

Sylvania City Council

August 17, 2020

7:00 p.m. Public Hearing

Continuation of ZA-1-2020, South Briar LLC (David Schmitt)

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 July 20, 2020.
5. Report of the continued Public Hearing, ZA-1-2020, South Briar LLC (David Schmitt) held on this date at 7:00 p.m. (Requested to be continued until 9/21/20).
6. Proposed Ordinance No. 48-2020, Approving the offer to purchase of First Brookside, LLC to purchase 5705 and 5711 North Main Street, Sylvania Ohio.
7. Proposed Ordinance No. 57-2020, granting a license to Yee Properties, LLC to enter a portion of City owned right-of-way to install and maintain a patio. (5692 N. Main St.)
8. Presentation from Claire Proctor, Executive Director of the Sylvania Community Services regarding the Senior Center levy on the November ballot.
9. Cushman Road Improvement Project.
 - a. Service Director's report on temporary easements for project.
 - b. Proposed Ordinance No. 49-2020, Accepting a temporary construction easement from Howard R. and Carolyn L. Brown for the improvement of Cushman Road.
 - c. Proposed Ordinance No. 50-2020, Accepting a temporary construction easement from Howard R. and Carolyn L. Brown for the improvement of Cushman Road.
 - d. Proposed Ordinance No. 51-2020, Accepting a temporary construction easement from Jason W. Nowicki for the improvement of Cushman Road.

- e. Proposed Ordinance No. 52-2020, Accepting a temporary construction easement from Gary Romp for the improvement of Cushman Road.
- f. Proposed Ordinance No. 53-2020, Accepting a temporary construction easement from Graham Scott for the improvement of Cushman Road.
- 10. 6024 Acres Sanitary Sewer Hardship Deferment.
 - a. Service Director's report on request.
 - b. Proposed Ordinance No. 54-2020, Authorizing a hardship deferment for the sanitary sewer special assessment for 6024 Acres Road, Sylvania, Ohio.
- 11. Water/Sewer rates.
 - a. Service Director's report on water rates.
 - b. Proposed Ordinance No. 55-2020, Amending the Codified Ordinance of Sylvania, 1979, as amended, by decreasing water service charges per one thousand gallons from \$8.74 to \$8.41 for city users and from \$10.93 to \$10.51 for non-city users. (Referral to Utility Committee.)
 - c. Service Director's report on sewer rates.
 - d. Proposed Ordinance No. 56-2020, Amending Chapter 925 of the Sylvania Codified Ordinances by amending Section 925.06-Sewer Charges levied to increase the sewer charges for both industrial and non-industrial city and non-city users. (Referral to Utility Committee.)
- 12. Approval of items (vehicles) to be offered for auction on GovDeals.com.
- 13. Committee reports.
- 14. Committee referrals.

INFORMATION

- A. Information on nominations being accepted for NRAC (Natural Resources Assistance Council) District 12.
- B. June 2020 Bank Reconciliation.
- C. Board of Architectural Review minutes from August 12, 2020.
- D. Municipal Planning Commission minutes from August 12, 2020.
- E. 3rd Quarter 2020 Management Reports.

Minutes of the Meeting of Council
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The Council of the City of Sylvania, Ohio met in regular session on July 20, 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.

The following items were added to the agenda:

- 4a. Financial Update.
- 6c. Proposed Ordinance No. 47-2020, DORA Expansion.
- 15. Downtown Plan Update.
- 16. Executive Session to discuss potential sale of real estate.

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

Agenda
approval.

Police Chief Schnoor led a moment of silence for fallen Toledo Police Officer Anthony Dia.

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

Mrs. Westphal presented the June 15, 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 June 15, 2020 be approved; roll call vote being: Frye, Haynam, McCann, Richardson, Stough, Westphal, Cappellini, (7) yeas; (0) nays. The motion carried.

Approval of the
June 15 meeting
minutes.

Finance Director Schroyer provided an update of the revenue received and fund balances to date and will provide a full update on the tax receipts at end of month.

Financial
update.

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

Mrs. Westphal reported on the public hearing held on this date on ZA-1-2020, from South Briar, LLC (David Schmitt), for property located at 5111 & 5123 Main Street, Sylvania, Ohio from Zoning classification R-1 to B-2 and R-3. Mrs. Westphal stated the applicant requested to continue this hearing. Council stated the hearing will be continued until August 17, 2020 at 7:00p.m.

Public Hearing
report:
ZA-1-2020,
continued to
8/17/20.

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

Mrs. Westphal report on the public hearing held on this date to consider the expansion of the Designated Outdoor Refreshment Area, (DORA). No one spoke in favor or opposing this expansion. Council moved to advance legislation for action at the regular council meeting.

Public Hearing,
report: DORA
Expansion.

Ms. Stough reported on the Buildings & Grounds Committee meeting held on July 16, 2020. Ms. Stough provided a short history of the DORA, the successes and challenges to date and a timeline and strategy for updating the long-term DORA vision.

Bldgs. &
Grounds Com.
Mtg report from
7/16/20.

Ms. Stough presented and read aloud by title only, proposed Ordinance No. 47-2020, a written copy of same having been previously furnished to each member of Council, "Amending the Designated Outdoor Refreshment Area ("DORA") by expanding the territory included in the DORA to incorporate the "Mini-park" located at the corner of Maplewood Avenue and Main Street; establishing regulations as required by law; and declaring an emergency." Ms. Stough moved, Mrs. Westphal seconded, that Council dispense with the Second and Third Readings of said Ordinance; roll call vote being: Haynam, McCann, Richardson, Stough, Westphal, Cappellini, Frye, (7) yeas; (0) nays. The motion carried.

Ordinance No.
47-2020,
Amending
DORA by
expanding...
to include
Mini-Park...."

Ms. Stough moved, Mr. Richardson seconded, that Ordinance No. 47-2020 be enacted as an emergency measure as declared therein; roll call vote being: McCann, Richardson, Stough, Westphal, Cappellini, Frye, Haynam, (7) yeas; Haynam, (1) nays. The motion carried.

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

Mrs. Cappellini presented and read aloud by title only, proposed Ordinance No. 41-2020, a written copy of same having been previously furnished to each member of Council, "To assess a special tax upon the lots and lands described in the schedule referred to herein to pay a part of the cost and expense of providing for the removal and special treatment of shade trees for the purpose of controlling blight and disease of same; and for planting, maintaining, trimming and removing shade trees in and along the streets and within public right-of-way of the City for the year ending December 31, 2020; and declaring an emergency."; Mrs. Cappellini moved, Mrs. Westphal seconded,

Ordinance No.
41-2020, "To
assess a special
tax... shade
trees...."

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that Council dispense with the Second and Third Readings of said Ordinance; roll call vote being: Haynam, McCann, Richardson, Stough, Westphal, Cappellini, Frye, (7) yeas; (0) nays. The motion carried.

Mrs. Cappellini moved, Mr. Frye seconded, that Ordinance No. 41-2020 be enacted as an emergency measure as declared therein; roll call vote being: McCann, Richardson, Westphal, Stough, Cappellini, Frye, Haynam, (7) yeas; (0) nays. The motion carried.

Mr. McCann presented and read aloud by title only, proposed Ordinance No. 42-2020, a written copy of same having been previously furnished to each member of Council, "To assess a special tax upon the lots and lands described in the schedule referred to herein to pay a part of the cost and expense of providing for the construction, maintenance, repair, cleaning and enclosing open drainage ditches within the corporate limits of the City of Sylvania for the year ending December 31, 2020; and declaring an emergency."; Mr. McCann moved, Mr. Richardson seconded, that Council dispense with the Second and Third Readings of said Ordinance; roll call vote being: McCann, Richardson, Stough, Westphal, Cappellini, Frye, Haynam, (7) yeas; (0) nays. The motion carried.

Ordinance No. 42-2020, "To assess a special tax...open drainage ditches..."

Mr. McCann moved, Mrs. Westphal seconded, that Ordinance No. 42-2020 be enacted as an emergency measure as declared therein; roll call vote being: Richardson, Stough, Westphal, Cappellini, Frye, Haynam, McCann, (7) yeas; (0) nays. The motion carried.

Mr. Frye presented and read aloud by title only, proposed Ordinance No. 43-2020, a written copy of same having been previously furnished to each member of Council, "Ordinance approving the assessment heretofore authorized by Resolution No. 14-2020 for Street Lighting; levying said assessments; and declaring an emergency." Mr. Frye moved, Mrs. Westphal seconded, that Council dispense with the Second and Third Readings of said Ordinance; roll call vote being: Cappellini, Frye, Haynam, McCann, Richardson, Stough, Westphal, (7) yeas; (0) nays. The motion carried.

Ordinance No. 43-2020, "Approving the assessment for street lighting..."

Mr. Frye moved, Mr. McCann seconded, that Ordinance No. 43-2020 be enacted as an emergency measure as declared therein; roll call vote being: Frye, Haynam, Husman, Luetke, Richardson, Westphal, Cappellini, (7) yeas; (0) nays. The motion carried.

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

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Service Director's report on the Acres Road Sanitary Sewer Extension project was placed on file. Mr. McCann presented and read aloud by title only, proposed Ordinance No. 44-2020, a written copy of same having been previously furnished to each member of Council, "An Ordinance levying special assessments for the improvement of Acres Road between Sugar Hill Court and Greenhaven Road, by installing eight inch sanitary sewer lines together with the necessary appurtenances thereto; and declaring an emergency." Mr. McCann moved, Mrs. Westphal seconded, that Council dispense with the Second and Third Readings of said Ordinance; roll call vote being: Richardson, Stough, Westphal, Cappellini, Frye, Haynam, McCann, (7) yeas; (0) nays. The motion carried.

Ordinance No.
44-2020,
"levying special
assessments...
Acres Rd
sanitary sewer
...."

Mr. McCann moved, Mr. Haynam seconded, that Ordinance No. 44-2020 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 9.

Service Director's report on the 2020 ODOT Highway Safety Improvement Program Application results (US-23 & Monroe Street Interchange Improvements) was placed on file. Mr. Aller provided a funding matrix of outside funding assistance amounting to \$24.3 million of the total project cost of \$28,051,064.

US23 & Monroe
St. Interchange
Improvement
update.

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

Mrs. Westphal reported the Safety Committee met on July 15, 2020 to the City of Sylvania Police Department's updated policies and best practices related to law enforcement.

Safety Com.
Mtg. report of
7/15/20 Re:
Police Dept.'s
updated
policies, etc.

Mrs. Westphal presented and read aloud by title only, proposed Ordinance No. 45-2020, a written copy of same having been previously furnished to each member of Council, "Accepting the proposal of Watchguard to provide a new camera system, including in-car and body worn cameras for the Division of Police; appropriating funds therefore in the amount of \$99,682.50; and declaring an emergency." Mrs. Westphal moved, Mr. McCann seconded, that Council dispense with the Second and Third Readings of said Ordinance; roll call vote being: Westphal, Cappellini, Frye, Haynam, McCann, Richardson, Stough, (7) yeas; (0) nays. The motion carried.

Ordinance No.
45-2020;
"Accepting
proposal...new
camera
system...police
dept...."

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Mrs. Westphal moved, Mr. Frye seconded, that Ordinance No. 45-2020 be enacted as an emergency measure as declared therein; roll call vote being: Cappellini, Frye, Haynam, McCann, Richardson, Stough, Westphal, (7) yeas; (0) nays. The motion carried.

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

Mrs. Westphal reported the Committee of the Whole met on June 24, 2020 to discuss potential Charter Amendments regarding elections.

COW Mtg
Report: Charter
Amendments...
Elections.

Mrs. Westphal moved, Mr. Frye seconded to modify proposed Ordinance 46, 2020 as presented. Roll call vote being: Westphal, Cappellini, Frye, Haynam, McCann, Richardson, Stough, (7) yeas; (0) nays. The motion carried.

Approval of
language
modifications to
Proposed Ord
No. 46-2020.

Mrs. Westphal presented and read aloud by title only, proposed amended Ordinance No. 46-2020, a written copy of same having been previously furnished to each member of Council, "Proposing and providing for the submission of certain amendments of the Charter of the City of Sylvania, Ohio, to the electors of the City of Sylvania, Ohio, at the next general election on November 3, 2020, in accordance with the Charter of the City of Sylvania, Ohio and the Constitution of the State of Ohio; repealing the provisions, as currently written, of the Charter of the City of Sylvania, Ohio hereby proposed to be so amended; and declaring an emergency." Mrs. Westphal moved, Mr. McCann seconded, that Council dispense with the Second and Third Readings of said Ordinance; roll call vote being: Cappellini, Frye, Haynam, McCann, Richardson, Stough, Westphal, (7) yeas; (0) nays. The motion carried.

Ordinance No.
46-2020,
"...submission
of amendments
to Charter of
City of
Sylvania..."

Mrs. Westphal moved, Mr. Haynam seconded, that Ordinance No. 46-2020 be enacted as an emergency measure as declared therein; roll call vote being: Frye, Haynam, McCann, Richardson, Stough, Westphal, Cappellini, (7) yeas; (0) nays. The motion carried.

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

Mrs. Westphal presented and read aloud by title only, proposed Resolution No. 16-2020, a written copy of same having been previously furnished to each member of Council, "A Resolution requesting Cares Act Funding for expenditures incurred as a result of the COVID-19 pandemic; and declaring an emergency." Mrs. Westphal moved, Mr. Frye seconded, that Council dispense with the Second and Third Readings of said Resolution; roll call vote being: Haynam, McCann, Richardson, Stough, Westphal, Cappellini, Frye, (7) yeas; (0) nays. The motion carried.

Resolution No.
16-2020,
"...Cares Act
Funding..."

Mrs. Westphal moved, Mr. Haynam seconded, that Resolution No. 16-2020 be enacted as an emergency measure as declared therein; roll call vote being: McCann, Richardson, Stough, Westphal, Cappellini, Frye, Haynam, (7) yeas; (0) nays. The motion carried.

Mayor Stough stated there is nothing for agenda items 13 & 14, so Council will now consider agenda item 15.

Economic Development Director Sanford provided an update of the Downtown Marketing plan that will be set for public input in September.

Downtown
Marketing Plan
Update.

Mayor Stough stated that Council will now consider agenda item 16.

Mrs. Westphal moved, Mr. McCann seconded to enter into Executive Session for the purpose of possible sale of real estate at 8:51 p.m. Roll call vote being: Cappellini, Frye, Haynam, McCann, Richardson, Stough, Westphal, (7) yeas; (0) nays. The motion carried.

Executive
Session for
possible sale of
real estate.

Mrs. Westphal moved, Mr. Frye seconded to return from Executive Session to General Session at 9:27 p.m. Roll call vote being: Frye, Haynam, McCann, Richardson, Stough, Westphal, Cappellini, (7) yeas; (0) nays. The motion carried.

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Mayor Stough stated all agenda items have been addressed.

Mrs. Westphal moved, Mr. Richardson seconded to adjourn at 9:30 p.m. Roll call vote being: Haynam, Richardson, Stough, Westphal, Cappellini, Frye, McCann (7) yeas; (0) nays. The motion carried. Adjournment.

Clerk of Council

Mayor

ORDINANCE NO. 48 -2020

APPROVING THE OFFER TO PURCHASE OF FIRST BROOKSIDE, LLC TO PURCHASE 5705 AND 5711 NORTH MAIN STREET, SYLVANIA, OHIO AT A SALE PRICE OF \$200,000.00; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO ACCEPT SAID OFFER TO PURCHASE ON BEHALF OF THE CITY OF SYLVANIA; DETERMINING SAID REAL ESTATE TO BE NO LONGER NEEDED FOR MUNICIPAL PURPOSES; AND DECLARING AN EMERGENCY.

WHEREAS, Ordinance No. 68-2011, passed July 18, 2011, authorized the Mayor and Director of Finance to enter into an Offer to Purchase the property located at 5705 and 5711 North Main Street, Sylvania, Ohio for the sum of \$230,000; and,

WHEREAS, Ordinance No. 8-2017, passed January 17, 2017, approved the Offer to Purchase of Midland Agency of Northwest Ohio, Inc. to purchase the City's real estate known as the Maplewood Marketplace, 5703 Main St. at a sales price of \$1,100,000; and,

WHEREAS, Ordinance No. 75-2017, passed October 16, 2017, approved the Offer to Purchase of First Brookside, LLC for the approximate 7' x 148.84' parcel of property adjacent to the Maplewood Marketplace for the sum of Five Hundred Dollars (\$500.00); and,

WHEREAS, First Brookside, LLC has proposed to purchase the property located at 5705 and 5711 North Main Street, Sylvania, Ohio to provide for the expansion of its existing restaurant and brew pub known as "Inside the Five" and a copy of the proposed Purchase Agreement is attached hereto as "Exhibit A."

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

SECTION 1. That this Council hereby finds and determines that the property located at 5705 and 5711 North Main Street, Sylvania, Ohio are no longer needed for any municipal purpose.

SECTION 2. That the Offer to Purchase, submitted by First Brookside, LLC in the amount of Two Hundred Thousand Dollars (\$200,000.00) for the purchase of the property located at 5705 and 5711 N. Main St., Sylvania, Ohio is hereby approved and the Mayor and Director of Finance be, and they hereby are, authorized to accept said Offer to Purchase on behalf of this City.

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

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

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

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

SECTION 7. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that this City must act on the purchase agreement or lose the benefits thereof and therefore this Ordinance should be effective forthwith. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote dispensing with the 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

REAL ESTATE PURCHASE AGREEMENT

FIRST BROOKSIDE, LLC, an Ohio limited liability company ("Purchaser"), of 9 Riverhills Lane, Toledo, Ohio 43623, offers and agrees to purchase from the **CITY OF SYLVANIA, OHIO**, an Ohio municipal corporation ("Seller"), of 6730 Monroe Street, Sylvania, Ohio 43560, the real property commonly addressed as 5705 and 5711 North Main Street, Sylvania, Ohio, identified as Lucas County Tax Parcel No. 82-94082, 82-94083 and the approximately 13,500 square feet of the southwest part of 82-94084 all as depicted as the crosshatched area on Exhibit A attached hereto and made a part hereof (the "Premises"), subject to a Use Restriction (herein defined) and a reserved Access Easement (herein defined). Part of the Premises is part of the larger parcel of property included in Lucas County Tax Parcel No. 82-94084 and legally described as Lot 4 in Heritage Village, a subdivision in the City of Sylvania, Lucas County, Ohio (the "Larger Parcel"). The Premises will be subsequently legally described as hereinafter provided. The Premises includes all fixtures, improvements, licenses, easements, privileges and appurtenances belonging to and benefitting the Premises, and all of Seller's right, title and interest, if any, in and to any street, alley or roadway adjoining the Premises. The Premises includes the First Amendment to Encroachment Easement (herein defined).

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Agreement to Sell.** Seller at Closing (as herein defined) shall sell, transfer and convey to Purchaser, and Purchaser shall purchase all of Seller's right, title and interest in the Premises.

2. **Purchase Price and Payment.** The purchase price for the Premises is Two Hundred Thousand Dollars (\$200,000.00) (the "Purchase Price"), payable by Purchaser to Seller at Closing by wire transfer or certified funds. Within three (3) business days of Seller's acceptance, Purchaser will deliver Five Hundred Dollars (\$500) (the "Deposit") to the Title Company (herein defined) to be held in escrow. The Deposit is applied toward the Purchase Price at Closing or as otherwise provided in this Agreement.

3. **Conditions Precedent to Purchaser's Obligations.** Purchaser's obligation to consummate the purchase of the Premises under this Agreement is subject to the satisfaction of the following conditions or Purchaser may terminate this Agreement:

A. Within fifteen (15) days of the Effective Date (herein defined), Purchaser will obtain a commitment for an owner's policy of title insurance in the amount of the Purchase Price issued by Midland Title and Escrow, Ltd. (the "Title Company"), naming Purchaser as the proposed insured and showing, to Purchaser's sole satisfaction, good and marketable fee simple title to the Premises in Seller, free of all liens, defects, or encumbrances, except those to be paid and released by Seller at Closing and subject only to those existing easements, covenants, conditions, reservations, agreements and restrictions of record, government ordinances, zoning regulations, and public utility easements, if any, which do not, in Purchaser's sole discretion, impair or prevent the Purchaser's intended development and use of the Premises (the "Permitted Exceptions"); and subject to real estate taxes and assessments, both general and special, which are

a lien but are not yet due and payable. If the title to the Premises is not satisfactory to Purchaser, Purchaser will, prior to the end of the Diligence Period (herein defined), notify Seller of Purchaser's objection to the title to the Premises, and Seller may elect to cure such objection to Purchaser's satisfaction within ten (10) days of Purchaser's objection. If Seller cannot or does not cure such title objection to Purchaser's satisfaction, then Purchaser may terminate this Agreement prior to Closing. Purchaser and Seller will share equally the cost of the commitment for title insurance and the premium for the owner's title insurance policy in the amount of the Purchase Price. Purchaser will pay the cost of all title insurance endorsements. Purchaser and Seller will share equally the Title Company escrow costs for Closing. At least seven days prior to Closing, Title Company will update the title commitment and if that title update discloses new title exceptions or encumbrances to the Premises, then the rights of Purchaser and Seller under this paragraph shall apply to such new exception or encumbrance.

B. For a period of one hundred and eighty (180) days after the Effective Date (the "Diligence Period"), Purchaser, at Purchaser's cost, may conduct an environmental site assessment, an ALTA survey and any other inspections or studies of the Premises selected by Purchaser, including, but not limited to, inspections for lead and asbestos (collectively, the "Inspections"). Purchaser shall, at its cost, restore and repair the condition of the Premises damaged as a result of the Inspections. Within five (5) days of the Effective Date (defined below), Seller shall deliver to Purchaser the following documents and information in Seller's possession or control: (i) surveys of the Premises; (iv) environmental studies and any engineering reports related to the Premises; and (v) plans, specifications, and permits for the Premises.

C. During the Diligence Period, Purchaser will provide Seller a boundary survey drawing showing the boundaries, legal description and square footage of the Premises for Seller's approval (the "Survey"). If Seller does not approve the Survey with 30 days of the Effective Date, either Purchaser or Seller may thereafter terminate this Agreement. Seller will indicate its approval of the Premises in writing. Thereafter, Purchaser, with Seller's approval and assistance, will cause that portion of the Premises to be subdivided from the Larger Parcel by the appropriate governmental authority (the "Subdivision"). Seller will retain title to the real property included in the Larger Parcel remaining after the Subdivision (the "Remaining Parcel"). The cost of the Survey and the Subdivision will be paid by Purchaser (collectively, the "Subdivision Costs").

If, within the time periods above, Purchaser does not receive and approve, in Purchaser's sole discretion, any of the items set forth in this Paragraph 3, then Purchaser may: (i) agree with Seller to a Purchase Price reduction; (ii) permit Seller to remedy the issue to Purchaser's satisfaction; (iii) waive Purchaser's objection to any such item and proceed to Closing; or (iv) terminate this Agreement.

