

**Sylvania City Council**

March 18, 2024

**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 Mrs. Westphal.
3. Additions to the agenda.
4. Approval of the Council meeting minutes from March 4, 2024.
5. Proclamation presentation by Mayor Stough for the Discovery Shop.
6. Proposed Ordinance No. 40-2024, Revising the Administrative, Departmental and Divisional Organization of the City and the Codified Ordinances thereof by amending Sylvania Codified Ordinance Section 139.03 – Definition and Adoption of the Compensation Plan to create a “Senior Probation Officer” position.(Sylvania Municipal Court Judge Bonfiglio will be in attendance to present.)
7. Balfour Waterline Improvements & Resurfacing Project.
  - a. Service Director’s letter on Work Agreements.
  - b. Proposed Ordinance No. 41-2024, Authorizing the Mayor and Director of Finance to enter into a work agreement for tree removal with Randy S. Hall relative to this project.
  - c. Proposed Ordinance No. 42-2024, Authorizing the Mayor and Director of Finance to enter into a work agreement for tree removal with Stefanie N. Vine relative to this project.
8. Monroe Street Traffic Signal Improvements Project - Right-of-Way Acquisition(11-WD).
  - a. Service Director’s letter requesting ROW acquisition approval.
  - b. Proposed Ordinance No. 43-2024, Authorizing the Mayor and Director of Finance to enter into a purchase agreement with Hall Family Ventures, LLC for this project.
9. Monroe Street Traffic Signal Improvements Project - Right-of-Way Acquisition (25-T1, 25-T2).
  - a. Service Director’s letter requesting ROW acquisition approval.
  - b. Proposed Ordinance No. 44-2024, Accepting a temporary construction easement from Country Square Condominium for this project.
10. Monroe Street Traffic Signal Improvements Project - Right-of-Way Acquisition (32-WD, 32-T)
  - a. Service Director’s letter requesting ROW acquisition approval.
  - b. Proposed Ordinance No. 45-2024, Accepting a temporary construction easement from Boris Enterprises, LLC; authorizing the Mayor and Director of Finance to enter into a purchase agreement with same for this project.

11. Plummer Pool Pump Room Improvement Project.
  - a. Service Director's letter on accepting proposal.
  - b. Proposed Ordinance No. 46-2024, Accepting the proposal of Coyle Mechanical, Inc. for this project.
12. Street Sweeper Purchase.
  - a. Service Director's letter requesting purchase approval.
  - b. Proposed Ordinance No. 47-2024, Authorizing the Mayor and Director of Finance to accept the proposal of MTech Company for the provision on one new street sweeper for the Division of Streets, Department of Public Service.
13. Tandem Axle Dump Truck & Dump Body Purchase.
  - a. Service Director's letter requesting purchase approval.
  - b. Proposed Ordinance No. 48-2024, Authorizing the Mayor and Director of Finance to accept the proposal of Whiteford Kenworth for the provision of one new 2025 Kenworth T480 Cab/Chassis Tandem Axle for the Division of Streets, Department of Public Service.
  - c. Proposed Ordinance No. 49-2024, Authorizing the Mayor and Director of Finance to accept the proposal of Kalida Truck Equipment, Inc. for the provision of one new Tandem Axle Dump Truck Body for the Division of Streets, Department of Public Service.
14. Single Axle Dump Truck & Dump Body Purchase.
  - a. Service Director's letter requesting purchase approval.
  - b. Proposed Ordinance No. 50-2024, Authorizing the Mayor and Director of Finance to accept the proposal of Whiteford Kenworth for the provision of one new 2025 Kenworth T480 Cab/Chassis for the Division of Streets, Department of Public Service.
  - c. Proposed Ordinance No. 51-2024, Authorizing the Mayor and Director of Finance to accept the proposal of Kalida Truck Equipment, Inc. for the provision of one new Dump Truck Body for the Division of Streets, Department of Public Service.
15. Street Banner Application.
  - a. Application from Sylvania Schools.
  - b. Proposed Ordinance No. 52-2024, Approving the Banner Application of Sylvania Schools.
16. Petition for Zoning Ordinance Amendment SUP #1-2024, from Highland Meadows Golf Club for construction of an addition to existing storage building (Council referral to the Planning Commission).
17. Petition for Zoning Ordinance Amendment SUP #2-2024, from Sheetz for construction of approximately 6,239 square foot convenience and 8 island gas station with canopy (Council referral to the Planning Commission).
18. Planning Commission's recommendation on Proposed Ordinance No. 26-2024, Amending Part Eleven – Planning and Zoning Code of the Sylvania Codified Ordinances, 1979, as amended. (Public Hearing date has been set for April 1, 2024 at 7:00 p.m.)

19. Committee reports.
20. Committee referrals.

### **INFORMATION**

- A. Board of Architectural Review Meeting Minutes from March 13, 2024.
- B. Municipal Planning Commission Meeting Minutes from March 13, 2024

Minutes of the Meeting of Council  
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The Council of the City of Sylvania, Ohio met in regular session on March 4, 2024 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, Mary Westphal, Lyndsey Stough; (7) present; (0) absent.

Roll call:  
7 present.

Pledge of Allegiance to the United States of America led by Ms. Stough.

Pledge of  
Allegiance.

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

Additions to the agenda:

Item #20a. Proposed Ordinance No. 39-2024, Event Policy.

Item #22. Autism Certification update by Bill Sanford.

Item #23. Naturalization Ceremony information from Bill Sanford.

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

Agenda approval.

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

Mr. Frye presented the February 20, 2024 regular meeting minutes. Mr. Frye moved, Mrs. Westphal seconded, that since the Mayor, members of Council, and others had been furnished copies of these minutes prior to this meeting, Council dispense with the reading of these minutes at this time, and the journal of the minutes of the regular meeting of February 20, 2024 be approved; roll call vote being: Frye, Haynam, Hansen, McCann, Richardson, Westphal, Stough; (7) yeas; (0) nays. The motion carried.

Approval of the  
Feb. 20, 2024  
Meeting minutes.

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

Mayor Stough presented a proclamation for Developmental Disabilities Awareness Month to the Lucas County Board of Developmental Disabilities; Michele Myerholtz and Nabil Shaheen attended on their behalf.

Proclamation  
presentation for  
LCBDD.

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

Scott Sylak from the Lucas County Mental Health and Recovery Services Board gave a brief presentation requesting endorsement on their upcoming levy Issue 8. Mr. Haynam asked that proposed Resolution No. 3-2024 be added to the Council agenda for approval.

Issue 8 Levy  
Presentation.

Mr. McCann presented and read aloud by title only, proposed Resolution No. 3-2024, 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 10-year, 1.0 mill levy for the Mental Health and Recovery Services Board of Lucas County; and declaring an emergency."; Mr. McCann moved, Mr. Haynam seconded for passage of Resolution No. 3-2024 as an emergency measure; roll call vote being: Hansen, Haynam, Frye,

Res. No. 3-2024,  
Issue 8 Levy  
Endorsement.

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

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

Mr. Haynam moved, Ms. Stough seconded to enter into Executive Session for the purposes of discussion on pending litigation at 7:50 p.m.; roll call vote being: Haynam, McCann, Westphal, Richardson, Hansen, Frye, Stough; (7) yeas; (0) nays. The motion carried.

Executive  
Session: Pending  
Litigation.

Mr. Frye moved, Mr. McCann seconded to return from Executive Session to General Session at 8:58 p.m.; roll call vote being: Frye, Hansen, McCann, Westphal, Richardson, Haynam, Stough; (7) yeas; (0) nays. The motion carried.

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

Service Director's report on contract award was placed on file. Mr. Richardson presented and read aloud by title only, proposed Ordinance No. 29-2024, a written copy of same having been previously furnished to each member of Council "Accepting the proposal of Feller Finch & Associates, Inc. to provide professional engineering services for the Angola, Frankfort, McCord, Silica and Summit Resurfacing Project; appropriating funds therefore in the amount of \$21,400; and declaring an emergency."; Mr. Richardson moved, Mr. Haynam seconded for passage of Ordinance No. 29-2024 as an emergency measure; roll call vote being: Stough, Hansen, Haynam, McCann, Westphal, Richardson, Frye; (7) yeas; (0) nays. The motion carried.

Ordinance No.  
29-2024, "...  
Feller Finch...  
Angola Silica  
Summit  
Resurfacing..."

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

Service Director's letter requesting right-of-way acquisition approval was placed on file. Mr. Richardson presented and read aloud by title only, proposed Ordinance No. 30-2024, a written copy of same having been previously furnished to each member of Council "Accepting a temporary construction easement from Crestview of Ohio, Inc., n/k/a ProMedica Continuing Care Services Corporation for the Harroun Road and Ravine Drive Intersection Improvement Project; dedicating the temporary easement for public purposes; appropriating funds therefore in the amount of \$101,215; and declaring an emergency."; Mr. Richardson moved, Mrs. Westphal seconded for passage of Ordinance No. 30-2024 as an emergency measure; roll call vote being: Haynam, Hansen, McCann, Westphal, Richardson, Frye, Stough; (7) yeas; (0) nays. The motion carried.

Ordinance No.  
30-2024, "...  
ROW  
acquisition...  
Crestview...  
Harroun Ravine  
Intersection..."

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

Service Director's report on contract award was placed on file. Mr. Richardson presented and read aloud by title only, proposed Ordinance No. 31-2024, a written copy of same having been previously furnished to each member of Council "Accepting the proposal of American Structurepoint, Inc. to provide construction management services for the McCord Road Improvement Project; appropriating funds therefore in an amount not to exceed \$46,356; and declaring an emergency."; Mr. Richardson moved, Ms. Stough seconded for passage of Ordinance No. 31-2024 as an emergency measure; roll call vote being: Stough, Hansen, Frye, Haynam, McCann, Westphal, Richardson; (7) yeas; (0) nays. The motion carried.

Ordinance No.  
31-2024, "...  
American  
Structurepoint...  
McCord Road  
Project..."

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

Service Director's report on contract award was placed on file. Mr. Richardson presented and read aloud by title only, proposed Ordinance No. 32-2024, a written copy of same having been previously furnished to each member of Council "Accepting the proposal of American Structurepoint, Inc. to provide construction management services for the Oakland Court Improvement Project; appropriating funds therefore in an amount not to exceed \$72,208; and declaring an emergency."; Mr. Richardson moved, Mr. McCann seconded for passage of Ordinance No. 32-2024 as an emergency measure; roll call vote being: Hansen, Frye, Haynam, Stough, McCann, Westphal, Richardson; (7) yeas; (0) nays. The motion carried.

Ordinance No.  
32-2024, "...  
American  
Structurepoint...  
Oakland Court  
Project..."

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

Service Director's letter requesting approval of agreement was placed on file. Mr. McCann presented and read aloud by title only, proposed Ordinance No. 33-2024, a written copy of same having been previously furnished to each member of Council "Authorizing the Mayor and Director of Finance to enter into an Installment Payment Agreement for the Storm Sewer Tap Fee, Connection Fee and Service Line for the property at 5744 Roan Road, Sylvania, Ohio; and declaring an emergency."; Mr. McCann moved, Mrs. Westphal seconded for passage of Ordinance No. 33-2024 as an emergency measure; roll call vote being: Haynam, McCann, Westphal, Richardson, Frye, Stough, Hansen; (7) yeas; (0) nays. The motion carried.

Ordinance No.  
33-2204, "...  
Storm Sewer Tap  
Fee...5744 Roan  
Road..."

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

Service Director's letter requesting approval of agreement was placed on file. Mrs. Westphal presented and read aloud by title only, proposed Ordinance No. 34-2024, a

Ordinance No.  
34-2024, "..."

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written copy of same having been previously furnished to each member of Council “Authorizing the Mayor and Director of Finance to enter into a Joint Cooperation Agreement on behalf of this City of Sylvania with the Sylvania Area Joint Recreation District (“SAJRD”) relative to the Plummer Pool Improvement Project; and declaring an emergency.”; Mrs. Westphal moved, Mr. McCann seconded for passage of Ordinance No. 34-2024 as an emergency measure; roll call vote being: McCann, Westphal, Richardson, Haynam, Frye, Stough, Hansen; (7) yeas; (0) nays. The motion carried.

Joint  
Cooperation  
Agreement...  
SAJRD...  
Plummer  
Pool...”

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

Mr. Hansen presented and read aloud by title only, proposed Ordinance No. 35-2024, a written copy of same having been previously furnished to each member of Council “Authorizing the Mayor and Director of Finance to enter into a Second Amendment to the City’s agreement with Sylvania Compost & Recycling, LLC to provide green yard waste drop-off from September 1, 2024 through September 30, 2026; and declaring an emergency.”; Mr. Hansen moved, Mr. Haynam seconded for passage of Ordinance No. 35-2024 as an emergency measure; roll call vote being: Haynam, McCann, Westphal, Richardson, Frye, Stough, Hansen; (7) yeas; (0) nays. The motion carried.

Ordinance No.  
35-2024, “...  
Second  
Amendment...  
Sylvania  
Compost &  
Recycling...”

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

Mrs. Westphal presented and read aloud by title only, proposed Ordinance No. 36-2024, a written copy of same having been previously furnished to each member of Council “Revising the Administrative, Departmental and Divisional Organization of the City and the Codified Ordinances thereof by amending Sylvania Codified Ordinance Section 127.01 – Director and Deputy Director by adding a “Deputy Director of Public Service I” position from March 5, 2024 through May 31, 2024 at which time said Deputy Director of Public Service I position shall be eliminated; amending Sylvania Codified Ordinance Section 139.03(e)(3) to set the salary of the “Deputy Director of Public Service I” at \$115,673 annually and the Director of Public Service at \$127,182 annually commencing June 1, 2024 and thereafter; and declaring an emergency.”; Mrs. Westphal moved, Mr. Frye seconded for passage of Ordinance No. 36-2024 as an emergency measure; roll call vote being: Haynam, McCann, Richardson, Frye, Stough, Westphal, Hansen; (7) yeas; (0) nays. The motion carried.

Ordinance No.  
36-2024, “...  
Revising  
Codified Ord...  
Deputy Director  
of Public  
Services I...”

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

Safety Director’s letter requesting purchase approval was placed on file. Mr. Frye presented and read aloud by title only, proposed Ordinance No. 37-2024, a written copy

Ordinance No.  
37-2024, “...

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of same having been previously furnished to each member of Council "Authorizing the Mayor and Director of Finance to accept the proposal of Baumann Ford Oregon, LLC for the purchase of one new 2025 Ford Explorer for the Sylvania City Police Department; appropriating funds therefore in the amount of \$46,595.94; and declaring an emergency."; Mr. Frye moved, Mr. Hansen seconded for passage of Ordinance No. 37-2024 as an emergency measure; roll call vote being: McCann, Westphal, Haynam, Richardson, Frye, Stough, Hansen; (7) yeas; (0) nays. The motion carried.

Baumann Ford  
Oregon... 2025  
Ford Explore...  
Police Dept..."

Mayor Stough stated that Council will now consider agenda item 17.

Street Banner Application from Lourdes University was placed on file. Mr. Haynam presented and read aloud by title only, proposed Ordinance No. 38-2024, a written copy of same having been previously furnished to each member of Council "Approving the Banner Application of Lourdes University; authorizing the Zoning Administrator to indicate such approval on behalf of the City of Sylvania; and declaring an emergency."; Mr. Haynam moved, Mr. Hansen seconded for passage of Ordinance No. 38-2024 as an emergency measure; roll call vote being: Haynam, McCann, Westphal, Richardson, Frye, Stough, Hansen; (7) yeas; (0) nays. The motion carried.

Ordinance No.  
38-2024, "...  
Lourdes Banner  
Application..."

Mayor Stough stated that Council will now consider agenda item 18.

Mr. Frye presented and read aloud by title only, proposed Resolution No. 2-2024, a written copy of same having been previously furnished to each member of Council "A Resolution of the Council of the City of Sylvania declaring its intent to enter into a First Amendment to the Joint Economic Development District Agreement to add areas to the Joint Economic Development District; and declaring an emergency."; Mr. Frye moved, Mrs. Westphal seconded for passage of Resolution No. 2-2024 as an emergency measure; roll call vote being: Haynam, Westphal, Richardson, Frye, Stough, Hansen, McCann; (7) yeas; (0) nays. The motion carried.

Resolution No.  
2-2024, "... First  
Amendment...  
JEDD..."

Mr. Frye moved, Mr. Hansen seconded to set a Public Hearing for Monday, April 15, 2024 at 7:15 p.m. in Council Chambers at 6635 Maplewood Ave., Sylvania, Ohio to discuss the First Amendment to the Joint Economic Development District Agreement; roll call vote being: Westphal, Richardson, Frye, Stough, Haynam, Hansen, McCann; (7) yeas; (0) nays. The motion carried.

Set Public  
Hearing for  
JEDD.

Mayor Stough stated that Council will now consider agenda item 19.

Mr. Frye moved, Ms. Stough seconded to approve the Then and Now Certifications issued from November 27, 2023 through February 26, 2024; roll call vote being: Frye,

Then & Now  
Certifications.

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

Mayor Stough stated that Council will now consider agenda item 20a.

Mr. Haynam gave a brief report on the Zoning & Annexation Committee meeting held this date. The Sylvania Special Event Policy and Block Party Permit Application were discussed with a presentation from Chief Miller saying they are a comprehensive formalization of existing permit procedures with updated fee structures. It was agreed to have legislation added to the Council meeting for approval.

Z&A Committee  
meeting report.

Mr. Haynam presented and read aloud by title only, proposed Ordinance No. 39-2024, a written copy of same having been previously furnished to each member of Council "Adopting the City of Sylvania Event Handbook and the City of Sylvania Block Party Permit Application form; amending Section 311.02 – Parades and Assemblages; Block Parties, of the Sylvania Codified Ordinances, 1979, as amended; amending Section 1519.02; and declaring an emergency."; Mr. Haynam moved, Mr. Hansen seconded for passage of Ordinance No. 39-2024 as an emergency measure; roll call vote being: Haynam, Westphal, Richardson, Frye, Stough, Hansen, McCann; (7) yeas; (0) nays. The motion carried.

Ordinance No.  
39-2024, "...  
Event Handbook  
...Block Party  
Permit Form..."

Mayor Stough stated that Council will now consider agenda item 22.

Bill Sanford gave a brief report on the ongoing Autism Certification process for the City saying it is going very well with over 70% of employees having taken and passed the test necessary for the certification.

Autism  
Certification  
process update.

Mayor Stough stated that Council will now consider agenda item 23.

Bill Sanford extended an invitation to City Council on behalf of Southview High School Principal Kasey Vens for the Naturalization Ceremony taking place at Southview on March 13, 2024 at 9:00 a.m.

Naturalization  
Ceremony at  
SVHS 3/13/24.

Mayor Stough stated all agenda items have been addressed.

