

Sylvania City Council
February 2, 2015

7:00 p.m. Council Photo Session

7:30 p.m. Council Meeting
Agenda

1. Roll call. Mrs. Cappellini, Mr. Frye, Mr. Haynam, Mrs. Husman, Mr. Luetke, Mr. Mishka, Mrs. Westphal.
2. Pledge of Allegiance to the United States of America led by Mr. Mishka.
3. Additions to the agenda.
4. Approval of the meeting minutes of January 19, 2015.
5. Zoning Ordinance Amendment Petition No. ZA-1-2015, a request from Pisciotta Family Trust, to change the zoning from M-1, "Light Industrial District" to B-1-B, "Modified Business and Office District" for property located at 5649, 5651, and 5655 W. Alexis Road, Sylvania, OH. Referral to Planning Commission.
6. Proposed Ordinance 4-2015, Amending the Codified Ordinances of Sylvania by creating Chapter 1167-Charitable Donation Containers, to register Donation Containers that are placed in open spaces and on private property and a penalty for violation. For referral.
7. Proposed Ordinance 5-2015, Authorizing lease agreement between the City of Sylvania and Laura Jakcs individually and d/b/a/ LJ Creates at Suite B3 in the Maplewood Marketplace.
8. Harroun Community Park Storm Water Demonstration Project.
 - a. Service Director's report.
 - b. Proposed Ordinance 6-2015, Accepting the bid of Geddis Paving & Excavating and Awarding the contract for the Harroun Community Park Storm Water Demonstration Project.
9. Notice of the transfer of the D5, spirituous liquor for on premises consumption only, beer, wine and mixed beverages for on premises, or premises in original sealed containers and D6, sale of intoxicating liquor on Sunday until midnight; permit from KMT Ventures, LLC d/b/a Hamways Tavern on the Main, 5577 Monroe St., Suite D, to Bellworthy, LLC, d/b/a 5th Street Pub, 5577 Monroe St, Suite D.
10. Committee reports.

11. Committee referrals.

INFORMATION

None

Minutes of the Meeting of Council
January 21, 2015

The Council of the City of Sylvania, Ohio met in regular session on January 21, 2015 at 7:30 p.m. with Mayor Craig A. Stough in the chair. Roll was called with the following members present: Katie Cappellini, Mark Frye, Doug Haynam, Sandy Husman, Mark Luetke, Jason Mishka, Mary Westphal (7) present; (0) absent.

Roll call:
All present.

Scouts from St Joe's School led the Pledge of Allegiance to the United States of America.

Pledge of Alleg.

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

Requests were made for the following additions to the agenda:

Additions to the agenda.

Item F. Emergency Alert System for the City of Sylvania.

Mr. Haynam moved, Mrs. Westphal seconded to approve the agenda as amended; roll call vote being: Cappellini, Frye, Haynam, Husman, Luetke, Mishka, Westphal, (7) yeas; (0) nays. The motion carried.

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

Mrs. Westphal presented the January 5, 2015 minutes. Mrs. Westphal moved, Mrs. Husman 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 January 5, 2015 be approved; roll call vote being: Frye, Haynam, Husman, Luetke, Mishka, Westphal, Cappellini, (7) yeas; (0) nays. The motion carried.

Approval of the January 5 minutes.

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

Mayor Stough presented the Planning Commission's recommendation for ZA-4-2014, a request from the City of Sylvania to change the zoning from R-3, "Multiple Dwelling Medium Density District" to P-R-O, "Professional Research and Office District", for property located at 6705 Maplewood (82-01997), 6715 Maplewood (82-02007), 0 Monroe St.-Rear (82-02022), and 0 Monroe St.-Rear (82-02012). Mr. Haynam moved, Mr. Luetke seconded, to set the public hearing date for March 2, 2015 at 7:00p.m., and to authorize the clerk to advertise for same; roll call vote being: Haynam, Husman, Luetke, Mishka, Westphal, Cappellini, Frye, (7) yeas; (0) nays. The motion carried.

Public hearing set for ZA-4-2014, for March 3, at 7:00p.m.

Minutes of the Meeting of Council
January 21, 2015

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

Service Director Kevin Aller's report on the Mower purchase/Trade-in was placed on file. Mrs. Cappellini presented and read aloud by title only, proposed Ordinance No. 2-2015, a written copy of same having been previously furnished to each member of Council, "Accepting the proposal of Buck & Knobby Equipment Company, Inc. for the furnishing of one new Grasshopper 725DT lawnmower, with trade-in, for the Department of Public Service in the amount of \$9,350; and declaring an emergency"; Mrs. Cappellini moved, Mr. Haynam seconded, that Council dispense with the Second and Third Readings of said Ordinance; roll call vote being: Husman, Luetke, Mishka, Westphal, Cappellini, Frye, Haynam, (7) yeas; (0) nays. The motion carried.

Ordinance
2-2015,
"Accepting
proposal...new
lawnmower, with
trade-in..."

Mrs. Cappellini moved, Mrs. Westphal seconded, that Ordinance 2-2015 be enacted as an emergency measure as declared therein; roll call vote being: Luetke, Mishka, Westphal, Cappellini, Frye, Haynam, Husman, (7) yeas; (0) nays. The motion carried.

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

Service Director Kevin Aller's report on the Arbor Way Sewer Project Assessment was placed on file. Mr. Mishka presented and read aloud by title only, proposed Ordinance No. 3-2015, a written copy of same having been previously furnished to each member of Council, "An Ordinance levying Special Assessments for the improvement of Arbor Way between Silvertown Drive and Whiteford Road, by installing eight inch sanitary sewer lines, widening the pavement, installing a new surface course of asphalt, together with the necessary appurtenances thereto; and declaring an emergency"; Mr. Mishka moved, Mrs. Husman seconded, that Council dispense with the Second and Third Readings of said Ordinance; roll call vote being: Mishka, Westphal, Cappellini, Frye, Haynam, Husman, Luetke, (7) yeas; (0) nays. The motion carried.

Ordinance
3-2015,
"...levying
Special
Assessment for
Arbor Way
Sewer...."

Mr. Mishka moved, Mr. Frye seconded, that Ordinance 3-2015 be enacted as an emergency measure as declared therein; roll call vote being: Westphal, Cappellini, Frye, Haynam, Husman, Luetke, Mishka, (7) yeas; (0) nays. The motion carried.

