

**Sylvania City Council**  
March 16, 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 Mr. Haynam.
3. Additions to the agenda.
4. Approval of the regular council meeting minutes of March 2, 2020.
5. Proposed Ordinance No. 15- 2020, Authorizing an Agreement with Zambelli Fireworks Manufacturing Co. for the Independence Day Celebrations on July 3, 2020, July 3, 2021 and July 3, 2022 at Centennial Terrace and Quarry.
6. 2020 Sidewalk Replacement Program.
  - a. Service Director's report on bids.
  - b. Proposed Ordinance No. 16-2020, Accepting the proposal of Scott's Quality Concrete and awarding the contract for the 2020 Sidewalk Replacement Program.
7. Proposed Ordinance No. 17-2020, An Ordinance to approve, adopt and enact current replacement pages to the Codified Ordinances through December 31, 2019; to repeal Ordinances in conflict therewith, and to publish the enactment of new matter.
8. Notice of the transfer of the D5, Spirituous liquor for on premises consumption only, beer, wine and mixed beverages for on premises, or off premises in original sealed containers; and D6, Sale of intoxicating liquor on Sunday between the hours 10:00a.m. and midnight, permit from Bellyworthy LLC, d/b/a 5<sup>th</sup> Street Pub, 5577 Monroe St, Suite D, Sylvania, Ohio to Georghios Grill, LLC, d/b/a Georghios Grill, 5577 Monroe St, Suite D, Sylvania, Ohio.
9. Proposed Resolution No. 11-2020, A Resolution declaring its intent to enter into an Agreement with The Board of Trustees of Sylvania Township to create a Joint Economic Development District for Oakleaf Village on Holland-Sylvania Road.

10. Committee reports.
  - a. Employee & Community Relations Committee meeting held on 3/3/20.
    - a.1. Proposed Ordinance No. 7-2020, Revision the Codified Ordinance Section 139-07- Leaves of Absence to create a Precinct Election Official Leave Program.
    - a.2. Proposed Resolution No. 8-2020, Appointing Marcus Hansen to the Board of Trustees of Sylvania Area Joint Recreation District for a term expiring December 31, 2021.
    - a.3. Proposed Resolution No. 9-2020, Appointing Stephan Risher to the Zoning Board of Appeals for a term expiring December 31, 2020.
    - a.4. Proposed Resolution No. 10-2020, Appointing Danny Royer to the Zoning Board of Appeals for a term expiring December 31, 2020.
11. Committee referrals.

### **INFORMATION**

- A. February 2020 Bank Reconciliation.
- B. Board of Architectural Review minutes from March 11, 2020.
- C. Municipal Planning Commission minutes from March 11, 2020.

Minutes of the Meeting of Council  
March 2, 2020

The Council of the City of Sylvania, Ohio met in regular session on March 2, 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 Mark Frye.

Pledge of  
Allegiance.

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

- 11. Service Director’s report on roof replacements.
- 9a. Move to after agenda item 5.
- 12. SAJRD update and Harroun Park update.

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

Agenda  
approval.

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

Mrs. Westphal presented the February 18, 2020 meeting minutes. Mrs. Westphal moved, Mr. Haynam seconded, that since the Mayor, members of Council, and others had been furnished copies of these minutes prior to this meeting, Council dispense with the reading of these minutes at this time, and the journal of the minutes of the regular meeting of February 18, 2020 be approved; roll call vote being: Frye, Haynam, McCann, Richardson, Stough, Westphal, Cappellini, (7) yeas; (0) nays. The motion carried.

Approval of the  
February 18  
meeting  
minutes.

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

Service Director’s report on the Gap Study for Erie Street & Monroe Street Traffic Study was placed on file. Mr. Frye presented and read aloud by title only, proposed Ordinance No. 13-2020, a written copy of same having been previously furnished to each member of Council, “Accepting the proposal of Tetra Tech to conduct a Gap Study at the intersection of Erie Street and Monroe Street; appropriating funds therefore in the amount of \$7,000; 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: Haynam, McCann, Richardson, Stough, Westphal, Cappellini, Frye (7) yeas; (0) nays. The motion carried.

Ordinance No.  
13-2020, “....  
Gap Traffic  
Study at Erie &  
Monroe  
Streets.....”

Mr. Frye moved, Mr. McCann seconded, that Ordinance No. 13-2020 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.

Minutes of the Meeting of Council  
March 2, 2020

Mayor Stough stated that Council will now consider moved agenda item 9a, then agenda item 6.

Mrs. Westphal stated the Finance Committee met on February 26, 2020 to review the funding of Community Programs. She stated the committee reviewed the current policy and identified adjustments to the policy to be considered. A second discussion focused on the Downtown Sylvania Association request for a \$9,000 increase in City funding.

Finance Com.  
Mtg report from  
2/26/20.

Mrs. Westphal presented and read aloud by title only, proposed Resolution No. 7-2020, a written copy of same having been previously furnished to each member of Council, "A Resolution of the Council of the City of Sylvania amending the funding request policy; 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: Richardson, Stough, Westphal, Cappellini, Frye, Haynam, McCann, (7) yeas; (0) nays. The motion carried.

Resolution No.  
7-2020,  
"...amending  
the funding  
request  
policy...."

Mrs. Westphal moved, Mr. Haynam seconded, that Resolution No. 7-2020 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.

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

Mrs. Westphal presented and read aloud by title only, proposed Ordinance No. 14-2020, a written copy of same having been previously furnished to each member of Council, "Appropriating the sum of \$9,000 to support the Downtown Sylvania Association; and declaring an emergency." Mrs. Westphal 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.  
14-2020,  
"Appropriating  
\$9000 to  
support the  
DSA..."

Mrs. Westphal moved, Mr. Frye seconded, that Ordinance No. 14-2020 be enacted as an emergency measure as declared therein; roll call vote being: Westphal, Cappellini, Haynam, McCann, Richardson, (6) yeas; Stough (1) nays. The motion carried.

Minutes of the Meeting of Council  
March 2, 2020

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

Mrs. Westphal stated the Committee of the Whole met on this date to discuss possible primary date change. Discussion included not requiring primary for Council, but requiring primary for Mayor. Administration will provide additional information on compliance to facilitate absentee and military ballots, and will provide a review of the Charter for any additional changes.

COW Mtg  
report from  
3/2/20.

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

Service Director's report on the Roof Replacements for the City Administration Building and Sylvania Municipal Court building was placed on file. Ms. Stough moved, Mrs. Westphal seconded to authorizing the Clerk to advertise for bids for the roof replacement project. Roll call vote being: Frye, Haynam, McCann, Richardson, Stough, Westphal, Cappellini, (7) yeas; (0) nays. The motion carried.

Authorize for  
bids...Admin  
Bldg. & Court  
Roof  
Replacement.

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

Mrs. Cappellini informed council on two upcoming Community meetings to receive input on the results from the Community Survey. March 30 at 6:30 p.m. at the King Road library has been set to collect comments regarding the survey/results. May 12<sup>th</sup> at 6:30 p.m. at the Senior Center, the final plan will be addressed. She stated the Nature Conservancy has been working at Harroun Park and the work will be continuing through the spring.

SAJRD update.  
Harroun Park  
update.

Mayor Stough stated there are no other business to come before Council.

Mrs. Westphal moved, Mr. Richardson seconded to adjourn at 8:02 p.m. Roll call vote being: Haynam, McCann, Richardson, Stough, Westphal, Cappellini, Frye (7) yeas; (0) nays. The motion carried.

Adjournment

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

\_\_\_\_\_  
Mayor

**ORDINANCE NO. 15 - 2020**

**AUTHORIZING AN AGREEMENT WITH ZAMBELLI FIREWORKS MANUFACTURING CO. FOR THE INDEPENDENCE DAY CELEBRATIONS ON JULY 3, 2020, JULY 3, 2021 AND JULY 3, 2022 AT CENTENNIAL TERRACE AND QUARRY; AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO SIGN AN AGREEMENT FOR THE FIREWORKS DISPLAY WHICH WILL COST THIRTY-FIVE THOUSAND DOLLARS (\$35,000); AUTHORIZING A 50% DEPOSIT PAYMENT FOR EACH YEAR'S FIREWORKS DISPLAY DUE IN FEBRUARY OF EACH CALENDAR YEAR WHICH WILL BE SHARED BY THE CITY, SYLVANIA TOWNSHIP, COCA-COLA CORPORATION, THE SYLVANIA AREA JOINT RECREATION DISTRICT AND AREA BUSINESSES; AND DECLARING AN EMERGENCY.**

WHEREAS, Zambelli Fireworks Manufacturing Co. presented to the Mayor and Director of Finance a contract providing for the furnishing, delivering, and display of fireworks for the Sylvania Community on July 3, 2020, July 3, 2021 and July 3, 2022, for the sum of Thirty-Five Thousand Dollars (\$35,000) annually, as set forth in said agreement, a copy of which agreement is now on file with the Clerk of this Council; and,

WHEREAS, the total display will cost Thirty-Five Thousand Dollars (\$35,000) with the City of Sylvania, Sylvania Township, Coca-Cola Corporation, the Sylvania Area Joint Recreation District and other area businesses all contributing to the cost of the fireworks display.

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

SECTION 1. That the Mayor and Director of Finance be, and they hereby are, authorized and directed to enter into an agreement with Zambelli Fireworks Manufacturing Co. in the form and substance of the agreement now on file with the Clerk of this Council providing that Zambelli Fireworks Manufacturing Co. will provide a fireworks display on July 3, 2020, July 3, 2021 and July 3, 2022, for a payment by the City to Zambelli Fireworks Manufacturing Co. of Thirty-Five Thousand Dollars (\$35,000) with the City making a 50% deposit payment annually by February 28, 2020, 2021 and 2022.

SECTION 2. That to provide funds for said fireworks, there is hereby appropriated from the **SPECIAL PROJECTS FUND** from funds therein not heretofore appropriated to **Account No. 110-7320-51294 - Community Programs**, the total sum of Thirty-Five Thousand Dollars (\$35,000.00) annually for the years 2020, 2021 and 2022 - it being understood that the City of

Sylvania shall receive contributions from Sylvania Township, the Sylvania Area Joint Recreation District, the Coca-Cola Corporation and other area businesses to apply to the total contract price and when received will be credited to said Account.

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

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

SECTION 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the contract should be authorized forthwith so as to assure the City of the Independence Day fireworks display scheduled for July 3, 2020, July 3, 2021 and July 3, 2022. 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:

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

APPROVED:

APPROVED AS TO FORM:

\_\_\_\_\_  
Mayor

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

\_\_\_\_\_  
Date

## ZAMBELLI FIREWORKS MANUFACTURING CO.

THIS CONTRACT AND AGREEMENT (this "Contract") is made effective as of this 28<sup>th</sup> day of February 2020, by and between:

*Zambelli Fireworks Manufacturing Co.* of Warrendale, Pennsylvania (hereinafter referred to as "Zambelli"),

-AND-

**City of Sylvania of Sylvania, Ohio** (hereinafter referred to as "Client").

WHEREAS, Zambelli is in the business of designing and performing exhibitions and displays of fireworks; and

WHEREAS, Client desires that Zambelli provide an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions hereof, and Zambelli desires to perform an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual agreements herein contained:

Zambelli, intending to be legally bound, agrees as follows:

1. Zambelli agrees to sell, furnish and deliver to Client a fireworks display [per the program submitted by Zambelli to Client, accepted by Client and made a part hereof] (hereinafter referred to as the "Display") to be exhibited on the display date set forth below (hereinafter referred to as the "Display Date"), or on the postponement date set forth below [if the Display is postponed as provided herein], (hereinafter referred to as the "Postponement Date") which Display Date and Postponement Date have been agreed upon at the time of signing this Contract.