4. Title.

A. At Closing, Seller will execute and deliver to Purchaser a general warranty deed conveying fee simple title to the Premises to Purchaser, in recordable form signed by Seller, free and clear of all liens and encumbrances and subject to the Use Restriction, the Access Easement, Permitted Exceptions and real estate taxes and assessments, not yet due and

payable (the "Deed"). The Deed shall contain the following "Use Restriction": "Provided Grantor (Seller) owns fee simple title to the Remaining Property, Grantee (Purchaser), its successors and assigns, for the benefit of the Grantor, will permit parking spaces, now or hereafter located on the Premises, to be available to the general public for temporary automobile parking while participating in downtown City of Sylvania public events sponsored or approved by Grantor."

B. The Deed will reserve to Seller a non-exclusive access easement over the northernmost driveway located on the Premises and adjacent to the Remaining Parcel for the purpose of vehicular ingress and egress to and from Main Street and the garage structure now located on the Remaining Parcel, and for no other purpose whatsoever (the "Access Easement"). The Access Easement will terminate if and when the garage structure is no longer on the Remaining Parcel. Any damage to the driveway improvements caused by the Seller's use of the Access Easement will be repaired or replaced by Purchaser at Seller's cost.

C. At Closing, Purchaser and Seller will sign and deliver the Development Agreement attached hereto as Exhibit B.

D. At Closing, Seller will execute and deliver to Purchaser an owner's affidavit acceptable to the Title Company to remove standard exceptions from the owner's policy of title insurance that can be removed with such an affidavit. Prior to Closing, Seller will provide Purchaser and the Title Company evidence of an ordinance passed by the Seller authorizing this Agreement and Seller's performance of its obligations under the Agreement. At Closing, Purchaser and Seller will sign a settlement statement prepared by the Title Company and pay their respective costs as provided for in this Agreement.

5. **Prorations and Charges.** Real estate taxes and assessments, penalties, charges and interest for the Premises, due and payable prior to Closing, will be paid in full by Seller at Closing. All real estate taxes and assessments for the Premises not yet due and payable on the Closing will be prorated to the date of Closing according to the Lucas County due and payable method of tax proration. The amount of the real estate taxes and assessments attributable to the Premises included in the Larger Parcel will be calculated based on the relative percentage of the assessed value of the Premises land included in the Larger Parcel to the assessed value of all of the land included in the Larger Parcel. The value of the Larger Parcel improvements will not be included in such calculation. Seller will pay the conveyance fee due for the transfer of the Premises to Purchaser, if any. Purchaser shall pay the recording fee for the Deed.

6. **Risk of Casualty Loss.** Until Closing, Seller shall bear the sole risk of loss due to fire or other casualty at the Premises. If the Premises shall be damaged or destroyed by fire or other cause between the date this Agreement and the Closing, Purchaser may (a) elect to proceed with the transaction, in which event Purchaser shall be entitled to all insurance proceeds made payable to the Seller under any and all policies of insurance covering the Premises so damaged or destroyed, or (b) elect to rescind this Agreement, in which event both parties hereto shall be released from all liability hereunder and the Deposit will be returned to Purchaser. If Purchaser elects to so rescind this Agreement, Purchaser shall notify Seller in writing after Purchaser has received notice of such damage or destruction.

7. **Miscellaneous.**

A. This offer to purchase the Premises submitted by Purchaser is subject to written acceptance by the Seller, and when signed by an authorized official of Seller and delivered to Purchaser (the "Effective Date") shall constitute a contract binding Purchaser and Seller, their respective successors and assigns for the purchase and sale of the Premises upon the terms and conditions set forth herein when delivered (the "Agreement").

B. This transaction will close on or before February 10, 2021; which date shall be known as the "Closing" or "Closing date" for the purposes of this Agreement, at or through the office of the Title Company.

C. If this Agreement is at any time terminated by Purchaser as permitted by this Agreement, then the Deposit will be returned to Purchaser without any further action required by Seller, and, upon such return of the Deposit, this Agreement shall become null and void with no further liability on the part of either party. If Purchaser defaults in the performance of Purchaser's obligations under this Agreement for more than ten (10) days after written notice from Seller specifying the alleged default, then, provided Seller is not in default hereunder, Seller's sole and exclusive remedy is to terminate this Agreement on written notice to Purchaser and the Deposit will be delivered to Seller as liquidated damages. The amount of the Deposit paid to Seller as liquidated damages is Seller's sole and exclusive remedy under this Agreement. If Seller defaults in the performance of Seller's obligations under this Agreement, then Purchaser is entitled to all available legal or equitable remedies, including, without limitation, specific performance and the return of the Deposit to Purchaser.

D. This offer expires at **5:00 p.m. on August 14, 2020**, unless accepted by Seller in writing and the signed Agreement is delivered to Purchaser by that time.

E. This Agreement contains the entire agreement between the parties and there are no agreements, representations or warranties, oral or written, which are not set forth herein. This Agreement may not be amended or modified except by a writing signed by both parties.

F. Seller and Purchaser each warrant to the other that they have had no dealings with any other real estate broker, agent or finder, so as to entitle such party to a commission in connection with the transaction contemplated by this Agreement. If for any reason a commission is due as a result of this transaction to any party, then the party with the dealings or alleged dealings with such other party will pay such commission, expense, damages and attorneys' fees relating to such commission. The parties' obligations under this paragraph survive Closing and delivery of the Deed.

G. As of Closing, all leases, leasehold estates and rights of possession in and to the Premises will have expired or been legally terminated by Seller, and Seller will to deliver exclusive possession of the Premises to Purchaser, free and clear of all occupants, leasehold estates, tenancies or other rights of possession.

H. Purchaser may assign this Agreement to another legal entity, provided the majority owners of Purchaser are also principals in such entity.

I. This Agreement is expressly contingent upon formal approval by the Sylvania City Council on or before September 21, 2020. Failure to obtain said approval by September 21, 2020 renders this Agreement void.

PURCHASER:

FIRST BROOKSIDE, LLC,
an Ohio limited liability company

By: _____

Date: _____

ACCEPTANCE

The undersigned, Seller, hereby accepts the foregoing offer to purchase the Premises and agrees to make the transfer and conveyance of the Premises and to otherwise comply with the Agreement.

SELLER:

CITY OF SYLVANIA, OHIO,
an Ohio municipal corporation

By: _____
Craig A. Stough, Mayor

By: _____
Toby A. Schroyer, Director of Finance

Date: _____

Approved as to Form:

Leslie B. Brinning, Director of Law

EXHIBIT A

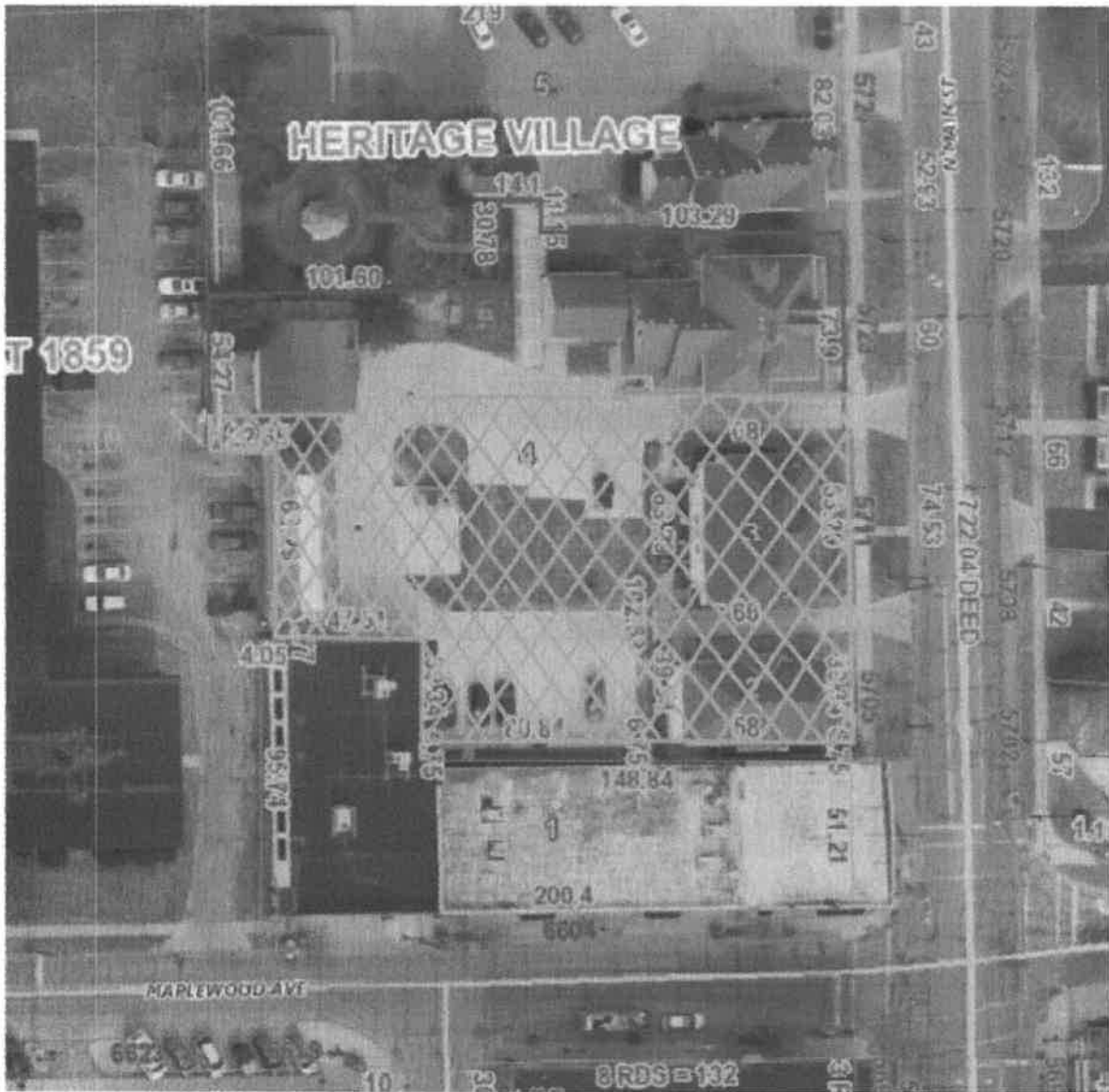


EXHIBIT B

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into between the **CITY OF SYLVANIA, OHIO**, ("the City") a municipal corporation organized under the laws of the State of Ohio and its Charter and **FIRST BROOKSIDE, LLC**, an Ohio limited liability (the "Developer"), effective as of the latest date set forth below (the "Effective Date").

RECITALS; WHEREAS:

A. Developer owns that certain real property within the municipal boundaries of the City, as legally described on **Exhibit A** (the "Property");

B. Developer intends to demolish the existing buildings, structures and related improvements on the Property, level the ground and grass seed any bare land (the "Demolition") and the City has issued the necessary permits required for that Demolition (the "Demolition Permit");

C. Developer intends to construct and renovate the parking improvements on the Property (the "Parking Improvements");

D. Developer intends to construct one or more buildings or structures consisting of approximately ____ square feet on the Property to compliment the brewery/restaurant located at 5703 Main Street, Sylvania, Ohio ("Developer's Business") adjacent to the south boundary of the Property (the "Future Buildings"); a conceptual plan of the Future Buildings is attached hereto as Exhibit B; and

E. The parties desire to enter into this Agreement to memorialize their mutual understandings with respect to these matters.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree that the foregoing recitals are incorporated herein and as follows:

1. **Development Plan**. On or before October 1, 2020 (the "Commencement Date"), Developer will begin the Demolition. On or before September 30, 2022, Developer will complete the Demolition, Parking Improvements and the Future Buildings (the "Completion Date").

2. **Plans and Permits**. Prior to the Effective Date, the City has issued to Developer the Demolition Permit required for the Demolition. Developer will present site plans and building plans from time to time to the City for approval of the Parking Improvements and for one or more of the Future Buildings (collectively, the "Developments"). Developer will deliver to the City building plans for each of the Developments for review and approval by the City. The City has

ten (10) business days from deliver of the plans, and again ten (10) business days after delivery of each material modification to such plans, to notify Developer in writing of any City objection to the plans citing the applicable City zoning and building requirement applicable to the Developments not met by such plans and specifying the modification to the plans required to cure each objection. If the City does not so notify Developer, then the City is deemed to have approved the plans.

3. **Option to Purchase.**

A. **Contingent Grant of Option.** Developer grants to City an option to purchase the Property (the "Option") contingent on the Developer not finishing the Demolition or not finishing the Developments before the Completion Date. The Option terms is thirty (30) days after the Completion Dated (the "Option Expiration Date").

B. **Exercise of Option.** To exercise this Option, City must notify the Developer in writing of such exercise (the "Exercise Notice") on or before the Expiration Date. The Exercise Notice shall be effective upon deposit in the United States mail, properly addressed to Developer at its address set forth above, or upon personal delivery thereof to Developer on or before the Option Expiration Date. If exercised, the Option shall immediately result in a binding contract between City and Developer for the purchase and sale of the Property, on and subject to the terms and conditions set forth herein. If, however, this Option is not exercised by the Expiration Date, then this Option is ends and is thereafter null and void.

C. **Purchase Price.** The purchase price of the Property is \$200,000 plus any part of the cost of the Demolition, the Parking Improvements and the Future Buildings paid or owed by Developer on the effective date of the Exercise Notice (the "Purchase Price") and is payable at Closing (herein defined).

D. **Conveyance.** Developer shall convey to City title to the Property by quit claim deed (the "Deed"), free and clear of all liens and encumbrances incurred by Developer and subject to real estate taxes and general and special assessments not due and payable as of the Closing, zoning ordinances and easements, reservations, limitations, and restrictions of record as of the Closing. City will pay any conveyance fee at Closing. Real estate taxes and assessments not yet due and payable applicable to the Property will not be prorated at Closing.

E. **Closing.** The closing shall be held not later than sixty (60) days after the Exercise Notice is sent to Developer (the "Closing"). At the Closing, Developer shall deliver to City the Deed conveying the Property to City and City shall pay Developer the balance of the Purchase Price.

F. **Memorandum of Option.** This Option shall not be recorded and neither party will execute or record a memorandum of this Option against the Property title.

4. **Miscellaneous.**

A. **Entire Agreement.** This Agreement and the documents referenced herein contain the entire agreement between the parties with respect to the transactions contemplated herein and supersedes any and all prior agreements, whether in writing or oral, between the parties or their predecessors relating to the subject matter hereof.

B. **Amendment/Modification.** This Agreement may only be amended, altered, or revoked by written instrument signed by all parties. The City shall not modify or terminate this Agreement by ordinance or resolution without Developer's written consent.

C. **Successors and Assigns.** This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

D. **Waiver.** No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel to enforce any provision of this Agreement, except by written instrument of the party charged with such waiver or estoppel.

E. **Notices.** Any notice to be given to either party hereunder shall be in writing and shall be deemed to be given upon receipt, if hand delivered or delivered by express delivery service, or upon deposit of such notice in registered or certified mail, return receipt requested, addressed to the addresses above. The addresses for the purpose of this paragraph may be changed by either party by giving five (5) days prior notice of such change to the other party in the manner provided for giving notice.

F. **Applicable Law.** This Agreement is made, and shall be construed and interpreted under, the laws of the State of Ohio.

G. **Severability.** In the event any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

H. **No Third-Party Beneficiaries.** The City and Developer intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third-party beneficiary, or any individual or entity other than the City and Developer or permitted assignees of such parties.

I. **No Joint Venture.** Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose

whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

J. **Estoppel Certificate.** Upon request of either party or any proposed mortgagee or lessee of any portion of the Property, the City shall execute and deliver to the requestor a certificate stating: (a) if there has been any amendments to this Agreement, (b) that the Agreement is in full force and effect, if the same is true; (c) that the Developer is not in default under any of the terms, covenants or conditions of the Agreement, or, if the Developer is in default, specifying the nature of the default; and (d) such other matters as the Developer reasonably requests. The undersigned parties have executed this Agreement as of the dates set forth below.

K. **Force Majeure.** Notwithstanding anything in this Agreement to the contrary, neither party shall be liable for any delays or failures in performance resulting from acts beyond its reasonable control including, without limitation, acts of God, acts of war or terrorism, civil unrest, pandemics, epidemics, governmental health orders or shortages of supplies.

L. **Expiration.** This Agreement expires and ends on the earlier of: (i) the date Developer completes the Developments; or (ii) the Option Expiration Date.

[Signatures on following pages]

CITY OF SYLVANIA, OHIO,
a municipal corporation organized under
the laws of the State of Ohio

By: _____
Mayor

Approved as to form:

By: _____
Leslie B. Brinning, Director of Law

Date: _____

FIRST BROOKSIDE, LLC,
an Ohio limited liability company

By: _____
Brandon Fields, Manager

Date: _____

EXHIBIT A
PROPERTY LEGAL DESCRIPTION
[to be provided]

EXHIBIT B
Future Buildings Concept Plan
[to be provided]

ORDINANCE NO. 57 -2020**GRANTING A LICENSE TO YEE PROPERTIES, LLC TO ENTER A PORTION OF CITY OWNED RIGHT-OF-WAY TO INSTALL AND MAINTAIN A PATIO; AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO SIGN THE LICENSE AGREEMENT; AND DECLARING AN EMERGENCY.**

WHEREAS, Yee Properties, LLC/J & G Pizza Palace and Upside Brewing have requested a license over a portion of City right-of-way to install a patio and awning on the north side of the building located at 5692 N. Main St., Sylvania, Ohio; and,

WHEREAS, the granting of said License Agreement as set forth in "Exhibit A" will permit Yee Properties, LLC/J & G Pizza Palace and Upside Brewing to properly install and maintain the awning at 5692 N. Main St., Sylvania, Ohio.

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

SECTION 1. That the License Agreement set forth above as "Exhibit A" is hereby granted and the Mayor and Director of Finance are hereby authorized to evidence the granting of said License Agreement by signing said Agreement on behalf of this City.

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 License should be granted forthwith so as to permit Yee Properties, LLC/ J & G Pizza Palace and Upside Brewing to install seating, countertops, planters and benches on the north side of 5692 N. Main St. 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

LICENSE AGREEMENT

This License Agreement is entered into between Yee Properties, LLC, 5692 N. Main St., Sylvania, Ohio 43560 and the City of Sylvania, 6730 Monroe Street, Sylvania, OH 43560. The purpose of this License Agreement is to permit Yee Properties, LLC/J & G Pizza Palace and Upside Brewing to install an outdoor dining patio for J & G Pizza Palace/Upside Brewing restaurant. The License Agreement is made subject to the conditions set forth below.

I. ACCESS

1. Yee Properties, LLC/Upside Brewing shall have access to the area legally described on the attached "Exhibit A."

II. SCOPE OF LICENSE

This License Agreement gives Upside Brewing the right to enter onto the property for the following purpose(s):

1. Installation and maintenance of an outdoor patio, as shown on the attached "Exhibit A" in the manner and design shown therein.

II. SITE CONDITION

Yee Properties, LLC/Upside Brewing shall conduct its activities in a manner so as to minimize the disturbance to existing site conditions. Any disturbance to the property resulting from Upside Brewing, LLC's activities shall be repaired or corrected promptly.

III. INDEMNITY

1. Yee Properties, LLC, J & G Pizza Palace and Upside Brewing will indemnify and hold harmless the City of Sylvania from all actions, claims, demands, liabilities, and damages which may be imposed on or incurred by the City of Sylvania as a consequence of any act or omission on the part of Yee Properties, LLC, J & G Pizza Palace and Upside Brewing, or anyone acting on behalf of Yee Properties, LLC, J & G Pizza Palace and Upside Brewing, in the exercise of its rights under this License Agreement.
2. In the performance of its obligation hereunder, Yee Properties, LLC, J & G Pizza Palace and Upside Brewing will observe any and all local, state, and federal safety, health and environmental regulations which may be applicable. Yee Properties, LLC, J & G Pizza Palace and Upside Brewing shall indemnify the City of Sylvania from any losses, damages, claims or demands of whatever nature which might arise as a result of Yee Properties, LLC, J & G Pizza Palace and Upside Brewing's failure to observe any applicable safety, health, and environmental regulations.

II. GOVERNING LAW

The law of the State of Ohio shall apply to the interpretation of this License Agreement and to the resolution of any disputes arising out of the matter set forth herein.

III. TERM OF LICENSE AGREEMENT

This License Agreement shall be effective on October 8, 2019 and shall continue in effect until October 7, 2024.

IV. TERMINATION OF LICENSE AGREEMENT

Either party may terminate this License Agreement prior to the expiration of the term set forth in Section VI above if the other party violates any condition of the License Agreement. Any termination hereunder shall be effective thirty days after written notification to the other party of such termination.

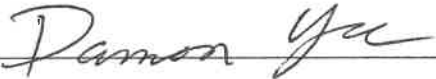
V. ASSIGNABILITY

This License Agreement is binding upon the parties, their successors in title or interest, assignees, and heirs.

Dated this _____ day of _____, 20____.

YEE PROPERTIES, LLC

CITY OF SYLVANIA

By 

By _____
Craig A. Stough, Mayor

By _____

By _____
Toby A. Schroyer, Director of Finance

UPSIDE BREWING

By 

By 

STATE OF OHIO, COUNTY OF LUCAS, ss:

Before me appeared Craig A. Stough, Mayor and Toby A. Schroyer, Director of Finance on behalf of the City of Sylvania, a Municipal Corporation, who acknowledged that the execution of this License Agreement was their free act and deed, and the free act and deed of said Municipal Corporation this _____ day of _____, 2019.

Notary Public

STATE OF OHIO, COUNTY OF LUCAS, ss:

Before me appeared Damon Yee and OWNER
as OWNER and OWNER of Yee Properties, LLC,
who acknowledged that the execution of this License Agreement was their free and deed, and the
free act and deed of said LLC this _____ day of _____, 2019.

