

Sylvania City Council

September 3, 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 Mr. Frye.
3. Additions to the agenda.
4. Approval of the Council meeting minutes from August 19, 2024.
5. Highway Safety Improvement Program (HSIP) Formal Study Request.
(Brint & Main and Harroun & Holland-Sylvania Intersections)
 - a. Service Director's letter recommending approval of proposal.
 - b. Proposed Ordinance No. 100-2024, Accepting the proposal of DGL Consulting Engineers, LLC to provide professional engineering services for this project.
6. Proposed Ordinance No. 101-2024, Authorizing the Mayor and Director of Finance to enter into an agreement for the Regional Addiction Diversion Program at the Correctional Treatment Facility with the Board of Lucas County Commissioners.
7. Proposed Ordinance No. 102-2024, Authorizing the Mayor and Director of Finance to enter into an agreement with Louisville Title Agency for N.W. Ohio, Inc., Trustee of whom 2511 Oregon, LLC is the beneficial owner for façade/sign improvements at Southbriar Shopping Center at 4981 S. Main Street, Sylvania, Ohio.
8. Service Director's letter requesting authorization to begin Letter of Interest (LOI) solicitation for Design Engineering Services for the Brint & Harroun Roundabout Project.
9. Confirmation of the Mayor's re-appointment of Mary Morrison to the Toledo Area Regional Transit Authority Board.
10. Committee reports.
11. Committee referrals.

INFORMATION

None

Minutes of the Meeting of Council
August 19, 2024

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The Council of the City of Sylvania, Ohio met in regular session on August 19, 2024 at 7:30 p.m. with Mayor Stough in the chair. Roll was called with the following members present: Mark Frye, Marcus Hansen, Doug Haynam, Brian McCann, Patrick Richardson, Mary Westphal, Lyndsey Stough; (7) present; (0) absent.

Roll call:
7 present.

Pledge of Allegiance to the United States of America led by Mrs. Westphal.

Pledge of
Allegiance.

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

Additions to the agenda: none.

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

Agenda approval.

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

Mr. Frye presented the July 15, 2024 regular meeting minutes. Mr. Frye moved, Mr. Haynam seconded, that since the Mayor, members of Council, and others had been furnished copies of these minutes prior to this meeting, Council dispense with the reading of these minutes at this time, and the journal of the minutes of the regular meeting of July 15, 2024 be approved; roll call vote being: Haynam, Hansen, Frye, McCann, Richardson, Westphal, Stough; (7) yeas; (0) nays. The motion carried.

Approval of the
July 15, 2024
Meeting minutes.

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

Health Commissioner, Karim Baroudi, gave a brief up on the Toledo-Lucas County Health Department. The City of Sylvania's TLCHD Board representative, Dr. Richard Munk, was also in attendance. Their 2023 Annual Report was distributed to each member of council and administration.

TLC Health
Dept. update.

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

Heritage Sylvania's new Executive Director, Samantha Ayres, was introduced along with Assistant Director, Tristan Turkopp. They both gave an update on new events and programs happening in the village and distributed information to all members of council and administration.

Intro. of &
update by
Heritage Syl.
E.D. Samantha
Ayres.

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

Mr. Haynam
pushes back from
the table.

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

Mr. Hansen moved, Ms. Stough seconded to refer the Petition for Zoning Ordinance Amendment ZA #1-2024 from Mercurio Developers Inc. for zoning change from R-3

ZA #1-2024
Mercurio Dev.
Aurora Place

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PD to B-2 at 5142 W. Alexis Road, Sylvania, Ohio 43560 to the Municipal Planning Commission for review and recommendation; roll call vote being: Hansen, Westphal, Frye, Stough, McCann, Richardson; (6) yeas; (0) nays. The motion carried. referral to Plan Commission.

Mr. Hansen moved, Mr. Frye seconded to set a Public Hearing for ZA #1-2024 from Mercurio Developers Inc. for Monday, October 7, 2024 at 7:00 p.m. in Sylvania City Council Chambers, 6635 Maplewood Avenue, Sylvania, Ohio 43560; roll call vote being: Westphal, Frye, McCann, Richardson, Stough, Hansen; (6) yeas; (0) nays. The motion carried. Set Public Hearing for 10/7/24 at 7:00pm.

Mr. Haynam returned to the table.

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

Mrs. Westphal gave a brief report from the Employee & Community Relations Committee meeting held on August 12, 2024 at 5:30 p.m. Judge Bonfiglio and Magistrate Cole were in attendance to discuss Judge Bonfiglio's request to raise Magistrate Cole's salary from \$126,999 to \$142,000. Three past employees of the court spoke individually reporting a hostile/toxic work environment under Magistrate Cole's management. Committee voted to refer this issue back to Council for consideration. Emp. & Comm. Relations Comm. Meeting report.

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

Mr. Frye moved, Mrs. Westphal seconded to go into Executive Session to discuss personnel issues and pending litigation at 8:23 p.m. Roll call vote being: Frye, Richardson, Westphal, Hansen, Stough, Haynam, McCann; (7) yeas; (0) nays. The motion carried. Executive Session: Personnel Issues & Pending Litigation.

Mrs. Westphal moved, Mr. Frye seconded to return from Executive Session to General Session at 9:14 p.m. Roll call vote being: Richardson, Westphal, Frye, Hansen, Stough, Haynam, McCann; (7) yeas; (0) nays. The motion carried.

Mr. Frye reported on the personnel issues discussed; it was requested that the letters City Council received regarding Magistrate Cole's salary increase be sent to Judge Bonfiglio for his review and that Judge Bonfiglio return to a future Employee & Community Relations Committee meeting for continued discussion on his request.

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

Dana Clark of Toledo-Lucas County Port Authority gave a brief presentation on the Promenade Shops Energy Special Improvement District (ESID). She is the head of the Property Assessed Clean Energy (PACE) Program.

ESID
presentation by
Dana Clark.

Mr. Frye presented and read aloud by title only, proposed Resolution No. 9-2024, a written copy of same having been previously furnished to each member of Council “Approving the petition for Special Assessments for Special Energy Improvement Projects under Ohio Revised Code Chapter 1710; approving the necessity of acquiring, constructing, and improving certain public improvements in the City of Sylvania, Ohio in cooperation with the Northwest Ohio Advanced Energy Improvement District; and declaring an emergency.”; Mr. Frye moved, Mr. McCann seconded for passage of Resolution No. 9-2024 as an emergency measure; roll call vote being: Stough, Hansen, Haynam, McCann, Westphal, Richardson, Frye; (7) yeas; (0) nays. The motion carried.

Resolution No.
9-2024,
“...Petition for
Special
Assessments...
ESID...”

Mr. Frye presented and read aloud by title only, proposed Ordinance No. 91-2024, a written copy of same having been previously furnished to each member of Council “Determining to proceed with the acquisition, construction, and improvement of certain public improvements in the City of Sylvania, Ohio in cooperation with the Northwest Ohio Advanced Energy Improvement District; and declaring an emergency.”; Mr. Frye moved, Mr. McCann seconded for passage of Ordinance No. 91-2024 as an emergency measure; roll call vote being: Frye, Haynam, Stough, Westphal, McCann, Hansen, Richardson; (7) yeas; (0) nays. The motion carried.

