

**Sylvania City Council**  
October 3, 2022

**7:15 p.m. Employee & Community Relations Committee Meeting**  
Funding request from River Road Garden Club

**7:30 p.m. Council Meeting**  
Agenda

1. Roll call. Mr. Frye, Mr. Hansen, Mr. Haynam, Mr. McCann, Mr. Richardson, Ms. Stough, Mrs. Westphal.
2. Pledge of Allegiance to the United States of America led by Mr. McCann.
3. Additions to the agenda.
4. Approval of the Council meeting minutes of September 19, 2022.
5. Mayor Stough to present Proclamation to ProMedica. (Darrell Wachowiak, President; William Yenrick, Associate VP of Operations; Karen Miller, Associate VP of Nursing.)
6. Proposed Resolution No. 11-2022, A Resolution of Council of the City of Sylvania supporting the Five-year, 3.7 Mill Replacement Levy for the Toledo-Lucas County Public Library.
7. Proposed Resolution No. 12-2022, A Resolution of the Council of the City of Sylvania supporting the Five-year, 0.8 Mill Replacement Levy for the Olander Park System.
8. Right of Way Acquisitions – Monroe & Silica Improvement Project and Silica Drive Bridge Replacement project.
  - a. Toledo Lucas County Public Library (Parcel 18-WD & 18T)
    - 8a1. Proposed Ordinance No. 86-2022, Accepting a Temporary Construction Easement from and authorizing to enter into a Purchase Agreement with the Toledo Lucas County Public Library.
  - b. Montgomery Holding Company, LTD. (Parcel 31-WD & 31-T, 34-T)
    - 8b1. Proposed Ordinance No. 87-2022, Accepting Temporary Construction Easements from and Authorizing a Purchase Agreement with Montgomery Holding, Ltd.
  - c. Proposed Ordinance No. 88-2022, Accepting from Montgomery Holding Company, Ltd., A Quit Claim Deed for a portion of property located at 6616 Monroe Street.

9. McCord Road Resurfacing Project.
  - a. Service Director's report on the 2022 Ohio Public Works Commission Application and 2022 Surface Transportation Block Grant Application.
  - b. Proposed Resolution No. 13-2022, A Resolution authorizing to file an Ohio Public Works Commission Grant Application for the McCord Road Resurfacing Project.
  - c. Proposed Resolution No. 14-2022, A Resolution authorizing to prepare and submit an application of participate in the Surface Transportation Block Grant managed by the TMACOG for the McCord Road Resurfacing Project.
10. OPWC Grant Application for Main Street and Oakland Court Reconstruction.
  - a. Service Director's report on Surface Transportation Block Grant and Ohio Public Works Commission grant for project.
  - b. Proposed Resolution No. 15-2022, A Resolution authorizing to file an Ohio Public Works Commission Grant Application for the Main Street and Oakland Court Reconstruction Project.
11. Large Diameter Sanitary Sewer Lining (Phase 3) project and South Main Street Sanitary Sewer Rehabilitation.
  - a. Service Director's report on the Ohio Public Works Commission grant application.
  - b. Proposed Resolution No.16-2022, A Resolution authorizing to file an Ohio Public Works Commission Grant Application for the Large Diameter Sanitary Sewer Lining (Phase 3) and South Main Street Sanitary Sewer Rehabilitation Project.
12. Now and Then Certifications approval.
13. Mayor's appointment to Tree Commission confirmation.
14. Committee reports.
  - a. Employee & Community Relations Committee meeting held on this date.
15. Committee referrals.

## INFORMATION

None.

Minutes of the Meeting of Council  
September 19, 2022

The Council of the City of Sylvania, Ohio met in regular session on September 19, 2022 at 7:30 p.m. with Mayor Stough in the chair. Roll was called with the following members present: Mark Frye, Doug Haynam, Brian McCann, Patrick Richardson, Lyndsey Stough, Mary Westphal; (6) present; Marcus Hansen; (1) absent.

Roll call:  
Hansen,  
absent-excused.

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

Pledge of  
Allegiance.

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

The following items has been added to the agenda:

- 10. Committee of the Whole Executive Session to discuss litigation.

Mr. Frye moved, Ms. Stough seconded to approve the agenda as amended; roll call vote being: Frye, Haynam, McCann, Richardson, Stough, Westphal; (6) yeas; (0) nays. The motion carried.

Agenda approval.

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

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

Approval of the  
September 6,  
2022 meeting  
minutes.

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

Mark Luetke, Erika Burri and Jason Mishka presented information regarding the Olander Park Levy on the ballot on November 8, 2022. The average home of \$250,000 value would cost \$56.00 annually. Mr. Frye moved, Mr. Haynam seconded to direct Administration to prepare legislation of support subject to receipt of the financial reports for consideration at October 3, 2022 council meeting; roll call vote being: Haynam, McCann, Richardson, Stough, Westphal, Frye; (6) yeas; (0) nays. The motion carried.

Olander Park  
Levy information  
presentation.

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

Mr. Haynam moved, Mrs. Westphal seconded to allow Mr. Frye to push back from table due to possible conflict of interest; roll call vote being: McCann, Richardson, Stough, Westphal, Frye, Haynam; (6) yeas; (0) nays. The motion carried.

Frye push back  
from table.

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Mr. Jason Kucsma, Executive Director/Fiscal Officer presented information regarding the Library Levy on the ballot on November 8, 2022. He reported the 3.7 mill levy would cost a \$100,000 home value, \$92.58 annually. Mr. Haynam moved, Mrs. Westphal seconded to direct Administration to prepare legislation of support for the October 3, 2022 council meeting; roll call vote being: McCann, Richardson, Stough, Westphal, Haynam; (5) yeas; (0) nays. The motion carried.

Library Levy  
information  
presentation.

Mr. Frye returned to the table.

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

Ms. Tiffany Scott, Executive Director of the Sylvania Area Chamber of Commerce to present Gateway Signage for the City. It was stated this signage is privately funded.

Gateway Signage  
for City.

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

Mr. Frye presented and read aloud by title only, proposed Resolution No. 10-2022, a written copy of same having been previously furnished to each member of Council “Resolution accepting the Amounts and Rates as determined by the Budget Commission and authorizing the necessary Tax Levies and certifying them to the County Auditor”; and declaring an emergency; Mr. Frye moved, Mr. McCann seconded for passage of Resolution No. 10-2022 as an emergency measure; roll call vote being: McCann, Richardson, Stough, Westphal, Frye, Haynam; (6) yeas; (0) nays. The motion carried.

Resolution No.  
10-2022,  
Accepting  
Amounts &  
Rates by Budget  
Commission...”