Minutes of the Meeting of Council
January 21, 2015

Mayor Stough stated that all items on the agenda had been considered.

Mrs. Westphal moved, Mrs. Husman seconded that this meeting adjourn; all present voting yea (7); (0) nays. The motion carried and the meeting adjourned at 7:54 p.m.

Adjournment.

Clerk of Council

Mayor

PETITION FOR ZONING ORDINANCE AMENDMENT

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

Application No. ZA-1-2015
Date 1/23/15

Petitioner Name(s) Pisciotta Family Trust, c/o Jonathan M. Hanna, Esq.
Petitioner Address 7255 Crossleigh Ct., Ste 104
Toledo, OH 43617
Telephone 419-517-7377

Location of property for which zoning amendment is requested:
5649 W. Alexis Rd., Sylvania, Lot 25, P.N. 82-82081; 5651 W. Alexis Rd.,
Sylvania, Lot 24, P.N. 82-82077; 5655 W. Alexis Rd., Sylvania, Lot 23,
P.N. 82-82074

Purpose of amendment request: See enclosed letter

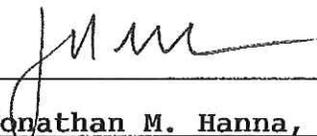
Current Zoning: M-1

Requested Zoning: B-1-B

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 \$150.00, 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: 
Jonathan M. Hanna, Esq.

Date referred by Council: _____
Date of Commission Action: _____
Date of Council Action: _____
Action: _____



January 23, 2015

Clerk of Council
Sylvania Administration Building
Room 201
6730 Monroe Street
Sylvania, Ohio 43560

RE: Petition for Zoning Ordinance Amendment
5649 W. Alexis Road, Sylvania, Ohio
5651 W. Alexis Road, Sylvania, Ohio
5655 W. Alexis Road, Sylvania, Ohio

To Whom It May Concern:

The firm of Semro Henry & Spinazze Ltd. represents the Pisciotta Family Trust, the owner ("Owner") of the real property commonly known as 5649, 5651, and 5655 W. Alexis Road, Sylvania, Ohio (collectively the "Property"). The Property has for many years been operated as a Kentucky Fried Chicken franchise by a commercial tenant. However, the tenant recently decided to close this location.

The parties are currently working with a local commercial realtor to find a subtenant (or buyer) for the Property. However, in preparing the marketing materials for the Property, we discovered that the Property was at some point re-zoned as M-1 (Light Industrial). Given the Property's location, structure and features, any prospective lessee or buyer will in all likelihood want to continue to operate the Property as a restaurant.

The current industrial zoning classification would prevent the Owner, or any future tenant or buyer, from putting the Property to such use. And to alter the structure to facilitate industrial use of the Property would be at significant cost to the Owner. In short, we submit that the current M-1 zoning classification will impose an undue burden.

Accordingly, the Owner is seeking to have the Property rezoned as B-1-B (Modified Business and Office District), in accordance with Chapter 1135 of the Sylvania Planning and Zoning Code. Specifically, 1135.07(r) provides that a restaurant is a permitted use under that Chapter. To this end, I am submitting the following materials on behalf of the Owner:

- A Petition for Zoning Ordinance Amendment;
- A full legal description for the Property;
- An area location map for the Property (from ARELS);
- A site plan for the Property (11" x 17");



JONATHAN M. HANNA | ATTORNEY
hanna@shslawltd.com

Licensed in Ohio And Michigan

- A copy of Chapter 1135 of the Sylvania Planning and Zoning Code;
- A check in the amount of \$150.00.

I thank you in advance for your processing and review of these materials, and will await further notice regarding any required hearing dates. If you have any questions about the Petition or the supporting documents, or if there is any further information you might require, please contact me directly.

Sincerely,

Semro Henry & Spinazze Ltd.

A handwritten signature in black ink, appearing to read 'J. Hanna', written over the printed name.

Jonathan M. Hanna

Encl.
JMH/dk

cc: Dominic Spinazze, Esq. (by email only)
Chris Pisciotta (by email only)

SCHEDULE A

Situated in the City of Sylvania, County of Lucas, State of Ohio and being all of Lot Numbers twenty-three (23), twenty-four (24) and twenty-five (25) in Whetstone Park, an addition to the City of Sylvania as recorded in Volume 45 of Plats, page 71 and being more particularly described as follows:

Beginning at a 1" iron pipe found at the intersection of the South right-of-way of Sylvania-Alexis Road (101.5' right-of-way) with the West right-of-way of Alger Drive (60' right-of-way);

Thence, S 00°00'00" E, along the West right-of-way of Alger Drive, 136.42 feet to a 1" pipe found;

Thence, S 90°00'00" W, leaving said Drive, along the North line of lands now or formerly conveyed to Timothy A. Kalmbach, as Trustee, Clarence H. Kalmbach Living Trust as recorded in Volume 91479, page B09, Lucas County, Ohio Recorder's Office, 116.00 feet to a 1" iron pipe found in the East line of lands now or formerly conveyed to KIF Real Estate Partnership, an Ohio General Partnership;

Thence, N 00°00'00" E, leaving said Kalmbach lands, along said KIF lands, 0121.77 feet to a 1" iron pipe found in the South right-of-way of the aforesaid Sylvania-Alexis Road;

Thence N 82°48'07" E, leaving said KIF lands, along the South line of said Road, 116.92 feet to the place of beginning and containing 0.3438 acres (14,975.02 square feet) of lands as surveyed by Deron J. Millman P.S. No. S-7717 for and on the behalf of Millman Surveying, Inc. in November of 1999.

The Meridian for all bearings stated herein is assumed as being S 90°00'00" W as the South line of Lots 23, 24 and 25 as appear in Plat Volume 45, page 71.

