

Sylvania City Council

March 3, 2025

6:00 p.m. Employee & Community Relations Committee Meeting
Sylvania Area Joint Recreation District Board of Trustees Vacancy

7:00 p.m. Streets Committee Meeting
Discussion on Roundabouts

7:30 p.m. Council Meeting
Agenda

1. Roll call: Mr. Hansen, Mr. Haynam, Mr. McCann, Mr. Murphy, Mr. Richardson, Ms. Stough, Mrs. Westphal.
2. Pledge of Allegiance to the United States of America led by Mr. Richardson.
3. Additions to the agenda.
4. Approval of the Council meeting minutes from February 18, 2025.
5. Introduction of new Sylvania City Police Officers: Tessa Gardella, Arin Hovey and Bryan Smith.
6. Executive Session – Potential Pending Litigation.
7. Centennial Sanitary Sewer Extension 2025 Project.
 - a. Service Director’s letter recommending contract award.
 - b. Proposed Ordinance No. 31-2025, Accepting the bid of Ohio Excavating and Sewer Contractors Corporation and awarding the contract for this project to same.
8. Silvertown Dr. Waterline Improvements & Resurfacing Project (2025).
 - a. Service Director’s letter recommending contract award.
 - b. Proposed Ordinance No. 32-2025, Accepting the bid of Ohio Excavating and Sewer Contractors Corporation and awarding the contract for this project to same.
9. Sewer Department Equipment Purchase.
 - a. Service Director’s letter recommending approval of the purchase.
 - b. Proposed Ordinance No. 33-2025, Authorizing the Mayor and Director of Finance to accept the proposal of Jack Doheny Company for the provision of one Liftgate Package for a new 2025 Closed Circuit Television Camera Truck for the Sewer Division.
10. Monroe-Main-Summit Traffic Signal Improvements Project.
 - a. Service Director’s letter recommending contract award.
 - b. Proposed Ordinance No. 34-2025, Accepting the bid of U.S. Utility Contractor and awarding the contract for this project to same.

11. Sylvania Avenue Pump Station Replacement Project.
 - a. Service Director's letter recommending approval of proposal.
 - b. Proposed Ordinance No. 35-2025, Accepting the proposal of Bowser Morner to provide professional geotechnical engineering services for this project.
12. City Administration Building Signage.
 - a. Service Director's letter on recommending proposal.
 - b. Proposed Ordinance No. 36-2025, Accepting the proposal of K2 Electric, LLC to provide and install lighting for the "Craig A. Stough Municipal Building" signage.
 - c. Proposed Ordinance No. 37-2025, Accepting the proposal of Toledo Sign to provide and install signage for "Craig A. Stough Municipal Building".
13. Proposed Ordinance No. 38-2025, Authorizing an agreement with American Fireworks Company for the Independence Day Celebration on July 3, 2025 at Centennial Terrace.
14. Proposed Ordinance No. 39-2025, Authorizing the Mayor and Director of Finance to enter into a Customer Supply Agreement for the provision of electric energy to residential and small commercial customers within the City of Sylvania.
15. Proposed Ordinance No. 40-2025, Authorizing the Mayor and Director of Finance to enter into a Master Services and Purchasing Agreement with Brinc Drones, Inc. for the provision of a Responder Safeguard Drone, Training and Support. (Referral to the Safety Committee).
16. Letter from Information Technology Manager requesting approval for obsolete equipment to be placed on GovDeals.com.
17. Committee reports.
 - a. Report from Employee & Community Relations Committee meeting held this date.
 - b. Report from Streets Committee meeting held this date.
18. Committee referrals.

INFORMATION

NONE

Minutes of the Meeting of Council
February 18, 2025

4

The Council of the City of Sylvania, Ohio met in regular session on February 18, 2025 at 7:30 p.m. with Mayor Frye in the chair. Roll was called with the following members present: Marcus Hansen, Doug Haynam, Brian McCann, Shawn Murphy, Patrick Richardson, Lyndsey Stough, Mary Westphal; (7) present; (0) absent.

Roll call:
All present.

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

Pledge of
Allegiance.

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

No additions to the agenda were made.

Additions to the
agenda.

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

Agenda approval.

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

Mrs. Westphal presented the February 18, 2025 regular meeting minutes. Mrs. Westphal moved, Mr. Murphy 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 February 18, 2025 be approved; roll call vote being: Westphal, Hansen, McCann, Richardson, Stough, Murphy, Haynam; (7) yeas; (0) nays. The motion carried.

Approval of
Feb. 18, 2025
Council meeting
minutes.

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

Mr. McCann presented and read aloud by title only, proposed Resolution No. 4-2025, "Approving the petition for Special Assessments for Special Energy Improvement Projects under Ohio Revised Code Chapter 1710; approving the necessity of acquiring, constructing, and improving certain public improvements in the City of Sylvania, Ohio in cooperation with the Northwest Ohio Advanced Energy Improvement District; and declaring an emergency; Mr. McCann moved, Mr. Richardson seconded for passage of Resolution No. 4-2025 as an emergency measure; roll call vote being: Westphal, Haynam, McCann, Murphy, Stough, Hansen, Richardson; (7) yeas; (0) nays. The motion carried.

Resolution No.
4-2025, "...
Approving
Petition for
Special
Assessments...
(PACE)"

Mayor Frye stated that Council will now consider agenda item 5b.

Mr. Haynam presented and read aloud by title only, proposed Ordinance No. 27-2025, "Determining to proceed with the acquisition, construction, and improvement of certain public improvements in the City of Sylvania, Ohio in cooperation with the Northwest Ohio Advanced Energy Improvement District; and declaring an emergency; Mr. Haynam moved, Ms. Stough seconded for passage of Ordinance No. 27-2025 as an emergency measure; roll call vote being: Westphal, Haynam, Murphy, Stough, McCann, Hansen, Richardson; (7) yeas; (0) nays. The motion carried.

Ordinance No.
27-2025, "...
Determining to
proceed... public
improvements...
(PACE)"

Minutes of the Meeting of Council
February 18, 2025

Mayor Frye stated that Council will now consider agenda item 5c.

Mr. Hansen presented and read aloud by title only, proposed Ordinance No. 28-2025, "Levying Special Assessments for the purpose of acquiring, constructing, and improving certain public improvements in the City of Sylvania, Ohio in cooperation with the Northwest Ohio Advanced Energy Improvement District; and declaring an emergency; Mr. Hansen moved, Mrs. Westphal seconded for passage of Ordinance No. 28-2025 as an emergency measure; roll call vote being: Haynam, Westphal, McCann, Murphy, Stough, Hansen, Richardson; (7) yeas; (0) nays. The motion carried.

Ordinance No. 28-2025, "... Levying Special Assessments... Public Improvements... (PACE)"

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

Service Director's letter requesting approval of the change order was placed on file. Mr. Richardson presented and read aloud by title only, proposed Ordinance No. 29-2025, "Authorizing the Mayor and Director of Finance to approve Change Order No. 2 to this City's agreement with Geddis Paving & Excavating for the Main Street Reconstruction Project to provide for changes in scope and project overruns and underruns; increasing the contract amount by \$18,718.93; appropriating funds therefore; and declaring an emergency; Mr. Richardson moved, Mrs. Westphal seconded for passage of Ordinance No. 29-2025 as an emergency measure; roll call vote being: Stough, Hansen, Westphal, Haynam, McCann, Murphy, Richardson; (7) yeas; (0) nays. The motion carried.

Ordinance No. 29-2025, "... Geddis Paving ...Change Order No. 2...Main Street..."

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

Safety Director's letter recommending approval of the purchase was placed on file. Mrs. Westphal presented and read aloud by title only, proposed Ordinance No. 30-2025, "Accepting the proposal of AvantGarb for the provision of a Leo the Lab Mascot Costume for the Sylvania Police Department; appropriating funds therefore in the amount of \$10,445; and declaring an emergency; Mrs. Westphal moved, Mr. Murphy seconded for passage of Ordinance No. 30-2025 as an emergency measure; roll call vote being: Haynam, Westphal, McCann, Murphy, Stough, Hansen, Richardson; (7) yeas; (0) nays. The motion carried.

Ordinance No. 30-2025, "... AvantGarb... Leo the Lab Mascot Costume... Police Dept..."

Minutes of the Meeting of Council
February 18, 2025

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

Ms. Stough moved, Mrs. Westphal seconded to grant authorization to advertise for bids on the Roof Replacements Project for 3 Pump Station Buildings on Maplewood, Main and Monroe Streets; roll call vote being: Stough, Hansen, Westphal, Haynam, McCann, Murphy, Richardson; (7) yeas; (0) nays. The motion carried.

Advertise for bids on Roof Replacements Project.

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

Mr. Richardson gave a brief report on the Streets Committee meeting held this date. Several community members spoke on concerns for pedestrian safety if the traffic light is removed at Maplewood and Main. Questions were raised on the data collected for the study; Joe Shaw answered their questions and provided clarification. It was stated that the goal of this project is to make our downtown safer.

Report on Streets Committee Meeting held this date.

Mayor Frye stated all agenda items have been addressed.

Mrs. Westphal moved, Mr. McCann seconded to adjourn at 8:01 p.m. Roll call vote being: Murphy, Westphal, Hansen, McCann, Stough, Richardson, Haynam; (7) yeas; (0) nays.

Adjournment.

Clerk of Council

Mayor



7a.

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

March 3, 2025

To: The Mayor and Members of Sylvania City Council

Re: **Bid Award – Centennial Sanitary Sewer Extension 2025 Project**

Dear Mr. Mayor and Council Members:

The Service Department requested City Council authorization to advertise for bids for the Centennial Sanitary Sewer Extension 2025 project at the January 21, 2025 meeting. The scope of work includes the installation of a new 8" sanitary sewer as an extension across Centennial Road at the Doyle Drive intersection to serve additional residents.

The published engineer's estimate was \$56,205.

The City received three (3) bids on February 18, 2025. The apparent low bidder was Ohio Excavating and Sewer Contractors Corporation from Holland, Ohio with a bid of \$61,185.00 (8.9% over estimate). The 2nd lowest bid received was from Geddis Paving & Excavating Inc. with a bid of \$73,521.00 (30.8% over estimate).

Ohio Excavating has performed work for the City in the past. They are usually our contractor of choice to help us with deeper excavations outside of our in-house capabilities on emergency related work (i.e. sanitary sewer tap repairs). Their last prime contractor work for the City was in 2014 on the Arbor Way Sanitary Sewer Project.

This project was included in our 2025 budget and would be funded from account 702-7540-53501. We recommend the construction contract be awarded to Ohio Excavating and Sewer Contractors Corp. in the amount of \$61,185.00. 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

76.

ORDINANCE NO. 31-2025

ACCEPTING THE BID OF OHIO EXCAVATING AND SEWER CONTRACTORS CORPORATION AND AWARDING THE CONTRACT FOR THE CENTENNIAL SANITARY SEWER EXTENSION 2025 PROJECT TO SAME; AUTHORIZING THE EXPENDITURE FOR THE IMPROVEMENTS IN THE AMOUNT OF \$61,185; APPROPRIATING FUNDS THEREFORE; AND DECLARING AN EMERGENCY.

