

## **Sylvania City Council**

August 15, 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 Mrs. Westphal.
3. Additions to the agenda.
4. Approval of the Council meeting minutes of July 18, 2022.
5. Proposed Ordinance No. 72-2022, Revising the Administrative, Departmental and Divisional Organization of the City and the Codified Ordinances thereof by amending Sylvania codified Ordinances Section 139.03(e)(3) to change the Title of Magistrate position from “Magistrate” to “Magistrate/Court Administrator”.
6. Monroe Street & Harroun Road Safety Improvements.
  - a. Service Director’s report on Construction Engineering Consultants.
  - b. Authorization to begin Letter of Interest solicitation.
  - c. Service Director’s report to advertise for bids.
  - d. Authorization to advertise for bids.
7. Large Diameter Sanitary Sewer Lining Project (Phase 2).
  - a. Service Director’s report on Change Order No. 1.
  - b. Proposed Ordinance No. 73-2022, Authorizing to approve Change Order No. 1 to this City’s Agreement with Granite Inliner, LLC for the Large Diameter Sanitary Sewer Lining Project (Phase 2).
8. Harroun Park River Trail Stream Restoration (Phase 2).
  - a. Service Director’s report on Design-Build Contract.
  - b. Proposed Ordinance No. 74-2022, Authorizing to accept the proposal of Civil & Environmental Consultant, Inc. for the Design-Build Services for the Harroun Park River Trail Stream Restoration Project, (Phase 2).
9. LUC-Monroe & Silica Improvements.
  - a. Service Director’s report on Subsidy Stipulation Agreement -Public Utilities Commission of Ohio (PUCO).
  - b. Proposed Ordinance No. 75-2022, Authorizing to enter into a Subsidy Stipulation Agreement with the Public Utilities Commission of Ohio (“PUCO”).

10. Right of Way Acquisitions – Monroe & Silica Improvement Project and Silica Drive Bridge Replacement project.
  - a. Sigma Realty Company (Parcel 33-T)
    - 10a1. Proposed Ordinance No. 76-2022, Accepting a Temporary Construction Easement from Sigma Realty Company for the Monroe & Silica Improvement and Silica Drive Bridge Replacement Project.
  - b. Anchor Church of the Christian and Missionary Alliance (Parcel 52)
    - 10b1. Proposed Ordinance No. 77-2022, Accepting a Temporary Construction Easement from and authorizing to enter into a Purchase Agreement with Anchor Church of the Christian and Missionary Alliance for the Monroe & Silica Improvement Project and Silica Drive Bridge Replacement Project.
11. Proposed Ordinance No. 78-2022, Accepting the Proposal of the Edge Group of provide Professional Landscape Architectural Services relative to the Downtown Transportation Improvements Project.
12. Proposed Ordinance No. 79-2022, Authorizing to enter into a First Amendment to Trail Easement and Maintenance Agreement with the Toledo-Lucas County Port Authority and SOMO MF Partners, LLC.
13. Lourdes University – Street Banner Permit.
  - a. Proposed Ordinance No. 80-2022, Approving the Banner Application of Lourdes University.
14. Proposed Ordinance No. 77-2021, Authorizing to accept the proposal of Environmental Design Group to review the City’s Zoning Code.
15. Toledo Regional Water Commission-Toledo Raw Water Main update.
16. Committee reports.
17. Committee referrals.

### **INFORMATION**

- A. July 2022 Bank Reconciliation.
- B. Board of Architectural Review minutes from August 10, 2022.
- C. Municipal Planning Commission minutes from August 10, 2022.

Minutes of the Meeting of Council  
July 18, 2022

The Council of the City of Sylvania, Ohio met in regular session on July 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, Lyndsey Stough; (5) present; Patrick Richardson, Mary Westphal (2) absent; excused.

Roll call:  
Absent:  
Richardson,  
Westphal,  
excused.

Pledge of Allegiance to the United States of America led by Ms. Stough.

Pledge of  
Allegiance.

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

The following items has been added to the agenda:

- 4a. Introduction of new Police Officer, Mitchell Boraggina.
- 13. Discussion on the Fireworks Contract.

Mr. Frye moved, Mr. Haynam seconded to approve the agenda as amended; roll call vote being: Frye, Hansen, Haynam, McCann, Stough; (5) yeas; (0) nays. The motion carried.

Agenda approval.

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

Mr. Frye presented the June 18, 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 June 18, 2022 be approved; roll call vote being: Hansen, Haynam, Frye, McCann, Stough: (5) yeas; (0) nays. The motion carried.

Approval of the  
June 18, 2022  
meeting minutes.

Captain Hubaker introduced the City’s new Police Officer, Mitchell Boraggina. He comes to Sylvania with 4 years of experience.

Intro of new  
police officer,  
Boraggina.

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

Mr. McCann presented and read aloud by title only, proposed Ordinance No. 61-2022, a written copy of same having been previously furnished to each member of Council, “To assess a special tax upon the lots and lands described in the schedule referred to herein to pay a part of the cost and expense of providing for the construction, maintenance, repair, cleaning and enclosing open drainage ditches within the corporate limits of the City of Sylvania for the year ending December 31, 2022; and declaring an emergency.”; Mr. McCann moved, Mr. Hansen seconded for passage of Ordinance No. 61-2022 as an emergency measure.; roll call vote being: Haynam, McCann, Stough, Frye, Hansen, (5) yeas; (0) nays. The motion carried.

Ordinance No.  
61-2022, “To  
assess a special  
tax...ditch  
maintenance...”

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Mr. McCann presented and read aloud by title only, proposed Ordinance No. 62-2022, a written copy of same having been previously furnished to each member of Council, "Ordinance approving the assessment heretofore authorized by Resolution No. 6-2022 for Street Lighting; levying said assessments; and declaring an emergency." Mr. McCann moved, Ms. Stough seconded for passage of Ordinance No. 62-2022 as an emergency measure.; roll call vote being: McCann, Stough, Frye, Hansen, Haynam, (5) yeas; (0) nays. The motion carried.

Ordinance No. 62-2022, "Approving the assessment for street lighting..."

Mr. Hansen presented and read aloud by title only, proposed Ordinance No. 63-2022, a written copy of same having been previously furnished to each member of Council, "To assess a special tax upon the lots and lands described in the schedule referred to herein to pay a part of the cost and expense of providing for the removal and special treatment of shade trees for the purpose of controlling blight and disease of same; and for planting, maintaining, trimming and removing shade trees in and along the streets and within public right-of-way of the City for the year ending December 31, 2022; and declaring an emergency."; Mr. Hansen moved, Mr. McCann seconded for passage of Ordinance No. 63-2022 as an emergency measure.; roll call vote being: Stough, Frye, Hansen, Haynam, McCann, (5) yeas; (0) nays. The motion carried.

Ordinance No. 63-2022, "To assess a special tax... shade trees...."

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

Mr. Frye presented and read aloud by title only, proposed Ordinance No. 64-2022, a written copy of same having been previously furnished to each member of Council, "Authorizing the Mayor and Director of Finance to enter into an Agreement for the Regional Addiction Diversion Program, on behalf of the City of Sylvania, Ohio, with the Board of Lucas County Commissioners, for the provision of Court Addiction Diversion Services through Lucas County Court of Common Pleas Work Release Court Addiction Program to Sylvania Municipal Court; and declaring an emergency."; Mr. Frye moved, Mr. Haynam seconded for passage of Ordinance No. 64-2022 as an emergency measure.; roll call vote being, Frye, Hansen, Haynam, McCann, Stough (5) yeas; (0) nays. The motion carried.

Ordinance No. 64-2022, "...Agreement for Regional Addiction Diversion Program..."

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

Mr. Frye presented and read aloud by title only, proposed Ordinance No. 65-2022, a written copy of same having been previously furnished to each member of Council, "Authorizing the Mayor and Director of Finance to enter into an Amended Agreement with the Chairman of Lucas County General Health District Advisory Council for a Contract providing for the Administration of Health and Environmental Affairs in the Regional Combined Health District; and declaring an emergency."; Mr. Frye moved, Ms. Stough seconded for passage of Ordinance No. 65-2022 as an emergency measure.;

Ordinance No. 65-2022, "Authorizing an Amended Agreement with Lucas County

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roll call vote being, Hansen, Haynam, McCann, Stough, Frye, (5) yeas; (0) nays. The motion carried.

General Health  
District Advisory  
Council....”

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

Service Director’s report on Construction Agreement – Norfolk Southern Railway Company - LUC-Monroe & Silica Improvement Project was placed on file. Mr. McCann presented and read aloud by title only, proposed Ordinance No. 66 -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 Construction Agreement with Norfolk Southern Railway Company relative to the Monroe & Silica Improvement project; appropriating funds therefore in the amount of \$642,423; and declaring an emergency.”; Mr. McCann moved, Mr. Haynam seconded for passage of Ordinance No. 66-2022 as amended, as an emergency measure; roll call vote being: Haynam, McCann, Stough, Frye, Hansen: (5) yeas; (0) nays. The motion carried.

Ordinance No.  
66-2022,  
“Authorizing a  
Construction  
Agreement with  
Norfolk Southern  
Railway Co.  
relative to  
Monroe & Silica  
Improvement  
Project....”

