

Sylvania City Council

November 4, 2024

7:00 p.m. Public Hearing

Proposed Ord. No. 99-2024 – Planning & Zoning Code Amendment

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. Richardson.
3. Additions to the agenda.
4. Approval of the Council meeting minutes from October 21, 2024.
5. Report from Public Hearing on 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.
 - a. Certificate of Notice for Proposed Ordinance No. 99-2024.
6. Toledo Metropolitan Area Council of Governments (TMACOG) Storm Water Coalition 2025 Mass Media Campaign Memorandum of Understanding (MOU).
 - a. Service Director's letter recommending approval of TMACOG MOU.
 - b. Proposed Ordinance No. 119-2024, Authorizing the Mayor and Director of Finance to enter into a MOU with TMACOG for the Storm Water Coalition 2025 Mass Media Campaign.
7. Sylvania Schools Pedestrian Hybrid Beacon Project.
 - a. Service Director's letter recommending approval of agreement.
 - b. Proposed Ordinance No. 120-2024, Authorizing the Mayor and Director of Finance to enter into an agreement with the State of Ohio Department of Transportation on behalf of the City of Sylvania for this project.
 - c. Service Director's letter recommending approval of the DGL Consulting Engineers proposal and the local participation share.
 - d. Proposed Ordinance No. 121-2024, Accepting the proposal of DGL Consulting Engineers, LLC for professional engineering services relative to this project.
8. Monroe Street Traffic Signal Improvements Project.
 - a. Service Director's letter requesting approval of the permanent and temporary right-of-way contract for sale with Fairways at Sylvania Condominium Association.
 - b. Proposed Ordinance No. 122-2024, Authorizing the Mayor and Director of Finance to enter into a contract for sale and purchase of real property for a portion of the property along the south side of Monroe St. at the Fifth Third Bank/Major Magics Intersection relative to this project.

9. Proposed Ordinance No. 123-2024, Amending the Codified Ordinances, 1979, as amended by adding Chapter 771 – Towing Services.
10. 2025 Budget.
 - a. Proposed Ordinance No. 124-2024, To make appropriations for current expenditures and other expenditures of the City of Sylvania, Ohio for the fiscal year ending December 31, 2025. (First Reading)
11. Tree Removal Agreement with Mark E. Stewart – 4620 Gettysburg Drive.
 - a. Service Director’s letter recommending approval of the agreement.
 - b. Proposed Ordinance No. 125-2024, Authorizing the Mayor and Director of Finance to enter into a Tree Removal Agreement with Mark E. Stewart for the removal of two trees located at 4620 Gettysburg Drive.
12. Petition for Zoning Ordinance Amendment Application No. ZA-3-2024 from Chuck Schmalzried, Michelle Construction, for 4713 N. King Road to change the current R-1 zoning to R-2 with a Planned Development overlay. (Council referral to Plan Commission)
13. Committee reports.
14. Committee referrals.

INFORMATION

- A. 3rd Quarter Management Reports.

Minutes of the Meeting of Council
October 21, 2024

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The Council of the City of Sylvania, Ohio met in regular session on October 21, 2024 at 7:30 p.m. with Mayor Stough in the chair. Roll was called with the following members present: Mark Frye, Marcus Hansen, Doug Haynam, Brian McCann, Patrick Richardson, Mary Westphal, Lyndsey Stough; (7) present; (0) absent.

Roll call:
7 present.

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

Pledge of
Allegiance.

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

Additions to the agenda:

Item #4a. Community updates by Mayor Stough.

Item #5a. Move Item #10 up to Item #5a on the agenda.

Item #13a. Employee & Community Relations Committee & BZA Appointments.

Item #15. Executive Session to discuss property issues/purchases.

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

Agenda approval.

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

Mr. Frye presented the October 7, 2024 regular meeting minutes. Mr. Frye moved, Mrs. Westphal 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 October 7, 2024 be approved; roll call vote being: Haynam, Westphal, Hansen, Frye, McCann, Richardson, Stough; (7) yeas; (0) nays. The motion carried.

Approval of the
Oct. 7, 2024
Meeting minutes.

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

Mayor Stough gave a brief update on two events that happened recently in the community. The Sisters of St. Francis dedicated an Ohio Historical Marker commemorating their great works in Sylvania on the grounds of Lourdes University. The Annual Sister City Dinner was held on Saturday, October 19, 2024 and was well attended by our group and the group from Woodstock, Ontario. The new Chair, David Walker, is doing a great job getting more residents involved with Sister Cities. The parade was once again a great success thanks to The Sylvania Chamber of Commerce.

Community
updates by
Mayor Stough.

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

Mr. Frye gave a brief report on the Finance Committee Meeting held on October 14, 2024 at 6:00 p.m. where the 2025 Budget was discussed.

Report from
Finance Comm.
meeting held on
10/14/24.

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

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Mr. Haynam presented and read aloud by title only, proposed Ordinance No. 118-2024, a written copy of same having been previously furnished to each member of Council “Accepting for annexation to the City of Sylvania, Ohio, the Territory described in Annexation Petition Number 2024-2 for which Leslie B. Brinning is the agent, and is hereinafter described; providing for the interim zoning of said territory; and declaring an emergency.”; Mr. Haynam moved, Mrs. Westphal seconded for passage of Ordinance No. 118-2024 as an emergency measure; roll call vote being: Stough, Hansen, Haynam, McCann, Westphal, Richardson, Frye; (7) yeas; (0) nays. The motion carried.

Ordinance No. 118-2024, “... Annexation No 2024-2... Monroe Street... Lutheran Properties...”

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

Service Director’s letter recommending approval of Change Order No. 2 (Final) was placed on file. Mr. McCann presented and read aloud by title only, proposed Ordinance No. 114-2024, a written copy of same having been previously furnished to each member of Council “Authorizing the Mayor and Director of Finance to approve a second amendment to the City’s agreement with Civil & Environmental Consultants, Inc. for the Harroun Park River Trail Stream Restoration Project (Phase 2) to reflect the final cost of the improvement; decreasing the proposal amount by \$10,993.15; and declaring an emergency.”; Mr. McCann moved, Mr. Hansen seconded for passage of Ordinance No. 114-2024 as an emergency measure; roll call vote being: Frye, Haynam, Stough, McCann, Hansen, Westphal, Richardson; (7) yeas; (0) nays. The motion carried.

Ordinance No. 114-2024, “...Harroun Park River Trail Stream Restoration... Civil & Environmental Consultants...”

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

Service Director’s letter recommending approval of Change Order No. 2 (Final) was placed on file. Mr. McCann presented and read aloud by title only, proposed Ordinance No. 115-2024, 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. 2 (Final) to this City’s agreement with Geddis Paving and Excavating, Inc. for the Balfour Road Waterline Improvements and Resurfacing Project to reflect quantity overruns and underruns as well as one additional scope of work item for the project; increasing the contract amount by \$34,874.75; and declaring an emergency.”; Mr. McCann moved, Mr. Haynam seconded for passage of Ordinance No. 115-2024 as an emergency measure; roll call vote being: Haynam, Frye, Stough,

Ordinance No. 115-2024, “... Balfour Waterline & Resurfacing... Geddis Paving...”

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McCann, Hansen, Westphal, Richardson; (7) yeas; (0) nays. The motion carried.

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

Service Director's letter recommending approval of agreement was placed on file. Mr. Richardson presented and read aloud by title only, proposed Ordinance No. 116-2024, a written copy of same having been previously furnished to each member of Council "Authorizing the Mayor and Director of Finance to enter into a maintenance and construction agreement with right of entry on behalf of the City of Sylvania with the Board of the Sylvania City School District relative to the Sylvania Avenue Pedestrian Hybrid Beacon Project; and declaring an emergency."; Mr. Richardson moved, Mrs. Westphal seconded for passage of Ordinance No. 116-2024 as an emergency measure; roll call vote being: Haynam, Stough, McCann, Hansen, Frye, Westphal, Richardson; (7) yeas; (0) nays. The motion carried.

Ordinance No.
116-2024,
"...Agreement
with School
Board...
Sylvania Avenue
PHB project..."

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

Service Director's letter requesting approval of the permanent right-of-way contract for sale with KIF Properties, Ltd. was placed on file. Mr. Richardson presented and read aloud by title only, proposed Ordinance No. 117-2024, a written copy of same having been previously furnished to each member of Council "Authorizing the Mayor and Director of Finance to enter into a contract for sale and purchase of real property for a portion of the property along the north side of Monroe Street at the Fifth Third Bank/ Major Magics Intersection in the amount of \$7,095 for the Monroe Street Traffic Signal Improvement Project owned by KIF Properties, Ltd.; providing funds for said purchase; authorizing the payment of the purchase price; and declaring an emergency."; Mr. Richardson moved, Ms. Stough seconded for passage of Ordinance No. 117-2024 as an emergency measure; roll call vote being: Westphal, Hansen, Haynam, Stough, McCann, Richardson, Frye; (7) yeas; (0) nays. The motion carried.

Ordinance No.
117-2024, "Real
property
purchase...
Monroe Street
Traffic Signal
Project... KIF
Properties..."

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

Mr. Richardson moved, Mr. Hansen seconded to approve the Service Director's request to begin Letters of Interest solicitation for Construction Management Services for the Downtown Transportation Improvement (Phase 1) Project.; roll call vote being: Hansen, Frye, Haynam, McCann, Westphal, Richardson, Stough; (7) yeas; (0) nays.

LOI Solicitation
for DT Trans.
Improvement
Project (Phase 1).

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The motion carried.

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

Mr. Haynam moved, Mr. McCann seconded to refer Petition for Zoning Amendment Application No. ZA-2-2024 from Mike Hojnacki for Centennial Crossings Plat One Lot BB and Lot GG, 8233 Sunset Lane and 5750 Breezy Porch Drive, to build 7-unit Town Homes, change a portion of planned development from commercial to residential to the Municipal Planning Commission for review and recommendation; roll call vote being: Stough, Haynam, Richardson, Frye, Westphal, Hansen, McCann; (7) yeas; (0) nays. The motion carried.

Plan Commission referral of ZA-2-2024, Centennial Crossings.

Mr. Frye moved, Mr. Hansen seconded to enter into Executive Session to discuss property issues/purchases at 8:05 p.m. Roll call vote being: Haynam, Frye, Stough, Westphal, Richardson, Hansen, McCann, (7) yeas; (0) nays. The motion carried.

Executive Session to discuss property issues/purchases.

Mr. Frye moved, Mrs. Westphal seconded to return from Executive Session to General Session at 9:03 p.m. No action taken during Executive Session. Roll call vote being: McCann, Stough, Richardson, Haynam, Hansen, Frye, Westphal, (7) yeas; (0) nays. The motion carried.

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

Mrs. Westphal gave a brief update on the open positions on the Board of Zoning Appeals. She stated that advertising for this will be in the Sylvania Advantage and online with the deadline for applicants being November 14, 2024 at 4:00 p.m. Mrs. Westphal moved, Mr. Hansen seconded to set an Employee and Community Relations Committee meeting to conduct interviews for the open positions on Tuesday, November 19, 2024 at 6:00 p.m. in the Police Division Conference Room. Roll call vote being: Haynam, Richardson, Stough, Frye, Hansen, McCann, Westphal, (7) yeas; (0) nays. The motion carried.

Set up Emp. & Community Relations Committee Meeting for 11/19/24 at 6pm.

Mayor Stough stated all agenda items have been addressed.

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Mr. Frye moved, Mr. McCann seconded to adjourn at 9:05 p.m. Roll call vote being: **Adjournment.**
Frye, Westphal, Hansen, Richardson, Stough, Haynam, McCann; (7) yeas; (0) nays.

Clerk of Council

Mayor



5a.

SYLVANIA CITY COUNCIL
LAURA BIGELOW, CLERK

November 4, 2024

To: Mayor Craig Stough and Members of City Council

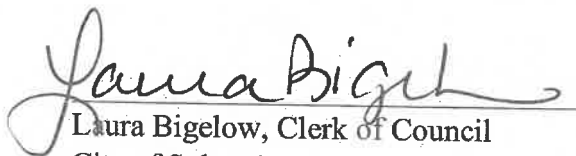
Fm: Laura Bigelow, Clerk of Council

Certificate of Notice

Proposed Ordinance No. 99-2024, Amend Part Eleven-Planning & Zoning Code of the Sylvania Codified Ordinances, 1979, as amended by amending Section 1101.01 – Definitions and by amending Section 1153.02 – Special Uses.

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 22, 2024.



Laura Bigelow, Clerk of Council
City of Sylvania

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.

WHEREAS, the Zoning Administrator and Director of Public Service have received some requests to locate auto washes in the City of Sylvania; and,

WHEREAS, the Economic Development Director has received a request to locate a dog wash as a component to an auto wash in the City of Sylvania; and,

WHEREAS, inasmuch as the City's Zoning Code does not provide for auto washes and/or dog washes as a permitted use, the Zoning Code should be amended to permit such uses.

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

SECTION 1. That Section 1101.1111 – Car Wash, of the Codified Ordinances of Sylvania, 1979, be, and the same hereby is, amended to read as set forth on “Exhibit A.”

SECTION 2. That Section 1153.02 – Special Uses, of the Codified Ordinances of Sylvania, 1979, be, and the same hereby is, amended to read as set forth on “Exhibit B.”

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

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

SECTION 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that this ordinance must be immediately effective to provide for dog wash and automobile washes in the City and to make necessary changes to the Codified Ordinances. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote 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

* * * *

1101.1111 CAR WASH.

“Car Wash” means a building, or portion thereof, containing facilities for washing one or more automobiles at any one time, using production line methods such as a chain conveyor, blower, steam cleaning device, or other mechanical devices, or providing space, water, equipment, or soap for the complete or partial cleaning of such automobiles, whether by operator or by customer.

* * * *

(Ord. ____-2024. Passed ____-2024.)

“Exhibit A”

1153.02 SPECIAL USES.

* * *

(ff) Auto Wash:

- (1) Auto Washes in B-1, B-2, B-4, M-1 and M-2 Districts.
- (2) All buildings shall have a front yard setback of not less than fifty (50) feet.
- (3) All washing facilities shall be within a completely enclosed building.
- (4) Vacuuming and drying areas may be located outside the building but shall not be in the required front yard and shall not be closer than fifty (50) feet to any residential district.
- (5) All vehicle queuing based on the peak hour demand is prohibited in the public right-of-way and shall be stored on site.
- (6) All off-street parking spaces shall meet with the requirements of Chapter 1157.
- (7) All lighting shall meet with the requirements of Chapter 1157.
- (8) One (1) portable dog wash station may be permitted as part of an auto wash. As part of the Special Use Permit application process, the location and design of the dog wash station will be subject to Sylvania City Council, Board of Architectural Review and Sylvania Municipal Plan Commission review, recommendation, and/or approval.

(Ord. _____-2024. Passed _____-2024.)

“Exhibit B”



6a.

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

November 4, 2024

To: The Mayor and Members of Sylvania City Council

Re: **Toledo Metropolitan Area Council of Governments (TMACOG)
Storm Water Coalition 2025 Mass Media Campaign Memorandum of Understanding**

Dear Mr. Mayor and Council Members:

The National Pollution Discharge Elimination System storm water permit requires regulated Municipal Separate Storm Sewer Systems (MS4's) to comply with six (6) Minimum Control Measures (MCM's). One of the MCM's the City must be in annual compliance with is Public Education, MCM #1. The MS4 is required to raise public awareness of how everyday activities affect stormwater quality and encourage our residents to take steps to protect our waterways.

Stormwater Coalition members within TMACOG recently approved moving forward with a mass media campaign to assist MS4's within Lucas, Ottawa, and Wood counties to better achieve MCM #1 as a part of their annual storm water reporting requirements. The scope of the campaign includes TMACOG entering into a contract with a selected local media provider to produce public service announcements, commercials, video and display ads, and other content throughout the 2025 calendar year. To initiate the campaign, TMACOG is asking for all members to approve the enclosed Memorandum of Understanding. The media content creator's scope of work is shown on Exhibit A and the City's participation amount amongst all the jurisdictions are shown in Exhibit B.

The City of Sylvania participation request is in the amount of \$871.81 and was calculated based on the municipal parcel count in the tri-county area. The participation amount would be funded from the 503-7510-52268 account. We would recommend approval of TMACOG Memorandum of Understanding and participation amount of \$871.81. Please call if you should have any questions.

Sincerely,

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

66.

ORDINANCE NO. 119-2024

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE OF THE CITY OF SYLVANIA, OHIO, TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE TOLEDO METROPOLITAN AREA COUNCIL OF GOVERNMENTS ("TMACOG") FOR THE STORM WATER COALITION 2025 MASS MEDIA CAMPAIGN; AND DECLARING AN EMERGENCY.

WHEREAS, the National Pollution Discharge Elimination System storm water permit requires regulated Municipal Separate Storm Sewer Systems (MS4's) to comply with six (6) Minimum Control Measures (MCM's); and,

WHEREAS, public education is one of the minimum control measures that requires annual City compliance; and,

WHEREAS, Stormwater Coalition members within TMACOG recently approved moving forward with a mass media campaign to assist MS4's within Lucas, Ottawa and Wood Counties to ensure compliance with the public education control measure; and,

WHEREAS, the scope of the campaign includes TMACOG entering into a contract with a selected local media provider to produce public service announcements, commercials, video and display ads, and other content throughout the 2025 calendar year; and,

WHEREAS, the Director of Public Service, by report dated November 4, 2024, has recommended the City enter into the Memorandum of Understanding so that it can participate in the mass media campaign and meet its public education control measure for its MS4, a copy of the Memorandum of Understanding is attached hereto as "Exhibit A."

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

SECTION 1. That the Mayor and Director of Finance be, and they hereby are, authorized to enter into, on behalf of this City, a Memorandum of Understanding in the form and substance of said "Exhibit A" with the Toledo Metropolitan Area Council of Governments and community partners.

