

Sylvania City Council

July 15, 2024

7:30 p.m. Council Meeting

Agenda

1. Roll call: Mr. Frye, Mr. Hansen, Mr. Haynam, Mr. McCann, Mr. Richardson, Ms. Stough, Mrs. Westphal.
2. Pledge of Allegiance to the United States of America led by Ms. Stough.
3. Additions to the agenda.
4. Approval of the Council meeting minutes from June 17, 2024.
5. Sylvania Area Joint Recreation District levy endorsement request presentation.
6. Metroparks update by Chief Outreach Officer, Matt Killam.
7. Sylvania Municipal Court Judge Bonfiglio's request for salary increase for the Magistrate/Court Administrator. (Council referral to Committee).
8. US 23/Monroe Street Interchange Project Agreement.
 - a. Service Director's letter on agreement approval.
 - b. Proposed Ordinance No. 84-2024, Authorizing the Mayor and Director of Finance to enter into an agreement with the State of Ohio, Department of Transportation on behalf of the City of Sylvania for this project.
9. Bentbrook/Burgess/Lynnhaven Resurfacing Project Change Order No. 1 (Final).
 - a. Service Director's letter on change order.
 - b. Proposed Ordinance No. 85-2024, Authorizing the Mayor and Director of Finance to approve Change Order No. 1 (Final) to this City's agreement with Bowers Asphalt & Paving Inc. for this project.
10. Aurora Place PD Easement Agreement Request (Mercurio Developers, Inc.).
 - a. Service Director's letter on easement agreement approval.
 - b. Proposed Ordinance No. 86-2024, Accepting an easement from Mercurio Developers, Inc. for utility purposes; dedicating the easement for public purposes.
 - c. Petition for Zoning Ordinance Amendment from Mercurio Developers Inc. for zoning change to convert to condominium development at 5142 W. Alexis Road, Sylvania, Ohio 43560 (Parcel #82-05182). (Council referral to the Planning Commission).
11. Burnham Park Elevated Tank – T-Mobile Lease Agreement 3rd Amendment.
 - a. Service Director's letter on agreement approval.
 - b. Proposed Ordinance No. 87-2024, Authorizing a Third Amendment to Water Tower Attachment Lease Agreement between the City of Sylvania, as lessor, and T-Mobile Central, LLC, as lessee, for a portion of the water tower within Burnham Park.

12. Sylvania Ave. Pumping Station Replacement – Joint Cooperation Agreement (TWP).
 - a. Service Director’s letter on agreement approval.
 - b. Proposed Ordinance No. 88-2024, Authorizing the Mayor and Director of Finance to enter into a Joint Cooperation Agreement on behalf of this City of Sylvania with the Sylvania Township Board of Trustees relative to this project.
13. Elden Ditch Watershed Improvements (Phase 1) Change Order No. 2 (Final).
 - a. Service Director’s letter on change order.
 - b. Proposed Ordinance No. 89-2024, Authorizing the Mayor and Director of Finance to approve Change Order No. 2 (Final) to this City’s Agreement with Jim Palmer Excavating, Inc. for this project.
14. Proposed Ordinance No. 90-2024, Approving the Banner Application of Lourdes University.
15. 2024 Surface Transportation Block Grant (STBG) Application.
 - a. Service Director’s letter recommending granting application request.
 - b. Proposed Resolution No. 8-2024, Authorizing the Mayor and Director of Finance to prepare and submit an application to participate in this grant.
16. Petition for Zoning Ordinance Amendment from Brian McNulty/ProMedica for an addition to the Central Utility Plant on the Flower Hospital Campus (no zoning change), 5200 Harroun Road, Sylvania, Ohio 43560. (Council referral to Planning Commission).
17. Notice from the Ohio Division of Liquor Control of a D5, “Spiritous liquor for on premises consumption only, beer, wine and mixed beverages for on premises, or off premises in original sealed containers, until 2:30am” permit from Sylvania Tamoshanter Sports Inc. to Geos Tamoshanter LLC, dba Geos Pizza & Loft, 7060 Sylvania Avenue, Sylvania, Ohio 43560.
18. Notice from the Ohio Division of Liquor Control of a D1/D2, “Beer only for on premises consumption or in original sealed containers for carryout only until 1:00am/Wine and mixed beverages for on premises consumption or in original sealed containers for carryout only until 1:00am” permit from Charlies Homemade Pizza to Marcells Restaurant, 6600 Sylvania Avenue Unit 3C, Sylvania, Ohio 43560.
19. Approval of 3 City Parks items to be offered for auction on GovDeals.com.
20. Confirmation of the Mayor’s appointment of new Deputy Service Director, Eric Barnes.
21. Confirmation of the Mayor’s appointment of Richard Lawrence Munk, M.D. to the Toledo Lucas County Board of Health.
22. Committee reports.
23. Committee referrals.

INFORMATION

- A. Board of Architectural Review meeting minutes from July 10, 2024
- B. Municipal Planning Commission meeting minutes from July 10, 2024.

Minutes of the Meeting of Council
June 17, 2024

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The Council of the City of Sylvania, Ohio met in regular session on June 17, 2024 at 7:30 p.m. with Mayor Stough in the chair. Roll was called with the following members present: Mark Frye, Marcus Hansen, Doug Haynam, Brian McCann, Patrick Richardson, Mary Westphal(excused), Lyndsey Stough; (6) present; (1) absent.

Roll call:
6 present,
1 absent.

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

Pledge of
Allegiance.

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

Additions to the agenda:

Item #15 – SAJRD presentation request.

Item #16 – Proclamation presentation to John Crandall.

Item #17 – Ohio Magazine (Bill Sanford).

Item #18 – Pole Sign Program update by Doug Haynam.

Item #19 – Inclusive Playground update by Marcus Hansen.

Mr. Frye moved, Mr. Haynam seconded to approve the amended agenda; roll call vote being: Hansen, Frye, McCann, Stough, Haynam, Richardson; (6) yeas; (0) nays. The motion carried.

Agenda approval.

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

Mr. Frye presented the June 3, 2024 regular meeting minutes. Mr. Frye moved, Ms. Stough seconded, that since the Mayor, members of Council, and others had been furnished copies of these minutes prior to this meeting, Council dispense with the reading of these minutes at this time, and the journal of the minutes of the regular meeting of June 3, 2024 be approved; roll call vote being: Hansen, Frye, Haynam, McCann, Richardson, Stough; (6) yeas; (0) nays. The motion carried.

Approval of the
June 3, 2024
Meeting minutes.

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

Mayor Stough presented a proclamation to retiring Parks & Forestry Superintendent, Pat O'Brien for his many years of dedicated service to the City of Sylvania.

Proclamation to
Pat O'Brien.

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

Police Chief Miller and Officer Lindsey Russell gave a brief presentation on a new K-12 School program, Law Enforcement Against Drugs & Violence (L.E.A.D.), that will be introduced this coming school year in the fall replacing the D.A.R.E. program.

L.E.A.D.
Presentation.

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

Service Director's letter on recommending proposal approval was placed on file. Mr. McCann presented and read aloud by title only, proposed Ordinance No. 80-2024, a written copy of same having been previously furnished to each member of Council "Accepting the proposal of DGL Consulting Engineers to provide professional engineering services for Overhead Utility Relocation Engineering for the Downtown

Ordinance No.
80-2204, "...
DGL...DT Trans
Imp Project..."

Minutes of the Meeting of Council
June 17, 2024

Transportation Improvements (Phase 2) Project; appropriating funds therefore in an amount not to exceed \$73,534; and declaring an emergency.”; Mr. McCann moved, Mr. Haynam seconded for passage of Ordinance No. 80-2024 as an emergency measure; roll call vote being: Hansen, Frye, Haynam, Stough, McCann, Richardson; (6) yeas; (0) nays. The motion carried.

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

Mr. Richardson presented and read aloud by title only, proposed Ordinance No. 81-2024, a written copy of same having been previously furnished to each member of Council “Ordinance approving the assessments heretofore authorized by Resolution No. 6-2024 for Street Lighting; levying said assessments; and declaring an emergency.”; Mr. Richardson moved, Mr. McCann seconded for passage of Ordinance No. 81-2024 as an emergency measure; roll call vote being: Hansen, Frye, Haynam, Stough, McCann, Richardson; (6) yeas; (0) nays. The motion carried.

Ordinance No.
81-2024, “...
Street Lighting
Assessments...”

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

Mr. Hansen presented and read aloud by title only, proposed Ordinance No. 82-2024, a written copy of same having been previously furnished to each member of Council “To assess a special tax upon the lots and lands described in the schedule referred to herein to pay a part of the cost and expense of providing for the removal and special treatment of shade trees for the purpose of controlling blight and disease of same; and for planting, maintaining, trimming and removing shade trees in and along the streets and within public right-of-way of the City for the year ending December 31, 2024; and declaring an emergency.”; Mr. Hansen moved, Ms. Stough seconded for passage of Ordinance No. 82-2024 as an emergency measure; roll call vote being: Haynam, Stough, McCann, Frye, Richardson, Hansen; (6) yeas; (0) nays. The motion carried.

Ordinance No.
82-2024, “...
Shade Tree
Assessments...”

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

Mr. McCann presented and read aloud by title only, proposed Ordinance No. 83-2024, a written copy of same having been previously furnished to each member of Council “To assess a special tax upon the lots and lands described in the schedule referred to herein to pay a part of the cost and expense of providing for the construction, maintenance, repair, cleaning and enclosing open drainage ditches within the corporate limits of the City of Sylvania for the year ending December 31, 2024; and declaring an emergency.”; Mr. McCann moved, Mr. Haynam seconded for passage of Ordinance No. 83-2024 as an emergency measure; roll call vote being: Stough, Haynam, McCann, Frye, Richardson, Hansen; (6) yeas; (0) nays. The motion carried.

Ordinance No.
83-2024, “...
Ditch
Assessments...”

Minutes of the Meeting of Council
June 17, 2024

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

Mr. Frye presented and read aloud by title only, proposed Resolution No. 7-2024, a written copy of same having been previously furnished to each member of Council “Adopting a statement, pursuant to Revised Code of Ohio 709.03(D), indicating what services will be provided to the area proposed to be annexed to the City of Sylvania by petition for annexation filed with the Board of Lucas County Commissioners; and declaring an emergency.”; Mr. Frye moved, Mr. Haynam seconded for passage of Resolution No. 7-2024 as an emergency measure; roll call vote being: Frye, Haynam, McCann, Stough, Richardson, Hansen; (6) yeas; (0) nays. The motion carried.

Resolution No.
7-2024,
“...Services...
Annexation...”

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

Mr. McCann moved, Mr. Hansen seconded to approve authorization to advertise for bids on the Harroun Road/Flower Hospital/Ravine Drive Improvement Project; roll call vote being: Frye, Haynam, McCann, Richardson, Hansen, Stough; (6) yeas; (0) nays. The motion carried.

Authorization to
advertise for bids
on Harroun/
Flower Hospital/
Ravine...”

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

Mayor Stough let Council know that SAJRD has requested to be placed on the July 15, 2024 Council agenda to ask for a levy endorsement.

SAJRD Levy
Endorsement.

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

Mayor Stough invited City Council to the Sylvania Township Trustees meeting on Tuesday, June 18, 2024 at 5:00 p.m. for a proclamation presentation to retiring Township Trustee, John Crandall.

Proclamation for
John Crandall.

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

Bill Sanford distributed the Ohio Magazine to all of City Council letting them know that a Site Selection Ad for the City and Township was placed in the magazine by the Sylvania Area Community Improvement Corporation.

Ohio Magazine.

Minutes of the Meeting of Council
June 17, 2024

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

Pole Sign
Program.

Doug Haynam briefly discussed the Pole Sign Program noting that it expires January 1, 2026. Bill Sanford said there have been several businesses that have taken advantage of the program that allows up to a \$5,000 reimbursement for any new monument sign replacing a pole sign.

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

Inclusive
Playground
Update.

Marcus Hansen gave a brief update on the Stranahan Inclusive Playground Project. He spoke with Tara Haye on the recent fundraising efforts and was told they have raised \$250,000 so far and plan to have a fundraising dinner soon.

Mayor Stough stated all agenda items have been addressed.

Adjournment.

Mr. Frye moved, Mr. McCann seconded to adjourn at 8:16 p.m. Roll call vote being: Frye, Richardson, Hansen, Stough, Haynam, McCann; (6) yeas; (0) nays.

Clerk of Council

Mayor



June 24, 2024

Sylvania City Council
6730 Monroe St.
Sylvania, OH. 43560

Dear Members of City Council,

The Sylvania Area Joint Recreation District (SAJRD) Board of Trustees has unanimously approved all necessary legislation to be placed on the November 2024 Ballot. We are asking the community to consider the replacement of two taxes (1.25 mills) for the benefit of Sylvania Area Joint Recreation District for the purpose of acquiring, equipping, developing, operating and maintaining recreational facilities for parks and recreational purposes. This not a new tax.

When approved, the additional funds will be used to expand and improve on the long standing recreation services and facilities that have been a major contributor to the quality of life that Sylvania residents have come to expect by SAJRD since 1988.

As one of the original legislative authorities that assisted in the creation of SAJRD more than 35 years ago, we are asking the Sylvania City Council for support by formally endorsing this levy. We appreciate your consideration and look forward to providing additional details at the July 15th City Council Meeting.

