

Sylvania City Council

January 6, 2025

6:45 p.m. Employee & Community Relations Committee Meeting

Board of Zoning Appeals Appointment

7:15 p.m. Public Hearing – ZA-2-2024

Centennial Crossings Plat 1 Lots BB & GG

7:30 p.m. Council Meeting

Agenda

1. Roll call: 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. Hansen.
3. Ceremonial Swearing in of Mark R. Frye as City of Sylvania Mayor.
4. Town Crier Introduction of Mayor Mark R. Frye.
5. Additions to the agenda.
6. Approval of the Council meeting minutes from December 16, 2024.
7. Report of the Public Hearing for ZA-2-2024 held this date.
8. Proposed Ordinance No. 1-2025, Authorizing the Mayor and Director of Finance to enter into a 3-year Collective Bargaining Agreement commencing January 1, 2025, on behalf of the City of Sylvania Municipal Employees Association (SMEA), affiliated with District 8, American Federation of State, County and Municipal Employees, AFL-CIO.
9. Proposed Ordinance No. 2-2025, Making certain position and compensation pay plan changes, making certain salary, wage, and other service compensation adjustments to the Codified Ordinances of Sylvania, 1979, as amended.
10. Proposed Ordinance No. 3-2025, Authorizing an agreement between Donald J. Schonhardt & Associates, Inc. and the City of Sylvania whereby said firm will assist the City in preparation of its 2024, 2025 and 2026 Basic Financial Statements (BFSs) in compliance with generally accepted accounting principles (GAAP).
11. Proposed Ordinance No. 4-2025, Authorizing the Mayor and Director of Finance to enter into an agreement with the Ohio Attorney General for the collection of unpaid court costs.

12. Proposed Ordinance No. 5-2025, Authorizing the Mayor and Director of Finance to enter into an offer to purchase and first amendment to offer to purchase for the property located at 5710, 5716 and 5720 Summit Street, Sylvania, Lucas County, Ohio, 43560, owned by Quinnell Investments, Ltd.
13. US-23/Monroe Street Interchange Project.
 - a. Service Director's letter recommending approval of legislative documents.
 - b. Proposed Ordinance No. 6-2025, Authorizing the Mayor and Director of Finance to enter into a contract with the State of Ohio, Department of Transportation for this project.
14. Brint Road and Harroun Road Roundabout Project.
 - a. Service Director's letter recommending approval of the proposal for this project.
 - b. Proposed Ordinance No. 7-2025, Accepting the proposal of DGL Consulting Engineers, LLC to provide professional engineering services for this project.
15. Downtown Transportation Improvements (Phase 1).
 - a. Service Director's letter recommending approval of the proposal for this project.
 - b. Proposed Ordinance No. 8-2025, Accepting the proposal of American Structurepoint, Inc. to provide construction management services for this project.
16. Harroun Road and Ravine Drive Intersection Improvements Project.
 - a. Service Director's letter recommending approval of the proposal for this project.
 - b. Proposed Ordinance No. 9-2025, Accepting the proposal of American Structurepoint, Inc. to provide construction management services for this project.
17. Service Director's letter requesting to advertise for bids on the Silvertown Drive Waterline Improvements and Resurfacing Project.
18. Proposed Ordinance No. 10-2025, Revising the Administrative, Departmental and Divisional Organization of the City and the Codified Ordinances thereof by amending Sylvania Codified Ordinance Chapter 125 – Department of Public Safety.
19. Proposed Resolution No. 1-2025, A Resolution designating the Clerk of Council as the Mayor and City Council's designee to attend training programs and seminars about the Public Records Law.
20. Committee reports.
 - a. Report from Employee & Community Relations Committee meeting held this date.
21. Committee referrals.

INFORMATION

NONE

AGENDA FOR THE SPECIAL COUNCIL MEETING
JANUARY 6, 2025
7:00 P.M.

1. Mark R. Frye, Mayor call the Special Meeting of Council to order.
2. Pledge of Allegiance.
3. Moved by _____ and seconded by _____ that _____ is nominated for election as President of Council. (that nominations be closed and a unanimous ballot be cast in favor of _____ as President of Council). (Or if more than one person is nominated before nominations are closed the Clerk shall provide a ballot to each Member of Council present and the nominee receiving the greatest number of votes shall be deemed to be elected as President of Council).
4. Adjournment.

Minutes of the Meeting of Council
December 16, 2024



The Council of the City of Sylvania, Ohio met in regular session on December 16, 2024 at 7:30 p.m. with Mayor Stough in the chair. Roll was called with the following members present: Mark Frye, Marcus Hansen, Doug Haynam, Brian McCann, Patrick Richardson, Mary Westphal, Lyndsey Stough; (7) present; (0) absent.

Roll call:
7 present.

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

Pledge of
Allegiance.

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

Additions to the agenda:

Item #4a. Oliver Turner and Sylvania Township Trustees.

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 December 2, 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 December 2, 2024 be approved; roll call vote being: Westphal, Hansen, Frye, McCann, Richardson, Stough, Haynam; (7) yeas; (0) nays. The motion carried.

Approval of the
Dec. 2, 2024
Meeting minutes.

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

Sylvania Township Trustees Neal Mahoney, John Jennewine and Jill Johnson along with Township Administrator Oliver Turner, presented an award to Mayor Craig Stough thanking him for his years of great service to the community and cooperation with Sylvania Township.

Sylvania Twp.
Presentation to
Mayor Stough.

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

Service Director's letter recommending approval of Change Order No. 1 was placed on file. Ms. Stough presented and read aloud by title only, proposed Ordinance No. 135-2024, a written copy of same having been previously furnished to each member of Council "Authorizing the Mayor and Director of Finance to approve Change Order No. 1 to this City's Agreement with Van Tassel Construction Corporation for the Plummer Pool Bath House Renovations Project for additional work items required; increasing the contract amount by \$15,382.14; and declaring an emergency."; Ms. Stough moved, Mr. Haynam seconded for passage of Ordinance No. 135-2024 as an emergency measure; roll call vote being: Westphal, Haynam, Frye, Stough, McCann, Hansen, Richardson; (7) yeas; (0) nays. The motion carried.

Ordinance No.
135-2024, "...
Plummer
Pool...Change
Order No. 1...
Van Tassel..."

Minutes of the Meeting of Council
December 16, 2024

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

Service Director's letter recommending approval of the Change Order No. 1 (Final) was placed on file. Mr. McCann presented and read aloud by title only, proposed Ordinance No. 136-2024, a written copy of same having been previously furnished to each member of Council "Authorizing the Mayor and Director of Finance to approve Change Order No. 1 (Final) to this City's Agreement with Inliner Solutions, LLC for the Large Diameter Sanitary Sewer Lining (Phase 3) and S. Main Street Sanitary Sewer Rehabilitation Projects to reflect the final installed quantities on the project; increasing the contract amount by \$31,393.59; and declaring an emergency."; Mr. McCann moved, Mrs. Westphal seconded for passage of Ordinance No. 136-2024 as an emergency measure; roll call vote being: Frye, Haynam, Stough, McCann, Hansen, Westphal, Richardson; (7) yeas; (0) nays. The motion carried.

Ordinance No. 136-2024, "... Change Order No. 1(Final)... Inline Solutions ...Large Diameter Sewer ...Main Street Rehab..."

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

Service Director's letter recommending professional engineering proposal was placed on file. Mr. McCann presented and read aloud by title only, proposed Ordinance No. 137-2024, a written copy of same having been previously furnished to each member of Council "Accepting the proposal of Fishbeck to provide professional engineering services for the Sylvania Avenue Pump Station Replacement Project; appropriating funds therefore in the amount of \$194,900; and declaring an emergency."; Mr. McCann moved, Ms. Stough seconded for passage of Ordinance No. 137-2024 as an emergency measure; roll call vote being: Westphal, Haynam, Frye, Stough, McCann, Hansen, Richardson; (7) yeas; (0) nays. The motion carried.

Ordinance No. 137-2024, "... Fishbeck... Sylvania Avenue Pump Station..."

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

Mr. Frye presented and read aloud by title only, proposed Ordinance No. 138-2024, a written copy of same having been previously furnished to each member of Council "Authorizing the contribution of \$10,000 to Stranahan Parent Teacher Association toward the cost of building an inclusive and accessible community playground at Stranahan Elementary School; appropriating funds therefore; and declaring an emergency."; Mr. Frye moved, Mr. Haynam seconded for passage of Ordinance No. 138-2024 as an emergency measure; roll call vote being: Haynam, Stough, McCann, Hansen, Frye, Westphal, Richardson; (7) yeas; (0) nays. The motion carried.

Ordinance No. 138-2024, "...Contribution to Stranahan Parent Teacher Association... inclusive playground..."

Minutes of the Meeting of Council
December 16, 2024

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

Mr. Richardson moved, Mr. Hansen seconded to approve the Service Director's request to advertise for bids on the Silica Drive/Summit Street/Erie Street Resurfacing Project; roll call vote being: Frye, Westphal, Hansen, Haynam, Stough, McCann, Richardson; (7) yeas; (0) nays. The motion carried.

Advertise for
Bids on Silica/
Summit/Erie
Resurfacing
Project.

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

Mr. Frye presented and read aloud by title only, proposed Ordinance No. 139-2024, "To make certain adjustments to account allocations within the fund appropriations for the Fiscal Year ending December 31, 2024; and declaring an emergency; Mr. Frye moved, Ms. Stough seconded for passage of Ordinance No. 139-2024 as an emergency measure; roll call vote being: Westphal, Hansen, Frye, Haynam, Stough, McCann, Richardson; (7) yeas; (0) nays. The motion carried.

Ordinance No.
139-2024, "...
Account
Allocations..."

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

Mr. Frye pushes
back from the
table.

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

Ms. Stough presented and read aloud by title only, proposed Ordinance No. 21-2024, a written copy of same having been previously furnished to each member of Council "Authorizing the Mayor and Director of Finance to enter into an agreement, on behalf of the City of Sylvania, Ohio, with the Board of Lucas County Commissioners, for the provision of Public Defender Services to the Sylvania Municipal Court for the year 2024; and declaring an emergency."; Ms. Stough moved, Mr. McCann seconded for passage of Ordinance No. 21-2024 as an emergency measure; roll call vote being: Haynam, Stough, Westphal, McCann, Hansen, Richardson; (6) yeas; (0) nays. The motion carried.

Ordinance No.
21-2024, "...
Agreement...
Public Defender
Services..."

Mr. Frye returns to the table.

Minutes of the Meeting of Council
December 16, 2024

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

Mrs. Westphal presented and read aloud by title only, proposed Resolution No. 16-2024, a written copy of same having been previously furnished to each member of Council “Re-Appointing Shawn Murphy to the Board of Trustees of Sylvania Area Joint Recreation District (“SAJRD”) for a term expiring December 31, 2027; and declaring an emergency.”; Mrs. Westphal moved, Mr. Hansen seconded for passage of Resolution No. 16-2024 as an emergency measure; roll call vote being: Frye, Haynam, McCann, Stough, Westphal, Richardson, Hansen; (7) yeas; (0) nays. The motion carried.

Resolution No. 16-2024, “... Shawn Murphy ...SAJRD Re-Appointment...”

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

Mrs. Westphal presented and read aloud by title only, proposed Resolution No. 17-2024, a written copy of same having been previously furnished to each member of Council “Re-Appointing Thomas Reynolds to the Zoning Board of Appeals for a term expiring December 31, 2027; and declaring an emergency.”; Mrs. Westphal moved, Mr. Hansen seconded for passage of Resolution No. 17-2024 as an emergency measure; roll call vote being: Frye, McCann, Stough, Westphal, Richardson, Haynam, Hansen; (7) yeas; (0) nays. The motion carried.

Resolution No. 17-2024, “... Tom Reynolds ...BZA Re-Appointment...”

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

Council is in receipt of the Plan Commission’s recommendation of denial of ZA-3-2024 from Chuck Schmalzried, Michelle Construction for 4713 N. King Road to change the current zoning of R-1 to R-2 with a PD Overlay. Mr. Haynam moved, Mr. Frye seconded to set the Public Hearing for ZA-3-2024 on Monday, February 3, 2025 at 6:30pm in City Council Chambers, 6635 Maplewood Avenue, Sylvania, Ohio 43560; roll call vote being: Westphal, Hansen, Frye, Stough, Richardson, Haynam, McCann; (7) yeas; (0) nays. The motion carried.

Set Public Hearing for 2/3/25 at 6:30pm.

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

Mrs. Westphal gave a brief update on the Employee & Community Relations Committee meeting held this date. The meeting was called to conduct an interview for the open seat on the Board of Zoning Appeals, but the candidate withdrew their application prior to the meeting. The committee agreed to hold another meeting to consider additional candidates. Mrs. Westphal moved, Mr. Hansen seconded to set an Employee & Community Relations Committee meeting for Monday, January 6, 2025 at 6:45pm in the Police Division Conference Room: roll call vote being: Frye, McCann,

Employee & CR Mtg. update. Set another E&CR meeting for 1/6/25 at 6:45pm.

Minutes of the Meeting of Council
December 16, 2024

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

Mayor Stough stated all agenda items have been addressed.

Mr. Frye moved, Mr. McCann seconded to adjourn at 8:18 p.m. Roll call vote being: Frye, Westphal, Hansen, McCann, Richardson, Stough, Haynam; (7) yeas; (0) nays.

Adjournment.

Clerk of Council

Mayor

7

PETITION FOR ZONING ORDINANCE AMENDMENT

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

Application No. ZA 2-2024
Date 9/12/24

Petitioner Name(s): MIKE HAJNACKI
Petitioner Address: 3415 SILICA RD. SYLV OHIO 43560

Email: MIKHOT@GMAIL.COM Telephone: 419-467-3421

Location of property for which zoning amendment is requested:
CENTENNIAL CROSSINGS PLAT ONE LOT BB & LOT GG
8233 SUNSET LANE & 5750 BREEZY PORCH DR.

Purpose of amendment request: TO BUILD TOWN HOME
CHANGE A PORTION OF THE PD FROM COMMERCIAL TO RESIDENTIAL

Current Zoning: 31-B2-PD Requested Zoning: 31-B2-PD
AMENDMENT.

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

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

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

By: [Signature]

Date referred by Council: OCT. 21, 2024
Date of Commission Action: NOV. 13, 2024
Date of Council Action: _____
Action: _____

For Office Use Only

Date: 9/12/2024 Check #: 3674 Cash: _____ Fee: \$ 300.00
[Signature]

Village

OF

Centennial Crossings

A PLANNED ADULT COMMUNITY



FEET IN FEET

27 B/B

Target Property-ZA-2-2024

8233 SUNSET LN, SYLVANIA OH 43560



5750 BREEZY PORCH DR, SYLVANIA OH 43560



4713 N KING RD, SYLVANIA OH 43560

Adjacent Property

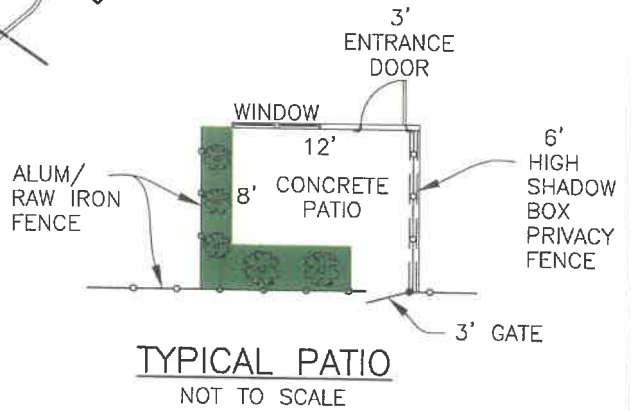
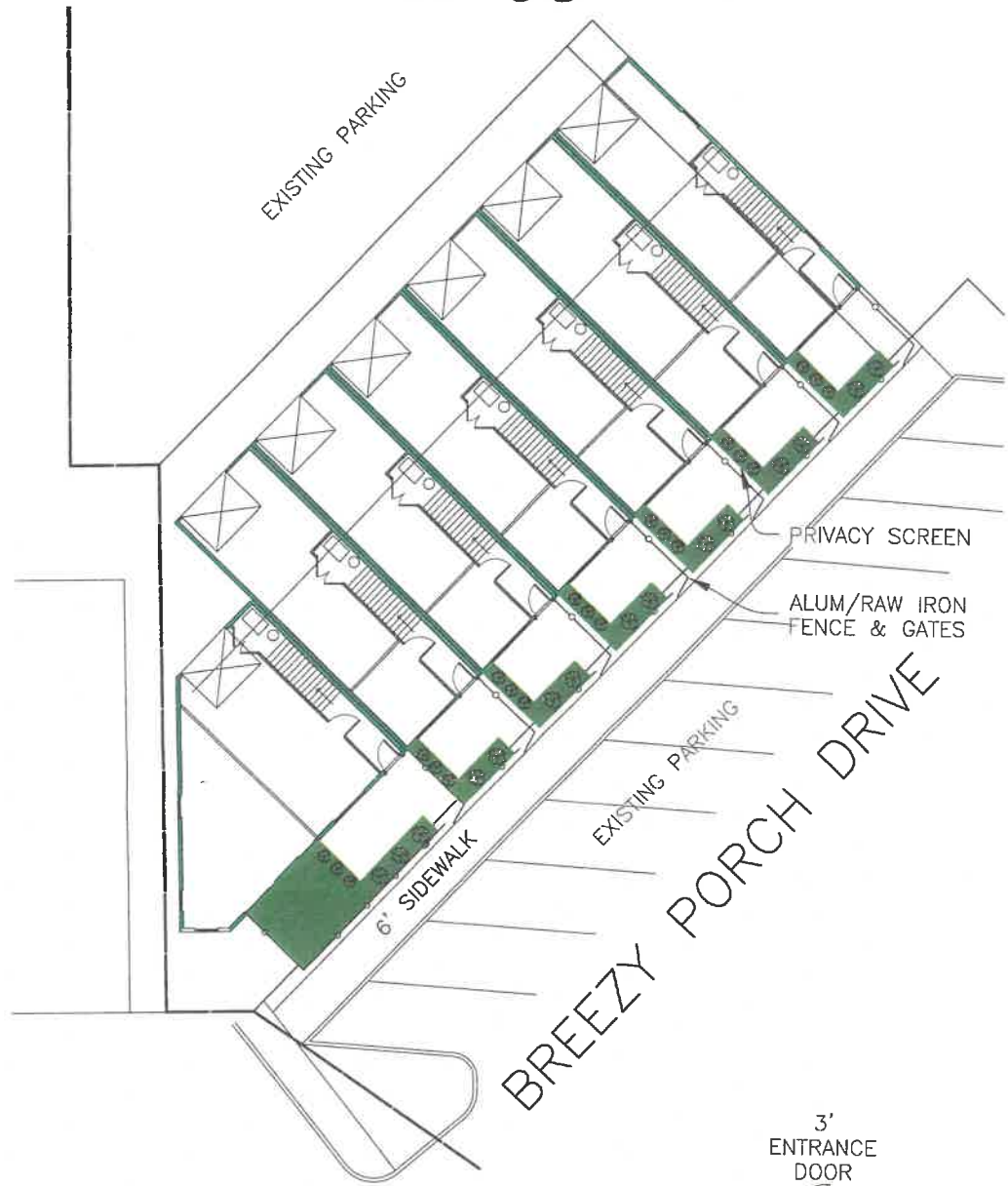
8225 SUNSET LN, SYLVANIA OH 43560
8251 MAYBERRY SQ, SYLVANIA OH 43560
5644 MAYBERRY SQ, SYLVANIA OH 43560
8226 SUNSET LN, SYLVANIA OH 43560

