

Sylvania City Council
February 1, 2016

7:30 p.m. Council Meeting
Agenda

1. Roll call.
2. Pledge of Allegiance to the United States of America led by Mr. Frye.
3. Additions to the agenda.
4. Approval of the Council meeting minutes of January 19, 2016.
5. Proposed Ordinance 8-2016, Amending Chapter 333 of the Sylvania Codified Ordinances by amending Section 333.03-Maximum Speed Limits.
6. Northbrook Court Improvement Project.
 - a. Service Director's report on bids received.
 - b. Proposed Ordinance No. 9-2016, Accepting the bid of PHC, Inc. for Northbrook Court Improvements.
7. Proposed Ordinance No. 10-2016, Authorizing an agreement with Zambelli Fireworks Manufacturing Co. for the Independence Day Celebration on July 3, 2016.
8. Proposed Ordinance No. 11-2016, Authorizing the donation of bicycles to Sylvania Area Family Services.
9. Sylvania Area Bikeways Initiative
 - a. Service Director's report on Bikeway Initiative.
 - b. Proposed Resolution No. 3-2016, A Resolution of the Council of the City of Sylvania, Ohio adopting the Sylvania Area Bikeways Plan.
10. Burnham Park Elevated Tank Exterior Painting Project.
 - a. Service Director's report on project.
 - b. Proposed Ordinance 12-2016, Accepting the proposal of Dixon Engineering Inc. for the engineering and inspection for Burnham Park Elevated Tank exterior painting.
11. Committee reports.
12. Committee referrals.

Information

- A. Memo from Chief Rhodus regarding 2015 Fund Reports for Law Enforcement Trust Fund, Drug Law Enforcement Fund, Federal Equitable Sharing Fund, and Property Seized/Forfeited Fund.
- B. Letter from Lucas County Commissioners regarding Annexation Petitions 2016-1 and 2016-2.

Minutes of the Meeting of Council
January 19, 2016

The Council of the City of Sylvania, Ohio met in regular session on January 19, 2016 at 7:30 p.m. with Mayor Craig A. Stough in the chair. Roll was called with the following members present: Katie Cappellini, Mark Frye, Doug Haynam, Sandy Husman, Mark Luetke, Jason Mishka, Mary Westphal (7) present; (0) absent.

Roll call:
All present.

Mrs. Cappellini led the Pledge of Allegiance to the United States of America.

Pledge of Alleg.

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

Requests were made for the following additions to the agenda:

Additions to the
agenda.

- 13a. Report of Streets Committee Meeting of this date.
- 13b. Report of Public Hearing of this date.
- 15. Police Levy being collected by Sylvania Township.
- 16. C.O.W. Executive Session to discuss possible legal action.

Mr. Haynam moved, Mrs. Westphal seconded to approve the agenda as amended; roll call vote being: Cappellini, Frye, Haynam, Husman, Luetke, Mishka, Westphal, (7) yeas; (0) nays. The motion carried.

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

Mrs. Westphal presented the January 4, 2016 Organizational meeting minutes. Mrs. Westphal moved, Mr. Haynam seconded, that since the Mayor, members of Council, and others had been furnished copies of these minutes prior to this meeting, Council dispense with the reading of these minutes at this time, and the journal of the minutes of the organizational meeting of January 4, 2016 be approved; roll call vote being: Frye, Haynam, Husman, Luetke, Mishka, Westphal, Cappellini, (7) yeas; (0) nays. The motion carried.

Approval of the
January 4
Organizational
meeting
minutes.

Mrs. Westphal presented the January 4, 2016 regular council meeting minutes. Mrs. Westphal moved, Mr. Haynam seconded, that since the Mayor, members of Council, and others had been furnished copies of these minutes prior to this meeting, Council dispense with the reading of these minutes at this time, and the journal of the minutes of the regular meeting of January 4, 2016 be approved; roll call vote being: Frye, Haynam, Husman, Luetke, Mishka, Westphal, Cappellini, (7) yeas; (0) nays. The motion carried.

Approval of the
January 4
meeting
minutes.

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

Minutes of the Meeting of Council
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Service Director's report on Sanitary Sewer Easement for Ryan & Gia Schwartz was placed on file. Mr. Mishka presented and read aloud by title only, proposed Ordinance No. 3-2016, a written copy of same having been previously furnished to each member of Council, "Authorizing the Mayor and Director of Finance to execute and deliver to Ryan M. Schwartz and Gia M. Schwartz an easement across Buffer Lot A in Sylvan Lakes Plat 5 for the purpose of connecting one single-family residence to the City's Sanitary Sewer System; and declaring an emergency."; Mr. Mishka moved, Mr. Frye seconded, that Council dispense with the Second and Third Readings of said Ordinance; roll call vote being: Haynam, Husman, Luetke, Mishka, Westphal, Cappellini, Frye, (7) yeas; (0) nays. The motion carried.

Ordinance No. 3-2016, "... execute and deliver to Ryan & Gia Schwartz an easement...."

Mr. Haynam moved, Mrs. Husman seconded, that Ordinance No. 3-2016 be enacted as an emergency measure as declared therein; roll call vote being: Husman, Luetke, Mishka, Westphal, Cappellini, Frye, Haynam, (7) yeas; (0) nays. The motion carried.

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

Service Director's report on Gower Road Sanitary Sewer Extension was placed on file. Mr. Mishka presented and read aloud by title only, proposed Ordinance No. 4-2016, a written copy of same having been previously furnished to each member of Council, "An Ordinance levying Special Assessments for the improvement of Gower Road by installing eight inch sanitary sewer lines, together with the necessary appurtenances thereto; and declaring an emergency."; Mr. Mishka moved, Mrs. Westphal seconded, that Council dispense with the Second and Third Readings of said Ordinance; roll call vote being: Luetke, Mishka, Westphal, Cappellini, Frye, Haynam, Husman (7) yeas; (0) nays. The motion carried.

Ordinance 4-2016, "...Ordinance levying Special Assessment... Gower Road sewer lines..."

Mr. Mishka moved, Mrs. Husman seconded, that Ordinance No. 4-2016 be enacted as an emergency measure as declared therein; roll call vote being: Mishka, Westphal, Cappellini, Frye, Haynam, Husman, Luetke, (7) yeas; (0) nays. The motion carried.

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

Service Director's report on River Trail, Phase 2, Clean Ohio Trails Fund was placed on file. Mrs. Cappellini presented and read aloud by title only, proposed Resolution No. 1-2016, a written copy of same having been previously furnished to each member of Council, "A Resolution authorizing the Mayor and Director of Finance to prepare and submit an application to the Ohio Department of Natural Resources and to execute contracts as required; and declaring an emergency."; Mrs. Cappellini moved, Mr. Mishka seconded, that Council dispense with the Second and Third Readings of said

Resolution No. 1-2016, "...submit App to ODNR..."

Minutes of the Meeting of Council
January 19, 2016

Ordinance; roll call vote being: Westphal, Cappellini, Frye, Haynam, Husman , Luetke, Mishka, (7) yeas; (0) nays. The motion carried.

Mrs. Cappellini moved, Mrs. Westphal seconded, that Resolution No. 1-2016 be enacted as an emergency measure as declared therein; roll call vote being: Cappellini, Frye, Haynam, Husman, Luetke, Mishka, Westphal, (7) yeas; (0) nays. The motion carried.

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

Mr. Luetke presented and read aloud by title only, proposed Ordinance No. 5-2016, a written copy of same having been previously furnished to each member of Council, "Authorizing the Mayor and Director of Finance to enter into a 3-year Collective Bargaining Agreement commencing January 1, 2016, on behalf of the City of Sylvania Municipal Employees Association (SMEA), affiliated with District 8, American Federation of State, County and Municipal Employees, AFL-CIO; and declaring an emergency."; Mr. Luetke moved, Mrs. Westphal seconded, that Council dispense with the Second and Third Readings of said Ordinance; roll call vote being: Frye, Haynam, Husman , Luetke, Mishka, Westphal, Cappellini, (7) yeas; (0) nays. The motion carried.

Ordinance No. 5-2016,"...three year contract with SMEA..."

Mr. Luetke moved, Mr. Frye seconded, that Ordinance No. 5-2016 be enacted as an emergency measure as declared therein; roll call vote being: Haynam, Husman, Luetke, Mishka, Westphal, : Cappellini, Frye, (7) yeas; (0) nays. The motion carried.

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

Mrs. Westphal presented and read aloud by title only, proposed Ordinance No. 6-2016, a written copy of same having been previously furnished to each member of Council, "Authorizing the Mayor and Director of Finance to enter into an agreement with the Criminal Justice Coordinating Council to provide a Noris Terminal for use of the Sylvania Prosecutor's office for 2016; appropriating the funds therefore; and declaring an emergency."; Mrs. Westphal moved, Mr. Luetke seconded, that Council dispense with the Second and Third Readings of said Ordinance; roll call vote being: Husman , Luetke, Mishka, Westphal, Cappellini, Frye, Haynam, (7) yeas; (0) nays. The motion carried.

Ordinance No. 6-2016, "...agreement with CJCC... Noris Terminal ...Prosecutor's office..."

Mrs. Westphal moved, Mrs. Husman seconded, that Ordinance No. 6-2016 be enacted as an emergency measure as declared therein; roll call vote being: Luetke, Mishka, Westphal, Haynam, Husman, : Cappellini, Frye, (7) yeas; (0) nays. The motion carried.