Sincerely,

Brian Kezur
SAJRD Board President

EXHIBIT A
Sylvania Area Joint Recreation District
Fiscal Year 2023 Amended Appropriations Budget

Estimated Revenues:

General Fund

Real Estate Taxes	1,525,000	
Rollback/ Homestead	180,000	
Mobile Home Taxes	200	
Investment Earnings	15,000	
Miscellaneous	40,000	
Intergovernmental Rev.	196,600	
Prior Year C/O Balance	<u>177,738</u>	
Total General Fund		2,134,538

Debt Service Fund

Real Estate Taxes	643,000	
Rollback/Homestead	80,000	
Mobile Home Taxes	100	
Prior Year C/O Balance	<u>353,757</u>	
Total Debt Service Fund		1,076,857

Capital Improvement Fund

Prior Year C/O Balance		0
Total Capital Improvement Fund		<u>0</u>

Grand Total Revenues **3,211,395**

Estimated Disbursements:

General Fund

General & Administrative	406,700	
Facilities & Maintenance	1,021,000	
Programs	75,000	
Projects	612,338	
Leases	<u>19,500</u>	
Total General Fund		2,134,538

Debt Service Fund **1,076,857**

Capital Improvement Fund **0**

Grand Total Disbursements **3,211,395**

EXHIBIT A
Sylvania Area Joint Recreation District
Fiscal Year 2024 Appropriations Budget

Estimated Revenues:

General Fund

Real Estate Taxes	1,525,000	
Rollback/ Homestead	180,000	
Mobile Home Taxes	200	
Investment Earnings	17,000	
Miscellaneous	40,000	
Prior Year C/O Balance	<u>380,000</u>	
Total General Fund		2,142,200

Debt Service Fund

Real Estate Taxes	644,000	
Rollback/Homestead	76,000	
Mobile Home Taxes	100	
Prior Year C/O Balance	<u>339,000</u>	
Total Debt Service Fund		1,059,100

Capital Improvement Fund

Prior Year C/O Balance	0
Total Capital Improvement Fund	<u>0</u>

Grand Total Revenues **3,201,300**

Estimated Disbursements:

General Fund

General & Administrative	390,700	
Facilities & Maintenance	1,094,000	
Programs, Concessions, etc.	85,000	
Projects	553,000	
Leases	<u>19,500</u>	
Total General Fund		2,142,200

Debt Service Fund **1,059,100**

Capital Improvement Fund **0**

Grand Total Disbursements **3,201,300**

**SYLVANIA AREA JOINT RECREATION DISTRICT
FOR THE MONTH ENDING MAY 31, 2024
STATEMENT OF CASH POSITION**

<u>FUND</u>	<u>BEGINNING BALANCE</u>	<u>M-T-D REVENUES</u>	<u>Y-T-D REVENUES</u>	<u>M-T-D EXPENSES</u>	<u>Y-T-D EXPENSES</u>	<u>ENDING BALANCE</u>	<u>O/S ENCUMB.</u>	<u>UNENCUMB. BALANCE</u>
GENERAL	594,461.08	2,877.73	873,662.13	139,040.80	758,671.00	458,298.01	919,680.86	-461,382.85
DEBT SERVICE	663,526.28	0.00	365,491.86	0.00	41,133.70	663,526.28	684,262.67	-20,736.39
CAPITAL IMPR.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL	1,257,987.36	2,877.73	1,239,153.99	139,040.80	799,804.70	1,121,824.29	1,603,943.53	-482,119.24

CASH BALANCES

<i>Waterford Checking</i>	<u>1,121,824.29</u>
TOTAL	<u>1,121,824.29</u>

**SYLVANIA AREA JOINT RECREATION DISTRICT
FOR THE MONTH ENDING MAY 31, 2024
MONTHLY REVENUE REPORT**

<u>REVENUES</u>	<u>BUDGET AMOUNT</u>	<u>M-T-D AMOUNT</u>	<u>Y-T-D AMOUNT</u>
<u>GENERAL FUND:</u>			
REAL ESTATE PROPERTY TAX	1,525,000.00		771,595.92
ROLLBACK & HOMESTEAD	180,000.00		92,381.19
MFG. HOME TAX	200.00		158.33
INVESTMENT EARNINGS	17,000.00	2,877.73	9,046.69
MISCELLANEOUS	40,000.00		0.00
INTERGOVERNMENT REVENUES	0.00		480.00
PRIOR YEAR C/O BALANCE	343,307.00		
TOTAL GENERAL FUND	2,105,507.00	2,877.73	873,662.13
<u>DEBT SERVICE FUND:</u>			
REAL ESTATE PROPERTY TAX	644,000.00		324,881.33
ROLLBACK & HOMESTEAD	76,000.00		40,541.38
MFG. HOME TAX	100.00		69.15
BOND PROCEEDS	0.00		
BOND PREMIUM	0.00		
PRIOR YEAR C/O BALANCE	339,168.00		
TOTAL DEBT SERVICE FUND	1,059,268.00	0.00	365,491.86
<u>CAPITAL IMPR. FUND:</u>			
PRIOR YEAR C/O	0.00		
TOTAL CAPITAL IMPR. FUND	0.00	0.00	0.00
GRAND TOTAL	3,164,775.00	2,877.73	1,239,153.99

**SYLVANIA AREA JOINT RECREATION DISTRICT
FOR THE MONTH ENDING MAY 31, 2024
MONTHLY DISBURSEMENT REPORT**

<u>CATEGORY</u>	<u>BUDGET</u>	<u>M-T-D AMOUNT</u>	<u>Y-T-D AMOUNT</u>	<u>O/S ENCUMBRANCE</u>	<u>UNENCUMBERED BALANCE</u>
<u>GENERAL FUND:</u>					
GENERAL & ADMINISTRATION	390,700.00	103,844.80	258,825.00	113,680.86	18,194.14
FACILITIES	1,094,000.00	30,000.00	420,000.00	674,000.00	0.00
PROJECTS	516,307.00	4,196.00	67,346.00	40,000.00	408,961.00
PROGRAMS	85,000.00	0.00	0.00	85,000.00	0.00
LEASES	19,500.00	1,000.00	12,500.00	7,000.00	0.00
TOTAL GENERAL FUND	2,105,507.00	139,040.80	758,671.00	919,680.86	427,155.14
<u>DEBT SERVICE FUND:</u>					
	1,059,268.00	0.00	41,133.70	684,262.67	333,871.63
<u>CAPITAL IMPROVEMENT FUND:</u>					
	0.00	0.00	0.00	0.00	0.00
GRAND TOTAL	3,164,775.00	139,040.80	799,804.70	1,603,943.53	761,026.77

**SYLVANIA AREA JOINT RECREATION DISTRICT
FOR THE MONTH ENDING MAY 31, 2024
BUDGET TO ACTUAL EXPENDITURE REPORT**

<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>BUDGET</u>	<u>M-T-D EXP.</u>	<u>Y-T-D EXP.</u>	<u>O/S ENCUMB.</u>	<u>UNENCUMB. BALANCE</u>
<u>GENERAL FUND</u>						
<u>GENERAL & ADMIN.</u>						
0020-100-2130	DUES & SUBSCRIPTIONS	4,750.00	0.00	4,750.00	0.00	0.00
0020-100-2140	POSTAGE	0.00	0.00	0.00	0.00	0.00
0020-100-2150	PRINTING & ADVERTISING	0.00	0.00	0.00	0.00	0.00
0020-100-2300	SUPPLIES	460.00	344.80	451.30	0.00	8.70
0020-100-3100	TRAVEL & TRANSPORT.	0.00	0.00	0.00	0.00	0.00
0020-100-3300	MISCELLANEOUS	490.00	0.00	465.00	0.00	25.00
0020-100-3700	FISCAL SERVICES	0.00	0.00	0.00	0.00	0.00
0020-100-3710	LEGAL SERVICES	6,000.00	0.00	1,319.14	4,680.86	0.00
0020-100-3720	OTHER PROF. SERVICES	29,000.00	3,500.00	15,846.74	0.00	13,153.26
0020-101-3730	SRC-ADMINISTRATION	327,000.00	100,000.00	230,000.00	97,000.00	0.00
0020-100-3740	INSURANCE	12,500.00	0.00	350.00	12,000.00	150.00
0020-100-3745	PROPERTY TAXES	10,500.00	0.00	5,642.82	0.00	4,857.18
	TOTAL	390,700.00	103,844.80	258,825.00	113,680.86	18,194.14
<u>FACILITIES & MAINT.</u>						
0020-200-2500	MAINT. & REPAIRS	0.00	0.00	0.00	0.00	0.00
0020-200-3400	UTILITIES	0.00	0.00	0.00	0.00	0.00
0020-200-3500	GEN. CONTRACT SVCS.	0.00	0.00	0.00	0.00	0.00
0020-201-3730	SRC-MAINTENANCE	1,094,000.00	30,000.00	420,000.00	674,000.00	0.00
0020-200-3740	INSURANCE	0.00	0.00	0.00	0.00	0.00
0020-200-4100	MACHINERY & EQUIP.	0.00	0.00	0.00	0.00	0.00
	TOTAL	1,094,000.00	30,000.00	420,000.00	674,000.00	0.00

**SYLVANIA AREA JOINT RECREATION DISTRICT
FOR THE MONTH ENDING MAY 31, 2024
BUDGET TO ACTUAL EXPENDITURE REPORT**

<u>ACCOUNT</u> <u>GENERAL FUND</u>	<u>DESCRIPTION</u>	<u>BUDGET</u>	<u>M-T-D EXP.</u>	<u>Y-T-D EXP.</u>	<u>ENCUMB.</u>	<u>UNENCUMB.</u> <u>BALANCE</u>
<i>PROJECTS</i>						
0020-402-4300	FEASIBILITY STUDY	0.00	0.00	0.00	0.00	0.00
0020-403-4300	VMF PARKING AREA	0.00	0.00	0.00	0.00	0.00
0020-404-4300	HUNTINGTON PARK	0.00	0.00	0.00	0.00	0.00
0020-405-4300	SYLVAN SCHOOL	0.00	0.00	0.00	0.00	0.00
0020-406-4300	CENTRAL SCHOOL	0.00	0.00	0.00	0.00	0.00
0020-407-4300	McCORD SCHOOL	0.00	0.00	0.00	0.00	0.00
0020-408-4300	ARBOR HILLS SCHOOL	0.00	0.00	0.00	0.00	0.00
0020-409-4300	HIGHLAND SCHOOL	0.00	0.00	0.00	0.00	0.00
0020-410-4300	HILLVIEW SCHOOL	0.00	0.00	0.00	0.00	0.00
0020-411-4300	MAPLEWOOD SCHOOL	0.00	0.00	0.00	0.00	0.00
0020-412-4300	STRANAHAN SCHOOL	0.00	0.00	0.00	0.00	0.00
0020-413-4300	WHITEFORD SCHOOL	0.00	0.00	0.00	0.00	0.00
0020-414-4300	N'VIEW HIGH SCHOOL	0.00	0.00	0.00	0.00	0.00
0020-415-4300	SOUTHVIEW PARK	0.00	0.00	0.00	0.00	0.00
0020-416-4300	HARROUN PARK	0.00	0.00	0.00	0.00	0.00
0020-417-4300	WALKWAY/BIKEWAY	0.00	0.00	0.00	0.00	0.00
0020-418-4300	S'VIEW HIGH SCHOOL	0.00	0.00	0.00	0.00	0.00
0020-419-4300	LAND & FACILITY ACQ.	0.00	0.00	0.00	0.00	0.00
0020-420-4300	PACESETTER PARK	0.00	0.00	0.00	0.00	0.00
0020-421-4300	BURNHAM PARK	0.00	0.00	0.00	0.00	0.00
0020-422-4300	S&E CTR @ TAM O' SHANTER	0.00	0.00	0.00	0.00	0.00
0020-423-4300	BURGE PARK	0.00	0.00	0.00	0.00	0.00
0020-424-4300	T.O.S. PROPERTIES	50,000.00	0.00	50,000.00	0.00	0.00
0020-426-4300	PLUMMER POOL	50,000.00	4,196.00	4,196.00	0.00	45,804.00
0020-427-4300	CENTENNIAL PROPERTIES	75,000.00	0.00	13,150.00	40,000.00	21,850.00
0020-428-4300	ASPHALT REPLACEMENT	0.00	0.00	0.00	0.00	0.00
0020-429-4300	TIMBERSTONE SCH.	0.00	0.00	0.00	0.00	0.00
0020-430-4300	VMF PICKLE BALL	0.00	0.00	0.00	0.00	0.00
0020-432-4300	VMF DRAINAGE PROJECT	0.00	0.00	0.00	0.00	0.00
0020-499-4300	PROJECT RESERVE	341,307.00	0.00	0.00	0.00	341,307.00
TOTAL		516,307.00	4,196.00	67,346.00	40,000.00	408,961.00

**SYLVANIA AREA JOINT RECREATION DISTRICT
FOR THE MONTH ENDING MAY 31, 2024
BUDGET TO ACTUAL EXPENDITURE REPORT**

<u>ACCOUNT</u> GENERAL FUND	<u>DESCRIPTION</u>	<u>BUDGET</u>	<u>M-T-D EXP.</u>	<u>Y-T-D EXP.</u>	<u>O/S</u> <u>ENCUMB.</u>	<u>UNENCUMB.</u> <u>BALANCE</u>
<u>PROGRAMS</u>						
0020-300-3645	PLUMMER POOL	25,000.00	0.00	0.00	25,000.00	0.00
0020-301-3730	SRC-PROGRAMS	0.00	0.00	0.00	0.00	0.00
0020-302-3620	CONCESSIONS	60,000.00	0.00	0.00	60,000.00	0.00
	TOTAL	85,000.00	0.00	0.00	85,000.00	0.00
<u>LEASES</u>						
0020-500-5620	KING RD. BLDG. LEASE	12,000.00	1,000.00	5,000.00	7,000.00	0.00
0020-500-5621	CENTENNIAL LEASE	7,500.00	0.00	7,500.00	0.00	0.00
	TOTAL	19,500.00	1,000.00	12,500.00	7,000.00	0.00
<u>DEBT SERVICE FUND</u>						
0030-500-3720	OTHER PROF. SERVICES	10,000.00	0.00	5,156.37	0.00	4,843.63
0030-500-5400	BOND PRINCIPAL	645,000.00	0.00	0.00	645,000.00	0.00
0030-500-5500	BOND INTEREST	75,240.00	0.00	35,977.33	39,262.67	0.00
0030-500-5600	DEBT SVC. RESERVE	329,028.00	0.00	0.00	0.00	329,028.00
	TOTAL	1,059,268.00	0.00	41,133.70	684,262.67	333,871.63



8a.

DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE DIRECTOR

July 15, 2024

To: The Mayor and Members of Sylvania City Council

Re: **LUC-23-11.75 (PID 105889)**
ODOT LPA LOCAL LET PROJECT AGREEMENT

Dear Mr. Mayor and Council Members:


The Ohio Department of Transportation (ODOT) is nearing completion of the engineering design phase of the LUC-23-11.75 (PID 105889) project to provide safety and congestion mitigation improvements to the US-23/Monroe Street interchange.

The Stage 3 estimated construction cost of the improvement is \$24.2 million and is scheduled to start construction in 2025 and last for approximately 18 months into 2026.

Any projects that use federal monies within incorporated areas require an Agreement between ODOT and the Local Public Agency (LPA). The Agreement outlines the relationship between ODOT and the LPA during the project and includes guidelines on funding participation, overall project development, environmental commitments, and right-of-way acquisition. ODOT is requesting approval of the enclosed Agreement with the City.

We would request approval of this Agreement. Please call with any questions.

Sincerely,



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

8b.

ORDINANCE NO. 84-2024

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AN AGREEMENT WITH THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION ON BEHALF OF THE CITY OF SYLVANIA FOR THE US23/MONROE STREET INTERCHANGE IMPROVEMENT PROJECT; AND DECLARING AN EMERGENCY.

WHEREAS, Ordinance No. 78-2017, passed November 6, 2017, accepted the proposal of the Mannik & Smith Group to provide engineering services for the US23/Monroe Street Interchange Project and appropriated funds therefore in the amount of \$153,565; and,

WHEREAS, the purpose of the project is to improve traffic operations and enhance safety for both motorized and non-motorized traffic at the US23/Monroe Street Interchange and throughout the Monroe Street Corridor; and,

WHEREAS, the project includes widening and reconstructing Monroe Street between Harroun Road and Acres Road, widening and replacing the deck of the Monroe Street Bridge over US23, realigning the northbound entrance and exit ramps to intersect Monroe Street at Alexis Road and realigning the southbound entrance ramp to improve safety; and,

WHEREAS, the Stage 3 estimated construction cost of the improvement is \$24.2 million, with the City being responsible for approximately \$5.8 million; and,

WHEREAS, the project is scheduled to start in 2025 and last approximately 18 months; and,

WHEREAS, ODOT requires an Agreement between the Local Public Agency for any locally administered projects that receive federal funds; and,

WHEREAS, the Director of Public Service, by report dated July 15, 2024, has recommended approval of the Agreement between the Ohio Department of Transportation and the City of Sylvania, Ohio, a copy of which is attached hereto as "Exhibit A."

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

County, Ohio, _____ members elected thereto concurring:

SECTION 1. That the Mayor and Director of Finance be, and they hereby are, authorized to enter into, on behalf of this City, an Agreement with the Ohio Department of Transportation for the US23/Monroe Street Interchange Improvement Project, a copy of which is attached.