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

Service Director’s report on Right-of-Way acquisition (20-WD & 20-T) for LUC-Monroe and Silica & LUC-Silica Drive Bridge Replacement was placed of file. Mr. Haynam presented and read aloud by title only, proposed Ordinance No. 67-2022, 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 Purchase Agreement with the Toledo Lucas County Public Library for the Monroe & Silica Improvement Project and Silica Drive Bridge Replacement Project; dedicating the same for public purposes; appropriating funds therefore in the amount of \$4,533; and declaring an emergency.”; Mr. Haynam moved, Mr. Hansen seconded for passage of Ordinance No. 67-2022 as an emergency measure; roll call vote being: McCann, Stough, Frye, Hansen, Haynam; (5) yeas; (0) nays. The motion carried.

Ordinance No.  
67-2022,  
“Authorizing.  
Purchase  
Agreement with  
Tol Lu Co.  
Public Library...  
Monroe & Silica  
Improvement  
Project...”

Service Director’s report on Right-of-Way acquisition (21-T) for LUC-Monroe and Silica & LUC-Silica Drive Bridge Replacement was placed of file. Mr. Hansen presented and read aloud by title only, proposed Ordinance No.68 -2022, a written copy of same having been previously furnished to each member of Council “Accepting a Temporary Construction Easement from Louisville Title Agency for N.W. Ohio, Inc., Trustee for the Monroe & Silica Improvement Project and Silica Drive Bridge

Ordinance No.  
68-2022,  
“Accepting a  
Temporary  
Construction  
Easement from  
Louisville

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Replacement Project; dedicating the temporary easement for public purposes; appropriating funds therefore in the amount of \$17,745; and declaring an emergency.”; Mr. Hansen moved, Mr. Haynam seconded for passage of Ordinance No. 68-2022 as an emergency measure; roll call vote being: Stough, Frye, Hansen, Haynam, McCann; (5) yeas; (0) nays. The motion carried.

Title...Monroe & Silica Improvement Project...”

Service Director’s report on Right-of-Way acquisition (22-T) for LUC-Monroe and Silica & LUC-Silica Drive Bridge Replacement was placed of file. Mr. McCann presented and read aloud by title only, proposed Ordinance No.69 -2022, a written copy of same having been previously furnished to each member of Council “Accepting a Temporary Construction Easement from Sylvania Limited Liability Company for the Monroe & Silica Improvement Project and Silica Drive Bridge Replacement Project; dedicating the temporary easement for public purposes; appropriating funds therefore in the amount of \$33,550; and declaring an emergency.”; Mr. McCann moved, Ms. Stough seconded for passage of Ordinance No. 69-2022 as an emergency measure; roll call vote being: Frye, Hansen, Haynam, McCann, Stough; (5) yeas; (0) nays. The motion carried.

Ordinance No. 69-2022, “Accepting a Temporary Construction Easement from Sylvania LLC ...Monroe & Silica Improvement Project...”

Service Director’s report on Right-of-Way acquisition (28-T) for LUC-Monroe and Silica & LUC-Silica Drive Bridge Replacement was placed of file. Ms. Stough presented and read aloud by title only, proposed Ordinance No.70 -2022, a written copy of same having been previously furnished to each member of Council “Accepting a Temporary Construction Easement from Board of Sylvania Township Trustees for the Monroe & Silica Improvement Project and Silica Drive Bridge Replacement Project; dedicating the temporary easement for public purposes; appropriating funds therefore in the amount of \$16,740; and declaring an emergency.”; Ms. Stough moved, Mr. McCann seconded for passage of Ordinance No. 70-2022 as an emergency measure; roll call vote being: Hansen, Haynam, McCann, Stough, Frye; (5) yeas; (0) nays. The motion carried.

Ordinance No. 70-2022, “Accepting a Temporary Construction Easement from Sylvania Township Trustees ...Monroe & Silica Improvement Project...”

Service Director’s report on Right-of-Way acquisition (30-T) for LUC-Monroe and Silica & LUC-Silica Drive Bridge Replacement was placed of file. Mr. Frye presented and read aloud by title only, proposed Ordinance No.71 -2022, a written copy of same having been previously furnished to each member of Council “Accepting a Temporary Construction Easement from Brighty Investment Properties, LLC for the Monroe &

Ordinance No. 71-2022, “Accepting a Temporary Construction

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Silica Improvement Project and Silica Drive Bridge Replacement Project; dedicating the temporary easement for public purposes; appropriating funds therefore in the amount of \$3,288; and declaring an emergency.”; Mr. Frye moved, Mr. McCann seconded for passage of Ordinance No. 71-2022 as an emergency measure; roll call vote being: Haynam, McCann, Stough, Frye, Hansen; (5) yeas; (0) nays. The motion carried.

Easement from  
Brightly  
Investment Prop.  
LLC ...Monroe  
& Silica  
Improvement  
Project...”

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

Mayor Stough stated that Council is in receipt of the Plan Commission’s recommendation of approval on Zoning Ordinance Amendment Application ZA-2-2022. Mr. Haynam moved, Mr. McCann seconded to set the public hearing on ZA-2-2022 from R-1 to R-3PD for property located at 4215 N. McCord Road for September 6, 2022 at 6:30 p.m. Roll call vote being: Haynam, McCann, Stough, Frye, Hansen; (5) yeas; (0) nays. The motion carried.

Set Public  
Hearing for  
ZA-2-2022 for  
9/6/22 at 6:30  
p.m.

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

Mr. Haynam reported the Zoning & Annexation Committee met on July 7, 2022 to discuss the Zoning Code for Downtown with Environmental Design Group. Mr. Haynam moved, Ms. Stough seconded to order legislation to accept the contract with Environmental Design Group, 3<sup>rd</sup> Revision, dated May 23, 2022 for the zoning code review. There was discussion on proposed Ordinance No. 60-2022, regarding ZA-1-2022. Mr. Haynam presented and read aloud by title only, proposed Ordinance No.60-2022, a written copy of same having been previously furnished to each member of Council “Approving the recommendation of the Municipal Planning Commission to approve Petition for Zoning Ordinance Amendment No. ZA-1-2022 on the petition of the Hamid Brothers, LLC to change the zoning of 5601-5609 West Alexis Road, Sylvania, Ohio; and declaring an emergency.”; Mr. Haynam moved, Mr. Frye seconded for passage of Ordinance No. 60-2022 as an emergency measure; roll call vote being: McCann, Stough, Frye, Hansen, Haynam; (5) yeas; (0) nays. The motion carried.

Report of Z & A  
Committee  
regarding:  
Zoning Code for  
Downtown;

Ordinance No.  
60-2022,  
“approving Pal  
Commission’  
recommendation  
of approval on  
ZA-1-2022...”

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

Mr. Frye reported on the Fireworks from the July 8<sup>th</sup> display. There are questions on the date change which was not addressed in the current contract. Mr. Frye moved, Mr. Hansen seconded to set a COW meeting on August 15<sup>th</sup> at 6:30 p.m. to discuss with Zambelli the contract and issues that led to the date change for this year. Roll call vote being: Frye, Hansen, Haynam, McCann, Stough, (5) yeas; (0) nays.

COW Mtg set for  
815/22 at  
6:30 p.m.

Mayor Stough stated all agenda items have been addressed.

Mr. Frye moved, Mr. Haynam seconded to adjourn at 8:40 p.m. Roll call vote being: Frye, Hansen, Haynam, McCann, Stough, (5) yeas; (0) nays.

Adjournment.

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Mayor



**ORDINANCE NO. 72 -2022**

**REVISING THE ADMINISTRATIVE, DEPARTMENTAL AND DIVISIONAL ORGANIZATION OF THE CITY AND THE CODIFIED ORDINANCES THEREOF BY AMENDING SYLVANIA CODIFIED ORDINANCE SECTION 139.03(e)(3) TO CHANGE THE TITLE OF MAGISTRATE POSITION FROM “MAGISTRATE” TO “MAGISTRATE/COURT ADMINISTRATOR” FOR THE SYLVANIA MUNICIPAL COURT AND TO SET THE SALARY AT \$120,000; AND DECLARING AN EMERGENCY.**

WHEREAS, Ordinance No. 82-2019, passed September 16, 2019, revised the Administrative, Departmental and Divisional Organization of the City and the Codified Ordinances thereof by amending Sylvania Codified Ordinance Section 139.02(e)(3) to add the position of full-time Magistrate for Sylvania Municipal Court and to set the salary at \$91,520; and,

WHEREAS, the Judge of the Sylvania Municipal Court has requested that the title of the position be changed from “Magistrate” to “Magistrate/Court Administrator” and the salary for the position be increased to \$120,000 annually effective on and after August 22, 2022.

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

SECTION 1. That Section 139.03(e)(3) of the Codified Ordinances of Sylvania, 1979, as amended, be and it is, hereby further amended to read as set forth on the attached “Exhibit A” effective on and after August 22, 2022.

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



139.02(e)(3) Compensation for elective and appointive officials. The following elective and appointed officials which are not otherwise provided for in this chapter shall be compensated as follows:

<u>TITLE</u>	<u>RATE</u>
	* * *
Magistrate/Court Administrator	\$120,000 annually commencing August 22, 2022.
	* * *

(Ord. \_\_\_\_-2022. Passed \_\_\_\_\_-2022.)

“Exhibit A”

69



DEPARTMENT OF PUBLIC SERVICE  
KEVIN G. ALLER, PE DIRECTOR

August 15, 2022

To: The Mayor and Members of Sylvania City Council

Re: **Letters of Interest (LOI) for Construction Management Services  
LUC-CR 4-9.77, PID 109598 (Monroe Street & Harroun Road Safety Improvements)**

Dear Mr. Mayor and Council Members:

The construction plans and specifications for the above referenced project are complete and the Service Department has received Federal authorization to proceed ahead with the advertising and bidding phase of the project.

