

**Sylvania City Council
being held via Zoom
January 4, 2021**

**6:30 p.m. Zoning & Annexation Committee – via Zoom
Bike Racks & Requirements for 1st floor Retail in Downtown**

**7:30 p.m. Council Meeting – via Zoom
Agenda**

1. Roll call. Mrs. Cappellini, Mr. Frye, Mr. Haynam, Mr. McCann, Mr. Richardson, Ms. Stough, Mrs. Westphal.
2. Pledge of Allegiance to the United States of America led by Mr. Richardson.
3. Additions to the agenda.
4. Approval of the regular council meeting minutes of December 21, 2020.
5. COVID-19 Update.
6. Continued discussion on Public Hearing for SUP-1-2020.
7. Monroe Street and Harroun Road Improvements.
 - a. Service Director's report on Modification to ODOT Real Estate Agreement No. 34971.
 - b. Proposed Ordinance No. 1-2021, Authorizing to enter into an Amendment to the Real Estate Agreement No. 34971 between the State of Ohio, Department of Transportation for Right-of-Way Acquisition relative to the Monroe Street and Harroun Road Improvement Project.
8. Cushman Road Improvements.
 - a. Service Director's report on bids received.
 - b. Proposed Ordinance No. 2-2021, Accepting the Bid of Salenbien Trucking & Excavating and awarding the contract for the Cushman Road Improvement Project.
9. LUC-Silica Drive Bridge Replacement Project.
 - a. Service Director's report on Professional Engineering Services proposals.
 - b. Proposed Ordinance No. 3-2021, Accepting the proposal of DGL Consulting Engineers, LLC to provide engineering services for the Silica Drive Bridge Replacement Project.

10. LUC-Monroe-0127 Bridge Rehabilitation Project.
 - a. Service Director's report on the Contract for Construction Engineering Services.
 - b. Proposed Ordinance No. 4-2021, Accepting the proposal of Fishbeck to provide Construction Engineering Services for the Monroe Street Bridge over Ten Mile Creek Rehabilitation Project.
11. Harroun Road Pedestrian Hybrid Beacon Project.
 - a. Service Director's report on the Engineering Services Contract.
 - b. Proposed Ordinance No. 5-2021, Accepting the proposal of DGL Consulting Engineers, LLC to provide Engineering Services for the Harroun Road Pedestrian Hybrid Beacon Project.
12. Proposed Ordinance No. 6-2021, Authorizing to enter into an Agreement between the City of Sylvania and the Board of Lucas County Commissioners for the Suburban Court Services program.
13. Proposed Resolution No. 1-2021, Designating the Clerk of Council as the Mayor and City Council's designee to attend training programs about Public Records Law.
14. Committee reports.
 - a. Zoning & Annexation Committee meeting held at 6:30 p.m.
15. Committee referrals.

INFORMATION

No Items for Information.

Minutes of the Meeting of Council
December 21, 2020

The Council of the City of Sylvania, Ohio met in regular session on December 21, 2020 at 7:50 p.m. with Mayor Stough in the chair. Roll was called with the following members present: Katie Cappellini, Mark Frye, Doug Haynam, Brian McCann, Patrick Richardson, Lyndsey Stough, Mary Westphal; (7) present; (0) absent.

Roll call:
All present.

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

Pledge of
Allegiance.

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

The following items have been added to the agenda:

19a. Schedule a Zoning & Annexation Committee meeting.

Agenda approval.

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

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

Mrs. Westphal presented the December 7, 2020 meeting minutes. Mrs. Westphal moved, Mr. McCann seconded, that since the Mayor, members of Council, and others had been furnished copies of these minutes prior to this meeting, Council dispense with the reading of these minutes at this time, and the journal of the minutes of the regular meeting of December 7, 2020 be approved; roll call vote being: Frye, Haynam, McCann, Richardson, Stough, Westphal, Cappellini, (7) yeas; (0) nays. The motion carried.

Approval of the
December 7,
2020 meeting
minutes.

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

Mayor Stough provided an COVID-19 Update. Mayor stated no city employees in City Hall have been affected by COVID. The building is locked, with citizens ability to call and make appointments. He reported on Lucas County's statistics and the vaccine distribution.

COVID-19
Update.

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

Mrs. Westphal reported on the public hearing held at 6:30p.m. to consider a zoning amendment application for Application No. SUP-1-2020 from David A. Sabo for a Zoning Change from "B-2", General Business District to "B-2/SUP", Special Use Permit for property located at 7600 W. Sylvania Avenue, Sylvania, Ohio 43560. Mrs. Westphal provided information that 6 people spoke in favor and 20 against. She stated Council is in receipt of over 200 emails for and against this project. No action was taken, but will consider at the January 4th meeting.

Report of P.H.
for SUP-1-2020.

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

Service Director's report on the 6302-6342 Brint Road Waterline project was placed on file. Mr. McCann presented and read aloud by title only, proposed Ordinance No. 110-2020, a written copy of same having been previously furnished to each member of Council, "Authorizing the Mayor and Director of Finance to approve Change Order No. 1 (Final) to this City's Agreement with Provo Construction for the 6302-6343 Brint Road Waterline Project which reflects the final installed quantities of the Project; increasing the Contract amount by \$2,632; appropriating funds therefore; and declaring an emergency"; Mr. McCann moved, Mrs. Westphal seconded, that Council dispense with the Second and Third Readings of said Ordinance; roll call vote being: Frye, Haynam, McCann, Richardson, Stough, Westphal, Cappellini, (7) yeas; (0) nays. The motion carried.

Ordinance No.
110-2020,
"Authorizing...
Change Order
No. 1 (Final)
...Brint Rd.
waterline
project..."

Mr. McCann moved, Mr. Haynam seconded, that Ordinance No. 110-2020 be enacted as an emergency measure as declared therein; roll call vote being: Haynam, McCann, Richardson, Stough, Westphal, Cappellini, Frye; (7) yeas; (0) nays. The motion carried.

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

Service Director's report on the Dellbrook Dr., Dornell Dr., Hollybrook Ln., & Marshall Road Improvements Project, Qualifications Based Selection (QBS) was placed on file. Mr. Frye moved, Mrs. Westphal seconded to authorize to advertise for Qualification Based Selection bids for said project. Roll call vote being: Frye, Haynam, McCann, Richardson, Stough, Westphal, Cappellini, (7) yeas; (0) nays

Authorize to
advertise for
QBS bids...
Dellbrook,
Dornell,
Hollybrook &
Marshall
Improvements.

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

Service Director's report on the Sewer Rates was placed on file. Mr. McCann presented and read aloud by title only, proposed Ordinance No. 111-2020, a written copy of same having been previously furnished to each member of Council, "Amending Chapter 925 of the Sylvania Codified Ordinances by amending Section 925.05 – Sewer Charges Levied to increase the Sewer Charges for both Industrial and Non-Industrial City and Non-City Users; and declaring an emergency"; Mr. McCann moved, Mrs. Westphal seconded, that Council dispense with the Second and Third Readings of said Ordinance; roll call vote being: Haynam, McCann, Richardson, Stough, Westphal, Cappellini, Frye, (7) yeas; (0) nays. The motion carried.

Ordinance No.
111-2020,
"Amending
Chapter
925...Sewer
Rates...increase
..."

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Mr. McCann moved, Mr. Haynam seconded, that Ordinance No. 111-2020 be enacted as an emergency measure as declared therein; roll call vote being: McCann, Richardson, Stough, Westphal, Cappellini, Frye, Haynam; (7) yeas; (0) nays. The motion carried.

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

Mrs. Westphal presented and read aloud by title only, the proposed Ordinance No. 112-2020, a written copy of same having been previously furnished to each member of Council, "Authorizing the Mayor and Director of Finance to enter into an amended agreement with the Chairman of the Lucas County General Health District Advisory Council for a Contract providing for the Administration of Health and Environmental Affairs in the Regional Combined Health District; 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: Richardson, Stough, Westphal, Cappellini, Frye, Haynam, McCann, (7) yeas; (0) nays. The motion carried.

Ordinance No.
112-2020,
"Authorizing an
amended
agreement with
Chairman of Lu
Co General
Health District
Advisory
Council..."

Mrs. Westphal moved, Mr. Haynam seconded, that Ordinance No. 112-2020 be enacted as an emergency measure as declared therein; roll call vote being: Stough, Westphal, Cappellini, Frye, Haynam, McCann, Richardson, (7) yeas; (0) nays. The motion carried.

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

Mrs. Westphal presented and read aloud by title only, the proposed Ordinance No. 113-2019, a written copy of same having been previously furnished to each member of Council, "To make certain adjustments to account allocations within the Fund Appropriations for the Fiscal year ending December 31, 2020; and declaring an emergency." Mrs. Westphal moved, Mr. Frye seconded, that Council dispense with the Second and Third Reading of said Ordinance; roll call vote being: Westphal, Cappellini, Frye, Haynam, McCann, Richardson, Stough, (7) yeas; (0) nays. The motion carried.

