

Sylvania City Council

July 18, 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 Ms. Stough.
3. Additions to the agenda.
4. Approval of the Council meeting minutes of June 20, 2022.
5. Annual Assessment Ordinances:
 - a. Proposed Ordinance No. 61-2022, Assessing a special tax for ditch maintenance, etc.
 - b. Proposed Ordinance No. 62-2022, Assessing a special tax for street lighting.
 - c. Proposed Ordinance No. 63-2022, Assessing a special tax for tree maintenance, etc.
6. Proposed Ordinance No. 64-2022, Authorizing to enter into an Agreement for the Regional Addiction Diversion Program with the Board of Lucas County Commissioners, for Court Addiction Diversion Services.
7. Proposed Ordinance No. 65-2022, Authorizing to enter into an Agreement with the Chairman of the Lucas County General Health District Advisory Council for a Contract provision for the Administration of Health and Environmental Affairs in the Regional Combined Health District.
8. Norfolk Southern Railway Company-Construction Agreement for Monroe & Silica Improvements.
 - a. Service Director's report on agreement.
 - b. Proposed Ordinance No. 66-2022, Authorizing to enter into a Construction Agreement with Norfolk & Southern Railway Company relative to the Monroe & Silica Improvement Project.
9. Right of Way Acquisitions – Monroe & Silica Improvement Project and Silica Drive Bridge Replacement project.
 - a. Toledo Lucas County Public Library (Parcel 20)
 - 9a1. Proposed Ordinance No. 67-2022, Authorizing to enter into a purchase agreement with the Toledo Lucas County Public Library for the Monroe & Silica Improvement Project and Silica Drive Bridge Replacement Project.

- b. Louisville Title Agency for NW Ohio, Inc., Trustee (Parcel 21T)
 - 9b1. Proposed Ordinance No. 68-2022, Accepting a Temporary Construction Easement from Louisville Title Agency for N.W. Ohio, Inc. Trustee for the Monroe & Silica Improvement and Silica Drive Bridge Replacement Project.
- c. Sylvania Limited Liability Company (Parcel 22)
 - 9c1. Proposed Ordinance No. 69-2022, Accepting a Temporary Construction Easement from Sylvania Limited Liability Company for the Monroe & Silica Improvement and Silica Drive Replacement Project.
- d. Sylvania Township Trustees (Parcel 28)
 - 9d1. Proposed Ordinance No. 70-2022, Accepting a Temporary Construction Easement from Board of Sylvania Township Trustees for the Monroe & Silica Improvement and Silica Drive Bridge Replacement Project.
- e. Brighty Investments (Parcel 30)
 - 9e1. Proposed Ordinance No. 71-2022, Accepting a Temporary Construction Easement from Brighty Investment Properties, LLC for the Monroe & Silica Improvement and Silica Drive Bridge Replacement Project.
- 10. Plan Commission's recommendation on Zoning Ordinance Amendment Application ZA-2-2022, from R-1 to R-3PD for property located at 4215 N. McCord Road. Set Public Hearing for September 6, 2022 (Tuesday).
- 11. Committee reports.
 - a. Zoning & Annexation Committee meeting from July 7, 2022.
 - 11a1. Proposed Ordinance No. 60-2022, Approving the Recommendation of the Municipal Planning Commission to approve the Petition for Zoning Ordinance Amendment No. ZA-1-2022 from Hamid Brothers, LLC.
- 12. Committee referrals.

INFORMATION

- A. June 2022 Bank Reconciliation.
- B. Board of Architectural Review minutes from July 13, 2022.
- C. Municipal Planning Commission minutes from July 13, 2022.

Minutes of the Meeting of Council
June 20, 2022

The Council of the City of Sylvania, Ohio met in regular session on June 20, 2022 at 7:30 p.m. with Mayor Stough 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.

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

Pledge of Allegiance.

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

The following items has been added to the agenda:

- 5c. Proposed Ordinance No. 60-2022.
- 7b. Proposed Ordinance No. 59-2022.
- 11c. Schedule a Zoning & Annexation Committee meeting.

Mr. Frye moved, Mr. Haynam 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.

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

Mr. Frye presented the June 6, 2022 meeting minutes. Mr. Frye moved, Mrs. Westphal seconded, that since the Mayor, members of Council, and others had been furnished copies of these minutes prior to this meeting, Council dispense with the reading of these minutes at this time, and the journal of the minutes of the regular meeting of June 6, 2022 be approved; roll call vote being: Hansen, Haynam, Frye, McCann, Richardson, Stough, Westphal, (7) yeas; (0) nays. The motion carried.

Approval of the June 6, 2022 meeting minutes.

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

Mayor reported on the Public Hearing on Zoning Ordinance Amendment, ZA-1-2022 held on this date. The Municipal Planning Commission recommended approval of this Application. Proposed Ordinance No. 60-2022 was presented. Mr. Haynam requested further review of this application and will refer back to the Zoning & Annexation Committee meeting.

Report on ZA-1-2022 Public Hearing.

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

Minutes of the Meeting of Council
June 20, 2022

Mrs. Westphal presented and read aloud by title only, proposed Ordinance No. 58 -2022, a written copy of same having been previously furnished to each member of Council “Authorizing Lease between the City of Sylvania, as Lessor, and the Sylvania Area Joint Recreation District, as Lessee, for Burnham Park; determining said City owned property not to be needed for Municipal purposes during the term of the proposed Lease; authorizing the Mayor and Director of Finance to sign such a Lease on behalf of the City of Sylvania; and declaring an emergency.”; Mrs. Westphal moved, Mr. McCann seconded for passage of Ordinance No. 58-2022 as an emergency measure; roll call vote being: Haynam, McCann, Richardson, Stough, Westphal, Frye, Hansen: (7) yeas; (0) nays. The motion carried.

Ordinance No. 58-2022, “Authorizing the Lease between the City of Sylvania and SAJRD for Burnham Park.....”

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

Service Director’s report on LUC-TR 77-0.54 (PID 116375) Harroun Road and Ravine Drive was placed on file. Mr. Richardson presented and read aloud by title only, proposed Ordinance No. 59 -2022, a written copy of same having been previously furnished to each member of Council “Accepting the proposal of DGL Consulting Engineers, LLC to provide Engineering Services for the Harroun Road/Flower Hospital/Ravine Drive Intersection Improvement Project; appropriating funds therefore in the amount of \$89,994; and declaring an emergency.”; Mr. Richardson moved, Mr. Haynam seconded for passage of Ordinance No. 59-2022 as an emergency measure; roll call vote being: McCann, Richardson, Stough, Westphal, Frye, Hansen, Haynam,: (7) yeas; (0) nays. The motion carried.

Ordinance No. 59-2022, “Accepting proposal of DGL... engineering services for Harroun Rd/ Flower Hospital/ Ravine Imp. Project....”

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

Mr. Frye presented and read aloud by title only, proposed Resolution No. 7 -2022, a written copy of same having been previously furnished to each member of Council “A Resolution supporting the establishment of and endorsement of Representative of the OneOhio Recovery Foundation Region 4 Board; and declaring an emergency.”; Mr. Frye moved, Mr. McCann seconded for passage of Resolution No. 7-2022 as an emergency measure; roll call vote being: Richardson, Stough, Westphal, Frye, Hansen, Haynam, McCann: (7) yeas; (0) nays. The motion carried.

Resolution No. 7-2022, “Supporting establishment & Endorsement of OneOhio Recovery Foundation...”

Minutes of the Meeting of Council
June 20, 2022

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

Mr. Richardson presented and read aloud by title only, proposed Resolution No. 8 -2022, a written copy of same having been previously furnished to each member of Council "A Resolution of the Council of the City of Sylvania urging Governor Mike DeWine and the Ohio Department of Transportation ("ODOT") to reconsider its decision to end the Route 23 Connect Study; and declaring an emergency."; Mr. Richardson moved, Mr. Frye seconded for passage of Resolution No. 8-2022 as an emergency measure; roll call vote being: Stough, Westphal, Frye, Hansen, Haynam, McCann, Richardson: (7) yeas; (0) nays. The motion carried.

Resolution No. 8-2022, "...urging Governor and ODOT to reconsider the end to the Route 23 Connect Study..."

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

Mayor Stough presented the Petition for Zoning Ordinance Amendment Application No. ZA-2-2022, a request from Dave Schmitt, DS Developers, LLC on behalf of Ralph A. Ruetz for a zoning change from R-1, "Single-Family Residential Large Lot District" to R-3 PD "Multiple Dwelling Medium Density District-Planned Development" at 4215 N. McCord Rd., Sylvania, OH 43560. Mr. Haynam moved, Mr. Hansen seconded to refer ZA-2-2022 to the Municipal Planning Commission for review and recommendation; roll call vote being: Westphal, Frye, Hansen, Haynam, McCann, Richardson, Stough: (7) yeas; (0) nays. The motion carried

ZA-2-2022 referred to the Planning Commission for review & recommendation.

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

Mr. Richardson reported the Streets Committee met on this date to discuss the Street Lighting LED Conversion. Administration stated it would take 3 months to complete the 1650 fixtures and funds are available in the assessment fund to complete the project. Administration will continue to develop the plan for LED replacement of street lights in the city.

Streets Com. Mtg Report re: Street Lighting LED Conversion.

Mrs. Westphal reported the Employee & Community Relations Committee met on this date to conduct a public involvement meeting regarding the Richard Park Street Restoration Project. Many residents spoke, some for, some against the project which is fully funded by Ohio Department of Natural Resources in the amount of \$1,495,000. Administration will take public comments and review, then return to Council with additional information on the project.

Employee & Com Relations Com Mtg report re: Richard Park Stream Restoration Project.

Minutes of the Meeting of Council
June 20, 2022

Mr. Haynam moved, Ms. Stough seconded to refer Proposed Ordinance 60-2022 on ZA-1-2022 and to discuss the Zoning Code for Downtown-proposal from Environmental Design Group to the Zoning & Annexation Committee meeting for further consideration. Roll call vote being: Hansen, Haynam, Frye, McCann, Richardson, Stough, Westphal, (7) yeas; (0) nays. The motion carried.

Set Z & A
Committee mtg
7-7-22@ 4:30
p.m.

Mayor Stough stated all agenda items have been addressed.

Mr. Frye moved, Mrs. Westphal seconded to adjourn at 8:30 p.m. Roll call vote being: Frye, Hansen, Haynam, McCann, Stough, Westphal, Richardson, (7) yeas; (0) nays.

Adjournment.

Clerk of Council

Mayor

ORDINANCE NO. 61 - 2022

TO ASSESS A SPECIAL TAX UPON THE LOTS AND LANDS DESCRIBED IN THE SCHEDULE REFERRED TO HEREIN TO PAY A PART OF THE COST AND EXPENSE OF PROVIDING FOR THE CONSTRUCTION, MAINTENANCE, REPAIR, CLEANING AND ENCLOSING OPEN DRAINAGE DITCHES WITHIN THE CORPORATE LIMITS OF THE CITY OF SYLVANIA FOR THE YEAR ENDING DECEMBER 31, 2022; AND DECLARING AN EMERGENCY.

WHEREAS, the Council of the City of Sylvania has heretofore, by Ordinance, established one (1) district for the purpose of constructing, maintaining, repairing, cleaning and enclosing open drainage ditches located within the corporate limits of the City of Sylvania during the year 2018, and provided that part of the cost and expense connected with said work in said district in the total amount of Three Hundred Sixteen Thousand, Four Hundred Nine and 00/100 (\$316,409.00) shall be levied and assessed bases on:

- a) Small Residential (less than 9,900 square feet) =\$15.00 per year;
 - b) Large Lot Residential (greater than 9,900 square feet) =\$30.00 per year;
 - c) Non-Single Family Residential = \$30.00 per year per 5,000 square feet or impervious area;
- as set forth in said Ordinance; and,

WHEREAS, the Clerk of Council has given notice of the passage of the Ordinance creating the Ditch District for 2022 and of the estimated assessments on file in the Office of the Clerk of Council; and,

WHEREAS, Council has considered and adjusted all objections to estimated assessments that were properly and timely filed.

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

SECTION 1. That, to pay a part of the cost and expense of the construction, maintenance, repair, cleaning and enclosing open drainage ditches located within the corporate limits of the City of Sylvania as described in the schedule as reported by the Clerk of Council for the year ending December 31, 2022, there be, and hereby is assessed, in one (1) installment for 2022, upon the lots and lands bounding and abutting upon the streets and public right-of-way in said district, the several sums shown in the list of assessments, as adjusted if adjusted, and set opposite the description of the respective lots and lands and do hereby determine and declare that said lots and lands are specially benefitted in the amounts so assessed against the same, which amounts and assessments are hereby confirmed and approved.

SECTION 2. That the owners of said several lots and parcels of land shall pay the said sum so assessed as above against their said lots and lands, respectively, in one (1) installment, to the Treasurer of Lucas County, Ohio, at the same time and in the same manner as other taxes are paid, or be subject to the penalty and interest to be paid thereon as provided by law.

SECTION 3. That the Clerk of Council be, and she hereby is, directed to certify said assessments in one (1) installment within twenty (20) days of the passage hereof, to the Auditor of Lucas County, Ohio, to be, by her, placed upon the grand tax duplicate of said County for the year 2022 against said lots and lands, respectively, to be collected at the same time and in the same manner as other taxes are collected.

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 provision for the construction, maintenance and repair of ditches should be made forthwith and therefore this Ordinance should be effective immediately. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Passed, _____, 2022, as an emergency measure.

ATTEST:

Clerk of Council

APPROVED:

Mayor

Date

President of Council

APPROVED AS TO FORM:

Director of Law

ORDINANCE NO. 62 -2022**ORDINANCE APPROVING THE ASSESSMENTS HERETOFORE
AUTHORIZED BY RESOLUTION NO. 6-2022 FOR STREET
LIGHTING; LEVYING SAID ASSESSMENTS; AND DECLARING
AN EMERGENCY.**

WHEREAS, this Council by Resolution No. 6-2022, passed June 6, 2022, declared the necessity for lighting the municipal streets, determined the basis for levying annual assessments on lots and lands in this City for such purpose, and authorized such assessments in the amount as estimated by the Clerk of Council, pursuant to said Resolution; and,

WHEREAS, the Clerk of Council pursuant to said Resolution and Revised Code Section 727.14, gave notice of the passage of said Resolution and the filing of such estimated assessments; and,

WHEREAS, no objections were filed pursuant to Revised Code Section 727.15 or such objections as were filed have been considered by Council, and such assessments, as adjusted if adjusted, should be approved, levied and certified to the Auditor of Lucas County, Ohio.

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

SECTION 1. That the assessments for the street lighting authorized by said Resolution in the aggregate amount of Three Hundred Seventy-Eight Thousand, Six Hundred Thirty-four and 00/100 (\$378,634.00) and the assessments, as adjusted if adjusted, are hereby approved and such assessments in the amount so approved are hereby levied on the several parcels and lots of land in said City on the basis as set forth in said Resolution and the Clerk of Council is hereby directed to certify said assessments to the Auditor of Lucas County, Ohio, within the time provided therefore by the Revised Code of Ohio Section 5705.34.

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 immediate provision must be made for lighting the City streets. 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.

Passed, _____, 2022, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

5c

ORDINANCE NO. 63 -2022

TO ASSESS A SPECIAL TAX UPON THE LOTS AND LANDS DESCRIBED IN THE SCHEDULE REFERRED TO HEREIN TO PAY A PART OF THE COST AND EXPENSE OF PROVIDING FOR THE REMOVAL AND SPECIAL TREATMENT OF SHADE TREES FOR THE PURPOSE OF CONTROLLING BLIGHT AND DISEASE OF SAME; AND FOR PLANTING, MAINTAINING, TRIMMING AND REMOVING SHADE TREES IN AND ALONG THE STREETS AND WITHIN PUBLIC RIGHT-OF-WAY OF THE CITY FOR THE YEAR ENDING DECEMBER 31, 2022; AND DECLARING AN EMERGENCY.

WHEREAS, the Council of the City of Sylvania has heretofore, by Ordinance, established one (1) district for the purpose of removing or specially treating therein shade trees for the purpose of controlling the blight and disease of same for the planting, maintaining, trimming and removing shade trees in and along the streets and within public right-of-way of the City of Sylvania during the year 2022, and provided that part of the cost and expense connected with said work in said district in the total amount of Two Hundred Forty-Nine Thousand, Seven Hundred Thirty-Eight and 00/100 (\$249,738.00) shall be levied and assessed in the sum of thirty-five cents (35¢) per front foot upon all lots and lands bounding and abutting upon the streets and public right-of-way in said district as set forth in said Ordinance; and,

WHEREAS, the Clerk of Council has given notice of the passage of the Ordinance creating the Tree District for 2022, and of the estimated assessments on file in the Office of the Clerk of Council; and,

WHEREAS, Council has considered and adjusted all objections to estimated assessments that were properly and timely filed.