Concurrently with the bidding process the Service Department would also like to request Letters of Interest from construction engineering consultants. Specifically, the City will need to have a firm and Construction Project Engineer (CPE) secured that is ODOT pre-qualified for Construction Administration, Inspection, and Materials Management services.

City staff members will review the Letters of Interest and select the most qualified consultant. Once the most highly qualified consultant is selected the City will enter into scope of services and fee negotiations. It is our goal to have the construction engineering contract ready for City Council approval in October 2022.

We would request authorization to begin the Letter of Interest solicitation.

Sincerely,

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

6c



DEPARTMENT OF PUBLIC SERVICE  
KEVIN G. ALLER, PE DIRECTOR

August 15, 2022

To: The Mayor and Members of Sylvania City Council

Re: **LUC-CR 4-9.77 (PID 109598) – Monroe & Harroun Improvements**

Dear Mr. Mayor and Council Members:

The Service Department has received the authorization to proceed from the Federal Highway Administration and the Ohio Department of Transportation to publicly advertise and bid the above referenced project.

As a reminder this project consists of implementing several safety related improvements within the Monroe Street/Harroun Road corridor including:

- Realigning the northbound/southbound approaches at Monroe & Harroun.
- Eliminating the eastbound Monroe left turning lane to Toledo Memorial Park, thereby increasing the westbound double left turn storage length from Monroe to Harroun.
- Installing a right-in-right-out-left-in approach for the Kroger driveway on Harroun (left out removed).
- Fully upgrading both vehicular & pedestrian signal systems at Harroun & Kroger.

The estimated construction cost of the project is \$1,676,898.99. The Service Department has secured \$1,261,530 in Highway Safety Improvement Program (HSIP) funding assistance and \$270,000 in Ohio Public Works Commission (OPWC) grant assistance for the construction portion of the project. The remaining \$145,368.99 will be locally funded and was included in the 2022 budget as a capital improvement expense via fund 401-7610-53503.

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

Sincerely,

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

7a



DEPARTMENT OF PUBLIC SERVICE  
KEVIN G. ALLER, PE DIRECTOR

August 15, 2022

To: The Mayor and Members of Sylvania City Council

Re: **LARGE DIAMETER SANITARY SEWER LINING PROJECT (PHASE 2)  
CHANGE ORDER NO. 1**

Dear Mr. Mayor and Council Members:

Construction work associated with the Large Diameter Sanitary Sewer Lining Project (Phase 2) is underway. The Contractor (Granite Inline, LLC) has requested a modification and cost increase associated with the unit pricing for cured-in-place pipe (CIPP) lining of the 36" sanitary sewer.

The CIPP lining industry has seen substantial cost increases and strain with respect to the raw materials used in the process. Specifically, the cost of petroleum-based resin and fiberglass liner tubes has increased since the Contractor prepared and submitted their bid in January 2022 to when the materials were actually purchased for construction in July 2022. Resin increased 15.9% and fiberglass liner tubes increased 14.5% between bidding and purchasing on this project.

As a result, the Contractor is requesting unit price adjustments be considered to reflect these increases for the CIPP lining work. The unit pricing adjustments and calculations are enclosed. The total anticipated cost increase for resin and fiberglass liner tube will increase the unit price for installed CIPP liner from \$207/foot to \$219.76/foot. The actual cost increase amounts will be finalized when the installed and measured liner lengths are determined during construction.

The total cost of these changes is estimated to be \$51,614.20. We would recommend approval of Change Order No. 1 which will increase the contract amount from \$1,097,358.30 to \$1,148,972.50. Please call if you have any questions.

Sincerely,

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

State of Ohio  
OHIO WATER DEVELOPMENT AUTHORITY

**CHANGE ORDER**      Number 1

OWDA Project No.: 9666      LGA Name: City of Sylvania

Contract Large Diameter Sanitary Sewer Lining Phase 2

Title of Change Order: Resin & Liner Tube Materials Cost Increases

Date: 8/2/22

Description of Change:

See Enclosed

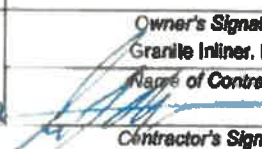
The time provided for completion in the contract for the above items is (increased/decreased) by zero(0) calendar days. The new completion contract dates are as follows:

Substantial Completion Date:      Final Completion Date:

RECOMMENDED  
FOR APPROVAL BY:

City of Sylvania  
*Name of Engineering Firm*  
  
*Engineer's Signature*

8/2/22  
*Date*

Original Contract Amt	\$1,097,358	30	Approved By:	<u>City of Sylvania</u> <i>Name of Owner</i>
Previous Changes (+ or -)	\$ 0	00	Date:	
This Change (+ or -)	\$ 51,614	20	Submitted By:	<u>Granite Inliner, LLC</u> <i>Name of Contractor</i>
Adjusted Contract Amt	\$1,148,972	50	Date: <u>08.02.22</u>	 <i>Contractor's Signature</i>

*Ohio Water Development Authority*

The above proposal is hereby accepted and I recommend that it be approved and made a part of the OWDA contract noted above. The approval does not constitute an increase in the total loan amount, but represents approval for the work.

Chief Engineer

Date

## CHANGE ORDER NOTIFICATION FORM

CO #	Project	Contractor
1	<b>Large Diameter Sanitary Sewer Lining Project (Phase 2)</b>	<b>Granite Inliner, LLC</b>

Ref. No.	Item	Existing or New Item	Item Description	Quantity or Lump Sum	Unit Price or Lump Sum	Total Cost
100	-	New	Install Cured-In-Place Pipe Liner in Existing 36-Inch Sanitary Sewer Pipe	4045	\$219.76	\$888,929.20

Attach any supporting documentation and address the questions on the back of this form.

<b>Submitted by:</b>	<b>Joseph E. Shaw, Deputy Service Director</b>	<b>8/2/22</b>	<b>(Date)</b>
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1. Why is the work necessary?  
**The cast-in-place pipe lining industry has seen an increased strain on the cost of raw materials. As a result, the cost of resin and liner tube has increased since the time the Contractor submitted their bid in January 2022 when compared to purchasing and supplying the materials for construction in July 2022.**

**The Contractor used \$1.1880/lb. as a unit price for resin at the time of bidding. The actual resin unit price at the time of purchasing was \$1.4120/lb. as shown on the attached invoices.**

**The Contractor used \$27.26/foot as a unit price for liner tube at the time of bidding. The actual liner tube unit price at the time of purchasing was \$31.87/foot as shown on the proprietary pricing sheets.**

**Detailed calculations are enclosed.**

**The unit price bid for Ref. No. 12 – Install Cured-In-Place Pipe Liner in Existing 36-Inch Sanitary Sewer Pipe was \$207/foot. This line item will be non-performed and replaced with Ref. No. 100.**

**The net cost increase based on bid quantities is estimated to be \$51,614.20. The actual cost increase will be paid by the installed measured quantities of liner installed at the completion of the project.**

2. Who is responsible? (Indicate if plan error, owner request, contractor request.)  
**Owner request.**
3. Will this impact the schedule? Will this result in a time extension?  
**No schedule impact.**
4. Other Notes?



**CITY OF SYLVANIA  
CHANGE ORDER NO. 1 - DETAILED CALCULATIONS  
LARGE DIAMETER SANITARY SEWER LINING PROJECT (PHASE 2)**

8/2/2022

Sheet 1 of 2

**1 RESIN INCREASE**

a. Determine Resin Quantity

	Resin Density <u>(lbs./foot)</u>	Bid Quantity <u>(ft)</u>	Resin Cost <u>(lbs.)</u>
36" @ 17mm Thickness:	36.4	4,045	147,238

b. Calculate Bid Resin Cost

	Bid Price <u>(\$/lbs.)</u>	Resin Quantity <u>(lbs.)</u>	Resin Cost <u>(\$)</u>
	\$1.1880	147,238	\$174,918.74

c. Calculate Purchased Resin Cost

	Purchase Price <u>(\$/lbs.)</u>	Resin Quantity <u>(lbs.)</u>	Resin Cost <u>(\$)</u>
	\$1.4120	147,238	\$207,900.06

d. Increased Resin Cost

Purchased: \$207,900.06  
 Bid: \$174,918.74  
 Difference: \$32,981.31

e. Unit Price Increase

	Resin Cost Increase <u>(\$)</u>	Bid Quantity <u>(ft)</u>	Resin Unit Cost Increase <u>(\$/foot)</u>
	\$32,981.31	4,045	\$8.15

**2 LINER TUBE INCREASE**

a. Calculate Bid Liner Tube Cost

	Bid Price <u>(\$/foot)</u>	Bid Quantity <u>(ft)</u>	Liner Tube Cost <u>(\$)</u>
	\$27.26	4,045	\$110,266.70

b. Calculate Purchased Liner Tube Cost

	Purchase Price <u>(\$/foot)</u>	Bid Quantity <u>(ft)</u>	Liner Tube Cost <u>(\$)</u>
	\$31.87	4,045	\$128,914.15

c. Increased Liner Tube Cost

Purchased: \$128,914.15  
 Bid: \$110,266.70  
 Difference: \$18,647.45

**CITY OF SYLVANIA  
CHANGE ORDER NO. 1 - DETAILED CALCULATIONS  
LARGE DIAMETER SANITARY SEWER LINING PROJECT (PHASE 2)**

8/2/2022

Sheet 2 of 2

2 LINER TUBE INCREASE (CONTINUED)

d. Unit Price Increase

Liner Tube Cost Increase <u>(\$)</u>	Bid Quantity <u>(ft)</u>	<b>Liner Tube Unit Cost Increase <u>(\$/foot)</u></b>
\$18,647.45	4,045	<b>\$4.61</b>

