

Sylvania City Council

September 7, 2021

6:15 pm. Zoning & Annexation Committee meeting

SUP-1-2021, Cell Tower

7:00 p.m. Public Hearing

SUP-3-2021, Masjid Saad Foundation

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. Richardson.
3. Additions to the agenda.
4. Approval of the regular council meeting minutes of August 16, 2021.
5. Andi Erbskorn, Executive Director of Heritage Sylvania will provide an update on a new project.
6. Maria Gagnon, Executive Director of Sylvania Prevention Alliance will provide an update.
7. Report of Public Hearing on SUP-3-2021 held at 7:00 p.m.
8. Downtown Tax Increment Financing (TIF) Update from Economic Development Director Sanford.
9. Sylvania River Trail Pedestrian Hybrid Beacon (PHB) Project.
 - a. Service Director's report on project.
 - b. Authorize the Clerk to advertise for bids.
10. Sylvania Area Chamber of Commerce Banner Application for Fall Festival.
 - a. Proposed Ordinance No. 60-2021, Approving the Banner Application of the Sylvania Area Chamber of Commerce.
11. Proposed Ordinance No. 61-2021, Authorizing to enter into an Agreement with the Board of Commissioners of Lucas County, Ohio for Electronic Monitoring Services for the Sylvania Municipal Court.

12. Police Chief Schnoor's report on 2021 purchase of Police vehicle.
 - a. Proposed Ordinance No. 62-2021, Authorizing to accept the proposal of Yark Automotive for the purchase of one new 2021 Dodge Durango for the Sylvania City Police Department.
13. Service Director's report on obsolete vehicles disposal.
 - a. Approval of vehicles to be offered for auction on GovDeals.
14. Committee reports.
15. Committee referrals.

INFORMATION

No Information.

Minutes of the Meeting of Council
August 16, 2021

The Council of the City of Sylvania, Ohio met in regular session on August, 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, Mary Westphal, Lyndsey Stough; (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:

- 11b. Schedule a Zoning & Annexation Committee meeting.
- 11c. Schedule a Street Committee meeting.

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

Agenda approval.

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

Mr. Frye moved, Mr. Richardson seconded to amend the July 16, 2021 meeting minutes by removing Ms. Stough's vote on the TARTA issue (Ordinance 46-2021); roll call vote being: Frye, Haynam, McCann, Stough, Richardson, Westphal, Cappellini; (7) yeas; (0) nays. The motion carried.

Mr. Frye presented the July 19, 2021 amended 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 July 19, 2021 be approved as amended; roll call vote being: Frye, Haynam, McCann, Richardson, Westphal, Stough, Cappellini, (7) yeas; (0) nays. The motion carried.

Approval of the
July 19, 2021
meeting minutes.

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

Law Director Brinning reported on the OneOhio, a State-local government agreement regarding opioid settlements. Mr. Haynam disclosed that he has worked for the Ohio Department of Mental Health & Addiction Services and do not believe he has a conflict of interest in voting on this matter. Mr. Frye presented and read aloud by title only, proposed Ordinance No. 56-2021, a written copy of same having been previously furnished to each member of Council, "Authorizing the Mayor and Director of Finance to enter into a Memorandum of Understanding, on behalf of the City of Sylvania, with OneOhio consistent with the terms of the July 21, 2021 National Opioid Settlement

Ordinance No.
56-2021,
Authorizing a
MOU with
OneOhio...
National Opioid
Settlement...."

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Agreement; and declaring an emergency.”; Mr. Frye moved, Mr. McCann seconded for passage of Ordinance No. 56-2021 as an emergency measure.; 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 6.

Service Director’s report on the Harroun Park River Trail Stream Restoration Extension-Great Lakes Restoration Initiative Subgrant application was placed on file. Mrs. Cappellini presented and read aloud by title only, proposed Resolution No. 9-2021, a written copy of same having been previously furnished to each member of Council, “A Resolution authorizing the Mayor and Director of Finance to prepare and submit an application to the Ohio Environmental Protection Agency for a Great Lakes Restoration Initiative Subgrant for the Harroun Park River Trail Stream Restoration Project; to execute contracts as required; and declaring an emergency”; Mrs. Cappellini moved, Mr. McCann seconded for passage of Resolution No. 9-2021 as an emergency measure; roll call vote being: McCann, Richardson, Stough, Westphal, Cappellini, Frye, Haynam, (7) yeas; (0) nays. The motion carried.

