

Sylvania City Council
being held via Zoom
March 1, 2021

7:30 p.m. Council Meeting
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. Frye.
3. Additions to the agenda.
4. Approval of the regular council meeting minutes of February 16, 2021.
5. Proposed Ordinance No. 19-2021, Authorizing to enter into a First Amendment to the Public Safety Dispatch Services Agreement, on behalf of the City of Sylvania, Ohio with Sylvania Township.
6. Proposed Ordinance No. 20-2021, Authorizing to enter into a Customer Supply Agreement for the provision of Natural Gas to Residential and Small Commercial Customers within the City of Sylvania beginning in May 2021.
7. Dellbrook, Dornell, Hollybrook & Marshall Improvements.
 - a. Service Director's report on Engineering Services Proposal.
 - b. Proposed Ordinance No. 21-2021, Accepting the proposal of Fishbeck to provide Professional Engineering Services for the Dellbrook-Dornell-Hollybrook-Marshall Improvement Project.
8. 2021 Sidewalk Replacement Program
 - a. Service Director's report on program.
 - b. Proposed Ordinance No. 22-2021, Accepting the proposal of Scott's Quality Concrete and awarding the Contract for the 2021 Sidewalk Replacement Program.
9. Proposed Ordinance No. 23-2021, Authorizing an agreement with Zambelli Fireworks Manufacturing Co., for the Independence Day Celebrations on July 3, 2021, July 3, 2022, and July 3, 2023 at Centennial Terrace and Quarry.
10. Proposed Ordinance No. 24-2021, Authorizing the donation of L3 Equipment to the Sylvania Township Police Department.
11. Committee reports.

12. Committee referrals.
13. Executive Session for discussion of sale of real estate.

INFORMATION

- A. 2020 Funds Report from Police Chief Schnoor.

Minutes of the Meeting of Council
February 16, 2021

The Council of the City of Sylvania, Ohio met in regular session via Zoom on February 1, 2021 at 7:30 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 Mrs. Cappellini.

Pledge of
Allegiance.

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

The following items have been added to the agenda:

4a. COVID Police vaccinations.

Mr. Frye moved, Mr. Richardson 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.

Agenda approval.

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

Mr. Frye presented the February 1, 2021 meeting minutes. Mr. Frye moved, Mrs. Westphal seconded, that since the Mayor, members of Council, and others had been furnished copies of these minutes prior to this meeting, Council dispense with the reading of these minutes at this time, and the journal of the minutes of the regular meeting of February 1, 2021 be approved; roll call vote being: Frye, Haynam, McCann, Richardson, Stough, Westphal, Cappellini, (7) yeas; (0) nays. The motion carried.

Approval of the
February 1st,
2021 meeting
minutes.

Chief Schnoor reported that 6-7 police officers have been vaccinated since the surplus program has started. Service Director Aller reported that 3 employees have had COVID, but no one right now and no one in quarantine.

COVID-19
Update.

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

Mr. Frye introduced and read by title only Ordinance No. 15-2021, "An Ordinance to approve, adopt and enact current replacement pages to the Codified Ordinances; to repeal Ordinances in conflict therewith; to publish the enactment of new matter; and declaring an emergency"; Mr. Frye moved, Ms. Stough seconded passage of Ordinance No. 15-2021 as an emergency measure. Roll call vote being: Haynam, McCann, Richardson, Stough, Westphal, Cappellini, Frye, (7) yeas; (0) nays. The motion carried.

Ordinance No.
15-2021,
"...Approve,
adopt and enact
current
replacement
pages to the
Codified
Ordinances..."

Minutes of the Meeting of Council
February 16, 2021

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

Ms. Stough introduced and read by title only Ordinance No. 16-2021, "Accepting an Easement from Louisville Title Agency for N.W. Ohio, Inc., Trustee for Retaining Wall and Slope Maintenance purposes; and declaring an emergency". Ms. Stough moved, Mr. McCann seconded passage of Ordinance No. 16-2021 as an emergency measure. Roll call vote being: McCann, Richardson, Stough, Westphal, Cappellini, Frye, Haynam, (7) yeas; (0) nays. The motion carried.

Ordinance No. 16-2021, "...Easement... Retaining Wall & Slope Maintenance..."

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

Mrs. Westphal moved, Mr. Haynam seconded to authorize the Clerk to re-advertise for bids for the Luc-Monroe-0127 Bridge Rehabilitation Project. Roll call vote being: Richardson, Stough, Westphal, Cappellini, Frye, Haynam, McCann, (7) yeas; (0) nays. The motion carried.

Authorize to re-advertise for Luc-Monroe Bridge Rehabilitation project.

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

Mr. McCann introduced and read by title only Ordinance No. 17-2021, "Authorizing the Mayor and Director of Finance to apply for, accept, and enter into a Cooperative Agreement for Construction for the Trunk Sanitary Sewer Lining Phase 1 Project between the City of Sylvania and the Ohio Water Development Authority; and declaring an emergency"; Mr. McCann moved, Mr. Haynam seconded passage of Ordinance No. 17-2021 as an emergency measure. Roll call vote being: Stough, Westphal, Cappellini, Frye, Haynam, McCann, Richardson; (7) yeas; (0) nays. The motion carried.

Ordinance No. 17-2021, "Authorizing Cooperative Agreement.... Trunk Sanitary Sewer Lining, Phase 1 with OWDA..."

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

Mayor Stough presented Zoning Ordinance Application No. SUP-1-2021 from Stephen E. Carr, Agent for Cellco Partnership dba Verizon Wireless and Tarpon Towers II, LLC, Collectively Applicant for a Zoning Change from "R-1", Single Family Residential to "R-1, Special Use Permit" for property located at 5403 Silica Drive, Sylvania, Ohio 43560 to allow the placement of a 130' wireless communication facility with a 10' lighting rod a total 140' tall. Mr. Haynam moved, Mr. McCann seconded to refer Zoning Ordinance Application No. SUP-1-2021 to the Planning Commission for review and recommendation on application and additional questions from city council. Roll call vote being: Westphal, Cappellini, Frye, Haynam, McCann, Richardson, Stough; (7) yeas; (0) nays. The motion carried.

