

Sylvania City Council

March 4, 2019

7:30 p.m. Council Meeting

Agenda

1. Roll call. Mrs. Cappellini, Mr. Frye, Mr. Haynam, Mrs. Husman, Mr. Luetke, Mr. Richardson, Mrs. Westphal.
2. Pledge of Allegiance to the United States of America led by Mr. Richardson.
3. Additions to the agenda.
4. Approval of the Council meeting minutes of February 19, 2019.
5. Buckeye Cablevision, Inc. Video Service Authorization.
 - a. Amendment to Video Service Authorization.
 - b. Proposed Ordinance 19-2019, Determining the Video Service Provider Fee to be paid by a Video Service Provider offering Video Services in the City pursuant to a Video Service Authorization.
6. Proposed Ordinance No. 20-2019, Authorizing to enter into an agreement with Volunteer Energy Services, Inc. to act as the City's Natural Gas Aggregation Supplier for a twenty-four (24) month period beginning in May 2019, and ending in April 2021.
7. Proposed Ordinance No. 21-2019, Authorizing to enter into an agreement between the City of Sylvania and the Board of Lucas County Commissioners for the Suburban Court Services Program.
8. River Trail Phase 1 Monitoring.
 - a. Service Director's report on mitigation monitoring.
 - b. Proposed Ordinance No. 22-2019, Authorizing to accept the proposal of Smithgroup JJR to provide mitigation monitoring services for the River Trail Phase I.
9. Woodstream Farms Resurfacing (Phase 1) Project.
 - a. Service Director's request to advertise.
 - b. Service Director's report on construction testing contract.
 - c. Proposed Ordinance No. 23-2019, Accepting proposal of Bowser-Morner, Inc. to conduct construction testing and geotechnical engineering for the Woodstream Farms resurfacing (Phase 1) project.

10. Ohio Domestic Action Workplan Subgrant Application.
 - a. Service Director's report on application.
 - b. Proposed Resolution No. 4-2019, Authorizing to file a grant application with the Ohio Environmental Protection Agency.
11. Vehicle purchase-2019 Pickup Truck for Parks.
 - a. Services Director's report on purchase.
 - b. Proposed Ordinance No. 24-2019, Authorizing to accept the proposal of Yark Automotive for a 2019 Pickup Truck for the Division of Parks & Forestry.
12. Notice of a new D-1, D-2 and D3 liquor permit from My Way Bistro LLC, d/b/a My Way Bistro, 5827 Monroe St., Sylvania, OH 43560.
13. Committee reports.
 - a. Committee of the Whole held on February 22, 2019.
 - b. Safety Committee meeting held on February 25, 2019.
14. Committee referrals.

INFORMATION

None.

Minutes of the Meeting of Council
February 19, 2019

The Council of the City of Sylvania, Ohio met in regular session on February 19, 2019 at 7:30 p.m. with Mayor Stough in the chair. Roll was called with the following members present: Katie Cappellini, Doug Haynam, Sandy Husman, Mark Luetke, Patrick Richardson, Mary Westphal; (6) present; Mark Frye, (1) absent.

Roll call:
Frye; absent,
excused.

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

Pledge of
Allegiance.

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

The following items were added to the agenda:

- 4a. Fire Department update.
- 16. Executive Session to discuss possible litigation.

Mrs. Westphal moved, Mr. Haynam seconded to approve the agenda as amended; roll call vote being: Cappellini, Haynam, Husman, Luetke, Richardson, Westphal, (6) yeas; (0) nays. The motion carried.

Agenda
approval.

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

Mrs. Westphal presented the February 5, 2019 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 February 5, 2019 be approved; roll call vote being: Haynam, Husman, Luetke, Richardson, Westphal, Cappellini, (6) yeas; (0) nays. The motion carried.

Approval of the
February 5
meeting
minutes.

Fire Chief Michael Ramm provided an update on the fire department equipment acquisitions and the increase activities partly due to the decreasing support of the private transports. He also provided information on the soft billing process.

Fire Department
update.

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

Mr. Luetke provided update on the Designated Outdoor Refreshment Area (DORA) Ad-Hoc Committee recommendations to City Council. Katie Fields, co-owner of Inside the Five Brewing Co., Jane Worth, owner of Ragazza, and Nick Dallas of J & G Pizza all spoke in favor of the DORA including the loss of 4 parking spaces due to the proposed parklets.

DORA Ad-Hoc
Committee
recommendation
to council.

Mrs. Westphal moved, Mr. Haynam seconded to refer the DORA recommendations to the Safety Committee for review and recommendation. Roll call vote being: Husman, Luetke, Richardson, Westphal, Cappellini, Haynam, (6) yeas; (0) nays. The motion carried.

Referral of
DORA to Safety
Committee.

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Mrs. Westphal moved, Mr. Luetke seconded to set the Safety Committee meeting to review the DORA Ad-Hoc Committee recommendations for Monday, February 25, 2019 at 7:30 a.m. in council chambers. Roll call vote being: Luetke, Richardson, Westphal, Cappellini, Haynam, Husman, (6) yeas; (0) nays. The motion carried.

Safety Com.
Mtg. set for
2/25/19 @7:30
a.m.

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

Mayor Stough reported that the additional information from Bruce J. Fondren, Sr. on zoning ordinance amendment application ZA-1-2018 has not yet been received due to applicant working with their engineer for final plans. Proposed action on this application will be continued until the March 18, 2019.

Continuation of
action on ZA-1-
2018 until
3/18/19.

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

Service Director's report on the Alexis Road Safety Improvements – Standard Highway Easement was placed on file. Mr. Richardson presented and read aloud by title only, proposed Ordinance No. 12-2019, "Accepting a permanent easement from DJF Properties, LTD. relative to the Alexis Road Safety Improvement Project; dedicating the easement for public purposes; authorizing compensation for said permanent easement in the amount of \$6,000; appropriating funds therefore; and declaring an emergency." Mr. Richardson moved, Mrs. Husman seconded, that Council dispense with the Second and Third Reading of said Ordinance; roll call vote being: Richardson, Westphal, Luetke, Cappellini, Haynam, Husman, (6) yeas; (0) nays. The motion carried.

Ordinance No.
12-2019,
"Accepting a
permanent
easement....
Alexis Road
Safety
Improvement
project...."

Mr. Richardson moved, Mr. Luetke seconded, that Ordinance No. 12-2019 be enacted as an emergency measure as declared therein; roll call vote being: Luetke, Richardson, Westphal, Cappellini, Haynam, Husman, (6) yeas; (0) nays. The motion carried.

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

Service Director's report on the Silica Drive Vehicular Bridge over Ten Mile Creek Replacement; Preliminary structure study as placed on file. Mr. Richardson presented and read aloud by title only, proposed Ordinance No. 13-2019, "Accepting the proposal of DGL Consulting Engineers to perform a preliminary structure study for the Silica Drive Vehicular bridge over Ten Mile Creek Replacement Project; appropriating Funds therefore in the amount of \$11,750; and declaring an emergency." Mr. Richardson moved, Mrs. Westphal seconded, that Council dispense with the Second and Third Reading of said Ordinance; roll call vote being: Cappellini, Haynam, Husman, Richardson, Westphal, Luetke, (6) yeas; (0) nays. The motion carried.

Ordinance No.
13-2019,
"Accepting
proposal of
DGL Consulting
Engineers---
preliminary
structure study
for Silica Dr.
bridge..."

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Mr. Richardson moved, Mr. Luetke seconded, that Ordinance No. 13-2019 be enacted as an emergency measure as declared therein; roll call vote being: Haynam, Husman, Luetke, Richardson, Westphal, Cappellini, (6) yeas; (0) nays. The motion carried.

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

Service Director's report on Vibrant Ventures, LLC - Cost Recovery Agreement connected to the water main along Little Road was placed on file. Mrs. Westphal presented and read aloud by title only, proposed Ordinance No. 14-2019, "Authorizing the Mayor and Director of Finance to enter into a Cost Recovery Agreement with Vibrant Ventures, LLC for its connection to the City of Sylvania water supply system; and declaring an emergency." Mrs. Westphal moved, Mrs. Husman seconded, that Council dispense with the Second and Third Reading of said Ordinance; roll call vote being: Husman, Luetke, Richardson, Westphal, Cappellini, Haynam, (6) yeas; (0) nays. The motion carried.

Ordinance No. 14-2019,
"Authorizing
...cost recovery
agreement with
Vibrant
Ventures,
LLC...water
supply"

Mrs. Westphal moved, Mr. Haynam seconded, that Ordinance No. 14-2019 be enacted as an emergency measure as declared therein; roll call vote being: Luetke, Richardson, Westphal, Cappellini, Haynam, Husman, (6) yeas; (0) nays. The motion carried.

