

Sylvania City Council

May 2, 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 Mr. Hansen.
3. Additions to the agenda.
4. Approval of the Council meeting minutes of April 18, 2022.
5. Andi Erbskorn, Heritage Sylvania to provide update on their physical site planning.
6. Proposed Ordinance No. 48-2022, Authorizing to enter into agreements with a Head Teacher, Teachers, and Aides for the Sylvania Safety City Program.
7. Main Street Reconstruction project.
 - a. Service Director's report on Consultant Letter of Interest award.
 - b. Proposed Ordinance No. 49 -2022, Accepting the proposal of Mannik Smith Group for engineering services relative to the Main Street Reconstruction Project.
8. Sylvania River Trail Phase 2 – Elevated Walkway Bearing Seat Repairs.
 - a. Service Director's report on professional engineering services proposal.
 - b. Proposed Ordinance No. 50-2022, Accepting the proposal of DGL Consulting Engineers, LLC to provide professional engineering services for the Sylvania River Trail Phase 2 – Elevated Walkway Bearing Seat Repair project.
9. Monroe & Silica Improvement Project.
 - a. Service Director's report on a Supplement to the PE Services Agreement-Norfolk Southern Railway.
 - b. Proposed Ordinance No. 51-2022, Authorizing to enter into an Amendment to the Agreement for Preliminary Engineering Services with Norfolk Southern Railway Company relative to the Monroe & Silica Improvement Project.
10. Committee reports.
 - a. Streets Committee meeting from April 28, 2022 regarding Downtown Streetscape.
 - b. Proposed Ordinance No. 46-2022, Accepting the Proposal of DGL Consulting Engineers, LLC to provide preliminary engineering services for the Downtown Streetscape project.

11. Committee referrals.

INFORMATION

- A. Update on the Tax Increment Financing in the Downtown area by Bill Sanford.

Minutes of the Meeting of Council
April 18, 2022

<p>The Council of the City of Sylvania, Ohio met in regular session on April 18, 2022 at 7:30 p.m. with Mayor Stough in the chair. Roll was called with the following members present: Mark Frye, Marcus Hansen, Doug Haynam, Brian McCann, Patrick Richardson, Lyndsey Stough, Mary Westphal; (7) present; (0) absent.</p>	<p>Roll call: All present.</p>
<p>Pledge of Allegiance to the United States of America led by Mr. Frye.</p>	<p>Pledge of Allegiance.</p>
<p>Mayor Stough stated that Council will now consider agenda item 3.</p>	
<p>Mr. Frye moved, Mr. Haynam seconded to approve the agenda; roll call vote being: Frye, Hansen, Haynam, McCann, Richardson, Stough, Westphal; (7) yeas; (0) nays. The motion carried.</p>	<p>Agenda approval.</p>
<p>Mayor Stough stated that Council will now consider agenda item 4.</p>	
<p>Mr. Frye presented the April 4, 2022 meeting minutes. Mr. Frye moved, Ms. Stough seconded, that since the Mayor, members of Council, and others had been furnished copies of these minutes prior to this meeting, Council dispense with the reading of these minutes at this time, and the journal of the minutes of the regular meeting of April 4, 2022 be approved; roll call vote being: Hansen, Haynam, Frye, McCann, Richardson, Stough, Westphal, (7) yeas; (0) nays. The motion carried.</p>	<p>Approval of the April 4, 2022 meeting minutes.</p>
<p>Mayor Stough stated that Council will now consider agenda item 5.</p>	
<p>Laura Koprowski, CEO of TARTA along with Neil Greenberg made power point presentations to provide an update on the services, technology investments, vehicle upgrades, funding, and the half percent sales tax in effect on April 1, 2022.</p>	<p>TARTA Update.</p>
<p>Mayor Stough stated that Council will now consider agenda item 6.</p>	
<p>Deputy Service Director Shaw provided an update on the Monroe Street & Silica Drive Intersection Improvement and Silica Drive Bridge Replacement. He included the timelines and detours for the 2023 project.</p>	<p>Monroe/Silica Intersection & Silica Bridge Replacement update.</p>
<p>Mayor Stough stated that Council will now consider agenda item 7.</p>	
<p>Mr. Frye moved, Mrs. Westphal seconded to allow Ms. Stough to push back from the table due to conflict of interest; roll call vote being: Haynam, McCann, Richardson, Stough, Westphal, Frye, Hansen: (7) yeas; (0) nays. The motion carried.</p>	<p>Ms. Stough push back from table.</p>

Minutes of the Meeting of Council
April 18, 2022

Service Director's report on the preliminary Engineering Services for the Downtown Streetscape was placed on file. Mr. Aller reviewed the project's preliminary engineering services proposal. Mr. Richardson moved, Mrs. Westphal seconded to set a Streets Committee for April 28, 2022 at 8:00 a.m. to discuss proposed Ordinance No. 46-2022 regarding the Downtown Streetscape Project; roll call vote being: McCann, Richardson, Westphal, Frye, Hansen, Haynam: (6) yeas; (0) nays. The motion carried.

