economic Development Director  
Leslie Brinning, Law Director  
Nita Messerschmidt, Clerk of Courts  
Sharon Bucher, Clerk of Council

### City Council Members:

Mary Westphal, President  
Doug Haynam  
Sandy Husman  
Katie Cappellini  
Mark Frye  
Jason Mishka  
Mark Luetke

Toby Schroyer, Finance Director  
Michelle Smola, Personnel Department  
Christy Golis, Tac Commissioner  
Charles Silvernail, IT Manager  
Kevin Aller, Service/Safety Director  
Dave France, Utilities Manager  
William Rhodus, Chief of Police  
Jeff Kowalski, Fire Chief  
Joe Shaw, Deputy Dir. Engineering Division  
Chad Johnson, GIS Coordinator  
Tim Burns, Zoning Administrator  
Pat O'Brien, Parks & Forestry Superintendent  
Jim Campbell, Streets Division Foreman  
Ben Black, Water Foreman  
Jeff Stasa, Sewer Foreman

Board of Architectural Review

Craig Stough, Mayor  
Thomas Lindsley  
Ken Marciniak  
Brian McCann  
Daniel Arnold  
Debbie Webb, Admin. Secretary

Civil Service Commission

Bradford James  
John Husman  
Anthony Spinazze  
Laura Bigelow, Admin. Secretary

Municipal Planning Commission

Craig Stough, Mayor  
Thomas Lindsley  
Ken Marciniak  
Brian McCann  
Daniel Arnold

Board of Zoning Appeals

Mark Clark  
Norman Ladd  
Carol Lindhuber  
Richard Sands  
Gary Sommer  
Debbie Webb, Admin. Secretary

Administration Building – 6730 Monroe St. – 8:00am-4:30pm

Tax Office  
Utilities Office (drop-box outside for water bills)  
Zoning Office  
Refuse/Recycling

Streets Dept. – 7:30am-4:00pm  
Parks & Forestry – 7:30am-4:00pm

Police Division – 6635 Maplewood Ave.

Detective Bureau – 8:00am-5:00pm  
Community Affairs – 7:00am-3:00pm

Municipal Court – 6700 Monroe St. – 8:00am-4:15pm (1<sup>st</sup> & 3<sup>rd</sup> Tuesdays Monthly 8am-7pm)

# The Country Journal

City Hall, 6730 Monroe Street, Sylvania, Ohio 43560



City of Sylvania

www.cityofsylvania.com

## WASTE DISPOSAL AND RECYCLING SCHEDULE

*Keep It Handy For Future Reference (on your refrigerator or in your garage)*

### 2016 HOLIDAY SCHEDULE for City of Sylvania

**NEW YEAR'S DAY:**

Friday, January 1 - One Day Late - Fri

**MARTIN LUTHER KING, JR. DAY:**

Monday, January 18 - Regular Schedule

**PRESIDENT'S DAY:**

Monday, February 15 - Regular Schedule

**MEMORIAL DAY:**

Monday, May 30 - One Day Late - All Week

**INDEPENDENCE DAY:**

Monday, July 4 - One Day Late - All Week

**LABOR DAY:**

Monday, September 5 - One Day Late - All Week

**COLUMBUS DAY:**

Monday, October 10 - Regular Schedule

**VETERAN'S DAY:**

Friday, November 11 - Regular Schedule

**THANKSGIVING**

Thursday, November 24 - One Day Late - Th/Fri

**CHRISTMAS DAY:**

Sunday, December 25 - Regular Schedule

**SHRED DAY:** Saturday, April 23, 2016 ~ 9am to 1:00pm

### UNLIMITED HOUSEHOLD REFUSE COLLECTIONS FOR 2016

**SPRING COLLECTION:**

Week of May 2 to 6, 2016

**FALL COLLECTION:**

Week of October 3 to 7, 2016

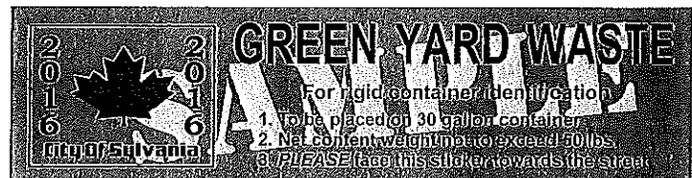
### FOR INFORMATION CALL:

**Parks & Forestry Division** for Yard Waste  
(419) 885-8992

**Utility Division** for Trash and Recycling  
(419) 885-8950

### 2016 Yard Waste Stickers

Frequent users of Green Waste Collection may purchase an annual sticker for your garbage can for \$30.00. The sticker is good for the entire year on one container, instead of buying "Official Green Waste Bags".



2016 STICKERS are available at the Utility office in the City Administration Bldg. at 6730 Monroe Street, or the Parks & Forestry office at 8425 Sylvania Metamora Road.

**FOR MORE INFORMATION:  
CALL 419-885-8992**



Printed on recycled paper.



# 2016 GREEN YARD WASTE CURBSIDE PICK-UP

GREEN YARD WASTE IS PICKED UP ON YOUR TRASH DAY EVERY OTHER WEEK

Only OFFICIAL GREEN YARD WASTE BAGS or pre-paid stickers on containers will be picked up

## SCHEDULE "A"

JANUARY						
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REGULAR PICK-UP    
  SPECIAL PICK-UP  
 WINTER PICK-UP

## SCHEDULE "A"

### MONDAY

Anvil Ct.	Fairmeadow Dr.	Meghan Dr.
Apple Meadow Dr.	Fox Hollow Ct.	Millford Dr.
Birch Hollow Ct.	Frances Ct.	Mitchell Dr.
Bittersweet Rd.	Glenhill Dr.	Old Farm Ln.
Brookfield Ln.	Grainfield Dr.	Palisades Dr.
Brown Ln.	Harrow Ct.	Quarry Side Dr.
Centennial Rd.	Hawthorne Dr.	Shady Oak Ln.
Claude Ct.	Hedingham Rd. (7900-7912)	Summer Place Dr.
Deepwood Ct./Dr.	Heldaway Ln.	Timothy Ln.
Deercross Ct.	Indian Creek Ln.	Wenonah Ct.
Doyle Dr.	Iywood Ln.	Westcroft Dr.
Dunhill Dr. (7902)	Kevin Ln.	Wild Ivy Ct.
Eagle Creek Ct.	Little Rd.	Windmill Ct.
Eagle Trace Dr.	Littlefield Ct.	
Erie St. (7446-8299)	Martha Ct.	

