

Sylvania City Council
February 7, 2022

5:30 p.m. Employee & Community Relations Committee
SAJRD Interviews

7:00 Public Hearing – SUP-4-2021
Medical Marijuana Dispensary Facility

7:30 p.m. Council Meeting
Agenda

1. Roll call. Mr. Frye, Mr. Hansen, 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 Council meeting minutes of January 18, 2022.
5. Report of the Public Hearing for SUP-4-2021.
6. Sanitary Sewer Lining Phase 2 Project.
 - a. Service Director's report on the Ohio Water Development Authority (OWDA) Loan Application.
 - b. Proposed Ordinance No. 10-2022, Authorizing to apply for, accept, and enter into an Agreement as required for an Ohio Water Development Authority Loan for the Truck Sanitary Sewer Lining, Phase 2 Project.
7. Harroun Park Invasive Species Treatment Project.
 - a. Service Director's report on progress and additional 2-year agreement.
 - b. Proposed Ordinance No. 11-2022, Authorizing to accept the proposal of the Nature Conservancy to provide Invasive Species Treatments in Harroun Park.
8. Maplewood Avenue Reconstruction Project
 - a. Service Director's report on Construction Engineering and Inspection Services.
 - b. Proposed Ordinance No. 12-2022, Accepting proposal of American Structurepoint, Inc. to provide Construction Engineering & Inspection Services for the Maplewood Avenue Reconstruction Project.

9. Cushman Road Improvements Project.
 - a. Service Director's report on Change Order No. 2 (Final)
 - b. Proposed Ordinance No. 13-2022, Authorizing to approve Change Order No. 2 (Final) to this City's Agreement with Salenbien Trucking & Excavating, Inc. for the Cushman Road Improvement Project.
10. Elden Ditch Watershed Improvements (Phase 1)-Veteran's Memorial Field Detention Contract.
 - a. Service Director's report on Professional Surveying & Engineering Services.
 - b. Proposed Ordinance No. 14-2022, Accepting the proposal of Fishbeck to conduct professional Engineering & Survey Services for the Elden Ditch Hydraulic Study.
11. Aerial Tower Truck purchase.
 - a. Service Director's report on purchase.
 - b. Proposed Ordinance No. 15-2022, Authorizing to accept the proposal of Altec Industries, Incl for the provision of a 2022 Altec Model LR8-60 Articulating Overcenter Aerial Truck.
12. Police Officers Retention Reimbursement Agreement.
 - a. Cadet Morgan Dietrich.
 - b. Proposed Ordinance No. 16-2022. (Ordinance to be emailed prior to mtg.)
 - c. Cadet Richard Heber.
 - d. Proposed Ordinance No. 17-2022. (Ordinance to be emailed prior to mtg.)
13. Demolition Assessment Agreement - 5301 Main Street.
 - a. Proposed Ordinance No. 18-2022, Authorizing to enter into an Assessment Agreement with Mitchell P. Gorsha and Barbara A. Sutherlin for the demolition of 5301 Main St. (Ordinance to be emailed prior to mtg.)
14. Committee reports.
 - a. Employee & Community Relations Committee meeting held this date.
15. Committee referrals.
16. Committee of the Whole Executive Session to discuss possible sale of real estate.

INFORMATION

- A. TIF Meeting.
- B. January Bank Reconciliation.
- C. 4th quarter 2021 Management Reports.

Minutes of the Meeting of Council
January 18, 2022

The Council of the City of Sylvania, Ohio met in regular session on January 3, 2022 at 7:30 p.m. with Mayor Stough in the chair. Roll was called with the following members present: Mark Frye, Marcus Hansen, 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. Westphal.

Pledge of
Allegiance.

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

The following items were added to the agenda:

- Item 4a. Amended Organizational Meeting Minutes.
- Item 9a. Discussion on council appointments.
- Item 9b. Discussion on advertisement & interviews for SAJRD Appointment.
- Item 12. Executive Session to discuss sale of City-owned property.

Mr. Frye moved, Mr. McCann seconded to approve the agenda as amended; roll call vote being: Frye, Hansen, 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 January 3, 2022 Amended Organizational Meeting Minutes. Mr. Frye moved, Mr. Haynam seconded, that since the Mayor, members of Council, and others had been furnished copies of these minutes prior to this meeting, Council dispense with the reading of these minutes at this time, and the journal of the amended minutes of the Organizational meeting of January 3, 2022 be approved; roll call vote being: amended Haynam, Frye, McCann, Richardson, Stough, Westphal, Hansen, (7) yeas; (0) nays. The motion carried.

Approval of the
January 3, 2022,
Organizational
meeting minutes.

Mr. Frye presented the January 3, 2022 meeting minutes. Mr. Frye moved, Ms. Stough seconded, that since the Mayor, members of Council, and others had been furnished copies of these minutes prior to this meeting, Council dispense with the reading of these minutes at this time, and the journal of the minutes of the regular meeting of January 3, 2022 be approved; roll call vote being: Frye, McCann, Richardson, Stough, Westphal, Hansen, Haynam, (7) yeas; (0) nays. The motion carried.

Approval of the
January 3, 2022
meeting minutes.

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

Mr. Frye reported on the public hearing from January 3, 2022 regarding the Right-of-way extension at Country Place. No one was in attendance to speak either for or against the ROW extension. Ms. Reisinger, 6625 Country Place did speak in favor of the extension to Mr. Frye prior to the meeting.

Report on the
public hearing on
Country Place
ROW Extension.

Minutes of the Meeting of Council
January 18, 2022

Service Director's report on the Access Easement Agreement for the Country Place Right-of-Way extension was placed on file. Mr. Richardson presented and read aloud by title only, proposed Ordinance No. 6-2022, a written copy of same having been previously furnished to each member of Council "Accepting from Sylvania Lodge No. 1579, Loyal Order of Moose, Inc., a Warranty Deed of Right-of-Way; dedicating the same for public purposes; providing funds therefore, and declaring an emergency."; Mr. Richardson moved, Mr. Hansen seconded for passage of Ordinance No. 6-2022 as an emergency measure; roll call vote being: McCann, Richardson, Stough, Westphal, Frye, Hansen, Haynam (7) yeas; (0) nays. The motion carried.

Ordinance No. 6-2022,
"Accepting from Syl. Loyal Order of Moose, Inc a Warranty Deed of ROW..."

Mr. Richardson presented and read aloud by title only, proposed Ordinance No. 7-2022, a written copy of same having been previously furnished to each member of Council "Accepting a Perpetual Access Easement from Sylvania Lodge No. 1579, Loyal Order of Moose, Inc.; dedicating the Easement for public purposes; and declaring an emergency"; Mr. Richardson moved, Mr. McCann seconded for passage of Ordinance No. 7-2022 as an emergency measure; roll call vote being: Richardson, Stough, Westphal, Frye, McCann, Hansen, Haynam,; (7) yeas; (0) nays. The motion carried.

Ordinance No. 7-2022,
"...Accepting a Perpetual Access Easement from Syl. Loyal Order of Moose, Inc..."

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

Service Director's report on the Brint Road Resurfacing Project was placed on file. Mr. Richardson presented and read aloud by title only, proposed Ordinance No. 8-2022, a written copy of same having been previously furnished to each member of Council "Accepting the proposal of Feller Finch & Associates, Inc. for engineering services relative to the Brint Road Resurfacing Project; appropriating funds therefore in the amount of \$22,528; and declaring an emergency"; Mr. Richardson moved, Ms. Stough seconded for passage of Ordinance No. 8-2022 as an emergency measure; roll call vote being: Stough, Westphal, Frye, Hansen, Haynam, McCann, Richardson (7) yeas; (0) nays. The motion carried.

Ordinance No. 8-2022,
"...Accepting proposal of Feller Finch for engineering svcs for Brint Rd Resurfacing..."

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

Service Director's report on the Maplewood Avenue Reconstruction Project was placed on file. Mr. Richardson moved, Mr. McCann seconded to authorize the Clerk to advertise for bids for the Maplewood Avenue Reconstruction Project; roll call vote being: Westphal, Frye, Hansen, Haynam, McCann, Richardson, Stough, (7) yeas; (0) nays. The motion carried.

Authorize to advertise for bids for Maplewood Reconstruction project.

Minutes of the Meeting of Council
January 18, 2022

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

Mr. McCann moved, Mr. Frye seconded to allow Ms. Stough to push back from table due to possible conflict of interest; roll call vote being: Stough, Westphal, Frye, Hansen, Haynam, McCann, Richardson (7) yeas; (0) nays. The motion carried.

Ms. Stough pushed back from table.

Mr. Richardson presented and read aloud by title only, proposed Ordinance No. 9-2022, a written copy of same having been previously furnished to each member of Council "Accepting the Amendment to the proposal of Reveille to provide Economic Development Planning Services to study the feasibility of creating a Tax Increment Financing District; appropriating funds therefore in an amount not to exceed \$1,500; and declaring an emergency"; Mr. Richardson moved, Mrs. Westphal seconded for passage of Ordinance No. 9-2022 as an emergency measure; roll call vote being: Westphal, Frye, Hansen, Haynam, McCann, Richardson, (6) yeas; (0) nays. The motion carried.

Ordinance No. 9-2022;
"Accepting Amendment to Reveille for Econ Dev Planning Svcs..."

Ms. Stough returned to the table.

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

Mr. Frye presented and read aloud by title only, proposed Resolution No. 4-2022, a written copy of same having been previously furnished to each member of Council "Appointing Mary Westphal to the Board of Trustees of Sylvania Area Joint Recreation District (SAJRD), she being a member of the Council of this appointing political subdivision for the full calendar year of 2022; and declaring an emergency"; Mr. Frye moved, Mr. Richardson seconded for passage of Resolution No. 4-2022 as an emergency measure; roll call vote being: Frye, Hansen, Haynam, McCann, Richardson, Stough, Westphal, (7) yeas; (0) nays. The motion carried.

Resolution No. 4-2022,
"Appointing Mary Westphal to the Bd. of Trustees of SAJRD for 2022..."

Mrs. Westphal stated she will begin a review of all council appointments to serve on various Boards, i.e. Downtown Sylvania Assoc., Sylvania Area Community Services, Sylvania Arts Commission, Heritage Sylvania, etc. and will report back.

Review of Council Appointments.

Mrs. Westphal stated a need for Council to appoint a citizen to the SAJRD Board. She stated administration will advertise on the City's Facebook page, the City's website and possibly The Advantage to receive letters of interested citizens. The Employee & Community Relations Committee will review and interview and bring recommendation back to Council. The Letters of Interest will be accepted until end of day on February 2, 2022 with interviews conducted at an Employee and Community Relations Committee meeting to be held on February 7, 2022 at 5:30-6:45 p.m.

SAJRD Appointment procedure.

Minutes of the Meeting of Council
January 18, 2022

Mrs. Westphal moved, Mr. Haynam to set an Employee & Community Relations Committee meeting for February 7, 2022 at 5:30 p.m. to conduct interviews for Council's appointment to the SAJRD Board; roll call vote being: Frye, Hansen, Haynam, McCann, Richardson, Stough, Westphal, (7) yeas; (0) nays. The motion carried.

Emp & Com
Relations
Committee Mtg
scheduled for
2/7/22 @ 5:30
p.m.

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

Mr. Haynam reported on the Zoning & Annexation Committee meeting held on this date to discuss proposed Ordinance No. 77-2021, Accepting the proposal of Environmental Design Group to review the City's Zoning Code. After discussion the Committee directed Administration to go back to Environmental Design Group to provide a more limited scope and cost.

Z & A
Committee Mtg
report re:
Proposed Ord
#77-2021.

Mayor Stough stated there are no items for agenda item 11, so Council will now consider agenda item 12.

Mr. Frye moved, Mrs. Westphal seconded to enter into Committee of the Whole Executive Session for the purpose of possible sale of city-owned property at 8:10 p.m. Roll call vote being: Frye, Hansen, Haynam, McCann, Richardson, Stough, Westphal, (7) yeas; (0) nays. The motion carried.

Executive
Session for
purpose of
possible sale of
city-owned
property.

Mr. Frye moved, Mrs. Westphal seconded to return from Committee of the Whole Executive Session to General Session at 9:27 p.m. Roll call vote being: Hansen, Haynam, McCann, Richardson, Stough, Westphal, Frye, (7) yeas; (0) nays. The motion carried.

