

Sylvania City Council

June 1, 2026

6:00 p.m. Annexation & Zoning Committee Meeting

Downtown Zoning Code Updates

6:30 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. Haynam.
3. Additions to the agenda.
4. Approval of the Council meeting minutes from May 18, 2026.
5. Report from the Annexation & Zoning Committee meeting held this date.
6. Nuisance Abatement Lien Authorization – 5845 Balfour Rd.
 - a. Service Director’s letter requesting authorization to certify expenses to the Lucas County Auditor as a lien.
 - b. Proposed Ordinance No. 93-2026, Levying a special assessment for the abatement of a public nuisance located at 5845 Balfour Rd. in the City of Sylvania.
7. Roundabout Erie St. & Monroe St./Resurfacing Work – ROW Acquisition
 - a. Service Director’s letter requesting approval of the purchase agreement & temporary easement (Parcel 7-WD, T).
 - b. Proposed Ordinance No. 94-2026, Accepting a temporary construction easement and authorizing the Mayor and Director of Finance to enter into a purchase agreement for 0.056 acres of real property from John & Theresa Dunigan relative to this project.
 - c. Service Director’s letter requesting approval of the purchase agreement & temporary easement (Parcel 18-WD, T).
 - d. Proposed Ordinance No. 95-2026, Accepting a temporary construction easement and authorizing the Mayor and Director of Finance to enter into a purchase agreement for 0.039 acres of real property from Brian T. May relative to this project.
8. Parks & Forestry Department Vehicle Purchase
 - a. Service Director’s letter recommending approval of the vehicle purchase.
 - b. Proposed Ordinance No. 96-2026, Authorizing the Mayor and Director of Finance to accept the proposal of MacQueen Equipment Co. for the provision of a new McNeilus M5 11-cubic yard green yard waste truck.

9. Memo from the Service Director requesting approval to dispose of a 1997 Interstate Trailer (Vin #1JKODT213VA100142) by posting it for sale on the GovDeals website.
10. Executive Session – Specialized Details of Security Arrangements
11. Committee Reports
12. Committee Referrals

INFORMATION

- A. Letter from the Committee designated in the Initiative Petition for the Ordinance titled the “Sylvania Resource Conservation and Equal Access Ordinance” requesting that the legislation as set forth in the petition be submitted to a vote of the electors at the next general election on November 3, 2026.

Minutes of the Meeting of Council
May 18, 2026

The Council of the City of Sylvania, Ohio met in regular session on May 18, 2026 at 6:30 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. Hansen.

Pledge of
Allegiance.

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

No additions to
the agenda.

None

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

Agenda approval.

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

Mrs. Westphal presented the May 4, 2026 regular meeting minutes. Mrs. Westphal moved, Mr. McCann 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 May 4, 2026 be approved as written; roll call vote being: Westphal, Richardson, Haynam, Hansen, McCann, Murphy, Stough; (7) yeas; (0) nays. The motion carried.

Approval of
May 4, 2026
Council meeting
minutes.

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

Mrs. Westphal presented and read aloud by title only, proposed Resolution No. 5-2026, a written copy of same having been previously furnished to each member of Council "A Resolution of the Council of the City of Sylvania rejecting the Initiative Petition presented to the City of Sylvania on April 20, 2026; and declaring an emergency". Mrs. Westphal moved; Mr. Murphy seconded for the passage of Resolution No. 5-2026 as an emergency measure; roll call vote being: Hansen (yes), Haynam (no), McCann (yes), Murphy (yes), Richardson (yes), Stough (yes), Westphal (yes); (6) yeas; (1) nay). The motion carried.

Resolution No.
5-2026 "...
Council...
rejecting the
Initiative Petition
..."

Mr. Haynam proposed an amendment to the fourth Whereas clause of Resolution No. 5-2026 and moved that the amendment be adopted. The motion was not seconded. The motion failed.

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

Service Director's letter recommending approval of the proposal was placed on file.

Ordinance No.

Minutes of the Meeting of Council
May 18 2026

Mr. Hansen presented and read aloud by title only, proposed Ordinance No. 83-2026, a written copy of same having been previously furnished to each member of Council “Accepting the proposal of American Structurepoint, Inc. to provide professional engineering and surveying services for the Central Park/Garden Park/Rosewood Place Waterline Improvements Project; appropriating funds therefore in the amount of \$93,738; and declaring an emergency”. Mr. Hansen moved; Mr. Haynam seconded for passage of Ordinance No. 83-2026 as an emergency measure; roll call vote being: McCann, Hansen, Westphal, Murphy, Haynam, Stough, Richardson; (7) yeas; (0) nays. The motion carried.

83-2026
“...Proposal...
American
Structurepoint...
Central/Garden/
Rosewood
Waterline...”

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

Service Director’s letter recommending approval of the proposal was placed on file. Ms. Stough presented and read aloud by title only, proposed Ordinance No. 84-2026, a written copy of same having been previously furnished to each member of Council “Accepting the proposal of The Collaborative to provide master planning services for several city-owned facilities; appropriating funds therefore in the amount of \$229,500; and declaring an emergency’. Ms. Stough moved; Mr. McCann seconded for passage of Ordinance 84-2026 as an emergency measure; roll call vote being: Stough, Haynam, Hansen, Richardson, McCann, Murphy, Westphal; (7) yeas; (0) nays. The motion carried.

Ordinance No.
84-2026
“Accepting...
Master Planning
Services... city-
owned
facilities...”

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

Service Director’s letter recommending approval of the temporary construction easement was placed on file. Mr. Richardson presented and read aloud by title only, proposed Ordinance No. 85-2026, a written copy of same having been previously furnished to each member of Council “Accepting a temporary construction easement from Erik and Elaina Kenney for the roundabout at the intersection of Erie Street and Monroe Street and resurfacing work on Erie Street from Centennial Road to Monroe Street; dedicating the temporary easement for public purposes; appropriating funds therefore; and declaring an emergency”. Mr. Richardson moved; Mr. Murphy seconded for passage of Ordinance No. 85-2026 as an emergency measure; roll vote call being: Hansen, Richardson, Murphy, McCann, Stough, Haynam, Westphal; (7) yeas; (0) nays. The motion carried.

Ordinance No.
85-2026 “...
temporary
construction
easement...
Kenney... Erie
St. & Monroe
St...”

Minutes of the Meeting of Council
May 18 2026

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

Service Director’s letter recommending approval of the purchase was placed on file. Mr. Haynam presented and read aloud by title only, proposed ordinance No. 86-2026, a written copy of same having been previously furnished to each member of Council “Authorizing the Mayor and Director of Finance to accept the proposal of Kalida Truck Equipment, Inc. for the provision of one Brine Boss Automated Salt Brine Production System made by Varitech Industries for the Division of Streets, Department of Public Service; appropriating \$116,500 therefore; and declaring an emergency”. Mr. Haynam moved; Ms. Stough seconded for passage of Ordinance No. 86-2026 as an emergency measure; roll vote call being: Westphal, Haynam, Murphy, McCann, Stough, Hansen, Richardson; (7) yeas; (0) nays. The motion carried.