### TUESDAY

Alexa Ln.	Gregory Dr.	Rockdale Ln.
Avon Ln.	Grenlock Dr.	Saltwood Ct.
Burrwood Dr.	Guild Ct.	Shaftesbury Dr.
Dunhill Dr.	Gwen Ct.	Stonewood Ct.
Eaglewood Dr.	Hedingham Dr. (7810-7857)	Tantallon Cir.
Erie St. (7240-7426)	Highland Ridge Ct.	Therfield Dr.
Gail Dr.	Indian Springs Ct.	Towbridge Ct.
Gillingham Ct./Dr.	Jeffrey Ln.	Wakefield Dr.
Glynn Ct.	Marshwood Dr.	Winding Way Dr.
Granville Dr.	Oak Hollow Ct.	
Graystone Dr.	Peppermill Dr.	

### WEDNESDAY

Arces Rd.	Dornell Dr.	Pebble Stone Rd.
Alexis Rd.	Durbin Rd.	Randall St.
Balfour Rd.	Elliot Rd.	Roan Rd. (5600-5799)
Brooke Ln.	Glasgow Rd.	Sandy Creek Rd.
Cameron Rd.	Glenmore Rd.	Sugar Hill Ct.
Centerview Dr.	Graham Rd.	Sunrise Cir.
Clearview Dr.	Hollybrook Ln.	Westview Dr.
Cushman Rd.	Marshall Rd.	Wythe Rd.
Dellbrook Dr.	Northview Dr.	

### THURSDAY

Apple Creek Rd.	Franciscan Blvd.	Parkwood Blvd.
Bent Oak Rd.	Hickory Ridge Rd.	Phillips St.
Chestnut Dr.	Kinsman Dr.	Pine Birr Ln.
Clare Ct.	Main St. (5200-5799)	Roosevelt Ct.
Convent Blvd.	Maple Dr.	Silica Dr.
Crabtree Ln.	Maplewood Ave.	Summit St. (5600-5799)
Eleanor Ct.	Monroe St. (6500-7199)	Woodrow Dr. (5742-5750)
Fairview Dr.	Olde Post Rd.	

### FRIDAY

Addington Ln.	Fredericksburg Dr.	Todd Dr.
Appomattox Dr.	Gaines Mill Dr.	Vicksburg Dr. (4526-4706)
Brinthaven Dr. (4700-4999)	Gettysburg Dr.	Westcliffe Ct.
Brintwood Rd.	Petersburg Dr.	Williamsburg Dr.
Chambersburg Dr.	Sandlewood Ct.	Woodland Ln.
Corregidor Dr.	Shenandoah Cir.	
Denbridge Dr.	Sylvan Ct.	

\* "Special" Green yard waste pickups are colored in green.  
 \* These pickups do not require official kraft bags. You may use cardboard containers, garbage cans with the lids off, and other containers, but **NO PLASTIC BAGS!**  
 (WINTER PICK-UP) Beginning in December Green Yard Waste pickup will be the second full week of each month, by appointment only. Use City of Sylvania "Official Kraft" bags or pre-paid can sticker. Call (419) 885-3992 for service.

\* Green yard waste is picked up in City of Sylvania in "OFFICIAL GREEN WASTE" kraft paper bags only. **NO PLASTIC BAGS WILL BE PICKED UP!**  
 \* Official green yard waste bags are sold and available at major supermarkets in the Sylvania area, as well as the City Administration Building located at 6730 Monroe Street.

# 2016 GREEN YARD WASTE CURBSIDE PICK-UP

GREEN YARD WASTE IS PICKED UP ON YOUR TRASH DAY EVERY OTHER WEEK

Only *OFFICIAL GREEN YARD WASTE BAGS* or pre-paid stickers on containers will be picked up

## SCHEDULE "B"

JANUARY						
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REGULAR PICK-UP     SPECIAL PICK-UP  
 WINTER PICK-UP

## SCHEDULE "B"

### MONDAY

Bonniebrook Rd.	Green Pine Ct.	River Ridge Cir.
Brandy Ln.	Green Spruce Dr.	Rymoor Ct./Dr.
Brint Rd. (7527-7535)	King Rd. (4735-4755)	Shadywood Ct/Ln.
Brixton Dr.	Kings Run Rd.	Spucewood Ct.
Campden Dr.	Little Farms Ct.	Summer Dr.
Caracole Ct.	Marble Cliff Blvd.	Sun Valley Blvd.
Club Rd.	Olde Mill Ct.	Turnberry Ln.
Cobblestone Dr.	Olde Ridge Rd.	Wadsworth Dr.
Country Commons	Pines Dr.	Westbourne Ct.
Dressage Ln.	Pope Run Ln.	White Pine Ct.
Fairhaven Rd.	Radcliffe Rd.	Winding Creek Pl.
Foxpointe Dr.	Red Pines Dr.	Woodforest Pkwy.
Gillcrest Rd.	River Oaks Ct.	Wyndham Ct.

### TUESDAY

Altara Dr.	Franklin St.	Orvieto Dr.
Angleview Ct./Dr.	Garden Park Dr.	Park St.
Brainard Dr.	Glenbeigh Dr.	Rosewood Dr.
Central Park Ave.	Handy St.	San Benito Dr.
Colonial Ct.	Highland View Dr.	San Reno Dr.
Country Pl.	Long St.	Summit St. (5800-6099)
Elden Dr.	Main St. (5800-6099)	Trailay Dr.
Erie St. (6500-7142)	Orchard Dr.	Woodrow Dr. (5800-5851)

### WEDNESDAY

Alger Dr.	Fairway Ln.	Oakland Ct.
Allison Ln.	Forestgate Ct.	Pyle Dr.
Altsheler Dr.	Frejon Ln.	Ravine Dr.
Arbor Way	Grey Dr.	Roan Rd. (5400-5599)
Arrowhead Dr.	Harroun Rd.	Rudyard Dr.
Barkwood Ln.	Holland Sylvania Rd.	Schultz Dr.
Bentbrook Rd.	Indian Trail Dr.	Silvertown Dr.
Brenden Way	Lynnhaven Dr.	Skelly Rd.
Brookhill Ct.	McGregor Ln.	
Burgess Dr.	Northbrook Ct.	