**Display Date: July 3, 2020**

**Postponement Date:** 7/5/20

**Display Date: July 3, 2021**

**Postponement Date:** 7/5/21

**Display Date: July 3, 2022**

**Postponement Date:** 7/5/22

2. Zambelli agrees to furnish the services of display technicians (hereinafter referred to as "Display Technicians") who are sufficiently trained to present the Display. Zambelli shall determine in its sole discretion the number of Display Technicians necessary to take charge of and safely present the Display.
3. Zambelli agrees to furnish insurance coverage in connection with the Display for bodily injury and property damage, including products liability, which insurance shall include Client as additional insured regarding claims made against Client for bodily injury or property damage arising from the operations of Zambelli in performing the Display provided for in this Contract. Such insurance afforded by Zambelli shall not include claims made against Client for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 6 and 7 below. Client shall indemnify and hold Zambelli harmless from all claims and suits made against Zambelli for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 6 and 7 below. Zambelli furnished insurance exposure in connection with the subject Display is not subject to deviation. Should client request any scale of modification; corresponding fee(s) to accommodate shall not be borne by Zambelli.

Client, intending to be legally bound, agrees as follows:

4. Client agrees to pay Zambelli the sum of **\$35,000 per display** (hereinafter referred to as the "Purchase Price"), fifty percent (50%) of which is due upon signing this Contract and the balance of which is due at noon three (3) days prior to the Display Date. Zambelli reserves the right to modify pricing at any time based on proposed 2020 importation tariffs. Zambelli reserves the right to add to Client's invoice an equitable transportation surcharge in the event of any material increase in transportation costs (including the cost of fuel and third party shipping costs) to Zambelli after the date of this Contract. In addition, Client agrees to pay a postponement fee of fifteen percent (15%) of the Purchase Price plus Additional Third Party Charges (as defined in paragraph 11 below) if the Display is fired on the Postponement Date, or twenty-five percent (25%) of the Purchase Price plus Additional Third Party Charges if the Display is fired on a date other than the Display Date or the Postponement Date ("Alternate Date"). The Alternate Date must occur within six months of the original Display Date at a time agreeable to both Zambelli

and the Client. Generally, Alternate Dates will not include the period from June 28<sup>th</sup> through July 7<sup>th</sup>. Checks shall be made payable to Zambelli Fireworks Manufacturing Co., unless otherwise authorized in writing by Zambelli. NO CASH shall be paid to any agent or employee of Zambelli, unless otherwise authorized in writing by Zambelli. There shall be no refund of the Purchase Price due and payable under this paragraph 4, except as specifically provided in paragraph 11 below.

5. Client agrees to meet all deadlines outlined in the Design and Production Provisions, which has been provided to Client, including but not limited to the following:
  - (a) Client must select a suitable place for the Display, including a firing and debris zone reasonably acceptable to Zambelli (hereinafter referred to as the "Display Area") and submit such selection to Zambelli no later than sixty (60) days prior to the Display Date. The Display Area shall adhere to or exceed applicable National Fire Protection Association ("NFPA") standards including the Zambelli guideline that the Display Area have a radius of at least 100 feet per inch (or as mutually agreed to between Zambelli and Client) of the largest diameter pyrotechnic from the firing site in all directions to any parking area, spectators, inhabited buildings, public roads, or active railroad. Client shall submit a site map (attached hereto as Exhibit A) to Zambelli accurately representing the physical characteristics of the Display Area as pertains to NFPA and Zambelli guidelines. The content of the Display may be limited by the selection of the Display Area due to the requirement to provide sufficient safety zones.
  - (b) Zambelli will secure all permits necessary for the Display as required, including but not limited to police, local, state and United States Coast Guard ("USCG") permits, and arrange for any security bonds or insurance as required by law. Client will assist Zambelli when appropriate in completing permit applications.
  - (c) If the Display is choreographed to music, the final selection of the music must be submitted to Zambelli by Client no later than ninety (90) days prior to the Display Date.
6. If, in its sole discretion, Client designates an area for members of the public to view the Display (hereinafter referred to as the "Spectator Area") or an area for vehicular parking (hereinafter referred to as the "Parking Area"), Client shall (a) ensure that the Spectator Area does not infringe on the Display Area, (b) have sole responsibility for ensuring that the terrain of the Spectator Area and any structures thereon, including but not limited to grandstands and bleachers are safe for use by spectators, (c) have sole responsibility for ensuring that the Parking Area is safe for use, (d) have sole responsibility to police, monitor and appropriately control spectator access to the Spectator Area and the Parking Area and police, monitor and appropriately control the behavior of persons in these areas. It is expressly agreed that Zambelli shall not inspect any area other than the Display Area, except to ensure that any Spectator or Parking Areas are outside the Display Area.
7. Prior to, during, and immediately following the Display, Client shall monitor the Display Area and will be solely responsible to keep all persons and property not authorized by Zambelli out of the Display Area and behind safety zone lines and limits.
8. Following the Display, Client shall be solely responsible for policing of the Display Area and for cleanup except as specifically provided in the sentence immediately following. Zambelli shall be responsible for the removal of unexploded fireworks and the cleanup of material debris, the removal of frames, sets and lumber from the Discharge Area, and the refilling of holes created by Zambelli or on behalf of Zambelli within the Discharge Area.
9. Client will include a direct reference to "Zambelli Fireworks" in all promotional material, including but not limited to event schedules; radio, television, newspaper and internet announcements; newspaper articles; and other media.

The parties, intending to be legally bound, mutually agree as follows:

10. It is agreed and understood by the parties hereto that should inclement weather prevent firing of the Display on the Display Date, as determined by the Authority Having Jurisdiction (as defined in paragraph 14 below) or as reasonably determined by Zambelli, then the program shall be postponed and fired on the Postponement Date. If there is no Postponement Date and the Display is not fired on the Display Date, or if inclement weather prevents firing of the Display on the Postponement Date, as determined by the Authority Having Jurisdiction or as reasonably determined by Zambelli, the Display will be cancelled and Client will pay to Zambelli, 50% of the Purchase Price, less any Deposit paid prior to the Display Date.
11. Client's cancellation of the Display will only be effective upon receipt by Zambelli of a written notice from an authorized person representing Client. In the event of cancellation of the Display, the parties agree as follows:

- (a) If Client cancels the Display more than sixty-one (61) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to ten percent (10%) of the Purchase Price plus Additional Third Party Charges, as defined below.
  - (b) If Client cancels the Display from thirty-one (31) to sixty (60) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to twenty percent (20%) of the Purchase Price plus Additional Third Party Charges, as defined below.
  - (c) If Client cancels the Display from five (5) to thirty (30) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to thirty percent (30%) of the Purchase Price plus Additional Third Party Charges, as defined below.
  - (d) If Client cancels the Display less than five (5) days prior to the day of the Display, Client agrees to pay Zambelli a cancellation fee equal to fifty percent (50%) of the Purchase Price plus Additional Third Party Charges, as defined below.
  - (e) "Additional Third Party Charges" shall mean all costs and expenses incurred by Zambelli and paid or payable to third parties in connection with the Display, including but not limited to security fees, permits and licensing fees and expenses, barge and tow expenses, and firewatch fees.
12. Zambelli reserves the exclusive right to make minor modifications and substitutions to the Display, provided that such changes are reasonable and necessary and do not materially, adversely affect price, time of delivery, functional character or performance of the Display.
13. It shall be within Zambelli's and/or the Authority Having Jurisdiction's discretion to terminate the firing of the Display if any unsafe or unsuitable condition is identified. If such condition is not corrected, Zambelli may cancel the Display without further liability to Client for such cancellation.
14. The parties agree to cooperate with the regulatory authorities having jurisdiction over the Display, including, but not limited to local fire and police departments, the Bureau of Alcohol, Tobacco, Firearms and Explosives, the Department of Transportation, the Department of Homeland Security, and the USCG (any such authority having jurisdiction over the Display is sometimes referred to herein as, the "Authority Having Jurisdiction"). The parties acknowledge that such governmental regulatory authorities having jurisdiction over the Display have the right to prohibit the Display until unsafe or unsuitable conditions are corrected.
15. This contract shall be deemed made in the Commonwealth of Pennsylvania and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, excluding its conflict of law rules. The parties agree and consent to the jurisdiction of the courts of the Commonwealth of Pennsylvania and the Federal District Court for the Western District of Pennsylvania to decide all disputes regarding this Contract.
16. If Client becomes bankrupt or insolvent, or if a petition in bankruptcy is filed by or against Client or if a receiver is appointed for Client, Zambelli may refuse to perform under this Contract and may terminate this Contract without prejudice to the rights of Zambelli. If Client's financial condition becomes unsatisfactory to Zambelli, Zambelli may require that Client deposit the balance of the Purchase Price in escrow or provide sufficient proof of its ability to pay the balance of the Purchase Price.
17. Except to the extent, if any, specifically provided to the contrary herein, in no event shall Zambelli be liable to Client for any indirect, special, consequential, incidental or punitive damages or lost profits, however caused and on any theory of liability (including negligence of any kind, strict liability or tort) arising in any way out of this contract, whether or not Zambelli has been advised of the possibility of damages.
18. If Client fails to pay the monies due under this Contract, Zambelli is entitled to recover the balance due plus interest at one and one-half percent (1 ½ %) per month on amounts past due sixty (60) days or more. Further, on balances outstanding one hundred twenty (120) days or more, Zambelli is entitled to recover the balance due, plus accrued interest, plus attorneys fees of ten percent (10%) of the amount past due, plus court costs, or, if less, the maximum amount permitted by law.
19. This Contract shall not be construed to create a partnership or joint venture between the parties or persons mentioned herein.
20. Each party hereunder shall be excused for the period of delay in the performance of any of its obligations hereunder and shall not be liable for failure to perform or considered in default hereunder, when prevented from so performing by a cause or causes beyond its reasonable control, including but not limited to fire, storm, earthquake,

flood, drought, accident, explosion, operation malfunction, or interruption, strikes, lockouts, labor disputes, riots, war (whether or not declared or whether or not the United States is a member), Federal, state, municipal or other governmental legal restriction or limitation or compliance therewith, failure or delay of transportation, shortage of, or inability to obtain materials, supplies, equipment, fuel, power, labor or other operational necessity, interruption or curtailment of power supply, or act of God, nature or public enemy.

