

Sylvania City Council
March 21, 2022

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 Ms. Stough.
3. Additions to the agenda.
4. Approval of the Council meeting minutes of March 7, 2022.
5. Mayor to present Proclamation to the Southview Cougarettes Dance Team for being State Champions.
6. Maplewood Avenue Reconstruction Project.
 - a. Service Director's report on bids received.
 - b. Proposed Ordinance No. 36-2022, Accepting the bid of Helms and Sons Excavating, Inc. and awarding the contract for the Maplewood Avenue Reconstruction Project.
7. Revised ODOT LPA Local Project Agreements:
Luc-Monroe Street & Silica Dr. Intersections Improvements and
LUC- Silica Drive Bridge Replacement.
 - a. Service Director's report on Project Agreements Revisions.
 - b. Proposed Ordinance No. 37-2022, Authorizing to enter into an amendment to the Agreement with the State of Ohio, Department of Transportation for the Monroe Street and Silica Drive Intersection Improvement Project and the Silica Drive Bridge Replacement Project.
8. Harroun/Flower Hospital/Ravine Traffic Signal project.
 - a. Service Director's report on Consultant Letter of Interest Request.
 - b. Authorize to begin the Letter of Interest solicitation.
9. Donation of body armor to Ohio National Guard for Ukraine.
 - a. Governor DeWine's letter requesting surplus/expired body armor.
 - b. Capt. Miller's response regarding surplus inventory.
 - c. Proposed Ordinance No. 38-2022, Authorizing the donation of personal protective equipment to the Ohio National Guard and the National Guard Bureau to provide equipment to the Ukrainian military.

10. Police Vehicles and Mobile Data Terminals purchases.
 - a. Police Chief's report on purchase.
 - b. Proposed Ordinance No. 39-2022, Authorizing to accept the proposal of Bauman Ford Oregon, LLC for the purchase of two new 2022 Ford Police Interceptor Utility Vehicles.
 - c. Proposed Ordinance No. 40-2022, Authorizing to accept the proposal of D.R. Ebel for the purchase of thirteen (13) new Panasonic Public Sector Specific WIN 10 Pro Mobile Data Terminals.
11. Proposed Ordinance No. 41-2022, Authorizing to enter into a First Amendment to the Agreement for Electronic Monitoring Services with the Board of Commissioners of Lucas County, Ohio.
12. Street Banner Application.
 - a. Application from Lourdes University.
 - b. Proposed Ordinance No. 42-2022, Approving the Banner Application of Lourdes University.
13. Notice of a new D-2, wine & mixed beverages for on premises consumption or in original sealed containers for carryout only until 1:00a.m., permit for Grumpy's Global Holdings LLC, dba Grumpy's, 5629 Main Street, Sylvania, Ohio 43560
14. Committee reports.
15. Committee referrals.

INFORMATION

None.

Minutes of the Meeting of Council
March 7, 2022

The Council of the City of Sylvania, Ohio met in regular session on March 7, 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, Mary Westphal; (6) present; Lyndsey Stough, (1) absent.

Roll call:
Lyndsey Stough
absent; excused.

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

Pledge of
Allegiance.

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

The following items were added to the agenda:

Item #17a. Schedule s Street Committee meeting.
Info Item: Ukrainian flag.

Agenda approval.

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

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

Approval of the
February 22,
2022 meeting
minutes.

Mr. Frye presented the February 22, 2022 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 minutes of the regular meeting of February 22, 2022 be approved; roll call vote being: Frye, McCann, Richardson, Westphal, Hansen, Haynam, (6) yeas; (0) nays. The motion carried.

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

Citizens
Commendation
to Bob May.

Mayor Stough presented a Citizens Commendation to Bob May in recognition and appreciation for valuable assistance rendered to the Sylvania Community for the excellence in the performance of civic responsibilities on February 11, 2022 for assisting a female traffic crash victim who was trapped in a burning vehicle.

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

Mayor's
Proclamation to
Ben Black for
Service to City.

Mayor Stough presented a Proclamation to Ben Black for 43 ½ years of service to the City of Sylvania.

Minutes of the Meeting of Council
March 7, 2022

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

Mr. Frye presented and read aloud by title only, proposed Ordinance No. 25-2022, a written copy of same having been previously furnished to each member of Council “An Ordinance to approve, adopt, and enact current replacement pages to the Codified Ordinances; to repeal Ordinances in conflict therewith; to publish the enactment of new matter; and declaring an emergency.”; Mr. Frye moved, Mr. Hansen seconded for passage of Ordinance No. 25-2022 as an emergency measure; roll call vote being: Richardson, Westphal, Frye, Hansen, Haynam; McCann; (6) yeas; (0) nays. The motion carried.

Ordinance No. 25-2022, “... approve, adopt & enact replacement pages to Codified Ordinances...”

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

Service Director’s report on the purchase of the Sewer Division Small Dump Bed Package was placed on file. Mr. McCann presented and read aloud by title only, proposed Ordinance No. 26 -2022, a written copy of same having been previously furnished to each member of Council “Authorizing the Mayor and Director of Finance to accept the proposal of Kalida Truck Equipment, Inc. for the provision of a new dump truck bed and equipment package for the Division of Sewer, Department of Public Service; appropriating \$33,200 therefore; and declaring an emergency.”; Mr. McCann moved, Mrs. Westphal seconded for passage of Ordinance No. 26-2022 as an emergency measure; roll call vote being: Westphal, Frye, Hansen, Haynam, McCann, Richardson; (6) yeas; (0) nays. The motion carried.

Ordinance No. 26-2022, “...new dump truck bed and equipment pkg for Division of Sewer.

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

Service Director’s report on the purchase of a Parks Division Chevy Silverado 2500HD Pickup was placed on file. Mr. Hansen presented and read aloud by title only, proposed Ordinance No. 27 -2022, a written copy of same having been previously furnished to each member of Council “Authorizing the Mayor and Director of Finance to accept the proposal of Dave White Chevrolet for the provision of a new 2022 Chevrolet Silverado 2500HD pickup truck for the Division of Parks & Forestry, Department of Public Service; appropriating \$37,830 therefore; and declaring an emergency.”; Mr. Hansen moved, Mrs. Westphal seconded for passage of Ordinance No. 22-2022 as an emergency measure; roll call vote being: Frye, Hansen, Haynam, McCann, Richardson, Westphal; (6) yeas; (0) nays. The motion carried.

Ordinance No. 27-2022: “Accepting proposal of Dave White Chevy for the provision of a Chevy Silverado truck for Parks & Forestry....”

Minutes of the Meeting of Council
March 7, 2022

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

Service Director's report on the purchase of the Water Division Chevrolet Silverado 5500 Small Dump Truck and Dump Bed Package was placed on file. Mr. McCann presented and read aloud by title only, proposed Ordinance No. 28-2022, a written copy of same having been previously furnished to each member of Council "Authorizing the Mayor and Director of Finance to accept the proposal of Dave White Chevrolet for the provision of a new 2022 Chevrolet Silverado 5500HD Cab and Chassis for the Division of Water, Department of Public Service; appropriating \$52,318.28 therefore; and declaring an emergency."; Mr. McCann moved, Mrs. Westphal seconded for passage of Ordinance No. 28-2022 as an emergency measure; roll call vote being: Hansen, Haynam, McCann, Richardson, Westphal, Frye; (6) yeas; (0) nays. The motion carried.

Ordinance No. 28-2022; "... accepting proposal of Dave White Chevy for the provision of a Chevy Silverado 5500HD Cab & Chassis for Water Dept...."

Mr. McCann presented and read aloud by title only, proposed Ordinance No. 29-2022, a written copy of same having been previously furnished to each member of Council "Authorizing the Mayor and Director of Finance to accept the proposal of Kalida Truck Equipment, Inc. for the provision of a new Dump Truck Bed and Equipment Package for the Division of Water, Department of Public Service; appropriating \$36,500 therefore; and declaring an emergency."; Mr. McCann moved, Mr. Haynam seconded for passage of Ordinance No. 29-2022 as an emergency measure; roll call vote being: Haynam, McCann, Richardson, Westphal, Frye, Hansen; (6) yeas; (0) nays. The motion carried.

Ordinance No. 29-2022; "... accepting proposal of Kalida Truck Equip Co for provision on Truck Bed & Equipment Pkg..."

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

Service Director's report on the purchase of the Streets Division Chevrolet Silverado 5500 Small Dump Truck was placed on file. Mr. Richardson presented and read aloud by title only, proposed Ordinance No. 30-2022, a written copy of same having been previously furnished to each member of Council "Authorizing the Mayor and Director of Finance to accept the proposal of Dave White Chevrolet for the provision of two (2) new 2022 Chevrolet Silverado 5500HD Cab and Chassis for the Division of Streets, Department of Public Service; appropriating \$105,806.56 therefore; and declaring an emergency."; Mr. Richardson moved, Mrs. Westphal seconded for passage of Ordinance No. 30-2022 as an emergency measure; roll call vote being: McCann, Richardson, Westphal, Frye, Hansen, Haynam; (6) yeas; (0) nays. The motion carried.

Ordinance No. 30-2022; "... accepting proposal of Dave White Chevy for the provision of two (2) Chevy Silverado 5500HD Cab & Chassis for Streets Dept...."

Minutes of the Meeting of Council
March 7, 2022

Mr. Richardson presented and read aloud by title only, proposed Ordinance No. 31-2022, a written copy of same having been previously furnished to each member of Council “Authorizing the Mayor and Director of Finance to accept the proposal of Kalida Truck Equipment, Inc. for the provision of two (2) new Dump Truck Bed and Equipment Packages for the Division of Streets, Department of Public Service; appropriating \$66,800 therefore; and declaring an emergency.”; Mr. Richardson moved, Mr. Hansen seconded for passage of Ordinance No. 31-2022 as an emergency measure; roll call vote being: Richardson, Westphal, Frye, Hansen, Haynam, McCann; (6) yeas; (0) nays. The motion carried.

Ordinance No. 31-2022, “...accept proposal of Kalida Trk Equip Co for 2 new Dump Truck Bed and Equipment Packages for Streets....”

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

Service Director’ report on the Elden Ditch Hydraulic Study was placed on file after a brief discussion.

Elden Ditch Hydraulic Study.

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

Mrs. Westphal moved, Mr. Hansen seconded to allow Mr. Frye to push back from table due to conflict of interest. Roll call vote being: Richardson, Westphal, Hansen, Haynam, McCann; (5) yeas; (0) nays. The motion carried.

Mr. Frye push back from table; conflict of interest.

Mr. McCann presented and read aloud by title only, proposed Ordinance No. 32-2022, a written copy of same having been previously furnished to each member of Council “Authorizing the Mayor and Director of Finance to enter into a Customer Supply Agreement for the provision of electric energy to Residential and Small Commercial Customers within the City of Sylvania; and declaring an emergency.”; Mr. McCann moved, Mr. Haynam seconded for passage of Ordinance No. 32-2022 as an emergency measure; roll call vote being: Westphal, Hansen, Haynam, McCann Richardson; (5) yeas; (0) nays. The motion carried.

Ordinance No. 32-2022, Authorizing to enter into a Customer Supply Agreement for provision of Electric Energy.

Minutes of the Meeting of Council
March 7, 2022

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

Mr. McCann presented and read aloud by title only, proposed Ordinance No. 33-2022, a written copy of same having been previously furnished to each member of Council “Authorizing the Mayor and Director of Finance to enter into a Customer Supply Agreement for the provision of Natural Gas to Residential and Small Commercial Customers within the City of Sylvania beginning in June 2022; and declaring an emergency.”; Mr. McCann moved, Mr. Haynam seconded for passage of Ordinance No. 33-2022 as an emergency measure; roll call vote being: Hansen, Haynam, McCann Richardson, Westphal,; (5) yeas; (0) nays. The motion carried.

Ordinance No. 33-2022, Authorizing to enter into a Customer Supply Agreement for provision of Natural Gas beginning 6/2022.

Mr. Frye returned to the table.

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

Mrs. Westphal moved, Mr. Hansen seconded to allow Mr. Richardson to push back from the table due to conflict of interest. Roll call vote being: Frye, Haynam, McCann Richardson, Westphal, Hansen; (6) yeas; (0) nays. The motion carried.

Mr. Richardson push back from table, conflict of interest.

Mrs. Westphal presented and read aloud by title only, proposed Ordinance No. 34-2022, a written copy of same having been previously furnished to each member of Council “Authorizing the Mayor and Director of Finance to enter into a 3-year Collective Bargaining Agreement commencing January 1, 2022, with the Fraternal Order of Police, Lodge No. 129, on behalf of the Patrolmen; and declaring an emergency.”; Mrs. Westphal moved, Mr. Frye seconded for passage of Ordinance No. 34-2022 as an emergency measure; roll call vote being: Frye, Hansen, Haynam, McCann, Westphal; (5) yeas; (0) nays. The motion carried.

Ordinance No. 34-2022, “... authorizing to enter into a 3-yr. Collective Bargaining Agreement.... Patrolmen... beginning 1/1/22....”