### THURSDAY

Abbey Run Rd.	Framingham Dr.	Newcastle Dr.
Allen St.	Franklin Dr.	Railroad St.
Bent Creek Crossing	High St.	Rodeo Dr.
Brint Rd. (6400-7064)	Kingsbridge Dr.	Spring St.
Brinthaven Rd. (5000-5199)	Lincoln Pkwy.	Stonehenge Dr.
Brookline Dr.	Longfellow Rd.	Sylvania Ave. (6846)
Callaway Green	Madison Cove Ct.	Victoria Ct.
Charlesgate Rd.	Main Street Cir.	Wedgewood Dr.
Coppersmith Rd.	Main St. (5000-5199)	Wickford Dr.
Cornwall Ct.	Margate Blvd.	Woodhall Dr.
Eaglehurst Rd (4003-4025)	McCord Rd.	Worth Ave.
Fifth Ave.	Mill St.	

### FRIDAY

Bog Hollow Rd.	Hawkins Ct.	Sylvan Oaks Way
Boynton Dr.	Hickory Grove	Sylvania Ave.
Brint Rd. (7200-7243)	King Rd. (3740)	Tamworth Rd.
Burnside Dr.	Pickett Dr.	Vicksburg Dr. (4237-4449)
Butternut Ct.	Pine Cone Ln.	Weldwood Ln.
Candlewood Ln.	Ridgeland Rd.	Whiteford Rd. (City Only)
Cranberry Ln.	Sheringham Ln.	Winsford Ln.
Fleetwood Ln.	Stratford Ct.	
Hampstead Dr.	Sylvan Lake Blvd.	

• "Special" Green yard waste pickups are colored in green.  
 • These pickups do not require official kraft bags. You may use cardboard containers, garbage cans with the lids off, and other containers, but **NO PLASTIC BAGS!**  
**(WINTER PICK-UP):** Beginning in December, Green Yard Waste pickup will be the second full week of each month, by appointment only! Use City of Sylvania Official Kraft bags or pre-paid can sticker! Call (419) 885-8992 for service.

• Green yard waste is picked up in City of Sylvania in "OFFICIAL GREEN WASTE" kraft paper bags only.  
**NO PLASTIC BAGS WILL BE PICKED UP!**  
 • Official green yard waste bags are sold and available at major supermarkets in the Sylvania area, as well as the City Administration Building located at 6730 Monroe Street.

17

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

89854510005 PERMIT NUMBER		STCK TYPE	TONY PACKOS TOLEDO LLC DBA TONY PACKOS CAFE 5827 MONROE ST SYLVANIA OHIO 43560	
ISSUE DATE				
06 01 2016				
FILING DATE				
D5 D6				
PERMIT CLASSES				
48	077	A	F16714	
TAX DISTRICT		RECEIPT NO.		

FROM 07/29/2016

PERMIT NUMBER		TYPE		
ISSUE DATE				
FILING DATE				
PERMIT CLASSES				
TAX DISTRICT		RECEIPT NO.		



MAILED 07/29/2016

RESPONSES MUST BE POSTMARKED NO LATER THAN. 08/29/2016

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 STCK 8985451-0005**

(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

Office Hours  
8:00 a.m. - 5:00 p.m.  
For Questions call  
(614) 644-3156

Ohio Department of Commerce - Division of Liquor Control  
6606 Tussing Road, Reynoldsburg, Ohio 43068-9005  
<http://www.com.ohio.gov/llc>



**APPLICATION FOR CHANGE OF LLC MEMBERSHIP INTERESTS**  
PROCESSING FEE \$100.00

CAUTION: ALLOW 10 TO 12 WEEKS FOR PROCESSING

PERMIT HOLDER REQUESTS APPROVAL OF THE DIVISION OF LIQUOR CONTROL OF THE FOLLOWING:

Permit Holder Name: <b>Tony Packo's Toledo, LLC</b>		Permit Premises Address: <b>5827 Monroe Sylvania, OH 43560</b>
Liquor Permit Number(s): <b>8985451-0005</b>	Federal Tax ID Number: <b>45-3570390</b>	<b>F-016714</b>

Email Address: [Grid of empty boxes]

Attorney's Name, Address and Telephone Number (if represented):  
**Richard A. Cohen 626 Madison #711 Toledo, OH 43604**

Please be advised that any social security numbers provided to the Division of Liquor Control in this application may be released to the Ohio Department of Public Safety, the Ohio Department of Taxation, the Ohio Attorney General, or to any other state or local law enforcement agency if the agency requests the social security number to conduct an investigation, implement an enforcement action, or collect taxes.

**PLEASE COMPLETE ALL AREAS OF SECTION A & B BELOW**

Section A - PREVIOUS List of managing members and all persons with a 5% or greater membership or voting interest in the LLC

NAME	SOCIAL SECURITY # OR FEDERAL TAX ID #	OFFICE HELD	INTEREST	BIRTHDATE
1) Robert G. Bennett Estate Emily E. Bennett, Executrix	_____	President	<input type="checkbox"/> Managing Member <input type="checkbox"/> Voting Interest _____ % <input checked="" type="checkbox"/> Membership Interest <u>100</u> %	
2) <i>OK TO Key CL- 7-27-16</i>			<input type="checkbox"/> Managing Member <input type="checkbox"/> Voting Interest _____ % <input type="checkbox"/> Membership Interest _____ %	
3) <i>no rol, Rev pend others ised Please send corp rpt</i>			<input type="checkbox"/> Managing Member <input type="checkbox"/> Voting Interest _____ % <input type="checkbox"/> Membership Interest _____ %	
4)			<input type="checkbox"/> Managing Member <input type="checkbox"/> Voting Interest _____ % <input type="checkbox"/> Membership Interest _____ %	

Section B - REVISED List of managing members and all persons with a 5% or greater membership or voting interest in the LLC

NAME	SOCIAL SECURITY # OR FEDERAL TAX ID #	OFFICE HELD	INTEREST	BIRTHDATE
Emily Eggleston Bennett, Trustee of the GST non-exempt marital deduction Trust of Robert G. Bennett, dated 11/10/94	_____		<input type="checkbox"/> Managing Member <input type="checkbox"/> Voting Interest _____ % <input checked="" type="checkbox"/> Membership Interest <u>100</u> %	
1)			<input type="checkbox"/> Managing Member <input type="checkbox"/> Voting Interest _____ % <input type="checkbox"/> Membership Interest _____ %	
2)			<input type="checkbox"/> Managing Member <input type="checkbox"/> Voting Interest _____ % <input type="checkbox"/> Membership Interest _____ %	