SUP-1-2021, referral to Plan Commission.

Minutes of the Meeting of Council
February 16, 2021

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

Mr. Haynam introduced and read by title only Ordinance No. 18-2021, "Authorizing the Mayor and Director of Finance to enter into an Annexation Agreement with the Sylvania Township Board of Trustees on behalf of the City of Sylvania, Ohio; and declaring an emergency"; Mr. Haynam moved, Mr. McCann seconded passage of Ordinance No. 18-2021 as an emergency measure. Roll call vote being: Cappellini, Frye, Haynam, McCann, Richardson, Stough, Westphal; (7) yeas; (0) nays. The motion carried.

Ordinance No. 18-2021, "Authorizing Annexation Agreement with Syl. Twp. Trustees...."

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

Mr. Frye moved, Mr. Haynam seconded to approve the items on the Service Director's report of this date to be offered for auction on GovDeals.com. Roll call vote being: Frye, Haynam, McCann, Richardson, Stough, Westphal, Cappellini; (7) yeas; (0) nays. The motion carried.

Items to be sold on GovDeals.

Mr. Frye thanked the Streets Department for their diligence clearing the streets during the recent snow storm and asked this message be passed on to the department.

Thanks to Streets Dept re: snow removal.

Mayor Stough stated there are no items for agenda items 12 and 13, so Council will now consider agenda item 14.

Mr. Frye moved, Mr. Haynam seconded to enter into Executive Session for discussion of sale of property at 8:33 p.m. Roll call vote being: Haynam, McCann, Richardson, Stough, Westphal, Cappellini, Frye, (7) yeas; (0) nays. The motion carried.

Executive Session: discussion of sale of property.

Mr. Haynam moved, Mr. McCann seconded to return from Executive Session to General Session at 9:00 p.m. Roll call vote being: McCann, Richardson, Stough, Westphal, Cappellini, Frye, Haynam, (7) yeas; (0) nays. The motion carried.

Mayor Stough stated all agenda items have been addressed.

Mr. McCann moved, Mr. Richardson seconded to adjourn at 9:02 p.m. Roll call vote being: McCann, Richardson, Stough, Westphal, Cappellini, Frye, Haynam, (7) yeas; (0) nays.

Adjournment.

Clerk of Council

Mayor

ORDINANCE NO. 19 -2021

**AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE
TO ENTER INTO A FIRST AMENDMENT TO THE PUBLIC SAFETY
DISPATCH SERVICES AGREEMENT, ON BEHALF OF THE CITY OF
SYLVANIA, OHIO WITH SYLVANIA TOWNSHIP; AND DECLARING
AN EMERGENCY.**

WHEREAS, the City and Township each currently operate a Public Safety Dispatch Center with a Public Safety Answering Point ("PSAP"); and,

WHEREAS, the City, by Ordinance No. 11-2020, passed February 18, 2020, authorized the Mayor and Director of Finance to enter into an agreement to establish the Lucas County 911 Regional Council of Governments and consolidate all 911 dispatching throughout Lucas County, on behalf of the City of Sylvania; and,

WHEREAS, the Township Trustees, by Resolution No. 19-120, passed October 1, 2019, supported the proposal by Lucas County on merged and consolidated 911 services; and,

WHEREAS, the Agreement provided for the establishment of the Lucas County 911 Regional Council of Governments to consolidate the Lucas County PSAPs on or before January 1, 2021, however, due to the COVID-19 pandemic, the consolidation has been delayed until on or around September 1, 2021; and,

WHEREAS, Ordinance No. 88-2020, passed October 19, 2020, authorized the Mayor and Director of Finance to enter into a Public Safety Dispatch Services Agreement with Sylvania Township for the provision of dispatch services for third shift only due to one of the City's telecommunicators accepting a position with another agency; and,

WHEREAS, one of the remaining telecommunicators has also accepted a position with another agency and it is therefore necessary to contract with Sylvania Township to provide dispatching services for both the second and third shifts, from 3 p.m. – 7 a.m. until the consolidation takes place; and,

WHEREAS, the proposed First Amendment to the Agreement is attached hereto as "Exhibit A."

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

SECTION 1. That the Mayor and Director of Finance be, and they hereby are authorized to enter into a First Amendment to the Agreement with Sylvania Township, on behalf of the City of Sylvania, to provide Public Safety Dispatch Services as attached hereto as "Exhibit A."

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

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

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the Agreement should be entered into at the earliest possible time to provide for continued dispatch service. 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

Director of Law

APPROVED:

Mayor

Date

**FIRST AMENDMENT TO THE
PUBLIC SAFETY DISPATCH SERVICES AGREEMENT**

This Agreement is entered into this _____ day of _____, 2021 by and between the City of Sylvania, Lucas County, Ohio, a political subdivision and municipal corporation, duly organized and existing under the Constitution and laws of the State of Ohio (the "City"), and Sylvania Township, organized and existing under the laws of the State of Ohio ("Township").