WHEREAS, plans for the Centennial Sanitary Sewer Extension 2025 Project have been completed and are now on file with the Clerk of this Council; and,

WHEREAS, the Clerk of Council was authorized to advertise for bids at the January 21, 2025 meeting of Sylvania City Council and thereafter the Clerk advertised for bids, and the bids were opened on February 28, 2025, and thereafter, the Director of Public Service, by report dated March 3, 2025, stated that the engineer's estimate for the Centennial Sanitary Sewer Extension 2025 Project was \$56,205 and the following bids were received:

<u>BIDDERS</u>	<u>BID PRICE</u>
Ohio Excavating and Sewer Contractors Corporation	\$61,185.00
Geddis Paving & Excavating, Inc.	73,521.00
Jim Palmer Excavating, Inc.	78,645.64

WHEREAS, the three (3) bids offered by the above bidders meet all of the City's specifications and the Director of Public Service, by report dated March 3, 2025, has recommended acceptance of the lowest and best bid of Ohio Excavating and Sewer Contractors Corporation and that the contract for the Centennial Sanitary Sewer Extension 2025 Project be awarded to same.

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

SECTION 1. That the bid of Ohio Excavating and Sewer Contractors Corporation, Holland, Ohio for said Centennial Sanitary Sewer Extension 2025 Project, in the amount of Sixty-One Thousand One Hundred Eighty-Five Dollars (\$61,185.00), is hereby determined to be the lowest and best bid received and the same is hereby accepted.

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

SECTION 3. That to provide funds for said improvements hereby authorized, there is hereby appropriated from the **SEWER FUND** from funds therein not heretofore appropriated to **Account No. 702-7540-53501 – Utility Improvements**, the total sum of Sixty-One Thousand One Hundred Eighty-Five Dollars (\$61,185.00).

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

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

SECTION 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the bid of Ohio Excavating and Sewer Contractors Corporation should be accepted immediately so as to provide for the commencement of the Centennial Sanitary Sewer Extension 2025 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



8a.

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

March 3, 2025

To: The Mayor and Members of Sylvania City Council

Re: **Bid Award – Silvertown Drive Waterline Improvements & Resurfacing Project (2025)**

Dear Mr. Mayor and Council Members:

The Service Department requested City Council authorization to advertise for bids for the Silvertown Drive Waterline Improvements and Resurfacing project at the January 6, 2025 meeting. 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 published engineer's estimate was \$945,137.

The City received four (4) bids on February 18, 2025. The apparent low bidder was Ohio Excavating and Sewer Contractors Corporation from Holland, Ohio with a bid of \$939,320.75 (0.6% under estimate). The 2nd lowest bid received was from E.R. Zeiler Excavating, Inc. with a bid of \$997,811.25 (5.6% over estimate).

Ohio Excavating has performed work for the City in the past. They are usually our contractor of choice to help us with deeper excavations outside of our in-house capabilities on emergency related work (i.e. sanitary sewer tap repairs). Their last prime contractor work for the City was in 2014 on the Arbor Way Sanitary Sewer Project.

This project was included in our 2025 budget and would be funded from account 701-7525-53501. We recommend the construction contract be awarded to Ohio Excavating and Sewer Contractors Corp. in the amount of \$939,320.75. Please call with any questions.

Sincerely,

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

86.

ORDINANCE NO. 32-2025

ACCEPTING THE BID OF OHIO EXCAVATING AND SEWER CONTRACTORS CORPORATION AND AWARDING THE CONTRACT FOR THE SILVERTOWN DRIVE WATERLINE IMPROVEMENTS & RESURFACING PROJECT TO SAME; AUTHORIZING THE EXPENDITURE FOR THE IMPROVEMENTS IN THE AMOUNT OF \$939,320.75; APPROPRIATING FUNDS THEREFORE; AND DECLARING AN EMERGENCY.

WHEREAS, plans for the Silvertown Drive Waterline Improvements & Resurfacing Project have been completed and are now on file with the Clerk of this Council; and,

WHEREAS, the Clerk of Council was authorized to advertise for bids at the January 6, 2025 meeting of Sylvania City Council and thereafter the Clerk advertised for bids, and the bids were opened on February 18, 2025, and thereafter, the Director of Public Service, by report dated March 3, 2025, stated that the engineer's estimate for the Silvertown Drive Waterline Improvements & Resurfacing Project was \$945,137 and the following bids were received:

<u>BIDDERS</u>	<u>BID PRICE</u>
Ohio Excavating and Sewer Contractors Corporation	\$939,320.75
E.R. Zeiler Excavating, Inc.	997,811.25
Edward Kelly & Sons, Inc.	1,016,896.00
Salenbien Trucking and Excavating	1,110,180.30

WHEREAS, the four (4) bids offered by the above bidders meet all of the City's specifications and the Director of Public Service, by report dated March 3, 2025, has recommended acceptance of the lowest and best bid of Ohio Excavating and Sewer Contractors Corporation and that the contract for the Silvertown Drive Waterline Improvements & Resurfacing Project be awarded to same.

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

SECTION 1. That the bid of Ohio Excavating and Sewer Contractors Corporation, Holland, Ohio for said Silvertown Drive Waterline Improvements & Resurfacing Project, in the amount of Nine Hundred Thirty-Nine Thousand Three Hundred Twenty and 75/100 Dollars (\$939,320.75), is hereby determined to be the lowest and best bid received and the same is hereby accepted.

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

SECTION 3. That to provide funds for said improvements hereby authorized, there is hereby appropriated from the **WATER FUND** from funds therein not heretofore appropriated to **Account No. 701-7525-53501 – Utility Improvements**, the total sum of Nine Hundred Thirty-Nine Thousand Three Hundred Twenty and 75/100 Dollars (\$939,320.75).

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

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

SECTION 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the bid of Ohio Excavating and Sewer Contractors Corporation should be accepted immediately so as to provide for the commencement of the Silvertown Drive Waterline Improvements & Resurfacing 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.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date



9a.

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

March 3, 2025

To: The Mayor and Members of Sylvania City Council

Re: **Sewers Department Equipment Purchase – CCTV Camera Truck**

Dear Mr. Mayor and Council Members:

The Sewers Department has requested to purchase a new vehicle/piece of equipment for the Department. They would like to purchase a new Closed-Circuit Television (CCTV) Camera Truck at a cost of \$375,302.27 from Jack Doheny Company located in Northville, Michigan 48167.

Our existing CCTV system is one of the most critical pieces of equipment in the Department. It gives us the ability to inspect our sewer systems to find blockages and obstructions. Our existing camera system was purchased in the early 2000's and is a small portable system that is over 20 years old. It was housed in an early 2000's box truck, but in 2022 this truck was removed from the fleet and the portable system was shifted into a newly purchased box truck that houses our service related equipment (confined space entry, pump station maintenance, and general-purpose items).

The Sewers Department would like to purchase a new standalone truck/camera system. The truck would be a Ford E450 chassis that is outfitted with a rear enclosure that will house a new IBAK camera system that is capable of digitally recording inspections. It will also provide us with an enhanced capability (lateral launching) which will provide us the ability to view and inspect outside of the mainline sewer and into the service lateral. Our existing system does not have this capability.

The purchase of this vehicle/equipment was programmed into the 2025 budget and would be funded from account 702-7540-53405. We recommend the purchase of the CCTV Camera Truck from Jack Doheny Company located in Northview, Michigan in the amount of \$375,302.27. Please call with any questions.

Sincerely,

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

96.

ORDINANCE NO. 33-2025

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ACCEPT THE PROPOSAL OF JACK DOHENY COMPANY FOR THE PROVISION OF ONE LIFTGATE PACKAGE FOR A NEW 2025 CLOSED CIRCUIT TELEVISION CAMERA TRUCK FOR THE SEWER DIVISION, DEPARTMENT OF PUBLIC SERVICE; APPROPRIATING \$375,302.27 THEREFORE; AND DECLARING AN EMERGENCY.

WHEREAS, the Sewer Division has requested a new Closed Circuit Television Camera Truck which will enable the division to inspect the City's sewer systems to find blockages and obstructions in the sewer system; and,

WHEREAS, the Director of Public Service has received a proposal from Jack Doheny Company for the provision of a new closed circuit television camera truck which includes a Ford E450 Chassis, with a rear enclosure that will house a new IBAK camera system that is capable of digitally recording inspections and the new system also has the capability to view and inspect outside of the mainline sewer and into the service lateral at a cost of \$375,302.27; and,

WHEREAS, the Director of Public Service, by report dated March 3, 2025, has recommended acceptance of the proposal of Jack Doheny Company to purchase a new closed circuit television camera truck for the Sewer Division, Department of Public Service.

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 the Director of Finance be, and they hereby are, authorized to sign the proposal of Jack Doheny Company on behalf of this City, thereby indicating such approval and acceptance for the provision of a liftgate package for the Sewer Division, Department of Public Service.

SECTION 2. That the Mayor and Director of Finance be, and hereby are, authorized and directed to sign any and all instruments and to do any and all things necessary to complete said purchase.

SECTION 3. That, upon receipt of the closed circuit television camera truck, the Director of Finance is hereby authorized to issue his warrant or warrants in payment therefore from the **SEWER FUND** from funds therein not heretofore appropriated to **Account No. 702-7540-53405 – Equipment**, the total sum of Three Hundred Seventy-Five Thousand Three Hundred Two and 27/100 Dollars (\$375,302.27).

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 proposal for said closed circuit television camera truck should be approved immediately so that the purchase can be made 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.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date



Date: 1/22/25
Branch: 1400



Sourcewell Contract #120721-RVL

CUSTOMER: City of Sylvania
ADDRESS: 6730 Monroe St Division of Treasury
CITY, STATE, ZIP: Sylvania, OH 43560
PHONE: 419-885-8956
EMAIL: _____
ATTN: _____