Mr. Frye moved, Mr. McCann seconded to adjourn at 9:40 p.m. Roll call vote being: Frye, Richardson, Westphal, Hansen, Stough, Haynam, McCann; (7) yeas; (0) nays.

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Adjournment.

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

\_\_\_\_\_  
Mayor

# P Proclamation

**Whereas:** The Sylvania American Cancer Society Discovery Shop has received the Denise Noel Award from the American Cancer Society that recognizes the greatest annual increase in sales of their 60 locations; and

**WHEREAS:** store manager, Anita Schuller, has gone above and beyond to connect with the Sylvania Community and has made the Discovery Shop a place where volunteers and customers feel welcome; and

**WHEREAS:** Denise Noel founded the first Discovery Shop in San Fernando, California in 1965 and this annual award of the top store is named in her honor; and

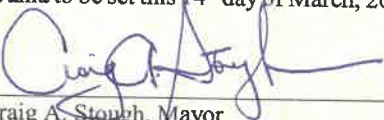
**WHEREAS:** Funds raised at the Discovery Shop support the American Cancer Society's mission to improve the lives of people with cancer and their families through advocacy, research and patient support to ensure that everyone has an opportunity to prevent, treat and survive cancer.

**NOW, THEREFORE, I,** Craig A. Stough, Mayor, do hereby proclaim Monday the 18<sup>th</sup> of March, 2024 as

## DISCOVERY SHOP DAY

in the City of Sylvania.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the official seal of the City of Sylvania to be set this 14<sup>th</sup> day of March, 2024.

  
\_\_\_\_\_  
Craig A. Stough, Mayor  
City of Sylvania, State of Ohio

6

**ORDINANCE NO. 40-2024**

**REVISING THE ADMINISTRATIVE, DEPARTMENTAL AND  
DIVISIONAL ORGANIZATION OF THE CITY AND THE CODIFIED  
ORDINANCES THEREOF BY AMENDING SYLVANIA CODIFIED  
ORDINANCE SECTION 139.03 – DEFINITION AND ADOPTION OF THE  
COMPENSATION PLAN TO CREATE A “SENIOR PROBATION  
OFFICER” POSITION; AND DECLARING AN EMERGENCY.**

WHEREAS, the Judge of the Sylvania Municipal Court has requested that a new “Senior Probation Officer” be added to Section 139.03(d)(3) of the Sylvania Municipal Code at a salary of \$66,777.60 annually.

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

SECTION 1. That Section 139.03(d)(3) of the Codified Ordinances of Sylvania, 1979, as amended, be and it is, hereby further amended to read as set forth on the attached “Exhibit A” effective on and after March 19, 2024.

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

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

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the amendment to this Chapter should be provided for immediately. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by this Charter.

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

Passed, \_\_\_\_\_, 2024, as an emergency measure.

ATTEST:

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

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\* \* \*

\* \* \*

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\* \* \*

“Exhibit A”



7a.

DEPARTMENT OF PUBLIC SERVICE  
KEVIN G. ALLER, PE DIRECTOR

March 18, 2024

To: The Mayor and Members of Sylvania City Council

Re: **Balfour Road Waterline Improvements & Resurfacing Project**  
**Work Agreements – 5682 & 5726 Balfour**

Dear Mr. Mayor and Council Members:

Construction of the Balfour Road Waterline Improvements & Resurfacing Project is underway.

The Service Department received a request from the contractor to review additional tree removals required for waterline construction that were not noted on the plans at two locations. After the review we determined three (3) additional trees will need to be removed due to their close proximity to the right-of-way line and potential damages to their root systems from waterline trenching operations. If these trees are not removed they will rapidly decline and could cause safety issues.

The trees are on private property and will require a Work Agreement between the City and each affected property owner. The Work Agreements will allow the City to right to enter and remove the trees on private property. Our Parks & Forestry Department has conducted tree appraisals on these scheduled removals and have determined compensation values based on species and size.

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

- 5682 Balfour Road (56" Cottonwood) – Mr. Randy S. Hall, \$3,120
- 5726 Balfour Road (35" and 41" Silver Maple) – Ms. Stefanie N. Vine, \$4,380

Property owner payment for the Work Agreements would be funded from the 701-7525-53501 account. We request approval of the enclosed Work Agreements and authorization of payment.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kevin G. Aller".

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

75.

**ORDINANCE NO. 41-2024**

**AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO A WORK AGREEMENT FOR TREE REMOVAL WITH RANDY S. HALL RELATIVE TO THE BALFOUR ROAD WATERLINE IMPROVEMENTS & RESURFACING PROJECT; APPROPRIATING FUNDS THEREFORE; AND DECLARING AN EMERGENCY.**

WHEREAS, plans for the waterline improvements and resurfacing of Balfour Road in the City of Sylvania, Ohio have been completed; and,

WHEREAS, the Director of Public Service, by report dated March 18, 2024, has indicated that the waterline construction will require additional tree removals at 5682 Balfour Rd.; and,

WHEREAS, the Director of Public Service has recommended that the affected tree be removed as part of the project and the owner be compensated for the loss of the tree; and,

WHEREAS, Mr. Randy S. Hall is entitled to receive payment of just compensation representing value of a 56" Cottonwood Tree after an appraisal of the tree and he has executed and delivered a Work Agreement for Tree Removal for which he will be paid the sum of Three Thousand One Hundred Twenty Dollars (\$3,120.00), a copy of which Work Agreement for Tree Removal is attached hereto as "Exhibit A"; and,

WHEREAS, said Work Agreement for Tree Removal 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 Work Agreement for Tree Removal as executed and tendered as described on "Exhibit A" be, and the same hereby is, accepted from Randy S. Hall, the grantor therein.

SECTION 2. That the Director of Law is hereby directed to deliver the fully-executed Work Agreement for Tree Removal to the Director of Finance for retention by him as custodian of the records of this City.

SECTION 3. That, to provide funds for payment to the Grantor of said Work Agreement for Tree Removal hereby accepted, there is hereby appropriated from the **WATER FUND**, from funds therein not heretofore appropriated, to **Account No. 701-7525-53501 – Utility Improvements**, the sum of Three Thousand One Hundred Twenty Dollars (\$3,120.00).

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

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

SECTION 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the improvement of Balfour Road should proceed as soon as possible and accordingly the acquisition of the necessary work agreements 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, \_\_\_\_\_, 2024, as an emergency measure.

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

ATTEST:

APPROVED AS TO FORM:

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

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

APPROVED:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

## WORK AGREEMENT FOR TREE REMOVAL

This Agreement made and entered into between **Randy S. Hall**, hereinafter called the OWNER, and the **City of Sylvania**, hereinafter called the CITY.

WHEREAS, the Owner hereby covenants that he is the true and lawful Owner of 5682 Balfour Road and claims title by instrument recorded in Instrument Number 201007260030143 in the Deed Records of the Lucas County Recorder's Office; and,

WHEREAS, the Owner has agreed to grant the City, it's contractors or subcontractors, certain access rights needed for the Balfour Road Waterline Improvements & Resurfacing Project as shown in plans on file with the City; and,

WHEREAS, as a part of said Balfour Road Waterline Improvements & Resurfacing Project is it necessary to remove one 56" Cottonwood tree located at approximately Sta. 18+70, Right, for water line installation purposes; and,

WHEREAS, the City has field located this tree to be on private property and outside of the right-of-way of Balfour Road; and,

WHEREAS, the Owner has agreed to accept the City's determination of the value of the tree, based on an appraisal conducted by a certified arborist on behalf of the City of which a copy has been provided to the Owner; and,

WHEREAS, the City has agreed to pay the Owner the sum of three thousand one hundred twenty dollars (\$3,120), which represents the entire sum of money to be paid by the City to the Owner, for and in consideration of interest taken, damage from all causes, and the removal of the tree located on the subject property pursuant to the terms of this Work Agreement.

NOW THEREFORE, it is mutually understood and agreed between the parties as follows:

1. The Owner agrees to provide the City access on said property to remove said tree.
2. The City, it's contractors or subcontractors, shall perform the tree removal operations as a part of said Balfour Road Waterline Improvements & Resurfacing Project and will

remove said tree and grind the stump flush to grade.

3. The City, it's contractors or subcontractors, shall restore the tree removal area to a condition similar to what exists surrounding the tree area prior to the commencement of construction or better, subject to the project construction plans.

IN WITNESS WHEREOF, the Owner, **Randy S. Hall**, has hereunto set his hand this

8<sup>th</sup> day of March, 2024.

  
Randy S. Hall

STATE OF OHIO

}SS

COUNTY OF LUCAS,

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

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

Notary Public 



Ashley Jean Everett  
Notary Public, State of Ohio  
My Commission Expires  
03/04/2026

**City of Sylvania, Ohio**

By: \_\_\_\_\_

**Craig. A. Stough, Mayor**

By: \_\_\_\_\_

**Toby Schroyer, Director of Finance**

Approved:

\_\_\_\_\_  
**Leslie B. Brining, Director of Law**

ARBORICULTURAL & HORTICULTURAL APPRAISAL FIELD REPORT

**T**

Patrick O'Brien ISA Cert. No. OH-0117  
City of Sylvania, Div. of Parks and Forestry  
8425 Sylvania-Metamora Rd  
Sylvania, OH 43560

Parcel No.

Owner: Address: 5682 BARFORD  
City/State/Zip: Inspection Date: 3-7-24 Inspector: O'Brien

Project Description: BARFORD WARDEN

No.	Tree Species	Dia. (dbh)	Trunk Area <sup>2</sup>	Base Value <sup>3</sup>	Trunk Formula Method <sup>1</sup>				Location (Average)	Tree Value <sup>5</sup>
					Species <sup>4</sup> (0.05-1.0)	Condition (0.00-1.0)	Site (0.10-1.0)	Contribution (0.10-1.0)	Placement (0.10-1.0)	
1	COTONWOOD	56	1743.2	26023	.4	.6	.5	.5	.5	3120
2										
3										
4										
5										
Remarks:										
TOTAL										3120

<sup>1</sup> Council of Tree and Landscape Appraisers. 1992. Guide to Plant Appraisal. International Society of Arboriculture, Savoy, IL. 103p. Tree Value is determined by multiplying the Base Value, by each of three distinct valuations: Species, Condition and Location.

The Location Value is determined by averaging three subcategories: Site, Contribution and Placement.

<sup>2</sup> Trunk Area

Where: (DBH <= 30") Trunk Area = 0.7854(DP)

Where: (DBH > 30") Trunk Area = -0.335(DP) + 69.3(D) - 1087

<sup>3</sup> Base Value = (Trunk Area - 113.1) x \$14.00 + \$3201.00. Excludes trees < 12" in diameter (See<sup>4</sup>).

<sup>4</sup> Sydeman, T.D., A.D. Cook and R.L. Bishop. 1997. Guide to Plant Appraisal of Trees and Other Plants in Ohio. Ohio Chapter of the International Society of Arboriculture. Worthington, OH. 25p.

<sup>5</sup> Tree value rounded to the nearest \$10.00.

7C.

**ORDINANCE NO. 42-2024**

**AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO A WORK AGREEMENT FOR TREE REMOVAL WITH STEFANIE N. VINE RELATIVE TO THE BALFOUR ROAD WATERLINE IMPROVEMENTS & RESURFACING PROJECT; APPROPRIATING FUNDS THEREFORE; AND DECLARING AN EMERGENCY.**

WHEREAS, plans for the waterline improvements and resurfacing of Balfour Road in the City of Sylvania, Ohio have been completed; and,

WHEREAS, the Director of Public Service, by report dated March 18, 2024, has indicated that the waterline construction will require additional tree removals at 5726 Balfour Rd.; and,

WHEREAS, the Director of Public Service has recommended that the affected trees be removed as part of the project and the owner be compensated for the loss of the trees; and,

WHEREAS, Ms. Stefanie N. Vine is entitled to receive payment of just compensation representing value of a 35" Silver Maple Tree and a 41" Silver Maple Tree after an appraisal of the trees and she has executed and delivered a Work Agreement for Tree Removal for which she will be paid the sum of Four Thousand Three Hundred Eighty Dollars (\$4,380.00), a copy of which Work Agreement for Tree Removal is attached hereto as "Exhibit A"; and,

WHEREAS, said Work Agreement for Tree Removal 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 Work Agreement for Tree Removal as executed and tendered as described on "Exhibit A" be, and the same hereby is, accepted from Stefanie N. Vine, the grantor therein.

SECTION 2. That the Director of Law is hereby directed to deliver the fully-executed Work Agreement for Tree Removal to the Director of Finance for retention by him as custodian

of the records of this City.

**SECTION 3.** That, to provide funds for payment to the Grantor of said Work Agreement for Tree Removal hereby accepted, there is hereby appropriated from the **WATER FUND**, from funds therein not heretofore appropriated, to **Account No. 701-7525-53501 – Utility Improvements**, the sum of Four Thousand Three Hundred Eighty Dollars (\$4,380.00).

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

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

**SECTION 6.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the improvement of Balfour Road should proceed as soon as possible and accordingly the acquisition of the necessary work agreements 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, \_\_\_\_\_, 2024, as an emergency measure.

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

ATTEST:

APPROVED AS TO FORM:

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

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

APPROVED:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

## WORK AGREEMENT FOR TREE REMOVAL

This Agreement made and entered into between **Stefanie N. Vine**, hereinafter called the **OWNER**, and the **City of Sylvania**, hereinafter called the **CITY**.

WHEREAS, the Owner hereby covenants that she is the true and lawful Owner of 5726 Balfour Road and claims title by instrument recorded in Instrument Number 202312210041179 in the Deed Records of the Lucas County Recorder's Office; and,

WHEREAS, the Owner has agreed to grant the City, it's contractors or subcontractors, certain access rights needed for the Balfour Road Waterline Improvements & Resurfacing Project as shown in plans on file with the City; and,

WHEREAS, as a part of said Balfour Road Waterline Improvements & Resurfacing Project is it necessary to remove one 35" Silver Maple tree and one 41" Silver Maple tree located at approximately Sta. 22+30 and Sta. 22+60, Right, for water line installation purposes; and,

WHEREAS, the City has field located these trees to be on private property and outside of the right-of-way of Balfour Road; and,

WHEREAS, the Owner has agreed to accept the City's determination of the value of the trees, based on an appraisal conducted by a certified arborist on behalf of the City of which a copy has been provided to the Owner; and,

WHEREAS, the City has agreed to pay the Owner the sum of four thousand three hundred eighty dollars (\$4,380), which represents the entire sum of money to be paid by the City to the Owner, for and in consideration of interest taken, damage from all causes, and the removal of the trees located on the subject property pursuant to the terms of this Work Agreement.

NOW THEREFORE, it is mutually understood and agreed between the parties as follows:

1. The Owner agrees to provide the City access on said property to remove said tree.
2. The City, it's contractors or subcontractors, shall perform the tree removal operations as a part of said Balfour Road Waterline Improvements & Resurfacing Project and will

remove said tree and grind the stump flush to grade. The City also agrees to plant two new trees post-construction project using the approved City street tree list.

3. The City, it's contractors or subcontractors, shall restore the tree removal areas to a condition similar to what exists surrounding the tree area prior to the commencement of construction or better, subject to the project construction plans.

IN WITNESS WHEREOF, the Owner, **Stefanie N. Vine**, has hereunto set her hand this

8<sup>th</sup> day of March, 2024.

  
Stefanie N. Vine

STATE OF OHIO

}SS

COUNTY OF LUCAS,

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

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

Notary Public





Ashley Jean Everett  
Notary Public, State of Ohio  
My Commission Expires:  
03/04/2028

**City of Sylvania, Ohio**

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

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

Approved:

\_\_\_\_\_  
Leslie B. Brining, Director of Law

# ARBORICULTURAL & HORTICULTURAL APPRAISAL FIELD REPORT

**T**

Patrick O'Brien ISA Cert. No. OH-0117  
City of Sylvania, Div. of Parks and Forestry  
8425 Sylvania-Metamora Rd  
Sylvania, OH 43560

Parcel No.

Owner:

Address: 5726 BARFORD

City/State/Zip: SYLVANIA, OH 43560

Inspection Date: 3-7-24

Inspector: O'Brien

Project Description: BARFORD WATER LINK

No.	Tree Species	Dia. (dbh)	Trunk Formula Method					Location (Average)	Tree Value <sup>5</sup>
			Trunk Area <sup>2</sup>	Base Value <sup>3</sup>	Species <sup>4</sup> (0.05-1.0)	Condition (0.00-1.0)	Site (0.10-1.0)	Contribution (0.10-1.0)	Placement (0.10-1.0)
1	SILVER MAPLE	41	1191.2	18294	.6	.5	.5	.5	.5
2	SILVER MAPLE	35	928.1	14611	.6	.4	.5	.4	.5
3									
4									
5									
Remarks:									
TOTAL									4380.00

<sup>1</sup> Council of Tree and Landscape Appraisers. 1992. Guide to Plant Appraisal. International Society of Arboriculture, Savoy, IL. 103p. Tree Value is determined by multiplying the Base Value by each of three distinct valuations; Species, Condition and Location.

The Location Value is determined by averaging three subcategories: Size, Contribution and Placement

<sup>2</sup> Trunk Area

Where: (DBH <= 30") Trunk Area = 0.7854(DP)

Where: (DBH > 30") Trunk Area = -0.335(DP) + 69.3(D) - 1087

<sup>3</sup> Base Value = (Trunk Area - 113.1) x \$14.00 + \$3201.00. Excludes trees < 12" in diameter (See<sup>4</sup>).

<sup>4</sup> Syron, T.D., A.D. Cook and B.L. Bishop. 1997. Guide to Plant Appraisal of Trees and Other Plants in Ohio. Ohio Chapter of the International Society of Arboriculture. Worthington, OH. 29p.

<sup>5</sup> Tree value rounded to the nearest \$10.00.



8a.

DEPARTMENT OF PUBLIC SERVICE  
KEVIN G. ALLER, PE DIRECTOR

March 18, 2024

To: The Mayor and Members of Sylvania City Council

Re: **Right-of-Way Acquisition (11-WD) – Monroe Street Traffic Signal Improvements Project  
(Fifth Third/Major Magics, Corey Road, ProMedica Health & Wellness Center)**

Dear Mr. Mayor and Council Members:

The construction plans for the proposed traffic signal improvements at three intersections on Monroe Street have reached the 95% level of plan development. The intersections associated with this project include Fifth Third Bank/Major Magics, Corey Road, and ProMedica Health & Wellness Center/UBS. The final right-of-way plans have been submitted and the City authorized West Erie Realty, Ltd. to begin the right-of-way acquisition phase of the project on January 2, 2024 (Ord. 3-2024).

In order to accommodate the roadway improvements, the Service Department needs to acquire permanent right-of-way from Hall Family Ventures, LLC (Ownership 11 in the Right-of-Way Plan on file with the Service Department). The permanent right-of-way take is along the north side of Monroe Street at the Fifth Third Bank/Major Magics intersection and is necessary to accommodate a new traffic signal support.

