

Sylvania City Council

February 22, 2022

7:30 p.m. Council Meeting

Agenda

1. Roll call. Mr. Frye, Mr. Hansen, Mr. Haynam, Mr. McCann, Mr. Richardson, Ms. Stough, Mrs. Westphal
2. Pledge of Allegiance to the United States of America led by Mr. Hansen.
3. Additions to the agenda.
4. Approval of the Council meeting minutes of February 7, 2022.
5. Resolution No. 6-2022, Commending and thanking Katie Cappellini for her contributions during her 14 years of service to the Sylvania Community as a Member of Sylvania City Council.
6. Elden Ditch Watershed Improvements (Phase 1) – Veteran’s Memorial Field Detention.
 - a. Service Director’s report on the Contract for Professional Surveying & Engineering Services.
 - b. Proposed Ordinance No. 14-2022, Accepting the proposal of Fishbeck to provide Professional Engineering and Survey Services for the Elden Ditch Watershed Improvements (Phase 1) Project.
7. Large Diameter Sanitary Sewer Lining Project (Phase 2).
 - a. Service Director’s report on bids.
 - b. Proposed Ordinance No.21-2022, Accepting the bid of Granite Inliner, LLC and awarding the contract for the Large Diameter Sanitary Sewer Lining Project (Phase 2).
8. LUC-CR-1572-8.28 Main Street Reconstruction Project.
 - a. Service Director’s report on the Consultant Letter of Interest Request.
 - b. Authorization to begin the Letter of Interest (LOI) solicitation.
9. Memorandum of Understanding with the Sylvania School District – Power Supply for Data Collection Units. (DCU’s)
 - a. Service Director’s report on Memorandum of Understanding.
 - b. Proposed Ordinance No. 22-2022, Authorizing to enter into an Agreement with the Sylvania City School District relative to Data Collection Units for the City’s utility meter reading.

10. Purchase of Sewer Division Chevy Silverado 5500 Small Dump Truck.
 - a. Service Director's report on purchase.
 - b. Proposed Ordinance No. 23-2022, Authorizing to accept the proposal of Dave White Chevrolet for the provision of a new 2022 Chevrolet Silverado 5500 Cab & Chassis for the Division of Sewer.
11. Amended & Restated Sylvania Senior Center Operating Agreement.
 - a. Law Director's report on Agreement.
 - b. Proposed Ordinance No. 24-2022, Authorizing to enter into an Amended and Restated Operating Agreement on behalf of the City of Sylvania, Ohio with the Sylvania Township and Sylvania Community Services Center, Inc. for the Sylvania Community Services Center's maintenance and operation of the Senior Center.
12. Then and Now Certifications approval.
13. Committee reports.
14. Committee referrals.

INFORMATION

- A. 2021 Funds Report from Police Chief Schnoor.
- B. Board of Architectural Review minutes from February 16, 2022.
- C. Municipal Planning Commission minutes from February 16, 2022.
- D. Memo from Bill Sanford regarding the Bird Scooter Program.

Minutes of the Meeting of Council
February 7, 2022

The Council of the City of Sylvania, Ohio met in regular session on February 7, 2022 at 7:30 p.m. with Acting Mayor Frye in the chair. Roll was called with the following members present: Mark Frye, Marcus Hansen, Doug Haynam, Brian McCann, Patrick Richardson, Lyndsey Stough, Mary Westphal; (7) present; (0) absent.

Roll call:
All present.

Due to Mayor Stough's absence, Mr. Frye will be as Acting Mayor.

Frye, Acting Mayor.

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

Pledge of Allegiance.

Acting Mayor Frye stated that Council will now consider agenda item 3.

The following items were added to the agenda:

- 3a. Nomination of President Pro-Tem.
- 4b. Sylvania Area Joint Recreation District appointment.
- 14c. Council's Community Board appointments.

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

Agenda approval.

Mr. Haynam moved, Mr. McCann seconded to nominate Mrs. Westphal as President Pro-Tem. There were no other nominations, and all present voted: (7) Yeas, (0) Nays. The motion carried.

Nomination of President Pro-Tem.

Acting Mayor Frye stated that Council will now consider agenda item 4.

Mrs. Westphal presented the January 18, 2022 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 January 18, 2022 be approved; roll call vote being: Frye, McCann, Richardson, Stough, Westphal, Hansen, Haynam, (7) yeas; (0) nays. The motion carried.

Approval of the January 18, 2022 meeting minutes.

Acting Mayor Frye stated that Council will now consider agenda item 5.

Mr. Frye reported on the public hearing from this date regarding the Special Use Permit for a Medical Marijuana Dispensary Facility in the M-1 District at 5625 W. Alexis Road, Sylvania, Ohio. Mr. Howard provided information that this location was not selected by the State of Ohio for the Dispensary but wanted to complete the SUP process. Several spoke in opposition and no one spoke in favor. Mr. Haynam read a list of diseases that benefit from the utilization of such dispensary. No action was taken.

Rept. on P. H. on SUP-4-2021, Medical Marijuana Dispensary Facility at 5625 W Alexis Rd.

Minutes of the Meeting of Council
February 7, 2022

Acting Mayor Frye stated that Council will now consider agenda item 6.

Service Director's report on the Ohio Water Development Authority (OWDA) Loan Application for the Truck Sanitary Sewer Lining Phase 2 project was placed on file. Mr. McCann presented and read aloud by title only, proposed Ordinance No. 10-2022, a written copy of same having been previously furnished to each member of Council "Authorizing the Mayor and Director of Finance to apply for, accept, and enter into an Agreement as required for an Ohio Water Development Authority Loan for the Trunk Sanitary Sewer Lining Phase 2 Project; declaring an emergency."; Mr. McCann moved, Mrs. Westphal seconded for passage of Ordinance No. 10-2022 as an emergency measure; roll call vote being: Richardson, Stough, Westphal, Frye, Hansen, Haynam, McCann; (7) yeas; (0) nays. The motion carried.

Ordinance No. 10-2022,
"Authorizing to enter into an agreement with OWDA... Trunk Sanitary Sewer Lining Phase 2 Project...."

Acting Mayor Frye stated that Council will now consider agenda item 7.

Service Director's report on the Harroun Park Invasive Species Treatment was placed on file. Mr. Hansen presented and read aloud by title only, proposed Ordinance No. 11-2022, a written copy of same having been previously furnished to each member of Council "Authorizing the Mayor and Director of Finance to accept the proposal of the Nature Conservancy to provide invasive species treatments in Harroun Park; appropriating funds therefore in an amount not to exceed \$60,000; and declaring an emergency."; Mr. Hansen moved, Mr. Haynam seconded for passage of Ordinance No. 11-2022 as an emergency measure; roll call vote being: Stough, Westphal, Frye, Hansen, Haynam, McCann, Richardson; (7) yeas; (0) nays. The motion carried.

Ordinance No. 11-2022,
"...Accept proposal of Nature Conservancy... Invasive Species treatment... Harroun Park..."

Acting Mayor Frye stated that Council will now consider agenda item 8.

Service Director's report on the Contract and Construction Engineering and Inspection Services for the Maplewood Avenue Reconstruction was placed on file. Mr. Richardson presented and read aloud by title only, proposed Ordinance No. 12-2022, a written copy of same having been previously furnished to each member of Council "Accepting the proposal of American Structurepoint, Inc. to provide construction engineering and inspection services for the Maplewood Avenue Reconstruction Project; appropriating funds therefore in an amount not to exceed \$79,194; and declaring an emergency."; Mr. Richardson moved, Ms. Stough seconded for passage of Ordinance No. 12-2022 as an emergency measure; roll call vote being:

Ordinance No. 12-2022,
"...Accepting proposal of American Structurepoint, Inc... Const. & Engineering Svcs..."
Maplewood Ave.

Minutes of the Meeting of Council
February 7, 2022

Westphal, Frye, Hansen, Haynam, McCann, Richardson, Stough; (7) yeas; (0) nays.
The motion carried.

Reconstruction
project.

Acting Mayor Frye stated that Council will now consider agenda item 9.

Service Director's report on the Cushman Road Improvements, Change Order #2 (Final) was placed on file. Mr. Richardson presented and read aloud by title only, proposed Ordinance No. 13 -2022, a written copy of same having been previously furnished to each member of Council "Authorizing the Mayor and Director of Finance to approve Change Order No. 2 (Final) to this City's Agreement with Salenbien Trucking and Excavating, Inc. for the Cushman Road Improvement Project to reflect the as-built quantities; increasing the contract amount by \$38,168.39; appropriating funds therefore; and declaring an emergency."; Mr. Richardson moved, Mr. McCann seconded for passage of Ordinance No. 13-2022 as an emergency measure; roll call vote being: Frye, Hansen, Haynam, McCann, Richardson, Stough, Westphal; (7) yeas; (0) nays. The motion carried.

Ordinance No.
13-2022,
"Authorizing to
approve CO #1
(Final) for
Cushman Rd.
Improvements
Project...."

Acting Mayor Frye stated that Council will now consider agenda item 10.

Mr. McCann moved, Mrs. Westphal seconded to table the Elden Ditch Watershed Improvements (Phase 1) – Veteran's Memorial Field Detention Contract, proposed Ordinance No. 14-2022; roll call vote being: Frye, Hansen, Haynam, McCann, Richardson, Stough, Westphal; (7) yeas; (0) nays. The motion carried.

Tabled proposed
Ordinance No.
14-2022.

Acting Mayor Frye stated that Council will now consider agenda item 11.

Service Director's report on the purchase of an Aerial Tower Truck was placed on file. Mr. Hansen presented and read aloud by title only, proposed Ordinance No. 15 -2022, a written copy of same having been previously furnished to each member of Council "Authorizing the Mayor and Director of Finance to accept the proposal of Altec Industries, Inc. for the provision of a 2022 Altec Model LR8-60 Articulating Overcenter Aerial Truck for the Department of Public Service; appropriating \$204,186 therefore; and declaring an emergency."; Mr. Hansen moved, Mr. Haynam seconded for passage of Ordinance No. 15-2022 as an emergency measure; roll call vote being: Haynam, McCann, Richardson, Stough, Westphal, Frye, Hansen; (7) yeas; (0) nays. The motion carried.

Ordinance No.
15-2022,
"Authorizing
proposal of
Altec...2022
Altec Aerial
Truck...."

Minutes of the Meeting of Council
February 7, 2022

Acting Mayor Frye stated that Council will now consider agenda item 12.

Mrs. Westphal presented and read aloud by title only, proposed Ordinance No. 16 -2022, a written copy of same having been previously furnished to each member of Council "Authorizing the Mayor and Director of Finance to enter into an Agreement with Morgan Dietrich; and declaring an emergency."; Mrs. Westphal moved, Mr. McCann seconded for passage of Ordinance No. 16-2022 as an emergency measure; roll call vote being: McCann, Richardson, Stough, Westphal, Frye, Hansen, Haynam; (7) yeas; (0) nays. The motion carried.

Ordinance No. 16-2022, "... agreement with Morgan Dietrich..."

Mrs. Westphal presented and read aloud by title only, proposed Ordinance No. 17 -2022, a written copy of same having been previously furnished to each member of Council "Authorizing the Mayor and Director of Finance to enter into an Agreement with Richard Heber; and declaring an emergency."; Mrs. Westphal moved, Ms. Stough seconded for passage of Ordinance No. 17-2022 as an emergency measure; roll call vote being: Richardson, Stough, Westphal, Frye, Hansen, Haynam, McCann; (7) yeas; (0) nays. The motion carried.

Ordinance No. 17-2022, "... agreement with Richard Heber..."

Acting Mayor Frye stated that Council will now consider agenda item 13.

Ms. Stough presented and read aloud by title only, proposed Ordinance No. 18 -2022, a written copy of same having been previously furnished to each member of Council "Authorizing the Mayor and Director of Finance to enter into a Demolition Assessment Agreement with Mitchell P. Gorsha and Barbara A. Sutherlin for the demolition of the structure at 5301 S. Main St., Sylvania, Ohio; and declaring an emergency."; Ms. Stough moved, Mr. McCann seconded for passage of Ordinance No. 18-2022 as an emergency measure; roll call vote being: Stough, Westphal, Frye, Hansen, Haynam, McCann, Richardson; (7) yeas; (0) nays. The motion carried.

Ordinance No. 18-2022, "authorizing a Demolition Assessment Agreement.... 5301 S. Main St...."

Acting Mayor Frye stated that Council will now consider agenda item 14.

Mrs. Westphal reported on the Employee & Community Relations Committee meeting held on this date to interview candidates and discuss the 2022 SAJRD appointment by Council to the SAJRD Board of Trustees. Mrs. Westphal stated the Committee interviewed four strong candidates with the Committee's decision to appoint Shawn Murphy.

Report of Emp & Com Relations Committee RE: SARJD Appt.

Minutes of the Meeting of Council
February 7, 2022

Mrs. Westphal presented and read aloud by title only, proposed Resolution No. 5 -2022, a written copy of same having been previously furnished to each member of Council “Appointing Shawn Murphy to the Board of Trustees of Sylvania Area Joint Recreation District (“SAJRD”) for a term expiring December 21, 2024; and declaring an emergency.”; Mrs. Westphal moved, Mr. Haynam seconded for passage of Resolution No. 5-2022 as an emergency measure; roll call vote being: Stough, Westphal, Frye, Hansen, Haynam, McCann, Richardson; (7) yeas; (0) nays. The motion carried.

Resolution No. 5-2022, “Appointing Shawn Murphy to SARJD for term expiring 12/31/24...”

Mrs. Westphal reported on Council Member’s appointments to various Boards. Mrs. Westphal moved, Mr. Hansen seconded the following appointments:

Council’s Appointments on Community Boards.

Downtown Sylvania Association	Mark Frye
Sylvania Community Services	Doug Haynam
Sylvania Prevention Alliance	Brian McCann
Heritage Sylvania	Lyndsey Stough
Sylvania Arts Commission	Marcus Hansen
Sister City	Patrick Richardson

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

Acting Mayor Frye stated that there are no items for agenda item 15, so Council will now consider agenda item 16.

Lindsey Samuelson and Nancy Larson voiced concern on the procedures of the Cell Tower litigation, now being handled through the Court system.

Mr. Richardson moved, Mr. McCann seconded to enter into Executive Session for the purpose of possible real estate property sale and pending litigation at 8:41 p.m. Roll call vote being: Frye, Hansen, Haynam, McCann, Richardson, Stough, Westphal, (7) yeas; (0) nays. The motion carried.

Executive Session for purpose of possible sale of city-owned property and pending litigation.

Mrs. Westphal moved, Mr. Haynam seconded to return from Executive Session to General Session at 9:09 p.m. Roll call vote being: Hansen, Haynam, McCann, Richardson, Stough, Westphal, Frye, (7) yeas; (0) nays. The motion carried.

Minutes of the Meeting of Council
February 7, 2022

Ms. Stough presented and read aloud by title only, proposed Ordinance No. 19-2022, a written copy of same having been previously furnished to each member of Council “Approving the Offer to Purchase of RD Investment Holdings, LLC to purchase the City’s real estate located at 6501, 6503, and 6511 Monroe Street, Sylvania, Ohio at a sale price of \$350,000.00; authorizing the Mayor and 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.”; Ms. Stough moved, Mr. Haynam seconded for passage of Ordinance No. 19-2022 as an emergency measure; roll call vote being: Westphal, Frye, Hansen, Haynam, McCann, Richardson, Stough; (7) yeas; (0) nays. The motion carried.

Ordinance No. 19-2022, “Approving offer to purchase from RD Investment Holdings, LLC - 6501, 6503 and 6511 Monroe St....”

Ms. Stough presented and read aloud by title only, proposed Ordinance No. 20-2022, a written copy of same having been previously furnished to each member of Council “Approving the Offer to Purchase of RD Investment Holdings, LLC to purchase a portion of the City’s real estate located at 6517 Monroe Street; Sylvania, Ohio at a sale price of \$47,500.00; authorizing the Mayor and 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.”; Ms. Stough moved, Mrs. Westphal seconded for passage of Ordinance No. 20-2022 as an emergency measure; roll call vote being: Frye, Hansen, Haynam, McCann, Richardson, Stough, Westphal; (7) yeas; (0) nays. The motion carried.