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

Mr. Frye moved, Mr. McCann seconded to allow Ms. Stough to push back from table due to possible conflict of interest; roll call vote being: McCann, Richardson, Stough, Westphal, Frye, Haynam; (6) yeas; (0) nays. The motion carried.

Mr. Frye presented and read aloud by title only, proposed Ordinance No. 82-2022, a written copy of same having been previously furnished to each member of Council “Accepting the Amendment to the proposal of Reveille, LTD. to provide additional Economic Development Planning Services to study the feasibility of creating a Tax Increment Financing District; appropriating funds therefore in an amount not to exceed

Ordinance No.  
82-2022,  
“accepting  
amendment to  
proposal of

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September 19, 2022

\$5,000”; and declaring an emergency; Mr. Frye moved, Mrs. Westphal seconded for passage of Ordinance No. 82-2022 as an emergency measure; roll call vote being: Richardson, Westphal, Frye, Haynam, McCann,; (5) yeas; (0) nays. The motion carried.

Reveille...TIF  
District...”

Ms. Stough returned to the table.

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

Mr. Frye presented and read aloud by title only, proposed Ordinance No. 84-2022, a written copy of same having been previously furnished to each member of Council “Authorizing the Mayor and Director of Finance to enter into an Amended and Restated Development Agreement on behalf of the City of Sylvania with First Brookside, LLC for the property located at 5705-5711 North Main Street, Sylvania, Ohio; and declaring an emergency; Mr. Frye moved, Mr. Haynam seconded for passage of Ordinance No. 82-2022 as an emergency measure; roll call vote being: Stough, Westphal, Frye, Haynam, McCann, Richardson; (6) yeas; (0) nays. The motion carried.

Ordinance No.  
84-2022,  
“Authorizing  
Amended  
Development  
Agreement with  
First Brookside,  
LLC...5705-  
5711 Main St...”

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

Mr. Haynam presented and read aloud by title only, proposed Ordinance No. 85-2022, a written copy of same having been previously furnished to each member of Council “Approving the Banner Application of the Sylvania Area Chamber of Commerce; authorizing the Zoning Administrator to indicate such approval on behalf of the City of Sylvania; and declaring an emergency; Mr. Haynam moved, Ms. Stough seconded for passage of Ordinance No. 85-2022 as an emergency measure; roll call vote being: Westphal, Frye, Haynam, McCann, Richardson, Stough; (6) yeas; (0) nays. The motion carried.

Ordinance No.  
85-2022,  
“Approving  
Banner  
Application of  
Syl. Area  
Chamber of  
Commerce...”

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

Mr. Frye moved, Mr. Haynam seconded to set the 2023 regular council meetings as presented from the Clerk of Council; roll call vote being: Frye, Haynam, McCann, Richardson, Stough, Westphal; (6) yeas; (0) nays. The motion carried.

Set the 2023  
Council Meeting  
schedule.

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Mr. Frye moved, Mr. Haynam seconded to set the Trick-or-Treat for Monday, October 31, 2023, 6:00 – 7:30 p.m.; roll call vote being: Frye, Haynam, McCann, Richardson, Stough, Westphal; (6) yeas; (0) nays. The motion carried

Set Trick-or-treat for 10/31/22 @ 6:00-7:30 p.m.

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

Mr. Frye moved, Mr. McCann seconded to not request a hearing for the Metro North Sylvania, LLC dba Roosters, 5702 Monroe Street, Sylvania, Ohio 43560; roll call vote being: McCann, Richardson, Stough, Cappellini, Frye, Haynam, (6) yeas; (0) nays. The motion carried.

No hearing for liquor permit, Metro North Sylvania, dba Roosters, 5701 Monroe St.

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

Mrs. Westphal moved, Ms. Stough seconded to refer the River Road Garden Club request for funding to the Employee & Community Relations Committee for review and recommendation and set the Committee meeting for October 3, 2022 at 7:15 p.m.; roll call vote being: Richardson, Stough, Westphal, Frye, Haynam, McCann; (6) yeas; (0) nays. The motion carried.

Refer River Rd Garden Club funding request & Set Com Relations Committee mtg for 10/3/22 @7:15p.m.

Mayor Stough stated that there are no items for Agenda items 15 & 16, so Council will consider agenda item 17.

Mr. Frye moved, Mr. McCann seconded to enter into Executive Session for the purpose of discussion on the Fireworks Contract at 8:31 p.m. Roll call vote being: Stough, Westphal, Frye, Haynam, McCann, Richardson; (6) yeas; (0) nays. The motion carried.

Executive Session for purpose of discussion of Fireworks Contract.

Mr. McCann moved, Mr. Haynam seconded to return from Executive Session to General Session at 9:02 p.m. Roll call vote being: Westphal, Frye, Haynam, McCann, Richardson, Stough; (6) yeas; (0) nays. The motion carried.

Mayor Stough stated all agenda items have been addressed.

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Mr. Frye moved, Mr. McCann seconded to adjourn at 9:05 p.m. Roll call vote being: Hansen, Haynam, McCann, Stough, Westphal, Frye; (6) yeas; (0) nays. Adjournment.

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

\_\_\_\_\_  
Mayor

**RESOLUTION NO. 11 - 2022**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF SYLVANIA SUPPORTING THE FIVE-YEAR, 3.7 MILL REPLACEMENT LEVY FOR THE TOLEDO-LUCAS COUNTY PUBLIC LIBRARY; AND DECLARING AN EMERGENCY.**

WHEREAS, The Toledo-Lucas County Public Library has placed a five-year, 3.7 mill replacement levy request on the November 8, 2022 ballot; and,

WHEREAS, the proposed replacement levy will allow the library to continue serving Lucas County by maintaining a collection of more than 2 million printed books, 700,000 ebook titles, and 190,000 downloadable audiobooks; offering access to technology and the internet for job seekers and people who do not have computers; keeping current staffing levels; provide special programs for students who are struggling to read or need other academic help; and,

WHEREAS, the total cost of the levy is equivalent to \$92.50 per year, for a home with the value of approximately \$100,000 based on this year's valuation.

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

SECTION 1. That this Council recognizes the importance of the Toledo-Lucas County Public Library and its service to the community.

SECTION 2. That this Council finds that the need for the five-year, 3.7 mill replacement levy is imperative in order to maintain the public service of the Library to our community.

SECTION 3. That this Council hereby supports the Toledo-Lucas County Public Library.

