

Sylvania City Council

February 21, 2017

7:00 p.m. Employee & Community Relations Committee Meeting
Policies making Board & Committee Appointments

7:30 p.m. Council Meeting
Agenda

1. Roll call. Mrs. Cappellini, Mr. Frye, Mr. Haynam, Mrs. Husman, Mr. Luetke, Mr. Mishka, Mrs. Westphal, present.
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 February 6, 2017.
5. 2016 Sanitary Lining Project.
 - a. Service Director's report on Change Order No. 1.
 - b. Proposed Ordinance No. 11-2017, Authorizing to approve Change Order #1 to agreement with Insituform Technologies, USA, LLC.
6. Truck Sanitary Sewer Inspection Project.
 - a. Service Director's report on project.
 - b. Proposed Ordinance No. 12-2017, Accepting proposal of Redzone Robotics, Inc. to provide professional services for system-wide large diameter sanitary sewer inspection services.
7. Planning Commission's recommendation for Zoning Ordinance Amendment Petition No. SUP-1-2017, a request from Toledo-Lucas County Public Library, to amend the Special Use Permit for additions and renovations, for property located at 6749 Monroe St., Sylvania, OH. Public hearing date has been set for March 20, 2017 at 7:00 p.m. (No action needed.)
8. Proposed Ordinance No. 13-2017, Authorizing to enter into an agreement with the Board of Commissioners of Lucas County, Ohio, addressing the Common Pleas provision of pretrial supervision services for city defendants.
9. Proposed Ordinance No. 14-2017, Authorizing to enter into an agreement with the Board of Commissioners of Wood County, Ohio, the Sheriff of Wood County, Ohio for the use of the Wood County Justice Center for the housing of city prisoners.
10. Proposed Ordinance No. 15-2017, Authorizing to enter into an agreement with the Board of Commissioners of Lucas County, Ohio regarding use of the Lucas County Work Release Program.

11. Proposed Ordinance No. 16-2017, Authorizing to enter into an agreement with the Board of Commissioners of Lucas County, Ohio for the use of the Lucas County Corrections Center for city prisoners.
12. Committee reports.
 - a. Employee & Community Relations meeting from this date at 7:00p.m.
13. Committee referrals.
14. Committee of the Whole Executive Session for the purpose of discussing sale of real estate.

INFORMATION

- A. January 2017 Bank Reconciliation.
- B. Municipal Planning Commission minutes from February 15, 2017.
- C. Board of Architectural Review minutes from February 15, 2017.

Minutes of the Meeting of Council
February 6, 2017

The Council of the City of Sylvania, Ohio met in regular session on February 6, 2017 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, Mark Luetke, Doug Haynam, Sandy Husman, Jason Mishka, Mary Westphal: (7) present; (0) absent.

Roll call:
All, present.

The Maplewood School Cub Scout Pack 158 conducted an opening flag ceremony and lead the Pledge of Allegiance to the United States of America.

Pledge of
Allegiance.

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

Requests were made for the following additions to the agenda:

- 10a. Information on Tarta Route changes.
- 10b. Schedule Employee & Community Relations Committee meeting.

Mrs. Westphal moved, Mrs. Husman 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.

Agenda
approval.

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

Mrs. Westphal presented the January 17, 2017 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 17, 2017 be approved; roll call vote being: Frye, Haynam, Husman, Luetke, Mishka, Westphal, Cappellini, (7) yeas; (0) nays. The motion carried.

Approval of the
January 17
meeting
minutes.

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

Service Director's report on the T-Mobile Cell site was placed on file. Mrs. Husman presented and read aloud by title only, proposed Ordinance No. 9-2017, 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 T-Mobile Central, LLC an easement to provide means for T-Mobile to install a natural gas service line on City owned property; and declaring an emergency."; Mrs. Husman moved, Mrs. Westphal seconded, that Council dispense with the Second and Third Reading of said Ordinance; roll call vote being: Haynam, Husman, Luetke, Mishka, Westphal, Cappellini, Frye, (7) yeas; (0) nays. The motion carried.

Ordinance No.
9-2017,
"Authorizing T-
Mobile an
easement for
natural gas
service..."

Minutes of the Meeting of Council
February 6, 2017

Mrs. Husman moved, Mr. Luetke seconded, that Ordinance No. 9-2017 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 added agenda item 6.

Mr. Frye presented and read aloud by title only, proposed Ordinance No. 10-2017, a written copy of same having been previously furnished to each member of Council, "Authorizing an agreement with Zambelli Fireworks Manufacturing Co. for the Independence Day Celebrations on July 3, 2017, July 3, 2018, and July 3, 2019 at Centennial Terrace and Quarry; authorizing the Mayor and Director of Finance to sign an agreement for the Fireworks Display which will cost Thirty Thousand Three Hundred Twenty-Five Dollars (\$30,325); authorizing a 50% deposit payment for each year's fireworks display due in February of each calendar year 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." Mr. Frye moved, Mr. Mishka seconded, that Council dispense with the Second and Third Readings of said Ordinance; roll call vote being: Cappellini, Frye, Haynam, Husman, Luetke, Mishka, Westphal, (7) yeas; (0) nays. The motion carried.

Ordinance No. 10-2017, "...authorizing agreement with Zambelli.... Fireworks for 7/3/17, 7/3/18, and 7/3/19...."

Mr. Frye moved, Mr. Luetke seconded, that Ordinance No. 10-2017 be enacted as an emergency measure as declared therein; roll call vote being: Frye, Haynam, Husman, Luetke, Mishka, Westphal, Cappellini, (7) yeas; (0) nays. The motion carried.

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

Mr. Haynam moved, Mr. Luetke seconded to refer Zoning Ordinance Amendment Petition No. SUP-1-2017, a request from Toledo-Lucas County Public Library to amend the Special Use Permit for additions and renovations at 6749 Monroe St, Sylvania, Ohio 43560 to the Planning Commission for review and recommendation.; roll call vote being: Haynam, Husman, Luetke, Mishka, Westphal, Cappellini, Frye, (7) yeas; (0) nays. The motion carried.

Refer SUP-1-2017, Tol-Lu Co. Public Library to Plan Commission.

Mr. Haynam moved, Mr. Frye seconded to set the Public Hearing for Zoning Ordinance Amendment Petition No. SUP-1-2017 for March 20, 2017 at 7:00 p.m.; roll call vote being: Husman, Luetke, Mishka, Westphal, Cappellini, Frye, Haynam, (7) yeas; (0) nays. The motion carried.

Set P.H. for SUP-1-2017 for 3/20/17.

Minutes of the Meeting of Council
February 6, 2017

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

Mrs. Husman presented information regarding the resignation of Adam Fineske as Sylvania Historical Village Trustee and provided information on his replacement, Mr. David Maloepszy, Assistant Principal of Timberstone Junior High School.

Adam Fineske's
resignation from
Syl. Historical
Village Board.

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

Mrs. Westphal reported on the Finance Committee held on this date at 7:00 p.m. Mr. Schroyer provided information on the Ohio Checkbook program. The Committee will advance a recommendation to participate in this program for an initial 3 years then will be revisited. Mr. Schroyer provided information on status of the sale of bonds.

Finance Com.
Report re: Ohio
Checkbook
Program.

Mr. Luetke moved, Mr. Haynam seconded to approve the recommendation from the Finance Committee to participate in the Ohio Checkbook Program for an initial term of three years with a review at the end of the three years; roll call vote being: Westphal, Cappellini, Frye, Haynam, Husman, Luetke, Mishka, (7) yeas; (0) nays. The motion carried.

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

Mayor Stough provided information on the TARTA Route changes. He stated TARTA will conduct Public Hearings on February 15, 2017 at 12:30 p.m. and 6:00 p.m. at 1127 W. Central Avenue, and February 16, 2017 at 6:00 p.m. at the Sylvania Public Library to discuss the proposed changes.

TARTA public
hearings on
route changes.

Mr. Luetke scheduled an Employee & Community Relations Committee meeting for Tuesday, February 21, 2017 at 7:00 p.m. for the purpose of discussing the policies of Council to make Board and Commission appointments.

Set Employee &
Com Relations
Committee mtg.
2/21/17,
7:00p.m.

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

Mrs. Westphal moved, Mrs. Husman seconded to enter into Committee-of-the-Whole Executive Session for the purpose of possible real estate property sale at 8:05 p.m. Roll call vote being: Cappellini, Frye, Haynam, Husman, Luetke, Mishka, Westphal, (7) yeas; (0) nays. The motion carried.

C.O.W.
Executive
Session for
possible R.E.
property sale.

Minutes of the Meeting of Council
February 6, 2017

Mrs. Westphal moved, Mr. Luetke seconded to return from C.O.W. Executive Session to General Session at 8:38 p.m. Roll call vote being: Frye, Haynam, Husman, Luetke, Mishka, Westphal, Cappellini, (7) yeas; (0) nays. The motion carried.

Mayor Stough stated that no action will take place as a result of the Executive Session.

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

Mr. Haynam moved, Mr. Luetke seconded that this meeting adjourn; all present voting yea (7); (0) nays. The motion carried and the meeting adjourned at 8:40 p.m.

Adjournment.

Clerk of Council

Mayor

5a



City Of Sylvania

DEPARTMENT OF PUBLIC SERVICE

KEVIN G. ALLER, PE DIRECTOR

February 21, 2017

To: The Mayor and Members of Sylvania City Council

Re: **2016 SANITARY LINING PROJECT (CITY OF SYLVANIA & LUCAS COUNTY SANITARY ENGINEER)
CHANGE ORDER NO. 1**

Dear Mr. Mayor and Council Members:

During cleaning and pre-lining activities it was determined that two separate sewer segments to be lined had different measured diameters than specified in the contract. One location was on Garden Park Drive and the other on Maplewood Drive. The Garden Park Drive sewer was specified as an 8" sewer and measured to be a 10" sewer. The Maplewood Drive sewer was specified as a 12" sewer and measured to be a 10" sewer.

The original contract did not contain a line item for cast-in-place lining for a 10" sewer. The contractor submitted unit pricing of \$33/foot to complete the work which was found to be acceptable by the Service Department. As a result this change order will increase the original contract by \$15,279. Installed quantities of 8" and 12" sewer will be reduced accordingly in the final project change order.

