

Sylvania City Council
April 17, 2017

7:30 p.m. Council Meeting
Agenda

1. Roll call. Mrs. Cappellini, Mr. Frye, Mr. Haynam, Mrs. Husman, Mr. Luetke, Mr. Mishka, Mrs. Westphal.
2. Pledge of Allegiance to the United States of America led by Mr. Mishka.
3. Additions to the agenda.
4. Approval of the Council meeting minutes of April 3, 2017.
5. Plan Commission's recommendation for Zoning Ordinance Amendment Application No. PD-1-2017, a request from Mercurio Developers for an amendment to an approved Planned Development for property located at 5142 W. Alexis Rd., Sylvania, Ohio. Set public hearing for June 5, 2017 and authorize the clerk to advertise the same.
6. Plan Commission's recommendation on proposed Ordinance No. 27-2017, Amending Codified Ordinances by creating Chapter 1143 – B-5, Office, Residential and Retail District. Set public hearing for June 5, 2017 and authorize the clerk to advertise the same.
7. Plan Commission's recommendation for Zoning Ordinance Amendment Application No. ZA-1-2017, a request from the City of Sylvania for a zoning change from "B-3" Central Business District to "B-5" Office, Residential and Retail District for property located at 0 Main St., 0 Monroe St., 6447, 6453, 6457, 6461, 6465, 6465 Monroe St., Sylvania, Ohio; Set public hearing for June 5, 2017 and authorize the clerk to advertise the same.
8. Proposed Ordinance No. 32-2017, "Providing for the construction, maintenance, repair, cleaning and enclosing open drainage ditches located within the corporate limits of the City of Sylvania."
9. Proposed Ordinance No. 33-2017, "Providing for the controlling of blight and disease of shade trees and for planting, maintaining, trimming and removing shade trees in and along streets within public right-of-way of the City of Sylvania."
10. Proposed Resolution No. 3-2017, "Declaring the necessity of lighting the streets in the City of Sylvania."

11. River Trail Phase 2 Project.
 - a. Service Director's report on project.
 - b. Proposed Ordinance No. 34-2017, Authorizing to accept amendment to the proposal of Smithgroup JJR to provide Design Services for the River Trail Phase 2 project.
 - c. Proposed Ordinance No. 35-2017, Accepting an easement from Flower Hospital and Promedica Continuing Care Services for the purpose of maintaining and installing a bike path.

12. Administration Building Chiller Replacement Project.
 - a. Service Director's report on project.
 - b. Proposed Ordinance No. 36-2017, Accepting the bid of Henson Plumbing and Heating, Inc. and awarding the contract for the Administration Building Chiller Replacement Project.

13. Joint Cooperation Agreement-Sylvania Avenue Rectangular Rapid Flash Beacon Project.
 - a. Service Director's report on project.
 - b. Proposed Ordinance No. 37-2017, Authorizing to enter into a Joint Cooperation Agreement on behalf of the City of Sylvania with the Board of the Sylvania City School District relative to the Sylvania Avenue Rectangular Rapid Flash Beacon project.

14. Committee reports.
 - a. Employee & Community Relations Committee meeting from April 14, 2017.
 1. Proposed Ordinance No. 38-2017, Amending Part One-Administrative Code of the Codified Ordinances of the City of Sylvania by adding Chapter 161-Sister City Commission.
 - b. Zoning & Annexation Committee meeting from April 17, 2017 at 6:00p.m.
 - c. Street Committee meeting from April 17, 2017 at 6:45p.m.

15. Committee referrals.

INFORMATION

- A. Municipal Planning Commission minutes from April 12, 2017.
- B. Board of Architectural Review minutes from April 12, 2017.
- C. March 2017 Bank Reconciliation.
- D. 2016 Sylvania Municipal Court Annual Report

Minutes of the Meeting of Council
April 3, 2017

The Council of the City of Sylvania, Ohio met in regular session on April 3, 2017 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.

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

Pledge of
Allegiance.

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

Requests were made for the following additions to the agenda:

- 4a. Appointment of new Fire Chief.
- 9a. Schedule a Streets Committee meeting.
- 9b. Schedule an Employee & Community Relations Committee meeting.
- 10. Information on SCAT Town Hall Parent meeting.

Mrs. Westphal moved, Mr. Haynam 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.

Agenda
approval.

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

Mr. Luetke presented the March 20, 2017 meeting minutes. Mr. Luetke 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 March 20, 2017 be approved; roll call vote being: Frye, Haynam, Husman, Luetke, Mishka, Westphal, Cappellini, (7) yeas; (0) nays. The motion carried.

Approval of the
March 20
meeting
minutes.

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

Proposed Ordinance No. 83-2016, "Amending Part One – Administrative Code of the Codified Ordinances of the City of Sylvania, 1979, by adding Chapter 161 – Sister City Commission was presented. Mr. Luetke moved, Mrs. Westphal seconded to refer to the Employee & Community Relations Committee for further review; roll call vote being: Haynam, Husman, Luetke, Mishka, Westphal, Cappellini, Frye, (7) yeas; (0) nays. The motion carried.

Ordinance No.
83-2016,
Referred to
Emp & Com
Relations
Committee.

Minutes of the Meeting of Council
April 3, 2017

Mayor Stough stated that council will now consider added agenda item 6.

Mr. Haynam moved, Mr. Mishka seconded to refer proposed Ordinance No. 30-2017, “Amending Part Eleven-Planning and Zoning Code of the Codified Ordinances of Sylvania, 1979, as amended, by amending Section 1157.12-Front Yard Parking Prohibited” to the Planning Commission for review and recommendation; roll call vote being: Luetke, Mishka, Westphal, Cappellini, Frye, Haynam, Husman, (7) yeas; (0) nays. The motion carried. Ordinance No. 30-2017; refer to Plan Comm.

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

Mr. Haynam moved, Mrs. Husman seconded to refer proposed Ordinance No. 31-2017, “Amending Part Eleven-Planning and Zoning Code of the Sylvania Codified Ordinances, 1979, as amended by Amending Section 1101.01-Definitions and by amending Section 1153.02 – Special uses” to the Zoning & Annexation Committee for review: roll call vote being: Mishka, Westphal, Cappellini, Frye, Haynam, Husman, Luetke, (7) yeas; (0) nays. The motion carried. Ordinance No. 31-2017; refer to Zoning & Annexation Committee.

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

Mr. Mishka reported the Utilities & Environment Committee met on April 3, 2017 at 6:45p.m. in the Administration Building, Service Department Conference room to continue the discussion and get an update on the Regional Water System. Utility Com. report: Regional Water System.

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

Mr. Frye set the Streets Committee to meet on April 17, 2017 at 6:45 p.m. in council chambers to discuss the Alexis Road safety study. Streets Com. Mtg. 4/17/17, 6:45 p.m

Mr. Luetke set the Employee & Community Relations Committee to meet on April 14, 2017 at 8:00 a.m. in the Mayor’s conference room to continue discussions on proposed Ordinance No. 83-2016, Sister City Commission. Emp & Com Relations mtg. 4/14/17, 8:00 a.m.

Mr. Haynam set the Zoning & Annexation Committee to meet on April 17, 2017 at 6:00 p.m. in council chambers to discuss proposed Ordinance No. 30-2017, Adult Day Care Centers. Zoning Com. Mtg. 4/17/17, 6:00 p.m.

Minutes of the Meeting of Council
April 3, 2017

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

Mrs. Husman provided information on the SCAT Town Hall Parent Meeting scheduled for Thursday, April 6, 2017, 7 – 8:30p.m. at the Sylvania Senior Center. The topic is “Clear the Air”.....Dispelling the 7 most common myths about marijuana.

SCAT Town
Hall Mtg.
4/6/17

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

Mrs. Westphal moved, Mr. Luetke seconded that this meeting adjourn; all present voting yea (7); (0) nays. The motion carried and the meeting adjourned at 8:25 p.m.

Adjournment.

Clerk of Council

Mayor



City Of Sylvania

DEPARTMENT OF PUBLIC SERVICE

KEVIN G. ALLER, PE DIRECTOR

April 14, 2017

To: Mayor and Members of City Council

Re: **Zoning Ordinance Amendment Application No. PD-1-2017**

Dear Mayor and Members of Council:

Following is an excerpt from the minutes of the regular meeting of the Municipal Planning Commission of April 12, 2017, Council Referral – Zoning Ordinance Amendment Application No. PD-1-2017, a request from Mercurio Developers for an amendment to an approved Planned Development for property located at 5142 W. Alexis Rd., Sylvania, Ohio, 43560:

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

Sincerely,

Debra Webb, Secretary
Municipal Planning Commission

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City Of Sylvania

DEPARTMENT OF PUBLIC SERVICE

KEVIN G. ALLER, PE DIRECTOR

April 12, 2017

To: Mayor and Members of City Council

Re: **Council Referral – Ordinance No. 27-2017**

Dear Mayor and Members of Council:

Following is an excerpt from the minutes of the regular meeting of the Municipal Planning Commission of April 12, 2017, Council Referral – Ordinance No. 27-2017, Amending Part Eleven-Planning and Zoning Code by creating Chapter 1143, B-5 Office, Residential and Retail District:

..."Mr. McCann moved, Mr. Marciniak seconded to recommend to Council the creation of the B-5 zoning classification with the following recommendations:

- 1) 2 adults maximum per bedroom
- 2) no more than 5 unrelated persons per living unit
- 3) pet waste accommodations must be provided
- 4) property must be contiguous to a B zoned property
- 5) that there is no increase in density for a PD in the B-5 zoning

Vote being: Stough, Arnold, McCann, Marciniak and Lindsley (5) aye; (0) nay. Motion passed by a 5 to 0 vote."...

Sincerely,

Debra Webb, Secretary
Municipal Planning Commission



City Of Sylvania

DEPARTMENT OF PUBLIC SERVICE

KEVIN G. ALLER, PE DIRECTOR

April 14, 2017

To: Mayor and Members of City Council

Re: **Council Referral – Zoning Ordinance Amendment Application No. ZA-1-2017**

Dear Mayor and Members of Council:

Following is an excerpt from the minutes of the regular meeting of the Municipal Planning Commission of April 12, 2017, Council Referral – Zoning Ordinance Amendment Application No. ZA-1-2017, a request from the City of Sylvania for a zoning change from "B-3" General Business District to "B-5" Office, Residential and Retail District for property located at 0 Main St., 0 Monroe St., 6447, 6453, 6457, 6461, 6465, 6465 Monroe St., Sylvania, Ohio 43560:

..." Mr. McCann moved, Mr. Marciniak seconded to recommend to Council to approve the zoning change from B-3 to B-5. Vote being: Arnold, McCann, Marciniak and Lindsley (4) aye; (0) nay. Motion passed by a 4 to 0 vote. Mayor Stough obtained from the vote due to a conflict of interest."...

Sincerely,

Debra Webb, Secretary
Municipal Planning Commission

ORDINANCE NO. 32 -2017

PROVIDING FOR THE CONSTRUCTION, MAINTENANCE, REPAIR, CLEANING AND ENCLOSING OPEN DRAINAGE DITCHES LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SYLVANIA; AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE, BY AND THROUGH THE PROPER OFFICERS OF SAID CITY TO DO SAID WORK DURING THE YEAR 2017; ESTABLISHING ONE DISTRICT FOR SAID PURPOSE IN ACCORDANCE WITH THE PROVISIONS OF SECTION 727.012 OF THE REVISED CODE OF OHIO; PROVIDING FOR THE ASSESSMENT OF THE COST AND EXPENSE THEREOF UPON ABUTTING PROPERTY; AND DECLARING AN EMERGENCY.

WHEREAS, it is immediately urgent and necessary that work is authorized 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 2017;

WHEREAS, the Director of Public Service has recommended to Council the construction, maintaining, repairing, cleaning and enclosing open drainage ditches located within the corporate limits of the City of Sylvania during the year 2017 in accordance with plans, estimates and schedules therefore heretofore prepared and now on file in the Office of the Clerk of Council.

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

SECTION 1. That it is hereby declared necessary and conducive to public health, convenience and welfare to construct, maintain, repair, clean and enclose open drainage ditches located within the corporate limits of the City of Sylvania during the year 2017. That for said purpose there is hereby established one (1) district which shall include all territory within and coextensive with the boundaries of the City of Sylvania, pursuant to the provisions of Section 727.012 of the Revised Code of Ohio.

SECTION 2. That the work of such construction, maintaining, repairing, cleaning and enclosing open drainage ditches located within the district of the City shall be done within said district, as herein set forth, and through the proper officers of the City of Sylvania; and such officers be, and they hereby are, authorized and directed to purchase required materials; to purchase or rent the necessary tools, machinery and appliances; to employ the necessary labor to

do said work all in accordance with the plans, estimates and schedules therefore heretofore prepared and now on file in the Office of the Clerk of Council for inspection of all persons interested, which said plans, estimates and schedules, including approximate present estimates of the cost of said work, is in the aggregate sum of Two Hundred Seventy-Seven Thousand, Five Hundred Fifty Dollars and 58/100 (\$277,550.58).

SECTION 3. That said cost and expense of construction, maintaining, repairing, cleaning and enclosing open drainage ditches located within the corporate limits of the City in the amount of Two Hundred Seventy-Seven Thousand, Five Hundred Fifty Dollars and 58/100 (\$277,550.58) shall be specially assessed by the front foot upon all of the lots and lands abutting and bounding upon each of said streets and public right-of-way in said district in the amount of forty cents (40¢) per front foot as provided in Section 727.012 of the Ohio Revised Code, which said lots and lands are hereby determined to be specially benefitted by said work in the amount equal to the amount specially assessed against each such lot and land. The cost of said work shall include acquisition of the necessary materials, tools, machinery and appliances, the wages for the necessary labor, the cost of said plans, estimates and schedules, cost of publication and mailing of notices, and cost of this Ordinance, costs of the preparation, levy and collection of special assessments and interest on notes issued in anticipation of the levy and collection of the special assessments together with all necessary expenditures.

SECTION 4. That the special assessment so to be levied on said lots and lands shall be paid in one (1) installment in the manner provided in the case of special assessments pursuant to Section 727.01 of the Ohio Revised Code.

SECTION 5. That to provide a fund out of which shall be paid the assessed cost and expense of said work, bonds or notes or certificate of indebtedness of the City of Sylvania are hereby authorized to be issued and sold in anticipation of the levy and collection of said assessments.

SECTION 6. That the Director of Finance has prepared and filed in the Office of the Clerk of Council a list of the special assessments, pursuant to this Ordinance, and this Council finds and determines that such special assessments are in proportion to the special benefit derived by each property against which such assessments are to be levied and are not in excess of any statutory limitation.

SECTION 7. That, pursuant to Ohio Revised Code Section 727.14, the Clerk of Council is hereby directed to give notice of the passage of this Ordinance by publication of such notice once a week for two (2) consecutive weeks, and as to an owner of any lot or parcel of land the assessment upon which is estimated to exceed Two Hundred Fifty Dollars (\$250.00), the Clerk of Council is hereby directed to serve such notice in the same manner as service of summons in civil cases, or by certified mail addressed to such owner at his last known address or to the address to which tax bills are sent, or by a combination of the foregoing methods. Objections to estimated assessments must be filed, in writing with the Clerk of Council within two (2) weeks after completion of the notice hereby required. An owner who fails to file an objection shall be deemed to have waived any objection. Any and all properly filed objections to estimated assessments shall be considered by Council at its first regular Council meeting held more than two (2) weeks after the completion of the notice hereby required and the estimated assessments so objected to shall at such meeting, be adjusted by Council by motion or other action reflected in the journal of the minutes of Council. Council, after adjusting such estimated assessments or, after the time for filing objections without any properly filed objections having been timely filed, may, by Ordinance, levy such estimated assessments and adjusted estimated assessments, as the case may be. No notice shall be required other than as herein required.

SECTION 8. That the method, manner, consideration and procedure for such drainage ditch work is hereby approved and this Council hereby determines the method, manner and procedure for levying assessments for such drainage ditch work to be as set forth in this Ordinance.

SECTION 9. 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 10. 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 11. 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 repair, cleaning, construction and maintenance of drainage ditches should be provided for immediately 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, _____, 2017, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

ORDINANCE NO. 33 -2017

PROVIDING FOR THE CONTROLLING BLIGHT AND DISEASE OF SHADE TREES AND FOR PLANTING, MAINTAINING, TRIMMING AND REMOVING SHADE TREES IN AND ALONG THE STREETS AND WITHIN PUBLIC RIGHT-OF-WAY OF THE CITY OF SYLVANIA; AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE, BY AND THROUGH THE PROPER OFFICERS OF SAID CITY TO DO SAID WORK DURING THE YEAR 2017; ESTABLISHING ONE DISTRICT FOR SAID PURPOSE IN ACCORDANCE WITH THE PROVISIONS OF SECTION 727.011 OF THE REVISED CODE OF OHIO; PROVIDING FOR THE ASSESSMENT OF THE COST AND EXPENSE THEREOF UPON ABUTTING PROPERTY; AND DECLARING AN EMERGENCY.

WHEREAS, it is immediately urgent and necessary that work is authorized for the purpose of controlling blight and disease of shade trees and for 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 2017;

WHEREAS, the City Forester, through the Director of Public Service has recommended to Council the removal or special treatment of shade trees and for 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 2017 in accordance with plans, estimates and schedules therefore heretofore prepared and now on file in the Office of the Clerk of Council.

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

SECTION 1. That it is hereby declared necessary and conducive to public health, convenience and welfare to remove and provide special treatment for 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 of Sylvania during the year 2017. That for said purpose there is hereby established one (1) district which shall include all territory within and coextensive with the boundaries of the City of Sylvania, pursuant to the provisions of Section 727.011 of the Revised Code of Ohio.

SECTION 2. That the work of such removal or 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 of Sylvania shall be done within said district, as herein set forth, and through the proper officers of the City of Sylvania; and such officers be, and they hereby are, authorized and directed to purchase required materials; to purchase or rent the necessary tools, machinery and appliances; to employ the necessary labor to do said work all in accordance with the plans, estimates and schedules therefore heretofore prepared and now on file in the Office of the Clerk of Council for inspection of all persons interested, which said plans, estimates and schedules, including approximate present estimates of the cost of said work, is in the aggregate sum of Two Hundred Forty-Two Thousand, Eight Hundred Ninety-Eight Dollars and 14/100 (\$242,898.14).

SECTION 3. That said cost and expense of removal or 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 of Sylvania in the amount of Two Hundred Forty-Two Thousand, Eight Hundred Ninety-Eight Dollars and 14/100 (\$242,898.14) shall be specially assessed by the front foot upon all of the lots and lands abutting and bounding upon each of said streets and public right-of-way in said district in the amount of thirty-five cents (35¢) per front foot as provided in Section 727.011 of the Ohio Revised Code, which said lots and lands are hereby determined to be specially benefitted by said work in the amount equal to the amount specially assessed against each such lot and land. The cost of said work shall include acquisition of the necessary materials, tools, machinery and appliances, the wages for the necessary labor, the cost of said plans, estimates and schedules, cost of publication and mailing of notices, and cost of this Ordinance, costs of the preparation, levy and collection of special assessments and interest on notes issued in anticipation of the levy and collection of the special assessments together with all other necessary expenditures.

SECTION 4. That the special assessment so to be levied on said lots and lands shall be paid in one (1) installment in the manner provided in the case of special assessments pursuant to Section 727.01 of the Ohio Revised Code.

SECTION 5. That to provide a fund out of which shall be paid the assessed cost and expense of said work, bonds or notes or certificate of indebtedness of the City of Sylvania are hereby authorized to be issued and sold in anticipation of the levy and collection of said assessments.

SECTION 6. That the Director of Finance has prepared and filed in the Office of the Clerk of Council a list of the special assessments, pursuant to this Ordinance, and this Council finds and determines that such special assessments are in proportion to the special benefit derived by each property against which such assessments are to be levied and are not in excess of any statutory limitation.

SECTION 7. That, pursuant to Ohio Revised Code Section 727.14, the Clerk of Council is hereby directed to give notice of the passage of this Ordinance by publication of such notice once a week for two (2) consecutive weeks, and as to an owner of any lot or parcel of land the assessment upon which is estimated to exceed Two Hundred Fifty Dollars (\$250.00), the Clerk of Council is hereby directed to serve such notice in the same manner as service of summons in civil cases, or by certified mail addressed to such owner at his last known address or to the address to which tax bills are sent, or by a combination of the foregoing methods. Objections to estimated assessments must be filed, in writing with the Clerk of Council within two (2) weeks after completion of the notice hereby required. An owner who fails to file an objection shall be

deemed to have waived any objection. Any and all properly filed objections to estimated assessments shall be considered by Council at its first regular Council meeting held more than two (2) weeks after the completion of the notice hereby required and the estimated assessments so objected to shall at such meeting, be adjusted by Council by motion or other action reflected in the journal of the minutes of Council. Council, after adjusting such estimated assessments or, after the time for filing objections without any properly filed objections having been timely filed, may, by Ordinance, levy such estimated assessments and adjusted estimated assessments, as the case may be. No notice shall be required other than as herein required.

SECTION 8. That the method, manner, consideration and procedure for such shade tree work is hereby approved and this Council hereby determines the method, manner and procedure for levying assessments for such shade tree work to be as set forth in this Ordinance.

SECTION 9. 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 10. 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 11. 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 should be made immediately to provide for tree maintenance 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, _____, 2017 as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

RESOLUTION NO. 3 -2017

**DECLARING THE NECESSITY OF LIGHTING THE STREETS
IN THE CITY OF SYLVANIA, OHIO; DETERMINING THE
MANNER OF PROVIDING STREET LIGHTING AND THE BASIS
FOR THE PROPERTY OWNER'S SHARE OF THE COST AND
ANNUAL ASSESSMENT; AND DECLARING AN EMERGENCY.**

BE IT RESOLVED by the Council of the City of Sylvania, Lucas County, Ohio, _____

members elected thereto concurring:

SECTION 1. That is hereby determined to be necessary to continue to improve the streets in the City of Sylvania, Ohio, by lighting the same pursuant to a contract therefore which this City now has with the Toledo Edison Company and necessary to provide funds in 2017 for such street lighting.