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

Service Director presented the updated zoning map for the City of Sylvania. Mr. Haynam presented and read aloud by title only, proposed Ordinance No. 15-2019, "An Ordinance to approve and adopt the City of Sylvania's new original or current official zoning map; and declaring an emergency." Mr. Haynam moved, Mrs. Westphal seconded, that Council dispense with the Second and Third Reading of said Ordinance; roll call vote being: Richardson, Westphal, Cappellini, Haynam, Husman, Luetke, (6) yeas; (0) nays. The motion carried.

Ordinance No. 15-2019,
"...approve and
adopt the new
original or
current official
zoning map..."

Mr. Haynam moved, Mrs. Westphal seconded, that Ordinance No. 15-2019 be enacted as an emergency measure as declared therein; roll call vote being: Westphal, Cappellini, Haynam, Husman, Luetke, Richardson, (6) yeas; (0) nays. The motion carried.

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

Mr. Luetke presented and read aloud by title only, proposed Ordinance No. 16-2019, "Authorizing the Mayor and Director of Finance to enter into a 3-year Collective Bargaining Agreement commencing January 1, 2019 with the Sylvania

Ordinance No. 16-2019,
"Authorizing

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Police Telecommunicators; and declaring an emergency.” Mr. Luetke moved, Mrs. Husman seconded, that Council dispense with the Second and Third Reading of said Ordinance; roll call vote being: Cappellini, Haynam, Husman, Luetke, Richardson, Westphal, (6) yeas; (0) nays. The motion carried.

3-year
Collective
Bargaining
Agreement with
Sylvania Police
Tele-
Communicators
...”

Mr. Luetke moved, Mr. Haynam seconded, that Ordinance No. 16-2019 be enacted as an emergency measure as declared therein; roll call vote being: Haynam, Husman, Luetke, Richardson, Westphal, Cappellini, (6) yeas; (0) nays. The motion carried.

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

Service Director’s report on the Michindoh Aquifer Water Source was placed on file. Mrs. Westphal presented and read aloud by title only, proposed Ordinance No. 17-2019, “Accepting the proposal of Artesian of Pioneer to conduct further testing of the Michindoh Aquifer as an alternative water source for the City of Sylvania; appropriating funds therefore in an amount not to exceed \$12,500; and declaring an emergency.” Mrs. Westphal moved, Mr. Haynam seconded, that Council dispense with the Second and Third Reading of said Ordinance; roll call vote being: Husman, Luetke, Richardson, Westphal, Cappellini, Haynam, (6) yeas; (0) nays. The motion carried.

Ordinance No.
17-2019,
“Accepting the
proposal of
Artesian of
Pioneer...
further testing...
Michindoh
Aquifer...”

Mrs. Westphal moved, Mrs. Husman seconded, that Ordinance No. 17-2019 be enacted as an emergency measure as declared therein; roll call vote being: Luetke, Richardson, Westphal, Cappellini, Haynam, Husman, (6) yeas; (0) nays. The motion carried.

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

Mrs. Westphal presented and read aloud by title only, proposed Ordinance No. 18-2019, “An Ordinance to approve, adopt and enact current replacement pages to the Codified Ordinances; to repeal Ordinances in conflict therewith; to publish the enactment of new matter; and declaring an emergency.” Mrs. Westphal moved, Mr. Luetke seconded, that Council dispense with the Second and Third Reading of said Ordinance; roll call vote being: Richardson, Westphal, Cappellini, Haynam, Husman, Luetke, (6) yeas; (0) nays. The motion carried.

Ordinance No.
18-2019,
“...approve,
adopt, enact
replacement
pages of
Codified
Ordinances...”

Mrs. Westphal moved, Mr. Haynam seconded, that Ordinance No. 18-2019 be enacted as an emergency measure as declared therein; roll call vote being: Westphal, Cappellini, Haynam, Husman, Luetke, Richardson, (6) yeas; (0) nays. The motion carried.

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

Mrs. Westphal reported on the Committee of the Whole meeting held on this date at 6:00 p.m. to hear proposals on the new city logo from Creative Oxygen, Fuller Art House and Thread Marketing Group. The final decision will be after Mr. Frye is available for comments.

C-O-W mtg.
report on new
city logo.

Mayor Stough stated that there are no items for agenda item 15 so Council will now consider agenda item 16.

Mrs. Westphal moved, Mr. Luetke seconded to enter into Executive Session to discuss possible litigation at 8:30 p.m. Roll call vote being: Cappellini, Haynam, Husman, Luetke, Richardson, Westphal, (6) yeas; (0) nays. The motion carried.

Executive
Session to
discuss possible
litigation.

Mrs. Westphal moved, Mr. Haynam seconded to return from Executive Session to General Session at 9:48 p.m. Roll call vote being: Haynam, Husman, Luetke, Richardson, Westphal, Cappellini, (6) yeas; (0) nays. The motion carried.

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

Mrs. Westphal moved, Mr. Haynam seconded that this meeting adjourn; all present voting yea (6); (0) nays. The motion carried and the meeting adjourned at 9:51 p.m.

Adjournment.

Clerk of Council

Mayor



5a

2700 Oregon Rd., Northwood, OH 43619
419.724.9802 • buckeyebroadband.com

February 22, 2019

Via Regular Mail and E-Mail (city.clerk@cityofsylvania.com)

Ms. Sharon Bucher
City of Sylvania Clerk of Council
6730 Monroe St.
Sylvania, Ohio 43650

Re: Amendment—VSA #2007-VSA-0004

Ms. Bucher:

Enclosed is the approved amendment to Video Service Authorization (VSA) #2007-VSA-0004. As you may know, Buckeye Cablevision, Inc., doing business as Buckeye Broadband, had been providing video service to the City of Sylvania residents pursuant to a franchise agreement. Because state law prohibits extension or renewal of the franchise agreement, Buckeye will now operate in the City pursuant to the amended VSA.

You are advised to review the enclosed VSA as well as the operative provisions of state law governing video service, specifically O.R.C. §§ 1332.21 through 1332.34 to determine your rights and responsibilities.

Thank you for your attention to this issue.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Mathew Beredo", is written over a horizontal line.

Mathew Beredo
Vice-President, Business & Legal Affairs
Buckeye Cablevision, Inc.

MB/pc

Enclosure

**Ohio Department of Commerce
Video Service Authorization
Twelfth Amendment**

**Video Service Provider: Block Communications, Inc., dba Buckeye Broadband
and Buckeye CableSystem**

VSA Number: 2007-VSA-0004
VSA Expiration Date: December 29, 2027

Amendment Number: 12
Amendment Effective Date: February 21, 2019

IS HEREBY GRANTED AN AMENDMENT TO ITS AUTHORIZATION TO PROVIDE VIDEO SERVICE IN THE VIDEO SERVICE AREA SPECIFIED BELOW IN ACCORDANCE WITH AND SUBJECT TO THE PROVISIONS OF OHIO REVISED CODE SECTIONS 1332.21 THROUGH 1332.34 AND THE TERMS AND CONDITIONS OF THIS AUTHORIZATION.

Terms and Conditions of the Authorization

A. Video Service Area

The video service provider is authorized to provide video service in the areas listed on the attached sheet. The municipality or township added to the provider's video service area by this amendment is indicated on the attached sheet in italics. For all the municipalities or townships indicated in italics on the attached sheet, the provider shall comply with all the applicable Terms and Conditions as set forth in Section B of this document.

B. Notice

1. Current Service Area:

No later than 10 days after the effective date of this authorization, the video service provider shall provide written notice to the municipal corporations and/or townships where it is currently providing video service that it has been issued this video service authorization. The notice shall state, in accordance with Ohio Revised Code Section 1332.23(B)(2)(d), that upon the effective date of this video service authorization, the franchise or competitive video service agreement terminates and no provision of that franchise or agreement is enforceable. Further, the notice shall state that the municipal corporation and/or township are advised to review Ohio Revised Code Sections 1332.21 through 1332.34 to determine their rights and responsibilities. The video service provider shall also provide a copy of the above stated notice to the Director of the Ohio Department of Commerce.

2. Future Service Area:

The video service provider shall provide the Director of the Ohio Department of Commerce with a copy of any notice issued to a municipal corporation or township in compliance with the requirements in Ohio Revised Code Section 1332.27(A). This notice shall be provided to the Director within 5 days of issuance to the municipal corporation or township. The notice provided to the municipal corporation or township shall also state that the municipal corporation and/or township are advised to review Ohio Revised Code Sections 1332.21 through 1332.34 to determine their rights and responsibilities.