Ordinance No.
91-2024,
“...proceed with
acquisition...
ESID...”

Mr. Frye presented and read aloud by title only, proposed Ordinance No. 92-2024, a written copy of same having been previously furnished to each member of Council “Levying Special Assessments for the purpose of acquiring, constructing, and improving certain public improvements in the City of Sylvania, Ohio in cooperation with the Northwest Ohio Advanced Energy Improvement District; and declaring an emergency.”; Mr. Frye moved, Mr. Haynam seconded for passage of Ordinance No. 92-2024 as an emergency measure; roll call vote being: Frye, Haynam, Stough, McCann, Hansen, Richardson, Westphal; (7) yeas; (0) nays. The motion carried.

Ordinance No.
92-2024, “...
Levying Special
Assessments...
ESID...”

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

Service Director's letter requesting approval of the proposal was placed on file. Mr. Richardson presented and read aloud by title only, proposed Ordinance No. 93-2024, a written copy of same having been previously furnished to each member of Council "Accepting the proposal of DGL Consulting Engineers, LLC to provide professional surveying services for the Monroe Street and Alexis Road Corridor Traffic Signal Timing Project; appropriating funds therefore in the amount of \$17,300; and declaring an emergency."; Mr. Richardson moved, Mr. Hansen seconded for passage of Ordinance No. 93-2024 as an emergency measure; roll call vote being: Hansen, Frye, Haynam, Stough, McCann, Westphal, Richardson; (7) yeas; (0) nays. The motion carried.

Ordinance No.
93-2024,
"...DGL...
Monroe & Alexis
Traffic Signal
Timing
Project..."

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

Service Director's letter recommending approval of the purchase was placed on file. Mr. Richardson presented and read aloud by title only, proposed Ordinance No. 94-2024, a written copy of same having been previously furnished to each member of Council "Authorizing the Mayor and Director of Finance to purchase roadway de-icing salt for the City of Sylvania; appropriating funds therefore; and declaring an emergency."; Mr. Richardson moved, Mr. Haynam seconded for passage of Ordinance No. 94-2024 as an emergency measure; roll call vote being: Hansen, Frye, Haynam, Stough, McCann, Westphal, Richardson; (7) yeas; (0) nays. The motion carried.

Ordinance No.
94-2024, "...Salt
purchase..."

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

Service Director's letter on Change Order No. 4 was placed on file. Mr. Richardson presented and read aloud by title only, proposed Ordinance No. 95-2024, a written copy of same having been previously furnished to each member of Council "Authorizing the Mayor and Director of Finance to approve Change Order No. 4 to this City's agreement with Mosser Construction for the Monroe Street and Silica Drive Intersection Improvement and Silica Drive Bridge Replacement Project to reflect the cost of one new scope of work items; increasing the contract amount by \$21,499.63; appropriating funds therefore; and declaring an emergency."; Mr. Richardson moved, Ms. Stough seconded for passage of Ordinance No. 95-2024 as an emergency measure; roll call vote being: Frye, Haynam, Stough, McCann, Hansen, Westphal, Richardson; (7) yeas;

Ordinance No.
95-2024,
"...Change Order
No. 4...Mosser
Construction...
Monroe Silica
Intersection...
Silica Bridge..."

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(0) nays. The motion carried.

Service Director's letter on Change Order No. 5 (Final) was placed on file. Mr. Richardson presented and read aloud by title only, proposed Ordinance No. 96-2024, a written copy of same having been previously furnished to each member of Council "Authorizing the Mayor and Director of Finance to approve Change Order No. 5 (Final) to this City's agreement with Mosser Construction for the Monroe Street and Silica Drive Intersection Improvement and Silica Drive Bridge Replacement Project to reflect the as-built quantities; decreasing the contract amount by \$276,073.26; and declaring an emergency."; Mr. Richardson moved, Mr. Haynam seconded for passage of Ordinance No. 96-2024 as an emergency measure; roll call vote being: Haynam, Frye, Stough, McCann, Hansen, Westphal, Richardson; (7) yeas; (0) nays. The motion carried.

Ordinance No. 96-2024, "... Change Order No. 5 (Final)... Mosser Construction... Monroe Silica Intersection... Silica Bridge..."

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

Mr. Frye presented and read aloud by title only, proposed Ordinance No. 97-2024, a written copy of same having been previously furnished to each member of Council "Authorizing the Mayor and Director of Finance to enter into an agreement with Tessa Gardella; and declaring an emergency."; Mr. Frye moved, Mr. McCann seconded for passage of Ordinance No. 97-2024 as an emergency measure; roll call vote being: Stough, Frye, Haynam, McCann, Hansen, Richardson, Westphal; (7) yeas; (0) nays. The motion carried.

Ordinance No. 97-2024, "...Agreement with Tessa Gardella..."

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

Mrs. Westphal presented and read aloud by title only, proposed Ordinance No. 98-2024, a written copy of same having been previously furnished to each member of Council "Amending the Codified Ordinances of the City of Sylvania, 1979, as amended by amending Section 125.04 – Original Appointments to Division of Police; and declaring an emergency."; Mrs. Westphal moved, Mr. McCann seconded for passage of Ordinance No. 98-2024 as an emergency measure; roll call vote being: Richardson, Stough, Frye, Haynam, McCann, Hansen, Westphal; (7) yeas; (0) nays. The motion carried.

Ordinance No. 98-2024, "...Amending Section 125.04... Division of Police..."

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

Mr. Haynam presented and read aloud by title only, proposed Ordinance No. 99-2024, a written copy of same having been previously furnished to each member of Council “Amending Part Eleven – Planning and Zoning Code of the Sylvania Codified Ordinances, 1979, as amended by amending Section 1101.01 – Definitions and by amending Section 1153.02 – Special Uses; and declaring an emergency.”; Mr. Haynam moved, Mr. Frye seconded to refer proposed Ordinance No. 99-2024 to the Municipal Planning Commission for review and recommendation; roll call vote being: Stough, Richardson, Frye, Haynam, McCann, Hansen, Westphal; (7) yeas; (0) nays. The motion carried.

Ordinance No. 99-2024, “... Planning & Zoning... Section 1101.01...” Council Referral to Plan Commission.

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

Service Director’s letter recommending Council refer the Monroe Street Knee Wall Standards to a council committee for review and recommendation. Mr. Frye moved, Mrs. Westphal seconded to refer this information to a future Streets Committee meeting for review and recommendation after the Board of Architectural Review has reviewed it at their September 11, 2024 meeting; roll call vote being: Frye, Haynam, Stough, McCann, Richardson, Hansen, Westphal; (7) yeas; (0) nays. The motion carried.

Knee Wall Standards referred to future Streets Committee Meeting.

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

Service Director’s letter requesting authorization to begin Letters of Interest (LOI) solicitation on replacing four Rectangular Rapid Flashing Beacon (RRFB) systems with Pedestrian Hybrid Beacon (PHB) systems at local schools was placed on file. Mr. Frye moved, Mr. Richardson seconded to approve authorization to begin LOI solicitation on this project; roll call vote being: Stough, Richardson, Frye, Haynam, McCann, Hansen, Westphal; (7) yeas; (0) nays. The motion carried.