We would recommend approval of Change Order No. 1 which will increase the contract amount from \$560,396.50 to \$575,675.50.

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

CITY OF SYLVANIA, OHIO

CHANGE ORDER Number 1

Project Ordinance No.: 54-2016 Purchase Order No. 52576

Contract: 2016 Sanitary Lining Project (COS & LCSE)

Title of Change Order: _____

Date: 2/8/2017

Description of Change: Changes in Work (See Attached) \$15,279.00

RECOMMENDED FOR APPROVAL BY: Kevin G. Aller 2/10/17
 Kevin G. Aller, P.E. Date
 Public Service Director

| | | | |
|----------------------------|------------|----|--|
| Original Contract Amt | \$ 560,396 | 50 | REVIEWED BY: <u>Joseph E. Shaw</u> Engineer |
| Previous Changes (+ or --) | \$ 0 | 00 | DATE: <u>2/10/17</u> |
| This Change (+ or --) | \$ 15,279 | 00 | SUBMITTED BY: <u>Jana Lause</u> Contractor's Signature |
| Adjusted Contract Amt | \$ 575,675 | 50 | DATE: <u>2-9-17</u> Jana Lause, Contracting & Attesting Officer |

City of Sylvania, Ohio

The above proposal is hereby approved.

The above proposal is hereby approved.

Craig A. Stough, Mayor Date Toby Schroyer, Finance Director Date

**CITY OF SYLVANIA
CHANGE ORDER NO. 1**

2016 SANITARY LINING PROJECT (COS & LCSE)

2/8/2017

Sheet 1 of 1

1 CHANGES IN WORK

a. Garden Park Drive 10" Sewer

\$13,827.00

- 1) During cleaning and pre-lining activities between MH 333 and MH 331 it was discovered the actual size of the sewer to be lined was 10" rather than the estimated 8" size. There was not a pay item in the bid to line 10" sewer, so the contractor submitted pricing for approval. The unit bid pricing for 8" sewer was \$19.70/foot and for 12" sewer was \$38.70/foot.

| | <u>Quantity (FT)</u> | <u>Unit Price (\$/FT)</u> | |
|------------------------|----------------------|---------------------------|-------------|
| Sewer Lining-10" CIPP: | 419 | \$33 | \$13,827.00 |

b. Maplewood Drive 10" Sewer

\$1,452.00

- 1) During cleaning and pre-lining activities between CB #1 and CB #514 it was discovered the actual size of the sewer to be lined was 10" rather than the estimated 12" size. There was not a pay item in the bid to line 10" sewer, so the contractor submitted pricing for approval. The unit bid pricing for 8" sewer was \$19.70/foot and for 12" sewer was \$38.70/foot.

| | <u>Quantity (FT)</u> | <u>Unit Price (\$/FT)</u> | |
|------------------------|----------------------|---------------------------|------------|
| Sewer Lining-10" CIPP: | 44 | \$33 | \$1,452.00 |

*Installed quantities of 8" and 12" sewer will be reduced accordingly in the final project change order.

2 CHANGE ORDER NO. 1 (ADD)

\$15,279.00

ORDINANCE NO. 11 -2017

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO APPROVE CHANGE ORDER NO. 1 TO THIS CITY'S AGREEMENT WITH INSITUFORM TECHNOLOGIES USA, LLC FOR THE 2016 SANITARY SEWER LINING PROJECT WHICH REFLECTS THE ACTUAL WORK PERFORMED ON THIS PROJECT; INCREASING THE CONTRACT AMOUNT BY \$15,279; APPROPRIATING FUNDS THEREFORE; AND DECLARING AN EMERGENCY.

WHEREAS, Ordinance No. 54-2016, passed September 6, 2016, accepted the bid of Insituform Technologies USA, LLC, which bid was in the amount of \$560,396.50; and,

WHEREAS, the Director of Public Service, by report dated February 21, 2017, has recommended the acceptance of Change Order No. 1 of Insituform Technologies USA, LLC for said 2016 Sanitary Sewer Lining Project to reflect the actual work performed on this project; and,

WHEREAS, during cleaning and pre-lining activities it was discovered that two separate sewer segments to be lined had different measured diameters than specified in the contract which resulted in an increase to the contract in the amount of \$15,279; and,

WHEREAS, the actual work performed resulted in a net increase to the contract in the amount of Fifteen Thousand Two Hundred Seventy-Nine Dollars (\$15,279.00), for a total contract amount of \$575,675.50.

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

SECTION 1. That said change order increasing the contract amount by the sum of Fifteen Thousand Two Hundred Seventy-Nine Dollars (\$15,279.00), authorized to be appropriated be, and the same hereby is, approved, and the Mayor and the Director of Finance be, and they hereby are, authorized to sign said change order on behalf of this City, thereby indicating such approval and changing the total contract amount.

SECTION 2. That, to provide funds for said change order for improvements, there is hereby appropriated from the **SEWER FUND** from funds therein not heretofore appropriated to **Account No. 702-7540-53501 – Utility Improvements**, the sum of Fifteen Thousand Two

Hundred Seventy-Nine Dollars (\$15,279.00).

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

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

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

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

Passed, _____, 2017, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date



6a

City Of Sylvania

DEPARTMENT OF PUBLIC SERVICE

KEVIN G. ALLER, PE DIRECTOR

February 8, 2017

To: The Mayor and Members of Sylvania City Council

Re: **Trunk Sanitary Sewer Inspection**

Dear Mr. Mayor and Council Members:

Much of the City's trunk sanitary sewer system has been in the ground for approximately 40 years with portions of it older than 50 years. Much of this pipe is our larger diameter piping.

Our camera equipment is used extensively throughout the City to determine pipe condition, infiltration & inflow concerns, flow characteristics, etc. However, it is limited to the smaller diameter pipes, 8-inch to 15-inch.

The attached proposal outlines a complete inspection program for our larger trunk sewer system, pipes 18-inch through 42-inch. This program will include video services, laser sensors, and sonar. The inspection will provide information on the pipe's condition, sediment deposits, corrosion levels, ovality/roundness, and visible defects.

We will also be provided with a software system that will enable us to access inspection data for future reference as well as manage work orders and system needs into the future.

RedZone Robotics, Inc. is a respected company that has performed similar service around the country. The Lucas County Sanitary Engineers utilized their services for their trunk sewer inspection and were very pleased with the company's services.

We recommend approval to enter into a contract with RedZone Robotics, Inc. for sanitary sewer inspection and condition assessment services in the amount of \$195,750.

Please call if you have any questions.

Sincerely,

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



Budget Proposal for

**Professional Services Agreement for System-Wide Sanitary
Large Diameter Sewer Categorization & Development of a
Wastewater Asset Management Information System**

**City of Sylvania, OH
Department of Public Service**

February 7, 2017 (Rev. 3)

| | |
|-----------------------|-------------------------------------|
| Submitted by: | Sam Cancilla |
| Contact Name | Vice President Business Development |
| Company Name | RedZone Robotics, Inc. |
| Address | 91 43 rd Street |
| City, State, Zip Code | Pittsburgh, PA 15201 |
| Telephone | (412) 758-3327 |
| E-mail | scancilla@redzone.com |

RedZone Robotics, Inc.

91 43rd Street, Suite 250

Phone 412.476.8980

Pittsburgh, PA 15201

Fax 412.476.8981

www.redzone.com

February 7, 2017 (Rev. 2)

Mr. Kevin G. Aller, P.E.
Director of Public Service
City of Sylvania
6730 Monroe Street
Sylvania, OH 43560

**RE: Professional Services Proposal for RedZone Assessment Plus System Program
OPP-104910**

Dear Mr. Aller:

Based on our discussions we are pleased to extend this offer for RedZone's unique 'Assessment Plus' program with promotional terms and conditions to the City of Sylvania, OH "Client").

From our discussions, it is clear that you share many of the common challenges faced by today's wastewater asset managers including the following:

- Avoiding surprises associated with unforeseen failures
- Increasing demand for services & stringent regulatory requirements
- Determining the optimal time and method for rehabilitation & O&M work
- Increasing pressure to prove proper spending of limited resources and funds
- Desire to set rates at proper levels

As we have discussed, the benefits of the Assessment Plus System program include:

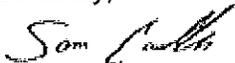
- Establishing a centralized system of record, in a highly expedited manner, to document the system and its condition for today and for future managers.
- Efficient and focused spending of capital and operations and maintenance dollars
- Easier meeting of service expectations and regulatory requirements. Avoid consent decree/orders
- Fact based rate setting based on sound operational planning

RedZone will use advanced, autonomous data collection technology to efficiently map and inspect the entire wastewater collection system. This information will be paired with our ICOM3 software to manage the data in one centralized location, and will include decision support tools to enable prioritization and planning.

This Proposal must be executed by authorized individuals from City of Sylvania, OH prior to the commencement of any work related to This Proposal.

For more about RedZone, please visit our website at www.redzone.com. We thank you for considering our technology and services and welcome the opportunity to work together.

Sincerely,



Sam Cancilla
Vice President Business Development
RedZone Robotics, Inc.

RedZone Robotics, Inc.

91 43rd Street, Suite 250
Pittsburgh, PA 15201

Phone 412.476.8980
Fax 412.476.8981

www.redzone.com

EXECUTIVE SUMMARY

THE PROBLEM:

RedZone Robotics has framed out a scope of work based on the RedZone Assessment Plus program to address the fundamental problem facing most collection system managers: a lack of a complete baseline understanding of the true current state of assets.

The failure to truly understand the current state of collection system assets makes it needlessly difficult to answer these common questions that collection system managers must deal with:

1. Where are the most pressing problems to address in order to maintain services?
2. What are my long-term concerns that need to be factored into future CIP and O&M budgets?
3. What are the most appropriate projects to do at any given time to maintain services?

Ultimately the critical question is, "What is the best way to spend the limited funds available to be the most responsible steward of these abundant and critical wastewater assets?" The answer lies in information that to-date has been unattainable, but that will be gathered and made easy-to-use with this program.