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SITE PLAN

LEGAL DESCRIPTION
 LOTS 23, 24 AND 25, WHEATSTONE
 PARK CITY OF SHELBY COUNTY, OHIO

OWNER
 PROGRESSIVE TRADING CO.
 116 S. S. WOODS ROAD
 MARIETTA, OHIO 45757

Scale 1" = 10'

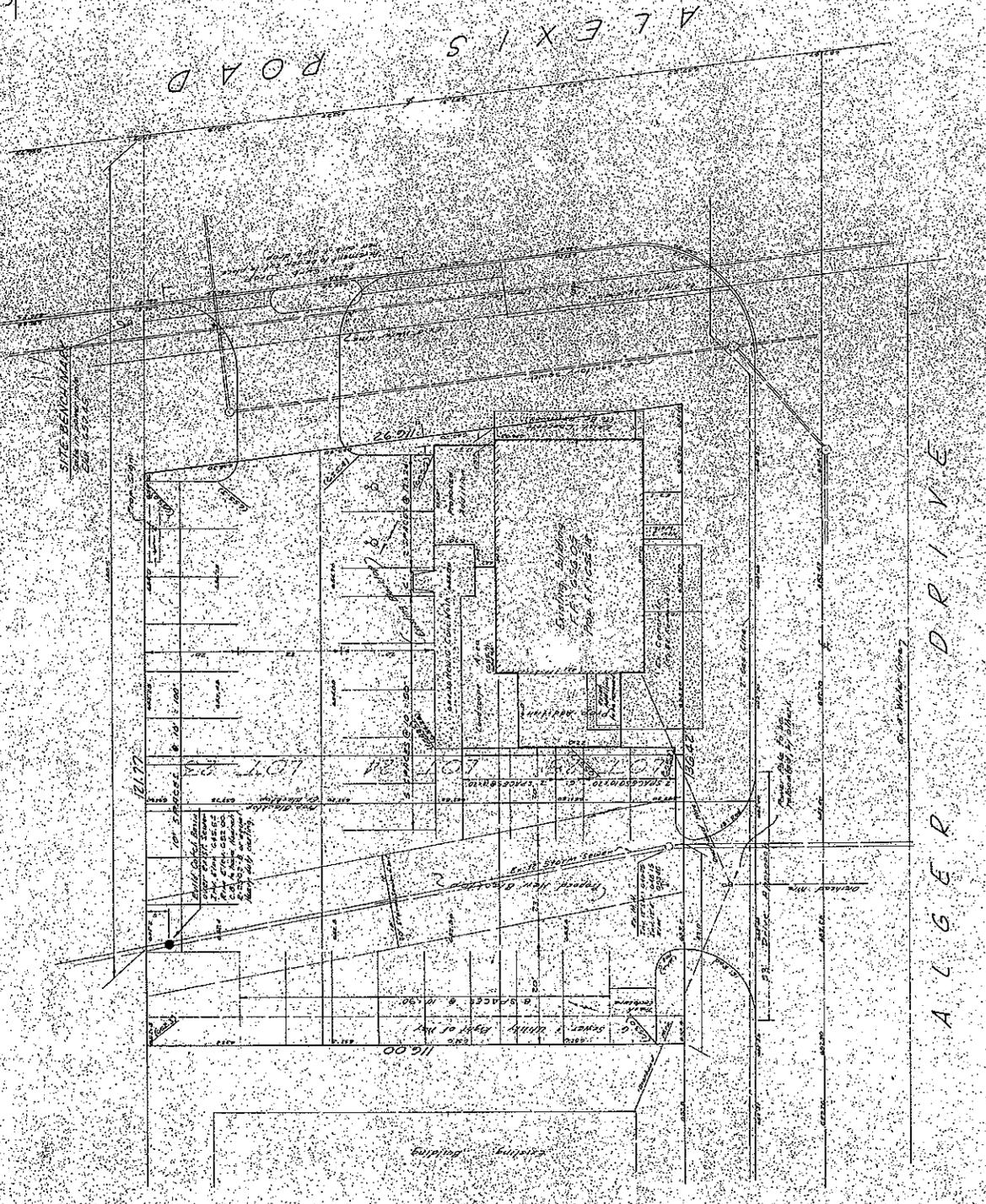
PROPOSED 2200' X 1000' PLANNING ZONE
 RESIDENTIAL, COMMERCIAL, OFFICE,
 MANUFACTURING, INDUSTRIAL, PUBLIC
 UTILITIES, AND OTHER USES.

LEGEND

Proposed Building
 Proposed Driveway
 Proposed Parking
 Proposed Utility

Proposed Building
 Proposed Driveway
 Proposed Parking
 Proposed Utility

DATE	DESCRIPTION



SITE BENCH MARK
 244.45 ±

LOT 23

LOT 24

LOT 25

ALEXIS ROAD

ALGER DRIVE

16.00

10.00

10.00

10.00

10.00

10.00

10.00

10.00

10.00

**CHAPTER 1135
B-1-B Modified Business and Office District**

1135.01 Purpose.	1135.07 Permitted uses.
1135.02 Location.	1135.08 Residential uses.
1135.03 Performance standards.	1135.09 Screening.
1135.04 Yard requirements.	1135.10 Signs.
1135.05 Maximum height.	
1135.06 Off-street parking and loading.	

CROSS REFERENCES

Business defined - see P. & Z. 1101.19
 Rules for interpretation of district boundaries - see P. & Z. 1113.06
 Conformance with district regulations - see P. & Z. 1115.02
 Off-street parking and loading - see P. & Z. Ch. 1157, 1159
 Yards, projections and height exceptions - see P. & Z. Ch. 1161

1135.01 PURPOSE.

The purpose of this Chapter is to establish a retail, service and office district which is restricted in nature and relatively compatible with residential areas for the purpose of providing necessary commercial services at convenient locations to the resident population.

1135.02 LOCATION.

This District applies to commercial service locations close to residential areas. The districts should be located in reference to major streets, accessibility and service to residential areas.

1135.03 PERFORMANCE STANDARDS.

The following rules shall apply to all uses in this District, except that legal nonconforming uses may continue at the same performance level at which they operated before they became nonconforming in relation to this Zoning Ordinance:

- (a) All uses and activities shall be inside buildings, with no outside storage or activity allowed.
- (b) There shall be no noise carrying beyond a lot upon which a business is located, except for normal car and pedestrian activity.
- (c) No business shall remain open to the public later than 1:00 a. m., or open before 5:00 a.m., local time.

1135.04 YARD REQUIREMENTS.

(See Section 1135.08 hereof for residential building requirements.)

- (a) Front yard - Twenty feet. (See Chapter 1161 for special requirements for required front yards and building projections.)
- (b) Side yard - No side yard is required, except that a ten foot side yard is required adjacent to a residential zoning district.
- (c) Rear yard - No rear yard is required, except that a thirty foot rear yard is required adjacent to a residential zoning district.

