

Sylvania City Council

January 21, 2020

7:30 p.m. Council Meeting

Agenda

1. Roll call. Mrs. Cappellini, Mr. Frye, Mr. Haynam, Mr. McCann, Mr. Richardson, Ms. Stough, 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 regular council meeting minutes of 1/6/20.
5. Bill Sanford to present the new Sylvania Community Improvement Corp (CIC) promotional video.
6. Introduction of the Mary Morrison, the City's Representative to TARTA and Kimberly Dunham, the new General Manager of TARTA.
7. 2020 Microsurfacing Project.
 - a. Service Director's report on project.
 - b. Proposed Ordinance No. 3-2020, Accepting the proposal of Strawser Construction, Inc. to provide pavement rehabilitation work for the 2020 Microsurfacing project.
8. Purchase of new police vehicles.
 - a. Police Chief's report on purchase.
 - b. Proposed Ordinance No. 4-2020, Authorizing to accept the proposal of Matthews Ford for the purchase of three new 2020 Ford Police Interceptor Utility vehicles.
9. Fossil Park Operating Agreement.
 - a. Service and Law Director's memo on Agreement.
 - b. Proposed Ordinance No. 5-2020, Authorizing to enter into an amended and restated Fossil Park Operating Agreement between the City of Sylvania and Olander Park System.
10. Proposed Ordinance No. 6-2020, Accepting from David R Webb and Diane M Webb, a warranty deed of right-of-way, dedicating the same for public purposes.

11. Proposed Resolution No. 3-2020, Adopting a statement indicating what services will be provided to the area proposed to be annexed. (Approx. 1.915 acres – corner of Holland-Sylvania and Brint Road)
12. Proposed Resolution No. 4-2020, Adopting a statement indicating what services will be provided to the area proposed to be annexed. (Approx. 22.845 acres – Country Walk subdivision)
13. Committee reports.
 - a. Employee & Community Relations Committee meeting held on 1/13/20.
14. Committee referrals.

INFORMATION

- A. December 2019 Bank Reconciliation.
- B. Board of Architectural Review minutes from January 15, 2020.
- C. Municipal Planning Commission minutes from January 15, 2020.

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Minutes of the Meeting of Council
January 6, 2020

The Council of the City of Sylvania, Ohio met in regular session on January 6, 2020 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, Brian McCann, Patrick Richardson, Lyndsey Stough, 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:

- 4c. Mayor's Proclamations of 3 Retiring Visiting Judges – Rost, Pletz and Kroncke.
- 5b. Proposed Ordinance No. 2-2020.
- 12a. Council appointments to Community Boards.
- 12b. Schedule an Employee & Community Relations Committee meeting.
- 14. Executive Session- discussion of potential litigation.

Agenda
approval.

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

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

Mrs. Westphal presented the December 16, 2019 meeting minutes. Mrs. Westphal moved, Mr. Frye 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 December 16, 2019 be approved; roll call vote being: Frye, Haynam, McCann, Richardson, Stough, Westphal, Cappellini, (7) yeas; (0) nays. The motion carried.

Approval of the
December 16
meeting
minutes.

Mrs. Westphal presented the Organizational Meeting of January 2, 2020 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 organizational meeting of January 2, 2020 be approved; roll call vote being: Haynam, McCann, Richardson, Stough, Westphal, Cappellini, Frye, (7) yeas; (0) nays. The motion carried.

Approval of the
Organizational
meeting of
January 2
minutes.

Mayor Stough presented proclamations to three retiring Action Judges Thomas Pletz, William Kroncke and Peter Rost recognizing their years of service to the City of Sylvania.

Proclamations:
Pletz, Kroncke
and Rost.

Minutes of the Meeting of Council
January 6, 2020

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

Mrs. Westphal reported on the public hearing scheduled at 7:00p.m. on this date to consider an application PD-1-2019 from Louisville Title Agency of N.W. Ohio, Inc. for property located at 3921 & 3859 Sylvan Lakes Blvd. Sylvania, Ohio from B-2, "General Business District" to R-4PD "Multi Dwelling Medium High- Density District Planned Development". The developer's representative, Jerry Parker provided an overview of the project. No one spoke in favor or against the project. Legislation was advanced for council to consider.

Mr. Haynam presented and read aloud by title only, proposed Ordinance No. 2-2020, a written copy of same having been previously furnished to each member of Council, "Approving the recommendation of the Municipal Planning Commission relative to Planned Development Application No. PD-1-2019 of Jerome R. Parker, on behalf of Louisville Title Agency for N.W. Ohio, Inc., Trustee, and declaring an emergency." Mr. Haynam moved, Mrs. Westphal seconded, that Council dispense with the Second and Third Reading of said Ordinance; roll call vote being: Haynam, McCann, Richardson, Stough, Westphal, Cappellini, Frye, (7) yeas; (0) nays. The motion carried.

Ordinance No.
2-2020,
"Approving
PD-1-2019, for
property located
3921 & 3859
Sylvan Lakes
Blvd from B-2
to R-4 PD...."

Mr. Haynam moved, Mr. Frye seconded, that Ordinance No. 2-2020 be enacted as an emergency measure as declared therein; roll call vote being: McCann, Richardson, Stough, Westphal, Cappellini, Frye, Haynam, (7) yeas; (0) nays. The motion carried.

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

Service Director's report on the Downtown Sylvania Association Parklet – License Agreement was placed on file. Mr. Frye presented and read aloud by title only, proposed Ordinance No. 1-2020, a written copy of same having been previously furnished to each member of Council, "Granting a License to the Downtown Sylvania Association to enter a portion of city owned right-of-way to install and maintain two parklets on Main Street; authorizing the Mayor and Director of Finance to sign the License Agreement; and declaring an emergency." Mr. Frye moved, Mr. Haynam seconded, that Council dispense with the Second and Third Reading of said Ordinance; roll call vote being: Richardson, Stough, Westphal, Cappellini, Frye, Haynam, McCann, (7) yeas; (0) nays. The motion carried.

Ordinance No.
1-2020,
"Granting a
license to DSA
.... Parklet..."

Mr. Frye moved, Mrs. Westphal seconded, that Ordinance No. 1-2020 be enacted as an emergency measure as declared therein; roll call vote being: Stough, Westphal, Cappellini, Frye, Haynam, McCann, Richardson, (7) yeas; (0) nays. The motion carried.

Minutes of the Meeting of Council
January 6, 2020

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

Service Director's report on the Harroun Park Bioretention and Stream Restoration Project was placed on file. Mrs. Cappellini moved, Mrs. Westphal seconded to authorize the Clerk of advertise for Request for Qualifications for Design-Build Service for the Harroun Park Bioretention and Street Restoration project. Roll call vote being: Westphal, Cappellini, Frye, Haynam, McCann, Richardson, Stough, (7) yeas; (0) nays. The motion carried.

Advertise for
qualifications
for Harroun
Park
Bioretention
project.

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

Mrs. Westphal presented and read aloud by title only, proposed Resolution No. 1-2020, a written copy of same having been previously furnished to each member of Council, "A Resolution designating the Clerk of Council as the Mayor and City Council's Designee to attend training programs and seminars about the Public Records Law as required by Ohio Revised Code Section 109.43; and declaring an emergency." Mrs. Westphal moved, Mr. Haynam seconded, that Council dispense with the Second and Third Reading of said Resolution; roll call vote being: Westphal, Cappellini, Frye, Haynam, McCann, Richardson, Stough, (7) yeas; (0) nays. The motion carried.

Resolution No.
1-2020,
"Designating
Clerk as Mayor
& Councils
designee re:
Public Records
training..."

Mrs. Westphal moved, Mr. Frye seconded, that Resolution No. 1-2020 be enacted as an emergency measure as declared therein; roll call vote being: Cappellini, Frye, Haynam, McCann, Richardson, Stough Westphal, (7) yeas; (0) nays. The motion carried.

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

Mr. Haynam moved, Mrs. Cappellini seconded to not request a hearing on the liquor permit for Element 112, LLC, 5737 N. Main Street, Sylvania, Ohio for a D1, D2, & D3 liquor permit. Roll call vote being: Frye, Haynam, McCann, Richardson, Stough Westphal, Cappellini, (7) yeas; (0) nays. The motion carried.

No hearing:
Element 112,
LLC liquor
permit.

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

Mrs. Westphal moved, Mr. McCann seconded to confirm the Mayor's appointments, Carol Lindhuber and Kathleen Fisher to the Municipal Planning Commission of Sylvania. Roll call vote being: Haynam, McCann, Richardson, Stough Westphal, Cappellini, Frye, (7) yeas; (0) nays. The motion carried.

Confirm
Mayor's appts.
To Plan Com.
Lindhuber and
Fisher.

Minutes of the Meeting of Council
January 6, 2020

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

Mrs. Westphal presented and read aloud by title only, the proposed Resolution No. 2-2020, a written copy of same having been previously furnished to each member of Council, "Re-appointing Kathie Cappellini to the Board of Trustees of Sylvania Area Joint Recreation District (SAJRD), she being a member of the council of this appointing political subdivision, for the full calendar year of 2020; and declaring an emergency." Mrs. Westphal moved, Mr. Frye seconded, that Council dispense with the Second and Third Reading of said Resolution; roll call vote being: Haynam, McCann, Richardson, Stough, Westphal, Cappellini, Frye, (7) yeas; (0) nays. The motion carried.

Resolution No.
2-2020;
"Reappointing
Cappellini to
SAJRD..."

Mrs. Westphal moved, Mr. Haynam seconded, that Resolution No. 2-2020 be enacted as an emergency measure as declared therein; roll call vote being: McCann, Richardson, Stough, Westphal, Cappellini, Frye, Haynam, (7) yeas; (0) nays. The motion carried.

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

Mrs. Westphal moved, Mr. Haynam seconded to place the following Council members on the Community Boards as of 1/2/2020:

Lyndsey Stough on the Sylvania Arts Commission.

Mary Frye on the Downtown Sylvania Association (DSA).

Lyndsey Stough on the Heritage Sylvania.

Patrick Richardson on the Sister City Commission.

Brian McCann on the Sylvania Community Action Team (SCAT).

Doug Haynam on the Sylvania Community Services.

Roll call vote being: Richardson, Stough, Westphal, Cappellini, Frye, Haynam, McCann, (7) yeas; (0) nays. The motion carried.

Council
appointments to
various
Community
Boards.

Mr. Richardson moved, Mr. McCann seconded to set a Employee & Community Relations Committee for Monday, January 13, 2020 to discuss the Banner Policy, live streaming of council meetings, and the new logo press release. Roll call vote being: Richardson, Stough, Westphal, Cappellini, Frye, Haynam, McCann, (7) yeas; (0) nays. The motion carried.

Emp & Com
Relation Com
Mtg set for
1/13/20;
5:00 p.m.

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Mayor Stough stated that Council will now consider agenda item 13.

Information was handed out regarding the current downtown banner and decorations policy. This will be discussed at the Employee & Community Relations Committee to be held on 1/13/20 at 5:00 p.m.

Mayor Stough stated that Council will now consider agenda item 14.

Mrs. Westphal moved, Mr. Haynam seconded to enter into Committee of the Whole Executive Session for the purpose of discussing potential litigation at 8:23 p.m. Roll call vote being: Stough, Westphal, Cappellini, Frye, Haynam, McCann, Richardson (7) yeas; (0) nays. The motion carried.

Executive
Session re:
Potential
litigation.

Mrs. Westphal moved, Mr. Richardson seconded to return from Executive Session to General Session at 9:08 p.m. Roll call vote being: Stough, Westphal, Cappellini, Frye, Haynam, McCann, Richardson, (7) yeas; (0) nays. The motion carried.

Mrs. Westphal moved, Mrs. Cappellini seconded to adjourn at 9:10 p.m. Roll call vote being: Westphal, Cappellini, Frye, Haynam, McCann, Richardson, Stough, (7) yeas; (0) nays. The motion carried.

Adjournment

Clerk of Council

Mayor

January 21, 2020

To: The Mayor and Members of Sylvania City Council

Re: **2020 Microsurfacing Project**

Dear Mr. Mayor and Council Members:

The City plans to provide pavement rehabilitation by Microsurfacing on approximately 2.8 miles of residential roadways as a part this year's pavement maintenance program. Microsurfacing consists of applying a polymer-modified asphalt emulsion based resurfacing material to the existing pavement surface. This application will provide a hard-wearing surface on structurally sound pavements with the primary goal of extending pavement life by covering cracks, stop unraveling, reduce water infiltration and oxidation deterioration.