CRM ID: 20785
RapidView ID: 31631
JDC ID: 01.2025.Sylvania.01 31631

TEAMJDC.COM

Type	Product #	Description	Price	Quantity	Price / Unit
Rapid View Chassis	VZ000700	Ford E450 GAS CHASSIS for 14' BOX , 158" WB, 7.3L V8 Premium Rated Engine, 6-Speed Auton	\$ 52,075.44	1	\$ 52,075.44
Rapid View Build Out Options	VZ000620	Inspection Conversion for 14' Commercial RapidView FRP Box or Trailer	\$ 27,669.60	1	\$ 27,669.60
	VZ000601	FRP Cargo 14', Box	\$ 20,820.24	1	\$ 20,820.24
	VZP000100	Generator Gas 5.5Kw, 120VAC	\$ 8,294.40	1	\$ 8,294.40
	VZ000817	Powered Retractable Rear Canopy	\$ 3,942.00	1	\$ 3,942.00
	VZM000102	Monitor, 22" Widescreen	\$ 2,527.20	3	\$ 842.40
	VZ000311	KW Reel cabinet, (Long Version for LISY (W-22", L-47" & H-35")), with a slide out tray for the L	\$ 2,296.08	1	\$ 2,296.08
	VZ000712	Wall-Mount Electric Heater	\$ 920.16	1	\$ 920.16
	VZ3POLEBRACKET	Fiberglass Pole Bracket	\$ 312.12	1	\$ 312.12
	VZM000104	Monitor Mount - Double	\$ 307.80	1	\$ 307.80
Camera Cable	80072200	FOX2 FO4 HD 4K Camera Cable Type 00/20	\$ 14,354.55	1	\$ 14,354.55
Camera Head Accessories	V000021	Lowering Poles for Tractors	\$ 908.55	1	\$ 908.55
	901601040	Pressure Test Set	\$ 529.20	1	\$ 529.20
Cutter System and Accessories	V4702467	VM4C9 Full HD MPEG Encoder Card	\$ 3,618.00	1	\$ 3,618.00
HD Systems	V9063056	LISY 4.2 SD for HD Lateral Launch Module Package w/o Cable	\$ 67,230.00	1	\$ 67,230.00
	V9049001	T76 HD TRACTOR	\$ 23,822.10	1	\$ 23,822.10
	V9040013	HD Camera Base Module for T76/86 Tractor	\$ 6,683.85	1	\$ 6,683.85
	V9063001	HD LISYCam Color Observation Camera Complete for HD LISY 4.1/4.2	\$ 2,940.30	1	\$ 2,940.30
Reels	V8029020	KW505 FO2 4K Synchronized Power Cable Reel	\$ 38,357.55	1	\$ 38,357.55
Reel Accessories	900300130	Cable Deflection KUV3	\$ 1,402.65	1	\$ 1,402.65
	802617031	Cable Deflection Pulley KW305/505	\$ 1,150.20	1	\$ 1,150.20
	800500841	KW Reel foot-operated winch switch (KW505, 310 and 305)	\$ 1,080.00	1	\$ 1,080.00
	904350020	Cable Deflection Pulley KUV 2.7 with rope and holder (50ft of rope)	\$ 756.00	1	\$ 756.00
	904301132	GUIDE PULLEY 1 FOR THE TOP MANHOLE ROLLER (This is for the KUV3 with the bigger inside c	\$ 709.47	1	\$ 709.47
Standard Cameras	V0494050	ORION 3.0 Zoom HD/SD Adaptive PAN & TILT CAMERA	\$ 22,026.60	1	\$ 22,026.60
	904055000	Adapter 8 HD - 10 HD	\$ 2,266.65	1	\$ 2,266.65
T76 Tractor and Accessories	V1971003	B57-10X Vehicle Mounted Control	\$ 33,297.75	1	\$ 33,297.75
	904116031	Remote Elevator for T76/86	\$ 7,811.10	1	\$ 7,811.10
	900406691	High-Traction Tungsten Carbide Wheels for 8" and up	\$ 1,540.35	1	\$ 1,540.35
	904401491	High-Traction Tungsten Carbide Wheels for 6" and up	\$ 1,452.60	1	\$ 1,452.60
	900406690	Pneumatic Tires for T76/86 KRA75/85 PANORAMO and LISY (Grey)	\$ 1,439.10	1	\$ 1,439.10
	10TS7M	10 Inch Touch Screen	\$ 664.47	1	\$ 664.47
	GV-N710D3-2GL	Graphics Card With HDMI Output	\$ 91.80	1	\$ 91.80
	RAM-201U-B	Double Socket Arm - C Size Short	\$ 48.49	1	\$ 48.49
	RAM-2461U	VESA 75 Mounting Plate With Ball - C Size	\$ 41.31	1	\$ 41.31
	RAM-TRACK-EXA-9BU	9BU 9" Modulare Aluminum Black Tough Track	\$ 38.07	1	\$ 38.07
	RAP-354U-TRA1	Track Ball With T-Bolt Attachment - C Size	\$ 35.75	1	\$ 35.75
Lateral Launch System	V9057003-5	*Standard Detachable*	\$ 4,301.10	1	\$ 4,301.10
	803021301	LISY Synchron Soft Camera Cable	\$ 3,370.95	1	\$ 3,370.95
	905302331	LISY 3.1 / HEK 10.61 LIFT HOLSTER	\$ 441.45	1	\$ 441.45
Computer Systems	VSP00200	IBAK EVOLUTION - VEHICLE	\$ 15,795.00	1	\$ 15,795.00
	V0001017	19" Industrial PC	\$ 6,434.64	1	\$ 6,434.64
	IKAS Evolution Support	IKAS Evolution Support	\$ 1,010.88	1	\$ 1,010.88
Sale Price			\$ 384,815.52		
Sourcewell Discount (4%)			\$ (15,392.62)		
Subtotal			\$ 369,422.89		
Freight / PDI			\$ 879.38		
Equipment Training (2 Days)			\$ 5,000.00		
Final Sale Price			\$ 375,302.27		



104.

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

March 3, 2025

To: The Mayor and Members of Sylvania City Council

Re: **Bid Award – Monroe-Main-Summit Traffic Signal Improvements Project**

Dear Mr. Mayor and Council Members:

The Service Department requested City Council authorization to advertise for bids for the Monroe-Main-Summit Traffic Signal Improvements Project at the January 21, 2025 meeting. The scope of work will update signal operations and equipment at both intersections, add pedestrian signal accommodations at Summit Street, and improve the truck turning radius at the northeast quadrant of Summit Street. The published engineer's estimate was \$476,535.

The City received two (2) bids on February 25, 2025. The apparent low bidder was U.S. Utility Contractor from Perrysburg, Ohio with a bid of \$502,082.70 (5.4% over estimate). The 2nd lowest bid received was from Perram Electric, Inc. with a bid of \$508,000.00 (6.6% over estimate).

U.S. Utility has not been a prime contractor for the City on a traffic signal project, but they have been the prime contractor for ODOT on the LUC-184-0.30 (PID 107164) signal replacement project in 2019 which fully replaced the traffic signal at Alexis Road and Elliott Drive. They also were the traffic signal subcontractor to Geddis Paving on the LUC-CR 1572-8.28 (PID 111207) project in 2024 on Main Street which replaced the existing traffic signal at St. Joe's and converted it to a pedestrian hybrid beacon.

This project was included in our 2025 budget and would be funded from account 223-7611-53503. As a reminder, a portion of this project is funded with Ohio Public Works Commission (OPWC) grant monies in the amount of \$92,877.

We recommend the construction contract be awarded to U.S. Utility Contractor from Perrysburg, Ohio in the amount of \$502,082.70. Please call with any questions.

Sincerely,

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

106.

ORDINANCE NO. 34-2025

**ACCEPTING THE BID OF U.S. UTILITY CONTRACTOR AND
AWARDING THE CONTRACT FOR THE MONROE-MAIN-SUMMIT
TRAFFIC SIGNAL IMPROVEMENTS PROJECT TO SAME;
AUTHORIZING THE EXPENDITURE FOR THE IMPROVEMENTS IN
THE AMOUNT OF \$502,082.70; APPROPRIATING FUNDS
THEREFORE; AND DECLARING AN EMERGENCY.**

WHEREAS, plans for the Monroe-Main-Summit Traffic Signal Improvements Project have been completed and are now on file with the Clerk of this Council; and,

WHEREAS, the Clerk of Council was authorized to advertise for bids at the January 21, 2025 meeting of Sylvania City Council and thereafter the Clerk advertised for bids, and the bids were opened on February 25, 2025, and thereafter, the Director of Public Service, by report dated March 3, 2025, stated that the engineer's estimate for the Monroe-Main-Summit Traffic Signal Improvements Project was \$476,535 and the following bids were received:

<u>BIDDERS</u>	<u>BID PRICE</u>
U.S. Utility Contractor	\$502,082.70
Parram Electric, Inc.	508,000.00

WHEREAS, the two (2) bids offered by the above bidders meet all of the City's specifications and the Director of Public Service, by report dated March 3, 2025, has recommended acceptance of the lowest and best bid of U.S. Utility Contractor and that the contract for the Monroe-Main-Summit Traffic Signal Project be awarded to same.

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

SECTION 1. That the bid of U.S. Utility Contractor, Perrysburg, Ohio for said Monroe-Main-Summit Traffic Signal Project, in the amount of Five Hundred Two Thousand Eighty-Two and 70/100 Dollars (\$502,082.70), is hereby determined to be the lowest and best bid received and the same is hereby accepted.

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



11a.

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

March 3, 2025

To: The Mayor and Members of Sylvania City Council

Re: **Sylvania Avenue Pump Station Replacement Project**
Professional Geotechnical Engineering Services Proposal

Dear Mr. Mayor and Council Members:

At the December 16, 2024 meeting City Council authorized the engineering services contract for Fishbeck for the replacement of the sanitary sewer pumping station for the Sylvania Avenue service area (Ord. 137-2024). The contract award amount was \$194,900.

Phase 2 Services in their engineering contract for Preliminary Design included coordination work with a geotechnical firm to provide soil boring, excavation, dewatering, and foundation recommendations inclusive in a finished report. However, the contract with the geotechnical firm was not included in the Fishbeck proposal with an assumption it would be paid and administered directly with the City.

Fishbeck has completed their geotechnical engineering proposal review work and has recommended these services be provided by Bowser-Morner from Toledo, Ohio in the amount of \$8,792.

The geotechnical engineering fee was not included in the 2025 budget, but the Service Department is recommending an appropriation from the same account used for the engineering design work with Fishbeck (702-7540-53501).

We recommend approval of the geotechnical engineering proposal in the amount of \$8,792 with Bowser-Morner. Please call with any questions.

Sincerely,

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

116.

ORDINANCE NO. 35-2025

ACCEPTING THE PROPOSAL OF BOWSER MORNER TO PROVIDE PROFESSIONAL GEOTECHNICAL ENGINEERING SERVICES FOR THE SYLVANIA AVENUE PUMP STATION REPLACEMENT PROJECT; APPROPRIATING FUNDS THEREFORE IN AN AMOUNT NOT TO EXCEED \$8,792; AND DECLARING AN EMERGENCY.

WHEREAS, Ordinance No. 137-2024, passed December 16, 2024, authorized the Mayor and Director of Finance to enter into an Agreement with Fishbeck to provide professional engineering services for the Sylvania Avenue Pump Station Replacement Project; and,

WHEREAS, Phase 2 in Fishbeck's engineering contract for preliminary design includes coordination work with a geotechnical firm to provide soil boring, excavation, dewatering, and foundation recommendations; and,

WHEREAS, the contract with the geotechnical firm was not included in the Fishbeck proposal; and,

WHEREAS, Fishbeck has completed their geotechnical engineering proposal review work and has recommended that the City accept the proposal of Bowser Morner to provide said services; and,

WHEREAS, the Director of Public Service, by report dated March 3, 2025, has received the proposal from Bowser Morner to provide professional geotechnical engineering services for the Sylvania Avenue Pumping Station Replacement Project at a cost of \$8,792, 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 Bowser Morner in the amount of Eight Thousand Seven Hundred Ninety-Two Dollars (\$8,792.00) to provide professional geotechnical engineering services for the Sylvania Avenue Pump Station Replacement 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 professional geotechnical engineering services hereby authorized, there is hereby appropriated from the **SEWER FUND** from funds therein not heretofore appropriated to **Account No. 702-7540-53501 – Utility Improvements** an amount not to exceed Eight Thousand Seven Hundred Ninety-Two Dollars (\$8,792.00).