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



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

SECTION 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the City should provide its support for the passage of the replacement levy prior to the vote of November 8, 2022. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by this 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

**RESOLUTION NO. 12 - 2022**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF SYLVANIA SUPPORTING THE FIVE-YEAR, 0.8-MILL REPLACEMENT LEVY FOR THE OLANDER PARK SYSTEM; AND DECLARING AN EMERGENCY.**

WHEREAS, The Olander Park System operates and maintains Olander Park, Sylvan Prairie Park, Fossil Park, Whetstone Park and Southview Oak Savanna and Waterbury Wet Woods; and,

WHEREAS, since the last levy was approved five years ago, The Olander Park System has completed several upgrades and improvements to all of the properties it is responsible for operating and maintaining; and,

WHEREAS, The Olander Park System has also obtained \$100,000 in grant funding and received \$66,000 in donations over the past five years; and,

WHEREAS, The Olander Park System requires continued funding to operate and maintain current facilities at all parks, add additional trail connections throughout the community as well as maintain and expand programming for Sylvania School District residents for the next five years.

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

SECTION 1. That this Council recognizes the importance of The Olander Park System to the community.

SECTION 2. That this Council does hereby support the proposed 0.8 mill Replacement Levy for The Olander Park System which will be placed on the November 8, 2022 ballot.

SECTION 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in

such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

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

SECTION 5. That this 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 Council of the City of Sylvania should provide its support for the passage of the operating levy prior to the vote of November 8, 2022. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by this 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

8a



DEPARTMENT OF PUBLIC SERVICE  
KEVIN G. ALLER, PE DIRECTOR

October 3, 2022

To: The Mayor and Members of Sylvania City Council

Re: **Right-of-Way Acquisition (18-WD & 18-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 Plans, Specifications, and Estimate (PS&E) 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 The Sylvania Exempted Village School District Public Library, now known as the Toledo Lucas County Public Library (Ownership 18 in the Right-of-Way Plan on file with the Service Department). The permanent right-of-way take of 0.069 acres is along the south side of Monroe Street and east side of Silica Drive. 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 retaining wall construction, sidewalk, and grading work.

The City has reached an agreement with the owner in consideration of \$14,910. 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 Sylvania Exempted Village School District Public Library, now known as the Toledo Lucas County Public Library in the amount of \$14,910. Please call with any questions.

Sincerely,

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

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

**PARCEL(S): 018-WD, T  
LUC-Monroe St. & Silica Bridge**

This Agreement is by and between the City of Sylvania ["Purchaser"] and The Sylvania Exempted Village School District Public Library, nka the 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 \$14,910.00, 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 The Sylvania Exempted Village School District Public Library, nka the Toledo Lucas County Public Library have executed this Agreement on the date(s) indicated immediately below their respective signatures.

THE SYLVANIA EXEMPTED VILLAGE  
SCHOOL DISTRICT PUBLIC LIBRARY, NKA THE  
TOLEDO LUCAS COUNTY PUBLIC LIBRARY

By:   
TITLE: JASON KUCSMA EXECUTIVE DIRECTOR / FISCAL OFFICER

Date: 09/16/22

City of Sylvania

Craig A. Stough  
Mayor

Date: \_\_\_\_\_

**EXHIBIT A**

LPA RX 887 T

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Rev. 07/09

Ver. Date 02/10/22

PID 107489

**PARCEL 18-T  
LUC-MONROE ST  
TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY TO  
CONSTRUCT A SIDEWALK AND 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, out of a parcel of land conveyed to Sylvania Exempted Village School District Public Library by deed of record in Deed Volume 1328, Page 121, and being on the right side of the centerline of right of way of Monroe Street and right side of the centerline of right of way of Silica Drive 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 proposed right of way line of Monroe Street with the Easterly proposed right of way line of Silica Drive, acquired as Parcel 18-WD by right of way plans made for the State of Ohio Department of Transportation titled "LUC-MONROE ST, PID 107489" (Station 7+30.00, 35.00 feet right Silica Drive);

Thence with said Southerly proposed right of way line of Monroe Street, the following two courses:

1. North 53 Degrees 39 Minutes 14 Seconds East a distance of 38.98 feet to an iron pin set (Station 7+56.40, 62.98 feet right Silica Drive and Station 533+25.00, 46.00 feet right Monroe Street);
2. North 88 Degrees 31 Minutes 41 Seconds East a distance of 199.62 feet, to an iron pin set on the line common to said Sylvania parcel and a parcel of land conveyed to Toledo-Lucas County Public Library by deed of record in Microfiche Slide 86-421-D02 (Station 535+24.62, 46.00 feet right Monroe Street);
3. Thence South 01 Degrees 13 Minutes 19 Seconds East a distance of 11.50 feet with the line common to said Sylvania and Toledo-Lucas County parcels, to a point (Station 535+24.57, 57.50 feet right Monroe Street);

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4. Thence South 88 Degrees 31 Minutes 41 Seconds West a distance of 209.57 feet with a line being parallel with and 11.50 feet Southerly of the Southerly proposed right of way line, to a point (Station 533+15.00, 57.50 feet right Monroe Street);
5. Thence South 59 Degrees 27 Minutes 02 Seconds West a distance of 22.90 feet to a point (Station 532+94.99, 68.63 feet right Monroe Street and Station 7+30.00, 37.00 right Silica Drive);
6. Thence South 06 Degrees 13 Minutes 35 Seconds West a distance of 56.43 feet to a point (Station 6+75.00, 40.00 feet right Silica Drive);
7. Thence South 33 Degrees 35 Minutes 08 Seconds East a distance of 21.54 feet to a point (Station 6+60.00, 55.00 feet right Silica Drive);
8. Thence South 14 Degrees 39 Minutes 09 Seconds West a distance of 16.22 feet to a point on the line common to said Sylvania parcel and a parcel of land conveyed to Anchor Church of the Christian and Missionary Alliance by deed of record in Instrument Number 20210414-0018988 (Station 6+44.35, 54.00 feet right Silica Drive);
9. Thence Northwesterly with said common line, being a curve to the right an arc distance of 4.11 feet, said curve having a central angle of 00 Degrees 08 Minutes 26 Seconds, a radius of 1677.10 feet, a chord distance of 4.11 feet and a chord that bears North 65 Degrees 12 Minutes 38 Seconds West, to an iron pin set on the Easterly proposed right of way line of Silica Drive (Station 6+45.28, 50.00 feet right Silica Drive);

Thence with said Easterly proposed right of way line, the following two courses:

10. North 12 Degrees 04 Minutes 25 Seconds West a distance of 38.69 feet to an iron pin set (Station 6+80.00, 35.00 feet right Silica Drive);
11. North 09 Degrees 10 Minutes 54 Seconds East a distance of 51.12 feet to the *Point of Beginning*.