Ordinance No.
113-2020;
"...adjustments
to Fund
Appropriations
for FY ending
12/31/20..."

Mrs. Westphal moved, Ms. Stough seconded, that Ordinance No. 113-2020 be enacted as an emergency measure as declared therein; roll call vote being: Cappellini, Frye, Haynam, McCann, Richardson, Stough, Westphal, (7) yeas; (0) nays. The motion carried.

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Mrs. Westphal presented and read aloud by title only, the proposed Ordinance No. 114-2020, a written copy of same having been previously furnished to each member of Council, "To make certain adjustments to account allocations within the General and Capital Improvement Fund Appropriations for the Fiscal year ending December 31, 2020; and declaring an emergency." Mrs. Westphal moved, Mr. McCann seconded, that Council dispense with the Second and Third Reading of said Ordinance; roll call vote being: Frye, Haynam, McCann, Richardson, Stough, Westphal, Cappellini, (7) yeas; (0) nays. The motion carried.

Ordinance No.
114-2020,
"...adjustments
to General &
Capital Imp.
Fund
Appropriations
for FY ending
12/31/20..."

Mrs. Westphal moved, Mr. Haynam seconded, that Ordinance No. 114-2020 be enacted as an emergency measure as declared therein; roll call vote being: Haynam, McCann, Richardson, Stough, Westphal, Cappellini, Frye, (7) yeas; (0) nays. The motion carried.

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

Mayor Stough presented a Notice of Transfer of D5 (Spirituuous liquor for on premises consumption only, beer, wine and mixed beverages for on premises, or off premises in original sealed containers until 2:30a.m.) and D6 (Sale of intoxicating liquor on Sunday between the hours of 10:00 a.m. and midnight) permit for property located at 7625-7627 Sylvania Avenue, Sylvania, Ohio from Vardean LLC, d/b/a Smokehouse Bistro to MPN Group LLC d/b/a Jeds. Mrs. Westphal moved, Mr. Haynam seconded to not request a hearing for this liquor permit transfer; roll call vote being: Haynam, McCann, Richardson, Stough, Westphal, Cappellini, Frye; (7) yeas; (0) nays. The motion carried.

No Hearing:
Liquor permit
transfer, 7625-
7627 Sylvania
Ave.

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

Mr. Richardson presented and read aloud by title only, the proposed Resolution No. 26-2020, a written copy of same having been previously furnished to each member of Council, "Re-Appoint Stephan Risher to the Zoning Board of Appeals for a term expiring December 31, 2023; and declaring an emergency." Mr. Richardson moved, Mrs. Westphal seconded, that Council dispense with the Second and Third Reading of said Resolution; roll call vote being: McCann, Richardson, Stough, Westphal, Cappellini, Frye, Haynam, (7) yeas; (0) nays. The motion carried.

Resolution No.
26-2020, "Re-
Appointing
Stephan Risher to
the Zoning Board
of Appeals for
term expiring
12/31/23..."

Mr. Richardson moved, Mr. Frye seconded, that Resolution No. 26-2020 be enacted as an emergency measure as declared therein; roll call vote being: Richardson, Stough, Westphal, Cappellini, Frye, Haynam, McCann, (7) yeas; (0) nays. The motion carried.

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

Mr. Richardson presented and read aloud by title only, the proposed Resolution No. 27-2020, a written copy of same having been previously furnished to each member of Council, "Re-Appoint Danny Royer to the Zoning Board of Appeals for a term expiring December 31, 2023; and declaring an emergency." Mr. Richardson moved, Mr. Haynam seconded, that Council dispense with the Second and Third Reading of said Resolution; roll call vote being: Stough, Westphal, Cappellini, Frye, Haynam, McCann, Richardson, (7) yeas; (0) nays. The motion carried.

Resolution No. 27-2020, "Re-Appointing Danny Royer to the Zoning Board of Appeals for term expiring 12/31/23..."

Mr. Richardson moved, Mr. McCann seconded, that Resolution No. 27-2020 be enacted as an emergency measure as declared therein; roll call vote being: Westphal, Cappellini, Frye, Haynam, McCann, Richardson, Stough, (7) yeas; (0) nays. The motion carried.

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

Mrs. Cappellini presented and read aloud by title only, the proposed Resolution No. 28-2020, a written copy of same having been previously furnished to each member of Council, "Re-Appointing Brian Kezur to the Board of Trustees of Sylvania Area Joint Recreation District ("SAJRD") for a term expiring December 31, 2023; and declaring an emergency." Mrs. Cappellini moved, Mr. Richardson seconded, that Council dispense with the Second and Third Reading of said Resolution; roll call vote being: Cappellini, Frye, Haynam, McCann, Richardson, Stough, Westphal, (7) yeas; (0) nays. The motion carried.

Resolution No. 28-2020, "Re-Appointing Brian Kezur to SAJRD for term expiring 12/31/23..."

Mrs. Cappellini moved, Ms. Stough seconded, that Resolution No. 28-2020 be enacted as an emergency measure as declared therein; roll call vote being: Frye, Haynam, McCann, Richardson, Stough, Westphal, Cappellini, (7) yeas; (0) nays. The motion carried.

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

Mr. Haynam presented and read aloud by title only, the proposed Resolution No. 29-2020, a written copy of same having been previously furnished to each member of Council, "Re-Appointing Katie Cappellini to the Board of Trustees of Sylvania Area Joint Recreation District ("SAJRD"), she being a member of the Council of this Appointing Political Subdivision, for the full calendar year of 2021; declaring an emergency." Mr. Haynam moved, Mrs. Westphal seconded, that Council dispense with the Second and Third Reading of said Resolution; roll call vote being: Haynam, McCann, Richardson, Stough, Westphal, Cappellini, Frye (7) yeas; (0) nays. The

Resolution No. 29-2020, "Re-Appointing Katie Cappellini to SAJRD for 2021..."

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motion carried.

Mr. Haynam moved, Mr. McCann seconded, that Resolution No. 28-2020 be enacted as an emergency measure as declared therein; roll call vote being: McCann, Richardson, Stough, Westphal, Cappellini, Frye, Haynam, (7) yeas; (0) nays. The motion carried.

Mayor Stough stated that Council will now consider agenda item 17.

Mrs. Westphal moved, Mr. McCann seconded to confirm the Mayor's appointment of Mr. Jeff Schaaf to the Sylvania Municipal Planning Commission. roll call vote being: Richardson, Stough, Westphal, Cappellini, Frye, Haynam, McCann, (7) yeas; (0) nays. The motion carried.

Confirmation of
Jeff Schaaf to the
Municipal
Planning
Commission.

Mayor Stough stated that Council will now consider agenda item 18.

Mrs. Westphal moved, Mr. Haynam seconded to set a Committee of the Whole for Wednesday, January 6, 2021 at 3:30p.m. via Zoom to discuss the Downtown Master Plan. Roll call vote being: Richardson, Stough, Westphal, Cappellini, Frye, Haynam, McCann, (7) yeas; (0) nays. The motion carried.

C-O-W mtg. set
for 1/6/21
@3:30 p.m. –
Downtown
Master Plan.

Mayor Stough stated that Council will now consider agenda item 19a.

Mr. Haynam moved to schedule a Zoning & Annexation Committee meeting for January 4, 2021 at 6:30 p.m. to discuss changes in the Zoning Code to accommodate Bike Racks and to discuss zoning requirements for first floor retail use in the first two block of Main Street off Monroe Street.

Z & A Com Mtg.
set for 1/4/21 @
6:30 p.m.

Mayor Stough stated all agenda items have been addressed.

Mrs. Westphal moved, Mr. McCann seconded to adjourn at 9:32 p.m. Roll call vote being; Stough, Westphal, Cappellini, Frye, McCann; Haynam, Richardson, (7) yeas; (0) nays. The motion carried.

Adjournment.

Clerk of Council

Mayor



DEPARTMENT OF PUBLIC SERVICE

KEVIN G. ALLER, PE DIRECTOR

7a

January 4, 2021

To: The Mayor and Members of Sylvania City Council

Re: **LUC-CR-4-9.77 (PID 109598) – MONROE STREET & HARROUN ROAD IMPROVEMENTS
MODIFICATION TO ODOT REAL ESTATE AGREEMENT NO. 34971**

Dear Mr. Mayor and Council Members:

On June 15, 2020 Council authorized the City to enter into a Real Estate Agreement with the Ohio Department of Transportation (ODOT) on the LUC-CR-4-9.77 Project (Ord. 37-2020). As a reminder, any projects using Federal funds to acquire real estate must have a formal Agreement in place between the Local Public Agency (City) and ODOT. This Agreement outlines responsibilities and estimates acquisition costs.