Mayor Stough stated all agenda items have been addressed.

Mr. Frye moved, Mr. Haynam seconded to adjourn at 9:28 p.m. Roll call vote being: McCann, Richardson, Stough, Frye, Hansen, Haynam, Westphal, (7) yeas; (0) nays.

Adjournment.

Clerk of Council

Mayor

6a



DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE DIRECTOR

February 7, 2022

To: The Mayor and Members of Sylvania City Council

Re: Ohio Water Development Authority (OWDA) Loan Application
Trunk Sanitary Sewer Lining Phase 2

Dear Mr. Mayor and Council Members:

In April of 2017 the City performed an inspection of our sanitary sewer system that is 15-inch diameter and larger. We discovered there were approximately 8,600 lineal feet of sanitary sewer that was rated as being in poor condition. The first phase of pipe rehabilitation has been completed and we are proceeding with Phase 2 of rehabilitating those pipes in need.

We received bids on January 14 and the lowest bid was submitted by Granite Inliner, LLC of Hilliard, Ohio in the amount of \$1,097,358.30. We have secured an Ohio Public Works Commission grant for 44.6% of the project, or \$489,421.80. The remaining cost of \$607,936.50 is the City's responsibility and we recommend this amount be financed through a 20-year OWDA loan with a current interest rate of 1.86%. Our current rate structure includes the anticipated debt payment for this loan.

We request approval to apply for a loan from OWDA in the amount of \$717,672.00 (10% construction contingency) for construction of this project.

Please call if you have any questions.

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

6b

ORDINANCE NO. 10 -2022

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO APPLY FOR, ACCEPT, AND ENTER INTO AN AGREEMENT AS REQUIRED FOR AN OHIO WATER DEVELOPMENT AUTHORITY LOAN FOR THE TRUNK SANITARY SEWER LINING PHASE 2 PROJECT; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Sylvania (hereinafter referred to as the “LGA”) performed an inspection of the sanitary sewer system that is 15-inch diameter and larger in April, 2017; and,

WHEREAS, as a result of the inspection, it was discovered that there were approximately 8,600 lineal feet rated in poor condition; and,

WHEREAS, the LGA desires to obtain a loan from the Ohio Water Development Authority (hereinafter referred to as the “OWDA”) to finance a portion of the cost of the Sanitary Sewer Lining Phase 2 Project; and,

WHEREAS, bids for the project were opened on January 14, 2022 and the lowest bid was submitted by Granite Inliner, LLC of Hilliard, Ohio in the amount of \$1,097,358.30; and,

WHEREAS, the City has received an Ohio Public Works Commission grant for 44.6% of the project, or \$489,421.80 with the remaining cost of \$607,936.50 being the City’s responsibility; and,

WHEREAS, the Director of Public Service, by report dated February 7, 2022, has recommended that the City’s portion of the cost of the project in the amount of \$717,672.00 (10% construction contingency) be financed through a 20-year OWDA loan with a current interest rate of 1.86%.

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

SECTION 1. That the LGA hereby approves the financing of the aforesaid Large Diameter Trunk Sanitary Sewer Lining Phase 2 Project in cooperation with the OWDA and hereby authorizes the Mayor and Director of Finance of the LGA to execute an application and agreement as required for a 20-year OWDA loan at 1.86% interest.

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 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, Sections 11 and 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 immediate construction of the Sanitary Sewer Lining Phase 2 Project at the earliest possible time is necessary in order to protect the health of the inhabitants of the LGA by providing financing for the City's portion of the cost of the improvements and therefore this Ordinance should be effective forthwith. 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, _____, 2022, as an emergency measure.

ATTEST:

President of Council

Clerk of Council
APPROVED:

APPROVED AS TO FORM:

Mayor

Director of Law

Date



DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE DIRECTOR

February 7, 2022

To: The Mayor and members of Sylvania City Council

Re: **Harroun Park Invasive Species Treatment**

Dear Mr. Mayor and Council Members:

In 2019 City Council authorized a 2-year agreement with The Nature Conservancy to provide restoration services towards the reduction of invasive species within Harroun Park. This effort has created much more open space in Harroun Park with scattered trees interspersed with native wildflowers. This initial effort also enabled the City to satisfy an OEPA invasive species reduction requirement as part of the original Phase 1 of the River Trail. The City received a letter from OEPA in December of 2021 that we are in compliance with the permit and no further action was required on our part.

However, the park continues to battle with invasive plant species. The invasive plants have been producing and dropping seeds for many years which has created a large seed bank. It is our recommendation to continue a minimum of semi-annual herbicide treatments per year in an effort to continue to diminish the invasive seed species. In addition, while several of the larger seed-producing invasive trees were removed in 2020-2021, there are still many of these mature trees remaining. The Nature Conservancy will continue to remove these trees and treat the cut-stumps with herbicide. Some patch mowing will also be done in order to control herbaceous invasives such as Reed Canary Grass which is abundant in the park.

The Nature Conservancy will also assist the City with education and outreach efforts to further highlight the park and the work that is being done to improve it.

We are requesting approval of an additional 2-year agreement with The Nature Conservancy in the amount of \$60,000 to continue the great work that has been started. The agreement calls for a commitment of \$29,528 in 2022 and \$30,472 in 2023. Funds have been appropriated in the 2022 Capital Improvement Plan for this work via fund 401-7310-53541.

Please call if you have any questions.

Sincerely,

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

7b

ORDINANCE NO. 11 -2022

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ACCEPT THE PROPOSAL OF THE NATURE CONSERVANCY TO PROVIDE INVASIVE SPECIES TREATMENTS IN HARROUN PARK; APPROPRIATING FUNDS THEREFORE IN AN AMOUNT NOT TO EXCEED \$60,000; AND DECLARING AN EMERGENCY.

WHEREAS, Ordinance No. 101-2019, passed by Sylvania City Council on December 16, 2019, authorized the Mayor and Director of Finance to accept the proposal of The Nature Conservancy to provide Invasive Species Treatments in Harroun Park and appropriated funds in the amount of \$41,000 over the two-year term; and,

WHEREAS, the Director of Public Service, by report dated February 7, 2022, has reported that the City's Agreement with The Nature Conservancy has resulted in much more open space in Harroun Park with scattered trees interspersed with native wildflowers and also fulfilled an Ohio Environmental Protection Agency invasive species reduction requirement as part of the original Phase I of the River Trail; and,

WHEREAS, The Nature Conservancy has proposed an additional 2-year Agreement in the total amount of \$60,000 to continue reducing the invasive plant species as well as assist the City with education and outreach efforts to highlight the park and the work being done to improve it; and,

WHEREAS, the Director of Public Service, by report dated February 7, 2022, has recommended approval of the proposal of The Nature Conservancy to continue the reduction of invasive species in Harroun Park at a cost not to exceed Sixty Thousand Dollars (\$60,000.00) for the years 2022 and 2023.

8a



DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE DIRECTOR

February 7, 2022

To: The Mayor and Members of Sylvania City Council

Re: **Contract for Construction Engineering and Inspection Services
Maplewood Avenue Reconstruction**

Dear Mr. Mayor and Council Members:

The bidding documents for the above referenced project are complete. This project will reconstruct the existing composite pavement full-depth with new asphalt pavement from the railroad tracks to Main Street. In addition, the existing 8" waterline will be replaced between the railroad tracks and Richard Becker Place. Other items include new storm sewer, sidewalks meeting with current ADA guidelines, decorative street light replacements, and streetscape elements. Construction is scheduled to start in the spring of 2022.

The Service Department requested a proposal from American Structurepoint, Inc. to provide construction engineering and inspection services on the project. Their project manager, Darren Schimmoeller, has over 30 years of experience in the construction industry including 25-years with the Ohio Department of Transportation, District 1 Office, of which serving seven years as their District Construction Administrator.

The construction engineering services and inspection proposal received was in the amount of \$79,194 and includes as needed materials testing services from TTL Associates, Inc. This is an appropriated item in the 2022 capital improvement program and will be funded from account number 401-7610-53503. We would recommend approval of the proposal from American Structurepoint, Inc. in the amount of \$79,194. Please call if you should have any questions.

Sincerely,

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

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of the date of the latest required signature below ("Effective Date") between City of Sylvania ("Owner") and American Structurepoint, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Maplewood Avenue Reconstruction ("Project").

Engineer's services under this Agreement are generally identified as follows: Please see Attachment A ("Services").

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within the following specific time period: *As noted in Engineer's proposal dated January 20, 2022.*
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 Payment Procedures

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 45 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said due date, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

V. 9-2021

EJCDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services.

2022.00059

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2.02 *Basis of Payment*

A. Owner shall pay Engineer for Services as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus Engineer's consultants' charges, if any, not to exceed \$79,194.00.
2. Engineer's Standard Hourly Rates are attached as Appendix 1.

B. Reimbursable expenses will be invoiced separately at their direct cost.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer ~~an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.~~ a fee to be negotiated at the time such Additional Services are requested.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
- b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 60 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.i.
- c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
- d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

V. 9-2021

EJCDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services.

2022.00059

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2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the receipt of notice of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards. **The Owner shall furnish, at the Owner's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Engineer may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Engineer shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Owner, consultants or contractors which the Owner requires Engineer to hire, and/or the Owner's consultants and contractors.**
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with

V. 9-2021

EJCDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services.

2022.00059

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laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 - 3. Owner shall hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 - 4. such limited license to Owner shall not create any rights in third parties.
 - 5. Upon payment in full of all fees due by Owner, all right, title, and interest in any documents, plans, drawings, or instruments of service shall vest solely in the Owner. Notwithstanding the foregoing, Engineer shall retain its rights in pre-existing and standard scripts, databases, computer software, and other proprietary property. Rights to intellectual property that is not specifically created exclusively for the Owner in the performance of the services under this Agreement shall also remain the property of the Engineer.

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- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater, notwithstanding applicable insurance coverage.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.
- M. **If the Project is constructed, Owner shall require the Constructor to purchase and maintain general liability insurance and to cause Engineer and Engineer's Consultants to be listed as additional insureds on a primary and non-contributory basis with respect to such liability insurance purchased and maintained by the Constructor for the Project.**
- N. **The Owner acknowledges the ongoing COVID-19 pandemic and agrees that Engineer's Compensation does not include any schedule or cost impacts that may occur as a result thereof. To the extent that there are cost or schedule impacts resulting from the COVID-19 pandemic, Engineer shall be entitled to an equitable modification to this Agreement.**
- O. **If required by the Contract Documents, Engineer shall review and approve, or take other action upon, the Constructor's submittals such as shop drawings, product data and samples, but only for the limited purposes of checking for conformance with the information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy or completeness of other information such as dimensions, quantities, and installation or performance of**

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equipment or systems, which are the Constructor's responsibility. The Engineer's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

- P. If Engineer is required to review any submittals prior to final approval of plans by Owner or any required approval by governmental authorities, the review shall be limited to confirm general conformance with the preliminary design concept expressed by the preliminary design documents that are subject to material revisions in the process of developing the Owner-approved Contract Documents that bear the professional seal of the Engineer. The Owner understands and agrees that it is the Constructor's obligation to assume all costs to comply with the Contract Documents even if the Contract Documents differ materially from the preliminary design concept that is the subject of the submittal. Any notes made by Engineer on the submittal shall not relieve the Constructor from its duty to ensure compliance with the Contract Documents. Design and certification of manufactured items that are not specifically designed and detailed in the Contract Documents are the responsibility of the registered professional engineer working for the Constructor. The Constructor is responsible for all dimensions, quantities, fabrication, fit, and the coordination with other trades. Dimensions shall be confirmed and correlate by the Constructor at the job site.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Definitions*

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

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Attachments:

Appendix 1 – Engineer’s Standard Hourly Rates
Attachment A – Scope of Services
Engineer’s proposal dated January 20, 2022

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Sylvania

Engineer: American Structurepoint, Inc.

By: _____
Print name: Craig A. Stough
Title: Mayor
Date Signed: _____

By: _____
Print name: _____
Title: _____
Date Signed: _____

Engineer License or Firm's Certificate No. (if required):

State of: Ohio

By: _____
Print name: Toby A. Schroyer
Title: Finance Director
Date Signed: _____

Address for Owner’s receipt of notices:
Joseph E. Shaw
6730 Monroe Street
Sylvania, Ohio 43560

Address for Engineer’s receipt of notices:
Willis R. Conner
9025 River Road, Suite 200
Indianapolis, Indiana 46240

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services.

