

Sylvania City Council
September 5, 2018

6:45 p.m. Safety Committee Meeting
Designated Outdoor Refreshment Area

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 Mr. Frye.
3. Additions to the agenda.
4. Approval of the Council meeting minutes of August 20, 2018.
5. Proclamation from the Mayor for the Hudson Gallery.
6. Executive Session for discussion of sale of real estate.
 - a. Second reading of proposed Ordinance No. 46-2018, First Amendment to Real Estate Purchase Agreement of SOMO MF Partners, LLC and SOMO Retail Holdings, LLC.
7. Second reading of proposed Ordinance No. 43-2018, Joint Co-Op Agreement with Lucas County Commissioners relative to Holland-Sylvania Road Resurfacing project.
8. Second reading of proposed Ordinance No. 44-2018, Joint Co-Op Agreement with Lucas County Commissioners relative to the Sylvania Avenue Resurfacing project.
9. Second reading of proposed Ordinance No. 45-2018, Agreement between City of Sylvania and Lucas County Commissioners for Suburban Court Services.
10. Second reading of proposed Ordinance No. 47-2018, Authorizing to enter into an Intergovernmental Cooperative Agreement for a New Water Management Facility. (Michindoh Aquifer)
11. Proposed Ordinance No. 48-2018 Approving the Offer to Purchase from Daniel Sullivan to purchase the City's real estate at the corner of Main and Erie Streets (6606 Erie Street).
12. Naming of the Blacksmith Barn as "Armstrong Barn" at the Historical Village.
13. Committee reports.
 - a. Safety Committee meeting from this date regarding Designated Outdoor Refreshment Areas.
14. Committee referrals.

INFORMATION

No Information Items.

Minutes of the Meeting of Council
August 20, 2018

The Council of the City of Sylvania, Ohio met in regular session on August 20, 2018 at 7:30 p.m. with Mayor Stough in the chair. Roll was called with the following members present: Katie Cappellini, Mark Frye, Sandy Husman, Patrick Richardson; (4) present; Mark Luetke, Mary Westphal, Doug Haynam (3) absent.

Roll call:
Luetke,
Westphal,
Haynam; absent,
excused.

Pledge of Allegiance to the United States of America led by Mrs. Cappellini.

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

Pledge of
Allegiance.

The following items were added to the agenda:

- 3a. Election of President Pro-Tem.
- 12a. Schedule Safety Committee meeting.

Mrs. Husman moved, Mr. Frye seconded to approve the agenda as amended; roll call vote being: Cappellini, Frye, Husman, Richardson, (4) yeas; (0) nays. The motion carried.

Agenda
approval.

Due to Mrs. Westphal's absence, Mrs. Husman moved, Mr. Richardson seconded, to nominate Mrs. Cappellini as President Pro-Tem. There were no other nominations. Roll call vote being: Frye, Husman, Richardson, Cappellini, (4) yeas; (0) nays. The motion carried.

Cappellini
President
Pro Tem.

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

Mrs. Cappellini presented the July 16, 2018 meeting minutes. Mrs. Cappellini moved, Mrs. Husman seconded, that since the Mayor, members of Council, and others had been furnished copies of these minutes prior to this meeting, Council dispense with the reading of these minutes at this time, and the journal of the minutes of the regular meeting of July 16, 2018 be approved; roll call vote being: Frye, Husman, Richardson, Cappellini, (4) yeas; (0) nays. The motion carried.

Approval of the
July 16 meeting
minutes.

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

Service Director Aller reported on the Roundabout Study for Brint/Main, Brint/Harroun, Harroun/Holland-Sylvania Intersections. He presented the written summary of the Study. Aller stated this study will also provide groundwork for future projects around the city.

Report of
Roundabout
Study.

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

Service Director Aller's report on Holland-Sylvania Resurfacing Project – Cooperation Agreement with Lucas County Commissioners was placed on file. Mr. Richardson presented and read aloud by title only, the first reading of proposed Ordinance No. 43-2018, a written copy of same having been previously furnished to each member of Council, "Authorizing the Mayor and Director of Finance to enter into a Joint

First reading
proposed
Ordinance No.
43-2018;
"...Joint Co-Op

Minutes of the Meeting of Council
August 20, 2018

Cooperation Agreement on behalf of the City of Sylvania with the Board of Lucas County Commissioners, relative to the Holland-Sylvania Road Resurfacing Project; appropriating \$278,176 for said project.

Agreement...
Holland-
Sylvania
Resurfacing
project..."

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

Service Director Aller's report on the Sylvania Avenue Resurfacing project was placed on file. Mr. Richardson presented and read aloud by title only, the first reading of proposed Ordinance No. 44-2018, a written copy of same having been previously furnished to each member of Council, "Authorizing the Mayor and Director of Finance to enter into a Joint Cooperation Agreement on behalf of the City of Sylvania with the Board of Lucas County Commissioners, relative to the Sylvania Avenue Resurfacing Project; appropriating \$82,850 for said project.