Ordinance No. 86-2026 “... Kalida Truck Equipment... Brine Production System...”

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

Service Director’s letter recommending the construction contract bid award was placed on file. Mr. Richardson presented and read aloud by title only, proposed ordinance No. 87-2026, a written copy of same having been previously furnished to each member of Council “Accepting the bid of Helms and Sons Excavating and awarding the contract for the Downtown Transportation Improvements Project (Phase 2) to same; authorizing the expenditure for the improvements in the amount of \$4,526,522; appropriating funds therefore; and declaring an emergency”. Mr. Richardson moved; Mr. Hansen seconded for passage of Ordinance No. 87-2026 as an emergency measure; roll call vote being: Stough, Haynam, Hansen, Richardson, McCann, Murphy, Westphal; (7) yeas; (0) nays. The motion carried.

Ordinance No. 87-2026 “...bid ... Helms & Sons ... awarding the contract...”

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

Service Director’s letter recommending approval of the proposal was placed on file. Mr. Richardson presented and read aloud by title only, proposed ordinance No. 88-2026, a written copy of same having been previously furnished to each member of Council “Accepting the proposal of Tetra Tech for supplemental professional lighting design services relative to the US-23/Monroe Street Interchange Project including surface streets; appropriating funds therefore in the amount of \$20,000; and declaring an emergency”. Mr. Richardson moved; Mr. Hansen seconded for passage of Ordinance No. 88-2026 as an emergency measure; roll call vote being: Westphal,

Ordinance No. 88-2026 “... supplemental professional lighting... US-23/Monroe St...”

Minutes of the Meeting of Council
May 18 2026

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

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

Service Director’s letter recommending approval of the 3rd Amendment was placed on file. Mr. Murphy presented and read aloud by title only, proposed ordinance No. 89-2026, a written copy of same having been previously furnished to each member of Council “Authorizing the Mayor and Director of Finance to enter into a third amendment to the City’s agreement with Sylvania Compost & Recycling, LLC to provide green yard waste drop-off from October 1, 2026 through September 30, 2029; and declaring an emergency”. Mr. Murphy moved; Mr. McCann seconded for passage of Ordinance No. 89-2026 as an emergency measure; roll call vote being: Hansen, Haynam, Stough, Richardson, McCann, Murphy, Westphal; (7) yeas; (0) nays. The motion carried.

Ordinance No.
89-2026 “...3rd
Amend...
Sylvania
Compost &
Recycling...”

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

Mr. Hansen moved, Mrs. Westphal seconded to authorize the administration to begin Letters of Interest solicitation for design engineering services for the Highland View Drive/San Benito Drive/San Reno Drive Waterline Improvements Project; roll call vote being: Stough, Hansen, McCann, Murphy, Richardson, Haynam, Mrs. Westphal; (7) yeas; (0) nays. The motion carried.

LOI Highland
View/San
Benito/San Reno.

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

Mr. McCann moved, Mr. Murphy seconded to authorize the administration to advertise for bids for curbside refuse and recycling service contracts; roll call vote being: Westphal, Haynam, Murphy, McCann, Stough, Hansen, Richardson; (7) yeas; (0) nays. The motion carried.

Bids for
recycling service
contracts.

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

Mrs. Westphal presented and read aloud by title only, proposed Ordinance No. 90-2026, 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.
90-2026 “...
Then & Now

Minutes of the Meeting of Council
May 18 2026

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. 90-2026 as an emergency measure; roll call vote being: Richardson, McCann, Haynam, Murphy, Westphal, Hansen, Stough; (7) yeas; (0) nays. The motion carried.

Certificates...”

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

Chief of Police’s letter recommending approval of the MOU was placed on file. Mrs. Westphal presented and read aloud by title only, proposed ordinance No. 91-2026, a written copy of same having been previously furnished to each member of Council “Authorizing the Mayor and Director of Finance to enter into a Mutual Aid Memorandum of Understanding on behalf of this City of Sylvania with the Sylvania Township Board of Trustees for the Tactical Emergency Medical Services Team in conjunction with the Sylvania Metro Special Response Team; and declaring an emergency”. Mrs. Westphal moved; Mr. McCann seconded for passage of Ordinance No. 91-2026 as an emergency measure; roll call vote being: Hansen, Westphal, McCann, Murphy, Haynam, Stough, Richardson; (7) yeas; (0) nays. The motion carried.

Ordinance No. 91-2026 “... MOU... SMSRT...TEMS ...”

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

Committee Reports

None.

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

Mr. Haynam moved, Mr. Hansen seconded to set an Annexation & Zoning Committee meeting on Monday, June 1, 2026 at 6:00PM in City Council Chambers located at 6635 Maplewood Avenue, Sylvania, Ohio 43560, to discuss Downtown Zoning Code updates; roll call vote being: Westphal, Richardson, Haynam, Hansen, McCann, Murphy, Stough; (7) yeas; (0) nays. The motion carried.

Set an Annexation & Zoning Committee meeting.

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

Prior to entering Executive Session, Mayor Frye added the subject of pending litigation to the Executive Session

Minutes of the Meeting of Council
May 18 2026

Mrs. Westphal moved, Ms. Stough seconded to enter into Executive Session for the purpose of discussing personnel matters and pending litigation at 7:37 p.m.; roll call vote being: Stough, Haynam, Hansen, Richardson, McCann, Murphy, Westphal; (7) yeas; (0) nays. The motion carried.

Enter into
Executive
Session –
personnel &
litigation matters

Mrs. Westphal moved, Mr. McCann seconded to return from Executive Session to General Session at 7:57 p.m.; roll call vote being: Hansen, Richardson, Haynam, Westphal, Murphy, McCann, Stough; (7) yeas; (0) nays. The motion carried.

Exit Executive
Session

Mayor Frye stated that no decisions were made in executive session regarding personnel and litigation matters and therefore Council returns to general session.

The appointment letter for Paul Nungester as Director of Finance and Treasurer for the City of Sylvania starting on or before June 15, 2026 was distributed to members of Council and Mayor Frye requested confirmation of his appointment. Mr. Haynam moved; Mrs. Westphal seconded the appointment of Paul Nungester as Director of Finance and Treasurer for the City of Sylvania; roll call vote being: Westphal, Haynam, Murphy, McCann, Stough, Hansen, Richardson; (7) yeas; (0) nays. The motion carried.

Appointment
letter for Paul
Nungester

Mayor Frye stated that Council will now consider proposed Ordinance No. 92-2026.