All owned by Louisville Title

8250 MAYBERRY SQ, SYLVANIA OH 43560
8260 MAYBERRY SQ, SYLVANIA OH 43560
5742 BREEZY PORCH DR, SYLVANIA OH 43560
5644 MAYBERRY SQ, SYLVANIA OH 43560
8226 SUNSET LN, SYLVANIA OH 43560

All owned by Louisville Title

LANDSCAPE AREA LOT GG



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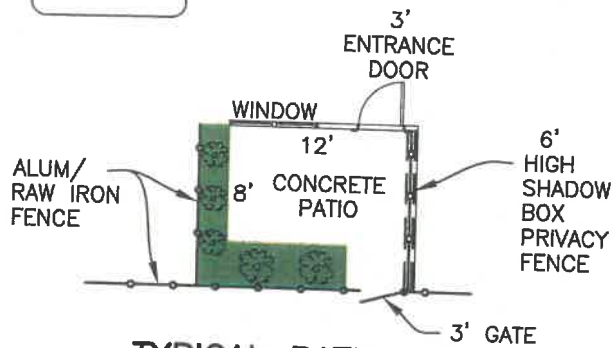
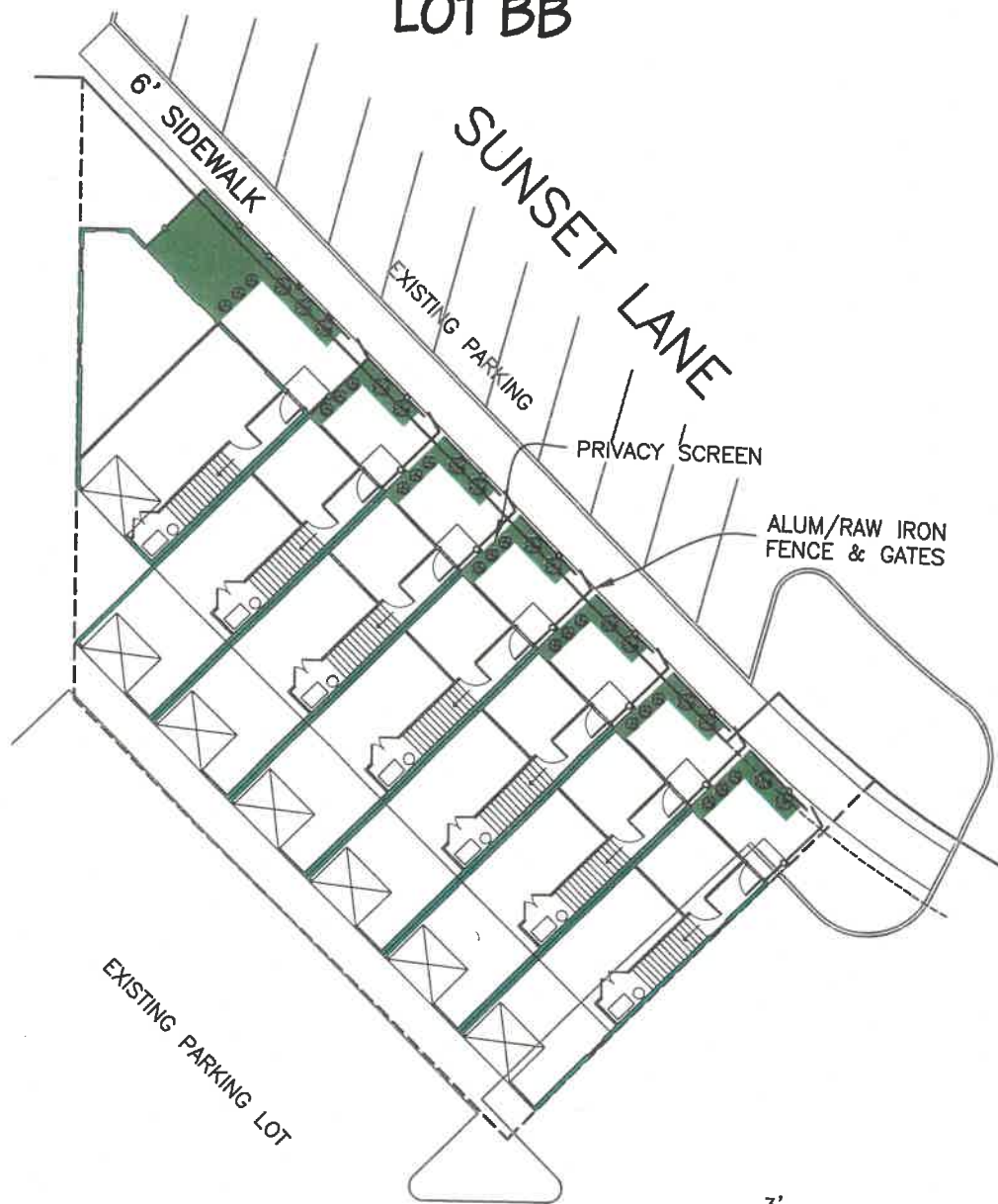
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DATE:	9-30-2021
DRAWN BY:	RSP
PROJECT NO.:	NONE
DRAWING:	10-09501FP00A1



FellerFinch
& ASSOCIATES, INC.
Engineers • Surveyors

1683 Woodlands Drive,
Maumee, Ohio 43537
Phone: (419) 893-3680
Fax: (419) 893-2982
www.fellerfinch.com

LANDSCAPE AREA LOT BB



TYPICAL PATIO
NOT TO SCALE

P:\Projects\10-09501\FP00A1L.dwg 10/12/2021 2:22:38 PM rpwlicki

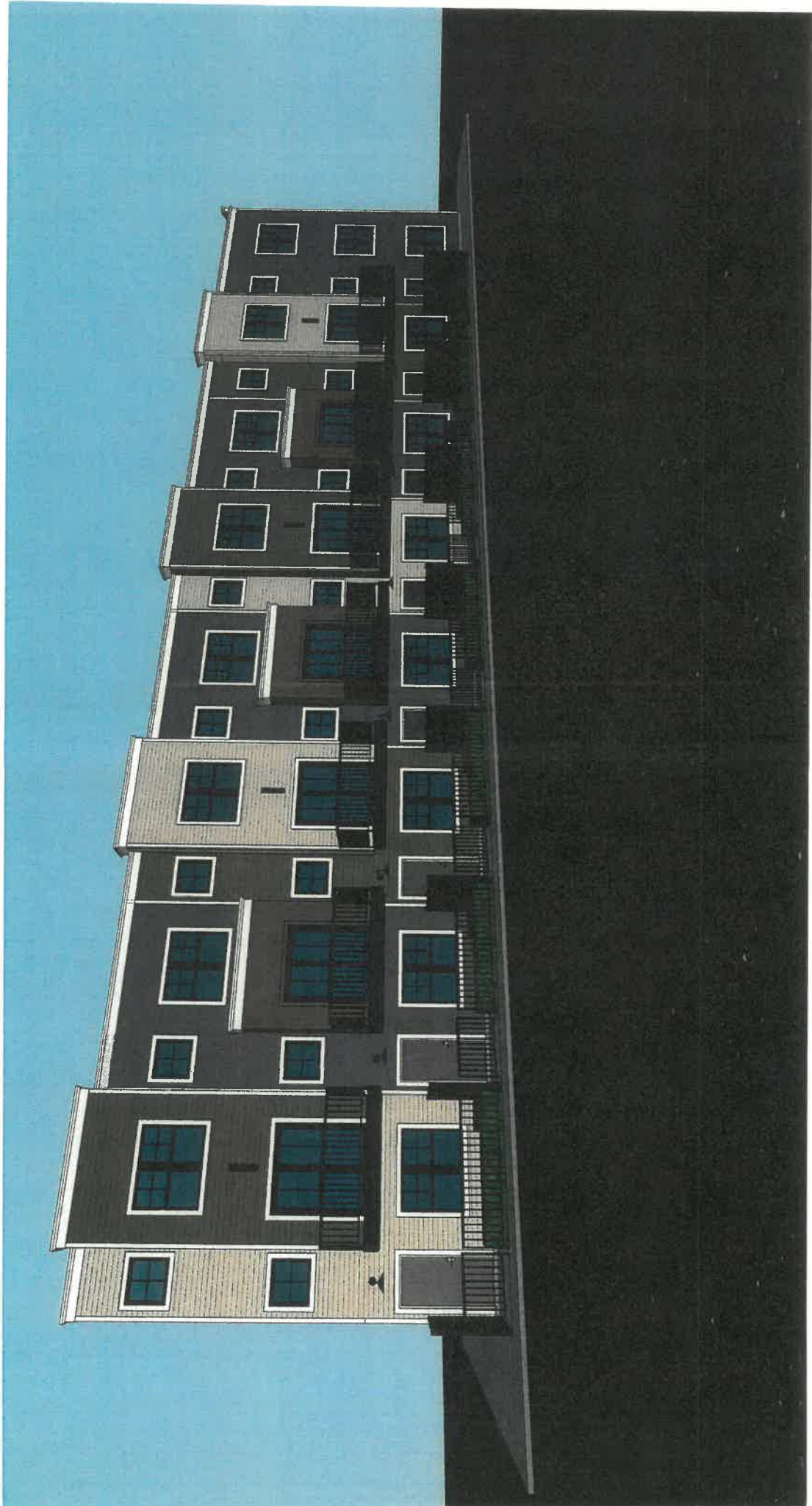
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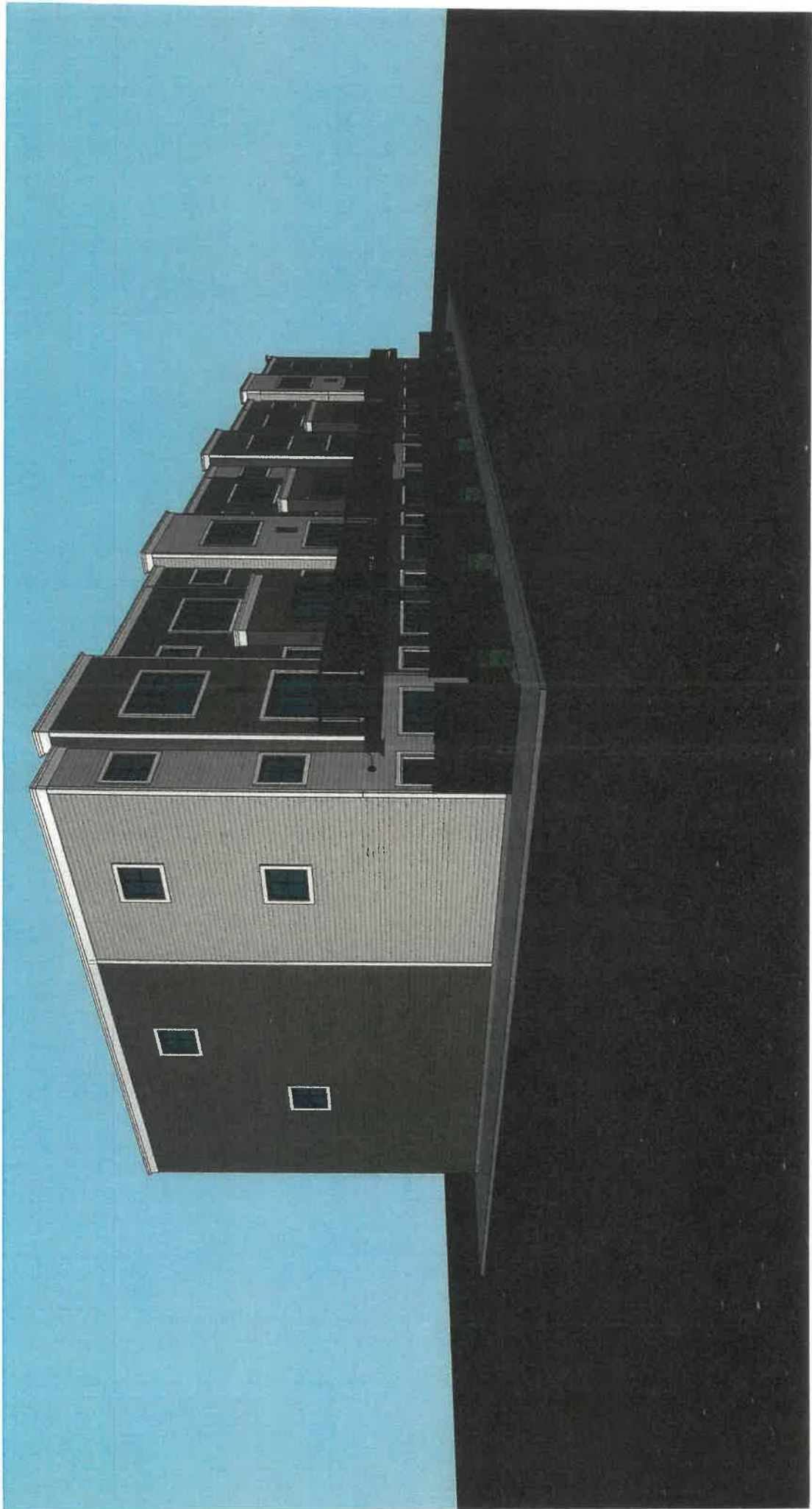
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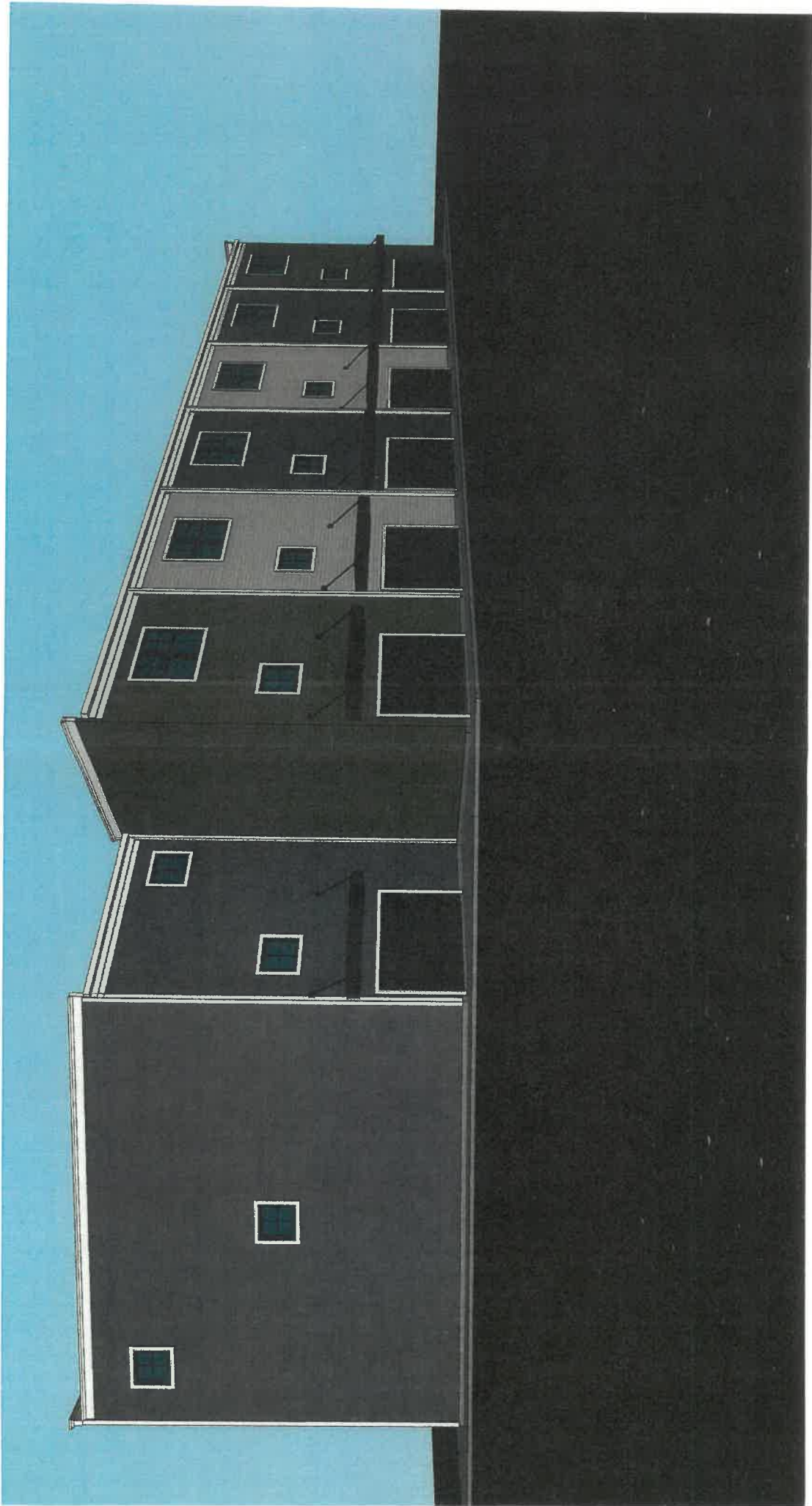