3 SUMMARY

Resin Unit Cost Increase <u>(\$/foot)</u>	Liner Tube Unit Cost Increase <u>(\$/foot)</u>	Total Unit Price Increase <u>(\$/foot)</u>
\$8.15	\$4.61	\$12.76

Ref. No. 12 Unit Price <u>(\$/foot)</u>	Total Unit Price Increase <u>(\$/foot)</u>	<b>Ref. No. 100 Unit Price <u>(\$/foot)</u></b>
\$207.00	\$12.76	<b>\$219.76</b>



**INVOICE**

3320112

**REMIT TO:** AOC L.L.C.  
15540 COLLECTIONS CENTER DRIVE  
CHICAGO, IL 60693  
UNITED STATES

**SHIPPED FROM:** AOC, L.L.C.  
2552 INDUSTRIAL DRIVE  
VALPARAISO, IN 46383-9510 US

**SOLD TO:** USA 5595  
GRANITE INLINER LLC  
4520 N STATE ROAD 37  
ORLEANS, IN 47452  
UNITED STATES

**SHIP TO:** USA 5595:2  
GRANITE INLINER LLC - OH/HILLIARD, OH  
4350 WEAVER COURT N.  
HILLIARD, OH 43036  
UNITED STATES

<b>INVOICE</b>	
<b>DATE:</b>	<b>NUMBER:</b>
10-JAN-22	10148172
<b>TERMS OF SALE</b>	
NET 60 DAYS	
* PAYABLE IN U.S. DOLLARS *	

Salesman	Customer PO	Sales Order Number	Federal Tax Id	Ship Via	Plant		Freight	Date Shipped
					Quantity	Quantity		
Product Name / Customer Item Number	Product Description		BOL No#	No. of Containers	LBS	KGS	Unit Price / UOM	Extended Price
WALKER, BRAD	MIKF E-MAIL 10-22	313429	62-1576207	HENIFF	AOC, LLC	AOC, LLC	PPD - PREPAID Shipping Point	10-JAN-22
L721-LTA-14	L721-LTA-14 Lot No.(5) V3481	02110	130-35156	001	44,940.00	20,384.65	1.1880 LB	\$53,388.72
							price of Bid	
<b>Sales Amount</b>								\$53,388.72
<b>Sales Tax</b>								\$0.00
<b>Total</b>								\$53,388.72

**REMIT TO ACH/WIRE INFORMATION:**  
BANK OF AMERICA  
100 33RD STREET WEST  
NEW YORK, NY 10001  
ABA: 026009593 - FOR WIRE TRANSFER  
ABA: 061000052 - FOR ACH  
SWIFT: BOFAUS33  
ACCOUNT NAME: AOC, LLC

7b

**ORDINANCE NO. 73 -2022**

**AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO APPROVE CHANGE ORDER NO. 1 TO THIS CITY'S AGREEMENT WITH GRANITE INLINER, LLC FOR THE LARGE DIAMETER SANITARY SEWER LINING PROJECT (PHASE 2) TO REFLECT THE COST INCREASE ASSOCIATED WITH THE UNIT PRICING FOR CURED-IN-PLACE PIPE LINING; INCREASING THE CONTRACT AMOUNT BY \$51,614.20; APPROPRIATING FUNDS THEREFORE; AND DECLARING AN EMERGENCY.**

WHEREAS, Ordinance No. 21-2022, passed February 22, 2022, accepted the bid of Granite Inliner and awarded the contract for the Maplewood Avenue Improvement Project to same, which bid was in the amount of \$1,097,358.30; and,

WHEREAS, the construction of the work associated with the project is underway and the contractor has requested a contract modification to reflect the cost increase associated with the unit pricing for cured-in-place pipe lining; and,

WHEREAS, the Director of Public Service, by report dated August 15, 2022, has recommended approval of Change Order No. 1 of Granite Inliner, LLC for said Large Diameter Sanitary Sewer Lining Project (Phase 2) to reflect the total anticipated cost increase for resin and fiberglass liner tube from \$207/foot to 219.76/foot, with the actual cost increase amounts being finalized when the installed and measured liner lengths are determined during construction; and,

WHEREAS, the total anticipated cost increase is estimated to result in a net increase to the contract in the amount of Fifty-One Thousand Six Hundred Fourteen and 20/100 Dollars (\$51,614.20), for a total contract amount of \$1,148,972.50.

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

SECTION 1. That said change order increasing the contract amount by the sum of Fifty-One Thousand Six Hundred Fourteen and 20/100 Dollars (\$51,614.20), authorized to be appropriated be, and the same hereby is, approved, and the Mayor and the Director of Finance be, and they hereby are, authorized to sign said change order on behalf of this City, thereby indicating such approval and changing the total contract amount.

SECTION 2. That, to provide funds for said change order for improvements, there is hereby appropriated from the **SEWER FUND** from funds therein not heretofore appropriated to **Account No. 702-7540-53501, Utility Improvements**, the sum of Fifty-One Thousand Six Hundred Fourteen and 20/100 Dollars (\$51,614.20).

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

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

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

Vote on passage as an emergency:                      Yeas \_\_\_\_\_      Nays \_\_\_\_\_

Passed, \_\_\_\_\_, 2022, as an emergency measure.

\_\_\_\_\_  
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

August 15, 2022

To: The Mayor and Members of Sylvania City Council

Re: **Harroun Park River Trail Stream Restoration (Phase 2)  
Design-Build Contract Approval**

Dear Mr. Mayor and Council Members:

At the June 6, 2022 meeting City Council authorized the Service Department to request Letters of Interest (LOI's) from qualified design-build teams to design and construct the Phase 2 improvements scheduled in Harroun Park for a portion of the Ottawa River.

During the solicitation we received LOI's from two (2) design-build teams. The Service Department reviewed, scored, and ranked the LOI's and selected Civil & Environmental Consultants, Inc. (CEC) as the most highly qualified team. CEC's design-build partner is HEPACO who will provide the necessary construction services and specializes in wetland and stream channel restoration work. This was the same team that successfully completed the Phase 1 improvements in 2021. Subsequently, the Service Department entered into scope of services and fee negotiations with the CEC team.

We have completed those negotiations and the CEC team has confirmed the project can be completed for \$702,000. This is the same amount proposed during the grant application process. As a reminder, the Service Department is the recipient of \$600,000 in Great Lakes Restoration Initiative (GLRI) grant funds. The remaining balance of \$102,000 will be locally funded.

The Service Department has coordinated the enclosed contract with the Ohio Environmental Protection Agency (OEPA) and both entities are ready to move forward with engineering design. This is an appropriated item in the 2022 budget, fund 401-7310-53541. We would recommend approval of the design-build contract in the amount of \$702,000 with CEC. Please call with any questions.

Sincerely,

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



August 4, 2022

Mr. Kevin Aller  
City of Sylvania  
Public Service Department  
6730 Monroe Street  
Sylvania, OH 43560

Dear Mr. Aller:

**Subject:** Design-Build Team for the City of Sylvania Harroun Park Stream Restoration (Phase 2): Professional Engineering and Construction Services Proposal  
CEC Project 317-759

Civil & Environmental Consultants, Inc. (CEC), along with our Design-Build partner, HEPACO, is pleased to present this proposal to the City of Sylvania (City) to provide professional engineering and construction services for the Harroun Park Stream Restoration Phase 2 project (the Project). Our proposal is based on the Request for Proposal (RFP), dated July 5, 2022. Our Design-Build team has reviewed the conceptual design presented in the Request for Qualifications (RFQ), issued June 13, 2022 and is presenting refined costs for project implementation.

## **1.0 PROJECT UNDERSTANDING**

CEC understands the City has received an Ohio EPA sub-grant for stream restoration at Harroun Park and desires to contract with a Design-Build team for the design and construction of stream channel stabilization and restoration improvements along an approximate 1,000 linear foot section of Tenmile Creek/Ottawa River. The Project Area, for the purposes of this scope, is defined by the northern channel banks along Tenmile Creek/Ottawa River, 30 feet south of the existing foot path that parallels the southern bank of the Ottawa River, for the 1,000 linear foot reach of the proposed restoration, and the supporting construction access and staging areas. The scope includes improvements to a small tributary, Ravine Ditch, at the confluence with Tenmile Creek/Ottawa River through a modified regenerative stormwater conveyance (RSC) design. CEC has provided a scope and cost below for the services needed to implement the Project. CEC understands that the design-build team will furnish the necessary drawings, plans, labor, equipment, construction oversight and public outreach services to complete the Project, and we have built our scope and costs around these tasks.

## **2.0 SCOPE OF SERVICES**

CEC will perform the following scope of services to implement the Project, as proposed in the City's grant application.

### **Task 1: Topographic and Geomorphic Survey**

CEC will establish an existing conditions data set through a combination of existing state available LiDAR of the surrounding landscape supplemented with traditional surveying of spot elevations that capture the stream channel morphology and infrastructure constraints within the proposed work area. CEC will use LiDAR data from the Ohio Geographically Referenced Information Program (OGRIP, 2-foot contours) extrapolated to one-foot topography to map adjacent features and landscape outside of the proposed restoration area. Within and adjacent to the work space, CEC will use traditional survey methods to establish onsite control, survey key infrastructure location and elevations, and in-channel geomorphic and morphology elevations within proposed grading areas and the conveying and receiving stream channel tie in areas. Spot shots will be collected throughout the project area to confirm LiDAR elevations.