Set Streets
Committee Mtg
for 4/28/22 @
8:00 a.m.
regarding
Downtown
Streetscape.

Ms. Stough returned to the table.

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

Service Director's report on the Engineering Services for the Monroe Street/Main Street/Summit Street Traffic Signal Improvements was placed on file. Mr. Richardson presented and read aloud by title only, proposed Ordinance No. 47 -2022, a written copy of same having been previously furnished to each member of Council "Accepting the proposal of DGL Consulting Engineers, LLC to provide engineering services for the Monroe Street/Main Street/Summit Street Traffic Signal Improvements Project; appropriating funds therefore in the amount of \$38,259; and declaring an emergency."; Mr. Richardson moved, Mr. Haynam seconded for passage of Ordinance No. 47-2022 as an emergency measure; roll call vote being: McCann, Richardson, Stough, Westphal, Frye, Hansen, Haynam: (7) yeas; (0) nays. The motion carried.

Ordinance No.
47-2022,
"Accepting
proposal to
provide
engineering
services for
Monroe/Main/Su
mmit Streets
Traffic Signal
Improvements..."

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

Mr. Frye reported the Committee of the Whole met on this date to discuss Tax Increment Financing in downtown area and existing CRA's. Ms. Brinning reviewed the number of CRA's, utilization of CRA's, the type of CRA's including the impact on the TIF. A meeting with Reveille and administration will provide additional information for Council to consider.

COW Mtg report
on TIF and
CRA's in
Sylvania.

Mayor Stough stated all agenda items have been addressed.

Mr. Frye moved, Mr. McCann seconded to adjourn at 9:06 p.m. Roll call vote being: Stough, Frye, Hansen, Haynam, Westphal, McCann, Richardson, (7) yeas; (0) nays.

Adjournment.

Clerk of Council

Mayor

ORDINANCE NO. 48 -2022

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AGREEMENTS WITH A HEAD TEACHER, TEACHERS, AND AIDES FOR THE SYLVANIA SAFETY CITY PROGRAM BEING CONDUCTED BY THE SYLVANIA DIVISION OF POLICE; PROVIDING FUNDS THEREFORE; AND DECLARING AN EMERGENCY.

WHEREAS, this Council passed Resolution No. 4-86 establishing the SYLVANIA SAFETY CITY FUND for the purpose of receiving funds for educating the preschool children of this City by initiating and maintaining a high-quality safety education program through proper and effective teaching techniques, the name of which fund was, by Resolution No. 29-90, passed November 15, 1990, changed to POLICE COMMUNITY AFFAIRS PROGRAM FUND; and,

WHEREAS, the Sylvania Division of Police, as the lead agency, in cooperation with, and through the support of, the Sylvania City Schools, service clubs, citizens and others, have planned the educational safety program for the period beginning and ending in June of 2022; and,

WHEREAS, attached hereto as "Exhibit A" is a list of the persons and their general duties, with amounts designated for each person for the accomplishment of their respective duties at a total cost of Four Thousand Six Hundred Dollars (\$4,600.00); and,

WHEREAS, agreements for the providing of such services should be authorized and payment therefore should be authorized.

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

SECTION 1. That the Mayor and Director of Finance be, and they hereby are, authorized and directed to enter into agreements for the providing of services for the Safety City Program for the period beginning and ending in June of 2022, at a total cost of not to exceed Four Thousand Six Hundred Dollars (\$4,600.00), with each of the persons listed on "Exhibit A" at an amount for each as designated on said Exhibit for each, which written agreements shall be approved as to form by the Director of Law.

SECTION 2. That the Mayor and Director of Finance be, and they are hereby are, authorized and directed to enter into agreements for the services of persons for the said Safety City Program for the period beginning and ending in June of 2022, and for such substitute and additional persons as the Mayor and Director of Finance may deem necessary, which written agreements shall be approved as to form by the Director of Law, but no agreements shall be made that will exceed the amount currently appropriated for such purpose.

SECTION 3. That the amounts payable pursuant to agreements for said services so provided shall be charged to and paid from **Account No. 810 7160 1250-Contracts, Safety City.**

SECTION 4. That the Director of Finance of this City be, and hereby is, authorized and directed to draw his warrant or warrants against said account in payment of services to be provided under the agreements hereby authorized in the total sum of the amount appropriated to said account, upon presentation of proper voucher or vouchers therefore, duly approved by the Director of Public Safety.