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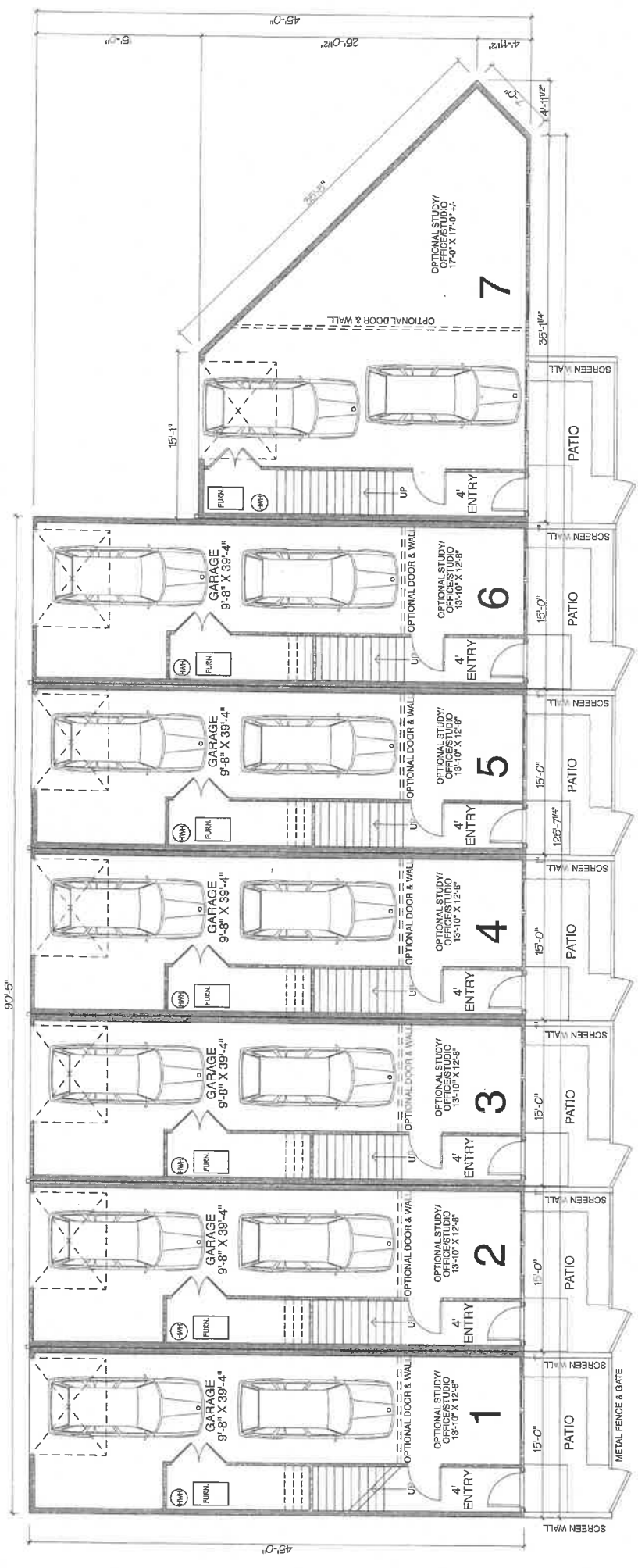


100

101

102

103



SQUARE FOOTAGE UNIT 7
 28 S.F. - FIRST FLOOR LIVING
 804 S.F. - SECOND FLOOR LIVING
 804 S.F. - LOWER LEVEL LIVING
 1886 S.F. - TOTAL LIVING
 845 S.F. - GARAGE

SQUARE FOOTAGE UNIT 6
 28 S.F. - FIRST FLOOR LIVING
 804 S.F. - SECOND FLOOR LIVING
 804 S.F. - LOWER LEVEL LIVING
 1886 S.F. - TOTAL LIVING
 845 S.F. - GARAGE

SQUARE FOOTAGE UNIT 5
 28 S.F. - FIRST FLOOR LIVING
 804 S.F. - SECOND FLOOR LIVING
 804 S.F. - LOWER LEVEL LIVING
 1886 S.F. - TOTAL LIVING
 845 S.F. - GARAGE

SQUARE FOOTAGE UNIT 4
 28 S.F. - FIRST FLOOR LIVING
 804 S.F. - SECOND FLOOR LIVING
 804 S.F. - LOWER LEVEL LIVING
 1886 S.F. - TOTAL LIVING
 845 S.F. - GARAGE

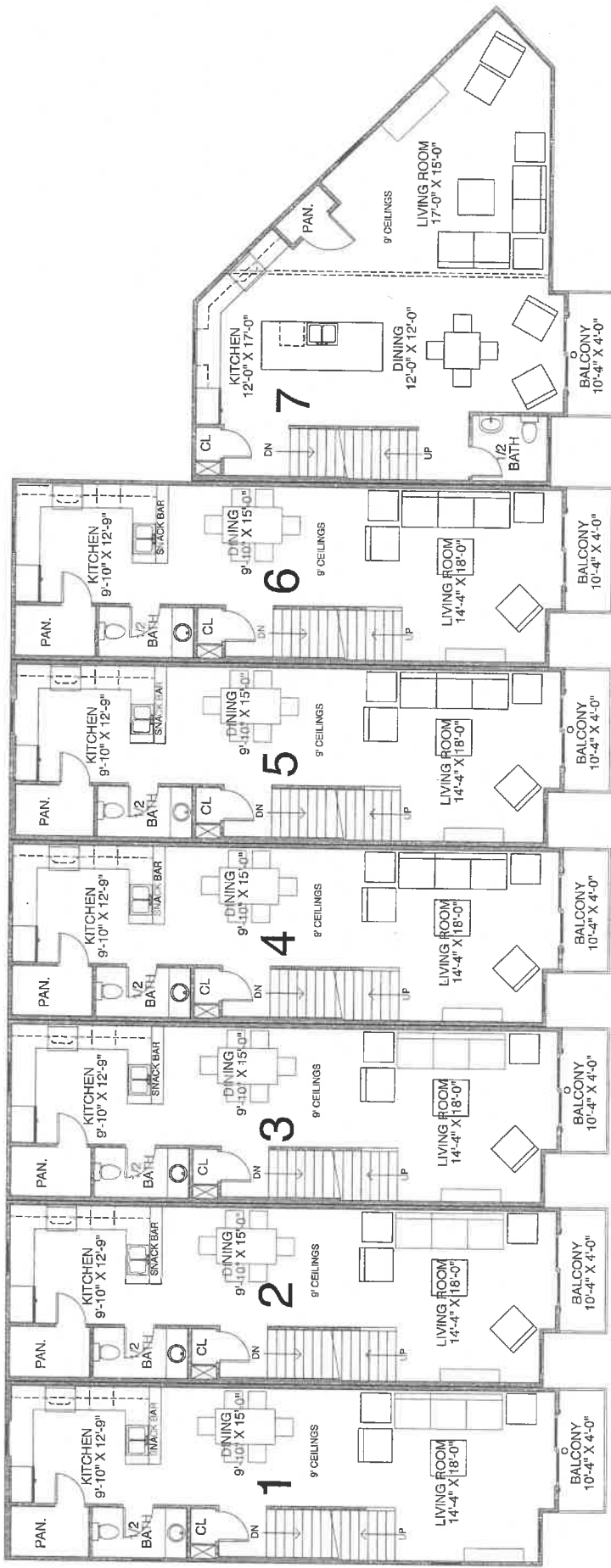
SQUARE FOOTAGE UNIT 3
 28 S.F. - FIRST FLOOR LIVING
 804 S.F. - SECOND FLOOR LIVING
 804 S.F. - LOWER LEVEL LIVING
 1886 S.F. - TOTAL LIVING
 845 S.F. - GARAGE

SQUARE FOOTAGE UNIT 2
 28 S.F. - FIRST FLOOR LIVING
 804 S.F. - SECOND FLOOR LIVING
 804 S.F. - LOWER LEVEL LIVING
 1886 S.F. - TOTAL LIVING
 845 S.F. - GARAGE

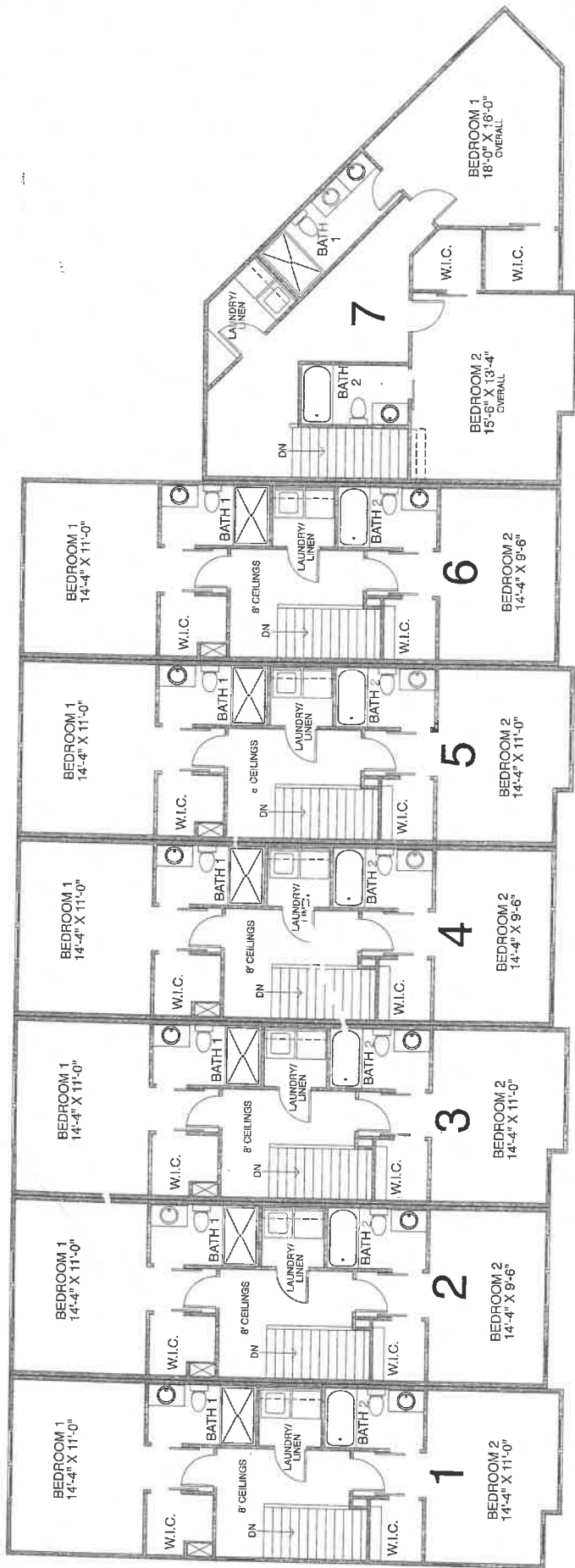
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 804 S.F. - SECOND FLOOR LIVING
 804 S.F. - LOWER LEVEL LIVING
 1886 S.F. - TOTAL LIVING
 845 S.F. - GARAGE

FIRST FLOOR PLAN
 SCALE: 1/4" = 1'-0"

SQUARE FOOTAGE UNITS 1-6
 28 S.F. - FIRST FLOOR LIVING
 804 S.F. - SECOND FLOOR LIVING
 804 S.F. - LOWER LEVEL LIVING
 1886 S.F. - TOTAL LIVING
 845 S.F. - GARAGE



SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"



THIRD FLOOR PLAN
SCALE: 1/4" = 1'-0"



ORDINANCE NO. 1-2025

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO A 3-YEAR COLLECTIVE BARGAINING AGREEMENT COMMENCING JANUARY 1, 2025, ON BEHALF OF THE CITY OF SYLVANIA MUNICIPAL EMPLOYEES ASSOCIATION (SMEA), AFFILIATED WITH DISTRICT 8, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO; AND DECLARING AN EMERGENCY.

WHEREAS, the General Assembly of the State of Ohio, enacted new Sections 4117.01 to 4117.05, and enacted Sections 4117.06 to 4117.23 of the Revised Code of Ohio, thereby establishing Collective Bargaining procedures for Public Employers and Public Employees, effective October 6, 1983; and,

WHEREAS, the State Employment Relations Board (SERB) in June, 1984, certified the Sylvania Municipal Employees Association (SMEA), as the exclusive representative of all full-time laborers, public works servicemen, water maintenance workers, sewer maintenance workers, street maintenance workers, and construction inspectors in the City's Division of Streets, Vehicle Maintenance, Utilities, and Parks and Forestry, pursuant to Case No. 84-VR-05-1085; and,

WHEREAS, on September 4, 1986, the City of Sylvania Received Notice from SMEA that it had affiliated with District 2A, Transportation, Technical, Warehouse, Industrial and Service Employees Union, AFL-CIO, and would thereafter be known as Sylvania Municipal Employees Association, affiliated with District 2A, Transportation, Technical, Warehouse, Industrial and Service Employees Union, AFL-CIO; and,

WHEREAS, District 2A, Technical, Warehouse, Industrial and Service Employees Union, AFL-CIO decided to end its relationship with Sylvania Municipal Employees Association, AFL-CIO and voted to be with District 8, American Federation of State, County and

Municipal Employees, AFL-CIO; and,

WHEREAS, the thirteenth 3-year Collective Bargaining Agreement with the Sylvania Municipal Employees Association expired on December 31, 2024; and,

WHEREAS, pursuant to said agreement, a timely notice to negotiate was received by the City from said Sylvania Municipal Employees Association, so affiliated; and,

WHEREAS, the City, through its Director of Public Service, Director of Finance, Director of Law, and said Union, through its Negotiating Committee, having negotiated a Collective Bargaining Agreement, a copy of which is now on file with the Clerk of this Council; and,

WHEREAS, as reported by the Director of Public Service negotiations with the Sylvania Municipal Employees Association have resulted in a proposed settlement allowing a wage increase of 4%, 4% and 4% for the years 2025, 2026 and 2027 together with other terms all as set forth in a Collective Bargaining Agreement; and,

WHEREAS, in addition to the proposed wage increases as set forth above, the proposed settlement increases the ability to use or accumulate compensation time from 60 to 80 hours per calendar year and provides for increases to the vision reimbursement from \$150 to \$200 per calendar year and for work boot reimbursement up to \$200 per calendar year; and,

WHEREAS, the Mayor and Director of Finance should be authorized to enter into the Collective Bargaining Agreement on behalf of this City which was voted on and approved by the Sylvania Municipal Employees Association on December 12, 2024.

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, on behalf of this City, authorized and directed to enter into a Collective Bargaining Agreement, subject to the members of the Sylvania Municipal Employees Association approving the proposed settlement for the years 2025, 2026 and 2027 which provides as follows:

1. Wage increases of 4.0% for 2025; 4.0% for 2026 and 4.0% for 2027;
2. Increases the members' ability to accumulate or use compensation time from 60 hours per calendar year to 80 hours per calendar year;
3. \$200 reimbursement per calendar year for frames, lenses, contact lenses, or any combination thereof;
4. \$200 work boot reimbursement per calendar year.

with the Sylvania Municipal Employees Association, affiliated with District 8, American Federation of State, County and Municipal Employees, AFL-CIO. Except as outlined above, all other provisions of the Collective Bargaining Agreement effective from January 1, 2022 through December 31, 2024 and approved by Sylvania City Council by Ordinance No. 5-2022 on January 3, 2022 will remain unchanged in the proposed Collective Bargaining Agreement effective January 1, 2025 through December 31, 2027. The Mayor and Director of Finance be, and they hereby are authorized to make any minor or incidental changes in the language of said proposed Collective Bargaining Agreement if the Director of Personnel approves said Collective Bargaining Agreement as modified as to content and are approved as to form by the Director of Law.

SECTION 2. That said Collective Bargaining Agreement authorized by Section 1. hereof shall be effective on and after January 1, 2025 in accordance with Article XXXV thereof.

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 authorization for signing the Collective Bargaining Agreement should be given forthwith to permit implementation of wage adjustments at the earliest possible time after the approval by the Sylvania Municipal Employees Association. 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, _____, 2025, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

ORDINANCE NO. 2-2025

MAKING CERTAIN POSITION AND COMPENSATION PAY PLAN CHANGES, MAKING CERTAIN SALARY, WAGE AND OTHER SERVICE COMPENSATION ADJUSTMENTS TO THE CODIFIED ORDINANCES OF SYLVANIA, 1979, AS AMENDED, AND OTHER ORDINANCES; BY GRANTING PAY INCREASES TO THE APPOINTED OFFICIALS WHOSE TITLES ARE LISTED IN SECTION 139.03(e)(3), BY GRANTING A FOUR PERCENT (4%) PAY INCREASE TO ALL NON-UNION CITY EMPLOYEES AND COURT EMPLOYEES WHOSE POSITIONS ARE INCLUDED IN THE LIST OF OCCUPATIONAL TITLES OF SECTION 139.02(a) OF THE CODIFIED ORDINANCES OF SYLVANIA WHICH INCREASE IS REFLECTED IN THE ANNUAL WAGE RATE SCHEDULE 4 OF SECTION 139.10(D) OF THE SYLVANIA CODIFIED ORDINANCES; BY GRANTING PAY INCREASES FOR SOME OF THE EMPLOYEES IN THE LABOR AND TRADES SUPERVISION GROUP; AND DECLARING AN EMERGENCY.

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

SECTION 1. That Section 139.03(e) (3) of the Codified Ordinances of Sylvania, 1979, as amended, be and it is, hereby further amended to read as set forth on the attached "Exhibit A" effective on and after January 1, 2025.

SECTION 2. That Section 139.03(e) (4) of the Codified Ordinances of Sylvania, 1979, as amended, be and it is, hereby further amended to read as set forth on the attached "Exhibit B" effective on and after January 1, 2025.

SECTION 3. That Section 139.10(D) of the Codified Ordinances of Sylvania, 1979, as amended, be and it is, hereby further amended to read as set forth on the attached "Exhibit C" effective on and after January 1, 2025.

SECTION 4. That Section 139.02(a) of the Codified Ordinances of Sylvania, 1979, as amended, be and it is, hereby further amended to read as set forth on the attached "Exhibit D" effective on and after January 1, 2025.

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

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

SECTION 7. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the pay increases 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, _____, 2025, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

139.03(e) (3) COMPENSATION FOR ELECTIVE AND APPOINTED OFFICIALS

The following elective and appointed officials which are not otherwise provided for in this chapter shall be compensated as follows:

<u>TITLE</u>	<u>RATE</u>
Director of Finance*	\$130,000 annually commencing January 1, 2025 and thereafter.
Deputy Director of Public Service	\$120,300 annually commencing January 1, 2025 and thereafter.
Director of Law*	\$130,000 annually commencing January 1, 2025 and thereafter.
Director of Public Safety	\$15,000 annually commencing January 1, 2025 and thereafter.
Treasurer	\$5,000 annually commencing January 1, 2025 and thereafter.
Civil Service Secretary	\$2,672 annually commencing January 1, 2025 and thereafter.
Chief of Police	\$130,000 annually commencing January 1, 2025 and thereafter.
Police Captain (2)	\$117,000 annually commencing January 1, 2025 and thereafter.
Director of Public Service	\$130,000 annually commencing January 1, 2025 and thereafter.
Clerk of Courts	\$62,400 annually commencing January 1, 2025 and thereafter.
Magistrate/Court Administrator	\$138,000 annually commencing January 1, 2025 and thereafter.
Senior Probation Officer	\$69,449 annually commencing January 1, 2025 and thereafter.
Director of Security (Court)	\$69,460 annually commencing January 1, 2025 and thereafter.
Commissioner – Taxation*	\$104,000 annually commencing January 1, 2025 and thereafter.
Human Resources Manager	\$99,744 annually commencing January 1, 2025 and thereafter.
Chief Prosecutor	\$117,000 annually commencing January 1, 2025 and thereafter.
Assistant Prosecutor	\$90,000 annually commencing January 1, 2025 and thereafter.
Assistant Prosecutors (Part-time)	\$52.08/hour commencing January 1, 2025 and thereafter.
Information Technology Manager	\$110,665 annually commencing January 1, 2025 and thereafter.
Information Technology Specialist	\$78,898 annually commencing January 1, 2025 and thereafter.
IT Support Specialist	\$48,621 annually commencing January 1, 2025 and thereafter.
GIS Coordinator	\$78,116 annually commencing January 1, 2025 and hereafter.
Economic Development/ Administrative Services Coord. *	\$130,000 annually commencing Jan. 1, 2025 and thereafter.