- 21. This Contract constitutes the sole and entire understanding of the parties with respect to the matters contemplated hereby and supersedes and renders null and void all prior negotiations, representations, agreements and understandings (oral and written) between the parties with respect to such matters. No change or amendment may be made to this Contract except by an instrument in writing signed by each of the parties.
- 22. Notices, consents, requests or other communications required or permitted to be given by either party pursuant to this Contract shall be given in writing by first class mail, postage prepaid addressed as follows: if to Zambelli, to the address set forth below; if to Client, to 6730 Monroe St., Sylvania, OH 43560.
- 23. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument. The exchange of copies of this Contract and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Contract as to the parties and may be used in lieu of the original Contract for all purposes. This Contract and all the rights and powers granted by this Contract shall bind and inure to the benefit of the parties and their respective successors and assigns.
- 24. \_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, we set our hands and seals to the agreement in duplicate the day and year first above written.

**FOR Client:**

**FOR: Zambelli Fireworks Manufacturing Co.**

BY \_\_\_\_\_  
date

BY \_\_\_\_\_  
date

\_\_\_\_\_  
**Printed Name and Title**

\_\_\_\_\_  
**Printed Name and Title**

Please sign contract where indicated for Client and return all copies for final acceptance to:  
**Zambelli Fireworks Manufacturing Co.**  
120 Marshall Drive  
Warrendale, PA 15086  
724-658-6611    800-245-0397    FAX 724-658-8318

69



DEPARTMENT OF PUBLIC SERVICE

KEVIN G. ALLER, PE DIRECTOR

March 9, 2020

To: The Mayor and Members of Sylvania City Council

Re: **2020 Sidewalk Replacement Program**

Dear Mr. Mayor and Council Members:

We had requested bids from five local companies for our 2020 Sidewalk Replacement program and received one proposal.

The bid was received from Scott's Quality Concrete, Sylvania, Ohio in the amount of \$28,635.

The program will replace sidewalks raised by street trees throughout the City.

The funds are available in Capital Improvement 401-7615-53530 and the Tree Assessment Fund 501-7440-51270 and the work will be completed this spring. We recommend award of the 2020 Sidewalk Replacement Program to Scott's Quality Concrete in the amount of \$28,635.

Please call if you have any questions.

Sincerely,

Kevin G. Aller, P.E.

Director of Public Service

KGA/dsw

6b

**ORDINANCE NO. 16 -2020**

**ACCEPTING THE PROPOSAL OF SCOTT'S QUALITY CONCRETE AND AWARDING THE CONTRACT FOR THE 2020 SIDEWALK REPLACEMENT PROGRAM TO SAME; AUTHORIZING THE EXPENDITURE FOR THE IMPROVEMENTS IN THE AMOUNT OF \$28,635; APPROPRIATING FUNDS THEREFORE; AND DECLARING AN EMERGENCY.**

WHEREAS, plans for the 2020 Sidewalk Replacement Program have been completed and are now on file with the Clerk of this Council; and,

WHEREAS, the Director of Public Service, by report dated March 9, 2020, stated that he requested proposals from five local companies for the 2020 Sidewalk Replacement Program and one proposal was received:

<u>COMPANY</u>	<u>PRICE</u>
Scott's Quality Concrete	\$ 28,635.00

WHEREAS, the proposal offered by the above company meets all of the City's specifications and the Director of Public Service, by report dated March 9, 2020, has recommended acceptance of the proposal submitted by Scott's Quality Concrete and that the contract for the 2020 Sidewalk Replacement Program be awarded to same.

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

SECTION 1. That the proposal of Scott's Quality Concrete, Sylvania, Ohio for said 2020 Sidewalk Replacement Program, in the amount of Twenty-Eight Thousand Six Hundred Thirty-Five Dollars (\$28,635.00), is hereby determined to be the lowest and best proposal received and the same is hereby accepted.

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

SECTION 3. That to provide funds for said improvements hereby authorized, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND** and the **TREE ASSESSMENT FUND** from funds therein not heretofore appropriated to **Account No. 401-7615-53530, Sidewalk Improvements and 501-7440-51250, Tree Maintenance**, the total sum Twenty-Eight Thousand Six Hundred Thirty-Five Dollars (\$28,635.00).

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

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

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

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

Passed, \_\_\_\_\_, 2020, as an emergency measure.

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

ATTEST:

APPROVED AS TO FORM:

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

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

APPROVED:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

ORDINANCE NO. 17-2020

AN ORDINANCE TO APPROVE, ADOPT AND ENACT CURRENT REPLACEMENT PAGES TO THE CODIFIED ORDINANCES; TO REPEAL ORDINANCES IN CONFLICT THEREWITH; TO PUBLISH THE ENACTMENT OF NEW MATTER; AND DECLARING AN EMERGENCY.

WHEREAS, certain provisions within the Codified Ordinances should be amended to conform with current State law as required by the Ohio Constitution; and

WHEREAS, various ordinances of a general and permanent nature have been passed by Council which should be included in the Codified Ordinances; and

WHEREAS, Council has heretofore entered into a contract with the Walter H. Drane Company to prepare and publish such revision; and

WHEREAS, the codification of such ordinances, together with the new matter to be adopted, the matters to be amended and those to be repealed are before the Council;

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

SECTION 1. That the ordinances of the City of Sylvania, Ohio, of a general and permanent nature, as revised, recodified, rearranged and consolidated into component codes, titles, chapters and sections with the 2020 Replacement Pages to the Codified Ordinances are hereby approved and adopted.

SECTION 2. That the following sections and chapters are hereby added, amended or repealed as respectively indicated in order to comply with current State law:

Traffic Code

- 301.04 Bicycle, Motorized Bicycle, Moped, Electric Bicycle. (Amended)
- 301.20 Motor Vehicle. (Amended)
- 301.251 Predicate Motor Vehicle Offense. (Amended)
- 301.361 Shared-Use Path. (Amended)
- 301.51 Vehicle. (Amended)
- 303.06 Freeway Use Restricted. (Amended)
- 313.09 Driver's Duties Upon Approaching Ambiguous Traffic Signal. (Amended)
- 331.03 Overtaking, Passing to Left; Driver's Duties. (Amended)
- 331.14 Signals Before Changing Course, Turning or Stopping. (Amended)
- 331.15 Hand and Arm Signals. (Amended)
- 331.37 Driving Upon Sidewalks, Street Lawns or Curbs. (Amended)
- 333.03 Maximum Speed Limits. (Amended)

Traffic Code (Cont.)

- 337.27 Drivers and Passengers Required to Wear Seat Belts. (Amended)
- 341.03 Prerequisites to Operation of a Commercial Motor Vehicle. (Amended)
- 373.01 Code Application to Bicycles. (Amended)
- 373.02 Riding Upon Seats. (Amended)
- 373.05 Lights and Reflector on Bicycle. (Amended)
- 373.06 Riding Bicycle on Right Side of Roadway. (Amended)
- 373.07 Reckless Operation. (Amended)
- 373.14 Electric Bicycles. (Added)

General Offenses Code

- 513.01 Drug Abuse Control Definitions. (Amended)
- 513.03 Drug Abuse; Controlled Substance Use. (Amended)
- 529.07 Open Container Prohibited. (Amended)
- 533.04 Sexual Imposition. (Amended)
- 533.07 Public Indecency. (Amended)
- 533.15 Dissemination of Private Sexual Images. (Added)
- 549.01 Weapons Definitions. (Amended)
- 549.06 Unlawful Transactions in Weapons. (Amended)

A summary of the amendments to the sections listed above is set forth in Appendix A which is attached to this ordinance.

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

SECTION 4. That the Clerk of Council is hereby directed to post a copy of this Ordinance in the Office of the Clerk of Council in the Municipal Building pursuant to ARTICLE III, Sections 11(e) and 12, of the Charter of this City.

SECTION 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that there exists an imperative necessity for the earliest publication and distribution of current Replacement Pages to the officials and residents of the City, so as to facilitate administration, daily operation and avoid practical and legal entanglements. 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:

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

APPROVED:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

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

8

NOTICE TO LEGISLATIVE  
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL  
6606 TUSSING ROAD, P.O. BOX 4005  
REYNOLDSBURG, OHIO 43068-9005  
(614)844-2360 FAX(614)844-3166

TO

3133623			TRFO	<b>GEORGHIOS GRILL LLC</b> <b>DBA GEORGHIOS GRILL</b> <b>5577 MONROE ST STE D</b> <b>SYLVANIA OH 43560</b>
06 01 2019				
02 26 2020				
D5 D6				
48	077	A	F23771	

FROM 02/28/2020

0594025				<b>BELLYWORTHY LLC</b> <b>DBA 5TH STREET PUB</b> <b>5577 MONROE ST SUITE D</b> <b>SYLVANIA OHIO 43560</b>
06 01 2019				
02 26 2020				
D5 D6				
48	077			



MAILED 02/28/2020

RESPONSES MUST BE POSTMARKED NO LATER THAN. 03/30/2020

**IMPORTANT NOTICE**

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL  
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES **A TRFO 3133623**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT  
THE HEARING BE HELD  IN OUR COUNTY SEAT.  IN COLUMBUS.

WE DO NOT REQUEST A HEARING.

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title)-  Clerk of County Commissioner

(Date)

Clerk of City Council

Township Fiscal Officer

**CLERK OF SYLVANIA CITY COUNCIL**  
**6730 MONROE ST**  
**SYLVANIA OHIO 43560**

Commerce Division of Liquor Control : Web Database Search

**OWNERSHIP DISCLOSURE INFORMATION**

This online service will allow you to obtain ownership disclosure information for issued and pending retail liquor permit entities within the State of Ohio.

**Searching Instructions**

Enter the known information and click the "Search" button. For best results, search only ONE criteria at a time. If you try to put too much information and it does not match exactly, the search will return a message "No records to display".

The information is sorted based on the Permit Number in ascending order.

To do another search, click the "Reset" button.

SEARCH CRITERIA	
<b>Permit Number</b>	<input type="text" value="3133623"/>
<b>Permit Name / DBA</b>	<input type="text"/>
<b>Member / Officer Name</b>	<input type="text"/>

[Search](#)[Reset](#)[Main Menu](#)

Member/Officer Name	Shares/Interest	Office Held
<b>Permit Number:</b> 3133623; <b>Name:</b> GEORGHIOS GRILL LLC; <b>DBA:</b> DBA GEORGHIOS GRILL; <b>Address:</b> 5577 MONROE ST STE D SYLVANIA 43560		
CHRISTOS A KAMILARIS	MANAGE MEM	
GEORGHIOS A KAMILARIS	MANAGE MEM	

- [Ohio.Gov](#)
- [Ohio Department of Commerce](#)

[Commerce Home](#) | [Press Room](#) | [CPI Policy](#) | [Privacy Statement](#) | [Public Records Request Policy](#) | [Disclaimer](#) | [Employment](#) | [Contacts](#)

**RESOLUTION NO. 11 -2020**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF SYLVANIA  
DECLARING ITS INTENT TO ENTER INTO AN AGREEMENT WITH  
THE BOARD OF TRUSTEES OF SYLVANIA TOWNSHIP TO CREATE  
A JOINT ECONOMIC DEVELOPMENT DISTRICT LOCATED IN A  
PORTION OF THE UNINCORPORATED AREA OF SYLVANIA  
TOWNSHIP; AND DECLARING AN EMERGENCY.**

WHEREAS, Ohio Revised Code Section 715.72 authorizes one or more municipal corporation, one or more township and one or more county to create a Joint Economic Development District for the purpose of facilitating economic development and redevelopment; and,

WHEREAS, representatives of the City of Sylvania and Sylvania Township have negotiated a proposed Sylvania Township/City of Sylvania Joint Economic Development District I Contract, a copy of which is attached hereto as “Exhibit A”; and,

WHEREAS, Oakleaf/Toledo Limited Partnership, an Ohio limited partnership, is the property owner located within the district and has consented to its inclusion in the district.