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

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

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the Agreement should be entered into immediately so that the US23/Monroe Street Interchange Improvement Project is not delayed. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2024 as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

CFDA 20.205

LPA FEDERAL ODOT-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, (ODOT), 1980 West Broad Street, Columbus, Ohio 43223 and the CITY OF SYLVANIA; 6730 MONROE ST; SYLVANIA, OH 43560 (LPA).

1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the **Ohio Revised Code (ORC)** provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The Reconstruction and reconfiguration of the SR 51 interchange over US 23 in the City of Sylvania, Lucas County (PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities of ODOT and the LPA for administration of the PROJECT.

2. LEGAL REFERENCES AND COMPLIANCE

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:

A. FEDERAL

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 23 CFR 1.33 – Conflicts of Interest
- 23 CFR Part 172 Procurement, Management and "Administration of Engineering and Design Related Service"
- 23 CFR 630.106 – Authorization to Proceed
- 23 CFR 636.116 – What Organizational Conflict of Interest Requirements Apply to Design-Build Projects?
- 23 CFR Part 645 - Utilities
- 48 CFR Part 31 – Contract Cost Principles and Procedures
- 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises "DBE" in Department of Transportation Financial Assistance Programs
- 23 USC § 112 Letting of Contracts
- 40 USC §§ 1101-1104, – "Selection of Architects and Engineers"
- Federal Funding Accountability and Transparency Act (FFATA)

B. STATE

- ORC 102.03
- ORC 153.65 -153.71
- ORC 5501.03(D)
- ORC 2921.42 and 2921.43
- Ohio Administrative Code 4733-35-05

C. ODOT

- ODOT's Manual for Administration of Contracts for Professional Services
- ODOT's Specifications for Consulting Services – 2016 Edition
- ODOT's Consultant Prequalification Requirements and Procedures
- ODOT's Construction and Material Specifications Manual
- ODOT's Construction Administration Manual of Procedures

2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

3. FUNDING AND PAYMENT

3.1 The total cost for the PROJECT is estimated to be \$33,433,849 as set forth in Attachment 1.

ODOT shall provide to the LPA 100 percent of the eligible costs, up to a maximum of \$9,790,783 in FEDERAL and STATE Safety funds. This includes 100 percent of eligible costs for Preliminary Engineering and Detailed Design for the PROJECT up to \$2,078,583 in FEDERAL Safety funds and 100 percent of eligible cost for actual construction of the PROJECT up to \$7,712,200 using 90% (\$6,940,980) FEDERAL Safety funds and 10% (\$771,220) STATE Safety funds.

Additionally, ODOT shall provide to the LPA 80 percent of the eligible costs, up to a maximum of \$4,931,345 in Federal MPO STBG funds. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with development, actual construction of the transportation project improvements, and construction engineering/inspection activities.

Additionally, ODOT shall provide to the LPA 80 percent of the eligible costs, up to a maximum of \$4,489,244 in Federal MPO CMAQ funds. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with development, actual construction of the transportation project improvements, and construction engineering/inspection activities.

Additionally, ODOT shall provide to the LPA 80 percent of the eligible costs, up to a maximum of \$890,000 in Federal district preservation funds for Urban Paving work on SR-51 within the City of Sylvania. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with actual construction of the transportation project improvements, and construction engineering/inspection activities.

These maximum amounts reflect the funding limits for the PROJECT set by the applicable Program Managers. Total FEDERAL funds attributed to LPA scope is \$19,330,152.

Additionally, ODOT shall fund the scopes to redeck, widen, and raise the SR-51 bridge over US-23 and resurface SR-51 beyond City of Sylvania limits using FEDERAL and STATE District Preservation Funds. The ODOT funds for this scope are not attributable to the LPA. However, the LPA shall be responsible to fund 100% of the cost for aesthetic elements associated with this scope.

3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100 percent Locally funded work, and all cost overruns and contractor claims in excess of the maximum(s) indicated in 3.1 above.

3.3 Payment or reimbursement to the LPA shall be submitted to:

CITY OF SYLVANIA
6730 MONROE ST
SYLVANIA, OH 43560

4. PROJECT DEVELOPMENT

4.1 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.

4.2 Project Development shall follow ODOT's Project Development Process and all ODOT standards for environmental evaluations, design, plan preparation, R/W acquisition, utility relocation and other processes as set out in ODOT's Design Reference Resource Center, available on ODOT's website <https://www.transportation.ohio.gov/working/publications>.

4.3 The LPA shall designate an LPA employee to act as the LPA Project Manager and act as the point of contact for all communications with ODOT.

4.4 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.

4.5 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

5. ENVIRONMENTAL RESPOSIBILITIES

5.1 General Requirements

A. In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement activities, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act (NEPA) and related regulations, including but not limited to the requirements of the National Historic Preservation Act.

B. Whichever party obtains the Project's environmental clearance or permit shall be responsible for assuring compliance with all commitments made as part of such clearance or permit requirements during the construction of the PROJECT.

C. The LPA shall require its consultant to prepare a final environmental document pursuant to the requirements of NEPA.

5.2 Use of ODOT Consultant Agreements

- A. ODOT may provide services through ODOT held consultant agreements at its discretion subject to funding participation by the LPA. Agreements that may be available for use include the following:
 - 1. Value Engineering. If Value Engineering is required, ODOT may elect to use an ODOT held agreement to assist in administering the Value Engineering process. If Value Engineering is required, the LPA shall require its consultants to participate as needed.

6. CONSULTANT SELECTION AND ADMINISTRATION

6.1 General Requirements

- A. The LPA must select a consultant/ consultant team who is prequalified by ODOT for all services to be performed by the consultant(s) and subconsultant(s).
- B. The LPA consultant agreement must incorporate ODOT's "Specifications for Consulting Services – 2016 Edition." as a contract document.
- C. The LPA consultant agreement shall require, as a scope of services clause, that project development follow ODOT's Project Development Process, and that all documents and plans prepared by the consultant must conform to ODOT's current standards, including the electronic deliverable requirements of ODOT's CADD Engineering Standards Manual, and Location and Design Manual Volume 3, Section 1500.
- D. The LPA consultant agreement shall require ongoing consultant involvement during the construction phase of the PROJECT.
- E. The LPA consultant agreement shall require a completion schedule acceptable to ODOT.
- F. The LPA must assist ODOT in rating the consultant's performance through ODOT's Consultant Evaluation System.
- G. The LPA must cooperate with ODOT in directing additional or corrective work, and to recover damages due to errors or omissions.
- H. The LPA consultant agreement shall require its consultant to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT and shall execute the Conflict of Interest Disclosure Form specifying that there is no conflict of interest.
- I. If Federal funds are used to pay the cost of any contract for professional services, the LPA must comply with 23 CFR 172, ORC 153.65 through 153.71 and Sections 6.2 and 15.3 below in the selection of consultants and must administer consultant agreements in accordance with ODOT's Manual for Administration of Contracts for Professional Services. Professional services, as defined in ORC 153.65(C) and 5526.01 include the practice of engineering including inspection of construction, the practice of surveying, the practice of architecture including landscape architecture, the evaluation of environmental impacts, the acquisition of R/W, and administration of construction contract claims.

- 6.2 The LPA shall either designate an LPA employee, who is a registered professional engineer, to act as the Project Design Engineer and serve as the LPA's principal representative for attending to project responsibilities or engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC 153.65

through 153.71. The pre-qualified list is available on the ODOT website at: [Consultant Services | Ohio Department of Transportation](#).

7. R/W/UTILITIES/RAILROAD COORDINATION

- 7.1 All R/W Acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (Uniform Act), any related Federal regulations issued by the FHWA, and any rules, policies and procedures issued by ODOT.
- 7.2 If existing and/or newly acquired R/W is required for this PROJECT, the LPA shall certify that all R/W has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who performs real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any of the respective R/W functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the Appraisal and Appraisal Review functions. Appraisal Review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA.
- 7.3 All Relocation Assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and rules, policies and procedures issued by ODOT. The LPA shall not hire a consultant to perform both the Relocation and Relocation Review functions, nor shall the LPA hire a sub-consultant for Relocation and another sub-consultant for Relocation Review. Relocation Review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.
- 7.4 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and procedures.
- 7.5 The LPA shall provide the ODOT District Office with its LPA Certification of Right of Way Control Letter, certifying that all R/W property rights necessary for the PROJECT are under the LPA's control, that all R/W has been cleared of encroachments, and that utility facilities have been appropriately relocated, or accounted, for so as not to interfere with project construction activities. ODOT shall make use of the LPA's Certification of Right-of-Way Control Letter, as well as evaluate the LPA's and/or consultant's performance of the project real estate activities under Titles II and III of the Uniform Act and, as appropriate, certify compliance to FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.
- 7.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in ODOT's Utilities Manual and 23 CFR Part 645.
- 7.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval. Consistent with Sections 7.1 and 7.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI of the Uniform Act requirements are included in the instrument which transfers the property. Consistent with sections 7.1 and 7.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.

7.8 Unless by prior written agreement, the LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.

7.9 No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.

8. ADVERTISING SALE AND AWARD

8.1 ODOT will prepare the State's estimate and manage the advertising, sale, and award process. The LPA and its consultant shall assist in responding to bidder questions, preparation of any addenda and other coordination as needed. ODOT's Awards Committee shall determine award of the contract.

9. CONSTRUCTION CONTRACT ADMINISTRATION

9.1 ODOT will administer the construction contract in accordance with ODOT's Construction Administration Manual of Procedures. The LPA and its consultants shall respond promptly to requests for information or other construction issues. The LPA shall review and approve all change orders. The LPA and LPA's consultant shall assist in defending ODOT against any contractor claims.

10. CERTIFICATION AND RECAPTURE OF FUNDS

10.1 This Agreement is subject to ODOT's determination that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management (OBM), as required by ORC 126.07. If ODOT determines that insufficient funds have been appropriated for the purpose of this Agreement or if the OBM fails to certify the availability of funds, this Agreement, or any renewal thereof, will terminate on the date funding expires.

10.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, which will be due immediately. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from contractor performance and payment bond(s) and consultant insurance shall be used to offset the Federal dollars reimbursed to FHWA.

11. NONDISCRIMINATION

11.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- 11.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.
- 11.3 The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement and in the fulfillment of DBE-related requirements set forth by ODOT. The LPA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. ODOT's DBE Program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. The fulfillment of DBE-related requirements by the LPA is a legal obligation and failure to do so shall be treated as a violation of this Agreement.

12. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

- 12.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultant(s) and/or contractor(s) performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultant(s) and/or contractor(s) shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices, or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.
- 12.2 The LPA shall not allow its consultant(s) and/or contractor(s) to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant(s) and/or contractor(s) has provided for such use by suitable legal agreement with the owner of such copyright, patent, or similar protection. Consultant(s) and/or contractor(s) making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.
- 12.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

13. TERMINATION, DEFAULT AND BREACH OF CONTRACT

- 13.1 Neglect by or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such neglect or failure is the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not

reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.

- 13.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred and ODOT determines that the default can be remedied, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days from the date of notification to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
- 13.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultant(s) and/or contractor(s). Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.
- 13.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
- 13.5 This Agreement and the obligation of the parties herein may be terminated by either party with thirty (30) days written notice to the other party. Upon receipt of any notice of termination, the LPA shall immediately cease all work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.
- 13.6 In the event of termination by either party for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

14. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

- 14.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director

and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in ORC126.30.

- 14.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees, or agents in the performance of the LPA's obligations made or agreed to herein.
- 14.3 If an LPA pursues legal action against any utility for costs incurred due to delay in removal, relocation or abandonment in place, the LPA is entitled to be reimbursed from any settlement or award all attorney fees and costs incurred while preparing for litigation.

15. NOTICE

- 15.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

If to ODOT:

JOE SHAW, P.E., P.S.	MATT SOMMERFELD, P.E.
CITY OF SYLVANIA	Ohio Department of Transportation
6730 MONROE ST	317 E POE RD
SYLVANIA, OH 43560	BOWLING GREEN, OH 43402

16. GENERAL PROVISIONS

- 16.1 *Financial Reporting and Audit Requirements:* If one or more phases of this Agreement include a sub-award of Federal funds to the LPA, the LPA shall comply with the financial reporting and audit requirements of 2 CFR Part 200. If not, the financial reporting and audit requirements remain with ODOT.

All non-Federal entities, including ODOT's LPA subrecipients, that have aggregate Federal award expenditures from all sources of \$750,000 or more in the non-federal entity's fiscal year must have a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

LPAs that expend Federal and State funds in the Preliminary Engineering and/or R/W phases of the PROJECT must track these payments throughout the life of the PROJECT in order to ensure an accurate Schedule of Expenditures of Federal Award (SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this Agreement as a subaward. *Applicable Federal Funds* include not only those LPA project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the LPA.

The LPA must separately identify each ODOT PID and/or Project and the corresponding expenditures on its SEFA. LPAs are responsible for ensuring funds related to this PROJECT are reported when the activity related to the Federal award occurs.¹ Further, the LPA may make this determination consistent with 2 CFR §200.502 and its established accounting method to determine expenditures including accrual, modified accrual or cash basis.

When project expenditures are not accurately reported on the SEFA, the LPA may be required to make corrections to and republish the SEFA to ensure Federal funds are accurately reported in the

¹ Per 2 CFR §200.502

correct fiscal year. An ODOT request for the restatement of a previously published SEFA will be coordinated with the Ohio Auditor of State.

- 16.2 *Record Retention:* The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three (3) years after FHWA approves the LPA's final Federal voucher for reimbursement of PROJECT expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this Agreement.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

- 16.3 *Ohio Ethics and Conflict of Interest Laws:* LPA agrees they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics and Conflict of Interest law as provided by ORC102.03, 102.04, 2921.42 and 2921.43, and CFR 1.33.
- 16.4 *State Property Drug-Free Workplace Compliance:* In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 16.5 *Trade:* Pursuant to the Federal Export Administration Act and ORC 9.76(B), the LPA and any contractor(s) or sub-contractor(s) shall warrant that they are not boycotting any jurisdiction with whom the United States and the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

The State of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The LPA certifies that it, its contractor(s), subcontractor(s), and any agent of the contractor(s) or its subcontractor(s), acquires any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

- 16.6 *Lobbying:* Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. § 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence Congress to a State legislature on

legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. §1352. Such disclosures are forwarded from tier to tier up to the recipient.

- 16.7 **Debarment:** LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC. 125.25 or 153.02 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.
- 16.8 **Governing Law:** This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement, or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 16.9 **Assignment:** Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 16.10 **Merger and Modification:** This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 16.11 **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 16.12 **Signatures:** Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.
- 16.13 **Facsimile Signatures:** Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile or electronic signature on any other party delivered in such a manner as if such signature were an original.