Ordinance No. 20-2022, “Approving offer to purchase from RD Investment Holdings, LLC – a portion of 6517 Monroe St....”

Acting Mayor Frye stated all agenda items have been addressed.

Adjournment.

Mrs. Westphal moved, Mr. McCann seconded to adjourn at 9:15 p.m. Roll call vote being: Haynam, Westphal, McCann, Richardson, Stough, Frye, Hansen, (7) yeas; (0) nays.

Clerk of Council

Mayor

Resolution

NO. 6 -2022

COMMENDING AND THANKING KATIE CAPPELLINI FOR HER CONTRIBUTIONS DURING HER 14 YEARS OF SERVICE TO THE SYLVANIA COMMUNITY AS A MEMBER OF SYLVANIA CITY COUNCIL; AND DECLARING AN EMERGENCY.

WHEREAS, Katie Cappellini began her first term on Sylvania City Council on January 1, 2008; and,

WHEREAS, Mrs. Cappellini served as Chairperson of Sylvania City Council's Parks and Forestry Committee and as City Council's representative to the Sylvania Area Joint Recreation Board of Trustees from January 1, 2008 through December 31, 2021; and,

WHEREAS, Mrs. Cappellini also served on the Zoning & Annexation Committee, Buildings & Grounds Committee, Employee & Community Relations from 2008-2021 and also served on the Utilities and Environment Committee from 2020-2021 and the Monroe Street Corridor Committee in 2008; and,

WHEREAS, Sylvania City Council wants to commend Katie Cappellini for her years of hard work and dedication to the entire Sylvania Community.

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

SECTION 1. That this Council recognizes the accomplishments and talents of Katie Cappellini and thanks and commends her for her fourteen years of service on Sylvania City Council.

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

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

SECTION 4. That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that this Resolution is a necessary step in thanking and commending Katie Cappellini for her fourteen years of dedicated service to the Sylvania Community, and therefore this Resolution should be effective immediately. Provided this Resolution receives the affirmative vote of five (5) or more members elected to Council, 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 on passage as an emergency Yeas ___ Nays ___

Passed, _____, 2022, as an emergency measure.

ATTEST: _____
Clerk of Council
APPROVED: _____
Mayor
Date _____
APPROVED AS TO FORM: _____
Director of Law

President

OTHER MEMBERS OF COUNCIL:



DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE DIRECTOR

February 7, 2022

To: The Mayor and Members of Sylvania City Council

Re: **Elden Ditch Watershed Improvements (Phase 1) – Veteran’s Memorial Field Detention Contract for Professional Surveying and Engineering Services**

Dear Mr. Mayor and Council Members:

Fishbeck has completed their study of the Elden Ditch Watershed as authorized by City Council on January 19, 2021 (Ord. 9-2021). As you may recall, the Utilities & Environment Committee discussed the Elden Ditch watershed at their meeting on September 8, 2020. At the conclusion of the meeting, the Committee recommended moving forward with the hydraulic study with the goal that any proposed infrastructure improvements resulting from the study could be considered for future Ohio Public Works Commission (OPWC) grant opportunities

The study has resulted in a four-phased approach to address issues within the watershed. Phase 1 recommended addressing capacity issues in the Veteran’s Memorial Field area by installing an underground detention system west of the baseball diamonds. The detention facility would provide storage capacity up to the 25-year event and slowly release stormwater to the existing system over a longer period of time. The total cost of the Phase 1 project is estimated to be \$233,427 with construction scheduled to commence in August 2023. The City was successful with our November 2021 OPWC application and will be receiving \$91,000 towards the cost of the project. The Sylvania Area Joint Recreation District will be contributing \$49,500 towards the project as well.

Fishbeck has provided a proposal of \$27,840 to complete the Phase 1 engineering for the project. Engineering was included in the 2022 budget and would be funded from the 503-7510-51686 account. We would recommend approval of the proposal from Fishbeck in the amount of \$27,840. Please call if you should have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Kevin G. Aller".

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

January 28, 2022

Joseph E. Shaw, PE, PS
Deputy Director
City of Sylvania Department of Public Service
6730 Monroe St
Sylvania, OH 43560

**Fee Proposal for Professional Services
Elden Ditch Watershed Improvements (Phase 1) – VMF Underground Detention Facility**

Dear Joe:

Fishbeck is pleased to provide professional survey and engineering services for the referenced project. The Fishbeck team has had the pleasure of providing services to the City of Sylvania (City) in the past. We are confident our assembled team can provide you with outstanding technical quality to cover all required tasks for this project and ensure critical factors are satisfied and understood.

Project Understanding

This project involves the construction of an underground stormwater detention facility at Veterans Memorial Park in Sylvania, Ohio. A hydraulic analysis and preliminary sizing of the facility was completed by Fishbeck as part of the Elden Ditch Watershed Hydraulic Study. The existing 15-inch pipe coming from the railroad tracks and proceeding northeast of the ball fields will be upsized to a 42-inch pipe to meet capacity requirements prior to entering the new detention facility.

Scope of Services

Based on our understanding of the project, Fishbeck offers the following scope of professional engineering services for design of the Elden Ditch Watershed Improvements (Phase 1) project.

1. Topographic Survey
 - a. Contact Ohio Utilities Protection Services (OUPS) to mark buried utilities and obtain plans.
 - b. Provide full topographic survey along the following route:
 - Beginning at the start of the new upsized 42-inch storm at the railroad tracks, then heading southwest following the proposed improvements shown in orange on the attached Exhibit "A".
 - Lateral limits along the proposed pipes are 25 feet each way from pipe centerline for a total width of 50 feet.
 - Lateral limits of the proposed facility will be 35 feet east and west and 50 feet to the south from the center of the preliminary layout shown in orange on the attached Exhibit "A".
 - c. Establish benchmarks and control points from GPS control monuments.
 - d. Monumentation will be looked for to help resolve the railroad right-of-way limits.
 - e. Prepare an AutoCAD base map containing all existing conditions surveyed.

2. Detailed Design
 - a. Develop detailed construction plans, technical specifications, and an engineer's opinion of probable construction costs.
 - b. Perform basic utility coordination through the survey and design process by contacting OUPS and requesting utility markings and existing plans. Design submittals will also be sent to utility contacts within the project area for utility review and verification along with each submittal to the City.
 - c. Coordinate with Contech throughout design process to ensure the plans have all necessary details and notes required.
 - d. We anticipate providing a 50% submittal and 100% submittal to the City.
3. Bidding Phase Services
 - a. Respond to Contractor's and/or Suppliers' questions regarding any Fishbeck prepared contract documents.
4. Construction Phase Services
 - a. Respond to any questions during construction related to Fishbeck prepared contract documents.
 - b. Review shop drawings.
5. Assumptions
 - a. It is assumed any railroad coordination and/or permitting will be handled by the City.

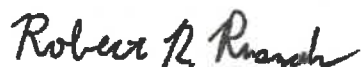
Professional Services Fees

Fishbeck proposes to provide the professional engineering services as described above for a lump sum fee of Twenty-Seven Thousand Eight Hundred Forty Dollars (\$27,840). Invoices will be submitted every four weeks based on the time and expenses incurred, and payment is due upon receipt. If Fishbeck finds the required scope of services differs from what is proposed herein, we will notify you immediately of any appropriate amendment to the scope and fee. The breakdown of costs is attached in the Proposed Consultant Fee Summary.

Authorization

Attached is our Professional Services Agreement. If you concur with our scope of services, please sign in the space provided and return the executed contract to the attention of Molly Studneski (mstudneski@fishbeck.com). This proposal is made subject to the attached Terms and Conditions for Professional Services. Invoices will be submitted every four weeks and payment is due upon receipt.

Sincerely,



Robert Rusnak, PE
Project Manager

Attachments

By email

Copy: Michael L. Berrevoets, PE – Fishbeck
Joshua Mihelcic, PE, PS – Fishbeck

6b

ORDINANCE NO. 14 -2022

ACCEPTING THE PROPOSAL OF FISHBECK TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE ELDEN DITCH WATERSHED IMPROVEMENTS (PHASE 1) PROJECT; APPROPRIATING FUNDS THEREFORE IN THE AMOUNT OF \$27,840; AND DECLARING AN EMERGENCY.

WHEREAS, Ordinance No. 9-2021, passed by Sylvania City Council on January 19, 2021, accepted the proposal of Fishbeck to conduct professional engineering and survey services for the Elden Ditch Hydraulic Study at a cost of \$28,970; and,

WHEREAS, the study has been completed and Fishbeck has recommended a four-phased approach to address issues within the watershed; and,

WHEREAS, Phase 1 recommended addressing capacity issues in the Veteran's Memorial Field area by installing an underground detention system west of the baseball diamonds; and,

WHEREAS, the total cost of the Phase 1 project is estimated to be \$233,427 with construction scheduled to begin in August, 2023; and,

WHEREAS, the City received an Ohio Public Works Commission grant in the amount of \$91,000 towards the project and the Sylvania Area Joint Recreation District will contribute \$49,500 towards the project as well; and,

WHEREAS, the Director of Public Service, by report dated February 7, 2022, has recommended that the proposal in the amount of \$27,840 for the Phase 1 engineering of the Elden Ditch Watershed Improvement Project be accepted.

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

SECTION 1. That the proposal of Fishbeck in the amount of Twenty-Seven Thousand Eight Hundred Forty Dollars (\$27,840.00) for providing engineering services for the Elden Ditch Watershed Improvements (Phase 1) Project, is hereby accepted.

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

SECTION 3. That to provide funds for said engineering services hereby authorized, there is hereby appropriated from the **SA DITCHES & DRAINS FUND** from funds therein not heretofore appropriated to **Account No. 503-7510-51686, Maintenance of Infrastructure** the amount of Twenty-Seven Thousand Eight Hundred Forty Dollars (\$27,840.00)

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

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

SECTION 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the City should provide for the engineering services for the Elden Ditch Watershed Improvements (Phase 1) 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 on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2022, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date



DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE DIRECTOR

February 22, 2022

To: The Mayor and Members of Sylvania City Council

Re: **Large Diameter Sanitary Sewer Lining Project (Phase 2)**

Dear Mr. Mayor and Council Members:

We received six (6) bids on January 14, 2022 for the above referenced project. The lowest bid was submitted by Granite Inliner, LLC from Hillard, Ohio. Their bid of \$1,097,358.30 was approximately 21.5% under the Engineer's Estimate of \$1,397,649.

Granite Inliner has not performed prior work for the City, so references were requested and checked during the bidding evaluation period. Based on the positive responses received, we believe Granite Inliner is a qualified sanitary sewer lining contractor capable of successfully completing this project.

As a reminder, we have secured an Ohio Public Works Commission grant for 44.6% of the project (\$489,421.80). The remaining cost of \$607,936.50 is the City's responsibility. On February 7, 2022 City Council approved the City's share of the project to be financed through a 20-year OWDA loan with a current interest rate of 1.86% (Ord. 10-2022). The requested loan application amount was \$717,672 which included project contingencies.

Therefore, it is our recommendation that the contract be awarded to Granite Inliner, LLC, in the amount of \$1,097,358.30 using account 702-7540-53501.

Please call if you have any questions.

Sincerely,

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

7b

ORDINANCE NO. 21 -2022

ACCEPTING THE BID OF GRANITE INLINER, LLC AND AWARDING THE CONTRACT FOR THE LARGE DIAMETER SANITARY SEWER LINING PROJECT (PHASE 2) TO SAME; AUTHORIZING THE EXPENDITURE FOR THE IMPROVEMENTS IN THE AMOUNT OF \$1,097,358.30; APPROPRIATING FUNDS THEREFORE; AND DECLARING AN EMERGENCY.

WHEREAS, plans for the Large Diameter Sanitary Sewer Lining Project (Phase 2), have been completed and are now on file with the Clerk of this Council; and,

WHEREAS, the Clerk of Council was authorized to advertise for bids at the November 1, 2021 Council meeting and thereafter the Clerk advertised for bids, and the bids were opened on January 14, 2022, and thereafter, the Director of Public Service, by report dated February 22, 2022, stated that the total estimate for the Large Diameter Sanitary Sewer Lining Project was \$1,397,649 and the following bids were received:

<u>BIDDERS</u>	<u>BID PRICE</u>
Granite Inliner, LLC	\$1,097,358.30
Visu-Sewer, Inc.	1,182,902.25
SAK Pipeline Infrastructure	1,419,665.00
Lanzo Construction	1,557,670.00
Insight Pipe Contracting	1,622,596.00
Inland Waters	1,683,580.00

WHEREAS, the six (6) bids offered by the above bidders meet all of the City's specifications and the Director of Public Service, by report dated February 22, 2022, has recommended acceptance of the lowest and best bid of Granite Inliner, LLC and that the contract for the Large Diameter Sanitary Sewer Lining Project (Phase 2) be awarded to same.

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

SECTION 1. That the bid of Granite Inliner, LLC, Hilliard, Ohio for said Large Diameter Sanitary Sewer Lining Project (Phase 2), in the amount of One Million Ninety-Seven Thousand Three Hundred Fifty-Eight and 30/100 Dollars (\$1,097,358.30), is hereby determined to be the lowest and best bid received and the same is hereby accepted.

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

SECTION 3. That to provide funds for said improvements hereby authorized, there is hereby appropriated from the **SEWER FUND** from funds therein not heretofore appropriated to **Account No. 702-7540-53501 - Utility Improvements**, the total sum of One Million Ninety-Seven Thousand Three Hundred Fifty-Eight and 30/100 Dollars (\$1,097,358.30).

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

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

SECTION 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the bid of Granite Inliner should be accepted immediately so as to provide for the commencement of the Large Diameter Sanitary Sewer Lining Project (Phase 2) 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 on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2022, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

8



DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE DIRECTOR

February 22, 2022

To: The Mayor and Members of Sylvania City Council

Re: **LUC-CR-1572-8.28 (PID 111207) – MAIN STREET RECONSTRUCTION
CONSULTANT LETTER OF INTEREST (LOI) REQUEST**

Dear Mr. Mayor and Council Members:

This project consists of removing the existing pavement full depth and reconstructing with a new asphalt section on Main Street between Tenmile Creek and 250 feet south of Ravine Drive. In addition, this existing pavement width is sufficient to accommodate bike lanes on each side of the roadway which will be accomplished via a “road diet”. Other improvements include storm sewer upgrades via replacement and cured-in-place lining methods and a traffic signal replacement at St. Joe’s Church. Construction is scheduled for 2024.

On June 4, 2018 City Council authorized the Service Department to apply for Surface Transportation Block Grant (STBG) funding (Res. 10-2018). The total cost of the project was estimated to be \$884,005 and we were awarded the full STBG amount requested (\$400,000). The Service Department plans to request additional funding assistance with a future Ohio Public Works Commission (OPWC) grant application later this year.

The next step in this process is to request Letters of Interest (LOI) from engineering consultants to design the project. City staff members will review the LOI’s and select the most qualified consultant to complete the design. Once the consultant is selected the City will enter into fee negotiations with the goal of having a consultant ready to initiate work by May 2022.

We would request authorization to begin the LOI solicitation. Please call with any questions.

Sincerely,

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

9a



DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE DIRECTOR

February 22, 2022

Sylvania Schools Board of Education
4747 North Holland-Sylvania Road
Sylvania, Ohio 43560

Re: **Memorandum of Understanding with the Sylvania School District
Power Supply for Data Collection Units (DCU's)**

The City of Sylvania operates an Advanced Metering Infrastructure System for our water and sewer billing. As a part of this system the City has seven (7) Data Collection Units (DCU's) around town that collect meter reading call-in data for our customer base. Four (4) of these units are located on Sylvania School buildings (Highland Elementary, Sylvan Elementary, Arbor Hills Junior High School, and McCord Junior High School).

The DCU's are currently solar powered and especially in winter months these units can go out of service due to insufficient sunlight. When this occurs, our customer's utility bills have to be estimated due to the inability of the units to transmit the readings. To alleviate this issue, the City would like to switch from solar to electrical power at all of our sites. The power that would be consumed by the DCU's at the Sylvania Schools sites would be minimal and would range from 72 kWh/year to 88 kWh/year which would result in an estimated cost of \$5 per school site annually.

The Sylvania School Board has reviewed and approved the enclosed memorandum of understanding (MOU) at their February 7th meeting. We would request Council consideration and approval of the MOU as well. The field conversion of the all school sites to electrical power will be scheduled for this summer while school is out of session.