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

SECTION 1. The Council of the City of Sylvania hereby declares its intent to enter into an Agreement with the Board of Trustees of Sylvania Township to create a Joint Economic Development District located in a portion of the unincorporated area of Sylvania Township.

SECTION 2. A copy of the Petition of Business Owner for creation of the Sylvania Joint Economic Development District is on file with the Clerk of Council of the City of Sylvania.

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 the intent to create a Joint Economic Development District should be authorized immediately for the economic development and continued improvement of the Sylvania Community. 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

**SYLVANIA TOWNSHIP/CITY OF SYLVANIA  
JOINT ECONOMIC DEVELOPMENT DISTRICT  
ECONOMIC DEVELOPMENT PLAN**

**1. Introduction:**

A. The purpose of this plan is to set forth the strategic goals and strategies for the economic development of the Sylvania Township/City of Sylvania Joint Economic Development District ("SYLVANIA JEDD I"). The intended result from this economic development planning effort is a more inclusive strategy to move the community forward through the creation of a Joint Economic Development District (JEDD) with the City of Sylvania. The plan is intended to facilitate economic development.

**2. Setting:**

A. Sylvania Township is conveniently located on U.S. 23 and I-475, fully encompassing the municipal corporation of the City of Sylvania and lying west of the municipal corporation of the City of Toledo in Lucas County, Ohio. The township's strategic location between the nearby metropolitan areas allows ready access to big-city amenities such as colleges and universities, professional sports, an international airport, the performing arts and other recreation resources, including zoos, museums, and shopping.

B. Sylvania Township can best be described as a semi-rural community with suburban residential areas and commercial development primarily consisting of retail, office, light industrial and medical facilities. The current population of Sylvania Township, including municipalities is approximately 49,000. Residential and commercial development is continuing to impact the historic rural character of the community and placing additional pressure on agricultural land.

**3. Strengths, Opportunities and Goals for the Future:**

The Sylvania Township Comprehensive Plan identifies the Township's strengths, opportunities and economic development priorities as described below. These values will be used to identify economic development strategies for the SYLVANIA JEDD I.

**A. Strengths:**

- i. Good school system
- ii. Land and room to grow and develop
- iii. Proximity to Toledo, Maumee, Sylvania and southeast Michigan
- iv. Good leadership
- v. Open space
- vi. Proximity to shopping
- vii. Blend of rural and suburban character
- viii. Skilled and educated population
- ix. Location and access to major highways
- x. Parks, green space and walking trails
- xi. Available land for commercial development

The identified strengths will be used to help market available properties in the SYLVANIA JEDD I.

**B. Opportunities:**

- i. Economic development
- ii. Control development pace
- iii. Available land for commercial or technology development
- iv. Increase tax base
- v. Opportunity to create low density and planned business development
- vi. Market location on 1-475/U.S. 23/U.S.20/St.Rt.51 corridors
- vii. Aesthetic improvements (trees, parks, pedestrian connections)
- viii. Educated workforce to pool resources

The opportunities identified above will be used to prioritize goals for promoting economic development within the SYLVANIA JEDD I territory.

**C. Economic Development Priorities:**

- i. Develop, plan and encourage industrial, commercial, technology, research park, retail, service and office development in Sylvania Township
- ii. Increase employment opportunities in the Township
- iii. Stabilize tax base
- iv. Be proactive in providing infrastructure to support, attract and expand businesses
- v. Educate residents on the need for commercial development to help support taxes and other community costs
- vi. Stimulate economic development
- vii. Encourage development that will produce jobs in the Township

In order to develop, plan and encourage commercial development, the infrastructure necessary for commercial development must be provided. The proposed infrastructure improvement projects will be prioritized based on traffic demand, existing inadequate infrastructure and the relationship of other infrastructure improvement projects.

The proposed SYLVANIA JEDD I infrastructure improvement projects will encourage a collaborative planning effort and the accommodation of public / private interests to achieve high quality development.

**D. Identity:**

Sylvania Township wishes to enhance its identity in the greater Toledo Metropolitan Area. In order to promote a sense of place and community, the following strategies should be used to help identify Sylvania Township in the commercial market in the SYLVANIA JEDD I territory:

- i. Brand area for compatible service/retail and commercial uses
- ii. Provide a refreshing brand of commercialism
- iii. Development should be consistent with zoning
- iv. Development should be harmonious and consistent with adjacent uses
- v. Signage should be kept to a minimum
- vi. Provide aesthetic improvements in the areas of major entrance nodes to the JEDD
- vii. Provide significant landscaping to break up large expanses of parking lots and open fields
- viii. Develop a sense of place through consistent architectural and aesthetic details, including uniform lighting, signage, traffic signals and landscaping
- ix. Expand biker / hiker trails and sidewalks to provide alternative forms of transportation, walkable communities and healthier lifestyles
- x. Control access management to reduce conflict points
- xi. Encourage sustainable development
- xii. Development should reflect campus-style patterns which take advantage of clustered buildings and large amounts of open/green space
- xiii. Market available properties and local workforce

The economic development of the SYLVANIA JEDD I is a long-term process that will require a continuous and harmonious relationship with the SYLVANIA JEDD I partners to achieve the goals, vision and identity of the corridor. This Economic Development Plan will enable Sylvania Township to focus on the "end product" of development and use these strategies when reviewing development proposals.

**4. Schedule for provision of new, expanded, or additional services, facilities, or improvements (RC 715.84(D)(3))**

A. The Township may use a portion of the allocation of the income tax it receives to pay a portion of the costs of constructing intersection improvements at District entry points. The Township may provide for the construction and improvement of such roads in the Township it deems appropriate to provide an improved transportation network to benefit the SYLVANIA JEDD I.

B. The Township may provide expanded public services to the SYLVANIA JEDD I in the form of: police protection, fire protection, civil defense, local government administration, and so forth commensurate with economic growth. The Township expects to provide a superior level of services in order to attract development and to support commerce once it is established. Participating in SYLVANIA JEDD I revenues may enable Township expenditures in furtherance of improvements which are already and utilization of tax increment financing and inter-governmental agreements pertaining thereto also in furtherance of improvements.

C. The City may upon request of the SYLVANIA JEDD I Board provide: 1) Engineering services for road construction and improvements; and 2) Financial services to the SYLVANIA JEDD I Secretary for analysis of economic activity affecting the SYLVANIA JEDD I. The City intends to provide municipal water and sewer connections to businesses in the

District in accordance with established fee schedules, at such time as it receives applications for connections.

D. The scope of services is limited to utilization of the available personnel of the City of Sylvania. The services contemplated by this section are limited to review and analysis and this provision does not impose a duty upon the City to perform original engineering design or to undertake original financial studies and the like. The City has established departments with capable personnel and is able to provide these limited services in furtherance of its participation.

E. The improved transportation links from the SYLVANIA JEDD I to surrounding areas are critical for economic development involving improved access for customers and employees, as well as vendors, service providers, suppliers, and such engaged in the stream of commerce.

F. Intended contributions of the parties assume adequacy of net tax revenues, anticipated revenues, funding from other sources, and availability of financing upon acceptable terms in order to provide necessary funding for projects and services. As of the date of commencement of the SYLVANIA JEDD I Contract, the contracting parties do not have specific revenue projections and final construction estimates to enable defined improvements and improvement schedules. Nevertheless, the contracting parties shall exercise due diligence in planning for improvements and undertaking construction in furtherance of economic development to benefit the SYLVANIA JEDD I, the contracting parties, Lucas County, and the State of Ohio.

G. The contracting parties acknowledge that priorities may shift according to actual experience. The contracting parties shall cooperate with the common objective of facilitating economic development and serving public needs. The allocation of responsibilities is intended to be fair and equitable in relation to net tax revenue distribution. If the income tax levied by the SYLVANIA JEDD I Board pursuant to this Contract is determined to be invalid or unenforceable pursuant to a final, non-appealable judgment of a court of competent jurisdiction or by act of law, the contracting parties have no further duty to make aforesaid contributions under this Economic Development Plan.

**5. Schedule for the collection of a levied income tax (RC 715.72(F)(5)(b)(c)(d))**

A. The SYLVANIA JEDD I contract grants the SYLVANIA JEDD I Board of Directors the power to adopt a resolution to levy an income tax within the entirety of the SYLVANIA JEDD I territory at the initial rate of one and one-half percent (1.50%) or at such rate as is authorized by the SYLVANIA JEDD I Contract.

B. There shall be set aside annually, from the income tax collected, a fund for the long-term maintenance and improvement of the District ("Maintenance Fund"). The amount set aside shall be an amount equal to ten percent (10%) of the Net Tax Revenue collected. The Maintenance Fund shall be administered by the Board and expenditures therefrom shall be authorized by no less than three (3) Board Members.

C. The City shall administer, collect, and enforce the income tax on behalf of the District. The City Director of Finance or his designee shall serve as the Tax Administrator of the income tax derived from the District and shall be responsible for the receipt, safekeeping, accounting, and investment of income tax revenues, pending disbursement.

D. The levy of the income tax is necessary to effectuate the purpose of this Economic Development Plan. Once levied, any disruption of the distribution of the tax would prevent the parties from fulfilling their obligations under this Plan and may cause financial hardship. Therefore, once the income tax is levied, the Board of Directors is not authorized to cease the levy of the income tax unless authorized by the Contracting parties, by amendment of this Contract.

**SYLVANIA TOWNSHIP/CITY OF SYLVANIA  
JOINT ECONOMIC DEVELOPMENT DISTRICT I  
CONTRACT**

The contracting parties hereby enter into this Contract to create the Sylvania Township Joint Economic Development District I (SYLVANIA JEDD I) pursuant to lawful authority and for good and valuable consideration as set forth hereinafter:

**A. PARTIES**

1. The contracting parties are:

SYLVANIA TOWNSHIP [also referred to as "TOWNSHIP"]  
4927 N. Holland-Sylvania Road  
Sylvania, Ohio 43560

and

CITY of SYLVANIA [also referred to as "CITY"]  
6730 Monroe Street  
Sylvania, Ohio 43560

**B. PURPOSE**

2. The contracting parties are creating the SYLVANIA JEDD I for the purpose of facilitating economic development to create jobs and employment opportunities and to improve the economic welfare of the people in Sylvania Township, and the City of Sylvania, Lucas County, the State of Ohio and in the area of the contracting parties.

