

Sylvania City Council
August 20, 2018

7:30 p.m. Council Meeting
Agenda

1. Roll call. Mrs. Cappellini, Mr. Frye, Mr. Haynam, Mrs. Husman, Mr. Luetke, Mr. Richardson, Mrs. Westphal.
2. Pledge of Allegiance to the United States of America led by Mrs. Westphal.
3. Additions to the agenda.
4. Approval of the Council meeting minutes of July 16, 2018.
5. Roundabout Study: Brint/Main, Brint/Harroun, Harroun/Holland-Sylvania Intersections.
 - a. Service Director's report on study.
6. Holland-Sylvania Road Resurfacing Project - Co-Op Agreement with Lucas County.
 - a. Service Director's report on project.
 - b. Proposed Ordinance No. 43-2018, Joint Co-Op Agreement with Lucas County Commissioners relative to Holland-Sylvania Road Resurfacing project.
7. Sylvania Avenue Resurfacing Project- Co-Op Agreement with Lucas County.
 - a. Service Director's report on project.
 - b. Proposed Ordinance No. 44-2018, Joint Co-Op Agreement with Lucas County Commissioners relative to the Sylvania Avenue Resurfacing project.
8. Proposed Ordinance No. 45-2018, Agreement between City of Sylvania and Lucas County Commissioners for Suburban Court Services.
9. Proposed Ordinance No. 46-2018, First Amendment to Real Estate Purchase Agreement of SOMO MF Partners, LLC and SOMO Retail Holdings, LLC.
10. Proposed Ordinance No. 47-2018, Authorizing to enter into an Intergovernmental Cooperative Agreement for a New Water Management Facility. (Michindoh Aquifer)
11. Approval of items to be offered for auction on GovDeals.com.
12. Committee reports.
 - a. Safety Committee meeting from 7/31/18 regarding Designated Outdoor Refreshment Areas.
13. Committee referrals.

INFORMATION

- A. July 2018 Cash Report from the Division of Taxation.
- B. July 2018 Bank Reconciliation.
- C. Board of Architectural Review minutes from August 15, 2018.
- D. Municipal Planning Commission minutes from August 15, 2018.

Minutes of the Meeting of Council
July 16, 2018

The Council of the City of Sylvania, Ohio met in regular session on July 16, 2018 at 7:30 p.m. with Mayor Stough in the chair. Roll was called with the following members present: Katie Cappellini, Mark Frye, Doug Haynam, Sandy Husman, Mark Luetke, Patrick Richardson, Mary Westphal; (7) present;, (0) absent.

Roll call:
All present.

Pledge of Allegiance to the United States of America led by Mr. Richardson.

Pledge of
Allegiance.

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

The following items were added to the agenda:

- 9b. Schedule a Safety Committee meeting.
- 9b1. Proposed Ordinance No. 41-2018.
- 11. Update on SOMO Development.
- 12. Report from Sister City Commission.

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

Agenda
approval.

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

Mrs. Westphal presented the June 18, 2018 meeting minutes. Mrs. Westphal moved, Mr. Haynam seconded, that since the Mayor, members of Council, and others had been furnished copies of these minutes prior to this meeting, Council dispense with the reading of these minutes at this time, and the journal of the minutes of the regular meeting of June 18, 2018 be approved; roll call vote being: Frye, Haynam, Husman, Luetke, Richardson, Westphal, Cappellini, (7) yeas; (0) nays. The motion carried.

Approval of the
June 18 meeting
minutes.

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

Mrs. Westphal reported on the public hearing for SUP-2-2018, Ability Center of Greater Toledo held at 6:45 p.m. on this date. She stated the application requested an amendment to the Special Use Permit to add an indoor training center on the campus at 5605 Monroe Street. Mr. Harrington, Executive Director spoke providing the statistics of the programs and the need for the facility. Mrs. Westphal stated no one else spoke in favor or opposition to the proposed amendment.

Report of P.H.-
SUP-2-2018
Ability Center
of Greater
Toledo.

Mr. Haynam presented and read aloud by title only, proposed Ordinance No. 42-2018, a written copy of same having been previously furnished to each member of Council, "Amending the Special Use Permit of the Ability Center of Greater Toledo to construct a training center on campus, on the recommendation of the Municipal Planning Commission; and declaring an emergency." Mr. Hayman moved, Mrs. Westphal seconded, that Council dispense with the Second and Third Readings of said Ordinance;, roll call vote being: Haynam, Husman, Luetke, Richardson, Westphal, Cappellini, Frye, (7) yeas; (0) nays. The motion carried.

Ordinance No.
42-2018;
"SUP-2-2018,
Ability Center
training
facility....."

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Mr. Haynam moved, Mr. Luetke seconded, that Ordinance No. 42-2018 be enacted as an emergency measure as declared therein; roll call vote being: Husman, Luetke, Richardson, Westphal, Cappellini, Frye, Haynam, (7) yeas; (0) nays. The motion carried.

Mrs. Westphal reported on the public hearing of proposed Ordinance No. 21-2018– Medical Marijuana held at 7:00 p.m. on this date. Mrs. Chaney from SCAT stated she preferred a ban but proposed Ordinance No. 21-2018 is an acceptable compromise. Mrs. Cappellini read two text message she received in support of this legislation.

Report of P.H.;
Ordinance No.
21-2018.

Mr. Frye presented and read aloud by title only, proposed Ordinance No. 21-2018, a written copy of same having been previously furnished to each member of Council, “Amending Part Eleven – Planning and Zoning Code of the Codified Ordinances of Sylvania, 1979, as amended, by amending Section 1101.861 – Medical Marijuana Dispensary and by amending Section 1153.02-Special Uses; approving the recommendation of the Sylvania Municipal Planning Commission; and declaring an emergency.” Mr. Frye moved, Mrs. Husman seconded, that Council dispense with the Second and Third Readings of said Ordinance;, roll call vote being: Luetke, Richardson, Westphal, Cappellini, Frye, Haynam, Husman, (7) yeas; (0) nays. The motion carried.

Ordinance No.
21-2018,
“....Amending
Section
1101.861...
Medical
Marijuana
Dispensary...”

Mr. Frye moved, Mr. Haynam seconded, that Ordinance No. 21-2018 be enacted as an emergency measure as declared therein; roll call vote being: Richardson, Westphal, Cappellini, Frye, Haynam, Husman, Luetke, (7) yeas; (0) nays. The motion carried.

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

Mrs. Westphal moved, Mr. Luetke seconded to set a Special Council meeting to discuss proposed Resolution No. 11-2018 for Tuesday, July 31, 2018 at 5:30p.m. in council chambers; roll call vote being: Westphal, Cappellini, Frye, Haynam, Husman, Luetke, Richardson, (7) yeas; (0) nays. The motion carried.

Spec Council
Mtg; 7/31/18 @
5:30 regarding
Reso #11-2018.

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

Service Director’s report on the River Crossing Improvements & Hedingham Road and Tantallon Circle Resurfacing Projects was placed on file. Mr. Richardson presented and read aloud by title only, proposed Ordinance No. 39-2018, a written copy of same having been previously furnished to each member of Council, “Authorizing the Mayor and Director of Finance to approve Change Order No. 1 (Final) to this City’s Agreement with Gerken Paving, Inc. for the River Crossing Improvements & Hedingham Road & Tantallon Circle Resurfacing Project which reflects the final quantities used on the

Ordinances No.
39-2018,
“...approve CO
#1 (Final) River
Crossing
Improvements
& Hedingham &

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project; increasing the contract amount by \$4,449.35; appropriating funds therefore; and declaring an emergency.” Mr. Richardson moved, Mrs. Westphal seconded, that Council dispense with the Second and Third Readings of said Ordinance; roll call vote being: Westphal, Cappellini, Frye, Haynam, Husman, Luetke, Richardson, (7) yeas; (0) nays. The motion carried.

Tantallon
Circle...”

Mr. Richardson moved, Mr. Haynam seconded, that Ordinance No. 39-2018 be enacted as an emergency measure as declared therein; roll call vote being: Cappellini, Frye, Haynam, Husman, Luetke, Richardson, Westphal, (7) yeas; (0) nays. The motion carried.

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

Mr. Haynam presented and read aloud by title only, proposed Ordinance No. 40-2018, a written copy of same having been previously furnished to each member of Council, “Approving the banner application of Lourdes University; authorizing the Zoning Administrator to indicate such approval on behalf of the City of Sylvania; and declaring an emergency.”; Mr. Haynam moved, Mrs. Westphal seconded, that Council dispense with the Second and Third Readings of said Ordinance; roll call vote being: Frye, Haynam, Husman, Luetke, Richardson, Westphal, Cappellini, (7) yeas; (0) nays. The motion carried.

Ordinance No.
40-2018,
“Approving
banner
application...
Lourdes
University...”

Mr. Haynam moved, Mr. Luetke seconded, that Ordinance No. 40-2018 be enacted as an emergency measure as declared therein; roll call vote being: Haynam, Husman, Luetke, Richardson, Westphal, Cappellini, Frye, (7) yeas; (0) nays. The motion carried.

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

Mr. Richardson reported the Streets Committee met on June 29, 2018 to discuss City policy on sidewalk repairs. He stated Mr. Aller provided information on the process that is used for these repairs. The information provided will guide the budgeting for these repairs in the future.

Report of
Streets
Com...sidewalk
repairs.

Mrs. Westphal reported the Safety Committee met on July 9, 2018 to discuss the Tobacco 21 Initiative. She stated the Health Department provided clarifications of questions asked by council. Mr. Haynam moved, Mr. Luetke seconded to table the passage of the Tobacco 21 Initiative; roll call vote being: Husman, Luetke, Richardson, Westphal, Cappellini, Frye, Haynam, (7) yeas; (0) nays. The motion carried.

Report of Safety
Com....Tobacco
21 Initiative.

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Mr. Frye presented and read aloud by title only, proposed Ordinance No. 41-2018, a written copy of same having been previously furnished to each member of Council, "Amending Section 529.08-Hours of Sale or Consumption, of the Sylvania Codified Ordinances, 1979, as amended; and declaring an emergency." Mr. Frye moved, Mrs. Westphal seconded, that Council dispense with the Second and Third Readings of said Ordinance;, roll call vote being: Husman, Luetke, Richardson, Westphal, Cappellini, Frye, Haynam, (7) yeas; (0) nays. The motion carried.

Ordinance No. 41-2018, "amending... Section 529.08-Hours of Sale or Consumption..."

