

**Sylvania City Council**

October 7, 2024

**7:00 p.m. Public Hearing – SUP #3-2024**

ProMedica Flower Hospital Addition to Existing Central Utility Plant

**7:00 p.m. Public Hearing – ZA #1-2024**

Mercurio Developers Zoning Change Request for 5142 W. Alexis Rd.

**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. Haynam.
3. Additions to the agenda.
4. Approval of the Council meeting minutes from September 16, 2024.
5. Inside the Five update.
6. Report of Public Hearing held this date on SUP #3-2024, ProMedica Flower Hospital Addition to Existing Central Utility Plant.
  - a. Certificate of Notice for Application and Mailing List.
7. Report of Public Hearing held this date on ZA #1-2024, Mercurio Developers Zoning Change Request for 5142 W. Alexis Rd.
  - a. Certificate of Notice for Application and Mailing List.
8. Monroe Street Traffic Signal Upgrades (Fifth Third/Corey/ProMedica Health & Wellness Center)
  - a. Service Director's letter on contract modification proposal from DGL.
  - b. Proposed Ordinance No. 106-2024, Authorizing the Mayor and Director of Finance approve the amendment to the City's agreement with DGL Consulting Engineers, LLC to reflect the work for the plan revision for this project.
9. Plummer Pool Bath House Renovations
  - a. Service Director's letter recommending approval of the Pass-Through Grant Agreement with ODNR.
  - b. Proposed Ordinance No. 107-2024, Authorizing the Mayor and Director of Finance to enter into a Pass-Through Grant Agreement between the State of Ohio, Department of Natural Resources and the City of Sylvania for this project.
  - c. Service Director's letter requesting bid approval for this project.
  - d. Proposed Ordinance No. 108-2024, Accepting the bid from and Tassel Construction Corporation and awarding the contract for this project to same.

10. McCord Road Resurfacing Project Change Order No. 1 (Final)
  - a. Service Director's letter recommending approval of this change order.
  - b. Proposed Ordinance No. 109-2024, Authorizing the Mayor and Director of Finance to approve Change Order No. 1 (Final) to this City's agreement with Henry W. Bergman, Inc. for this project.
  
11. Main Street Reconstruction Project Change Order No. 1
  - a. Service Director's letter recommending approval of Change Order No. 1.
  - b. Proposed Ordinance No. 110-2024, Authorizing the Mayor and Director of Finance to approve Change Order No. 1 to this City's agreement with Geddis Paving & Excavating for this project.
  
12. Proposed Ordinance No. 111-2024, Amending Chapter 951 – Street, Park, and Other Trees of the Sylvania Codified Ordinances, 1979, as amended.
  
13. Service Director's letter requesting to advertise for bids on the Downtown Transportation Improvements (Phase 1) Project.
  
14. Committee reports.
  
15. Committee referrals.

**INFORMATION**

NONE

Minutes of the Meeting of Council  
September 16, 2024

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The Council of the City of Sylvania, Ohio met in regular session on September 16, 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. Hansen.

Pledge of  
Allegiance.

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

Additions to the agenda:

Item #21 – Executive Session to discuss purchase/sale of real estate.

Mr. Frye moved, Mr. McCann 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 September 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 September 3, 2024 be approved; roll call vote being: Frye, Haynam, Hansen, McCann, Richardson, Stough; (6) yeas; (0) nays. The motion carried.

Approval of the  
Sept. 3, 2024  
Meeting minutes.

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

Assistant Chief, Jeffrey Bennett, from the Sylvania Township Fire Department gave a brief presentation on the need for the November, 2024 Fire Levy. Chief Chris Nye, Oliver Turner and Susan Nowak were also in attendance.

Twp. Fire Levy  
Presentation.

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

Service Director, Joe Shaw, introduced the new Deputy Service Director, Eric Barnes.

Introduction of  
Dep. Service  
Director Eric  
Barnes.

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

Service Director's letter on recommending contract award was placed on file. Mr. Richardson presented and read aloud by title only, proposed Ordinance No. 103-2024, a written copy of same having been previously furnished to each member of Council "Accepting the bid of Helms and Sons Excavating, Inc. and awarding the contract for the Harroun Road and Ravine Drive Intersection Improvement Project to same; authorizing the expenditure for the improvements in the amount of \$1,401,475.50; appropriating funds therefore; and declaring an emergency."; Mr. Richardson moved, Mr. Hansen seconded for passage of Ordinance No. 103-2024 as an emergency measure; roll call vote being: Hansen, Frye, Haynam, Stough, McCann, Richardson; (6) yeas; (0) nays. The motion carried.

Ordinance No.  
103-2024, "...  
Helms & Sons...  
Harroun/Ravine  
Intersection Imp.  
Project..."

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

Service Director's letter on Change Order No. 1 (Final) approval recommendation was placed on file. Mr. Richardson presented and read aloud by title only, proposed Ordinance No. 104-2024, 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. 1 (Final) to this City's agreement with Helms and Sons Excavating, Inc. for the Monroe and Harroun Improvement Project; decreasing the contract amount by \$56,605.67; and declaring an emergency."; Mr. Richardson moved, Mr. Haynam seconded for passage of Ordinance No. 104-2024 as an emergency measure; roll call vote being: Richardson, Stough, Hansen, Frye, Haynam, McCann; (6) yeas; (0) nays. The motion carried.

Ordinance No.  
104-2024,  
"...Change Order  
No. 1(Final)...  
Helms & Sons...  
Monroe/Harroun  
Imp. Project..."

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

Mr. Haynam presented and read aloud by title only, proposed Ordinance No. 105-2024, a written copy of same having been previously furnished to each member of Council "Approving the banner application of the Sylvania Area Chamber of Commerce; authorizing the Zoning Administrator to indicate such approval on behalf of the City of Sylvania; and declaring an emergency."; Mr. Haynam moved, Mr. Hansen seconded for passage of Ordinance No. 105-2024 as an emergency measure; roll call vote being: Hansen, Frye, Stough, Haynam, McCann, Richardson; (6) yeas; (0) nays. The motion carried.

Ordinance No.  
105-2024, "...  
Lourdes Banner  
Application..."  
(Fall Festival).

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

Service Director's letter requesting authorization to pursue OPWC grant funds was placed on file. Mr. Richardson presented and read aloud by title only, proposed Resolution No. 13-2024, a written copy of same having been previously furnished to each member of Council "A Resolution authorizing the Mayor and Director of Finance to file an Ohio Public Works Commission Grant application for Pedestrian Hybrid Beacons and the Monroe Street/Main Street/Summit Street Signal Improvement Project; and declaring an emergency."; Mr. Richardson moved, Ms. Stough seconded for passage of Resolution No. 13-2024 as an emergency measure; roll call vote being: Richardson, Stough, Hansen, Frye, Haynam, McCann; (6) yeas; (0) nays. The motion carried.

Resolution No.  
13-2024,  
"...OPWC Grant  
Appl...PHB...  
Monroe/Main/  
Summit Signal  
Imp. Project..."

Service Director's letter requesting authorization to pursue OPWC grant funds was placed on file. Mr. Richardson presented and read aloud by title only, proposed Resolution No. 14-2024, a written copy of same having been previously furnished to

Resolution No.  
14-2024,  
"...OPWC Grant

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each member of Council “A Resolution authorizing the Mayor and Director of Finance to file a grant application with the Ohio Public Works Commission for the US23/ Monroe Street Interchange Project; and declaring an emergency.”; Mr. Richardson moved, Mr. Hansen seconded for passage of Resolution No. 14-2024 as an emergency measure; roll call vote being: Richardson, Frye, Hansen, Haynam, McCann, Stough; (6) yeas; (0) nays. The motion carried.

Appl...US23/  
Monroe Street  
Interchange  
Project...”

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

Service Director’s letter on Knee Wall Standards requesting referral to Council Committee for review was placed on file. City Council briefly discussed the 3 design options in the packet and the consensus of Council was to agree with the Board of Architectural Review’s recommendation of Design Option #2. No need for a council committee referral at this time.

Knee Wall  
Standards...  
No referral to  
Committee  
needed.

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

Mr. Frye presented and read aloud by title only, proposed Resolution No. 11-2024, a written copy of same having been previously furnished to each member of Council “A Resolution of the Council of the City of Sylvania adopting the Lucas County Multi-Jurisdictional Hazard Mitigation Plan; and declaring an emergency.”; Mr. Frye moved, Mr. McCann seconded for passage of Resolution No. 11-2024 as an emergency measure; roll call vote being: Hansen, Stough, Frye, Haynam, McCann, Richardson; (6) yeas; (0) nays. The motion carried.

Resolution No.  
11-2024, “...  
Adopting the  
Lucas Co. ...  
Hazard  
Mitigation...”

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

Mr. Frye presented and read aloud by title only, proposed Resolution No. 12-2024, a written copy of same having been previously furnished to each member of Council “Resolution accepting the amounts and rates as determined by the Budget Commission and authorizing the necessary tax levies and certifying them to the County Auditor; and declaring an emergency.”; Mr. Frye moved, Mr. Haynam seconded for passage of Resolution No. 12-2024 as an emergency measure; roll call vote being: Stough, Frye, Haynam, McCann, Hansen, Richardson; (6) yeas; (0) nays. The motion carried.

Resolution No.  
12-2024,  
“...Amounts &  
Rates...Tax  
Levies...County  
Auditor...”

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

Mayor Stough stated that Council is in receipt of the Plan Commission’s recommendation of approval of ZA #1-2024 from Mercurio Developers Inc. for zoning

Plan Comm.  
recommendation

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change to convert property to condominium development at 5142 W. Alexis Rd., Sylvania, Ohio 43560. Public Hearing date has already been set for October 7, 2024 at 7:00 p.m. No action taken.

on ZA #1-2024.

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

Mayor Stough stated that Council is in receipt of the Plan Commission's recommendation of approval of Proposed Ordinance No. 99-2024, 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. Hansen seconded to set the Public Hearing for Proposed Ordinance No. 99-2024 for November 4, 2024 at 7:00pm in Council Chambers, 6635 Maplewood Avenue, Sylvania, Ohio, 43560; roll call vote being: Hansen, Frye, Stough, Richardson, Haynam, McCann; (6) yeas; (0) nays. The motion carried.

Set Public Hearing for Proposed Ordinance No. 99-2024 for 11/4/24 at 7pm.

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

Mr. Frye moved, Ms. Stough seconded to approve the modified Schedule of Regular Meetings for the Year 2025 as submitted by the Clerk of Council; roll call vote being: Haynam, Hansen, Stough, McCann, Frye, Richardson; (6) yeas; (0) nays. The motion carried.