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

SECTION 1. That, to pay the cost and expense of the removal or special treatment of certain shade trees for the purpose of controlling the blight and disease and for planting, maintaining, trimming and removing of other shade trees in and along the streets and within public right-of-way of the City of Sylvania described in the schedule as reported by the Clerk of

Council for the year ending December 31, 2022, there be, and hereby is assessed, in one (1) installment for 2021, upon the lots and lands bounding and abutting upon the streets and public right-of-way in said district, the several sums shown in the list of assessments, as adjusted if adjusted, and set opposite the description of the respective lots and lands and do hereby determine and declare that said lots and lands are specially benefitted in the amounts so assessed against the same, which amounts and assessments are hereby confirmed and approved.

SECTION 2. That the owners of said several lots and parcels of land shall pay the said sum so assessed as above against their said lots and lands, respectively, in one (1) installment, to the Treasurer of Lucas County, Ohio, at the same time and in the same manner as other taxes are paid, or be subject to the penalty and interest to be paid thereon as provided by law.

SECTION 3. That the Clerk of Council be, and she hereby is, directed to certify said assessments in one (1) installment within twenty (20) days of the passage hereof, to the Auditor of Lucas County, Ohio, to be, by him, placed upon the grand tax duplicate of said County for the year 2022 against said lots and lands, respectively, to be collected at the same time and in the same manner as other taxes are collected.

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 assessments need to be certified immediately so as to meet the deadline for certifying the same to the Auditor and therefore this Ordinance should be effective immediately. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Passed, _____, 2022, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

ORDINANCE NO. 64 -2022

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AN AGREEMENT FOR THE REGIONAL ADDICTION DIVERSION PROGRAM, ON BEHALF OF THE CITY OF SYLVANIA, OHIO, WITH THE BOARD OF LUCAS COUNTY COMMISSIONERS, FOR THE PROVISION OF COURT ADDICTION DIVERSION SERVICES THROUGH THE LUCAS COUNTY COURT OF COMMON PLEAS WORK RELEASE COURT ADDICTION DIVERSION PROGRAM TO SYLVANIA MUNICIPAL COURT; AND DECLARING AN EMERGENCY.

WHEREAS, since 2015, the Sylvania Municipal Court has participated in the Regional Addiction Diversion Program through the Board of Lucas County Commissioners; and,

WHEREAS, Ordinance No. 62-2019, passed July 15, 2019, authorized the Mayor and Director of Finance to enter into an Agreement with the Regional Addiction Diversion Program on behalf of the City of Sylvania with the Board of Lucas County Commissioners for the provision of Court Addiction Diversion Services to Sylvania Municipal Court; and,

WHEREAS, the City of Sylvania and Sylvania Municipal Court desire to continue to participate in the Work Release Regional Addiction Diversion Treatment Program (“RAD”); and,

WHEREAS, the goal of the Work Release RAD Treatment Program is to aid in the protection of the community by rehabilitating convicted offenders; and,

WHEREAS, the proposed Agreement with the Board of Lucas County Commissioners for the Work Release RAD Program to the Sylvania Municipal Court which will give Sylvania Municipal Court one and one-half reserved beds in the program; and,

WHEREAS, the total annual cost for the City’s participation in the RAD Program is \$15,576.38, which reflects the per diem rate of \$85.35 per bed.

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

SECTION 1. That the Mayor and Director of Finance be, and they hereby are

authorized to enter into an Agreement with the Board of Lucas County Commissioners, in the form and substance of "Exhibit A" this Council hereby agreeing to appropriate the necessary funds for payment required under said Agreement.

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 authorized immediately to provide one and one-half reserved beds in the Work Release RAD Treatment Program. 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

ORDINANCE NO. 65 -2022

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AN AMENDED AGREEMENT WITH THE CHAIRMAN OF THE LUCAS COUNTY GENERAL HEALTH DISTRICT ADVISORY COUNCIL FOR A CONTRACT PROVIDING FOR THE ADMINISTRATION OF HEALTH AND ENVIRONMENTAL AFFAIRS IN THE REGIONAL COMBINED HEALTH DISTRICT; AND DECLARING AN EMERGENCY.

WHEREAS, Ordinance No. 116-99, passed by Sylvania City Council on October 18, 1999, authorized the Mayor and Director of Finance to enter into an Agreement with the Chairman of the Lucas County General Health District Advisory Council establishing a regional combined health district; and,

WHEREAS, Ordinance No. 2-2005, passed by Sylvania City Council on January 3, 2005, authorized the Mayor and Director of Finance to enter into a Second Amended Agreement with the Chairman of the Lucas County General Health District Advisory Council, which contained no substantive changes to the Agreement only an extension of the term of the Agreement; and,

WHEREAS, Ordinance No. 102-2009, passed October 5, 2009, authorized the Mayor and Director of Finance to enter into a Third Amended Agreement with the Chairman of the Lucas County General Health District Advisory Council for a contract providing for the administration of health and environmental affairs in the regional combined health district; and,

WHEREAS, Ordinance No. 9-2020, passed February 18, 2020, authorized the Mayor and Director of Finance to enter into an Amended Agreement with the Chairman of the Lucas County General Health District Advisory Council for a contract providing for the Administration of Health and Environmental Affairs in the Regional Combined Health District; and,

WHEREAS, Ordinance No. 112-2020, passed December 21, 2020, authorized the Mayor and Director of Finance to enter into an Amended Agreement with the Chairman of the Lucas County General Health District Advisory Council for a Contract providing for the Administration of Health and Environmental Affairs in the Regional Combined Health District; and,

WHEREAS, the City has received a proposed Amended Agreement in which there are no substantive changes made to the proposed Amended Agreement, the only change being to

provide for a one-year extension of the Agreement for the term December 31, 2021 through January 1, 2023.

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 Agreement with the Chairman of the Lucas County General Health District Advisory Council, which Agreement 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 Amended Agreement should be entered into as soon as possible in order to maintain the administration of health and environmental services in the City of Sylvania. 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.

ATTEST:

President of Council
APPROVED AS TO FORM:

Clerk of Council
APPROVED:

Director of Law

Mayor

Date

AMENDED AGREEMENT
FOR THE ESTABLISHMENT OF A REGIONAL COMBINED HEALTH DISTRICT FOR
THE ADMINISTRATION OF HEALTH AND ENVIRONMENTAL SERVICES
WITHIN THE GEOGRAPHICAL JURISDICTION OF LUCAS COUNTY, OHIO

WHEREAS, Ohio Revised Code Section 3709.01 provides that each city within the State of Ohio constitutes a health district known as a "city health district" and the townships and villages within each county are combined into a health district known as a "general health district"; and

WHEREAS, Ohio Revised Code Section 3709.07 authorizes one or more city health districts to unite with a general health district in the formation of a single district; and

WHEREAS, by agreement effective November 2, 1999, (hereinafter the "Agreement") the District Advisory Council for the Lucas County General Health District, the Board of Commissioners, Lucas County, Ohio, and the cities of Toledo, Maumee, Sylvania and Oregon established a regional combined health district known as the Toledo-Lucas County Health Department; and

WHEREAS, the Agreement has been amended from time-to-time for purposes of adding an additional board members and extending the term of the agreement; and

WHEREAS, the City of Waterville, Ohio entered into an agreement effective March 1, 2012, for the Waterville City Health District to unite with the Lucas County General Health District as party to the regional combined health district under the terms and conditions of the Agreement and the amendments thereto; and

WHEREAS, the term of the current Agreement has expired; and

NOW, THEREFORE, the parties hereto mutually agree to extend the term and certain

provisions of the Agreement as follows:

1. EFFECTIVE DATE

This Agreement shall be effective beginning December 31, 2021, and shall remain effective until January 1, 2023, unless otherwise modified in writing by mutual agreement of the parties.

The regional combined health district shall be fully operational and assume full administration of health and environmental affairs within the Lucas County General Health District and the Health Districts of the Cities of Toledo, Maumee, Oregon, Sylvania, and Waterville subject to the terms and conditions set forth herein, unless said date is modified in writing by mutual agreement of the parties.

2. DISTRICT ADVISORY COUNCIL OF THE REGIONAL COMBINED HEALTH DISTRICT

Pursuant to Ohio Revised Code Section 3709.07, the District Advisory Council of the regional combined health district shall consist of the members of the District Advisory Council for the Lucas County General Health District and the Mayors of the Cities of Toledo, Maumee, Oregon, Sylvania, and Waterville, Ohio, and shall have all powers and duties as provided by Ohio Revised Code Section 3709.03.

3. DISTRICT ADVISORY COUNCIL OF THE LUCAS COUNTY GENERAL HEALTH DISTRICT

Nothing in this Agreement shall be construed to change the composition of the District Advisory Council of the Lucas County General Health District as constituted from time to time by the general laws of the State of Ohio.

Specifically, the parties hereto acknowledge and agree that during the term herein, and as a party to this agreement, the District Advisory Council for the Lucas County General Health District

shall remain a separate and distinct entity from that of the District Advisory Council for the regional combined health district. As such separate and distinct entity, the District Advisory Council for the Lucas County General Health District shall be comprised solely of the president of the board of Lucas county commissioners, the chief executive of each village, and the president of the board of township trustees in accordance with Ohio Revised Code Section 3709.03, as such law may be amended from time to time, and shall have the exclusive authority to appoint members of the regional combined board of health as provided herein.

4. CREATION OF THE REGIONAL COMBINED HEALTH DISTRICT BOARD

The regional combined health district board is hereby and herewith created to organize and administer the regional combined health district, as well as, to enforce the health and environmental rules and regulations adopted, applicable and effective within its jurisdictional and geographic boundaries.

5. APPOINTMENT/TERM OF OFFICE OF MEMBERS OF THE REGIONAL COMBINED HEALTH DISTRICT BOARD

The regional combined health district board shall consist of twelve (12) members who shall serve without pay except that which is provided by the general laws of the State of Ohio as they now or hereafter may exist, to be appointed as follows: four (4) members to be appointed by the District Advisory Council of the members of the Lucas County General Health District to represent the territory of Lucas County outside of the Cities of Toledo, Maumee, Oregon, Sylvania, and Waterville as the same shall, from time to time, exist; four (4) members to be appointed by the Mayor of the City of Toledo with the approval of the Council to represent the incorporated area of the City of Toledo as the same shall, from time to time, exist; one (1) member to be appointed by the

Mayor of the City of Maumee with the approval of Council to represent the incorporated area of the City of Maumee as the same shall, from time to time, exist; one (1) member to be appointed by the Mayor of the City of Oregon with the approval of the Council to represent the incorporated area of the City of Oregon as the same shall, from time to time, exist; one (1) member to be appointed by the Mayor of the City of Sylvania with the approval of Council to represent the incorporated area of the City of Sylvania as the same shall, from time to time, exist; one (1) member to be appointed by the Mayor of the City of Waterville with the approval of Council to represent the incorporated area of the City of Waterville as the same shall, from time to time, exist. At least one (1) member of the regional combined health district board shall be a qualified physician. Members of the regional combined health district board shall be residents of the area which they represent.

As the term of each member of the regional combined health district board expires the appointing authority shall fill the vacancy created thereby for a four (4) year term. In the event a vacancy is created by death or resignation of a member, or by significant nonattendance by a member as determined by the original appointing authority for such member, the vacancy shall be filled by the original appointing authority for the unexpired term of such member.

6. COMPENSATION FOR THE MEMBERS OF THE REGIONAL COMBINED BOARD OF HEALTH

Members of the regional combined board of health shall be compensated for attendance at meetings and/or reimbursed for expenses in accordance with Ohio Revised Code Section 3709.02 as such law may be amended from time to time.

7. ORGANIZATION AND ADMINISTRATION OF THE REGIONAL COMBINED HEALTH DISTRICT

The organization of the regional combined health district shall be the responsibility of the regional combined health district board created, established and appointed in accordance with Sections 4 and 5 of this agreement consistent with this agreement, the regional combined health district board shall also be responsible for administering the health and environmental affairs within the Lucas County General Health District, the City of Toledo Health District, the City of Maumee Health District, the City of Oregon Health District, the City of Sylvania Health District, and the City of Waterville Health District as provided by the laws of the State of Ohio. The regional combined health district board may adopt rules and regulations for the purposes of administering such health and environmental affairs as authorized by law. The rules and regulations adopted or enacted by the regional combined health district board shall be enforceable throughout its geographical jurisdiction as applicable.

The regional combined health district board shall appoint a Health Commissioner who shall be the Chief Administrative Officer of the regional combined health district. The Health Commissioner shall be responsible for the organization and administration of the regional combined health district subject to the approval of, pursuant to the directives of and consistent with the rules and regulations adopted or enacted by the regional combined health district board.

The regional combined health district board is hereby authorized to contract with the City of Toledo, the Lucas County Board of Commissioners and/or any other person(s) or entity for the purposes of purchasing or leasing equipment, office space or any other service or item the regional combined health district board deems necessary to implement this agreement and carry out the function of administering health and environmental affairs within the regional combined health

district.

Nothing contained herein shall be construed to limit the power or the authority of the regional combined health district board or the Health Commissioner in administering the duties of the regional combined health district provided such administration of duties does not reduce the services to be provided the townships and villages which comprise the Lucas County General Health District, or the services to be provided generally throughout the respective city health districts.

8. COST ALLOCATION

The regional combined health district board shall, no later than March 31st of each year, establish and approve a regional health district budget for the following fiscal year. The fiscal year of the regional combined health district shall be from January 1 through December 31.

The regional combined health district board shall also identify in the regional combined health district budget the intergovernmental revenue amount. The intergovernmental revenue amount is defined as the total district budget minus grant revenues (projected and actual), fee revenues, all other funding sources, and in-kind services provided by the Board of Commissioners, Lucas County, Ohio, and the City of Toledo as defined in Section 11 below. The resulting intergovernmental revenue portion of the regional combined health district budget shall be apportioned among the parties to this agreement as follows, subject to Section 9 below.

The City of Toledo shall provide 69.25% of the total intergovernmental revenue; the villages and townships of Lucas County, Ohio, through the District Advisory Council of the Lucas County General Health District shall provide 16.70% of the total intergovernmental revenue; the City of Oregon shall provide 4.30% of the total intergovernmental revenue, the City of Maumee shall provide 3.8% of the total intergovernmental revenue; the City of Sylvania shall provide 3.35% of the total intergovernmental revenue, the City of Waterville shall provide .85% of the total

intergovernmental revenue, and; the Board of Commissioners, Lucas County, Ohio, shall provide 1.75% of the total intergovernmental revenue.

9. PERIODIC REVISION OF COST ALLOCATION

The regional combined health district board, from time to time during this agreement, and at least every five years shall review and may revise, by a majority approval of the board, the cost allocation of the intergovernmental revenue apportioned to the parties to this agreement.

10. PAYMENTS FOR ALLOCATION OF COSTS

The parties to this agreement hereby agree and authorize the Lucas County Auditor to deduct each parties' share of the intergovernmental revenue directly from the real estate settlement. However, the real estate settlement portion for the City of Toledo shall not exceed .6 mills. In the event that the real estate settlement is insufficient to cover any party's share, the regional combined health district board will invoice the difference directly to the party. Such party will submit payment of the invoiced amount to the regional combined health district board within thirty (30) days of receipt of the invoice.

11. IN-KIND SERVICES

The City of Toledo and the Board of County Commissioners, Lucas County, Ohio, shall provide in-kind to the regional combined health district as detailed in Attachment "A" which is attached hereto and fully incorporated into this agreement.

The in-kind services provided shall be separate from and in addition to the costs allocation computation for intergovernmental revenue as provided in Section 8 above.

12. TERMINATION

Any party may withdraw from, and thereby terminate said party's obligations under, this agreement by giving written notice of such intent to withdraw to the regional combined health

district board. Such written notice must be given more than one (1) year in advance of the effective date of withdrawal from this agreement. During the period between the submission of the written notice of withdrawal to the regional combined health district board and the effective date of the withdrawal from this agreement, the withdrawing party shall be bound by the full force and effect of this agreement.

The regional combined health district board may, by an affirmative vote of a majority of its members, elect to disband the regional combined health district and thereby terminate this agreement. In the event that the regional combined health district board elects to disband the regional combined health district and terminate this agreement, such disbandment and termination shall be fully implemented and effective no less than one (1) year from the date of the regional combined health district board's election for such action. During the period between the regional combined health district board's election to disband the regional combined health district and terminate this agreement and the effective date to fully implement such action, all parties to this agreement shall remain bound by the full force and effect of this agreement.

13. LEGAL ADVISOR

The Lucas County Prosecutor's Office shall be the legal advisor of the regional combined health district.

14. MISCELLANEOUS

- A. This Agreement constitutes the entire understanding between the parties hereto relating to the matters herein contained.
- B. This Agreement shall be construed and enforced pursuant to the laws of the State of Ohio.
- C. No amendments, modifications or variations of the terms and conditions of

this Agreement shall be valid unless the same are in writing and approved and signed by the parties hereto.