Mr. Frye moved, Mr. Luetke seconded, that Ordinance No. 41-2018 be enacted as an emergency measure as declared therein; roll call vote being: Luetke, Richardson, Westphal, Cappellini, Frye, Haynam, Husman, (7) yeas; (0) nays. The motion carried.

Mr. Frye set a Safety Committee meeting for Tuesday, July 31, 2018 at 5:00pm. to discuss a Downtown Outdoor Refreshment Area.

Safety Com. mtg scheduled for 7/31/18 @ 5:00 p.m.

Mayor Stough stated there are no items for agenda item 10 so Council will now consider agenda item 11.

Law Director Brinning provided information regarding the SOMO development. Mrs. Brinning and Service Director Aller provided information on the obstacles they had faced for closing. Closing is set for Tuesday, July 24, 2018.

SOMO Update.

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

Mr. Luetke stated the Sister City Commission met in Port Huron on Sunday, July 15th for the mid-year planning meeting. He stated there is renewed enthusiasm of their activities including Fall Festival, Santa Claus parade, tourism opportunities, and the development of a joint Facebook page to share activity calendars.

Sister City Commission Update.

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

Mrs. Westphal moved, Mrs. Cappellini seconded that this meeting adjourn; all present voting yea (7); (0) nays. The motion carried and the meeting adjourned at 8:11 p.m.

Adjournment.

Clerk of Council

Mayor

5a



DEPARTMENT OF PUBLIC SERVICE

KEVIN G. ALLER, PE DIRECTOR

August 17, 2018

To: The Mayor and Members of Sylvania City Council

Re: **Roundabout Study**
Brint/Main, Brint/Harroun, Harroun/Holland-Sylvania Intersections

Dear Mr. Mayor and Council Members:

City Council previously approved this study with NE Roundabouts, Inc. via Ordinance 71-2017.

The goal of the study was to determine the feasibility of modern roundabouts at the three intersections above. If not feasible, what improvements would be recommended to improve the performance at these intersections.

The attached Memo reviews the three intersections and recommended alternatives to move forward. We are available at your convenience to review the results in more detail should you desire.

Please call if you have any questions.

Sincerely,

Kevin G. Aller, P.E.

Director of Public Service

KGA/dsw



MEMO

NE ROUNDABOUTS, Inc.
2396 NY Route 43
Averill Park, New York 12018
Phone (518) 674-8350

DATE: July 30, 2018

To:
City of Sylvania
Department of Public Service
c/o Joseph E. Shaw, P.E., P.S.
6730 Monroe Street
Sylvania, OH 43560

For:
Conceptual study of 3 intersections in Sylvania, OH:
N. Holland Sylvania Road (CR 1572) @ Harroun
Road (TR 77), N. Holland Sylvania Road (CR 1572)
@ Brint Road (CR 8) and Main St, Brint Road (CR 8)
@ Harroun Road (TR 77)

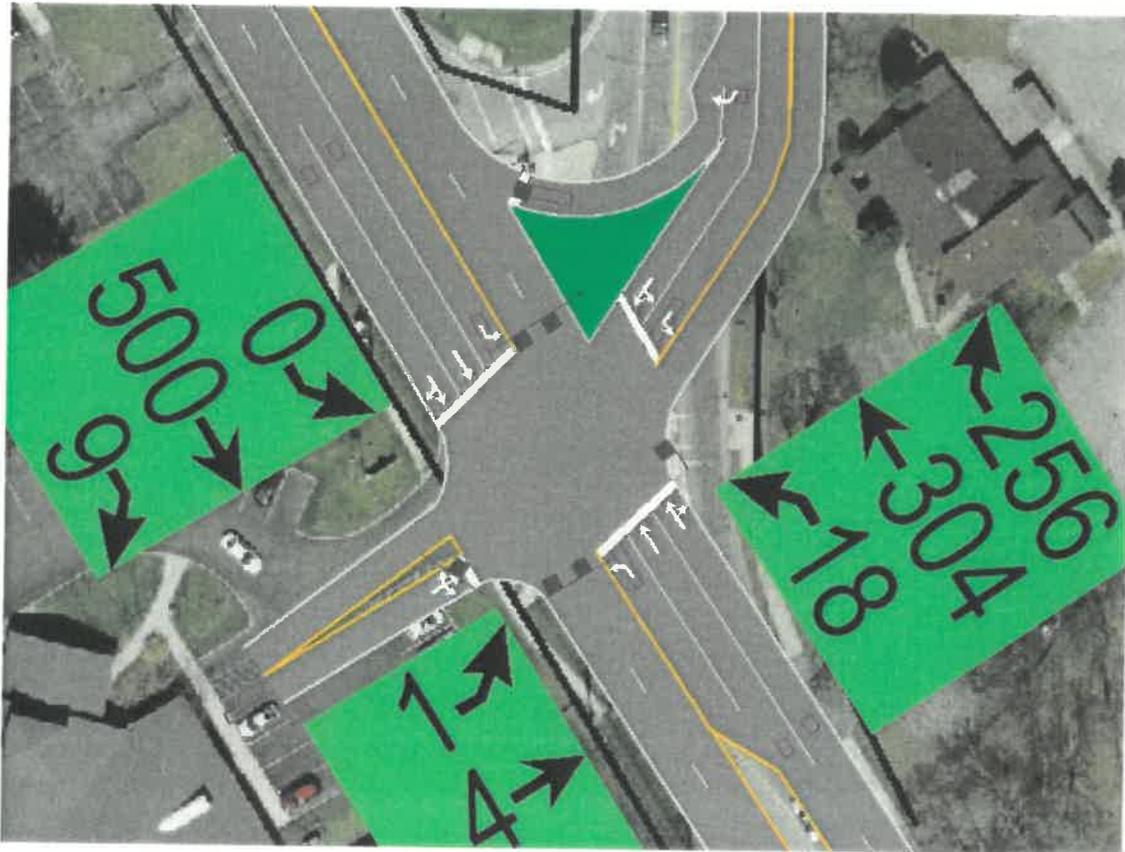
Joseph,

I have performed a conceptual study for the following intersections in Sylvania, OH: N. Holland Sylvania Road (CR 1572) @ Harroun Road (TR 77), N. Holland Sylvania Road (CR 1572) @ Brint Road (CR 8) and Main St, Brint Road (CR 8) @ Harroun Road (TR 77). The intersections are shown in the image below:



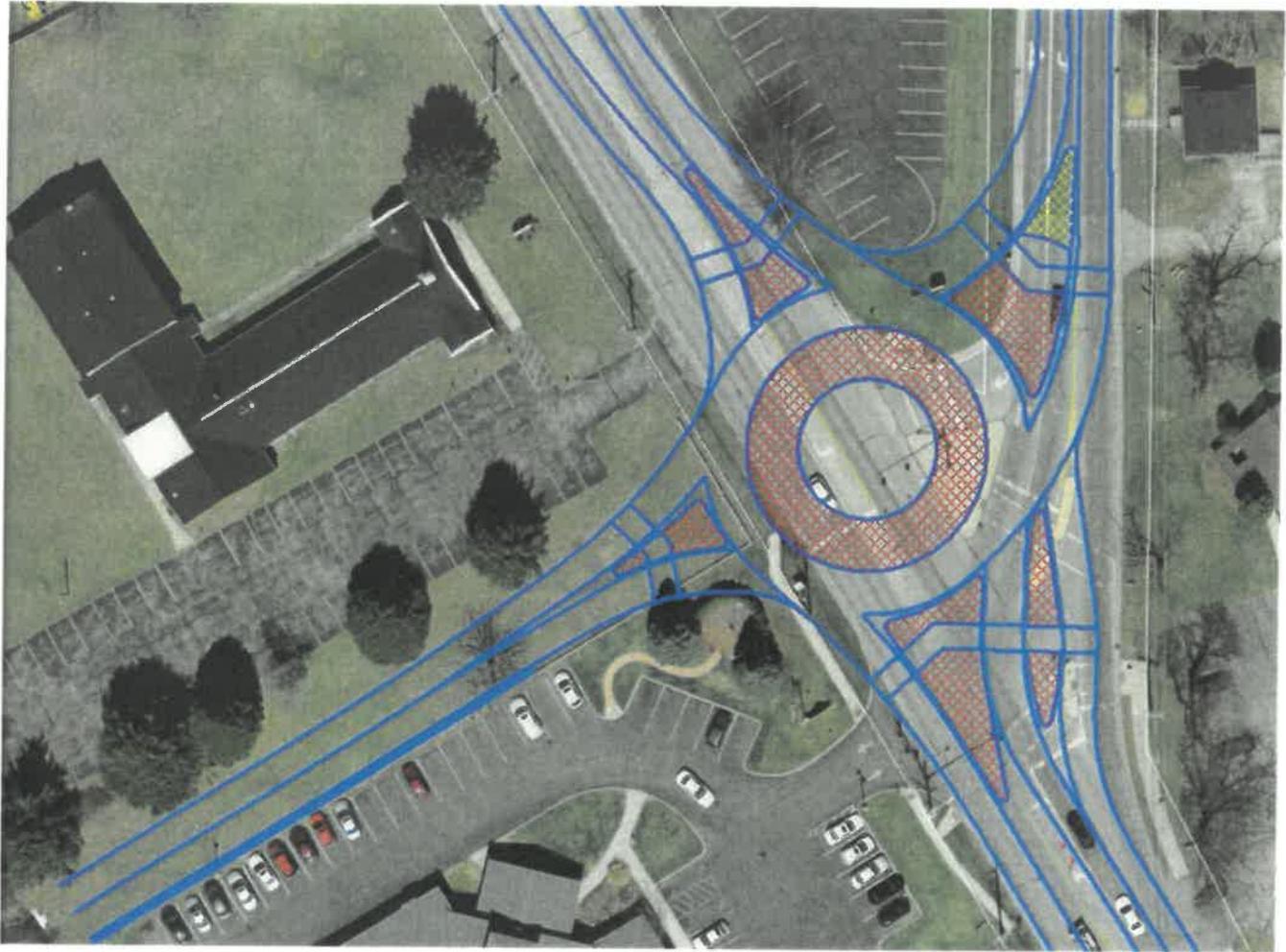
The conceptual study included analyzing the existing signalized intersections with Synchro/SimTraffic, performing roundabout analysis using SIDRA, and developing a simulation of the potential roundabouts utilizing VISSIM. CAD layouts were developed for the potential roundabout alternatives. This memo will go intersection by intersection, starting with the southernmost one and going counterclockwise around the triangle shaped area formed by the three intersections. These intersections operate as a network with a signal cycle length of 60 seconds in the AM and 70 seconds in duration during the PM peak. For the hours outside of the AM and PM peak hours the cycle length is set at 60 seconds.