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 Memorandum of Understanding should be entered into 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.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

13 ABC

Content Type	Created Content	Deliverables	Details	Monthly Reportables
Broadcast <ul style="list-style-type: none"> All recorded content will be planned for reuse in digital components. Show segments will be sent to use on campaign website and social media. 	PSA as Commercials	13abc Action News at 6am Good Morning America 7-9am The Nine 9a-10a 13abc Action News at 4p 13abc Action News Sat 13abc Action News Sun	<ul style="list-style-type: none"> 13abc Talent Rebecca Regnier & Eric Haubert will star in the PSA's The Nines appearance re-aired a PSA commercials during regular programming 	3x 3x 6x 3x 3x 3x
	The Nine morning show	<ul style="list-style-type: none"> 1 segment per month 2-3 minutes Show segment will be kept for reuse in digital components. Show segments will be sent to use on campaign website 	<ul style="list-style-type: none"> 1x a month educational LIVE in studio 2-3 minute segments featuring partners M-F 9a-10am with Eric Haubert & Rebecca Regnier 	1x
Video Ads	Pre-roll video and mid-roll livestream ads can reach engaged users on desktop and mobile.	13abc.com, mobile, and app	<ul style="list-style-type: none"> Zip code targeted 	25,000 Impressions
	Display ads target internet users based on their behavior, interests, and location—so you can reach the right people in the right places at the right time.	13abc.com banner, and sidebar ads	<ul style="list-style-type: none"> Zip code targeted 	<ul style="list-style-type: none"> Geographical, behavioral, website retargeting Includes attribution pixels to be placed on our homepage
OTT Streaming	Reach customers while they view the most sought after long form video content - TV shows, movies, sports, and live TV - on internet-enabled streaming devices.	:15, :30 Premium OTT streaming TV	<ul style="list-style-type: none"> Geographical, behavioral, household targeting available Includes attribution pixels to be placed on our homepage 	25,000 Impressions
	Article placed on news webpage.	Home page of Desktop and mobile site News app Weather App	<ul style="list-style-type: none"> NATIVE ads are more subtle advertising that's cohesive with the stories and user experience of 13abc.com & the 13abc mobile app. 	50,000 Impressions 1X MINIMUM Minimum of once a month for 24hour period
Website native article				

Exhibit B

Last updated

10/7/2024

2025 SWC Mass Media Campaign Member Cost Share				
Community	Parcel Count for 2025	Cost Share	Cost - 6 months of service in 2025	Amount Collected
Lucas County Utility	36,398	15.8%	\$ 4,726.26	\$ -
<i>Sylvania Township</i>	13,428	5.8%	<i>Paid for by Lucas County Utility</i>	<i>Paid for by Lucas County Utility</i>
<i>Spencer Township</i>	1,241	0.5%		
<i>Springfield Township</i>	9,091	3.9%		
<i>Monclova Township</i>	6,335	2.7%		
<i>Waterville Township</i>	1,246	0.5%		
<i>Jerusalem Township</i>	3,836	1.7%		
<i>Washington Township</i>	1,221	0.5%		
Oregon City	9,599	4.2%	\$ 1,246.42	\$ -
Maumee City	6,693	2.9%	\$ 869.08	\$ -
Sylvania City	6,714	2.9%	\$ 871.81	\$ -
Waterville City	2,470	1.1%	\$ 320.73	\$ -
Ottawa Hills Village	1,703	0.7%	\$ 221.13	\$ -
Holland Village	781	0.3%	\$ 101.41	\$ -
Whitehouse Village	2,130	0.9%	\$ 276.58	\$ -
Swanton Village	1,942	0.8%	\$ 252.17	\$ -
Toledo City	118,407	51.3%	\$ 15,375.07	\$ -
Wood County*	22605	9.8%	\$ 2,935.24	\$ -
<i>Perrysburg Township</i>	6,071	2.6%	<i>Paid for by Wood County Engineer's Office</i>	<i>Paid for by Wood County Engineer's Office</i>
<i>Middleton Township</i>	2,741	1.2%		
<i>Lake Township</i>	4,070	1.8%		
<i>Northwood City</i>	3,929	1.7%		
<i>Rossford City</i>	3,673	1.6%		
<i>Milbury Village</i>	720	0.3%		
<i>Walbridge Village</i>	1,401	0.6%		
Bowling Green City	9,722	4.2%	\$ 1,262.40	\$ -
Perrysburg City	9,828	4.3%	\$ 1,276.16	\$ -
Ottawa County	2,045	0.9%	\$ 265.54	\$ -
<i>Allen Township</i>	2,045	0.9%	Paid by Ottawa County	Paid by Ottawa County
Total	231037	**	\$ 30,000.00	\$ -

*This total does not include Haskins Parcels

**The total cost will need to be updated to represent MMC contract



7a.

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

November 4, 2024

To: The Mayor and Members of Sylvania City Council

Re: **LUC-VAR-Sylvania PHB's (PID 122182)**
ODOT LPA Local Let Project Agreement

Dear Mr. Mayor and Council Members:

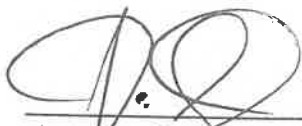
This project will replace four (4) Rectangular Rapid Flashing Beacon (RRFB) systems at Highland Elementary, Sylvan Elementary, McCord Junior High, and Southview High School with Pedestrian Hybrid Beacons (PHB). Construction is scheduled to begin in 2026 and would be completed by the spring of 2027.

On December 18, 2023 City Council authorized the Service Department to apply for ODOT Systemic Safety funding (Res. 20-2023). The total cost of the project was estimated to be \$1,274,700 and we were awarded the full Safety amount requested (\$1,109,070). Additionally, on September 16, 2024, City Council authorized the Service Department to apply for Ohio Public Works Commission (OPWC) funding (Res. 13-2024) to supplement the Safety funding. We are expected to learn the results of this application request in December 2024.

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

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

Sincerely,



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

76.

ORDINANCE NO. 120-2024

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AN AGREEMENT WITH THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION ON BEHALF OF THE CITY OF SYLVANIA FOR THE SYLVANIA SCHOOLS PEDESTRIAN HYBRID BEACON PROJECT; AND DECLARING AN EMERGENCY.

WHEREAS, Ordinance No. 48-2023, passed June 5, 2023, accepted the proposal of DGL Consulting Engineers, LLC to prepare a Pedestrian Hybrid Beacon Safety Study for Highland Elementary, Sylvan Elementary and McCord Road Junior High Schools at a cost of \$24,000; and,

WHEREAS, Ordinance No. 86-2023, passed October 16, 2023, authorized the Mayor and Director of Finance to approve the amendment to the City's agreement with DGL Consulting Engineers, LLC to include Southview High School in the Pedestrian Hybrid Beacon Safety Study Project and increased the proposal amount by \$9,200; and,

WHEREAS, Resolution No. 20-2023, passed December 18, 2023, authorized the Mayor and Director of Finance to prepare and submit an application to participate in the Ohio Department of Transportation's Systemic Safety Improvement Program for the Pedestrian Hybrid Beacon Project and to execute contracts as required and the project was funded in the amount of \$1,109,070; and,

WHEREAS, Resolution No. 13-2024, passed September 16, 2024, authorized the Mayor and Director of Finance to prepare and submit an application to participate in the Ohio Public Works Commission funding to supplement the safety funding; and,

WHEREAS, Ordinance No. 116-2024, passed October 21, 2024, authorized the Mayor and Director of Finance to enter into a maintenance and construction agreement with right of entry on behalf of the City of Sylvania with the Board of the Sylvania City School District

relative to the Sylvania Schools Pedestrian Hybrid Beacon Project; and,

WHEREAS, the purpose of the project is to replace four rectangular rapid flashing beacon systems at Highland Elementary, Sylvan Elementary, McCord Junior High and Southview High School with pedestrian hybrid beacons; and,

WHEREAS, the estimated construction cost of the improvement is \$1,274,700 and the City has received \$1,109,070 in safety funds and will learn the results of the safety grant application in December; and,

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

WHEREAS, the Director of Public Service, by report dated November 4, 2024, has recommended approval of the Agreement between the Ohio Department of Transportation and the City of Sylvania, Ohio, a copy of which is attached hereto as "Exhibit A."

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

SECTION 1. That the Mayor and Director of Finance be, and they hereby are, authorized to enter into, on behalf of this City, an Agreement with the Ohio Department of Transportation for the Sylvania Schools Pedestrian Hybrid Beacon Project, a copy of which is attached.

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

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

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the Agreement should be entered into immediately so that the

Sylvania Schools Pedestrian Hybrid Beacon Project is not delayed. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2024 as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

CFDA 20.205

LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, (ODOT), 1980 West Broad Street, Columbus, Ohio 43223 and **the City of Sylvania, 6730 Monroe Street Sylvania, Ohio 43560 (LPA).**

1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the **Ohio Revised Code (ORC)** provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The **upgrade of the existing rectangular rapid-flashing beacon crosswalks to pedestrian hybrid beacon crosswalks at four locations: 1) McCord Rd at McCord Junior High School, 2) McCord Rd at Charlesgate Rd, 3) Erie St, at Highland Elementary, and 4) Sylvania Ave at Southview High School (PROJECT)** is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

2. LEGAL REFERENCES AND COMPLIANCE

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

A. FEDERAL

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

B. STATE

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

C. ODOT

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

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

2.3 The LPA shall have on file a completed and approved Local-let Participation Requirement Review Form (FORM) before the first required submission of the Project's Stage Plan Set. Failure to comply will result in the delay of the Federal Authorization for Construction, until the FORM has been completed and approved. Failure to submit a completed FORM will result in the PROJECT reverting to ODOT-let and the LPA will be prohibited from participating in the Local-let Program until the Form is completed and approved by ODOT.

3. FUNDING

3.1 The total cost for the PROJECT is estimated to be \$1,311,391 as set forth in Attachment 1. ODOT shall provide to the LPA 90% percent of the eligible costs, up to a maximum of \$1,109,070 in Federal Safety funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. The funds through ODOT shall be applied only to the eligible costs associated with the preliminary engineering, right-of-way, and actual construction of the improvements of the PROJECT.

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

4. PROJECT DEVELOPMENT AND DESIGN

4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.

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

4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The recognized set of written design standards may be either the LPA's formally written local design standards that have been **reviewed and accepted by ODOT or** ODOT's Design Manuals and the appropriate AASHTO publication. Notwithstanding the foregoing, for projects that contain a high crash rate or areas of crash concentrations, ODOT may require the LPA to use a design based on ODOT's L&D Manual. The LPA shall be responsible for

ensuring that any standards used for the PROJECT are current and/or updated. The LPA shall be responsible for informing the District LPA Manager of any changes.

- 4.4 The LPA shall designate a Project Design Engineer, who is a registered professional engineer to serve as the LPA's principal representative for attending to project responsibilities. If the Project Design Engineer is not an employee of the LPA, the LPA must engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT.
- 4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

5. ENVIRONMENTAL RESPONSIBILITIES

- 5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act (NEPA) and related regulations, including but not limited to the requirements of the National Historic Preservation Act, and for securing all necessary permits.
- 5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-Qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at ODOT's Office of Contracts. If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 5.3 ODOT shall be responsible for the review of all environmental documents and reports and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the PROJECT.
- 5.5 The LPA shall require its consultant(s), selected to prepare a final environmental document pursuant to the requirements of NEPA, to execute a copy of a disclosure statement specifying that the consultant(s) has no financial or other interest in the outcome of the PROJECT.
- 5.6 The LPA shall submit a Notice of Intent to the Ohio EPA to obtain coverage under the National Pollution Discharge Elimination System (NPDES) Construction General Permit for all projects where the combined Contractor and Project Earth Disturbing Activity (EDA) are one (1) acre or more. If the LPA chooses not to use ODOT's L&D Vol. 2 on Local-let LPA projects, they may use an alternative post-construction Best Management Practice (BMP) criterion with Ohio EPA approval.

6. RIGHT-OF-WAY(R/W)/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All R/W Acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (Uniform Act), any related Federal regulations issued by the FHWA, and any rules, policies, and procedures issued by ODOT.
- 6.2 If existing and newly acquired R/W is required for this PROJECT, the LPA shall certify that all R/W has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective R/W functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and procedures.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and any rules, policies, and procedures issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions, nor shall the LPA hire a sub-consultant for Relocation and another sub-consultant for Relocation Review. Relocation Review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.
- 6.5 The LPA shall provide the ODOT District Office with its LPA Certification of Right of Way Control Letter, certifying that all R/W property rights necessary for the PROJECT are under the LPA's control, that all R/W has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with project construction activities. ODOT shall make use of the LPA's Certification of Right of Way Control Letter, as well as evaluate the LPA's and/or consultant's performance of the project real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.
- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a Utility Relocation Agreement with each utility prior to the letting of construction.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval. Consistent with Sections 6.1 and 6.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 6.1 and 6.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.
- 6.8 Unless by prior written agreement, the LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.

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

7. ADVERTISING, SALE, AND AWARD

7.1 The LPA **shall not** advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.

7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Manager as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.

7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The period between the first legal advertising date and the bid opening date shall be a minimum of 21 calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials. ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and letting the contracts.

7.4 The LPA must incorporate ODOT's LPA Bid Template in its entirety in project bid documents. The template includes Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts as well as appropriate subcontracts and purchase orders.

7.5 The LPA shall require the contractor to be enrolled in, and maintain good standing in, the Ohio Bureau of Workers' Compensation Drug-Free Safety Program (DFSP), or a similar program approved by the Bureau of Workers' Compensation, and the LPA must require the same of any of its subcontractors.

7.6 Only ODOT pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in effect/current **at the time of award**. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement, unless otherwise directed by the LPA in the bidding documents. In accordance with FHWA Form 1273, Section VII and 23 CFR 635.116, the prime contractor must perform no less than 30% of the total original contract price. The 30%-prime contractor requirement does not apply to design-build contracts.

7.7 In accordance with ORC 153.54, et. seq., the LPA shall require that the selected contractor provide a performance and payment bond in an amount equal to at least 100% of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond. If the LPA has 100% locally funded work product within this Agreement, the LPA must allocate the correct percent of the performance and payment bond cost to the 100% locally funded work product.

7.8 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is not subject to a finding for recovery under ORC 9.24, that the contractor has taken the appropriate remedial steps required under ORC 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at

<https://ohioauditor.gov/findings.html> . If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.

- 7.9 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is an active registrant on the Federal System for Award Management (SAM). Pursuant to 48 CFR 9.404, contractors that have an active exclusion on SAM are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.
- 7.10 Per ORC 9.75(B), the LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.
- 7.11 After analyzing all bids for completeness, accuracy, and responsiveness, per ORC 153.12, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA within 60 days after bid opening. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this Agreement, if applicable.

8. CONSTRUCTION CONTRACT ADMINISTRATION

- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections, and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC 153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this Agreement.
- 8.2 The LPA must maintain a project daily diary that is up-to-date and contains the following information: all work performed, list of equipment utilized, project personnel and hours worked, pay quantities, daily weather conditions, special notes and instructions to the contractor, and any unusual events occurring on or adjacent to the PROJECT. Additionally, the LPA is responsible for documenting measurements, calculations, material quality, quantity, and basis for payment; change orders, claims, testing and results, traffic, inspections, plan changes, prevailing wage, EEO and DBE, if applicable. The LPA is responsible for ensuring all materials incorporated into the PROJECT comply with ODOT's Construction and Material Specifications and meet the requirements of Appendix J in the LAMP Manual of Procedures.
- 8.3 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.4 The Federal-aid Highway Program operates on a reimbursement basis, which requires that costs actually be incurred and paid before a request is made for reimbursement. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. If the LPA is requesting reimbursement, it must provide documentation of payment for the project costs requested. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with

pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed daily as the items of work are completed and accepted.

- 8.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio (STATE). ODOT shall pay the Contractor or reimburse the LPA within 30 days of receipt of the approved Contractor's invoice from the LPA.
- 8.6 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of the mechanic's lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of ORC Chapter 1311 may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the mechanic's lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the mechanic's lien is resolved.
- 8.7 Payment or reimbursement to the LPA shall be submitted to:

Joseph Shaw P.E., P.S., Safety/Service Director
City of Sylvania
6730 Monroe Street
Sylvania, Ohio 43560

- 8.8 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all Federal funding commitments.
- 8.9 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and, if necessary, unilaterally modify any other term of this Agreement in order to preserve its Federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.
- 8.10 Any LPA right, claim, interest, and/or right of action, whether contingent or vested, arising out of, or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the Claim(s)), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in/to the Claim(s) and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim(s). The LPA further authorizes ODOT to sue, compromise, or settle any such Claim(s). It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim(s) including requests for information and/or documents and/or to testify.
- 8.11 After completion of the PROJECT, and in accordance with 23 USC 116 and applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any

deficiencies, and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any federally funded programs.

- 8.12 The LPA must provide the final invoices, and final report (Appendix P located in the Construction Chapter of the LPA Manual) along with all necessary closeout documentation within six (6) months of the physical completion date of the PROJECT. All costs must be submitted within six (6) months of the established completion date. Failure to submit final invoices along with the necessary closeout documentation within the six (6)-month period may result in closeout of the PROJECT and loss of eligibility of any remaining Federal and or State funds.
- 8.13 The LPA shall be responsible for verifying that a C92 GoFormz has been completed by the prime contractor for each subcontractor and material supplier working on the PROJECT, prior to starting work. This requirement will be routinely monitored by the District Construction Monitor to ensure compliance.
- 8.14 The LPA shall be responsible for monitoring all DBE Subcontractors on the project to ensure they are performing a Commercially Useful Function (CUF) as directed in the LATP Manual of Procedures.
- 8.15 The LPA shall be responsible for monitoring payments made by prime contractors and Subcontractors to ensure compliance with the Prompt Payment requirements outlined in Construction and Materials Specifications (C&MS) 107.21.

9. CERTIFICATION AND RECAPTURE OF FUNDS

- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the STATE for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.