Resolution No. 9-2021,
“Authorizing an application to the OEPA for Great Lakes Restoration Initiative Subgrant... Harroun Park River Trail project...”

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

Service Director’s report on the consent legislation for the LUC-US23-11.75 Project (reconstruction and reconfiguration of Monroe Street interchange with US-23); and LUC-SR-51-11.11 Project (resurfacing of Monroe Street from the interchange project to Whiteford Road) as placed on file. Mrs. Westphal presented and read aloud by title only, proposed Ordinance No. 57-2021, a written copy of same having been previously furnished to each member of Council, “Authorizing the Mayor and Director of Finance of the City of Sylvania, Ohio, to enter into an agreement between the State of Ohio, Department of Transportation and the City of Sylvania for the US23/SR51 (Monroe Street) Interchange Improvement Project and SR51 (Monroe Street) from the termini of the Interchange Project to Whiteford Road Resurfacing Project; and declaring an emergency”; Mrs. Westphal moved, Mr. Frye seconded for passage of Ordinance No. 57-2021 as an emergency measure; roll call vote being: Richardson, Stough, Westphal, Cappellini, Frye, Haynam, McCann, (7) yeas; (0) nays. The motion carried.

Ordinance No. 57-2021,
“Authorizing agreement with ODOT for US23/SR51 Interchange Improvement Project & SR51 from US23 to Whiteford Rd Resurfacing Project....”

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

Minutes of the Meeting of Council
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Service Director's report on the LUC-US23-11.75 Project- Preliminary Engineering & Detailed Design Participation was placed on file. Mrs. Westphal presented and read aloud by title only, proposed Ordinance No. 58-2021, a written copy of same having been previously furnished to each member of Council, "Appropriating Funds in the amount of \$227,472.80 for Engineering Design Services relative to the US23/Monroe Street Interchange Project; and declaring an emergency." Mrs. Westphal moved, Mr. Haynam seconded for passage of Ordinance No. 58-2021 as an emergency measure; roll call vote being: Stough, Westphal, Cappellini, Frye, Haynam, McCann, Richardson, (7) yeas; (0) nays. The motion carried.

Ordinance No. 58-2021, "Appropriating funds for Engineering Design Svcs... US23/Monroe St. Interchange Project....."

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

Economic Development Director's report on the grant from the State of Ohio for clean-up of the former Joe's Tire Store site at 6511 Monroe Street was placed on file. Ms. Stough presented and read aloud by title only, proposed Ordinance No. 59-2021, a written copy of same having been previously furnished to each member of Council, "Appropriating funds in the amount of \$18,200 relative to the State of Ohio Abandoned Gas State Cleanup Grant Program and declaring an emergency"; Ms. Stough moved, Mr. Haynam seconded for passage of Ordinance No. 59-2021 as an emergency measure; roll call vote being: Westphal, Cappellini, Frye, Haynam, McCann, Richardson, Stough, (7) yeas; (0) nays. The motion carried.

Ordinance No. 59-2021, "Appropriating funds re: State of Ohio Abandon Gas Station Cleanup Grant Program..." (Joe's Tire, 6511 Monroe St.)

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

Mayor Stough presented the Plan Commission's report of approval on proposed Ordinance No. 54-2021, Amending Part Eleven-Planning and Zoning Code of the Sylvania Codified Ordinances, amending Section 1101.-Definitions and by amending Section 1153.02-Special uses. Mr. Haynam moved, Mr. Frye seconded to set the public hearing for proposed Ordinance No. 54-2021 for September 20, 2021 at 6:30 p.m. Roll call vote being: Westphal, Cappellini, Frye, Haynam, McCann, Richardson, Stough, (7) yeas; (0) nays. The motion carried.