- 1) **N. Holland Sylvania Road @ Harroun Road** – this intersection currently operates with the lane configuration shown below:



Shown in the image above are some of the intersection turn counts as well. The intersection turn counts were provided to NE ROUNDABOUTS, Inc. and are included in Attachment A. This intersection was analyzed utilizing the existing timing at the intersection. The existing timing was initially provided for all three intersections as signal controller data, this information is in Attachment B. The existing intersection functions quite well from a delay perspective, averaging just over 11 seconds of delay per vehicle in the AM peak and 13 seconds per vehicle during the PM peak. The existing intersection analysis for all three intersections is included in Attachment C. This includes Synchro and SimTraffic files and results. The only potential improvement to the existing signalized intersection is to implement a slightly longer cycle length and revised timing.

The roundabout analysis provided slightly better results, averaging just under 7 seconds of delay per vehicle in the AM peak and just over 7 seconds per vehicle during the PM peak for the existing traffic volumes. The roundabout analysis was also performed for the years 2023 and 2043, with 2023 being the expected year of completion if the roundabouts were constructed and then analyzing 20 years into the future after the roundabouts were constructed to ensure that the roundabout designs would provide acceptable operations for at least 20 years after construction. The final design for the roundabout is shown in the following image:



The final design for the roundabout is primarily a single lane roundabout, with the northbound movement needing a right turn only lane to provide acceptable operations for the 20 year traffic projection. The future traffic projects were developed using the recommended 0.5% per year growth rate for the entire project area. The roundabout design files are in Attachment E. The roundabouts were designed to accommodate a WB-67 design vehicle.

An analysis summary for the N. Holland Sylvania Road (CR 1572) @ Harroun Road (TR 77) intersection is below (this table reports the existing conditions and what future conditions are expected to be with some retiming of the signal or if a roundabout is implemented):

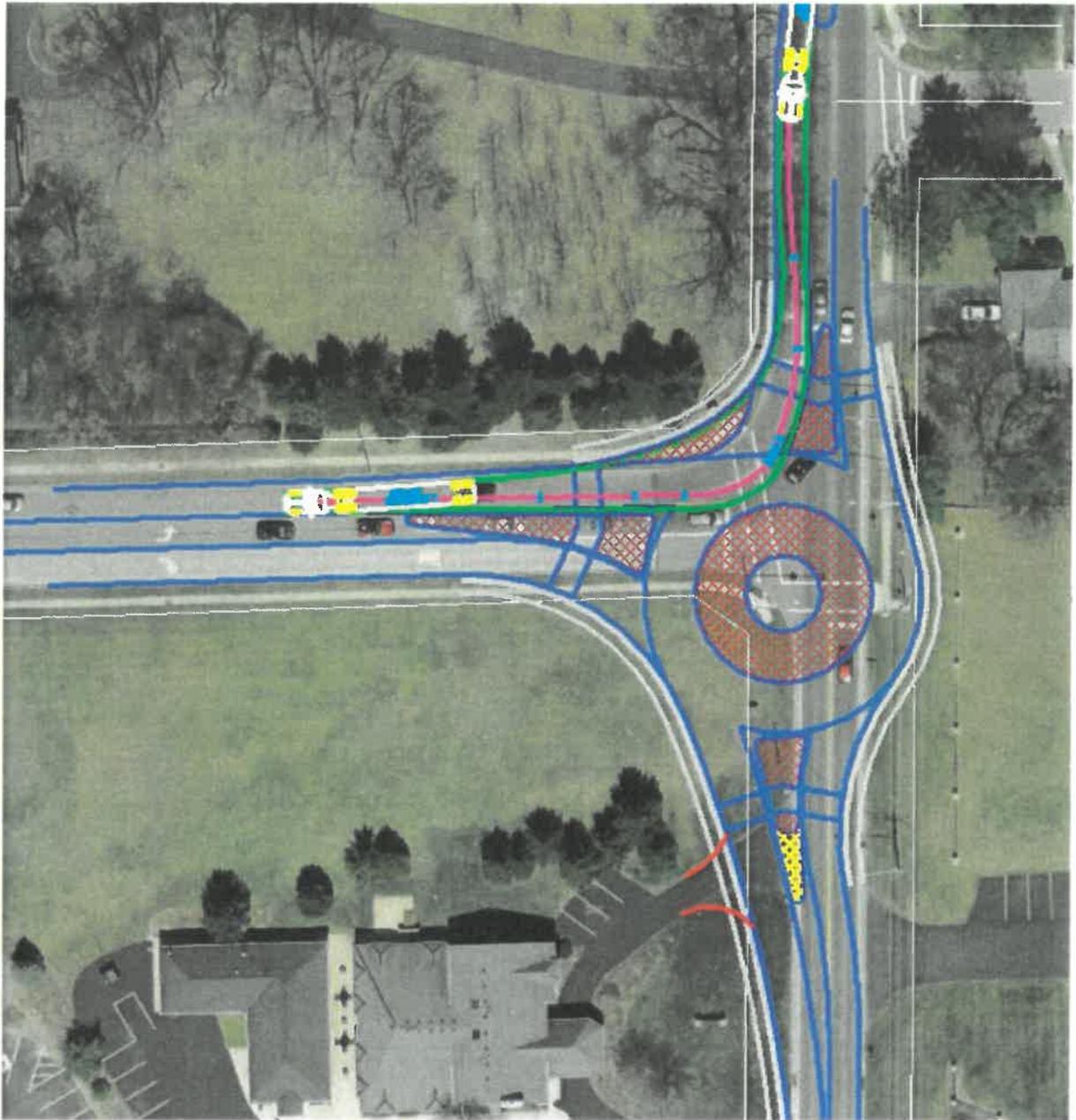
N. HOL SYL RD @ HARROUN ROAD	2017 AM SIGNAL	2017 PM SIGNAL	2023 AM SIGNAL	2023 PM SIGNAL	2043 AM SIGNAL	2043 PM SIGNAL	2023 AM RNDABT	2023 PM RNDABT	2043 AM RNDABT	2043 PM RNDABT
OVERALL INTERSECTION DELAY (s)	11.5	13.0	8.5	10.3	8.7	10.6	6.8	7.8	7.6	8.8
LEVEL OF SERVICE (LOS)	B	B	A	B	A	B	A	A	A	A

2) **Brint Road @ Harroun Road** – this intersection currently operates with the lane configuration below:



In addition to the signal controller data for this and the other signalized intersection along Brint Road being studied, the plan sheets for the signal installation projects were also provided. This information is in Attachment B1. The existing intersection functions quite well from a delay perspective for most moves, averaging around 13 seconds of delay per vehicle in the AM and PM peak. The left turning vehicles from Brint Road experience 25 seconds of delay in the AM and 30 seconds of delay in the PM. The only potential improvement to the existing signalized intersection is to take a few seconds of green time from the northbound and southbound movements and add this time to the eastbound move. The through movements on Harroun Road only experience around 6 to 7 seconds of delay currently, moving a few seconds of green time to Brint Road will result in a more equitable delay condition.

Similar to the first intersection, the roundabout analysis provided slightly better results, averaging just under 7 seconds of delay per vehicle in the AM peak and just over 7 seconds per vehicle during the PM peak for the existing traffic volumes. The roundabout delay only increases by a second per vehicle by the year 2043. The roundabout design is shown below:



The final design for the roundabout is just a single lane roundabout, with a minor outside truck apron needed to accommodate the southbound to westbound turning WB-67 design vehicle – this path is shown in the image above.

An analysis summary for the Brint Road (CR 8) @ Harroun Road (TR 77) intersection is below (this table reports the existing conditions and what future conditions are expected to be with some retiming of the signal or if a roundabout is implemented):

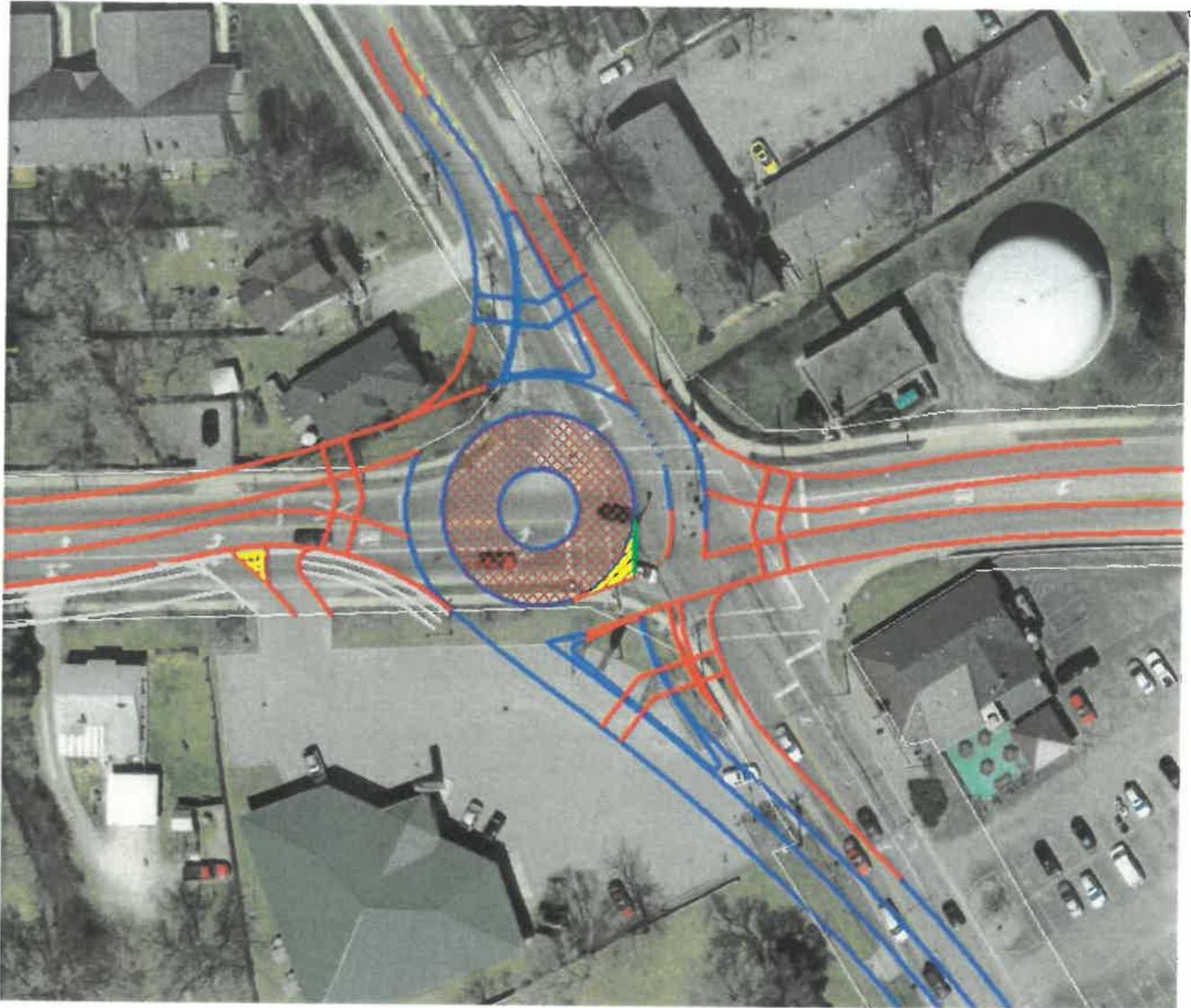
BRINT @ HARROUN ROAD	2017 AM SIGNAL	2017 PM SIGNAL	2023 AM SIGNAL	2023 PM SIGNAL	2043 AM SIGNAL	2043 PM SIGNAL	2023 AM RNDABT	2023 PM RNDABT	2043 AM RNDABT	2043 PM RNDABT
OVERALL INTERSECTION DELAY (s)	13.0	13.4	18.1	14.3	21.0	15.0	7.0	7.7	7.7	8.6
LEVEL OF SERVICE (LOS)	B	B	B	B	C	B	A	A	A	A