Set 2025 Schedule of Regular Meetings

Mr. Frye moved, Mr. Hansen seconded to set the 2025 City of Sylvania Trick-Or-Treat date and time for Friday, October 31, 2025 from 6:00-7:30 p.m.; roll call vote being McCann, Hansen, Frye, Haynam, Stough, Richardson; (6) yeas; (0) nays. The motion carried.

Set 2025 City Trick-Or-Treat for 10/31/25 from 6-7:30pm.

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

Mr. McCann moved, Mr. Haynam seconded to approve a 2006 Ford F250 Super Duty Pickup Truck to be offered for auction on GovDeals.com; roll call vote being, Hansen, McCann, Richardson, Stough, Haynam, Frye; (6) yeas; (0) nays. The motion carried.

2006 Ford Truck to auction on GovDeals.com.

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

Mr. Frye moved, Mr. McCann seconded to confirm the re-appointment of Jeff Schaaf to the Municipal Planning Commission of Sylvania, Ohio. Roll call vote being:

Re-appoint Jeff Schaaf to Syl.

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Richardson, Frye, Stough, Haynam, Hansen, McCann; (6) yeas; (0) nays. The motion carried.

Municipal Plan Commission.

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

Mr. Frye moved, Mr. Hansen seconded to enter into Executive Session for the purpose of discussion of the purchase/sale of real estate at 8:50 p.m. Roll call vote being: Frye, Hansen, Stough, Richardson, McCann, Haynam; (6) yeas; (0) nays. The motion carried.

Executive Session to discuss purchase/sale of real estate.

Mr. Frye moved, Mr. McCann seconded to return from Executive Session to General Session at 9:25 p.m. Roll call vote being: Frye, Stough, Richardson, Hansen, McCann, Haynam; (6) yeas; (0) nays. The motion carried

Mayor Stough stated all agenda items have been addressed.

Mr. Frye moved, Mr. Haynam seconded to adjourn at 9:25 p.m. Roll call vote being: Stough, Frye, Richardson, Haynam, Hansen, McCann; (6) yeas; (0) nays.

Adjournment.

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Clerk of Council

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Mayor

Inside the Five Brewing Sylvania  
5703 Main Street  
Expansion Project

Our original vision when this project started was to create an outdoor space for our customers, right along Main Street. This included a bar with covered seating enclosed by garage doors, as well as a rooftop bar. There was a concrete area with tables that transitioned into a grass area for more casual seating. The area was enclosed with a fence, where customers could see Main Street and enjoy the Downtown environment. This space would be used three seasons of the year and closed in winter.

Even after some time has passed since we first presented our vision, there is still a need for outdoor gathering spaces in Downtown Sylvania that has not been met. Red Bird tried to help address it with the parklets. J and G's have added picnic tables and an awning along the sidewalk. And this central idea is also included throughout the upcoming Main Street Project. Businesses in the small downtown area are looking for ways to increase the outdoor spaces and customers are looking to enjoy them. Our own customers will wait 2 hours for a patio table when we have other tables open inside. But it is not just outdoor dining space that people who come to Downtown Sylvania want. They are also looking for an outdoor space for entertainment, such as the many requests we receive for live music outside.

Our vision for a great outdoor space to enhance the downtown area still remains the same; it is the overall scope of the project has changed. The size of the building is smaller but it is more streamlined. It is now parallel to Main Street rather than perpendicular for a much better flow and connectivity to our existing patio space and outdoor area. The rooftop bar was eliminated which took away the covered seating. The concrete patio transitioning into the green space remains the same. Now we are able to have a more natural open air space that can better suit the needs of our customers and the patrons of Downtown's events.

In the six years we have been open, we have increased the downtown foot traffic and attracted customers from all over the Midwest. Our goal is to continue to grow and bring in more people who have never experienced Sylvania before. Sylvania is home. We are always looking for ways to enhance the Downtown as well as encourage others to invest in Sylvania. The completion of this project will be an example of both.

**Currently, we have hired a general contractor and have approved permits from Lucas County to begin this work. We are ready to start the construction now. We have schedules in place with our contractor to begin work after Fall Festival weekend, the week of October 21st.**









INSIDE FIVE  
BREWING CO.

INSIDE FIVE  
BREWING CO.







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SYLVANIA CITY COUNCIL  
LAURA BIGELOW, CLERK

October 7, 2024

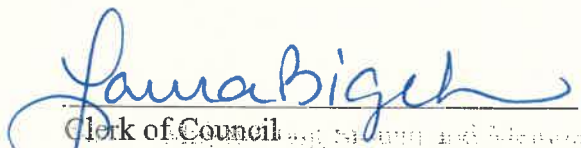
To: Mayor Craig Stough and Members of City Council

Fm: Laura Bigelow, Clerk of Council

**Certificate of Notice**  
**SUP-3-2024, ProMedica Flower Hospital, Addition to Central Utility Plant**

The undersigned Clerk of Council hereby certifies the following:

- A. Thirty (30) days of time and place of public hearing was published in The Blade on September 1, 2024.
- B. Written notice of hearing was mailed by first class mail, twenty (20) or more days prior to the scheduled hearing date to all owners of property within, contiguous to, and directly across the street from the subject parcel or parcels, which owners, so notified, are listed in the attached document.

  
 Clerk of Council  
 City of Sylvania

Print Name: Laura Bigelow

The undersigned Clerk of Council hereby certifies the following:

6730 MONROE STREET | SYLVANIA, OH 43560-1948 | 419.885.8926 | FAX 419.885.8998  
WWW.CITYOFSYLVANIA.COM

A thirty (30) day public hearing will be held on the subject parcel(s) in the Sylvania  
September 1, 2024

PARID	PROPERTY_A	MailName	MailAddress	MailCity	MailState	MailZip
8205375	5205 W ALEXIS RD	CATHEDRAL OF PRAISE	3000 STRAYER RD	MAUMEE	OH	43537-9529
8293921	5147 W ALEXIS RD	MICKEY M ASAD	816 SOUTHBRIAR	TOLEDO	OH	43607
7868267	5139 LANGHAM DR	LAWRENCE J & JANET M WOODS	5145 LANGHAM DR	SYLVANIA	OH	43560-1626
7868277	5121 LANGHAM DR	RANDY & REBECKAH SZMANSKY	5123 LANGHAM DR	SYLVANIA	OH	43560
7868259	5155 LANGHAM DR	TODD STEBBINS	2439 VALLEYBROOK DR	TOLEDO	OH	43615
7813451	5755 WHITEFORD RD	SYLVANIA OH PROPCO LLC	1632 61ST ST	BROOKLYN	NY	11204
7813454	5841 WHITEFORD RD	SYLVANIA OH PROPCO LLC	1632 61ST ST	BROOKLYN	NY	11204
7813444	5757 WHITEFORD RD	SYLVANIA OH PROPCO LLC	1632 61ST ST	BROOKLYN	NY	11204
7868281	5123 LANGHAM DR	RANDY & REBECKAH SZMANSKY	5123 LANGHAM DR	SYLVANIA	OH	43560
7868284	5803 WHITEFORD RD	DRENNAN TERRY A	5804 WHITEFORD RD	SYLVANIA	OH	43560
8205374	5203 ALEXIS RD	CATHEDRAL OF PRAISE	3000 STRAYER RD	MAUMEE	OH	43537-9529
7868287	5809 WHITEFORD RD	DAVID A RANAZZI	5809 WHITEFORD RD	SYLVANIA	OH	43560
7868264	5145 LANGHAM DR	LAWRENCE J & JANET M WOODS	5145 LANGHAM DR	SYLVANIA	OH	43560-1626
7868261	5151 LANGHAM DR	THOMAS WILLIAMS	5151 LANGHAM DR	SYLVANIA	OH	43560
7868271	5135 LANGHAM DR	CHARLES WM BARTO JR	5153 LANGHAM	SYLVANIA	OH	43560
7868274	5127 LANGHAM DR	CHARLES WM BARTO JR	5153 LANGHAM	SYLVANIA	OH	43560
7813441	5701 WHITEFORD RD	SYLVANIA OH PROPCO LLC	1632 61ST ST	BROOKLYN	NY	11204
8205366	5118 W ALEXIS RD	O'REILLY AUTOMOTIVE INC	P O BOX 9167	SPRINGFIELD	MO	65801-9167
8205367	5110 W ALEXIS RD	O'REILLY AUTOMOTIVE INC	P O BOX 9167	SPRINGFIELD	MO	65801-9167
8205365	5124 W ALEXIS RD	O'REILLY AUTOMOTIVE INC	P O BOX 9167	SPRINGFIELD	MO	65801-9167
8205368	5102 W ALEXIS RD	O'REILLY AUTOMOTIVE INC	P O BOX 9167	SPRINGFIELD	MO	65801-9167
8205178	5216 ALEXIS RD	REGENCY HOSPITAL OF TOLEDO	P O BOX 92129	SOUTHLAKE	TX	76092
7868251	5163 LANGHAM DR	AUDREY D HENDERSON	5163 LANGHAM DR	SYLVANIA	OH	43560-1626
7868254	5161 LANGHAM DR	THOMAS SLUSHER	5161 LANGHAM DR	SYLVANIA	OH	43560
7850144	5121 ALEXIS RD	S & G MANAGEMENT LLC	5131 W ALEXIS RD	SYLVANIA	OH	43560
7861177	5137 ALEXIS RD	S & G MANAGEMENT LLC	5131 W ALEXIS RD	SYLVANIA	OH	43560
7861174	5131 ALEXIS RD	S & G MANAGEMENT LLC	5131 W ALEXIS RD	SYLVANIA	OH	43560
7861171	5127 W ALEXIS RD	S & G MANAGEMENT LLC	5131 W ALEXIS RD	SYLVANIA	OH	43560
7850141	5101 W ALEXIS RD	S & G MANAGEMENT LLC	5131 W ALEXIS RD	SYLVANIA	OH	43560





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SYLVANIA CITY COUNCIL  
LAURA BIGELOW, CLERK

October 7, 2024

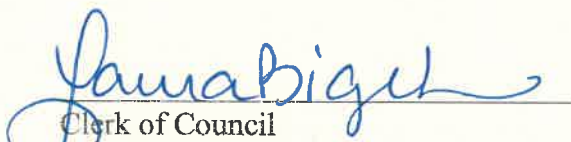
To: Mayor Craig Stough and Members of City Council

Fm: Laura Bigelow, Clerk of Council

**Certificate of Notice**  
**ZA-1-2024, Mercurio Developers, Zoning Change at 5142 W. Alexis Road**

The undersigned Clerk of Council hereby certifies the following:

- A. Thirty (30) days of time and place of public hearing was published in The Blade on September 1, 2024.
- B. Written notice of hearing was mailed by first class mail, twenty (20) or more days prior to the scheduled hearing date to all owners of property within, contiguous to, and directly across the street from the subject parcel or parcels, which owners, so notified, are listed in the attached document.