According to the EPA, sewer system assets that are not sufficiently understood and proactively maintained will typically deteriorate faster than expected and lead to higher replacement costs and emergency repair costs. The EPA stipulates that there are 5 core questions at the core of proper asset management practices:

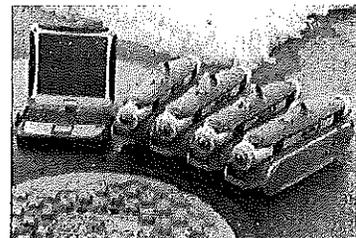
1. What are my required levels of service?
2. What is the current state of my assets?
3. Which are my critical assets?
4. What are the minimum life cycle costs?
5. What is the most appropriate long-term funding strategy?

Typically people are so consumed with #1 that they never get to 2-5

THE SOLUTION:

Enabled by uniquely aligned financial incentives, and industry leading technologies, the RedZone System program proposed for the City of Client will provide the following benefits:

1. Gain a complete and accurate understanding of the collection system and its true baseline condition
2. Establish a centralized system-of-record to manage essential information
3. Achieve 'smart sewer spending' by making defensible, fact based decisions
4. Facilitate compliance with local and federal regulatory agencies
5. Protect the environment from disasters resulting from unknown problems
6. Make better use of resources. Do 'more with less'.



PROGRAM SPECIFIC HIGHLIGHTS:

The program provides you with one vendor with well aligned financial incentives and unique technology solutions to provide the following:

1. Expedited current state characterization of the entire collection system
2. Characterization of findings/defects in pipes according to industry standards (NASSCO PACP & MACP)
3. Industry leading ICOM3 collection system asset management software as a hosted service (SaaS)
4. GIS Correction reports to ensure your GIS is updated with current information

RedZone Robotics, Inc.

91 43rd Street, Suite 250

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RedZone Robotics Firm Background

About RedZone

RedZone Robotics simplifies wastewater management by providing municipal clients with the truly meaningful information that is required to make critical decisions on their infrastructure. RedZone Robotics is the industry leader in world-class robotic inspection technologies and sophisticated data-analysis software. RedZone provides the most accurate and comprehensive pipe condition information in the industry.

RedZone consistently delivers high performance pipeline inspection products and services for municipalities, contractors and engineering firms across North America.

Today's wastewater managers are tasked with making critical decisions about their most valuable assets, their buried infrastructure. By combining innovative robotic inspection technologies with an easily deployed software-as-a service, we facilitate a continuous asset management cycle of Map, Inspect, Understand, Plan & Execute.



At RedZone, we take full advantage of world class robotics and software engineering resources and the invigorated business atmosphere to combine world class robotic inspection technologies with sophisticated data analysis software. Our solutions provide the truly useful information that is required to make better decisions while managing risk, optimizing spending and reducing environmental impacts.

A TRUSTED PARTNER GLOBALLY

Over 100 Wastewater Clients, including:

- o King County – Seattle, WA
- o New York City, NY
- o Los Angeles, CA
- o Baltimore, MD
- o Columbus, OH
- o DCWASA – Washington, DC
- o San Jose, CA
- o Ft. Worth/Dallas, TX
- o Honolulu, HI
- o Chicago, IL
- o Akron, OH
- o Cedar Rapids, IA
- o San Antonio, TX
- o Cincinnati, OH
- o Las Vegas, NV
- o Portland, OR
- o Richmond, VA
- o Salt Lake City, UT
- o Houston, TX
- o Atlanta, GA
- o Pittsburgh, PA
- o Toronto, Canada
- o Montreal, QC
- o PUB – Singapore
- o Riyadh, KSA
- o Mexico City, MX



RedZone Robotics, Inc.

91 43rd Street, Suite 250
Pittsburgh, PA 15201

Phone 412.476.8980
Fax 412.476.8981

www.redzone.com



OH, City of Sylvania Assessment Plus Program Pricing Proposal

| Proposal Date | Expiration Date |
|---|--|
| February 7, 2017 | April 7, 2017 |
| Prepared for: | Prepared by: |
| Mr. Kevin G. Aller, P.E. Director of Public Service City of Sylvania 6730 Monroe Street Sylvania, OH 43560 419-885-8965 Office 419-885-0486 Fax | Sam Cancilla Vice President Business Development RedZone Robotics, Inc. (412) 758-3327 scancilla@redzone.com |
| Opportunity Name | Opportunity Title |
| OH, City of Sylvania Assessment Plus Program | OPP-104910 |
| General Description | |
| This proposal is for an all-encompassing professional services offering called the Assessment Plus program. RedZone will render services and establish this system of record in the ICOM3 software during the expedited term. | |

Schedule of Values:

| ITEMS FOR PROPOSAL | | | | |
|--------------------|--------|---|-----|---|
| ITEM | QTY | DESCRIPTION | UOM | NOTES |
| RZR-001 | 1 | Mobilization and Demobilization | EA | Mob and Demob of all required assets for field condition assessment work |
| AP-300 | 1 | Professional Services: ICOM3 Software License & Support | EA | One Year Initial Term licensing, hosting, maintenance and support included |
| AP-400 | 16 | Professional Services: ICOM3 Implementation, Configuration, & Professional Services | HR | Training, configuration, implementation |
| AP-105 | 39,000 | Professional Services: 18"-42" Asset Characterization - CCTV | LF | Field data gathering, PACP characterization and digital upload of information |
| AP-102 | 39,000 | Professional Services: 18"-42" Asset Characterization – Multi-Sensor CCTV/Sonar/Laser | LF | Field data gathering, PACP characterization and digital upload of information |

| Estimated Time to Complete Field Work | |
|---------------------------------------|-------|
| 4-6 | Weeks |

RedZone Robotics, Inc.

91 43rd Street, Suite 250 Phone 412.476.8980
 Pittsburgh, PA 15201 Fax 412.476.8981

www.redzone.com



Budget Payment Terms / Options

| Payment Options / Discounts | Total Budget Program Cost |
|---|---------------------------|
| Assessment Plus Program , ICOM3 software program, Digital CCTV assessment of approximately 39,000 LF of sizes 18" up to 42" diameters and Multi-Sensor Inspection (CCTV+ Sonar+ Laser) using the HD Profiler robotic system | \$195,750.00 |

Pipe Size & Asset Inventory Information:

All representations of pricing and services are based on the following asset inventory provided by Client. Changes to the agreed upon mix of assets may impact pricing, scope, services provided and timing.

Proposal Notes & Exclusions:

1. This is a limited time introductory offering. Stated terms, conditions and concessions will expire upon expiration date of this Proposal
2. RedZone excludes prevailing rate wages
3. RedZone excludes bonding
4. RedZone excludes traffic control permitting and any traffic control beyond basic cones and signs.

Thank you for your consideration of RedZone Robotics, Inc.

This proposal is intended solely for the consideration of the addressee.

Client signatures below will be regarded as Acceptance and Notice to Proceed

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

RedZone Robotics, Inc.

91 43rd Street, Suite 250
Pittsburgh, PA 15201

Phone 412.476.8980
Fax 412.476.8981

www.redzone.com

APPENDIX A: DESCRIPTION OF SERVICES, TERMS AND CONDITIONS

AP-102 Professional Services: 18"-42" Asset Characterization – Multi-Sensor

Multi-Sensor Inspection Service

Characterization and asset inspection of 18"-48" gravity pipeline using multi-sensor inspection technology equipped with video, sonar, and laser sensors. To characterize an asset's condition, Pipe Size, Sediment Levels, Corrosion Levels, Ovality Levels, and visible defects will be determined where possible. The equipment will be deployed with sensors appropriate for the encountered pipe and flow conditions. The multi-sensor technology will be deployed from 1) a floating platform or 2) a sonar-only platform if unable to deploy the floating platform. The service includes an initial inspection and a reversal inspection if necessary. RedZone may substitute a tracked platform at its discretion.

The service will be completed within the timeframe indicated in the proposal, performed in one or more mobilizations.

PACP Video Analysis and Coding

Analysis of the pipe inspection video imagery to identify defects, features, and observations within the pipeline pursuant to NASSCO PACP (Pipe Assessment Certification Program) standards. All required PACP header fields will be completed, including size and material of each pipeline. The defect coding service will be completed by individuals with current NASSCO PACP certification.

Multi-Sensor Data Analysis and Processing

Multi-sensor data processing, analysis, and preparation of reports for collected multi-sensor information. Pipe Size, Sediment Levels, Corrosion Levels, and Ovality Levels will be determined where possible, based upon the availability and QA/QC verification of the collected multi-sensor data. This analysis will be accompanied by visualizations such as 3D, "flat", and cross-section visualizations of the multi-sensor data. Subject to Reporting Terms & Conditions.

ICOM3 Upload & Deliverables

The video/imagery, defect coding data, and multi-sensor graph results and visualizations will be loaded into the customer's ICOM3 software. The inspection or inspections will be associated with an asset within the customer's map (or reported as a discrepancy if map changes are required). Within the ICOM3 software, the customer will be able to access any portion of the inspection, jump to an observation or defect, and view the streams of multi-sensor data and visualizations synchronized with the video.

AP-300 Professional Services: ICOM3 Software License & Support

ICOM3 Software and Hosted Service

At the end of the agreed upon term, as specified in the proposal, the customer will own a perpetual license of the hosted ICOM3 software for up to 10 users.

ICOM3 Inspection Management Module

The hosted software will include the ICOM3 inspection management module, including the ability to view inspections, query inspection results, visualize inspections on the GIS map, and load new inspections.

ICOM3 Work Management Module

The hosted software will include the ICOM3 work management module, including the ability to create work plans and schedules, issue and track work orders, log service calls or overflows, and summarize work activities.

ICOM3 Decision Support Tools Module

The hosted software will include the ICOM3 decision support tools module to allow prioritization of critical assets within the system and the creation and tracking of fact-based Capital Improvement Plans.

Software Maintenance, Support, Hosting, and Upgrades

Throughout the length of the agreed upon term, as specified in the proposal, the customer will receive ongoing software updates and have access to RedZone remote technical support. The customer will have the option to continue the maintenance, support, hosting, and upgrade services on an annual basis upon

RedZone Robotics, Inc.