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA: CITY OF SYLVANIA	STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION
By:	By:
Title:	Jack Marchbanks Director
Date:	Date:

Attachment 1

PROJECT BUDGET – SOURCES AND USES OF FUNDS

SOURCES AND USES	LPA FUNDS		FHWA FUNDS		STATE FUNDS		TOTAL
	Amount	%	Amount	%	Amount	%	
PRELIMINARY DEVELOPMENT							
SAFETY FUNDING			\$2,078,583	100	4HJ7		\$2,078,583
MPO STBG FUNDING	\$155,155	20	\$620,620	80	4TA7		\$775,775
MPO CMAQ FUNDING	\$60,239	20	\$240,958	80	4TB7		\$301,197
LOCAL FUNDING OVER CAP	\$202,710	100					\$202,710
FINAL DESIGN, CONSTR. PLANS & SPECS	\$78,367	20	\$313,467	80	4TB7		\$391,834
ACQUISITION OF RW & UTILITY RELOCATION	\$564,750	100					\$564,750
PROJECT CONSTRUCTION COSTS							
SAFETY FUNDING			\$6,940,980	90	4HJ7	10	\$7,712,200
MPO STBG FUNDING	\$1,077,681	20	\$4,310,725	80	4TA7		\$5,388,406
MPO CMAQ FUNDING	\$983,705	20	\$3,934,819	80	4TB7		\$4,918,524
LPA OVER CAP & 100% LOCAL	\$1,200,870	100					\$1,200,870
DIST. PRESERV. LPA	\$209,700	20	\$838,800	80	4PF7		\$1,048,500
DIST. PRESERV. NON-LPA			\$5,568,000	80	4PF7	20	\$6,960,000
INSPECTION							
LPA FUNDED / OVER CAP	\$1,339,500	100					\$1,339,500
DIS. PRESERV. LPA	\$12,800	20	\$51,200	80	4PF7		\$64,000
DIST. PRESERV. NON-LPA			\$389,600	80	4PF7	20	\$487,000
TOTALS	\$5,885,447		\$25,287,752				\$33,433,849
FUNDS ATTRIBUTABLE TO LPA	\$5,885,447		\$19,330,152				\$25,215,600



9a.

DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE DIRECTOR

July 15, 2024

To: The Mayor and Members of Sylvania City Council

Re: **Bentbrook Road, Burgess Drive, & Lynnhaven Drive Resurfacing Project
Change Order No. 1 (Final)**


Dear Mr. Mayor and Council Members:

The Bentbrook Road, Burgess Drive, & Lynnhaven Drive Resurfacing Project was recently completed. The original contract amount with Bowers Asphalt and Paving, Inc. on the project was \$188,823.10 and received Council approval on April 1, 2024 by Ordinance 53-2024. Now that the project is completed, the final installed quantities have been resolved and a change order is necessary to adjust the final contract price.

The installed quantities have resulted in a decrease to the original contract in the amount of \$12,705.10. The two largest savings to the project were only using 85% of the anticipated pavement repair budget for corrective asphalt pavement base issues (savings of \$5,085) and only using 32% of the anticipated topsoil budget for linear grading (savings of \$4,080).

A total change order in the amount of \$12,705.10 is necessary to decrease the final contract amount from \$188,823.10 to \$176,118.00. Please call if you have any questions.

Sincerely,



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

96.

ORDINANCE NO. 85-2024

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO APPROVE CHANGE ORDER NO. 1 (FINAL) TO THIS CITY'S AGREEMENT WITH BOWERS ASPHALT AND PAVING, INC. FOR THE BENTBROOK ROAD, BURGESS DRIVE & LYNNHAVEN DRIVE RESURFACING PROJECT; DECREASING THE CONTRACT AMOUNT BY \$12,705.10; AND DECLARING AN EMERGENCY.

WHEREAS, Ordinance No. 53-2024, passed April 1, 2024, accepted the bid of Bowers Asphalt and Paving, Inc. and awarded the contract for the Bentbrook Road, Burgess Drive & Lynnhaven Drive Resurfacing Project to same, which bid was in the amount of \$188,823; and,

WHEREAS, the project is now complete and a change order is necessary to adjust the final contract price based on the installed quantities; and,

WHEREAS, the Director of Public Service, by report dated July 15, 2024, has recommended acceptance of Change Order No. 1 (Final) of Bowers Asphalt and Paving, Inc. for said Bentbrook Road, Burgess Drive & Lynnhaven Drive Resurfacing Project to reflect a reduction in the installed quantities in the amount of \$12,705.10, for a final contract amount of \$176,118.00; and,

WHEREAS, the final installed quantities resulted in a net decrease to the contract in the amount of Twelve Thousand Seven Hundred Five and 10/100 Dollars (\$12,705.10), for a total contract amount of \$176,118.00.

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

SECTION 1. That said change order decreasing the contract amount by the sum of Twelve Thousand Seven Hundred Five and 10/100 Dollars (\$12,705.10) be, and the same hereby is, approved, and the Mayor and the Director of Finance be, and they hereby are, authorized to sign said change order on behalf of this City, thereby indicating such approval and changing the total contract amount.

SECTION 2. That 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 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the adjustments in the contract for said additional work should be approved immediately. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

SECTION 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.

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2024, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

CITY OF SYLVANIA, OHIO

CHANGE ORDER Number 1 (Final)

Project Ordinance No.: 53-2024 Purchase Order No. 65918

Contract: Bentbrook Road, Burgess Drive, Lynnhaven Drive Resurfacing

Title of Change Order: _____

Date: 6/24/2024

Description of Change: Final Installed Quantities (See Attached) = -\$12,705.10

RECOMMENDED FOR APPROVAL BY:


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

6/27/24
Date

Original Contract Amt	\$	188,823	10
Previous Changes (+ or -)	\$	0	00
This Change (+ or -)	\$	-12,705	10
Adjusted Contract Amt	\$	176,118	00

REVIEWED BY: _____
Engineer

DATE: _____

Engineers Signature

SUBMITTED BY: BURGESS ASPHALT & PAVING, INC.
Name of Contractor

DATE: 6/25/24
Contractor's Signature

City of Sylvania, Ohio

The above proposal is hereby approved.

The above proposal is hereby approved.

Craig A. Stough, Mayor

Date

Toby Schroyer, Finance Director

Date

TO OWNER:
 CITY OF SYLVANIA
 6730 MONROE STREET
 SYLVANIA, OHIO 43560

FROM CONTRACTOR:
 BOWERS ASPHALT AND PAVING, INC.
 6157 WALBRIDGE ROAD
 WALBRIDGE, OHIO 43465

APPLICATION NO: 1 (Final)
 PERIOD TO: 6/3/2024 TO
 6/14/2024

PROJECT:		BENTBROOK ROAD, BURGESS DRIVE, & LYNNHAVEN DRIVE RESURFACING										SHEET:	1 OF 1
LINE NO.	BID ITEM NO.	DESCRIPTION OF WORK	UNIT	BID QUANTITY	UNIT PRICE	BID VALUE	ESTIMATED QUANTITY INSTALLED	VALUE	MATERIALS PRESENTLY STORED (NOT IN C)	TOTAL COMPLETED AND STORED TO DATE (D+E)	% (F/B)	BALANCE TO FINISH (B-F)	
1	201	Clearing and Grubbing	LUMP	1	\$500.00	\$500.00	0	\$0.00		\$0.00	0%	\$500.00	
2	253	Pavement Repair (6"-301 Asphalt Concrete Base)	SY	761	\$45.00	\$34,245.00	648	\$29,160.00		\$29,160.00	85%	\$5,085.00	
3	254	Pavement Planning, Asphalt Concrete	SY	9578	\$2.00	\$19,156.00	9578	\$19,156.00		\$19,156.00	100%	\$0.00	
4	407	Non-Tracking Tack Coat	GAL	1341	\$3.00	\$4,023.00	1,341	\$4,023.00		\$4,023.00	100%	\$0.00	
5	441	Asphalt Concrete Intermediate Course, Type 1 (449)	CY	200	\$192.00	\$38,400.00	200	\$38,400.00		\$38,400.00	100%	\$0.00	
6	441	PG64-22 (Leveling Course)	CY	332	\$192.00	\$63,744.00	332	\$63,744.00		\$63,744.00	100%	\$0.00	
7	611	Manhole Adjusted to Grade	EACH	1	\$1,400.00	\$1,400.00	0	\$0.00		\$0.00	0%	\$1,400.00	
8	614	Maintaining Traffic Monument Assembly, Type 1 or Type 2	LUMP	1	\$5,000.00	\$5,000.00	1	\$5,000.00		\$5,000.00	100%	\$0.00	
9	623	(Contingency)	EACH	1	\$500.00	\$500.00	0	\$0.00		\$0.00	0%	\$500.00	
10	624	Mobilization	LUMP	1	\$13,750.00	\$13,750.00	1	\$13,750.00		\$13,750.00	100%	\$0.00	
11	653	Topsoil Furnished and Placed	CY	75	\$80.00	\$6,000.00	24	\$1,920.00		\$1,920.00	32%	\$4,080.00	
12	659	Commercial Fertilizer	TON	0.08	\$1,000.00	\$80.00	0.02	\$20.00		\$20.00	25%	\$60.00	
13	659	Seeding and Mulching Class 1	SY	900	\$2.25	\$2,025.00	420	\$945.00		\$945.00	47%	\$1,080.00	
14	659	Water	MGAL	0.01	\$10.00	\$0.10	0	\$0.00		\$0.00	0%	\$0.10	
TOTAL						\$188,823.10		\$176,118.00		\$176,118.00		\$12,705.10	



10a.

DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE DIRECTOR

July 15, 2024

To: The Mayor and Members of Sylvania City Council

Re: **Easement Agreement Request (Mercurio Developers, Inc.) – Aurora Place PD**

Dear Mr. Mayor and Council Members:


City Council authorized a “B-2, General Business District PD” at 5142 Alexis Road by Ordinance 69-2016 on November 7, 2016. This was a zoning amendment petition request (ZA-3-2016) that was approved under the guise it had to be developed as a PD. The PD was reviewed and approved by City Council by Ordinance 48-2017 on June 5, 2017. The PD is now known as Aurora Place and contains senior living villas.

The owner of the property, Mercurio Developers, Inc., has been inquiring about a possible amendment to this PD. As a result of these preliminary discussions the Service Department became aware that required sanitary sewer and water utility easements as a condition of PD approval had not been recorded with the Lucas County Recorder’s Office to date. The Service Department requested Mercurio Developers, Inc. move forward and develop an Easement Agreement that would cover both utilities.

Enclosed is an Easement Agreement between the City and Mercurio Developers, Inc. for both the sanitary sewer and water utilities. Both of these utilities are covered in the Agreement.

We would recommend approval of the Easement Agreement with Mercurio Developers, Inc. for sanitary sewer and water utility purposes. Please call if you should have any questions.

Sincerely,



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

10b.

ORDINANCE NO. 86-2024

**ACCEPTING AN EASEMENT FROM MERCURIO DEVELOPERS, INC.
FOR UTILITY PURPOSES; DEDICATING THE EASEMENT FOR
PUBLIC PURPOSES; AND DECLARING AN EMERGENCY.**

WHEREAS, Ordinance No. 48-2017, passed June 5, 2017, approved the recommendation of the Municipal Planning Commission relative to Planned Development Application No. PD-1-2017 of Joseph J. Mercurio, on behalf of Mercurio Developers for the property located at 5142 Alexis Rd., now known as Aurora Place; and,

WHEREAS, Mr. Mercurio has recently been in discussions with the Director of Public Service regarding the development and, in reviewing the approved PD, it was discovered that the required sanitary sewer and water easements had not been recorded; and,

WHEREAS, the Director of Public Service, by report dated July 15, 2024, has recommended acceptance of the attached Easement Agreement from Mercurio Developers, Inc. for both sanitary sewer and water utilities at the Aurora Place development; and,

WHEREAS, said grant of easement is presented to this Council for acceptance.

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

SECTION 1. That the easement as to executed and tendered as described on "Exhibit A" be, and the same hereby is, accepted from Mercurio Developers, Inc., the grantor therein.

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

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

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 acquisition of the necessary easement should proceed forthwith and therefore this Ordinance should be effective immediately. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2024, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“Agreement”), dated as of the ____ day of _____, 2024 (“Effective Date”) is made and entered into by and between **Mercurio Developers, Inc.**, an Ohio corporation (the “Grantor”), having its principal place of business located at 8625 Pepper Ridge Circle, Sylvania, Ohio 43560, and **City of Sylvania**, an Ohio municipal corporation (the “City” or “Grantee”), having its principal place of business located at 6730 Monroe Street, Sylvania, Ohio 43560.

WHEREAS, the Grantor is the owner, in fee, of the land fully described on Exhibit A (the “Property”).

WHEREAS, the Property is served by an existing water line (the “Water Line”) and an existing sanitary sewer line (the “Sanitary Sewer Line”, and together with the Water Line, the “Utility Lines”), all installed and maintained by the City.

WHEREAS, the City desires to obtain from the Grantor an easement over those certain portions of the Property where the Utility Lines are currently located (such portions of the Property, together with a five (5) foot buffer in every direction of each of the Utility Lines as presently located, is hereby referred to as the “Easement Area”) in order to continue to operate, maintain, repair or replace the Utility Lines, together with valves and other necessary appurtenances.

WHEREAS, Grantor is willing to grant said easement for the Utility Lines on the terms and conditions stated herein.

NOW, THEREFORE, in exchange and in consideration of the terms and conditions contained herein and for other good and valuable consideration, the receipt and legal sufficiency of which is acknowledged, the parties hereto agree as follows:

1. Incorporation of Recitals.

The Recitals of this Agreement are hereby incorporated by this reference and the affirmative statements set forth in the Recitals shall be deemed to be representations of the parties which are hereby ratified and confirmed by the parties.

2. Grant of Easement.

The Grantor does hereby grant a perpetual, non-exclusive easement unto City to be used solely to reconstruct, use, operate, maintain, repair, replace, remove, service and improve in, on, and under the Easement Area, the Utility Lines. The Utility Lines shall be reconstructed, used, operated, maintained, repaired, replaced, removed, serviced and improved in accordance with all local, state or federal laws, rules and regulations and applicable industry guidelines. If no such laws, rules, regulations or industry guidelines are applicable to the Utility Lines, then responsible engineering practices shall be the control. City shall have a limited license and right over and across the Property for ingress and egress to the Easement Area for the reconstruction, maintenance, repair, inspection, replacement and removal of the Utility Lines.

3. Reservation of Rights and/or Relocation of Easement Area and Utility Lines.

Grantor may fully use and enjoy the Easement Area for any purposes that do not unreasonably interfere with or obstruct City's use of the Easement Area for purposes stated herein. Grantor further reserves the right to cause the City to relocate all or part of the Utility Lines and Easement Area at Grantor's sole cost and expense.

4. Notice, Restoration and Requirements.

City to furnish Grantor with not less than ten (10) days prior notice before performing any work in the Easement Area, except in the event of an emergency when only such notice as it practicable shall be required. In the exercise of its rights hereunder, the City use its best efforts to not unreasonably interrupt or interfere with the Property's normal operations and use. Grantee will repair any and all damage that it causes to the surface of the Easement Area and to the Property, to as good or better condition than existed immediately prior to the time of damage. Notwithstanding anything to the contrary contained herein, if the City fails to repair or restore the surface of the Easement Area and/or Property as required in this Section within thirty (30) days after the damage, Grantor may perform such restoration and repair work and obtain reimbursement from City.

5. Consideration.

City shall pay to the Grantor the total sum of One Dollar and 00/100 Cents (\$1.00) in consideration of the Grantor's granting the within easement. City shall tender such payment upon delivery to Grantor of a fully executed counterpart of this Agreement.

6. Assignment.

This Agreement may not be assigned or transferred, in whole or in part, by City without

the prior consent of the Grantor, which consent shall not be unreasonably withheld.

In the event that the Grantor transfers or conveys its interest in the property of which the Easement Area is a part, the successor or assign in interest shall take title subject to this Easement Agreement, but shall also succeed to all of the rights to enforce all of the terms and conditions contained herein.