The above described parcel contains 0.066 acres of land, more or less, of which the present road occupies 0.000 acres leaving a net take of 0.066 acres, more or less, contained within Lucas County Auditor's Permanent Parcel Number 82-01971.

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

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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  
18-T

2/11/22  
Date:



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PID 107489

**PARCEL 18-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 Sylvania Exempted Village School District Public Library by deed of record in Deed Volume 1328, Page 121, and being on the right side of the centerline of right of way of Monroe Street and right side of the centerline of right of way of Silica Drive 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 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);

1. Thence North 88 Degrees 31 Minutes 41 Seconds East a distance of 256.40 feet with said centerline of Monroe Street and Northerly line of said Sylvania parcel, to the Northerly corner common to said Sylvania parcel and a parcel of land conveyed to Toledo-Lucas County Public Library by deed of record in Microfiche Slide 86-421-D02 (Station 535+24.82 Monroe Street);
2. Thence South 01 Degrees 13 Minutes 19 Seconds East a distance of 46.00 feet with the line common to said Sylvania and Toledo-Lucas County parcels, to an iron pin set on the Southerly proposed right of way line of Monroe Street (Station 535+24.62, 46.00 feet right Monroe Street);

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Thence with said Southerly proposed right of way line of Monroe Street and the Easterly proposed right of way line of Silica Drive, the following four courses:

3. South 88 Degrees 31 Minutes 41 Seconds West a distance of 199.62 feet to an iron pin set (Station 533+25.00, 46.00 feet right Monroe Street and Station 7+56.40, 62.98 feet right Silica Drive);
4. South 53 Degrees 39 Minutes 14 Seconds West a distance of 38.98 feet to an iron pin set (Station 7+30.00, 35.00 feet right Silica Drive);
5. South 09 Degrees 10 Minutes 54 Seconds West a distance of 51.12 feet to an iron pin set (Station 6+80.00, 35.00 feet right Silica Drive);
6. South 12 Degrees 04 Minutes 25 Seconds East a distance of 38.69 feet to an iron pin set on the line common to said Sylvania parcel and a parcel of land conveyed to Anchor Church of the Christian and Missionary Alliance by deed of record in Instrument Number 20210414-0018988 (Station 6+45.28, 50.00 feet right Silica Drive);
7. Thence Northwesterly with a curve to the right an arc distance of 48.54 feet, said curve having a central angle of 01 Degrees 39 Minutes 30 Seconds, a radius of 1677.10 feet, a chord distance of 48.54 feet and a chord that bears North 64 Degrees 18 Minutes 40 Seconds West, to a point on the line common to said Sylvania parcel and a parcel of land conveyed to the Board of Education of the Sylvania School District by deed of record in Deed Volume 639, Page 157 (Station 6+57.26, 3.01 feet right Silica Drive);
8. Thence North 07 Degrees 22 Minutes 36 Seconds East a distance of 136.02 feet with said common line, joining the centerline of right of way of Silica Drive at 96.53 feet, to the *Point of Beginning*.

The above described parcel contains 0.363 acres of land, more or less, of which the present road occupies 0.294 acres leaving a net take of 0.069 acres, more or less, contained within Lucas County Auditor's Permanent Parcel Number 82-01971.

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.

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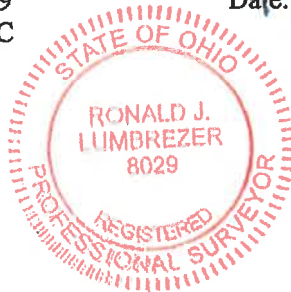
All references to records are to the Lucas County Recorder's Office located in the City of Toledo, Ohio.

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  
18-WD

  
Date:



891.

**ORDINANCE NO. 86 -2022**

**ACCEPTING A TEMPORARY CONSTRUCTION EASEMENT FROM AND 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 \$14,910.00; 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 Toledo-Lucas County Public Library; and,

WHEREAS, 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 and a Temporary Construction Easement to this City for which they will be paid the sum of Fourteen Thousand Nine Hundred Ten Dollars (\$14,910.00), a copy of which Purchase Agreement and Temporary Construction Easement is attached hereto as "Exhibit A"; and,

WHEREAS, said Purchase Agreement and Temporary Construction 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 Mayor and Director of Finance be, and they hereby are, authorized to enter into a Purchase Agreement and Temporary Construction Easement 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 Fourteen Thousand Nine Hundred Ten Dollars (\$14,910.00).

**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



DEPARTMENT OF PUBLIC SERVICE  
KEVIN G. ALLER, PE DIRECTOR

October 3, 2022

To: The Mayor and Members of Sylvania City Council

Re: **Right-of-Way Acquisition (31-WD & 31-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 Plans, Specifications, and Estimate (PS&E) 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 the Montgomery Holding Company, Ltd. (Ownership 31 in the Right-of-Way Plan on file with the Service Department). The permanent right-of-way take of 0.003 acres is along the north 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 sidewalk and grading work.

The City has reached an agreement with the owner in consideration of \$8,370. 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 Montgomery Holding Company, Ltd. in the amount of \$8,370. Please call with any questions.

Sincerely,

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

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

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

PARCEL(S): 031-WD, T  
LUC-Monroe St. & Silica Bridge

This Agreement is by and between the City of Sylvania ["Purchaser"] and Montgomery Holding Company Ltd., an Ohio Limited Liability Company ["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 \$8,370.00, 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**

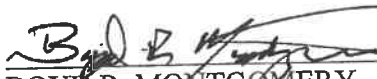
This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon Seller or Purchaser.

**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 Montgomery Holding Company Ltd., an Ohio Limited Liability Company have executed this Agreement on the date(s) indicated immediately below their respective signatures.