The City has reached an agreement with the owner in consideration of \$2,220. Procurement of the permanent right-of-way take was a known project expense and was included in the 2024 capital improvement budget. Funds are available and allocated from account number 401-7635-53543. We would request approval of the enclosed permanent right-of-way contract for sale with Hall Family Ventures, LLC in the amount of \$2,220. Please call with any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kevin G. Aller".

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

8b.

**ORDINANCE NO. 43-2024**

**AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO A PURCHASE AGREEMENT WITH HALL FAMILY VENTURES, LLC FOR THE MONROE STREET TRAFFIC SIGNAL IMPROVEMENTS PROJECT; DEDICATING THE SAME FOR PUBLIC PURPOSES; APPROPRIATING FUNDS THEREFORE IN THE AMOUNT OF \$2,220; AND DECLARING AN EMERGENCY.**

WHEREAS, right-of-way plans for the Monroe Street Traffic Signal Improvements Project in the City of Sylvania, Ohio have been completed; and,

WHEREAS, the project includes traffic signal improvements at three intersections on Monroe Street – Fifth Third Bank/Major Magics, Corey Road, and ProMedica Health & Wellness Center/UBS and in order to accomplish these improvements, the City needs to acquire additional property from Hall Family Ventures, LLC; and,

WHEREAS, Hall Family Ventures, LLC is entitled to receive payment of just compensation representing the fair market value of the property after an appraisal of those rights and they have executed and delivered a Purchase Agreement to this City for which they will be paid the sum of Two Thousand Two Hundred Twenty Dollars (\$2,220.00), a copy of which Purchase Agreement is attached hereto as “Exhibit A”; and,

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

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

SECTION 1. That the Mayor and Director of Finance be, and they hereby are, authorized to enter into a Purchase Agreement as so executed and tendered as described on “Exhibit A” with Hall Family Ventures, LLC, the grantor therein.

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

the respective public purposes expressed in said Purchase Agreement.

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

SECTION 4. That, to provide funds for payment to the Grantor of said Purchase Agreement hereby accepted, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND**, from funds therein not heretofore appropriated, to **Account No. 401-7635-53543 – Traffic Signals**, the sum of Two Thousand Two Hundred Twenty Dollars (\$2,220.00).

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, \_\_\_\_\_, 2024, as an emergency measure.

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

ATTEST:

APPROVED AS TO FORM:

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

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

APPROVED:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

**WRITTEN CONSENT  
OF THE SOLE MEMBER  
OF  
HALL FAMILY VENTURES, LLC**

March 7, 2024

The undersigned, being the sole member ("Sole Member") of HALL FAMILY VENTURES, LLC, an Ohio limited liability company (the "Company"), pursuant to the authority of *Section 1706 of the Ohio Revised Code*, the all parties who would be entitled to a notice of a members' meeting for the purpose of taking the actions set forth below, hereby authorize, approve, and consent to, without a formal members' meeting, the adoption of the following resolutions, which shall continue the official acts and records of the Company:

**ASSET PURCHASE AGREEMENT**

**WHEREAS**, the undersigned has determined that it is in the best interests of the Company to enter into that certain Contract For Sale And Purchase Of Real Property (the "Purchase Agreement"), by and among the Company, and the City of Sylvania, Ohio ("Buyer"), in the substantially final form previously reviewed by the undersigned, pursuant to which the Buyer will purchase, and the Company will sell, a piece (87 square feet) of the Real Property owned by the Company located at 5842 Monroe St, Sylvania, Ohio 43560 in exchange for the consideration described in the Purchase Agreement (all capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement); and

**WHEREAS**, in connection with the Purchase Agreement, the undersigned have determined that it is in the best interests of the Company to enter into and deliver the other agreements and documents required to be delivered pursuant to the Purchase Agreement to which the Company is a party, in each case in the substantially final forms previously reviewed by the undersigned and such other documents as the undersigned deem necessary or advisable in connection with the consummation of the transaction the subject of the Purchase Agreement (collectively, the "Ancillary Documents").

**NOW, THEREFORE, BE IT RESOLVED**, that the Purchase Agreement and the Ancillary Documents, and all of the transactions contemplated thereby, are each hereby authorized, approved, confirmed and ratified in all respects;

**FURTHER RESOLVED**, that the Company be, and hereby is, authorized and directed to (i) enter into the Purchase Agreement and the Ancillary Documents to which the Company is a party, (ii) consummate the transactions contemplated thereby, and (iii) perform its obligations thereunder on the terms and conditions set forth therein;

**FURTHER RESOLVED**, that the undersigned be, and hereby is, authorized and directed to execute and deliver on behalf of the Company, the Purchase Agreement, and the Ancillary Documents to which the Company is a party, with such changes in text, form and terms thereof as

in her judgment, she may deem necessary, desirable or appropriate.

**GENERAL**

**FURTHER RESOLVED**, that Renee Hall, in her capacity as President, be, and hereby is, authorized and directed to execute and deliver on behalf of the Company any of the documents and agreements contemplated by the aforementioned resolutions of this Written Consent and to take any and all other action as she deems appropriate to effectuate the purpose of these resolutions;

**FURTHER RESOLVED**, that all acts and deeds heretofore done or actions taken by the undersigned, or any agent of the Company, for and on behalf of the Company, in entering into, executing, acknowledging or attesting any arrangements, agreements, instruments or documents which carry out the terms and intentions of any of the foregoing recitals and resolutions are hereby in all respects confirmed, approved and ratified as the act or acts of the Company; and

**FURTHER RESOLVED**, that this Written Consent may be executed in counterparts and by facsimile copy or other electronic transmission, each of which shall be deemed an original and all of which taken together constitute one and the same instrument.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the undersigned has executed this Written Consent as of the date first written above.

**SOLE MEMBER:**

DocuSigned by:  
  
FEE50ADEB97F43D...  
Renee Hall

[Written Consent of the Sole Member Hall Family Ventures, LLC.]

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

**PARCEL(S): 011-WD  
LUC-Monroe Street Traffic Signal Improvements**

This Agreement is by and between the City of Sylvania ["Purchaser"] and Hall Family Ventures, LLC ["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 \$2,220.00, 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 Hall Family Ventures, LLC have executed this Agreement on the date(s) indicated immediately below their respective signatures.

HALL FAMILY VENTURES, LLC

DocuSigned by:

*Renee Hall*

By:

Renee Hall

President

Title

Date: March 8, 2024

City of Sylvania

Craig A. Stough  
Mayor

Date:



## LEGAL DESCRIPTION

For: City of Sylvania

11\_WD- 0.002 acres

A parcel of land being part of Lot 1 of Country Club Plaza (Plat Book 59, Page 9), located in the Southwest Quarter of Section 11, Town 9 South, Range 6 East, City of Sylvania, Lucas County, Ohio and being further bounded and described as follows:

**Beginning** from a iron pipe found marking the Southeasterly corner of said Lot 1, said point also being on the Northerly existing right of say line of Monroe Street/State Route 51 (Station 656+58.54, 30.06' right);

1. Thence Northwesterly along the Northerly existing right of way line of said Monroe Street/State Route 51, North 45 degrees 06 minutes 01 seconds West, a distance of 14.36 feet to an iron pin set (Station 656+72.75, 30.16' right);
2. Thence Northeasterly along a line, North 44 degrees 20 minutes 59 seconds East, a distance of 4.84 feet to an iron pin set (Station 656+72.75, 35.00' right);
3. Thence Southeasterly along a line, South 45 degrees 11 minutes 01 seconds East, a distance of 15.87 feet to an iron pin set on the Easterly line of said Lot 1 (Station 656+57.07, 34.91' right);
4. Thence Southwesterly along the Easterly line of said Lot 1, South 61 degrees 37 minutes 27 seconds West, a distance of 5.08 feet to the **True Point of Beginning**, containing in all 0.002 acres of land more or less, subject however to all legal highways and prior easements of record.

Hall Family Ventures, LLC claims title by Instrument 20140819-0033422 of the Lucas County Records.

All 0.002 acres lie within Lucas County Parcel No. 82-14011.

The above legal description is based on a land survey performed during May of 2023, by DGL Consulting Engineers, LLC. and was prepared by Ronald J. Lumbrezer, Ohio Professional Surveyor #8029.

City of Sylvania  
11\_WD - 0.002 acres  
Page | 2

**NOTE:** The bearings in this legal description are based upon an assumed meridian and are used only for the purpose of describing angular measurements.

All references to "an iron pin set" are 5/8" diameter x 30" long iron pins with cap "DGL – RJL 8029"



Date: 11/8/23

Ronald J. Lumbrezer, P.S.  
Ohio Professional Surveyor #8029  
DGL Consulting Engineers, LLC  
3455 Briarfield Blvd, Suite E  
Maumee, Ohio 43537  
Phone: (419)535-1015, Ext 232  
11\_WD





9a.

DEPARTMENT OF PUBLIC SERVICE  
KEVIN G. ALLER, PE DIRECTOR

March 18, 2024

To: The Mayor and Members of Sylvania City Council

Re: **Right-of-Way Acquisition (25-T1, 25-T2) – Monroe Street Traffic Signal Improvements Project (Fifth Third/Major Magics, Corey Road, ProMedica Health & Wellness Center)**

Dear Mr. Mayor and Council Members:

The construction plans for the proposed traffic signal improvements at three intersections on Monroe Street have reached the 95% level of plan development. The intersections associated with this project include Fifth Third Bank/Major Magics, Corey Road, and ProMedica Health & Wellness Center/UBS. The final right-of-way plans have been submitted and the City authorized West Erie Realty, Ltd. to begin the right-of-way acquisition phase of the project on January 2, 2024 (Ord. 3-2024).

In order to accommodate the roadway improvements, the Service Department needs to acquire a temporary construction easement from Country Square Condominium (Ownership 25 in the Right-of-Way Plan on file with the Service Department). The temporary construction easement is along the north side of Monroe Street at the Corey Road intersection and is necessary for grading purposes.

The City has reached an agreement with the owner in consideration of \$2,455. Procurement of the temporary construction easement was a known project expense and was included in the 2024 capital improvement budget. Funds are available and allocated from account number 401-7635-53543. We would request approval of the enclosed temporary construction easement with County Square Condominium in the amount of \$2,455. Please call with any questions.

Sincerely,

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

915.

**ORDINANCE NO. 44-2024**

**ACCEPTING A TEMPORARY CONSTRUCTION EASEMENT FROM COUNTRY SQUARE CONDOMINIUM FOR MONROE STREET TRAFFIC SIGNAL IMPROVEMENTS PROJECT; DEDICATING THE TEMPORARY EASEMENT FOR PUBLIC PURPOSES; APPROPRIATING FUNDS THEREFORE IN THE AMOUNT OF \$2,455; AND DECLARING AN EMERGENCY.**

WHEREAS, the right-of-way plans for the Monroe Street Traffic Signal Improvements Project in the City of Sylvania, Ohio have been completed; and,

WHEREAS, the project includes traffic signal improvements at three intersections on Monroe Street – Fifth Third Bank/Major Magics, Corey Road, and ProMedica Health & Wellness Center/UBS and in order to accomplish these improvements, the City needs to acquire a temporary construction easement from Country Square Condominium; and,

WHEREAS, Country Square Condominium is entitled to receive payment of just compensation representing the fair market value of the temporary easement after an appraisal of those rights and he has executed and delivered a grant of temporary easement to this City for which they will be paid the sum of Two Thousand Four Hundred Fifty-Five Dollars (\$2,455.00), a copy of which grant of temporary easement is attached hereto as “Exhibit A”; and,

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

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

SECTION 1. That the temporary easement as to executed and tendered as described on “Exhibit A” be, and the same hereby is, accepted from Country Square Condominium, the grantor therein.

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

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

SECTION 4. That, to provide funds for payment to the Grantor of said temporary easement hereby accepted, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND**, from funds therein not heretofore appropriated, to **Account No. 401-7635-53543 – Traffic Signals**, the sum of Two Thousand Four Hundred Fifty-Five Dollars (\$2,455.00).

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

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

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

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

Passed, \_\_\_\_\_, 2024, as an emergency measure.

ATTEST:

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

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

### **TEMPORARY EASEMENT**

Country Square Condominium, the Grantor(s), in consideration of the sum of \$2,455.00, to be paid by The City of Sylvania, the Grantee, does grant to Grantee the temporary easement(s) to exclusively occupy and use for the purposes mentioned in Exhibit A the following described real estate:

**PARCEL(S): 025-T1,T2**

**LUC-MONROE STREET TRAFFIC SIGNAL IMPROVEMENT**

**SEE EXHIBIT A ATTACHED**

**Lucas County Current Tax Parcel No. 45-040112S**

**Prior Instrument Reference: MF 88-427A01, Lucas County Recorder's Office.**

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

The duration of the temporary easement(s) granted to the Grantee is 12 months immediately following the date on which the work described above is first commenced by the Grantee, or its duly authorized employees, agents, and contractors.

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

IN WITNESS WHEREOF Country Square Condominium has caused its name to be subscribed by Dan LaValley, its duly authorized President, Brad Darcangelo, its duly authorized Vice President, and Mark Bigelow, its duly authorized Vice President, the duly authorized agents on the \_\_\_\_ day of February, 2024.

COUNTRY SQUARE CONDOMINIUM

BY: [Signature]  
DAN LAVALLEY, PRESIDENT

BY: \_\_\_\_\_  
BRAD DARCANGELO, VICE PRESIDENT

BY: \_\_\_\_\_  
MARK BIGELOW, VICE PRESIDENT

Florida Broward  
STATE OF ~~OHIO~~, COUNTY OF ~~LUCAS~~ SS:

BE IT REMEMBERED, that on the 21st day of FEBRUARY, 2024, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Dan LaValley, President, ~~Brad Darcangelo, Vice President and Mark Bigelow, Vice President~~ who acknowledged being the duly authorized agent of Country Square Condominium, and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity. No oath or affirmation was administered to Dan LaValley, ~~Brad Darcangelo or Mark Bigelow~~ with regard to the notarial act.

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



[Signature]  
NOTARY PUBLIC  
My Commission expires: 11/18/2025

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

IN WITNESS WHEREOF Country Square Condominium has caused its name to be subscribed by Dan LaValley, its duly authorized President, Brad Darcangelo, its duly authorized Vice President, and Mark Bigelow, its duly authorized Vice President, the duly authorized agents on the 28<sup>th</sup> day of February, 2024.

COUNTRY SQUARE CONDOMINIUM

BY: \_\_\_\_\_  
DAN LAVALLEY, PRESIDENT

BY:   
BRAD DARCANGELO, VICE PRESIDENT

BY: \_\_\_\_\_  
MARK BIGELOW, VICE PRESIDENT

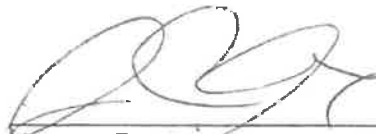
STATE OF OHIO, COUNTY OF LUCAS SS:

BE IT REMEMBERED, that on the 28<sup>th</sup> day of February, 2024, before me the subscriber, a Notary Public in and for said state and county, personally came the above named ~~Dan LaValley, President~~, Brad Darcangelo, Vice President ~~and Mark Bigelow, Vice President~~ who acknowledged being the duly authorized agent of Country Square Condominium, and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity. No oath or affirmation was administered to ~~Dan LaValley~~, Brad Darcangelo ~~or Mark Bigelow~~ with regard to the notarial act.

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



JOHN CONNOR GAVIN  
NOTARY PUBLIC, STATE OF OHIO  
My Commission Has No Expiration  
Section 147.03 R.C.

  
NOTARY PUBLIC

My Commission expires: \_\_\_\_\_

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

IN WITNESS WHEREOF Country Square Condominium has caused its name to be subscribed by Dan LaValley, its duly authorized President, Brad Darcangelo, its duly authorized Vice President, and Mark Bigelow, its duly authorized Vice President, the duly authorized agents on the 5 day of March, 2024.

COUNTRY SQUARE CONDOMINIUM

BY: \_\_\_\_\_  
DAN LAVALLEY, PRESIDENT

BY: \_\_\_\_\_  
BRAD DARCANGELO, VICE PRESIDENT

BY: Mark Bigelow  
MARK BIGELOW, VICE PRESIDENT

STATE OF OHIO, COUNTY OF LUCAS SS:

BE IT REMEMBERED, that on the 5 day of March, 2024, before me the subscriber, a Notary Public in and for said state and county, personally came the above named ~~Dan LaValley, President, Brad Darcangelo, Vice President~~ and Mark Bigelow, Vice President who acknowledged being the duly authorized agent of Country Square Condominium, and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity. No oath or affirmation was administered to Dan LaValley, Brad Darcangelo or Mark Bigelow with regard to the notarial act.

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



**Amy E. Disbrow**  
Notary Public, State of Ohio  
My Commission Expires  
February 17, 2026

Amy E. Disbrow  
NOTARY PUBLIC  
My Commission expires: 3/5/24

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



### LEGAL DESCRIPTION

For: City of Sylvania

25\_T1- 0.009 acres

A parcel of located in the Southwest Quarter of Section 11, Town 9 South, Range 6 East, City of Sylvania, Lucas County, Ohio and being further bounded and described as follows:

**Beginning** from a point on the Northerly existing right of way line of Monroe Street/State Route 51 (Station 647+10.00, 55.73' right);

1. Thence Northwesterly along the Northerly existing right of way line of said Monroe Street/State Route 51, being a curve to the right, said curve having a radius of 1391.39 feet, a delta of 01 degrees 32 minutes 44 seconds, a chord bearing of North 54 degrees 26 minutes 11 seconds West, a chord distance of 37.53 feet, a distance of 37.54 feet to a point (Station 648+10.00, 45.66' right);
2. Thence Northeasterly along a line, North 42 degrees 59 minutes 03 seconds East, a distance of 10.07 feet to a point (Station 648+10.00, 55.73' right);
3. Thence Southeasterly along a line, South 54 degrees 28 minutes 43 seconds East, a distance of 36.97 feet to a point (Station 647+70.00, 59.51' right);
4. Thence Southwesterly along a line, South 39 degrees 47 minutes 13 seconds West, a distance of 10.04 feet to the **True Point of Beginning**, containing in all 0.009 acres of land more or less, subject however to all legal highways and prior easements of record.

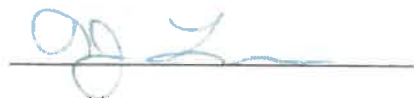
Country Square Condominium claims title by microfiche 88-427A01 of the Lucas County Records.

All 0.009 acres line within Lucas County Parcel No. 45-040112S.

The above legal description is based on a land survey performed during May of 2023, by DGL Consulting Engineers, LLC. and was prepared by Ronald J. Lumbrezer, Ohio Professional Surveyor #8029.

