

Sylvania City Council

September 2, 2025

7:00 p.m. Public Hearing

SUP-2-2025, 6832 Convent Blvd. – Carport Solar Array

7:30 p.m. Council Meeting

Agenda

1. Roll call: Mr. Hansen, Mr. Haynam, Mr. McCann, Mr. Murphy, Mr. Richardson, Ms. Stough, Mrs. Westphal.
2. Pledge of Allegiance to the United States of America led by Mr. Richardson.
3. Additions to the agenda.
4. Approval of the Council meeting minutes from August 18, 2025.
5. Report from the Public Hearing on SUP-2-2025 held this date.
6. Proposed Ordinance No. 82-2025, Revising the Administrative, Department and Divisional organization of the City and the Codified Ordinances thereof by amending Sylvania Codified Ordinance Chapter 139 – Position and Compensation Plan.
7. Downtown Transportation Improvements-Aerial Utility Bury Construction Project.
 - a. Service Director's letter recommending approval of the relocation invoice.
 - b. Proposed Ordinance No. 96-2025, Authorizing the Mayor and Director of Finance to accept the proposal of Charter-Spectrum to relocate fiber optic and coaxial cabling underground relative to this project.
8. Nantuckett/Pembridge Woods Subdivision/Monroe Street & Other Township Roads Resurfacing Project.
 - a. Service Director's letter recommending approval of the agreement.
 - b. Proposed Ordinance No 97-2025, Authorizing the Mayor and Director of Finance to enter into a Joint Cooperation Agreement on behalf of this City of Sylvania with the Sylvania Township Board of Trustees and the Lucas County Board of Commissioners relative to this project.
9. Downtown transportation Improvements (Phase 2).
 - a. Service Director's letter recommending approval to apply for funding.
 - b. Proposed Resolution No. 15-2025, Authorizing the Mayor and Director of Finance to file a grant/loan application with the Ohio Public Works Commission relative to this project.
10. Proposed Ordinance No. 98-2025, Amending the Designated Outdoor Refreshment Area ("DORA") by expanding the territory included in the DORA; establishing regulations as required by law.
11. Proposed Ordinance No. 99-2025, Authorizing the Mayor and Director of Finance to enter into Subdivision Participation Forms with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun and Zydus, on behalf of the City of Sylvania consistent with the terms of the National Opioid Settlement Agreements.

12. Proposed Ordinance No. 100-2025, Authorizing the Mayor and Director of Finance to enter into Subdivision Participation Forms with Purdue Pharma, L.P. and the Sackler Family, on behalf of the City of Sylvania consistent with the terms of the National Opioid Settlement Agreements.
13. Silica/Summit/Erie Resurfacing Project – Change Order No. 1.
 - a. Service Director's letter recommending approval of Change Order No. 1.
 - b. Proposed Ordinance No. 101-2025, Authorizing the Mayor and Director of Finance to approve Change Order No. 1 to this City's agreement with Henry W. Bergman, Inc. relative to this project.
14. Set Committee Meetings for Monday, September 15, 2025.
 - a. Parks & Forestry Committee meeting for 6:30 p.m. to discuss the purchase of a new green yard waste truck.
 - b. Committee of the Whole meeting for 7:00 p.m. to discuss the Gateway Signage Standard.
15. Set 2026 Schedule – City Council Meetings and Trick-Or-Treat.
 - a. Set regular Council meeting dates.
 - b. Set Trick-Or-Treat date and time; Saturday, October 31, 2026 from 6-7:30 p.m.
16. Committee reports.
17. Committee referrals.

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August 18, 2025

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The Council of the City of Sylvania, Ohio met in regular session on August 18, 2025 at 7:30 p.m. with Mayor Frye in the chair. Roll was called with the following members present: Marcus Hansen, Doug Haynam, Brian McCann, Shawn Murphy, Patrick Richardson, Lyndsey Stough, Mary Westphal; (7) present; (0) absent.

Roll call:
All present.

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

Pledge of
Allegiance.

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

The following items were added to the agenda:

Additions to the
agenda.

Item #4a. Proclamation presentation to Charles Silvernail by Mayor Frye.

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

Agenda approval.

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

Mrs. Westphal presented the July 21, 2025 regular meeting minutes. Mrs. Westphal moved, Mr. Hansen 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 July 21, 2025 be approved; roll call vote being: Stough, Westphal, Hansen, McCann, Richardson, Murphy, Haynam; (7) yeas; (0) nays. The motion carried.

Approval of
July 21, 2025
Council meeting
minutes.

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

Mayor Frye presented Charles Silvernail with a Proclamation for his 40 years of dedicated service to the City of Sylvania proclaiming August 18, 2025 as his day and wishing him all the best in his retirement.

Proclamation to
Chuck Silvernail.

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

Mr. McCann gave a brief report from the Employee & Community Relations Committee meeting held this date to discuss Proposed Ordinance No. 82-2025, Revising the Administrative, Departmental and Divisional Organization of the City and the Codified Ordinances thereof by amending Sylvania Codified Ordinance Chapter 139 – Position and Compensation Plan. It was noted that “Parental Leave” is the most notable addition to the employee handbook along with the employee probationary period increasing from 12 months to 15 months among other policies. The committee asked the Law Director to make recommended changes; then the committee can either move forward with the ordinance or continue the discussion at another committee meeting.

Report from Emp
& CR Committee
meeting held this
date.

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

Mrs. Westphal gave a brief report on the Public Hearing held this date to discuss an

Report from

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application submitted to City Council to change the DORA hours of operation from a 12:00pm start time to a 10:00am start time. There were no objections heard on this request. Katie Fields, from Inside the Five, spoke in favor of the change saying that this new start time will help her employees by not having to watch the clock and wait until noon to sell DORA beverages. All council members were in favor of this change and asked the administration to have legislation prepared for the next council meeting.

Public Hearing
held this date on
DORA.

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

Service Director's letter requesting approval of both proposals was placed on file. Mr. Richardson presented and read aloud by title only, proposed Ordinance No. 86-2025, "Accepting the proposal of WE Realty Solutions, Ltd. to provide right-of-way acquisition services relative to the Erie and Monroe Roundabout Project; appropriating funds therefore in the amount of \$95,000; and declaring an emergency; Mr. Richardson moved, Mrs. Westphal seconded for passage of Ordinance No. 86-2025 as an emergency measure; roll call vote being: Haynam, Westphal, McCann, Murphy, Stough, Hansen, Richardson; (7) yeas; (0) nays. The motion carried.

Ordinance No.
86-2025, "... WE
Realty Solutions
...ROW
Acquisition
Services...Erie &
Monroe
Roundabout..."

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

Mr. Richardson presented and read aloud by title only, proposed Ordinance No. 87-2025, "Accepting the proposal of Appraisal Acquisition Consultants, LLC to provide appraisal review services relative to the Erie and Monroe Roundabout Project; appropriating funds therefore in the amount of \$13,500; and declaring an emergency; Mr. Richardson moved, Mr. Haynam seconded for passage of Ordinance No. 87-2025 as an emergency measure; roll call vote being: Haynam, McCann, Murphy, Stough, Hansen, Richardson, Westphal; (7) yeas; (0) nays. The motion carried.

Ordinance No.
87-2025, "...
Appraisal
Acquisition
Consultants ...
Appraisal
Review...Erie &
Monroe
Roundabout..."

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

Service Director's recommendation to pursue OPWC grant funds was placed on file. Mr. Richardson presented and read aloud by title only, proposed Resolution No. 13-2025, "A Resolution authorizing the Mayor and Director of Finance to file a grant application with the Ohio Public Works Commission for the Erie Street and Monroe Street Roundabout and Erie Street Resurfacing Project; and declaring an emergency; Mr. Richardson moved, Mr. McCann seconded for passage of Resolution No. 13-2025

Resolution No.
13-2025, "...
Grant Appl. With
OPWC...Erie &
Monroe
Roundabout...
Resurfacing..."

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as an emergency measure; roll call vote being: Murphy, Stough, Westphal, McCann, Richardson, Haynam, Hansen; (7) yeas; (0) nays. The motion carried.

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

Service Director's letter recommending approval of agreement was placed on file. Mr. Hansen presented and read aloud by title only, proposed Ordinance No. 88-2025, "Authorizing the Mayor and Director of Finance to enter into a Statement of Conduit Access and Rights with Buckeye Cablevision, Inc. relative to the Downtown Transportation Improvement Project; appropriating funds therefore in the amount of \$99,714.84; and declaring an emergency; Mr. Hansen moved, Ms. Stough seconded for passage of Ordinance No. 88-2025 as an emergency measure; roll call vote being: Stough, Hansen, Murphy, Westphal, Haynam, McCann, Richardson; (7) yeas; (0) nays. The motion carried.

Ordinance No.
88-2025, "...
Buckeye
Cablevision...
DT Trans
Project..."

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

Service Director's letter recommending approval of Letter of Intent Agreement was placed on file. Mr. Hansen presented and read aloud by title only, proposed Ordinance No. 89-2025, "Authorizing the Mayor and Director of Finance to enter into a Letter of Intent with Frontier Communications relative to the Downtown Transportation Improvement Project; appropriating funds therefore in the amount of \$70,251.52; and declaring an emergency; Mr. Hansen moved, Mrs. Westphal seconded for passage of Ordinance No. 89-2025 as an emergency measure; roll call vote being: Hansen, Murphy, Westphal, Haynam, McCann, Richardson, Stough; (7) yeas; (0) nays. The motion carried.

Ordinance No.
89-2025, "...
Frontier... DT
Transportation
Project..."

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

Mr. Richardson
pushes back from
the table.

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

Mrs. Westphal presented and read aloud by title only, proposed Ordinance No. 90-2025, "Authorizing the Mayor and Director of Finance of the City of Sylvania,

Ordinance No.
90-2025, "..."

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Ohio, to enter into a Court Security Officer Agreement with the Sylvania Municipal Court; and declaring an emergency”; Mrs. Westphal moved, Mr. Hansen seconded for passage of Ordinance No. 90-2025 as an emergency measure; roll call vote being: Haynam, Westphal, McCann, Murphy, Stough, Hansen; (6) yeas; (0) nays. The motion carried.

Court Security
Officer
Agreement...”

Mr. Richardson returned to the table.

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

Mr. Haynam presented and read aloud by title only, proposed Ordinance No. 91-2025, “Amending Part Eleven – Planning and Zoning Code of the Codified Ordinances of Sylvania, 1979, as amended by amending Chapter 1179 – Principles of Acceptability, Section 1179.05 – Lots; and declaring an emergency.”; Mr. Haynam moved, Mr. McCann seconded to refer proposed Ordinance No. 91-2025 to the Municipal Planning Commission for review and recommendation; roll call vote being: Stough, Hansen, Westphal, Haynam, McCann, Murphy, Richardson; (7) yeas; (0) nays. The motion carried.

Ordinance No.
91-2025, “...
Amend Chapter
1179...Lots”
Refer to Plan
Commission.

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

Mr. McCann presented and read aloud by title only, proposed Ordinance No. 92-2025, 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 Chapter 139 – Position and Compensation Plan; by amending Section 138.07 – Leaves of Absence; and declaring an emergency.”; Mr. McCann moved, Mr. Murphy seconded for passage of Ordinance No. 92-2025 as an emergency measure; roll call vote being: Haynam, McCann, Hansen, Richardson, Westphal, Murphy, Stough; (7) yeas; (0) nays. The motion carried.

Ordinance No.
92-2025, “...
Amend Chapter
139...Leaves of
Absence...”

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

Mrs. Westphal presented and read aloud by title only, proposed Ordinance No. 93-2025, a written copy of same having been previously furnished to each member of Council “An Ordinance to authorize and ratify the execution of Then and Now

Ordinance No.
93-2025. “...
Then & Now

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Certificates by the Finance Director and the payment of amounts due for various purchase orders; and declaring an emergency.”; Mrs. Westphal moved, Ms. Stough seconded for passage of Ordinance No. 93-2025 as an emergency measure; roll call vote being: Haynam, McCann, Hansen, Westphal, Murphy, Stough, Richardson; (7) yeas; (0) nays. The motion carried.

Certificates...”

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

Mr. Hansen presented and read aloud by title only, proposed Ordinance No. 94-2025, a written copy of same having been previously furnished to each member of Council “Authorizing the Mayor and Director of Finance to enter into an amended agreement for the establishment of a Regional Combined Health District for the administration of health and environmental services within the geographical jurisdiction of Lucas County; and declaring an emergency.”; Mr. Hansen moved, Mr. Haynam seconded for passage of Ordinance No. 94-2025 as an emergency measure; roll call vote being: Richardson, McCann, Hansen, Westphal, Murphy, Stough, Haynam; (7) yeas; (0) nays. The motion carried.

Ordinance No.
94-2025,
“...Amend
Agreement...
Regional
Combined Health
District...”

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

Police Chief’s letter requesting approval of purchase was placed on file. Mrs. Westphal presented and read aloud by title only, proposed Ordinance No. 95-2025, “Accepting the proposal of Mountain Man Ski and Bike for the purchase of four Aventon Adventure E-Bikes and additional batteries; appropriating funds therefore in an amount not to exceed \$7,899; and declaring an emergency; Mrs. Westphal moved, Mr. Haynam seconded for passage of Ordinance No. 95-2025 as an emergency measure; roll call vote being: Hansen, Murphy, Westphal, Haynam, McCann, Richardson, Stough; (7) yeas; (0) nays. The motion carried.

Ordinance No.
95-2025, “...
E-Bike Purchase
...Police
Division ...”

Mayor Frye stated that Council will now consider agenda item 15a.

Police Chief’s letter requesting approval to post seized vehicle on GovDeals.com was placed on file. Mrs. Westphal moved, Mr. Hansen seconded to approve posting a 2011 Ford F350, a seized vehicle, on GovDeals.com for auction; roll call vote being: Richardson, McCann, Hansen, Westphal, Murphy, Stough, Haynam; (7) yeas; (0) nays. The motion carried.

2011 Ford F350
seized vehicle on
GovDeals.com
for auction.

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Mayor Frye stated that Council will now consider agenda item 15b.

Police Chief's letter requesting approval to post items on GovDeals.com was placed on file. Mrs. Westphal moved, Mr. Hansen seconded to approve posting obsolete equipment and a 2014 Police Interceptor on GovDeals.com for auction; roll call vote being: Haynam, Richardson, McCann, Hansen, Westphal, Murphy, Stough; (7) yeas; (0) nays. The motion carried.

Post equipment
& Police
Interceptor on
GovDeals.com
for auction.

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

Mr. Haynam presented and read aloud by title only, proposed Resolution No. 14-2025, a written copy of same having been previously furnished to each member of Council "Adopting a Statement, pursuant to Revised Code of Ohio 709.03 (D), indicating what services will be provided to the area proposed to be annexed to the City of Sylvania by petition for annexation filed with the Board of Lucas County Commissioners; and declaring an emergency."; Mr. Haynam moved, Ms. Stough seconded for passage of Resolution No. 14-2025 as an emergency measure; roll call vote being: Richardson, McCann, Hansen, Westphal, Murphy, Stough, Haynam; (7) yeas; (0) nays. The motion carried.

Resolution No.
14-2025,
"...Services
Provided...
Annexation..."

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

Mr. Haynam moved, Mr. Hansen seconded to refer Petition for Zoning Ordinance Amendment ZA-1-2025, from Mike Hojnacki for 5540 N. Centennial Rd., Sylvania, Ohio, to change current Mixed Zoning to B-2 Zoning for a Commercial Flex Space Development, to the Municipal Planning Commission for review and recommendation; roll call vote being: Murphy, Stough, Richardson, Westphal, McCann, Hansen, Haynam; (7) yeas; (0) nays. The motion carried.

Refer ZA-1-2025
to Plan
Commission.

Mayor Frye stated all agenda items have been addressed.

Mrs. Westphal moved, Mr. Hansen seconded to adjourn at 8:40 p.m. Roll call vote being: Murphy, Westphal, Hansen, McCann, Stough, Richardson, Haynam; (7) yeas; (0) nays.

Adjournment.

Clerk of Council

Mayor

PETITION FOR ZONING ORDINANCE AMENDMENT

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SUP-

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

Application No. 2-2025

Date June 6, 2025

Petitioner Name(s): Perrysburg Energy (on behalf of Sisters of St. Francis)

Petitioner Address: 27100 Oakmead Dr. #157
Perrysburg, OH 43551

Email: mthompson@perrysburgenergy.com Telephone: 310-866-9789

Location of property for which zoning amendment is requested: 6832 Convent Blvd.
Sylvania, OH 43560

Purpose of amendment request: SUP for carport solar array

Current Zoning: _____ Requested Zoning: _____

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 \$300.00 + 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]
Molly Thompson, Perrysburg Energy

Date referred by Council: June 14, 2025

Date of Commission Action: July 14, 2025

Date of Council Action: _____

Action: _____

For Office Use Only

Date: 6/13/25 Check #: 1321 Cash: _____ Fee: \$ 300.00

WARNING

UNDERGROUND CONDUITS IN AREA,
CONTACT THE OHIO UTILITIES
PROTECTION SERVICE (OUPS) TWO
WORKING DAYS PRIOR TO ANY
EXCAVATION, DEMOLITION OR
CONSTRUCTION. 1-800-362-276

CONTRACTOR SHALL IDENTIFY AND
CONTACT ANY UTILITY COMPANIES
THAT DO NOT PARTICIPATE IN THE
OUPS SYSTEM.

TITLE

VERDANTAS, LLC HAS NOT BEEN PROVIDED A CURRENT TITLE COMMITMENT FOR THE SUBJECT LANDS. AS SUCH, ANY EASEMENTS, RIGHT-OF-WAYS, RESTRICTION OR OTHER TITLE MATTERS THAT MAY BE CONTAINED THEREIN ARE NOT SHOWN ON THIS SURVEY.

CERTIFICATION

WE HEREBY CERTIFY THAT WE HAVE MADE A SURVEY
OF THE PREMISES SHOWN HEREON AND THAT THIS
DRAWING IS A CORRECT PLOT THEREOF.

COPY

REGISTERED SURVEYOR, STATE OF OHIO #7328

ENVIRONMENTAL STUDIES

AN ENVIRONMENTAL STUDY, INCLUDING FLOODPLAIN DELINEATION, WETLAND DELINEATION, PHASE I ENVIRONMENTAL STUDY, AND/OR HISTORICAL REVIEW, IS NOT PART OF THIS WORK. NO OBSERVABLE EVIDENCE OF AN ON-SITE CEMETERY WAS FOUND. THE CLIENT SHALL INFORM VERDANTIS, LLC, IF ENVIRONMENTAL, HISTORICAL OR ARCHEOLOGICAL SERVICES ARE REQUIRED.

VERDANTIS HAS NOT BEEN PROVIDED A COPY OF ANY WETLAND DELINEATION FOR THIS SITE, NOR DID THE FIRM FIND ANY FIELD EVIDENCE OF MARKINGS BY A THIRD PARTY TO DENOTE THE LIMITS OF ANY WETLANDS.