WITNESSETH:

WHEREAS, the City and Township each currently operate a Public Safety Dispatch Center with a Public Safety Answering Point ("PSAP"); and,

WHEREAS, the City, by Ordinance No. 11-2020, passed February 18, 2020, authorized the Mayor and Director of Finance to enter into an agreement to establish the Lucas County 911 Regional Council of Governments and consolidate all 911 dispatching throughout Lucas County, on behalf of the City of Sylvania; and,

WHEREAS, the Township Trustees, by Resolution No. 19-120, passed October 1, 2019, supported the proposal by Lucas County on merged and consolidated 911 services; and,

WHEREAS, the Agreement provided for the establishment of the Lucas County 911 Regional Council of Governments to consolidate the Lucas County PSAPs on or before January 1, 2021, however, due to the COVID-19 pandemic, the consolidation has been delayed until on or around September 1, 2021; and,

WHEREAS, Sylvania City Council passed Ordinance No. 88-2020 on October 19, 2020 to authorize the Mayor and Director of Finance to enter into a Public Safety Dispatch Services Agreement on behalf of the City with Sylvania Township for the provision of dispatch services for third shift only; and,

WHEREAS, due to the current dispatch staffing levels, the City is also requesting the Township provide Public Safety Dispatch Services for second and third shifts; and,

WHEREAS, the City desires to utilize the services of Township for providing Public Safety Dispatch Services for second and third shifts and Township agrees to provide said services pursuant to the terms set forth below.

NOW, THEREFORE, the Parties intending to be bound hereby agree to and for each other as follows:

1. Engagement. The City hereby engages Township to provide Public Safety Dispatch Services between the hours of 3:00 p.m. and 7:00 a.m.. every day and Township agrees to provide such services in and for the benefit of the City and its occupants during the term of this Agreement.

2. Nature and Scope of Services. The Township agrees to provide Public Safety Dispatch Services to the City at the same level as such services are provided within the

geographical boundaries of the Township. Public Safety Dispatch Services include, but are not limited to, the following: dispatching City of Sylvania Police and Service Department resources on emergency incidents, tracking and documenting the activity of Township personnel providing dispatch services to Sylvania on incidents, verification of warrants, providing communication support on incidents, including requesting tow trucks as needed by officers, providing statistical information on incident activity to the Sylvania City Police Chief on an as requested basis, maintaining dispatching services to be police LEADS capable, handling non-emergency calls by transferring them to voicemail for City to respond to after 7:00 a.m. Additionally, Township agrees to conduct all Public Safety Dispatch Services and PSAP operations in accordance with federal, state, and local law and within Federal, State and Local standards for said services.

3. Personnel. Township shall provide all personnel necessary to provide Public Safety Dispatch Services to City from 3:00 p.m. to 7:00 a.m. (i.e., afternoon and midnight shifts) seven days per week. In the event of an emergency requiring additional dispatch services on the 7 a.m. to 3 p.m. shift, the City would compensate the township at a rate of \$50 per hour. Township agrees to devote professionally trained personnel and resources sufficient to perform such services and to meet the need of Public Safety Dispatching Services in the City. Township shall be the employer of all personnel performing such dispatching services pursuant to this Agreement and shall ensure the dispatching personnel have the necessary training and certifications required to provide Public Safety Dispatch and PSAP Services.

4. Manner of Providing Dispatching Services. Township shall dispatch calls for service and dispatch public safety personnel in a manner consistent with City Police CAD system response plan.

5. Payment for Services. In consideration of Township's performance of these services, City will pay to Township the sum of Eleven Thousand Dollars (\$11,000.00) per month for the provision of Public Safety Dispatch Services daily from 3:00 p.m. to 7:00 a.m. Any additional services provided will be charged at a rate of \$50.00 per hour. Said sum shall be due and payable the first of each month and submitted to and received by the Township no later than the 10th of each month.

6. Contract Term and Renewal. The term of this Agreement shall be for an initial period of six (6) months commencing March 1, 2021 and expiring August 31, 2021 (the "Initial Term"). This Agreement may be renewed on a month-to-month basis upon the same terms and conditions as applicable in the Initial Term. Either City or Township may terminate this Agreement effective at the end of the Initial Term or any renewal term upon the giving of thirty (30) days written notice to the other party prior to the end of the Initial or any renewal term. Otherwise, this Agreement shall automatically renew.

7. Termination. This Agreement shall terminate upon the consolidation of Lucas County 911 Dispatch services, currently expected to be on or around September 1, 2021. However, in the event the consolidation occurs before its anticipated date, this Agreement is hereby terminated. For purposes of termination consolidation shall include, but not be limited to: (i) the point at which the Township dispatch staff and services has been relocated to the Lucas County 911 Regional Council of Governments, or; (ii) the Township dispatch staff and services is in the process of being relocated to the Lucas County 911 Regional Council of Governments or the Township dispatch staffing level decreases to the extent the Township is no longer able to provide the services to the City as provided herein,.

8. No Delegation or Assignment. No delegation of duties and no assignment or other transfer of any right or obligation under this Agreement shall be made by either party without the Agreement of the other party. Any attempt to delegate a duty or to assign or transfer any such right or obligation without the express consent of the other party shall be a breach of this Agreement and of no effect.

9. Liability. In the event of liability for damages arising out of bodily injury or death to person or persons or damage to property caused by or resulting from the concurrent negligence of both parties, each party's liability hereunder shall be proportionate to the extent of each party's own negligence. City and Township each agree that its respective obligation under this section extends to any claim, demand or cause of action brought by or on behalf of any of its employees. The provisions of this section shall survive the expiration of the Agreement.

10. Entire Agreement. This Agreement together with any exhibits, which are hereby incorporated by reference as if fully set forth herein, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by the duly authorized representatives of both parties hereto.

11. Notices. All notices to the respective parties with respect to any matter concerning this Agreement shall be addressed to the following or to such other address as a party has advised the other in writing:

City of Sylvania: Director of Law
 City of Sylvania
 6730 Monroe Street
 Sylvania, Ohio 43560

Sylvania Township: Sylvania Township Administrator
 4927 Holland-Sylvania Rd.
 Sylvania, Ohio 43560

12. Third Parties Unaffected. This Agreement is intended solely for the benefit of the parties hereto. There is no intent to benefit or to confer any right of action upon any third parties.

13. Good Faith. The parties to this Agreement expressly undertake an obligation to act in good faith toward one another in all matters arising under or pursuant to this Agreement.