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

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2025, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council
APPROVED:

Director of Law

Mayor

Date



ENGINEERING & ENVIRONMENTAL SERVICES

1419 Miami Street
Toledo, Ohio 43605-3314
p. 419.691.4800
www.bowser-morner.com

February 26, 2025

City of Sylvania
Attention: Mr. Joe Shaw
6730 Monroe Street
Sylvania, Ohio 43560

ishaw@cityofsylvania.com

Re: Soil Exploration
Proposed Sylvania Avenue Pump Station
Rehabilitation
City of Sylvania
Sylvania, Lucas County, Ohio
Quote No. T-25-28312-018-Revised

Dear Mr. Shaw:

In accordance with your request, Bowser-Morner, Inc. (BMI) is pleased to submit the following proposal for a soil exploration at the above-referenced site. This proposal discusses our understanding of the project, presents our scope of services, and provides our lump sum cost.

1.0 PROJECT INFORMATION

1.1 Understanding of Project

Our understanding of the project is based on information provided by Mr. Kevin Aller of Fishbeck in his email communication of February 19, 2025.

1.2 General Description of the Project

It is our understanding that the scope of services includes one soil boring as requested at the location of the existing Sylvania Avenue pump station. We understand that the wet well of pump station will be approximately 40 feet deep and will likely be a circular structure 8 to 10 feet in diameter.

1.3 Anticipated Suitability for Foundation Support

We anticipate our soil exploration will confirm that soil at this site will consist of sandy soil over glacial till which will be satisfactory for support of this structure on a system of mat foundation.

The presence of uncontrolled fill deposits may complicate conventional shallow foundation support at this site.

Civil & Geotechnical
Engineering

Environmental
Consulting

Construction QA/QC &
Special Inspections

Analytical, Construction Materials &
Geotechnical Laboratories

Dayton, OH • Toledo, OH • Springfield, IL

2.0 SCOPE OF SERVICES

BMI has been requested to supply the following geotechnical engineering design parameters:

Structural Engineering Recommendations:

- Site Seismic Classification
- A recommended mat foundation type appropriate for the soil conditions and structural loads.
- A net allowable bearing pressure for the recommended foundation type that will produce tolerable settlements ($\pm 1"$ maximum total settlement, $\pm \frac{1}{2}"$ differential settlement).
 - Estimated total and differential settlements, if different than above.
- Restrained and unrestrained active lateral soil pressure coefficients, passive lateral soil pressure coefficient.
- Corrosively with respect to ductile iron or steel pipe.
- Provide soil friction coefficient.

2.1 Field Exploration

To accomplish the above project objectives, BMI will perform one soil test boring as requested. The borings will be drilled to a depth of 50 feet or auger-refusal whichever is encountered first. Soil sampling will be accomplished utilizing Standard Penetration samplers in accordance with ASTM D1586. Standard penetration samples will be taken at 5-foot intervals. At the completion of drilling, groundwater observations will be made, and the borings will be backfilled with soil cuttings.

BMI will notify OUPS service of our intent to perform subsurface investigations on the site and we will avoid making subsurface penetrations in any areas where underground utilities or structures exist and where such underground utilities and structures are clearly identified and located. **PLEASE NOTE: OUPS participants and non-participating utilities are not required to identify and locate underground utilities on private property that is not part of that utility's easement.** Consequently, you and the property owner (if not you) must agree to identify, either in the field or on accurate drawings, all underground utilities and structures on site that are not within a legally recognized utility easement. BMI shall have no liability for damage to, or repair of, any unidentified or mislocated utilities or structures.

Similarly, it is important that due to the size and weight of the subsurface exploration equipment and support vehicles, some damage to landscaped areas or weak pavements is possible. Except in the case of BMI's gross negligence, BMI shall have no liability for such damage or its repair.

2.2 Laboratory Services

In our laboratory, soil samples obtained from the site will be visually examined and classified by a geotechnical engineer. Selected soil samples will be tested for moisture content, as well as soil classification tests, to determine the grain size distribution and Atterberg limits, unit weight, unconfined compressive strength of selected samples, and strength indication tests as appropriate. Selected composite samples will also be tested for corrosivity parameters, pH, sulfate, chlorides and laboratory resistivity testing.



2.3 Geotechnical Analysis and Report

At the completion of field and laboratory testing, an engineering report will be prepared that is intended to provide the architect/engineer with geotechnical design parameters for implementation into foundation plans and specifications. The engineering report will include:

- A discussion of the field work and laboratory testing performed for the study.
- A discussion of the subsurface and groundwater conditions encountered in the borings, and how they may affect the proposed construction.
- Recommendations for the type of foundations that are most appropriate for the soil and structural loading conditions, including the recommended net allowable bearing pressure.
- Earthwork recommendations.
- Recommendations for slabs on-grade.
- Boring logs and a boring location plan showing the general arrangement of the project site and the locations of the boreholes.
- Laboratory test results.

Any limitations, restrictions of our analyses or conclusions, or unknown conditions that need to be evaluated further during the construction phase will be further detailed in the geotechnical report. It will be important to review the report in its entirety and to retain BMI to complete any recommended services during the construction phase to ensure that our recommendations are properly completed.

3.0 REQUIRED INFORMATION

We expect to be provided with copies of any information you have concerning the site that may be pertinent to our study. Such information includes, but is not limited to: previous subsurface investigation reports, current and historic topographic maps or aerial photographs, reports and test results on any fill materials placed on the site, locations and depths of buried utilities or structures, locations and design loads of intended construction.

We will rely on any information you provide; however, this proposal does not include research to establish the accuracy or completeness of provided information. We will return any documents you provide if requested to do so.

BMI cannot divulge any information from reports, applications, or test results to any person or company who is not our client on this project without the expressed written consent of our client. Hence, we request you complete the enclosed **Report Distribution Form** (please include email addresses) if you need any other company or person to receive a copy of the reports, applications, or test results on this project.

4.0 SCHEDULE & COST

Based on BMI's understanding of the site and the project, the estimated lump sum fee to perform the above-described professional services, including mobilization, field and laboratory testing, and an engineering report, is \$8,792.00.

Following delivery of the final report, BMI's fees will be invoiced on a lump sum basis for the soil exploration project as described above. BMI will not exceed the fee estimates presented herein without your prior approval.

Upon receipt of your authorization, we will immediately schedule work on this project. We can begin the fieldwork within two weeks following authorization. We anticipate that the fieldwork will take one day to complete. Standard geotechnical laboratory turnaround time is about one week. Drafting the engineering report will require about two week following the completion of our fieldwork. We can provide preliminary recommendations shortly after drilling operation if needed.

It should be noted that this quotation expires 90 days from the date of this document. Subsequent to this time period, BMI reserves the right to review and, if necessary, revise the scope of work, costs, scheduling, or other associated items.

5.0 PAYMENT

It is our understanding at this time that **City of Sylvania** will be our client and that our fees will be paid no later than 30 days after invoice submittal. Interest charges (1.5% per month) will apply to balances older than 30 days. BMI will issue invoices monthly.

If you have not previously established an account with BMI, the enclosed **Credit Application** must be completed and returned with the **Proposal Acceptance Sheet** (see Section 7.0 below), and/or our estimated fee must be prepaid in part or in whole. For your convenience, payment of invoices may be made by credit card. Please contact our office if other arrangements are necessary.

We understand that invoices will be issued to:

City of Sylvania
Attention: Mr. Joe Shaw
6730 Monroe Street
Sylvania, Ohio 43560

If the information listed above is incorrect, please include the correct billing address and contact name when you return the signed contracts to us.

6.0 QUALIFICATIONS

We believe the scope of services outlined above is the minimum necessary to provide the required professional services and design recommendations. We would be pleased to discuss the scope of work more thoroughly with you should you feel differently or if we have misunderstood your request for quotation. In the event that unusual or unexpected conditions are found to exist that will require additional services, testing, or borings, we will notify you prior to proceeding with any additional work.



Please note that payment of our invoice is not contingent upon site/transaction closure or permitting with financial, regulatory, or real estate institutions or agencies.

In addition to the services outlined in this proposal, it is important to recognize services that are not included in the above scope of services. The following services are not included in this proposal:

- Design of pavements and retaining walls.
- Preparation of bid documents or construction cost estimates.
- Evaluation of this or adjacent properties with regard to environmental- or wetlands-related issues. (If an environmental or wetlands study is required, BMI would be pleased to provide an additional proposal.)
- Foundation plan review.
- Additional engineering or report revisions due to design changes
- Site meetings or site visits subsequent to field exploration.
- Construction observation and field testing services.

To reduce the possibility that recommendations of our geotechnical report are improperly interpreted, BMI should be retained prior to building permit application to review:

- 1. Structural foundation plans.**
- 2. Civil site work and utility plans.**

These reviews can help to identify issues that may adversely impact construction schedules and budgets before they result in claims.

We also recommend that BMI be retained to provide construction observation and testing services. Regardless of the thoroughness of a subsurface exploration, the actual soil and groundwater conditions encountered during construction may vary from those encountered in the borings. Nothing can be done to prevent unanticipated soil conditions, but steps can be taken to reduce their effects. One of the most important steps is to retain the geotechnical engineering firm of record to provide construction monitoring and field testing. If BMI is not retained to provide these services, we cannot be liable for misinterpretation of our recommendations or construction-related foundation problems.

The described scope of services was developed to address your request for proposal, and is not designed to completely evaluate site conditions. If additional engineering or scientific consultation is required, BMI can provide these services through a Change Order or under a new proposal.

7.0 AUTHORIZATION

This quotation is an offer by BMI to provide the services described at the price(s) quoted herein. This offer is valid for ninety (90) days and expressly includes the terms and conditions in the enclosed **Proposal Acceptance Sheet**.

Our offer may be accepted in any manner you deem expedient including but not limited to: signing and returning a copy of the **Proposal Acceptance Sheet**; sending to BMI any written correspondence that refers to the services and/or the prices quoted, and authorizes us to commence with the services; orally



authorizing us to commence with the services; acceptance of, or reliance on, any reports of the services that we issue. Any of the preceding actions on your part shall be deemed acceptance. We must have terms and conditions in place for the project before we will begin work or arrive on site.

We understand that your business processes may require you to issue purchase orders or other standard forms that facilitate payment of our invoices. Any terms in such forms that purport to modify, alter, supplement, change or supersede the terms and conditions of this offer are hereby rejected.

We appreciate your request for this proposal and are available to answer any questions or concerns. If you have any questions, or if we can help you in any way, please call Ahmad Rashid at 419-691-4800, extension 231.

Respectfully submitted,
BOWSER-MORNER, INC.