1135.05 MAXIMUM HEIGHT.

No building or structure shall be erected or enlarged to exceed thirty-five feet in height. (See Chapter 1161 for general height exceptions.)

1135.06 OFF-STREET PARKING AND LOADING.

Off-street parking and loading facilities shall be as provided in Chapters 1157 and 1159.

1135.07 PERMITTED USES.

Uses permitted in the B-1-B District shall be as follows:

- (a) Accessory uses, provided that no accessory buildings shall be located in any required yard.
- (b) Commercial parking lots and garages.
- (c) Copy or Business Center
- (d) Educational facilities, elementary school
- (e) Educational facilities, high school
- (f) Educational facilities, junior high school
- (g) Educational facilities, nursery school or preschool
- (h) Educational facilities, vocational or trade school
- (i) Funeral homes.
- (j) Home Occupations
- (k) Lodges and fraternal organizations.
- (l) Multiple dwellings.
- (m) Offices and activities of an office nature including banks, doctors' and dentists' offices and clinics and other professional and business offices.
- (n) Parks, playgrounds and community buildings owned or operated by public agencies.
- (o) Personal service businesses including barber shops, beauty parlors, shoe repair shops, laundry and dry cleaning pick-up stations, photography studios and similar businesses meeting the purpose and performance characteristics of this district.
- (p) Restaurant
- (q) Restaurant, with outdoor customer dining area
- (r) Restaurants with drive-through window service
- (s) Retail bakeries.
- (t) Retail stores meeting the performance standards set forth in Section 1135.03.
- (u) Sales rooms.
- (v) Single-family dwellings, in a mixed use building
- (w) Special uses, as indicated in Chapter 1153.
- (x) Two-family dwellings.
- (y) Utility facilities necessary for local service to the adjacent area.

1135.08 RESIDENTIAL USES.

(a) Every building hereafter built or located in this District which contains a dwelling unit or units including duplexes, multiple dwellings and store buildings containing dwellings, shall meet the side yard and rear yard requirements of Section 1125.03 and conform to the requirements set forth in Sections 1125.04 through 1125.07 and 1125.09.

(b) Two-family and multiple -dwelling buildings with attached dwelling units, which are of a row house nature with party walls between dwelling units and private or semiprivate entrances, shall meet the requirements of Section 1125.16.

1135.09 SCREENING.

(a) All side and rear yards in this District abutting residentially zoned land shall be screened therefrom and shall be required to have effective screening suitable for the purpose intended and as required in this section. Such screening shall be esthetically attractive, compatible with the surrounding "R" properties and have year-round screening value. Deciduous trees and shrubs are not acceptable for screening purposes. Acceptable for such screening purposes are plantings of spruce, pine, fir or hemlock in sizes sufficient to provide effective screening at the time of planting. Arborvitae (thuja) is not acceptable for permanent screen planting. Plantings shall be so arranged as to provide both effective screening immediately, and yet provide adequate space for development at maturity. Where plant material is used, a growing strip at least six feet in width, measured perpendicular to the lot line, shall be provided. The surface of the growing strip may not be paved or covered over with any material impervious to the free passage of either air or water. Also acceptable for screening purposes are walls or fences constructed of wood products, brick, stone or precast concrete shapes other than blocks.

(b) The above requirements for screening shall be in addition to any applicable requirements of Chapters 1157 and 1159, pursuant to Section 1135.06 for screening, and should any screening be required by two or more provisions of this Zoning Ordinance, the most restrictive requirement therefore shall control.

1135.10 SIGNS.

Signs must conform to requirements defined in Chapter 111 (Sign Regulations.)

ORDINANCE NO. 4 -2015

AMENDING THE CODIFIED ORDINANCES OF SYLVANIA, 1979, AS AMENDED, BY CREATING CHAPTER 1167 – CHARITABLE DONATION CONTAINERS, TO REGISTER DONATION CONTAINERS THAT ARE PLACED IN OPEN SPACES AND ON PRIVATE PROPERTY AND A PENALTY FOR VIOLATION; AND DECLARING AN EMERGENCY.

WHEREAS, the City currently takes various measures to combat illegal dumping under the existing City Code and various donation containers are placed in different areas in and around the City of Sylvania by numerous non-profit organizations; and,

WHEREAS, large amounts of donated materials outside of donation containers, such as clothing or other household materials, have the potential to become a larger illegal dumping issue because many containers have items placed outside of the designated container; and,

WHEREAS, said donation containers, if not constructed of appropriate materials and if not appropriately serviced and maintained pose a risk to public health and safety; and,

WHEREAS, this proposed addition to the City Code will promote the public health and safety and shall increase the City's ability to combat illegal dumping around donation containers by enacting new registration requirements and more accountability of property owners and nonprofits for the maintenance, upkeep, servicing and signage for the donation containers.

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

SECTION 1. That Title Five – Supplemental Zoning Regulations, of the Codified Ordinances of Sylvania, 1979, be, and the same hereby is, amended to read as set forth on “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 this ordinance must be immediately effective to provide for the new regulations regarding charity donation huts and to make necessary changes to the Codified Ordinances. 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 dispensing with the second and third readings: Yeas _____ Nays _____

Passed, _____, 2015, as an emergency measure.

President of Council

ATTEST: . . .

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

CHAPTER 1167
Charitable Donation Containers

1167.01	Definitions.	1167.05	Registration.
1167.02	Donation Containers Prohibited.	1167.06	Maintenance and
1167.03	Authorizing or Allowing Donation		Upkeep.
	Containers on Real Property Prohibited.	1167.99	Penalty.
1167.04	Registration Requirements.		

1167.01 DEFINITIONS.

A. "Attended Donation Container" means any donation container at which an employee or representative of the sponsoring company or organization is present to accept donations, A donation container shall have a person present to accept donations at least twenty (20) hours a week to be considered attended. Donation containers placed inside of permitted buildings shall be considered attended,

B. "Donation container" means any box, building, trailer or other receptacle that is intended for use as a collection point for donated clothing/household items or any other specified materials

C. "Person" includes an individual, sole proprietorship, corporation, association nonprofit corporation, partnership, joint venture, limited liability company, estate, trust, public or private organization that is not a state agency, business trust, public corporation, or any other legal or commercial entity.