The following roadways have been field reviewed and found to be suitable for this application:

- Elden's Ranch View Subdivision – Altara Drive (between Glenbeigh Drive & Angleview Drive), Angleview Court, Angleview Drive (between Orvieto Drive and Altara Drive), and Orvieto Drive (between Brainard Drive and Angleview Drive).
- Eagle Trace Subdivision – Birch Hollow Court, Deercross Court, Eagle Creek Court, Eagle Trace, Fox Hollow Court, Indian Creek Lane, Ivywood Lane, Littlefield Court, and Shady Oak Lane.
- Chestnut Drive, Elliott Drive, Maple Drive, and Roan Road (between Alexis Road and Marshall Road).

Ohio Revised Code Section 5513.01 (B) allows political subdivisions to purchase machinery, materials, supplies or other articles from the Ohio Department of Transportation's Cooperative Purchasing Program. Strawser Construction, Inc. is available to perform the required Microsurfacing work under this program at a price not to exceed \$164,788.18. We request approval to enter into an agreement with Strawser Construction, Inc. at a price not to exceed \$164,788.18 to perform this pavement rehabilitation work.

Sincerely,



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



**Strawser
Construction
Inc.**

92 Dublin Road, Columbus, OH 43215 Phone (614) 276-5501 Fax (614) 276-0570

"Professionals Dedicated to Preserving America's Roadways"

"Building Our Road to Safety Excellence"

**Preserving
the Road Home**



Tuesday, January 14, 2020

City of Sylvania
Department of Public Service
6730 Monroe Street
Sylvania, OH 43560

Project: City of Sylvania

Dear Mr. Shaw,

Strawser Construction Inc. is pleased to present the following proposal utilizing the 101G State Bid for your review. We will furnish all labor, equipment and materials to complete the following scope of work:

Type of Work 1	Quantity	Unit of Measure	Unit Price	Extension
Micro Surface @ 22 lbs.	45,902.00	SQYDS	\$3.59	\$164,788.18
SUB TOTAL				\$164,788.18

Total Project Extension \$164,788.18

Strawser Construction Inc., a subsidiary of Barrett Industries Corporation, is an equal opportunity/affirmative action employer.



1392 Dublin Road, Columbus, OH 43215 Phone (614) 276-5501 Fax (614) 276-0570

"Professionals Dedicated to Preserving America's Roadways"

"Building Our Road to Safety Excellence"

Conditions:

- * Proposed quantities are based on site conditions on: Winter 2020
- * This proposal includes only the scope of work listed above. Any alteration or deviation from this scope of work may result in additional costs and must be contracted for in writing and signed by an authorized representative of Strawser Construction Inc.
- * All work shall be completed in a workmanlike manner according to standard practices and all materials are guaranteed as specified.
- * Prices are based on 1 mobilization.
- * Unit Price items will be billed per installed quantities.
- * Price Includes 50% trap rock blend.
- * Price includes any incidental line removal prior to micro.
- * Construction to take place in 2020 with completion before August 1st.
- * Price based on being able to temporarily close down streets during construction.
- * Terms are net 30 days from date of invoice.

Notes:

- * Existing pavement is expected to support the weight of normal construction loads.
- * Strawser Construction Inc. is not responsible for damage to finished surface by others including humans, animals or vehicles tracking fresh material.
- * Work includes all Traffic Control and signage.
- * Work does not include crack seal or final striping.

Please call with any questions.

Thank you,

Mike Metzger
Strawser Construction Inc.
614-809-7560
mmetzger@strawserconst.com

The parties hereto have executed this agreement with the intent to be legally bound thereby.

STRAWSER CONSTRUCTION INC.:

Timothy W. Amling, Senior Estimator

Douglas C. Perry, Senior Estimator

Approval and Acceptance:

The above prices, specifications and conditions are hereby accepted. Strawser Construction Inc. is authorized to perform the work as specified. Acceptance indicates that funds are available for this work and payment will be made to Strawser Construction Inc. as outlined above.

Name

Title

Date

7b

ORDINANCE NO. 3 -2020

ACCEPTING THE PROPOSAL OF STRAWSER CONSTRUCTION, INC. TO PROVIDE PAVEMENT REHABILITATION WORK FOR THE 2020 MICROSURFACING PROJECT; APPROPRIATING FUNDS THEREFORE IN THE AMOUNT OF \$164,788.18; AND DECLARING AN EMERGENCY.

WHEREAS, the City plans to provide pavement rehabilitation by Microsurfacing on approximately 2.8 miles of residential roadways as a part of this year's pavement maintenance program; and,

WHEREAS, the residential roadways reviewed and identified as suitable for this application include Elden's Ranch View Subdivision – Altara Drive (between Glenbeigh Drive and Angleview Drive), Angleview Court, Angleview Drive (between Orvieto Drive and Altara Drive), and Orvieto Drive (between Brainard Drive and Angleview Drive); Eagle Trace Subdivision – Birch Hollow Court, Deercross Court, Eagle Creek Court, Eagle Trace, Fox Hollow Court, Indian Creek Lane, Ivywood Lane, Littlefield Court, and Shady Oak Lane; Chestnut Drive, Elliott Drive, Maple Drive and Roan Road (between Alexis Road and Marshall Road); and,

WHEREAS, Ohio Revised Code Section 5513.01(B) allows political subdivisions to participate in the Ohio Department of Transportation's Cooperative Purchasing Program; and,

WHEREAS, the Director of Public Service, in a report dated January 21, 2020, has recommended that the proposal of Strawser Construction, Inc. to provide pavement rehabilitation by Microsurfacing for the 2020 Microsurfacing Project at a cost of One Hundred Sixty-Four Thousand Seven Hundred Eighty-Eight and 18/100 Dollars (\$164,788.18), be accepted.

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

SECTION 1. That the proposal of Strawser Construction, Inc. in the amount One Hundred Sixty-Four Thousand Seven Hundred Eighty-Eight and 18/100 Dollars (\$164,788.18) for providing pavement rehabilitation by Microsurfacing for the 2020 Microsurfacing Project, is

hereby accepted.

SECTION 2. That the Director of Public Service shall promptly give notice to said consultant to proceed under the proposal hereby approved and accepted.

SECTION 3. That to provide funds for said microsurfacing 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 amount of One Hundred Sixty-Four Thousand Seven Hundred Eighty-Eight and 18/100 Dollars (\$164,788.18).

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

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

SECTION 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the City should provide for the pavement rehabilitation services for the 2020 Microsurfacing Project at the earliest possible time. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

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

Passed, _____, 2020, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

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City Of Sylvania

DIVISION OF POLICE
FREDERICK L. SCHNOOR, JR.
CHIEF OF POLICE

January 16, 2020

To: The Mayor and members of Sylvania City Council

Re: 2020 Police Vehicle Order

Dear Mr. Mayor and Council Members,

The 2020 budget included capital improvement funds of \$150,000.00 for three police patrol vehicles. We have a quote from Matthews Ford for three 2020 Ford Interceptor Utility patrol vehicles which includes emergency lights, a 5 year/150,000 mile extended warranty for each vehicle and all necessary upfitting. Matthews Ford is offering a price that meets or exceeds state contract pricing.

We are requesting approval for a capital expense of \$142,939.23 from fund 401-7110-53401 to replace three police patrol vehicles.

Please call if you have any questions,

Sincerely,

Frederick L. Schnoor, Jr.
Chief of Police

Prepared for: Danilynn Miller, Operations Captain, City of Sylvania PD
6635 Maplewood Ave
Sylvania, OH 43560
Office: 419-885-0469 | Mobile: 419-885-0469
Email: 842@sylvaniapolice.com

2020 Police Interceptor Utility AWD Base (K8A)
Price Level: 15



Client Proposal

Prepared by:
Rion Myers
Office: 419-250-1735
Email: rion@TheFordTruckMan.com
Quote ID: 081419-001
Date: 01/10/2020



Mathews Ford Oregon | 2811 Navarre Road, Oregon, Ohio, 436163303
Office: 419-698-4444

Prepared for: Danilynn Miller
 Operations Captain, City of Sylvania PD
 Prepared by: Rion Myers
 01/10/2020



Mathews Ford Oregon | 2811 Navarre Road Oregon Ohio | 436163303

2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 15 | Quote ID: 081419-001

As Configured Vehicle

Description	MSRP
Base Vehicle Price (K8A)	\$40,615.00
Order Code 500A	N/C
<i>Includes:</i> - 3.73 Axle Ratio - GVWR: TBD - Tires: 255/60R18 AS BSW - Wheels: 18" x 8" 5-Spoke Painted Black Steel - Includes center caps and full size spare. - Unique HD Cloth Front Bucket Seats w/Vinyl Rear - Includes reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt with manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft, with manual recline) and built-in steel intrusion plates in both front seatbacks - Radio: AM/FM/MP3 Capable - Includes clock, 4 speakers and 4.2" color LCD screen center stack Smart Display.	
Engine: 3.3L V6 Direct-Injection (FFV)	-\$3,530.00
<i>(136-MPH Top Speed) Note: Deletes Regenerative Braking and Lithium-Ion Battery Pack, adds 250-Amp Alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon</i>	
Transmission: 10-Speed Automatic (44U)	N/C
3.73 Axle Ratio	Included
GVWR: TBD	Included
Tires: 255/60R18 AS BSW	Included
Wheels: 18" x 8" 5-Spoke Painted Black Steel	Included
<i>Includes center caps and full size spare</i>	
Unique HD Cloth Front Bucket Seats w/Vinyl Rear	Included
<i>Includes reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt with manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft, with manual recline) and built-in steel intrusion plates in both front seatbacks.</i>	
113" Wheelbase	STD
Monotone Paint Application	STD
Radio: AM/FM/MP3 Capable	Included
<i>Includes clock, 4 speakers and 4.2" color LCD screen center stack Smart Display</i>	
Ultimate Wiring Package	\$560.00
Recommend Police Wire Harness Connector Kit 67V.	
<i>Includes wiring harness instrument panel to rear cargo area (overlay), (2) light cables - supports up to (6) LED lights (engine compartment/grille), (1) 10-amp siren/speaker circuit engine cargo area and rear hatch/cargo area wiring - supports up to (6) rear LED lights. Does not include LED lights, side connectors or controller</i> <i>Includes:</i> - Rear Console Plate - Grille LED Lights, Siren & Speaker Pre-Wiring	
Police Wire Harness Connector Kit - Front/Rear	\$185.00

See Upfitters guide for further detail www.fordpoliceinterceptorupfit.com.