91 43rd Street, Suite 250

Phone 412.476.8980

Pittsburgh, PA 15201

Fax 412.476.8981

www.redzone.com

conclusion of the YES term. The schedule for providing customer with access to the software will be determined by RedZone's Project Manager and will be communicated in the Project Plan and Schedule.

AP-400 Professional Services: ICOM3 Implementation, Configuration, & Professional Services

Implementation, Configuration, and Professional Services

Up to the specified quantity of professional services hours will be allocated to this project to perform a variety of services inclusive of, but not limited to, the below tasks and services. Additional professional services can be purchased as specified in the proposal. A training & professional services plan will be jointly agreed to including but not limited to:

a) Standard Software Configuration & Setup

The customer's ICOM3 account will be created, the GIS map data will be loaded in, user logins will be setup, and the software will be configured with standard YES queries, work order forms, map overlays, and reports.

b) Standard Software Implementation

RedZone will provide personnel to install all required software product(s) onto the customer's workstations and assist the setup between the workstations, servers, and Local Area Network (LAN).

c) Standard Software Training

RedZone shall provide hands-on on-site and/or remote training for the customer's staff.

d) Professional Service Hours: Data Import

RedZone will work jointly with the customer to determine appropriate CCTV and other historic information which should be brought into the ICOM3 system. This data will then be imported.

e) Professional Service Hours: ICOM3 Configuration

The customer may request additional configuration of forms, work orders, queries, map overlays, and reports. Professional services will be provided to satisfy these requests where possible.

f) Professional Service Hours: Civil Engineer Consultation

A civil engineer will provide skills and expertise to assist the customer with their evaluation of critical assets, creation of proactive plans, or creation of a Capital Improvement Plan and budget.

The schedule for completing these Professional Services will be determined by RedZone's Project Manager and will be communicated in the Project Plan and Schedule.

6b

ORDINANCE NO. 12 -2017

ACCEPTING THE PROPOSAL OF REDZONE ROBOTICS, INC. TO PROVIDE PROFESSIONAL SERVICES FOR SYSTEM-WIDE LARGE DIAMETER SANITARY SEWER INSPECTION SERVICES; APPROPRIATING FUNDS THEREFORE IN THE AMOUNT OF \$195,750; AND DECLARING AN EMERGENCY.

WHEREAS, the City's trunk sanitary sewer system has been in the ground for approximately forty years, with some portions older than fifty years; and,

WHEREAS, the City's camera equipment is used extensively throughout the City to determine pipe condition, infiltration and inflow concerns, flow characteristics, however, that equipment is limited to the smaller diameter pipes; and,

WHEREAS, much of the trunk sanitary sewer system has larger diameter piping than what our camera equipment is capable of inspecting, therefore, the Director of Public Service received a proposal from RedZone Robotics, Inc. for a complete inspection program for our larger trunk sewer system; and,

WHEREAS, the proposal includes a complete inspection program for the City's larger trunk sewer system, video services, laser sensors, sonar and will provide information on the pipe's condition, sediment deposits, corrosion levels, ovality/roundness, and visible defects as well as providing the City a software system that will enable us to access inspection data for future reference as well as manage work orders and system needs into the future; and,

WHEREAS, the Director of Public Service, by report dated February 8, 2017, has recommended that the proposal of RedZone Robotics, Inc. to provide sanitary sewer inspection and condition assessment services for the Trunk Sanitary Sewer Inspection Project at a cost of One Hundred Ninety-Five Thousand Seven Hundred Fifty Dollars (\$195,750.00), 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 RedZone Robotics, Inc. in the amount One Hundred Ninety-Five Thousand Seven Hundred Fifty Dollars (\$195,750.00) for providing sanitary sewer inspection and condition assessment services relative to the Trunk Sanitary Sewer Inspection 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 sanitary sewer inspection 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**, the amount of One Hundred Ninety-Five Thousand Seven Hundred Fifty Dollars (\$195,750.00).

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

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

SECTION 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the City should provide for the inspection 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, _____, 2017, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

7



City Of Sylvania

DEPARTMENT OF PUBLIC SERVICE

KEVIN G. ALLER, PE DIRECTOR

February 16, 2017

To: Mayor and Members of City Council

Re: **Council Referral – Special Use Permit app. no. SUP-1-2017**

Dear Mayor and Members of Council:

Following is an excerpt from the minutes of the regular meeting of the Municipal Planning Commission of February 15, 2017, Council Referral – Special Use Permit app. no. SUP-1-2017 – a request from Toledo-Lucas County Public Library to amend the Special Use Permit for additions and renovations at 6749 Monroe Street, Sylvania, Ohio 43560:

..."Mr. Arnold moved, Mr. Marciniak seconded, to recommend to City Council to approve the modification to the Special Use Permit as submitted. Vote being: McCann, Marciniak and Arnold (3) aye; (0) nay. Motion passed by a 3 to 0 vote."...

Sincerely,

Debra Webb, Secretary
Municipal Planning Commission



ORDINANCE NO. 13 -2017

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AN AGREEMENT WITH THE BOARD OF COMMISSIONERS OF LUCAS COUNTY, OHIO, ADDRESSING THE COMMON PLEAS PROVISION OF PRETRIAL SUPERVISION SERVICES FOR CITY DEFENDANTS; AND DECLARING AN EMERGENCY.

WHEREAS, Lucas County Court of Common Pleas maintains a Regional Court Services Department that is capable of providing pretrial supervision services to City Defendants; and,

WHEREAS, Council previously passed, authorized an agreement with the Board of Commissioners of Lucas County, Ohio for the provision of pretrial services to City Defendants, which contract was designed to continue automatically from calendar year to calendar year unless terminated by either party by December 1st preceding the succeeding renewal period; and,

WHEREAS, the Board of Commissioners of Lucas County, Ohio, have submitted a proposed replacement agreement for the supervision of City of Sylvania prisoners effective for a term of fifteen (15) months from October 1, 2016 through December 31, 2017, subject to the appropriation of sufficient funds by Sylvania City Council; and,

WHEREAS, the per diem rate for each City prisoner is \$1.24; and,

WHEREAS, the City wishes to contract with Lucas County for the provision of pretrial supervision services of City Defendants; and,

WHEREAS, a copy of the Agreement proposed by the Board of Commissioners of Lucas County is attached hereto as "Exhibit A".

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

SECTION 1. That the Mayor and Director of Finance be, and they hereby are, authorized, on behalf of the City of Sylvania, Ohio, to enter into an Agreement, which Agreement is attached hereto as "Exhibit A."

SECTION 2. That the payments required to be made under said agreement shall be charged **GENERAL FUND** to and paid from Account No. **110-7210-51268 – Prisoners Support**, and the Director of Finance be, and he hereby is, authorized to draw his warrant or warrants against said account for such payments upon presentation of proper voucher or vouchers therefor duly approved by the Director of Public Safety.

SECTION 3. That the Clerk of Council shall see that the agreement is executed by the City, in quadruplicate, and submitted to the Sylvania Municipal Court Judge for his approval, return two (2) of the completely executed copies to the Board of County Commissioners, file one with the Director of Finance and one with the Director of Law and certify a copy thereof to the Judge of the Sylvania Municipal Court and the Director of Public Safety and Chief of Police.

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 immediate steps are required to provide for the provision of pretrial supervision services to City Defendants. 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, _____, 2017, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

AGREEMENT
REGARDING USE OF
PRETRIAL SUPERVISION SERVICES
BETWEEN
THE CITY OF SYLVANIA, OHIO
AND
THE BOARD OF COMMISSIONERS
OF
LUCAS COUNTY, OHIO

This Agreement is made and entered into in Lucas County, Ohio, this ____ day of February, 2017, between the City of Sylvania, Ohio, (hereinafter referred to as the "City") and the Board of Commissioners of Lucas County, Ohio (hereinafter referred to as the "County"). This Agreement provides for the provision of pretrial supervision services.

WITNESSETH:

WHEREAS, the County's Court of Common Pleas maintains a Regional Court Services Department that is capable of providing pretrial supervision services to City Defendants; and

WHEREAS, Section 307.15 of the Ohio Revised Code authorizes service contracts between Boards of County Commissioners and the legislative authority of a municipal corporations; and

WHEREAS, the City wishes to contract with the County for the provision of pretrial supervision services of City Defendants.

NOW, THEREFORE, for and in consideration of the foregoing premises and for good and valuable consideration as hereinafter

provided, it is agreed by the parties as follows:

I. PURPOSE

The purpose of the parties is to establish an arrangement for the County Common Pleas Court Regional Court Services Department to provide pretrial supervision services to City Defendants.

II. DEFINITION OF CITY DEFENDANT

For purposes of this Agreement, the term "City Defendant" shall be defined as any individual awaiting trial on Sylvania Municipal Code charges filed in the Sylvania Municipal Court that is ordered to participate in pretrial supervision services.

III. SERVICES PROVIDED

The County's Common Pleas Court's Regional Court Services Department agrees to provide the Sylvania Municipal Court the following services related to pretrial supervision of City Defendants:

- (a) Administration of the Laura and John Arnold Foundation Public Safety Assessment (PSA) on all City Defendants booked into the Lucas County Corrections Center; and
- (b) Application of the appropriate level and frequency (once a week, bi-weekly, or monthly) of in-person supervision using evidence-based practices and

- interventions for City Defendants released on supervised own recognizance (SOR) bond for City Defendants according to the risk identified by the PSA, as ordered by the Toledo Municipal Court; and
- (c) Provision of telephone monitored own recognizance (MOR) supervision for City Defendants, as ordered by the Sylvania Municipal Court; and
 - (d) Acceptance, monitoring, and reporting of drug testing results from the County's Centralized Drug Testing Unit to the Sylvania Municipal Court; and
 - (e) Referral of appropriate City Defendants to community-based treatment and support resources to include but not limited to those available for addiction, mental health, homelessness, and employment; and
 - (f) Monitoring of City Defendants and notification to the Sylvania Municipal Court of new criminal activity while in pretrial status; and
 - (g) Provision of a phone call reminder to City Defendants one business day prior to court events.

IV. RESOLUTION OF ISSUES

The City and the County agree to negotiate in good faith to resolve issues that may arise during the term of this

Agreement.