**NOTE:** The bearings in this legal description are based upon an assumed meridian and are used only for the purpose of describing angular measurements.

All references to "an iron pin set" are 5/8" diameter x 30" long iron pins with cap "DGL – RJI 8029"



Date: 11/8/23

Ronald J. Lumbrezer, P.S.  
Ohio Professional Surveyor #8029  
DGL Consulting Engineers, LLC  
3455 Briarfield Blvd, Suite E  
Maumee, Ohio 43537  
Phone: (419)535-1015, Ext 232  
25\_T1





**LEGAL DESCRIPTION**  
For: City of Sylvania

25\_T2-- 0.011 acres

A parcel of located in the Southwest Quarter of Section 11, Town 9 South, Range 6 East, City of Sylvania, Lucas County, Ohio and being further bounded and described as follows:

**Beginning** from a point on the Northerly existing right of way line of Monroe Street/State Route 51 (Station 646+10.00, 53.73' right);

1. Thence Northwesterly along the Northerly existing right of way line of said Monroe Street/State Route 51, being a curve to the right, said curve having a radius of 1391.39 feet, a delta of 02 degrees 23 minutes 26 seconds, a chord bearing of North 59 degrees 27 minutes 55 seconds West, a chord distance of 58.05 feet, a distance of 58.05 feet to a point (Station 646+90.00, 53.79' right);
2. Thence Northeasterly along a line, North 33 degrees 23 minutes 32 seconds East, a distance of 6.21 feet to a point (Station 646+90.00, 60.00' right);
3. Thence Southeasterly along a line, South 59 degrees 48 minutes 18 seconds East, a distance of 73.27 feet to a point (Station 646+10.00, 60.00' right);
4. Thence Southwesterly along a line, South 26 degrees 59 minutes 51 seconds West, a distance of 6.24 feet to the **True Point of Beginning**, containing in all 0.011 acres of land more or less, subject however to all legal highways and prior easements of record.


Country Square Condominium claims title by microfiche 88-427A01 of the Lucas County Records.

All 0.011 acres line within Lucas County Parcel No. 45-0401125.

The above legal description is based on a land survey performed during May of 2023, by DGL Consulting Engineers, LLC. and was prepared by Ronald J. Lumbrezer, Ohio Professional Surveyor #8029.

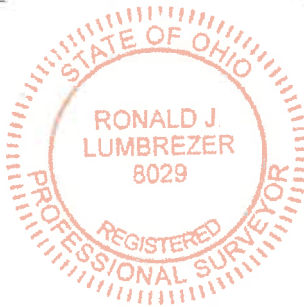
**NOTE:** The bearings in this legal description are based upon an assumed meridian and are used only for the purpose of describing angular measurements.

All references to "an iron pin set" are 5/8" diameter x 30" long iron pins with cap "DGL – RJI 8029"



Date: 11/8/23

Ronald J. Lumbrezer, P.S.  
Ohio Professional Surveyor #8029  
DGL Consulting Engineers, LLC  
3455 Briarfield Blvd, Suite E  
Maumee, Ohio 43537  
Phone: (419)535-1015, Ext 232  
25\_T2





10a.

DEPARTMENT OF PUBLIC SERVICE  
KEVIN G. ALLER, PE DIRECTOR

March 18, 2024

To: The Mayor and Members of Sylvania City Council

Re: **Right-of-Way Acquisition (32-WD, 32-T) – Monroe Street Traffic Signal Improvements Project (Fifth Third/Major Magics, Corey Road, ProMedica Health & Wellness Center)**

Dear Mr. Mayor and Council Members:

The construction plans for the proposed traffic signal improvements at three intersections on Monroe Street have reached the 95% level of plan development. The intersections associated with this project include Fifth Third Bank/Major Magics, Corey Road, and ProMedica Health & Wellness Center/UBS. The final right-of-way plans have been submitted and the City authorized West Erie Realty, Ltd. to begin the right-of-way acquisition phase of the project on January 2, 2024 (Ord. 3-2024).

In order to accommodate the roadway improvements, the Service Department needs to acquire both permanent right-of-way and a temporary construction easement from Boris Enterprises, LLC (Ownership 32 in the Right-of-Way Plan on file with the Service Department). The permanent right-of-way take is along the south side of Monroe Street at the ProMedica Health & Wellness Center/UBS intersection and is necessary to accommodate new traffic signal infrastructure. The temporary construction easement is within the driveway center island area for UBS and is necessary for driveway replacement work.

The City has reached an agreement with the owner in consideration of \$22,900. Procurement of the permanent right-of-way and temporary construction easement were known project expenses and were included in the 2024 capital improvement budget. Funds are available and allocated from account number 401-7635-53543. We would request approval of the enclosed permanent right-of-way and temporary construction easement contract for sale with Boris Enterprises, LLC in the amount of \$22,900. Please call with any questions.

Sincerely,

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

**ORDINANCE NO. 45-2024**

**ACCEPTING A TEMPORARY CONSTRUCTION EASEMENT FROM BORIS ENTERPRISES, LLC; AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO A PURCHASE AGREEMENT WITH BORIS ENTERPRISES, LLC FOR THE MONROE STREET TRAFFIC SIGNAL IMPROVEMENTS PROJECT; DEDICATING THE SAME FOR PUBLIC PURPOSES; APPROPRIATING FUNDS THEREFORE IN THE AMOUNT OF \$22,900; AND DECLARING AN EMERGENCY.**

WHEREAS, the right-of-way plans for the Monroe Street Traffic Signal Improvements Project in the City of Sylvania, Ohio have been completed; and,

WHEREAS, the project includes traffic signal improvements at three intersections on Monroe Street – Fifth Third Bank/Major Magics, Corey Road, and ProMedica Health & Wellness Center/UBS and in order to accomplish these improvements, the City needs to acquire additional property and also a temporary construction easement for the driveway center island area for UBS from Boris Enterprises, LLC; and,

WHEREAS, Boris Enterprises, LLC is entitled to receive payment of just compensation representing the fair market value of the property after an appraisal of those rights and they have executed and delivered a Purchase Agreement to this City for which they will be paid the sum of Twenty-Two Thousand Nine Hundred Dollars (\$22,900.00), a copy of which Purchase Agreement is attached hereto as “Exhibit A”; and,

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

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

SECTION 1. That the Mayor and Director of Finance be, and they hereby are, authorized to enter into a Purchase Agreement as so executed and tendered as described on “Exhibit A” with Boris Enterprises, LLC, the grantor therein.

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

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

SECTION 4. That, to provide funds for payment to the Grantor of said Purchase Agreement hereby accepted, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND**, from funds therein not heretofore appropriated, to **Account No. 401-7635-53543 – Traffic Signals**, the sum of Twenty-Two Thousand Nine Hundred Dollars (\$22,900.00).

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, \_\_\_\_\_, 2024, as an emergency measure.

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

ATTEST:

APPROVED AS TO FORM:

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

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

APPROVED:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

**PARCEL(S): 032-WD,T  
LUC-Monroe Street Traffic Signal Improvements**

This Agreement is by and between the City of Sylvania ["Purchaser"] and Boris Enterprises, LLC, an Ohio limited liability company, ["Seller"; "Seller" includes all of the foregoing named persons or entities]. Purchaser and Seller are referred to collectively in this Agreement as "Parties."

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

**1. Price and Consideration**

Purchaser shall pay to Seller the sum of \$22,900.00, 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 Boris Enterprises, LLC, an Ohio limited liability company have executed this Agreement on the date(s) indicated immediately below their respective signatures.

BORIS ENTERPRISES, LLC, AN OHIO LIMITED  
LIABILITY COMPANY

By: 

Title

Member

Date:

3/4/24

City of Sylvania

Craig A. Stough  
Mayor

Date:

\_\_\_\_\_



## LEGAL DESCRIPTION

For: City of Sylvania

32\_WD- 0.018 acres

A parcel of land being part of Lot 1 of Corey Point Park (instrument 20060825-0057152), located in the Southwest Quarter of Section 11, Town 9 South, Range 6 East, City of Sylvania, Lucas County, Ohio and being further bounded and described as follows:

**Commencing** from the intersection of the centerline of Monroe Street/State Route 51 with the East line of the Southwest quarter of said Section 11 (referenced by a monument box found 12.95 feet North 68 degrees 40 minutes 38 seconds West) (Station 634+77.17);

Thence Northwesterly along the centerline of said Monroe Street/State Route 51, North 68 degrees 40 minutes 38 seconds West, a distance of 599.83 feet to a point (Station 640+77.00);

Thence Southwesterly along a line perpendicular to the centerline of said Monroe Street/State Route 51, South 21 degrees 19 minutes 22 seconds West, a distance of 52.00 feet to an iron pin set on the Southerly existing right of way line of said Monroe Street/State Route 51 and the **True Point of Beginning** of the Parcel herein described (Station 640+77.00, 52.00' left);

1. Thence Southwesterly along a line, South 43 degrees 07 minutes 27 seconds West, a distance of 8.08 feet to an iron pin set (Station 640+80.00, 59.50' left);
2. Thence Northwesterly along a line, North 68 degrees 40 minutes 38 seconds West, a distance of 90.00 feet to an iron pin set (Station 641+70.00, 59.50' left);
3. Thence Northwesterly along a line, North 36 degrees 39 minutes 54 seconds West, a distance of 17.69 feet to an iron pin set on the Southerly existing right of way line of said Monroe Street/State Route 51 (Station 641+85.00, 50.12' left);
4. Thence Southeasterly along Southerly existing right of way line of said Monroe Street/State Route 51, South 65 degrees 46 minutes 43 seconds East, a distance of 37.13 feet to a point on the Southerly existing right of way line of said Monroe Street/State Route 51 (Station 641+47.92, 52.00' left);
5. Thence Southeasterly along Southerly existing right of way line of said Monroe Street/State Route 51, South 68 degrees 40 minutes 38 seconds East, a distance of 70.92 feet to the **True**

**Point of Beginning**, containing in all 0.018 acres of land more or less, subject however to all legal highways and prior easements of record.

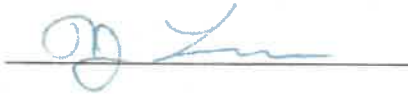
Boris Enterprises, LLC claims title by Instrument 20060825-0057116 of the Lucas County Records.

All 0.018 acres lie within Lucas County Parcel No. 82-93915.

The above legal description is based on a land survey performed during May of 2023, by DGL Consulting Engineers, LLC. and was prepared by Ronald J. Lumbrezer, Ohio Professional Surveyor #8029.

**NOTE:** The bearings in this legal description are based upon an assumed meridian and are used only for the purpose of describing angular measurements.

All references to "an iron pin set" are 5/8" diameter x 30" long iron pins with cap "DGL – RJL 8029"



Date: 11/8/23

Ronald J. Lumbrezer, P.S.  
Ohio Professional Surveyor #8029  
DGL Consulting Engineers, LLC  
3455 Briarfield Blvd, Suite E  
Maumee, Ohio 43537  
Phone: (419)535-1015, Ext 232  
32\_WD





### LEGAL DESCRIPTION

For: City of Sylvania

32\_T—0.002 acres

A parcel of land being part of Lot 1 of Corey Point Park (instrument 20060825-0057152), located in the Southwest Quarter of Section 11, Town 9 South, Range 6 East, City of Sylvania, Lucas County, Ohio and being further bounded and described as follows:

**Beginning** from a point at station 641+35.00, 64.68 feet left of the centerline of Monroe Street/State Route 51;

1. Thence Southwesterly along a line, South 21 degrees 19 minutes 22 seconds West, a distance of 5.50 feet to a point (Station 641+15.00, 65.00' left);
2. Thence Northwesterly along a line, North 68 degrees 40 minutes 38 seconds West, a distance of 15.00 feet to a point (Station 641+30.00, 65.00' left);
3. Thence Northeasterly along a line, North 21 degrees 19 minutes 22 seconds East, a distance of 5.50 feet to a point (Station 641+30.00, 59.50' left);
4. Thence Southeasterly along a line, South 68 degrees 40 minutes 38 seconds East, a distance of 15.00 feet to the **True Point of Beginning**, containing in all 0.018 acres of land more or less, subject however to all legal highways and prior easements of record.

Boris Enterprises, LLC claims title by Instrument 20060825-0057116 of the Lucas County Records.

All 0.002 acres lie within Lucas County Parcel No. 82-93915.

The above legal description is based on a land survey performed during May of 2023, by DGL Consulting Engineers, LLC. and was prepared by Ronald J. Lumbrezer, Ohio Professional Surveyor #8029.

**NOTE:** The bearings in this legal description are based upon an assumed meridian and are used only for the purpose of describing angular measurements.

All references to "an iron pin set" are 5/8" diameter x 30" long iron pins with cap "DGL – RJI 8029"



Date: 11/8/23

Ronald J. Lumbrezer, P.S.  
Ohio Professional Surveyor #8029  
DGL Consulting Engineers, LLC  
3455 Briarfield Blvd, Suite E  
Maumee, Ohio 43537  
Phone: (419)535-1015, Ext 232  
32\_T





11a.

DEPARTMENT OF PUBLIC SERVICE  
KEVIN G. ALLER, PE DIRECTOR

March 18, 2024

To: The Mayor and Members of Sylvania City Council

Re: **Construction Contract – Coyle Mechanical  
Plummer Pool Pump Room Improvements**

Dear Mr. Mayor and Council Members:

On March 4, 2024 City Council authorized the City to enter into a joint cooperation agreement with the Sylvania Area Joint Recreation District (SAJRD) for improvements to Plummer Pool (Ord. 34-2024). As a reminder, this project will replace the pool filtration and pumping system components and provide interior improvements to the bath house including a new community room, concessions enhancements, and ADA modifications for restroom accessibility.

The Service Department and SAJRD are ready to move forward with the pool filtration and pumping system improvement portion of the project at this time. The major work items will include replacing two pumps (main and feature) and associated piping, sand filter replacement, and motor starter replacements. We received a proposal from Coyle Mechanical, Inc. in the amount of \$74,900 to provide these necessary improvements.

The lease agreement with SAJRD limits their annual financial participation to \$10,000 and the City will be responsible for the remaining \$64,900. The City will administer the construction project and hold the contract with Coyle and request reimbursement from SAJRD after the work has been completed.

We would recommend approval of the Coyle Mechanical, Inc. proposal in the amount of \$74,900. This was not an anticipated project expense during our budget discussions last fall. However, due to changes in our green yard waste operations we do not plan to utilize capital funds that had been committed to a new front-end loader. Therefore, we request that we move forward with the above proposal utilizing Capital Improvement fund 401-7310-53405. Please call with any questions.

Sincerely,

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

11b.

**ORDINANCE NO. 46-2024**

**ACCEPTING THE PROPOSAL OF COYLE MECHANICAL, INC. FOR THE PLUMMER POOL PUMP ROOM IMPROVEMENT PROJECT; APPROPRIATING FUNDS THEREFORE IN THE AMOUNT OF \$74,900; AND DECLARING AN EMERGENCY.**

WHEREAS, Ordinance No. 34-2024, passed March 4, 2024, authorized the Mayor and Director of Finance to enter into a Joint Cooperation Agreement on behalf of the City of Sylvania with the Sylvania Area Joint Recreation District ("SAJRD") relative to the Plummer Pool Improvement Project; and,

WHEREAS, the proposed improvements will replace the pool filtration and pumping system components and provide interior improvements to the bath house including a new community room, concessions enhancements, and ADA modifications for restroom accessibility; and,

WHEREAS, the Director of Public Service, by report dated March 18, 2024, has recommended that the proposal of Coyle Mechanical, Inc. in the amount of \$74,900 to replace two pumps (main and feature) and associated piping, sand filter replacement, and motor starter replacements for the Plummer Pool Pump Room Improvement Project be accepted.

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

**SECTION 1.** That the proposal of Coyle Mechanical, Inc. in the amount of Seventy-Four Thousand Nine Hundred Dollars (\$74,900.00) for the replacement of two pumps and associated piping, sand filter replacement, and motor starter replacements for the Plummer Pool Pump Room Improvement Project, is hereby approved and accepted.

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

**SECTION 3.** That to provide funds for said contractor services hereby authorized, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore appropriated to **Account No. 401-7310-53405 – Park Equipment** the amount of Seventy-Four Thousand Nine Hundred Dollars (\$74,900.00), it being understood that SAJRD will contribute Ten Thousand Dollars (\$10,000.00) pursuant to the Joint Cooperation Agreement previously approved.

**SECTION 4.** It is hereby found and determined that all formal actions of this Council

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

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

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

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

Passed, \_\_\_\_\_, 2024, as an emergency measure.

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

ATTEST:

APPROVED AS TO FORM:

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

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

APPROVED:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

March 7, 2024

Quote #23-272 REV2

City of Sylvania  
6730 Monroe St.  
Sylvania, OH 43560

Attn: Joe Shaw  
Phone: 419-885-8967  
E-Mail: jshaw@cityofsylvania.com

**PROJECT: POOL PUMP/FILTER UPGRADES.**  
**LOCATION: PLUMMER POOL-6940 MAPLEWOOD AVE SYLVANIA, OH .43560**

**PRICE INCLUDES:**

- 1 – Pentair 10 HP Pool Pump #PEN340606.
- 1 – Pentair Water Pool & Spa Sand Filter (42" x 96) Horz.
- 1 – Pentair Water Pool & Spa Single Manifold w/Butterfly Valves (6")
- 56 – Best Pool Sandbags.
- Piping Supports.
- Demo & Disposal of Existing Equipment.
- 14 – Filter Gravel/Bags.
- Pool Pump/Filter Piping.
- Electric Disconnect/Reconnect.
- Freight.
- State Permit.

**PROJECT PRICE: \$54,355.00 \_\_\_\_ (INITIAL)**

**ALT 1 – FEATURE PUMP ALT.**

- Supply 1 – Pentair 10 HP Pump #PEN340606.
- Rework Pipe & Fittings.
- Add Pump Supports.
- Replace 2 – 6" Butterfly Valves.
- Replace 2 – 3" Butterfly Valves.
- Electrical Connection.

**BUDGET PRICE ALT 1 - \$13,897.00 \_\_\_\_ (INITIAL)**

**ALT 2 – ELECTRICAL UPGRADES.**

- 2 – Size 2 Motor Starters Ph. 3 w/Push Button Start.
- Siemens Motor Starter.
- Parts & Labor.

**BUDGET PRICE ALT 2 - \$ 6,648.00 \_\_\_\_ (INITIAL)**

<b>TOTAL PROJECT PRICE INCLUDING ALTERNATES: \$74,900.00</b>
--

We appreciate the opportunity to provide an estimate for your project. Please contact me if you have any questions or require additional information.

Thank you,  
**James D. Coyle**  
Owner / Estimator



**MECHANICAL** INC.

[www.coylemechanical.com](http://www.coylemechanical.com)

City of Sylvania

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Craig A. Stough, Mayor

---

Toby Schreyer, Director of Finance

Coyle Mechanical, Inc.