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

Mrs. Westphal presented and read aloud by title only, proposed Ordinance No. 35-2022, a written copy of same having been previously furnished to each member of Council “Authorizing the Mayor and Director of Finance to enter into a 3-year Collective Bargaining Agreement commencing January 1, 2022, with the Sylvania Police Command Officer’s Association on behalf of the Sergeants; and declaring an emergency.”; Mrs. Westphal moved, Mr. Hansen seconded for passage of Ordinance

Ordinance No. 35-2022, “... authorizing to enter into a 3-yr. Collective Bargaining

Minutes of the Meeting of Council
March 7, 2022

No. 35-2022 as an emergency measure; roll call vote being: Hansen, Haynam, McCann, Westphal, Frye; (5) yeas; (0) nays. The motion carried. Agreement.... Sergeants... beginning 1/1/22....”

Mr. Richardson returned to the table.

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

Mr. Richardson moved, Mrs. Westphal to set a Streets Committee meeting for April 4th at 7:00 p.m. to discuss the potential scooter program in council chambers; roll call vote being: Haynam, McCann, Richardson, Westphal, Frye, Hansen; (6) yeas; (0) nays. The motion carried. Set Streets Committee Mtg for 4/4/22 @ 7:00 p.m.

Mayor Stough stated he has acquired a Ukrainian flag that is now flying in front of City Hall and has received positive responses from the Community.

Mayor Stough stated all agenda items have been addressed.

Mr. Frye moved, Mrs. Westphal seconded to adjourn at 8:35 p.m. Roll call vote being: Haynam, Westphal, McCann, Richardson, Frye, Hansen, (6) yeas; (0) nays. Adjournment.

Clerk of Council

Mayor

Office of the Mayor

P Proclamation

Whereas: The Ohio Association of Secondary School Administrators 30th Annual Cheer & Dance State Championships were held in Columbus, Ohio on February 26 & 27, 2022; and

WHEREAS: Sylvania Southview Cougarettes (competitive and performance dance team) danced their way to State Championship with First in Large Jazz and First in Large Pom; and

WHEREAS: The State Champion team members are Ava Stoll, Ally Scharf, Elise Gravelle, Carly Nusbaum, Ashley Welt, Morgan Kwiatkowski, Bella Russen, Paige Britton, Alli Freels, Avery O’Loughlin, Sophie Golding, Samantha Zobrist and Allison Hood led by coaches Lauren Gant-Wilson and Emily Micsko-Kreuz.

NOW, THEREFORE, I, Craig A. Stough, Mayor, do hereby proclaim Monday, March 21, 2022 as:

SYLVANIA SOUTHVIEW COUGARETTES DAY

in the City of Sylvania.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Sylvania to be set this 21st day of March, 2022.



Craig A. Stough, Mayor
City of Sylvania, State of Ohio

69



DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE DIRECTOR

March 21, 2022

To: The Mayor and Members of Sylvania City Council

Re: **Maplewood Avenue Reconstruction**

Dear Mr. Mayor and Council Members:

We received bids on March 9, 2022 for the above referenced project. There were a total of three (3) bids received.

The lowest bid was submitted by Helms and Sons Excavating, Inc. Their bid of \$684,211.20 was approximately 4.9% under the Engineer's Estimate of \$719,400.

Helms and Sons has performed work for the City before including being the prime contractor on the Main Street Reconstruction Project (Monroe Street to Tenmile Creek) completed in 2018.

Therefore, it is our recommendation that the contract be awarded to Helms and Sons Excavating, Inc., in the amount of \$684,211.20 using account 401-7610-53503.

Please call if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Kevin G. Aller".

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

66

ORDINANCE NO. 36 -2022

ACCEPTING THE BID OF HELMS AND SONS EXCAVATING, INC. AND AWARDING THE CONTRACT FOR THE MAPLEWOOD AVENUE RECONSTRUCTION PROJECT TO SAME; AUTHORIZING THE EXPENDITURE FOR THE IMPROVEMENTS IN THE AMOUNT OF \$684,211.20; APPROPRIATING FUNDS THEREFORE; AND DECLARING AN EMERGENCY.

WHEREAS, plans for the Maplewood Avenue Reconstruction Project have been completed and are now on file with the Clerk of this Council; and,

WHEREAS, the Clerk of Council was authorized to advertise for bids at the January 18, 2022 Council meeting and thereafter the Clerk advertised for bids, and the bids were opened on March 9, 2022, and thereafter, the Director of Public Service, by report dated March 21, 2022, stated that the total estimate for the Maplewood Avenue Reconstruction Project was \$719,400 and the following bids were received:

<u>BIDDERS</u>	<u>BID PRICE</u>
Helms & Sons Excavating, Inc.	\$ 684,211.20
Buckeye Excavating & Construction	785,132.00
Crestline Paving and Excavating	788,459.95

WHEREAS, the three (3) bids offered by the above bidders meet all of the City's specifications and the Director of Public Service, by report dated March 21, 2022, has recommended acceptance of the lowest and best bid of Helms & Sons Excavating, Inc. and that the contract for the Maplewood Avenue Reconstruction Project be awarded to same.

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

SECTION 1. That the bid of Helms & Sons Excavating, Inc. for said Maplewood Avenue Reconstruction Project, in the amount of Six Hundred Eighty-Four Thousand Two Hundred Eleven and 20/100 Dollars (\$684,211.20), is hereby determined to be the lowest and best bid received and the same is hereby accepted.

SECTION 2. That the Mayor and Director of Finance be, and hereby are, authorized and

directed to execute a contract with the bidder named in Section 1 above for the furnishing of such labor and materials in accordance with said bid.

SECTION 3. That to provide funds for said improvements hereby authorized, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore appropriated to **Account No. 401-7610-53503 – Street Improvements**, the total sum of Six Hundred Eighty-Four Thousand Two Hundred Eleven and 20/100 Dollars (\$684,211.20).

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

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

SECTION 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the bid of Helms & Sons Excavating should be accepted immediately so as to provide for the commencement of the Maplewood Avenue Reconstruction Project at the earliest possible time. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2022, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

7a



DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE DIRECTOR

March 21, 2022

To: The Mayor and Members of Sylvania City Council

Re: **REVISED ODOT LPA LOCAL LET PROJECT AGREEMENTS**
LUC-MONROE STREET & SILICA DRIVE INTERSECTION IMPROVEMENTS (PID 107489)
LUC-SILICA DRIVE BRIDGE REPLACEMENT (111563)

Dear Mr. Mayor and Council Members:

Any locally administered projects that use federal monies require an Agreement between ODOT and the Local Public Agency (LPA). The Agreement outlines the relationship between ODOT and the LPA during the project and includes guidelines on funding participation, overall project development, environmental commitments, and right-of-way acquisition.

On November 16, 2020 the Service Department requested approval of two (2) LPA Agreements with ODOT on the LUC-Silica Drive Bridge Replacement Project (PID 111563) and the LUC-Monroe Street & Silica Drive Intersection Improvements Project (PID 107489). These approvals were granted via Ordinances 99-2020 and 100-2020 respectively. Several changes have occurred during plan development including revisions to funding allocations for each project and the combining these projects at an administrative level into one project.

Specifically, PID 107489 has received an increased Congestion Mitigation and Air Quality (CMAQ) funding allocation from \$2,373,500 to \$2,956,748. PID 111563 has received an increased Ohio Municipal Bridge (OMB) funding allocation from \$1,209,333 to \$1,387,426. Finally, since both projects are going to be constructed at the same time and under one construction contract ODOT would like to combine both projects into one Project Identification Number (107489).

We would request approval of this Revised LPA Agreement. Please call with any questions.

Sincerely,

A handwritten signature in blue ink that reads "Kevin G. Aller".

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

CFDA 20.205

LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the City of Sylvania hereinafter referred to as the LPA, 6730 Monroe St., Sylvania, Ohio 43560

1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the **Ohio Revised Code** (hereinafter referred to as ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The CMAQ fund project to construct intersection improvements at Monroe St and Silica Drive, including an additional EB lane on Monroe St from Silica Drive to Main Street and the replacement of the Silica Bridge over Ten Mile Creek.(hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

2. LEGAL REFERENCES AND COMPLIANCE

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:
 - a. National Transportation Act, Title 23, U.S.C.; 23 CFR 635.105;
 - b. Federal Funding Accountability and Transparency Act of 2006 (FFATA);
 - c. 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
 - d. ODOT Locally Administered Transportation Projects, Manual of Procedures; and
 - e. State of Ohio Department of Transportation Construction and Material Specifications Manual (applicable to dates of PROJECT).
- 2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

3. FUNDING

- 3.1 The total cost for the PROJECT is estimated to be \$ 5,938,208 as set forth in Attachment 1. ODOT shall provide to the LPA 80 percent of the CMAQ eligible costs, up to a maximum of \$ 2,956,748 in Federal funds. ODOT shall provide to the LPA 95 percent of the eligible costs, up to a maximum of \$ 1,387,427 in Municipal Bridge Funds. These maximums included a 15 percent Toll Revenue Credit up to a maximum of \$ 219,067. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.
- 3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100 percent Locally-funded work, cost overruns and contractor claims.

4. PROJECT DEVELOPMENT AND DESIGN

- 4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.
- 4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.
- 4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The LPA shall (**option one**: follow its own formally written set of local design standards **or option two**: make use of ODOT's Location and Design Manual (L&D), or the appropriate AASHTO publication). Even though the LPA may use its own standards, ODOT may require the LPA to use a design based on the L&D Manual for projects that contain a high crash rate or areas of crash concentrations. Where the LPA has adopted ODOT standards for the PROJECT, the LPA shall be responsible for ensuring that any ODOT standards used for the PROJECT are current and/or updated. The LPA shall be responsible for periodically contacting the ODOT District LPA Coordinator or through the following Internet website for any changes or updates: www.dot.state.oh.us/drrc/Pages/default.aspx
- 4.4 The LPA shall either designate an LPA employee, who is a registered professional engineer, to act as the Project Design Engineer and serve as the LPA's principal representative for attending to project responsibilities or engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC sections 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT
- 4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

5. ENVIRONMENTAL RESPONSIBILITIES

- 5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related regulations, including the requirements of the National Historic Preservation Act; and for securing all necessary permits.

- 5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-Qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at www.dot.state.oh.us/CONTRACT. If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 5.3 ODOT shall be responsible for the review of all environmental documents and reports and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the PROJECT.
- 5.5 The LPA shall require its consultant, selected to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act, to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.
- 5.6 The LPA shall submit a NOI to Ohio EPA to obtain coverage under the National Pollution Discharge Elimination System (NPDES) Construction General Permit for all projects where the combined Contractor and Project Earth Disturbing Activity (EDA) are one acre or more. If the LPA chooses not to use ODOT's L&D Vol. 2 on Local-Let LPA projects, they may use an alternative post-construction BMP criteria with Ohio EPA approval.

6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT.
- 6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that the all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work is not permitted to perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.

- 6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with project construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the project real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.
- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.
- 6.8 The LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.
- 6.9 Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.
7. ADVERTISING, SALE AND AWARD
- 7.1 The LPA shall not advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Coordinator as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.
- 7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The period between the first legal advertising date and the bid opening date shall be a minimum of twenty-one (21) calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials. ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and selling the contracts.
- 7.4 The LPA must incorporate ODOT's LPA Bid Template in its bid documents. The template includes Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices

that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts as well as appropriate subcontracts and purchase orders.

- 7.5 The LPA shall require the contractor to be enrolled in, and maintain good standing in, the Ohio Bureau of Workers' Compensation Drug-Free Safety Program (DFSP), or a similar program approved by the Bureau of Workers' Compensation, and the LPA must require the same of any of its subcontractors.
- 7.6 Only pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in effect/current **at the time of award**. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement. In accordance with FHWA Form 1273 Section VII and 23 CFR 635.116, the "prime" contractor must perform no less than 30 percent of the total original contract price. The 30-percent prime requirement does not apply to design-build contracts.
- 7.7 In accordance with ORC Section 153.54, et. seq., the LPA shall require that the selected contractor provide a performance and payment bond in an amount equal to at least 100 percent of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond. If the LPA has 100 percent locally-funded work product within this Agreement, the LPA must allocate the correct percent of the performance and payment bond cost to the 100 percent locally-funded work product.
- 7.8 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is not subject to a finding for recovery under ORC Section 9.24, that the contractor has taken the appropriate remedial steps required under ORC Section 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at <https://ohioauditor.gov/findings.html> . If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.
- 7.9 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is an active registrant on the Federal System for Award Management (SAM). Pursuant to 48 CFR 9.404, contractors that have an active exclusion on SAM are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all federal funding commitments.
- 7.10 The LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.
- 7.11 After analyzing all bids for completeness, accuracy, and responsiveness, per ORC 153.12, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA within 60 days after bid opening. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this Agreement, if applicable.

8. CONSTRUCTION CONTRACT ADMINISTRATION

- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC sections 153.65 through 153.71. Any construction contract administration or engineering costs incurred by

the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this Agreement.