1167.02 DONATION CONTAINERS PROHIBITED.

A. It shall be unlawful for any person to place or maintain, or allow to be placed or maintained, any donation container within the City of Sylvania, without having first registering the container in compliance with the provisions of this article.

B. Any donation container located within the jurisdiction of the City of Sylvania that is not registered shall be subject to impoundment by the City.

C. Notwithstanding any other provision of the City Code, no provisions of this Article shall apply to (1) any Attended Donation Container or (2) any donation container located on the property of any public or private school, church or community center with the knowledge of and written approval of such public or private school, church or community center.

1167.03 . . . AUTHORIZING OR ALLOWING DONATION
CONTAINERS ON REAL PROPERTY PROHIBITED.

It shall be unlawful for any person that owns, leases, or is entitled to possession of real property within the City of Sylvania, to authorize or allow any donation container to be placed on or remain on such real property without complying with the provisions of this Chapter.

1167.04 . . . REGISTRATION REQUIREMENTS.

Registration to allow a donation container as an accessory use shall be issued by the Zoning Administrator provided the following conditions are satisfied:

- (1) The person or entity placing or maintaining a donation container is registered to operate in the State of Ohio as a non-profit corporation.
- (2) The property owner provides written authorization allowing the donation container on the property.
- (3) The permit holder shall be responsible to collect the contents of the donation container to prevent overflow.
- (4) The visual/structural integrity and cleanliness of the donation container must be maintained continuously.
- (5) The placement of the donation container shall not impede traffic nor visually impair any motor vehicle operation within a parking lot, driveway or street.
- (6) The donation container shall not be located in a front yard, access easement, drainage easement, floodplain, driveway, utility easement or fire lane.
- (7) A minimum of one (1) stacking or parking space per donation container shall be required on-site.
- (8) Occupation of any parking spaces by the donation container shall not reduce any required parking spaces for the principal use on a lot.
- (9) The donation container owner or the entity maintaining the donation container shall display current contact of both the owner of the donation container and the property on which the donation container is located; such information shall include street address and telephone number on the donation container. This information must be readable and clearly visible to the public.
- (10) The donation container may only be used as a collection container for items specified. All donation materials must fit into and be placed inside the donation container. The collection or storage of any materials outside the container is prohibited.
- (11) The donation container shall be located at least 200 feet away from any residential dwelling.

(12)The maximum number of donation containers allowed for each property shall not exceed one (1) and the size of each donation container shall not exceed four (4) cubic yards.

(13)The property is zoned B-1-B, B-2, B-4, M-1 or M-2.

(14)The donation container must be equipped with a safety designed pull down door that when open allows for limited access.

1167.05 REGISTRATION.

Applicants registering under this article shall file a written sworn application with the Sylvania Zoning Office on a form designated by that office and pay an application fee of \$100.00. The application shall include the written authorization from the property owner allowing the donation container on the property and a site plan drawing showing where the donation container will be placed. Registrations issued under the provisions of this article shall be valid only at the address stated. The annual registration shall expire on December 31st of each calendar year regardless of the date of issuance. A new application, application fee and registration shall be required each year.

1167.06 MAINTENANCE AND UPKEEP.

The Donation Box owner holder and the property owner shall be held jointly and severally liable and responsible for the maintenance, upkeep, and servicing of the container and clean up and removal of any donations left on the property outside of the container. The City shall have the authority to abate any property in violation of this Article that is deemed a public nuisance under the procedures contained in within the City Code.

1167.99 Penalty

Any violation of this section shall be misdemeanor of the fourth degree. In addition, any violation of this section may result in the immediate removal and impoundment of the donation container by the City and upon impoundment any registration shall be immediately revoked. Any donation container impounded by the City shall be released to the owner upon securing a new registration, and the payment of an impound fee of \$250.00, and a daily storage fee of \$20.00 for each day in City possession after impound. If after 60 days the donation box is not retrieved by the proper owner and all fees and fines paid to the City for such impoundment and subsequent registration, the City shall sell, recycle, scrap or dispose of any donation container and its contents and shall retain any proceeds for the general fund of the City.

(Ord. ____-2015. Passed _____-2015.)

“Exhibit A”

ORDINANCE NO. 5 -2015

AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF SYLVANIA, AS LESSOR, AND LAURA JAKES, INDIVIDUALLY AND d/b/a LJ CREATES, AS LESSEE, OF SUITE B3 IN THE MAPLEWOOD MARKETPLACE, 5702 N. MAIN STREET, SYLVANIA, OHIO, FOR THE PURPOSE OF OPERATING A GRAPHIC DESIGN BUSINESS, DETERMINING SAID CITY OWNED PROPERTY NOT TO BE NEEDED FOR MUNICIPAL PURPOSES DURING THE TIME OF PROPOSED LEASE; AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO SIGN SUCH A LEASE ON BEHALF OF THE CITY OF SYLVANIA; AND DECLARING AN EMERGENCY.

WHEREAS, the prior lease for Suite B3 in the Maplewood Marketplace has expired and is vacant; and,

WHEREAS, Ordinance No. 8-2014, passed by Sylvania City Council on March 3, 2014, authorized a Lease Agreement between the City of Sylvania, as Lessor, and Laura Jakes, individually and d/b/a LJ Creates, as Lessee, of Suite B2 in the Maplewood Marketplace; and,

WHEREAS, the City and Laura Jakes, individually and d/b/a LJ Creates have proposed to lease approximately 279 square feet in the Maplewood Marketplace, Suite B3, 5703 N. Main Street for thirteen (13) months with rental according to the following schedule:

February 1, 2015 – March 31, 2016: Lessee shall pay as rent the sum of Three Thousand Seven Hundred Seventy Dollars (\$3,770.00) in equal monthly installments of Two Hundred Ninety Dollars (\$290.00) per month, commencing on the 1st day of February, 2015.

a copy of said Lease Agreement 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 City of Sylvania owns the building located at 5703 N. Main Street, including Suite B2 comprising approximately 279 square feet, in Sylvania, Ohio, which is hereby determined not to be needed for municipal purposes for a period of thirteen (13) months so as long as the activities conducted on said premises are compatible with the stated purpose of the Lease.