Minutes of the Meeting of Council
January 19, 2016

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

Mrs. Westphal presented and read aloud by title only, proposed Ordinance No. 7-2016, a written copy of same having been previously furnished to each member of Council, "Authorizing the Mayor and Director of Finance to enter into an agreement on behalf of the City of Sylvania between the City of Sylvania and the Board of Lucas County Commissioners for the Suburban Court Services program; agreeing to participate in funds a portion of the local share for Suburban Courts' Services; appropriation \$25,000 therefore; and declaring an emergency."; Mrs. Westphal moved, Mr. Haynam seconded, that Council dispense with the Second and Third Readings of said Ordinance; roll call vote being: Husman, Luetke, Mishka, Westphal, Cappellini, Frye, Haynam, (7) yeas; (0) nays. The motion carried.

Ordinance No.
7-2016
...agreement
with LCC
.....Suburban
Court Services."

Mrs. Westphal moved, Mr. Frye seconded, that Ordinance No. 7-2016 be enacted as an emergency measure as declared therein; roll call vote being: Luetke, Mishka, Westphal, Haynam, Husman, Cappellini, Frye, (7) yeas; (0) nays. The motion carried.

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

Mrs. Husman moved, Mrs. Westphal seconded to approve the sale of the 2001 Dodge 1500 Ran Truck, forfeited to the Sylvania Police Department, on GovDeals.com. Roll call vote being: Mishka, Westphal, Husman, Cappellini, Frye, Luetke, (6) yeas; Haynam (1) nays. The motion carried.

Approval of
items for
GovDeals.com.

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

Mr. Haynam moved, Mrs. Westphal seconded to not request a hearing for a new liquor permit from R. Fuentes 2, LLC, dba El Salto 2, 5817 Monroe Street, Sylvania, Ohio. Roll call vote being: Westphal, Haynam, Husman, Cappellini, Frye, Luetke, Mishka, (7) yeas; (0) nays. The motion carried.

No hearing for
El Salto 2 liquor
permit.

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

Mr. Frye reported on the Streets Committee meeting from 6:15p.m. on this date. Mr. Aller provided information regarding the speed study the County Engineer's officer submitted to ODOT. Mr. Aller recommends modification to 40mph. The committee ordered legislation to be prepared based on Mr. Aller's recommendation. Mr. Frye stated council discussed cul-de-sac maintenance in the city. Administration to evaluate and return to council with recommendations.

Minutes of the Meeting of Council
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Mrs. Westphal reported on the Public Hearing on this date regarding Amendments to Chapter 1187, Design Review Regulations. No one was in attendance for comment. Legislation will be ordered after review of final draft.

P.H. report re: amendments to Chapter 1187.

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

Mr. Haynam reported that 190 city parcels have been sent tax bills levying the township's police levy on city residents. Lucas County Auditor office states that this applied to every parcel that the City of Sylvania has annexed after 2004. He stated City residents that live in the Southview High School/Kroger area to look at their tax bills to determine if they are affected. The City will be assessing what method this matter will be addressed.

Report on tax bills levying township police levy on city residents.

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

Mrs. Westphal moved, Mr. Haynam seconded to enter into C-O-W Executive Session to discuss possible legal action. Roll call vote being: Westphal, Haynam, Husman, Cappellini, Frye, Luetke, Mishka, (7) yeas; (0) nays. The motion carried.

C-O-W Executive Session re: possible legal action.

Mr. Luetke moved, Mr. Haynam seconded to return from C-O-W Executive Session and return to regular session. Roll call vote being: Westphal, Haynam, Husman, Cappellini, Frye, Luetke, Mishka, (7) yeas; (0) nays. The motion carried.

Mayor Stough stated that all items on the agenda had been considered.

Mrs. Westphal moved, Mr. Haynam seconded that this meeting adjourn; all present voting yea (7); (0) nays. The motion carried and the meeting adjourned at 8:44 p.m.

Adjournment.

Clerk of Council

Mayor

ORDINANCE NO. 8 -2016

AMENDING CHAPTER 333 OF THE SYLVANIA CODIFIED ORDINANCES BY AMENDING SECTION 333.03 - MAXIMUM SPEED LIMITS; ASSURED CLEAR DISTANCE AHEAD, TO LOWER THE MAXIMUM SPEED LIMIT ON SYLVANIA AVENUE; AND DECLARING AN EMERGENCY.

WHEREAS, at the December 7, 2015 meeting of Sylvania City Council, the Director of Public Safety reported that the Lucas County Engineers Office recently completed a speed study along King Road from Angola Road to Brint Road; and,

WHEREAS, as a result of the speed study, the Lucas County Engineers Office requested the City adjust the speed limit on those portions of King Road within the City limits to maintain a uniform speed limit on King Road; and,

WHEREAS, thereafter, this matter was referred to the Streets Committee; and,

WHEREAS, the Streets Committee met on January 19, 2016 to review the speed study and thereafter recommended that the speed limit on King Road be increased to 40 miles per hour; and, WHEREAS, at the January 19, 2016 meeting of Sylvania City Council, the Chairman of the Streets Committee reported that the recommendation of the Streets Committee is to increase the speed limit to 40 miles per hour on King Road and thereafter legislation was authorized to amend Chapter 333 of the Sylvania Codified Ordinances to reflect the change in speed limit on King Road.

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

SECTION 1. That Section 333.03 - Maximum Speed Limits; Assured Clear Distance Ahead, of the Codified Ordinances of Sylvania, 1979, be, and the same hereby is, amended to read as set forth on "Exhibit A."

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this

council, and that all deliberations of this Council and of any of its committees that resulted in 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 this ordinance must be immediately effective to provide for the maximum speed limit on King Road and to make necessary changes to the Codified Ordinances. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote dispensing with the second and third readings: Yeas _____ Nays _____

Passed, _____, 2016, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council.....

Director of Law

APPROVED:

Mayor

Date

333.03. MAXIMUM SPEED LIMITS; ASSURED CLEAR DISTANCE AHEAD.

* * *

- (3) A. Thirty-five miles per hour on Monroe Street between Main Street and Harroun Road and on all State routes or through streets and through highways within the Municipality outside business districts, except as provided in subsection (b)(4) and (5) hereof.
- B. Forty miles per hour on Sylvania Avenue.
- C. Forty miles per hour on King Road.
- (4) Fifty miles per hour on controlled-access highways and expressways within the Municipality.

* * *

(Ord. ____-2016. Passed ____-2016.)

“Exhibit A”

6a



City Of Sylvania

DEPARTMENT OF PUBLIC SERVICE

KEVIN G. ALLER, PE DIRECTOR

February 1, 2016

To: The Mayor and Members of Sylvania City Council

Re: **NORTHBROOK COURT IMPROVEMENTS PROJECT**

Dear Mr. Mayor and Council Members:

We received bids on January 27, 2016 for the above referenced project. There were a total of nine (9) bids received.

The lowest bid was submitted by PHC, Inc. of Toledo, Ohio. Their bid of \$236,443 was approximately 29.5% under the Engineer's Estimate of \$335,351.

Therefore, it is our recommendation that the contract be awarded to PHC, Inc. of Toledo, Ohio 43617, in the amount of \$236,443.

Please call if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Kevin G. Aller".

Kevin G. Aller, P.E.

Director of Public Service

dsw

6b

ORDINANCE NO. 9 -2016

ACCEPTING THE BID OF PHC, INC. AND AWARDING THE CONTRACT FOR THE NORTHBROOK COURT IMPROVEMENTS PROJECT TO SAME; AUTHORIZING THE EXPENDITURE FOR THE IMPROVEMENTS IN THE AMOUNT OF \$236,443; APPROPRIATING FUNDS THEREFORE; AND DECLARING AN EMERGENCY.

WHEREAS, plans for the Northbrook Court 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 4, 2016 Council meeting and thereafter the Clerk advertised for bids, and the bids were opened on January 27, 2016, and thereafter, the Director of Public Service, by report dated February 1, 2016, stated that the total estimate for the Northbrook Court Improvements Project was \$236,443 and the following bids were received:

<u>BIDDERS</u>	<u>BID PRICE</u>
PHC, Inc.	\$236,443.00
Gerken Paving	247,700.61
Salenbien Trucking	261,048.40
Paschal Bihn & Sons	264,746.50
Geddis Paving	281,848.10
Cash Services	295,499.50
E.R. Zeiler	312,330.00
Crestline Paving	315,589.00
Helms and Sons	326,205.50

WHEREAS, the nine (9) bids offered by the above bidders meet all of the City's specifications and the Director of Public Service, by report dated January 27, 2016, has recommended acceptance of the lowest and best bid of PHC, Inc. and that the contract for the

Northbrook Court Improvement 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 PHC, Inc., Toledo, Ohio for said Northbrook Court Improvements Project, in the amount of Two Hundred Thirty-Six Thousand Four Hundred Forty-Three Dollars (\$236,443.00), 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 improvement project hereby authorized, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore appropriated to **Account No. 401-7610-53503 – Street Improvements**, the total sum of Two Hundred Thirty-Six Thousand Four Hundred Forty-Three Dollars (\$236,443.00).

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 PHC, Inc. should be accepted immediately so as to provide for the commencement of the Northbrook Court Improvements 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 dispensing with the second and third readings: Yeas _____ Nays _____

Passed, _____, 2016, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED: . . .