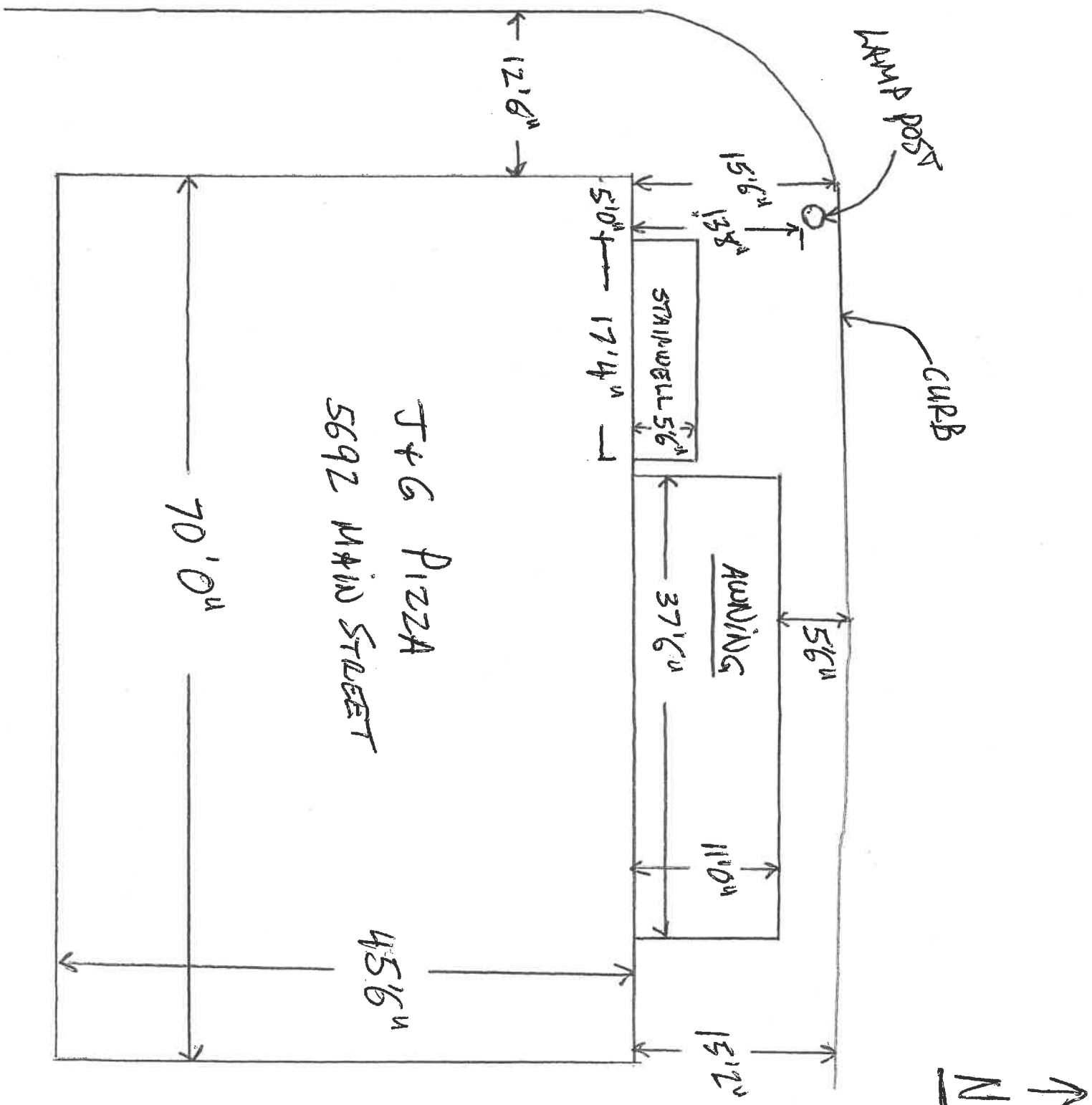
Notary Public

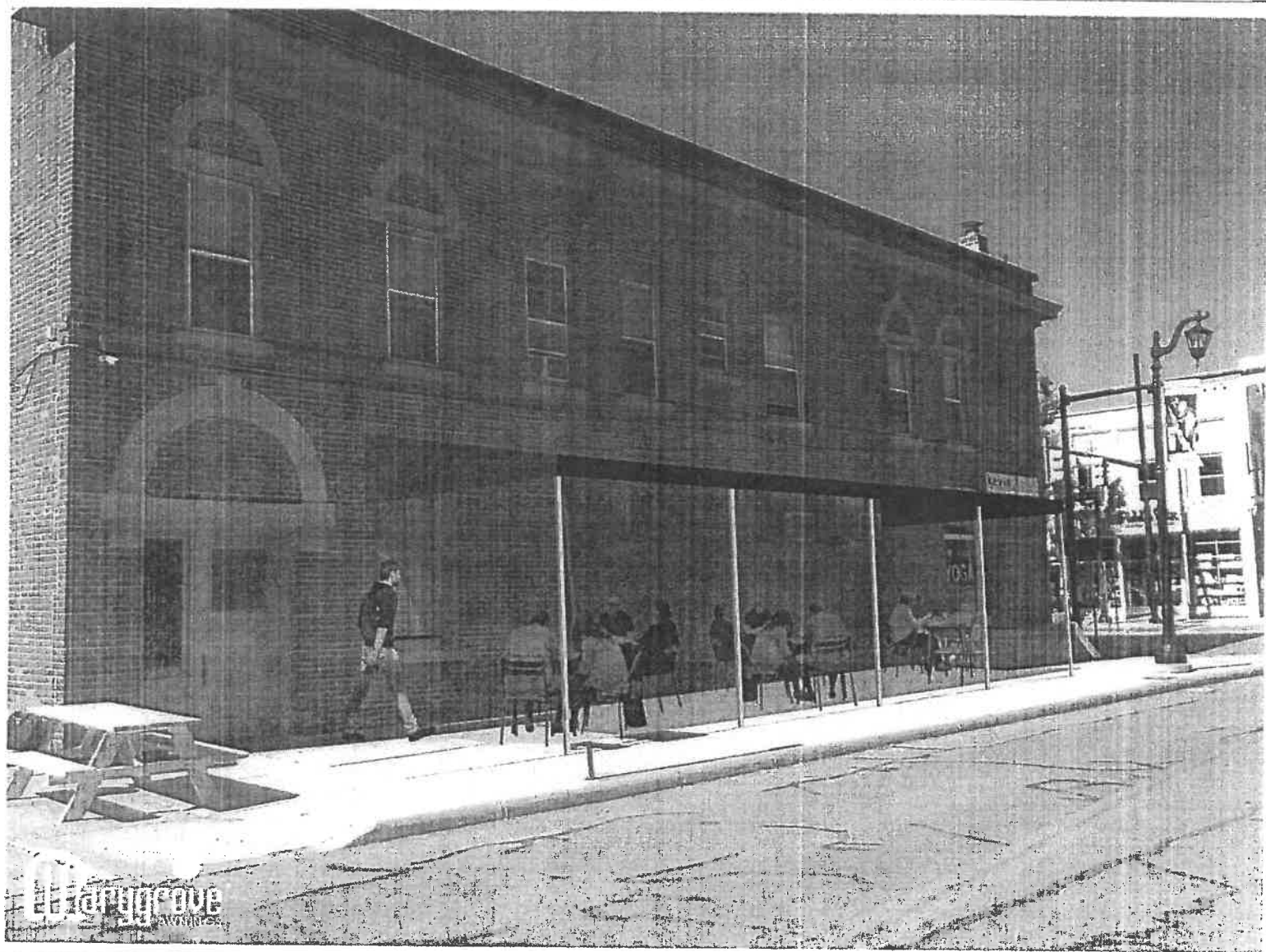
STATE OF OHIO, COUNTY OF LUCAS, ss:

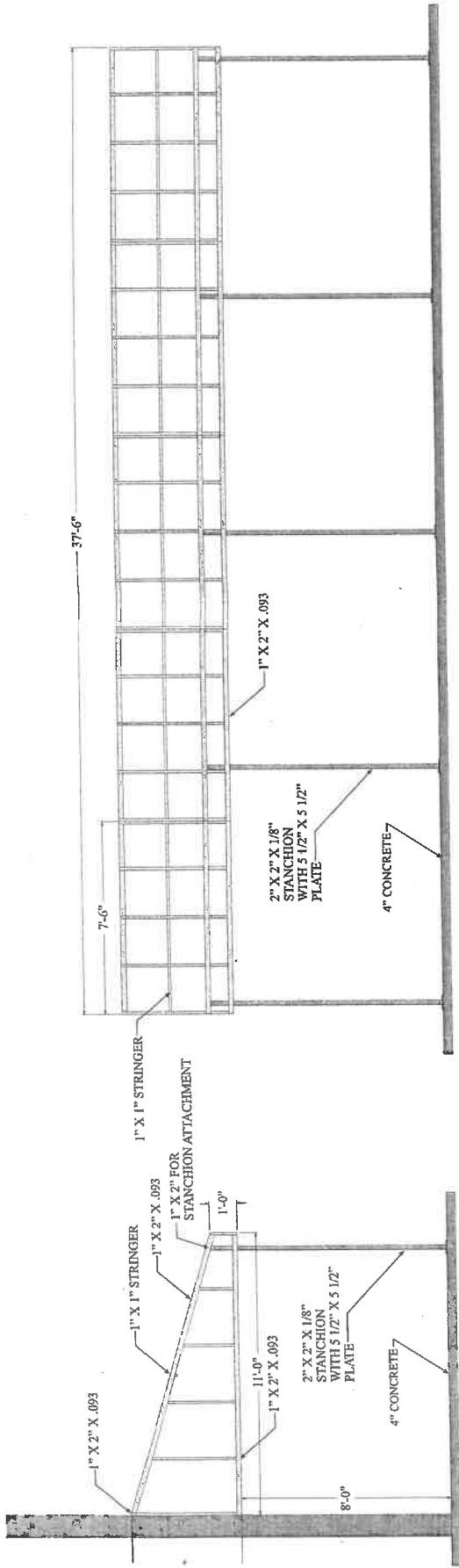
Before me appeared Mark Dallen and OWNER
as Pres and Manager of Upside Brewing who
acknowledged that the execution of this License Agreement was their free and deed, and the free
act and deed of said LLC this 8th day of August, ~~2019~~ 2020

Notary Public

This Instrument Prepared By:
Leslie B. Brinning, Director of Law
City of Sylvania
6730 Monroe St.
Sylvania, OH 43560
(419) 885-7865

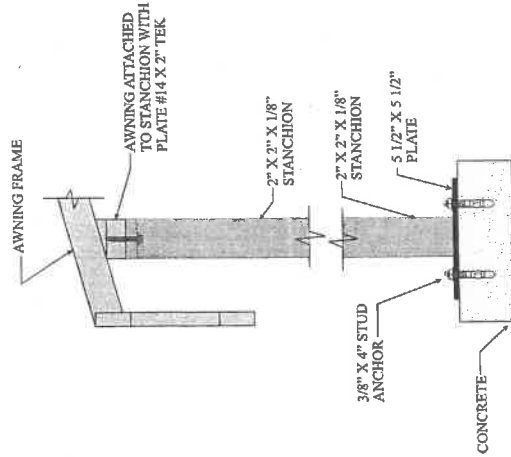
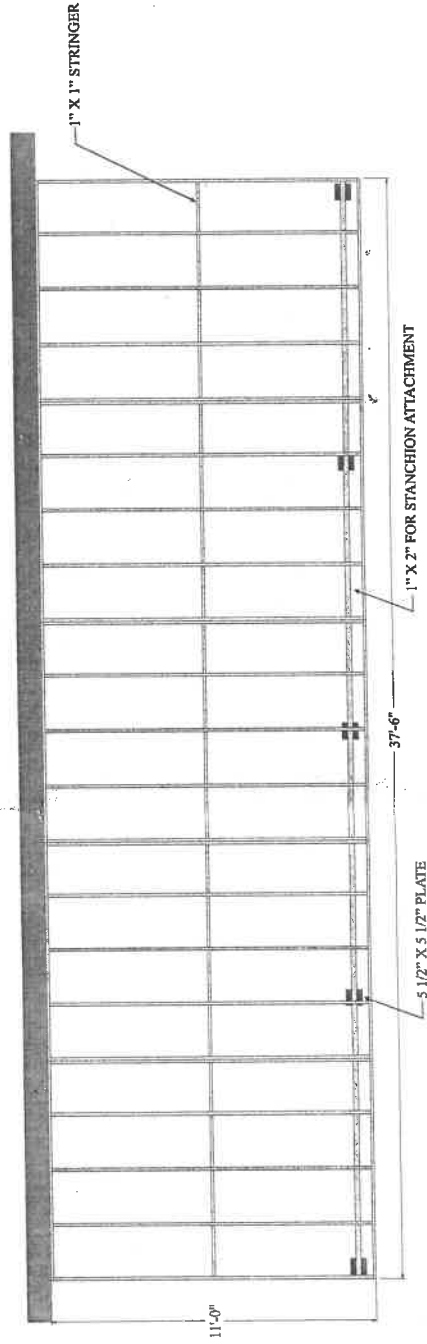




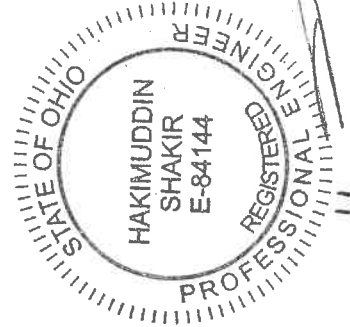


AWNIN

FRONT ELEVATION



STANCHION TO CONCRETE DETAIL



ALUMINUM
FINISH
SATIN BLACK 503Y2-6450C

Important FACTS about the Sylvania Senior Center Levy that will be on the Sylvania and Sylvania Township Ballot on November 3, 2020.

Vote for Issue X

Sylvania Senior Center Levy on November 3

FACT: This is a renewal of the current Sylvania Senior Center levy for 0.42 mills.

FACT: The annual cost to the owner of a \$100,000 home will be \$11.37 per year.

FACT: The length of the levy will be 5 years.

FACT: The Sylvania Senior Center provides services to over 3000 seniors annually including transportation to essential services, meals, educational and fitness classes and supportive services.

FACT: The Sylvania Senior Center is a community asset providing referral and support to the families of aging parents. Additionally it provides volunteer opportunities to Sylvania school students and hosts many community events throughout the year for the schools, Sylvania Recreation, SCAT and private events to name just a few.

FACT: The proposed renewal of 0.42 mills will provide:

- Transportation to grocery stores and essential services
- Home maintenance programs that provide assistance to seniors that help them to remain independent and at home
- Hundreds of opportunities weekly for seniors to remain engaged and increase their quality of life
- Information and referral services for Sylvania community families and caregivers

For more information go to: yesforsylvaniaseniors.org

For \$11.37 per year (on \$100,000 home value) you can help seniors stay independent.

SMALL COST. BIG IMPACT.

Support Sylvania's Seniors!

Paid for by: Citizens for Sylvania Senior Center, Rich MacMillan, Treasurer,
7032 Elden Dr, Sylvania, Ohio 43560

Sylvania Senior Center Participant Testimonials

These are excerpts from many e-mails and handwritten notes or letters that I have received in the past month in support of the Sylvania Senior Center. Previously these folks would have been attending the Trustee meeting but due to the circumstances wanted to send you their thoughts in writing. Julie Graf, Director 6/2/2020

"The Sylvania Senior Center has become such a big part of my life along with many other seniors in the community and makes my life much more enriched. I am proud to be a part of this very dynamic, caring, and wonderful group who always welcome new people to the center." ~Nancy Griffin

"... in Sylvania our community has always stepped up and stood by Seniors, funding our magnificent center which helps so many Seniors. I hope Sylvania, despite these dire economic times continues to support its Seniors." ~Janice Glatzer

"I'm writing to request your support for the Sylvania Senior Center levy beginning with your approval to put the levy onto the ballot....I'm a 76 year old resident of Sylvania Township. Our Senior Center provides me with many free or very inexpensive opportunities to exercise, socialize, and participate in crafts and activities other than sitting home watching TV." ~Carrol Cannon

"I want to thank you for supporting all our Senior Center levies in the past. You have carefully examined the benefits to the Sylvania Township residents and voted to approve our Levy. Township voters have agreed with you and our levies passed with comfortable margins. Township residents have been able come to the Sylvania Senior Center and participate in our many activities." ~Haynes Lee

"My husband and I have always voted to support the center tax levy even though we didn't use it. We thought it was important for seniors to have a safe place to meet others and enjoy the many activities the center offered. Then we became the seniors."

~Ann Wajer

"When I retired from full time work, I was at loose ends with a lot more free time. I started checking out options. I had no family in Ohio, Michigan or Indiana.

No church affiliation. Various long term friends had either died, moved away or were still working full time...I find myself marveling at most of the older seniors I have met at The Sylvania Senior Center. I hope to be like them as I grow older - dealing with the frailties of aging while participating in life with a great attitude." ~Deb Thach

"I would like to add my voice to all the others asking for your approval of the levy supporting our wonderful Sylvania Senior Center. The Center is a much needed and valuable asset in our area, providing many opportunities for growth and enrichment for our older citizens...These Seniors have supported this area for many years and it would be fitting for us to keep the Center open for them." ~Marcia Harpen

"I am pleased to write in support of the levy for the Sylvania Senior Center. The closure of the center due to the corona virus pandemic has made me keenly aware of how much the center means to me and to many of my friends. In a typical week, I will come to the building three or more times for such things as exercise, library books, book review group, weekly check-ups of blood pressure and blood sugar, scrabble games, etc. I consider the center and the programs it offers to be an important quality-of-life factor for life in the Sylvania area." ~Randy Currie

"Please put our Sylvania Senior Center on the upcoming ballot. This is one of the best organizations that help our seniors. This center has made a difference to our seniors giving them a place to go to meet friends, things to do, good times and helpful health fairs and exercise programs to keep them active....This center lifts the spirits of our seniors." ~Ann Shelby

Sylvania - [Security](#)

Senior - [Service](#)

Center - [Camaraderie](#) ~Julia Lewandowski

"I don't know what I would do if I didn't have my Senior Center. It has saved me many times. I have brought a new generation into our class and mixed them with my Mom's friends."

~Connie Knestrick (whose Mother was also a Senior Center Participant).

Levy Renewal 0.42 mills
Sylvania Senior Center

| | A | B | M | N | O | P | Q | S |
|----|---|---------------------------------------|------------------------------------|------------|------------|-------------|-------------|-----------------|
| 1 | | 6/2/2020 | Proj | Proj | Proj | Proj | Proj | |
| 2 | | In 2015 0.42 mils = \$500,000 | 2021 | 2022 | 2023 | 2024 | 2025 | |
| 3 | | | No New Levy Dollars - Renewal only | | | | | |
| 4 | | REVENUES | | | | | | |
| 10 | | Program Income & Other Total | \$ 66,568 | \$ 66,715 | \$ 67,783 | \$ 68,625 | \$ 69,231 | |
| 11 | | Grants & Donations | \$ 6,980 | \$ 7,050 | \$ 7,120 | \$ 7,192 | \$ 7,264 | |
| 12 | | AreaOfficeOnAging Grant | \$ 90,688 | \$ 90,688 | \$ 90,688 | \$ 90,688 | \$ 90,688 | Renewal |
| 13 | | Levy 0.42 mills - Renewal | \$ 554,539 | \$ 554,539 | \$ 554,539 | \$ 554,539 | \$ 554,539 | PerLucasAuditor |
| 14 | | Total Revenue | \$ 718,776 | \$ 718,992 | \$ 720,130 | \$ 721,044 | \$ 721,722 | on 2/20/20 |
| 16 | | | | | | | | |
| 17 | | EXPENSES - OPERATING | | | | | | |
| 24 | | Program Expenses | \$ 28,156 | \$ 28,447 | \$ 28,740 | \$ 29,037 | \$ 29,338 | |
| 31 | | Salaries & Benefits | \$ 445,567 | \$ 462,246 | \$ 479,897 | \$ 498,598 | \$ 518,437 | |
| 36 | | Hiring & Training | \$ 2,824 | \$ 2,861 | \$ 2,898 | \$ 2,936 | \$ 2,975 | |
| 49 | | Occupancy | \$ 94,491 | \$ 95,884 | \$ 97,300 | \$ 98,739 | \$ 100,201 | |
| 53 | | Vehicle Maintenance & Gasoline | \$ 4,200 | \$ 4,267 | \$ 4,334 | \$ 4,402 | \$ 4,472 | |
| 56 | | Insurance | \$ 15,512 | \$ 15,745 | \$ 15,981 | \$ 16,221 | \$ 16,464 | |
| 61 | | Supplies & Expense | \$ 13,162 | \$ 13,355 | \$ 13,550 | \$ 13,747 | \$ 13,948 | |
| 62 | | Advertising | \$ 7,466 | \$ 7,541 | \$ 7,616 | \$ 7,692 | \$ 7,769 | |
| 63 | | Contract Services | \$ 10,761 | \$ 10,868 | \$ 10,977 | \$ 11,087 | \$ 11,197 | |
| 67 | | Membership Dues & Subscriptions | \$ 2,184 | \$ 2,213 | \$ 2,242 | \$ 2,272 | \$ 2,303 | |
| 70 | | Bldg Refurbishment set-aside | \$ 13,000 | \$ 13,000 | \$ 13,000 | \$ 13,000 | \$ 13,000 | |
| 75 | | G/A General Administrative Expense | \$ 39,813 | \$ 40,411 | \$ 41,017 | \$ 41,632 | \$ 42,256 | |
| 76 | | Total Operating Expenses | \$ 677,136 | \$ 696,836 | \$ 717,552 | \$ 739,365 | \$ 762,361 | |
| 78 | | | | | | | | |
| 79 | | Net Income | \$ 41,640 | \$ 22,156 | \$ 2,578 | \$ (18,321) | \$ (40,639) | \$ 7,414 |
| 80 | | Less: Total Capital-Equip Replacement | \$ (14,858) | \$ (6,000) | \$ (6,000) | \$ (17,000) | \$ (15,000) | \$ (58,858) |
| 81 | | Total | \$ 26,782 | \$ 16,156 | \$ (3,422) | \$ (35,321) | \$ (55,639) | \$ (51,444) |
| 82 | | | | | | | | |

Levy Renewal 0.42 mills
Sylvania Senior Center

| | A | B | M | N | O | P | Q | S |
|-----|---|---|-------------------|-------------------|-------------------|-------------------|-------------------|----------------------|
| 1 | | 6/2/2020 | Proj | Proj | Proj | Proj | Proj | |
| 2 | | In 2015 0.42 mils = \$500,000 | 2021 | 2022 | 2023 | 2024 | 2025 | |
| 97 | | | | | | | | |
| 98 | | Funded from Board Designated Refurbishing Funds | | | | | | |
| 99 | | Refurbishing Schedule - Maintenance & Repair Expenses - Notes: (will be expensed, not capital) | | | | | | |
| 100 | | Parking Lot (Outside Maint) | \$ - | \$ - | | \$ 9,000 | | Expenses - Refurb S |
| 101 | | Painting-interior (Maint) | \$ - | \$ - | \$ - | \$ - | \$ 61,000 | Expenses - Refurb S |
| 102 | | Refurb Project mgr, decorator, Stevens | \$ - | \$ - | \$ 4,560 | \$ - | \$ - | Expenses - Refurb S |
| 103 | | HVAC | \$ 3,749 | \$ 3,824 | \$ 3,901 | \$ 3,979 | \$ 4,058 | Expenses - Refurb S |
| 104 | | Total Refurbishing - Maintenance & Repair Expenses | \$ 3,749 | \$ 3,824 | \$ 8,461 | \$ 12,979 | \$ 65,058 | Expenses - Refurb S |
| 105 | | | | | | | | |
| 106 | | Refurbishing Schedule - Capital Assets | | | | | | |
| 107 | | Carpet | \$ - | \$ - | \$ 61,000 | \$ - | \$ - | Capital - Refurb Sch |
| 108 | | HVAC Rooftop Units | \$ - | \$ 91,425 | \$ - | \$ - | \$ - | Capital - Refurb Sch |
| 109 | | HVAC Other - Unplanned | \$ - | \$ - | \$ - | \$ - | \$ - | Capital - Refurb Sch |
| 110 | | Total Refurbishing - Capital Assets | \$ - | \$ 91,425 | \$ 61,000 | \$ - | \$ - | Capital - Refurb Sch |
| 111 | | | | | | | | |
| 112 | | Total Refurbishing Withdrawals | \$ 3,749 | \$ 95,249 | \$ 69,461 | \$ 12,979 | \$ 65,058 | |
| 113 | | | | | | | | |
| 114 | | Other - Capital Assets | | | | | | |
| 115 | | Tech Equip-i.e. Staff Computers, Server | \$ - | \$ - | \$ - | \$ 11,000 | \$ - | Capital |
| 116 | | Tech Equip-Lab Computers | \$ 8,858 | \$ - | \$ - | \$ - | \$ 9,000 | Capital |
| 117 | | Commercial Cleaners | \$ - | \$ - | \$ - | \$ - | \$ - | Capital |
| 118 | | Capital - Vehicle (due in 2026) | \$ - | \$ - | \$ - | \$ - | \$ - | Capital |
| 119 | | Capital - Other | \$ 6,000 | \$ 6,000 | \$ 6,000 | \$ 6,000 | \$ 6,000 | Capital |
| 120 | | Total Capital-Equip Replacement | \$ 14,858 | \$ 6,000 | \$ 6,000 | \$ 17,000 | \$ 15,000 | Capital |
| 121 | | | | | | | | |
| 122 | | | | | | | | |
| 153 | | Cash on Hand on 12/31 | 2021 | 2022 | 2023 | 2024 | 2025 | |
| 154 | | Board Restricted Refurbishing | \$ 496,618 | \$ 420,245 | \$ 369,844 | \$ 375,867 | \$ 329,497 | |
| 155 | | Board Restricted Operating | \$ 96,325 | \$ 106,604 | \$ 97,122 | \$ 55,801 | \$ (5,527) | |
| 156 | | Total | \$ 592,942 | \$ 526,850 | \$ 466,967 | \$ 431,667 | \$ 323,970 | |



DEPARTMENT OF PUBLIC SERVICE

KEVIN G. ALLER, PE DIRECTOR

9a

August 17, 2020

To: The Mayor and Members of Sylvania City Council

Re: **Cushman Road Improvements Project**
Temporary Construction Easements – 5684, 5744, 5906, 6018, & 6030 Cushman Road

Dear Mr. Mayor and Council Members:

The construction plans for the Cushman Road Improvements Project are nearing completion. One of the goals of the project is to reestablish and reprofile the front yard drainage swales. This work includes flatter and more gradual side slopes to ease property maintenance.