LOI for PHB replacement project at 4 local schools.

Service Director’s letter requesting authorization to begin Letters of Interest (LOI) solicitation for construction management services for the Harroun Road/Ravine Drive/Flower Hospital Traffic Signal Improvement Project was placed on file. Mr. Richardson moved, Ms. Stough seconded to approve authorization to begin LOI solicitation on this project; roll call vote being: Richardson, Haynam, McCann, Stough, Frye, Hansen, Westphal; (7) yeas; (0) nays. The motion carried.

LOI for Traffic Signal Improvement Project.

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Service Director's letter requesting authorization to begin Letters of Interest (LOI) solicitation for the Sylvania Avenue Pump Station Replacement Project was placed on file. Mr. McCann moved, Mrs. Westphal seconded to approve authorization to begin LOI solicitation on this project; roll call vote being: Stough, Richardson, Haynam, McCann, Hansen, Westphal, Frye; (7) yeas; (0) nays. The motion carried.

LOI for Sylvania Avenue Pump Station Replacement Project.

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

Service Director's letter requesting authorization to advertise for bids on the Plummer Pool Bath House Renovations project was placed on file. Ms. Stough moved, Mr. McCann seconded to approve authorization to advertise for bids on this project; roll call vote being: Stough, Richardson, McCann, Hansen, Westphal, Haynam, Frye; (7) yeas; (0) nays. The motion carried.

Request authorization to advertise for bids on Plummer Pool Bath House Renovations.

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

Mrs. Westphal presented and read aloud by title only, proposed Resolution No. 10-2024, a written copy of same having been previously furnished to each member of Council "A Resolution of the Council of the City of Sylvania supporting Sylvania Area Joint Recreation District's request to replace two levies totaling 1.25 mills; and declaring an emergency."; Mrs. Westphal moved, Mr. Hansen seconded for passage of Resolution No. 10-2024 as an emergency measure; roll call vote being: Hansen, Haynam, McCann, Stough, Westphal, Richardson, Frye; (7) yeas; (0) nays. The motion carried.

Resolution No. 10-2024, "... supporting SAJRD Levy..."

Mayor Stough stated that Council will now consider agenda item 21.

Council is in receipt of the Plan Commission's recommendation of approval of SUP #3-2024 from Brian McNulty, Flower Hospital, 5200 Harroun Road, Sylvania, Ohio 43560 for an addition to be built onto the Central Utility Plant. Mr. Haynam moved, Mr. Hansen seconded to set the Public Hearing for SUP #3-2024 for Monday, October 7, 2024 at 7:00 p.m. in City Council Chambers, 6635 Maplewood Avenue, Sylvania, Ohio 43560; roll call vote being: Hansen, Haynam, McCann, Stough, Westphal, Richardson, Frye; (7) yeas; (0) nays. The motion carried.

Set Public Hearing for 10/7/24 at 7:00pm.

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

Mr. Frye moved, Ms. Stough seconded, that no hearing be requested for the D1/D2/D3, “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/Spiritous liquor for on premises consumption only until 1:00 a.m.” permit from Element 112 LLC to Element Acquisition LLC, 5737 N. Main Street & Patio, Sylvania, Ohio 43560; roll call vote being: Hansen, Frye, Westphal, Richardson, Stough, McCann, Haynam; (7) yeas; (0) nays. The motion carried.

No objection to D1/D2/D3 liquor permit for Element Acquisition LLC at 5737 N. Main Street.

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

Mr. Frye moved, Mr. Hansen seconded to approve the Then and Now Certifications issued from February 27, 2024 through August 1, 2024; roll call vote being: Haynam, Westphal, Richardson, Frye, Stough, Hansen, McCann; (7) yeas; (0) nays. The motion carried.

Then & Now Certifications.

Mayor Stough stated all agenda items have been addressed.

Mr. Frye moved, Mr. McCann seconded to adjourn at 10:17 p.m. Roll call vote being: Frye, Richardson, Westphal, Hansen, Stough, Haynam, McCann; (7) yeas; (0) nays.

Adjournment.

Clerk of Council

Mayor



5a.

DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE DIRECTOR

September 3, 2024

To: The Mayor and Members of Sylvania City Council

Re: **Highway Safety Improvement Program (HSIP) Formal Study Request
Brint Road & Main Street and Harroun Road & Holland-Sylvania Intersections**


Dear Mr. Mayor and Council Members:

In July 2024 the Ohio Department of Transportation (ODOT) updated their Highway Safety Improvement Program (HSIP) Priority List which identifies key intersections and corridors across Ohio that should be reviewed for possible safety improvements. The intersection of Brint Road & Main Street is ranked #170 out of 514 locations in the Suburban category with a 32% injury crash rate. This is above the 30% ODOT metric and would make this intersection eligible for potential HSIP funding.

The Service Department would like to prepare a formal safety study of this intersection and add in the Harroun Road/Holland-Sylvania Road intersection. The City was unsuccessful in 2018 in securing County Engineer's Association of Ohio HSIP funds as a joint effort with the Lucas County Engineer's Office for the Harroun Road/Holland-Sylvania Road intersection. The Brint Road & Harroun Road intersection was awarded \$1,035,100 in Congestion Mitigation & Air Quality (CMAQ) funds for a roundabout improvement (scheduled for construction in 2028).

The Service Department received a proposal from DGL Consulting Engineers, LLC in the amount of \$41,000 to prepare the study and HSIP application. The goal would be to have the study completed by February 2025 and submit an application for funding consideration in March 2025. The engineering fees to conduct the study and application were not included in the 2024 budget. It is recommended this effort be funded from the 223-7611-53503 account. We would recommend approval of the DGL proposal in the amount of \$41,000. Please call if you should have any questions.

Sincerely,



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

5b.

ORDINANCE NO. 100-2024

ACCEPTING THE PROPOSAL OF DGL CONSULTING ENGINEERS, LLC TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE BRINT ROAD & MAIN STREET AND HARROUN ROAD & HOLLAND-SYLVANIA ROAD INTERSECTION IMPROVEMENT PROJECT; APPROPRIATING FUNDS THEREFORE IN THE AMOUNT OF \$41,000; AND DECLARING AN EMERGENCY.

WHEREAS, in July 2024, the Ohio Department of Transportation updated their Highway Safety Improvement Program Priority List which identifies key intersections and corridors across Ohio that should be reviewed for possible safety improvements; and,

WHEREAS, the Brint Road and Main Street Intersection has been identified as potentially eligible for grant funding based on its current safety ranking; and,

WHEREAS, the Director of Public Service requested a proposal from DGL Consulting Engineers, LLC (“DGL”) to prepare a formal safety study of this intersection and also include the Harroun Road and Holland-Sylvania Road intersection; and,

WHEREAS, the Director of Public Service, by report dated September 3, 2024, has recommended that the proposal of DGL in the amount of \$41,000 for professional services to prepare a formal safety study of the Brint Road/Main Street and the Harroun Road/Holland-Sylvania Road Intersections as well as the Highway Safety Improvement Program grant application, be approved and accepted.

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

SECTION 1. That the proposal of DGL Consulting Engineers, LLC in the amount of Forty-One Thousand Dollars (\$41,000.00) for providing professional services for the formal safety study and Highway Safety Improvement Program grant application for the Brint Road & Main Street and Harroun Road & Holland-Sylvania Intersection Improvement Project, is hereby approved and accepted.