7. Default.

In the event any one or more of the following events shall have occurred and shall not have been remedied as hereinafter provided; (i) the City's failure to perform or observe any other covenant, condition or agreement herein contained on the City's part to be performed or observed and the continuance of such failure without curing of same for a period of ninety (90) days after the giving of notice by Grantor of such failure (provided that in the case of any default referred to in this clause (ii) which cannot with diligence be cured within such ninety (90) day period, if City shall proceed promptly to cure the same default with diligence, then upon receipt by the Grantor of a certification from City stating the reason that such default cannot be cured within ninety (90) days and stating that City is proceeding with diligence to cure such default, then the time within which such default may be cured shall be extended for such period as may be necessary to complete the curing of same with diligence) then the Grantor may, at its option, give to City a notice of election to end the term of this Agreement upon the date specified in such notice, which date shall not be less than ninety (90) days after the date of such notice, and upon the date specified in such notice the term of this Agreement shall expire and terminate as fully and completely and with the same effect as if such date were the date herein before fixed for the expiration of the term of this Agreement; all rights of City shall expire and terminate; and City shall, at its own cost and expense, remove or cause the removal of the Utility Lines.

8. Damages.

To the extent permitted by Ohio law, all cost or expense resulting from any and all loss of life or property, or injury or damage to the person or property of any person, firm or corporation (including the parties hereto and their respective officers, agents and employees) and any and all claims, demands or actions for such loss, injury or damage, caused by or growing out of the presence or use of the Easement Area or the exercise of its rights hereunder by the City shall be borne by the City unless caused by the sole negligence, gross negligence or willful misconduct of Grantor.

9. Rights Cumulative.

All rights and remedies of the Grantor enumerated in this Agreement shall be cumulative and, except as specifically contemplated otherwise by this Agreement, none shall exclude any other right or remedy allowed at law or in equity, and said rights or remedies may be exercised or enforced concurrently and all obligations, rights or remedies shall survive formal termination of this Agreement.

10. Waiver.

The waiver by the Grantor of, or the failure of the Grantor to take action with respect to, any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or subsequent breach of the same, or any other term, covenant or condition herein contained. The subsequent acceptance of any payment hereunder by the Grantor shall not be deemed to be a waiver of any preceding breach by City of any term, covenant or condition of this Agreement.

11. Notices, Demands or Instruments.

All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been properly given when hand-delivered or sent by U.S. registered or certified mail, return receipt requested, postage prepaid, and addressed to:

With respect to the City:

City of Sylvania, Department of Public Service
6730 Monroe Street
Sylvania, Ohio 43560
Attention: Service Director

With respect to Grantor:

Mercurio Developers, Inc.
8625 Pepper Ridge Circle
Sylvania, Ohio 43560
Attention: Joseph Mercurio

All notices, demands, requests, consents, approvals shall be deemed given when served in the manner provided above. Each party shall have the right from time-to-time to specify as its address for purposes of this Agreement any other address in the United States of America upon giving of fifteen (15) day notice thereof, similarly given, to the other party.

12. Modifications.

This Agreement may not be changed, modified, or discharged except by a writing signed by duly authorized representatives of both the Grantor and City.

13. Governing Law.

This Agreement shall be governed by and interpreted under the laws of the State of Ohio. Any action or proceeding arising out of the terms of this Agreement shall be brought in a court of competent jurisdiction located in Lucas County, Ohio.

14. Headings.

The headings to the various paragraphs and exhibits to this Easement Agreement have been inserted for reference only and shall not to any extent have the effect of modifying, amending or changing the expressed terms and provisions of this Agreement.

**THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY
SIGNATURE PAGES FOLLOWS**

IN TESTIMONY WHEREOF, Grantor and City, by their duly authorized representatives, have duly signed this instrument.

GRANTOR
Mercurio Developers, Inc., an Ohio Corporation

By: Joseph Mercurio
Joseph Mercurio, _____

Date: 6/26/24

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 26th day of June, 2024, by Joseph Mercurio, the President of Mercurio Developers, Inc., an Ohio corporation on behalf of the corporation.



RANDY K STAMITOLES
Notary Public, State of Ohio
My Comm. Expires 02/26/2025

Randy K Stamitoles
Notary Public in and for the State of Ohio
My Commission Expires: 2-26-2025

GRANTEE SIGNATURE FOLLOWS

GRANTEE
City of Sylvania, Ohio

By: _____
Craig. A. Stough, Mayor

By: _____
Toby Schroyer, Director of Finance

Approved:

Leslie B. Brining, Director of Law

This instrument prepared by:

Daniel S. Roy
Shumaker, Loop & Kendrick, LLP
1000 Jackson Street
Toledo, Ohio 43604

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

That part of Lot No. 3 in the subdivision of the Northeast 1/4 of Section 11, Town 9 South, Range 6 East, in the City of Sylvania, formerly in Sylvania Township, Lucas County, Ohio, bounded and described as follows:

Beginning at an iron pin in the centerline of Alexis Road (formerly known as Tremainsville Road) which is 288.5 feet Westerly from the centerline of Whiteford Road, as measured along the centerline of Alexis Road;

Thence North 813.63 feet to a point on the North line of said Section 11 which is 286.25 feet Westerly from the centerline of Whiteford Road, as measured along the North line of said Section 11;

Thence West along the North line of said Section 11, 288.75 feet to a point;

Thence South 857.10 feet to an iron pin in the centerline of Alexis Road, which is 263.7 feet Westerly from the place of beginning, as measured along the centerline of Alexis Road;

Thence Easterly along the centerline of Alexis Road, 263.7 feet to the place of beginning.

Subject to all legal highways.

Less and Except:

A parcel of land being part of the Northeast 1/4, Section 11, Town 9 South, Range 6 East, in the City of Sylvania, Lucas County, Ohio, said parcel of land being bounded and described as follows:

Commencing at the intersection of the centerline of Whiteford Road, as it now exists, with the centerline of Alexis Road, as it now exists, said centerline of Whiteford Road, as it now exists, also being the East line of said Northeast 1/4 of Section 11, said point of intersection being marked with a found monument box with an iron rebar;

Thence in a Southwesterly direction along said centerline of Alexis Road, as it now exists, having an assumed bearing of South 81°21'31" West, a distance of 540.26 feet to the True Point of Beginning;

Thence continuing South 81°21'31" West along said centerline of Alexis Road, as it now exists, a distance of 11.94 feet to the intersection of the Westerly line of a parcel of land as described in Official Deed Records 20050126-0005792, Lucas County Deed Records;

Thence North 03°06'28" West along said Westerly line of a parcel of land as described in Official Record 20050126-0005792, Lucas County Deed Records, a distance of 857.42 feet to the intersection of the Northerly line of said parcel of land described in Official Record 20050126-0005792, Lucas County Deed Records;

Thence South 89°27'00" East along said Northerly line of a parcel of land described in Official Record 20050126-0005792, Lucas County Deed Records, a distance of 12.36 feet to a point, said point being marked with a set capped iron rebar;

Thence South 03°04'38" East along a line, passing through a set capped iron rebar at a distance of 825.34 feet, a distance of 855.48 feet to the True Point of Beginning.

Said parcel of land containing an area of 10,373 square feet or 0.238 acres of land, more or less. Subject to legal highways.

Said parcel of land having a Present Road Occupied area of 358 square feet or 0.008 acres of land, more or less.

The above described parcel of land is subject to any and all leases, easements or restrictions on record.

The bearings used hereon are based on assumed meridian and are solely for the purpose of calculating angular measurement.

Said set capped iron rebar being a ½" diameter by 30" long iron rebar with a plastic cap stamped "PS 8112".

Tax Parcel Number 82-05182

Prior Instrument Reference: Instrument No. 20160510-0017734, Lucas County, Ohio Public Records

RESUBMITTED 7/3/24

PETITION FOR ZONING ORDINANCE AMENDMENT

100.

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

Application No. _____
Date 4/2/24

Petitioner Name(s): MERCURIO DEVELOPERS INC.

Petitioner Address: 8625 PEPPER RIDGE CIR. 43560
SYLVANIA, OH 43560

Email: CONTACT@MERCURIODEVELOPERS.COM Telephone: 419-283-1330

Location of property for which zoning amendment is requested: 5142 W. ALEXIS RD.
PARCEL # 82-05182

Purpose of amendment request: ZONING CHANGE TO CONVERT
TO CONDOMINIUM DEVELOPMENT

Current Zoning: B-2 PD Requested Zoning: R-3 PD - B-2

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

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

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

By: Joe Meets
PRESIDENT

Date referred to Council: _____

Date of Commission Action: _____

Date of Council Action: _____

Action: _____

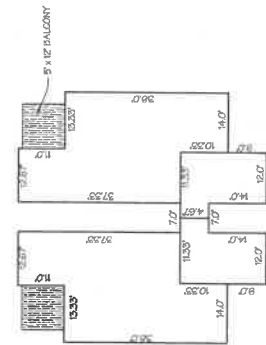
For Office Use Only

Date: 4/3/2024 Check #: 9434 Cash: — Fee: \$ 750⁰⁰
T208

SECOND AMENDMENT
PRELIMINARY DRAWING / PD

Aurora Place

A PLANNED DEVELOPMENT
CITY OF SYLVANIA, LUCAS COUNTY, OHIO
5142 ALEXIS ROAD



TYPICAL RESIDENTIAL UNIT

VICINITY MAP



LEGAL DESCRIPTION

PART OF LOT 3 IN THE SUBDIVISION OF THE NORTHEAST QUARTER SECTION 18 SOUTH-CHARGE EAST IN THE CITY OF SYLVANIA, LUCAS COUNTY, OHIO, MORE OR LESS, IN Sylvania Township, LUCAS COUNTY, OHIO.

SITE ANALYSIS

- EXISTING ZONING: R-2 PD
- PROPOSED ZONING: R-37D A, R-2
- GROSS ACREAGE: 5.041 AC±
- RIGHT-OF-WAY: 0.074 AC±
- NET ACREAGE: 4.967 AC±
- R-2 EAST: 0.725 AC
- R-2 WEST: 0.357 AC
- EXISTING USE: VACANT RESIDENTIAL
- PROPOSED USE:
 - RESIDENTIAL UNITS = 48 BUILDINGS, 21 UNITS
 - UNDERGROUND ELECTRIC, PHONE AND CABLE
 - SEWER LINES (TO BE MAINTAINED)
 - SANITARY SEWERS
 - STORM SEWERS
 - WATER LINES
 - PRIVATE STREET LIGHTS
 - UNDERGROUND ELECTRIC, PHONE AND CABLE
 - MAINTENANCE OF ALL COMMON AREAS WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER OR CONDOMINIUM ASSOCIATION

SETBACKS

- 20' FRONT
- 5' SIDE ADJACENT TO RESIDENTIAL
- 0' REAR
- 50' REAR ADJACENT R-3

PARKING

- RESIDENTIAL
- REQUIRED PARKING: 2 SPACES / UNIT
- 50 SPACES REQUIRED
- 58 SPACES PROVIDED

DEVELOPED BY:

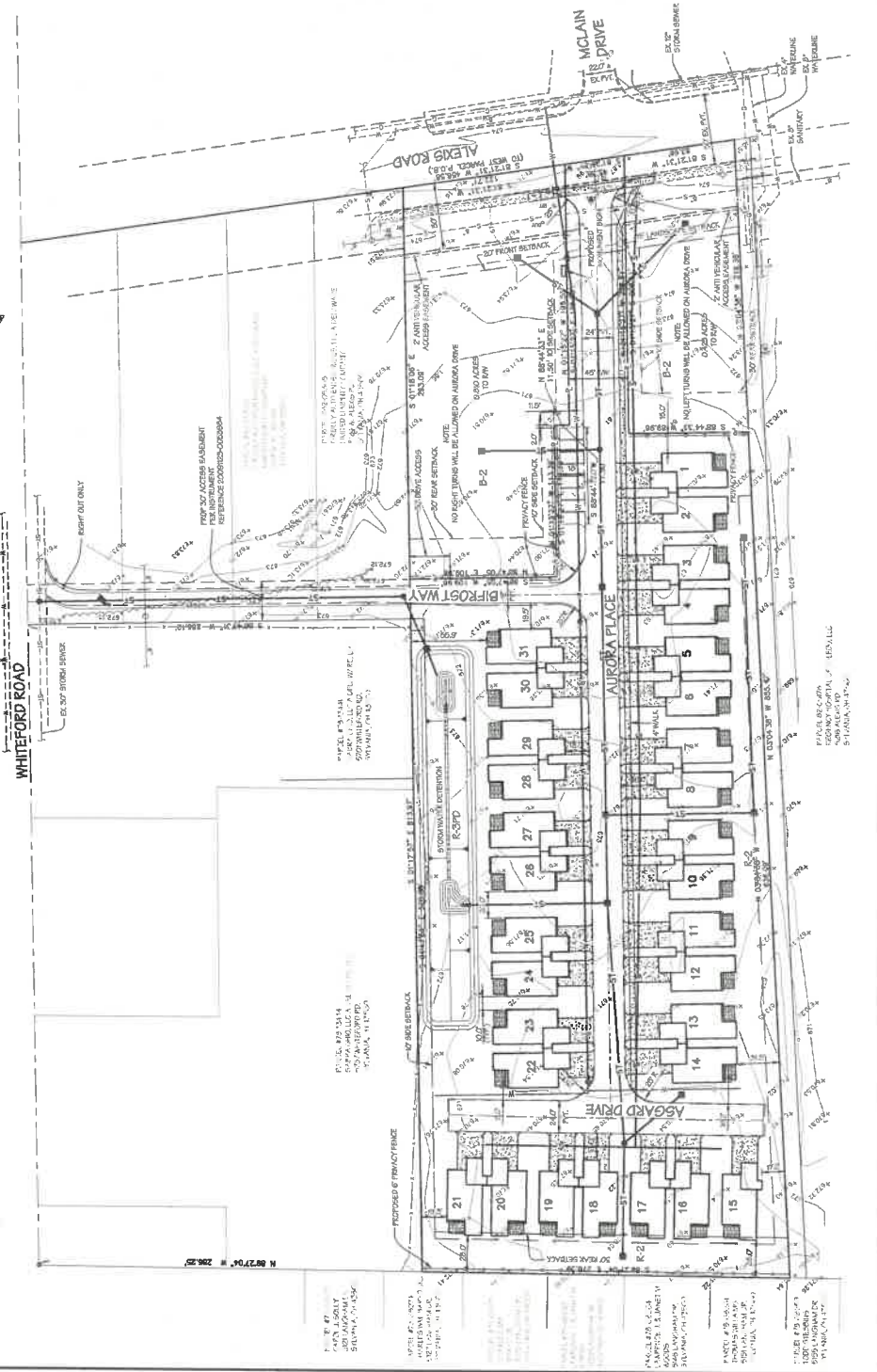
MERCURIO DEVELOPERS
P.O. BOX 594
Sylvania, Ohio 43360
PHONE: (419) 265-9211

PREPARED BY:

GREG FELLER, P.E. 680065
FellerFitch & ASSOCIATES, INC.
Engineers • Architects • Surveyors

1863 Woodlands Drive, Maumee, Ohio 43537
Phone: (419) 893-3890
Fax: (419) 893-2992
www.fellerfitch.com

PROJECT No: 10C0814 10-08214PR0008 DATE: 7-2-08





11a.

DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE DIRECTOR

July 15, 2024

To: The Mayor and Members of Sylvania City Council

Re: **Burnham Park Elevated Tank**
T-Mobile Site TO01080A – 3rd Amendment to the Water Tower Lease Agreement

Dear Mr. Mayor and Council Members:


In August 2023 the Service Department was contacted by Pyramid Network Services, a project management vendor, on behalf of T-Mobile looking to extend the City's current lease agreement for facilities in Burnham Park and on the Burnham Park Elevated Tank. The existing lease expires on November 5, 2026. The City has maintained a lease agreement with T-Mobile at this site since October 2001 and has amended the lease two times in 2008 and in 2021.

There were two primary modifications in the Agreement which included the term period and rent schedule. The Agreement from 2001 was for a 25-year term expiring in 2026. T-Mobile would like the new term to be 20 years (to 2046) with the ability to extend the lease nine (9) additional 1-year terms (called the Extended Period) up to 2055.

Rent payments for the first five (5) years of the lease would be \$4,480.30/month from 2027 through 2031 (rent payments for 2024 through 2026 are \$3,932.24, \$4,128.85, and \$4,335.30 respectively). Thereafter the lease payments would escalate 16% per 5-year term through 2046. Lease payments would be \$5,197.15 starting in 2032, \$6,028.69 starting in 2037, and \$6,993.28 starting in 2042. For the Extended Periods beginning in 2047 there would be 3% annual increases through 2055.

We would recommend approval of the 3rd Amendment to the Water Tower Lease Agreement with T-Mobile. Please call if you should have any questions.

Sincerely,



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

THIRD AMENDMENT TO WATER TOWER ATTACHMENT LEASE AGREEMENT

This Third Amendment to Water Tower Attachment Lease Agreement (the "**Third Amendment**") is effective as of the last signature below (the "**Effective Date**"), by and between City of Sylvania, Ohio, an Ohio municipal corporation ("**Landlord**"), and T-Mobile Central LLC, a Delaware limited liability company ("**Tenant**") (each a "**Party**", or collectively, the "**Parties**").

Landlord and Tenant entered into that certain Water Tower Attachment Lease Agreement dated October 15, 2001, including that certain Amendment to Water Tower Attachment Lease Agreement dated May 2, 2008, and that certain Second Amendment to Water Tower Attachment Lease Agreement dated August 2, 2021 (including all amendments, collectively, the "**Lease**") regarding the leased premises ("**Premises**") located at 6850 Maplewood Ave., Sylvania, OH 43560 (the "**Property**").

For good and valuable consideration, Landlord and Tenant agree as follows:

1. At the expiration of the current term, the term of the Lease will automatically be extended for four (4) additional and successive five (5) year terms (each a "**Renewal Term**"), provided that Tenant may elect not to renew by providing Landlord at least thirty (30) days' notice prior to the expiration of the current term or the then current Renewal Term.
2. Upon the expiration of the final Renewal Term, Tenant shall have the right to continue to occupy the Premises and the Term shall automatically extend for up to nine (9) successive one (1) year periods (each, and "**Extended Period**"). Landlord may elect not to renew by providing notice to Tenant at least six (6) months prior to the expiration of the then current Extended Period. Tenant may terminate any Extended Period at any time by delivery of notice to Landlord.
3. At the commencement of the first Renewal Term provided for in this Third Amendment, Tenant shall pay Landlord Four Thousand Four Hundred Eighty and 30/100 Dollars (\$4,480.30) per month as Rent, partial calendar month to be prorated in advance, by the fifth (5th) day of each calendar month. Thereafter, commencing on November 6, 2031, the escalation set forth in the Lease shall terminate and the Rent will escalate by 16% on the first day of each Renewal Term. The Rent for each Extended Period shall be increased by 3% of the Rent for the immediately preceding year. Where duplicate Rent would occur, a credit shall be taken by Tenant for any prepayment of duplicate Rent by Tenant.
4. Tenant may transmit and receive on any frequencies permitted by law.
5. Notwithstanding anything to the contrary in the Lease and as of the Effective Date of the Third Amendment, Landlord shall be responsible for maintaining all portions of the Property in good order and condition, including without limitation, plumbing, elevators, the roof and support structure, landscaping and common areas, as applicable.

6. If Landlord desires to redevelop, modify, remodel, alter the Property or make any improvements thereon ("**Redevelopment**") and both Parties agree that the Redevelopment necessitates relocation of Antenna Facilities, then: (i) Landlord may require Tenant to relocate Antenna Facilities once during the Term of the Lease; (ii) Landlord shall give Tenant not less than twenty-four (24) months' written notice prior to relocation; (iii) both Parties shall agree upon a suitable area for the relocation; (iv) the relocation shall be performed exclusively by Tenant or its agents; (v) the relocation shall not limit or interfere with Tenant's Permitted Uses of the Premises; (vi) the relocation shall not result in any interruption, impairment or alteration of the communications services or quality thereof provided from the Antenna Facilities; and (vii) if the Parties cannot agree upon a suitable area for relocation, then Tenant may terminate the Lease in its reasonable judgment upon written notice to Landlord, without penalty or further obligation.
7. Should temporary relocation of the Antenna Facilities be required for Landlord repairs to a Building or the Premises, then: (i) Landlord may require Tenant to temporarily relocate Tenant's Antenna Facilities once per each Renewal Term of the Lease ("**Temporary Relocation**"); (ii) Landlord shall provide Tenant at least six (6) months' prior written notice of any repairs, maintenance or other work (the "**Work**"), which would require the Temporary Relocation; (iii) the Work will not limit or interfere with Tenant's Permitted Uses; and (iv) Landlord will reimburse Tenant for all expenses incurred by Tenant required to accommodate the Work. Tenant may elect to install a temporary communications facility (e.g. a "cell on wheels," or "COW") in another mutually agreeable location on the Property that provides Tenant coverage and service levels similar to those of the Antenna Facilities at the original location, while the Work is being performed. Tenant shall have the right to reinstall the Antenna Facilities immediately upon the completion of the Work.
8. Tenant shall have the right to connect to and otherwise utilize any and all pre-existing utility related equipment, or alternatively, to construct, install, operate, maintain, repair, add, upgrade, remove or replace utility related equipment (collectively, the "**Utility Facilities**") located on or serving the Property, which are either owned by or available to Landlord.
9. Tenant shall have the right to assign, or otherwise transfer the Lease, upon Tenant's delivery to Landlord of written notice of any assignment or transfer by Tenant. Tenant shall be relieved of all liabilities and obligations and Landlord shall look solely to the assignee, or transferee for performance under the Lease. Tenant shall have the right to sublease the Lease without the need for Landlord's consent.
10. Landlord shall only have the right to assign and transfer this Lease pursuant to a sale or transfer of ownership of the Property. Upon Tenant's receipt of written verification of a sale or transfer of the Property, (a) Landlord shall be relieved of all liabilities and obligations and (b) Tenant shall look solely to the new owner for performance under this Lease. Landlord shall not attempt to assign or otherwise transfer this Lease separate from a sale or transfer of ownership of the Property ("the "**Severance Transaction**"), without the prior written consent of Tenant, which consent may be withheld or conditioned in Tenant's sole

discretion. If Tenant consents to a Severance Transaction, Landlord and its successors and assigns shall remain jointly and severally responsible for the performance of all duties and obligations of Landlord under this Lease.

11. All notices, requests, demands and other communications shall be in writing and shall be deemed to have been delivered upon receipt or refusal to accept delivery, and are effective only when deposited into the U.S. certified mail, return receipt requested, or when sent via a nationally recognized courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other Party.

If to Tenant:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/TO01080A

If to Landlord:

City of Sylvania
Attention: Director of Finance
6730 Monroe Street
Sylvania, OH 43560

And with a copy to:

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

12. Tenant and Landlord will reasonably cooperate with each other's requests to approve permit applications and other documents related to the Property without additional payment or consideration.
13. Landlord will execute a Memorandum of Agreement at Tenant's request. If the Property is encumbered by a deed, mortgage or other security interest, Landlord will also execute a subordination, non-disturbance and attornment agreement.
14. Any charges payable under the Lease other than Rent shall be billed by Landlord to Tenant within twelve (12) months from the date in which the charges were incurred or due; otherwise, the same shall be deemed time-barred and be forever waived and released by Landlord.
15. Except as expressly set forth in this Third Amendment, the Lease otherwise is unmodified. To the extent any provision contained in this Third Amendment conflicts with the terms of the Lease, the terms and provisions of this Third Amendment shall control. Each reference in the Lease to itself shall be deemed also to refer to this Third Amendment.

16. This Third Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic, scanned, or facsimile copies of this Third Amendment will legally bind the Parties to the same extent as originals.
17. Each of the Parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Third Amendment. Landlord represents and warrants to Tenant that the consent or approval of a third party has either been obtained or is not required with respect to the execution of Third Amendment. If Landlord is represented by any property manager, broker or any other leasing agent ("Agent"), then (a) Landlord is solely responsible for all commission, fees or other payment to Agent and (b) Landlord shall not impose any fees on Tenant to compensate or reimburse Landlord for the use of Agent, including any such commissions, fees or other payments arising from negotiating or entering into this Third Amendment or any future amendment.
18. This Third Amendment will be binding on and inure to the benefit of the Parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

IN WITNESS, the Parties execute this Third Amendment as of the Effective Date.

Landlord:

City of Sylvania, Ohio, an Ohio municipal corporation

By: _____

Print Name: Craig A. Strough

Title: Mayor

Date: _____

By: _____

Print Name: Toby A. Schroyer

Title: Finance Director

Date: _____

Tenant:

T-Mobile Central LLC, a Delaware limited liability company

By: _____

Print Name: _____

Title: _____

Date: _____



ORDINANCE NO. 87-2024

AUTHORIZING A THIRD AMENDMENT TO WATER TOWER ATTACHMENT LEASE AGREEMENT BETWEEN THE CITY OF SYLVANIA, AS LESSOR, AND T-MOBILE CENTRAL, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS LESSEE, FOR A PORTION OF THE WATER TOWER WITHIN BURNHAM PARK AND ADDITIONAL LAND IN BURNHAM PARK, FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, OPERATING, ALTERING, INSPECTING AND REMOVING COMMUNICATIONS FIXTURES, DETERMINING SAID CITY OWNED PROPERTY NOT TO BE NEEDED FOR MUNICIPAL PURPOSES DURING THE TIME OF THE PROPOSED LEASE; AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO SIGN SAID THIRD AMENDMENT TO WATER TOWER ATTACHMENT LEASE ON BEHALF OF THE CITY OF SYLVANIA, OHIO; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Sylvania acquired and is the owner of the real estate at Burnham Park, located in the City of Sylvania, Ohio; and,

WHEREAS, Ordinance No. 16-2014, passed April 7, 2014, authorized a Lease between the City of Sylvania and New Cingular Wireless, PCS, LLC (now known as T-Mobile Central, LLC, "T-Mobile"), a Delaware Limited Liability Company, as Lessee, of a portion of the water tower within Burnham Park for the purpose of installing, constructing, maintaining, repairing, operating, altering, inspecting, and removing equipment, as well as additional land to construct a radio equipment shelter and fencing around the building, for an initial term of sixty (60) months, with four 60-month renewal options; and,

WHEREAS, Ordinance No. 50-2021, passed July 19, 2021, authorized a Second Amendment to Water Tower Attachment Lease Agreement to include additional land in Burnham Park; and,

WHEREAS, T-Mobile has proposed the Third Amendment to Water Tower Lease Agreement

to extend the term of the Agreement an additional 20 years (the existing lease expires in 2026), with the option to extend the Agreement nine one-year terms, until 2055 with rent payments as follows:

2027 – 2031: Two Hundred Sixty-Eight Thousand Eighteen Dollars (\$268,818), payable in equal monthly installments of \$4,480.30;

2032-2036: Three Hundred Eleven Thousand Eight Hundred Twenty Dollars (\$311,820), payable in equal monthly installments of \$5,197.15;

2037-2041: Three Hundred Sixty-One Thousand Seven Hundred Twenty-One and 40/100 Dollars (\$361,721.40), payable in equal monthly installments of \$6,028.69;

2042-2046: Four Hundred Nineteen Thousand Five Hundred Ninety-Six and 80/100 Dollars (\$419,596.80), payable in equal monthly installments of \$6,993.28;

and,

WHEREAS, the Director of Public Service, by report dated July 15, 2024, has recommended approval of the Third Amendment to Water Tower Attachment Lease Agreement, a copy of which is now on file with the Clerk of Council.

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

SECTION 1. That the Second Amendment to Water Tower Attachment Lease Agreement is hereby approved and the Mayor and Director of Finance be, and they hereby are, authorized to enter into said Third Amendment to Water Tower Attachment Lease on behalf of the City of Sylvania, Ohio, as Lessor.

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 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, Sections 11 and 12, of the Charter of this City.

SECTION 4. That this Ordinance is hereby declared to be an emergency measure

necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the providing of improved communications technology to our citizens enhances the development and growth of the City of Sylvania. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2024, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date



12a.

DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE DIRECTOR

July 15, 2024

To: The Mayor and Members of Sylvania City Council

Re: **Sylvania Avenue Pumping Station Replacement – Joint Cooperation Agreement (Township)**

Dear Mr. Mayor and Council Members:

The Sewers Department operates and maintains the Sylvania Avenue Pumping Station, located at 5555 Sylvania Avenue. This site is in Sylvania Township and has been in operation since the mid-1970's when the City signed on to be a satellite community to the Lucas County treatment plant.

This pumping station, including all pumps and controls, is located approximately 40 feet below grade and only accessible by one 45-inch diameter shaft and single-man elevator. The dry well housing the pumps and controls is a 9'x22'x9' steel chamber and is in fair condition based on a February 2020 inspection by Dixon Engineering. Maintenance is quite challenging at this station via the single-man elevator and the pumps are original. The Sewers Department has had the pumps rebuilt several times over the last few decades, but replacement parts are becoming increasingly harder to find.

The Service Department is recommending the station be replaced. This station provides service to both the City and Sylvania Township community and the preliminary estimate for station replacement is \$1,000,000. As recognition of the importance of this pumping station to Sylvania Township, they have agreed to contribute up to \$200,000, or, 20% of the estimated cost, to help fund the project. The Lucas County Sanitary Engineer's Office will also be a financial contributor to the project.

The City will lead all phases of the project from engineering through construction and will be pursuing Ohio Public Works Commission (OPWC) grant funds to further help offset local costs. To memorialize this partnership, the City and Township would like to enter into the enclosed Joint Cooperative Agreement. Please call if you should have any questions.