- 8.2 The LPA must maintain a project daily diary that is up-to-date and contains the following information: all work performed, list of equipment utilized, project personnel and hours worked, pay quantities, daily weather conditions, special notes and instructions to the contractor, and any unusual events occurring on or adjacent to the PROJECT. Additionally, the LPA is responsible for documenting measurements, calculations, material quality, quantity, and basis for payment; change orders, claims, testing and results, traffic, inspections, plan changes, prevailing wage, EEO and DBE, if applicable. The LPA is responsible for ensuring all materials incorporated into the PROJECT comply with ODOT's Construction and Material Specifications and meet the requirements of Appendix J in the LTP Manual of Procedures.
- 8.3 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.4 The Federal-aid Highway Program operates on a reimbursement basis, which requires that costs actually be incurred and paid before a request is made for reimbursement. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. If the LPA is requests reimbursement, it must provide documentation of payment for the project costs requested. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.
- 8.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA.
- 8.6 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of Chapter 1311 of the ORC may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the lien is resolved.
- 8.7 Payment or reimbursement to the LPA shall be submitted to:

Joseph Shaw
6730 Monroe St.,
Sylvania, Ohio 43560

- 8.8 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated

suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all Federal funding commitments.

- 8.9 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and, if necessary, unilaterally modify any other term of this Agreement in order to preserve its Federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.
- 8.10 Any LPA right, claim, interest, and/or right of action, whether contingent or vested, arising out of, or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the Claim), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in/to the Claim and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim. The LPA further authorizes ODOT to sue, compromise, or settle any such Claim. It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all of the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim including requests for information and/or documents and/or to testify.
- 8.11 After completion of the PROJECT, and in accordance with Title 23 United States Code 116 and applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies, and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any Federally-funded programs.
- 8.12 The LPA must provide the final invoices, and final report (Appendix P located in the Construction Chapter of the LPA Manual) along with all necessary closeout documentation within 6 months of the physical completion date of the PROJECT. All costs must be submitted within 6 months of the established completion date. Failure to submit final invoices along with the necessary closeout documentation within the 6-month period may result in closeout of the PROJECT and loss of eligibility of any remaining Federal and or State funds.

9. CERTIFICATION AND RECAPTURE OF FUNDS

- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.

10. NONDISCRIMINATION

- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.
- 10.3 The LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. To meet this requirement, subcontractors who claim to be DBEs must be certified by ODOT. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

Disadvantaged Business Enterprise (DBE) Requirement. DBE participation goals (subcontracts, materials, supplies) have been set on this PROJECT for those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the **ORC**.

ODOT shall supply the percentage goal to the LPA upon review of the Engineer's Estimate. Prior to executing the contract with the contractor, and in order for ODOT to encumber the Federal/State funds, the contractor must demonstrate compliance with the DBE Utilization Plan and Good Faith Efforts requirements.

GOOD FAITH EFFORTS (GFEs)

In the event that the DBE contract goal established by ODOT is not met on a project, the Contractor shall demonstrate that it made adequate good faith efforts to meet the goal, even though it did not succeed in obtaining enough DBE participation to do so.

The Contractor shall demonstrate its GFEs by submitting information including but not limited to the following to the LPA:

- (1) All written quotes received from certified DBE firms;
- (2) All written (including email) communications between the Contractor and DBE firms;
- (3) All written solicitations to DBE firms, even if unsuccessful;

- (4) Copies of each non-DBE quote when a non-DBE was selected over a DBE for work on the contract;
- (5) Phone logs of communications with DBE firms.

The LPA will send the GFE documentation including their recommendation to ODOT at the following address:

Office of Small & Disadvantaged Business Enterprise
The Ohio Department of Transportation
1980 West Broad Street, Mail Stop 3270
Columbus, Ohio 43223

ODOT shall utilize the guidance set forth in 49 CFR §26.53 Appendix A in determining whether the Contractor has made adequate good faith efforts to meet the goal. ODOT will review the GFE documentation and the LPA's recommendation and issue a written determination on whether adequate GFEs have been demonstrated by the Contractor.

The Contractor may request administrative reconsideration within two (2) days of being informed that it did not perform a GFE. The Contractor must make this request in writing to the following official:

Ohio Department of Transportation
Division of Chief Legal Counsel
1980 West Broad Street, Mail Stop 1500
Columbus, Ohio 43223

The reconsideration official will not have played any role in the original determination that the Contractor did not document sufficient good faith effort.

As part of this reconsideration, the Contractor will have the opportunity to provide written documentation or an argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. ODOT will send the Contractor a written decision on reconsideration explaining the basis for finding that the Contractor did or did not meet the goal or make adequate good faith efforts. The result of the reconsideration process is not administratively appealable.

ODOT may issue sanctions if the Contractor fails to comply with the contract requirements and/or fails to demonstrate the necessary good faith effort. ODOT may impose any of the following sanctions:

- (a) letter of reprimand;
- (b) contract termination; and/or
- (c) other remedies available by law including administrative suspension.

Factors to be considered in issuing sanctions include, but are not limited to:

- (a) the magnitude and the type of offense;
- (b) the degree of the Consultant's culpability;
- (c) any steps taken to rectify the situation;
- (d) the Contractor's record of performance on other projects including, but not limited to:
 - (1) annual DBE participation over DBE goals;
 - (2) annual DBE participation on projects without goals;
 - (3) number of complaints ODOT has received from DBEs regarding the Contractor; and,
 - (4) the number of times the Contractor has been previously sanctioned by ODOT; and,
- (e) Whether the Contractor falsified, misrepresented, or withheld information.

10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest agrees as follows:

- (a) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

- (b) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.
- (c) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency.
- (d) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- (e) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
- (1) withholding of payments to the LPA under the contract until the LPA complies, and/or
 - (2) cancellation, termination or suspension of the contract, in whole or in part.
- (f) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs 10.4 (a) through (e) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such

litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

- 11.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultants or contractors performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultants and contractors shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.
- 11.2 The LPA shall not allow its consultants or contractors to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant or contractor has provided for such use by suitable legal agreement with the owner of such copyright, patent or similar protection. A consultant or contractor making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.
- 11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.
- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors.

Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.

- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
- 12.5 This Agreement and obligation of the parties herein may be terminated by either party with thirty days written notice to the other party. In the event of termination, the LPA shall cease work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.
- 12.3. In the event of termination for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

- 13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the ORC.
- 13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE

- 14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

If to ODOT:

Joseph Shaw, City Administrator	Matthew Sommerfeld P.E.
City of Sylvania	Ohio Department of Transportation
6730 Monroe St	317 E. Poe Rd
Sylvania, Ohio 43560	Bowling Green, OH 43402
jshaw@cityofsylvania.com	matthew.sommerfeld@dot.ohio.gov

15. GENERAL PROVISIONS

15.1 *Recovery of LPA's allocable project Direct Labor, Fringe Benefits, and/or Indirect Costs:*

To be eligible to recover any costs associated with the LPA's internal labor forces allocable to this PROJECT, the LPA shall make an appropriate selection below: [*LPA official must initial the option selected.*]

1. No cost recovery of LPA's project direct labor, fringe benefits, or overhead costs.

- (A) The LPA **does not** currently maintain an ODOT approved federally compliant time-tracking system¹, **and**
- (B) The LPA **does not** intend to have a federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this PROJECT, **and/or**
- (C) The LPA **does not** intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this PROJECT Agreement.

2. Direct labor plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.²

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**
- (B) The LPA **does not** currently have, and **does not** intend to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

3. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.³

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

1 A "federally compliant time-tracking system" is supported by a system of internal controls and record-keeping that accurately reflects the work performed; which provides reasonable assurance that the time being charged is accurate, allowable, and properly allocated; is incorporated in official records such as payroll records; reasonably reflects the employee's total activity; provides a time or percentage breakdown on all activities, both Federally funded and non-Federally funded for the employee and complies with the LPA's pre-established accounting practices and procedures.

2 [Also be sure to read footnote # 1] The De Minimis Indirect Cost Rate is 10 percent of modified total direct costs (MTDC) per 2 CFR §200.414. The definition of MTDC is provided in the regulation at 2 CFR §200.68. Any questions regarding the calculation of MTDC for a specific project should be directed to the Office of Local Programs. Further, regardless of whether the LPA subrecipient negotiates overhead rates with ODOT or uses the 10-percent de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs, and then potentially associated fringe/indirect costs, only if the labor costs are accumulated, tracked, and allocated in accordance with compliant systems. Before an LPA is eligible to invoice ODOT for and recover the 10% de minimis indirect cost rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. A non-Federal entity that elects to charge the de minimis rate must meet the requirements in 2 CFR 200 Appendix VII Section D, Part 1, paragraph b.

3 [Also be sure to read footnotes # 1 and 2] The fringe benefits rate billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the ODOT Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rate for that fiscal year to determine which rate is



4. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the LPA's ODOT approved Indirect Cost Rate.⁴

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, *and*
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT, *and*
- (C) Instead of using the Federal 10% De Minimis Indirect Cost Rate, the LPA currently has, or intends to negotiate, an ODOT approved indirect cost rate prior to the period of performance of this PROJECT.

For any allocable project labor costs to be eligible for reimbursement with Federal and/or State funds, the LPA must maintain compliance with all timekeeping requirements specified in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe and/or indirect costs, the LPA shall maintain compliance with Appendix VII of 2 CFR Part 200 and the LATP Manual of Procedures.

15.2 If the LPA decides to change its indirect cost recovery option, the change shall not become effective until this Agreement is amended pursuant to section 15.12 below to reflect the indirect cost recovery option utilized by the LPA on the PROJECT.

15.3 *Financial Reporting and Audit Requirements:* One or more phases of this Agreement include a sub award of Federal funds to the LPA. Accordingly, the LPA must comply with the financial reporting and audit requirements of 2 CFR Part 200.

All non-federal entities, including ODOT's LPA sub recipients, that have aggregate federal awards expenditures from all sources of \$750,000 or more in the non-federal entity's fiscal year must have a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

Federal and State funds expended to or on behalf of a sub recipient must be recorded in the accounting records of the LPA subrecipient. The LPA is responsible for tracking all project payments throughout the life of the PROJECT in order to ensure an accurate Schedule of Expenditures of Federal Awards (SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this Agreement as a subaward. *Applicable Federal Funds* include not only those LPA project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the LPA.

The LPA must separately identify each ODOT PID and/or Project and the corresponding expenditures on its SEFA. LPAs are responsible for ensuring expenditures related to this PROJECT are reported when the activity related to the Federal award occurs. Further, the LPA may make this determination consistent with section 2 CFR §200.502 and its established accounting method to determine expenditures including accrual, modified accrual or cash basis.

applicable. Accordingly, the fringe benefits rate applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rate.

4 [Also be sure to read footnote # 1] The fringe benefits and indirect cost rates billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rates for that fiscal year to determine which rates are applicable. Accordingly, the rates applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rates.

When project expenditures are not accurately reported on the SEFA, the LPA may be required to make corrections to and republish the SEFA to ensure Federal funds are accurately reported in the correct fiscal year. An ODOT request for the restatement of a previously published SEFA will be coordinated with the Ohio Auditor of State.

- 15.4 *Record Retention:* The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years after FHWA approves the LPA's final Federal voucher for reimbursement of project expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this contract.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

- 15.5 *Ohio Ethics Laws:* LPA agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the ORC.
- 15.6 *State Property Drug-Free Workplace Compliance:* In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.7 *Trade:* Pursuant to the federal Export Administration Act and Ohio Revised Code 9.76(B), the LPA and any contractor or sub-contractor shall warrant that they are not boycotting any jurisdiction with whom the United States and the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

The State of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The LPA certifies that it, its Contractors, subcontractors, and any agent of the Contractor or its subcontractors, acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

- 15.8 *Lobbying:* Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of

Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

- 15.9 *Debarment.* LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.
- 15.10 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.11 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.12 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.13 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.14 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.
- 15.15 *Facsimile Signatures:* Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile or electronic signature on any other party delivered in such a manner as if such signature were an original.

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA: City of Sylvania	STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION
By:	By:
Title: Craig Stough Mayor	Jack Marchbanks Director
Date:	Date:

Attachment 1

PROJECT BUDGET – SOURCES AND USES OF FUNDS

USES	LPA FUNDS			FHWA FUNDS			STATE FUNDS			TOTAL
	Amount	%	SAC	Amount	%	SAC	Amount	%	SAC	
PRELIMINARY DEVELOPMENT										
FINAL DESIGN, CONSTRUCTION PLANS & SPECIFICATIONS										
ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION										
PROJECT CONSTRUCTION COSTS										
CMAQ	739,187	20	LNTP	2,956,748	80	4TB7/TM02				3,695,935
	302,064	100	LNTP							302,064
Municipal Bridge	65,199	5	LNTP	1,238,773	95	4R87				1,303,972
INSPECTION										
CMAQ	479,760	100	LNTP							479,760
Municipal Bridge	7,824	5	LNTP	148,653	95	4R87				156,477
TOTALS	1,594,034			4,344,174						5,938,208

CMAQ Funding Max Fed cap = \$2,956,748 @ 80% SAC 4TB7
 Fed Const Max Municipal Bridge funding cap = \$1,387,427 @95% 4R87 using 15% TRC

Attachment 2

LUC MONROE/SILICA
PAV/BRIDGE
 COUNTY-ROUTE-SECTION

 107489
 PID NUMBER

 37468
 AGREEMENT NUMBER

DIRECT PAYMENT OF CONTRACTOR

At the direction of the LPA and upon approval of ODOT, payments for work performed under the terms of the Agreement by the LPA's contractor shall be paid directly to the contractor in the pro-rata share of Federal/State participation. The invoice package shall be prepared by the LPA as previously defined in this Agreement, and shall indicate that the payment is to be made to the contractor. In addition, the invoice must state the contractor's name, mailing address and OAKS Vendor ID. Separate invoices shall be submitted for payments that are to be made to the contractor and those that are to be made to the LPA.