In order to accommodate the improvement the Service Department needs to obtain temporary construction easements from 25 parcels as this work does not completely fall within the existing right-of-way. The easements allow the City to right to enter and construct the swales on private property during construction. In addition, some of these easement areas require additional vegetation removals beyond the right-of-way. Our Parks & Forestry Department has conducted tree appraisals on these removals and have determined compensation values based on species and size.

We met with the following property owners to discuss the improvements and have come to an agreement to compensate each owner for the easements and/or tree removals as follows:

- 5684 Cushman Road – Mr. Graham Scott, \$166
- 5744 Cushman Road – Mr. Jason Nowicki, \$121
- 5906 Cushman Road – Mr. Gary Romp, \$4,886
- 6018 & 6030 Cushman Road – Mr. & Mrs. Howard Brown, \$412 (6018) & \$2,257 (6030)

Procurement of these easements are known project expenses and were included within the project budget. We request approval of the attached easements and authorization of payment.

Sincerely,

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

ORDINANCE NO. 49 -2020

**ACCEPTING A TEMPORARY CONSTRUCTION EASEMENT FROM
HOWARD R. AND CAROLYN L. BROWN FOR THE IMPROVEMENT
OF CUSHMAN ROAD; DEDICATING THE TEMPORARY EASEMENT
FOR PUBLIC PURPOSES; APPROPRIATING FUNDS THEREFORE;
AND DECLARING AN EMERGENCY.**

WHEREAS, plans for the improvement of Cushman Road in the City of Sylvania, Ohio have been completed; and,

WHEREAS, the project includes re-establishing and re-profiling the front yard drainage swales including flatter and more gradual side slopes to ease property maintenance; and,

WHEREAS, Mr. and Mrs. Howard Brown are entitled to receive payment of just compensation representing the fair market value of the temporary easement after an appraisal of those rights and they have executed and delivered a grant of temporary easement to this City for which they will be paid the sum of Four Hundred Twelve Dollars (\$412.00), a copy of which grant of temporary easement is attached hereto as "Exhibit A"; and,

WHEREAS, said grant of temporary easement is presented to this Council for acceptance and for appropriation of funds and authorization of payment thereof to the Grantor.

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

SECTION 1. That the temporary easement as to executed and tendered as described on "Exhibit A" be, and the same hereby is, accepted from Howard R. and Carolyn L. Brown, the grantors therein.

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

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

records of this City.

SECTION 4. That, to provide funds for payment to the Grantors of said temporary easement hereby accepted, there is hereby appropriated from the **WATER FUND**, from funds therein not heretofore appropriated, to **Account No. 701-7525-53501 – Utility Improvements**, the sum of Four Hundred Twelve Dollars (\$412.00).

SECTION 5. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and 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 6. That the Clerk of Council is hereby directed to post a copy of this Ordinance in the Office of the Clerk of Council in the Municipal Building pursuant to ARTICLE III, Section 12, of the Charter of this City.

SECTION 7. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the improvement of Cushman Road should proceed as soon as possible and accordingly the acquisition of the necessary temporary easements should proceed forthwith and therefore this Ordinance should be effective immediately. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

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

Passed, _____, 2020, as an emergency measure.

ATTEST:

President of Council
APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

TEMPORARY EASEMENT FOR CONSTRUCTION PURPOSES

KNOW ALL MEN BY THESE PRESENTS:

That **Howard R. Brown and Carolyn L. Brown**, the Grantors, in consideration of four hundred twelve dollars (\$412), to them paid by the **City of Sylvania**, the Grantee, do hereby grant a temporary easement for a period of twelve (12) months to the said Grantee, its duly authorized agents or contractors, the proprietary right to enter, move material and operate the equipment essential to the construction of the Cushman Road Improvements Project, in, on, over and through the real estate in the City of Sylvania, Lucas County, Ohio, and legally described, Exhibit A, and drawn, Exhibit B as attached.

TO HAVE AND TO HOLD the same to said Grantee, its duly authorized agents or contractors, the proprietary right to enter upon and use the land above described, during the period beginning with the breaking of ground for the construction on the referenced improvement project and terminating when the completed work has been fully accepted by the City of Sylvania, or twelve (12) months from the date of entry on the subject easement area, whichever occurs first.

During construction, the said Grantee shall furnish reasonable access across the easement when such easement divides the property or the Grantors from the public roadway providing access thereto. Said Grantee shall provide that the easement area shall be restored to a condition similar to what exists prior to the commencement of construction, subject to the project construction plans.

The Grantors hereby covenant that they are the true and lawful Owners of said premises and is well seized of the same, and have good right and full power to bargain, sell and convey the same in the manner aforesaid.

IN WITNESS WHEREOF, the Grantors, **Howard R. Brown and Carolyn L. Brown**,
have hereunto set their hands this 15th day of JULY, 2020.

Howard R. Brown
Howard R. Brown

Carolyn L. Brown
Carolyn L. Brown

STATE OF OHIO

}SS

COUNTY OF LUCAS,

Before me, a Notary Public, in and for said County and State, personally appeared Howard R. Brown and Carolyn L. Brown, who acknowledged the signing thereof to be their voluntary act and deed for the purpose therein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

Notary Public Nicole L. Robbins



NICOLE L. ROBBINS
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Lucas County
My Comm. Exp. 10/27/2021

City of Sylvania, Ohio

By: _____
Craig. A. Stough, Mayor

By: _____
Toby Schroyer, Director of Finance

Approved:

Leslie B. Brining, Director of Law

EXHIBIT A

**TEMPORARY EASEMENT FOR THE PURPOSE OF PERFORMING THE WORK NECESSARY TO
INSTALL A WATER LINE AND GRADE THE AREA FOR 12 MONTHS FROM THE DATE OF ENTRY
BY THE CITY OF SYLVANIA**

Situated in the State of Ohio, County of Lucas, City of Sylvania, Southeast Quarter of Section 3, Town 9 South, Range 6 East, being part of a 0.648 acre tract of land conveyed to Howard R. Brown and Carolyn L. Brown, by deed recorded in Instrument Number 201409030035589 in the deed records of the Lucas County Recorder's Office and being part of Lot 161 in Haverford Subdivision as recorded in Volume 31, Pages 37 & 38, Lucas County Book of Plats of the Lucas County Recorder's Office and being more particularly described as follows:

Commencing at an iron pin found in the centerline of Right-of-Way of Cushman Road, said monument also being at Station 33+86.97 in the construction plans for the Cushman Road Improvements Project on file with the City of Sylvania;

Thence South 01°09'44" East a distance of 129.40' on the centerline of Right-of-Way of Cushman Road to a point, said point also being at Station 32+57.57;

Thence North 88°50'16" East a distance of 25.00' to the existing east Right-of-Way line of Cushman Road, said point being at the northwest corner of said Lot 161, said point also being at the southwest corner of Lot 162 of said Haverford Subdivision, said point also being 25.00' right of Station 32+57.57 and being the **TRUE POINT OF BEGINNING**;

Thence continuing North 88°50'16" East along the northerly line of said Lot 161, a distance of 15.00' to a point, said point also being 40.00' right of Station 32+57.57;

Thence South 01°09'44" East a distance of 112.00' to a point on the said grantor's south property line and south line of said Lot 161, said point also being on the north line of Lot 160 of said Haverford Subdivision, said point also being on the north property line of a parcel of land conveyed to Marving Real Estate, LLC, by deed recorded in Instrument Number 201703020009089 in the deed records of the Lucas County Recorder's Office, said point also being 40.00' right of station 31+45.57;

Thence South 88°50'16" West along the south line of said Lot 161, a distance of 15.00' to the existing east Right-of-Way line of Cushman Road, said point also being 25.00' right of station 31+45.57;

Thence North 01°09'44" West along the east Right-of-Way line of Cushman Road, a distance of 112.00' to the **TRUE POINT OF BEGINNING**.

Said Temporary Easement contains 0.039 acres of land, more or less, and is subject to all legal highways and easements of record.

Bearings used herein are based on an assumed meridian and are for the express purpose of showing angular measurement only.

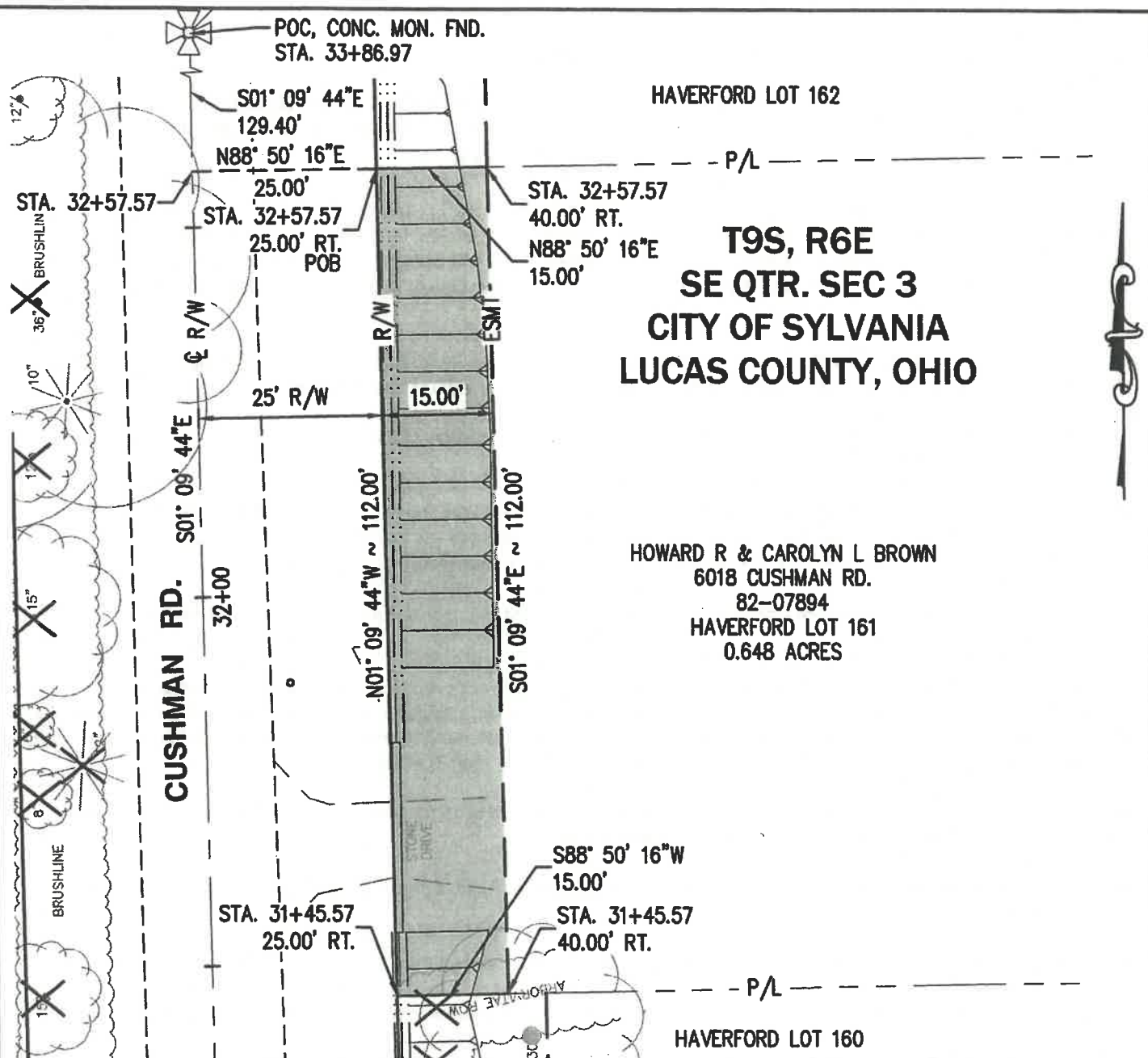
The above described area is contained within Lucas County Auditor's tax district parcel number 82-07894.

This description was prepared by Gregory L. Boudouris, Registered Surveyor 8083 in the State of Ohio.

Gregory L. Boudouris — 5/18/2020

Gregory L. Boudouris
Registered Surveyor of Ohio: No. 8083





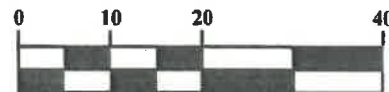
BASIS OF BEARINGS:
THE BASIS OF BEARINGS USED HEREON ARE BASED ON AN ASSUMED MERIDIAN AND ARE FOR THE EXPRESS PURPOSE OF SHOWING ANGULAR MEASUREMENT.

CERTIFICATION:
I HEREBY CERTIFY THAT THE FOREGOING WAS PREPARED FROM RECORDS AND SURVEY DATA PROVIDED BY THE CITY OF SYLVANIA, THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, CORRECTLY SHOWS THE LOCATION OF THE BOUNDARIES.

Gregory L. Boudouris
GREGORY L. BOUDOURIS, P.E., P.S.
PROFESSIONAL SURVEYOR NO. 8083

TEMPORARY EASEMENT
(0.039 ACRES)

GRAPHIC SCALE



1 inch = 20 feet

| |
|-----------------------|
| SCALE: 1" = 20' |
| JOB NUMBER: 28-26 |
| DRAWING DATE: 5-15-20 |
| DRAWN BY: RGS |
| EXHIBIT: B |



ESA
Engineers, Surveyors & Associates, LLC
5353 Secor Rd., Toledo, Ohio, 43623 Phone (419) 475-9445

EXHIBIT "B"
TEMPORARY EASEMENT
FOR 6018 CUSHMAN RD.
CUSHMAN ROAD IMPROVEMENTS

ORDINANCE NO. 50 -2020

**ACCEPTING A TEMPORARY CONSTRUCTION EASEMENT FROM
HOWARD R. AND CAROLYN L. BROWN FOR THE IMPROVEMENT
OF CUSHMAN ROAD; DEDICATING THE TEMPORARY EASEMENT
FOR PUBLIC PURPOSES; APPROPRIATING FUNDS THEREFORE;
AND DECLARING AN EMERGENCY.**

WHEREAS, plans for the improvement of Cushman Road in the City of Sylvania, Ohio have been completed; and,

WHEREAS, the project includes re-establishing and re-profiling the front yard drainage swales including flatter and more gradual side slopes to ease property maintenance; and,

WHEREAS, Mr. and Mrs. Howard Brown are entitled to receive payment of just compensation representing the fair market value of the temporary easement after an appraisal of those rights and they have executed and delivered a grant of temporary easement to this City for which they will be paid the sum of Two Thousand Two Hundred Fifty-Seven Dollars (\$2,257.00), a copy of which grant of temporary easement is attached hereto as "Exhibit A"; and,

WHEREAS, said grant of temporary easement is presented to this Council for acceptance and for appropriation of funds and authorization of payment thereof to the Grantor.

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

SECTION 1. That the temporary easement as to executed and tendered as described on "Exhibit A" be, and the same hereby is, accepted from Howard R. and Carolyn L. Brown, the grantors therein.

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

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

records of this City.

SECTION 4. That, to provide funds for payment to the Grantors of said temporary easement hereby accepted, there is hereby appropriated from the **WATER FUND**, from funds therein not heretofore appropriated, to **Account No. 701-7525-53501 – Utility Improvements**, the sum of Two Thousand Two Hundred Fifty-Seven Dollars (\$2,257.00).

SECTION 5. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and 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 6. That the Clerk of Council is hereby directed to post a copy of this Ordinance in the Office of the Clerk of Council in the Municipal Building pursuant to ARTICLE III, Section 12, of the Charter of this City.

SECTION 7. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the improvement of Cushman Road should proceed as soon as possible and accordingly the acquisition of the necessary temporary easements should proceed forthwith and therefore this Ordinance should be effective immediately. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

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

Passed, _____, 2020, as an emergency measure.

ATTEST:

President of Council
APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

TEMPORARY EASEMENT FOR CONSTRUCTION PURPOSES

KNOW ALL MEN BY THESE PRESENTS:

That **Howard R. Brown and Carolyn L. Brown**, the Grantors, in consideration of two thousand two hundred fifty-seven dollars (\$2,257), to them paid by the **City of Sylvania**, the Grantee, do hereby grant a temporary easement for a period of twelve (12) months to the said Grantee, its duly authorized agents or contractors, the proprietary right to enter, move material and operate the equipment essential to the construction of the Cushman Road Improvements Project, in, on, over and through the real estate in the City of Sylvania, Lucas County, Ohio, and legally described, Exhibit A, and drawn, Exhibit B as attached.

TO HAVE AND TO HOLD the same to said Grantee, its duly authorized agents or contractors, the proprietary right to enter upon and use the land above described, during the period beginning with the breaking of ground for the construction on the referenced improvement project and terminating when the completed work has been fully accepted by the City of Sylvania, or twelve (12) months from the date of entry on the subject easement area, whichever occurs first.

During construction, the said Grantee shall furnish reasonable access across the easement when such easement divides the property or the Grantors from the public roadway providing access thereto. Said Grantee shall provide that the easement area shall be restored to a condition similar to what exists prior to the commencement of construction, subject to the project construction plans.

The Grantors hereby covenant that they are the true and lawful Owners of said premises and is well seized of the same, and have good right and full power to bargain, sell and convey the same in the manner aforesaid.

IN WITNESS WHEREOF, the Grantors, **Howard R. Brown and Carolyn L. Brown,**
have hereunto set their hands this 15th day of JULY, 2020.

Howard R. Brown
Howard R. Brown

Carolyn L. Brown
Carolyn L. Brown

STATE OF OHIO

}SS

COUNTY OF LUCAS,

Before me, a Notary Public, in and for said County and State, personally appeared Howard R. Brown and Carolyn L. Brown, who acknowledged the signing thereof to be their voluntary act and deed for the purpose therein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.



Notary Public Nicole L. Robbins

City of Sylvania, Ohio

By: Craig A. Stough, Mayor

By: Toby Schroyer, Director of Finance

Approved:

Leslie B. Brining, Director of Law

EXHIBIT A

**TEMPORARY EASEMENT FOR THE PURPOSE OF PERFORMING THE WORK NECESSARY TO
INSTALL A WATER LINE AND GRADE THE AREA FOR 12 MONTHS FROM THE DATE OF ENTRY
BY THE CITY OF SYLVANIA**

Situated in the State of Ohio, County of Lucas, City of Sylvania, Southeast Quarter of Section 3, Town 9 South, Range 6 East, being part of a 0.648 acre tract of land conveyed to Howard R. Brown and Carolyn L. Brown, by deed recorded in Instrument Number 201409030035589 in the deed records of the Lucas County Recorder's Office and being part of Lot 162 in Haverford Subdivision as recorded in Volume 31, Pages 37 & 38, Lucas County Book of Plats of the Lucas County Recorder's Office and being more particularly described as follows:

Commencing at an iron pin found in the centerline of Right-of-Way of Cushman Road, said monument also being at Station 33+86.97 in the construction plans for the Cushman Road Improvements Project on file with the City of Sylvania;

Thence South 01°09'44" East a distance of 17.40' on the centerline of Right-of-Way of Cushman Road to a point, said point also being at Station 33+69.57;

Thence North 88°50'16" East a distance of 25.00' to the existing east Right-of-Way line of Cushman Road, said point being at the northwest corner of said Lot 162, said point also being at the southwest corner of Lot 19 of Hickery Acres Subdivision as recorded in Volume 128, Pages 25-27 in the Plat Records of the Lucas County Recorder's Office, said point also being 25.00' right of Station 33+69.57 and being the **TRUE POINT OF BEGINNING**;

Thence continuing North 88°50'16" East along the northerly line of said Lot 162, a distance of 15.00' to a point, said point also being 40.00' right of Station 33+69.57;

Thence South 01°09'44" East a distance of 112.00' to a point on the said grantor's south property line and south line of said Lot 162, said point also being on the north line of Lot 161 of said Haverford Subdivision, said point also being on the north property line of a parcel of land conveyed to Howard R. Brown and Carolyn L. Brown, by deed recorded in Instrument Number 201409030035589 in the deed records of the Lucas County Recorder's Office, said point also being 40.00' right of station 32+57.57;

Thence South 88°50'16" West along the south line of said Lot 162, a distance of 15.00' to the existing east Right-of-Way line of Cushman Road, said point also being 25.00' right of station 32+57.57;

Thence North 01°09'44" West along the east Right-of-Way line of Cushman Road, a distance of 112.00' to the **TRUE POINT OF BEGINNING**.