3. Customer Service Standards

On January 23, 2008, the video service provider was given 90 days advance written notice that commencing on April 23, 2008, the Director would enforce the Federal Communication Commission's ("FCC") customer service regulations listed below. All municipalities and townships listed on the attached sheet shall be the video service area in which the FCC's customer service regulations apply.

47 C.F.R. § 309	Customer Service Obligations
47 C.F.R. § 76.1602	Customer Service- general information
47 C.F.R. § 76.1603	Customer Service- rate and service changes
47 C.F.R. § 76.1619	Information on subscriber bills

In accordance with 47 C.F.R. §76.952, the video service provider shall immediately place the following information on the provider's bill for all video service areas in which the provider has been issued a video service authorization:

If your complaint is not resolved after you have called your provider please contact the Ohio Department of Commerce at <http://www.com.state.oh.us/VideoService.aspx> or at (877) 207-2225.

Ohio Department of Commerce


Sheryl Maxfield, Director

By Anne M. Petit, Superintendent

Approved Service Areas For Block Communications, Inc.
doing business as Buckeye Broadband and Buckeye Cablevision
VSA Number: 2007-VSA-0004
(New Areas in Italics)

Sub-Authorizations:

-22 Erie

Bayview Village
Berlin Township
Castalia Village
Groton Township
Margaretta Township
Milan Township
Oxford Township
Sandusky

-32 Hancock

Findlay

-48 Lucas

Berkey Village
Monclova Township
Ottawa Hills Village
Sylvania
Toledo
Waterville
Waterville Township
Whitehouse Village

-62 Ottawa

Allen Township

-72 Sandusky

Townsend Township

-87 Wood

Bowling Green
Lake Township
Middleton Township
Northwood
Perrysburg
Perrysburg Township

ORDINANCE NO. 19 - 2019**DETERMINING THE VIDEO SERVICE PROVIDER FEE TO BE PAID BY A VIDEO SERVICE PROVIDER OFFERING VIDEO SERVICE IN THE CITY PURSUANT TO A VIDEO SERVICE AUTHORIZATION; AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE TO GIVE NOTICE TO THE VIDEO SERVICE PROVIDER OF THE VIDEO SERVICE PROVIDER FEE; AND DECLARING AN EMERGENCY.**

WHEREAS, the General Assembly enacted Sections 1332.21 through 1332.34 of the Ohio Revised Code, effective September 24, 2007, to provide a statewide “uniform regulatory framework” for the provision of cable television and/or other video service (the “Video Law”); and,

WHEREAS, under the Video Law a video service provider that is providing video service to subscribers in the City pursuant to a state-issued video service authorization must pay the City a video service provider fee (“VSP Fee”) based on a percentage of the provider’s gross revenues received from providing video service in the City, not to exceed five percent (5%) of such gross revenues; and,

WHEREAS, the Video Law requires that the percentage of gross revenues on which VSP Fees are paid must be the same as the percentage of gross revenues that a cable operator pays pursuant to a franchise agreement that is in effect in the City (the “VSP Fee Percentage”) or, if there is no effective franchise agreement under which franchise fees are payable for a given calendar quarter, the VSP Fee percentage shall be zero percent (0%) of gross revenues unless the City determines by Ordinance that the VSP Fee will be a percentage of gross revenues not to exceed five percent (5%) of gross revenues; and,

WHEREAS, the Video Law further requires the City to provide a video service provider with written notice of the VSP Fee Percentage within ten (10) days of receiving notice from the video service provider, pursuant to R.C. 1332.27(A), that it will begin offering service in the

City; and,

WHEREAS, the Video Law provides that advertising revenues will not be included in the gross revenues based upon which the VSP Fee Percentage is applied unless the City specifically enacts an Ordinance uniformly applicable to all video service providers requiring that advertising revenues also be included in the gross revenues base; and,

WHEREAS, the Video Law requires the City to promptly notify affected video service providers of the Ordinance that requires the inclusion of advertising revenues in the gross revenues base and that requirement will not take effect until the first day of the first calendar quarter that begins more than thirty (30) days after giving such notice of the Ordinance; and,

WHEREAS, in order to provide timely notice to a video service provider of the VSP Fee, it is necessary for this Council to determine now that the percentage of gross revenues on which the VSP Fee will be paid is five percent (5%) and that advertising revenues shall be included in the base of gross revenues on which the VSP Fee is paid, and to authorize the Director of Public Service to provide notice of the VSP Fee to a video service provider within ten (10) days of the City receiving notice that a video service provider will begin providing service in the City.

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

SECTION 1. That this Council of the City of Sylvania hereby establishes a VSP Fee that is calculated by applying a VSP Fee Percentage of five percent (5%) to the video service provider's gross revenues as defined in Section 1332.32(B) of the Video Law. For purposes of calculating the VSP Fee, the provider's gross revenues shall include advertising revenues in accordance with Section 1332.32(B)(2)(g) of the Video Law. The VSP Fee Percentage and Video Law gross revenues definition, as modified in this Ordinance, shall apply equally to all video service providers and cable television operators providing video service in the City.

SECTION 2. That the VSP Fee shall be paid by each video service provider providing service in the City on a quarterly basis but not sooner than forty-five (45) days nor later than sixty (60) days after the end of each calendar quarter. R.C. Section 1332.32(A).

SECTION 3. That the Clerk of Council is hereby authorized and directed to provide any video service provider with notice of the VSP Fee Percentage and gross revenues definition as

determined by Council above by providing such provider with a certified copy of this ordinance, which notice shall be given by certified mail, upon receipt of notice from such video service provider that it will begin providing video service in the City pursuant to state-issued video service authorization.

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 in order to ensure that the City continues to receive appropriate fees from persons providing video and/or cable service in the City using the City's rights-of-way. 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, _____, 2019, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

ORDINANCE NO. 20 -2019

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AN AGREEMENT WITH VOLUNTEER ENERGY SERVICES, INC. TO ACT AS THE CITY'S NATURAL GAS AGGREGATION SUPPLIER FOR A TWENTY-FOUR (24) MONTH PERIOD BEGINNING IN MAY, 2019 AND ENDING IN APRIL, 2021; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Sylvania is approved by the Public Utilities Commission of Ohio ("PUCO") as an opt-out government aggregator for natural gas and is a member of the Northwest Ohio Aggregation Coalition ("NOAC"); and,

WHEREAS, since 2003, NOAC has saved residents and small business customers in the aggregation over \$17,500,000 on their natural gas bills versus the Columbia tariff price; and,

WHEREAS, NOAC's consultant, Palmer Energy, recently issued a request for proposals and received several proposals; and,

WHEREAS, after review of the offers, Palmer Energy recommends that the NOAC communities enter into a contract with Volunteer Energy Services, Inc. to provide natural gas service at a rate substantially below the Columbia SCO price; and,

WHEREAS, the Agreement with Volunteer Energy Services, Inc. will have a start date of May, 2019 and will continue for twenty-four months at a rate of NYMEX natural gas price + \$1.05 per MCF; and,

WHEREAS, this will result in an estimated annual savings of \$15.20 per account during the course of the Agreement.

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

SECTION 1. That the Mayor and the Director of Finance be, and they hereby are, authorized to enter into a new gas supply contract with Volunteer Energy Services, Inc. for a

twenty-four (24) month term to supply natural gas to City of Sylvania consumers enrolled in its opt-out aggregation program.

SECTION 2. Any such contract with Volunteer Energy Services, Inc. shall be in a form which is acceptable and approved by the Director of Law.

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

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

SECTION 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the Agreement for said natural gas services should be approved immediately so that City residents continue to receive the best possible natural gas pricing. 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, _____, 2019, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

ORDINANCE NO. 21 - 2019

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AN AGREEMENT ON BEHALF OF THE CITY OF SYLVANIA BETWEEN THE CITY OF SYLVANIA AND THE BOARD OF LUCAS COUNTY COMMISSIONERS FOR THE SUBURBAN COURT SERVICES PROGRAM; AGREEING TO PARTICIPATE IN FUNDING A PORTION OF THE LOCAL SHARE FOR SUBURBAN COURTS' SERVICES; APPROPRIATING \$25,000 THEREFORE; AND DECLARING AN EMERGENCY.