When ODOT uses Federal funds to make payment to the contractor, all such payments are considered to be expenditures of Federal funds received and also expended by the LPA (sub recipient). Accordingly, the LPA is responsible for tracking the receipts and payments and reporting the payments Federal (Receipts) Expenditures on the Schedule of Expenditures of Federal Awards (SEFA). An LPA that fails to report these funds accurately and timely may be required to restate the SEFA to comply with Federal reporting requirements.

We (INSERT NAME OF LPA) request that all payments for the Federal/State share of the construction costs of this Agreement performed by (CONTRACTOR'S NAME) be paid directly to (CONTRACTOR'S NAME).

VENDOR Name:	Error! Reference source not found.
Oaks Vendor ID:	0000000000
Mailing Address:	Error! Reference source not found.
	Error! Reference source not found.
LPA signature:	

LPA Name:	Error! Reference source not found.
Oaks Vendor ID:	0000000000
Mailing Address:	Error! Reference source not found.
	Error! Reference source not found.
ODOT Approval signature:	

7b

ORDINANCE NO. 37 -2022

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AN AMENDMENT TO THE AGREEMENT WITH THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION ON BEHALF OF THE CITY OF SYLVANIA FOR THE MONROE STREET AND SILICA DRIVE INTERSECTION IMPROVEMENT PROJECT AND THE SILICA DRIVE BRIDGE REPLACEMENT PROJECT; AND DECLARING AN EMERGENCY.

WHEREAS, Ordinance No. 99-2020, passed by Sylvania City Council on November 16, 2020, authorized the Mayor and Director of Finance to enter into an Agreement with the State of Ohio Department of Transportation on behalf of the City of Sylvania for the Silica Drive Bridge Replacement Project; and,

WHEREAS, Ordinance No. 100-2020, passed by Sylvania City Council on November 16, 2020, authorized the Mayor and Director of Finance to enter into an Agreement with the State of Ohio Department of Transportation on behalf of the City of Sylvania for the Monroe Street and Silica Drive Intersection Improvement Project; and,

WHEREAS, the Director of Public Service, by report dated March 21, 2022, has indicated that several changes have occurred during the plan development of both of these projects, including revisions to funding allocations for both projects and ODOT's preference to combine these projects into one project since they are now going to be constructed at the same time under one contract; and,

WHEREAS, the Monroe Street and Silica Drive Intersection Improvement Project has received additional Congestion Mitigation and Air Quality ("CMAQ") funding, from \$2,373,500 to \$2,956,748 and the Silica Drive Bridge Replacement Project has received additional Ohio Municipal Bridge ("OMB") funding, from \$1,209,333 to \$1,387,426; and,

WHEREAS, the Director of Public Service, by report dated March 21, 2022, has recommended approval of the Amendment to the Agreement between the Ohio Department of Transportation and the City of Sylvania, Ohio, a copy of which is attached hereto as "Exhibit A."

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

SECTION 1. That the Mayor and Director of Finance be, and they hereby are, authorized to enter into, on behalf of this City, an Amendment to the Agreement with the Ohio Department of Transportation for the Monroe Street and Silica Intersection Improvement Project and the Silica Drive Bridge Replacement Project, a copy of which is attached.

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

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

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the Agreement should be entered into immediately so that the design of the Monroe Street and Silica Drive Intersection Improvement Project and the Silica Drive Bridge Replacement Project are not delayed. 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
APPROVED AS TO FORM:

Clerk of Council
APPROVED:

Director of Law

Mayor

Date

8a



DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE DIRECTOR

March 21, 2022

To: The Mayor and Members of Sylvania City Council

Re: **LUC-TR 77-0.54 (PID 116375) – HARROUN/FLOWER HOSPITAL/RAVINE TRAFFIC SIGNAL
CONSULTANT LETTER OF INTEREST (LOI) REQUEST**

Dear Mr. Mayor and Council Members:

This project consists of implementing recommended safety and congestion mitigation measures on Harroun Road by installing a traffic signal and added turning lanes at a realigned intersection of Flower Hospital's main entrance with Ravine Drive. Construction is scheduled to begin in 2024 and would be completed by the spring of 2025.

On June 21, 2021 City Council authorized the Service Department to apply for Congestion Mitigation and Air Quality (CMAQ) funding (Res. 7-2021). The total cost of the project was estimated to be \$1,175,000 and we were awarded the full CMAQ amount requested (\$673,250). The Service Department plans to request additional funding assistance with a future Ohio Public Works Commission (OPWC) grant application.

The next step in this process is to request Letters of Interest (LOI) from engineering consultants to design the project. City staff members will review the LOI's and select the most qualified consultant to complete the design. Once the consultant is selected the City will enter into fee negotiations with the goal of having a consultant ready to initiate work by May 2022. This project engineering cost was included in the 2022 operating budget via the Permissive Tax fund 223-7611-53503.

We would request authorization to begin the LOI solicitation. Please call with any questions.

Sincerely,

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

9a



MIKE DEWINE

GOVERNOR OF OHIO

Administration
Office 614.644.3555

77 S. High Street, 30th Floor
Columbus, OH 43215
www.governor.ohio.gov

March 11, 2022

Dear Law Enforcement Partner:

I know many of you share my concern for the Ukrainian military men and women who are bravely fighting against the senseless aggression of Russia. The Ukrainians lack resources and equipment, but they certainly don't lack heart or love of country.

The National Guard Bureau has asked the Ohio National Guard to assist with taking an inventory of surplus, donated, and/or expired body armor and helmets that may be available for donation to Ukraine from Ohio's state and local law enforcement agencies. The ultimate intent is to provide personal protective gear to the Ukrainian military as they defend their country against Russia.

To this end, I am joining with our Ohio National Guard and Ohio Department of Public Safety to ask for your help with this important effort. The Ohio National Guard is working to help identify and report any surplus, donated, or expired body armor and helmets in Ohio by **Monday, March 14, 2022**.

The preference is for Level 3+ or Level 4 personal protective equipment, but any available and serviceable items are acceptable. If your agency has this equipment available to donate, please contact the Ohio National Guard Joint Operations Center at 614-734-7551 or 614-734-7550 with the following information:

- Name
- Organization
- Phone number
- Amount and type of equipment to be donated

If there is an identified need validated by the United States European Combatant Command, the National Guard Bureau will then work with the Department of Defense and its interagency partners to develop a logistics plan to collect and deliver any donated equipment to aid Ukraine. At that time, an Ohio National Guard service member will contact you with information on when to bring your items to a nearby armory or alternate site.

I again encourage all Ohio law enforcement agencies that have surplus or expired personal protective gear to answer this request for information. Your response could result in help that could save lives in Ukraine. Thank you for your consideration to help Ukraine during this desperate time.

Very respectfully yours,

Mike DeWine
Governor

Approved, need info for council.

9b

Bucher, Sharon

From: Miller, Capt. Danilynn
Sent: Tuesday, March 15, 2022 9:06 AM
To: Bucher, Sharon; Brinning, Leslie
Subject: For City Council
Attachments: SKM_C4050j_22031508480.pdf

Gov. Dewine requested agency to check their stock for unused and old body armor for donation through the Ohio National Guard to the Ukraine. I have checked our stock and located a surplus of the following:

18 Threat Level II vests

11 Threat Level III vests.

I was advised we would need to bring this to council for the donation. Please let me know if you need anything else from me.



Capt. Danilynn Miller
#842
Special Services Captain
Sylvania Police Division
6635 Maplewood Ave.
Sylvania, OH. 43560
(419)885-0469 voice
(419)885-8914 Fax
842@sylvaniapolice.com

This communication may be confidential under exemption to Ohio's public records law (O.R.C. 149.433) and not subject to public disclosure or release. This information transmitted is intended only for the person or entity to which it is addressed and may contain information which is privileged and confidential. If you have received this message in error or due to an unauthorized transmission or interception, please delete all copies from your system without disclosing, copying, or transmitting this message.

9c

ORDINANCE NO. 38 -2022

AUTHORIZING THE DONATION OF PERSONAL PROTECTIVE EQUIPMENT TO THE OHIO NATIONAL GUARD AND THE NATIONAL GUARD BUREAU TO PROVIDE EQUIPMENT TO THE UKRAINIAN MILITARY; DETERMINING SAID PROPERTY TO BE OF NO FURTHER USE TO THE CITY OF SYLVANIA; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Sylvania previously purchased personal protective equipment for the Police Department that it is no longer using; and,

WHEREAS, the Chief of Police received a letter from Governor DeWine indicating that the Ohio National Guard has been asked by The National Guard Bureau to assist with taking an inventory of surplus, donated, and/or expired body armor and helmets that may be available for donation to Ukraine from Ohio's state and local law enforcement agencies; and,

WHEREAS, in response to that request, Captain Miller has reviewed the Police Department's supplies and has determined that the Police Department has a surplus of 18 Threat Level II vests and 11 Threat Level III vests that are of no further use to the City; and,

WHEREAS, the Chief of Police has recommended that 18 Threat Level II vests and 11 Threat Level III vests be donated to the Ohio National Guard upon confirmation of the need by the United States European Combatant Command to be used by the Ukrainian military.

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

SECTION 1. That it is hereby determined that the City of Sylvania no longer needs the 18 Threat Level II vests and 11 Threat Level III vests and that they should be donated to the Ohio National Guard for final distribution to the Ukrainian military.

SECTION 2. That the Mayor and Director of Finance be, and they are hereby are, authorized to donate 18 Threat Level II vests and 11 Threat Level III vests to the Ohio National Guard as they are of no further use to the City.

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

such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

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

SECTION 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the personal protective equipment described above is no longer needed by the City and should be donated to the Ohio National Guard for ultimate use by the Ukrainian military 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

10a



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

March 9, 2022

To: The Mayor and members of Sylvania City Council

Re: 2022 Police Purchase

Dear Mr. Mayor and Council Members,

Vehicle Summary

The 2022 budget included capital improvement funds of \$62,000 to purchase two police fleet vehicles. The original plan called for one Ford Police Interceptor to be used as a road patrol vehicle. The second vehicle planned to be purchased in 2022 was a Dodge Durango which was to be assigned to the Community Affairs section. The Dodge Durango was quoted in 2021 at a price of \$32,712.00. Dodge is no longer offering state contract pricing so the cost is now \$39,000.00

Given the price increases and based on availability we would like to move forward with buying two Ford Interceptors at a total cost of \$73,810. Vehicle #1 will cost \$36,230.80 on the state contract price. Vehicle #2 will need to have the doors painted white resulting in a slightly higher cost of \$37,580.80. The overage amount of \$11,810.00 not included in the 2022 Capital Improvement budget will come from federal equitable sharing forfeiture funds.

The requested vehicles will be assigned to the road patrol section and one of our older patrol Interceptors will be re-assigned to Community Affairs. The new vehicles will replace two existing vehicles that will be decommissioned and sold at auction.

We have a quote from Bauman Ford Oregon, LLC for both vehicles offering a price that meets or exceeds state contract pricing.

Equipment Summary

In addition to vehicles, the 2022 budget authorized spending to replace the Mobile Data Terminals (MDTs) in all of the marked police vehicles. The current MDTs are over seven years old and are considered critical equipment since all public safety operations have moved to centralized dispatch operations. Nine of the MDTs will be assigned to road patrol operations and will be permanently mounted into the vehicles. Four of the MDTs will be the laptop version to be used by School Resource Officers, the DARE Officer and the supervisor as they will be taken in and out of the schools.

We have secured a quote for the Panasonic Public Sector Specific Win 10 Pro as recommended by Lucas County. The vendor is D.R. Ebel in Northwood, Ohio utilizing the Panasonic Ohio STS contract in the amount of \$72,407.38.

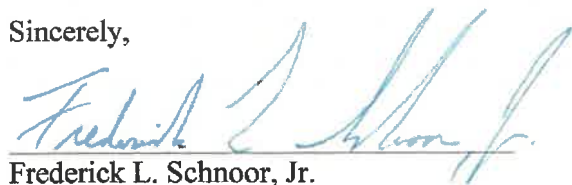
Cost and Account Summary

We are requesting approval for the following capital expenses from designated funds to replace police vehicles and MDTs.