Ahmad K. Rashid, P.E.
Chief Geotechnical Engineer
Manager, Toledo Engineering &
Environmental Services

AKR:kko

Attachments: Report Distribution Form
Proposal Acceptance Sheet

This document has been provided in an electronic format to expedite delivery of results and/or recommendations to Bowser-Morner's Client. Because electronic files can be altered, if there is any question about the validity of the document you are reviewing, please contact our office to view the reference copy of the document stored at 1419 Miami Street, Toledo, Ohio 43605



Work Scope Description	Unit	Quantity		
Number of Borings (Set up)	Each	6		
Total Feet of Boring	Feet	240*		
Standard Penetration Test	Each	42		
Shelby Tube	Each	0		
Stake Borings & Elevations	Lump Sum	0		
Mobilization	Lump Sum	1		
NW Rock Core	Feet	0		
Traffic Control	Man-Hour	0		
Clear Utilities	Hour	1		
ATV Rig	Day	3		
Laboratory Analysis				
Moisture Content Determination	Each	42		
Unified Classification Test	Each	2		
Atterberg Limits Test Only	Each Set	2		
Unconfined Compression Test	Each	7		
Unconfined Compression Test-Rock	Each	6		
Corosivity Test	Each	1		
Unconfined Compression Test-ST	Each	3		
Other		0		
Engineering Services				
Soil Report	Lump Sum	1		
Extra Work Units:				
Chief Engineer	Hour			
Senior Engineer II	Hour			
Engineer I	Hour			
Technical Writer	Hour			
Drafter	Hour			
Word Processor	Hour			
Subtotals				
	TOTAL			\$8,792.00



REPORT DISTRIBUTION FORM

Project Description: _____

Project Site Street Address: _____

City: _____ State: _____ Site Phone: _____ Contact: _____
(Please include area code) (Name)

I WANT TO RECEIVE MY BOWSER-MORNER (BMI) REPORTS VIA: E-Mail -OR- Web -OR- Mail

Company: _____ Attn: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone No.: _____ Email: _____
(Please include area code)

Reports to Receive: All Soils Concrete Mortar Steel Asphalt Geotechnical/Engineering Environmental

Does Client authorize Bowser-Morner to release concrete test results directly to the supplying concrete producers on this project? YES -OR- NO

Authorizing Person: _____
Signature and Title Date

Additional Business Parties Authorized to Receive Project Reports

BMI IS AUTHORIZED TO DISTRIBUTE REPORTS TO THIS PARTY VIA: E-Mail -OR- Web -OR- Mail

Business Party: _____ Attn: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone No.: _____ Email: _____
(Please include area code)

Reports to Receive: All Soils Concrete Mortar Steel Asphalt Geotechnical/Engineering Environmental

BMI IS AUTHORIZED TO DISTRIBUTE REPORTS TO THIS PARTY VIA: E-Mail -OR- Web -OR- Mail

Business Party: _____ Attn: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone No.: _____ Email: _____
(Please include area code)

Reports to Receive: All Soils Concrete Mortar Steel Asphalt Geotechnical/Engineering Environmental

BMI Quote No. T-25-28312-018-Revised
City of Sylvania
February 26, 2025



PROPOSAL ACCEPTANCE SHEET

PROPOSAL NUMBER AND DATE T-25-28312-018-Revised, February 26, 2025

PROJECT NAME AND LOCATION Soil Exploration, Proposed Sylvania Avenue Pump Station Rehabilitation, City of Sylvania, Sylvania, Lucas County, Ohio

CLIENT IDENTITY:

COMPANY NAME City of Sylvania

STREET OR P.O. ADDRESS 6730 Monroe Street

CITY Sylvania

STATE Ohio

ZIP 43560

ACCEPTANCE - The Proposal referenced above, including the terms and conditions on this and the reverse side hereof are hereby accepted.

X

Signature of Authorized Representative of CLIENT _____

Printed Name _____

Date _____

TERMS AND CONDITIONS

1. **Performance** - In performing the services specified by the statement of work in the technical proposal, BOWSER-MORNER will use that degree of care and skill ordinarily exercised by independent testing laboratories and professional engineers in performing the same or similar services under similar circumstances. **THE WARRANTY STATED HEREIN IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, AND IS ALSO EXPRESSLY IN LIEU OF ANY OTHER OBLIGATIONS OR LIABILITY ON THE PART OF BOWSER-MORNER, WHETHER IN CONTRACT, TORT OR OTHERWISE. BOWSER-MORNER NEITHER ASSUMES NOR HAS AUTHORIZED ANY PERSON TO ASSUME FOR IT ANY OTHER WARRANTY OR LIABILITY IN CONNECTION WITH THE SERVICES AND THE REPORTS WHICH IT RENDERS HEREUNDER.**

2. **Payment** - All invoices from Bowser-Morner are due and payable within 30 days from the date of invoice. All past-due invoices will be charged a service fee at an interest rate of 1 1/2 percent per month, or a service fee that is permitted by law, if lesser. Failure of the CLIENT to pay BOWSER-MORNER within the thirty days after date-of-invoice shall be sufficient basis for BOWSER-MORNER to stop all work on the project without being liable for delay of performance or breach of this contract.

In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. No interest will accrue on any contested portion of the billing until mutually resolved.

Discovery of the release of regulated hazardous substance on the site under investigation shall in no way release the CLIENT's obligation to pay for services rendered by BOWSER-MORNER under this agreement.

Further, failure of the CLIENT to secure a permit or complete a business transaction for any reason, including but not limited to unfavorable site conditions (such as: presence of hazardous materials, or any other influencing factors beyond BOWSER-MORNER's control) discovered by BOWSER-MORNER during the execution of the scope-of-work presented in the technical proposal shall in no way remove the CLIENT's obligation to pay BOWSER-MORNER for services rendered.

3. **Right to Access** - Unless otherwise agreed in writing, the CLIENT will furnish BOWSER-MORNER with a right-of-entry to the site in order to perform the services specified herein. If the CLIENT is not the owner of the property, then it is the CLIENT's responsibility to secure the right-of-way-entry to the site from the owner. The CLIENT, by furnishing right-of-entry to the site, recognizes and understands the risk of site damage due to the size and weight of equipment and vehicles. BOWSER-MORNER shall take reasonable precautions to minimize damage to the site due to its operations, however, BOWSER-MORNER shall not be liable for any damages to the job site or the cost of restoration of any damage resulting from its operations, provided that it conducts its operations in accordance with the standard of care stated in Section 1 herein. If the CLIENT desires, BOWSER-MORNER will restore any damage to the site and add the cost of restoration to the fee.

4. Job-Site

(a) CLIENT will, before work is scheduled to begin, furnish or cause to be furnished such other reports, data, studies, plans, specifications, documents and other information on surface and subsurface site conditions as are needed by BOWSER-MORNER, including without limitation the location of all underground utility lines and structures. In addition, CLIENT shall furnish or cause to be furnished to BOWSER-MORNER all documents and information known to CLIENT that relate to the identity, location, quantity, nature or characteristics of any hazardous substances as defined under CERCLA (42 U.S.C. SS 9601 et seq.) and petroleum products at, on or under the site. Failure of the CLIENT to provide this information at project start-up will be sufficient basis to stop all work on the project without being liable for delay of performance or breach of this contract.

(b) BOWSER-MORNER shall be responsible for the actions of its employees and sub-contractors and their employees on the Job-Site, but shall not be responsible for the actions of the CLIENT or other contractors or subcontractors of the CLIENT on the project, including overall job-site safety.

(c) BOWSER-MORNER shall not be responsible for any damage or losses due to undisclosed or unknown surface or subsurface conditions, and/or mislocated utilities, and CLIENT agrees to indemnify BOWSER-MORNER from any such claims, suits or losses, including reasonable attorney's fees, resulting therefrom. In the event of damaged utilities, BOWSER-MORNER will attempt to effect a repair in order to re-establish service as soon as possible. The cost of these repairs will then be paid by the CLIENT.

(d) The CLIENT agrees that the discovery of unanticipated hazardous substances at the job site may make it necessary for BOWSER-MORNER to take immediate measures to protect health and safety. BOWSER-MORNER agrees to notify the CLIENT as soon as practically possible should unanticipated hazardous substances or suspected hazardous substances be encountered. If BOWSER-MORNER judges that measures are justified to preserve and protect the health and safety of BOWSER-MORNER's personnel and the public then the CLIENT authorizes

BOWSER-MORNER to implement these measures. CLIENT agrees to compensate BOWSER-MORNER for the additional cost of working to protect employees' and the public's health and safety.

5. **Additional Services** - The engineering services outlined in the scope-of-work in the technical proposal are based upon preliminary discussions and information supplied by the CLIENT. If, during the performance of this agreement, BOWSER-MORNER discovers the presence of unexpected hazardous waste and it is deemed that additional services are required beyond the defined scope-of-work presented in the attached technical proposal, BOWSER-MORNER will make a reasonable effort to notify the CLIENT that a change in the scope-of-work is necessary. If a representative of the CLIENT is available on the job site, the representative will be notified of the need for additional services. Work will progress when authorized by the CLIENT or his authorized representative. It is understood that the CLIENT's field representative has the authority to authorize additional quantities and services beyond that specified in the scope-of-work presented in the technical proposal. Authorization to proceed will be evidenced by the CLIENT's field representative signing BOWSER-MORNER's field report and/or issuing a change order notice.

If the CLIENT does not have a representative at the job site, it is understood that the CLIENT will pay for all "stand-by" time incurred by BOWSER-MORNER while waiting for an authorization to proceed. In such an instance, the CLIENT may provide an oral authorization to proceed.

The CLIENT, by agreeing to the change, also recognizes that the estimated costs or quoted figures may also change and expressly authorizes BOWSER-MORNER to adjust the contract price accordingly.

6. **Responsibility for Job-Site Decisions** - The CLIENT agrees to furnish to BOWSER-MORNER all documentation necessary to conduct the geotechnical engineering services specified in the scope-of-work. BOWSER-MORNER reserves the right to make all job-site decisions as related to specific location of test borings, the depths thereof, the depth of all soil sampling intervals, hole grouting procedures, disposal of cuttings, decontamination procedures for drilling and soil sampling tools, the determination of which borings will become monitoring wells, etc., unless otherwise directed in writing by the CLIENT or an authorized agent of the CLIENT. If the CLIENT directs BOWSER-MORNER'S geotechnical subsurface investigations, then BOWSER-MORNER will not be responsible for any liability with respect to damages resulting from the CLIENT'S decisions, including contamination or adverse effects on the environment, unless those damages were caused by the failure of BOWSER-MORNER to follow instructions from the authorized agent of the CLIENT or by failure of BOWSER-MORNER to conduct its operation in accordance with the terms and conditions of this agreement.

7. **Delay in Performance** - BOWSER-MORNER shall perform its work under this Contract in a diligent manner within the estimated time limits specified; however, BOWSER-MORNER shall not be liable for failure or delay in performance of its services due to acts of God, labor disputes or shortages, fire, flood or other casualty, governmental regulations or requirements, shortages or failure of raw materials, supplies, fuel, power or transportation, breakdown of equipment, or any causes beyond its reasonable control, including failure of the CLIENT to pay for BOWSER-MORNER'S services within 30 days from date of invoice.

8. **Objections to Performance** - Any objections by CLIENT regarding the performance by BOWSER-MORNER of services under this Contract shall be made promptly in writing and BOWSER-MORNER shall be given an opportunity to investigate such objections before the alteration of the job-site conditions or disposal of test samples or specimens. If both BOWSER-MORNER and the CLIENT agree that BOWSER-MORNER is not at fault, then the CLIENT agrees to pay for all services performed by BOWSER-MORNER during the investigation. If the CLIENT disagrees with the results of BOWSER-MORNER'S investigation, then the dispute shall be resolved through mediation as described in Section 18 herein.