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Danilynn Miller
Operations Captain, City of Sylvania PD
Prepared by: Rion Myers
01/10/2020



Mathews Ford Oregon | 2811 Navarre Road Oregon Ohio | 436163303

2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 15 | Quote ID: 081419-001

As Configured Vehicle (cont'd)

Description	MSRP
<i>For connectivity to Ford PI Package solutions includes front (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector, (1) 14-pin IP connector, rear (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector and (1) 14-pin IP connector</i>	
Front License Plate Bracket	N/C
Dark Car Feature	\$25.00
<i>Courtesy lamps disabled when any door is opened</i>	
Switchable Red/White Lighting in Cargo Area	\$50.00
<i>Deletes 3rd row overhead map light.</i>	
Grille LED Lights, Siren & Speaker Pre-Wiring	Included
Driver Only LED Spot Lamp (Unity)	\$395.00
Rear-Door Controls/Locks Inoperable	\$75.00
<i>(locks, handles and windows) Note: Can manually remove window or door disable plate with special tool. Note: Locks/windows operable from driver's door switches.</i>	
Remote Keyless Entry Key Fob w/o Key Pad	\$340.00
<i>Does not include PATS Includes 4-key fobs. Key fobs are not fobbed alike when ordered with Keyed-Alike</i>	
Rear Console Plate	Included
Contours through 2nd row; channel for wiring.	
Ballistic Door-Panel (Level III+)	\$1,585.00
<i>Tested and meets the requirements of NIJ Standard 0108.01 Level III: 7.62 x 51 mm 9.7g M80 (.308 Winchester 150gr). Per LAPD requirements, they're also designed to withstand special threat rounds: 7.62 x 39 mm MSC 7.9g (Type 56), 5.56 x 45 mm M193 3.36g and 5.56 x 45mm M855 4g.</i>	
<i>Driver front-door only</i>	
Noise Suppression Bonds (Ground Straps)	\$100.00
50 State Emission System	STD
Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.	
Charcoal Black	N/C
Agate Black	N/C
Paint (4) Doors White on Police Interceptor	\$1,250.00
Complete Police Package Including Vinyl Graphics	\$9,049.21

Pnces and content availability as shown are subject to change and should be treated as estimates only Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system See salesperson for the most current information

Prepared for: Danilynn Miller
 Operations Captain, City of Sylvania PD
 Prepared by: Rion Myers
 01/10/2020



Mathews Ford Oregon | 2811 Navarre Road Oregon Ohio | 436163303

2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 15 | Quote ID: 081419-001

As Configured Vehicle (cont'd)

Description	MSRP
<p>Qty Item</p> <p>1 54" Nforce Light Bar with Full Flood (Blue / Red) Incl. Arrow</p> <p>1 ENT2B3RW Intersector</p> <p>1 ENT2B3BW Intersector</p> <p>1 ETSA461CSR Siren / Controller</p> <p>1 ETSS100N Speaker (Behind grill)</p> <p>1 ETSS100BK-D Speaker Bracket</p> <p>1 Aftershock Low Tone</p> <p>2 ELUC3H010W LED Inserts</p> <p>1 ETTFUT-16 Tail Light Flasher</p> <p>4 EMPS2STS4 Mpower 4 " RB Stud Mount</p> <p>2 ENFSGS3RB Nforce Deck Grill Mount</p> <p>1 EMPS1SMS1R 3" Mpower Screw Mount</p> <p>1 EMPS1SMS1B 3" Mpower Screw Mount</p> <p>1 EMPS1SLS4RW</p> <p>1 EMPS1SLS4BW</p> <p>1 PMP2RS101 Bracket</p> <p>1 Graphics</p> <p>1 Havis 22" Ford Interceptor Console VS</p> <p>1 HAVIS SHIELD 2 XL CUP HOLDERS</p> <p>1 HAVIS CON. ACSY. ARM, EM, LPD, FLP, H-ADJT</p> <p>1 HAVIS 2 LIGHTER PLUG OUTLET W/1 USB CUT OUTS</p> <p>1 Pro-Gard Partition 1/2 Siding with lower Panels</p> <p>1 PROGARD REAR WINDOW BARS</p> <p>1 Pro-Gard Rear Transport Seal W OSB and Cargo Barrier</p> <p>1 MAGNETIC MIC HANGER</p> <p>1 Pro-Gard Front Push Bumper Plain Channel BLACK</p>	
5 Year / 150K mile BASE CARE Warranty	\$2,700.00
SUBTOTAL	\$53,399.21
Destination Charge	\$995.00
TOTAL	\$54,394.21

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Danilynn Miller
Operations Captain, City of Sylvania PD
Prepared by: Rion Myers
01/10/2020



Mathews Ford Oregon | 2811 Navarre Road Oregon Ohio | 436163303

2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 15 | Quote ID: 081419-001

Pricing Summary - Single Vehicle

MSRP

Vehicle Pricing

Base Vehicle Price	\$40,615.00
Options & Colors	-\$215.00
Upfitting	\$12,999.21
Destination Charge	\$995.00

Discount Adjustments

Discount	-\$6,747.80
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Subtotal	\$47,646.41
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Sales Taxes

Code	Description	
TAXEXEMPT	Tax Exempt	\$0.00

Total	\$47,646.41
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Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Danilynn Miller

Operations Captain, City of Sylvania PD

Prepared by: Rion Myers

01/10/2020

Mathews Ford Oregon | 2811 Navarre Road Oregon Ohio | 436163303



2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 15 | Quote ID: 081419-001

Pricing Summary - Multiple Vehicles (3)

MSRP

Vehicle Pricing

Base Vehicle Price	\$121,845.00
Options & Colors	-\$645.00
Upfitting	\$38,997.63
Destination Charge	\$2,985.00

Discount Adjustments

Discount	-\$20,243.40
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Subtotal	\$142,939.23
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Sales Taxes

Code	Description	
TAXEXEMPT	Tax Exempt	\$0.00

Total	\$142,939.23
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Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

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ORDINANCE NO. 4 -2020

**AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO
ACCEPT THE PROPOSAL OF MATTHEWS FORD FOR THE
PURCHASE OF THREE NEW 2020 FORD POLICE INTERCEPTOR
UTILITY VEHICLES FOR THE SYLVANIA CITY POLICE
DEPARTMENT; AND DECLARING AN EMERGENCY.**

WHEREAS, funds were included and authorized in the 2020 budget for the replacement of three vehicles for the Sylvania City Police Department; and,

WHEREAS, the Chief of Police, by report dated January 16, 2020, has received a proposal from Matthews Ford to provide the police vehicles at a total cost of \$142,939.23 and has recommended approval of the proposal as this pricing is below state contract pricing; and,

WHEREAS, the proposal includes three new 2020 Ford Police Interceptor Utility vehicles with all required specifications and a 5-year/150,000 mile extended warranty.

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

SECTION 1. That the Mayor and the Director of Finance be, and they hereby are, authorized to sign the proposal of Matthews Ford on behalf of this City, thereby indicating such approval and acceptance for the provision of three new 2020 Ford Police Interceptor Utility patrol vehicles and equipment.

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

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

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

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

Passed, _____, 2020, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

9a

MEMORANDUM

TO: Craig A. Stough, Mayor
Members of Sylvania City Council
FROM: Kevin G. Aller, Director of Public Service
Leslie B. Brinning, Director of Law
RE: Fossil Park Operating Agreement
DATE: January 21, 2020

In 1999, the City entered into a 99-year Lease with Hanson Aggregates Midwest for the 8-acre quarry on Centennial Road for the establishment of Fossil Park. The City and The Olander Park System entered into an Operating Agreement in 2000 for Fossil Park. The Operating Agreement was subsequently amended twice; once in May, 2005 and once in December, 2005 to reflect the construction of restroom facilities with a small office and underground utility installation at Fossil Park. The Second Amendment also provided that the Operating Agreement should be reviewed every five years, commencing in 2006.

The Olander Park System is planning to make improvements to the property, including constructing a shelter on the property as well as a new ramp into the fossil pit in 2020. In planning for those improvements and the expenditure for same, The Olander Park System requested that the Operating Agreement be amended and restated to provide clarity in each party's responsibilities prior to the additional improvements being made.

We have reviewed the proposed Amended and Restated Operating Agreement and recommend its approval.

ORDINANCE NO. 5 -2020**AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE
TO ENTER INTO AN AMENDED AND RESTATED FOSSIL PARK
OPERATING AGREEMENT BETWEEN THE CITY OF SYLVANIA AND
THE OLANDER PARK SYSTEM; AND DECLARING AN EMERGENCY.**

WHEREAS, Ordinance No. 94-99, passed September 7, 1999, authorized the Mayor and Director of Finance to enter into a 99-year Lease on behalf of the City of Sylvania with Hanson Aggregates Midwest, Inc. for the 8-acre quarry off Centennial Road for the establishment of "Fossil Park"; and,

WHEREAS, Ordinance No. 70-2000, passed September 18, 2000, authorized the Mayor and Director of Finance to enter into an Operating Agreement on behalf of the City of Sylvania with The Olander Park System for the operation of Fossil Park; and,

WHEREAS, Ordinance No. 92-2000, passed October 16, 2000, authorized the Mayor and Director of Finance to enter into an Operating Agreement, as amended, on behalf of the City of Sylvania, Ohio, with The Olander Park System for the operation of Fossil Park; and,

WHEREAS, Ordinance No. 29-2005, passed April 18, 2005, authorized the Mayor and Director of Finance to enter into a Lease Modification Agreement No. 1 with Hanson Aggregates Midwest, Inc. amending the term of the Agreement from 99 years to thirty years with two thirty year renewal terms; and,

WHEREAS, Ordinance No. 36-2005, passed May 16, 2005, authorized the Mayor and Director of Finance to enter into a First Amendment to the Fossil Park Operating Agreement with the Olander Park System to amend the parking term to reflect the installation of restroom facilities with a small office together with underground utility installation at the southeast corner of the City's Forestry building parking lot property; and,

WHEREAS, Ordinance No. 79-2005, passed December 19, 2005, authorized the Mayor and Director of Finance to enter into a Second Amendment to the Fossil Park Operating Agreement with The Olander Park System providing that Olander be responsible for the construction and installation of all improvements to the property and also required the City reimburse Olander fifty percent (50%) of capital expenditures made by Olander to the property within the two years preceding the notice of intent to cancel; and,

WHEREAS, The Olander Park System has requested that the Operating Agreement be restated to incorporate and clarify the amendments to the original Operating Agreement; and,

WHEREAS, a copy of the proposed Amended and Restated Fossil Park Operating Agreement between the City of Sylvania and The Olander Park System is attached hereto as "Exhibit A."

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

SECTION 1. That the Mayor and the Director of Finance be, and they hereby are, authorized to enter into an Amended and Restated Fossil Park Operating Agreement with The Olander Park System substantially in the form and substance of said "Exhibit A" which Agreement will amend the original Agreement between the parties.

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

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

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that authorization of the amendment to the Operating Agreement should not be delayed. 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, _____, 2020, as an emergency measure.

ATTEST:

President of Council
APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

**AMENDED AND RESTATED FOSSIL PARK
OPERATING AGREEMENT BETWEEN THE
CITY OF SYLVANIA AND THE OLANDER PARK SYSTEM
WITH CONSENT BY HANSON AGGREGATES MIDWEST, INC.**

This Amended and Restated Operating Agreement is entered into this _____ day of _____, 2019 by and between the City of Sylvania, Lucas County, Ohio, a political subdivision and municipal corporation, duly organized and existing under the Constitution and laws of the State of Ohio (the "City"), and The Olander Park System, a Section 1545 Park District, organized and existing under the laws of the State of Ohio ("Olander").

RECITALS:

WHEREAS, the City and Hanson Aggregates Midwest, Inc. ("Hanson") are parties to a certain Lease Agreement (the "Lease") dated as of August 5, 1999, regarding the leasing by the City from Hanson Aggregates Midwest, Inc. certain property generally known as Fossil Park, an educational fossil preserve area (the "Property") (Exhibit A); and

WHEREAS, the City and Hanson entered into a Lease Modification Agreement No. 1 on September 1, 2005 regarding the term of the City/Hanson Lease (Exhibit B); and

WHEREAS, on or about October 16, 2000, the City and Olander entered into a Fossil Park Operating Agreement for the operation and maintenance of the Property known as Fossil Park (Exhibit C); and

WHEREAS, on May 16, 2005, the City and Olander entered into a "First Amendment to [the] Fossil Park Operating Agreement addressing parking issues (Exhibit D); and

WHEREAS, on December 18, 2005, the City and Olander entered into a Second Amendment to Fossil Park Operating Agreement with Consent to Operating Agreement by Hanson (Exhibit E); and

WHEREAS, it appears that, while provided for in the original the Operating Agreement, a "Consent to Operating Agreement" to be executed by Hanson was never executed by Hanson (Exhibit C, page 5); and

WHEREAS, Olander, is planning to make improvements to the Property requiring a large capital expenditure; and

WHEREAS, Olander desires to achieve clarity in the original Operating Agreement between Olander and the City and the First Amendment and Second Amendment to the Operating Agreement between Olander and the City; and

WHEREAS, the City and Olander desire to enter into this Amended and Restated Operating Agreement providing for the operation and management of the Property by Olander

pursuant to the terms and conditions set forth in this Amended and Restated Operating Agreement with the written consent of Hanson;

NOW, THEREFORE, the Parties intending to be bound hereby agree to and for each other as follows:

1. Operations. Olander shall be responsible for the operation, management, and maintenance of the Property. This operation of the Property by Olander shall not violate any term or terms of the Lease between the City and Hanson. Olander shall be responsible for the hiring, supervision, and firing of all personnel specifically assigned by Olander to the operation of the Property, except as otherwise agreed between the City and Olander. Olander shall be responsible for the construction and installation of all improvements to the Property.

2. Purpose and Nature of Operation. The City enters into this Amended and Restated Operating Agreement for the operation of an educational fossil park preserve area consistent with the existing Lease Agreement and Modification thereto as referenced above (the "Lease") between the City and Hanson. Olander acknowledges receipt of the Lease and the Modification of the Lease between the City and Hanson and agrees to and incorporates by reference all the terms thereof into this Amended and Restated Operating Agreement.