- D. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their successors and assigns.
- E. If any provision of this Agreement shall be or become illegal or unenforceable, in whole or in part for any reason whatsoever, the remaining provisions shall nevertheless remain valid, binding and subsisting.
- F. The terms and conditions of this Agreement shall not inure to the benefit of any third party or parties.
- G. The headings and titles of the several sections, provisions and clauses of this Agreement are for convenience only and do not define, limit or construe the contents of this Agreement.
- H. The parties represent to each other that, by their respective execution of this Agreement, they have obtained all necessary consents and approvals required for their respective execution and performance thereof.

IN WITNESS WHEREOF, the parties have executed this agreement on the date set forth below.

**DISTRICT ADVISORY COUNCIL
GENERAL HEALTH DISTRICT
LUCAS COUNTY, OHIO**

**Andrew Glenn
Chairman**

Date: _____

**BOARD OF COMMISSIONERS,
LUCAS COUNTY, OHIO**

**Gary L. Byers
President/Member**

Date: _____

**Peter L. Gerken
Member**

Date: _____

**Gary L Byers
Member**

Date: _____

CITY OF TOLEDO, OHIO

**Wade Kapszukiewicz
Mayor**

Date: _____

MAYOR OF SYLVANIA, OHIO

**Craig A. Stough
Mayor**

Date: _____

CITY OF MAUMEE, OHIO

Richard H. Carr
Mayor

Date: _____

CITY OF OREGON, OHIO

Michael J. Seferian
Mayor

Date: _____

Darlynn Huntermark
Finance Director

Date: _____

Melissa Purpura
Law Director

Date: _____

CITY WATERVILLE

Timothy Pedro
Mayor

Date: _____

APPROVED AS TO FORM
JULIA R. BATES
PROSECUTING ATTORNEY
LUCAS COUNTY, OHIO

By: James C. Walter
Assistant Prosecuting Attorney

Date: _____

MERGER STUDY

GINJINKINDSUPPORT
7/3/98

In-Kind Support

1. Space
2. Furniture and Equipment
3. Building Maintenance
4. Phones and Utilities
5. Transportation
6. Personnel Administration
7. Legal and Audit
8. Accounting, Purchasing and Payroll
9. Computer/Information System

1. SPACE

- Utilize the current Toledo City Building - 635 N. Erie - no cost. The space should accommodate both departments' employees for office and field personnel.
- Parking

2. FURNITURE AND EQUIPMENT

- Some new furniture may be needed and/or some modification of the office layout to accommodate the County Dept. (\$20,000.00)
- No new equipment is needed

3. BUILDING MAINTENANCE

- Currently the City Dept. building is maintained by sister departments of the City. - estimate value \$40,000.00
- Janitorial contract
- Repairs and Replacements
- Building Security

4. PHONES AND UTILITIES

- Electric - Lighting
- Gas - Heating
- Cell phones
- Pagers

5. TRANSPORTATION

- City cars



6. PERSONNEL ADMINISTRATION
 - Contract negotiation
 - Recruitment
 - Training
 - Evaluation
 - Safety
 - Workers' comp
 - Fringe benefits

7. LEGAL AND AUDIT
 - Law dept.
 - Finance dept.
 - Legal notice

8. ACCOUNTING, PURCHASING AND PAYROLL
 - Accounts receivable
 - Accounts payable
 - Billing
 - Inventory
 - Purchasing
 - Payroll
 - Taxes
 - Withholding
 - Liability Insurance
 - Cash management, investment, licensing issuance
 - Word processing

9. COMPUTER/INFORMATION SYSTEM
 - Hardware installations
 - Software installations
 - System/Networking support
 - Other licensing fees
 - Mainframe Usage

ESTIMATE OF CURRENT IN-KIND CONTRIBUTIONS
TO PUBLIC HEALTH FROM LOCAL GOVERNMENTAL UNITS

	LUCAS COUNTY COMMISSIONERS	TOLEDO CITY GOVERNMENT
Facility Costs Primary/administration facility	\$250,000	\$ 528,000
Facility costs / clinic	\$240,000	\$0
Phones, Pagers and cell phones	\$0	included under "facility" above
Personnel Administration	\$20,000	\$ 69,679
Accounting, Purchasing and Payroll	\$40,000	\$ 156,844
Legal and Audit	\$0	\$ 51,896
Computers/information systems	\$5,000	\$ 27,241
Total	\$555,000	\$833,660

EXPLANATION

The two health departments receive differing types of in-kind support, and categorize support differently. The following is a simplified explanation of how the above numbers were derived.

FACILITY COSTS

Lucas County

Administrative offices at Government Center are based on an estimate provided by the Lucas County Commissioners in 1996.

The cost estimate for the Lucas County Health Department Clinic offices is based on the cost of comparable medical office space in western Lucas County, obtained in 1998.

The cost estimate for the facility cost was provided by the Toledo Department of Health and Environment, and is based on \$8.00 a sq. foot for 66,000 sq. feet.

The cost estimates for all three of these facilities include maintenance, repairs and replacements, housekeeping, security, and utilities. Phone costs, including pagers and cell phones, are provided as part of the in-kind costs for the city facilities, but are paid for with Lucas County Health Department funds at the county facilities.

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DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE DIRECTOR

July 18, 2022

To: The Mayor and Members of Sylvania City Council

Re: **Construction Agreement – Norfolk Southern Railway Company
LUC-Monroe & Silica Improvements (PID 107489)**

Dear Mr. Mayor and Council Members:

On December 16, 2019 City Council authorized the Service Department to enter into a Preliminary Engineering Agreement with the Norfolk Southern Railway Company (Ord. 99-2019) on the LUC-Monroe & Silica Improvements Project (PID 107489). This agreement was supplemented on May 2, 2022 by City Council to cover additional preliminary engineering expenses (Ord. 51-2022).

The preliminary engineering phase of the project has been completed as Norfolk Southern engineers have designed the new widened roadway crossing and signal. As a result, we are ready to enter into the Construction Agreement phase of the project.

The Construction Agreement outlines the responsibilities (Exhibit A) and financial obligations (Exhibit C) of both parties to improve the crossing. The Agreement covers items such as right-of-entry, use of the property, insurance, construction, and future maintenance.

The total anticipated cost to widen and improve the crossing is \$642,423. This cost includes construction engineering and administrative services, protective services (i.e. flagging), and construction costs for the widened roadway approach and signals.

As a result, we would request approval of Construction Agreement with Norfolk Southern Railway Company in the amount of \$642,423. The necessary funds for this work would be used from account number 401-7610-53503. Please call with any questions.

Sincerely,

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

8b

ORDINANCE NO. 66 -2022

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO A CONSTRUCTION AGREEMENT WITH NORFOLK SOUTHERN RAILWAY COMPANY RELATIVE TO THE MONROE & SILICA IMPROVEMENT PROJECT; APPROPRIATING FUNDS THEREFORE IN THE AMOUNT OF \$38,142; AND DECLARING AN EMERGENCY.

WHEREAS, Ordinance No. 99-2019, passed December 16, 2019, authorized the Mayor and Director of Finance to enter into a Preliminary Engineering Agreement with the Norfolk Southern Railway Company relative to the Monroe Street & Silica Drive Improvement Project in the amount of \$38,142; and,

WHEREAS, Ordinance No. 51-2022, passed May 2, 2022, authorized the Mayor and Director of Finance to enter into an Amendment to the Agreement for Preliminary Engineering Services with Norfolk Southern Railway Company relative to the Monroe & Silica Improvement Project and increased the contract amount by \$8,020; and,

WHEREAS, the Monroe & Silica Improvement Project includes the construction of an additional lane on Monroe Street in the eastbound direction between Silica Drive and Main Street which will impact Norfolk Southern Railway facilities at its existing Monroe Street crossing; and,

WHEREAS, the preliminary engineering phase of the project has been completed and the construction phase of the project is beginning; and,

WHEREAS, the attached proposed Construction Agreement sets forth the rights and responsibilities of both the City and the Railroad for the improvement of the railroad crossing over Monroe Street; and,

WHEREAS, the total estimated cost to widen and improve the railroad crossing is \$642,423 which includes the construction engineering and administrative services, protective services, and construction costs for the widened roadway approach and signals; and,

WHEREAS, the Director of Public Service, by report dated July 18, 2022, has recommended that the City enter into a Construction Agreement with Norfolk Southern Railway to permit the City to make the necessary improvements to Monroe Street relative to the Monroe Street & Silica Drive Improvement Project at an estimated cost of \$643,423.

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 are hereby authorized to enter into a Construction Agreement with Norfolk Southern Railway relative to the Monroe & Silica Improvement Project in the amount of Six Hundred Forty-Two Thousand Four Hundred Twenty-Three Dollars (\$642,423.00), and the same is hereby approved and accepted.

SECTION 2. That to provide funds for said engineering services hereby authorized, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore appropriated to **Account No. 401-7610-53503 – Street Improvements** the amount of Six Hundred Forty-Two Thousand Four Hundred Twenty-Three Dollars (\$642,423.00).

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

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

SECTION 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the Norfolk Southern Railway Company planning necessary for the Monroe & Silica Improvement Project should commence at the earliest possible time and therefore this Ordinance should be effective immediately. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote 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

THIS AGREEMENT, dated as of the ____ day of _____, 20__ is made and entered into by and between

NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation, whose mailing address is 650 West Peachtree Street NW – Box 45, Atlanta, Georgia 30308 (hereinafter called "RAILWAY"); and

CITY OF SYLVANIA, an Ohio municipality, whose mailing address is 6730 Monroe Street, Sylvania, Ohio 43560 (hereinafter called "LICENSEE").

RECITALS

WHEREAS, LICENSEE, at its own cost and expense, has found it necessary to widen Monroe Street at the existing at grade crossing (the "Facilities"), in the vicinity of RAILWAY Milepost XK-307.34, at or near Sylvania, Lucas County, Ohio (the "Premises"), located substantially as shown upon print of Drawing marked Exhibit A; and

WHEREAS, RAILWAY is willing to permit LICENSEE to enter upon RAILWAY's right of way for installation, construction, maintenance, operation and removal of the Facilities upon the terms and conditions of this Agreement; and in accordance with the plans and specifications attached hereto by reference upon approval of said plans, specifications or revisions by RAILWAY; and

WHEREAS, RAILWAY is willing, at LICENSEE's sole expense, to make modifications to RAILWAY's right of way and/or appurtenances rendered necessary by LICENSEE's installation, construction, maintenance, operation and removal of its Facilities in accordance with the force account estimate marked Exhibit C.

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

I. LICENSEE'S FACILITIES

1. Right-of-Entry. RAILWAY, insofar as its rights and title enables it to do so and subject to its rights to operate and maintain its RAILWAY and RAILWAY appurtenances along, in, and over its right-of-way, grants LICENSEE, its agents and/or contractors, without compensation, the right to enter upon the Premises, for the purpose of installation, construction, maintenance, operation and removal of the Facilities, provided that, prior to entry upon lands of RAILWAY, any agent and/or contractor of LICENSEE must execute and deliver to RAILWAY a standard contractor right-of-entry agreement in a form approved by RAILWAY in its sole discretion, together with any certificate(s) of insurance required therein. Furthermore, any crossing of RAILWAY tracks by LICENSEE or any of its agents and/or contractors must be addressed by a standard temporary crossing agreement in a form approved by RAILWAY in its sole discretion.

2. Use and Condition of the Premises. The Premises shall be used by LICENSEE only for the installation, construction, maintenance, operation and removal of the Facilities and for no other purpose without the prior written consent of RAILWAY, which consent may be withheld by RAILWAY in its sole discretion. LICENSEE accepts the Premises in their current "as is" condition, as suited for the installation and operation of the Facilities, and without the benefit of any improvements to be constructed by RAILWAY except insofar as contemplated by Section II of this Agreement.

3. Construction and Maintenance of the Facilities. LICENSEE shall construct and maintain the Facilities, at its expense, in such a manner as will not interfere with the operations of RAILWAY or endanger persons or property of RAILWAY, and in accordance with (a) plans and specifications (if any) attached hereto by reference upon approval of said plans, specifications or revisions by RAILWAY and any other specifications prescribed by RAILWAY, (b) applicable governmental regulations or laws, and (c) applicable specifications adopted by the American RAILWAY Engineering and Maintenance of Way Association when not in conflict with plans, specifications or regulations mentioned in (a) and (b) above. LICENSEE and any and all of LICENSEE contractors entering the Premises shall fully comply with applicable roadway worker protection regulations.

4. Indemnification. LICENSEE hereby agrees to indemnify and save harmless RAILWAY, its officers, agents and employees, from and against any and all liability, claims, losses, damages, expenses (including attorneys' fees) or costs for personal injuries (including death) and/or property damage to whomsoever or whatsoever occurring which arises or in any manner grows out of (a) the presence of LICENSEE, its employees, agents and/or contractors on or about the Premises, regardless of whether negligence on the part of RAILWAY, its officers, agents or employees caused or contributed to said loss of life, personal injury or property loss or damage in whole or in part; (b) any allegation that RAILWAY is an employer or joint employer of a LICENSEE or is liable for related employment benefits or tax withholdings; or (c) any decision by RAILWAY to bar or exclude LICENSEE from the Premises pursuant to the terms of this Agreement.

5. Environmental Matters. LICENSEE assumes all responsibility for any environmental obligations imposed under applicable laws, regulations or ordinances relating to the installation of the Facilities and/or to any contamination of any property, water, air or groundwater arising or resulting from LICENSEE's permitted operations or uses of RAILWAY's property pursuant to this Agreement. In addition, LICENSEE shall obtain any necessary permits to install the Facilities. LICENSEE agrees to indemnify and hold harmless RAILWAY from and against any and all liability, fines, penalties, claims, demands, costs (including attorneys' fees), losses or lawsuits brought by any person, company or governmental entity relating to contamination of any property, water, air or groundwater due to the use or presence of the Facilities. It is agreed that this indemnity provision extends to any cleanup costs related to LICENSEE's activities upon RAILWAY's property and to any costs related to cleanup of the Facilities or to other property caused by the use of the Facilities.

6. Special Provisions for Protection of Railway Interests. In connection with the operation and maintenance of the Facilities, it is agreed that the safety of people and the safety and continuity of RAILWAY's operations shall be of first importance. LICENSEE shall always act and shall require its employees, agents, contractors, and invitees to act, with the highest regard for safety and RAILWAY operations continuity and shall require its employees, agents, contractors, and invitees to utilize and comply with RAILWAY's directives in this regard. LICENSEE shall itself comply and shall require its employees, agents, contractors, and invitees to comply with all RAILWAY "Special Provisions for Protection of Railway Interests" ("Special Provisions"), as may be amended from time to time, attached hereto in current form as Exhibit B and hereby incorporated by reference. As used in the Special Provisions, LICENSEE is the "Contractor" should LICENSEE enter onto the Premises to perform any work contemplated by this Agreement. To ensure such compliance, LICENSEE shall assign a project manager to function as a single point-of-contact for LICENSEE. Said project manager is referred to as the "Sponsor's Engineer" in Exhibit B.

7. Insurance. Without limiting in any manner the liabilities and obligations assumed by LICENSEE under any other provision of this Agreement, and as additional protection to RAILWAY, LICENSEE shall procure and maintain (and/or cause a LICENSEE agent or contractor to procure and maintain, as applicable), at its expense, insurance as defined in the Special Provisions.

8. Railway Support. RAILWAY shall, at RAILWAY's option, furnish, at the sole expense of LICENSEE, labor and materials necessary, in RAILWAY's sole judgment, to support its tracks and to protect its traffic (including, without limitation, flagging) during the installation, maintenance, repair, renewal or removal of the Facilities.

9. Safety of Railway Operations. If RAILWAY becomes aware of any safety violations committed by LICENSEE, its employees, agents and/or contractors, RAILWAY shall so notify LICENSEE, and LICENSEE shall promptly correct such violation. In the event of an emergency threatening immediate danger to persons or property, RAILWAY may take corrective actions and shall notify LICENSEE promptly thereafter. LICENSEE shall reimburse RAILWAY for actual costs incurred in taking such emergency measures. RAILWAY assumes no additional responsibility for safety on the Premises for LICENSEE, its agents/or contractors by taking these corrective actions, and LICENSEE, its agents/contractors shall retain full responsibility for such safety violations.

10. Corrective Measures. If LICENSEE fails to take any corrective measures requested by RAILWAY in a timely manner, or if an emergency situation is presented which, in RAILWAY's judgment, requires immediate repairs to the Facilities, RAILWAY, at LICENSEE's expense, may undertake such corrective measures or repairs as it deems necessary or desirable.