CITY OF SYLVANIA - LUCAS COUNTY - OHIO
SOLAR CANOPY
SOSF PARKING LOTS B & C
SPECIAL USE PERMIT

| No. | REVISION | HYD B DATE | DRAWN BY |
|-----|-----------------------------------|------------|-------------|
| 1. | ADDED DIMENSIONS TO PROPERTY LINE | 10/22/2025 | NJG |
| 2. | ADDED DIMENSIONS TO PROPERTY LINE | 10/22/2025 | CHECKED BY |
| | | | JNC |
| | | | UTILITY |
| | | | NJG |
| | | | PROJECT NO. |
| | | | LOURDES |
| | | | SOLAR 2025 |

REGISTERED SURVEYOR

STATE OF OHIO

JOHN H. CRAWFORD
7826

PROFESSIONAL SURVEYOR

STATE: OHIO P.S. #7826

verdantas
210 SOUTH ERIE STREET
TOLEDO, OHIO 43604-8607





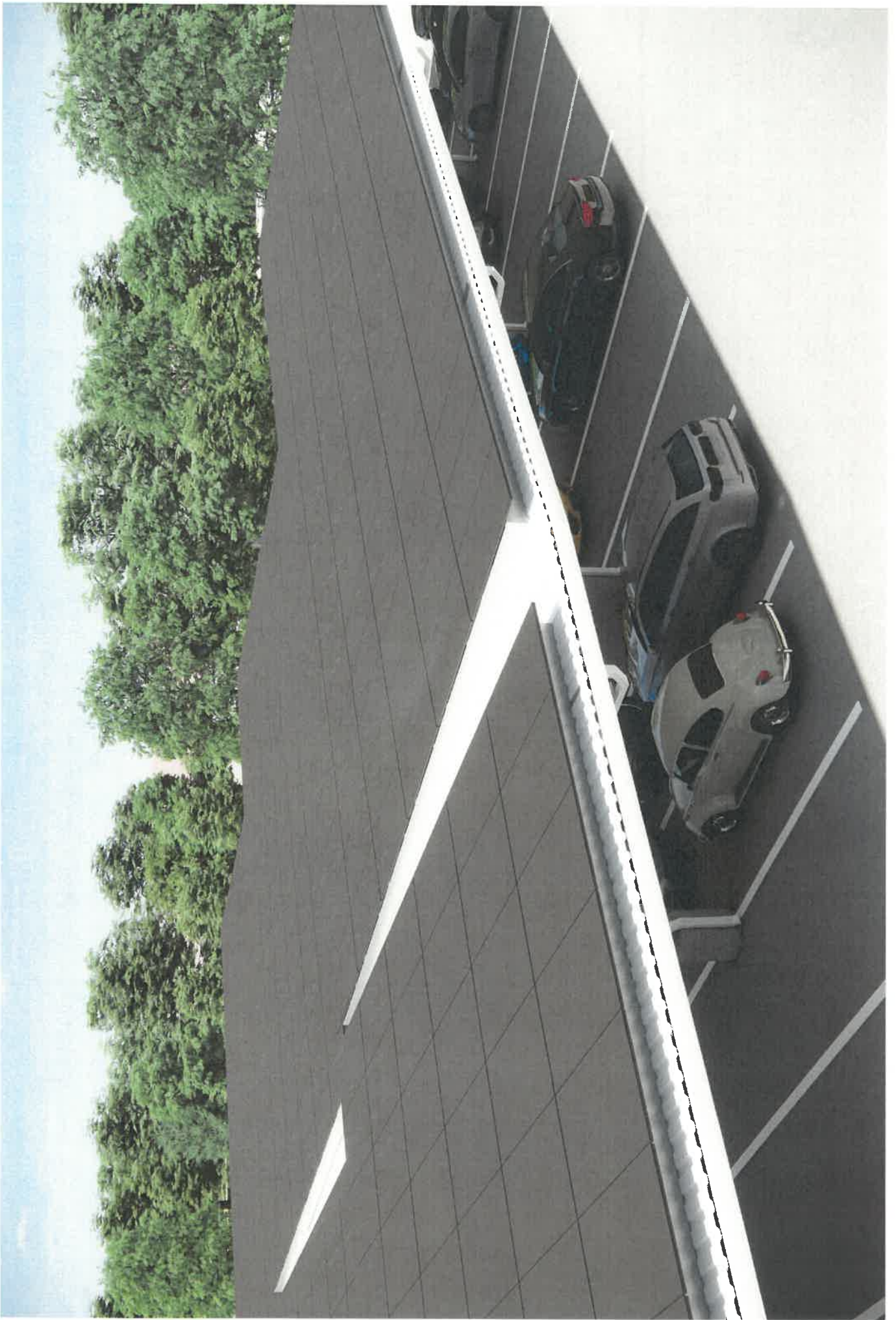












THE BLADE

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Fax: 419-724-6438

General: 419-724-6000

NOTICE OF PUBLIC HEARING SYLVANIA CITY COUNCIL

Notice is hereby given that a Public Hearing will be held before the Sylvania City Council in City Council Chambers, 6635 Maplewood Ave, Sylvania, OH 43560 on Tuesday, September 2, 2025 at 7:00 p.m. to discuss Petition for Zoning Ordinance Amendment SUP-2-2025, Perrysburg Energy (on behalf of the Sisters of St. Francis) for 6832 Convent Blvd. to install carport solar canopies in parking lots B & C; and any person or persons interested in providing testimony, may be heard.

By Order of the Council of the City of Sylvania, Ohio.

Laura Smith, Clerk of Council
#667927

AFFIDAVIT OF PUBLICATION STATE OF OHIO, LUCAS COUNTY}SS.

CITY OF SYLVANIA-DEPT OF PUBLIC SERVICE

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I, Christina H. Myers being first duly sworn, make oath and say that I am an Advertising Clerk in the employ of The TOLEDO BLADE CO., the publishers of THE BLADE, that I personally know the facts herein stated, that said BLADE is a daily newspaper printed, and of general circulation in excess of 15,000, in said County, and in said State, and that the notice of which the below is a true copy of the text, was published in said Daily BLADE according to the above run schedule.

Subscribed in my presence and sworn to before me this 8th day of July, A.D. 2025.

Connie J. Paul
Notary Public, State of Ohio

6832 Convent SUP-2-2025 7/30/25 mailing

| Assessor # | Parcel ID | SPECIAL | NU | CLASS | OWNER | MAILING_AD |
|------------|-----------|-----------|----|-------|---|--|
| 45018010 | 8206651 | | R | | LAURANCE AND LYNN PROPERTIES LLC | 3004 AVATAR CT, OTTAWA HILLS OH 43615 |
| 45021051 | 8208771 | | R | | APPLE CRK BLDG CO INC | 4927 COURVILLE AVE, TOLEDO OH 43623 |
| 45017010 | 8206956 | | C | | KAL-B INVESTMENTS, AN OH GEN PARTNERSHIP | 4927 COURVILLE AVE, TOLEDO OH 43623-2920 |
| 45021085 | 8202633 | | R | | JID REALTY LLC | 5041 FLANDERS RD, TOLEDO OH 43623 |
| 45091035 | 8215021 | SP 3062- | R | | SCHAEFER PAUL L (TRUSTEE) FOR THE PAUL L | 51 MOUNTAIN OAK LN, TRAVELER'S REST SC 29690 |
| 45091005 | 8215014 | | R | | HUNTEBRINKER CHAD V & TRACY L | 5153 FRANCISCAN BLVD, SYLVANIA OH 43560 |
| 45132002 | 8286904 | | R | | ANDERSON MICHAEL P & LAUREN M (OR SURVTC) | 5158 BRINTHAVEN RD, SYLVANIA OH 43560 |
| 45041008 | 8202524 | | R | | CARPENTER TIMOTHY ET AL | 5225 SILICA DR, SYLVANIA OH 43560 |
| 45041010 | 8202537 | | R | | CARPENTER TIMOTHY ET AL | 5225 SILICA DR, SYLVANIA OH 43560 |
| 45025034 | 8201949 | SP 5068 | E | | ANCHOR CHURCH OF THE CHRISTIAN & MISSION | 5516 SILICA DR, SYLVANIA OH 43560 |
| 45025051 | 8201974 | | E | | ANCHOR CHURCH OF THE CHRISTIAN & MISSIONARY | 5516 SILICA DR, SYLVANIA OH 43560 |
| 45021059 | 8202664 | | R | | LOUISVILLE TITLE AGENCY FOR N.W. OHIO INC TRUSTEE | 626 MADISON AVE, TOLEDO OH 43604 |
| 45132021 | 8286967 | | R | | LOUISVILLE TITLE AGENCY FOR N.W. OHIO INC | 626 MADISON AVE, TOLEDO OH 43604 |
| 45025058 | 8299015 | | R | | LOUISVILLE TITLE AGENCY FOR NW OHIO INC | 650 W PEACHTREE SQ NW, ATLANTA GA 30308 |
| 45018001 | 8206637 | | U | | PENNSYLVANIA LINES LLC | 6641 CONVENT BLVD, SYLVANIA OH 43560-2850 |
| 45018007 | 8206637 | | R | | REED KAY L | 6643 CONVENT BLVD, SYLVANIA OH 43560-2850 |
| 45018007 | 8206924 | | R | | SOMERS BARBARA A | 6669 CONVENT BLVD, SYLVANIA OH 43560 |
| 45021001 | 8206914 | | R | | KEISTER EARL W & CHERRY D CO-TRUSTEES | 6711 MONROE ST BLDG 3 STE B, SYLVANIA OH 43560 |
| 45025064 | 8228481 | | C | | FOSTER ENTERPRISES, LLC, AN OHIO LIMITED | 6711 MONROE ST BLDG IV STE A, SYLVANIA OH 4356 |
| 45025065 | 8228491 | | C | | STONEBRIDGE INVESTORS LTD | 6795 CONVENT BLVD, SYLVANIA OH 43560-2852 |
| 45021058 | 8202687 | | R | | GAWLE EDWARD C & MARY L | 6805 CONVENT BLVD, SYLVANIA OH 43560-2854 |
| 45021057 | 8202684 | | R | | NANEZ JUAN CARLOS & LINDAL | 6807 CONVENT BLVD, SYLVANIA OH 43560 |
| 45021055 | 8202634 | | R | | URBAN LISA A & BRIAN J (ORSURVTC) | 6809 CONVENT BLVD, SYLVANIA OH 43560 |
| 45021080 | 8202619 | | R | | WHITED TODD | 6817 CONVENT BLVD, SYLVANIA OH 43560-2854 |
| 45132001 | 8286901 | | R | | STEINERT SUSAN F ETAL | 6832 CONVENT BLVD UNIT 1, SYLVANIA OH 43560 |
| 45025032 | 8204187 | SP 293-C | C | | FRANCISCAN PROPERTIES INCAN OH | 6832 CONVENT BLVD UNIT 1, SYLVANIA OH 43560 |
| 45041005 | 8202477 | | E | | SISTERS OF ST FRANCIS OF SYLVANIA OHIO | 6832 CONVENT BLVD UNIT 1, SYLVANIA OH 43560 |
| 45041006 | 8202487 | | E | | SISTERS OF ST FRANCISOF SYLVANIA OHIO | 6832 CONVENT BLVD UNIT 1, SYLVANIA OH 43560 |
| 45041007 | 8202504 | | E | | SISTERS OF ST FRANCISOF SYLVANIA OHIO | 6832 CONVENT BLVD UNIT 1, SYLVANIA OH 43560 |
| 45041021 | 8202507 | | E | | SISTERS OF ST FRANCIS OF SYLVANIA | 6832 CONVENT BLVD UNIT 1, SYLVANIA OH 43560 |
| 45041023 | 8202494 | | E | | SISTERS OF ST FRANCISOF SYLVANIA OHIO | 6832 CONVENT BLVD UNIT 1, SYLVANIA OH 43560 |
| 45041025 | 8202457 | | E | | SISTERS OF ST FRANCIS OF SYLVANIA OHIO | 6832 CONVENT BLVD UNIT 1, SYLVANIA OH 43560 |
| 45041026 | 8202501 | | E | | SISTERS OF ST FRANCISOF SYLVANIA OHIO | 6832 CONVENT BLVD UNIT 1, SYLVANIA OH 43560 |
| 45091004 | 8215011 | | E | | SISTERS OF ST FRANCIS OF SYLVANIA OHIO | 6832 CONVENT BLVD UNIT 1, SYLVANIA OH 43560 |
| 45021060 | 8202704 | | E | | LOURDES PROPERTIES LLC | 6832 CONVENT BLVD, SYLVANIA OH 43560 |
| 45021063 | 8202674 | | E | | LOURDES COLLEGE OF SYLVANIA OHIO | 6832 CONVENT BLVD, SYLVANIA OH 43560 |
| 45021071 | 8202701 | | E | | LOURDES PROPERTIES LLC ANOHIO LLC | 6832 CONVENT BLVD, SYLVANIA OH 43560 |
| 45021073 | 8202694 | | E | | LOURDES COLLEGE | 6832 CONVENT BLVD, SYLVANIA OH 43560 |
| 45021074 | 8202693 | | R | | LOURDES PROPERTIES LLC AN OHIO LIMITED L | 6832 CONVENT BLVD, SYLVANIA OH 43560 |
| 45091003 | 8215007 | | R | | STIENE ELLIOT ET AL (ORSURVTC) | 6953 CONVENT BLVD, SYLVANIA OH 43560 |
| 45091002 | 8215004 | | R | | NOLAN SHARON L & JOHN P | 6961 CONVENT BLVD, SYLVANIA OH 43560-2860 |
| 45091001 | 8215001 | | R | | VOGT MICAH J & KATHERINE M | 7001 CONVENT BLVD, SYLVANIA OH 43560 |
| 45021052 | 8208741 | | R | | GALL ALFRED T & SANDRA L | 7016 CONVENT BLVD, SYLVANIA OH 43560-2862 |
| 45041011 | 8202541 | | R | | ESPINO MONICA A | 7026 CONVENT BLVD, SYLVANIA OH 43560 |
| 45041001 | 8201867 | SP 3062-4 | E | | SYLVANIA CSD BOARD OF EDUCATION | P O BOX 608, SYLVANIA OH 43560 |
| 45041004 | 8202471 | | E | | BOARD OF EDUCATION OF THESYLVANIA CITY S | P O BOX 608, SYLVANIA OH 43560 |

6

ORDINANCE NO. 82-2025

**REVISING THE ADMINISTRATIVE, DEPARTMENTAL AND
DIVISIONAL ORGANIZATION OF THE CITY AND THE CODIFIED
ORDINANCES THEREOF BY AMENDING SYLVANIA CODIFIED
ORDINANCE CHAPTER 139 – POSITION AND COMPENSATION PLAN;
AND DECLARING AN EMERGENCY.**

WHEREAS, the Director of Personnel has recommended that the Position and Compensation Plan should be amended as set forth on the attached “Exhibit A;”

WHEREAS, at the July 21, 2025 meeting of Sylvania City Council, this matter was referred to the Employee and Community Relations Committee for their review and recommendation; and,

WHEREAS, the Employee and Community Relations Committee met on August 18, 2025 to review the proposed Employee Handbook and after review, recommended some modifications be made as reflected in the attached “Employee Handbook and Code of Conduct.”

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)(7) of the Codified Ordinances of Sylvania, 1979, as amended, be and it is, hereby repealed effective on and after September 3, 2025.

SECTION 2. That Section 139.04(e) of the Codified Ordinances of Sylvania, 1979, as amended, be and it is, hereby repealed effective on and after September 3, 2025.

SECTION 3. That Section 139.04(e)(1) of the Codified Ordinances of Sylvania, 1979, as amended, be and it is, hereby repealed effective on and after September 3, 2025.

SECTION 4. That Section 139.04(e)(2) of the Codified Ordinances of Sylvania, 1979, as amended, be and it is, hereby repealed effective on and after September 3, 2025.

SECTION 5. That Section 139.04(e)(3) of the Codified Ordinances of Sylvania, 1979, as amended, be and it is, hereby repealed effective on and after July 22, 2025.

SECTION 6. That Section 139.05(b) 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 September 3, 2025.

SECTION 7. That Section 139.06 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 B” effective on and after September 3, 2025.

SECTION 8. That Section 139.07 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 C”

effective on and after January 1, 2026.

SECTION 9. That Section 139.07(d) of the Codified Ordinances of Sylvania, 1979, as amended, be and it is, hereby repealed effective on and after September 3, 2025.

SECTION 10. That Section 139.12 – Payroll Deductions for Savings Bonds and Notes, of the Codified Ordinances of Sylvania, 1979, as amended, be and it is, hereby repealed effective on and after September 3, 2025.

SECTION 11. That the Employee Handbook and Code of Conduct attached hereto is hereby approved and adopted.

SECTION 12. 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 13. 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 14. 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 amendments to this Chapter and the provisions in the Position and Compensation Plan 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, _____, 2025, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

139.05 OVERTIME AND EMERGENCY CALL-IN PAY.

* * *

(b) Overtime Compensation for Certain Salaried Employees. A salaried employee included on the list of occupational titles in a position of Water Maintenance Crew Leader, Sewer Maintenance Crew Leader, Street Maintenance Crew Leader, Parks and Forestry Crew Leader, and Vehicle Maintenance Manager when required to work pursuant to subsection (a) hereof shall be paid at the rate of time and one-half the regular rate for all hours worked over eight in any one day or for all hours worked over forty in any one week, whichever is greater, but not for both. The work schedule shall be maintained by the division's administrative head or his appointed deputy and filed with the employee's work record with the Treasurer.

(Ord. 10-2013. Passed 1-22-13.)

Those employees listed above may elect to take compensatory time off in place of overtime pay. Should an employee elect to accumulate compensatory time in lieu of overtime pay for any overtime worked, the employee may request such compensatory time using the applicable form provided by the City. Request for compensatory time must be submitted to the employee's Foreman no later than when the employee's pay sheets are submitted, otherwise the employee will be paid for the overtime.

No employee may accumulate more than eighty hours of compensatory time within one calendar year and it shall be accumulated at the overtime rate. Compensatory time must be used by the last pay period of each calendar year and those hours not used at that time will be paid in cash at the rate of pay of when they were earned. Compensatory time must be taken in increments of not less than one hour. Requests for leave chargeable to compensatory time will be formulated in accordance with procedures established by the City and must not present a scheduling conflict or interfere with the orderly operation of the division or section. (Ord. ____-2025. Passed ____-2025.)

* * *

139.06 HOLIDAYS.

(a) All regular full-time City employees shall receive their regular compensation for any day or part thereof, during which the public offices of the City are closed, proclaimed as a holiday in legislation passed by Council and for the following legal holidays or parts thereof as hereinafter designated.

New Year's Day

Martin Luther King, Jr. Day (3rd Monday in January)

President's Day (3rd Monday in February)

Memorial Day (Last Monday in May)

Juneteenth Independence Day (June 19)

Independence Day (July 4)

Labor Day (1st Monday in September)

Veterans' Day (November 11)

Thanksgiving Day (4th Thursday in November)

Friday after Thanksgiving Day

Christmas Eve (December 24)

Christmas Day (December 25)

Provided, however, that the Judge of Sylvania Municipal Court shall have discretion in determining the Holiday Schedule for Sylvania Municipal Court and its employees.

Provided, still further, however, that any legal holiday or part thereof designated hereinabove may, by legislation passed by Council, be prospectively abrogated and a different day or part thereof substituted for such abrogated holiday.

*

*

*

(Ord. ____-2025. Passed ____-2025.)

139.07 LEAVES OF ABSENCE.

* * *

(b) Sick Leave.

* * *

- (3) There is no limit on the amount of unused sick leave credit that may be accumulated. (Ord. ____-2025. Passed ____-2025.)

* * *

- (7) Upon death or retirement with proper notice, an employee or his/her estate shall be entitled to cash payment for accrued unused sick leave as follows:
- A. All employees hired between January 1, 1984 and December 31, 1999 shall receive payment for one-half of such accrued sick days up to a maximum of 120 days.
 - B. All employees hired on or after January 1, 2000 shall receive payment for one-third of such accrued sick days up to a maximum of 120 days.

* * *

(c) Personal Leave.

(1) Parental Leave.

- A. Each permanent full-time employee with at least one-year of service and at least one thousand two hundred fifty (1,250) hours worked in the past year is eligible, upon the birth or adoption of a child, for a paid parental leave of absence.
- B. Parental leave shall begin on the date of the birth of an employee's child or on the day on which custody is taken by the employee for adoption placement.
- C. To be eligible for leave, the employee must be the biological parent of a newly born child or the legal guardian of and reside in the same home as a newly adopted child. If an employee adopts multiple children, the adoption shall be considered a single qualifying event, and will not serve to increase the length of leave for the employee, so long as the children are adopted within six (6) weeks of each other. Employee must not have taken paid parental leave in the preceding 12 months.
- D. Parental leave under this section shall not exceed four (4) continuous weeks immediately following the birth or adoption of a minor child, which shall include four (4) weeks of paid leave. Employees may choose to use any form of accrued paid leave or compensatory time for which the employee is qualified for additional time, over the four (4) weeks of paid leave. Each week of paid leave is compensated at 100 percent of the employee's regular, straight-time weekly pay. Paid parental leave will be paid on a biweekly basis on regularly scheduled pay dates. Any leave after the four (4) weeks shall be covered by accrued leave or taken unpaid.
- E. All the following apply to employees granted parental leave:
 - 1. They remain eligible to receive all employer-paid benefits and continue to accrue other forms of paid leave as if they were in active paid status.

2. They are ineligible to receive overtime pay, and no portion of their parental leave shall be included in calculating their overtime pay.
3. They are ineligible to receive holiday pay. A holiday occurring during the leave period shall be counted as one (1) day of parental leave and be paid as such.

(2) Bereavement Leave.

In the event of death to the parent, child, spouse, grandparent, grandchild, brother, sister or in-law of a full-time employee in the City service, such employee shall be entitled to leave with pay if he/she attends the funeral as follows: three days if the burial takes place in the City or within 500 miles thereof; four days, if the burial takes place between 500 and 900 miles from the City; and five days if the burial takes place more than 900 miles from the City. Such days shall be consecutive and one of such days shall be the day of the funeral.

“Exhibit C”

CITY OF SYLVANIA

EMPLOYEE HANDBOOK AND CODE OF CONDUCT

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WELCOME AND INTRODUCTION

It is important that every employee of the City of Sylvania ("Sylvania") has a safe, professional and enjoyable place to work. This Employee Handbook ("Handbook") is a resource that outlines the rights and responsibilities of employees and answers many of the questions asked by employees every day. In some cases, the general policy is described but the specific detail is not set forth in this Handbook. To obtain additional information, it may be necessary to speak to your Department Head, Union Representative (if applicable), or the City's Office of Human Resources.