3. Reports. Each calendar year, Olander shall prepare and deliver to the City an annual report noting the revenues and expenses relative to the operation of the Property, and a proposed schedule of admission and other charges for the coming year. The report shall be delivered to the City within thirty (30) days after the close of the year for which such report has been prepared.

4. Name. The name of the Property shall be designated "Fossil Park."

5. Oversight Committee. The City, Olander, and Hanson may form, if necessary, an Oversight Committee to make recommendations to Olander concerning the Fossil Park preserve area consistent with the purpose and terms of Fossil Park as set forth in this Amended and Restated Operating Agreement.

6. Insurance. Olander agrees to carry insurance in an amount not less than required under Paragraph 9 of the Lease between the City and Hanson. Olander's insurance policy shall designate Olander, its officials, agents, employees, and Commissioners as the primary coverage policy and shall name the City of Sylvania, its officials, agents, and employees as additional insureds.

7. Term. The term of this Amended and Restated Operating Agreement shall be for an initial period of thirty (30) years commencing August 5, 1999 and expiring August 4, 2029 (the "Initial Term"). This Amended and Restated Operating Agreement may be renewed for two additional thirty (30) year periods upon the same terms and conditions as applicable in the Initial Term. Either the City or Olander may terminate this Amended and Restated Operating Agreement effective at the end of the Initial Term or any renewal term upon the giving of six (6)

months written notice to the other party prior to the end of the Initial or any renewal term. Otherwise, this Amended and Restated Operating Agreement shall automatically renew. (See Lease Modification between the City of Sylvania and Hansen Aggregates Midwest, Inc. attached hereto as Exhibit B.)

In the event that this Amended and Restated Operating Agreement is terminated by the City for non-performance at the end of the Term or any renewal term, then in that event the City shall reimburse Olander fifty percent (50%) of the capital expenditures made by Olander to the Property within the five-year period preceding the notice of intent to cancel. Any improvements made by Olander more than five years prior to the cancellation of this Lease are not subject to reimbursement by the City.

In addition, if the City intends to terminate this Amended and Restated Operating Agreement for non-performance, the City shall notify in writing the basis of the non-performance and give Olander the opportunity to correct the non-performance within 60 days after such notice as provided herein.

8. Additional Terms. The City shall receive prominent Fossil Park publicity including, without limitation, a prominent designation on the Fossil Park signage.

9. Parking. The City shall designate to Fossil Park, a parking area located to the rear of the City of Sylvania's Forestry Building property, as more fully described in "Exhibit A" attached hereto for the use of visitors of Fossil Park. This area shall be non-exclusive and may be used by the City for special events including the 4th of July Fireworks Celebration, provided, however, the City shall provide appropriate security measures and personnel for such special events. The City shall enter into a non-exclusive parking easement contemporaneous with the execution of this Amended and Restated Operating Agreement for the City to provide a 60 car parking lot at the rear of the City's Forestry Department property for use by The Olander Park System for Fossil Park. The Olander Park System has provided asphalt for the 60 car parking area at their expense. The City will ensure adequate and sufficient parking to Fossil Park for the functions and activities contemplated under this Amended and Restated Operating Agreement.

10. Charges for Admission. Fossil Park shall be free of charge to all City of Sylvania School District residents unless a Fossil Park Nature Program requires a minimal materials fee.

11. Notices. All notices to the respective parties with respect to any matter concerning this Amended and Restated Operating Agreement shall be addressed to the following or to such other address as a party has advised the other in writing:

City of Sylvania:

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

The Olander Park System: The Olander Park System
Attn: Director
6930 Sylvania Avenue
Sylvania, Ohio 43560

Hanson Aggregates: Hanson Aggregates Midwest, Inc.
Attn: _____

12. Non-discrimination. Olander agrees that it will refrain from all discriminatory actions based on race, sex, or religion in dealing with patrons or employees at the Property.

13. Miscellaneous. This Amended and Restated Operating Agreement represents the entire agreement between the parties with respect to the matters set forth herein. This Amended and Restated Operating Agreement shall be construed and enforced in accordance with the laws of the State of Ohio. This Amended and Restated Operating Agreement may be executed in one or more counterparts, each of which shall constitute an original and complete copy hereof.

14. Resolutions and Ordinances. The City has authorized this Amended and Restated Operating Agreement and the signing thereof, by Ordinance No. _____, passed _____, by the Council of the City of Sylvania. Olander has authorized this Amended and Restated Operating Agreement and the signing thereof by Resolution adopted by its Board of Trustees this _____ day of _____, 2019.

Witnesses as to the City of Sylvania:

THE CITY OF SYLVANIA

By _____
Craig A. Stough, Mayor

By _____
Toby A. Schroyer, Director of Finance

Witnesses as to The Olander Park System:

THE OLANDER PARK SYSTEM

By _____
Commissioner

By _____
Commissioner

By _____
Commissioner

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this ____ day of _____, 2019 by Craig A. Stough, Mayor, and Toby A. Schroyer, Director of Finance, respectively, of the City of Sylvania, an Ohio Municipal Corporation, on behalf of the corporation.

Notary Public

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 2019 by _____, _____, and _____, as Commissioners of The Olander Park System, Section 1545 Park District, organized under the laws of the State of Ohio, on behalf of said park district.

Notary Public

CONSENT TO OPERATING AGREEMENT

The undersigned Hanson Aggregates Midwest, Inc. hereby consents to this Fossil Park Amended and Restated Operating Agreement between the City of Sylvania and The Olander Park System.

Witnesses as to Hanson
Aggregates Midwest, Inc.:

HANSON AGGREGATES MIDWEST, INC.

By: _____
Its: _____

By: _____
Its: _____

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 2019 by _____, as _____, and _____, as _____ of Hanson Aggregates Midwest, Inc., a Kentucky Corporation, on behalf of said corporation.

Notary Public

This Instrument Prepared By:
Gregory L. Arnold, Attorney at Law
5749 Park Center Court
Toledo, Ohio 43615
419-241-4441

Exhibit A

LEASE AGREEMENT

This Lease Agreement, dated this 5th Day of August, 1999, is by and between Hanson Aggregates Midwest, Inc., a Kentucky corporation, with an address at Post Office Box 278, 8130 Brint Road, Sylvania, Ohio 43560, hereinafter the "Landlord", and the City Of Sylvania, 6730 Monroe Street, Sylvania, Ohio 43560, hereinafter the "Tenant".

WITNESSETH

WHEREAS, the Landlord is desirous of having an educational fossil preserve area located on its Sylvania Township, Lucas County, Ohio premises and the City Of Sylvania is desirous of undertaking the supervision, operation and maintenance of said educational fossil preserve area for the benefit of and primarily used by the City of Sylvania citizens and Sylvania Area citizens and schools. The Landlord has this day and does by these presents hereby let, lease and demise unto the Tenant the following described real estate, hereinafter referred to as the "Premises", upon the terms and conditions hereinafter set forth, to-wit:

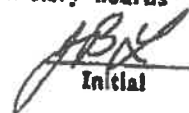
Legal description with scale drawing from a survey of the Premises conducted by G. M. Barton Survey Co. is attached as Exhibit "A".

IN CONSIDERATION of the premises it is understood and agreed between the parties as follows:

1. Rental Terms. In lieu of rental payments, the Tenant agrees to designate the Premises "Fossil Park" and to improve and manage the Premises along with partners including the Sylvania Area Joint Recreation District ("SAJRD") and the Olander Park Board.
2. Purpose. Landlord hereby leases the Premises to the Tenant solely for the operation of an educational fossil preserve area for benefit of and use by area citizens and invited guests of the Tenant or Landlord. Activities not related to the education of fossils and stone extraction, processing and use, shall not be permitted on the Premises, excepting park-like activities, i.e., picnicking, etc. Landlord will provide information and assistance for educational story boards

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Initial

at an interpretive center site as needed. Landlord will provide a representative to a four (4) member committee that shall be formed to periodically meet to partnership ideas, new facilities, programs and promotions by October 1, 1999.

3. Access and Access Improvements. During the term of this Agreement, Tenant shall have the (nonexclusive) use, for ingress and egress, of the driveway to be constructed connecting to the west side of Centennial Road and is part of the Premises. The driveway, which shall be constructed by the Landlord on or before September 1, 1999, will be a twenty (20) foot wide stone road with berm mix surfacing on the sixty (60) foot wide strip of land, which is a part of the Premises, connecting to the west side of Centennial Road. The Landlord will further construct a parking area on Tenant's real property, which is contiguous to the west end of the sixty (60) foot wide strip of land and is contiguous to the north side of the Fossil Park area, which said parking area will be of stone base with berm mix surfacing and completed on or before September 1, 1999. The Landlord will further, on or before September 1, 1999, clear a roadway around the perimeter of the Fossil Park area for future servicing use access and repair and replacement of fencing.

4. Term. The term of this Agreement shall be for a period of ninety-nine (99) years from the date hereof. Either Landlord or Tenant may terminate this Agreement upon the giving of one (1) year prior written notice to the other party.

5. Nature Of Operation. By September 1, 1999, Landlord shall provide six (6) piles of fossil shale for the extraction of fossils. Piles will be removed periodically when depleted of fossils and replaced with new piles of fresh fossil shale. Landlord will assist the Tenant to clean the Fossil Park area of alien debris, brush and trees and Landlord will supply front end loaders and bulldozer for this purpose. The Fossil Park area is a small quarry and when appropriate, Landlord will grade the north end wall with soil for constructing a gradual and safe ingress and egress slope into the Fossil Park area quarry. Tenant shall install, operate and maintain the Fossil

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Park area, which shall meet all requirements of all current or subsequent applicable local, state and/or federal statutes or regulations and shall be approved by Landlord prior to installation and/or construction. Landlord's approval will not be construed as relieving the Tenant from compliance with any applicable regulation as referred to hereinabove.

In addition thereto, Tenant shall in its use and occupancy of the Premises observe such standards of operation and conduct as are requisite to avoid conditions which may be hazardous to employees of Landlord or to third parties. In that regard, Tenant hereby warrants that it will not use the Premises to store any hazardous waste, hazardous substances, hazardous materials, toxic substances, hazardous air pollutants or toxic pollutants as those terms are used in the Resource Conservation Recovery Act, the Comprehensive Environmental Response, Conservation and Liability Act, the Hazardous Materials Transportation Act, the Toxic Substance Control Act, The Clean Air Act, the Clean Water Act and any amendments or regulations thereto. Further, Tenant shall in its use and occupancy of the Premises comply with all current and subsequent federal, state and local laws, rules and regulations pertaining to the protection of the environment and shall not create any condition which would be subject to redress or corrective action under such laws, rules or regulations. Tenant agrees to comply with recommendations made to it by Landlord (a.) for the corrective or control of hazardous conditions, or the release of contaminants or offensive matter; (b.) for the correction or control of conditions which are violative of any laws, rules or regulations pertaining to the protection of the environment or which would be subject to redress or correction thereunder; or (c.) to maintain a good general appearance. On failure of Tenant to comply within the time specified by Landlord (during which time Landlord may prohibit the operation by Tenant of the Fossil Park area in whole or in part), Landlord shall have the nonexclusive remedy of declaring this Agreement at an end and all rights of Tenant hereunder terminated except that Tenant shall remain liable for indebtedness and obligations incurred prior to such termination. In addition to the foregoing, Landlord shall

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have the right to terminate this lease upon one (1) year written notice to the Tenant if the Landlord receives notice of violation of any of Landlord's permits from any governmental agency and if, in the reasonable exercise of Landlord's judgment, Landlord determines there is a substantial possibility that Tenant's operations caused or substantially contributed to the alleged violation.

6. Taxes and Utilities. Landlord agrees to be responsible for all real estate taxes on the Premises. Tenant shall pay when due all ad valorem taxes assessed on any improvements or personal property located on or used in its operation. Tenant shall pay all utilities, including but not limited to, electricity, gas and water consumed on the Premises and the Landlord shall have no obligation with respect thereto.

7. Compliance With City Request. Tenant understands that from time to time the City, Township, County, State or Landlord may request that certain beautification or other projects be completed on the Premises, and Tenant agrees to reasonably comply with such requests at their and/or Sylvania Area Joint Recreation District and Olander Park Board expense and to be responsible to the completion and maintenance of such projects.