A blue ink signature of James D. Coyle, consisting of a stylized 'J' and 'C' followed by a horizontal line.

James D. Coyle, President



12a.

DEPARTMENT OF PUBLIC SERVICE  
KEVIN G. ALLER, PE DIRECTOR

March 18, 2024

To: The Mayor and Members of Sylvania City Council

Re: **Street Sweeper Purchase**

Dear Mr. Mayor and Council Members:

We are requesting approval to purchase a new street sweeper per the attached quote from MTech Company in the amount of \$376,356. If approved, this equipment will replace an existing 2007 Sterling A700 street sweeper.

This purchase is included in the 2024 Capital Improvement Plan and will be paid via account 401-7610-53405. The purchase is being made per Ohio Cooperative Purchase requirements.

Please call if you have any questions.

Sincerely,

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

12b.

**ORDINANCE NO. 47-2024**

**AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ACCEPT THE PROPOSAL OF MTECH COMPANY FOR THE PROVISION OF ONE NEW STREET SWEEPER FOR THE DIVISION OF STREETS, DEPARTMENT OF PUBLIC SERVICE; APPROPRIATING \$376,356 THEREFORE; AND DECLARING AN EMERGENCY.**

WHEREAS, the Streets Division is in need of a new street sweeper to replace its existing 2007 Sterling A700 street sweeper; and,

WHEREAS, the Director of Public Service has received a proposal from MTech Company for the purchase of one (1) new street sweeper at a cost of \$376,356 in accordance with the Ohio Cooperative Purchase requirements; and,

WHEREAS, the Director of Public Service, by report dated March 18, 2024, has recommended acceptance of the proposal of MTech Company to purchase one (1) new street sweeper for the Streets Division, Department of Public Service.

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

SECTION 1. That the Mayor and the Director of Finance be, and they hereby are, authorized to sign the proposal of MTech Company on behalf of this City, thereby indicating such approval and acceptance for the provision of one (1) new street sweeper for the Division of Streets, Department of Public Service.

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

SECTION 3. That, upon receipt of delivery of said street sweeper by the City of Sylvania, the Director of Finance is hereby authorized to issue his warrant or warrants in payment therefore from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore appropriated to **Account No. 401-7610-53405 – Equipment**, the total sum of Three Hundred Seventy-Six Thousand Three Hundred Fifty-Six Dollars (\$376,356.00).

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

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

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

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

Passed, \_\_\_\_\_, 2024, as an emergency measure.

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

ATTEST:

APPROVED AS TO FORM:

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

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

APPROVED:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

**Dealer**  
**MTech Company**

**Date**  
**2/22/2024**

**End User**  
**Sylvania, OH**

**P/O #**

## **V65h - Hydro** Standard Sweeper Equipment

### **Standard Factory Warranty: 2 years or 2,000 Hours**

Stainless Steel Cowling with 11/4" Sound Proof Liner	L.E.D Indicators on All Solenoid Plugs
Completely Covered & Sealed Auxiliary Engine Compartment	Step-Up Gear Box Driven Vacuum Fan via Fluid Coupler
10" Inside Diameter Vacuum Hose with Straight Inlet Design	Coolant/Oil Pressure Shutdown System
Electrical Over Hydraulic Hopper Lift System	Maxigap: In-Cab Vacuum Nozzle Tilt System
Molded Composite 50 Gallon Auxiliary Engine Fuel Tank w/ Locking Cap	28" Diameter Trailing Arm Design Gutter Brooms with LED Work Lights
8.5 Cubic Yard Stainless Steel Hopper with Lifetime warranty	16" x 50" Wide sweep Broom
55 degree Dump Angle of hopper	"Unhanded" Suction Nozzle & Gutter Broom Assemblies
Two (2) Hopper Drain Ports on Rear Door: 1- 3" Drain Hose and 1- 2" Ball Valve	In-Cab Dual Gutter Broom Speed Control
Two (2) Side Mounted Hopper Access Doors; LH & RH	In-Cab Gutter Broom Down Pressure Control
Two (2) Lockable Built-In Hopper Side Storage Lockers: LH & RH	Master Sweep Control Switch to Start/Stop All Sweeping Functions
415 Gallon Stainless Steel Water Tank w/ Lifetime Warranty	20 Gallon Hydraulic Oil Tank
Remote Ground Level Drains: Engine, Hydraulic, Gearbox Oil & Coolant	Catwalk 60" x 12"
Four (4) Gutter Broom Water Spray Jets Per Side	125 Micron Suction & 25 Micron Return Hydraulic Filters
Bumper Mounted Wide sweep Water Spray Bar with Four (4) Spray Jets	Hopper and Water Tank Interconnect
Four (4) Internal Water Spray Jets at each Vacuum Nozzle	Automatic Safety Body Prop with Hands Free Release
Remote Grease Zerk for Wide Sweep Pivot	Turbo III Precleaner for Auxiliary Engine
Handheld Pendant Wide Sweep Broom Down Pressure Control	25' Hydrant Hose with Coupling & Wrench
Inside or Outside Cab Handheld Pendant Dump Controls	Centralized Weatherproof Systems Locker with Strip LED Light
Electrical Wiring Color and Number Coded	25 ft. Wash-down Hose
Dust Proof Electrical Wiring - IP65 Standards	Two (2) Rear Mounted LED Strokes with Limb Guards
Water Proof Electrical Wiring - IP67 Standards	Body Paint Two Part Epoxy Factory White
In Cab integrated sweeper controls with data capture and to monitor performance	Engine Pack & Sweep Gear Powder Coated Gray
Stainless Steel Hopper Screens	1 each Sweeper Ops Manual & Parts & Service CD - English

QTY	ID Number	DESCRIPTION	Ohio STS	Selected
0	V65h-S	Single Gutter Broom with Pneumatic Flap	\$174,344	\$0
1	V65h-D	Dual Gutter Brooms with Pneumatic Flaps	\$180,041	\$180,041
1	Hydro-2020	Hydrostatic Powered Machine Heavy Duty Gearbox (HGB2-VS)	\$14,310	\$14,310
1	K30025	Gutter Broom In-Cab Tilt Control - Dual	\$4,786	\$4,786
0	K30218	Gutter Broom In-Cab Tilt Control - Single	\$2,393	\$0
1	K30653	Gutter Broom Lateral In-Cab Control - (Dual) available on Dual Sweep VTs only	\$2,862	\$2,862
0	K30652	Gutter Broom Lateral In-Cab Control - (Single) available on Single Sweep VTs only	\$1,484	\$0
1	K30022	Simultaneous Sweep	\$1,378	\$1,378
0	K30257	Widesweep Broom <u>Powascrub</u> - Added down pressure for SEVERE application. <b>NOTE:</b> Risk of Significant reduction in broom life	\$1,595	\$0
1	K30257D	Dual Gutter Broom <u>Powathrust</u> - Added down pressure for SEVERE application. <b>NOTE:</b> Risk of Significant reduction in broom life.	\$2,862	\$2,862
0	K30257S	Single Gutter Broom <u>Powathrust</u> - Added down pressure for SEVERE application. <b>NOTE:</b> Risk of Significant reduction in broom life.	\$1,590	\$0
0	K30018	Bonded Intake Ducts, Tubes and Heavy Duty Wearplates - Rubberized (Dual)	\$5,035	\$0
0	K30240	Bonded Intake Ducts, Tubes and Heavy Duty Wearplates - Rubberized (Single)	\$1,994	\$0
0	K39907	Additional Full Width Wide Mouth Nozzles (Requires HP Engine & Simultaneous Sweep Options)	\$17,206	\$0
1	K39901	Screen Vibrator - Pneumatic	\$1,908	\$1,908
1	K49904	EZ Clean - Hopper Body Flush Out (2 nozzles)	\$2,862	\$2,862
1	K30024	Catch Basin, Powaboom 8" Diameter includes two (2) Aluminum - 4 ft. <u>Crown</u> and 6 ft. <u>flanged</u> Extensions	\$10,028	\$10,028
0	K39911	Four (4) Foot Aluminum <u>Crown</u> extension.	\$636	\$0

QTY	ID Number	DESCRIPTION	Ohio STS	Selected
0	K39913	Four (4) Foot Aluminum <u>flanged</u> extension.	\$636	\$0
0	K39915	Six (6) Foot Aluminum <u>Crown</u> extension.	\$689	\$0
0	K39917	Six (6) Foot Aluminum <u>flanged</u> extension.	\$689	\$0
0	K39914	Extension Rack Rear door or mid-mounted; holds 2 extensions (Includes option subframe)	\$3,392	\$0
0	K30481	Spring Mounted Rear Littasatch	\$5,936	\$0
0	K30519	Supawash, 8 gpm, 1500 psi Handlance only	\$9,686	\$0
1	K30145	Supawash, 8 gpm, 1500 psi with Handlance, Wide Sweep Broom Spray Bar Rear Mounted & Suction Nozzle Spray Bar Rear Mounted.	\$11,167	\$11,167
0	K39908	Supawash, 8 gpm, 1500 psi with Handlance, Wide Sweep Broom Spray Bar Rear Mounted & Suction Nozzle Spray Bar Rear Mounted & Curb Nozzle	\$11,851	\$0
0	K31088	Rear Door Drain Valve - 4" diameter	\$1,590	\$0
0	K39999	Additional Stainless Steel Water Tank 225 Gallons - Adds 20 inches to WB Consult factory prior to placing order.	\$9,222	\$0
0	K30368	PM-10 Dual, available on Dual Sweep VTs. Adds 9 Extra Spray Nozzles Per Side	\$4,786	\$0
0	K30369	PM-10 Single, available on Single Sweep VTs. Adds 9 Extra Spray Nozzles	\$2,597	\$0
1	K30186	Split Arrow Stick, LED	\$2,849	\$2,849
0	K39914 SF	Option Subframe (required for Rear Door rack and Arrowboard Installation)	\$1,908	\$0
0	K12228	Fire Extinguisher 5 Pound	\$424	\$0
0	K30483	Strobe, Amber (Cab Mounted) LED with Limb Guard	\$1,007	\$0
0	K30151	Engine/Cowl Mounted Worklight LED	\$583	\$0
0	K30153	Work Lights Set of two (Rear mounted) LED	\$954	\$0
1	JNA001	Camera Single Rear Vision Displayed on JVM	\$1,908	\$1,908
0	JSL002	Cameras Dual Rear & Side Displayed on JVM	\$2,862	\$0
0	JSL003	Cameras: Triple Rear & Both Sides Displayed on JVM	\$3,988	\$0
1	PP 001	Preference Plus - extended functionality for custom monitoring, reporting and sweep settings.	\$1,595	\$1,595

QTY	ID Number	DESCRIPTION	Ohio STS	Selected
0	TM00001	Extra - Johnston Technical Manual - Paper Copy	\$456	\$0
0	TM00001	Extra Johnston Operator's Manual - Paper Copy	\$171	\$0
0	JNA100CD	Extra Johnston CD Manuals - Includes Operators, Parts, Service and Technical	\$342	\$0
0	K37633	Set of Spare Keys for Sweeper: Fuel Cap, Systems Locker or Side Lockers	\$239	\$0
0	K37635	Custom Paint Color: Sweeper Body and or Chassis. Dealer must provide a 3x5 paint sample and the RAL or PPG paint code. <b>GET QUOTE</b>	\$0	\$0

QTY	ID Number	DESCRIPTION	Ohio STS	Selected
0	AUTOLUBE	Auto Lube System	\$7,777	\$0
0	GBEXTRCH	GB Extended Reach	\$1,137	\$0
0	PAINT-MISC	Paint - Body or Cab, Standard Paint Colors Only	\$2,213	\$0
0	BRONZE	Bronze Sweeper Total 3 years or 4,500 Hours Parts and Labor	\$7,578	\$0
0	SILVER	Silver Sweeper Total 4 years or 6,000 Hours Parts and Labor	\$8,831	\$0
0	GOLD	Gold Sweeper Total 5 years or 7,500 Hours Parts and Labor	\$9,971	\$0
0	JCB3	JCB 3 years or 5,000 hours	\$2,872	\$0
0	JCB4	JCB 4 Years or 5,000 hours	\$3,350	\$0
0	JCB5	JCB 5 years or 5,000 hours	\$3,829	\$0
0	CUMMINS4	Cummins 4 years or 150,000 miles	\$2,735	\$0
0	CUMMINS5	Cummins 5 years or 150,000 miles \$	\$3,020	\$0
0	ALLISON2500	Allison 5 years unlimited miles 2500 RDS	\$1,555	\$0
0	ALLISON3500	Allison 5 years unlimited miles 3500 RDS	\$2,034	\$0
0	FTL3	Freightliner 3 years or 100,000 miles chassis warranty (excludes engine and transmission)	\$1,709	\$0
0	FTL5	Freightliner 5 years or 100,000 miles chassis warranty (excludes engine and transmission)	\$3,889	\$0
0	FTL7	Freightliner 7 years or 100,000 miles chassis warranty (excludes engine and transmission)	\$5,444	\$0
Sweeper Subtotal				\$238,556

## Standard Chassis Equipment

AM/FM/WB Radio CD, A/C, Dual Air Suspension Seats, Remote & Heated Mirrors, Back Up Alarm, Dualization, and Allison 3500 RDS Transmission, 2 group 31 batteries 2250 CCA, 160 amp Alternator, Battery disconnect, Right hand exhaust, power windows and locks. Two speed rear axle.

		Ohio STS	Selected
1	Freightliner M2 Conventional Chassis; CUMMINS B6.7 300HP 33K GVW, Allison RDS 3500 transmission. Single Speed Rear Axle - Ratio 6.14. Includes Chassis dualization.	\$137,800	\$137,800
<b>Note: A chassis being supplied by a customer or dealer must comply with all BMNA requirements or the chassis will be modified at customer's expense. Consult Factory Prior to Placing order. The customer is RESPONSIBLE for dualized steering.</b>			

QTY	SPECIAL CHASSIS OPTIONS AND MODIFICATIONS	Price
0		\$0
0		\$0
0		\$0
0		\$0
0		\$0
0		\$0
0		\$0

## DISCOUNTS

0	Trade In (If Applicable)	\$0	\$0
0	Additional Discounts	\$0	\$0
<b>Total with Body, Chassis, and Discounts</b>			<b>\$376,356</b>

DUE TO EXTREME MARKET VOLATILITY AND WORLDWIDE SUPPLY CHAIN ISSUES, ALL PRICES AND LEAD TIMES ARE SUBJECT TO CHANGE WITHOUT NOTICE. PLEASE CONFIRM CURRENT PRICING AND AVAILABILITY WITH YOUR MTECH SALES REP PRIOR TO PLACING YOUR ORDER. ALL ORDERS ARE ALSO SUBJECT TO POTENTIAL ADDITIONAL MATERIAL SURCHARGES IF WARRANTED BY CONTINUED INFLATION AND SUPPLY CHAIN ISSUES, WHICH WE WILL CONTINUE TO MONITOR CLOSELY.

If MTEch's trade-in offer is accepted, customer must turn their old equipment over to MTEch in complete working condition upon delivery of their new truck. All repairs must be completed and any wear and tear items must also be repaired or replaced at customer's expense prior to turning equipment into MTEch. Additionally, any vehicle must pass a certified DOT inspection before being traded in. MTEch reserves the right to perform an on-site inspection of the equipment being traded in prior to delivery and may deduct the cost of any outstanding repairs needed from the trade-in value owed to the customer at our sole discretion.



13a.

DEPARTMENT OF PUBLIC SERVICE  
KEVIN G. ALLER, PE DIRECTOR

March 18, 2024

To: The Mayor and Members of Sylvania City Council

Re: **Tandem Axle Dump Truck & Dump Body Purchase**

Dear Mr. Mayor and Council Members:

We are requesting approval to purchase a new tandem axle dump truck and dump body for service in our streets department per the attached quotes from Whiteford Kenworth and Kalida Truck Equipment respectively. If approved, this vehicle will replace an existing 2009 International tandem axle dump truck.

The cab and chassis will be purchased from Whiteford Kenworth in the amount of \$138,397. The dump body will be purchased from Kalida Truck Equipment in the amount of \$195,950.

The above purchases were included in the 2024 Capital Improvement Plan and will be paid via account 401-7610-53405. The purchases are being made per Ohio Cooperative Purchase requirements.

Please call if you have any questions.

Sincerely,

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

13b.

**ORDINANCE NO. 48-2024**

**AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ACCEPT THE PROPOSAL OF WHITEFORD KENWORTH FOR THE PROVISION OF A NEW 2025 KENWORTH T480 CAB/CHASSIS TANDEM AXLE FOR THE DIVISION OF STREETS, DEPARTMENT OF PUBLIC SERVICE; APPROPRIATING \$138,397 THEREFORE; AND DECLARING AN EMERGENCY.**

WHEREAS, a 2009 International tandem axle dump truck in the Streets Division is in need of replacement; and,

WHEREAS, the Director of Public Service has received a proposal from Whiteford Kenworth for the purchase of one (1) new 2025 T480 Cab and Chassis Tandem Axle at a total cost of \$138,397; and,

WHEREAS, the Director of Public Service, by report dated March 18, 2024, has recommended acceptance of the proposal of Whiteford Kenworth to purchase a new 2025 T480 Cab and Chassis Tandem Axle for the Streets Division, Department of Public Service.

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

SECTION 1. That the Mayor and the Director of Finance be, and they hereby are, authorized to sign the proposal of Whiteford Kenworth on behalf of this City, thereby indicating such approval and acceptance for the provision of a new 2025 Kenworth T480 Cab and Chassis Tandem Axle for the Division of Streets, Department of Public Service.

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

SECTION 3. That, upon receipt of delivery of said Kenworth T480 Cab and Chassis Tandem Axle by the City of Sylvania, the Director of Finance is hereby authorized to issue his warrant or warrants in payment therefore from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore appropriated to **Account No. 401-7610-53405 – Equipment**, the total sum of One Hundred Thirty-Eight Thousand Three Hundred Ninety-Seven Dollars (\$138,397.00).

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

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

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

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

Passed, \_\_\_\_\_, 2024, as an emergency measure.