10. NONDISCRIMINATION

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

- 10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.
- 10.3 The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement and in the fulfillment of DBE-related requirements set forth by ODOT. The LPA shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. ODOT's DBE Program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation ("U.S. DOT"), is incorporated by reference in this agreement. The fulfillment of DBE-related requirements by the LPA is a legal obligation and failure to do so shall be treated as a violation of this Agreement.
- 10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest agrees as follows:
- (a) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally assisted programs of the U.S. DOT, 49 CFR Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").
 - (b) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.
 - (c) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency.
 - (d) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders

and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

- (e) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
 - (1) withholding of payments to the LPA under the contract until the LPA complies, and/or
 - (2) cancellation, termination, or suspension of the contract, in whole or in part.
- (f) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs 10.4 (a) through (e) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

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

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such neglect or failure are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or STATE or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with 30 days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.
- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred and ODOT determines that the default can be remedied, the LPA shall have 30 days from the date of such notification to remedy the default or, if the remedy will take in excess of 30 days to complete, the LPA shall have 30 days from the date of notification to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the 30 days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.
- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
- 12.5 This Agreement and the obligation of the parties herein may be terminated by either party with 30 days written notice to the other party. Upon receipt of any notice of termination, the LPA shall immediately cease all work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.
- 12.6 In the event of termination by either party for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

- 13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in ORC 126.30.
- 13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE

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

If to the LPA:

If to ODOT:

Joseph Shaw P.E., P.S., Safety/Service Director	Matthew Sommerfeld P.E., LPA Manager
City of Sylvania	ODOT District 2
6730 Monroe Street	317 East Poe Road
Sylvania, Ohio 43560	Bowling Green, Ohio 43402
jshaw@cityofsylvania.com	Matthew.Sommerfeld@dot.ohio.gov

15. GENERAL PROVISIONS

- 15.1 *Recovery of LPA's allocable project Direct Labor, Fringe Benefits, and/or Indirect Costs:*

To be eligible to recover any costs associated with the LPA's internal labor forces allocable to this PROJECT, the LPA shall make an appropriate selection below: [LPA official must initial the option selected.]

1. No cost recovery of LPA's project direct labor, fringe benefits, or overhead costs.

- (A) The LPA **does not** currently maintain an ODOT approved Federally compliant time-tracking system¹, **and**
- (B) The LPA **does not** intend to have a Federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this PROJECT, **and/or**
- (C) The LPA **does not** intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this PROJECT Agreement.

¹ A "federally compliant time-tracking system" is supported by a system of internal controls and record-keeping that accurately reflects the work performed; which provides reasonable assurance that the time being charged is accurate, allowable, and properly allocated; is incorporated in official records such as payroll records; reasonably reflects the employee's total activity; provides a time or percentage breakdown on all activities, both Federally funded and non-Federally funded for the employee and complies with the LPA's pre-established accounting practices and procedures.



2. Direct labor plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.²

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved Federally compliant time-tracking system, **and**
- (B) The LPA **does not** currently have, and **does not** intend to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.



3. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.³

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved Federally compliant time-tracking system, **and**
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.



4. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the LPA's ODOT approved Indirect Cost Rate.⁴

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved Federally compliant time-tracking system, **and**
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT, **and**
- (C) Instead of using the Federal 10% De Minimis Indirect Cost Rate, the LPA currently has, or intends to negotiate, an ODOT approved indirect cost rate prior to the period of performance of this PROJECT.

For any allocable project labor costs to be eligible for reimbursement with Federal and/or State funds, the LPA must maintain compliance with all timekeeping requirements specified in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe

2 [Also be sure to read footnote # 1] The De Minimis Indirect Cost Rate is 10 %of modified total direct costs (MTDC) per 2 CFR 200.414. The definition of MTDC is provided in the regulation at 2 CFR 200.68. Any questions regarding the calculation of MTDC for a specific project should be directed to the Office of Local Programs. Further, regardless of whether the LPA subrecipient negotiates overhead rates with ODOT or uses the 10% de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs, and then potentially associated fringe/indirect costs, only if the labor costs are accumulated, tracked, and allocated in accordance with compliant systems. Before an LPA is eligible to invoice ODOT for and recover the 10% de minimis indirect cost rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. A non-Federal entity that elects to charge the de minimis rate must meet the requirements in 2 CFR 200 Appendix VII Section D, Part 1, paragraph b.

3 [Also be sure to read footnotes # 1 and 2] The fringe benefits rate billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the ODOT Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rate for that fiscal year to determine which rate is applicable. Accordingly, the fringe benefits rate applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rate.

4 [Also be sure to read footnote # 1] The fringe benefits and indirect cost rates billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rates for that fiscal year to determine which rates are applicable. Accordingly, the rates applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rates.

and/or indirect costs, the LPA shall maintain compliance with Appendix VII of 2 CFR Part 200 and the LAMP Manual of Procedures.

- 15.2 If the LPA decides to change its indirect cost recovery option, the change shall not become effective until this Agreement is amended pursuant to section 15.12 below to reflect the indirect cost recovery option utilized by the LPA on the PROJECT.
- 15.3 *Financial Reporting and Audit Requirements:* One or more phases of this Agreement include a sub award of Federal funds to the LPA. Accordingly, the LPA must comply with the financial reporting and audit requirements of 2 CFR Part 200.

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

Federal and State funds expended to or on behalf of a subrecipient must be recorded in the accounting records of the LPA subrecipient. The LPA is responsible for tracking all project payments throughout the life of the PROJECT in order to ensure an accurate Schedule of Expenditures of Federal Awards (SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this Agreement as a subaward. *Applicable Federal Funds* include not only those LPA project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the LPA.

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

When project expenditures are not accurately reported on the SEFA, the LPA may be required to make corrections to and republish the SEFA to ensure Federal funds are accurately reported in the correct fiscal year. An ODOT request for the restatement of a previously published SEFA will be coordinated with the Ohio Auditor of State.

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

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

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

- 15.5 *Ohio Ethics and Conflict of Interest Laws:* LPA agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics and Conflict of Interest laws as provided by ORC 102.03, 102.04, 2921.42 and 2921.43 and 23 CFR 1.33.
- 15.6 *State Property Drug-Free Workplace Compliance:* In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.7 *Trade:* Pursuant to the federal Export Administration Act and ORC 9.76(B), the LPA and any contractor(s) or sub-contractor(s) shall warrant that they are not boycotting any jurisdiction with whom the United States and the STATE can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

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

- 15.8 *Lobbying:* Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier, up to the recipient.
- 15.9 *Debarment.* LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC 153.02 or 125.25 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.
- 15.10 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the STATE. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement, or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.11 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.

- 15.12 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.13 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.14 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.
- 15.15 *Facsimile Signatures:* Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile or electronic signature on any other party delivered in such a manner as if such signature were an original.

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

LPA: City of Sylvania	STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION
By:	By:
Title:	Pamela Boratyn Director
Date:	Date:

Attachment 1

PROJECT BUDGET – SOURCES AND USES OF FUNDS

USES	LPA FUNDS			FHWA FUNDS			STATE FUNDS			TOTAL
	Amount	%	SAC	Amount	%	SAC	Amount	%	SAC	
PRELIMINARY DEVELOPMENT	\$8,500	10%	LNTD	\$76,498	90%	4HJ7				\$84,998
FINAL DESIGN, CONSTRUCTION PLANS & SPECIFICATIONS	\$3,716	10%	LNTD	\$33,443	90%	4HJ7				\$46,250
	\$9,091	100%	LNTD							
ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION	\$7,000	10%	LNTD	\$63,000	90%	4HJ7				\$70,000
PROJECT CONSTRUCTION COSTS	\$104,014	10%	LNTD	\$936,129	80%	4PF7				\$1,040,143
INSPECTION	\$70,000		LNTD							\$70,000
TOTALS	\$202,321			\$1,109,070						\$1,311,391

122182
PID NUMBER

41753
AGREEMENT NUMBER

JZRDM427J5
SAM UNIQUE ENTITY ID

Attachment 2

DIRECT PAYMENT OF CONTRACTOR

At the direction of the LPA and upon approval of ODOT, payments for work performed under the terms of the Agreement by the LPA's contractor shall be paid directly to the contractor in the pro-rata share of Federal/State participation. The invoice package shall be prepared by the LPA as previously defined in this Agreement and shall indicate that the payment is to be made to the contractor. In addition, the invoice must state the contractor's name, mailing address and OAKS Vendor ID. Separate invoices shall be submitted for payments that are to be made to the contractor and those that are to be made to the LPA.

When ODOT uses Federal funds to make payment to the contractor, all such payments are considered to be expenditures of Federal funds received and also expended by the LPA (sub recipient). Accordingly, the LPA is responsible for tracking the receipts and payments and reporting the payments Federal (Receipts) Expenditures on the Schedule of Expenditures of Federal Awards (SEFA). An LPA that fails to report these funds accurately and timely may be required to restate the SEFA to comply with Federal reporting requirements.

We _____ request that all payments for the Federal/State share of the construction costs of this Agreement performed by _____ be paid directly to _____.

LPA Name:	Error! Reference source not found.
Oaks Vendor ID:	
Mailing Address:	
LPA signature:	

Contractor Name:	
Oaks Vendor ID:	
Mailing Address:	
ODOT Approval signature:	



70.

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

November 4, 2024

To: The Mayor and Members of Sylvania City Council

Re: **Professional Engineering Services Proposal**
LUC-VAR-Sylvania PHB's (PID 122182)

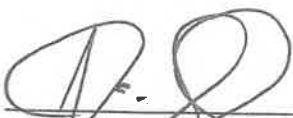
Dear Mr. Mayor and Council Members:

At the August 19, 2024 meeting City Council authorized the Service Department to request Letters of Interest (LOI's) from consultants to provide engineering services for the design of four (4) Pedestrian Hybrid Beacons (PHB's) at Highland Elementary, Sylvan Elementary, McCord Junior High, and Southview High School.

During the solicitation we received LOI's from two (2) engineering consultants. The Service Department reviewed, scored, and ranked the LOI's and selected DGL Consulting Engineers, LLC as the most highly qualified consultant for this project. Subsequently, the Service Department entered into scope of services and fee negotiations with DGL. We have completed those negotiations and DGL has prepared a proposal in the amount of \$131,524 to complete the requested scope of services. This is a Local Public Agency (LPA) project with the Ohio Department of Transportation (ODOT). As such the Service Department has coordinated the scope of services and fee proposal with ODOT District 2 and both entities are ready to move forward and commence engineering design.

Funds were not appropriated in the 2024 budget. The Safety funding secured will cover 90% of the engineering fee (\$118,371) and would be directly paid to DGL by ODOT. The remaining 10% of the engineering fee (\$13,153) would be covered locally from fund 223-7611-53503. We would recommend approval of the proposal in the amount of \$131,524 with DGL Consulting Engineers and the local participation share of \$13,153. Please call with any questions.

Sincerely,



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

7d.

ORDINANCE NO. 121-2024

ACCEPTING THE PROPOSAL OF DGL CONSULTING ENGINEERS, LLC FOR PROFESSIONAL ENGINEERING SERVICES RELATIVE TO THE PEDESTRIAN HYBRID BEACON PROJECT; APPROPRIATING FUNDS THEREFORE IN THE AMOUNT OF \$13,153; AND DECLARING AN EMERGENCY.

WHEREAS, Ordinance No. 48-2023, passed June 5, 2023, accepted the proposal of DGL Consulting Engineers, LLC to prepare a Pedestrian Hybrid Beacon Safety Study for Highland Elementary, Sylvan Elementary and McCord Road Junior High Schools at a cost of \$24,000; and,

WHEREAS, Ordinance No. 86-2023, passed October 16, 2023, authorized the Mayor and Director of Finance to approve the amendment to the City's agreement with DGL Consulting Engineers, LLC to include Southview High School in the Pedestrian Hybrid Beacon Safety Study Project and increased the proposal amount by \$9,200; and,

WHEREAS, Resolution No. 20-2023, passed December 18, 2023, authorized the Mayor and Director of Finance to prepare and submit an application to participate in the Ohio Department of Transportation's Systemic Safety Improvement Program for the Pedestrian Hybrid Beacon Project and to execute contracts as required and the project was funded in the amount of \$1,109,070; and,

WHEREAS, Resolution No. 13-2024, passed September 16, 2024, authorized the Mayor and Director of Finance to prepare and submit an application to participate in the Ohio Public Works Commission funding to supplement the safety funding; and,

WHEREAS, Ordinance No. 116-2024, passed October 21, 2024, authorized the Mayor and Director of Finance to enter into a maintenance and construction agreement with right of entry on behalf of the City of Sylvania with the Board of the Sylvania City School District relative to the Sylvania Schools Pedestrian Hybrid Beacon Project; and,

WHEREAS, at the August 19, 2024 meeting of Sylvania City Council, the Director of Public Service was authorized to request Letters of Interest from consultants to provide engineering services for the design of four (4) Pedestrian Hybrid Beacons at Highland Elementary, Sylvan Elementary, McCord Junior High and Southview High School; and,

WHEREAS, during the solicitation, letters of interest were received from two (2) engineering consultants which were then reviewed, scored and ranked and DGL Consulting Engineers, LLC was selected as the mostly highly qualified consultant for this project; and,

WHEREAS, the Director of Public Service, by report dated November 4, 2024, indicated that the scope of services and fee negotiations with DGL are complete and recommends approval and acceptance of the proposal in the amount of \$131,524, with the City's portion being Thirteen Thousand One Hundred Fifty-Three Dollars (\$13,153.00) for the design engineering for the Pedestrian Hybrid Beacon Project.

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

SECTION 1. That the proposal of DGL Consulting Engineers, LLC in the amount of One Hundred Thirty-One Thousand Five Hundred Twenty-Four Dollars (\$131,524.00), with the City's portion of the engineering being Thirteen Thousand One Hundred Fifty-Three Dollars (\$13,153.00) for engineering design for the Pedestrian Hybrid Beacon 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 engineering services hereby authorized, there is hereby appropriated from the **PERMISSIVE TAX FUND** from funds therein not heretofore appropriated to **Account No. 223-7611-53503 – Street Improvements** the amount of Thirteen Thousand One Hundred Fifty-Three Dollars (\$13,153.00).

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 City should provide for the preparation of the engineering design for the Pedestrian Hybrid Beacon 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.

President of Council

ATTEST:

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

October 23, 2024

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

Re: LUC-Sylvania Pedestrian Hybrid Beacons (PID 122182)

Dear Mr. Shaw:

Thank you for the opportunity to submit our fee proposal for the City's LUC-Sylvania Pedestrian Hybrid Beacons (PID 122182). The project fee has been developed based on our previous experience with the City, the ODOT LPA process and the presented Scope of Services. Work will be performed to City and ODOT requirements and guidelines.

Attached is the fee proposal for DGL and our subconsultant – Terracon, for geotechnical services. At this time, our other subconsultant West Erie Realty, is noted as "If Authorized". If acquisition services are needed, a fee proposal will be completed. DGL will not perform any "If Authorized" work without City authorization.

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

24301

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

DGL Consulting Engineers, LLC (DGL) 3455 Briarfield Blvd., Suite E Maumee, Ohio 43537 P: 419.535.1015		Client: Joe Shaw, PE, PS 6730 Monroe Street Sylvania, OH 43560	
Project Name LUC-Sylvania Pedestrian Hybrid Beacons (PID 122182)		Project No. 24301	
Location Sylvania, Ohio			
Scope of Services <i>See Scope of Services Attachment for definitions</i>			
Fee Arrangement <i>See Scope of Services Attachment for additional information</i>			
DGL Consulting Engineers		\$111,024.00	
Terracon (Geotechnical Services)		\$20,500.00	
<i>If Authorized: West Erie (Acquisition Services)</i>		TBD	
Total		\$131,524.00	
Retainer Amounts		\$00.00 due with signed contract.	
<i>Note: DGL can accept credit card payments with an additional 3% service fee.</i>			
		Accepted by: (Client)	
		Signature	Date
		Craig A. Stough Mayor	
		Printed Name / Title Signature indicates the authority to bind the company to the terms herein	
Offered by:		Accepted by: Client	
			
Signature	Date	Signature	Date
Corinne Lochtefeld, PE, PTOE, RSP ₁ Principal Project Manager		Toby A. Schroyer Finance Director	
Printed Name / Title Signature indicates the authority to bind the company to the terms herein		Printed Name / Title Signature indicates the authority to bind the company to the terms herein	

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

Scope of Services

Background

The City of Sylvania has selected DGL for the planning and engineering services related to the installation of pedestrian hybrid beacons (PHBs) at four local school sites. The PHB's will replace existing rectangular rapid flashing beacons (RRFBs) at Highland Elementary, Sylvan Elementary, McCord Junior High, and Southview High School. A systemic safety study confirmed that the current RRFB installations should be replaced with PHBs and safety funding was awarded.

Scope of Work

The scope of work includes replacing four RRFB installation with PHBs throughout the City of Sylvania. Along with the new signals, signs and pavement markings will be updated; and some sidewalk and/or curb ramp work may be required. Details for the crossings are noted below:

- *Survey:* A topographic survey will be conducted to map the project area. Right of way will be located and DGL will immediately notify OUPS and have early and often communication with the utility companies in the project area.
- *Preliminary Pole Placement:* DGL will provide pole placement locations to the City prior to Stage 1-2 design. Using the proposed pole placement, Terracon will provide geotechnical investigation.
- *Geotechnical:* DGL has engaged Terracon for providing geotechnical investigations. One geotechnical exploration boring will occur at each location. DGL has discussed the geotechnical plan with ODOT District 2 and has confirmed that one boring location per site is acceptable.
- *Stage 1-2 Design:* DGL will provide a complete set of Stage 2 drawings for review by the City and ODOT. Design will include pole placement, traffic control, general notes and MOT plan. An estimate will also be provided. DGL will follow the ODOT Signal Design Guidelines as well as the OMUTCD and TEM for the PHB design. The ramps for the crossings will adhere to current ADA guidelines and the ODOT Multimodal Design Guide.
- *Stage 3 Design:* DGL will update the plans from the Stage 2 design along with any comments from the City/ODOT review. Stage 3 plans will also include signal wiring diagrams, timing, and subsummaries for all quantities. An estimate will also be provided.
- *Final PS&E Plans:* DGL will provide stamped final plans to City along with a final construction estimate.
- *Bidding Services:* DGL will answer plan related questions during the bidding process.
- *Construction Phase Services:* DGL will review shop drawings at the request of the City.

Services not included

It is currently anticipated that Right of Way acquisition will not be required for the project. If during the initial signal layout, it is determined that right of way is needed, DGL will confirm with the City before preparing a contract modification for right of way plans or acquisition services. DGL would perform design while West Erie Realty would be added to assist in acquisition.

Schedule

DGL will schedule a Kick-Off meeting once the fee has been approved. At the meeting the final design schedule will be determined. DGL is aware and committed to the schedule set by the City for submitting the Plan Package to ODOT Central Office for construction in 2026 so that the improvements can be completed in time for the start of the 2027-2028 school year.

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.