9. **Disposal of Samples** - All test samples acquired by BOWSER-MORNER in the performance of this contract are the property of the CLIENT. BOWSER-MORNER will dispose of test samples or specimens (or return them to the CLIENT if requested in writing) within 30 days after the conduct of tests, subject to the following:

(a) Upon the written request of the CLIENT, BOWSER-MORNER will retain test samples or specimens for a period longer than thirty (30) days with a storage fee to be paid by CLIENT. BOWSER-MORNER assumes no liability for samples or specimens lost while in storage.

(b) If it is determined that the samples contain a previously unknown toxic substance representing a threat to the health and safety of BOWSER-MORNER personnel, then BOWSER-MORNER will, at its own discretion, immediately return the samples to the CLIENT.

(c) It is agreed that BOWSER-MORNER is not, and has no liability or responsibility as a handler, generator, operator, treater, storer, transporter or disposer

of hazardous or toxic substances. In the event that any samples or specimens would be deemed hazardous or toxic under State, Federal or local laws, BOWSER-MORNER, will at the expense of CLIENT (i) return the samples or specimens to the CLIENT; or (ii) using a manifest signed by the CLIENT as generator, have the samples transported to a location selected by the CLIENT. The CLIENT will select and/or approve the transporter and disposer and pay for all these services.

10. **Contaminated Equipment** - All laboratory and field equipment contaminated in performing BOWSER-MORNER services will be cleaned at the CLIENT's expense. Contaminated consumables will be disposed of and replaced at CLIENT's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of CLIENT. All such equipment shall be delivered to CLIENT or disposed of in a manner similar to that indicated for hazardous samples. CLIENT agrees to pay the fair market value of any such equipment which cannot reasonably be decontaminated.

11. **Deliverables** - BOWSER-MORNER will provide CLIENT with a written report ("Report") in connection with the services performed. The Report will present such findings and conclusions with respect to the presence or absence of hazardous materials at the job-site as BOWSER-MORNER may reasonably make with the information gathered in accordance with this Agreement. The Report shall be based only upon BOWSER-MORNER's observations made in the performance of the scope-of-work and any additional services that may be agreed upon in writing.

In preparing the Report, BOWSER-MORNER may review and interpret certain information provided to it by third parties, including government authorities, registries of deeds, testing laboratories and other entities. BOWSER-MORNER will not conduct an independent evaluation of the accuracy or completeness of such information, and shall not be responsible for any errors or omissions contained in such information.

Unless otherwise stated in the technical proposal, BOWSER-MORNER will not include in its Report an opinion as to whether the CLIENT is in compliance with federal, state, or local laws, statutes, ordinances or regulations.

12. **Notification of Regulated Conditions** - If BOWSER-MORNER's report indicates that the site under investigation has releases of regulated hazardous substances which would require the CLIENT to notify public authorities, then the CLIENT agrees to promptly notify the appropriate public authorities in accordance with prevailing law. If the CLIENT fails to notify the public authorities within a reasonable length of time and, in BOWSER-MORNER's judgement, the releases represent a threat to the health and safety of the public, then BOWSER-MORNER shall have the right to notify the appropriate public authorities without liability to the CLIENT.

13. **Ownership of Documents** - BOWSER-MORNER will furnish to the CLIENT reports and other documents prepared by BOWSER-MORNER as required by the scope-of-work and will provide this information as instruments of services for use by the CLIENT in connection with the project or work provided for in this agreement. All documents generated under this agreement shall remain the sole property of BOWSER-MORNER and are subject to the following provisions:

(a) All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by BOWSER-MORNER, shall be kept confidential by both the CLIENT and BOWSER-MORNER, subject to governmental filing and disclosure requirements, and are intended for the exclusive use of the CLIENT. Both parties agree that the reports shall not be used for general distribution or publication or for any other project or location not expressly provided for in this agreement. If the CLIENT desires to provide BOWSER-MORNER's report to a third party, BOWSER-MORNER will agree to do so, provided the CLIENT first obtains written acceptance from the third party agreeing to be bound by the terms and conditions of this agreement, and that the CLIENT waives in writing any conflict of interest in connection with such disclosure. Any unauthorized use or distribution of the reports supplied under this agreement shall be at the CLIENT's sole risk and without liability to BOWSER-MORNER.

(b) The CLIENT agrees that all reports and other work furnished to the CLIENT or his agents, which are not paid for, will be returned upon demand and will not be used by the CLIENT for any purpose whatever. BOWSER-MORNER will then be free to use such reports for any purpose.

(c) CLIENT shall furnish documents or information within CLIENT's control and deemed necessary by BOWSER-MORNER for proper performance of BOWSER-MORNER services. BOWSER-MORNER may rely upon CLIENT provided documents in performing the services required under this Agreement; however, BOWSER-MORNER assumes no responsibility or liability for their accuracy. CLIENT provided documents will remain the property of CLIENT.

14. **Insurance**

(a) BOWSER-MORNER shall secure and maintain through the full period of this Contract sufficient insurance to protect it adequately from claims under applicable worker's compensation statutes and to protect it from claims for bodily injury, death or property damage as may arise from the performance of its services under this Contract. BOWSER-MORNER will, upon request, file a certificate of such insurance coverage with the CLIENT or its authorized representative.

(b) BOWSER-MORNER shall furnish and keep in full force and effect at all times during this Contract the following policies of insurance with responsible insurance carriers:

(1) Commercial General Liability including:

Premises-Operations Liability;

Completed Operations-Products Liability;

Contractual Liability;

XCU Hazards (Explosion, Collapse, underground) Property Damage;

Independent Contractors;

Non-Owned watercraft (if vessel is under 26 feet)

This policy(ies) aggregate shall have a combined single limit for both Bodily Injury and Property Damage of at least \$1,000,000.00 per occurrence, with a severability of interest clause;

(2) Automobile Liability (including coverage for owned, leased, hired or borrowed vehicles) with a combined single limit for both Bodily Injury and Property Damage of at least \$1,000,000.00 per occurrence.

(3) Applicable Worker's Compensation Coverage.

15. **Indemnification**

(a) CLIENT hereby indemnifies and holds harmless BOWSER-MORNER, its employees, successors and assigns from any and all liabilities asserted against BOWSER-MORNER because of remedial costs, losses, property damage or personal injury, including death, arising out of the following:

(1) The actions of the CLIENT and its employees, actions of other contractors of the CLIENT and actions of any third party except as provided in Section 15(b) herein, including but not limited to:

(i) CLIENT's violation of any federal, state or local statute, regulation or ordinance relating to the disposal of toxic or hazardous substances or constituents.

(ii) CLIENT's failure to report a release of a regulated or hazardous substance to the proper authorities.

(iii) CLIENT's remediation actions and costs as related to the handling, removal, treatment, storage, transportation or disposal of toxic or hazardous substances or constituents removed from the CLIENT's job-site under this agreement.

(2) Exposure to or release of toxic or hazardous substances or constituents at or from the project site before, during or after the services of this Agreement and the CLIENT agrees to the maximum extent permitted by law to defend BOWSER-MORNER and pay on BOWSER-MORNER's behalf any judgment resulting against BOWSER-MORNER from a third party, including interest thereon, except to the extent caused by BOWSER-MORNER's sole negligence.

(3) CLIENT's inability to secure a permit or complete a business transaction for any reason, including but not limited to unfavorable site conditions discovered by BOWSER-MORNER during the performance of the scope-of-work presented in the technical proposal except as provided for in Section 15(b) herein.

(b) BOWSER-MORNER shall indemnify and hold harmless the CLIENT, its agents and employees, from and against all claims, damages, losses and expenses arising out of the performance of work on the Project, to the extent that any such claim, damage, loss or expense (1) is attributable to personal injury, including death, or property damage and (2) is caused by the negligent act or omission by BOWSER-MORNER, its employees, agents or sub-contractors, and subject to the limitation of liability stated in Section 16.

16. **Limit of Liability** - The CLIENT agrees to limit BOWSER-MORNER's liability on the project, arising from any loss or damage, for breach of contract, error or omission, resulting from services under this contract, so that the total liability of BOWSER-MORNER shall not exceed the total fee or \$50,000, whichever is greater, paid to BOWSER-MORNER by CLIENT under this agreement.

In no event shall BOWSER-MORNER be liable for any special, indirect, punitive, consequential or economic damages, including but not limited to damages for loss of use, loss of profits, loss of investment, or otherwise, resulting from the services and reports it renders hereunder. Except as provided herein, CLIENT expressly waives any other right of recovery and agrees that the payment by BOWSER-MORNER hereunder shall be the sole and exclusive remedy of CLIENT.

17. **Termination** - This Contract may be terminated by either party upon seven (7) days written notice to the other party at the address shown herein in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. If this Contract is terminated, BOWSER-MORNER shall be paid for services performed to the termination date, plus termination expenses. Termination expenses shall include the costs of personnel, equipment, and other related activities to conclude the work.

18. **Mediation** - No action or lawsuit nor recourse to a judicial forum shall commence until the CLIENT, BOWSER-MORNER and other parties (hereinafter referred to as participants) have commenced, participated in and concluded nonbinding mediation in accordance with the rules for mediation established by the American Arbitration Association (herein after "AAA") or such other rules as are acceptable to all parties. If participants do not reach an agreement as to other rules, then the rules of AAA shall exclusively govern the mediation. The costs of mediation shall be shared proportionally among the participants, unless otherwise recommended by the mediator and agreed to in writing by the Participants.

19. **Entire Agreement** - This Contract embodies the entire agreement of the parties respecting the subject matter herein. There are no promises, terms, conditions or obligations other than those contained herein. This Contract supersedes all prior representations or agreements, either oral or written. CLIENT and BOWSER-MORNER agree that CLIENT may issue purchase orders, work orders or similar documents, and such forms as a matter of convenience to the parties and that BOWSER-MORNER may acknowledge receipt of such forms without altering any of the terms and conditions of this contract. This agreement may be amended only in writing and signed by both parties.

20. **Governing Law** - This Contract shall be construed according to, and the legal relations between the parties and shall be governed by the laws of the State of Ohio as applicable to agreements executed and fully performed in the State of Ohio.

21. **Succession** - This Contract is not assignable and shall inure to the benefit and be binding upon the parties and their legal successors in interest.

22. **Severability** - Should any provision in this Contract be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this Contract to replace any such invalid or unenforceable provision with a valid and enforceable provision which carries out the intention of the stricken provision as closely as possible.



12a.

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

March 3, 2025

To: The Mayor and Members of Sylvania City Council

Re: **Professional Landscape Architecture Services Proposal – EDGE
River Centre Park Schematic Design & City Administration Building Signage**

Dear Mr. Mayor and Council Members:

At the February 3, 2025 City Council meeting the Service Department was authorized to contract with EDGE for landscape architecture services related to new signage for the Municipal Building to honor former Mayor Craig A. Stough (Ord. 26-2025). EDGE has completed their services and the Zoning Department subsequently began soliciting for quotes for both signage and lighting vendors.