14. Governing Law. This Agreement shall be construed under and in accordance with the laws of the State of Ohio.

15. Miscellaneous. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and complete copy hereof.

16. Resolutions and Ordinances. The City has authorized this Agreement and the signing thereof, by Ordinance No. _____, passed _____, by the Council of the City of Sylvania. Township has authorized this Agreement and the signing thereof by Resolution adopted by its Board of Trustees this _____ day of _____, 2021.

Witnesses as to the City of Sylvania:

Witnesses as to Sylvania Township:

THE CITY OF SYLVANIA

By _____
Craig A. Stough, Mayor

By _____
Toby A. Schroyer, Director of Finance

SYLVANIA TOWNSHIP

By _____
Oliver Turner, Administrator

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by Craig A. Stough, Mayor, and Toby A. Schroyer, Director of Finance, respectively, of the City of Sylvania, an Ohio Municipal Corporation, on behalf of the corporation.

Notary Public

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by Oliver Turner, Administrator of Sylvania Township organized under the laws of the State of Ohio, on behalf of said Township.

Notary Public

This Instrument Prepared By:
Leslie B. Brinning, Director of Law
City of Sylvania
6730 Monroe Street
Sylvania, Ohio 43560
(419) 885-7865

ORDINANCE NO. 20 -2021**AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO A CUSTOMER SUPPLY AGREEMENT FOR THE PROVISION OF NATURAL GAS TO RESIDENTIAL AND SMALL COMMERCIAL CUSTOMERS WITHIN THE CITY OF SYLVANIA BEGINNING IN MAY, 2021; AND DECLARING AN EMERGENCY.**

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

WHEREAS, since 2003, NOAC has saved residents and small business customers in the aggregation approximately \$18,000,000 on their natural gas bills versus the Columbia tariff price; and,

WHEREAS, Ordinance No. 20-2019, passed by Sylvania City Council on March 4, 2019, authorized the Mayor and Director of Finance to enter into an Agreement with Volunteer Energy Services, Inc. to act as the City’s Natural Gas Aggregation supplier for a twenty-four month period beginning in May, 2019 and ending in April, 2021; and,

WHEREAS, in anticipation of the expiration of our current Agreement with Volunteer Energy, NOAC’s consultant, Palmer Energy, recently issued a request for proposals and received five responses to said request; and,

WHEREAS, the NOAC member communities have met and reviewed the proposals with Palmer Energy and Palmer Energy recommends moving forward in the contract review and evaluation process with both Volunteer and Constellation to further evaluate and determine which supplier will offer the best savings for the residential and small commercial consumers in the City of Sylvania.

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

SECTION 1. That the Mayor and the Director of Finance be, and they hereby are, authorized to enter into a Customer Supply Agreement with Volunteer or Constellation, subject to final review and approval of the Director of Law and the City's consultant, Palmer Energy to supply natural gas to City of Sylvania consumers enrolled in its opt-out aggregation program.

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

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

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

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

Vote on passage as an emergency measure: 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



February 10, 2021

NOAC Natural Gas RFP for June 2021 Gas Usage Start

Current NOAC Agreement

- ❖ Volunteer is the current supplier through customers' May 2021 gas usage (two-yr. term).
- ❖ Current contract price (pre-TCO rate case) = NYMEX + a fixed adder of \$1.05/MCF.
 - COH adder in 19/20 was + \$1.18/MCF.
- ❖ COH Adder dropped to + \$1.07/MCF for 20/21 gas delivery year.
- ❖ **Est. total savings on current contract is \$1.1 million (not including TCO case).**
- ❖ COH Adder increases to NYMEX + \$1.70/MCF starting in April 2021 (including TCO case).

RFP Results: RFP Sent to 11 potential suppliers.

Offer #	Supplier	Term (Months)	Basis Offer (per MCF)	Future Potential Refunds Pending FERC/TCO Ruling?	Est. Annual Increase vs. Current Contract (per acct.)	Est. Annual Savings vs. 21/22 COH SCO Adder (per acct.)	Est. Annual Program Savings vs. 21/22 COH SCO Adder
1	Constellation	24	\$1.510	No	(\$52)	\$21	\$1.68 million
2	Constellation	12	\$1.580	No	(\$60)	\$14	\$1.06 million
3	Volunteer	24	\$1.589	Yes	(\$61)	\$12	\$0.98 million
4	Volunteer	22	\$1.593	Yes	(\$61)	\$12	\$0.95 million
5	Volunteer	12	\$1.605	Yes	(\$62)	\$11	\$0.84 million

Table Notes:

- *Figures in red = Est. losses, not savings. Figures in black = Estimated savings.
- *Program savings est. presume COH adder is \$1.70/MCF, avg. cust. use is 105 MCF/yr., & 79,000 participants.
- *Gas usage and customer counts based on last 12 months of NOAC participants' data.
- *All offers include no termination fees for customers leaving mid-contract term.
- *No fixed pricing offers received from responding suppliers.
- *Pricing includes consulting fee for Palmer.



COH Auction History

Start		Finish	Adder Price	Start		Finish	Adder Price
Apr-10	thru	Mar-11	\$ 1.93	Apr-16	thru	Mar-17	\$ 1.43
Apr-11	thru	Mar-12	\$ 1.88	Apr-17	thru	Mar-18	\$ 1.45
Apr-12	thru	Mar-13	\$ 1.53	Apr-18	thru	Mar-19	\$ 1.23
Apr-13	thru	Mar-14	\$ 1.29	Apr-19	thru	Mar-20	\$ 1.18
Apr-14	thru	Mar-15	\$ 1.40	Apr-20	thru	Mar-21	\$ 1.07
Apr-15	thru	Mar-16	\$ 1.29	Apr-21	thru	Mar-22	\$ 1.70

Note: 2010/11 & 2011/12 adders reflect additions of non-temperature balancing service.