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

November 4, 2024

To: The Mayor and Members of Sylvania City Council

Re: **Right-of-Way Acquisition (14-WD, 14-T) – Monroe Street Traffic Signal Improvements Project (Fifth Third/Major Magics, Corey Road, ProMedica Health & Wellness Center)**

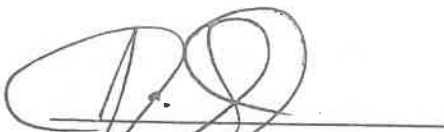
Dear Mr. Mayor and Council Members:

The construction plans for the proposed traffic signal improvements at three intersections on Monroe Street are at the 95% level of plan development. The intersections associated with this project include Fifth Third Bank/Major Magics, Corey Road, and ProMedica Health & Wellness Center/UBS. The final right-of-way plans have been submitted and the City authorized West Erie Realty, Ltd. to begin the right-of-way acquisition phase of the project on January 2, 2024 (Ord. 3-2024).

In order to accommodate the roadway improvements, the Service Department needs to acquire permanent right-of-way and temporary right-of-way from Fairways at Sylvania Condominium Association (Ownership 14 in the Right-of-Way Plan on file with the Service Department). The permanent and temporary right-of-way takes are along the south side of Monroe Street at the Fifth Third Bank/Major Magics intersection and is necessary to accommodate a new traffic signal support, traffic signal controller, and curb ramp at the southeast corner of the intersection.

The City has reached an agreement with the owner in consideration of \$20,255. Procurement of the permanent and temporary right-of-way takes were known project expenses and were included in the 2024 capital improvement budget. Funds are available from account number 401-7635-53543. We would request approval of the enclosed permanent and temporary right-of-way contract for sale with Fairways at Sylvania Condominium Association in the amount of \$20,255. Please call with any questions.

Sincerely,



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

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ORDINANCE NO. 122-2024

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO A CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY FOR A PORTION OF THE PROPERTY ALONG THE SOUTH SIDE OF MONROE STREET AT THE FIFTH THIRD BANK/MAJOR MAGICS INTERSECTION IN THE AMOUNT OF \$20,255 FOR THE MONROE STREET TRAFFIC SIGNAL IMPROVEMENT PROJECT OWNED BY FAIRWAYS AT SYLVANIA CONDOMINIUM ASSOCIATION; PROVIDING FUNDS FOR SAID PURCHASE; AUTHORIZING THE PAYMENT OF THE PURCHASE PRICE; AND DECLARING AN EMERGENCY.

WHEREAS, the construction plans for the proposed traffic signal improvements at three intersections on Monroe Street are at the 95% level of plan development and in order to accommodate the roadway improvements, the Service Department needs to acquire permanent right; and,

WHEREAS, Ordinance No. 3-2024, passed January 2, 2024, accepted the proposal of WE Realty Solutions, Ltd. to provide right-of-way acquisition services relative to the Monroe Street Traffic Signal Improvements Project; and,

WHEREAS, WE Realty has reached an agreement with Fairways at Sylvania Condominium Association, the owner of the property along the south side of Monroe Street at the Fifth Third Bank/Major Magics intersection and is necessary to accommodate a new traffic signal support, traffic signal controller at the southeast corner of the intersection at a cost of \$20,255.00; and,

WHEREAS, the Director of Public Service, by report dated November 4, 2024, has recommended approval of the Contract for Sale and Purchase of Real Property, a copy of which is attached hereto as "Exhibit A."

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

SECTION 1. That the Mayor and Director of Finance are hereby authorized to sign on behalf of the City, the Contract for Sale and Purchase of Real Property now on file with the Clerk of this Council and hereby approves the acts of the Mayor and Director of Finance in making said offer to purchase on behalf of this City.

SECTION 2. That, to provide funds for said purchase, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND**, from funds therein not heretofore appropriated, to **Account No. 401-7635-53543 – Traffic Signals**, the sum of Twenty Thousand Two Hundred Fifty-Five Dollars (\$20,255.00).

SECTION 3. That the Mayor and Director of Finance be, and they hereby are, authorized and directed to draw their warrant or warrants against said Account to which appropriation has hereinabove been made, to the full amount of said appropriation, upon request of the Director of Law and in accordance with such request.

SECTION 4. That the appropriate officials of this City be, and they hereby are, authorized and directed to proceed to close said real estate purchase transaction and to do any and all things necessary or incidental thereto and to sign any and all documents incidental to the closing of said real estate purchase including the acceptance of delivery of the executed deed or deeds, subject to all of the terms of said purchase agreement, and all of which shall be done under the supervision of the Director of Law.

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

SECTION 6. That the Clerk of Council is hereby directed to post a copy of this Ordinance in the Office of the Clerk of Council in the Municipal Building pursuant to ARTICLE III, Sections 11 and 12, of the Charter of this City.

SECTION 7. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the City should proceed with the purchase of this property forthwith so that the necessary right-of-way can be acquired for the improvement project. 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

Clerk of Council

APPROVED:

APPROVED AS TO FORM:

Mayor

Director of Law

Date

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

**PARCEL(S): 014-WD,T
LUC-Monroe Street Traffic Signal Improvements**

This Agreement is by and between the City of Sylvania ["Purchaser"] and Fairways at Sylvania Condominium Association, ["Seller"; "Seller" includes all of the foregoing named persons or entities]. Purchaser and Seller are referred to collectively in this Agreement as "Parties."

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

1. Price and Consideration

Purchaser shall pay to Seller the sum of \$20,255.00, which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed, including all fixtures; (b) any and all damages to any residual lands of Seller; (c) Seller's covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property; and (e) N/A.

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

2. Estate Sold and Deed to Transfer

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

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

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

3. Limited Access Parcels - Waiver of Abutters' Rights

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

4. Supplemental Instruments

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

5. Warranty of Title

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

6. Elimination of Others' Interests

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

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

7. No Change in Character of Property

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

8. Offer to Sell

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

9. Designation of Escrow Agent

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

10. Closing Date

The consummation and closing of this Agreement shall occur at such time and place as the Parties may agree, but no later than 10 days after Purchaser notifies Seller in writing that Purchaser is ready to consummate and close this Agreement. Provided, however, in no event shall such consummation and closing occur more than 60 days after the last date on which one of the Parties executes this Agreement.

11. Physical Possession of Structures Occupied by Seller

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

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

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

13. Binding Agreement

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

14. Multiple Originals

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

15. Entire Agreement

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

16. Amendments and Modifications

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

IN WITNESS WHEREOF, the parties hereto, namely the City of Sylvania and Fairways at Sylvania Condominium Association have executed this Agreement on the date(s) indicated immediately below their respective signatures.

FAIRWAYS AT SYLVANIA CONDOMINIUM
ASSOCIATION

By: Cary Fruchman
Association President
Title

Date: 10/15/2024

City of Sylvania

Craig A. Stough
Mayor

Date: _____



LEGAL DESCRIPTION
For: City of Sylvania

14_WD-- 0.031 acres

A parcel of located in the Southwest Quarter of Section 11, Town 9 South, Range 6 East, City of Sylvania, Lucas County, Ohio and being further bounded and described as follows:

Commencing from a Monument box found marking a point of curvature of the centerline of Monroe Street/State Route 51 (Station 656+46.18);

Thence Southeasterly along the centerline of said Monroe Street/State Route 51, South 45 degrees 07 minutes 08 seconds East, a distance of 135.63 feet to a point (Station 655+10.55);

Thence Southwesterly along a line perpendicular to the centerline of said Monroe Street/State Route 51, South 44 degrees 52 minutes 52 seconds West, a distance of 55.90 feet to an iron pin set on the Southerly existing right of way line of said Monroe Street/State Route 51, also being the Northwesterly corner of lands now or formerly owned by DW28 Sylvania Square, LLC through Instrument 20140401-0011145 of the Lucas County Records and the **True Point of Beginning** of the Parcel herein described (Station 655+10.55, 55.90' left);

1. Thence Southwesterly along the Westerly line of said DW28 Sylvania Square, LLC lands, South 47 degrees 22 minutes 15 seconds West, a distance of 29.13 feet to an iron pin set (Station 655+11.82, 85.00' left);
2. Thence Northwesterly along a line, North 45 degrees 07 minutes 08 seconds West, a distance of 43.18 feet to a mag nail set (Station 655+55.00, 85.00' left);
3. Thence Northeasterly along a line, North 44 degrees 52 minutes 52 seconds East, a distance of 31.56 feet to a mag nail set on the Southerly existing right of way line of said Monroe Street/State Route 51 (Station 655+55.00, 53.44' left);
4. Thence Southeasterly along the Southerly existing right of way line of said Monroe Street/State Route 51, being a curve to the right, said curve having a radius of 3779.72 feet, a delta of 00 degrees 40 minutes 29 seconds, a chord bearing of South 41 degrees 57 minutes 34 seconds East, a chord distance of 44.51 feet, a distance of 44.51 feet to the **True Point of Beginning**, containing in all 0.031 acres of land more or less, subject however to all legal highways and prior easements of record.

Fairways at Sylvania Condominium Association claims title by Microfiche 83-283C02 of the Lucas County Records.

All 0.031 acres lie within Lucas County Parcel No. 45040140S.

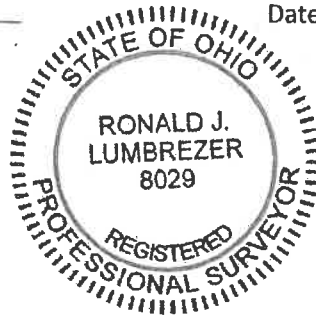
The above legal description is based on a land survey performed during May of 2023, by DGL Consulting Engineers, LLC. and was prepared by Ronald J. Lumbrezer, Ohio Professional Surveyor #8029.

NOTE: The bearings in this legal description are based upon an assumed meridian and are used only for the purpose of describing angular measurements.

All references to "an iron pin set" are 5/8" diameter x 30" long iron pins with cap "DGL - RJL 8029"



Ronald J. Lumbrezer, P.S.
Ohio Professional Surveyor #8029
DGL Consulting Engineers, LLC
3455 Briarfield Blvd, Suite E
Maumee, Ohio 43537
Phone: (419)535-1015, Ext 232
14_WD



Date: 11/9/23



LEGAL DESCRIPTION

For: City of Sylvania

14_T- 0.115 acres

A parcel of located in the Southwest Quarter of Section 11, Town 9 South, Range 6 East, City of Sylvania, Lucas County, Ohio and being further bounded and described as follows:

Beginning from the Northwesterly corner of the Grantor, also being on the Southerly existing right of way line of Monroe Street/State Route 51 (Station 655+70.44, 52.72' left);

1. Thence Southeasterly along the Southerly existing right of way line of said Monroe Street/State Route 51, being a curve to the right, said curve having a radius of 3779.72 feet, a delta of 00 degrees 14 minutes 03 seconds, a chord bearing of South 42 degrees 25 minutes 19 seconds East, a chord distance of 15.46 feet, a distance of 15.46 feet to a mag nail set (Station 654+55.00, 53.44' left);
2. Thence Southwesterly along a line, South 44 degrees 52 minutes 52 seconds West, a distance of 31.56 feet to an iron pin set (Station 655+55.00, 85.00' left);
3. Thence Southeasterly along a line, South 45 degrees 07 minutes 08 seconds West, a distance of 43.18 feet to a point on the Easterly line of the Grantor (Station 655+11.82, 85.00' left);
4. Thence Southwesterly along the Easterly line of the Grantor, South 47 degrees 22 minutes 15 seconds West, a distance of 75.07 feet to a point (Station 655+15.08, 160.00' left);
5. Thence Northwesterly along a line, North 45 degrees 07 minutes 08 seconds West, a distance of 60.07 feet to a point on the Westerly line of the Grantor (Station 655+75.15, 160.00' left);
6. Thence Northeasterly along the Westerly line of the Grantor, North 47 degrees 23 minutes 46 seconds East, a distance of 107.39 feet to the **True Point of Beginning**, containing in all 0.115 acres of land more or less, subject however to all legal highways and prior easements of record.

Fairways At Sylvania Condominium Association claims title by Microfiche 83-283C02 of the Lucas County Records.

All 0.115 acres line within Lucas County Parcel No. 82-12821.

The above legal description is based on a land survey performed during May of 2023, by DGL Consulting Engineers, LLC. and was prepared by Ronald J. Lumbrezer, Ohio Professional Surveyor #8029.

NOTE: The bearings in this legal description are based upon an assumed meridian and are used only for the purpose of describing angular measurements.

All references to "an iron pin set" are 5/8" diameter x 30" long iron pins with cap "DGL -- RJL 8029"



Date: 11/8/23

Ronald J. Lumbrezer, P.S.
Ohio Professional Surveyor #8029
DGL Consulting Engineers, LLC
3455 Briarfield Blvd, Suite E
Maumee, Ohio 43537
Phone: (419)535-1015, Ext 232
14_T



**CERTIFICATE OF INCUMBENCY
AND AUTHORIZATION
OF
THE FAIRWAYS AT SYLVANIA CONDOMINIUM ASSOCIATION**

In my capacity as a duly appointed, qualified, and acting secretary of The Fairways at Sylvania Condominium Association (the "Association"), I hereby certify as follows:

1. Gary Fruchtman is the duly elected President of Association.
2. In a meeting dated September 9, 2024, the Association's Board of Directors passed a resolution authorizing the Association and instructing its President to enter into a Contract for Sale and Purchase of Real Property with the City of Sylvania pertaining to the LUC-Monroe Street Signal Improvements Project.

IN WITNESS WHEREOF, this Certificate of Incumbency and Authorization has been executed as of this day of October 17, 2024.

By: 
Karen Cayce, Secretary

**CERTIFICATE OF INCUMBENCY
AND AUTHORIZATION
OF
THE FAIRWAYS AT SYLVANIA CONDOMINIUM ASSOCIATION**

In my capacity as a duly appointed, qualified, and acting secretary of The Fairways at Sylvania Condominium Association (the "Association"), I hereby certify as follows:

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IN WITNESS WHEREOF, this Certificate of Incumbency and Authorization has been executed as of this day of October 17, 2024.

By: 
Karen Cayce, Secretary

9

ORDINANCE NO. 123-2024

**AMENDING THE CODIFIED ORDINANCES, 1979, AS AMENDED BY
ADDING CHAPTER 771 – TOWING SERVICES; AND DECLARING AN
EMERGENCY.**

WHEREAS, the Director of Public Safety and the Chief of Police have recommended that Chapter 771 be added as set forth on the attached "Exhibit A" to codify towing services and procedures in the City of Sylvania.

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

SECTION 1. That Chapter 771 of the Codified Ordinances of Sylvania, 1979, as amended, be and it is, hereby further amended to add Chapter 771 – Towing Services and 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

CHAPTER 771 Towing Services

771.01	Definitions.
771.02	Application for Police Tow List.
771.03	General Provisions.
771.04	Response to Tow Calls.
771.05	Storage Lots.
771.06	Insurance.
771.07	Minimum Vehicle Requirements.
771.08	Vehicle Markings.
771.09	Suspension or Removal from Towing List.
771.10	Change of Information
771.11	Tow and Storage Fees.
771.99	Penalty.

771.01 DEFINITIONS.

The following terms shall have the following meanings when used in this chapter:

- (a) Light Duty Tow – any vehicle not exceeding 10,000 pounds manufacturer’s gross vehicle weight.
- (b) Heavy Duty Tow – any vehicle exceeding 10,000 pounds manufacturer’s gross vehicle weight.
- (c) Storage Facility – means any location which has been approved for storage by the Chief of Police as a storage facility, used or intended to be used to impound towed vehicles or other objects including any premises, auxiliary sites, lots, yard and buildings.
- (d) Tow vehicle operator – means any person driving or operating a tow vehicle.
- (e) Auxiliary site – means a tow vehicle storage lot located at a place other than the towing operator’s premises.
- (f) Towing Operator – means a person owning a business engaged in the towing of vehicles and, in some cases, in the storage of towed vehicles.

771.02 APPLICATION FOR POLICE TOW LIST.

All towing businesses which provide towing services to the City of Sylvania shall do so as independent contractors and not as employees, agents or servants of said City. All such towing businesses shall submit an application or renewal to the Chief of Police on or before April 1 of each calendar year. The following documents must be included with the application:

- a. Certificate of insurance which shall comply with the requirements set forth in Section 771.06 hereof;
- b. Certification that all tow vehicle operators of towing vehicles possess a valid driver’s license;

“Exhibit A”

- c. Certification that every person who is the sole owner in the tow business, who is a partner or limited partner in the tow business, or who is an officer in the tow business, has not been convicted of a felony, a theft offense involving any vehicle, or any vehicle part or accessory, or any two other theft offenses within ten (10) years preceding the date of application to the police tow list;
- d. A list of addresses of any storage facilities and insure that they meet the minimum requirements for secured storage;
- e. Valid certificate of public convenience and necessity as required by Chapter 4921 of the Ohio Revised Code.

771.03 GENERAL PROVISIONS.

All towing businesses whose application has been accepted to the Sylvania Police Division approved police tow list shall:

- a. Provide 24-hour towing service for the Division of Police.
- b. Provide for the release of towed vehicles to the titled owners thereof between the hours of 7:00 a.m. and 7:00 p.m. to a vehicle owner or lienholder in compliance with Ohio Revised Code Section 4513.69 and upon special request of the Division of Police.
- c. Maintain 24-hour telephone communication with the Division of Police and the contracted tow ordering service utilized by the Division of Police.
- d. Store all towed vehicles at the approved storage facilities for that tow company.
- e. Make available for inspection by the Division of Police all vehicles and storage facilities used in the operation of the towing business upon request.
- f. Remove at the scene of an accident all debris from the street and the surrounding area, and use "oil dry" to absorb fluids leaking from vehicles involved in a crash.
- g. Any changes to the business structure/ownership of the towing business shall be reported immediately to the Chief of Police.

771.04 RESPONSE TO TOW CALLS.

When a tow operator is contacted for a police-ordered tow, the licensee or agent shall arrive at the tow scene within 30 minutes of the call and shall be ready to begin preparation of the vehicle for towing.

771.05 STORAGE LOTS.

- a. Any storage lot for an approved towing business shall be:
 - 1. For light duty tows, within seven miles of the City of Sylvania Police Department (6635 Maplewood Ave., Sylvania, Ohio);
 - 2. For heavy tows, within Lucas County;
 - 3. No storage of police tows will be permitted outside the State of Ohio.
- b. Storage lots shall insure that any open area of the storage facility which is used for storage, shall be enclosed with a well-maintained, substantial fence, at least six feet in height.