Please contact me with any questions.

Sincerely,

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

DATA COLLECTION UNIT AGREEMENT

BETWEEN THE CITY OF SYLVANIA

AND

THE SYLVANIA SCHOOL DISTRICT

This Agreement is entered into this ___ day of _____, 2022, by and between the Sylvania School District ("School"), 4747 Holland-Sylvania Rd., Sylvania, OH 43560 and the City of Sylvania ("City"), 6730 Monroe Street , Sylvania, OH 43560.

RECITALS:

WHEREAS, The City operates an Advanced Metering Infrastructure System for its water and sewer billing, and, as a part of this system the City has seven (7) Data Collection Units (DCU's) that collect meter reading call-in data for its customer base, and, four (4) of these units are located on Sylvania School buildings (Highland Elementary, Sylvan Elementary, Arbor Hills Junior High School, and McCord Junior High School); and,

WHEREAS, The City's DCU's are currently solar powered, and especially in winter months, these units can go out of service due to insufficient sunlight, and when this occurs customer utility bills have to be estimated due to the inability of the units to transmit the readings; and,

WHEREAS, The City would like to alleviate this issue by switching from solar to electrical power at the Sylvania School sites, and, the estimated power consumption used by the DCU's ranges from 72 kWh/year to 88 kWh/year which results currently in an estimated cost of \$5 per site; and,

WHEREAS, The Schools are agreeable to providing the electrical power to the DCU's based on the information above.

NOW, THEREFORE, the parties hereto agree as follows:

1. The City will arrange and pay for all costs to have the DCU's replaced in or near their current location on Highland Elementary, Sylvan Elementary, Arbor Hills Junior High, and McCord Junior High Schools. Relocation may be necessary for access to the existing electrical power. The City will further pay all costs related to maintaining the DCU's.
2. The Schools agree to provide electrical power to the DCU's at no cost to the City.
3. The initial term of this Agreement will remain in effect from April 1, 2022 until December 31, 2023. This Agreement shall be automatically renewed each January 1

thereafter for a twelve (12) month period unless written notice to terminate is given by either party pursuant to the terms of the Agreement.

4. Termination. This Agreement may be terminated by either party, for any reason, upon six (6) months written notice to the other party.
5. Indemnification. The City will defend, save and hold the Sylvania City School District harmless from any and all claims, damages, suits, action or causes of action resulting from the installation and operation of the Data Collection Units (DCU's) on Sylvania City School District facilities.

IN WITNESS WHEREOF, the City of Sylvania, by its Mayor and Director of Finance, pursuant on the ____ day of _____, 2022 and the Sylvania School District have affixed their signatures respectively.

SYLVANIA SCHOOL DISTRICT

By 

By 

CITY OF SYLVANIA

By _____
Craig A. Stough, Mayor

By _____
Toby Schroyer, Director of Finance

9b

ORDINANCE NO. 22 -2022

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AN AGREEMENT WITH THE SYLVANIA CITY SCHOOL DISTRICT RELATIVE TO DATA COLLECTION UNITS FOR THE CITY'S UTILITY METER READING; AND DECLARING AN EMERGENCY.

WHEREAS, the City uses an Advanced Metering Infrastructure System for its water and sewer billing; and,

WHEREAS, the City has seven Data Collection Units (DCUs) throughout the City's service areas that collect meter reading data for the City's customers, four of which are located on Sylvania School buildings, i.e., Highland Elementary, Sylvan Elementary, Arbor Hills Junior High and McCord Junior High; and,

WHEREAS, the DCUs are currently solar powered and, from time-to-time, go out of service due to insufficient sunlight which requires the utility bills to be estimated; and,

WHEREAS, the City and the Sylvania City School District have agreed to switch the DCUs located on Highland Elementary, Sylvan Elementary, Arbor Hills Junior High and McCord Junior High from solar power to electrical power by utilizing the schools' electrical power at no cost to the City; and,

WHEREAS, the Director of Public Service, by report dated February 22, 2022, has indicated that the Sylvania City School District approved the Data Collection Unit Agreement at its February 7, 2022 Board of Education meeting.

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

SECTION 1. That the Mayor and the Director of Finance be, and they hereby are, authorized to sign the Data Collection Unit Agreement on behalf of this City, a copy of which is attached hereto as "Exhibit A."

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

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

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the Agreement should be approved immediately so that the Data Collection Units can be converted to electrical power 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 on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2022, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

10a



DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE DIRECTOR

February 22, 2022

To: The Mayor and Members of Sylvania City Council

Re: **Purchase of Sewer Division Chevy Silverado 5500 Small Dump**

Dear Mayor and Council Members:

The City's sewer division has an existing 2006 small dump truck that has served the City well for 16 years but is beginning to show it's age as well as have repeated maintenance issues.

We are proposing to replace the existing vehicle with a 2022 Chevy Silverado 5500 cab and chassis. This truck will be purchased from Dave White Chevrolet here in Sylvania in the amount of \$51,805.78 which is below the state term pricing. The dump bed package will be purchased separately and will come before council at a later date. The replacement of this truck is included in our 2022 Operating budget via account 702-7540-53405.

Please call if you have any questions.

Sincerely,

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

10b

ORDINANCE NO. 23 -2022

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ACCEPT THE PROPOSAL OF DAVE WHITE CHEVROLET FOR THE PROVISION OF A NEW 2022 CHEVROLET SILVERADO 5500 CAB AND CHASSIS FOR THE DIVISION OF SEWER, DEPARTMENT OF PUBLIC SERVICE; APPROPRIATING \$51,805.78 THEREFORE; AND DECLARING AN EMERGENCY.

WHEREAS, the City's Sewer Division has an existing 2006 small dump truck that is need of replacement; and,

WHEREAS, the Director of Public Service has received a proposal from Dave White Chevrolet for the purchase of one (1) new 2022 Chevrolet Silverado 5500 cab and chassis at a total cost of \$51,805.78, which is below the state term pricing; and,

WHEREAS, the Director of Public Service, by report dated February 22, 2022, has recommended acceptance of the proposal of Dave White Chevrolet to purchase a new 2022 Chevrolet Silverado 5500 cab and chassis for the Sewer Division, Department of Public Service.

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

SECTION 1. That the Mayor and the Director of Finance be, and they hereby are, authorized to sign the proposal of Dave White Chevrolet on behalf of this City, thereby indicating such approval and acceptance for the provision of a new 2022 Chevrolet Silverado 5500 cab and chassis for the Division of Sewer, Department of Public Service.

SECTION 2. That the Mayor and Director of Finance be, and hereby are, authorized and directed to sign any and all instruments and to do any and all things necessary to complete said purchase.

SECTION 3. That, upon receipt of delivery of said pickup truck by the City of Sylvania, the Director of Finance is hereby authorized to issue his warrant or warrants in payment therefore from the **SEWER FUND** from funds therein not heretofore appropriated to **Account No. 702-7540-53405- Equipment**, the total sum of Fifty-One Thousand Eight Hundred Five and 78/100 Dollars (\$51,805.78).

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

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

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

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2022, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

MEMORANDUM

TO: Craig A. Stough, Mayor
Members of Sylvania City Council
FROM: Leslie B. Brinning, Director of Law
RE: Amended and Restated Sylvania Senior Center Operating Agreement
DATE: February 18, 2022

The City, Sylvania Township and Sylvania Community Services Center, Inc. entered into an Operating Agreement for the Sylvania Senior Center on February 22, 2002 following the construction of the new Senior Center at 7140 W. Sylvania Ave. The Operating Agreement was for an initial term of 20 years with three additional five-year periods.

Over the past few months, representatives from the City, Sylvania Township and Sylvania Community Services Center reviewed the Operating Agreement and have recommended some modifications to the original Operating Agreement. I am attaching a redline version of the Amended and Restated Operating Agreement for your review and a summary of the more substantive changes are set forth below:

- A. 4. Reporting. Changed the requirement from quarterly to annual reporting. Financial reports are submitted monthly, however, the reports of activities and programs are submitted on annual basis.
- B. 6. Parking. This section was modified to delete the requirement for a parking agreement with Tam-O-Shanter and acknowledgement by both Tam-O-Shanter and Sylvania Community Services Center that the parking areas on each parties' land was for their use. This is to reflect the fact that there have been no parking issues between Tam-O-Shanter events and Sylvania Senior Center events during the initial term of the Agreement.
- C. 8. Insurance and Responsibility. This section was modified to clarify the language and provide that each party is responsible for its own acts or omissions in connection with the maintenance, operation and use of the Senior Center.
- D. 9. Casualty. Specific timelines for repair/restoration in the event of damage to the Senior Center were added to this section.
- E. 10. Dispute Resolution. A mediation requirement, in addition to the arbitration requirement, was added for resolution of any disputes among the parties.
- F. 13. Nondiscrimination. This section was updated to comply with current Federal Law.
- G. 15. Termination. This section was added and permits Sylvania Community Services Center to terminate the Amended and Restated Operating Agreement in certain circumstances relating to the operating levy or damage to the Senior Center facility. If Sylvania Community Services Center determines that it does not have sufficient funding to operate the Senior Center or if it determines to cease business operations or operation of the Senior Center, Sylvania Community Services must give at least twelve (12) months notice.

We recommend approval of the Amended and Restated Operating Agreement. If you have any questions, please give me a call.

AMENDED AND RESTATED
SYLVANIA SENIOR CENTER OPERATING AGREEMENT

Formatted: No underline

Formatted: Underline

This Agreement is entered into as of this 22nd day of February, 2002, among the Township of Sylvania, Lucas County, Ohio (the "Township"), the City of Sylvania, Lucas County, Ohio (the "City"), and Sylvania Community Services Center, Inc., an Ohio non-profit corporation ("SCS"), as amended and restated in its entirety by the parties as of the 22nd day of February, 2022.

RECITALS

This Agreement is authorized by Ordinance No. 24-2001 passed by the Council of the City, and Resolution No. 02-01-0188-2002, passed by the Township. Pursuant to the ordinance and the resolution, a Financing, Construction and Ownership Agreement ("Financing Agreement") was entered into among the Township, the City and SCS. Under the Financing Agreement, the parties agreed to the construction of a community center to provide recreational, civic and educational activities for senior and other citizens ("**Senior Center**"). The Financing Agreement also directs the parties to enter into this Agreement.

The Senior Center is located on the parcel of land described in Exhibit A. A site plan showing the Senior Center is attached as Exhibit B. A portion of the Exhibit A land is reserved for use other than the Senior Center. The term "**Senior Center Land**" includes only that portion of the Exhibit A land outlined on Exhibit B. The Township and the City have caused the construction of the building housing the Senior Center, the parking areas and driveways, and all other improvements on the Senior Center Land (collectively, the "**Senior Center Improvements**").

In the November 7, 2000 General Election, the electors of the Township approved a levy of an additional tax within the Township at the rate of .32 mills for a period of five (5) years (the "**Levy**"), the proceeds of which are to be used for the operation of the Senior Center.

NOW, THEREFORE, in consideration of the foregoing and the covenants contained in this Agreement, the parties agree as follows:

1. Appointment of Manager. The Township and the City hereby appoint SCS to maintain and operate the Senior Center. SCS agrees to operate the Senior Center to provide recreational, civic and educational activities for seniors and other citizens, including without limitation, the activities of a community multi-purpose project contemplated by Ohio Revised Code Section 173.11. The Senior Center shall be operated in such a manner as to give priority to the provision of programs and services for senior citizen residents in the Township and City of Sylvania and senior citizens from other communities, provided that the Senior Center also shall be made available for civic,

educational and recreational activities to other residents of the Township and the City ["Non-Senior Activities"]) from time to time to the extent that such use does not materially interfere with the use of the Senior Center for the provision of activities and services for senior citizens.

SCS represents that the IRS 501(c)(3) determination letter which it has supplied to the Township and the City remains effective. SCS shall maintain its 501(c)(3) status through the term of this Agreement.

2. Maintenance.

2.01 Township and City's Responsibilities. The Township and the City shall maintain the roof, all structural portions of the building, and the exterior walls of the building in good condition and repair, including replacement, if necessary. The Township and the City shall also be responsible for:

- (i) replacement of the parking lot and/or driveways, if necessary, and
- (ii) replacement of any HVAC item, the cost of which exceeds \$25,000.

If the cost of any of the above maintenance items are properly payable out of the proceeds of the Levy and the Township solicitor issues a written opinion to that effect, then SCS, within fifteen (15) days of receipt of the opinion, shall reimburse the Township and the City for the cost of that item. For all other maintenance items for which they are responsible, the Township and the City shall bear the cost of maintenance.

2.02 SCS' s Responsibilities. Other than as set forth in Section 2.01, SCS shall maintain in good condition and repair the Senior Center Land and all of the Senior Center Improvements including replacement, if necessary.

SCS shall comply with all requirements of any insurance carrier for any portion of the Senior Center, and with all laws, ordinances, regulations and rules of all federal, state, municipal and other governmental authorities, now or hereafter in force in regard to operation of the Senior Center. The above shall include, but not be limited to, the accessibility guidelines for buildings and other provisions of the Americans with Disabilities Act. SCS shall install and maintain fire extinguishers and other fire protection devices as may be required from time to time by any agency having jurisdiction over the Senior Center, and by any insurance carrier insuring any portion of the Senior Center.

Subsequent to completion of the initial construction of the Senior Center by the City and the Township, SCS shall keep the Senior Center free from any and all liens arising out of any work performed, materials furnished or obligations incurred by or for SCS, and agrees to bond against or discharge any mechanics' or materialmens' lien within ten (10) days after written request forwarded by the Township or the City.

SCS shall not: (i) make any alterations or improvements involving the roof or structural portions of the Senior Center; and (ii) shall not make any material alterations, additions or improvements to other portions of the Senior Center, without the prior written consent of the Township and the City.

3. Proceeds of Levy. The Township agrees to provide to SCS the proceeds of the Levy as received by the Township. The Township also agrees to submit to the electors of the Township the question of renewal or replacement, or increase or decrease, or any combination thereof, of the Levy, or an additional ad valorem on property tax levy, from time to time consistent with the maintenance by SCS of the level and type of programs and services made available in the operation of the Senior Center by SCS during the initial term of the Levy. SCS shall use the proceeds of the Levy for the operation of the Senior Center and shall expend the levy proceeds only on "current operating expenses" as defined in Section 5705.01 of the Ohio Revised Code.

Any additional costs incurred for the provision of Non-Senior Activities shall be funded other than from the proceeds of the Levy or any other tax levied for the purpose of paying costs of providing activities and services for senior citizens.

4. Reporting. SCS shall submit monthly financial reports of the operation of the Senior Center to the Township and the City. SCS shall also submit ~~quarterly~~ an annual reports of the activities and programs carried out during the preceding period. Such reports shall contain all information requested by the Township and the City. Annually, SCS shall certify to the Township and the City that the Senior Center has been operated in accordance with the provisions set forth in this Agreement.

The Director of SCS, and any other employee of SCS (or their designee if the Director or employee is unavailable), shall, at the request of the President of the Board of Trustees of the Township, or the President of the Council of the City, attend any meeting of the Township Trustees or the City Council. The Trustees or the Council, as the case may be, shall give at least ten (10) days written notice to the Director or such other employee of the meeting at which attendance is required, which notice shall set forth the topic(s) to be addressed by or with the Director.

5. USE FOR NON-SENIOR ACTIVITIES. Attached as Exhibit C to this Agreement is a set of policies governing use of the Senior Center for Non-Senior Activities. These policies, among other things, denote the portions of the Senior Center which may be made available for Non-Senior Activities, and set forth the methods for charging for such uses. The policies will be effective through December 31, 2002. Beginning in 2002, SCS shall submit to the Township and the City, by November 1 of each calendar year, a set of policies intended to govern use of the Senior Center for Non-Senior Activities for the next calendar year (SCS may submit the same set of policies that are already in place). The Township and the City shall give their requested revisions (if any) to the policies to SCS by December 1, and the parties shall then cooperate to agree upon a new

set of policies by December 31. If the parties have not reached an agreement on the new policies by that date, the policies for the preceding calendar year shall remain effective until such agreement is reached.