SECTION 2. That for the tax year 2017 the basis for determining and allocating annual assessments on lots and lands in said City for street lighting in the City of Sylvania, Ohio, shall be as follows, which basis is hereby determined to be according to the benefits which may result from the improvements to the several parcels and lots of land in said City:

- A. Each taxable parcel, outside of the Whiteway Business District, having no building or buildings thereon, not served by lamps on steel poles with overhead circuits or by lamps on poles with underground circuits, shall be assessed a base charge of \$8.00 and, in addition thereto, a further charge of 90¢ for each \$1,000.00 tax valuation or part thereof;
- B. Each taxable parcel, outside of the Whiteway Business District, having any building or buildings thereon, not served by lamps on steel poles with overhead circuits or by lamps on poles with underground circuits, shall be assessed a base charge of \$12.00 and, in addition thereto, a further charge of 90¢ for each \$1,000.00 tax valuation or part thereof;
- C. Each taxable parcel, outside of the Whiteway Business District, having no building or buildings thereon, served by lamps on steel poles with overhead circuits, shall be assessed a base charge of \$11.00 and, in addition thereto, a further charge of 90¢ for each \$1,000.00 tax valuation or part thereof;
- D. Each taxable parcel, outside of the Whiteway Business District, having any building or buildings thereon, served by lamps on steel poles with overhead circuits, shall be assessed a base charge of \$14.00 and, in addition thereto, a further charge of 90¢ for each \$1,000.00 tax valuation or part thereof;
- E. Each taxable parcel, within the Whiteway Business District, fronting on Main Street, Maplewood Avenue, or Monroe Street, being served by lamps on either steel or

wood poles with overhead or underground circuits, shall be assessed at a rate of \$1.10 per front foot of the parcel;

F. Each taxable parcel, outside of the Whiteway Business District, having no building or buildings thereon, served by lamps on poles with underground circuits, shall be assessed a base charge of \$20.00 and, in addition thereto, a further charge of 90¢ for each \$1,000.00 tax valuation or part thereof;

G. Each taxable parcel, outside of the Whiteway Business District, having any building or buildings thereon, served by lamps on poles with underground circuits, shall be assessed a base charge of \$27.00 and, in addition thereto, a further charge of 90¢ for each \$1,000.00 tax valuation or part thereof;

H. In cases under A, B, C, D, F and G above, the maximum amount of assessment for any parcel based on the charge of 90¢ for each \$1,000.00 tax valuation or part thereof shall not exceed the equivalent of \$2.00 per front foot of said parcel fronting on a cul-de-sac or \$1.00 per front foot on all other said parcels;

SECTION 3. That the contract with the Toledo Edison company and the costs to this City required thereby, now on file with the Clerk of Council, are hereby deemed to be the plans and specifications and estimate of cost required to be on file with the Clerk of Council before the passage of the Resolution of necessity.

SECTION 4. That the Clerk of Council has prepared and filed in the Office of the Clerk of Council a list of the estimated special assessments for the cost and expense of street lighting in the City of Sylvania, which list shows the amounts of the estimated assessment against each taxable parcel in the City of Sylvania, pursuant to Section 2 of this Resolution, and the amount of such assessments in the aggregate, and this Council finds and determines that such estimated assessments are in proportion to the special benefit derived by each property against which such assessments are to be levied and are not in excess of any statutory limitation.

SECTION 5. That, pursuant to Ohio Revised Code Section 727.14, the Clerk of Council is hereby directed to give notice of the passage of this Resolution by publication of such notice once a week for two (2) consecutive weeks, and as to an owner of any lot or parcel of land the assessment upon which is estimated to exceed Two Hundred Fifty Dollars (\$250.00), the clerk of Council is hereby directed to serve such notice in the same manner as service of summons in civil cases, or by certified mail addressed to such owner at his last known address or to the address to which tax bills are sent, or by a combination of the foregoing methods. Objections to estimated assessments must be filed, in writing, with the Clerk of Council, within two (2) weeks after completion of the notice hereby required. An owner who fails to file an objection shall be deemed to have waived any objection. Any and all properly filed objections to estimated assessments shall be considered by Council at its first regular meeting held more than two (2) weeks after the completion of the notice hereby required and the estimated assessments so objected to shall, at such meeting, be adjusted by Council by motion or other action, reflected in the journal of the minutes of Council. Council, after adjusting such estimated assessments or after the time for filing objections without any properly filed objections having been timely filed, may, by Ordinance, levy such estimated assessments and adjusted estimated assessments, as the case may be. No notice shall be required other than as herein required.

SECTION 6. That the Clerk of Council is hereby directed to give notice to the Auditor of Lucas County, Ohio, on the levying of such assessments and to do so within twenty (20) days after the levying of same and prior to October 1, 2017.

SECTION 7. That the method, manner and procedure for providing street lighting by contract with the Toledo Edison Company is hereby approved and this Council hereby determines the method, manner and procedure for levying assessments for such street lighting to be as set forth in this Resolution.

SECTION 8. That this Resolution shall be published by posting a copy thereof in a conspicuous place in the Sylvania Municipal Building for a period of not less than fifteen (15) days as provided in ARTICLE III, Section 12.0 of the Charter of said City.

SECTION 9. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 10. That this Resolution 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 reason that proceedings for assessing the cost of the improvement referred to herein are required without delay in order to timely place said assessment upon the tax duplicate for the year. Provided this Resolution 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, _____, 2017, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

11a



City Of Sylvania

DEPARTMENT OF PUBLIC SERVICE

KEVIN G. ALLER, PE DIRECTOR

April 11, 2017

To: The Mayor and Members of Sylvania City Council

Re: **River Trail Phase 2**

Dear Mr. Mayor and Council Members:

The project plans have been finalized and we are working through final requirements of the grant agencies involved in this project. We plan to move forward with the project as soon as we get formal approval from the Ohio Department of Natural Resources to do so.

SmithGroup JJR has been our consultant throughout this project and they have served us well. They have provided us with a proposal for construction engineering services as attached. Their proposal fee to provide service as we request is \$52,900 plus estimated reimbursable expenses of \$2,500 for a total cost of \$55,400.

We recommend approval to enter into an agreement with SmithGroup JJR for construction engineering services in the amount of \$55,400. Please call if you have any questions.

Sincerely,

Kevin G. Aller, P.E.

Director of Public Service



March 27, 2017

Mr. Kevin Aller, PE
City of Sylvania
Department of Public Services
6730 Monroe Street
Sylvania, OH 43560-1948

RE: Sylvania River Trail Phase II

Dear Mr. Aller:

On behalf of SmithGroupJJR, Inc., ("SmithGroupJJR") I am pleased to submit this proposal for bidding and construction administration services related to the Sylvania River Trail Phase II to the City of Sylvania ("City"). The following is our understanding of the services which are to be provided.

UNDERSTANDING OF THE PROJECT

The Construction Documents associated with the Phase II portion of the Sylvania River Trail are nearly complete, with the expectation that they will be ready to bid in Spring 2017. These documents will cover the design of the remaining ~2,500 linear feet of trail, including both at grade and elevated portions, necessary retaining walls, and storm sewer. Also included in the Construction Documents is the construction of the lighting and security camera systems, both within the current Phase II project limits as well as within the Phase I limits of the project. This proposal will cover assistance to the City during the Bidding process as well as during Construction.

SCOPE OF SERVICES

Task 1: Bidding Assistance

SmithGroupJJR understands that the City plans to issue the Construction Documents as a Unit Cost Bid. SmithGroupJJR will provide bidding assistance services as follows:

1. Provide electronic copies of the Construction Documents and Technical Specifications to the City for their use in additional distributions to plan houses or bidders. The City will prepare Front End Documents and General and Supplementary Conditions. SmithGroupJJR will also provide an itemized bid form in Excel and PDF formats for inclusion into the City's bid documents.
2. Attend a Pre-Bid Conference to receive technical questions from the bidders and respond as appropriate.
3. Issue sketches and written clarifications to the Construction Documents to the City, for their use in preparing and distributing addenda to the Bid Documents as necessary to clarify document intent.
4. Assist the City in reviewing and evaluating a bid tabulation as prepared by the City.

Task 2: Environmental Survey

Based on the requirements of the Clean Ohio Trails Fund (COTF) agreement between the City and the Ohio Department of Natural Resources (ODNR), the project must comply with specific environmental commitments in order to receive grant funding. SmithGroupJJR will subcontract with Cardno, Inc. to perform the mussel survey per the Ohio Mussels Survey Protocol as required by the ODNR. A field study of the proposed temporary impact area

City of Sylvania

Sylvania River Trail Phase II
Sylvania, Ohio

SmithGroupJJR

SMITHGROUP JJR

immediately west of the US-23 bridges will be conducted in early May. If mussels are encountered, Cardno will complete the necessary mussel relocation to suitable upstream areas. Appropriate reports and documentation will be completed to meet the ODNR's survey protocol. If Federally Listed mussel species are encountered, all sampling/salvage efforts will stop and the ODNR and US Fish and Wildlife Service will be notified.

Task 3: Construction Administration

SmithGroupJJR will serve as the City's technical representative through the construction period. SmithGroupJJR will:

1. Review and approve shop drawings, samples and other data the Contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
2. Issue necessary interpretations and clarifications of the Construction Contract Documents to the City for their use in preparing bulletins, work directive changes and change orders (as required).
3. Evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor to the extent provided in the General Conditions of the Construction Contract Documents. If the City chooses to accept substitutes and drawing revisions are required, they will be performed as an extra service.
4. Establish appropriate lines of communication with the Contractor to respond to field related questions and coordinate with the City to provide appropriate directives.
5. Make visits to the site at intervals appropriate to the various stages of construction (anticipated to be weekly) in order to observe progress and quality of the various aspects of the Contractor's work. Based on information obtained during such visits and on such observations, SmithGroupJJR will endeavor to determine, in general, if such work is proceeding in accordance with the Construction Contract Documents. On the basis of site observations, SmithGroupJJR will notify the City of any work SmithGroupJJR believes will not produce a completed project that conforms generally to the Construction Contract Documents or that will prejudice the integrity of the design concept of the project as reflected in the Construction Contract Documents. Site visits may also include Coordination Meetings between the Contractor, City and SmithGroupJJR as needed. SmithGroupJJR will prepare and distribute a site observation report for each site visit.

SmithGroupJJR anticipates that the project duration will be approximately six (6) months for substantial completion. SmithGroupJJR will make site visits, as defined above, throughout the project duration and will conduct a site review to determine if the work is substantially complete and prepare a punch list of uncompleted or unacceptable work items. Upon notice that all punch list items are complete, a final site review will be held to determine if the completed work is acceptable. SmithGroupJJR will give written notice of substantial completion to the City when the work is complete.

SmithGroupJJR will make up to 24 site visits during the project duration, including site observation, lighting and security observation, and final site and punch list reviews. It is anticipated that the site visits will be weekly.

SMITHGROUPJJR

SCHEDULE

SmithGroupJJR anticipates that the City would like to request bids on the project in Spring 2017 with construction to begin as soon as possible in early Summer 2017. Construction is anticipated to be substantially completed by Fall 2017 with final restoration measures completed in Spring 2018.

COMPENSATION

The City shall compensate SmithGroupJJR for the Scope of Services outlined above a fee equal to the average hourly rate (please see Attachment A) of our project staff actively engaged in the program for all man hours worked, including the mandatory and customary benefits such as taxes, insurance, health, holidays, vacations, pensions, and similar benefits. We estimate the labor fee for professional services for the scope of work described above will be approximately \$52,900, plus reimbursable cash charges.

REIMBURSABLE EXPENSES

In addition to the fee indicated above, the following cash costs shall be reimbursable:

1. Travel expenses related to this project. Reimbursement for car mileage is the standard mileage allowance determined by the Internal Revenue Service. The current mileage rate is \$.535 per mile;
2. Reproduction of drawings, specifications and reports and reproducible (Mylar, etc.) reproductions of drawings;
3. Long distance telephone and facsimile charges, postage, express charges and other similar items;
4. Models, renderings, photography and other special presentation material for other than the Architect's own use;

We estimate the reimbursable expenses for this phase of work to be \$2,500.

ADDITIONAL SERVICES

Requests for additional services or staff will be documented by SmithGroupJJR (if given verbally), and the work will commence upon the City's approval of an estimated fee for that effort. For additional services, the City shall reimburse SmithGroupJJR at the hourly rates described in the Standard Fee and Reimbursement Schedule (Attachment A) for all man hours worked on the project, plus the cost of reimbursable cash charges.

PAYMENTS

Invoices will be prepared monthly on the basis of services rendered.

All payments due to SmithGroupJJR shall be made monthly upon presentation of the statement of services rendered. All payments due SmithGroupJJR under this agreement shall bear interest at one-and one-half (1½%) percent per month commencing thirty (30) days after the date of billing.

We anticipate that the work described above will be completed under the Terms and Conditions of our existing contract with the City.

SMITHGROUP JJR

Thank you for choosing SmithGroupJJR to continue to work with you on this exciting project.

Sincerely,



Emily S. McKinnon, P.E.
Principal, Civil Engineer

This document will serve as an agreement between us, and you may indicate your acceptance by signing in the space provided below and returning one (1) signed copy for our files.

City of Sylvania (Signature)

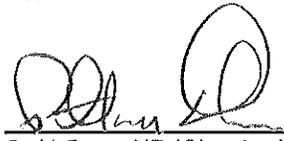
City of Sylvania (Signature)

(Printed name and title)

(Printed name and title)

Date

Date



SmithGroupJJR (Signature)

Patrick M. Doher, Senior Vice President
(Printed name and title)

March 28, 2017

Date

Attachment A – Standard Fee and Reimbursement Schedule

City of Sylvania

Sylvania River Trail Phase II
Sylvania, Ohio

SmithGroupJJR

ATTACHMENT A
SMITHGROUP JJR

Standard Fee and Reimbursement Schedule
Ann Arbor, Michigan
January 1, 2017

PROFESSIONAL AND TECHNICAL STAFF

Principal/ Level 5	\$220.00/hour
Principal/ Level 4	\$210.00/hour
Principal/ Level 3	\$195.00/hour
Principal/ Level 2	\$180.00/hour
Principal/ Level 1	\$170.00/hour
Professional Staff/ Level 10	\$160.00/hour
Professional Staff/ Level 9	\$145.00/hour
Professional Staff/ Level 8	\$135.00/hour
Professional Staff/ Level 7	\$125.00/hour
Professional Staff/ Level 6	\$110.00/hour
Professional Staff/ Level 5	\$100.00/hour
Professional Staff/ Level 4	\$95.00/hour
Professional Staff/ Level 3	\$90.00/hour
Professional Staff/ Level 2	\$85.00/hour
Professional Staff/ Level 1	\$80.00/hour
Technical Staff/ Level 2	\$85.00/hour
Technical Staff/ Level 1	\$70.00/hour

These billing rates are subject to semi-annual review and revision.

A surcharge of fifty percent (50%) will be added to hourly rates for expert witness testimony and/or for participation at hearings, depositions, etc.

REIMBURSABLE EXPENSES

Mileage	\$.535/mile
Travel and Subsistence	Cost
FedEx, Postage, etc.	Cost
Copies (8-1/2" x 11")	\$0.10/copy
Color Copies (8-1/2" x 11")	Cost + 10%
Color Copies (11" x 17")	Cost + 10%
Plotting	Cost + 10%
Reproduction and Printing	Cost + 10%
Materials	Cost + 10%
Equipment Rental	Cost
Subcontract Services	Cost + 10%

INVOICES

Progress invoices shall be issued monthly and payment is due upon receipt. Balances remaining unpaid after thirty (30) days are subject to a monthly finance charge of 1% (12% annually) until paid.

ORDINANCE NO. 34 -2017

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ACCEPT THE AMENDMENT TO THE PROPOSAL OF SMITHGROUP JJR TO PROVIDE DESIGN SERVICES FOR THE RIVER TRAIL PHASE 2 PROJECT; APPROPRIATING FUNDS THEREFORE IN AN AMOUNT NOT TO EXCEED \$55,400; AND DECLARING AN EMERGENCY.

WHEREAS, Ordinance No. 87-2013, passed December 2, 2013, authorized the Mayor and Director of Finance to accept the proposal of SmithGroup JJR (formerly JJR, LLC), the City's consultant for the River Trail Phase 1 Project, to provide the required preliminary engineering for the possible locations of the River Trail Phase 2 Project and appropriated \$17,000 for said engineering services; and,

WHEREAS, Ordinance No. 54-2014, passed October 20, 2014, authorized the mayor and Director of Finance to accept the proposal of SmithGroup JJR to provide engineering services for the River Trail Phase 2 Project and appropriated funds therefore in an amount not to exceed \$24,400; and,

WHEREAS, Ordinance No. 55-2015, passed August 17, 2015, authorized the Mayor and Director of Finance to accept the proposal of SmithGroup JJR to provide engineering services for the River Trail Phase 2 Project and appropriated \$73,400 for those services; and,

WHEREAS, Ordinance No. 22-2017, passed March 6, 2017, authorized the Mayor and Director of Finance to accept the proposal of SmithGroup JJR to provide design services for the River Trail Phase 2 Project and appropriated an amount not to exceed \$26,400 for those services; and,

WHEREAS, the River Trail Phase 2 Project plans have been finalized and submitted to the Ohio Department of Natural Resources for its review and approval and the City plans to move forward with the construction of the project as soon as the plans are approved; and,

WHEREAS, the Director of Public Service, by report dated April 11, 2017, has recommended acceptance of the proposal of SmithGroup JJR to provide the construction engineering services for the River Trail Phase 2 Project at a cost of \$55,400.

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

SECTION 1. That the Mayor and the Director of Finance be, and they hereby are, authorized to sign the proposal of SmithGroup JJR on behalf of this City, thereby indicating such approval and acceptance said proposal for the construction engineering services for the River Trail Phase 2 Project.

SECTION 2. That to provide funds for said services hereby authorized, there is hereby allocated from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore allocated to **Account No. 401-7750-53585 – River Trail Project**, an amount not to exceed Fifty-Five Thousand Four Hundred Dollars (\$55,400.00).

SECTION 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 4. That the Clerk of Council is hereby directed to post a copy of this Ordinance in the Office of the Clerk of Council in the Municipal Building pursuant to ARTICLE III, Section 12, of the Charter of this City.

SECTION 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that proposal for said professional services should be approved immediately so that the River Trail Phase 2 Project can continue moving forward at the earliest possible time. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval

by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

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

Passed, _____, 2017, as an emergency measure.

President of Council

APPROVED AS TO FORM:

ATTEST:

Director of Law

Clerk of Council

APPROVED:

Mayor

Date

11c

ORDINANCE NO. 35 -2017

ACCEPTING AN EASEMENT FROM FLOWER HOSPITAL AND PROMEDICA CONTINUING CARE SERVICES FOR THE PURPOSE OF MAINTAINING AND INSTALLING A BIKE PATH; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Sylvania desires to construct, install and maintain a bike path over a portion of ProMedica Flower Hospital's property located at 5200 Harroun Rd., Sylvania, Ohio; and,

WHEREAS, the Director of Law has obtained the necessary easement from Flower Hospital and ProMedica Continuing Care Services Corporation, which easement has been executed and tendered to the City of Sylvania and a copy of said easement in the form and substance of "Exhibit A" is attached hereto and made a part hereof.

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

SECTION 1. That the easement as to executed and tendered as described on "Exhibit A" be, and the same hereby is, accepted from Flower Hospital, an Ohio nonprofit corporation and ProMedica Continuing Care Services Corporation, f/k/a Crestview of Ohio, Inc., an Ohio nonprofit corporation, the grantors therein.

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

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

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

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

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

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

Passed, _____, 2017, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

TRAIL EASEMENT AGREEMENT

This **TRAIL EASEMENT AGREEMENT** (“*Agreement*”) is made and entered into as of September ____ 2016 by and between Flower Hospital, an Ohio nonprofit corporation and ProMedica Continuing Care Services Corporation (f/k/a Crestview of Ohio, Inc.), an Ohio nonprofit corporation (herein, collectively, the “*Hospital*”) and City of Sylvania, an Ohio municipal corporation (“*City*”).

I. BACKGROUND.

- 1.01. **Hospital Campus.** Hospital owns and operates a hospital and related medical facilities campus in the City of Sylvania, Ohio comprising approximately ____ acres bounded generally by Harroun Road to the west, I-475 to the east, and the Ottawa River to the north (the “*Hospital Campus*”). The Hospital Campus is identified on **Exhibit A-1** attached hereto and legally described on **Exhibit A-2** attached hereto.
- 1.02. **Sylvania River Trail.** City has created and operates for the benefit of its citizens and the broader community the “*Sylvania River Trail*,” which offers recreational users, free of charge, opportunities for walking, bicycling (non-motorized), hiking, jogging, snowshoeing, cross-country skiing, bird/wildlife watching, nature study, and use of power-driven mobility devices for persons who have mobility impairments. The western trailhead of the Sylvania River Trail is at Main Street and its eastern trailhead is at Harroun Road across from the northernmost portion of the Hospital Campus.
- 1.03. **Trail Easement Area.** City has requested that the Hospital grant and convey to the City a non-exclusive easement in favor of the City for the City’s development, maintenance and operation of a recreational trail to extend the Sylvania River Trail along the southern side of the Ottawa River connecting from Harroun Road across the northern boundary of the Hospital Campus to the Hospital’s east boundary at I-475, the location of which easement is identified on **Exhibit B-1** attached hereto and shown on the survey attached hereto as **Exhibit B-2** (the “*Trail Easement Area*”). Unless the context clearly requires otherwise, references herein to the “*Sylvania River Trail*” refer to the portion of the Sylvania River Trail to be constructed, maintained, repaired and operated within the Trail Easement Area.
- 1.04. **Donation by Hospital; Naming Rights.** The grant and conveyance by the Hospital to the City of the easement and rights and privileges described herein are intended and shall be deemed a donation by the Hospital to the City, subject to the terms of this Agreement, the monetary value of which in-kind donation the City agrees is substantial. The Hospital has also agreed to donate

to the City, the sum of \$400,000, in five (5) equal installments of \$80,000, the first payment to be made sixty (60) days after the date of this Agreement and each subsequent installment payable on each succeeding anniversary of such payment date. The City agrees to recognize the foregoing donations through naming rights in favor of the Hospital (or the Hospital's designee), which rights shall be recognized via (i) signage to be located on the Sylvania River Trail within the Trail Easement Area (at the Harroun Road Trailhead and again within the Trail Easement Area), such signage at the expense of Hospital and which signage shall be mutually agreed upon between the City and Hospital, and (ii) within literature and other media developed by or for the City advertising/describing the Sylvania River Trail.