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

ATTEST:

APPROVED AS TO FORM:

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

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

APPROVED:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

12650 Eckel Junction Road  
419-874-3511  
Perrysburg, OH 43551



**WHITEFORD  
KENWORTH**  
Division of Lower Great Lakes Kenworth, Inc.



4625 Western Avenue  
574-234-9007  
South Bend, IN 46619

PURCHASER CITY OF SYLVANIA PHONE (419) 261-9218 DATE 1/19/23  
ADDRESS 5509 HARROUN ROAD CITY SYLVANIA  
STATE OH ZIP 43560 COUNTY LUCAS EMAIL MElliott@cityofsylvania.com  
ENTER MY ORDER FOR: 1 MAKE KENWORTH MODEL T480 ENGINE CUMMINS  
VIN # TBD ☐ COE ☐ SLEEPER ☒ ORDER  
☒ CONV. ☒ NON-SLEEPER ☐ STOCK NO. TBD

PRICES ON ORDERED TRUCKS ARE SUBJECT TO INCREASE AS STATED IN TERMS AND CONDITIONS SECTION 6 ON PAGE 2

2025 KENWORTH T480 CAB AND CHASSIS- TANDEM AXLE		BASE PRICE	\$ 138,397.00
		PER ATTACHED SPECS	
FEDERAL EXCISE TAX (FET) <input type="checkbox"/> APPLICABLE <input checked="" type="checkbox"/> EXEMPT		FET	\$ 0.00
TABLE A		TAX RATE 0.00% SALES TAX	\$ 0.00
GROSS TRADE ALLOWANCE		REGISTRATION FEE	
- BALANCE OWED		TOTAL PRICE	\$ 138,397.00
= NET TRADE-IN ALLOWANCE \$ 0.00		LESS NET TRADE-IN ALLOWANCE	\$ 0.00
ALL TRADE-INS ARE SUBJECT TO A PHYSICAL APPRAISAL AT TIME OF DELIVERY		(TRANSFERRED FROM TABLE A)	
		BALANCE	\$ 138,397.00
TRADE:		RECEIPT NO.	
YEAR MAKE MODEL		DEPOSIT	
VIN # <input type="checkbox"/> COE <input type="checkbox"/> SLEEPER		LESS CASH DUE ON DELIVERY	
ENG. <input type="checkbox"/> CONV. <input type="checkbox"/> NON-SLEEPER		BALANCE DUE	\$ 138,397.00
LIENHOLDER		This contract is not assignable and is not cancellable except pursuant to the terms stated in Sections 2 and 6 on page 2. The terms and conditions of this sale are stated on both pages of this form, and those on the second page are as much a part of the agreement as if written on this page. No verbal understandings or promises whatsoever are a part of this agreement.	
EMAIL <u>MElliott@cityofsylvania.com</u>		The Purchaser certifies that he is 18 years of age or over and warrants that he is the true and lawful owner of the truck traded in and that it is free of all encumbrances whatsoever except as noted above.	
PHONE <u>(419) 261-9218</u>		The Purchaser acknowledges that he has read and understands the terms and conditions of this contract as it appears on this and the second page and has received a copy of this order.	
TITLE VERIFIED BY APPRAISER		ADDITIONAL TERMS AND CONDITIONS ON PAGE 2	
THIS TRUCK SOLD:		SIGNATURE	DATE
<input checked="" type="checkbox"/> WITH MANUFACTURER'S STANDARD NEW TRUCK WARRANTY		NAME OF PURCHASER	
<input type="checkbox"/> AS IS. I HEREBY MAKE THIS PURCHASE KNOWINGLY WITHOUT ANY GUARANTEE, EXPRESSED OR IMPLIED, BY DEALER OR HIS AGENT.		NAME OF SALESPERSON <u>Kyle S. Williams</u>	
THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE UNLESS OTHERWISE STATED IN THIS DOCUMENT. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE ITEM/ITEMS.		ACCEPTED BY	DATE
SIGNATURE		THIS ORDER NOT BINDING UNTIL ACCEPTED BY DEALER	



# QUOTE

**Kalida Truck Equipment, Inc.**  
30840 Tracy Rd  
Walbridge OH 43465  
(419) 666-3700

**Quote ID:** KLS0006846

**Quote Date:** 2/13/2024

**Quote Valid Until:** 3/14/2024

Page 1 of 4

**Customer:** City Of Sylvania Street Depart  
5509 Harroun Road  
Sylvania OH 43560  
(419) 885-8973

**Contact:** MIKE / RYAN

**Phone:** (419) 855-8973

**Email:** MELLIOTT@CITYOFSYLVANIA.COM

**Salesperson:** Kasey L Spence

Part Number	Qty	Description	Unit Price	Amount
SWENSON 14' APB	1	SWENSON 14' APB PACKAGE	\$171,200.00	\$171,200.00

**Sub Total:** \$171,200.00

**Sales Tax:** \$0.00

**Grand Total:** \$171,200.00

The following options may be added:

Part Number	Qty	Description	Unit Price	Amount	Add to Quote
BOSS PRE WET SYSTEM	1	VSI LEGACY 750 SERIES BOOM TYPE: 3 LANE BOOM CAPACITY: 750 GALLON CONSTRUCTOIN: STAINLESS STEEL ENGINE: 177 CC  ** KOHLER / HONDA ** ** CAN DO EITHER ENGINE, SAME PRICE **  ENGINE TYPE: GASOLINE HEIGHT: 57" HOSE REEL: 100' LENGTH: 108" LIGHTS: WORK AND STROBE LIGHTS POWER: 5.5 HP PUMP: BANJO EMPTY WEIGHT: 1,127 LBS FULL WEIGHT: 9,062 LBS WIDTH: 70"  ** LEGACY SPRAY BOOM 100" **  QUOTED INSTALLED IN A DUMP BODY	\$24,750.00	\$24,750.00	Yes / No

**BODY:**

SWENSON, 14' STAINLESS ALL PURPOSE BODY.

\*\*\* SHINY 4B STAINLESS STEEL FINISH \*\*\*

14' LONG X 7' WIDE (INSIDE DIMENSIONS).

42" TALL SIDES

6" WIDE SIDEBORD POCKETS

38 DEGREE SLOPED SIDES

FLOOR IS 3/16" AR450

52" HEADSHEET



**Kalida Truck Equipment, Inc.**  
**30840 Tracy Rd**  
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**(419) 666-3700**

## QUOTE

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**\*\*\* DUAL AUGERS \*\*\***

8 TOOTH SPROCKETS ON 2" DRIVE AND IDLER 1 SHAFTS  
SWING UNDER REAR SPINNER ASSEMBLY W/ 20" PLOY DISC  
REAR CORNER POST CONSTRUCTED OF 7G STAINLESS STEEL 201  
52" 6-PANEL DOUBLE ACTING TAILGATE W/ COAL DOOR  
THREE (3) OVALS IN EACH REAR CORNER POST  
TWO (2) 160 GALLON PRE WET TANKS, (1) PER SIDE.  
SIX (6) PANEL, AIR OPERATED REAR TAILGATE WITH EITHER A  
LEVER MOUNTED TO FLOOR OF CAB, OR SWITCH ON DASH  
(CHOOSE ONE).  
1/2 X 84" CAB SHIELD.  
RUBBER MUD FLAPS INSTALLED.  
STAINLESS STEEL HARDWARE INSTALLED WITH STANDARD  
STEEL UNDERSTRUCTURE.  
BODY TO HAVE NATURAL STAINLESS STEEL FINISH.  
STAINLESS STEEL FOLD-UP LADDER INSTALLED ON FRONT  
DRIVER SIDE OF BODY.  
REFLECTIVE DOT CONSPICUITY TAPE DOWN EACH SIDE OF BODY,  
AND ON TAILGATE.  
ECCO, ELECTRONIC BACK-UP ALARM.

\*CUSTOM MADE 3/4" STEEL HITCH PLATE WELDED-AND-  
REINFORCED TO THE CHASSIS FRAME WITH A 2" RECEIVER TUBE,  
7-WAY ROUND STYLE RV-PLUG, AND TWO (2) #B40 CHAIN LASHING  
D-RINGS.

\*FULL-RADIUS 'FLEET ENGINEERS' POLY FENDERS INSTALLED  
OVER EACH DRW, AND SECURED TO THE CHASSIS FRAME  
WITH STAINLESS STEEL BRACKETS.

\*VIBCO DUMP VIBRATOR INSTALLED ON THE UNDER-SIDE  
OF THE DUMP BODY, WITH OPERATIONAL PUSH BUTTON  
ON THE SIDE OF THE CENTER CONTROL TOWER IN CAB.

**HOIST:**

MAILHOT MODEL #CS90-4.5-3 -- FRONT TELESCOPIC TRUNION  
MOUNT HOIST.  
DOUBLE ACTING POWER UP AND POWER DOWN.  
DIRECT LIFT HOIST WITH SAFETY BODY PROP.  
32 TON LIFTING CAPACITY AT INITIAL TAKE OFF AND 14 TON AT  
ITS WEAKEST POINT.  
PRIMED AND PAINTED BLACK IN COLOR.  
INSTALLED.

**STROBE LIGHTING:**

SOUND-OFF SIGNAL, LIGHTING PACKAGE AS FOLLOWS:  
\*DUAL COLOR MINI LIGHTBAR INSTALLED ON TOP OF CAB.  
OPERATIONAL SWITCH IN CERTIFIED POWER CENTER CONSOLE.  
(SELECT LIGHTBAR FLASH COLORS UPON ORDER).  
\*EIGHT (8) SOUND-OFF OVAL DUAL COLOR GROMMET MOUNTED  
STROBE LIGHTS. TWO OF THEM INSTALLED IN THE FRONT  
OF THE CAB SHIELD FACING FORWARD. ONE INSTALLED IN  
THE DRIVER SIDE OF THE CAB SHIELD FACING OUTWARD.  
ONE OF THEM INSTALLED IN THE PASSENGER SIDE OF THE  
CAB SHIELD FACING OUTWARD. ONE INSTALLED IN A STAINLESS  
STEEL LIGHT BOX WELDED TO THE DRIVER SIDE OF THE CAB  
SHIELD FACING THE REAR. ONE INSTALLED IN A STAINLESS  
STEEL LIGHT BOX WELDED TO THE PASSENGER SIDE OF THE CAB



## QUOTE

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**Kalida Truck Equipment, Inc.**  
**30840 Tracy Rd**  
**Walbridge OH 43465**  
**(419) 666-3700**

SHIELD FACING THE REAR.  
AND ONE IN THE EACH REAR CORNER POST.  
(VERIFY DUAL FLASH COLORS UPON ORDER).

#### MISC LIGHTING:

BOSS SNOWPLOW, LED SNOWPLOW LIGHTS WITH ICE SHIELD TECHNOLOGY.  
INSTALLED ON THE HOOD OF THE TRUCK ON STAINLESS STEEL MOUNTING BRACKETS.  
LED STOP/TAIL/TURN/REVERSE LIGHTS INSTALLED IN THE REAR CORNER POST OF THE DUMP BODY.  
LED SALT-SPREADER WORK LIGHT INSTALLED ON SALT-SPREADER WITH A FOUR PRONG FEMALE PLUG RECESSED INTO THE STREETSIDE REAR CORNER POST FOR EASY PLUG/UNPLUG.  
THREE (3) LIGHT CLUSTER MOUNTED ON REAR HOIST CROSSMEMBER.  
FMVSS STANDARD SAFETY MARKER LIGHTS INSTALLED IN THE BODY.  
CHASSIS LIGHTS INSTALLED IN REAR HITCH PLATE.  
ALL EXPOSED WIRES FOR LIGHTS/STROBES RAN IN PLASTIC AIRLINE WITH ALL AIRLINE AND LIGHT CABLES SECURED TO BODY AND FRAME WITH RUBBER COATED BOLT-ON CLIPS.

#### HYDRAULIC SYSTEM:

CERTIFIED POWER HYDRAULIC SYSTEM AS FOLLOWS:  
FURNISH AND INSTALL TRANSMISSION MOUNTED "HOT SHIFT" WETSPLINE PTO FOR ALLISON #3000 SERIES AUTOMATIC TRANSMISSION  
WITH DIRECT MOUNT DAN FOSS LOAD SENSE HYDRAULIC PUMP COMPONENT TECHNOLOGY, FREEDOM STORM GUARD CONTROL SYSTEM COMPLETE WITH JOYSTICKS TO RUN THE HOIST AND SNOWPLOW.  
FREEDOM ARMREST INSTALLED WITH SPREADER CONTROLLER & JOYSTICKS.  
SERVICE GUARD STAINLESS STEEL VALVE MOUNT 30 GAL. FRAME MOUNTED RESERVOIR WITH IN TANK MOUNTED PVG 32 ELECTRIC OPERATED LOAD SENSE DIRECTIONAL VALVE HOIST, PLOW RAISE, PLOW ANGLE AND CONVEYOR CHAIN FLOOR.  
FREEDOM AUTOMATIC SPREADER CONTROL SYSTEM WITH BLAST BUTTON.  
CUSHION VALVE FOR THE SNOW PLOW ANGLE CYLINDERS INSTALLED  
STAINLESS STEEL LINES RAN UNDER THE DUMP BODY WITH HOSES RAN TO THE CONVEYOR FLOOR & HOSES RAN TO THE FRONT HITCH  
STAINLESS STEEL QUICK COUPLERS INSTALLED.  
PRE-WET DRIVE BOX MOUNTED IN CUSTOMER DESIRED LOCATION.  
ELECTRIC DISTRIBUTION BOX INSTALLED ON THE BACK WALL IN THE CAB  
MISC. OIL, HOSE & FITTINGS  
COMPLETE UNIT TESTED AND OPERATIONAL.

#### FRONT PLOW HITCH:

GLEDHILL ROAD MACHINERY COMPANY FRONT HITCH.  
MODEL: FFLP-QCP  
FRONT FRAME LOW PROFILE TYPE DESIGN.  
HITCH WILL COME WITH A SET OF 5/8" THICK STEEL CUSTOM BUILT SIDE PLATES.



## QUOTE

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**30840 Tracy Rd**  
**Walbridge OH 43465**  
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HITCH DESIGNED TO BE USED WITH TRANSMISSION MOUNTED HYDRAULICS.  
VERTICAL UPRIGHTS ARE CONSTRUCTED FROM 4" X 4" SQUARE  
STEEL TUBING WITH A 1/2" THICK WALL.  
STANDARD LIFT BEAM. QCP HITCH PORTION INSTALLED.  
4" X 10" DOUBLE ACTING LIFT CYLINDER.  
3" DIAMETER DROP IN STYLE.

\*\*\* IF TRUCK IS A KENWORTH MUST HAVE A 'KENWORTH WINCH BUMPER' \*\*\*

SNOWPLOW:  
BONNELL INDUSTRIES SNOWPLOW  
MODEL: 11SP42MX1-Q  
11' LONG STRAIGHT POLY SNOWPLOW  
HEIGHT IS 42"  
FULL EXTENSION SPRING (MX) TUBULAR REVERSING ASSY.  
PAINTED ORANGE POLYURETHANE ENAMEL.  
LEVEL RAISE LIFT SYSTEM WITH LIFT CHAINS.  
QUICK ATTACH LOOP.  
HEAVY DUTY MUSHROOM SHOES, SET OF 2.  
COVE CUT ON CURB SIDE END OF MOLDBOARD.  
3/8" X 12" RUBBER FLAP KIT INSTALLED.  
EXTENDED FRONT PUSH BEAM ON TABLE.  
36" BLAZE ORANGE MARKERS.  
5/8" STEEL CUTTING EDGE IN LIEU OF STANDARD.

QUOTED INSTALLED ON A CLEAN CHASSIS WITH THE CORRECT CAB TO AXLE

Customer must fill out the information below before the order can be processed...

Accepted by:	
Date:	
P.O. Number:	

### A 3% CHARGE WILL BE APPLIED TO ALL DEBIT/CREDIT CARD TRANSACTIONS

Quoted price does not include any applicable taxes

Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order

Due to the extremely volatile steel prices, our quoted price may change at any time. Call our office for an up to date price.

130.

**ORDINANCE NO. 49-2024**

**AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ACCEPT THE PROPOSAL OF KALIDA TRUCK EQUIPMENT, INC. FOR THE PROVISION OF ONE NEW TANDEM AXLE DUMP TRUCK BODY FOR THE DIVISION OF STREETS, DEPARTMENT OF PUBLIC SERVICE; APPROPRIATING \$195,950 THEREFORE; AND DECLARING AN EMERGENCY.**

WHEREAS, the Streets Division is in need of one (1) new tandem axle dump truck body to replace its current 2009 International Tandem Axle dump truck; and,

WHEREAS, the Director of Public Service has received a proposal from Kalida Truck Equipment, Inc. for the purchase of one (1) new tandem axle dump truck body at a cost of \$195,950 in accordance with the Ohio Cooperative Purchase requirements; and,

WHEREAS, the Director of Public Service, by report dated March 18, 2024, has recommended acceptance of the proposal of Kalida Truck Equipment, Inc. to purchase one (1) new tandem axle dump truck body for the Streets Division, Department of Public Service.

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

**SECTION 1.** That the Mayor and the Director of Finance be, and they hereby are, authorized to sign the proposal of Kalida Truck Equipment, Inc. on behalf of this City, thereby indicating such approval and acceptance for the provision of one (1) new tandem axle dump truck body for the Division of Streets, Department of Public Service.

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

**SECTION 3.** That, upon receipt of delivery of said tandem axle dump truck body by the City of Sylvania, the Director of Finance is hereby authorized to issue his warrant or warrants in payment therefore from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore appropriated to **Account No. 401-7610-53405 – Equipment**, the total sum of One Hundred Ninety-Five Thousand Nine Hundred Fifty Dollars (\$195,950.00).

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

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

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

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

Passed, \_\_\_\_\_, 2024, as an emergency measure.

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

ATTEST:

APPROVED AS TO FORM:

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

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

APPROVED:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date



14a.

DEPARTMENT OF PUBLIC SERVICE  
KEVIN G. ALLER, PE DIRECTOR

March 18, 2024

To: The Mayor and Members of Sylvania City Council

**Re: Single Axle Dump Truck & Dump Body Purchase**

Dear Mr. Mayor and Council Members:

We are requesting approval to purchase a new single-axle dump truck and dump body for service in our streets department per the attached quotes from Whiteford Kenworth and Kalida Truck Equipment respectively. If approved, this vehicle will replace an existing 2007 International single axle dump truck.

The cab and chassis will be purchased from Whiteford Kenworth in the amount of \$124,234. The dump body will be purchased from Kalida Truck Equipment in the amount of \$163,050.

The above purchases were included in the 2024 Capital Improvement Plan and will be paid via account 401-7610-53405. The purchases are being made per Ohio Cooperative Purchase requirements.

Please call if you have any questions.

Sincerely,

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

146.

**ORDINANCE NO. 50-2024**

**AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ACCEPT THE PROPOSAL OF WHITEFORD KENWORTH FOR THE PROVISION OF A NEW 2025 KENWORTH T480 CAB/CHASSIS FOR THE DIVISION OF STREETS, DEPARTMENT OF PUBLIC SERVICE; APPROPRIATING \$124,234 THEREFORE; AND DECLARING AN EMERGENCY.**

WHEREAS, a 2007 International single axle dump truck in the Streets Division is in need of replacement; and,

WHEREAS, the Director of Public Service has received a proposal from Whiteford Kenworth for the purchase of one (1) new 2025 T480 Cab and Chassis Single Axle at a total cost of \$124,234; and,

WHEREAS, the Director of Public Service, by report dated March 18, 2024, has recommended acceptance of the proposal of Whiteford Kenworth to purchase a new 2025 T480 Cab and Chassis Single Axle for the Streets Division, Department of Public Service.