The in-channel geomorphic and morphology survey will collect data for the existing stream channel, which will include survey of the longitudinal profile and channel cross-sections (e.g., top of bank, toe of bank, thalweg, bankfull elevations, water surface elevations) and sediment samples (pebble counts and bar and/or sub-pavement samples). Where possible, the CEC Team will identify stable riffles for cross-section surveys within the project boundary or in appropriate reference streams nearby with public access, where channel stability is provided by natural alluvium and riparian vegetation. If appropriately sized, stable reference streams are not available, it may be necessary to use published data and other diagnostics to guide the stream restoration design. These data will be used to evaluate the existing conditions, channel stability, and to design the restored channel.

The in-channel survey data and adjacent upland spot shots will supplement the LiDAR and upland topographic survey, described above. We assume that any difference between LiDAR elevations and field conditions are relative and would apply uniformly across the site where transitions between the data sources occur. Therefore, grading quantities should be consistent regardless of actual LiDAR elevation. CEC will prepare an existing conditions surface within AutoCAD for the restoration area, with topographic features at one-foot contour intervals and up to four benchmarks for construction purposes.



This scope does not include a property boundary or as-built survey. Should the City prefer a more detailed topographic survey, as-built survey, and/or property boundary survey, CEC can provide a separate scope and cost for this service.

Our Team assumes the following related to the topographic survey:

1. Utilities will be shown according to the American Society of Civil Engineers (ASCE) Standard Guidelines for Subsurface Utilities CI/ASCE 38-02, Quality Level C; surface observations combined with plans and markings provided by calling the Ohio Utility Protection Service (OUPS) to coordinate marking and plan requests with Facility Owners. Be aware that OUPS may not respond to a request for markings unless excavation activities are involved, and OUPS does not coordinate marking of private utility lines or services. For a more complete location of underground features, we can provide these services upon request, as an additional service.
2. The field work shall be based on one mobilization (to/from), additional mobilizations shall be performed upon request under an approved change order.
3. The City will review the survey and provide comments to be addressed at one time. Additional comments/requests shall be performed at the time of the request under an approved change order.
4. It is understood that the City hereby grants the CEC Team or represents and warrants that permission has been duly granted for a Right-of-Entry by our firm, agents, staff, consultants, and subcontractors for the purpose of obtaining field information pertinent to the subject project.
5. The surveying services outlined above presumes that brush and any crops on the area to be surveyed will be no higher than two feet and the project schedule will allow the field portion of this survey to be conducted at a time where any snow or ice cover on the project site area would not unduly obscure the ground surface, site improvements and/or utilities. If the area to be surveyed is adversely impacted by either of the conditions stated above, the client shall be notified immediately and a decision will be made as to whether the survey work will be initiated at a potentially higher cost and delayed schedule, or the start of fieldwork delayed until site conditions are remedied.

6. The above work does not include additional plats of survey and descriptions for easements, land transfers or other associated items that may be needed (such as but not limited to boundary surveys, zoning, annexations, lot splits, subdivision plats).
7. The City shall provide any additional as-built plans for the existing water, sanitary, gas lines, and other utilities that may be located within the Project, if available.
8. The CEC Team will establish horizontal and vertical control on the project site utilizing GPS observations. The horizontal datum will reference the Ohio State Plane Coordinate System, South Zone (NAD 83 r2011, U.S. Survey Feet). The vertical datum will reference the North American Vertical Datum of 1988 (NAVD88, Geoid 12B). The survey crew will set a minimum of three project benchmarks for local site reference.
9. The hard copy of the survey serves as the official authorized version of the survey. Any discrepancies discovered between the authorized version of the survey, and any electronic version, must be immediately brought to our attention.

## **Task 2: Wetland and Stream Delineation**

CEC will identify and delineate surface water resources within the proposed restoration Project Area, in accordance with the routine determination methodology described in the 1987 U.S. Army Corps of Engineers (USACE) Wetlands Delineation Manual (USACE Manual), supplemented by the following procedures and information: 2012 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region (USACE Supplement), North American Digital Flora: National Wetland Plant List, version 3.3 ([http://wetland\\_plants.usace.army.mil/](http://wetland_plants.usace.army.mil/)); the U.S. Department of Agriculture's (USDA) Hydric Soils of the United States; Field Indicators of Hydric Soils in the United States (V8.2, 2018); and USDA Natural Resource Conservation Service (NRCS) county hydric soils lists.

CEC will identify, classify, and delineate streams and other waters, such as ponds, seeps, springs, etc. within the Project Area, by the presence of an ordinary high water mark. An "ordinary high water mark" is defined at 33 CFR Part 328.3(e). Guidance for identifying the ordinary high water mark (OHWM) in streams and other water bodies is given in USACE Regulatory Guidance Letter No. 05-05. Streams will be classified as perennial, intermittent, and ephemeral as defined in the "2017 Nationwide Permits, Conditions, District Engineer's Decision, Further Information, and Definitions", published in the Federal Register on April 27, 2017. CEC is assuming that comprehensive and/or atypical situation wetland determination methodologies will not be required

to perform the delineation and, therefore, is not proposing to perform the delineation using these methodologies. We can amend this scope of services to perform more comprehensive wetland delineation methodologies, if the initial field work identifies the need to do so.

CEC will delineate the boundaries of each wetland using changes in topography, vegetation, soils, and hydrology, and will locate the wetland boundaries using a Trimble R1 hand held GNSS receiver. The GNSS data will be combined with available mapping from the County or from other sources.

CEC will photograph the stream channel and each wetland along with representative views of non-wetland plant communities. Copies of the wetland determination data forms, wetland delineation mapping, Ohio EPA assessment documentation, and photographs will be included as an appendix in the Nationwide Permit application and a verification of wetland boundaries will be requested in conjunction with the issuance of the Clean Water Act permit.

### **Task 3: Mussel Reconnaissance Survey**

Under the *Ohio Mussel Survey Protocol* (ODNR, 2022), this proposed stream restoration construction will necessitate a mussel reconnaissance survey (and full mussel survey if live or fresh dead mussels are found during the reconnaissance survey). Ten Mile Creek in Lucas County is listed as a Group 1 mussel stream and the Ottawa River is listed as a Group 3 mussel stream (large river) in the 2022 *Ohio Mussel Survey Protocol* (Ohio Protocol), indicating that threatened and endangered mussel species are not expected to inhabit this stream. The width of Ten Mile Creek/Ottawa River at the project site is approximately 25 to 45 feet based on Google Earth imagery. Suitable mussel habitat (boulder, cobble, and gravel/sand substrates) exists at the project site.

CEC will submit a Mussel Survey Work Plan to the Ohio Department of Natural Resources (ODNR) and upon approval, will conduct a mussel survey in accordance with the 2022 Ohio Mussel Survey Protocol. It is anticipated that the mussel survey will take up to two field days to complete. The survey will be performed during normal flow and good water clarity conditions. Qualitative surface surveys must have a minimum visibility of one-half meter. The Area of Direct Impact (ADI), which encompasses the stream area that will be disturbed due to stream restoration construction, will be approximately 1,000-linear feet. For the mussel survey, a downstream buffer will extend 400 feet downstream from the downstream limit of the ADI, and an upstream buffer will extend 200 feet upstream from the ADI in both Tenmile Creek and its tributary, North Tenmile Creek (400 feet total). Based on this scenario, CEC will search approximately 1,800 feet of stream length for mussels during the reconnaissance survey.

Beginning at the downstream end of the 400-foot buffer, CEC's mussel surveyors will proceed upstream searching the stream substrates, banks, and gravel bars for evidence of shells, shell fragments, and live mussels. Based on the shallow depths anticipated within this area, a glass-bottom bucket will be used to search for live and dead mussels within the stream. If no live or fresh dead mussels are found in the downstream buffer or the ADI, the mussel survey will continue to the upstream end of the 200-foot buffer upstream of the ADI. The survey area will be searched for a minimum of 90 minutes (time required for sites with drainage area >100 square miles) unless the presence of live or fresh dead mussels is confirmed in less time.

The finding of a live (or fresh dead mussel) at any point within the survey zone will immediately trigger the salvage and relocation of any mussels within the ADI and buffer areas. CEC will search for an acceptable relocation site located upstream from the project site based on the selection criteria identified in the Ohio Protocol. If it is determined that field efforts will transition to salvage and relocation, CEC assumes one additional field day for this effort under the current budget and scope. If the volume of mussels warrants additional field days to salvage and relocate, CEC will contact Sylvania for approval to proceed while mobilized and will invoice additional salvage and relocation efforts on a daily rate (estimated at ~\$4,000 each additional day), if necessary.

An Ohio Mussel Habitat Assessment Form (Ohio Protocol), which records information regarding site location, substrate, depth, stream development, visibility, and the presence/absence of shells will be completed for the site. Representative photos of the survey area and shell material, or live mussels will be assembled into a photo log to accompany the completed mussel habitat form to be sent to ODNR.

#### **Task 4: Endangered Species Coordination**

CEC will request a review of the Project Area by the US Fish and Wildlife Service (USFWS) to determine whether federally listed threatened or endangered species will be affected by the Project. Similarly, CEC will coordinate with ODNR to conduct an Environmental Review of the project. The results of these reviews will be included in the application for a Nationwide Permit #27 for Aquatic Habitat Restoration, Enhancement and Establishment (NWP 27). During the aforementioned surface water delineation, CEC will record general notes of site conditions and habitat for endangered species with ranges that encompass the Project Area, as noted by the USFWS. CEC assumes that site-specific species or habitat surveys, excluding the scope of mussel reconnaissance outlined in Task 3, will not be required. If such surveys are required, CEC will prepare a separate scope and cost to perform the species or habitat-specific surveys.