Mayor

Date

Bid Tab (Low Bidders 1-5)
Northbrook Court Improvements
Bid Open: January 27, 2016

Line	Item	Description	Unit	Qty	PHC, Inc.		Gerken Paving		Salenbien Trucking		Paschal Bihn & Sons		Geddis Paving	
					Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
0001	201	Clearing and Grubbing	Lump	1	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$550.00	\$550.00	\$13,560.00	\$13,560.00	\$1,200.00	\$1,200.00
0002	201	Tree Removed, 12" Size or Less	Each	4	\$500.00	\$2,000.00	\$250.00	\$1,000.00	\$275.00	\$1,100.00	\$200.00	\$800.00	\$250.00	\$1,000.00
0003	201	Tree Removed, 18" Size	Each	4	\$800.00	\$3,200.00	\$400.00	\$1,600.00	\$275.00	\$1,100.00	\$300.00	\$1,200.00	\$400.00	\$1,600.00
0004	202	Pipe Removed	Ft	39	\$20.00	\$780.00	\$12.00	\$468.00	\$11.00	\$429.00	\$2.00	\$78.00	\$25.00	\$975.00
0005	202	Pavement Removed, Asphalt	Sq Yd	340	\$5.00	\$1,700.00	\$6.00	\$2,040.00	\$7.25	\$2,465.00	\$5.50	\$1,870.00	\$7.00	\$2,380.00
0006	202	Pavement Removed, Concrete, As Per Plan	Sq Yd	2009	\$15.00	\$30,135.00	\$12.00	\$24,108.00	\$11.80	\$23,706.20	\$5.50	\$11,049.50	\$5.40	\$10,848.60
0007	202	Walk Removed	Sq Ft	134	\$3.00	\$402.00	\$3.00	\$402.00	\$1.10	\$147.40	\$1.00	\$134.00	\$1.50	\$201.00
0008	202	Curb Removed	Ft	34	\$4.00	\$136.00	\$12.00	\$408.00	\$1.10	\$37.40	\$5.00	\$170.00	\$7.50	\$255.00
0009	202	Catch Basin Removed	Each	2	\$350.00	\$700.00	\$175.00	\$350.00	\$275.00	\$550.00	\$200.00	\$400.00	\$270.00	\$540.00
0010	604	Monument Assembly, LCE Type A	Each	5	\$400.00	\$2,000.00	\$175.00	\$875.00	\$275.00	\$1,375.00	\$500.00	\$2,500.00	\$760.00	\$3,800.00
0011	SPEC	Mailbox Removed and Reset, 5309 Northbrook	Lump	1	\$150.00	\$150.00	\$375.00	\$375.00	\$275.00	\$275.00	\$400.00	\$400.00	\$1,200.00	\$1,200.00
0012	SPEC	Conduit for Sprinkler Systems	Ft	1000	\$2.00	\$2,000.00	\$3.75	\$3,750.00	\$4.40	\$4,400.00	\$1.00	\$1,000.00	\$4.80	\$4,800.00
0013	SPEC	Sprinkler Heads	Each	30	\$20.00	\$600.00	\$85.00	\$2,550.00	\$44.00	\$1,320.00	\$10.00	\$300.00	\$55.00	\$1,650.00
0014	207	Inlet Protection	Each	2	\$75.00	\$150.00	\$65.00	\$130.00	\$165.00	\$330.00	\$200.00	\$400.00	\$110.00	\$220.00
0015	653	Topsoil Furnished and Placed, As Per Plan	Cu Yd	164	\$50.00	\$8,200.00	\$45.00	\$7,380.00	\$55.00	\$9,020.00	\$67.00	\$10,988.00	\$65.00	\$10,660.00
0016	659	Seeding and Mulching Class 1, As Per Plan	Sq Yd	1472	\$1.50	\$2,208.00	\$1.08	\$1,589.76	\$1.10	\$1,619.20	\$1.10	\$1,619.20	\$1.80	\$2,649.60
0017	659	Commercial Fertilizer	Ton	0.20	\$650.00	\$130.00	\$640.00	\$128.00	\$770.00	\$154.00	\$640.00	\$128.00	\$640.00	\$128.00
0018	659	Water	Mgal	7.9	\$10.00	\$79.00	\$75.00	\$592.50	\$110.00	\$869.00	\$70.00	\$553.00	\$75.00	\$592.50
0019	203	Excavation	Cu Yd	442	\$20.00	\$8,840.00	\$35.00	\$15,470.00	\$24.00	\$10,608.00	\$23.75	\$10,497.50	\$17.85	\$7,889.70
0020	204	Subgrade Compaction	Sq Yd	2348	\$1.00	\$2,348.00	\$1.50	\$3,522.00	\$0.55	\$1,291.40	\$1.00	\$2,348.00	\$0.35	\$821.80
0021	204	Excavation of Subgrade	Cu Yd	200	\$20.00	\$4,000.00	\$13.00	\$2,600.00	\$11.00	\$2,200.00	\$12.00	\$2,400.00	\$15.50	\$3,100.00
0022	204	Granular Material, Type B	Cu Yd	200	\$4.00	\$800.00	\$25.00	\$5,000.00	\$27.00	\$5,400.00	\$27.00	\$5,400.00	\$36.00	\$7,200.00
0023	304	Aggregate Base	Cu Yd	504	\$34.00	\$17,136.00	\$56.00	\$28,224.00	\$30.50	\$15,372.00	\$53.50	\$26,964.00	\$48.00	\$24,192.00
0024	407	Tack Coat for Intermediate Course	Gal	81	\$2.00	\$162.00	\$1.85	\$149.85	\$3.30	\$267.30	\$2.00	\$162.00	\$2.00	\$162.00
0025	448	Asphalt Concrete Intermediate Course, Type 2, PG64-22	Cu Yd	140	\$130.00	\$18,200.00	\$130.00	\$18,200.00	\$180.00	\$25,200.00	\$136.00	\$19,040.00	\$150.00	\$21,000.00
0026	448	Asphalt Concrete Surface Course, Type 1, PG64-22	Cu Yd	103	\$180.00	\$18,540.00	\$180.00	\$18,540.00	\$250.00	\$25,750.00	\$186.00	\$19,158.00	\$140.00	\$14,420.00
0027	608	Concrete Walk	Sq Ft	134	\$8.00	\$1,072.00	\$13.50	\$1,809.00	\$11.00	\$1,474.00	\$12.00	\$1,608.00	\$12.75	\$1,708.50
0028	609	Curb, LCE Type A	Ft	1592	\$10.00	\$15,920.00	\$10.00	\$15,920.00	\$16.50	\$26,268.00	\$14.00	\$22,288.00	\$12.00	\$19,104.00
0029	603	6" Conduit, Type F for Underdrain Outlets	Ft	40	\$20.00	\$800.00	\$12.00	\$480.00	\$20.00	\$800.00	\$10.00	\$400.00	\$12.00	\$480.00
0030	603	12" Conduit, Type B (707.45)	Ft	33	\$50.00	\$1,650.00	\$55.00	\$1,815.00	\$53.00	\$1,749.00	\$75.00	\$2,475.00	\$76.00	\$2,508.00
0031	604	Catch Basin, City of Toledo Type A-2	Each	2	\$2,000.00	\$4,000.00	\$2,850.00	\$5,700.00	\$2,470.00	\$4,940.00	\$1,900.00	\$3,800.00	\$1,900.00	\$3,800.00
0032	605	6" Shallow Pipe Underdrains	Ft	1367	\$8.00	\$10,936.00	\$8.50	\$11,619.50	\$9.60	\$13,123.20	\$10.00	\$13,670.00	\$18.00	\$24,606.00
0032A	SPEC	Curb Drain Disconnect	Each	3	\$300.00	\$900.00	\$125.00	\$375.00	\$55.00	\$165.00	\$100.00	\$300.00	\$210.00	\$630.00
0033	638	8" Watermain Ductile Iron Pipe, ANSI Class 54	Ft	579	\$60.00	\$34,740.00	\$65.00	\$37,635.00	\$56.20	\$32,539.80	\$74.50	\$43,135.50	\$98.00	\$56,742.00
0034	638	12" x 12" x 8" Tapping Sleeve, Valve & Valve Box	Each	1	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$2,981.00	\$2,981.00	\$4,000.00	\$4,000.00	\$4,300.00	\$4,300.00
0035	638	8" x 45 Deg. Ben	Each	3	\$200.00	\$600.00	\$350.00	\$1,050.00	\$785.00	\$2,355.00	\$175.00	\$525.00	\$178.00	\$534.00
0036	638	8" x 22-1/2 Deg. Bend	Each	1	\$200.00	\$200.00	\$350.00	\$350.00	\$785.00	\$785.00	\$175.00	\$175.00	\$171.00	\$171.00
0037	638	8" x 6" Reducer	Each	2	\$150.00	\$300.00	\$550.00	\$1,100.00	\$653.00	\$1,306.00	\$125.00	\$250.00	\$147.00	\$294.00
0038	638	6" Plug	Each	1	\$75.00	\$75.00	\$100.00	\$100.00	\$55.00	\$55.00	\$100.00	\$100.00	\$106.00	\$106.00
0039	638	Fire Hydrant Removed and Salvaged	Each	2	\$500.00	\$1,000.00	\$375.00	\$750.00	\$275.00	\$550.00	\$500.00	\$1,000.00	\$1,100.00	\$2,200.00
0040	638	Standard Hydrant Assembly	Each	2	\$3,300.00	\$6,600.00	\$4,500.00	\$9,000.00	\$4,224.00	\$8,448.00	\$4,000.00	\$8,000.00	\$5,200.00	\$10,400.00
0041	638	Fill and Plug Existing Conduit	Ft	618	\$3.00	\$1,854.00	\$2.50	\$1,545.00	\$2.75	\$1,699.50	\$5.60	\$3,460.80	\$1.80	\$1,112.40
0042	638	Long Water Service	Each	7	\$400.00	\$2,800.00	\$1,500.00	\$11,500.00	\$1,632.00	\$11,424.00	\$1,500.00	\$10,500.00	\$1,200.00	\$8,400.00