Said Temporary Easement contains 0.039 acres of land, more or less, and is subject to all legal highways and easements of record.

Bearings used herein are based on an assumed meridian and are for the express purpose of showing angular measurement only.

The above described area is contained within Lucas County Auditor's tax district parcel number 82-07901.

This description was prepared by Gregory L. Boudouris, Registered Surveyor 8083 in the State of Ohio.

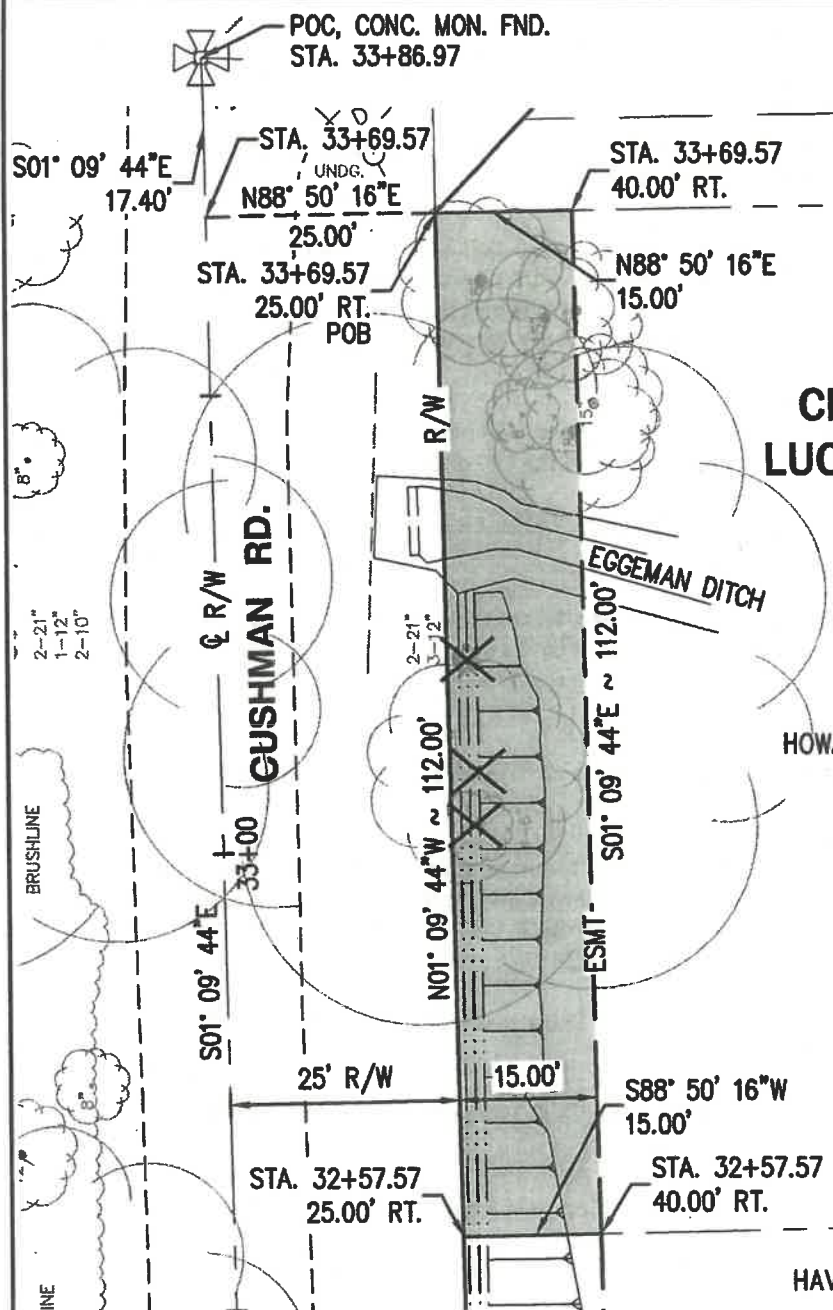
Gregory L. Boudouris 5/18/2020

Gregory L. Boudouris
Registered Surveyor of Ohio: No. 8083



**T9S, R6E
SE QTR. SEC 3
CITY OF SYLVANIA
LUCAS COUNTY, OHIO**

HOWARD R & CAROLYN L BROWN
6030 CUSHMAN RD.
82-07901
HAVERFORD LOT 162
0.648 ACRES



BASIS OF BEARINGS:
THE BASIS OF BEARINGS USED HEREON ARE BASED ON AN ASSUMED MERIDIAN AND ARE FOR THE EXPRESS PURPOSE OF SHOWING ANGULAR MEASUREMENT.

CERTIFICATION:
I HEREBY CERTIFY THAT THE FOREGOING WAS PREPARED FROM RECORDS AND SURVEY DATA PROVIDED BY THE CITY OF SYLVANIA, THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, CORRECTLY SHOWS THE LOCATION OF THE BOUNDARIES.

Gregory L. Boudouris - 5/18/2020

GREGORY L. BOUDOURIS, P.E., P.S.
PROFESSIONAL SURVEYOR NO. 8083

TEMPORARY EASEMENT (0.039 ACRES)
GRAPHIC SCALE



1 inch = 20 feet

SCALE: 1" = 20'

JOB NUMBER: 28-26

DRAWING DATE: 5-15-20

DRAWN BY: RGS

EXHIBIT: B

EXHIBIT "B"
TEMPORARY EASEMENT
FOR 6030 CUSHMAN RD.

CUSHMAN ROAD IMPROVEMENTS



ESA

Engineers, Surveyors & Associates, LLC
5363 Secor Rd., Toledo, Ohio, 43623 Phone (419) 476-9445

ORDINANCE NO. 51 -2020**ACCEPTING A TEMPORARY CONSTRUCTION EASEMENT FROM JASON W. NOWICKI FOR THE IMPROVEMENT OF CUSHMAN ROAD; DEDICATING THE TEMPORARY EASEMENT FOR PUBLIC PURPOSES; APPROPRIATING FUNDS THEREFORE; AND DECLARING AN EMERGENCY.**

WHEREAS, plans for the improvement of Cushman Road in the City of Sylvania, Ohio have been completed; and,

WHEREAS, the project includes re-establishing and re-profiling the front yard drainage swales including flatter and more gradual side slopes to ease property maintenance; and,

WHEREAS, Mr. Jason Nowicki is entitled to receive payment of just compensation representing the fair market value of the temporary easement after an appraisal of those rights and they have executed and delivered a grant of temporary easement to this City for which they will be paid the sum of One Hundred Twenty-One Dollars (\$121.00), a copy of which grant of temporary easement is attached hereto as "Exhibit A"; and,

WHEREAS, said grant of temporary easement is presented to this Council for acceptance and for appropriation of funds and authorization of payment thereof to the Grantor.

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

SECTION 1. That the temporary easement as to executed and tendered as described on "Exhibit A" be, and the same hereby is, accepted from Jason Nowicki, the grantor therein.

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

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

SECTION 4. That, to provide funds for payment to the Grantors of said temporary easement hereby accepted, there is hereby appropriated from the **WATER FUND**, from funds therein not heretofore appropriated, to **Account No. 701-7525-53501 – Utility Improvements**, the sum of One Hundred Twenty-One Dollars (\$121.00).

SECTION 5. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and 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 6. That the Clerk of Council is hereby directed to post a copy of this Ordinance in the Office of the Clerk of Council in the Municipal Building pursuant to ARTICLE III, Section 12, of the Charter of this City.

SECTION 7. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the improvement of Cushman Road should proceed as soon as possible and accordingly the acquisition of the necessary temporary easements should proceed forthwith and therefore this Ordinance should be effective immediately. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

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

Passed, _____, 2020, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

TEMPORARY EASEMENT FOR CONSTRUCTION PURPOSES

KNOW ALL MEN BY THESE PRESENTS:

That **Jason W. Nowicki**, the Grantor, in consideration of one hundred twenty-one dollars (\$121), to him paid by the **City of Sylvania**, the Grantee, do hereby grant a temporary easement for a period of twelve (12) months to the said Grantee, its duly authorized agents or contractors, the proprietary right to enter, move material and operate the equipment essential to the construction of the Cushman Road Improvements Project, in, on, over and through the real estate in the City of Sylvania, Lucas County, Ohio, and legally described, Exhibit A, and drawn, Exhibit B as attached.

TO HAVE AND TO HOLD the same to said Grantee, its duly authorized agents or contractors, the proprietary right to enter upon and use the land above described, during the period beginning with the breaking of ground for the construction on the referenced improvement project and terminating when the completed work has been fully accepted by the City of Sylvania, or twelve (12) months from the date of entry on the subject easement area, whichever occurs first.

During construction, the said Grantee shall furnish reasonable access across the easement when such easement divides the property or the Grantor from the public roadway providing access thereto. Said Grantee shall provide that the easement area shall be restored to a condition similar to what exists prior to the commencement of construction, subject to the project construction plans.

The Grantor hereby covenants that he is the true and lawful Owner of said premises and is well seized of the same, and have good right and full power to bargain, sell and convey the same in the manner aforesaid.

IN WITNESS WHEREOF, the Grantor, **Jason W. Nowicki**, has hereunto set his hand
this 20 day of July, 2020.


Jason W. Nowicki

STATE OF OHIO

}SS

COUNTY OF LUCAS,

Before me, a Notary Public, in and for said County and State, personally appeared Jason W. Nowicki, who acknowledged the signing thereof to be his voluntary act and deed for the purpose therein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

Notary Public 



DAVID FRANCE
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Lucas County
My Comm. Exp. 2/10/2021

City of Sylvania, Ohio

By: _____
Craig A. Stough, Mayor

By: _____
Toby Schroyer, Director of Finance

Approved:

Leslie B. Brining, Director of Law

EXHIBIT A

**TEMPORARY EASEMENT FOR THE PURPOSE OF PERFORMING THE WORK NECESSARY TO
INSTALL A WATER LINE AND GRADE THE AREA FOR 12 MONTHS FROM THE DATE OF ENTRY
BY THE CITY OF SYLVANIA**

Situated in the State of Ohio, County of Lucas, City of Sylvania, Northeast Quarter of Section 10, Town 9 South, Range 6 East, being part of a 0.275 acre tract of land conveyed to Jason W. Nowicki, by deed recorded in Instrument Number 201907120026893 in the deed records of the Lucas County Recorder's Office and being part of Lot 23 & the North 10 feet of Lot 22, in Haverford Subdivision as recorded in Volume 31, Pages 37 & 38, Lucas County Book of Plats of the Lucas County Recorder's Office and being more particularly described as follows:

Commencing at an iron pin found in the centerline of Right-of-Way of Cushman Road, said monument also being at Station 33+86.97 in the construction plans for the Cushman Road Improvements Project on file with the City of Sylvania;

Thence South 01°09'44" East a distance of 1858.28' on the centerline of Right-of-Way of Cushman Road to a point, said point also being at Station 15+28.69;

Thence South 06°50'55" East a distance of 50.39' on the centerline of Right-of-Way of Cushman Road to a point also being at Station 14+78.30;

Thence North 83°13'38" East a distance of 25.00' to the existing east Right-of-Way line of Cushman Road, said point being at the northwest corner of said Lot 23 & the north 10 feet of Lot 22, said point also being at the southwest corner of Lot 24 of said Haverford Subdivision, said point also being 25.00' right of Station 14+78.30 and being the **TRUE POINT OF BEGINNING**;

Thence continuing North 89°24'51" East along the northerly line of said Lot 23 & the North 10 feet of Lot 22, a distance of 5.03' to a point, said point also being 30.00' right of Station 14+77.71;

Thence South 06°50'55" East a distance of 51.72' to a point on the said grantor's south property line and south line of said Lot 23 & the north 10 feet of Lot 22, said point also being on the north line of Lot 21 & the south 40 feet of lot 22, of said Haverford Subdivision, said point also being on the north property line of a parcel of land conveyed to Linda J. Brant, by deed recorded in Instrument Number 198808260562250 in the deed records of the Lucas County Recorder's Office, said point also being 30.00' right of station 14+26.00;

Thence South 88°50'16" West along the south line of said Lot 23 & the North 10 feet of Lot 22, a distance of 5.02' to the existing east Right-of-Way line of Cushman Road, said point also being 25.00' right of station 14+26.49;

Thence North 06°50'55" West along the east Right-of-Way line of Cushman Road, a distance of 51.77' to the **TRUE POINT OF BEGINNING**.

Said Temporary Easement contains 0.006 acres of land, more or less, and is subject to all legal highways and easements of record.

Bearings used herein are based on an assumed meridian and are for the express purpose of showing angular measurement only.

The above described area is contained within Lucas County Auditor's tax district parcel number 82-07134.

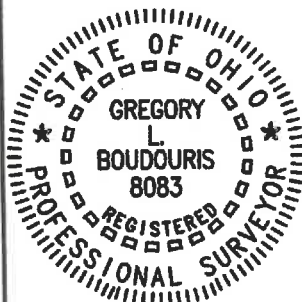
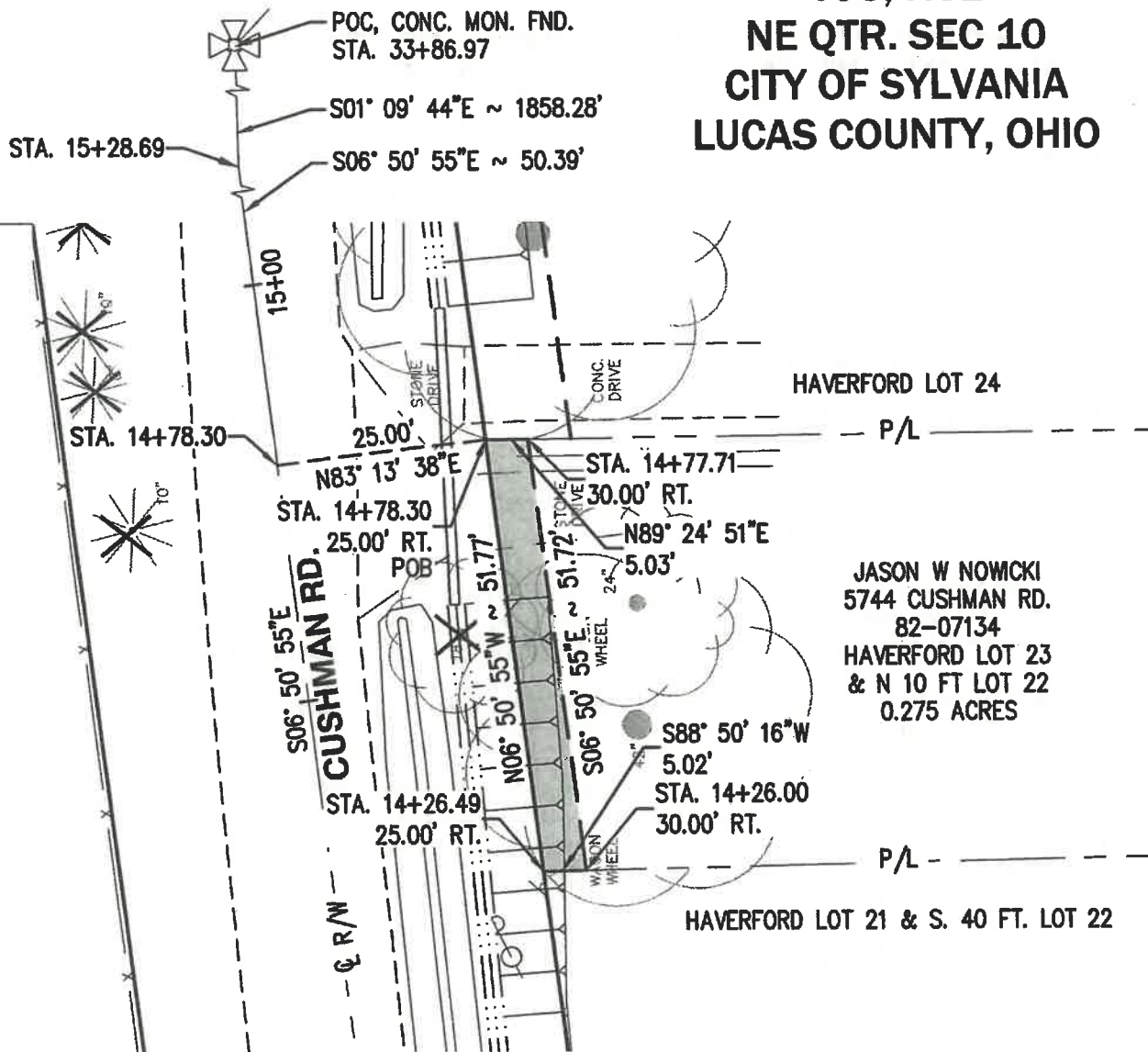
This description was prepared by Gregory L. Boudouris, Registered Surveyor 8083 in the State of Ohio.

Gregory L. Boudouris 5/18/2020

Gregory L. Boudouris
Registered Surveyor of Ohio: No. 8083



**T9S, R6E
NE QTR. SEC 10
CITY OF SYLVANIA
LUCAS COUNTY, OHIO**



BASIS OF BEARINGS:
THE BASIS OF BEARINGS USED HEREON ARE BASED ON AN ASSUMED MERIDIAN AND ARE FOR THE EXPRESS PURPOSE OF SHOWING ANGULAR MEASUREMENT.

CERTIFICATION:
I HEREBY CERTIFY THAT THE FOREGOING WAS PREPARED FROM RECORDS AND SURVEY DATA PROVIDED BY THE CITY OF SYLVANIA, THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, CORRECTLY SHOWS THE LOCATION OF THE BOUNDARIES.

Gregory L. Boudouris 5/18/2020
GREGORY L. BOUDOURIS, P.E., P.S.
PROFESSIONAL SURVEYOR NO. 8083

 **TEMPORARY EASEMENT**
(0.006 ACRES)

GRAPHIC SCALE



1 inch = 20 feet

| |
|-----------------------|
| SCALE: 1" = 20' |
| JOB NUMBER: 28-26 |
| DRAWING DATE: 5-15-20 |
| DRAWN BY: RGS |
| EXHIBIT: B |

ESA

Engineers, Surveyors & Associates, LLC
5353 Secor Rd., Toledo, Ohio, 43623 Phone (419) 478-9445

EXHIBIT "B"
TEMPORARY EASEMENT
FOR 5744 CUSHMAN RD.
CUSHMAN ROAD IMPROVEMENTS

ORDINANCE NO. 52 -2020**ACCEPTING A TEMPORARY CONSTRUCTION EASEMENT FROM
GARY ROMP FOR THE IMPROVEMENT OF CUSHMAN ROAD;
DEDICATING THE TEMPORARY EASEMENT FOR PUBLIC
PURPOSES; APPROPRIATING FUNDS THEREFORE; AND
DECLARING AN EMERGENCY.**

WHEREAS, plans for the improvement of Cushman Road in the City of Sylvania, Ohio have been completed; and,

WHEREAS, the project includes re-establishing and re-profiling the front yard drainage swales including flatter and more gradual side slopes to ease property maintenance; and,

WHEREAS, Mr. Gary Romp is entitled to receive payment of just compensation representing the fair market value of the temporary easement after an appraisal of those rights and they have executed and delivered a grant of temporary easement to this City for which they will be paid the sum of Four Thousand Eight Hundred Eighty-Six Dollars (\$4,886.00), a copy of which grant of temporary easement is attached hereto as "Exhibit A"; and,

WHEREAS, said grant of temporary easement is presented to this Council for acceptance and for appropriation of funds and authorization of payment thereof to the Grantor.

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

SECTION 1. That the temporary easement as to executed and tendered as described on "Exhibit A" be, and the same hereby is, accepted from Gary Romp, the grantor therein.

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

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

SECTION 4. That, to provide funds for payment to the Grantors of said temporary easement hereby accepted, there is hereby appropriated from the **WATER FUND**, from funds therein not heretofore appropriated, to **Account No. 701-7525-53501 – Utility Improvements**, the sum of Four Thousand Eight Hundred Eighty-Six Dollars (\$4,886.00).

SECTION 5. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and 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 6. That the Clerk of Council is hereby directed to post a copy of this Ordinance in the Office of the Clerk of Council in the Municipal Building pursuant to ARTICLE III, Section 12, of the Charter of this City.

SECTION 7. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the improvement of Cushman Road should proceed as soon as possible and accordingly the acquisition of the necessary temporary easements should proceed forthwith and therefore this Ordinance should be effective immediately. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

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

Passed, _____, 2020, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

TEMPORARY EASEMENT FOR CONSTRUCTION PURPOSES

KNOW ALL MEN BY THESE PRESENTS:

That **Gary W. Romp**, the Grantor, in consideration of four thousand eight hundred eight-six dollars (\$4,886), to him paid by the **City of Sylvania**, the Grantee, do hereby grant a temporary easement for a period of twelve (12) months to the said Grantee, its duly authorized agents or contractors, the proprietary right to enter, move material and operate the equipment essential to the construction of the Cushman Road Improvements Project, in, on, over and through the real estate in the City of Sylvania, Lucas County, Ohio, and legally described, Exhibit A, and drawn, Exhibit B as attached.

TO HAVE AND TO HOLD the same to said Grantee, its duly authorized agents or contractors, the proprietary right to enter upon and use the land above described, during the period beginning with the breaking of ground for the construction on the referenced improvement project and terminating when the completed work has been fully accepted by the City of Sylvania, or twelve (12) months from the date of entry on the subject easement area, whichever occurs first.

During construction, the said Grantee shall furnish reasonable access across the easement when such easement divides the property or the Grantor from the public roadway providing access thereto. Said Grantee shall provide that the easement area shall be restored to a condition similar to what exists prior to the commencement of construction, subject to the project construction plans.

The Grantor hereby covenants that he is the true and lawful Owner of said premises and is well seized of the same, and have good right and full power to bargain, sell and convey the same in the manner aforesaid.

IN WITNESS WHEREOF, the Grantor, **Gary W. Romp**, has hereunto set his hand this

21st day of JULY, 2020.

Gary W Romp
Gary W. Romp

STATE OF OHIO

}SS

COUNTY OF LUCAS,

Before me, a Notary Public, in and for said County and State, personally appeared Gary W. Romp, who acknowledged the signing thereof to be his voluntary act and deed for the purpose therein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.