Mrs. Westphal presented and read aloud by title only, proposed ordinance No. 92-2026, a written copy of same having been previously furnished to each member of Council “Amending Section 139.03(e)(3) of the codified ordinance of Sylvania, 1979, as amended by increasing the salary of the treasurer from \$5,000 annually to \$10,000 annually; and declaring an emergency”. Mrs. Westphal moved; Mr. Hansen seconded for passage of Ordinance No. 92-2026 as an emergency measure; roll call vote being: McCann, Hansen, Westphal, Murphy, Haynam, Stough, Richardson; (7) yeas; (0) nays. The motion carried.

Ordinance No.
92-2026
“Amending ...
codified
Ordinances...
\$5,000... to
\$10,000...”

Mayor Frye stated that all items have been addressed.

Mrs. Westphal moved, Mr. Richardson seconded to adjourn at 8:03 p.m. Roll call vote being: Stough, Hansen, McCann, Murphy, Richardson, Haynam, Mrs. Westphal; (7) yeas; (0) nays.

Adjournment.

Minutes of the Meeting of Council
May 18 2026

Clerk of Council

Mayor



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

June 1, 2026

To: The Mayor and Members of Sylvania City Council

Re: **Nuisance Abatement Lien Authorization – 5845 Balfour Road**

Dear Mr. Mayor and Council Members:

The Zoning Department administered nuisance abatement activities at 5845 Balfour Road on December 11, 2025. The hired contractor, A&J Landscaping, hauled away 40 cubic yards of material from the property.

Enclosed is a summary of costs incurred to complete the nuisance abatement activity by A&J including City labor hours spent by the Zoning Department and Police Department to complete the abatement on December 11, 2025. The total cost and expenses incurred by the City is \$1,872.03.

Pursuant to Sylvania Codified Ordinance 1329.07(d), any and all expenses or costs incurred for the abatement shall be paid by the owner of the land within thirty days after receipt of a statement of notice. Notice was provided to the property owner by certified mail on April 24, 2026 and the deadline to have these expenses paid has lapsed.

Accordingly, we are requesting City Council authorization to certify these expenses to the Lucas County Auditor as a lien upon the property to fully complete the nuisance abatement process and adherence to our municipal code.

Please call with any questions.

Sincerely,

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

ORDINANCE NO. 93-2026**LEVYING A SPECIAL ASSESSMENT FOR THE ABATEMENT OF A PUBLIC NUISANCE LOCATED AT 5845 BALFOUR ROAD IN THE CITY OF SYLVANIA, OHIO, IN THE AMOUNT OF \$1,872.03; AND DECLARING AN EMERGENCY.**

WHEREAS, the Zoning Department administered nuisance abatement activities at 5845 Balfour Road on December 11, 2025; and,

WHEREAS, notice was provided to the property owner by certified mail on April 24, 2026 of these expenses and the 30-day deadline to pay these expenses has passed; and,

WHEREAS, Section 1329.07(d) of the Sylvania Codified Ordinances allows the cost of the abatement to be levied as a special assessment against the property by Council, and certified to the Lucas County Auditor and collected as other assessments are collected by the City; and,

WHEREAS, the total cost of the abatement is \$1,872.03, which includes the cost of A & J Landscaping hauling away 40 cubic yards of material from the property, and City labor hours spent by the Zoning Department and Police Department to complete the abatement on December 11, 2025.

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

SECTION 1. The Zoning Administrator posted notices of the violations and provided the owner of the property ample opportunities to abate the zoning violations as required under Sylvania Codified Ordinance Chapter 1329. The violations were not remedied within the time required. Therefore, the Zoning Administrator declared the structure located at 5845 Balfour Road to be a public nuisance pursuant to Sylvania Codified Ordinance Section 1329.07 and had the nuisances abated at a cost to the City of Sylvania in the amount of \$1,872.03.

SECTION 2. That the Clerk of Council be and she hereby is authorized and directed to certify to the Auditor of Lucas County, Ohio, the assessment herein made as provided by law to be placed on the tax duplicate and collected as other taxes are collected.

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

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

SECTION 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that proceedings to levy and certify the assessments herein provided are urgently required. 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, _____, 2026, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date



DEPARTMENT OF PUBLIC SERVICE
TIMOTHY S. BURNS, ZONING ADMINISTRATOR

Cost Breakdown for 5845 Balfour Rd. – NAB Abatement Totals

A&J Landscape – Loading, hauling, and dumping (30 yards)	\$1580.00
City of Sylvania Police Department – Officer Labor	\$162.23
Zoning Officer Time (2 hrs)	\$129.80
Total Cost Involvement	\$1,872.03



LANDSCAPE CENTER
P.O. Box 350816, Toledo, OH 43635

Invoice

Date	Invoice #
12/15/2025	4829

Bill To
City of Sylvania Zoning Attn: Tim Burns 6730 Monroe St. Sylvania, OH 43560

Property Location	
5845 Balfour Rd.	
P.O.#	Tim

Item	Description	Terms	Due on receipt
Labor	Nuisance Abatement at 5845 Balfour Rd.		
Labor	10 yard Dumpster w/ disposal		1
Labor	20 yard Dumpster w/ disposal		1
Labor	MISC. Hand labor (2 Hour Minimum)		10
Disposal Load	Tire disposal per tire		8

OK TO pay
Tim SB
11/21/2026

Thank you for your business. Please call with any questions. 419-842-8733. ar@aandjlandscape.com

Sales Tax (0.0%)	\$0.00
Total	\$1,580.00
Payments/Credits	\$0.00
Balance Due	\$1,580.00



7a

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

June 1, 2026

To: The Mayor and Members of Sylvania City Council

Re: **Right-of-Way Acquisition (Parcel 7-WD, T) – LUC-CR 4-7.22 (PID 116993)**

Dear Mr. Mayor and Council Members:

The construction plans for the roundabout at the intersection of Erie Street and Monroe Street and asphalt resurfacing work on Erie Street from Centennial Road to Monroe Street (LUC-CR 4-7.22, PID 116993) has reached the Stage 3 level of plan development. The final right-of-way plans have been submitted and the City was authorized to begin the right-of-way acquisition phase of the project on December 15, 2025. As a reminder, construction is scheduled for 2027.

In order to accommodate the roadway improvements, the Service Department needs to acquire permanent right-of-way and a temporary construction easement from John M. Dunigan and Theresa M. Dunigan (Ownership 7 in the Right-of-Way Plan on file with the Service Department). The permanent right-of-way take is at the southwest corner of the Erie Street and Monroe Street intersection and includes 0.056 acres of land, one tree, two shrubs, and a partial driveway removal. The temporary construction easement is needed for grading purposes.

The City has reached an agreement with the property owner in consideration of \$43,200 to acquire both the permanent right-of-way and temporary construction easement. Procurement of the right-of-way and easement were known project expenses and were included in the 2026 capital improvement budget (account number 401-7610-53613).