Employees are responsible for reading this Handbook, familiarizing themselves with its contents, and adhering to all of the policies and procedures of the City, whether set forth in this Handbook or elsewhere. Each employee should take time to review this Handbook and become familiar with its contents.

The policies, procedures and standard practices described in this Handbook are not conditions of employment and the information in this Handbook represents only guidelines. This Handbook does not create an express or implied contract between the City and any of its employees.

The City reserves the right to modify this Handbook and amend or terminate any policies, procedures, or employee benefit programs whether or not described in this Handbook.

Because of the variety of jobs throughout the City, and the fact that there are a number of collective bargaining agreements that control different job classifications, it is impossible to provide you with a comprehensive policy manual that covers all employees and situations. If the provisions of a particular collective bargaining agreement differ from this Handbook, the provisions of the collective bargaining agreement will prevail.

Thank you for your cooperation and dedicated service to the City of Sylvania.

Sincerely,

Mark R. Frye, Mayor

PURPOSE

The purpose of this Handbook is to provide a guide to general employment-related questions for all employees of the City of Sylvania. Please take the necessary time to read the Handbook. As an employee of the City of Sylvania, you are responsible for reading and understanding the guidance and policies included within the handbook.

An employee Handbook cannot reasonably anticipate every circumstance or question involving policy. Supervisors and the Office of Human Resources also serve as a source of information for employees. The City of Sylvania may have additional administrative or collectively bargained policies and procedures which supplement policies in this Handbook. The examples included within this Handbook are intended for illustrative purposes and to aid an employee in understanding specific policies.

Except as otherwise indicated in this Handbook, the Handbook applies to all classified and unclassified employees under the authority of the City of Sylvania.

Many matters covered by this Handbook, such as benefit plan descriptions, are also described in separate City documents. These City documents are always controlling over any statement made in this handbook or by any member of management.

The policies and procedures set forth and adopted in this Handbook are structured to comply with applicable local, state and federal laws, rules, regulations and administrative policy. If there is a conflict between this Handbook and any applicable law, rule, regulation or labor agreement, the applicable laws, rules, regulations or labor agreements are always controlling.

This Handbook states only general City guidelines. The City reserves the right to review, amend, modify, withdraw, or interpret the policies, benefits or terms and conditions of employment included herein. Rules governing the safety, health, and conduct of the employees of the City of Sylvania will be posted for at least fourteen (14) calendar days prior to implementation. The City reserves the right to publish and disseminate the Handbook and all changes electronically. Employees are responsible for reading and understanding the Handbook and any changes.

This Handbook does not create a contract for employment between the City and the employee. Rights of employees governed by local, state or federal law or collective bargaining agreements, where applicable, will supersede the ideas expressed herein.

This Handbook supersedes all prior Handbooks.

COVERAGE

This Handbook is intended to set forth general policies, rules and benefits as they apply to City employees. If any provision of this Handbook conflicts with an existing contract or agreement, the provisions of the contract or agreement control. It does not cover elected officials or temporary, seasonal, part-time employees who normally work fewer than thirty (30) hours per week, or employees of the Court. Any provisions covering pay, benefits and terms and conditions of employment for non-bargaining employees who are excluded from the Personnel Policy must be specified as such in City Ordinances other than in this Personnel Policy.

NOMENCLATURE

The terms "Human Resource Manager," "Human Resources Department," "Office of Human Resources," "Personnel Director" and "Director of Personnel" are used interchangeably throughout this document and refer to the Human Resources Manager and/or Director of Personnel individually or collectively.

SECTION 1

GOVERNING PRINCIPLES OF EMPLOYMENT AND EMPLOYEE CONDUCT

1.1 At-Will Disclaimer

This Handbook, or any other verbal or written communication by a management representative is not, and should not be considered to be an agreement, contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation. This Handbook does not confer a contract of employment between the employee and the City of Sylvania.

Article VIII, Section 1.0 of the Charter of the City of Sylvania outlines the positions identified as classified and unclassified service. The terms of the Charter and the Codified Ordinances relating to employment with the City establish the employment at will ("unclassified" status which permits the City or the employee to end the employment relationship at any time, for any reason, with or without cause or notice).

In certain circumstances, as noted herein, the Mayor may provide special arrangements concerning terms or conditions of employment in an individual case or generally and any such modification must be in a signed writing.

1.2 Equal Employment Opportunity Policy The City of Sylvania is an equal opportunity employer that does not discriminate on the basis of actual or perceived race, creed, color, religion, alienage or national origin, ancestry, citizenship status, age, disability or handicap, sex, marital status, veteran status, sexual orientation, genetic information, whistleblower status, or any other characteristic protected by applicable federal, state or local laws. The City is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities and all other terms, conditions, benefits, and privileges of employment.

The City will make a reasonable accommodation to the known physical or mental limitations of qualified employees with disabilities unless the accommodation would cause significant difficulty or expense for the City. A reasonable accommodation is any change in the workplace (or in the ways things are usually done) to help a person with a disability apply for a job, perform the duties of a job, or enjoy the benefits and privileges of employment. If an employee needs assistance to perform their job duties because of a physical or mental condition, notify the Human Resources Office.

The City will accommodate the sincere religious beliefs of its employees to the extent such accommodation would not cause difficulty or expense for the City. If you wish to request such an accommodation, please contact the Human Resources Office.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the Human Resources Office. Retaliation against individuals who raise issues of equal employment opportunity is strictly prohibited. If an employee feels they have been subject to any such retaliation, they should bring the matter to the attention of the Human Resources Office. To ensure our workplace is free of artificial barriers, violation of this policy, including any improper retaliatory conduct, will lead to discipline, up to and including termination. All employees must cooperate with all investigations. A failure to cooperate with an investigation pursuant to this section is a separate event for the purpose of discipline.

1.2 Employee Conduct

A. Unlawful Discrimination and Harassment

The City is committed to providing an environment that is safe and free from unlawful discrimination and harassment. Unlawful discrimination or harassment is behavior directed toward an employee because of his/her membership in a protected class such as: race, color, creed, religion, or national origin, ancestry, citizenship status, age, disability or handicap, sex, marital status, veteran status, sexual orientation, genetic information, whistleblower status, or any other characteristic protected by applicable federal, state or local law. Unlawful discrimination and harassment is inappropriate and illegal and will not be tolerated. All forms of unlawful discrimination and harassment are governed by this policy and must be reported and addressed in accordance with this policy.

1. Definitions

Unlawful discrimination occurs when individuals are treated less favorably in their employment because of their membership in a protected classification. An employer may not discriminate against an individual with respect to the terms and conditions of employment, such as promotions, raises and other job opportunities, based upon that individual's membership in that protected class.

Harassment is a form of discrimination. Harassment is unwelcome conduct that is based upon a protected classification. Harassment becomes unlawful where: (1) enduring the offensive conduct becomes a condition of continued employment; and/or (2) the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

Sexual harassment is one type of unlawful harassment. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: (1) submission to the conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work

environment. Harassment on the basis of an employee's membership in any protected classification is unlawful, will not be tolerated, and must be reported.

2. Examples

Unlawful discrimination and harassment do not generally encompass conduct of a socially acceptable nature. However, some conduct that is appropriate in a social setting may be inappropriate in the workplace. A victim's perceived acquiescence in the behavior does not negate the existence of unlawful discrimination or harassment. Inappropriate conduct that an employee perceives as being "welcome" by another employee may form the basis of a legitimate complaint.

3. Complaint Procedure

Employees who feel they have been subject to unlawful discrimination or harassment by a fellow employee, supervisor, or other individual affiliated with the City shall expediently report the conduct, in writing, to their supervisor, Department Head or Human Resources Manager. If the person towards whom the complaint is directed is one of the persons listed above, the complaint shall be reported to the Director of Law. If the complaint pertains to the Director of Law, the complaint shall be reported to the Mayor.

Similarly, employees who feel they have witnessed discrimination or harassment, or who have questions or concerns regarding discrimination or harassment, shall immediately contact their supervisor or Department Head or Human Resources Manager. Late reporting of complaints will not, in and of itself, preclude the City from taking remedial action. However, so that a thorough and accurate investigation may be conducted, employees are encouraged to submit complaints in writing and in an expedient manner following the harassing or offensive incident. All supervisors are required to follow up on all claims or concerns, whether written or verbal, regarding unlawful discrimination and harassment.

Although employees may confront the alleged harasser at their discretion, they are also required to submit a written report of any alleged incidents of harassment or discrimination through their supervisor or Department Head or Human Resources Manager. When the City is notified of the alleged harassment, it will timely investigate the complaint. The investigation may include private interviews of the employee allegedly harassed, the employee committing the alleged harassment and any witnesses. To the extent required by applicable law, information will be kept as confidential as practicable. All employees are required to cooperate in any investigation of a harassment complaint. A failure to cooperate with an investigation pursuant to this section is a separate event for the purpose of discipline.

Determinations of harassment shall be made on a case-by-case basis. If the investigation reveals the complaint is valid, prompt attention and disciplinary action designed to stop the harassment and prevent its recurrence will be taken.

4. Retaliation

Anti-discrimination laws prohibit retaliatory conduct against individuals who file a discrimination charge, testify, or participate in any way in an investigation, proceeding, or

lawsuit under these laws: or who oppose employment practices that they reasonably believe discriminate against protected individuals, in violation of these laws. The law also prevents retaliatory conduct against individuals who are close personal friends or family members with an individual who engaged in protected conduct. Supervisors and employees shall not in any way retaliate against an individual for filing a complaint, reporting harassment, participating in an investigation, or engaging in any other protected activity. Any employee who feels that he or she has been subjected to retaliatory conduct as a result of actions taken under this policy, or as a result of his/her relationship with an individual who took action under this policy, shall immediately report such conduct to their supervisor or Department Head, or if neither of these individuals is appropriate, to the Human Resources Manager. If the person towards whom the complaint is directed is one of the persons listed above, the complaint shall be reported to the Director of Law.

Any person found to have retaliated against an individual for engaging in activity protected by this policy will be subject to discipline. Disciplinary action for filing a false complaint is not a retaliatory act.

5. False Complaints

Legitimate complaints made in good faith are strongly encouraged; however, false complaints or complaints made in bad faith will not be tolerated. Failure to prove unlawful discrimination or harassment will not constitute a false complaint without further evidence of bad faith. False complaints are considered to be a violation of this policy and an employee who makes a false complaint may be subject to discipline.

6. Corrective Action

If the City determines unlawful discrimination, harassment, or retaliation has taken place, appropriate corrective action will be taken, up to and including, termination. The corrective action will be designed to stop the unlawful conduct and prevent its recurrence. If appropriate, law enforcement agencies or other licensing bodies will be notified. Any individual exhibiting retaliatory or harassing behavior towards an employee who exercised a right under this policy, or who is a close personal friend or family member of someone who exercised a right under this policy, will be subject to discipline, as will any employee who has knowledge of unlawful conduct and allows that conduct to go unaddressed.

B. Workplace Violence Policy

The City of Sylvania's Policy is to promote a safe environment for our employees and the visiting public, and to work with employees to create a professional work environment that fosters respect and dignity of all employees while maintaining an environment free from intimidation and violence. The City forbids all conduct that disrupts or interferes with an employee's work performance or that creates an intimidating, offensive or hostile work environment. All employees are responsible for abiding by this Policy. The City will not tolerate behaviors prohibited by this policy whether engaged in by supervisors, managers, or employees, and the City will also attempt to protect employees from such behaviors in the workplace by non-employees.

City employees found to be in violation of this Policy will be subject to disciplinary action up to and including termination and may also be personally subject to other civil and criminal penalties. All forms of violence, threats or intimidation directed at City employees by persons outside the City will be met with an immediate response, which may include civil and/or criminal action designed to protect the employee and prevent further instances of workplace violence.

In addition, employees sometimes experience personal situations that may adversely impact the workplace. These situations should also be reported directly to the employee's immediate supervisor or to the Office of Human Resources. Examples of personal situations of concern are:

- The employee is subject to threats or domestic violence where there is a possibility that the party committing the abuse will seek out the employee at the workplace.
- The employee has obtained a civil protection order that names the workplace as a restricted area.
- The employee is receiving threatening or harassing telephone calls, text messages, instant messages and/or emails in the workplace.
- The employee is the target of unwanted pursuit by another who has been seen in or near the workplace.

Procedures for Reporting a Threat

In a life-threatening situation involving violence in progress, immediately call 911 and report the situation directly to the Police.

Reports of violations of this policy should be made as soon as possible following the alleged incident. While there exists no time limit for reporting conduct in violation of these Policies, delays in reporting can affect the ability to thoroughly investigate the conduct and may limit the recourse the City has available to it in correcting the behavior. Investigations are aided by expedient reporting while recollections of the events are fresh and easily recalled.

Retaliation against individuals who report conduct in violation of this Policy to management or who cooperate in the investigations of such reports in accordance with this Policy is strictly prohibited. If an employee feels he or she has been subjected to any such retaliation, he or she should report it in the same manner in which the employee would report a claim of conduct in violation of this policy.

Employees who feel they have been subject to a potentially dangerous situation by a fellow employee, supervisor, or other individual affiliated with the City shall expediently report the conduct, in writing, to their supervisor, Department Head or Human Resources Manager. If the person towards whom the complaint is directed is one of the persons listed above, the complaint shall be reported to the Director of Law.

The Human Resources Manager will work to coordinate a prompt and thorough investigation of the matter. The employee will be apprised of the progress of the investigation.

Violations of this Policy including any improper retaliatory conduct will result in disciplinary action, up to and including discharge. All employees must cooperate with all investigations. A failure to cooperate with an investigation pursuant to this section is a separate event for the purpose of discipline.

1.8 Drug-Free and Alcohol-Free Workplace Policy

The purpose of this policy is to establish a Drug-Free Workplace Program that balances our respect for individuals with the need to maintain an alcohol and drug-free work environment. The City is committed to protecting the safety and health of all employees and other individuals, such as the general public. The use and/or effects of drugs and/or alcohol at work interferes with that goal. Employees abusing drugs and alcohol jeopardize the health and safety of themselves, their coworkers, citizens, and others. All employees are responsible for reporting suspected drug or alcohol use by other employees that would violate this Policy.

Any unlawful manufacture, distribution, dispensation, possession, or use of controlled substances on City premises by employees is strictly prohibited, and violators will be subject to discipline and criminal prosecution.

Prohibited conduct under this policy includes, but is not limited to:

- Possession or consumption of alcoholic beverages in City vehicles, while in City uniform or while on City property, whether on or off duty. This includes time on paid breaks or unpaid lunch breaks.
- Possession or consumption of Marijuana or any Marijuana derivative in City vehicles, while in City uniform or while on City property, whether on or off duty. This includes time on paid breaks or unpaid lunch breaks.
- Being under the influence of intoxicants or illicit/illegal drug while conducting work for or on behalf of the City. This shall include, but is not limited to, while in City vehicles, while in City uniform, while on City premises; and/or while off duty and off of City premises. This includes time on paid breaks or unpaid lunch breaks.
- The illegal use, possession, manufacture, sale, dispensing, and transporting of drugs, narcotics and controlled substances while conducting work for or on behalf of the City. This shall include, but is not limited to, while in City vehicles, while

in City uniform, while on City premises; and/or while off duty and off of City premises. This includes time on paid breaks or unpaid lunch breaks.

- The presence of any detectable amount of Marijuana Metabolites or any illegal drug or illegal controlled substance in an employee's system, while performing City business is prohibited. This includes time on paid breaks or unpaid lunch breaks.
- The illegal or improper use of prescription drugs, as it is in violation of this Policy to intentionally misuse and/or abuse prescription drugs.
- The possession of drug paraphernalia in City vehicles, while in City uniform or while on City property, whether on or off duty. This includes time on paid breaks or unpaid lunch breaks.

Drug Related Convictions

Any employee that is convicted or enters a plea to a drug related offense occurring either in the workplace or out of the workplace must notify the City in writing within five (5) calendar days of the conviction. The City will take appropriate action, which may include discipline up to and including termination. Failure to notify the City of a conviction or plea to a drug related offense may result in termination.

The City may also require an employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for those purposes by a Federal, State, or local health, law enforcement, or another appropriate agency.

Any employee convicted of a workplace-related drug offense, who fails to report the conviction as required above will be:

1. Terminated from employment;
2. Forever barred from future employment; and,
3. Held Civilly liable for any loss of funds resulting from the failure to report the conviction.

Inspections

The City reserves the right to inspect all portions of its premises for drugs, alcohol or other contraband.

Drug and Alcohol Testing

Section 1. Employees who voluntarily come forward and ask for assistance to deal with a drug or alcohol problem shall not be disciplined by the Employer unless the employee is found guilty of other misconduct. Disciplinary action will not be taken against an employee unless he/she refuses to submit to testing, refuses the opportunity for rehabilitation, fails to complete a rehabilitation program successfully, or again tests positive for drugs within two (2) years of completing an appropriate rehabilitation program.

Section 2. Drug and alcohol screening/testing shall be conducted upon: (1) pre-promotional; (2) reasonable suspicion (the Employer possesses facts that give rise to reasonable suspicion that an employee is currently or had recently been engaging in the improper use of controlled substances or alcohol; or randomly. Drug screening/testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceedings. Under no circumstances may the results of drug screening or testing be released to third party, or except in internal disciplinary matters, including arbitration. Any employee refusing to submit to the drug test or refusing to sign the drug test release and authorization will be subject to the disciplinary process of this Agreement.

Section 3. Alcohol and marijuana testing shall be done to detect drivers operating a motor vehicle under the influence. A positive blood alcohol result of .04 shall be cause for the Employer to proceed with sanctions as set forth herein.

Section 4. All drug screening tests shall be conducted by medical laboratories certified by the Ohio Department of Health. Testing shall be conducted in a manner to ensure that an employee's legal drug use does not affect the drug test results, unless such legal drugs are abused or otherwise impair the employee. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be collected utilizing the split sample method of collection, following prescribed testing procedures.

Section 5.

- A. All samples shall be tested for chemical adulteration, narcotics, cannabis, pcpi amphetamines, sedatives and/or alcohol as follows:

| DRUG | SCREENING TEST | CONFIRMATION |
|------------------------|------------------------|-----------------|
| 1. Amphetamines | 1000 ng/ml Amphetamine | 500 ng/ml GC-MS |
| 2. Barbiturates | 300 ng/ml Barbiturate | 200 ng/ml GC-MS |
| 3. Benzodiazepines | 300 ng/ml | 300 ng/ml |
| 4. Cocaine Metabolites | 300 ng/ml | 150 ng/ml |
| 5. Methadone | 300 ng/ml | 300 ng/ml |
| 6. Oxycodone | 100 ng/ml | 100 ng/ml |
| 7. Opiates | 300 ng/ml | 300 ng/ml |
| 8. Phencyclidine PCP | 25 ng/ml | 25 ng/ml |
| 9. Propoxyphene | 300 ng/ml | 200 ng/ml |

Alcohol - .04 of 1% or more by weight of blood alcohol or .04 of 1% or more by weight of blood alcohol per 210 liters of employee's breath.

- B. If a drug confirmation test is positive, the employee may, upon written request and at the employee's expense, have the split sample retested by a ODH certified laboratory. This request shall be presented within seventy-two (72) hours upon being notified of a positive result.

Medical Review Physician. The Medical Review Physician shall be chosen and agreed upon between the Employee and Employer and must be a licensed physician with a knowledge of substance abuse disorders. The Medical Review Physician shall be familiar with the characteristics of the test (sensitivity, specificity and predictive value), the laboratories running the tests, and the medical conditions and work exposure of the employees.

The role of a Medical Review Physician will be to review and interpret the positive test results. He/She must examine alternate medical explanations for any positive test results. This action shall include conducting a medical review with the affected employee, review of the employee's medical history, and review of any other relevant biomedical factors. The Medical Review Physician must review all medical records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication.

- C. In the event the split sample test confirms the results of the first test, the Employer may proceed with the sanctions as set forth herein.
- D. In the event that the split sample test contradicts the result of the first test, the split sample result is determined to be the final result. The results of this test, if positive, shall allow the Employer to proceed with sanctions as set forth herein. If the results are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed, and the employee will be reimbursed for the cost of the split sample test.

Section 7. If a positive result is produced after the required testing, the Employer shall conduct an internal investigation to determine if facts exist to support the conclusion that the employee knowingly used an illegal controlled substance. Upon the conclusion of such investigation, an employee who has tested positive for the presence of illegal drugs pursuant to this Section shall be referred to an employee assistance program or detoxification program as determined by appropriate medical personnel on drug and alcohol counseling. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave or any other paid leave for the period of the rehabilitation or detoxification program. If no such paid leave is available, such employee shall be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and upon receiving satisfactory results from a retest demonstrating that that employee is no longer abusing a controlled substance, the employee may be returned to the employee's former position. such employee may be subject to periodic retesting upon the employee's return to work as provided for in Section 10. Any employee in a rehabilitation or detoxification program as provided herein will not lose any seniority or benefits.