DL 04259

FOR ADA SERVICE PROVIDER  
LICENSING SCAN RM 1-8  
OR 1-800-750-0750

Revised 6/2013

Received Time Jul. 7. 2016 10:29AM No. 2083

ORDINANCE NO. 38 -2016

**DETERMINING THE LOWEST AND BEST BID FOR COLLECTION AND DISPOSAL OF RESIDENTIAL CURBSIDE REFUSE AND RECYCLING IN THE CITY OF SYLVANIA, OHIO; ACCEPTING THE BID OF ALLIED WASTE SERVICES OF NORTH AMERICA, LLC, d/b/a ALLIED WASTE SERVICES OF TOLEDO; REJECTING ALL OTHER BIDS; AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO A CONTRACT PURSUANT TO THE LOWEST AND BEST BID, THE ADVERTISEMENT THEREFORE, NOTICE TO BIDDERS, REQUEST FOR BIDS INCLUDING SPECIFICATIONS FOR THE REFUSE AND RECYCLING COLLECTION AND DISPOSAL CONTRACT, AND CHAPTERS 941 AND 943 OF THE CODIFIED ORDINANCES OF SYLVANIA, 1979, AS AMENDED; AND DECLARING AN EMERGENCY.**

WHEREAS, Ordinance No. 53-2006, passed June 5, 2006, determined that the lowest and best bid for collection and disposal of residential refuse was that of Allied Waste Services and awarded the contract for the same to them; and,

WHEREAS, Ordinance No. 54-2006, passed June 5, 2006, accepted the bid of Allied Waste Services and authorized the Mayor and Director of Finance to enter into a contract pursuant to the lowest and best bid for the curbside recycling collection and disposal contract, and Chapter 943 of the Codified Ordinances of Sylvania, 1979, as amended; and,

WHEREAS, Ordinance No. 33-2009, passed May 4, 2009, accepted the proposal of Allied Waste Services to provide residential curbside refuse collection for a one-year term; and,

WHEREAS, Ordinance No. 38-2009, passed May 4, 2009, accepted the proposal of Allied Waste Services to provide residential curbside recycling collection for a one-year term; and,

WHEREAS, Ordinance No. 69-2010, passed July 19, 2010, accepted the bid of Allied Waste Services to provide residential curbside refuse collection for a three-year term; and,

WHEREAS, Ordinance No. 70-2010, passed July 19, 2010, accepted the bid of Allied Waste Services to provide residential curbside recycling collection for a three-year term; and,

WHEREAS, Ordinance No. 67-2012, passed December 3, 2012, accepted the proposal of Allied Waste Services to provide residential curbside recycling collection for a three-year term; and,

WHEREAS, Ordinance No. 68-2010, passed December 3, 2012, accepted the proposal of Allied Waste Services to provide residential refuse collection for a three-year term; and,

WHEREAS, at the May 2, 2016 meeting of Sylvania City Council, the Clerk was authorized to advertise for bids for the collection and disposal of residential refuse and recycling; and,

WHEREAS, after advertising therefore, one (1) bid was received on July 7, 2016 for the residential curbside refuse and recycling collection and disposal for the City of Sylvania as follows:

<u>BIDDER</u>	<u>BID PRICE</u>
Allied Waste Services	\$10.34/unit/month

WHEREAS, the Director of Public Service, in a report dated July 13, 2016, has recommended approval of a five-year contract for residential refuse and recycling collection with an initial fee of \$10.34/unit/month with annual increases based on the Trash Collection and Recycling Index; and,

WHEREAS, at the July 18, 2016 meeting of Sylvania City Council, this matter was referred to the Utilities Committee for its review and recommendation; and,

WHEREAS, the Utilities Committee met on August 5, 2016 and thereafter recommended approval of the five-year contract for residential refuse and recycling collection with Allied Waste Services.

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 Allied Waste, 6749 Dixie Hwy., Erie, MI 48133, for a five year contract, commencing September 1, 2016 through August 31, 2021, for the collection and disposal of City of Sylvania, Ohio residential refuse and recycling, for a unit cost per residential unit collection fee on a limited collection basis, with a three (3) container limit, of Ten and 34/100 Dollars (\$10.34) per unit, per month, and with a collection fee, unit cost per container in excess of the specified three (3) container limit of One and 50/100 Dollar (\$1.50) per container, all as set forth in the bid of said bidder hereby accepted, is hereby determined to be the lowest and best bid, and the same is hereby accepted, and the Mayor and Director of Finance are hereby authorized to enter into a contract with the bidder whose bid is hereby accepted for the combined collection and disposal, pursuant to said bid, the notice to bidders, the collection and disposal contract specifications, the provisions of Chapters 941 and 943 of the Codified Ordinances of Sylvania, 1979, as amended, and containing such the provisions as the Mayor, Director of Finance and Director of Law shall require.

SECTION 2. That the monthly payment under such residential refuse and recycling collection and disposal contract authorized by this Ordinance shall be charged to **Account No. 110-7515-51265 - Refuse Collection and Disposal and Account No. 705-7312-51265 – Recycling.**

SECTION 3. That all bids not accepted by Section 1. hereof are hereby rejected.

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 continuous collection and disposal of refuse and recycling should be assured by authorizing a contract therefore immediate and consequently this Ordinance should be effective forthwith. 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. 40 -2016**

**AMENDING THE SYLVANIA CODIFIED ORDINANCES, 1979, AS AMENDED, BY ADDING CHAPTER 765 – DEALERS IN SECOND-HAND ARTICLES; AND DECLARING AN EMERGENCY.**

WHEREAS, the Chief of Police and Director of Law have recommended that Chapter 765 – Dealers in Second-Hand Articles be added to the Sylvania Municipal Code.

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

SECTION 1. That Chapter 765 – Dealers in Second-Hand Articles, of the Codified Ordinances of Sylvania, 1979, be, and the same hereby is, amended to read as set forth on “Exhibit A.”

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. That the Clerk of Council is hereby directed to post a copy of this Ordinance in the Office of the Clerk of Council in the Municipal Building pursuant to ARTICLE III, Section 12, of the Charter of this City.