- 3) **N. Holland Sylvania Road @ Brint Road and Main St** – this intersection currently operates with the lane configuration below:



This existing intersection functions relatively well from a delay perspective for most moves, averaging around 20 seconds of delay per vehicle in the AM peak and around 22 seconds of delay in the PM peak. Most of the delay comes from the southbound approach, the southbound through move is the only movement that averages around 30 seconds of delay during both peak periods. There are two improvements that can be implemented at this intersection. The first improvement is to just revise the timing, the second improvement is to add an eastbound right turn only lane. This lane can begin right after the access point for the movie rental property and will improve operations for multiple moves. The eastbound move will need less time dedicated to it since it will no longer have over 600 vehicles per hour in the PM peak on one lane. The time savings for the eastbound move can be allocated to the southbound move, noticeably improving the delay for this move. This second improvement, the eastbound right turn only lane, may involve some right-of-taking to implement.

The roundabout analysis provided significantly better results, averaging just under 13 seconds of delay per vehicle in the AM peak and 14 seconds per vehicle during the PM peak for the existing traffic volumes. Unlike the other 2 locations the roundabout layout does not fit within the existing intersection without significant right-of-way (ROW) impact. Multiple placements of the roundabout were attempted to minimize and/or shift the ROW impacts but no really acceptable location, from a ROW perspective, was developed. The last attempted roundabout design is shown in the following image:



An analysis summary for the N. Holland Sylvania Road (CR 1572) @ Brint Road (CR 8) and Main Street intersection is below (this table reports the existing conditions and what future conditions are expected to be with some retiming of the signal and with the addition of an EB RTO lane):

N. HOL SYL RD @ BRINT RD/MAIN	2017 AM SIGNAL	2017 PM SIGNAL	2023 AM SIGNAL	2023 PM SIGNAL	2043 AM SIGNAL	2043 PM SIGNAL	2023 AM RNDABT	2023 PM RNDABT	2043 AM RNDABT	2043 PM RNDABT
OVERALL INTERSECTION DELAY (s)	20.3	21.8	17.4	20.3	17.7	23.8	12.9	15.2	21.1	20.8
LEVEL OF SERVICE (LOS)	C	C	B	C	B	C	B	C	C	C

In summary, while the proposed roundabout designs will provide excellent design vehicle (WB-67) accommodation and reduce delay over the existing intersection configurations it would be difficult to justify the expense and disturbance during construction since all of the 3 intersections are operating reasonably well. The one intersection that is operating less efficiently than the other two intersections, the Main Street @ Brint Road intersection, doesn't allow for a good roundabout design based on site constraints and this signalized intersection can be easily improved. Minor widening to develop an eastbound right turn only lane and some retiming improves current operations as well as into the foreseeable future.

Please contact me with any questions / comments regarding this conceptual study memo.

Sincerely,

Howard McCulloch

Howard McCulloch, P.E.
NE ROUNDABOUTS, Inc.

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DEPARTMENT OF PUBLIC SERVICE

KEVIN G. ALLER, PE DIRECTOR

August 17, 2018

To: The Mayor and Members of Sylvania City Council

Re: **Holland-Sylvania Resurfacing**

Dear Mr. Mayor and Council Members:

The Lucas County Engineers office plans to resurface Holland-Sylvania Road from Elmer Drive to Brint Road.

The project consists of resurfacing, replacing failed curb and gutter, spots of full-depth repair and other miscellaneous work. Portions of the resurfacing work will be performed within the City of Sylvania limits. You may have seen our City forces on Holland-Sylvania this summer. Their work was being done in preparation for this resurfacing.

The City's cost share per the attached agreement is \$278,176. We are in agreement with this cost and recommend approval of the agreement. This project will be included in our proposed 2019 Capital Improvement Program.

Sincerely,

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

JOINT COOPERATION AGREEMENT

FOR

HOLLAND-SYLVANIA ROAD RESURFACING PROJECT

BETWEEN

CITY OF SYLVANIA

AND

LUCAS COUNTY

This Agreement is by and between the Board of Lucas County Commissioners, hereafter referred to as **COUNTY**, and the City of Sylvania, hereinafter referred to as **CITY**.

WITNESSTH

WHEREAS, the **CITY** and the **COUNTY** agreed to participate in a joint project for the following road improvement:

Holland-Sylvania Road:

Located from 0.02 mi. south of Elmer Dr. to 0.08 mi. south of Central Ave., 0.02 mi. north of Goodhue Dr. to 0.02 mi. south of Sylvania Ave., 0.12 mi. north of Sylvania Ave. to Brint Road (Approx. 2.08 miles) in Sylvania Township and portions in the City of Sylvania. The work includes milling the existing asphalt pavement, performing spot full depth repair, replacing failed curb & gutter, reconstructing catch basins, placing a two course asphalt concrete overlay, adjusting catch basins and manholes to grade, guardrail and concrete barrier

construction, replacement of curb ramps, replacement of pavement markings and RPM's, and other related work. Hereinafter, referred to as **PROJECT**, and

WHEREAS, the **COUNTY** has received approval from the District 12 Integrating Committee for Ohio Public Works Commission (OPWC) funding available July 1, 2018 for a grant of \$688,500 for said **PROJECT**,

WHEREAS, the **CITY** and **COUNTY** desire to conclude an Agreement which will accomplish the design and construction of said **PROJECT**.

NOW, THEREFORE, the **CITY** and **COUNTY** for mutual benefits, herein contained and specified, have agreed and do hereby agree to as follows:

1. The **COUNTY** will prepare the necessary survey and detailed construction plans, bid documents, specifications, construction estimate, provide contract administration, advertising, bidding, testing, and administer the construction work including inspection for the **PROJECT**.
2. The **CITY** contribution and the **COUNTY** contribution to the **PROJECT** are now estimated at 16.8% and 41.7% respectively based on 82.7% of the area of work is within the **COUNTY** and 17.3% of the area of work is within the **CITY** as of August 1, 2018. When the actual **PROJECT** costs are finalized, the **COUNTY** will reconcile the actual local contributions. The **COUNTY**, as project manager, will complete and send the O.P.W.C. Disbursement Forms to the O.P.W.C.
3. The **COUNTY** shall invoice the **CITY** for the current estimated amount of \$278,176 (amount to be based on actual cost) to pay the **CITY** share of the project. The **CITY** agrees to process payment within 60 days of receipt of said invoice.

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

5. Attached to this Agreement is the current estimate for the **PROJECT** which gives approximate levels of financial participation for the **CITY** and **COUNTY** with the said Ohio Public Works funding.

IN WITNESS WHEREOF, the **CITY** and **COUNTY** have adopted the provisions of this Agreement and have directed the execution of the same by their duly authorized representatives on the date hereinafter shown.

CITY OF SYLVANIA

BOARD OF LUCAS COUNTY COMMISSIONERS

Craig A. Stough, Mayor

Pete Gerken, President

Date:_____

Tina Skeldon Wozniak

Toby Schroyer, Director of Finance

Carol Contrada

Date:_____

Date:_____

Approved as to Form:

Approved as to Form:

Director of Law

Lucas County Prosecutor

Date:_____

Date:_____

Approved as to Content:

Approved as to Content:

Director of Public Service

Lucas County Engineer

Date:_____

Date:_____

CURRENT PROJECT ESTIMATE

FOR

HOLLAND-SYLVANIA ROAD RESURFACING PROJECT

(CITY OF SYLVANIA AND LUCAS COUNTY)

Design & Engineering	\$20,000	County
Bid Documents & Advertising	\$1,000	County
Construction & Contingency	\$1,607,954	OPWC, City & County
Construction Inspection / Testing	\$29,000	County
TOTAL PROJECT COST	\$1,657,954	

COUNTY CONTRIBUTION

(41.7%)

Design & Engineering	\$ 20,000
Bid Documents/Advertising	\$ 1,000
Construction & Contingency	\$ 641,278
Construction Inspection	\$ 25,000
Testing	\$ 4,000
TOTAL	\$ 691,278

CITY CONTRIBUTION

(16.8%)

Construction & Contingency	\$278,176
TOTAL	\$ 278,176

OPWC CONTRIBUTION

(41.5%)

Construction	\$ 688,500
TOTAL	\$ 688,500

ORDINANCE NO. 43 -2018

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 LUCAS COUNTY COMMISSIONERS, RELATIVE TO THE HOLLAND-SYLVANIA ROAD RESURFACING PROJECT; APPROPRIATING \$278,176 FOR SAID PROJECT; AND DECLARING AN EMERGENCY.