  
Clerk of Council  
City of Sylvania

Parcel	StreetNumber	Address	AdrSuf	City	State	Zip	MailName	MailAddress
8203344	6249	MONROE	ST	SYLVANIA	OH	43560	PROMEDICA	MSC - S29779
8203386	0	MONROE	ST	SYLVANIA	OH	43560	PROMEDICA	MSC - S29779
8203561	5575	HARROUN	RD	SYLVANIA	OH	43560	CITY OF SYLVANIA	6730 MONROE ST
8203566	5416	MAIN	ST	SYLVANIA	OH	43560	CITY OF SYLVANIA	6730 MONROE ST
8203934	5101	HARROUN	RD	SYLVANIA	OH	43560	ROBERT M LUBELL &	5101 HARROUN RD
8203937	5055	HARROUN	RD	SYLVANIA	OH	43560	PAMELA & DONALD ROORK TRS	5055 HARROUN RD
8203941	5111	HARROUN	RD	SYLVANIA	OH	43560	JUDITH A KOLES ETAL	5111 HARROUN RD
8203961	5143	HARROUN	RD	SYLVANIA	OH	43560	RIGHTMYER LEE TRUSTEE OF THE JEAN D	5143 HARROUN RD
8203974	5123	HARROUN	RD	SYLVANIA	OH	43560	CITY OF SYLVANIA	6730 MONROE ST
8216501	6262	ARROWHEAD	DR	SYLVANIA	OH	43560	WARREN E JONES	6262 ARROWHEAD DR
8216504	6252	ARROWHEAD	DR	SYLVANIA	OH	43560	RAYMOND KADRI	6252 ARROWHEAD DR
8216507	6242	ARROWHEAD	DR	SYLVANIA	OH	43560	EMILY L & PERICLES GRIVANOS	6242 ARROWHEAD
8216511	6232	ARROWHEAD	DR	SYLVANIA	OH	43560	DAVID G WISE TRUSTEE	9311 GOLF CREEK LN
8216514	6222	ARROWHEAD	DR	SYLVANIA	OH	43560	STANG CHRISTOPHER E	6222 ARROWHEAD DR
8216517	6212	ARROWHEAD	DR	SYLVANIA	OH	43560	BYRON N & LOIS F CRAWFORD	6212 ARROWHEAD DR
8216521	6202	ARROWHEAD	DR	SYLVANIA	OH	43560	MARY LOU SCHAK	6202 ARROWHEAD DR
8216524	6156	ARROWHEAD	DR	SYLVANIA	OH	43560	OSSAMA A AL-BADOUR	6156 ARROWHEAD DR
8216527	6146	ARROWHEAD	DR	SYLVANIA	OH	43560	W C & T A HERTZ	6146 ARROWHEAD DR
8216561	6140	ARROWHEAD	DR	SYLVANIA	OH	43560	MICHELE M MACFARLANE	6140 ARROWHEAD DR
8224011	5239	HARROUN	RD	SYLVANIA	OH	43560	ROBERT G STEWART	5239 HARROUN RD
8224014	5227	HARROUN	RD	SYLVANIA	OH	43560	DAVID J JACKSON &	5227 HARROUN RD
8224017	6312	OAKLAND	CT	SYLVANIA	OH	43560	NICHOLAS TAYLER & KENDRA GRODI	6312 OAKLAND ST
8224047	6311	OAKLAND	CT	SYLVANIA	OH	43560	TIM M & LINDSEY P WISNEWSKI	6311 OAKLAND CT
8263001	5307	HARROUN	RD	SYLVANIA	OH	43560	RANDALLORTMAN	6310 RAVINE DR
8263004	5319	HARROUN	RD	SYLVANIA	OH	43560	B G & C J SMITH OR SURVTC	5319 HARROUN RD
8263007	5329	HARROUN	RD	SYLVANIA	OH	43560	JO-ANNE GEMBOLIS	5329 HARROUN RD
8263011	5341	HARROUN	RD	SYLVANIA	OH	43560	TERRY L LUHRING	5341 HARROUN RD



8a.

DEPARTMENT OF PUBLIC SERVICE  
KEVIN G. ALLER, PE DIRECTOR

October 7, 2024

To: The Mayor and Members of Sylvania City Council

Re: **Contract Modification Proposal – DGL Consulting Engineers  
Monroe Street Traffic Signal Upgrades (Fifth Third/Corey/ProMedica Health & Wellness)**

Dear Mr. Mayor and Council Members:

At the March 6, 2023 meeting City Council authorized the engineering services contract for DGL Consulting Engineers, LLC (Ord. 29-2023) to design traffic signal improvements at three (3) intersections including Monroe Street & Fifth Third Bank. Based on those signalized improvements additional right-of-way, both permanent and temporary, were necessary to be acquired from several parcels including Fifth Third Bank (Parcel 12).

At the January 2, 2024 meeting City Council authorized a right-of-way acquisition services contract with West Erie Realty Solutions, LTD (Ord. 3-2024). The appraised value for the taking was established at \$19,540 and over the course of the next eight (8) months West Erie Realty and the Service Department engaged Fifth Third Bank staff and legal counsel to resolve property owner concerns. Unfortunately, the two parties have not been able to reach an agreement.

Fifth Third Bank has directed the City to remove all permanent and temporary right-of-way needs from their property. The Service Department has reviewed this request and believes changing the traffic signal design, in lieu of acquiring the necessary right-of-way through appropriation, is the best course of action. All improvements will be moved to be within the existing right-of-way.

The Service Department requested a contract modification proposal from DGL to revise the plans in the amount of \$7,000 and would recommend approval. Please call if you should have any questions.

Sincerely,

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



86.

**ORDINANCE NO. 106-2024**

**AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE APPROVE THE AMENDMENT TO THE CITY'S AGREEMENT WITH DGL CONSULTING ENGINEERS, LLC TO REFLECT THE WORK FOR THE PLAN REVISION FOR THE MONROE STREET TRAFFIC SIGNAL IMPROVEMENT PROJECT; APPROPRIATING FUNDS THEREFORE IN THE AMOUNT OF \$7,000; AND DECLARING AN EMERGENCY.**

WHEREAS, Ordinance No. 29-2023, passed March 6, 2023, authorized the Mayor and Director of Finance to accept the proposal of DGL Consulting Engineers, LLC ("DGL") to design traffic signal improvements at three (3) intersections including Monroe Street & Fifth Third Bank; and,

WHEREAS, to construct the proposed improvements, additional right-of-way from several parcels, both permanent and temporary, is required; and,

WHEREAS, Ordinance No. 3-2004, passed January 2, 2024, authorized the Mayor and Director of Finance to enter into an Agreement with West Erie Realty Solutions, Ltd. for right-of-way acquisition services relative to the proposed project; and,

WHEREAS, during the right-of-way acquisition phase, the City and West Erie Realty Solutions, Ltd. attempted to negotiate with Fifth Third Bank for the necessary right-of-way, however, we were unable to reach an Agreement; and,

WHEREAS, Fifth Third Bank requested that all permanent and temporary right-of-way needs be removed from their property and, in lieu of acquiring the property through the appropriation process, the Director of Public Service and DGL have recommended that the traffic signal design is the best way to proceed; and,

WHEREAS, the Director of Public Service, by report dated October 7, 2024, has received a proposal from DGL to provide professional engineering services to revise the plans for the Monroe Street Traffic Signal Upgrades Project at a cost of \$7,000, and the Director of

Public Service has recommended approval of that proposal.

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

SECTION 1. That the amendment to the proposal of DGL Consulting Engineers in the amount of Seven Thousand Dollars (\$7,000.00) to provide professional engineering services for the revision to the plans for the Monroe Street Traffic Signal 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 professional engineering services hereby authorized, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore appropriated to **Account No. 401-7635-53543 – Traffic Signals** the amount of Seven Thousand Dollars (\$7,000.00)

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

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

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

Vote on passage as an emergency: Yeas \_\_\_\_\_ Nays \_\_\_\_\_

Passed, \_\_\_\_\_, 2024, as an emergency measure.

ATTEST: \_\_\_\_\_  
President of Council  
APPROVED AS TO FORM:

\_\_\_\_\_  
Clerk of Council Director of Law

APPROVED:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date



PROVIDING  
CIVIL ENGINEERING  
SOLUTIONS SINCE 1926

TRANSPORTATION

TRAFFIC / SAFETY

FACILITY / SITE  
DEVELOPMENT

SURVEY

CONSTRUCTION  
SERVICES

September 23, 2024

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

Re: Monroe Street Traffic Signal Improvements Contract Modification

Dear Mr. Shaw:

Please accept this contract modification for the signal design at the intersection of Monroe Street and Major Magic's. After months of deliberation the proposed right of way takes were not approved by the property owner and DGL will need to redesign the southwest corner of the intersection. Detailed Scope Information can be found within the attached document.

Please contact me directly should you have any questions related to the material included herein.

Sincerely,

Sincerely,  
**DGL Consulting Engineers, LLC**

Corinne Lochtefeld, PE, PTOE, PTP, RSP,  
Principal | Project Manager

T: 419.535.1015 | C: 330.203.9293 | E: clochtefeld@dgl-ltd.com  
3455 Briarfield Blvd, Suite E | Maumee, Ohio 43537

23058

Maumee, Ohio  
419.535.1015

Wauseon, Ohio  
419.330.1360

Dublin, Ohio  
614.356.7150

Kent, Ohio  
330.328.3621

dgl-ltd.com

DBE | SBE | LDBE | EBE

## An Agreement for the Provision of Limited Professional Services

<b>DGL Consulting Engineers, LLC (DGL)</b> 3455 Briarfield Blvd., Suite E Maumee, Ohio 43537 P: 419.535.1015	<b>Client: Joe Shaw, PE, PS</b> 6730 Monroe Street Sylvania, OH 43560						
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<b>Scope of Services</b> See Scope of Services Attachment for definitions							
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<b>Retainer Amounts</b> \$00.00 due with signed contract. Note: DGL can accept credit card payments with an additional 3% service fee.							
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**The Terms and Conditions at the end of this price proposal are part of this Agreement.**

## Scope of Services

### Background

DGL completed several signal plans for the City of Sylvania for three signals along Monroe Street at Major Magic's, Corey, and ProMedica. After several months of negotiations, the proposed right of way acquisition on the southwest corner of the Monroe/Major Magic's signal will not occur. DGL has been asked to redesign the signal so that no additional right of way on the southwest corner is required.