11. Railway Changes. If RAILWAY shall make any changes, alterations or additions to the line, grade, tracks, structures, roadbed, installations, right-of-way or works of RAILWAY, or to the character, height or alignment of the Electronic Systems, at or near the Facilities, LICENSEE shall, upon thirty (30) days prior written notice from RAILWAY and at its sole expense, make such changes in the location and character of the Facilities as, in the opinion of the chief engineering officer of RAILWAY, shall be necessary or appropriate to accommodate any construction, improvements, alterations, changes or additions of RAILWAY.

12. Assumption of Risk. Unless caused solely by the negligence of RAILWAY or caused solely by the willful misconduct of RAILWAY, LICENSEE hereby assumes all risk of damage to the Facilities and LICENSEE's other property relating to its use and occupation of the Premises or business carried on the Premises and any defects to the Premises; and LICENSEE hereby declares and states that RAILWAY, its officers, directors, agents and employees shall not be responsible for any liability for such damage.

13. Liens; Taxes. LICENSEE will not permit any mechanic's liens or other liens to be placed upon the Premises, and nothing in this Agreement shall be construed as constituting the consent or request of RAILWAY, express or implied, to any person for the performance of any labor or the furnishing of any materials to the Premises, nor as giving LICENSEE any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that could give rise to any mechanic's liens or other liens against the Premises. In addition, LICENSEE shall be liable for all taxes levied or assessed against the Facilities and any other equipment or other property placed by LICENSEE within the Premises. In the event that any such lien shall attach to the Premises or LICENSEE shall fail to pay such taxes, then, in addition to any other right or remedy available to RAILWAY, RAILWAY may, but shall not be obligated to, discharge the same. Any amount paid by RAILWAY for any of the aforesaid purposes, together with related court costs, attorneys' fees, fines and penalties, shall be paid by LICENSEE to RAILWAY within ten (10) days after RAILWAY's demand therefor.

14. Default; Remedies.

(a) The following events shall be deemed to be events of default by LICENSEE under this Agreement:

(i) LICENSEE shall fail to pay any sum of money due hereunder and such failure shall continue for a period of ten (10) days after the due date thereof;

(ii) LICENSEE shall fail to comply with any provision of this Agreement not requiring the payment of money, all of which terms, provisions and covenants shall be deemed material, and such failure shall continue for a period of thirty (30) days after written notice of such default is delivered to LICENSEE;

(iii) LICENSEE shall become insolvent or unable to pay its debts as they become due, or LICENSEE notifies RAILWAY that it anticipates either condition;

(iv) LICENSEE takes any action to, or notifies RAILWAY that LICENSEE intends to file a petition under any section or chapter of the United States Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any State thereof; or a petition shall be filed against LICENSEE under any such statute; or

(v) a receiver or trustee shall be appointed for LICENSEE's license interest hereunder or for all or a substantial part of the assets of LICENSEE, and such receiver or trustee is not dismissed within sixty (60) days of the appointment.

(b) Upon the occurrence of any event or events of default by LICENSEE, whether enumerated in this paragraph 15 or not, RAILWAY shall have the option to pursue any remedies available to it at law or in equity without any additional notices to LICENSEE. RAILWAY's remedies shall include, but not be limited to, the following: (i) termination of this Agreement, in which event LICENSEE shall immediately surrender the Premises to RAILWAY; (ii) entry into or upon the Premises to do whatever LICENSEE is obligated to do under the terms of this License, in which event LICENSEE shall reimburse

RAILWAY on demand for any expenses which RAILWAY may incur in effecting compliance with LICENSEE's obligations under this License, but without rendering RAILWAY liable for any damages resulting to LICENSEE or the Facilities from such action; and (iii) pursuit of all other remedies available to RAILWAY at law or in equity, including, without limitation, injunctive relief of all varieties.

15. Railway Termination Right. Notwithstanding anything to the contrary in this Agreement, RAILWAY shall have the right to terminate this Agreement and the rights granted hereunder, after delivering to LICENSEE written notice of such termination no less than sixty (60) days prior to the effective date thereof, upon the occurrence of any one or more of the following events:

- (a) If LICENSEE shall discontinue the use or operations of the Facilities; or
- (b) If RAILWAY shall be required by any governmental authority having jurisdiction over the Premises to remove, relocate, reconstruct or discontinue operation of its railroad on or about the Premises; or
- (c) If RAILWAY, in the good faith judgment of its Superintendent, shall require a change in the location or elevation of its railroad on or about the location of the Facilities or the Premises that might effectively prohibit the use or operation of the Facilities; or
- (d) If RAILWAY, in the good faith judgment of its Superintendent, determines that the maintenance or use of the Facilities unduly interferes with the operation and maintenance of the facilities of RAILWAY, or with the present or future use of such property by RAILWAY, its lessees, affiliates, successors or assigns, for their respective purposes.

16. Condemnation. If the Premises or any portion thereof shall be taken or condemned in whole or in part for public purposes, or sold in lieu of condemnation, then this Agreement and the rights granted to LICENSEE hereunder shall, at the sole option of RAILWAY, forthwith cease and terminate. All compensation awarded for any taking (or sale proceeds in lieu thereof) shall be the property of RAILWAY, and LICENSEE shall have no claim thereto, the same being hereby expressly waived by LICENSEE.

17. Removal of Facilities: Survival. The Facilities are and shall remain the personal property of LICENSEE. Upon the termination of this Agreement, LICENSEE shall remove the Facilities from the Premises within thirty (30) days after the effective date thereof. In performing such removal, unless otherwise directed by RAILWAY, LICENSEE shall restore the Premises to the same condition as existed prior to the installation or placement of Facilities, reasonable wear and tear excepted. In the event LICENSEE shall fail to so remove the Facilities or restore the Premises, the Facilities shall be deemed to have been abandoned by LICENSEE, and the same shall become the property of RAILWAY for RAILWAY to use, remove, destroy or otherwise dispose of at its discretion and without responsibility for accounting to LICENSEE therefor; provided, however, in the event RAILWAY elects to remove the Facilities, RAILWAY, in addition to any other legal remedy it may have, shall have the right to recover from LICENSEE all costs incurred in connection with such removal and the restoration of the Premises. Notwithstanding anything to the contrary contained in this Agreement, the termination of this Agreement shall not relieve LICENSEE from LICENSEE's obligations accruing prior to the termination date, and such obligations shall survive any such termination of this Agreement.

18. Interests in Real Property

LICENSEE shall acquire or settle all property, property rights and all damages to property affected by the installation, construction, maintenance, and operation of the Facilities. The cost of said property, property rights and damages to property shall be borne by LICENSEE.

RAILWAY, insofar as it has the legal right so to do, shall permit LICENSEE to enter upon lands owned or operated by RAILWAY to construct and occupy its property with sufficient width to permit construction and

maintenance of the Facilities. LICENSEE and RAILWAY shall enter into good faith negotiations for a price to be consistent with the property interest determined by LICENSEE to be needed for the proposed improvement.

However, the price to be paid by LICENSEE to RAILWAY for said conveyances (representing the fair market value thereof plus damages, if any, to the residue) shall be as mutually agreed upon within nine (9) months from the date of occupancy by LICENSEE, and if agreement as to price is reached, an additional period of ninety (90) days shall be allowed for settlement, it being agreed however, that if no agreement as to price is reached within the aforesaid nine (9) month period, LICENSEE will within ninety (90) days thereafter institute an eminent domain proceeding authorized by law for the determination of the value of same. The provisions of this Agreement shall survive the institution of such eminent domain proceeding.

LICENSEE shall furnish the plans and descriptions for any such conveyance. It is understood, however, that the foregoing right of entry is a permissive use only, and this Section is not intended to convey or obligate RAILWAY to convey any interest in its land.

II. SCOPE OF RAILROAD PROJECT, AND MAINTENANCE AND OWNERSHIP OF PROJECT IMPROVEMENTS

1. Scope of Work. The scope of the work by RAILWAY shall include any necessary acquisition of right-of-way, permitting, design, construction, and construction-related activities including, but not limited to, inspection, flagging, and superintendence, within and along RAILWAY property necessary to facilitate LICENSEE's installation, construction, maintenance, operation and removal of the Facilities ("Railroad Project").

2. Construction of the Railroad Project. The RAILWAY shall construct the Railroad Project in accordance with the force account estimate, attached as Exhibit C and herein incorporated by reference, including any future amendments thereto, and all applicable state and federal laws.

(a) All work performed by the RAILWAY related to the Railroad Project and consistent with the force account estimate will be deemed reimbursable project expenses and shall be at no cost to the RAILWAY.

(b) RAILWAY shall accomplish work on the Railroad Project by the following: (i) railroad force account; (ii) existing continuing contracts at reasonable costs; (iii) contracting with the lowest responsible bidder based on appropriate solicitation; or (iv) contract without competitive bidding for minor work at reasonable costs.

3. Maintenance and Ownership of the Railroad Project. Upon completion of the Railroad Project, the RAILWAY shall own and, at its own cost and expense, maintain the Railroad Project improvements until such time as RAILWAY deems such maintenance to no longer be necessary.

4. Construction of the Railroad Project. Execution of this Agreement constitutes LICENSEE's issuance of a notice to proceed to RAILWAY with the Railroad Project ("Notice to Proceed"). RAILWAY shall make commercially reasonable efforts to commence construction on the Railroad Project as soon as possible, in RAILWAY's sole discretion, after the date of availability for RAILWAY to commence its construction activities on the Railroad Project.

5. Reimbursement by LICENSEE.

(a) RAILWAY shall furnish, or cause to be furnished, at the expense of the LICENSEE, all the labor costs, overhead and indirect construction costs, materials and supplies, contracted services, transportation, equipment, and other related costs and items required to perform and complete the Railroad Project. In addition, RAILWAY shall furnish, at the expense of LICENSEE, the protection of rail traffic occasioned by or made necessary by entry by LICENSEE and/or its contractors or any subcontractor(s) pursuant to this Agreement.

(b) Except as otherwise provided in this Agreement, LICENSEE shall reimburse RAILWAY for the actual cost of the work performed by it, which is estimated to be **Six Hundred Forty-Two Thousand, Four Hundred Twenty-Three Dollars and Zero Cents (\$642,423.00)**. It is agreed that progress payments will be made by LICENSEE to the RAILWAY for the total amount of work done as shown on monthly statements. LICENSEE shall pay each RAILWAY statement within forty-five (45) days of receipt. Upon receipt of the final bill, RAILWAY shall be reimbursed in such amounts as are proper and eligible for final payment, and the Railroad Project shall be submitted to LICENSEE for final audit.

(c) **Incurred Costs.** The reimbursement amounts for all costs billed under this Agreement shall be subject to the applicable Federal principles and based on the full actual costs plus Approved Labor Additives. Design costs incurred by RAILWAY prior to issuance of the Notice to Proceed shall be reimbursed by LICENSEE.

III. GENERAL PROVISIONS

1. **Assignment and Successors.** This Agreement shall be binding upon and shall inure to the benefit of, and shall be enforceable by, the parties hereto and their respective permitted successors and assigns.

2. **Limitations Upon Damages.** Notwithstanding any other provision of this Agreement, RAILWAY shall not be liable for breach of this Agreement or under this Agreement for any consequential, incidental, exemplary, punitive, special, business damages or lost profits, as well as any claims for death, personal injury, and property loss and damage which occurs by reason of, or arises out of, or is incidental to the interruption in or usage of the Facilities placed upon or about the Premises by LICENSEE, including without limitation any damages under such claims that might be considered consequential, incidental, exemplary, punitive, special, business damages or lost profits.

3. **Miscellaneous.** All exhibits, attachments, riders and addenda referred to in this Agreement are incorporated into this Agreement and made a part hereof for all intents and purposes. Time is of the essence with regard to each provision of this Agreement. This Agreement shall be construed and interpreted in accordance with and governed by the laws of the State in which the Premises are located. Each covenant of RAILWAY and LICENSEE under this Agreement is independent of each other covenant under this Agreement. No default in performance of any covenant by a party shall excuse the other party from the performance of any other covenant.

4. **Notice to Parties.** Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the contact below except as otherwise provided in this Agreement or unless otherwise specifically advised.

As to LICENSEE:
City of Sylvania
6730 Monroe Street
Sylvania, Ohio 43560
Attention: Mayor

As to RAILWAY:
c/o Norfolk Southern Railway Company
Engineering – Design & Construction
650 West Peachtree Street NW – Box 45
Atlanta, Georgia 30308
Attention: Engineer Public Improvements

Either party may, by notice in writing, direct that future notices or demands be sent to a different address. All notices hereunder shall be deemed given upon receipt (or, if rejected, upon rejection).

5. Severability. The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this contract.

6. No Third Party Beneficiary. This Agreement shall be for the benefit of the parties only, and no person, firm or corporation shall acquire any rights whatsoever by virtue of this Agreement, except LICENSEE and RAILWAY and their successors and assigns.

7. Force Majeure. The parties agree to pursue the completion of the Railroad Project in accordance with the requirements of this Agreement. No party shall be held responsible to the other for delays caused by Force Majeure events, and such delays shall not be deemed a breach or default under this Agreement. In no event shall Force Majeure events excuse LICENSEE from its obligation to make payment to RAILWAY in accordance with this Agreement. Further the parties agree that the resolution or settlement of strikes or other labor disputes shall not be deemed to be within the control or reasonable control of the affected party. If any party is unable to complete work assigned to it due to a condition of Force Majeure or other conditions beyond the reasonable control of said party, then said party will diligently pursue completion of the item that is delayed once said condition or conditions are no longer in effect. For purposes of this Agreement, Force Majeure events are defined as circumstances beyond a party's reasonable control that delay performance and may include, but are not limited to, acts of God, actions or decrees of governmental bodies (beyond control of the parties), acts of the public enemy, labor disputes, fires, insurrections, and floods.

8. Amendment: Entire Agreement. This Agreement may be amended only in writing executed by authorized representatives of the parties hereto. No verbal change, modification, or amendment shall be effective unless in writing and signed by authorized representatives of the parties. The provisions hereof constitute the entire Agreement between the parties and supersede any verbal statement, representations, or warranties, stated or implied.

9. Waiver of Workers Compensation Immunity. In the event that all or a portion of the Premises is location in the State of Ohio, LICENSEE, with respect to the indemnification provisions contained in this Agreement, hereby expressly waives any defense or immunity granted or afforded LICENSEE pursuant to Section 35, Article II of the Ohio Constitution and Section 4123.74 of the Ohio Revised Code. In the event that all or a portion of the Premises is located in the Commonwealth of Pennsylvania, LICENSEE, with respect to the indemnification provisions contained in this Agreement, hereby expressly waives any defense or immunity granted or afforded LICENSEE pursuant to Pennsylvania Workers' Compensation Act, 77 P.S. 481.

10. Independent Contractors. The parties agree that LICENSEE and its agents and/or contractors, shall not be deemed either agents or independent contractors of RAILWAY. Except as otherwise provided by this Agreement, RAILWAY shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by LICENSEE or its contractors. Notwithstanding the foregoing, this paragraph shall in no way affect the absolute authority of RAILWAY to temporarily prohibit LICENSEE, its agents and/or contractors, or persons not associated with LICENSEE from entering RAILWAY property, or to require the removal of any person from RAILWAY property, if RAILWAY determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on, or about the Premises exist.

11. Meaning of "Railway". The word "RAILWAY" as used herein shall include any other company whose property at the aforesaid location may be leased or operated by RAILWAY. Said term also shall include RAILWAY's officers, directors, agents and employees, and any parent company, subsidiary or affiliate of RAILWAY and their respective officers, directors, agents and employees.

12. Approval of Plans. By its review and approval, if any, of the plans, RAILWAY signifies only that the plans and improvements to be constructed in accordance with the plans satisfy the RAILWAY's requirements. RAILWAY expressly disclaims all other representations and warranties in connection with said plans, including, but not limited to, the integrity, suitability or fitness for the purposes of the LICENSEE or any other person(s) of the plans or improvements constructed in accordance with the plans.

IN WITNESS WHEREOF, the parties have, through duly authorized representatives, entered into this Agreement effective the day and year first written above.

CITY OF SYLVANIA, an Ohio Municipality

By: _____

Name: _____

Title: _____

Date: _____

CITY OF SYLVANIA, an Ohio Municipality

By: _____

Name: _____

Title: _____

Date: _____

NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation

By: _____

Name: _____

Title: _____

Date: _____

NS File: CX1113759

9a



DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE DIRECTOR

July 18, 2022

To: The Mayor and Members of Sylvania City Council

Re: **Right-of-Way Acquisition (20-WD & 20-T)**
LUC-Monroe & Silica (PID 107489) & LUC-Silica Drive Bridge Replacement (PID 111563)

Dear Mr. Mayor and Council Members:

The construction plans for both the roadway widening and intersection improvements project (PID 107489) and bridge replacement project (PID 111563) have reached the Stage 3 level of plan development. The final right-of-way plans have been submitted and the City was authorized to begin the right-of-way acquisition phase of the project on February 18, 2022. As a reminder, construction is scheduled to begin in March 2023.