Set Public Hearing for Ordinance No. 54-2021 for 9/20/21 at 6:30 p.m.

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

Mr. Frye reported on the Finance Committee meeting held on this date to discuss the potential TIF (Tax Increment Financing) for the Sylvania Downtown. Mr. Sanford provided update on potential location and size. Mrs. Brining provided legal information including length and percentage, along with how the schools are affected.

Finance Com. Mtg report re: TIF in Sylvania Downtown.

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August 16, 2021

Mr. Haynam moved, Mrs. Westphal seconded, to set a Zoning and Annexation Committee meeting to continue the discussion on the Northview High School/Cell Tower for September 7, 2021 at 6:15 p.m. Roll call vote being: Haynam, McCann, Richardson, Stough, Westphal, Cappellini, Frye, (7) yeas; (0) nays.

Set Z & A Com
Mtg; 9/7/21 @
6:15 p.m.

Mr. Aller reported on the Cushman Road Speed Hump postcards mailing; 33 sent out, 11 for, 4 against. Mrs. Westphal moved, Mr. Frye seconded to set a Streets Committee meeting for continued discussion on the Cushman Road Speed Humps for October 4, 2021 at 6:45 p.m. Roll call vote being: McCann, Richardson, Stough, Westphal, Cappellini, Frye, Haynam, (7) yeas; (0) nays.

Set Streets Com.
Mtg; 10/4/21 @
6:45 p.m.

Mayor Stough stated all agenda items have been addressed.

Mr. Frye moved, Mr. McCann seconded to adjourn at 8:15 p.m. Roll call vote being: Haynam, McCann, Richardson, Stough, Westphal, Cappellini, Frye, (7) yeas; (0) nays.

Adjournment.

Clerk of Council

Mayor



DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE DIRECTOR

September 7, 2021

To: The Mayor and Members of Sylvania City Council

Re: **Sylvania River Trail Pedestrian Hybrid Beacon (PHB) Project**

Dear Mr. Mayor and Council Members:

The bidding documents for the above referenced project are complete and ready for advertisement.

The project consists of installing a pedestrian hybrid beacon signal on Harroun Road at the Sylvania River Trail crossing with construction scheduled for 2022. We anticipate the project being fully completed by the Memorial Day holiday.

The estimated cost of the project, \$110,697.79, will be paid from account 401-7610-53503 as part of our Capital Improvement Plan. We will also receive approximately \$26,500 in OPWC grant funds for the project.

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

Sincerely,

Kevin G. Aller, P.E.

Director of Public Service

City of Sylvania

STREET BANNER APPLICATION/PERMIT

Name of Organization: Sylvania Area Chamber of Commerce

Contact Person: Tiffany Scott

E-mail: TScott@SylvaniaChamber.org Phone: 419-882-2135

Explanation of the Qualifying Event*: 35th Annual Syl. Fall Festival

Dates of Event: Oct. 16-17

Installation & Removal Dates of Banner: Sunday Sept. 24 - Oct. 24 (rain date)
[maximum four (4) weeks]

Banner Location: ☐ Monroe Street Fee: \$100.00 (Installation by Applicant)

☒ Main Street Fee: \$700.00 (Installation by City of Sylvania)

Text of Banner: Fall Festival - 3rd weekend in Oct.
Here in Downtown

Company Installing Banner (Monroe Street Only): _____

Address: _____

Email: _____ Phone: _____

Fax: _____

Insurance on File: _____

Edison Approval: _____

City Approval: _____

The banner and installation shall meet the attached specifications.

- * The purpose of the banner installation shall be one of the following reasons:
- A Sylvania charitable or civic event.
 - Banners may not be installed for private commercial or political gain.

For Waiver

FALL FESTIVA

RD WEEKEND IN OCTOBER, HERE IN DOWNTOWN

10a

ORDINANCE NO. 60 -2021

APPROVING THE BANNER APPLICATION OF THE SYLVANIA AREA CHAMBER OF COMMERCE; AUTHORIZING THE ZONING ADMINISTRATOR TO INDICATE SUCH APPROVAL ON BEHALF OF THE CITY OF SYLVANIA; AND DECLARING AN EMERGENCY.