Engineer's Standard Hourly Rates

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01, 2.02, and 2.03, and are subject to annual review and adjustment.

B. *Schedule of Hourly Rates:*

<u>EMPLOYEE CLASSIFICATION</u>	<u>HOURLY RATE</u>
<u>Project Manager/Construction Engineer</u>	<u>\$195/hr</u>
<u>Project Inspector</u>	<u>\$109/hr</u>
<u>Project Inspector Overtime</u>	<u>\$126/hr</u>

Appendix 1, Standard Hourly Rates Schedule.

EJCDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services.

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Attachment A

1. ENGINEER PERSONNEL

For the fulfillment of all services outlined in Section 2 below, the ENGINEER will provide one full-time project inspector and an as-needed project engineer as required for a period of time necessary to complete the construction project and final construction report.

The qualifications and experiences of personnel provided by the ENGINEER are subject to approval by the OWNER, and no personnel will be assigned to the project until OWNER approval is obtained.

The full-time project inspector will take directions from and report to the OWNER on all matters concerning contract compliance and administration.

The full-time project inspector will coordinate project activities with the OWNER.

2. DESCRIPTION OF SERVICES

- a. CONSTRUCTION SCHEDULE: Review the construction schedule prepared by the contractor for compliance with the contract and give to the OWNER detailed documentation concerning its acceptability
- b. CONFERENCES: Attend preconstruction conferences as directed by the OWNER, arrange a schedule of progress meetings and such other job conferences as are required for the timely and acceptable conduct of the job, and submit such schedules prepared to the OWNER for notification to those who are expected to attend. Record for the OWNER, as directed, minutes of such meetings. The ENGINEER shall be available for conferences as requested by the OWNER to review working details of the project. The OWNER may review and inspect the activities whenever desired during the life of the Agreement.
- c. LIAISON: Serve as the OWNER's liaison with the Contractor, working principally through the Contractor's field superintendent or such other person in authority as designated by the Contractor. Acting in liaison capacity, the project inspector shall be thoroughly familiar with the plans and specifications applicable to the project to monitor the Contractor for compliance with provisions therein. Any deviation observed shall be promptly reported to the contractor and OWNER by the project inspector.

Serve as the OWNER's liaison with the traveling public and nearby affected business owners and property owners. The project inspector will offer information and provide field office numbers to interested parties. If necessary, the project inspector will attend and participate in any public information meetings.

Attachment A

- d. **COOPERATE** with the OWNER in dealing with the various federal, state, and local agencies having jurisdiction over the project
- e. **ASSIST** the OWNER in obtaining from the contractor a list of his proposed suppliers and subcontractors
- f. **ASSIST** the OWNER in obtaining from the contractor additional details or information when needed at the job site for proper execution of work
- g. **EQUIPMENT**: Furnish all equipment necessary to sample and test materials in accordance with ODOT procedures
- h. **SAMPLES**: Obtain field samples of materials delivered to the site as required by the specifications
- i. **SHOP DRAWINGS**
 - i. Receive shop drawings and falsework drawings. Check for completeness and then forward to design personnel for approval.
 - ii. Review approved shop and falsework drawings, specifications, and other submissions. Record receipt of this data, maintain a file of all drawings and submissions, and check construction for compliance in accordance with the contract documents.
 - iii. Alert the contractor's field superintendent when it is observed materials or equipment are being or about to be used or installed before approval of shop drawings or samples, where such are required, and advise the OWNER when ENGINEER believes it is necessary to disapprove work as failing to conform to the contract documents.
- j. **REVIEW OF WORK, INSPECTION, AND TESTS**
 - i. Conduct on-site inspections for the OWNER of the work in progress as a basis for determining whether the project is proceeding in accordance with the Contract Documents.
 - ii. Provide on-site acceptance testing of materials in the manner and extent prescribed by the latest edition of the ODOT Construction and Material Specifications and in accordance with current accepted practices
 - iii. Accompany visiting inspectors representing local, state, or federal agencies having jurisdiction over the project, and report details of such inspection to the OWNER
 - iv. Verify that the required testing has been accomplished

Attachment A

- k. **MODIFICATION**: Consider and evaluate the Contractor's suggestions for modifications in drawings and/or specifications and report them with recommendations to the OWNER.
- l. **RECORDS**
 - i. Prepare and maintain at the job site orderly files of correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original contract documents, including all addenda, change orders, and additional drawings subsequent to the award of the contract, progress reports, and other project-related documents
 - ii. Keep a diary or logbook recording hours on the job site, weather conditions, a list of visiting officials, decisions, general observations, and specific observations with regard to test procedures. Upon request, furnish copies of such a diary or logbook to the OWNER.
 - iii. Maintain for the OWNER a record of names, addresses, and telephone numbers of all subcontractors and major material suppliers.
 - iv. Maintain a set of drawings on which authorized changes are noted and deliver to the OWNER upon request, but in any event at the completion of the project.
 - v. Prepare the Final Construction Record and Final Estimate as required by the OWNER. Provide a copy of the Final Construction Record to the OWNER.
- m. **REPORTS**: Furnish to the OWNER at periodic intervals, as required, progress reports of the project, including the Contractor's compliance with the approved construction schedule.
- n. **PROGRESS ESTIMATES**: Prepare progress estimates or review Contractor-submitted estimates for periodic partial payments to the Contractor and deliver to the OWNER for review and processing. The payments to the Contractor will be based on estimates of the value of work performed and materials complete and in place in accordance with the contract.
- o. **PROJECT RESPONSIBILITY**: The project inspector will be responsible for the documentation of pay quantities and estimates and the maintenance of appropriate records related to the construction of this project.

Attachment A

- p. **WORK SCHEDULE AND SUSPENSION:** The ENGINEER's crew will be required to regulate their work week to conform to the Contractor's hours in accordance with the directions of the OWNER. If work on the construction project is suspended and all matters concerning contract compliance and administration are complete, the services of the ENGINEER may also be suspended without cost to the project.
- q. **CONTRACT ADMINISTRATION:** The ENGINEER will administer the contract in accordance with OWNER and ODOT procedures.
- r. ENGINEER shall not at any time supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the work. Work performed under this agreement shall be at the discretion of the OWNER project manager and may be modified at his discretion. Reduction of the scope of work shall not result in penalties due the ENGINEER for such reduction. Increase of the scope of work shall require executed of a supplement to the original agreement by both the ENGINEER and the OWNER.

ORDINANCE NO. 12 -2022

ACCEPTING THE PROPOSAL OF AMERICAN STRUCTUREPOINT, INC. TO PROVIDE CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE MAPLEWOOD AVENUE RECONSTRUCTION PROJECT; APPROPRIATING FUNDS THEREFORE IN AN AMOUNT NOT TO EXCEED \$79,194; AND DECLARING AN EMERGENCY.

WHEREAS, the plans for the Maplewood Avenue Reconstruction Project are complete and are now on file with the Clerk of Council; and,

WHEREAS, the plans provide for reconstructing the existing composite pavement with new asphalt pavement from the railroad tracks to Main Street, replacing the existing 8” waterline between the railroad tracks and Richard Becker Place as well as installing new storm sewer, sidewalks, decorative street light replacements and streetscape elements; and,

WHEREAS, the Director of Public Service, by report dated February 7, 2022, has received a proposal from American Structurepoint, Inc. to provide construction engineering and inspection services on the project at a cost of \$79,194, and the Director of Public Service has recommended approval of that proposal.

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 American Structurepoint, Inc. in the amount of Seventy-Nine Thousand One Hundred Ninety-Four Dollars (\$79,194.00) to provide construction engineering and inspection services for the Maplewood Avenue Reconstruction Project, is hereby approved and 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 engineering and inspection 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**, an amount not to exceed Seventy-Nine Thousand One Hundred Ninety-Four Dollars (\$79,194.00).

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 construction engineering and inspection services should commence at the earliest possible time and therefore this Ordinance should be effective immediately. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2022, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

9a



DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE DIRECTOR

February 7, 2022

To: The Mayor and Members of Sylvania City Council

Re: **CUSHMAN ROAD IMPROVEMENTS
CHANGE ORDER NO. 2 (FINAL)**

Dear Mr. Mayor and Council Members:

This is the final change order request for the completed Cushman Road Improvements Project. A detailed summary of each change order item is enclosed and briefly outlined below:

- Driveway Culvert Modifications – Several driveway culverts were extended to eliminate conflicts with Frontier Communication poles (\$24,000).
- Water Service Lowerings – Multiple water services were lowered below the installed grade to be sufficiently under the drainage swales (\$14,560).
- Stop Work Order Mobilizations – The Contractor was given two (2) stop work orders on the project causing increased costs to demobilize and remobilize manpower and equipment to the job site (\$19,875).
- Change Order No. 1 Adjustment – The actual cost of installing Change Order No. 1 work items resulted in a deduction of \$11,351.64 from the approved estimate.
- Installed Quantity Adjustments – The installed bid quantities have resulted in a decrease of \$8,914.97.

As a result, a final project change order increasing the contract amount by \$38,168.39 is necessary. We would recommend approval of Change Order No. 2 (Final) which will increase the contract amount from \$1,064,675.25 to \$1,102,843.64. Please call if you have any questions.

Sincerely,

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

CITY OF SYLVANIA, OHIO

CHANGE ORDER **Number 2 (FINAL)**

Project Ordinance No.: 2-2021 Purchase Order No. 59930

Contract: Cushman Road Improvements

Title of Change Order: _____

Date: 1/21/2022

Description of Change: **(See Attached)**

RECOMMENDED
FOR APPROVAL BY:

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

1-25-22
Date

Original Contract Amt	\$ 891,839	44
Previous Changes (+ or -)	\$ 172,835	81
This Change (+ or -)	\$ 38,168	39
Adjusted Contract Amt	\$ 1,102,843	64

REVIEWED BY: *Joseph E. Shaw*
Engineer
DATE: 1/25/22
SUBMITTED BY: *Andrew Salenbren, Preparer*
Name of Contractor
DATE: 1/21/2022
Contractor's Signature

City of Sylvania, Ohio

The above proposal is hereby approved.

The above proposal is hereby approved.

Craig A. Stough, Mayor

Date

Toby Schroyer, Finance Director

Date

**CITY OF SYLVANIA
CHANGE ORDER NO. 2 (FINAL)
CUSHMAN ROAD IMPROVEMENTS**

1/21/2022

Sheet 1 of 1

1 DRIVEWAY CULVERT MODIFICATIONS **\$24,000**

a. Several existing Frontier Communication poles were in conflict with proposed drainage swales and driveway culverts. Modifications were made to the drainage design to add pipe and extend driveway culverts past these poles to eliminate the conflicts. The Contractor is requesting labor and equipment cost recovery expenses to perform these modifications.

<u># of Days</u>		<u>Unit Price</u>		<u>Total</u>
3	x	(5-Man Crew/Day) \$8,000		\$24,000

2 WATER SERVICE LOWERINGS **\$14,560**

a. Multiple water services were required to be lowered to be sufficiently under the proposed drainage swales. The Contractor is requesting labor and equipment cost recovery expenses to excavate these services for City staff to perform the necessary lowerings.

<u># of Days</u>		<u>Unit Price</u>		<u>Total</u>
4	x	(2-Man Crew/Day) \$3,640		\$14,560

3 STOP WORK ORDER MOBILIZATIONS **\$19,875**

a. The Contractor was given two (2) stop work orders on the project (May 5, 2021 and May 19, 2021). The Contractor is requesting mobilization charges to remove manpower and equipment from the job site to perform other work during these stoppages as well as for the swale enclosure work performed via Change Order No. 1.