3. The contracting parties share a common interest in facilitating economic development in the SYLVANIA JEDD I area which will bring economic development, jobs and revenue to the contracting parties and to the County and State.

4. The parties acknowledge the economic potential of commercial development to occur within the proposed SYLVANIA JEDD I territory and the benefits associated with regional cooperation and planning beyond the geographic boundaries of the contracting parties.

### **C. AUTHORITY**

5. This Contract is entered into pursuant to the authority of RC 715.72 through 715.81 and other applicable sections of the Ohio Revised Code.

6. Sylvania Township is contiguous to the City of Sylvania. The SYLVANIA JEDD I is located entirely within Sylvania Township. The City of Sylvania and Sylvania Township are both located within Lucas County, Ohio, hence the geographic eligibility requirements regarding the contracting parties set forth in R.C. 715.72(C)(1) are satisfied.

7. The areas to be included in the SYLVANIA JEDD I meet all of the following criteria:

- A. The areas are located entirely within Sylvania Township;
- B. No electors shall reside within the areas on the effective date of this Contract, as determined under section 715.72 E (1)(b) of the Revised Code; and
- C. The areas do not include any parcel of land owned in fee by or leased to a non-participating municipal corporation or township.

Hence, the criteria for the inclusion of areas set forth in R.C. 715.72 are satisfied.

### **D. JEDD TERRITORY**

8. The area or areas to be included within the SYLVANIA JEDD I will consist of various parcels and are collectively referred to as the SYLVANIA JEDD I territory. A map of the area or areas to be included in the district is incorporated into the Appendix of Exhibits at Tab A. A description of the area or areas to be included in the district is incorporated into the Appendix of Exhibits at Tabs B, C and D.

9. Prior to adoption, the contracting parties may consent to the deletion of any portion of the territory to assure compliance with the majority petition requirements

applicable to owners of property and owners of businesses to be located in the SYLVANIA JEDD I territory.

10. The SYLVANIA JEDD I territory is zoned for mixed commercial and residential uses pursuant to the Sylvania Township Zoning Resolution. The parties acknowledge that the land uses and zoning classifications within the SYLVANIA JEDD I territory are the best and proper available uses to encourage economic development. The areas are currently developing consistent with the prescribed zoning classifications. This Contract shall not operate as a limitation upon the zoning authorities of Sylvania Township (Board of Trustees, Zoning Commission, Board of Zoning Appeals and Zoning Administrator) to change zoning district classifications within the SYLVANIA JEDD I territory, or any parcels contained therein; to amend the Sylvania Township Zoning Resolution; to grant conditional uses, variances, specially permitted uses, or other changes, pursuant to the Sylvania Township Zoning Resolution as currently in effect or as amended from time to time.

#### **E. PROCEDURE**

11. The contracting parties approve and ratify Sylvania Township's Economic Development Plan for the SYLVANIA JEDD I territory, which is incorporated into the Appendix of Exhibits at Tab E.

12. Each contracting party acknowledges entering into this Contract freely and without duress or coercion for the stated public purpose of promoting economic development.

13. The Sylvania Township Trustees and the City of Sylvania Council will have each conducted public hearings after required notice, certifications of which are incorporated into the Appendix of Exhibits at Tab F and G.

14. A majority of the owners of real property located within the SYLVANIA JEDD I territory and a majority of the owners of businesses, if any, located in the SYLVANIA JEDD I territory have submitted petitions supporting creation of the SYLVANIA JEDD I, copies of which are incorporated into the Appendix of Exhibits at Tab H.

15. The contracting parties shall give notice by certified mail, not later than ten (10) days after the aforesaid documents are filed, to the following:

A. Those owners of real property located in the areas comprising the SYLVANIA JEDD I territory who did not sign the petition, if any; and

B. Those owners of businesses, in any, located in the areas comprising the SYLVANIA JEDD I territory who did not sign the petition.

16. The Sylvania Township Resolution approving the creation of the SYLVANIA JEDD I and authorizing the proposed Contract, attached hereto at Tab I, is not required to be submitted to the electors of the township for approval pursuant to R.C. 715.72 (M) (1), for the following reasons:

A. The Resolution was approved by a unanimous vote of the members of the Board of Township Trustees, as evidenced in the certified copy of the meeting minutes incorporated into the Appendix of Exhibits at Tab K;

B. The creation of the SYLVANIA JEDD I is proposed by request of a majority of the owners of real property, and businesses, if any, to be included within the proposed SYLVANIA JEDD I territory (Tab H); and

C. The territory to be included in the proposed SYLVANIA JEDD I is zoned in a manner appropriate to the function of the proposed district (Tab A).

17. The creation of the SYLVANIA JEDD I, shall become effective not earlier than the thirty-first (31st) day after contract approval pursuant to R.C. 715.72(M)(3).

**F. TERM**

18. The initial term of this Contract shall commence upon the effective date, for a term that shall terminate on December 31, 2024. This Contract shall automatically renew for four (4) additional terms of five (5) years each, unless one the parties provides written notice to the other party at least 180 days before the end of that term that such party has elected not to renew this JEDD Contract.

19. The parties acknowledge that the development opportunities to be derived from the Contract are projected to occur well into the future. Road improvements and other infrastructure expansions, long range planning, expanded services, and other catalysts for economic development associated with the SYLVANIA JEDD I may require many years for implementation and completion. In consequence, resulting economic development may not be realized until decades after the originating improvements. The initial term and additional terms provided for herein are a function of the long-range nature of the intended economic development.

**G. BOARD OF DIRECTORS**

20. Pursuant to R.C. 715.72 (P)(1), if there are businesses located and persons working within the area or areas to be included in the district, the SYLVANIA JEDD I Board of Directors shall be composed of the following members:

- A. (Municipal Member) One member representing the CITY and serving an initial term of one (1) year
- B. (Township Member) One member representing the TOWNSHIP and serving an initial term of two (2) years

- C. (Business Member) One member representing the owners of businesses located within the district and serving an initial term of three (3) years
- D. (Worker Member) One member representing the persons working in the district and serving an initial term of four (4) years
- E. (Chairperson) One member selected by the other four members and serving an initial term of four (4) years

Pursuant to R.C. 715.72(P)(2), if there are no businesses located and persons working within the area or areas to be included in the district, the SYLVANIA JEDD I Board of Directors shall be composed of the following members:

- A. (Municipal Member) One member representing the CITY and serving an initial term of one (1) year
- B. (Township Member) One member representing the TOWNSHIP and serving an initial term of two (2) years
- E. (Chairperson) One member selected by the other members and serving an initial term of three (3) years

21. The initial terms indicated are as prescribed by R.C. 715.72 (P)(1). Thereafter, terms for each member shall be four (4) years, with each term ending on the same day of the same month of the year as did the term that it succeeds. A member may be reappointed, but no member shall serve more than two (2) consecutive terms on the board.

Each member shall attend all meetings unless excused by action of the other members. A member who is absent without being excused from three consecutive meetings shall be deemed to have resigned as a member of the Board and shall be removed by the Board. In the event of the death, disqualification, removal or resignation of any member of the Board, a new member shall be appointed in the same manner as set forth above to serve as successor for the unexpired term of such member.

A member of the Board may be removed by the appointing party for "cause", which shall mean: willfully failing to perform a duty expressly imposed by this Contract or by law with respect to his or her office; or willfully performing any act forbidden by law with respect to his or her office; or failing

to achieve the faithful, efficient and intelligent administration of his or her duties of office as required by this Contract or by law; or engaging in conduct unbecoming to such office. Removal shall be effective upon adoption by the Board of a Resolution of removal stating the reasons, therefore. Notice of removal shall be tendered to the removed member by regular U.S. Mail to the member's last known address on file with the Secretary to the Board. The Secretary shall certify such mailing by written attestation, affixed to the said Notice and thereafter maintained in the files and records of the Board.

22. The Municipal Member may be a municipal elected official or employee, excepting however, anyone serving in CITY's Finance Department or supervised by or reporting to the Finance Director. CITY Council shall appoint the municipal member.

23. The Township Member may be a Township elected official or employee. The TOWNSHIP Trustees shall appoint the Township Member.

24. The Business Member, Worker Member, and Chairperson shall be a resident of one of the contracting parties. The Township Trustees shall appoint the Business Member and the Worker Member.

25. The contracting parties may adopt rules pertaining to Board Member service, removal for cause, and vacancy. The authority of the Board of Directors is limited according to the statutory authority of R.C. 715.72 to 715.81 and the powers conferred by this Contract within the SYLVANIA JEDD I territory.

26. In accordance with R.C. 715.72 (P)(5), the Board of Directors is a public body for the purposes of R.C. 121.22 (Sunshine Law) and furthermore is subject to R.C. Chapter 2744 (Political Subdivision Tort Liability and Immunity).

27. The members of the Board of Directors shall serve without compensation. Necessary and authorized expenses incurred in relation to Board service shall be reimbursed from SYLVANIA JEDD I funds allocated to the Board according to procedures established

by the contracting parties and the Board. Only actual documented costs are eligible for reimbursement.

28. Three Members of the Board shall constitute a quorum and any action of the Board requires the affirmative vote of no less than three members. The Board shall act through the passage of Resolutions. A Resolution of the Board shall be effective immediately unless otherwise provided by the Resolution or as required by law.

29. The Chairperson shall preside over meetings of the Board. In the absence of the Chairperson, the Township member shall preside. In the absence of the Chairperson and the Township member, no meeting of the Board may be conducted. Either the Chairperson or a majority of the Board may call special meetings upon at least twenty-four (24) hours advance notice to all Members. Said Notice shall be issued by the Secretary to the Board and served upon the members in accordance with rules established by the Board.

30. The Board of Directors may adopt policies, procedures and advance directives which may be administered by the Chairperson acting in conjunction with the Secretary.

31. The Board shall meet at least annually to review activities and issues affecting the SYLVANIA JEDD I including, but not limited to: progress on intended improvements; development activities; services to the SYLVANIA JEDD I; reports pertaining to the SYLVANIA JEDD I; planning affecting the SYLVANIA JEDD I; adequacy of services to the SYLVANIA JEDD I; public relations; and any other relevant and appropriate matter. The Board or its designee shall serve as a liaison with the private sector for the purpose of facilitating economic development within the SYLVANIA JEDD I. The Board shall serve in an advisory capacity to the contracting parties and may make recommendations to the contracting parties in furtherance of economic development within the SYLVANIA JEDD I

territory. The Board shall perform such other duties as may be directed by mutual agreement of the contracting parties from time to time.

#### **H. SECRETARY**

32. The Township Trustees shall appoint a Secretary to serve the district and the Board of Directors. The Secretary shall not serve as a Member and shall not have voting privileges. The Secretary shall keep minutes of Board meetings and Resolutions, and shall keep records of all Board activities, functions, and operations, which shall be available for public inspection during routine Township business hours. The position of Secretary may be compensated in such amount as the Board shall recommend, with the approval of the legislative authorities of both contracting parties.