In order to accommodate the roadway improvements, the Service Department needs to acquire both permanent right-of-way and a temporary construction easement from Toledo Lucas County Public Library (Ownership 20 in the Right-of-Way Plan on file with the Service Department). The permanent right-of-way take is along the south side of Monroe Street. The temporary construction easement allows the City the right to enter and complete the necessary scope of work beyond the right-of-way over a 24-month period including driveway and grading work.

The City has reached an agreement with the owner in consideration of \$4,533. Procurement of the permanent right-of-way and temporary construction easement were known project expenses and were included in the 2022 capital improvement budget. Funds are available and allocated from account number 401-7610-53503. We would request approval of the enclosed permanent right-of-way and temporary construction easement contract for sale with the Toledo Lucas County Public Library in the amount of \$4,533. Please call with any questions.

Sincerely,

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

9a1.

ORDINANCE NO. 67 -2022

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO A PURCHASE AGREEMENT WITH THE TOLEDO LUCAS COUNTY PUBLIC LIBRARY FOR THE MONROE & SILICA IMPROVEMENT PROJECT AND SILICA DRIVE BRIDGE REPLACEMENT PROJECT; DEDICATING THE SAME FOR PUBLIC PURPOSES; APPROPRIATING FUNDS THEREFORE IN THE AMOUNT OF \$4,533; AND DECLARING AN EMERGENCY.

WHEREAS, plans for the Monroe & Silica Improvement Project and Silica Drive Replacement Project in the City of Sylvania, Ohio have been completed; and,

WHEREAS, the projects include roadway widening and intersection improvements and the bridge replacement and in order to accomplish these improvements, the City needs to acquire additional property from the Toledo Lucas County Public Library; and,

WHEREAS, the Toledo Lucas County Public Library is entitled to receive payment of just compensation representing the fair market value of the property after an appraisal of those rights and they have executed and delivered a Purchase Agreement to this City for which they will be paid the sum of Four Thousand Five Hundred Thirty-Three Dollars (\$4,533.00), a copy of which Purchase Agreement is attached hereto as "Exhibit A"; and,

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

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

SECTION 1. That the Mayor and Director of Finance be, and they hereby are, authorized to enter into a Purchase Agreement as so executed and tendered as described on "Exhibit A" with the Toledo Lucas County Public Library, the grantor therein.

SECTION 2. That the additional real property to be acquired identified and described in said Purchase Agreement as set forth on "Exhibit A" be, and the same hereby is, dedicated for the respective public purposes expressed in said Purchase Agreement.

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

SECTION 4. That, to provide funds for payment to the Grantor of said Purchase Agreement hereby accepted, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND**, from funds therein not heretofore appropriated, to **Account No. 401-7610-53503, Street Improvements**, the sum of Four Thousand Five Hundred Thirty-Three Dollars (\$4,533.00).

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

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

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

Vote 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

**CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY
WITHOUT BUILDING(S)**

PARCEL(S): 020-WD, T
LUC-Monroe St. & Silica Bridge

This Agreement is by and between the City of Sylvania ["Purchaser"] and Toledo Lucas County Public Library ["Seller"; "Seller" includes all of the foregoing named persons or entities]. Purchaser and Seller are referred to collectively in this Agreement as "Parties."

In consideration of the mutual promises, agreements and covenants herein contained the Parties contract as follows:

1. Price and Consideration

Purchaser shall pay to Seller the sum of \$4,533.00, which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed, including all fixtures; (b) any and all damages to any residual lands of Seller; (c) Seller's covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property; and (e) N/A.

Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest, and for all other real estate taxes and assessments that are a lien as of the date on which this Agreement closes. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is earlier in time. Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the real property, whether or not any such special assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property as of the date of transfer of title. Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the foregoing items to be paid by Seller; any balance remaining after such taxes, assessments, etc., are discharged shall be paid to Seller and any deficiency shall be the responsibility of Seller.

2. Estate Sold and Deed to Transfer

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the property which is more particularly described in Exhibit A attached hereto and by this reference incorporated herein, together with all improvements now located thereon and all fixtures of every nature now attached to or used

with said land and improvements including, but not limited to, driveways, signs, utility fixtures, shrubbery and trees.

If the rights, titles and estates described in Exhibit A constitute the fee simple in, to and of the real property, then such sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower. In the event the rights, titles, and estates described in Exhibit A constitute something less than the fee simple of the real property, then such sale and conveyance by Seller shall be by a good and sufficient deed or other instrument regularly and ordinarily used to transfer such lesser rights, titles and estates with, if applicable, full release of dower.

3. Limited Access Parcels - Waiver of Abutters' Rights

If the property described in Exhibit A is designated by Purchaser as a limited access parcel, then Seller further agrees to release to Purchaser, its successors and assigns, any and all abutters' rights, including access rights, appurtenant to any remaining lands of Seller (from which the property described in Exhibit A is being severed) in, over, on, from and to the property described in Exhibit A.

4. Supplemental Instruments

Seller agrees to execute any and all supplemental instruments or documents necessary to vest Purchaser with the rights, titles and interests described in Exhibit A.

5. Warranty of Title

Seller shall, and hereby does, warrant that the property described in Exhibit A is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules and regulations; and (d) any and all taxes and assessments not yet due and payable.

6. Elimination of Others' Interests

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles and interests in the property described in Exhibit A, such as, but not limited to, those belonging to tenants, lessees, mortgagees or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.

Seller and Purchaser agree that if a mortgagee of Seller or of a predecessor in title fails to cooperate with the efforts to obtain a release of that mortgagee's mortgage lien secured by the property described in Exhibit A, then and in that event this Agreement shall become null and void and the parties to this Agreement shall be discharged and released from any and all obligations created by this Agreement; for the purposes of this provision, the term "fails to cooperate" shall include a demand or request by any such mortgagee for a fee to process such a release of that mortgagee's mortgage lien that Purchaser, in its sole discretion, deems to be excessive.

7. No Change in Character of Property

Seller shall not change the existing character of the land or alter, remove, destroy or change any improvement located on the property described in Exhibit A. If, prior to the date on which possession of the subject property is surrendered to Purchaser, the subject property suffers any damage, change, alteration or destruction then, and without regard to the cause thereof, Seller shall restore the subject property to the condition it was in at the time Seller executed this Agreement; in the alternative, Seller may agree to accept the abovementioned purchase price less the costs associated with such restoration. If the Seller refuses to either restore the premises or accept the decreased consideration as aforementioned, then Purchaser, at its option after discovery or notification of such damage, change, alteration or destruction, may terminate and cancel this Agreement upon written notice to Seller.

8. Offer to Sell

If Seller executes this Agreement prior to Purchaser, then this Agreement shall constitute and be an Offer to Sell by Seller that shall remain open for acceptance by Purchaser for a period of 20 days immediately subsequent to the date on which Seller delivers such executed Agreement to Purchaser. Upon Purchaser's acceptance and execution of this Agreement within said period of 20 days, this Agreement shall constitute and be a valid Contract for Sale and Purchase of Real Property that is binding upon the Parties.

9. Designation of Escrow Agent

Seller agrees that Purchaser may designate an escrow agent to act on behalf of the Parties in connection with the consummation and closing of this Agreement.

10. Closing Date

The consummation and closing of this Agreement shall occur at such time and place as the Parties may agree, but no later than 10 days after Purchaser notifies Seller in writing that Purchaser is ready to consummate and close this Agreement. Provided, however, in no event shall such consummation and closing occur more than 120 days after the last date on which one of the Parties executes this Agreement.

11. Physical Possession of Structures Occupied by Seller

Seller shall surrender physical possession of the land and improvements to Purchaser not later than the date on which Purchaser tenders the purchase price to Seller.

12. Control of Property Occupied by Seller's Tenant(s)

Control of property occupied by Seller's tenant(s) shall be assumed by Purchaser on the date Purchaser tenders the purchase price to Seller. From that date forward, Purchaser shall be entitled to collect and retain as its own funds any and all rental payments thereafter made by such tenant(s). If any rents due under the lease(s) with Seller have been prepaid by Seller's tenant(s), then said prepaid rents shall be prorated to the date on which the purchase price is tendered by Purchaser, and said prepaid rents shall be paid to Seller and Purchaser in accordance with such proration.

13. Binding Agreement

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

14. Multiple Originals

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

15. Entire Agreement


This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon Seller or Purchaser.

16. Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Seller and Purchaser.

IN WITNESS WHEREOF, the parties hereto, namely the City of Sylvania and Toledo Lucas County Public Library have executed this Agreement on the date(s) indicated immediately below their respective signatures.

TOLEDO LUCAS COUNTY PUBLIC LIBRARY

By: 
TITLE: EXECUTIVE DIRECTOR / FINANCIAL OFFICER

Date: 07 05 22

City of Sylvania

Craig A. Stough
Mayor

Date: _____

EXHIBIT A

Page 1 of 3

Rev. 06/09

LPA RX 851 WD

Ver. Date 02/10/22

PID 107489

**PARCEL 20-WD
LUC-MONROE STREET
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
CITY OF SYLVANIA, LUCAS COUNTY, OHIO**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in the State of Ohio, City of Sylvania, being part of the Northeast Quarter of Section 9, Town 9 South, Range 6 East, out of a parcel of land conveyed to Toledo-Lucas County Public Library by deed of record in Microfiche Slide 86-421-D02 and Microfiche Slide 91-023-B06, and being on the right side of the centerline of right of way of Monroe Street as shown on a centerline survey plat made in September 2021, for the City of Sylvania titled "LUC-MONROE ST (PART 1 - PID 107489 & LUC-SILICA BRIDGE (PART 2 - PID 111563))" and bounded and described as follows:

Commencing at a MAG nail shank found marking the intersection of the centerline of right of way of Monroe Street with the centerline of right of way of Silica Drive (Station 532+68.42 Monroe Street and Station 7+93.15 Silica Drive);

Thence North 88 Degrees 31 Minutes 41 Seconds East a distance of 256.40 feet with said centerline of Monroe Street, to the Northerly corner common to said Toledo-Lucas County parcel and a parcel of land conveyed to Sylvania Exempted School District Public Library by deed of record in Deed Volume 1328, Page 121, said point being the *True Point of Beginning* (Station 535+24.82 Monroe Street);

1. Thence North 88 Degrees 31 Minutes 41 Seconds East a distance of 274.50 feet continuing with said centerline and Northerly line of said Toledo-Lucas County parcel, to the Northeasterly corner of said Toledo-Lucas County parcel (Station 537+99.32 Monroe Street);

EXHIBIT A

Page 2 of 3

Rev. 06/09

LPA RX 851 WD

2. Thence South 01 Degrees 13 Minutes 19 Seconds East a distance of 37.13 feet with the Easterly line of said Toledo-Lucas County parcel, to a point on the Southerly existing right of way line of Monroe Street, (Station 537+99.16, 37.13 feet right Monroe Street), reference a ½ inch iron pipe with a "Lewandowski" plug found (Station 537+99.22, 37.10 feet right Monroe Street);
3. Thence South 88 Degrees 31 Minutes 41 Seconds West a distance of 274.50 feet with said Southerly existing right of way line, to an iron pin set on the line common to said Toledo-Lucas County and Sylvania parcels (Station 535+24.66, 37.13 feet right Monroe Street);
4. Thence North 01 Degrees 13 Minutes 19 Seconds West a distance of 37.13 feet with said common line, to the *True Point of Beginning*.

The above described parcel contains 0.234 acres of land, more or less, of which the present road occupies 0.234 acres leaving a net take of 0.000 acres, more or less. Of the above described parcel, 0.099 acres are part of Lucas County Auditor's Permanent Parcel Number 82-01969 of which the present road occupies 0.099 leaving a net take of 0.000 acres, more or less, 0.043 acres are part of Lucas County Auditor's Permanent Parcel Number 82-01981 of which the present road occupies 0.043 leaving a net take of 0.000 acres, and 0.092 acres are part of Lucas County Auditor's Permanent Parcel Number 82-01968 of which the present road occupies 0.092 acres leaving a net take of 0.000 acres, more or less.

The bearings in this description are for project use only and are based on the Ohio State Plane Coordinate System, North Zone, NAD 83 (2011). Said coordinates originated from GPS observations of selected stations in the Ohio Department of Transportation Virtual Reference Station Network. The portion of the centerline of Monroe Street having a bearing of North 88 Degrees 31 Minutes 41 Seconds East is designated the Basis of Bearing for this description.

All references to records are to the Lucas County Recorder's Office located in the City of Toledo, Ohio.

Points referred to as set are ¾ inch diameter x 30 inch long re-bars with a 1 inch diameter aluminum cap marked "DGL PS #8029".


EXHIBIT A

Page 3 of 3

Rev. 06/09

LPA RX 851 WD

The above description is based on a land survey performed in July of 2019, by DGL Consulting Engineers and was prepared by Ronald J. Lumbrezer, Ohio Professional Surveyor #8029.



Ronald J. Lumbrezer, P.S. #8029
DGL Consulting Engineers, LLC
3455 Briarfield Blvd - Suite E
Maumee, Ohio 43537
20-WD


Date:

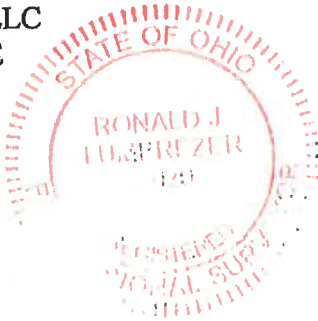


EXHIBIT A

Page 1 of 2

LPA RX 887 T

Rev. 07/09

Ver. Date 02/10/22

PID 107489

**PARCEL 20-T
LUC-MONROE ST
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
CONSTRUCT A DRIVE AND GRADING
FOR 24 MONTHS FROM DATE OF ENTRY BY THE
CITY OF SYLVANIA, LUCAS COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, City of Sylvania, being part of the Northeast Quarter of Section 9, Town 9 South, Range 6 East, out of a parcel of land conveyed to Toledo-Lucas County Public Library by deed of record in Microfiche Slide 86-421-D02 and Microfiche Slide 91-023-B06, and being on the right side of the centerline of right of way of Monroe Street as shown on a centerline survey plat made in September 2021, for the City of Sylvania titled "LUC-MONROE ST (PART 1 – PID 107489 & LUC-SILICA BRIDGE (PART 2 – PID 111563)" and bounded and described as follows:

Beginning at an iron pin set at the intersection of the Southerly existing right of way line of Monroe Street with the line common to said Toledo-Lucas County parcel and a parcel of land conveyed to Sylvania Exempted School District Public Library by deed of record in Deed Volume 1328, Page 121, acquired as Parcel 20-WD by right of way plans made for the State of Ohio Department of Transportation titled "LUC-MONROE ST, PID 107489" (Station 535+24.66, 37.13 feet right Monroe Street);

1. Thence North 88 Degrees 31 Minutes 41 Seconds East a distance of 274.50 feet with said Southerly existing right of way line, to a point on the line common to said Toledo-Lucas County parcel and a parcel of land conveyed to Louisville Title Agency for N.W. Ohio, Inc., Trustee by deed of record in Microfiche Slide 92-207-D04 (Station 537+99.16, 37.13 feet right Monroe Street) reference a ½ inch iron pipe with a "Lewandowski" plug found (Station 537+99.22, 37.10 feet right Monroe Street);
2. Thence South 01 Degrees 13 Minutes 19 Seconds East a distance of 52.88 feet with said common line, to a point (Station 537+98.93, 90.00 feet right Monroe Street);
3. Thence South 88 Degrees 31 Minutes 41 Seconds West a distance of 58.93 feet to a point (Station 537+40.00, 90.00 feet right Monroe Street);

EXHIBIT A

LPA RX 887 T

4. Thence North 01 Degrees 28 Minutes 19 Seconds West a distance of 38.00 feet to a point (Station 537+40.00, 52.00 feet right Monroe Street);
5. Thence South 88 Degrees 31 Minutes 41 Seconds West a distance of 215.40 feet, to a point on the line common to said Toledo-Lucas County and Sylvania Exempted School District (Station 535+24.60, 52.00 feet right Monroe Street);
6. Thence North 01 Degrees 13 Minutes 19 Seconds West a distance of 14.88 feet with said common line the *Point of Beginning*.


The above described parcel contains 0.145 acres of land, more or less, of which the present road occupies 0.000 acres leaving a net take of 0.145 acres, more or less. Of the above described parcel 0.040 acres are part of Lucas County Auditor's Permanent Parcel Number 82-01969 of which the present road occupies 0.000 leaving a net take of 0.040 acres, more or less, 0.017 acres are part of Lucas County Auditor's Permanent Parcel Number 82-01981 of which the present road occupies 0.000 leaving a net take of 0.017 acres, and 0.088 acres are part of Lucas County Auditor's Permanent Parcel Number 82-01968 of which the present road occupies 0.000 acres leaving a net take of 0.017 acres, more or less.