6. PARKING. The Senior Center is adjacent to Tam-O-Shanter Recreational Center ("Tam-O-Shanter"). It is likely that the Senior Center and Tam-O-Shanter will, for certain events, use portions of the other's parking lot(s) for overflow parking. SCS shall enter into an agreement with Tam-O-Shanter under which:

~~(iii) Tam-O-Shanter acknowledges that the parking areas on the Senior Center Land shall be used primarily for activities occurring at the Senior Center.~~

~~(v) SCS acknowledges that the parking areas on the Tam-O-Shanter land shall be used primarily for activities occurring at Tam-O-Shanter.~~

~~(vii) The parties agree to cooperate with each other Tam-O-Shanter, and agrees to exchange schedules on a regular basis, with as much advance notice as reasonably possible, to coordinate the needs for potential overflow parking by either SCS or Tam-O-Shanter.~~

7. REAL ESTATE TAXES. The City, as the owner of the Senior Center Land, will use its best efforts to have the Senior Center exempted from real estate taxes and assessments. If the City cannot obtain that exemption or if certain real estate taxes and/or assessments are payable despite the exemption, SCS will pay all real estate taxes and assessments levied on the Senior Center Land and the Senior Center Improvements before they are due. Notwithstanding the foregoing sentence, the City agrees that it shall pay all taxes and assessments regarding the Senior Center Land until the determination of the exemption has been made. If a tax bill covers all of the land described in Exhibit A, SCS shall be responsible only for that portion of the bill covering:

- (i) the Senior Center Improvements, and
- (ii) the Senior Center Land. Taxes on the Senior Center Land shall be determined by multiplying the land tax on the bill by a fraction, the numerator of which is the acreage contained in the Senior Center Land, and the denominator of which is its acreage contained in the Exhibit A land.

8. INSURANCE AND INDEMNITY RESPONSIBILITY; WAIVER OF SUBROGATION.

8.01 Fire Insurance. SCS shall maintain on the Senior Center Improvements a policy of fire and extended coverage insurance, with vandalism and malicious mischief endorsements, to the extent of the full replacement value of the Senior Center Improvements. Such policy shall also include a "stipulated amount" or "agreed amount"

Formatted: No Spacing, Add space between paragraphs of the same style, Not Don't swap indents on facing pages

Formatted: No Spacing, Justified, Add space between paragraphs of the same style, No bullets or numbering, Not Don't swap indents on facing pages

Formatted: No Spacing, Indent: Left: 0", Add space between paragraphs of the same style, Not Don't swap indents on facing pages

Formatted: No Spacing, Justified, Add space between paragraphs of the same style, No bullets or numbering, Not Don't swap indents on facing pages

Formatted: No Spacing, Indent: Left: 0", Add space between paragraphs of the same style, Not Don't swap indents on facing pages

Formatted: No Spacing, Justified, Add space between paragraphs of the same style, No bullets or numbering, Not Don't swap indents on facing pages

endorsement. The insurance policy shall be issued in the names of the Township, the City and SCS, as their interests may appear. The insurance policy shall provide that any proceeds shall be made payable jointly to the Township and the City.

8.02 Liability Insurance. SCS shall maintain a policy of public liability and property damage insurance, inclusive of "umbrella" coverage in the following limits:

Public Liability: \$2,000,000
Property Damage: \$2,000,000

The policy shall name the Township, the City and SCS as insureds. The minimum limits set forth above may be increased from time to time in the discretion of the Township and the City, provided, however, that such an increase may only be requested once every three (3) years and provided further that the percentage of such increase may not exceed the increase in the Consumer Price Index ("CPI") since the date hereof until the request for such increase.

8.03 Policies: Certificates. The insurance companies and the policies shall be reasonably acceptable to the Township and the City. Copies of the paid up policies evidencing such insurance or a certificate of such policies, shall be delivered to both the Township and the City on the commencement date of this Agreement, and upon any change or extension of a policy. Each policy shall contain a clause that the insurer will not cancel or change the insurance without first giving both the Township and the City thirty (30) days' prior written notice.

8.04 ~~Indemnity. SCS agrees to indemnify the Township and the City, and save them harmless (except for any loss or damage resulting from the negligence or intentional acts of the Township or the City, its agents or employees) from and against any and all claims, actions, damages, liability and expense, including attorneys' fees, in connection with loss of life, personal injury and/or damage to property of whatever kind or character, however caused, arising from any occurrence in, on or about the Senior Center, or from the occupancy or use of the Senior Center by SCS, or occasioned totally or in part by any act or omission of SCS, its agents, contractors, employees, clients, customers or licensees. If the Township or the City, without fault on its part, is made a party to any litigation commenced by or against SCS, then SCS shall protect and hold the Township and the City harmless, and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by the Township or the City in connection with such litigation. Responsibility. Each party shall be responsible for its own acts or omissions in connection with the maintenance, operation or use of the Senior Center, the Senior Center Improvements and the Senior Center Land, and each party agrees to defend itself and pay any judgments and costs arising from such acts or omissions, and nothing in this Agreement shall impute or transfer any such responsibility to the other parties.~~

Formatted: Justified

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Font: 12 pt

8.05 Waiver of Subrogation. Each party to this Agreement hereby releases and

discharges the other parties and any officer, trustee, agent, employee or representative of such party, of and from any liability arising from loss, damage or injury caused by fire or other casualty for which insurance is carried by the injured party at the time of such loss, damage or injury, to the extent of any recovery by the injured party under such insurance.

9. CASUALTY. If the Senior Center is partially or totally damaged or destroyed by fire or other casualty insured under the insurance carried by SCS, the damage to the Senior Center shall be promptly repaired by the Township and the City, unless the Township and the City elect not to repair or rebuild as provided below. The Township and the City may elect not to repair such damage in two situations:

- (i) If the cost of repairing the damage would exceed the actual insurance proceeds paid for such damage by \$500,000 or more; or
- (ii) If the damage occurs in the last two (2) years of the initial term of this Agreement, or in any extended term, and the cost of repairing the damage would exceed the actual insurance proceeds paid for such damage by \$200,000 or more.

~~_____~~In either of the above two events, the Township and the City may terminate this Agreement by giving written notice to SCS within One Hundred Twenty (120) Sixty (60) days after the occurrence of such damage or destruction.

The damage to the Senior Center shall be repaired or rebuilt to its condition immediately prior to the occurrence of the damage or destruction, and the buildings and improvements, subsequent to the repairs or restoration, shall approximate as much as possible the buildings and improvements prior to the damage or destruction unless otherwise agreed by SCS.

The repair/restoration work shall be commenced as soon as reasonably practicable after the date of any such damage or destruction, and shall be completed within a reasonable time thereafter, due regard being had to availability of labor or materials.

In the event either (iii) the Township and the City elect not to repair the damage or destruction as provided in the first paragraph of this Section 9; (iv) the repair/restoration work is not commenced within a reasonable time after the date of any such damage or destruction, due regard being had to required bidding, permitting and other jurisdictional procedures, or (v) said repair/restoration work is not substantially completed within two hundred seventy (270) days of commencement of the work unless the completion is delayed because of unavailability of labor or materials, then SCS, at its option, may terminate this Agreement by written notice to the Township and the City. In the event SCS terminates this Agreement as provided in this paragraph, the Township and the City may contract with another entity to operate the Senior Center.

10. **DISPUTE RESOLUTION.** The Township, the City and SCS shall each designate one (1) representative to assist in resolving any dispute among the parties arising under this Agreement. The name, address, telephone number and title of the designated representative shall be given to the other parties. These three people shall comprise the "**Senior Center Committee.**" If any issue cannot be resolved among the parties, the issue first shall be submitted to the Senior Center Committee, which shall meet within eight (8) business days after such submission to address the dispute.

If the dispute cannot be reconciled among the parties within fifteen (15) days of the initial meeting of the Senior Center Committee, then the dispute shall, upon the request of any of the members of the Senior Center Committee, be submitted to mediation in accordance with the rules of an appropriate mediation program in Lucas County, Ohio and in accordance with Ohio Revised Code Chapter 2710. Each party agrees to participate in good faith in the mediation and to use best efforts to resolve the mediation within thirty (30) days.

If the parties are unable to resolve the dispute through good faith participation in mediation within thirty (30) days of the commencement of such mediation or such longer date as the parties can agree, any party may submit the dispute to final and binding arbitration. Such arbitration shall be administered by the American Arbitration Association, or such other arbitrator(s) as the members of the Senior Center Committee shall mutually agree. The arbitration shall be conducted in accordance with the commercial arbitration rules (including the Emergency Interim Relief Procedures) of the American Arbitration Association, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over such matter; provided, however, that such dispute must be submitted to arbitration within one (1) year after the dispute arose or the parties shall be deemed to have waived their rights to pursue the dispute in any forum. The arbitrators shall have no right to award any punitive or exemplary damages or to vary or ignore the terms of this Agreement and shall be bound by controlling law.

Each party shall bear the costs of any consultant, expert or lawyer engaged by that party for the mediation or arbitration, but ~~the~~ the costs of any ~~such~~ the mediation or arbitration ~~services~~ shall be shared equally by the Township, City and SCS.

11. **ASSIGNMENT.** SCS may not assign any of its rights or obligations under this Agreement without the prior written consent of both the City and the Township.

12. **RIGHT OF ENTRY.** The Township and the City shall have the right to enter the Senior Center at all reasonable times during regular operating hours to examine the Senior Center, to show the Senior Center to prospective mortgagees, and for all other reasonable purposes. The Township and the City agree that at all times, with the exception of an emergency situation, they shall schedule an appointment with SCS for all

times of entry and that they shall use commercially reasonable efforts to not interfere with SCS's business, operations or activities to the extent practicable.

13. **NONDISCRIMINATION.** SCS currently has a nondiscrimination policy and shall continue to maintain such policy in regard to the use of the Senior Center. In addition, SCS shall not enter into any agreement regarding use of the Senior Center without incorporating into such agreement provisions which will ensure that the use and occupancy of the Senior Center, and the provision of community services and other benefits, will be available without regard to sex, sexual orientation, gender identity (including gender expression), race, creed, color, national origin, ~~ancestry and religion,~~ marital status, disability, and any other class of individuals protected from discrimination from time to time under applicable state or federal law.

14. **SURRENDER.** At the expiration of termination of this Agreement, SCS shall immediately vacate and peaceably surrender the Senior Center, broom clean and in good condition and repair, and maintained in accordance with the provisions of this Agreement reasonable wear and tear excepted.

15. **DEFAULT.** The follow items shall constitute an "event of default" hereunder: SCS: (i) defaults in the fulfillment of any material covenant or agreement contained in this Agreement, ~~and such default continues for a period of sixty (60) days after notice of the same from the Township or the City, provided that if such default is not capable of being remedied within such sixty (60) day period, the failure to remedy shall not constitute an event of default hereunder so long as SCS is using its best faith efforts to cure such default;~~ or (ii) SCS commits waste or unnecessary material damage to the Senior Center Improvements or Senior Center Land; ~~or (iii) the proceeds from the Levy described in Section 3 hereof become unavailable, either in the original five-year period or in any renewal or replacement and SCS, the City and the Township are unable mutually to determine an alternative method acceptable to all three parties to fund the operations of the Senior Center, provided, in either case that such claimed default, waste or damage continues for a period of sixty (60) days after notice of the same from the Township or the City, and provided further that if such default is not capable of being remedied within such sixty (60) day period, the failure to remedy shall not constitute an event of default hereunder so long as SCS is using its best faith efforts to cure such claimed default, waste or damage.~~

Upon an event of default as defined above, the Township and the City shall have the right, upon the giving of ten (10) days' notice to SCS, to enter and take control of the Senior Center Improvements and Senior Center Land, to operate the same and to accept the proceeds from the Levy described in Section 3 hereof, if any, for the operation of the same and to contract with another entity to operate the Senior Center.

16. **ENVIRONMENTAL MATTERS.** SCS shall not knowingly cause or permit to occur:

A.(I) Any violation of any federal, state or local law, ordinance or regulation now or hereafter enacted, related to environmental conditions ("Environmental Laws") on, under, or about the Senior Center, or arising from SCS' use or occupancy of the Senior Center, including, but not limited to, soil and groundwater conditions; or

B.(II) The use, generation, release, manufacture, refining, production, processing or disposal of any hazardous substances on, under, or about the Senior Center. SCS shall not transport any hazardous substance to, or store any hazardous substance at, the Senior Center.

SCS shall use reasonable efforts to comply with all laws regulating the use, generation, storage, transportation, or disposal of hazardous substances. SCS shall make all submissions to, provide all information required by, and comply with all requirements of all governmental authorities under the Environmental Laws.

SCS shall promptly provide all information regarding the use, generation, storage, transportation or disposal of the hazardous substances that is required by the Township or the City. If SCS receives any notice from any party claiming a violation or potential violation of any environmental law, or claiming that any environmental clean-up is required at the Senior Center, SCS shall promptly furnish both the Township and the City with a copy of such notice.

SCS shall not be responsible for any release of hazardous substances, or any violations of Environmental Laws, by the Township, the City, or any of their employees, agents or contractors.

17. MISCELLANEOUS.

17.01 Entire Agreement. This Agreement sets forth all of the conditions and understandings among the Township, the City and SCS concerning the Senior Center. No alteration, amendment, change or addition to this Agreement shall be binding upon any party unless reduced to writing and signed by each party.

17.02 Notices. Any notice, demand, request or other instrument which may be or is required to be given under this Agreement shall be sent either by:

- (i) Certified U.S. First Class mail, return receipt requested; or
- (ii) Hand delivery, to be evidenced by a signed receipt, or;
- (iii) By facsimile transmission, followed by certified U.S. first class mail or hand delivery.

Any such item shall be addressed to the addresses set forth below, or to such other

address as a party may designate by written notice:

- (i) If the Township:
4927 Holland-Sylvania Road
Sylvania, Ohio 43560
Attention: ~~Township Clerk~~Fiscal Officer
Phone – (419) 882-0031
Facsimile – (419) 885-8311

- (ii) If the City:
6730 Monroe Street
Sylvania, Ohio 43560
Attention: Finance Director Phone - (419) 885-8934
Facsimile - (419) 885-8998

- (iii) If to SCS:
~~6850 Monroe Street~~ 4747 N. Holland-Sylvania Road
Sylvania, Ohio 43560
Attention: Executive Director
Phone - (419) 885-4126
Facsimile - (419) 882-1639

Formatted: Font: Tahoma, 12 pt

Formatted: Font: Tahoma, 12 pt

17.03 Ohio Law. This Agreement shall be governed, and construed in accordance with the laws of the State of Ohio. If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by the law.

17.04 Successors. All rights and liabilities herein given to or imposed upon, the respective parties hereto, shall extend to and bind the successors and assigns of such parties. However, no rights shall inure to the benefit of any assignee of SCS unless the assignment to such assignee has been approved by the Township and the City in writing as provided in this Agreement.

17.05 Consents and Approvals. Whenever the consent or approval of the Township or the City is required in this Agreement, such consent or approval shall not be deemed given until it has been provided in writing.

18. TERM. The initial term of this Agreement shall be for a period of twenty (20) years, expiring on February 21, 2022. At the conclusion of such initial term, SCS shall have the right to renew this Agreement for three (3) additional successive five-year periods upon the same terms and conditions set forth herein, unless SCS is then in default under the terms of this Agreement as specified in Section 165 hereof. In order to exercise any such option, SCS shall provide the Township and the City notice of the intention to

exercise such renewal option(s) at least twelve (12) months before expiration of the then current term. SCS has exercised its right to renew this Agreement for the first additional successive five-year period commencing February 22, 2022, and the Township and the City waive the twelve (12) month notice of intention to exercise such right to renew for the period commencing February 22, 2022.