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

SECTION 6. 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 7. 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 agreements must be authorized immediately to provide the services required. 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
APPROVED:

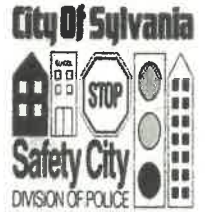
Director of Law

Mayor

Date



**Sylvania Police Division
Office of Community Affairs
2022 Safety City Staff**



<u>Staff</u>	<u>Wage</u>
Valerie Shnider, Education Coordinator 5100 Brint Crossing Blvd. Sylvania, Ohio 43560	\$770.00
Katherine Louise Blake, Teacher 5730 Centerview Dr. Sylvania, Ohio 43560	\$590.00
Lauren Colletti-Heil, Teacher 3851 Harrowsfield Sylvania, Ohio 43560	\$590.00
Angela Lawson, Teacher 4621 Framingham Dr. Sylvania, Ohio 43560	\$590.00
Emily Pasch, Teacher 914 Pierce St. Maumee, Ohio 43537	\$590.00
Lydeyiah Susanne Roesner, Teacher Aide 5435 Kilburn Rd. Sylvania, OH 43560	\$245.00
Emily Gross, Teacher Aide 5569 Ginger Tree Lane Toledo, OH 43623	\$245.00
Kylie Paprocki, Teacher Aide 6926 Elden Dr. Sylvania, Ohio 43560	\$245.00
Grace Porter, Teacher Aide 3122 Winston Blvd. Toledo, OH 43614	\$245.00
Jacob Wagner, Teacher Aide 5911 Garden Park Dr. Sylvania, Ohio 43560	\$245.00
Madison Barnes, Police Aide 5753 Hollybrook Lane N Sylvania, OH 43560	\$245.00
Total.....	\$4600.00

7a



DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE DIRECTOR

May 2, 2022

To: The Mayor and Members of Sylvania City Council

Re: **LUC-CR-1572-8.28 (PID 111207) – MAIN STREET RECONSTRUCTION
CONSULTANT LETTER OF INTEREST (LOI) AWARD**

Dear Mr. Mayor and Council Members:

At the February 22, 2022 meeting City Council authorized the Service Department to request Letters of Interest (LOI's) from consultants to provide engineering services for the full-depth pavement replacement and traffic signal replacement project on Main Street between Tenmile Creek and Convent Boulevard (LUC-CR 1572-8.28, PID 111207).

During the solicitation we received LOI's from four (4) engineering consultants. The Service Department reviewed, scored, and ranked all LOI's and selected the Mannik Smith Group as the most highly qualified firm and project team. Subsequently the Service Department entered into scope of services and fee negotiations.

We have completed those negotiations and Mannik Smith has prepared a proposal in the amount of \$107,652 to complete the scope of services.

This is a Local Public Agency (LPA) project with the Ohio Department of Transportation (ODOT). As such the Service Department has coordinated the scope of services and fee proposal with ODOT District 2 and both entities are ready to move forward and commence engineering design. This is an appropriated item in the 2022 budget, fund 223-7611-53503.

We would recommend approval of the proposal in the amount of \$107,652 with the Mannik Smith Group. 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



1800 Indian Wood Circle, Maumee, Ohio 43537
 Tel: 419.891.2222 Fax: 419.891.1595
 www.MannikSmithGroup.com

AGREEMENT FOR PROFESSIONAL SERVICES

MSG Proposal No.: OP220513
 Date: April 26, 2022

CLIENT:	<u>City of Sylvania</u>		
CLIENT CONTACT:	<u>Kevin G. Aller, PE</u>		
ADDRESS:	<u>6730 Monroe Street, Suite 101</u>	CITY, STATE ZIP:	<u>Sylvania, OH 43560</u>
PHONE:	_____	EMAIL:	_____
PROJECT NAME:	<u>PID 111207 LUC-CR1572-8.28</u>		

SCOPE OF WORK FOR MSG:

Scope of work is defined in the City of Sylvania's RFP dated 3/18/22, and the attached fee proposal and narrative.

Assumptions:

- Deliverables are in the form of PDF files, per the scoping meeting at the city on 4/15/22.

FEE SCHEDULE:

TIME AND MATERIALS (NOT TO EXCEED) LUMP SUM

PROJECT FEE \$ 107,652.00
RETAINER \$ 0.00 (to be applied to final invoice)

SCHEDULE:

The above detailed work will be completed according to the following schedule:

AGREEMENT:

By execution of this Agreement, the Client authorizes The Mannik & Smith Group, Inc. to provide the services described above according to the attached Terms and Conditions. No terms or conditions other than those stated within the attached, and no agreement or understanding oral or written, in any way purporting to modify these terms and conditions whether contained in Client's purchase order or elsewhere, shall be binding on MSG and its subcontractors unless hereafter made in writing and signed by an authorized representative of MSG. All proposals, negotiations, and representations, if any, made prior to, and referenced hereto, are merged herein. In the event Client directs The Mannik & Smith Group, Inc. to proceed with the work, even if not signed below, the Terms & Conditions are considered accepted by the Client.