The bearings in this description are for project use only and are based on the Ohio State Plane Coordinate System, North Zone, NAD 83 (2011). Said coordinates originated from GPS observations of selected stations in the Ohio Department of Transportation Virtual Reference Station Network. The portion of the centerline of Monroe Street having a bearing of North 88 Degrees 31 Minutes 41 Seconds East is designated the Basis of Bearing for this description.

All references to records are to the Lucas County Recorder's Office located in the City of Toledo, Ohio.

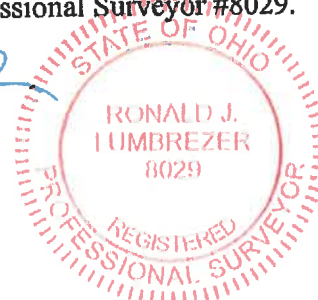
Points referred to as set are 3/4 inch diameter x 30 inch long re-bars with a 1 inch diameter aluminum cap marked "DGL PS #8029".

The above description is based on a land survey performed in July of 2019, by DGL Consulting Engineers and was prepared by Ronald J. Lumbrezer, Ohio Professional Surveyor #8029.



Ronald J. Lumbrezer, P.S. #8029
DGL Consulting Engineers, LLC
3455 Briarfield Blvd - Suite E
Maumee, Ohio 43537
20-T

2/11/22
Date:



96.



DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE DIRECTOR

July 18, 2022

To: The Mayor and Members of Sylvania City Council

Re: **Right-of-Way Acquisition (21-T)**
LUC-Monroe & Silica (PID 107489) & LUC-Silica Drive Bridge Replacement (PID 111563)

Dear Mr. Mayor and Council Members:

The construction plans for both the roadway widening and intersection improvements project (PID 107489) and bridge replacement project (PID 111563) have reached the Stage 3 level of plan development. The final right-of-way plans have been submitted and the City was authorized to begin the right-of-way acquisition phase of the project on February 18, 2022. As a reminder, construction is scheduled to begin in March 2023.

In order to accommodate the roadway improvements, the Service Department needs to obtain a temporary construction easement from Louisville Title Agency for N.W. Ohio, Inc., Trustee (Ownership 21 in the Right-of-Way Plan on file with the Service Department). The easement allows the City the right to enter and complete the necessary scope of work over a 24-month period including retaining wall replacement, driveway, and grading work.

The City has reached an agreement with the owner in consideration of \$17,745. Procurement of this easement was a known project expense and was included in the 2022 capital improvement budget. Funds are available and allocated from account number 401-7610-53503.

We would request the approval this temporary construction easement agreement with Louisville Title Agency for N.W. Ohio, Inc., Trustee in the amount of \$17,745. Please call with any questions.

Sincerely,

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

961.

ORDINANCE NO. 68 -2022

ACCEPTING A TEMPORARY CONSTRUCTION EASEMENT FROM LOUISVILLE TITLE AGENCY FOR N.W. OHIO, INC., TRUSTEE FOR THE MONROE & SILICA IMPROVEMENT PROJECT AND SILICA DRIVE BRIDGE REPLACEMENT PROJECT; DEDICATING THE TEMPORARY EASEMENT FOR PUBLIC PURPOSES; APPROPRIATING FUNDS THEREFORE IN THE AMOUNT OF \$17,745; AND DECLARING AN EMERGENCY.

WHEREAS, plans for the Monroe & Silica Improvement Project and Silica Drive Replacement Project in the City of Sylvania, Ohio have been completed; and,

WHEREAS, the projects include roadway widening and intersection improvements and the bridge replacement and in order to accomplish these improvements, the City needs to acquire a temporary easement from Louisville Title Agency for N.W. Ohio, Inc., Trustee; and,

WHEREAS, Louisville Title Agency for N.W. Ohio, Inc., Trustee is entitled to receive payment of just compensation representing the fair market value of the temporary easement after an appraisal of those rights and they have executed and delivered a grant of temporary easement to this City for which they will be paid the sum of Seventeen Thousand Seven Hundred Forty-Five Dollars (\$17,745.00), a copy of which grant of temporary easement is attached hereto as "Exhibit A"; and,

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

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

SECTION 1. That the temporary easement as to executed and tendered as described on "Exhibit A" be, and the same hereby is, accepted from Louisville Title Agency for N.W. Ohio, Inc., Trustee, the grantor therein.

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

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

SECTION 4. That, to provide funds for payment to the Grantor of said temporary easement hereby accepted, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND**, from funds therein not heretofore appropriated, to **Account No. 401-7610-53505, Street Improvements**, the sum of Seventeen Thousand Seven Hundred Forty-Five Dollars (\$17,745.00).

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

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

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

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2022, as an emergency measure.

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

TEMPORARY EASEMENT

Louisville Title Agency for NW Ohio, Inc. Trustee, the Grantor(s), in consideration of the sum of \$17,745.00, to be paid by City of Sylvania, the Grantee do grant to Grantee the temporary easement(s) to exclusively occupy and use for the purposes mentioned in Exhibit A the following described real estate:

PARCEL(S): 021-T
LUC-Monroe St. & Silica Bridge

SEE EXHIBIT A ATTACHED

Lucas County Current Tax Parcel No. 82-28501
Prior Instrument Reference: 92 207 D04, Lucas County Recorder's Office.

To have and to hold the temporary easement(s), for the aforesaid purposes and for the anticipated period of time described below, unto the Grantee, its successors and assigns.

The duration of the temporary easement(s) granted to the Grantee is 24 months immediately following the date on which the work described above is first commenced by the Grantee, or its duly authorized employees, agents, and contractors.

The temporary easement(s) interest granted is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

IN WITNESS WHEREOF Louisville Title Agency For N.W. Ohio Inc., Trustee has caused its name to be subscribed by James M. Lindsay, its duly authorized President and duly authorized agent on the 8th day of July, 2022.

LOUISVILLE TITLE AGENCY FOR N.W.
OHIO INC., TRUSTEE


By: James M. Lindsay, President

STATE OF OHIO, COUNTY OF LUCAS SS:

BE IT REMEMBERED, that on the 8th day of July, 2022, before me the subscriber, a Notary Public in and for said state and county, personally came the above named James M. Lindsay, who acknowledged being the President and duly authorized agent of Louisville Title Agency For N.W. Ohio Inc., Trustee, and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity. No oath or affirmation was administered to James M. Lindsay with regard to the notarial act.

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



ALEXIS WEAVER
Notary Public - State of Ohio
My Commission Expires Jan. 11, 2026



NOTARY PUBLIC
My Commission expires: 7/11/20

This document was prepared by: the City of Sylvania Law Director in the name of and use for the City of Sylvania.

EXHIBIT A

LPA RX 887 T

Page 1 of 2

Rev. 07/09

Ver. Date 02/10/22

PID 107489

**PARCEL 21-T
LUC-MONROE ST
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
CONSTRUCT A WALL AND GRADING
FOR 24 MONTHS FROM DATE OF ENTRY BY THE
CITY OF SYLVANIA, LUCAS COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, City of Sylvania, being part of the Northeast Quarter of Section 9, Town 9 South, Range 6 East, being part of a 45 feet dedicated access of Stonebridge, a subdivision of record in Plat Volume 132, Page 81, and out of a parcel of land conveyed to Louisville Title Agency for N.W. Ohio, Inc., Trustee by deed of record in Microfiche Slide 92-207-D04, and being on the right side of the centerline of right of way of Monroe Street as shown on a centerline survey plat made in September 2021, for the City of Sylvania titled "LUC-MONROE ST (PART 1 – PID 107489 & LUC-SILICA BRIDGE (PART 2 – PID 111563)" and bounded and described as follows:

Beginning at the intersection of the Southerly existing right of way line of Monroe Street with the Westerly line of said Stonebridge addition and said 45 feet dedicated access, (Station 537+99.16, 37.13 feet right Monroe Street), reference a ½ inch iron pipe with a "Lewandowski" plug found (Station 537+99.22, 37.10 feet right Monroe Street);

1. Thence North 88 Degrees 31 Minutes 41 Seconds East a distance of 45.00 feet with said Southerly existing right of way line and Northerly line of said Stonebridge addition, to the Northwesterly corner of Lot 1 of said Stonebridge addition and Easterly line of said dedicated access (Station 538+44.16, 37.13 feet right Monroe Street);
2. Thence South 01 Degrees 13 Minutes 19 Seconds East a distance of 52.88 feet with the Westerly line of Lot 1 and Easterly line of said dedicated access, to a point (Station 538+43.93, 90.00 feet right Monroe Street);
3. Thence South 88 Degrees 31 Minutes 41 Seconds West a distance of 45.00 feet to a point on the Westerly line of said Stonebridge addition and said dedicated access (Station 537+98.93, 90.00 feet right Monroe Street);

EXHIBIT A

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4. Thence North 01 Degrees 13 Minutes 19 Seconds West a distance of 52.88 feet with the Westerly line of said Stonebridge addition and dedicated access to the *Point of Beginning*.


The above described parcel contains 0.054 acres of land, more or less, of which the present road occupies 0.000 acres leaving a net take of 0.054 acres, more or less, contained within Lucas County Auditor's Permanent Parcel Number 82-28501.

The bearings in this description are for project use only and are based on the Ohio State Plane Coordinate System, North Zone, NAD 83 (2011). Said coordinates originated from GPS observations of selected stations in the Ohio Department of Transportation Virtual Reference Station Network. The portion of the centerline of Monroe Street having a bearing of North 88 Degrees 31 Minutes 41 Seconds East is designated the Basis of Bearing for this description.

All references to records are to the Lucas County Recorder's Office located in the City of Toledo, Ohio.

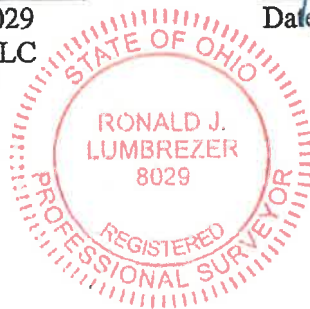
Points referred to as set are 3/4 inch diameter x 30 inch long re-bars with a 1 inch diameter aluminum cap marked "DGL PS #8029".

The above description is based on a land survey performed in July of 2019, by DGL Consulting Engineers and was prepared by Ronald J. Lumbrezer, Ohio Professional Surveyor #8029.



Ronald J. Lumbrezer, P.S. #8029
DGL Consulting Engineers, LLC
3455 Briarfield Blvd - Suite E
Maumee, Ohio 43537
21-T

2/11/22
Date:



9c.



DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE DIRECTOR

July 18, 2022

To: The Mayor and Members of Sylvania City Council

Re: **Right-of-Way Acquisition (22-T)**
LUC-Monroe & Silica (PID 107489) & LUC-Silica Drive Bridge Replacement (PID 111563)

Dear Mr. Mayor and Council Members:

The construction plans for both the roadway widening and intersection improvements project (PID 107489) and bridge replacement project (PID 111563) have reached the Stage 3 level of plan development. The final right-of-way plans have been submitted and the City was authorized to begin the right-of-way acquisition phase of the project on February 18, 2022. As a reminder, construction is scheduled to begin in March 2023.

In order to accommodate the roadway improvements, the Service Department needs to obtain a temporary construction easement from the Sylvania Limited Liability Company (Ownership 22 in the Right-of-Way Plan on file with the Service Department). The easement allows the City the right to enter and complete the necessary scope of work over a 24-month period including retaining wall replacement, driveway, and grading work.

The City has reached an agreement with the owner in consideration of \$33,550. Procurement of this easement was a known project expense and was included in the 2022 capital improvement budget. Funds are available and allocated from account number 401-7610-53503.

We would request the approval this temporary construction easement agreement with the Sylvania Limited Liability Company in the amount of \$33,550. Please call with any questions.

Sincerely,

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

9cl.

ORDINANCE NO. 69 -2022

ACCEPTING A TEMPORARY CONSTRUCTION EASEMENT FROM SYLVANIA LIMITED LIABILITY COMPANY FOR THE MONROE & SILICA IMPROVEMENT PROJECT AND SILICA DRIVE BRIDGE REPLACEMENT PROJECT; DEDICATING THE TEMPORARY EASEMENT FOR PUBLIC PURPOSES; APPROPRIATING FUNDS THEREFORE IN THE AMOUNT OF \$33,550; AND DECLARING AN EMERGENCY.

WHEREAS, plans for the Monroe & Silica Improvement Project and Silica Drive Replacement Project in the City of Sylvania, Ohio have been completed; and,

WHEREAS, the projects include roadway widening and intersection improvements and the bridge replacement and in order to accomplish these improvements, the City needs to acquire a temporary easement from Sylvania Limited Liability Company; and,

WHEREAS, Sylvania Limited Liability Company is entitled to receive payment of just compensation representing the fair market value of the temporary easement after an appraisal of those rights and they have executed and delivered a grant of temporary easement to this City for which they will be paid the sum of Thirty-Three Thousand Five Hundred Fifty Dollars (\$33,550.00), a copy of which grant of temporary easement is attached hereto as "Exhibit A"; and,

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

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

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

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

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

SECTION 4. That, to provide funds for payment to the Grantor of said temporary easement hereby accepted, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND**, from funds therein not heretofore appropriated, to **Account No. 401-7610-53503, Street Improvements**, the sum of Thirty-Three Thousand Five Hundred Fifty Dollars (\$33,550.00).

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

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

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

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2022, as an emergency measure.

ATTEST:

President of Council
APPROVED AS TO FORM:

Clerk of Council
APPROVED:

Director of Law

Mayor

Date

TEMPORARY EASEMENT

Sylvania Limited Liability Company, the Grantor(s), in consideration of the sum of \$33,550.00, to be paid by City of Sylvania, the Grantee do grant to Grantee the temporary easement(s) to exclusively occupy and use for the purposes mentioned in Exhibit A the following described real estate:

PARCEL(S): 022-T
LUC-Monroe St. & Silica Bridge

SEE EXHIBIT A ATTACHED

Lucas County Current Tax Parcel No. 82-28451
Prior Instrument Reference: 97 573 B11, Lucas County Recorder's Office.

To have and to hold the temporary easement(s), for the aforesaid purposes and for the anticipated period of time described below, unto the Grantee, its successors and assigns.

The duration of the temporary easement(s) granted to the Grantee is 24 months immediately following the date on which the work described above is first commenced by the Grantee, or its duly authorized employees, agents, and contractors.

The temporary easement(s) interest granted is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

IN WITNESS WHEREOF Sylvania Limited Liability Company has caused its name to be subscribed by Ryan Wamsher, its duly authorized Member, and its duly authorized agent on the 7th day of JULY, 2022.

SYLVANIA LIMITED LIABILITY COMPANY

By: 
RYAN WAMSHER
Title: MEMBER


STATE OF OHIO, COUNTY OF LUCAS SS:

BE IT REMEMBERED, that on the 7 day of July, 2022, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Ryan Wamsher, who acknowledged being the Member and duly authorized agent of Sylvania Limited Liability Company, and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity. No oath or affirmation was administered to Ryan Wamsher with regard to the notarial act.

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



ADRIANE WHITE
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 10-11-2023


NOTARY PUBLIC
My Commission expires: 10/11/23

This document was prepared by: the City of Sylvania Law Director in the name of and use for the City of Sylvania.

EXHIBIT A

LPA RX 887 T

Page 1 of 2

Rev. 07/09

Ver. Date 02/10/22

PID 107489

**PARCEL 22-T
LUC-MONROE ST
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
CONSTRUCT A WALL AND GRADING
FOR 24 MONTHS FROM DATE OF ENTRY BY THE
CITY OF SYLVANIA, LUCAS COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, City of Sylvania, being part of the Northeast Quarter of Section 9, Town 9 South, Range 6 East, being part of Lot 1 of Stonebridge, a subdivision of record in Plat Volume 132, Page 81, and out of a parcel of land conveyed to Sylvania Limited Liability Company by deed of record in Microfiche Slide 97-573-B11, and being on the right side of the centerline of right of way of Monroe Street as shown on a centerline survey plat made in September 2021, for the City of Sylvania titled "LUC-MONROE ST (PART 1 – PID 107489 & LUC-SILICA BRIDGE (PART 2 – PID 111563)" and bounded and described as follows:

Beginning at the Northwest corner of said Lot 1, being on the Southerly existing right of way line of Monroe Street and Easterly line of a 45 foot dedicated access easement as shown on said Stonebridge plat (Station 538+44.16, 37.13 feet right Monroe Street);

1. Thence North 88 Degrees 31 Minutes 41 Seconds East a distance of 156.10 feet with said Southerly existing right of way line and Northerly line of said Lot 1, to the Northeasterly corner of said Lot 1, being on the Westerly line of Pennsylvania Lines (Norfolk Southern) Railroad as conveyed by deed of record in Microfiche Slide 00-301-B09 (Station 540+00.26, 37.13 feet right Monroe Street);
2. Thence South 01 Degrees 13 Minutes 19 Seconds East a distance of 52.88 feet with the Easterly line of said Lot 1, and Westerly line of said Railroad, to a point (Station 540+00.03, 90.00 feet right Monroe Street);
3. Thence South 88 Degrees 31 Minutes 41 Seconds West a distance of 156.10 feet to a point on the Westerly line of said Lot 1, and Easterly line of said dedicated access (Station 538+43.93, 90.00 feet right Monroe Street);

EXHIBIT A

LPA RX 887 T

Rev. 07/09

4. Thence North 01 Degrees 13 Minutes 19 Seconds West a distance of 52.88 feet with the Westerly line of said Lot 1, and Easterly line of said dedicated access to the *Point of Beginning*.