19. TERMINATION BY SCS. SCS may terminate this Agreement if:

Formatted: Font: (Default) Tahoma

- (i) the proceeds from the Levy described in Section 3 hereof become unavailable, either in the original five-year period or in any renewal or replacement and SCS, the City and the Township are unable mutually to determine an alternative method acceptable to all three parties to fund the operations of the Senior Center;
- (ii) The Township does not provide to SCS the proceeds of the Levy as received by the Township;
- (iii) The Township does not submit to the electors of the Township at the next general or available special election, or the electors of the Township do not approve, the question of renewal or replacement, or increase or decrease, or any combination thereof, of the Levy, or an additional ad valorem on property tax levy, from time to time in the amounts requested by SCS consistent with the maintenance by SCS of the level and type of programs and services either made available in the operation of the Senior Center by SCS during the initial term of the Levy or currently offered by SCS;
- (iv) the Township and the City elect not to repair the damage or destruction as provided in the first paragraph of Section 9, or the repair/restoration work either is not commenced or is not substantially completed within the timeframes and subject to the conditions set forth in sub-paragraph (iv) and (v) of the last paragraph of Section 9;
- (v) SCS determines that it does not have sufficient funding, even with the Levy proceeds, to operate the Senior Center and its other programs at its then-current level of operations; or
- (vi) SCS determines to cease its business operations or operation of the Senior Center.

SCS shall give advance written notice of termination at least sixty (60) days for terminations under sub-paragraphs (i), (ii), (iii), or (iv) and at least twelve (12) months for terminations under sub-paragraph (v) and (vi).

20. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Formatted: Justified
Formatted: Font: 12 pt

IN WITNESS WHEREOF, the parties have caused to be executed by their duly authorized representatives this Amended and Restated Sylvania Senior Center Operating Agreement ~~on~~ as of the date above written.

Approved as to Form for
the Township of Sylvania:

TOWNSHIP OF SYLVANIA
LUCAS COUNTY, OHIO

By: _____
Oliver K. Turner, Administrator

Approved as to Form for
the City of Sylvania:

Leslie Brinning, Law Director

CITY OF SYLVANIA
LUCAS COUNTY, OHIO

By: _____
Craig A. Stough, Mayor

By: _____
Toby Schroyer, Director of Finance

SYLVANIA COMMUNITY SERVICES
CENTER, INC.

By: _____
David A. Borgman, President

EXHIBIT A
LEGAL DESCRIPTION OF LAND WHERE SENIOR CENTER IS LOCATED
AND THE "SENIOR CENTER LAND"

[See attached]

EXHIBIT B
SITE PLAN OF THE SENIOR CENTER

[See attached]

EXHIBIT C

SENIOR CENTER POLICIES FOR NON-SENIOR CENTER ACTIVITIES

[See attached]

Sylvania Community Services Policies and Procedures

Number: 802

10/31/02

Title: Senior Center Room Rental

Sylvania Community Services believes that the Sylvania Senior Center should be made available for community purposes, provided such use does not interfere with the primary functions of the Senior Center.

It is the policy of Sylvania Community Services (SCS) to permit the use of specific rooms when requests have been made in writing by an organization or a group of citizens and have been approved by the Senior Center Director. Senior Center personnel will keep master schedule of room use.

The first priority for the use of the Senior Center is for use directly related to Senior Center activities and then for uses and groups related to the Senior Center.

When not in use for these purposes, specified rooms at specified times will be made available for the following (but not limited to):

1. Civic activities
2. Recreational activities
3. Educational activities
4. Meetings of employee associations
5. Community organizations
6. Private social functions

All groups must fill out a written request for room usage and sign a written Room(s) Use Agreement. Requests will be approved at the discretion of the Senior Center Director. Senior Center Director has the authority to adjust fees.

See attachment: Senior Center Room Usage Agreement

Revised 2/18/04, 3/24/05, 9/5/08, 11/18/09, 2/13/13
Reviewed 6/5/17, 10/17/18, 9/18/19, 10/21/20, 9/15/21

SYLVANIA SENIOR CENTER

ROOM(S) USE AGREEMENT

Name (Individual/Group/Organization): _____

Address: _____

City: _____ State: _____ Zip Code: _____

Primary Contact Contact person: _____ Telephone: _____ Cell Phone: _____ Fax: _____ Email: _____	2nd Contact Contact person: _____ Telephone: _____ Cell Phone: _____ Fax: _____ Email: _____
--	---

Date of Rental: _____	Time In: _____	Time Out: _____
Room(s) Rented: _____		
Use of Room(s) <i>(describe the intended use of the Room(s), the event, and the attendees):</i> _____ _____ _____		
Expected Attendance: _____		
Microphone Requested: Standard ___ Wireless ___		
Other Equipment: _____		
Security Deposit: \$ _____ Waived ___		
Rental Fee: \$ _____		
Rental Fee and Certificate of Liability due no later than _____ (10 days prior to rental) (Date)		

Sylvania Community Services Center, Inc. (d/b/a Sylvania Senior Center) ("SSC") agrees to rent to the Individual/Group/Organization listed above ("Renter"), and Renter agrees to rent from SSC, the Room(s) identified above which are located in the Sylvania Senior Center, 7140 Sylvania Avenue, Sylvania, Ohio 43560 (the "Facility"), according to the following terms and conditions:

1. *Incorporation.* All of the information set forth on Page 1 above by Renter pertaining to the intended Use of the Room(s), the number of people attending and the purpose and nature of the event are represented by Renter to be true and correct and is specifically incorporated into this Agreement. Any misrepresentation or inaccuracy in such information shall constitute sufficient cause for immediate termination of Renter's right to occupy the Room(s) on the stated Date of Rental and shall result in forfeiture of any monies paid to SSC under this Agreement.

2. *Use of Room.* Renter shall limit Renter's use of the Facility to the Room(s) and equipment specified in this Agreement. Renter agrees that Renter will not maintain, commit or allow the maintenance or commission of any nuisance in the Facility and Room(s), and that Renter will not allow the occupation or use of the Facility and Room(s) for any unlawful purpose.

Access to the Facility and Room(s) will be granted only within the times and dates set forth on Page 1 of this Agreement. Time In shall include all Renter setup and Time Out shall include all Renter cleanup.

Renter is responsible for removal of all items brought into the Facility and Room(s) by Renter, Renter's vendors or attendees. Items not immediately removed at the end of the rental period shall be considered abandoned and SSC may dispose of such items without liability to Renter, Renter's vendors or attendees.

3. *Security Deposit.* The Security Deposit is due upon acceptance of this Agreement by SSC. The Security Deposit shall be applied to the reasonable cost of any loss or damage suffered by SSC that results from Renter's use of the Facility or Room(s), including cleaning costs. Any unused portion of the Security Deposit will be returned to Renter within thirty (30) days following the Date of Rental, together with an itemized statement of any deductions from the Security Deposit.

4. *Rental Fee.* The Rental Fee shall be paid in full at least ten (10) days prior to the Date of Rental. If this Agreement is accepted by SSC within ten (10) days of the Date of Rental, the Rental Fee shall be paid upon acceptance of the Agreement by SSC.

5. *Cancellation.* Renter may cancel this Agreement prior to the Date of Rental and receive a refund of the Security Deposit. The Rental Fee, or a portion thereof, may be refunded if this Agreement is cancelled prior to the Date of Rental, at the discretion of SSC.

6. *Permits/Licenses.* Renter at Renter's expense shall obtain and/or furnish all necessary licenses, permits and other approvals or consents required for Renter's Use of Room(s).

7. *Condition of Facility.* Renter accepts the Facility and the Room(s) in the current, "AS IS" condition they are in as of the Date of Rental, subject to all defects therein, whether concealed or otherwise, except hidden defects known to SSC and unknown to Renter which would not be discoverable through a reasonable inspection by Renter, and Renter releases and forever discharges SSC from any and all damages of every kind and nature arising hereunder. Renter's taking possession of the Room(s) shall be conclusive evidence against Renter that the Facility and the Room(s) were in good order and satisfactory condition when Renter took possession. Renter acknowledges that neither SSC nor any agent or employee of SSC has made any representations or warranties with respect to the condition of the Facility or the Room(s) or with respect to the sufficiency of the Facility or the Room(s) for Renter's intended Use of Room(s).

Renter agrees to keep the Facility and Room(s), together with all furnishings, fixtures, equipment, supplies and appliances therein, in a clean, safe, good and proper condition, and neither Renter nor any other person in the Facility or the Room(s) during the Date of Rental (whether or not an invitee of Renter) shall alter, remove, deface, damage or destroy the Facility or the Room(s) or any furnishings, fixtures, equipment, supplies, appliances or other property therein. If any such property is altered, removed, defaced, damaged or destroyed, Renter shall be liable to SSC therefore, regardless whether Renter had knowledge of, participated in, or permitted the same and regardless

whether the same was intentionally or negligently done. Renter further agrees that the Security Deposit shall not limit Renter's liability for such alteration, removal, deface, damage or destruction.

On the Date of Rental and immediately after the event (and within the Time Out), Renter agrees to clean the Room(s) and all furnishings, fixtures, equipment, supplies and appliances used by Renter to the reasonable satisfaction of SSC. Cleaning to be done by Renter shall include, but not be limited to, vacuuming floors, placing all garbage and rubbish in tied plastic bags, cleaning any spilled food or beverage, wiping kitchen counters, and cleaning and putting away all kitchen supplies, equipment and appliances used by Renter.

8. *Communicable Diseases.* The novel coronavirus (COVID-19) and other communicable diseases may be contagious and are believed to spread primarily from person-to-person contact. SSC is not responsible for the presence or prevention of coronavirus or other communicable contagion upon or within the Room(s) located within the Sylvania Senior Center or within or upon any person in the Sylvania Senior Center. The Renter and any person claiming through or under Renter, or the employees, representatives, agents, contractors, invitees or visitors of the Renter or any such person, shall comply with applicable State of Ohio Executive Orders or Director Orders, or other orders by the federal government, the state government, or a political subdivision of this state issued during and in response to a declared epidemic or other public health emergency or disaster. SCC shall not be responsible for the enforcement of any such applicable orders, or for the violation of any such orders by the Renter or any person claiming through or under Renter, or the employees, representatives, agents, contractors, invitees or visitors of Renter or any such person.

The Renter acknowledges that an inherent risk of exposure to COVID-19 and other communicable diseases exists in any public place where people are present. The Renter and any person claiming through or under the Renter, or the employees, representatives, agents, contractors, invitees or visitors of the Renter or any such person, voluntarily assume all risks related to exposure to COVID-19 and other communicable diseases and agree not to hold SCC and its officials, members, directors, officers, employees, staff, agents, sponsors, volunteers and contributors liable for any illness or injury arising from or related to communicable contagion.

9. *Insurance.* Prior to the Date of Rental Renter shall provide to SSC proof that Renter maintains a current, in-force policy of general liability insurance coverage with minimum limits of (*check one*) ___ \$500,000.00 for individual Renters and ___ \$1,000,000.00 for Group/Organization Renters per occurrence for Renter, Renter's members, officers, directors, volunteers, invitees and attendees in the form of a Certificate of Insurance. **The Certificate of Insurance shall name Sylvania Community Services Center, Inc., the City of Sylvania, Ohio and Sylvania Township, Ohio as Additional Insureds for the duration of the Date of Rental.** The Senior Center Director can waive the liability insurance coverage requirement for good cause shown.

10. *Indemnity.* To the fullest extent permitted by law, Renter shall indemnify and hold harmless Sylvania Community Services Center, Inc., the City of Sylvania, Ohio and Sylvania Township, Ohio and their respective members, officers, directors, agents, employees, representatives, affiliates, successors and assigns from and against any and all demands, claims, causes of action, fines, penalties, damages, losses and expenses (including, without limitation, attorneys' fees, court costs and litigation expenses) incurred in connection with or arising from (a) the condition, location, use and occupancy of the Facility and Room(s) by Renter or any person claiming under Renter; (b) any activity, work or thing done or permitted or suffered by Renter to be done in, on or about the Facility and Room(s); (c) any acts, omissions, or negligence of Renter or any person claiming under Renter, or the employees, representatives, agents, contractors, invitees or visitors of Renter or any such person; (d) any breach, violation or non-performance by Renter or any person claiming under Renter or the employees, representatives, agents, contractors, invitees or visitors of Renter or any such person of any law, ordinance or governmental requirement of any kind; or (e) any injury or damage to the person, property, or business of Renter, its employees, representatives, agents, contractors, invitees, visitors or any other persons entering upon the Facility and Room(s) under the express or implied invitation of Renter, unless such loss, damage or injury is a consequence of a breach of a duty undertaken by Sylvania Community Services Center, Inc., the City of Sylvania, Ohio and Sylvania Township, Ohio under this Agreement. If any action or proceeding is brought against Sylvania Community Services Center, Inc., the City of Sylvania, Ohio and Sylvania Township, Ohio, or their respective its members, officers, directors, employees, representatives, agents, affiliates, successors or assigns by reason of any such claim, Renter, upon notice from Sylvania Community Services Center, Inc., the City of Sylvania, Ohio or Sylvania Township, Ohio, will defend the claim at Renter's expense with counsel reasonably satisfactory to Sylvania Community Services Center, Inc., the City of Sylvania, Ohio and Sylvania

Township, Ohio, as the case may be.

11. *Conduct.* Renter agrees that SSC reserves the right to eject any person or group of persons from the Facility and the Room(s) that does not abide by the conditions set forth in this Agreement or that engages in disorderly or disruptive behavior. Renter further agrees that SSC may terminate this Agreement if, in the sole determination by SSC, the Use of Room(s) would be detrimental to the best interests of SSC or whenever conditions otherwise warrant such termination. SSC shall not be responsible for any loss or damage claimed by any person or group of persons by reason of any such ejection or termination.

12. *Access to Room(s).* SSC reserves the right to have its designated representatives enter and remain in the Room(s) during Renter's Use of the Room(s).

13. *Tobacco.* No smoking is permitted inside any part of the Facility or the Room(s), nor any of the entranceways to the Facility, including sidewalks and patios.

14. *Alcohol.* Alcohol is prohibited in the Facility and the Room(s) unless specific written approval is obtained from SSC.

15. *Firearms.* Unless otherwise authorized by law, pursuant to the Ohio Revised Code no person shall knowingly possess, have under the person's control, convey, or attempt to convey a deadly weapon or dangerous ordnance onto the Facility or the Room(s).

16. *No Contract until Acceptance by SSC.* SSC in its sole discretion shall determine the suitability of events to be scheduled in the Facility and the Room(s). This Agreement shall not become a contract until it has been accepted by SSC as indicated by the signature of its designated representative below.

17. *Non-Discrimination.* Subject to the other terms and conditions in this Agreement, SSC will rent the Use of Room(s) without regard to sex, sexual orientation, gender identity (including gender expression), race, creed, color, natural origin, ancestry, religion, age (excluding minors) or handicap, marital status, disability, and any other class of individuals protected from discrimination from time to time under applicable state or federal law. By signing below, Renter agrees that Renter shall not use the Facility or Room(s) for any purpose that would discriminate against any person or group on the basis of sex, race, creed, color, natural origin, ancestry, religion, age (excluding minors) or handicap.

18. *Entire Agreement.* This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein, and supersedes any and all prior written or oral statements, understandings or agreements.

IN WITNESS WHEREOF, the parties have signed or caused to be signed by their authorized representatives this Room(s) Use Agreement as of the dates set forth below.

RENTER:

(Name of Individual/Group/ Organization)

By: _____

Print Name: _____

Date: _____

**SYLVANIA COMMUNITY SERVICES
CENTER, INC.**

By: _____

Print Name: _____

Date: _____

ORDINANCE NO. 24 -2022

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AN AMENDED AND RESTATED OPERATING AGREEMENT ON BEHALF OF THE CITY OF SYLVANIA, OHIO, WITH SYLVANIA TOWNSHIP AND SYLVANIA COMMUNITY SERVICES CENTER, INC. FOR SYLVANIA COMMUNITY SERVICES CENTER'S MAINTENANCE AND OPERATION OF THE SENIOR CENTER; AND DECLARING AN EMERGENCY.

WHEREAS, Ordinance No. 24-2001, passed March 19, 2001, authorized the Mayor and Director of Finance to enter into a Financing, Construction and Ownership Agreement with Sylvania Township and Sylvania Community Services Center, Inc. for the construction of a new Sylvania Community Senior Center; and,

WHEREAS, Ordinance No. 11-2002, passed February 4, 2002, authorized the Mayor and Director of Finance to enter into an Operating Agreement on behalf of the City of Sylvania, Ohio, with Sylvania Township and Sylvania Community Services Center, Inc. for Sylvania Community Services Center's maintenance and operation of the Senior Center; and,

WHEREAS, the Sylvania Community Services Center, Inc. has provided operation and maintenance services, recreational, civic and educational activities for seniors and other citizens; budgeting and expense control; and reporting for the past 20 years; and,

WHEREAS, the initial term of the Operating Agreement expires on February 21, 2022 and the City of Sylvania, Sylvania Township and Sylvania Community Services Center, Inc. have met to review the Operating Agreement and have recommended some modifications to the original Operating Agreement as set forth on the attached Amended and Restated Sylvania Senior Center Operating Agreement; and,

WHEREAS, a copy of the Amended and Restated Operating Agreement between the City of Sylvania, Sylvania Township and the Sylvania Community Services Center, Inc. for the maintenance and operation of the Senior Center is attached hereto as "Exhibit A."