4 CHANGE ORDER NO. 1 ADJUSTMENT **-\$11,351.64**

a. The Contractor submitted an estimate of \$172,835.81 to complete swale enclosure work associated with Change Order No. 1. The actual cost of Change Order No. 1 work was \$161,484.17. As a result, there is a net deduction in the amount of \$11,351.64 that needs to be adjusted in the final contract amount.

$$\$172,835.81 \text{ (Estimate)} - \$161,484.17 \text{ (Actual)} = \$11,351.64$$

5 INSTALLED QUANTITY ADJUSTMENTS (see attached) **-\$8,914.97**

6 CHANGE ORDER NO. 2 (FINAL) - (#1 + #2 + #3 + #4 + #5) **\$38,168.39**

TO OWNER:
CITY OF SYLVANIA
6730 MONROE STREET
SYLVANIA, OHIO 43560

FROM CONTRACTOR:
SALEMBIEN TRUCKING & EXCAVATING, INC.
9217 ANN ARBOR ROAD
DUNDEE, MICHIGAN 48131

APPLICATION NO: 6 (Final)
PERIOD TO: 11/1/2021 TO
12/31/2021

PROJECT: CUSHMAN ROAD IMPROVEMENTS SHEET: 1 OF 3

LINE NO.	BID ITEM NO.	DESCRIPTION OF WORK	UNIT	BID QUANTIT Y	UNIT PRICE	BID VALUE	ESTIMATED QUANTITY INSTALLED	VALUE	MATERIALS PRESENTLY STORED (NOT IN C)	F TOTAL COMPLETED AND STORED TO DATE (D+E)	% (F/B)	BALANCE TO FINISH (B-F)
1	201	Clearing and Grubbing	LUMP	1	\$2,120.00	\$2,120.00	1	\$2,120.00		\$2,120.00	100%	\$0.00
2	SPEC	Arborvitae Row Removal, Area 1	LUMP	1	\$265.00	\$265.00	1	\$265.00		\$265.00	100%	\$0.00
3	SPEC	Arborvitae Row Removal, Area 2	LUMP	1	\$265.00	\$265.00	1	\$265.00		\$265.00	100%	\$0.00
4	201	Tree Removed, 18" Size	EACH	23	\$174.90	\$4,022.70	23	\$4,022.70		\$4,022.70	100%	\$0.00
5	201	Tree Removed, 30" Size	EACH	6	\$1,696.00	\$10,176.00	8	\$13,568.00		\$13,568.00	133%	(\$3,392.00)
6	201	Tree Removed, 48" Size	EACH	3	\$3,180.00	\$9,540.00	3	\$9,540.00		\$9,540.00	100%	\$0.00
7	201	Stump Removed, 18" Size	EACH	1	\$116.60	\$116.60	1	\$116.60		\$116.60	100%	\$0.00
8	202	Fence Removed for Reuse	FT	20	\$530.00	\$8,476.56	70	\$1,855.00		\$1,855.00	350%	(\$1,325.00)
9	202	Pipe Removed	FT	1,737	\$4.88	\$8,476.56	1,232	\$6,012.16		\$6,012.16	71%	\$2,464.40
10	202	Catch Basin Removed	EACH	12.0	\$262.88	\$3,154.56	10	\$2,628.80		\$2,628.80	83%	\$525.76
11	202	Manhole Removed	EACH	2	\$262.88	\$525.76	2	\$525.76		\$525.76	100%	\$0.00
12	202	Pavement Removed, Asphalt	SY	417	\$8.48	\$3,536.16	417	\$3,536.16		\$3,536.16	100%	\$0.00
13	202	Pavement Removed, Concrete	SY	122	\$8.48	\$1,034.56	122	\$1,034.56		\$1,034.56	100%	\$0.00
14	202	Walk Removed	SF	110	\$1.06	\$116.60	110	\$116.60		\$116.60	100%	\$0.00
15	608	4" Concrete Walk	SF	110	\$7.95	\$874.50	110	\$874.50		\$874.50	100%	\$0.00
16	630	Removal of Ground Mounted Sign and Storage	EACH	8	\$37.10	\$296.80	8	\$296.80		\$296.80	100%	\$0.00
17	630	Removal of Ground Mounted Sign and Rerrection	EACH	1	\$424.00	\$424.00	3	\$1,272.00		\$1,272.00	300%	(\$848.00)
18	SPEC	Conduit for Sprinklers	FT	100	\$10.60	\$1,060.00	0	\$0.00		\$0.00	0%	\$1,060.00
19	SPEC	Sprinkler Heads	EACH	5	\$265.00	\$1,325.00	0	\$0.00		\$0.00	0%	\$1,325.00
20	832	Inlet Protection	EACH	14	\$212.00	\$2,968.00	14	\$2,968.00		\$2,968.00	100%	\$0.00
21	653	Topsoil Furnished and Placed, 4", As Per Plan	CY	1394	\$26.61	\$37,094.34	1394	\$37,094.34		\$37,094.34	100%	\$0.00
22	659	Seeding and Mulching Class 1, As Per Plan	SY	12540	\$0.53	\$6,646.20	12540	\$6,646.20		\$6,646.20	100%	\$0.00
23	659	Commercial Fertilizer	TON	1.13	\$424.00	\$479.12	1.13	\$479.12		\$479.12	100%	\$0.00
24	659	Water	MGAL	34	\$53.00	\$1,802.00	0	\$0.00		\$0.00	0%	\$1,802.00
25	203	Embankment	CY	133	\$2.65	\$352.45	133	\$352.45		\$352.45	100%	\$0.00
26	203	Excavation	CY	1349	\$11.87	\$16,012.63	1349	\$16,012.63		\$16,012.63	100%	\$0.00
27	204	Subgrade Compaction (Driveways)	SY	1112	\$0.80	\$889.60	1112	\$889.60		\$889.60	100%	\$0.00
28	253	Pavement Repair, As Per Plan (Contingency)	SY	800	\$42.40	\$33,920.00	854.66	\$36,237.58		\$36,237.58	107%	(\$2,317.58)
29	254	Pavement Planning, Asphalt Concrete	SY	7947	\$2.65	\$21,059.55	7947	\$21,059.55		\$21,059.55	100%	\$0.00
30	304	Aggregate Base (Driveways)	CY	192	\$63.12	\$12,119.04	192	\$12,119.04		\$12,119.04	100%	\$0.00
31	407	Non-Tracking Tack Coat (0.04 GAL/SY) For Intermediate Course	GAL	318	\$2.07	\$658.26	150	\$310.50		\$310.50	47%	\$347.76
32	407	Non-Tracking Tack Coat (0.08 GAL/SY)	GAL	636	\$2.07	\$1,316.52	850	\$1,759.50		\$1,759.50	134%	(\$442.98)
33	441	Asphalt Concrete Intermediate Course, Type 2, (448) PG64-22	CY	442	\$153.70	\$67,935.40	443.28	\$68,132.14		\$68,132.14	100%	(\$196.74)
34	441	Asphalt Concrete Surface Course, Type 1, (448) PG64-22	CY	332	\$174.90	\$58,066.80	349.6	\$61,145.04		\$61,145.04	105%	(\$3,078.24)
35	441	2" Asphalt Concrete Surface Course, Type 1, (448) PG64-22 (Driveways)	CY	51	\$371.00	\$18,921.00	51	\$18,921.00		\$18,921.00	100%	\$0.00
36	452	6" Non-Reinforced Concrete Pavement, Class QC1 (Driveways)	SY	243	\$62.01	\$15,068.43	243	\$15,068.43		\$15,068.43	100%	\$0.00

TO OWNER:
CITY OF SYLVANIA
6730 MONROE STREET
SYLVANIA, OHIO 43560

FROM CONTRACTOR:
SALENIEN TRUCKING & EXCAVATING, INC.
9217 ANN ARBOR ROAD
DUNDEE, MICHIGAN 48131

APPLICATION NO: 6 (Final)
PERIOD TO: 11/1/2021 TO
12/31/2021

PROJECT: CUSHMAN ROAD IMPROVEMENTS

SHEET: 2 OF 3

LINE NO.	BID ITEM NO.	DESCRIPTION OF WORK	UNIT	BID QUANTIT Y	UNIT PRICE	BID VALUE	ESTIMATED QUANTITY INSTALLED	VALUE	MATERIALS PRESENTLY STORED (NOT IN C)	F TOTAL COMPLETED AND STORED TO DATE (D+E)	% (F/B)	BALANCE TO FINISH (B-F)
37	SPEC	Asphalt Rejuvenating Agent, As Per Plan	SY	7947	\$1.91	\$15,178.77	0	\$0.00		\$0.00	0%	\$15,178.77
38	603	12" Conduit, Type D (706.02)	FT	717	\$30.00	\$21,510.00	825	\$24,750.00		\$24,750.00	115%	(\$3,240.00)
39	603	15" Conduit, Type B (706.02)	FT	60	\$48.02	\$2,881.20	60	\$2,881.20		\$2,881.20	100%	\$0.00
40	603	12" Conduit, Type B (707.45)	FT	216	\$66.14	\$14,286.24	210	\$13,889.40		\$13,889.40	97%	\$396.84
41	603	12" Conduit, Type C (707.45)	FT	413	\$43.46	\$17,948.98	434	\$18,861.64		\$18,861.64	105%	(\$812.66)
42	603	18" Conduit, Type B (707.45)	FT	59	\$76.74	\$4,527.66	59	\$4,527.66		\$4,527.66	100%	\$0.00
43	603	18" Conduit, Type C (707.45)	FT	282	\$54.06	\$15,244.92	278.5	\$14,947.59		\$14,947.59	98%	\$297.33
44	604	Manhole, ODOT No. 3	EACH	2	\$1,601.66	\$3,203.32	2	\$3,203.32		\$3,203.32	100%	\$0.00
45	604	Catch Basin, ODOT No. 2-2B	EACH	13	\$1,579.40	\$20,532.20	13	\$20,532.20		\$20,532.20	100%	\$0.00
46	604	Catch Basin, ODOT No. 2-2C (w/ Bicycle Safe)	EACH	1	\$1,579.40	\$1,579.40	1	\$1,579.40		\$1,579.40	100%	\$0.00
47	638	Fire Hydrant Removed for Salvage	EACH	8	\$530.00	\$4,240.00	8	\$4,240.00		\$4,240.00	100%	\$0.00
48	638	Valve Removed for Salvage	FT	3	\$424.00	\$1,272.00	4	\$1,696.00		\$1,696.00	133%	(\$424.00)
49	638	4" Watermain Ductile Iron Pipe, ANSI Class 54	FT	8	\$133.56	\$1,068.48	10	\$1,335.60		\$1,335.60	125%	(\$267.12)
50	638	6" Watermain Ductile Iron Pipe, ANSI Class 54	FT	5	\$133.56	\$667.80	1	\$133.56		\$133.56	20%	\$534.24
51	638	8" Watermain Ductile Iron Pipe, ANSI Class 54	FT	2792	\$55.44	\$154,788.48	2790.7	\$154,716.41		\$154,716.41	100%	\$72.07
52	638	12" Watermain Ductile Iron Pipe, ANSI Class 54	EACH	1179	\$88.51	\$104,353.29	1182.54	\$104,666.62		\$104,666.62	100%	(\$313.33)
53	638	12"x12"x12" Tapping Sleeve, Valve, & Valve Box	EACH	1	\$8,580.70	\$8,580.70	1	\$8,580.70		\$8,580.70	100%	\$0.00
54	638	8"x8"x8" Tapping Sleeve, Valve, & Valve Box	EACH	1	\$5,957.20	\$5,957.20	1	\$5,957.20		\$5,957.20	100%	\$0.00
55	638	12"x8" M.J. Reducer	EACH	2	\$680.52	\$1,361.04	2	\$1,361.04		\$1,361.04	100%	\$0.00
56	638	12"x4" M.J. Reducer	EACH	1	\$664.62	\$664.62	1	\$664.62		\$664.62	100%	\$0.00
57	638	8"x6" M.J. Reducer	EACH	1	\$521.52	\$521.52	2	\$1,043.04		\$1,043.04	200%	(\$521.52)
58	638	4"-90 Deg. M.J. Bend	EACH	1	\$458.98	\$458.98	1	\$458.98		\$458.98	100%	\$0.00
59	638	12"x12"x12" M.J. Tee	EACH	1	\$1,461.74	\$1,461.74	1	\$1,461.74		\$1,461.74	100%	\$0.00
60	638	8"x8"x8" M.J. Tee	EACH	1	\$719.74	\$719.74	1	\$719.74		\$719.74	100%	\$0.00
61	638	4"x4"x4" M.J. Tee	EACH	1	\$2,686.04	\$2,686.04	1	\$2,686.04		\$2,686.04	100%	\$0.00
62	638	8"-90 Deg. M.J. Bend	EACH	1	\$513.04	\$513.04	1	\$513.04		\$513.04	100%	\$0.00
63	638	8"-90 Deg. M.J. Bend	EACH	1	\$591.48	\$591.48	0	\$0.00		\$0.00	0%	\$591.48
64	638	12"~45 Deg. Vert. M.J. Bend	EACH	2	\$841.64	\$1,683.28	1	\$841.64		\$841.64	50%	\$841.64
65	638	8"~45 Deg. M.J. Bend	EACH	6	\$558.52	\$3,351.72	7	\$3,910.34		\$3,910.34	117%	(\$558.62)
66	638	12"~22.5 Deg. M.J. Bend	EACH	1	\$791.82	\$791.82	1	\$791.82		\$791.82	100%	\$0.00
67	638	8"~22.5 Deg. M.J. Bend	EACH	1	\$558.62	\$558.62	1	\$558.62		\$558.62	100%	\$0.00
68	638	12"~11.25 Deg. M.J. Bend	EACH	4	\$791.82	\$3,167.28	1	\$791.82		\$791.82	25%	\$2,375.46
69	638	8"~11.25 Deg. M.J. Bend	EACH	2	\$558.62	\$1,117.24	2	\$1,117.24		\$1,117.24	100%	\$0.00
70	638	12"x12" M.J. Cross	EACH	1	\$2,318.22	\$2,318.22	1	\$2,318.22		\$2,318.22	100%	\$0.00
71	638	12" M.J. Plug	EACH	1	\$392.20	\$392.20	1	\$392.20		\$392.20	100%	\$0.00
72	638	8" M.J. Plug	EACH	1	\$265.00	\$265.00	1	\$265.00		\$265.00	100%	\$0.00
73	638	Standard Hydrant Assembly	EACH	11	\$4,900.38	\$53,904.18	11	\$53,904.18		\$53,904.18	100%	\$0.00
74	638	12" Gate Valve and Valve Box	EACH	1	\$2,483.58	\$2,483.58	1	\$2,483.58		\$2,483.58	100%	\$0.00
75	638	8" Gate Valve and Valve Box	EACH	6	\$1,640.88	\$9,845.28	6	\$9,845.28		\$9,845.28	100%	\$0.00