WHEREAS, Ordinance No. 169-97 approved the application by the Suburban Court Services to the Victims of Crime Assistance (hereinafter "VOCA") grant and authorized the City of Sylvania to share one-third of the 25% match required by the grant; and,

WHEREAS, said Ordinance authorized the expenditure of up to \$12,622.00 for Sylvania's local share of this grant; and,

WHEREAS, Ordinance No. 56-99, passed May 17, 1999, approved the Suburban Court Services grant application for federal funds under the Victims of Crime Act ("VOCA") through the office of the Ohio Attorney General's Office and agreed to participate in funding a portion of the local share up to \$15,056.34 for Sylvania's share of this grant; and,

WHEREAS, by Ordinance No. 17-2001, passed February 20, 2001, the City of Sylvania agreed to participate in a portion of the local share funding of Suburban Court Services which portion of funding increased to \$36,568.14 for the year 2001 due to the expiration of funding through the Byrne Memorial Grant and also included a three percent per year increase over the duration of the Agreement through September 30, 2003; and,

WHEREAS, by Ordinance No. 25-2004, passed March 15, 2004, the City of Sylvania agreed to participate in a portion of the local share funding of Suburban Court Services from October 1, 2003 through September 30, 2004 in the amount of \$38,795.14; and,

WHEREAS, by Ordinance No. 94-2004, passed November 15, 2004, the City of Sylvania agreed to participate in a portion of the local share funding of Suburban Court Services from October 1, 2004 through September 30, 2005 in the amount of \$38,795.14; and,

WHEREAS, by Ordinance No. 97-2006, passed October 2, 2006, the City of Sylvania agreed to participate in a portion of the local share funding of Suburban Court Services from October 1, 2006 through September 30, 2007 in the amount of \$9,635.00, which price decrease was a result of the City now providing office space and supplies; and,

WHEREAS, by Ordinance No. 33-2008, passed April 7, 2008, the City of Sylvania agreed to participate in a portion of the local share funding of Suburban Court Services from October 1, 2007 through September 30, 2008 in the amount of \$25,000; and,

WHEREAS, since 2008, the City of Sylvania has participated in a portion of the local share funding of Suburban Court Services in the amount of \$25,000; and,

WHEREAS, the City of Sylvania has received a request for funding Suburban Court Services in the amount of \$25,000.00 for October 1, 2018 through September 30, 2019.

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

SECTION 1. That City of Sylvania hereby agrees to participate in funding a portion of the local share in an amount of not to exceed Twenty-Five Thousand Dollars (\$25,000.00) for the year October 1, 2018 – September 30, 2019.

SECTION 2. That the Mayor and Director of Finance be, and they hereby are, authorized to evidence such approval and agreement by signing such documents as may be necessary and the Clerk of this Council is hereby authorized and directed to certify a copy of this Ordinance and provide such certified copy to Judge Ramey.

SECTION 3. That to provide funds for said services hereby authorized, there is hereby appropriated from the **GENERAL FUND** from funds therein not heretofore appropriated to **Account No. 110-7740-51295 - LCCPC Board Services** the total sum of Twenty-Five Thousand Dollars (\$25,000.00).

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 funding for Suburban Court Services should be provided for immediately. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote dispensing with the second and third readings: Yeas_____ Nays_____

Passed, _____, 2019, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

8a



DEPARTMENT OF PUBLIC SERVICE

KEVIN G. ALLER, PE DIRECTOR

February 25, 2019

To: The Mayor and Members of Sylvania City Council

Re: **River Trail Phase 1 Monitoring**

Dear Mr. Mayor and Council Members:

The Ohio EPA granted a Section 401 Water Quality Permit for the Sylvania River Trail for construction of the 1.3-mile trail from Main Street to Monroe Street east of US-23.

One of the mitigation requirements outlined in the permit is the enhancement of 0.70 acres of Category 3 wetland that is within the preservation area by controlling non-native species. This mitigation requires yearly monitoring and a report to gauge the success of the mitigation goal of "less than 5% areal cover of invasive and/or non-native species by the end of the monitoring period." Monitoring began in 2013 and occurred for five years with 2017 as the last year of monitoring. In July 2018 a site visit was conducted by the Ohio EPA and they determined that the performance criteria of less than 5% non-native and/or invasive species was not achieved. On July 16, 2018 the Ohio EPA granted a two-year extension of the permit to continue efforts to achieve the performance criteria of the mitigation.

The mitigation requires yearly monitoring to gauge the progress and success of the mitigation, as well as compilation and submittal of monitoring reports to the regulating agency the summarize findings. SmithGroup JJR has submitted a proposal to provide the mitigation monitoring services with the first year cost not to exceed \$4,950.00

It is our recommendation to enter into an agreement with SmithGroup JJR in the amount of \$4,950 for mitigation monitoring services in 2019. Subsequent years will be considered on an annual basis.

Please call if you have any questions.

Sincerely,

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

8b

ORDINANCE NO. 22 -2019

**AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO
ACCEPT THE PROPOSAL OF SMITHGROUP JJR TO PROVIDE
MITIGATION MONITORING SERVICES FOR RIVER TRAIL PHASE 1;
APPROPRIATING FUNDS THEREFORE IN AN AMOUNT NOT TO
EXCEED \$4,950; AND DECLARING AN EMERGENCY.**

WHEREAS, the Ohio EPA granted a Section 401 Water Quality Permit for the Sylvania River Trail for construction of the 1.3 mile trail from Main Street to Monroe Street east of US23; and,

WHEREAS, one of the mitigation requirements in the permit is the enhancement of 0.70 acres of Category 3 wetland that is within the preservation area by controlling non-native species; and,

WHEREAS, the mitigation requires yearly monitoring and reporting to gauge the success of the mitigation goal; and,

WHEREAS, the Director of Public Service, in a report dated February 25, 2019, indicated that he has received a proposal from SmithGroup JJR to provide mitigation monitoring services as well as report completion and submission to the Ohio EPA; and,

WHEREAS, the Director of Public Service has recommended acceptance of the proposal of SmithGroup JJR to provide mitigation monitoring services and compilation and submission of monitoring reports at a cost not to exceed \$4,950.

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

SECTION 1. That the Mayor and the Director of Finance be, and they hereby are, authorized to sign the proposal of SmithGroup JJR on behalf of this City, thereby indicating such approval and acceptance said proposal for River Trail Phase 1 mitigation monitoring.

SECTION 2. That to provide funds for said services hereby authorized, there is hereby allocated from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore allocated to **Account No. 401-7750-53585, River Trail Project**, an amount not to exceed Four Thousand Nine Hundred Fifty Dollars (\$4,950.00).

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

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

SECTION 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that proposal for said professional services should be approved immediately so that the mitigation monitoring and reporting can proceed 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, _____, 2019, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

9a



DEPARTMENT OF PUBLIC SERVICE

KEVIN G. ALLER, PE DIRECTOR

March 4, 2019

To: The Mayor and Members of Sylvania City Council

Re: **Woodstream Farms Resurfacing (Phase 1)**

Dear Mr. Mayor and Council Members:

Bidding documents for the above-mentioned project are now complete and ready for advertisement.

This project consists of milling and resurfacing the top 2" of asphalt in the Woodstream Farms Subdivision. The roadways scheduled to be resurfaced are Brandy Lane, Kings Run Road, Radcliffe Road (Kings Run Road to Bonniebrook Road), and Summer Drive. In addition, curb ramp improvements meeting current ADA standards will be implemented at deficient locations.

The estimated cost of the project is \$319,128 with construction scheduled during the summer of 2019 to avoid school transportation conflicts.

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

Sincerely,

Kevin G. Aller, P.E.

Director of Public Service

9b



March 4, 2019

To: The Mayor and Members of Sylvania City Council

Re: **Woodstream Farms Resurfacing (Phase 1)**
Construction Testing Contract

Dear Mr. Mayor and Council Members:

This project consists of milling and resurfacing the top 2" of asphalt in the Woodstream Farms Subdivision. The roadways scheduled to be resurfaced are Brandy Lane, Kings Run Road, Radcliffe Road (Kings Run Road to Bonniebrook Road), and Summer Drive. In addition, curb ramp improvements meeting current ADA standards will be implemented at deficient locations. This project is scheduled for construction this summer.

The Service Department requested proposals from two local geotechnical engineering firms to provide construction testing services. The testing provided will determine if asphalt and concrete materials placed meet or exceed ODOT and City standards.

The lowest proposal received was submitted by Bowser-Morner, Inc. of Toledo, Ohio in the amount of \$5,550. Bowser-Morner has performed construction testing services on several past City projects including the Sylvania River Trail Phase II (2018-19) and the Main Street Reconstruction Project (2018).

It is our recommendation that the geotechnical engineering and construction testing contract be awarded to Bowser-Morner, Inc. of Toledo, Ohio in the amount of \$5,550.

Please call with any questions.