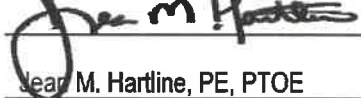
CITY OF SYLVANIA

BY: _____
 Craig A. Stough, Mayor

BY: _____
 Toby A. Schroyer, Finance Director

DATE: _____

THE MANNIK & SMITH GROUP, INC.

SIGNED: 
 PRINTED: Sean M. Hartline, PE, PTOE

TITLE: Vice President

DATE: April 26, 2022

7b

ORDINANCE NO. 49 -2022

ACCEPTING THE PROPOSAL OF MANNIK SMITH GROUP FOR ENGINEERING SERVICES RELATIVE TO THE MAIN STREET RECONSTRUCTION PROJECT; APPROPRIATING FUNDS THEREFORE IN THE AMOUNT OF \$107,652; AND DECLARING AN EMERGENCY.

WHEREAS, Resolution No. 10-2018, passed by Sylvania City Council on June 4, 2018, authorized the Mayor and Director of Finance to submit a grant application for the Main Street Reconstruction (between Ten Mile Creek and Convent Boulevard) Project; and,

WHEREAS, the cost of the project was estimated at \$884,005 and the City was awarded \$400,000 of Surface Transportation Block Grant funding and intends to submit an Ohio Public Works Commission grant application later this year; and,

WHEREAS, Sylvania City Council authorized the Director of Public Service to solicit Letters of Interest from consultants to provide engineering services for the Main Street Reconstruction Project at its February 22, 2022 meeting; and,

WHEREAS, this project involves full-depth pavement replacement and traffic signal replacement project on Main Street between Ten Mile Creek and Convent Boulevard; and,

WHEREAS, the Director of Public Service, by report dated May 2, 2022, has indicated that the City received Letters of Interest from four (4) engineering consultants; and,

WHEREAS, following review and ranking of the Letters of Interest, the Director of Public Service, in his May 2, 2022 report, has recommended that the proposal of Mannik Smith Group to provide engineering services for said project at a cost of One Hundred Seven Thousand Six Hundred Fifty-Two Dollars (\$107,652.00), be accepted.

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

SECTION 1. That the proposal of Mannik Smith Group in the amount of One Hundred Seven Thousand Six Hundred Fifty-Two Dollars (\$107,652.00) for providing engineering services for the Main Street Reconstruction Project, is hereby accepted.

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

SECTION 3. That to provide funds for said engineering services hereby authorized, there is hereby appropriated from the **CITY PERMISSIVE TAX FUND** from funds therein not heretofore appropriated to **Account No. 223-7611-53503, Street Improvements** the amount of One Hundred Seven Thousand Six Hundred Fifty-Two Dollars (\$107,652.00).

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

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

SECTION 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the City should provide for the engineering services 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

8a



DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE DIRECTOR

May 2, 2022

To: The Mayor and Members of Sylvania City Council

Re: **Professional Engineering Services Proposal**
Sylvania River Trail Phase 2 – Elevated Walkway Bearing Seat Repairs

Dear Mr. Mayor and Council Members:

On April 12, 2022 the Service Department conducted an inspection on the northern section of elevated walkway near the Phase 2 pedestrian bridge on the Sylvania River Trail. As a result of this inspection, it was determined that further review and recommendation by a structural engineer would be necessary to evaluate the condition of two bearing seats that support the elevated walkway on the pedestrian bridge piers.

The Service Department reached out to DGL Consulting Engineers, LLC, who is the engineer of record and under contract with the City on the Silica Drive Bridge Replacement Project, to visit the site and provide a recommendation. A site visit was conducted on April 15, 2022 and it's been determined that the elevated walkway bearing seats were designed and constructed in a manner that has led to premature deterioration of the seats at two of the four locations. As a result, repair work is recommended to remove the unreinforced bearing seats at all four locations and provide stronger ones that will ensure longevity and safety.

DGL has prepared a proposal in the amount of \$7,800 to determine feasible repair alternatives, consult with local bridge contractors on constructability methods, and engineer a repair design that will be used by bidding contractors. Funds used for this engineering work would be from the capital improvement account 401-7610-53503. We would recommend approval of the proposal in the amount of \$7,800 with DGL Consulting Engineers. Please call with any questions.

