

**Sylvania City Council**

October 17, 2022

**6:30 p.m. Public Hearing**

ZA-2-2022, Ralph A. Ruetz, 4215 N. McCord Rd.

**7:00 p.m. Committee of the Whole**

Tax Increment Financing in Downtown area

**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. Richardson.
3. Additions to the agenda.
4. Approval of the Council meeting minutes of October 3, 2022.
5. Organizations to address City Council.
  - a. Connie White, Executive Director of Sylvania Prevention Alliance.
  - b. Amy Mohr, Senior Information Officer of Imagination Station.
6. Report of Public Hearing on ZA-2-2022, from Ralph A. Ruetz (Dave Schmitt, DS Developers, LLC) for property located at 4215 N. McCord Road.
  - a. Certificate of Notice for Application.
7. Right of Way Acquisitions – Monroe & Silica Improvement Project and Silica Drive Bridge Replacement project.
  - a. Montgomery Holding Company, Ltd. (Bill of Sale from Tenant for Parcel 31-WD & 31-T).
    - 7a1. Proposed Ordinance No. 90-2022, Authorizing to enter into a Bill of Sale Agreement with Jamilynn Fox for Allstate Insurance Sign that will be removed as part of the Monroe & Silica Improvement Project.
  - b. The Board of Education of the Sylvania School District (Parcel 12-WD1, 12-WD2, 12-T)
  - c. The Board of Education of the Sylvania School District (Parcel 50-WD1, 50-WD2, 50-WD3, 50-T1 & 50-T2)

- 7bc1. Proposed Ordinance No. 91-2022, Accepting Temporary Construction Easements and authorizing to enter into a Purchase Agreement with the Board of Educations of the Sylvania School District for the Monroe & Silica Improvement Project and Silica Drive Bridge Replacement Project.
- d. Permission to File a Petition for Appropriation.
  1. Service Director's report on acquisition for temporary construction easement from Emro Marketing Company.
  2. Proposed Ordinance 93-2022, Resolution declaring it necessary and declaring Council's intent to appropriate certain property for the Monroe & Silica and the Monroe & Silica Drive Bridge Replacement Project from Emro Marketing Company.
8. Municipal Bridge Inspection
  - a. Service Director's report on ODOT bridge inspection assistance for 2023.
  - b. Proposed Resolution No. 17-2022, Consenting to the City of Sylvania's participation in the ODOT's Municipal Bridge Inspection Program.
9. School Zone Flasher Replacements
  - a. Service Director's report on project.
  - b. Authorize Clerk of Council to advertise for bids.
10. Proposed Ordinance No. 92-2022, Authorizing the Donation of \$830.00 to the River Road Garden Club for the purchase of a Gold Star Memorial.
11. Proposed Ordinance No. 89-2022, Issuing Special Use Permit No. SUP-1-2022 as ordered by the United States District Court for the Norther District of Ohio, Western Division. (2nd Reading)
12. Notice of Liquor Permit Transfer to MyWay Cantina, LLC, dba MyWay Cantina 1<sup>st</sup> FL & Patio, 5676-78-80 Mayberry Square, Sylvania, Ohio from Tankoos Investments, LLC, dba Sundown Cantina, 5676-78-80 Mayberry Square, Sylvania, Ohio for a D5 & D6 Liquor Permit.
13. Committee reports.
  - a. Zoning & Annexation Committee meeting held on this date.
  - b. Committee of the Whole meeting held on this date.
14. Committee referrals.

## **INFORMATION**

- A. September 2022 Bank Reconciliation.
- B. Board of Architectural Review minutes from October 12, 2022.
- C. Municipal Planning Commission minutes from October 12, 2022.
- D. 3rd quarter 2022 Management Reports.

Minutes of the Meeting of Council  
October 3, 2022

The Council of the City of Sylvania, Ohio met in regular session on October 3, 2022 at 7:30 p.m. with Mayor Stough in the chair. Roll was called with the following members present: Mark Frye, Marcus Hansen, Doug Haynam, Brian McCann, Patrick Richardson, Lyndsey Stough, Mary Westphal; (7) present; (0) absent.

Roll call:  
All present.

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

Pledge of  
Allegiance.

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

The following items has been added to the agenda:

- 15a. Schedule a Finance Committee meeting, re: 2023 Budget.
- 15b. Schedule a Committee of the Whole meeting, re: TIF in Downtown Area.
- 16. Discussion on Northview Cell Tower.

Mr. Frye moved, Mr. Haynam seconded to approve the agenda as amended; roll call vote being: Frye, Hansen, 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 19, 2022 meeting minutes. Mr. Frye moved, Ms. Stough 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 19, 2022 be approved; roll call vote being: Hansen, Haynam, McCann, Richardson, Stough, Westphal, Frye; (7) yeas; (0) nays. The motion carried.

Approval of the  
September 19,  
2022 meeting  
minutes.

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

Mayor Stough presented a Proclamation to ProMedica, (Darrell Wachowiak, President; William Yenrick, Associate VP of Operations; Karen Miller, Associate VP of Nursing.)

Proclamation to  
ProMedica.

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 the table due to possible conflict of interest. Roll call vote being: Hansen, Haynam, McCann, Richardson, Stough, Westphal, Frye; (7) yeas; (0) nays. The motion carried.

Mr. Frye Push  
back from table.

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Mrs. Westphal presented and read aloud by title only, proposed Resolution No. 11-2022, a written copy of same having been previously furnished to each member of Council “A Resolution of the Council of the City of Sylvania supporting the Five-Year, 3.7 Mill Replacement Levy for the Toledo-Lucas County Public Library; and declaring an emergency; Mrs. Westphal moved, Mr. Haynam seconded for passage of Resolution No. 11-2022 as an emergency measure; roll call vote being: Haynam, McCann, Richardson, Stough, Westphal, Hansen; (6) yeas; (0) nays. The motion carried.

Resolution No. 11-2022, “...Supporting 5-yr Levy Tol-Lucas Co. Public Library....”

Mr. Frye returned to the table.

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

Mr. Frye presented and read aloud by title only, proposed Resolution No. 12-2022, a written copy of same having been previously furnished to each member of Council “A Resolution of the Council of the City of Sylvania supporting the Five-Year, 0.8 Mill Replacement Levy for the Olander Park System; and declaring an emergency; Mr. Frye moved, Mrs. Westphal seconded for passage of Resolution No. 12-2022 as an emergency measure; roll call vote being: McCann, Richardson, Stough, Westphal, Frye, Hansen, Haynam; (7) yeas; (0) nays. The motion carried.

Resolution No. 12-2022, “...supporting 5-yr levy.... Olander Park System...”

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

Mr. McCann moved, Ms. Stough seconded to allow Mr. Frye to push back from the table due to possible conflict of interest. Roll call vote being: Hansen, Haynam, McCann, Richardson, Stough, Westphal, Frye; (7) yeas; (0) nays. The motion carried.

Mr. Frye pushed back from table.

Service Director’s report on Right-of-Way acquisition (18-WD & 18T) for LUC-Monroe and Silica & LUC-Silica Drive Bridge Replacement was placed of file. Mr. Richardson presented and read aloud by title only, proposed Ordinance No.86 -2022, a written copy of same having been previously furnished to each member of Council “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.”; Mr. Richardson moved, Mr. Hansen seconded for passage of Ordinance No. 86-2022 as an emergency

Ordinance No. 86-2022, “Accepting a Temporary Construction Easement from Tol-LU Ctry Public Library ...Monroe & Silica Improvement

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measure; roll call vote being: Richardson, Stough, Westphal, Hansen, Haynam, McCann; (6) yeas; (0) nays. The motion carried.

Project..."

Mr. Frye returned to the table.

Service Director's report on Right-of-Way acquisition (31-WD & 31T & 34-T) for LUC-Monroe and Silica & LUC-Silica Drive Bridge Replacement was placed of file. Mr. Haynam presented and read aloud by title only, proposed Ordinance No.87 -2022, a written copy of same having been previously furnished to each member of Council "Accepting a Temporary Construction Easement from and authorizing the Mayor and Director of Finance to enter into a Purchase Agreement with the 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."; Mr. Haynam moved, Mrs. Westphal seconded for passage of Ordinance No. 87-2022 as an emergency measure; roll call vote being: Stough, Westphal, Frye, Hansen, Haynam, McCann, Richardson; (7) yeas; (0) nays. The motion carried.

Ordinance No. 86-2022, "Accepting a Temporary Construction Easement from Montgomery Holding, Ltd. ...Monroe & Silica Improvement Project..."

Mr. McCann presented and read aloud by title only, proposed Ordinance No. 88 -2022, a written copy of same having been previously furnished to each member of Council "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."; Mr. McCann moved, Mrs. Westphal seconded for passage of Ordinance No. 88-2022 as an emergency measure; roll call vote being: Westphal, Frye, Hansen, Haynam, McCann, Richardson, Stough; (7) yeas; (0) nays. The motion carried.

Ordinance No. 88-2022, "accepting from Montgomery Holding Co, Ltd a Quit Claim Deed...6616 Monroe St..."

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

Service Director's report on 2022 Surface Transportation Block Grant (STBG) Application and the 2022 Ohio Public Works Commission (OPWC) Application for the McCord Road Resurfacing Project was placed on file. Mrs. Westphal presented and read aloud by title only, proposed Resolution No. 13-2022, a written copy of same having been previously furnished to each member of Council "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; Mrs. Westphal moved, Mr. Haynam seconded for passage of

Resolution No. 13-2022, "...authorizing to file an OPWC Grant Application for McCord Resurfacing Project..."

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Resolution No. 13-2022 as an emergency measure; roll call vote being: Frye, Hansen, Haynam, McCann, Richardson, Stough, Westphal,; (7) yeas; (0) nays. The motion carried.

Mr. Richardson presented and read aloud by title only, proposed Resolution No. 14-2022, a written copy of same having been previously furnished to each member of Council “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 Areas Council of Governments for the McCord Road Resurfacing Project and to execute Contracts as required: and declaring an emergency”; Mr. Richardson moved, Ms. Stough seconded for passage of Resolution No. 14-2022 as an emergency measure; roll call vote being: Hansen, Haynam, McCann, Richardson, Stough, Westphal Frye; (7) yeas; (0) nays. The motion carried.

Resolution No. 14-2022, “authorizing to submit application to participate in the STBG Grant for McCord Resurfacing Project...”

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

Service Director’s report on the OPWC Grant Application for Main Street and Oakland Court Reconstruction Project was placed on file. Mr. Richardson presented and read aloud by title only, proposed Resolution No. 15-2022, a written copy of same having been previously furnished to each member of Council “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; Mr. Richardson moved, Mr. Hansen seconded for passage of Resolution No. 15-2022 as an emergency measure; roll call vote being: Haynam, McCann, Richardson, Stough, Westphal, Frye, Hansen; (7) yeas; (0) nays. The motion carried.

Resolution No. 15-2022, “... Authorizing to file OPWC Grant for Main & Oakland Court Reconstruction Project.....”

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

Service Director’s report on the OPWC Grant Application for the Large Diameter Sanitary Sewer Lining (Phase 3) and South Main Street Sanitary Sewer Rehabilitation Project was placed on file. Mr. McCann presented and read aloud by title only, proposed Resolution No. 16-2022, a written copy of same having been previously furnished to each member of Council “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

Resolution No. 16-2022, “Authorizing to file OPWC Grant for Large Diameter Sanitary Sewer Project...”

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Sewer Rehabilitation Project; and declaring an emergency; Mr. McCann moved, Mrs. Westphal seconded for passage of Resolution No. 15-2022 as an emergency measure; roll call vote being: McCann, Richardson, Stough, Westphal, Frye, Hansen, Haynam; (7) yeas; (0) nays. The motion carried.

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

Mr. Frye moved, Mrs. Westphal seconded to approve the Then and Now Certifications as presented from the Director of Finance dated October 3, 2022 in the amount of \$45,779.58; roll call vote being: Richardson, Stough, Westphal, Frye, Haynam, McCann, Hansen; (7) yeas; (0) nays. The motion carried.

Then & Now  
Certifications  
approval from  
10/3/22.

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

Mr. Hansen moved, Mrs. Westphal seconded to confirm the Mayor's appointment of Ms. Maria Rose Duran to the Sylvania Tree Commission for a term expiring December 31, 2024; roll call vote being: McCann, Richardson, Stough, Westphal, Frye, Haynam, Hansen, (7) yeas; (0) nays. The motion carried.

Confirmation of  
Maria Rose  
Duran to the Tree  
Commission.

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

Mrs. Westphal reported on the Employee and Community Relations Committee meeting held on this date regarding the River Road Garden Club request for funding. The Committee will recommend \$830 donation for a Gold Star Memorial and ask that legislation be prepared for Council.

Emp & Com  
Relations Com  
mtg report.

Mayor Stough stated that Council will now consider agenda item 15.

Mr. Frye moved, Ms. Stough seconded to set the Finance Committee Meeting for Tuesday, October 18<sup>th</sup> at 7:30 a.m. in council chambers to discuss the 2023 Budget. Roll call vote being: Richardson, Stough, Westphal, Frye, Haynam, Hansen, McCann, (7) yeas; (0) nays. The motion carried.

Finance Com  
Mtg set 10/18/22  
@7:30 a.m.



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Mr. Frye moved, Mrs. Westphal seconded to set the Committee of the Whole Meeting for Monday, October 17<sup>th</sup> at 7:00 p.m. in council chambers to discuss the Downtown TIF. Roll call vote being: Richardson, Stough, Westphal, Frye, Haynam, Hansen, McCann, (7) yeas; (0) nays. The motion carried.

COW Mtg set  
10/17/22 @  
7:00p.m.

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

Mr. Frye presented the first reading, and read aloud by title only, proposed Ordinance No. 89-2022, "Issuing Special Use Permit No. SUP-1-2021 as ordered by the United States District Court for the Northern District of Ohio, Western Division; and declaring an emergency."

Ordinance No.  
89-2022. – First  
Reading.

Mr. Haynam moved, Mr. Hansen seconded to set a Zoning & Annexation Committee meeting on October 17, 2022 at 5:45 p.m. to discuss the Downtown Zoning with Michelle Johnson, and set a Zoning & Annexation Committee meeting on November 7, 2022 at 6:45 p.m. to discuss possible Wireless Telecommunications Facilities Regulations. Roll call vote being: Stough, Westphal, Frye, Haynam, Hansen, McCann, Richardson, (7) yeas; (0) nays. The motion carried.

Z & A Mtg. set  
10/17/22 &  
11/7/22.

Mayor Stough stated all agenda items have been addressed.

Adjournment.

Mr. Frye moved, Mrs. Westphal seconded to adjourn at 8:42 p.m. Roll call vote being: Hansen, Haynam, McCann, Stough, Westphal, Frye; (6) yeas; (0) nays.

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

\_\_\_\_\_  
Mayor



6a

SYLVANIA CITY COUNCIL  
SHARON M. BUCHER, CLERK

To: Mayor Craig A. Stough and Members of City Council

From: Sharon Bucher, Clerk of Council

Certificate of Notice  
ZA-2-2022, Olander Village

The undersigned Clerk of Council hereby certifies as follows:

- A. Thirty (30) days of time and place of public hearing was published in the *Toledo Blade* on September 8, 2022.
- B. Written notice of hearing was mailed by first class mail, twenty (20) or more days prior to the scheduled hearing date to all owners of property within, contiguous to, and directly across the street from the subject parcel or parcels, which owners, so notified, are listed as follows:

<u>Owner</u>	<u>Property Address</u>	<u>Owner Address</u>
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See attached listing.