Per the approved Agreement, the LPA (City) is required to fund the anticipated local contribution plus 100% of expenses over the Federal cap (\$150,750). All Fair Market Value Estimates (FMVE's) have been completed at this time and the current estimate for right-of-way acquisition has increased from \$279,694 to \$549,694. The \$270,000 increase includes \$225,491 in additional FMVE and \$44,509 for potential administrative real estate expenses. Any locally allocated funds for right-of-way acquisition that are not used can be applied towards the construction phase of the project.

The additional \$270,000 of right-of-way expenses were planned in the 2021 capital improvement budget and would be from account 401-7610-53503.

Therefore, we would request approval of this Agreement and an appropriation of \$270,000 to fund the additional local contribution for right-of-way acquisition. Please call with any questions.

Sincerely,

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

7b

ORDINANCE NO. 1 -2021

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AN AMENDMENT TO THE REAL ESTATE AGREEMENT NO. 34971 BETWEEN THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION AND THE CITY OF SYLVANIA FOR RIGHT-OF-WAY ACQUISITION RELATIVE TO THE MONROE STREET AND HARROUN ROAD IMPROVEMENT PROJECT; APPROPRIATING ADDITIONAL FUNDS FOR THE RIGHT-OF-WAY ACQUISITION COSTS IN THE AMOUNT OF \$270,000; AND DECLARING AN EMERGENCY.

WHEREAS, the Monroe Street and Harroun Road Intersection Improvement Project includes several safety related upgrades to the Monroe & Harroun, Monroe & Kroger, and Harroun & Kroger intersections and construction is scheduled for 2022; and,

WHEREAS, Ordinance No. 52-2019, passed June 17, 2019, authorized the Mayor and Director of Finance to enter into an Agreement with the State of Ohio, Department of Transportation to administer the Monroe Street and Harroun Road Improvement Project (LUC-CR-4-9.77) as a Local Public Agency Project; and,

WHEREAS, Ordinance No. 37-2020, passed June 15, 2020, authorized the Mayor and Director of Finance to enter into a Real Estate Agreement with the Ohio Department of Transportation and appropriated \$128,944 for right-of-way acquisition; and,

WHEREAS, the estimate for right-of-way acquisition was \$279,694, with \$150,750 being funded through the Ohio Department of Transportation, leaving a net estimated contribution of \$128,944; and,

WHEREAS, the Fair Market Value Estimates ("FMVEs") for the right-of-way acquisition have now been completed and the current estimate for acquisition costs has increased from \$279,694 to \$549,694, which includes \$225,491 of additional FMVE and \$44,509 for potential administrative real estate expenses; and,

WHEREAS, ODOT has proposed the attached Agreement Real Estate Agreement No. 34971, a copy of which is attached hereto as "Exhibit A," to provide for the increased right-of-way acquisition cost; and,

WHEREAS, the Director of Public Service, by report dated January 4, 2021, has recommended approval of Agreement No. 34971 between the Ohio Department of Transportation and the City of Sylvania, Ohio.

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

SECTION 1. That the Mayor and Director of Finance be, and they hereby are, authorized to enter into, on behalf of this City, Agreement No. 34971 with the Ohio Department of Transportation for right-of-way acquisition in the form and substance of said Agreement attached hereto.

SECTION 2. That to provide funds for said right-of-way acquisition 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 Two Hundred Seventy Thousand Dollars (\$270,000.00).

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 the Agreement should be entered into immediately to provide for the right-of-way acquisition for the Monroe Street and Harroun Road Improvement Project. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2021 as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council
APPROVED:

Director of Law

Mayor

Date

Real Estate Agreement No. 34971

Updated December 16, 2020

City of Sylvania
Joseph E. Shaw, Deputy Director
6730 Monroe Street
Sylvania, OH 43560

Re: LUC CR 4-9.77 Monroe Street Impr
FPN: E190 (438)
SJN: 428291
PID No.: 109598

Dear Mr. Shaw:

Pursuant to both Federal and State law, 49 CFR Part 24 and ORC 163 et.seq., the Ohio Department of Transportation is required to monitor all highway development projects receiving funds from the Federal Highway Administration. The rights of way acquired for the above referenced project will be incorporated into a Federally-assisted project and the following provisions must be set forth and agreed upon between the City and the ODOT.

Ordinance No. (Resolution No.) _____, passed on _____ by the City of Sylvania, and subsequently accepted and journalized by the Director of Transportation, provides for cooperation with the State on the acquisition of right of way on the above referenced project, which is described as follows:

To realign intersection and upgrade signals on Monroe Street at Harroun and Kroger drive.

Discussions and understandings between representatives from our organizations in reference to the acquisition of rights of way must now be officially set forth and agreed upon. If you agree to the following facts and stipulations, please sign all copies of this agreement and return them to the ODOT District Office together with payment of the attached Invoice. The State will authorize acquisition of right of way after this agreement has been executed and the deposit money received.

The **ESTIMATED** Right of Way Acquisition costs pertinent to this agreement based upon the Final right of way plans and work plan is \$549,694.00.

The **ESTIMATED** right of way cost breakdown is as follows:

Right of Way Acquisition Costs	\$549,694.00
RW Labor Costs	(Paid outside this Agreement)
Less 90% Federal	\$150,750.00 (POA Fed participation)
Less previous City Deposit	<u>\$128,944.00</u> Previous deposit by City
Balance due from City	\$270,000.00

This project as programmed, provides for participation in project right of way acquisition costs at 90% Federal (Safety funds) and 10% Local Funds (City of Sylvania) with a maximum Fed reimbursement of \$150,750.00.

The City of Sylvania has already deposited with the State of Ohio the amount of \$128,944.00 which was an estimate of the City of Sylvania's share of right of way acquisition costs above and beyond the maximum Federal participation amount of \$150,750.00.

Total funds currently on deposit for the project total \$279,694.00. Appraisals have been completed for all properties on the project and more funds will be required from the City of Sylvania to cover FMVE. The \$270,000.00 balance due includes \$225,491.00 in additional FMVE and \$44,509.00 for potential administrative real estate expenses. If any portion of the \$44,509.00 funds are not required for right of way acquisition, any remaining funds will be transferred toward construction costs.

The City of Sylvania must have authorization from the ODOT District Real Estate Office to begin any phase of the acquisition process. ODOT will authorize acquisition of right of way after this agreement has been executed, deposit money is received, and Final right of way plans with legal descriptions are completed. The actual authorization must be approved by FHWA. It is agreed and understood that all costs contained herein are preliminary estimates and represent the best estimate for the property to be acquired, and/or right of way services work to be performed for the project. The City of Sylvania further agrees that it shall participate in the costs as stated in this agreement, for all final costs which may exceed this estimate and resulting deposit. If future billing is required for costs which exceed this estimate, The City of Sylvania will be invoiced referencing this Real Estate Agreement. Any excess deposit by the City of Sylvania will be applied to the city's percentage of construction costs or returned to the City.

The City of Sylvania has selected West Erie Realty Solutions and Martin & Wood Appraisal Group consultants from the ODOT list of prequalified RW acquisition consultants through the project's Preliminary Engineering posting process. West Erie Realty Solutions and Martin & Wood Appraisal Group shall provide the turnkey right of way acquisition and appraisal services, ODOT shall provide the appraisal review services. All consultants are required to complete the acquisition of the right of way necessary in accordance with sections 163.51 through 163.62, inclusive of the revised code of Ohio, Sections 5501:2-5-01 et. seq. of the Ohio Administrative Code and any future amendments thereto which supplement and support Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, and Federal Highway regulations and directives on Relocation Assistance and Real Property Acquisition, as well as full compliance with Title VI of the Civil Rights Act of 1964.

The City of Sylvania shall maintain all files, accounting records, and other evidence pertaining to costs incurred and agrees to make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract for inspection by the Ohio Department of Transportation, Federal Highway Administration or their authorized representatives and copies thereof shall be furnished if requested.

The City of Sylvania shall submit a letter to ODOT identifying the prequalified individuals for the following items pertaining to specific real estate functions and must comply with ODOT policies and procedures and are incorporated herewith:

Title

The City of Sylvania will provide or arrange to provide for a search of title for each property required for the project's right of way.

Appraisal

The City of Sylvania will be responsible for the appraisals and will execute any necessary contracts with private fee appraisers in accordance with ODOT's approved list of appraisers.

Appraisal Review

The appraisal review will be completed by ODOT District Two Kimberly Allensworth Navratil who is on the approved list of review appraisers. The City of Sylvania will approve recommended just compensation as authorized by an appropriate official of City of Sylvania as well as the ODOT District Two Real Estate Administrator David E. Seasily.