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

SECTION 1. That the Mayor and the Director of Finance be, and they hereby are, authorized to sign the proposal of Whiteford Kenworth on behalf of this City, thereby indicating such approval and acceptance for the provision of a new 2025 Kenworth T480 Cab and Chassis Single Axle for the Division of Streets, Department of Public Service.

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

SECTION 3. That, upon receipt of delivery of said Kenworth T480 Cab and Chassis by the City of Sylvania, the Director of Finance is hereby authorized to issue his warrant or warrants in payment therefore from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore appropriated to **Account No. 401-7610-53405 – Equipment**, the total sum of One Hundred Twenty-Four Thousand Two Hundred Thirty-Four Dollars (\$124,234.00).

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

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

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

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

Passed, \_\_\_\_\_, 2024, as an emergency measure.

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

ATTEST:

APPROVED AS TO FORM:

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

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

APPROVED:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

12650 Eckel Junction Road  
419-874-3511  
Perrysburg, OH 43551



**WHITEFORD  
KENWORTH**  
Division of Lower Great Lakes Kenworth, Inc.



4625 Western Avenue  
574-234-9007  
South Bend, IN 46619

PURCHASER CITY OF SYLVANIA PHONE (419) 261-9218 DATE 1/19/23  
ADDRESS 5509 HARROUN ROAD CITY SYLVANIA  
STATE OH ZIP 43560 COUNTY LUCAS EMAIL MElliott@cityofsylvania.com  
ENTER MY ORDER FOR: 1 MAKE KENWORTH MODEL T480 ENGINE CUMMINS  
VIN # TBD ☐ COE ☐ SLEEPER ☒ ORDER  
☒ CONV. ☒ NON-SLEEPER ☐ STOCK NO. TBD

PRICES ON ORDERED TRUCKS ARE SUBJECT TO INCREASE AS STATED IN TERMS AND CONDITIONS SECTION 6 ON PAGE 2

2025 KENWORTH T480 CAB AND CHASSIS-SINGLE AXLE		BASE PRICE	\$ 124,234.00
PER ATTACHED SPECS			
FEDERAL EXCISE TAX (FET) <input type="checkbox"/> APPLICABLE <input checked="" type="checkbox"/> EXEMPT		FET	\$ 0.00
TABLE A		TAX RATE 0.00% SALES TAX	\$ 0.00
GROSS TRADE ALLOWANCE		REGISTRATION FEE	
- BALANCE OWED		TOTAL PRICE	\$ 124,234.00
= NET TRADE-IN ALLOWANCE \$ 0.00		LESS NET TRADE-IN ALLOWANCE	\$ 0.00
ALL TRADE-INS ARE SUBJECT TO A PHYSICAL APPRAISAL AT TIME OF DELIVERY		(TRANSFERRED FROM TABLE A)	
TRADE:		BALANCE	\$ 124,234.00
YEAR MAKE MODEL		RECEIPT NO.	
VIN # <input type="checkbox"/> COE <input type="checkbox"/> SLEEPER		DEPOSIT	
ENG. <input type="checkbox"/> CONV. <input type="checkbox"/> NON-SLEEPER		LESS CASH DUE ON DELIVERY	
LIENHOLDER		BALANCE DUE	\$ 124,234.00
EMAIL <u>MElliott@cityofsylvania.com</u>		This contract is not assignable and is not cancellable except pursuant to the terms stated in Sections 2 and 6 on page 2. The terms and conditions of this sale are stated on both pages of this form, and those on the second page are as much a part of the agreement as if written on this page. No verbal understandings or promises whatsoever are a part of this agreement.	
PHONE <u>(419) 261-9218</u>		The Purchaser certifies that he is 18 years of age or over and warrants that he is the true and lawful owner of the truck traded in and that it is free of all encumbrances whatsoever except as noted above.	
TITLE VERIFIED BY APPRAISER		The Purchaser acknowledges that he has read and understands the terms and conditions of this contract as it appears on this and the second page and has received a copy of this order.	
THIS TRUCK SOLD:		ADDITIONAL TERMS AND CONDITIONS ON PAGE 2	
<input checked="" type="checkbox"/> WITH MANUFACTURER'S STANDARD NEW TRUCK WARRANTY		SIGNATURE	DATE
<input type="checkbox"/> AS IS. I HEREBY MAKE THIS PURCHASE KNOWINGLY WITHOUT ANY GUARANTEE, EXPRESSED OR IMPLIED, BY DEALER OR HIS AGENT.			
THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE UNLESS OTHERWISE STATED IN THIS DOCUMENT. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE ITEM/ITEMS.		NAME OF PURCHASER	
SIGNATURE		NAME OF SALESPERSON <u>Kyle S. Williams</u>	
		ACCEPTED BY	DATE
		THIS ORDER NOT BINDING UNTIL ACCEPTED BY DEALER	



# QUOTE

**Kalida Truck Equipment, Inc.**  
30840 Tracy Rd  
Walbridge OH 43465  
(419) 666-3700

**Quote ID:** KLS0006836

**Quote Date:** 1/26/2024

**Quote Valid Until:** 2/25/2024

Page 1 of 5

**Customer:** City Of Sylvania Street Depart  
5509 Harroun Road  
Sylvania OH 43560  
(419) 885-8973

**Contact:** MIKE / RYAN

**Phone:** (419) 885-8973

**Email:** MELLIOTT@CITYOFSYLVANIA.COM

**Salesperson:** Kasey L Spence

Part Number	Qty	Description	Unit Price	Amount
SW00002-482-47	1 EA	10'4b Stainless Dump Body 6/8 Yd Crossmemberless	\$138,300.00	\$138,300.00

**Sub Total:** \$138,300.00

**Sales Tax:** \$0.00

**Grand Total:** \$138,300.00

The following options may be added:

Part Number	Qty	Description	Unit Price	Amount	Add to Quote
BOSS PRE WET SYSTEM	1	VSI LEGACY 750 SERIES BOOM TYPE: 3 LANE BOOM CAPACITY: 750 GALLON CONSTRUCTOIN: STAINLESS STEEL ENGINE: 177 CC  ** KOHLER / HONDA ** ** CAN DO EITHER ENGINE, SAME PRICE **  ENGINE TYPE: GASOLINE HEIGHT: 57" HOSE REEL: 100' LENGTH: 108" LIGHTS: WORK AND STROBE LIGHTS POWER: 5.5 HP PUMP: BANJO EMPTY WEIGHT: 1,127 LBS FULL WEIGHT: 9,062 LBS WIDTH: 70"  ** LEGACY SPRAY BOOM 100" **  QUOTED INSTALLED IN A DUMP BODY	\$24,750.00	\$24,750.00	Yes / No

## BODY:

SWENSON, 10' STAINLESS STEEL DUMP BODY.  
10' LONG X 7' WIDE (INSIDE DIMENSIONS).  
28" HIGH SIDES WITH A 38" TAILGATE.  
6 TO 8 YARD CAPACITY.  
7GA 304 STAINLESS STEEL FRONT, SIDES AND TAILGATE OF DUMP BODY.  
1/4" AR450 (180,000 PSI 400 BRINNELL) STEEL FLOOR WITH  
8" SIDE-TO-FLOOR BEVEL PLATES.



## QUOTE

Quote ID: KLS0006836

Quote Date: 1/26/2024

Quote Valid Until: 2/25/2024

Page 2 of 5

**Kalida Truck Equipment, Inc.**  
**30840 Tracy Rd**  
**Walbridge OH 43465**  
**(419) 666-3700**

CROSSMEMBERSLESS UNDERSTRUCTURE  
HORIZONTAL SIDE BRACE ON EACH SIDE OF THE BODY.  
BOXED TOP RAIL WITH SIDE BOARD POCKETS.  
ROUGH SAWN OAK WOOD SIDE BOARDS PAINTED 'BLACK' IN COLOR.  
FRONT CORNER POST, FULL DEPTH REAR CORNER POST WITH  
FULL WIDTH REAR BOLSTER.  
DIRT SHEDDING FULL LENGTH LOWER RUB RAILS.  
SIX (6) PANEL, AIR OPERATED REAR TAILGATE WITH EITHER A  
LEVER MOUNTED TO FLOOR OF CAB, OR SWITCH ON DASH  
(CHOOSE ONE).  
TAILGATE LOOP INSTALLED ON TOP OF THE TAILGATE.  
1/2 X 84" CAB SHIELD.  
RUBBER MUD FLAPS INSTALLED.  
STAINLESS STEEL HARDWARE INSTALLED WITH STANDARD  
STEEL UNDERSTRUCTURE.  
BODY TO HAVE NATURAL STAINLESS STEEL FINISH.  
STAINLESS STEEL FOLD-UP LADDER INSTALLED ON FRONT  
DRIVER SIDE OF BODY.  
GRIP-STRUT WALK RAIL DOWN EACH SIDE OF BODY BETWEEN  
FRONT AND REAR CORNER POSTS.  
REFLECTIVE DOT CONSPICUITY TAPE DOWN EACH SIDE OF BODY,  
AND ON TAILGATE.  
ECCO, ELECTRONIC BACK-UP ALARM.

\*CUSTOM MADE 3/4" STEEL HITCH PLATE WELDED-AND-  
REINFORCED TO THE CHASSIS FRAME WITH A 2" RECEIVER TUBE,  
7-WAY ROUND STYLE RV-PLUG, AND TWO (2) #B40 CHAIN LASHING  
D-RINGS.

\*FULL-RADIUS 'FLEET ENGINEERS' POLY FENDERS INSTALLED  
OVER EACH DRW, AND SECURED TO THE CHASSIS FRAME  
WITH STAINLESS STEEL BRACKETS.

\*VIBCO DUMP VIBRATOR INSTALLED ON THE UNDER-SIDE  
OF THE DUMP BODY, WITH OPERATIONAL PUSH BUTTON  
ON THE SIDE OF THE CENTER CONTROL TOWER IN CAB.

### HOIST:

MAILHOT MODEL #CS90-4.5-3 -- FRONT TELESCOPIC TRUNION  
MOUNT HOIST.  
DOUBLE ACTING POWER UP AND POWER DOWN.  
DIRECT LIFT HOIST WITH SAFETY BODY PROP.  
32 TON LIFTING CAPACITY AT INITIAL TAKE OFF AND 14 TON AT  
ITS WEAKEST POINT.  
PRIMED AND PAINTED BLACK IN COLOR.  
INSTALLED.

### STROBE LIGHTING:

SOUND-OFF SIGNAL, LIGHTING PACKAGE AS FOLLOWS:  
\*DUAL COLOR MINI LIGHTBAR INSTALLED ON TOP OF CAB.  
OPERATIONAL SWITCH IN CERTIFIED POWER CENTER CONSOLE.  
(SELECT LIGHTBAR FLASH COLORS UPON ORDER).  
\*EIGHT (8) SOUND-OFF OVAL DUAL COLOR GROMMET MOUNTED  
STROBE LIGHTS. TWO OF THEM INSTALLED IN THE FRONT  
OF THE CAB SHIELD FACING FORWARD. ONE INSTALLED IN  
THE DRIVER SIDE OF THE CAB SHIELD FACING OUTWARD.  
ONE OF THEM INSTALLED IN THE PASSENGER SIDE OF THE  
CAB SHIELD FACING OUTWARD. ONE INSTALLED IN A STAINLESS



**Kalida Truck Equipment, Inc.**  
**30840 Tracy Rd**  
**Walbridge OH 43465**  
**(419) 666-3700**

## QUOTE

**Quote ID:** KLS0006836

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STEEL LIGHT BOX WELDED TO THE DRIVER SIDE OF THE CAB  
SHIELD FACING THE REAR. ONE INSTALLED IN A STAINLESS  
STEEL LIGHT BOX WELDED TO THE PASSENGER SIDE OF THE CAB  
SHIELD FACING THE REAR.  
AND ONE IN THE EACH REAR CORNER POST.  
(VERIFY DUAL FLASH COLORS UPON ORDER).

### MISC LIGHTING:

BOSS SNOWPLOW, LED SNOWPLOW LIGHTS WITH ICE SHIELD  
TECHNOLOGY.  
INSTALLED ON THE HOOD OF THE TRUCK ON STAINLESS STEEL  
MOUNTING BRACKETS.  
LED STOP/TAILO/TURN/REVERSE LIGHTS INSTALLED IN THE REAR  
CORNER POST OF THE DUMP BODY.  
LED SALT-SPREADER WORK LIGHT INSTALLED ON SALT-SPREADER  
WITH A FOUR PRONG FEMALE PLUG RECESSED INTO THE  
STREETSIDE REAR CORNER POST FOR EASY PLUG/UNPLUG.  
THREE (3) LIGHT CLUSTER MOUNTED ON REAR HOIST CROSSMEMBER.  
FMVSS STANDARD SAFETY MARKER LIGHTS INSTALLED IN THE BODY.  
CHASSIS LIGHTS INSTALLED IN REAR HITCH PLATE.  
ALL EXPOSED WIRES FOR LIGHTS/STROBES RAN IN PLASTIC  
AIRLINE WITH ALL AIRLINE AND LIGHT CABLES SECURED TO  
BODY AND FRAME WITH RUBBER COATED BOLT-ON CLIPS.

### HYDRAULIC SYSTEM:

CERTIFIED POWER HYDRAULIC SYSTEM AS FOLLOWS:  
FURNISH AND INSTALL TRANSMISSION MOUNTED "HOT SHIFT"  
WETSPLINE PTO FOR ALLISON #3000 SERIES AUTOMATIC  
TRANSMISSION WITH DIRECT MOUNT DAN FOSS LOAD SENSE  
HYDRAULIC PUMP COMPONENT TECHNOLOGY, FREEDOM STORM  
GUARD CONTROL SYSTEM COMPLETE WITH JOYSTICKS TO RUN  
THE HOIST AND SNOWPLOW.  
FREEDOM ARMREST INSTALLED WITH SPREADER CONTROLLER &  
JOYSTICKS.  
SERVICE GUARD STAINLESS STEEL VALVE MOUNT 30 GAL. FRAME  
MOUNTED RESERVOIR WITH IN TANK MOUNTED PVG 32 ELECTRIC  
OPERATED LOAD SENSE DIRECTIONAL VALVE HOIST, PLOW RAISE,  
PLOW ANGLE AND SALT SPREADER FUNCTIONS  
FREEDOM AUTOMATIC SPREADER CONTROL SYSTEM WITH BLAST BUTTON.  
CUSHION VALVE FOR THE SNOW PLOW ANGLE CYLINDERS INSTALLED.  
STAINLESS STEEL LINES RAN UNDER THE DUMP BODY WITH  
HOSES RAN TO THE SPREADER & HOSES RAN TO THE FRONT HITCH  
STAINLESS STEEL QUICK COUPLERS INSTALLED.  
CERTIFIED POWER PRE-WET SYSTEM.  
240 GALLON PRE-WET TANK ASSEMBLY MOUNTED BEHIND CAB,  
IN FRONT OF DUMP BODY.  
PRE-WET DRIVE BOX MOUNTED IN CUSTOMER DESIRED  
LOCATION.  
ELECTRIC DISTRIBUTION BOX INSTALLED ON THE BACK WALL IN THE CAB  
MISC. OIL, HOSE & FITTINGS  
COMPLETE UNIT TESTED AND OPERATIONAL.

### SALT-SPREADER:

SWENSON, MODEL: SBD-6S STAINLESS STEEL SALT SPREADER.  
TROUGH WIDTH: 96"  
TROUGH MATERIAL: 7 GA STAINLESS STEEL  
END PLATE MATERIAL: 7 GA STAINLESS STEEL  
SLURRY (PRE-WET) TUBE INSTALLED.



## QUOTE

**Kalida Truck Equipment, Inc.**  
**30840 Tracy Rd**  
**Walbridge OH 43465**  
**(419) 666-3700**

**Quote ID:** KLS0006836

**Quote Date:** 1/26/2024

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Page 4 of 5

STAINLESS STEEL SPILL PLATES INSTALLED ON EXTERIOR OF BODY, IN LIEU OF INSIDE OF BODY.  
HYDRAULIC UNDERTAILGATE SPREADER.  
DIRECT DRIVE MOTOR.  
6" AUGER WITH CONTINUOUS FLITING TO DISCHARGE AT EXTREME LEFT END. DESIGNED TO MOUNT BELOW DUMP BODY TAILGATE AND NOT INTERFERE WITH NORMAL DUMP BODY OPERATIONS WHEN NOT IN USE. SEPARATE HYDRAULIC MOTORS FOR THE AUGER AND THE SPINNER TO ALLOW FOR INDEPENDENT CONTROL OF EACH FUNCTION.  
HYDRAULIC SAFETY INTERLOCK SYSTEM DISABLES AUGER DURING CLEAN OUT AND MAINTENANCE.  
18" PLOY SPINNER DISC.  
ADJUSTABLE HEIGHT SPINNER FRAME ALLOWS (1) MOUNTING ON VARIOUS HEIGHT VEHICLES.  
HINGED STAINLESS STEEL COVER.  
BOTTOM DOOR IS HINGED FOR EASY CLEAN OUT AND BLOCKAGE REMOVAL. QUICK DETACH STABILIZER KIT KEEP SPINNER PARALLEL TO THE ROAD AT ALL DUMP ANGLES.  
ANTI-FLOW PLATE INSTALLED.

FRONT PLOW HITCH:  
GLEDHILL ROAD MACHINERY COMPANY FRONT HITCH.  
MODEL: FFLP-QCP  
FRONT FRAME LOW PROFILE TYPE DESIGN.  
HITCH WILL COME WITH A SET OF 5/8" THICK STEEL CUSTOM BUILT SIDE PLATES.  
HITCH DESIGNED TO BE USED WITH TRANSMISSION MOUNTED HYDRAULICS.  
VERTICAL UPRIGHTS ARE CONSTRUCTED FROM 4" X 4" SQUARE STEEL TUBING WITH A 1/2" THICK WALL.  
STANDARD LIFT BEAM. QCP HITCH PORTION INSTALLED.  
4" X 10" DOUBLE ACTING LIFT CYLINDER.  
3" DIAMETER DROP IN STYLE.