9/9/22  
 Clerk of Council Date

Parcel_1	MailName	MailAddress	MailCity	MailState	MailZip
8293438	KATHERINE BLEVINS	1 SHENANDOAH CIR	SYLVANIA	OH	43560
8293447	DALE J & MARY J LEROUX	10 SHENANDOAH CIR	SYLVANIA	OH	43560
8293448	MOHAMMAD IDREES MOHIUDDIN &	11 SHNANDOAH CIR	SYLVANIA	OH	43560
8229568	MAX AUTO REAL ESTATE LLC	1101 MONROE ST	TOLEDO	OH	43604
8293449	CHANDRA MARIE MCFADDEN	12 SHENANDOAH CIR	SYLVANIA	OH	43560
8293443	REYNOLDS CONSTRUCTION CO	126 E DUDLEY ST	MAUMEE	OH	43537
8293452	REYNOLDS CONSTRUCTION CO	126 E DUDLEY ST	MAUMEE	OH	43537
8293453	REYNOLDS CONSTRUCTION CO	126 E DUDLEY ST	MAUMEE	OH	43537
8293454	REYNOLDS CONSTRUCTION CO	126 E DUDLEY ST	MAUMEE	OH	43537
8293455	REYNOLDS CONSTRUCTION CO	126 E DUDLEY ST	MAUMEE	OH	43537
8293456	REYNOLDS CONSTRUCTION CO	126 E DUDLEY ST	MAUMEE	OH	43537
8293457	REYNOLDS CONSTRUCTION CO	126 E DUDLEY ST	MAUMEE	OH	43537
8293458	REYNOLDS CONSTRUCTION CO	126 E DUDLEY ST	MAUMEE	OH	43537
8293459	REYNOLDS CONSTRUCTION CO	126 E DUDLEY ST	MAUMEE	OH	43537
8293460	REYNOLDS CONSTRUCTION CO	126 E DUDLEY ST	MAUMEE	OH	43537
8293461	REYNOLDS CONSTRUCTION CO	126 E DUDLEY ST	MAUMEE	OH	43537
8293482	REYNOLDS CONSTRUCTION CO	126 E DUDLEY ST	MAUMEE	OH	43537
8293450	MAUREEN GARNER	13 SHENANDOAH CIR	SYLVANIA	OH	43560
8293451	EMILYN L JAKES TRUSTEE	14 SHENANDOAH CIR	SYLVANIA	OH	43560
8293439	HELEN HOEHNER	2 SHENANDOAH CIR	SYLVANIA	OH	43560
8293462	PAMELA S ULRICH TR	25 SHENANDOAH CIR	SYLVANIA	OH	43560
8293463	PAULA MAIER	26 SHENANDOAH CIR	SYLVANIA	OH	43560
8293464	SUZANNE STANG TR	27 SHENANDOAH CIR	SYLVANIA	OH	43560
8293465	JENNIFER L STROLE	28 SHENANDOAH CIR	SYLVANIA	OH	43560
8293466	SUSAN B MCHUGH	29 SHENANDOAH CIR	SYLVANIA	OH	43560
8293440	PAMELA J SCHAEFER	3 SHENANDOAH CIR	SYLVANIA	OH	43560
8293467	ELYCE F ERVIN	30 SHENANDOAH	SYLVANIA	OH	43560
8293468	TAMMY CHIANELLI	31 SHENANDOAH CIR	SYLVANIA	OH	43560
8293469	JAMES & BRIGITTE STEPANSKI	32 SHENANDOAH CIR	SYLVANIA	OH	43560
8293472	JERRY P PURCEL	3230 CENTRAL PARK W	TOLEDO	OH	43617
8293470	DOUGLAS R & KATHLEEN M CROWN	33 SHENANDOAH	SYLVANIA	OH	43560
8293471	SHIRELY B JALSO	34 SHENANDOAH CIR	SYLVANIA	OH	43560
8293473	SHELBY J PIERCE	36 SHENANDOAH CIR	SYLVANIA	OH	43560

8293474	MIZEREK RUTH K	37 SHENANDOAH CIR	SYLVANIA	OH	43560
8293475	DYE EMILY B	38 SHENANDOAH CIR	SYLVANIA	OH	43560
8293476	MARCIA A HOUCK TR	39 SHENANDOAH CIR	SYLVANIA	OH	43560
8289611	FOX MARY T	3900 N MCCORD RD UNIT B	TOLEDO	OH	43617
8293441	SUSAN MACMILLAN	4 SHENANDOAH CIR	SYLVANIA	OH	43560
8293477	DOROTHY & RICHARD MUNK	40 SHENANDOAH CIR	SYLVANIA	OH	43560
8293478	RONALD J SCOTT TR	41 SHENANDOAH CIR	SYLVANIA	OH	43560
8293479	THELMA R LANZ	42 SHENANDOAH CIR	SYLVANIA	OH	43560
8225311	NANCY A GOLDBERG	4236 APPOMATTOX DR	SYLVANIA	OH	43560
8225307	JAY R & LESLEY E MADRZYKOWSKI	4242 APPOMATTOX DR	SYLVANIA	OH	43560
8293480	DAVID W & SUSAN M JACKSON	43 SHENANDOAH CIR	SYLVANIA	OH	43560
8293481	JACQUELINE R DENCE TR	44 SHENANDOAH CIR	SYLVANIA	OH	43560
8293442	CYNTHIA & DWIGHT THOMAS	5 SHENANDOAH	SYLVANIA	OH	43560
8287473	JEWISH COMMUNITY	6465 SYLVANIA AVE	SYLVANIA	OH	43560
8289662	DENNIS J & KIM M DITTMAN	6500 SUNSET WAY UNIT 117	ST PETE BEACH	FL	33706
8287471	MARLENE A REMER TRUSTEE	6650 KINGSBRIDGE DR	SYLVANIA	OH	43560
8287475	LEE A HAMNER	6654 KINGSBRIDGE	SYLVANIA	OH	43560
8287477	KRISTINE M COUSINO	6656 KINGSBRIDGE DR	SYLVANIA	OH	43560
8287483	BARE STEVE A	6662 KINGSBRIDGE DR	SYLVANIA	OH	43560
8287485	JENNIFER & TODD E MOCHERMAN	6664 KINGSBRIDGE DR UNIT 8	SYLVANIA	OH	43560
8289610	MICHAEL KAMENNY	6708 FIFTH AVE	SYLVANIA	OH	43560
8232101	GINA MERCURIO	6711 VICTORIA CT	SYLVANIA	OH	43560
8289612	KELLY L KEYSOR	6712 FIFTH AVE	SYLVANIA	OH	43560
8232066	J E & J A KIRTOS	6718 FIFTH AVE	SYLVANIA	OH	43560
8232104	JOHN F BOWERS TR	6719 VICTORIA CT	SYLVANIA	OH	43560
8232065	KATHERINE KELLMURRAY	6720 FIFTH AVE UNIT E	SYLVANIA	OH	43560
8232107	STELLA MICHAEL A & AMY S (ORSURVTC)	6727 VICTORIA ST	SYLVANIA	OH	43560
8232064	AMY J ROENIGK	6728 FIFTH AVE	SYLVANIA	OH	43560
8232063	COX JAMES S & JAIME L	6730 FIFTH AVE # C	SYLVANIA	OH	43560
8232062	CAROL J WADDINGTON	6732 5TH AVE	SYLVANIA	OH	43560
8232061	CLAIRE N & DALTON C STURT	6734 FIFTH AVE	SYLVANIA	OH	43560
8232111	SLOAN TIMOTHY J & LAURA A	6735 VICTORIA CT	SYLVANIA	OH	43560
8289666	MARY E SIMMONS	6738 FIFTH AVE	SYLVANIA	OH	43560
8289665	MALCOLM & AMY S EDGE	6740 FIFTH AVE	SYLVANIA	OH	43560

8289664	CARA LOOMUS	6742 FIFTH ST	SYLVANIA	OH	43560
8289660	BRENDA L BLACKSHEAR	6748 FIFTH AVE	SYLVANIA	OH	43560
8232117	GRINONNEAU TODD M	6749 VICTORIA CT	SYLVANIA	OH	43560
8289661	J & M SAVICKAS TRUSTEES	6750 FIFTH AVE	SYLVANIA	OH	43560
8232121	NYITRAY CHARLES A & MARY L	6755 VICTORIA CT	SYLVANIA	OH	43560
8293444	THOMAS & WENDY H BORTHWICK	7 SHENANDOAH CIR	SYLVANIA	OH	43560
8289663	MOELLENBERG KRISTEN K AKA KRISTEN MOELLE	7252 BRINT RD	SYLVANIA	OH	43560
8232114	INGRAM ROBERT C JR & ELLEN G	7421 COLDWATER RD	FORT WAYNE	IN	46825
8287479	RANDALL P MCCORMICK	7422 COUNTRY COMMONS LN	SYLVANIA	OH	43560
8293445	LAWRENCE B & MARY ELLEN DENKO TR	8 SHENANDOAH CIR	SYLVANIA	OH	43560
8293446	JOHN R & SHARON R DONOVAN	9 SHENANDOAH CT	SYLVANIA	OH	43560
8287481	RAKOVSHCIK YEVGENIYA GENA	94211 LOKU PLACE # 120	WAIPAHU	HI	96797
8204539	SYLVANIA CSD TREAS.OFFICE	P O BOX 608	SYLVANIA	OH	43560

7a



DEPARTMENT OF PUBLIC SERVICE  
KEVIN G. ALLER, PE DIRECTOR

October 17, 2022

To: The Mayor and Members of Sylvania City Council

Re: **Right-of-Way Acquisition (Bill of Sale from Tenant for 31-WD & 31-T)  
LUC-Monroe & Silica (PID 107489) & LUC-Silica Drive Bridge Replacement (PID 111563)**

Dear Mr. Mayor and Council Members:

On October 3, 2022 City Council authorized the acquisition of right-of-way for Parcel 31 on the LUC-Monroe & Silica (PID 107489) project from the property owner Montgomery Holding Company, Ltd. The acquisition was for one permanent right-of-way take and temporary construction easement.

A tenant on Parcel 31 (Jamilynn Fox-Allstate Insurance) is the owner of a monument sign that needs to be removed based on the proposed improvement plan. To remove this sign, the City needs to enter into a Bill of Sale from Tenant Agreement with the sign owner. The Bill of Sale Agreement compensates the owner of the sign based on the appraised value adjusted for depreciation due to age. The City's contractor will remove the sign as a part of the construction project.

The Service Department has reached an agreement with the sign owner in consideration of \$6,225. Acquisition of this sign 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 approval of the enclosed Bill of Sale from Tenant Agreement with Jamilynn Fox-Allstate Insurance in the amount of \$6,225. 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

**BILL OF SALE FROM TENANT  
(Structures) and/or Miscellaneous  
Improvements**

This Contract made and entered into this 12 day of July, 2022 by Jamilynn Fox- Allstate Insurance, hereinafter called Owner and the City of Sylvania, hereinafter called the LPA, and is based on the following understanding:

Situated on Parcel No. 031-WD,T, on an area of land fee owned by Montgomery Holding Company, LLC the following described structure(s)/improvement(s) for the purpose of this Agreement shall be considered to be real property, the same as if attached to the land.

LIST STRUCTURES/IMPROVEMENTS AND COMPENSATION FOR EACH
Allstate Insurance Sign - \$6,225.00

It is mutually agreed and understood by and between the Owner of said structure(s)/improvement(s) and the LPA as follows:

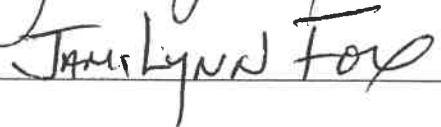
1. The sum \$6,225.00, is the entire amount of money to be paid to Owner for the above-referenced structure(s)/improvement(s). Allstate Insurance Sign
2. The Owner of said structure(s)/improvement(s) is to remain in possession of the structure(s) /improvement(s) for a period of time after the execution of this Agreement, which period of time is set forth in paragraph three. The Owner shall keep any insurance policies in effect on the structure(s) /improvement(s) so long as he has possession of same, and the LPA shall be subrogated to any and all claims for damages to the buildings after title passes.
3. The Owner will remain in possession of the structure(s)/improvement(s), and all attached fixtures and equipment and shall protect and preserve the same as they now exist and shall deliver peaceful unoccupied possession thereof to the LPA, its employees or assigns at the closing or as directed by the Mayor of the City of Sylvania .
4. It is agreed that the following fixtures and/or equipment:  
Sign panels and lights or other items that are normally considered a part of and add to the value of the structure(s), shall be delivered by the owner, intact.
5. The Owner of said structure(s)/improvement(s) shall assign all rights of access to the structure(s) /improvement(s) to the LPA, thus granting the LPA the right to enter onto the land described herein, where the structure(s)/improvement(s) are located, to removed the structure(s)/improvement(s) in accordance with plans on

C/R/S	LUC-Monroe St. & Silica Bridge
PARCEL	031-WD,T
PID NO	111563 & 107489

file and/or for the purpose of removing materials from the structure(s) via the most direct and practical route to the nearest public highway or street.

IN WITNESS WHEREOF Jamilynn Fox has hereto set her hand on July 12, 2022.

Grantor Signature:   
 Name Printed Jamilynn Fox

Grantor Signature:   
 Name Printed \_\_\_\_\_

CITY OF SYLVANIA

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

By: \_\_\_\_\_  
 Toby A. Schroyer, Director of Finance

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



7a1.

**ORDINANCE NO. 90 -2022**

**AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO A BILL OF SALE AGREEMENT WITH JAMILYNN FOX FOR THE ALLSTATE INSURANCE SIGN THAT WILL BE REMOVED AS PART OF THE MONROE & SILICA IMPROVEMENT PROJECT AND SILICA DRIVE BRIDGE REPLACEMENT PROJECT; APPROPRIATING FUNDS THEREFORE IN THE AMOUNT OF \$6,225; 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 has been acquiring easements and rights-of-way from the affected property owners; and,

WHEREAS, Ordinance No. 87-2022, passed by Sylvania City Council on October 17, 2022, authorized the Mayor and Director of Finance to accept Temporary Construction Easements from Montgomery Holding Company, Inc.; and,

WHEREAS, Jamilynn Fox is a tenant of Montgomery Holding Company, Ltd. and purchased the monument sign for Allstate Insurance that, as part of the project, will need to be removed; and,

WHEREAS, Jamilynn Fox is entitled to receive payment of just compensation representing the fair market value of the monument sign and has executed and delivered a Bill of Sale for the monument sign to this City for which will be paid the sum of Six Thousand Two Hundred Twenty-Five Dollars (\$6,225.00), a copy of which Bill of Sale is attached hereto as "Exhibit A"; and,

WHEREAS, said Bill of Sale 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 Bill of Sale as so executed and tendered as described on "Exhibit A" be, and the same hereby is, accepted from Jamilynn Fox, the grantor therein.

SECTION 2. That, to provide funds for payment to the Grantor of said Bill of Sale hereby accepted, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND**, from funds therein not heretofore appropriated, to **Account No. 401-7610-53503**, the sum of Six Thousand Two Hundred Twenty-Five Dollars (\$6,225.00).

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

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

SECTION 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the improvements should proceed as soon as possible and accordingly the acquisition of the monument sign 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

7b



DEPARTMENT OF PUBLIC SERVICE  
KEVIN G. ALLER, PE DIRECTOR

October 17, 2022

To: The Mayor and Members of Sylvania City Council

Re: **Right-of-Way Acquisition (12-WD1, 12-WD2, 12-T1 & 12-T2)**  
**LUC-Monroe & Silica (PID 107489) & LUC-Silica Drive Bridge Replacement (PID 111563)**

Dear Mr. Mayor and Council Members:

In order to accommodate the roadway improvements, the Service Department needs to acquire both permanent right-of-way and temporary construction easements from The Board of Education of the Sylvania School District, also known as The Sylvania Village Board of Education, now known as the Board of Education of the Sylvania City School District (Ownership 12 in the Right-of-Way Plan on file with the Service Department). The permanent right-of-way takes of 0.010 (12-WD1) and 0.052 acres (12-WD2) are along the north and south sides of Monroe Street and west side of Silica Drive. The temporary construction easements allow 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 \$27,625. Procurement of the permanent right-of-way and temporary construction easements 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 easements contract for sale with The Board of Education of the Sylvania School District, also known as The Sylvania Village Board of Education, now known as the Board of Education of the Sylvania City School District in the amount of \$27,625. 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): 012-WD1, WD2, T1, T2  
LUC-Monroe St. & Silica Bridge

This Agreement is by and between the City of Sylvania ["Purchaser"] and The Board of Education of the Sylvania School District, aka The Sylvania Village Board of Education nka the Board of Education of the Sylvania City School District ["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 \$27,625.00, 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. Purchaser 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 Board of Education of the Sylvania School District, aka The Sylvania Village Board of Education nka the Board of Education of the Sylvania City School District have executed this Agreement on the date(s) indicated immediately below their respective signatures.