WHEREAS, Lucas County and the City of Sylvania have previously entered into Joint Cooperation Agreements to facilitate efficient improvements that are located in both jurisdictions; and,

WHEREAS, this Joint Cooperation Agreement provides resurfacing Holland-Sylvania Road from Elmer Drive to Brint Road as well as replacing failed curb and gutter, spots of full-depth repair and other miscellaneous work, with portions of the resurfacing work being within the City limits; and,

WHEREAS, the Director of Public Service, in a report dated August 17, 2018, has recommended the approval a Joint Cooperation Agreement and indicated that it is estimated that the City's share of the project cost is \$278,176.

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 Lucas County for the purpose of resurfacing Holland-Sylvania Road from Elmer Drive to Brint Road well as replacing failed curb and gutter, spots of full-depth repair and other miscellaneous work within the City.

SECTION 2. 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. 401-7610-53503, Street Improvements** the total sum of Two Hundred Seventy-Eight Thousand One Hundred Seventy-Six Dollars (\$278,176.00).

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 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, _____, 2018, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

79



DEPARTMENT OF PUBLIC SERVICE

KEVIN G. ALLER, PE DIRECTOR

August 17, 2018

To: The Mayor and Members of Sylvania City Council

Re: **Sylvania Avenue Resurfacing**

Dear Mr. Mayor and Council Members:

The Lucas County Engineers (LCE) office will be resurfacing Sylvania Avenue, from Centennial Road to McCord Road. There will also be storm sewer replacement and portions of full-depth reconstruction completed.

The total project cost is \$2,718,000. The LCE has obtained \$2,041,600 in Surface Transportation Program funds as well as \$400,000 in Ohio Public Works Commission funds. The remaining \$276,100 is to be split between the City and LCE base on lane miles inside/outside the City boundaries. Therefore, the City's share will be \$82,850.

This project will be included in our proposed 2019 Capital Improvement Program. We recommend approval of the attached agreement to allow the project to move forward.

Sincerely,

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

JOINT COOPERATION AGREEMENT

FOR

SYLVANIA AVENUE RESURFACING PROJECT

BETWEEN

CITY OF SYLVANIA

AND

LUCAS COUNTY

This Agreement is by and between the Board of Lucas County Commissioners, hereafter referred to as **COUNTY**, and the City of Sylvania, hereinafter referred to as **CITY**.

WITNESSTH

WHEREAS, the **CITY** and the **COUNTY** agreed to participate in a joint project for the following road improvement:

Sylvania Avenue (from 0.05 mile East of Centennial Road to 0.11 mile West of McCord Road:

The scope of work includes reconstruction of the original aggregate lime fly-ash pavement (39% of the pavement area) milling and two course resurfacing with spot full depth repair of the remaining pavement, replacement of approximately 0.27 miles of storm sewer, catch basin and manhole repair, adjusting manholes, drives and shoulders brought to grade, placement of pavement markings and RPM's and other related work, hereinafter, referred to as **PROJECT**, and

WHEREAS, the **COUNTY** has received approval from the District 12 Integrating Committee for Ohio Public Works Commission (OPWC) funding available July 1, 2018 for a grant of \$400,000 for said **PROJECT**,

WHEREAS, the **CITY** and **COUNTY** desire to conclude an Agreement which will accomplish the design and construction of said **PROJECT**.

NOW, THEREFORE, the **CITY** and **COUNTY** for mutual benefits, herein contained and specified, have agreed and do hereby agree to as follows:

1. The **COUNTY** will prepare the necessary survey and detailed construction plans, bid documents, specifications, construction estimate, provide contract administration, advertising, bidding, testing, and administer the construction work including inspection for the **PROJECT**.
2. The **CITY** contribution is a lump sum of \$82,850. The **COUNTY** will invoice the **CITY** after the **PROJECT** is awarded to the lowest and best bidder. The **COUNTY**, as project manager, will complete and send the O.P.W.C. Disbursement Forms to the Ohio Public Works Commission. The **CITY** agrees to process payment within 60 days of receipt of said invoice.
3. It is the intent of the Agreement that the **CITY** and **COUNTY** shall each properly and expeditiously discharge any requirements that may devolve upon them from time to time during the period this Agreement will be in force.
4. Attached to this Agreement is the current estimate for the **PROJECT** which gives approximate levels of financial participation for the **CITY** and **COUNTY** with the said Ohio Public Works funding.

IN WITNESS WHEREOF, the **CITY** and **COUNTY** have adopted the provisions of this Agreement and have directed the execution of the same by their duly authorized representatives on the date hereinafter shown.

CITY OF SYLVANIA

BOARD OF LUCAS COUNTY COMMISSIONERS

Craig A. Stough, Mayor

Pete Gerken, President

Date: _____

Tina Skeldon Wozniak

Toby Schroyer, Director of Finance

Carol Contrada

Date: _____

Date: _____

Approved as to Form:

Approved as to Form:

Director of Law

Lucas County Prosecutor

Date: _____

Date: _____

Approved as to Content:

Approved as to Content:

Director of Public Service

Lucas County Engineer

Date: _____

Date: _____

CURRENT PROJECT ESTIMATE
FOR
SYLVANIA AVENUE
RESURFACING PROJECT
(CITY OF SYLVANIA AND LUCAS COUNTY)

Design & Engineering	\$165,000	County
Bid Documents & Advertising	\$2,000	County
Construction & Contingency	\$2,386,000	OPWC, City & STP
Construction Inspection / Testing	\$165,000	OPWC, County & STP
TOTAL PROJECT COST	\$2,718,000	

COUNTY CONTRIBUTION
(7.12%)

Design & Engineering	\$ 165,000
Bid Documents/Advertising	\$ 2,000
Construction Inspection / Testing	\$ 26,550
TOTAL	\$ 193,550

CITY CONTRIBUTION
(3.05% - LUMP SUM)

Construction	\$ 82,850
TOTAL	\$ 82,850

OPWC CONTRIBUTION
(14.72%)

Construction	\$ 400,000
TOTAL	\$ 400,000

STP CONTRIBUTION
(75.11%)

Construction	\$1,909,600
Construction Inspection	\$ 132,000
TOTAL	\$2,041,600

ORDINANCE NO. 44 -2018

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 LUCAS COUNTY COMMISSIONERS, RELATIVE TO THE SYLVANIA AVENUE RESURFACING PROJECT; APPROPRIATING \$82,850 FOR SAID PROJECT; AND DECLARING AN EMERGENCY.

WHEREAS, Lucas County and the City of Sylvania have previously entered into Joint Cooperation Agreements to facilitate efficient improvements that are located in both jurisdictions; and,

WHEREAS, this Joint Cooperation Agreement provides resurfacing Sylvania Avenue from Centennial Road to McCord Road as well as storm sewer replacement and portions of full-depth reconstruction; and,

WHEREAS, the total cost of the project is \$2,718,000, however, the Lucas County Engineer has obtained \$2,041,600 in Surface Transportation Program funds as well as \$400,000 in Ohio Public Works Commission funds; and,

WHEREAS, the remaining \$276,100 is to be split between the City and Lucas County based on lane miles inside/outside the City boundaries; and,

WHEREAS, the Director of Public Service, in a report dated August 17, 2018, has recommended the approval a Joint Cooperation Agreement and indicated that it is estimated that the City's share of the project cost is \$82,850.

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 Lucas County for the purpose of resurfacing Sylvania Avenue from Centennial Road to

McCord Road as well as storm sewer replacement and portions of full-depth reconstruction within the City.

SECTION 2. 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. 401-7761-53503, Street Improvements** the total sum of Eighty-Two Thousand Eight Hundred Fifty Dollars (\$82,850.00).

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 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, _____, 2018, 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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ORDINANCE NO. 45 - 2018

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AN AGREEMENT ON BEHALF OF THE CITY OF SYLVANIA BETWEEN THE CITY OF SYLVANIA AND THE BOARD OF LUCAS COUNTY COMMISSIONERS FOR THE SUBURBAN COURT SERVICES PROGRAM; AGREEING TO PARTICIPATE IN FUNDING A PORTION OF THE LOCAL SHARE FOR SUBURBAN COURTS' SERVICES; APPROPRIATING \$25,000 THEREFORE; AND DECLARING AN EMERGENCY.

WHEREAS, Ordinance No. 169-97 approved the application by the Suburban Court Services to the Victims of Crime Assistance (hereinafter "VOCA") grant and authorized the City of Sylvania to share one-third of the 25% match required by the grant; and,

WHEREAS, said Ordinance authorized the expenditure of up to \$12,622.00 for Sylvania's local share of this grant; and,

WHEREAS, Ordinance No. 56-99, passed May 17, 1999, approved the Suburban Court Services grant application for federal funds under the Victims of Crime Act ("VOCA") through the office of the Ohio Attorney General's Office and agreed to participate in funding a portion of the local share up to \$15,056.34 for Sylvania's share of this grant; and,

WHEREAS, by Ordinance No. 17-2001, passed February 20, 2001, the City of Sylvania agreed to participate in a portion of the local share funding of Suburban Court Services which portion of funding increased to \$36,568.14 for the year 2001 due to the expiration of funding through the Byrne Memorial Grant and also included a three percent per year increase over the duration of the Agreement through September 30, 2003; and,

WHEREAS, by Ordinance No. 25-2004, passed March 15, 2004, the City of Sylvania agreed to participate in a portion of the local share funding of Suburban Court Services from October 1, 2003 through September 30, 2004 in the amount of \$38,795.14; and,

WHEREAS, by Ordinance No. 94-2004, passed November 15, 2004, the City of Sylvania agreed to participate in a portion of the local share funding of Suburban Court Services from October 1, 2004 through September 30, 2005 in the amount of \$38,795.14; and,

WHEREAS, by Ordinance No. 97-2006, passed October 2, 2006, the City of Sylvania agreed to participate in a portion of the local share funding of Suburban Court Services from October 1, 2006 through September 30, 2007 in the amount of \$9,635.00, which price decrease was a result of the City now providing office space and supplies; and,

WHEREAS, by Ordinance No. 33-2008, passed April 7, 2008, the City of Sylvania agreed to participate in a portion of the local share funding of Suburban Court Services from October 1, 2007 through September 30, 2008 in the amount of \$25,000; and,

WHEREAS, since 2008, the City of Sylvania has participated in a portion of the local share funding of Suburban Court Services in the amount of \$25,000; and,

WHEREAS, the City of Sylvania has received a request for funding Suburban Court Services in the amount of \$25,000.00 for October 1, 2017 through September 30, 2018.