V. COSTS

The following details the cost associated with pretrial supervision services usage:

- A. The City agrees to pay a per diem rate for each calendar day City Defendants utilize pretrial supervision services.
- C. The per diem rate for 2016 is \$1.24. This rate will be adjusted by the County effective January 1st of each year and will be based on the County's annual budget for pretrial supervision services divided by an annualized projection of supervised days established by the previous year's utilization of pretrial supervision services by all courts from January 1st through September 30th. Written notice of the adjusted per diem rates shall be submitted by the County to the City at least thirty days prior to the effective date of the new rates.
- D. The County will invoice the City for usage on a quarterly basis. The City agrees to make payments to the Treasurer of Lucas County for the amount due for pretrial supervision services within thirty days after

receipt of proper invoice from the County.

VI. EQUAL OPPORTUNITY

It is agreed that no person shall, on the grounds of race, color, religion, sex, age, or national origin, be excluded from participation in, refused the benefits of, or be otherwise subjected to discrimination under this Agreement.

VII. AMENDMENTS

This Agreement may be amended from time-to-time, provided such amendment shall be in writing and must be authorized by formal action of the legislative bodies of both of the parties to this Agreement. Amendments shall be attached hereto and become a part hereof for the duration of the Agreement.

VIII. TERM

The initial term of this Agreement shall be from October 1, 2016 through December 31, 2017. This Agreement shall automatically be renewed on an annual basis unless terminated by either party on thirty (30) days written notice

IX. SEVERABILITY

Any provision of this Agreement found to be invalid or

unenforceable by any court of competent jurisdiction shall be severable and shall not invalidate or render unenforceable any other provision of the Agreement and neither party shall be liable to the other for any damages of any kind sustained as a result of the invalidity of unenforceability of such provisions.

AGREEMENT REGARDING PRETRIAL SERVICES BETWEEN THE CITY OF
TOLEDO, OHIO AND THE BOARD OF COMMISSIONERS

Page 7

IN WITNESS WHEREOF, each of the parties hereto has caused this
instrument to be executed in several counterparts the day and
year first above written.

THE CITY OF SYLVANIA

BOARD OF COUNTY COMMISSIONERS
LUCAS COUNTY, OHIO

BY: _____
Craig A. Stough, Mayor

BY: _____
Tina Skeldon Wozniak
President

BY: _____
Toby Schroyer, Director of
Finance

Pete Gerken
Commissioner

ORDINANCE NUMBER: _____

APPROVED AS TO FORM:

Carol Contrada
Commissioner

Leslie B. Brinning, Director of
Law

RESOLUTION NUMBER: _____

APPROVED AS TO FORM:

ORDINANCE NO. 14 -2017

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AN AGREEMENT WITH THE BOARD OF COMMISSIONERS OF WOOD COUNTY, OHIO, THE SHERIFF OF WOOD COUNTY, OHIO FOR THE USE OF THE WOOD COUNTY JUSTICE CENTER FOR THE HOUSING OF CITY PRISONERS; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Sylvania has no workhouse or other jail sufficient for the imprisonment of those who violate ordinances of the City and therefore wishes to contract for the use of the Wood County Justice Center for the housing of prisoners; and,

WHEREAS, Wood County is willing to permit the use of its Justice Center for such purpose, subject to the availability of space as determined by the Wood County Sheriff; and,

WHEREAS, the Board of Commissioners of Lucas County, Ohio, have submitted a proposed replacement agreement for the supervision of City of Sylvania prisoners effective for a term of twelve (12) months from January 1, 2017 through December 31, 2017, subject to the appropriation of sufficient funds by Sylvania City Council; and,

WHEREAS, the per diem rate for each City prisoner is \$65.00; and,

WHEREAS, the City wishes to contract with Wood County for the housing of City prisoners; and,

WHEREAS, a copy of the Agreement proposed by the Board of Commissioners of Wood County is attached hereto as "Exhibit A".

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

SECTION 1. That the Mayor and Director of Finance be, and they hereby are, authorized, on behalf of the City of Sylvania, Ohio, to enter into an Agreement, which Agreement is attached hereto as "Exhibit A."

SECTION 2. That the payments required to be made under said agreement shall be charged to **GENERAL FUND** and paid from Account No. **110-7210-51268 – Prisoner Support**, and the Director of Finance be, and he hereby is, authorized to draw his warrant or warrants against said account for such payments upon presentation of proper voucher or vouchers therefor duly approved by the Director of Public Safety.

SECTION 3. That the Clerk of Council shall see that the agreement is executed by the City, in quadruplicate, and submitted to the Sylvania Municipal Court Judge for his approval, return two (2) of the completely executed copies to the Board of County Commissioners, file one with the Director of Finance and one with the Director of Law and certify a copy thereof to the Judge of the Sylvania Municipal Court and the Director of Public Safety and Chief of Police.

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 in the Office of the Clerk of Council in the Municipal Building pursuant to ARTICLE III, 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 immediate steps are required to provide for the provision of housing City prisoners. 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, _____, 2017, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

CONTRACT FOR THE HOUSING OF PRISONERS

THIS AGREEMENT is made and entered into by and between the **Board of County Commissioners of Wood County, Ohio** (County), the **Sheriff of Wood County, Ohio** (Sheriff) and the **City of Sylvania, Ohio** (City) on this _____ day of February, 2017. This Agreement, constituting a contract, is made pursuant to the provisions of R.C. 753.03 and R.C. 1905.35.

WHEREAS, the City has no workhouse or other jail sufficient for the imprisonment of those who violate ordinances of the City, and, therefore, wishes to contract for the use of the Wood County Justice Center for the housing of prisoners; and

WHEREAS, the County is willing to permit the use of its Justice Center for such purpose, subject to the availability of space as determined by the Sheriff, at the expense of the City.

NOW, THEREFORE, in consideration of the promises and agreements of the County, the Sheriff, and the City, hereinafter set forth, it is mutually agreed as follows:

1. The Sheriff will receive, safely keep, board and maintain in the Wood County Justice Center those municipal prisoners who have been sentenced to incarceration.
2. The Sheriff shall receive and hold such persons in the manner prescribed by the ordinances of the City until such persons are legally discharged.
3. The persons so imprisoned are under the charge of the Sheriff and subject to the rules, regulations, and discipline of the Wood County Justice Center, the same as other prisoners therein detained.
4. No person under eighteen (18) years of age shall be received by the Wood County Justice Center.

5. The City shall pay to the County the sum of \$65.00 per day for each prisoner incarcerated in the Wood County Justice Center pursuant to a municipal ordinance. This charge includes the costs associated with general housing of the prisoner. The \$65.00 per day charge will be assessed for each calendar day or part of a calendar day during which a prisoner is incarcerated in the Wood County Justice Center. The City's responsibility for the daily charge for each prisoner shall terminate when that prisoner is released from the Wood County Justice Center.
6. The City agrees to pay for any beds utilized each month. The Sheriff agrees to submit invoices before the 5th of each month an itemized billing statement for the number of beds used the previous month. Any payment due will be made by the City on or before the last day of the month in which the bill was submitted.
7. The parties agree that the City will transport incarcerated municipal prisoners to the Wood County Justice Center. Additionally, the City shall be responsible for any transportation during the period of incarceration. The City further agrees to reimburse the Wood County Justice Center Inmate Commissary Account for the cost of any taxi services paid out of the account for transportation from the Wood County Justice Center to the Sylvania Police Division for any prisoner who has requested transportation back to Sylvania at the conclusion of the prisoner's term of confinement. These expenses will be computed and billed as part of the incarceration

expenses and remittance will be due in accordance with paragraph six (6) above.

8. The City understands that for each inmate serving a sentence at the Wood County Justice Center there will be a one-time booking fee of \$40.00 per incarceration. Said fee will be billed under the terms and provisions of paragraph 6 above. Any break in incarceration will result in a new booking
9. Any additional reasonable and necessary expenses incurred by the County and/or the Sheriff with regard to habeas corpus proceedings, illness or injury of any prisoner not caused by the action or neglect of any employee of the Sheriff, hospitalization or other expense including security off-premises, shall be paid by the City in the same manner as provided in paragraph 6 herein. The County and Sheriff agree that the medical plan maintained by the County now in effect for other prisoners will also cover the prisoners who are the subject of this Agreement. The County and/or Sheriff will provide a detailed invoice on a monthly basis of any expenses identified in this paragraph. The City understands that we will be responsible for any costs in excess of costs covered by the jail medical plan and billed for such in accordance with paragraph 6 above.
10. Any party to this Contract may terminate the same, except as to prisoners already received, by giving one (1) months' notice in writing to the other parties.
11. Except for the first twelve (12) months, the County reserves the right to adjust the per diem charges for the housing of prisoners upon sixty (60)

days' notice in writing to the City. Any adjustments made will be limited to the amount being charged to all other municipal corporations not within Wood County for similar services.

12. This Contract shall have commenced on the first day of January 2017, and shall be in full force and effect until otherwise terminated as provided herein.
13. If any provision of this Contract is declared invalid, it shall not affect the validity of any other provision herein.
15. The County agrees to hold and save harmless the City, its officers, agents and employees from any and all liabilities, losses, obligations, claims damages, penalties, suits, actions, judgments, costs and expenses of whatever nature, which are incurred or brought against the City its officers, agents and employees, as a result of injury to or death of persons or damages to or loss of property caused by acts, or omissions to act, by the Sheriff, his agents, servants and employees in the performance of the provisions of this Agreement, except where the separate intervening negligence of the City, its officers, agents and employees is a proximate cause of the accident, injury, death or damage to property.
16. The City agrees to hold and save harmless the County, its officers, agents and employees from any and all liabilities, losses, obligations, claims damages, penalties, suits, actions, judgments, costs and expenses of whatever nature, which are incurred or brought against the Sheriff or the County, its officers, agents and employees, as a result of injury to or death

of persons or damages to or loss of property caused by acts, or omissions to act, by the City, its agents servants and employees in the performance of the provisions of this Agreement, except where the separate intervening negligence of the County, its officers, agents and employees is a proximate cause of the accident, injury, death or damage to property.