THE BOARD OF EDUCATION OF  
THE SYLVANIA SCHOOL DISTRICT AKA THE  
SYLVANIA VILLAGE BOARD OF EDUCATION  
NKA THE BOARD OF EDUCATION OF THE  
SYLVANIA CITY SCHOOL DISTRICT

By: G. Pele  
TITLE: Board President  
Date: 9-28-22

City of Sylvania

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



**EXHIBIT A**

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Ver. Date 02/10/22

PID 107489

**PARCEL 12-T1  
LUC-MONROE ST  
TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY TO  
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 Northeast Quarter of Section 9, Town 9 South, Range 6 East, out of 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, 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 Westerly proposed right of way line of Judi Young Lane, acquired as Parcel 12-WD1 by right of way plans made for the State of Ohio Department of Transportation titled "LUC-MONROE ST, PID 107489" (Station 532+30.00, 46.50 feet left Monroe Street and Station 0+39.44, 35.47 feet left Judi Young Lane);

Thence with the Northerly proposed right of way line of Monroe Street, the following six courses:

1. South 88 Degrees 35 Minutes 54 Seconds West a distance of 21.01 feet to an iron pin set (Station 532+08.99, 46.50 feet left Monroe Street);
2. South 62 Degrees 08 Minutes 55 Seconds West a distance of 10.04 feet to an iron pin set (Station 532+00.00, 42.03 feet left Monroe Street);
3. Northwesterly with a curve to the right an arc distance of 80.72 feet, said curve having a central angle of 11 Degrees 20 Minutes 10 Seconds, a radius of 408.00 feet, a chord distance of 80.59 feet and a chord that bears North 84 Degrees 27 Minutes 13 Seconds West, to an iron pin set (Station 531+20.00, 51.78 feet left Monroe Street);

## EXHIBIT A

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4. South 11 Degrees 12 Minutes 52 Seconds West a distance of 1.00 feet to an iron pin set (Station 531+19.78, 50.80 feet left Monroe Street);
5. Northwesterly with a curve to the right an arc distance of 121.13 feet, said curve having a central angle of 16 Degrees 58 Minutes 06 Seconds, a radius of 409.00 feet, a chord distance of 120.68 feet and a chord that bears North 70 Degrees 18 Minutes 06 Seconds West, to an iron pin set (Station 529+71.55, 41.00 feet left Monroe Street);
6. Thence North 64 Degrees 37 Minutes 19 Seconds West a distance of 20.86 feet, to an iron pin set on the Northerly existing right of way line of Monroe Street (Station 529+50.71, 40.00 feet left Monroe Street);
7. Thence North 61 Degrees 52 Minutes 26 Seconds West a distance of 186.46 feet with said Northerly existing right of way line, to a southerly corner common to said School District parcel and a parcel of land conveyed to the Village of Sylvania, Ohio by deed of record in Deed Volume 1901, Page 496 (Station 527+64.25, 40.00 feet left Monroe Street);
8. Thence North 01 Degrees 05 Minutes 59 Seconds West a distance of 28.65 feet with the line common to said School District and Village of Sylvania parcel, to a point (Station 527+50.26, 65.00 feet left Monroe Street);
9. Thence South 61 Degrees 52 Minutes 26 Seconds East a distance of 24.74 feet to a point (Station 527+75.00, 65.00 feet left Monroe Street);
10. Thence South 25 Degrees 22 Minutes 21 Seconds East a distance of 31.10 feet to a point (Station 528+00.00, 46.50 feet left Monroe Street);
11. Thence South 61 Degrees 52 Minutes 26 Seconds East a distance of 70.00 feet to a point (Station 528+70.00, 46.50 feet left Monroe Street);
12. Thence South 66 Degrees 38 Minutes 24 Seconds East a distance of 102.30 feet to a point (Station 529+71.95, 55.00 feet left Monroe Street);
13. Thence South 68 Degrees 37 Minutes 16 Seconds East a distance of 109.07 feet to a point (Station 530+80.26, 67.81 feet left Monroe Street (Back Tangent) and Station 531+15.00, 64.00 feet left Monroe Street Ahead Tangent));

## EXHIBIT A

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14. Thence North 13 Degrees 15 Minutes 37 Seconds East a distance of 28.16 feet to a point (Station 530+73.04, 95.03 feet left Monroe Street (Back Tangent) and Station 531+20.00, 91.00 feet left Monroe Street Ahead Tangent));
15. Thence South 86 Degrees 35 Minutes 56 Seconds East a distance of 74.51 feet to a point (Station 531+96.38, 85.00 feet left Monroe Street and Station 0+69.23, 77.00 feet left Judi Young Lane);
16. Thence North 31 Degrees 07 Minutes 42 Seconds East a distance of 177.43 feet to a point (Station 2+25.00, 43.00 feet left Judi Young Lane);
17. Thence South 58 Degrees 14 Minutes 05 Seconds East a distance of 5.00 feet to an iron pin set on the Westerly proposed right of way line of Judi Young Lane (Station 2+25.00, 38.00 feet left Judi Young Lane);

Thence with said Westerly proposed right of way line of Judi Young Lane, the following three courses:

18. South 31 Degrees 45 Minutes 55 Seconds West a distance of 20.82 feet to a point (2+04.18, 38.00 feet left Judi Young Lane);
19. Southwesterly with a curve to the left an arc distance of 100.30 feet, said curve having a central angle of 19 Degrees 57 Minutes 17 Seconds, a radius of 288.00 feet, a chord distance of 99.80 feet and a chord that bears South 21 Degrees 47 Minutes 16 Seconds West, to an iron pin set at a point of tangency (Station 1+17.11, 38.00 feet left Judi Young Lane);
20. South 09 Degrees 56 Minutes 39 Seconds West a distance of 77.72 feet to the *Point of Beginning*.

The above described parcel contains 0.262 acres of land, more or less, of which the present road occupies 0.000 acres leaving a net take of 0.262 acres, more or less, contained within Lucas County Auditor's Permanent Parcel Number 82-01834.

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 South 61 Degrees 52 Minutes 26 Seconds East is designated the Basis of Bearing for this description.

**EXHIBIT A**

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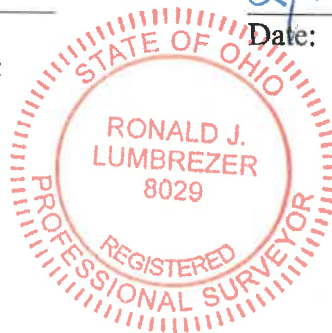
All references to records are to the Lucas County Recorder's Office located in the City of Toledo, Ohio.

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  
12-T1

2/11/22  
Date:



**EXHIBIT A**

LPA RX 887 T

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Ver. Date 02/10/22

PID 107489

**PARCEL 12-T2  
LUC-MONROE ST  
TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY TO  
TO PERFORM GRADING & PARKING LOT REPAIRS  
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 The Board of Education of the Sylvania School District by deed of record in Deed Volume 639, Page 157, and being on the right side of the centerline of right of way of Monroe Street and left 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 Westerly proposed right of way line of Silica Drive with the line common to said Sylvania School District parcel and a parcel of land Conveyed to The Board of Education of the Sylvania Exempted Village School District, acquired as Parcel 12-WD2 by right of way plans made for the State of Ohio Department of Transportation titled "LUC-MONROE ST, PID 107489" (Station 6+71.66, 44.38 feet left Silica Drive);

1. Thence Northwesterly with said common line, being a curve to the right an arc distance of 17.36 feet, said curve having a central angle of 00 Degrees 35 Minutes 35 Seconds, a radius of 1677.10 feet, a chord distance of 17.36 feet and a chord that bears North 61 Degrees 29 Minutes 42 Seconds West, to a point (Station 6+77.28, 60.87 feet left Silica Drive);
2. Thence North 61 Degrees 52 Minutes 26 Seconds West a distance of 131.55 feet to a point on the Southerly existing right of way line of Monroe Street (Station 7+23.23, 185.44 feet left Silica Drive and Station 530+74.78, 37.13 feet right Monroe Street (ahead tangent));

## EXHIBIT A

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3. Thence North 88 Degrees 35 Minutes 54 Seconds East a distance of 45.22 feet to an iron pin set on the Southerly proposed right of way line of Monroe Street (Station 531+20.00, 37.13 feet right Monroe Street);

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

4. South 85 Degrees 07 Minutes 12 Seconds East a distance of 67.40 feet to an iron pin set (Station 531+87.00, 44.50 feet right Monroe Street);
5. South 41 Degrees 10 Minutes 37 Seconds East a distance of 30.95 feet to an iron pin set (Station 532+06.80, 68.29 feet right Monroe Street and Station 7+15.00, 50.00 feet left Silica Drive);
6. South 08 Degrees 18 Minutes 37 Seconds West a distance of 24.21 feet to a point (Station 6+90.00, 49.59 feet left Silica Drive);
7. South 80 Degrees 16 Minutes 06 Seconds East a distance of 4.37 feet to an iron pin set (Station 6+90.00, 45.22 feet left Silica Drive);
8. South 07 Degrees 22 Minutes 36 Seconds West a distance of 17.83 feet, to the *Point of Beginning*.

The above described parcel contains 0.097 acres of land, more or less, of which the present road occupies 0.000 acres leaving a net take of 0.097 acres, more or less, contained within Lucas County Auditor's Permanent Parcel Number 82-01834.

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 South 61 Degrees 52 Minutes 26 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".

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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.



2/11/22  
Date:

Ronald J. Lumbrezer, P.S. #8029  
DGL Consulting Engineers, LLC  
3455 Briarfield Blvd - Suite E  
Maumee, Ohio 43537  
12-T2



**EXHIBIT A**

LPA RX 851 WD

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Ver. Date 02/10/22

PID 107489

**PARCEL 12-WD1  
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 Northeast Quarter of Section 9, Town 9 South, Range 6 East and part of Lot 37 of Burnham's Addition, a subdivision of record in Plat Volume 19, Page 2, out of 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, and being on the left side of the centerline of right of way of Monroe Street and left side of the centerline of right of way of Judi Young Lane as shown on a centerline survey plat made in September 2021, for the City of Sylvania titled "LUC-MONROE ST (PART 1 – PID 107489 & LUC-SILICA BRIDGE (PART 2 – PID 111563))" and bounded and described as follows:

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

Thence South 88 Degrees 35 Minutes 54 Seconds West a distance of 29.87 feet with said centerline of Monroe Street, to a point (Station 532+38.55 Monroe Street);

Thence North 01 Degrees 24 Minutes 06 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 Judi Young Lane, said point being the **True Point of Beginning** (Station 532+38.55, 37.13 feet left Monroe Street and 0+32.27, 25.00 feet left Judi Young Lane);



## EXHIBIT A

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1. Thence South 88 Degrees 31 Minutes 41 Seconds West a distance of 132.18 feet with the Northerly existing right of way line of Monroe Street to a point (Station 531+06.37, 37.13 feet left Monroe Street (Ahead Tangent) and 530+86.09, 37.13 feet left Monroe Street (Back Tangent));
2. Thence North 61 Degrees 52 Minutes 26 Seconds West a distance of 135.38 feet continuing with said Northerly existing right of way line to an iron pin set at the intersection of said Northerly existing right of way line with the Northerly proposed right of way line of Monroe Street (Station 529+50.71, 40.00 feet left Monroe Street);

Thence with said Northerly proposed right of way line of Monroe Street and Westerly proposed right of way line of Judi Young Lane, the following ten courses:

3. South 64 Degrees 37 Minutes 19 Seconds East a distance of 20.86 feet to an iron pin set (Station 529+71.55, 41.00 feet left Monroe Street);
4. Southeasterly with a curve to the left an arc distance of 121.13 feet, said curve having a central angle of 16 Degrees 58 Minutes 06 Seconds, a radius of 409.00 feet, a chord distance of 120.68 feet and a chord that bears South 70 Degrees 18 Minutes 06 Seconds East, to an iron pin set (Station 531+19.78, 50.80 feet left Monroe Street);
5. North 11 Degrees 12 Minutes 52 Seconds East a distance of 1.00 feet to an iron pin set (Station 531+20.00, 51.78 feet left Monroe Street);
6. Southeasterly with a curve to the left an arc distance of 80.72 feet, said curve having a central angle of 11 Degrees 20 Minutes 10 Seconds, a radius of 408.00 feet, a chord distance of 80.59 feet and a chord that bears South 84 Degrees 27 Minutes 13 Seconds East, to an iron pin set (Station 532+00, 42.03 feet left Monroe Street);
7. North 62 Degrees 08 Minutes 55 Seconds East a distance of 10.04 feet to an iron pin set (Station 532+08.99, 46.50 feet left Monroe Street);
8. North 88 Degrees 35 Minutes 54 Seconds East a distance of 21.01 feet to an iron pin set (Station 532+30.00, 46.50 feet left Monroe Street and Station 0+39.44, 35.47 feet left Judi Young Drive);
9. North 09 Degrees 56 Minutes 39 Seconds East a distance of 77.72 feet to an iron pin set at a point of curvature (Station 1+17.11, 38.00 feet left Judi Young Lane);

**EXHIBIT A**

10. Northeasterly with a curve to the right an arc distance of 100.30 feet, said curve having a central angle of 19 Degrees 57 Minutes 17 Seconds, a radius of 288.00 feet, a chord distance of 99.80 feet and a chord that bears North 21 Degrees 47 Minutes 16 Seconds East, to an iron pin set at a point of tangency (Station 2+04.18, 38.00 feet left Judi Young Lane);
11. North 31 Degrees 45 Minutes 55 Seconds East a distance of 20.82 feet to an iron pin set (Station 2+25.00, 38.00 feet left Judi Young Lane);
12. South 58 Degrees 14 Minutes 05 Seconds East a distance of 13.00 feet to a MAG nail set on the Westerly existing right of way line of Judi Young Lane (Station 2+25.00, 25.00 feet left Judi Young Lane);

Thence with said Westerly existing right of way line of Judi Young Lane, the following three courses:

13. South 31 Degrees 45 Minutes 55 Seconds West a distance of 20.82 feet to a point of curvature (Station 2+04.18, 25.00 feet left Judi Young Lane);
14. Southwesterly with a curve to the left an arc distance of 95.78 feet, said curve having a central angle of 19 Degrees 57 Minutes 17 Seconds, a radius of 275.00 feet, a chord distance of 95.29 feet and a chord that bears South 21 Degrees 47 Minutes 16 Seconds West, to a point of tangency (Station 1+17.11, 25.00 feet left Judi Young Lane);
15. Thence South 11 Degrees 48 Minutes 38 Seconds West a distance of 84.89 feet to the ***True Point of Beginning.***

The above described parcel contains 0.100 acres of land, more or less, of which the present road occupies 0.000 acres leaving a net take of 0.100 acres, more or less, contained within Lucas County Auditor's Permanent Parcel Number 82-01834.

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 35 Minutes 54 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.

**EXHIBIT A**


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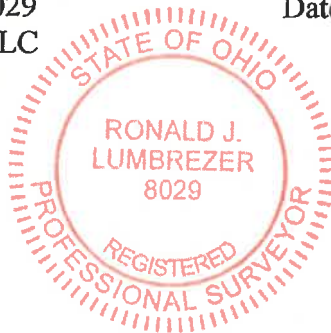
Rev. 06/09

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  
12-WD1

2/11/22  
Date:



**EXHIBIT A**

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Ver. Date 02/10/22

PID 107489

**PARCEL 12-WD2  
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 The Board of Education of the Sylvania School District by deed of record in Deed Volume 639, Page 157, and being on the right side of the centerline of right of way of Monroe Street and left 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, said point being the Northeasterly corner of said School District property (Station 532+68.42 Monroe Street and Station 7+93.15 Silica Drive);

1. Thence South 07 Degrees 22 Minutes 36 Seconds West a distance of 136.02 feet with said centerline and the Easterly line of said School District property, leaving said centerline at 39.49 feet, to an Easterly corner thereof (Station 6+57.26, 3.01 feet right Silica Drive);
2. Thence Northwesterly with a curve to the right an arc distance of 49.48 feet, said curve having a central angle of 01 Degrees 41 Minutes 26 Seconds, a radius of 1677.10 feet, a chord distance of 49.48 feet and a chord that bears North 62 Degrees 38 Minutes 12 Seconds West, to an iron pin set on the Westerly proposed right of way line of Silica Drive (Station 6+71.66, 44.38 feet left Silica Drive);

## EXHIBIT A

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

3. North 07 Degrees 22 Minutes 36 Seconds East a distance of 17.83 feet to an iron pin set (Station 6+90.00, 45.22 feet left Silica Drive);
4. North 80 Degrees 16 Minutes 06 Seconds West a distance of 4.37 feet to an iron pin set (Station 6+90.00, 49.59 feet left Silica Drive);
5. North 08 Degrees 18 Minutes 37 Seconds East a distance of 24.21 feet to an iron pin set (Station 7+15.00, 50.00 feet left Silica Drive and 532+06.80, 68.29 feet right Monroe Street);
6. North 41 Degrees 10 Minutes 37 Seconds West a distance of 30.95 feet to an iron pin set (Station 531+87.00, 44.50 feet right Monroe Street);
7. North 85 Degrees 07 Minutes 12 Seconds West a distance of 67.40 feet, to an iron pin set on the Southerly existing right of way line of Monroe Street and Northerly line of said School District parcel (Station 531+20.00, 37.13 feet right Monroe Street);
8. Thence North 88 Degrees 35 Minutes 54 Seconds East a distance of 112.33 feet with said Southerly existing right of way line of Monroe Street and Northerly line of said School District parcel, to the intersection of said Southerly existing right of way line with the Westerly existing right of way line of Silica Drive (Station 532+32.33, 37.13 feet right Monroe Street and Station 7+50.89, 30.00 feet left Silica Drive);
9. Thence North 07 Degrees 22 Minutes 36 Seconds East a distance of 37.57 feet with a Westerly line of said School District parcel, to a Westerly corner thereof, being on the said centerline of Monroe Street (Station 532+38.06 Monroe Street);
10. Thence North 88 Degrees 35 Minutes 54 Seconds East a distance of 30.36 feet with said centerline of Monroe Street and Northerly line of said School District parcel to the *True Point of Beginning*.

The above described parcel contains 0.140 acres of land, more or less, of which the present road occupies 0.088 acres leaving a net take of 0.052 acres, more or less, contained within Lucas County Auditor's Permanent Parcel Number 82-01834.


**EXHIBIT A**

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 35 Minutes 54 Seconds East is designated the Basis of Bearing for this description.

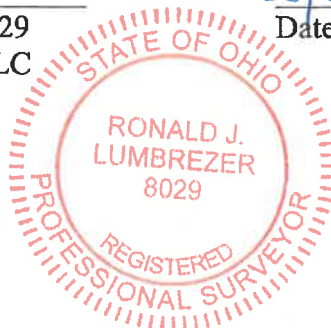
All references to records are to the Lucas County Recorder's Office located in the City of Toledo, Ohio.