Notary Public

Nicole L. Robbins

City of Sylvania, Ohio

By: _____

Craig. A. Stough, Mayor

By: _____

Toby Schroyer, Director of Finance

Approved:

Leslie B. Brining, Director of Law

EXHIBIT A

**TEMPORARY EASEMENT FOR THE PURPOSE OF PERFORMING THE WORK NECESSARY TO
INSTALL A WATER LINE AND GRADE THE AREA FOR 12 MONTHS FROM THE DATE OF ENTRY
BY THE CITY OF SYLVANIA**

Situated in the State of Ohio, County of Lucas, City of Sylvania, Southeast Quarter of Section 3, Town 9 South, Range 6 East, being part of a 0.740 acre tract of land conveyed to Gary W. Romp, by deed recorded in Instrument Number 198504290361617 in the deed records of the Lucas County Recorder's Office and being part of Lot 155 in Haverford Subdivision as recorded in Volume 31, Pages 37 & 38, Lucas County Book of Plats of the Lucas County Recorder's Office and being more particularly described as follows:

Commencing at an iron pin found in the centerline of Right-of-Way of Cushman Road, said monument also being at Station 33+86.97 in the construction plans for the Cushman Road Improvements Project on file with the City of Sylvania;

Thence South 01°09'44" East a distance of 801.40' on the centerline of Right-of-Way of Cushman Road to a point, said point also being at Station 25+85.57;

Thence North 88°50'16" East a distance of 25.00' to the existing east Right-of-Way line of Cushman Road, said point being at the northwest corner of said Lot 155, said point also being at the southwest corner of Lot 156 of said Haverford Subdivision, said point also being 25.00' right of Station 25+85.57 and being the **TRUE POINT OF BEGINNING**;

Thence continuing North 88°50'16" East along the northerly line of said Lot 155, a distance of 20.00' to a point, said point also being 45.00' right of Station 25+85.57;

Thence South 01°09'44" East a distance of 128.00' to a point on the said grantor's south property line and south line of said Lot 155, said point also being on the north line of Lot 154 of said Haverford Subdivision, said point also being on the north property line of a parcel of land conveyed to Nicholas Sargent, by deed recorded in Instrument Number 200610200070233 in the deed records of the Lucas County Recorder's Office, said point also being 45.00' right of station 24+57.57;

Thence South 88°50'16" West along the south line of said Lot 155, a distance of 20.00' to the existing east Right-of-Way line of Cushman Road, said point also being 25.00' right of station 24+57.57;

Thence North 01°09'44" West along the east Right-of-Way line of Cushman Road, a distance of 128.00' to the **TRUE POINT OF BEGINNING**.

Said Temporary Easement contains 0.059 acres of land, more or less, and is subject to all legal highways and easements of record.

Bearings used herein are based on an assumed meridian and are for the express purpose of showing angular measurement only.

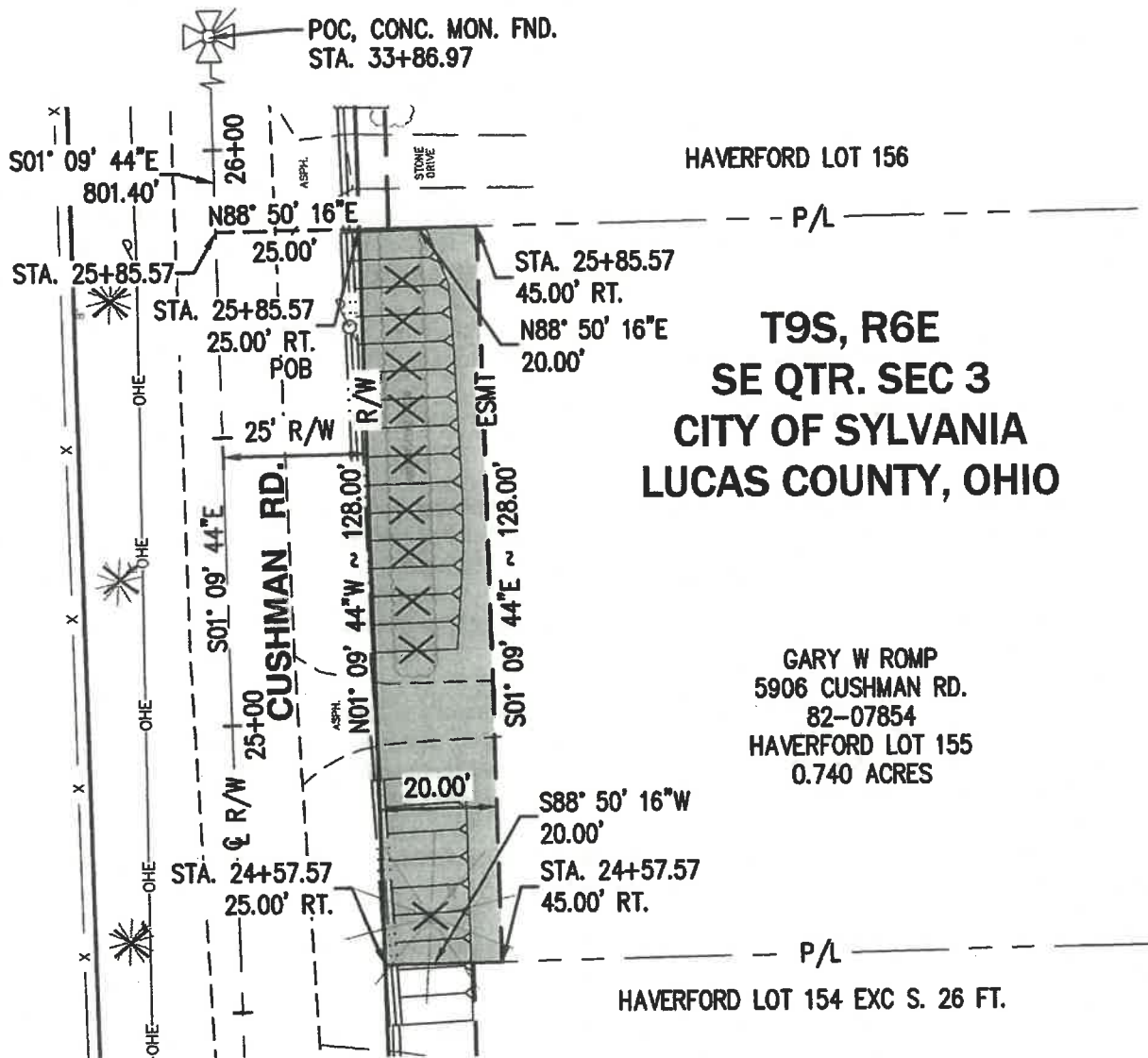
The above described area is contained within Lucas County Auditor's tax district parcel number 82-07854.

This description was prepared by Gregory L. Boudouris, Registered Surveyor 8083 in the State of Ohio.

Gregory L. Boudouris 5/18/2020

Gregory L. Boudouris
Registered Surveyor of Ohio: No. 8083





BASIS OF BEARINGS:

THE BASIS OF BEARINGS USED HEREON ARE BASED ON AN ASSUMED MERIDIAN AND ARE FOR THE EXPRESS PURPOSE OF SHOWING ANGULAR MEASUREMENT.

CERTIFICATION:

I HEREBY CERTIFY THAT THE FOREGOING WAS PREPARED FROM RECORDS AND SURVEY DATA PROVIDED BY THE CITY OF SYLVANIA, THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, CORRECTLY SHOWS THE LOCATION OF THE BOUNDARIES.

R-46.436 5/18/2020

GREGORY L. BOUDOURIS, P.E., P.S.
PROFESSIONAL SURVEYOR NO. 8083



ESA

Engineers, Surveyors & Associates, LLC
5303 Secor Rd., Toledo, Ohio, 43623 Phone (419) 478-9445

EXHIBIT "B"
TEMPORARY EASEMENT
FOR 5906 CUSHMAN RD.

CUSHMAN ROAD IMPROVEMENTS

ORDINANCE NO. 53 -2020

**ACCEPTING A TEMPORARY CONSTRUCTION EASEMENT FROM
GRAHAM SCOTT FOR THE IMPROVEMENT OF CUSHMAN ROAD;
DEDICATING THE TEMPORARY EASEMENT FOR PUBLIC
PURPOSES; APPROPRIATING FUNDS THEREFORE; AND
DECLARING AN EMERGENCY.**

WHEREAS, plans for the improvement of Cushman Road in the City of Sylvania, Ohio have been completed; and,

WHEREAS, the project includes re-establishing and re-profiling the front yard drainage swales including flatter and more gradual side slopes to ease property maintenance; and,

WHEREAS, Mr. Graham Scott is entitled to receive payment of just compensation representing the fair market value of the temporary easement after an appraisal of those rights and they have executed and delivered a grant of temporary easement to this City for which they will be paid the sum of One Hundred Sixty-Six Dollars (\$166.00), a copy of which grant of temporary easement is attached hereto as "Exhibit A"; and,

WHEREAS, said grant of temporary easement is presented to this Council for acceptance and for appropriation of funds and authorization of payment thereof to the Grantor.

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

SECTION 1. That the temporary easement as to executed and tendered as described on "Exhibit A" be, and the same hereby is, accepted from Graham Scott, the grantor therein.

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

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

SECTION 4. That, to provide funds for payment to the Grantors of said temporary easement hereby accepted, there is hereby appropriated from the **WATER FUND**, from funds therein not heretofore appropriated, to **Account No. 701-7525-53501 – Utility Improvements**, the sum of One Hundred Sixty-Six Dollars (\$166.00).

SECTION 5: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and 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 6: That the Clerk of Council is hereby directed to post a copy of this Ordinance in the Office of the Clerk of Council in the Municipal Building pursuant to ARTICLE III, Section 12, of the Charter of this City.

SECTION 7: That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the improvement of Cushman Road should proceed as soon as possible and accordingly the acquisition of the necessary temporary easements should proceed forthwith and therefore this Ordinance should be effective immediately. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

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

Passed, _____, 2020, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

TEMPORARY EASEMENT FOR CONSTRUCTION PURPOSES

KNOW ALL MEN BY THESE PRESENTS:

That **Graham Scott**, the Grantor, in consideration of one hundred sixty-six dollars (\$166), to him paid by the **City of Sylvania**, the Grantee, do hereby grant a temporary easement for a period of twelve (12) months to the said Grantee, its duly authorized agents or contractors, the proprietary right to enter, move material and operate the equipment essential to the construction of the Cushman Road Improvements Project, in, on, over and through the real estate in the City of Sylvania, Lucas County, Ohio, and legally described, Exhibit A, and drawn, Exhibit B as attached.

TO HAVE AND TO HOLD the same to said Grantee, its duly authorized agents or contractors, the proprietary right to enter upon and use the land above described, during the period beginning with the breaking of ground for the construction on the referenced improvement project and terminating when the completed work has been fully accepted by the City of Sylvania, or twelve (12) months from the date of entry on the subject easement area, whichever occurs first.

During construction, the said Grantee shall furnish reasonable access across the easement when such easement divides the property or the Grantor from the public roadway providing access thereto. Said Grantee shall provide that the easement area shall be restored to a condition similar to what exists prior to the commencement of construction, subject to the project construction plans.

The Grantor hereby covenants that he is the true and lawful Owner of said premises and is well seized of the same, and have good right and full power to bargain, sell and convey the same in the manner aforesaid.

IN WITNESS WHEREOF, the Grantor, **Graham Scott**, has hereunto set his hand this

13 day of June, 2020.



Graham Scott

STATE OF OHIO

}SS

COUNTY OF LUCAS,

Before me, a Notary Public, in and for said County and State, personally appeared Graham Scott, who acknowledged the signing thereof to be his voluntary act and deed for the purpose therein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.



DAVID FRANCE
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Lucas County
My Comm. Exp. 2/10/2021

Notary Public



City of Sylvania, Ohio

By: _____

Craig. A. Stough, Mayor

By: _____

Toby Schroyer, Director of Finance

Approved:

Leslie B. Brining, Director of Law

EXHIBIT A

**TEMPORARY EASEMENT FOR THE PURPOSE OF PERFORMING THE WORK NECESSARY TO
INSTALL A WATER LINE AND GRADE THE AREA FOR 12 MONTHS FROM THE DATE OF ENTRY
BY THE CITY OF SYLVANIA**

Situated in the State of Ohio, County of Lucas, City of Sylvania, Northeast Quarter of Section 10, Town 9 South, Range 6 East, being part of a 0.310 acre tract of land conveyed to Graham Scott, by deed recorded in Instrument Number 201112090051738 in the deed records of the Lucas County Recorder's Office and being part of Lot 15 in Haverford Subdivision as recorded in Volume 31, Pages 37 & 38, Lucas County Book of Plats of the Lucas County Recorder's Office and being more particularly described as follows:

Commencing at an iron pin found in the centerline of Right-of-Way of Cushman Road, said monument also being at Station 33+86.97 in the construction plans for the Cushman Road Improvements Project on file with the City of Sylvania;

Thence South 01°09'44" East a distance of 1858.28' on the centerline of Right-of-Way of Cushman Road to a point, said point also being at Station 15+28.69;

Thence South 06°50'55" East a distance of 201.05' on the centerline of Right-of-Way of Cushman Road to a point also being at Station 13+27.64;

Thence South 00°39'45" East a distance of 299.04' on the centerline of Right-of-Way of Cushman Road to a point also being at Station 10+28.60;

Thence North 89°20'15" East a distance of 25.00' to the existing east Right-of-Way line of Cushman Road, said point being at the northwest corner of said Lot 15, said point also being at the southwest corner of Lot 16 of said Haverford Subdivision, said point also being 25.00' right of Station 10+28.60 and being the **TRUE POINT OF BEGINNING**;

Thence continuing North 89°20'15" East along the northerly line of said Lot 15, a distance of 10.00' to a point, said point also being 35.00' right of Station 10+28.60;

Thence South 00°39'45" East a distance of 60.00' to a point on the said grantor's south property line and south line of said Lot 15, said point also being on the north line of Lot 14 of said Haverford Subdivision, said point also being on the north property line of a parcel of land conveyed to Julie A. & Michael S., JR. Adams, by deed recorded in Instrument Number 200802220009033 in the deed records of the Lucas County Recorder's Office, said point also being 35.00' right of station 9+68.60;

Thence South 89°20'15" West along the south line of said Lot 15, a distance of 10.00' to the existing east Right-of-Way line of Cushman Road, said point also being 25.00' right of station 9+68.60;

Thence North 00°39'45" West along the east Right-of-Way line of Cushman Road, a distance of 60.00' to the **TRUE POINT OF BEGINNING**.

Said Temporary Easement contains 0.014 acres of land, more or less, and is subject to all legal highways and easements of record.

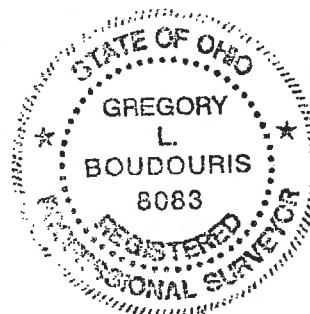
Bearings used herein are based on an assumed meridian and are for the express purpose of showing angular measurement only.

The above described area is contained within Lucas County Auditor's tax district parcel number 82-07107.

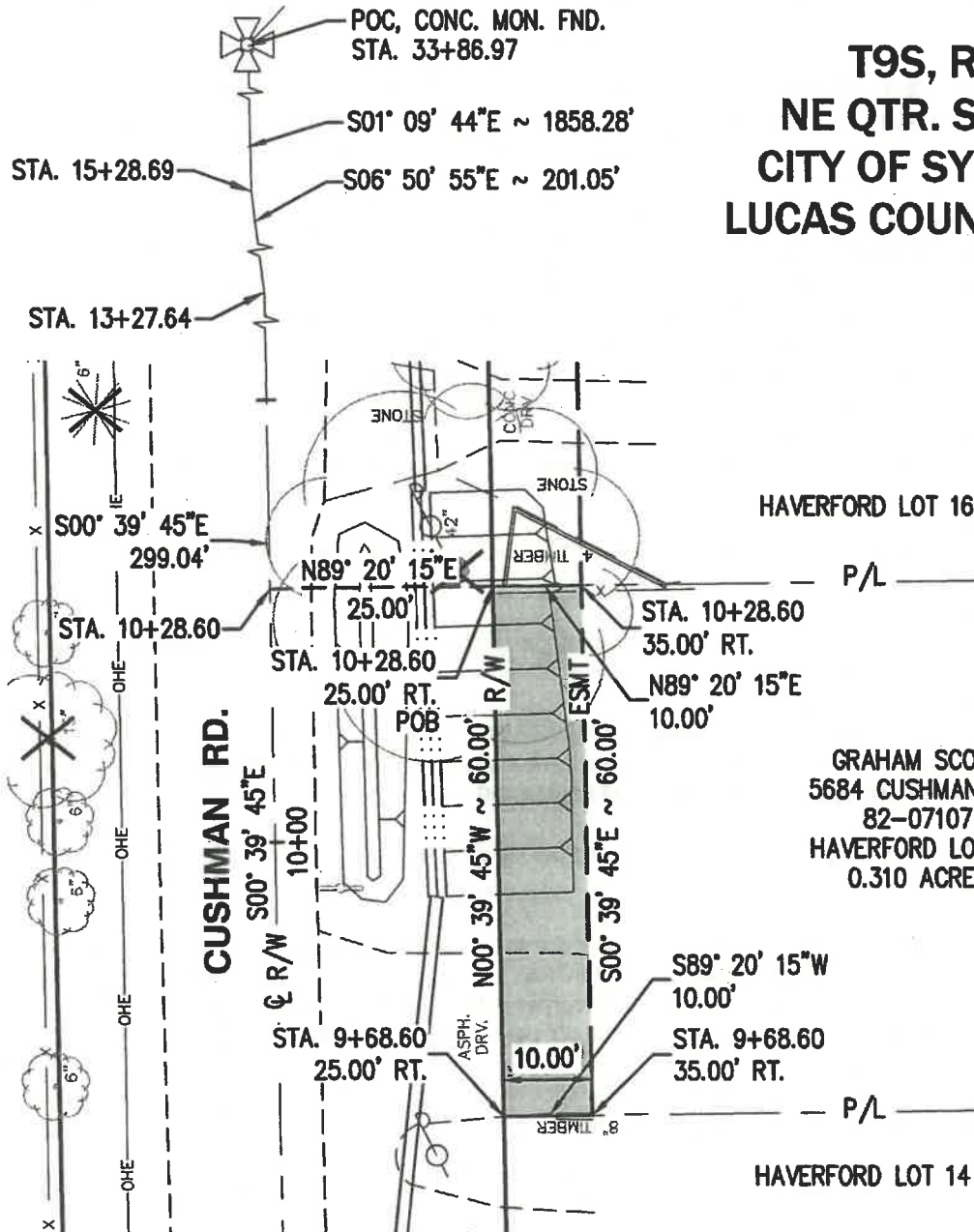
This description was prepared by Gregory L. Boudouris, Registered Surveyor 8083 in the State of Ohio.

 5/18/2020

Gregory L. Boudouris
Registered Surveyor of Ohio: No. 8083



**T9S, R6E
NE QTR. SEC 10
CITY OF SYLVANIA
LUCAS COUNTY, OHIO**



BASIS OF BEARINGS:

THE BASIS OF BEARINGS USED HEREON ARE BASED ON AN ASSUMED MERIDIAN AND ARE FOR THE EXPRESS PURPOSE OF SHOWING ANGULAR MEASUREMENT.

CERTIFICATION:

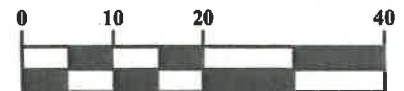
I HEREBY CERTIFY THAT THE FOREGOING WAS PREPARED FROM RECORDS AND SURVEY DATA PROVIDED BY THE CITY OF SYLVANIA, THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, CORRECTLY SHOWS THE LOCATION OF THE BOUNDARIES.

Gregory L. Boudouris - 5/18/2020

GREGORY L. BOUDOURIS, P.E., P.S.
PROFESSIONAL SURVEYOR NO. 8083

TEMPORARY EASEMENT
(0.014 ACRES)

GRAPHIC SCALE



1 inch = 20 feet

SCALE: 1" = 20'

JOB NUMBER: 28-26

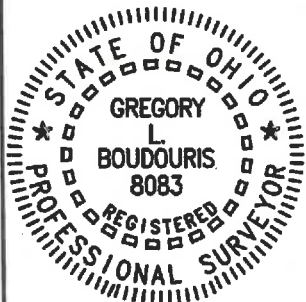
DRAWING DATE: 5-15-20

DRAWN BY: RGS

EXHIBIT: B

EXHIBIT "B"
TEMPORARY EASEMENT
FOR 5684 CUSHMAN RD.

CUSHMAN ROAD IMPROVEMENTS



ESA

Engineers, Surveyors & Associates, LLC

5253 Secor Rd., Toledo, Ohio, 43623 Phone (419) 476-9445



DEPARTMENT OF PUBLIC SERVICE

KEVIN G. ALLER, PE DIRECTOR

August 11, 2020

To: The Mayor and Members of City Council

Re: 6024 Acres Sanitary Sewer
Hardship Deferment

Dear Mr. Mayor and Council Members:

Council passed the Final Assessment Ordinance No. 44-2020 levying an assessment for the construction costs of a sanitary sewer to serve the residence.

The property owner has requested, per the attached documentation, a hardship deferment of the assessment and connection costs. The total costs to be deferred include:

| | |
|-------------------|--------------------|
| Final Assessment: | \$ 7,979.83 |
| Connection Cost: | \$ 4,916.00 |
| Capacity Fee: | <u>\$ 1,000.00</u> |
| TOTAL | \$13,895.83 |

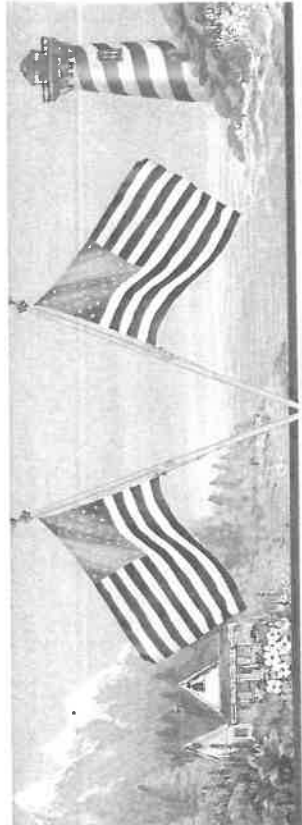
This amount will be placed as a lien on the property and would become due in full at such time that 1) the property is sold or transferred by the applicant, or 2) the property becomes subject to estate taxes under Chapter 5731 of the Revised Code. Interest will accrue at the rate of 2.12% until the lien has been paid.

We recommend approval of the requested hardship deferment. Please call if you have any questions.

Sincerely,

Kevin G. Aller, P.E.

Director of Public Safety/Service



Your New Benefit Amount

BENEFICIARY'S NAME: LUANN K WENDEL

Your Social Security benefits will increase by 1.6% in 2020 because of a rise in the cost of living. You can use this letter as proof of your benefit amount if you need to apply for food, rent, or energy assistance. You can also use it to apply for bank loans or for other business. Keep this letter with your important financial records.