- 17. The parties recognize that the rights, duties and obligations undertaken by each of the parties hereto have a component of being experimental in nature. Accordingly, the parties pledge to each other, where substantive rights and duties of office are not compromised, that when and if any disagreement as to the terms of the Agreement and/or the good faith and fair dealing of the relationship between the parties arise, the parties will earnestly seek to resolve those differences between themselves and, if necessary, cause amendments, by mutual agreement to be made to the contract.

IN WITNESS WHEREOF, the parties have set their signatures.

Date: _____

Doris J. Herringshaw

Date: _____

Joel M. Kuhlman

Date: _____

Craig Lahote

**BOARD OF COUNTY COMMISSIONERS
WOOD COUNTY, OHIO**

Date: _____

MARK WASYLYSHYN, SHERIFF
WOOD COUNTY, OHIO

Date: _____

CRAIG A. STOUGH, MAYOR
CITY OF SYLVANIA, OHIO

Date: _____

TOBY SCHROYER, DIRECTOR OF FINANCE
CITY OF SYLVANIA, OHIO

APPROVED AS TO FORM

Date: _____

LESLIE B. BRINNING, LAW DIRECTOR
CITY OF SYLVANIA

APPROVED AS TO FORM

Date: _____

PAUL DOBSON, PROSECUTING ATTORNEY
WOOD COUNTY, OHIO

ORDINANCE NO. 15 -2017

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AN AGREEMENT WITH THE BOARD OF COMMISSIONERS OF LUCAS COUNTY, OHIO REGARDING USE OF THE LUCAS COUNTY WORK RELEASE PROGRAM; AND DECLARING AN EMERGENCY.

WHEREAS, the Lucas County Common Pleas Court has established a Regional Court Services Work Release Program; and,

WHEREAS, the Judge of the Sylvania Municipal Court has requested that the City enter into an Agreement with Lucas County for the use of its work release program so that he may refer individuals to the Lucas County Work Release Program; and,

WHEREAS, Lucas County is willing to accept referrals from the Sylvania Municipal Court for participation in the Work Release Program operated by the Lucas County Common Pleas Court, General Trial Division as space is available; and,

WHEREAS, the Board of Commissioners of Lucas County, Ohio, have submitted a proposed agreement for the Work Release Program effective for a term of fifteen (15) months October 1, 2016 through December 31, 2017, subject to the appropriation of sufficient funds by Sylvania City Council; and,

WHEREAS, the City wishes to contract with Lucas County regarding use of the Lucas County Work Release Program; and,

WHEREAS, a copy of the Agreement proposed by the Board of Commissioners of Lucas County is attached hereto as "Exhibit A".

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

SECTION 1. That the Mayor and Director of Finance be, and they hereby are, authorized, on behalf of the City of Sylvania, Ohio, to enter into an Agreement, which Agreement is attached hereto as "Exhibit A."

SECTION 2. That the payments required to be made under said agreement shall be charged to **GENERAL FUND** and paid from Account No. **110-7210-51280 - Prisoner Work Release**, and the Director of Finance be, and he hereby is, authorized to draw his warrant or warrants against said account for such payments upon presentation of proper voucher or vouchers therefor duly approved by the Director of Public Safety.

SECTION 3. That the Clerk of Council shall see that the agreement is executed by the City, in quadruplicate, and submitted to the Sylvania Municipal Court Judge for his approval, return two (2) of the completely executed copies to the Board of County Commissioners, file one with the Director of Finance and one with the Director of Law and certify a copy thereof to the Judge of the Sylvania Municipal Court and the Director of Public Safety and Chief of Police.

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 in the Office of the Clerk of Council in the Municipal Building pursuant to ARTICLE III, 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 immediate steps are required to provide for the use of the Lucas County Work Release program. 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, _____, 2017, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

AGREEMENT
REGARDING USE OF
THE
LUCAS COUNTY WORK RELEASE PROGRAM
BETWEEN
THE CITY OF SYLVANIA, OHIO
AND
THE BOARD OF COMMISSIONERS
OF
LUCAS COUNTY, OHIO

This Agreement is made and entered into in Lucas County, Ohio, this ____ day of February, 2017, between the City of Sylvania, Ohio, (hereinafter referred to as the "City") and the Board of Commissioners of Lucas County, Ohio (hereinafter referred to as the "County"). This Agreement provides access for individuals charged or convicted of violations of the Sylvania Municipal Code referred by the Sylvania Municipal Court to the County's Work Release program as administered by the County Common Pleas Court's Regional Court Services Department.

WITNESSETH:

WHEREAS, the Lucas County Common Pleas Court, General Trial Division, is authorized by Sections 5147.28 and 5147.29 of the Ohio Revised Code to implement a Work Release program; and

WHEREAS, the County, through the Common Pleas Court, General Trial Division, has implemented such a program by the establishment of a Regional Court Services Work Release program under Gen. R. 9.03; and

WHEREAS, as a result of negotiations between the City and

County officials, it has been determined that participation in such a program by the City is desirable and would ultimately aid in the protection of the community; and

WHEREAS, Section 307.15 of the Ohio Revised Code authorizes service contracts between Boards of County Commissioners and the legislative authority of a municipal corporation; and

WHEREAS, the City wishes to access the County's Work Release program;

NOW, THEREFORE, for and in consideration of the foregoing premises and for good and valuable consideration as hereinafter provided, it is agreed by the parties as follows:

I. PURPOSE

The purpose of the parties is to establish an arrangement allowing the City to refer individuals charged or convicted of violations of the Sylvania Municipal Code in the Sylvania Municipal Court to be referred to the County's Work Release program, as administered by the Common Pleas Court's Regional Court Services Department.

II. SERVICES PROVIDED

The County agrees to accept referrals from the Sylvania Municipal Court for participation in the Work Release program operated by the Lucas County Common Pleas Court, General Trial Division; and to provide all other necessary

AGREEMENT REGARDING USE OF BEDS AT THE LUCAS COUNTY WORK RELEASE PROGRAM BETWEEN THE CITY OF , OHIO AND THE BOARD OF COMMISSIONERS

Page 3

services (as defined by Work Release policies and procedures) to the participants therein.

It is understood that approved participants from the Sylvania Municipal Court shall be accepted in the program as space is available. In the situation of the program being at or near capacity, a maximum number of participants from each court may be established by the Regional Court Services Director. Notice of any limitations to accept referrals will be provided to the Judge of the Sylvania Municipal Court by the Work Release program.

The Regional Court Services Director shall administer the Work Release program in accordance with the policies and procedures approved by the Lucas County Common Pleas Court, General Trial Division, and maintain accurate records as to participants.

The City of Sylvania agrees to request that the Sylvania Municipal Court abide by the established policies and procedures of the Work Release program and acknowledge the authority of the Regional Court Services Director to reject any referral by the Sylvania Municipal Court that is:

(a) found unsuitable by Work Release staff in accordance

AGREEMENT REGARDING USE OF BEDS AT THE LUCAS COUNTY WORK RELEASE PROGRAM BETWEEN THE CITY OF , OHIO AND THE BOARD OF COMMISSIONERS

Page 4

- with established screening procedures;
- (b) placed in Work Release status without first undergoing screening procedures; or
- (c) guilty of any infraction of Work Release regulations.

III. RESOLUTION OF ISSUES

The City and the County agree to negotiate in good faith to resolve issues that may arise during the term of this Agreement.

IV. COSTS

The following details the cost associated with referrals to the Work Release program:

- A. The City agrees to pay the County a per diem rate for each day that an offender charged or convicted for a violation of the Sylvania Municipal Code and referred by the Sylvania Municipal Court participates in the Work Release program.
- B. The per diem rate is calculated annually by the Lucas County Office of Management and Budget, and is based on the actual cost of operating the program. The rate, currently \$68/day, may not be adjusted more than once every twelve months. Notification will be made in

AGREEMENT REGARDING USE OF BEDS AT THE LUCAS COUNTY WORK RELEASE PROGRAM BETWEEN THE CITY OF , OHIO AND THE BOARD OF COMMISSIONERS

Page 5

writing at least 30 days prior to the effective date of the rate adjustment.

- C. The City of Sylvania will request that the Sylvania Municipal Court order all persons charged or convicted of violations of the Sylvania Municipal Code be referred to the Work Release program to pay a daily fee based upon the established resident payback schedule adopted by the County Common Pleas Court, General Trial Division. The City of Sylvania will request that the Sylvania Municipal Court not refer individuals unwilling to pay resident payback fees to the Work Release program. County Work Release program staff will notify the Sylvania Municipal Court and the City of Sylvania of individuals that are unwilling to pay resident payback fees and ask for a transfer notice from the Sylvania Municipal Court. If Work Release does not receive a transfer notice from the Sylvania Municipal Court within one business day, Work Release shall release the individual.
- D. The County shall collect and retain all resident payback fees. Resident payback fees shall be credited

AGREEMENT REGARDING USE OF BEDS AT THE LUCAS COUNTY WORK RELEASE PROGRAM BETWEEN THE CITY OF [REDACTED], OHIO AND THE BOARD OF COMMISSIONERS

Page 6

to the City upon collection by the County.

- E. The County will invoice the City upon release of a City participant for the per diem rate of individuals referred by the Sylvania Municipal Court less the credited amount of resident payback fees collected by the County's Work Release program. The City agrees to make payments to the Treasurer of Lucas County for the amount due for the Work Release program within 30 days after receipt of proper invoice from the County.

V. EQUAL OPPORTUNITY

It is agreed that no person shall, on the grounds of race, color, religion, sex, age, or national origin, be excluded from participation in, refused the benefits of, or be otherwise subjected to discrimination under this Agreement.

VI. AMENDMENTS

This Agreement may be amended from time-to-time, provided such amendment shall be in writing and must be authorized by formal action of the legislative bodies of both of the parties to this Agreement. Amendments shall be attached hereto and become a part hereof for the duration of the

AGREEMENT REGARDING USE OF BEDS AT THE LUCAS COUNTY WORK RELEASE PROGRAM BETWEEN THE CITY OF [REDACTED], OHIO AND THE BOARD OF COMMISSIONERS

Page 7

Agreement.