Sincerely,

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



PROVIDING
CIVIL ENGINEERING
SOLUTIONS SINCE 1926

TRANSPORTATION

TRAFFIC/SAFETY

FACILITY/SITE
DEVELOPMENT

SURVEY

CONSTRUCTION
SERVICES

April 27, 2022

Joe Shaw, PE, PS
Deputy Director
City of Sylvania
6730 Monroe Street
Sylvania, OH 43560

Re: Sylvania River Trail Bridge Repair Engineering Services

Dear Mr. Shaw:

Please accept this proposal as DGL Consulting Engineers' (DGL) response to your request for assistance in bridge repairs to the Sylvania River Trail pedestrian bridge. After reviewing your email from 4/12/22, as well as visiting the site on 4/15/22 with you and Scot Morehouse from our company, we feel that we understand this project and your needs.

There are multiple concrete bridge seats that support the elevated walks, adjacent to the prefabricated steel truss bridge over the Ottawa River, along the Sylvania River Trail. It appears that these concrete bridge seats have been constructed without using reinforced steel. Unfortunately, this has led to significant deterioration and lack of support in some places. It was the consensus of you, Scot and I that repair work is needed, to ensure longevity and safety of this corridor.

Please see the attached fee proposal and Scope of Services for how we feel we can assist you in achieving our goals.

Thank you for the opportunity to participate in your proposal process. We look forward to working with you on this project. Please contact me directly should you have any questions related to the material included herein.

Sincerely,

DGL Consulting Engineers, LLC

Nicholas Lake, PE, SI
Senior Transportation Engineer

T: 419.535.1015 Ext. 220 | C: 419.270.7917 | E: nlake@dgl-ltd.com

209-22176


3455 Briarfield Blvd
Suite E
Maumee, OH 43537
419.535.1015

128 N Fulton Street
Wauseon, OH 43567
419.330.1360

545 Metro Place South
Suite 100
Dublin, OH 43017
614.356.7150

dgl-ltd.com

An Agreement for the Provision of Limited Professional Services

Design Professional		Client	
DGL Consulting Engineers, LLC		City of Sylvania	
3455 Briarfield Blvd., Suite E		6730 Monroe Street	
Maumee, OH 43537		Sylvania, OH 43560	
Project Name	Sylvania River Trail Bridge Repair Engineering Services	Project No.	209-22177
Location	Sylvania, Ohio		
Scope of Services	See Scope of Services Attachment for definitions		
Fee Arrangement	LUMP SUM		
Prepare Repair Alternatives, Coordinate with Contractor, Report With City, Analyze Bridge Components, Prepare Repair Details	\$ 7,800		
Total	\$ 7,800 (Lump Sum)		
Retainer Amounts	\$00.00 due with signed contract. Note: DGL can accept credit card payments with an additional 3% service fee.		
Special Conditions	If additional fee is required, DGL will request in writing.		
Offered by:	Accepted by: Client		
Signature & Title	Signature(s) & Title(s)	Date	
			
Nicholas Lake, PE, SI	Craig A. Stough, Mayor		
Senior Transportation Engineer		Date	
	Toby A. Schroyer, Director of Finance		

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



Scope of Services

Project Understanding

It is our understanding that bridge repairs will need to be performed to address the failing/failed bridge seats under the approach walk on the Sylvania River Trail.

The request is to determine what the best repair details are, as well as perform engineering calculations and prepare details for a contractor to perform the repair work. Detailed Scope Information can be found within the attached document.

Services Requested / Scope of Work

The following Scope of Work items are anticipated tasks.

- Site Visit – Take photographs and verify existing conditions. Note: this was performed on 4/15/22.
- Review Existing Plans – Familiarize the design team with existing construction plans by Smithgroup JJR to better understand existing bridge components and details.
- Determine Feasible Alternatives & Coordinate with Contractor – Figure out potential solutions. DGL will talk to a competent contractor who could perform the anticipated work to discuss constructability issues/concerns.
- Report Findings – Discuss recommended solution and plan to The City for coordination and approval.
- Engineering Design – Existing bridge components be considered and reviewed to ensure that construction activities will not over stress, as well as confirm final repair solution is capable of long-term support.
- Prepare Plan and Details – Create a simplified repair plan. It is anticipated that one (1) sheet will be sufficient to provide the contractor enough information and direction for repair details and notes. The City will then use this repair plan as a bid document and/or select a contractor to then provide the repair plan.
- Meetings – DGL will meet with The City and contractor on site to discuss plan and answer questions. One (1) site visit is anticipated.

Schedule

DGL is available to start this work immediately upon your authorization. We can complete the report within four weeks of authorization.

DGL CONSULTING ENGINEERS, LLC TERMS & CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8b

ORDINANCE NO. 50 -2022

ACCEPTING THE PROPOSAL OF DGL CONSULTING ENGINEERS, LLC TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE SYLVANIA RIVER TRAIL PHASE 2 – ELEVATED WALKWAY BEARING SEAT REPAIR PROJECT; APPROPRIATING FUNDS THEREFORE IN THE AMOUNT OF \$7,800; AND DECLARING AN EMERGENCY.