WHEREAS, Resolution No. 19-2000, passed June 5, 2000, granted permission to install banners in the public right-of-way on the Toledo Edison poles located on Monroe Street by Wendy's across to the area in front of Country Squire Plaza (near the intersection of Corey Road and Monroe Street); and,

WHEREAS, Resolution No. 19-2000 provided that the applications were to be reviewed on an application-by-application basis and set forth the criterion on which the applications were to be considered; and,

WHEREAS, Ordinance No. 20-2018, passed May 21, 2018, amended Part Eleven – Planning and Zoning Code of the Codified Ordinances of Sylvania, 1979, as amended, by amending Section 1166.07 – Standards for Permitted Signs to permit banners to be installed in the downtown; and,

WHEREAS, the Sylvania Area Chamber of Commerce has submitted a request to hang a banner within said public right-of-way to promote the Fall Festival on October 16-17, 2021; and,

WHEREAS, the banner will hang from September 26, 2021 – October 24, 2021 and will comply with all of the terms and conditions set forth in Resolution No. 19-2000 and Ordinance No. 20-2018.

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

SECTION 1. That the application of the Sylvania Area Chamber of Commerce to hang a banner on across the downtown block of Main Street between Maplewood Avenue and Monroe Street is found to comply with Section 1166.07(h)(2)(A)(1) and is hereby approved.

SECTION 2. That the Zoning Administrator is authorized to sign said permit granting permission to proceed under the application hereby approved.

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 permission should be granted immediately to provide for the immediate installation of the banner. 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

11

ORDINANCE NO. 61 -2021

**AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE
TO ENTER INTO AN AGREEMENT WITH THE BOARD OF
COMMISSIONERS OF LUCAS COUNTY, OHIO FOR ELECTRONIC
MONITORING SERVICES FOR THE SYLVANIA MUNICIPAL COURT;
AND DECLARING AN EMERGENCY.**

WHEREAS, Lucas County has implemented an Electronic Monitoring Program for pretrial and sentenced defendants; and,

WHEREAS, Sylvania Municipal Court wishes to utilize Lucas County's Electronic Monitoring Program to provide supervision services for pretrial and sentenced defendants; and,

WHEREAS, the agreement provides for twenty-five (25) units of electronic monitoring at the cost of \$13.00 per day per defendant and twenty alcohol monitoring devices at a cost of \$13.00 per day per defendant, estimated to be \$213,525 for the initial term of the Agreement; and,

WHEREAS, the Board of Commissioners of Lucas County, Ohio, have submitted a proposed agreement for the supervision of Sylvania Municipal Court pretrial and sentenced defendants effective for a term of twelve (12) months from September 1, 2021 through August 31, 2022, subject to the appropriation of sufficient funds by Sylvania City Council; and,

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

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

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

SECTION 2. That the payments required to be made under said agreement shall be charged to and paid from Account No. _____, and the Director of Finance be, and he hereby is, authorized to draw his warrant or warrants against said account for such payments upon presentation of proper voucher or vouchers therefor duly approved by the

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 immediate steps are required to provide for the provision of electronic monitoring and alcohol monitoring services for pretrial and sentenced Sylvania Municipal Court Defendants should be provided 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

**AGREEMENT FOR ELECTRONIC MONITORING
SERVICES BY AND BETWEEN THE CITY OF
SYLVANIA ON BEHALF OF THE SYLVANIA MUNICIPAL COURT AND
THE BOARD OF COMMISSIONERS OF LUCAS COUNTY, OHIO
AS APPROVED BY THE LUCAS COUNTY COURT OF COMMON
PLEAS, GENERAL TRIAL DIVISION**

This Agreement is entered into this ____ day of _____, 2021 ("Effective Date") by and between the City of Sylvania (hereinafter referred to as "City"), for and on behalf of the Sylvania Municipal Court (hereinafter referred to as "SMC") and the Board of Commissioners of Lucas County, Ohio (hereinafter referred to as "Lucas County"). This Agreement addresses the provision of Electronic Monitoring for SMC's defendants through the Electronic Monitoring Program operated by Lucas County.