VII. TERM

The initial term of this Agreement shall be from January 1, 2017 through December 31, 2017. This Agreement shall automatically be renewed on an annual basis unless terminated by either party upon thirty (30) days written notice

VIII. SEVERABILITY

Any provision of this Agreement found to be invalid or unenforceable by any court of competent jurisdiction shall be severable and shall not invalidate or render unenforceable any other provision of the Agreement and neither party shall be liable to the other for any damages of any kind sustained as a result of the invalidity of unenforceability of such provisions.

AGREEMENT REGARDING USE OF BEDS AT THE LUCAS COUNTY WORK RELEASE PROGRAM BETWEEN THE CITY OF _____, OHIO AND THE BOARD OF COMMISSIONERS

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IN WITNESS WHEREOF, each of the parties hereto has caused this instrument to be executed in several counterparts the day and year first above written.

THE CITY OF Sylvania

BOARD OF COUNTY COMMISSIONERS
LUCAS COUNTY, OHIO

BY: _____
Craig A. Stough, Mayor

BY: _____
Tina Skeldon Wozniak
President

Toby Schroyer, Director of
Finance

Pete Gerken
Commissioner

ORDINANCE NUMBER: _____

APPROVED AS TO FORM:

Carol Contrada
Commissioner

Leslie B. Brinning
Director of Law

RESOLUTION NUMBER: _____

APPROVED AS TO FORM:

ORDINANCE NO. 16 -2017

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AN AGREEMENT WITH THE BOARD OF COMMISSIONERS OF LUCAS COUNTY, OHIO FOR THE USE OF THE LUCAS COUNTY CORRECTIONS CENTER FOR CITY PRISONERS; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Sylvania has no workhouse or other jail sufficient for the pretrial detention of City prisoners; and,

WHEREAS, Lucas County is willing to permit the use of its Correction Center for such purpose, subject to the availability of space as determined by the Lucas County Sheriff; and,

WHEREAS, the Board of Commissioners of Lucas County, Ohio, have submitted a proposed agreement for the pretrial detention of City of Sylvania prisoners effective for a term of fifteen (15) months from October 1, 2016 through December 31, 2017, subject to the of sufficient funds by Sylvania City Council; and,

WHEREAS, the per diem rate for each City prisoner is \$164.40; and,

WHEREAS, the City wishes to contract with Lucas County for the pretrial detention of City prisoners; and,

WHEREAS, a copy of the Agreement proposed by the Board of Commissioners of Lucas County is attached hereto as "Exhibit A".

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

SECTION 1. That the Mayor and Director of Finance be, and they hereby are, authorized, on behalf of the City of Sylvania, Ohio, to enter into an Agreement, which Agreement is attached hereto as "Exhibit A."

SECTION 2. That the payments required to be made under said agreement shall be charged to **GENERAL FUND** and paid from Account No. **110-7210-51268, Prisoner Support**, and the Director of Finance be, and he hereby is, authorized to draw his warrant or warrants

said account for such payments upon presentation of proper voucher or vouchers therefor duly approved by the Director of Public Safety.

SECTION 3. That the Clerk of Council shall see that the agreement is executed by the City, in quadruplicate, and submitted to the Sylvania Municipal Court Judge for his approval, return two (2) of the completely executed copies to the Board of County Commissioners, file one with the Director of Finance and one with the Director of Law and certify a copy thereof to the Judge of the Sylvania Municipal Court and the Director of Public Safety and Chief of Police.

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 in the Office of the Clerk of Council in the Municipal Building pursuant to ARTICLE III, 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 immediate steps are required to provide for the provision of pretrial detention of City prisoners. 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, _____, 2017, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

AGREEMENT
REGARDING USE OF BEDS
AT THE
LUCAS COUNTY CORRECTIONS CENTER
BETWEEN
THE CITY OF SYLVANIA, OHIO
AND
THE BOARD OF COMMISSIONERS
OF
LUCAS COUNTY, OHIO

This Agreement is made and entered into in Lucas County, Ohio, this ____ day of _____, _____, between the City of Sylvania, Ohio, (hereinafter referred to as the "City") and the Board of Commissioners of Lucas County, Ohio (hereinafter referred to as the "County"). This Agreement provides for the custody, conveyance, booking, and security of City Prisoners at the Lucas County Corrections Center (hereinafter referred to as the "Jail") for pretrial detention.

WITNESSETH:

WHEREAS, the County and the Sheriff of Lucas County, pursuant to Chapters 305, 307, 311, and 342 of the Ohio Revised Code have certain obligations to provide and supervise a county jail; and

WHEREAS, the County maintains the Jail, with a rated housing capacity of 346 general population beds and 24 medical beds, as determined by the Ohio Department of Rehabilitation and Corrections' Bureau of Adult Detention; and

WHEREAS, the County is under a Federal Court Order (*Jones*

v. *Wittenberg, et al.*) in which compliance requires the Lucas County Sheriff to maintain a population in the Jail not to exceed 403 in the general classified population at 3:00 p.m. each day; and

WHEREAS, Section 307.15 of the Ohio Revised Code authorizes service contracts between Boards of County Commissioners and the legislative authority of a municipal corporations; and

WHEREAS, the City wishes to house pre-trial City Prisoners at LCCC.

NOW, THEREFORE, for and in consideration of the foregoing premises and for good and valuable consideration as hereinafter provided, it is agreed by the parties as follows:

I. PURPOSE

The purpose of the parties is to establish an arrangement allowing limited access to the Jail for pretrial detention.

II. DEFINITION OF PRISONERS

For purposes of this Agreement, the term "City Prisoner" shall be defined as:

- (a) Any prisoner detained at the Jail as a result of an arrest for the commission of a misdemeanor charged pursuant to the Sylvania Municipal Code; and

AGREEMENT REGARDING USE OF BEDS AT THE CORRECTION CENTER OF
NORTHWEST OHIO BETWEEN THE CITY OF TOLEDO, OHIO AND THE BOARD OF
COMMISSIONERS

Page 3

III. SERVICES PROVIDED

The Lucas County Sheriff's Office shall provide services in compliance with the existing Minimum Standards for Full Service Jails in Ohio, in addition to the following categories of services as are applicable on a case-by-case basis or as required by state law.

- Breath testing
- Hospital transportation
- Fingerprinting (felonies, escalating misdemeanors, and sex offenses)
- Photographing all inmates

The Lucas County Sheriff's Office shall have full responsibility for the booking, custody, security, and maintenance of all City Prisoners delivered to or reporting to the Jail, and placed under the charge of the Sheriff of Lucas County for incarceration at the Jail.

IV. RESOLUTION OF ISSUES

The City and the County agree to negotiate in good faith to resolve issues that may arise during the term of this Agreement.

AGREEMENT REGARDING USE OF BEDS AT THE LUCAS COUNTY CORRECTIONS
CENTER BETWEEN THE CITY OF Toledo, OHIO AND THE BOARD OF
COMMISSIONERS

Page 4

V. COSTS

The following details the cost associated with bed usage at the Jail.

- A. The City agrees to pay a booking fee equal to the cost of one (1) day's per diem rate at the Jail for every City Prisoner booked into the Jail. The booking fee will cover the booking and first 16 hours of detention.
- B. Upon a City Prisoner reaching 16 hours after booking and being transferred to custody-level housing, the detention charge shall be calculated on a per minute rate basis. The per minute rate is the per diem rate divided by 1440 (60 minutes multiplied by 24 hours). The City agrees to pay this rate for the time that a City Prisoner remains in the custody of the Jail.
- C. The per diem rate for 2016 is \$164.40. This rate will be adjusted by the County effective January 1st of each year and will be based on the County's Jail Cost Analysis. Written notice of the adjusted per diem rates shall be submitted by the County to the City at least thirty days prior to the effective date of the new rates.

AGREEMENT REGARDING USE OF BEDS AT THE LUCAS COUNTY CORRECTIONS CENTER BETWEEN THE CITY OF Toledo, OHIO AND THE BOARD OF COMMISSIONERS

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- D. The City agrees to make payments to the Treasurer of Lucas County the amount due for Jail services within thirty (30) days after receipt of proper invoice from the County.
- F. The Sheriff of Lucas County is required to accept for incarceration at the Jail only those prisoners who are delivered to or report to the LCCC and are placed under his charge. The Sheriff of Lucas County is not required to detain City Prisoners who are recommended for released by the Federal Court Order's Tiered Release Criteria in *Jones v. Wittenberg, et al.* Amended Order of the Special Master Regarding Emergency Release Protocol (Attachment A), as this would be a violation of said Federal Court Order.

VI. EQUAL OPPORTUNITY

It is agreed that no person shall, on the grounds of race, color, religion, sex, age, or national origin, be excluded from participation in, refused the benefits of, or be otherwise subjected to discrimination under this Agreement.

VII. AMENDMENTS

This Agreement may be amended from time-to-time, provided

AGREEMENT REGARDING USE OF BEDS AT THE LUCAS COUNTY CORRECTIONS
CENTER BETWEEN THE CITY OF Toledo, OHIO AND THE BOARD OF
COMMISSIONERS

Page 6

such amendment shall be in writing and must be authorized by formal action of the legislative bodies of both of the parties to this Agreement. Amendments shall be attached hereto and become a part hereof for the duration of the Agreement.

VIII. TERM

The initial term of this Agreement shall be from October 1, 2016 through December 31, 2017. This Agreement shall automatically be renewed on an annual basis unless terminated by either party upon thirty (30) days written notice.

IX. SEVERABILITY

Any provision of this Agreement found to be invalid or unenforceable by any court of competent jurisdiction shall be severable and shall not invalidate or render unenforceable any other provision of the Agreement and neither party shall be liable to the other for any damages of any kind sustained as a result of the invalidity of unenforceability of such provisions.

AGREEMENT REGARDING USE OF BEDS AT THE LUCAS COUNTY CORRECTIONS CENTER BETWEEN THE CITY OF Toledo, OHIO AND THE BOARD OF COMMISSIONERS

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IN WITNESS WHEREOF, each of the parties hereto has caused this instrument to be executed in several counterparts the day and year first above written.