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

SECTION 1. That City of Sylvania hereby agrees to participate in funding a portion of the local share in an amount of not to exceed Twenty-Five Thousand Dollars (\$25,000.00) for the year October 1, 2017 – September 30, 2018.

SECTION 2. That the Mayor and Director of Finance be, and they hereby are, authorized to evidence such approval and agreement by signing such documents as may be necessary and the Clerk of this Council is hereby authorized and directed to certify a copy of this Ordinance and provide such certified copy to Judge Ramey.

SECTION 3. That to provide funds for said services hereby authorized, there is hereby appropriated from the **GENERAL FUND** from funds therein not heretofore appropriated to **Account No. 110-7740-51295 - LCCPC Board Services** the total sum of Twenty-Five Thousand Dollars (\$25,000.00).

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 funding for Suburban Court Services should be provided for immediately. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

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

Passed, _____, 2018, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

AGREEMENT BETWEEN THE CITY OF SYLVANIA AND THE BOARD OF LUCAS COUNTY COMMISSIONERS FOR THE SUBURBAN COURT SERVICES PROGRAM

This agreement executed this ____ day of _____, 2018 by an between the City of Sylvania, Ohio, a charter municipal corporation organized under the laws of the State of Ohio and the Board of Lucas County Commissioners (Lucas County), a political subdivision of the State of Ohio.

WHEREAS, since 1997 the parties have participated in the Suburban Court Services Program which provides victim advocacy services to victims and witnesses of misdemeanor crimes in the participating courts; and,

WHEREAS, all parties desire to continue the Suburban Court Services Program;

NOW, THEREFORE, the parties to this contract agree to the following terms and conditions:

1. The Board of Lucas County Commissioners shall administer the program through the Lucas County Prosecutor's Office.
2. Subject to the provisions of paragraph 5, the term of the Suburban Court Services Program shall be from October 1, 2017 through September 30, 2018, coinciding with the funding from the Victims of Crime Act.
3. The City of Sylvania shall pay the Board of Lucas County Commissioners the sum of \$25,000.00 to be used as matching dollars for the VOCA grant and for the use of the services of the program during the contract period.
4. The matching dollars needed are to coincide with a federal funding period which is October 1, 2017 through September 30, 2018.
5. Lucas County may cancel or modify this agreement, without prior notification, if there is a termination or change in the amount of funding from the Victims of Crime Act. Lucas County may cancel the agreement, after having given the other parties 60 days written notice. The municipality may terminate its participation in this agreement, after having given the other parties 60 days written notice.

IN WITNESS WHEREOF, this contract has been executed by the parties as of the day and year first written above. This contract contains two (2) pages.

LUCAS COUNTY BOARD OF COMMISSIONERS

Date _____

Commissioner Wozniak

Commissioner Contrada

Commissioner Gerken

CITY OF SYLVANIA

Date _____

Mayor

Approved as to form:

Finance Director

Law Director

Judge of the Municipal Court

ORDINANCE NO. 46 -2018

APPROVING THE FIRST AMENDMENT TO COMMERCIAL REAL ESTATE PURCHASE AGREEMENT OF SOMO MF PARTNERS, LLC AND SOMO RETAIL HOLDINGS, LLC TO PURCHASE THE CITY'S REAL ESTATE KNOWN AS THE SOMO PROPERTY LOCATED ALONG MONROE STREET; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO ACCEPT SAID FIRST AMENDMENT TO COMMERCIAL REAL ESTATE PURCHASE AGREEMENT ON BEHALF OF THE CITY OF SYLVANIA; DETERMINING SAID REAL ESTATE TO BE NO LONGER NEEDED FOR MUNICIPAL PURPOSES; AND DECLARING AN EMERGENCY.

WHEREAS, Ordinance No. 40-2008, passed April 21, 2008, authorized the Mayor and Director of Finance to enter into an Offer to Purchase the property located at 6453 Monroe Street for \$165,000; and,

WHEREAS, Ordinance No. 89-2008, passed September 3, 2008, authorized the Mayor and Director of Finance to enter into an Offer to Purchase the Property located at 6447-6449 Monroe Street for \$360,000; and,

WHEREAS, Ordinance No. 111-2009, passed October 19, 2009, authorized the Mayor and Director of Finance to enter into an Offer to Purchase the property located at 6465, 6461 and 6457 Monroe Street for \$735,000; and,

WHEREAS, Ordinance No. 26-2017, passed March 6, 2017, approved the Offer to Purchase of Republic Development, LLC and J.C. Hart Company, Inc. to purchase the City's real estate known as the SOMO Property located along Monroe Street at a sale price of \$1,200,000 and authorized the Mayor and Director of Finance to accept said Offer to Purchase on behalf of the City of Sylvania; and,

WHEREAS, the City has recently been informed that the contractor bids received to date by Buyer have greatly exceeded the Buyers' construction budget and, therefore, they are requesting additional time to solicit, negotiate and evaluate bids prior to closing on the purchase

the property; and,

WHEREAS, SOMO MF Partners, LLC and SOMO Retail Holdings, LLC have submitted a First Amendment to Commercial Real Estate Purchase Agreement to purchase said real estate known as SOMO located along Monroe Street from the City of Sylvania, which First Amendment to Commercial Real Estate Purchase Agreement is now on file with the Clerk of this Council; NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Sylvania, Lucas County, Ohio, _____ members elected thereto concurring:

SECTION 1. That this Council hereby finds and determines that the real estate known as SOMO is no longer needed for any municipal purpose.

SECTION 2. That the First Amendment to Commercial Real Estate Purchase Agreement, submitted by SOMO MF Partners, LLC and SOMO Retail Holdings, LLC for the purchase of the SOMO property is hereby approved and the Mayor and Director of Finance be, and they hereby are, authorized to accept said First Amendment to Commercial Real Estate Purchase Agreement of this City.

SECTION 3. That the method, manner, consideration and procedure for the sale of said City owned real estate is hereby determined to be as set forth herein and as approved by this Ordinance and it is hereby determined that the sale of said real estate as hereby approved complies with those requirements.

SECTION 4. That the Mayor and Director of Finance be, and they hereby are, authorized to execute and deliver a Warranty Deed for said premises prepared by the Director of Law and they are hereby authorized to so any and all things necessary and incidental to facilitate the closing on said sale of real estate, all under the supervision of the Director of Law.

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

SECTION 6. That the Clerk of Council is hereby directed to post a copy of this Ordinance in the Office of the Clerk of Council in the Municipal Building pursuant to ARTICLE III, Sections 11 and 12, of the Charter of this City.

SECTION 7. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that this City must act on the amendment to the purchase agreement

immediately or lose the benefits thereof 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 the Mayor or as otherwise provided by the Charter.

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

Passed, _____, 2018, as an emergency measure.

President of Council

ATTEST:

Clerk of Council

APPROVED:

APPROVED AS TO FORM:

Mayor

Director of Law

Date

FIRST AMENDMENT TO COMMERCIAL REAL ESTATE PURCHASE AGREEMENT

This First Amendment to Commercial Real Estate Purchase Agreement (the "Amendment") is entered into as of _____, 2018 (the "Effective Date") by and among the City of Sylvania, Lucas County, Ohio, having an address at 6730 Monroe Street, Suite 203, Sylvania, Ohio 43560 ("Seller"), SOMO MF Partners, LLC, an Indiana limited liability company, having an address of 805 City Center Drive, Carmel, Indiana 46032 ("MF") and SOMO Retail Holdings, LLC, an Ohio limited liability company, having an address at 3150 Republic Blvd. N., Suite 3, Toledo, Ohio 43615 ("Retail"). MF and Retail shall be collectively referred to herein as "Buyer". Capitalized terms which are not otherwise defined herein shall have the meaning given to them in the Agreement.

Seller, J. C. Hart Company, Inc., an Indiana corporation ("Hart") and Republic Development LLC, an Ohio limited liability company ("Republic") entered into a Commercial Real Estate Purchase Agreement dated March 6, 2017 (the "Agreement"). Hart and Republic have assigned their rights under the Agreement to MF and Retail.

Seller is the owner of real property known as the SOMO property, located along Monroe Street in Sylvania, Ohio, consisting of approximately 5.5 acres and an approximately 5,000 square foot commercial retail/office building, and more particularly depicted on Exhibit "A" attached hereto and made a part hereof, which has been divided into Lot 1 and Lot 2 (the "Property"). Pursuant to the Agreement, and the assignments referenced above, (a) Seller has agreed to convey Lot 1 to MF, and MF has agreed to purchase Lot 1 from Seller, and (b) Seller has agreed to convey Lot 2 to Retail, and Retail has agreed to purchase Lot 2 from Seller.

Due to unanticipated cost increases and extenuating circumstances, and pursuant to Section 22.06 of the Agreement, the parties agree to amend the Agreement as follows:

1. The Approval Period in Section 9.06 is hereby extended to September 10, 2018, during which time Buyer shall solicit, negotiate and evaluate construction bids for the development contemplated on the Property, and seek financing for the development. Upon written notice to Seller any time prior to September 10, 2018, Buyer may extend the Approval Date to October 10, 2018.

2. Section 18 of the Agreement is hereby amended to read its entirety as follows:

"18. Right to Repurchase.

(a) In the event MF has not begun excavation for development of Lot 1 by June 30, 2019 (the "Lot 1 Trigger Date"), Seller shall have the right, upon thirty (30) days' written notice to MF, to repurchase Lot 1 from MF for \$1,032,000.00, plus all costs and expenses incurred by MF in connection with the purchase,

planning and development of Lot 1 through the date of MF's receipt of such notice, including, but not limited to, inspection, testing, engineering, architectural, construction and related contractual costs and expenses, but excluding legal fees. Seller's right to repurchase shall expire if MF commences excavation of Lot 1 any time after the Lot 1 Trigger Date before its receipt of Seller's notice exercising Seller's repurchase rights.

(b) In the event the redevelopment of Lot 2 is not completed by June 30, 2028 (the "Lot 2 Trigger Date"), Seller shall have the right, upon thirty (30) days' written notice to Retail, to repurchase Lot 2 from Retail for \$168,000.00, plus all costs and expenses incurred by Retail in connection with the purchase, planning and development of Lot 2 through the date of Retail's receipt of such notice, including, but not limited to, inspection, testing, engineering, architectural, construction and related contractual costs and expenses, but excluding legal fees. Seller's right to repurchase shall expire if Retail completes the redevelopment of Lot 2 any time after the Lot 2 Trigger Date before its receipt of Seller's notice exercising Seller's repurchase rights.