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

SECTION 3. That to provide funds for said services hereby authorized, there is hereby



**PROVIDING
CIVIL ENGINEERING
SOLUTIONS SINCE 1926**

TRANSPORTATION

TRAFFIC / SAFETY

FACILITY / SITE
DEVELOPMENT

SURVEY

CONSTRUCTION
SERVICES

August 26, 2024

Joe Shaw, PE, PS
Safety/Service Director
City of Sylvania – Dept of Public Service
6730 Monroe Street
Sylvania, Ohio 43560

Re: Holland Sylvania/Main Street & Brint Safety Study

Dear Mr. Shaw:

DGL is excited to partner with the City of Sylvania on the subject project. The attached items detail the scope of work for a Safety Study at the intersections of Holland Sylvania and Harroun Road and Holland Sylvania/Main Street and Brint Road in Sylvania, Ohio. The study limits include 500' of each approach and the segment between Brint and Harroun.

We appreciate the opportunity to collaborate with the City of Sylvania on this important safety project. Please contact me directly should you have any questions related to the material included herein.

Sincerely,
DGL Consulting Engineers, LLC

Corrinne Lochtefeld, PE, PTOE, PTP, RSP₁
Principal, Project Manager

Maumee, Ohio
419.535.1015

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614.356.7150

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3455 Briarfield Blvd, Suite E | Maumee, Ohio 43537

Cc: Laurie Adams & Travis Jones, DGL

24284

Scope of Services

PROJECT UNDERSTANDING

The most recent HSIP Priority List included the intersection of Brint Road and Main Street at #170 on the Suburban Intersection locations. With this new safety listing and the geometric concerns at the Harroun Road and Holland Sylvania Road intersection, both intersections should be reviewed in a safety study with the potential to apply for ODOT Safety Funding.

Safety funding applications are either Systemic, Abbreviated or Formal. DGL expects a Formal “traditional” safety study to be scoped. The Formal process is for higher cost, more complex safety improvements such as turn lanes, signal or roundabout. Should the study reveal a simpler, lower cost improvement, there are other types of Safety Funding that can be sought. The intent of this study will be to provide recommendations that can be translated into a fundable safety project.

SCOPE OF WORK

The scope of work will follow ODOT’s Safety Analysis Guidelines dated November 2022. Specifically, the tasks required to prepare the safety study will include the following:

1. Crash Data and Analysis

- 1a. Obtain and review OH-1 reports for the most recent five years (2019-2023) for the corridor. Study limits will include the intersections of Holland Sylvania and Harroun Road and Holland Sylvania/Main Street and Brint Road to 500’ along each approach with roadway segment between Brint Road and Harroun to also be included.
- 1b. Obtain additional crashes from various entities, if available.
- 1c. Complete collision diagrams for the study area for the same period.
- 1d. Develop crash data summaries, graphs, and tables, utilizing ODOT CAM (Crash Analysis Module) tool for the corridor.
- 1e. Develop summary of crashes and crash history to be included in final study report.

2. Stakeholder Coordination

If deemed necessary, our team will obtain contact information from the City for study area stakeholders to include for findings and recommendations reviews. DGL will participate in meetings and calls with these stakeholders as needed to gather information about the corridor and coordinate (as directed by the City) to obtain feedback on recommended countermeasures. ODOT will be kept apprised of the process to ensure that they are prepared for a potential Safety Study submission. It is anticipated that Sylvania Township may participate in the study as a stakeholder due to the proximity of the township within the study area.

3. Existing Conditions Review and Analysis

- 3a. Perform field review of corridor. Coordinate with the City of Sylvania. Document relevant corridor details or evidence of safety issues via photo, GoPro and/or drone.
- 3b. Develop existing/future year traffic volumes. Dates to be determined at Kickoff Meeting and available funding. Future volumes will be based on appropriate growth factors developed using ODOT’s SHIFT tool, in coordination with District.

- 3c. Collect counts via video cameras. DGL will conduct an intersection turn count and two ATR's. Data will be collected with Sylvania Schools in session. Data processed will satisfy the ODOT signal warrant requirements.
- 3d. Analyze existing and future intersection capacity performance of the existing corridor. Existing/future intersection performance will be considered in potential alternatives.
- 3e. Summarize existing corridor conditions in terms of capacity, geometrics, access control, and surrounding land use. Prepare Physical Conditions Diagram to document existing conditions. Aerial photography will be used as background with appropriate line work and information pertinent to the development of countermeasures.
- 3f. Develop physical conditions write-up including existing and future traffic conditions to be included in final study report.

4. Develop Potential Alternatives

- 4a. Review and suggest appropriate countermeasures using the FHWA Safe System Roadway Hierarchy which will help characterize countermeasures and strategies for eliminating fatalities and serious injury crashes.
- 4b. Analyses associated with the proposed countermeasures.
- 4c. Provide a summary of conclusions and list of recommendations and improvements. Recommendations to be shown on a Conceptual Plan and prepared with sufficient detail to develop planning level cost estimates for use in cost benefit analysis. An aerial photo will be used as background upon which will be shown the recommendations. An evaluation of environmental and utility impacts and associated cost implications are specifically excluded.

5. Preferred Alternative Analysis

- 5a. Prepare ECAT analysis, including cost/benefit analysis for the preferred countermeasures.
- 5b. Create cost estimate for preferred alternative(s).

6. Prepare Safety Study Report

- 6a. Prepare draft study report along with executive summary with purpose and need statement, background, previously implemented countermeasures, probable causes, and recommended alternatives. The draft final report will be delivered to the City of Sylvania and ODOT District 2 for review and comment. Reviews from other Stakeholders will be requested at the discretion of the City. All comments are anticipated to be received within two weeks of draft delivery.
- 6b. Prepare final study report addressing comments received from the City, ODOT D2. The final report will be delivered within 30 days of receipt of comments.

7. Task Order Management

- 7a. Initial task-specific accounting setup.
- 7b. Monthly task status calls are not expected but DGL offers one call at the completion of analyses, one call following Safety Study review and one call prior to the Safety Application presentation.

8. Develop/Submit Safety Funding Application

- 8a. Complete a formal application for safety funding for March 2025 Application. Prepare a formal safety funding application for the preferred safety recommendations and project concept.
- 8b. Prepare a one-page project summary. The preferred countermeasures eligible for safety funding will be summarized on a one-page summary format defined by ODOT.
- 8c. Prepare PowerPoint slide deck summarizing project background, crash history, proposed countermeasure, application summary including BC ratio, funding plan, and schedule, and construction cost estimates.
- 8d. Present the project to the ODOT Safety Committee as a part of the safety application process.

EXCEPTIONS

DGL understands that the scope of work excludes the following tasks:

- 1) Public involvement
- 2) Environmental documentation
- 3) Engineering/design of alternative concepts/designs.
- 4) Survey, utility, or right-of-way data collection.


PROJECT SCHEDULE AND COSTS

Completion of this study is anticipated to take five (5) months to complete with a draft study available in mid-February 2025. Should the City move ahead with funding, the Safety Application will be completed for the March 31, 2025, funding cycle. It is expected that the task will be completed one month after draft submission.