ITEM	ACCOUNT	COST
Police Vehicles	401-7110-53401 Capital Improvement	\$62,000.00
Police Vehicles	229-7126-52239 Federal Equitable Sharing	\$11,810.00
Mobile Data Terminals	401-7110-53405 Capital Improvement	\$72,407.38

Please call if you have any questions,

Sincerely,



Frederick L. Schnoor, Jr.
Chief of Police



Estimate

Date	Estimate #
2/9/2022	28074

Police & Fire Equipment

3203 Woodville Road -- Northwood, OH 43619
 Phone: (419) 698-4004 Fax: (419) 698-1144
 Web: www.drebel.com E-Mail: info@drebel.com

Name / Address

CITY OF SYLVANIA
 6730 MONROE ST
 SYLVANIA, OH 43560

Ship To

SYLVANIA PD
 6635 MAPLEWOOD AVE
 SYLVANIA, OH 43560
 DOUG 567-455-0805

Terms	Rep
	DME

Qty	Item	Description	Unit Price	Total
9	147-CF33RZ0AVM	PANASONIC : PUBLIC SECTOR SPECIFIC, WIN10 PRO,INTEL CORE I5-10310U 1.7GHZ (4.4GHZ),VPRO,12.0QHD GLOVED MULTI TOUCH+DIGITIZER,16GB,512GB OPAL SSD,INTEL WI-FI 6,BLUETOOTH,4G LTE BAND 14 (EM7511),DUAL PASS (CH1:WWAN/CH2:WWAN-GPS),INFRARED WEBCAM,8MP REAR	3,221.26	28,991.34T
9	147-H33TVD2L	HAVIS TABLET DOCK CF33 DUAL PASS	799.99	7,199.91T
9	147-CFSVCPSY5	PANASONIC : 4th and 5th years Public Safety Service Bundle Add on (Year 4 & 5 only). Must be purchased in conjunction with PS bundle base unit.Includes Premier,Protection Plus,Customer Portal,Disk Image Management,HDD	645.00	5,805.00T
13	147-CFLNDDC120	PANASONIC LIND POWER SUPPLY	129.99	1,689.87T
4	147-FZ55FZ12VM	PANASONIC : PUBLIC SECTOR Win10 Pro, Intel Core i5-1145G7 (up to 4.4GHz), vPro, 14.0 FHD 1000 nit Gloved Multi Touch, 16GB, 512GB OPAL SSD, Intel Wi-Fi 6, Bluetooth, 4G LTE Band 14 (EM7511), Dual Pass (Ch1:WWAN-GPS/Ch2:WWAN), Infrared Webcam, Standard Battery, TPM 2.0, Emissive Ba	2,999.99	11,999.96T
4	147-HA55LVD2	PANASONIC : HAVIS DOCKING STATION FOR PANASONICS TOUGHBOOK 54 AND 55 RUGGED LAPTOP WITH DUAL PASS	899.99	3,599.96T
4	147-CFSVCPSY5	PANASONIC : 4th and 5th years Public Safety Service Bundle Add on (Year 4 & 5 only). Must be purchased in conjunction with PS bundle base unit.Includes Premier,Protection Plus,Customer Portal,Disk Image Management,HDD	645.00	2,580.00T

**Prices subject to change.
 Estimate valid for 30 days from estimate date.**

D.R.



Police & Fire Equipment

3203 Woodville Road --- Northwood, OH 43619
 Phone: (419) 698-4004 Fax: (419) 698-1144
 Web: www.drebel.com E-Mail: info@drebel.com

Estimate

Date	Estimate #
2/9/2022	28074

Name / Address

CITY OF SYLVANIA
 6730 MONROE ST
 SYLVANIA, OH 43560

Ship To

SYLVANIA PD
 6635 MAPLEWOOD AVE
 SYLVANIA, OH 43560
 DOUG 567-455-0805

Terms	Rep
	DME

Qty	Item	Description	Unit Price	Total
12	147-A13MDCBL19	PANASONIC : MULTIMAX 3-IN-1 DOUBLE CELL, GNSS, THREADED BOLT MOUNT. COLOR BLACK. 19FT. COAX CABLES. INCLUDES POWER DIVIDER TO CONVERT MIMO LTE AND GNSS TO DUAL PASS DOCK	299.99	3,599.88T
9	147-SB87TPMUSBP	PANASONIC : Ultra-thin mobile keyboard with VESA mounting pattern. Red backlighting. USB cable for all Toughbook	339.38	3,054.42T
9	49-71600857	LOW PROFILE QUICK RELEASE KEYBOARD MOUNT	140.94	1,268.46T
9	49-71601015	9.5" ADAPTOR BRACKET FOR ON DASH MOUNT	41.50	373.50T
3	49-71600178	7" CENTER MOUNT UPPER	91.63	274.89T
3	49-DS138	SIDE MOUNT UNIVERSAL BASE	74.01	222.03T
3	49-71600220	MONGOOSE SLIDE ARM COMPUTER MOUNT	318.68	956.04T
1	49-71700770	GAMBER JOHNSON 2019+ RAM 1500 pedestal kit. Mount your computer with the ruggedness needed to get them job done. Using the existing passenger side front seat bolts, this base creates a quick and easy setup.	667.12	667.12T
1	SHIPPING	SHIPPING	125.00	125.00T
		PANASONIC OHIO STS CONTRACT # 534604		
			Subtotal	\$72,407.38
			Sales Tax (0.0%)	\$0.00
			Total	\$72,407.38

Prices subject to change.
Estimate valid for 30 days from estimate date.

#1 Black

Prepared for: Danilynn Miller, Operations Captain, City of Sylvania PD
6635 Maplewood Ave
Sylvania, OH 43560
Office: 419-885-0469 | Mobile: 419-885-0469
Email: 842@sylvaniapolice.com

2022 Police Interceptor Utility AWD Base (K8A)

Price Level: 220



Client Proposal

Prepared by:

Rion Myers

Office: (419)250-173-5

Email: rion@thefordtruckman.com

Quote ID: 022322-001

Date: 02/23/2022



Baumann Ford Oregon, LLC | 2811 Navarre Road, Oregon, Ohio, 436163303
Office: 419-698-4444 | Fax: 419-691-5077

Prepared for: Danilynn Miller
 Operations Captain, City of Sylvania PD
 Prepared by: Rion Myers
 02/25/2022



Baumann Ford Oregon, LLC | 2811 Navarre Road Oregon Ohio | 436163303

2022 Police Interceptor Utility AWD Base (K8A)

Price Level: 220 | Quote ID: 022522-001

As Configured Vehicle

Code	Description	MSRP
K8A	Base Vehicle Price (K8A)	\$41,110.00
500A	Order Code 500A <i>Includes:</i> - 3.73 Axle Ratio - GVWR: 6,840 lbs (3,103 kgs) - Tires: 255/60R18 AS BSW - Wheels: 18" x 8" 5-Spoke Painted Black Steel <i>Includes polished stainless steel hub cover and center caps.</i> - Unique HD Cloth Front Bucket Seats w/Vinyl Rear <i>Includes reduced bolsters, driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks.</i> - Radio: AM/FM/MP3 Capable <i>Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.</i>	N/C
99B	Engine: 3.3L V6 Direct-Injection (FFV) <i>(136-MPH top speed). Note: Deletes regenerative braking and lithium-ion battery pack; adds 250-Amp alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon.</i>	-\$3,370.00
44U	Transmission: 10-Speed Automatic (44U)	N/C
STDAX	3.73 Axle Ratio	Included
STDGV	GVWR: 6,840 lbs (3,103 kgs)	Included
STDTR	Tires: 255/60R18 AS BSW	Included
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel <i>Includes polished stainless steel hub cover and center caps.</i>	Included
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear <i>Includes reduced bolsters, driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks.</i>	Included
PAINT	Monotone Paint Application	STD
119WB	119" Wheelbase	STD
STDRD	Radio: AM/FM/MP3 Capable <i>Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.</i>	Included
67U	Ultimate Wiring Package	\$560.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Danilynn Miller
 Operations Captain, City of Sylvania PD
 Prepared by: Rion Myers
 02/23/2022



Baumann Ford Oregon, LLC | 2811 Navarre Road Oregon Ohio | 436163303

2022 Police Interceptor Utility AWD Base (K8A)

Price Level: 220 | Quote ID: 022322-001

As Configured Vehicle (cont'd)

Code	Description	MSRP
	<p>Recommend police wire harness connector kit (67V).</p> <p><i>Includes wiring harness instrument panel to rear cargo area (overlay), (2) light cables - supports up to (6) LED lights (engine compartment/grille), (1) 10-amp siren/speaker circuit engine compartment and rear hatch/cargo area wiring - supports up to (6) rear LED lights. Does not include LED lights, side connectors or controller.</i></p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> - Rear Console Plate Contours through 2nd row; channel for wiring. - Grille LED Lights, Siren & Speaker Pre-Wiring 	
67V	<p>Front & Rear Police Wire Harness Connector Kit</p> <p><i>For connectivity to Ford PI Package solutions includes front (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector, (1) 14-pin IP connector, rear (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector and (1) 14-pin IP connector.</i></p>	\$185.00
43D	<p>Dark Car Feature</p> <p><i>Courtesy lamps disabled when any door is opened.</i></p>	\$25.00
17T	<p>Switchable Red/White Lighting in Cargo Area</p> <p><i>Deletes 3rd row overhead map light.</i></p>	\$50.00
60A	<p>Grille LED Lights, Siren & Speaker Pre-Wiring</p>	Included
51R	<p>Driver Only LED Spot Lamp (Unity)</p>	\$395.00
68G	<p>Rear-Door Controls Inoperable</p> <p><i>Locks, handles and windows. Note: Can manually remove window or door disable plate with special tool. Note: Locks/windows operable from driver's door switches.</i></p>	\$75.00
55F	<p>Remote Keyless Entry Key Fob w/o Key Pad</p> <p><i>Does not include PATS. Includes 4-key fobs. Key fobs are not fobbed alike when ordered with keyed-alike.</i></p>	\$340.00
85R	<p>Rear Console Plate</p> <p><i>Contours through 2nd row; channel for wiring.</i></p>	Included
90D	<p>Driver Only Ballistic Door-Panels (Level III+)</p> <p>Tested and meets the requirements of NIJ standard 0108.01 Level III: 7.62 x 51 mm 9.7g M80 (.308 Winchester 150gr). Per LAPD requirements, they're also designed to withstand special threat rounds: 7.62 x 39 mm MSC 7.9g (Type 56), 5.56 x 45 mm M193 3.36g and 5.56 x 45mm M855 4g.</p>	\$1,585.00
60R	<p>Noise Suppression Bonds (Ground Straps)</p>	\$100.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Danilynn Miller
 Operations Captain, City of Sylvania PD
 Prepared by: Rion Myers
 02/23/2022



Baumann Ford Oregon, LLC | 2811 Navarre Road Oregon Ohio | 436163303

2022 Police Interceptor Utility AWD Base (K8A)

Price Level: 220 | Quote ID: 022322-001

As Configured Vehicle (cont'd)

Code	Description	MSRP
425	50 State Emission System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.	STD
96_01	Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear	N/C
UM_01	Agate Black	N/C
SUBTOTAL		\$41,055.00
Destination Charge		\$1,245.00
TOTAL		\$42,300.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Danilynn Miller
 Operations Captain, City of Sylvania PD
 Prepared by: Rion Myers
 02/23/2022



Baumann Ford Oregon, LLC | 2811 Navarre Road Oregon Ohio | 436163303

2022 Police Interceptor Utility AWD Base (K8A)

Price Level: 220 | Quote ID: 022322-001

Pricing Summary - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		
Base Vehicle Price		\$41,110.00
Options		-\$55.00
Colors		\$0.00
Upfitting		\$0.00
Fleet Discount		\$0.00
Fuel Charge		\$0.00
Destination Charge		\$1,245.00
Subtotal		\$42,300.00
<i>Discount Adjustments</i>		
Discount Adjustments		-\$6,089.20
Subtotal		\$36,210.80
<i>Sales Taxes</i>		
Code	Description	MSRP
TAXEXEMPT	Tax Exempt	\$0.00
Subtotal		\$36,210.80
<i>Post-Tax Adjustments</i>		
Code	Description	MSRP
TAG	45 Day Tag Fee	\$20.00
Subtotal		\$36,230.80
Total		\$36,230.80

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Danilynn Miller, Operations Captain, City of Sylvania PD
6635 Maplewood Ave
Sylvania, OH 43560
Office: 419-885-0469 | Mobile: 419-885-0469
Email: 842@sylvaniapolice.com

#2 Black
white

2022 Police Interceptor Utility AWD Base (K8A)

Price Level: 220



Client Proposal

Prepared by:
Rion Myers
Office: 419-698-4444
Quote ID: 022522-001
Date: 02/25/2022



Baumann Ford Oregon, LLC | 2811 Navarre Road, Oregon, Ohio, 436163303
Office: 419-698-4444 | Fax: 419-691-5077

Prepared for: Danilynn Miller
 Operations Captain, City of Sylvania PD
 Prepared by: Rion Myers
 02/23/2022