3. Except as amended in Sections 1 and 2 hereof, all terms and provisions of the Agreement shall remain in full force and effect.

Executed as of the date first written above.

CITY OF SYLVANIA

By: _____

SOMO MF PARTNERS, LLC,
an Indiana limited liability company
By: J.C. Hart Company, Inc.,
an Indiana corporation, Manager

By: _____
John C. Hart, Jr., President

SOMO RETAIL HOLDINGS LLC,
an Ohio limited liability company
By: Republic Properties LLC,
an Indiana limited liability company, Manager

By: _____
Richard L. Arnos, President

ORDINANCE NO. 47 -2018

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AN INTERGOVERNMENTAL COOPERATIVE AGREEMENT FOR A NEW WATER MANAGEMENT FACILITY; AND DECLARING AN EMERGENCY.

WHEREAS, Ordinance No. 37-2018, passed June 18, 2018, accepted the proposal of Artesian of Pioneer to evaluate the sustainability and water quality of the Michindoh Aquifer as an alternative water supply source for the City of Sylvania and appropriated funds therefore in an amount not to exceed \$35,000; and,

WHEREAS, the Henry County Regional Water and Sewer District, the Northwestern Water and Sewer District, the Villages of Liberty Center and Whitehouse, and the Cities of Maumee, Perrysburg and Sylvania desire to cooperate to determine the feasibility of constructing a water management facility for the production and distribution of potable water using the aquifer known as the Michindoh Aquifer and/or the sharing of services; and,

WHEREAS, a copy of the Agreement is now on file with 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 the Mayor and Director of Finance be, and they hereby are, authorized to enter into an Intergovernmental Cooperative Agreement for a New Water Management Facility relative to jointly investigate the feasibility of constructing a water management facility for the production and distribution of potable water relative to the Michindoh Aquifer, a copy of said Agreement now on file with the Clerk of Council.

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

SECTION 3. That the Clerk of Council is hereby directed to post a copy of this Ordinance in the Office of the Clerk of Council in the Municipal Building pursuant to ARTICLE III, Sections 11 and 12, of the Charter of this City.

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the agreement should be entered into at the earliest possible time 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, _____, 2018, as an emergency measure.

President of Council

ATTEST:

Clerk of Council

APPROVED:

APPROVED AS TO FORM:

Mayor

Director of Law

Date

**AMENDED INTERGOVERNMENTAL COOPERATIVE AGREEMENT
FOR A NEW WATER MANAGEMENT FACILITY**

THIS AMENDED INTERGOVERNMENTAL COOPERATIVE AGREEMENT ("Amended Agreement") is entered into by and among the following parties:

1. The **HENRY COUNTY REGIONAL WATER AND SEWER DISTRICT** (the "District"), a regional water and sewer district and body corporate and politic duly organized and validly existing under Chapter 6119 of the Ohio Revised Code;
2. The **VILLAGE OF LIBERTY CENTER, OHIO** ("Liberty Center"), a municipal corporation and political subdivision duly organized and validly existing under the laws of the State of Ohio;
3. The **CITY OF SYLVANIA, OHIO** ("Sylvania"), a municipal corporation and political subdivision duly organized and validly existing under the laws of the State of Ohio;
4. The **CITY OF MAUMEE, OHIO** ("Maumee"), a municipal corporation and political subdivision duly organized and validly existing under the laws of the State of Ohio;
5. The **CITY OF PERRYSBURG, OHIO** ("Perrysburg"), a municipal corporation and political subdivision duly organized and validly existing under the laws of the State of Ohio;
6. The **VILLAGE OF WHITEHOUSE, OHIO** ("Whitehouse"), a municipal corporation and political subdivision duly organized and validly existing under the laws of the State of Ohio; and
7. The **NORTHWESTERN WATER AND SEWER DISTRICT** ("Northwest"), a regional water and sewer district and body corporate and politic duly organized and validly existing under Chapter 6119 of the Ohio Revised Code.

WHEREAS, the District and Liberty Center previously have executed an Intergovernmental Agreement to jointly investigate the feasibility of constructing a water management facility for the production and distribution of potable water; and

WHEREAS, Sylvania, Maumee, Perrysburg, Whitehouse and Northwest desire to participate jointly with the District and Liberty Center to determine the feasibility of constructing a water management facility for the production and distribution of potable water using the aquifer known as the Michindoh Aquifer and/or the sharing of services; and

WHEREAS, the District, Liberty Center, Sylvania, Maumee, Perrysburg, Whitehouse and Northwest shall be referred to collectively in this Amended Agreement as the "Parties"; and

WHEREAS, the Parties agree that the District shall attempt to obtain Federal or State of Ohio grants or loans to use in determining the feasibility of constructing a regional water management facility for the production of potable water from the Michindoh Aquifer and/or the sharing of services; and

WHEREAS, the Parties have determined to enter into this Agreement to affirm and acknowledge the power of the District, pursuant to RC 6119.09, to receive and accept from any public or nonpublic agency, including Federal or State agencies, grants and/or loans for or in aid of

determining the feasibility of constructing a regional water management facility for the production of potable water from the Michindoh Aquifer and/or the sharing of services within the jurisdictions of the Parties for the benefit of the Parties and their citizens; and

WHEREAS, the District previously has applied for and received an Ohio Water Development Authority Planning Loan in the amount of \$ _____ for the purpose of determining the feasibility of constructing a regional water management facility for the production of potable water or the sharing of services.

NOW, THEREFORE, for and in consideration of the promises and of the mutual covenants set forth herein, it is hereby agreed as follows:

Section 1. The Parties shall cooperate in attempting to determine (a) the availability, accessibility and continuous supply of sufficient volumes of water from the Michindoh Aquifer to fulfill the current and future potable water supply requirements of all of the Parties, and (b) the feasibility and costs of constructing and operating regional water and transmission facilities for the production of potable water to fulfill the current and future potable water supply requirements of all of the Parties, including exploring and developing any mechanism needed for organizing, financing and construction of regional water management and transmission facilities and/or the sharing of services (the "Studies").

Section 2. The cost of the Studies from and after the effective date of this Amended Agreement, including reasonable attorney fees for legal services provided for the benefit of all of the Parties, shall be shared equally by the Parties; provided, however, that each Party's share of the cost of the Studies shall not exceed Twenty-five Thousand Dollars (\$25,000.00) unless otherwise specifically agreed to by any such Party. It is the intention of the Parties that the costs of the Studies shall be incorporated into the cost of any regional water management and transmission facilities constructed by the parties.

The cost of any studies conducted by or on behalf of the District and Liberty Center prior to the effective date of this Amended Agreement shall be the responsibility only of the District and Liberty Center.

Section 3. Upon execution of this Amended Agreement each Party shall deposit with the District Twenty-five Thousand Dollars (\$25,000.00) in immediately available funds. The District shall use these funds to pay the cost of the Studies as and when they become due, and its decision when, whether and in what amount to pay the cost of the Studies shall be final and not subject to review or comment by any of the other Parties so long as the funds disbursed are in strict accordance with the terms of this Amended Agreement. The District agrees that it will not contract for or otherwise incur Studies expenses in excess of funds provided by the Parties and currently available to and uncommitted by the District.

Section 4. The Studies shall be limited to the Michindoh Aquifer as the sole source of water, unless a majority of the Parties agree to the exploration of alternative water sources.

Section 5. The District shall be the primary or lead agency on behalf of the Parties, and hereby is authorized to enter into a written contract with Artesian of Pioneer, Inc. or its successors or contractors to assist in conducting the Studies.

Section 6. The District agrees to exercise any and all of its powers and to perform any and all functions with respect to receiving and accepting from any public or nonpublic agency, including Federal or State agencies, loans and/or grants for or in aid of the studying the feasibility of constructing a regional water plant for the production of potable water from the Michindoh Aquifer.

Section 7. In furtherance and not in limitation of the provisions of Section 6, the Parties agree that the District shall apply for and receive and accept Federal or State of Ohio grants and/or loans on behalf of the Parties, and to apply the proceeds of the grants and loans to the payment of "costs" for studying the feasibility of constructing a regional water management facility for the production of potable water from the Michindoh Aquifer, including exploring and developing any mechanism needed for organizing, financing, and construction of the regional water management facility and/or the sharing of services.

Section 8. It is the intention of the Parties that this Amended Agreement be liberally construed so that the District will be empowered to perform such actions that will provide for the completion of those goals set forth in this Amended Agreement. Notwithstanding that the District shall be the lead agency, all the Parties reasonably shall participate in the Studies.

Section 9. The Parties agree that funding sources for the costs of the Studies shall be applied as follows: grants first, cash second, loans last.

Section 10. The Parties agree that the associated costs of completing the study for determining the feasibility of constructing a regional water management facility for the production of potable water, including exploring and developing any mechanism needed for organizing, financing, and construction of the regional water management facility and/or the sharing of services shall be paid equally as set forth in Section 2 above. It is agreed between the Parties that if a regional water management facility is developed by the Parties, the costs of the Studies and any costs the Parties have incurred toward the development of the regional water facility shall be included in the financing of the regional water facility and the funds advanced by any Party shall be refunded to the appropriate Party.

Section 11. In the event the scope or the costs of the Services change as provided herein but a Party does not agree to such changed scope or cost, such Party may withdraw from further participation under this Amended Agreement, but shall remain responsible for its share of costs incurred up to the time of withdrawal. Any unused funds previously deposited by such Party shall be returned to the withdrawing Party, without interest. The withdrawing Party shall be entitled to a copy of any reports, data or plans developed up to the point of withdrawal.

If the remaining Parties ultimately develop or contract for the development and operation of regional water management and transmission facilities, a withdrawn Party may be permitted to participate in such facilities upon a majority vote of the remaining Parties, but such previously withdrawn Party shall be required to contribute its aliquot share of costs and expenses of the Studies which accrued after the date of such Party's previous withdrawal, with an equal credit shared among the remaining Parties.

Section 12. The relationship of the parties to this Amended Agreement shall be that of independent contractors. Nothing contained in this Amended Agreement shall constitute or be construed to be or to create a partnership, joint venture or other such relationship between the parties hereto.

Section 13. No change, modification or amendment of or waiver of any obligation under this Amended Agreement will be enforceable unless set forth in writing and signed by each party.

Section 14. The effective date of this Amended Agreement shall be the date last set forth below by the Parties.