NOW THEREFORE, in consideration of the foregoing Background which is incorporated below as if written below in its entirety, and the mutual promises, covenants, terms and conditions of this Agreement, Hospital and City agree as follows:

II. GRANT OF EASEMENT.

- 2.01. Trail Easement.** Subject to the terms, covenants and conditions of this Agreement, Hospital grants and conveys to City, during the Term, a non-exclusive easement over and across the Trail Easement Area for the construction, installation, maintenance, repair and operation of Trail Facilities (as hereinafter defined) and the right to make available to the public an easement and license and right-of-way over the Sylvania River Trail to use the Trail Facilities for the Permitted Trail Uses (as hereinafter defined).
- 2.02. Trail Facilities.** The "*Trail Facilities*" shall include (i) a trail comprised of wood chips, gravel, or other porous surface, or paved or covered surface with other material as may be required by applicable law, (ii) steps, railings, and other trail surface structures (inclusive of erosion control structures), as well as bridges and culverts for traversing wet areas within the Trail Easement Area, (iii) a reasonable number of waste receptacles (provided the same covered and/or otherwise provide for retaining rubbish so that rubbish placed in the receptacles cannot be removed or released from the receptacle except by personnel authorized by City), signs for wayfinding, interpretive purposes and to indicate the interest of the City and its beneficiaries (i.e., recreational users of the Sylvania River Trail), (iv) lighting fixtures for illumination of the Sylvania River Trail, monitoring devices, and/or emergency communication facilities, (v) electric utilities to serve lighting fixtures, monitoring devices, and emergency communication facilities within the Trail Easement Area, and (vi) fencing, gates, and barriers to control access. Without expanding the "*Trail Facilities*" permitted as described above, in no event shall City be permitted to construct or install within the Trail Easement Area picnic tables, benches, bicycle racks, sound or other audio equipment or systems (i.e., but excluding emergency communication equipment which may be installed subject to Hospital's prior approval), temporary or permanent buildings, mobile homes, advertising signs, billboards or other advertising materials or other structures (other than such structures as expressly permitted above).
- 2.03. Permitted Trail Uses.** "*Permitted Trail Uses*" include only (i) pedestrian, non-motorized (except as expressly permitted herein), passive recreational trail purposes such as walking, hiking, bicycling (non-motorized), jogging, snowshoeing, cross-country skiing, bird/wildlife watching, nature study, and use of power-driven mobility devices for persons who have mobility impairments, and (ii) use and operation of emergency vehicles in the case of medical or safety

emergencies within the Trail Easement Area, and construction and maintenance vehicles subject to the limitations provided in this Agreement. Without expanding the “Permitted Trail Uses” as described above, in no event shall the City use or permit the use of the Trail Easement Area for any of the following (v) motorized vehicles except as expressly permitted above, (w) events such as “runs” or competitive races, (x) camping, picnicking or other stationary activity, and/or fires, (y) hunting, fishing and/or horseback riding, and/or (z) any activity which creates excessive noise or light which disturbs or interferes with the use, occupancy and/or enjoyment of the medical facilities adjacent to the Sylvania River Trail. Use of the Sylvania River Trail shall be limited to dawn to dusk.

- 2.04. **Limited License for Construction and Maintenance Access Rights.** Hospital grants and conveys to City, its employees, contractors, and subcontractors during the Term, a limited license for ingress and egress over and across those portions of the Hospital Campus as designated from time-to-time by Hospital to access the Trail Easement Area for construction, maintenance and repair of the Sylvania River Trail (and the Trail/Buffer Area Improvements as defined herein) as permitted under this Agreement (the “*Hospital Campus Access Rights*”). The Hospital Campus Access Rights shall, in each case with the exception of an emergency, be utilized only after at least three (3) days’ written notice to Hospital (the “*Access Notice*”). The Access Notice shall include (i) the purpose for which such access is being requested, (ii) the identification of all employees/contractors who will be utilizing Access Rights, and (iii) such additional information as Hospital may reasonably request. Hospital may impose reasonable conditions on the Hospital Campus Access Rights including, among other conditions, the time of day permitted, the identification required to be displayed for personnel/contractors and/or vehicles, and the area(s) of the Hospital Campus which may be utilized by certain types of vehicles. In no event shall the City use or permit the use of the Hospital Campus Access Rights which disturbs or interferes with the use, occupancy and/or enjoyment of the medical facilities at the Hospital Campus. City shall promptly repair and restore any portion of the Hospital Campus (excluding the Trail Easement Area) damaged by City, its employees, contractors, subcontractors to the condition the same were in immediately prior to such damage.
- 2.05. **No Charge for Access.** The City shall not charge a fee or permit any charge or fee for the use of the Sylvania River Trail, Trail Easement Area, or Trail Facilities.

III. SYLVANIA RIVER TRAIL CONSTRUCTION, MAINTENANCE, OPERATION.

3.01. **Construction.**

a. City shall construct the Sylvania River Trail within the Trail Easement Area comprised of the Trail Facilities as approved by Hospital, in writing, which approval shall not be unreasonably withheld. Prior to any initial construction or material modification of the Trail Facilities, City shall submit to Hospital its plans and specifications for the Trail Facilities (the “*Trail Facilities Plans*”). Hospital shall have, after receipt of the Trails Facilities Plans, thirty (30) days to review and approve the Trail Facilities Plans. Hospital shall identify in writing any Trail Facilities Plans which are not acceptable, and Hospital and City shall work together to adjust the Trail Facilities Plans as reasonably required to accommodate Hospital’s objections. City agrees and acknowledges that the Hospital has an overriding desire and commitment to preserve and protect

the uninterrupted, peaceful, quiet use and enjoyment of its medical facilities adjacent to the Sylvania River Trail, which use and enjoyment includes the view of scenery outside of such facilities (inclusive of the areas which will include the Sylvania River Trail), the quiet and peaceful, natural, surroundings on the east(?) side of such medical facilities, as well as the use of the medical facilities. The Hospital's comments/objections to the Trail Facilities Plans, if any, will be consistent with the foregoing desire and commitment and related objectives.

b. Without limiting the foregoing, City shall lay out, construct, develop, operate and maintain the Sylvania River Trail in a manner which protects the Trail Easement Area and abutting land and vegetation from erosion and minimizes removal and damage to vegetation. City shall not suffer or permit unreasonable cutting or removing of vegetation except for dead, dying or diseased vegetation that poses a risk to users of or the condition of the Sylvania River Trail, provided City shall manage vegetation in and along the Sylvania River Trail through selective planting of grasses, trees, shrubs, and plant materials and/or removal of trees or exotic or nuisance plant species, in order to enhance the scenic, natural and ecological value of the Trail Easement Area.

c. City shall not use or permit the use of herbicides, pesticides, growth inhibitors or other toxic substances within or adjacent to the Trail Easement Area, except to control invasive species and then only upon at least ten (10) days' written notice to Hospital identifying the substance proposed and applicable material data safety sheet information, nor shall the City suffer or permit the placement, collection, storage, of trash, chemicals, hazardous or toxic substances, or any unsightly materials within or about the Trail Easement Area.

3.02. Maintenance. City shall maintain the Sylvania River Trail, Trail Facilities, and Trail Easement Area in a clean, sanitary, and safe condition and, without limitation, in a manner which limits the use of the Sylvania River Trail to the Trail Permitted Uses. Without limiting the foregoing, City shall cause the Trail Easement Area to be mowed, cleared of noxious weeds, policed for litter and trash and otherwise maintained in a lawful condition including, all applicable building, safety, sanitation, environmental, and accessibility laws and regulations and, to the extent they impose greater maintenance obligations or more clarity as to the City's maintenance obligations, in conformity with the Maintenance Specifications set forth in **Exhibit C** attached hereto.

3.03. Lighting. Any lighting fixtures installed by City within the Trail Easement Area shall be designed and operated in a manner which does not illuminate areas outside of the Trail Easement Area. Without limiting the foregoing, no lighting fixtures shall be installed in the area of the Trail Easement Area within and/or adjacent to the Trail/Campus Buffer Area. All lighting fixtures shall be no higher than two feet (2') above the trail grade (or in the case of elevated walkways, the surface of the walkways). Nothing in this Section 3.03 is intended to expand the time of use permitted in Section 2.03 (i.e., dawn to dusk).

3.04. Trail/Campus Buffer Area. The area of the Trail Easement Area closest to Hospital's medical facilities, which area is identified on the drawing attached as **Exhibit B-1**, will be referred to as the "**Trail/Campus Buffer Area.**" City agrees to improve, install and maintain during the Term, the improvements described on **Exhibit D** attached hereto (the "**Trail Buffer Area Improvements**").

- 3.05. **No Obligation of Hospital.** Hospital shall have no responsibility to City or the general public for the construction, maintenance, or operation of the Sylvania River Trail and, without limitation, Hospital shall not be responsible for costs associated with the construction, maintenance and operation of the Sylvania River Trail and Trail Facilities except as provided in Section 1.04 relative to Hospital's contribution.
- 3.06. **Costs of Construction/Maintenance.** City shall cause all construction, reconstruction, maintenance and use of the Trail Easement Area by the City or its employees, contractors, and other agents and invitees (inclusive of the general public) to be done at no cost to Hospital and in a manner which does not create indebtedness to the Hospital and/or create a lien on the Trail Easement Area or any portion of the Hospital Campus. Upon request of Hospital, City will furnish to Hospital (i) mechanics lien waivers from all contractors and subcontractors agents of City which supply materials or perform labor to or for the Trail Easement Area, and (ii) certificates of workers compensation, liability, builders risk insurance coverages of the City, its contractors, subcontractors, or agents in amounts and types which Hospital requires of its contractors performing work at the Hospital Campus, which insurance coverages name Hospital as an additional insured (provided, if the Hospital does not make any such request, then City cause its contractors and subcontractors to provide the insurance required under Section 5.04 below). City shall promptly obtain a release (whether by posting a bond or otherwise) of any lien filed against the Trail Easement Area or any portion of the Hospital Campus by any third party in connection with labor performed or materials furnished by such third party in connection with the Trail Easement Area and/or Sylvania River Trail. In no event shall Hospital or any portion of the Hospital Campus be liable for any of the costs and expenses of performing the construction, reconstruction, maintenance, repair and other services and materials which the City is permitted to have performed or placed on the Trail Easement Area and/or Hospital Campus under this Agreement. City shall not cause or permit a notice of commencement or any other filing (other than this Agreement) for record without the Hospital's prior written consent.
- 3.07. **Taxes.** City shall pay all taxes, assessments, fees and charges of whatever description (if any) levied on or assessed against the Sylvania River Trail, Trail Facilities, and/or Trail Easement Area by any competent authority. In the event City intends to file for real estate tax abatement or other relief, it shall coordinate the timing and content of any application with Hospital.

IV. TERM.

- 4.01. **Term.** The City's rights granted under this Agreement shall commence on the date of this Agreement and expire at the end of the calendar month which includes the fortieth (40th) anniversary of this Agreement or, if earlier, the date the Sylvania River Trail is no longer needed or desirable as determined by City and/or is abandoned (i.e., not in use and/or maintained by the City for a period in excess of twelve (12) consecutive months). Notwithstanding the foregoing, if the City commits an Event of Default (as hereinafter defined) then, without limiting any other remedies the Hospital may have by reason of such Event of Default, at Hospital's option, the Term and all rights of the City granted in this Agreement will be terminated effective upon a date specified by Hospital in a notice given at any time after such Event of Default, which termination date will be no less than thirty (30) days after the date the notice was given. The City may terminate this Agreement upon written notice to Hospital, which termination shall be effective as of the date set forth in the City's notice but not earlier than thirty (30) days after such notice.

- 4.02. **Termination Documentation.** Upon termination of this Agreement, City and Hospital shall execute a document in recordable form which states that the Term has been terminated, with the cost of recording the same to be borne by the recording party.

V. INDEMNIFICATION AND INSURANCE.

- 5.01. **Public Enters at Own Risk.** Use of any portion of the Sylvania River Trail and Trail Easement Area by members of the general public is at their own risk. Neither City nor Hospital by entering into this Agreement assume any duty to or for the benefit of the general public for defects in the location, design, installation, maintenance, or repair of the Trail Facilities; for any unsafe conditions within the Trail Easement Area; for the failure to inspect for or warn against possibly unsafe conditions; or to close the Trail Facilities to public access when unsafe conditions may be present. City will endeavor to repair damaged Trail Facilities but has no duty to do so unless and until City receives actual notice in accordance with Section 8.05 of this Agreement of the need to repair an unreasonably dangerous condition.
- 5.02. **Immunity under Applicable Law.** Nothing in this Agreement limits the ability of City and Hospital to avail themselves of the protections offered by applicable law affording immunity to City and Hospital inclusive of, to the extent applicable, the Ohio recreational user statutes: ORC Sections 1533.18 and 1533.181 (as amended from time to time).
- 5.03. **Indemnification by City.** To the fullest extent permitted by law, City agrees to and shall indemnify, defend, and hold Hospital harmless from and against all Losses and Litigation Expenses (as such terms are defined herein) resulting from (i) property damage and/or personal injuries that occur or are alleged to occur as a result of the City's design, installation, maintenance and/or operation of the Sylvania River Trail, or Trail Facilities, and (ii) the breach of the obligations of the City under this Agreement, except in any event to the extent caused by the negligent acts or omissions of Hospital. As used in this Section 5.03, "**Losses**" means any liability, loss, claim, settlement payment, cost and expense, interest, award, judgment, damages, (inclusive of punitive damages), diminution in value, fines, fees, and penalties or other charge other than a Litigation Expense. As used in this Section 5.03, "**Litigation Expense**" means any court filing fee, court cost, arbitration fee or cost, witness fee, and each other fee and cost of investigating and defending or asserting any claim of violation or for indemnification under this Agreement including in each case, attorneys' fees, other professionals' fees, and disbursements.
- 5.04. **Insurance.**
- a. **City Insurance.** Following completion of initial construction of the Trail Facilities, City shall maintain commercial general liability insurance, including personal injury and blanket contractual liability insurance covering obligations with respect to injuries to persons and property described in Section 5.03 above, with a financially responsible insurer authorized to do business in Ohio in amounts not less than Two Million Dollars (\$2,000,000.00) per occurrence and not less than Five Million Dollars (\$5,000,000.00) in the aggregate with respect to occurrences or events upon the Trail Easement Area and activities of City in connection with the construction, installation, repair and maintenance of the Trail Facilities as a whole. City shall be responsible for the payment of all premiums and deductibles under such insurance. Such

insurance policies shall (i) provide primary coverage; (ii) be written on an occurrence, not a claims made, basis; (iii) name the Hospital and all mortgagees (inclusive of leases intended for security) of the Hospital Campus as additional insureds; and (iv) provide that the insurer will deliver written notice to the Hospital at least thirty (30) days before expiration or cancellation of such policies. City shall promptly furnish Hospital with certificates evidencing such insurance upon request. The provision of this Section 5.04 requiring City and its contractors to carry insurance shall not be construed as waiving or limiting the obligations of City under Section 5.03 of this Agreement or any other provision of this Agreement.

b. Contractors' Insurance. City shall require each contractor and subcontractor performing repair, replacement, modification or maintenance of Trail Facilities to maintain: (i) workers' compensation insurance or self-insurance coverage in amounts not less than those required by law; (ii) commercial general liability insurance on an occurrence basis of at least Two Million Dollars (\$2,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate; and (iii) motor vehicle liability insurance covering owned, non-owned and leased vehicles with limits of not less than One Million Dollars (\$1,000,000.00) for bodily injury and property damage.

c. Insurance Limits. Hospital reserves the right, after every fifth (5th) anniversary of this Agreement (i.e., after the 5th, 10th, 15th.... etc. anniversaries) to require City and City's contractors to provide increased limits of insurance to reflect, as reasonably determined by Hospital, since the date of this Agreement or most recent increase in such limits, which Hospital shall determine with reference to changes in the Consumer Price Index, All Cities, All Items as published by the United States Department of Labor, Bureau of Labor Statistics or, if no such Index is published, then a comparable index. Upon City's receipt of the Hospital's notice under this Section 5.04.c, the City's insurance limits under subparagraph 5.04.a above and contractors/subcontractors limits under subparagraph 5.04.b above shall be adjusted accordingly.

VI. DEFAULT.

6.01. Event of Default. An "*Event of Default*" or "default" shall mean, whenever used in this Agreement, any failure by the City or the City's employees, contractors, subcontractors and other agents and invitees, (including without limitation members of the general public) to observe and perform and covenant, condition or agreement in this Agreement on its part to be observed or performed and the lapse of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, given to the City by Hospital.

6.02. Remedies.

a. Legal and Equitable Relief. If there is an Event of Default, Hospital shall be entitled to all rights and remedies at law or in equity, including specific performance and injunctive relief (without the requirement to post a bond or other security or collateral, such requirement hereby waived by City) or other equitable relief, notwithstanding availability of an adequate remedy at law (nothing herein being a concession that such an adequate remedy of law exists).

b. Self-Help. If there is an Event of Default, Hospital may, but shall have no obligation to, perform such actions as may, in the Hospital's sole discretion, be necessary to correct or remedy

the default, and any amounts expended by Hospital to perform such actions shall be reimbursed to Hospital by City immediately upon written request from Hospital. Nothing in this Section 6.02.b is intended to imply that Hospital must or will take any such action.

VII. HOSPITAL RESERVED RIGHTS.

- 7.01. **Reservation.** Hospital shall have the right to use the Trail Easement Area for (i) installation, maintenance, repair, and replacement, above and below ground, of utilities equipment, conduit, and related facilities, (ii) access to/from and from/to the Hospital's property on the north side of the Trail Easement Area from/to and to/from the Hospital's property on the south side of the Trail Easement Area, and (iii) such other use or uses which do not unreasonably interfere with the use of the Trail Easement Area as permitted under this Agreement. If any utilities, conduit or related facilities are installed below ground in the Trail Easement Area, to the extent the Trail is disturbed by such installation, the Hospital will restore the Trail to its former condition.

VIII. MISCELLANEOUS.

- 8.01. **Waiver; Election of Remedies.** One or more waivers of any covenant or condition by Hospital shall not be construed as a waiver of a subsequent breach of the same covenant or condition. The consent or approval by Hospital to any act by City requiring the Hospital's consent or approval shall not be deemed to render unnecessary Hospital's consent or approval to or of any subsequent similar act by City. The failure to insist upon a strict performance of any term, condition or covenant contained in this Agreement shall not be deemed a waiver of any rights or remedies that Hospital may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants herein contained, and any such failure shall not be construed as creating a custom of accepting other than strict performance or as modifying in any way the terms, covenants or conditions of this Agreement. No breach of a covenant or condition of this Agreement shall be deemed to have been waived unless such waiver is in writing. The rights and remedies under this Agreement or under any specific Section, subsection or clause hereof shall be cumulative and in addition to any and all other rights and remedies Hospital has or may have elsewhere under this Agreement or at law or equity, whether or not such Section, subsection or clause expressly so states.
- 8.02. **Entire Agreement.** All Exhibits, Addenda and Rider(s), if any, attached hereto form a part of this Agreement and shall be given full force and effect, as fully as if set forth at length herein. This Agreement and said Exhibits, Addenda and Rider(s), if any, so attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between City and Hospital concerning the Sylvania River Trail, Trail Facilities, Trail Easement Area and Hospital Campus, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth. City has not relied upon any representation of Hospital or its agents, other than any items contained in this Agreement, as an inducement to enter into this Agreement. No alteration, amendment, change or addition to this Agreement shall be binding upon City or Hospital unless reduced to writing and signed by each party.
- 8.03. **Construction.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint

venture between the parties hereto, it being understood and agreed that neither any provision contained herein, nor any acts of the parties herein shall be deemed to create any relationship between the parties hereto other than the relationship of the Hospital as a grantor of the easements, rights and duties herein and the City as the grantee of such easement, rights and duties. Whenever herein the singular number is used the same shall include the plural, and the masculine gender shall include the feminine and neuter genders. This Agreement has been jointly prepared and reviewed by Hospital and its professional advisors and City and its professional advisors. Hospital, City and their respective advisors believe that this Agreement is the product of all of their efforts, it expresses their agreement, and, therefore, this Agreement shall not be interpreted in favor of either Hospital or City Tenant or against either Hospital or City merely because of their efforts in preparing it.