Bid Tab (Low Bidders 1-5)
Northbrook Court Improvements
Bid Open: January 27, 2016

1/27/2016
 Sheet 2 of 4

Line	Item	Description	Unit	Qty	PHC, Inc.		Gerken Paving		Salenbien Trucking		Paschal Bihn & Sons		Geddis Paving	
					Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
0043	638	Short Water Service	Each	4	\$350.00	\$1,400.00	\$500.00	\$2,000.00	\$275.00	\$1,100.00	\$960.00	\$3,840.00	\$1,000.00	\$4,000.00
0044	614	Maintaining Traffic	Lump	1	\$2,500.00	\$2,500.00	\$4,500.00	\$4,500.00	\$1,100.00	\$1,100.00	\$2,000.00	\$2,000.00	\$4,500.00	\$4,500.00
0045	623	Construction Layout Stakes	Lump	1	\$6,000.00	\$6,000.00	\$8,000.00	\$8,000.00	\$5,060.00	\$5,060.00	\$4,500.00	\$4,500.00	\$5,100.00	\$5,100.00
0046	624	Mobilization	Lump	1	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$6,490.00	\$6,490.00	\$5,000.00	\$5,000.00	\$7,000.00	\$7,000.00
0047	SPEC	Pre-Construction Videotaping	Lump	1	\$1,500.00	\$1,500.00	\$750.00	\$750.00	\$1,100.00	\$1,100.00	\$600.00	\$600.00	\$667.00	\$667.00
Bid Totals:						\$236,443.00		\$247,700.61		\$261,048.40		\$264,746.50		\$281,848.10

Mistake in the Grand Total submitted on the Bid Form in the Gerken Paving (\$272,950.61 submitted, \$247,700.61 actual)

Mistake on Line 15 in Salenbien Trucking Bid (\$9,075 submitted, \$9,020 actual)

Mistake on Line 16 in Geddis Paving Bid (\$1589.76 submitted, \$2,649.60 actual)

Line	Item	Description	Unit	Qty	Cash Services		E.R. Zeiler		Crestline Paving		Helms and Sons		Contractor 10	
					Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
0001	201	Clearing and Grubbing	Lump	1	\$7,500.00	\$7,500.00	\$4,300.00	\$4,300.00	\$1,650.00	\$1,650.00	\$4,200.00	\$4,200.00	\$0.00	\$0.00
0002	201	Tree Removed, 12" Size or Less	Each	4	\$325.00	\$1,300.00	\$650.00	\$2,600.00	\$250.00	\$1,000.00	\$675.00	\$2,700.00	\$0.00	\$0.00
0003	201	Tree Removed, 18" Size	Each	4	\$600.00	\$2,400.00	\$850.00	\$3,400.00	\$400.00	\$1,600.00	\$900.00	\$3,600.00	\$0.00	\$0.00
0004	202	Pipe Removed	Ft	39	\$20.00	\$780.00	\$40.00	\$1,560.00	\$13.00	\$507.00	\$17.00	\$663.00	\$0.00	\$0.00
0005	202	Pavement Removed, Asphalt	Sq Yd	340	\$10.00	\$3,400.00	\$12.00	\$4,080.00	\$11.00	\$3,740.00	\$8.75	\$2,975.00	\$0.00	\$0.00
0006	202	Pavement Removed, Concrete, As Per Plan	Sq Yd	2009	\$11.25	\$22,601.25	\$9.50	\$19,085.50	\$14.00	\$28,126.00	\$18.75	\$37,668.75	\$0.00	\$0.00
0007	202	Walk Removed	Sq Ft	134	\$10.00	\$1,340.00	\$4.00	\$536.00	\$3.00	\$402.00	\$2.00	\$268.00	\$0.00	\$0.00
0008	202	Curb Removed	Ft	34	\$18.50	\$629.00	\$15.50	\$527.00	\$18.00	\$612.00	\$10.00	\$340.00	\$0.00	\$0.00
0009	202	Catch Basin Removed	Each	2	\$500.00	\$1,000.00	\$550.00	\$1,100.00	\$385.00	\$770.00	\$175.00	\$350.00	\$0.00	\$0.00
0010	604	Monument Assembly, LCE Type A	Each	5	\$1,500.00	\$7,500.00	\$625.00	\$3,125.00	\$700.00	\$3,500.00	\$750.00	\$3,750.00	\$0.00	\$0.00
0011	SPEC	Mailbox Removed and Reset, 5309 Northbrook	Lump	1	\$225.00	\$225.00	\$300.00	\$300.00	\$800.00	\$800.00	\$700.00	\$700.00	\$0.00	\$0.00
0012	SPEC	Conduit for Sprinkler Systems	Ft	1000	\$10.00	\$10,000.00	\$1.50	\$1,500.00	\$4.00	\$4,000.00	\$1.50	\$1,500.00	\$0.00	\$0.00
0013	SPEC	Sprinkler Heads	Each	30	\$40.00	\$1,200.00	\$35.00	\$1,050.00	\$55.00	\$1,650.00	\$50.00	\$1,500.00	\$0.00	\$0.00
0014	207	Inlet Protection	Each	2	\$100.00	\$200.00	\$120.00	\$240.00	\$95.00	\$190.00	\$80.00	\$160.00	\$0.00	\$0.00
0015	653	Topsoil Furnished and Placed, As Per Plan	Cu Yd	164	\$55.00	\$9,020.00	\$45.00	\$7,380.00	\$55.00	\$9,020.00	\$27.00	\$4,428.00	\$0.00	\$0.00
0016	659	Seeding and Mulching Class 1, As Per Plan	Sq Yd	1472	\$5.00	\$7,360.00	\$2.00	\$2,944.00	\$2.00	\$2,944.00	\$2.05	\$3,017.60	\$0.00	\$0.00
0017	659	Commercial Fertilizer	Ton	0.20	\$500.00	\$100.00	\$1,500.00	\$300.00	\$500.00	\$100.00	\$600.00	\$120.00	\$0.00	\$0.00
0018	659	Water	Mgal	7.9	\$10.00	\$79.00	\$50.00	\$395.00	\$1.00	\$7.90	\$1.00	\$7.90	\$0.00	\$0.00
0019	203	Excavation	Cu Yd	442	\$5.00	\$2,210.00	\$26.00	\$11,492.00	\$1.50	\$13,923.00	\$33.25	\$14,696.50	\$0.00	\$0.00
0020	204	Subgrade Compaction	Sq Yd	2348	\$1.00	\$2,348.00	\$1.00	\$2,348.00	\$1.00	\$2,348.00	\$1.25	\$2,935.00	\$0.00	\$0.00
0021	204	Excavation of Subgrade	Cu Yd	200	\$5.50	\$1,100.00	\$26.00	\$5,200.00	\$21.00	\$4,200.00	\$33.25	\$6,650.00	\$0.00	\$0.00
0022	204	Granular Material, Type B	Cu Yd	200	\$35.00	\$7,000.00	\$38.00	\$7,600.00	\$40.00	\$8,000.00	\$42.75	\$8,550.00	\$0.00	\$0.00
0023	304	Aggregate Base	Cu Yd	504	\$35.00	\$17,640.00	\$41.00	\$20,664.00	\$58.00	\$29,232.00	\$42.75	\$21,546.00	\$0.00	\$0.00
0024	407	Tack Coat for Intermediate Course	Gal	81	\$2.25	\$182.25	\$2.00	\$162.00	\$3.00	\$243.00	\$4.00	\$324.00	\$0.00	\$0.00
0025	448	Asphalt Concrete Intermediate Course, Type 2, PG64-22	Cu Yd	140	\$175.00	\$24,500.00	\$150.00	\$21,000.00	\$152.00	\$21,280.00	\$166.00	\$23,240.00	\$0.00	\$0.00
0026	448	Asphalt Concrete Surface Course, Type 1, PG64-22	Cu Yd	103	\$185.00	\$19,055.00	\$200.00	\$20,600.00	\$254.00	\$26,162.00	\$192.75	\$19,853.25	\$0.00	\$0.00
0027	608	Concrete Walk	Sq Ft	134	\$8.00	\$1,072.00	\$8.00	\$1,072.00	\$16.00	\$2,144.00	\$10.75	\$1,440.50	\$0.00	\$0.00
0028	609	Curb, LCE Type A	Ft	1592	\$12.00	\$19,104.00	\$12.00	\$19,104.00	\$12.50	\$19,900.00	\$14.75	\$23,482.00	\$0.00	\$0.00
0029	603	6" Conduit, Type F for Underdrain Outlets	Ft	40	\$20.00	\$800.00	\$15.00	\$600.00	\$34.00	\$1,360.00	\$10.00	\$400.00	\$0.00	\$0.00
0030	603	12" Conduit, Type B (707.45)	Ft	33	\$50.00	\$1,650.00	\$70.00	\$2,310.00	\$85.00	\$2,805.00	\$59.50	\$1,963.50	\$0.00	\$0.00
0031	604	Catch Basin, City of Toledo Type A-2	Each	2	\$2,100.00	\$4,200.00	\$2,700.00	\$5,400.00	\$2,320.00	\$4,640.00	\$2,375.00	\$4,750.00	\$0.00	\$0.00
0032	605	6" Shallow Pipe Underdrains	Ft	1367	\$15.00	\$20,505.00	\$14.00	\$19,138.00	\$12.00	\$16,404.00	\$9.50	\$12,986.50	\$0.00	\$0.00
0032A	SPEC	Curb Drain Disconnect	Each	3	\$100.00	\$300.00	\$100.00	\$300.00	\$200.00	\$600.00	\$120.00	\$360.00	\$0.00	\$0.00
0033	638	8" Watermain Ductile Iron Pipe, ANSI Class 54	Ft	579	\$80.00	\$46,320.00	\$86.00	\$49,794.00	\$80.00	\$46,320.00	\$99.00	\$57,321.00	\$0.00	\$0.00
0034	638	12"x12"x8" Tapping Sleeve, Valve & Valve Box	Each	1	\$4,200.00	\$4,200.00	\$4,500.00	\$4,500.00	\$6,500.00	\$6,500.00	\$5,250.00	\$5,250.00	\$0.00	\$0.00
0035	638	8"x45 Deg. Ben	Each	3	\$450.00	\$1,350.00	\$700.00	\$2,100.00	\$422.00	\$1,266.00	\$310.00	\$930.00	\$0.00	\$0.00
0036	638	8"x22-1/2 Deg. Bend	Each	1	\$450.00	\$450.00	\$700.00	\$700.00	\$520.00	\$520.00	\$295.00	\$295.00	\$0.00	\$0.00
0037	638	8"x6" Reducer	Each	2	\$300.00	\$600.00	\$600.00	\$1,200.00	\$800.00	\$1,600.00	\$245.00	\$490.00	\$0.00	\$0.00
0038	638	6" Plug	Each	1	\$275.00	\$275.00	\$450.00	\$450.00	\$105.00	\$105.00	\$170.00	\$170.00	\$0.00	\$0.00
0039	638	Fire Hydrant Removed and Salvaged	Each	2	\$1,250.00	\$2,500.00	\$900.00	\$1,800.00	\$780.00	\$1,560.00	\$600.00	\$1,200.00	\$0.00	\$0.00
0040	638	Standard Hydrant Assembly	Each	2	\$5,000.00	\$10,000.00	\$5,000.00	\$10,000.00	\$4,360.00	\$8,720.00	\$4,725.00	\$9,450.00	\$0.00	\$0.00
0041	638	Fill and Plug Existing Conduit	Ft	618	\$3.00	\$1,854.00	\$5.00	\$3,090.00	\$3.00	\$1,854.00	\$8.00	\$4,944.00	\$0.00	\$0.00
0042	638	Long Water Service	Each	7	\$1,650.00	\$11,550.00	\$2,500.00	\$17,500.00	\$2,050.00	\$14,350.00	\$960.00	\$6,720.00	\$0.00	\$0.00