TO OWNER:
 CITY OF SYLVANIA
 6730 MONROE STREET
 SYLVANIA, OHIO 43580

FROM CONTRACTOR:
 SALEMBIEN TRUCKING & EXCAVATING, INC.
 9217 ANN ARBOR ROAD
 DUNDEE, MICHIGAN 48131

APPLICATION NO: 6 (Final)
 PERIOD TO: 11/1/2021 TO
 12/31/2021

PROJECT: CUSHMAN ROAD IMPROVEMENTS

SHEET: 3 OF 3

LINE NO.	BID ITEM NO.	A DESCRIPTION OF WORK	UNIT	BID QUANTIT Y	UNIT PRICE	B BID VALUE	C ESTIMATED QUANTITY INSTALLED	D VALUE	E MATERIALS PRESENTLY STORED (NOT IN C)	F TOTAL COMPLETED AND STORED TO DATE (D+E)	% (F/B)	G BALANCE TO FINISH (B-F)
76	638	Short Water Service, As Per Plan	EACH	6	\$930.88	\$5,584.08	6	\$5,584.08		\$5,584.08	100%	\$0.00
77	638	Long Water Service, As Per Plan	EACH	26	\$1,659.96	\$43,158.96	26	\$43,158.96		\$43,158.96	100%	\$0.00
78	614	Maintaining Traffic	LUMP	1	\$2,650.00	\$2,650.00	1	\$2,650.00		\$2,650.00	100%	\$0.00
79	623	Construction Layout Stakes and Surveying	LUMP	1	\$3,710.00	\$3,710.00	1	\$3,710.00		\$3,710.00	100%	\$0.00
80	624	Mobilization	LUMP	1	\$7,950.00	\$7,950.00	1	\$7,950.00		\$7,950.00	100%	\$0.00
		TOTAL				\$891,839.44		\$882,924.47		\$882,924.47		\$8,914.97
CO1		Swale Enclosure										
	832	Inlet Protection	EACH		\$100.00	\$500.00	5	\$500.00		\$500.00		
	653	Topsoil Furnished and Placed, 4", As Per Plan	CY		\$26.61	\$19,531.74	734	\$19,531.74		\$19,531.74		
	659	Seeding and Mulching Class 1, As Per Plan	SY		\$0.53	\$2,432.70	4590	\$2,432.70		\$2,432.70		
	659	Commercial Fertilizer	TON		\$424.00	\$178.08	0.42	\$178.08		\$178.08		
	604	Catch Basin, ODOT No. 2-2B	EACH		\$1,579.40	\$7,897.00	5	\$7,897.00		\$7,897.00		
	603	4" Conduit, Type C, (707.32 Single Solid Wall Soil Tite)	FT		\$22.00	\$52,580.00	2390	\$52,580.00		\$52,580.00		
	603	4" Conduit, Type E, (707.32 Perforated with Filter Sock) with Tees on 8"	FT		\$20.00	\$42,000.00	2100	\$42,000.00		\$42,000.00		
	203	Embankment	CY		\$2.65	\$4,666.65	1761	\$4,666.65		\$4,666.65		
		Import to Embankment	CY		\$18.00	\$31,698.00	1761	\$31,698.00		\$31,698.00		
		CO1 TOTAL				\$161,484.17		\$161,484.17		\$161,484.17		
CO2		Items 1 Thru 3				\$58,435.00		\$58,435.00		\$58,435.00		
		TOTAL				\$1,102,843.64		\$1,102,843.64		\$1,102,843.64		

ORDINANCE NO. 13-2022

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO APPROVE CHANGE ORDER NO. 2 (FINAL) TO THIS CITY'S AGREEMENT WITH SALENBIEN TRUCKING AND EXCAVATING, INC. FOR THE CUSHMAN ROAD IMPROVEMENT PROJECT TO REFLECT THE AS-BUILT QUANTITIES; INCREASING THE CONTRACT AMOUNT BY \$38,168.39; APPROPRIATING FUNDS THEREFORE; AND DECLARING AN EMERGENCY.

WHEREAS, Ordinance No. 2-2021, passed January 4, 2021, accepted the bid of Salenbien Trucking and Excavating, Inc. and awarded the contract for the Cushman Road Improvement Project to same, which bid was in the amount of \$891,839.44; and,

WHEREAS, Ordinance No. 53-2021, passed July 19, 2021, authorized the Mayor and Director of Finance to approve Change Order No. 1 to this City's Agreement with Salenbien Trucking and Excavating, Inc. for the Cushman Road Improvement Project to install an 8-inch diameter closed drainage pipe coupled with a 4-inch perforated drainage pipe with a filter sock laid in the bottom of the swale, stone backfill as required and dirt backfill to grade; and,

WHEREAS, the additional work authorized by Change Order No. 1 resulted in a net increase to the contract in the amount of One Hundred Seventy-Two Thousand Eight Hundred Thirty-Five and 81/100 Dollars (\$172,835.81); and,

WHEREAS, the Director of Public Service, by report dated February 7, 2022, has requested approval of Change Order No. 2 (Final) of Salenbien Trucking and Excavating, Inc. for said Cushman Road Project for driveway culvert modifications, water service lowerings, and stop work order modifications that resulted in increases to the contract amount totaling \$58,435, however, the actual cost of installing items relating to Change Order No. 1 and the installed quantities for the contract resulted in decreases to the contract amount totaling \$20,266.61, for a total net increase to the contract of \$38,168.39; and,

WHEREAS, the actual work performed resulted in a net increase to the contract in the amount of Thirty-Eight Thousand One Hundred Sixty-Eight and 39/100 Dollars (\$38,168.39), for a total contract amount of \$1,102,843.64.

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

SECTION 1. That said change order increasing the contract amount by the sum of Thirty-Eight Thousand One Hundred Sixty-Eight and 39/100 Dollars (\$38,168.39), authorized to be appropriated be, and the same hereby is, approved, and the Mayor and the Director of Finance be, and they hereby are, authorized to sign said change order on behalf of this City, thereby indicating such approval and changing the total contract amount.

SECTION 2. That, to provide funds for said change order for improvements, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore appropriated to **Account No. 401-7610-53503, Street Improvement**, the sum of Thirty-Eight Thousand One Hundred Sixty-Eight and 39/100 Dollars (\$38,168.39).

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

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

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

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2022, as an emergency measure.

ATTEST: _____
President of Council
APPROVED AS TO FORM:

Clerk of Council
APPROVED: _____
Director of Law

Mayor

Date



DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE DIRECTOR

February 7, 2022

To: The Mayor and Members of Sylvania City Council

Re: **Elden Ditch Watershed Improvements (Phase 1) – Veteran’s Memorial Field Detention Contract for Professional Surveying and Engineering Services**

Dear Mr. Mayor and Council Members:

Fishbeck has completed their study of the Elden Ditch Watershed as authorized by City Council on January 19, 2021 (Ord. 9-2021). As you may recall, the Utilities & Environment Committee discussed the Elden Ditch watershed at their meeting on September 8, 2020. At the conclusion of the meeting, the Committee recommended moving forward with the hydraulic study with the goal that any proposed infrastructure improvements resulting from the study could be considered for future Ohio Public Works Commission (OPWC) grant opportunities

The study has resulted in a four-phased approach to address issues within the watershed. Phase 1 recommended addressing capacity issues in the Veteran’s Memorial Field area by installing an underground detention system west of the baseball diamonds. The detention facility would provide storage capacity up to the 25-year event and slowly release stormwater to the existing system over a longer period of time. The total cost of the Phase 1 project is estimated to be \$233,427 with construction scheduled to commence in August 2023. The City was successful with our November 2021 OPWC application and will be receiving \$91,000 towards the cost of the project. The Sylvania Area Joint Recreation District will be contributing \$49,500 towards the project as well.

Fishbeck has provided a proposal of \$27,840 to complete the Phase 1 engineering for the project. Engineering was included in the 2022 budget and would be funded from the 503-7510-51686 account. We would recommend approval of the proposal from Fishbeck in the amount of \$27,840. Please call if you should have any questions.

Sincerely,

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

January 27, 2022

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
LUC-Dellbrook/Dornell Improvements**

Dear Joe:

On behalf of the Fishbeck team, I am pleased to submit our fee proposal to the City of Sylvania (City) for the remainder of the referenced project. We are confident we can deliver exceptional services, while meeting the project goals within your anticipated schedule and available budget. Previously in 2021, Fishbeck surveyed and prepared the base map for Dellbrook Drive and Dornell Drive as part of the LUC-Hollybrook/Marshall Improvements project. This proposal covers the design and plan development for the LUC-Dellbrook/Dornell Improvements project.

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.

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
By email

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

Proposed Consultant Fees Labor and Summary

Project: LUC-Dellbrook-Dornell
 Client: City of Sylvania
 Consultant: Fishbeck
 Date: 1/27/2022

Legend and Billing Rate (Year 2022)	
Personnel Category	Rate
S1=Surveyor	\$145
PE = Civil Engineer, PE	\$126
E = Staff Engineer, EI	\$98
PM = Senior Project Manager, PE	\$202
PS = Senior Surveyor, PS	\$182

ENGINEERING SERVICES							
Dellbrook and Dornell Design & Plan Development	PM	PE	E	PS	S1	Total Hours	Total Cost
Title Sheet (1)		1	3			4	\$420
Typical Sections (1)		2	4			6	\$644
General Notes and Details (4)		4	4			8	\$896
General Summary (1)		4	8			12	\$1,288
Subsummaries & Calculations (3)		16	32			48	\$5,152
Stormwater Drainage Design		8	16			24	\$2,576
Plan & Profile (6)		32	112			144	\$15,008
Water Plan & Profile (6)		16	56			72	\$7,504
Cross Sections (50' Spacing and @ Drives) (10)		24	54			78	\$8,316
City & Utility Coordination		6				6	\$756
Cost Estimate		8	24			32	\$3,360
Internal Reviews (QA/QC)	6					6	\$1,212
Plan Reviews & Modifications	1	4	8			13	\$1,490
Meetings	4	4	4			12	\$1,704
Coordination of Geotechnical Services		2				2	\$290
Subtotal	11	131	325	0	0	467	\$50,616

Total Engineering Costs:	\$50,616
Total Direct Costs:	\$0
Total Services:	\$50,616

Professional Services Agreement

PROJECT NAME LUC-Dellbrook and Dornell Improvements
FISHBECK CONTACT Joshua Mihelcic, PE, PS
CLIENT City of Sylvania
CLIENT CONTACT Joseph Shaw, PE, PS
ADDRESS 6730 Monroe Street, Sylvania, OH 43560-1948

Client hereby requests and authorizes Fishbeck to perform the following:

SCOPE OF SERVICES: Professional engineering design and plan development for Dellbrook and Dornell as mentioned in the LUC-Hollybrook-Marshall revised proposal dated 2/24/2021 and originally described in the City's Exhibit "A" Scope of Services dated 1/11/2021.