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  
12-WD2

2/11/22  
Date:



7c



DEPARTMENT OF PUBLIC SERVICE  
KEVIN G. ALLER, PE DIRECTOR

October 17, 2022

To: The Mayor and Members of Sylvania City Council

Re: **Right-of-Way Acquisition (50-WD1, 50-WD2, 50-WD3, 50-T1 & 50-T2)  
LUC-Monroe & Silica (PID 107489) & LUC-Silica Drive Bridge Replacement (PID 111563)**

Dear Mr. Mayor and Council Members:

In order to accommodate the roadway improvements, the Service Department needs to acquire both permanent right-of-way and temporary construction easements from The Board of Education of Sylvania Exempted Village School District, now known as the Board of Education of the Sylvania City School District (Ownership 50 in the Right-of-Way Plan on file with the Service Department). The permanent right-of-way takes of 0.095 acres (12-WD1), 0.052 acres (12-WD2), and 0.115 acres (12-WD3) are along the south side of Monroe Street and the west side of Silica Drive. The temporary construction easements allow 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 \$15,175. Procurement of the permanent right-of-way and temporary construction easements 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 easements contract for sale with The Board of Education of Sylvania Exempted Village School District, now known as the Board of Education of the Sylvania City School District in the amount of \$15,175. 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): 050-WD1, WD2, WD3, T1, T2  
LUC-Monroe St. & Silica Bridge

This Agreement is by and between the City of Sylvania ["Purchaser"] and The Board of Education of Sylvania Exempted Village School District, nka Board of Education of the Sylvania City School District ["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 \$15,175.00, 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 Board of Education of the Sylvania City School District have executed this Agreement on the date(s) indicated immediately below their respective signatures.

BOARD OF EDUCATION OF THE  
SYLVANIA CITY SCHOOL DISTRICT

By: C. Fee  
TITLE: Board President  
Date: 9-28-22

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 50-T1  
LUC-MONROE ST  
TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY TO  
TO PERFORM GRADING & PARKING LOT REPAIRS  
FOR 24 MONTHS FROM DATE OF ENTRY BY THE  
CITY OF SYLVANIA, LUCAS COUNTY, OHIO**

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[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 The Board of Education of the Sylvania Exempted Village School District by deed of record in Deed Volume 1710, Page 178, and being on the right side of the centerline of right of way of Monroe Street and left 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 Southerly existing right of way line of Monroe Street, acquired as Parcel 50-WD1 by right of way plans made for the State of Ohio Department of Transportation titled "LUC-MONROE ST, PID 107489" (Station 530+45.00, 40.00 feet right Monroe Street);

1. Thence South 61 Degrees 52 Minutes 26 Seconds East a distance of 181.65 feet with said Southerly existing right of way line and line common to said Board of Education 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, to a point of curvature (Station 531+89.24, 101.96 feet right Monroe Street and Station 6+77.28, 60.87 feet left Silica Drive);
2. Thence Southeasterly with a curve to the left an arc distance of 17.36 feet, said curve having a central angle of 00 Degrees 35 Minutes 35 Seconds, a radius of 1677.10 feet, a chord distance of 17.36 feet and a chord that bears South 61 Degrees 29 Minutes 42 Seconds East, to an iron pin set on the Westerly proposed right of way line of Silica Drive (Station 6+71.66, 44.38 feet left Silica Drive);

## EXHIBIT A

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Thence with said Westerly proposed right of way line of Silica Drive, the following four courses:

3. South 07 Degrees 22 Minutes 36 Seconds West a distance of 7.58 feet to an iron pin set (Station 6+63.87, 43.96 feet left Silica Drive);
4. Southwesterly with a curve to the right an arc distance of 81.69 feet to an iron pin set, said curve having a central angle of 04 Degrees 52 Minutes 42 Seconds, a radius of 959.50 feet, a chord distance of 81.67 feet and a chord that bears South 09 Degrees 48 Minutes 57 Seconds West (Station 5+80.00, 40.53 feet left Silica Drive);
5. North 76 Degrees 14 Minutes 07 Seconds West a distance of 4.43 feet to an iron pin set (Station 5+80.00, 44.95 feet left Silica Drive);
6. South 15 Degrees 16 Minutes 01 Seconds West a distance of 77.69 feet to an iron pin set (Station 5+00.00, 45.00 feet left Silica Drive);
7. Thence North 73 Degrees 18 Minutes 06 Seconds West a distance of 25.43 feet radial to the centerline of right of way of Silica Drive, to a point (Station 5+00.00, 70.43 feet left Silica Drive);
8. Thence North 15 Degrees 26 Minutes 35 Seconds East a distance of 81.17 feet to a point (Station 5+85.00, 70.00 feet left Silica Drive);
9. Thence North 68 Degrees 26 Minutes 32 Seconds West a distance of 153.66 feet to a point (Station 6+09.85, 222.00 feet left Silica Drive and Station 530+89.96, 145.00 feet right Monroe Street);
10. Thence North 18 Degrees 29 Minutes 54 Seconds West a distance of 123.77 feet to an iron pin set on the Southerly proposed right of way line of Monroe Street (Station 530+00.00, 60.00 feet right Monroe Street);
11. Thence South 85 Degrees 50 Minutes 11 Seconds East a distance of 49.24 feet with said Southerly proposed right of way line, to the *Point of Beginning*.

The above described parcel contains 0.535 acres of land, more or less, of which the present road occupies 0.000 acres leaving a net take of 0.535 acres, more or less, contained within Lucas County Auditor's Permanent Parcel Number 82-01867.

**EXHIBIT A**

LPA RX 887 T

Rev. 07/09

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 South 61 Degrees 52 Minutes 26 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  
50-T1

  
Date:



**EXHIBIT A**

LPA RX 887 T

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Ver. Date 02/10/22

PID 107489

**PARCEL 50-T2  
LUC-MONROE ST  
TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY TO  
TO PERFORM GRADING & PARKING LOT REPAIRS  
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 The Board of Education of the Sylvania Exempted Village School District by deed of record in Deed Volume 1710, Page 178, and being on the left 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 on the Westerly proposed right of way line of Silica Drive, acquired as Parcel 50-WD3 by right of way plans made for the State of Ohio Department of Transportation titled "LUC-MONROE ST, PID 107489" (Station 5+00.00, 45.00 feet left Silica Drive);

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

1. South 20 Degrees 15 Minutes 30 Seconds West a distance of 247.76 feet to an iron pin set (Station 2+50.00, 50.00 feet left Silica Drive);
2. South 02 Degrees 02 Minutes 58 Seconds East a distance of 53.20 feet, to an iron pin set on the Westerly existing right of way line of Silica Drive (Station 2+00.00, 30.00 feet left Silica Drive);
3. Thence Southwesterly with said Westerly existing right of way line, being a curve to the right an arc distance of 40.57 feet, said curve having a central angle of 00 Degrees 49 Minutes 12 Seconds, a radius of 2834.79 feet, a chord distance of 40.57 feet and a chord that bears South 20 Degrees 56 Minutes 27 Seconds West, to a point (Station 1+59.00, 30.00 feet left Silica Drive);



**EXHIBIT A**

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4. Thence North 01 Degrees 55 Minutes 30 Seconds East a distance of 94.46 feet to a point (Station 2+50.00, 60.00 feet left Silica Drive);
5. Thence North 17 Degrees 33 Minutes 21 Seconds East a distance of 145.09 feet to a point (Station 3+95.00, 65.00 feet left Silica Drive);
6. Thence North 15 Degrees 26 Minutes 35 Seconds East a distance of 101.75 feet to a point (Station 5+00.00, 70.43 feet left Silica Drive);
7. Thence South 73 Degrees 18 Minutes 06 Seconds East a distance of 25.43 feet radial to the centerline of right of way of Silica Drive, to the *Point of Beginning*.


The above described parcel contains 0.114 acres of land, more or less, of which the present road occupies 0.000 acres leaving a net take of 0.114 acres, more or less, contained within Lucas County Auditor's Permanent Parcel Number 82-01867.

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 Silica Drive having a bearing of North 19 Degrees 31 Minutes 51 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  
50-T2

2/11/22  
Date:



**EXHIBIT A**

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PID 107489

**PARCEL 50-WD1  
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 The Board of Education of the Sylvania Exempted Village School by deed of record in Deed Volume 1710, Page 178, and being on the right side of the centerline of right of way of Monroe Street as shown on a centerline survey plat made in September 2021, for the City of Sylvania titled "LUC-MONROE ST (PART 1 – PID 107489 & LUC-SILICA BRIDGE (PART 2 – PID 111563))" and bounded and described as follows:

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

Thence South 88 Degrees 35 Minutes 54 Seconds West a distance of 178.03 feet with said centerline of Monroe Street, to a concrete monument with a bolt found marking a point of deflection for said centerline (Station 530+90.39 Monroe Street);

Thence North 61 Degrees 52 Minutes 26 Seconds West a distance of 45.39 feet continuing with said centerline, to a point (Station 530+45.00 Monroe Street);

Thence South 28 Degrees 07 Minutes 34 Seconds West distance of 40.00 feet, perpendicular to said centerline, to the intersection of the Southerly existing right of way line of Monroe Street with the Southerly proposed right of way line of Monroe Street, said point being the ***True Point of Beginning*** (Station 530+45.00, 40.00 feet right Monroe Street);

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

1. North 85 Degrees 50 Minutes 11 Seconds West a distance of 49.24 feet to an iron pin set on the Southerly line of an existing slope easement acquired by deed of record in Microfiche Slide 97-422-D06 (Station 530+00.00, 60.00 feet right Monroe Street);
2. North 61 Degrees 52 Minutes 26 Seconds West a distance of 179.80 feet with the Southerly line of said slope easement, to an iron pin set on the line common to said Board of Education parcel and a parcel of land conveyed to Schneider Toledo Corp by deed of record in Deed Volume 1804, Page 350, said line being the Easterly line of Sleepy Hollow Plat 2, a subdivision of record in Plat Volume 60, Page 19 (Station 528+20.20, 60.00 feet right Monroe Street);
3. Thence North 01 Degrees 05 Minutes 59 Seconds West a distance of 22.92 feet with said common line, to a point on the Southerly existing right of way line of Monroe Street, being the common corner thereof (Station 528+09.01, 40.00 feet right Monroe Street);
4. Thence South 61 Degrees 52 Minutes 26 Seconds East a distance of 235.99 feet with said Southerly existing right of way line of Monroe Street and the Northerly line of said Board of Education parcel, to the *True Point of Beginning*.

The above described parcel contains 0.095 acres of land, more or less, of which the present road occupies 0.000 acres leaving a net take of 0.095 acres, more or less, contained within Lucas County Auditor's Permanent Parcel Number 82-01867.

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 South 61 Degrees 52 Minutes 26 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".

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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  
50-WD1



Date:



**EXHIBIT A**

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PID 107489

**PARCEL 50-WD2  
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 The Board of Education of the Sylvania Exempted Village School District by deed of record in Deed Volume 1710, Page 178, and being on the left 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:

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

Thence South 07 Degrees 22 Minutes 36 Seconds West a distance of 136.02 feet with the centerline of right of way of Silica Drive and the line common to The Board of Education of the Sylvania School District conveyed by deed of record in Deed Volume 639, Page 157 and the Sylvania Exempted Village School District Public Library conveyed by deed of record in Deed Volume 1328, Page 121, passing a point of tangency at 39.49 feet, to the corner common to said Board of Education and Library parcels and a parcel of land conveyed to Anchor Church of the Christian and Missionary Alliance by deed of record in Instrument Number 20210414-0018988, said point being the **True Point of Beginning** (Station 6+57.26, 3.01 feet right Silica Drive);

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1. Thence continuing South 07 Degrees 22 Minutes 36 Seconds West a distance of 159.40 feet with the line common to said Board of Education and Anchor Church parcels to a point (Station 5+00.00, 20.91 feet right Silica Drive);
2. Thence North 73 Degrees 18 Minutes 06 Seconds West a distance of 65.91 feet radial to the centerline of right of way of Silica Drive, to an iron pin set on the Westerly proposed right of way line of Silica Drive (Station 5+00.00, 45.00 feet left Silica Drive);

Thence with said Westerly proposed right of way line, the following four courses:

3. North 15 Degrees 16 Minutes 01 Seconds East a distance of 77.69 feet to an iron pin set (Station 5+80.00, 44.95 feet left Silica Drive);
4. South 76 Degrees 14 Minutes 07 Seconds East a distance of 4.43 feet to an iron pin set (Station 5+80.00, 40.53 feet left Silica Drive);
5. Northeasterly with a curve to the left an arc distance of 81.69 feet to an iron pin set, said curve having a central angle of 04 Degrees 52 Minutes 42 Seconds, a radius of 959.50 feet, a chord distance of 81.67 feet and a chord that bears North 09 Degrees 48 Minutes 57 Seconds East (Station 6+63.87, 43.96 feet left Silica Drive);
6. North 07 Degrees 22 Minutes 36 Seconds East a distance of 7.58 feet, to an iron pin set on the line common to said Board of Education Parcels (Station 6+71.66, 44.38 feet left Silica Drive);
7. Thence Southeasterly with said common line, being a curve to the left an arc distance of 49.48, said curve having a central angle of 01 Degrees 41 Minutes 26 Seconds, a radius of 1677.10 feet, a chord distance of 49.48 feet and a chord that bears South 62 Degrees 38 Minutes 12 Seconds East, to the *True Point of Beginning*.

The above described parcel contains 0.201 acres of land, more or less, of which the present road occupies 0.149 acres leaving a net take of 0.052 acres, more or less, contained within Lucas County Auditor's Permanent Parcel Number 82-01867.

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 Silica Drive having a bearing of North 07 Degrees 22 Minutes 36 Seconds East is designated the Basis of Bearing for this description.

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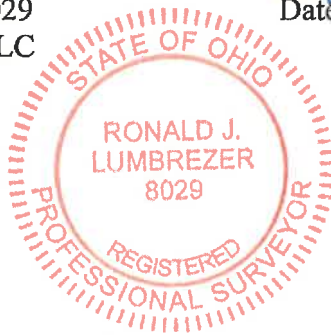
All references to records are to the Lucas County Recorder's Office located in the City of Toledo, Ohio.

Points referred to as set are 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  
50-WD2

  
Date:



**EXHIBIT A**

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Ver. Date 02/10/22

PID 111563

**PARCEL 50-WD3  
LUC-SILICA BRIDGE REPLACEMENT  
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 The Board of Education of the Sylvania Exempted Village School District by deed of record in Deed Volume 1710, Page 178, and being on the left 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:

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

Thence South 07 Degrees 22 Minutes 36 Seconds West a distance of 295.42 feet with the centerline of right of way of Silica Drive and the line common to The Board of Education of the Sylvania School District conveyed by deed of record in Deed Volume 639, Page 157 the Sylvania Exempted Village School District Public Library conveyed by deed of record in Deed Volume 1328, Page 121 and Anchor Church of the Christian and Missionary Alliance by deed of record in Instrument Number 20210414-0018988, leaving said centerline at 39.49 feet, to a point, said point being the **True Point of Beginning** (Station 5+00.00, 20.91 feet right Silica Drive);



**EXHIBIT A**

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1. Thence continuing South 07 Degrees 22 Minutes 36 Seconds West a distance of 46.93 feet with the line common to said Board of Education and Anchor Church parcels, to a common corner thereof (Station 4+54.54, 29.18 feet right Monroe Street);
2. Thence South 24 Degrees 31 Minutes 35 Seconds West a distance of 256.22 feet continuing with the line common to said Board of Education and Anchor Church parcels and a parcel of land conveyed to Provincialate of the Franciscan Sisters of the Imaculate Conception of Sylvania, Ohio by deed of record in Deed Volume 470, Page 597, to a point (Station 2+00.00, 6.98 feet right Monroe Street);
3. Thence North 69 Degrees 28 Minutes 09 Seconds West a distance of 36.98 feet radial to the centerline of right of way of Monroe Street, to an iron pin set at the intersection of the Westerly existing right of way line of Silica Drive with the Westerly proposed right of way line of Silica Drive (Station 2+00.00, 30.00 feet left Monroe Street);

Thence with said Westerly proposed right of way line of Silica Drive, the following two courses:

4. North 02 Degrees 02 Minutes 58 Seconds West a distance of 53.20 feet to an iron pin set (Station 2+50.00, 50.00 feet left Monroe Street);
5. North 20 Degrees 15 Minutes 30 Seconds East a distance of 247.76 feet to an iron pin set (Station 5+00.00, 45.00 feet left Monroe Street);
6. Thence South 73 Degrees 18 Minutes 06 Seconds East a distance of 65.91 feet radial to the centerline of right of way of Silica Drive, to the *True Point of Beginning*.

The above described parcel contains 0.451 acres of land, more or less, of which the present road occupies 0.336 acres leaving a net take of 0.115 acres, more or less, contained within Lucas County Auditor's Permanent Parcel Number 82-01867.