Two quotes were provided for the signage with the lowest quote being received from Toledo Sign from Toledo, Ohio. Their quote to provide and install aluminum, flush-mounted wall letters was in the amount of \$5,404. The letters will be 12" tall and the overall footprint of the sign will be over fifteen (15) feet long by over four (4) feet tall and centered under the Mayor's office windows of the building.

In addition, a lighting quote was received from K2 Electric, LLC from Temperance, Michigan in the amount of \$1,770 to provide a new ground-mounted LED light, weather proof box, and associated underground conduit and wiring to light the wall letters during overnight hours.

These funds were not included in the 2025 capital improvement budget. If authorized the funds would be from account 401-7750-52268, Lands and Buildings (Miscellaneous). We recommend approval of the quotes from Toledo Sign in the amount of \$5,404 and K2 Electric, LLC in the amount of \$1,770 to complete the dedication project. Please call if you should have any questions.

Sincerely,

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

12b.

ORDINANCE NO. 36-2025

ACCEPTING THE PROPOSAL OF K2 ELECTRIC, LLC TO PROVIDE AND INSTALL LIGHTING FOR THE “CRAIG A. STOUGH MUNICIPAL BUILDING” SIGNAGE; APPROPRIATING FUNDS THEREFORE IN THE AMOUNT OF \$1,770; AND DECLARING AN EMERGENCY.

WHEREAS, Resolution No. 3-2025, passed February 3, 2025, changed the name of City Hall to “Craig A. Stough Municipal Building;” and,

WHEREAS, Ordinance No. 26-2025, passed February 3, 2025, accepted the proposal of Edge Group to provide professional landscape architecture services for River Center Park and City Hall signage; and,

WHEREAS, the Director of Public Service, by report dated March 3, 2025, has received a proposal from K2 Electric, LLC to provide and install a ground-mounted LED light, weather proof box and associated underground conduit and wiring at a cost of \$1,770, 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 K2 Electric, LLC in the amount of One Thousand Seven Hundred Seventy Dollars (\$1,770.00) to provide and install lighting for the new signage for the Craig A. Stough Municipal Building and the proposal 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 lighting hereby authorized, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore appropriated to **Account No. 401-7750-52268 – Miscellaneous** an amount not to exceed One Thousand Seven Hundred Seventy Dollars (\$1,770.00).

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 lighting for the signage designating the Craig A. Stough Municipal Building should be installed 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

K2 ELECTRIC, LLC #31343
1030- BEDFORD DR. TEMPERANCE,
MI 48182

K2-estimate

kevinkonoff@gmail.com

02/25/2025

TO City of Sylvania
 6730- Monroe St
 Sylvania, Ohio

ADDRESS	JOB	PAYMENT TERMS	DUE DATE
Municipal sign	service	IN FULL	INVOICE TO BE PAID 15 DAY FROM DATE OF RECEIPT.

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.	Install new 120 volt, 20 amp electrical wiring from ITE electrical panel to front south side wall for new light for sign power.		
2.	Install new weather proof electrical bell box outside with gfci outlet and cover to supply electrical yard light for sign.		
3.	Install new L E D light out in yard to light up new sign on building that will be on a dust to dawn photo cell.		
	LABOR		\$1,050.00
	materials		\$720.00
	Additional cost for new L E D light to match on court house	\$350.00 for labor and material	
TOTAL			\$1,770.00

12c.

ORDINANCE NO. 37-2025

ACCEPTING THE PROPOSAL OF TOLEDO SIGN TO PROVIDE AND INSTALL SIGNAGE FOR “CRAIG A. STOUGH MUNICIPAL BUILDING;” APPROPRIATING FUNDS THEREFORE IN THE AMOUNT OF \$5,404; AND DECLARING AN EMERGENCY.

WHEREAS, Resolution No. 3-2025, passed February 3, 2025, changed the name of City Hall to “Craig A. Stough Municipal Building;” and,

WHEREAS, Ordinance No. 26-2025, passed February 3, 2025, accepted the proposal of Edge Group to provide professional landscape architecture services for River Center Park and City Hall signage; and,

WHEREAS, the Director of Public Service, by report dated March 3, 2025, has received a proposal from Toledo Sign to provide and install signage at a cost of \$5,404, 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 Toledo Sign in the amount of Five Thousand Four Hundred Four Dollars (\$5,404.00) to provide and install signage for the Craig A. Stough Municipal Building and the proposal 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 signage hereby authorized, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore appropriated to **Account No. 401-7750-52268 – Miscellaneous** an amount not to exceed Five Thousand Four Hundred Four Dollars (\$5,404.00).

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 signage designating the Craig A. Stough Municipal Building should be installed 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

CONTRACT AND SECURITY AGREEMENT



Toledo Sign Company, Inc
2021 Adams Street
Toledo, OH, 43604-5431 USA
Phone: (419)-244-4444 Fax: (419)-244-6546
www.toledosign.com

Visit us @ toledosign.com

DATE: 2/5/2025
CONTRACT REFERENCE NUMBER: 041460
PRICE VALID UNTIL: 3/7/2025
PAYMENT TERMS: NET 30

YOUR SALES PERSON IS:

Ryan J Wishau

CELL PHONE: 419-244-4444

EMAIL: ryan@toledosign.com

BILL TO:

CITYOFS001
Tim Burns
City of Sylvania
6730 Monroe St
Sylvania, OH 43560- USA

Phone: (419) 885-8935 Fax:
Email

SITE LOCATION:

City of Sylvania
6730 Monroe St
Sylvania, OH 43560- USA

Phone (419) 885-8935 Fax

Quantity	Description	Unit Price	Extended Price
1	Produce and install one set of 1/2" aluminum letters as shown.	\$5,154.00	\$5,154.00
1	Permit to be billed at cost (\$150 placeholder)	\$150.00	\$150.00
1	Securing Fee for permit	\$100.00	\$100.00

A service charge of 3% will
be applied when on all
credit card payments.

TAXABLE:	\$0.00
NON TAXABLE:	\$5,404.00
SALES TAX:	\$0.00
FREIGHT:	\$0.00
MISC:	\$0.00
PRICE:	\$5,404.00

SIGNATURE: _____ DATE: _____

AUTHORIZED SIGNATURE

We Have The Experience To Get You Noticed

ORDINANCE NO. 38-2025

AUTHORIZING AN AGREEMENT WITH AMERICAN FIREWORKS COMPANY FOR THE INDEPENDENCE DAY CELEBRATIONS ON JULY 3, 2025 AT CENTENNIAL TERRACE AND QUARRY; AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO SIGN AN AGREEMENT FOR THE FIREWORKS DISPLAY WHICH WILL COST FORTY-NINE THOUSAND FIVE HUNDRED DOLLARS (\$49,500); AUTHORIZING A 50% DEPOSIT PAYMENT FOR THE FIREWORKS DISPLAY DUE APRIL 1, 2025 WHICH WILL BE SHARED BY THE CITY, SYLVANIA TOWNSHIP, THE SYLVANIA AREA JOINT RECREATION DISTRICT AND AREA BUSINESSES; AND DECLARING AN EMERGENCY.

WHEREAS, American Fireworks Company presented to representatives of the City of Sylvania, Sylvania Township and the Sylvania Area Joint Recreation District (“SAJRD”) a contract providing for the furnishing, delivering and display of fireworks for the Sylvania Community on July 3, 2025 in the amount of Forty-Nine Thousand Five Hundred Dollars (\$49,500.00), as set forth in said agreement, a copy of which is attached hereto; and,

WHEREAS, the total display will cost Forty-Nine Thousand Five Hundred Dollars (\$49,500) per year with the City of Sylvania, Sylvania Township, the Sylvania Area Joint Recreation District and other area businesses all contributing to the cost of the fireworks display.

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 and directed to enter into the Contract with American Fireworks in the form and substance of the form attached hereto providing that American Fireworks will provide a fireworks display on July 3, 2025, for a payment by the City to American Fireworks Company of Forty-Nine Thousand Five Hundred Dollars (\$49,500) per year with the City making a 50% deposit payment by April 1, 2025.

SECTION 2. That to provide funds for said fireworks, there is hereby appropriated from the **SPECIAL PROJECTS FUND** from funds therein not heretofore appropriated to **Account No. 110-7320-51294 - Community Programs**, the total sum of Forty-Nine Thousand Five Hundred Dollars (\$49,500.00) for 2025 - it being understood that the City of Sylvania shall

receive contributions from Sylvania Township, the Sylvania Area Joint Recreation District, and other area businesses to apply to the total contract price and when received will be credited to said Account.

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 the contract should be authorized forthwith so as to assure the City of the Independence Day fireworks display scheduled for July 3, 2025. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

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

Display Date(s):

July 3, 2025

CONTRACT

Show No.

S-1108

THIS CONTRACT, prepared on the 25 day of February, 2025, and is by and between **AMERICAN FIREWORKS COMPANY**, Hudson, Ohio, as DISPLAY COMPANY and

THE CITY OF SYLVANIA, AN OHIO MUNICIPAL CORPORATION, WITH OFFICES AT 6730 MONROE STREET, SYLVANIA, OHIO 43560, as CLIENT

WITNESSETH: In consideration of the parties mutual covenants and the terms and conditions all of which are hereinafter stated in this contract, the DISPLAY COMPANY and CLIENT agree as follows:

DISPLAY COMPANY agrees to provide, deliver and display to and for the benefit of CLIENT a certain fireworks show along with operators to fire the display(s). DISPLAY COMPANY shall be responsible for any and all wages, expenses and workers compensation for any and all persons employed by DISPLAY COMPANY and will provide to the CLIENT public liability and property damage insurance in the amount of **\$10,000,000.00** combined single limit, and will add as additional insured the sponsor of the project, the property owner of the location, any property owner in the fallout zone, and any municipality where the display is being performed in or any municipality that requests additional insured status. All entities/individuals who appear on the certificate of insurance shall be deemed an additional insured per this contract, same having been approved and accepted by CLIENT for providing a fireworks display service at:

DISPLAY SITE: FOSSIL PARK – 5675 CENTENNIAL RD, SYLVANIA, OH 43560

on the following date(s):

DISPLAY DATES: JULY 3, 2025

POSTPONEMENT DATES: JULY 5, 2025

CLIENT agrees to pay DISPLAY COMPANY for said fireworks display(s) thereof, the sum of:

FOURTY NINE THOUSAND FIVE HUNDRED DOLLARS (\$49,500.00)

This contract must be executed within THIRTY (30) days from date contract was prepared, listed in the first paragraph of the first page of this contract. If CLIENT does not return the signed contract within THIRTY (30) days of that date, this contract will be void and a new contract will need to be negotiated. **CLIENT agrees to pay the deposit for 2025 of TWENTY-FOUR THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$24,750.00) by April 1, 2025 for the first display year. A FIFTY (50%) PERCENT DEPOSIT WILL BE DUE ON OR BY MARCH 1ST OF EACH ADDITIONAL CONTRACT YEAR. CLIENT shall pay the balance of said display(s) no later than TEN (10) business days prior to your display. Payments can be made by electronic payment or by check made payable to AMERICAN FIREWORKS COMPANY and mailed to P.O. Box 1447, Hudson, Ohio 44236.**

The CLIENT shall be responsible for providing all security necessary to prevent spectators or other unauthorized persons in any area designated by the DISPLAY COMPANY. DISPLAY COMPANY shall provide a detailed site plan to the CLIENT and shall designate the areas where spectators and/or unauthorized persons are prohibited prior to the fireworks display(s). The CLIENT shall also provide sufficient security protection for the fireworks and equipment owned by the DISPLAY COMPANY prior to and after the fireworks display(s).