Negotiations

In compliance with State policies and procedures, negotiations shall not commence until the City of Sylvania is in possession of an approved Fair Market Value Estimate. Negotiations and the settlement shall be governed by said approved fair market value. The City of Sylvania consultant shall negotiate with the owners for the purchase of real property and the conveyance of fee simple title by warranty deed or whatever lesser interest is required for the needs of the project. Such title will be taken in the name of the City of Sylvania. The City of Sylvania shall utilize negotiators in accordance with ODOT's approved list of negotiators.

Warrants for payment of RW acquisition costs to property owners will be issued by the

ODOT, DISTRICT 2 REAL ESTATE ON BEHALF OF the City of Sylvania.

Administrative and/or Case Settlement Review:

The City of Sylvania will be responsible for administrative and/or case settlement reviews which must be maintained in the parcel file in writing, containing all the appropriate documentation to support the request. Administrative and/or Case Settlement Review authority is governed by ODOT Real Estate Policy and Procedure Manual, including the level of authority that requires ODOT District Two and/or ODOT Central Office approval *prior to owner agreement and/or case settlements.*

Appropriations

The City of Sylvania will appropriate properties that it is unable to negotiate for the project in accordance with Chapter 163 of the Revised Code of Ohio. As referenced in the above section, the settlement of any cases filed for appropriation will require prior ODOT approval. See the ODOT Real Estate Policy and Procedure Manual.

Utility Relocation

The City of Sylvania will be responsible for the relocation and accommodation of all affected utilities. If needed, the State can provide assistance in this matter. The design consultant must comply with all utility coordination responsibilities. Please contact District 2 Utilities Coordinator, Brad Fox with any requests for assistance at 419-373-4407.

Right of Way Certification

Upon completion of the acquisition process, the City of Sylvania will certify to the District that the right of way has been fully acquired. The District will then certify the right of way to the Federal Highway Administration. The City of Sylvania will coordinate this certification with the District Real Estate Office. This certification will include the utility note, encroachment removals and all applicable notes and exhibits.

Disadvantaged Business Enterprise (DBE) Obligation: The City of Sylvania or its contractor agrees to ensure that disadvantaged business enterprises, as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this agreement. The County and its contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for, receive and perform such contracts/subcontracts. The City of Sylvania and its contractors shall not discriminate on the basis of race, color, national origin, age or sex in the award and performance of USDOT-assisted contracts.

It is understood by the City that disposal of unneeded portions of highway rights of way or limited access rights will be subject to State and Federal Highway Administration approval.

It is agreed that the City will reimburse the State monies spent on the project that were not covered by the deposit if the project is eventually canceled or does not progress to construction.

Attest:

City of Sylvania

Witness

By _____

Date: _____

Witness

By _____

Date: _____

Witness

By _____

Date: _____

APPROVED AS TO FORM:

Law Director,
City of Sylvania, Ohio

Date: _____

Ohio Department of Transportation

Jack Marchbanks, Ph.D, Director
By: Patrick McColley
District Two Deputy Director

Date: _____

David E. Seasly, P. S.
District Two Real Estate Administrator

Date: _____

8a



DEPARTMENT OF PUBLIC SERVICE

KEVIN G. ALLER, PE DIRECTOR

January 4, 2021

To: The Mayor and Members of Sylvania City Council

Re: **CUSHMAN ROAD IMPROVEMENTS**

Dear Mr. Mayor and Council Members:

We received bids on December 1, 2020 for the above referenced project. There was a total of eleven (11) bids received.

The lowest bid was submitted by Salenbien Trucking & Excavating of Dundee, Michigan. Their bid of \$891,839.44 was approximately 5.1% under the Engineer's Estimate of \$940,000.

Salenbien Trucking & Excavating has performed past projects for the City with their most recent project being the Municipal Court Parking Lot Expansion & Resurfacing Project in 2016.

Therefore, it is our recommendation that the contract be awarded to Salenbien Trucking & Excavating in the amount of \$891,839.44, via various funds; \$651,839.44 from Water 701-7525-53501, \$215,000 from Capital 401-7610-53503, and \$25,000 from Storm Sewers 503-7510-51686 .

Please call if you have any questions.

Sincerely,

Kevin G. Aller, P.E.

Director of Public Service

8b

ORDINANCE NO. 2 -2021

ACCEPTING THE BID OF SALENBIEN TRUCKING & EXCAVATING AND AWARDING THE CONTRACT FOR THE CUSHMAN ROAD IMPROVEMENT PROJECT TO SAME; AUTHORIZING THE EXPENDITURE FOR THE IMPROVEMENTS IN THE AMOUNT OF \$891,839.44; APPROPRIATING FUNDS THEREFORE; AND DECLARING AN EMERGENCY.

WHEREAS, plans for the Cushman Road Improvement Project, including acquiring the necessary easements from numerous property owners, have been completed and are now on file with the Clerk of this Council; and,

WHEREAS, the Clerk of Council was authorized to advertise for bids at the November 2, 2020 Council meeting and thereafter the Clerk advertised for bids, and the bids were opened on December 1, 2020, and thereafter, the Director of Public Service, by report dated January 4, 2021, stated that the total estimate for the Cushman Road Improvement Project was \$940,000 and the following bids were received:

<u>BIDDERS</u>	<u>BID PRICE</u>
Salenbien Trucking & Excavating	\$ 891,839.44
Ed Kelly & Sons	898,265.00
Helms & Sons Excavating	899,319.05
Hillabrand Construction	900,207.97
Vernon Nagel	934,261.30
Hanks Plumbing and Heating	945,590.25
Zeiler Excavating	966,996.55
Crestline Paving and Excavating	994,884.42
Buckeye Excavating & Construction	998,042.00
Geddis Paving & Excavating	1,020,754.00
Geo. Gradel	1,147,166.95

WHEREAS, the eleven (11) bids offered by the above bidders meet all of the City's specifications and the Director of Public Service, by report dated January 4, 2021, has recommended acceptance of the lowest and best bid of Salenbien Trucking & Excavating and that the contract for the Cushman Road Improvement Project be awarded to same.

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

SECTION 1. That the bid of Salenbien Trucking & Excavating, Dundee, Michigan for said Cushman Road Improvement Project, in the amount of Eight Hundred Ninety-One Thousand Eight Hundred Thirty-Nine and 44/100 Dollars (\$891,839.44), is hereby determined to be the lowest and best bid received and the same is hereby accepted.

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

SECTION 3. That to provide funds for said improvements hereby authorized, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore appropriated to **Account No. 401-7610-53503 – Street Improvements**, the total sum of Two Hundred Fifteen Thousand Dollars (\$215,000.00), from the **WATER FUND** from funds therein not heretofore appropriated to **Account No. 701-7525-53501 – Utility Improvements**, the total sum of Six Hundred Fifty-One Thousand Eight Hundred Thirty-Nine and 44/100 Dollars (\$651,839.44), from the **SEWER FUND** from funds therein not heretofore appropriated to **Account No. 503-7510-51686 – Maintenance of Infrastructure**, 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 the bid of Salenbien Trucking & Excavating should be accepted immediately so as to provide for the commencement of the Cushman Road Improvement Project at the earliest possible time. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

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

Passed, _____, 2021, 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

January 4, 2021

To: The Mayor and Members of Sylvania City Council

Re: **Professional Engineering Services Proposal**
LUC-Silica Drive Bridge Replacement Project (PID 111563)

Dear Mr. Mayor and Council Members:

At the September 21, 2020 meeting City Council authorized the Service Department to request Letters of Interest (LOI's) from consultants to provide engineering services for the replacement of both the vehicular and pedestrian bridges on Silica Drive over Ten Mile Creek.

During the solicitation we received LOI's from five (5) engineering consultants. The Service Department reviewed, scored, and ranked all LOI's and selected DGL Consulting Engineers, LLC as the most highly qualified firm and project team. Subsequently the Service Department entered into scope of services and fee negotiations.

We have completed those negotiations and DGL has prepared a proposal in the amount of \$260,378 to complete the scope of services. The proposal includes \$245,116 in authorized tasks as well as an additional \$15,262 in "if-authorized" tasks. The "if-authorized" tasks include \$3,178 to prepare an emergency pedestrian bridge closure plan and \$12,084 to prepare an Aesthetics Report for public involvement on the bridge appearance.

This is a Local Public Agency (LPA) project with the Ohio Department of Transportation (ODOT). As such the Service Department has coordinated the scope of services and fee proposal with ODOT District 2 and both entities are ready to move forward and commence engineering design. This is an appropriated item in the 2021 capital improvement budget, fund 401-7610-53503. We would recommend approval of the proposal in the amount of \$260,378 with DGL Consulting Engineers.

Sincerely,

Kevin G. Aller, P.E.