33. Upon affirmative Resolution of the Board or request of the fiscal officer of a contracting party, the Secretary may review records relating to taxation within the SYLVANIA JEDD I territory; provided however, the Secretary is subject to and shall strictly comply with the confidentiality provisions of RC 718.13 and Chapter \_\_\_\_\_ of the Codified Ordinances of the City of Sylvania, Ohio. Upon affirmative Resolution of the Board, the Secretary may request an independent review or audit of CITY's tax collection services and collection procedures relating to taxation within the SYLVANIA JEDD I territory. The cost of the independent review or audit shall be treated as a collection related expense payable from SYLVANIA JEDD I gross income revenues. The Secretary is authorized to issue and receive correspondence pertaining to Board activities and shall assist the Board with the scheduling of meetings, organization and distribution of information, document preparation, and such other activities that pertain to Board functions and operations. The Secretary may utilize Township facilities and Township staff in furtherance

of Board activities. In addition to the foregoing powers, duties and responsibilities, as fiscal officer of the district, the Secretary shall have independent authority and discretion to perform or compel all such acts as are reasonably required to meet the obligations of the office of Secretary; including without limitation, the right to review any document or record pertaining to the district, upon request. The Secretary shall issue to the Board Members and the parties, quarterly, a list containing the names of the business located within the SYLVANIA JEDD I territory, which shall not be deemed confidential information under Chapter 185 of the Codified Ordinances of the City of Sylvania, Ohio.

#### **I. BOARD POWERS AND DUTIES**

34. The Board may enter into agreements and may establish funds and accounts in furtherance of Board activities. The Board shall establish an appropriations procedure to provide for the payment of operating expenses associated with Board activities and operation of the SYLVANIA JEDD I. The Board shall designate those members who may execute documents on behalf of the Board in furtherance of a Resolution; provided however, any agreements with third parties shall require the signature of the Board Chairperson, the Municipal Member and the Township Member. Signatures affixed in any location and transmitted by facsimile or electronic scan shall be accepted as original signatures.

35. The Board may apply for and receive and accept grants from governmental units or the private sector for SYLVANIA JEDD I related activities such as construction, maintenance, operation of any facility, research, and development for SYLVANIA JEDD I programs. The Board may also accept contributions in money or in kind for SYLVANIA JEDD I related activities.

36. The Board may purchase insurance for property, casualty loss, or liability, and may participate in risk management pools or defense organizations regarding SYLVANIA JEDD I activities.

37. The Board does not have authority to borrow money, to issue notes or bonds, or to assign, pledge, hypothecate, or encumber tax revenue without consent of the legislative authorities of the contracting parties. The issuance of public securities by the Board must comply with the Ohio Uniform Public Securities Law, RC Chapter 133.

38. The Board is further authorized to do all acts and things necessary or convenient to carry out the powers granted in the Contract. If the Board's authority is unclear or if the Board desires expanded authority, the Board may request clarification of its authority or additional authority from the contracting parties, who must be in agreement with any clarification or expansion of authority.

#### **J. LEGAL COUNSEL**

39. As necessary to avoid conflicts, the Board may contract for the services of independent legal counsel. Legal counsel for an owner of real property or a business located within the SYLVANIA JEDD I territory are excluded from serving as legal counsel to the district or the Board. The position of Legal Counsel may be compensated in such amount as the Board shall recommend, subject to the approval of the legislative authorities of both contracting parties. The Law Directors of the TOWNSHIP and the CITY may advise and counsel the Board to the extent that both agree there is no conflict of interest.

#### **K. INCOME TAX**

40. This contract grants the District Board of Directors power to adopt a Resolution to levy an income tax within the entirety of District territory at a rate of one and

one-half percent (1.5%), which is the highest rate being levied by the CITY, on the income described as follows:

- A. Income earned by persons working within the District ("Earnings Tax Portion"); and
- B. Net profits of businesses located within the District ("Net Profits Portion").
- C. The sum of the Earnings Tax Portion, plus the Net Profits Portion is referred to as "Gross Tax Revenue."

The income tax of the district shall follow the provisions of Chapter 718 of the Revised Code, except that no vote shall be required. (See Section 715.72 F)(5)(b)).

41. There shall be set aside annually, from the income tax collected, a fund for the long-term maintenance and improvement of the District ("Maintenance Fund"). The amount set aside shall be an amount equal to ten percent (10%) of the Gross Tax Revenue collected. The Maintenance Fund shall be administered by the Board and expenditures therefrom shall be authorized by no less than three (3) Board Members.

- A. The Board shall accumulate funds in the Maintenance Fund until such time as the Maintenance Fund attains a balance of \$2,000,000.00 ("Maintenance Fund Cap").
- B. Any time the Maintenance Fund reaches the Maintenance Fund Cap, the Board shall cease to accumulate additional funds in the Maintenance Fund.
- C. At any time the Maintenance Fund contains a balance below the Maintenance Fund Cap, the Board shall resume the accumulation of funds in the Maintenance Fund.

D. The Board is authorized to reduce or increase the Maintenance Fund Cap by Resolution, subject to the consent of the legislative authorities of both the contracting parties.

42. The Resolution levying the income tax shall be consistent with the provisions of Title Nine Chapter 171 of the Codified Ordinances of the City of Sylvania, Ohio, as amended from time to time; subject however to exceptions, limitations, or other provisions in this Contract or according to law. The Board may designate those provisions of Chapter 171 of the Codified Ordinances of the City of Sylvania, Ohio, as amended from time to time, which are not applicable to taxation within the District; provided, however, that the Board may not exceed the taxing authority permitted by Chapter 171 of the Codified Ordinances of the City of Sylvania, Ohio, without consent of both contracting parties.

43. The income tax is effective, and collection shall commence on the day fixed by the Board's adopting Resolution, not to exceed ninety (90) days after the date of said Resolution.

44. Any contracting party may request an independent audit of any aspect of revenue collection and distribution; provided, however, that the party requesting the audit shall bear the expense of audit.

45. The CITY shall administer, collect, and enforce the income tax on behalf of the District. The CITY Director of Finance or the Director's designee shall serve as the Tax Administrator of the income tax derived from the District and shall be responsible for the receipt, safekeeping, accounting, and investment of income tax revenues, pending disbursement.

46. All Gross Tax Revenue shall be deposited to a separate District account, which shall not be co-mingled with revenue from other sources. Earnings on the District account and investments related thereto shall be added to the account.

47. The Tax Administrator has authority to grant refunds and to compromise claims for tax, penalties, and interest. The Tax Administrator has authority to commence legal proceedings pertaining to delinquent tax collection and enforcement, and declaratory judgment regarding disputed interpretation and applicability of the CITY's Income Tax Ordinance within the District. The Tax Administrator is authorized to investigate, and audit taxpayer returns and to issue subpoenas in furtherance of duties. The Tax Administrator is designated to be an interested party and is authorized to commence and defend legal proceedings in the name of the District in any way pertaining to the taxation of income within the District. The Tax Administrator shall report not less than monthly to the Board and contracting parties regarding receipt, distribution, investment and retainage of income tax revenue. The Tax Administrator shall furthermore report not less than monthly regarding District operating income and expenses for the preceding quarter and shall provide short term and long range projections concerning anticipated income and expenses associated with District operations. The Tax Administrator shall provide monthly reports to the Secretary regarding all revenue with taxpayer sources. Such monthly reports shall be subject to confidentiality covenants as set forth previously herein. The Tax Administrator shall retain one (1%) per cent of the average annual Gross Tax Revenue, which may be utilized to pay refunds, and in general to balance accounts. In the event of a deficiency, the Tax Administrator may invoice the contracting parties according to their pro rata distribution to satisfy the deficiency. Invoices for deficiency are due and payable within thirty (30) days from the date on the notice.

48. The levy of the income tax is necessary to effectuate the purpose of this Contract. Once levied, any disruption in the distribution of the tax would prevent the parties from fulfilling their obligations under this Contract and may cause financial hardship. Therefore, once the income tax is levied, the Board of Directors is not authorized to cease the levy of the income tax unless authorized by the Contract parties, by amendment of this Contract.

49. For purposes of this Contract, the term "Net Tax Revenue" is defined as Gross Tax Revenue, reduced by: (i) the ten percent (10%) amount allocated for the Maintenance Fund, (ii) the two percent (2.0%) amount retained by the Tax Administrator as provided herein, (iii) and the ordinary, reasonable and necessary operating expenses of the District.

50. The District territory shall have primacy over residential status relating to collection of the income tax derived from individual earnings within the District, notwithstanding provisions of the City of Sylvania Income Tax Ordinance which may be adopted to the contrary.

51. Net Tax Revenue from the District shall be distributed quarterly, as follows:

- A. To the CITY: One-half (1/2)
- B. To Sylvania Township One-half (1/2)

52. To the extent permitted by law, obligations of the District to a Contracting Party shall take precedence over other obligations, debts or liabilities of the District. The Net Tax Revenue distributions may be used by the District, the TOWNSHIP and the CITY to encourage and promote economic development in the District and/or in the TOWNSHIP and/or in the CITY. Purposes for which the tax revenue may be used, include, but not limited to: maintaining and improving the infrastructure facilities of the District and the Contracting Parties or the payment of debt charges related thereto, providing safety and health services within the District and within the Contracting Parties,

providing urban and economic development planning, engineering, counseling, consulting, marketing and financing services for the District or for the Contracting Parties, and generally improving the environment for those working and residing in the District or in the Contracting Parties, and for any other purposes as may be permitted by law.

#### **L. ECONOMIC DEVELOPMENT**

53. In furtherance of the economic development of the SYLVANIA JEDD I, the Board and the contracting parties shall undertake, with diligence, the improvements and services described in the Economic Development Plan attached hereto at Tab E.

54. Intended contributions of the parties assume adequacy of net tax revenues, anticipated revenues, funding from other sources, and availability of financing upon acceptable terms in order to provide necessary funding for projects and services. As of the date of commencement of the Contract, the contracting parties do not have specific revenue projections and final construction estimates to enable defined improvements and improvement schedules. Nevertheless, the contracting parties shall exercise due diligence in planning for improvements and undertaking construction in furtherance of economic development to benefit the SYLVANIA JEDD I, the contracting parties, Lucas County, and the State of Ohio.

55. The contracting parties acknowledge that priorities may shift according to actual experience. The contracting parties shall cooperate with the common objective of facilitating economic development and serving public needs. The allocation of responsibilities is intended to be fair and equitable in relation to Net Tax Revenue distribution. If the income tax levied by the SYLVANIA JEDD I Board pursuant to this Contract is determined to be invalid or unenforceable pursuant to a final, non-appealable

judgment of a court of competent jurisdiction or by act of law, the contracting parties have no further duty to make aforesaid contributions under this Contract.

**M. ADMINISTRATION AND FINANCIAL SERVICES**

568. Upon request of the SYLVANIA JEDD I Board, the CITY shall provide financial services to the Secretary for analysis of economic activity affecting the SYLVANIA JEDD I; including, upon request, a complete list of the taxpaying entities located within the SYLVANIA JEDD I territory. The scope of services is limited to utilization of CITY's available personnel. The services contemplated by this section are limited to collections, distribution and a review and analysis of economic activity pertaining to the SYLVANIA JEDD I. The CITY has established departments with capable personnel and is able to provide these limited services in furtherance of its participation.