THE CITY OF SYLVANIA

BOARD OF COUNTY COMMISSIONERS
LUCAS COUNTY, OHIO

BY: _____
Craig A. Stough, Mayor

BY: _____
Tina Skeldon Wozniak
President

Toby Schroyer, Director of
Finance

Pete Gerken
Commissioner

ORDINANCE NUMBER: _____

APPROVED AS TO FORM:

Carol Contrada
Commissioner

Leslie B. Brinning, Director of
Law

RESOLUTION NUMBER: _____

APPROVED AS TO FORM:

B

Sylvania Municipal Planning Commission

Minutes of the regular meeting of February 15, 2017. Mr. McCann called the meeting to order.

Members present: Mayor Craig Stough, Daniel Arnold, Ken Marciniak, and Brian McCann (4) present. Thomas Lindsley excused. Zoning Administrator, Timothy Burns present.

Mr. Arnold moved, Mr. Marciniak seconded to approve the Minutes of the November 16, 2016 meeting as submitted. Vote being: Stough, McCann, Marciniak, Arnold (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

Item 3 - Council Referral – Special Use Permit app. no. SUP-1-2017 – a request from Toledo-Lucas County Public Library to amend the Special Use Permit for additions and renovations at 6749 Monroe Street, Sylvania, Ohio 43560. Mayor Stough stated that he would need to push away from the table for the discussion and vote on this application due to a business conflict of interest. Ms. Lyndsey Stough of Stough and Stough Architects was present. Mr. Burns stated that since the Library currently has a Special Use Permit, they are required to have the permit amended due to the additions and alterations that the Library is making to the building and the parking lot; and that the use will remain the same. Mr. Arnold moved, Mr. Marciniak seconded, to recommend to City Council to approve the modification to the Special Use Permit as submitted. Vote being: McCann, Marciniak and Arnold (3) aye; (0) nay. Motion passed by a 3 to 0 vote.

Mayor Stough returned to the table.

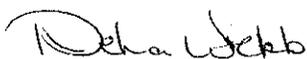
Item 4 - Organizational Meeting

a. Election of Officers: Mr. McCann called for nominations.

1. Chair - Marciniak moved, Mayor Stough seconded to elect Tom Lindsley as chair of the Sylvania Municipal Planning Commission. Vote being: McCann, Marciniak, Arnold and Stough (4) aye; (0) nay. Motion passed by a 4 to 0 vote.
2. Vice-Chair - Mr. Marciniak moved, Mayor Stough seconded to elect Brian McCann as vice-chair of the Sylvania Municipal Planning Commission. Vote being: McCann, Marciniak, Arnold and Stough (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

Mr. Arnold moved, Mr. Marciniak seconded to adjourn the meeting. All present voted aye. Meeting adjourned.

Submitted by,



Debra Webb, Secretary
Municipal Planning Commission

Board of Architectural Review

Minutes of the regular meeting of February 15, 2017. Mr. McCann called the meeting to order.

Members present: Mayor Craig Stough, Daniel Arnold, Ken Marciniak, and Brian McCann (4) present. Thomas Lindsley excused. Zoning Administrator, Timothy Burns present.

Mr. Arnold moved, Mr. Marciniak seconded to approve the Minutes of the November 16, 2016 meeting as submitted. Vote being: Stough, McCann, Marciniak, Arnold (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

Item 3 – Regulated District– app. no. 1-2017 requested by Joseph Snyder of Bueher Group A & E, Inc. for Fiddle Stix Boutique, 5693 Main Street, Sylvania, Ohio 43560. Sign is within the limits of the Sylvania Sign Code. Daniel Calverley of Fiddle Stix was present. Mr. Calverley presented a sample of the track material that will be used for the new window system on the lower level. He stated that the frame will not be the dark color shown in the picture submitted and that it will be the color presented at the meeting, which was a bare aluminum coloring. He also said that the window frames on the upper windows would be painted the color shown in the drawings, which is an off white color. He also said that the walls of the building will remain brick, but that it will be repainted the color shown in the drawing, which is a grey shade that is darker than the present color. Mr. Marciniak moved, Mr. Arnold seconded, to grant a Certificate of Appropriateness for the building design shown in the drawing submitted with the application. Vote being: McCann, Marciniak, Arnold and Stough (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

Item 4 – Regulated Sign – app. no. 2-2017 requested by Rebekah Szczerbiak of Harmon Signs for Progressive Wellness Medical Building, 7640 Sylvania Avenue, Sylvania, Ohio 43560. Ms. Szczerbiak was present and stated that the new sign will be both internally and externally lit. Mr. Arnold moved, Mr. Marciniak seconded, to grant a Certificate of Appropriateness for the sign shown in the drawing submitted with the application. Vote being: McCann, Marciniak, Arnold and Stough (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

Item 5 – Regulated Sign – app. no. 3-2017 requested by Rebekah Szczerbiak of Harmon Signs for West Sylvania Imaging and Lab Services, 7640 Sylvania Avenue, Sylvania, Ohio 43560. Ms. Szczerbiak was present. Mr. Arnold moved, Mr. Marciniak seconded, to grant a Certificate of Appropriateness for the sign shown in the drawing submitted with the application. Vote being: McCann, Marciniak, Arnold and Stough (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

Item 6 – Regulated Sign – app. no. 4-2017 requested by Rebekah Szczerbiak of Harmon Signs for West Sylvania Cardiac Rehabilitation, 7640 Sylvania Avenue, Sylvania, Ohio 43560. Ms. Szczerbiak was present. Mr. Arnold moved, Mr. Marciniak seconded, to grant a Certificate of Appropriateness for the sign shown in the drawing submitted with the application. Vote being: McCann, Marciniak, Arnold and Stough (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

Board of Architectural Review

Minutes of February 15, 2017

Page 2

Item 7 – Regulated Sign – app. no. 5-2017 requested by Rebekah Szczerbiak of Harmon Signs for West Sylvania Sports Medicine, 7640 Sylvania Avenue, Sylvania, Ohio 43560. Ms. Szczerbiak was present. Mr. Arnold moved, Mr. Marciniak seconded, to grant a Certificate of Appropriateness for the sign shown in the drawing submitted with the application. Vote being: McCann, Marciniak, Arnold and Stough (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

Item 8 – Regulated Sign – app. no. 7-2017 requested by Rebekah Szczerbiak of Harmon Signs for Respiratory Specialists, 7640 Sylvania Avenue, Sylvania, Ohio 43560. Ms. Szczerbiak was present. Mr. Arnold moved, Mr. Marciniak seconded, to grant a Certificate of Appropriateness for the sign shown in the drawing submitted with the application. Vote being: McCann, Marciniak, Arnold and Stough (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

Item 9 – Regulated District – app. no. 6-2017 requested by John Ciampa for Sylvania Orthodontics, 6407 Monroe Street, Sylvania, Ohio 43560. Mr. Ciampa was present and stated that a new 3 car garage will be built in materials to closely match the existing building; and that the building will not be visible from the street. Mr. Burns stated that building exceeds the setback requirements. Mr. Arnold moved, Mr. Marciniak seconded, to grant a Certificate of Appropriateness for the building design shown in the drawing submitted with the application. Vote being: McCann, Marciniak, Arnold and Stough (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

Item 10 – Regulated Sign – app. no. 9-2017 requested by Karrie Brock of Fast Signs for TEAM Furmanite, 4101 King Road, Sylvania, Ohio 43560. Ms. Brock was present and stated that the sign will be replacing an old post sign and panel sign with an unlit monument sign in the same location. Mr. Marciniak moved, Mr. Arnold seconded, to grant a Certificate of Appropriateness for the sign shown in the drawing submitted with the application. Vote being: McCann, Marciniak, Arnold and Stough (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

Item 11 – Regulated District – app. no. 8-2017 requested by Charlie Oswanski of Toledo-Lucas County Public Library and Craig Stough of Stough and Stough Architects for Toledo-Lucas County Public Library, Monroe Street Branch, 6749 Monroe Street, Sylvania, Ohio 43560. Mayor Stough stated that he would need to push away from the table for the discussion and vote on this application due to a business conflict of interest. Ms. Lyndsey Stough was present and said that 2 additions were being made to the existing library; that the largest addition will be on the east side of the building facing the parking lot and that the smaller addition will be on the west side, which would match the addition on the east side. She said that the purpose of the additions are to give a face lift to the building, add more usable square footage as well as introducing more natural light to the interior of the building. She also explained that north elevation of the building, parallel to Monroe street, overall shows that the design of the building will remain pretty much untouched and that it lends a lot the original architecture of the building,

Board of Architectural Review
Minutes of February 15, 2017
Page 3

with brick being the most prominent material; and also that when you go come from the western to the eastern portions of the building you will see more glass, which is close to the current design of those portions of the building. The west side of the building faces Northview High School and the east side faces the courtyard of the building, which is designed to be like an open atrium feeling. Mr. McCann asked if there was anyone present that wished to make any comments. Ms. Carol Lindhuber, a Sylvania resident, was present and suggested that the Library incorporate the columns that are currently at the entrance of the building into the outside design, whether than being moved inside so that they still have some Georgian elements. Ms. Stough stated that the design does not incorporate the columns into the design of the interior, but that she could forward the comments on to the design architectural firm, HBM. Ms. Lindhuber said our whole downtown area is Georgian, that the administration building across the street is Georgian, and that she would like to see more of those elements in the design of the entrance of the building. Ms. Stough said that from a structural standpoint, it would be difficult to incorporate the columns in the design and that perhaps they could be incorporated into an area in the parking lot. Mr. McCann asked if the Board would like to table the discussion until the next meeting. Mr. Burns stated that the Library is outside of the Downtown Design District. Further discussion took place and Mr. Marciniak suggested that the columns could be incorporated into some sort of pergola or arbor in an area in the parking lot but that incorporating the columns into the entrance would mean starting all over on the design. Ms. Stough added that there columns along the north side of the building that will remain. Mr. Marciniak moved, Mr. Arnold seconded, to grant a Certificate of Appropriateness for the building design shown in the drawing submitted with the application. Vote being: McCann, Marciniak and Arnold (3) aye; (0) nay. Motion passed by a 3 to 0 vote.

Mayor Stough returned to the table.

Mr. Marciniak moved, Mr. Arnold seconded to adjourn the meeting. All present voted aye. Meeting adjourned.

Submitted by,



Debra Webb, Secretary
Municipal Planning Commission