Director of Public Service



PROVIDING
CIVIL ENGINEERING
SOLUTIONS SINCE 1926

TRANSPORTATION

TRAFFIC/SAFETY

FACILITY/SITE
DEVELOPMENT

SURVEY

CONSTRUCTION
SERVICES

December 2, 2020

Mr. Joseph E. Shaw, PE, PS
Deputy Director
City of Sylvania | Department of Public Service
6730 Monroe Street, Suite 101
Sylvania, Ohio 43560

Re: LUC-Silica Drive Bridge Replacement | PID 111563

Dear Mr. Shaw:

Please consider this letter as our price proposal for the referenced project based on our understanding of the project, the requirements presented on our 11/6/2020 scoping meeting and the Ohio Department of Transportation (ODOT) District 2 LPA Scope of Services document dated 5/1/2020. This proposal includes the preparation of a complete set of construction plans and specifications to be in compliance with State and Federal standards. As this is an ODOT Local Let Project, we have based our design tasks and associated fee proposal in ODOT format. As noted in our Letter of Interest (LOI), we have included Lawhon & Associates, Inc. (L&A), TTL Associates, Inc. (TTL), Tetra Tech, Inc. (Tt) and West Erie Realty, LTD (WE) on our team to complete the various tasks required for the project. Attached with this proposal are the following items:

- EXHIBIT A ODOT District-2 – LPA Scope of Services
- EXHIBIT B DGL Scope of Services
- EXHIBIT C Derivation of Maximum Not to Exceed Fee – ODOT Format
- EXHIBIT D DGL's Terms and Conditions
- EXHIBIT E L&A - Fee Proposal
- EXHIBIT F TTL - Fee Proposal
- EXHIBIT G Tt – Fee Proposal
- EXHIBIT H WE – Fee Proposal

The following table summarizes our calculated proposed fee as well as the fees of our sub-consultants.

	Base Price	If Authorized
DGL (Proposed Cost)	\$172,440.00	
DGL (If-Authorized) - Prepare Emergency Pedestrian Bridge Closure Plans		\$3,178.00
DGL (If-Authorized) - Prepare Aesthetics Report for Public Involvement		\$12,084.00
L&A (Proposed Cost)	\$29,726.00	
TTL (Proposed Cost)	\$21,122.00	
Tt (Proposed Cost)	\$14,828.00	
WE (Proposed Cost)	\$7,000.00	
Total Maximum Not to Exceed Fee	\$260,378.00	

3455 Briarfield Blvd
Suite E
Maumee, OH 43537
419.535.1015

128 N Fulton Street
Wauseon, OH 43567
419.330.1360

dgl-ltd.com

ODOT certified DBE & SBE firm / Ohio Turnpike certified LDBE & SBE

If this proposal is acceptable to you, please indicate so below and return one copy to our office. As always, thank you for this great opportunity and we look forward to continuing working with you and your team on this project. Please contact me directly with any questions.

Sincerely,

DGL Consulting Engineers, LLC



Ahmed Hamid, MSCE Structure, PE
Principal / Director of Technical Services

T: 419.535.1015 | C: 419.344.3287 | E: ahamid@dgl-ltd.com

209-20284

**City of Sylvania Acceptance & Authorization
(Maximum Not to Exceed Authorized Fee
\$260,378.00):**

Signature: _____

Craig A. Stough - Mayor

Date: _____

Signature: _____

Toby A. Schroyer - Director of Finance

Date: _____



LUC-Silica Drive Bridge Replacement PID 111563 EXHIBIT B: DGL Scope of Services

EXHIBIT B: DGL Scope of Services

PRELIMINARY AND DETAILED DESIGN PHASE

1. The Preliminary Structure Type Study was already started, and the preferred structure type was determined as part of DGL's previous Preliminary Structure Study contract with the City of Sylvania (City). Hydraulic analysis will be performed, and the preferred structure type may be adjusted as necessary for the most optimum design.
2. We understand that aesthetics will be a key item that DGL will need to evaluate and coordinate with the City. If Authorized, DGL will prepare a detailed Aesthetic Report for public involvement.
3. Complete field topographic survey work necessary to perform the work items listed herein. Survey will consist of pavement, site topography, utilities, hydraulic sections and existing right-of-way.
4. Based on the proposed widened structure, DGL will determine the required right-of-way or easements necessary for construction. DGL will then prepare right of way plans and legal descriptions as necessary.
5. West Erie Realty, LTD (WE) will be performing the Right-of-Way Acquisition Services as required for this project. Our team will prepare and file survey plats for recording at the Tax Map office as necessary.
6. Determine the design storm for the project. Perform a check of the design year and 100-year storms to analyze the hydraulic capacity of the existing structure and size the proposed structure opening. The proposed opening will be designed for the appropriate storm flow.
7. We have included TTL Associates Inc. (TTL) to provide Geotechnical Subsurface Investigation and Recommendations for the proposed substructure foundations.
8. Lawhon & Associates, Inc. (L&A) are on our team to provide all the Environmental Services required to meet ODOT's requirements.
9. Tetra Tech, Inc. (Tt) will be performing plan review for consistency and coordination with the adjacent Silica/Monroe Intersection Project (PID 107489).
10. Utility companies will be contacted and the disposition of existing utilities will be coordinated by our team. It is anticipated that utility companies will prepare relocation plans to be approved by the City if necessary. DGL will include in the construction plan set when appropriate.
11. Roadway design will include approach work as needed to tie back into the existing pavement and sidewalk on both sides of the structure.
12. Demolition and construction will occur during a complete closure of Silica Drive. Maintenance of traffic notes and plans will be developed along with a detour route.



LUC-Silica Drive Bridge Replacement PID 111563

EXHIBIT B: DGL Scope of Services

13. As we continue to monitor the adjacent pedestrian bridge, there is the possibility that it may have to be closed if deterioration becomes significant and a hazard risk. Maintenance of pedestrian traffic will have to be temporary moved on to the west side of the existing vehicular bridge with portable barriers and one lane of traffic until the construction of the new bridge. If authorized, DGL will prepare Emergency Pedestrian Bridge Closure Plans.
14. Prepare detail construction plans and specifications for the City and ODOT review and approval. The detail plans will meet ODOT's submittal and approval requirements.
15. Be in attendance of project progress conference meeting on a monthly basis and as necessary for the duration of the design and plan preparation phase.

FINAL DESIGN

1. Prepare final construction plans for the City and ODOT final approval. The final plans shall meet ODOT's requirements and will have the necessary information for bidding and construction.
2. Provide one (1) complete set of full size and one (1) complete set of half size construction plans. The plans will also be submitted electronically in PDF and MicroStation format.
3. Attend a maximum of three review meetings.
4. DGL will provide all project specifications and bid tabulations to the City for the preparation of the bid documents. Bid book preparation is outside DGL's scope of work and will be completed by the City.

ON-GOING CONSTRUCTION PHASE SERVICES

1. Assist the City with the bidding process, including attendance at pre-bid meeting; responding to contractor's questions during the bid process; bid tabulations and contractor recommendations.
2. Attendance at preconstruction meeting, job meetings or other meetings as requested by the City.
3. Respond to construction questions and interpretation of field conditions.
4. A total of 24 hours have been provided in our fee for this On-Going Construction Phase Services.

9b

ORDINANCE NO. 3 -2021

ACCEPTING THE PROPOSAL OF DGL CONSULTING ENGINEERS, LLC TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE SILICA DRIVE BRIDGE REPLACEMENT PROJECT; APPROPRIATING FUNDS THEREFORE IN THE AMOUNT OF \$260,378; AND DECLARING AN EMERGENCY.

WHEREAS, Ordinance No. 13-2019, passed by Sylvania City Council on February 19, 2019, accepted the proposal of DGL Consulting Engineers to perform a preliminary structure study for the Silica Drive Vehicular Bridge over Ten Mile Creek Replacement Project and appropriated \$11,750 for said structure study; and,

WHEREAS, DGL performed the study and concluded that both the vehicular and pedestrian bridges should be replaced with one joint-use structure estimated at a cost of \$1,539,022; and,

WHEREAS, Resolution No. 8-2019, passed by Sylvania City Council on July 15, 2019, authorized the Mayor and Director of Finance to file a grant application through the Ohio Department of Transportation's Municipal Bridge Program for the Silica Drive Bridge Replacement Project and, in October, the City was notified that the application was successful and the project received funding in the amount of \$1,209,333; and,

WHEREAS, at the September 21, 2020 meeting of Sylvania City Council, the Director of Public Service was authorized to request Letters of Interest from engineering consultants to design the Silica Drive Bridge Replacement Project; and,

WHEREAS, Letters of Interest were received from five engineering consultants and, after review, determined that DGL Consulting Engineers was the most highly qualified firm and project team; and,

WHEREAS, the proposal includes field topographic survey work, determining required

right-of-way or easements necessary for construction as well as right-of-way plans and legal descriptions, storm water design, geotechnical subsurface investigation and recommendations, plan review for consistency and coordination with the Silica/Monroe Intersection Project, roadway design, maintenance of traffic notes and plans will be developed along with a detour route during demolition and construction, preparation of detail and final construction plans and specifications at a cost of \$245,116; and,

WHEREAS, the proposal also includes two additional “if-authorized” tasks at a total cost of \$15,262; the first, at a cost of \$3,178 provides for the preparation of an emergency pedestrian bridge closure plan and the second, at a cost of \$12,084, includes the preparation of an Aesthetics Report for public involvement on the bridge appearance; and,

WHEREAS, the Director of Public Service, by report dated January 4, 2021, has recommended the proposal, including the “if-authorized” tasks set forth above of DGL Consulting Engineers, LLC to provide professional engineering services for the Silica Drive Bridge Replacement Project approved in the amount of \$260,378.