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that this ordinance must be immediately effective to make necessary changes to the Codified Ordinances. 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

**CHAPTER 765**  
**Dealers in Second-Hand Articles**

<b>765.01</b>	<b>Definitions.</b>	<b>765.08</b>	<b>Record of sale.</b>
<b>765.02</b>	<b>License required; exception.</b>	<b>765.09</b>	<b>Prohibitions.</b>
<b>765.03</b>	<b>Application for license.</b>	<b>765.10</b>	<b>Report to Police Division.</b>
<b>765.04</b>	<b>Display of license.</b>	<b>765.12</b>	<b>Hours of Business.</b>
<b>765.05</b>	<b>License fee; expiration date; renewal.</b>	<b>765.13</b>	<b>Additional rules.</b>
<b>765.06</b>	<b>Transfer of license.</b>	<b>765.14</b>	<b>Denial or revocation of license;</b>
<b>765.07</b>	<b>Record to be kept.</b>		<b>Notice of liability; appeals.</b>
		<b>765.99</b>	<b>Penalty.</b>

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**765.01 DEFINITIONS.**

(a) "Second-hand dealer" means any person, society, firm, club, partnership, organization or corporation that sells or purchases for the purpose of resale, second-hand articles. "Second-hand dealer" includes the sale of goods on consignment and the sale of second-hand goods in combination with the sale of new merchandise. For purposes of this chapter:

(1) Anyone who conducts more than seven sale days of second-hand goods during a calendar year from any location within the City of Sylvania shall be considered a dealer in second-hand goods within the meaning of this chapter.

(2) A "second-hand dealer" includes any person issued a license pursuant to Ohio Revised Code § 4727.02 (Pawnbroker), § 4737.07 (Second-hand Goods Dealer, Junk Yard) who sells, purchases, or accepts on consignment second-hand goods.

(b) "Second-hand article" means any merchandise or item of whatever nature, including antiques, that is not new and/or has been used or worn by a previous owner. A second-hand article includes, but is not limited to, any article composed wholly, or in part, of gold, silver, platinum or other precious metal; old gold, silver or platinum for the purpose of melting, refining or selling; used or worn merchandise or item of whatever nature taken as trade-in on a new article, item or merchandise and sold by any person, society, firm, club, partnership or corporation; or any merchandise or item evidenced by a pawnbroker's ticket or other evidence of pledged article from a person, society, firm, club, partnership, organization or corporation other than a pawnbroker who deals in the redemption of sale of furs, or clothing. "Second-hand article" also includes "fixtures" attached to residential or commercial property and "special purchase articles" as defined in Ohio Revised Code § 4737.04(A)(2).

(c) "Location" means the place where any sale or purchase of a second-hand article is transacted.

(d) "Picture identification" means one or more of the following that includes a photograph of the bearer:

(1) Valid driver's license issued by a state government;

(2) A state identity card;

(3) Passport issued by a legitimate government; or

(4) An alien registration identification card issued by the United States

Immigration and Naturalization Service.

(e) "Purchase" means buy for valuable consideration, take in trade, or accept on consignment.  
(Ord. \_\_\_\_\_-2016. Passed \_\_\_\_\_-2016.)

#### **765.02 LICENSE REQUIRED; EXCEPTION.**

No person, society, firm, club, partnership, organization or corporation, or an employee, agent or representative of same, shall engage in the business of second-hand dealer without applying for and obtaining a license therefore from the Chief of Police in the manner and form hereinafter provided. A separate license shall be required for each location at which sales or purchases of second-hand articles are transacted. For purposes of this section and subject to zoning requirements, a license is required for any garage, yard, or estate sale which exceeds seven cumulative calendar days within a ninety day period.  
(Ord. \_\_\_\_\_-2016. Passed \_\_\_\_\_-2016.)

#### **765.03 APPLICATION FOR LICENSE.**

(a) Application for a second-hand dealer license, as defined herein, shall be made to the Chief of Police upon such forms as shall be prepared therefor by him.

(b) Each applicant for a license defined herein shall set forth on the application provided therefor all the information requested therein, including but not limited to, the name and home address of the applicant, the name of the business and the address where the business is to be conducted, the applicant's social security number and the date of birth of the applicant.

(c) The applicant shall take the completed application to the Records Section of the Division of Police for a record check. The Records Section shall return the application within five business days to the Chief of Police with a copy of the applicant's record, if any.

(d) The Chief of Police shall issue, or reissue, a second-hand dealer license to any applicant who has met all the requirements of this chapter and has paid all the fees relevant hereto.

(e) No license shall be issued, or reissued, to any person, society, firm, club, partnership, organization or corporation who/which has been convicted, within five years of the date of application, of buying, receiving, retaining, concealing, or disposing of goods and/or property which was stolen or otherwise unlawfully obtained, or of any theft offense as defined in Ohio R.C. 2913.01(K) or of any felony drug abuse offense as defined by Ohio R.C. 2925.01. No license shall be issued, or reissued, to any person, society, firm, club, partnership, organization or corporation if any person named on the application has had a second-hand dealer license revoked within five years of the date of the application. No license shall be issued to any person, society, firm, club, partnership, organization or corporation who/which has submitted an incomplete or inaccurate application.

(Ord. \_\_\_\_\_-2016. Passed \_\_\_\_\_-2016.)

#### **765.04 DISPLAY OF LICENSE.**

No person licensed pursuant to this chapter shall fail and/or refuse to display any license issued under this chapter at the place of business and in full view of the patrons.

(Ord. \_\_\_\_\_-2016. Passed \_\_\_\_\_-2016.)

**765.05 LICENSE FEE; EXPIRATION DATE; RENEWAL.**

(a) The nonproratable fee for a second-hand dealer license shall be one hundred twenty-five dollars (\$125.00) per year.

(b) The term of such license shall be from April 1 of each year thru March 31 of the following year, unless revoked pursuant to this chapter.

(c) Any renewal of a second-hand dealer license shall be submitted to the Chief of Police, upon such form as shall be prepared therefor by him, not earlier than thirty days but at least ten days prior to the expiration date of the license. The procedure established by Section 765.03 shall then be followed for each renewal.

(Ord. \_\_\_\_\_-2016. Passed \_\_\_\_\_-2016.)