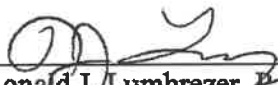
The above described parcel contains 0.189 acres of land, more or less, of which the present road occupies 0.000 acres leaving a net take of 0.189 acres, more or less, contained within Lucas County Auditor's Permanent Parcel Number 82-28451.

The bearings in this description are for project use only and are based on the Ohio State Plane Coordinate System, North Zone, NAD 83 (2011). Said coordinates originated from GPS observations of selected stations in the Ohio Department of Transportation Virtual Reference Station Network. The portion of the centerline of Monroe Street having a bearing of North 88 Degrees 31 Minutes 41 Seconds East is designated the Basis of Bearing for this description.

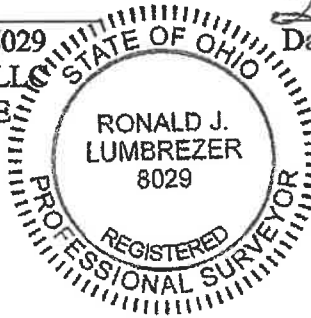
All references to records are to the Lucas County Recorder's Office located in the City of Toledo, Ohio.

Points referred to as set are ¾ inch diameter x 30 inch long re-bars with a 1 inch diameter aluminum cap marked "DGL PS #8029".

The above description is based on a land survey performed in July of 2019, by DGL Consulting Engineers and was prepared by Ronald J. Lumbrezer, Ohio Professional Surveyor #8029.


Ronald J. Lumbrezer, P.S. #8029
DGL Consulting Engineers, LLC
3455 Briarfield Blvd - Suite B
Maumee, Ohio 43537
22-T

Date: 2/11/22



9d.



DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE DIRECTOR

July 18, 2022

To: The Mayor and Members of Sylvania City Council

Re: **Right-of-Way Acquisition (28-T)**
LUC-Monroe & Silica (PID 107489) & LUC-Silica Drive Bridge Replacement (PID 111563)

Dear Mr. Mayor and Council Members:

The construction plans for both the roadway widening and intersection improvements project (PID 107489) and bridge replacement project (PID 111563) have reached the Stage 3 level of plan development. The final right-of-way plans have been submitted and the City was authorized to begin the right-of-way acquisition phase of the project on February 18, 2022. As a reminder, construction is scheduled to begin in March 2023.

In order to accommodate the roadway improvements, the Service Department needs to obtain a temporary construction easement from the Board of Sylvania Township Trustees (Ownership 28 in the Right-of-Way Plan on file with the Service Department). The easement allows the City the right to enter and complete the necessary scope of work over a 24-month period including retaining wall replacement, driveway, and grading work.

The City has reached an agreement with the owner in consideration of \$16,740. Procurement of this easement was a known project expense and was included in the 2022 capital improvement budget. Funds are available and allocated from account number 401-7610-53503.

We would request the approval this temporary construction easement agreement with the Board of Sylvania Township Trustees in the amount of \$16,740. Please call with any questions.

Sincerely,

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

9d1.

ORDINANCE NO. 70 -2022

ACCEPTING A TEMPORARY CONSTRUCTION EASEMENT FROM BOARD OF SYLVANIA TOWNSHIP TRUSTEES FOR THE MONROE & SILICA IMPROVEMENT PROJECT AND SILICA DRIVE BRIDGE REPLACEMENT PROJECT; DEDICATING THE TEMPORARY EASEMENT FOR PUBLIC PURPOSES; APPROPRIATING FUNDS THEREFORE IN THE AMOUNT OF \$16,740; AND DECLARING AN EMERGENCY.

WHEREAS, plans for the Monroe & Silica Improvement Project and Silica Drive Replacement Project in the City of Sylvania, Ohio have been completed; and,

WHEREAS, the projects include roadway widening and intersection improvements and the bridge replacement and in order to accomplish these improvements, the City needs to acquire a temporary easement from Board of Sylvania Township Trustees; and,

WHEREAS, the Board of Sylvania Township Trustees are entitled to receive payment of just compensation representing the fair market value of the temporary easement after an appraisal of those rights and they have executed and delivered a grant of temporary easement to this City for which they will be paid the sum of Sixteen Thousand Seven Hundred Forty Dollars (\$16,740.00), a copy of which grant of temporary easement is attached hereto as "Exhibit A"; and,

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

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

SECTION 1. That the temporary easement as to executed and tendered as described on "Exhibit A" be, and the same hereby is, accepted from Board of Sylvania Township Trustees, the grantor therein.

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

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

SECTION 4. That, to provide funds for payment to the Grantor of said temporary easement hereby accepted, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND**, from funds therein not heretofore appropriated, to **Account No. 401-7610-53503**, the sum of Sixteen Thousand Seven Hundred Forty Dollars (\$16,740.00).

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

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

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

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2022, as an emergency measure.

ATTEST:

President of Council
APPROVED AS TO FORM:

Clerk of Council
APPROVED:

Director of Law

Mayor

Date

TEMPORARY EASEMENT

Board of Sylvania Township Trustees, the Grantor(s), in consideration of the sum of \$16,740.00, to be paid by City of Sylvania, the Grantee do grant to Grantee the temporary easement(s) to exclusively occupy and use for the purposes mentioned in Exhibit A the following described real estate:

PARCEL(S): 028-T
LUC-Monroe St. & Silica Bridge

SEE EXHIBIT A ATTACHED

Lucas County Current Tax Parcel No. 82-10201; 82-10207; 82-10214
Prior Instrument Reference: Volume 1629, P 350, Volume 8002, P 389, Volume 2508, P 266,
Lucas County Recorder's Office.

To have and to hold the temporary easement(s), for the aforesaid purposes and for the anticipated period of time described below, unto the Grantee, its successors and assigns.

The duration of the temporary easement(s) granted to the Grantee is 24 months immediately following the date on which the work described above is first commenced by the Grantee, or its duly authorized employees, agents, and contractors.

The temporary easement(s) interest granted is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road. Sylvania Fire EMS is a 24/7 operation and access and functions of Firehouse 1 will be maintained at all times.

IN WITNESS WHEREOF Board of Sylvania Township Trustees by and through OLIVER K TURNER, the ADMINISTRATOR ^{for} of Board Of Sylvania Township Trustees, has hereunto subscribed their name on the 22nd day of June, 2022.

BOARD OF SYLVANIA TOWNSHIP
TRUSTEES

By: [Signature]
Title: ADMINISTRATOR

STATE OF OHIO, COUNTY OF LUCAS SS:

BE IT REMEMBERED, that on the 22nd day of June, 2022, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Oliver Turner, who acknowledged being the Administrator ^{of for} Board Of Sylvania Township Trustees, and who acknowledged the foregoing instrument to be the voluntary act and deed of said Board Of Sylvania Township Trustees. No oath or affirmation was administered to Oliver Turner with regard to the notarial act.

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



VICKI A ALSPACH
Notary Public
State of Ohio
My Comm. Expires
June 24, 2027

[Signature]

NOTARY PUBLIC
My Commission expires: June 24, 2027

This document was prepared by: the City of Sylvania Law Director in the name of and use for the City of Sylvania, Ohio.

EXHIBIT A

Page 1 of 3

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Ver. Date 02/10/22

PID 107489

**PARCEL 28-T
LUC-MONROE ST
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
CONSTRUCT A WALL, DRIVE AND GRADING
FOR 24 MONTHS FROM DATE OF ENTRY BY THE
CITY OF SYLVANIA, LUCAS COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, City of Sylvania, being part of the Northeast Quarter of Section 9, Town 9 South, Range 6 East, and Northwest Quarter of Section 10, Town 9 South, Range 6 East, and Part of Lots 7 thru 9 of Block 30 of the original plat of Sylvania, a subdivision of record in Plat Volume B-2, Page 103, out of a parcel of land conveyed to the Board of Trustees of Sylvania Township, Lucas County, Ohio by deed of record in Deed Volume 802, Page 389 and Deed Volume 1629, Page 350, and being on the right side of the centerline of right of way of Monroe Street as shown on a centerline survey plat made in September 2021, for the City of Sylvania titled "LUC-MONROE ST (PART 1 – PID 107489 & LUC-SILICA BRIDGE (PART 2 – PID 111563)" and bounded and described as follows:

Beginning at Northwest corner of said Lot 9, being the intersection of the Southerly existing right of way line and Easterly existing right of way line of Railroad Street as shown on the original plat of Sylvania (Station 540+76.14, 37.13 feet right Monroe Street);

1. Thence North 88 Degrees 31 Minutes 41 Seconds East a distance of 198.00 feet with said Southerly existing right of way line and Northerly line of said Lots 7 thru 9, to the corner common to said Lot 7 and Lot 6 of said plat of Sylvania (Station 542+74.14, 37.13 feet right Monroe Street);
2. Thence South 01 Degrees 00 Minutes 47 Seconds East a distance of 4.88 feet with the line common to said Lots 6 and 7 to a point (Station 542+74.10, 42.00 feet right Monroe Street);
3. Thence South 88 Degrees 31 Minutes 41 Seconds West a distance of 82.50 feet, to a point on the line common to said Lots 7 and 8 (Station 541+91.60, 42.00 feet right Monroe Street);

EXHIBIT A

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4. Thence South 01 Degrees 00 Minutes 47 Seconds East a distance of 5.00 feet with said common line to a point (Station 541+91.56, 47.00 feet right Monroe Street);
5. Thence South 88 Degrees 31 Minutes 41 Seconds West a distance of 49.50 feet, to a point on the line common to said Lots 8 and 9 (Station 541+42.06, 47.00 feet right Monroe Street);
6. Thence South 25 Degrees 41 Minutes 07 Seconds West a distance of 48.33 feet to a point (Station 541+20.00, 90.00 feet right Monroe Street);
7. Thence South 69 Degrees 51 Minutes 49 Seconds West a distance of 46.87 feet, to a point on the Westerly line of said Lot 9 and Easterly existing right of way line of said Railroad Street (Station 540+75.59, 105.00 feet right Monroe Street);
8. Thence North 01 Degrees 00 Minutes 47 Seconds West a distance of 67.88 feet with the Westerly line of said Lot 9 and Easterly existing right of way line of said Railroad Street, to the *Point of Beginning*.

The above described parcel contains 0.097 acres of land, more or less, of which the present road occupies 0.000 acres leaving a net take of 0.097 acres, more or less. Of the above described parcel 0.077 acres are part of Lucas County Auditor's Permanent Parcel Number 82-10214 of which the present road occupies 0.000 leaving a net take of 0.077 acres, more or less, 0.009 acres are part of Lucas County Auditor's Permanent Parcel Number 82-10201 of which the present road occupies 0.000 leaving a net take of 0.009 acres, more or less and 0.011 acres are part of Lucas County Auditor's Permanent Parcel Number 82-10207 of which the present road occupies 0.000 acres leaving a net take of 0.011 acres, more or less.

The bearings in this description are for project use only and are based on the Ohio State Plane Coordinate System, North Zone, NAD 83 (2011). Said coordinates originated from GPS observations of selected stations in the Ohio Department of Transportation Virtual Reference Station Network. The portion of the centerline of Monroe Street having a bearing of North 88 Degrees 31 Minutes 41 Seconds East is designated the Basis of Bearing for this description.

All references to records are to the Lucas County Recorder's Office located in the City of Toledo, Ohio.

Points referred to as set are ¾ inch diameter x 30 inch long re-bars with a 1 inch diameter aluminum cap marked "DGL PS #8029".

EXHIBIT A

Page 3 of 3

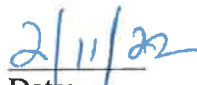
LPA RX 887 T

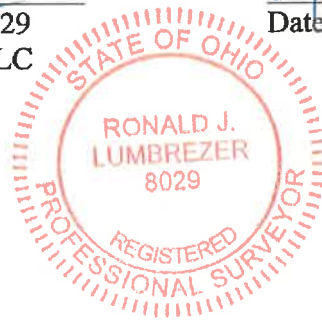
Rev. 07/09

The above description is based on a land survey performed in July of 2019, by DGL Consulting Engineers and was prepared by Ronald J. Lumbrezer, Ohio Professional Surveyor #8029.



Ronald J. Lumbrezer, P.S. #8029
DGL Consulting Engineers, LLC
3455 Briarfield Blvd - Suite E
Maumee, Ohio 43537
28-T


Date:



9e.



DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE DIRECTOR

July 18, 2022

To: The Mayor and Members of Sylvania City Council

Re: **Right-of-Way Acquisition (30-T)**
LUC-Monroe & Silica (PID 107489) & LUC-Silica Drive Bridge Replacement (PID 111563)

Dear Mr. Mayor and Council Members:

The construction plans for both the roadway widening and intersection improvements project (PID 107489) and bridge replacement project (PID 111563) have reached the Stage 3 level of plan development. The final right-of-way plans have been submitted and the City was authorized to begin the right-of-way acquisition phase of the project on February 18, 2022. As a reminder, construction is scheduled to begin in March 2023.

In order to accommodate the roadway improvements, the Service Department needs to obtain a temporary construction easement from Brighty Investment Properties LLC (Ownership 30 in the Right-of-Way Plan on file with the Service Department). The easement allows the City the right to enter and complete the necessary scope of work over a 24-month period including driveway and grading work.

The City has reached an agreement with the owner in consideration of \$3,288. Procurement of this easement was a known project expense and was included in the 2022 capital improvement budget. Funds are available and allocated from account number 401-7610-53503.

We would request the approval this temporary construction easement agreement with Brighty Investment Properties LLC in the amount of \$3,288. Please call with any questions.

Sincerely,

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

9e1.

ORDINANCE NO. 71 -2022

ACCEPTING A TEMPORARY CONSTRUCTION EASEMENT FROM BRIGHTY INVESTMENT PROPERTIES, LLC FOR THE MONROE & SILICA IMPROVEMENT PROJECT AND SILICA DRIVE BRIDGE REPLACEMENT PROJECT; DEDICATING THE TEMPORARY EASEMENT FOR PUBLIC PURPOSES; APPROPRIATING FUNDS THEREFORE IN THE AMOUNT OF \$3,288; AND DECLARING AN EMERGENCY.

WHEREAS, plans for the Monroe & Silica Improvement Project and Silica Drive Replacement Project in the City of Sylvania, Ohio have been completed; and,

WHEREAS, the projects include roadway widening and intersection improvements and the bridge replacement and in order to accomplish these improvements, the City needs to acquire a temporary easement from Brighty Investment Properties, LLC; and,

WHEREAS, Brighty Investment Properties, LLC is entitled to receive payment of just compensation representing the fair market value of the temporary easement after an appraisal of those rights and they have executed and delivered a grant of temporary easement to this City for which they will be paid the sum of Three Thousand Two Hundred Eighty-Eight Dollars (\$3,288.00), a copy of which grant of temporary easement is attached hereto as "Exhibit A"; and,

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

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

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

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

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

SECTION 4. That, to provide funds for payment to the Grantor of said temporary easement hereby accepted, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND**, from funds therein not heretofore appropriated, to **Account No. 401-7610-53503 Street Improvement**, the sum of Three Thousand Two Hundred Eighty-Eight Dollars (\$3,288.00).

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

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

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

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2022, as an emergency measure.

ATTEST:

President of Council
APPROVED AS TO FORM:

Clerk of Council
APPROVED:

Director of Law

Mayor

Date

TEMPORARY EASEMENT

Brightly Investment Properties LLC, an Ohio Limited Liability Company, the Grantor(s), in consideration of the sum of \$3,288.00, to be paid by City of Sylvania, the Grantee do grant to Grantee the temporary easement(s) to exclusively occupy and use for the purposes mentioned in Exhibit A the following described real estate:

PARCEL(S): 030-T
LUC-Monroe St. & Silica Bridge

SEE EXHIBIT A ATTACHED

Lucas County Current Tax Parcel No. 82-03671; 82-02137
Prior Instrument Reference: 20210812-0042861, Lucas County Recorder's Office.


To have and to hold the temporary easement(s), for the aforesaid purposes and for the anticipated period of time described below, unto the Grantee, its successors and assigns.

The duration of the temporary easement(s) granted to the Grantee is 24 months immediately following the date on which the work described above is first commenced by the Grantee, or its duly authorized employees, agents, and contractors.