Section 8. If the employee refuses to undergo rehabilitation or detoxification, or if the employee tests positive during a retesting within one (1) year after the employee's return to work from such a program, the employee shall be subject to disciplinary action. The employee and the Employer shall be given a copy of the laboratory report of all specimens before any discipline is imposed.

Section 9. The costs of all drug screening tests and confirmative tests shall be borne by the Employer; except that any test initiated at the request of the employee, shall be at the employee's expense.

Section 10. The Employer may conduct three (3) tests of any an employee during the one (1) year period after the employee has completed a rehabilitation/detoxification program as provided herein.

Section 11. Once an employee successfully completes rehabilitation, they shall be returned to their regular duty assignment under a conditional working status agreement developed at the time by the parties.

Section 12. This provision is in no way intended to supersede or waive any constitutional or other rights that they employee or the employer may be entitled to under federal, state or local statutes.

1.9 Emergency Response Requirement

In order to ensure the orderly and effective delivery of City services during incidents of emergency or disaster, the City includes as an essential condition of employment for all full-time, non-bargaining personnel, the necessity to respond when called upon by the Mayor.

1.10 Workplace Violence Prevention

All persons should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. Unless authorized, firearms, weapons, and other dangerous or hazardous devices or substances are strictly prohibited on City property.

Conduct that threatens, intimidates, or coerces another employee, vendor, or member of the public will not be tolerated.

All threats of (or actual) violence, both direct and indirect, made by an employee, vendor, or member of the public should be reported as soon as possible to your immediate supervisor or to any department director. All suspicious individuals or activities should also be reported. If you see or hear a disturbance near your work area do not attempt to intercede. Instead, immediately notify your supervisor or, if necessary, the police.

All reports of threats, violence, and suspicious individuals and activity will be investigated promptly and thoroughly. The identity of the reporting individual will be protected to the extent practical. In order to maintain workplace safety and the integrity of the

investigation, employees may be suspended with or without pay pending the outcome of the investigation.

Any employee responsible for conduct in violation of this policy will be subject to discipline up to and including discharge, as well as the possibility of prosecution.

1.11 Probationary Period

All employees below the Executive or Senior Administrative Staff (members of the Executive or Senior Administrative Staff are the Directors of Public Service/Safety, Finance, Personnel, Law, Economic Development and the Chief of Police) level covered by this Employee Handbook that are not covered by a collective bargaining agreement shall be considered probationary staff members during the first year of their most recent employment with the City. The probationary period may be extended additional one (1) ninety (90) calendar day period by the City upon written notice to the staff member before the end of the initial probationary period.

1.12 Camera Monitoring

The City is committed to maintaining a safe and secure environment for all employee, visitors and property. To assist in safeguarding employees, preventing theft, protecting assets and ensuring compliance with policies, the City may use surveillance cameras throughout its premises and parking areas. Only personnel designated by the Mayor will have access to the surveillance footage. Access to footage is confidential and will be used only for the purposes outlined in this policy. Unauthorized viewing, distribution or use of surveillance footage is strictly prohibited and may result in disciplinary action. Such recordings shall be retained for thirty (30) days unless directed to retain recordings for a longer period of time.

Section 2 – Operational Policies

2.1 Employee Categories

For purposes of this handbook, all employees fall within one of the categories below.

Regular Full-Time Employees – Employees who regularly work at least 35 hours per week who were not hired on a short-term basis.

Regular Part-Time Employees – Employees who are regularly scheduled to work fewer than 30 hours per week and are not Short-Term or Seasonal Employees. Regular part-time employees in this category are generally not eligible for City benefits except as required by law.

Short-Term or Seasonal Employees – Employees who are hired for a specific short-term project, or on a short-term or temporary basis. Short-Term Employees generally are not eligible for City benefits.

In addition to the above categories, employees are categorized as either “exempt” or “non-exempt” for purposes of federal and state wage and hour laws. Employees categorized as exempt do not receive overtime pay; they generally receive the same weekly salary regardless of hours worked. The employee will be informed of these categories upon hire and informed of any subsequent changes to the categorizations.

2.2 Your Employment Records

The City maintains personnel files for its employees including, but not limited to: individual employee data, application materials, records pertaining to hiring, promotion, demotion, discipline, transfer, lay off, termination, compensation, hours and training. Employee records are the property of the City and are maintained by the Human Resource Office and/or the Chief of Police.

Employees are encouraged to review their personnel files from time to time to verify the accuracy of the information. Employees should keep their personnel files up-to-date by informing the Human Resources Office of any changes. Employees should also inform the Human Resources Office of any specialized training or skills they may acquire in the future, as well as any changes to any required Visas. Unreported changes of address, marital status, etc. can affect withholding tax and benefit coverage. Further, an “out of date” emergency contact or an inability to reach the employee in a crisis could cause a severe health or safety risk or other significant problem.

All employees who are required to be professionally licensed, registered or certified must submit such license, registration, and/or other license renewals to their Department or Division Head for verification. A copy of the license and/or certification will be maintained in the City’s records. Employees are responsible for monitoring and maintaining their licenses and certifications. Failure to provide or maintain required licenses, registrations and/or certifications may result in the employee not being permitted to work in their employment category or classification. An employee may be discharged from their position if a required licensure, registration or certification expires and/or is not renewed or continued.

2.3 Credit for Prior Service

An employee shall be entitled to recognition of prior full-time employment with Local, County, State, or Federal government entities (inclusive of military service) for the purpose of calculating completed years of service. Such recognition shall be contingent upon verifiable service credit history statement generated by a public employee retirement service (PS). A service credit history statement generated from PERS shall be accepted as sufficient documentation for the determination of the applicable vacation accrual rate. Service credit for which the employee has previously received a monetary distribution or payout shall not be eligible for consideration in the calculation of total years of service.

2.4 Working Hours and Schedule

Office hours vary depending on location. Each employee will be assigned a work schedule and will be expected to begin and end work according to the schedule. To accommodate the needs of the City's citizens, at some point the City may need to change individual work schedules on either a short-term or long-term basis.

2.5 Timekeeping Procedures

For the purpose of establishing consistency in the payroll operations, the City has established a uniform payroll system that all employees are required to follow. Employees must record their actual time worked for payroll and benefit purposes. Non-exempt employees must record the time work begins and ends, as well as the beginning and ending time of any departure from work for any non-work-related reason, on forms as prescribed by the City.

Altering, falsifying or tampering with time records is prohibited and subjects the employee to discipline, up to and including discharge.

Employees are required to record periods of absence from work for reasons such as vacation, sick leave or leaves of absence without pay on forms as prescribed by the City.

It is each employee's responsibility to certify the accuracy of all time recorded. Any errors in the time record should be reported immediately to a Supervisor who will attempt to correct legitimate errors. This section does not apply to elected officials.

2.6 Absence Requests and Reports

. Absence requests shall be made in writing to his/her Supervisor. The Supervisor shall indicate approval or disapproval of the absence. In the event of an unforeseen emergency, where submission pre-approval is not possible, employees may request such time immediately following their return to work.

If the absence is due to the employee's need to care for an immediate family member, as outlined in the Collective Bargaining Agreement or this handbook, the form must indicate which member of the family is in need of care.

If the leave also qualifies under the Family and Medical Leave Act as a serious health condition affecting the employee, or the parent or child of an employee, additional documentation may be required.

An employee may be required to furnish written documentation satisfactory to the City to justify the use of sick leave. Falsification of any required justification for use of sick leave may be grounds for discharge.

Employees may not request time off without pay unless all other forms of paid time off have been exhausted or the employee is otherwise unable to utilize paid time off (i.e. contract language prevents the use of compensatory or vacation time). Requests for time off without pay

must be approved in advance by the employee's Department or Division Head before submission to the Mayor or the Mayor's designee for final approval.

Employee's taking more time off than is available to them may be subject to discipline for being absent without leave unless the absence is for a qualified reason under FMLA or ADA (requires a physician's certification). Requests for leave may be denied if an employee has no remaining leave available.

When an employee becomes ill or injured prior to the start of a scheduled vacation time, a request to rescind previously approved vacation time and to use sick leave must be made and approved and must be accompanied by written documentation satisfactory to the City to justify the use of sick leave. Approval of such requests is at the sole discretion of the Department/Division head and the approval of the Human Resources Manager.

2.7 Light or Restricted Work Assignment

In cases where an employee who is on injury leave, sick leave, or disability leave has received medical certification to return to restricted (light) duty, the City may require, or the employee may request, to be placed in a restricted (light) duty assignment. If the employee requests such restricted (light) duty assignment, the City shall make reasonable efforts to accommodate the employee's request to be placed in a restricted (light) duty assignment.

2.8 Travel Time for Non-Exempt Employees

Overnight, Out-of-Town Trips

Non-exempt employees will be compensated for time spent traveling (except for meal periods) during their normal working hours, on days they are scheduled to work and on unscheduled work days (such as weekends). Non-exempt employees also will be paid for any time spent performing job duties during otherwise non-compensable travel time; however, such work should be performed only with prior management authorization.

Out-of-Town Trips for One Day Non-exempt employees who travel out of town for a one-day assignment will be paid for all travel time.

2.9 Safe Harbor Policy for Exempt Employees

It is the City's policy and practice to accurately compensate employees and to do so in compliance with all applicable local, state and federal laws. To ensure proper payment and that no improper deductions are made, employees must review pay stubs promptly to identify and report all errors.

Employees classified as exempt salaried employees will receive a salary which is intended to compensate them for all hours they may work for the City of Sylvania. This salary will be established at the time of hire or classification as an exempt employee.

Certain types of deductions such as a portion of health, dental or life insurance premiums; state, federal or local taxes; social security; or voluntary contributions to Ohio Deferred Compensation, court ordered child support, garnishments or pension plan contributions will reflect a reduction in net pay.

If the employee believes he or she has been subject to any improper deductions, the employee should immediately report the matter to the City Finance Department. If the employee does not believe they have received a prompt and/or fully acceptable reply, the employee should report their concerns to the Director of Law.

2.10 Direct Deposit

The City of Sylvania requires full time, regular part time, and seasonal employees to use direct deposit. Authorization forms are available from the Human Resources Office.

2.11 Your Paycheck

Each employee will be paid bi-weekly for all the time worked during the past pay period.

Payroll stubs itemize deductions made from gross earnings. By law, the City is required to make deductions for the employee's respective pension system (Ohio Police and Fire, Ohio Public Employee Retirement System or Social Security), federal income tax and any other appropriate taxes. These required deductions also may include any court-ordered garnishments. Payroll stubs also will differentiate between regular pay received and overtime pay received.

If there is an error in employee's pay, the employee should bring the matter to the attention of the Human Resources Department immediately so the City can resolve the matter quickly and amicably. In the event that any error has occurred which results in a substantial shortage in an Employee's pay and the amount of the shortage is not in dispute, then a special check shall be prepared by the City, as soon as practicable. If an error occurs resulting in an overpayment, the City will deduct the overpayment from the next payroll check. Any minor error of less than eight and one-half (8 ½) hours pay in an Employee's pay will be corrected within the next pay period following discovery of the error.

2.12 Salary Advances

The City of Sylvania does not permit advances on paychecks or against accrued paid time off.

2.13 Records Retention

It is the policy of the City of Sylvania to strictly adhere to Ohio's Public Records Act. All exemptions to openness are to be construed in their narrowest sense and any denial of public records in response to a valid request must be accompanied by an explanation, including legal authority, as outlined in the Ohio Revised Code.

The City of Sylvania defines records to include the following: any document, paper, electronic (including but not limited to email) or other format, that is created or received by, or comes under the jurisdiction of a public office that documents the organization, functions, policies, decisions, procedures, operations or other activities of the office. All records of the City of Sylvania are public unless they are specifically exempt from disclosure under the Ohio Revised Code.

For detailed information on the City's Public Records Policy please refer to the Administrative Policy on this matter. Failure on the part of employees to follow this policy can result in possible civil and criminal sanctions against the City and its employees and possible disciplinary action against responsible individuals (up to and including discharge of the employee). Each employee has an obligation to contact the Director of Law to inform them of potential or actual litigation, external audit, investigation or similar proceeding involving the City that may have an impact on record retention protocols.

2.14 Calamity Day

The Mayor shall be permitted, at his/her discretion, to declare an emergency leave during which period those City employees not required by the Mayor to work in essential municipal services, as provided in such declaration, shall be excused from performing their duties and from reporting to work during the declared emergency leave period with no loss of pay.

If City of Sylvania offices are closed due to inclement weather (i.e. excessive snow, ice, or other inclement weather, etc.) all regularly scheduled employees shall be paid their normal rate of pay for their normal work day hours.

Employees required to work regardless of weather conditions shall be paid their normal rate of pay for their normal work day hours in addition to being paid one and one-half (1 ½) times their regular hourly rate of pay for all actual hours worked.

If City of Sylvania offices are open but a non-essential employee is unable to work he/she may use accrued vacation leave or personal days, if available, or if unavailable, may receive an excused day off, without pay, if the employee follows the notification of absence policy applicable to their department.

If employees not deemed "essential personnel" are already at work and the City declares an emergency, or closes to the public due to other natural disasters, or unforeseen emergency, those employees will be allowed to go home and shall receive their normal rate of pay for the remainder of their normal work day hours.

2.15 Dress Code

It is important that all employees give a clean, neat, and appropriate appearance while on duty. A message of professionalism and competence should be delivered to the citizens at all

times through the dress code. Department Heads and Supervisors, with the approval of the Mayor, may set department specific policies to address departmental needs or safety related concerns.

City-Wide Regulations

1. Hygiene: All employees shall be aware that appropriate hygiene is required at all times. Hair should be clean and appropriately kept. Beards and mustaches should be kept clean and neatly trimmed.
2. Clothing: Clothing, including shoes, should be clean and neatly worn (absent holes). No inappropriate or offensive messages may appear on clothing.
3. Jewelry and Body Art: Visible tattoos may be required to be covered, if the tattoos are offensive in their general nature or presentation. No tongue rings, facial piercings or visible belly button rings will be allowed.
4. Off-Duty Attire: Clothing with City logos or other uniforms or clothing items that identify a person as a City employee should not be worn off duty to bars, nightclubs, adult entertainment establishments, or during the consumption of alcohol. Employees should use caution to avoid wearing City clothing at any off-duty location where the appropriateness of doing so might be in question.

Section 3 – Benefits

3.1 Benefits Overview/Disclaimer

In addition to good working conditions and competitive pay, it is the City of Sylvania's policy to provide a combination of supplemental benefits to all eligible employees. These benefits may include time-off benefits, such as vacations and holidays, longevity pay, insurance and other plan benefits. The City is constantly reviewing and evaluating its benefits programs and policies to better meet present and future requirements. These policies have developed over time and continue to be refined to keep up with changing times and needs.

The descriptions of the insurance and other plan benefits in this handbook highlight certain aspects of the applicable plans for general information. The details of those plans are spelled out in the official plan documents, which are available for review upon request from the Human Resources Manager or the City's website. In the determination of benefits and all other matters under each plan, the terms of the official plan documents shall govern over the language of any descriptions of the plans, including this handbook.

Further, the City of Sylvania (including the officers and administrators who are responsible for administering the plans) retains full discretionary authority to interpret the terms of the plans, as well as full discretionary authority with regard to administrative matters arising in connection with the plans and all issues concerning benefit terms, eligibility and entitlement.

If employees have questions regarding benefits, they should contact the Human Resources Manager.

3.2 Paid Holidays

Full-time employees will be paid for the following holidays:

New Year's Day (January 1)

Martin Luther King, Jr. Day (Third Monday in January)

President's Day (Third Monday in February)

Memorial Day (Last Monday in May)

Juneteenth (June 19)

Independence Day

Labor Day (First Monday in September)

Veterans' Day (November 11)

Thanksgiving Day (Fourth Thursday in November)

Day after Thanksgiving (Friday following the Fourth Thursday in November)

Christmas Eve (December 24)

Christmas Day (December 25)

When any of the holidays fall or are celebrated on a regular work day, eligible employees will receive one (1) day's pay at their regular straight-time rate. Eligible employees who are called in to work on a holiday will receive one (1) day's pay at their regular straight-time rate, and an additional payment of one and one-half (1 ½) times their regular rate of pay for the actual time they work that day.

When any of the holidays specified falls on a Sunday, it shall be celebrated the following Monday. When such holiday falls on a Saturday, it shall be celebrated on the preceding Friday.

3.3 Vacation Time

All employees in the City service, except temporary, part-time and seasonal employees, shall be allowed vacation leaves with pay after the completion of one year of employment as follows:

| | |
|--------------------------------------|---|
| During 1 st Calendar Year | 0 days |
| During 2 nd Calendar Year | 1 day per month worked during previous calendar year (max of 10 days) |

| | |
|--|---------|
| During 3 rd -4 th Calendar Years | 10 days |
| During 5 th -6 th Calendar Years | 13 days |
| During 7 th -12 th Calendar Years | 15 days |
| During 13 th -16 th Calendar Years | 20 days |
| During 17 th -18 th Calendar Years | 21 days |
| During 19 th -20 th Calendar Years | 22 days |
| During 21 st -22 nd Calendar Years | 23 days |
| During 23 rd -24 th Calendar Years | 24 days |
| During 25 th + Calendar Years | 25 days |

Absence on account of sickness, injury or disability in excess of that hereinafter authorized for such purpose may, at the request of the employee and within the discretion of the department head, be charged against vacation leave allowance.

The Human Resources Manager shall keep record of vacation leave allowances.

After any employee has completed their first year of service, he/she shall be eligible to take his/her vacation for succeeding years beginning January 1 of the year in which his/her succeeding anniversaries fall. In no way does this section affect any previous section with regard to vacation scheduling and seniority.

At the completion of each calendar year, all employees in the City's service, except temporary, part-time and seasonal employees, shall be allowed, as additional paid vacation leave, called bonus vacation, one-third of each unused sick day earned during such completed calendar year, which leave shall be taken, if at all, in the year following the calendar year which was the basis for allowance thereof. Instead of taking bonus vacation, as herein allowed, as time off, eligible employees may elect to receive part or all of such bonus vacation in cash. Such election shall be made in writing filed with the City following the year in which such bonus vacation was earned. Bonus vacation so elected to be taken in cash shall be paid by the City to such electing employee, at the employee's rate of pay in effect on the December 31 immediately preceding such election, up to and including January 31 following such election.

Vacations must be taken during the anniversary year following the year in which the days are earned, unless otherwise required by law. Unless specified otherwise, no unused vacation will be carried over into a subsequent anniversary year. All unused vacation leave of an employee shall be paid to such employee in a cash payment at the employee's rate of pay in effect on December 31 of the year the vacation leave was allowed subject to the following rules:

1. An employee who is allowed up to and not exceeding 80 hours of vacation leave must use all of such employee's vacation leave in the year allowed or lose that portion not

used and such an employee is not eligible for a cash payment of any portion of such allowed vacation leave.

2. An employee who is allowed 81 hours to 120 hours of vacation leave in a year must use a minimum of 80 hours vacation leave in the year allowed or lose that portion of the 80 hours not used and is eligible for all over 80 hours of vacation leave allowed up to a maximum of 40 hours of vacation leave to be paid in cash.
3. An employee who is allowed 121 hours to 160 hours of vacation leave in a year must use a minimum of 80 hours of vacation leave in the year it is allowed, or lose that portion of the 80 hours not used, and is eligible for all over 80 hours of vacation leave allowed up to a maximum of 80 hours of vacation leave to be paid in cash.
4. An employee who is allowed 161 hours or more of vacation leave in a year must use all of the vacation leave allowed except up to 80 hours of which may be elected to be paid in cash and all of the vacation leave not used or paid in cash is lost.
5. Payment will be made up to an including January 31 following such election.
6. Unused vacation leave up to a maximum of 40 hours for special circumstances beyond the employee's control and with the Mayor's written permission may be carried over to the year following that in which such leave was allowed.
7. The Mayor may waive the one-year of employment eligibility requirement for newly hired non-bargaining unit employees.
8. All full-time City employees covered by this chapter, who were employed by the state, or any political subdivision of the state who were eligible to earn vacation credit may count their prior service time for the purpose of computing the amount of vacation leave as determined by the Office of Human Resources.

3.4 Sick Leave

All full-time employees in the City service shall be entitled to sick leave with pay. Sick leave credit shall accrue at the rate of 10 hours per month with pay for each completed month of service.

Provisional appointees or those who render part-time, seasonal, intermittent, per diem or hourly service shall be entitled to sick leave for the time actually worked at the same rate as that granted full-time employees.