**765.06 TRANSFER OF LICENSE.**

No person, society, firm, club, partnership, organization or corporation issued a license pursuant to this chapter shall sell, barter, assign or exchange same. A license issued under this chapter shall be void in the hands of any person or business other than the one to whom/which it was issued.

(Ord. \_\_\_\_\_-2016. Passed \_\_\_\_\_-2016.)

**765.07 RECORD TO BE KEPT.**

(a) Each second-hand dealer must establish and maintain a record, to be called the "Second-Hand Dealer's Register", of all property, other than recyclable beverage containers, purchased by the dealer.

(b) Each second-hand dealer, immediately after the purchase of any property, must set out in the register in the English language a record of the purchase in chronological order by date of purchase. The record must include:

- (1) The name, residence or street address, and birth date of the seller from whom the second-hand dealer, or any employee of the dealer, purchased the property;
- (2) Confirmation of the identity of the seller by way of picture identification, including a color photo copy of the picture identification, and the name of the authority who issued it. A second-hand dealer may use an electronic device that decodes and records information contained in the metallic strip on a personal identification card to record a person's name, address, and photograph in lieu of making a copy of a person's personal identification card to comply with the requirements of this section on the condition that the dealer or person retains that recorded information and makes it available in accordance with the requirements set forth herein.
- (3) A photocopy of the property that depicts the make, model, serial number and any markings that identify an owner;
- (4) The type of purchase as described in the definition of "purchase" in Section 765.01(e);
- (5) The price paid for the property;
- (6) The precise date and hour of purchasing the property;
- (7) Identifiable or distinguishing marks on the property; and

(8) In the case only of a second-hand dealer who is a junk dealer purchasing metal salvage, the make, description, and license number of any motor vehicle used by the seller to deliver the property to the second-hand dealer's premises.

(c) Each second-hand dealer must:

(1) Record all information in the register in legible handwriting in ink; and  
(2) Record all information in the register electronically. Every secondhand dealer shall provide an electronic record utilizing the LeadsOnline electronic reporting system or the electronic system then in use by the City. Such report shall enter and upload all information from its books and records regarding contracts for purchase, pledges and purchase transactions of any secondhand scrap iron, automobile parts, tires, household furniture or furnishings, household appliances, office equipment, coins, jewelry, jewels, weapons, bicycles, tools, toys, electronic media and or electronic equipment to LeadsOnline or a similar system as soon as reasonably possible after the transaction is consummated. Every secondhand dealer shall input information to every data field supported by the LeadsOnline system.

(3) Before close of each business day, print out a hard copy of all electronic information recorded during the course of the day, and maintain all such hard copies as a manual version of the register; and

(4) If the dealer is unable, for any reason, to record or transmit entries electronically, the dealer shall comply with subsection (c)(1) until electronic recording and transmitting is again available, and must then immediately enter all transactions electronically all purchases made by the dealer and not previously recorded or transmitted.

(d) A second-hand dealer shall not amend, obliterate, deface, or erase any entry in the register or remove any page from the register, either wholly or partially or electronically or manually.

(e) Each second-hand dealer, during business hours on business days, must produce the register for inspection by the Chief of Police, any police force member, or any person designated by the Chief of Police.

(Ord. \_\_\_\_\_-2016. Passed \_\_\_\_\_-2016.)

#### **765.08 RECORD OF SALE.**

At the time of the sale or disposition of such article, except furniture received from a bona fide residence, store, warehouse or factory, the second-hand dealer disposing thereof shall enter in his record book along with the entry made at the time of the acquisition of such second-hand article, the name, address and description of the person to whom such second-hand article is transferred, and shall obtain in ink in his record book, the signature of the person or persons acquiring such second-hand article.

(Ord. \_\_\_\_\_-2016. Passed \_\_\_\_\_-2016.)

#### **765.09 PROHIBITIONS.**

(a) No dealer in second-hand goods:

(1) Shall purchase any second-hand goods, articles or things from any person under the influence of alcohol or drugs or from any person who is known by the

licensee to be a habitual drunkard, drug addict, thief or an associate of thieves, or any receiver of stolen property, or from any person he has a reason to suspect to be such;

(2) Shall carry on the business of buying or selling second-hand property except at the premises designated in the dealer's license;

(3) Shall purchase any property from any person between 6:00 p.m. of one calendar day and 6:00 a.m. of the next calendar day;

(4) Shall purchase any property whose serial number or other identifiable marking has been wholly or partially tampered with or removed;

(5) Shall purchase any property from any person under the age of eighteen (18) years; and

(6) Shall fail to display a license required by this chapter.

(7) Shall purchase or receive any second-hand articles from a person who refuses to show the dealer the person's personal identification card.

(8) Shall fail to maintain a hand written and electronic register as set forth under Section 765.07 (c).

(b) No dealer in second-hand goods shall within thirty (30) days of purchasing a second-hand item or within fifteen (15) days of purchasing a second-hand item where the record of the purchase was transmitted electronically as set forth in Section 765.07(c) shall:

(1) Repair, alter, dispose of, part with possession of, or remove from the second-hand dealer's premises or possession the item of property or possession; and

(2) Suffer or permit any other person to repair, alter, dispose of, part with possession of, or remove from the second-hand dealer's premises the item of property or possession.

(c) The Chief of Police shall provide a list, as he or she determines appropriate, of the names and descriptions of persons known to be or who are suspected to be thieves or receivers of stolen property. No dealer in second hand goods shall purchase or receive articles from any person identified on the list the dealer receives from the Chief of Police.

(Ord. \_\_\_\_\_-2016. Passed \_\_\_\_\_-2016.)

#### **765.10 REPORT TO POLICE DIVISION.**

Any person, society, firm, club, partnership, organization or corporation buying, receiving or taking in exchange any tires, used motor vehicles, accessories or parts thereof, shall make a report to the Police Division each morning of the tires, used motor vehicles, accessories or parts thereof bought, received or taken in exchange during the preceding twenty-four hours. They shall fill out a form to be approved by the Police Division giving in the report a full description of the property bought, received or taken in exchange.

(Ord. \_\_\_\_\_-2016. Passed \_\_\_\_\_-2016.)

#### **765.11 HOURS OF BUSINESS.**

No person, society, firm, club, partnership, organization or corporation engaged in the occupation of second-hand dealer shall keep open his place of business before the hour of 6:00 a.m., nor after hour of 8:00 p.m., except on Saturdays, when the closing hour shall be 10:00 p.m.