SECTION 2. That, the municipal property described in Section 1 hereof is hereby authorized to be leased by the City of Sylvania as Lessor, to Laura Jakes, individually and d/b/a LJ Creates, as Lessee, or to such other Lessee for the term of thirteen (13) months.

SECTION 3. That rent for the property shall include the following schedule February 1, 2015 – March 31, 2016: Lessee shall pay as rent the sum of Three Thousand Seven Hundred Seventy Dollars (\$3,770.00) in equal monthly installments of Two Hundred Ninety Dollars (\$290.00) per month, commencing on the 1st day of February, 2015.

SECTION 4. That the Mayor and Director of Finance of this City be, and they hereby are, authorized and directed to accept the terms of the lease agreement on behalf of the City of Sylvania, Ohio, as Lessor, as authorized in Section 2 hereof for the property described in Section 1 hereof.

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 of the City of Sylvania and for the further reason that the lease for the premises should be entered into 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 dispensing with the second and third readings: Yeas - _____ Nays - _____

Passed, _____, 2015, as an emergency measure.

ATTEST:

President of Council

Clerk of Council

APPROVED:

APPROVED AS TO FORM:

Mayor

Director of Law

Date

BUSINESS PROPERTY LEASE

THIS AGREEMENT is made at Sylvania, Ohio, this _____ day of _____, 2015, by and between the City of Sylvania, an Ohio municipality (hereinafter "Lessor") and Laura Jakes, individually and d/b/a LJ Creates hereinafter ("Lessee").

In consideration of the promises set forth herein, and for and on behalf of its heirs, successors, Administrators, Executors and Assigns the parties agree that:

The Lessor hereby leases to the Lessee the following described premises located in the City of Sylvania, County of Lucas, and State of Ohio:

Approximately Two Hundred Seventy-Nine (279) square feet of office space located on the second (2nd) Floor of the Maplewood Market, at 5503 N. Main St., Suite B __, Sylvania, Ohio 43560.

1. PARKING: No on-site parking is provided for tenants. Tenant shall encourage its employees to refrain from using the angled parking located on Maplewood Avenue directly across from the Maplewood Market between Becker Place and the Railroad Tracks during normal business hours.

2. TERM: This lease shall be for the term of 13 months, commencing on the 1st day of February, 2015 and terminating on the 31st day of March, 2016.

3. RENT: Lessee shall pay as rent the total sum of Three Thousand Seven Hundred Seventy Dollars (\$3,770.00) according to the schedule set forth below:

February 1, 2015 – March 31, 2016: Three Thousand Seven Hundred Seventy Dollars (\$3,770.00) payable in equal monthly installments of Two Hundred Ninety Dollars (\$290.00) per month.

If rent is not paid by the 5th day of the month, a \$50 late charge will be assessed.

4. SECURITY DEPOSIT: Lessee shall deposit the additional sum of \$290.00 as security for Lessee's obligations under the terms of this lease.

5. CONDITION OF PREMISES: Unless otherwise specified herein, Lessee does hereby accept the premises in the condition they may be in at the commencement of the lease. Subject to all defects therein, whether concealed or otherwise, except hidden defects known to Lessor and unknown to Lessee which would not be discoverable through a reasonable inspection by Lessee and to release and forever discharge Lessor from and all damages of every kind and nature arising hereunder. Lessee shall further indemnify and hold lessor from any and all damages of every kind and nature arising hereunder. Lessee shall further indemnify and hold Lessor and the premises (and improvements thereon) harmless from all liens and all liabilities in any way arising out of the use or condition of the premises and the improvements thereon by the Lessee. Notwithstanding the foregoing, Lessor agrees to complete all modifications and improvements to premises previously agreed to between the parties. Once the modifications and improvements are complete, if Lessee desires to make any additional changes or changes to the improvements and modifications as agreed upon, those costs will be Lessee's sole responsibility and she shall hold Lessor harmless thereon.

6. USE OF PREMISES: The leased premises are to be used as commercial business office space and related purposes, and for no other purpose. Lessor specifically agrees and/or any other lawful purpose consistent therewith.

7. RESPONSIBILITIES OF LESSOR:

a) Maintain and keep in proper repair any common areas not exclusively under the control of Lessee.

8. RESPONSIBILITIES OF THE LESSEE:

a) Not attach, paint or inscribe any signs or structures on the roof or exterior walls of the building without written consent of Lessor which consent shall not be unreasonably withheld. Exterior sign must be approved in advance.

b) Permit Lessor or agents of Lessor at reasonable times to enter the premises to examine the condition thereof and make such repairs or improvements necessary for the safety and preservation of the premises, or to exhibit the premises to prospective purchasers or tenants.

c) Hold Lessor harmless from any and all claims and demands by any person arising from the failure of Lessee to perform any obligation hereof.

d) Not assign or transfer this lease or sublet the premises without the written consent of Lessor, which consent shall not be unreasonably withheld.

e) Repair all damage caused by the negligence of Lessee, its invitees or employees to the leased premises.

f) Lessee shall be responsible for making any repairs to the interior of the leased premises and will save less or harmless from any and all liens, claims and damages by reason of any repairs or improvements which may be made by Lessee.

g) Surrender the premises at the end of the lease term in as good condition as the premises are, reasonable wear and tear, and unavoidable casualty excepted.

9. FIXTURES AND INTERIOR ALTERATIONS: Lessee shall make no changes in the construction of the building or any substantial alteration to the building interior without the written consent of the Lessor. All improvements installed by Lessee, except for portable partitions and trade fixtures shall be deemed permanent fixtures and the property of Lessor, unless otherwise agreed in writing by the parties.

10. UTILITY AND OTHER OPERATING EXPENSES: The party set forth below shall be responsible for the charges set forth, until Lessee shall surrender possession of the premises:

Lessor shall pay electrical charges.

Lessor shall pay heat charges.

Lessor shall pay real estate taxes and assessments.

Lessor shall pay outside building liability insurance.

Lessee shall pay building contents insurance coverage and carry and pay for public liability inside premises insurance on which lessor shall be named as additional insured.

II. DAMAGE TO PREMISES DURING LEASE TERM: In case the premises hereby leased shall be partially damaged by fire, but not rendered untenable, the same shall be repaired with all proper speed at the expense of the Lessor. If the damage shall be so extensive that said premises are rendered unfit for occupancy by Lessee and if said damage can be repaired within a period of 60 days from the occurrence of said damage, then this lease shall continue in force, and it is expressly agreed between Lessor and Lessee if Lessor shall elect to repair the premises then the rent shall cease from the time of the occurrence and shall be again payable from the date when such repairs are completed. If the damage cannot be repaired within 60 days, then this lease may be canceled by either party.