*Those persons in this subsection (e)(3) occupying the positions indicated above by an asterisk after such position shall each have the sum of one thousand dollars (\$1,000) paid and deposited by the City to their respective credit in one of the City's approved deferred compensation plans, annually commencing with the year 1991.

(Ord. _____-2025. Passed _____-2025.)

“Exhibit A”

139.03(e) (4) COMPENSATION FOR THE LABOR AND TRADES SUPERVISION GROUP

The following members of the Labor and Trades Supervision Group which are not otherwise provided for in this chapter shall be compensated as follows:

<u>TITLE</u>	<u>RATE</u>
Vehicle Maintenance Manager	\$89,010 annually commencing January 1, 2025 and thereafter.
Zoning Administrator	\$96,000 annually commencing January 1, 2025 and thereafter.
Water Foreman	\$110,665 annually commencing January 1, 2025 and thereafter.
Sewage Foreman	\$110,665 annually commencing January 1, 2025 and thereafter.
Street and Highway Foreman	\$110,665 annually commencing January 1, 2025 and thereafter.
Parks and Forestry Foreman	\$110,665 annually commencing January 1, 2025 and thereafter.
Sewage Maintenance Crew Leader	\$89,010 annually commencing January 1, 2025 and thereafter.
Street Maintenance Crew Leader	\$89,010 annually commencing January 1, 2025 and thereafter.
Water Maintenance Crew Leader	\$89,010 annually commencing January 1, 2025 and thereafter.
Parks and Forestry Crew Leader	\$89,010 annually commencing January 1, 2025 and thereafter.

(Ord. ____-2025. Passed ____-2025.)

Hourly Wage Rate schedule Effective **January 1, 2025** - 4.0%

<u>Grade</u>	<u>Start</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 5</u>
7	19.70	20.69	21.73	22.83	23.51
8	20.54	21.60	22.67	23.84	24.53
9	21.43	22.59	23.73	24.92	25.65
10	22.31	23.47	24.77	25.93	26.80
11	23.22	24.48	25.72	27.00	27.83
12	24.37	25.57	26.81	28.14	29.00
13	25.41	26.70	28.09	29.48	30.39
14	26.51	27.90	29.30	30.73	31.64
15	27.79	29.19	30.63	32.19	33.13
16	28.93	30.40	31.93	33.53	34.54
17	30.35	31.84	33.40	35.11	36.17
18	31.75	33.29	34.98	36.75	37.86
19	33.11	34.75	36.49	38.37	39.51
20	34.72	36.37	38.08	40.04	41.23
21	36.06	37.79	39.51	41.62	42.93
22	37.59	39.43	41.44	43.52	44.82
23	39.33	41.32	43.26	45.43	46.78
24	41.09	43.12	45.32	47.58	49.02
25	43.06	45.29	47.49	49.94	51.44
26	45.05	47.31	49.68	52.17	53.73
27	47.25	49.39	51.94	54.52	56.13
28	49.39	51.85	54.52	57.25	58.97
29	51.52	54.05	56.76	59.58	61.10
30	53.98	56.67	59.48	62.46	64.34

139.02 CONTENT AND COVERAGE OF THE COMPENSATION PLAN.

b) There are hereby created the following special temporary, part-time or seasonal positions:

<u>Title</u>	<u>Rate (Hourly)</u>
Filing Clerk I	\$11.71
Filing Clerk II	11.85
Filing Clerk III	12.48
Engineering Intern I	18.72
Custodian	16.50

(Ord. ____-2025. Passed _____-2025.)



ORDINANCE NO. 3-2025

AUTHORIZING AN AGREEMENT BETWEEN DONALD J. SCHONHARDT & ASSOCIATES, INC. AND THE CITY OF SYLVANIA WHEREBY SAID FIRM WILL ASSIST THE CITY IN PREPARATION OF ITS 2024, 2025 AND 2026 BASIC FINANCIAL STATEMENTS (BFSs) IN COMPLIANCE WITH GENERALLY ACCEPTED ACCOUNTING PRINCIPLES (GAAP) AT COSTS NOT TO EXCEED \$15,000 FOR 2024, \$15,000 FOR 2025, AND \$15,000 FOR 2026 PLUS MILEAGE FOR EACH YEAR; AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO SIGN THE AGREEMENT ON BEHALF OF THE CITY; AND DECLARING AN EMERGENCY.

WHEREAS, Ordinance No. 80-2021, passed December 20, 2021, authorized an agreement between Donald J. Schonhardt & Associates, Inc. and the City of Sylvania to assist the City in the preparation of its 2021, 2022 and 2023 Basic Financial Statements (BFSs) in compliance with Generally Accepted Accounting Principles (GAAP) at costs not to exceed \$15,000 for 2021, \$15,000 for 2022 and \$15,000 for 2023, plus mileage for each year; and,

WHEREAS, the Director of Finance has recommended the acceptance of the agreement and proposal of Donald J. Schonhardt & Associates, Inc. to assist the City in preparation of its 2024, 2025 and 2026 Basic Financial Statements (BFSs) in compliance with Generally Accepted Accounting Principles (GAAP) and has recommended the same to the Mayor and Members of Council; and,

WHEREAS, the contract and proposal of Donald J. Schonhardt & Associates, Inc. which sets forth the additional procedures and work necessary to the preparation of Basic Financial Statements and outlines the goals sought to be achieved by such reports 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 proposal of Donald J. Schonhardt & Associates, Inc. signed by said consultant on December 5, 2024, for assisting this City in the preparation of its 2024, 2025 and 2026 Basic Financial Statements, incorporated in the contract for management consulting

services by Donald J. Schonhardt & Associates, Inc., which is now on file with the Clerk of this Council, be, and it hereby is, approved. The cost for the 2024 Basic Financial Statement is not to exceed Fifteen Thousand Dollars (\$15,000) exclusive of mileage allowance reimbursement. The cost for the 2025 Basic Financial Statement is not to exceed Fifteen Thousand Dollars (\$15,000) exclusive of mileage allowance reimbursement. The cost for the 2026 Basic Financial Statement is not to exceed Fifteen Thousand Dollars (\$15,000) exclusive of mileage allowance reimbursement. The Mayor and Director of Finance be, and they hereby are, authorized to enter into the agreement for management consulting services with Donald J. Schonhardt & Associates, Inc. in the form and substance of the agreement attached hereto.

SECTION 2. That the Director of Finance of this City be, and he hereby is, authorized to draw his warrant or warrants for the purposes of said agreement hereby authorized to the extent of the appropriation to the respective accounts to which appropriation has hereinabove been made upon proper voucher or vouchers therefore duly approved by the Mayor.

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 City needs immediate professional accounting services to assist in preparing its 2024, 2025 and 2026 Basic Financial Statements (BFSs) in compliance with Generally Accepted Accounting Principles (GAAP) and implementation of the preparation of the BFS should commence forthwith in order to meet the reporting deadlines. 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, _____, 2025, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

CONTRACT
for
MANAGEMENT CONSULTING SERVICES

This Contract is made and entered into this _____ day of _____, 20____, by and between Donald J. Schonhardt & Associates, Inc., 5307 Franklin Street, Hilliard, Ohio 43026-1409, hereinafter referred to as the "Consultant" and the City of Sylvania, Ohio, 6730 Monroe Street, Sylvania, Ohio 43560-1948 acting through the Director of Finance as authorized by Ordinance No. _____ passed by City Council on _____ 20____, hereinafter referred to as the "City".

Whereas, the Consultant provides assistance to local governments in the development of improved accounting and financial management information systems; and

Whereas, the City desires to retain the Consultant to provide assistance in the preparation of the 2024 GAAP basis annual financial report; and

Whereas, the City has reviewed the services to be provided by the Consultant and has authorized the services identified in the proposal to the City, dated December 5, 2024, which is attached hereto as Appendix I and is hereby made a part of this Contract, as if fully rewritten herein.

Now, Therefore, in consideration of the mutual covenants and obligations contained herein, the parties hereto agree as follows:

Scope of Services (Section I)

The Consultant shall provide accounting and financial management consulting services to the City in accordance with the Proposal to the City developed by the Consultant and dated December 5, 2024, a copy of which is attached hereto as Appendix I and incorporated by reference into this Contract as if fully rewritten herein.

The City acknowledges through acceptance of this section that the contract may cover a multi-year term as specified by the number of years designated below. Each annual financial report prepared under the terms of a multi-year contract will be prepared according to the scope of services outlined in this contract at the hourly rates and maximum contract amounts specified in Appendix I.

# of years	signature	Title
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Term of Agreement (Section II)

The term of this Contract shall begin upon the signing of the contract document by authorized agents of the parties to the Contract and shall remain in force until the work identified in Appendix I is completed by the Consultant or the Contract is canceled by either party according to the terms of Section IV of this Contract titled "Termination".

Compensation (Section III)

Fee: City agrees to pay to the Consultant an hourly rate (including travel time) plus mileage for management consulting services. The total amount billed for management consulting under the defined scope of services shall not to exceed the amounts specified in Appendix I for each report year as designated in Section I (excluding an allowance for mileage reimbursement).

Termination (Section IV)

The City may terminate this Contract at any time upon the following:

- Thirty (30) days written notice of termination presented at the principal place of business of the Consultant, located at 5307 Franklin Street, Hilliard, Ohio 43026-1409.
- Payment in full of all outstanding invoices for work rendered by Donald J. Schonhardt & Associates, Inc. prior to termination.

Consultant may terminate this Contract by reason of the breach of any term of this Contract or in the event that the City fails to pay all invoices according to the terms of the Contract, or the Consultant is or becomes insolvent or a party to any bankruptcy or receivership proceeding or any similar action affecting the affairs or property of the Consultant. Upon thirty (30) day written notice by the Consultant to the City, City shall pay all outstanding Donald J. Schonhardt & Associates, Inc. invoices.

Limitation of Liability - Breach of Contract (Section V)

The City agrees that regardless of the form of action, Donald J. Schonhardt & Associates, Inc. liability for damages shall not exceed the total amounts paid to Donald J. Schonhardt & Associates, Inc. under the terms of this Contract. This shall be the City's exclusive remedy. No action, regardless of form, arising out of a claim of breach of this Contract may be brought by either party more than one year after the date of the alleged breach.

General Provisions (Section VI)

This Contract shall be governed by the laws of the State of Ohio.

This Contract contains the complete and exclusive statement of the agreement between the parties and supersedes all prior discussions, proposals, oral or written, and all other communications between the parties relating to the subject matter of this Contract.

No amendment to this Contract shall be effective unless it is in writing and signed by duly authorized representatives of both parties.

All notices hereunder shall be in writing and shall be deemed to have been given when mailed by certified mail, return receipt requested to the address of the parties first written above or by delivering in person to either party.

General Provisions (Section VI) (Continued)

This Contract may be executed in one (1) or more copies, each of which shall be deemed an original.

Each party has the power and authority to enter into and perform this Contract and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract. Each party further acknowledges that it has read this Contract, understands it and agrees to be bound by it.

If any provision of this Contract is determined to be invalid or unenforceable, the remaining provisions of this Contract shall not be affected thereby and shall continue to be binding upon the parties and shall be enforceable as though the invalid or unenforceable provisions were not contained herein.

No term or provision shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claiming to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to or waiver of or excuse for any other different or subsequent breach.

In witness whereof, the parties hereto have executed this Contract on the date and place first indicated above.

City of Sylvania, Ohio
6730 Monroe Street
Sylvania, Ohio 43560-1948

Approved As to Form:
By: _____
Title: _____

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

P.O. # _____

Donald J. Schonhardt & Associates, Inc.
5307 Franklin Street
Hilliard, Ohio 43026-1409

By: Roy O. Porter
Roy O. Porter, CPA
Executive Vice President
Date: 12/5/24

Appendix I

***Proposal to the
City of Sylvania, Ohio***

***for
CONSULTING SERVICES
FOR
THE PREPARATION OF
ANNUAL FINANCIAL REPORT***

Prepared by
Donald J. Schonhardt & Associates, Inc.
5307 Franklin Street
Hilliard, Ohio 43026-1409
(614) 876-2020

December 5, 2024

EXECUTIVE SUMMARY

Overview

The City of Sylvania, Ohio (City) has completed the preparation of their 2023 Basic Financial Statements (BFS) with the assistance of our firm. Mr. Toby Schroyer, Director of Finance, is currently in the process of planning for the preparation of the City's 2024 BFS. He has requested that we prepare a proposal to provide technical accounting and management oversight assistance in the preparation of a 2024 BFS. As an integral part of the preparation process, we will utilize **ACFR-Unlimited™** software.

The preparation of a GAAP basis financial report involves extensive management planning and control to insure that all of the necessary tasks are accomplished in a timely and efficient manner. In addition to the routine responsibilities that often impact the availability of staff resources to assign to a major project, implementation of new Governmental Accounting Standards Board (GASB) pronouncements have made it increasingly more difficult to insure that all of the necessary reporting requirements have been met.

Since our primary service to the public sector is the preparation of GAAP basis financial reports, we have made a commitment to continuing education for all of our staff members. We participate in Government Finance Officers Association (GFOA) and Association of Government Accountants (AGA) sponsored seminars to ensure that our staff is knowledgeable about all current and proposed governmental financial reporting requirements. We will continue to work to ensure that our clients are made aware of these changes and how the changes will impact current and future financial reports. Finally, since we work with over eighty (80) different public sector entities to prepare GAAP basis financial reports, our staff is exposed to a variety of methods which may be used by City staff to improve the efficiency of the report preparation process. We have not wavered from our commitment to provide the highest quality public sector financial and accounting services at a reasonable cost.

We believe that Donald J. Schonhardt & Associates, Inc. (DJS&A), is in a unique position to meet the City's request for assistance because of our hands-on experience in public sector finance; our on-going assistance to other public sector entities that are required to prepare GAAP basis financial reports and our prior assistance to the City in the preparation of numerous Basic Financial Statements. The individuals who will assist the City have in excess of seventy (70) years of public sector finance and accounting experience and continue to work with over eighty (80) public sector entities (municipalities, counties, villages, townships, special districts and school districts) throughout the State of Ohio to prepare GAAP basis annual financial reports.

We recognize the significance of our continued association with the City of Sylvania and are prepared to commit the necessary resources to assure the highest level of service.

Timing

On or before May 30, 2025, the City will be required to do the following: 1) submit their 2024 Basic Financial Statements to the Auditor of State and 2) input selected data from the unaudited statements into the Auditor of State's Hinkle System. Both processes must be completed to meet statutory requirements.

This proposal includes DJS&A time to review proposed audit adjustments and make mutually agreed upon material audit adjustments (if any), but **does not** include time to cover continual meetings with the auditors throughout the audit process or time to make immaterial, nonsubstantive changes to the narrative or format of the report. We have also included additional time necessary to put the basic financial statements into a PDF file format so that our clients may comply with the State Auditor's electronic filing requirement.

Upon execution of a contract, DJS&A will provide a schedule to the City consisting of target dates and milestones for certain activities throughout the project. Adherence to dates published in the above referenced schedule is imperative to insure the timely completion of the Basic Financial Statements (BFS).

Engagement Approach

Donald J. Schonhardt & Associates, Inc., will be responsible for providing on-going management and technical accounting assistance on a regular basis throughout the report preparation process. Such assistance will include but is not limited to the following:

- Regular discussions with City staff to review completed documentation, discuss data collection and recording criteria and examine the status of the report preparation process.
- Answer questions as they arise and discuss the rationale for specific data collection activities and how they can be accomplished most efficiently.
- Review and comment on the information developed for the conversion and review the applicability of the data in the presentation of the GAAP basis financials.

The additional work required for development of an Annual Comprehensive Financial Report (ACFR) to submit to the GFOA for consideration in the Certificate of Achievement for Excellence in Financial Reporting is **not** included as part of this proposal.

Professional Fees

It is our policy to estimate fees at an amount which is highly competitive, but which will enable us to provide responsive service of the highest quality. We base our fees on the time spent by personnel assigned to an engagement at hourly rates which are commensurate with the training and experience of those assigned to the project. We know that our hourly rates are extremely competitive and substantially less than those charged by other accounting and consulting firms that may not possess the actual hands-on experience of our staff. Management oversight and technical assistance will be billed at an hourly rate of \$110.00 per hour (including expenses) for work performed **plus** travel time and mileage at the rate of \$0.65 per mile.

Professional Fees (Continued)

In order to contain costs and pass the savings on to our clients, we are prepared to offer the same level of services identified in this proposal for preparation of a 2025 and 2026 BFS at the same annual fee quoted for the 2024 BFS preparation. We will freeze this rate and annual contract amount with the signing of a multi-year contract not to exceed three (3) consecutive report years. This fixed rate is contingent upon the City's agreement that the scope of work will remain the same for this and the subsequent years and that no significant change in accounting policies and/or procedures is anticipated which will potentially alter the required level of service. We are confident that you will agree that such cost containment measures provide both current and long-term benefits to the City.

The multi-year contract option is included on the contract document and requires an appropriate approval signature on the line provided which will designate the term of the contract. We hope that you are able to take advantage of this opportunity so that we may continue to provide you with the highest quality of service at the best possible price.

Our fee to provide management and technical oversight in the report preparation, as outlined in the Summary of Work to be Performed (excluding an allowance for mileage reimbursement) will be:

<u>Report Year</u>	<u>Report Fee</u>
2024	\$15,000
2025	15,000
2026	15,000

The amount that will be billed to the City of Sylvania for the project is as noted in the table above (excluding an allowance for mileage reimbursement). The hourly rate quoted above will not increase during the term of the contract. The proposal is a maximum not to exceed bid for the scope of services defined by this proposal, the City will not pay more than the amount noted above provided the scope of services does not change.

Billing

Our practice is to bill in monthly installments covering the period worked on the engagement. Billings are due and payable upon receipt.

SUMMARY OF WORK TO BE PERFORMED

The objective of this engagement is to provide management, technical and accounting assistance, to the City in the preparation of their 2024 BFS. It is anticipated that the engagement will be completed by May 30, 2025. The engagement consists of the following:

Management overview, technical assistance, documentation, review and analysis of reversing and adjusting entries and preparation of one copy of the original BFS which is suitable for preparing additional copies as required by the City.

An outline is provided below which indicates the major components of the project. The outline is not intended as a comprehensive work plan, but rather an overview of the services to be provided.

Management overview, technical and accounting assistance and limited data collection activities.