MONTGOMERY HOLDING COMPANY LTD.,  
AN OHIO LIMITED LIABILITY COMPANY

By   
BOYD R. MONTGOMERY  
TITLE: MEMBER  
Date: 9/28/23

City of Sylvania

  
Craig A. Stough  
Mayor

Date: \_\_\_\_\_

**EXHIBIT A**

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PID 107489

**PARCEL 31-T  
LUC-MONROE ST  
TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY TO  
CONSTRUCT A 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 Northwest Quarter of Section 10, Town 9 South, Range 6 East, and Part of Lot 32 of Block 32 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 Montgomery Holding Company, LTD. by deed of record in Microfiche Slide 02-054-E10, 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 an iron pin set at the intersection of the Northerly proposed right of way line of Monroe Street with the Northerly existing right of way line of Monroe Street, acquired as Parcel 31-WD by right of way plans made for the State of Ohio Department of Transportation titled "LUC-MONROE ST, PID 107489" (Station 542+95.00, 37.13 feet left Monroe Street);

1. Thence South 88 Degrees 31 Minutes 41 Seconds West a distance of 71.09 feet with said Northerly existing right of way line, to the Southwesterly corner of said Montgomery Holding Parcel (Station 542+23.91, 37.13 feet left Monroe Street);
2. Thence North 01 Degrees 13 Minutes 19 Seconds West a distance of 9.88 feet with the Westerly line of said Montgomery Holdings parcel to a point (Station 542+23.96, 47.00 feet left Monroe Street);
3. Thence North 88 Degrees 31 Minutes 41 Seconds East a distance of 71.04 feet parallel with and 47.00 feet Northerly of the centerline of right of way of Monroe Street, to an iron pin set on the Northerly proposed right of way line of Monroe Street (Station 542+95.00, 47.00 feet left Monroe Street);



**EXHIBIT A**

4. Thence South 01 Degrees 28 Minutes 19 Seconds East a distance of 9.87 feet with said Northerly proposed right of way line to the *Point of Beginning*.


The above described parcel contains 0.016 acres of land, more or less, of which the present road occupies 0.000 acres leaving a net take of 0.016 acres, more or less, contained within Lucas County Auditor's Permanent Parcel Number 82-10266.

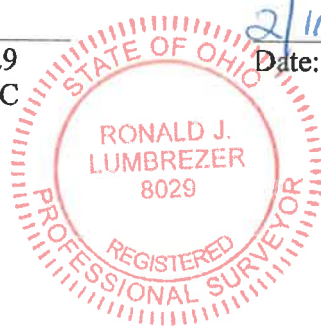
The bearings in this description are for project use only and are based on the Ohio State Plane Coordinate System, North Zone, NAD 83 (2011). Said coordinates originated from GPS observations of selected stations in the Ohio Department of Transportation Virtual Reference Station Network. The portion 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  
31-T



Date: 2/11/22

**EXHIBIT A**

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PID 107489

**PARCEL 31-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).

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[Surveyor's description of the premises follows]

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Situated in the State of Ohio, City of Sylvania, being part of the Northwest Quarter of Section 10, Town 9 South, Range 6 East, and Part of Lot 32 of Block 32 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 Montgomery Holding Company, LTD. by deed of record in Microfiche Slide 02-054-E10, 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:

**Commencing** at monument box with a 1 inch iron pin found marking the intersection of the centerline of right of way line of Monroe Street with the centerline of right of way of Main Street, (Station 544+93.06 Monroe Street);

Thence South 88 Degrees 31 Minutes 41 Seconds West a distance of 184.81 feet with the centerline of right of way of Monroe Street to a point (Station 543+08.25 Monroe Street);

Thence North 01 Degrees 28 Minutes 19 Seconds West a distance of 37.13 feet perpendicular to said centerline, to the intersection of the Northerly existing right of way line of Monroe Street with the Westerly existing right of way line of Richard Becker Place, being the Southeast corner of said Lot 32 and the **True Point of Beginning** (Station 543+08.25, 37.13 feet left Monroe Street);

## EXHIBIT A

Page 2 of 3

LPA RX 851 WD

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1. Thence South 88 Degrees 31 Minutes 41 Seconds West a distance of 13.25 feet with said Northerly existing right of way line and Southerly line of Lot 32, to an iron pin set (Station 542+95.00, 37.13 feet left Monroe Street);
2. Thence North 01 Degrees 28 Minutes 19 Seconds West a distance of 9.87 feet perpendicular to said Northerly existing right of way line and said Lot 32, to an iron pin set (Station 542+95.00, 47.00 feet left Monroe Street);
3. Thence North 88 Degrees 31 Minutes 41 Seconds East a distance of 13.33 feet parallel with and 47.00 feet Northerly of said centerline of right of way of Monroe Street, to a MAG nail set on the Westerly existing right of way line of Richard Becker Place and Easterly line of said Lot 32 (Station 543+08.33, 47.00 feet left Monroe Street);
4. Thence South 00 Degrees 59 Minutes 15 Seconds East a distance of 9.88 feet with said Westerly existing right of way line and Easterly line of said Lot 32, to the *True Point of Beginning*.

The above described parcel contains 0.003 acres of land, more or less, of which the present road occupies 0.000 acres leaving a net take of 0.003 acres, more or less, contained within Lucas County Auditor's Permanent Parcel Number 82-10266.

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  $\frac{3}{4}$  inch diameter x 30 inch long re-bars with a 1 inch diameter aluminum cap marked "DGL PS #8029".


**EXHIBIT A**

LPA RX 851 WD

Page 3 of 3

Rev. 06/09

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  
31-WD

  
Date:



8b



DEPARTMENT OF PUBLIC SERVICE  
KEVIN G. ALLER, PE DIRECTOR

October 3, 2022

To: The Mayor and Members of Sylvania City Council

Re: **Right-of-Way Acquisition (34-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 Plans, Specifications, and Estimate (PS&E) 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 Montgomery Holding Company, Ltd. (Ownership 34 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 grading and sidewalk replacement work.

The City has reached an agreement with the owner in consideration of \$900. 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 Montgomery Holding Company, Ltd. in the amount of \$900. Please call with any questions.

Sincerely,

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

### TEMPORARY EASEMENT

Montgomery Holding Company Ltd., an Ohio Limited Liability Company, the Grantor(s), in consideration of the sum of \$900.00, 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): 034-T  
LUC-Monroe St. & Silica Bridge

SEE EXHIBIT A ATTACHED

Lucas County Current Tax Parcel No. 82-10266  
Prior Instrument Reference: MF 02-0054 E10; \_\_\_\_\_, 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 Montgomery Holding Company Ltd., An Ohio Limited Liability Company has caused its name to be subscribed by Boyd R. Montgomery, its duly authorized Member, and its duly authorized agent on the 28 day of September, 2022.

MONTGOMERY HOLDING COMPANY LTD.,  
AN OHIO LIMITED LIABILITY COMPANY

By:   
BOYD R. MONTGOMERY  
Title: Member

STATE OF OHIO, COUNTY OF LUCAS SS:


BE IT REMEMBERED, that on the 28 day of September, 2022, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Boyd R. Montgomery, who acknowledged being the Member and duly authorized agent of Montgomery Holding Company Ltd., 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 Boyd R. Montgomery 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.