WHEREAS, Lucas County is authorized to implement the Electronic Monitoring Program for pretrial and sentenced defendants

WHEREAS, Lucas County has implemented such a Program through the establishment of the Electronic Monitoring Program ("EM Program"); and

WHEREAS, it has been determined that SMC will utilize the Lucas County EM Program administered by Lucas County for their pretrial and sentenced defendants, and

WHEREAS, it has been determined that participation in the Lucas County EM Program is beneficial to the City and SMC, as it ultimately aids in the protection of the community through the electronic supervision of pretrial and sentenced defendants, and

WHEREAS, the City is authorized to enter into this Agreement with Lucas County pursuant to City of Sylvania Ordinance ____ passed by Sylvania City Council on _____, 2021; and

WHEREFORE, Lucas County is authorized to enter into the Agreement pursuant to Resolution no. ____ adopted on _____, 2021.

NOW THEREFORE, for good and valuable consideration as hereinafter provided, it is agreed by the Parties as follows:

SECTION I – Scope of Services

1.1 Lucas County agrees to provide supervision services to SMC pretrial and sentenced defendants with felony or misdemeanor charges that are placed on Electronic Monitoring and will accept SMC orders for referral to the EM Program electronically. The following services will be provided as directed by SMC:

- a. Twenty-five (25) units of Electronic Monitoring with Satellite monitoring and tracking (GPS) included, 24 hours per day, at the cost of \$13.00 per day per defendant. An additional eighteen (18) units of GPS are available to SMC at no cost to SMC in exchange for the elimination of Work Release and the reduction of sentenced beds available to SMC.
- b. Twenty (20) Alcohol Monitoring, using Transdermal Alcohol Detection (TAD), devices with continuous alcohol monitoring provided 24 hours per day at the per diem cost of

\$13.00 per day. A defendant placed on both TAD and GPS will be counted as one (1) TAD unit and one (1) GPS unit.

- c. In the event that a felony defendant is bound over or indicted and the felony bond is continued and includes EM, the EM unit will no longer be counted toward SMC totals effective the date the case is bound over or indicted. If the Grand Jury returns the indictment as a misdemeanor and the case is sent back to SMC for final disposition, the EM unit will be counted toward SMC's totals upon notice of indictment.

1.2 Lucas County shall be responsible for maintaining an accurate log of each type of unit in use. If SMC exceeds forty-three (43) GPS units or twenty (20) TAD units, EM shall notify the appropriate parties at SMC via email. SMC shall not exceed its allocated number of units as described in 1.1 (a) and (b) without the express written consent of EM. SMC shall be invoiced for the approved excess units at a rate of \$15.00 per day per defendant for up to fifteen (15) additional units.

1.3 Lucas County EM staff shall be responsible for screening all pretrial and sentenced defendants for placement in the EM Program, including obtaining and verifying pretrial and sentenced defendant address, phone number and other information necessary to accomplish EM Program placement. In the event a pretrial and sentenced defendant provides information that cannot be verified, resulting in ineligibility for the EM program, the EM Program shall communicate such program ineligibility to SMC within two business days of the referral.

1.4 The Lucas County EM Program shall provide 24 hour a day/7 days a week staffing of crucial alerts as described in Exhibit X (Part One and Part Two). Upon receipt of crucial alerts that violate EM Program conditions, EM supervision staff will respond in accordance with established policy, tracking the pretrial and sentenced defendant's physical location through electronic monitoring and requesting a temporary warrant as necessary. Once the court issues its own warrant and/or orders remand of the pretrial and sentenced defendant, the Lucas County EM Program shall utilize its best efforts to return the pretrial and sentenced defendant to custody, coordinating with law enforcement as necessary. SMC shall be notified of the violation and of the defendant's return to custody, if applicable, within one business day.