The DISPLAY COMPANY shall be responsible for an inspection of the display area and fall out zone for debris and other items related to the fireworks display. The CLIENT shall be responsible for cleanup of any and all refuse attributable to those persons at the fireworks display such as spectators, guests (whether invited or not). Additionally, CLIENT shall assume the liability and pay for any and all claims, demands, damages or any other request for reimbursement by any person, firm or entity for any damage as a result of the CLIENT's failure to provide proper security for the fireworks display site.

CLIENT shall be responsible for all permit fees and fire watch fees necessary to conduct fireworks display. DISPLAY COMPANY shall prepare and secure all permits associated with the fireworks display, advance the fees and list them on your final invoice.

The CLIENT acknowledges that the fireworks display herein contracted by and for the CLIENT is created specifically for said CLIENT and produced, designed and assembled by DISPLAY COMPANY at the request of CLIENT. Therefore, it is understood and agreed that:

1. Only the DISPLAY COMPANY's lead on-site pyrotechnician and the local Authority Having Jurisdiction (AHJ), for the client, this individual has been identified as the Fire Marshall (FM), shall make the final determination on the day of display if the conditions are conducive for a safe fireworks display. Said decision cannot and will not be made sooner than THREE (3) hours prior to permitted display time set forth in the published RFP.
 - A. If the display is postponed to July 5th, there will be a TEN PERCENT (10%) remobilization fee. The CLIENT shall be responsible for overnight security of equipment and/or product until the DISPLAY COMPANY's crew arrives back on site.
 - B. If the display is postponed for any other date, beyond July 5th, there will be a TWENTY FIVE PERCENT (25%) remobilization fee.
 - C. If the display is canceled on the contracted date due to adverse conditions for a safe fireworks display, and does not specify a postponement date, the CLIENT will be responsible for FIFTY PERCENT (50%) of the contracted price.
2. The CLIENT may only terminate this contract if the event has been officially canceled and they provide at least ONE HUNDRED TWENTY (120) days written notice of cancellation prior to the contracted display date. In the event that the CLIENT provides DISPLAY COMPANY with written notice of cancellation of the event within the above stated time, the CLIENT shall be responsible for, and shall pay to DISPLAY COMPANY the amount of fifty percent (50%) of the agreed price. In the event that cancellation of the event is less than ONE HUNDRED TWENTY DAYS (120) days prior to the event, the CLIENT shall pay to the DISPLAY COMPANY the entire agreed price.
3. In the event of a pandemic, the CLIENT may provide written notice to cancel the display at least FOURTEEN (14) days prior to contracted display, with no penalties, upon written verification from the State or Local Health Department that it has ordered the event to be terminated due to a pandemic restriction. The deposit that was received on this contract will be held by DISPLAY COMPANY and will be 100% credited to a future date if there is a display scheduled. If the contract is in it's final year and there is not a future display date scheduled, the contract would be extended by one year.
4. For each employee participating in fireworks set-up and/or display, DISPLAY COMPANY shall submit copies, with it's permit to the AHJ, of each employee's exhibitor's and/or assistant license that confirms each employee meets state law requirements. Said documentation shall be received by CLIENT no later than June 1 of each year.
5. If DISPLAY COMPANY cancels the fireworks show for any reason other than an issue as set forth in Paragraph 1 above, CLIENT shall be entitled to a full refund of any deposit or other amount paid to DISPLAY COMPANY.

Any alteration or modification to this contract shall be in writing as agreed by the parties. Nothing in this Contract shall be construed or interpreted to mean a partnership, joint venture or employer/employee INITIALS: _____

parties hereto; each of the parties hereto being responsible for its or his separate and individual acts, debts and obligations.

This contract shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns. This contract is not binding if DISPLAY COMPANY is restricted in any manner due to local, state or federal regulations. The person signing this contract on behalf of the CLIENT hereby represents that they have the legal authority to bind and contract for the CLIENT. In the event that there is a breach of this contract, the DISPLAY COMPANY shall be entitled to all damages herein.

I understand that if I do not pay the entire balance due in full, and my account is forwarded for further collection efforts, I will be responsible for any and all reasonable collection fees, legal fees, filing fees, service costs and disbursements incurred as a result of the collection efforts.

IN WITNESS WHEREOF, the parties have hereunto set their hand in duplicate the day and year first written on Page One of this contract.

AMERICAN FIREWORKS COMPANY
DISPLAY COMPANY

THE CITY OF SYLVANIA
CLIENT

ROBERTO SORGI, President

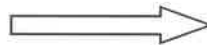


MAYOR

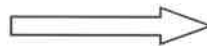


PRINTED NAME

DATE



DIRECTOR OF FINANCE



PRINTED NAME

DATE

AMERICAN  **FIREWORKSSM**
Since 1902

Bill To

SYLVANIA RECREATION
 7060 SYLVANIA AVE
 SYLVANIA, OH 43560

Invoice

FIREWORKS CELEBRATION

LUCAS, OH

Show No.	S-1108
Invoice No.	19935
Purchase Order No.	N/A
Invoice Date	1/20/2025
Display Date	07/03/2025
Due Date	03/01/2025

Description	Rate	Amount
FIREWORKS DISPLAY	49,500.00	49,500.00
FIFTY PERCENT (50%) DEPOSIT IS DUE BY MARCH 1, 2025		
Total		\$49,500.00
Payments/Credits		\$0.00
Balance Due		\$49,500.00

"Thank you for your business"

Michigan · Ohio · Virginia · West Virginia

Headquarters - 7041 Darrow Road · P.O. Box 1447 · Hudson, Ohio 44236

Phone 330-650-1776 · Fax 330-653-9030

www.americanfireworks.com

ORDINANCE NO. 39-2025**AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE
TO ENTER INTO A CUSTOMER SUPPLY AGREEMENT FOR THE
PROVISION OF ELECTRIC ENERGY TO RESIDENTIAL AND SMALL
COMMERCIAL CUSTOMERS WITHIN THE CITY OF SYLVANIA;
AND DECLARING AN EMERGENCY.**

WHEREAS, Sylvania has been a Public Utilities Commission of Ohio (“PUCO”) certified governmental aggregator since 2000 and has offered various programs to residential and small commercial users over the years; and,

WHEREAS, Sylvania, together with fourteen other area communities, formed the Northwest Ohio Aggregation Coalition (“NOAC”); and,

WHEREAS, the City’s participation in NOAC has resulted in an estimated savings to all NOAC residential and small commercial participants of \$190 million through 2023; and,

WHEREAS, NOAC’s current Agreement with Energy Harbor expires in May, 2025 and NOAC’s energy consultant, Palmer Energy, recently issued an RFP for residential and small commercial customers; and,

WHEREAS, NOAC received varying proposals from three suppliers for the provision of lower-cost electricity to residential and small commercial customers within the City of Sylvania; and,

WHEREAS, the NOAC member communities have met and reviewed the proposals with Palmer Energy and Palmer Energy has recommended moving forward in the contract review and evaluation process with Constellation and Dynegy for 12-month terms to further evaluate and determine which supplier will represents the best savings for the residential and small commercial consumers in the City of Sylvania; and,

WHEREAS, the responses to the RFP provide for the term of the Agreement to be twelve months with anticipated approximate annual savings of \$108 for residential customers and \$216 annually for commercial customers over the term of the Agreement.

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

SECTION 1. That the Mayor and Director of Finance be, and they hereby are authorized to enter into a Customer Supply Agreement with Dynegy or Constellation, subject to final review and approval of the Director of Law and the City's consultant, Palmer Energy on behalf of the City of Sylvania.

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 Customer Supply Agreement should be executed immediately so as to provide uninterrupted service to the municipal customers in the City of Sylvania. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2025, as an emergency measure.

ATTEST:

President of Council
APPROVED AS TO FORM:

Clerk of Council
APPROVED:

Director of Law

Mayor

Date

ORDINANCE NO. 40-2025

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO A MASTER SERVICES AND PURCHASING AGREEMENT WITH BRINC DRONES, INC. FOR THE PROVISION OF A RESPONDER SAFEGUARD DRONE, TRAINING AND SUPPORT; APPROPRIATING FUNDS THEREFORE IN THE AMOUNT OF \$23,999.20; AND DECLARING AN EMERGENCY.

WHEREAS, the Chief of Police and Director of Public Safety have recommended the purchase of a drone for the Sylvania Police Department; and,

WHEREAS, the Chief of Police has received a proposal from BRINC Drones, Inc. to provide a Responder Safeguard Drone, including training and support, at a cost of \$23,999.20, and the Chief of Police and Director of Public Safety have 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 BRINC Drones, Inc. in the amount of Twenty-Three Thousand Nine Hundred Ninety-Nine and 20/100 Dollars (\$23,999.20) to provide a Responder Safeguard Drone, support and training is hereby approved and accepted.

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

SECTION 3. That to provide funds for said drone services hereby authorized, there is hereby appropriated from the **GENERAL FUND** from funds therein not heretofore appropriated to **Account No. 110-7110-52239 – Equipment – Police Personnel** an amount not to exceed Twenty-Three Thousand Nine Hundred Ninety-Nine and 20/100 Dollars (\$23,999.20).

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 drone proposal should be approved immediately to provide for training and use by the City of Sylvania Police Department 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



14

Memo

To: Mayor Frye and members of City Council

From: Charles Silvernail, IT Manager.

Date: 02/21/2024

Re: Obsolete Equipment

Mayor Frye, and members of City Council.

The attached list of items is no longer of value to City IT Operations and therefore, I request approval to place these items on the GovDeals website for auction. Any items not purchased will be disposed of or recycled as applicable. Any auction items that could contain any remnants of city data have been electronically wiped using NIST 800-88 guidelines for media sanitation. PC's and Servers for auction have had all HDD drives removed and will be destroyed by the PD in accordance with their destruction of evidence policies.

Respectfully,

Charles Silvernail
Information Technology Manager

2025 GovDeals Auction List	
Qty	Items/Description
2	Dot Matrix Printer - Printronix P5210
2	Dot Matrix Printer - Printronix P7015
1	Polycom HDX 7000 HD
1	Polycom HDX Camera
1	Polycom HDX 7000 Microphone
1	Polycom ViewStation
3	Polycom ViewStation Microphone
1	RPDL RU-MX4 Mic/Line Mixer
1	Panasonic ToughPad FZ-G1
1	Hawking Technology 10/100Mbps Switch HFS24T
1	Avocent DSR1021 KVM Switch
1	Belkin F1D108-OSD OmniView Pro KVM Switch
1	Sentry 1170 Security Safe