ADAM JAMES TYSON  
Notary Public, State of Ohio  
My Commission Expires:

3/10/26



NOTARY PUBLIC

My Commission expires:

3/10/26

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 2

Rev. 07/09

LPA RX 887 T

PID 107489

Ver. Date 02/10/22

**PARCEL 34-T  
LUC-MONROE ST  
TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY TO  
PERFORM 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 Northwest Quarter of Section 10, Town 9 South, Range 6 East, out of a Gap between parcels of conveyed land, 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 the Southwest corner of Lot 32 of Block 32 of the original plat of Sylvania, a subdivision of record in Plat Volume B-2, Page 103, said point being on the Northerly existing right of way line of Monroe Street, as shown on right of way plans made for the State of Ohio Department of Transportation titled "LUC-MONROE ST, PID 107489" (Station 542+23.91, 37.13 feet left Monroe Street);

1. Thence South 88 Degrees 31 Minutes 41 Seconds West a distance of 9.33 feet with said Northerly existing right of way line, to the Southeast corner of a parcel of land conveyed to Brighty Investment properties, LLC by deed of record in Instrument Number 20210812-0042861 (Station 542+14.58, 37.13 feet left Monroe Street);
2. Thence North 00 Degrees 51 Minutes 50 Seconds West a distance of 9.88 feet with the Easterly line of said Brighty parcel to a point (Station 542+14.69, 47.00 feet left Monroe Street);
3. Thence North 88 Degrees 31 Minutes 41 Seconds East a distance of 9.27 feet to a point on the Westerly line of said Lot 32 and a parcel of land conveyed to Montgomery Holding Company, LTD by deed of record in Microfiche Slide 02-054-E10 (Station 542+23.96, 47.00 feet left Monroe Street);



EXHIBIT A

LPA RX 887 T

Rev. 07/09

4. Thence South 01 Degrees 13 Minutes 19 Seconds East a distance of 9.88 feet with the Westerly line of said Lot 32 and said Montgomery Holding parcel, to the *Point of Beginning*.


The above described parcel contains 0.002 acres of land, more or less, of which the present road occupies 0.000 acres leaving a net take of 0.002 acres, more or less, and does not have a Lucas County Auditor's Permanent Parcel Number.

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.

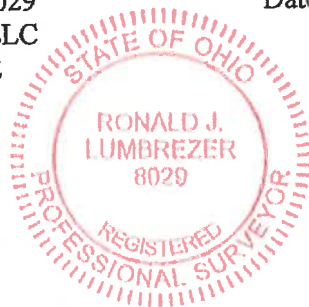
All references to records are to the Lucas County Recorder's Office located in the City of Toledo, Ohio.

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  
34-T

  
Date:



861

**ORDINANCE NO. 87 -2022**

**ACCEPTING TEMPORARY CONSTRUCTION EASEMENTS FROM AND AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO A PURCHASE AGREEMENT WITH MONTGOMERY HOLDING, LTD. 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 \$9,270.00; 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 Montgomery Holding Company, Ltd.; and,

WHEREAS, Montgomery Holding Company, Ltd. 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 and two Temporary Construction Easements to this City for which they will be paid the sum of Nine Thousand Two Hundred Seventy Dollars (\$9,270.00), a copy of which Purchase Agreement and Temporary Construction Easements are 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 and Temporary Construction Easements as so executed and tendered as described on "Exhibit A" with Montgomery Holding Company, Ltd., 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 Nine Thousand Two Hundred Seventy Dollars (\$9,270.00).

**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

8C

**ORDINANCE NO. 88 -2022**

**ACCEPTING FROM MONTGOMERY HOLDING COMPANY, LTD., A QUIT CLAIM DEED FOR A PORTION OF PROPERTY LOCATED AT 6616 MONROE STREET, SYLVANIA, OHIO; AND DECLARING AN EMERGENCY.**

WHEREAS, when DGL was completing its survey work as part of the Monroe & Silica and Silica Drive Bridge Replacement Project, it was discovered that there was an overlap of Montgomery Holding Company, Ltd.'s property into the City right-of-way of Richard Becker Place; and,

WHEREAS, to clean up this issue, Montgomery Holding Company has executed and delivered to the City of Sylvania, a Quit Claim Deed for the portion of its property that overlaps into the City right-of-way on Richard Becker Place, Sylvania, Ohio, which Quit Claim Deed is in the form and substance of "Exhibit A", attached hereto and made a part hereof.

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

SECTION 1. That the Quit Claim Deed as so executed, tendered and delivered, as described on "Exhibit A" be, and the same hereby is, accepted from Montgomery Holding Company, Ltd. the grantor of said deed.

SECTION 2. That recorded deed shall be filed with the Director of Finance, and will be maintained by him as a part of the records of this City.

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 Deed tendered should be accepted forthwith so that other matters relative to clearing title to the acquired property and the overall project will not be

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

Vote 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

9a



DEPARTMENT OF PUBLIC SERVICE  
KEVIN G. ALLER, PE DIRECTOR

October 3, 2022

To: The Mayor and Members of Sylvania City Council

Re: **2022 Surface Transportation Block Grant (STBG) Application**  
**2022 Ohio Public Works Commission (OPWC) Application**  
**McCord Road Resurfacing Project**

Dear Mr. Mayor and Council Members:

The Toledo Metropolitan Area Council of Governments (TMACOG) has opened a grant application window for eligible projects in the Surface Transportation Block Grant (STBG) Program. This round of funding is to fulfill additional funds allocated to the program from the Bipartisan Infrastructure Law (BIL) sworn into law by the United States Congress on November 15, 2021. The additional allocation to the program is \$4,000,000.

Grant recipients of this additional allocation are limited to a maximum of \$500,000 per project with all projects required to be awarded to a contractor by May 2024, or earlier, to meet with the BIL allocation guidelines. Due to the aggressive schedule, TMACOG has requested simplified projects with minimal environmental needs and no right-of-way acquisition.

The Service Department would like to submit the McCord Road Resurfacing Project for funding consideration in both the STBG and Ohio Public Works Commission (OPWC) programs. This project will resurface McCord Road from Sylvania Avenue to Brint Road. The total cost of the project is estimated to be \$890,338 and we are requesting \$500,000 (56.2%) in STBG funding assistance and \$200,000 (22.4%) in OPWC funding assistance. The estimated City portion of the project is \$190,338 (21.4%).

We recommend moving forward with these grant applications. Please call if you have any questions.