How Much Will I Get And When?

- Your monthly amount (before deductions) is \$2,242.60
- The amount we deduct for Medicare Medical Insurance is \$144.60
(If you did not have Medicare as of November 22, 2019, or if someone else pays your premium, we show \$0.00.)
- The amount we deduct for your Medicare Prescription Drug Plan is \$0.00
(We will notify you if the amount changes in 2020. If you did not elect withholding as of November 1, 2019, we show \$0.00.)
- The amount we deduct for voluntary Federal tax withholding is \$0.00
(If you did not elect voluntary tax withholding as of November 22, 2019, we show \$0.00.)
- After we take any other deductions, you will receive on or about January 3, 2020. \$2,098.00

If you disagree with any of these amounts, you must write to us within 60 days from the date you receive this letter. Or visit www.ssa.gov/non-medical/appeal to appeal online. We would be happy to review the amounts.

If you receive a paper check and want to switch to an electronic payment, please visit the Department of the Treasury's Go Direct website at www.godirect.org online.

What If I Have Questions?

- Visit our website at www.socialsecurity.gov
- Call us toll-free at 1-800-772-1213 (TTY 1-800-325-0778)

8-11-20
To Wendell May Concern:

Please find the Social Security statement monthly amount received. I have no savings account or any other means of income. My home is not paid for, a house payment, all utility bills plus health insurance and doctor bills comes out of this. Therefore, I am asking for a hardship deferment for the installation of the sewer and tie in at my home, which is 6024 Acids RD Sylvania, Ohio.

In advance I thank you for your time and consideration!

Sincerely, Luann Wendel



10b

ORDINANCE NO. 54 -2020

**AUTHORIZING A HARDSHIP DEFERMENT FOR THE SANITARY
SEWER SPECIAL ASSESSMENT FOR 6024 ACRES ROAD, SYLVANIA,
OHIO; AND DECLARING AN EMERGENCY.**

WHEREAS, on July 17, 2020, Sylvania City Council passed Ordinance No. 44-2020, assessing the cost of constructing the Acres Road Sanitary Sewer lines and necessary appurtenances to two properties on Acres Road; and,

WHEREAS, the Director of Public Service has received a request from the owner of 6024 Acres Road for a hardship deferment of said assessment, which provides that the assessment amount be placed as a lien on the property and paid at the time the property is sold or at the time the property becomes subject to estate taxes; and,

WHEREAS, the Director of Public Service, by report dated August 11, 2020, has recommended approval of the hardship deferment based on the documentation provided by the property owner.

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

SECTION 1. That the hardship deferment requested by Luann Wendel, 6024 Acres Road, Sylvania, Ohio, is hereby approved and the assessment amount of \$13,895.83 shall be placed as a lien on said property to be paid at the time the property is sold or becomes subject to estate taxes.

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 hardship deferment should be approved and the assessment should be placed as a lien on the property 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

119



DEPARTMENT OF PUBLIC SERVICE

KEVIN G. ALLER, PE DIRECTOR

August 13, 2020

To: The Mayor and Members of Sylvania City Council

Re: **Water Rates**

Dear Mr. Mayor and Council Members:

In 2017 and 2018, the City of Sylvania City Council voted to increase water rates as recommended by City Administration. These increases were approved to allow the City to begin raising funds for engineering and other services preparing for the possibility of obtaining a water supply other than the City of Toledo.

City Council subsequently approved a water contract with the City of Toledo.

Having made the decision with a known supply source and the anticipated rate stability provided in that agreement, City Council approved a rate reduction to our water rates from \$11.65 to \$8.74 per thousand gallons.

Base on the continued rate stability and anticipated upcoming capital improvements, we believe it is prudent to further reduce our water rate to \$8.41 per thousand gallons.

The components of this new rate are as follows:

| | |
|-----------------------|---------------|
| Toledo Water Supply : | \$5.75 |
| Water Debt: | \$0.40 |
| Sylvania Operations: | <u>\$2.26</u> |
| | \$8.41 |

This rate reduction will reduce the water bill for the average household by approximately \$1.81.

We request approval of the proposed rate reduction to be effective September 25, 2019.

Please call if you have any questions.

Sincerely,

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

ORDINANCE NO. 55 -2020

AMENDING THE CODIFIED ORDINANCES OF SYLVANIA, 1979, AS AMENDED, BY DECREASING WATER SERVICE CHARGES PER ONE THOUSAND GALLONS (1,000) FROM EIGHT AND 74/100 DOLLARS (\$8.74) TO EIGHT AND 41/100 DOLLARS (\$8.41) FOR CITY USERS AND FROM TEN AND 93/100 DOLLARS (\$10.93) TO TEN AND 51/100 DOLLARS (\$10.51) FOR NON-CITY USERS COMMENCING SEPTEMBER 25, 2020; AND DECLARING AN EMERGENCY.

WHEREAS, Ordinance No. 85-2019, passed October 7, 2019, authorized the Mayor and Director of Finance to enter into a Uniform Water Purchase and Supply Agreement, on behalf of the City of Sylvania, Ohio, with the City of Toledo for a period of 40 years; and,

WHEREAS, due to an Agreement being reached with the City of Toledo for the provision of water, the future expenditures of the Water Fund are not likely to increase substantially and, therefore, the water rates should be reduced to meet the current expenditures; and,

WHEREAS, Ordinance No. 88-2019, passed October 21, 2019, decreased the Water Service Charges per One Thousand Gallons (1,000) to \$8.74 for City users and to \$10.93 for non-City users; and,

WHEREAS, the Director of Public Service, by report dated August 13, 2020, has recommended that the water rates be decreased from \$8.74 to \$8.41 per 1,000 gallons for City users and from \$10.93 to \$10.51 per 1,000 gallons for non-City users.

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

SECTION 1. That Section 923.02 Water Rate Schedule, of the Codified Ordinances of Sylvania, 1979, as amended, be, and the same hereby is, amended effective September 25, 2020 to read as set forth on "Exhibit A" attached hereto and made a part hereof.

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

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

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the decreased water rate charges should be enacted 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

APPROVED:

ATTEST:

Mayor

Clerk of Council

Date

APPROVED AS TO FORM:

Director of Law

923.02 WATER RATE SCHEDULE

The following rate is hereby established for consumers of water of the City and such rate applies to water consumed during each month unless otherwise provided in these regulations.

WATER RATE SCHEDULE

| | <u>City User</u> | <u>Non-City User</u> |
|-------------------------------|--------------------------|---------------------------|
| Commencing September 25, 2020 | \$8.41 per 1,000 gallons | \$10.51 per 1,000 gallons |

(Ord. ____-2020. Passed ____-2020).

“Exhibit A”



DEPARTMENT OF PUBLIC SERVICE

KEVIN G. ALLER, PE DIRECTOR

11c

August 13, 2020

To: The Mayor and Members of Sylvania City Council

Re: **Sewer Rates**

Dear Mr. Mayor and Council Members:

Costs within the sewer operations have steadily climbed over the past several years. The City is also facing upcoming costly capital improvements over the next several years.

Accordingly, our sewer rates require an increase in order to properly address known upcoming operating expenses, capital improvements, and debt payments.

It is our recommendation that we increase our sewer rates:

From: \$3.24 per 1,000 gallons
To: \$3.89 per 1,000 gallons

The components of this new rate are as follows:

| | |
|--------------------------|---------------|
| LCWRRF Operations: | \$0.30 |
| LCWRRF Debt: | \$1.35 |
| Sylvania Operations/CIP: | <u>\$2.24</u> |
| | \$3.89 |

This rate increase will increase the sewer bill for the average household by approximately \$3.58. We request approval of the proposed rate adjustment to be effective September 25, 2020.

Please call if you have any questions.

Sincerely,

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

11d

ORDINANCE NO. 56 -2020

**AMENDING CHAPTER 925 OF THE SYLVANIA CODIFIED
ORDINANCES BY AMENDING SECTION 925.05 - SEWER CHARGES
LEVIED TO INCREASE THE SEWER CHARGES FOR BOTH
INDUSTRIAL AND NON-INDUSTRIAL CITY AND NON-CITY USERS;
AND DECLARING AN EMERGENCY.**

WHEREAS, the Director of Public Service, by report dated August 13, 2020 reported that in reviewing the current and future revenues and expenditures of the Sewer Fund, a rate increase is necessary in order to properly address known upcoming operating expenses and debt payments; and,

WHEREAS, the Director of Public Service has recommended that the rate be increased from \$3.24 per 1,000 gallons to \$3.89 per 1,000 gallons for City users which will increase the sewer bill for the average household by approximately \$3.58 per month.

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

SECTION 1. That Section 925.05, Sewer Charges Levied, of the Codified Ordinances of Sylvania, 1979, be, and the same hereby is, amended to read as set forth on "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 this ordinance must be immediately effective to provide for the sewer rate and to make necessary changes to the Codified Ordinances. 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

SEWER CHARGES LEVIED.

* * *

(a) Industrial Users. User and capital charges for wastewater treatment service shall be paid by each industrial user connected to the system and shall be computed in accordance with the quantity of water discharged to the system as measured by the City water meter installed thereon or by a sewage meter installed on the discharge pipe therefrom. Charges shall be paid monthly and/or quarterly as follows:

| | <u>Capital Charge</u> | <u>User Charge</u> | <u>Total</u> |
|-------------------|-----------------------|---------------------|---------------------|
| City Users | \$1.57/1000 gallons | \$2.32/1000 gallons | \$3.89/1000 gallons |
| Non-City User | \$1.96/1000 gallons | \$2.90/1000 gallons | \$4.86/1000 gallons |
| Out-of-State User | \$2.62/1000 gallons | \$3.87/1000 gallons | \$6.49/1000 gallons |

(a) Nonindustrial Users. User and capital charges for wastewater treatment services shall be paid by each nonindustrial user connected to the system and shall be computed in accordance with the quantity of water used on such premises as measured by the City water meter installed thereon, or if there is no such water meter, then as estimated by the City. Charges shall be paid monthly and/or quarterly as follows:


| | <u>Capital Charge</u> | <u>User Charge</u> | <u>Total</u> |
|-------------------|-----------------------|---------------------|---------------------|
| City User | \$1.57/1000 gallons | \$2.32/1000 gallons | \$3.89/1000 gallons |
| Non-City User | \$1.96/1000 gallons | \$2.90/1000 gallons | \$4.86/1000 gallons |
| Out-of-State User | \$2.62/1000 gallons | \$3.87/1000 gallons | \$6.49/1000 gallons |

* * *

(Ord. ____-2020. Passed ____-2020.)

“Exhibit A”

Memo

To: The Mayor and City Council
From: Kevin G. Aller, Director of Public Safety/Service 
Date: 7/28/2020
Re: Obsolete Equipment

Council Members,

The following equipment is no longer of use in the Streets Department and we request authorization to post it for sale on GovDeals. Should the equipment fail to sell, it will be disposed of.

2001 Sterling Dump/Plow truck Vin #2FZAATAK01AH70696

Please call if you have any questions. Thank you.

A

Bucher, Sharon

From: Stough, Mayor Craig A.
Sent: Friday, August 14, 2020 9:03 AM
To: Bucher, Sharon
Subject: FW: Nominations Now Being Accepted - NRAC District 12

From: Sara Guiher <guiher@tmacog.org>
Sent: Tuesday, August 4, 2020 1:26 PM
Subject: Nominations Now Being Accepted - NRAC District 12

This message has originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

The Natural Resources Assistance Council (NRAC) is an 11-member committee that evaluates applications for and allocates grants from the Clean Ohio Fund in Lucas County. The council is seeking nominations to fill **four** vacancies, serving three-year terms beginning in October 2020. NRAC service is voluntary without compensation.

Clean Ohio funds have returned more than \$16 million dollars to Lucas County for protecting over 2800 acres of open spaces, riparian areas, and wetlands. The largest project to date is the acquisition of 959 acres of former agricultural land by Metroparks Toledo to create Howard Marsh Metropark. This park features water and hiking trails and restores coastal wetlands that are critical habitat for fish, reptiles, amphibians, and migratory birds. More about the Clean Ohio Fund and NRAC/12 are at <https://tmacog.org/water/clean-ohio-fund-nrac>.

To be a candidate for a position on the NRAC committee, an applicant must be appointed by one of the following types of organizations:

- Local government
- Conservation or environmental organization
- Municipal park system or park district
- Business, realty, planning agency, or port authority
- Statewide organization representing agriculture or forestry
- Soil and Water Conservation District

Qualified candidates should submit applications to the Toledo Metropolitan Area Council of Governments (TMACOG). **The deadline is 5 p.m. September 4, 2020.** Applicants must submit:

- Completed nomination form (posted at <https://pwc.ohio.gov/Portals/0/Documents/NRACNominationForm.pdf?ver=2004-02-12-081153-000>)
- Resume
- Letter from their organization in support of their nomination

Submit completed applications:

As PDF (preferred) - guiher@tmacog.org

As a hard copy -

TMACOG

Sara Guiher, Water Quality Planner

P.O. Box 9508

Toledo OH 43697-9508

Feel free to contact me with questions or for more information. Please forward this email to anyone who may be interested in applying.

Thank you,
Sara

The TMACOG office is open with staggered staff hours, and a full implementation of safety procedures. Please contact us to make an appointment if you need to visit us. Face coverings are required of staff and guests. Email remains the best way to contact all staff. To join a TMACOG video conference, visit our meeting calendar at www.tmacog.org for complete log-in information.

Thank you for your patience during this time!

Sara Guiher

Water Quality Planner

Toledo Metropolitan Area Council of Governments

guiher@tmacog.org

www.tmacog.org

[Follow us on social media](#)

City of Sylvania

Bank Reconciliation

July 2020

B

| | |
|------------------------------|---------------------|
| Ending balance for June 2020 | 29,106,756.63 |
| Add: Monthly Receipts | <u>4,200,409.71</u> |
| Subtotal | \$ 33,307,166.34 |
| Less: Monthly Disbursements | <u>3,571,245.53</u> |
| Ending balance for July 2020 | \$ 29,735,920.81 |

Less:

| | |
|---------------------------|-------------------|
| CD Metamora Bank | \$ (2,144,420.23) |
| Star Ohio | (82,229.89) |
| Petty Cash (1) | (2,050.00) |
| Cemetery Savings | (1,062.86) |
| Toledo Community Fund | (31,803.18) |
| Key Bank Securities | (8,172.80) |
| 5/3rd Securities | (8,047,403.64) |
| SJS Account | (5,796,580.60) |
| Morgan Stanley Investment | (200,000.00) |
| UBS Financial | (7,085,221.20) |
| First Federal Bank (CD) | (2,065,555.94) |
| Key Bank (CD) | (1,031,625.00) |
| Sylvania Township Bonds | (230,000.00) |
| | \$ 3,009,795.47 |

| | |
|---------------------------------|-----------|
| DD State of Ohio 7/20 Veh Regis | 29,189.57 |
| NSF Check 7/31/20 (Tax) | (230.00) |

| | |
|----------------------------|-----------------|
| | \$ 3,038,755.04 |
| (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 | \$ 3,386,228.18 |
| Deposit in Transit: | |
| Income Tax | 36,576.32 |
| General Deposit | 18,289.20 |

| | |
|----------|-----------------|
| Subtotal | \$ 3,441,093.70 |
|----------|-----------------|

| | |
|------------------------------|------------|
| Less: Outstanding Checks (2) | 402,338.66 |
|------------------------------|------------|

| | |
|-----------------------|-----------------|
| Adjusted Bank Balance | \$ 3,038,755.04 |
|-----------------------|-----------------|

| | |
|-------------------------|---------------|
| (2) | |
| June Outstanding Checks | \$ 186,978.15 |

| | |
|---------------------------|--------------|
| Checks written this month | 1,081,710.26 |
|---------------------------|--------------|

| | |
|---------------------------------|----------|
| Voided Check #76190 dtd 6/24/20 | (300.00) |
| Voided Check #76239 dtd 6/24/20 | (150.00) |

| | |
|----------|-----------------|
| Subtotal | \$ 1,268,238.41 |
|----------|-----------------|

| | |
|---------------------------|--------------|
| Checks Cleared this month | (865,899.75) |
|---------------------------|--------------|

| | |
|-------------------------|---------------|
| July Outstanding Checks | \$ 402,338.66 |
|-------------------------|---------------|

Toby Schroyer

Toby Schroyer
Director of Finance, City of Sylvania

Board of Architectural Review

Minutes of the regular meeting of August 12, 2020. Mr. Lindsley called the meeting to order.

Members present: Mayor Craig Stough, Ken Marciniak, Carol Lindhuber, Kathleen Fischer, and Thomas Lindsley (5) present. Zoning Administrator, Timothy Burns present.

Ms. Fischer moved, Mr. Marciniak seconded to approve the Minutes of the July 15, 2020, meeting as submitted. Vote being: Stough, Lindhuber, Fischer, Marciniak and Lindsley (5) aye; (0) nay. Motion passed by a 5 to 0 vote.

Item 3 – Regulated Sign – app. no. 24-2020 requested by Mark Clark for The Appliance Center, 5656 Monroe Street, Sylvania, Ohio 43560. Application is for two awning signs.

Mr. Clark was present, and stated that they would be replacing the wording on the existing awnings.

Mayor Stough asked Mr. Burns if he was okay with the signs.

Mr. Burns said that he was, and stated that the signs were within the limits of the 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, Marciniak, Fischer, Stough and Lindsley (5) aye; (0) nay. Motion passed by a 5 to 0 vote.

Item 4 – Regulated Sign – app. no. 25-2020 requested by Brian Heil of Toledo Sign for PT Link, 6469 Monroe Street, Sylvania, Ohio 43560. Application is for a new wall sign and two new window signs.

Mr. Heil was present and stated that they would be installing a lit channel letter sign on the end of the building.

Mr. Burns said that the application also included two window signs. He added that a temporary sign permit was obtained for two windows signs, which have already been installed; and that he believed that those signs would remain.

Mr. Heil agreed.

Mr. Marciniak moved, Ms. Fischer seconded, to grant a Certificate of Appropriateness for the sign shown in the drawing submitted with the application. Vote being: Lindhuber, Marciniak, Fischer, Stough and Lindsley (5) aye; (0) nay. Motion passed by a 5 to 0 vote.

Item 5 – Regulated Sign – app. no. 26-2020 requested by Karrie Brock of Fast Signs for Kay's Table, 6600 W. Sylvania, Sylvania, Ohio 43560. Application is for a new wall sign.

Ms. Brock was present and said that the sign would be a standard channel letter sign.

Board of Architectural Review
Minutes of August 13, 2020
Page 2

Ms. Lindhuber moved, Mr. Marciniak seconded, to grant a Certificate of Appropriateness for the sign shown in the drawing submitted with the application. Vote being: Lindhuber, Marciniak, Fischer, Stough and Lindsley (5) aye; (0) nay. Motion passed by a 5 to 0 vote.

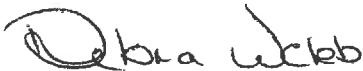
Item 6 – Building Review – app. no. 27-2020 requested by William Steele of Poggemeyer Design Group for The Art Supply Depō, 5735 N. Main Street, Suite B, Sylvania, Ohio 43560. Application is for the installation of a new door.

Mr. Steele was present and explained that they would be installing a new 5' x 7' hollow metal receiving door on the north side of the building and that the door would be camouflaged by the existing pine trees.

Mr. Marciniak moved, Ms. Fischer seconded, to approve the design shown in the drawing submitted with the application. Vote being: Lindhuber, Marciniak, Fischer, Stough and Lindsley (5) aye; (0) nay. Motion passed by a 5 to 0 vote.

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

Submitted by,

A handwritten signature in dark ink, appearing to read "Debra Webb". The signature is fluid and cursive, with the first name "Debra" being more prominent than the last name "Webb".

Debra Webb, Secretary
Municipal Planning Commission

D

Sylvania Municipal Planning Commission

Minutes of the regular meeting of August 12, 2020. Mr. Lindsley called the meeting to order.

Members present: Mayor Craig Stough, Ken Marciniak, Carol Lindhuber, Kathleen Fischer, and Thomas Lindsley (5) present. Zoning Administrator, Timothy Burns present.

Ms. Lindhuber moved, Mr. Marciniak seconded to approve the Minutes of the July 15, 2020, meeting as submitted. Vote being: Stough, Lindhuber, Marciniak, Fischer and Lindsley (5) aye; (0) nay. Motion passed by a 5 to 0 vote.

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

Submitted by,



Debra Webb, Secretary
Municipal Planning Commission

MEMO

August 14, 2020

To: Mayor Craig Stough, City Council Members and Administration
Fm: Laura Bigelow
Re: 2nd Quarter Reports

Please find enclosed the 2nd Quarter Reports for 2020 except for the IT Department which I will forward to you once I receive it. Please call me at 885-8926 with any questions.



**Division of Taxation
Management Report****Second Quarter 2020**

| Key Statistics: | 2020 | 2019 |
|--|--------------|--------------|
| Number of tax returns processed | 5288 | 8399 |
| Number of e-filed returns | 273 | 556 |
| Gross Receipts (year to date) | \$5323697.99 | \$6363960.38 |
| Number of withholding payments processed | 3375 | 3492 |
| Number of online payments | 115 | 182 |
| Number of refunds processed | 156 | 267 |
| Delinquent totals | \$877139.57 | \$829278.62 |
| Amount of money collected by attorney or due to collection | \$1452.00 | \$12300.32 |
| Number of accounts turned over for collection | 0 | 111 |

Items of Special Interest:

The second quarter is always a very busy time for our office, but this year the quarter has presented with many differences and challenges. Our office and taxpayers are adjusting to taxes during a pandemic. Many taxpayers were used to bringing their information to our office and having their returns prepared for them. Taxpayers were able to fax, email, or drop off their documents to continue to utilize our services during the building's closure to the public. Upon opening for appointments, we had some taxpayers utilize this option. Many taxpayers seem to have waited for the offices to open. The tax office is taking every precaution possible to remain healthy and protect the health of the taxpayers that we serve. We anticipate a very busy third quarter due to the extension of the filing deadline.

As always, we continue to look for ways to improve our productivity and increase revenues.

Respectfully submitted,

A handwritten signature in cursive script that reads "Christy M. Ordorica".

Christy M. Ordorica
Commissioner of Taxation



SYLVANIA POLICE DIVISION 2nd QUARTER 2020

Operational Statistics

| | <u>2020</u> | <u>2019</u> |
|--------------------------------------|-------------|-------------|
| Crime Reports | 189 | 332 |
| Criminal Arrests - Juvenile/Adult | 36 | 174 |
| Traffic Citations | 59 | 257 |
| Written Warnings | 15 | 203 |
| Parking Ticket | 4 | 13 |
| OVI | 5 | 10 |
| Motorist Assist | 37 | 55 |
| Vehicle Lockouts | 53 | 72 |
| Traffic Crashes | 58 | 112 |
| Traffic Crash injuries/fatalities | 9 | 28 |
| Calls for Police Service | 2589 | 3352 |
| Hours Spent Handling Police Calls | 1007 | 1440 |
| Emergency Response Time – Priority 1 | 2:08 | 3:18 |
| Overtime Hours - Police | 239 | 1637 |
| Overtime Hours - Dispatch | 150 | 305.33 |

Administrative Update

During the 1st and 2nd quarters of 2020, we continue to face challenges related to the COVID -19 pandemic. Thus far the impacts to the police division operations have been manageable, although one senior officer retired due to the pandemic. We are back to our routine schedule and continue to have a good supply of PPE on hand to protect our officers as they continued to serve the public.