WHEREAS, a recent inspection of the northern section of elevated walkway near the Phase 2 pedestrian bridge on the Sylvania River Trail revealed that two of the four elevated walkway bearing seats were deteriorating prematurely; and,

WHEREAS, the Director of Public Service requested DGL Consulting Engineers, LLC (“DGL”), the City’s engineer for the Silica Drive Bridge Replacement Project, review the walkway bearing seats and provide a recommendation; and,

WHEREAS, DGL has reviewed the site and has recommended that the concrete bridge seats that support the elevated walks be repaired to ensure longevity and safety of the corridor; and,

WHEREAS, the Director of Public Service, by report dated May 2, 2022, has recommended that the proposal of DGL in the amount of \$7,800 for the engineering services proposal for the Sylvania River Trail Phase 2 – Elevated Walkway Bearing Seat Repair Project be accepted.

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

SECTION 1. That the proposal of DGL Consulting Engineers, LLC in the amount of Seven Thousand Eight Hundred Dollars (\$7,800.00) for providing engineering services for the Sylvania River Trail Phase 2 – Elevated Walkway Bearing Seat Repair Project, is hereby accepted.

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

SECTION 3. That to provide funds for said engineering services hereby authorized, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore appropriated to **Account No. 401-7610-53503, Street Improvements** the amount of Seven Thousand Eight Hundred Dollars (\$7,800.00)

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

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

SECTION 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the City should provide for the engineering services for the repairs 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

9a



DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE DIRECTOR

May 2, 2022

To: The Mayor and Members of Sylvania City Council

Re: **Supplement to the PE Services Agreement – Norfolk Southern Railway Company
LUC-Monroe & Silica Improvements (PID 107489)**

Dear Mr. Mayor and Council Members:

On December 16, 2019 City Council authorized the Service Department to enter into a Preliminary Engineering Agreement with the Norfolk Southern Railway Company (Ord. 99-2019) on the LUC-Monroe & Silica Improvements Project (PID 107489).

This Agreement has been in place to allow Norfolk Southern the ability to administer the project, review plans, make site visits, and design a new railroad signal crossing on Monroe Street. The estimated cost of Preliminary Engineering work by Norfolk Southern was \$38,142.

Preliminary Engineering work is nearly completed and Norfolk Southern has requested a supplement to our Agreement increasing the cost of services provided an additional \$8,020. The major reason cited for the increase was Norfolk Southern estimated four (4) plan reviews and the actual amount of reviews will be six (6) before the project shifts into the construction services phase.

As a result, we would request approval of this supplement to the Preliminary Engineering Agreement from \$38,142 to \$46,162. The necessary funds for this work would be used from account number 401-7610-53503.

Please call with any questions.

Sincerely,

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

AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES

This agreement made by and between the City of Sylvania (hereinafter called "City"), and Norfolk Southern Railway Company (hereinafter called "COMPANY").

The City will submit plans and specifications to said COMPANY for work which will involve or affect COMPANY facilities at the following location:

Town, County State: Sylvania, Lucas County, OH
AAR-DOT#: 508870J
Street /Bridge Name: Monroe Street
Description: Widening of Monroe Street at-grade crossing (PID No. 107489)

Preliminary Engineering Cost Estimate: \$38,142 + \$8,020 = \$46,162

Therefore, in consideration of the benefits moving to each of the parties hereto, they do mutually agree as follows:

ARTICLE 1. REIMBURSEMENT. The City agrees to reimburse the COMPANY for actual cost of preliminary engineering necessary in connection with the project.

The COMPANY shall submit to the City fair and reasonable costs of the aforesaid work performed as evidenced by detailed invoices acceptable to the City. The City shall reimburse the COMPANY in the amount of the approved costs so submitted.

ARTICLE 2. EFFECTIVE DATE OF AGREEMENT. This agreement shall take effect at the time it is approved and signed by both the City and the COMPANY.

ARTICLE 3. STARTING OF WORK. This agreement covers preliminary engineering services performed starting November 20, 2019. The COMPANY agrees to provide preliminary engineering services at the request of the City or its agent, whether written or verbal.

ARTICLE 4. SCOPE OF WORK. The scope of this agreement is limited to review by the COMPANY of the plans and specifications to provide information to the COMPANY and the City regarding the project. This agreement does not constitute the COMPANY's approval of the project.