- Assess current records related to the BFS and identify alternative approaches for record keeping and suggest formats for future data collection which will improve the efficiency of data collection.
- Organize and document in journal form all reversing entries.
- Post reversing entries to **ACFR-Unlimited™**.
- Identify major subsidiary detail required to assemble accrual oriented statements (i.e. payables, receivables, capital asset detail, vacation/sick leave balances, etc.)
- Identify source of information and appropriate collection criteria for detailed information identified in the above task.
- Modify software applications to incorporate new funds and/or fund reclassifications that have occurred during the last fiscal period.
- Assure that the City is in compliance with all new GASB pronouncements effective since the last reporting period.
- Provide for centralized collection, organization and summarization of detail required for accrual adjustments.
- Utilize existing software models to input the data collected for aggregation and presentation.
- Download ending cash balance, receipt and disbursement figures from ASCII II file or Microsoft Excel® file into **ACFR-Unlimited™**.

SUMMARY OF WORK TO BE PERFORMED
(Continued)

- Execute various tasks required for accumulation of detailed financial information to be used in the preparation of the BFS.
- Continuously monitor adherence to task assignments and adjust resources where necessary to satisfy deadlines.
- Obtain original and final budget amounts for major funds.
- Post adjusting accounting entries to **ACFR-Unlimited™** to develop the trial balance.
- Identify and eliminate appropriate interfund activity.
- Make final determination of major funds.
- Identify program revenues.
- Collect information to categorize net assets.
- Prepare reconciliation between government-wide financial statements and fund based financial statements.
- Prepare statement formats for all required financial information including all basic financial statements, including notes thereto, and required supplementary information.
- Prepare Statement of Cash Flows for all proprietary fund types.
- Assist in the preparation of Management's Discussion and Analysis (MD&A).
- Provide draft copy of BFS along with supporting workpapers to the City's auditors.
- Make mutually agreed upon changes/corrections to the financial section as a result of the audit.
- Provide the BFS to the City as a PDF file for submission to the Auditor of State to meet electronic filing report requirements.

11

ORDINANCE NO. 4-2025

**AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE
TO ENTER INTO AN AGREEMENT WITH THE OHIO ATTORNEY
GENERAL FOR THE COLLECTION OF UNPAID COURT COSTS; AND
DECLARING AN EMERGENCY.**

WHEREAS, the Magistrate and Judge of Sylvania Municipal Court have recommended that the City of Sylvania enter into an Agreement with the Ohio Attorney General for the collection of unpaid court costs; and,

WHEREAS, a copy of the proposed Agreement is attached hereto as "Exhibit A."

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

SECTION 1. That the Mayor and Director of Finance be, and they hereby are authorized to enter into an agreement with the Ohio Attorney General for the collection of unpaid court costs.

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 the collection of unpaid income tax obligations should be authorized to be pursued 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, _____, 2025, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date



DAVE YOST

OHIO ATTORNEY GENERAL

Collections Enforcement
Office 614-466-8360
Fax 614-752-9070

30 E Broad St, 14th Floor
Columbus, OH 43215
www.OhioAttorneyGeneral.gov

**DELINQUENT DEBT COLLECTION AGREEMENT
BETWEEN THE
OHIO ATTORNEY GENERAL
AND
THE CITY OF SYLVANIA**

I. PARTIES

1.1. THIS DELINQUENT DEBT COLLECTION AGREEMENT (this "Agreement") is between the Ohio Attorney General (hereinafter "Attorney General") and the City of Sylvania (Political Subdivision"), collectively referenced herein as the "Parties."

II. PURPOSE

2.1. The Political Subdivision has requested that the Attorney General undertake, and the Attorney General agrees to undertake, the collection of delinquent debt owed to the Political Subdivision, pursuant to Ohio Revised Code ("O.R.C.") § 131.02. This Agreement sets forth the rights, duties and obligations of the Parties and the amounts to be charged, collected and allocated between the Political Subdivision and Attorney General. This Agreement will become effective in ten business days once fully executed ("Effective Date").

III. CERTIFICATION OF DEBT

3.1. The Parties agree that this Agreement shall apply to amounts owed to Political Subdivision that meet the criteria specified on the attached Exhibit "A" (hereinafter the "Debt"). The Parties may, from time to time, change the categories of debt to be certified to the Attorney General by amending Exhibit "A" pursuant to the discretion of the Section Chief of the Collections Enforcement Section of the Attorney General and of the Political Subdivision. Such changes to the categories of debt identified on Exhibit "A" shall not be construed as an amendment or termination of this Agreement.

3.2. Political Subdivision hereby warrants that all Debts certified to the Attorney General for collection pursuant to this Agreement are or will be legally due and owing to Political Subdivision at the time of certification.

3.3. Political Subdivision hereby warrants that it has complied or will comply with all conditions precedent to the legality of certifying the Debt for collection prior to certifying the Debt to Attorney General pursuant to this Agreement.

3.4. Political Subdivision hereby warrants that it has obtained the approval of any person or entity whose approval is required as a condition to entering into this Agreement. True and correct copies of any such approvals shall be attached hereto as Exhibit "B."

3.5. Political Subdivision shall identify and itemize the amounts owed in any bills or mailings issued to the debtors prior to certifying the Debt pursuant to this Agreement. Such itemization shall separately identify penalties, fees, costs and interest, if any, added to the principal balance of the amounts owed. For all Debt certified under this Agreement, Political Subdivision shall maintain account records documenting the principal balance of the amounts owed, as well as any penalties, fees, costs and interest, from the date such debt becomes due and owing to Political Subdivision until the debt is paid in full, resolved or written off as specified herein.

3.5.1 In regards to income tax Debt, Political Subdivision hereby warrants that procedures outlined in R.C. 718.18 were complied with, and that notice to such income tax debtors was provided by certified mail. Within this notice, there must be an indication that this debt will be referred for collection by federal and state tax refund offset.

3.6. Political Subdivision shall make all account records related to the Debt fully available to specified Attorney General personnel in order for the Attorney General to actively identify and pursue collection activities. Political Subdivision shall retain account records related to the Debt so long as the Debt remains outstanding, or until the Debt is resolved or written off as specified herein.

3.7. Political Subdivision agrees and shall forward all payments received on certified Debt to the Attorney General. In the event that Political Subdivision accepts a debtor's payment on Debt certified to the Attorney General, Political Subdivision agrees to promptly notify the Attorney General of the details of the payment, including date, amount, remitter, check or instrument number and forward the payment to the Attorney General.

3.8. In the event that any debtor owing Debt certified to the Attorney General files bankruptcy or other insolvency proceeding, Political Subdivision shall immediately notify the Attorney General of such filing. The Attorney General may cease all collection efforts with regard to such Debt. Political Subdivision remains exclusively and solely responsible for protecting its interest in bankruptcy & other insolvency proceedings. Upon notice that Debt certified to the Attorney General is subject to bankruptcy or other insolvency proceeding, the Attorney General may close the affected accounts and such accounts shall no longer be considered to be certified to the Attorney General. Other insolvency proceeding may include but is not limited to receivership or foreclosure.

IV. ALLOCATION OF FEES AND COLLECTION COSTS

4.1 The client may choose for each account certified to the Attorney General to bear interest (hereinafter "AGI") at the annual rate established by the Tax Commissioner under O.R.C. § 5703.47. Upon recovery AGI is paid to Political Subdivision, not to Attorney General. AGI may be waived, either by Political Subdivision or the Attorney General. Political Subdivision also has discretion to request that AGI not be assessed as an additional obligation of debtors. If this request is indicated, the cost of AGI will not be added to the Debt. The AGI is in place of any separate accruing interest of the Political Subdivision on the Debt once certified to the Attorney General.

4.2 Pursuant to O.R.C. § 131.02, the Attorney General is authorized to deduct the

Attorney General's collection cost from all amounts collected, calculated upon all certified amounts recovered, plus interest and fees accruing from the date of certification to Attorney General. Attorney General collection costs may be waived, either by the Attorney General or jointly by the Political Subdivision and the Attorney General. The Parties agree that the Attorney General will pass all Attorney General collection costs on to the debtor as an additional obligation of debtor. The Attorney General collection cost is 10% pursuant to O.R.C. § 109.08.

4.3 The Attorney General may also hire third party vendors to collect claims for Political Subdivision and to pay such third party vendors for their services ("TPV Fees") from funds collected by them. The Attorney General will assign debt to TPVs in accordance with an established assignment strategy. TPV fees shall be paid at rates set by the Attorney General. The Parties agree that the Attorney General will pass all TPV Fees on to debtors as an additional obligation of the debtors.

4.4 The Attorney General may appoint special counsel to collect claims for Political Subdivision and to pay such special counsel for their services ("Special Counsel Fees") from funds collected by them. The Attorney General will assign Debt to Special Counsel in accordance with an established assignment strategy. Special Counsel Fees shall be paid at rates set by the Attorney General. The Parties agree that the Attorney General will pass all Special Counsel Fees on to debtors as an additional obligation of the debtors.

4.5 Political Subdivision may execute a different Service Level Agreement for each category of debt certified pursuant to this Agreement, and each Service Level Agreement shall be attached as additional pages of Exhibit "C."

4.6 Political Subdivision may change or terminate the Service Level Agreement(s) attached hereto as Exhibit "C" upon appropriate written notice as specified therein, and any change or termination of the Service Level Agreement(s) shall not be construed as an amendment or termination of this Agreement.

V. DISBURSEMENT PROCESS/PAYMENT OF COLLECTION COSTS

5.1 On a weekly basis the Attorney General shall disburse to the Political Subdivision the full amounts collected on the Debt minus any applicable collection costs or fees as outlined herein. The Political Subdivision and Attorney General shall have the authority to settle or compromise any account in the Debt which is agreed upon by the Political Subdivision and Attorney General as payment in full based on the best interests of the Parties. At the time of the Attorney General's disbursement to the Political Subdivision, the Political Subdivision will receive the amount collected minus the Attorney General's collection costs and any applicable TPV Fees or Special Counsel Fees pursuant to this Agreement.

5.2 The Parties agree that court cases and judgment liens shall not be dismissed or deemed satisfied without the Political Subdivision's consent that all the fees have been paid by the debtor liable for costs under the court case and/or judgment lien.

5.3 Disbursements to the Political Subdivision of amounts due hereunder may be made via state check or by Automated Clearing House ("ACH") deposit, at the Attorney General's discretion. Political Subdivision acknowledges that the Attorney General prefers to remit all payments by ACH deposit, and Political Subdivision agrees to execute an ACH payment authorization in accordance with the form attached hereto as Exhibit "D" within thirty (30) days after the Effective Date of this Agreement.

VI. CERTIFICATION AND CANCELLATION OF DEBT

6.1. Political Subdivision will certify only Debt to the Attorney General which is past due and final, in accordance with O.R.C. § 131.02(A). O.R.C. § 131.02 provides that the Attorney General and Political Subdivision may determine an appropriate time beyond the regular 45-day requirement to certify delinquent debt. Such exceptions may be made as the Attorney General and the Political Subdivision mutually agree are appropriate.

6.2. The Parties acknowledge and agree that O.R.C. §131.02 empowers the Attorney General to, with the consent of the chief officer of an entity reporting a debt, cancel the debt or cause the same to be canceled. O.R.C. § 131.02(F)(2) provides a general statute of limitations of forty (40) years from the date of certification to collect claims. O.R.C. § 131.02(F)(1) allows the Attorney General to cancel uncollectible claims earlier, with the approval of the Political Subdivision. Political Subdivision may execute the Service Level Agreement attached hereto as Exhibit "C" to designate the preference of Political Subdivision. If no preference is indicated, the write off period will be ten (10) years after the date of certification. Exceptions revising the write off period for specified claims or categories of debt may be agreed to by the Attorney General and the Political Subdivision as amendments to the Service Level Agreement, and such amendments shall not be construed as an amendment or termination of this Agreement.

VII. CONFIDENTIALITY

7.1. Any confidential debtor information made available to Attorney General in the course of performance of this Agreement shall be used only for the purpose of carrying out the provisions of this Agreement pursuant to the Attorney General's statutory obligations. Additionally, the Attorney General shall not sell any debtor information to any third parties.

VIII. LIABILITY

8.1. Each Party shall be responsible for its own acts and omissions and those of its officers, employees and agents.

IX. CHOICE OF LAW

9.1. This Agreement is made and entered into in the State of Ohio and shall be governed and construed in accordance with the laws of Ohio. Any legal action or proceeding related to this Agreement shall be brought in Franklin County, Ohio, and the Parties irrevocably consent to jurisdiction and venue in Franklin County, Ohio.

X. COMPLIANCE WITH LAW

10.1. The Parties, in the execution of their respective duties and obligations under this Agreement, agree to comply with all applicable federal, Ohio and local laws, rules, regulations and ordinances.

XI. RELATIONSHIP OF THE PARTIES

11.1. It is fully understood and agreed that a Party's personnel shall not at any time, or for any purpose, be considered as agents, servants, or employees of the other Party.

11.2. Except as expressly provided herein, neither Party shall have the right to bind or obligate the other Party in any manner without the other Party's prior written consent.

XII. MODIFICATION

12.1. This Agreement constitutes the entire agreement between the Parties, and any changes or modifications to this Agreement shall be made and agreed to by the Parties in writing.

XIII. TERMINATION/EXPIRATION

13.1. Either party may terminate this Agreement for any reason by giving written notice, at least forty-five (45) days in advance of the date of termination, to the other Party via e-mail, facsimile transmission, mail, certified mail or personal delivery to the other Party's signatory to this Agreement.

13.2. If there is pending litigation in connection with any Debt, termination shall not be effective until the Attorney General terminates the legal representation in the litigation matter. The Attorney General shall be compensated for Debt collected and received prior to termination. The Parties agree to cooperate so as to effectuate a speedy and efficient transfer of the work to Political Subdivision.

XIV. SIGNATURES

14.1. The Parties may submit their signatures to the Agreement in counterparts, which taken together will constitute a valid enforceable Agreement. Facsimile or copied signatures shall be considered valid and enforceable.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed, as of the day and year last written below.

ACCEPTED AND APPROVED:

CITY OF SYLVANIA

By: _____
Mark R. Frye, Mayor

By: _____
Toby Schroyer, Director of Finance

Date: _____

OHIO ATTORNEY GENERAL
DAVE YOST

By: _____
Lucas Ward
Section Chief

_____ Date

**DELINQUENT DEBT COLLECTION AGREEMENT
BETWEEN THE
OHIO ATTORNEY GENERAL
AND**

EXHIBIT "A"

The Parties agree that the following categories of debt may be certified to the Attorney General. All debt must be final.

Examples of Categories of Debt to be certified:

- (a) Statutory fees as assessed by a Political Subdivision;
- (b) Civil court costs; and
- (c) Criminal court costs so long as the defendant is not incarcerated on the date the debt is certified.
- (d) Debt must be declared final with no chance of appeal or no future changes to the amount of the debt sent to the Attorney General for collection purposes.
- (e) Debt from a school system must be as a result of a contractual agreement.
- (f) Debt must be less than 10 years old.
- (g) Debt must be over \$100 per debtor.

Examples of Categories of Debt NOT to be certified:

- (a) Debt that has a small balance.
- (b) Debt that is against a juvenile.
- (c) Debt against a presently incarcerated individual.
- (d) Debt that is involved in a bankruptcy, rental or foreclosure action.
- (e) Debt from any type of utility.
- (f) Debt resulting from code enforcement violations.
- (g) Debt that results from a red light camera violation/citation.

PLEASE NOTE: THE ATTORNEY GENERAL'S OFFICE RESERVES THE RIGHT TO DECLINE ACCEPTANCE OF ACCOUNTS BASED ON QUANTITY, VALUE, OR DEBT TYPE. ADDITIONALLY, THE AGO RESERVES THE RIGHT TO CHANGE WHAT DEBTS MAY BE ACCEPTED AT ANY TIME.

**PLEASE LIST THE TYPE OF DEBTS YOU WILL BE CERTIFYING TO THE
ATTORNEY GENERAL'S OFFICE:**

1. Civil court costs;
2. Criminal court costs (so long as the defendant is not incarcerated on the date the debt is certified);
3. Debt less than 10 years old;
4. Debt over \$100.00 per debtor.

**DELINQUENT DEBT COLLECTION AGREEMENT
BETWEEN THE
OHIO ATTORNEY GENERAL
AND
THE CITY OF SYLVANIA**

EXHIBIT "B"

The Delinquent Debt Collection Agreement Between the Ohio Attorney General and the City of Sylvania executed by Mark R. Frye, Mayor and Toby Schroyer, Director of Finance on January ____ is hereby ratified and approved by Ordinance No. ____-2025, passed January ____, 2025. A certified copy of the ordinance is attached hereto.

CITY OF SYLVANIA LEGAL AUTHORITY

By: _____
Leslie B. Brinning, Director of Law

Date: _____

**DELINQUENT DEBT COLLECTION AGREEMENT
BETWEEN THE
OHIO ATTORNEY GENERAL
AND
THE CITY OF SYLVANIA**

**EXHIBIT "C"
SERVICE LEVEL AGREEMENT**

The following Service Level Agreement is made between the Attorney General of Ohio, Collections Enforcement Section ("AGO") and the City of Sylvania ("CLIENT"), collectively referenced herein as the "Parties". CLIENT authorizes and the Parties to this Service Level Agreement agree to the following **(if no line is checked, the Parties' agreement is indicated by asterisk, which is the default agreement)**:

Attorney General Interest X AGO is granted the authority to add AGI to the

(AGI) amount owed by the debtor to be paid to the client (see section
 IV (4.1) of the Debt Collection Agreement.

AGI _____ AGO is NOT granted the authority to add AGI to the
 amount owed by the debtor to be paid to the client.

Write Off Period: X 10 years*
 _____ Years (insert number of years less than 10)

Either Party may terminate this Service Level Agreement for any reason by giving written notice, at least forty-five (45) days in advance of the date of termination to the other Party, via e-mail, facsimile transmission, regular U.S. mail, certified mail or personal delivery to the other Party's signatory to this Agreement. Regardless of the termination of this agreement, CLIENT is still legally obligated to certify its outstanding Debt pursuant to the Delinquent Debt Collection Agreement between the Parties, until that Agreement is separately terminated. This Service Level Agreement shall remain and continue in full force and effect unless modified or terminated in writing.

IN WITNESS WHEREOF, the Parties hereto have caused this Service Level Agreement to be executed, as of the day and year last written below.

ACCEPTED AND APPROVED:

THE CITY OF SYLVANIA

By: _____
Mark R. Frye, Mayor

By: _____
Toby Schroyer, Director of Finance

Date: _____

OHIO ATTORNEY GENERAL
DAVE YOST

By: _____
Lucas Ward
Section Chief

_____ Date

ORDINANCE NO. 5-2025

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AN OFFER TO PURCHASE AND FIRST AMENDMENT TO OFFER TO PURCHASE FOR THE PROPERTY LOCATED AT 5710, 5716 AND 5720 SUMMIT STREET, SYLVANIA, LUCAS COUNTY, OHIO, 43650, OWNED BY QUINNELL INVESTMENTS, LTD., AN OHIO LIMITED LIABILITY COMPANY FOR THE AMOUNT OF \$200,000; PROVIDING FUNDS FOR SAID PURCHASE; AUTHORIZING THE PAYMENT OF THE PURCHASE PRICE; AND DECLARING AN EMERGENCY.