Baumann Ford Oregon, LLC | 2811 Navarre Road Oregon Ohio | 436163303

2022 Police Interceptor Utility AWD Base (K8A)

Price Level: 220 | Quote ID: 022322-001

As Configured Vehicle

Code	Description	MSRP
K8A	Base Vehicle Price (K8A)	\$41,110.00
500A	Order Code 500A <i>Includes:</i> - 3.73 Axle Ratio - GVWR: 6,840 lbs (3,103 kgs) - Tires: 255/60R18 AS BSW - Wheels: 18" x 8" 5-Spoke Painted Black Steel <i>Includes polished stainless steel hub cover and center caps.</i> - Unique HD Cloth Front Bucket Seats w/Vinyl Rear <i>Includes reduced bolsters, driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks.</i> - Radio: AM/FM/MP3 Capable <i>Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.</i>	N/C
99B	Engine: 3.3L V6 Direct-Injection (FFV) <i>(136-MPH top speed). Note: Deletes regenerative braking and lithium-ion battery pack; adds 250-Amp alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon.</i>	-\$3,370.00
44U	Transmission: 10-Speed Automatic (44U)	N/C
STDAX	3.73 Axle Ratio	Included
STDGV	GVWR: 6,840 lbs (3,103 kgs)	Included
STDTR	Tires: 255/60R18 AS BSW	Included
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel <i>Includes polished stainless steel hub cover and center caps.</i>	Included
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear <i>Includes reduced bolsters, driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks.</i>	Included
PAINT	Monotone Paint Application	STD
119WB	119" Wheelbase	STD
STDRD	Radio: AM/FM/MP3 Capable <i>Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.</i>	Included
67U	Ultimate Wiring Package	\$560.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Danilynn Miller
 Operations Captain, City of Sylvania PD
 Prepared by: Rion Myers
 02/25/2022



Baumann Ford Oregon, LLC | 2811 Navarre Road Oregon Ohio | 436163303

2022 Police Interceptor Utility AWD Base (K8A)

Price Level: 220 | Quote ID: 022522-001

As Configured Vehicle (cont'd)

Code	Description	MSRP
	<p>Recommend police wire harness connector kit (67V).</p> <p><i>Includes wiring harness instrument panel to rear cargo area (overlay), (2) light cables - supports up to (6) LED lights (engine compartment/grille), (1) 10-amp siren/speaker circuit engine compartment and rear hatch/cargo area wiring - supports up to (6) rear LED lights. Does not include LED lights, side connectors or controller.</i></p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> - Rear Console Plate - Contours through 2nd row; channel for wiring. - Grille LED Lights, Siren & Speaker Pre-Wiring 	
67V	<p>Front & Rear Police Wire Harness Connector Kit</p> <p><i>For connectivity to Ford PI Package solutions includes front (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector, (1) 14-pin IP connector, rear (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector and (1) 14-pin IP connector.</i></p>	\$185.00
43D	<p>Dark Car Feature</p> <p><i>Courtesy lamps disabled when any door is opened.</i></p>	\$25.00
17T	<p>Switchable Red/White Lighting in Cargo Area</p> <p><i>Deletes 3rd row overhead map light.</i></p>	\$50.00
60A	<p>Grille LED Lights, Siren & Speaker Pre-Wiring</p>	Included
51R	<p>Driver Only LED Spot Lamp (Unity)</p>	\$395.00
68G	<p>Rear-Door Controls Inoperable</p> <p><i>Locks, handles and windows. Note: Can manually remove window or door disable plate with special tool. Note: Locks/windows operable from driver's door switches.</i></p>	\$75.00
55F	<p>Remote Keyless Entry Key Fob w/o Key Pad</p> <p><i>Does not include PATS. Includes 4-key fobs. Key fobs are not fobbed alike when ordered with keyed-alike.</i></p>	\$340.00
85R	<p>Rear Console Plate</p> <p><i>Contours through 2nd row; channel for wiring.</i></p>	Included
90D	<p>Driver Only Ballistic Door-Panels (Level III+)</p> <p>Tested and meets the requirements of NIJ standard 0108.01 Level III: 7.62 x 51 mm 9.7g M80 (.308 Winchester 150gr). Per LAPD requirements, they're also designed to withstand special threat rounds: 7.62 x 39 mm MSC 7.9g (Type 56), 5.56 x 45 mm M193 3.36g and 5.56 x 45mm M855 4g.</p>	\$1,585.00
60R	<p>Noise Suppression Bonds (Ground Straps)</p>	\$100.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Danilynn Miller
Operations Captain, City of Sylvania PD
Prepared by: Rion Myers
02/25/2022



Baumann Ford Oregon, LLC | 2811 Navarre Road Oregon Ohio | 436163303

2022 Police Interceptor Utility AWD Base (K8A)

Price Level: 220 | Quote ID: 022522-001

As Configured Vehicle (cont'd)

Code	Description	MSRP
425	50 State Emission System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.	STD
96_01	Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear	N/C
UM_01	Agate Black	N/C
PAINTDOORS	Paint (4) Doors White on Police Interceptor <small>NOTE: Upgrade difference over Vinyl (Add \$700)</small>	\$1,350.00

SUBTOTAL	\$42,405.00
Destination Charge	\$1,245.00
TOTAL	\$43,650.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Danilynn Miller
 Operations Captain, City of Sylvania PD
 Prepared by: Rion Myers
 02/25/2022



Baumann Ford Oregon, LLC | 2811 Navarre Road Oregon Ohio | 436163303

2022 Police Interceptor Utility AWD Base (K8A)

Price Level: 220 | Quote ID: 022522-001

Pricing Summary - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		
Base Vehicle Price		\$41,110.00
Options		-\$55.00
Colors		\$0.00
Upfitting		\$1,350.00
Fleet Discount		\$0.00
Fuel Charge		\$0.00
Destination Charge		\$1,245.00
Subtotal		\$43,650.00
<i>Discount Adjustments</i>		
Discount Adjustments		-\$6,089.20
Subtotal		\$37,560.80
<i>Sales Taxes</i>		
Code	Description	MSRP
TAXEXEMPT	Tax Exempt	\$0.00
Subtotal		\$37,560.80
<i>Post-Tax Adjustments</i>		
Code	Description	MSRP
TAG	45 Day Tag Fee	\$20.00
Subtotal		\$37,580.80
Total		\$37,580.80

Customer Signature _____

Acceptance Date _____

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

ORDINANCE NO. 39 -2022

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ACCEPT THE PROPOSAL OF BAUMAN FORD OREGON, LLC FOR THE PURCHASE OF TWO NEW 2022 FORD POLICE INTERCEPTOR UTILITY VEHICLES FOR THE SYLVANIA CITY POLICE DEPARTMENT; APPROPRIATING FUNDS THEREFORE IN THE AMOUNT OF \$73,810; AND DECLARING AN EMERGENCY.

WHEREAS, funds in the amount of \$62,000 were included and authorized in the 2022 budget for the replacement of two vehicles for the Sylvania City Police Department, one Ford Police Interceptor and one Dodge Durango; and,

WHEREAS, the Chief of Police, by report dated March 9, 2022, has indicated that the Dodge Durango is no longer offered at state contract pricing which has increased the cost by approximately \$7,000; and,

WHEREAS, due to the price increases and availability, the Chief of Police is recommending that two new 2022 Ford Police Interceptor Utility Vehicles be purchased instead; and,

WHEREAS, the Chief of Police, by report dated March 9, 2022, has received a proposal from Bauman Ford Oregon, LLC to provide two new 2022 Ford Police Interceptor Utility Vehicles; one at a cost of \$36,230.80 and the other at a cost of \$37,580.80, for a total cost of \$73,810 and has recommended approval of the proposal as this pricing meets the pricing established through the Ohio State Cooperative Purchasing Program.

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 Bauman Ford Oregon, LLC on behalf of this City, thereby indicating such approval and acceptance for the provision of two new 2022 Ford Police Interceptor Utility Vehicles for the Police Division, Department of Public Safety.

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 vehicles 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. 401-7110-53401 – Vehicles - Police**, the sum of Sixty-Two Thousand Dollars (\$62,000.00) and from the **FEDERAL EQUITABLE SHARING FUND** from funds therein not heretofore appropriated to **Account No. 229-7126-52239 -Equipment-Police Personnel**, the sum of Eleven Thousand Eight Hundred Ten Dollars (\$11,810.00).

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 vehicles 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

10c

ORDINANCE NO. 40 -2022

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ACCEPT THE PROPOSAL OF D.R. EBEL FOR THE PURCHASE OF THIRTEEN (13) NEW PANASONIC PUBLIC SECTOR SPECIFIC WIN 10 PRO MOBILE DATA TERMINALS FOR THE SYLVANIA CITY POLICE DEPARTMENT; APPROPRIATING FUNDS THEREFORE IN THE AMOUNT OF \$72,407.38; AND DECLARING AN EMERGENCY.

WHEREAS, funds were included and authorized in the 2022 budget to replace the Mobile Data Terminals (“MDTs”) in the marked police vehicles; and,

WHEREAS, the Chief of Police, by report dated March 9, 2022, has received a proposal from D.R. Ebel to provide thirteen (13) new Panasonic Public Sector Specific Win 10 Pro MDTs; nine to be assigned to road patrol operations and mounted in the police vehicles and four of the laptop version to be used by School Resource Officers, the DARE officer and the Community Affairs Sergeant at a total cost of \$72,407.38 and has recommended approval of the proposal as this pricing meets the pricing established through the Ohio State Cooperative Purchasing Program.

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 D.R. Ebel of Northwood, Ohio on behalf of this City, thereby indicating such approval and acceptance of thirteen (13) new Panasonic Public Sector Specific Win 10 Pro Mobile Data Terminals for the Police Division, Department of Public Safety.

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 mobile data terminals 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. 401-7110-53405 –Equipment**, the total sum of Seventy-Two Thousand Four Hundred Seven and 38/100 Dollars (\$72,407.38).

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 mobile data terminals 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

ORDINANCE NO. 41 -2022

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO A FIRST AMENDMENT TO THE AGREEMENT FOR ELECTRONIC MONITORING SERVICES WITH THE BOARD OF COMMISSIONERS OF LUCAS COUNTY, OHIO; AND DECLARING AN EMERGENCY.

WHEREAS, Ordinance No. 61-2021, passed September 7, 2021, authorized the Mayor and Director of Finance to enter into an Agreement with the Board of Commissioners of Lucas County, Ohio for electronic monitoring services for Sylvania Municipal Court; and,

WHEREAS, the original agreement required Sylvania Municipal Court to pay for services for the number of electronic monitoring units contracted for regardless of whether they were used or not; and,

WHEREAS, the agreement provided for twenty-five (25) units of electronic monitoring at a cost of \$13.00 per day per defendant and twenty alcohol monitoring devices at a cost of \$13.00 per day per defendant, estimated to be \$213,525 for the initial term of the Agreement, from September 1, 2021 through August 31, 2022; and,

WHEREAS, the proposed First Amendment to Agreement for Electronic Monitoring Services amends this term to provide for a credit for any unused electronic monitoring or alcohol monitoring devices beginning with the January 2022 billing cycle.

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

SECTION 1. That the Mayor and Director of Finance be, and they hereby are, authorized, on behalf of the City of Sylvania, Ohio, to enter into a First Amendment to the Agreement for Electronic Monitoring Devices with the Board of Commissioners of Lucas County, Ohio, which Agreement is attached hereto as "Exhibit A."

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this

Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

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

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the First Amendment to the Agreement for Electronic Monitoring Services should be entered into as soon as possible in order to provide for a credit to the Sylvania Municipal Court billing for unused electronic monitoring or alcohol detection devices. 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
APPROVED AS TO FORM:

Clerk of Council
APPROVED:

Director of Law

Mayor

Date

**FIRST AMENDMENT TO AGREEMENT FOR
ELECTRONIC MONITORING SERVICES**

The Agreement for Electronic Monitoring services originally entered into on October 1, 2021 by and between the City of Sylvania ("City"), for and on behalf of the Sylvania Municipal Court ("SMC"), and the Board of Commissioners of Lucas County ("Lucas County"), for and on behalf of the Lucas County Court of Common Pleas, General Trial Division, is hereby amended, commencing February 1, 2022 ("Effective Date"), as follows:

1. Section 3.2 is amended to include the following language: Lucas County's EM Program shall credit TMC for any unused GPS or TAD units at its daily cost per unit beginning with the January 2022 billing cycle. No such credit shall be given for months that have previously been billed pursuant to the original Agreement.

2. All other terms of the Agreement shall remain the same.

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

CITY OF SYLVANIA

Craig Stough, Mayor

Toby Schroyer, Director of Finance

BOARD OF LUCAS COUNTY COMMISSIONERS

Tina Skeldon Wozniak, Commissioner

Peter Gerken, Commissioner

Gary Byers, Commissioner

Approved as to Content:


Ian English, Administrative Judge,
Lucas County Common Pleas Court

Michael A. Bonfiglio, Presiding Judge,
Sylvania Municipal Court

Approved as to Form:

Leslie Brinning, Law Director, Sylvania

John Borell, Lucas County
Prosecutor's Office

Lucas County Court of Common Pleas Regional Court Services Electronic Monitoring Program	Effective Date: 8/19/03 Revised Date: <u>3/14/222/03/20</u>	Section: Monitoring Center
	<input type="checkbox"/> New <input checked="" type="checkbox"/> Revised	Subject: BI Alerts
		Page 1 of 2

ALERT DESCRIPTION

FAILED TO ENTER INCLUSION ZONE

Client is more than 15 minutes – 2 hours late returning to his/her residence after being scheduled out. Check the phone list for expected return time. Check BI mapping to see if client is at work or hospital. If the client was due home, try to contact the client and find out why they are late, where they are and how long before they are home. If unable to contact the client, check BI to make sure they are still out and file a warrant.