The proposed cost estimates for the consulting services as outlined herein are for a total of \$41,000.00. The costs are broken down on the enclosed Agreement for Professional Services.

An Agreement for the Provision of Limited Professional Services

DGL Consulting Engineers, LLC (DGL) 3455 Briarfield Blvd., Suite E Maumee, Ohio 43537 P: 419.535.1015	Client: City of Sylvania Attn: Joe Shaw, PE, PS 6730 Monroe Street Sylvania, Ohio 43560														
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Project Name Holland Sylvania/Main Street & Brint Safety Study</td> <td style="width: 40%;">Project No. 24242</td> </tr> <tr> <td colspan="2">Location Sylvania, Ohio</td> </tr> <tr> <td colspan="2">Scope of Services & Fee Arrangement</td> </tr> <tr> <td colspan="2"><i>See Scope of Services Attachment for additional information</i></td> </tr> <tr> <td style="width: 70%;">Safety Study</td> <td style="text-align: right;">\$34,000.00</td> </tr> <tr> <td>Safety Study Application</td> <td style="text-align: right;">\$7,000.00</td> </tr> <tr> <td>Total</td> <td style="text-align: right;">\$41,000.00</td> </tr> </table>		Project Name Holland Sylvania/Main Street & Brint Safety Study	Project No. 24242	Location Sylvania, Ohio		Scope of Services & Fee Arrangement		<i>See Scope of Services Attachment for additional information</i>		Safety Study	\$34,000.00	Safety Study Application	\$7,000.00	Total	\$41,000.00
Project Name Holland Sylvania/Main Street & Brint Safety Study	Project No. 24242														
Location Sylvania, Ohio															
Scope of Services & Fee Arrangement															
<i>See Scope of Services Attachment for additional information</i>															
Safety Study	\$34,000.00														
Safety Study Application	\$7,000.00														
Total	\$41,000.00														
Retainer Amounts \$00.00 due with signed contract. <i>Note: DGL can accept credit card payments with an additional 3% service fee.</i>															
Special Conditions															

Offered by: DGL Consulting Engineers, LLC	
	
Signature	
Corinne Lochtefeld, PE, PTOE, PTP, RSP ₁ Principal Project Manager	
Printed Name / Title	

Accepted by: City of Sylvania			
Signature	Date	Signature	Date
Craig A. Stough - Mayor		Toby A. Schroyer - Finance Director	
Printed Name / Title		Printed Name / Title	
<i>Signature indicates the authority to bind the company to the terms herein</i>		<i>Signature indicates the authority to bind the company to the terms herein</i>	

The Terms and Conditions at the end of this price proposal are part of this Agreement.

DGL CONSULTING ENGINEERS, LLC (DGL) TERMS & CONDITIONS

Fee

The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Service, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Reimbursable expenses will include a mark-up of 1.10%. Any change in scope will be discussed prior to additional services being rendered.

Billings/Payments (Applies when Full Payment is not received prior to start of work)

Invoices for services and reimbursable expenses shall be submitted, at DGL's option, either upon completion of the services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. A service charge of 1.5% (or the maximum legal rate) per month will be applied to the unpaid balance after 30 days from the invoice date. DGL shall have the right to suspend/terminate services if payment is not received within 60 days after the invoice date and DGL shall have no liability for any resultant delays or damages incurred by Client as a result of such suspension/termination. Retainers shall be credited on the final invoice. The Client agrees to pay all costs of collection, including reasonable attorney's fees.

Standard of Care

In providing services under this agreement, DGL will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. DGL will perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of DGL's part of the Project. Regardless of any other term or condition of this Agreement, DGL makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

Consequential Damages

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither the Client nor DGL shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business or income or any other consequential damages that either party may have incurred from any cause of action whatsoever.

Hidden Conditions (Optional, use if existing structure or project)

A condition is hidden if concealed by existing finishes or structure or is not capable of investigation by reasonable visual observation. If DGL has reason to believe that a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition. If (1) the Client fails to authorize such investigation after such notification, or (2) DGL has no reason to believe that such a condition exists, DGL shall not be responsible for the existing conditions or any resulting damages or losses resulting therefrom.

Hazardous Materials/Mold

DGL shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form including mold. DGL shall have no responsibility for an existing or constructed building that may, as a result of post-construction, use, maintenance, operation or occupation, contain or be caused to contain mold substances which can present health hazards and result in bodily injury, property damage and/or necessary remedial measures and costs.

Indemnifications

The Client agrees, to the fullest extent permitted by law, to indemnify and hold DGL and its subconsultants harmless from and against any and all damage, losses or cost (including reasonable attorneys' fees and defense costs) caused in whole or in part by its acts, errors or omissions and those of anyone for whom they are legally liable. DGL further agrees, subject to Risk Allocation below, to indemnify the Client for damages to the extent arising from its own negligent errors acts or omissions.

Risk Allocation (Fill in the amount)

In recognition of the relative risks and benefits of the Project to both the Client and DGL, the Client agrees, to the fullest extent permitted by law, to limit DGL's total liability to the Client or anyone making claims through the client, for any and all damages or claim expenses (including attorney's fees) arising out of this Agreement, from any and all causes, to the total amount of \$____,000 or the amount of DGL's fee, whichever is greater.

Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, the Client shall pay DGL for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Betterment

If a required item or component of the Project is omitted from DGL's documents, DGL shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been included or required in DGL's original documents. In no event will DGL be responsible for any costs or expense that provides betterment or upgrades or enhances the value of the Project.

Ownership of Documents

All documents produced by DGL under this agreement, including electronic files, shall remain the property of DGL and may not be used by this Client for any other purpose without the written consent of DGL. Any such use or reuse shall be at the sole risk of Client who shall defend, indemnify and hold DGL and its subconsultants harmless from any and all claims and/or damages arising therefrom. Electronic files are not contract documents and cannot be relied upon as identical to contract documents because of changes or errors induced by translation, transmission, or alterations while under the control of others. Use of information contained in the electronic files is at the user's sole risk and without liability to DGL and its subconsultants.

Defects in Service

The Client shall promptly report to DGL any defects or suspected defects in DGL's services. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like agreement. Failure by the Client and the Client's contractors or subcontractors to notify DGL shall relieve DGL of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Construction Activities

DGL shall not be responsible for the acts or omissions of any person performing any construction Work or for instructions given by the Client or its representatives to any one performing any construction Work, nor for construction means and methods or job-site safety.

Dispute Resolution

Any claim or dispute between the Client and DGL shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator. If the Parties cannot agree upon a mediator the claim or dispute shall be submitted to the American Arbitration Association (AAA) for mediation in accordance with the Construction Arbitration and Mediation Rules of the AAA then in effect.

Relationship of the Parties

All services provided by DGL are for the sole use and benefit of the Client. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or DGL.

Entire of Agreement

This Agreement constitutes the entire agreement between the parties and these Terms & Conditions may only be amended by written agreement by both Parties. Should any portion of this Agreement is found to be illegal or enforceable, such portion shall be deleted and the balance shall remain in effect.

Applicable Law

The law applicable to this Agreement is the state of the Project location.