Sincerely,

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

**RESOLUTION NO. 13 -2022**

**A RESOLUTION AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO FILE AN OHIO PUBLIC WORKS COMMISSION GRANT APPLICATION FOR THE McCORD ROAD RESURFACING PROJECT; AND DECLARING AN EMERGENCY.**

WHEREAS, the Director of Public Service, by report dated October 3, 2022, has requested permission to apply for Ohio Public Works Commission (“OPWC”) grant funding for the McCord Road Resurfacing Project; and,

WHEREAS, the estimated cost of this project is \$890,338 and the Director of Public Service, by report dated October 3, 2022, has recommended the City submit an OPWC grant application to assist with 22.4% of the project, with the remaining cost of the project to be paid with STBG funds (\$500,000), if successful, and the City contributing \$190,338 and has recommended the City proceed with the grant application in the amount of \$200,000.

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

SECTION 1. That the Mayor and Director of Finance of the City of Sylvania are hereby authorized to file an application for OPWC grant funding for the McCord Road Resurfacing Project.

SECTION 2. That the Mayor and Director of Finance are authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

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

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

SECTION 5. That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the City should file its application for the grant immediately and therefore this Resolution should be made effective immediately. Provided this Resolution receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force 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



9c

RESOLUTION NO. 14 -2022

**A RESOLUTION AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE SURFACE TRANSPORTATION BLOCK GRANT MANAGED BY THE TOLEDO METROPOLITAN AREA COUNCIL OF GOVERNMENTS FOR THE McCORD ROAD RESURFACING PROJECT AND TO EXECUTE CONTRACTS AS REQUIRED; AND DECLARING AN EMERGENCY.**

WHEREAS, the Surface Transportation Block Grant Program (“STBG”) managed by the Toledo Metropolitan Area Council of Governments (“TMACOG”) provides financial assistance to political subdivisions for improvements to public infrastructure; and,

WHEREAS, the Director of Public Service, by report dated October 3, 2022, has indicated that the total cost of the project is estimated to be \$890,338, with the City requesting up to \$500,000 in STBG funding assistance and also that the City will be pursuing additional grant opportunities, and has recommended that the City proceed with the filing of the grant application.

NOW, THEREFORE BE IT RESOLVED 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 apply to the Surface Transportation Block Grant Program managed by TMACOG for funds as described above.

SECTION 2. The Mayor and Director of Finance are further authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

SECTION 3. If the project is approved for financial assistance, the City of Sylvania will commit the necessary funds to meet the local share as indicated in the corresponding project application and will enter into an agreement with TMACOG for the grant.

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

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

SECTION 6. That this Resolution is hereby declared to be an emergency measure

necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the City should file its application for the grant immediately and indicate its willingness to enter into an Agreement and appropriate the funds for said project as necessary and therefore this Resolution should be made effective immediately. Provided this Resolution receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force 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



DEPARTMENT OF PUBLIC SERVICE  
KEVIN G. ALLER, PE DIRECTOR

October 3, 2022

To: The Mayor and Members of Sylvania City Council

Re: **OPWC GRANT APPLICATION  
LUC-CR-1572-8.28 (PID 111207) & OAKLAND COURT RECONSTRUCTION**

Dear Mr. Mayor and Council Members:

In 2018, the Service Department applied for Surface Transportation Block Grant (STBG) funds to financially assist with planned improvements on Main Street (LUC-CR-1572-8.28, PID 111207). As a reminder, this project will fully reconstruct the pavement inside the curbs from Tenmile Creek to north of Convent Boulevard. In addition, the traveled lane widths will be reduced to provide bike lanes on both sides of the road and the existing traffic signal at St. Joe's Church will be replaced with a Pedestrian Hybrid Beacon. The City was successful with this application and was awarded \$400,000. The total cost of the project is \$1,253,372.

With design underway and construction scheduled for 2024, the Service Department would like to supplement the STBG funds by applying for an Ohio Public Works Commission (OPWC) grant. In addition, we are requesting a second project be added to this application that will fully reconstruct Oakland Court including water main replacement. The estimated cost of the Oakland Court Reconstruction project is \$609,548.

A financial summary of this application for both projects would be as follows:

ODOT STBG (21.5%)	\$400,000
City of Sylvania (48.6%)	\$905,920
OPWC Grant Application (29.9%)	<u>\$557,000</u>
<b>Total Combined Project Cost</b>	<b>\$1,862,920</b>

We would recommend proceeding ahead and pursuing OPWC grant funds in the amount of \$557,000.

Sincerely,

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

**RESOLUTION NO. 15 -2022**

**A RESOLUTION AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO FILE AN OHIO PUBLIC WORKS COMMISSION GRANT APPLICATION FOR THE MAIN STREET AND OAKLAND COURT RECONSTRUCTION PROJECT; AND DECLARING AN EMERGENCY.**

WHEREAS, the Director of Public Service, by report dated October 3, 2022, has requested permission to apply for Ohio Public Works Commission (“OPWC”) grant funding for the Main Street and Oakland Court Reconstruction Project; and,

WHEREAS, in 2018, the City applied for and received \$400,000 of Surface Transportation Block Grant funds to assist with the Main Street Reconstruction Project, which includes reconstructing the pavement inside the curbs from Ten Mile Creek to north of Convent Blvd. as well as reducing lane widths to provide bike lanes on both sides of the road and removing the existing traffic signal at St. Joseph’s Church and replacing with a pedestrian hybrid beacon; and,

WHEREAS, the estimated cost of these projects is \$1,862,920 and the Director of Public Service, by report dated October 3, 2022, has recommended the City submit an OPWC grant application to assist with 29.9% of both projects, with the remaining cost to be paid with STBG funds (\$400,000) and the City contributing \$905,920 and has recommended the City proceed with the grant application in the amount of \$557,000.

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

SECTION 1. That the Mayor and Director of Finance of the City of Sylvania are hereby authorized to file an application for OPWC grant funding for the Main Street and Oakland Court Reconstruction Project.

SECTION 2. That the Mayor and Director of Finance are authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

SECTION 3. It is hereby found and determined that for all formal actions of this

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

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

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

Vote on passage as an emergency:                      Yeas \_\_\_\_ Nays \_\_\_\_

Passed, \_\_\_\_\_, 2022, as an emergency measure.

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

ATTEST:

APPROVED AS TO FORM:

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

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

APPROVED:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date



DEPARTMENT OF PUBLIC SERVICE  
KEVIN G. ALLER, PE DIRECTOR

October 3, 2022

To: The Mayor and Members of Sylvania City Council

Re: **OPWC GRANT APPLICATION**  
**LARGE DIAMETER SANITARY SEWER LINING (PHASE 3)**  
**SOUTH MAIN STREET SANITARY SEWER REHABILITATION**

Dear Mr. Mayor and Council Members:

The Service Department is ready to commence Phase 3 rehabilitation work on the large diameter sanitary sewer system. The Phase 3 scope of work will target a section of the interceptor system upstream from the Monroe Street Pumping Station between Main Street and Harroun Road along the south side of Tenmile Creek. The City will rehabilitate the 30" and 36" sewer by cured-in-place pipe (CIPP) lining as was similarly done in Phases 1 and 2. The total cost of the project is \$742,366.35.