WHEREAS, the property located at 5710, 5716 and 5720 Summit Street, Sylvania, Lucas County, Ohio has been listed for sale by Quinnell Investments, Ltd., an Ohio Limited Liability Company; and,

WHEREAS, the acquisition of this property would provide an opportunity for future economic development for the City; and,

WHEREAS, a copy of the proposed Purchase Agreement and First Amendment to Purchase Agreement is attached hereto as "Exhibit A."

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

SECTION 1. That the Mayor and Director of Finance are hereby authorized to sign on behalf of the City, the Purchase Agreement and First Amendment to Purchase Agreement now on file with the Clerk of this Council and hereby approves and ratifies 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. 401-7750-53101 - Land Purchases**, the sum of Two Hundred Thousand Dollars (\$200,000.00).

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. 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, _____, 2025, as an emergency measure.

President of Council

ATTEST:

Clerk of Council

APPROVED:

APPROVED AS TO FORM:

Mayor

Director of Law

Date



13a.

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

January 6, 2025

To: The Mayor and Members of Sylvania City Council

Re: **LUC-US-23-11.75 (PID 105889)**
Construction Phase Final Legislation & Invoicing

Dear Mr. Mayor and Council Members:

The construction plans and bidding documents are completed on the LUC-23-11.75 (PID 105889) by ODOT's design engineering consultant ARCADIS. ODOT is ready to advance the project into the bidding phase. Construction is scheduled to begin in April 2025 and be completed by October 2026.

Enclosed are the necessary documents to be executed by the City including a Final Resolution, Fiscal Officer's Certificate, Contract, and Escrow Agreement which need to be approved in chronological order to comply with Section 5705.41 and Chapter 5521 of the Ohio Revised Code. Also enclosed is Invoice No. 11817 in the amount of \$6,189,185 which is the City's financial participation.

Bids will be opened in late February and the City's payment will be held in escrow. Should the bids come in over the estimated construction cost any additional City financial contributions needed to make the award would be requested from the City at that time. Should the bids come in lower than estimated any City overpayment would be returned from the escrow account. Once construction is completed in 2026, ODOT will work towards project close out and any additional funds needed via change orders would be programmed and budgeted accordingly in 2027 or 2028 when determined.

This is an appropriated item in the 2025 budget with funds programed in the 401-7610-53612, 701-7525-53501, and 702-7540-53501 accounts. We would recommend approval of these legislative documents and invoice, in chronological order as presented. Please call with any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. E. Shaw", written over a horizontal line.

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

13b.

ORDINANCE NO. 6-2025

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE OF THE CITY OF SYLVANIA, OHIO, TO ENTER INTO A CONTRACT WITH THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION FOR THE US23/SR51 (MONROE STREET) INTERCHANGE IMPROVEMENT PROJECT AND SR51 (MONROE STREET) FROM THE TERMINI OF THE INTERCHANGE PROJECT TO WHITEFORD ROAD RESURFACING PROJECT; APPROPRIATING FUNDS FOR SAID IMPROVEMENTS IN THE AMOUNT OF \$6,189,195; AND DECLARING AN EMERGENCY.

WHEREAS, Ordinance No. 57-2021, passed August 16, 2021, authorized the Mayor and Director of Finance of the City of Sylvania, Ohio to enter into an Agreement between the State of Ohio, Department of Transportation and the City of Sylvania for the US23/SR51 (Monroe Street) Interchange Improvement Project and SR51 (Monroe Street) from the termini of the Interchange Project to Whiteford Road Resurfacing Project with improvements to Alexis Road (SR184) including structure rehabilitation resurfacing, pavement planning, curb, curb ramps, drainage, sanitary sewer, and water work upgrades, lighting upgrades, traffic signal upgrades, and pavement markings, lying within the City of Sylvania; and,

WHEREAS, the City of Sylvania shall cooperate with the Director of Transportation in the above described project as follows: the City agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement within the city limits, less the amount of Federal Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U.S. Department of Transportation; and,

WHEREAS, the City's share of the cost of the improvements is now estimated in the amount of Six Million One Hundred Eighty-Nine Thousand One Hundred Ninety-Five Dollars (\$6,189,195.00), but said estimated amount is to be adjusted in order that the City's ultimate

share of said improvement shall correspond with said percentages of actual costs when said actual costs are determined; and,

WHEREAS, the Director of Transportation has approved said legislation proposing cooperation and has caused to be made plans and specifications and an estimate of cost and expense for improving the above described highway and has transmitted copies of the same to the City of Sylvania; and,

WHEREAS, the City of Sylvania desires the Director of Transportation to proceed with the aforesaid highway improvement; and,

WHEREAS, the Director of Public Service, by report dated January 6, 2025, has recommended approval of the Contract 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 Director of Finance be, and he hereby is, authorized to sign the Fiscal Officer's Certificate for said project.

SECTION 2. That the Mayor and Director of Finance be, and they hereby are, authorized to enter into, on behalf of this City, a Contract with the Ohio Department of Transportation for the Monroe Street Interchange (SR51) over US23 and resurfacing Monroe Street (SR184) from interchange termini to Whiteford Road with improvements to Alexis Road (SR184), including structure rehabilitation resurfacing, pavement planing, curb, curb ramps, drainage, sanitary sewer, and water work upgrades, lighting upgrades, traffic signal upgrades, and pavement markings, lying within the City of Sylvania, a copy of which is attached as "Exhibit A."

SECTION 3. That the Mayor and Director of Finance be, and they hereby are, authorized to enter into, on behalf of this City, an Escrow Agreement for Highway Improvement with the Ohio Department of Transportation for the Monroe Street Interchange Improvement Project, a copy of which is attached hereto as "Exhibit B."

SECTION 4. That the Invoice attached hereto is hereby approved and the funds appropriated for said improvements as set forth in Section 7 herein.

SECTION 5. That the City of Sylvania hereby requests the Director of Transportation to proceed with the aforesaid highway improvement.

SECTION 6. That the Clerk of Council be, and she hereby is, directed to send a certified copy of this Ordinance to the Ohio Department of Transportation.

SECTION 7. That to provide funds for said improvements hereby authorized, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore appropriated to **Account No. 401-7610-53612 – US23/Monroe Street Interchange Improvements** an amount not to exceed Five Million Four Hundred Thirty-Five Thousand One Hundred Ninety-Five Dollars (\$5,435,195.00), from the **WATER FUND** from funds therein not heretofore appropriated to **Account No. 701-7525-53501 – Utility Improvements** an amount not to exceed Seven Hundred Thirty-Three Thousand Dollars (\$733,000.00) from the **SEWER FUND** from funds therein not heretofore appropriated to **Account No. 702-7540-53501 –** an amount not to exceed Twenty-One Thousand Dollars (\$21,000.00).

SECTION 8. 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 9. 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 10. 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 contract and escrow agreement should be entered into immediately and the funds appropriated so that the US23/Monroe Street Interchange Improvement Project is not delayed. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2025, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

FISCAL OFFICER'S CERTIFICATE
(Chapter 5521 and Section 5705.41, Ohio Revised Code)

I hereby certify to that the money, to wit: **\$6,189,195.00** required for the payment of the cost other than that thereof assumed by the **Federal** Government, for the improvement of that portion of **U.S.R. 23 - 11.75/S.R. 61 - 11.11**, lying within the corporate limits of the City of **Sylvania**, more particularly described as follows:

The project consists of reconstructing and reconfiguring the Monroe Street Interchange (S.R. 51) over U.S.R. 23 and resurfacing Monroe Street (S.R. 51) from interchange termini to Whiteford Road with improvements to Alexis Road (S.R. 184), including structure rehabilitation resurfacing, pavement planing, curb, curb ramps, drainage, sanitary sewer, and water work upgrades, lighting upgrades, traffic signal upgrades, and pavement markings, lying within the City of Sylvania; and

has been lawfully appropriated for such purpose and is in the treasury to the credit of, or has been levied placed on the duplicate and in process of collection for the appropriate fund, and not appropriated for any other purpose; or is being obtained by sale of bonds issued on account of said improvement, which bonds are sold and in process of delivery.

I further certify that this certificate was made, sealed and filed with the legislative authority of the City of **Sylvania**, Ohio, after said legislative authority passed the final resolution in connection with the within described project; and that this certificate was forthwith recorded in the record of the proceedings of said legislative authority, namely:

Legislative Authority's Journal, Volume _____, at Page _____,

IN WITNESS WHEREOF, I have hereunto set my hand and official seal as said fiscal officer, this _____ day of _____, 20____.

(Fiscal Officer's Seal)
(If Applicable)

Fiscal Officer of the City of
Sylvania, Ohio

C O N T R A C T
(Chapter 5521, Ohio Revised Code)

This contract is made by and between the State of Ohio, Department of Transportation, acting through its director (hereinafter referred to as the "STATE"), 1980 West Broad Street, Columbus, Ohio 43223, and the City of **Sylvania**, (hereinafter referred to as the legislative authority/Local Public Agency or "LPA").

WITNESSTH:

WHEREAS, Chapter 5521 of the Ohio Revised Code provides that the legislative authority may cooperate with the STATE in a highway project made by and under the supervision of the Director of Transportation; and

WHEREAS, through the enactment of preliminary legislation, the LPA and the STATE have agreed to cooperate in the highway project described below; and

WHEREAS, through the enactment of final legislation, the LPA has committed to pay an estimated amount of money as its share of the total estimated cost and expense of the highway project described below; and

WHEREAS, the fiscal officer of the LPA has filed with the LPA a certificate stating that sufficient moneys are available, as required by Chapter 5521 and Section 5705.41 of the Ohio Revised Code. A duplicate certificate is attached hereto; and

WHEREAS, in accordance with the final legislation, the LPA hereby enters into this contract with the STATE to provide for payment of the agreed portion of the cost of the highway project and any additional obligations for the highway project described below.

NOW, THEREFORE, in consideration of the premises and the performances of mutual covenants hereinafter set forth, it is agreed by parties hereto as follows:

SECTION I: **RECITALS**

The foregoing recitals are hereby incorporated as a material part of this contract.

SECTION II: **PURPOSE**

The purpose of this contract is to set forth requirements associated with the highway project described below (hereinafter referred to as the "PROJECT") and to establish the responsibilities for the administration of the PROJECT by the LPA and the STATE.

SECTION III: LEGAL REFERENCES

This contract is established pursuant to Chapter 5521 of the Ohio Revised Code.

SECTION IV: SCOPE OF WORK

The work to be performed under this contract shall consist of the following:

The project consists of reconstructing and reconfiguring the Monroe Street Interchange (S.R. 51) over U.S.R. 23 and resurfacing Monroe Street (S.R. 51) from interchange termini to Whiteford Road with improvements to Alexis Road (S.R. 184), including structure rehabilitation resurfacing, pavement planing, curb, curb ramps, drainage, sanitary sewer, and water work upgrades, lighting upgrades, traffic signal upgrades, and pavement markings, lying within the City of Sylvania.

SECTION V: FINANCIAL PARTICIPATION

1. The STATE agrees to provide the necessary funds as enumerated in this section and allowed by law for the financing of this project.
2. The STATE may allocate the money contributed by the LPA in whatever manner it deems necessary in financing the cost of construction, right-of-way, engineering, and incidental expenses, notwithstanding the percentage basis of contribution by the LPA.
3. The total cost and expenses for the project are only an estimate and the total cost and expenses may be adjusted by the STATE. If any adjustments are required, payment of additional funds shall correspond with the percentages of actual costs when said actual costs are determined, and as requested, by the Director of Transportation.
4. The LPA agrees to pay to the STATE its share of the total estimated cost expense for the above highway project in the amount of **Six Million One Hundred Eighty-Nine Thousand One Hundred Ninety-Five and - - - - 00/100 Dollars, (\$6,189,195.00).**
5. **The City agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement within the city limits, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U. S. Department of Transportation.**
6. The LPA agrees to assume and bear One Hundred Percent (100%) of the cost of any construction items required by the LPA on the entire project, which are not necessary for the improvement, as determined by the State and Federal Highway Administration.

7. The LPA agrees that change orders and extra work contracts required fulfilling the construction contracts shall be processed as needed. The STATE shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

SECTION VI: RIGHT-OF-WAY AND UTILITIES

1. The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.
2. The LPA agrees that all utility accommodation, relocation, and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual, including that:
 - A. Arrangements have been or will be made with all utilities where facilities are affected by the described PROJECT, that the utilities have agreed to make all necessary removals and/or relocations to clear any construction called for by the plans of this PROJECT, and that the utilities have agreed to make the necessary removals and/or relocations after notification by the LPA or STATE.
 - B. The LPA shall, at its own expense, make all removals and/or relocations of publicly-owned utilities which do not comply with the reimbursement provisions of the ODOT Utilities Manual. Publicly-owned facilities which do comply with the reimbursement provisions of the ODOT Utilities Manual will be removed and/or relocated at project expense, exclusive of betterments.
 - C. The removals and/or relocation of all utilities shall be done in such a manner as not to interfere with the operation of the contractor constructing the PROJECT and that the utility removals and/or relocations shall be approved by the STATE and performed in accordance with the provisions of the ODOT Construction and Materials Specifications.

SECTION VII: ADDITIONAL PROJECT OBLIGATIONS

1. The STATE shall initiate the competitive bid letting process and award the PROJECT in accordance with ODOT's policies and procedures.
2. The LPA agrees:
 - A. To keep said highway open to traffic at all times;

- B. To maintain the PROJECT in accordance with the provisions of the statutes relating thereto,
- C. To make ample financial and other provisions for such maintenance of the PROJECT after its completion;
- D. To maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the STATE and hold said right-of-way inviolate for public highway purposes;
- E. To place and maintain all traffic control devices conforming to the Ohio Manual of Uniform Traffic Control Devices on the project in compliance with the provisions of Section 4511.11 of the Ohio Revised Code;
- F. To regulate parking in accordance with Section 4511.66 of the Ohio Revised Code, unless otherwise controlled by local ordinance or resolution.

SECTION VIII: DISPUTES

In the event that any disputes arise between the STATE and LPA concerning interruption of or performance pursuant to this contract, such disputes shall be resolved solely and finally by the Director of Transportation.

SECTION IX: NOTICE

Notice under this contract shall be directed as follows:

**City of Sylvania
6730 Monroe Street, Suite 203
Sylvania, Ohio
43560**

**Ohio Department of Transportation
Office of Contract Sales & Estimating
1980 West Broad Street, MS 4110
Columbus, Ohio 43223**

SECTION X: FEDERAL REQUIREMENTS

1. In carrying out this contract, LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, or age. LPA will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin (ancestry), disability, genetic information, or age (40 years or older), sexual orientation, or military status (past, present, future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.

2. To the extent necessary under Ohio law, LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. LPA will, in all solicitations or advertisements for employees placed by or on behalf of LPA, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, future). If applicable, the LPA shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.
3. LPA agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. LPA shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the Contractor's compliance with Title VI.

SECTION XI: GENERAL PROVISIONS

1. This contract constitutes the entire contract between the parties. All prior discussions and understandings between the parties are superseded by this contract.
2. Neither this contract 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.
3. Any change to the provisions of this contract must be made in a written amendment executed by both parties.
4. This contract and any claims arising out of this contract shall be governed by the laws of the State of Ohio. Any provision of this contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this contract 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 the STATE is a party to any litigation arising out of or relating in any way to this contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
5. All financial obligations of the State of Ohio, as provided in this contract, are subject to the provisions of Section 126.07 of the Ohio Revised Code. The financial obligations of the State of Ohio shall not be valid and enforceable unless funds are appropriated by the Ohio General Assembly and encumbered by the STATE. Additionally, it is understood that this financial obligation of the LPA shall not be valid and enforceable unless funds are appropriated by the LPA's legislative body.

- 6. This contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.
- 7. LPA agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

SECTION XII: SIGNATURES

Any person executing this contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this contract on such principal behalf.

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 signature on any other party delivered in such a manner as if such signature were an original.

IN WITNESS THEREOF, the parties hereto have caused this contract to be duly executed in duplicate.

SEAL
(If Applicable)

**OHIO DEPARTMENT OF
TRANSPORTATION**

**LOCAL PUBLIC AGENCY
City of Sylvania**

Director of Transportation

Mayor

Date

Approved:
Dave Yost
Attorney General of Ohio

By: _____
Corinna Efke
Unit Coordinator, Transportation
Executive Agencies Section

ESCROW AGREEMENT FOR HIGHWAY IMPROVEMENT

This agreement made and entered at _____, Ohio, this ____ day of _____, 20____, by and between the Legislative Authority of the City of **Sylvania**, Ohio, The Ohio Department of Transportation (ODOT) and _____ (FINANCIAL INSTITUTION)

_____, Ohio,
 _____ (address) _____ (city)

_____, _____
 _____ (zip code) _____ (telephone no.)

WITNESSETH

That for and in consideration of the covenants and agreements of the parties herein contained. The ODOT hereby expressly authorizes the City to deposit the pre-bid estimate (or some larger amount) of said City's participation share of project cost in the amount of **Six Million One Hundred Eighty-Nine Thousand One Hundred Ninety-Five and - - - 00/100 Dollars, (\$6,189,195.00)**, as required by the **ODOT's Invoice No. 11817**, on project described as: **Lucas County - City of Sylvania - U.S.R. 23 - 11.75/S.R. 61 - 11.11 - Federal Project No. E210244**, in an interest bearing account, repurchase agreement or certificate of deposit with the FINANCIAL INSTITUTION. The City hereby agrees to deposit into the aforementioned account funds in the amount of \$_____. **The Financial Institution shall e-mail confirmation of this act (ex: deposit slip - not escrow agreement) to the Office of Contract Sales & Estimating at DOT-CEN.Funding@dot.ohio.gov, within twenty-four (24) hours of deposit.** Such funds shall thereupon remain on deposit for the credit of the ODOT and said City, until such time as payment of the City's estimated participation share, as determined after receipt of bids, is ordered to be paid by the Administrator of the Office of Contract Sales & Estimating or the Director of ODOT. Upon receipt of such order for payment, **IN THE FORM OF A REVISED INVOICE**, the FINANCIAL INSTITUTION hereby agrees to deliver and pay over to the ODOT, by return mail within twenty-four (24) hours, the funds so requested (but in no event more than the amount of the pre-bid estimate), and to deliver and pay over to the City the accrued interest thereon and any balance that may remain. (The City's ultimate share of the cost shall be determined in accordance with the FINAL RESOLUTION and the CONTRACT).

It is understood and agreed that funds on deposit pursuant to this agreement may be invested by the FINANCIAL INSTITUTION as provided herein and in accordance with applicable law and regulations. It is also expressly understood that the Local Public Agency shall not withdraw any funds.