First reading
proposed
Ordinance No.
44-2018, "...
Joint Co-Op
Agreement....
Sylvania Ave.
Resurfacing
Project..."

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

Mr. Frye presented and read aloud by title only, the first read of proposed Ordinance No. 45-2018, a written copy of same having been previously furnished to each member of Council, "Authorizing the Mayor and Director of Finance to enter into an agreement on behalf of the City of Sylvania between the City of Sylvania and the Board of Lucas County Commissioners for the Suburban Court Services Program; agreeing to participate in funding a portion of the local share for Suburban Courts' Services; appropriating \$25,000 therefore.

First reading
proposed
Ordinance No.
45-2018,
".....agreement
with Lu. Co.
Commissioners
.....Suburban
Court Services
program..."

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

Mrs. Husman presented and read aloud by title only, the first reading of proposed Ordinance No. 46-2018, a written copy of same having been previously furnished to each member of Council, "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.

First reading
proposed
Ordinances No.
46-2018, "...1st
Amendment to
Commercial
R.E. Purchase
Agreement...
SOMO...."

Minutes of the Meeting of Council
August 20, 2018

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

Mrs. Husman presented and read aloud by title only, the first reading of proposed Ordinance No. 47-2018, a written copy of same having been previously furnished to each member of Council, "Authorizing the Mayor and Director of Finance to enter into an Intergovernmental Cooperative Agreement for a New Water Management Facility.

First reading proposed Ordinance No. 47-2018, "... Intergovt'l Cooperative Agreement for New water Management Facility..."

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

Mr. Frye moved, Mrs. Husman seconded to authorize the sale of a 1986 Well Fargo trailer from the Police Division on GovDeals.com since they are no longer needed by the City; roll call vote being: Richardson, Cappellini, Frye, Husman, (4) yeas; (0) nays. The motion carried.

Item for GovDeals.com

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

Mr. Frye reported the Safety Committee met on July 31, 2018 to discuss the Downtown Outdoor Refreshment Area (DORA). He stated Law Director Brinning provided the structure, State Laws involved, and other pertinent information on a DORA and Chief Rhodus provided information regarding coordination of safety by police. Administration will create general parameters regarding a potential DORA and report back to the Safety Committee.

Report of Safety Committee... Downtown Outdoor Refreshment Area.

Mr. Frye scheduled a Safety Committee meeting for September 5, 2018 at 6:45 p.m. to continue the discussion regarding the Designated Outdoor Refreshment Area (DORA).

Safety Com Mtg.: 9/5/18 at 6:45 p.m.

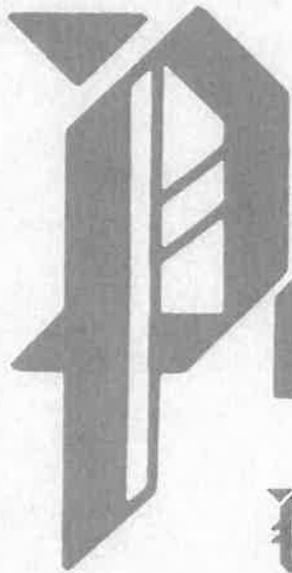
Mayor Stough stated that all items on the agenda had been considered.

Mrs. Husman moved, Mrs. Cappellini seconded that this meeting adjourn; all present voting yea (4); (0) nays. The motion carried and the meeting adjourned at 8:19 p.m.

Adjournment.

Clerk of Council

Mayor



Office of the Mayor

5

Proclamation

Whereas: In 2003 the Hudson Gallery was established by artists Scott and Barbara Hudson in the Promenade Shops on Monroe Street; and

WHEREAS, they wanted to provide opportunities for artists to have an outlet for their work along with bringing art to their community, the Hudson's began establishing a reputation for hosting exhibits of local, regional and national artists; and

WHEREAS, three years later they moved their gallery to 5645 Main Street in Downtown Sylvania and continue to find innovative ways to bring neighboring businesses together with a long-term goal of raising the awareness of art and the impact it can have on a community; and

WHEREAS, soon after opening their gallery on Main Street, they helped organize Downtown Delights, a spring and holiday shopping event involving Downtown Sylvania business owners. And their vision of community led to the development of the Red Bird Art District and the First Friday Art Walks.

NOW, THEREFORE, I, Craig A. Stough, Mayor, do hereby proclaim Wednesday, September 5, 2018 as:

HUDSON GALLERY DAY

in the City of Sylvania and congratulates Hudson Gallery on their 15th Anniversary!

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Sylvania to be set this 5th day of September, 2018.



Craig A. Stough, Mayor
City of Sylvania
State of Ohio

609

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

of 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 by the Mayor or as otherwise provided by the Charter.