### **Task 5: Cultural Resources Literature Review**

CEC will conduct a background and literature review of the archaeological records, archaeological site forms, cemetery, and historical buildings data using the State Historic Preservation Office (SHPO) cultural resources geographic information system based online database for a 1.6 km (1 mi) study radius of the Project Area; historical topographic maps and aerial photographs also will be examined. A 106 Summary Form (106SF) will be completed and submitted to the SHPO along with the results of the background and literature review. The SHPO will review the submission and determine if an archaeological and/or architectural survey will be required. The SHPO has 30 days to review the 106SF and provide comments. CEC assumes no further cultural resources investigations will be needed for SHPO to approve the proposed restoration project. If further investigations are required, CEC will prepare a separate scope and cost to perform such investigations.

### **Task 6: Hydrologic and Hydraulic (H&H) Modeling**

CEC will develop a 2D conditional model (HEC-RAS) to compute the baseline hydraulic condition against which a proposed hydraulic conditions model can be compared for Tenmile Creek/Ottawa River. CEC will determine if the restoration design will have adverse impacts on the floodplain or floodway. CEC will implement iterative changes within the design criteria to reduce impacts based on the results of the modeling effort. Further, the conditional model will be used as a design discharge validation tool. CEC assumes the restoration design will create no changes of the base flood elevation within the designated floodplain and floodway and will seek project approval from the local floodplain administrator.

### **Task 7: Restoration Engineering and Design**

The geomorphic data collected from the in-channel survey will be entered into RIVERMorph to assess the existing stream type and stability, in accordance with the methodologies presented in "A Classification of Natural River Systems" (Rosgen, 1994). The bankfull channel depth, width, and cross-sectional area, as taken from the field survey or regional data, will be plotted as a function of drainage area to develop reference conditions to support the restoration design. Estimates of bankfull discharge will be determined using standard open channel flow equations and site specific or regional data. Additionally, the H & H modeling described in Task 6 will be used to supplement the design approach and validate the proposed conditions. The restoration plan will include alignments for access roads, disposal of waste materials, access and staging options, and the ability to reuse existing stone (gravel, cobble, and boulders) and woody material.

CEC will develop a 50% design/preliminary layout for the proposed stream restoration activities within Tenmile Creek/Ottawa River. Upon 50% design completion, CEC will meet with the City to review. Written feedback from the City will be provided to CEC within one week of review. CEC will revise the 50% design based on final comments provided by the City. It is understood that any substantive changes to the design or approach will be identified during the 50% review.

A 90% complete plan set will be developed for final City approval and will primarily consist of finalizing design items (i.e. final structure locations, stream geomorphic data, project sequencing, etc.), final grading, construction and technical details, planting plan, erosion control, and specifications and construction quantities. It will identify site access, permanent and temporary stockpile locations, construction sequencing, navigation routes, erosion control notes and details, and protective measures to limit disturbance to key site resources. The City will have one week to review and provide written feedback to CEC. It is assumed that any edits to the 90% plan set are minor.

Based on the City review and feedback of the 90% plan set, CEC will advance to the 100% complete plan set. The 100% complete design deliverable will include:

1. Existing conditions layout,
2. Final stream alignment, profile, cross sections, in-stream structure locations and grading,
3. Stream structure notes and details,
4. Any available regional or site-specific reference wetland and stream data used to inform the design,
5. Final construction notes and details, including sequencing,
6. Final construction access and erosion and sediment control measures,
7. Final invasive species management plan,
8. Final planting plan for proposed habitats,
9. Final soil management strategy,
10. Final grading and estimated material quantities,
11. Post construction maintenance and monitoring strategy,
12. Anticipated schedule to construction completion, and
13. Final budget and cost estimate.

One hard copy set of half-size (11"x17") plan sheets and a digital copy in PDF on a CD-ROM will be submitted for the final design.

### **Task 8: Permitting**

Prior to construction activities, CEC will prepare and submit the necessary documents for application of a USACE NWP 27. This application will be provided to the City for review prior to submittal. The USFWS and ODNR responses and the cultural resource literature review will be included in the permit application. CEC assumes that this project will meet the terms and conditions of the NWP 27 and no individual water quality certification or waiver from the Ohio EPA would be required. CEC assumes a three-month review period for the NWP 27 after submission.

CEC will coordinate and seek project approval from the local floodplain administrator, based upon the results of the H&H model of Tenmile Creek/Ottawa River.

CEC will assist the City in an application for a general construction stormwater permit from the Ohio Environmental Protection Agency (Ohio EPA). CEC will prepare a Stormwater Pollution Prevention Plan (SWPPP) for the construction phase. The plan will include pre-developed and post-developed stormwater sediment storage calculations, a copy of the approved National Pollutant Discharge Elimination System (NPDES) General Permit, copies of contractor acknowledgement forms, copies of weekly site erosion control inspection sheets and site erosion control design narrative. This plan must be kept on-site and be available to the Ohio EPA and Lucas County at all times during construction activities. CEC assumes the City will submit the Notice of Intent (NOI) and pay the submission fee, approximated at less than \$500.

CEC understands that no construction activities will begin until all permits have been granted.

### **Task 9: Design-Build Construction Services**

CEC, with its Design-Build partner, HEPACO, will provide construction and construction quality assurance (CQA) based upon a ten-week construction timeline, assuming appropriate weather and stream flow conditions. The CEC project manager, engineer and HEPACO will conduct a pre-construction kickoff meeting with the City at the site to review key design activities and logistical constraints. Additional site meetings will be held at 50% construction completion and a 100% construction completion prior to demobilization.

The scope of construction is based on the attached conceptual design plan. CEC understands construction is limited to a finite funding amount (\$553,260) and design/Project Area components may be adjusted from the current conceptual design to accommodate site conditions (i.e., the presence of bedrock), inflation and/or materials costs/availability. As proposed in the grant

application, construction will include mobilization and site preparation activities; installation of up to six rock vanes, six constructed riffles, and one modified RSC system; bank stabilization along ~1,000 linear feet; and replanting of 0.4 acres of riparian corridor. CEC assumes that one mobilization and demobilization will be required to accomplish the work and that in-stream work will be accomplished during low flow conditions.

**Task 10: Public Outreach and Grant Support Services**

CEC understands the City will promote the project through public outreach activities as detailed in the Ohio EPA sub-grant application. CEC will assist the City with the development of a project fact sheet, press release and website content, and informational signage for the site. CEC has included costs for two signs (24”x18”) and assumes installation will be handled by the City. CEC will also assist the City in facilitating a tour of the restoration. CEC will provide information to the City for quarterly, semi-annual and final grant reporting.

**3.0 ESTIMATED FEE**

Based on our current understanding of the project, and the assumptions contained within this proposal, CEC proposes to provide the scope of services described for the following estimated fees:

Task	Description	# Units*	Cost/Unit**	Fee
1	Topographic and Geomorphic Survey	224 hours	\$120	\$26,880
2	Wetland and Stream Delineation	64 hours	\$120	\$7,680
3	Mussel Reconnaissance Survey	162 hours	\$120	\$19,440
4	Endangered Species Coordination	12 hours	\$120	\$1,440
5	Cultural Resources Literature Review	12 hours	\$120	\$1,440
6	Hydrologic and Hydraulic Modeling	95 hours	\$150	\$14,250
7	Restoration Engineering and Design	375 hours	\$150	\$56,250
8	Permitting	113 hours	\$120	\$13,560
9	Construction Services <sup>a</sup>			
	Mobilization and Site Prep	1 lump sum	\$19,950	\$19,950
	Rock Vane Installation	6 each	\$18,900	\$113,400
	Riffle Installation	6 each	\$9,450	\$56,700
	Bank Stabilization (toewood, soil)	1,000 lf	\$234.15	\$234,150
	Modified RSC Installation	1 lump sum	\$31,500	\$31,500



	Planting	2,835 each	\$5.70	\$16,160
	Construction Quality Assurance	400 hours	\$136	\$54,400
	Estimated Bond (3%)	1 lump sum	\$27,000	\$27,000
10	Public Outreach and Grant Reporting	65	\$120	\$7,800
<b>TOTAL</b>				<b>\$702,000</b>

\* Units are estimated and may vary upon unforeseen circumstances, including, but not limited to weather delays, site conditions, and agency requests.

\*\* Average personnel rate; may vary according to assigned staff

<sup>a</sup> Construction estimates are based upon conceptual plan and may change based upon existing conditions constraints, materials availability and inflation.

If project conditions are different than those assumed herein, or additional services appear necessary during the execution of services such that our estimated fee is expected to be exceeded, you will be contacted to discuss these conditions and anticipated changes to our fee estimate.

#### 4.0 SCHEDULE

The preliminary project schedule is based upon a modification of the timeline presented in the City's grant application. CEC is prepared for an August 1, 2022 project start date.

Proposed Activity	Estimated Start Date	Estimated Completion Date
Project Kickoff Meeting	August 15, 2022	-
Site Characterization and Survey*	August 15, 2022	September 30, 2022
Engineering and Design	September 1, 2022	January 31, 2023
Permitting**	December 1, 2022	February 28, 2023
Construction Phase	March 1, 2023	May 31, 2024
Public Outreach and Publicity	August 15, 2022	May 31, 2024

\*Some characterization activities, such as mussel surveys and delineations are to be conducted within specific time periods, per agency requirements.

\*\* Permitting is estimated to be completed within three months; however, USACE review could extend beyond that timeframe.

## 5.0 TERMS AND CONDITIONS

The proposed work will be performed in accordance with the enclosed Terms and Conditions. Any changes to our Terms and Conditions must be agreed to in writing by both parties prior to authorization to proceed. Your oral or written authorization to proceed will form a binding contract and indicates your acceptance of our Terms and Conditions.