771.06 INSURANCE.

All towing businesses rendering towing services to the City of Sylvania shall furnish a

certificate of insurance by an insurance carrier licensed to do business in the State of Ohio, evidence of a garage keeper's legal liability to protect property left in his care, custody or control in an amount not less than Fifty Thousand Dollars (\$50,000.00) and general liability in an amount not less than One Million Dollars (\$1,000,00.00) per occurrence for Bodily Injury and Property Damage. Such policy shall provide that it shall not be terminated until after at least thirty (30) days' notice shall have been given by the company issuing such policy in writing to the Director of Public Safety. The policy shall name the City of Sylvania as an additional insured as well as indemnify the City, its officers, agents and employees, and any and all third persons from loss or damage, by reason of any negligent or unlawful act omitted or performed by the applicant, its agents or servants in conjunction with the towing of any vehicle in response to a police call.

771.07 MINIMUM VEHICLE REQUIREMENTS.

All towing vehicles or tow trucks shall meet the safety standards set out in Ohio Administrative Code 4901:2-22 Towing Safety Standards, all requirements of the Ohio Revised Code and the Codified Ordinances of the City of Sylvania.

Vehicles shall have at least one (1) amber emergency flashing light visible from all sides, to be operated at a tow scene and while actually towing a vehicle, and one (1) work light mounted so as to illuminate the winch or crane operation at night.

771.08 VEHICLE MARKINGS.

All vehicles shall have signage on both sides with the name, certificate number, and business telephone number visibly displayed pursuant to Section 4513.67 of the Ohio Revised Code. Tow vehicles responding to a police request must be the vehicle owner or operated by the business called. If due to volume of calls or equipment issues, the tow company wishes to have another service conduct the tow on their behalf, they will clearly state to the Division of Police at the time of call, what company will be taking the tow. That company will be acting on behalf of the tow company requesting and will be required to meet the same requirements. Any problems or complaints will reflect on the original tow company requesting the assistance.

771.09 SUSPENSION OR REMOVAL FROM TOWING LIST.

A towing business may be suspended or removed from the police tow list at the discretion of the Director of Public Safety for any of the following reasons:

- a. Failure to maintain or comply with any rule, regulation or direction promulgated by the Director of Public Safety or Chief of Police;
- b. Failure to properly maintain towing equipment or storage facilities;
- c. Failure to provide immediate service. Average monthly response time shall not exceed thirty (30) minutes;
- d. Release of any vehicle without the "Police Authorization to Release" form signed by a member of the Sylvania Police Division;
- e. Inability to respond to a police request in excess of two (2) calls per month, or ten (10) in any twelve (12) month period;
- f. Failure to provide adequate towing service;

- g. Operator responding to a tow scene while under the influence of alcohol and/or drugs of abuse;
- h. Conviction of any theft offense or any owner or any employee operating a towing vehicle or having access to storage vehicles;
- i. Complaints from vehicle owners which may adversely reflect on the Sylvania Police Division;
- j. Failure to immediately report any change of information required by these rules and regulations;
- k. Failure to maintain strict security on any vehicle placed under a police holder;
- l. Permitting anyone to operate a towing vehicle whose driver's license is suspended or revoked;
- m. Each Towing Operator shall be responsible for the full and complete safekeeping of any vehicle towed or stored by it, including any personal property in the vehicle;

771.10 CHANGE OF INFORMATION.

Any change in the business structure/ownership of the towing business shall be reported immediately to the Director of Public Safety.

771.11 TOW AND STORAGE FEES.

- a. Tow Fees:
 - 1. Light duty tows shall be no more than \$129;
 - 2. Heavy duty tows – the police tow charge shall be no more than \$216;
 - 3. There will be a \$25.00 charge for the first container of “dry oil” used at an accident scene, with an additional charge of \$15.00 for each additional container used.
 - 4. Upon approval of the Police Division, services other than routine hooking up when necessary to prepare a vehicle for tow, shall be at the rate of \$35.00 per hour for each one-man truck.
 - 5. Generally, the charge will be \$150.00 per hour for all recovery work that requires the use of heavy-duty towing equipment, such as crash scenes involving semi-tractor-trailer rigs.
 - 6. There will be a \$50.00 impound fee for any semi tractor-trailer rigs driven to the applicant's storage facility.
- b. Storage Fees:
 - 1. For any vehicle defined as a light duty tow, the storage fee will not exceed \$17.00 per day.
 - 2. For any vehicle defined as a heavy-duty tow, the storage fee will not exceed \$29.00 per day.

771.99 PENALTY.

Any person, firm, corporation, owner, agent, employee or driver of a licensed tow operator who violates any of the provisions of this Chapter will subject the licensee to suspension or revocation as provided herein.

(Ord. ____-2024. Passed ____-____-2024.)

ORDINANCE NO. 124-2024

10

**TO MAKE APPROPRIATIONS FOR CURRENT EXPENDITURES AND
OTHER EXPENDITURES OF THE CITY OF SYLVANIA, OHIO, FOR THE
FISCAL YEAR ENDING DECEMBER 31, 2025; AND DECLARING AN EMERGENCY.**

WHEREAS, it is provided by State law and the Sylvania City Charter that an annual appropriation ordinance shall be passed by Council; and,

WHEREAS, attached hereto is "Exhibit A" entitled "2025 Budget Summary of Estimated Expenditures" which exhibit identifies by a four-digit department code number and name each Account in a Fund identified by a three-digit code and name to which appropriations within such Fund are made by this ordinance; and

WHEREAS, attached hereto is "Exhibit B" entitled "2025 Budget Summary of Revenues (2022 - 2025)" which exhibit lists the specific sources of revenue and the actual amounts received by the City from each source within each Fund for the years 2022 and 2023, and the estimated amounts expected to be received by the City from each source for each Fund for the years 2024 and 2025, referred to herein as "estimated resources."

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

SECTION 1. That to provide for the current expenditures and other expenditures of the City of Sylvania for the fiscal year ending December 31, 2025, the following appropriations are hereby authorized.

SECTION 2. That there be and is hereby appropriated from the GENERAL FUND the sum of \$16,702,000 to the respective Accounts of said Fund listed in "Exhibit A" in the several amounts and for the respective purposes shown for such Account. Estimated resources for 2025 for said Fund, as shown in "Exhibit B" total \$16,730,000.

SECTION 3. That there be and is hereby appropriated from the STREET CONSTRUCTION, MAINTENANCE AND REPAIR FUND the sum of \$1,340,000 to the respective Accounts of said Fund listed in "Exhibit A" in the amounts and for the respective purposes shown for such Accounts. Estimated resources for 2025 for this Fund, as shown in "Exhibit B", total \$1,300,000. There is a sufficient balance as of January 1, 2025 in this Fund to be considered as available for appropriation.

SECTION 4. That there be and is hereby appropriated from the CITY PERMISSIVE TAX FUND the sum of \$800,000 to the respective Account of said Fund listed in "Exhibit A" in the amount and for the respective purpose shown for such Accounts. Estimated Resources for 2025 for this Fund as shown in "Exhibit B" total \$450,000. There is a sufficient balance as of January 1, 2025 in this Fund to be considered as available for appropriation.

SECTION 5. That there be and is hereby appropriated from the STATE HIGHWAY IMPROVEMENT FUND the sum of \$60,000 to the respective Account of said Fund listed in "Exhibit A" in the amount and for the respective purpose shown for such Account. Estimated resources for 2025 for this Fund as shown in "Exhibit B" total \$90,000.

SECTION 6. That there be and is hereby appropriated from the LAW ENFORCEMENT TRUST FUND the sum of \$5,000 to the respective Account of said Fund listed in "Exhibit A" in the amount and for the respective purpose shown for such Account. Estimated resources for 2025 for this Fund as shown in "Exhibit B" total \$10,000.

SECTION 7. That there be and is hereby appropriated from the DRUG LAW ENFORCEMENT TRUST FUND the sum of \$30,000 to the respective Account of said Fund listed in "Exhibit A" in the amount and for the respective purpose shown for such Account. Estimated resources for 2025 for this Fund as shown in "Exhibit B" total \$40,000.

SECTION 8. That there be and is hereby appropriated from the INDIGENT DRIVERS ALCOHOL TREATMENT FUND the sum of \$40,000 to the respective Account of said Fund listed in "Exhibit A" in the amount and for the respective purpose shown for such Account. Estimated resources for 2025 for this Fund as shown in "Exhibit B" total \$40,000.

SECTION 9. That there be and is hereby appropriated from the INDIGENT DRIVERS ALCOHOL MONITOR FUND the sum of \$70,000 to the respective Account of said Fund listed in "Exhibit A" in the amount and for the respective purpose shown for such Account. Estimated resources for 2025 for this Fund as shown in "Exhibit B" total \$30,000. There is a sufficient balance as of January 1, 2025 in this Fund to be considered as available for appropriation.

SECTION 10. That there be and is hereby appropriated from the FEDERAL EQUITABLE SHARING FUND the sum of \$200,000 to the respective Account of said Fund listed in "Exhibit A" in the amount and for the respective purpose shown for such Account. Estimated resources for 2025 for this Fund as shown in "Exhibit B" total \$10,000. There is a sufficient balance as of January 1, 2025 in this Fund to be considered as available for appropriation.

SECTION 11. That there be and is hereby appropriated from the INDIGENT SUPPORT FUND the sum of \$40,000 to the respective Account of said Fund listed in "Exhibit A" in the amount and for the respective purpose shown for such Account. Estimated resources for 2025 for this Fund as shown in "Exhibit B" total \$40,000.

SECTION 12. That there be and is hereby appropriated from the GENERAL OBLIGATION DEBT SERVICE FUND the sum of \$1,225,000 to the respective Account of said Fund listed in "Exhibit A" in the several amounts and for the respective purposes shown for such Accounts. Estimated resources for 2025 for this Fund as shown in "Exhibit B" total \$1,225,000.

SECTION 13. That there be and is hereby appropriated from the CAPITAL IMPROVEMENT FUND the sum of \$9,505,000 to the respective Accounts of said Fund listed in "Exhibit A" in the amount and for the respective purposes shown for such Accounts. Estimated resources for 2025 for this Fund as shown in "Exhibit B" total \$7,145,000. There is a sufficient balance as of January 1, 2025 in this Fund to be considered as available for appropriation.

SECTION 14. That there be and is hereby appropriated from the AMERICAN RESCUE PLAN FUND the sum of \$0 to the respective Accounts of said Fund listed in "Exhibit A" in the several amounts and for the respective purposes shown for such Accounts. Estimated resources for 2025 for this Fund as shown in "Exhibit B" total \$0.

SECTION 15. That there be and is hereby appropriated from the COURT CAPITAL IMPROVEMENT FUND the sum of \$130,000 to the respective Accounts of said Fund listed in "Exhibit A" in the several amounts and for the respective purposes shown for such Accounts. Estimated resources for 2025 for this Fund as shown in "Exhibit B" total \$130,000.

SECTION 16. That there be and is hereby appropriated from the TAX INCREMENT FINANCING FUND the sum of \$100,000 to the respective Accounts of said Fund listed in "Exhibit A" in the several amounts and for the respective purposes shown for such Accounts. Estimated resources for 2025 for this Fund as shown in "Exhibit B" total \$100,000.

SECTION 17. That there be and is hereby appropriated from the SPECIAL ASSESSMENT SERVICES TREE REPAIR & REPLACEMENT FUND the sum of \$230,000 to the respective Accounts of said Fund listed in "Exhibit A" in the several amounts and for the respective purposes shown for such Accounts. Estimated resources for 2025 for this Fund as shown in "Exhibit B" total \$230,000.

SECTION 18. That there be and is hereby appropriated from the SPECIAL ASSESSMENT SERVICE STREET LIGHTING FUND the sum of \$390,000 to the respective Accounts of said Fund listed in "Exhibit A" in the several amounts and for the respective purposes shown for such Accounts. Estimated resources for 2025 for this Fund as shown in "Exhibit B" total \$390,000.

SECTION 19. That there be and is hereby appropriated from the SPECIAL ASSESSMENT SERVICES DITCH & DRAINAGE FUND the sum of \$380,000 to the respective Accounts of said Fund listed in "Exhibit A" in the several amounts and for the respective purposes shown for such Accounts. Estimated resources for 2025 for this Fund as shown in "Exhibit B" total \$380,000.

SECTION 20. That there be and is hereby appropriated from the WATER FUND the sum of \$7,265,000 to the respective Accounts of said Fund listed in "Exhibit A" in the several amounts and for the respective purposes shown for such Accounts. Estimated resources for 2025 for this Fund as shown in "Exhibit B" total \$5,300,000. There is a sufficient balance as of January 1, 2025 in this Fund to be considered as available for appropriation.

SECTION 21. That there be and is hereby appropriated from the SEWER FUND the sum of \$4,114,000 to the respective Accounts of said Fund listed in "Exhibit A" in the several amounts and for the respective purposes shown for such Accounts. Estimated resources for 2025 for this Fund as shown in "Exhibit B" total \$4,100,000. There is a sufficient balance as of January 1, 2025 in this Fund to be considered as available for appropriation.

SECTION 22. That there be and is hereby appropriated from the RESOURCE RECOVERY FUND the sum of \$229,000 to the respective Accounts of said Fund listed in "Exhibit A" in the several amounts and for the respective purposes shown for such Accounts. Estimated resources for 2025 for this Fund as shown in "Exhibit B" total \$220,000. There is a sufficient balance as of January 1, 2025 in this Fund to be considered as available for appropriation.

SECTION 23. That there be and is hereby appropriated from the MEDICAL CARE – SELF INSURED FUND the sum of \$2,600,000 to the Account of said Fund listed in "Exhibit A" in the

amount and for the respective purpose shown for such Account. Estimated resources for 2025 for this Fund as shown in "Exhibit B" total \$2,600,000.

SECTION 24. That there be and is hereby appropriated from the POLICE PENSION FUND the sum of \$600,000 to the respective Account of said Fund listed in "Exhibit A" in the amount and for respective purpose shown for such Account. Estimated resources for 2025 for this Fund as shown in "Exhibit B" total \$600,000.

SECTION 25. That there be and is hereby appropriated from the PROPERTY ROOM FUND the sum of \$5,000 to the respective Accounts of said Fund listed in "Exhibit A" in the several amounts and for the respective purposes shown for such Accounts. Estimated resources for 2025 for this Fund as shown in "Exhibit B" total \$8,000.

SECTION 26. That there be and is hereby appropriated from the INCOME TAX FUND the sum of \$8,900,000 to the respective Accounts of said Fund listed in "Exhibit A" in the several amounts and for the respective purposes shown for such Accounts. Estimated resources for 2025 for this Fund as shown in "Exhibit B" total \$8,930,000.

SECTION 27. That there be and is hereby appropriated from the UNCLAIMED MONIES FUND the sum of \$5,000 to the respective Accounts of said Fund listed in "Exhibit A" in the several amounts and for the respective purposes shown for such Accounts. Estimated resources for 2025 for this Fund as shown in "Exhibit B" total \$5,000.

SECTION 28. That there be and is hereby appropriated from the JOINT ECONOMIC DEVELOPMENT DISTRICT FUND the sum of \$150,000 to the respective Accounts of said Fund listed in "Exhibit A" in the several amounts and for the respective purposes shown for such Accounts. Estimated resources for 2025 for this Fund as shown in "Exhibit B" total \$150,000.

SECTION 29. That there be and is hereby appropriated from the POLICE COMMUNITY AFFAIRS FUND the sum of \$10,000 to the respective Accounts of said Fund listed in "Exhibit A" in the several amounts and for respective purposes shown for such Accounts. Estimated resources for 2025 for this Fund as shown in "Exhibit B" total \$10,000.

SECTION 30. Estimated resources for the PARKS-RECREATION FOUNDATION FUND for 2025 as shown in "Exhibit B" total \$2,000.

SECTION 31. That "Exhibit C" attached hereto is illustrative of the transfers anticipated within the 2025 Operating Budget.

SECTION 32. That the Director of Finance be and he is hereby authorized and directed to draw warrants against any of the foregoing appropriations upon proper certificates or vouchers therefore, approved by any officer or officers authorized by law to approve the same, or by any Ordinance or Resolution of Council to make expenditures or as otherwise provided by law.

SECTION 33. That the Director of Finance be and he is hereby authorized to make all operating transfers as delineated in the 2025 Budget, shown on "Exhibit A".

SECTION 34. It is hereby found and determined that all formal actions of the 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 action, were in meetings open to the public, in compliance with all requirements including Section 121.22 of the Ohio Revised Code.

SECTION 35. 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 36. 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 immediate provision should be made for the enactment of appropriations for the payment of current expenditures for the calendar year of 2025. 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.