Sincerely,

Kevin G. Aller, P.E.
Director of Public Service



Quote No. T-25886

February 27, 2019

Client

City of Sylvania

Department of Public Services

6730 Monroe Street

Sylvania, Ohio 43560

Attention: Joseph E. Shaw, P.E., P. S.
Deputy Director

Office Phone: 419-885-8967

Fax: 419-885-0486

Email: jshaw@cityofsylvania.com

Project Information

Name: Woodstream Farms Resurfacing Phase I

Address: Brandy Lane, Kings Run Road, Radcliffe Road, and Summer Drive, Sylvania, Ohio

Scope of Services

It is BOWSER-MORNER, INC's, (BMI) understanding that you will be resurfacing several roads with in the Woodstream Farms subdivision and you will need asphalt density testing along with some concrete testing. BMI will provide construction materials testing services on a time and materials basis in accordance with the attached fee schedule. We have estimated a testing budget of approximately \$5,550. The actual scope of services to be provided and final cost will be determined by the client's designated representative(s).

BMI Assumptions

Our pricing is based on the following assumptions:

- Services will be provided over the next 6 to 12 months. BMI pricing will remain constant throughout this period.
- All service reports will be emailed unless otherwise requested. Please complete the attached report distribution form to indicate who you want to receive reports.
- Client will provide approved, permitted drawings and specifications for our reference.
- BMI testing services and special inspections will be coordinated by the Client on an as-needed basis.
- Client will provide minimum 1 business day's notice for all field service requests.
- The project site will be accessible to our 2WD company vehicles.
- Contractual terms will be governed by Bowser-Morner standard terms and conditions.

Excluded Services

Bowser-Morner's scope of services will not include any of the following:

- Full-time observation of construction operations.
- Direction of contractor means or methods.
- Acceptance or rejection of any aspect of the work.
- Subsurface borings, soil sampling or laboratory testing in connection with project design.
- Evaluation of this or adjacent properties for environmental or wetlands related issues.



Quote No. T-25886

February 27, 2019

Invoicing and Project Administration

Services will be invoiced on a monthly basis throughout the project. Please direct all insurance and billing questions to Michael Bruno at 419.691.4800 ext. 227 or mbruno@bowser-morner.com.

Other

It is our understanding that CITY OF SYLVANIA will be the client paying our fee. If CITY OF SYLVANIA will not be the client for this project, please provide the correct client's name, address, telephone numbers, and contact information on the enclosed agreement.

Terms & Conditions

- BMI Terms and Conditions for Construction Observation and Testing Services..... (Form 4, 5/9/00)

Client Acceptance

Signature _____

Craig A. Stough, Mayor

Signature _____

Toby A. Schroyer, Director of Finance

Printed Name _____

Printed Name _____

Date _____

Date _____

This quotation is an offer by Bowser-Morner, Inc. to provide the services described at the price(s) quoted herein. This offer is valid for ninety (90) days and expressly includes the enclosed terms and conditions. Our offer may be accepted in any manner you deem expedient including, but not limited to: signing and returning a copy of this quotation or agreement; sending to Bowser-Morner any written correspondence that refers to the services and/or the prices quoted and authorizes us to commence with the services; orally authorizing us to commence with the services; acceptance of, or reliance on, any reports of the services that we issue. Any of the preceding actions on your part shall be deemed acceptance. We understand that your business processes may require you to issue purchase orders or other standard forms that facilitate payment of our invoices. Any terms in such forms that purport to modify, alter, supplement, change, or supersede the terms and conditions of this offer are hereby rejected.

Thank you for doing business with BOWSER-MORNER, INC. If you have any questions or need additional information, please contact:

Renee Garcia
Assistant Manager, Construction Services
419.691.4800 Ext. 245 Office
419.779.7505 Cell
rgarcia@bowser-morner.com

Attachments: ☒ Fee Schedule (1 pg.)
☒ Terms & Conditions (2 pgs.)

☒ Budget Estimate (1 pg.)
☒ Report Distr. Form (1 pg.)



UNIT FEES SCHEDULE

Field Technician Services (4 Hour Minimum)

1. **CMT Technician**- for construction monitoring and testing of soil, aggregate, concrete, asphalt, grout, masonry, auger-cast piling, drilled shaft foundations, spray fireproofing, etc., portal-to-portal, per hour,
 - Regular hours\$52.00
 - Overtime (over 8 hours per day)/
Weekend /Holiday rate.....\$66.00
2. **Steel Testing** - Steel technician for bolt torque verifications, steel shear stud or deck examinations, portal-to-portal, per hour
 - Regular hours\$66.00
 - Overtime/Weekend/Holiday rate.....\$82.00

Miscellaneous Fees:

3. **Misc. Equipment Fees, per day**,
 - Nuclear Densitometer (ASTM D6938)\$45.00
 - Calibrated Torque Wrench\$25.00
 - Wilhelm-Skidmore Torque/Tension Device\$50.00
 - Ultrasonic Metal Thickness Gauge.....\$25.00
 - Magnetic Coating Thickness Gauge\$25.00
 - Spray Fireproofing Test Equipment\$25.00
 - Floor Flatness Gauge (Dipstick or FloorPro)\$50.00
4. **Misc. Field Tests, by the test** (not including technician or engineering time/travel)
 - Windsor Probe (ASTM C803), each shot.....\$30.00
 - Calcium chloride concrete moisture kits, each\$35.00
 - In-Floor Relative Humidity Probes, each\$75.00
 - Mass Concrete Temperature Logger, each.....\$80.00
 - Mass Concrete Maturity Logger, each.....\$90.00
5. **Daily Mobilization of CMT or Engr. Vehicle**
per mile (\$10 minimum charge)\$0.75
6. **Misc. Job-Related Costs** - Equipment rental, sub-contracted services or other job-related expenses (including site specific PPE apparatus) Cost + 15%

Laboratory Testing

7. **Soil or Aggregate Proctors** - Moisture-density relationship (proctor) tests, standard or modified method (ASTM D698 or D1557), each\$200.00
8. **One-Point Standard Proctor**
(ASTM D698 and Ohio Curves), each\$100.00
9. **Relative Density of Granular Soil or Aggregate**
(ASTM D4253 and D4254), each\$450.00
10. **USCS Soil Classification** (ASTM D2487)\$200.00

11. **Aggregate Sieve Analysis (C136)**, per sample
 - Uniformly Graded Aggregates (i.e. No. 57)\$75.00
 - Long-graded aggregate (i.e. ODOT 304) with
decant (ASTM C117)\$145.00
12. **Compressive Strength** (ASTM C39)
 - 6 x 12 or 4 x 8 concrete test cylinders, each\$18.00
 - 2 x 2 mortar or grout cubes, each\$18.00
 - 3.5 x 3.5 x 7.0 masonry grout specimens, each\$36.00

Client will be charged for all samples submitted to lab.
13. **Concrete Flexural Strength** - (ASTM C78), each\$65.00
14. **Concrete Drilled Cores** (ASTM C42), includes trimming and capping, each.....\$65.00

Coring services quoted individually by job.
15. **Spray Fireproofing Density** (Oven & Displacement Methods), per sample\$40.00
16. **Asphalt Extraction & Gradation**, centrifuge method
 - from bulk sample, per sample,.....\$145.00
 - from drilled cored samples, per test\$220.00
 - ODOT Item 302, per sample\$270.00
17. **Asphalt Specific Gravity/Density & Thickness** - Core samples, (ASTM D2726) trimmed & tested,
 - Single or Multi-layer samples, first layer\$35.00
 - Additional layers, same core\$35.00
18. **Asphalt Theoretical Maximum Density/Specific Gravity** (Rice), per sample tested,\$130.00

Project Management, Engineering & Consulting

19. **Daily Project Management** - coordination, specification review and technical oversight of CMT technician staff and review of project reports (*about 0.1 hour of PM time is typically charged per hour of field technician time*), per hour, by Construction Services Engineer\$130.00
20. **Field Engineering and Consulting services**, portal to portal, per hour
 - Construction Services Engineer\$95.00
 - Senior Construction Services Engineer\$120.00
 - Staff Geotechnical Engineer, PE\$120.00
 - Senior Geotechnical Engineer, EIT.....\$120.00
 - Senior Geotechnical Engineer PE.....\$135.00
 - Chief Engineer and Senior Materials
Consultant PE\$175.00
21. **Word-processor (engineering reports only)**,
per hour.....\$48.00

BUDGET ESTIMATE FOR TESTING SERVICES
Woodstream Farms Resurfacing, Phase 1
Sylvania, Ohio