- 8.04. Delays; Time of the Essence.** In the event that either party hereto shall be delayed in the performance of its obligations under this Agreement by reason of strikes, lockouts, labor troubles, inability to procure materials or shall at any time be so delayed by reason of failure of power, restrictive governmental laws or reasons of a similar nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Except for those matters set forth in this Section, time is of the essence to all provisions of this Agreement.
- 8.05. Notices.** Any notices, consents, approvals, disapprovals, waivers, elections, submissions, requests or demands required or permitted to be given under this Agreement shall be in writing (whether or not expressly so provided) and shall be delivered personally or shall be sent by hand-delivery, prepaid registered or certified mail, or by overnight courier service, or by electronic mail, in each such case addressed to Hospital or City Lessee at their principal administrative office and/or at such other address or addresses as City or Hospital may notify the other in writing and such notice shall be deemed received by the other party upon the earlier of receipt (which, if by hand delivery, shall be deemed to be the date the notice is hand-delivered to the notice address if a Business Day, otherwise, the next Business Day) or, in the case of delivery by prepaid registered or certified mail, three (3) business days from the date the same is deposited for delivery with the U.S. Post Office or, in the case of overnight courier service, the day after depositing such notice with the courier service provided such deposit is made timely to permit the courier service to deliver the same the next day after the date of deposit), or in the case of fax, hand delivery or electronic mail, the date of such transmission or hand delivery provided the same is transmitted before 5:00 p.m. on a Business Day, otherwise the next Business Day.
- 8.06. Time; Business Day.** In computing any period of time prescribed by this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not one of the aforementioned days. Without limiting the generality of the foregoing, any act, for which the last due date falls on a Saturday, a Sunday, or a legal holiday, shall be due on the next day which is not one of the aforementioned days. "Business Day" means any weekday (Monday – Friday) which is not a "legal public holiday" under 5 U.S.C. 6103 (currently, New Year's Day, January 1; birthday of Martin Luther King, Jr., the third Monday in January; Washington's Birthday, the third Monday in February; Memorial Day, the last Monday in May; Independence

Day, July 4; Labor Day, the first Monday in September; Columbus Day, the second Monday in October; Veterans Day, November 11 unless November 11 is a Sunday in which case Veterans Day is November 12; Thanksgiving Day, the fourth Thursday in November; and Christmas Day, December 25). (NOTE: any of the foregoing days which are on a weekend are typically observed on the closest weekday).

- 8.07. **Captions and Section Numbers.** The captions, section numbers, article numbers, and index appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections or articles of this Lease, nor in any way affect this Agreement.
- 8.08. **Existing Matters of Record; Mineral Rights.** This Agreement and the rights and privileges herein granted and conveyed are and shall be subject to all zoning and building laws, ordinances and regulations, liens, encumbrances, easements, agreements, and restrictions of record, and real estate taxes and installments of assessments due and payable. Nothing herein is intended nor shall be deemed to be a grant or conveyance of mineral rights inclusive of rights to oil, gas, coal, or other minerals and/or subsurface deposits, inclusive of water, all of which are hereby reserved to and by Hospital.
- 8.09. **Binding Effect; Assignment Prohibited.** This Agreement shall be binding upon and shall inure to the benefit of the City and Hospital and their respective successors and assigns and their successors and assigns in fee simple title ownership of the Sylvania River Trail and Hospital Campus, inclusive of the Trail Easement Area. All provisions hereof shall bind and run with the land. This Agreement and the rights herein granted shall be subject to all applicable governmental laws and ordinances and in the event any provision of this Agreement is deemed to be void or unenforceable, all other provisions hereof shall remain in full force and effect. Notwithstanding the foregoing, City may not assign all or any portion of its rights, privileges, or duties under this Agreement without the prior written consent of Hospital. Any attempted assignment by City without Hospital's written consent shall be deemed void *ab initio* and a material breach of this Agreement.
- 8.10. **Counterparts.** This Agreement may be executed and delivered in any number of duplicate counterparts, each counterpart so delivered which bears the signature or a facsimile thereof of a party hereto shall be binding as to such party and all counterparts shall together constitute one original and the same instrument. The exchange of copies of this Agreement and of signature pages by electronic mail or facsimile transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes.

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]
[SIGNATURE PAGES FOLLOW]

City and Hospital have executed this Lease as of the day and year first above written.

HOSPITAL

CITY

Flower Hospital

City of Sylvania, Ohio

By: _____
Neeraj Kanwal, MD, President

By: _____
Craig A. Stough, Mayor

**ProMedica Continuing Care Services
Corporation (f/k/a Crestview of Ohio, Inc.)**

By: _____
Toby A. Schroyer, Director of Finance

By: _____
Lee Hammerling, MD, President

ACKNOWLEDGEMENTS OF HOSPITAL AND CITY FOLLOW ON NEXT PAGE

Notary Public
My Commission Expires:_____

This Instrument Prepared by:

Leslie B. Brinning, Director of Law
City of Sylvania
6730 Monroe Street
Sylvania, Ohio 43560
(419) 885-7865

**Draft of October 28, 2016
For Discussion Purposes Only
By ProMedica**

EXHIBIT A-1

DRAWING SHOWING THE HOSPITAL CAMPUS

**Draft of October 28, 2016
For Discussion Purposes Only
By ProMedica**

EXHIBIT A-2

LEGAL DESCRIPTION OF HOSPITAL CAMPUS

**Draft of October 28, 2016
For Discussion Purposes Only
By ProMedica**

EXHIBIT B-1

DRAWING SHOWING

**TRAIL EASEMENT AREA
and
TRAIL/CAMPUS BUFFER AREA**

**Draft of October 28, 2016
For Discussion Purposes Only
By ProMedica**

EXHIBIT B-2

LEGAL DESCRIPTION OF TRAIL EASEMENT AREA

**Draft of October 28, 2016
For Discussion Purposes Only
By ProMedica**

EXHIBIT C

MAINTENANCE SPECIFICATIONS

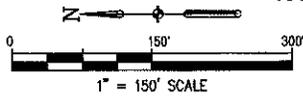
**Draft of October 28, 2016
For Discussion Purposes Only
By ProMedica**

EXHIBIT D

TRAIL BUFFER AREA IMPROVEMENTS

EASEMENT EXHIBIT

BEING A PART OF THE EAST 1/2 OF SECTION 10,
T9S, R6E, CITY OF SYLVANIA, LUCAS COUNTY, OHIO



HWY. US-23

WESTERLY US 23 RIGHT-OF-WAY (LIMITED ACCESS), ACCORDING TO OHIO DEPARTMENT OF TRANSPORTATION PLANS, LUC 23-12-28.

EASEMENT AREA C
PROPOSED 0.15 ACRE±
EASEMENT FOR INGRESS,
EGRESS, TO BE DEDICATED.
SEE SHEET 5.

ASSESSOR# 45-014-036
CRESTVIEW OF OHIO, INC.
5300 HARROUN ROAD
SYLVANIA, OH

POINT OF BEGINNING
(EASEMENT AREA C)

SURVEY LEGEND

- SECTION CORNER
- COMPUTED POSITION
- PROPOSED EASEMENT
- APPROX. STREAM LIMITS
- EASEMENT AREA A
- EASEMENT AREA B
- EASEMENT AREA C

S0°10'15"W
264.28'

EASEMENT AREA B
PROPOSED 0.74 ACRE±
EASEMENT FOR INGRESS,
EGRESS, TO BE DEDICATED.
SEE SHEETS 3 & 4.

ASSESSOR# 45-014-038
CRESTVIEW OF OHIO, INC.
5350 HARROUN ROAD
SYLVANIA, OH

CERTIFICATE

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

SMITHGROUPJJR, INC.

JOHN D. HEIKKINEN, PS
Ohio Professional Surveyor S-8526



ASSESSOR# 45-005-006
CRESTVIEW OF OHIO, INC.
6249 MONROE STREET
SYLVANIA, OH

POINT OF BEGINNING
(EASEMENT AREA B)

EASEMENT AREA A
PROPOSED 0.27 ACRE±
EASEMENT FOR INGRESS,
EGRESS, TO BE DEDICATED.
SEE SHEET 2.

POINT OF BEGINNING
(EASEMENT AREA A)

EASTERLY RW LINE OF HARROUN
ROAD PER 1988 PARCEL SPLIT
F-55, LUCAS COUNTY RECORDS

CENTER OF
SECTION 10, T9S, R6E
(CONCRETE MONUMENT)

SOUTH 1/4 CORNER,
SECTION 10, T9S, R6E
(CONCRETE MONUMENT)

N.-S. 1/4 LINE, SEC. 10

N0°09'29"E 2668.65'

CLIENT		CITY OF SYLVANIA	
SECTION 10,	SYLVANIA TOWNSHIP,	LUCAS COUNTY,	STATE OF OHIO
SMITHGROUP JJR		JOB NO. 50193.000	PAGE 1 OF 5
201 DEPOT STREET		DRAWN TJR	DATE 2/05/2016
ANN ARBOR, MI 48104		2ND FLOOR	734.662.4457

Note:
This easement was prepared from actual field measurements, in November 2009, and review of record plan information. This document does not represent a boundary survey, pursuant to OAC 4733-37.

EASEMENT EXHIBIT

BEING A PART OF THE NORTHEAST 1/4 OF SECTION 10,
T9S, R6E, CITY OF SYLVANIA, LUCAS COUNTY, OHIO

PROPOSED EASEMENT DESCRIPTION - EASEMENT AREA A

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

Commencing at the South 1/4 Corner of Section 10, T9N, R6E, City of Sylvania, Lucas County, Ohio, at a found concrete monument; thence along the North & South 1/4 line of said Section 10, N00°09'29"E 2668.65 feet to the Center of said Section 10 and a found concrete monument; thence along the East & West 1/4 line of said Section 10, N88°05'56"E 106.07 feet to a point on the Easterly Right-of-Way line of Harroun Road; thence along said Easterly Right-of-Way line, N07°10'07"W 153.89 feet to the POINT OF BEGINNING; thence continuing along said Easterly Right-of-Way line, N07°10'07"W 52.05 feet to a point; thence S41°03'36"E 28.25 feet to a point; thence 63.99 feet along the arc of a 85.00 foot radius circular curve to the left, with a central angle of 43°07'53", having a chord which bears S62°37'33"E 62.49 feet to a point; thence 110.44 feet along the arc of a 265.00 foot radius reverse circular curve to the right, with a central angle of 23°52'45", having a chord which bears S72°15'07"E 109.65 feet to a point; thence S60°18'44"E 150.09 feet to a point; thence 103.07 feet along the arc of a 285.00 foot radius circular curve to the left, with a central angle of 20°43'15", having a chord which bears S70°40'22"E 102.51 feet to said East & West 1/4 line of Section 10; thence along said East & West 1/4 line of Section 10, S88°05'56"W 90.79 feet to a point lying N88°05'56"E 289.31 feet from the Westerly Right-of-Way line of said Harroun Road; thence 23.52 feet along the arc of a 315.00 foot radius non-tangential circular curve to the right, with a central angle of 4°16'42", having a chord which bears N62°27'05"W 23.52 feet to a point; thence N60°18'44"W 150.09 feet to a point; thence 97.94 feet along the arc of a 235.00 foot radius circular curve to the left, with a central angle of 23°52'45", having a chord which bears N72°15'07"W 97.23 feet to a point; thence 71.57 feet along the arc of a 115.00 foot radius reverse circular curve to the right, with a central angle of 35°39'30", having a chord which bears N66°21'44"W 70.42 feet to the Point of Beginning, being a part of the Southwest 1/4 of the Northeast 1/4 of Section 10, T9S, R6E, City of Sylvania, Lucas County, Ohio, Containing 0.27 Acres of land, more or less.

Description Prepared by:

[Signature]
JOHN D. HEIKKINEN, PS
Ohio Professional Surveyor S-8526

3-17-16
DATE

CURVE TABLE					
Curve	Length	Radius	Delta	Chord Bearing	Chord Length
C1	63.99	85.00	43°07'53"	S62°37'33"E	62.49
C2	110.44	265.00	23°52'45"	S72°15'07"E	109.65
C3	103.07	285.00	20°43'15"	S70°40'22"E	102.51
C4	23.52	315.00	4°16'42"	N62°27'05"W	23.52
C5	97.94	235.00	23°52'45"	N72°15'07"W	97.23
C6	71.57	115.00	35°39'30"	N66°21'44"W	70.42

EASEMENT AREA A
PROPOSED 0.27 ACRE±
EASEMENT FOR INGRESS,
EGRESS, TO BE DEDICATED.

ASSESSOR# 45-005-006
CRESTVIEW OF OHIO, INC.
6249 MONROE STREET
SYLVANIA, OH

EASEMENT AREA B
SEE SHEETS 3 & 4.

ASSESSOR# 45-014-038
CRESTVIEW OF OHIO, INC.
5350 HARROUN ROAD
SYLVANIA, OH

CERTIFICATE

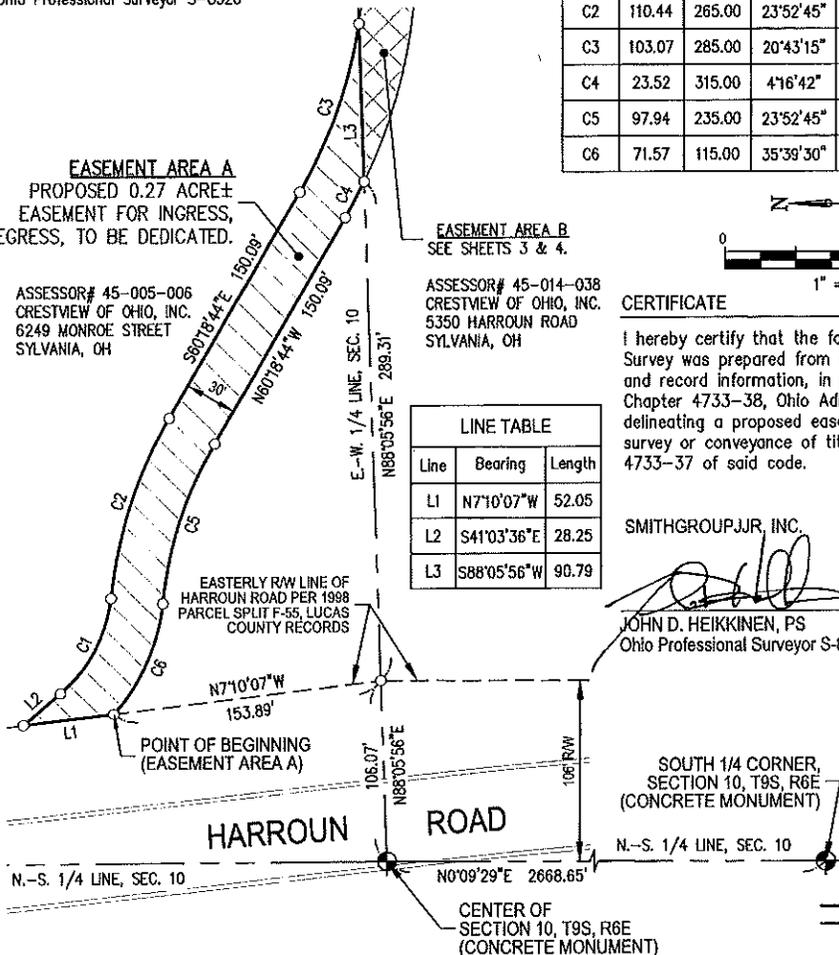
I hereby certify that the foregoing Easement Exhibit Survey was prepared from actual field measurements and record information, in partial accordance with Chapter 4733-38, Ohio Administrative Code, as delineating a proposed easement, not a boundary survey or conveyance of title, pursuant to Chapter 4733-37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

SMITHGROUPJJR, INC.

[Signature]
JOHN D. HEIKKINEN, PS
Ohio Professional Surveyor S-8526



LINE TABLE		
Line	Bearing	Length
L1	N7°10'07"W	52.05
L2	S41°03'36"E	28.25
L3	S88°05'56"W	90.79



SURVEY LEGEND

- SECTION CORNER
- COMPUTED POSITION
- PROPOSED EASEMENT
- APPROX. STREAM LIMITS
- EASEMENT AREA A
- EASEMENT AREA B
- EASEMENT AREA C

CLIENT		CITY OF SYLVANIA	
SECTION 10,	SYLVANIA TOWNSHIP,	LUCAS COUNTY,	STATE OF OHIO
SMITHGROUP JJR		JOB NO. 50193.000	PAGE 2 OF 5
		DRAWN TJR	DATE 2/05/2016
		201 DEPOT STREET	2ND FLOOR
		ANN ARBOR, MI 48104	734.662.4457

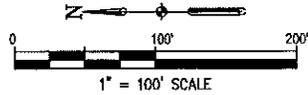
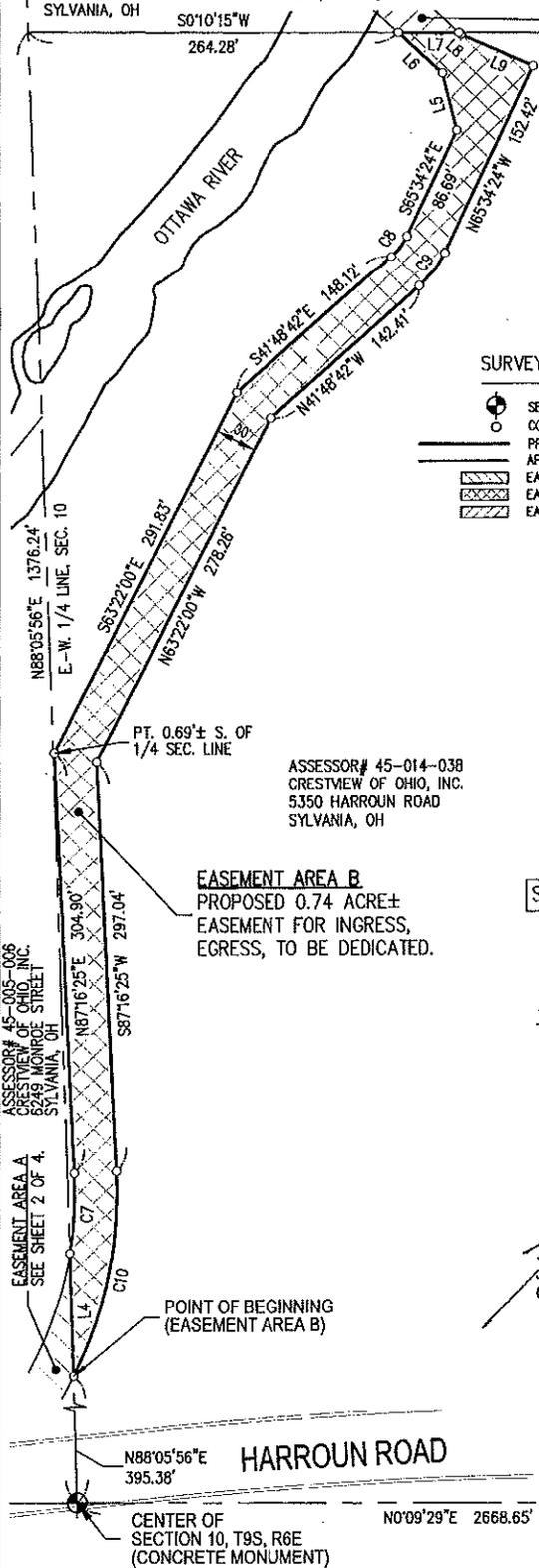
Note:
This easement was prepared from actual field measurements, in November 2009, and review of record plan information. This document does not represent a boundary survey, pursuant to OAC 4733-37.

EASEMENT EXHIBIT

ASSESSOR# 45-014-036
CRESTVIEW OF OHIO, INC.
5300 HARROUN ROAD
SYLVANIA, OH

BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 10,
T9S, R6E, CITY OF SYLVANIA, LUCAS COUNTY, OHIO

EASEMENT AREA C
SEE SHEET 5 OF 5



LINE TABLE		
Line	Bearing	Length
L4	N88°05'56"E	90.79
L5	N76°05'12"E	43.53
L6	N43°25'57"E	43.78
L7	S0°10'15"W	43.77
L8	S43°25'57"W	2.03
L9	S24°25'36"W	56.57

SURVEY LEGEND

- SECTION CORNER
- COMPUTED POSITION
- PROPOSED EASEMENT
- APPROX. STREAM LIMITS
- EASEMENT AREA A
- EASEMENT AREA B
- EASEMENT AREA C

CURVE TABLE					
Curve	Length	Radius	Delta	Chord Bearing	Chord Length
C7	58.16	285.00	11°41'35"	S86°52'47"E	58.06
C8	19.19	46.28	23°45'42"	S53°41'33"E	19.06
C9	31.63	76.28	23°45'42"	N53°41'33"W	31.41
C10	154.68	315.00	28°08'08"	N78°39'31"W	153.13

EASEMENT AREA B
PROPOSED 0.74 ACRE±
EASEMENT FOR INGRESS,
EGRESS, TO BE DEDICATED.

SEE SHEET 4 FOR LEGAL DESCRIPTION OF EASEMENT AREA B

CERTIFICATE

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

SMITHGROUP JJR, INC.

JOHN D. HEIKKINEN, PS
Ohio Professional Surveyor S-8526



SOUTH 1/4 CORNER,
SECTION 10, T9S, R6E
(CONCRETE MONUMENT)

CLIENT		CITY OF SYLVANIA	
SECTION 10,	SYLVANIA TOWNSHIP,	LUCAS COUNTY,	STATE OF OHIO
SMITHGROUP JJR		JOB NO. 50193.000	PAGE 3 OF 5
		DRAWN TJR	DATE 2/05/2016
		201 DEPOT STREET	2ND FLOOR
		ANN ARBOR, MI 48104	734.662.4457

Note:
This easement was prepared from actual field measurements, in November 2009, and review of record plan information. This document does not represent a boundary survey, pursuant to OAC 4733-37.