8. Indemnity. Tenant shall defend (by counsel of Landlord's choice), indemnify and hold and save harmless Landlord from and against any and all losses, demands, damages, suits, administrative proceedings, actions, expenses (including reasonable attorneys' fees and experts' fees and costs), judgments, fines, penalties and any other liabilities of any nature (whether or not involving personal injury or property damage), brought or had against Landlord, or suffered or incurred by Landlord, or other owner which result from, arise out of, or concern the operations of Tenant of its use, occupancy or possession of the Premises, whether or not resulting from a breach of Paragraph 5 or any other provision of this Agreement and whether caused by Tenant or other parties, or that may result from, arise out of, or concern the operation of any contract or subcontract made by Tenant incident to this Agreement.

9. Insurance. Tenant shall comply with all laws relating to the carrying of workers'

Initial

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Initial

compensation insurance and shall be responsible for seeing that all subcontractors comply therewith. Tenant shall provide Landlord with such evidence as is necessary to show compliance with this requirement.

Tenant shall and hereby covenant and agree to take out and maintain with insurers and under policies satisfactory to Landlord during the term of this Agreement such public liability, property damage and other insurance as Landlord may require, including the following:


- (a) Automobile Public Liability Insurance covering all owned, non-owned and hired vehicles with limits of not less than \$2,000,000.00 for personal injury to one person; \$2,000,000.00 for personal injury per accident and \$2,000,000.00 for property damage; and
- (b) Comprehensive General Liability Insurance covering operations with limits of not less than \$2,000,000.00 for personal injury to one person, \$2,000,000.00 for personal injury per accident and \$2,000,000.00 for property damage.

Prior to its use of the Premises, Tenant shall furnish a certificate or certificates of insurance, in form satisfactory to Landlord, evidencing insurance coverage as required above and such certificates shall include a specific contractual endorsement covering this Agreement, XCU (explosion, collapse and underground coverage) and completed operations coverage. Such certificate or certificates shall contain a statement by the insurer that it will give Landlord written notice at least ten (10) days prior to any cancellation, alteration, change or endorsement of any of the insurance required by this Agreement. All certificates shall contain a specific contractual endorsement covering the liability assumed by Tenant under this Agreement. Landlord may also request that it be listed as an additional insured on said policies at the Tenant's expense.

10. Default and Termination. Upon the failure of the Tenant to comply with any of the terms, conditions or agreements herein contained, the Landlord shall, following thirty (30) days written notice to correct such default, have the right without notice and without

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Initial

legal process, to declare this lease terminated, except as specifically herein provided, all notices provided by law for the termination of tenancy and all legal process being hereby waived. This right shall be cumulative of other rights allowed by law or provided in this Agreement.

In the event Tenant shall file a voluntary petition in bankruptcy or make a general assignment for the benefit of creditors, or, in the event any involuntary petition in bankruptcy shall be filed against the Tenant, then no Trustee in Bankruptcy or Receiver shall take any interest in this lease, but the same shall, upon the happening of such event, be canceled.

11. Condemnation. If the whole or any part of the Premises shall be taken for any possible right or any quasi-public use under any statute or regulation or by right of eminent domain, or by private purchase in lieu thereof, Landlord shall have the right to terminate this lease and Tenant shall not be entitled to any award of monies paid for such land as taken.

12. Survival. Any obligation of either party hereunder this Agreement which arises out of acts, omissions or conditions occurring or existing prior to any expiration, cancellation or termination of this Agreement, shall survive said expiration, cancellation or termination.

13. Acceptance "As Is". Tenant acknowledges that, (i) it has inspected the Premises and the routes of ingress and egress provided for herein and that Landlord makes no representation or warranty, express or implied, with respect to the condition or zoning of the Premises, or said routes of ingress or egress, or otherwise with respect to the Premises, (ii) Tenant's use and occupancy of the Premises and the ingress and egress granted hereby shall be on an AS IS basis and Landlord shall not be liable for any condition thereof except for dangerous, latent conditions of which Landlord has knowledge, and (iii) the Premises is free of any environmental problems.

14. Right of Entry. Nothing herein shall be construed as depriving Landlord of its right to enter upon and make use of the Premises during the term of this lease for such purposes as Landlord may deem appropriate, including, without limitation, the conduct of

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inspections and tests for the purpose of ascertaining the extent of Tenant's compliance with its obligations hereunder. Such entry upon and use of the Premises shall not unreasonably interfere with Tenant's operations thereon.

15. Removal from Premises Upon the expiration, cancellation or termination of this Agreement, Tenant shall have a period of 365 days from said expiration, cancellation or termination in which to remove from the Premises any and all machinery, equipment and other property there installed by Tenant, provided that Tenant shall have fully satisfied all liability and indebtedness owing to Landlord hereunder or otherwise.

16. Notices All notices provided for herein shall be deemed to have been made sufficiently and properly given in writing and deposited in the United States Mail, with the required first-class postage affixed and addressed to:

Landlord: Hanson Aggregates Midwest, Inc.
Post Office Box 278
Sylvania, Ohio 43560

Tenant: John Plock, Director of Finance
City of Sylvania
6730 Monroe Street
Sylvania, Ohio 43560

With copies to: Hanson Building Materials America, Inc.
Post Office Box 13983
Research Triangle Park, NC 27709-3983
Attn: General Counsel

James E. Moun, Director of Law
City of Sylvania
4930 Holland-Sylvania Road
Sylvania, Ohio 43560

17. Entire Agreement This Agreement represents the complete understanding between the parties hereto, and supersedes all prior negotiations, representations or agreements, whether written or oral, as to the matters described herein. This Agreement may be amended only by written instrument signed by both parties. No requirements, obligations, remedy or provision of this Agreement shall be deemed to have been waived, unless so

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waived expressly in writing, and any such waiver of any such provision shall not be considered a waiver of any right to enforce such provision thereafter.

18. Assignment. This Agreement may not be assigned by Tenant. Tenant is however, permitted to enter into a Three-Party Agreement for the management and improvement of the Premises. The three parties shall be the City of Sylvania, Olander Park Board and the Sylvania Area Joint Recreation District. It being understood that Olander Park Board will assume construction and maintenance of buildings and facilities permitted under this Lease and the Sylvania Area Joint Recreation District shall, under separate Agreement, manage the day-to-day operations of the Premises as "Fossil Park".

19. Landlord's waiver of a breach of any provision of this lease by Tenant shall not operate or be construed as a waiver of any subsequent breach by Tenant. In addition, no custom or practice of the parties at variance with the provisions of this lease shall constitute a waiver of Landlord's right to demand strict compliance with the terms of this lease.

20. Applicable Law. This lease will be governed by the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered for and in their names by their duly authorized officers, all as of the day, month and year first above written.

WITNESSES.


James R. Smith


Dudley L. Blake

ATTEST:

By: 

Ronald M. Tipton, Assistant Secretary

Initial

LANDLORD:

Hanson Aggregates Midwest, Inc.

By: 

John B. Lawson, President


Initial

TENANT:
The City Of Sylvania

WITNESSES:

By: _____
Craig A. Stough, Mayor

By: _____
John W. Plock, Director of Finance

ATTEST:

By: _____
James E. Moan, Director of Law

STATE OF OHIO)
COUNTY OF LUCAS) SS:

I, RICK RUBENSTEIN, Notary Public for said County and State, certify that Ronald M. Tinton personally came before me this day and acknowledged that he is Assistant Secretary of Hanson Aggregates Midwest, Inc., a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President; sealed with its corporate seal, and attested by himself as its Assistant Secretary.

Witness my hand and official seal, this the 5 day of AUG, 1999.

[Signature]
Notary Public

My Commission Expires: 11/3/01

Initial

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[Signature]
Initial

STATE OF OHIO)
COUNTY OF LUCAS)

SS:

Before me, a Notary Public in and for said State, personally appeared the above named City of Sylvania, by Craig A. Stough, Mayor and John W. Flock, Director of Finance, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Sylvania, Ohio, this _____ day of _____, 1999.

Notary Public

Prepared by:
James E. Moan, Director of Law
City of Sylvania
4930 Holland-Sylvania Road
Sylvania, Ohio 43560

Dudley L. Blake
C. Howard Nye, Esq.
Hanson Building Materials America, Inc.

(dibfossilpreserve)

Initial

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Initial

LEASE MODIFICATION AGREEMENT NO. 1

THIS AGREEMENT, made as of the 19 day of ~~April~~ ^{September}, 2005 by and between Hanson Aggregates Midwest, Inc., having its address at P.O. Box 278 (8130 Brint Road), Sylvania, Ohio 43560 (the "Landlord") and the City of Sylvania, an Ohio municipal corporation, having its address at 6730 Monroe Street, Sylvania, Ohio 43560 (the "Tenant").

WHEREAS, Landlord and Tenant have entered into a certain Lease Agreement dated August 5, 1999 (the "Lease") for certain described premises known and described as two parcels of land being located in the Northwest Quarter of Section 7, Town 9 South, Range 6 East, Sylvania Township, Lucas County, Ohio; and

WHEREAS, Landlord and Tenant have entered into a certain Memorandum of Lease dated December 19, 2001 and recorded in the Office of the Lucas County Recorder as Record No. 02 0103C10; and,

WHEREAS, Landlord and Tenant desire to modify the Lease to eliminate the one-year termination provision.

NOW, THEREFORE, in consideration of mutual covenants hereinafter set forth, and for other good and valuable consideration, the sufficiency of which are hereby acknowledge, the parties agree as follows:

A. Amend Section 4 of the Lease, by deleting the existing language in its entirety and substituting the following language: "The term of this Agreement shall be for an initial period of thirty (30) years commencing August 5, 1999 and expiring August 4, 2029 (the "Initial Term"). This Agreement may be renewed for two additional thirty (30) year periods upon the same terms and conditions as applicable in the Initial Term. Either Landlord or Tenant may terminate this Agreement effective at the end of the Initial Term or any renewal term upon the giving of six (6) months written notice to the other party prior to the end of the Initial or any renewal term otherwise this agreement shall automatically renew."

B. Except as amended herein, all terms, covenants and conditions of the Lease are now and shall continue to be and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereunto have executed this agreement as of the date first hereinabove written.

Signed and acknowledged in the presence of:

James R. Smith
James R. Smith, Assistant Secretary

Dudley L. Blake
Dudley L. Blake

Signed and acknowledged in the presence of:

Leslie Binning
John W. Plock

LANDLORD

Hanson Aggregates Midwest, Inc.

By: John B. Lawson
John B. Lawson, President

Attest: Ronald M. Tipton
Ronald M. Tipton, Operations Manager &
TENANT Assistant Secretary
City of Sylvania

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

By: John W. Plock
John W. Plock, Director of Finance

Attest: John S. Moore
John S. Moore, Dir. of Law



September 20, 2005

Hanson Aggregates
Midwest, Inc.
8130 Brint Road
P.O. Box 278
Sylvania, OH 43560-0278
Tel (419) 882-0123
Fax (419) 885-8330

Mr. James E. Moan, Esq.
Lydy & Moan, Ltd.
Attorneys at Law
The Pacesetter Building
4930 Holland-Sylvania Road
Sylvania, Ohio 43560-2149

Re: Lease Modification Agreement No. 1
Hanson Aggregates Midwest, Inc. - City of Sylvania
Lease Agreement dated August 05, 1999
Fossil Park

Dear Mr. Moan:

I am forwarding the City of Sylvania's copy of the fully executed Lease Modification Agreement No. 1 as referenced above with a Memorandum of Lease document for recording. Please return a copy of the Memorandum of Lease document with the recording data affixed.

Thank you.

Sincerely,


Dudley L. Blake

DLB:b

Enclosures

Cc: Ronald Tipton
Nigel Wills
Tammy Butler
Leslie Brinning, Esq.
Gary Madrzykowski ✓
Art Landscadel

**FOSSIL PARK OPERATING AGREEMENT
THE OLANDER PARK SYSTEM**

This Agreement (the "Agreement") is entered into as of this ____ day of _____, 2000, by and between the City of Sylvania, Lucas County, Ohio, a political subdivision and municipal corporation duly organized and existing under the Constitution and laws of the State of Ohio (the "City") and The Olander Park System, a Section 1545 Park District organized under the laws of the State of Ohio ("Olander").