We request approval of the enclosed permanent right-of-way contract for sale with John M. Dunigan and Theresa M. Dunigan in the amount of \$43,200. Please call with any questions.

Sincerely,

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

ORDINANCE NO. 94-2026

ACCEPTING A TEMPORARY CONSTRUCTION EASEMENT AND AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO A PURCHASE AGREEMENT FOR 0.056 ACRE OF REAL PROPERTY FROM JOHN M. DUNIGAN AND THERESA M. DUNIGAN FOR THE ROUNDABOUT AT THE INTERSECTION OF ERIE STREET AND MONROE STREET AND RESURFACING WORK ON ERIE STREET FROM CENTENNIAL ROAD TO MONROE STREET; DEDICATING THE TEMPORARY EASEMENT AND THE REAL PROPERTY PURCHASED FOR PUBLIC PURPOSES; APPROPRIATING FUNDS THEREFORE IN THE AMOUNT OF \$43,200; AND DECLARING AN EMERGENCY.

WHEREAS, the final right-of-way plans have been submitted and the City was authorized to begin the right-of-way acquisition phase of the project on December 15, 2025; and,

WHEREAS, in order to accommodate the roadway improvements, the City of Sylvania needs to obtain a temporary construction easement and purchase additional real property from John M. Dunigan and Theresa M. Dunigan (Ownership 7 in the right-of-way plan on file with the Service Department); and,

WHEREAS, John M. Dunigan and Theresa M. Dunigan are entitled to receive payment of just compensation representing the fair market value of the temporary easement and real property after an appraisal of those rights and they have executed and delivered a grant of temporary easement and Purchase Agreement to this City for which they will be paid the sum of Forty-Three Thousand Two Hundred Dollars (\$43,200.00), a copy of which temporary easement and Purchase Agreement are attached hereto as "Exhibit A"; and,

WHEREAS, said grant of temporary easement and Purchase Agreement are presented to this Council for acceptance and for appropriation of funds and authorization of payment thereof to the Grantors.

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

SECTION 1. That the temporary easement and Purchase Agreement as to executed and tendered as described on “Exhibit A” be, and the same hereby are, accepted from John M. Dunigan and Theresa M. Dunigan, the grantors therein.

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

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

SECTION 4. That, to provide funds for payment to the Grantors of said real property and temporary easement hereby accepted, there are hereby appropriated from the **CAPITAL IMPROVEMENT FUND**, from funds therein not heretofore appropriated, to **Account No. 401-7610-53613 – Erie Street Roundabout & Resurfacing**, the sum of Forty-Three Thousand Two Hundred Dollars (\$43,200.00).

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

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

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

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2026, as an emergency measure.

ATTEST:

President of Council
APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

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

PARCEL(S): 007-WD, T
LUC-CR 4-7.22

This Agreement is by and between the City of Sylvania [“Purchaser”] and John M. Dunigan and Theresa M. Dunigan, husband and wife, [“Seller”; “Seller” includes all of the foregoing named persons or entities]. Purchaser and Seller are referred to collectively in this Agreement as “Parties.”

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

1. Price and Consideration

Purchaser shall pay to Seller the sum of \$43,200.00, which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed, including all fixtures; (b) any and all damages to any residual lands of Seller; (c) Seller’s covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property; and (e) N/A.

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

2. Estate Sold and Deed to Transfer

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

all improvements now located thereon and all fixtures of every nature now attached to or used with said land and improvements including, but not limited to, driveways, signs, utility fixtures, shrubbery and trees.

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

3. Limited Access Parcels - Waiver of Abutters' Rights

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

4. Supplemental Instruments

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

5. Warranty of Title

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

6. Elimination of Others' Interests

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

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

7. No Change in Character of Property

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

8. Offer to Sell

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

9. Designation of Escrow Agent

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

10. Closing Date

The consummation and closing of this Agreement shall occur at such time and place as the Parties may agree, but no later than 10 days after Purchaser notifies Seller in writing that

Purchaser is ready to consummate and close this Agreement. Provided, however, in no event shall such consummation and closing occur more than 120 days after the last date on which one of the Parties executes this Agreement.

11. Physical Possession of Structures Occupied by Seller

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

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

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

13. Binding Agreement

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

14. Multiple Originals

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

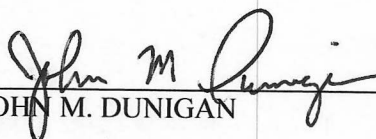
15. Entire Agreement


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

16. Amendments and Modifications

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

IN WITNESS WHEREOF, the parties hereto, namely the City of Sylvania and John M. Dunigan and Theresa M. Dunigan, husband and wife, have executed this Agreement on the date(s) indicated immediately below their respective signatures.

By: 
JOHN M. DUNIGAN
Date: 5/17/26


By: THERESA M. DUNIGAN
Date: 5/17/26

City of Sylvania

Mark Frye
Mayor
Date: _____

EXHIBIT A

Page 1 of 3

LPA RX 851 WD

Rev. 06/09

Ver. Date 09/10/25

PID 116993

**PARCEL 7-WD
LUC-CR 4-7.22
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
CITY OF SYLVANIA, LUCAS COUNTY, OHIO**

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

[Surveyor's description of the premises follows]

Situated in the State of Ohio, Lucas County, City of Sylvania, being part of Lot 1 of Sleepy Hollow Plat 1 in Plat Volume 59, Page 32, being out of a 0.450 acre parcel of land conveyed to John M. Dunigan and Theresa M. Dunigan, as of the date of this survey was prepared, in Instrument Number 20130610-0030036 of the Lucas County, Ohio Recorder's Office and being on the right side of the centerline of right of way of right side of the centerline of Monroe Street as shown on a centerline survey plat made in August of 2025, for the City of Sylvania titled "LUC-CR 4-7.22 – PID 116993" bounded and described as follows:

Beginning, at the Northwesterly corner of said Lot 1, said point being the intersection of the West line of the East 36 acres of the Northwest Quarter of Section 9, Town 9 South, Range 6 East with the Southerly existing right of way line of Monroe Street (Station 200+58.32, 47.50 feet right Monroe Street) reference an iron pin and cap found (Station 200+58.30, 47.46 feet right Monroe Street);

1. Thence Southeasterly along the Northerly line of said Lot 1 and said Southerly existing right of way line, **South 62 Degrees 37 Minutes 44 Seconds East** a distance of **149.99 feet**, to the corner common to said Lot 1 and Lot 2 of said Sleepy Hollow Plat 1 (Station 202+08.31, 47.50 feet right Monroe Street), reference a ¾ inch pipe found (Station 202+08.24, 47.56 feet right Monroe Street);
2. Thence Southwesterly along the line common to said Lots 1 and 2, **South 27 Degrees 22 Minutes 16 Seconds West** a distance of **17.50 feet**, to an iron pin set on the Southerly proposed right of way line of Monroe Street (Station 202+08.31, 65.00 feet right Monroe Street);