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

SECTION 1. That the proposal of DGL Consulting Engineers, LLC, Maumee, Ohio in the amount of Two Hundred Sixty Thousand Three Hundred Seventy-Eight Dollars (\$260,378.00) to provide professional engineering services for the Silica Drive Bridge Replacement Project, is hereby approved and accepted.

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

SECTION 3. That to provide funds for said engineering 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** in the amount of Two Hundred Sixty Thousand Three Hundred Seventy-Eight Dollars (\$260,378.00).

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

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

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

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

Passed, _____, 2021, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date



DEPARTMENT OF PUBLIC SERVICE

KEVIN G. ALLER, PE DIRECTOR

10a

January 4, 2021

To: The Mayor and Members of Sylvania City Council

Re: **Contract for Construction Engineering Services**
LUC-Monroe-0127 Bridge Rehabilitation

Dear Mr. Mayor and Council Members:

On March 5, 2018 City Council authorized the Service Department to enter into an agreement with Northwest Consultants, Inc. (NCI) to provide engineering services for the rehabilitation of the Monroe Street bridge over the North Branch of Ten Mile Creek (Ord. 10-2018). Construction plans were completed in June 2019.

This project will rehabilitate the bridge deck using hydrodemolition with a concrete overlay. This process consists of removing the top 3" of concrete with high pressured water and overlaying the remaining sound surface with rigid concrete. Other rehabilitation work includes full/partial depth slab repairs, curbing and sidewalk reconstruction, and bridge railing and guardrail replacement. Construction is scheduled for late spring or early summer 2021.

The Service Department requested a proposal from Fishbeck to provide construction engineering services. Fishbeck acquired NCI's Toledo Office in 2019 after the bridge plans were completed. The Service Department would like for the same bridge engineers to oversee construction. The construction engineering services proposal received from Fishbeck was in the amount of \$13,168.

This is an appropriated item in the 2021 capital improvement budget, account number 401-7610-53503. We would recommend approval of the proposal from Fishbeck in the amount of \$13,168. Please call if you should have any questions.

Sincerely,

Kevin G. Aller, P.E.

Director of Public Service

August 28, 2020

Joseph E. Shaw, PE, PS
Deputy Service Director
City of Sylvania
6730 Monroe Street
Sylvania, OH 43560-1948

**Proposal for Construction/Bidding Assistance Services
Monroe Street over Ten-Mile Creek Bridge Resurfacing**

Dear Joe:

Fishbeck is pleased to provide this construction support services proposal for assistance during the bidding and construction phase of the referenced project in downtown Sylvania.

Scope of Services

It is understood the City of Sylvania (City) will administer the bidding and construction phases of the project. Fishbeck will provide support to the City during these phases by assisting with pre-bid questions, RFI's, and contractor submittal reviews. We will also attend up to two meetings or site visits to assist with any questions that may arise during construction. The approximate duration for the construction phase of this project is 60 days. Fishbeck realizes the City wishes to coordinate the construction schedule with the SOMO Flats apartment community development, so an exact start date has not yet been finalized.

Also included in this proposal are modifications to the design plans to show a different barrier railing, as requested by the City.

Professional Services Fees

Due to the unknown effort required for the construction assistance services, Fishbeck proposes to invoice for this work on an hourly basis. The estimated budget required for this work is Five Thousand Nine Hundred Thirty-Two Dollars (\$5,932).

Fishbeck proposes to perform the plan modifications for a lump sum fee of Seven Thousand Two Hundred Thirty-Six Dollars (\$7,236).

The breakdown of costs is attached in the Proposed Consultant Fee Summary.

Authorization

Attached is our Professional Services Agreement. If you concur with our scope of services, please sign in the space provided and return the executed contract to the attention of Molly Studneski (mstudneski@fishbeck.com). This proposal is made subject to the attached Terms and Conditions for Professional Services. Invoices will be submitted every four weeks and payment is due upon receipt.

Joseph Shaw, PE, PS
August 28, 2020

Fishbeck | Page 2

If you have any questions or require additional information, please contact me at 419.360.0863 or jdrummond@fishbeck.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'JD', with a stylized flourish extending from the end.

Jonathan Drummond, PE
Senior Project Manager

Attachments

By email

Copy: Kamran Qadeer, PE – Fishbeck

Proposed Consultant Fees Labor and Summary

Project: Monroe Street over Ten-Mile Creek Bridge Construction Assistance
 Client: City of Sylvania
 Consultant: Fishbeck
 Date: 8/28/2020

Legend and Billing Rate (Year 2020)

Personnel Category	Rate
S = Surveyor	\$93
PE = Civil Engineer, PE	\$122
E = Staff Engineer, EI	\$93
PM = Project Manager, PE	\$195

PROFESSIONAL ENGINEERING SERVICES**Construction Assistance**

	PM	PE	E	Total Hours	Total Cost
Pre-Bid Questions and RFI's	4	8		12	\$1,756
Site Visits/Meetings (2)	4	4		8	\$1,268
Contractor Submittals	8	8	4	20	\$2,908
Subtotal	16	20	4	40	\$5,932

Modification of Barrier

	PM	PE	E	Total Hours	Total Cost
Barrier Detail Sheets (7)	2	14	42	58	\$6,004
Reinforcing Steel Details (1)		2	4	6	\$616
Quantity Calculations		2	4	6	\$616
Subtotal	2	18	50	70	\$7,236

Total Fishbeck Costs:	\$13,168
Total Direct Costs (mileage):	\$0
Total Services:	\$13,168

Professional Services Agreement

PROJECT NAME Monroe Street over Ten-Mile Creek Bridge
Construction Assistance & Design Modifications
FISHBECK CONTACT Jonathan Drummond, PE
CLIENT City of Sylvania
CLIENT CONTACT Joseph Shaw, PE, PS
ADDRESS 6730 Monroe Street, Sylvania, OH 43560-1948

Client hereby requests and authorizes Fishbeck to perform the following:

SCOPE OF SERVICES: In accordance with proposal dated August 28, 2020.

AGREEMENT. The Agreement consists of this page and the documents that are checked:

- ☒ Terms and Conditions for Professional Services, attached.
- ☒ Proposal dated August 28, 2020
- ☐ Other:

METHODS OF COMPENSATION:

- ☒ Lump Sum for Defined Scope of Services (Modifications for Barrier Railing Design)
- ☒ Hourly Billing Rates plus Reimbursable Expenses (Construction Phase Support Services)
- ☐ Other:

Total Budget for Above Scope of Services: Thirteen Thousand One Hundred Sixty-Eight Dollars (\$13,168)

ADDITIONAL PROVISIONS (IF ANY): N/A

APPROVED FOR:

City of Sylvania

BY: _____

TITLE: Mayor

DATE: _____

BY: _____

TITLE: Director of Finance

DATE: _____

ACCEPTED FOR:

Fishbeck

BY: 