57. This Agreement shall not be construed as a limitation upon the contracting parties to use tax increment financing, improvement districts, special assessments, or other public financing mechanisms which are available, or which may become available to fund capital improvements, maintenance, or other costs associated with contributions. Furthermore, this Contract shall not be construed to restrict any of the contracting parties from requiring any property owner, operator, or developer to construct internal improvements such as roads, utilities, or surface water detention, or to participate in the cost in whole or in part of public improvements necessitated by development activity or expanded usage as a condition of approving the proposed activity. In furtherance of the Economic Development Plan, the contracting parties may exercise lawful authority for public acquisition when necessary or appropriate to carry out projects and improvements inside and outside of the SYLVANIA JEDD I territory.

58. Public facilities, including interests in real property, which are acquired, developed, or constructed by a contracting party in furtherance of this Contract, shall be owned, operated, and maintained by that contracting party, unless otherwise agreed. Termination or expiration of the Contract shall not affect ownership of public facilities including interests in real property located within the SYLVANIA JEDD I territory regardless of method of acquisition or contract purpose pertaining thereto.

**N. ANNEXATION AND PROPERTY TAX**

59. The CITY shall not annex any property located in the JEDD I territory, so long as this Contract is in effect. The contracting parties shall cooperate in resisting any annexation, mergers or consolidation process involving Township territory to any third party governmental unit or political subdivision; provided however, The CITY shall not be required to become a party plaintiff to litigation or to participate in litigation expense with regard to any annexation, merger, or consolidation process involving Sylvania Township and any such third party. The contracting parties may waive the prohibition of annexation by mutual agreement, by action of their legislative authorities, and no formal amendment of this Contract shall be required to give effect to such waiver.

60. The creation of the SYLVANIA JEDD I shall not be construed to affect real property taxation within the SYLVANIA JEDD I territory and shall not affect the Township's distributive share of real property tax revenue.

**O. GENERAL PROVISIONS**

61. TOWNSHIP shall file this Contract with the Director of Development after it becomes effective 715.72 (O).

62. TOWNSHIP shall record this Contract, together with certified copies of the Resolutions and Ordinances of the contracting parties approving the contract after it becomes effective.

63. This Contract and the attached exhibits and materials incorporated by express reference, represent the entire agreement of the parties and supersedes prior drafts and negotiations. The contracting parties and their respective successors, assigns and transferees, agree to execute any further contracts, agreements, documents or instruments as may be reasonably necessary to effectuate the purpose and intent of this Contract. To the extent permitted by this Contract, and in compliance with all laws and Resolutions and Ordinances controlling this Contract, the contracting parties and their respective successors, assigns and transferees, specify that any amendment must be in writing, authorized by the legislative authorities of both parties and signed by the parties. This Contract shall be binding upon and inure to the benefit of the contracting parties and their respective successors, assigns and transferees.

64. The contracting parties may amend the Contract to add areas to the SYLVANIA JEDD I in compliance with R.C. 715.72(L).

65. The contracting parties reserve the right to amend any provision of this Contract; provided however, that no amendment shall increase the rate of income taxation above the highest rate being levied by a municipal corporation that is a contracting party.

66. Non-performance of a contractual duty, unless excused by consent or by operation of law shall constitute a default. A contracting party who questions another party's ability to perform may request adequate assurances in lieu of declaring a default. Any party who contends the existence of a default shall provide notice declaring default to the other contracting parties. A defaulting party shall have sixty (60) days in which to cure the default

or to indicate action intended to cure the default by substantial performance as soon as practicable. In the event that a default is not cured, the party who contends the existence of a default may initiate legal proceedings. In the alternative to judicial legal proceedings, the contracting parties may consent to alternative dispute resolution. The parties acknowledge that specific performance and other equitable remedies may be appropriate to assure Contract performance.

67. Performance of a contractual duty may be excused to the extent that an event or occurrence beyond the control of a contracting party makes performance impossible or impracticable so long as the non-performing contracting party did not control the circumstance, or anticipate and accept the risk.

68. This Contract may be terminated by mutual consent of both contracting parties; provided however, the following conditions precedent are applicable before termination is effective:

- A. The termination shall not become effective sooner than ninety (90) days after the last of the contracting parties' action in furtherance of termination becomes effective; and
- B. The termination agreement shall provide for distribution and refund (if applicable) of the income tax revenue derived from the SYLVANIA JEDD I.

In the event that any improvement projects associated with the SYLVANIA JEDD I are incomplete as of the effective date of termination, the contracting parties shall provide for payment of their respective contract obligations associated with such projects, which may become due after termination. Unilateral withdrawal from the Contract by any contracting party is prohibited.

69. Notices and required communications among the contracting parties shall be in writing and shall be sent via regular U.S. mail or by courier with delivery receipt as follows:

If to Sylvania Township:

Sylvania Township  
4927 N. Holland-Sylvania Road  
Sylvania, Ohio 43560  
ATTN: Township Administrator

[With a copy to the Township Law Director]

If to the CITY:

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

[With a copy to the CITY Law Director]

A contracting party may designate a substitute or additional contacts. Notices and required communications delivered by any other manner shall not be deemed received without written confirmation of receipt by the recipient, which shall be issued promptly upon receipt or request. The parties may dispense with written notice as a condition to any action by written consent or agreement.

70. The unenforceability of any term or covenant of this Contract shall not affect the enforceability of the remaining terms and covenants.

71. Paragraph captions or headings are provided for convenience and are not intended to affect interpretation or application of the Contract covenants.

72. This Contract is not intended to benefit any third party and only a contracting party hereto shall have any standing to enforce the terms hereof.

73. Nothing contained herein shall be construed as a modification of the terms of any other agreement to which these contracting parties are also a party.

74. The contracting parties may waive the application or enforcement of any term or requirement of this Contract by mutual agreement, by action of their legislative authorities, and no formal amendment of this Contract shall be required to give effect to such waiver.

75. In the event any litigation is instituted by any third party, challenging the validity of this SYLVANIA JEDD I Contract, the validity of an income tax Resolution adopted hereunder or any other action of the SYLVANIA JEDD I Board of Directors, SYLVANIA TOWNSHIP shall be responsible to provide a defense and bear all costs of such litigation, indemnifying and saving CITY harmless from such costs. If CITY chooses to engage or appoint separate counsel to represent its interests in such litigation, TOWNSHIP shall not be liable to CITY for any fees incurred. TOWNSHIP is further authorized to determine any defenses and strategies to be employed in defense of such litigation, including authorization to enter into stipulations, covenants and settlement agreements, provided that any such shall not impose any liability or prejudice on CITY. In the event an income tax Resolution adopted hereunder is determined to be invalid, any liability of CITY shall be limited to the amount distributed to CITY and TOWNSHIP shall indemnify and hold CITY harmless from liability in excess of such amount. Any litigation resulting in payment of refunds of income tax in an amount less than the total amount collected and distributed among the parties hereunder shall be prorated among the parties in the same shares as distributions are apportioned.

76. In the event the parties have a dispute as to any of the terms or applicability of this Contract, the parties agree to use their best efforts to resolve the dispute through a

mutually acceptable mediation process prior to any party filing a lawsuit in connection with such dispute. Each party participating in mediation shall pay its own costs of mediation, including its proportionate share of the compensation and administrative expenses required by the mediator and by the mediation services provider selected by the parties. If a mediator has not been selected by the parties within sixty (60) days after one of the parties has requested mediation, then any of the parties may commence a legal action.

**IN WITNESS WHEREOF**, the parties have subscribed to this Joint Economic Development District I Contract by their duly authorized officers, who have set their hands below:

[SIGNATURES ON FOLLOWING PAGE]

**THE CITY OF SYLVANIA**

\_\_\_\_\_  
Approved as to Form  
City Law Director

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

By \_\_\_\_\_  
Toby Schroyer      Finance Director  
Date: \_\_\_\_\_

**THE BOARD OF TRUSTEES  
OF SYLVANIA TOWNSHIP**

\_\_\_\_\_  
Approved as to Form  
Township Law Director

By \_\_\_\_\_  
John Jennewine      Trustee  
Date: \_\_\_\_\_

By \_\_\_\_\_  
John Crandall      Trustee  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Neal Mahoney      Trustee  
Date: \_\_\_\_\_

1091.

**ORDINANCE NO. 7-2020**

**REVISING THE ADMINISTRATIVE, DEPARTMENTAL AND DIVISIONAL ORGANIZATION OF THE CITY AND THE CODIFIED ORDINANCES THEREOF BY AMENDING SYLVANIA CODIFIED ORDINANCE SECTION 139.07 – LEAVES OF ABSENCE, TO CREATE A PRECINCT ELECTION OFFICIAL LEAVE PROGRAM; AND DECLARING AN EMERGENCY.**

WHEREAS, Ohio Revised Code Section 3501.28(F)(1)(b) authorizes leave with pay to public employees of the State of Ohio and its subdivisions who serve as judges of elections on Election Day; and,

WHEREAS, this leave does not reduce the accrued sick, vacation, personal or compensatory leave accrual of the participating employees; and,

WHEREAS, in order to establish this program in the City, Sylvania Codified Ordinance Section 139.07 – Leaves of Absence, should be amended to read as set forth on the attached “Exhibit A”; and,

WHEREAS, at the February 3, 2020 meeting of Sylvania City Council, this ordinance was referred to the Employee and Community Relations Committee for its review and recommendation; and,

WHEREAS, the Employee and Community Relations Committee met on March 3, 2020 to review the proposed legislation and thereafter recommended its approval.

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

SECTION 1. That Section 139.07 of the Codified Ordinances of Sylvania, 1979, as amended, be and it is, hereby further amended to read as set forth on the attached “Exhibit A.”

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

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

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

139.07 LEAVES OF ABSENCE.

\* \* \*

(g) Precinct Election Official Leave. All non-bargaining unit employees in the City service, except temporary, part-time and seasonal employees, shall be allowed a pre-approved leave with pay to work as election judges on Election Day, however, the employee's supervisor reserves the right to reject the request based on operational need. The employee's accrued, sick, vacation, personal, compensatory leave accruals are not reduced by participation in this voluntary program.

(Ord. \_\_\_\_\_-2020. Passed \_\_\_\_\_-2020.)

1099.

**RESOLUTION NO. 8 - 2020**

**APPOINTING MARCUS HANSEN TO THE BOARD OF TRUSTEES OF SYLVANIA AREA JOINT RECREATION DISTRICT ("SAJRD") FOR A TERM EXPIRING DECEMBER 31, 2021; AND DECLARING AN EMERGENCY.**

WHEREAS, Resolution No. 18-2018, passed December 17, 2018 appointed Michael Jones to the Board of Trustees of Sylvania Area Joint Recreation District ("SAJRD") for a term expiring December 31, 2021; and,

WHEREAS, Mr. Jones has recently moved out of the City of Sylvania and is therefore no longer able to serve as one of the City's representative to the SAJRD Board; and,

WHEREAS, the Employee and Community Relations Committee met on March 3, 2020 and thereafter recommended Marcus Hansen be appointed to the SAJRD Board of Trustees to replace Mr. Jones; and,

WHEREAS, Mr. Hansen's term will commence March 17, 2020 and expire December 31, 2021.