1.5 The Director of the Lucas County Electronic Monitoring Program shall administer the EM Program for SMC in accordance with the policies and procedures approved by Lucas County or as modified due to exigent circumstances, maintain accurate records as to SMC participants in the EM Program, and respond to routine SMC requests for pretrial and sentenced defendant status information no later than the next business day. Updated copies of program policies and procedures shall be provided to SMC.

1.6 SMC will require pretrial and sentenced defendants participating in the EM Program to abide by the rules and requirements stated in the Lucas County Electronic Monitoring Program Client Conditions form. Updated copies of the Client Conditions form shall be provided to SMC.

1.7 SMC acknowledges the authority of the Director and staff of the Electronic Monitoring Program to administer and oversee the supervision of defendants placed on GPS and/or TAD Monitoring. Absent a separate agreement to the contrary, Lucas County will not continue supervision for pretrial or sentenced defendants whose GPS and/or TAD conditions have been removed unless it is specified in a court order.

SECTION II – Terms and Extension

2.1 This Agreement is for the Initial Term commencing as of the effective date through August 31, 2022. This Agreement shall renew automatically for two (2) consecutive one (1) year renewal terms unless terminated by either party pursuant to Section VI.

2.2 Any changes in fees and per diem rates shall be negotiated in good faith and mutually agreed upon by the Parties in writing as an amendment to this Agreement.

SECTION III – Fees, Invoicing and Reports

3.1 It is estimated that the cost for electronic monitoring for the first year of the current contract will be \$213,525. Lucas County will invoice SMC each month for the services provided pursuant to this Agreement. The invoice provided by Lucas County to SMC shall include name of a pretrial or sentenced defendant, RID, case number referred to the EM Program (or lowest case number if referred on multiple cases), type of unit, daily amount of unit, dates during the billing period the pretrial or sentenced defendant was ordered to the unit, total cost for month by pretrial or sentenced defendant and total monthly amount of fees paid by non-indigent pretrial and sentenced defendants. Any discrepancies with the amount billed shall be discussed with the Electronic Monitoring Unit Manager. SMC agrees to pay the full amount of each invoice within 30 days of receipt. Lucas County reserves the right to terminate or reduce services based on non-payment of invoices.

3.2 SMC shall pay for services for the number of units and at the rate specified in section 1.1, regardless of whether the units are all used. Lucas County EM shall collect monitoring fees owed by non-indigent pretrial and sentenced defendants. Any such fees collected shall be deducted from the amount invoiced to SMC during the next billing cycle.

3.3 Non-indigent pretrial and sentenced defendants who do not pay monitoring fees in accordance with the Client Payment Agreement shall be given a 72 hour grace period to make the payment. Continued non-payment past the grace period of a pretrial or sentenced defendant who is on a GPS unit only shall result in the pretrial or sentenced defendant being moved to one of the additional 18 GPS units, if available. If none of the additional GPS units are available or if the pretrial or sentenced defendant is on a TAD unit and continues to not pay monitoring fees past the grace period, a violation report will be sent to SMC. Any unpaid fees that accrue while a decision is being made to address nonpayment will be included in the monthly invoice to SMC.

3.4 Lucas County EM Program shall cooperate in ensuring the availability of dashboards and reports that track EM Program population, including name, RID, case numbers referred for EM, other pending cases, start and termination date of EM orders, and total number of days on EM.

3.5 Lucas County EM Program shall provide email notice within one business day for EM Program completions, violations, and failures to report for hook-ups as ordered. Email notice of a referred defendant's ineligibility for the EM program shall be communicated to SMC within two business days of the referral.

SECTION IV – Medical Treatment/Costs

All medically-related costs, including hospitalizations incurred by the pretrial and sentenced defendants while participating in the Electronic Monitoring Program, shall be the defendant's responsibility, as so ordered of each defendant by the Court. In the event the pretrial or sentenced defendant requires hospitalization, the Lucas County staff shall notify the SMC Judge that the defendant has been hospitalized and may not be available to appear in court for scheduled events. Lucas County EM staff will notify the SMC Judge when the pretrial or sentenced defendant is released from the hospital.