INCLUSION ZONE LEAVE ALERT

Client has left more than 15 minutes – 2 hours early, left without permission or they have gone farther than their zone allows. Check the phone List. If they left early (but not extremely early) you do not need to do anything. If gone without permission, call client and check mapping to find out where they are. Check BI to correct any scheduling issues. Call client for explanation if client is out of area. Instruct client to immediately return home. Start warrant if the client remains missing (check BI before filing to make sure the client is still out). ****Keep in mind that not all enters are sent as alerts****

STRAP TAMPER/TRACKER CASE TAMPER/PROXIMITY TAMPER/TAD STRAP TAMPER/TAD PROXIMITY TAMPER

The tracker is not making a full circuit around the ankle. It has been damaged or removed. Contact client. Ask if they bumped transmitter or if anything happened to it. Check BI to see if it reset. If it reset- leave a note for EM staff or next working CSD so it can be checked. If it does not reset and you are able to contact client- send CSD. If does not reset and no contact is able to be made with the client, check phone list to see if there are any victim notifications to be made and advise victim that client is no longer being monitored. Call local authorities (if there is victim information) for possible domestic situation and request an emergency wellness check of victim. Start warrant (Check BI before filing to make sure transmitter did not reset).

NO MOTION

The tracker has not moved for 4 hours. Check BI to see if there were any other alerts received with this unit (ie. Strap Tamper, Proximity Tamper; even if they have closed). If other alerts are present, contact client. If contact is made, send CSD for equipment check. If no contact is able to be made with the client, check phone list to see if there are any victim notifications to be made and advise victim that client is no longer being monitored. Call local authorities (if there is victim information) for possible domestic situation and request an emergency wellness check of victim. Start warrant process. If there are no other alerts and no contact is able to be made, call local authorities, request a wellness check on the client and start warrant process. If there are no other alerts and you are able to make contact, check BI to see if motion registered when they answered phone. If yes, leave a note for officer to check equipment the next business day. If no, send a CSD for an equipment check.

TRACKER MISSED CALLBACK


The GPS has not called out information. Call residence. If able to contact client, have them connect their tracker (on ankle) to power. After they do this, check BI to see if missed call cleared. If this does not work, have them go outside for a couple of minutes. Call BI to check if Missed call Cleared. If you cannot get it to clear, send a CSD. If unable to contact client, file a warrant.

EXCLUSION ZONE ENTER

Client is in an area they are not allowed to be in. Contact client and make them leave area. Have BI put the client in pursuit mode if unable to contact. Check phone list to see if there are any victim notifications to be made and advise victim that client has entered exclusion zone and authorities are being contacted. Call local authorities for possible domestic situation and request an emergency wellness check if the client does not exit the zone. Start warrant (check BI before filing to see if defendant left zone).

EXCLUSION ZONE LEAVE

Client has left an area they were not supposed to be in. Just informational

Lucas County Court of Common Pleas Regional Court Services Electronic Monitoring Program	Effective Date: 8/19/03 Revised Date: <u>3/14/222/03/20</u>	Section: Monitoring Center
	<input type="checkbox"/> New <input checked="" type="checkbox"/> Revised	Subject: BI Alerts
		Page 2 of 2

RECEIVER MISSED CALLBACK

The TAD is unable to call out information. All of the TAD receivers are now cell signal operated. Contact the client to see if the unit is plugged in and getting power. If it is plugged in, have client see if there is a place near a window to allow better cell signal. Check BI to see if Missed call Cleared. If you cannot get it to clear, send a CSD.

RECEIVER MOTION EVENT

Client has moved their equipment. Check BI to make sure that it has not been accompanied by a power loss and a power restore because client could have moved equipment to a different residence. Call client; if they say they are at same location tell them not to touch equipment and send CSD to go check it (only if accompanied by power loss). If client says s/he moved, find out why. Refer to Client is Being Kicked Out or Asks to Move for further instructions.

RECEIVER CASE TAMPER

The receiver in the residence has been damaged. Contact client for explanation. Check BI to see if it reset. If it reset- leave a note for EM staff so it can be checked. If it does not reset or you are unable to contact client, send CSD.

TAD NO ALCOHOL DATA

The client has not returned to the residence to allow alcohol data to download. Check BI or contact client to see if client is home. If home, send CSD to fix issue. If not home, call client and instruct them to return to their residence for 1 hour.

MEDICAL CALLS- Do not deny medical treatment. Clients are allowed to go to any hospital within reasonable distance with a ride or ambulance. They may also go to the hospital with their children.

CALLS FROM BOOKING- If booking calls to tell you someone has been arrested please get the following information....


- Client's Name
- Charges they are being booked on
- Is the bracelet going to be removed?
- Will they be held until the next EM business day?

Call BI and suspend notifications until the next business day on any client who is having their bracelet removed.

CLIENT IS BEING KICKED OUT OF RESIDENCE OR ASKS TO MOVE

Use judgement....if a client is asking to move after hours it must be because they have to, not because they want to.

Check the phone list to make sure it is not a Court Ordered Residence. If it is, their only other option is LCCC and a warrant will need to be obtained. Call Pretrial Booking for a "No Habitation" warrant.

Lucas County Court of Common Pleas Regional Court Services Electronic Monitoring Program	Effective Date: 8/19/03 Revised Date: 3/14/22	Exhibit X
	<input type="checkbox"/> New <input checked="" type="checkbox"/> Revised	Subject: BI Alerts
		Page 1 of 2

ALERT DESCRIPTION

FAILED TO ENTER INCLUSION ZONE

Client is more than 15 minutes – 2 hours late returning to his/her residence after being scheduled out. Check the phone list for expected return time. Check BI mapping to see if client is at work or hospital. If the client was due home, try to contact the client and find out why they are late, where they are and how long before they are home. If unable to contact the client, check BI to make sure they are still out and file a warrant.

INCLUSION ZONE LEAVE ALERT

Client has left more than 15 minutes – 2 hours early, left without permission or they have gone farther than their zone allows. Check the phone List. If they left early (but not extremely early) you do not need to do anything. If gone without permission, call client and check mapping to find out where they are. Check BI to correct any scheduling issues. Call client for explanation if client is out of area. Instruct client to immediately return home. Start warrant if the client remains missing (check BI before filing to make sure the client is still out). **Keep in mind that not all enters are sent as alerts**

STRAP TAMPER/TRACKER CASE TAMPER/PROXIMITY TAMPER/TAD STRAP TAMPER/TAD PROXIMITY TAMPER

The tracker is not making a full circuit around the ankle. It has been damaged or removed. Contact client. Ask if they bumped transmitter or if anything happened to it. Check BI to see if it reset. If it reset- leave a note for EM staff or next working CSD so it can be checked. If it does not reset and you are able to contact client- send CSD. If does not reset and no contact is able to be made with the client, check phone list to see if there are any victim notifications to be made and advise victim that client is no longer being monitored. Call local authorities (if there is victim information) for possible domestic situation and request an emergency wellness check of victim. Start warrant (Check BI before filing to make sure transmitter did not reset).

NO MOTION

The tracker has not moved for 4 hours. Check BI to see if there were any other alerts received with this unit (ie. Strap Tamper, Proximity Tamper; even if they have closed). If other alerts are present, contact client. If contact is made, send CSD for equipment check. If no contact is able to be made with the client, check phone list to see if there are any victim notifications to be made and advise victim that client is no longer being monitored. Call local authorities (if there is victim information) for possible domestic situation and request an emergency wellness check of victim. Start warrant process. If there are no other alerts and no contact is able to be made, call local authorities, request a wellness check on the client and start warrant process. If there are no other alerts and you are able to make contact, check BI to see if motion registered when they answered phone. If yes, leave a note for officer to check equipment the next business day. If no, send a CSD for an equipment check.

TRACKER MISSED CALLBACK


The GPS has not called out information. Call residence. If able to contact client, have them connect their tracker (on ankle) to power. After they do this, check BI to see if missed call cleared. If this does not work, have them go outside for a couple of minutes. Call BI to check if Missed call Cleared. If you cannot get it to clear, send a CSD. If unable to contact client, file a warrant.

EXCLUSION ZONE ENTER

Client is in an area they are not allowed to be in. Contact client and make them leave area. Have BI put the client in pursuit mode if unable to contact. Check phone list to see if there are any victim notifications to be made and advise victim that client has entered exclusion zone and authorities are being contacted. Call local authorities for possible domestic situation and request an emergency wellness check if the client does not exit the zone. Start warrant (check BI before filing to see if defendant left zone).

EXCLUSION ZONE LEAVE

Client has left an area they were not supposed to be in. Just informational

Lucas County Court of Common Pleas Regional Court Services Electronic Monitoring Program	Effective Date: 8/19/03 Revised Date: 3/14/22	Exhibit X
	<input type="checkbox"/> New <input checked="" type="checkbox"/> Revised	Subject: BI Alerts
		Page 2 of 2

RECEIVER MISSED CALLBACK

The TAD is unable to call out information. All of the TAD receivers are now cell signal operated. Contact the client to see if the unit is plugged in and getting power. If it is plugged in, have client see if there is a place near a window to allow better cell signal. Check BI to see if Missed call Cleared. If you cannot get it to clear, send a CSD.

RECEIVER MOTION EVENT

Client has moved their equipment. Check BI to make sure that it has not been accompanied by a power loss and a power restore because client could have moved equipment to a different residence. Call client; if they say they are at same location tell them not to touch equipment and send CSD to go check it (only if accompanied by power loss). If client says s/he moved, find out why. Refer to Client is Being Kicked Out or Asks to Move for further instructions.

RECEIVER CASE TAMPER

The receiver in the residence has been damaged. Contact client for explanation. Check BI to see if it reset. If it reset- leave a note for EM staff so it can be checked. If it does not reset or you are unable to contact client, send CSD.

TAD NO ALCOHOL DATA

The client has not returned to the residence to allow alcohol data to download. Check BI or contact client to see if client is home. If home, send CSD to fix issue. If not home, call client and instruct them to return to their residence for 1 hour.

MEDICAL CALLS- Do not deny medical treatment. Clients are allowed to go to any hospital within reasonable distance with a ride or ambulance. They may also go to the hospital with their children.

CALLS FROM BOOKING- If booking calls to tell you someone has been arrested please get the following information....

- Client's Name
- Charges they are being booked on
- Is the bracelet going to be removed?
- Will they be held until the next EM business day?

Call BI and suspend notifications until the next business day on any client who is having their bracelet removed.

CLIENT IS BEING KICKED OUT OF RESIDENCE OR ASKS TO MOVE

Use judgement....if a client is asking to move after hours it must be because they have to, not because they want to.

Check the phone list to make sure it is not a Court Ordered Residence. If it is, their only other option is LCCC and a warrant will need to be obtained. Call Pretrial Booking for a "No Habitation" warrant.

ATTACHMENT B

LUCAS COUNTY EM ALERT RESPONSE MATRIX

GPS Alert	Description	Low PT	Mod/High PT/Sentenced	CHANGE
<p>FAILED TO ENTER INCLUSION ZONE</p>	<p>The client is more than 15 minutes - 2 hours late (length of time can be adjusted per client) returning to his/her residence after being scheduled out</p>	<p>N/A</p>	<p>*Check BI mapping to see if client is at work or at hospital. *If the client was due home, try to contact the client and find out why he/she is late, where he/she is and how long before he/she is home (clients should be expected to immediately return home unless at work or medical) *If unable to contact the client, check BI to make sure he/she is still out and file a warrant.</p>	<p>This alert was received after 15 minutes. Warrant was not requested until 2 hours passed, requiring officer to remember to check again in 2 hours and file warrant. As an addendum to the Graduated Responses sanctions matrix, the response time for this alert will be altered from 2 hours to as little as 15 minutes for clients who repeatedly make unauthorized movements.</p>
<p>INCLUSION ZONE LEAVE ALERT</p>	<p>Client has left without permission or he/she has gone farther than his/her zone allows for more than 15 minutes - 2 hours (length of time can be adjusted per client)</p>	<p>N/A</p>	<p>*Check the phone list. *Check BI mapping to find out where client is (if hospital or work, do nothing). *Call BI to correct any scheduling issues. *If the client is out of area, call client for explanation. *Instruct client to immediately return home or a warrant will be filed</p>	<p>This alert was received after 15 minutes. Warrant was not requested until 2 hours passed, requiring officer to remember to check again in 2 hours and file warrant. As an addendum to the Graduated Responses sanctions matrix, the response time for this alert will be altered from 2 hours to as little as 15 minutes for clients who repeatedly make unauthorized movements.</p>
<p>STRAP TAMPER/TRACKER CASE TAMPER/PROXIMITY TAMPER</p>	<p>The tracker is not making a full circuit around the ankle. It has been damaged or removed.</p>	<p>*Contact client. Ask if he/she bumped transmitter or if anything happened to it. *Check BI to see if transmitter reset. If it reset, leave a note for EM staff so it can be checked (However, if repeated tampers are received, send CSD to fix unit even if it resets). *If it does not reset and you are able to contact client, send CSD. *If does not reset and no contact is able to be made with the client, check phone list to see if there are any victim notifications to be made and advise victim that client is no longer being monitored *Call local authorities (if there is victim information) for possible domestic situation and request an emergency wellness check due to not being able to monitor defendant. *Start warrant request (Check BI before filing warrant to make sure the transmitter did not reset).</p>	<p>*Contact client. Ask if he/she bumped transmitter or if anything happened to it. *Check BI to see if transmitter reset. If it reset, leave a note for EM staff so it can be checked (However, if repeated tampers are received, send CSD to fix unit even if it resets). *If it does not reset and you are able to contact client, send CSD. *If does not reset and no contact is able to be made with the client, check phone list to see if there are any victim notifications to be made and advise victim that client is no longer being monitored *Call local authorities (if there is victim information) for possible domestic situation and request an emergency wellness check due to not being able to monitor defendant. *Start warrant request (Check BI before filing warrant to make sure the transmitter did not reset).</p>	<p>Victim contact is new.</p>