12. HOLDOVER TENANCY: Should Lessee, with the express or implied consent of

Lessor, continue to hold and occupy the premises after the expiration of the term of this lease such holding over beyond the term and the acceptance of rent by Lessor, shall operate and be construed as creating a tenancy from month to month, and not for any other term whatsoever. If the Lessor has a reasonable belief that Lessee has abandoned the premises, then the landlord may re-enter and take possession of the premises and utilize such remedies to which he is entitled in law or equity.

13. INSURANCE: Lessee shall maintain liability insurance in the minimum amount of \$ 1,000,000 per person and \$ 1,000,000 per accident. Lessor shall maintain fire and building insurance in the minimum amount of \$ 1,000,000. Said coverage shall be reviewed annually and if increased coverage is required Lessee, shall be responsible for payment of any increase in the cost thereof. Lessee shall not do or permit anything to be done in said premises, or bring or keep anything therein which will in any way increase the rate of fire insurance on said building; or obstruct or interfere with the rights of other tenants, or which conflict with the laws relating to fires, or with the regulations of the Fire Department or with any insurance policy upon said building or any part thereof, or conflict with any of the rules and ordinances of the Board of Health or Building Inspection Department or which would in any other way be considered illegal. In the event that any use by Lessee conflicts with any insurance policy upon the building or in any part thereof, or increases the rate of fire insurance. Lessee shall pay to Lessor the amount of any increased insurance premiums, if Lessor is responsible for payment of said premiums.

14. WAIVER OF SUBROGATION: Lessor agrees to cause each insurance policy carried by Lessor insuring the demised premises against loss by fire or other causes covered by the standard extended coverage endorsement, to be written in a manner so as to provide that the insurance company waives all right of recovery by way of subrogation against Lessee for any loss or damage caused by fire or any of the risks enumerated in the standard extended covered by any such policy. Lessee shall not be liable to the Lessor or any other party for any loss or damage caused by fire or any of the risks enumerated in the standard extended coverage endorsement. Lessee agrees to cause each insurance policy carried by Lessee insuring Lessee's property against loss by fire or causes covered by the standard extended coverage endorsement, to be written in a manner so as to provide that the insurance company waives all right of recovery by way of subrogation against Lessor for any loss or damage covered by such policy. Lessor shall not be liable to the Lessee or any other party for any loss or damage caused by fire or any of the risks enumerated in the standard extended coverage endorsement.

15. SUBORDINATION: Lessor shall have the right at any time, and from time to time, to place upon the building and/or land on which the premises are a part, or upon any underlying leasehold estate, a mortgage or mortgages which shall be wholly prior to the right of Lessee under this lease, and Lessee will, upon demand, execute any and all instruments deemed necessary by Lessor to effectuate subordination of this Lease to such mortgage.

16. APPROPRIATION OR CONDEMNATION BY GOVERNMENTAL AUTHORITY: If the premises shall be appropriated or condemned by governmental authorities, each party shall be entitled to seek its respective remedy as provided by law.

17. REMEDIES IN EVENT OF DEFAULT BY LESSEE: If the rent, or any part thereof, shall at any time be in arrears and unpaid with or without demand being made therefor, or if Lessee shall fail to keep and perform and observe any of the conditions of this lease, or if Lessee shall be adjudicated a Bankrupt or shall make an assignment for creditors, or if the interest of the Lessee herein shall be sold under execution or other legal process, it shall be lawful for Lessor to enter into the premises the same as if this lease had not been made and thereupon this lease, and everything herein contained on the part of said Lessor to be performed,

shall cease and be void without prejudice, however, to the right of the Lessor to recover from Lessee all rent due up to the time of such entry. Additionally, in the event of default by Lessee, the unpaid balance on the improvements and modifications to the space as provided for in Item 7(b) shall immediately become due and owing. In case of such default and entry by Lessor, Lessor may re-let the premises for the remainder of the term for the highest rent obtainable and may recover from Lessee any deficiency between the amount obtained and the amount owed by the Lessee.

No waiver by Lessor of any default or breach by Lessee of any obligation shall be construed to be a waiver of the rights of Lessor to any remedy resulting from a future default or breach by Lessee of any of Lessee's obligations.

18. THIS LEASE IS EXPRESSLY CONTINGENT UPON FORMAL APPROVAL BY SYLVANIA CITY COUNCIL ON OR BEFORE MARCH 17, 2014. FAILURE TO OBTAIN SAID APPROVAL BY MARCH 17, 2014 RENDERS THIS AGREEMENT VOID.

All notices and payments shall be made to Lessor at the following address:

Toby Schroyer, Director of Finance
City of Sylvania
6730 Monroe Street
Sylvania, Ohio 43560

and with a copy to:

Leslie B. Brinning, Director of Law
City of Sylvania
6730 Monroe Street
Sylvania, Ohio 43560

All notices to Lessee shall be addressed as follows:

Laura Jakes
LJ Creates
5703 N. Main St., Ste. B
Sylvania, OH 43560

Witness as to City:

CITY OF SYLVANIA (Lessor)

By: _____
Craig A. Stough, Mayor

By: _____
Toby Schroyer, Director of Finance

STATE OF OHIO)
) ss:

COUNTY OF LUCAS)

Before me appeared Craig A. Stough, Mayor and Toby Schroyer, Director of Finance on behalf of the City of Sylvania, a Municipal Corporation, Lessor, who acknowledged that the execution of this lease was their free act and deed, and the free act and deed of said Municipal Corporation this day of , 2015.

Notary Public

Witnesses as to Lessee:

Melan M. Forcht
Mel Eichholtz

LJ CREATES (Lessee)
By: Laura Jakes
Laura Jakes
Laura Jakes, Individually

STATE OF OHIO)
)
COUNTY OF LUCAS) ss:

Before me appeared Laura Jakes, individually and on behalf of LJ Creates, lessee in the above lease who acknowledged that the execution of this lease was her free act and deed this 21st day of January, 2015.

Melan M. Forcht
Notary Public



MELAN M. FORCHT
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 O.R.C.