TCO Rate Increase

- Columbia Gas Transmission, LLC (“TCO”) filed a major rate increase with the Federal Energy Regulatory Commission (“FERC”) in July 2020.
 - ~78% increase to base rates for firm transport service (“Choice”) customers.
 - ~35% increase to pipeline storage costs.
- Columbia Gas of Ohio, Vectren Energy Delivery of Ohio, & Dominion WOG utility systems are included in the TCO downstream delivery system.
- Rate filing was met with heavy opposition from suppliers and various intervenors.
- Decision deadline was set in the federal court system for November 2021.
- TCO opted to bypass this timeline and officially publish tariff increases effective Feb 1st, 2021.
- All Choice customers in COH, VEDO, & WOG will see corresponding price increases.
 - Affects COH SCO customers starting April 2021.
 - COH SCO adder jumping from \$1.07/MCF in 20/21 to \$1.70/MCF in 21/22.
- Volunteer Energy confirmed pass-through increases via the Regulatory Event clause in supply contracts starting with customers’ Feb 2021 invoices.
 - Feb 2021 program adder adjusted by Volunteer from + \$1.05/MCF to + \$1.765/MCF.
- Palmer working on:
 - Evaluating legality of this occurrence as a “Regulatory Event”.
 - Reviewing Volunteer’s calculations starting with Feb 2021 invoices.
 - Coordinating customer communication.
 - Ensuring proper refund processes when final ruling comes from the FERC.
- Final FERC ruling currently anticipated in early-2022 per the PUCO.



Proposal Evaluation

24-month terms are generally the focus if savings are attainable across two winters.

- Savings estimates based on the current COH SCO adder - COH adder resets each April so savings for April 2022 – May 2023 (14 months) not guaranteed.
- FERC more likely than not to dictate TCO to lower currently published tariffs – How much is the question. Timing is also key (will current tariffs extend into the 2022/2023 SCO auction?).
- Lower TCO rates starting in 2022/2023 leads to a lower COH SCO adder (pending timing of FERC ruling), all other market factors being equal.
- A 12-month term is slightly higher in price than 24 months but insulates us from potentially lower COH SCO adder in 2022/2023 aside from final two months of the term (April/May 2022).
- Constellation won't adjust a contracted rate or issue customer refunds based on future FERC ruling.
- Volunteer would issue customer refunds based on future FERC ruling.
- Based on the initial RFP bids,
 - Offer #2 from Constellation provides a 7% discount vs. COH SCO adder.
 - Offer #5 from Volunteer provides a 5.6% discount vs. the COH SCO adder.
- The determination on supplier selection comes down to:
 - A \$0.025 per MCF spread (~\$2.50/yr. per customer) in favor of Constellation.
 - VS.
 - The potential for customer refunds from Volunteer via FERC forcing TCO's rates lower.

Constellation & Volunteer Offer Details

- 1) Refresh mailers to be sent around October each year to enroll customers before winter.
- 2) No Early Termination Fees.
- 3) Customers allowed to opt-in during the term.
- 4) Suppliers reserve right to adjust pricing if COH's BTU value or fuel retainage factor change materially. Small likelihood and new opt-out is required to trigger this adjustment.

Recommendation

- Coordinate timing for execution with communities.
- Verify Volunteer contract terms.
- Contract with Volunteer Energy for a 12-month term (June 2021 – May 2022 gas).
- Contracts need to be executed by around March 8, 2021 to get gas flowing for a June gas usage/May meter read program start date.

7a



DEPARTMENT OF PUBLIC SERVICE

KEVIN G. ALLER, PE DIRECTOR

March 1, 2021

To: The Mayor and Members of Sylvania City Council

Re: **Professional Engineering Services Proposal**
LUC-Dellbrook-Dornell-Hollybrook-Marshall Improvements

Dear Mr. Mayor and Council Members:

At the December 21, 2020 meeting City Council authorized the Service Department to request Letters of Interest (LOI's) from consultants to provide engineering services for roadway and utility improvements to Dellbrook Drive, Dornell Drive, Hollybrook Lane, and Marshall Road.

During the solicitation we received LOI's from seven (7) engineering consultants. The Service Department reviewed, scored, and ranked all LOI's and selected Fishbeck as the most highly qualified firm. Subsequently the Service Department entered into scope of services and fee negotiations.

We have completed those negotiations and Fishbeck has prepared two proposals to complete the requested scope of services. The first proposal includes the topographic survey and geotechnical engineering for all four roadways and the design engineering for Hollybrook Lane and Marshall Road. The proposal amount for this scope of work is \$88,905.

The second proposal covers the design engineering for Dellbrook Drive and Dornell Drive only. The proposal amount for this scope of work is \$50,462. It would be our intent to program this into our 2022 capital improvement program budget. As a reminder, construction for Hollybrook Lane and Marshall Road is scheduled for 2022 and Dellbrook Drive and Dornell Drive is scheduled for 2023.

We would recommend approval of the first proposal in the amount of \$88,905 with Fishbeck using account number 401-7610-53503. Please call with any questions.

Sincerely,

Kevin G. Aller, P.E.

Director of Public Service

February 24, 2021

Joseph E. Shaw, PE, PS
Deputy Director
City of Sylvania Department of Public Service
6730 Monroe St
Sylvania, OH 43560

Fee Proposal for Professional Services – Revised
LUC-Dellbrook/Dornell/Hollybrook/Marshall Improvements

Dear Joe:

On behalf of the Fishbeck team, I am pleased to submit our Fee Proposal for the referenced project. We are confident we can deliver exceptional services, while meeting the project goals within your anticipated schedule and available budget. We have reviewed the scope of services document, performed a site visit to gain a full understanding of the project needs, and believe you will find our proposal thoroughly describes the services we will provide to the City.