### Scope of Work

To modify the signal, the following updates to the plans will occur

- Monroe Street & Major Magic's
  - Signal redesign at the southwest corner of the intersection so that no additional right of way is required. The redesign may affect the other corners because of relocated crosswalks, conduit runs, etc.
  - Update of wiring diagram and timing calculations
  - Update of signal elevation details
  - Update of subsummary quantities
  - Update of general summary quantities
  - Update of Right of Way plans

### Schedule

DGL is available to start this work immediately upon your authorization and can complete the work three (3) weeks after authorization.

## 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

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.





PROVIDING  
CIVIL ENGINEERING  
SOLUTIONS SINCE 1926

TRANSPORTATION

TRAFFIC / SAFETY

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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.

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### 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.



9a.

DEPARTMENT OF PUBLIC SERVICE  
KEVIN G. ALLER, PE DIRECTOR

October 7, 2024

To: The Mayor and Members of Sylvania City Council

Re: **Plummer Pool Bath House Renovations**  
**Ohio Department of Natural Resources Pass-Through Grant Agreement LUCA-008C**

Dear Mr. Mayor and Council Members:


City Administration pursued state appropriation funds for needed improvements to the Plummer Pool Bath House. The proposed improvements include modernizing men's and women's restroom facilities in accordance with ADA requirements, creating a multi-purpose facility for gatherings and parties, fully upgrading and modernizing the food preparation and concessions areas, and necessary electrical and HVAC upgrades associated with the improvements.

The City's proposal was successful and we have been awarded \$100,000 towards the project via a Pass-Through Grant Agreement to be administered by the Ohio Department of Natural Resources (ODNR). The administration also secured an additional \$200,000 via a second state appropriation and Pass-Through Grant Agreement (LUCA-018C) that received City Council authorization on July 17, 2023 (Ord. 62-2023).

The construction cost estimate was \$383,698.50 and bids were opened on September 24, 2024 with the low bid being submitted by Van Tassel Construction Corporation in the amount of \$394,000. Per our agreement with the Sylvania Area Joint Recreation District, the construction balance over the grant amounts will be split 50/50 with the City's contribution to be \$47,000.

We would recommend approval of the Pass-Through Grant Agreement with ODNR in the amount of \$100,000. Please call with any questions.

Sincerely,



---

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

9b.

**ORDINANCE NO. 107-2024**

**AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO A PASS-THROUGH GRANT AGREEMENT BETWEEN THE STATE OF OHIO, DEPARTMENT OF NATURAL RESOURCES AND THE CITY OF SYLVANIA FOR THE PLUMMER POOL BATH HOUSE RENOVATIONS; AND DECLARING AN EMERGENCY.**

WHEREAS, the City and the Sylvania Area Joint Recreation District (“SAJRD”) have been collaborating to improve Burnham Park and Plummer Pool; and,

WHEREAS, Ordinance No. 62-2023, passed July 17, 2023, authorized the Mayor and Director of Finance to enter into a Pass-Through Grant Agreement with the State of Ohio, Department of Natural Resources relative to the Sylvania Plummer Pool Improvement Project; and,

WHEREAS, Ordinance No. 34-2024, passed March 4, 2024, authorized the Mayor and Director of Finance to enter into a Joint Cooperation Agreement on behalf of the City of Sylvania with the Sylvania Area Joint Recreation District (“SAJRD”) relative to the Plummer Pool Improvement Project; and,

WHEREAS, the Plummer Pool Improvements include the replacement of the pool filtration and pumping systems, bath house improvements, including a new community room within the existing structure, concession improvements and modifications to the restrooms to make them ADA accessible; and,

WHEREAS, pursuant to House Bill No. 2 the 135<sup>th</sup> General Assembly of the State of Ohio appropriated funds in the amount of One Hundred Thousand Dollars (\$100,000.00) in grant funding to the City of Sylvania for the costs associated with the improvements; and,

WHEREAS, the Director of Public Service, by report dated October 7, 2024, has recommended approval of the Pass-Through Grant Agreement between the Ohio Department of Natural Resources and the City of Sylvania, Ohio.

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, a Pass-Through Grant Agreement between the Ohio Department of Natural Resources for the Plummer Pool Improvement Project within the City limits in the form and substance of said Pass-Through Grant Agreement now on file with the Clerk of Council.

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 Pass-Through Grant Agreement should be entered into immediately to provide for the payment of the repairs made by the City to Plummer Pool. 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

**Capital Improvement Community Park, Recreation/Conservation Project  
Pass-Through Grant Agreement  
Ohio Department of Natural Resources**

This Community Recreation/Conservation Project Pass-Through Agreement (hereinafter referred to as the "Agreement") is made and entered into by and between the State of Ohio, Department of Natural Resources, (hereinafter referred to as "State" or "ODNR"), acting by and through its Director, pursuant to Sections 154.17, 154.22 and 1501.01 of the Ohio Revised Code ("R.C.") and House Bill No. 2, 135th General Assembly of the State of Ohio and the City of Sylvania, an Ohio political subdivision (hereinafter referred to as "Grantee") acting by and through its authorized representative.

**Notices:** All notices, demands, requests, consents, approvals, and other communications 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: 1) hand-delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (Fed Ex, UPS, etc.) with receipt; or 4) sent by fax or email, and shall be respectively addressed as follows:

<b>ODNR Contact:</b>  Teresa Goodridge Program Manager Ohio Department of Natural Resources Office of Real Estate & Land Management 2045 Morse Road, Building E-2 Columbus, Ohio 43229 <a href="mailto:Teresa.Goodridge@dnr.ohio.gov">Teresa.Goodridge@dnr.ohio.gov</a>	<b>Grantee Contact:</b>  Joseph E. Shaw Safety/ Service Director City of Sylvania 6730 Monroe Street Sylvania, OH 43560 <a href="mailto:Jshaw@cityofsylvania.com">Jshaw@cityofsylvania.com</a>
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Notices shall be deemed given upon receipt thereof and shall be sent to the addresses appearing above. Notwithstanding the foregoing, notices sent by fax or email shall be effectively given only upon acknowledgment of receipt by the receiving party. The parties designated above shall each have the right to specify as their respective address for purposes of this Agreement any other address upon fifteen (15) days prior written notice thereof, as provided herein, to the other parties listed above. If delivery cannot be made at any address designated for notices, a notice shall be deemed given on the date on which delivery at such address is attempted.

**WHEREAS**, pursuant to House Bill No. 2 the 135th General Assembly of the State of Ohio has appropriated funds in the amount of One Hundred Thousand Dollars (\$100,000.00) to make a grant to the Grantee for the costs associated with the construction of a park and recreation or conservation facility in appropriation item C725E2, more fully described as 'Sylvania Plummer Pool', (hereinafter referred to as the "Project"). Furthermore, \$2,000.00 of the total Project appropriations will be used by ODNR for the administration of the Project. The Project reference number is **LUCA-008C**; and

**WHEREAS**, the General Assembly has identified the Parks and Recreation Improvement Fund (Fund 7035), created and existing under R.C. § 154.22(F), as the fund from which these monies will be disbursed; and

**WHEREAS**, pursuant to R.C. Chap. 154 and Article VIII, Section 2i of the Ohio Constitution, capital facilities lease-appropriation bonds (the "Bonds") have been or will be issued by the Ohio Treasurer of State (the



“Treasurer”) for the purpose of paying the “costs of capital facilities” including acquiring, constructing, reconstructing, rehabilitating, renovating, enlarging and otherwise improving, equipping, and furnishing capital facilities for parks and recreation, all as defined and described in R.C. § 154.01(K). A portion of those Bonds proceeds will be used by ODNR to provide funding to the Grantee for the Project under this Agreement. Because ODNR is funding the Project with proceeds of those Bonds, ODNR requires that the Grantee make certain representations, warranties, and covenants (both affirmative and negative) concerning the Project and use of the grant funds, as more fully described or provided in this Agreement, in order to comply with federal and state laws, regulations, and rules relating to those Bonds and the projects funded with proceeds of those Bonds.

**NOW THEREFORE**, for the purposes of providing the funds to Grantee pursuant to House Bill No. 2 of the 135th General Assembly, the parties hereto covenant and agree as follows:

- 1. Funding Amount.** ODNR agrees to provide the Grantee Ninety- Eight Thousand Dollars (\$98,000.00), via qualifying advance and reimbursement, to be used toward the total cost of the Project. Two Thousand Dollars (\$2,000.00) of the amount appropriated for the Project will be retained by ODNR to cover administrative costs. In no event shall ODNR’s payment to Grantee exceed Ninety- Eight Thousand Dollars (\$98,000.00). Funds for this Project have been released by the Controlling Board as of \_\_\_\_\_ and encumbered by Contract Encumbrance Record Number \_\_\_\_\_ and are so certified by the Director of Budget and Management on \_\_\_\_\_. Obligations of the State are subject to the provisions of R.C. § 126.07. Any funds provided under this Agreement that are not spent shall be returned in full to the State.
- 2. Project Description.** The Grantee shall use the grant funds for ‘Sylvania Plummer Pool’, a project to upgrade the restrooms, create a multi-purpose facility, and upgrade the food preparation and concessions area at the Plummer Pool in Sylvania, OH, all as more fully described in Exhibit A attached hereto.
- 3. Effective and Termination Dates.** This Agreement shall commence on the date that it is signed by ODNR (the “Effective Date”) and will, unless otherwise earlier terminated as provided herein, expire on the later of: (i) 15 years from the date of the payment of the final Project reimbursement (or Project acquisition if the Project is solely for the acquisition of real property) (“Project Closeout”); or (ii) the date upon which the latest Bond issuance funding or refinancing of the Project is paid in full (the “Term”). Grantee shall complete the Project on or before June 30th, 2026.
- 4. No Restrictions of Record.** Grantee hereby represents and warrants that there are not now, and there will not be, any restrictions of record or otherwise with respect to the Project, including without limitation, any encumbrances, liens, or other matters, which would interfere with or otherwise impair the use of the property as described in the Boundary Map attached hereto as Exhibit B, to be acquired or on which the Project will be located and developed as a public parks and recreation or conservation facility (the “Property”) except for those restrictions permitted below. Grantee represents that it is, or will be, the fee simple owner, or has a lease, or other interest, such as an easement, with a term longer than the Term hereof, on the Property and that the only restrictions of record, or otherwise, with respect to the Property are: (a) all zoning regulations, restrictions, rules and ordinances, and other laws and regulations now in effect or hereafter adopted by any governmental agencies having jurisdiction over the Property, (b) dedicated public rights-of-way identified on Exhibit B, Boundary Map, and (c) the encumbrances, items, and other interests identified in Exhibit C, Title Encumbrances.

Grantee hereby represents and warrants that there are not now, and it shall not cause there to be, any restrictions with respect to the Project or Property, including without limitation, any encumbrances, liens, or other matters, which would interfere with or otherwise impair the use of the Property as a public park, recreation facility, or conservation facility.