Legislative Authority of the City of **Sylvania**, Ohio

Attest

Clerk of City Council

Attest

Mayor

Attest

Presiding Officer of Legislative Authority

Date

The Ohio Department of Transportation

 E-SIGNED by Nathan Fling
on 2024-12-30 13:58:23 GMT

Director of Transportation
Pamela Boratyn as signed by Max JN Fling

Financial Institution

Financial Institution Officer (Signed)

Financial Institution Officer (Printed)

Title

Date

**OHIO DEPARTMENT OF TRANSPORTATION
ACCOUNT RECEIVABLE**

Make check payable to: Treasurer of State

Mail to: Helene Ware
Senior Funding Analyst/Project Coordinator
Ohio Department of Transportation
Office of Contract Sales & Estimating - #4110
1980 West Broad Street, 4th Floor
Columbus, Ohio 43223

PID No. 105889
Invoice No. 11817

To: City of Sylvania
6730 Monroe Street, Suite 203
Sylvania, Ohio
43560

Federal Project No. E210244
Lucas County
City of Sylvania
U.S.R. 23 - 11.75/S.R. 61 - 11.11

PLEASE ENCLOSE A COPY OF THIS INVOICE TO IDENTIFY YOUR REMITTANCE

Proposal of Participation	Type of Agreement	Amount
		\$6,189,195.00

Contract amount \$4,608,873.00
ODOT Engineering amount. \$1,580,322.00

For the improvement of that portion of **U.S.R. 23 - 11.75/S.R. 61 - 11.11**, more particularly described as follows:

The project consists of reconstructing and reconfiguring the Monroe Street Interchange (S.R. 51) over U.S.R. 23 and resurfacing Monroe Street (S.R. 51) from interchange termini to Whiteford Road with improvements to Alexis Road (S.R. 184), including structure rehabilitation resurfacing, pavement planing, curb, curb ramps, drainage, sanitary sewer, and water work upgrades, lighting upgrades, traffic signal upgrades, and pavement markings, lying within the City of Sylvania.

Total Amount Due \$6,189,195.00

Ohio Department of Transportation

E-SIGNED by Nathan Fling
on 2024-12-30 15:16:59 GMT

By: _____
Administrator, Office of Contract
Sales & Estimating



14a.

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

January 6, 2025

To: The Mayor and Members of Sylvania City Council

Re: **Professional Engineering Services Proposal
LUC-Brint & Harroun Roundabout (PID 120824)**

Dear Mr. Mayor and Council Members:

At the September 3, 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 a modern roundabout at the intersection of Harroun Road and Brint Road.

During the solicitation we received LOI's from three (3) 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 \$231,608 to complete the requested scope of services. Their scope of services include survey, preparation of construction plans and right-of-way plans, and geotechnical engineering by CTL Engineering. The Service Department will return to City Council to request additional proposal approvals for right-of-way acquisition services once the right-of-way needs on the project are more defined.

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. This is an appropriated item in the 2025 budget, fund 401-7610-51615. We would recommend approval of the proposal in the amount of \$231,608 with DGL Consulting Engineers. Please call with any questions.

Sincerely,

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

146.

ORDINANCE NO. 7-2025

ACCEPTING THE PROPOSAL OF DGL CONSULTING ENGINEERS, LLC TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE BRINT & HARROUN ROUNDABOUT PROJECT; APPROPRIATING FUNDS THEREFORE IN THE AMOUNT OF \$231,608; AND DECLARING AN EMERGENCY.

WHEREAS, at the September 3, 2024 meeting of Sylvania City Council, the Director of Public Service was authorized to solicit Letters of Interest from consultants to provide engineering services for the Brint & Harroun Roundabout Project; and,

WHEREAS, the Director of Public Service, by report dated January 6, 2025, has received a proposal from DGL Consulting Engineers, LLC to provide engineering services for the Brint & Harroun Roundabout Project at a cost of \$231,608, and the Director of Public Service has recommended approval of that proposal.

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

SECTION 1. That the proposal of DGL Consulting Engineers, LLC in the amount of Two Hundred Thirty-One Thousand Six Hundred Eight Dollars (\$231,608.00) for providing professional engineering services for the Brint & Harroun Roundabout Project, is hereby approved and accepted.

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

SECTION 3. That to provide funds for said services hereby authorized, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore appropriated to **Account No. 401-7610-51615 – Brint & Harroun Roundabout** the amount of Two Hundred Thirty-One Thousand Six Hundred Eight Dollars (\$231,608.00).

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 professional engineering services for the Brint & Harroun Roundabout 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, _____, 2025, as an emergency measure.

ATTEST:

President of Council
APPROVED AS TO FORM:

Clerk of Council
APPROVED:

Director of Law

Mayor

Date



**PROVIDING
CIVIL ENGINEERING
SOLUTIONS SINCE 1926**

TRANSPORTATION

TRAFFIC / SAFETY

FACILITY / SITE
DEVELOPMENT

SURVEY

CONSTRUCTION
SERVICES

December 6, 2024

Mr. Eric Barnes, P.E., S.I.
Deputy Service Director
City of Sylvania | Department of Public Service
6730 Monroe Street
Sylvania, OH 43560

Re: PID 120824 LUC-Brint and Harroun Roundabout Fee Proposal

Dear Mr. Barnes:

Please accept this scope and fee proposal as DGL Consulting Engineers' (DGL) response to your request after we were the selected consultant for this project. We are looking forward to beginning this project with you and we appreciate you accepting our letter of interest.

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

Sincerely,
DGL Consulting Engineers, LLC

Amy Zimmerman, P.E.
Principal | Senior Project Manager

Maumee, Ohio
419.535.1015

Dublin, Ohio
614.356.7150

Independence, Ohio
440.387.4113

Port Clinton, Ohio
419.635.7541

Wauseon, Ohio
419.330.1360

dgl.ltd.com

T: 419.535.1015 | C: 419.283.4643 | E: azimmerman@dgl-ltd.com
3455 Briarfield Blvd, Suite E | Maumee, Ohio 43537

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: City of Sylvania 6730 Monroe Street Sylvania, Ohio 43560														
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Project Name PID 120824 LUC-Brint and Harroun Roundabout Fee Proposal</td> <td style="width: 40%;">Project No. 120824</td> </tr> </table>		Project Name PID 120824 LUC-Brint and Harroun Roundabout Fee Proposal	Project No. 120824												
Project Name PID 120824 LUC-Brint and Harroun Roundabout Fee Proposal	Project No. 120824														
Location Intersection of Brint Road and Harroun Road, 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>															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Survey</td> <td style="width: 30%; text-align: right;">\$28,243</td> </tr> <tr> <td>Preliminary Engineering</td> <td style="text-align: right;">\$71,607</td> </tr> <tr> <td>Detailed Design</td> <td style="text-align: right;">\$79,446</td> </tr> <tr> <td>Right of Way</td> <td style="text-align: right;">\$29,817</td> </tr> <tr> <td>Geotechnical</td> <td style="text-align: right;">\$19,439</td> </tr> <tr> <td>Environmental Services</td> <td style="text-align: right;">\$3,056</td> </tr> <tr> <td>Total</td> <td style="text-align: right;">\$231,608</td> </tr> </table>		Survey	\$28,243	Preliminary Engineering	\$71,607	Detailed Design	\$79,446	Right of Way	\$29,817	Geotechnical	\$19,439	Environmental Services	\$3,056	Total	\$231,608
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Detailed Design	\$79,446														
Right of Way	\$29,817														
Geotechnical	\$19,439														
Environmental Services	\$3,056														
Total	\$231,608														
Retainer Amounts \$00.00 due with signed contract. <i>Note: DGL can accept credit card payments with an additional 3% service fee.</i>															
Special Conditions															
Offered by: DGL Consulting Engineers, LLC	Accepted by: City of Sylvania														
Signature	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Signature</td> <td style="width: 40%;">Date</td> </tr> </table>	Signature	Date												
Signature	Date														
Printed Name / Title	Printed Name / Title <i>Signature indicates the authority to bind the company to the terms herein</i>														

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

Scope of Services

Background

The project is located in the City of Sylvania, at the intersection of Harroun Road and Brint Road. Based on the information DGL has collected with the City during the planning and funding process and the Scope of Services Meeting, DGL fully understands the need for the proposed roundabout and the project scope.

Scope of Work

A full topographic survey will be conducted to map the project area. DGL will provide property owner notification letters prior to conducting the field survey. Drive profiles and cross sections every 50 feet throughout the project area or as needed to accurately delineate the ground surface. Cross sections will extend outside the right of way as needed to make sure the design matches the existing surface. DGL will immediately notify OUPS and have early and often communication with the utility companies in the project area. DGL will support The City in coordinating with the utility companies their relocation plan prior to Stage 3 design.

The primary improvements include reconstruction of the intersection from an existing signal-controlled tee intersection to a 3 legged roundabout. DGL has extensive experience in roundabout design. We are knowledgeable in both the L&D Roundabout guidelines and the NCHRP 1043. For the geometric submittal, we will follow all roundabout performance checks as outlined by ODOT L&D Volume 1, Section 400 and Fig. 403-2. These checks include evaluating fastest path speeds, sight distance, entry angles, and vehicle turning movements, which will be provided to the City for review and discussion. DGL will ensure that the geometric design will accommodate all users as well as provide a significant improvement to the intersection. Access management for the other drives around the intersection will be reviewed. Nearby residential and commercial drives, specifically Automated Logic in the southwest quadrant and St. Elias Church and the Montessori School in the southeast, will be taken into careful consideration during the design of the splitter islands, providing curb cuts if necessary, in order to provide full access. Accommodation for pedestrians and bicyclists will be achieved by incorporating a shared use path along the east side and a sidewalk along the west side. ADA compliant crosswalks will be designed for multimodal users.

Right of Way plans will be developed by DGL. This project will require right of way coordination with adjacent property owners as well as Sylvania Township as the southwest corner of the project is within township limits. DGL will provide services for the staking and pinning of ROW post-acquisition.

Traffic control and pavement markings will be designed per the most recent OMUTCD and conformance with the ODOT District 2 standards will be reviewed and discussed with the City. Lighting for the roundabout will follow ODOT and IES Design Guide for Roundabout Lighting. Lighting levels will be reviewed in the design process to ensure that the residential nature of the area is not disturbed. DGL will provide public meeting exhibits for the one in person meeting to be held after Stage 1 design is completed.

Subconsultant and If Authorized Services

DGL has teamed with West Erie Realty to provide Real Estate Acquisition Services. It is our understanding that these services will be deferred until a later stage in design when the parcels requiring acquisition and appraisal services will be better understood.

DGL CONSULTING ENGINEERS, LLC (DGL) TERMS & CONDITIONS

Fee

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

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

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

Standard of Care

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

Consequential Damages

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

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

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

Hazardous Materials/Mold

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

Indemnifications

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

Risk Allocation (Fill in the amount)

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

Termination of Services

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

Betterment

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

Ownership of Documents

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

Defects in Service

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

Construction Activities

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

Dispute Resolution

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

Relationship of the Parties

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

Entire of Agreement

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

Applicable Law

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



15a.

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

January 6, 2025

To: The Mayor and Members of Sylvania City Council

Re: **Downtown Transportation Improvements (Phase 1) – Construction Management Services Consultant Letter of Interest (LOI) Award**

Dear Mr. Mayor and Council Members:

At the October 21, 2024 meeting City Council authorized the Service Department to request Letters of Interest (LOI's) from consultants to provide construction management services for the Downtown Transportation Improvements Project (Phase 1).

During the solicitation we received LOI's from one (1) firm, American Structurepoint, Inc. The Service Department subsequently entered into scope of services and fee negotiations and were provided a proposal in the amount of \$427,120 to complete the scope of work.

American Structurepoint has performed similar construction management services on the Monroe Street and Harroun Road safety project (LUC-CR 4-9.77, PID 109598), the Monroe Street and Silica Drive improvements project (LUC-Monroe St. & Silica Dr. Upgrade, PID 107489), and the Main Street Reconstruction project (LUC-CR 1572-8.28, PID 111207).

This is an appropriated item in the 2025 budget, fund 401-7610-53610. We would recommend approval of the proposal in the amount of \$427,120 with American Structurepoint, Inc.

Please call with any questions.

Sincerely,

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

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

156.

ORDINANCE NO. 8-2025

ACCEPTING THE PROPOSAL OF AMERICAN STRUCTUREPOINT, INC. TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES FOR THE DOWNTOWN TRANSPORTATION IMPROVEMENTS (PHASE 1) PROJECT; APPROPRIATING FUNDS THEREFORE IN AN AMOUNT NOT TO EXCEED \$427,120; AND DECLARING AN EMERGENCY.

WHEREAS, the plans for the Downtown Transportation Improvements (Phase 1) Project are complete and are now on file with the Clerk of Council; and,

WHEREAS, at the October 21, 2024 meeting of Sylvania City Council, the Director of Public Service was authorized to solicit Letters of Interest from consultants to provide construction management services for the Downtown Transportation Improvements (Phase 1) Project; and,

WHEREAS, the Director of Public Service, by report dated January 6, 2025, has received a proposal from American Structurepoint, Inc. to provide construction management services for the Downtown Transportation Improvements (Phase 1) Project at a cost of \$427,120, and the Director of Public Service has recommended approval of that proposal.

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

SECTION 1. That the proposal of American Structurepoint, Inc. in the amount of Four Hundred Twenty-Seven Thousand One Hundred Twenty Dollars (\$427,120.00) to provide construction management services for the Downtown Transportation Improvements (Phase 1) Project is hereby approved and accepted.

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

SECTION 3. That to provide funds for said construction management services hereby authorized, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore appropriated to **Account No. 401-7610-53610 – Downtown Transportation Improvements** an amount not to exceed Four Hundred Twenty-Seven Thousand One Hundred Twenty Dollars (\$427,120.00).

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 construction management services should commence at the earliest possible time and therefore this Ordinance should be effective immediately. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2025, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date



AMERICAN
STRUCTUREPOINT
INC.

600 SUPERIOR AVENUE EAST, SUITE 2401
CLEVELAND, OHIO 44114
TEL 216.302.3694

December 4, 2024

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

RE: Fee Proposal for Consulting Services
PID N/A
Downtown Transportation Improvements, Phase 1 – Main Street
Construction Inspection, Administration, and Materials Testing Services

Dear Mr. Shaw:

American Structurepoint appreciates the opportunity to be of service to the City of Sylvania. Please find enclosed a copy of our fee proposal for construction administration, inspection, and materials testing for the above-referenced project. The enclosed fee of \$427,120.00 is based on estimated costs for American Structurepoint to provide these services. An estimate of direct costs for materials testing and asphalt plant monitoring by Bowser Morner is included.

If you have any questions concerning the fee proposal, or if you need any additional information, please contact our Project Manager, Darren Schimmoeller, at your earliest convenience. Darren can be reached via phone at (419) 302-1745 or email at dschimmoeller@structurepoint.com.

Respectfully,
American Structurepoint, Inc.

Darren Schimmoeller, PE
Director of Development, Ohio Construction

Walid E. Gemayel, PE
Senior Vice President

Enclosures

DJS:mmm

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PROJECT NARRATIVE

CONSTRUCTION ADMINISTRATION AND INSPECTION

LUC-Main Street; Downtown Transportation Improvements, Phase 1

The scope of services will include all the services shown in the City of Sylvania Construction Administration, Inspection, and Materials Management Scope of Services included in Appendix A. American Structurepoint, Inc., will perform the following services necessary to provide the construction administration, inspection, and materials management for this project.

CONSTRUCTION INSPECTION TASKS

The following tasks will be performed for each stage of the construction project. Note: Durations are based on anticipated schedule as previously discussed with the city.

1. Preconstruction Activities

Preconstruction activities will include taking preconstruction photos, attending the preconstruction meeting, public involvement (as requested), plan, specification and shop drawing submittal review, and PM software project setup. We anticipate the preconstruction activities will last for a period of 2 weeks. Anticipated labor includes the PM/CE2 at 15 hours/week and the Project Inspector 1 at 16 hours/week.

2. Construction Activities

Construction activities will include complete construction administration, inspection, and materials management of the project from the first day of work through the final acceptance. We anticipate 33 weeks of actual construction activities with the labor for the PM/CE2 to be 12 hours/week, for the Project Inspector 1 at 44 hours/week, and for the Project Inspector 2 at 24 hours/week.

3. Post-Construction Activities

Post-construction activities will include all required project closeout documentation, as well as preparation of the final construction record to meet all federal requirements. We anticipate the post-construction activities will last for a period of 4 weeks. Anticipated labor during this time includes the PM/CE2 for 8 hours/week and the Project Inspector 1 for 10 hours/week.

PROJECT DELIVERABLES

The project deliverables will include all required engineering, supervision, inspection, materials management, and documentation services in accordance with the Ohio Department of Transportation (ODOT) "Construction and Material Specifications." All construction engineering, inspection, and materials management services will be provided in accordance with the Construction Contract Administration Chapter of ODOT's Local Public Agency (LPA) procedures manual.

PROJECT MANAGEMENT

The American Structurepoint project manager will coordinate the work and provide oversight to keep the construction inspection tasks on schedule and within budget. A budget update will be provided to the city monthly.

**INSPECTION FEE JUSTIFICATION
MANHOURS BY CLASSIFICATION**

OWNER: City of Sylvania
DESCRIPTION: LUC-Downtown Transp Impr Phs 1
PID NUMBER: N/A
CONTRACTOR: Helms & Sons Excavating, Inc.
AWARD DATE: TBD
NOTICE TO PROCEED: TBD
SUBSTANTIAL COMPLETION DATE: October 31, 2025
FINAL COMPLETION DATE: December 31, 2025

PRECONSTRUCTION ACTIVITIES:	3/3/2025	to	3/14/2025	=	2.00 weeks
CONSTRUCTION ACTIVITIES	3/17/2025	to	10/31/2025	=	33.00 weeks
POST-CONSTRUCTION ACTIVITIES:	11/3/2025	to	11/28/2025	=	<u>4.00 weeks</u>
			Total weeks	=	39.00 weeks

The following pages (manhour justification and fee estimate) are based on the above construction schedule. Any delay or extension in the construction that significantly extends the completion date shown above may require an extension to this Agreement and an increase in the estimated fees.