Section 15. This Amended Agreement may be executed in one or more original, facsimile or electronic counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature pages follow]

Signature Pages to Amended Intergovernmental Cooperative Agreement for a New Water Management Facility

Approved as to Form and Correctness:

THE HENRY COUNTY REGIONAL WATER AND SEWER DISTRICT

Rex Huffman,
General Counsel

Dean Dawson, Trustee

Amy Behrman, Trustee

Brian Baker, Trustee

Tim Phillips, Trustee

Marvin Arps, Trustee

Approved as to Form and Correctness:

VILLAGE OF LIBERTY CENTER, OHIO

Paul Skaff,
Solicitor

By: _____
Mayor Max Fetterman

Approved as to Form and Correctness:

CITY OF SYLVANIA, OHIO

Leslie Brinning,
Law Director

By: _____
Mayor Craig Stough

Approved as to Form and Correctness:

CITY OF MAUMEE, OHIO

Beth A Tischler,
Law Director

By: _____
Mayor Richard Carr

Signature Pages to Amended Intergovernmental Cooperative Agreement for a New Water Management Facility (Cont'd.)

Approved as to Form
and Correctness:

Law Director

CITY OF PERRYSBURG, OHIO

By: _____
Mayor Thomas Mackin

Approved as to Form
and Correctness:

Kevin A. Heban, _____
Law Director

VILLAGE OF WHITEHOUSE, OHIO

By: _____
Mayor Don Atkinson

Approved as to Form
and Correctness:

Rex Huffman,
General Counsel

**NORTHWESTERN WATER AND
SEWER DISTRICT**

Jerry Greiner, President



City of Sylvania

DIVISION OF POLICE
WILLIAM H. RHODUS, Chief

MEMORANDUM

August 2, 2018

To: The Mayor and City Council

Re: GovDeals

Council members,

The following trailer is no longer of use for police operations:

1986 Wells Fargo Trailer VIN: 1WC200F24G1035675

The police division requests approval to dispose of this trailer by posting it for sale on the GovDeals website. Should we not receive any bids to purchase this trailer we will dispose of it by reposting on GovDeals at a later date or through scrap value.

If you have any questions please call my office.

A handwritten signature in black ink that reads "William H. Rhodus".

William H. Rhodus
Chief of Police
City of Sylvania Police Division



LL-125 PSF



A

City of Sylvania

DIVISION OF TAXATION

CHRISTY M. GOLIS, COMMISSIONER OF TAXATION

August 2, 2017

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

Dear Mayor Stough and Council Members:

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

	Deposits	Refunds	Balance
July 31, 2018	\$748,283.63	\$35,806.07	\$712,477.56
July 31, 2017	\$772,847.55	\$13,131.37	\$759,716.18
Monthly Difference	----- -\$24,563.92	----- \$22,674.70	----- -\$47,238.62
Year to Date 2018	\$6,655,133.37	\$193,245.21	\$6,461,888.16
Year to Date 2017	\$6,841,132.17	\$183,200.49	\$6,657,931.68
Yearly Difference	----- -\$185,998.80	----- \$10,044.72	----- -\$196,043.52
			-2.94%

Respectfully submitted,

Christy M. Golis
Tax Commissioner

c: Mr. Toby Schroyer, Finance Director

City of Sylvania
Bank Reconciliation
July 2018

B

Ending balance for June 2018	24,825,529.93
Add: Monthly Receipts	<u>3,102,921.96</u>
Subtotal	\$ 27,928,451.89
Less: Monthly Disbursements	<u>2,588,858.34</u>
Ending balance for July 2018	\$ 25,339,593.55

Less:

CD Metamora Bank	\$ (2,081,574.53)
Star Ohio	(79,098.59)
Petty Cash (1)	(2,050.00)
Cemetery Savings	(1,062.86)
Toledo Community Fund	(31,803.18)
Key Bank Securities	(8,148.44)
5/3rd Securities	(8,231,773.90)
SJS Account	(5,600,825.84)
Morgan Stanley Investment	(2,110,670.11)
First Federal Bank (CD)	(2,000,000.00)
Key Bank (CD)	(1,000,000.00)
Sylvania Township Bonds	(375,000.00)
	\$ 3,817,586.10

PR 7/31/18	(322,249.14)
Voided Ck #72558 dtd 7/25/18	943.45
Expense adjustment	(1.00)

\$ 3,496,279.41

(1)

Division of Public Service	\$ 150.00
Department of Finance	100.00
Division of Water	600.00
Division of Police	200.00
Municipal Court	700.00
Division of Taxation	150.00
Division of Forestry	150.00

Petty Cash Balance \$ 2,050.00

BANK BALANCE

EOM 5/3rd Bank Balance	\$ 3,733,222.95
Deposit in Transit:	
Income Tax	16,914.37
General Deposit	34,181.58

Subtotal \$ 3,784,318.90

Less: Outstanding Checks (2) 288,039.49

Adjusted Bank Balance \$ 3,496,279.41

(2)
June Outstanding Checks \$ 444,086.65

Checks written this month 1,259,115.84
Ck #72426 dtd 6/27/18 (95.00)

Subtotal \$ 1,703,107.49

Checks Cleared this month (1,415,068.00)

July Outstanding Checks \$ 288,039.49

Toby Schroyer

Toby Schroyer
Director of Finance, City of Sylvania

Board of Architectural Review

Minutes of the regular meeting of August 15, 2018. Mr. Lindsley called the meeting to order.

Members present: Mayor Craig Stough, Daniel Arnold, Brian McCann and Thomas Lindsley (4) present. Ken Marciniak excused. Zoning Administrator, Timothy Burns present.

Mr. Arnold moved, Mr. McCann seconded to approve the Minutes of the July 11, 2018, meeting as submitted. Vote being: Stough, Arnold, McCann and Lindsley (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

Item 3 – Building Review – app. no. 35-2018 requested by William R. Steele of Poggemeyer Design for Mobile Care Group, 5160 Railroad Street, Sylvania, Ohio 43560. Application is for an addition of an ADA ramp. Mr. Steel was present and explained that the ADA ramp is needed for ingress and egress for a newly renovated area of the building. He said that the ramp would be stained with a wood preservative and that mesh would be installed as required. Mr. Joe Wallace of Mobile Care was also present. Mr. Arnold moved, Mr. McCann seconded, to grant a Certificate of Appropriateness for the ramp shown in the drawing submitted with the application. Vote being: McCann, Arnold, Stough and Lindsley (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

Item 4 – Regulated Sign – app. no. 36-2018 requested by Karrie Brock of Fast Signs for Kidsville Childcare & Learning Center, 5227 Main Street, Sylvania, Ohio 43560. Application is for replacement panels for an existing monument sign. Ms. Brock was present and stated that a new 2-sided panel will be installed on an existing monument sign and that the sign will not be illuminated. Sign is within the limits of the Sylvania Sign 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, Arnold, Stough and Lindsley (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

Item 5 – Regulated Sign – app. no. 37-2018 requested by Edward Tucker for Lawn Creations, 4507 Holland-Sylvania, Sylvania, Ohio 43560. Application is for a wall sign and a window mural/sign. Mr. Tucker was present and stated that some the signs shown in the application were put up before obtaining permits and coming before the Board of Architectural Review as he was unaware of the process; and that he has since learned that some of the signs that he put up are not allowed and have been taken down per request of Tim Burns. He added that he still has one sign to remove, and that it will be removed as soon as he has the money to remove the sign and make a needed repair to the window. Mr. Burns said that all but one of the remaining signs on the application are within code and that the approval of the signs should be subject to the remaining sign, on the South side of the building, being removed. Signs are within the limits of the Sylvania Sign Code. Mr. Arnold moved, Mr. McCann seconded, to grant a Certificate of Appropriateness for the signs shown in the drawing submitted with the application, subject to the illegal sign on the South side of the building being removed. Vote being: McCann, Arnold, Stough and Lindsley (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

Item 6 – Regulated Sign – app. no. 38-2018 requested by Linda Kwapich for View Mediterranean

Board of Architectural Review
Meeting of August 15, 2018
Page 2

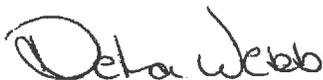
Catering, 7614 W Sylvania Avenue, Sylvania, Ohio 43560. Application is for a new wall sign. Sign is within the limits of the Sylvania Sign Code. Mr. Mr. McCann moved, Mr. Arnold seconded, to grant a Certificate of Appropriateness for the sign shown in the drawing submitted with the application. Vote being: McCann, Arnold, Stough and Lindsley (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

Item 7 – Regulated Sign – app. no. 39-2018 requested by Lori Litzer for Signature Studio, 5665 Main Street, Sylvania, Ohio 43560. Application is for a new hanging sign and a new window sign. Ms. Litzer was present. Signs are within the limits of the Sylvania Sign Code. Mr. Arnold moved, Mr. McCann seconded, to grant a Certificate of Appropriateness for the signs shown in the drawing submitted with the application. Vote being: McCann, Arnold, Stough and Lindsley (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

Item 8 – Building Review – app. no. 40-2018 requested by Kevin Kenney for OMSA Real Estate Investments, LLC., 6404 Monroe Street, Sylvania, Ohio 43560. Application is for an exterior renovation review. Mr. Kenney was present and explained that a portion of the building will be torn down and rebuilt, as it was unable to be saved, and that the exterior colors will have the industrial look and will be wood and metallic finishes. He also said that they are going through the permit process and that they will need to obtain a variance as a portion of the building will not meet the setback requirements. Mr. McCann moved, Mr. Arnold seconded, to grant a Certificate of Appropriateness for the building design shown in the drawing submitted with the application. Vote being: McCann, Arnold, Stough and Lindsley (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

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

Submitted by,



Debra Webb, Secretary
Municipal Planning Commission

D

Sylvania Municipal Planning Commission

Minutes of the regular meeting of August 15, 2018. Mr. Lindsley called the meeting to order.

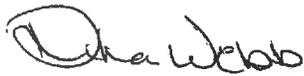
Members present: Mayor Craig Stough, Daniel Arnold, Brian McCann and Thomas Lindsley (4) present. Ken Marciniak excused. Zoning Administrator, Timothy Burns present.

Mr. McCann moved, Mr. Arnold seconded to approve the Minutes of the July 11, 2018, meeting as submitted. Vote being: Stough, McCann, Arnold and Lindsley (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

There being no other business on the Agenda, it is recommended that the August 15, 2018 meeting be canceled and that the Sylvania Municipal Planning Commission meet on September 12, 2018.

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

Submitted by,



Debra Webb, Secretary
Municipal Planning Commission