Field Services	Item	Estimate	Units	Unit Price	Subtotal
Concrete Testing 3 trips for Walks 2 trips for Curb Ramps Assume all cylinders pickups will be made the next day after the pour.	BMI Technician	5	Trips		= \$1,040.00
	- On-site Time (Reg.)	3.25	Hrs./Day	@ \$ 52.00 per hr.	
	- Travel Time (Reg.)	0.75	Hrs./day	@ \$ 52.00 per hr.	
	Mileage (28 mi./trip)	5	Trips	@ \$ 18.75 per trip	= \$93.75
	Cylinder Pickups	2	Each	@ \$ 70.75 per trip	= \$141.50
	Weekend Cylinder P/U's	0	Each	@ \$ 84.75 per trip	= \$0.00
Asphalt Pavement Testing 3 trip for Intermediate Course 3 trips for Surface Course (Assume part-time On-site with nuclear gauge to aid contractor in establishing rolling pattern. Once rolling pattern established, sample will be returned to lab for gradation)	BMI Technician	6	Trip		= \$1,404.00
	- On-site Time (Reg.)	3.75	Hrs./Day	@ \$ 52.00 per hr.	
	- On-site Time (OT)	0	Hrs./Day	@ \$ 66.00 per hr.	
	- Travel Time (Reg.)	0.75	Hrs./day	@ \$ 52.00 per hr.	
	- Travel Time (OT)	0	Hrs./day	@ \$ 66.00 per hr.	
	Nuclear Gauge	6	Days	@ \$ 45.00 per day	= \$270.00
Laboratory Services	Mileage (28 mi./trip)	6	Trips	@ \$ 18.75 per trip	= \$112.50
Soil	Std. or Modified Proctors		Each	@ \$ 200.00 per test	= \$0.00
Concrete	Concrete Cylinders (sets of 4)	20	Each	@ \$ 18.00 per cyl.	= \$360.00
Asphalt	Extraction & Gradation (1 per day per mix)	6	Each	@ \$ 145.00 per test	= \$870.00
Project Management					
Technical Supervision by PM		4.4	Hours	@ \$ 130.00 per hr.	= \$572.00

BUDGET ESTIMATE SUBTOTAL: \$4,863.75

Recommended 15% Contingency: \$730.00

TOTAL BUDGET ESTIMATE: \$5,593.75

The above cost estimate is based on information provided by the City of Sylvania about the required scope of services. **This is not a guaranteed maximum cost.** The final cost will depend upon the actual scope of services provided and could be greater or less than the estimate offered above.

Services not quoted above will be billed in accordance with Bowser-Morner's 2019 Unit Fees schedule.

These prices assume that Bowser-Morner's standard terms and conditions will be in effect.

Prices are effective through December 31, 2019.

Terms and Conditions for Construction Observation and Testing Services

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

As used herein, the term "observation" means that BOWSER-MORNER will review the progress of the work at the site and perform tests to determine if the work substantially complies with the plans and specifications provided by the CLIENT.

2. **Payment** - All invoices from Bowser-Morner are due and payable within 30 days from the date of invoice. All past-due invoices will be charged a service fee at an interest rate of 1 1/2 percent per month, or a service fee that is permitted by law, if lesser. Failure of the CLIENT to pay BOWSER-MORNER within the thirty days after date-of-invoice shall be sufficient basis for BOWSER-MORNER to stop all work on the project without being liable for delay of performance or breach of this contract. In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. No interest will accrue on any contested portion of the billing until mutually resolved.

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

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

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

4. **Job-Site**

- (a) CLIENT will, prior to initiating the scope-of-work, furnish or cause to be furnished such other reports, data, studies, plans, specifications, documents and other information on surface and subsurface site conditions as are needed by BOWSER-MORNER. In addition, CLIENT shall furnish or cause to be furnished to BOWSER-MORNER all documents and information known to CLIENT that relate to the identity, location, quantity, nature or characteristics of any hazardous substances as defined under CERCLA (42 U.S.C. SS9601 et seq.) and petroleum products at, on or under the site. Failure of the CLIENT to provide this information at project start-up will be sufficient basis to stop all work on the project without being liable for delay of performance or breach of contract.

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

- (c) BOWSER-MORNER shall not be responsible for any damage or losses due to undisclosed or unknown surface or subsurface conditions, and/or mislocated utilities, and CLIENT agrees to indemnify BOWSER-MORNER from any such claims, suits or losses, including reasonable attorney's fees, resulting therefrom.

5. **Additional Services** - If additional services are required beyond the defined scope-of-work presented in the attached technical proposal, BOWSER-MORNER will make a reasonable effort to notify the CLIENT that a change in the scope-of-work is necessary. If a representative of the CLIENT is available on the job site, the representative will be notified of the need for additional services. Work will progress when authorized by the CLIENT or his authorized representative. It is understood that the CLIENT's field representative has the authority to authorize additional quantities and services beyond that specified in the scope-of-work presented in the technical proposal. Authorization to proceed will be evidenced by the CLIENT's field representative signing BOWSER-MORNER's field report and/or issuing a change order notice. If the CLIENT does not have a representative at the job site, it is understood that the CLIENT will pay for all "stand-by" time incurred by BOWSER-MORNER while waiting for an authorization to proceed. In such an instance, the CLIENT may provide an oral authorization to proceed.

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

6. **Responsibility for Job-Site Decisions** - BOWSER-MORNER field personnel will provide construction observation at the job-site (including sampling and testing construction materials, taking measurements, observing the contractors activities etc) as defined in the scope-of-work presented in the attached technical proposal. If BOWSER-MORNER's construction observation indicates that the contractor has failed to comply with the construction plans and specification, BOWSER-MORNER will immediately notify the contractor and make a written description of the observation and notification. If the contractor fails to correct the observed infraction of the construction plans and specifications within a reasonable length of time, then BOWSER-MORNER will notify the CLIENT. It is the CLIENT's responsibility to stop the job and require the contractor to correct the observed construction deficiency.

In the event that the CLIENT authorizes BOWSER-MORNER to act as a "limited agent" with authority to control and/or stop work on the construction site until the contractor has corrected any observed construction deficiency, then the CLIENT will define the limited agent function in the scope-of-work under this agreement and in the contractor's general construction contract.

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

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

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

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

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

- (c) It is agreed that BOWSER-MORNER is not, and has no liability or responsibility as a handler, generator, operator, treater, storer, transporter or disposer of hazardous or toxic substances. In the event that any samples or specimens would be deemed hazardous or toxic under State, Federal or local laws, BOWSER-MORNER, will at the expense of CLIENT (i) return the samples or specimens to the CLIENT; or (ii) using a manifest signed by the CLIENT as generator, have the samples transported to a location selected by the CLIENT. The CLIENT will select and/or approve the transporter and disposer and pay for all these services.

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

11. **Deliverables** - BOWSER-MORNER will provide CLIENT with a written report on field observations and test results (including an identification of test methods employed) as required by the CLIENT's scope of work and any subsequent additional services that are agreed upon in writing. Additional information such as quality control information, recommendations and conclusions will only be provided if specifically requested by the CLIENT in the scope-of-work.

In preparing the report, BOWSER-MORNER may review and interpret certain information provided to it by third parties, including government authorities, registries of deeds, testing laboratories and other entities. BOWSER-MORNER will not conduct an independent evaluation of the accuracy or completeness of such information, and shall not be responsible for any errors or omissions contained in such information. Unless otherwise stated in the technical proposal, BOWSER-MORNER will not include in its report an opinion as to whether the CLIENT is in compliance with federal, state, or local laws, statutes, ordinances or regulations.