TITLE: Senior Vice President/Principal

DATE: August 31, 2020

1. **METHOD OF AUTHORIZATION.** Client may authorize Fishbeck to proceed with work either by signing a Professional Services Agreement or by issuance of an acknowledgment, confirmation, purchase order, or other communication. Regardless of the method used, these Terms and Conditions shall prevail as the basis of Client's authorization to Fishbeck. Any Client document or communication in addition to or in conflict with these Terms and Conditions is rejected.
2. **CLIENT RESPONSIBILITIES.** Client shall provide all criteria and full information as to requirements for the Project and designate in writing a person with authority to act on Client's behalf on all matters concerning the Project. If Fishbeck's services under this Agreement do not include full-time construction observation or review of Contractor's performance, Client shall assume responsibility for interpretation of contract documents and for construction observation, and shall waive all claims against Fishbeck that may be in any way connected thereto.
3. **HOURLY BILLING RATES.** Unless stipulated otherwise, Client shall compensate Fishbeck at hourly billing rates in effect when services are provided by Fishbeck employees of various classifications.
4. **REIMBURSABLE EXPENSES.** Those costs incurred on or directly for Client's Project. Reimbursement shall be at Fishbeck's current rate for mileage for service vehicles and automobiles, special equipment, and copying, printing, and binding. Reimbursement for commercial transportation, meals, lodging, special fees, licenses, permits, insurances, etc., and outside technical or professional services shall be on the basis of actual charges plus 10 percent.
5. **OPINIONS OF COST.** Any opinions of probable construction cost and/or total project cost provided by Fishbeck will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, Fishbeck cannot warrant that bids or ultimate construction or total project costs will not vary from such estimates.
6. **PROFESSIONAL STANDARDS; WARRANTY.** The standard of care for services performed or furnished by Fishbeck will be the care and skill ordinarily used by members of Fishbeck's profession practicing under similar circumstances at the same time and in the same locality. Fishbeck makes no warranties, express or implied, under this Agreement or otherwise, in connection with Fishbeck's services.
7. **TERMINATION.** Either Client or Fishbeck may terminate this Agreement by giving ten days' written notice to the other party. In such event, Client shall pay Fishbeck in full for all work previously authorized and performed prior to the effective date of termination, plus (at the discretion of Fishbeck) a termination charge to cover finalization work necessary to bring ongoing work to a logical conclusion. Such charge shall not exceed 30 percent of all charges previously incurred. Upon receipt of such payment, Fishbeck will return to Client all documents and information which are the property of Client.
8. **SUBCONTRACTORS.** Fishbeck may engage subcontractors on behalf of Client to perform any portion of the services to be provided by Fishbeck hereunder.
9. **PAYMENT TO FISHBECK.** Invoices will be issued every four weeks, payable upon receipt, unless otherwise agreed. Interest of 1 percent per four-week period will be payable on all amounts not paid within 28 days from date of invoice, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by Client.

Client agrees to pay on a current basis, in addition to any proposal or contract fee understandings, all taxes including, but not limited to, sales taxes on services or related expenses which may be imposed on Fishbeck by any governmental entity.

If Client directs Fishbeck to invoice another, Fishbeck will do so, but Client agrees to be ultimately responsible for Fishbeck's compensation until Client provides Fishbeck with that third party's written acceptance of all terms of this Agreement and until Fishbeck agrees to the substitution.

In addition to any other remedies Fishbeck may have, Fishbeck shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.

10. **HAZARDOUS WASTE.** Fishbeck has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at any site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. Fishbeck shall not be responsible for any alleged contamination, whether such contamination occurred in the past, is occurring presently, or will occur in the future, and the performance of services hereunder does not imply risk-sharing on the part of Fishbeck.
11. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims based upon professional liability errors or omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the greater of \$250,000 or the amount of the fee earned under this Agreement.

To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims for which Fishbeck is covered by insurance other than professional liability errors and omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the total insurance proceeds paid on behalf of or to Fishbeck by Fishbeck's insurers in settlement or satisfaction of Client's claims under the terms and conditions of Fishbeck's insurance policies applicable thereto.

Higher limits of liability may be considered upon Client's written request, prior to commencement of services, and agreement to pay an additional fee.

12. **DELEGATED DESIGN.** Client recognizes and holds Fishbeck harmless for the performance of certain components of the Project which are traditionally specified to be designed by the Contractor.
13. **INSURANCE.** Client shall cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds on all commercial general liability and property insurance policies carried by Client which are applicable to the Project. Client shall also provide workers' compensation insurance for Client's employees. Client agrees to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.

Upon request, Client and Fishbeck shall each deliver to the other certificates of insurance evidencing their coverages.

Client shall require Contractor to purchase and maintain commercial general liability and other insurance as specified in the contract documents and to cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project. Contractor must agree to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.
14. **INDEMNIFICATION.** Fishbeck will defend, indemnify, and hold Client harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures to the extent caused by Fishbeck's negligence or willful misconduct. Client agrees to defend, indemnify, and hold Fishbeck harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures allegedly caused by Fishbeck's performance of services hereunder, except for injury or loss to the extent caused by the negligence or willful misconduct of Fishbeck. These indemnities are subject to specific limitations provided for in this Agreement.
15. **CONSEQUENTIAL DAMAGES.** Client and Fishbeck waive consequential damages for claims, disputes, or other matters in question relating to this Agreement including, but not limited to, loss of business.
16. **LEGAL EXPENSES.** If either Client or Fishbeck makes a claim against the other as to issues arising out of the performance of this Agreement, the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney's fees. If Fishbeck brings a lawsuit against Client to collect invoiced fees and expenses, Client agrees to pay Fishbeck's reasonable collection expenses including attorney fees.
17. **OWNERSHIP OF WORK PRODUCT.** Fishbeck shall remain the owner of all drawings, reports, and other material provided to Client, whether in hard copy or electronic media form. Client shall be authorized to use the copies provided by Fishbeck only in connection with the Project. Any other use or reuse by Client or others for any purpose whatsoever shall be at Client's risk and full legal responsibility, without liability to Fishbeck. Client shall defend, indemnify, and hold harmless Fishbeck from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.
18. **ELECTRONIC MEDIA.** Data, reports, drawings, specifications, and other material and deliverables may be transmitted to Client in either hard copy, digital, or both formats. If transmitted electronically, and a discrepancy or conflict with the electronically transmitted version occurs, the hard copy in Fishbeck's files used to create the digital version shall govern. If a hard copy does not exist, the version of the material or document residing on Fishbeck's computer network shall govern. Fishbeck cannot guarantee the longevity of any material transmitted electronically nor can Fishbeck guarantee the ability of the Client to open and use the digital versions of the documents in the future.
19. **GENERAL CONSIDERATIONS.** Client and Fishbeck each are hereby bound and the partners, successors, executors, administrators, and legal representatives of Client and Fishbeck are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor Fishbeck shall assign this Agreement without the written consent of the other.

Neither Client nor Fishbeck will have any liability for nonperformance caused in whole or in part by causes beyond Fishbeck's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.

This Agreement shall be governed by the law of the principal place of business of Fishbeck.

This Agreement constitutes the entire agreement between Client and Fishbeck and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

End of Terms and Conditions for Professional Services

10b

ORDINANCE NO. 4 -2021

**ACCEPTING THE PROPOSAL OF FISHBECK TO PROVIDE
CONSTRUCTION ENGINEERING SERVICES FOR THE MONROE
STREET BRIDGE OVER TEN MILE CREEK REHABILITATION
PROJECT; APPROPRIATING FUNDS THEREFORE IN THE AMOUNT
OF \$13,168; AND DECLARING AN EMERGENCY.**

WHEREAS, Ordinance No. 10-2018, passed March 5, 2018, authorized the Mayor and Director of Finance to enter into an Agreement with Northwest Consultants, Inc. to provide engineering services for the rehabilitation of the Monroe Street bridge over the North Branch of Ten Mile Creek; and,

WHEREAS, the project consists of rehabilitating the bridge deck using hydrodemolition with a concrete overlay, full/partial depth slab repairs, curbing and sidewalk reconstruction and bridge railing and guardrail replacement; and,

WHEREAS, this project is scheduled to take place in late spring/early summer of 2021; and,

WHEREAS, the Director of Public Service, by report dated January 4, 2021, reported Northwest Consultants, Inc. was acquired by Fishbeck following completion of the bridge plans so the Service Department requested a proposal from Fishbeck to provide construction engineering services; and,

WHEREAS, Fishbeck's proposal includes assisting the City with pre-bid questions, contractor submittal reviews, two meetings or site visits to assist with questions that may arise during construction as well as plan modifications to show a different barrier railing than what was originally shown and the Director of Public Service, by report dated January 4, 2021, has recommended the proposal of Fishbeck to perform construction engineering services be approved in the amount of \$13,168.

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 Fishbeck, Toledo, Ohio in the amount of Thirteen Thousand One Hundred Sixty-Eight Dollars (\$13,168.00) to provide construction engineering services for the LUC-Monroe-0127 Bridge Rehabilitation Project, is hereby approved and accepted.

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

SECTION 3. That to provide funds for said engineering 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 Thirteen Thousand One Hundred Sixty-Eight Dollars (\$13,168.00).

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

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

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

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

Passed, _____, 2021, as an emergency measure.

President of Council

ATTEST:

Clerk of Council

APPROVED:

Mayor

Date

APPROVED AS TO FORM:

Director of Law



DEPARTMENT OF PUBLIC SERVICE

KEVIN G. ALLER, PE DIRECTOR

January 4, 2021

To: The Mayor and Members of Sylvania City Council

Re: **Engineering Services Contract**
Harroun Road Pedestrian Hybrid Beacon

Dear Mr. Mayor and Council Members:

The City is ready to commence engineering design work for the Harroun Road Pedestrian Hybrid Beacon (PHB) to be installed at the Sylvania River Trail crossing.

A PHB is a pre-timed traffic control device that increases motorist awareness of pedestrians and bicycles crossing at uncontrolled marked crosswalk location. This device is user activated via a pushbutton. When actuated the beacon will flash yellow to warn motorists of the presence of user. The beacon will then transition from yellow to red indicating that motorists must stop until the user has completed their movement. Vehicles may proceed once the user has cleared and the beacon has turned off.