RECITALS:

- A. The City and Hanson Aggregates Midwest, Inc., are parties to a certain Lease Agreement (the "Lease") dated as of August 5, 1999, regarding the leasing by the City from Hanson Aggregates Midwest, Inc. certain property generally known as Fossil Park, an educational fossil preserve area (the "Property").
- B. The City and Olander desire to enter into this Agreement providing for the operation and management of the Property by Olander pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the Parties hereto desire to be bound hereby agree to and for each other as follows:

- 1. Operations. Olander shall be responsible for the operation, management and maintenance of the Property. The operation of the Property by Olander shall not violate any term or terms of said Lease. Olander shall be responsible for the hiring, supervision and firing of all personnel specifically assigned by Olander to the operation of the Property. Olander shall be responsible for the construction and installation of all improvements to the Property.
- 2. Purpose and Nature of Operation. The City enters into this Operating Agreement for the operation of an educational fossil park preserve area consistent with the existing Lease Agreement between the City and Hanson Aggregates Midwest. Olander acknowledges receipt of the Lease by the City from Hanson Aggregates Midwest, Inc. and agrees to and incorporates by reference all the terms thereof into this Operating Agreement.
- 3. Reports. Each calendar year, Olander shall prepare and deliver to the City an annual report noting the revenues and expenses relative to the operation of the Property, and a proposed schedule of admission and other charges for the coming year. The report shall be delivered to the City within thirty (30) days after the close of the year for which such report has been prepared.
- 4. Name. The name of the Property shall be designated "Fossil Park" and an open-air interpretive center, when constructed, will be named the "Landseadel Learning Center."

5. Oversight Committee. The City and Olander shall form an Oversight Committee to make recommendations to Olander concerning the Fossil Park preserve area consistent with the purpose and terms of Fossil Park as set forth in this Operating Agreement. The Oversight Committee shall consist of one elected member of the Sylvania City Council, one member of The Olander Park System Board, one representative of the Sylvania School System, the General Manager/Director of The Olander Park System, City of Sylvania Forester, one Board member of the Sylvania Public Schools, one representative of the Sylvania Area Joint Recreational District, one representative of Hanson Aggregates Midwest, Inc. together with an at-large member appointment to be appointed at the discretion of The Olander Park System. Preference shall be given to City of Sylvania residents for appointment to the Oversight Committee by The Olander Park System. The Oversight Committee shall advise and review plans and proposals to assist The Olander Park System by providing input and suggestions as to community needs including programming, operations, budget, capital improvements and shall make a report to The Olander Park System and to the City of Sylvania in conjunction with the financial report required in Item 3 of this Operating Agreement.

6. Insurance. Olander agrees to carry insurance in an amount not less than required under Paragraph 9 of the Lease. Olander's insurance policy shall designate Olander as the primary coverage policy and shall name the City of Sylvania, its officials, agents and employees as additional insureds.

7. Indemnification and Assumption. Olander assumes and makes a part of this indemnification and assumption provision all of the terms of the Lease Agreement presently existing between the City and Hanson Aggregates Midwest, Inc. and agrees to be bound by the terms thereof.

8. Term. This Agreement shall be in effect for a term of ten (10) years, renewable for eight (8) successive ten-year terms under the same terms and conditions subject to the City's right to terminate this Agreement for non-performance of the terms of this Agreement, provided however the City must give six (6) months notice of intention to terminate. In the event that this Lease is terminated by the City for non-performance, then in that event, the City shall reimburse Olander fifty percent (50%) of the capital expenditures made by Olander to the Property within the two-year period preceding the notice of intent to cancel. Any improvements made by Olander more than two years prior to the cancellation of this Lease are not subject to reimbursement by the City.

9. Additional Terms. Olander shall compensate the Sylvania Area Joint Recreation District ("SAJRD") for its Fossil Park expenses incurred prior to the entering into this Agreement in the amount of \$ _____ on or before _____, 2000. The Olander Park System shall commit to expend monies for improvements to Fossil Park as set forth on the attached Fossil Park Development and Operations Plan commencing in the years 2000-2001 prepared by the Sylvania Township Park District. The City shall receive prominent Fossil Park publicity including, without limitation, a prominent designation on the Fossil Park signage. Olander shall work with the City Forester on creation of the natural landscaping for Fossil Park and Olander shall install a safety flag pole indicating when Fossil Park is open to the public until the Medusa Gun Club permanently closes. Olander may terminate this Operating Agreement upon one (1) year written notice to terminate for any reason.

10. Parking. The City shall designate to Fossil Park, a parking area located to the rear of the City of Sylvania's Forestry Building property, more fully described in "Exhibit ____" attached hereto for the use of visitors of Fossil Park. This area shall be non-exclusive and may be used by the City for special events including the 4th of July Fireworks Celebration, provided however, the City shall provide appropriate security measures and personnel for such special events. The City shall enter into a non-exclusive parking easement contemporaneous with the execution of this Agreement for the City to provide a 60 car parking lot at the rear of the City's Forestry department property for use by The Olander Park System for Fossil Park. The Olander Park System shall asphalt and light the sixty-foot car parking area at their expense within two (2) years of the signing of this Agreement. The Olander Park System shall permit the City to use the parking lot for parking for special events including, but not necessarily limited to the 4th of July Fireworks Celebration. The City will ensure adequate and sufficient parking to Fossil Park for the functions and activities contemplated under this Agreement. The Olander Park System shall permit the City to use the parking in the non-exclusive easement for no charge.

11. Charges for Admission. Fossil Park shall be free of charge to all City of Sylvania School District residents unless a Fossil Park Nature Program requires a minimal materials fee.

12. Commencement of Operation. Olander will commence operation of the Property on _____, 2000.

13. Additional Indemnification Clause. Olander shall hold the City harmless from and against any and all claims and demands by any person or persons arising from the failure of Olander to perform any obligation arising under this Agreement.

14. Notices. All notices to the respective parties with respect to any matter concerning this Agreement shall be addressed to the following or to such other address as a party has advised the other in writing:

City of Sylvania: John W. Plock, Director of Finance
City of Sylvania
6730 Monroe Street
Sylvania, OH 43560

The Olander Park System: The Olander Park System
6930 Sylvania Avenue
Sylvania, OH 43560
Attn: Director

15. Non-discrimination. Olander agrees that it will refrain from all discriminatory actions based on race, sex or religion in dealing with patrons or employees at the Property.

16. Miscellaneous. This Agreement represents the entire agreement between the parties with respect to the matters set forth herein. This Agreement shall be construed and

enforced in accordance with the laws of the State of Ohio. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and complete copy hereof.

17. Resolutions and Ordinances. The City has authorized this Agreement and the signing thereof, by Ordinance No. 92-2000, passed October 16, 2000 by the Council of the City of Sylvania. Olander has authorized this Agreement and the signing thereof by Resolution adopted by its Board of Trustees this 16th day of October, 2000.

Witnesses as to the City of Sylvania:

Margaret T. Rauh
John W. Plock

THE CITY OF SYLVANIA

by

Craig A. Stough
Craig A. Stough, Mayor

by

John W. Plock
John W. Plock, Director of Finance

Witnesses as to The Olander Park System:

Larry F. Madrzykowski
John C. Zetter

THE OLANDER PARK SYSTEM

by

Its:

by

Its:

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this 16th day of October, 2000, by Craig A. Stough, Mayor and John W. Plock, Director of Finance, respectively, of the City of Sylvania, an Ohio municipal corporation, on behalf of the corporation.

Leslie B. Brinning
Notary Public

STATE OF OHIO, COUNTY OF LUCAS, ss:

LESLIE B. BRINNING
Notary Public, State of Ohio
Commission Expires July 11, 2002

The foregoing instrument was acknowledged before me this 9th day of November, 2000, by Gail Aboud, John Zetter and Harold McElmurry as Commissioners and _____ of The Olander Park System, Section 1545 Park District organized under the laws of the State of Ohio, on behalf of said park district.

Larry F. Madrzykowski
Notary Public

GARY MADRZYKOWSKI
Notary Public, State of Ohio
Commission Expires 2-24-05

CONSENT TO OPERATING AGREEMENT

The undersigned Hanson Aggregates Midwest, Inc. hereby consents to this Fossil Park Operating Agreement between the City of Sylvania and Olander Park System.

Witnesses as to Hanson
Aggregates Midwest, Inc.:

HANSON AGGREGATES MIDWEST, INC.

by _____
Its: _____

by _____
Its: _____

STATE OF _____, COUNTY OF _____, ss:

The foregoing instrument was acknowledged before me this _____ day of _____, 2000, by _____ and _____ as _____ and _____ of Hanson Aggregates Midwest, Inc., a Kentucky Corporation, on behalf of said corporation.

Notary Public

This Instrument Prepared By:
James E. Moan, Director of Law
City of Sylvania
4930 Holland-Sylvania Road
Sylvania, Ohio 43560
(419) 882-7100



Sylvania Township Park District

Commissioners

Gail Abood
Hal McElmurry
John Zeitler

Director

Gary Madrzykowski
Operations Manager
Steve Marvin

Estimated City of Sylvania "Fossil Park" Development & Operations Cost

2000-2001: \$65,000 (estimated)

Open-air interpretive center:	\$8,000
Park signage:	\$6,000
6 picnic sites:	\$3,000
6 work stations:	\$6,000
Brochures & PR:	\$2,000
Fossil digging equipment:	\$2,000
6-foot safety fence:	\$20,000
Additional safety measures:	\$10,000
Temporary manpower:	\$4,000
Architect:	\$7,000

Staffing: **\$55,000 to \$75,000 per year**
(to provide coverage for the roughly 3,000 hours that Fossil Park will be open to the public.)

Naturalist:	\$38,000 (\$25,000 salary plus benefits)
Naturalist / manager:	\$60,000 (\$40,000 salary plus benefits)
2 Seasonals @ 7/hr.	\$15,000

Future Improvements: \$200,000 (estimate)

Walking / bike path:	\$50,000
Paving entry/parking lot:	\$50,000
Playground:	\$15,000
Open-air shelter:	\$10,000
14 additional picnic sites:	\$7,500
Permanent restrooms:	\$50,000 with water line \$100,000 if water line needs to be hooked up

Fossil Center: **\$250,000 (estimate on "White Paper" presentation)**

Grants:

Exhibit D

FIRST AMENDMENT TO FOSSIL PARK OPERATING AGREEMENT THE OLANDER PARK SYSTEM

This First Amendment ("Amendment") to the Fossil Park Operating Agreement by and between The Olander Park System, a Section 1545 Park District organized under the laws of the State of Ohio ("Olander") and the City of Sylvania, Ohio, an Ohio municipal corporation ("City") is made this 16th day of May, 2005.

RECITALS:

- A. Olander and the City are parties to an Operating Agreement dated April 24, 1998, the terms of which are incorporated herein by reference (the "Operating Agreement").
- B. Olander and the City hereby wish and have agreed to amend the term of the Operating Agreement by the City granting to Olander the right to construct restroom facilities with a small office and underground utilities on the southeast corner of the City's Forestry Building Parking Lot property.

AGREEMENT:

- 1. Amendment of Operating Agreement. Certain Articles of the Operating Agreement is hereby amended as follows:
 - a. 10. Parking. The City shall designate to Fossil Park, a parking area located to the rear of the City of Sylvania's Forestry Building property, more fully described in "Exhibit A" attached hereto for the use of visitors of Fossil Park. This area shall be non-exclusive and may be used by the City for special events including the 4th of July Fireworks Celebration, provided however, the City shall provide appropriate security measures and personnel for such special events. The City shall enter into a non-exclusive parking easement contemporaneous with the execution of this Agreement for the City to provide a 60 car parking lot at the rear of the City's Forestry Department property for use by The Olander Park System for Fossil Park. The Olander Park System shall asphalt and light the sixty-foot car parking area at their expense within two (2) years of the signing of this Agreement. The Olander Park System shall permit the City to use the parking lot for parking for special events including, but not necessarily limited

to the 4th of July Fireworks Celebration. The City will ensure adequate and sufficient parking to Fossil Park for the functions and activities contemplated under this Agreement. The City additionally grants, for the term of this Lease and any extensions granted thereunder, to The Olander Park System the right to construct restroom facilities with small office and underground utilities on the southeast corner of the City's Forestry Building Parking Lot property with the approximate dimensions of twenty feet by forty feet.