The attached fee proposal includes a detailed summary of tasks, personnel, and estimated labor hours in spreadsheet format following the scope of services document provided by the City. The proposed not-to-exceed estimated fee is hourly billing rates plus reimbursable expenses. In consideration of the City's capital improvement budget, Fishbeck has agreed to split the work for this improvement into two separate parts to be completed in 2021 and 2022. This year, we will perform the survey of the entire project area and prepare plans for Marshall and Hollybrook. The remaining portion of the project, including the design development for Dellbrook and Dornell, is anticipated for 2022.

We are available to begin as soon as you provide us with an authorization to proceed. Invoices will be submitted every four weeks and payment is due upon receipt. We are confident our assembled team can provide you with outstanding technical quality to cover all required tasks for this project and ensure critical factors are satisfied and understood.

Thank you for the opportunity to participate in your professional services procurement process! If you have any questions or require additional information, please contact me at 937.802.3280 or jmihelcic@fishbeck.com.

Sincerely,



Joshua Mihelcic, PE, PS
Project Manager

Attachments: Fishbeck Fee Spreadsheet
Subconsultant Information – TTL Associates, Inc.
City of Sylvania Scope of Services

By email

Copy: Michael L. Berrevoets, PE – Fishbeck
Robert Rusnak, PE – Fishbeck

Proposed Consultant Fees Labor and Summary

Project: LUC-Hollybrook-Marshall
 Client: City of Sylvania
 Consultant: Fishbeck
 Date: 2/24/2021

Legend and Billing Rate (Year 2020)	
Personnel Category	Rate
S2 = 2 Person Survey Crew	\$182
PE = Civil Engineer, PE	\$122
E = Staff Engineer, EI	\$93
PM = Senior Project Manager, PE	\$200
PS = Senior Surveyor, PS	\$180

SURVEYING & ENGINEERING SERVICES

Topographic Survey	PM	PE	E	PS	S2	Total Hours	Total Cost
Establish Horizontal and Vertical Control				6	12	18	\$3,264
Recovery of Existing Monuments				4	10	14	\$2,540
Courthouse Research			4	4		8	\$1,092
Resolve Existing ROW/Property Lines			8	16		24	\$3,624
Topographical Survey				4	50	54	\$9,820
Basemap Creation			30	4		34	\$3,510
Field Check of Topographic Survey and Pipe Survey		8			8	16	\$2,432
Calling OUPS and Preliminary Utility Coordination		8			4	12	\$1,704
Subtotal	0	16	42	38	84	180	\$27,986
Hollybrook and Marshall Design & Plan Development	PM	PE	E	PS	S2	Total Hours	Total Cost
Title Sheet (1)		2	4			6	\$616
Typical Sections (1)		2	4			6	\$616
General Notes and Details (4)		4	4			8	\$860
General Summary (1)		4	8			12	\$1,232
Subsummaries & Calculations (3)		24	40			64	\$6,648
Stormwater Drainage Design		8	16			24	\$2,464
Plan & Profile (6)		42	140			182	\$18,144
Cross Sections (50' Spacing and @ Drives) (10)		24	54			78	\$7,950
Intersection Details (2)		8	24			32	\$3,208
City & Utility Coordination		6				6	\$732
Cost Estimate		8	24			32	\$3,208
Internal Reviews (QA/QC)	6					6	\$1,200
Plan Reviews & Modifications	1	4	8			13	\$1,432
Meetings	4	4	4			12	\$1,660
Coordination of Geotechnical Services		2				2	\$364
Subtotal	11	142	330	0	0	483	\$50,334
Drainage Easement	PM	PE	E	PS	S2	Total Hours	Total Cost
Legal Descriptions & Closure Calculations (Assume 2)			2	6		8	\$802
Signed and Sealed Drawings (Assume 2)			6	4		10	\$1,104
Subtotal	0	0	8	10	0	18	\$1,906

Total Survey & Engineering Costs:	\$80,226
Geotechnical Subconsultant Costs:	\$7,820
Total Direct Costs:	\$859
Total Services:	\$88,905

7b

ORDINANCE NO. 21 -2021

ACCEPTING THE PROPOSAL OF FISHBECK TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE DELLBROOK – DORNELL – HOLLYBROOK – MARSHALL IMPROVEMENT PROJECT; APPROPRIATING FUNDS THEREFORE IN THE AMOUNT OF \$88,905; AND DECLARING AN EMERGENCY.

WHEREAS, at the December 21, 2020 meeting of Sylvania City Council, the Director of Public Service was authorized to request Letters of Interest from engineering firms to provide surveying and engineering design services for the Dellbrook Drive, Dornell Drive, Hollybrook Lane and Marshall Road Improvements; and,

WHEREAS, the Director of Public Service received seven (7) Letters of Interest from engineering consultants and after reviewing, scoring and ranking the firms who responded determined that Fishbeck was the most highly qualified firm; and,

WHEREAS, Fishbeck has prepared two proposals to complete the services requested – the first includes the topographic survey and geotechnical engineering for all four roadways and the design engineering for Hollybrook Lane and Marshall Road at a cost of \$88,905 and the second covers the design engineering for Dellbrook Drive and Dornell Drive at a cost of \$50,462; and,

WHEREAS, the Director of Public Service, by report dated March 1, 2021, has recommended that the first proposal in the amount of \$88,905 for the topographic survey and geotechnical engineering for all four roadways as well as the design engineering for Hollybrook Lane and Marshall Road be accepted and the second proposal in the amount of \$50,462 be included in the 2022 capital improvement budget.

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 in the amount of Eighty-Eight Thousand Nine Hundred Five Dollars (\$88,905.00) for providing engineering services for roadway and utility improvements to Dellbrook Drive, Dornell Drive, Hollybrook Lane and Marshall Road, is hereby accepted.

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

SECTION 3. That to provide funds for said consultant services hereby authorized, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore appropriated to **Account No. 401-7610-53503, Street Improvements** the amount of Eighty-Eight Thousand Nine Hundred Five Dollars (\$88,905.00)

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

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

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

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 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

8a

February 23, 2021

To: The Mayor and Members of Sylvania City Council

Re: **2021 Sidewalk Replacement Program**

Dear Mr. Mayor and Council Members:

We had requested bids from five local companies for our 2021 Sidewalk Replacement program and received one proposal.