Line	Item Description	Unit	Qty	Cash Services		E. R. Zeiler		Crestline Paving		Helms and Sons		Contractor 10	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
0043	638 Short Water Service	Each	4	\$1,150.00	\$4,600.00	\$2,000.00	\$8,000.00	\$4,200.00	\$4,200.00	\$825.00	\$3,300.00	\$0.00	\$0.00
0044	614 Maintaining Traffic	Lump	1	\$4,000.00	\$4,000.00	\$4,500.00	\$4,500.00	\$5,790.00	\$5,790.00	\$3,600.00	\$3,600.00	\$0.00	\$0.00
0045	623 Construction Layout Stakes	Lump	1	\$5,500.00	\$5,500.00	\$6,000.00	\$6,000.00	\$4,550.00	\$4,550.00	\$7,950.00	\$7,950.00	\$0.00	\$0.00
0046	624 Mobilization	Lump	1	\$2,000.00	\$2,000.00	\$10,500.00	\$10,500.00	\$3,727.10	\$3,727.10	\$12,660.00	\$12,660.00	\$0.00	\$0.00
0047	SPEC Pre-Construction Videotaping	Lump	1	\$2,000.00	\$2,000.00	\$783.50	\$783.50	\$667.00	\$667.00	\$800.00	\$800.00	\$0.00	\$0.00
Bid Totals:					\$295,499.50		\$312,330.00		\$315,589.00		\$326,205.50		\$0.00

ORDINANCE NO. 10 - 2016

AUTHORIZING AN AGREEMENT WITH ZAMBELLI FIREWORKS MANUFACTURING CO. FOR THE INDEPENDENCE DAY CELEBRATION ON JULY 3, 2016 AT CENTENNIAL TERRACE AND QUARRY; AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO SIGN AN AGREEMENT FOR THE FIREWORKS DISPLAY WHICH WILL COST TWENTY-EIGHT THOUSAND EIGHT HUNDRED SEVENTY-FIVE DOLLARS (\$28,875); AUTHORIZING A 50% DEPOSIT PAYMENT UPON THE SIGNING OF THE AGREEMENT WHICH WILL BE SHARED BY THE CITY, SYLVANIA TOWNSHIP, COCA-COLA CORPORATION, THE SYLVANIA AREA JOINT RECREATION DISTRICT AND AREA BUSINESSES; AND DECLARING AN EMERGENCY.

WHEREAS, Zambelli Fireworks Manufacturing Co. presented to the Mayor and Director of Finance a contract providing for the furnishing, delivering, and display of fireworks for the Sylvania Community on July 3, 2016, for the sum of Twenty-Eight Thousand Eight Hundred Seventy-Five Dollars (\$28,875), as set forth in said agreement, a copy of which agreement is now on file with the Clerk of this Council; and,

WHEREAS, the total display will cost Twenty-Eight Thousand Eight Hundred Seventy-Five Dollars (\$28,875.00) with the City of Sylvania, Sylvania Township, Coca-Cola Corporation, 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 an agreement with Zambelli Fireworks Manufacturing Co. in the form and substance of the agreement now on file with the Clerk of this Council providing that Zambelli Fireworks Manufacturing Co. will provide a fireworks display on July 3, 2016, for a payment by the City to Zambelli Fireworks Manufacturing Co. of Twenty-Eight Thousand Eight Hundred Seventy-Five Dollars (\$28,875.00) with the City making a 50% deposit payment.

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 Twenty-Eight Thousand Eight Hundred Seventy-Five Dollars (\$28,875.00) - it being understood that the City of Sylvania shall receive contributions from Sylvania Township, the Sylvania Area Joint Recreation District, the Coca-Cola Corporation 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, 2016. 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 dispensing with the second and third readings: Yeas _____ Nays _____

Passed, _____, 2016 as an emergency measure.

President of Council

ATTEST:

Clerk of Council

APPROVED:

APPROVED AS TO FORM:

Mayor

Director of Law

Date

ZAMBELLI FIREWORKS MANUFACTURING CO.

THIS CONTRACT AND AGREEMENT (this "Contract") is made effective as of this 6th day of January 2016, by and between:

Zambelli Fireworks Manufacturing Co. of New Castle, Pennsylvania (hereinafter referred to as "Zambelli"),

-AND-

City of Sylvania of Sylvania, OH (hereinafter referred to as "Client").

WHEREAS, Zambelli is in the business of designing and performing exhibitions and displays of fireworks; and

WHEREAS, Client desires that Zambelli provide an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions hereof, and Zambelli desires to perform an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual agreements herein contained:

Zambelli, intending to be legally bound, agrees as follows:

1. Zambelli agrees to sell, furnish and deliver to Client a fireworks display [per the program submitted by Zambelli to Client, accepted by Client and made a part hereof] (hereinafter referred to as the "Display") to be exhibited on the display date set forth below (hereinafter referred to as the "Display Date"), or on the postponement date set forth below [if the Display is postponed as provided herein], (hereinafter referred to as the "Postponement Date") which Display Date and Postponement Date have been agreed upon at the time of signing this Contract.

Display Date: July 3, 2016

Postponement Date: _____ (7/4/16 is not available)

2. Zambelli agrees to furnish the services of display technicians (hereinafter referred to as "Display Technicians") who are sufficiently trained to present the Display. Zambelli shall determine in its sole discretion the number of Display Technicians necessary to take charge of and safely present the Display.
3. Zambelli agrees to furnish insurance coverage in connection with the Display for bodily injury and property damage, including products liability, which insurance shall include Client as additional insured regarding claims made against Client for bodily injury or property damage arising from the operations of Zambelli in performing the Display provided for in this Contract. Such insurance afforded by Zambelli shall not include claims made against Client for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 6 and 7 below. Client shall indemnify and hold Zambelli harmless from all claims and suits made against Zambelli for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 6 and 7 below.