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ORDINANCE NO. 101-2024

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AN AGREEMENT FOR THE REGIONAL ADDICTION DIVERSION PROGRAM AT THE CORRECTIONAL TREATMENT FACILITY, ON BEHALF OF THE CITY OF SYLVANIA, OHIO, WITH THE BOARD OF LUCAS COUNTY COMMISSIONERS; AND DECLARING AN EMERGENCY.

WHEREAS, since 2015, the Sylvania Municipal Court has participated in the Regional Addiction Diversion Program through the Board of Lucas County Commissioners; and,

WHEREAS, Ordinance No. 62-2019, passed July 15, 2019, authorized the Mayor and Director of Finance to enter into an Agreement with the Regional Addiction Diversion Program on behalf of the City of Sylvania with the Board of Lucas County Commissioners for the provision of Regional Addiction Diversion Program to Sylvania Municipal Court; and,

WHEREAS, Ordinance No. 64-2022, passed July 18, 2022, authorized the Mayor and Director of Finance to enter into an Agreement with the Regional Addiction Diversion Program on behalf of the City of Sylvania with the Board of Lucas County Commissioners for the provision of Court Addiction Diversion Services to Sylvania Municipal Court; and,

WHEREAS, the City of Sylvania and Sylvania Municipal Court desire to continue to participate in the Regional Addiction Diversion Treatment Program (“RAD”); and,

WHEREAS, the proposed Agreement with the Board of Lucas County Commissioners for the Work Release RAD Program to the Sylvania Municipal Court which will give Sylvania Municipal Court one and one-half reserved beds in the program; and,

WHEREAS, the total annual cost for the City’s participation in the RAD Program is \$15,576.38, which reflects the per diem rate of \$85.35 per bed.

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 an Agreement with the Board of Lucas County Commissioners, in the form and substance of "Exhibit A" this Council hereby agreeing to appropriate the necessary funds for payment required under said Agreement.

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 authorized immediately to provide one and one-half reserved beds in the RAD Treatment Program. 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

AGREEMENT FOR THE REGIONAL ADDICTION DIVERSION PROGRAM (RAD)

AT THE CORRECTIONAL TREATMENT FACILITY

BY AND BETWEEN

THE CITY OF SYLVANIA

AND

THE BOARD OF COMMISSIONERS OF LUCAS COUNTY, OHIO

APPROVED BY

THE CORRECTIONAL TREATMENT FACILITY

AND

THE SYLVANIA COURT

This Memorandum of Understanding (MOU) is entered into this 1st day of July , 2024, by and between the City of Sylvania, Ohio (hereinafter referred to as "City") and the Facility Governing Board (hereinafter referred to as "FGB"). The Correctional Treatment Facility (herein referred to as "CTF"), and the Sylvania Municipal Court (herein referred to as ("SMC")), have approved such as to content. This Agreement addresses the provision of regional addiction services through The Correctional Treatment Facility RAD Program Agreement to the SMC.

WHEREAS, the Facility Governing Board, is authorized to implement a Correctional Treatment Facility ("CTF") Program; and

WHEREAS, it has been determined that participation in The Correctional Treatment Facility Regional Addiction Diversion Treatment Program ("RAD") is by the rehabilitation of convicted offenders; and

WHEREAS, City is authorized to enter into this Agreement with CTF as approved by motion passed on _____.

NOW THEREFORE, for the good and valuable consideration as hereinafter provided by the parties as follows:

Section I- Scope of Services

- 1.1 The Correctional Treatment Facility (“CTF”) shall accept referrals from the Sylvania Municipal Court (“SMC”) for participation in the CTF RAD program; and shall provide all other necessary services (as defined by CTF policies and procedures) to the participants therein. SMC will have 1.5 guaranteed residential beds, unless notice of the Department’s inability to accept referrals is provided in accord with Sections 1.4 and 1.5 below.
- 1.2 The Executive Director of The Correctional Treatment Facility shall administer the RAD program in accordance with the policies and procedures approved by CTF Facility governing board, maintain accurate records as to the SMC participants, and respond to SMC requests. Appendix A, The CTF RAD Program Description, is hereby incorporated in and made a part of this Agreement.
- 1.3 SMC, in availing itself of the services of CTF, agrees to abide by the established policies and procedures of CTF and further acknowledges the authority of the Executive Director of CTF to reject any SMC referral that is a.) found unsuitable by CTF staff in accordance with established screening procedures; b.) placed in CTF RAD Program status without first undergoing screening procedures; c.) guilty of any infraction of CTF regulations.
- 1.4 In the event of reduced funding for CTF, it is understood that limitations may be placed upon the number of RAD Program referrals accepted from SMC. In the event that significant personnel reductions occur and the capacity of the program is reduced, there may be an inability to accept any referrals from the SMC by the Department.
- 1.5 Notice of any limitations to accept referrals will be provided to the SMC by the Department. If the number of residential beds available for referrals from SMC drops below 2, there shall be an adjustment to the fees payable under Section III, which adjustment shall be calculated using the stated per diem rate.
- 1.6 In the event of unforeseen budget constraints on the part of the City and/or SMC, the City and SMC may terminate this agreement due to insufficient funding. Notice of the termination would be provided to CTF and the Board by SMC.

Section II- Term and Option

- 2.1 This Agreement is effective as of July 1, 2024, and ends June 30, 2025.
- 2.2 The original Agreement may be extended by mutual written agreement of the Parties for an additional 12 month period beginning on July 1, 2025, and ending June 30, 2026. Any change in Fees and per diem rates for the extension period shall be mutually agreed to by the Parties in writing.

Section III- Fees and Invoicing

- 3.1 In addition to paying for its 16 beds, the Toledo Municipal Court acknowledges that its annual fee includes payment for 5 beds for use by the suburban municipal courts of Maumee, Oregon, and Sylvania. Funds for these 5 beds are part of a Probation Improvement and Incentive Grant awarded to the Toledo Municipal Court, which are earmarked to help fund the RAD Program as a regional program for Lucas County Municipal Courts.
- 3.2 For the initial term, the City agrees to pay annually to the order of the Treasurer of Lucas County c/o Correctional Treatment Facility, for the above services, a total annual fee in the amount of \$15,576.38, which reflects an agreed upon per diem rate of \$85.35 for 365 bed days, divided by two.
- 3.3 CTF will invoice the SMC annually for the CTF RAD Program. The SMC agrees to pay the full amount of each invoice within 30 days of receipt. SMC shall pay the invoice to the order of the Treasurer of Lucas County c/o Correctional Treatment Facility. The FGB reserves the right to terminate or reduce services based on non-payment of invoices.
- 3.4 In the first 60 days following the end of the calendar year, the FGB or CTF shall prepare and deliver to the City a recap of the actual utilization by the SMC of the services covered under this agreement during the preceding calendar year.

Section IV- Medical Treatment/Costs

All medically-related costs, including hospitalizations, shall be the responsibility of the offender. In the event the offender requires hospitalization, CTF staff will notify the SMC, so a decision can be made to place the offender on a furlough for medical treatment, or the Sentencing Judge can modify the offender's sentence and grant an immediate release.