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

- Terms and Conditions for Professional Services, attached.
- Proposal dated January 27, 2022.
- Other:

METHODS OF COMPENSATION:

- Lump Sum for Defined Scope of Services
- Hourly Billing Rates plus Reimbursable Expenses
- Other:

Total Budget for Above Scope of Services: Fifty Thousand Six Hundred Sixteen Dollars (\$50,616)

ADDITIONAL PROVISIONS (IF ANY): N/A

APPROVED FOR:

City of Sylvania

BY: _____

TITLE: Mayor

DATE: _____

BY: _____

TITLE: Director of Finance

DATE: _____

ACCEPTED FOR:

Fishbeck

BY:  _____

TITLE: Vice President

DATE: January 27, 2022

ORDINANCE NO. 14 -2021

ACCEPTING THE PROPOSAL OF FISHBECK TO CONDUCT PROFESSIONAL ENGINEERING AND SURVEY SERVICES FOR THE ELDEN DITCH HYDRAULIC STUDY; APPROPRIATING FUNDS THEREFORE IN THE AMOUNT OF \$28,970; AND DECLARING AN EMERGENCY.

WHEREAS, at the September 8, 2020 Utilities and Environment Committee, the Elden Ditch watershed was discussed and thereafter, a recommendation was made to include a hydraulic study of the watershed in the 2021 budget; and,

WHEREAS, the Director of Public Service, in a report dated January 19, 2021, has recommended that the proposal of Fishbeck to provide professional surveying and engineering services relative to the Elden Ditch Hydraulic Study at a cost of Twenty-Eight Thousand Nine Hundred Seventy Dollars (\$28,970.00), be approved and accepted; and,

WHEREAS, the Fishbeck proposal includes data collection and drainage map generation, existing system analysis, storm sewer routing and recommendations, proposed system analysis (with and without upstream detention) and final deliverables including an executive summary.

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 Twenty-Eight Thousand Nine Hundred Seventy Dollars (\$28,970.00) for providing professional surveying and engineering services relative to the Elden Ditch Hydraulic Study, is hereby accepted.

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

SECTION 3. That to provide funds for said services hereby authorized, there is hereby appropriated from the **SA DITCHES & DRAINS FUND** from funds therein not heretofore appropriated to **Account No. 503-7510-51686 -Maintenance of Infrastructure**, the amount of Twenty-Eight Thousand Nine Hundred Seventy Dollars (\$28,970.00).

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 professional surveying and engineering 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

11a



DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE DIRECTOR

February 7, 2022

To: The Mayor and Members of Sylvania City Council

Re: **Purchase of Aerial Tower Truck**

Dear Mayor and Council Members:

The City's existing aerial truck is a 1994 model that has served the City well for 27 years but is beginning to show it's age as well as have repeated maintenance issues.

This truck is used primarily for the City's tree trimming and removal operations but is also used for several other duties such as pole banner and street banner installations, downtown decoration installation, sign placements, and repairs and service to the City's pole mounted utility Data Collection Units.

We are proposing to replace the existing vehicle with a 2022 Altec Model LR8-60 Articulating Overcenter Aerial Truck. This truck will be purchased via State Term Contract #800795 from Altec Industries, Inc. in the amount of \$204,186.00. The replacement of this truck is included in our 2022 Capital Improvement Plan via account 401-7310-53405.

Please call if you have any questions.

Sincerely,

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

ORDINANCE NO. 15 -2022

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ACCEPT THE PROPOSAL OF ALTEC INDUSTRIES, INC. FOR THE PROVISION OF A 2022 ALTEC MODEL LR8-60 ARTICULATING OVERCENTER AERIAL TRUCK FOR THE DEPARTMENT OF PUBLIC SERVICE; APPROPRIATING \$204,186 THEREFORE; AND DECLARING AN EMERGENCY.

WHEREAS, the aerial truck currently used by the Service Department has been used for 27 years and is need of replacement due to repeated maintenance issues; and,

WHEREAS, the Director of Public Service has received a proposal from Altec Industries, Inc. for the purchase of one (1) new 2022 Altec Model LR8-60 Articulating Overcenter Aerial Truck at a total cost of \$204,186, which is the state term contract pricing; and,

WHEREAS, the Director of Public Service, by report dated February 7, 2022, has recommended acceptance of the proposal of Altec Industries, Inc. to purchase a new aerial truck chassis for the Department of Public Service.

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

SECTION 1. That the Mayor and the Director of Finance be, and they hereby are, authorized to sign the proposal of Altec Industries, Inc. on behalf of this City, thereby indicating such approval and acceptance for the provision of a new 2022 Altec Model LR8-60 Articulating Overcenter Aerial Truck for the Department of Public Service.

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

SECTION 3. That, upon receipt of delivery of said aerial truck by the City of Sylvania, the Director of Finance is hereby authorized to issue his warrant or warrants in payment therefore from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore appropriated to **Account No. 401-7310-53405 – Park Equipment**, the total sum of Two Hundred Four Thousand One Hundred Eighty-Six Dollars (\$204,186.00).

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 proposal for said aerial truck should be approved immediately so that the purchase can be made at the earliest possible time. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2022, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

A



City Of Sylvania

OFFICE OF THE MAYOR
William D. Sanford
Economic Development /
Admin. Services Coordinator

February 4, 2022

Dear Property Owner,

The purpose of this letter is to let you know about an important initiative that we are considering that may benefit your downtown business and property.

Last year, the City of Sylvania completed and adopted a Downtown Master Plan to help promote vibrancy, pedestrian connectivity, and improved public infrastructure. This Plan is available to review on the city's website located here www.cityofsylvania.com.

One tool that the Plan recommended was the creation of a tax increment financing (TIF) district to help generate additional revenue within the district. The revenues generated in the TIF district are not derived from a new levy or tax, but simply a redirection of the property taxes to help fund public infrastructure improvements in the TIF district.

Over time, as properties increase in value, additional property taxes are generated. With a TIF in place, a portion of these taxes would be redirected back to a separate city fund to directly benefit this district rather than go elsewhere in the community.

The first step is for the City to hold an information meeting to further explain how the TIF will work and we will be able to answer any questions you may have. The meeting will be held on Monday, March 7, 2022 at 6:30pm in City Council Chambers. Included in this mailing is a map of the proposed TIF area and an information sheet on TIF's.

If you have any questions please contact me at bsanford@cityofsylvania.com or 419-885-0482.

Sincerely,

William D. Sanford
Economic Development Director



City Of Sylvania

OFFICE OF THE MAYOR

William D. Sanford
Economic Development /
Admin. Services Coordinator /
Safety Director

TAX INCREMENT FINANCE (TIF) DISTRICTS

WHAT IS A TIF DISTRICT?

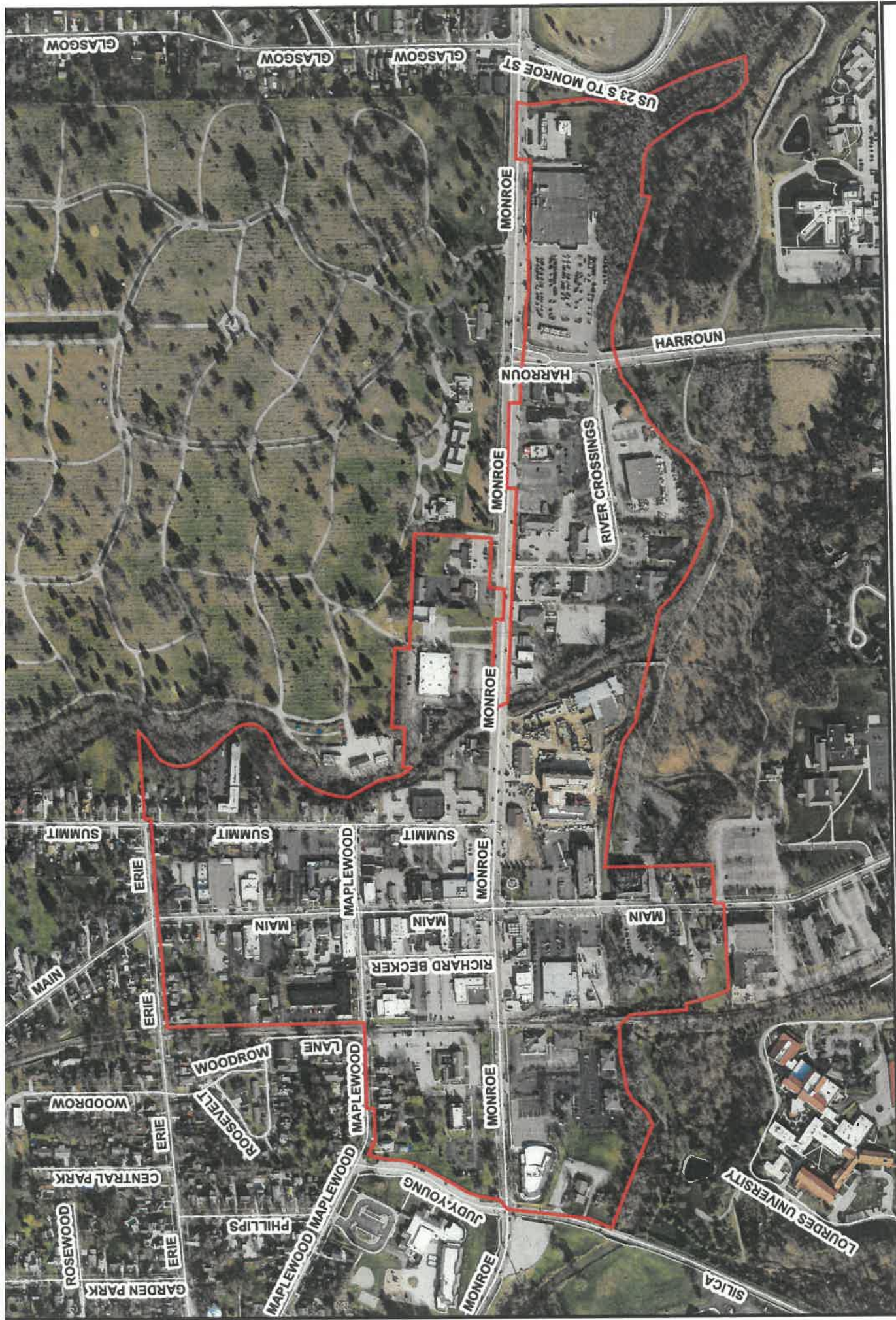
- Tax Increment Financing (TIF) is an economic development mechanism available to local governments in Ohio to finance public infrastructure improvements.
- TIF districts are drawn to include intended parcels that would be receiving new development.
- Typically, TIF districts may not exceed 300 contiguous acres.
- Revenues from the TIF districts can be used to extend utilities, create new roads, perform environmental remediation, acquire land, or build public structures (such as a municipal parking garage).

HOW DOES IT WORK?

- A local entity (The City of Sylvania) would enact legislation designating the TIF boundaries and the term of the TIF.
- Payments derived from the increased assessed value of any improvement to real property beyond existing current value are directed towards a separate fund to finance the construction of public infrastructure defined within the TIF legislation.
- Revenue collected over the term of the TIF, often 10-25 years, can be then used to pay for or service the debt of public infrastructure improvements on the designated site.

KEY CONSIDERATIONS

- The City or entity must first reach consensus on intended properties to be within the TIF district, as well as the proposed improvements that will be funded by TIF revenue.
- While TIF funds are received from improvement values within its borders, new development typically creates a 'ripple effect' of property value increases nearby over time.
- In some instances, the increase in tax burden on surrounding non-TIF properties may become unsustainable. Cities often partially or fully abate increased nearby property tax burdens for the life of the TIF.