The temporary easement(s) interest granted is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

IN WITNESS WHEREOF Brighty Investment Properties LLC, An Ohio Limited Liability Company has caused its name to be subscribed by Michael J. Brighty, Sr., its duly authorized MEMBER, and its duly authorized agent on the 26TH day of MAY, 2022.

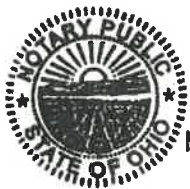
BRIGHTY INVESTMENT PROPERTIES LLC,
AN OHIO LIMITED LIABILITY COMPANY

By: 
MICHAEL J. BRIGHTY, SR.
Title: member

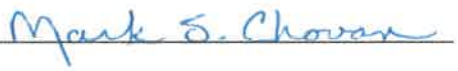
STATE OF OHIO, COUNTY OF LUCAS SS:

BE IT REMEMBERED, that on the 26TH day of MAY, 2022, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Michael J. Brighty, Sr., who acknowledged being the MEMBER and duly authorized agent of Brighty Investment Properties Llc, An Ohio Limited Liability Company, and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity. No oath or affirmation was administered to Michael J. Brighty, Sr. with regard to the notarial act.

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



MARK S CHOVAN
Notary Public, State of Ohio
My Commission Expires _____


NOTARY PUBLIC
My Commission expires: 6/26/24

This document was prepared by: the City of Sylvania Law Director in the name of and use for the City of Sylvania, Ohio.

EXHIBIT A

LPA RX 887 T

Page 1 of 2

Rev. 07/09

Ver. Date 02/10/22

PID 107489

**PARCEL 30-T
LUC-MONROE ST
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
CONSTRUCT A DRIVE, WALK AND GRADING
FOR 24 MONTHS FROM DATE OF ENTRY BY THE
CITY OF SYLVANIA, LUCAS COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, City of Sylvania, being part of the Northeast Quarter of Section 9, Town 9 South, Range 6 East, and Northwest Quarter of Section 10, Town 9 South, Range 6 East, out of a parcel of land conveyed to the Brighty Investment Properties, LLC by deed of record in Instrument Number 20210812-0042861, and being on the left side of the centerline of right of way of Monroe Street as shown on a centerline survey plat made in September 2021, for the City of Sylvania titled "LUC-MONROE ST (PART 1 – PID 107489 & LUC-SILICA BRIDGE (PART 2 – PID 111563)" and bounded and described as follows:

Beginning at a point on the Northerly existing right of way line of Monroe Street being the Southeasterly corner of said Brighty parcel, as shown on right of way plans made for the State of Ohio Department of Transportation titled "LUC-MONROE ST, PID 107489", (Station 542+14.58, 37.13 feet left Monroe Street);

1. Thence South 88 Degrees 31 Minutes 41 Seconds West a distance of 104.00 feet with said Northerly existing right of way line and Southerly line of said Brighty parcel, to the corner common to said Brighty parcel and a parcel of land conveyed to the Village of Sylvania, Lucas County, Ohio by deed of record in Deed Volume 1551, Page 405 (Station 541+10.59, 37.13 feet left Monroe Street);
2. Thence North 01 Degrees 13 Minutes 19 Seconds West a distance of 14.88 feet with the line common to said Brighty and Village of Sylvania parcels to a point (Station 541+10.65, 52.00 feet left Monroe Street);
3. Thence South 76 Degrees 50 Minutes 21 Seconds East a distance of 47.50 feet, to a point on an interior parcel line (Station 541+56.61, 40.00 feet left Monroe Street);

EXHIBIT A

LPA RX 887 T

Rev. 07/09

4. Thence North 81 Degrees 39 Minutes 20 Seconds East a distance of 58.50 feet, to a point on the Easterly line of said Brighty parcel (Station 542+14.69, 47.00 feet left Monroe Street);
5. Thence South 00 Degrees 51 Minutes 50 Seconds East a distance of 9.88 feet with the Easterly line of said Brighty parcel to the *Point of Beginning*.


The above described parcel contains 0.018 acres of land, more or less, of which the present road occupies 0.000 acres leaving a net take of 0.018 acres, more or less. Of the above described parcel 0.009 acres are part of Lucas County Auditor's Permanent Parcel Number 82-02137 of which the present road occupies 0.000 leaving a net take of 0.009 acres, more or less and 0.009 acres are part of Lucas County Auditor's Permanent Parcel Number 82-03671 of which the present road occupies 0.000 acres leaving a net take of 0.009 acres, more or less.

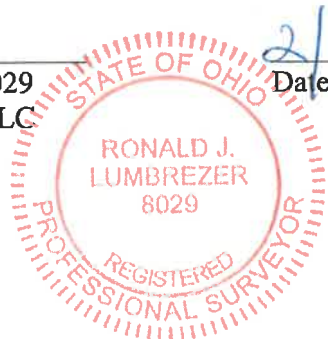
The bearings in this description are for project use only and are based on the Ohio State Plane Coordinate System, North Zone, NAD 83 (2011). Said coordinates originated from GPS observations of selected stations in the Ohio Department of Transportation Virtual Reference Station Network. The portion of the centerline of Monroe Street having a bearing of North 88 Degrees 31 Minutes 41 Seconds East is designated the Basis of Bearing for this description.

All references to records are to the Lucas County Recorder's Office located in the City of Toledo, Ohio.

Points referred to as set are ¾ inch diameter x 30 inch long re-bars with a 1 inch diameter aluminum cap marked "DGL PS #8029".

The above description is based on a land survey performed in July of 2019, by DGL Consulting Engineers and was prepared by Ronald J. Lumbrezer, Ohio Professional Surveyor #8029.


Ronald J. Lumbrezer, P.S. #8029
DGL Consulting Engineers, LLC
3455 Briarfield Blvd - Suite E
Maumee, Ohio 43537
30-T



Date: 2/11/22



DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE DIRECTOR

July 14, 2022

To: Mayor and Members of City Council

Re: Council Referral – ZA-2-2022
4215 N. McCord Road

Dear Mayor and Members of Council:

Following is an excerpt from the minutes of the regular meeting of the Municipal Planning Commission of July 14, 2022, Council Referral for review and recommendation, Petition for Zoning Ordinance Amendment, ZA-2-2022, from Dave Schmitt, DS Developers, LLC on behalf of Ralph A. Ruetz for a zoning change from R-1, “Single Family Residential Large Lot District” to R-3 PD “Multiple Dwelling Medium Density Planned Development District” for the property located at 4215 N. McCord, Sylvania, Ohio 43560:

..." Ms. Fischer, Ms. Lindhuber seconded, to recommend to Council to approve the zoning change as requested. Vote being: Stough, Lindhuber, Fischer and Schaaf (4) aye; (0) nay. Motion passed by a 4 to 0 vote."...

Sincerely,

Debra Webb, Secretary
Municipal Planning Commission

1191.

ORDINANCE NO. 60 -2022

APPROVING THE RECOMMENDATION OF THE MUNICIPAL PLANNING COMMISSION TO APPROVE PETITION FOR ZONING ORDINANCE AMENDMENT NO. ZA-1-2022 ON THE PETITION OF THE HAMID BROTHERS, LLC TO CHANGE THE ZONING OF 5601-5609 WEST ALEXIS ROAD, SYLVANIA, OHIO; AND DECLARING AN EMERGENCY.

WHEREAS, Application ZA-1-2022, dated May 5, 2022, was, by Hamid Brothers, LLC presented to the Clerk of this Council and by the Clerk presented to Council on May 16, 2022 and the same thereupon was referred to the Municipal Planning Commission for its review and recommendation; and,

WHEREAS, the Municipal Planning Commission considered said Application on June 15, 2022 and thereafter recommended the approval of such request, which recommendation was as follows:

..."Mr. Marciniak moved, Ms. Fischer seconded to recommend to Council to approve the zoning change as requested. Vote being: Stough, Lindhuber, Marciniak and Fischer (4) aye; (0) nay. Motion passed by a 4 to 0 vote."

WHEREAS, this Council, on May 16, 2022, established June 20, 2022, at 7:00 p.m., as the date and time for the Public Hearing before this Council on said Application; and,

WHEREAS, said real estate is currently zoned "M-1 Light Industrial District"; and,

WHEREAS, the action of the Municipal Planning Commission on June 15, 2022 was that the zoning on said real estate should be changed to "B-1 Limited Business and Office District"; and,

WHEREAS, this Council held a public hearing on said application (petition) on June 20, 2022, after thirty (30) days prior publication of notice of such public hearing, and after twenty (20) or more days of prior written notice of the hearing to all owners of the property within, contiguous to, and directly across the street from the subject property was duly made; and,

WHEREAS, the public hearing was held on June 20, 2022 and thereafter, at the Council meeting held on June 20, 2022, this matter was referred to the Zoning and Annexation Committee for its review and recommendation; and,

WHEREAS, the Zoning and Annexation Committee met on July 7, 2022 and thereafter

recommended that the requested zoning amendment be approved; and,

WHEREAS, all things required to be done under the Codified Ordinances of the City of Sylvania and the Charter of the City before Council may take final action on said zoning ordinance amendment application (petition) have been done.

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

SECTION 1. That the recommendation of the Municipal Planning Commission to approve Petition for Zoning Ordinance Amendment, Application ZA-1-2022, filed by Hamid Brothers, LLC on May 5, 2022, to change the zoning for 5601-5609 West Alexis Road, Sylvania, Ohio), all in the City of Sylvania, Ohio and further described in said Petition from "M-1 Light Industrial District" to "B-1 Limited Business and Office District," is hereby approved.

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

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2022, as an emergency measure.

ATTEST: _____
President of Council
APPROVED AS TO FORM:

Clerk of Council
APPROVED:

Director of Law

Mayor

Date

City of Sylvania
Bank Reconciliation
June 2022

A.


Ending balance for May 2022	38,031,839.80
Add: Monthly Receipts	<u>3,140,170.77</u>
Subtotal	\$ 41,172,010.57
Less: Monthly Disbursements	<u>4,347,009.20</u>
Ending balance for June 2022	\$ 36,825,001.37
Less:	
CD Metamora Bank	\$ (2,209,253.18)
Star Ohio	(82,558.92)
Petty Cash (1)	(2,050.00)
Cemetery Savings	(1,062.86)
Toledo Community Fund	(31,803.18)
5/3rd Securities	(10,273,192.80)
SJS Account	(5,882,968.40)
UBS Financial	(10,528,870.92)
Premier Bank (CD)	(2,112,245.16)
Key Bank (CD)	-
Sylvania Township Bonds	(80,000.00)
	\$ 5,620,995.95

Voided Check#79824 dtd 6/2/22

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

Petty Cash Balance \$ 2,050.00

BANK BALANCE	
EOM 5/3rd Bank Balance	\$ 5,552,683.15
Deposit in Transit:	
Income Tax	6,411.27
General Deposit	96,129.05
Subtotal	\$ 5,655,223.47
Less: Outstanding Checks (2)	34,227.52
Adjusted Bank Balance	\$ 5,620,995.95
(2)	
May Outstanding Checks	\$ 10,987.03
Checks written this month	1,863,690.51
Subtotal	<u>\$ 1,874,677.54</u>
Checks Cleared this month	<u>(1,840,450.02)</u>
June Outstanding Checks	\$ 34,227.52


 Toby Schroyer
 Director of Finance, City of Sylvania

B.

Board of Architectural Review

Minutes of the regular meeting of July 13, 2022. Mr. Schaaf called the meeting to order.

Members present: Mayor Craig Stough, Kate Fischer, Carol Lindhuber, and Jeff Schaaf (4) present. Ken Marciniak, excused. Zoning Administrator, Timothy Burns also present.

Ms. Lindhuber moved, Ms. Fischer seconded to approve the Minutes of the June 15, 2022 meeting as submitted. Vote being: Stough, Lindhuber, Fischer and Schaaf (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

Item 3 – Regulated Sign – app. no. 13-2022 requested by Kristie Stanfield of Champlin Architecture for Dental Excellence, 5660 Monroe Street, Sylvania, Ohio 43560. Application is for a new wall sign and a new monument sign.

Ms. Stanfield was present.

Mr. Burns stated that the original monument sign drawing did not meet sign code due; and that a new drawing was submitted and provided to the members prior to the meeting this evening which met the City's sign code.

Signs are within the limits of the Sylvania Sign Code.

Ms. Fischer moved, Ms. Lindhuber seconded, to approve the signs as shown in the updated drawings. Vote being: Stough, Lindhuber, Fischer and Schaaf (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

Item 4 – Regulated Sign – app. no. 17-2022 requested by Nabil Shaheen of Sign Dezign USA for Joanna's Craft Castle, 5807 Monroe Street, Sylvania, Ohio 43560. Application is for a new wall sign and a replacement tenant panel on a pylon sign.

Mr. Shaheen was present. Mr. Sheheen stated that the owner has requested that the placement of the tenant panel be moved up two spaces on the pylon sign.

Mr. Burns stated that the only the architectural design is being approved, not the placement, so the owner may adjust the placement of the panel as he wishes.

Signs are within the limits of the Sylvania Sign Code.

Ms. Fischer moved, Ms. Lindhuber seconded, to approve the signs shown in the drawing submitted with the application. Vote being: Stough, Lindhuber, Fischer and Schaaf (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

Item 5 – Regulated Sign – app. no. 18-2022 requested by Karrie Brock of Fast Signs for Toledo Met, 5441 S. Main Street, Sylvania, Ohio 43560. Application is for a replacement monument sign.

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July 13, 2022
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Ms. Brock was present.

Sign is within the limits of the Sylvania Sign Code.

Ms. Lindhuber moved, Ms. Fischer seconded, to approve the sign shown in the drawing submitted with the application. Vote being: Stough, Lindhuber, Fischer and Schaaf (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

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

Submitted by,

A handwritten signature in black ink, appearing to read "Debra Webb". The signature is written in a cursive, flowing style.

Debra Webb, Secretary
Municipal Planning Commission

C

Sylvania Municipal Planning Commission

Minutes of the regular meeting of July 13, 2022. Mr. Schaaf called the meeting to order.

Members present: Mayor Craig Stough, Kate Fischer, Carol Lindhuber, and Jeff Schaaf (4) present. Ken Marciniak, excused. Zoning Administrator, Timothy Burns also present.

Ms. Lindhuber moved, Ms. Fischer seconded to approve the Minutes of the June 15, 2022, meeting as submitted. Vote being: Stough, Lindhuber, Fischer and Schaaf (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

Item 3 – Council Referral – for review and recommendation, Petition for Zoning Ordinance Amendment, ZA-2-2022, from Dave Schmitt, DS Developers, LLC on behalf of Ralph A. Ruetz for a zoning change from R-1, “Single Family Residential Large Lot District” to R-3 PD “Multiple Dwelling Medium Density Planned Development District” for the property located at 4215 N. McCord, Sylvania, Ohio 43560.

Mr. Don Feller, of Feller, Finch & Associates, was present.

Mr. Feller stated that the drawing that was submitted with the application was somewhat conceptual at this time.

Mayor Stough commented that the parcel is very deep and narrow, and that the concept is very dense.

Mr. Schaaf commented that the drawing showed a detention pond being located on the front of the development on the drawing, and that there were 18 units shown.

Ms. Lindhuber asked what size the lot was.

Mr. Feller stated that the lot is 129’ wide and 626’ deep.

Mayor Stough stated that the developer on the application is the same developer that developed the property just to the north of this one. He added that the larger units on the property to the north were located on the outside of the development, and that the smaller units were located on the inside of the development to satisfy the neighbors.

Mr. Feller said that the plan would be to install a shadowbox type fence along the single-family facing side of the property to provide screening.

Mayor Stough commented that the drawing showed that there would be no space between the curb and the sidewalk, and he asked if the units were the same size, or smaller, than the units to the north.

Mr. Feller said that he was unsure how the size compared to the development to the north, and added that the units will be rentals.

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Mr. Burns stated that it appeared, from the drawing, that the units would be a little less than 800sqft in size, plus a garage.

Ms. Lindhuber commented that the small units may affect the values of homes next door. She also stated that she is concerned that the development is not compatible with the single-family homes next to the property, or with the property to the north.

Mayor Stough said that City Council wrestled with the neighbors a lot with the planning of the development to the north, but that it turned out nice. He added that he has a couple of friends that live there and that they are very happy with the development.

Ms. Lindhuber commented that the units in this development would be smaller than the development to the north.

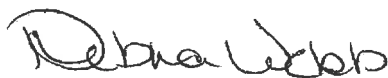
Mayor Stough said that an alternative would be to turn the units, and have less units that would be larger.

More discussion took place about such things as the minimum square footage of a residence required in the City's residential zoning districts, how the PD designation would give the City more control over the design and plan of the development, and also various details about City Council's procedure for a zoning change which would include a public hearing.

Ms. Fischer, Ms. Lindhuber seconded, to recommend to Council to approve the zoning change as requested. Vote being: Stough, Lindhuber, Fischer and Schaaf (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

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

Submitted by,



Debra Webb, Secretary
Municipal Planning Commission