Employees absent from work on legal holidays, during sick leave, vacation, for disability arising from injuries sustained in the course of their employment, for all authorized leaves of absence with pay and for authorized leaves without pay for not over ten days in any one calendar year shall continue to accumulate sick leave at the regularly prescribed rate during such absence as though they were on duty.

An employee eligible for sick leave with pay may use sick leave upon approval of his/her department head for absence due to illness, injury, exposure to contagious disease or due to illness or death in the employee's immediate family requiring the employee's personal attendance. An employee on sick leave shall inform their immediate supervisor

of the fact and the reason therefore as soon as possible and failure to do so within a reasonable time may be cause for denial of pay for the period of absence. The department head may require a doctor's certificate before approving sick leave pay.

Absences for parts of a day that are chargeable to sick leave in accordance with these provisions shall be charged at the rate of one hour of sick leave for each hour or part of an hour of absence.

Upon death or retirement under the appropriate State of Ohio retirement system, with proper notice, an employee or his/her estate shall be entitled to cash payment for sick leave as follows:

1. All employees hired prior to December 31, 1999 shall receive payment for one-half of such accrued sick days up to a maximum of 120 days.
2. All employees hired on or after January 1, 2000 shall receive payment for one-third of such sick days up to a maximum of 120 days.

Should a full-time employee be on sick leave of absence due to illness, injury or other health hazard, the City shall pay for such employee's fringe benefit (insurance) for the month in which he/she leaves the City service, thereafter the City shall continue to pay the same until the beginning effective date of such employee's long-term disability insurance.

3.5 Lactation Breaks

The City will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child, in accordance with and to the extent required by applicable law. The break time should run concurrently with meal periods already provided to the employee, if possible. If the break time cannot run concurrently with the meal periods already provided to the employee, the break time will be unpaid, subject to applicable law.

The City will make reasonable efforts to provide employees with the use of a room or location other than a toilet stall for the employee to express milk in private. This location may be the employee's private office, if applicable. The City may not be able to provide additional break time if doing so would seriously disrupt the City's operations, subject to applicable law. Please consult the Human Resources Manager if you have questions regarding this policy.

Employees should advise management if they need break time and an area for this purpose. Employees will not be discriminated against or retaliated against for exercising their rights under this policy.

3.6 Workers' Compensation

On-the-job injuries are covered by our Workers' Compensation Insurance Policy, which is provided at no cost to the employee. If an employee is injured on the job, no matter how

slightly, they should report the incident immediately to their Supervisor. Failure to follow City procedures may affect the ability of the employee to receive Workers' Compensation benefits.

3.7 Civil Leave

An employee shall be given time off without loss of pay when performing jury duty, when subpoenaed in the course of their employment to appear before a court, public body or commission.

The provisions of this section shall not apply if an employee is involved in an action as a personal matter or if an employee is responsible for an action requiring attendance as a witness or as a party in an action, such as traffic court, divorce proceedings, custody matters, etc. these absences are to be charged as vacation leave or approved leave without pay.

3.8 Bereavement Leave

In the event of death to the parent, child, spouse, grandparent, grandchild, brother, sister or in-law of a full-time employee in the City service, such employee shall be entitled to leave with pay if he/she attends the funeral or alternative service as follows: three days if the burial takes place in the City or within 500 miles thereof; four days, if the burial takes place between 500 and 900 miles from the City; and five days if the burial takes place more than 900 miles from the City. Such days shall be consecutive and one of the days shall be the day of the funeral or other service.

3.9 Insurance and Vision Care. Full-time and eligible part-time employees may participate in the City's insurance programs. Under these plans, eligible employees will receive comprehensive health, dental and prescription plan coverage for themselves and their families. The City also provides a vision care reimbursement allowance (currently \$200.00) for themselves and for dependents living in the household and covered on the employee's health plan. Employees not covered under bargaining agreements will receive the same insurance and vision care benefits as provided for in the most recent Collective Bargaining Agreements.

3.10 Employee Assistance Program

The City of Sylvania recognizes that problems of a personal nature can have an adverse impact on an employee's family life and job performance. In order to provide resources to employees dealing with personal problems, the City has contracted with an employee assistance organization to provide confidential counseling and referral services.

If an employee realizes they have a personal problem that could be resolved through the EAP, they are encouraged to seek assistance on their own by contacting the EAP directly, or by contacting the Office of Human Resources for more information.

3.11 Retirement Plan

City employees participate in the Ohio Public Employee Retirement System, Ohio Police and Fire Pension or in the case of part-time employees, Social Security.

City employees may also participate in the Ohio Deferred Compensation Program.

3.12 Life and Accidental Death and Dismemberment Insurance

The City will provide term life insurance as well as accidental death and dismemberment insurance to full-time employees who are active on the pay roll pursuant to Codified Ordinance Chapter 139.

Section 4 – Leaves of Absence

4.1 Personal Leave

If employees are ineligible for any other City leave of absence, the Mayor or the Mayor's designee, under certain circumstances, may grant a personal leave of absence without pay. A written request for a personal leave should be presented to the Mayor at least two (2) weeks before the anticipated start of the leave and should include an estimate of the duration of the leave. If the leave is requested for medical reasons and employees are not eligible for leave under the federal Family and Medical Leave Act (FMLA) or any state leave law, medical certification also must be submitted. During the leave, employees will not earn vacation or sick days. The City may continue health insurance coverage during the leave if employees submit their share of the monthly premium payments to the City in a timely manner, subject to the terms of the plan documents.

When the employee anticipates returning to work, they should notify management of the expected return date. This notification should be made at least one week before the end of the leave.

Upon completion of the personal leave of absence, the City will attempt to return employees to their original job or a similar position, subject to the employee's qualifications, the availability of work, and the operating needs of the City. Reinstatement, however, is not guaranteed.

Failure to advise management of availability to return to work, failure to return to work when notified or a continued absence from work beyond the time approved by the City will be considered a voluntary resignation of employment.

4.2 Military Leave

The City will comply with all State and Federal Laws applicable to Military Leave. Employees are required to submit to the City an Order or statement from the appropriate military commander as evidence of such duty. Periods of military leave shall not reduce the employee's seniority status, or annual leave and sick leave accruals. An employee ordered to military

service should meet as soon as possible with the Office of Human Resources in order to fill out any required paperwork.

4.3 Family and Medical Leave

An Employee may be granted a medical leave of absence whenever he/she is unable to perform his/her job because of sickness, illness, or disability for a period of time equal to twelve (12) weeks, up to a maximum of one (1) year, or accumulated sick days, whichever is greatest. Employees requesting sick leave must furnish a physician's certificate specifying the nature of the illness or disability and the estimated length of time that the Employee will be unable to perform the essential functions of his/her job. Except as expressly provided otherwise in the Agreement, the Employee will use accrued sick days and benefits shall continue to accrue to the extent of the period of sick days. The City will continue to provide health care, life, and disability insurance for a period of twelve (12) weeks, or five (5) months after an Employee has used up all of his/her accumulated vacation and sick leave, whichever is greater, provided the Employee makes his/her contribution each month in advance.

Where qualifying, such approved leave under this Section may be deducted from the employee's Family and Medical Leave Act (FMLA) entitlement.

The Employee may also be required to obtain the opinion of a second health care provider designated or approved by the City for medical leave of absence. An Employee returning to work from medical leave is required to present the City with a Medical certificate from his/her treating physician, indicating any restrictions on his/her ability to perform the essential functions of the job to which he/she is returning. The City may also require a physical examination at its expense if necessary to determine fitness for duty. An Employee absent from the payroll after using up all accrued sick leave and vacation leave shall remain on the approved leave with the City for a period of up to a minimum of twelve (12) weeks, or a maximum of one (1) year.

It is intended that this Section comply with the Family and Medical Leave Act of 1993, as amended, and that the City may promulgate policies in furtherance of the Family and Medical Leave Act that are not inconsistent with this Handbook or as may be required by law.

Provided they meet the applicable eligibility requirements, an Employee will be granted a maximum of twelve (12) weeks of unpaid leave in a twelve (12) month period for the birth of a child, in order to care for a newborn child, and/or because of the placement of a child with the Employee for adoption or foster care, in order to care for a spouse, child, or parent of the Employee who has a serious health condition, provided the Employee provides a certification to verify the serious health condition. The Employee may be required to obtain the opinion of a second care provider designated or approved by the City.

The City will continue to pay the Employee's health care, life, and disability insurance for up to twelve (12) weeks provided the Employee makes his/her contribution each month in advance. An Employee must exhaust all accrued, but unused, vacation leave, compensatory time,

and sick leave (if qualified, pursuant to Article 14, Sick Days), in this order, before utilizing Family Leave set forth herein. However, an employee may hold back up to sixty (60) hours of accrued vacation leave. The annual twelve (12) month period shall commence and be measured forward from the date the employee first uses the twelve (12) week leave set forth herein.

4.4 Reduced Schedule Leave

An Employee requesting intermittent or reduced schedule leave for a personal serious health condition or serious health condition of a family member as defined by the Family and Medical Leave Act may be required to temporarily transfer to an available alternative position of equivalent pay and benefits which better accommodates recurring periods of leave. Such a leave shall require certification indicating that there is a medical need for the leave on the basis requested, the expected duration and schedule of intermittent or reduced schedule leave, and in the case of a family member, that the leave on the basis requested is necessary to care for or assist the family member.

4.5 Parental Leave

Each permanent full-time employee with at least one-year of service and at least one thousand two hundred fifty (1,250) hours worked in the past year is eligible, upon the birth or adoption of a child, for a paid parental leave of absence.

Parental leave shall begin on the date of the birth of an employee's child or on the day on which custody is taken by the employee for adoption placement.

To be eligible for leave, the employee must be the biological parent of a newly born child or the legal guardian of and reside in the same home as a newly adopted child. If an employee adopts multiple children, the adoption shall be considered a single qualifying event, and will not serve to increase the length of leave for the employee, so long as the children are adopted within six (6) weeks of each other. Employee must not have taken paid parental leave in the preceding 12 months.

Parental leave under this section shall not exceed four (4) continuous weeks immediately following the birth or adoption of a minor child, which shall include four (4) weeks of paid leave. Employees may choose to use any form of accrued paid leave or compensatory time for which the employee is qualified for additional time, over the four (4) weeks of paid leave. Each week of paid leave is compensated at 100 percent of the employee's regular, straight-time weekly pay. Paid parental leave will be paid on a biweekly basis on regularly scheduled pay dates. Any leave after the four (4) weeks shall be covered by accrued leave or taken unpaid.

All the following apply to employees granted parental leave:

1. They remain eligible to receive all employer-paid benefits and continue to accrue other forms of paid leave as if they were in active paid status.

2. They are ineligible to receive overtime pay, and no portion of their parental leave shall be included in calculating their overtime pay.
3. They are ineligible to receive holiday pay. A holiday occurring during the leave period shall be counted as one (1) day of parental leave and be paid as such.

The Office of Human Resources shall be responsible for the administration of parental leave. Employees seeking to receive parental leave shall apply in writing to the Human Resources Manager. Employees must provide verification of birth or adoption upon return to work.

Section 5 – General Standards of Conduct/Discipline

5.1 Workplace Conduct

The City of Sylvania endeavors to maintain a positive work environment. The City of Sylvania's policies, procedures and guidelines are expected to be followed. The City may discipline an employee if necessary, be it progressive or general discipline, up to and including discharge as determined by the City in its discretion. The City maintains the discretion to classify offenses and violations of its policies, procedures and guidelines and to determine the level of discipline on a case-by-case basis.

5.2 Work Rule Examples

In addition to violations of Laws and Ordinances, Personnel Rules and Regulations, and Departmental Rules and Regulations, examples of activities that may result in discipline include, but are not limited to, the following:

1. Failure to follow the lawful orders of a supervisor or department head;
2. Absence from work without permission;
3. Habitual absence or tardiness;
4. Failure to perform assigned work in an acceptable manner;
5. Waste of material, property or working time;
6. Inability to get along with fellow employees so that work is hindered or does not meet required standards;
7. Drinking or using a drug of abuse on the job or appearing for work under the influence of alcohol or a drug of abuse;
8. Rudeness or disrespect in dealing with the public;
9. Any conduct which adversely reflects on the professional reputation of the employee or the City, or which evidences a lack of fitness or ability of the employee to perform the duties of an employee of the City.

5.3 Progressive Discipline

When in the best interest of the City as determined by the Mayor, the principles of progressive disciplinary action will be followed with respect to minor offenses.

When in the best interest of the City as determined by the Mayor, disciplinary action shall first be taken by the employee's immediate supervisor. The failure of the immediate supervisor to take action shall not preclude any higher supervisory authority from initiating disciplinary action. At the City's sole discretion, such action may consist of, and in any order or step:

- A. Minor reprimand, or a formal written reprimand which shall become part of the employee's personnel file;
- B. Suspension from duty without pay;
- C. Demotion or reduction in salary;
- D. Dismissal.

Any disciplinary action which affects the pay or status of an employee shall be reviewed and approved by the Mayor prior to becoming effective. Nothing in this Section shall be deemed to preclude an employee from being relieved of duty, with pay, if in the judgment of any higher supervisory authority such action is necessary. In all cases of discipline, the Grievance Procedure set forth in these Personnel Rules and the Sylvania Codified Ordinances shall control, unless otherwise provided for by a collective bargaining agreement entered into by the City.

5.4 Responsibility for Discipline

The duty of maintaining discipline among employees shall rest initially with the immediate supervisor and finally with the Mayor or his designee.

5.5 Copy of Discipline Record

Whenever a disciplinary action is taken which results in a written reprimand or greater the employee shall be given a copy of such record.

5.6 Grievance Procedure

Whenever an officer or permanent employee of the City feels aggrieved by the action of their supervisor in the administration of discipline, they may present a written statement of their grievance to the immediate supervisor of the supervisor who administered the discipline within five working days of the effective date of the disciplinary action taken against them, asking for a review and reversal or modification of the disciplinary action. If such grievance is not resolved to the satisfaction of the aggrieved employee by the superior so addressed within a period of five working days, they may request in writing, a review of their grievance by their department head, and if still unresolved within five working days, they may request a review by the Personnel Director who shall, after the close of the hearing detailed below, issue a written finding of the issues, including any information that the Personnel Director determines would be beneficial to

the record, and forward such findings to the Mayor; upon receiving the written submission from the Personnel Director, the Mayor shall issue a decision on the appeal.

In all cases, the written ruling of the Mayor shall be final and binding unless the disciplinary action taken against the employee and approved by the Mayor involves suspension from duty without pay or demotion or discharge, in which case the employee affected shall have the right to request a hearing before the Personnel Appeals Board for purposes of reviewing the final decision by the Mayor. Any such request for a hearing before the Personnel Appeals Board must be submitted to the Mayor in writing within five working days of the date of the Mayor's final decision and shall specify in detail the reasons why the Mayor's decision is in error.

5.7 Use of Communications and Computer Systems

City computer systems are to be used by authorized users only for business of the City, not personal activities. Unauthorized use of the City computer system may result in disciplinary action being taken against the employee up to and including discharge and may constitute a violation of law.

Users are personally responsible for protecting the information assets of the City. This includes security credentials such as user ID and password for the City's computer systems as well as authorized secure programs used in the operations of the City requiring a user ID and password. Users are prohibited from making unauthorized copies of confidential information and/or distributing this information to unauthorized individuals either outside or inside the City.

System users shall not use any computer system to intentionally harass or defame others, degrade the performance of the system, utilize resources for personal use, or gain access to systems for which they are not authorized. Violations of this policy may subject the employee to disciplinary action up to and including discharge.

Users shall not attach unauthorized devices to their computers unless they have received prior authorization to do so.

Computer users shall not download unauthorized software from the internet or other sources on to their computers.

Users should immediately report any incidents of misuse of the City computer systems or violations of this policy to the Information Technology Manager.

Internet Usage

The internet is a tool for organizational business and is intended primarily for business purposes; however, limited personal usage is permitted if it does not hinder performance of job duties.

Personal use is acceptable when the use complies with the whole of this policy. Personal use does not include solicitation, harassment, and distribution of chain letters, jokes or gossip.

The internet may not be used for retrieving or storing any harassing, discriminatory, obscene or pornographic materials, or any purpose which is illegal or for personal gain.

Monitoring Computer System Use

The City has the right and capabilities to monitor computer and internet usage. It is not City policy or intent to continuously monitor all computer usage by employees. However, computer users should be aware the City may monitor computer and internet usage. Monitoring could include patterns of usage (sites visited, length of time online and time of day access), employee's files and communications to the extent necessary to ensure compliance with organizational policies and existing laws.

Users will be responsible for all activities occurring during their log in session using their credentials. Users shall not log in to a computer and then allow another individual to use the computer or share access to computer systems.

Penalty for Security Violation

The City takes information security seriously. Anyone who uses the technology and information resources of the City must be aware they can be disciplined if they violate this policy. An employee of the City may be subject to discipline up to and including discharge for violations of this policy. The exact discipline imposed will be determined based on the nature and severity of the violation of the cyber security policy. Other considerations may be prior violations of the cyber security policy committed by the user, state and federal laws and other relevant information. Discipline will be administered in accordance with the Sylvania Codified Ordinances, collective bargaining agreements where applicable, Administrative Orders, and the City Employee Handbook.

In the event the person is not an employee of the City, the situation shall be submitted to the Information Technology Manager. The Information Technology Manager may refer the situation to law enforcement agencies and/or prosecutors to determine if criminal charges should be filed against the alleged violator.

5.8 Use of Social Media

The City of Sylvania respects the right of any employee to maintain a blog or web page or to participate in a social networking, X or similar site, including, but not limited to, Facebook and LinkedIn. However, to protect City interests and ensure employees focus on their job duties, employees must adhere to the following rules:

Employees may not post on personal blogs or web pages or participate on personal social networking platforms, such as X or similar site, during work time or at any time with City equipment or property

5.9 Personal and City-Provided Portable Communication Devices

City-provided portable communication devices, including cell phones and personal digital assistants, should be used primarily for business purposes. Employees have no reasonable expectation of privacy in regard to the use of such devices, and all use is subject to monitoring, to the maximum extent permitted by applicable law. This includes as permitted the right to monitor personal communications as necessary.

Some employees may be authorized to use their own portable communication device for City purposes. These employees should work with the Information Technology Department to configure their personal communication device for City use.

If an employee who uses a personal portable communication device for City use resigns or is discharged, the employee will be required to submit the device to the Information Technology Department for resetting on or before his last day of work. When appropriate, the Information Technology Department will reset and remove all information from the device, including but not limited to, City information and personal data (such as contacts, e-mails and photographs). The Information Technology Department will make efforts to provide employees with the personal data in another form to the extent practicable; however, the employee may lose some or all personal data saved on the device.

5.10 Hiring Relatives/Employee Relationships

A familiar relationship among employees can create an actual or at least a potential conflict of interest in the employment setting, especially where one relative supervises another relative. To avoid this problem, the City of Sylvania may refuse to hire or place a relative in a position where the potential for favoritism or conflict exists.

In other cases, such as personal relationships where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or discharged from employment, at the discretion of the City.

If two employees marry, become related, or enter into an intimate relationship, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual. The City generally will attempt to identify other available positions, but if no alternate position is available, the City retains the right to decide which employees will remain with the City.

For the purposes of this policy, a relative is any person who is related by blood or marriage.

7a.



DEPARTMENT OF PUBLIC SERVICE
JOSEPH E. SHAW, P.E., P.S., DIRECTOR

September 2, 2025

To: The Mayor and Members of Sylvania City Council

Re: **Downtown Transportation Improvements (Aerial Utility Bury Construction Project)**

Dear Mr. Mayor and Council Members:

There are four (4) utility companies with aerial facilities in the second block of Main Street including Buckeye Cable, Charter-Spectrum, Frontier Communications, and Toledo Edison. These utility companies have been asked to relocate from aerial facilities to below grade as a part of the Downtown Transportation Improvements Project.

The Service Department has been coordinating the relocation work with Charter-Spectrum and they have submitted an invoice in the amount of \$5,944.25 to relocate facilities to City-provided underground infrastructure. Their scope of work includes installing 392 feet of fiber optic and 354 feet of coaxial cabling along Maplewood Avenue. Enclosed is their invoice. Charter-Spectrum is not requiring a formal agreement with the City for this work.

The anticipated cost for Charter-Spectrum relocation work was included in the 2025 capital improvement budget and would be funded from account 401-7610-53610.

We recommend approval of the relocation invoice with Charter-Spectrum in the amount of \$5,944.25. Please call with any questions.

Sincerely,

Joseph E. Shaw, P.E., P.S.
Director of Public Service

7b.