5. **Construction Services.** Grantee represents that it will contract for all construction services for the Project and will provide for construction administration. Grantee shall have the full authority to contract with third parties for the design and construction of the Project. Grantee shall secure all necessary permits and licenses for the Project. Grantee warrants that it will cause the Project to be constructed or acquired, as applicable, with all reasonable speed and reasonably adhere to any submitted development timeline. Grantee shall comply with all applicable federal and state requirements relating to the competitive selection of contractors and comply with its own competitive selection policies and procedures. If competitive selection for the Project is not required by law, to the extent reasonably possible as determined by Grantee, Grantee shall employ an open and competitive process in the selection of its contractors. Bid documents designed to be so restrictive to exclude open competitive bidding and bid documents that do not allow for "or equal" provisions may not be acceptable.
6. **Operation, Maintenance, and Upkeep.** Grantee shall be solely responsible for the operation, maintenance, and upkeep of the Project, and shall take all actions reasonably necessary to ensure that the Project is available to the public for the intended parks and recreation or conservation purpose during the Term.
7. **Conveyance of Interest in Project to ODNR.** As security for the performance of Grantee's obligations under this Agreement, Grantee hereby conveys to ODNR an interest in the Property, consisting of the right to use and occupy the Property and the facilities funded in whole or in part with grant funds under this Agreement upon default of this Agreement by Grantee. This interest shall remain in effect during the Term of this Agreement. Grantee hereby acknowledges and agrees that ODNR may assign or convey such right to use and occupy such facilities to the OPFC or such other State agency selected by ODNR, and Grantee does hereby consent to such assignment or conveyance. In addition, ODNR has entered into a lease with OPFC relating to the Bonds and the Project; provided that, so long as Grantee shall not default under this Agreement, such lease shall not affect the Project or the use of the Property. ODNR acknowledges that, absent a default by Grantee, ODNR has no right to use or occupy the Property or Project. ODNR shall have the right during the Term hereof to enter upon the Property during normal business hours for purposes of inspection of the Project for compliance with this Agreement.
8. **Prohibition Against Disposition.** Grantee shall not dispose of all or any part of the Project or Property funded by ODNR through the Term of this Agreement without the prior written consent of ODNR and OPFC. All notices, demands, requests, consents, approvals, and other communications to OPFC shall be addressed as follows:

Ohio Public Facilities Commission  
30 East Broad Street, 34th Floor  
Columbus, Ohio 43215  
Attn: Assistant Secretary



9. **Joint or Cooperative Use Agreement.** If the Property is owned by a separate nonprofit organization and made available to a state agency for its use or benefit, the nonprofit organization must either own, or have a long-term lease (for at least so long as the latest Bond issuance funding or refinancing of the Project have not been paid in full) of, the Property, and enter into a joint or cooperative use agreement, with and approved by the state agency that meets the requirements of H.B. 2, 135th General Assembly.
10. **Liability; Waiver of Liability.** Grantee shall be solely liable for any and all claims, demands, or causes of action arising from its obligations under this Agreement. Each party to this Agreement must seek its own legal representative and bear its own costs, attorney fees and expenses, in any litigation that may arise from the performance of this Agreement or the Project. It is specifically understood and agreed that ODNR does not indemnify Grantee. Nothing in this Agreement shall be construed to be a waiver of the sovereign immunity of the State of Ohio or the immunity of any of its employees or agents for any purpose. Nothing in this Agreement shall be construed to be a waiver of any immunity of Grantee granted by statute or the immunity of any of its employees or agents for any purpose. In no event shall either party be liable for indirect, consequential, incidental, special, liquidated, or punitive damages, or lost profits. On and after the date of this Agreement, Grantee agrees not to seek any determination of liability against ODNR, OPFC, the Treasurer, or any department, agency, or official of the State in the case of claim or suit arising from the Project including the acquisition of the Property or any future condition, construction, operation, maintenance, or use of the Property or facilities which may be developed in relation to the Project. Grantee forever releases and waives any and all claims, demands, and causes of action it may ever possess or assert against ODNR and its employees, agents, officials, and attorneys arising from, or relating to, the Project.
11. **Insurance.**
- a. **Adequate Insurance.** Unless otherwise agreed to by ODNR in writing, Grantee shall maintain, or cause to be maintained, at no cost to ODNR, commercial general liability insurance and other insurance, including casualty insurance, and if applicable, professional liability insurance, and builder's risk insurance, to insure Grantee, and ODNR, OPFC, the Treasurer, and the State, as additional insureds, in an amount and type determined by a qualified risk assessor to be sufficient to cover the full replacement costs of improvements funded, in whole or in part, by the State, and for bodily injury, property damage, personal injury, advertising injury, and employer's liability exposures of Grantee. Unless otherwise agreed to by ODNR in writing, such insurance shall remain in force at all times from the Effective Date hereof through the Term of this Agreement.
- b. **Self-Insurance.** Instead of providing the general liability and casualty insurance above, Grantee may name ODNR, OPFC, the Treasurer, and the State as additional insureds and/or loss payees, as the coverage requires, under a self-insurance program or joint self-insurance pool created under R.C. §§ 2744.08 or 2744.081, respectively, and operated by or on behalf of Grantee, in order to meet the insurance requirements set forth herein.
12. **Bonded and Insured Employees and Agents.** Prior to any advance (but not reimbursement) payments by ODNR, Grantee will provide ODNR with a document that demonstrates that all employees or agents of Grantee who are responsible for maintaining or disbursing advanced funds acquired through this Agreement will be fully bonded or insured against loss of such funds. The bonding agent or insurer

shall be licensed to do business in Ohio. No part of the funds acquired by Grantee through this Agreement shall be spent to obtain that bonding or insurance.

13. **Public Funds Compliance.** Grantee will assure compliance with all applicable federal, state, and local laws and regulations pertaining to handling, management, and accountability in relation to public funds. All funds received by Grantee under this Agreement shall be deposited in one or more financial institutions that fully insure, secure, or otherwise protect the funds from loss through federal deposit insurance and/or other deposit and/or collateralization strategies that protect the funds against loss. If Grantee is a political subdivision of the State, grant funds shall be held in compliance with R.C. Chap. 135.
14. **Reports and Records.** Grantee shall keep and make all reports and records associated with the Project funded under this Agreement available to the State Auditor, or the Auditor's designee, ODNR, and OPFC for a period of not less than eighteen (18) years after the date of the Project Closeout. These reports and records shall include a description of the Project, a detailed overview of the scope of work, disbursement details (including amount, date, nature/object of expenditure), and vendor information. Grantee acknowledges that the Auditor of State and other departments, agencies, and officials of the State may audit the Project at any time, including before, during, and after completion. Grantee agrees that any costs of audit by the Auditor of State or any other department, agency, or official of the State will be borne exclusively by, and paid solely by, Grantee, and that the funds provided under this Agreement will not be used by Grantee for payment of any audit expenses for any reason at any time.
15. **Restrictions on Expenditures.** Grantee affirmatively states that Grantee is fully aware of the restrictions and guidelines for expending funds granted under this Agreement and intends to comply fully with the same. Grantee will implement appropriate monitoring controls to ensure that funds acquired through this Agreement are expended in accordance with all applicable laws, rules, and requirements.
16. **Determination of Ineligibility.** If it is determined by any audit by the Auditor of State or any department, agency, or official of the State or other agency or entity with legal audit authority that any Project expense is ineligible, or not properly documented, Grantee will repay that amount in full to the State.
17. **Equal Opportunity Compliance.** If Grantee is a political subdivision, Grantee shall comply with the requirements of R.C. § 125.111 for all contracts for purchases under the Project.
18. **Real Property Acquisition.** All appropriations of real property for the Project by Grantee shall be made pursuant to R.C. §§ 163.01 to 163.22, except as otherwise provided in R.C. Chap. 163.
19. **Prevailing Wage.** Except as provided in R.C. § 4115.04, monies appropriated or reappropriated for the Project shall not be used for the construction of public improvements, as defined in R.C. § 4115.03, unless the mechanics, laborers, or workers engaged therein are paid the prevailing rate of wages prescribed in R.C. § 4115.04. Nothing in this section affects the wages and salaries established for state employees under R.C. Chap. 124, or collective bargaining agreements entered into by the State under R.C. Chap. 4117, while engaged on force account work, nor does this section interfere with the use of inmate and patient labor by the State.

20. **Project Nondiscrimination.** Grantee agrees that any facilities that may be developed now or in the future on the lands comprising the Project will be made available to all persons regardless of race, color, sex, religion, national origin, ancestry, age, military status, handicap, or disability on the same terms and conditions.
21. **Employment Nondiscrimination.** Pursuant to R.C. Chap. 4112, Grantee agrees that Grantee and any person acting on behalf of Grantee or a contractor, shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status as defined in R.C. § 4112.01, national origin, or ancestry against any citizen of this State in the employment of any person qualified and available to perform services relating to the Project. Grantee further agrees that Grantee and any person acting on behalf of Grantee or a contractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of services relating to the Project on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry. If required by R.C. § 125.111(B) and O.A.C § 123: 2-3-02, Grantee shall have a valid Certificate of Compliance (COC) from the Ohio Department of Administrative Services, Equal Opportunity Division demonstrating compliance with affirmative action program requirements.
22. **ODNR Right to Terminate.**
- a. **Breach; Notice.** ODNR reserves the right to terminate this Agreement upon written notice to Grantee and to recover any funds distributed by Grantee to contractors or other payees in violation of the terms of this Agreement if Grantee is determined by ODNR to be unable to proceed with the Project, or if Grantee violates any of the terms herein. Failure to comply with any provision of this Agreement may result in demand for repayment of all or a portion of the grant funds paid by ODNR to Grantee under this Agreement. The amount to be repaid will be calculated based on the ratio of (x), the number of months from the event triggering the reimbursement to the final scheduled maturity date of the Bonds, over (y), the total number of months that the Bonds are scheduled to be outstanding. Grantee shall not make any grant repayment unless first consulting with ODNR, and ODNR shall not accept any repayment without first obtaining the approval of the Ohio Public Facilities Commission ("OPFC").
  - b. **Opportunity to Cure.** ODNR, in its sole discretion, may permit Grantee to cure a breach. Such cure period shall be no longer than twenty-one (21) calendar days. Notwithstanding ODNR permitting a period of time to cure the breach or Grantee's cure of the breach, ODNR does not waive any of its rights and remedies provided to ODNR in this Agreement or as may be permitted by law.
23. **Remittances.** If for any reason funds acquired through this Agreement are required to be paid, repaid, or remitted to the State, they shall be remitted in full by the Grantee within forty-five (45) days of demand to:

Ohio Treasurer of State  
30 East Broad Street, 9th Floor  
Columbus, Ohio 43215

Any such remittance shall include a copy of this Agreement. A copy of the cover letter transmitting the remittance to the Treasurer of State shall be sent simultaneously to ODNR.