SECTION V – Liability

5.1 Lucas County shall be solely liable for any and all liabilities, losses, obligations, claims, damages, penalties, suits, actions, judgments, costs and expenses of whatever nature, which are incurred or brought about as a result of injury to or death of persons or damages to or loss of property caused by acts or omissions to act of Lucas County, its Officers, Agents, Servants and Employees, arising out of the performance of this Agreement, except where the separate intervening negligence of the City and SMC, its Officers, Agents, Servants, and Employees or a third party is a proximate cause of the accident, injury, death or damage to property.

5.2 The City and SMC shall be solely liable for any and all liabilities, losses, obligations, claims, damages, penalties, suits, actions, judgments, costs and expenses of whatever nature, which are incurred or brought about as a result of injury to or death of persons or damages to or loss of property caused by acts or omissions to act of the City and SMC, its Officers, Agents, Servants and Employees, arising out of the performance of this Agreement, except where the separate intervening negligence of its Officers, Agents, Servants and Employees, or a third party is a proximate cause of the accident, injury, death, or damage to property.

SECTION VI – Termination

6.1 This Agreement may be terminated by either party upon 90 day written notice.

6.2 There shall be no fees payable after the date of termination, except to the extent that services continue to be provided to participating SMC defendants subsequent to the termination date as a result of a court order.

SECTION VII – Amendment

This agreement may be amended from time to time in writing by the Parties, provided that such amendment shall be attached hereto, signed by the Parties, and become a part hereof.

SECTION VIII – Assignment

Neither Party may assign or transfer rights and obligations under this Agreement without the written consent of the other Party.

SECTION IX – Non-Discrimination

Each party to this Agreement shall not discriminate against any employee or defendant because of race, color, religion, sex, age, national origin, ancestry, disability, sexual orientation, marital status, Veteran Status, or any other status protected by law.

SECTION X – Compliance with the Laws

The City, SMC and Lucas County shall comply with all Federal and State of Ohio constitutions, laws and regulations, rules and/or the Charter of Laws of the City of Sylvania now or hereafter in force, which may be applicable to the supervision of pretrial or sentenced defendants under this Agreement. Any covenant or provision of this Agreement shall be void and unenforceable to the extent that it violates Federal or State of Ohio constitutions, laws or regulations, rules and/or the Charter of Laws of the City of Sylvania. If any provision of this Agreement is held to be invalid, such determination shall not affect the validity of the remaining provisions of this Agreement.

SECTION XI – Governing Law

This Agreement shall be governed by and interpreted under the laws of the State of Ohio, and any action or proceeding arising from this Agreement shall be commenced in a Court of competent jurisdiction located in Lucas County, Ohio.

SECTION XII – Notices

Any notice of other communications required or permitted under this Agreement will be in writing and will be deemed sufficiently given when delivered in hand, email, or three (3) days after being mailed by first-class United States mail, postage prepaid, and in each instance addressed as follows:

In the case of the City:

City of Sylvania

Attention: Leslie Brinning, Law Director

6730 Monroe Street, Suite 203

Sylvania, OH 43560

Email: city.law@cityofsylvania.com

In the case of SMC:

Sylvania Municipal Court

Attention: Christy Cole, Court Administrator/Magistrate

6700 Monroe Street

Sylvania, OH 43560

Email: ccole@sylvaniacourt.com

In the case of Lucas County:

Board of Commissioners of Lucas County, Ohio

Attention: Matt Heyrman/Cheri Kizaur

One Government Center, Suite 800

Toledo, OH 43604

Email: ckizaur@co.lucas.oh.us and mheyman@co.lucas.oh.us

Lucas County Court of Common Pleas
Attention: Brad A. Smith, Court Administrator
700 Adams St.
Toledo, OH 43604
Email: BASmith@co.lucas.oh.us

Lucas County, the City and/or SMC may from time to time change its designated recipient or address for notification purposes by giving written notice of the new designated recipient or address and the date upon which it will become effective.

SECTION XIII – Captions and Interpretations

The Article and Section captions are for reference and convenience only, and shall not enter into the interpretation of this Agreement.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed as of the date [Effective Date]. The signatories hereto affirm that they are authorized to legally bind their respective entities.