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

SECTION 1. That the Mayor and Director of Finance be, and they hereby are, authorized, on behalf of the City of Sylvania, Ohio to enter into an Amended and Restated Sylvania Senior Center Operating Agreement with Sylvania Township and Sylvania Community Services Center, Inc. for the maintenance and operation of the Senior Center.

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 commencement of the operation and maintenance of the Senior Center take place 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 on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2002, as an emergency measure.

ATTEST:

President of Council
APPROVED AS TO FORM:

Clerk of Council
APPROVED:

Director of Law

Mayor

Date

AMENDED AND RESTATED
SYLVANIA SENIOR CENTER OPERATING AGREEMENT

This Agreement is entered into as of this 22nd day of February, 2002, among the Township of Sylvania, Lucas County, Ohio (the "Township"), the City of Sylvania, Lucas County, Ohio (the "City"), and Sylvania Community Services Center, Inc., an Ohio non-profit corporation ("SCS"), as amended and restated in its entirety by the parties as of the 22nd day of February, 2022.

RECITALS

This Agreement is authorized by Ordinance No. 24-2001 passed by the Council of the City, and Resolution No. 02-01-0188-2002, passed by the Township. Pursuant to the ordinance and the resolution, a Financing, Construction and Ownership Agreement ("Financing Agreement") was entered into among the Township, the City and SCS. Under the Financing Agreement, the parties agreed to the construction of a community center to provide recreational, civic and educational activities for senior and other citizens ("**Senior Center**"). The Financing Agreement also directs the parties to enter into this Agreement.

The Senior Center is located on the parcel of land described in Exhibit A. A site plan showing the Senior Center is attached as Exhibit B. A portion of the Exhibit A land is reserved for use other than the Senior Center. The term "**Senior Center Land**" includes only that portion of the Exhibit A land outlined on Exhibit B. The Township and the City have caused the construction of the building housing the Senior Center, the parking areas and driveways, and all other improvements on the Senior Center Land (collectively, the "**Senior Center Improvements**").

In the November 7, 2000 General Election, the electors of the Township approved a levy of an additional tax within the Township at the rate of .32 mills for a period of five (5) years (the "**Levy**"), the proceeds of which are to be used for the operation of the Senior Center.

NOW, THEREFORE, in consideration of the foregoing and the covenants contained in this Agreement, the parties agree as follows:

1. Appointment of Manager. The Township and the City hereby appoint SCS to maintain and operate the Senior Center. SCS agrees to operate the Senior Center to provide recreational, civic and educational activities for seniors and other citizens, including without limitation, the activities of a community multi-purpose project contemplated by Ohio Revised Code Section 173.11. The Senior Center shall be operated in such a manner as to give priority to the provision of programs and services for senior citizen residents in the Township and City of Sylvania and senior citizens from other communities, provided that the Senior Center also shall be made available for civic,

educational and recreational activities to other residents of the Township and the City ["Non-Senior Activities"]) from time to time to the extent that such use does not materially interfere with the use of the Senior Center for the provision of activities and services for senior citizens.

SCS represents that the IRS 501(c)(3) determination letter which it has supplied to the Township and the City remains effective. SCS shall maintain its 501(c)(3) status through the term of this Agreement.

2. Maintenance.

2.01 Township and City's Responsibilities. The Township and the City shall maintain the roof, all structural portions of the building, and the exterior walls of the building in good condition and repair, including replacement, if necessary. The Township and the City shall also be responsible for:

- (i) replacement of the parking lot and/or driveways, if necessary, and
- (ii) replacement of any HVAC item, the cost of which exceeds \$25,000.

If the cost of any of the above maintenance items are properly payable out of the proceeds of the Levy and the Township solicitor issues a written opinion to that effect, then SCS, within fifteen (15) days of receipt of the opinion, shall reimburse the Township and the City for the cost of that item. For all other maintenance items for which they are responsible, the Township and the City shall bear the cost of maintenance.

2.02 SCS' s Responsibilities. Other than as set forth in Section 2.01, SCS shall maintain in good condition and repair the Senior Center Land and all of the Senior Center Improvements including replacement, if necessary.

SCS shall comply with all requirements of any insurance carrier for any portion of the Senior Center, and with all laws, ordinances, regulations and rules of all federal, state, municipal and other governmental authorities, now or hereafter in force in regard to operation of the Senior Center. The above shall include, but not be limited to, the accessibility guidelines for buildings and other provisions of the Americans with Disabilities Act. SCS shall install and maintain fire extinguishers and other fire protection devices as may be required from time to time by any agency having jurisdiction over the Senior Center, and by any insurance carrier insuring any portion of the Senior Center.

Subsequent to completion of the initial construction of the Senior Center by the City and the Township, SCS shall keep the Senior Center free from any and all liens arising out of any work performed, materials furnished or obligations incurred by or for SCS, and agrees to bond against or discharge any mechanics' or materialmens' lien within ten (10) days after written request forwarded by the Township or the City.

SCS shall not: (i) make any alterations or improvements involving the roof or structural portions of the Senior Center; and (ii) shall not make any material alterations, additions or improvements to other portions of the Senior Center, without the prior written consent of the Township and the City.

3. Proceeds of Levy. The Township agrees to provide to SCS the proceeds of the Levy as received by the Township. The Township also agrees to submit to the electors of the Township the question of renewal or replacement, or increase or decrease, or any combination thereof, of the Levy, or an additional ad valorem on property tax levy, from time to time consistent with the maintenance by SCS of the level and type of programs and services made available in the operation of the Senior Center by SCS during the initial term of the Levy. SCS shall use the proceeds of the Levy for the operation of the Senior Center and shall expend the levy proceeds only on "current operating expenses" as defined in Section 5705.01 of the Ohio Revised Code.

Any additional costs incurred for the provision of Non-Senior Activities shall be funded other than from the proceeds of the Levy or any other tax levied for the purpose of paying costs of providing activities and services for senior citizens.

4. Reporting. SCS shall submit monthly financial reports of the operation of the Senior Center to the Township and the City. SCS shall also submit an annual report of the activities and programs carried out during the preceding period. Such reports shall contain all information requested by the Township and the City. Annually, SCS shall certify to the Township and the City that the Senior Center has been operated in accordance with the provisions set forth in this Agreement.

The Director of SCS, and any other employee of SCS (or their designee if the Director or employee is unavailable), shall, at the request of the President of the Board of Trustees of the Township, or the President of the Council of the City, attend any meeting of the Township Trustees or the City Council. The Trustees or the Council, as the case may be, shall give at least ten (10) days written notice to the Director or such other employee of the meeting at which attendance is required, which notice shall set forth the topic(s) to be addressed by or with the Director.

5. USE FOR NON-SENIOR ACTIVITIES. Attached as Exhibit C to this Agreement is a set of policies governing use of the Senior Center for Non-Senior Activities. These policies, among other things, denote the portions of the Senior Center which may be made available for Non-Senior Activities, and set forth the methods for charging for such uses. The policies will be effective through December 31, 2002. Beginning in 2002, SCS shall submit to the Township and the City, by November 1 of each calendar year, a set of policies intended to govern use of the Senior Center for Non-Senior Activities for the next calendar year (SCS may submit the same set of policies that are already in place). The Township and the City shall give their requested revisions (if any) to the policies to SCS by December 1, and the parties shall then cooperate to agree upon a new

set of policies by December 31. If the parties have not reached an agreement on the new policies by that date, the policies for the preceding calendar year shall remain effective until such agreement is reached.

6. PARKING. The Senior Center is adjacent to Tam-O-Shanter Recreational Center ("Tam-O-Shanter"). It is likely that the Senior Center and Tam-O-Shanter will, for certain events, use portions of the other's parking lot(s) for overflow parking. SCS agrees to cooperate with Tam-O-Shanter, and agrees to exchange schedules on a regular basis, with as much advance notice as reasonably possible, to coordinate the needs for potential overflow parking by either SCS or Tam-O-Shanter.

7. REAL ESTATE TAXES. The City, as the owner of the Senior Center Land, will use its best efforts to have the Senior Center exempted from real estate taxes and assessments. If the City cannot obtain that exemption or if certain real estate taxes and/or assessments are payable despite the exemption, SCS will pay all real estate taxes and assessments levied on the Senior Center Land and the Senior Center Improvements before they are due. Notwithstanding the foregoing sentence, the City agrees that it shall pay all taxes and assessments regarding the Senior Center Land until the determination of the exemption has been made. If a tax bill covers all of the land described in Exhibit A, SCS shall be responsible only for that portion of the bill covering:

- (i) the Senior Center Improvements, and
- (ii) the Senior Center Land. Taxes on the Senior Center Land shall be determined by multiplying the land tax on the bill by a fraction, the numerator of which is the acreage contained in the Senior Center Land, and the denominator of which is its acreage contained in the Exhibit A land.

8. INSURANCE AND RESPONSIBILITY; WAIVER OF SUBROGATION.

8.01 Fire Insurance. SCS shall maintain on the Senior Center Improvements a policy of fire and extended coverage insurance, with vandalism and malicious mischief endorsements, to the extent of the full replacement value of the Senior Center Improvements. Such policy shall also include a "stipulated amount" or "agreed amount" endorsement. The insurance policy shall be issued in the names of the Township, the City and SCS, as their interests may appear. The insurance policy shall provide that any proceeds shall be made payable jointly to the Township and the City.

8.02 Liability Insurance. SCS shall maintain a policy of public liability and property damage insurance, inclusive of "umbrella" coverage in the following limits:

Public Liability:	\$2,000,000
Property Damage:	\$2,000,000

The policy shall name the Township, the City and SCS as insureds. The minimum limits set forth above may be increased from time to time in the discretion of the Township and the City, provided, however, that such an increase may only be requested once every three (3) years and provided further that the percentage of such increase may not exceed the increase in the Consumer Price Index ("CPI") since the date hereof until the request for such increase.

8.03 Policies: Certificates. The insurance companies and the policies shall be reasonably acceptable to the Township and the City. Copies of the paid up policies evidencing such insurance or a certificate of such policies, shall be delivered to both the Township and the City on the commencement date of this Agreement, and upon any change or extension of a policy. Each policy shall contain a clause that the insurer will not cancel or change the insurance without first giving both the Township and the City thirty (30) days' prior written notice.

8.04 Responsibility. Each party shall be responsible for its own acts or omissions in connection with the maintenance, operation or use of the Senior Center, the Senior Center Improvements and the Senior Center Land, and each party agrees to defend itself and pay any judgments and costs arising from such acts or omissions, and nothing in this Agreement shall impute or transfer any such responsibility to the other parties.

8.05 Waiver of Subrogation. Each party to this Agreement hereby releases and discharges the other parties and any officer, trustee, agent, employee or representative of such party, of and from any liability arising from loss, damage or injury caused by fire or other casualty for which insurance is carried by the injured party at the time of such loss, damage or injury, to the extent of any recovery by the injured party under such insurance.

9. CASUALTY. If the Senior Center is partially or totally damaged or destroyed by fire or other casualty insured under the insurance carried by SCS, the damage to the Senior Center shall be promptly repaired by the Township and the City, unless the Township and the City elect not to repair or rebuild as provided below. The Township and the City may elect not to repair such damage in two situations:

- (i) If the cost of repairing the damage would exceed the actual insurance proceeds paid for such damage by \$500,000 or more; or
- (ii) If the damage occurs in the last two (2) years of the initial term of this Agreement, or in any extended term, and the cost of repairing the damage would exceed the actual insurance proceeds paid for such damage by \$200,000 or more.

In either of the above two events, the Township and the City may terminate this Agreement by giving written notice to SCS within Sixty (60) days after the occurrence of

such damage or destruction.

The damage to the Senior Center shall be repaired or rebuilt to its condition immediately prior to the occurrence of the damage or destruction, and the buildings and improvements, subsequent to the repairs or restoration, shall approximate as much as possible the buildings and improvements prior to the damage or destruction unless otherwise agreed by SCS.

The repair/restoration work shall be commenced as soon as reasonably practicable after the date of any such damage or destruction, and shall be completed within a reasonable time thereafter, due regard being had to availability of labor or materials.

In the event either (iii) the Township and the City elect not to repair the damage or destruction as provided in the first paragraph of this Section 9; (iv) the repair/restoration work is not commenced within a reasonable time after the date of any such damage or destruction, due regard being had to required bidding, permitting and other jurisdictional procedures, or (v) said repair/restoration work is not substantially completed within two hundred seventy (270) days of commencement of the work unless the completion is delayed because of unavailability of labor or materials, then SCS, at its option, may terminate this Agreement by written notice to the Township and the City. In the event SCS terminates this Agreement as provided in this paragraph, the Township and the City may contract with another entity to operate the Senior Center.

10. DISPUTE RESOLUTION. The Township, the City and SCS shall each designate one (1) representative to assist in resolving any dispute among the parties arising under this Agreement. The name, address, telephone number and title of the designated representative shall be given to the other parties. These three people shall comprise the "**Senior Center Committee.**" If any issue cannot be resolved among the parties, the issue first shall be submitted to the Senior Center Committee, which shall meet within eight (8) business days after such submission to address the dispute.

If the dispute cannot be reconciled among the parties within fifteen (15) days of the initial meeting of the Senior Center Committee, then the dispute shall, upon the request of any of the members of the Senior Center Committee, be submitted to mediation in accordance with the rules of an appropriate mediation program in Lucas County, Ohio and in accordance with Ohio Revised Code Chapter 2710. Each party agrees to participate in good faith in the mediation and to use best efforts to resolve the mediation within thirty (30) days.

If the parties are unable to resolve the dispute through good faith participation in mediation within thirty (30) days of the commencement of such mediation or such longer date as the parties can agree, any party may submit the dispute to final and binding arbitration. Such arbitration shall be administered by the American Arbitration Association, or such other arbitrator(s) as the members of the Senior Center Committee

shall mutually agree. The arbitration shall be conducted in accordance with the commercial arbitration rules (including the Emergency Interim Relief Procedures) of the American Arbitration Association, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over such matter; provided, however, that such dispute must be submitted to arbitration within one (1) year after the dispute arose or the parties shall be deemed to have waived their rights to pursue the dispute in any forum. The arbitrators shall have no right to award any punitive or exemplary damages or to vary or ignore the terms of this Agreement and shall be bound by controlling law.

Each party shall bear the costs of any consultant, expert or lawyer engaged by that party for the mediation or arbitration, but the costs of the mediation or arbitration services shall be shared equally by the Township, City and SCS.

11. ASSIGNMENT. SCS may not assign any of its rights or obligations under this Agreement without the prior written consent of both the City and the Township.

12. RIGHT OF ENTRY. The Township and the City shall have the right to enter the Senior Center at all reasonable times during regular operating hours to examine the Senior Center, to show the Senior Center to prospective mortgagees, and for all other reasonable purposes. The Township and the City agree that at all times, with the exception of an emergency situation, they shall schedule an appointment with SCS for all times of entry and that they shall use commercially reasonable efforts to not interfere with SCS's business, operations or activities to the extent practicable.

13. NONDISCRIMINATION. SCS currently has a nondiscrimination policy and shall continue to maintain such policy in regard to the use of the Senior Center. In addition, SCS shall not enter into any agreement regarding use of the Senior Center without incorporating into such agreement provisions which will ensure that the use and occupancy of the Senior Center, and the provision of community services and other benefits, will be available without regard to sex, sexual orientation, gender identity (including gender expression), race, creed, color, national origin, religion, marital status, disability, and any other class of individuals protected from discrimination from time to time under applicable state or federal law.

14. SURRENDER. At the expiration or termination of this Agreement, SCS shall immediately vacate and peaceably surrender the Senior Center, broom clean and in good condition and repair, and maintained in accordance with the provisions of this Agreement reasonable wear and tear excepted.