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 Silica Drive having a bearing of North 07 Degrees 22 Minutes 36 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.

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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".

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  
50-WD3

2/11/22  
Date:



7bc1.

**ORDINANCE NO. 91 -2022**

**ACCEPTING TEMPORARY CONSTRUCTION EASEMENTS FROM AND AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO A PURCHASE AGREEMENT WITH THE BOARD OF EDUCATION OF THE SYLVANIA SCHOOL DISTRICT 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 \$42,800; AND DECLARING AN EMERGENCY.**

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

WHEREAS, the projects include roadway widening and intersection improvements and the bridge replacement and in order to accomplish these improvements, the City needs to acquire additional property from The Board of Education of the Sylvania School District; and,

WHEREAS, The Board of Education of the Sylvania School District 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 Temporary Construction Easements to this City for which they will be paid the sum of Forty-Two Thousand Eight Hundred Dollars (\$42,800.00), a copy of which Purchase Agreement and Temporary Construction Easements are attached hereto as "Exhibit A"; and,

WHEREAS, said Purchase Agreement and Temporary Construction Easements are 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 The Board of Education of the Sylvania School District, 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 and Temporary Construction Easements hereby accepted, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND**, from funds therein not heretofore appropriated, to **Account No. 401-7610-53503**, the sum of Forty-Two Thousand Eight Hundred Dollars (\$42,800.00).

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.

ATTEST:

\_\_\_\_\_  
President of Council  
APPROVED AS TO FORM:

\_\_\_\_\_  
Clerk of Council  
APPROVED:

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date



7d1.

DEPARTMENT OF PUBLIC SERVICE  
KEVIN G. ALLER, PE DIRECTOR

October 17, 2022

To: The Mayor and Members of Sylvania City Council

Re: **Permission to File a Petition for Appropriation (32-T)**  
**LUC-Monroe & Silica (PID 107489) & LUC-Silica Drive Bridge Replacement (PID 111563)**

Dear Mr. Mayor and Council Members:

The Service Department needs to acquire a temporary construction easement from Parcel 32 (Emro Marketing Company) for the above referenced project. This parcel is located at 6605 Monroe Street and is the Speedway Gas Station at the southwest corner of Monroe Street and Main Street. The temporary construction easement is necessary to replace the Monroe Street driveway approach, install new sidewalk, resolve a monument sign issue, and for grading purposes.

An offer to acquire the temporary easement and discuss the sign issue was made on May 9, 2022 in the amount of the appraised Fair Market Value Estimate (\$4,200). However, discussions with the property owner have been limited due to several staffing reassignments within the organization.

ODOT must certify control of the right-of-way to the Federal Highway Administration (FHWA) by November 15, 2022. Our office will continue pursuit of this easement, and if necessary a Right of Entry Agreement until that time. However, should an agreement fail to be reached the City will need to file a Petition for Appropriation with the Lucas County Common Pleas Court. The Petition process is outlined in Section 163 of the Ohio Revised Code and would allow the City to take possession of the necessary right-of-way at the time the FMVE is deposited with the Court. This allows ODOT to certify the right-of-way acquisition to FHWA and would allow the construction project to proceed.

As a result, we would request permission to file a Petition for Appropriation for Parcel 32 (Emro Marketing Company) including deposit of the FMVE in the amount of \$4,200. We will keep you posted on our progress over the next few weeks. 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

7dq

**RESOLUTION NO. 93-2022**

**A RESOLUTION DECLARING IT NECESSARY AND DECLARING COUNCIL'S INTENT TO APPROPRIATE CERTAIN PROPERTY FOR THE MONROE & SILICA AND SILICA DRIVE BRIDGE REPLACEMENT PROJECT FROM EMRO MARKETING COMPANY; AUTHORIZING THE MAYOR TO CAUSE WRITTEN NOTICE TO BE GIVEN; AND DECLARING AN EMERGENCY.**

WHEREAS, since 2020, the City of Sylvania has been working on the Monroe Street & Silica Drive Intersection Improvement Project including applying for grants, design and right-of-way acquisition; and,

WHEREAS, through the intersection improvement design process, it was determined that additional property is needed to complete the improvements; and,

WHEREAS, the City of Sylvania ("City") and West Erie Realty ("West Erie") have been working with the property owners to acquire the necessary property and temporary construction easements for the project; and,

WHEREAS, the City has need to acquire 0.458 acre owned by Emro Marketing Company, whose legal description is attached hereto as "Exhibit A," which is designated by the City engineers as necessary for the Monroe and Silica Intersection Improvement Project; and,

WHEREAS, the City of Sylvania has made good faith efforts to agree with the owner, but negotiations for the acquisition of said property between the City of Sylvania and the property owner have reached an impasse and cannot be resolved by negotiations within the near future; and,

WHEREAS, it is necessary to immediately acquire the property set forth on "Exhibit A" for said project so as not to delay the commencement of the project.

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 considers it necessary and declares its intention to

appropriate certain property from Emro Marketing Company, for the purpose of the Monroe and Silica Intersection Improvement Project, the fee simple interest in and to the property described on the attached "Exhibit A."

SECTION 2. That the Mayor is hereby authorized to cause written notice of the passage of this Resolution to be given to the owners and persons in possession or having an interest of record in said property, which notice shall be served or given and returned according to law.

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

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

SECTION 5. That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the reason that so as not to delay the commencement of the construction of the Monroe and Silica Intersection Improvements. 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

**EXHIBIT A**

LPA RX 887 T

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Rev. 07/09

Ver. Date 02/10/22

PID 107489

**PARCEL 32-T  
LUC-MONROE ST  
TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY TO  
CONSTRUCT A DRIVE, WALK AND GRADING  
FOR 24 MONTHS FROM DATE OF ENTRY BY THE  
CITY OF SYLVANIA, LUCAS COUNTY, OHIO**

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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 6 of Block 30 of the original plat of Sylvania, a subdivision of record in Plat Volume B-2, Page 103, out of a parcel of land conveyed to Emro Marketing Company by deed of record in Microfiche Slide 89-109-B10, and being on the right side of the centerline of right of way of Monroe Street as shown on a centerline survey plat made in September 2021, for the City of Sylvania titled "LUC-MONROE ST (PART 1 – PID 107489 & LUC-SILICA BRIDGE (PART 2 – PID 111563)" and bounded and described as follows:

***Beginning*** at Northerly corner common to said Lot 6 and Lot 7 of said plat of Sylvania, being on the Southerly 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+74.14, 37.13 feet right Monroe Street);

1. Thence North 88 Degrees 31 Minutes 41 Seconds East a distance of 100.86 feet with said Southerly existing right of way line and Northerly line of said Lot 6 to a point (Station 543+75.00, 37.13 feet right Monroe Street);
2. Thence South 21 Degrees 21 Minutes 43 Seconds West a distance of 12.88 feet to a point (Station 543+70.00, 49.00 feet right Monroe Street);
3. Thence South 88 Degrees 31 Minutes 41 Seconds West a distance of 60.00 feet parallel with and 49.00 feet Southerly of the centerline of right of way of Monroe Street to a point (Station 543+10.00, 49.00 feet right Monroe Street);
4. Thence North 01 Degrees 28 Minutes 19 Seconds West a distance of 7.00 feet perpendicular to said centerline of right of way to a point (Station 543+10.00, 42.00 feet right Monroe Street);



**EXHIBIT A**

LPA RX 887 T

Rev. 07/09

5. Thence South 88 Degrees 31 Minutes 41 Seconds West a distance of 35.90 feet parallel with and 42.00 feet Southerly of said centerline of right of way, to a point on the line common to said Lots 6 and 7 (Station 542+74.10, 42.00 feet right Monroe Street);
6. Thence North 01 Degrees 00 Minutes 47 Seconds West a distance of 4.88 feet with said common line, to the *Point of Beginning*.


The above described parcel contains 0.021 acres of land, more or less, of which the present road occupies 0.000 acres leaving a net take of 0.021 acres, more or less, contained within Lucas County Auditor's Permanent Parcel Number 82-10187.

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.

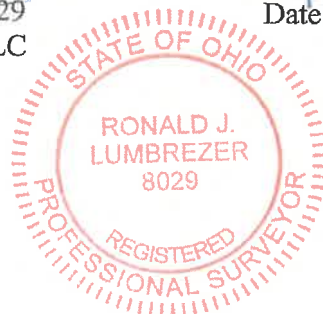
All references to records are to the Lucas County Recorder's Office located in the City of Toledo, Ohio.

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  
32-T

2/11/22  
Date:



8a



DEPARTMENT OF PUBLIC SERVICE  
KEVIN G. ALLER, PE DIRECTOR

October 11, 2022

To: Mayor and Members of Sylvania City Council

Re: **Municipal Bridge Inspection**

Dear Mr. Mayor and Council Members:

The Ohio Department of Transportation (ODOT) is continuing to offer assistance regarding required annual bridge inspection. The program is designed to better offer consistent, effective inspections and is fully funded by ODOT.

We believe this to be a worthwhile program to participate in and request approval of the attached consent legislation for the 2023 year. We have participated in the program since first offered in 2014.

Please call if you have any questions.

Sincerely,

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

Scope of Services Meeting Date: \*\*/\*\*/\*\*  
Approved Final Scope of Services Minutes Date: \*\*/\*\*/\*\*

## **GENERAL ENGINEERING SERVICES Central Office, Office of Structural Engineering Scope of Services**

The CONSULTANT may be required to perform the following services on a task order type basis for bridges designated by regulation or by agreement as City or Village inspection responsibility. Consultants must be prequalified for Level 1 Bridge Inspection services, which may include but are not limited to the following:

**Task 1 - Scour Tasks**

- Task 1A - Scour Critical Assessment
- Task 1B - Scour Plan-of-Action

**Task 2 - Load Rating Tasks**

- Task 2A - Field Measurements for Load Rating
- Task 2B - Load Rating Calculations

**Task 3 – AssetWise Structure Inventory and Review, Including New SNBI Fields**

**Task 4 – Inspection Procedures**

- Task 4A - Fracture Critical Plan
- Task 4B – Underwater Inspection Procedures

**Task 5 - Bridge Inspection**

- Task 5A – Routine Bridge Inspection
- Task 5B – Fracture Critical Inspection
- Task 5C – Underwater Dive Inspection

Services shall be conducted in accordance with the following:

- ODOT Manual of Bridge Inspection, Latest Version
- ODOT Bridge and Inventory Coding Guide, Latest Version
- ODOT Bridge Design Manual, Section 900), Latest Version
- Hydraulic Engineering Circulars 18, 20 and 23
- The Manual for Bridge Evaluation, Third Edition 2019 interim with revisions, AASHTO

**Publication**

- Bridge Inspector's Reference Manual, FHWA NHI Publication Number: 12-049,  
Publication Year: 2012
- Underwater Bridge Inspection, FHWA Publication Number: FHWA NHI-10-027,  
Publication Year: 2010

The CONSULTANT shall maintain a project cost accounting system that will segregate costs for individual task orders. The invoicing progress reports shall be detailed enough to show the breakdown of each assigned structure indicating the status of all subtasks. Completion of the individual subtasks in necessary for reimbursement credits.

The duration of the agreement will be twelve (12) months from the authorization date of the agreement.

The Department will be performing an annual Quality Assurance Review (QAR) for each selected consultant in accordance with Manual of Bridge Inspection to ensure accuracy and consistency of the inspection and documentation in AssetWise. This typically includes an office and field review.

The project will be divided into four (4) sub-projects (SP). A CONSULTANT will be selected for each sub-project. Municipalities opted into the previous inspection program will have the option to renew their legislation. Municipalities with population greater than 50,000 people are excluded from the program. The sub-projects have the following general geographic areas, category characteristics, and maximum contract values for the municipalities with municipal inspection responsibility obtained from AssetWise data as of July 2022.

**Project: SP01 - District (1, 2, &3), Total Structures = 485\***

Type	L =< 20'	20' < L =< 60'	60' < L =< 200'	L > 200'	Total
<b>Single Span</b>	192	178	26	0	<b>396</b>
<b>Multi-Span</b>	24	20	31	14	<b>89</b>
<b>Culvert</b>	119	29	1	0	<b>149</b>
<b>Truss</b>	0	1	3	0	<b>4</b>
<b>Fracture Critical Inspection</b>	0	0	2	0	<b>2</b>
<b>Underwater Inspection</b>	0	0	0	0	<b>0</b>
<b>Load Rating**</b>	108	99	29	7	<b>243</b>

\* Level 1 Bridge Inspection structures

\*\* Tasked as budget allows w/priority for NBI bridges with many BrR updates

General Engineering Services Scope of Services  
Central Office, Office of Structural Engineering  
PID No. 117554

**Project: SP02 - District (4, 11, &12), Total Structures = 392\***

Type	L ≤ 20'	20' < L ≤ 60'	60' < L ≤ 200'	L > 200'	Total
Single Span	127	126	35	0	288
Multi-Span	22	25	37	20	104
Culvert	84	40	1	0	125
Truss	1	2	6	0	9
Fracture Critical Inspection	0	0	3	0	3
Underwater Inspection	0	0	0	0	0
Load Rating**	75	76	36	10	197

\* Level 1 Bridge Inspection structures

\*\* Tasked as budget allows w/priority for NBI bridges with many BrR updates

**Project: SP03 - District (5, 6, &10), Total Structures = 515\***

Type	L ≤ 20'	20' < L ≤ 60'	60' < L ≤ 200'	L > 200'	Total
Single Span	189	206	40	0	435
Multi-Span	11	11	37	21	80
Culvert	111	87	4	0	202
Truss	0	0	7	0	7
Fracture Critical Inspection	0	0	7	1	8
Underwater Inspection	0	0	0	0	0
Load Rating**	80	87	31	8	259

\* Level 1 bridge inspection structures

\*\* Tasked as budget allows w/priority for NBI bridges with many BrR updates

**Project: SP04 - District (7, 8 &9), Total Structures = 508\***

Type	L ≤ 20'	20' < L ≤ 60'	60' < L ≤ 200'	L > 200'	Total
Single Span	177	157	36	1	371
Multi-Span	29	45	49	14	137
Culvert	126	85	3	0	214
Truss	0	0	7	1	8
Fracture Critical Inspection	0	1	4	1	6
Underwater Inspection	0	0	0	0	0
Load Rating	103	101	43	8	255

\* Level 1 bridge inspection structures

\*\* Tasked as budget allows w/priority for NBI bridges with many BrR updates

**General Engineering Services Scope of Services  
Central Office, Office of Structural Engineering  
PID No. 117554**

Please note that the total number of structure types is estimated based on current AssetWise data queries, and it may be adjusted when tasks are assigned in the future which may include newly found orphan bridges. The estimated annual contract price value for each sub-project is as follows:

SP01 \$560,000  
SP02 \$530,000  
SP03 \$570,000  
SP04 \$590,000

**DBE Participation:**

<b>Project</b>	<b>Goal</b>
SP01	10%
SP02	0%
SP03	0%
SP04	0%

CONSULTANT shall clearly designate in the letter of intent the SP(s) they wish to be considered for.

Three (3) copies of the letter of intent shall be submitted. The letter of intent shall demonstrate that the CONSULTANT has a clear understanding of the scope of services.

**Price Proposal Due Date: \*\*/\*\*/\*\***

**UNDERSTANDING**

1. Inspections shall be completed by firm's full-time staff prequalified with ODOT for Level 1 bridge inspection according to the Manual of Bridge Inspection.
2. Task order are intended for maintaining compliance with the FHWA 23-Mertics, Ohio Revised Code, and ODOT policy manuals. Deadlines set by the task orders shall be respected.
3. All reports and records compiled under this agreement shall become the property of the City or Village and shall be housed in the City or Village. ODOT shall receive an electronic copy of plans, analysis files, reports and other items mentioned below.
  - a) CONSULTANT shall perform all applicable updates to ASSETWISE with new or revised information for structure inventory and appraisal data, inspections, scour, fracture critical members, and load ratings.
  - b) CONSULTANT shall submit copies of all reports and calculations electronically, or in hard copies when requested, to the City or Village for inclusion in their bridge records.
  - c) This includes, as applicable, a printed copy of the inspection report, Scour Plan-of-Action, Fracture Critical Plan, load rating report, gusset plate analysis, inspection procedures, and field measurement notes, digital pictures as well as a reproducible digital data file (.pdf, .doc, .xml, and .xls formats).
4. Copies of all transmittal letters and emails related to this Task Order shall be submitted to Central Office, Office of Structural Engineering.
  - a) When required, CONSULTANTS shall locate the original construction plans, as-built, and shop drawings from archive locations specified by the municipality and upload them onto ASSETWISE.

**Services to be furnished by CONSULTANT may include:**

**TASK 1 - SCOUR TASKS**

**Task 1A – Scour Critical Susceptibility NBIS Item 113) -** The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection. Deliverables include field notes, a completed Scour Critical Assessment Checklist as per Appendix I of the 2014 Manual of Bridge Inspection, and any other reference material needed for the bridge owner to properly maintain their bridge files. Channel photos or cross sections maybe tasked under this item if assigned. Please use the latest scour assessment form.