EASEMENT EXHIBIT

BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 10,
T9S, R6E, CITY OF SYLVANIA, LUCAS COUNTY, OHIO

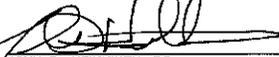
PROPOSED EASEMENT DESCRIPTION - EASEMENT AREA B

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

Commencing at the South 1/4 Corner of Section 10, T9N, R6E, City of Sylvania, Lucas County, Ohio, at a found concrete monument; thence along the North & South 1/4 line of said Section 10, N00°09'29"E 2668.65 feet to the Center of said Section 10 and a found concrete monument;
thence along the East & West 1/4 line of said Section 10, N88°05'56"E 395.38 feet to the POINT OF BEGINNING, passing through the Easterly Right-of-Way line of Harroun Road at 106.07 feet;
thence continuing along said East & West 1/4 line of Section 10, N88°05'56"E 90.79 feet to a point;
thence 58.16 feet along the arc of a 285.00 foot radius circular curve to the left, with a central angle of 11°41'35", having a chord which bears S86°52'47"E 58.06 feet to a point;
thence N87°16'25"E 304.90 feet to a point;
thence S63°22'00"E 291.83 feet to a point;
thence S41°48'42"E 148.12 feet to a point;
thence 19.19 feet along the arc of a 46.28 foot radius circular curve to the left, with a central angle of 23°45'42", having a chord which bears S53°41'33"E 19.06 feet to a point;
thence S65°34'24"E 86.69 feet to a point;
thence N76°05'12"E 43.53 feet to a point;
thence N43°25'57"E 43.78 feet to a point;
thence S00°10'15"W 43.77 feet to a point;
thence S43°25'57"W 2.03 feet to a point;
thence S24°25'36"W 56.57 feet to a point;
thence N65°34'24"W 152.42 feet to a point;
thence 31.63 feet along the arc of a 76.28 foot radius circular curve to the right, with a central angle of 23°45'42", having a chord which bears N53°41'33"W 31.41 feet
thence N41°48'42"W 142.41 feet to a point;
thence N63°22'00"W 278.26 feet to a point;
thence S87°16'25"W 297.04 feet to a point;
thence 154.68 feet along the arc of a 315.00 foot radius circular curve to the right, with a central angle of 28°08'08", having a chord which bears N78°39'31"W 153.13 feet to the Point of Beginning, being a part of the Southeast 1/4 of Section 10, T9S, R6E, City of Sylvania, Lucas County, Ohio.

Containing 0.74 Acres of land, more or less.

Description Prepared by

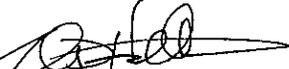

JOHN D. HEIKKINEN, PS
Ohio Professional Surveyor S-8526

3-17-16
DATE

CERTIFICATE

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

SMITHGROUPJJR, INC.


JOHN D. HEIKKINEN, PS
Ohio Professional Surveyor S-8526



CLIENT		CITY OF SYLVANIA	
SECTION 10,	SYLVANIA TOWNSHIP,	LUCAS COUNTY,	STATE OF OHIO
SMITHGROUP JJR	JOB NO. 50193.000	PAGE 4 OF 5	
	DRAWN TJR	DATE 2/05/2016	
	201 DEPOT STREET	2ND FLOOR	
	ANN ARBOR, MI 48104	734.662.4457	

Note:
This easement was prepared from actual field measurements, in November 2009, and review of record plan information. This document does not represent a boundary survey, pursuant to OAC 4733-37.

EASEMENT EXHIBIT

BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 10,
T9S, R6E, CITY OF SYLVANIA, LUCAS COUNTY, OHIO

PROPOSED EASEMENT DESCRIPTION - EASEMENT AREA C

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

Commencing at the South 1/4 Corner of Section 10, T9N, R6E, City of Sylvania, Lucas County, Ohio, at a found concrete monument;
thence along the North & South 1/4 line of said Section 10, N00°09'29"E 2668.65 feet to the Center of said Section 10 and a found concrete monument;
thence along the East & West 1/4 line of said Section 10, N88°05'56"E 1376.24 feet to a point passing through the Easterly
Right-of-Way line of Harroun Road at 106.07 feet;
thence S00°10'15"W 264.28 feet to the POINT OF BEGINNING,
thence N43°25'57"E 112.34 feet to a point;
thence N85°03'22"E 45.26 feet to a point;
thence S70°33'49"E 69.04 feet to a point on the Westerly Right-of-Way line of US Highway 23 (Limited Access),
thence along said Westerly Right-of-Way line of US Highway 23, S01°08'40"E 32.05 feet to a point;
thence N70°33'49"W 69.51 feet to a point;
thence 8.51 feet along the arc of a 20.00 foot radius circular curve to the left, with a central angle of 24°22'50", having a chord which
bears N82°45'14"W 8.45 feet to a point;
thence S85°03'22"W 19.26 feet to a point;
thence 7.26 feet along the arc of a 10.00 foot radius circular curve to the left, with a central angle of 41°37'25", having a chord
which bears S64°14'39"W 7.11 feet to a point;
thence S43°25'57"W 129.01 feet to a point;
thence N00°10'15"E 43.77 feet to the Point of Beginning, being a part of the Southeast 1/4 of Section 10, T9S, R6E, City of Sylvania, Lucas
County, Ohio.

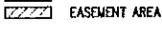
Containing 0.15 Acres of land, more or less.

Description Prepared by:

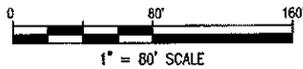

JOHN D. HEIKKINEN, PS
Ohio Professional Surveyor S-8526

3-17-16
DATE

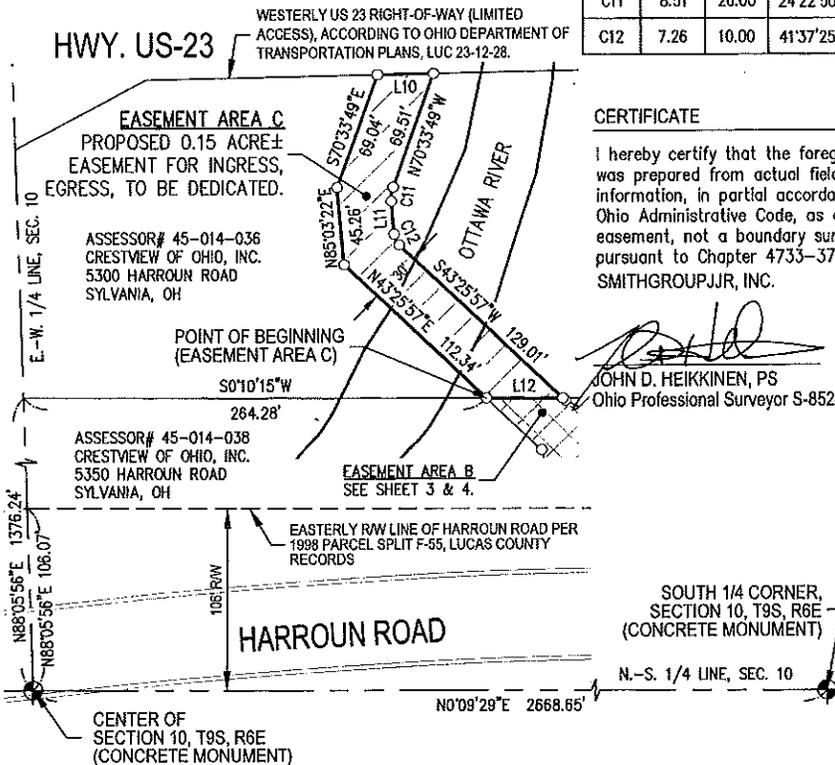
SURVEY LEGEND

-  SECTION CORNER COMPUTED POSITION
-  PROPOSED EASEMENT
-  APPROX. STREAM LIMITS
-  EASEMENT AREA A
-  EASEMENT AREA B
-  EASEMENT AREA C

LINE TABLE		
Line	Bearing	Length
L10	S1°08'40"E	32.05
L11	S85°03'22"W	19.26
L12	N0°10'15"E	43.77

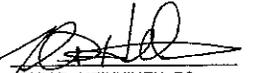


CURVE TABLE					
Curve	Length	Radius	Delta	Chord Bearing	Chord Length
C11	8.51	20.00	24°22'50"	N82°45'14"W	8.45
C12	7.26	10.00	41°37'25"	S64°14'39"W	7.11



CERTIFICATE

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


JOHN D. HEIKKINEN, PS
Ohio Professional Surveyor S-8526



CLIENT		CITY OF SYLVANIA	
SECTION 10,	SYLVANIA TOWNSHIP,	LUCAS COUNTY,	STATE OF OHIO
SMITHGROUP JJR		JOB NO. 50193.000	PAGE 5 OF 5
		DRAWN TJR	DATE 2/05/2016
		201 DEPOT STREET ANN ARBOR, MI 48104	2ND FLOOR 734.662.4457

Note:
This easement was prepared from actual field measurements, in November 2009, and review of record plan information. This document does not represent a boundary survey, pursuant to OAC 4733-37.

129



City Of Sylvania

DEPARTMENT OF PUBLIC SERVICE

KEVIN G. ALLER, PE DIRECTOR

April 17, 2017

To: The Mayor and Members of Sylvania City Council

Re: **ADMINISTRATION BUILDING CHILLER REPLACEMENT PROJECT**

Dear Mr. Mayor and Council Members:

We received bids on April 13, 2017 for the above referenced project. There were a total of three (3) bids received from a plan holder's list that included six (6) contractors.

The lowest bid was submitted by Henson Plumbing and Heating, Inc. of Woodville, Ohio. Their bid of \$52,800 was approximately 31% under the Engineer's Estimate of \$76,900.

Therefore, it is our recommendation that the contract be awarded to Henson Plumbing and Heating, Inc. of Woodville, Ohio 43469, in the amount of \$52,800.

Please call if you have any questions.

Sincerely,

Kevin G. Aller, P.E.

Director of Public Service

dsw

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ORDINANCE NO. 36 -2017

ACCEPTING THE BID OF HENSON PLUMBING AND HEATING, INC. AND AWARDING THE CONTRACT FOR THE ADMINISTRATION BUILDING CHILLER REPLACEMENT PROJECT TO SAME; AUTHORIZING THE EXPENDITURE FOR THE IMPROVEMENTS IN THE AMOUNT OF \$52,800; APPROPRIATING FUNDS THEREFORE; AND DECLARING AN EMERGENCY.

WHEREAS, plans for the Administration Building Chiller Replacement Project have been completed and are now on file with the Clerk of this Council; and,

WHEREAS, the Clerk of Council was authorized to advertise for bids at the March 6, 2017 Council meeting and thereafter the Clerk advertised for bids, and the bids were opened on April 13, 2017, and thereafter, the Director of Public Service, by report dated April 17, 2017, stated that the total estimate for the Administration Building Chiller Replacement Project was \$76,900 and the following bids were received:

<u>BIDDERS</u>	<u>BID PRICE</u>
Henson Plumbing and Heating, Inc.	\$ 52,800
Dimech Services	60,000
Coyle Mechanical	69,517

WHEREAS, the three (3) bids offered by the above bidders meet all of the City's specifications and the Director of Public Service, by report dated April 17, 2017, has recommended acceptance of the lowest and best bid of Henson Plumbing and Heating, Inc. and that the contract for the Administration Building Chiller Replacement Project be awarded to same.

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

SECTION 1. That the bid of Henson Plumbing and Heating, Inc., Woodville, Ohio for said Administration Building Replacement Project, in the amount of Fifty-Two Thousand Eight Hundred Dollars (\$52,800.00), is hereby determined to be the lowest and best bid received and the same is hereby accepted.

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

SECTION 3. That to provide funds for said improvements hereby authorized, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore appropriated to **Account No.** _____, the total sum of Fifty-Two Thousand Eight Hundred Dollars (\$52,800.00).

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

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

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

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

Passed, _____, 2017, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

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City Of Sylvania

DEPARTMENT OF PUBLIC SERVICE

KEVIN G. ALLER, PE DIRECTOR

April 14, 2017

To: The Mayor and Members of Sylvania City Council

Re: **Joint Cooperation Agreement**

Dear Mr. Mayor and Council Members:

The Sylvania Schools have requested that a controlled crossing be installed along Sylvania Avenue in the area of Sylvania Southview High School. However, traffic studies have shown that such a signal does not meet the warrants for support.

The schools then inquired as to the installation of a Rectangular Rapid Flash Beacon (RRFB) similar to those at the elementary and junior high schools. The attached agreement is the result of discussions with the schools to install the RRFB on a cost share basis. While the agreement specifies a 50/50 cost share, the split results in the school's purchasing the materials for the project and the City providing the labor. The schools will have the additional expense of installing sidewalk from the school building to the street.

This new crossing will be at Boynton Street and the existing crossing at the schools western property line will be removed.

We recommend approval of this agreement with Sylvania Schools. Construction is planned for this summer upon approval.

Please call if you have any questions.

Sincerely,

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

JOINT COOPERATION AGREEMENT

FOR

SYLVANIA AVENUE RECTANGULAR RAPID FLASH BEACON PROJECT

Crossing at Boynton Road & Sylvania Avenue

This agreement is by and between the City of Sylvania, Ohio, hereinafter referred to as the **CITY** and the Board of the Sylvania City Schools, hereinafter referred to as the **SCHOOLS**.

WITNESSETH

WHEREAS, the **SCHOOLS** wish to install a signalized pedestrian crossing near Southview High School, and

WHEREAS, a study of the proposed crossing area does not meet the requirements of a signalized pedestrian crossing as set forth in the Ohio Manual of Uniform Traffic Control Devices, however, in order to safely accommodate student pedestrian traffic, the **CITY** and **SCHOOLS** wish to install a Rectangular Rapid Flash Beacon near the main entrance to Southview High School, and

WHEREAS, the **CITY** and the **SCHOOLS** wish to cooperate to install a Rectangular Rapid Flash Beacon, hereinafter referred to as the **PROJECT** along Sylvania Avenue near the intersection of Boynton Road, near the main entrance to Southview High School, and

WHEREAS, the **CITY** and **SCHOOLS** desire to cooperate to accomplish the design, the construction, and construction inspection of the **PROJECT**, and

WHEREAS, to accommodate student pedestrian traffic from the adjacent residential areas of Sylvania Township and the City of Sylvania, the **SCHOOLS** has requested that the **PROJECT** be constructed, located in the City of Sylvania, and

WHEREAS, the **CITY** and the **SCHOOLS** desire to participate jointly to develop detailed construction plans and to construct the **PROJECT** as designated in the estimate attached as Exhibit 1.

NOW, THEREFORE, the **CITY** and the **SCHOOLS** for mutual benefits, promises and covenants herein contained and specified, do hereby agree to following:

1. The **CITY** will complete any survey and detailed construction plans with staff.
2. The **CITY** will prepare the **PROJECT** documents, specifications, and construction cost estimate.
3. The **CITY** will provide contract administration and let the contract.
4. The **CITY** will administer the construction work including construction engineering.
5. The **CITY** and the **SCHOOLS** contribution towards the materials and construction for the **PROJECT** are now estimated at **Ten Thousand and Three Hundred and Ninety-Five Dollars and No Cents (\$10,395.00)** for each entity (see attached Exhibit 1). Each entity's share being fifty percent (50%) of the total project costs. Cost shares will be adjusted to address actual **PROJECT** expenses.
6. The **CITY'S** contribution includes in-kind staff time toward the construction of the **PROJECT**, now estimated at **Four Thousand and Three Hundred and Twenty Dollars and No Cents (\$4,320.00)**.
7. The **CITY** will invoice the **SCHOOLS** for their equal share of the **PROJECT** when the **PROJECT** is complete.
8. The **CITY** will begin the **PROJECT** after the end of the 2016-2017 school year and will complete the **PROJECT** before the start of the 2017-2018 school year.
9. The **SCHOOLS** agree that it will pay invoices within thirty (30) days of receipt.

10. It is the intent of this Agreement that the **CITY** and the **SCHOOLS** shall each properly and expeditiously discharge any requirement that may devolve upon them from time to time during the period this Agreement will be in force.

IN WITNESS WHEREOF, the City of Sylvania pursuant to Ordinance No. _____ passed on the _____ day of _____, 2017 and the Board of Sylvania City Schools, Ohio pursuant to its Resolution No. _____ adopted the _____ day of _____, 2017; have affixed their signatures respectively.

CITY OF SYLVANIA

SYLVANIA CITY SCHOOLS

Craig A. Stough, Mayor

Scott Nelson, Superintendent

Toby Schroyer, Director of Finance

Approved as to Form:

Leslie Brinning, Director of Law

ORDINANCE NO. 37 -2017

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO A JOINT COOPERATION AGREEMENT ON BEHALF OF THIS CITY OF SYLVANIA WITH THE BOARD OF THE SYLVANIA CITY SCHOOL DISTRICT RELATIVE TO THE SYLVANIA AVENUE RECTANGULAR RAPID FLASH BEACON PROJECT; AND DECLARING AN EMERGENCY.

WHEREAS, the Sylvania City School District has requested that a controlled crossing be installed along Sylvania Avenue in the area of Sylvania Southview High School; and,

WHEREAS, although the traffic study does not warrant the support, in order to accommodate the School District's request, the Director of Public Service has met with representatives from the Sylvania City School District and agreed to install a Rectangular Rapid Flash Beacon along Sylvania Avenue; and,

WHEREAS, in order to ensure the safety of student pedestrian traffic from the adjacent residential areas of Sylvania Township and the City of Sylvania to Sylvania Southview High School, the City has agreed to install a Rectangular Rapid Flash Beacon at Boynton Street; and,

WHEREAS, the attached Joint Cooperation Agreement provides that the City will provide in-kind staff time toward the construction of the project, estimated to be Four Thousand Three Hundred Twenty Dollars (\$4,320.00); and,

WHEREAS, the Director of Public Service, by report dated April 14, 2017, has recommended approval of the Joint Cooperation Agreement.

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, on behalf of the City of Sylvania, Ohio, to enter into a Joint Cooperation Agreement with the Sylvania City School District for the purpose of installing a Rectangular Rapid Flash

Beacon along Sylvania Avenue at Boynton Street.

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 Joint Cooperation Agreement should be entered into 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, _____, 2017, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

JOINT COOPERATION AGREEMENT

FOR

SYLVANIA AVENUE RECTANGULAR RAPID FLASH BEACON PROJECT

Crossing at Boynton Road & Sylvania Avenue

This agreement is by and between the City of Sylvania, Ohio, hereinafter referred to as the **CITY** and the Board of the Sylvania City Schools, hereinafter referred to as the **SCHOOLS**.

WITNESSETH

WHEREAS, the **SCHOOLS** wish to install a signalized pedestrian crossing near Southview High School, and

WHEREAS, a study of the proposed crossing area does not meet the requirements of a signalized pedestrian crossing as set forth in the Ohio Manual of Uniform Traffic Control Devices, however, in order to safely accommodate student pedestrian traffic, the **CITY** and **SCHOOLS** wish to install a Rectangular Rapid Flash Beacon near the main entrance to Southview High School, and

WHEREAS, the **CITY** and the **SCHOOLS** wish to cooperate to install a Rectangular Rapid Flash Beacon, hereinafter referred to as the **PROJECT** along Sylvania Avenue near the intersection of Boynton Road, near the main entrance to Southview High School, and

WHEREAS, the **CITY** and **SCHOOLS** desire to cooperate to accomplish the design, the construction, and construction inspection of the **PROJECT**, and

WHEREAS, to accommodate student pedestrian traffic from the adjacent residential areas of Sylvania Township and the City of Sylvania, the **SCHOOLS** has requested that the **PROJECT** be constructed, located in the City of Sylvania, and

WHEREAS, the **CITY** and the **SCHOOLS** desire to participate jointly to develop detailed construction plans and to construct the **PROJECT** as designated in the estimate attached as Exhibit 1.

NOW, THEREFORE, the **CITY** and the **SCHOOLS** for mutual benefits, promises and covenants herein contained and specified, do hereby agree to following:

1. The **CITY** will complete any survey and detailed construction plans with staff.
2. The **CITY** will prepare the **PROJECT** documents, specifications, and construction cost estimate.
3. The **CITY** will provide contract administration and let the contract.
4. The **CITY** will administer the construction work including construction engineering.
5. The **CITY** and the **SCHOOLS** contribution towards the materials and construction for the **PROJECT** are now estimated at **Ten Thousand and Three Hundred and Ninety-Five Dollars and No Cents (\$10,395.00)** for each entity (see attached Exhibit 1). Each entity's share being fifty percent (50%) of the total project costs. Cost shares will be adjusted to address actual **PROJECT** expenses.
6. The **CITY'S** contribution includes in-kind staff time toward the construction of the **PROJECT**, now estimated at **Four Thousand and Three Hundred and Twenty Dollars and No Cents (\$4,320.00)**.
7. The **CITY** will invoice the **SCHOOLS** for their equal share of the **PROJECT** when the **PROJECT** is complete.
8. The **CITY** will begin the **PROJECT** after the end of the 2016-2017 school year and will complete the **PROJECT** before the start of the 2017-2018 school year.
9. The **SCHOOLS** agree that it will pay invoices within thirty (30) days of receipt.

10. It is the intent of this Agreement that the **CITY** and the **SCHOOLS** shall each properly and expeditiously discharge any requirement that may devolve upon them from time to time during the period this Agreement will be in force.

IN WITNESS WHEREOF, the City of Sylvania pursuant to Ordinance No. _____ passed on the _____ day of _____, 2017 and the Board of Sylvania City Schools, Ohio pursuant to its Resolution No. _____ adopted the _____ day of _____, 2017; have affixed their signatures respectively.

CITY OF SYLVANIA

SYLVANIA CITY SCHOOLS

Craig A. Stough, Mayor

Scott Nelson, Superintendent

Toby Schroyer, Director of Finance

Approved as to Form:

Leslie Brinning, Director of Law

EXHIBITS: Exhibit 1: Cost Breakdown

1491.

ORDINANCE NO. 83 -2016

**AMENDING PART ONE - ADMINISTRATIVE CODE OF THE
CODIFIED ORDINANCES OF THE CITY OF SYLVANIA, 1979, BY
ADDING CHAPTER 161 – SISTER CITY COMMISSION; AND
DECLARING AN EMERGENCY.**

WHEREAS, Resolution No. 37-92, passed by the Council of the City of Sylvania on October 5, 1992, recognized the declared intention of Woodstock, Ontario, Canada to be in a Sister City relationship with the City of Sylvania, Ohio and declared Sylvania's intention to be in such a relationship with Woodstock; and,

WHEREAS, Ordinance No. 71-93, passed by Sylvania City Council on June 21, 1993, authorized the payment of \$2,500 to the Sylvania Area Chamber of Commerce to be used in establishing, maintaining and operating the Sylvania Area Sister City Commission; and,

WHEREAS, the Sylvania Area Sister City Commission was comprised of representatives from the City of Sylvania, the Township of Sylvania and the Sylvania City School District; and,

WHEREAS, earlier this year, Sylvania Township informed the Sylvania Area Sister City Commission that it no longer wished to participate in the Sylvania Area Sister City Commission and requested the City make this an official City Commission; and,

WHEREAS, due to the change in structure and membership of the Sylvania Area Sister Commission, it is necessary to form a new commission; and,

WHEREAS, at the December 19, 2016 meeting of Sylvania City Council, this matter was referred to the Employee and Community Relations Committee for its review and recommendation; and,

WHEREAS, the Employee and Community Relations Committee met on January 3, 2017 and thereafter recommended that various community organizations be approached regarding their interest in serving on the Commission; and,

WHEREAS, the Mayor contacted the organizations suggested at the Employee and Community Relations Committee and those interested have been incorporated into the Commission Membership as set forth in Section 161.02 attached hereto.