DEPARTMENT OF PUBLIC SERVICE

PROPOSED TIF AREA




City of Harroun
MISSOURI



City of Sylvania
Bank Reconciliation
January 2022

B

Ending balance for December 2021	33,243,069.11
Add: Monthly Receipts	<u>3,850,911.93</u>
Subtotal	\$ 37,093,981.04
Less: Monthly Disbursements	<u>3,446,621.57</u>
Ending balance for January 2022	\$ 33,647,359.47
Less:	
CD Metamora Bank	\$ (2,209,253.18)
Star Ohio	(82,369.22)
Petty Cash (1)	(2,050.00)
Cemetery Savings	(1,062.86)
Toledo Community Fund	(31,803.18)
5/3rd Securities	(10,228,827.96)
SJS Account	(5,871,191.45)
UBS Financial	(7,480,656.41)
Premier Bank (CD)	(2,112,245.16)
Key Bank (CD)	-
Sylvania Township Bonds	(80,000.00)
	\$ 5,547,900.05
	<u>\$ 5,547,900.05</u>
(1)	
Division of Public Service	\$ 150.00
Department of Finance	100.00
Division of Water	600.00
Division of Police	200.00
Municipal Court	700.00
Division of Taxation	150.00
Division of Forestry	150.00

Petty Cash Balance \$ 2,050.00

BANK BALANCE	
EOM 5/3rd Bank Balance	\$ 5,894,941.93
Deposit in Transit:	
Income Tax	6,646.67
General Deposit	5,657.15
Subtotal	\$ 5,907,245.75
Less: Outstanding Checks (2)	359,345.70
Adjusted Bank Balance	\$ 5,547,900.05
(2)	
December Outstanding Checks	\$ 744,684.82
Checks written this month	833,657.38
Check#78697 Voided/Cashed 12/9/21 Posted 1/31/22	(17.00)
Subtotal	<u>\$ 1,578,325.20</u>
Checks Cleared this month	<u>(1,218,979.50)</u>
January Outstanding Checks	\$ 359,345.70



Toby Schroyer
Director of Finance, City of Sylvania

MEMO

February 7, 2022

To: Mayor Craig Stough, City Council Members and Administration
Fm: Laura Bigelow
Re: 4th Quarter Reports

Please find enclosed the 4th Quarter Reports for 2021. Please call me at 885-8926 with any questions.



SYLVANIA OHIO | DIVISION OF TAXATION
CHRISTY M. ORDORICA, COMMISSIONER

6730 MONROE STREET SYLVANIA, OHIO 43560
419.885.8940 FAX 419.885.3442

Fourth Quarter Management Report

Key Statistics:	2021	2020
Number of tax returns processed	1,974	2,230
Number of e-filed returns	6	9
Gross Receipts	\$2,549,798.04	\$2,507,685.53
Number of withholding payments processed	3,767	4,447
Number of online payments	95	92
Number of refunds processed	59	68
Delinquent totals	\$923,355.75	\$901,699.69
Amount of money received from collection	\$7676.82	\$4,434.05
Number of accounts turned over for collection	0	57

Items of Special Interest:

The fourth quarter is a time to prepare for the upcoming tax season. During this time, tax forms are updated and updates are made and tested in the e-file tool.

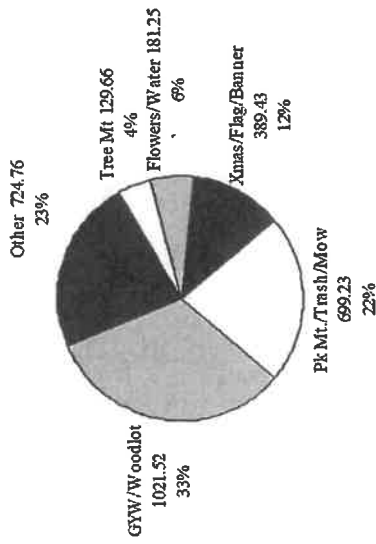
The refuse process was begun in the fourth quarter and will be complete in the first quarter of 2022.

Respectfully submitted,

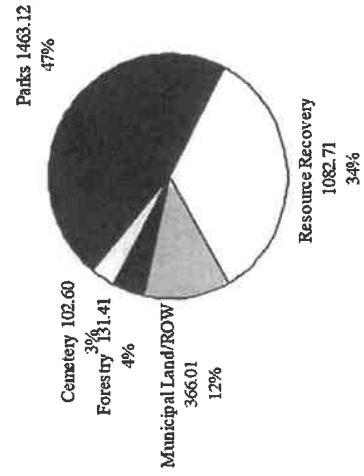
Christy M. Ordorica
Commissioner of Taxation

Parks & Forestry Quarterly Report : October - December, 2021

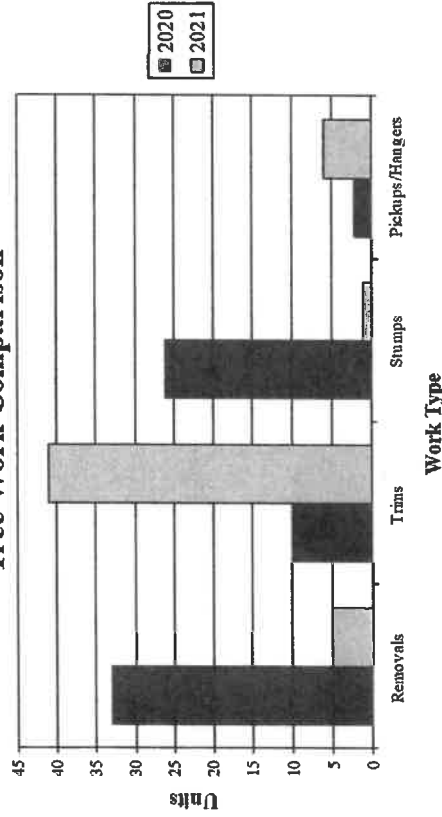
Man-Hours by Work Type



Man-Hours by Account

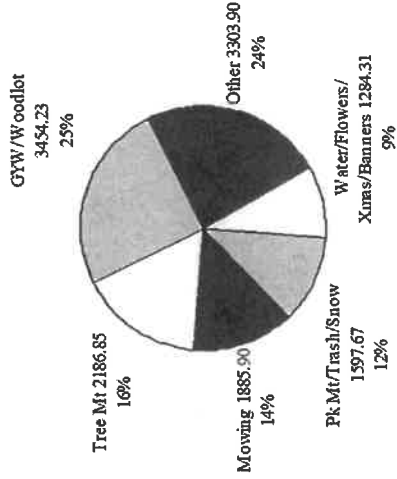


2020 -2021 Tree Work Comparison

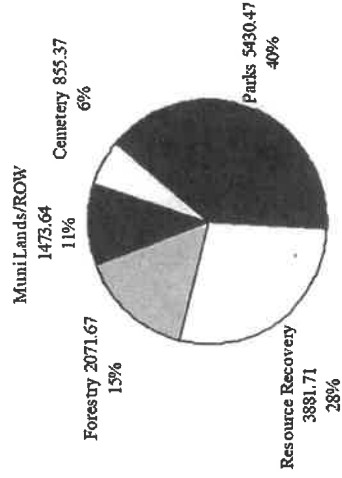


City of Sylvania Parks & Forestry Annual Report : 2021

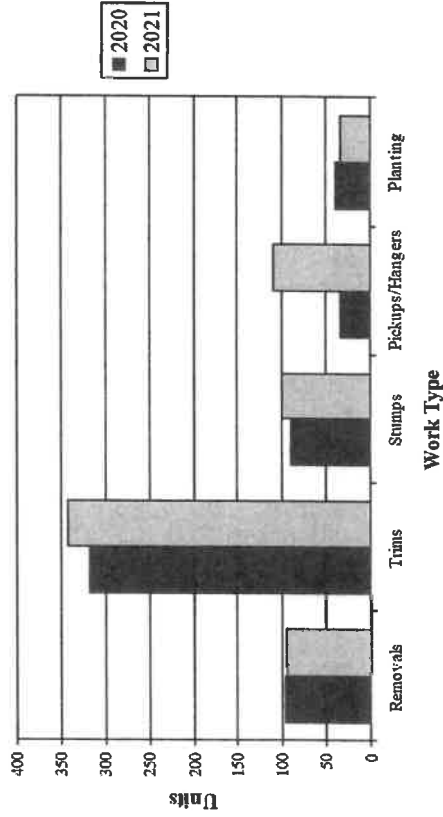
Man-Hours by Work Type



Man-Hours by Account



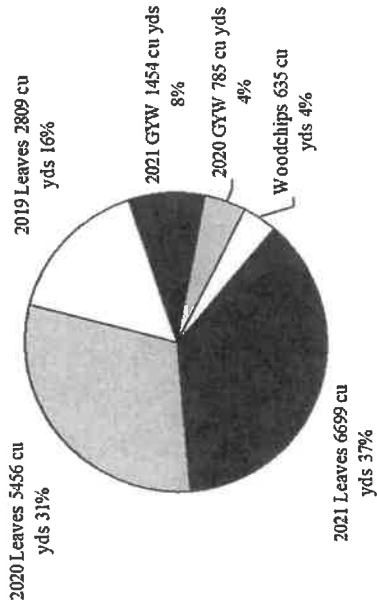
2020 - 2021 Tree Work Comparison



City of Sylvania Parks & Forestry Annual Report : 2021

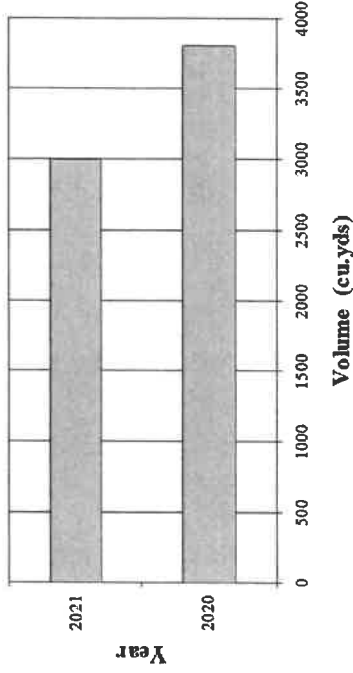
Green Yard Waste – Inventory/Volume Sold/Revenue

2021 Compost Inventory

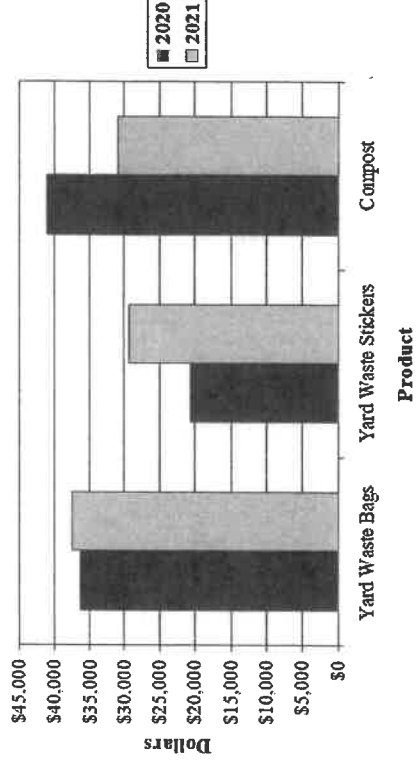


* 2019 Leaves & 2020 GYW available for sale in 2021

2020-2021 Compost Volume Sold



2020 - 2021 Product Revenue Comparison



City of Sylvania Parks & Forestry Annual Report : 2021

Green Yard Waste -- Volume/Man-Hour/Route Distribution

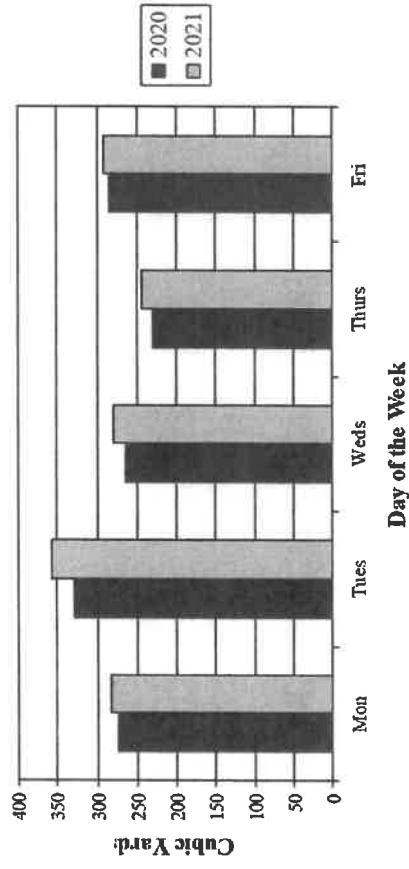
Green Yard Waste Collection Statistics

	<u>2020</u>	<u>2021</u>
Man-Hours	1410.52	1572.46
Route A*	664 cu yds~	724 cu yds~
Route B*	718 cu yds~	730 cu yds~

* Number of households: A - 2891, B - 2615

~ Processed volume.