LABOR

PM/CE2

Preconstruction Activities	2 weeks	@	15 hours/week	=	<u>30 hours</u>
Regular time:	33 weeks	@	12 hours/week	=	<u>396 hours</u>
Post-construction Activities	4 weeks	@	8 hours/week	=	<u>32 hours</u>
PM/CE2 TOTAL HOURS				=	458 hours

Project Inspector 1

Preconstruction Activities	2 weeks	@	16 hours/week	=	<u>32 hours</u>
Regular time:	33 weeks	@	40 hours/week	=	<u>1,320 hours</u>
Overtime	1,320	@	10.0%	=	<u>132 hours</u>
Post-construction Activities	4 weeks	@	10 hours/week	=	<u>40 hours</u>
Project Inspector 1 TOTAL HOURS				=	1,524 hours

Project Inspector 2

Preconstruction Activities	2 weeks	@	- hours/week	=	<u>- hours</u>
Regular time:	33 weeks	@	24 hours/week	=	<u>792 hours</u>
Overtime	792	@	0.0%	=	<u>- hours</u>
Post-construction Activities	4 weeks	@	- hours/week	=	<u>- hours</u>
Project Inspector 2 TOTAL HOURS				=	792 hours

Direct Expenses:

Daily vehicle use:

Daily Vehicle Use PM/CE2: 33 weeks @ 3 days/week = 99 days

Daily Vehicle Use PI1: 33 weeks @ 5 days/week = 165 days

Daily Vehicle Use PI2: 33 weeks @ 2 days/week = 66 days

Total Days = 330 days

Equipment Usage:

Nuclear compaction gauge 3 weeks @ 5 days/week = 15 days

Concrete test kit 7 weeks @ 5 days/week = 35 days

**INSPECTION FEE SUMMARY
CONSTRUCTION INSPECTION SERVICES**

CLIENT: City of Sylvania
DESCRIPTION: LUC-Downtown Transp Impr Phs 1

		<u>Rate</u>	<u>Units</u>		<u>Fee</u>
PM/CE2		\$ 266.00	458	\$	121,828.00
Project Inspector 1	Regular time:	\$ 114.00	1,392	\$	158,688.00
	Overtime:	\$ 132.00	132	\$	17,424.00
Project Inspector 2	Regular time:	\$ 130.00	792	\$	102,960.00
	Overtime:	\$ 151.00	-	\$	-
Daily Vehicle Use		\$ 49.00	330	\$	16,170.00
Nuclear compaction gauge		\$ 35.00	15	\$	525.00
Concrete test kit		\$ 15.00	35	\$	525.00
SUB-TOTAL INSPECTION FEE					\$ 418,120.00
MATERIALS TESTING AND LAB SERVICES**					\$ 9,000.00
TOTAL FEE					\$ 427,120.00

** Includes asphalt plant monitoring

Hourly Rate Calculations

Instructions - Insert information in yellow highlighted cells only. On Sheet 2, input information to determine rates per classification. Hourly rates will be calculated automatically.

Last Revised
11/10/16

Agreement No.:
C-R-S:
Firm Name:

LUC-Downtown Transp Impr Phs 1
American Structurepoint, Inc.

Company Overhead:	187.89%
Average Overhead:	158.08%
Cost of Money:	0.85%
Net Fee %:	11%

The company records OT premium as:	ODC
Does the company anticipate billing overtime?	Yes

Classification	1.5X OT?	Avg. Raw Rate	Overhead	C.O.M	Net Fee	Computed Straight Time/OT Exempt Billing Rate ¹	Computed Overtime Billing Rate ^{1,2}
PM/CE2	No	\$84.00	\$157.83	\$0.71	\$23.85	\$266	N/A
PI1	Yes	\$36.00	\$67.64	\$0.31	\$10.22	\$114	\$132
PI2	Yes	\$41.00	\$77.03	\$0.35	\$11.64	\$130	\$151
	0 Yes					N/A	
	unknown					N/A	
	unknown					N/A	
	unknown					N/A	
	unknown					N/A	
	unknown					N/A	
	unknown					N/A	
	unknown					N/A	
	unknown					N/A	

¹ **Note:** Rounded the nearest dollar.

² **Note:** Inclusive of overtime premium, if company classifies OT premium as an other direct cost.
rev. 11/9/2016



100.

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

January 6, 2025

To: The Mayor and Members of Sylvania City Council

Re: **LUC-TR 77-0.54 (PID 116375) – Construction Management Services
Consultant Letter of Interest (LOI) Award**

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 construction management services for intersection improvements at Harroun Road and Ravine Drive (LUC-TR 77-0.54, PID 116375).


During the solicitation we received LOI's from three (3) firms. The Service Department reviewed, scored, and ranked the LOI's and selected American Structurepoint, Inc. as the most highly qualified firm. We subsequently entered into scope of services and fee negotiations and were provided a proposal in the amount of \$170,436 to complete the scope of work.

American Structurepoint has performed similar construction management services on the ODOT Local Public Agency (LPA) projects such as the Monroe Street and Harroun Road safety project (LUC-CR 4-9.77, PID 109598), the Monroe Street and Silica Drive improvements project (LUC-Monroe St. & Silica Dr. Upgrade, PID 107489), and the Main Street Reconstruction project (LUC-CR 1572-8.28, PID 111207).

This is an appropriated item in the 2025 budget, fund 401-7610-53609. We would recommend approval of the proposal in the amount of \$170,436 with American Structurepoint, Inc.

Please call with any questions.

Sincerely,



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

116b.

ORDINANCE NO. 9-2025

ACCEPTING THE PROPOSAL OF AMERICAN STRUCTUREPOINT, INC. TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES FOR THE HARROUN ROAD AND RAVINE DRIVE INTERSECTION IMPROVEMENT PROJECT; APPROPRIATING FUNDS THEREFORE IN AN AMOUNT NOT TO EXCEED \$170,436; AND DECLARING AN EMERGENCY.

WHEREAS, the plans for the Harroun Road and Ravine Drive Intersection Improvement Project are complete and are now on file with the Clerk of Council; and,

WHEREAS, at the August 19, 2024 meeting of Sylvania City Council, the Director of Public Service was authorized to solicit Letters of Interest from consultants to provide construction management services for the Harroun Road and Ravine Drive Intersection Improvement Project; and,

WHEREAS, the Director of Public Service, by report dated January 6, 2025, has received a proposal from American Structurepoint, Inc. to provide construction management services for the Harroun Road and Ravine Drive Intersection Improvement Project at a cost of \$170,436, and the Director of Public Service has recommended approval of that proposal.

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

SECTION 1. That the proposal of American Structurepoint, Inc. in the amount of One Hundred Seventy Thousand Four Hundred Thirty-Six Dollars (\$170,436.00) to provide construction management services for the Harroun Road and Ravine Drive Intersection Improvement Project is hereby approved and accepted.

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

SECTION 3. That to provide funds for said construction management services hereby authorized, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore appropriated to **Account No. 401-7610-53609 – Harroun & Ravine Intersection Improvements** an amount not to exceed One Hundred Seventy Thousand Four Hundred Thirty-Six Dollars (\$170,436.00).

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 construction management services should commence at the earliest possible time and therefore this Ordinance should be effective immediately. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2025, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date



AMERICAN
STRUCTUREPOINT
INC.

600 SUPERIOR AVENUE EAST, SUITE 1305
CLEVELAND, OHIO 44114
TEL 216.302.3694

October 14, 2024

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

RE: Fee Proposal for Consulting Services
PID 116375
Harroun Road / Ravine Drive Intersection Improvement
Construction Inspection, Administration and Material Testing Services

Dear Mr. Shaw:

American Structurepoint appreciates the opportunity to be of service to the City of Sylvania. Please find enclosed a copy of our fee proposal for construction administration, inspection and materials testing for the above-referenced project. The enclosed fee of \$170,436.00 is based on estimated costs for American Structurepoint to provide these services. An estimate of direct costs for materials testing and asphalt plant monitoring by Bowser Morner is included.

If you have any questions concerning the fee proposal, or if you need any additional information, please contact our Project Manager, Darren Schimmoeller, at your earliest convenience. Darren can be reached via phone at (419) 302-1745 or email at dschimmoeller@structurepoint.com.

Respectfully,
American Structurepoint, Inc.

Darren Schimmoeller, PE
Director of Development, Ohio Construction

Enclosures

DJS:djs

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PROJECT NARRATIVE
CONSTRUCTION ADMINISTRATION AND INSPECTION
LUC-TR77-0.54 – Ravine Dr. / Harroun Road Intersection

The scope of services will include all the services shown in the City of Sylvania Construction Administration, Inspection, and Materials Management Scope of Services included in Appendix A. American Structurepoint, Inc., will perform the following services necessary to provide the construction administration, inspection, and materials management for this project.

CONSTRUCTION INSPECTION TASKS

The following tasks will be performed for each stage of the construction project. Note: Durations are based on anticipated schedule and deadline information as presented at the pre-construction meeting.

1. Preconstruction Activities

Preconstruction activities will include taking preconstruction photos, attending the preconstruction meeting, public involvement (as requested), plan, specification and shop drawing submittal review, and PM software project setup. We anticipate the preconstruction activities will last for a period of 2 weeks. Anticipated labor includes the PM/CE2 at 12 hours/week and the Inspector at 15 hours/week.

2. Construction Activities

Construction activities will include complete construction administration, inspection, and materials management of the project from the first day of work through the final acceptance. We anticipate 16 weeks of actual construction activities with the labor for the PM/CE2 to be 10 hours/week and for the Project Inspector at 44 hours/week.

3. Post-Construction Activities

Post-construction activities will include all required project closeout documentation, as well as preparation of the final construction record to meet all federal requirements. We anticipate the post-construction activities will last for a period of 3 weeks. Anticipated labor during this time includes the PM/CE2 for 10 hours/week and the Project Inspector for 10 hours/week.

PROJECT DELIVERABLES

The project deliverables will include all required engineering, supervision, inspection, materials management, and documentation services in accordance with the Ohio Department of Transportation (ODOT) "Construction and Material Specifications." All construction engineering, inspection, and materials management services will be provided in accordance with the Construction Contract Administration Chapter of ODOT's Local Public Agency (LPA) procedures manual.

PROJECT MANAGEMENT

The American Structurepoint project manager will coordinate the work and provide oversight to keep the construction inspection tasks on schedule and within budget. A budget update will be provided to the City monthly.

**INSPECTION FEE JUSTIFICATION
MANHOURS BY CLASSIFICATION**

OWNER: City of Sylvania
DESCRIPTION: LUC-TR77-0.54
PID NUMBER: 116375
CONTRACTOR: Helms & Sons Excavating, Inc.
AWARD DATE: September 16, 2024
NOTICE TO PROCEED:
SUBSTANTIAL COMPLETION DATE: September 30, 2025
FINAL COMPLETION DATE:

PRECONSTRUCTION ACTIVITIES:	4/21/2025	to	5/2/2025	=	2.00 weeks
CONSTRUCTION ACTIVITIES	5/5/2025	to	8/22/2025	=	16.00 weeks
POST-CONSTRUCTION ACTIVITIES:	8/25/2025	to	9/12/2025	=	<u>3.00 weeks</u>
			Total weeks	=	21.00 weeks

The following pages (manhour justification and fee estimate) are based on the above construction schedule. Any delay or extension in the construction that significantly extends the completion date shown above may require an extension to this Agreement and an increase in the estimated fees.

LABOR

PM/CE2

Preconstruction Activities	2 weeks	@	12 hours/week	=	24 hours
Regular time:	16 weeks	@	10 hours/week	=	160 hours
Post-construction Activities	3 weeks	@	10 hours/week	=	30 hours
				PM/CE2 TOTAL HOURS	= 214 hours

Project Inspector

Preconstruction Activities	2 weeks	@	15 hours/week	=	30 hours
Regular time:	16 weeks	@	40 hours/week	=	640 hours
Overtime	640	@	10.0%	=	64 hours
Post-construction Activities	3 weeks	@	10 hours/week	=	30 hours
				Project Inspector TOTAL HOURS	= 764 hours

Preconstruction Activities:

Regular Time:	2 weeks	@	- hours/week	=	- hours
Construction Activities:					
Regular Time:	0.0 weeks	@	40 hours/week	=	- hours
Overtime	-	@	20.0%	=	- hours
Post-Construction Activities:					
Regular Time:	3 weeks	@	- hours/week	=	- hours
				0 REGULAR HOURS	= - hours
				0 OVERTIME HOURS	= - hours

Direct Expenses:

Daily vehicle use:

Daily Vehicle Use PM/CE2:	16 weeks	@	2 days/week	=	32 days
Daily Vehicle Use Project Inspec	16 weeks	@	5 days/week	=	80 days
Daily Vehicle Use Other Insp:	- weeks	@	6 days/week	=	- days
			Total Days	=	112 days

Equipment Usage:

Nuclear compaction gauge	2 weeks	@	3 days/week	=	6 days
Concrete test kit	5 weeks	@	2 days/week	=	10 days

**INSPECTION FEE SUMMARY
CONSTRUCTION INSPECTION SERVICES**

CLIENT: City of Sylvania
DESCRIPTION: LUC-TR77-0.54
PID NUMBER: 116375

		<u>Rate</u>	<u>Units</u>	<u>Fee</u>
PM/CE2		\$ 266.00	214	\$ 56,924.00
Project Inspector	Regular time:	\$ 130.00	700	\$ 91,000.00
	Overtime:	\$ 151.00	64	\$ 9,664.00
0	Regular time:	\$ -	-	\$ -
	Overtime:	\$ -	-	\$ -
Daily Vehicle Use		\$ 49.00	112	\$ 5,488.00
Nuclear compaction gauge		\$ 35.00	6	\$ 210.00
Concrete test kit		\$ 15.00	10	\$ 150.00
SUB-TOTAL INSPECTION FEE				\$ 163,436.00
MATERIALS TESTING AND LAB SERVICES**				\$ 7,000.00
TOTAL FEE				\$ 170,436.00

** Includes asphalt plant monitoring

Hourly Rate Calculations

Instructions - Insert information in yellow highlighted cells only. On Sheet 2, input information to determine rates per classification. Hourly rates will be calculated automatically.

Last Revised
11/10/16

Agreement No.:
 C-R-S: LUC-TR77-0.54; Ravine/Harroun
 Firm Name: American Structurepoint, Inc.

Company Overhead: 187.89%
 Average Overhead: 158.08%
 Cost of Money: 0.85%
 Net Fee %: 11%

The company records OT premium as: ODC
 Does the company anticipate billing overtime? Yes

Classification	1.5X OT?	Avg. Raw Rate	Overhead	C.O.M	Net Fee	Computed Straight Time/OT Exempt Billing Rate ¹	Computed Overtime Billing Rate ^{1,2}
PM/CE2	No	\$84.00	\$157.83	\$0.71	\$23.85	\$266	N/A
Project Inspector	Yes	\$41.00	\$77.03	\$0.35	\$11.64	\$130	\$151
	0 Yes					N/A	
	0 Yes					N/A	
	unknown					N/A	
	unknown					N/A	
	unknown					N/A	
	unknown					N/A	
	unknown					N/A	
	unknown					N/A	
	unknown					N/A	
	unknown					N/A	

¹ **Note:** Rounded the nearest dollar.

² **Note:** Inclusive of overtime premium, if company classifies OT premium as an other direct cost.
 rev. 11/9/2016



17

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

January 6, 2025

To: The Mayor and Members of Sylvania City Council

Re: **Silvertown Drive Waterline Improvements & Resurfacing Project**

Dear Mr. Mayor and Council Members:

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

The scope of work includes the replacement of the existing 8" waterline and a mill and asphalt resurfacing of Silvertown Drive between Alexis Road and Monroe Street. The resurfacing work also includes any necessary pavement repairs below the milled surface.

The estimated construction cost is \$945,137. This project was programmed into the 2025 budget and will be funded from the water account (701-7525-53501).

The Service Department will advertise for bids beginning on January 20, 2025 with a bid opening scheduled for February 10, 2025.

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

Sincerely,

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

ORDINANCE NO. 10-2025

REVISING THE ADMINISTRATIVE, DEPARTMENTAL AND DIVISIONAL ORGANIZATION OF THE CITY AND THE CODIFIED ORDINANCES THEREOF BY AMENDING SYLVANIA CODIFIED ORDINANCE CHAPTER 125 – DEPARTMENT OF PUBLIC SAFETY; AND DECLARING AN EMERGENCY.

WHEREAS, the Director of Public Safety and Chief of Police have recommended that the Police Division be restructured to provide for adequate staffing as a result of the Police Chief’s secretary’s retirement and also the handling of Sylvania Municipal Court Security by City of Sylvania Police Officers; and,

WHEREAS, the structure of the Department of Public Safety should be amended as set forth on the attached “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 Section 125.02 of the Codified Ordinances of Sylvania, 1979, as amended, be and it is, hereby further amended to read as set forth on the attached “Exhibit A” effective on and after January 7, 2025.

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 amendments to this Chapter and the staffing in the police division 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, _____, 2025, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

125.02 DIVISION OF POLICE.

The Chief of the Division of Police, to be called the Chief of Police, shall, under the Director of Public Safety, have exclusive control of the stationing and transfer of all police officers and other officers and employees constituting the police force, under such rules and regulations as the Director may promulgate from time to time. The Chief of Police shall have a police secretary whose duties he/she shall assign within the Division. The police force shall be composed of a Chief of the Division of Police; two captains, who shall be directed by and answerable to the Chief; seven sergeants, who shall be answerable to and assigned by the Chief; twenty-seven police officers and/or cadets, who shall be answerable to and assigned duties by the Chief of Police; three full-time Police Division Clerks from the period January 21, 2025 through January 31, 2025; thereafter, two full-time Police Division Clerks and one full-time Police Division Clerk II, all of whom shall be answerable to and assigned duties by the Chief of Police; and such additional personnel, both full-time and part-time as Council shall hereafter authorize. The Chief of Police may set up, combine and/or abolish and assign or reassign any member of the police force to, or withdraw therefrom, any of the following sections: Office of Community Affairs; Detective Bureau; Court Officer; Property and Evidence Room; Road Patrol. In the event of an emergency, the Mayor may appoint additional police officers and other officers for temporary service during the emergency.

(Ord. _____-2025. Passed _____-2025.)

RESOLUTION NO. 1 -2025

A RESOLUTION DESIGNATING THE CLERK OF COUNCIL AS THE MAYOR AND CITY COUNCIL’S DESIGNEE TO ATTEND TRAINING PROGRAMS AND SEMINARS ABOUT THE PUBLIC RECORDS LAW AS REQUIRED BY OHIO REVISED CODE SECTION 109.43; AND DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code Section 109.43 requires that all elected officials, except Judges, attend three hours of training per term of office about the Public Records Law; and,

WHEREAS, the Mayor and all members of Sylvania City Council wish to appoint the Clerk of Council as their designee for the purposes of attending all required training seminars and programs about the Public Records Law as required by Ohio Revised Code 109.43.

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

SECTION 1. That the Clerk of Council is hereby designated as the Mayor and all members of Sylvania City Council’s designee for the purposes of attending all training programs and seminars as required by Ohio Revised Code 109.43.

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

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

SECTION 4. That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the Clerk of Council should be designated as the Mayor and all members of Sylvania City Council’s designee for the purpose of attending all seminars and training programs required by Ohio Revised Code 109.43 at the earliest possible time. Provided this Resolution receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote on passage as an emergency measure: Yeas _____ Nays _____

Passed, _____, 2025, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date