Section V- Liability

- 5.1 The FGB shall be solely liable for any and all liabilities, losses, obligations, claims, damages, penalties, suits, actions, judgements, costs, and expenses of whatever nature, which are incurred or brought as a result of injury to or death of persons or damages to or loss of property caused by acts or omissions to act of the FGB, its Officers, Agents, Servants, and Employees, arising out of the performance of this Agreement, except where the separate intervening negligence of the City, its Officers, Agents, Servants, and Employees, or a third party is a proximate cause of the accident, injury, death or damage to property.
- 5.2 The City shall be solely liable for any and all liabilities, losses, obligations, claims, damages, penalties, suits, actions, judgements, costs, and expenses of whatever nature, which are incurred or brought as a result of injury to or death of persons or damages to or loss of property caused by acts or omissions to act the FGB, its Officers, Agents, Servants, and Employees, arising out of the performance of this Agreement, except where the separate intervening negligence of the FGB, its Officers, Agents, Servants, and Employees, or a third party is a proximate cause of the accident, injury, death or damage to property.

Section VI- Termination

- 6.1 This Agreement may be terminated by either party with or without cause upon 30 days written notice to the Executive Director of The Correctional Treatment Facility, and to the Presiding Judge of the Sylvania Municipal Court and the Mayor of the City of Sylvania. In the event there is no alternative residential program immediately available to the then participating SMC offenders as of the date of termination of the Agreement, CTF agrees to allow these offenders to complete their treatment at The CTF RAD Program.
- 6.2 There Shall be no fees payable after the date of termination, except to the extent that services are continued to be provided to participating SMC offenders subsequent to the termination, plus any per diem amounts due for participating SMC offenders completing their treatment at CTF RAD Program after the termination date.

Section VII- Amendment

This Agreement may be amended from time to time in writing by the parties,

provided that such amendment shall be attached hereto, signed by the parties, and become a part hereof.

Section VIII- Assignment

Neither party may assign or transfer rights and obligations under this Agreement without the consent of the other party

Section IX- Non-Discrimination

Each party is to this Agreement shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, ancestry, disability, sexual orientation or marital status.

Section X- Compliance with Laws

The Correctional Treatment Facility and FGB shall comply with all federal and/or State of Ohio constitutions, laws, or regulations, rules and/or the Charter or laws of the City of Sylvania now or hereafter in force, which may be applicable to CTF. Any covenant or provision of this Agreement shall be void and unenforceable to the extent that it violates federal or State of Ohio constitutions, laws, or regulations, rules and/or the Charter or laws of the City of Sylvania.

Section XI- Governing Law

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

Section XII- Notices

Any notice or other communications required or permitted under this Agreement will be in writing and will be deemed sufficiently given when delivered in hand, email, or three (3) days after being mailed by first-class United States mail, postage prepaid, and in each instance addressed as follows:

In the case of City:

Sylvania Municipal Court
Attention: Judge Michael Bonfiglio
6700 Monroe St.
Sylvania, OH 43560
Email: clerk@Sylvaniacourt.com

In the case of Department:
Correctional Treatment Facility
Attention: Bud Hite, Executive Director
1100 Jefferson Ave.
Toledo, Ohio 43604
Email: bhite@co.lucas.oh.us

Department and/or City may from time to time change its designated recipient or address for notification purposes by giving written notice of the new designated recipient or address and the date upon which it will become effective.

Section XIII- Captions and Interpretation

The Article and Section captions are for reference and convenience only, and shall not enter into the interpretation of this Agreement.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed as of the date and year stated above.

CITY OF SYLVANIA

Craig A. Stough, Mayor

Date

APPROVED AS TO CONTENT

SYLVANIA MUNICIPAL COURT

Michael A. Bonfiglio, Judge

Date

APPROVED AS TO FORM

City of Sylvania Law Department

Date

APPROVED AS TO CONTENT

Bud Hite, Executive Director

Date

7

ORDINANCE NO. 102-2024

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AN AGREEMENT WITH LOUISVILLE TITLE AGENCY FOR N.W. OHIO, INC., TRUSTEE OF WHOM 2511 OREGON, LLC IS THE BENEFICIAL OWNER FOR FAÇADE/SIGN IMPROVEMENTS AT SOUTHBRIAR SHOPPING CENTER, 4981 S. MAIN ST., SYLVANIA, OHIO; AND DECLARING AN EMERGENCY.

WHEREAS, Louisville Title Agency for N.W. Ohio, Inc., Trustee of whom 2511 Oregon, LLC is the beneficial owner purchased the property located at 4981 S. Main Street, Sylvania, Ohio more commonly known as the Southbriar Shopping Center on December 5, 2022; and,

WHEREAS, due to the current track design of the façade, signs that new tenants wish to install exceed the maximum permitted wall sign square footage as set forth in Sylvania Codified Ordinance Chapter 1166; and,

WHEREAS, the owner of the property has requested that he have until December 31, 2026 to construct a new façade for the property that will enable signs to be installed that meet the City's Sign Code requirements and that tenants be permitted to install signs up to 40 square feet per business, per store front; and,

WHEREAS, the Directors of Law and Public Service have recommended the Agreement, a copy of which is attached hereto as "Exhibit A", be approved.

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 an Agreement, on behalf of the City of Sylvania, with Louisville Title Agency for N.W. Ohio, Inc., Trustee, of whom 2511 Oregon, LLC is the beneficial owner, as set forth on the attached "Exhibit A."

SECTION 2. It is hereby found and determined that all formal actions of this Council

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

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

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

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2024, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council
APPROVED:

Director of Law

Mayor

Date

AGREEMENT

This Agreement made this ___ day of August, 2024 between the City of Sylvania, an Ohio municipal corporation, with a mailing address of 6730 Monroe St., Sylvania, Ohio 43560 (hereafter "City") and Louisville Title Agency for N.W. Ohio, Inc., Trustee, an Ohio corporation Owner, with a mailing address of 1545 Holland Rd., Ste. K, Maumee, OH 43537 (hereafter "Owner"). Owner and City are referred to collectively herein as the "Parties."

WITNESSETH:

WHEREAS, Owner, in its capacity as title holding trustee for the benefit of 2511 Oregon, LLC, purchased the property located at 4981 S. Main Street, Sylvania, Ohio, more commonly known as the Southbriar Shopping Center (hereafter "Property") on December 5, 2022, which Property is legally described on Exhibit "A", attached hereto; and,

WHEREAS, due to the current track design of the façade, signs that new tenants wish to install exceed the maximum permitted wall sign square footage as set forth in Sylvania Codified Ordinance Chapter 1166; and,

WHEREAS, in order to provide a transition period for Owner's beneficial title holder to renovate the existing façade while also permitting the tenants of the Property to install signage for their businesses, the City has agreed to provide a temporary waiver of the maximum permitted wall sign square footage as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Owner, by and through its beneficial title holder, shall, subject to Property vacancies and/or economic downturns affecting similarly situated commercial centers, use best efforts to construct and install a new sign façade at the Property on or before December 31, 2026 (sometimes, the "Sign Façade"). The City shall provide Owner's beneficial title holder access all available funding resources offered by or through the City or its affiliated entities, including state agencies, in order to complete the Sign Façade.
2. Owner shall submit a plan for the façade improvements and installation to the City of Sylvania Board of Architectural Review (the "Board") on or before December 31, 2025; the Board's approval of the plan shall not be unreasonably withheld, conditioned ore delayed.
3. The Property is currently zoned B-2 and is controlled by Sylvania Codified Ordinance Section 1166.11 – Signs Permitted in B-2 General Business District (the "Code").