12. **Notification of Regulated Conditions** - If BOWSER-MORNER's report indicates that the site under investigation has releases of regulated hazardous substances which would require the CLIENT to notify public authorities, then the CLIENT agrees to promptly notify the appropriate public authorities in accordance with prevailing law. If the CLIENT fails to notify the public authorities within a reasonable length of time and, in BOWSER-MORNER's judgement, the releases represent a threat to the health and safety of the public, then BOWSER-MORNER shall have the right to notify the appropriate public authorities without liability to the CLIENT.
13. **Ownership of Documents** - BOWSER-MORNER will furnish to the CLIENT reports and other documents prepared by BOWSER-MORNER as required by the scope-of-work and will provide this information as instruments of services for use by the CLIENT in connection with the project or work provided for in this agreement. All documents generated under this agreement shall remain the sole property of BOWSER-MORNER and are subject to the following provisions:
 - (a) All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by BOWSER-MORNER, shall be kept confidential by both the CLIENT and BOWSER-MORNER, subject to governmental filing and disclosure requirements, and are intended for the exclusive use of the CLIENT. Both parties agree that the reports shall not be used for general distribution or publication or for any other project or location not expressly provided for in this agreement. If the CLIENT desires to provide BOWSER-MORNER's report to a third party, BOWSER-MORNER will agree to do so, provided the CLIENT first obtains written acceptance from the third party agreeing to be bound by the terms and conditions of this agreement, and that the CLIENT waives in writing any conflict of interest in connection with such disclosure. Any unauthorized use or distribution of the reports supplied under this agreement shall be at the CLIENT's sole risk and without liability to BOWSER-MORNER.
 - (b) The CLIENT agrees that all reports and other work furnished to the CLIENT or his agents, which are not paid for, will be returned upon demand and will not be used by the CLIENT for any purpose whatever. BOWSER-MORNER will then be free to use such reports for any purpose.
 - (c) CLIENT shall furnish documents or information within CLIENT's control and deemed necessary by BOWSER-MORNER for proper performance of BOWSER-MORNER services. BOWSER-MORNER may rely upon CLIENT provided documents in performing the services required under this Agreement; however, BOWSER-MORNER assumes no responsibility or liability for their accuracy. CLIENT provided documents will remain the property of CLIENT.
14. **Insurance** - BOWSER-MORNER shall secure and maintain through the full period of this Contract sufficient insurance to protect it adequately from claims under applicable worker's compensation statutes and to protect it from claims for bodily injury, death or property damage as may arise from the performance of its services under this Contract. BOWSER-MORNER will, upon request, file a certificate of such insurance coverage with the CLIENT or its authorized representative.
15. **Indemnification**
 - (a) CLIENT hereby indemnifies and holds harmless BOWSER-MORNER, its employees, successors and assigns from any and all liabilities asserted against BOWSER-MORNER, because of remedial costs, losses, property damage or personal injury, including death, arising out of the following:
 - (1) The actions of the CLIENT and its employees, actions of other contractors of the CLIENT and actions of any third party except as provided in Section 15(b) herein, including but not limited to:
 - (i) CLIENT's violation of any federal, state or local statute, regulation or ordinance relating to the disposal of toxic or hazardous substances or constituents.
 - (ii) CLIENT's failure to report a release of a regulated or hazardous substance to the proper authorities.
 - (iii) CLIENT's remediation actions and costs as related to the handling, removal, treatment, storage, transportation or disposal of toxic or hazardous substances or constituents removed from the CLIENT's job-site under this agreement.
 - (2) Exposure to or release of toxic or hazardous substances or constituents at or from the project site before, during or after the services of this Agreement and the CLIENT agrees to the maximum extent permitted by law to defend BOWSER-MORNER and pay on BOWSER-MORNER's behalf any judgment resulting against BOWSER-MORNER from a third party, including interest thereon, except to the extent caused by BOWSER-MORNER's sole negligence.
 - (3) CLIENT's inability to secure a permit or complete a business transaction for any reason, including but not limited to unfavorable site conditions discovered by BOWSER-MORNER during the performance of the scope-of-work presented in the technical proposal except as provided for in Section 15(b) herein.
 - (b) BOWSER-MORNER shall indemnify and hold harmless the CLIENT, its agents and employees, from and against all claims, damages, losses and expenses arising out of the performance of work on the Project, to the extent that any such claim, damage, loss or expense (1) is attributable to personal injury, including death, or property damage and (2) is caused by the negligent act or omission by BOWSER-MORNER, its employees, agents or sub-contractors, and subject to the limitation of liability stated in Section 16.
16. **Limit Of Liability** - The CLIENT agrees to limit BOWSER-MORNER'S liability on the project, arising from any loss or damage, for breach of

contract, error or omission, resulting from services under this contract, so that the total liability of BOWSER-MORNER shall not exceed the total fee paid to BOWSER-MORNER by CLIENT under this agreement.

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

17. **Termination** - This Contract may be terminated by either party upon seven (7) days written notice to the other party at the address shown herein in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. If this Contract is terminated, BOWSER-MORNER shall be paid for services performed to the termination date, plus termination expenses. Termination expenses shall include the costs of personnel, equipment, and other related activities to conclude the work.
18. **Mediation** - No action or lawsuit nor recourse to a judicial forum shall commence until the CLIENT, BOWSER-MORNER and other parties (hereinafter referred to as participants) have commenced, participated in and concluded nonbinding mediation in accordance with the rules for mediation established by the American Arbitration Association (herein after "AAA") or such other rules as are acceptable to all parties. If participants do not reach an agreement as to other rules, then the rules of AAA shall exclusively govern the mediation. The costs of mediation shall be shared equally among the participants, unless otherwise recommended by the mediator and agreed to in writing by the Participants.
19. **Entire Agreement** - This Contract embodies the entire agreement of the parties respecting the subject matter herein. There are no promises, terms, conditions or obligations other than those contained herein. This Contract supersedes all prior representations or agreements, either oral or written. CLIENT and BOWSER-MORNER agree that CLIENT may issue purchase orders, work orders or similar documents, and such forms as a matter of convenience to the parties and that BOWSER-MORNER may acknowledge receipt of such forms without altering any of the terms and conditions of this contract. This agreement may be amended only in writing and signed by both parties.
20. **Governing Law** - This Contract shall be construed according to, and the legal relations between the parties and shall be governed by the laws of the State of Ohio as applicable to agreements executed and fully performed in the State of Ohio.
21. **Succession** - This Contract is not assignable and shall inure to the benefit and be binding under the parties and their legal successors in interest.
22. **Severability** - Should any provision in this Contract be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this Contract to replace any such invalid or unenforceable provision with a valid and enforceable provision which carries out the intention of the stricken provision as closely as possible.
23. **Oral Acceptance Of Agreement** This AGREEMENT's Terms and Conditions, of which this provision is a part, have been established in large measure to allocate certain risks between CLIENT and BOWSER-MORNER. BOWSER-MORNER will not initiate service without formal agreement on Terms and Conditions and other terms and conditions set forth in this AGREEMENT. For purposes of convenience, CLIENT may choose to accept this AGREEMENT orally or to orally authorize BOWSER-MORNER to initiate services. In either event, CLIENT specifically agrees that, as a material element of the consideration BOWSER-MORNER requires to execute the services indicated herein, CLIENT's oral acceptance or authorization to initiate services shall be considered by both parties to constitute formal acceptance of all terms and conditions of this AGREEMENT. CLIENT's or BOWSER-MORNER's unilateral modification of this AGREEMENT subsequent to BOWSER-MORNER's initiation of service is expressly prohibited. Furthermore, all preprinted terms and conditions on CLIENT's purchase order or similar forms are inapplicable to this AGREEMENT and to BOWSER-MORNER's involvement in CLIENT's project.

9c

ORDINANCE NO. 23 -2019

ACCEPTING THE PROPOSAL OF BOWSER-MORNER, INC. TO CONDUCT CONSTRUCTION TESTING AND GEOTECHNICAL ENGINEERING FOR THE WOODSTREAM FARMS RESURFACING (PHASE 1) PROJECT; APPROPRIATING FUNDS THEREFORE IN THE AMOUNT OF \$5,550; AND DECLARING AN EMERGENCY.

WHEREAS, the Woodstream Farms Resurfacing (Phase 1) Project is scheduled for construction this summer and includes milling and resurfacing the top 2" of asphalt of Brandy Lane, Kings Run Road, Radcliffe Road (Kings Run Road to Bonniebrook Road) and Summer Drive in the Woodstream Farms Subdivision; and,

WHEREAS, the Director of Public Service, by report dated March 4, 2019, solicited proposals from two local geotechnical engineering firms to provide construction testing and geotechnical engineering for the Woodstream Farms Resurfacing (Phase 1) Project; and,

WHEREAS, the Director of Public Service, in a report dated March 4, 2019, has recommended that the proposal of Bowser-Morner, Inc. for the Construction Testing Contract relative to the Woodstream Farms Resurfacing (Phase 1) Project at a cost of Five Thousand Five Hundred Fifty Dollars (\$5,550.00), 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 Bowser-Morner, Inc. in the amount of Five Thousand Five Hundred Fifty Dollars (\$5,550.00) for providing geotechnical engineering and construction testing relative to the Woodstream Farms Resurfacing (Phase 1) Project, is hereby accepted.

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

SECTION 3. That to provide funds for said services hereby authorized, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore appropriated to **Account No. 401-7610-53503, Street Improvements**, the amount of Five Thousand Five Hundred Fifty Dollars (\$5,550.00).

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 geotechnical engineering and construction testing 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, _____, 2019, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

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DEPARTMENT OF PUBLIC SERVICE

KEVIN G. ALLER, PE DIRECTOR

February 28, 2019

Mayor and Members of City Council

Re: Ohio Domestic Action Workplan
Subgrant Application

Dear Mr. Mayor and Council Members,

The goal of the Ohio Domestic Action Plan is to improve water quality and education the public on mechanisms to reduce nonpoint source pollution to local waterways. The Ohio EPA is providing a subgrant from the federal EPA for such projects. We have proposed a project that we believe to be eligible for funding in the area of Harroun Park/SOMO/Root.