\*\*\* IF TRUCK IS A KENWORTH MUST HAVE A 'KENWORTH WINCH BUMPER' \*\*\*

SNOWPLOW:  
BONNELL INDUSTRIES SNOWPLOW  
MODEL: 11SP42MX1-Q  
11' LONG STRAIGHT POLY SNOWPLOW  
HEIGHT IS 42"  
FULL EXTENSION SPRING (MX) TUBULAR REVERSING ASSY.  
PAINTED ORANGE POLYURETHANE ENAMEL.  
LEVEL RAISE LIFT SYSTEM WITH LIFT CHAINS.  
QUICK ATTACH LOOP.  
HEAVY DUTY MUSHROOM SHOES, SET OF 2.  
COVE CUT ON CURB SIDE END OF MOLDBOARD.  
3/8" X 12" RUBBER FLAP KIT INSTALLED.  
EXTENDED FRONT PUSH BEAN ON TABLE.  
36" BLAZE ORANGE MARKERS.  
5/8" STEEL CUTTING EDGE IN LIEU OF STANDARD.

QUOTED INSTALLED ON A CLEAN CHASSIS WITH THE CORRECT CAB TO AXLE

Customer must fill out the information below before the order can be processed...

14c.

**ORDINANCE NO. 51-2024**

**AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ACCEPT THE PROPOSAL OF KALIDA TRUCK EQUIPMENT, INC. FOR THE PROVISION OF ONE NEW DUMP TRUCK BODY FOR THE DIVISION OF STREETS, DEPARTMENT OF PUBLIC SERVICE; APPROPRIATING \$163,050 THEREFORE; AND DECLARING AN EMERGENCY.**

WHEREAS, the Streets Division is in need of one (1) new dump truck body to replace its current 2007 International Single Axle dump truck; and,

WHEREAS, the Director of Public Service has received a proposal from Kalida Truck Equipment, Inc. for the purchase of one (1) new dump truck body at a cost of \$163,050 in accordance with the Ohio Cooperative Purchase requirements; and,

WHEREAS, the Director of Public Service, by report dated March 18, 2024, has recommended acceptance of the proposal of Kalida Truck Equipment, Inc. to purchase one (1) new dump truck body for the Streets Division, Department of Public Service.

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

SECTION 1. That the Mayor and the Director of Finance be, and they hereby are, authorized to sign the proposal of Kalida Truck Equipment, Inc. on behalf of this City, thereby indicating such approval and acceptance for the provision of one (1) new dump truck body for the Division of Streets, Department of Public Service.

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

SECTION 3. That, upon receipt of delivery of said dump truck body by the City of Sylvania, the Director of Finance is hereby authorized to issue his warrant or warrants in payment therefore from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore appropriated to **Account No. 401-7610-53405 – Equipment**, the total sum of One Hundred Sixty-Three Thousand Fifty Dollars (\$163,050.00).

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

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

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

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

Passed, \_\_\_\_\_, 2024, as an emergency measure.

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

ATTEST:

APPROVED AS TO FORM:

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

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

APPROVED:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

15a.

## City of Sylvania

### STREET BANNER APPLICATION/PERMIT

Name of Organization: Sylvania Schools  
Contact Person: Amy Addington E-mail: aaddington@  
Phone: 419-824-8553 SylvaniaSchools.org

Explanation of the Qualifying Event\*: High school

Graduation

Dates of Event: 6/2/24

Installation & Removal Dates of Banner: Mid-May - Mid-June  
(maximum four (4) weeks)

Banner Location: ☐ Monroe Street Fee: \$100.00 (Installation by Applicant)  
☒ Main Street Fee: \$700.00 (Installation by City of Sylvania)

Text of Banner: Congratulations  
Sylvania Graduates!

Company Installing Banner (Monroe Street Only): \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Insurance on File: \_\_\_\_\_

Edison Approval: \_\_\_\_\_

City Approval: \_\_\_\_\_

**The banner and installation shall meet the attached specifications.**

- \* The purpose of the banner installation shall be one of the following reasons:
- A Sylvania charitable or civic event.
  - Banners may not be installed for private commercial or political gain.



**ORDINANCE NO. 52-2024****APPROVING THE BANNER APPLICATION OF SYLVANIA SCHOOLS;  
AUTHORIZING THE ZONING ADMINISTRATOR TO INDICATE SUCH  
APPROVAL ON BEHALF OF THE CITY OF SYLVANIA; AND  
DECLARING AN EMERGENCY.**

WHEREAS, Resolution No. 19-2000, passed June 5, 2000, granted permission to install banners in the public right-of-way on the Toledo Edison poles located on Monroe Street by Wendy's across to the area in front of Country Squire Plaza (near the intersection of Corey Road and Monroe Street); and,

WHEREAS, Resolution No. 19-2000 provided that the applications were to be reviewed on an application-by-application basis and set forth the criterion on which the applications were to be considered; and,

WHEREAS, Ordinance No. 20-2018, passed May 21, 2018, amended Part Eleven – Planning and Zoning Code of the Codified Ordinances of Sylvania, 1979, as amended, by amending Section 1166.07 – Standards for Permitted Signs to permit banners to be installed in the downtown; and,

WHEREAS, Sylvania Schools has submitted a request to hang a banner within said public right-of-way to congratulate the 2024 Sylvania graduates; and,

WHEREAS, the banner will hang from mid-May, 2024 – mid-June, 2024 and will comply with all of the terms and conditions set forth in Resolution No. 19-2000 and Ordinance No. 20-2018.

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

**SECTION 1.** That the application of Sylvania Schools to hang a banner on across the downtown block of Main Street between Maplewood Avenue and Monroe Street is found to comply with Section 1166.07(h)(2)(A)(1) and is hereby approved.

SECTION 2. That the Zoning Administrator is authorized to sign said permit granting permission to proceed under the application hereby approved.

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 permission should be granted immediately to provide for the installation of the banner. 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, \_\_\_\_\_, 2024, as an emergency measure.

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

ATTEST:

APPROVED AS TO FORM:

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

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

APPROVED:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

# PETITION FOR ZONING ORDINANCE AMENDMENT

To: City of Sylvania, Ohio  
City Council and  
Municipal Planning Commission

Application No. 1-2024

Date 2/29/24

Petitioner Name(s): HIGHLAND MEADOWS GOLF CLUB

Petitioner Address: 7455 ERIE STREET  
SYLVANIA, OHIO 43560

Email: NICK.MYERS@HMGOLFCLUB.ORG

Telephone: 419-882-4040

Location of property for which zoning amendment is requested:

HIGHLAND MEADOWS GOLF CLUB - MAINTENANCE AREA  
LOCATED IN THE MIDDLE OF THE GOLF COURSE

Purpose of amendment request:

ADD ON TO EXSISTING BUILDING  
FOR CART STORAGE AND ADDITIONAL COLD STORAGE

Current Zoning: 31-R1 sup

Requested Zoning: SPECIAL USE PERMIT  
AMEND.

The undersigned, being one or more of the owners, lessees or occupants within the area proposed to be changed by the amendment, hereby petition for an Amendment to the Zoning Code, pursuant to Chapter 1107 of the Codified Ordinances of the City of Sylvania, Ohio, as amended.

- Attachments:
1. Full legal description of the property for which the Zoning Amendment is proposed.
  2. Area location map.
  3. Site plan - if plan is larger than 11" x 17", eighteen (18) copies must be submitted.

A check for \$100.00 + cost of advertising, payable to the City of Sylvania is attached for processing of said Petition. It is understood that no refund is to be made after the filing of the Petition.

By: Nick Myers  
Vol 2

Date referred by Council: \_\_\_\_\_

Date of Commission Action: \_\_\_\_\_

Date of Council Action: \_\_\_\_\_

Action: \_\_\_\_\_

For Office Use Only

Date: 3/1/2024

Check #: —

Cash: 100<sup>00</sup>

Fee: \$ 100<sup>00</sup>

pd. ✓  
Nick Myers

+ advertising



SITE  
MAP

ERIE ST

2229'

Highland  
Meadows

2827'

2745'

2229'



PROPOSED  
ADDITION

Text

32'

30'







Proposed Addition

PETITION FOR ZONING ORDINANCE AMENDMENT

17

To: City of Sylvania, Ohio  
City Council and  
Municipal Planning Commission

SUP  
Application No. 2-2024  
Date 3/12/24

Petitioner Name(s): Sheetz  
Petitioner Address: 5700 Sixth Ave, Altoona, Blair County, PA 16602

Email: dbruckel@sheetz.com Telephone: (419) 799-7656

Location of property for which zoning amendment is requested:

5855 Monroe Street, Sylvania, Ohio 43560

Purpose of amendment request: Special Use Permit for Construction of approximately 6,239 Square Foot  
Convenience and 8 island (16 fueling positions) gas station canopy with associated parking and landscaping

Current Zoning: B-2 General Business Requested Zoning: B-2 General Business

The undersigned, being one or more of the owners, lessees or occupants within the area proposed to be changed by the amendment, hereby petition for an Amendment to the Zoning Code, pursuant to Chapter 1107 of the Codified Ordinances of the City of Sylvania, Ohio, as amended.

- Attachments:
1. Full legal description of the property for which the Zoning Amendment is proposed.
  2. Area location map.
  3. Site plan - if plan is larger than 11" x 17", eighteen (18) copies must be submitted.

A check for \$100.00 + cost of advertising, payable to the City of Sylvania is attached for processing of said Petition. It is understood that no refund is to be made after the filing of the Petition.

By: [Signature]  
David Bruckelmeyer 2/29/2024

Date referred by Council: \_\_\_\_\_

Date of Commission Action: \_\_\_\_\_

Date of Council Action: \_\_\_\_\_

Action: \_\_\_\_\_

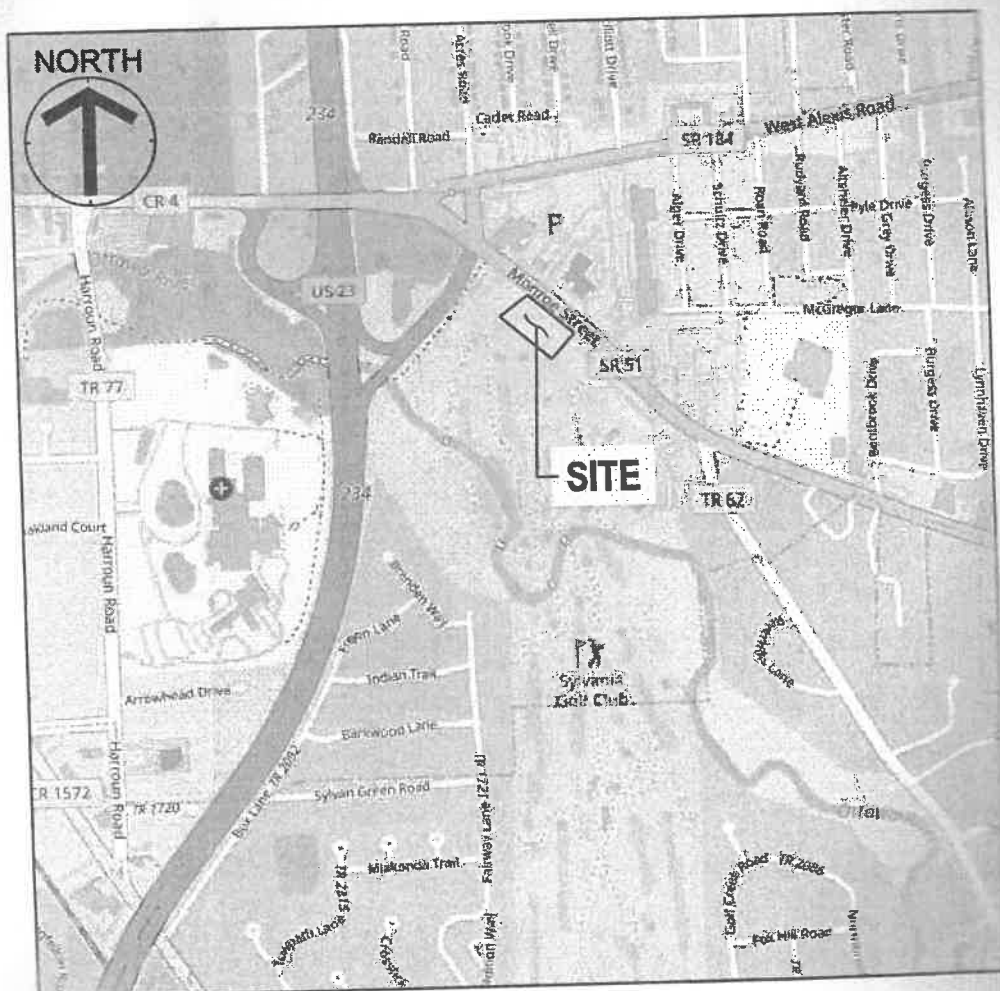
For Office Use Only

Date: 3/12/2024 Check #: 75810 Cash: \_\_\_\_\_ Fee: \$ 100.00

Plus Advertising



GRAPHIC SCALE (IN FEET)  
1 in. = 30 ft.



VICINITY MAP - NOT TO SCALE

LAT / LONG: 41.7121° / -83.68286°



18

DEPARTMENT OF PUBLIC SERVICE  
KEVIN G. ALLER, PE DIRECTOR

March 14, 2024

To: Mayor and Members of City Council

Re: Council Referral – Proposed Ordinance No. 26-2024

Dear Mayor and Members of Council:

Following is an excerpt from the minutes of the regular meeting of the Municipal Planning Commission of March 13, 2024, Proposed Ordinance No. 26-2024, Amending Part Eleven – Planning and Zoning Code of the Sylvania Codified Ordinances, 1979, as amended:

..."Ms. Fischer moved, Ms. Lindhuber seconded, to approve recommend to Council to approve proposed Ordinance No. 26-2024. Vote being: Stough, Lindhuber, Fischer, Marciniak and Schaaf (5) aye; (0) nay. Motion passed by a 5 to 0 vote."...

Sincerely,

Debra Webb, Secretary  
Municipal Planning Commission

A

## Board of Architectural Review

Minutes of the regular meeting of March 13, 2024. Mr. Schaaf called the meeting to order.

Acting Secretary, Timothy Burns, took the roll call. Members present: Mayor Craig Stough, Kate Fischer, Carol Lindhuber, Ken Marciniak and Jeff Schaaf. (5) present

Ms. Lindhuber moved, Mr. Marciniak seconded to approve the Minutes of the February 14, 2024, 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. 13-2024 requested by Sam Hammoud for Top Trend Barber Shop, 5625 Alexis Road, Sylvania, Ohio 43560. Application is for one new wall sign and a replacement pylon in an existing monument sign.

Mr. Hammoud was present.

Ms. Fischer asked what the symbols on the sign were.

Mr. Hammoud replied that the symbols are scissors.

Signs are within the limits of the Sylvania Sign Code.

Mr. Marciniak moved, Ms. Lindhuber seconded, to approve the wall sign shown in the drawing submitted with the application and the replacement pylon sign in an existing monument sign as discussed at the meeting. Vote being: Stough, Lindhuber, Fischer, Marciniak and Schaaf (5) aye; (0) nay. Motion passed by a 5 to 0 vote.

Item 4 – Regulated Sign – app. no. 14-2024 requested by Melissa Hogan for NRM Realty, 5658 Main Street, Sylvania, Ohio 43560. Application is for a new wall sign and a projecting sign.

Ms. Hogan was present. She said that they would like to install one sign on the front of the building and one sign on the back. She explained that the inserts on the signs were for the names of businesses and that they would be changing as needed.

Signs are within the limits of the Sylvania Sign Code.

Ms. Fischer moved, Mr. Marciniak seconded, to approve the signs shown in the drawing submitted with the application with the addition for approval for ongoing changes to the name inserts on the projecting sign. 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. 15-2024 requested by Ivan Iliev for 2511 Oregon, LLC, 5131 Main Street, Sylvania, Ohio 43560. Application is for a commercial exterior renovation to the façade of the building.

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**March 13, 2024**  
**Page 2**

Mr. Iliev was present.

Discussion took place for clarifying what was being reviewed at meeting.

Mr. Iliev stated many times that his application was for a new sign.

Mr. Burns responded many times that the application being reviewed tonight was for the renovation of the façade of the building only; and that a new sign application had been submitted on another application that was denied as it does not meet the sign code.

Much discussion took place regarding previous sign applications that were submitted and denied as a renovation of the façade was needed to allow for the installation of signs that were compliant with the sign code; and that there was an agreement with the previous owner of the plaza for the façade of the entire plaza to be updated to allow for compliant signs to be installed on the building.

Mr. Marciniak said that he is not going to approve this application for just one section of the building; and that the entire plaza needed to be improved as discussed and agreed to with the previous owner, Dave Schmitt.

Mr. Iliev said that he was willing to update the façade of a portion of the building so that his tenant (Purple Haze) can put up a sign. He added that that it would probably take a couple of years to complete the entire plaza, but that he cannot make promises on the timeline. He added that the timeline of when he would complete that renovations of the façade would be dependent on many things including future returns and economic downturn.

Ms. Fischer stated she was not going to approve the façade without an agreement for an exact time for when the whole building would be completed. She added that the Board did approve some signage for his tenant (Purple Haze) at a previous meeting and that there were stipulations for changes on signage that he had put up; and that those changes have not been made.

Jeff Schaaf added that the façade needs to be consistent throughout the plaza or it would not look good. He referenced other plazas throughout the City and pointed out to Mr. Iliev that the façades on the buildings in those plazas were consistent for all of the buildings.

Mr. Iliev said that what he is proposing (façade renovation of just the one business) is just temporary. He also asked some questions about the City's sign codes and banner codes.

Mr. Burns responded to his questions and further discussion took place about the sign codes.

Mayor Stough stated that the discussion that is taking place should be discussed outside of this meeting.

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**March 13, 2024**

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Mayor Stough moved, Ms. Lindhuber seconded, to denied the building renovation of the façade shown shown in the drawing submitted with the application 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, Mayor Stough seconded to adjourn the meeting. All present voted aye. Meeting adjourned.

Submitted by,

A handwritten signature in dark ink, appearing to read "Timothy Burns", followed by a long horizontal line extending to the right.

Timothy Burns, Acting Secretary  
Municipal Planning Commission

B

## Sylvania Municipal Planning Commission

Minutes of the regular meeting of March 13, 2024. Mr. Schaaf called the meeting to order.

Acting Secretary, Timothy Burns, took the roll call Members present: Mayor Craig Stough, Kate Fischer, Carol Lindhuber, Ken Marciniak and Jeff Schaaf. (5) present.

Ms. Lindhuber moved, Ms. Fischer seconded to approve the Minutes of the February 14, 2024, 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 – Council Referral – Proposed Ordinance No. 26-2024, Amending Part Eleven – Planning and Zoning Code of the Sylvania Codified Ordinances, 1979, as amended.

Mayor Stough explained that the City is updating all fees and permit costs throughout the City such as Zoning Appeals, Flood Plain Permits, Planned Development and others shown in the exhibits included with the Ordinance.

Discussion took place amongst the members.

Ms. Fischer moved, Ms. Lindhuber seconded, to approve recommend to Council to approve proposed Ordinance No. 26-2024. 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,



Timothy Burns, Acting Secretary  
Municipal Planning Commission