## 6.0 CLOSING

CEC appreciates the opportunity to provide you with this scope of services to assist you with this project. Please contact Deanna Bobak at 419-724-5281 or Bradley Petru at 614-310-0174 if you have any questions.

Sincerely,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.



Deanna M. Bobak  
Project Manager



Bradley J. Petru, PWS, ISA-CA  
Senior Project Manager

8b

**ORDINANCE NO. 74 -2022**

**AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ACCEPT THE PROPOSAL OF CIVIL & ENVIRONMENTAL CONSULTANTS, INC. FOR THE DESIGN-BUILD SERVICES FOR THE HARROUN PARK RIVER TRAIL STREAM RESTORATION PROJECT (PHASE 2); APPROPRIATING FUNDS THEREFORE IN THE AMOUNT OF \$702,000; AND DECLARING AN EMERGENCY.**

WHEREAS, in May, 2021, the Harroun Park River Trail Stream Restoration Project (Phase 1) was complete; and,

WHEREAS, Resolution No. 9-2021, passed August 16, 2021, authorized the Mayor and Director of Finance to prepare and submit an application to the Ohio Environmental Protection Agency for a Great Lakes Restoration Initiative Subgrant for the Harroun Park River Trail Stream Restoration Project (Phase 2) to restore 1,000 feet of streambank and install six (6) J-Hook structures placed at 200-foot intervals as well as constructing six (6) riffles and 700 feet of toewood for streambank reinforcement; and,

WHEREAS, the City's grant application was successful and the Department of Public Service is now prepared to begin engineering design work for the Harroun Park River Trail Stream Restoration Project (Phase 2); and,

WHEREAS, at the June 6, 2022 meeting of Sylvania City Council, the Director of Public Service was authorized to request Letters of Interest from qualified design-build firms to design and construct the Phase 2 improvements; and,

WHEREAS, the Director of Public Service, by report dated August 15, 2022, reported that he received responses from two (2) design firms for the requested design-build services and

after reviewing, scoring and ranking, the Service Department selected Civil & Environmental Consultants, Inc. to complete the engineering design of the project; and,

WHEREAS, the Director of Public Service, by report dated August 15, 2022, has recommended acceptance of the proposal of Civil & Environmental Consultants, Inc. to provide design-build services for the Harroun Park River Trail Stream Restoration Project (Phase 2) in the amount of \$702,000, with \$600,000 being funded with the Great Lakes Restoration Initiative grant funds, resulting in a net cost to the City of \$102,000.

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 Civil & Environmental Consultants on behalf of this City, thereby indicating such approval and acceptance of the proposal for the Design-Build Services for the Harroun Park River Trail Stream Restoration Project (Phase 2).

SECTION 2. That to provide funds for said services hereby authorized, there is hereby allocated from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore allocated to **Account No. 401-7310-53541, Harroun Park Improvements**, the amount of Seven Hundred Two Thousand Dollars (\$702,000.00).

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

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

SECTION 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that proposal for said design-build work can proceed 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

August 15, 2022

To: The Mayor and Members of Sylvania City Council

Re: **Subsidy Stipulation Agreement – Public Utilities Commission of Ohio (PUCO)  
LUC-Monroe & Silica Improvements (PID 107489)**

Dear Mr. Mayor and Council Members:

At the July 18, 2022 City Council meeting the Service Department was authorized to enter into a Construction Agreement with Norfolk Southern Railway for the construction of the new widened roadway crossing at Monroe Street including new warning devices. The total anticipated cost of the railway crossing improvements was estimated to be \$642,423.

The Service Department met with the Rail Division of the Public Utilities Commission of Ohio (PUCO) to see if any of the scheduled improvements would be eligible for funding assistance. The PUCO has reviewed our project and has agreed to partially fund these improvements as a part of their State Grade Crossing Protection Fund established by Ohio Revised Code Section 4907.472. Under this program, local communities can be expected to pay for 25% to 65% of the cost of the project.

The enclosed Subsidy Stipulation Agreement outlines the responsibilities of the City, Norfolk Southern, and the PUCO including financial obligations. As outlined in the Agreement, the PUCO's contribution towards the cost of the improvements is \$360,000 (approximately 56%). The City is responsible for any costs exceeding this amount (approximately \$282,423, or, 44%). The City is required to pay Norfolk Southern directly for all construction costs and will request reimbursement from the PUCO after the improvements are completed.

As a result, we would request approval of the Subsidy Stipulation Agreement with the Public Utilities Commission of Ohio. Please call with any questions.

Sincerely,

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



# Public Utilities Commission

Mike DeWine, Governor  
Jenifer French, Chair

## Commissioners

M. Beth Trombold  
Lawrence K. Friedeman  
Dennis P. Deters  
Daniel R. Conway

July 28, 2022

Joseph E. Shaw  
Deputy Director  
City of Sylvania  
6730 Monroe St.  
Sylvania, OH 43560

Re: Crossing Upgrade Monroe Street (DOT#508-870J)  
Norfolk Southern Railway Company

Dear Mr. Shaw:

Enclosed is the Agreement for the above-mentioned project. Please execute with a signature by an authorized representative on behalf of the City of Sylvania.

The funding for this project as outlined in the contract will be:

Railroad: Maintenance

LHA: Any Costs Exceeding \$360,000

PUCO: \$360,000

I do request that you have this document executed promptly and returned to the following:

Thomas Persinger  
Rail Division  
Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus, Ohio 43215-3793

or

[thomas.persinger@puco.ohio.gov](mailto:thomas.persinger@puco.ohio.gov)

Thank you for your attention to this matter, if you need any additional information, I can be contacted at 614-387-1392.

Sincerely,

Thomas Persinger  
Rail Project Specialist  
Transportation Department

Enclosure

180 East Broad Street  
Columbus, Ohio 43215-3793

(614) 466-3016  
[www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)

**BEFORE THE  
PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of a Request for the Upgrade :  
of Active Warning Devices at The Norfolk : Case No. 22-\_\_\_\_\_-RR-STP  
Southern Railway Company Grade :  
Crossing, DOT#508-870J, at Monroe St. in :  
Lucas County Ohio.

**SUBSIDY STIPULATION**

THIS SUBSIDY STIPULATION (“Subsidy Stipulation”) is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and among the Public Utilities Commission of Ohio Railroad Staff (“PUCO staff”), Norfolk Southern Railway Company (“Railroad”), and the City of Sylvania, Ohio (“LHA”).

WITNESSETH:

WHEREAS, Rule 4901-1-30 of the Ohio Administrative Code provides that any two or more parties to a proceeding may enter into a written or oral stipulation concerning the issues presented in such proceeding; and

WHEREAS, The Public Utilities Commission of Ohio (“PUCO”) has statutory authority to regulate and promote the welfare and safety of railroad employees and the traveling public pursuant to Ohio Revised Code (“ORC”) §4905.04; and

WHEREAS, the PUCO is responsible for evaluating public highway railroad grade crossings to determine the need for upgrading the warning devices and apportioning the costs thereof pursuant to ORC§ 4907.471; and

WHEREAS, the PUCO is responsible for the administration and implementation of the State Grade Crossing Protection Fund pursuant created under ORC§ 4907.472 to help defray the public's share of costs to install or modernize warning devices at Ohio's highway railroad grade crossings; and

WHEREAS, the parties hereto propose to facilitate the upgrade identified in this Subsidy Stipulation in manner approved by the PUCO in accordance with the Federal Aid Policy Guide and applicable provisions of Title 23 of the United States Code pursuant to the terms hereof; and

WHEREAS, the parties hereto believe this Subsidy Stipulation to be reasonable and entitled to careful consideration by the PUCO; and



WHEREAS, the parties hereby declare it to be in the public interest that they jointly and fully participate in this Subsidy Stipulation to facilitate the upgrade in accordance with plans, specifications, and estimates to be approved by the PUCO Staff.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

**Article I. PURPOSE**

The Subsidy Stipulation is a joint collaboration by the Railroad, the LHA, and the PUCO Staff to promote the health and safety of the traveling public who are required to travel through this public highway-railroad grade crossing in the Lucas County, Ohio.

**Article II. PROJECT**

A. The project work to be completed shall include the following upgrade (“Project”):

<b><u>Grade Crossing #</u></b>	<b><u>Location</u></b>	<b><u>Nature of Upgrade</u></b>
508-870J	Monroe St. Lucas County	Lights and Gates

B. The Project shall be completed within 12 months from the date of the PUCO order adopting this Subsidy Stipulation. The parties agree to comply with the terms of the Subsidy Stipulation and the PUCO order adopting the Subsidy Stipulation.

**Article III. ALLOCATION OF PROJECT COSTS**

A. The costs of the Project shall be apportioned as between the PUCO, the Railroad and the LHA, as follows:

<b><u>Grade Crossing</u></b>	<b><u>Railroad</u></b>	<b><u>LHA</u></b>	<b><u>PUCO</u></b>
Monroe St. (508-870J)	Maintenance	Any Costs exceeding \$360,000	\$360,000

B. The LHA shall be responsible for initially paying the Railroad for all of the actual costs to upgrades of the warning devices identified above. However, the PUCO shall be legally bound to reimburse the LHA for the above-mentioned amounts upon proper application by the LHA, consistent with the terms of this Subsidy Stipulation and in accordance with all applicable state regulations.

C. The LHA shall, within 30 days of the adoption of this Subsidy Stipulation, certify in writing to the PUCO the authority to participate in this Project as described herein. The PUCO shall have no obligation to expend funds hereunder until the LHA have submitted documentation in proper form as described in this section.