15. DEFAULT. The follow items shall constitute an "event of default" hereunder: SCS: (i) defaults in the fulfillment of any material covenant or agreement contained in this Agreement,; or (ii) SCS commits waste or unnecessary material damage to the Senior Center Improvements or Senior Center Land, provided, in either case that such claimed

default, waste or damage continues for a period of sixty (60) days after notice of the same from the Township or the City, and provided further that if such default is not capable of being remedied within such sixty (60) day period, the failure to remedy shall not constitute an event of default hereunder so long as SCS is using its best faith efforts to cure such claimed default, waste or damage.

Upon an event of default as defined above, the Township and the City shall have the right, upon the giving of ten (10) days' notice to SCS, to enter and take control of the Senior Center Improvements and Senior Center Land, to operate the same and to accept the proceeds from the Levy described in Section 3 hereof, if any, for the operation of the same and to contract with another entity to operate the Senior Center.

16. ENVIRONMENTAL MATTERS. SCS shall not knowingly cause or permit to occur:

- (i) Any violation of any federal, state or local law, ordinance or regulation now or hereafter enacted, related to environmental conditions ("Environmental Laws") on, under, or about the Senior Center, or arising from SCS' use or occupancy of the Senior Center, including, but not limited to, soil and groundwater conditions; or
- (ii) The use, generation, release, manufacture, refining, production, processing or disposal of any hazardous substances on, under, or about the Senior Center. SCS shall not transport any hazardous substance to, or store any hazardous substance at, the Senior Center.

SCS shall use reasonable efforts to comply with all laws regulating the use, generation, storage, transportation, or disposal of hazardous substances. SCS shall make all submissions to, provide all information required by, and comply with all requirements of all governmental authorities under the Environmental Laws.

SCS shall promptly provide all information regarding the use, generation, storage, transportation or disposal of the hazardous substances that is required by the Township or the City. If SCS receives any notice from any party claiming a violation or potential violation of any environmental law, or claiming that any environmental clean-up is required at the Senior Center, SCS shall promptly furnish both the Township and the City with a copy of such notice.

SCS shall not be responsible for any release of hazardous substances, or any violations of Environmental Laws, by the Township, the City, or any of their employees, agents or contractors.

17. MISCELLANEOUS.

17.01 Entire Agreement. This Agreement sets forth all of the conditions and understandings among the Township, the City and SCS concerning the Senior Center. No alteration, amendment, change or addition to this Agreement shall be binding upon any party unless reduced to writing and signed by each party.

17.02 Notices. Any notice, demand, request or other instrument which may be or is required to be given under this Agreement shall be sent either by:

- (i) Certified U.S. First Class mail, return receipt requested; or
- (ii) Hand delivery, to be evidenced by a signed receipt, or;
- (iii) By facsimile transmission, followed by certified U.S. first class mail or hand delivery.

Any such item shall be addressed to the addresses set forth below, or to such other address as a party may designate by written notice:

If the Township:
4927 Holland-Sylvania Road
Sylvania, Ohio 43560
Attention: Fiscal Officer
Phone – (419) 882-0031
Facsimile – (419) 885-8311

If the City:
6730 Monroe Street
Sylvania, Ohio 43560
Attention: Finance Director Phone - (419) 885-8934
Facsimile - (419) 885-8998

If to SCS:
4747 N. Holland-Sylvania Road
Sylvania, Ohio 43560
Attention: Executive Director
Phone - (419) 885-4126
Facsimile - (419) 882-1639

17.03 Ohio Law. This Agreement shall be governed, and construed in accordance with the laws of the State of Ohio. If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by the law.

17.04 Successors. All rights and liabilities herein given to or imposed upon, the respective parties hereto, shall extend to and bind the successors and assigns of such parties. However, no rights shall inure to the benefit of any assignee of SCS unless the assignment to such assignee has been approved by the Township and the City in writing as provided in this Agreement.

17.05 Consents and Approvals. Whenever the consent or approval of the Township or the City is required in this Agreement, such consent or approval shall not be deemed given until it has been provided in writing.

18. TERM. The initial term of this Agreement shall be for a period of twenty (20) years, expiring on February 21, 2022. At the conclusion of such initial term, SCS shall have the right to renew this Agreement for three (3) additional successive five-year periods upon the same terms and conditions set forth herein, unless SCS is then in default under the terms of this Agreement as specified in Section 15 hereof. In order to exercise any such option, SCS shall provide the Township and the City notice of the intention to exercise such renewal option(s) at least twelve (12) months before expiration of the then current term.

SCS has exercised its right to renew this Agreement for the first additional successive five-year period commencing February 22, 2022, and the Township and the City waive the twelve (12) month notice of intention to exercise such right to renew for the period commencing February 22, 2022.

19. TERMINATION BY SCS. SCS may terminate this Agreement if:

- (i) the proceeds from the Levy described in Section 3 hereof become unavailable, either in the original five-year period or in any renewal or replacement and SCS, the City and the Township are unable mutually to determine an alternative method acceptable to all three parties to fund the operations of the Senior Center;
- (ii) The Township does not provide to SCS the proceeds of the Levy as received by the Township;
- (iii) The Township does not submit to the electors of the Township at the next general or available special election, or the electors of the Township do not approve, the question of renewal or replacement, or increase or decrease, or any combination thereof, of the Levy, or an additional ad valorem on property tax levy, from time to time in the amounts requested by SCS consistent with the maintenance by SCS of the level and type of programs and services either made available in the operation of the Senior Center by SCS during the initial term of the Levy or currently offered by SCS;

- (iv) the Township and the City elect not to repair the damage or destruction as provided in the first paragraph of Section 9, or the repair/restoration work either is not commenced or is not substantially completed within the timeframes and subject to the conditions set forth in sub-paragraph (iv) and (v) of the last paragraph of Section 9;
- (v) SCS determines that it does not have sufficient funding, even with the Levy proceeds, to operate the Senior Center and its other programs at its then-current level of operations; or
- (vi) SCS determines to cease its business operations or operation of the Senior Center.

SCS shall give advance written notice of termination at least sixty (60) days for terminations under sub-paragraphs (i), (ii), (iii), or (iv) and at least twelve (12) months for terminations under sub-paragraph (v) and (vi).

20. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[The rest of this page intentionally is left blank.]

IN WITNESS WHEREOF, the parties have caused to be executed by their duly authorized representatives this Amended and Restated Sylvania Senior Center Operating Agreement as of the date above written.

Approved as to Form for
the Township of Sylvania:

TOWNSHIP OF SYLVANIA
LUCAS COUNTY, OHIO

By: _____
Oliver K. Turner, Administrator

Approved as to Form for
the City of Sylvania:

Leslie Brinning, Law Director

CITY OF SYLVANIA
LUCAS COUNTY, OHIO

By: _____
Craig A. Stough, Mayor

By: _____
Toby Schroyer, Director of Finance

SYLVANIA COMMUNITY SERVICES
CENTER, INC.

By: _____
David A. Borgman, President

EXHIBIT A

LEGAL DESCRIPTION OF LAND WHERE SENIOR CENTER IS LOCATED

AND THE "SENIOR CENTER LAND"

[See attached]

EXHIBIT B

SITE PLAN OF THE SENIOR CENTER

[See attached]

EXHIBIT C

SENIOR CENTER POLICIES FOR NON-SENIOR CENTER ACTIVITIES

[See attached]

Sylvania Community Services Policies and Procedures

Number: 802

10/31/02

Title: Senior Center Room Rental

Sylvania Community Services believes that the Sylvania Senior Center should be made available for community purposes, provided such use does not interfere with the primary functions of the Senior Center.

It is the policy of Sylvania Community Services (SCS) to permit the use of specific rooms when requests have been made in writing by an organization or a group of citizens and have been approved by the Senior Center Director. Senior Center personnel will keep master schedule of room use.

The first priority for the use of the Senior Center is for use directly related to Senior Center activities and then for uses and groups related to the Senior Center.

When not in use for these purposes, specified rooms at specified times will be made available for the following (but not limited to):

1. Civic activities
2. Recreational activities
3. Educational activities
4. Meetings of employee associations
5. Community organizations
6. Private social functions

All groups must fill out a written request for room usage and sign a written Room(s) Use Agreement. Requests will be approved at the discretion of the Senior Center Director. Senior Center Director has the authority to adjust fees.

See attachment: Senior Center Room Usage Agreement

Revised 2/18/04, 3/24/05, 9/5/08, 11/18/09, 2/13/13
Reviewed 6/5/17, 10/17/18, 9/18/19, 10/21/20, 9/15/21

SYLVANIA SENIOR CENTER

ROOM(S) USE AGREEMENT

Name (Individual/Group/Organization): _____

Address: _____

City: _____ State: _____ Zip Code: _____

Primary Contact Contact person: _____ Telephone: _____ Cell Phone: _____ Fax: _____ Email: _____	2nd Contact Contact person: _____ Telephone: _____ Cell Phone: _____ Fax: _____ Email: _____
--	---

Date of Rental: _____	Time In: _____	Time Out: _____
Room(s) Rented: _____		
Use of Room(s) <i>(describe the intended use of the Room(s), the event, and the attendees)</i> : _____ _____ _____		
Expected Attendance: _____		
Microphone Requested: Standard ___ Wireless ___		
Other Equipment: _____		
Security Deposit: \$ _____ Waived ___		
Rental Fee: \$ _____		
Rental Fee and Certificate of Liability due no later than _____ (10 days prior to rental) (Date)		

Sylvania Community Services Center, Inc. (d/b/a Sylvania Senior Center) ("SSC") agrees to rent to the Individual/Group/Organization listed above ("Renter"), and Renter agrees to rent from SSC, the Room(s) identified above which are located in the Sylvania Senior Center, 7140 Sylvania Avenue, Sylvania, Ohio 43560 (the "Facility"), according to the following terms and conditions:

1. *Incorporation.* All of the information set forth on Page 1 above by Renter pertaining to the intended Use of the Room(s), the number of people attending and the purpose and nature of the event are represented by Renter to be true and correct and is specifically incorporated into this Agreement. Any misrepresentation or inaccuracy in such information shall constitute sufficient cause for immediate termination of Renter's right to occupy the Room(s) on the stated Date of Rental and shall result in forfeiture of any monies paid to SSC under this Agreement.

2. *Use of Room.* Renter shall limit Renter's use of the Facility to the Room(s) and equipment specified in this Agreement. Renter agrees that Renter will not maintain, commit or allow the maintenance or commission of any nuisance in the Facility and Room(s), and that Renter will not allow the occupation or use of the Facility and Room(s) for any unlawful purpose.

Access to the Facility and Room(s) will be granted only within the times and dates set forth on Page 1 of this Agreement. Time In shall include all Renter setup and Time Out shall include all Renter cleanup.

Renter is responsible for removal of all items brought into the Facility and Room(s) by Renter, Renter's vendors or attendees. Items not immediately removed at the end of the rental period shall be considered abandoned and SSC may dispose of such items without liability to Renter, Renter's vendors or attendees.

3. *Security Deposit.* The Security Deposit is due upon acceptance of this Agreement by SSC. The Security Deposit shall be applied to the reasonable cost of any loss or damage suffered by SSC that results from Renter's use of the Facility or Room(s), including cleaning costs. Any unused portion of the Security Deposit will be returned to Renter within thirty (30) days following the Date of Rental, together with an itemized statement of any deductions from the Security Deposit.

4. *Rental Fee.* The Rental Fee shall be paid in full at least ten (10) days prior to the Date of Rental. If this Agreement is accepted by SSC within ten (10) days of the Date of Rental, the Rental Fee shall be paid upon acceptance of the Agreement by SSC.

5. *Cancellation.* Renter may cancel this Agreement prior to the Date of Rental and receive a refund of the Security Deposit. The Rental Fee, or a portion thereof, may be refunded if this Agreement is cancelled prior to the Date of Rental, at the discretion of SSC.

6. *Permits/Licenses.* Renter at Renter's expense shall obtain and/or furnish all necessary licenses, permits and other approvals or consents required for Renter's Use of Room(s).

7. *Condition of Facility.* Renter accepts the Facility and the Room(s) in the current, "AS IS" condition they are in as of the Date of Rental, subject to all defects therein, whether concealed or otherwise, except hidden defects known to SSC and unknown to Renter which would not be discoverable through a reasonable inspection by Renter, and Renter releases and forever discharges SSC from any and all damages of every kind and nature arising hereunder. Renter's taking possession of the Room(s) shall be conclusive evidence against Renter that the Facility and the Room(s) were in good order and satisfactory condition when Renter took possession. Renter acknowledges that neither SSC nor any agent or employee of SSC has made any representations or warranties with respect to the condition of the Facility or the Room(s) or with respect to the sufficiency of the Facility or the Room(s) for Renter's intended Use of Room(s).

Renter agrees to keep the Facility and Room(s), together with all furnishings, fixtures, equipment, supplies and appliances therein, in a clean, safe, good and proper condition, and neither Renter nor any other person in the Facility or the Room(s) during the Date of Rental (whether or not an invitee of Renter) shall alter, remove, deface, damage or destroy the Facility or the Room(s) or any furnishings, fixtures, equipment, supplies, appliances or other property therein. If any such property is altered, removed, defaced, damaged or destroyed, Renter shall be liable to SSC therefore, regardless whether Renter had knowledge of, participated in, or permitted the same and regardless

whether the same was intentionally or negligently done. Renter further agrees that the Security Deposit shall not limit Renter's liability for such alteration, removal, deface, damage or destruction.

On the Date of Rental and immediately after the event (and within the Time Out), Renter agrees to clean the Room(s) and all furnishings, fixtures, equipment, supplies and appliances used by Renter to the reasonable satisfaction of SSC. Cleaning to be done by Renter shall include, but not be limited to, vacuuming floors, placing all garbage and rubbish in tied plastic bags, cleaning any spilled food or beverage, wiping kitchen counters, and cleaning and putting away all kitchen supplies, equipment and appliances used by Renter.

8. *Communicable Diseases.* The novel coronavirus (COVID-19) and other communicable diseases may be contagious and are believed to spread primarily from person-to-person contact. SSC is not responsible for the presence or prevention of coronavirus or other communicable contagion upon or within the Room(s) located within the Sylvania Senior Center or within or upon any person in the Sylvania Senior Center. The Renter and any person claiming through or under Renter, or the employees, representatives, agents, contractors, invitees or visitors of the Renter or any such person, shall comply with applicable State of Ohio Executive Orders or Director Orders, or other orders by the federal government, the state government, or a political subdivision of this state issued during and in response to a declared epidemic or other public health emergency or disaster. SCC shall not be responsible for the enforcement of any such applicable orders, or for the violation of any such orders by the Renter or any person claiming through or under Renter, or the employees, representatives, agents, contractors, invitees or visitors of Renter or any such person.

The Renter acknowledges that an inherent risk of exposure to COVID-19 and other communicable diseases exists in any public place where people are present. The Renter and any person claiming through or under the Renter, or the employees, representatives, agents, contractors, invitees or visitors of the Renter or any such person, voluntarily assume all risks related to exposure to COVID-19 and other communicable diseases and agree not to hold SCC and its officials, members, directors, officers, employees, staff, agents, sponsors, volunteers and contributors liable for any illness or injury arising from or related to communicable contagion.

9. *Insurance.* Prior to the Date of Rental Renter shall provide to SSC proof that Renter maintains a current, in-force policy of general liability insurance coverage with minimum limits of (*check one*) __ \$500,000.00 for individual Renters and __ \$1,000,000.00 for Group/Organization Renters per occurrence for Renter, Renter's members, officers, directors, volunteers, invitees and attendees in the form of a Certificate of Insurance. **The Certificate of Insurance shall name Sylvania Community Services Center, Inc., the City of Sylvania, Ohio and Sylvania Township, Ohio as Additional Insureds for the duration of the Date of Rental.** The Senior Center Director can waive the liability insurance coverage requirement for good cause shown.