ORDINANCE NO. 96-2025

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ACCEPT THE PROPOSAL OF CHARTER-SPECTRUM TO RELOCATE FIBER OPTIC AND COAXIAL CABLING UNDERGROUND RELATIVE TO THE DOWNTOWN TRANSPORTATION IMPROVEMENT PROJECT; APPROPRIATING FUNDS THEREFORE IN THE AMOUNT OF \$5,944.25; AND DECLARING AN EMERGENCY.

WHEREAS, part of Phase 2 of the Downtown Transportation Improvement Project includes relocating aerial facilities to below grade in the second block of Main Street; and,

WHEREAS, Buckeye Cablevision, Frontier Communications, Charter-Spectrum and Toledo Edison have aerial facilities in the second block of Main Street and the Service Department has been coordinating the relocation work with the utility companies; and,

WHEREAS, the Director of Public Service, by report dated September 2, 2025, has received a Proposal from Charter Spectrum to relocate 392 feet of fiber optic and 354 feet of coaxial cabling along Maplewood Avenue to relocate the utilities to City-provided underground infrastructure in the amount of \$5,944.25; and,

WHEREAS, the Director of Public Service, by report dated September 2, 2025, recommends approval of the proposal of Charter Spectrum to relocate aerial facilities to City-provided underground infrastructure in the amount of \$5,944.25.

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

SECTION 1. That the Mayor and Director of Finance are hereby authorized to accept the proposal of Charter Spectrum to relocate aerial facilities to City-provided underground infrastructure in the amount of \$5,944.25.

SECTION 2. That to provide funds for said cable relocation hereby authorized, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore appropriated to **Account No. 401-7610-53610 – Downtown Transportation Improvements**, the sum of Five Thousand Nine Hundred Forty-Four and 25/100 Dollars (\$5,944.25).

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 conduit relocation for Phase 2 of the Downtown Transportation Improvement Project should commence at the earliest possible time and therefore this Ordinance should be effective immediately. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2025, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

Invoice



| Date | Invoice # |
|-----------|-----------|
| 8/19/2025 | CHTR70656 |

Bill To Address:

**City of Sylvania
Eric Barnes
6730 Monroe St.
Sylvania , OH, 43560**

Remit To Address:

**Charter Communications Operating LLC
Sundry Billing
PO Box 83180
Chicago, IL 60691-0180**

PID

6210528

Due Date

8/19/2025

| Description | Class | Amount |
|---|-------------------------------|----------|
| City of Sylvania is requesting to move our facilities from aerial attachments to underground. It will require 392' under ground and DL/RL 354' of aerial coax | | |
| LABOR | Forced Relocate-LEGAL(Priv... | 3,346.44 |
| MATERIAL | Forced Relocate-LEGAL(Priv... | 2,597.81 |
| Please mail payment to the address on this invoice. We do not accept credit cards or electronic payments at this time. | | |

For invoice questions please contact
SUNDRYBILLINGGROUP@CHARTER.COM

Total \$5,944.25

Customer Total Balance \$5,944.25



DEPARTMENT OF PUBLIC SERVICE
JOSEPH E. SHAW, P.E., P.S., DIRECTOR

September 2, 2025

To: The Mayor and Members of Sylvania City Council

Re: **Request to Participate in a Joint Cooperation Agreement with Sylvania Township & LCEO
Nantuckett/Pembridge Woods Subdivision/Monroe & Other Township Roads Resurfacing**

Dear Mr. Mayor and Council Members:

Sylvania Township will be the lead agency for a joint Ohio Public Works Commission (OPWC) application with the City and Lucas County Engineer's Office (LCEO) in 2025 to resurface portions of Nantuckett Drive, Pembridge Woods Subdivision, and several other Sylvania Township roads in the County's jurisdiction, and Monroe Street between Main Street and Harroun Road in the City's jurisdiction. This application will be submitted by September 5, 2025 and is scheduled to be designed in 2026 with construction scheduled for 2027.

The City's scope of work would resurface Monroe Street from Main Street to Harroun Road using a two-course milling and overlay approach with spot full depth pavement repairs as needed. The City's project cost is estimated at \$661,500 with \$194,481 to be funded by OPWC. The total cost of the project is estimated to be \$2,721,000 with a breakdown among project participants as follows:

| | |
|---------------------------|--------------------|
| OPWC (29.4%) | \$799,974 |
| City of Sylvania (17.2%) | \$467,019 |
| Sylvania Township (53.4%) | <u>\$1,454,007</u> |
| Total | \$2,721,000 |

We recommend approval of the enclosed Joint Cooperation Agreement with Sylvania Township and the Lucas County Engineer's Office for this project. Please call with any questions.

Sincerely,

Joseph E. Shaw, P.E., P.S.
Director of Public Service

8b.

ORDINANCE NO. 97-2025

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO A JOINT COOPERATION AGREEMENT ON BEHALF OF THIS CITY OF SYLVANIA WITH THE SYLVANIA TOWNSHIP BOARD OF TRUSTEES AND THE LUCAS COUNTY BOARD OF COMMISSIONERS FOR THE NANTUCKETT, PEMBRIDGE WOODS SUBDIVISION, MONROE STREET AND OTHER TOWNSHIP ROADS RESURFACING PROJECT; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Sylvania, Sylvania Township and the Lucas County Engineer agreed to participate in a joint Ohio Public Works Commission application for the Nantuckett, Pembridge Woods Subdivision, Monroe Street and other Township Roads Resurfacing Project; and,

WHEREAS, the City's scope of work includes resurfacing Monroe Street from Main Street to Harroun Road using a two-course milling and overlay approach with spot full depth pavement repairs as needed; and,

WHEREAS, the total cost of the project is estimated to be \$2,721,000, with the City's portion of the project is estimated at \$651,500 with \$194,481 to be funded through the OPWC, for a total City contribution of \$467,019; and,

WHEREAS, the Director of Public Service, in a report dated September 2, 2025, has recommended approval of the Joint Cooperation Agreement.

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

SECTION 1. That the Mayor and Director of Finance be, and they hereby are, authorized, on behalf of the City of Sylvania, Ohio, to enter into a Joint Cooperation Agreement

with the Sylvania Township Board of Trustees, a copy of which is attached hereto as "Exhibit A."

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

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

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the Joint Cooperation Agreement should be entered into forthwith. 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, _____, 2025, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

JOINT COOPERATION AGREEMENT
FOR
NANTUCKET, PEMBRIDGE WOODS SUBDIVISION, MONROE
STREET AND OTHER TWP ROADS

BETWEEN
BOARD OF SYLVANIA TOWNSHIP TRUSTEES

AND
CITY OF SYLVANIA

AND
LUCAS COUNTY ENGINEER

This Agreement is by and between the Lucas County Engineer, hereinafter referred to as **LCEO**, and the Board of Sylvania Township Trustees, hereinafter referred to as **TOWNSHIP**, and the City of Sylvania, hereinafter referred to as **CITY**.

WITNESSETH

WHEREAS, the **LCEO**, the **TOWNSHIP** and the **CITY** agreed to participate in a joint O.P.W.C. application for:

Locations:

City of Sylvania:

Monroe St- Main St to Harroun Rd

Sylvania Township:

Nantuckett- Sylvania Ave to City of Sylvania

Pembridge Woods Sub-Pembridge E, Pemwood, Warner, Kinsale, Pembridge, Vaness; Fairbanks- Red Oak to Pembridge E; Chaney- Moffat to Holland Sylvania; Sweetbriar Ct- Chaney to cul-de-sac

Shetland Rd- Bancroft to Holstien; Heysler- Bancroft to Holstien; Colony Oaks Sub- Colony Woods, Maple Colony, Colony Oaks, Cypress Colony; Villa- Central to end

Davidson- Central to end; Eordogh- Elmwood to end & Davidson to Villa;

Scope of Work:

Nantuckett Dr, Pembridge Woods Subdivision roads, Sweetbriar Ct, and Colony Oaks Subdivision roads

Milling the existing pavement, performing spot full depth repairs, placing a two-course asphalt overlay, curb repairs, catch basin adjustments, drive improvements, if necessary, monument replacements & other related work.

Chaney Dr, Fairbanks Ave, Shetland Rd, Heysler Rd, Villa Dr, Davidson Dr, and Eordogh Dr

Milling the existing pavement, performing spot full depth repairs, placing a two-course asphalt overlay, drive improvements, if necessary, monument replacements, striping & other related work.

Monroe St

Milling the existing pavement, performing spot full depth repairs, placing a two-course asphalt overlay, catch basin and manhole adjustments, monument replacements, pavement markings & other related work.

hereinafter referred to as **PROJECT**, and

WHEREAS, the **LCEO**, the **TOWNSHIP** and the **CITY** agree that the project will enhance the safety of the traveling motorists, and

WHEREAS, the **TOWNSHIP** has applied for an O.P.W.C. Grant of \$799,974 from the District 12 Integrating Committee for the **PROJECT**, and

WHEREAS, the **LCEO**, the **TOWNSHIP** and the **CITY** desire to conclude an agreement which will accomplish the design and construction of said **PROJECT**.

NOW, THEREFORE, the **LCEO**, the **TOWNSHIP** and the **CITY** for mutual benefits, promises and covenants herein contained and specified, have agreed and to hereby agree to the following:

1. The **LCEO** will prepare the necessary survey, detailed construction plans, construction cost estimate and bid documents; provide for advertising and bidding; contract administration and testing, administer the construction work including inspection for the Sylvania Township's

portion of **PROJECT**.

2. The **CITY** will prepare the necessary survey, detailed construction plans, construction cost estimate and bid documents; provide for advertising and bidding; contract administration and testing, administer the construction work including inspection for the City of Sylvania portion of **PROJECT**.
3. Based on the **PROJECT** estimate, the initial **TOWNSHIP and CITY** cash contribution to the **PROJECT** is now estimated at 53.44% and 17.16% respectively. The **LCEO**, as project manager, will complete the O.P.W.C. Disbursement requests for all aspects (**TOWNSHIP/CITY/COUNTY**) of the project. **CITY** will provide all necessary documentation needed for disbursement forms for their portion of the **PROJECT** for **LCEO** to prepare. Disbursement Forms will be sent from **LCEO** to the **TOWNSHIP** for its signatures. The **TOWNSHIP** will then return the signed disbursement form to the **LCEO** for submittal using OPWC's Work Wise portal.
4. It is the intent of this Agreement that the **LCEO** and **TOWNSHIP** and **CITY** shall each properly and expeditiously discharge any requirements that may devolve upon them from time to time during the period this Agreement will be in force.
5. Due to the time lapse from when OPWC applications are made and actual project construction commences, the **TOWNSHIP** and **CITY** understand that project bids may come in higher than the original project estimate and/or cost overruns may occur during project construction. As such both parties agree that the **TOWNSHIP and CITY** will pay for overages on the construction of the **PROJECT**.
6. Attached to this Agreement is the current estimate for the **PROJECT** which gives the approximate levels of participation for the **TOWNSHIP** and **CITY** and **LCEO** with the said Ohio Public Works Commission.
7. This JCA may be terminated upon thirty days written

notice by any party. In the event termination is requested, a notice specifying the reasons for termination shall be sent as soon as possible.

Furthermore, this JCA may be terminated immediately and without notice by the mutual written agreement of the parties.

IN WITNESS WHEREOF, the **LCEO**, the **TOWNSHIP**, and the **CITY** have adopted the provisions of this Agreement and have directed the execution of the same by their duly authorized representatives on the date hereinafter shown.

**BOARD OF SYLVANIA TOWNSHIP
TRUSTEES:**

Date: _____

LUCAS COUNTY ENGINEER:

Mike Pniewski

Date: _____

CITY OF SYLVANIA MAYOR:

Mark Fyre

Date: _____

**CITY OF SYLVANIA DIRECTOR
OF FINANCE:**

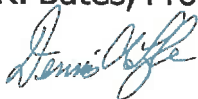
Toby R. Schroyer

Date: _____

Approved as to Form:

Julia R. Bates, Prosecuting Attorney

By:



Dennis A. Lyle

Asst. Lucas LCEO Prosecutor

Date: August 20, 2025

JCA- EXHIBIT A

FOR

NANTUCKETT, PEMBRIDGE WOODS SUBDIVISION, MONROE STREET AND OTHER TWP ROADS

(including Nantuckett Dr, East Pembridge Dr, Pemwood Ct, Warner Ave, Kinsale Ct, Pembridge Dr, Vaness Dr, Fairbanks Ave, Chaney Dr, Sweetbriar Ct, Shetland Rd, Heysler Rd, Colony Woods Dr, Maple Colony Dr, Colony Oaks Dr, Cypress Colony Dr, Villa Dr, Davidson Dr, Eordogh Dr, and Monroe St)

SYLVANIA TOWNSHIP, CITY OF SYLVANIA, AND LUCAS COUNTY

| | TWP | CITY | TOTAL |
|-----------------------|--------------|------------|--------------|
| DESIGN | \$ 122,000 | \$ 44,000 | \$ 166,000 |
| INSPECTION | \$ 56,000 | \$ 65,000 | \$ 121,000 |
| TESTING | \$ 9,000 | \$ 2,500 | \$ 11,500 |
| CONSTRUCTION | \$ 1,872,000 | \$ 549,450 | \$ 2,421,450 |
| BIDDING & ADVERTISING | \$ 500 | \$ 550 | \$ 1,050 |
| TOTAL | \$ 2,059,500 | \$ 661,500 | \$ 2,721,000 |
| PROJECT SPLITS | 75.69% | 24.31% | 100% |

OPWC REQUEST (29.4%) = \$2,721,000 (29.4%)= \$ 799,974

| | TWP | CITY | TOTAL |
|-----------------------|--------------|------------|--------------|
| IN-KIND (from County) | \$ 125,668 | \$ - | \$ 125,668 |
| REVENUE | \$ 1,328,339 | \$ 467,019 | \$ 1,795,358 |
| OPWC (TWP) | \$ 553,161 | \$ - | \$ 553,161 |
| OPWC (COUNTY) | \$ 52,332 | \$ - | \$ 52,332 |
| OPWC (COUNTY) | \$ - | \$ 194,481 | \$ 194,481 |
| TOTAL | \$ 2,059,500 | \$ 661,500 | \$ 2,721,000 |

| CONTRIBUTIONS | | | |
|----------------------------------|--------------|---------------|--------------|
| | TWP (53.44%) | CITY (17.16%) | TOTAL |
| DESIGN (from County for TWP) | \$ 86,132 | \$ 31,064 | \$ 117,196 |
| INSPECTION (from County for TWP) | \$ 39,536 | \$ 45,890 | \$ 85,426 |
| TESTING | \$ 6,354 | \$ 1,765 | \$ 8,119 |
| CONSTRUCTION | \$ 1,321,632 | \$ 387,912 | \$ 1,709,544 |
| BIDDING & ADVERTISING | \$ 353 | \$ 388 | \$ 741 |
| TOTAL | \$ 1,454,007 | \$ 467,019 | \$ 1,921,026 |

| OPWC CONTRIBUTION (29.4%) | | | |
|---------------------------|------------|------------|------------|
| | TWP | CITY | TOTAL |
| DESIGN (to County) | \$ 35,868 | \$ 12,936 | \$ 48,804 |
| INSPECTION (to County) | \$ 16,464 | \$ 19,110 | \$ 35,574 |
| TESTING | \$ 2,646 | \$ 735 | \$ 3,381 |
| CONSTRUCTION | \$ 550,368 | \$ 161,538 | \$ 711,906 |
| BIDDING & ADVERTISING | \$ 147 | \$ 162 | \$ 309 |
| TOTAL | \$ 605,493 | \$ 194,481 | \$ 799,974 |

9a.



DEPARTMENT OF PUBLIC SERVICE
JOSEPH E. SHAW, P.E., P.S., DIRECTOR

September 2, 2025

To: The Mayor and Members of Sylvania City Council

Re: **OPWC Grant/Loan Application – Downtown Transportation Improvements (Phase 2)**

Dear Mr. Mayor and Council Members:

The Service Department and our engineering design team has begun work on Phase 2 of our Downtown Transportation Improvement Project. This phase of the project will expand aesthetics and amenities of the first block of Main Street to the second block between Maplewood Avenue and Erie Street. The Phase 2 area will have all new pavement, on-street parking, sidewalks, planters, seating areas, and will also renovate the Maplewood Mini Park at the northeast corner of Main Street & Maplewood Avenue.

The Service Department is ready to apply for Ohio Public Works Commission (OPWC) funding to help reduce the local share of project costs. The Phase 2 total project cost is \$5,832,946, of which \$4,511,385 are considered to be OPWC-eligible items for funding assistance. The OPWC-eligible items include standard roadway project features like pavement, sidewalks, signage, drainage, etc. The non-eligible items are anything decorative in nature like landscaping, planters, overhead bistro lighting, etc.

The Service Department is recommending the pursuit of a 50% grant/50% loan funding package for the OPWC-eligible items. A financial summary is provided as follows:

| | |
|----------------------------------|--------------------|
| City of Sylvania | \$4,953,946 |
| OPWC Loan (10-Year, 0% Interest) | \$439,500 |
| OPWC Grant | <u>\$439,500</u> |
| Total Project Cost | \$5,832,946 |

We recommend approval to apply for OPWC funding as outlined above. Please call with any questions.

Sincerely,

Joseph E. Shaw, P.E., P.S.
Director of Public Service

96.

RESOLUTION NO. 15-2025

A RESOLUTION AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO FILE A GRANT/LOAN APPLICATION WITH THE OHIO PUBLIC WORKS COMMISSION FOR DOWNTOWN TRANSPORTATION IMPROVEMENTS – PHASE 2 PROJECT; AND DECLARING AN EMERGENCY.

WHEREAS, the Director of Public Service, by report dated September 2, 2025, has requested permission to apply for Ohio Public Works Commission (“OPWC”) grant/loan funding for the Downtown Transportation Improvements – Phase 2 Project; and,

WHEREAS, this project will expand aesthetics and amenities of the first block of Main Street to the second block between Maplewood Avenue and Erie Street including new pavement, on-street parking, sidewalks, planters, seating areas, as well as renovating the mini park at the northeast corner of Main Street and Maplewood Avenue; and,

WHEREAS, the Director of Public Service, by report dated September 2, 2025, recommends the City submit an OPWC grant/loan funding application to assist with \$879,000, or 15.07% of the project, if successful, with the remaining project cost of \$4,953,946 (for a total project cost of \$5,832,946 to be paid by the City.

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

SECTION 1. That the Mayor and Director of Finance of the City of Sylvania are hereby authorized to file an application for OPWC grant/loan funding for the Downtown Transportation Improvements Phase 2 Project.

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

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

SECTION 4. That the Clerk of Council is hereby directed to post a copy of this Resolution in the office of the Clerk of Council in the Municipal Building pursuant to ARTICLE

III, Section 12 of the Charter of this City.

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

Vote on passage as an emergency: Yeas ____ Nays ____

Passed, _____, 2025, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

ORDINANCE NO. 98-2025**AMENDING THE DESIGNATED OUTDOOR REFRESHMENT AREA (“DORA”) BY EXPANDING THE TERRITORY INCLUDED IN THE DORA; ESTABLISHING REGULATIONS AS REQUIRED BY LAW; AND DECLARING AN EMERGENCY.**

WHEREAS, Ohio Revised Code Section 4301.82 *et seq.* permit a municipal corporation to designate certain property as an outdoor refreshment area (“Designated Outdoor Refreshment Area” or “DORA”); and,

WHEREAS, Ordinance No. 37-2019, passed by Sylvania City Council on April 15, 2019, established a DORA in the downtown; and,

WHEREAS, Ordinance No. 47-2020, passed by Sylvania City Council on July 20, 2020, amended the existing DORA to include the “Mini Park” at the corner of Maplewood Avenue and Main Street; and,

WHEREAS, Ordinance No. 48-2021, passed by Sylvania City Council on June 7, 2021, amended the existing DORA to expand the boundaries along Summit Street; and,

WHEREAS, Red Bird Sylvania has recently requested that the start time of the DORA be changed from 12:00 p.m. to 10:00 a.m. Monday through Sunday; and,

WHEREAS, pursuant to O.R.C. Section 4301.82(F)(2), prior to adopting this resolution, City Council published notice of its proposed action once a week for two consecutive weeks; and,

WHEREAS, City Council finds that the DORA Application, submitted at the July 18, 2025 meeting of Sylvania City Council meets the requirements of O.R.C. 4301.82(B)(1)-(5); and,

WHEREAS, City Council finds that changing the start time of the DORA from 12:00 p.m. to 10:00 a.m. is in the best interest of the City and its residents will continue the City’s goal

of further revitalizing the downtown to be a destination area for entertainment and recreation activities as recommended in the City's Comprehensive Plan.

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

SECTION 1. City Council approves changing the start time of the Designated Outdoor Refreshment Area effective September 3, 2025, within the boundary areas, including street addresses, as depicted and described on "Exhibit A" attached hereto and incorporated herein.