Client, intending to be legally bound, agrees as follows:

4. Client agrees to pay Zambelli the sum of **\$28,875** (hereinafter referred to as the "Purchase Price"), fifty percent (50%) of which is due upon signing this Contract and the balance of which is due at noon three (3) days prior to the Display Date. Zambelli reserves the right to add to Client's invoice an equitable transportation surcharge in the event of any material increase in transportation costs (including the cost of fuel and third party shipping costs) to Zambelli after the date of this Contract. In addition, Client agrees to pay a postponement fee of fifteen percent (15%) of the Purchase Price plus Additional Third Party Charges (as defined in paragraph 11 below) if the Display is fired on the Postponement Date, or twenty-five percent (25%) of the Purchase Price plus Additional Third Party Charges if the Display is fired on a date other than the Display Date or the Postponement Date ("Alternate Date"). The Alternate Date must occur within six months of the original Display Date at a time agreeable to both Zambelli and the Client. Generally, Alternate Dates will not include the period from June 28th through July 7th. Checks shall be made payable to Zambelli Fireworks Manufacturing Co., unless otherwise authorized in writing by Zambelli. NO CASH shall be paid to any agent or employee of Zambelli, unless otherwise authorized in writing by Zambelli. There shall be no refund of the Purchase Price due and payable under this paragraph 4, except as specifically provided in paragraph 11 below.
5. Client agrees to meet all deadlines outlined in the Design and Production Provisions, which has been provided to Client, including but not limited to the following:

- (a) Client must select a suitable place for the Display, including a firing and debris zone reasonably acceptable to Zambelli (hereinafter referred to as the "Display Area") and submit such selection to Zambelli no later than sixty (60) days prior to the Display Date. The Display Area shall adhere to or exceed applicable National Fire Protection Association ("NFPA") standards including the Zambelli guideline that the Display Area have a radius of at least 100 feet per inch (or as mutually agreed to between Zambelli and Client) of the largest diameter pyrotechnic from the firing site in all directions to any parking area, spectators, inhabited buildings, public roads, or active railroad. Client shall submit a site map (attached hereto as Exhibit A) to Zambelli accurately representing the physical characteristics of the Display Area as pertains to NFPA and Zambelli guidelines. The content of the Display may be limited by the selection of the Display Area due to the requirement to provide sufficient safety zones.
- (b) Client must secure and deliver to Zambelli no later than _____ or ____ days prior to the Display Date all permits necessary for the Display, including but not limited to police, local, state and United States Coast Guard ("USCG") permits, and arrange for any security bonds or insurance as required by law. Zambelli will assist Client when appropriate in completing permit applications.

[Alternate to (b) above when it is expressly required by regulations that Zambelli obtain the permits. "Zambelli will secure all permits necessary for the Display as required, including but not limited to police, local, state and United States Coast Guard ("USCG") permits, and arrange for any security bonds or insurance as required by law. Client will assist Zambelli when appropriate in completing permit applications."]

- (c) If the Display is choreographed to music, the final selection of the music must be submitted to Zambelli by Client no later than ninety (90) days prior to the Display Date.

- 6. If, in its sole discretion, Client designates an area for members of the public to view the Display (hereinafter referred to as the "Spectator Area") or an area for vehicular parking (hereinafter referred to as the "Parking Area"), Client shall (a) ensure that the Spectator Area does not infringe on the Display Area, (b) have sole responsibility for ensuring that the terrain of the Spectator Area and any structures thereon, including but not limited to grandstands and bleachers are safe for use by spectators, (c) have sole responsibility for ensuring that the Parking Area is safe for use, (d) have sole responsibility to police, monitor and appropriately control spectator access to the Spectator Area and the Parking Area and police, monitor and appropriately control the behavior of persons in these areas. It is expressly agreed that Zambelli shall not inspect any area other than the Display Area, except to ensure that any Spectator or Parking Areas are outside the Display Area.
- 7. Prior to, during, and immediately following the Display, Client shall monitor the Display Area and will be solely responsible to keep all persons and property not authorized by Zambelli out of the Display Area and behind safety zone lines and limits.
- 8. Following the Display, Client shall be solely responsible for policing of the Display Area and for cleanup except as specifically provided in the sentence immediately following. Zambelli shall be responsible for the removal of unexploded fireworks and the cleanup of material debris, the removal of frames, sets and lumber from the Discharge Area, and the refilling of holes created by Zambelli or on behalf of Zambelli within the Discharge Area.
- 9. Client will include a direct reference to "Zambelli Fireworks" in all promotional material, including but not limited to event schedules; radio, television, newspaper and internet announcements; newspaper articles; and other media.

The parties, intending to be legally bound, mutually agree as follows:

- 10. It is agreed and understood by the parties hereto that should inclement weather prevent firing of the Display on the Display Date, as determined by the Authority Having Jurisdiction (as defined in paragraph 14 below) or as reasonably determined by Zambelli, then the program shall be postponed and fired on the Postponement Date. If there is no Postponement Date and the Display is not fired on the Display Date, or if inclement weather prevents firing of the Display on the Postponement Date, as determined by the Authority Having Jurisdiction or as reasonably determined by Zambelli, the Display will be cancelled and Client will pay to Zambelli, 50% of the Purchase Price, less any Deposit paid prior to the Display Date.
- 11. Client's cancellation of the Display will only be effective upon receipt by Zambelli of a written notice from an authorized person representing Client. In the event of cancellation of the Display, the parties agree as follows:

- (a) If Client cancels the Display more than sixty-one (61) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to ten percent (10%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (b) If Client cancels the Display from thirty-one (31) to sixty (60) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to twenty percent (20%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (c) If Client cancels the Display from five (5) to thirty (30) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to thirty percent (30%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (d) If Client cancels the Display less than five (5) days prior to the day of the Display, Client agrees to pay Zambelli a cancellation fee equal to fifty percent (50%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (e) "Additional Third Party Charges" shall mean all costs and expenses incurred by Zambelli and paid or payable to third parties in connection with the Display, including but not limited to security fees, permits and licensing fees and expenses, barge and tow expenses, and firewatch fees.
12. Zambelli reserves the exclusive right to make minor modifications and substitutions to the Display, provided that such changes are reasonable and necessary and do not materially, adversely affect price, time of delivery, functional character or performance of the Display.
 13. It shall be within Zambelli's and/or the Authority Having Jurisdiction's discretion to terminate the firing of the Display if any unsafe or unsuitable condition is identified. If such condition is not corrected, Zambelli may cancel the Display without further liability to Client for such cancellation.
 14. The parties agree to cooperate with the regulatory authorities having jurisdiction over the Display, including, but not limited to local fire and police departments, the Bureau of Alcohol, Tobacco, Firearms and Explosives, the Department of Transportation, the Department of Homeland Security, and the USCG (any such authority having jurisdiction over the Display is sometimes referred to herein as, the "Authority Having Jurisdiction"). The parties acknowledge that such governmental regulatory authorities having jurisdiction over the Display have the right to prohibit the Display until unsafe or unsuitable conditions are corrected.
 15. This contract shall be deemed made in the Commonwealth of Pennsylvania and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, excluding its conflict of law rules. The parties agree and consent to the jurisdiction of the courts of the Commonwealth of Pennsylvania and the Federal District Court for the Western District of Pennsylvania to decide all disputes regarding this Contract.
 16. If Client becomes bankrupt or insolvent, or if a petition in bankruptcy is filed by or against Client or if a receiver is appointed for Client, Zambelli may refuse to perform under this Contract and may terminate this Contract without prejudice to the rights of Zambelli. If Client's financial condition becomes unsatisfactory to Zambelli, Zambelli may require that Client deposit the balance of the Purchase Price in escrow or provide sufficient proof of its ability to pay the balance of the Purchase Price.
 17. Except to the extent, if any, specifically provided to the contrary herein, in no event shall Zambelli be liable to Client for any indirect, special, consequential, incidental or punitive damages or lost profits, however caused and on any theory of liability (including negligence of any kind, strict liability or tort) arising in any way out of this contract, whether or not Zambelli has been advised of the possibility of damages.
 18. If Client fails to pay the monies due under this Contract, Zambelli is entitled to recover the balance due plus interest at one and one-half percent (1 ½ %) per month on amounts past due sixty (60) days or more. Further, on balances outstanding one hundred twenty (120) days or more, Zambelli is entitled to recover the balance due, plus accrued interest, plus attorneys fees of ten percent (10%) of the amount past due, plus court costs, or, if less, the maximum amount permitted by law.
 19. This Contract shall not be construed to create a partnership or joint venture between the parties or persons mentioned herein.
 20. Each party hereunder shall be excused for the period of delay in the performance of any of its obligations hereunder and shall not be liable for failure to perform or considered in default hereunder, when prevented from so performing by a cause or causes beyond its reasonable control, including but not limited to fire, storm, earthquake,

flood, drought, accident, explosion, operation malfunction, or interruption, strikes, lockouts, labor disputes, riots, war (whether or not declared or whether or not the United States is a member), Federal, state, municipal or other governmental legal restriction or limitation or compliance therewith, failure or delay of transportation, shortage of, or inability to obtain materials, supplies, equipment, fuel, power, labor or other operational necessity, interruption or curtailment of power supply, or act of God, nature or public enemy.

- 21. This Contract constitutes the sole and entire understanding of the parties with respect to the matters contemplated hereby and supersedes and renders null and void all prior negotiations, representations, agreements and understandings (oral and written) between the parties with respect to such matters. No change or amendment may be made to this Contract except by an instrument in writing signed by each of the parties.
- 22. Notices, consents, requests or other communications required or permitted to be given by either party pursuant to this Contract shall be given in writing by first class mail, postage prepaid addressed as follows: if to Zambelli, to the address set forth below; if to Client, to _____.
- 23. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument. The exchange of copies of this Contract and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Contract as to the parties and may be used in lieu of the original Contract for all purposes. This Contract and all the rights and powers granted by this Contract shall bind and inure to the benefit of the parties and their respective successors and assigns.
- 24. _____

IN WITNESS WHEREOF, we set our hands and seals to the agreement in duplicate the day and year first above written.