The preliminary concept plan includes the conversion of the mowed depression in the middle of the parking lot on the rear of Root, Inc. to a bio retention rain garden. The rain garden will be constructed around existing trees. Stormwater that is intercepted from the street and impervious surface that currently flows directly to Ten Mile Creek will be intercepted and redirected to flow into the created rain garden. A riser structure will be placed in the current catchbasin to allow maximum stormwater retention and infiltration.

Three cross vanes will be placed along a 350 linear foot stretch of Ten Mile Creek. Existing rip-rap and gravel will be removed and replanted with native riparian shrubs and grasses. Informational signage will be placed strategically in the project area, as well as on the River Trail that runs along the northern edge of Ten Mile Creek in this section.

The total cost of the project is estimated to be \$240,000. The City's match toward the project is \$24,000 and this would be a 2020 budget item.

We request authorization to submit an application to obtain grant funding for this project.

Please call if you have any questions.

Sincerely,

Kevin G. Aller, P.E.
Director of Public Service

RESOLUTION NO. 4 -2019**A RESOLUTION AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO FILE A GRANT APPLICATION WITH THE OHIO ENVIRONMENTAL PROTECTION AGENCY; AND DECLARING AN EMERGENCY.**

WHEREAS, the Director of Public Service, by report dated February 28, 2019, has requested permission to apply for an Ohio Domestic Action Plan subgrant through the Ohio Environmental Protection Agency for funding a project in the Harroun Park/SOMO/Root Building area; and,

WHEREAS, the proposed project will convert the mowed depression in the middle of the Root Building parking lot to a bio retention rain garden around existing trees; and,

WHEREAS, the proposal also provides for installing three cross vanes along a 350 linear foot stretch of Ten Mile Creek and existing rip-rap and gravel will be removed and replanted with native riparian shrubs and grasses; and,

WHEREAS, the Director of Public Service, by report dated February 28, 2019, has indicated that the estimated cost for this project is \$240,000, with the City of Sylvania contributing \$24,000 and has recommended the City proceed with the grant application.

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

SECTION 1. That the Mayor and Director of Finance of the City of Sylvania are hereby authorized to file an application for Ohio EPA grant funding for the Harroun Park/SOMO/Root Building Project.

SECTION 2. That the Mayor and Director of Finance are authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

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

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

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

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

Passed, _____, 2019, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

11a



DEPARTMENT OF PUBLIC SERVICE

KEVIN G. ALLER, PE DIRECTOR

February 28, 2019

To: The Mayor and Members of Sylvania City Council

Re: **Vehicle Purchase**

Dear Mr. Mayor and Council Members:

We have requested three quotes and received two quotes to provide a 2019 pickup truck for the Parks Department. The lowest quote of \$27,286.50 was received from Yark Automotive on Central Avenue. This was the same price that we paid for a pickup purchased last year.

This purchase was included in the 2019 Capital Improvement Plan and we recommend approval to purchase a 2019 Ram pickup from Yark Automotive at a cost of \$27,286.50

Please call if you have any questions.

Sincerely,

Kevin G. Aller, P.E.

Director of Public Service

KGA/dsw

YARK AUTOMOTIVE GROUP



February 19, 2019

Jason Music

Vehicle Maintenance Manager

City of Sylvania

5509 Huron Rd

Sylvania, OH 43560

RE: Quote for Ordered 2019 RAM 2500

Please accept the following pricing for the following ordered vehicle.

We are quoting an ordered 2019 vehicle based on the provided specs. There has been a change in the engine packages available for the RAM 2500. We no longer can get the 5.7L V8, the only gas powered option is the 6.4L V8. There has been changes to the 6.4 that improve performance and fuel economy.

Pricing is based off FCA's Government Small Quantity Bid Program and includes all fees.

2018 RAM 2500 Regular Cab, 4x4, 8' Box.

6.4L Hemi V8 Gas, 6-Spd HD Auto Transmission. Cloth Bench Seat, Exterior Color White.

Power Windows, Locks, Keyless Entry, A/C, Cruise, Tilt Wheel, Black Rubberized Floor.

Options Include but not limited to:

Snow Chief Group(Snow Plow Prep, Anti Spin Diff, Clearance Lamps, Transfer Case Skid Plate, All Terrain Tires, Upfitter Switches), Protection Group(Tow Hooks, Skid Plates), Power Black Trailer Tow Mirrors, Back-Up Camera, Class V Hitch with 4 and 7 Pin Wiring, Two Additional Key FOBs.

BID PRICE: \$27286.50

Lead Time: This vehicle is currently on order, Vin# 3C6MR5AJ3KG556529 – we are expecting the vehicle here towards the end of March.

Please feel free to contact me with any questions.

Jack Moses

Fleet Sales Manager

Yark Automotive Group

419-842-7707 – office

419-270-1956 – cell

jmoses@yarkauto.com

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ORDINANCE NO. 24 -2019

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ACCEPT THE PROPOSAL OF YARK AUTOMOTIVE FOR THE PROVISION OF A 2019 PICKUP TRUCK FOR THE DIVISION OF PARKS & FORESTRY, DEPARTMENT OF PUBLIC SERVICE; APPROPRIATING \$27,286.50 THEREFORE; AND DECLARING AN EMERGENCY.

WHEREAS, the Parks & Forestry Division is in need of a new pickup truck; and,

WHEREAS, the Director of Public Service solicited and received two proposals for the said pickup truck; and,

WHEREAS, the Director of Public Service, by report dated March 1, 2019, has recommended acceptance of the low proposal of Yark Automotive for a 2019 Pickup truck for the Parks & Forestry Division, Department of Public Service.

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

SECTION 1. That the Mayor and the Director of Finance be, and they hereby are, authorized to sign the proposal of Yark Automotive on behalf of this City, thereby indicating such approval and acceptance for the provision of a new 2019 pickup truck for the Division of Parks & Forestry, Department of Public Service.

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

SECTION 3. That, upon receipt of delivery of said pickup truck by the City of Sylvania, the Director of Finance is hereby authorized to issue his warrant or warrants in payment therefore from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore appropriated to **Account No. 401-7310-53405 – Vehicles**, the total sum of Twenty-Seven Thousand Two Hundred Eighty-Six and 50/100 Dollars (\$27,286.50).

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

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

SECTION 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that proposal for said pickup truck should be approved immediately so that the purchase can be made at the earliest possible time. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

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

Passed, _____, 2019, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

NOTICE TO LEGISLATIVE
AUTHORITY

12
OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

6268644	NEW	MYWAY BISTRO LLC
PERMIT NUMBER	TYPE	DBA MY WAY BISTRO
ISSUE DATE		5827 MONROE ST
02 11 2019		SYLVANIA OH 43560
FILING DATE		
D1		
PERMIT CLASSES		
48 077 A	C26515	
TAX DISTRICT	RECEIPT NO.	

FROM 02/13/2019

PERMIT NUMBER	TYPE
ISSUE DATE	
FILING DATE	
PERMIT CLASSES	
TAX DISTRICT	RECEIPT NO.



MAILED 02/13/2019

RESPONSES MUST BE POSTMARKED NO LATER THAN. 03/18/2019

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES **A NEW 6268644**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.

WE DO NOT REQUEST A HEARING. ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF SYLVANIA CITY COUNCIL
6730 MONROE ST
SYLVANIA OHIO 43560

Commerce Division of Liquor Control : Web Database Search

OWNERSHIP DISCLOSURE INFORMATION

This online service will allow you to obtain ownership disclosure information for issued and pending retail liquor permit entities within the State of Ohio.

Searching Instructions

Enter the known information and click the "Search" button. For best results, search only ONE criteria at a time. If you try to put too much information and it does not match exactly, the search will return a message "No records to display".

The information is sorted based on the Permit Number in ascending order.

To do another search, click the "Reset" button.

	SEARCH CRITERIA
Permit Number	<input type="text" value="6268644"/>
Permit Name / DBA	<input type="text"/>
Member / Officer Name	<input type="text"/>

[Search](#)[Reset](#)[Main Menu](#)

Member/Officer Name	Shares/Interest	Office Held
Permit Number: 6268644; Name: MYWAY BISTRO LLC; DBA: DBA MY WAY BISTRO; Address: 5827 MONROE ST SYLVANIA 43560		
STEVEN M MOURAD	MANAGE MEM	CEO

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- [Ohio Department of Commerce](#)

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