(Ord. \_\_\_\_\_-2016. Passed \_\_\_\_\_-2016.)

**765.12 ADDITIONAL RULES.**

The Chief of Police is hereby authorized and directed to adopt and promulgate such rules as he deems necessary for the efficient execution and performance of this chapter.

(Ord. \_\_\_\_\_-2016. Passed \_\_\_\_\_-2016.)

**765.13 DENIAL OR REVOCATION OF LICENSE; NOTICE OF LIABILITY; APPEALS.**

(a) Any applicant whose application for a second-hand dealer license is denied by the Chief of Police shall be notified in writing of the denial by the Chief of Police. Such applicant may appeal the denial to a Board of Appeals comprised of the Director of Law, who shall act as Chair of the Board of Appeals, the Director of Public Safety, the Chief of Police, or their selected representatives. A written request for an appeal hearing shall be submitted to the Chief of Police within ten days after receipt of the application denial notice.

(b) The Chief of Police, as a result of his own investigation, may revoke or suspend the second-hand dealer license issued to any person, society, firm, club, partnership, organization or corporation under the provisions of this chapter, for a violation of any provision of this chapter. Any person, society, firm, club, partnership, organization or corporation whose second-hand dealer license has been revoked or suspended by the Chief of Police shall be notified in writing of the revocation by the Chief of Police. Such person, society, firm, club, partnership, organization or corporation may appeal the revocation to the Board of Appeals created in subsection (a) hereof. A written request for an appeal hearing shall be submitted to the Chief of Police within ten days after receipt of the license revocation notice.

(c) The Board of Appeals, as herein established, shall hear any appeal, pursuant to subsections (a) and (b) hereof within thirty days from the date the request for appeal is received by the Chief of Police. The Board shall have the power to sustain, modify or reverse the decision of the Chief of Police. The Board's decision shall be in writing and sent to the appellant/applicant, or his/her legal representative, within fifteen days after the hearing is concluded. The action of the Board of Appeals is final. A quorum of the Board shall consist of a majority of the members of the Board.

(d) In addition to any other penalty provided for in Chapter 765, the Chief of Police or his/her designee may issue a Notice of Liability to any person engaged in the business of second hand dealer who violates any provision of this chapter, regardless of whether the person is licensed under this chapter.

Said notice shall describe the location and nature of the violation, the time and date it was observed and the fine assessed to the violator. No notice of liability may be issued to a violator more than once during any seventy-two (72) hour period for the same violation.

(1) The Notice of Liability shall be served upon the owner by personal service or by First Class United States mail.

(2) Any person charged with a Notice of Liability may appeal said notice to the Board of Appeals as provided by this section. The failure to file an appeal shall constitute a waiver of the right to contest and an admission of the Notice of Liability.

(3) Any person found in violation of a Notice of Liability issued under Chapter 765 shall be subject to a civil fine as follows:

(A) \$250 for each first offense;

(B) \$500 for each second offense within a three year period.  
The levying of fines shall not preclude any other legal recourse which the Chief of Police may have, including suspension and revocation of the license holder's license. If more than three (3) years occurs between offenses, a subsequent violation shall be considered a first offense.

(Ord. \_\_\_\_\_-2016. Passed \_\_\_\_\_-2016.)

**765.99 PENALTY.**

Whoever violates any provision of this chapter is guilty of a misdemeanor of the second degree for a first offense and a misdemeanor of the first degree for a subsequent offense. Each day that any person, society, firm, club, partnership, organization or corporation engages in any occupation requiring a license as provided for herein, without having obtained such license, shall constitute a separate offense.

(Ord. \_\_\_\_\_-2016. Passed \_\_\_\_\_-2016.)

A

August 2, 2016

To Mayor Stough and Sylvania City Council,

We would like to thank you for making the city of Sylvania an enjoyable place to live. The last few years, while traveling down Alexis Road towards downtown Sylvania, we have appreciated the work the city has done with the median at Monroe and Alexis. The flowers and other plantings are a pleasure to see every time we pass by. The color scheme this year is very pleasing to the eye. We are both Master Gardeners and appreciate what is being done to make Sylvania beautiful.

Sincerely,

Robert and Stephanie Stark

B



# City of Sylvania

DIVISION OF TAXATION

CHRISTY M. GOLIS, COMMISSIONER OF TAXATION

August 2, 2016

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

Dear Mayor Stough and Council Members:

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

	Deposits	Refunds	Balance
July 31, 2016	\$738,013.02	\$3,596.56	\$734,416.46
July 31, 2015	\$776,721.93	\$17,832.33	\$758,889.60
Monthly Difference	----- -\$38,708.91	----- -\$14,235.77	----- -\$24,473.14
Year to Date 2016	\$6,839,732.67	\$123,301.58	\$6,716,431.09
Year to Date 2015	\$6,106,867.17	\$163,918.67	\$5,942,948.50
Yearly Difference	----- \$732,865.50	----- -\$40,617.09	----- \$773,482.59
			13.02%

Respectfully submitted,

Christy M. Golis  
Tax Commissioner

c: Mr. Toby Schroyer, Finance Director

City of Sylvania

Bank Reconciliation

July 2016



Ending balance for June 2016	21,133,483.63
Add: Monthly Receipts	<u>2,122,751.09</u>
Subtotal	\$ 23,256,234.72
Less: Monthly Disbursements	<u>1,911,203.23</u>
Ending balance for July 2016	\$ 21,345,031.49

Less:	
CD Metamora Bank	\$ (2,000,000.00)
Star Ohio	(77,263.21)
Petty Cash (1)	(2,050.00)
Cemetery Savings	(1,062.86)
Toledo Community Fund	(31,803.18)
PNC MoneyMarket	(1,028,670.36)
Key Bank Securities	(1,008,133.03)
5/3rd Securities	(5,922,284.44)
SJS Account	(3,476,008.48)
Morgan Stanley Investment	(2,044,825.96)
Sylvania Township Bonds	(505,000.00)
	\$ 5,247,929.97
Less:	
Income Tax	(296.86)

	\$ 5,247,633.11
(1)	
Division of Public Service	\$ 150.00
Department of Finance	100.00
Division of Water	600.00
Division of Police	200.00
Municipal Court	700.00
Division of Taxation	150.00
Division of Forestry	150.00

Petty Cash Balance	\$ 2,050.00
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BANK BALANCE	
EOM 5/3rd Bank Balance	\$ 5,258,965.28
Deposit in Transit	216.84
	<hr/>
Subtotal	\$ 5,259,182.12
Less: Outstanding Checks (2)	<u>11,549.01</u>
Adjusted Bank Balance	\$ 5,247,633.11
(2)	
June Outstanding Checks	\$ 192,817.26
Checks written this month	1,073,112.40
	<hr/>
Subtotal	\$ 1,265,929.66
Checks Cleared this month	<u>1,254,380.65</u>
July Outstanding Checks	\$ 11,549.01

Toby Schroyer  
Director of Finance, City of Sylvania

D

## Board of Architectural Review

Minutes of the regular meeting of August 10, 2016. Mr. Lindsley called the meeting to order.