EXHIBIT A

Page 2 of 3

LPA RX 851 WD

Rev. 06/09

3. Thence Northwesterly along said Southerly proposed right of way line, parallel with and 65.00 feet Southerly of the centerline of right of way of Monroe Street, **North 62 Degrees 37 Minutes 44 Seconds West** a distance of **124.39 feet**, to an iron pin set (Station 200+83.92, 65.00 feet right Monroe Street)
4. The continuing Northwesterly along said Southerly proposed right of way line, **North 36 Degrees 14 Minutes 38 Seconds West** a distance of **24.75 feet**, to an iron pin set on the Westerly line of said Lot 1 and West line of the East 36 acres of the Northwest Quarter of said Section 9 (Station 200+61.75, 54.00 feet right Monroe Street);
5. Thence Northerly along the Westerly line of said Lot 1 and the West line of the East 36 acres of the Northwest Quarter of said Section 9, **North 00 Degrees 24 Minutes 43 Seconds West** a distance of **7.35 feet**, to the *Point of Beginning*.

Containing in all 0.056 acres gross, of which 0.000 acres is PRO (present roadway occupied), leaving a net take of 0.056 acres, subject to all legal easements and rights of way.

The above described area is part of currently assigned Lucas County Auditor's Permanent Parcel Number 82-28001.

The bearing in this description are for project use only and are based on grid North of the ODOT Ohio County Coordinate System for Lucas County. For complete Survey Parameters and basis of stationing, see the centerline survey plat for this project on record in the Lucas County Recorder's Office and the right of way plans on file at the Ohio Department of Transportation District 2 Office in the City of Bowling Green, Ohio.

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

Points referred to as iron pins set are 5/8 inch diameter x 30 inch long re-bars with a 1 inch diameter plastic cap marked "DGL PS #8029".

EXHIBIT A

LPA RX 851 WD

Rev. 06/09

This description was prepared for the State of Ohio Department of Transportation, and based on a land survey performed between June of 2024 and March of 2025, by DGL Consulting Engineers, by or under the direct supervision of Ronald J. Lumbrezer, Ohio Professional Surveyor #8029 and is based upon "LUC-CR 4-7.22" right of way plans completed in August of 2025 as cited herein.



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

2/14/24

Date:



EXHIBIT A

Page 1 of 2

LPA RX 887 T

Rev. 07/09

Ver. Date 11/20/25

PID 116993

**PARCEL 7-T
LUC-CR 4-7.22
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
CONSTRUCT AND REMOVE A DRIVE
FOR 12 MONTHS FROM DATE OF ENTRY BY THE
CITY OF SYLVANIA, LUCAS COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, Lucas County, City of Sylvania, being part of Lot 1 of Sleepy Hollow Plat 1 in Plat Volume 59, Page 32, being out of a 0.450 acre parcel of land conveyed to John M. Dunigan and Theresa M. Dunigan, as of the date of this survey was prepared, in Instrument Number 20130610-0030036 of the Lucas County, Ohio Recorder's Office and being on the right side of the centerline of right of way of Erie Street and right side of the centerline of Monroe Street as shown on a centerline survey plat made in August of 2025, for the City of Sylvania titled "LUC-CR 4-7.22 – PID 116993" bounded and described as follows:

Beginning, at an iron pin set on the Southerly proposed right of way line of Monroe Street (Station 200+83.92, 65.00 feet right Monroe Street);

1. Thence Southeasterly along said Southerly proposed right of way line, **South 62 Degrees 37 Minutes 44 Seconds East** a distance of **32.08 feet**, to a point (Station 201+16.00, 65.00 feet right Monroe Street);
2. Thence Southwesterly along a line perpendicular to the centerline of right of way of Monroe Street, **South 27 Degrees 22 Minutes 16 Seconds West** a distance of **5.00 feet**, to a point (Station 201+16.00, 70.00 feet right Monroe Street);
3. Thence Northwesterly along a line parallel to and 5.00 feet Southwesterly of said Southerly proposed right of way line, **North 62 Degrees 37 Minutes 44 Seconds West** a distance of **22.00 feet**, to a point (Station 200+94.00, 70.00 feet right Monroe Street);
4. Thence continuing Northwesterly along a line, **North 36 Degrees 14 Minutes 38 Seconds West** a distance of **11.25 feet**, to the ***Point of Beginning***.

Containing in all 0.003 acres gross, of which 0.000 acres is PRO (present roadway occupied), leaving a net take of 0.003 acres, subject to all legal easements and rights of way.

EXHIBIT A

LPA RX 887 T

Rev. 07/09

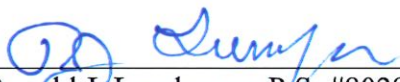
The above described area is part of currently assigned Lucas County Auditor's Permanent Parcel Number 82-28001.

The bearing in this description are for project use only and are based on grid North of the ODOT Ohio County Coordinate System for Lucas County. For complete Survey Parameters and basis of stationing, see the centerline survey plat for this project on record in the Lucas County Recorder's Office and the right of way plans on file at the Ohio Department of Transportation District 2 Office in the City of Bowling Green, Ohio.

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

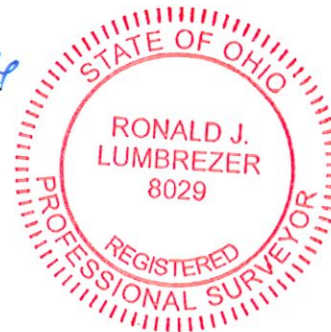
Points referred to as iron pins set are 5/8 inch diameter x 30 inch long re-bars with a 1 inch diameter plastic cap marked "DGL PS #8029".

This description was prepared for the State of Ohio Department of Transportation, and based on a land survey performed between June of 2024 and March of 2025, by DGL Consulting Engineers, by or under the direct supervision of Ronald J. Lumbrezer, Ohio Professional Surveyor #8029 and is based upon "LUC-CR 4-7.22" right of way plans completed in August of 2025 as cited herein.



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

2/19/24
Date:





7c

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

June 1, 2026

To: The Mayor and Members of Sylvania City Council

Re: **Right-of-Way Acquisition (Parcel 18-WD, T) – LUC-CR 4-7.22 (PID 116993)**

Dear Mr. Mayor and Council Members:

The construction plans for the roundabout at the intersection of Erie Street and Monroe Street and asphalt resurfacing work on Erie Street from Centennial Road to Monroe Street (LUC-CR 4-7.22, PID 116993) has reached the Stage 3 level of plan development. The final right-of-way plans have been submitted and the City was authorized to begin the right-of-way acquisition phase of the project on December 15, 2025. As a reminder, construction is scheduled for 2027.