IN WITNESS WHEREOF, the City and the COMPANY have caused these presents to be signed by their duly authorized officers:

City
Signature: _____
Name: _____
Title: _____
Date: _____

COMPANY
Signature: _____
Name: D.A. Becker
Title: Chief Engineer
Date: _____

FORCE ACCOUNT ESTIMATE

Work to be Performed By:		Norfolk Southern Railway Company
For the Account of:		City of Sylvania
Project Description:		Proposed Widening of Monroe St XAG
Location:		Sylvania, Lucas County, OH
Project No.:		PID No. 107489
Milepost:		XK-307.34
File:		CX1113759 - 10.3291
Date:	Original	November 27, 2019
	Supplement	March 28, 2022

ITEM A - Preliminary Engineering	17,716	
ITEM B - Construction Engineering	0	
ITEM C - Administration	3,446	
ITEM D - Railroad Protective Services	0	
ITEM E - Communications	0	
ITEM F - Signal & Electrical	25,000	
ITEM G - Track Work	0	
ITEM H - T-Cubed	0	
Total	\$ 46,162	
Contingency 0%	\$ -	
GRAND TOTAL	\$ 46,162	

ITEM A - Preliminary Engineering

(Review plans and special provisions, prepare estimates, etc.)

			Supplement
Labor:	20 Hours @ \$60 / hour=	1,200	
Supplement:	10 Hours @ \$60 / hour=		600
Labor Additives:		944	472
Travel Expenses:		1,500	0
Services by Contract Engineer:		8,400	4,600
	NET TOTAL - ITEM A	\$ 12,044	\$ 5,672
	NET COMBINED TOTAL		\$ 17,716

ITEM B - Construction Engineering

(Coordinate Railway construction activities,
review contractor submittals, etc.)

		Supplement	
Labor:	0 Hours @ \$60 / hour=	0	
Supplement:	0 Hours @ \$60 / hour=		0
Labor Additives:		0	0
Travel Expenses:		0	0
Services by Contract Engineer:		0	0
NET TOTAL - ITEM B		\$ -	\$ -
NET COMBINED TOTAL			\$ -

ITEM C - Administration

		Supplement	
Agreement Construction, Review and/or Handling:		0	1,250
Protective Services Process/Handling Fee:		0	0
Miscellaneous Handling (i.e. Real Estate ValMap fee):		0	0
Accounting Hours (Labor):	20 Hours @ \$30 / hour=	600	
Supplement:	20 Hours @ \$30 / hour=		600
Accounting Additives:		498	498
NET TOTAL - ITEM C		\$ 1,098	\$ 2,348
NET COMBINED TOTAL			\$ 3,446

ITEM D - Railroad Protective Services

(During construction on, over,
under, or adjacent to the track.)

		Supplement	
Labor:	Protective Services		
	0 days @ 390.00 per day=	0	
	(based on working 12 hours/day)		
Labor Additive:		0	
Travel Expenses, Meals & Lodging:			
	0 days @ \$100/day=	0	
Rental Vehicle	0 months @ \$950/month=	0	
NET TOTAL - ITEM D		\$ -	\$ -
NET COMBINED TOTAL			\$ -

ITEM E - Communications

		Supplement	
Material:		0	0
Labor:		0	0
Purchase Services:		0	0
Subsistence:		0	0
Additive:		0	0
NET TOTAL - ITEM E		\$ -	
NET COMBINED TOTAL			

ITEM F - Signal & Electrical

	Supplement	
Material:	0	0
Labor:	0	0
Purchase Services:	25,000	0
Other:	0	0
	<hr/>	
NET TOTAL - ITEM F	\$	25,000
NET COMBINED TOTAL		

ITEM G - Track Work

	Supplement	
Material:	0	0
Labor:	0	0
Additive:	0	0
Purchase Services:	0	0
	<hr/>	
NET TOTAL - ITEM G	\$	-
NET COMBINED TOTAL		

ITEM H - T-CUBED

Lump Sum	\$	-	Supplement	\$	-
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NOTES

1. For all groups of CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance) is 185.81%. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.
2. For all groups of NON-CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance is 78.59%. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.
3. All applicable salvage items due the Department will be made available to it at the jobsite for its disposal.
4. The Force Account Estimate is valid for one (1) year after the date of the estimate (03/28/2022). If the work is not performed within this time frame the Railway may revise the estimate to (1) include work not previously indicated as necessary and (2) reflect changes in cost to perform the force account work.

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ORDINANCE NO. 51 -2022

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AN AMENDMENT TO THE AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES WITH NORFOLK SOUTHERN RAILWAY COMPANY RELATIVE TO THE MONROE & SILICA IMPROVEMENT PROJECT; INCREASING THE CONTRACT AMOUNT BY \$8,020; APPROPRIATING FUNDS THEREFORE; AND DECLARING AN EMERGENCY.