SECTION 2. City Council finds that the City of Sylvania DORA will encompass no fewer than four (4) qualified permit holders, as identified on "Exhibit B" attached hereto and incorporated herein, and that establishing the Sylvania DORA is in accord with the City's Comprehensive Plan.

SECTION 3. To ensure public health and safety, City Council finds, pursuant to O.R.C. 4301.82(F)(1)(b)-(f), that "Exhibits C-1 through C-4" attached hereto and incorporated herein, include the following: the number, spacing, and type of signage needed to designate the DORA's geographic area; the dates and hours of operation; the number of personnel needed to ensure public safety; the sanitation plan required to maintain the appearance of public health of the designated area; and the number of personnel needed to execute the sanitation plan.

SECTION 4. That the Policies and Procedures set forth on "Exhibit D" are hereby adopted.

SECTION 5. City Council finds that all beer and intoxicating liquor served in the area shall be served solely in plastic containers to readily identify such alcoholic beverages as being permitted in the DORA during the dates and times specified hereunder.

SECTION 6. O.R.C. 4301.82(G)(1) requires that, in five years, City Council shall conduct a review of the Sylvania DORA and either approve the continued operation of the DORA or dissolve the area. However, Sylvania City Council will review the Sylvania DORA on an annual basis and either approve the continued operation of the DORA or dissolve the area.

SECTION 7. City Council may, at any time, amend or dissolve all or part of the Sylvania DORA.

SECTION 8. City Council finds and determines that all requirements of O.R.C. 4301.82(C) and R.C. 4301.82(F)(2) as to noticing the receipt of the DORA application, the date and time of a public hearing and this Council's proposed action on this Ordinance have been met.

SECTION 9. The Clerk of Council, in accordance with O.R.C. 4301.82(C) and O.R.C. 4301.82(F)(3), shall immediately forward a certified copy of this Ordinance, along with all exhibits to the Division of Liquor Control and the Investigative Unit of the Department of Public Safety.

SECTION 10. 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 11. 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 12. 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 new hours of the Sylvania DORA should be established at the earliest possible time, and therefore, this Ordinance should be effective immediately. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2025, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

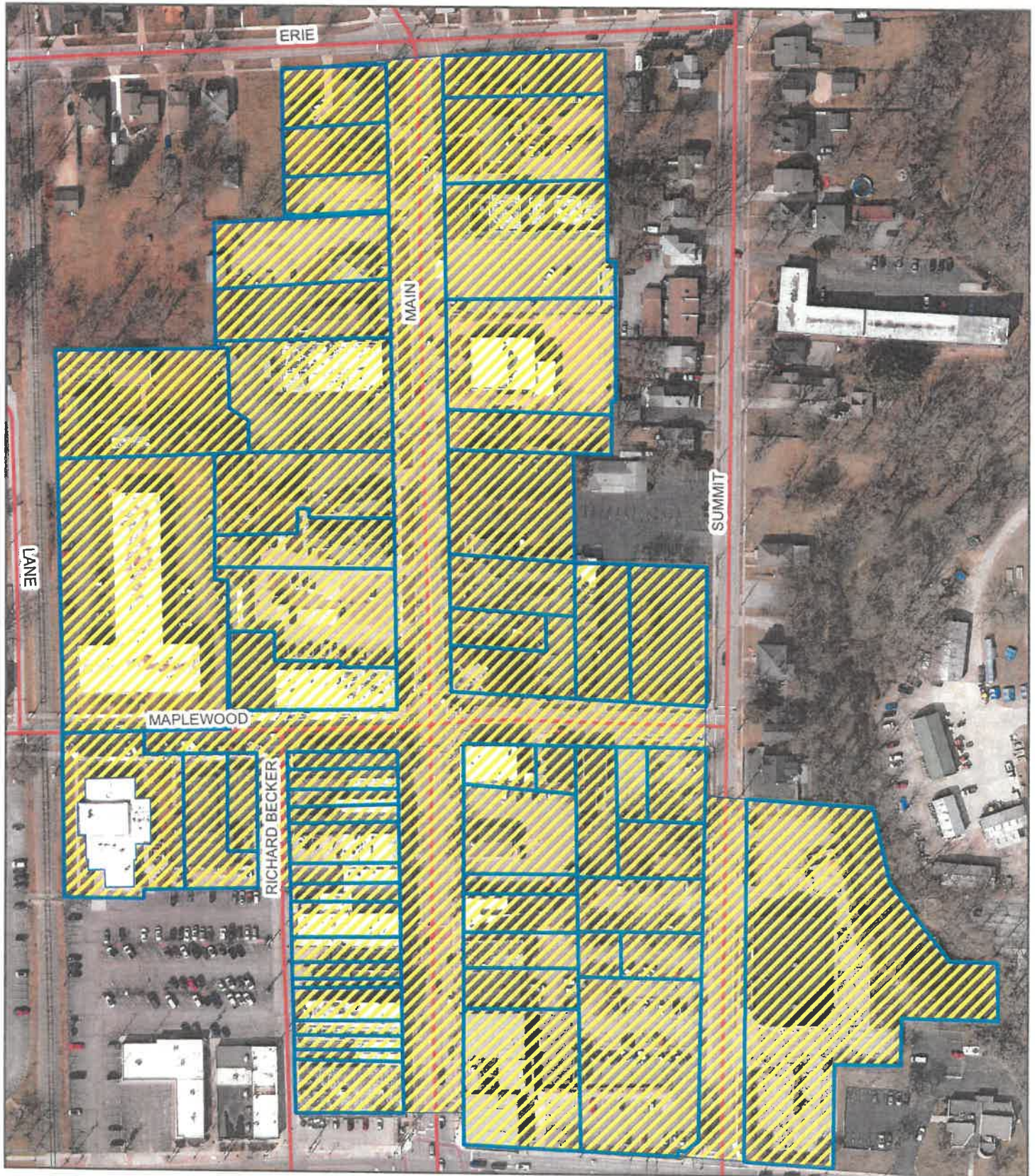
APPROVED:

Mayor



Date



City of Sylvania DORA District Map



Legend

-  DORA Parcels
-  DORA District Outline

Designated Outdoor Refreshment Area Boundaries

“Exhibit A”



The description of the DORA by street address is expressed as follows:

The description of the DORA by street address is expressed as follows:

On the West Side of Main Street (north to south):

From 5619 Main Street to 5773 Main Street – odd numbers only

On the East Side of Main Street (north to south):

From 5612 Main Street to 5774 Main Street – even numbers only

On the North Side of Maplewood Avenue (east to west):

From 6616 Maplewood Avenue to 6632 Maplewood Avenue – even numbers only

On the South Side of Maplewood Avenue (east to west):

From 6613 Maplewood Avenue to 6635 Maplewood Avenue – odd numbers only

On the East Side of Summit Street (north to south):

From 5645 Summit Street to 5625 Summit Street – odd numbers only

On the West Side of Summit Street (north to south):

From 5646 Summit Street to 5622 Summit Street – even numbers only

Richard Becker Place

Said description contains approximately 4.5 acres.

The parcels of real property located within the DORA are as follows:

| Parcel No. | Address | Qualified Permit Holder | DBA |
|------------|---------------------|-------------------------|-----------------|
| 82-10221 | 5619 Main St. | | |
| 82-10234 | 5621 Main St. | | |
| 82-10237 | 5627 Main St. | | |
| 82-10241 | 5629 Main St. | Creative Gourmet, Ltd. | Olive's on Main |
| 82-10244 | 5633 Main St. | | |
| 82-10247 | 5639 Main St. | | |
| 82-10254 | 5641 Main St. | | |
| 82-10251 | 5645 Main St. | | |
| 82-10261 | 5651 Main St. | | |
| 82-10257 | 5661 Main St. | | |
| 82-02147 | 5663 Main St. | | |
| 82-02151 | 5679 Main St. | | |
| 82-02154 | 5679 Main St. | | |
| 82-02157 | 5681 Main St. | | |
| 82-02161 | 5689 Main St. | | |
| 82-02164 | 5693 Main St. | | |
| 82-94081 | 6604 Maplewood Ave. | First Brookside, LLC | Inside the Five |
| 82-94082 | 5705 Main St. | | |
| 82-94083 | 5711 Main St. | | |
| 82-94084 | 5723 Main St. | | |
| 82-03492 | 5727 Main St. | | |
| 82-94087 | 5737 Main St. | | |
| 82-94088 | 5747 Main St. | | |

| | | | |
|----------|---------------------|------------------------------------|---------------------------|
| 82-03531 | 5753 Main St. | | |
| 82-03474 | 5761 Main St. | | |
| 82-11481 | 5758 Main St. | Kernet, LLC | Sodbuster |
| 82-11424 | 5738 Main St. | | |
| 82-11454 | 5730 Main St. | | |
| 82-11395 | 5720 Main St. | | |
| 82-11374 | 5712 Main St. | | |
| 82-11381 | 5708 Main St. | | |
| 82-11384 | 6616 Maplewood Ave. | | |
| 82-11307 | 5692 Main St. | Tenedos Corp. | J & G's/UpSide Brewing |
| 82-11297 | 5678 Main St. | | |
| 82-11294 | 5662 Main St. | | |
| 82-11274 | 5658 Main St. | | |
| 82-11271 | 5648 Main St. | NZRD Properties of Toledo, Inc. | Chandler Café |
| 82-11244 | 5632 Main St. | | |
| 82-11264 | 5612 Main St. | | |
| 82-03467 | 5773 Main St. | | |
| 82-03471 | 5763 Main St. | | |
| 82-11494 | 5774 Main St. | | |
| 82-11471 | 5768 Main St. | | |
| 82-11311 | 6613 Maplewood Ave. | | |
| 82-11331 | 6611 Maplewood Ave. | | |
| 82-02101 | 6632 Maplewood Ave. | | |
| 82-02117 | 6635 Maplewood Ave. | | |
| 82-02131 | 6619 Maplewood Ave. | | |
| 82-02134 | 6627 Maplewood Ave. | | |
| 82-11324 | 6605 Maplewood Ave. | | |
| 82-11367 | 6604 Maplewood Ave. | | |
| 82-11357 | 6602 Maplewood Ave. | | |
| 82-11314 | 5645 Summit St. | | |
| 82-11221 | 5615 Summit St. | | |
| 82-11281 | 5625 Summit St. | | |
| 82-11284 | 5629 Summit St. | | |
| 82-11317 | 5639 Summit St. | | |
| 82-11174 | 5622 Summit St. | | |
| 82-94086 | 5734 Lane Drive | | |

QUALIFIED PERMIT HOLDERS & HOURS OF OPERATION

In accordance with O.R.C. 4301(B)(3), the DORA will encompass not fewer than four qualified permit holders.

Sylvania has identified five (5) qualified permit holders that will be included in the DORA:

| Business Name | DBA | Business Address | Permit Types | Permit # |
|---------------------------------|-----------------|------------------|-----------------|-------------|
| NZRD Properties of Toledo, Inc. | Chandler Café | 5648 Main St. | D5 & D6 | 1391230 |
| Creative Gourmet, Ltd. | Olive's on Main | 5629 Main St. | D2, D3 & D6 | 1808676 |
| First Brookside, LLC | Inside the Five | 6604 Maplewood | A1A, A1C & D6 | 4151211 |
| Tenedos Corp. | Upside Brewing | 5692 Main St. | A1A, A1C, & D6 | 88418160010 |
| Kermet, LLC | Sodbuster | 5758 Main St. | D1, D3, D3A, D6 | 0122116 |

“Exhibit B”

Signage Plan

Designated Outdoor Refreshment Area (“DORA”)

The City will erect a minimum of eight (8) signs at various locations to assure that people utilizing the DORA stay within the designated area. The signs will be located at the intersections of: Main & Monroe Streets; Maplewood western boundary; Summit Street southern boundary and Main Street northern boundary, as well as posted in other locations between these signs.

Additionally, the signs will include language similar to:

“Sylvania Designated Outdoor Refreshment Area
No Alcoholic Drinks Beyond This Point”

Finally, the signs will be removable and will only be erected during the dates and times outlined in Exhibit C-2.

“Exhibit C-1”

Dates and Hours of Operation

Designated Outdoor Refreshment Area (“DORA”)

In accordance with O.R.C. 4301.82(F)(1)(c), the hours of operation for the area are:

| Day | Start Time | End Time |
|------------|-------------------|-----------------|
| Monday | 10:00 AM | 12:00 AM |
| Tuesday | 10:00 AM | 12:00 AM |
| Wednesday | 10:00 AM | 12:00 AM |
| Thursday | 10:00 AM | 12:00 AM |
| Friday | 10:00 AM | 12:00 AM |
| Saturday | 10:00 AM | 12:00 AM |
| Sunday | 10:00 AM | 12:00 AM |

Safety Plan

Designated Outdoor Refreshment Area (“DORA”)

The Division of Police will be responsible for public safety in the Designated Outdoor Refreshment Area (“DORA”). This will be accomplished in the following manner:

- A. The on-duty supervisor will ensure that appropriate measures are taken for adequate staffing and supervision of activities during DORA operational hours. Attendance and the nature of events shall guide staffing levels.
- B. The Chief of Police may assign additional officers to events occurring within the DORA or establish other staffing mandates based upon the activities that are expected to occur.
- C. If a private special event is authorized within the DORA, the Chief of Police may require the event organizer to hire police personnel to be assigned to the area.

Sanitation Plan

Designated Outdoor Refreshment Area

There are currently eight (8) trash receptacles located in the proposed outdoor refreshment area. The receptacles are primarily concentrated along Main Street between Maplewood Avenue and Monroe Street.

The City proposes adding additional trash receptacles within the outdoor refreshment area to fill gaps in coverage. The trash receptacles will be serviced by the City's Service Department throughout scheduled events and immediately following events. The Service Department will monitor the receptacles and the coordinated effort for collection.

Policies and Procedures for the Sylvania DORA

On, April 16, 2019, Sylvania City Council passed Ordinance No. 37-2019, on July 20, 2020, Sylvania City Council passed Ordinance 47-2020, on June 7, 2021, Sylvania City Council passed Ordinance No. 48-2021, and on September ____, 2025, Sylvania City Council passed Ordinance No. ____-2025, authorizing the operation of the Designated Outdoor Refreshment Area ("Sylvania DORA") on certain dates and times. Additionally, Sylvania City Council enacted the Sylvania DORA Policies and Procedures to establish the manner in which licensed businesses are authorized to participate in the Sylvania DORA and for the enforcements of those policies and procedures.

1. The Sylvania DORA is operational on the dates and times identified on "Exhibit C-2," attached hereto, and at no other times. Participating Establishments are strictly prohibited from using the Designated Plastic cups (as explained in Items 8 and 9 below) other than on the dates and times identified on Exhibit C-2 attached hereto.
2. **Each establishment must appoint one or more employees to verify that the person purchasing alcohol is age 21 or older.**
3. The Establishment is limited to selling two alcoholic beverages at a time to a patron during the Sylvania DORA hours.
4. The Establishment shall purchase Designated Plastic cups from the Downtown Sylvania Association ("DSA") at cost, which will be determined by the DSA upon ordering.
5. Alcohol may only be served in Designated Plastic cups for the authorized Sylvania DORA dates.
6. Non-alcoholic drinks shall not be served in the designated plastic cup.
7. Each Establishment shall provide adequate staffing to ensure prompt service to each person. Establishments are encouraged to include a designated "Sylvania DORA Patrons" line to enable purchasers to buy an alcoholic beverage and return to the outdoors in a timely manner.
8. Establishments shall pay for additional police security required for non-City sponsored DORA events.

If the City determines that an establishment fails to comply with these policies, the establishment shall be immediately suspended from participating in the Sylvania DORA for 2 weeks. The non-compliant establishment may appeal the suspension to the City's Safety Director. For continued violations, the City reserves the right to petition City Council to remove the establishment from the Sylvania DORA.

11

ORDINANCE NO. 99-2025

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO SUBDIVISION PARTICIPATION FORMS WITH ALVOGEN, AMNEAL, APOTEX, HIKMA, INDIVIOR, MYLAN, SUN AND ZYDUS, ON BEHALF OF THE CITY OF SYLVANIA, CONSISTENT WITH THE TERMS OF THE NATIONAL OPIOID SETTLEMENT AGREEMENTS; AND DECLARING AN EMERGENCY.

WHEREAS, in 2021, nationwide settlements were reached to resolve all opioids litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors and against the manufacturer and its parent company; and,

WHEREAS, Ordinance No. 56-2021, passed August 16, 2021, authorized the Mayor and Director of Finance to enter into a Memorandum of Understanding, on behalf of the City of Sylvania, with OneOhio, consistent with the terms of the July 21, 2021 National Opioid Settlement Agreement; and,

WHEREAS, Ordinance No. 37-2023, passed April 17, 2023, authorized the Mayor and Director of Finance to enter into Subdivision Participation Forms with CVS, Walgreens, Walmart, Allergan and Teva; and,

WHEREAS, new proposed national opioids settlements have been reached with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun and Zydus (opioid manufacturers) and in order to participate in the settlement, the City of Sylvania must return the Participation and Release Form on or before October 8, 2025; and,

WHEREAS, the Director of Law has recommended approval of the Subdivision Participation and Release Forms between the City of Sylvania and Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun and Zydus, copies of which are attached hereto as "Exhibit A."

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

SECTION 1. That the Mayor and Director of Finance be, and they hereby are, authorized to enter into the Subdivision Participation and Release Forms with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun and Zydus and to execute agreements as required in order to receive the City's share of the settlement funds, on behalf of the City of Sylvania, as set forth on the attached "Exhibit A."

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

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

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the Participation Form should be approved at the earliest possible time so that the City can participate in the National Opioid Settlements. 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, _____, 2025 as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

National Opioids Settlements: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, Zydus
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Sylvania city, OH
Rubris Reference Number: CL-1767558

**TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:
THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT NATIONAL OPIOID
SETTLEMENTS.**

SETTLEMENT OVERVIEW

Proposed nationwide settlement agreements (“Settlements”) have been reached that would resolve opioid litigation brought by states, local political subdivisions, and special districts against eight opioids manufacturers, Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus (the “Manufacturers”). Local political subdivisions and special districts are referred to as “subdivisions.”

The Settlements require the settling Manufacturers to pay hundreds of millions of dollars to abate the opioid epidemic. The Settlements will provide a maximum of approximately \$720 million in cash to participating states and subdivisions to remediate and abate the impacts of the opioid crisis. Depending on participation by states and subdivisions, the Settlements require:

- Alvogen to immediately pay up to approximately \$19 million;
- Amneal to pay up to approximately \$74 million over 10 years, and to provide either approximately \$177 million of its generic version of the drug Narcan or up to an additional approximately \$44 million in cash;
- Apotex to immediately pay up to approximately \$65 million;
- Hikma to immediately pay up to approximately \$98 million, and to provide either approximately \$35 million of its naloxone product or up to an additional approximately \$7 million in cash;
- Indivior to pay up to approximately \$75 million over five years, a portion of which, at the election of the state, could be paid in the form of Indivior’s branded buprenorphine and/or nalmefene products with a value of up to \$140 million.;
- Mylan to pay up to approximately \$290 million over nine years;
- Sun to immediately pay up to approximately \$32 million; and
- Zydus to immediately pay up to approximately \$15 million.

The Settlements also contain injunctive relief governing opioid marketing, sale, distribution, and/or distribution practices and require the Manufacturers to implement safeguards to prevent diversion of prescription opioids.

Each of the proposed settlements has two key participation steps.

First, each eligible state decides whether to participate in each Settlement. A list of participating states for each settlement can be found at <https://nationalopioidsettlement.com/>.

Second, eligible subdivisions within each participating state decide whether to participate in each Settlement. The more subdivisions that participate, the more funds flow to that state and its subdivisions. Any subdivision that does not participate cannot directly share in any of the settlement funds, even if the subdivision’s state is settling and other participating subdivisions are sharing in settlement funds. If the state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

WHO IS RUBRIS INC. AND WHAT IS THE IMPLEMENTATION ADMINISTRATOR?

The Settlements provide that an Implementation Administrator will provide notice and manage the collection of participation forms. Rubris Inc. is the Implementation Administrator for these new Settlements and was also retained for the prior national opioid settlements.

WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?

Your state has elected to participate in one or more of the Settlements, and your subdivision may participate in those Settlements in which your state has elected to participate. This notice is also sent directly to counsel for such subdivisions if the Implementation Administrator has their information.

If you are represented by an attorney with respect to opioid claims, please contact them.
Subdivisions can participate in the Settlements whether or not they filed a lawsuit or are represented.

WHERE CAN YOU FIND MORE INFORMATION?

Detailed information about the Settlements, including each settlement agreement, may be found at: <https://nationalopioidsettlement.com>. This website also includes information about how the Settlements are being implemented in most states and how funds will be allocated within your state.