In order to accommodate the roadway improvements, the Service Department needs to acquire permanent right-of-way and a temporary construction easement from Brian T. May (Ownership 18 in the Right-of-Way Plan on file with the Service Department). The permanent right-of-way take is at the northeast corner of the Erie Street and Monroe Street intersection and includes 0.039 acres of land and a partial driveway removal. The temporary construction easement is needed for grading purposes and driveway reconstruction work.

The City has reached an agreement with the property owner in consideration of \$53,500 to acquire both the permanent right-of-way and temporary construction easement. Procurement of the right-of-way and easement were known project expenses and were included in the 2026 capital improvement budget (account number 401-7610-53613).

We request approval of the enclosed permanent right-of-way contract for sale with Brian T. May in the amount of \$53,500. Please call with any questions.

Sincerely,

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

ORDINANCE NO. 95-2026

ACCEPTING A TEMPORARY CONSTRUCTION EASEMENT AND AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO A PURCHASE AGREEMENT FOR 0.039 ACRE OF REAL PROPERTY FROM BRIAN T. MAY FOR THE ROUNDABOUT AT THE INTERSECTION OF ERIE STREET AND MONROE STREET AND RESURFACING WORK ON ERIE STREET FROM CENTENNIAL ROAD TO MONROE STREET; DEDICATING THE TEMPORARY EASEMENT AND THE REAL PROPERTY PURCHASED FOR PUBLIC PURPOSES; APPROPRIATING FUNDS THEREFORE IN THE AMOUNT OF \$53,500; AND DECLARING AN EMERGENCY.

WHEREAS, the final right-of-way plans have been submitted and the City was authorized to begin the right-of-way acquisition phase of the project on December 15, 2025; and,

WHEREAS, in order to accommodate the roadway improvements, the City of Sylvania needs to obtain a temporary construction easement and purchase additional real property from Brian T. May (Ownership 18 in the right-of-way plan on file with the Service Department); and,

WHEREAS, Brian T. May is entitled to receive payment of just compensation representing the fair market value of the temporary easement and real property after an appraisal of those rights and he has executed and delivered a grant of temporary easement and Purchase Agreement to this City for which he will be paid the sum of Fifty-Three Thousand Five Hundred Dollars (\$53,500.00), a copy of which temporary easement and Purchase Agreement are attached hereto as "Exhibit A"; and,

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

NOW, THEREFORE BE IT ORDAINED by the Council of the City of Sylvania, Lucas

County, Ohio, _____ members elected thereto concurring:

SECTION 1. That the temporary easement and Purchase Agreement as to executed and tendered as described on “Exhibit A” be, and the same hereby are, accepted from Brian T. May, the grantor therein.

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

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

SECTION 4. That, to provide funds for payment to the Grantor of said real property and temporary easement hereby accepted, there are hereby appropriated from the **CAPITAL IMPROVEMENT FUND**, from funds therein not heretofore appropriated, to **Account No. 401-7610-53613 – Erie Street Roundabout & Resurfacing**, the sum of Fifty-Three Thousand Five Hundred Dollars (\$53,500.00).

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

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

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

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2026, as an emergency measure.

ATTEST:

President of Council
APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

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

PARCEL(S): 018-WD, T
LUC-CR 4-7.22

This Agreement is by and between the City of Sylvania [“Purchaser”] and Brian T. May, unmarried [“Seller”; “Seller” includes all of the foregoing named persons or entities]. Purchaser and Seller are referred to collectively in this Agreement as “Parties.”

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

1. Price and Consideration

Purchaser shall pay to Seller the sum of \$53,500.00, which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed, including all fixtures; (b) any and all damages to any residual lands of Seller; (c) Seller’s covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property; and (e) N/A.

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

2. Estate Sold and Deed to Transfer

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

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

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

3. Limited Access Parcels - Waiver of Abutters' Rights

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

4. Supplemental Instruments

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

5. Warranty of Title

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

6. Elimination of Others' Interests

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

Seller and Purchaser agree that if a mortgagee of Seller or of a predecessor in title fails to cooperate with the efforts to obtain a release of that mortgagee's mortgage lien secured by the

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

7. No Change in Character of Property

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

8. Offer to Sell

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

9. Designation of Escrow Agent

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

10. Closing Date

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

shall such consummation and closing occur more than 120 days after the last date on which one of the Parties executes this Agreement.

11. Physical Possession of Structures Occupied by Seller

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

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

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

13. Binding Agreement

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

14. Multiple Originals

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

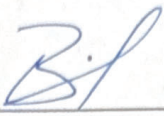
15. Entire Agreement

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

16. Amendments and Modifications

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

IN WITNESS WHEREOF, the parties hereto, namely the City of Sylvania and Brian T. May, unmarried, have executed this Agreement on the date(s) indicated immediately below their respective signatures.

By: 
BRIAN T. MAY
Date: 5/21/2026

City of Sylvania

Mark Frye
Mayor
Date: _____

EXHIBIT A

Page 1 of 3

LPA RX 851 WD

Rev. 06/09

Ver. Date 09/10/25

PID 116993

**PARCEL 18-WD
LUC-CR 4-7.22
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
CITY OF SYLVANIA, LUCAS COUNTY, OHIO**

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

[Surveyor's description of the premises follows]

Situated in the State of Ohio, Lucas County, City of Sylvania, being part of Lot 72 and Lot 71 of Highland View Park in Plat Volume 45 A-B, Page 3, being out of a 0.390 acre parcel of land conveyed to Brian T. May, as of the date this survey was prepared, in Instrument Number 20110217-0006819 of the Lucas County, Ohio Recorder's Office and being on the left side of the centerline of right of way of Erie Street as shown on a centerline survey plat made in August of 2025, for the City of Sylvania titled "LUC-CR 4-7.22 – PID 116993" bounded and described as follows:

Commencing, at the intersection of the South line of said Section 4 and centerline of right of way of Erie Street with the centerline of right of way of Monroe Street, said point being **North 62 Degrees 37 Minutes 44 Seconds West** a distance of **4.14 feet**, from a monument box with brass disc with dimple found (Station 100+00.00 Erie Street and Station 200+00.00 Monroe Street);

Thence Easterly along the South line of said Section 4 and centerline of right of way of Erie Street, **North 86 Degrees 03 Minutes 57 Seconds East** a distance of **52.37 feet**, to a point (Station 100+52.37 Erie Street);

Thence Northerly and perpendicular to said centerline of right of way, **North 03 Degrees 56 Minutes 03 Seconds West** a distance of **30.00 feet**, to a point on the Southerly corner common to said Lot 72 and Lot 73 of said Highland View Park and the Northerly existing right of way line of Erie Street, said point being the ***True Point of Beginning*** (Station 100+52.37, 30.00 feet left Erie Street);