2. **Conflicting Terms.** Wherever the terms and conditions of this Amendment and the terms and conditions of the Operating Agreement conflict, the terms of this Amendment shall be deemed to supersede the conflicting terms of the Operating Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

Witnesses as to the City of Sylvania:

Margaret T. Rauch
[Signature]

THE CITY OF SYLVANIA

By

[Signature]
Craig A. Stough, Mayor

By

[Signature]
John W. Plock, Director of Finance

Witnesses as to The Olander Park System:

[Signature]
[Signature]

THE OLANDER PARK SYSTEM

By

[Signature]
Its: Commissioner

By

[Signature]
Its: Commissioner

STATE OF OHIO, COUNTY OF LUCAS, ss:

By

[Signature]
Its: Commissioner

The foregoing instrument was acknowledged before me this 16th day of May, 2005, by Craig A. Stough, Mayor and John W. Plock, Director of Finance, respectively, of the City of Sylvania, an Ohio municipal corporation, on behalf of the corporation.



MARGARET T. RAUCH
Notary Public - State of Ohio
My Commission Expires June 16, 2009

Margaret T. Rauch
Notary Public

Exhibit E

SECOND AMENDMENT TO FOSSIL PARK OPERATING AGREEMENT
THE OLANDER PARK SYSTEM

This Second Amendment ("Amendment") to the Fossil Park Operating Agreement by and between The Olander Park System, a Section 1545 Park District organized under the laws of the State of Ohio ("Olander") and the City of Sylvania, Ohio, an Ohio municipal corporation ("City") is made this 18th day of December, 2005.

RECITALS:

- A. Olander and the City are parties to an Operating Agreement dated April 24, 1998, the terms of which are incorporated herein by reference (the "Operating Agreement").
- B. Olander and the City hereby wish and have agreed to amend the term of the Operating Agreement by the City granting to Olander the right to construct restroom facilities with a small office and underground utilities on the southeast corner of the City's Forestry Building Parking Lot property.

AGREEMENT:

- 1. Amendment of Operating Agreement. Certain Articles of the Operating Agreement is hereby amended as follows:
 - a. 1. Operations. Olander shall be responsible for the operation, management and maintenance of the Property. The operation of the Property by Olander shall not violate any term or terms of said Lease. Olander shall be responsible for the hiring, supervision and discharge of all personnel specifically assigned by Olander to the operation of the Property. Olander shall be responsible for the construction and installation of all improvements to the Property. Olander shall further maintain the physical condition of Fossil Park in a high quality environment to increase public awareness and participation, Olander must continue to offer and promote public education programs and activities at Fossil Park, Olander must maintain sufficient staffing and hours to provide a high quality of facilities and level of service required herein.
 - b. 8. Term. This Agreement shall be in effect for a term of twenty-nine (29) years, renewable for two (2)

successive thirty-year terms under the same terms and conditions subject to the City's right to terminate this Agreement for non-performance of the terms of this Agreement. However, the City of Sylvania has the right to review the Operating Agreement every five years commencing September 15, 2006 and every five years thereafter for both the original term of the Operating Agreement and any renewal terms. The City of Sylvania will review the operation of Fossil Park based on the criteria set forth in the Operations section. In the event this Lease is terminated by the City for non-performance, then in that event, the City shall reimburse Olander fifty percent (50%) of the capital expenditures made by Olander to the Property within the two-year period preceding the notice of intent to cancel. Any improvements made by Olander more than two years prior to the cancellation of this Lease are not subject to reimbursement by the City. Further, should the Operating Agreement be terminated for non-performance, then in that event, the City shall send notice of its intent to terminate the Operating Agreement prior to or on December 1, 2006 and every five years thereafter and the termination is effective 30-days thereafter (or January 1, 2007 and every five years thereafter).

2. Conflicting Terms. Wherever the terms and conditions of this Amendment and the terms and conditions of the Operating Agreement conflict, the terms of this Amendment shall be deemed to supersede the conflicting terms of the Operating Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

Witnesses as to the City of Sylvania:

Margaret Ranch
John W. Plock

THE CITY OF SYLVANIA

By Craig A. Slough
Craig A. Slough, Mayor
By John W. Plock
John W. Plock, Director of Finance

Witnesses as to The Olander Park System:

THE OLANDER PARK SYSTEM

Stephen
Larry F. Madrzykowski
John C. Zeitler

By Paul Aboud
Its: _____
By Harold C. McElmurry
Its: _____

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this 18th day of December, 2005, by Craig A. Stough, Mayor and John W. Plock, Director of Finance, respectively, of the City of Sylvania, an Ohio municipal corporation, on behalf of the corporation.



LESLIE B. BRINNING
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

Leslie B. Brinning
Notary Public

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this 23 day of JANUARY, 2006, by Paul Aboud, John Zeitler and Harold McElmurry as Commissioners and Commissioner of The Olander Park System, Section 1545 Park District organized under the laws of the State of Ohio, on behalf of said Park District.

GARY F. MADRZYKOWSKI
Notary Public, State of Ohio
My Commission Expires 03-03-2010

Larry F. Madrzykowski
Notary Public

CONSENT TO OPERATING AGREEMENT

The undersigned Hanson Aggregates Midwest, Inc. hereby consents to this First Amendment to Fossil Park Operating Agreement between the City of Sylvania and The Olander Park System.

Witnesses as to Hanson Aggregates

HANSON AGGREGATES MIDWEST, INC.

James A. Davis

By John B. Lawan
Its: REGIONAL PRESIDENT
By _____
Its: _____

ORDINANCE NO. 6 -2020**ACCEPTING FROM DAVID R. WEBB AND DIANE M. WEBB, A WARRANTY DEED OF RIGHT-OF-WAY; DEDICATING THE SAME FOR PUBLIC PURPOSES; PROVIDING FUNDS THEREFORE; AND DECLARING AN EMERGENCY.**

WHEREAS, David R. Webb and Diane M. Webb are the owners of real estate in the City of Sylvania at the southerly end of Colonial Court; and,

WHEREAS, at the time the Colonial Park subdivision was developed, a buffer lot was reserved; and,

WHEREAS, Mr. and Mrs. Webb would like to use Colonial Court as the ingress/egress point of access to the property and also for utility access; and,

WHEREAS, in 2019, this issue was referred to the Plan Commission for its review and recommendation and a public hearing was held on August 19, 2019; and,

WHEREAS, subsequent to the public hearing and upon further review of the Plat Restrictions, it was determined that in order for Mr. and Mrs. Webb to cross the buffer lot for ingress/egress and for utility access, additional right-of-way would need to be granted to the City and then the same dedicated for public purposes to satisfy the condition of the Plat Restriction; and,

WHEREAS, Mr. and Mrs. Webb have executed and delivered to the City of Sylvania, a Warranty Deed for right-of-way at Colonial Court, Sylvania, Ohio, which Warranty Deed is in the form and substance of "Exhibit A", attached hereto and made a part hereof.

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

SECTION 1: That the Warranty Deed of right-of-way as so executed, tendered and delivered, as described on "Exhibit A" be, and the same hereby is, accepted from David R. Webb and Diane M. Webb, the grantors of said deed.

SECTION 2: That the real estate conveyed by said Warranty Deed, identified herein as "Exhibit A" be, and the same hereby is, dedicated as right-of-way.

SECTION 3: That the Director of Law shall cause said Deed to be recorded and thereafter to be filed with the Director of Finance, and to be maintained by him as a part of the records of this City.

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

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

SECTION 6: That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the Deed tendered should be accepted forthwith so that other matters relative to clearing title to the acquired property and the overall project will not be delayed. 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, _____, 2020, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

1/8/2020
TRANSFERRED BY: SDAVIS \$0.50
IN COMPLIANCE WITH SEC. 319.202 R.C.
ANITA LOPEZ, AUDITOR
LUCAS COUNTY, OHIO
FEE: EX: X MULTI:
PARCEL: 82-00588 COUNT: 1
TRANS. #: 20-200109



20200108-0001010

1/8/2020 11:07 AM
Pages: 1 Fee: \$34.00
T20200000708
Phil Copeland
Lucas County Recorder DEED

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That David R. Webb and Diane M. Webb, husband and wife, the grantors, in consideration of One Dollar (\$1.00) and other good and valuable consideration to it paid by the City of Sylvania, an Ohio Municipal Corporation, grantee, whose present mailing address is 6730 Monroe Street, Sylvania, Ohio 43560, the receipt whereof is hereby acknowledged, does, hereby BARGAIN, SELL and CONVEY to said Grantee and its successors and assigns forever, the following described real estate:

Right-of-Way Extension Colonial Court

Part of Colonial Park, a plat in the City of Sylvania, Lucas County, Ohio recorded in Volume 162, Page 46 Book of Plats, and part of tax parcel 82-00584 in the City of Sylvania described as follows:

Beginning at the Southeast corner of Lot 18 in said Colonial Park, currently defined by a found 3/4" iron pipe in concrete;

thence North 02 degrees 04 minutes 18 seconds West along the West right-of-way of Colonial Court 2.00 feet;

thence 87 degrees 16 minutes 58 seconds East 60.00 feet to the East right-of-way of Colonial Court;

thence South 02 degrees 04 minutes 18 seconds East along the East right-of-way of Colonial Court 2.00 feet to a found 3/4" iron pipe;

thence continuing South 02 degrees 04 minutes 18 seconds East 1.00 foot onto tax parcel 82-00584 to a point;

thence South 87 degrees 16 minutes 58 seconds West 60.00 feet to a point;

thence North 02 degrees 4 minutes 18 seconds West 1.00 foot to the Point of Beginning. *WJ*

Parcel contains 180.00 square feet more or less.

Grantor acquired title to the above described premises by Instrument recorded as 18107450.

This conveyance is expressly made to satisfy the condition in the Colonial Park Plat, recorded in Volume 162, Page 46 Book of Plats which provides that "Lot A" be dedicated as a buffer lot until such time as the abutting right-of-way is extended onto the adjoining property, at which time Lot A will be dedicated as right-of-way.

New parcel number. 82-00588

Dated this 8 day of Nov., 2019.

David R. Webb
David R. Webb

Diane M. Webb
Diane M. Webb

THE STATE OF OHIO, LUCAS COUNTY, SS.

The foregoing instrument was acknowledged before me this 8 day of November, 2019 by David R. Webb and Diane M. Webb, husband and wife.

11

RESOLUTION NO. 3 -2020

**ADOPTING A STATEMENT, PURSUANT TO REVISED CODE
OF OHIO 709.03 (D), INDICATING WHAT SERVICES WILL
BE PROVIDED TO THE AREA PROPOSED TO BE ANNEXED
TO THE CITY OF SYLVANIA BY PETITION FOR ANNEXATION
FILED WITH THE BOARD OF LUCAS COUNTY COMMISSIONERS;
AND DECLARING AN EMERGENCY.**

WHEREAS, this Council received notice from James E. Moan that he was the authorized agent for the petitioner of the territory sought to be annexed (approximately 1.915 acres) by the owner of property located at the corner of Holland-Sylvania Road and Brint Road to the City of Sylvania filed with the Board of Commissioners of Lucas County, Ohio on December 5, 2019; and,

WHEREAS, pursuant to the Revised Code of Section 709.03 (D) this Council is required to adopt a statement indicating what services, if any, the City of Sylvania will provide to the territory proposed for annexation upon annexation.

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

SECTION 1. That upon annexation to the City of Sylvania the territory proposed to be annexed by said annexation petition will be provided, by the City of Sylvania, with the following services:

- a. Domestic garbage, trash and refuse generated on the premises of each residential property will be removed and disposed of once a week;
- b. Police protection will be furnished by the City of Sylvania;
- c. Street shade trees will be sprayed, trimmed, planted, removed and their leaves and branches disposed of as a part of the City tree program;
- d. Green yard waste pickup will be provided for residential property on a bi-weekly basis during the months of March through November;
- e. Curbside recycling will be provided bi-weekly for single-family residential units;
- f. Storm drainage facilities will be regularly and routinely cleaned and cleared;
- g. The minimum sanitary sewer system value and capital connection charge for future connections will be reduced from \$940 to a charge of \$430 or less;

- h. The maximum sanitary sewer system value and capital connection charge for future connections will be reduced from \$202,100 to a charge of \$92,450;
- i. The territory described in the petition is within the Sylvania Water District;
- j. Snow plowing will be provided for public streets;
- k. Street sweeping will be provided for public streets;
- l. Site plan, preliminary and final plat review and approvals will be provided.
- m. The above services will be provided within six months after the date of the granting of the annexation petition.
- n. If a street or highway will be divided or segmented by the boundary line between the township and the municipal corporation as to create a road maintenance problem, the municipal corporation to which annexation is proposed has agreed as a condition of the an annexation to assume the maintenance of that street or highway or to otherwise correct the problem. As used in this section, "street" or "highway" has the same meaning as in section 4511.01 of the Revised Code.
- o. If the municipal zoning permits uses in the annexed territory that the municipal corporation determines are clearly incompatible with the uses permitted under current county or township zoning regulations in the adjacent land remaining within the township from which the territory was annexed, the legislative authority of the municipal corporation will require, in the zoning ordinance permitting the incompatible uses, the owner of the annexed territory to provide a buffer separating the use of the annexed territory and the adjacent land remaining within the township. For the purposes of this section, "buffer" includes open space, landscaping, fences, walls, and other structured elements; streets and street rights-of-way; and bicycle and pedestrian paths and sidewalks.