**Task 1B - Scour Plan-of-Action** - The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection Appendix H for the scope of this task. Deliverables include a completed Scour Plan-of-Action, field notes, calculations, and any other reference material needed by bridge owner to maintain bridge files.

## **TASK 2 – LOAD RATING TASKS**

**Task 2A - Field Measurements for Load Rating** - Should no plans exist or if additional information is required, each main member shall be field measured for load rating. The condition of the member should be noted on the field documentation. All measurements shall be included in the load rating report.

**Task 2B - Load Rating Calculations** – A bridge carrying vehicular traffic shall be rated to determine the safe load carrying capacity. The CONSULTANT shall review existing bridge plans and inspection reports and other inspection information such as photographs and estimates of section loss for bridge members and connections. The analysis for existing structures shall be performed for AASHTO HS20-44 [MS 18] (truck, lane, & military) loading for both inventory and operating levels, and for the four Ohio Legal Loads including the special hauling vehicles (2F1, 3F1, 4F1, and 5C1, SU4, SU5, SU6, SU7, Type 3, Type 3S2, Type 3-3, NRL, EV2, and EV3) at operating level. The CONSULTANT shall try to complete the load rating analysis utilizing BrR (Virtis) at first. Hand-calculations or Spreadsheets if BrR is not applicable. The BrR analysis file, other load rating files, and the latest BR100 shall be included with the submittal to OSE.

The inventory and operating ratings shall be coded as per the most recent version of the ODOT Bridge Inventory Coding Guide. Update ASSETWISE Inventory with the load rating results and upload BR100 pdf file.

The electronic deliverable shall include if applicable an Excel spreadsheet or other files used for analysis for each bridge which shall include the member areas, member capacities both with and without section loss, influence lines (can be the ordinates or graph of the lines), dead loads and dead load stresses in members, live loads and live load stresses in members for all truck loadings and the load ratings of the members. Truck loadings to be used for the ratings are specified in BDM Section 900.

The Load Rating Report shall be prepared by a registered or non-registered engineer, and it shall be checked, signed, sealed and dated by an Ohio Registered Professional Engineer.

The Load Rating Report shall explain the method used to calculate the load rating of each bridge.

AASHTO Load Factor Rating (LFR) shall be utilized for all bridges not designed by Load and Resistance Factor Design. AASHTO Load and Resistance Factor Rating (LRFR) shall be utilized for all structures designed for HL93 loading starting October 2010.



Load Rating Report Submittal to the City or Village shall include:

- a. Two (2) printed copies and one electronic pdf copy of the Load Rating Report for each bridge.
- b. Final summary of inventory and operating ratings for each member and the overall ratings of the structure shall be presented for each live load truck. An acceptable format is ODOT form BR-100.
- c. Analysis program input files. Both input and output files shall be submitted when programs other than BrR or spreadsheets are used.
- d. All calculations related to the load rating.
- e. If applicable, the weight limits posting recommendations including a copy of the standard posting sign; such as R12-1 (24" x 30"), R12-H5 (30" x 48"), and R12-H7 (30" x 30").

### **TASK 3 – ASSETWISE STRUCTURE INVENTORY AND REVIEW**

The scope of this task includes a limited review of the structure inventory data in the ODOT ASSETWISE. In general, the CONSULTANT shall review specific existing ODOT bridge inventory records (as provided by the City and approved by ODOT) of the designated bridge. The CONSULTANT may download the inventory report, which contains inventory data for each bridge on file with ODOT from the ODOT website. The CONSULTANT shall verify this data and determine if the ODOT ASSETWISE structure file information needs to be updated on the system. If no changes are necessary, then no ASSETWISE inventory needs to be filled out. If changes are necessary, the scope of this task shall also include completing and filing inventory updates (and supplements, as needed) in ASSETWISE. The CONSULTANT shall refer to the ODOT Office of Structural Engineering Inventory and Coding Guide of ASSETWISE for inventory coding details. In 2023, ODOT will start the transition toward SNBI, the consultants shall fill out all empty fields for this purposes as communicated by OSE.

### **TASK 4 – INSPECTION PROCEDURES**

**Task 4A – Fracture Critical Plan** – A Fracture Critical Member Plan and inspection procedure shall be developed and updated. For more details, refer to Chapter 4: Inspection Types in the Manual of Bridge Inspection. It shall include:

1. Sketches of the superstructure with locations of all fatigue and fracture prone details identified.
  - a. Use framing plan or schematic with detail locations labeled and a legend explaining each labeled item on the scheme.
  - b. Use an elevation view for trusses.

- c. Classify similar fatigue/fracture prone details as types (e.g. end of partial cover plate).
2. A table or location of important structural details indicating:
  - a. Type of detail (e.g. end of partial cover plate, short web gap, etc.)
  - b. Location of each occurrence of detail
  - c. AASHTO Fatigue Category of detail
  - d. Identify retrofits previously installed
3. Risk Factors Influencing the inspector access.

Photos and sketches shall be properly referenced. The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection for additional details on the scope of this task.

**Task 4B – Underwater Inspection Procedures** – An underwater inspection procedure shall be developed. For more details, refer to Chapter 4: Underwater Inspections in the Manual of Bridge Inspection. Please note that ODOT has recently revised the format of the procedures file. The diving team shall fill out or update the latest form and upload it on ASSETWISE prior to performing the actual dives. Please contact OSE for a copy of a blank form if not uploaded on ASSETWISE at the time.

## **TASK 5 – BRIDGE INSPECTION**

**Task 5A – Routine Bridge Inspection (ASSETWISE Input)** - Perform a routine field inspection of the structure to determine the general condition. The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection for additional details on the scope of this task. Section 1111 of the Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21) modified 23 U.S.C.144, requires Ohio to report bridge element level data for NBIS bridges on the National Highway System (NHS) to FHWA. A condition rating or element level inspection will be assigned. This task includes Condition Rating Inspection for non-NBI structures, Condition Rating Inspection for NBI structures, and Element Level Inspection for NBI classified as NHS. The consultant shall probe the channel around the footing in water to determine depth of scour and report the date in AssetWise.

**Task 5B – Fracture Critical Inspection** - Perform a fracture critical field inspection of fracture critical items. The CONSULTANT shall update the FCM inspection procedure with current photos and descriptions. The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection for additional details on the scope of this task.

**Task 5C – Underwater Dive Inspection** – Perform Underwater/ In-Water inspection of substructure units according to the cycle shown in ASSETWISE. Emergency underwater inspection may arise for specific structures over the duration of the contract period. Work shall be done in accordance with the reference manuals and inspection procedure. Scour risk shall be evaluated after field and data collection.

8b

**RESOLUTION NO. 17 -2022**

**CONSENTING TO THE CITY OF SYLVANIA'S PARTICIPATION IN THE OHIO DEPARTMENT OF TRANSPORTATION'S MUNICIPAL BRIDGE INSPECTION PROGRAM; AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO EXECUTE CONTRACTS AS REQUIRED; AND DECLARING AN EMERGENCY.**

WHEREAS, in 2014, the Ohio Department of Transportation ("ODOT") launched a bridge inspection program to help municipalities across the state achieve full compliance with the Federal Highway Administration's bridge metrics; and,

WHEREAS, the program will provide Bridge Inspection Program Services including, but not limited to, routine inspections, element level inspections, critical findings report, fracture critical member inspections, load rating calculations and reports, eight limits posting sign recommendations, scour assessments, scour plan of actions, development of fracture critical plans, and underwater dive inspection reports if needed; and,

WHEREAS, the Director of Public Service, by report dated October 11, 2022, has recommended the City participate in the ODOT Bridge Inspection Program.

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

SECTION 1. Being in the public interest, the City of Sylvania hereby gives consent to the Director of Transportation to complete the above described project.

SECTION 2. The City of Sylvania shall cooperate with the Director of Transportation in the above-described project as follows: The State shall assume and bear 100% of all of the cost for Bridge Inspection Program Services requested by the City and agreed to by the State. Eligible Bridge Inspection Services are described in the Consultant's Scope of Services Task Order Contract now on file with the Clerk of Council. The City of Sylvania agrees to pay 100% of the cost of those features not included in scope of services. Those features may include but not limited to the purchasing and erecting the recommended weight limits postings signs, the implementation of critical findings reports such as partial or total bridge closures, the implementation of the scour plans of action. When recommendations affect public safety, ODOT expects full implementation by the municipality. As of October 2019, FHWA requires installing weight limits posting signs within 30 days from the official date of the approved recommendations. Timely implementation is essential to the success of this program.

SECTION 3. The City of Sylvania agrees that all right-of-way required for the described project will be made available in accordance with current State and Federal regulations.

SECTION 4. The Project is based on the available funds provided by ODOT aimed at assisting the City of Sylvania in reaching compliance with State and Federal laws and policies for bridge inspection. The Project specifics (program duration, PID number, and consultant scope of services) shall be provided to the designated City of Sylvania Contractual Agent via email sent by ODOT Office of Structural Engineering.

ODOT will seek additional funds to renew the project in future years. If such funds are allocated, ODOT will send an email with the Project specifics to the designated City of Sylvania Contractual Agent seeking approval for the new Project. ODOT will not proceed with any Project that does not have written authorization via email from the designated City of Sylvania Contractual Agent.

SECTION 5. 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 6. 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 7. 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 indicate its desire to participate in the Bridge Management System project to promote highway safety 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

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

APPROVED:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

9a



DEPARTMENT OF PUBLIC SERVICE  
KEVIN G. ALLER, PE DIRECTOR

October 17, 2022

To: The Mayor and Members of Sylvania City Council

Re: **School Zone Flasher Replacements**

Dear Mr. Mayor and Council Members:

The bidding documents for the above referenced project are complete.

This project will replace four (4) of the five (5) sets of school zone flasher assemblies the Service Department operates and maintains within our municipal limits. The locations included within this project include Highland Elementary, McCord Road Junior High, St. Joe's School, and the Toledo Islamic Academy. The fifth location (Maplewood Elementary) will be replaced with the upcoming Monroe Street & Silica Drive Improvements Project. Construction is scheduled for summer 2023.

The estimated construction cost of the project is \$133,344. This project was included in the 2022 budget as a capital improvement expense via fund 223-7611-53503.

We would request that the Clerk of Council be authorized to advertise for bids.

Sincerely,

Kevin G. Aller, P.E.

Director of Public Service

**City of Sylvania, Ohio**  
**School Zone Flasher Replacements**

**October 7, 2022**

<b>Ref No.</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
	<b>General Requirements</b>				
1	Mobilization	1	LS	\$5,500.00	\$5,500.00
2	Maintaining Traffic	1	LS	\$7,500.00	\$7,500.00
	<b>Erosion Control</b>				
3	Topsoil Furnished and Placed	5	CY	\$100.00	\$500.00
4	Commercial Fertilizer	0.01	TON	\$1,000.00	\$10.00
5	Seeding and Mulching, Class 1	50	SY	\$10.00	\$500.00
6	Water	0.12	MGAL	\$100.00	\$12.00
	<b>Traffic Control</b>				
7	Removal of Miscellaneous Traffic Control Item: Pole Support With Beacons and Components, As Per Plan	8	EACH	\$1,700.00	\$13,600.00
8	Foundation Removal	8	EACH	\$400.00	\$3,200.00
9	Ground Rod	8	EACH	\$300.00	\$2,400.00
10	Concrete Foundation, 24" X 6' Deep	8	EACH	\$1,900.00	\$15,200.00
11	School Speed Limit Sign Assembly, Misc.: School Speed Limit Assembly and Accessories	8	EACH	\$7,500.00	\$60,000.00
12	School Speed Limit Sign Assembly, Misc.: Cellular Communications Modem	8	EACH	\$1,600.00	\$12,800.00
	Sub-Total				<b>\$121,222.00</b>
	Contingency				<b>\$12,122.00</b>
	<b>TOTAL ESTIMATED CONSTRUCTION COST:</b>				<b>\$133,344.00</b>

**ORDINANCE NO. 92 -2022**

**AUTHORIZING THE DONATION OF \$830.00 TO THE RIVER ROAD GARDEN CLUB FOR THE PURCHASE OF A GOLD STAR MEMORIAL TO BE ERECTED IN THE CITY OF SYLVANIA AS A MEMORIAL FOR THE FAMILIES WHO HAVE LOST A LOVED ONE IN SERVICE TO OUR COUNTRY THROUGH THE UNITED STATES ARMED FORCES; APPROPRIATING FUNDS THEREFORE; AND DECLARING AN EMERGENCY.**

WHEREAS, at the September 19, 2022 meeting of Sylvania City Council, the River Road Garden Club’s request to install Blue Star and Gold Star Memorials in the City of Sylvania and for funding a portion of the Gold Star Memorial for families who have lost a loved one in service to our country through the United States Armed Forces was referred to the Employee and Community Relations Committee for its review and recommendation; and,

WHEREAS, the River Road Garden Club has raised enough money to purchase the Blue Star Memorial and has raised \$1,000 towards the purchase of the Gold Star Memorial, however, still needs \$830.00 to purchase the memorial; and,

WHEREAS, the Employee and Community Relations Committee met on October 3, 2022 to consider the request of the River Road Garden Club and thereafter recommended that the request for \$830.00 towards the purchase of a Gold Star Memorial to be erected in the City of Sylvania be approved and that the Blue Star and Gold Star Memorials be installed in front of City Hall; and,

WHEREAS, thereafter, at the October 3, 2022 meeting of Sylvania City Council, the Director of Law was ordered to prepare the necessary legislation authorizing the donation and appropriating the funds therefore.

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

SECTION 1. Sylvania City Council hereby consents and approves to the installation of a Blue Star Memorial and a Gold Star Memorial in front of City Hall in the City of Sylvania and authorizes a donation towards the purchase of the Gold Star Memorial in the amount of \$830.00.

SECTION 2. That to provide funds for said donation hereby authorized, there is hereby appropriated from the **GENERAL FUND** from funds therein not heretofore appropriated to **Account No. 110-7320-51294, Special Projects** the amount of Eight Hundred Thirty Dollars (\$830.00).

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

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

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

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

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

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Clerk of Council  
APPROVED:

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date



11

**ORDINANCE NO. 89 -2022**

**ISSUING SPECIAL USE PERMIT NO. SUP-1-2021 AS ORDERED BY  
THE UNITED STATES DISTRICT COURT FOR THE NORTHERN  
DISTRICT OF OHIO, WESTERN DIVISION; AND DECLARING AN  
EMERGENCY.**

WHEREAS, Application SUP-1-2021, dated January 20, 2021, was by Stephen E. Carr, Agent for Cellco Partnership dba Verizon Wireless dba Tarpon Towers II, LLC, one (1) or more of the owners, lessees or occupants of the proposed cell tower location behind Sylvania Northview High School, 5403 Silica Dr., Sylvania, Ohio, presented to the Clerk of this Council and by the Clerk presented to Council on February 16, 2021, and the same thereupon was duly referred to the Municipal Planning Commission for consideration, recommendation and report; and,

WHEREAS, the Municipal Planning Commission considered said Application on March 10, 2021, and by report dated March 11, 2021, recommended the approval of such request, which recommendations was as follows:

“Mayor Stough moved, Ms. Lindhuber seconded to recommend to Council to approve the Special Use Permit request with the requirement that all of the three of the following issues proposed by Doug Haynam in City Council’s referral to the Planning Commission be met, and confirmed, by submitting in writing to City Council:

- 1) The tower will be constructed and maintained in accordance with the nationally recognized standard for cell tower construction and maintenance.
- 2) The owner and operator of the tower will annually certify that the tower is physically and structurally safe, robust and sound and meets or exceeds all current nationally recognized standards for cell tower construction and maintenance.
- 3) That the owner will be obligated to decommission the tower at the end of the useful life of the tower, and to provide the city prior to initiating construction of the tower with financial assurance that there will be sufficient funds to decommission the tower at the end of the useful life of the tower, and further that such financial assurance shall be in the form approved by the City, which may include establishment of a performance bond, a trust fund or other insurance.

Vote being: Stough, Lindhuber, Fischer, Schaaf and Marciniak (5) aye; (0) nay.  
Motion passed by a 5 to 0 vote.”

WHEREAS, this Council established April 19, 2021, at 5:30 p.m., as the date and time

for the Public Hearing before this Council on said Application; and,

WHEREAS, such Hearing was advertised pursuant to the Codified Ordinances of the City and notices given as required and the Hearing was duly held at the date, time and location specified in the notices and advertisements; and,

WHEREAS, said Application was considered by Council on April 19, 2021 and several members of the public attended via Zoom and provided information and comments regarding the proposed special use permit; and,

WHEREAS, thereafter, this matter was referred to the Zoning and Annexation Committee for its review and recommendation; and,

WHEREAS, the Zoning and Annexation Committee met on May 3, 2021 and September 7, 2021 and again members of the committee heard public comment for and against the proposed special use permit; and,

WHEREAS, at the conclusion of the Zoning and Annexation Committee meeting on September 7, 2021, the Committee recommended legislation be prepared consistent with the Municipal Planning Commission's recommendation to grant the Special Use Permit with the conditions as referenced in the Plan Commission Minutes of March 11, 2021; and,

WHEREAS, at the Council meeting on September 7, 2021, ordered the preparation of the necessary legislation granting such Permit under Section 1153.02(q); and,

WHEREAS, on September 20, 2021, Sylvania City Council considered Ordinance No. 64-2021 which was denied; and,

WHEREAS, in October, 2021, the applicant filed an appeal of Council's decision denying the special use permit and also filed a Complaint for Declaratory and Injunctive Relief was filed in the United States District Court for the Northern District of Ohio, Western Division,

which was assigned to Judge Jack Zouhary; and,

WHEREAS, on September 1, 2022, following the filing of briefs by both parties, Judge Zouhary ordered that the City issue all necessary permits and approvals for the construction of the proposed cell tower; and,

WHEREAS, at the October 3, 2022 meeting of Sylvania City Council, a First Reading of this Ordinance was held; and,

WHEREAS, in order to comply with the Judge's order, Sylvania City Council must pass this legislation or be held in contempt of court.