Vote dispensing with the third reading: 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. 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 third reading: 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

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: _____

Toby Schroyer, Director of Finance

Tina Skeldon Wozniak

Date: _____

Carol Contrada

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. 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 third reading: 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

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. 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 third reading: 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. 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 third reading: 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

11

ORDINANCE NO. 48 -2018

APPROVING THE OFFER TO PURCHASE OF DANIEL SULLIVAN TO PURCHASE A PARCEL OF THE CITY'S REAL ESTATE AT THE CORNER OF MAIN AND ERIE STREETS (6606 ERIE STREET, SYLVANIA, OHIO) AT A SALE PRICE OF \$2,000.00; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO ACCEPT SAID OFFER TO PURCHASE 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. 103-2010, passed December 6, 2010, authorized the Mayor and Director of Finance to enter into an Offer to Purchase the property located at 6606 Erie Street for \$12,000; and,

WHEREAS, portions of the property acquired were incorporated into the Main Street Improvement Project; and,

WHEREAS, Daniel Sullivan has proposed to purchase the remainder of the property located at 6606 Erie Street for the sum of Two Thousand Dollars (\$2,000.000).

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 parcel located at 6606 Erie Street, Sylvania, Ohio is no longer needed for any municipal purpose.

SECTION 2. That the Offer to Purchase, submitted by Daniel Sullivan in the amount of Two Thousand Dollars (\$2,000.00) for the purchase of the property located at 6606 Erie St., Sylvania, Ohio is hereby approved and the Mayor and Director of Finance be, and they hereby are, authorized to accept said Offer to Purchase on behalf 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.

PURCHASE AGREEMENT

This Purchase Agreement ("Agreement") is entered into by and between the City of Sylvania, an Ohio municipal corporation with offices at 6730 Monroe Street, Sylvania, Ohio 43560 ("Seller"), and Daniel Sullivan with a mailing address of 6612 Erie St., Sylvania, OH 43560 ("Buyer") as of the date of the last signature to this Agreement ("Acceptance Date").

RECITALS:

A. Seller is the owner of realty located at 6606 Erie St. (Parcel No. 82-00691) in the City of Sylvania, Lucas County, Ohio, as shown on the legal description attached hereto as Exhibit A ("Legal Description"), including all improvements, rights, easements, rights of way, licenses, privileges and appurtenances belonging or attaching thereto (collectively, "Property").

B. Seller desires to sell and convey, and Buyer desires to purchase and acquire, the Property, upon and subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable considerations, the parties agree as follows:

1. Purchase and Sale. Buyer agrees to purchase and acquire from Seller, and Seller agrees to sell and convey to Buyer, the Property.

2. Purchase Price and Payment. The purchase price of the Property (Purchase Price) shall be \$2,000.00, payable as follows:

(a) Not later than three (3) business days after the Acceptance Date, Buyer shall pay and deliver the sum of \$500 to the Title Company (as hereinafter defined) as an earnest money escrow deposit ("Deposit") to be credited toward the Purchase Price at the Closing (as hereinafter defined).

(b) At the Closing, Buyer shall pay the sum of \$1,500 in cash or immediately available funds (subject to the credits, prorations and adjustments under this Agreement).

3. Evidence of Title. As evidence of title, Seller shall secure and deliver to Buyer, not later than fourteen (14) days after the Acceptance Date, a commitment ("Commitment") for the issuance to Buyer of an owner's policy of title insurance issued by First American Title Insurance Company (Title Company) in the full amount of the Purchase Price. The Commitment shall show Seller to hold fee simple title to the Property free and clear from all liens, defects, encumbrances, assessments, reservations and restrictions except for (a) zoning ordinances, (b) real estate taxes and installments of assessments which are due and payable on or after the date of Closing, (c) easements and restrictions of record which will not materially hinder or interfere with Buyer's intended use of the Property as a commercial property ("Intended Use"), and (d) any

mortgages to be fully satisfied and released of record on or before the date of Closing. Items (a) through (c), as referred to in the preceding sentence, shall hereinafter collectively be referred to as the "Permitted Exceptions."

4. Real Estate Taxes. Current real estate taxes and installments of assessments shall be computed and prorated between Seller and Buyer as of the date of Closing in accordance with the Lucas County, Ohio custom (i.e., the due and payable method). Any past due or delinquent real estate taxes and installments of assessments shall be paid by Seller on or before the Closing Date.

5. Seller's Representations and Warranties. Seller represents, warrants and agrees, as of the Acceptance Date and the Closing Date, as follows:

(a) Seller has marketable record fee simple title to the Property.

6. Buyer's Contingencies. Buyer's obligations under this Agreement shall, at Buyer's option, be subject to and conditioned upon the happening of the following (collectively, Contingencies):

Buyer has no contingencies.