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

SECTION 1. That Chapter 161 of the Codified Ordinances of Sylvania, is hereby enacted to read as set forth on "Exhibit A" attached hereto and made a part hereof.

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 Codified Ordinances of Sylvania should be amended 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, _____, 2017, as an emergency measure.

President of Council

ATTEST:

Clerk of Council

APPROVED:

APPROVED AS TO FORM:

Mayor

Director of Law

Date

- (c) The Commission shall adopt its own rules. In the absence of a rule to govern a point of procedure, reference shall be had to the approved practice in parliamentary bodies.

The chairperson shall be the presiding officer at all meetings and the chief executive officer of the Commission. The secretary-treasurer or other designated officer shall maintain records of all action of the Commission and records of attendance of members at meetings and shall furnish monthly, to the Mayor, a certified copy thereof together with complete financial operating statements satisfactory to the Director of Finance as to form and content, which records and statements shall be filed by the Mayor in the office of the Clerk of Council.

(Ord. ____-2016. Passed _____-2017.)

161.04 DEPOSIT OF RECEIPTS.

All receipts received by the Sylvania Sister City Commission shall be deposited daily within twenty-four hours after the customary closing time for daily operation in a financial institution which is a designated depository of City funds during banking hours or in a night depository therefore in such account or accounts as may be specified from time to time by the Commission. A monthly statement of all deposits in each such account shall be furnished to the Director of Finance together with a copy of all bank records reconciled with the commissioners' record relative to such account.

(Ord. ____-2016. Passed _____-2017.)

Sylvania Municipal Planning Commission

Minutes of the regular meeting of April 12, 2017. 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. McCann moved, Mr. Arnold seconded to approve the Minutes of the March 15, 2017, 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 – Council Referral – Zoning Ordinance Amendment Application No. PD-1-2017, a request from Mercurio Developers for an amendment to an approved Planned Development for property located at 5142 W. Alexis Rd., Sylvania, Ohio, 43560. Mr. Greg Feller of Feller, Finch & Associates was present. He explained the changes to the plan have resulted in a decrease in density from the previously approved plan and that since it is a Planned Development, they are required to come back for approval for the amendment to the planned development; and that one of the changes included the removal of residential units above the commercial units in the front of the property. Mr. Marciniak moved, Mr. Arnold seconded to recommend to Council to approve the Zoning Ordinance Amendment as submitted. Vote being: Stough, Arnold, McCann, Marciniak and Lindsley (5) aye; (0) nay. Motion passed by a 5 to 0 vote.

Item 4 – Council Referral – Ordinance No. 27-2017, Amending Part Eleven-Planning and Zoning Code by creating Chapter 1143, B-5 Office, Residential and Retail District (continued from the March 15, 2017 meeting). Riek Arnos of Republic Development, the proposed purchaser of the property was present. Mayor Stough said that at the last meeting, Council Member Sandy Hussman said that Sylvania residents have expressed a couple of concerns. 1) That the property would become a “Lourdes Dormitory” and 2) there were concerns about pets being allowed and that the pets would be taken off property for waste elimination. The discussion took place among the members, addressing both limitations on the number of people that would be allowed to occupy the units and also provisions for waste elimination areas to be required on the property to help prevent residents from using the River Trail for that purpose. Mayor Stough asked Ms. Husman, who was present at the meeting, if she felt that the discussion that just took place address her concerns. She said that it did. Mr. Arnos said that they could add 2, 3 or 4 pet waste stations to their proposed property, but that the residents would most likely be walking their pets in the park/trail area as there would not be a lot of green space on the property. There was further discussion about possible adjustments to the acreage required for the B-5 classification, density restrictions, and restrictions on where the B-5 zoning could be allowed. Mr. Marciniak expressed concerns about future properties becoming rezoned to B-5 and suggested that it should be a requirement that a B-5 property be contiguous to another B zoned property to keep it from occurring on a property completely surrounded by residential zoned property and expressed concerns. Council Member, Mark Luetke of 4327 Todd Drive, said that in the interest of transparency, and although he does not recall conversations in a Council meeting other than this SOMO property, he has had conversations with others that are interested in other downtown properties; and that there has been identification of other sites that could be developed. There was further discussion about possible future sites that could be developed into a B-5 area and that for

Municipal Planning Commission
Minutes of April 12, 2017
Page 2

any property to become rezoned to B-5 in the future it would have to come before Council and the Planning Commission for approval.

Mr. McCann moved, Mr. Marciniak seconded to recommend to Council the creation of the B-5 zoning classification with the following recommendations:

- 1) 2 adults maximum per bedroom
- 2) no more than 5 unrelated persons per living unit
- 3) pet waste accommodations must be provided
- 4) property must be contiguous to a B zoned property
- 5) that there is no increase in density for a PD in the B-5 zoning

Vote being: Stough, Arnold, McCann, Marciniak and Lindsley (5) aye; (0) nay. Motion passed by a 5 to 0 vote.

Item 5 – Council Referral – Zoning Ordinance Amendment Application No. ZA-1-2017, a request from the City of Sylvania for a zoning change from "B-3" General Business District to "B-5" Office, Residential and Retail District for property located at 0 Main St., 0 Monroe St., 6447, 6453, 6457, 6461, 6465, 6465 Monroe St., Sylvania, Ohio 43560. Mayor Stough stated that the item was incorrectly shown on the agenda and that the application is for a zoning change from B-3 to B-5 zoning and not B-2 to B-5 as shown on the agenda. Council Member Doug Haynam of 4336 Tamworth approached the podium and stated that the City has a public hearing obligation, and that he knows that there has been some discussion about continuing this item until the next meeting, but that he thinks that since the Board has had discussion about the zoning that he hopes that they would feel comfortable approving this zoning change so that they can do the hearing on the 1st of June as the developers are really frozen until this gets done; but that if they need more time to consider he understands, but that hopefully the discussion that was just had would make them comfortable moving forward with this zoning change. Some of the members stated that they were ready to vote. Mr. McCann moved, Mr. Marciniak seconded to recommend to Council to approve the zoning change from B-3 to B-5. Vote being: Arnold, McCann, Marciniak and Lindsley (4) aye; (0) nay. Motion passed by a 4 to 0 vote. Mayor Stough obtained from the vote due to a conflict of interest.

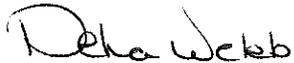
Item 6 – Council Referral – Ordinance No. 30-2017, Amending Section 1157.12 – Front Yard Parking Prohibited. Mr. Arnold asked what problem this code would resolve. Mr. Burns stated that he is having trouble enforcing cars not parking in front yards, and that often their solution is to throw stone down in the area in the yard where they're parking their car. Mr. Arnold stated that he doesn't want to create a problem for someone with a small lot not be able to expand to accommodate their needs. Mayor Stough stated if a person really has a hardship, that the City has a Board of Zoning Appeals where people can go in those situations, but that we don't want to have a lot of people having to do that. Mayor Stough suggested that they table the discussion to allow

Municipal Planning Commission
Minutes of April 12, 2017
Page 3

for further study and think about how this affects our residents. Mr. Arnold moved, Mr. Marciniak seconded to table the discussion and vote until the next meeting to allow for additional research and review. Vote being: Stough, Arnold, McCann, Marciniak and Lindsley (5) aye; (0) nay. Motion passed by a 5 to 0 vote.

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

Submitted by,



Debra Webb, Secretary
Municipal Planning Commission

B

Board of Architectural Review

Minutes of the regular meeting of April 12, 2017. 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 March 15, 2017, 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. 14-2017 requested by Dana Fairchild for Dragons Roost, 6600 W. Sylvania Avenue, Ste. 3C, Sylvania, Ohio 43560. Application is for a new wall sign. Marshall Jones was present. Sign is within the limits of the Sylvania Sign Code. Mr. Marciniak moved, Mr. McCann seconded, to grant a Certificate of Appropriateness for the sign 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 4 – Regulated Sign – app. no. 15-2017 requested by Paul Labay for The Cabinetry, 6600 W. Sylvania Avenue, Ste. 7, Sylvania, Ohio 43560. Application is for new wall sign. Mr. Labay was present. Sign is within the limits of the Sylvania Sign Code. Mr. Arnold moved, Mr. Marciniak seconded, to grant a Certificate of Appropriateness for the sign 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 5 – Building Review – app. no. 16-2017 requested by John Healey for Jeffrey J. Stansley, 6715 Maplewood Avenue, Sylvania, Ohio 43560. Application is for a building renovation review. Mr. Healy was present and said that because the building is located in the Neighborhood Character Architectural District, 75% of the building materials that they use must match the buildings that are on the same block and on the same side. He presented pictures taken of some of the neighboring properties. One of the pictures was of a property on Centennial Road that used the same style of vinyl siding that they intend to use, which resembles wood shanks, and the color of the siding would be a light green: and that the trim, which will also be vinyl, would be white. He also said that they would be redoing the porch floor and that they hope to save the columns. Mayor Stough stated that this is a renovation, not a restoration, and that it would not meet the requirements for a historic restoration but that it does for a renovation. Building is within the limits of the Sylvania 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, Stough and Lindsley (5) aye; (0) nay. Motion passed by a 5 to 0 vote.

Item 6 – Building Review – app. no. 17-2017 requested by Brandon Fields for 5703 N. Main Street, Sylvania, Ohio 43560. Application is for a building renovation review of a new overhead door and a service door. Mr. John Sperry of Dubose and Associates was present. He explained that the overhead door is needed to allow the new tenant, which is a brewing company, to be able to move their equipment and that it would later be replaced with a display

Board of Architectural Review
Minutes of April 12, 2017
Page 2

window to allow for viewing of the brewing. He also said that the new service door would be used for ingress, including use by both employees and customers and that his client is currently in the process of finding a door to match the door on the west side storefront. Building is within the limits of the Sylvania Code. Mr. Arnold moved, Mr. McCann seconded, to grant a Certificate of Appropriateness for the sign 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.

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

Submitted by,



Debra Webb, Secretary
Municipal Planning Commission



THE

2016

ANNUAL REPORT

SYLVANIA MUNICIPAL COURT

**HONORABLE M. SCOTT RAMEY
PRESIDING JUDGE**

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AUTHORITY AND TERRITORIAL JURISDICTION

COURT ESTABLISHED: JANUARY 1ST, 1964

AUTHORITY: SECTION 1901.01
OHIO REVISED CODE

GOVERNMENTAL UNIT OF ADMINISTRATION:

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

NUMBER OF DAYS OF OPEN SESSION: 260*

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

TERRITORIAL POPULATION: 66,021 (as of 2005)

PRESIDING JUDGE: M. SCOTT RAMEY

COURT OFFICERS

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

CLERK OF COURT.....NITA MESSERSCHMIDT
BAILIFF.....DEBRA AMATA
DEPUTY BAILIFF.....DOUGLAS LAYMAN
COURT OFFICERFRANK GLINKA
COURT OFFICERRAYMOND SMITH

CHIEF PROBATION OFFICER.....NITA MESSERSCHMIDT

COURT SECURITY OFFICER.....EUGENE HARLESS JR (RETIRED 05/24/16)
COURT SECURITY OFFICER & DEPUTY BAILIFF.....KEITH P. MURRAY

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

TRUSTEESHIP DIVISION

CASES FILED 2016

CASES PENDING END OF 2015	1
CASES FILED IN 2016	2
CASES TERMINATED IN 2016	3
CASES PAID IN FULL IN 2016	0
CASES PENDING DECEMBER 31, 2016	0

TYPES OF TRUSTEESHIP TERMINATIONS:

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

TRUSTEESHIP DIVISION - 2016

ACCOUNT BALANCES : 12-31-15	\$647.33
RECEIVED FOR CREDITORS	\$4,102.00
FILING FEES	\$36.00
COMPUTER FEES	\$4.00
OPERATION FEES	\$10.00
POUNDAGE	\$83.70
CHECKS CANCELLED & REISSUED TO TRUSTEE FOR BANKRUPTCY	0.00
NSF CHECK	0.00
TOTAL RECEIPTS - 2016	\$4,235.70

DISBURSEMENTS:

DISBURSED TO CREDITORS	\$4,749.33
DISBURSED TO TRUSTEE FOR BANKRUPTCY	0.00
CHECKS CANCELLED & REISSUED TO DEBTOR	0.00
LOST CHECK- REISSUED TO CREDITOR	0.00
DISBURSEMENTS TO CREDITORS	<\$4,749.33>

PAID TO THE CITY OF SYLVANIA:

FILING FEES	\$36.00
COMPUTER FEES	\$4.00
OPERATION FEES	\$10.00
POUNDAGE: 2% On Amounts Received for Creditors	\$83.00
DISBURSED TO CITY OF SYLVANIA	<\$133.70>
ACCOUNT BALANCES : 12-31-16	\$0.00

RECAPITULATION TRUSTEESHIP DIVISION

ACCOUNT BALANCES: 12-31-15	\$647.33
RECEIVED 2016	\$4,235.70
DISBURSED 2016	<\$4883.03>
ACCOUNT BALANCES : 12-31-16	\$0.00

CIVIL DIVISION - 2016

CASES FILED: 2016

PERSONAL INJURY AND PROPERTY DAMAGE	51
CONTRACTS	976
FORCIBLE ENTRY & DETAINER	517
B.M.V. - POINT SUSPENSION	2
B.M.V. - REINSTATEMENT PAY-PLAN	9
B.M.V. - NO INSURANCE	13
OUT OF STATE DUI	2
LUCAS COUNTY DOG WARDEN	1
OTHER CIVIL	0
SMALL CLAIMS	268

	REGULAR CIVIL	SMALL CLAIMS	TOTAL
TOTAL CASES FILED: 2016	1,571	268	1,839
PENDING END OF 2015	586	69	655
DISPOSED OF IN 2016	<u><1,652></u>	<u><272></u>	<u><1,924></u>
PENDING END OF 2016	505	65	570
*REACTIVATED CASES 2016	65	3	68
*TOTAL CASE DETERMINATIONS	1,636	271	1,907

LANDLORD TENANT DIVISION (ESCROW)

CASES FILED: 2016	
CASES PENDING END OF 2015	0
CASES FILED 2016	1
CASES DISPOSED OF IN 2016	<u><1></u>
CASES PENDING 12-31-16	0

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

CIVIL DIVISION - 2016

COLLECTIONS:

BALANCE CARRIED FORWARD - 2015	\$39,139.63
RECEIPTS 2016	\$960,062.79
CHECKS REISSUED	\$16,490.77
PAID TO UNCLAIMED FUNDS	\$642.49
LESS OPEN ITEMS 12-31-16	<\$46,514.78>
LESS JURY DEPOSIT	< <u>\$3,400.00</u> >
TOTAL COLLECTIONS	\$966,420.90

DISBURSEMENTS:

CITY OF SYLVANIA:

CLERK & BAILIFF FEES - CIVIL	\$141,035.50
CLERK & BAILIFF FEES - SMALL CLAIMS	\$10,952.19
COPY FEES	\$29.90

COMPUTER FEES:

CIVIL DIVISION	\$2,856.00
SMALL CLAIMS DIVISION	\$528.00

OPERATION FEES:

CIVIL DIVISION	\$9,934.85
SMALL CLAIMS DIVISION	\$1,848.00

PAID TO UNCLAIMED FUNDS	\$642.49
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STATE COSTS:

CIVIL DIVISION	\$36,580.50
SMALL CLAIMS DIVISION	\$2,889.81

JUDGEMENTS:

CIVIL DIVISION	\$688,104.10
SMALL CLAIMS DIVISION	\$50,655.83

OVERPAYMENTS	\$744.00
CHECKS REISSUED	\$16,490.77
REFUND JURY DEPOSIT	\$1,800.00
REFUNDS	\$161.00
MEDIATION FEES	\$40.00
CITY FEES	\$151.00
TRANSFER TO COMMON PLEAS	\$300.00
CORRECTIONS	\$676.96
TOTAL DISBURSEMENTS 2016	\$966,420.90

BALANCE ON HAND 12-31-2016	\$49,914.78
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TRAFFIC AND CRIMINAL DIVISION 2016 NEW CASES FILED

DEPARTMENT	TRAFFIC	CRIMINAL	TOTAL
OHIO STATE HIGHWAY PATROL	4,179	121	4,300
SYLVANIA CITY POLICE DEPT.	1,131	487	1,618
SYLVANIA TOWNSHIP POLICE	1,113	965	2,078
LUCAS COUNTY SHERIFF DEPT.	804	976	1,780
HOLLAND POLICE DEPT.	294	386	680
METRO PARK	52	12	64
BERKEY POLICE DEPT.	3	0	3
LUCAS COUNTY DOG WARDEN	0	60	60
ZONING VIOLATIONS	0	27	27
WILDLIFE DEPARTMENT (ODNR)	0	10	10
OTTAWA HILLS POLICE DEPT.	19	0	19
LIQUOR CONTROL	0	2	2
DIVISION OF TAXATION	0	7	7
TOLEDO METRO DRUG UNIT	0	17	17
HUMANE SOCIETY	0	5	5
CONTEMPT OF COURT - SMC	0	149	149
FIRE MARSHALL	0	2	2
OHIO DEPT. OF PUBLIC SAFETY	0	10	10
HANCOCK COUNTY	0	1	1
MAUMEE	0	2	2
TOTAL CASES FILED 2016	7,595	3,239	10,834
PENDING END OF 2015	628	476	1,104
FINAL DISPOSITIONS 2016	<7,678>	<3,285>	<10,963>
CASES PENDING END OF 2016	545	430	975
*REACTIVATED CASES 2016	1,327	1,971	3,298
*TOTAL CASE DETERMINATIONS	<u>9,005</u>	<u>5,256</u>	<u>14,261</u>
**INCLUDED IN ABOVE TOTALS:			
O.V.I. CASES FILED	369	FELONY CASES FILED	658
SEARCH WARRANTS	8	CRIMINAL SUBPOENAS	41
CRIMINAL FORFEITURE	4	CRIMINAL NO-FILE	4
DESTRUCTION OF PROPERTY	0		

*Pending cases reflect year end balance of Supreme Court Report which counts number of cases for Defendants (not multiple charges filed per defendant). The agency total for 2016 reflects the total number of charges filed per defendant. For information on reactivated cases, see page 45.