Passed, _____, 2024, as an emergency measure. Yeas ___ Nays ___

President of Council

ATTEST:

Clerk of Council

APPROVED:

Mayor

Date

APPROVED AS TO FORM:

Director of Law

Exhibit "A"

**2025 BUDGET
SUMMARY OF ESTIMATED EXPENDITURES**

Dept.	Name	Personal Services	Fringe Benefits	Contract Services	Materials & Supplies	Capital Outlay	Transfers	Totals
110	General Fund							
7110	Police Law Enforcement	3,450,000	855,000	274,000	321,000			4,900,000
7115	Fire Prev. & Insp.	4,000	2,000					6,000
7125	Police/Fire Comm.	200,000	80,000	475,000	5,000			760,000
7215	Cemetery			6,000				6,000
7220	Pymt.Co.Brd.Health			170,000				170,000
7310	Parks & Forestry	580,000	228,000	137,000	54,000			1,000,000
7320	Community Programs			421,000				421,000
7415	Zoning	91,000	34,000	3,000	2,000			130,000
7515	Garb.& Refuse Collection	62,000	9,000	1,045,000	23,000			1,139,000
7620	Street Cleaning	120,000	20,000	37,000	20,000			197,000
7710	Mayor's Office	189,000	83,000	3,000	34,000			309,000
7715	Finance Admin.	217,000	74,000	62,000	7,000			360,000
7725	Legal Admin.	125,000	40,000	1,000	4,000			170,000
7726	Prosecutors' Office	278,000	111,000	58,000	8,000			455,000
7730	Service Admin.	102,000	55,000	6,000	18,000			181,000
7735	Legislation	190,000	31,000	11,000	5,000			237,000
7740	Municipal Court	1,225,000	506,000	434,000	85,000			2,250,000
7745	Civil Serv.Comm.			2,000	8,000			10,000
7750	Lands & Buildings	32,000	6,000	65,000	12,000			115,000
7755	Engineering	103,000	50,000	1,000	1,000			155,000
7765	Elections			5,000				5,000
7775	Delq.Land Advertg.			2,000				2,000
8000	Transfers						3,102,000	3,102,000
8020	Information Technology	239,000	73,000	98,000	212,000			622,000
	Totals	7,207,000	2,258,000	3,316,000	819,000		3,102,000	16,702,000

**2025 BUDGET
SUMMARY OF ESTIMATED EXPENDITURES**

Dept. Code	Name	Personal Services	Fringe Benefits	Contract Services	Materials & Supplies	Capital	Debt Service	Transfers	Totals
222	Street C M & R								
7610	Street C M & R	760,000	320,000	65,000	135,000				1,280,000
7635	Traffic Signs.Etc			37,000	23,000				60,000
	Totals	760,000	320,000	102,000	158,000				1,340,000
223	City Perm. Tax								
7611	Permlssive Tax Maint.			40,000	60,000	700,000			800,000
224	State Hwy. Improv.								
7612	State Hwy. Maint.			35,000	25,000				60,000
225	Law Enforcement Trust Fund								
7126	Police & Fire Comm.				5,000				5,000
226	Drug Law Enforcement Fund								
7126	Drug Law Enforcement				30,000				30,000
227	Ind. Alcohol Treatment Fund								
7740	Ind. Alcohol Treatment			40,000					40,000
228	Ind. Alcohol Monitor Fund								
7740	Ind. Alcohol Monitor Fund			70,000					70,000
229	Federal Equitable Sharing Fund								
7126	Drug Law Enforcement				200,000				200,000
231	Indigent Support								
7740	Domestic/Thelf ISFC			40,000					40,000

**2025 BUDGET
SUMMARY OF ESTIMATED EXPENDITURES**

Dept. Code	Name	Personal Services	Fringe Benefits	Contract. Services	Materials & Supplies	Capital	Debt Service	Transfers	Totals
331	G.O. Retirement Fund								
7910	Bond & Note Retirement			15,000			1,210,000		1,225,000
401	Capital Impr.Fund								
7110	Police Law Enforcement					160,000			160,000
7310	Parks & Forestry					205,000			205,000
7510	Storm Drains & Sewers					40,000			40,000
7610	Street C M & R					8,800,000			8,800,000
7615	Sidewalks					35,000			35,000
7635	Traffic Signals					0			0
7750	Lands & Buildings				50,000				50,000
8020	Information Tech.					215,000			215,000
	Totals				50,000	9,455,000			9,505,000
402	American Rescue Plan Fund								
7610	Downtown Transportation Improvements					0			0
405	Court Capital Improvement Fund								
7740	Municipal Court				80,000		50,000		130,000
406	Tax Increment Financing Fund								
7610	TIF District Improvements					100,000			100,000
501	Spec.Assess.Trees								
7440	Tree Maintenance	98,000	30,000	93,000	9,000				230,000
502	Spec.Assess. Street Lighting								
7130	S.A. Street Lighting	3,000	2,000	385,000					390,000
503	S.A. Ditches & Drains								
7510	Ditches & Drains	242,000	33,000	65,000	40,000				380,000
701	Water Fund								
7520	Water Admin.	292,000	72,000	94,000	135,000				593,000
7525	Distribution	500,000	210,000	3,791,000	105,000	1,841,000	225,000		6,672,000
	Totals	792,000	282,000	3,885,000	240,000	1,841,000	225,000		7,265,000

**2025 BUDGET
SUMMARY OF ESTIMATED EXPENDITURES**

Dept. Code	Name	Personal Services	Fringe Benefits	Contract Services	Materials & Supplies	Capital	Debt Service	Transfers	Totals
702	Sewer Fund								
7530	Sewer Admin.	290,000	75,000	79,000	128,000				572,000
7540	Sewer Collection	356,000	165,000	2,436,000	57,000	528,000			3,542,000
	Totals	646,000	240,000	2,515,000	185,000	528,000			4,114,000
705	Resource Recovery								
7314	Compost	120,000	20,000	64,000	25,000				229,000
707	Medical Care - Self Insured								
8030	Medical Care		2,225,000	375,000					2,600,000
801	Police Pension								
7135	Police Pension		600,000						600,000
802	Property Room								
7170	Property Room				5,000				5,000
804	Income Tax Fund								
7760	Tax Adm.	290,000	113,000	52,000	345,000				800,000
8000	Transfers Out							8,100,000	8,100,000
	Totals	290,000	113,000	52,000	345,000			8,100,000	8,900,000
805	Unclaimed Fund								
7520	Refunds							5,000	5,000
806	Joint Econ Dev Dist								
7520	Refunds		60,000					90,000	150,000

**2025 BUDGET
SUMMARY OF ESTIMATED EXPENDITURES**

Dept. Code	Name	Personal Services	Fringe Benefits	Contract. Services	Materials & Supplies	Capital	Debt Service	Transfers	Totals
808	Escrow Fund								
7520	Escrow				0				0
810	Police Community Affairs								
7160	Police Community Affairs			6,000	4,000				10,000

Exhibit "B"

**2025 ESTIMATED REVENUE
SUMMARY OF REVENUE 2022-2025**

<u>General Fund (110)</u>	<u>2022 Actual</u>	<u>2023 Actual</u>	<u>2024 Estimate</u>	<u>2025 Estimate</u>
Real Estate Taxes	1,113,548	1,140,638	1,300,000	1,200,000
City Income Taxes	3,277,868	3,363,651	3,750,000	3,330,000
Other Taxes	65,825	63,478	70,000	70,000
Shared revenue	1,166,559	1,104,517	1,100,000	1,100,000
Charges for Services	679,738	808,444	850,000	850,000
Fees, Licenses, Permits	331,545	319,472	360,000	350,000
Interest Earnings	99,654	190,494	260,000	455,000
Fines & Forfeits	1,076,788	1,050,161	1,145,000	1,235,000
Other revenue	326,897	327,486	300,000	430,000
Transfers In	6,941,804	7,759,650	8,610,000	7,710,000
Totals	15,080,226	16,127,991	17,745,000	16,730,000
 <u>Street C. M. & R. Fund (222)</u>				
Veh. Reg. & Gasoline Tax	980,429	1,044,931	1,080,000	1,080,000
Other Revenue	17,456	14,561	20,000	20,000
Transfers In	0	200,000	250,000	200,000
Totals	997,885	1,259,492	1,350,000	1,300,000
 <u>Permissive Tax Fund (223)</u>				
Permissive Vehicle Tax	320,779	317,631	350,000	350,000
Other Revenue	0	0	0	100,000
Totals	320,779	317,631	350,000	450,000
 <u>State Highway Imp.Fund (224)</u>				
Veh. Reg. & Gasoline Tax	79,494	84,724	90,000	90,000
Totals	79,494	84,724	90,000	90,000
 <u>Law Enforcement Trust (225)</u>				
Contraband-Sales-Proceeds	0	102	10,000	10,000
Totals	0	102	10,000	10,000
 <u>Drug Law Enforcement (226)</u>				
Drug Enforcement Fines	1,414	14,158	10,000	40,000
Totals	1,414	14,158	10,000	40,000

**2025 ESTIMATED REVENUE
SUMMARY OF REVENUE 2022-2025**

	<u>2022 Actual</u>	<u>2023 Actual</u>	<u>2024 Estimate</u>	<u>2025 Estimate</u>
<u>Ind. Drivers Alcohol Treatment Fund (227)</u>				
Municipal Court Fines	26,754	23,456	40,000	40,000
Totals	26,754	23,456	40,000	40,000
<u>Ind. Drivers Alcohol Monitor Fund (228)</u>				
Municipal Court Fines	22,360	20,923	30,000	30,000
Totals	22,360	20,923	30,000	30,000
<u>Equitable Federal Sharing Fund (229)</u>				
Shared revenue	0	0	8,000	8,000
Transfers In	575	1,890	2,000	2,000
Totals	575	1,890	10,000	10,000
<u>Indigent Support Fund (231)</u>				
Fines & Fees	33,573	33,186	40,000	40,000
Total	33,573	33,186	40,000	40,000
<u>G.O. Debt Service (331)</u>				
Real Estate Taxes	668,129	684,383	800,000	725,000
Shared revenue	92,142	91,188	100,000	100,000
Other revenue	0	0	0	0
Bond Proceeds	0	0	0	0
Note Proceeds	0	0	0	0
Transfers In	900,000	900,000	800,000	400,000
Totals	1,660,271	1,675,571	1,700,000	1,225,000
<u>Capital Improvement Fund (401)</u>				
City Income Tax	1,047,954	1,076,368	1,200,000	1,065,000
Shared revenue	872,245	5,229,118	3,320,000	2,520,000
Interest Earnings	116,288	226,593	320,000	560,000
Other revenue	407	276,090	160,000	200,000
Transfers In	2,250,000	3,300,000	4,100,000	2,800,000
Totals	4,286,894	10,108,169	9,100,000	7,145,000
<u>American Rescue Plan Fund (402)</u>				
Shared revenue	1,019,500	0	0	0
Interest Earnings	11,683	28,877	40,000	0
Totals	1,031,183	28,877	40,000	0

**2025 ESTIMATED REVENUE
SUMMARY OF REVENUE 2022-2025**

	<u>2022 Actual</u>	<u>2023 Actual</u>	<u>2024 Estimate</u>	<u>2025 Estimate</u>
<u>Court Capital Improvement Fund (405)</u>				
Fines & Forfeits	79,243	80,457	150,000	130,000
Other revenue	27,174	29,052	0	0
Totals	106,417	109,509	150,000	130,000
<u>Tax Increment Financing Fund (406)</u>				
Real Estate Taxes	0	0	100,000	100,000
Totals	0	0	100,000	100,000
<u>S.A. Serv. - Trees (501)</u>				
Special Assessments	243,453	250,254	260,000	230,000
Miscellaneous revenue	0	0	0	0
Totals	243,453	250,254	260,000	230,000
<u>S.A. Street Lighting Fund (502)</u>				
Special Assessments	421,738	379,001	400,000	390,000
Reimbursements-Damages	0	0	0	0
Totals	421,738	379,001	400,000	390,000
<u>S.A. Ditches & Drainage Fund (503)</u>				
Special Assessments	305,263	314,598	330,000	380,000
Miscellaneous	0	0	0	0
Transfers In	0	0	0	0
Totals	305,263	314,598	330,000	380,000
<u>Water Fund (701)</u>				
Charges for Services	4,660,261	4,646,808	4,880,000	4,890,000
Interest Earnings	45,764	85,066	160,000	280,000
Other revenue	107,380	73,512	160,000	130,000
Totals	4,813,405	4,805,386	5,200,000	5,300,000
<u>Sewer Fund (702)</u>				
Charges for Services	3,237,139	3,740,916	3,840,000	3,950,000
Interest Earnings	6,292	22,428	20,000	35,000
Other revenue	1,703,662	20,571	1,340,000	115,000
Totals	4,947,093	3,783,915	5,300,000	4,100,000

**2025 ESTIMATED REVENUE
SUMMARY OF REVENUE 2022-2025**

	<u>2022 Actual</u>	<u>2023 Actual</u>	<u>2024 Estimate</u>	<u>2025 Estimate</u>
<u>Resource Recovery (705)</u>				
Other revenue	103,901	98,461	120,000	120,000
Transfers In	105,000	120,000	120,000	100,000
Totals	208,901	218,461	240,000	220,000
<u>Medical Care - Self Insured (707)</u>				
Miscellaneous revenue	90,292	143,910	90,000	280,000
Other revenue	2,031,058	2,222,473	2,310,000	2,320,000
Totals	2,121,350	2,366,383	2,400,000	2,600,000
<u>Police Pension Fund (801)</u>				
Real Estate Taxes	489,961	501,881	570,000	530,000
Shared revenue	67,570	66,869	70,000	70,000
Totals	557,531	568,750	640,000	600,000
<u>Property Room (802)</u>				
Miscellaneous revenue	-68	0	8,000	8,000
Totals	-68	0	8,000	8,000
<u>Income Tax Fund (804)</u>				
City Income Tax	8,785,649	9,014,585	10,050,000	8,925,000
Misc. revenue	275	275	50,000	5,000
Totals	8,785,924	9,014,860	10,100,000	8,930,000
<u>Unclaimed Monies Fund (805)</u>				
Miscellaneous revenue	2,753	3,901	5,000	5,000
Totals	2,753	3,901	5,000	5,000
<u>Joint Economic Development District (806)</u>				
Income Tax	65,030	66,782	70,000	150,000
Totals	65,030	66,782	70,000	150,000

**2025 ESTIMATED REVENUE
SUMMARY OF REVENUE 2022-2025**

	<u>2022 Actual</u>	<u>2023 Actual</u>	<u>2024 Estimate</u>	<u>2025 Estimate</u>
<u>Escrow Fund (808)</u>				
Miscellaneous Revenue	0	0	0	0
Total	0	0	0	0
 <u>Police Community Affairs (810)</u>				
State Shared revenue				
Other revenue	9,591	9,000	10,000	10,000
Totals	9,591	9,000	10,000	10,000
 <u>Parks-Recreation Foundation (811)</u>				
Interest Earnings	0	0	2,000	2,000
Totals	0	0	2,000	2,000

**2025 ESTIMATED REVENUE
SUMMARY OF REVENUE 2022-2025**

	<u>2022 Actual</u>	<u>2023 Actual</u>	<u>2024 Estimate</u>	<u>2025 Estimate</u>
<u>Recapitulation of Funds</u>				
110 - General	15,080,225	16,127,991	17,745,000	16,730,000
222 - Street CM & R	997,885	1,259,492	1,350,000	1,300,000
223 - Permissive Tax	320,779	317,631	350,000	450,000
224 - State Highway Improverme	79,494	84,724	90,000	90,000
225 - Law Enforcement	0	102	10,000	10,000
226 - Drug Law	1,414	14,158	10,000	40,000
227 - Ind Drivers Alcohol Trmt	26,754	23,456	40,000	40,000
228 - Ind Drivers Alcohol Monitor	22,360	20,923	30,000	30,000
229 - Equitable Federal Sharing	575	1,890	10,000	10,000
231 - Indigent Support	33,573	33,186	40,000	40,000
331 - G.O. Debt Service	1,660,270	1,675,571	1,700,000	1,225,000
401 - Capital Improvement	4,286,894	10,108,169	9,100,000	7,145,000
402 - American Rescue Plan	1,031,183	28,877	40,000	0
405 - Municipal Court Improveme	106,417	109,509	150,000	130,000
406 - Tax Increment Financing	0	0	100,000	100,000
501 - S.A. Serv. - Trees	243,453	250,254	260,000	230,000
502 - S.A. Street Lighting	421,738	379,001	400,000	390,000
503 - S.A. Ditches & Drainage	305,263	314,598	330,000	380,000
701 - Water Fund	4,813,405	4,805,386	5,200,000	5,300,000
702 - Sewer Fund	4,947,093	3,783,915	5,300,000	4,100,000
705 - Resource Recovery	208,901	218,461	240,000	220,000
707 - Medical Care	2,121,350	2,366,383	2,400,000	2,600,000
801 - Police Pension	557,531	568,750	640,000	600,000
802 - Property Room	-68	0	8,000	8,000
804 - Income Tax	8,785,924	9,014,860	10,100,000	8,930,000
805 - Unclaimed Monies	2,753	3,901	5,000	5,000
806 - Joint Econ Dev Dist.	65,030	66,782	70,000	150,000
808 -Escrow Fund	0	0	0	0
810 - Community Affairs	9,591	9,000	10,000	10,000
811 - Parks-Rec Foundation	0	0	2,000	2,000
Grand Total	46,129,787	51,586,970	55,730,000	50,265,000

Exhibit "C"

2025 INTERFUND TRANSFERS

Fund	Transfer From	Fund	Transfer To
General	200,000	Streets C M & R	200,000
General	2,800,000	Capital Improvement	2,800,000
General	100,000	Resource Recovery	100,000
General	2,000	Fed Equitable Sharing	2,000
Income Tax	7,700,000	General	7,700,000
Income Tax	400,000	Debt Service	400,000
Unclaimed Monies	5,000	General	5,000
Joint Economic Dev Dist	21,000	General	21,000
Joint Economic Dev Dist	60,000	Income Tax	60,000
Joint Economic Dev Dist	9,000	Capital Improvement	9,000
Totals	11,297,000		11,297,000



11a.

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

November 4, 2024

To: The Mayor and Members of Sylvania City Council

Re: **Tree Removal Agreement with Mark E. Stewart – 4620 Gettysburg Drive**

Dear Mr. Mayor and Council Members:

On September 12, 2024 the property owner at 4620 Gettysburg Drive (Mr. Mark E. Stewart) was contacted by our Zoning Department regarding two (2) large dead Oak trees located in his front yard. A complaint was filed to the Department regarding the public safety of these two trees and requested City follow-up.

Upon Parks & Forestry Department review it was determined these were private trees not located within the public right-of-way, but were deemed to be a hazard with a recommendation to have them removed. The property owner was notified and agreed as to the condition of the trees, but had not moved forward with the removals due to the cost.

Sylvania Codified Ordinance 941.14 outlines the procedure for residents to request City involvement in the removal of trees from residential property. These costs, including any administrative costs and recording costs, can be assessed on the property tax bill for a five-year period. The City obtained a tree removal quote from All Seasons Tree Care in the amount of \$4,400 which would remove the trees, haul away debris, and regrade the areas with topsoil. The Service Department is estimating an additional \$100 in administrative and recording costs for a total project cost of \$4,550.

The Service Department and Mr. Stewart have agreed to the terms in the enclosed Tree Removal Agreement. We would recommend approval of the Agreement and subsequent authorization to file costs with the Lucas County Auditor's Office. Please call if you should have any questions.

Sincerely,

A handwritten signature in black ink, appearing to be "J. Shaw", written over a horizontal line.

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

11b.

ORDINANCE NO. 125-2024

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO A TREE REMOVAL AGREEMENT WITH MARK E. STEWART FOR THE REMOVAL OF TWO TREES LOCATED AT 4620 GETTYSBURG DRIVE, SYLVANIA, OHIO; AND DECLARING AN EMERGENCY.