The bid was received from Scott's Quality Concrete, Sylvania, Ohio in the amount of \$24,375.

The program will replace sidewalks raised by street trees throughout the City.

The funds are available in Capital Improvement 401-7615-53530 and the work will be completed this spring. We recommend award of the 2021 Sidewalk Replacement Program to Scott's Quality Concrete in the amount of \$24,375.

Please call if you have any questions.

Sincerely,

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

City of Sylvania, OH

Price Proposal Document

2021 Sidewalk Replacement Program

Each bidder shall fill out this page and submit it to the City of Sylvania's Division of Parks and Forestry
8425 Sylvania-Metamora Rd. Sylvania, OH 43560 prior to 4:00PM Friday February 19th, 2021.
Participants will be notified by mail of the winning bid the week of February 22nd, 2021.

Please fill in all of the fields listed.

Please PRINT.

Company Name

Scott's Quality Concrete, Inc.

Address

PO Box 357

Sylvania, Oh 43560

Phone

(419) 885-8871

Email

Cassie.ScottsQualityConcrete@gmail.com

Bid for completion of sidewalk work (Exhibit A.).

\$ 24,375.⁰⁰

Bid compiled and certified by:

Signature

Cassandra A. Muehlfeld

Print Name

Cassandra A. Muehlfeld

Title

Estimator / Comp. Admin.

86

ORDINANCE NO. 22 -2021

ACCEPTING THE PROPOSAL OF SCOTT'S QUALITY CONCRETE AND AWARDING THE CONTRACT FOR THE 2021 SIDEWALK REPLACEMENT PROGRAM TO SAME; AUTHORIZING THE EXPENDITURE FOR THE IMPROVEMENTS IN THE AMOUNT OF \$24,375; APPROPRIATING FUNDS THEREFORE; AND DECLARING AN EMERGENCY.

WHEREAS, plans for the 2021 Sidewalk Replacement Program have been completed and are now on file with the Clerk of this Council; and,

WHEREAS, the Director of Public Service, by report dated February 23, 2021, stated that he requested proposals from five local companies for the 2021 Sidewalk Replacement Program and one proposal was received:

COMPANY

PRICE

Scott's Quality Concrete

\$ 24,375.00

WHEREAS, the proposal offered by the above company meets all of the City's specifications and the Director of Public Service, by report dated February 23, 2021, has recommended acceptance of the proposal submitted by Scott's Quality Concrete and that the contract for the 2021 Sidewalk Replacement Program 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 proposal of Scott's Quality Concrete, Sylvania, Ohio for said 2021 Sidewalk Replacement Program, in the amount of Twenty-Four Thousand Three Hundred Seventy-Five Dollars (\$24,375.00), is hereby determined to be the lowest and best proposal 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 company named in Section 1 above for the furnishing of such labor and materials in accordance with said proposal.

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. 401-7615-53530, Sidewalk Improvements**, the total sum Twenty-Four Thousand Three Hundred Seventy-Five Dollars (\$24,375.00).

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 proposal of Scott's Quality Concrete should be accepted immediately so as to provide for the commencement of the 2021 Sidewalk Replacement Project at the earliest possible time. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2021, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

ORDINANCE NO. 23 - 2021

AUTHORIZING AN AGREEMENT WITH ZAMBELLI FIREWORKS MANUFACTURING CO. FOR THE INDEPENDENCE DAY CELEBRATIONS ON JULY 3, 2021, JULY 3, 2022 AND JULY 3, 2023 AT CENTENNIAL TERRACE AND QUARRY; AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO SIGN AN AGREEMENT FOR THE FIREWORKS DISPLAY WHICH WILL COST THIRTY-FIVE THOUSAND DOLLARS (\$35,000); RATIFYING THE CANCELLATION OF THE INDEPENDENCE DAY CELEBRATION THAT WAS SCHEDULED FOR JULY 3, 2020; AUTHORIZING A 50% DEPOSIT PAYMENT FOR EACH YEAR'S FIREWORKS DISPLAY DUE IN FEBRUARY OF EACH CALENDAR YEAR WHICH WILL BE SHARED BY THE CITY, SYLVANIA TOWNSHIP, COCA-COLA CORPORATION, THE SYLVANIA AREA JOINT RECREATION DISTRICT AND AREA BUSINESSES; AND DECLARING AN EMERGENCY.

WHEREAS, Ordinance No. 15-2020, passed March 16, 2020, authorized an Agreement with Zambelli Fireworks Manufacturing Co. for the Independence Day Celebrations on July 3, 2020, July 3, 2021, and July 3, 2022 at Centennial Terrace and Quarry; and,

WHEREAS, due to the coronavirus pandemic and the Governor's recommendations regarding gathering size and social distancing, and after consultation with representatives from the Sylvania Area Joint Recreation District, Sylvania Township, the Sylvania Township Police Chief, Sylvania City Police Chief, and Sylvania Township Fire Department, it was recommended to cancel the Independence Day Celebration and fireworks display for July 3, 2020 at Centennial Terrace; and,

WHEREAS, the City and Zambelli Fireworks have proposed to extend the contract to the year 2023 at no additional cost to the City for canceling this year's fireworks display; and,

WHEREAS, Ordinance No. 37-2020, passed June 1, 2020, authorized an Agreement with Zambelli Fireworks Manufacturing Co. for the Independence Day Celebrations on July 3, 2021, July 3, 2022 and July 3, 2023 at Centennial Terrace and Quarry and to cancel the Independence Day Celebration scheduled for July 3, 2020; and,

WHEREAS, Zambelli Fireworks Manufacturing Co. presented to the Mayor and Director of Finance a Contract Extension to extend the fireworks contract to include July 3, 2023 and a Contract Addendum for Covid-19 – Display Cancellation/Postponements, copies of which are attached hereto; and,

WHEREAS, the total display will cost Thirty-Five Thousand Dollars (\$35,000) per year with the City of Sylvania, Sylvania Township, Coca-Cola Corporation, the Sylvania Area Joint Recreation District and other area businesses all contributing to the cost of the fireworks display.