THIS LEASE IS THE ENTIRE AGREEMENT BETWEEN THE PARTIES.

This instrument was prepared by:
Leslie B. Brinning, Director of Law
City of Sylvania
4930 Holland-Sylvania Road
Sylvania, Ohio 43560

8a



City Of Sylvania

DEPARTMENT OF PUBLIC SERVICE

KEVIN G. ALLER, PE DIRECTOR

February 2, 2015

To: The Mayor and Members of Sylvania City Council

Re: **HARROUN COMMUNITY PARK STORM WATER DEMONSTRATION PROJECT**

Dear Mr. Mayor and Council Members:

We received bids on January 28, 2015 for the above referenced project. There were a total of seven (7) bids received.

The lowest bid was submitted by Geddis Paving & Excavating, Inc. Their bid of \$74,960 was approximately 18.6% under the Engineer's Estimate of \$92,102.

Therefore, it is our recommendation that the contract be awarded to Geddis Paving & Excavating, Inc., 1019 Wamba Avenue, Toledo, Ohio 43607 in the amount of \$74,960.

Please call if you have any questions.

Sincerely,

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

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

8b

ORDINANCE NO. 6 -2015

ACCEPTING THE BID OF GEDDIS PAVING & EXCAVATING AND AWARDING THE CONTRACT FOR THE HARROUN COMMUNITY PARK STORM WATER DEMONSTRATION PROJECT TO SAME; AUTHORIZING THE EXPENDITURE FOR THE IMPROVEMENTS IN THE AMOUNT OF \$74,960; APPROPRIATING FUNDS THEREFORE; AND DECLARING AN EMERGENCY.

WHEREAS, plans for the Harroun Community Park Storm Water Demonstration Project have been completed and are now on file with the Clerk of this Council; and,

WHEREAS, the Clerk of Council was authorized to advertise for bids at the August 18, 2014 Council meeting and thereafter the Clerk advertised for bids, however, no bids were received; and,

WHEREAS, at the September 15, 2014 meeting of Sylvania City Council, the Director of Public Service reported that no bids were received so the project will be re-bid in January, 2015; and,

WHEREAS, the bids were opened on January 28, 2015, and thereafter, the Director of Public Service, by report dated February 2, 2015, stated that the total estimate for the Harroun Community Park Storm Water Demonstration Project was \$92,102 and the following bids were received:

<u>BIDDERS</u>	<u>BID PRICE</u>
Geddis Paving & Excavating, Inc.	\$ 74,960.00
Schoen, Inc.	84,789.50
PHC, Inc.	86,230.00
Edward Kelly & Sons, Inc.	86,238.00
Hank's Plumbing	89,540.50
Gradel, LLC	90,106.00
Crestline Paving	94,788.90

WHEREAS, the Director of Public Service, by report dated February 2, 2015, has recommended acceptance of the lowest and best bid of Geddis Paving & Excavating and that the contract for the Harroun Community Park Storm Water Demonstration Project be awarded to same; and,

WHEREAS, the project received funding from an Ohio EPA Great Lakes Program grant as well as St. Joseph Church resulting in an estimated City contribution of \$11,800.

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

SECTION 1. That the bid of Geddis Paving & Excavating, Inc., 1019 Wamba Ave., Toledo, Ohio 43607, for said Harroun Community Park Storm Water Demonstration Project, in the amount of Seventy-Four Thousand Nine Hundred Sixty Dollars (\$74,960.00), is hereby determined to be the lowest and best bid received and the same is hereby accepted.

SECTION 2. That the Mayor and Director of Finance be, and hereby are, authorized and directed to execute a contract with the bidder named in Section 1 above for the furnishing of such labor and materials in accordance with said bid.

SECTION 3. That to provide funds for said improvement project hereby authorized, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore appropriated to **Account No. 401-7310-53575 – Harroun Park Improvements**, the total sum of Seventy-Four Thousand Nine Hundred Sixty Dollars (\$74,960.00).

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

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

SECTION 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the bid of Geddis Paving & Excavating, Inc. should be accepted immediately so as to provide for the commencement of the Harroun Community Park Storm Water Demonstration Project at the earliest possible time. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote dispensing with the second and third readings: Yeas _____ Nays _____

Passed, _____, 2015, as an emergency measure.

ATTEST:

President of Council
APPROVED AS TO FORM:

Clerk of Council
APPROVED:

Director of Law

Mayor

Date

9

NOTICE TO LEGISLATIVE AUTHORITY

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

TO

0594025		TRFO		BELLYWORTHY LLC DBA 5TH STREET PUB 5577 MONROE ST SUITE D SYLVANIA OHIO 43560
PERMIT NUMBER TYPE				
06	01	2014		
ISSUE DATE				
01	22	2015		
FILING DATE				
D5 D6				
PERMIT CLASSES				
48	077	A	F13470	
TAX DISTRICT			RECEIPT NO.	

FROM 01/26/2015

4724905				KMT VENTURES LLC DBA HAMWAYS TAVERN ON THE MAIN 5577 MONROE ST SUITE D SYLVANIA OHIO 43560
PERMIT NUMBER TYPE				
06	01	2014		
ISSUE DATE				
01	22	2015		
FILING DATE				
D5 D6				
PERMIT CLASSES				
48	077			
TAX DISTRICT			RECEIPT NO.	



MAILED 01/26/2015

RESPONSES MUST BE POSTMARKED NO LATER THAN. 02/26/2015

IMPORTANT NOTICE

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

REFER TO THIS NUMBER IN ALL INQUIRIES

A TRFO 0594025

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING.

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

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

(Signature)

(Title)- Clerk of County Commissioner

(Date)

Clerk of City Council

Township Fiscal Officer

CLERK OF SYLVANIA CITY COUNCIL
6730 MONROE ST
SYLVANIA OHIO 43560

0594025 PERMIT NBR
BELLYWORTHY LLC
DBA 5TH STREET PUB
5577 MONROE ST SUITE D
SYLVANIA OHIO 43560

MELISSA M KIES	01/22/2015 ACTIVE	CEO	MAN-MBR5%M
GEOFFREY R KIES	01/22/2015 ACTIVE	PRESIDENT	MAN-MBR5%M

PA2-KEY = END SESSION, CLEAR-KEY = END OPTION, ENTER-KEY = TO CONTINUE