Members present: Mayor Craig Stough, Ken Marciniak, Daniel Arnold, Brian McCann, and Thomas Lindsley (5) present. Zoning Administrator, Timothy Burns present.

Mr. Arnold moved, Mr. McCann seconded to approve the Minutes of the July 13, 2016, meeting as submitted. Vote being: Stough, Arnold, McCann, Marciniak and Lindsley (5) aye; (0) nay. Motion passed by a 5 to 0 vote.

Item 3 Regulated Sign – app. no. 28-2016 requested by Debra Bodell of Glass City Signs for Olivet Lutheran Church, 5840 Monroe Street, Sylvania, Ohio 43560. Mayor Stough stated that he would need to push away from the table for this application as he is a member of the church. Ms. Bodell was present. Mr. Burns stated that the sign itself will not be changing, that only the lighted portion of the sign will be changing from an internally lit panel to an LED panel; and that it fits the City's zoning code. Mr. Marciniak moved, Mr. Arnold seconded, to grant a Certificate of Appropriateness for the sign shown in the drawing submitted with the application. Vote being: McCann, Marciniak, Arnold and Lindsley (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

Item 4 Regulated Sign – app. no. 29-2016 requested by Mark E. Peterson of Bennet Management for Burger King Restaurant, 5871 Monroe Street, Sylvania, Ohio 43560. Mr. Peterson and Julie Blair of Bennet Management were both present. Mr. Burns stated that the materials for the sign and the building were intermingled in the packet and that the application is for two button signs, the wording "Home of the Whopper" on the West side of the building, and a monument sign that shown on "Exhibit E" will be replacing a pole sign; and that the pictures submitted with the application show 3 button signs but only 2 are allowed by the City's code. Mr. Marciniak moved, Mr. Arnold seconded, to grant a Certificate of Appropriateness for the two button signs, the wall and a new monument sign. Vote being: McCann, Marciniak, Arnold, Stough and Lindsley (5) aye; (0) nay. Motion passed by a 5 to 0 vote.

Item 5 Building Review – app. no. 30-2016 requested by Mark E. Peterson of Bennet Management for Burger King Restaurant, 5871 Monroe Street, Sylvania, Ohio 43560. Mr. Peterson and Julie Blair of Bennet Management were both present. Mr. Peterson stated that the colors that are shown on "Exhibit C" are the colors that they will be using for the building. Mr. Burns said that there will be some modifications to the building but that the size of the building will not change. Mr. McCann moved, Mr. Marciniak seconded, to grant a Certificate of Appropriateness for the building shown in the drawing submitted with the application. Vote being: McCann, Marciniak, Arnold, Stough and Lindsley (5) aye; (0) nay. Motion passed by a 5 to 0 vote.

Item 6 Building Review – app. no. 31-2016 requested by James Grzywinski of Appliance Center for Appliance Center, 5656 Monroe Street, Sylvania, Ohio 43560. Mayor Stough stated that he would need to back away from the table on this application as his architectural firm is involved in design. Ms. Lyndsey Stough of Stough Architecture and Mr. Grzywinski were present. Ms. Stough presented samples of the colors that will be used on the building which consisted of

**Board of Architectural Review**  
**Minutes of the August 10, 2016 Meeting**  
**Page 2**

red, light grey and dark grey colors. She said that the colors shown in rendering submitted with the application is an earlier rendering but that it shows the intention of what the elevation will look like, which will include the large red Appliance Center Logo. She also presented a sample of the stone material that will be used on the sides of the front of the building and a sample of the cornice for the top portion of the building. She said that they will also be using an efface material on the front of the building that will wrap around the sides but that it will not go all the way to the back to save on economics. She also stated that the remaining portions of the sides and back of the building will be painted with matching color. Mr. Burns stated that although there is signage shown in the picture, that the signage is not being reviewed this evening. Mr. Marciniak moved, Mr. Arnold seconded, to grant a Certificate of Appropriateness for the building design shown in the renderings and described at the meeting. Vote being: McCann, Marciniak, Arnold and Lindsley (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

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

Submitted by,



Debra Webb, Secretary  
Municipal Planning Commission

E

Sylvania Municipal Planning Commission

Minutes of the regular meeting of August 10, 2016. Mr. Lindsley called the meeting to order.

Members present: Mayor Craig Stough, Ken Marciniak, Daniel Arnold, Brian McCann, and Thomas Lindsley (5) present. Zoning Administrator, Timothy Burns present.

Mr. Lindsley stated that since we did not have a meeting last month we do not have minutes to approve.

Item 2 - Council Referral – Zoning Ordinance Amendment Petition No. ZA-2-2016, a request from Toledo-Lucas County Public Library for a zoning change from “R-1” Single-Family Residential Large Lot District to” B-1-B” Modified Business and Office District for property located at 7461 Sylvania (82-93917), 7453 Sylvania (82-93918), 7445 Sylvania (82-93919), and 3986 King (82-93920). Mr. Matt Lewandowski of Lewandowski Engineers was present. Mayor Stough stated that this is property that was purchased by the Library system and was annexed into the City; and they are requesting to change the zoning to match the property where they built the new Library which already has the B-1-B zoning. Mr. Marciniak moved, Mr. McCann seconded, to recommend to Council to approve the Zoning change request. Vote being: McCann, Marciniak, Arnold, Stough and Lindsley (5) aye; (0) nay. Motion passed by a 5 to 0 vote.

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

Submitted by,



Debra Webb, Secretary  
Municipal Planning Commission