A traffic study completed in October 2020 by DGL Consulting Engineers determined that a PHB was warranted for the Sylvania River Trail crossing of Harroun Road. DGL has provided the City with an engineering proposal to fully design the beacon in the amount of \$11,500. DGL has previous experience with the City on multiple past projects including traffic signal and safety improvements scheduled for 2022 at the Monroe Street and Harroun Road intersection. Engineering for this project was an anticipated expense and included in the 2021 capital improvement budget, fund 401-7635-53543.

We would recommend approval of the engineering services proposal from DGL in the amount of \$11,500. Please call with any questions.

Sincerely,

Kevin G. Aller, P.E.

Director of Public Service



PROVIDING
CIVIL ENGINEERING
SOLUTIONS SINCE 1926

TRANSPORTATION

TRAFFIC/SAFETY

FACILITY/SITE
DEVELOPMENT

SURVEY

CONSTRUCTION
SERVICES

November 23, 2020

Joe Shaw, PE, PS
Deputy Director - Dept of Public Service
City of Sylvania
6730 Monroe Street
Sylvania, OH 43560

Re: Sylvania River Trail Crossing – PHB Design

Dear Mr. Shaw:

Please accept this proposal as DGL Consulting Engineers' (DGL) response to your request for a design a Pedestrian Hybrid Beacon (PHB) Crossing signal for the River Trail crossing on Harroun Road in Sylvania. The project is part of a Harroun Road corridor traffic calming improvement plan. Detailed Scope Information can be found within the attached document.

DGL provided traffic signal and traffic control design services for the Monroe Street and Harroun Road intersection improvements and the Monroe Street and Main Street intersection improvements. In addition to these design services, DGL has provided traffic analyses for the Silica Drive and Monroe Street intersection. DGL offers a traffic staff of five engineers. Our expertise includes Ohio Department of Transportation prequalifications in all traffic related categories. Our certifications include three Professional Engineers, three Professional Traffic Operations Engineers (PTOE), three International Municipal Signal Association (IMSA) Signal Technician 2, and one IMSA Signal Technician 1's.

Thank you for the opportunity to participate to present this proposal. We look forward to continuing our relationship with you. Please contact me directly should you have any questions related to the material included herein.

Sincerely,

DGL Consulting Engineers, LLC

Laurie L. Adams, PE, PTOE, PTP
Managing Principal, Director of Traffic/Safety

T: 419.535.1015 Ext. 205 | C: 419.350.5834 | E: ladams@dgl-ltd.com

Cc: Corrinne Lochtefeld – DGL


209-20271

3455 Briarfield Blvd
Suite E
Maumee, OH 43537
419.535.1015

128 N Fulton Street
Wauseon, OH 43567
419.330.1360

dgl-ltd.com

An Agreement for the Provision of Limited Professional Services

Design Professional		Client	
DGL Consulting Engineers, LLC		City of Sylvania	
3455 Briarfield Blvd., Suite E		6730 Monroe Street	
Maumee, OH 43537		Sylvania, OH 43560	
Project Name	Sylvania River Trail Crossing – PHB Design	Project No.	209-20271
Location	Sylvania, Ohio		
Scope of Services	See Scope of Services Attachment for definitions		
Fee Arrangement	Pedestrian Hybrid Beacon Signal Design = \$11,500.00		
	Total: \$11,500.00		
Retainer Amounts	None required.		
Special Conditions	If additional fee is required, DGL will request in writing.		
		Accepted by: (Client)	
		Signature	Date
		Craig A. Stough Mayor	
		Printed Name / Title	
		Signature indicates the authority to bind the company to the terms herein	
Offered by: 		Accepted by: Client	
Signature	Date	Signature	Date
Laurie L. Adams, PE, PTOE, PTP Managing Principal/Director of Traffic & Safety		Toby A. Schroyer Finance Director	
Printed Name / Title		Printed Name / Title	
Signature indicates the authority to bind the company to the terms herein		Signature indicates the authority to bind the company to the terms herein	

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

Scope of Services

Background

A study was completed by DGL to improve the Harroun Road corridor. As a part of this study, DGL analyzed the River Trail crossing on Harroun. Warrant analysis was conducted, and a Pedestrian Hybrid Beacon (PHB) was warranted and recommended based on the volume of pedestrians and vehicles along Harroun Road.

Scope of Work

The following Scope of Work items are proposed to complete the Pedestrian Hybrid Beacon Crossing Design.

Crossing Design

- Survey – DGL will collect topographic survey information.
- Pedestrian Hybrid Beacon Design – DGL will determine the needed signal pole and arm designs. Complete plan notes and calculations.
- Coordination with power service.
- Determine plan for maintaining traffic during construction. It is understood that the Monroe Street and Harroun Road intersection construction will occur 2022. DGL will review the potential of installation during the same construction schedule.
- Estimated Costs – Cost estimates will be calculated for the required signal installation items.
- Bidding Assistance and Construction Documents – DGL will provide the necessary documents to bid the work. DGL will review the bids and provide a recommendation if requested. DGL will be available to answer questions during bidding and construction. A total of 4 hours has been estimated.

Schedule

DGL is available to start this work immediately upon your authorization with the following estimated schedule:

Crossing Design

- Survey & Pedestrian Hybrid Beacon Design – DGL will submit plans within 6 weeks of authorization
- Review by the City of Sylvania, maximum 30-day review schedule.
- Revisions, if required – DGL will submit within 2 weeks of City comments / response.
- Bidding Documents to meet the bidding schedule, to be determined.

DGL CONSULTING ENGINEERS, LLC TERMS & CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ORDINANCE NO. 5-2021**ACCEPTING THE PROPOSAL OF DGL CONSULTING ENGINEERS, LLC TO PROVIDE ENGINEERING SERVICES FOR THE HARROUN ROAD PEDESTRIAN HYBRID BEACON PROJECT; APPROPRIATING FUNDS THEREFORE IN AN AMOUNT NOT TO EXCEED \$11,500; AND DECLARING AN EMERGENCY.**

WHEREAS, in October 2020, a traffic study was completed and found that a Pedestrian Hybrid Beacon was warranted on Harroun Road at the Sylvania River Trail Crossing; and,

WHEREAS, the estimated cost of the Pedestrian Hybrid Beacon is \$155,266 and the Director of Public Service, by report dated November 16, 2020, indicated that the estimated cost of the Monroe Street and Harroun Road Intersection Improvement Project, with the Pedestrian Hybrid Beacon, is \$2,788,995; and,

WHEREAS, the project funding is project to be as follows: the City of Sylvania contributing \$442,229 (15.9%); ODOT Highway Safety Improvement Grant Funding in the amount of \$1,677,766 (60.1%) ; anticipated OPWC Grant Funding in the amount of \$669,000 (24.0%); and,

WHEREAS, Resolution No. 22-2020, passed November 16, 2020, authorized the Mayor and Director of Finance to file an Ohio Public Works Commission Grant Application for the Monroe Street and Harroun Road Intersection Improvement Project and that application was filed, however, the awards have not yet been made; and,

WHEREAS, the Director of Public Service, by report dated January 4, 2021, has reported that the City is ready to begin engineering design work for the Harroun Road Pedestrian Hybrid Beacon and has recommended the proposal of DGL Consulting Engineers, LLC to fully design the beacon be approved in an amount not to exceed \$11,500.

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

SECTION 1. That the proposal of DGL Consulting Engineers, LLC in an amount not to exceed the total sum of Eleven Thousand Five Hundred Dollars (\$11,500.00) to provide engineering services for the Harroun Road Pedestrian Hybrid Beacon as part of the Monroe Street and Harroun Road Intersection Improvement Project, is hereby approved and accepted.

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

SECTION 3. That to provide funds for said engineering services hereby authorized, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore appropriated to **Account No. 401-7635-53543 –Traffic Signals** an amount not to exceed Eleven Thousand Five Hundred Dollars (\$11,500.00).

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

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

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

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

Passed, _____, 2021, as an emergency measure.

President of Council

ATTEST:

Clerk of Council

APPROVED:

Mayor

Date

APPROVED AS TO FORM:

Director of Law

12

ORDINANCE NO. 6 - 2021

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, 2020 through September 30, 2021.

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, 2020 – September 30, 2021.

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, _____, 2021, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

RESOLUTION NO. 1-2021**A RESOLUTION DESIGNATING THE CLERK OF COUNCIL AS THE MAYOR AND CITY COUNCIL'S DESIGNEE TO ATTEND TRAINING PROGRAMS AND SEMINARS ABOUT THE PUBLIC RECORDS LAW AS REQUIRED BY OHIO REVISED CODE SECTION 109.43; AND DECLARING AN EMERGENCY.**

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

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

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

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

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

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

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

otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

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

Passed, _____, 2021, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date