Sincerely,

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

ORDINANCE NO. 88-2024**AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO A JOINT COOPERATION AGREEMENT ON BEHALF OF THIS CITY OF SYLVANIA WITH THE SYLVANIA TOWNSHIP BOARD OF TRUSTEES, RELATIVE TO THE SYLVANIA AVENUE SANITARY SEWER PUMPING STATION REPLACEMENT; AND DECLARING AN EMERGENCY.**

WHEREAS, the City of Sylvania (“City”) and Lucas County (“County”) entered into an Agreement for the joint use of the Maumee River Wastewater Treatment Plant on April 24, 1973, which agreement was amended on November 20, 1989, June 18, 1992 and July 25, 2002; and,

WHEREAS, thereafter, the City constructed, operated and maintained the Sylvania Avenue Pumping Station to provide the necessary sanitary sewer infrastructure to connect to the County sanitary sewer system; and,

WHEREAS, the City and Sylvania Township (“Township”) each operate and maintain sanitary sewer collection systems for its sanitary sewer service areas and utilize the Sylvania Avenue Pumping Station; and,

WHEREAS, the pumping station was inspected in 2020 by Dixon Engineering and was found to be in fair condition; and,

WHEREAS, maintenance of the Sylvania Avenue Pumping Station has become increasingly challenging over the years due to the scarcity of replacement parts for the pumps and the single-person elevator at the pumping station; and,

WHEREAS, the City and Township have proposed to replace the Sylvania Avenue

Pumping Station; and,

WHEREAS, the estimated cost of replacing the pumping station is \$1,000,000; Township has agreed to contribute 20%, or \$200,000, toward the cost of the project; the County will also contribute to the project and the City will also be applying for Ohio Public Works Commission (“OPWC”) grant funds for the project; and,

WHEREAS, this Joint Cooperation Agreement provides that the City will act as the lead agency for all phases of the project from engineering through construction; and,

WHEREAS, the Director of Public Service, in a report dated July 15, 2024, has recommended approval of the Joint Cooperation Agreement.

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

SECTION 1. That the Mayor and Director of Finance be, and they hereby are, authorized, on behalf of the City of Sylvania, Ohio, to enter into a Joint Cooperation Agreement with the Sylvania Township Board of Trustees, a copy of which is attached hereto as “Exhibit A.”

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

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

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

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2024, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

JOINT COOPERATION AGREEMENT

FOR

SYLVANIA AVENUE PUMPING STATION REPLACEMENT

This Agreement by and between the City of Sylvania, Ohio, hereinafter referred to as the **CITY**, and the Sylvania Township Board of Trustees, hereinafter referred to as the **TOWNSHIP**.

WITNESSETH

WHEREAS, the **CITY** and the **TOWNSHIP**, via the Lucas County Engineers (LCSE) office, each operate and maintain sanitary sewer collection systems within their respective sanitary sewer service areas, and

WHEREAS, the **CITY** and the **TOWNSHIP** desire to replace the Sylvania Avenue Pumping Station, hereinafter referred to as the **PROJECT**, and

WHEREAS, the **CITY** and **TOWNSHIP** agree the construction of said **PROJECT** would be beneficial to the citizens of the **CITY** in terms of maintenance and associated costs and **TOWNSHIP** as approximately eighty percent (80%) of the flow that is pumped by the pumping station originates in the **TOWNSHIP**, and

WHEREAS, through a joint effort by the **CITY** and **TOWNSHIP**, the **CITY** plans to seek approval for an Ohio Public Works Commission (OPWC) grant for the **PROJECT**, and

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

NOW, THEREFORE, the **CITY** and **TOWNSHIP** do hereby agree as follows:

1. The **CITY** will act as the lead agency for the detailed construction plans, specifications and design phase of the **PROJECT**.

2. The **CITY** will complete the detailed construction plans for the portions of the **PROJECT** within its service area.
3. Through a joint effort by the **CITY** and the **TOWNSHIP**, the **CITY** will apply for OPWC funding for the **PROJECT**.
4. The **CITY** will advertise for bids and administer the construction contract for the **PROJECT**. Inspection and testing shall be the responsibility of the **CITY**.
5. The **CITY** will be listed as project manager on the State Funding agreements. The **CITY** will complete the disbursement requests and the State grant will go through the **CITY** accounting process.
6. The local share of the **PROJECT** is now estimated to be \$1,000,000. The **TOWNSHIP** is agreeable to provide up to \$200,000, or, 20% of the estimated cost, whichever is less, as local share of the project in acknowledgement of the large share of **TOWNSHIP** users of the system. The **CITY** will invoice the **TOWNSHIP** for its local share after the construction contract is awarded.
7. It is the intent of this Agreement that the **CITY** and **TOWNSHIP** shall each properly and expeditiously discharge any requirements that may devolve upon them from time to time during the period this Agreement will be in force.

IN WITNESS WHEREOF, the Sylvania Township Board of Trustees pursuant to Resolution No. 24-102 adopted on 4th day of June, 2024, and the City of Sylvania, by its Mayor and Director of Finance pursuant to Ordinance Number _____ passed on _____ day of _____, 2024, have affixed their signatures respectively.

CITY OF SYLVANIA

**SYLVANIA TOWNSHIP
BOARD OF TRUSTEES**

Craig A. Stough, Mayor

 6-26-2024
Oliver Turner, Administrator

Toby Schroyer, Director of Finance

Approved as to Form:

Approved as to Form:

Director of Law

Sylvania TOWNSHIP Prosecutor

Date: _____

Date: _____

APPROVED AS TO FORM:

Julia R. Bates

Lucas County Prosecuting Attorney


By: Elaine B. Szuch

Assistant Prosecuting Attorney

Date: June 26, 2024



13a.

DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE DIRECTOR

July 15, 2024

To: The Mayor and Members of Sylvania City Council

Re: **Elden Ditch Watershed Improvements (Phase 1)
Change Order No. 2 (Final)**

Dear Mr. Mayor and Council Members:

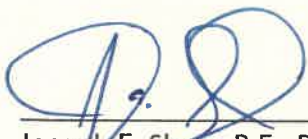
The Elden Ditch Watershed Improvements Phase 1 Project was recently completed in Veteran's Memorial Field. The original contract amount with Jim Palmer Excavating, Inc. on the project was \$293,872.19 and received Council approval on May 1, 2023 by Ordinance 43-2023.

Change Order No. 1 was approved by Council on November 20, 2023 by Ordinance 92-2023 and increased the contract amount by \$4,200 to modify the tree removal schedule. One 48" tree, one 30" tree, and an existing dead tree to eliminate a fall hazard were removed. This increased the contract amount to \$298,072.19.

Now that the project is completed, the final installed quantities have been resolved and a change order is necessary to adjust the final contract price. The installed quantities have resulted in a decrease to the contract in the amount of \$11,494.76. Enclosed is a summary of the quantity underruns with most of the savings falling under erosion control related items.

A total change order in the amount of \$11,494.76 is necessary to decrease the final contract amount from \$298,072.19 to \$286,577.43. Please call if you have any questions.

Sincerely,



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

ORDINANCE NO. 89-2024

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO APPROVE CHANGE ORDER NO. 2 (FINAL) TO THIS CITY'S AGREEMENT WITH JIM PALMER EXCAVATING, INC. FOR THE ELDEN DITCH WATERSHED IMPROVEMENTS (PHASE 1) PROJECT; DECREASING THE CONTRACT AMOUNT BY \$11,494.76; AND DECLARING AN EMERGENCY.

WHEREAS, Ordinance No. 43-2023, passed May 1, 2023, accepted the bid of Jim Palmer Excavating, Inc. and awarded the contract for the Elden Ditch Watershed Improvements (Phase 1) Project to same, which bid was in the amount of \$293,872.19; and,

WHEREAS, Ordinance No. 92-2023, passed November 20, 2023, authorized the Mayor and Director of Finance to approve Change Order No. 1 to this City's Agreement with Jim Palmer Excavating, Inc. to provide for additional tree removal and increased the contract amount by \$4,200 to \$298,072.19; and,

WHEREAS, the project is now complete and the final installed quantities have been determined requiring a change order to adjust the final contract price; and,

WHEREAS, the Director of Public Service, by report dated July 15, 2024, has recommended acceptance of Change Order No. 2 (Final) of Jim Palmer Excavating, Inc. for said Elden Ditch Watershed Improvements (Phase 1) Project to reflect the final installed quantities, decreasing the amount of \$11,494.76, for a final contract amount of \$286,577.43; and,

WHEREAS, the actual work performed resulted in a net decrease to the contract in the amount of Eleven Thousand Four Hundred Ninety-Four and 76/100 Dollars (\$11,494.76), for a total contract amount of \$286,577.43.

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

SECTION 1. That said change order decreasing the contract amount by the sum of Eleven Thousand Four Hundred Ninety-Four and 76/100 Dollars (\$11,494.76), authorized to be appropriated be, and the same hereby is, approved, and the Mayor and the Director of Finance be, and they hereby are, authorized to sign said change order on behalf of this City, thereby indicating such approval and changing the total contract amount.

SECTION 2. That 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 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the adjustments in the contract for said actual work and decrease in the total contract amount should be approved immediately. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

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

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2024, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

CITY OF SYLVANIA, OHIO

CHANGE ORDER Number 02 - Final

Project Ordinance No.: 43-2023 Purchase Order No. 64048

Contract: Elden Ditch Watershed Improvements (Phase 1)


Title of Change Order: Balancing Underruns


Date: 6/24/2024

Description of Change: **Balance Project Underruns** **-\$11,494.76**

TOTAL **-\$11,494.76**

(See Attached)

RECOMMENDED FOR APPROVAL BY:  Joseph Shaw, P.E., P.S. 7/8/24
 Public Service Director Date

Original Contract Amt	\$	293,872	19	REVIEWED BY:	<u>Darren J. Schimmoeller, PE</u>
Previous Changes (+ or -)	\$	4,200	00	DATE:	<u>6/24/24</u>
This Change (+ or -)	\$	-11,494	76	SUBMITTED BY:	<u>Jing Palmer Excavating, Inc.</u>
Adjusted Contract Amt	\$	286,577	43	DATE:	<u>7/8/24</u>  <u>See</u>

Digitally signed by Darren Schimmoeller
DN: c=US,
e=dschimmoeller@structurepoint.com,
o=American Structurepoint, CN=Darren Schimmoeller
Date: 2024.07.08 15:25:57-0400
Engineers Signature

City of Sylvania, Ohio

The above proposal is hereby approved.

The above proposal is hereby approved.

Craig A. Stough, Mayor Date Toby Schroyer, Finance Director Date



American Structurepoint - OH

Change Order Details

Elden Ditch Watershed Improvements Ph. 1

Description The installation of an underground detention system under the maintenance drive behind the ballfields in Veteran's Memorial Field in Sylvania, Ohio including upstream and downstream storm sewer improvements.

Prime Contractor Jim Palmer Excavating, Inc.
12701 S Dixie Highway
Bowling Green, OH 43402

Change Order 2

Status Pending

Date Created 06/24/2024

Type Normal Difference between Plan and Actual Quantities

Summary Balancing underruns

Change Order Description This change order balances all remaining underruns on the project.
This is the FINAL CHANGE ORDER for the project.

Awarded Project Amount \$293,872.19

Authorized Project Amount \$298,072.19

Change Order Amount -\$11,494.76

Revised Project Amount \$286,577.43

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Quantity	Current Amount	Quantity	Change Amount	Quantity	Revised Amount
Section: 1 - Removals									
0003	202E35100	FT	\$1.960	468.000	\$917.28	-153.000	-\$299.88	315.000	\$617.40
PIPE REMOVED, 24" AND UNDER									
Reason: Balancing Change Order									
Section: 2 - Erosion Control									
0011	659E00300	CY	\$44.840	106.000	\$4,753.04	-46.000	-\$2,062.64	60.000	\$2,690.40
TOPSOIL									
Reason: Balancing Change Order									
0012	659E10000	SY	\$3.680	950.000	\$3,496.00	-453.528	-\$1,668.98	496.472	\$1,827.02
SEEDING AND MULCHING									
Reason: Balancing Change Order									
0013	659E14000	SY	\$2.100	48.000	\$100.80	-48.000	-\$100.80	0.000	\$0.00
REPAIR SEEDING AND MULCHING									
Reason: Balancing Change Order									
0014	659E15000	SY	\$1.050	48.000	\$50.40	-48.000	-\$50.40	0.000	\$0.00
INTER-SEEDING									

Line Number	Item ID	Unit	Unit Price	Current Quantity	Amount	Change Quantity	Amount	Revised Quantity	Amount
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Reason: Balancing Change Order

0015	659E20000	TON	\$630.000	0.130	\$81.90	-0.130	-\$81.90	0.000	\$0.00
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COMMERCIAL FERTILIZER

Reason: Balancing Change Order

0016	659E31000	ACRE	\$10.500	0.200	\$2.10	-0.200	-\$2.10	0.000	\$0.00
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LIME

Reason: Balancing Change Order

0017	659E35000	MGAL	\$10.500	5.200	\$54.60	-5.200	-\$54.60	0.000	\$0.00
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WATER

Reason: Balancing Change Order

0018	832E30000	EACH	\$1.000	4,200.000	\$4,200.00	-3,792.000	-\$3,792.00	408.000	\$408.00
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EROSION CONTROL

Reason: Balancing Change Order

Section: 3 - Drainage

0020	611E05900	FT	\$91.430	47.000	\$4,297.21	-20.000	-\$1,828.60	27.000	\$2,468.61
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15" CONDUIT, TYPE B

Line Number	Item ID	Unit	Unit Price	Current Quantity	Current Amount	Change Quantity	Change Amount	Revised Quantity	Revised Amount
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Reason: Balancing Change Order

0022	611E73600	FT	\$131.560	364.000	\$47,887.84	-9.000	-\$1,184.04	355.000	\$46,703.80
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CONDUIT, TYPE A, STRUCTURAL PLATE CORRUGATED STEEL PIPE ARCH: 40" x 31" Conduit

Reason: Balancing Change Order

Section: 4 - Pavement

0028	254E01000	SY	\$6.830	617.000	\$4,214.11	-54.000	-\$368.82	563.000	\$3,845.29
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PAVEMENT PLANING, ASPHALT CONCRETE: 1.5"

Reason: Balancing Change Order

12 items			Totals		\$70,055.28		-\$11,494.76		\$58,560.52
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ORDINANCE NO. 90-2024

APPROVING THE BANNER APPLICATION OF LOURDES UNIVERSITY; AUTHORIZING THE ZONING ADMINISTRATOR TO INDICATE SUCH APPROVAL ON BEHALF OF THE CITY OF SYLVANIA; AND DECLARING AN EMERGENCY.

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

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

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

WHEREAS, Lourdes University has submitted a request to hang a banner within said public right-of-way to welcome incoming Fall students; and,

WHEREAS, the banner will hang from August 21 – September 11, 2024 and will comply with all of the terms and conditions set forth in Resolution No. 19-2000 and Ordinance No. 20-2018.

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

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

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

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

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

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

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2024, as an emergency measure.

President of Council

ATTEST:

Clerk of Council

APPROVED AS TO FORM:

Director of Law

APPROVED:

Mayor

Date

City of Sylvania

STREET BANNER APPLICATION/PERMIT

Fee: \$ 100.00

Name of Organization: Lourdes University

Contact Person: Ruthi Mitchell

E-mail: rmitchell@lourdes.edu Phone: 419-824-3813

Explanation of the Qualifying Event*: Welcome banner for incoming Fall students

Dates of Event: Fall term begins 8/26/24

Installation & Removal Dates of Banner: 8/21/24 - 9/11/24
[maximum four (4) weeks]

Banner Location: Toledo Edison poles by Wendy's and Country Squire on Monroe Street
x Main Street -- Uptown Sylvania Business District

Text of Banner: Welcome Lourdes Gray Wolves

Updated fee is \$840 (Ord. 22-2024)

Company Installing Banner: City of Sylvania ~~\$700~~ check will follow

Address: _____

Email: _____ Phone: _____

Fax: _____

Insurance on File: _____

Edison Approval: _____

City Approval: _____

The banner and installation shall meet the attached specifications.

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



WELCOME, LOURDES GRAY WOLVES!