CRIMINAL DIVISION - DISBURSEMENTS 2016

CITY OF SYLVANIA	
ORDINANCE FINES & FORFEITURES	\$34,836.66
LOCAL COSTS	\$393,510.27
40% O.S.H.P.	\$69,306.37
COMMUNITY SERVICE FEES	\$8,245.90
COMPUTER FEES - LEGAL RESEARCH	\$24,588.20
OPERATION FEES - COMPUTER IMPROVEMENT	\$57,230.62
DRUG ARRESTS - SEC. 513	\$3,247.20
D.U.I. ARRESTS	\$1,087.00
D.U.I. ARRESTS HOUSING	\$2,690.50
INDIGENT ALCOHOL DRIVER TREATMENT	\$7,121.45
INDIGENT DRIVER INTERLOCK (IDIF)	\$23,728.83
INDIGENT ALCOHOL TREATMENT I.A.T.C. (HB562)	\$7,449.36
INDIGENT ALCOHOL TREATMENT I.W.F.C (SM17)	\$0.00
HIGHWAY SAFETY - I.I.F.L.	\$0.00
EXPUNGEMENT FEE	\$0.00
PROBATION - % ADMINISTRATIVE CHARGE	\$808.02
PROBATION FEES	\$39,593.24
MISCELLANEOUS FEES ***SEE PAGE 15	\$143,566.77
I.S.F.C. (COURT INDIGENT SUPPORT FUND)	\$42,125.47
TOTAL	\$859,135.86

CRIMINAL DIVISION - DISBURSEMENTS 2016 CONTINUED

TREASURER - STATE OF OHIO	
50% O.S.H.P. FINES	\$86,238.06
VICTIMS OF CRIME STATE FUND	\$56,246.20
GENERAL REVENUE STATE FUND	\$3,173.24
SEAT BELT FINES	\$23,272.59
OSHP ARREST - D.U.I.	\$3,142.30
EXPUNGEMENT - 60%	\$840.00
OSHP ARREST - 2925 ORC	\$2,483.35
LIQUOR VIOLATION - 50%	\$640.06
HIGHWAY SAFETY - 65%	\$1,678.00
OVI ARREST I.D.S.F. (SB 209)	\$19,035.43
HIGHWAY SAFETY - I.I.F.S.	\$0.00
DRUG ENFORCEMENT FUND (DEFC)	\$16,837.11
JUSTICE PROGRAM SERVICES FUND (JPSF)	\$543.29
OVI ARREST I.D.F.C. (HB 562)	\$149,149.72
BAIL BOND SURCHARGE FEE	\$5,491.00
TOTAL	\$368,770.35

BUREAU OF MOTOR VEHICLES	
REINSTATEMENT FEES - LICENSE FORFEITURE	\$225.00
REINSTATEMENT FEES - WARRANT BLOCK	\$543.10
TOTAL	\$768.10

CRIMINAL DIVISION - DISBURSEMENTS 2016 CONTINUED

TREASURER - LUCAS COUNTY	
FINES - STATE CASES REGULAR	\$93,365.16
LAW LIBRARY UNDER ORC 3375.50	<\$3,104.55>
FINES - STATE TRAFFIC 4511.13 50%	\$19,862.93
FINES - STATE TRAFFIC OTHER 100%	\$40,563.75
OHIO STATE PATROL - 10%	\$17,282.61
JURY FEES	\$179.00
DOG WARDEN	\$1,993.00
EXPUNGEMENT FEES - 40%	\$560.00
HEALTH VIOLATION	\$0.00
COUNTY ARREST - 2925 ORC (DRUG)	\$1,299.50
LIQUOR VIOLATIONS - 50%	\$640.07
ZONING VIOLATIONS	\$200.00
D.U.I. ARRESTS	\$422.00
D.U.I. ARRESTS - HOUSING	\$13,231.60
PUBLIC DEFENDER FEE	\$24,898.33
TOTAL	\$211,393.40

SYLVANIA TOWNSHIP	
STATE CASES - TRAFFIC 50%	\$25,338.61
D.U.I. ARRESTS BY TOWNSHIP	\$1,847.00
TOWNSHIP ARRESTS - 2925 ORC	\$1,697.85
TOTAL	\$28,883.46

HARDING TOWNSHIP	
HARDING TOWNSHIP FINES	\$0.00
TOTAL	\$0.00

CRIME STOPPER	
CRIME STOPPER	\$1,001.50
TOTAL	\$1,001.50

CRIMINAL DIVISION - DISBURSEMENTS 2016 CONTINUED

VILLAGE OF BERKEY	
VILLAGE ORDINANCES FINES	\$21.00
D.U.I. ARRESTS BY VILLAGE	\$0.00
TOTAL	\$21.00

VILLAGE OF HOLLAND	
VILLAGE ORDINANCE FINES	\$5,101.91
D.U.I. ARRESTS HOLLAND	\$286.00
ARRESTS UNDER CHAP 2925 ORC - 50%	\$228.00
TOTAL	\$5,615.91

VILLAGE OF OTTAWA HILLS	
VILLAGE ORDINANCE FINES	\$0.00
D.U.I. ARRESTS OTTAWA HILLS	\$25.00
ARRESTS UNDER CHAP 2925 ORC - 50%	\$0.00
TOTAL	\$25.00

METRO PARKS OF TOLEDO	
PARK FINES	\$719.27
D.U.I. ARRESTS METRO PARK	\$0.00
ARRESTS UNDER CHAP 2925 ORC	\$0.00
TOTAL	\$719.27

DEPARTMENT OF NATURAL RESOURCES	
WILDLIFE VIOLATION FINES	\$410.80
ARRESTS UNDER CHAP 2925 ORC	\$0.00
TOTAL	\$410.80

HUMANE SOCIETY	
HUMANE SOCIETY VIOLATIONS	\$318.00
TOTAL	\$318.00

CRIMINAL DIVISION - DISBURSEMENTS 2016 CONTINUED

STATE BOARD OF PHARMACY	
ARRESTS UNDER CHAP 2925 ORC - 50%	\$6,721.12
TOTAL	\$6,721.12

LUCAS COUNTY COMMISSIONERS	
SHERIFF FEES	\$15,751.55
TOTAL	\$15,751.55

LUCAS COUNTY LAW LIBRARY	
50% OF LUCAS COUNTY TRAFFIC CASES ORC 4511 TO 4513	\$19,862.92
50% OF TOWNSHIP TRAFFIC CASES ORC 4511 TO 4513	\$25,338.59
SECTION 3375.50 - FINES/COST/FORFEITURES	\$3,104.55
TOTAL	\$48,306.06

CAPITAL RECOVERY COLLECTIONS	
COLLECTION FEES	\$112,993.05
TOTAL	\$112,993.05

RECAPITULATION	
TOTAL COLLECTIONS	\$1,660,834.43
TOTAL DISTRIBUTIONS	-\$1,660,834.43
BALANCE	\$0.00

***MISCELLANEOUS FEES CONSIST OF THE FOLLOWING:

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

BOND DIVISION - 2016

BOND ON HAND AS OF 12-31-2015	\$41,268.00
BONDS POSTED 2016	\$290,737.00
BONDS REINSTATED 2016	<u>\$0.00</u>
TOTAL BONDS RECEIVED	\$332,005.00
BOND REFUNDS	<\$232,657.50>
BOND TRANSFERS	<\$0.00>
BOND FORFEITURES	<\$12,561.50>
10% BOND FEE PAID TO CITY	<\$100.00>
10% ADMINISTRATIVE REINSTATEMENT FEE	<u><\$0.00></u>
TOTAL BONDS PAID OUT	<\$245,319.00>
BONDS HELD AS OF 12-31-2016	\$86,686.00

OPERATING EXPENSES 2016

GENERAL EXPENSES	
REGULAR SALARY	\$961,923.90
OVERTIME	\$52,091.47
INTER DEPT. SERVICES	\$0.00
WORKERS COMPENSATION	\$20,821.56
P.E.R.S.	\$141,858.07
MEDICAL INSURANCE	\$269,485.74
LIFE INSURANCE	\$0.00
MEDICARE	\$14,035.97
TUITION	\$0.00
CONTRACT LABOR	\$19,655.74
MISC. EXPERT SERVICES	\$5,802.60
JANITORIAL SERVICES	\$29,369.33
INFORMATION TECH. SUPPORT	\$11,000.00
DATA PROCESSING	\$3,375.00
INDIGENT - LEGAL	\$0.00
TOLEDO LAW LIBRARY ASSOCIATION	\$34,771.91
LCCCP BOARD SERVICE	\$25,000.00
BANK FEES	\$10,914.25
PRINTING	\$2,417.71
INSURANCE & BONDS	\$22,545.76
MACHINERY & EQUIPMENT RENTAL	\$10,905.00
OFFICE EQUIPMENT REPAIRS	\$2,195.00
BUILDING REPAIRS/MAINTENANCE	\$18,230.64
ELECTRICITY	\$18,224.93
NATURAL GAS	\$3,590.01
POSTAGE	\$29,076.00
GENERAL OFFICE EXPENSES	\$11,571.88
COPYING SUPPLIES	\$3,614.80
DUES & SUBSCRIPTIONS	\$6,843.44
CONFERENCES/CONVENTIONS/MILEAGE	\$2,668.46
BUILDING OPERATING SUPPLIES	\$2,771.35
JURY SERVICES	\$0.00
MISCELLANEOUS*	\$2,124.35

OPERATING EXPENSES 2016 - CONTINUED

GENERAL EXPENSE CONTINUED	
REFUNDS	\$0.00
DATA PROCESSING EQUIPMENT	\$0.00
TOTAL	\$1,736,884.87

COMPUTERIZATION	
INFORMATION TECHNOLOGY SUPPORT	\$50,000.00
GENERAL OFFICE EXPENSE	\$449.18
TOTAL	\$40,449.18

TOTAL EXPENDITURES	\$1,787,334.05
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CAPITAL OUTLAY BUILDING IMPROVEMENTS	
NEW MUNICIPAL COURT BUILDING	\$50,000.00
TOTAL	\$50,000.00

TOTAL	\$1,837,334.05
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PROBATION DEPARTMENT

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

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

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

2016 PROBATION ACTIVITY

CASES REFERRED FOR PRE-SENTENCE INVESTIGATION	1,625
DEFENDANTS REFERRED TO PROBATION FOR PSI	1,160
CASES SENTENCED AND REFERRED TO PROBATION	1,819
DEFENDANTS COMPLETING ALL TERMS OF PROBATION	860
UNSUCCESSFUL TERMINATIONS, JAIL IMPOSED	493
COURT ORDERED SUSPENDED SENTENCES	1,478
SUMMONS ISSUED FOR VIOLATION OF PROBATION	3,822
WARRANTS ISSUED FOR VIOLATION OF PROBATION	2452
PENDING CASES	310

INDIGENT DRIVERS FUNDS

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

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

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

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

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

COURT ORDERED INDIGENT TREATMENT	7 DEFENDANTS
COURT ORDERED INDIGENT INTERLOCK	5 DEFENDANTS

FUNDING/EXPENSE

INDIGENT TREATMENT FUND BALANCE AS OF 12/31/2015	\$77,480.11
PAYMENTS RECEIVED FROM FINE	\$14,910.40
PAYMENTS RECEIVED FROM STATE OF OHIO (BMV)	\$0.00
TOTAL RECEIVED	\$14,910.40
INDIVIDUAL TREATMENT PAID	<\$25,281.25>
5% ADMINISTRATIVE FEE PAID TO A.D.A.S.	<\$1,192.97>
TOTAL PAID	<\$26,474.22>
BALANCE IN FUND 12/31/2016	\$65,916.29
INDIGENT ALCOHOL MONITORING FUND BALANCE AS OF 12/31/15	\$174,988.63
PAYMENTS RECEIVED FROM FINE	\$23,245.45
ALCOHOL MONITORING PAID	<\$2,302.00>
BALANCE IN FUND 12/31/2016	\$215,932.08

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

INDIGENT SUPPORT FUND - ISFC

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

COURT ORDERED INDIGENT TREATMENT	187 DEFENDANTS
COMMUNITY SERVICE INSURANCE FEE PAID	28 DEFENDANTS

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

DRUG SCREENS ADMINISTERED BY THE COURT	940 SCREENS
INDIGENT DEFENDANTS FOR SCREENS	202 DEFENDANTS

BALANCE ON HAND 12/31/2015	\$23,802.06
RECEIVED IN 2016	\$43,405.87
PAID OUT IN 2016	<u><\$38,578.58></u>
BALANCE ON HAND 12/31/2016	\$28,629.35

COMMUNITY SERVICE

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

SYLVANIA RECREATION

8801 SYLVANIA-METAMORA RD.
SYLVANIA, OH 43560

COMMON SPACE GLANN SCHOOL

1700 N. REYNOLDS RD.
TOLEDO, OH 43615

NATURE'S NURSERY

1611 REED RD.
WHITEHOUSE, OH 43571

TOLEDO BOTANICAL GARDENS

5403 ELMER DR.
TOLEDO, OH 43615

TAM O' SHANTER

7060 W. SYLVANIA AVE.
SYLVANIA, OH 43560

VOICES FOR HORSES

19720 FOSTORIA RD.
PEMBERVILLE, OH 43450

PAWS AND WHISKERS

32 HILLWYCK
TOLEDO, OH 43615

RESTORE HABITAT FOR HUMANITY

1310 CONANT ST.
MAUMEE, OH 43537

SPENCER TOWNSHIP

630 N. MULKE RD.
HOLLAND, OH 43528

COMMUNITY SERVICE - 2016

AGENCY	# OF PERSONS REFERRED	TOTAL ASSIGNED HOURS
COMMON SPACE GLANN SCHOOL	521	37,084
HABITAT FOR HUMANITY	77	4,876
NATURES NURSERY	6	274
PAWS AND WHISKERS	247	13,904
SPENCER TOWNSHIP	23	1,372
SYLVANIA RECREATION	41	2,377
TAM O' SHANTER	139	11,183
TOLEDO BOTANICAL GARDENS	116	6,676
VOICES FOR HORSES	5	437
OUTSIDE LUCAS COUNTY	49	3,712
OTHER LUCAS COUNTY AGENCIES	80	6,153
TOTAL	1,304	88,048

TOTAL HOURS **COMPLETED HOURS**
88,048 24,275

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

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

PROBATION VIOLATION SUMMONS ISSUED 2016

	TOTAL
ALCOHOL TREATMENT	177
DRUG TREATMENT	402
DRUG SCREENS	523
A.A. MEETINGS	9
COMMUNITY SERVICE	329
RESTITUTION	207
VIP	3
COUNSELING	464
MAINTAIN EMPLOYMENT	203
SUBSEQUENT CONVICTION	355
DWI PROGRAM	75
G.E.D.	48
SHOPLIFTER ALTERNATIVE PROGRAM	191
IGNITION INTERLOCK	1
ACTIVE REPORTING	7
DEFENSIVE DRIVING	6
MISCELLANEOUS	40
INTENSIVE SUPERVISED PROBATION	0
YOUTH CIGARETTE VIDEO	0
ALTERNATIVE EDUCATION PROGRAM	395
CONTEMPT OF COURT	260
ELECTRONIC MONITORING	127
TOTAL	3,822
2015	1,969
+/-	+1,853

PROBATION VIOLATION WARRANTS 2016

JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
142	261	188	280	132	279	233	190	175	237	187	148	2,452

PRE-SENTENCE INVESTIGATIONS

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
FULL REPORT	77	87	84	78	71	109	61	77	49	59	62	55	869
SUBSEQUENT REPORT	35	60	29	29	59	47	19	46	49	21	15	7	416
IMMEDIATE	33	57	38	50	10	43	6	37	14	15	6	31	340
TOTAL	145	204	151	157	140	199	86	160	112	95	83	93	1,625

PROGRAMS - CONDITIONS OF PROBATION 2016

PROGRAMS	TOTAL
ACORN COUNSELING	19
ACTIVE REPORTING	4
ALCOHOLIC'S ANONYMOUS MEETINGS	14
MARK ANDERSON	3
ARROWHEAD	27
BEHAVIORAL CONNECTIONS	17
BLOOM RECOVERY NETWORK DIP	5
C.A.D. - R.A.D.	3
C.A.N. DIP	64
CENTRAL ACCESS ASSESSMENT	35
CENTRAL BEHAVIORAL HEALTH	2
COMPASS - ALCOHOL TREATMENT	3
COMPASS DIP	21
COMPASS 6 DAY DIP	11
COMPASS ALTERNATIVE PROGRAM	667
CORRECTIONAL TREATMENT FACILITY	5
COURT DIAGNOSTIC	3
DEFENSIVE DRIVING	4
DRUG SCREEN PATCH	7
EDUCATION PROGRAM - ALCOHOL/DRUG	79
ELECTRONIC HOME MONITORING	66
ELECTRONIC/ALCOHOL MONITORING	24
ELECTRONIC HOME MONITORING GPS	30
FAMILY SERVICES OF NORTHWEST OH	5
G.E.D.	6
GLENBEIGH	11
HARBOR BEHAVIORAL	80
HEALTH CONNECTIONS	21
IADA	52
IGNITION INTERLOCK - LANGE'S	4
IGNITION INTERLOCK - SMART START	8
LUTHERAN SOCIAL SERVICES	7
MAINTAIN EMPLOYMENT	100
MAUMEE COURT ANGER MANAGEMENT/DOMESTIC VIOLENCE	3

PROGRAMS - CONDITIONS OF PROBATION 2016 CONTINUED

PROGRAMS	TOTAL
NAZARETH HALL - 6 DAY DIP	1
NEW CONCEPTS	18
NEW CONCEPTS DIP	20
N.W. BEACON DIP	53
N.W. BEACON 6 DAY DIP	59
OHIO AMS - SCRAM	3
PRIVATE COUNSELING	122
RACING FOR RECOVERY	19
RANDOM DRUG/ALCOHOL SCREENS	311
RECOVERY SERVICES	13
S.A.S.I.	2
SAFETY COUNCIL OF N.W. OHIO DIP	12
SHADOWTRACK ELECTRONIC MONITORING	1
SHOPLIFTERS ALTERNATIVE PROGRAM	261
DR. MARILYN SMITH	69
SYLVANIA COURT ALTERNATIVE EDUCATION PROGRAM	272
SYLVANIA COURT CENTRAL ACCESS ASSESSMENT	14
SYLVANIA COURT DOMESTIC VIOLENCE PROGRAM	89
TALBOT	5
TALBOT DIP	60
TALBOT 6 DAY DIP	59
TASC	20
UNISON	37
VETERANS ADMINISTRATION	2
VICTIM IMPACT PANEL	1
WILLIAM PETERS	2
ZEPF	41
JEFFERY ZIEGLER	38
OTHER - DIP	5
TOTAL 2016	3,019
2015	3,455
+/-	-436

DIP = DRIVER INTERVENTION PROGRAM (72 HOURS)

RESTITUTION

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

JANUARY	\$6,890.92
FEBRUARY	\$10,834.01
MARCH	\$7,640.84
APRIL	\$11,108.66
MAY	\$9,726.72
JUNE	\$6,638.09
JULY	\$5,335.12
AUGUST	\$10,874.46
SEPTEMBER	\$7,489.03
OCTOBER	\$8,611.63
NOVEMBER	\$7,725.62
DECEMBER	\$5,916.39
TOTAL COLLECTED - 2016	\$98,791.49

SUBURBAN COURTS' SERVICES

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

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

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

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

STAFF MEMBERS FOR 2016:

AVETI TSAVOUSSIS	EXECUTIVE DIRECTOR
ERIKA L. DRAKE	VICTIM ADVOCATE
BRIDGET A. WINKELSPECHT	VICTIM ADVOCATE

LOCATION:

6700 MONROE STREET
SYLVANIA, OH 43560

PHONE:

(419) 882-8018

SUBMITTED BY ERIKA L. DRAKE - VICTIM ADVOCATE

SUBURBAN COURTS' SERVICES STATISTICS

	DIRECT SERVICES	REFERRAL SERVICES
INFORMATION ABOUT LEGAL PROCESS	673	375
ADVOCACY WITH:		
COURT ADVOCATE	673	0
PROSECUTOR	106	0
LAW ENFORCEMENT	0	0
EMPLOYERS	0	0
OTHER	0	0
COURT ESCORT	198	0
VICTIM IMPACT STATEMENT	49	0
TRAINING FOR COURTS, PROSECUTORS, LAW ENFORCEMENT	0	0
OTHER*	426	0

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

MEDIATION

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

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

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

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

MEDIATION - FILED/DISPOSED 2016

	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC	TOTAL
FILED 2016	3	3	2	3	2	5	1	2	4	6	1	4	36
DISPOSITIONS 2016													
SMALL CLAIMS													
AGREEMENT REACHED	0	0	1	0	0	0	0	0	0	0	0	0	1
NO AGREEMENT	0	0	0	0	0	0	0	0	0	0	0	0	0
PARTIES NOT INTERESTED	0	0	0	0	0	0	0	0	0	0	0	0	0
RESPONDENT FTA	0	0	0	0	0	0	0	0	0	0	0	0	0
CANCELLED PRIOR TO MEDIATION	0	0	0	0	0	0	0	0	0	0	0	0	0
REGULAR CIVIL													
AGREEMENT REACHED	0	0	0	0	2	1	0	0	0	1	0	0	4
NO AGREEMENT	0	0	0	0	0	0	0	0	0	1	0	0	1
PARTIES NOT INTERESTED	0	0	0	0	0	0	0	0	0	0	0	0	0
RESPONDENT FTA	0	0	0	0	0	0	0	0	0	0	0	0	0
CANCELLED PRIOR TO MEDIATION	0	0	0	0	0	0	0	0	0	0	0	0	0
SUBURBAN COURT SERVICES													
AGREEMENT REACHED	1	2	0	0	0	0	1	1	0	0	0	1	6
NO AGREEMENT	0	0	0	0	0	0	0	0	0	0	0	0	0
PARTIES NOT INTERESTED	0	1	2	1	0	3	1	2	0	4	7	3	24
CANCELLED PRIOR TO MEDIATION	0	0	0	0	0	0	0	0	0	0	0	0	0
CRIMINAL DIVISION													
AGREEMENT REACHED	0	0	0	0	0	0	0	0	0	0	0	0	0
NO AGREEMENT	0	0	0	0	0	0	0	0	0	0	0	0	0
PARTIES NOT INTERESTED	0	0	0	0	0	0	0	0	0	0	0	0	0
CANCELLED PRIOR TO MEDIATION	0	0	0	0	0	0	0	0	0	0	0	0	0
AS OF DEC. 2015 - 0 PENDING	0	0	0	0	0	0	0	0	0	0	0	0	0
PENDING	2	2	1	3	3	4	3	2	6	6	0	0	

JURY TRIALS HELD IN 2016

TOTAL CASES TRIED

VERDICTS

TRAFFIC	0
CRIMINAL	0
CIVIL	0
TOTAL	0

CRIMINAL - COMPARE CASES FILED FROM 2006-2016

DEPARTMENT	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
OHIO STATE HIGHWAY PATROL	143	139	195	118	227	156	144	113	105	82	121
SYLVANIA CITY POLICE DEPT	474	487	408	523	577	493	602	512	387	393	487
SYLVANIA TOWNSHIP	993	639	770	644	651	743	855	866	966	1,174	965
LUCAS COUNTY SHERIFFS DEPT	999	840	941	800	679	701	809	788	896	918	976
HOLLAND POLICE	203	271	426	364	291	250	281	342	380	533	386
METRO PARK	36	23	22	24	6	16	38	15	9	8	12
BERKEY POLICE	0	0	2	0	0	0	0	0	0	0	0
HUMANE SOCIETY	3	2	12	8	1	9	9	12	18	3	5
L.C. DOG WARDEN	68	61	77	41	44	14	54	40	60	64	60
HEALTH DEPARTMENT	7	17	11	13	12	1	1	0	0	0	0
ZONING DEPARTMENT	240	7	200	4	4	0	8	2	0	2	27
OHIO DEPARTMENT OF TAXATION	7	33	13	10	17	17	29	21	6	4	7
LIQUOR CONTROL	6	38	3	6	8	5	1	2	0	0	2
FIRE MARSHALL	0	0	0	0	0	0	0	0	0	0	2
METRO DRUG UNIT	36	0	0	6	3	2	3	3	0	2	17
MAUMEE POLICE	0	0	0	0	0	0	1	1	0	4	2
ODNR WILDLIFE	8	12	15	3	7	13	8	27	1	0	10
BMV	0	4	1	2	0	9	0	1	0	0	0
OTTAWA HILLS POLICE	19	8	4	1	2	3	1	1	3	4	0
OHIO DEPT OF PUBLIC SAFETY	0	0	0	0	0	14	6	7	2	15	10
NORFOLK SOUTHERN POLICE	0	2	0	5	0	0	0	0	0	2	0
HANCOCK COUNTY	0	0	0	0	0	0	0	0	0	0	1
BCI	0	2	0	0	0	0	0	0	0	0	0
PERRYSBURG TOWNSHIP POLICE	0	1	1	0	0	0	2	0	0	0	0
SPENCER TOWNSHIP	0	25	0	0	0	0	0	0	0	0	0