The police division was formally awarded certification by the Ohio Collaborative Community-Police Advisory Board in June. We are continuing to update all police division policies and procedures through our partnership with Lexipol.

Community Affairs

Quarterly Report – 2nd Quarter 2020

"The mission of the Office of Community Affairs is to support the Sylvania Police Division in its efforts to maintain an atmosphere of safety and security for members of the community. To be effective in assisting in this mission, the Office of Community Affairs shall provide education in the areas of substance abuse and positive decision-making in all Sylvania Schools. The Office of Community Affairs shall also provide crime prevention programs and services to educate our citizens and businesses."

Introduction

Due to COVID-19, Ptlm. Pooley was unable to complete the elementary D.A.R.E. curriculum at Highland Elementary or at TIA. Additionally, Ptlm. Pooley was unable to teach bike safety, 3rd grade seatbelt safety, or do any pre-school talks due to schools not being in session as a result of COVID-19.

Officer Gallup and Officer Beadle finished the second half of the 2019-2020 school year at Northview High School and Southview High School earlier than originally scheduled (March 13th, 2020) due to COVID-19. Both officers worked the graduations at Northview and Southview High School which consisted of a different format due to COVID-19. Southview High School's graduation was held on May 26th & May 27th and Northview High School's graduation was held on May 28th and May 29th at their respective school's parking lot.

The Community Affairs staff was reassigned to the road patrol on March 23rd due to COVID-19. Sgt. Pack was assigned to the road patrol thru May 29th, whereas Officer Gallup and Officer Beadle return back to Community Affairs duties the last week of May in order to work the high school graduations. Officer Pooley retired on May 21st, 2020. The D.A.R.E. officer position has yet to be filled.

Youth Programs / D.A.R.E. Events

- Sgt. Pack did pre-school talks early June while social distancing was maintained.

Community Involvement

- Community events were either canceled or postponed due to COVID-19.

School Resource Officer Programs

| Northview High School - Officer Gallup | |
|---|---|
| Presentations | 0 |
| Meetings | 0 |
| General Offense Reports/Accident Reports | 0 |
| Citations / Warnings | 0 |
| School Related Complaints/Interviews | 0 |
| Parking Lot Assists | 0 |
| Court Appearances | 0 |
| Security Issues | 0 |
| Misc. | 0 |

| Southview High School – Officer Beadle | |
|---|---|
| Presentations | 0 |
| Meetings | 0 |
| General Offense Reports/Accident Reports | 0 |
| Citations / Warnings | 0 |
| School Related Complaints/Interviews | 0 |
| Parking Lot Assists | 0 |
| Court Appearances | 0 |
| Security Issues | 0 |
| Misc. | 0 |

Explorer Program

- Due to COVID-19, all meetings and events have come to a halt as of March 13th due to COVID-19 until further notice.
-

Child Safety Seats (April 2020 – June 2020)

➤ No seats were inspected / installed during the months of April or May due to COVID-19.
Inspected and Installed:

- (1) one

Seats arriving installed:

- (0) none

Seats arriving installed with errors:

- (0) none

Volunteer Program -2nd Quarter Report

A. Summary

| Hour Summary | |
|---|--------|
| Total Patrol Volunteer hours for April 2020 – June 2020 | 0 |
| Total Event Volunteer hours for April 2020 – June 2020 | 0 |
| Total | 104.75 |

| Volunteer Patrol Log | |
|--|---|
| Lockouts | 0 |
| House Checks | 0 |
| Road Patrol/Traffic Assists | 0 |
| Citizen/Motorist Assists | 0 |
| Special Assignments: | |
| A. Events: | |
| • All events cancelled or postponed due to COVID-19. | |

Respectfully,

Sgt. Stacey Pack

Sgt. Stacey Pack #850
Sylvania Police Division
Office of Community Affairs

Detective Bureau

(Covid 19 Schedule – Det. staff assigned to Road Patrol April-May)

April – June 2020

| Active Case Load by Investigator | | | |
|----------------------------------|----------|---------|--------------|
| Detective | Assigned | Cleared | Total Active |
| Sgt. Music | 9 | 7 | 3 |
| Det. Collins | 6 | 5 | 8 |
| Det. Gibbs | 7 | 7 | 6 |
| Det. Papenfuss | 7 | 7 | 4 |

| | | | |
|----------------|----|----|----|
| Monthly Totals | 28 | 25 | 21 |
|----------------|----|----|----|

| | |
|--------------------------------------|----|
| Mobile Device Extractions Completed | 20 |
| Storage Device Extractions Completed | 7 |

| Detective Bureau | 2nd Quarter | | | | | | | |
|------------------|----------------|---|-------------|--------------------------------------|-----------|------------------------|----------|------|
| Officer | Comp Carryover | comp bank balance (end of month + scheduled but not used hours) | Comp earned | Year to Date Comp Earned + Carryover | Comp Used | Comp Used Year to Date | Vacation | Sick |
| Sgt. Music | 41.995 | 43.620 | 0.000 | 48.620 | 2.00 | 5.00 | 40 | 0 |
| Det. Collins | 16.780 | 3.280 | 13.500 | 51.280 | 32.00 | 48.00 | 8 | 8 |
| Det. Gibbs | 10.070 | 20.195 | 2.000 | 40.195 | 18.00 | 20.00 | 8 | 2 |
| Det. Papenfuss | 1.395 | 5.520 | 0.000 | 7.020 | 1.50 | 1.50 | 8 | 2 |

Respectfully submitted,

Frederick L. Schnoor, Jr.
Chief of Police

City of Sylvania Management Report
for the Division of Vehicle Maintenance
Second Quarter 2020

Key Statistics

No. of vehicles serviced and repaired:

| | |
|--------------|-----|
| This Quarter | 84 |
| Last Quarter | 114 |

| | <u>Unit count</u> | <u>Parts \$</u> | <u>Labor \$</u> | <u>Misc</u> |
|---|--------------------------|------------------------|------------------------|--------------------|
| <u>Fleet Condition:</u> | | | | |
| <u>SPD:</u> Good, routine maint. | 48 | \$6,507.00 | \$3,690.00 | \$3,036.00 |
| <u>Streets:</u> Good, routine maint. | 21 | \$2,765.00 | \$3,165.00 | \$0.00 |
| <u>Water:</u> Good, routine maint. | 6 | \$279.00 | \$300.00 | \$0.00 |
| <u>Sewer:</u> Good, routine maint. | 2 | \$15.00 | \$75.00 | \$0.00 |
| <u>Parks:</u> Good, routine maint. | 2 | \$108.00 | \$600.00 | \$0.00 |
| <u>Other Depts:</u> Good, routine Maint. | 5 | \$1,239.00 | \$705.00 | \$0.00 |
| <u>Totals</u> | 84 | \$10,913.00 | \$8,535.00 | \$3,036.00 |

Misc Repairs (sublet):

Total Vehicle Maintenance cost: **\$22,484.00**

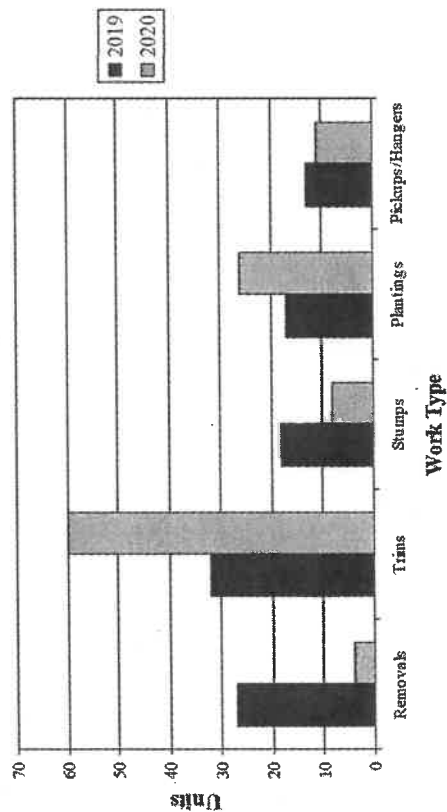
Third Quarter 2020 activities: Provide revolving repair and maintenance for all departments. Ready and maintain seasonal equipment such as leaf loaders and plow trucks. As the fleet ages, the equipment will require more maintenance and repairs.

Jason Music

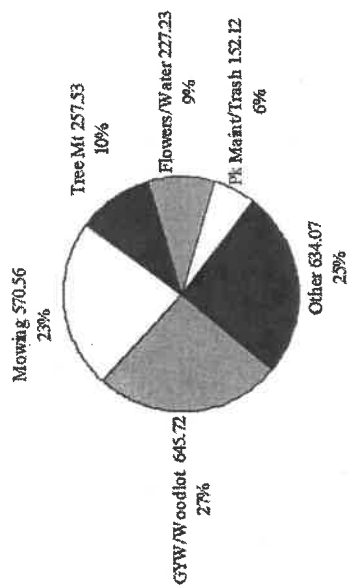
Jason Music
Vehicle Maintenance Manager
July 27, 2020

Parks & Forestry Quarterly Report : April - June, 2020

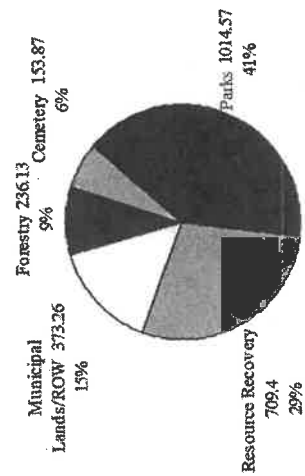
2019-2020 Work Comparison



Man-Hours by Work Type



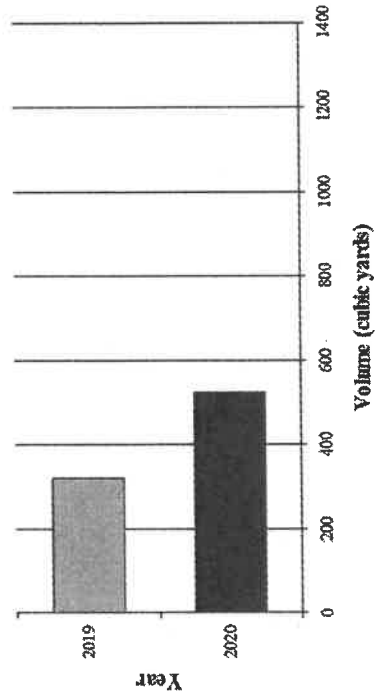
Man-Hours by Account



Parks & Forestry Quarterly Report : April - June, 2020

Green Yard Waste

2019-2020 Cu Yds. of Compost Sold



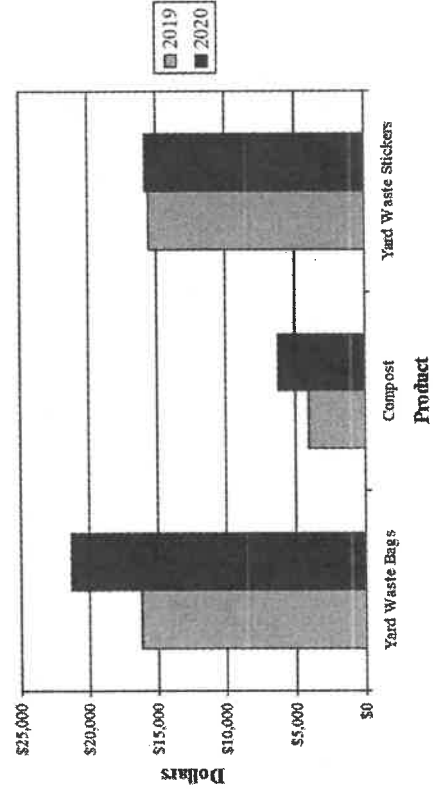
Volume Collected (cubic yards)

* Route A 188.0~

* Route B 178.0~

~ Processed Volume

2019 - 2020 Revenue Comparison



City of Sylvania
2020 Quarterly Reports
Zoning Operation

| Zoning Office Key Statistics | 2019 2nd Qtr | 2020 2nd Qtr |
|---|---------------------|---------------------|
| Residential Renovations, Additions & Accessory | 10 | 22 |
| New Dwelling (Residential) | 10 | 5 |
| ***Estimated Valuation*** | 225,000 | \$225,000 |
| New Commercial Construction | 1 | 0 |
| Commercial Additionas & Renovations | 3 | 3 |
| Demolition Permits Issued | 0 | 1 |
| Swimming Pool Permits Issued | 4 | 6 |
| Sidewalk Permits Issued (31 - City, 16 Private) | 47 | 57 |

| Municipal Planning Commission | | |
|--------------------------------------|---|---|
| Lot Splits | 1 | 1 |
| Council Referrals | 1 | 1 |
| Site Plan Review | 0 | 0 |

| Architectural Board of Review | | |
|--|---|---|
| Sign Review | 8 | 8 |
| Architectural review - Commercial Construction | 2 | 2 |

| Zoning Complaints | | |
|--------------------------|----|----|
| On Site Inspections | 34 | 53 |
| Open Zoning Complaints | 15 | 28 |
| Closed Zoning Complaints | 19 | 25 |
| Letters & Warnings Sent | 12 | 20 |

City of Sylvania Management Report
For The Division of Streets
Second Quarter - 2020

Key Statistics

Road Repairs & Maintenance:

| | <u>2020</u> | <u>2019</u> |
|--|--------------------|--------------------|
| Remove & Replace Existing Concrete As Needed | 6 cu.yds | 25.5 cu.yds |
| Low Strength Mortar Backfill for Sink-holes | 0 | 0 |
| Asphalt Placed for Repairs | 25 tons. | 91.75 tons. |
| Street Sweeping Hours | 288 hrs. | 208 hrs |
| Street Sweeping Tonnage Hauled | 66 tons. | 49.25 tons. |
| Catch Basin Repair Hours | 424 hrs. | 504 hrs. |
| Crack-Fill Roadways Hours | 200 hrs. | 264 hrs. |
| Curb and Sidewalks Repairs | 244 hrs. | 511 hrs. |
| Cold Patch Hours | 216 hrs. | 310 hrs. |
| Cold Patch Used in Tons | 9 tons. | 14tons. |
| Ice Control and Snow Removal | 0 | 24 hrs. |
| Salt Tonnage Used | 0 | 62 tons. |

Traffic Signs Repaired and / or Replaced:

| | | |
|---------------------------------|----------|----------|
| Sign Maintenance Hours | 220 hrs. | 404 hrs. |
| Regulatory Signs | 15 | 3 |
| Warning Signs | 8 | 3 |
| Street Name & Informative Signs | 5 | 15 |

Miscellaneous:

| | | |
|--|----------|----------|
| Dead Animals Removed From Right - of - Way | 10 | 12 |
| Snow Plow Damage Repair (Mail Box & Yard Repair) | 48 hrs. | 0 |
| Equipment Maintenance (sweepers, paver, (Tack Units, Rollers) | 236 hrs. | 509 hrs. |
| Clean Up Oil Spills In The Roadways | 12hrs | 0 |
| Install and Repair Pavement Markings | | |
| Paint Hours | 104 hrs. | 0 hrs. |
| Thermoplastic Hours | 289 hrs. | 0 hrs. |
| Maintenance on Brine Systems | 16 hrs. | 0 hrs. |
| Cleaning and Inspecting Catch Basins | 344 hrs. | 601 hrs. |
| Road Grading Hours | 80 hrs. | 24 hrs. |
| Shop Maintenance (clean, paint, repair.) | 592 hrs. | 611 hrs. |
| Prepare Area for Micro surface (Paving and Patch Work) | 48 hrs. | 0 hrs. |
| Stack Salt (5509 Harroun Rd) Salt Storage | 0 | 16 hrs. |
| rack and Parklets on Main St | 24 hrs. | 0 hrs. |
| Kiver Trail Maintenance | 61 hrs. | 0 hrs. |
| Street Lights and Traffic Signals | 28 hrs. | 0 hrs. |

cial Event Set Up:

2020

2019

Total Man Hours

0 hrs.

216 hrs.

Glass City Marathon
Paper Shred Day at City Hall
St. Joseph Church Festival
Memorial Day Parade
Art Show / Music Festival
DSA'S Rhythm & Brews
Criterium Bike Race
5k Race @ Olander Park
DSA'S Art Walk
Safety City
Block Party

Michael Elliott

Street Div. Crew Leader
7/30/2020



DIVISION OF UTILITIES, DAVID W. FRANCE, UTILITY MANAGER

2nd Quarter 2020

| Utilities | 1st Qtr | 2nd Qtr | 3rd Qtr | 4th Qtr | Y-T-D | Prior Year |
|-------------------------------------|-----------------------|-----------------------|----------------|----------------|-----------------------|-----------------------|
| Number of Payments Received | 20,379 | 20,171 | | | 40,550 | 81,344 |
| Total Collection Water | \$1,054,662.52 | \$933,776.81 | | | \$1,988,439.33 | \$6,025,988.80 |
| Total Collection Sewer | \$515,598.44 | \$389,013.13 | | | \$904,611.57 | \$1,935,759.66 |
| Total Collection Refuse | \$156,212.67 | \$146,829.64 | | | \$303,042.31 | \$596,592.12 |
| Total Collection On/Off | \$25.49 | \$58.72 | | | \$84.21 | \$129.40 |
| Total Collection Fire | \$943.06 | \$820.89 | | | \$1,763.95 | \$3,559.60 |
| Total Collection Misc | \$4,340.06 | \$2,227.64 | | | \$6,567.70 | \$18,689.73 |
| Total Collection Water Tap Pay Plan | \$1,616.46 | \$0.00 | | | \$1,616.46 | \$5,388.20 |
| Total Collection Sewer Tap Pay Plan | \$0.00 | \$0.00 | | | \$0.00 | \$0.00 |
| Total Collection Tree Removal | \$0.00 | \$0.00 | | | \$0.00 | \$0.00 |
| Utility/Zoning Permit Sales | | | | | | |
| Water Tap Permits | \$16,100.00 | \$3,600.00 | | | \$19,700.00 | \$41,869.02 |
| Water Cost Recovery | \$0.00 | \$7,581.43 | | | \$7,581.43 | \$10,000.00 |
| Sanitary Tap Permits | \$4,500.00 | \$3,345.00 | | | \$7,845.00 | \$26,134.88 |
| Sanitary Connection Fees | \$20,100.00 | \$8,150.00 | | | \$28,250.00 | \$74,400.40 |
| Sanitary Cost Recovery | \$0.00 | \$1,657.05 | | | \$1,657.05 | \$3,580.83 |
| Sanitary Project Reimbursement | \$0.00 | \$5,433.91 | | | | \$0.00 |
| Storm Tap Permits | \$3,500.00 | \$1,095.00 | | | \$4,595.00 | \$3,080.00 |
| Second Meter Permits | \$3,960.00 | \$1,440.00 | | | \$5,400.00 | \$7,200.00 |
| Hydrant Permits | \$0.00 | \$0.00 | | | \$0.00 | \$2,800.00 |
| Zoning Permits | \$6,052.80 | \$3,647.25 | | | \$9,700.05 | \$46,600.05 |
| Service Dept Sales | | | | | | |
| Sewer and Sidewalk Licenses | \$1,731.47 | \$660.00 | | | \$2,391.47 | \$3,210.00 |
| Plans/Bid Documents | \$70.00 | \$825.00 | | | \$895.00 | \$3,270.00 |
| Refuse/Green Yard Waste | | | | | | |
| Refuse Extra Bag Tags | \$495.25 | \$297.32 | | | \$792.57 | \$2,132.25 |
| Refuse Bulk Item Sticker | \$1,125.00 | \$628.50 | | | \$1,753.50 | \$5,179.25 |
| Green Yard Waster Stickers/Bags | \$2,082.00 | \$13,932.80 | | | \$16,014.80 | \$24,320.83 |
| Misc. | | | | | | |
| Misc. | \$2,304.56 | \$0.00 | | | \$2,304.56 | \$3,663.20 |
| Total Collection | \$1,795,419.78 | \$1,525,020.09 | | | \$3,315,005.96 | \$8,843,548.22 |

| | 1st Qtr | 2nd Qtr | 3rd Qtr | 4th Qtr | | |
|--------------------------------|---------|---------|---------|---------|-------|------------|
| Number of Water Accounts | 7,284 | 7,289 | | | | |
| Number of Sewer Accounts | 8,751 | 8,756 | | | | |
| | | | | | Y-T-D | Prior Year |
| Number of Water Tap Permits | 16 | 3 | | | 16 | 27 |
| Number of Sanitary Tap Permits | 19 | 15 | | | 19 | 65 |
| Number of Storm Tap Permits | 14 | 7 | | | 21 | 20 |
| Number of Second Meter Permits | 11 | 4 | | | 11 | 20 |

| | 1st Qtr | 2nd Qtr | 3rd Qtr | 4th Qtr | Y-T-D | Prior year |
|-----------------------------------|-------------|-------------|---------|---------|-------------|-------------|
| Total Water Purchased (Gallons) | 110,554,400 | 133,787,280 | | | 244,341,680 | 582,445,160 |
| Average Daily Water Purchased | 1,228,382 | 1,486,525 | | | 1,357,454 | 1,675,243 |
| Total Sewer Flow (Gallons) | 381,820,000 | 328,660,000 | | | 710,480,000 | 885,420,000 |
| Average Daily Sewer Flow | 4,242,444 | 3,651,778 | | | 3,947,111 | 3,279,333 |
| Estimated Population Served-Water | 21,400 | | | | | |
| Estimated Population Served-Sewer | 25,300 | | | | | |


| Items Sold | 1st Qtr | 2nd Qtr | 3rd Qtr | 4th Qtr | Y-T-D | Prior Year |
|--------------------------|---------|---------|---------|---------|-------|------------|
| Flu Bags | 222 | 220 | | | 442 | 1017 |
| Bulk Item | 103 | 83 | | | 186 | 429 |
| Green Yard Waste Sticker | 133 | 616 | | | 749 | 858 |
| Green Yard Bags | 36 | 22 | | | 58 | 1394 |
| MTU's Replaced | 344 | 126 | | | 470 | 592 |

Activities To Be Performed

Monitoring meter reading
Continue replacement of Dead MTUs

Progress This Period

Systematic Cleaning of sewer collection system
Online utility account availability and email billing
Maintenance and repairs of water distribution system
During the shut down our office was able to provide all services to our citizens


David W. France
Utility Manager