**24. Legal, Federal Tax, and Other Compliance.**

- a. Reports of Expenditures. Grantee will assure that monies expended under this Agreement are spent in conformity with the intent and purpose of the appropriation, the limitations on use set forth in the legislation containing the appropriation, and R.C. Chap. 154 and all other laws that apply to the expenditure of monies by Grantee. If Grantee is required to submit an annual financial report to the Auditor of State, in accordance with Auditor of State Bulletin 2015-07, then Grantee shall report the funds it acquires through this Agreement as a separate column identified in a manner consistent with the Project description in appropriation item C725E2. If Grantee is not required to submit the aforementioned report, Grantee shall file an annual detailed expenditure report of all expenditures associated with the Project with the Auditor of State by March 1st every year until all funds provided in this Agreement have been spent. The above reports shall be filed in accordance with Auditor of State Bulletin 2015-07.
- b. Compliance with Employment Laws. Grantee agrees to comply with all applicable federal, state, and local laws and regulations, in the conduct of the Project and acknowledges that its employees are not employees of ODNR with regard to the application of the Ohio Public Employees Retirement law, Fair Labor Standards Act minimum wage and overtime provisions, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Ohio revenue and tax laws, Ohio Workers' Compensation Act, and Ohio unemployment compensation law.
- c. Compliance with Law; Preservation of Tax-Exempt Status of Bonds. Grantee agrees to use funds provided under this Agreement in accordance with the Ohio Constitution and any state or federal laws and regulations that may apply. Grantee shall repay ODNR any funds improperly expended. Additionally, Grantee agrees to comply with all requirements within its control necessary to preserve the tax status of all tax-exempt or tax-advantaged bonds, the proceeds of which are used to provide the funding to Grantee set forth in this Agreement. Unless otherwise determined by the OPFC, such requirements include, but are not limited to, ensuring that the funds provided under this Agreement finance capital expenditures (as opposed to operating expenses) and are not used to refund or otherwise refinance existing debt of Grantee. Grantee shall be liable for any payments to the Internal Revenue Service or the U.S. Treasury as penalties or to preserve the tax status of tax-exempt or tax-advantaged bonds, and any other costs, resulting in whole or in part from actions taken by Grantee, including the failure of Grantee to comply with federal income tax laws applicable to such bonds. Grantee agrees to consult with OPFC if the Grantee is uncertain as to what expenditures are eligible to be financed with funds provided under this Agreement.

**25. Relationship of Parties.**

- a. Expenses. Grantee shall be responsible for all of its own business expenses, including, but not limited to, computers, email and internet access, software, phone service, and office space. Grantee will also be responsible for all licenses, permits, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any, unless payment for any such item is specifically provided for herein or in the purchase order.

- b. **No Control Over Means and Methods.** While Grantee shall be required to perform its obligations described hereunder during the term of this Agreement, nothing herein shall be construed to imply, by reason of Grantee's obligations hereunder, that ODNR shall have or may exercise any right of control over Grantee with regard to the means or method of Grantee's performance of its obligations hereunder.
  - c. **Right to Bind.** Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.
  - d. **No Agency.** Neither Grantee nor its personnel shall at any time, or for any purpose, be considered as agents, servants, or employees of ODNR or the State of Ohio.
26. **No Finding for Recovery.** Grantee represents and warrants to the ODNR that it is not subject to a finding for recovery under R.C. § 9.24, or that it has taken appropriate remedial steps required under R.C. § 9.24 or otherwise qualifies under that section. Grantee agrees that if this representation or warranty is determined by ODNR to be false, this Agreement shall be void ab initio as between the parties to this Agreement, and any funds paid by the State hereunder immediately shall be repaid in full to the State, or an action for recovery immediately may be commenced by the State for recovery of said funds.
27. **Qualification to Receive Grant.** Grantee affirms that it is a duly authorized federal government agency, municipal corporation, county, or other governmental agency or nonprofit organization, qualified to receive grants under R.C. § 154.22(F). Grantee further affirms that if at any time during the Term of this Agreement, Grantee for any reason becomes disqualified from receiving grants under R.C. § 154.22(F), Grantee will immediately notify ODNR in writing and will immediately cease performance of the Project. Failure to provide such notice in a timely manner shall void this Agreement and may be sufficient cause for the State of Ohio to debar the Grantee from future state grant opportunities as may be permitted by law.
28. **Campaign Contributions.** Grantee hereby certifies that neither it, nor any person described in R.C. § 3517.13 (I) or (J), nor the spouse of any such person, has made, as an individual, within the two previous calendar years, one or more contributions to the governor or the governor's campaign committees totaling in excess of the limitations specified in R.C. § 3517.13.
29. **Ethics Certification.** Grantee, by signature on this document, certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in R.C. Chap. 102 and in R.C. §§ 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. Grantee understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State.
30. **Certification of Funds / Non-Appropriation.** It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, R.C. § 126.07, have been met, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio,

or in the event that grant funds are used, until such time that ODNR gives Contractor written notice that such funds have been made available to ODNR by ODNR's funding source.

31. **Time Is of The Essence.** Time is of the essence in this Agreement.

32. **Miscellaneous.**

- a. **Controlling Law.** This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the state of Ohio. Grantee consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.
- b. **Waiver.** A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
- c. **Successors and Assigns.** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of ODNR.
- d. **Conflict with Exhibits.** In the event of any conflict between the terms and provisions of the body of this Agreement and any exhibit hereto, the terms and provisions of the body of this Agreement shall control.
- e. **Headings.** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
- f. **Severability.** The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially-enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.
- g. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.
- h. **Execution.** This Agreement is not binding upon ODNR unless executed in full and is effective as of the last date of signature by ODNR.
- i. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.
- j. **Electronic Signatures.** Any party hereto may deliver a copy of its counterpart signature page to this Agreement electronically pursuant to R.C. Chap. 1306. Each party hereto shall be entitled to rely upon an electronic signature of any other party delivered in such a manner as if such signature were an original.

**IN TESTIMONY WHEREOF**, Grantee and ODNR have caused this Agreement to be executed by their respective duly authorized officers.

GRANTEE

OHIO DEPARTMENT OF NATURAL RESOURCES

CITY OF SYLVANIA

OFFICE OF REAL ESTATE & LAND MANAGEMENT

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTORNEY CERTIFICATION

Community Park, Recreation, or Conservation Project Number: **LUCA-008C**

I, \_\_\_\_\_, acting as attorney for the  
Name and Title of Attorney  
\_\_\_\_\_, ("Grantee"), and for the reliance of the  
Name of Grantee

Ohio Department of Natural Resources, do certify that from my examination of the Capital Improvement Community Park Recreation or Conservation Project, Pass-Through Grant Agreement (the "Agreement") and my knowledge of Grantee's organization, that acceptance of the Agreement by Grantee and the execution thereof by the signing officer has been duly authorized and is proper and in accordance with the laws of the State of Ohio. Grantee is a legally constituted public entity with full authority and legal capacity to perform all obligations and terms of the Agreement. Upon signature by the signing officer, the Agreement, in my opinion, is a legal obligation of Grantee in accordance with the terms thereof, and Grantee possesses the legal authority to fully perform all obligations incurred by Grantee in signing this Agreement. Grantee's acceptance of the Agreement and the signing officer's execution thereof,  has  has not\* been authorized by the governing body of Grantee or has otherwise been authorized by Grantee's charter. (Resolution or Ordinance No. \_\_\_\_\_, dated \_\_\_\_\_, 202\_\_).

\*If "has not" is checked above, please indicate the reason: \_\_\_\_\_  
\_\_\_\_\_

**Attorney for Grantee:**

\_\_\_\_\_  
Attorney Signature

\_\_\_\_\_  
Attorney Printed Name

\_\_\_\_\_  
Attorney Registration No.

\_\_\_\_\_  
Date Signed

Attorney Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**EXHIBIT C  
TITLE ENCUMBRANCES**

**Encumbrances DO NOT Exist:**

I hereby certify, as an authorized representative of City of Sylvania (“Grantee”), that there are currently **NO** encumbrances, liens, easements, or restrictions against the Property defined in this Agreement.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**Encumbrances DO Exist:**

I hereby certify, as an authorized representative of City of Sylvania (“Grantee”), that the following encumbrances, liens, easements, or restrictions are the only encumbrances, liens, easements, or restrictions that currently exist against the Property defined in this Agreement (attach an additional page, if needed):

*Example: Easement by and between [Name of Grantee] and \_\_\_\_\_ dated \_\_\_\_\_ and recorded at Official Record # \_\_\_\_\_ (Vol. # \_\_\_\_\_ of Page # \_\_\_\_\_) of [Name of County] County, Ohio.*

1	
2	
3	
4	
5	

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

# EXHIBIT A

## PROJECT INFORMATION PACKAGE

Forms and requested materials (maps, etc.) on pages 3-14 comprise the 'Project Information Package. Please complete all forms on pages 3-14 and send with all other requested materials on pages 3-14 (only) to the address or email below. This is the first step in the Project coordination process.

Teresa Goodridge  
ODNR  
Office of Real Estate  
2045 Morse Road, E2  
Columbus, Ohio 43229-6693  
[Teresa.Goodridge@dnr.ohio.gov](mailto:Teresa.Goodridge@dnr.ohio.gov)  
614-265-6396



### BASIC INFORMATION

Awarded Project Sponsor: City of Sylvania

Project Sponsor's Address: 6730 Monroe Street  
**Street Address 1**

Sylvania, Ohio 43560  
**Street Address 2**

**City, State ZIP**

Tax Identification Number: 34-6401391

Contact Person: Joseph E. Shaw, P.E., P.S. **Safety/Service Director**

**Name Title**

Email Address: jshaw@cityofsylvania.com

Phone Number: 419-885-8965

### Brief Description of Project:

Project includes replacements and upgrades to the Plummer Pool facility including modernizing men's and women's restroom facilities in accordance with ADA requirements, creating a multi-purpose facility for gatherings and parties, fully upgrading the food preparation and concessions areas, and necessary HVAC and electrical upgrades associated with these improvements.

# EXHIBIT B



1 inch = 50 feet

DEPARTMENT OF PUBLIC SERVICE  
**BURNHAM PARK**



9c.



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

October 7, 2024

To: The Mayor and Members of Sylvania City Council

Re: **PLUMMER POOL BATH HOUSE RENOVATIONS – BID AWARD**

Dear Mr. Mayor and Council Members:

We received three (3) bids on September 24, 2024 for the above referenced improvement project at Plummer Pool. The lowest bid was submitted by Van Tassel Construction Corporation from Toledo, Ohio. Their bid of \$394,000 was approximately 2.7% over the Engineer's Estimate of \$383,698.50.