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

SECTION 1. In order to comply with Judge Zouhary's Order, the recommendation of the Municipal Planning Commission to grant a Special Use Permit, on Application SUP-1-2021 of Stephen E. Carr, Agent for Cellco Partnership dba Verizon Wireless and Tarpon Towers II, LLC to allow the placement of a 130' wireless communication facility with a 10' lightning rod for a total height of 140' behind the Sylvania Northview High School property as shown on Exhibits A and B to Application SUP-1-2021, be, and the same hereby is, approved subject to the following conditions:

- 1) The tower will be constructed and maintained in accordance with the nationally recognized standard for cell tower construction and maintenance.
- 2) The owner and operator of the tower will annually certify that the tower is physically and structurally safe, robust and sound and meets or exceeds all current nationally recognized standards for cell tower construction and maintenance.
- 3) That the owner will be obligated to decommission the tower at the end of the useful life of the tower, and to provide the city prior to initiating construction of the tower with financial assurance that there will be sufficient funds to decommission the tower at the end of the useful life of the tower, and further that such financial assurance shall be in the form approved by the City, which may include establishment of a performance bond, a trust fund or other insurance.

SECTION 2. That the Secretary of the Municipal Planning Commission is hereby authorized and directed to make said changes, provided by the Special Use Permit herein granted, on the current official zoning maps.

SECTION 3. That the Clerk of Council is hereby authorized and directed to provide Applicant with a certified copy of this Ordinance.

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

requirements including Section 121.22 of the Ohio Revised Code.

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

**SECTION 6.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that immediate provision should be made for the orderly growth and development of this City so that the construction and installation of the wireless communication facility may proceed without delay in order to comply with the order of the United States District Court for the Northern District of Ohio, Western Division. 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

**NOTICE TO LEGISLATIVE  
AUTHORITY**

**OHIO DIVISION OF LIQUOR CONTROL**  
6606 TUSSING ROAD, P.O. BOX 4005  
REYNOLDSBURG, OHIO 43068-9005  
(614)644-2360 FAX(614)644-3166

12

TO

<b>6268645</b>		<b>TRFO</b>	<b>MYWAY CANTINA LLC</b>
PERMIT NUMBER		TYPE	<b>DBA MYWAY CANTINA</b>
<b>06 01 2022</b>	ISSUE DATE		
<b>09 27 2022</b>	FILING DATE		
<b>D5 D6</b>	PERMIT CLASSES		
<b>48 077 A</b>	<b>F28506</b>		
TAX DISTRICT	RECEIPT NO.		

**RECEIVED**  
**OCT 03 2022**  
**CITY OF SYLVANIA**  
**CITY COUNCIL**

FROM **09/29/2022**

<b>8785760</b>			<b>TANKOOS INVESTMENTS LLC</b>
PERMIT NUMBER		TYPE	<b>DBA SUNDOWN CANTINA</b>
<b>06 01 2022</b>	ISSUE DATE		
<b>09 27 2022</b>	FILING DATE		
<b>D5 D6</b>	PERMIT CLASSES		
<b>48 077</b>			
TAX DISTRICT	RECEIPT NO.		



MAILED **09/29/2022**

RESPONSES MUST BE POSTMARKED NO LATER THAN. **10/31/2022**

**IMPORTANT NOTICE**

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

REFER TO THIS NUMBER IN ALL INQUIRIES **A TRFO 6268645**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING.

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

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

(Signature)

(Title)-  Clerk of County Commissioner

(Date)

Clerk of City Council

Township Fiscal Officer

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



**Department  
of Commerce**

Rev 2/10/2021

Mike DeWine, Governor  
Jon Husted, Lt. Governor

Division of Liquor Control  
Sheryl Maxfield, Director

Dear Local Legislative Authority Official:

Please find enclosed the legislative notice that is being sent to you regarding the applied for liquor permit as captioned on the notice. You **must**, within 30 days from the "mailed" date listed on the notice under the bar code:

- Notify the Division whether you object and want a hearing; or
- Ask for your one-time only, 30-day extension.
  - Any requests for a one-time, 30-day extension will be reviewed by the Division upon timely receipt. If granted, your additional 30-days runs from the expiration of the original 30-day period.

To be considered **timely**, your above response **must** be faxed, emailed, or mailed to the Division no later than the postmark deadline date given on the form. To speed up processing times and reduce paper, the Division respectfully asks that you either fax or email your response. Please send your response to:

**FAX:** (614) 644 – 3166

**EMAIL:** [LiquorLicensingMailUnit@com.state.oh.us](mailto:LiquorLicensingMailUnit@com.state.oh.us)

**MAIL:** Ohio Division of Liquor Control  
Attn: Licensing Unit  
6606 Tussing Road  
PO Box 4005  
Reynoldsburg, Ohio 43068-9005

Please note that the Division is no longer sending ownership information with this legislative notice. If you want to know who owns the applied for permit you can find that information in two ways:

- Go to [https://www.comapps.ohio.gov/liqr/liqr\\_apps/PermitLookup/PermitHolderOwnership.aspx](https://www.comapps.ohio.gov/liqr/liqr_apps/PermitLookup/PermitHolderOwnership.aspx) and enter the permit number listed on the legislative notice; or
- Contact your police department or your county sheriff if you are a township fiscal officer or county clerk. The Division sends the applicable law enforcement agency the pertinent ownership information when it notifies them of the permit application.

Thank you in advance for your cooperation,

Division Licensing Section


Licensing Section  
6606 Tussing Road  
Reynoldsburg, OH 43068-9009

Fax 614-728-1281  
TTY/TDD 800-750-0750  
[com.ohio.gov](http://com.ohio.gov)

**City of Sylvania**  
Bank Reconciliation  
September 2022

A

Ending balance for August 2022		39,001,943.73		<b>BANK BALANCE</b>
Add: Monthly Receipts		<u>2,993,078.69</u>		EOM 5/3rd Bank Balance
Subtotal	\$	41,995,022.42		\$ 8,711,525.98
Less: Monthly Disbursements		<u>2,807,271.06</u>		Deposit in Transit:
Ending balance for September 2022	\$	39,187,751.36		Income Tax
Less:				General Deposit
CD Metamora Bank	\$	(2,209,253.18)		
Star Ohio		(83,007.69)		Subtotal
Petty Cash (1)		(2,050.00)		\$ 8,747,617.94
Cemetery Savings		(1,062.86)		Less: Outstanding Checks (2)
Toledo Community Fund		(31,803.18)		834,518.25
5/3rd Securities		(10,298,736.22)		Adjusted Bank Balance
SJS Account		(5,890,532.73)		\$ 7,913,099.69
UBS Financial		(10,565,629.24)		(2)
Premier Bank (CD)		(2,112,245.16)		August Outstanding Checks
Key Bank (CD)		-		\$ 394,986.37
Sylvania Township Bonds		(80,000.00)		Checks written this month
	\$	7,913,431.10		1,310,454.86
2 Utility NSF (138.46 & 42.77)		(181.23)		Voided Check # 80333 dtd 8/31/22
1 Utility NSF (149.38)		(149.38)		(230.43)
Bank Rec Adjustment		(0.80)		
				Subtotal
	\$	<u>7,913,099.69</u>		\$ 1,705,210.80
(1)				Checks Cleared this month
Division of Public Service	\$	150.00		<u>(870,692.55)</u>
Department of Finance		100.00		September Outstanding Checks
Division of Water		600.00		\$ 834,518.25
Division of Police		200.00		
Municipal Court		700.00		
Division of Taxation		150.00		
Division of Forestry		150.00		
Petty Cash Balance	\$	2,050.00		

  
 Toby Schroyer  
 Director of Finance, City of Sylvania

Board of Architectural Review

Minutes of the regular meeting of October 12, 2022. Mr. Schaaf called the meeting to order.

Members present: Mayor Craig Stough, Kate Fischer, Carol Lindhuber, Ken Marciniak and Jeff Schaaf (5) present. Zoning Administrator, Timothy Burns also present.

Mr. Marciniak moved, Ms. Lindhuber seconded to approve the Minutes of the September 14, 2022, meeting as submitted. Vote being: Stough, Lindhuber, Fischer, Marciniak and Schaaf (5) aye; (0) nay. Motion passed by a 5 to 0 vote.

Item 3 – Regulated Sign – app. no. 24-2022 requested by Breann Dandar of True Aerial Signs for Rooster’s, 5702 Monroe Street, Sylvania, Ohio 43560. Application is for one wall sign, one monument sign and one pylon sign.

Ms. Dandar was present.

Signs are within the limits of the Sylvania Sign Code.

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

Item 4 – Building Review – app. no. 25-2022 requested by Canaan Companies for Ace Hardware, 5619 Main Street, Sylvania, Ohio 43560. Application is for architectural review of an exterior renovation.

Mr. Ned Monroe was present and explained that the application is for approval on an exterior renovation to the south side of the building, facing Monroe. He presented material samples of a cultured stone that was light beige and gray in color to be used on the bottom three feet portion of the building; and two different colors of EIFS that they plan to be used on the upper portion of the building which included a light gray color to be used as a band going just above the top of the cultured stone and a light beige to be used on the upper portion of the building.

Mayor Stough stated that they generally like to see more of an orangey-reddish colored brick for the buildings in the downtown area as it would fit better.

Mr. Marciniak said that he liked the look of the cultured stone material and asked if could be made in colors that lean more toward orangey reddish colors.

Mr. Monroe said that he could get the stone in the orangey reddish colors.

Further discussion took place about the color scheme and stone design, as well as the flat, smooth EIFS design shown in the drawings and the members agreed that they would like to see some other colors and stone design used and some type of vertical design, possibly a v-groove, in the upper portion of the EIFS.

Mr. Monroe said that the could drop off some samples of alternative stone designs and colors



**Board of Architectural Review**  
**Minutes of October 12, 2022**  
**Page 2**

to the administration building for the members to view and approve; and that he could add a v-groove, or something similar, to the upper portion of the EFIS.

Mr. Burns said that once the samples were received, he could contact the members so that they could either stop in to view the samples, or he could send photos of the samples to the members photos to view by email.

All of the members agreed.

Mr. Monroe said that he could drop off some samples in the next day.

Mr. Marciniak moved, Ms. Fischer seconded, to approve the building design discussed at the meeting, based on final approval by the members of the samples that will be brought into the zoning office to be used on the bottom portion of the building. Vote being: Stough, Lindhuber, Fischer, Marciniak and Schaaf (5) aye; (0) nay. Motion passed by a 5 to 0 vote.

Item 5 – Building Review – app. no. 26-2022 requested by Scott Schuette for Scott Rod Fabrications LLC, 5517 Schultz Drive, Sylvania, Ohio 43560. Application is for an architectural review of an exterior renovation.

Mr. Scott Schuette was present and said that they would be replacing the existing shingle roof with a steel roof which would be dark charcoal in color.

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

Item 6 – Regulated Sign – app. no. 27-2022 requested by Scott Burns of Scotty B's LEDs for Sylvania Nutrition, 7633 Sylvania Avenue, Sylvania, Ohio 43560. Application is for a new wall sign.

Mr. Burns was present.

Sign is within the limits of the Sylvania Sign Code.

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

Item 7 – Building Review – app. no. 28-2022 requested by Kevin Cieszykowski of SBA Studios, LLC for Clean Express Auto Wash, 6307 Monroe Street, Sylvania, Ohio 43560. Application is for architectural review of an exterior renovation.

**Board of Architectural Review**  
**Minutes of October 12, 2022**  
**Page 3**

Mr. DeWayne Hein or Roush Construction was present. Mr. Hein presented a sample of the wood look material that would be used on the bottom portion of the new building design, and said that the existing concrete block on the upper portion of the building would remain and would be painted a light grayish color.

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

Item 8 – Regulated Sign – app. no. 29-2022 requested Kevin Cieszykowski of SBA Studios, LLC for Clean Express Auto Wash, 6307 Monroe Street, Sylvania, Ohio 43560. Application is for a wall sign and a monument sign.

Mr. Hein was present.

Mr. Burns said that the drawings submitted with the application showed a tear drop logo on both the front and the side of the building, but that only one is allowed as it is considered a wall sign. He said that a discussion had already taken place with the owner, and that it was understood that only the tear drop logo shown on the front of the building would remain. He also added that the wording on the side of the building would be allowed, as the words are considered incidental and not considered a wall sign, and they are describing the services that are offered.


Mr. Heins stated that he agreed with what Mr. Burns had said. He also added that while they would be removing the existing pylon sign but that would not be installing the monument sign shown in the application right way. He said that the monument sign was included in the application so that they could have already have the approval in place for when they are ready to install.

Signs are within the limits of the Sylvania Sign Code.

Mr. Marciniak moved, Ms. Fischer seconded, to approve the signs as discussed. Vote being: Stough, Lindhuber, Fischer, Marciniak and Schaaf (5) aye; (0) nay. Motion passed by a 5 to 0 vote.

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

Submitted by,



Debra Webb, Secretary  
Municipal Planning Commission

C

Sylvania Municipal Planning Commission

Minutes of the regular meeting of October 12, 2022. Mr. Schaaf called the meeting to order.

Members present: Mayor Craig Stough, Kate Fischer, Carol Lindhuber, Jeff Schaaf and Ken Marciniak (5) present. Zoning Administrator, Timothy Burns also present.

Ms. Fischer moved, Ms. Lindhuber seconded to approve the Minutes of the September 14, 2022, meeting as submitted. Vote being: Stough, Lindhuber, Fischer, Marciniak and Schaaf (5) aye; (0) nay. Motion passed by a 5 to 0 vote.

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

Submitted by,



Debra Webb, Secretary  
Municipal Planning Commission

# MEMO

October 17, 2022

To: Mayor Craig Stough, City Council Members and Administration  
Fm: Laura Bigelow  
Re: 3<sup>rd</sup> Quarter Reports

Please find enclosed the 3<sup>rd</sup> Quarter Reports for 2022. Please call me at 885-8926 with any questions.



SYLVANIA OHIO | DIVISION OF TAXATION  
CHRISTY M. ORDORICA, COMMISSIONER

6730 MONROE STREET SYLVANIA, OHIO 43560  
419.885.8940 FAX 419.885.3442

## Third Quarter Management Report

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Key Statistics:	2022	2021
Number of tax returns processed	3905	2871
Number of e-filed returns	13	13
Gross Receipts	\$2982139.32	\$2864881.00
Number of withholding payments processed	4152	3706
Number of online payments	100	99
Number of refunds processed	125	127
Delinquent totals	\$1007587.19	\$906028.04
Amount of money received from collection	\$14085.86	\$10984.99
Number of accounts turned over for collection	113	26

### Items of Special Interest:

The third quarter is always a busy time preparing for next tax season. All the forms and internet tool have to be updated. We also use this time to focus on delinquencies, non-filers, address changes, and identifying potential taxpayers by utilizing real estate transfer records, unclaimed funds records, lottery winner lists, zoning permits, new utility accounts, and school rosters.

Sue Macke, Lisa Bettinger, and Christy Ordorica attended a staff seminar hosted by the Northwest Ohio Tax Commissioners Association at the end of September. This was a great educational opportunity, as well as an opportunity to network with other local municipal tax office employees.

We continue to look for ways to improve our productivity and increase revenues.

Respectfully submitted,

Christy M. Ordorica  
Commissioner of Taxation



## SYLVANIA POLICE DIVISION 3<sup>rd</sup> QUARTER 2022

### Operational Statistics

	<u>2022</u>	<u>2021</u>
Crime Reports	252	279
Criminal Arrests - Juvenile/Adult	2/35	70/11
Traffic Citations	129	137
Warnings	736	632
Parking Tickets	5	1
OVI	13	5
Traffic Crashes	85	94
Traffic Crash injuries/fatalities	36/0	38/0
Calls for Police Service	2883	2690
Hours Spent Handling Police Calls	1357:38	931:03
Emergency Response Time – Priority 1	3:00	1:46
Overtime Hours - Police	1,390	871
Overtime Hours - Records	14	28
Training Hours	794	—

### Administrative Update

During the 3<sup>rd</sup> quarter of 2022, we hired Mitchell Boraginna in July who began his FTO process. Due to his previous experience he was released from FTO before the end of the quarter. We also had the retirement of Chief Schnoor and the promotion of Captain Miller to Chief.