CITY OF SYLVANIA

Craig Stough, Mayor

BOARD OF LUCAS COUNTY COMMISSIONERS

Tina Skeldon Wozniak, Commissioner

Peter Gerken, Commissioner

Gary Byers, Commissioner

Approved as to Content:

Ian English, Administrative Judge,
Lucas County Common Pleas Court

Michael A. Bonfiglio, Presiding Judge,
Sylvania Municipal Court

Approved as to Form:

Leslie Brinning, Law Director, Sylvania

John Borell, Lucas County
Prosecutor's Office



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

August 30, 2021

To: The Mayor and members of Sylvania City Council

Re: 2021 Police Purchase

Dear Mr. Mayor and Council Members,

The 2021 budget included capital improvement funds of \$80,000 to purchase two police fleet vehicles. Both of the budgeted vehicles have been purchased. Since that time one of our fleet vehicles assigned to Community Affairs also was taken out of service due to age and condition. Two of the vehicles that were taken out of service have been sold at auction, the third vehicle should be auctioned off within the next 30 days.

A 2021 Dodge Ram Truck, purchased earlier this year was re-assigned to Community Affairs leaving one vehicle missing from the fleet to be assigned to administration. In July we also received a donation toward the purchase of a police vehicle which was deposited in the Capital Fund.

We have a quote from Yark Automotive for a 2021 Dodge Durango offering a price that meets or exceeds state contract pricing.

We are requesting approval for a capital expense of \$32,712.00 from fund 401-7110-53401 to replace a police vehicle.

Please call if you have any questions,

Sincerely,

Frederick L. Schnoor, Jr.
Chief of Police

12a

ORDINANCE NO. 62 -2021

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ACCEPT THE PROPOSAL OF YARK AUTOMOTIVE FOR THE PURCHASE OF ONE NEW 2021 DODGE DURANGO FOR THE SYLVANIA CITY POLICE DEPARTMENT; APPROPRIATING FUNDS THEREFORE IN THE AMOUNT OF \$32,712; AND DECLARING AN EMERGENCY.

WHEREAS, funds were included and authorized in the 2021 budget for the replacement of two police vehicles for the Sylvania City Police Department and both of those vehicles were purchased; and,

WHEREAS, in addition, one of the two fleet vehicles assigned to Community Affairs was removed from service due to the age and condition of the vehicle; and,

WHEREAS, the 2021 Dodge Ram Truck purchased earlier this year for use by Administration was re-assigned to Community Affairs resulting in one vehicle being needed for use by Administration; and,

WHEREAS, the Chief of Police, by report dated August 31, 2021, has received a proposal from Yark Automotive for one new 2021 Dodge Durango at a total cost of \$32,712.00 and has recommended approval of the proposal as this pricing is at or below state contract pricing.

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

SECTION 1. That the Mayor and the Director of Finance be, and they hereby are, authorized to sign the proposal of Yark Automotive on behalf of this City, thereby indicating such approval and acceptance for the provision of one new 2021 Dodge Durango.

SECTION 2. That to provide funds for said services hereby authorized, there is hereby allocated from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore allocated to **Account No. 401-7110-53401, Vehicles** an amount not to exceed Thirty-Two Thousand Seven Hundred Twelve Dollars (\$32,712.00).

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

requirements including Section 121.22 of the Ohio Revised Code.

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

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

Vote 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

Memo

To: The Mayor and City Council
From: Kevin G. Aller, Director of Public Safety/Service
Date: 09/07/2021
Re: Obsolete Equipment

Council Members,

The following items are no longer of use in our City operations:

2005 Ford F250 Quad Cab (Streets Department) Vin#1FTSW20525ED28965

2006 Ford F250 3/4 Ton 4x4 (Parks and Forestry) Vin# 1FTNF21587EA41662

We would request approval to dispose of the items by posting them for sale on the GovDeals website. Should we not receive any bids to purchase the items we will dispose of them either through scrap value and/or landfill disposal.

Please call if you have any questions. Thank you.