FOR Client:

FOR: Zambelli Fireworks Manufacturing Co.

BY _____
date

BY _____
date

Please sign contract where indicated for Client and return all copies for final acceptance to:

Zambelli Fireworks Manufacturing Co.

20 South Mercer Street

New Castle, PA 16101

724-658-6611 800-245-0397 FAX 724-658-8318



ORDINANCE NO. 11 -2016

AUTHORIZING THE DONATION OF BICYCLES TO SYLVANIA AREA FAMILY SERVICES; DETERMINING SAID ITEMS TO BE OF NO FURTHER USE TO THE CITY OF SYLVANIA; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Sylvania Police Department has seventeen bicycles that have been found but not claimed and are of no further use to the City; and,

WHEREAS, Sylvania Area Family Services, has indicated a need for bicycles for the families it serves; and,

WHEREAS, the seventeen bicycles, set forth in a list on file with the Clerk of Council are of no further use to the City of Sylvania and should therefore be donated to Sylvania Area Family Services.

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

SECTION 1. That it is hereby determined that the City of Sylvania no longer needs the seventeen bicycles more further described on a list provided to the Clerk of Council and Director of Finance.

SECTION 2. That the Mayor and Director of Finance be, and they are hereby are, authorized to donate items named above which are of no further use to the City, to Sylvania Area Family Services.

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 bicycles named above are of no further use to the City of Sylvania and therefore they should be donated to Sylvania Area Family Services 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 dispensing with the second and third readings: Yeas _____ Nays _____

Passed, _____, 2016, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

IN THE MUNICIPAL COURT OF SYLVANIA, LUCAS COUNTY, OHIO

In Re: Disposition of Property
Held By Law Enforcement
Agency

Case No.

CRF1502441

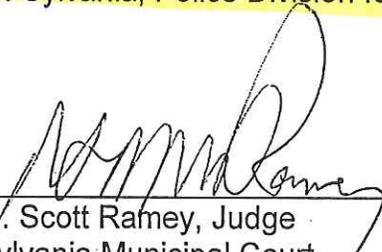
JUDGMENT ENTRY

This day this matter came before this Court for the purpose of forfeiture to the City of Sylvania, Ohio, Division of Police, of the bicycles set forth on attached "Exhibit A" recovered by the Division in 2014 and 2015.

For good cause shown, said Application is found to be well taken and the court hereby grants the same.

IT IS THEREFORE ORDERED, that the bicycles described in attached "Exhibit A" are forfeited to the City of Sylvania, Police Division for donation to a community organization.

12/8/15
Date


M. Scott Ramey, Judge
Sylvania Municipal Court



"EXHIBIT A"

Sylvania Police Found Bicycles Ready for Court Order for Donation.

GO NUMBER	GO DATE	BIKE MAKE	BIKE MODEL	SERIAL #
01-14-1231	04/29/2014	Magna	Great Divide	16204813
01-14-1565	05/27/2015	Jeep	Freedom Liberty	UV03045026
01-14-2485	08/04/2014	Next	Power X	WIE038338
01-14-3214	09/29/2014	Murray	Rocket Machine	MOK5662157
01-14-3838	11/12/2014	Magna	Rip Claw	98589426
01-14-4090	12/05/2014	Shogun	StreetMetal	GS070801029
01-15-2190	06/23/2015	Mongoose	Ace	AR336520
01-15-2190	06/23/2015	Magna	Comp RX Series	95TD377727
01-15-1370	04/21/2015	Huffy	Lakota	44605BA07C
01-15-2411	07/15/2015	Magna	Excitor	DJFE051365
01-15-2503	07/24/2015	Hyper	Havoc	DMG14000
01-15-2592	07/31/2015	Huffy	Thunder Ridge	965279391713H1321
01-15-2636	08/04/2015	Roadmaster	Mt. Sport	SNFSD05FJ0344
01-15-2702	08/09/2015	Dumar International	XGames Motobike	DM08A034354
01-15-2798	08/18/2015	Huffy	Dynamo	266299334911F253
01-15-3398	10/10/2015	Razor	GS02029	G1011007762

16 BIKES

IN THE MUNICIPAL COURT OF SYLVANIA, LUCAS COUNTY, OHIO

In Re: Disposition of Property
Held By Law Enforcement
Agency

:
:

Case No.

CRF1401725

ORDER

:

This day this matter came before this court for the purpose of forfeiture to the City of Sylvania, Ohio, Division of Police, of the Silver Mongoose XR-75 bicycle, Serial No. SNSF008J14950, turned over to the Division on 8/11/2012.

For good cause shown, said Application is found to be well taken and the court hereby grants the same.

IT IS THEREFORE ORDERED, that the said Silver Mongoose XR-75 bicycle, Serial No. SNSF008J14950 be forfeited to the City of Sylvania, Ohio, Police Division for donation to a community organization.

Date

8/20/14

M. Scott Ramey, Judge
Sylvania Municipal Court



9a



City Of Sylvania

DEPARTMENT OF PUBLIC SERVICE

KEVIN G. ALLER, PE DIRECTOR

January 29, 2016

To: The Mayor and Members of Sylvania City Council

Re: **Sylvania Area Bikeways Initiative**

Dear Mr. Mayor and Council Members:

For almost a year now several area entities have been meeting in an effort to improve the biking opportunities for our residents. The attached map is the result of those efforts.

The map will be the guide that the City will use for both short-term and long-term improvements as opportunities present themselves.

We have been involved in this process throughout and ask for support of the Sylvania Area Bikeways Initiative.

Please call if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kevin G. Aller", is written over a horizontal line.

Kevin G. Aller, P.E.
Director of Public Service
KGA/dsw

96

RESOLUTION NO. 3 -2016

A RESOLUTION OF THE COUNCIL OF THE CITY OF SYLVANIA, OHIO ADOPTING THE SYLVANIA AREA BIKEWAYS PLAN; AND DECLARING AN EMERGENCY.

WHEREAS, the Sylvania Area Bikeway Initiative consists of the Lucas County Engineers, Olander Park System, Sylvania Area Joint Recreation District, City of Sylvania, Sylvania Schools and Sylvania Township; and,

WHEREAS, biking is already a popular practice on the roads and trails of the Sylvania Area; and,

WHEREAS, bikeways can be incorporated in road designs as roads are upgraded and maintained and the proposed bikeways plan will dramatically influence the development of the Sylvania Area's bicycle infrastructure for years to come; and,

WHEREAS, replacing vehicle trips with bicycle trips can decrease congestion, improve air quality and lead to a healthier, more active community.

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

SECTION 1. That this Council hereby adopts the Sylvania Area Bikeways Plan and incorporates it by reference into their Comprehensive Complete Streets Plan.

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

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

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

Vote dispensing with the second and third readings: Yeas ____ Nays ____

Passed, _____, 2016, as an emergency measure.

ATTEST:

Clerk of Council

APPROVED: _____

Mayor

Date

President of Council

APPROVED AS TO FORM:

Director of Law

10a



DEPARTMENT OF PUBLIC SERVICE

KEVIN G. ALLER, PE DIRECTOR

January 29, 2016

To: The Mayor and Members of Sylvania City Council

Re: **Burnham Park Elevated Tank Exterior Painting**

Dear Mr. Mayor and Council Members:

The elevated 500,000 gallon storage tank is in need of minor improvements and a new paint coating on the exterior. It has been 18 years since the tank was last painted. There are also some items that need to be improved to today's standards for safety and source water protection. The estimated cost for the paint coating and modifications is \$136,000. This project was included in the 2016 Capital Improvement Plan.

Dixon Engineering has submitted a proposal in the amount of \$22,837.25 to provide engineering design and inspection services for the project. We recommend approval to enter into an agreement with Dixon Engineering for those services.

Please call if you have any questions.

Sincerely,

Kevin G. Aller, P.E.
Director of Public Service
KGA/dsw

ORDINANCE NO. 12 -2016

ACCEPTING THE PROPOSAL OF DIXON ENGINEERING, INC. TO PROVIDE ENGINEERING DESIGN AND INSPECTION SERVICES FOR THE BURNHAM PARK ELEVATED TANK EXTERIOR PAINTING PROJECT; APPROPRIATING FUNDS THEREFORE IN THE AMOUNT OF \$22,837.25; AND DECLARING AN EMERGENCY.

WHEREAS, the elevated 500,000 gallon storage tank in Burnham Park is in need of minor improvements and a new paint coating on the exterior as it has been 18 years since the tank was last painted; and,

WHEREAS, the estimated cost for the painting and modifications is \$136,000 and was included in the 2016 Capital Improvement Plan; and,

WHEREAS, the Director of Public Service, in a report dated January 29, 2016, has recommended that the proposal of Dixon Engineering, Inc. to provide engineering design and inspection services for the Burnham Park Elevated Tank Exterior Painting Project at a cost of Twenty-Two Thousand Eight Hundred Thirty-Seven and 25/100 Dollars (\$22,837.25), be accepted.

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

SECTION 1. That the proposal of Dixon Engineering, Inc. in the amount of Twenty-Two Thousand Eight Hundred Thirty-Seven and 25/100 Dollars (\$22,837.25) for providing engineering design and inspection services for the Burnham Park Elevated Tank Exterior Painting Project, is hereby 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 consultant services hereby authorized, there is hereby appropriated from the **FUND** from funds therein not heretofore appropriated to **Account No.** _____ the amount of Twenty-Two Thousand Eight Hundred Thirty-Seven and 25/100 Dollars (\$22,837.25).