In the event that any one or more of the above contingencies are not satisfied on or before that date occurring sixty (60) days after the Acceptance Date ("Contingency Date"), Buyer shall have the option of either (i) canceling and terminating this Agreement by giving written notice to Seller not later than the Contingency Date, or (ii) waiving said unsatisfied conditions and proceeding toward the Closing in accordance with the other provisions of this Agreement. Upon any such cancellation and termination by Buyer, neither party shall have any further liability to the other party hereunder and the Deposit shall be immediately returned to Buyer.

7. Closing. The closing ("Closing") shall be held through the escrow services of the Title Company, on or before that date occurring sixty (60) days after the satisfaction of all of the Contingencies, at a time and place agreed upon by the parties. At the closing, (a) Seller shall convey to Buyer or its designee marketable fee simple title to the Property by delivery of a transferable and recordable corporation warranty deed ("Deed") with warranty covenants, subject only to Permitted Exceptions; (b) Seller shall deliver to Buyer and the Title Company such customary closing affidavits as may be reasonably required by the Title Company or Buyer; and (c) Seller shall cooperate with Buyer in causing the Title Company to issue to Buyer an owner's title policy ("Title Policy") in the amount of the Purchase Price, insuring that Buyer is the fee simple owner of exceptions for unfiled mechanic's liens, unrecorded easements, rights of parties in possession or other standard or pre-printed exceptions.

8. Possession. Full and complete possession of the Property shall be delivered to Buyer by Seller at Closing. At such time of delivery of possession, the Property shall be in same general condition as on the date of this Agreement.

9. Costs. Seller shall pay all applicable transfer taxes and conveyance fees, its agreed upon portion of real estate taxes and installments of assessments, that portion of the cost of the Commitment and the Title Policy as would be equal to the cost of a guaranteed certificate of title in the amount of the Purchase Price, and one-half of the cost of any escrow fees charged by the Title Company. Buyer shall pay the balance of the title insurance costs, the cost of recording the Deed and any mortgage granted by Buyer at the time of Closing, and one-half of the cost of any escrow fees charged by the Title Company.

10. Notices. Any notice, demand, approval or other communication (“Notices”) hereunder shall be in writing and shall be deemed to have been given or delivered (a) upon receipt, when delivered personally, or (b) two days after deposit in the United States certified mail, return receipt requested and postage prepaid, or (c) one day after deposit with a nationally recognized overnight courier, return receipt requested and delivery charges prepaid. All Notices shall be addressed to Seller or Buyer, as the case may be, at their respective addresses first set forth above, or to such other address(es) as either party may previously have specified by like notice.

11. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. No representations, warranties or covenants pertaining to this Agreement or the Property have been made by, or shall be binding upon, either Seller or Buyer, except as expressly stated herein. All covenants, agreements, representations and obligations of the parties hereunder shall survive the Closing and not be merged by execution and delivery of the Deed. The headings contained herein are for convenience of reference only, and are not to be used in interpreting this Agreement. This Agreement shall be construed and enforced pursuant to the laws of the State of Ohio. No amendments or variations of the terms and conditions of this Agreement shall be valid unless the same are in writing and signed by both parties hereto. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one document. Time is of the essence of this Agreement. Under this Agreement, any time periods or deadlines ending or occurring on a Saturday, Sunday or national holiday shall be automatically extended to the next regular business day. Upon execution and delivery of this Agreement by Buyer to Seller, this Agreement shall constitute an offer by Buyer to purchase the Property that will terminate at 7:00 p.m. on September ____, 2018, except that Buyer may revoke such offer at any time before such offer is accepted.

12. Board of Architectural Review/Deed Restriction. Any structure or building constructed on the property must provide for screening and must first receive the approval of the City of Sylvania’s Board of Architectural Review. In addition, any improvement made to the property will comply with the Downtown Architectural District Design Guidelines adopted by the City of Sylvania in 2016. A copy of the guidelines are attached hereto. Any vehicles parked on or materials stored on this property must be visually screened from the rights-of-way of Main and Erie Streets. These requirements will be included as deed restrictions.

13. THIS AGREEMENT IS EXPRESSLY CONTINGENT UPON FORMAL APPROVAL BY SYLVANIA CITY COUNCIL ON OR BEFORE SEPTEMBER 17, 2018. FAILURE TO OBTAIN SAID APPROVAL BY SEPTEMBER 17, 2018 RENDERS THIS AGREEMENT VOID.

IN WITNESS WHEREOF, this Agreement has been executed by Seller and Buyer as of the dates set forth below.

THE CITY OF SYLVANIA, SELLER

by _____
Craig A. Stough, Mayor

BUYER



Daniel Sullivan

by _____
Toby A. Schroyer, Director of Finance

APPROVED AS TO FORM:

Leslie B. Brinning, Director of Law

Dated: _____, 2018

Dated: August 28, 2018