4. From the date of this Agreement until December 31, 2026 (the "Excess Square Footage Permittance Date"), the City will permit signs to be installed for new and existing tenants at the Property in excess of the maximum permitted wall square footage under the Code, which maximum square footage is presently up to 40 sq. ft. per business or storefront. The City acknowledges and will permit the panels of the sign to be larger than 40 sq. ft. to allow for proper installation of the panels on the existing façade. In addition, the background of the signs should be one color across the façade (as shown on the attached "Exhibit A"). Notwithstanding anything in this Section 4 or elsewhere in this Agreement to the contrary, if circumstances beyond the reasonable control of Owner's beneficial title holder, including vacancies at the Property and/or economic downturns affecting similarly situated commercial centers, require, in the reasonable commercial opinion of Owner's beneficial title holder, an extension of the Excess Square Footage Permittance Date, Owner or beneficial title holder will submit such extension request in writing to the City and the City will not unreasonably withhold, delay or condition such extension request. .
5. The requested new or updated signs for tenants at the Property must still comply with all other City of Sylvania Zoning and Board of Architectural Review requirements. The Board's approval for such signs shall not be unreasonably withheld, conditioned or delayed.
6. Owner agrees not to permit any Tenants to install illuminated tube light signage or lighting in the windows of Property.
7. If Owner's beneficial title holder sells the Property to a non-affiliated party prior to completion of the new Sign Façade, Owner will cause beneficial title holder to pay the City a non-completion premium in the amount of \$5,000 as the City's sole and exclusive remedy for such non-completion.

If 2511 Oregon is ordered to sell the property by the Lucas County Court of Common Pleas Domestic Relations Division prior to completion of the new Sign Façade, 2511 Oregon shall notify the City of the Court Order and 2511 Oregon shall be exempted from and need not pay the \$5,000 non-completion premium.

8. Any written notice to the City required under this Agreement shall be delivered by Certified U.S. mail, overnight courier or e-mail to the City at:

Leslie B. Brinning, Director of Law
City of Sylvania
6730 Monroe St.
Sylvania, OH 43560
e-mail: lbrinning@cityofsylvania.com

Any written notice to Owner required under this Agreement shall be delivered by Certified U.S. Mail, overnight courier or e-mail at:

Mr. Ivan Iliev
1545 Holland Rd., Ste. K
Maumee, OH 43537
e-mail: ivaniliev.ibm@gmail.com

9. All Parties will be deemed to have read the Agreement and to have received legal counsel regarding its terms.

10. The Agreement will be deemed drafted by all Parties and will not be interpreted in favor of any Party.
11. Should any provision of the Agreement be declared or determined by any Court to be illegal and invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and the illegal or invalid part, term or provision shall be deemed not to be a part of the Agreement.
12. This Agreement shall survive the cessation or termination of any agreements contained herein; provided, however, upon completion of the Sign Façade, this Agreement and all of its agreements contained herein shall automatically terminate and the Parties shall record a memorandum of termination of this Agreement, or like document, in the Office of the Lucas County, Ohio stating that all obligations and covenants set forth herein have been satisfied and this Agreement and any restrictions or duties contained herein are void and of no force or effect.
13. This Agreement will be governed by, and will be construed in accordance with, the laws of the State of Ohio, notwithstanding any conflict of law provision to the contrary.
14. The Parties agree that the sole proper and appropriate forum for jurisdiction of any action, suit or proceeding based on or arising out of this Agreement is the Lucas County, Ohio, Court of Common Pleas.
15. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. Moreover, copies, shall be deemed an original.
16. This Agreement not only sets forth the entire agreement and settlement of the disputes between the Parties hereto, but fully supersedes any and all prior discussions, agreements or understandings between or amount the Parties. The Parties stipulate and agree that the settlement provided for herein is not and shall not be construed to be evidence of or any admission or concession of wrongdoing by any Party hereto. The Parties have entered into this Agreement to compromise disputed claims and to avoid the cost and expense of litigation. Nothing contained herein shall constitute an admission of any liability by either Party.

Louisville Title Agency for N.W. Ohio, Inc., Trustee
an Ohio corporation

By:


James Lindsay, President

CITY OF SYLVANIA, an Ohio
Municipal Corporation

By: _____

Craig A. Stough, Mayor

By: _____

Toby A. Schroyer,
Director of Finance

NOTARIAL CLAUSES APPEAR ON FOLLOWING PAGE

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this ____ day of August, 2024 by Craig A. Stough, Mayor, and Toby A. Schroyer, Director of Finance, respectively, of the City of Sylvania, an Ohio Municipal Corporation, on behalf of the corporation.

Notary Public

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this 28th day of August, 2024 by James Lindsay as President of Louisville Title Agency for N.W. Ohio, Inc., Trustee, on behalf of the corporation.



Notary Public



TINA MARIE NUNN
Notary Public - State of Ohio
My Commission Expires Aug. 10, 2028





DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE DIRECTOR

September 3, 2024

To: The Mayor and Members of Sylvania City Council

Re: **Letters of Interest (LOI) for Design Engineering Services
LUC-Brint & Harroun Roundabout (PID 120824)**

Dear Mr. Mayor and Council Members:


On July 17, 2023 City Council authorized the Service Department to submit a grant application for funding consideration in the July 2023 solicitation for eligible projects in the TMACOG Congestion Mitigation & Air Quality (CMAQ) Program (Res. 7-2023).

The City's application was for a roundabout improvement project at the intersection of Brint Road and Harroun. The total cost of the project was \$1,998,896 and we requested \$1,035,100 in funding assistance. In August 2023 the Service Department was notified our application was successful.

The next step in this process is to request Letters of Interest (LOI) from engineering consultants to design the project. City staff members will review the LOI's and select the most qualified consultant to complete the design. Once the consultant is selected the City will enter into fee negotiations with the goal of having a consultant ready to initiate work by January 2025.

We would request authorization to begin the LOI solicitation. Please call with any questions.

Sincerely,



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



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OFFICE OF THE MAYOR
CRAIG A. STOUGH, MAYOR

August 30, 2024

TO THE MEMBERS OF SYLVANIA CITY COUNCIL:

RE: Re-Appointment to the Toledo Area Regional Transit Authority Board

Dear Council Members:

Ms. Mary Morrison was first appointed as the City's representative on the Toledo Area Regional Transit Authority ("TARTA") Board in 2019 and was re-appointed in 2021. Ms. Morrison has expressed her interest in continuing to serve as the City's representative to the TARTA Board.

In addition to serving as the City's representative to the TARTA Board, Ms. Morrison has served as the President of the Sylvania Community Action Team (now known as Sylvania Prevention Alliance), is a member of the Solomon Foundation Board, a life-time member of the Old News Boys Association, past Chair and Council member of the Professional Staff Association at the University of Toledo.

Therefore, I am pleased to announce the re-appointment of Ms. Mary Morrison to the Toledo Area Regional Transit Authority Board and request that you confirm this appointment.

Respectfully submitted,

Craig A. Stough
Mayor

CAS/lb