CRIMINAL - COMPARE CASES FILED FROM 2006-2016 CONTINUED

DEPARTMENT	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
FEDERAL PROTECTION SERVICE	0	0	0	7	0	0	0	0	0	0	0
UNIVERSITY OF TOLEDO PD	0	0	0	0	1	0	0	0	0	0	0
CONTEMPT OF COURT - SYLVANIA PROBATION DEPARTMENT	0	0	0	0	1	39	38	73	67	66	149
SWANTON	0	0	0	0	0	0	0	1	0	0	0
DEPT. OF HOMELAND SECURITY	0	0	0	0	0	0	0	0	1	0	0
TOTAL	3,242	2,614	3,101	2,580	2,532	2,487	2,888	2,827	2,901	3,274	3,239

	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
FELONY CASES	814	656	764	638	552	553	546	569	529	584	658
FELONIES BY SYLVANIA	124	111	86	119	121	109	91	96	64	71	81

TRAFFIC - COMPARE CASES FILED FROM 2006-2016

DEPARTMENT	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
OHIO STATE HIGHWAY PATROL	4,471	4,762	5,063	4,542	3,855	3,562	3,974	4,430	4,375	5,918	4,179
SYLVANIA CITY POLICE	1,616	1,619	1,409	1,486	1,734	1,694	1,495	1,465	1,187	1,162	1,131
SYLVANIA TOWNSHIP POLICE	2,554	1,972	1,527	1,791	1,890	1,638	1,369	1,359	1,218	1,305	1,113
LUCAS COUNTY SHERIFF'S DEPT	1,303	1,161	1,241	1,148	950	917	924	983	908	681	804
HOLLAND POLICE DEPT	553	675	825	636	644	649	492	335	239	426	294
METRO PARKS	0	53	48	60	26	34	9	15	17	12	52
HARDING TOWNSHIP	3	0	0	0	0	0	0	0	0	0	0
BERKEY POLICE DEPT	0	7	1	4	2	7	4	2	4	4	3
NORFOLK SOUTHERN POLICE	90	0	0	0	0	0	0	0	0	0	0
OTTAWA HILLS POLICE DEPT	0	71	53	35	34	44	36	43	18	27	19
TOLEDO POLICE	0	0	0	0	0	0	0	2	0	0	0
OHIO BUREAU OF MOTOR VEHICLES	0	0	0	0	0	0	0	1	0	0	0
TOTAL	10,590	10,320	10,167	9,702	9,140	8,545	8,303	8,635	7,966	9,535	7,595

	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
DWI CASES	747	885	817	805	670	600	556	434	395	418	369

CIVIL - COMPARE CASES FILED FROM 2006-2016

	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
DAMAGES	68	48	54	45	27	31	52	49	66	34	51
CONTRACTS	910	969	1,300	1,196	1,205	1,096	1,030	1,092	1,059	1,114	976
F.E.D.	538	530	599	570	441	466	511	505	511	534	517
B.M.V. PETITION	31	32	34	40	40	35	33	31	19	12	9
OTHER CIVIL	0	9	1	2	4	2	2	4	1	1	17
LUCAS COUNTY DOG WARDEN	0	0	0	0	0	0	0	4	7	1	1
SMALL CLAIMS	464	529	479	426	253	301	365	290	225	243	268
TOTAL	2,011	2,117	2,467	2,276	1,970	1,931	1,994	1,975	1,888	1,939	1,839

	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
TOTAL CIVIL RECEIPTS	\$661,236.41	\$647,449.24	\$739,277.94	\$682,168.74	\$663,539.69	\$770,984.67	\$699,465.53	\$693,636.34	\$936,395.01	\$873,537.04	\$960,062.79
PAY TO CITY OF SYLVANIA	\$142,496.87	\$146,519.80	\$169,304.55	\$163,729.14	\$147,071.13	\$146,605.89	\$144,980.55	\$164,138.42	\$168,861.91	\$175,881.32	\$167,184.44

PROBATION COMPARISON 2006-2016

	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
PRE-SENTENCE INVESTIGATIONS	1,282	1,304	1,158	1,294	1,568	1,318	1,519	1,600	1,682	1,964	1,625
DEFENDANTS COMPLETING PROBATION	1,086	1,286	1,291	1,200	1,101	1,160	1,012	917	692	766	860
VIOLATION OF PROBATION SUMMONS ISSUED	1,361	1,535	1,468	1,579	1,600	2,010	2,060	2,112	2,048	1,969	3,822
VIOLATION OF PROBATION WARRANTS ISSUED	1,886	2,094	1,943	1,964	1,930	2,021	2,564	3,032	3,019	2,531	2,452
DEFENDANTS REFERRED TO COMMUNITY SERVICE	454	465	471	606	708	974	1,036	1,074	1,160	1,250	1,304
DEFENDANTS REFERRED TO PROGRAMS	3,296	3,663	3,508	3,441	3,900	4,165	4,372	3,447	3,332	3,455	3,013
RESTITUTION COLLECTED	\$45,053.88	\$45,801.26	\$51,251.19	\$71,485.70	\$67,677.52	\$76,647.92	\$91,411.53	\$103,240.44	\$96,150.08	\$93,929.28	\$98,791.49

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

OPERATING EXPENSES 5 YEAR COMPARISON

GENERAL EXPENSES	2012	2013	2014	2015	2016
REGULAR SALARY	\$885,235.66	\$879,207.39	\$916,254.67	\$933,400.28	\$961,923.90
OVERTIME	\$19,002.44	\$23,009.91	\$27,426.11	\$47,990.78	\$52,091.47
INTER DEPT. SERVICES	\$95.70	\$96.66	\$0.00	\$0.00	\$0.00
WORKERS COMPENSATION	\$19,519.53	\$19,376.29	\$19,130.79	\$20,158.01	\$20,821.56
P.E.R.S.	\$121,773.28	\$124,273.02	\$129,987.21	\$134,359.49	\$141,858.07
MEDICAL INSURANCE	\$185,110.58	\$196,662.08	\$244,943.07	\$247,752.12	\$269,485.74
LIFE INSURANCE	\$5,463.16	\$5,695.55	\$6,392.76	\$547.84	\$0.00
MEDICARE	\$11,514.37	\$12,478.84	\$13,001.62	\$13,571.69	\$14,035.97
TUITION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CONTRACT LABOR	\$7,272.00	\$14,003.25	\$4,900.00	\$17,329.39	\$19,655.74
MISC. EXPERT SERVICES	\$3,993.20	\$4,665.50	\$4,634.70	\$3,553.45	\$5,802.60
JANITORIAL SERVICES	\$24,515.29	\$28,209.48	\$24,019.06	\$31,380.78	\$29,369.33
DATA PROCESSING	\$2,790.00	\$3,600.00	\$3,650.00	\$4,272.49	\$3,375.00
INDIGENT - LEGAL	\$46,665.00	\$46,665.00	\$0.00	\$0.00	\$0.00
TOLEDO LAW LIBRARY ASSOCIATION	\$31,588.63	\$40,897.37	\$29,910.40	\$45,191.82	\$34,771.91
LCCCP BOARD SERVICE	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
BANK FEES	\$31,978.70	\$28,101.93	\$38,435.51	\$17,942.36	\$10,914.25
PRINTING	\$6,957.45	\$1,870.00	\$4,725.60	\$6,200.19	\$2,417.71
PUBLIC & LEGAL NOTICE	\$45.60	\$0.00	\$0.00	\$0.00	\$0.00
INSURANCE & BONDS	\$18,486.75	\$19,792.89	\$19,795.20	\$22,095.38	\$22,545.76
MACHINERY & EQUIPMENT RENTAL	\$13,092.11	\$10,635.00	\$10,635.00	\$13,293.75	\$10,905.00
OFFICE EQUIPMENT REPAIRS	\$4,630.76	\$6,971.52	\$6,662.17	\$2,827.73	\$2,195.00
BUILDING REPAIRS/MAINTENANCE	\$19,973.69	\$28,222.65	\$22,943.75	\$11,581.56	\$18,230.64
ELECTRICITY	\$17,176.67	\$17,323.85	\$17,897.56	\$22,162.62	\$18,224.93
NATURAL GAS	\$3,394.09	\$3,731.96	\$5,011.96	\$5,320.93	\$3,590.01
TELEPHONE	\$10,068.74	\$9,073.79	\$8,630.10	\$0.00	\$0.00
POSTAGE	\$29,802.67	\$40,014.51	\$20,118.99	\$31,054.56	\$29,076.00
GENERAL OFFICE EXPENSES	\$6,078.15	\$7,591.71	\$12,315.07	\$12,685.46	\$11,571.88
COPYING SUPPLIES	\$11,063.93	\$9,985.46	\$9,609.22	\$4,687.50	\$3,614.80

OPERATING EXPENSES 5 YEAR COMPARISON CONTINUED

GENERAL EXPENSES	2012	2013	2014	2015	2016
DUES & SUBSCRIPTIONS	\$3,012.10	\$2,825.91	\$5,223.50	\$7,372.26	\$6,843.44
CONFERENCE/CONVENTIONS & MILEAGE	\$11,463.14	\$1,333.75	\$2,333.47	\$5,610.14	\$2,668.46
BUILDING OPERATING SUPPLIES	\$2,021.68	\$1,145.29	\$1,920.63	\$1,843.39	\$2,771.35
JURY SERVICES	\$103.61	\$8.99	\$0.00	\$0.00	\$0.00
MISCELLANEOUS	\$1,469.97	\$1,087.93	\$1,056.21	\$1,801.06	\$2,124.35
CABLE SERVICE	\$1,002.71	\$0.00	\$0.00	\$0.00	\$0.00
INFORMATION TECH. SUPPPORT	\$0.00	\$0.00	\$0.00	\$0.00	\$11,000.00
OFFICE EQUIPMENT	\$14,155.00	\$0.00	\$0.00	\$0.00	\$0.00

COMPUTERIZATION	2012	2013	2014	2015	2016
INFORMATION TECHNOLOGY SUPPORT	\$52,757.00	\$53,100.00	\$59,000.00	\$40,000.00	\$50,000.00
GENERAL OFFICE EXPENSE	\$296.57	\$215.48	\$13,380.15	\$227.80	\$449.18

TOTAL EXPENDITURES	2012	2013	2014	2015	2016
	\$1,698,463.46	\$1,760,146.40	\$1,711,345.78	\$1,731,214.83	\$1,787,334.05

CAPITAL OUTLAY BUILDING IMPROVEMENT	2012	2013	2014	2015	2016
NEW MUNICIPAL COURT BUILDING	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00

	2012	2013	2014	2015	2016
TOTAL	\$1,748,463.46	\$1,810,146.40	\$1,761,345.78	\$1,781,214.83	1,837,334.05

CRIMINAL/TRAFFIC DISBURSEMENT 5 YEAR COMPARISON

DEPARTMENT	2012	2013	2014	2015	2016
SYLVANIA CITY	\$878,515.83	\$875,136.88	\$874,806.93	\$982,143.42	\$859,135.86
STATE OF OHIO	\$383,715.11	\$411,387.59	\$378,328.85	\$452,989.05	\$368,770.35
LUCAS COUNTY	\$181,933.15	\$175,050.84	\$183,610.33	\$207,281.06	\$211,393.40
SYLVANIA TOWNSHIP	\$30,593.72	\$29,679.07	\$30,428.51	\$32,957.42	\$28,883.46
HOLLAND	\$24,877.10	\$13,563.10	\$11,059.44	\$7,792.35	\$5,615.91
METRO PARKS	\$275.00	\$937.00	\$633.00	\$663.80	\$719.27
O.D.N.R.	\$1,887.00	\$1,016.00	\$534.30	\$445.40	\$410.80
PHARMACY BOARD	\$2,811.50	\$2,561.20	\$2,879.00	\$3,140.21	\$6,721.12
LUCAS COUNTY COMMISSIONERS	\$13,798.30	\$12,217.19	\$13,197.55	\$14,334.45	\$15,751.55
HARDING TOWNSHIP	\$27.00	\$61.69	\$210.00	\$253.31	\$0.00
BERKEY	\$527.00	\$90.00	\$128.00	\$222.00	\$21.00
OTTAWA HILLS	\$0.00	\$160.00	\$126.70	\$56.00	\$25.00
LAW LIBRARY	\$3,495.77	\$3,615.14	\$3,404.77	\$3,081.85	\$3,104.55
50% TOWNSHIP LAW LIBRARY	\$25,382.62	\$25,122.03	\$24,735.10	\$27,121.61	\$25,338.59
50% LUCAS COUNTY LAW LIBRARY	\$13,403.31	\$15,912.14	\$17,645.42	\$18,849.92	\$19,862.92
BMV REINSTATEMENT	\$1,464.00	\$1,271.00	\$1,265.64	\$1,129.30	\$768.10
HUMANE SOCIETY	\$100.00	\$250.00	\$429.58	\$387.42	\$318.00
COLLECTIONS	\$87,622.60	\$83,154.40	\$96,516.82	\$103,765.07	\$112,993.05
CRIME STOPPERS OF TOLEDO	\$865.00	\$829.00	\$842.00	\$865.50	\$1,001.50
TOTAL	\$1,651,294.01	\$1,651,914.27	\$1,640,781.94	\$1,857,479.14	\$1,660,834.43

**UNCLAIMED FUNDS 2016 PAID TO CITY OF SYLVANIA
DUE TO CHECKS BEING OUTSTANDING**

CRIMINAL/TRAFFIC - PAID \$736.80 ON CHECK #6218

Check #	Payee	Amount of Check
4765	Matthew A. Chapman	\$25.00
4783	Randy A. Solly Jr.	\$25.00
4821	Trevon Q. Perrin	\$25.00
4880	Matthew H. Neal Jr.	\$20.00
4943	Felecia Dye	\$25.00
4971	Tarah R. Smith	\$25.00
4973	Geobel L. Faulkner	\$25.00
5101	Patrece S. Gibson	\$25.00
5118	Rashad Boyd	\$25.00
5137	James Malotke	\$25.00
5157	James L. Thomas	\$25.00
5158	Kevin Gilmore	\$25.00
5166	Samuel D. Moccabee II	\$25.00
5195	Javon R. Wilkins	\$25.00
5202	Christopher T. White	\$25.00
5205	Christopher E. Chandler	\$25.00
5244	Jason McCallum	\$25.00
5258	Van E. Savage Jr.	\$25.00
5272	Nicholas E. Anderson	\$41.80
5280	David D. Winston	\$25.00
5361	Wyley Cowdrey	\$25.00
5396	Ronald E. Sanders	\$25.00
5401	Eric R. Jones	\$25.00
5413	Joshua A. Edwards	\$25.00
5504	Christopher Seelig	\$25.00
5721	Eric Jones Jr.	\$25.00
5818	Juanita Ward	\$25.00
5871	Stephen Sarnac IV	\$25.00
5917	Robb Ayers	\$25.00

**UNCLAIMED FUNDS 2016 PAID TO CITY OF SYLVANIA
DUE TO CHECKS BEING OUTSTANDING**

CIVIL - PAID \$642.49 ON CHECK #9861

Check #	Payee	Amount of Check
8410	Stacy Thomas	\$24.04
8411	Susan Herczeg	\$90.94
8454	Susan Herczeg	\$119.95
8533	Susan Herczeg	\$30.67
8666	Susan Herczeg	\$42.03
8710	Susan Herczeg	\$161.22
8800	Susan Herczeg	\$76.54
8854	Susan Herczeg	\$80.74
9368	Curt M. Anderson	\$16.36

JURY/WITNESS - PAID \$68.00 ON CHECK #2184

Check #	Payee	Amount of Check
1924	Maegan Mclaughlin	\$6.00
1953	Karen Jeanette Turley	\$20.00
1963	Clyde Head	\$6.00
1964	Clyde Head	\$6.00
1970	Wesley Pina	\$6.00
2006	Jonathan Burton	\$6.00
2009	Timothy Kruse	\$6.00
2010	Timothy Kruse	\$6.00
2030	Elizabeth Villarreal	\$6.00

COURT SECURITY

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

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

MONTH	NUMBER OF PERSONS ENTERING BUILDING
JANUARY	5,800
FEBRUARY	6,690
MARCH	6,286
APRIL	6,524
MAY	6,468
JUNE	6,984
JULY	6,112
AUGUST	7,312
SEPTEMBER	6,652
OCTOBER	6,525
NOVEMBER	6,436
DECEMBER	5,640
TOTAL	77,429

FIVE YEAR COMPARISON

2012	2013	2014	2015	2016
81,575	77,327	75,678	80,821	77,429

COURT VISITATION PROGRAM

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

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

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

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

SCHOOL	DATE	NO. OF STUDENTS
CENTRAL TRAIL ELEMENTARY	11/18/16	106
DORR ELEMENTARY	05/20/16	65
HOLLAND ELEMENTARY	04/28/16	84
HOLLOWAY ELEMENTARY	05/19/16	48
MAPLEWOOD ELEMENTARY	04/07/16	58
ST. JOSEPH ELEMENTARY	05/02/16	25
	05/06/16	25
	05/23/16	25
SYLVAN ELEMENTARY	05/12/16	64
	TOTAL	500

2016 REACTIVATED CASES

ADMINISTRATIVE JUDGE	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC	TOTAL
FELONY	34	16	26	45	27	25	19	22	25	41	21	25	326
MISDEMEANOR	100	98	84	81	90	76	69	95	98	87	74	68	1,020
OVI	4	2	4	4	6	1	1	2	2	1	2	7	36
OTHER TRAFFIC	50	77	72	64	55	63	54	73	45	52	53	50	708
DAMAGES	0	0	1	0	1	0	0	1	2	0	0	1	6
CONTRACTS	2	6	4	1	2	1	2	3	2	0	2	0	25
F.E.D.	0	0	0	0	0	0	0	0	0	0	0	0	0
OTHER CIVIL	0	0	0	0	0	0	0	0	0	0	0	0	0
SMALL CLAIMS	1	0	0	1	0	1	0	0	0	0	1	0	3
INDIVIDUAL JUDGE													
MISDEMEANOR	61	65	45	61	59	49	33	56	52	52	44	48	625
OVI	1	4	4	2	6	3	5	7	4	4	5	1	46
OTHER TRAFFIC	48	58	52	40	50	42	57	46	35	39	43	27	537
DAMAGES	1	0	0	1	0	1	0	0	0	0	0	0	3
CONTRACTS	0	1	0	3	1	1	0	2	4	4	3	1	20
F.E.D.	1	1	0	1	1	1	2	2	1	1	0	0	11
OTHER CIVIL	0	0	0	0	0	0	0	0	0	0	0	0	0

CRIMINAL CASE TOTAL 1,971

TRAFFIC CASE TOTAL 1,327

CIVIL CASE TOTAL 65

SMALL CLAIMS 3

STATUTORY DISTRIBUTION OF CRIMINAL/TRAFFIC FINES

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

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

COURT COSTS CRIMINAL/TRAFFIC CASES

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

UP TO \$25.00 (DEPENDING ON OFFENSE) PER CONVICTION/FORFEITURE - STATE OF OHIO INDIGENT DEFENSE SUPPORT FUND (PUBLIC DEFENDER)

\$9.00 PER CONVICTION/FORFEITURE - STATE OF OHIO REPARATIONS ROTARY FUND (VICTIM OF CRIME)

\$25.00 PER CONVICTION/FORFEITURE - STATE OF OHIO BAIL BOND FEE (PUBLIC DEFENDER)

\$1.00 PER CONVICTION/FORFEITURE - CRIMINAL CASES ONLY (THRU 04/30/13) LUCAS COUNTY CRIME STOPPER

RECAPITULATION - 2016

PAID TO THE CITY OF SYLVANIA:

CRIMINAL & TRAFFIC DIVISION	\$739,017.40
CIVIL & SMALL CLAIMS DIVISION	\$152,017.59
TRUSTEESHIP DIVISION	\$119.70
BOND DIVISION	<u>\$100.00</u>
TOTAL	\$891,254.69

COMPUTER FEES TO CITY OF SYLVANIA:

CRIMINAL & TRAFFIC DIVISION	\$24,588.20
CIVIL AND SMALL CLAIMS DIVISION	\$3,384.00
TRUSTEESHIP	<u>\$4.00</u>
TOTAL	\$27,976.20

OPERATION FEES PAID TO CITY OF SYLVANIA:

CRIMINAL & TRAFFIC DIVISION	\$57,230.62
CIVIL & SMALL CLAIMS DIVISION	\$11,782.85
TRUSTEESHIP DIVISION	<u>\$10.00</u>
TOTAL	\$69,023.47

PAID TO CITY OF SYLVANIA - UNCLAIMED FUNDS:

CRIMINAL & TRAFFIC DIVISION	\$736.80
CIVIL & SMALL CLAIMS	\$642.49
JURY/WITNESS DIVISION	<u>\$68.00</u>
TOTAL	\$1,447.29

TOTAL PAID TO CITY OF SYLVANIA \$989,701.65

LESS EXPENSES <\$1,787,334.05>

+/- -\$797,632.40

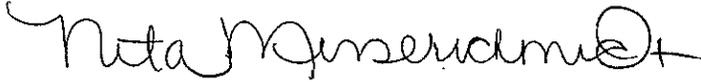
(DOES NOT INCLUDE NEW BUILDING COSTS)

BALANCE AS OF 12/31/2016

INDIGENT ALCOHOL TREATMENT ACCOUNT	\$65,916.29
INDIGENT ALCOHOL MONITORING FUND	\$215,932.08
INDIGENT SUPPORT FUND (ISFC)	\$28,629.35

CERTIFICATION

THE FOREGOING REPORT OF THE ACTIVITIES OF THE SYLVANIA MUNICIPAL COURT, SYLVANIA OHIO, FOR THE YEAR 2016 HAS BEEN COMPLIED IN ACCORDANCE WITH SECTION 1901.14 (A)(4), OF THE OHIO REVISED CODE, AND SHALL BE SUBMITTED TO THE BOARD OF THE COUNTY COMMISSIONERS OF LUCAS COUNTY, AND THE COUNCIL OF THE CITY OF SYLVANIA, SYLVANIA, OHIO.



NITA MESSERSCHMIDT, CLERK OF COURT
SYLVANIA MUNICIPAL COURT

DATE: 04/11/2017

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