EXHIBIT A

Page 2 of 3

LPA RX 851 WD

Rev. 06/09

1. Thence Northerly along the line common to said Lots 72 and 73, **North 02 Degrees 14 Minutes 52 Seconds West** a distance of **15.01 feet**, passing an iron pin set at 10.00 feet, to an iron pin set on the Northerly proposed right of way line of Erie Street (Station 100+52.81, 45.00 feet left Erie Street);
2. Thence Northeasterly along said Northerly proposed right of way line, **North 77 Degrees 14 Minutes 12 Seconds East** a distance of **32.58 feet**, to an iron pin set (Station 100+85.00, 50.00 feet left Erie Street);
3. Thence continuing Northeasterly along said Northerly proposed right of way line, **North 81 Degrees 59 Minutes 18 Seconds East** a distance of **28.13 feet**, to an iron pin set on the line common to said Lots 71 and 72 (Station 101+13.06, 52.00 feet left Erie Street);
4. Thence Southeasterly continuing along said Northerly proposed right of way line, **South 70 Degrees 38 Minutes 12 Seconds East** a distance of **42.98 feet**, to an iron pin set on the line common to said May parcel and a 0.390 acre parcel of land conveyed to Julie A. Watkins, as of the date of this survey was prepared, through Instrument Number 20041102-0089002 (Station 101+52.53, 35.00 feet left Erie Street);
5. Thence Southerly along the line common to said May and Watkins parcels, **South 02 Degrees 14 Minutes 52 Seconds East** a distance of **5.00 feet**, to a point on the South line of Lot 71 and the Northerly existing right of way line of Erie Street (Station 101+52.39, 30.00 feet left Erie Street) reference 1/2 inch iron pipe found bent (Station 101+52.11, 29.52 feet left Erie Street);
6. Thence Westerly along the South line of said Lots 71 and 72 and said Northerly existing right of way line, **South 86 Degrees 03 Minutes 57 Seconds West**, a distance of **100.02 feet**, to the *True Point of Beginning*.

Containing in all 0.039 acres gross, of which 0.000 acres is PRO (present roadway occupied), leaving a net take of 0.039 acres, subject to all legal easements and rights of way.

The above described area is part of currently assigned Lucas County Auditor's Permanent Parcel Number 82-08667.

The bearing in this description are for project use only and are based on grid North of the ODOT Ohio County Coordinate System for Lucas County. For complete Survey Parameters and basis of stationing, see the centerline survey plat for this project on record in the Lucas County

EXHIBIT A

LPA RX 851 WD


Rev. 06/09

Recorder's Office and the right of way plans on file at the Ohio Department of Transportation District 2 Office in the City of Bowling Green, Ohio.

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

Points referred to as iron pins set are 5/8 inch diameter x 30 inch long re-bars with a 1 inch diameter plastic cap marked "DGL PS #8029".

This description was prepared for the State of Ohio Department of Transportation, and based on a land survey performed between June of 2024 and March of 2025, by DGL Consulting Engineers, by or under the direct supervision of Ronald J. Lumbrezer, Ohio Professional Surveyor #8029 and is based upon "LUC-CR 4-7.22" right of way plans completed in August of 2025 as cited herein.



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

2/18/24
Date:



EXHIBIT A

Page 1 of 2

LPA RX 887 T

Rev. 07/09

Ver. Date 11/20/25

PID 116993

**PARCEL 18-T
LUC-CR 4-7.22
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
CONSTRUCT AND REMOVE A DRIVE
FOR 12 MONTHS FROM DATE OF ENTRY BY THE
CITY OF SYLVANIA, LUCAS COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, Lucas County, City of Sylvania, being part of Lot 72 and Lot 71 of Highland View Park in Plat Volume 45 A-B, Page 3, being out of a 0.390 acre parcel of land conveyed to Brian T. May, as of the date this survey was prepared, in Instrument Number 20110217-0006819 of the Lucas County, Ohio Recorder's Office and being on the left side of the centerline of right of way of Erie Street as shown on a centerline survey plat made in August of 2025, for the City of Sylvania titled "LUC-CR 4-7.22 – PID 116993" bounded and described as follows:

Beginning, at an iron pin set on the intersection of the line common to said Lot 72 and Lot 73 of said Highland View Park with the Northerly proposed right of way line of Erie Street (Station 100+52.81, 45.00 feet left Erie Street);

1. Thence Northerly along the line common to said Lots 72 and Lot 73, **North 02 Degrees 14 Minutes 52 Seconds West** a distance of **20.01 feet**, to a point (Station 100+53.40, 65.00 feet left Erie Street);
2. Thence Easterly along a line, **South 88 Degrees 12 Minutes 28 Seconds** a distance of **100.22 feet**, to a point on the line common to said May parcel and a 0.390 acre parcel of land conveyed to Julie A. Watkins, as of the date of this survey was prepared, through Instrument Number 20041102-0089002 (Station 101+53.12, 55.00 feet left Erie Street);
3. Thence Southerly along the line common to said May and Watkins parcels, **South 02 Degrees 14 Minutes 52 Seconds East** a distance of **20.01 feet**, to an iron pin set on the Northerly proposed right of way line of Erie Street (Station 101+52.53, 35.00 feet left Erie Street);
4. Thence Northwesterly along said Northerly proposed right of way line, **North 70 Degrees 38 Minutes 12 Seconds West** a distance of **42.98 feet**, to an iron pin set on the line common to said Lots 71 and 72 (Station 101+13.06, 52.00 feet left Erie Street);

EXHIBIT A

5. Thence Southwesterly along said Northerly proposed right of way line, **South 81 Degrees 59 Minutes 18 Seconds West** a distance of **28.13 feet**, to an iron pin set (Station 100+85.00, 50.00 feet left Erie Street);
6. Thence continuing Southwesterly along said Northerly proposed right of way line, **South 77 Degrees 14 Minutes 12 Seconds West** a distance of **32.58 feet**, to the ***True Point of Beginning***.

Containing in all 0.030 acres gross, of which 0.000 acres is PRO (present roadway occupied), leaving a net take of 0.030 acres, subject to all legal easements and rights of way.

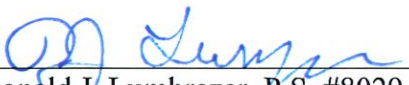
The above described area is part of currently assigned Lucas County Auditor's Permanent Parcel Number 82-08667.

The bearing in this description are for project use only and are based on grid North of the ODOT Ohio County Coordinate System for Lucas County. For complete Survey Parameters and basis of stationing, see the centerline survey plat for this project on record in the Lucas County Recorder's Office and the right of way plans on file at the Ohio Department of Transportation District 2 Office in the City of Bowling Green, Ohio.