WHEREAS, Mark E. Stewart, the owner of the property located at 4620 Gettysburg Drive, Sylvania, Ohio, has requested that the City of Sylvania remove two (2) large dead Oak trees located in the front yard of the property; and,

WHEREAS, Section 941.14 of the Sylvania Codified Ordinances permit the cost of the removal, including administrative and recording costs to be assessed on the property owner's real estate tax bill over a 5-year term; and,

WHEREAS, the City and the property owners have agreed to assess the cost of the tree removal for a period of five years, payable in semi-annual installments of Four Hundred Fifty-Five Dollars (\$455.00) for a total cost of \$4,550.00.

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 a Tree Removal Agreement, on behalf of the City of Sylvania, a copy of which is attached hereto as "Exhibit A," for the removal of two large dead Oak trees in the front yard of the property located at 4620 Gettysburg Drive, Sylvania, Ohio, in accordance with Section 941.14 of the Codified Ordinances of Sylvania, 1979, as amended.

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

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

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

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2024, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

TREE REMOVAL AGREEMENT

WHEREAS, the undersigned represents that it is the owner in fee simple of the real estate described on "Exhibit A" attached hereto and made a part hereof or the undersigned collectively represent that they own said real estate in fee simple and include all those having any dower rights therein, in which case all references herein to the undersigned shall be construed to refer to all of those comprising the undersigned whether singular, plural, male, female or neuter; and,

WHEREAS, the City of Sylvania, Ohio proposes to remove two (2) existing oak trees from the front yard upon based on an owner request; and,

WHEREAS, Section 951.14 of the Codified Ordinances of the City of Sylvania, Ohio permits the assessment of all costs of said removal including administrative and recording fees to be placed on their tax bill for a five (5) year period; and,

WHEREAS, the City of Sylvania, on the request of the undersigned, has indicated its willingness to cooperate with the undersigned by permitting, on conditions hereinafter set forth, the single-family residence located on a lot or parcel consisting of said real estate, to remove said trees and assess the costs over a five (5) year period.

NOW, THEREFORE, in consideration of said real estate consisting of a single-family residence, to request the City to remove said trees, the undersigned, for itself, its successors and assigns, or themselves, their heirs and assigns, hereby agree as follows:

1. With respect to said real estate, to pay to the City of Sylvania, Ohio, costs of said tree removals and associated administrative and recording fees, pursuant to Section 951.14 of the Codified Ordinances of the City of Sylvania, Ohio, totaling four thousand five hundred fifty dollars (\$4,550) in semi-annual installments of four hundred fifty-five dollars (\$455) over a five (5) year period.

2. In addition to removing said trees the City of Sylvania shall haul away all debris, remove associated stumps and grindings, and shall regrade said removal areas with topsoil.
3. At such time as the said real estate, or any part thereof, is no longer owned by the undersigned the entire unpaid balance shall be paid to the City. This document, as of the date of execution and recording in the office of the Recorder of Lucas County, Ohio shall constitute a lien against said real estate in favor of the City of Sylvania, Ohio for the full amount. The City of Sylvania is hereby granted the right and authority to foreclose such lien as any other liens upon real estate are or may be foreclosed and to recover in such foreclosure action the unpaid amount of such lien and the amount of all expenses in connection with the lien and foreclosure including, but not limited to, lien recording fees, title expense, attorney fees and court costs.
4. If any part, clause, provision or condition of this Agreement is held to be void, invalid, or inoperative, such voidness, invalidity or inoperativeness shall not affect any other cause, provision or condition hereof; but the remainder of this Agreement shall be effective as though such clause, provision or condition has not been contained herein.
5. This Agreement shall bind the heirs, successors and assigns of the undersigned, shall bind said real estate and run with the land, and shall inure to the benefit of the City of Sylvania, Ohio, its successors and assigns.
6. Except the lien for current taxes and assessments, the undersigned warrant that said real estate is free and clear of mortgages and liens except for those recorded in the Office of the Recorder of Lucas County, Ohio.
7. The marital status of the undersigned is as follows: unmarried.
8. Prior instrument reference: 20120320-0012719.

The undersigned have hereunto set his hand this 29th day of October, 2024.


Mark E. Stewart

STATE OF OHIO

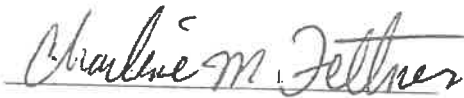
}SS

COUNTY OF LUCAS,

Before me, a Notary Public, in and for said County and State, personally appeared Mark E. Stewart, who acknowledged the signing thereof to be his voluntary act and deed for the purpose therein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

Notary Public



This instrument prepared by:
Joseph E. Shaw, P.E., P.S.
Director of Service
City of Sylvania, Ohio
6730 Monroe Street
Sylvania, Ohio 43560



CHARLINE M FELTNER
Notary Public
State of Ohio
My Comm. Expires
May 11, 2026

Exhibit A

Situated in the City of Sylvania, Ohio and being Lot one hundred sixty (160) in Lincoln Woods Plat 5, a subdivision in the City of Sylvania, Lucas County, Ohio, in accordance with Volume 65 of Plats, Page 9.

TDP 82-23731

4620 Gettysburg Drive

All Seasons Tree Care

Office: 419-464-7779

8319 Nebraska • Toledo, Ohio 43617

astoffice419@gmail.com

allseasonstreecareexperts.com

Estimate good for 30 days

No Discounts on day rates - 3.5% Credit Card Fee

* Stump not done same day * Stump mulch always stays

Name: City of Sylvania

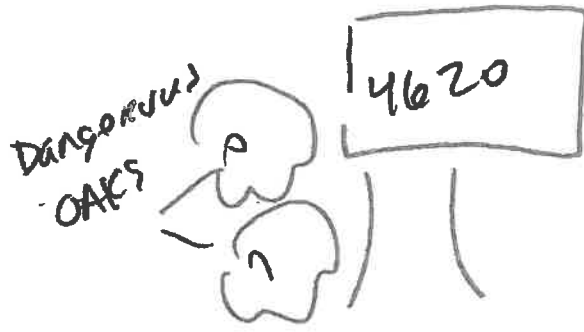
Jobsite Address: 4620 Gettysburg
Sylvania OH 43560

Phone # Margie 419-376-9425

Email/Bus: _____

Billing Address: _____ Cross Roads: _____
Referral From: _____ Time Called _____ Date Called _____

Crane 24 on 30
Bucket Truck _____
Tree Climber Arborist _____
CMC topsoil
Misc. _____
Stump Removal



Over 30 Years Experience

ORIG. PHONE REQUEST 2 OAK trees removal

Work Proposed:

Remove two dead oak trees front yard
haul away all debris ————— \$3800⁰⁰

Remove stumps haul groundings
and regrade with topsoil ————— \$600⁰⁰

Financing Available

3.9% Fuel Surcharge - Maximum \$145.00

Plus Tax

15698

PROOF OF INSURANCE AND REFERENCES AVAILABLE UPON REQUEST

All Seasons does not warrant against any mishaps during construction or maintenance including but not limited to trees, roots, plants, etc., or broken concrete, driveways, sidewalks, patios, brick or asphalt and damage to sprinkler lines or heads, drainage, sewer systems, gas lines, phones, cable etc. or any wires buried or not. All service guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. All services will be completed as well as expected due to conditions provided. All Seasons is not responsible for weather related problems or other natural occurrences.

On accounts remaining unpaid after 30 days from date of billing statement, a 2% service charge per month will be added to unpaid balance. This charge is computed at an annual percentage rate of 24%.



Thank You, we appreciate your business.



Matt Kowalski

Certified Arborist #OH-5331A

9/16/24

Date

PETITION FOR ZONING ORDINANCE AMENDMENT

12

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

Application No. ZA-3-2024
Date 10/25/24

Petitioner Name(s): Chuck Schmalzried, Michelle Construction

Petitioner Address: 1041 S. Reynolds Rd., Toledo

Email: chuck@michelleconstruction.com Telephone: (419) 392-8800

Location of property for which zoning amendment is requested:

4713 N. King Road, Sylvania, Parcel No. 8200015

Purpose of amendment request: Residential subdivision

Current Zoning: R-1 Requested Zoning: R-2 with a PD overlay

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

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

750.00

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

By: _____

Date referred by Council: _____

Date of Commission Action: _____

Date of Council Action: _____

Action: _____

For Office Use Only

Date: 10/28/24 Check #: _____ Cash: _____ Fee: \$ 750.00

(Joe Shaw)

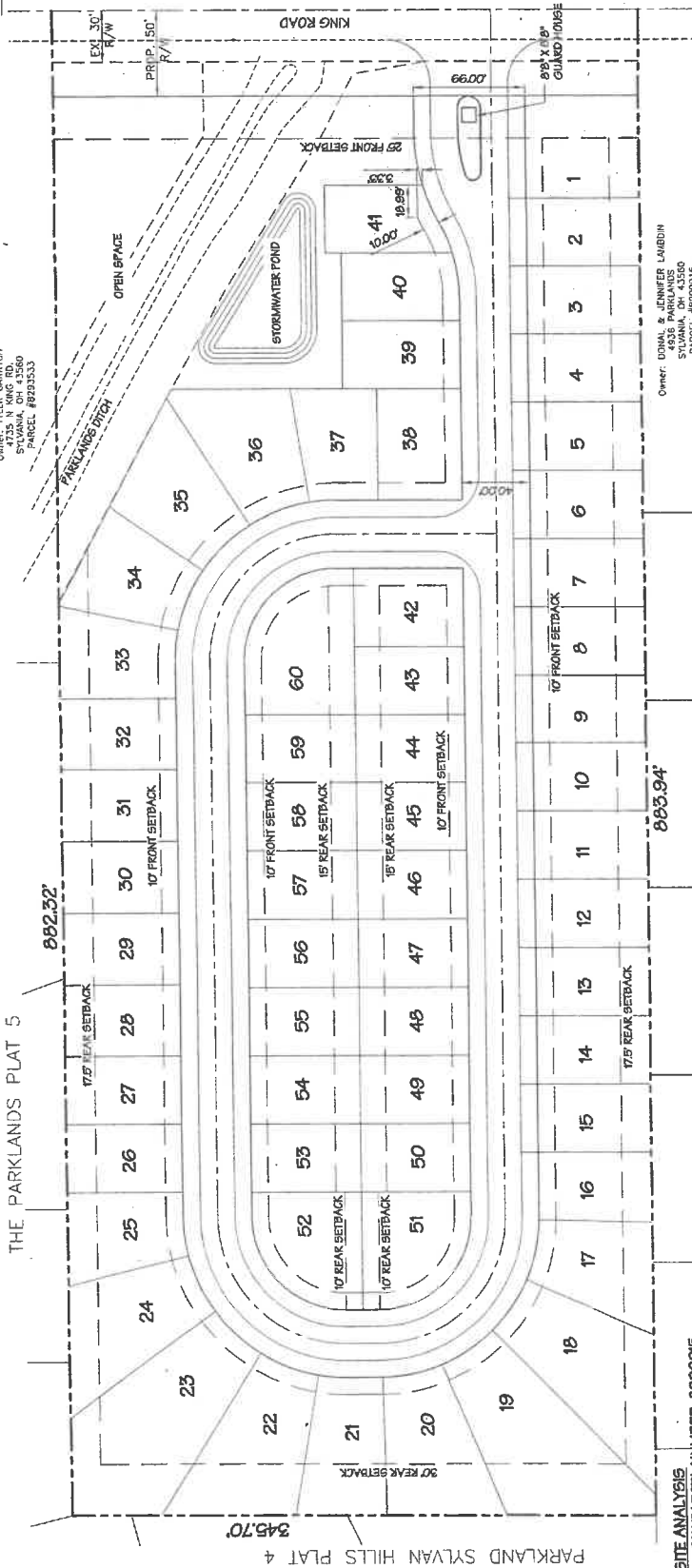
PRELIMINARY DRAWING OF Fondren Estates

CITY OF SYLVANIA, LUCAS COUNTY, OHIO

LEGAL DESCRIPTION
THE SOUTH THREE HUNDRED FORTY-FIVE AND SEVEN TENTHS (345.7/10) FEET OF THE NORTH SIXTEEN HUNDRED NINETY-FIVE AND SEVEN TENTHS (1695.7/10) FEET OF THE EAST ONE-THIRD (1/3) OF THE NORTHEAST ONE-QUARTER (1/4) OF SECTION SEVENTEEN (17), TOWN NINE (9) SOUTH, RANGE SIX (6) EAST IN SYLVANIA TOWNSHIP, LUCAS COUNTY, OHIO, CONTAINING SEVEN (7) ACRES, SUBJECT TO LEGAL HIGHWAYS.

THE PARKLANDS PLAT 5

882.32'



Owner: TYLER GAWRICH
4735 N KING RD.
SYLVANIA, OH 43550
PHONE: 614-893-3333

Owner: DONALD & JENNIFER LAMBDIN
1000 N. SYLVANIA RD.
SYLVANIA, OH 43550
PARCEL #2000016

SITE ANALYSIS
• TAX PARCEL NUMBER: 8220015
• EX. ZONING: R-1
• PROP. ZONING: R-2 PD
• TOTAL AREA: 7.0± AC.
• NUMBER OF LOTS: 60
• 40' PRIVATE R/W WITH 25' ROAD W/O CURBS
• SANITARY SEWERS
• STORM SEWERS
• WATERLINES
• NATURAL GAS
• 10' UTILITY EASEMENTS
• UNDERGROUND ELECTRIC, PHONE AND CABLE

LOT DATA:

- PROPOSED USE: RESIDENTIAL HOMES
- PROPOSED HOUSES: 30' WIDE X 40' DEEP
- MIN. FRONT YARD: 10 FEET
- MIN. REAR YARD: 15 FEET UNLESS OTHERWISE NOTED
- MIN. SIDE YARD: 5 FEET
- PARKING: 2 SPACES PER UNIT - ONE CAR GARAGES WITH DRIVEWAY