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

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

SECTION 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the City should provide for the engineering design and inspection services for the Burnham Park Elevated Tank Exterior Painting 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 dispensing with the second and third readings: Yeas Nays

Passed, _____, 2016, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date



City Of Sylvania

DIVISION OF POLICE
WILLIAM H. RHODUS, CHIEF

December 19, 2016

To: The Mayor and Members of the City Council

Re: 2015 Law Enforcement Trust Fund Report
2015 Drug Law Enforcement Fund Report
2015 Federal Equitable Sharing Fund
2015 Property Seized/Forfeited Report

Pursuant to Section 2933.43 of the Ohio Revised Code I am submitting this report verifying that the property and revenue received and expended complies with Ohio Revised Code Section 2923.43, division policy, and resolutions 11-90 and 12-90.

Law Enforcement Trust Fund - Resolution 11-90 (account - 225)

<u>Revenue</u>	<u>Expenditures</u>	<u>2015 Ending Balance</u>
\$28,599.02 from 2014	\$-0- training	\$28,411.94
\$1,311.20 property/cash seizures	\$518.28 equipment	
\$-0- other miscellaneous	\$-0- investigations	
	\$980.00 other miscellaneous	

Drug Law Enforcement Fund - Resolution 12-90 (account - 226)

<u>Revenue</u>	<u>Expenditures</u>	<u>2015 Ending Balance</u>
\$12,737.68 from 2014	\$-0- training	\$14,736.67
\$5,230.75 Sylvania Court mandatory fines	\$-0- equipment	
\$-0- Common Pleas Court mandatory fines	\$-0- investigations	
\$-0- other miscellaneous	\$3,231.76 other miscellaneous	

Federal Equitable Sharing Fund (account - 229)

<u>Revenue</u>	<u>Expenditures</u>	<u>2015 Ending Balance</u>
\$55,059.00 from 2014	\$-0- training	\$55,212.09
\$-0- Federal (DEA) seizures	\$-0- equipment	
\$153.09 interest posted	\$-0- investigations	
\$-0- other	\$-0- leased vehicles	

Seized/Forfeited Property in 2015

Seized Property

\$2,220.52 add up all forfeited \$ or bond back property
\$1,719.36 add up all \$ seized this year
\$501.16 add up all returned cash

Disposition/Proceeds

\$1,311.20 Forfeit to PD account 225
\$4,464.71 Pending disposition
\$322.00 Seized money returned to owner

Non-cash Seizures

2001 Dodge Ram 1500 Truck
VIN: 3B7HF13261G813468

Disposition

There were no other revenues, expenditures, or seizures during this reporting period.

Respectfully submitted,



William H. Rhodus
Chief of Police



B
Board of County
Commissioners
Tina Skeldon Wozniak
President
Pete Gerken
Carol Contrada

Jody L. Balogh
Clerk of the Board

January 15, 2016

Ms. Sharon Bucher
Clerk of Council
City of Sylvania
6730 Monroe Street
Sylvania, OH 43560

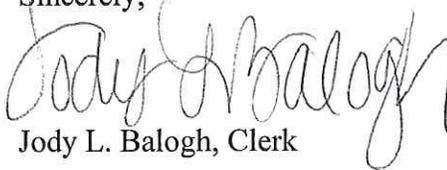
Re: Annexation Petitions 2016-1 and 2016-2
Portions of Sylvania Township to the City of Sylvania

Dear Ms. Bucher:

Enclosed are copies of Resolution Nos. 16-31 and 16-32, accepting the filing of the above-referenced annexation petitions. The hearing date for these annexations is set for Tuesday, March 22, 2016, at 11:00 a.m., One Government Center, First Floor, Commissioners' Chambers, Toledo, Ohio.

If you need additional information, please feel free to contact me.

Sincerely,



Jody L. Balogh, Clerk

/jlb
enc.

Date: January 11, 2016

Resolution No. 16-31

Title: Accepting the Filing of Annexation Petition No. 2016-1, Portions of Sylvania Township to the City of Sylvania, Parcel Nos. 78-80064 and 78-80134 (0.911 acres±)

Department/Agency: Commissioners

Contact: Jody L. Balogh, Clerk

Summary/Background: There was filed with this Board on January 4, 2016, a petition for the annexation by a majority of the owners of approximately 0.911 acres of land, more or less, of real estate in Sylvania Township to the City of Sylvania by James A. Moan, Esq., agent for the petitioners. The petitioner requests that the territory be annexed pursuant to the **Regular Annexation** procedures contained in R.C. 709.02

Budget Impact: N/A

Statutory Authority/ORC: 709.02

Commissioner Skeldon Wozniak offered the following resolution:

WHEREAS, in consideration of the above, NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners, Lucas County, Ohio, that:

Section 1. This Board acknowledges receipt of Annexation Petition No. 2016-1, Portions of Sylvania Township to the City of Sylvania, Parcel Nos. 78-80064 and 78-80134 (0.911 acres±) with a deposit of \$150.00 to be placed into account 8040-8035-418160. The clerk of this Board is directed to enter said petition upon the journal of this Board.

Section 2. This Board's January 11, 2016 meeting is the first available regular session of the Board since the filing of the petition.

Section 3. This Board hereby sets the hearing date of **March 22, 2016, at 11:00 a.m.**, in the Commissioners' Hearing Room, First Floor, One Government Center, Toledo, Ohio.

Section 4. The petition, legal description and map are hereby referred to the Lucas County Engineer to determine that there is an accurate legal description of the perimeter of the territory proposed to be annexed, and a map or plat of the territory.

Section 5. This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in those formal actions were in a meeting open to the public in compliance with the law.

January 11, 2016

Accepting the Filing of Annexation Petition No. 2016-1, Portions of Sylvania Township to the City of Sylvania, Parcel Nos. 78-80064 and 78-80134 (0.911 acres±)

Page 2

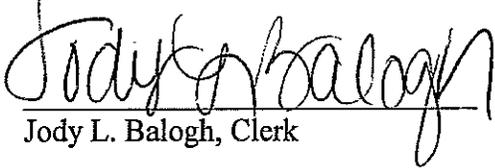
Section 6. This resolution shall be in full force and effect from and immediately upon its adoption.

Action Taken:

Commissioner Skeldon Wozniak voted yes

Commissioner Gerken voted yes

Commissioner Contrada voted yes

A handwritten signature in cursive script, appearing to read "Jody L. Balogh", written over a horizontal line.

Jody L. Balogh, Clerk

Date: January 11, 2016

Resolution No. 16-32

Title: Accepting the Filing of Annexation Petition No. 2016-2, Portions of Sylvania Township to the City of Sylvania – Parcel Nos. 78-24251, 78-24197, 79-07191, 79-75200, 78-24151, 78-24194, 78-24204 (18.73± acres)

Department/Agency: Commissioners

Contact: Jody L. Balogh, Clerk

Summary/Background: There was filed with this Board on January 4, 2016, a petition for the annexation by a majority of the owners of approximately 18.73 acres of land, more or less, of real estate in Sylvania Township to the City of Sylvania by James A. Moan, Esq., agent for the petitioners. The petitioner requests that the territory be annexed pursuant to the **Regular Annexation** procedures contained in R.C. 709.02

Budget Impact: N/A

Statutory Authority/ORC: 709.02

Commissioner Skeldon Wozniak offered the following resolution:

WHEREAS, in consideration of the above, NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners, Lucas County, Ohio, that:

Section 1. This Board acknowledges receipt of Annexation Petition No. 2016-2, Portions of Sylvania Township to the City of Sylvania, Parcel Nos. 78-24251, 78-24197, 79-07191, 79-75200, 78-24151, 78-24194, 78-24204 (18.73± acres) with a deposit of \$150.00 to be placed into account 8040-8035-418160. The clerk of this Board is directed to enter said petition upon the journal of this Board.

Section 2. This Board's January 11, 2016 meeting is the first available regular session of the Board since the filing of the petition.

Section 3. This Board hereby sets the hearing date of **March 22, 2016, at 11:00 a.m.**, in the Commissioners' Hearing Room, First Floor, One Government Center, Toledo, Ohio.

Section 4. The petition, legal description and map are hereby referred to the Lucas County Engineer to determine that there is an accurate legal description of the perimeter of the territory proposed to be annexed, and a map or plat of the territory.

Section 5. This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in those formal actions were in a meeting open to the public in compliance with the law.

January 11, 2016

Accepting the Filing of Annexation Petition No. 2016-2, Portions of Sylvania Township to the City of Sylvania – Parcel Nos. 78-24251, 78-24197, 79-07191, 79-75200, 78-24151, 78-24194, 78-24204 (18.73± acres)

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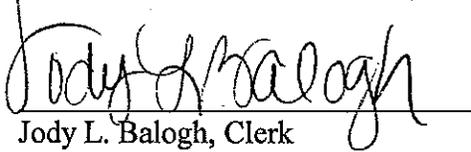
Section 6. This resolution shall be in full force and effect from and immediately upon its adoption.

Action Taken:

Commissioner Skeldon Wozniak voted yes

Commissioner Gerken voted yes

Commissioner Contrada voted yes

A handwritten signature in cursive script, reading "Jody L. Balogh", is written over a horizontal line.

Jody L. Balogh, Clerk