The project architect (Architecture by Design) performed a review of Van Tassel's bid and prior work and has found them to be a reputable contractor qualified to perform the scope of work required for this project and would recommend the award.

This project is being partially funded via two state appropriation Pass-Through grants being administered by the Ohio Department of Natural Resources (ODNR). One grant is for \$100,000 (LUC-008C) and the second grant is for \$200,000 (LUC-018C). Per our agreement with the Sylvania Area Joint Recreation District, the construction balance over the grant amounts will be split 50/50 with the City's contribution to be \$47,000. The Contractor would be authorized to begin construction in November 2024 with all scope of work items completed prior to the pool opening for the 2025 season.

Therefore, it is our recommendation that the contract be awarded to Van Tassel Construction Corporation, located at 6545 West Central Avenue, Suite 105, Toledo, Ohio 43617 in the amount of \$394,000 using account 401-7750-52268.

Sincerely,

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

9d.

**ORDINANCE NO. 108-2024**

**ACCEPTING THE BID OF VAN TASSEL CONSTRUCTION CORPORATION AND AWARDING THE CONTRACT FOR THE PLUMMER POOL BATH HOUSE RENOVATIONS PROJECT TO SAME; AUTHORIZING THE EXPENDITURE FOR THE IMPROVEMENTS IN THE AMOUNT OF \$394,000; APPROPRIATING FUNDS THEREFORE; AND DECLARING AN EMERGENCY.**

WHEREAS, Ordinance No. 34-2024, passed March 4, 2024, authorized the Mayor and Director of Finance to enter into a Joint Cooperation Agreement on behalf of the City of Sylvania with the Sylvania Area Joint Recreation District (“SAJRD”) relative to the Plummer Pool Improvement Project; and,

WHEREAS, plans for the Plummer Pool Bath House Renovations Project have been completed and are now on file with the Clerk of this Council; and,

WHEREAS, the Clerk of Council was authorized to advertise for bids at the August 19, 2024 meeting of Sylvania City Council and thereafter the Clerk advertised for bids, and the bids were opened on September 24, 2024, and thereafter, the Director of Public Service, by report dated October 7, 2024, stated that the engineer’s estimate for the McCord Road Resurfacing Project was \$383,698.50 and the following bids were received:

<u>BIDDERS</u>	<u>BID PRICE</u>
Van Tassel Construction Corporation	\$394,000.00
Midwest Contracting, Inc.	454,000.00
Comte Construction Co.	505,000.00

WHEREAS, the three (3) bids offered by the above bidders meet all of the City’s specifications and the Director of Public Service, by report dated October 7, 2024, has recommended acceptance of the lowest and best bid of Van Tassel Construction Corporation and that the contract for the Plummer Pool Bath House Renovation Project be awarded to same.

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



County, Ohio, \_\_\_\_\_ members elected thereto concurring:

**SECTION 1.** That the bid of Van Tassel Construction Corporation, Toledo, Ohio for said Plummer Pool Bath House Renovation Project, in the amount of Three Hundred Ninety-Four Thousand Dollars (\$394,000.00), is hereby determined to be the lowest and best bid received and the same is hereby accepted.

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

**SECTION 3.** That to provide funds for said improvements hereby authorized, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore appropriated to **Account No. 401-7750-52268 – Miscellaneous**, the total sum of Three Hundred Ninety-Four Thousand Dollars (\$394,000.00).

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

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

**SECTION 6.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the bid of Van Tassel Construction Corp. should be accepted immediately so as to provide for the commencement of the Plummer Pool Bath House Renovation Project at the earliest possible time. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote on passage as an emergency:                      Yeas \_\_\_\_\_ Nays \_\_\_\_\_

Passed, \_\_\_\_\_, 2024, as an emergency measure.

ATTEST:

\_\_\_\_\_  
President of Council  
APPROVED AS TO FORM:

\_\_\_\_\_  
Clerk of Council  
APPROVED:

\_\_\_\_\_  
Director of Law

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date



**Architecture By Design, Ltd.**  
5622 Mayberry Square  
Sylvania, Ohio 43560  
p 419 824 3311 | f 419 824 3322

architecturebydesign@bex.net  
www.architecturebydesign.net

September 27, 2024

Joseph E Shaw, P.E., P.S.  
Safety / Service Director  
City of Sylvania, Department of Public Service  
6730 Monroe St  
Sylvania OH 43560

Dear Joe,

Re: Plummer Pool Bath House renovation

After review of bids received September 24 at 1:30 pm, we recommend awarding the following bidder the contract for their bid for the abovementioned project as follows:

**General Contract: Van Tassel Construction Corp**

Base Bid.....	\$357,000.00
Alternate 01.....	\$20,000.00
Alternate 02.....	\$9,000.00
Alternate 03.....	\$8,000.00
<b>TOTAL .....</b>	<b>\$394,000.00</b>

The total of the base bid and alternates is \$394,000.00, which is approximately 102.7% of the estimated budget of \$383,698.50.

We have conducted a post-bid interview with Kipp Van Tassel of Van Tassel Construction Corp. and we believe that the bid is responsible.

Sincerely,

Anthony J. Malik, AIA  
Senior Architect

Da.



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

October 7, 2024

To: The Mayor and Members of Sylvania City Council

Re: **LUC-CR 73-5.43 (PID 118134) – CHANGE ORDER NO. 1 (FINAL)**

Dear Mr. Mayor and Council Members:

Asphalt resurfacing work on McCord Road has been completed by Henry W. Bergman, Inc. from Genoa, Ohio as a part of the LUC-CR 73-5.43 (PID 118134) project.

Now that all work items have been completed the Service Department is requesting a final project change order that will capture quantity underruns and overruns to adjust the final contract price. Enclosed with this change order is a list of the changes including a description of why the changes were necessitated for each item.

Some of the larger project savings included the pavement base being in excellent condition below the milled surface. As a result, no pavement base repair was necessary which yielded a savings of \$34,500. Also, very little temporary pavement to maintain traffic was needed during construction which yielded a savings of \$19,800.

As a result, a final project change order in the amount of \$77,595.30 is necessary to decrease the contract amount from \$685,765.00 to \$608,169.70.

We would recommend approval of Change Order No. 1 (Final). Please call if you have any questions.

Sincerely,

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



106.

**ORDINANCE NO. 109-2024**

**AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO APPROVE CHANGE ORDER NO. 1 (FINAL) TO THIS CITY'S AGREEMENT WITH HENRY W. BERGMAN, INC. FOR THE MCCORD ROAD RESURFACING PROJECT; DECREASING THE CONTRACT AMOUNT BY \$77,595.30; AND DECLARING AN EMERGENCY.**

WHEREAS, Ordinance No. 54-2024, passed April 1, 2024, accepted the bid of Henry W. Bergman, Inc. and awarded the contract for the McCord Road Resurfacing Project to same, which bid was in the amount of \$685,765; and,

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

WHEREAS, the Director of Public Service, by report dated October 7, 2024, has recommended acceptance of Change Order No. 1 (Final) of Henry W. Bergman, Inc. for said McCord Road Resurfacing Project to reflect the quantity overruns and underruns resulting in a reduction in the contract price of \$77,595.30, for a final contract amount of \$608,169.70; and,

WHEREAS, the quantity overruns and underruns resulted in a net decrease to the contract in the amount of Seventy-Seven Thousand Five Hundred Ninety-Five and 30/100 Dollars (\$77,595.30), for a total contract amount of \$608,169.70.

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 Seventy-Seven Thousand Five Hundred Ninety-Five and 30/100 Dollars (\$77,595.30) 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 01-Final

Project Ordinance No.: 54-2024 Purchase Order No. 65920

Contract: LUC-CR 73-5.43 PID 118134 McCord Road Resurfacing

Title of Change Order: Normal difference between planned and actual project quantities

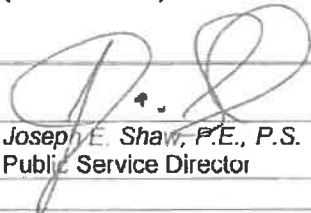
Date: 8/17/2024

Description of Change:	Pavement Repair	-\$34,500.00
	Pavement Planing	-\$1,817.20
	Asphalt Concrete Surface Course, Type 1 (449)	-\$5,160.00
	Asphalt Concrete Intermediate Course, Type 2 (449)	-\$16,254.10
	Crosswalk Line, 24"	-\$64.00
	Asphalt Concrete for Maintaining Traffic	-\$19,800.00

**TOTAL** **-\$77,595.30**

(See Attached)

RECOMMENDED FOR APPROVAL BY:

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

9/30/24  
 Date

Original Contract Amt	\$ 685,765	00
Previous Changes (+ or --)	\$ 0	00
This Change (+ or --)	-\$ 77,595	30
Adjusted Contract Amt	\$ 608,169	70

REVIEWED BY: Darren J. Schimmoeller, PE  
Digitally signed by Darren Schimmoeller  
 DN: c=US, E=d.schimmoeller@structurepoint.com, O=American Structurepoint, CN=Darren Schimmoeller  
 Date: 2024.09.30 14:11:21 -0400

DATE: 9-30-24 Darren Schimmoeller  
 Engineers Signature

SUBMITTED BY: Henry W. Bergman, Inc.  
 Name of Contractor

DATE: 9-26-24 Paul Bergman  
 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



# American Structurepoint - OH

## Change Order Details

LUC-CR 73-5.43 - PID 118134 McCord Road Resurfacing

**Description** The milling and resurfacing of CR 73 (McCord Road) from Sylvania Avenue to Brint Road. This project also includes spot partial depth pavement repairs and pavement markings.

**Prime Contractor** HENRY W BERGMAN INC  
218 E NINTH ST  
GENOA, OH 43430

**Change Order** 1

**Status** Approved

**Date Created** 09/25/2024

**Type** Normal Difference between Plan and Actual Quantities

**Summary** Balancing underruns and overruns

**Change Order Description** This project change order will balance any differences between planned and actual project quantities. This is the FINAL project change order.