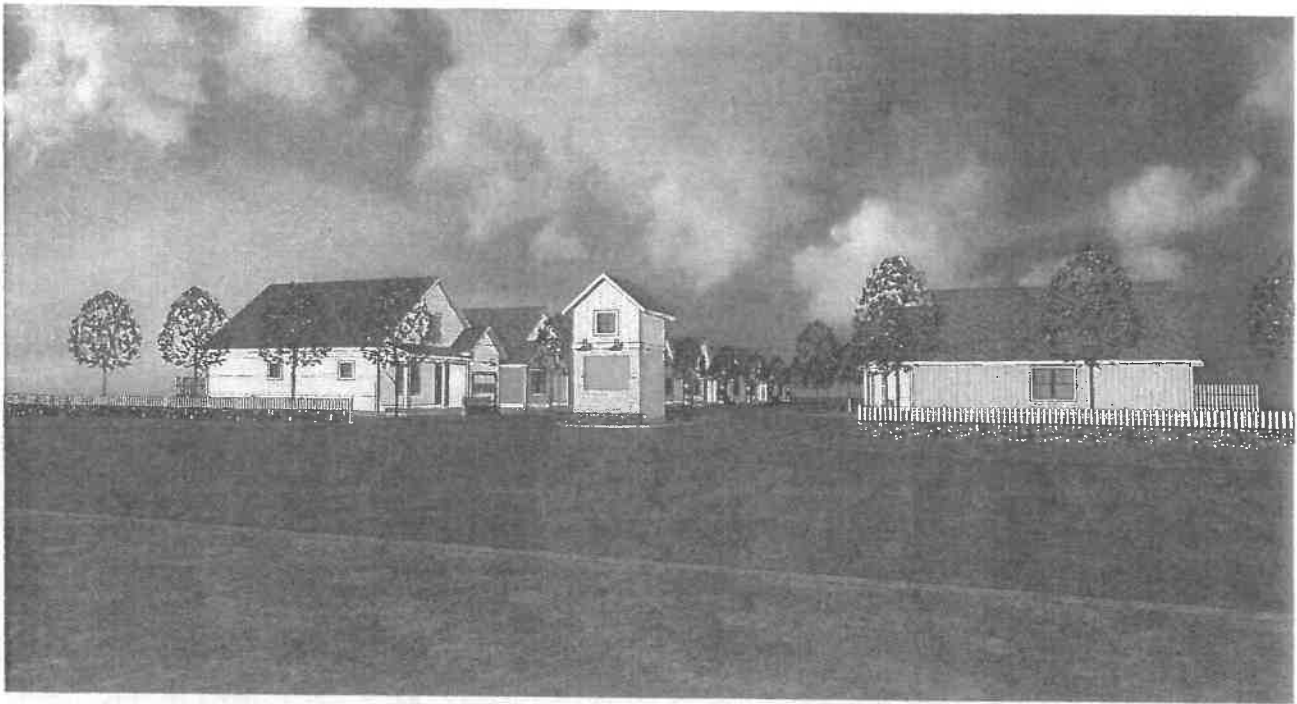
PREPARED BY:
GREG FELLER, P.E. 69055

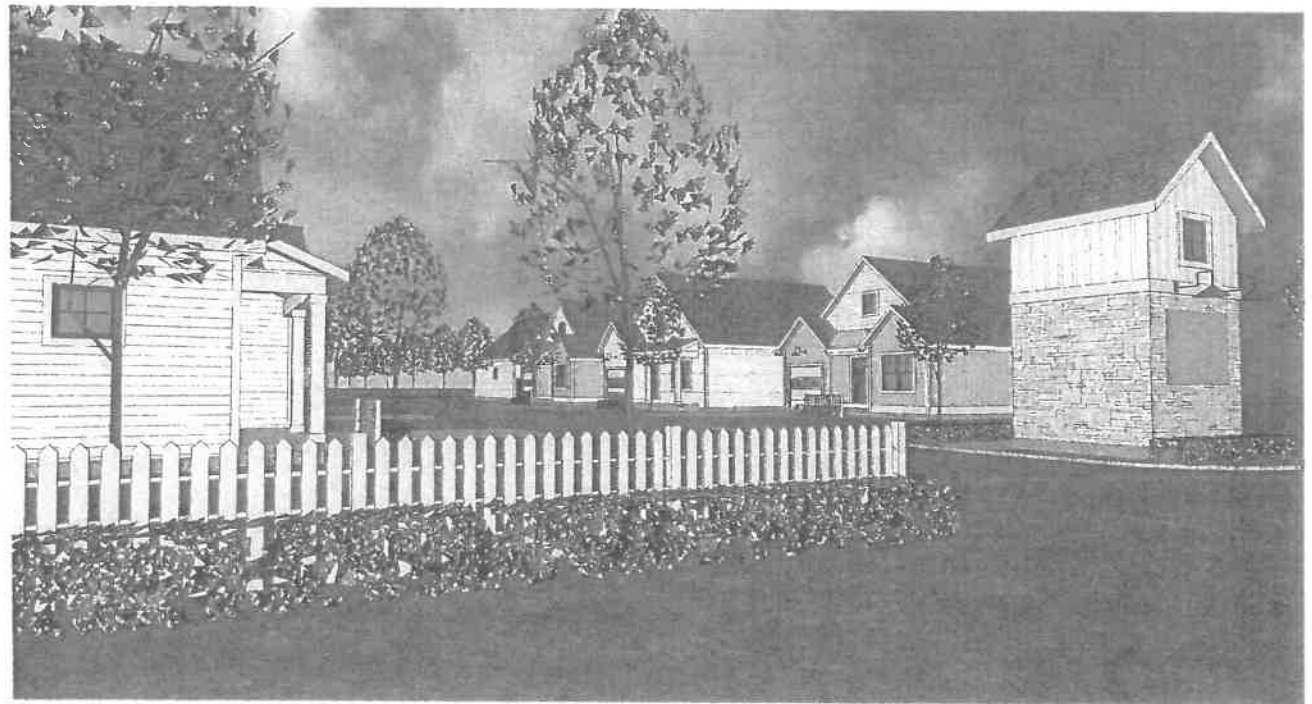
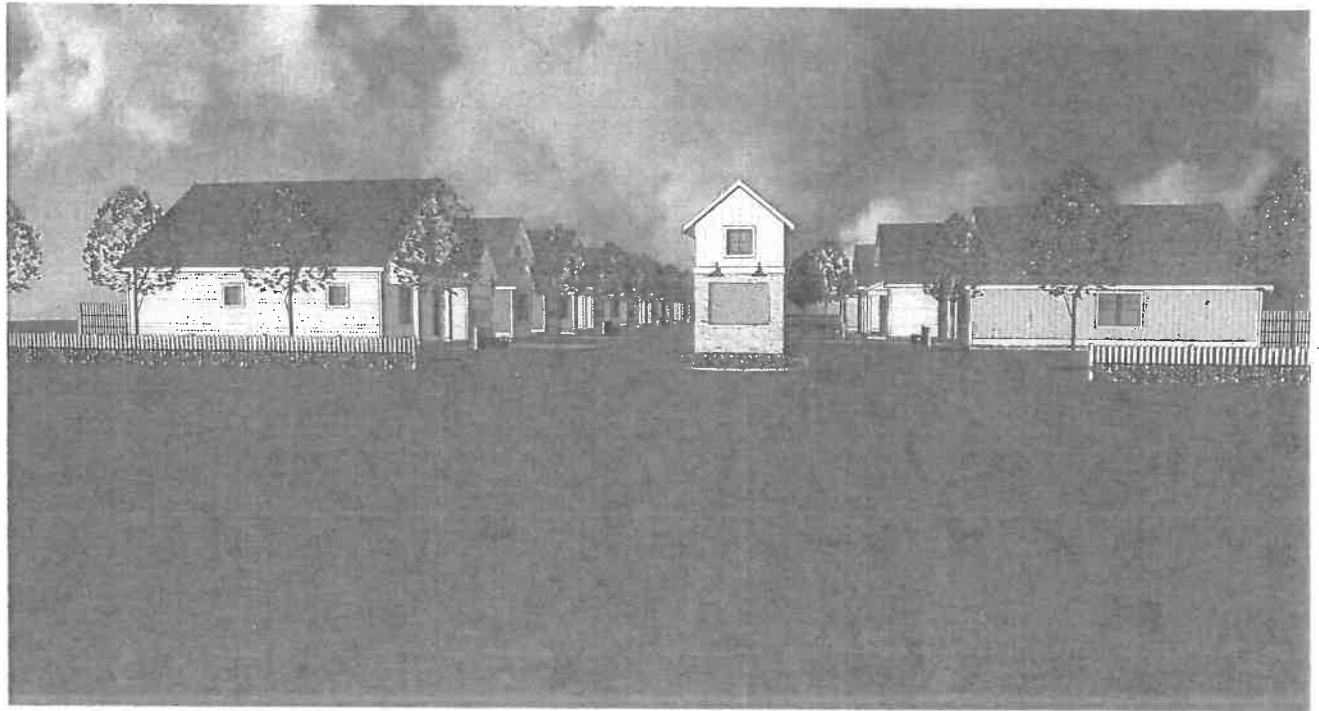
FellerFinch
A ASSOCIATES, I.N.C.
Engineers • Surveyors

1888 Woodhull Drive, Maumee, Ohio 43537
Phone: (419) 892-3980
Fax: (419) 892-3982
www.fellerfinch.com

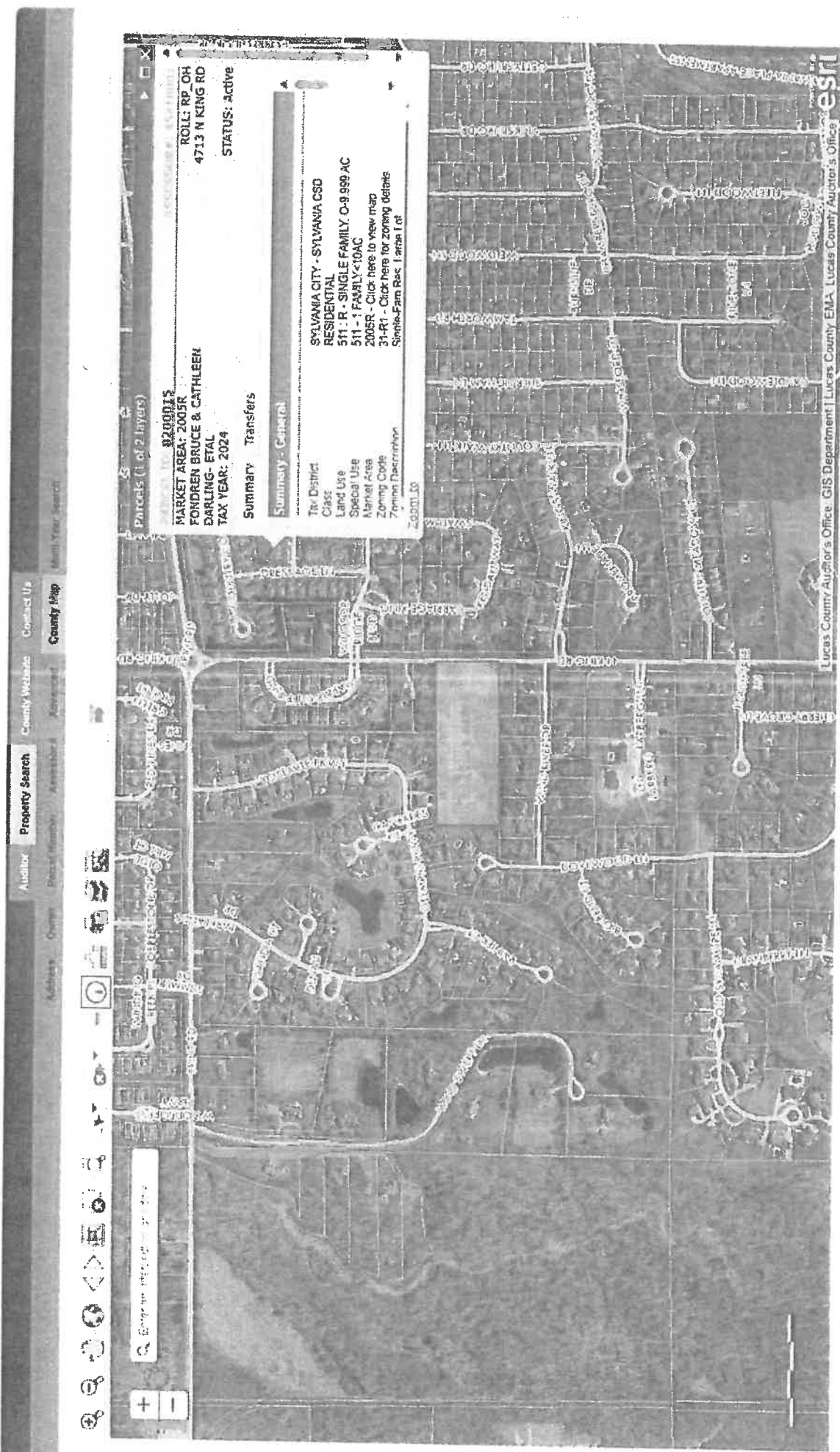
PROJECT NO: 1021035 DWR: 15-100350004 DATE: 8-28-24











Parcels (1 of 2 layers)

82000115
MARKET AREA: 2005R
FONDREN BRUCE & CATHLEEN
DARLING- ETAL
TAX YEAR: 2024

Summary Transfers

Summary - General

Trv District:
Class:
Land Use:
Special Use:
Market Area:
Zoning Code:
Zoning Description:
Sylvania City - SYLVANIA CSD
RESIDENTIAL
511 - R - SINGLE FAMILY, 0-9.999 AC
511 - 1 FAMILY<10AC
2005R - Click here to view map
31-R1 - Click here for zoning details
Single-Fam Res 1 acria 1 lot

ROLL: RP_OH
4713 N KING RD
STATUS: Active

Author
County Webpage
Property Search
County Map

Lucas County Auditor's Office GIS Department | Lucas County EMA, Lucas County Auditor's Office | esri



Third Quarter Management Report

Key Statistics:	2024	2023
Number of tax returns processed	3976	4424
Number of e-filed returns	17	0
Gross Receipts	\$2899275.50	\$3217776.87
Number of withholding payments processed	4551	4353
Number of online payments	92	121
Number of refunds processed	110	142
Delinquent totals	\$1110709.69	\$1080275.30
Amount of money received from collections attorney	\$5416.95	\$8594.70
Amount of money collected by the State Attorney General	\$516.39	\$0
Number of accounts turned over for collection	0	0

Items of Special Interest:

The third quarter is always a busy time preparing for next tax season. All the forms and internet tool have to be updated. We also use this time to focus on delinquencies, non-filers, address changes, and identifying potential taxpayers by utilizing real estate transfer records, unclaimed funds records, lottery winner lists, zoning permits, new utility accounts, and school rosters.

We continue to look for ways to improve our productivity and increase revenues.

Respectfully submitted,

Christy M. Ordorica
Commissioner of Taxation



SYLVANIA POLICE DIVISION 3rd QUARTER 2024

Operational Statistics

	<u>2024</u>	<u>2023</u>
Crime Reports	284	274
Criminal Arrests - Juvenile/Adult	25/60	2/35
Traffic Citations	103	164
Warnings	934	891
Parking Tickets	8	1
OVI	17	16
Traffic Crashes	83	88
Traffic Crash injuries/fatalities	19/1	24/0
Calls for Police Service	2975	3001
Hours Spent Handling Police Calls	1112:20	1543:34
Emergency Response Time – Priority 1	2:49	2:24
Overtime Hours - Police	1615	1759
Overtime Hours - Records	22	33
Training Hours	957	676

Administrative Update

During the 3rd quarter of 2024, Tessa Gardella was hired as a cadet and began attending the Fall 2024 Owens College Police Academy with a completion date late in December of 2024. An agreement with City and FOP was reached regarding lateral employees. There were no candidates left on the existing officer civil service list so it was closed and a new test was started in September with a closing date in October 2024. Officer Brittany Holland did advise she was actively testing in Florida and was expecting to leave sometime in the 4th quarter due to changes

in her personal life.

The 2024 cruiser that was ordered has been completed and was finally delivered to Ohio to begin the upfit. We are still awaiting the complete upfit due to parts issues. We are hopeful to finally take delivery in the 4th quarter.

The L.E.A.D. program was started this semester at several of our elementary schools. This program replaced the DARE program.

Community Affairs

Introduction

Officers from the Community Affairs Division have begun the transition into the 2024-2025 school year, which began August 19th. Officer Andrzejewski is continuing his second year as the SRO at Southview High School and Officer Barnswell started his first year as Northview High School's SRO. Officer Russell began teaching the elementary L.E.A.D. curriculum for the first time. However as of September 19th, Officer Russell took maternity leave. Officer Barnswell has been balancing being Northview SRO and LE.A.D. instructor in her absence.

The Sylvania Police Volunteer Division has continued to assist with events and on road patrol as needed. Sylvania Police Division Volunteers have assisted with numerous events throughout the community this quarter. The Volunteer Division continues to be a tremendous asset to our Police Division.

The Sylvania Public Safety Cadets continues to be an excellent resource for our community. The program provides the opportunity for our youth to learn about law enforcement as they develop lifelong skills that will serve them well as they become adults.

Youth Programs / L.E.A.D. Events

- Officer Russell started teaching L.E.A.D. at Sylvan Elementary.
- Officer Russell started teaching L.E.A.D. at St. Joseph's.
- Officer Russell started teaching L.E.A.D. at Maplewood Elementary.
- Officer Russell and Sylvania Township Officer Deutschman continued to organize and run the Public Safety Cadet meetings.

Community Involvement

- Sgt. Bell and Officer Barnswell attended several community events and meetings.
- Sgt. Bell continues to serve on the Sylvania Area Family Services Board.
- Sgt. Bell and Officer Barnswell continues to serve on the Sylvania Prevention Alliance Board.
- Officer Andrzejewski and Officer Barnswell worked the high school Homecoming events at their respective assigned high schools.
- Sgt. Bell is currently assisting Sylvania Area Family Services and the Sophia Center with re-organizing our Juvenile Diversion Program.

Public Safety Cadets

The Public Safety Cadets have trained in the following topics this quarter:

- Traffic Crashes
- Ride Along Orientation
- Firearms
- Legal Process

The Public Safety Cadets worked the following events this quarter:

- July 3rd Fireworks

School Resource Officer Programs

Northview High School - Officer Russell		Southview High School – Officer Andrzejewski	
Presentations	0	Presentations	0
Meetings /Training	3	Meetings /Training	9
General Offense /Accident Reports	0	General Offense /Accident Reports	3
Citations / Warnings	4	Citations / Warnings	0
School Related Complaints/Interview	15	School Related Complaints/Interview	42
Parking Lot Assists	4	Parking Lot Assists	4
Court Appearances	0	Court Appearances	0
Security Issues	27	Security Issues	11
Misc.	5	Misc.	30

Volunteer Program – 3rd Quarter Report

Hour Summary	
Total Patrol Volunteer hours for Jul. 2024 – Sep. 2024	18.5
Total Event Volunteer hours for Jul. 2024 – Sep. 2024	91.75
3rd Quarter Total	110.25

Volunteer Patrol Log	
Lockouts	0
House Checks	16
Road Patrol/Traffic Assists	0
Citizen/Motorist Assists	0
Special Assignments:	
<ul style="list-style-type: none"> • 3rd of July Fireworks • Sylvania Triathlon • Centennial Terrace Events • Northview vs. Southview Football Game • Ridin’ Late in County 48 	

Bike Patrol – 3rd Quarter Report

Hour Summary	
On-duty hours Jul. 2024 – Sep. 2024	0
Overtime hours for Jul. 2024 – Sep. 2024	46.25
Total	46.25

Special Events:

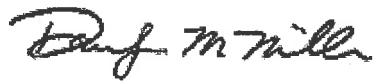
- July 3rd Fireworks
- Northview vs. Southview Football Game
- Ridin' Late in County 48

Detective Bureau
July – September 2024

Active Case Load by Investigator			
Detective	Assigned	Cleared	Total Active
Sgt. Music	11	14	3
Det. Collins	14	15	8
Det. Espinosa	16	18	8
Det. Papenfuss	14	14	6
Monthly Totals	55	61	25

Mobile Device Extractions Completed	8
Storage Device Extractions Completed	4
Computers/Hard Drive Extractions	1

Respectfully submitted,



Danilynn M. Miller
Chief of Police

City of Sylvania Management Report
For The Division of Streets
Third Quarter - 2024

Road Repairs & Maintenance:

	<u>2024</u>	<u>2023</u>
Remove & Replace Existing Concrete As Needed	29 cu. yds	34 cu. yds
Asphalt Placed for Repairs/ Paving Program	47.5 tons	133.5 tons.
Street Sweeping Hours	166 hrs.	232 hrs.
Street Sweeping Tonnage Hauled	8 tons.	19 tons.
Catch Basin & Manhole Repair Hours	1267 hrs.	476 hrs.
Crack-Fill Roadways Hours	24 hrs	16 hrs.
Traffic Paint Hours	844 hrs.	768 hrs.
Cold Patch Hours	112 hrs.	262 hrs.
Curb Repair Hours	0 hrs.	0 hrs.
Road Repairs from Water Main Breaks	0 hrs.	964 hrs.

Traffic Signs Repaired and / or Replaced:

Sign Maintenance Hours	325 hrs.	296 hrs
Regulatory Signs	12	12
Warning Signs	11	9
Street Name & Informative Signs	4	6

Miscellaneous:

Dead Animals Removed From Right - of - Way	19	21
Clean Up Oil / Fuel Spills In The Roadways	0	0 hrs
Post No Parking for The LPGA Marathon Classic	40 hrs.	40 hrs
Haul Recycled Concrete for Disposal	67 tons	53 tons
Road Grading	0 hrs	0 hrs
Traffic signal maintenance	6 hrs.	0 hrs
Equipment maintenance	182 hrs.	358 hrs
Shop/Grounds maintenance	103 hrs.	314 hrs
Storm Damage Clean Up	0 hrs.	52 hrs.
Compost Field Restoration	596 hrs.	

Special Event Set Up:

<u>2024</u>	<u>2023</u>
--------------------	--------------------

Special Events Total Hours

July 4th Fireworks
Church Rummage Sale
Sylvania Triathlon
Sylvania Super kids Triathlon
The LPGA Marathon Classic
Ridin Late in County Forty-Eight
Sylvania Plein Air Festival
4 Block Parties
Womens Trillium
OH MI Run

186 hrs.

200 hrs

Michael Elliott

Michael Elliott
Foreman of Streets
30-Oct-24