You are encouraged to review the settlement agreement terms and discuss the terms and benefits with your counsel, your Attorney General's Office, and other contacts within your state. Information and documents regarding the Settlements and your state allocation can be found on the settlement website at <https://nationalopioidsettlement.com/>.

Your subdivision will need to decide whether to participate in the proposed Settlements, and subdivisions are encouraged to work through this process before the **October 8, 2025** deadline.

HOW DO YOU PARTICIPATE IN THE SETTLEMENTS?

The Settlements require that you take affirmative steps to "opt in" to the Settlements.

In the next few weeks, you will receive documentation and instructions from the Implementation Administrator or, in some cases, your Attorney General's Office. In order to participate in a settlement, a subdivision must sign and return the required Participation Form for that settlement.

Please add the following email addresses to your "safe" list so emails do not go to spam / junk folders: dse_na3@docuSign.net and opioidsparticipation@rubris.com. Please monitor your email for the Participation Forms and instructions.

All required documentation must be signed and returned on or before **October 8, 2025**.

EXHIBIT K

Secondary Manufacturers' Combined Subdivision Participation and Release Form **("Combined Participation Form")**

| | |
|--|------------|
| Governmental Entity: Sylvania city | State: OH |
| Authorized Official: Mark R. Frye, Mayor | |
| Address 1: 6730 Monroe St | |
| Address 2: | |
| City, State, Zip: Sylvania | Ohio 43560 |
| Phone: (419) 885-8733 | |
| Email: city.mayor@cityofsylvania.com | |

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to each of the settlements which are listed in paragraph 1 below (each a "Secondary Manufacturer's Settlement" and collectively, "the Secondary Manufacturers' Settlements"), and acting through the undersigned authorized official, hereby elects to participate in each of the Secondary Manufacturers' Settlements, release all Released Claims against all Released Entities in each of the Secondary Manufacturers' Settlements, and agrees as follows.

1. The Participating Entity hereby elects to participate in each of the following Secondary Manufacturers' Settlements as a Participating Entity:
 - a. Settlement Agreement for Alvogen, Inc. dated April 4, 2025.
 - b. Settlement Agreement for Apotex Corp. dated April 4, 2025.
 - c. Settlement Agreement for Amneal Pharmaceuticals LLC dated April 4, 2025.
 - d. Settlement Agreement for Hikma Pharmaceuticals USA Inc. dated April 4, 2025.
 - e. Settlement Agreement for Indivior Inc. dated April 4, 2025.
 - f. Settlement Agreement for Viatris Inc. ("Mylan") dated April 4, 2025.
 - g. Settlement Agreement for Sun Pharmaceutical Industries, Inc. dated April 4, 2025.
 - h. Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. dated April 4, 2025.
2. The Governmental Entity is aware of and has reviewed each of the Secondary Manufacturers' Settlements, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in each of the Secondary Manufacturers' Settlements, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in each of the Secondary Manufacturers' Settlements and become a Participating Subdivision as provided in each of the Secondary Manufacturers' Settlements.
3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in each of the Secondary Manufacturers' Settlements. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity



authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of the manufacturers listed in paragraph 1 above substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.

4. The Governmental Entity agrees to the terms of each of the Secondary Manufacturers' Settlements pertaining to Participating Subdivisions as defined therein.
5. By agreeing to the terms of each of the Secondary Manufacturers' Settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through each of the Secondary Manufacturers' Settlements solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court and agrees to follow the process for resolving any disputes related to each Secondary Manufacturer's Settlement as described in each of the Secondary Manufacturers' Settlements.¹
8. The Governmental Entity has the right to enforce each of the Secondary Manufacturers' Settlements as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in each of the Secondary Manufacturers' Settlements, including without limitation all provisions related to release of any claims,² and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in each of the Secondary Manufacturers' Settlements in any forum whatsoever. The releases provided for in each of the Secondary Manufacturers' Settlements are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in each of the Secondary Manufacturers' Settlements the broadest possible bar against any liability relating in any way to Released

¹ See Settlement Agreement for Alvogen, Inc. Section VII.F.2; Settlement Agreement for Apotex Corp. Section VII.F.2; Settlement Agreement for Amneal Pharmaceuticals LLC Section VII.F.2; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section VII.F.2; Settlement Agreement for Indivior Section VI.F.2; Settlement Agreement for Mylan Section VI.F.2; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section VII.F.2; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section VII.F.2.

² See Settlement Agreement for Alvogen, Inc. Section XI; Settlement Agreement for Amneal Pharmaceuticals LLC Section X; Settlement Agreement for Apotex Corp. Section XI; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section XI; Settlement Agreement for Indivior Section X; Settlement Agreement for Mylan Section X; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section XI; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section XI.



Claims and extend to the full extent of the power of the Governmental Entity to release claims. Each of the Secondary Manufacturers' Settlements shall be a complete bar to any Released Claim against that manufacturer's Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in each of the Secondary Manufacturers' Settlements.
11. In connection with the releases provided for in each of the Secondary Manufacturers' Settlements, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in each of the Secondary Manufacturers' Settlements, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in each of the Secondary Manufacturers' Settlements.

12. The Governmental Entity understands and acknowledges that each of the Secondary Manufacturers' Settlements is an independent agreement with its own terms and conditions. Nothing herein is intended to modify in any way the terms of any of the Secondary Manufacturers' Settlements, to which Governmental Entity hereby agrees, aside from the exceptions in paragraph 13 below. To the extent this Combined Participation Form is interpreted differently from any of the Secondary Manufacturers' Settlements in any respect, the individual Secondary Manufacturer's Settlement controls.
13. For the avoidance of doubt, in the event that some but not all of the Secondary Manufacturers' Settlements proceed past their respective Reference Dates, all releases and other commitments or obligations shall become void *only as to* those Secondary Manufacturers' Settlements that fail to proceed past their Reference Dates. All releases and other commitments or obligations (including those contained in this Combined Participation Form) shall remain in full effect as to each Secondary Manufacturer's Settlement that proceeds past its Reference Date, and this Combined Participation Form need not be modified, returned, or destroyed as long as any Secondary Manufacturer's Settlement proceeds past its Reference Date.



I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: Mark R. Frye _____

Title: Mayor _____

Date: _____



ORDINANCE NO. 100-2025**AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO SUBDIVISION PARTICIPATION FORMS WITH PURDUE PHARMA, L.P. AND THE SACKLER FAMILY, ON BEHALF OF THE CITY OF SYLVANIA, CONSISTENT WITH THE TERMS OF THE NATIONAL OPIOID SETTLEMENT AGREEMENTS; AND DECLARING AN EMERGENCY.**

WHEREAS, in 2021, nationwide settlements were reached to resolve all opioids litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors and against the manufacturer and its parent company; and,

WHEREAS, Ordinance No. 56-2021, passed August 16, 2021, authorized the Mayor and Director of Finance to enter into a Memorandum of Understanding, on behalf of the City of Sylvania, with OneOhio, consistent with the terms of the July 21, 2021 National Opioid Settlement Agreement; and,

WHEREAS, Ordinance No. 37-2023, passed April 17, 2023, authorized the Mayor and Director of Finance to enter into Subdivision Participation Forms with CVS, Walgreens, Walmart, Allergan and Teva; and,

WHEREAS, a new proposed national opioids settlement has been reached with Purdue Pharma, L.P. and the Sackler Family and in order to participate in the settlement, the City of Sylvania must return the Participation and Release Form on or before September 30, 2025; and,

WHEREAS, the Director of Law has recommended approval of the Subdivision Participation and Release Form between the City of Sylvania and Purdue Pharma, L.P. and the Sackler Family, a copy of which is attached hereto as "Exhibit A."

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

SECTION 1. That the Mayor and Director of Finance be, and they hereby are, authorized to enter into the Subdivision Participation and Release Form with Purdue Pharma,

L.P. and the Sackler Family and to execute agreements as required in order to receive the City's share of the settlement funds, on behalf of the City of Sylvania, as set forth on the attached "Exhibit A."

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

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

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the Participation Form should be approved at the earliest possible time so that the City can participate in the National Opioid Settlements. 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, _____, 2025 as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

National Opioid Settlement: Purdue Pharma L.P.
Rubris Reference Number: CL-1737074

***TO LOCAL POLITICAL SUBDIVISIONS:
THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT A NEW
NATIONAL OPIOID SETTLEMENT.***

PURDUE PHARMA L.P. & SACKLER FAMILY SETTLEMENT OVERVIEW

A proposed nationwide settlement agreement has been reached with Purdue (and certain of its affiliates) and the Sackler family concerning alleged misconduct related to opioids.

The proposed settlement is being implemented in connection with Purdue's bankruptcy proceedings, and consists of, among other things, a settlement of Purdue's claims against the Sacklers and certain other parties (referred to as the "Estate Settlement"), and a settlement of direct claims against the Sacklers held by States, local governments and other creditors (the "Direct Settlement", and together with the Estate Settlement, the "Settlement"). The Settlement contemplates that the Sacklers will be paying an aggregate of \$6.5 billion in 16 payments over 15 years, including \$1.5 billion on the settlement's Effective Date (expected to be in 2026), though some amounts are subject to discounted prepayments. These amounts are in addition to amounts available from the Purdue estate including amounts available on the Effective Date (expected to be around \$900 million) and amounts that may be paid in the future.

The Settlement also contains injunctive relief governing opioid dispensing practices and requires the successor-in-interest of Purdue Pharma L.P. to implement safeguards to prevent diversion of prescription opioids, and also restrict certain Sacklers from directly or indirectly engaging in the manufacturing or sale of opioids, as detailed in the Settlement.

The proposed settlement has two key participation steps now that all eligible states and territories elected to participate in the Direct Settlement.

First, eligible subdivisions within each participating state decide whether to participate in the Direct Settlement. The Direct Settlement is documented in the Governmental Entity and Shareholder Direct Settlement Agreement, which is commonly referred to as the "GESA". The more subdivisions that participate, the more funds flow to that state and its subdivisions. Any subdivision that does not participate cannot directly share in any of the Direct Settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds.

YOU MUST PARTICIPATE IN THE DIRECT SETTLEMENT BY RETURNING YOUR PARTICIPATION FORM IN ORDER TO RECEIVE THE BENEFITS OF THE SETTLEMENT.

Second, concurrently with the solicitation of eligible subdivisions to participate in the Direct Settlement, votes will be solicited for approval of Purdue Pharma L.P.'s bankruptcy plan, which plan will provide distributions in respect of the Estate Settlement. **NOT ALL SUBDIVISIONS ELIGIBLE TO PARTICIPATE IN THE SETTLEMENT WILL RECEIVE PACKAGES TO VOTE ON THE PLAN.**

Please note that this is NOT a solicitation or a request for subdivisions to submit votes on the Purdue bankruptcy plan. This settlement package only pertains to a decision to participate in the Direct Settlement with the Sacklers.

If you receive a package to vote on the plan you should follow the applicable instructions for voting. PLEASE NOTE THAT VOTING ON THE PLAN IS SEPARATE FROM PARTICIPATION IN THE DIRECT SETTLEMENT. IT IS NOT NECESSARY TO VOTE ON THE PLAN IN ORDER TO RECEIVE THE BENEFITS OF THE SETTLEMENT.

WHO IS RUBRIS INC. AND WHAT IS THE IMPLEMENTATION ADMINISTRATOR?

The Direct Settlement provides that an Implementation Administrator will provide notice and manage the collection of participation forms. Rubris Inc. is the Implementation Administrator for the Direct Settlement and was also retained for the prior national opioid settlements.

WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?

Your state has elected to participate in the Settlement, and therefore your subdivision may participate in the Direct Settlement. This notice is also being sent directly to counsel for such subdivisions if the Implementation Administrator has their information.

If you are represented by an attorney with respect to opioid claims, please contact them. Subdivisions can participate in the Settlement whether or not they filed a lawsuit or are represented.

WHERE CAN YOU FIND MORE INFORMATION?

Detailed information about the Settlement, including each settlement agreement, may be found at: <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. This website will be updated to include information about how the Settlement is being implemented in most states and how funds will be allocated within your state.

You are encouraged to review the terms of the settlement agreements and discuss the terms and benefits with your counsel, your Attorney General's Office, and other contacts within your state.

Your subdivision will need to decide whether to participate in the proposed Settlement, and subdivisions are encouraged to work through this process before the September 30, 2025 deadline.

HOW DO YOU PARTICIPATE IN THE SETTLEMENT?

The Settlement requires that you take affirmative steps to "opt in" to the Settlement.

In the next few weeks, you will receive documentation and instructions from the Implementation Administrator. In order to participate in the settlement, a subdivision must sign and return the required documentation.

Please add the following email addresses to your "safe" list so emails do not go to spam / junk folders: dse_na3@docusign.net and opioidsparticipation@rubris.com. Please monitor your email for the Participation Form and instructions.

All required documentation must be signed and returned on or before September 30, 2025.

EXHIBIT K

Subdivision Participation and Release Form

| | |
|--|-----------|
| Governmental Entity: Sylvania city | State: OH |
| Authorized Signatory: <u>Mark P. Fryc, Mayor</u> | |
| Address 1: <u>6730 Monroe St.</u> | |
| Address 2: | |
| City, State, Zip: <u>Sylvania OH 43560</u> | |
| Phone: <u>419-885-8733</u> | |
| Email: <u>city.mayor@cityofsylvania.com</u> | |

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the "Agreement")¹, and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as and to the extent provided in, and for resolving disputes to the extent provided in, the

¹ Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.



Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the "Shareholder Released Claims", and as it pertains to the Released Parties other than the Shareholder Released Parties, the "Released Claims"). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.
9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term "Shareholder Released



Claims” and “Released Claims”) are intended by the Governmental Entity and its Subdivision Releasers to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity’s power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasers.
11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.
12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releaser may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasers do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities’ decision to participate in the Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.
14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.



I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: Mark R. Prye

Title: Mayor

Date: _____



13a.



DEPARTMENT OF PUBLIC SERVICE
JOSEPH E. SHAW, P.E., P.S., DIRECTOR

September 2, 2025

To: The Mayor and Members of Sylvania City Council

Re: **Angola/Frankfort-Silica-Summit-Erie Resurfacing Project
Change Order No. 1**

Dear Mr. Mayor and Council Members:

Asphalt resurfacing work on several City roadways is underway by Henry W. Bergman, Inc. as a part of the joint-agency project with the Lucas County Engineer's Office for Angola/Frankfort-Silica-Summit-Erie Resurfacing Project.

Work on Silica Drive has been completed and we are coordinating with Bergman to resume work on Summit Street and Erie Street later this year in coordination with our other ongoing work on the Downtown Transportation Improvements Project (Phase 1).

Bergman has requested a project change order for the Silica Drive work to provide professional surveying services to adjust several surveying monuments in the roadway area to finished grade. The construction plans did not include a pay item to adjust these monuments. The requested change order to provide this work is in the amount of \$5,589.00.

As a result, we recommend approval of Change Order No. 1 in the amount of \$5,589.00 to increase the contract amount from \$511,417.00 to \$517,006.00. Please call with any questions.

Sincerely,

Joseph E. Shaw, P.E., P.S.
Director of Public Service

13b.

ORDINANCE NO. 101-2025

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO APPROVE CHANGE ORDER NO. 1 TO THIS CITY'S AGREEMENT WITH HENRY W. BERGMAN, INC. FOR THE SILICA DRIVE/SUMMIT STREET/ERIE RESURFACING PROJECT TO PROVIDE FOR ADDITIONAL PROFESSIONAL SURVEYING SERVICES REQUIRED; INCREASING THE CONTRACT AMOUNT BY \$5,589; APPROPRIATING FUNDS THEREFORE; AND DECLARING AN EMERGENCY.

WHEREAS, Ordinance No. 16-2025, passed February 3, 2025, accepted the bid of Henry W. Bergman, Inc. and awarded the contract for the Silica Drive/Summit Street/Erie Street Resurfacing Project to same, which bid was in the amount of \$511,417; and,

WHEREAS, the Director of Public Service, by report dated September 2, 2025, has recommended approval of Change Order No. 1 of Henry W. Bergman, Inc. for said Silica Drive/Summit Street/Erie Street Resurfacing Project to provide for additional professional surveying services required; and,

WHEREAS, the additional professional surveying services resulted in a net increase to the contract in the amount of Five Thousand Five Hundred Eighty-Nine Dollars (\$5,589.00), for a total contract amount of \$517,006.

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

SECTION 1. That said change order increasing the contract amount by the sum of Five Thousand Five Hundred Eighty-Nine Dollars (\$5,589.00), authorized to be appropriated be, and the same hereby is, approved, and the Mayor and the Director of Finance be, and they hereby are, authorized to sign said change order on behalf of this City, thereby indicating such approval and changing the total contract amount.

SECTION 2. That, to provide funds for said change order for improvements, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore appropriated to **Account No. 401-7610-51616 – Silica Drive, Summit Street, Erie Street Resurfacing**, the sum of Five Thousand Five Hundred Eighty-Nine Dollars (\$5,589.00).

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

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.

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2025, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date



City of Sylvania, OH

Change Order Details

2025 Resurfacing Project (OPWC) - Silica-Summit-Erie

| | |
|---------------------------|---|
| Description | Milling and resurfacing existing asphalt, spot full depth pavement repairs, placement of a two course asphalt overlay, upgrade of deficient curb ramps and adjustments to manholes, valve and monuments on Silica Drive, Summit Street, and Erie Street in the City of Sylvania. ORDINANCE NUMBER: 16-2025 PO NUMBER: 67589 |
| Prime Contractor | HENRY W BERGMAN INC 218 E NINTH ST GENOA, OH 43430 |
| Change Order | 1 |
| Status | Pending |
| Date Created | 08/04/2025 |
| Type | Quantity Changes |
| Summary | Change Order 1 |
| Change Order Description | Change Order #1 Surveying services required for adjusting survey monuments to grade |
| Awarded Project Amount | \$511,417.00 |
| Authorized Project Amount | \$511,417.00 |
| Change Order Amount | \$5,589.00 |

Revised Project Amount \$517,006.00

New Items

| Line Number | Item ID | Unit | Quantity | Unit Price | Extension |
|---|-----------|------|----------|-------------|-------------------|
| Section: 1 - Project Items | | | | | |
| 0020 | 623E10000 | LS | 1.000 | \$5,589.000 | \$5,589.00 |
| CONSTRUCTION LAYOUT STAKES AND SURVEYING | | | | | |
| Reason: Garcia Surveyors Inc surveying services for adjusting monuments to grade plus 15% contractor markup | | | | | |
| 1 item | | | | | Total: \$5,589.00 |

RECOMMENDED FOR APPROVAL BY:


Joseph E. Shaw, P.E., P.S., Public Service Director:  (Signature) 8/27/2025 (Date)

REVIEWED BY:

Engineer

Eric M. Barnes, P.E., S.I., Deputy Public Service Director:  (Signature) 8/27/25 (Date)

Contractor

Rachelle L. Thoman (Name)
 (Signature) 8.27.25 (Date)

The proposal is hereby approved.

Mark R. Frye, Mayor: _____ (Signature) _____ (Date)

The proposal is hereby approved.

Toby Schroyer, Finance Director: _____ (Signature) _____ (Date)

Change Order Details:

2025 Resurfacing Project (OPWC) - Silica-Summit-Erie

08/05/2025

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**CITY OF SYLVANIA, OHIO
SCHEDULE OF REGULAR MEETINGS FOR THE YEAR 2026**

City Council meets in Council Chambers located in the City Council/Police Division building located at 6635 Maplewood Ave., Sylvania, Ohio 43560 at **7:30 p.m.** unless otherwise noted.

The **Municipal Planning Commission** meets via ZOOM at **5:30 p.m.** unless otherwise noted.
(Please contact Tim Burns at tburns@cityofsylvania.com for meeting link)

The **Board of Appeals (Zoning)** meets in Council Chambers as needed.

JANUARY

5 City Council Monday
14 Plan Commission Wed
20 City Council Tuesday

FEBRUARY

2 City Council Monday
11 Plan Commission Wed
17 City Council Tuesday

MARCH

2 City Council Monday
11 Plan Commission Wed
16 City Council Monday

APRIL

6 City Council Monday
15 Plan Commission Wed
20 City Council Monday

MAY

4 City Council Monday
13 Plan Commission Wed
18 City Council Monday

JUNE

1 City Council Monday
10 Plan Commission Wed
15 City Council Monday

JULY

15 Plan Commission Wed
20 City Council Monday

AUGUST

12 Plan Commission Wed
17 City Council Monday

SEPTEMBER

8 City Council Tuesday
16 Plan Commission Wed
21 City Council Monday

OCTOBER

5 City Council Monday
14 Plan Commission Wed
19 City Council Monday

NOVEMBER

2 City Council Monday
12 Plan Commission Thur
16 City Council Monday

DECEMBER

7 City Council Monday
16 Plan Commission Wed
21 City Council Monday