10. *Indemnity.* To the fullest extent permitted by law, Renter shall indemnify and hold harmless Sylvania Community Services Center, Inc., the City of Sylvania, Ohio and Sylvania Township, Ohio and their respective members, officers, directors, agents, employees, representatives, affiliates, successors and assigns from and against any and all demands, claims, causes of action, fines, penalties, damages, losses and expenses (including, without limitation, attorneys' fees, court costs and litigation expenses) incurred in connection with or arising from (a) the condition, location, use and occupancy of the Facility and Room(s) by Renter or any person claiming under Renter; (b) any activity, work or thing done or permitted or suffered by Renter to be done in, on or about the Facility and Room(s); (c) any acts, omissions, or negligence of Renter or any person claiming under Renter, or the employees, representatives, agents, contractors, invitees or visitors of Renter or any such person; (d) any breach, violation or non-performance by Renter or any person claiming under Renter or the employees, representatives, agents, contractors, invitees or visitors of Renter or any such person of any law, ordinance or governmental requirement of any kind; or (e) any injury or damage to the person, property, or business of Renter, its employees, representatives, agents, contractors, invitees, visitors or any other persons entering upon the Facility and Room(s) under the express or implied invitation of Renter, unless such loss, damage or injury is a consequence of a breach of a duty undertaken by Sylvania Community Services Center, Inc., the City of Sylvania, Ohio and Sylvania Township, Ohio under this Agreement. If any action or proceeding is brought against Sylvania Community Services Center, Inc., the City of Sylvania, Ohio and Sylvania Township, Ohio, or their respective members, officers, directors, employees, representatives, agents, affiliates, successors or assigns by reason of any such claim, Renter, upon notice from Sylvania Community Services Center, Inc., the City of Sylvania, Ohio or Sylvania Township, Ohio, will defend the claim at Renter's expense with counsel reasonably satisfactory to Sylvania Community Services Center, Inc., the City of Sylvania, Ohio and Sylvania

Township, Ohio, as the case may be.

11. *Conduct.* Renter agrees that SSC reserves the right to eject any person or group of persons from the Facility and the Room(s) that does not abide by the conditions set forth in this Agreement or that engages in disorderly or disruptive behavior. Renter further agrees that SSC may terminate this Agreement if, in the sole determination by SSC, the Use of Room(s) would be detrimental to the best interests of SSC or whenever conditions otherwise warrant such termination. SSC shall not be responsible for any loss or damage claimed by any person or group of persons by reason of any such ejection or termination.

12. *Access to Room(s).* SSC reserves the right to have its designated representatives enter and remain in the Room(s) during Renter's Use of the Room(s).

13. *Tobacco.* No smoking is permitted inside any part of the Facility or the Room(s), nor any of the entranceways to the Facility, including sidewalks and patios.

14. *Alcohol.* Alcohol is prohibited in the Facility and the Room(s) unless specific written approval is obtained from SSC.

15. *Firearms.* Unless otherwise authorized by law, pursuant to the Ohio Revised Code no person shall knowingly possess, have under the person's control, convey, or attempt to convey a deadly weapon or dangerous ordnance onto the Facility or the Room(s).

16. *No Contract until Acceptance by SSC.* SSC in its sole discretion shall determine the suitability of events to be scheduled in the Facility and the Room(s). This Agreement shall not become a contract until it has been accepted by SSC as indicated by the signature of its designated representative below.

17. *Non-Discrimination.* Subject to the other terms and conditions in this Agreement, SSC will rent the Use of Room(s) without regard to sex, sexual orientation, gender identity (including gender expression), race, creed, color, natural origin, religion, age (excluding minors), marital status, disability, and any other class of individuals protected from discrimination from time to time under applicable state or federal law. By signing below, Renter agrees that Renter shall not use the Facility or Room(s) for any purpose that would discriminate against any person or group on the basis of sex, race, creed, color, natural origin, ancestry, religion, age (excluding minors) or handicap.

18. *Entire Agreement.* This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein, and supersedes any and all prior written or oral statements, understandings or agreements.

IN WITNESS WHEREOF, the parties have signed or caused to be signed by their authorized representatives this Room(s) Use Agreement as of the dates set forth below.

RENTER:

(Name of Individual/Group/ Organization)

By: _____

Print Name: _____

Date: _____

SYLVANIA COMMUNITY SERVICES CENTER, INC.

By: _____

Print Name: _____

Date: _____

12

Memo

To: Mayor Stough and Members of Sylvania City Council
 From: Toby Schroyer, Director of Finance
 Date: February 22, 2022
 Re: Then and Now Certifications

Mayor and Members of Council:

Below is the list of Then and Now Certifications for expenditures over \$3,000 that have been issued from December 21, 2021 through February 4, 2022:

<u>DATE</u>	<u>VENDOR/DESCRIPTION</u>	<u>AMOUNT</u>
12/21/2021	PHOENIX SERVICES/ PROSECUTION DEPARTMENT	6,604.72
12/29/2021	MOTOROLA SOLUTIONS/ PORTABLE RADIOS	24,999.95
1/4/2022	ACLARA/ PULSE MTU'S UTILITY DEPT	55,104.00
1/6/2022	MIDWEST SHOOTING CENTER/ CORPORATE MEMBERSHIP	4,995.00
1/12/2022	INVOLTA/ ANNUAL COLO CHARGES IT DEPT	14,207.16
1/18/2022	MIUIR PRINT & MARKETING/ 2022 CALENDER PRINTING	7,097.00
1/19/2022	DMC TECHNOLOGY GROUP/ ADOBE ANNUAL SUBSCRIPTION IT DEPT	3,292.56
1/20/2022	SHRADER TIRE & OIL/ STREET DEPT	4,907.52
1/28/2022	KUHLMAN CORP/ 5" CURB BOX WATER DEPT	3,510.25
2/4/2022	INSOURCE SOLUTIONS GROUP/ TAX AND WITHHOLDING POSTCARDS	5,978.64
	TOTAL	\$ 130,696.80

We would request approval of the Then and Now Certifications as set forth above.

Please call if you have any questions. Thank you.

A



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

February 10, 2022

To: The Mayor and Members of the City Council

Re: 2021 Law Enforcement Trust Fund Report
 2021 Drug Law Enforcement Fund Report
 2021 Federal Equitable Sharing Fund
 2021 Property Seized/Forfeited Report

Pursuant to resolutions 11-90 and 12-90.

Law Enforcement Trust Fund - Resolution 11-90 (account - 225)

<u>Revenue</u>	<u>Expenditures</u>	<u>2021 Ending Balance</u>
\$31,748.14 Balance from 2020	\$8,267.90 SRT Equipment	\$25,901.54
\$2,421.30 Property/Cash seizures		

Drug Law Enforcement Fund - Resolution 12-90 (account - 226)

<u>Revenue</u>	<u>Expenditures</u>	<u>2021 Ending Balance</u>
\$14,038.77 Balance from 2020	\$-0- training	\$14,287.47
\$1,811.30 Sylvania Court mandatory fines	\$-0- equipment	
\$25.00 Common Pleas Court mandatory fines	\$-0- investigations	
\$-0- other miscellaneous	\$2085.00 (NVHS After Prom, SCAT, Court Program)	

Federal Equitable Sharing Fund (account - 229)

<u>Revenue</u>	<u>Expenditures</u>	<u>2021 Ending Balance</u>
\$46,163.42 balance from 2020	\$-0- training	\$773,487.41
\$727,207.00 Federal seizures (USSS)	\$-0- equipment	
\$116.33 interest posted	\$-0- investigations	
\$-0- other	\$-0- leased vehicles	

Seized/Forfeited Property in 2021

Seized Property

\$-0- forfeited cash or bond back property
\$-0- seized this year.
\$857.82 Pending disposition

Disposition/Proceeds

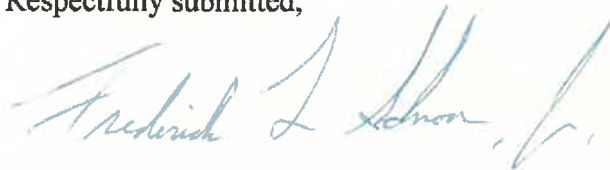
\$-0- Forfeit to account 802
\$-0- (Pending)

Non-cash Seizures (2021)

-None

There were no other revenues, expenditures, or seizures during this reporting period.

Respectfully submitted,



Frederick L. Schnoor, Jr., MA, CLEE
Chief of Police

Board of Architectural Review

B

Minutes of the regular meeting of February 16, 2022. Mr. Schaaf called the meeting to order.

Members present: Carol Lindhuber, Ken Marciniak and Jeff Schaaf (3) present. Mayor Craig Stough, Kate Fischer excused. Zoning Administrator, Timothy Burns also present.

Ms. Lindhuber moved, Mr. Marciniak seconded to approve the Minutes of the December 15, 2021, meeting as submitted. Vote being: Lindhuber, Schaaf and Marciniak (3) aye; (0) nay. Motion passed by a 3 to 0 vote.

Item 3 – Regulated Sign – app. no. 1-2022 requested by Karrie Brock of Fast Signs for Turk Family Enterprises, LLC, 5808 Monroe Street, Sylvania, Ohio 43560. Application is for a new monument sign to replace an existing pole sign.

Mr. Burns said the new sign meets the size and setback requirements of the Sylvania Sign Code.

Mr. Marciniak moved, Ms. Lindhuber seconded, to approve the sign shown in the drawing submitted with the application. Vote being: Lindhuber, Schaaf and Marciniak (3) aye; (0) nay. Motion passed by a 3 to 0 vote.

Item 4 – Regulated Sign – app. no. 2-2022 requested by Mark Clark for Appliance Center, 5656 Monroe Street, Sylvania, Ohio 43560. Application is for a replacement of the existing wall sign.

Mr. Clark was present.

Sign(s) is within the limits of the Sylvania Sign Code.

Ms. Lindhuber moved, Mr. Marciniak seconded, to approve the sign shown in the drawing submitted with the application. Vote being: Lindhuber, Schaaf and Marciniak (3) aye; (0) nay. Motion passed by a 3 to 0 vote.


Item 5 – Building Review – app. no. 3-2022 requested by David Heidtke of RGLA Solutions, Inc. for Planet Fitness, 6758 Sylvania Avenue, Sylvania, Ohio 43560.

Mr. Burns explained that there are currently two sets of motion doors in the entrance. The door to the right will be fixed panels and the door to the left will become swinging doors. Materials will match with the current materials and new glazing will be applied to closely match the existing glaze.

Mr. Marciniak moved, Ms. Lindhuber seconded, to approve design shown in the drawing submitted with the application. Vote being: Lindhuber, Schaaf and Marciniak (3) aye; (0) nay. Motion passed by a 3 to 0 vote.

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

Submitted by,



Debra Webb, Secretary
Municipal Planning Commission

Sylvania Municipal Planning Commission

Minutes of the regular meeting of February 16, 2022. Mr. Marciniak called the meeting to order.

Members present: Carol Lindhuber, Ken Marciniak and Jeff Schaaf (3) present. Mayor Craig Stough, Kate Fischer excused. Zoning Administrator, Timothy Burns also present.

Mr. Schaaf moved, Ms. Lindhuber seconded to approve the Minutes of the December 15, 2021, meeting as submitted. Vote being: Lindhuber, Schaaf and Marciniak (3) aye; (0) nay. Motion passed by a 3 to 0 vote.

Item 3 - Organization Meeting

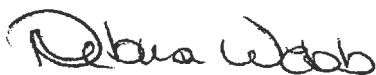
a. Election of Officers:

1. Chair – Mr. Marciniak moved, Ms. Lindhuber seconded to elect Jeff Schaff as Chair. Vote being: Lindhuber, Schaaf and Marciniak (3) aye; (0) nay. Motion passed by a 3 to 0 vote.

2. Vice-Chair – Ms. Lindhuber moved, Mr. Schaaf seconded to elect Kate Fischer as Vice-Chair. Vote being: Lindhuber, Schaaf and Marciniak (3) aye; (0) nay. Motion passed by a 3 to 0 vote.

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

Submitted by,



Debra Webb, Secretary
Municipal Planning Commission

February 18, 2022

MEMO

To: Mayor Stough and City Council
Cc: Kevin Aller, Leslie Brinning, Toby Schroyer, Chief Schnoor
Fm: Bill Sanford
Re: Bird Scooter Program

The City of Sylvania has been approached about having the Bird Scooter Program in our City. Kevin Aller and I met via Zoom with Michael Covato who explained how the program works.

We wanted to share this information with City Council to see if there is any interest in having the program in Sylvania. You can Google Bird Scooters and you will find their website which has detailed information on their programs.

Attached please see an article about the Bird Program in Monroe, Michigan. They are also in Fremont, Columbus, Cincinnati, Tiffin, Warren, Circleville and University Heights in Ohio.

If you have any questions please let me know.

THE MONROE NEWS

LOCAL

City of Monroe might renew agreement with Bird Rides on e-scooters

Blake Bacho The Monroe News

Published 6:01 a.m. ET Feb. 9, 2022

Monroe City Council is open to extending its agreement with Bird Rides, Inc. to allow the company to continue operating its electric scooter rental service within the community.

Earlier report: Scooters coming to Monroe

At its work session Monday, council discussed renewing the memorandum of understanding with Bird that expired in January. The California-based company initially brought 25 of their e-scooters to the city last May and the rental service ran through November, enabling residents and visitors to use the vehicles while traveling within the municipality. Users ages 18 and up were able to rent the scooters via Bird's online app, paying a per-minute fee plus a flat, \$1 start-up fee. The scooters were subject to city and state laws, and could only be used on roads with a 35 mph or less speed limit.

A local fleet manager was responsible for collecting the scooters at the end of each day to charge them and then redistribute them to pick-up stations known as nests that were strategically located across the city.

Mark Cochran, assistant to the city manager and economic development director, said that just over 1,000 unique users logged about 10,000 miles over the seven months the e-scooters were available. However, he also acknowledged that, while popular, the program was not without issues. Riders frequently disobeyed Bird's policies and/or city ordinances, incorrectly operating the scooters and causing headaches for residents and business owners in downtown Monroe in the process.

"I know we had concerns throughout the rider season related to the use of (the scooters by) individuals on sidewalks, in particular in the downtown area," Cochran said. "We also had concerns related to people under the age of 18 riding the scooters, and we also had some concerns about parking spots and the Bird (scooters) being left in inappropriate locations."

Cochran said the city worked with Bird last year to implement multiple measures to curb the issues related to the scooters. These included reducing the top speed of the vehicles to 10 mph when traveling throughout the downtown area, and indefinitely suspending the accounts of users who rented scooters for underage individuals to ride.

The city and Bird also used social media and their websites to promote rider safety, and officers with the City of Monroe Police Department conducted rider outreach by stopping riders to inform them if they noticed they were operating their scooter incorrectly, or commend them if they saw them using them correctly.

Cochran commended Bird for being very responsible to the city's concerns, saying he would hear back quickly whenever he reached out about an issue.

"Certainly I would say that nothing is foolproof," he said. "We know that in spite of (Bird) requiring users to upload a driver's license or state ID that does show they are over the age of 18, folks were still letting underage individuals ride their scooter. Again, that's a violation of Bird's policy, not a violation of any city ordinances. There were a couple instances where we were provided with a photo, time of day and location, and we reported that to Bird and they were able to track down the rider and suspend their account."

Multiple council members acknowledged that they had heard from numerous residents and local business owners frustrated with the scooters. However, they said that they believed the initiatives introduced last year helped curb these problems to the point they are willing to give the program another chance.

"I thought it was a good program," said Councilwoman Kellie Vining. "One thing I liked most about it was that people used it to be able to get back and forth to work, especially during the times when we don't have bus service in the city. They were being utilized by people actually to get to jobs, which was one thing i really liked about the program."

As the owner and operator of a business located in downtown Monroe, Councilman Brian Lamour said that he saw the problems with the scooters firsthand. However, he said he was willing to give the venture another year based off of the changes that were implemented last season and additional ones that will likely be included in the new memorandum of understanding between the city and the company.

"I'd like to give it another chance for sure, but those things were just very difficult to deal with," Lamour said. "...There are a lot of people that really hate them. A lot of downtown vendors do, but like I said, with these changes hopefully implemented, maybe they can get

this back on track and make it a better production for downtown Monroe that's better for everybody else.

"I'm willing to take that chance."

Cochran said that additional language addressing council's concerns about the e-scooters will be included in the new agreement between the city and Bird. He also said the new memorandum will likely be brought before council for approval in the near future.

"We'll start working with (Bird) on crafting a new memorandum of understanding, addressing some of the concerns expressed last year and also discussed tonight, and bring it back," he said.