2020 - 2021 Green Yard Waste Distribution Volume by Day



Zoning Office Key Statistics	2021 1st Qtr	2021 2nd Qtr	2021 3rd Qtr	2021 4th Qtr	2021 Year End
Residential Renovations, Additions & Accessory	5	22	10	8	45
New Dwelling (Residential)	9	1	0	2	12
Estimated Value	\$300,000	350,000		300,000	
New Commercial Construction	0	12	0	1	13
Commercial Additions & Renovations	6	10	5	5	26
Demolition Permits Issued	0	3	2	3	39
Swimming Pool Permits Issued	2	7	6	1	16
Sidewalk Permits Issued	6	23	19	8	56
Fence Permits			16	16	72

<u>Municipal Planning Commission</u>					
Lot Splits	1	0	0	0	1
Council Referrals	3	1	2	2	8
Site Plan Review		0	0	0	9

<u>Architectural Board of Review</u>					
Sign Review	3	10	11	7	31
Architectural Review	3	22	0	1	26

<u>Zoning Complaints</u>					
On Site Inspections	15	24	32	35	106
Open Zoning Complaints	12	14	24	19	69
Closed Zoning Complaints	3	9	8	16	175
Letters & Warnings Sent	10	10	9	11	40

Zoning Office Key Statistics	2021 4th Qtr	2020 4th Qtr
Residential Renovations, Additions & Accessory	8	4
New Dwelling (Residential)	2	0
Estimated Valuation	300,000	
New Commercial Construction	1	0
Commercial Additionas & Renovations	5	3
Demolition Permits Issued	3	1
Swimming Pool Permits Issued	1	1
Sidewalk Permits Issued	8	3
Fence	16	

Municipal Planning Commission		
Lot Splits	0	0
Council Referrals	2	1
Site Plan Review	0	0

Architectural Board of Review		
Sign Review	7	3
Architectural Review - Commercial Construction	1	0

Zoning Complaints		
On Site Inspections	35	17
Open Zoning Complaints	19	14
Closed Zoning Complaints	16	6
Letters & Warnings Sent	11	4



VEHICLE MAINTENANCE
JASON MUSIC

Division of Vehicle Maintenance
Fourth Quarter 2021

Key Statistics

No. of vehicles serviced and repaired:

This Quarter	81
Last Quarter	93

	<u>Unit count</u>	<u>Parts \$</u>	<u>Labor \$</u>	<u>Misc</u>
<u>Fleet Condition:</u>				
<u>SPD:</u> Good, routine maint.	34	\$4,912.00	\$2,745.00	\$0.00
<u>Streets:</u> Good, routine maint.	24	\$6,374.00	\$4,410.00	\$0.00
<u>Water:</u> Good, routine maint.	5	\$401.00	\$465.00	\$0.00
<u>Sewer:</u> Good, routine maint.	2	\$1,110.00	\$270.00	\$0.00
<u>Parks:</u> Good, routine maint.	13	\$4,012.00	\$1,530.00	\$0.00
<u>Other Depts:</u> Good, routine Maint.	3	\$1,053.00	\$450.00	\$0.00
<u>Totals</u>	81	\$17,862.00	\$9,870.00	\$0.00

Misc Repairs (sublet):

Total Vehicle Maintenance cost: **\$27,732.00**

First Quarter 2022: Provide revolving repair and maintenance for all departments. Ready and maintain seasonal equipment such as leaf loaders and plow trucks. As the fleet ages, the equipment will require more maintenance and repairs.

Jason Music

Jason Music
Vehicle Maintenance Manager
1/10/2022

City of Sylvania Management Report
For The Division of Streets
Fourth Quarter - 2021

Key Statistics

Leaf Pick Up :	<u>2021</u>	<u>2020</u>
Full Time Employee	11	10
Full Time Employee Hrs	1,928	1,894
Full Time Employee O.T. Hours	70.5	295 hrs.
Temporary Labor Hours	976	560
Temporary Labor O.T. Hours	7.5	32
Cubic Yds. of Leaves Picked Up	9,830 cu. Yds	11,983 cu.yds
Leaf Pick - Up Rounds	6 (Completed 12/17/2021	6 (Completed 12/15/20)

Ice & Snow Control :	<u>2021</u>	<u>2020</u>
Ice Control & Snow Removal Hrs	29.5 hrs.	65 hrs.
Salt Tonnage Used	64 tons	187 tons
Salt Brine Used for Ice Control	0	0
Maintenance to Salt Brine System	0 hrs.	0 hrs.
Clean Bridge Sidewalks	4 hrs	12 hrs

Traffic Signs Repaired and / or Replaced :

Sign Maintenance Hours	88 hrs.	0 hrs.
Regulatory Signs	2	0
Warning Signs	8	0
Street Name & Informative Signs	6	0

Road Maintenance & Repairs :	<u>2021</u>	<u>2020</u>
Cold Patch Hours	16	176 hrs.
Cold Mix Tonnage Used	1 ton	11 tons.
Street Sweeping Hauled to landfill	0 hrs.	0 hrs.
Asphalt Placed for Repairs	5 tons.	3.5 tons.
Remove and Replace Concrete as needed	3 cu yds	0 cu yds.
Low density backfill	9 cu yds	0 cu yds.
Crack-Fill Hours	40 hrs.	0 hrs.
Basin Repair	184 hrs.	0 hrs.
Curb Repair	0 hrs.	16 hrs.
Bridge Repair	0 hrs.	0 hrs.

Traffic Paint	0 hrs.	0 hrs.
Catch Basins	184 hrs.	0 hrs.

Equipment Maintenance :	<u>2021</u>	<u>2020</u>
--------------------------------	--------------------	--------------------

Leaf Loader - Leaf Box Repair & Repainting Hours	244 hrs.	402 hrs.
Snow Removal Equipment Repair & Repainting Hours	0	0
Miscellaneous Equipment Repairs Hours	202 hrs.	166 hrs.

Miscellaneous :

Snow Plow Damage (Mail Box & Yard Repair)	0 hrs	0 hrs
Dead Animals Removed From Right-of-Way Maintenance Bldg. (Repairs, Cleaning, Painting) Hours	34	8
Inventory & Green Tag Hours	190 hrs.	240 hrs.
Stack Salt at 8425 Sylvania-Metamora Rd. & 5509 Harroun Rd. (Salt Storage Buildings)	0 hrs.	112 hrs.
Clean up Oil Spills on Roadways	40 hrs.	0 hrs
Traffic Signal Repairs	0	0
	9 hrs	0 hrs

Special Events Setup :	<u>2021</u>	<u>2020</u>
Total Hours for Events	56 hrs.	0 hrs.

Fall Festival
 Daves Running 5k & Kids Dash
 Northview / Southview Football Game
 Miracle on Main St
 Two Block Parties

Michael Elliott
 Michael Elliott
 Street Division Foreman
 1/25/2022



SYLVANIA POLICE DIVISION
4TH QUARTER 2021
Management Report Worksheet

	<u>2021</u>	<u>2020</u>
Crime Reports	229	198
Crime Offenses	279	156
Criminal Arrests - Juvenile/Adult	54/4	30/0
Traffic Citations	122	55
Written Warnings	6	10
Total Traffic Stops	607	326
Parking Ticket	0	9
OVI	4	5
Traffic Crashes	102	87
Traffic Crash injuries/fatalities	21	16
Calls for Police Service	4084	2594
Hours Spent Handling Police Calls	1331	988
Emergency Response Time – Priority 1	2:18	1:38
Overtime Hours - Police	1133	286
Overtime Hours - Records	30	209
Training Hours	2629	264
Vehicle Lockouts	61	7
Motorist Assists	50	53
False Alarms - Commercial	67	27
False Alarms - Residential	20	11

DETECTIVE BUREAU

October - December 2021

Active Case Load by Investigator			
Detective	Assigned	Cleared	Total Active
Sgt. Music	16	18	8
Det. Collins	7	11	8
Det. Papenfuss	11	11	11
Monthly Totals	34	40	27

Mobile Device Extractions Completed	2
Storage Device Extractions Completed	4

COMMUNITY AFFAIRS

Quarterly Report – 4th Quarter 2021

"The mission of the Office of Community Affairs is to support the Sylvania Police Division in its efforts to maintain an atmosphere of safety and security for members of the community. To be effective in assisting in this mission, the Office of Community Affairs shall provide education in the areas of substance abuse and positive decision-making in all Sylvania Schools. The Office of Community Affairs shall also provide crime prevention programs and services to educate our citizens and businesses."

Introduction

- Officer Gallup and Officer Beadle have completed the first half of the 2021-2022 school year at NVHS and SVHS.
- Officer Barnswell began the elementary D.A.R.E. program in the schools in the community.
- Officer Barnswell held graduations for the D.A.R.E. classes at Maplewood Elementary, Sylvan Elementary, and St. Joseph Parish School.

Youth Programs / DARE Events/Community Involvement

- Sgt. Pack and Officer Barnswell attended meetings with various school and community groups.
- Officer Beadle gave several presentations and attended numerous meetings with various school and community groups at Southview.
- Officer Gallup gave several presentations and attended numerous meetings with various school and community groups at Northview High School.

Child Safety Seats (Oct. 2021 – Dec. 2021)

Inspected and Installed:

- (12) twelve

Seats arriving installed:

- (12) twelve

Seats arriving installed with errors:

- (9) nine

School Resource Officer Programs

Northview High School - Officer Gallup	
Presentations	5
Meetings/Training	16
General Offense Reports/ Accident Reports	5
Citations / Warnings	3
School Related Complaints/Interviews	12
Parking Lot Assists	2
Court Appearances	0
Security Issues	5
Misc.	0

Southview High School – Officer Beadle	
Presentations	8
Meetings/Training	19
General Offense Reports/ Accident Reports	6
Citations / Warnings	9
School Related Complaints/Interviews	20
Parking Lot Assists	4
Court Appearances	1
Security Issues	8
Misc.	1

Public Safety Cadets

- Public Safety Cadets have trained with several topics this quarter. Topics include the following:
 - Critical Injury First Aid / Tactical Medicine
 - Traffic Crash Investigation (classroom)
 - Bomb Threat Response (classroom)
 - Bomb Threat Response (practical)
 - Basic Patrol Procedures

- The annual Public Safety Cadet awards dinner was held at Te'Kela, 5147 Main Street. The dinner was attended by 4 current cadets (and guests/parents) and 2 former (retired) cadets.
 - Awards:
 - Cadet of the Year – Madison Barnes
 - Community Service Award – Madison Barnes
 - Perfect Attendance – Madison Barnes, Kennedy Hartung
- Officer Amstutz and Officer Steinman attended the Ohio Law Enforcement Explorer Advisors Association Conference.

Volunteer Program – 4th Quarter Report

A. Summary

Hour Summary	
Total Patrol Volunteer hours for October 2021 - December 2021	7
Total Event Volunteer hours for October 2021 - December 2021	68
Total	75
Total Hours for 2021	292.75

Volunteer Patrol Log	
Lockouts	0
House Checks	14
Road Patrol/Traffic Assists	0
Citizen/Motorist Assists	0
Special Assignments:	
A. Events:	
<ul style="list-style-type: none"> • Volunteers assisted with 7 events in the community this quarter. 	

Respectfully submitted,

Sgt. Stacey Pack

Sgt. Stacey Pack #850
Community Affairs

Management

During the 4th quarter of 2021 we had two retirements, Sgt. David Arvay and Officer Amy Martin. Our two Police Cadets graduated from the Owens Police Academy in December and at the years end were awaiting the state exam for certification.

We continue to have had several officers exposed to the COVID-19 virus, but no serious illness. We finished the quarter with no officers off on any extended leave, no suspensions and no personnel off on Family Medical Leave.

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