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

SECTION 1. That the Mayor and Director of Finance be, and they hereby are, authorized and directed to enter into the Contract Extension and Contract Addendum for Covid-19 – Display Cancellation/Postponements with Zambelli Fireworks Manufacturing Co. in the form and substance of forms attached hereto providing that Zambelli Fireworks Manufacturing Co. will provide a fireworks display on July 3, 2021, July 3, 2022 and July 3, 2023, for a payment by the City to Zambelli Fireworks Manufacturing Co. of Thirty-Five Thousand Dollars (\$35,000) per year with the City making a 50% deposit payment annually by February 28, 2022 and 2023. The deposit payment was made for 2020 and, since that display was cancelled, it was credited for 2021's display.

SECTION 2. That to provide funds for said fireworks, there is hereby appropriated from the **SPECIAL PROJECTS FUND** from funds therein not heretofore appropriated to **Account No. 110-7320-51294 - Community Programs**, the total sum of Thirty-Five Thousand Dollars (\$35,000.00) annually for the years 2021, 2022 and 2023 - it being understood that the City of Sylvania shall receive contributions from Sylvania Township, the Sylvania Area Joint Recreation District, the Coca-Cola Corporation and other area businesses to apply to the total contract price and when received will be credited to said Account.

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

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

SECTION 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the contract should be authorized forthwith so as to assure the City of the Independence Day fireworks display scheduled for July 3, 2021, July 3, 2022 and July 3, 2023. 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:

Clerk of Council

APPROVED:

APPROVED AS TO FORM:

Mayor

Director of Law

Date

ORDINANCE NO. 24 -2021

AUTHORIZING THE DONATION OF L3 EQUIPMENT TO THE SYLVANIA TOWNSHIP POLICE DEPARTMENT; DETERMINING SAID PROPERTY TO BE OF NO FURTHER USE TO THE CITY OF SYLVANIA; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Sylvania previously purchased L3 microphones, cameras and DVR units for the Police Department; and,

WHEREAS, this equipment has been replaced by the City of Sylvania Police Department with the purchase of the new body cameras and, therefore, is of no further use to the City; and,

WHEREAS, the Chief of Police has recommended that 6 mic pack racks, 25 mic packs, 25 mic pack bases and charges, 2 vehicle mic pack base wiring, 25 lapel mics, 9 rear seat cameras, vehicle antennae, 3 in-car cameras, 3 in-car monitors, 3 roll call cameras and 11 DVR units be donated to the Sylvania Township Police Department.

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

SECTION 1. That it is hereby determined that the City of Sylvania no longer needs the L3 equipment.

SECTION 2. That the Mayor and Director of Finance be, and they are hereby are, authorized to donate that 6 mic pack racks, 25 mic packs, 25 mic pack bases and charges, 2 vehicle mic pack base wiring, 25 lapel mics, 9 rear seat cameras, vehicle antennae, 3 in-car cameras, 3 in-car monitors, 3 roll call cameras and 11 DVR units be donated to the Sylvania Township Police Department as they are of no further use to the City.

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 holsters described above are no longer needed by the City and should be donated to the Sylvania Township Police Department at the earliest possible time. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2021, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date



DIVISION OF POLICE
FREDERICK L. SCHNOOR, JR., CHIEF OF POLICE

February 24, 2021

To: The Mayor and Members of the City Council

Re: 2020 Law Enforcement Trust Fund Report
2020 Drug Law Enforcement Fund Report
2020 Federal Equitable Sharing Fund
2020 Property Seized/Forfeited Report

Pursuant to resolutions 11-90 and 12-90.

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

<u>Revenue</u>	<u>Expenditures</u>	<u>2020 Ending Balance</u>
\$21,790.64 balance from 2019	\$-0-	\$31,748.14
\$9,957.50 property/cash seizures		

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

<u>Revenue</u>	<u>Expenditures</u>	<u>2020 Ending Balance</u>
\$13,601.11 balance from 2019	\$-0- training	\$14,038.77
\$437.66 Sylvania Court mandatory fines	\$-0- equipment	
\$-0- Common Pleas Court mandatory fines	\$-0- investigations	
\$-0- other miscellaneous	\$380.00 other miscellaneous (NVHS After Prom, SCAT)	

Federal Equitable Sharing Fund (account - 229)

<u>Revenue</u>	<u>Expenditures</u>	<u>2020 Ending Balance</u>
\$46,053.75 balance from 2019	\$-0- training	\$46,163.42
\$-0- Federal seizures (USSS)	\$-0- equipment	
\$109.67 interest posted	\$-0- investigations	
\$-0- other	\$-0- leased vehicles	

Seized/Forfeited Property in 2020

Seized Property

\$62.53 forfeited cash or bond back property
\$1.00 seized this year.
\$10,356.75 Pending disposition

Disposition/Proceeds

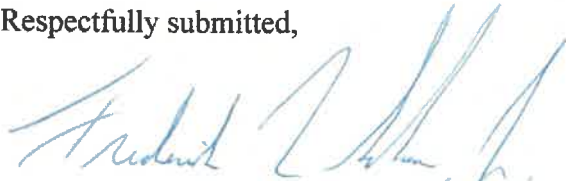
\$62.53 Forfeit to account 802
\$-0- (Pending)

Non-cash Seizures (2020)

-None

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

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Frederick L. Schnoor, Jr.", is written over a light blue grid background.

Frederick L. Schnoor, Jr., MA, CLEE
Chief of Police