WHEREAS, Ordinance No. 99-2019, passed by Sylvania City Council on December 16, 2019, authorized the Mayor and Director of Finance to enter into an Agreement for Preliminary Engineering Services with Norfolk Southern Railway Company relative to the Monroe & Silica Improvement Project; and,

WHEREAS, the Agreement provided for Norfolk Southern to administer the project, review plans, make site visits and design a new railroad signal crossing on Monroe Street at a cost of \$38,142; and,

WHEREAS, the preliminary engineering work authorized by the Agreement included four (4) plan reviews, however, there will actually be six (6) plan reviews before the project moves to the construction phase of the project; and,

WHEREAS, the Director of Public Service, by report dated May 2, 2022, has recommended that the City enter into an Amendment to the Preliminary Engineering Services Agreement with Norfolk Southern Railway increasing the original proposed cost of preliminary engineering work by \$8,020, for a total of \$46,162.

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

SECTION 1. That the Amendment to the Agreement for Preliminary Engineering Services with Norfolk Southern Railway relative to the Monroe & Silica Improvements Project in the amount of Eight Thousand Twenty Dollars (\$8,020.00), is hereby approved and accepted.

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

SECTION 3. That to provide funds for said engineering services hereby authorized, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore appropriated to **Account No. 401-7610-53503 – Street Improvements** the amount of Eight Thousand Twenty Dollars (\$8,020.00).

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

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

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

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2022, as an emergency measure.

ATTEST:

President of Council
APPROVED AS TO FORM:

Clerk of Council
APPROVED:

Director of Law

Mayor

Date

ORDINANCE NO. 46 -2022

ACCEPTING THE PROPOSAL OF DGL CONSULTING ENGINEERS, LLC TO PROVIDE PRELIMINARY ENGINEERING SERVICES FOR THE DOWNTOWN STREETScape PROJECT; APPROPRIATING FUNDS THEREFORE IN THE AMOUNT OF \$61,680; AND DECLARING AN EMERGENCY.

WHEREAS, the first phase of downtown improvements, including planting street trees, paver inlays, brick columns and walls, entry signage and horsehead bollards, were constructed and installed on Main Street between Monroe Street and Maplewood Avenue in 1983; and,

WHEREAS, in 1987, decorative street lights were extended on Main Street from Maplewood Avenue to Erie Street; and,

WHEREAS, some of the street trees and paver inlays have begun to deteriorate and a streetscape update should be considered; and,

WHEREAS, the Director of Public Service requested a preliminary engineering proposal from DGL Consulting Engineers, LLC (“DGL”) of Maumee, Ohio to begin planning for a streetscape update including topographic survey, review of the Downtown Master Plan, conducting stakeholder meetings, and the preparation of a concept plan and cost estimate including utility and pavement upgrades; and,

WHEREAS, DGL intends to utilize JDRM of Sylvania, Ohio to assist with electrical planning and EDGE of Toledo, Ohio to assist with landscape and streetscape elements; and,

WHEREAS, DGL has planned and designed streetscape projects for several communities in northwest Ohio, including Bryan, Maumee, Delta, Oregon, and Port Clinton; and,

WHEREAS, the Director of Public Service, by report dated April 18, 2022, has recommended that the proposal of DGL in the amount of \$61,680 for the preliminary engineering services proposal for the Downtown Streetscape Project be accepted.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Sylvania, Lucas

County, Ohio, _____ members elected thereto concurring:

SECTION 1. That the proposal of DGL Consulting Engineers, LLC in the amount of Sixty-One Thousand Six Hundred Eighty Dollars (\$61,680.00) for providing preliminary engineering services for the Downtown Streetscape Project, is hereby accepted.

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

SECTION 3. That to provide funds for said engineering services hereby authorized, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore appropriated to **Account No. 401-7610-53503, Street Improvements** the amount of Sixty-One Thousand Six Hundred Eighty Dollars (\$61,680.00)

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

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

SECTION 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the City should provide for the engineering services for the Downtown Streetscape 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

A

April 28, 2022

MEMO

To: Mayor Stough & City Council
Fm: Bill Sanford & Leslie Brinning
Re: Update on TIF

We want to give you an update on the status of possibly establishing a TIF in our downtown area.

We met with Glen Grisdale from Reveille and we are working on the following items;

- Glenn will recalculate the projections on what each TIF would collect (10 yr., 30 yr.). He will use 75% in the calculation.
- We will provide him with an update on the TIF map and take out the residential area on Maplewood and include more commercial properties on Monroe Street.
- We will schedule a meeting with the schools to go over the TIF to get an idea on their position regarding a TIF before we come back to you with a final recommendation.
- In our discussion a 30 year, 75% TIF that would be established in 2022 seems the best option, but we want to give you all the information when it is ready so you will then be in a better position to make a decision on this.

If you have any questions please let us know.