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

Points referred to as iron pins set are 5/8 inch diameter x 30 inch long re-bars with a 1 inch diameter plastic cap marked "DGL PS #8029".

This description was prepared for the State of Ohio Department of Transportation, and based on a land survey performed between June of 2024 and March of 2025, by DGL Consulting Engineers, by or under the direct supervision of Ronald J. Lumbrezer, Ohio Professional Surveyor #8029 and is based upon "LUC-CR 4-7.22" right of way plans completed in August of 2025 as cited herein.



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

2/10/20
Date:





8a

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

June 1, 2026

To: The Mayor and Members of Sylvania City Council

Re: **Parks & Forestry Department Vehicle Purchase**
McNeilus M5 11-Cubic Yard Green Yard Waste Truck

Dear Mr. Mayor and Council Members:

The Parks & Forestry Department has requested to purchase a new green yard waste collection truck.

The existing green yard waste truck was placed into service in 2009 and is an International WorkStar 7400 with 93,780 miles with a capacity to hold 22 cubic yards of material. This has been the only green yard waste collection truck in the Department for the last 17 years and would be moved to GovDeals for auction when the new vehicle is ready for fleet service.

The new truck is a McNeilus M5 Rear Loader with 11 cubic yards of material capacity. The truck is mounted on an International HV607 chassis and comes with a tailgate and alley-side camera system and a toter grabber arm located in the center of hopper compactor. The truck would be purchased from MacQueen Equipment Co. from Lake Orion, Michigan at a purchase price of \$192,145.

The purchase of this vehicle was programmed into the 2026 capital improvement budget and would be funded from the 401-7310-53405 account.

We recommend the purchase of the new McNeilus M5 Rear Loader green yard waste truck from MacQueen Equipment Co. from Lake Orion, Michigan in the amount of \$192,145. Please call with any questions.

Sincerely,

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

ORDINANCE NO. 96-2026

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ACCEPT THE PROPOSAL OF MACQUEEN EQUIPMENT CO. FOR THE PROVISION OF A NEW MCNEILUS M5 REAR LOADER WITH 11 CUBIC YARDS OF MATERIAL CAPACITY FOR THE DEPARTMENT OF PUBLIC SERVICE, DIVISION OF PARKS & FORESTRY; APPROPRIATING \$192,145 THEREFORE; AND DECLARING AN EMERGENCY.

WHEREAS, a green yard waste truck that was placed into service in 2009 in the Parks & Forestry Department is in need of replacement; and,

WHEREAS, the Director of Public Service has received a proposal from MacQueen Equipment Co. for the purchase of one (1) new McNeilus M5 Rear Loader with 11 cubic yards material capacity at a total cost of \$192,145; and,

WHEREAS, the Director of Public Service, by report dated June 1, 2026, has recommended acceptance of the proposal of MacQueen Equipment Co. to purchase a new McNeilus M5 Rear Loader with 11 cubic yards material capacity for the Parks & Forestry Department.

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

SECTION 1. That the Mayor and the Director of Finance be, and they hereby are, authorized to sign the proposal of MacQueen Equipment Co. on behalf of this City, thereby indicating such approval and acceptance for the provision of a new McNeilus M5 Rear Loader with 11 cubic yards material capacity for the Parks & Forestry Department.

SECTION 2. That the Director of Public Service, Deputy Director of Public Service and/or the Parks & Forestry Foreman be, and hereby are, authorized and directed to sign any and all instruments and to do any and all things necessary to complete said purchase.

SECTION 3. That, upon receipt of delivery of said McNeilus M5 Rear Loader with 11 cubic yards material capacity by the City of Sylvania, the Director of Finance is hereby authorized to issue his warrant or warrants in payment therefore from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore appropriated to **Account No. 401-7310-53405 – Park Equipment**, the total sum of One Hundred Ninety-Two Thousand One Hundred Forty-Five Dollars (\$192,145.00).

SECTION 4. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this

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

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

SECTION 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that proposal for said McNeilus M5 Rear Loader should be approved immediately so that the purchase can be made at the earliest possible time. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2026, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date



Michigan Office – 78 NorthPointe Drive, Lake Orion 48359 PH:248-370-0000

May 14, 2026

To: City of Sylvania, Ohio
Attn: Joe Shaw – Director of Public Works
Dan Braithwaite – Parks Department

NEW – McNeilus M5-11 YD REL

Mounted on an International HV607 - Single Axle Chassis

Includes all Standard Equipment:

Added on Options:

- Chassis Painted Black, Body White
SSV9 Camera System, Tailgate and Alley
Front & Rear Mud Flaps
Pack and Go
Tailgate Grab Handle and Steps
Toolbox
IN Stock for Quick Delivery

Complete Package

Delivered.....\$182,145.00

Install Arm Grabber Assy Mounted Center Rear of Hopper ADD.....\$ 10,000.00

** Package with Arm Grabber Delivered.....\$ 192,145.00

Includes freight - delivery and training.

- Standard Manufacturer's Warranty
Quoted prices are good for 45 days. They are based on current costs and therefore subject to change with written notice to account for changes beyond the seller's control.

Thank you for the opportunity,

Steve Clelland – MacQueen Equipment Co.
Cell: (248)770-5696
Email: steve.clelland@macqueengroup.com



McNeilus®

Sourcewell Contract # 110223-MCN – Maturity Date 12/28/2027



(Stock Photo)









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

MEMO

To: The Mayor and City Council

From: Joseph E. Shaw, P.E., P.S., Safety/Service Director

Date: 06/01/2026

Re: Obsolete Equipment

Dear Council Members:

The following item is no longer of use in our City operations:

Streets Department: 1997 Interstate Trailer
Vin #1JKODT213VA100142

We request approval to dispose of the item by posting it for sale on the GovDeals website. Should we not receive any bids to purchase the item we will dispose of it through scrap value.

Please call if you have any questions. Thank you.



May 20, 2026

Via Hand Delivery

City of Sylvania
Attn: Claudia Witkowski, Clerk of Council
Mary Westphal, President of City Council
Mark Frey, Mayor City of Sylvania
6730 Monroe Street
Sylvania OH 43560

Re: Sylvania Resource Conservation and Equal Access Ordinance

Ms. Witkowski, Mrs. Westphal and Mayor Frey:

On May 18, 2026, Sylvania City Council adopted Resolution 5-2026 rejecting the initiative petition proposing the adoption of the "Sylvania Resource Conservation and Equal Access Ordinance". We the members of the Committee designated in the Initiative Petition for the Ordinance titled the "Sylvania Resource Conservation and Equal Access Ordinance" hereby request that the legislation as set forth in the petition be submitted to a vote of the electors at the next general election, which we understand will be held on November 3, 2026.

Yours truly,



Pamela Haynam, Committee Member



Jason Mishka, Committee Member



Katie Cappelini, Committee Member



Dani Fuller, Committee Member