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

SECTION 1. That Marcus Hansen is hereby appointed to the Board of Trustees of Sylvania Area Joint Recreation District for a term expiring December 31, 2021.

SECTION 2. That the Clerk of Council be, and she hereby is, directed to certify a copy of this Resolution to Sylvania Area Joint Recreation District.

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 reason that an open position on the Board of Trustees of the Sylvania Area Joint Recreation District required to be filled now so that said Board will be fully constituted at the earliest possible time. 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:

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

APPROVED:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

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

1093

**RESOLUTION NO. 9 - 2020**

**APPOINTING STEPHAN RISHER TO THE ZONING BOARD OF APPEALS FOR A TERM EXPIRING DECEMBER 31, 2020; AND DECLARING AN EMERGENCY.**

WHEREAS, Sylvania Codified Ordinance Section 1105.01 mandates that Council should appoint, by resolution, vacancies on the Zoning Board of Appeals; and,

WHEREAS, Resolution No. 16-2017, passed December 18, 2017, appointed Carol Lindhuber to the Zoning Board of Appeals for a term expiring December 31, 2020; and,

WHEREAS, Mrs. Lindhuber was recently appointed to the Municipal Planning Commission and, therefore, had to resign from the Zoning Board of Appeals; and,

WHEREAS, resumes were solicited for the vacancy on the Board of Zoning Appeals and the Employee and Community Relations Committee met on March 3, 2020 to review the resumes received and thereafter recommended that Stephan Risher be appointed to fill the unexpired term of Carol Lindhuber.

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

**SECTION 1.** That Stephan Risher is hereby appointed to the Zoning Board of Appeals for a term commencing March 17, 2020 and expiring on December 31, 2020 to fill the unexpired term of Carol Lindhuber.

**SECTION 2.** That the Clerk of Council be, and she hereby is, directed to certify a copy of this Resolution to the Secretary of the Zoning Board of Appeals.

**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 reason that the appointment to the Zoning Board of Appeals should be made immediately to provide for all of the seats of the Board to be filled. 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.

Passed, \_\_\_\_\_, 2020, as an emergency measure.

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

ATTEST:

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

APPROVED:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

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

1094.

**RESOLUTION NO. 10 - 2020**

**APPOINTING DANNY ROYER TO THE ZONING BOARD OF APPEALS FOR A TERM EXPIRING DECEMBER 31, 2020; AND DECLARING AN EMERGENCY.**

WHEREAS, Sylvania Codified Ordinance Section 1105.01 mandates that Council should appoint, by resolution, vacancies on the Zoning Board of Appeals; and,

WHEREAS, Resolution No. 15-2017, passed December 18, 2017, appointed Marcus Hansen to the Zoning Board of Appeals for a term expiring December 31, 2020; and,

WHEREAS, Mr. Hansen was recently appointed to the Sylvania Area Joint Recreation District Board of Trustees and, therefore, had to resign from the Zoning Board of Appeals; and,

WHEREAS, resumes were solicited for the vacancy on the Board of Zoning Appeals and the Employee and Community Relations Committee met on March 3, 2020 to review the resumes received and thereafter recommended that Danny Royer be appointed to fill the unexpired term of Marcus Hansen.

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

SECTION 1. That Danny Royer is hereby appointed to the Zoning Board of Appeals for a term commencing March 17, 2020 and expiring on December 31, 2020 to fill the unexpired term of Marcus Hansen.

SECTION 2. That the Clerk of Council be, and she hereby is, directed to certify a copy of this Resolution to the Secretary of the Zoning Board of Appeals.

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 reason that the appointment to the Zoning Board of Appeals should be made immediately to provide for all of the seats of the Board to be filled. 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.

Passed, \_\_\_\_\_, 2020, as an emergency measure.

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

ATTEST:

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

APPROVED:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

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

A

City of Sylvania  
Bank Reconciliation  
February 2020

Ending balance for January 2019 27,195,956.35  
 Add: Monthly Receipts 1,971,930.37  
 Subtotal \$ 29,167,886.72  
 Less: Monthly Disbursements 1,708,886.54  
 Ending balance for February 2019 \$ 27,459,000.18

Less:  
 CD Metamora Bank \$ (2,144,420.23)  
 Star Ohio (81,953.47)  
 Petty Cash (1) (2,050.00)  
 Cemetery Savings (1,062.86)  
 Toledo Community Fund (31,803.18)  
 Key Bank Securities (8,171.82)  
 5/3rd Securities (7,978,599.15)  
 SJS Account (5,759,597.37)  
 Morgan Stanley Investment (200,000.00)  
 USB Financial (4,040,798.72)  
 First Federal Bank (CD) (2,065,555.94)  
 Key Bank (CD) (1,031,625.00)  
 Sylvania Township Bonds (230,000.00)  
 \$ 3,883,362.44

Bank Error ACH Deposit (14,930.64)

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

Petty Cash Balance \$ 2,050.00

BANK BALANCE  
 EOM 5/3rd Bank Balance \$ 3,768,297.21  
 Deposit in Transit:  
 Income Tax 118,966.38  
 General Deposit  
 Bank Error 1/29/20  
 Subtotal \$ 3,887,263.59  
 Less: Outstanding Checks (2) 18,831.79  
 Adjusted Bank Balance \$ 3,868,431.80  
 (2)  
 January Outstanding Checks \$ 25,709.84  
 Checks written this month 852,901.71  
 Voided Check #75438 dtd 1/23/20 (2,463.88)  
 Subtotal \$ 876,147.67  
 Checks Cleared this month (857,315.88)  
 February Outstanding Checks \$ 18,831.79

Toby Schroyer  
Director of Finance, City of Sylvania

Board of Architectural Review

Minutes of the regular meeting of March 11, 2020. Mr. Lindsley called the meeting to order.

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

Ms. Lindhuber moved, Ms. Fischer seconded, to approve the Minutes of the February 12, 2020, meeting as submitted. Vote being: Stough, Lindhuber, Fischer and Lindsley (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

Item 3 – Building Review – app. no. 5-2020 requested by Scott Stampfleier for Erin Ann’s, 5661 Main Street, Sylvania, Ohio 43560. Application is for an exterior façade review. Mr. Stampfleier present and explained that the brick will be removed on the lower portion of the building to restore the building to the original architectural design, which will then be painted a dark grey color. Ms. Lindhuber moved, Ms. Fischer seconded, to approve the building design shown in the drawing submitted with the application. Vote being: Lindhuber, Fischer, Stough and Lindsley (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

Item 4 – Building Review – app. no. 6-2020 requested by Christopher McCoy of AIA-McCoy Architects, LLC for Toledo Islamic Academy, 5225 West Alexis Road, Sylvania, Ohio 43560. Application is for an exterior façade review. Mr. McCoy and Devin VanDromme, of Glass City Engineering, were present. Mr. McCoy explained that the addition is to accommodate more classroom. He said that the materials and color will be matched to the existing buildings. Mr. Burns added that a decorative portion of the building will exceed the 35’ height restriction, but that it is allowed as it is decorative. Mr. Burns also said that there are some items such as parking and access issues that still need to be addressed and that the applicant understands that they will need to work with the City’s Service Department on those issues. Mr. McCoy and MrVanDromme agreed. Ms. Fischer moved, Ms. Lindhuber seconded, to approve the building design shown in the drawing submitted with the application. Vote being: Lindhuber, Fischer, Stough and Lindsley (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

Item 5 – Regulated Sign – app. no. 7-2020 requested by Richard Crawford for Highland Meadows Golf Club, 7455 Erie Street, Sylvania, Ohio 43560. Application is for two new monument signs. Mr. Greg Pattinson was present. Mr. Burns stated by that placement of the signs still needs to be discussed as no plans have been submitted. He said that they need to be sure the site line is okay. He added that and that he wanted to make sure that it was on record that they need to have the location approved prior to installation. Mr. Lindsley asked Mr. Pattinson if he understood. Mr. Pattinson responded that he did. 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 drawing submitted with the application. Vote being: Lindhuber, Fischer, Stough and Lindsley (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

Item 6 – Regulated Sign – app. no. 8-2020 requested by Christos Kamilaris for Georgio’s Grill, 5577 Monroe Street, Sylvania, Ohio 43560. Application is for a new wall sign and a new awning sign. Mr. Burns said that the signs were already installed without him knowing, but that the signs are

**Minutes of the Board of Architectural Review**  
**March 11, 2020**  
**Page 2**

within the limits of the Sylvania Sign Code. Ms. Fischer moved, Ms. Lindhuber seconded, to grant a Certificate of Appropriateness for the signs shown in the drawing submitted with the application. Vote being: Lindhuber, Fischer, Stough and Lindsley (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

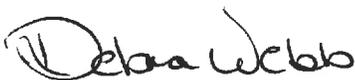
Item 7 – Regulated Sign – app. no. 9-2020 requested by Myra Gueli of Toledo Sign for Venture Visionary, 5520 Monroe Street, Sylvania, Ohio 43560. Application is for a new monument directional sign. Ms. Gueli was present. Mr. Burns said that that there is already one monument sign present at this property, but that in this situation, a second sign is allowed as there is enough lineal footage; and that this sign is going to serve as a directional sign for the company. Sign is within the limits of the Sylvania Sign Code. Ms. Lindhuber moved, Ms. Fischer seconded, to grant a Certificate of Appropriateness for the sign shown in the drawing submitted with the application. Vote being: Lindhuber, Fischer, Stough and Lindsley (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

Item 8 – Regulated Sign – app. no. 10-2020 requested by Kevin Clay for House of Him Salon, 5646 Summit Street, Sylvania, Ohio 43560. Application is for a replacement monument sign and two awning signs. Kimberly Clay was present. Signs are within the limits of the Sylvania Sign Code. Ms. Lindhuber moved, Ms. Fischer seconded, to grant a Certificate of Appropriateness for the sign shown in the drawing submitted with the application. Vote being: Lindhuber, Fischer, Stough and Lindsley (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

Item 9 – Building Review – app. no. 11-2020 requested by Kevin Clay for House of Him Salon, 5646 Summit Street, Sylvania, Ohio 43560. Application is for an exterior façade review; a change to the previously approved color for the exterior of the building. Kimberly Clay was present. Mr. Burns said that this application is for a change of a previously approved color for the building. Ms. Clay added that they originally planned on painting the outside of the building navy blue, but that they have decided that grey will go better with their color scheme. Ms. Fischer moved, Ms. Lindhuber seconded, to approve the color change of the building as shown in the drawing submitted with the application. Vote being: Lindhuber, Fischer, Stough and Lindsley (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

Ms. Lindhuber moved, Ms. Fischer 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 March 11, 2020. Mr. Lindsley called the meeting to order.

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

Ms. Lindhuber moved, Ms. Fischer seconded, to approve the Minutes of the February 12, 2020, meeting as submitted. Vote being: Stough, Lindhuber, Fischer and Lindsley (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

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

Submitted by,



Debra Webb, Secretary  
Municipal Planning Commission