The police division is busy providing services for the summer special event season.

# Community Affairs

## Introduction

Officers from the Community Affairs Division have begun the transition into the 2022-2023 school year. Officer Barnswell has begun teaching the elementary D.A.R.E. curriculum.

Officer Beadle continues to serve as the SRO at Southview High School and Officer Clay continues to serve as the school resource officer at Northview High School.

The Sylvania Police Volunteer Division has continued to assist with events and on road patrol as needed. Sylvania Police Division Volunteers have assisted with numerous events throughout the community this quarter. The Volunteer Division continues to be a tremendous asset to our Police Division.

## Youth Programs / DARE Events

- Officer Barnswell has started teaching D.A.R.E. at Sylvan Elementary.
- Officer Barnswell has started teaching D.A.R.E. at Highland Elementary.
- Officer Barnswell has started teaching D.A.R.E. at St. Joseph's.
- Officer Barnswell has started teaching D.A.R.E. at Maplewood Elementary.

## Community Involvement

- Sgt. Pack continues to serve on the Sylvania Area Family Services Board.
- Sgt. Pack and Officer Barnswell continues to serve on the Sylvania Prevention Alliance Board.

## School Resource Officer Programs

- The 2022-2023 school year began Aug. 15<sup>th</sup>, 2022.

Northview High School - Officer Clay	
<b>Presentations</b>	0
<b>Meetings/Training</b>	8
<b>General Offense Reports/Accident Reports</b>	3
<b>Citations / Warnings</b>	6
<b>School Related Complaints/Interviews</b>	10
<b>Parking Lot Assists</b>	1
<b>Court Appearances</b>	0
<b>Security Issues</b>	11
<b>Misc.</b>	12

Southview High School – Officer Beadle	
<b>Presentations</b>	1
<b>Meetings/Training</b>	11
<b>General Offense Reports/Accident Reports</b>	9
<b>Citations / Warnings</b>	0
<b>School Related Complaints/Interviews</b>	26
<b>Parking Lot Assists</b>	0
<b>Court Appearances</b>	0
<b>Security Issues</b>	9
<b>Misc.</b>	13

### Public Safety Cadets

- PSCs have trained in the following topics this quarter:
  - MILO Use of Force Simulator
  - Traffic Stops
  - Traffic Crash Investigation
  - Arrest & Search Techniques
  
- PSCs participated with the following events this quarter:
  - July 3<sup>rd</sup> Fireworks (Mayberry Square) which was rescheduled for July 8<sup>th</sup>
    - Assisted with traffic control at Mayberry Square
  - LPGA Dana Golf Tournament
    - Assisted with parking cars at the Brint/Centennial Lot Aug. 31<sup>st</sup> – Sept. 4<sup>th</sup>
- Officer Steinman and Officer Deutschman set-up recruitment booths for PSC at both Northview and Southview High School's open houses.
  
- Officer Steinman had been promoted to Sergeant at STPD in September so Officer Deutschman transitioned into the Lead Mentor role for the Public Safety Cadets.



Detective  
Bureau

July – September 2022

<b>Active Case Load by Investigator</b>			
<b>Detective</b>	<b>Assigned</b>	<b>Cleared</b>	<b>Total Active</b>
Sgt. Music	11	12	5
Det. Collins	7	3	10
Det. Gallup	12	15	4
Det. Papenfuss	11	13	7
<b>Monthly Totals</b>	<b>41</b>	<b>43</b>	<b>25</b>

<b>Mobile Device Extractions Completed</b>	11
<b>Storage Device Extractions Completed</b>	14
<b>Computers/Hard Drive Extractions</b>	19

Respectfully submitted,

---

Danilynn M. Miller  
Chief of Police

**City of Sylvania Management Report**  
**For The Division of Streets**  
**Third Quarter - 2022**

<b>Road Repairs &amp; Maintenance:</b>	<b><u>2022</u></b>	<b><u>2020</u></b>
Remove & Replace Existing Concrete As Needed	19 cu. yds	79 cu. yds
Asphalt Placed for Repairs/ Paving Program	44 tons	25 tons
Street Sweeping Hours	72 hrs	341 hrs
Street Sweeping Tonnage Hauled	0 tons	33 tons
Catch Basin & Manhole Repair Hours	441 hrs	184 hrs
Crack-Fill Roadways Hours	304 hrs	280 hrs
Repair & Replace Pavement Markings	688 hrs	64 hrs
Traffic Paint Hours	0 hrs	940 hrs
Cold Patch Hours	104 hrs	136 hrs
Curb Repair Hours	38 hrs	64 hrs

**Traffic Signs Repaired and / or Replaced:**

Sign Maintenance Hours	336 hrs	198 hrs
Regulatory Signs	121	13
Warning Signs	42	7
Street Name & Informative Signs	11	7

In July the Street Department started a city wide sign clean up project that involves moving, replacing, or removing signs altogether in an effort to clean up the right of way of many unnecessary signs.

**Miscellaneous:**

Dead Animals Removed From Right - of - Way	33	12
Clean Up Oil / Fuel Spills In The Roadways	12 hrs	0 hrs
Post No Parking for The LPGA Marathon Classic	32 hrs	0 hrs
Haul Recycled Concrete for Disposal	31 tons	94 tons
Road Grading	16 hrs	0 hrs
Traffic signal maintenance	92 hrs	8 hrs
Pressure wash decorative concrete	272 hrs	0 hrs
Seal decorative concrete	204 hrs	0 hrs
Courthouse curb repair	72 hrs	0 hrs
Equipment maintenance	328 hrs	
Shop/Grounds maintenance	160 hrs	

**Special Event Set Up:**

2022

2020

Special Events Total Hours

121 hrs

8 hrs

July 4th Fireworks

Yoga Festival

Church Rummage Sale

Sylvania Triathlon

Sylvania Super kids Triathlon

The LPGA Marathon Classic

Ridin Late in County Forty-Eight

Local Fest

5 Block Parties

Womens Trillium

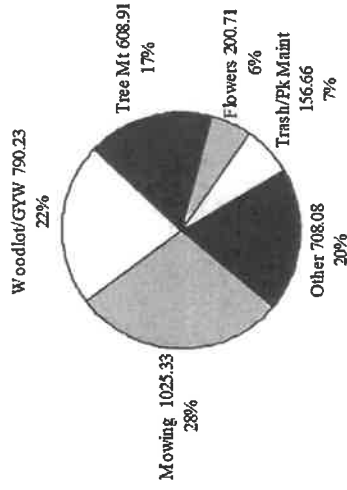
OH MI Run

*Michael Elliott*

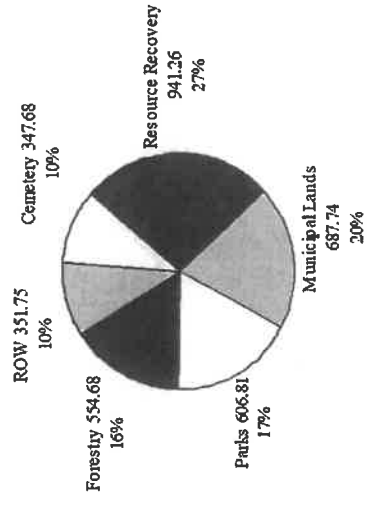
Michael Elliott  
Foreman of Streets  
10-Oct-22

# Parks & Forestry Quarterly Report : July - September, 2022

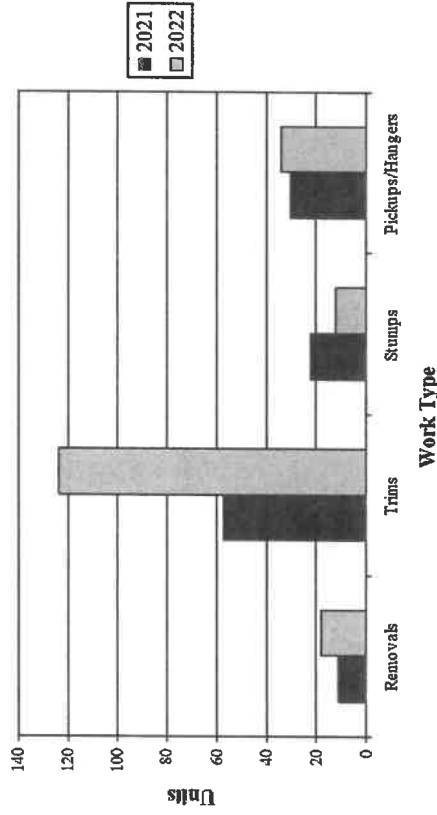
## Man-Hours by Work Type



## Man-Hours by Account



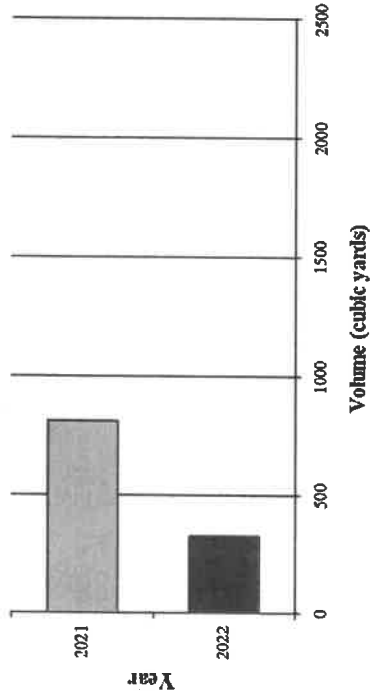
## 2021-2022 Work Comparison



# Parks & Forestry Quarterly Report : July – Sept. 2022

## Green Yard Waste

2021 - 2022 Cu Yds. of Compost Sold



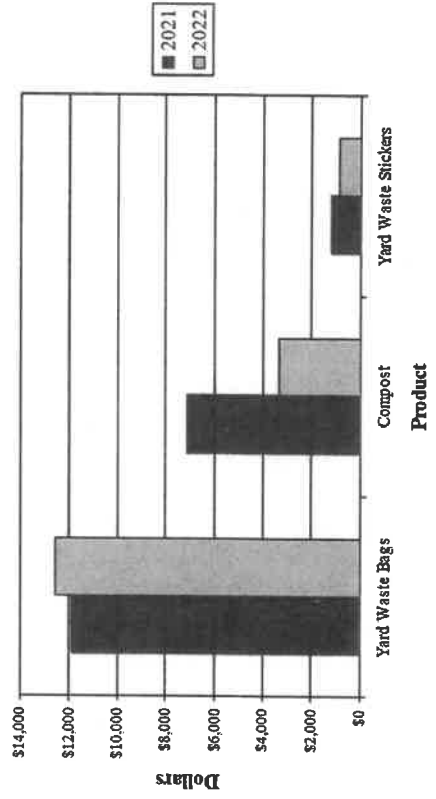
Volume Collected (cubic yards)

\* Route A 222.0~

\* Route B 235.0~

~ Processed Volume

2021- 2022 Revenue Comparison



City of Sylvania  
2022 Quarterly Reports  
Zoning Operation

<b>Zoning Office Key Statistics</b>	2021 3rd Qtr	2022 3rd Qtr
Residential Renovations, Additions & Accessory	10	14
New Dwelling (Residential)	0	6
***Estimated Valuation***		
New Commercial Construction	0	0
Commercial Additionas & Renovations	5	8
Demolition Permits Issued	2	1
Swimming Pool Permits Issued	6	5
Sidewalk Permits Issued	19	15
Fence Permits	16	23
Food Truck Permits	0	8

<b>Municipal Planning Commission</b>		
Lot Splits	0	0
Council Referrals	2	1
Site Plan Review	0	0

<b>Architectural Board of Review</b>		
Sign Reviews	11	7
Facility reviews	0	2

<b>Zoning Complaints</b>		
On Site Inspections	32	35
Open Zoning Complaints	24	23
Closed Zoning Complaints	8	12
Letters & Warnings Sent	9	9



**DIVISION OF UTILITIES**  
DAVID W. FRANCE, UTILITY MANAGER

**3rd Quarter 2022**

<b>Utilities</b>	<b>1st Qtr</b>	<b>2nd Qtr</b>	<b>3rd Qtr</b>	<b>4th Qtr</b>	<b>Y-T-D</b>	<b>Prior Year</b>
Number of Payments Received	20,815	20,106	20,783		61,704	82,057
Total Collection Water	\$990,888.36	\$940,547.11	\$1,494,281.41		\$3,425,716.88	\$4,590,243.13
Total Collection Sewer	\$749,302.74	\$723,833.67	\$872,708.05		\$2,345,844.46	\$2,996,694.24
Total Collection Refuse	\$168,760.55	\$162,623.86	\$168,505.69		\$499,890.10	\$638,909.29
Total Collection On/Off	\$0.00	\$26.70	\$23.30		\$50.00	\$0.00
Total Collection Fire	\$910.79	\$899.70	\$846.41		\$2,656.90	\$3,583.68
Total Collection Misc	\$3,622.63	\$3,094.58	\$2,932.64		\$9,649.85	\$12,411.19
Total Collection Water Tap Pay Plan	\$1,616.46	\$1,616.46	\$1,616.46		\$4,849.38	\$8,594.37
Total Collection Sewer Tap Pay Plan	\$0.00	\$0.00	\$0.00		\$0.00	\$3,144.12
Total Collection Tree Removal	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
<b>Utility/Zoning Permit Sales</b>						
Water Tap Permits	\$7,700.00	\$7,030.24	\$11,300.00		\$26,030.24	\$33,421.19
Water Cost Recovery	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
Sanitary Tap Permits	\$3,250.00	\$9,073.72	\$2,500.00		\$14,823.72	\$139,845.32
Sanitary Connection Fees	\$6,000.00	\$0.00	\$3,000.00		\$9,000.00	\$10,000.00
Sanitary Cost Recovery	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
Sanitary Project Reimbursement	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
Storm Tap Permits	\$1,250.00	\$760.48	\$1,000.00		\$3,010.48	\$2,750.00
Second Meter Permits	\$360.00	\$1,080.00	\$1,080.00		\$2,520.00	\$2,160.00
Hydrant Permits	\$0.00	\$1,100.00	\$0.00		\$1,100.00	\$2,100.00
Zoning Permits	\$5,007.97	\$7,145.00	\$6,496.35		\$18,649.32	\$32,261.49
<b>Service Dept Sales</b>						
Sewer and Sidewalk Licenses	\$860.00	\$1,330.00	\$390.00		\$2,580.00	\$4,619.13
Plans/Bid Documents	\$650.00	\$410.00	\$0.00		\$1,060.00	\$1,360.00
<b>Refuse/Green Yard Waste</b>						
Refuse Extra Bag Tags	\$362.25	\$474.75	\$459.75		\$1,296.75	\$2,876.75
Refuse Bulk Item Sticker	\$1,412.50	\$975.00	\$1,418.01		\$3,805.51	\$6,006.59
Green Yard Waster Stickers/Bags	\$12,841.08	\$16,296.92	\$3,052.07		\$32,190.07	\$30,496.33
<b>Misc.</b>						
Misc.		\$340.00		\$0.00	\$340.00	\$0.00
<b>Total Collection</b>	<b>\$1,954,795.33</b>	<b>\$1,878,658.19</b>	<b>\$2,571,610.14</b>	<b>\$0.00</b>	<b>\$6,405,063.66</b>	<b>\$8,521,476.82</b>

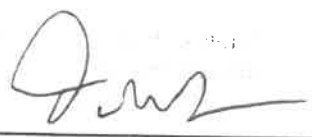
	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Y-T-D	Prior Year
Number of Water Accounts	7,327	7,328	7,335			
Number of Sewer Accounts	8,622	8,623	8,628			
Number of Water Tap Permits	9	3	3		15	20
Number of Sanitary Tap Permits	13	10	10		33	51
Number of Storm Tap Permits	5	3	3		11	15
Number of Second Meter Permits	1	3	1		5	6
	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Y-T-D	Prior year
Total Water Purchased (Gallons)	118,749,460	144,442,540	180,361,500		443,553,500	541,881,120
Average Daily Water Purchased	1,319,438	1,604,917	2,004,017		1,642,791	1,505,225
Total Sewer Flow (Gallons)	430,010,000	442,020,000	Unavailable		872,030,000	1,059,800,000
Average Daily Sewer Flow	4,777,889	4,911,333	Unavailable		4,844,611	2,943,889
Estimated Population Served-Water	21,400					
Estimated Population Served-Sewer	25,300					
Items Sold	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Y-T-D	Prior Year
Extra Bags	135	273	149		557	1188
Bulk Item	127	85	108		320	462
Green Yard Waste Sticker	578	507	67		1152	1091
Green Yard Bags	37	380	191		608	726
MTU's Replaced	399	78	12		489	947

**\*Activities To Be Performed\***

Continued Replacement of Meter Transmitters  
 Prepping for large meter replacement

**\*Progress This Period\***

- Systematic Cleaning of sewer collection system
- Implemented Online Refuse Complaint Form
- Maintenance and repairs of water distribution system
- Continued installation of Meter Transmitter Units
- Waiting on MTU's due to supply chain issues



David W. France  
 Utility Manager