SECTION 2. That the Clerk of this Council shall file with the Board of Commissioners of Lucas County, Ohio a certified copy of this Resolution and shall also provide petitioners with a certified copy of this Resolution.

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

SECTION 4. That the Clerk of Council is hereby directed to post a copy of this Resolution 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 Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that this Resolution should be effective immediately so that it will be

in effect and served upon the Board of Commissioners of Lucas County, Ohio. Provided this Resolution receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

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

Passed, _____, 2020 as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

RESOLUTION NO. 4 -2020

ADOPTING A STATEMENT, PURSUANT TO REVISED CODE OF OHIO 709.03 (D), INDICATING WHAT SERVICES WILL BE PROVIDED TO THE AREA PROPOSED TO BE ANNEXED TO THE CITY OF SYLVANIA BY PETITION FOR ANNEXATION FILED WITH THE BOARD OF LUCAS COUNTY COMMISSIONERS; AND DECLARING AN EMERGENCY.

WHEREAS, this Council received notice from James E. Moan that he was the authorized agent for the petitioner of the territory sought to be annexed (approximately 22.845 acres) by a majority of owners of property in a portion of the Country Walk subdivision to the City of Sylvania filed with the Board of Commissioners of Lucas County, Ohio on December 5, 2019; and,

WHEREAS, pursuant to the Revised Code of Section 709.03 (D) this Council is required to adopt a statement indicating what services, if any, the City of Sylvania will provide to the territory proposed for annexation upon annexation.

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

SECTION 1. That upon annexation to the City of Sylvania the territory proposed to be annexed by said annexation petition will be provided, by the City of Sylvania, with the following services:

- a. Domestic garbage, trash and refuse generated on the premises of each residential property will be removed and disposed of once a week;
- b. Police protection will be furnished by the City of Sylvania;
- c. Street shade trees will be sprayed, trimmed, planted, removed and their leaves and branches disposed of as a part of the City tree program;
- d. Green yard waste pickup will be provided for residential property on a bi-weekly basis during the months of March through November;
- e. Curbside recycling will be provided bi-weekly for single-family residential units;
- f. Storm drainage facilities will be regularly and routinely cleaned and cleared;
- g. The minimum sanitary sewer system value and capital connection charge for future connections will be reduced from \$940 to a charge of \$430 or less;

- h. The maximum sanitary sewer system value and capital connection charge for future connections will be reduced from \$202,100 to a charge of \$92,450;
- i. The territory described in the petition is within the Sylvania Water District;
- j. Snow plowing will be provided for public streets;
- k. Street sweeping will be provided for public streets;
- l. Site plan, preliminary and final plat review and approvals will be provided.
- m. The above services will be provided within six months after the date of the granting of the annexation petition.
- n. If a street or highway will be divided or segmented by the boundary line between the township and the municipal corporation as to create a road maintenance problem, the municipal corporation to which annexation is proposed has agreed as a condition of the an annexation to assume the maintenance of that street or highway or to otherwise correct the problem. As used in this section, "street" or "highway" has the same meaning as in section 4511.01 of the Revised Code.
- o. If the municipal zoning permits uses in the annexed territory that the municipal corporation determines are clearly incompatible with the uses permitted under current county or township zoning regulations in the adjacent land remaining within the township from which the territory was annexed, the legislative authority of the municipal corporation will require, in the zoning ordinance permitting the incompatible uses, the owner of the annexed territory to provide a buffer separating the use of the annexed territory and the adjacent land remaining within the township. For the purposes of this section, "buffer" includes open space, landscaping, fences, walls, and other structured elements; streets and street rights-of-way; and bicycle and pedestrian paths and sidewalks.

SECTION 2. That the Clerk of this Council shall file with the Board of Commissioners of Lucas County, Ohio a certified copy of this Resolution and shall also provide petitioners with a certified copy of this Resolution.

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

SECTION 4. That the Clerk of Council is hereby directed to post a copy of this Resolution 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 Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that this Resolution should be effective immediately so that it will be

in effect and served upon the Board of Commissioners of Lucas County, Ohio. Provided this Resolution receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

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

Passed, _____, 2020 as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

City of Sylvania

Bank Reconciliation

December 2019

A

Ending balance for November 2019	27,175,290.74
Add: Monthly Receipts	<u>3,140,745.36</u>
Subtotal	\$ 30,316,036.10
Less: Monthly Disbursements	<u>3,022,814.35</u>
Ending balance for December 2019	\$ 27,293,221.75

Less:

CD Metamora Bank	\$ (2,144,420.23)
Star Ohio	(81,713.68)
Petty Cash (1)	(2,050.00)
Cemetery Savings	(1,062.86)
Toledo Community Fund	(31,803.18)
Key Bank Securities	(8,169.14)
5/3rd Securities	(7,967,720.71)
SJS Account	(5,745,805.45)
Morgan Stanley Investment	(200,000.00)
USB Financial	(4,025,020.07)
First Federal Bank (CD)	(2,065,555.94)
Key Bank (CD)	(1,031,625.00)
Sylvania Township Bonds	(230,000.00)
	\$ 3,758,275.49

Payroll 1/2/20	(345,374.40)
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(1)	\$ 3,412,901.09
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	\$ 3,409,298.82
Deposit in Transit:	
Income Tax	11,662.33
General Deposit	-

Subtotal	\$ 3,420,961.15
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Less: Outstanding Checks (2)	8,060.06
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Adjusted Bank Balance	\$ 3,412,901.09
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(2)	
November Outstanding Checks	\$ 436,790.61

Checks written this month	1,393,437.63
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Voided Check #74968 dtd 10/29/19	(371.00)
Reissued Ck#75182 dtd 12/4/19	

Subtotal	\$ 1,829,857.24
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Checks Cleared this month	<u>(1,821,797.18)</u>
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December Outstanding Checks	\$ 8,060.06
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Toby Schroyer
Director of Finance, City of Sylvania

B

Board of Architectural Review

Minutes of the regular meeting of January 15, 2020.

Mayor Stough called the meeting to order and welcomed new Board of Architectural Review and Planning Commission members Kathleen Fischer and Carol Lindhuber.

Organization Meeting

Mayor Stough called for the Election of Officers:

1. Mayor Stough called for Nomination for Chair

Mayor Stough moved, Carol Lindhuber seconded to elect Tom Lindsley as Chair. Vote being: Stough, Lindhuber, Fischer and Lindsley; (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

Mayor Stough yielded the chair to the Chairman, Thomas Lindsley.

2. Mr. Lindsley called for Nomination for Vice-Chair

Ms. Lindhuber moved, Ms. Fischer seconded to elect Ken Marciniak as Vice-Chair. Vote being: Lindhuber, Fisher, Stough and Lindsley (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

Members present: Mayor Craig Stough, Kathleen Fischer, Carol Lindhuber and Thomas Lindsley (4) present. Ken Marciniak excused. Zoning Administrator, Timothy Burns present.

Mayor Stough moved, Ms. Lindhuber seconded to approve the Minutes of the November 13, 2019, meeting as submitted. Vote being: Stough, Lindhuber, Fischer and Lindsley (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

Item 4 – Regulated Sign– app. no. 46-2019 requested by Myra Gueli or Toledo Sign for Promedica Natural Wellness Shop, 5700 Monroe Street, Sylvania, Ohio 43560. (Preliminary approval was given by members by email vote on December 3-5, 2019) Application is for two window signs. Sign are within the limits of the Sylvania Sign Code. Ms. Lindhuber moved, Ms. Fischer seconded, to grant a Certificate of Appropriateness for the signs shown in the drawings submitted with the application. Vote being: Fischer, Lindhuber, Stough and Lindsley (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

Item 5 – Regulated Sign – app. no. 47-2019 requested by Michael Bey of South Water Signs for Athletico Physical Therapy, 5577 Monroe Street, Sylvania, Ohio 43560. Application is for a new wall sign. Sign is within the limits of the Sylvania Sign Code. Mr. Burns said that the owner obtained a temporary sign permit and has already installed the sign, understanding that there was some risk installing prior to approval from the Board. Ms. Lindhuber moved, Ms. Fischer seconded, to grant a Certificate of Appropriateness for the sign shown in the drawing submitted

Board of Architectural Review
Minutes of the January 15, 2020
Page 2

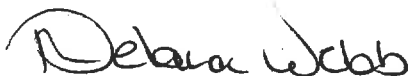
with the application. Vote being: Fischer, Lindhuber, Stough and Lindsley (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

Item 6 – Regulated Sign – app. no. 48-2019 requested by Kimberly Chapman for California Yoga, 5694 Main Street, Sylvania, Ohio 43560. Application is for three window signs, a wall sign and a hanging sign. Ms. Chapman was present and explained that they will be moving to a new location and will be installing new window signs, a wall sign and a hanging sign. She added that they will not be installing the awning sign shown in the pictures; that they have decided to remove the current awning. Signs are within the limits of the Sylvania Sign Code. Ms. Lindhuber moved, Ms. Fischer seconded, to grant a Certificate of Appropriateness for the signs shown in the drawings submitted with the application. Vote being: Fischer, Lindhuber, Stough and Lindsley (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

Item 7 – Regulated Sign – app. no. 1-2020 requested by Kim Allard of Allied Signs, Inc. for VCA Sylvania Vet Animal Hospital, 4801 Holland-Sylvania Road, Sylvania, Ohio 43560. Application is for a new wall sign and a panel replacement in the current monument sign. Jim Fields of Allied Signs, Inc. was present and stated that the new signage is due to rebranding. He said that only the monument sign would be lit, and that it would be lit internally. Mr. Burns said that although there will be two wall signs, the two signs are being treated as one sign. He added that the size of the signs are so small that together they are still well under the size of a wall sign allowed by the sign code. Signs are within the limits of the Sylvania Sign Code. Ms. Lindhuber moved, Ms. Fischer seconded, to grant a Certificate of Appropriateness for the signs shown in the drawings submitted with the application. Vote being: Fischer, Lindhuber, Stough and Lindsley (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

Ms. Fischer moved, Ms. Lindhuber seconded to adjourn the meeting. All present voted aye. Meeting adjourned.

Submitted by,



Debra Webb, Secretary
Municipal Planning Commission

C

Sylvania Municipal Planning Commission

Minutes of the regular meeting of January 15, 2020. Mr. Lindsley called the meeting to order.


Members present: Mayor Craig Stough, Kathleen Fischer, Carol Lindhuber and Thomas Lindsley (4) present. Ken Marciniak excused. Zoning Administrator, Timothy Burns present.

Mayor Stough moved, Ms. Lindhuber seconded to approve the Minutes of the November 13, 2019, meeting as submitted. Vote being: Stough, Fischer, Lindhuber and Lindsley (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

Item 3 - Final Plat Approval – Centennial Crossings Plat Five, submitted by Feller, Finch and Associates, Inc. Mr. Arron Feller, of Feller, Finch and Associates, Inc. was present. Mr. Burns stated that the all of the comments, in Joe Shaw's Final Plat Review Comments dated December 20, 2019, have been addressed; and that all changes have been made to Mr. Shaws satisfaction. Ms. Lindhuber moved, Ms. Fischer seconded to approve the Final Plat as corrected and discussed at the meeting. Vote being: Stough, Fischer, Lindhuber and Lindsley (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

Ms. Fischer moved, Ms. Lindhuber seconded to adjourn the meeting. All present voted aye. Meeting adjourned.

Submitted by,



Debra Webb, Secretary
Municipal Planning Commission