<p>NO MOTION</p>	<p>The tracker has not moved for 4 hours.</p>	<p>*Check BI to see if there were any other alerts received with this unit (ie. Strap Tamper, Proximity Tamper, even if they have closed). *If other alerts are present, contact client. *If contact is made, send CSD for equipment check. *If no contact is able to be made with the client, check phone list to see if there are any victim notifications to be made and advise victim that client is no longer being monitored. Call local authorities (if there is victim information) for possible domestic situation and request an emergency wellness check of victim. Start warrant process. *If there are no other alerts and no contact is able to be made, call local authorities, request a wellness check on the client and start warrant process. *If there are no other alerts and you are able to make contact, check BI to see if motion registered when they answered phone. If yes, leave a note for officer to check equipment the next business day. If no, send a CSD for an equipment check.</p>	<p>No Motion is new.</p>
<p>TRACKER MISSED CALLBACK</p>	<p>The GPS has not called out information</p>	<p>*Call Client. Have him/her connect the transmitter (on ankle) to power. After he/she does this, check BI to see if missed call cleared. *If this does not work, have the client stand outside for a couple of minutes. Check BI to see if Missed call Cleared. *If you cannot get missed call to clear, send a CSD. *If unable to contact client, check phone list to see if there are any victim notifications to be made and notify victim that client is not being monitored. *Request warrant (Check BI before filing warrant to make sure transmitter did not reset).</p>	<p>*Call Client. Have him/her connect the transmitter (on ankle) to power. After he/she does this, check BI to see if missed call cleared. *If this does not work, have the client stand outside for a couple of minutes. Check BI to see if Missed call Cleared. *If you cannot get missed call to clear, send a CSD. *If unable to contact client, check phone list to see if there are any victim notifications to be made and notify victim that client is not being monitored. *Request warrant (Check BI before filing warrant to make sure transmitter did not reset).</p> <p>Victim contact is new.</p>

EXCLUSION ZONE ENTER	Client is in an area he/she is not allowed to be in	<p>*Contact client and instruct him/her to leave area.</p> <p>*Have BI put the client in pursuit mode if unable to contact.</p> <p>*Check phone list to see if there are any victim notifications to be made and advise victim that client has entered exclusion zone and authorities are being contacted.</p> <p>*Call local authorities for possible domestic situation and request an emergency wellness check if the client does not exit the zone.</p>	<p>*Contact client and instruct him/her to leave area.</p> <p>*Have BI put the client in pursuit mode if unable to contact.</p> <p>*Check phone list to see if there are any victim notifications to be made and advise victim that defendant has entered exclusion zone</p> <p>*Call local authorities for possible domestic situation and request an emergency wellness check if the client does not exit the zone.</p>	Victim contact is new.
EXCLUSION ZONE LEAVE	Client has left an area he/she was not supposed to be in	Just informational	Just informational	

TAD Alert

Description	Low PT	Mod/High PT/Sentenced	CHANGE
RECEIVER MISSED CALLBACK	The TAD is unable to call out information N/A	<p>*All of the TAD receivers are now cell signal operated. Contact the client to check that the unit is plugged in and getting power. If it is plugged in, see if there is a place near a window to allow better cell signal.</p> <p>*Check BI to see if Missed call Cleared.</p> <p>*If alert does not clear, send a CSD</p>	Alert removed for TAD Only clients. We currently only send next working CSD.
RECEIVER MOTION EVENT	Client has moved his/her equipment N/A	<p>*Check BI to see if alert was accompanied by a power loss and a power restore because client could have moved equipment to a different residence.</p> <p>*Call client. If client says he/she is at same location, tell him/her not to touch equipment and send CSD to go check it (only if accompanied by power loss).</p> <p>*If client says he/she moved, see MISC section of this matrix.</p> <p>*If unable to contact client, send CSD (only if accompanied by power loss).</p>	TAD only clients are allowed to move without restriction, therefore, this alert is removed for these clients and addressed by the officer the next business day. If client cannot be contacted, CSD will check the residence. If the client is not there, the CSD will request a warrant.
RECEIVER CASE TAMPER	The receiver in the residence has been damaged N/A	<p>*Contact client for explanation.</p> <p>*Call BI to see if alert reset.</p> <p>*If alert reset, leave a note for EM staff so equipment can be checked.</p> <p>*If alert does not reset, send CSD.</p>	Alert removed for TAD Only clients.

<p>TAD NO ALCOHOL DATA</p>	<p>Unit has not received alcohol reports in 48 hours</p>	<p>N/A</p>	<p>*Check BI or contact client to see if client is home. *If home, send CSD to fix issue. *If not home, call client and send him/her home</p>	<p>Alert removed for TAD Only clients. These clients are sent next business day to take an 80 hour alcohol test at CDTU, at the cost of the client.</p> <p>For all other TAD supervision levels, if client cannot be contacted, CSDs are not presently sent out to check equipment. Client could be tampering with equipment and we would not know it until client reports to the office. CSDs will now go out to correct the issue, however, if they suspect the client is intoxicated they will not engage. CSDs will leave the residence and request a warrant.</p>
-----------------------------------	--	------------	---	--

MISCELLANEOUS

<p>CALLS FROM BOOKING</p>	<p>EM client has been arrested. If EM client is going to be held, Pretrial Booking removes the tracker. Log client information for EM staff. EM staff will place holder.</p>
<p>IF YOU CALL A CLIENT AND THEY HAVE MOVED</p>	<p>Use judgement...if a client has moved after hours it must be because he/she had to, not because he/she wanted to.</p> <p>*If client moved because he/she wanted to (not had to), instruct client to immediately return to his/her original residence.</p> <p>*If client does not return to residence or has no place to reside, No Habitation warrant to then be requested.</p>
<p>WARRANT PROCESS</p>	<p>*Call Pretrial Booking Staff at ext. 4981 or 4988. * You will need to provide PT Bkg with the following information that can be found on the phone list:</p> <p>Client's name What Court has jurisdiction over the client What type of warrant is to be filed</p> <ul style="list-style-type: none"> - Pretrial warrant (for Pretrial clients only) -Escape warrant (for sentenced clients only) -No Habitation warrant (for clients who do not have a suitable residence) -NGRI warrant (for NGRI clients only)

REMOVED ALERTS

Alert	Description	Reason for Removal
Tracker Battery Restore	This occurs on install or after a dead tracker is plugged in and restarts (after a tracker missed callback).	Staff will be checking if original alert cleared. No reason to get this alert.
TAD battery Level low	Battery needs replaced in ankle bracelet	We currently only send the next working CSD. If the battery goes completely dead, a No Alcohol data alert will be received.
Power Loss	The receiver in the residence has come unplugged	We do not send a CSD out for this. If it stays unplugged too long, a Receiver Missed Callback alert will be received.
TAD alcohol Event	Alcohol detected	We do not send a CSD out for this. All alcohol events are confirmed with BI next business day and a violation is sent.
TAD in Water	Client has ankle submerged in water for longer than 20 min	This alert is generally not received in real time. The unit will still show the alcohol in the client's system after he/she removes the TAD from water.
TAD Temp High/ TAD Freeze Warning	Client's skin has exceeded 140 degrees or Client's skin has dropped below 32 degrees	We currently only send the next working CSD. There is no response required by on-call staff.
Return to BI for Service	TAD needs to be serviced	This is currently addressed next business day. The unit will continue to monitor alcohol levels.
RECEIVER LOW BATTERY	The receiver in the residence only has about an hour of battery life remaining	We currently only send next working CSD. If the battery goes dead and doesn't call in, a Receiver Missed Callback alert will be received.
ALCOHOL SENSOR SATURATION	Alcohol detected in extremely high dose	Client will be instructed to come to office next business day and sent to report for 80 hour alcohol test at CDTU at client's expense.
TAD IR BLOCKED	The detector is not able to read due to dirt and debris between the client's ankle and the TAD	Client will be instructed to come to office next business day and sent to report for 80 hour alcohol test at CDTU at client's expense.

12a

City of Sylvania

STREET BANNER APPLICATION/PERMIT

Fee: \$ 100.00

Name of Organization: Lourdes University

Contact Person: Ruthi Mitchell Operations Coordinator

E-mail: rmitchell@lourdes.edu Phone: 419 824 3813

Explanation of the Qualifying Event*: May 2022 Commencement

Dates of Event: May 7, 2022

Installation & Removal Dates of Banner: April 27, 2022 - MAY 18, 2022
[maximum four (4) weeks]

Banner Location: Toledo Edison poles by Wendy's and Country Squire on Monroe Street
 Main Street - Uptown Sylvania Business District

Text of Banner: Congrats Lourdes Graduates

Company Installing Banner: _____

Address: _____

Email: _____ Phone: _____

Fax: _____

Insurance on File: _____

Edison Approval: _____

City Approval: _____

The banner and installation shall meet the attached specifications.

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



CONGRATS, LOURDES GRADUATES!



126

ORDINANCE NO. 42 -2022

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

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

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

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

WHEREAS, Lourdes University has submitted a request to hang a banner within said public right-of-way to promote the Lourdes University 2022 Spring Commencement on May 7, 2022; and,

WHEREAS, the banner will hang from April 27, 2022 – May 18, 2022 and will comply with all of the terms and conditions set forth in Resolution No. 19-2000 and Ordinance No. 20-2018.

NOW, THEREFORE BE IT ORDINANCE by the Council of the City of Sylvania,

Lucas County, Ohio, _____ members elected thereto concurring:

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

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

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

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

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

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2022, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

13

**NOTICE TO LEGISLATIVE
AUTHORITY**

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

TO

3415880 PERMIT NUMBER		NEW TYPE	GRUMPYS GLOBAL HOLDINGS LLC	
ISSUE DATE		DBA GRUMBYS		
03 01 2022 FILING DATE		5629 MAIN ST		
D2 PERMIT CLASSES		SYLVANIA OH 43560		
48 TAX DISTRICT	077	A	D33475 RECEIPT NO.	

FROM 03/03/2022

PERMIT NUMBER		TYPE	RECEIVED MAR 08 2022 CITY OF SYLVANIA CITY COUNCIL	
ISSUE DATE				
FILING DATE				
PERMIT CLASSES				
TAX DISTRICT		RECEIPT NO.		



MAILED 03/03/2022

RESPONSES MUST BE POSTMARKED NO LATER THAN. 04/04/2022

IMPORTANT NOTICE

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

REFER TO THIS NUMBER IN ALL INQUIRIES **A NEW 3415880**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING.

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

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

(Signature)

(Title)- Clerk of County Commissioner

(Date)

Clerk of City Council

Township Fiscal Officer

CLERK OF SYLVANIA CITY COUNCIL
6730 MONROE ST
SYLVANIA OHIO 43560



**Department
of Commerce**

Rev 2/10/2021

Mike DeWine, Governor
Jon Husted, Lt. Governor

Division of Liquor Control
Sheryl Maxfield, Director

Dear Local Legislative Authority Official:

Please find enclosed the legislative notice that is being sent to you regarding the applied for liquor permit as captioned on the notice. You **must**, within 30 days from the "mailed" date listed on the notice under the bar code:

- Notify the Division whether you object and want a hearing; or
- Ask for your one-time only, 30-day extension.
 - Any requests for a one-time, 30-day extension will be reviewed by the Division upon timely receipt. If granted, your additional 30-days runs from the expiration of the original 30-day period.

To be considered **timely**, your above response **must** be faxed, emailed, or mailed to the Division no later than the postmark deadline date given on the form. To speed up processing times and reduce paper, the Division respectfully asks that you either fax or email your response. Please send your response to:

FAX: (614) 644 – 3166

EMAIL: LiquorLicensingMailUnit@com.state.oh.us

MAIL: Ohio Division of Liquor Control
Attn: Licensing Unit
6606 Tussing Road
PO Box 4005
Reynoldsburg, Ohio 43068-9005

Please note that the Division is no longer sending ownership information with this legislative notice. If you want to know who owns the applied for permit you can find that information in two ways:

- Go to https://www.comapps.ohio.gov/liqr/liqr_apps/PermitLookup/PermitHolderOwnership.aspx and enter the permit number listed on the legislative notice; or
- Contact your police department or your county sheriff if you are a township fiscal officer or county clerk. The Division sends the applicable law enforcement agency the pertinent ownership information when it notifies them of the permit application.

Thank you in advance for your cooperation,

Division Licensing Section

Licensing Section
6606 Tussing Road
Reynoldsburg OH 43068-9009

Fax 614-728-1281
TTY/TDD 800-750-0750
com.ohio.gov