In addition to the Phase 3 lining work the Service Department would like to rehabilitate the Main Street sanitary sewer system from Tenmile Creek to Main Street Circle. This work would be done in late 2023 thru early 2024 ahead of the reconstruction project (LUC-CR 1572-8.28). The rehabilitation work would consist of cured-in-place pipe (CIPP) lining of the 12" trunk sewer as well lining or replacing the service laterals within the right-of-way. The total cost of the project is \$954,940.25 and the total combined cost of both projects is \$1,748,806.60.

The Service Department would like to submit an OPWC grant application to financially assist with 29% of both projects. The remaining City cost of \$1,241,656.60 would be financed through a 20-year Ohio Water Development Authority (OWDA) loan that will be paid with a proposed sanitary sewer rate increase. Our current rate is \$4.55/1,000 gallons and an increase of \$0.14 will be required to pay down the debt. The City's average residential customer uses 5,500 gallons/month, so the proposed rate would increase the average monthly cost by \$0.77.

We would recommend proceeding ahead and pursuing OPWC grant funds in the amount of \$507,150.

Sincerely,

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

**RESOLUTION NO. 16 -2022****A RESOLUTION AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO FILE AN OHIO PUBLIC WORKS COMMISSION GRANT APPLICATION FOR THE LARGE DIAMETER SANITARY SEWER LINING (PHASE 3) AND SOUTH MAIN STREET SANITARY SEWER REHABILITATION PROJECT; AND DECLARING AN EMERGENCY.**

WHEREAS, the Director of Public Service, by report dated October 3, 2022, has requested permission to apply for Ohio Public Works Commission (“OPWC”) grant funding for the Large Diameter Sanitary Sewer Lining (Phase 3) and South Main Street Sanitary Sewer Rehabilitation Project; and,

WHEREAS, Phase 3 of the Large Diameter Sanitary Sewer Lining Project will include a section of the interceptor system upstream from the Monroe Street Pumping Station between Main Street and Harroun Road along the south side of Ten Mile Creek and the South Main Street Sanitary Sewer Rehabilitation Project will rehabilitate the Main Street sanitary sewer from Ten Mile Creek to Main Street Circle; and,

WHEREAS, the estimated cost of these projects \$1,748,806.60 and the Director of Public Service, by report dated October 3, 2022, has recommended the City submit an OPWC grant application to assist with 20% of both projects, with the remaining cost of \$1,241,656.60 to be financed through a 20-year Ohio Water Development Authority (“OWDA”) loan and has recommended the City proceed with the grant application in the amount of \$507,150.

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

SECTION 1. That the Mayor and Director of Finance of the City of Sylvania are hereby authorized to file an application for OPWC grant funding for the Large Diameter Sanitary Sewer Lining (Phase 3) Project and the South Main Street Sanitary Sewer Rehabilitation Project.

SECTION 2. That the Mayor and Director of Finance are authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

SECTION 3. It is hereby found and determined that for all formal actions of this

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

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

SECTION 5. That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the City should file its application for the grant immediately and therefore this Resolution should be made effective immediately. Provided this Resolution receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force 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



# Memo

To: Mayor Stough and Members of Sylvania City Council  
 From: Toby Schroyer, Director of Finance  
 Date: October 3, 2022  
 Re: Then and Now Certifications

Mayor and Members of Council:

Below is the list of Then and Now Certifications for expenditures over \$3,000 that have been issued from May 30, 2022 through September 28, 2022:

<u>DATE</u>	<u>VENDOR/DESCRIPTION</u>	<u>AMOUNT</u>
5/20/2022	FRY FYTER SALES / INSPECT, REPAIR, REPLACE FIRE EXTINGUISHERS	3,019.45
6/23/2022	LUCAS COUNTY - E.M. / MUNICIPAL COURT	7,048.45
7/5/2022	PHOENIX SERVICES/ PROSECUTION DEPARTMENT	3,840.80
7/7/2022	BUCK & KNOBBY EQUIP / BACKHOE REPAIRS	7,711.53
7/15/2022	BATANIAN TREE SERVICE / TREE REMOVAL	3,500.00
7/22/2022	DMC TECHNOLOGY GROUP / ANNUAL SUPPORT, DATA DOMAIN	4,414.30
7/27/2022	EX-TEL COMMUNICATIONS / CELLULAR BOOSTER POLICE DEPT	4,828.36
8/15/2022	KUHLMAN CORP / CONCRETE SEALER SIDEWALKS	3,516.31
9/21/2022	INNOVATIVE SOFTWARE SERVICES / ANNUAL SUPPORT TAX DEPT	3,824.39
9/23/2022	JACK DOHENY CO / VACTOR REPAIR	<u>4,075.99</u>
	TOTAL	\$ 45,779.58

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

Please call if you have any questions. Thank you.



OFFICE OF THE MAYOR  
CRAIG A. STOUGH, MAYOR

September 30, 2022

**TO THE MEMBERS OF SYLVANIA CITY COUNCIL:**

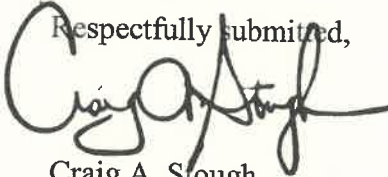
RE: Appointment to the Sylvania Tree Commission

Dear Council Members:

Ms. Maria Rose Duran, 6040 Acres Road, Sylvania, Ohio, has expressed her interest in serving on the Sylvania Tree Commission. Ms. Duran will be filling a vacant seat on the commission and her term will expire December 31, 2024.

Ms. Duran recently graduated from Lourdes University where she earned a Bachelor of Science Degree in Biology. Ms. Duran has also volunteered with the Toledo Metroparks, Partners for Clean Streams, Adopt-A-Natural-Area Program sponsored by the Green Ribbon Initiative and assisted the Sylvania Tree Commission with invasive plant removal in McNeely Park in October, 2021.

Therefore, I am pleased to announce the appointment of Maria Rose Duran to the Sylvania Tree Commission for a term expiring December 31, 2024 and request that you confirm this appointment.

Respectfully submitted,  
  
Craig A. Stough  
Mayor

CAS/lb