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/20/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hyland Group Inc - Toledo 811 Madison Ave Toledo OH 43604	CONTACT NAME: PHONE (A/C, No, Ext): 419-255-1020 FAX (A/C, No): 419-255-7557 E-MAIL ADDRESS: _____ _____
INSURED Lourdes University 6832 Convent Blvd. Sylvania OH 43560	SISTOFS-05 INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Prop Cas Co of Amer NAIC # 25674 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 664208003** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER		Y6304C496144TIL22	11/1/2022	11/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 Emp Benefits \$ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below		Y6304C496144TIL22	11/1/2022	11/1/2023	X PER STATUTE OTH-ER Stop Gap E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101. Additional Remarks Schedule, may be attached if more space is required)
 RE: Street Banner for Lourdes University Graduation

CERTIFICATE HOLDER **CANCELLATION**

City of Sylvania 6730 Monroe St. Sylvania OH 43560	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Nicholas R Hyland</i>
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15a.

DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE DIRECTOR

July 15, 2024

To: The Mayor and Members of Sylvania City Council

Re: **2024 Surface Transportation Block Grant (STBG) Application**

Dear Mr. Mayor and Council Members:

The Service Department would like to submit one project application for funding consideration in this year's solicitation for projects eligible in the STBG program managed by TMACOG's Transportation Improvement Program (TIP). This round of funding is to complete the pipeline of the projects through fiscal years 2028 through 2030. The funding amount available for this round is \$20,000,000.

The project to be submitted is Main Street Reconstruction from 250' south of Ravine Drive to 525' south of Convent Boulevard. The scope of work includes the full-depth reconstruction of Main Street including storm sewer replacement, sidewalk replacement, implementation of bike lanes, and a multi-use path along the north and west legs of the Convent Boulevard intersection. The traffic signal will be removed and replaced with a modern single-lane roundabout for intersection traffic control.

The estimated project cost is \$2,433,581 of which \$500,000 (20.5%) is being requested from the STBG program under their Small Project category. If the STBG grant is successful a future grant through the Ohio Public Works Commission (OPWC) will be pursued in the amount of \$799,900 (32.9%). The remaining \$1,133,681 (46.6%) project balance would be locally funded.

We recommend moving forward with this STBG grant application request. Please call if you have any questions.

Sincerely,

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

RESOLUTION NO. 8-2024**A RESOLUTION AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE SURFACE TRANSPORTATION BLOCK GRANT MANAGED BY THE TOLEDO METROPOLITAN AREA COUNCIL OF GOVERNMENTS FOR THE MAIN STREET RECONSTRUCTION PROJECT AND TO EXECUTE CONTRACTS AS REQUIRED; AND DECLARING AN EMERGENCY.**

WHEREAS, the Surface Transportation Block Grant Program (“STBG”) managed by the Toledo Metropolitan Area Council of Governments (“TMACOG”) provides financial assistance to political subdivisions for improvements to public infrastructure; and,

WHEREAS, the Main Street Reconstruction project includes full-depth reconstruction of Main Street including storm sewer replacement, sidewalk replacement, implementation of bike lanes, and a multi-use path along the north and west legs of the Convent Boulevard intersection; and,

WHEREAS, the project also provides for the removal of the traffic signal and installation of a modern single-lane roundabout at the Main and Convent intersection; and,

WHEREAS, the Director of Public Service, by report dated July 15, 2024, has indicated that the total cost of the project is estimated to be \$2,433,581, with the City requesting up to \$500,000 in STBG funding assistance and also that the City will be pursuing additional grant opportunities, and has recommended that the City proceed with the filing of the grant application.

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

SECTION 1. That the Mayor and Director of Finance be, and they hereby are, authorized to apply to the Surface Transportation Block Grant Program managed by TMACOG for funds as described above.

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

SECTION 3. If the project is approved for financial assistance, the City of Sylvania will

commit the necessary funds to meet the local share as indicated in the corresponding project application and will enter into an agreement with TMACOG for the grant.

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

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

SECTION 6. That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the City should file its application for the grant immediately and indicate its willingness to enter into an Agreement and appropriate the funds for said project as necessary and therefore this Resolution should be made effective immediately. Provided this Resolution receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote on passage as an emergency: Yeas ____ Nays ____

Passed, _____, 2024, as an emergency measure.

ATTEST:

President of Council

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

PETITION FOR ZONING ORDINANCE AMENDMENT

116

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

Application No. _____

Date July 10, 2024

Petitioner Name(s): Brian McNulty, Associate Vice President, ProMedica

Petitioner Address: 100 Madison Avenue, Toledo, Ohio 43604

Email: brian.mcnulty@promedica.org Telephone: (567) 585-8130

Location of property for which zoning amendment is requested:

5200 Harroun Road, Sylvania, Ohio 43560

Purpose of amendment request: Central Utility Plant Addition for Flower Hospital. Space to House
Generators, Fire Pump Room, Pumps, and Space for Future Chillers

Current Zoning: R-3

Requested Zoning: NO CHANGE

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

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

A check for \$300.00 + cost of advertising, payable to the City of Sylvania is attached for processing of said Petition. It is understood that no refund is to be made after the filing of the Petition.

By: 

Robert A. Siebenaller, AIA
SSOE Group

Date referred by Council: _____

Date of Commission Action: _____

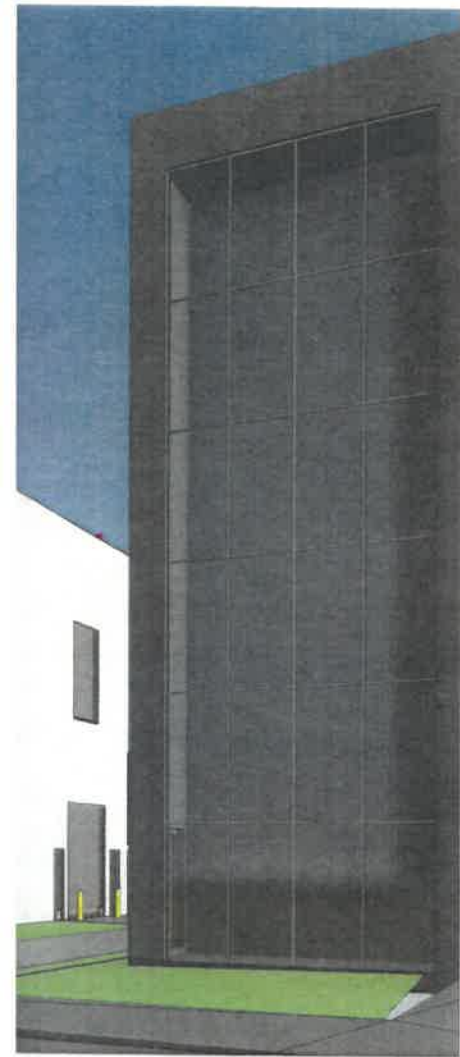
Date of Council Action: _____

Action: _____

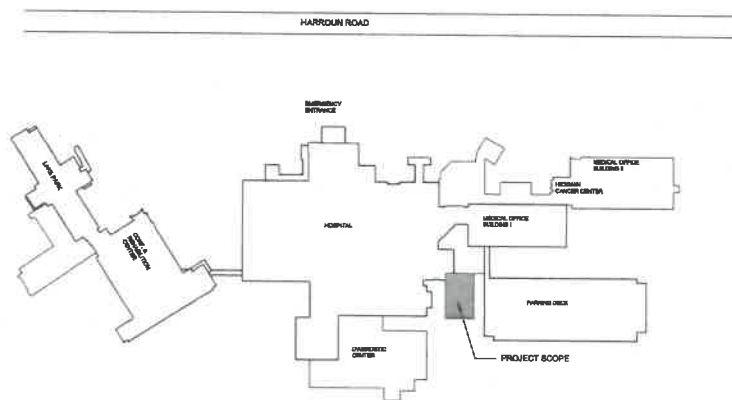
For Office Use Only

Date: 7/10/2024 Check #: 504766 Cash: _____ Fee: \$ 300.00

F ARCHITECTURAL REVIEW



NEW CONSTRUCTION LOCATION



CAMPUS MAP



17

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

3112878		TRFO	GEOS TAMOSHATNER LLC DBA GEOS PIZZA & LOFT MEZZANINE & PATIO & FIELD HOUSE 7060 SYLVANIA AVE SYLVANIA OH 43560
06 01 2023			
05 13 2024			
D5			
48	077	A	F31418

FROM 06/07/2024

8751449			SYLVANIA TAM OSHANTER SPORTS INC MEZZANINE & PATIO & FIELD HOUSE 7060 SYLVANIA AVE SYLVANIA OHIO 43560
06 01 2023			
05 13 2024			
D5			
48	077		



MAILED 06/07/2024

RESPONSES MUST BE POSTMARKED NO LATER THAN. 07/08/2024

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 3112878**

(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

18

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

5521377		TRFO	MARCELS RESTAURANT	
06 01 2023			6600 SYLVANIA AV UNIT 3C	
05 20 2024			SYLVANIA OH 43560	
D1 D2				
48	077	A	F31430	

FROM 06/07/2024

1173393			C SAW LLC	
06 01 2023			DBA CHARLIES HOMEMADE PIZZA	
05 20 2024			6600 SYLVANIA AV UNIT 3C	
D1 D2			SYLVANIA OHIO 43560	
48	077			



MAILED 06/07/2024

RESPONSES MUST BE POSTMARKED NO LATER THAN. 07/08/2024

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 5521377**

(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.

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(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



19

DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE DIRECTOR

Memo

To: The Mayor and City Council
From: Joseph E. Shaw, Director of Public Safety/Service *JES*
Date: 07/15/2024
Re: Obsolete Equipment

Council Members,

The following items are no longer of use in our City operations:

Parks	1992 (approximate) Dayton Portable Oil Fired Heater #1
Parks	1996 (approximate) Dayton 30 Gallon Upright Air Compressor
Parks	2008 Grasshopper Front Deck Mower

We would request approval to dispose of the items by posting them for sale on the GovDeals website. Should we not receive any bids to purchase the items we will dispose of them either through scrap value and/or landfill disposal.

Please call if you have any questions. Thank you.



20

OFFICE OF THE MAYOR
CRAIG A. STOUGH, MAYOR

July 16, 2024

Eric Barnes
180 Southwood Dr.
Perrysburg, OH 43551

Re: Appointment to the position of Deputy Director of Public Service

Dear Mr. Barnes:

This letter is to inform you that at a meeting of Sylvania City Council on July 15, 2024, you were appointed by me and confirmed by Council as Deputy Director of Public Service for the City of Sylvania. You will be paid an annual salary of \$115,673.00. The effective date of this appointment will be September 9, 2024. Please contact our Personnel Office at your earliest convenience to fill out the necessary insurance, tax and retirement forms.

Congratulations and good luck to you in your new position with the City of Sylvania.

Sincerely,
CITY OF SYLVANIA


Craig A. Stough
Mayor

CC: Joseph Shaw, Director of Public Service
Toby Schroyer, Director of Finance / Treasurer



OFFICE OF THE MAYOR
CRAIG A. STOUGH, MAYOR

July 12, 2024

TO THE MEMBERS OF SYLVANIA CITY COUNCIL:

RE: Re-Appointment to the Toledo-Lucas County Board of Health

Dear Council Members:

Dr. Richard Munk has expressed his interest in continuing to serve as the City’s representative to the Toledo-Lucas County Board of Health.

Dr. Munk has served as the City’s representative to the Toledo-Lucas County Board of Health and has demonstrated his active interest and commitment to Sylvania through his service to the community.

Therefore, I am pleased to announce the re-appointment of Dr. Richard L. Munk to the Toledo-Lucas County Board of Health and request that you confirm this appointment.

Respectfully submitted,

A handwritten signature in blue ink that reads "Craig A. Stough". The signature is fluid and cursive, with a long horizontal line extending to the right.

Craig A. Stough
Mayor

CAS/lb

A

Board of Architectural Review

Minutes of the regular meeting of July 10, 2024. Ms. Fischer called the meeting to order.

Acting Secretary, Timothy Burns, took the roll call. Members present: Mayor Craig Stough, Carol Lindhuber, Ken Marciniak and Kate Fischer. (4) present. Jeff Schaff, excused.

Ms. Lindhuber moved, Mr. Marciniak seconded to approve the Minutes of the June 12, 2024, meeting as submitted. Vote being: Stough, Lindhuber, Marciniak and Fischer (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

Item 3 – Regulated Sign – app. no. 30-2024 requested by Karrie Brock of Fast Signs for Dental Excellence, 5660 Monroe Street, Sylvania, Ohio 43560. Application is for a new tenant panel in an existing monument sign.

Ms. Brock was present.

Sign is within the limits of the Sylvania Sign Code.

Mr. Marciniak moved, Ms. Lindhuber seconded, to approve the sign shown in the drawing submitted with the application. Vote being: Stough, Lindhuber, Marciniak and Fischer (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

Item 4 – Regulated Sign – app. no. 31-2024 requested by Karrie Brock of Fast Signs for Saint Joseph Parish, 5428 Main Street, Sylvania, Ohio 43560. Application is for a new monument sign.

Ms. Brock was present and explained that the new sign will incorporate Harroun Park and the Lathrop House into the new Saint Joseph's Parish sign; and that a written agreement of approval will be in place with the Heritage Center prior the removal of the existing Lathrop House sign and installation of the new sign.

Mayor Stough stated that he would like it to be confirmed with the Heritage Center that they are happy with the sign verbiage and logo prior to proceeding with the new sign.

Sign is within the limits of the Sylvania Sign Code.

Mr. Marciniak moved, Ms. Lindhuber seconded, to approve the sign shown in the drawing submitted with the application. Vote being: Stough, Lindhuber, Marciniak and Fischer (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

Item 5 – Regulated Sign – app. no. 32-2024 requested by Karrie Brock of Fast Signs for Saint Joseph Parish, 6516 Ravine Drive, Sylvania, Ohio 43560. Application is for a replacement monument sign.

**Board of Architectural Review
Minutes of July 10, 2024
Page 2**

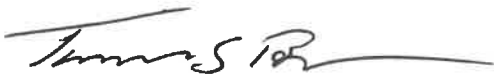
Ms. Brock was present.

Sign is within the limits of the Sylvania Sign Code.

Ms. Lindhuber moved, Mr. Marciniak seconded, to approve the sign shown in the drawing submitted with the application. Vote being: Stough, Lindhuber, Marciniak and Fischer (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

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

Submitted by,

A handwritten signature in black ink, appearing to read "Timothy Burns", with a long horizontal flourish extending to the right.

Timothy Burns, Acting Secretary
Municipal Planning Commission

B

Sylvania Municipal Planning Commission

Minutes of the regular meeting of July 10, 2024. Ms. Fischer called the meeting to order.

Acting Secretary, Timothy Burns, took the roll call Members present: Mayor Craig Stough, Carol Lindhuber, Ken Marciniak and Kate Fischer. (4) present. Jeff Schaff, excused

Mr. Marciniak moved, Ms. Lindhuber seconded to approve the Minutes of the June 12, 2024, meeting as submitted. Vote being: Stough, Lindhuber, Marciniak and Fischer (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

Mayor Stough stated that he heard that the Sheetz company had withdrawn their application that has been on the agenda for the last few meetings.

Mr. Burns confirmed that they had withdrawn the whole project; and that they did so in writing.

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

Submitted by,



Timothy Burns, Acting Secretary
Municipal Planning Commission