**Awarded Project Amount** \$685,765.00

**Authorized Project Amount** \$685,765.00

**Change Order Amount** -\$77,595.30

**Revised Project Amount** \$608,169.70

**Increases/Decreases**

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
<b>Section: 1 - Roadway Reconstruction</b>									
004	253E01000	SY	\$150.000	230.000	\$34,500.00	-230.000	-\$34,500.00	0.000	\$0.00
Pavement Repair (6" 301 Asphalt Concrete Base)									
Reason: No pavement repairs of the milled surface were needed. This item is non-performed in its entirety.									
005	254E01000	SY	\$4.400	22,929.000	\$100,887.60	-413.000	-\$1,817.20	22,516.000	\$99,070.40
Pavement Planing, Asphalt Concrete (4.25" Depth)									
Reason: Total square yardage of the non-milled section at the W. Sylvania-McCord intersection.									
007	441E70000	CY	\$200.000	956.000	\$191,200.00	-25.800	-\$5,160.00	930.200	\$186,040.00
Asphalt Concrete Surface Course, Type 1, (449), PG64-22									
Reason: Normal difference between plan and actual quantities.									
008	441E70300	CY	\$185.000	1,274.000	\$235,690.00	-87.860	-\$16,254.10	1,186.140	\$219,435.90
Asphalt Concrete Intermediate Course, Type 2, (449)									
Reason: Normal difference between plan and actual quantities.									
015	644E00630	FT	\$8.000	620.000	\$4,960.00	-8.000	-\$64.00	612.000	\$4,896.00
Crosswalk Line, 24"									

Change Order Details:

LUC-CR 73-5.43 - PID 118134 McCord Road Resurfacing

09/25/2024

Page 2 of 3

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount

Reason: Normal difference between plan and actual quantities.

019	614E13000	CY	\$300.000	75.000	\$22,500.00	-66.000	-\$19,800.00	9.000	\$2,700.00
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Asphalt Concrete for Maintaining Traffic

Reason: Normal difference between plan and actual quantities.

6 items			Totals		\$589,737.60		-\$77,595.30		\$512,142.30
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11a.



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

October 7, 2024

To: The Mayor and Members of Sylvania City Council

Re: **LUC-CR 1572-8.28 (PID 111207) – CHANGE ORDER NO. 1**

Dear Mr. Mayor and Council Members:

Construction is ongoing and currently operating in Stage 2 traffic control for the LUC-CR 1572-8.28 (PID 111207) project which is the full depth reconstruction of Main Street from Tenmile Creek to Convent Boulevard. Construction is approximately 75% complete.

During Stage 1 construction the Contractor, Geddis Paving, notified our construction engineering team there appeared to be a plan quantity error for the necessary excavation underneath the existing concrete base during roadway tear out. The construction engineering team consulted with the design engineer, Mannik & Smith Group, and they confirmed three (3) inches of excavation across the entire full-depth footprint was not accounted in the design.

Due to the substantial increase in quantity a change order in the amount of \$48,300 is necessary to pay Geddis Paving for the required excavation.

We would recommend approval of Change Order No. 1 in the amount of \$48,300 which would increase the contract amount from \$1,057,497.40 to \$1,105,797.40.

Please call if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Joseph E. Shaw".

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

11b.

**ORDINANCE NO. 110-2024**

**AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO APPROVE CHANGE ORDER NO. 1 TO THIS CITY'S AGREEMENT WITH GEDDIS PAVING & EXCAVATING FOR THE MAIN STREET RECONSTRUCTION PROJECT TO PROVIDE FOR EXCAVATION NOT ACCOUNTED FOR IN THE DESIGN; INCREASING THE CONTRACT AMOUNT BY \$48,300; APPROPRIATING FUNDS THEREFORE; AND DECLARING AN EMERGENCY.**

WHEREAS, Ordinance No. 10-2024, passed February 5, 2024, accepted the bid of Geddis Paving and Excavating and awarded the contract for the Monroe Street Reconstruction Project to same, which bid was in the amount of \$1,057,497.40; and,

WHEREAS, the Director of Public Service, by report dated October 7, 2024, has recommended approval of Change Order No. 1 of Geddis Paving and Excavating for said Monroe Street Reconstruction Project to provide for three inches of excavation across the entire full-depth footprint that was not accounted for in the project design; and,

WHEREAS, the excavation work resulted in a net increase to the contract in the amount of Forty-Eight Thousand Three Hundred Dollars (\$48,300.00), for a total contract amount of \$1,105,797.40.

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

**SECTION 1.** That said change order increasing the contract amount by the sum of Forty-Eight Thousand Three Hundred Dollars (\$48,300.00), authorized to be appropriated be, and the same hereby is, approved, and the Mayor and the Director of Finance be, and they hereby are, authorized to sign said change order on behalf of this City, thereby indicating such approval and changing the total contract amount.

**SECTION 2.** That, to provide funds for said change order for improvements, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore appropriated to **Account No. 401-7610-53595 – Main Street – Ten Mile to Convent/Oakland Court**, the sum of Forty-Eight Thousand Three Hundred Dollars (\$48,300.00).



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

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the adjustments in the contract for said excavation 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 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 01

Project Ordinance No.: 10-2024      Purchase Order No. 65586  
 Contract: LUC-CR 1572-8.28 PID 111207 Main Street  
 Title of Change Order: Additional Excavation Quantity – Design Error  
 Date: 9/23/2024

Description of Change: **Excavation**      **\$48,300.00**

**TOTAL**      **\$48,300.00**

(See Attached)

RECOMMENDED FOR APPROVAL BY:       10/3/24  
 Joseph E. Shaw, P.E., P.S.      Date  
 Public Service Director

Original Contract Amt	\$	1,057,497	40	REVIEWED BY:	Darren J. Schimmoeller, PE
Previous Changes (+ or -)	\$	0	00	DATE:	10/1/24
This Change (+ or -)	\$	48,300	00	SUBMITTED BY:	Geddis Paving & Excavating
Adjusted Contract Amt	\$	1,105,797	40	DATE:	10/01/24

*Darren Schimmoeller*  
Digitally signed by Darren Schimmoeller  
 DN: C=US,  
 E=d.schimmoeller@structurepoint.com,  
 O=American Structurepoint, CN=Darren Schimmoeller  
 Date: 2024.10.01 16:53:17-0400  
 Engineers Signature

*[Signature]*  
 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



# American Structurepoint - OH

## Change Order Details

LUC-CR 1572-8.28 PID 111207 Main Street

**Description** A road diet reconstruction of 0.34 miles of Main Street (CR 1572) beginning 0.10 miles north of Convent Boulevard and ending at the south end of the bridge over Ten Mile Creek; including full-depth reconstruction of the pavement between existing gutter plates, subgrade treatment, storm sewer replacement at various locations, addition of underdrains, upgrading curb ramps to ADA standards, replacement of an existing traffic signal with a PHB, the addition of on-road bike lanes all required pavement markings and signing.

**Prime Contractor** GEDDIS PAVING & EXCAVATING INC  
1019 WAMBA AVE  
TOLEDO, OH 43607

**Change Order** 1

**Status** Pending

**Date Created** 09/10/2024

**Type** Design Error

**Summary** Design Error - See Description

**Change Order Description** Item 008: Excavation (Design Error)

The design firm failed to account for the necessary excavation quantity resulting in the need to excavate an additional 3 inches of subbase material to meet the total proposed thickness of 13 inches. The current project setup only allows for 22 cubic yards of excavation. The existing pavement thickness closely matched the typical sections, making it necessary for the contractor to excavate more than originally proposed. It was decided to proceed with excavating the 3 inches and placing the full 6 inches of 304 aggregate base on the northbound and southbound sides. This change order addresses the additional work and associated costs due to the design oversight.

**Awarded Project Amount** \$1,057,497.40

**Authorized Project Amount** \$1,057,497.40

**Change Order Amount** \$48,300.00

Revised Project Amount \$1,105,797.40

**Increases/Decreases**

Line Number	Item ID	Unit	Unit Price	Current Quantity	Current Amount	Change Quantity	Change Amount	Revised Quantity	Revised Amount
<b>Section: 1 - Roadway</b>									
0008	203E10000	CY	\$100.000	22.000	\$2,200.00	483.000	\$48,300.00	505.000	\$50,500.00
<b>EXCAVATION</b>									

**Reason:** Additional quantity needed to meet the proposed 13-inch thickness and elevation of the roadway.

1 item Totals \$2,200.00 \$48,300.00 \$50,500.00

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**ORDINANCE NO. 111-2024**

**AMENDING CHAPTER 951 – STREET, PARK AND OTHER TREES OF THE SYLVANIA CODIFIED ORDINANCES, 1979, AS AMENDED; AND DECLARING AN EMERGENCY.**

WHEREAS, the Director of Public Service has recommended that Chapter 951 be amended as set forth on the attached “Exhibit A” to provide for the collection of the cost of the tree removal on

either the owner’s property tax bill or utility bill.

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

**SECTION 1.** That Chapter 951 of the Codified Ordinances of Sylvania, 1979, as amended, be and it is, hereby further amended to read as set forth on the attached “Exhibit A.”

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

Vote on passage as an emergency:                      Yeas \_\_\_\_\_ Nays \_\_\_\_\_

Passed, \_\_\_\_\_, 2024, as an emergency measure.

ATTEST:

\_\_\_\_\_  
President of Council  
APPROVED AS TO FORM:

\_\_\_\_\_  
Clerk of Council  
APPROVED:

\_\_\_\_\_  
Director of Law

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

951.14 PROCEDURE FOR RESIDENTS TO REQUEST THE CITY TO REMOVE TREES  
FROM  
RESIDENTIAL PRIVATE PROPERTY.

The procedure for City of Sylvania residents to petition the City for tree removal from residential private property and have the costs of said removal and associated administrative and recording fees assessed on their tax and/or utility bill for a five-year period is hereby approved and adopted.

(Ord. \_\_\_\_\_-2024. Passed \_\_\_\_\_-2024.)

“Exhibit A”



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

October 7, 2024

To: The Mayor and Members of Sylvania City Council

Re: **DOWNTOWN TRANSPORTATION IMPROVEMENTS (PHASE 1)**

Dear Mr. Mayor and Council Members:

The construction plans and cost estimate have been completed by the design engineering team and the Service Department is ready to publicly advertise the project for sale.

The scope of work includes the full-depth reconstruction of the first downtown block of Main Street between Monroe Street and Maplewood Avenue including new drainage, planting areas, sidewalks, lighting, and seating areas meeting with ADA accessibility requirements. In addition, the waterline will be replaced and the sanitary sewer laterals will be rehabilitated between Monroe Street and Erie Street.

The estimated construction cost is \$4,213,888 of which \$2,030,923 (48.2%) is being funded by the City's allocation of American Rescue Plan Act (ARPA) funds. In addition, \$599,229 (14.2%) from an Ohio Public Works Commission (OPWC) grant will be used to cover construction costs. The remaining \$1,583,736 (37.6%) will be locally funded.

This project was programmed into the 2024 budget using several accounts including capital improvement (401-7610-53610 and 402-7610-53501), water (701-7525-53501), and wastewater (702-7540-53501). The Service Department will advertise for bids beginning on October 14, 2024 with a bid opening scheduled for November 5, 2024. Construction will start in the Spring of 2025.

We would request that the Clerk of Council be authorized to advertise for bids.

Sincerely,

A handwritten signature in blue ink that reads "Joseph E. Shaw".

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