- D. The PUCO has agreed to provide funds from the State Grade Crossing Protection Fund, pursuant to ORC§ 4907.472, to cover that portion of the upgrade cost to be borne by the PUCO proposed above. The actual respective dollar amount, which the LHA and the PUCO shall bear, will be based upon the actual cost noted in the plans and estimates to be approved by the PUCO Staff and incurred by the LHA for this Project.
  
- E. All plans, specifications, estimate of cost, acceptance of work, and procedures in general, to facilitate the construction of the safety upgrade described above, shall conform in all respects to federal laws, rules, regulations, orders, and approvals applicable to state aid projects. The Railroad shall render billings to the LHA in accordance with said rules and regulations, and shall provide and furnish such itemized records of and substantiating data for such cost that may be required.
  
- F. The LHA shall furnish advance warning signs and pavement markings as specified in the Manual on Uniform Traffic Control Devices and shall assume all costs to maintain such signage and markings in the future at each of the subject grade crossings. The LHA shall arrange for the relocation, rearrangement or alteration of all utilities of any nature, which are located on public right of way, and which will affect by or interfere with the construction of the said Project. Said relocation, rearrangement or alteration will be done at such time as requested by the PUCO Staff and will be performed solely at the expense of the utility and at no cost to this Project or the Railroad.

#### **Article IV. BILLING**

- A. The LHA may bill the PUCO monthly or periodically for its costs when costs exceed \$1,000.00. The LHA shall submit three (3) copies of its bill and in accordance with said rules and regulations as they have been issued or as thereafter may be supplemented or revised. A final bill covering the actual costs and showing all details shall be submitted to the PUCO Staff, within ninety (90) days after completion of each project, the PUCO shall pay all bills within sixty (60) days after receipt thereof, except that the PUCO may hold a retainer on all bills not to exceed eight percent (8%) until final payment. The PUCO Staff shall make final payment for all amounts due the LHA within sixty (60) days after a final audit has been performed and approved by the PUCO Staff. The LHA agrees to cooperate and assist, as requested, in any such audit. At any time during normal business hours upon three (3) days written notice and as often as the PUCO Staff may deem necessary and in such a manner as not to interfere with the normal business operations, the LHA shall make available to the PUCO Staff for examination, and to appropriate state agencies or officials, all of its records with respect to matters covered by this Subsidy Stipulation including, but not limited to, records of personnel and conditions of employment and shall permit the PUCO Staff to audit, examine and make excerpts or transcripts from such records. In the event of a controversy as to the eligibility for reimbursement of any charges claimed against the Project, as set in this Subsidy Stipulation, all parties agree to work in good faith with the other parties to resolve the controversy. After attempting to resolve any dispute regarding this Subsidy Stipulation, if the parties are still unable to resolve their dispute, any party shall have the right to seek enforcement of the terms of the Subsidy Stipulation by the PUCO. The decision of the PUCO regarding this dispute is final.
- B. No Project activity reimbursable under this Subsidy Stipulation, including, without limitation, preliminary engineering, shall be commenced until all of the following have occurred: (1) this Subsidy Stipulation shall have been approved and the Railroad directed to submit plans and estimates by the PUCO; (2) all financial obligations of the PUCO, as provided for in this Stipulation are subject to the provisions of ORC§ 126.07 of the Ohio Revised Code and shall not be valid and enforceable unless funds are appropriated by the Ohio General Assembly and encumbered by the PUCO Staff, and, (3) the Railroad has been notified by the PUCO Staff to proceed with construction of the Project work. Work on the improvements shall commence within 30 days of the occurrence of events (1), (2), and (3) described herein. Said work shall be pursued diligently by the Railroad until completed.

## **Article V. NOTIFICATION**

All notices, consents, demands, requests and other communications which may or are required hereunder by the Railroad shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

RAILROAD: Norfolk Southern Railway Company  
Kurt Young  
Administrator, Grade Crossing Program  
650 W Peachtree Street NW  
Box 41  
Atlanta, GA 30308  
(478) 973-3698  
[kurt.young@nscorp.com](mailto:kurt.young@nscorp.com)

Norfolk Southern Railway Company  
E. W. Chambers  
Senior Engineer Public Improvements  
650 West Peachtree Street, NW  
Box 45  
Atlanta, GA 30308  
470-463-6307  
[Eldridge.Chambers@nscorp.com](mailto:Eldridge.Chambers@nscorp.com)

PUCO: Public Utilities Commission of Ohio  
Tom Persinger  
Rail Project Specialist  
Transportation Department, Rail Division  
180 East Broad Street  
Columbus, Ohio 43215-3793  
(614) 466-0435  
[Thomas.persinger@puco.ohio.gov](mailto:Thomas.persinger@puco.ohio.gov)

CITY: City of Sylvania  
Joseph E. Shaw  
Deputy Director  
6730 Monroe St.  
Sylvania, OH 43560  
419-885-8967  
[jshaw@cityofsylvania.com](mailto:jshaw@cityofsylvania.com)

## **Article VI. TERMINATION**

This Subsidy Stipulation shall terminate at the end of the present biennium, June 30, 2023. If construction covered under this Subsidy Stipulation is not completed by that date, it is the expressed intention of the parties to renew this Subsidy Stipulation on each successive biennium period until such time as all work contemplated under this Subsidy Stipulation has been satisfactorily completed. If it appears to the PUCO that the Railroad, or the LHA have failed to perform satisfactorily any requirements of this Subsidy Stipulation, or if the Railroad, or the LHA are in violation of any provision of this Subsidy Stipulation, or upon just cause, the PUCO may:

- A. Terminate the Subsidy Stipulation after providing the Railroad or the LHA with written notice, in accordance with the notice provisions of this Subsidy Stipulation, of its failure to perform satisfactorily any requirement of this Subsidy Stipulation (the "Notice"), which shall provide the Railroad, or the LHA with a thirty (30) day period to cure any and all defaults under this Subsidy Stipulation; or
- B. Immediately terminate the Subsidy Stipulation. During the thirty (30) day cure period, the PUCO, the Railroad, or the LHA shall incur only those obligations or expenditures that are necessary to enable the Railroad or the LHA to achieve compliance as, set forth in the Notice. If it is determined that the Railroad or the LHA cannot cure its default, the Railroad shall immediately cease work under this Subsidy Stipulation, take all necessary or appropriate steps to limit disbursements and minimize cost, and the Railroad shall provide a report, as of the date of receipt of the Notice, setting forth the status of the work completed, the cost of the work completed and such other information as the PUCO shall deem pertinent.

## **Article VII. REPRESENTATIONS AND WARRANTIES**

- A. RAILROAD: The Railroad represents and warrants the following:
  - (1) The Railroad has the power and authority to enter into this Subsidy Stipulation; and
  - (2) The Railroad has the authority to carry out its obligations under this Subsidy Stipulation; and
  - (3) No personnel of the Railroad, any subcontractor of the Railroad, public official, employee or member of the governing body of the particular locality where this Subsidy Stipulation shall be completed, who exercises any functions or responsibilities in connection with the review or approval of the work completed under this Subsidy Stipulation, shall prior to the

completion of said work, voluntarily or involuntarily acquire any personal monetary interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his functions or responsibilities with respect to the completion of the work contemplated under this Subsidy Stipulation. Any person, who, prior to or after the execution of this Subsidy Stipulation, acquires any personal monetary interest, involuntarily or voluntarily, shall immediately disclose his interest to the PUCO in writing. Thereafter, such person shall not participate in any action affecting the work contemplated under this Subsidy Stipulation unless the PUCO determines that, in light of the personal monetary interest disclosed his participation in any such action would not be contrary to the public interest.

- B. PUCO: PUCO represents and warrants that they have the power and authority to enter into this Subsidy Stipulation and to carry out their obligations pursuant to the terms of this Subsidy Stipulation.
- C. LHA represents and warrants that it is authorized to enter into this Stipulation and to carry out its obligations as delineated herein.

#### **Article VIII. RECORD KEEPING**

During performance of this Subsidy Stipulation and for a period of three years after its completion, the Railroad and the LHA shall maintain auditable records of all work performed under and charges pertaining to this Stipulation and shall make such records available to the PUCO as the PUCO may reasonably require.

#### **Article IX. RIGHTS TO DATA**

The PUCO shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data or materials prepared by the Railroad and the LHA pursuant to this Stipulation.

#### **Article X. FALSIFICATION OF INFORMATION**

The LHA affirmatively covenants that it has not made any false statements to the PUCO in the process of obtaining this grant of funds. If the LHA has/have knowingly made a false statement, the LHA shall be required to return all funds immediately pursuant to ORC§ 9.66(C) (2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC§ 9.66(C) (1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC§2921.13(D)(1), which is punishable by a fine of not more than One Thousand Dollars (\$1,000) and/or a term of imprisonment of not more than six (6) months.

## **Article XI. EQUAL EMPLOYMENT OPPORTUNITY**

In performing this Subsidy Stipulation, the Railroad shall not discriminate against any employee, applicant for employment, or other person because of race, color, religion, gender, national origin (ancestry), military status (past, present or future), disability, age (40 years of age or older), genetic information, or sexual orientation. The Railroad will ensure that applicants are hired and that employees are treated during employment without regard to their race, color, religion, gender, national origin (ancestry), military status (past, present or future), disability, age (40 years of age or older), genetic information, or sexual orientation. The Railroad shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all such subcontracts.

## **Article XII. DRUG FREE WORKPLACE**

For any work under this Subsidy Stipulation that is performed on government property, the Railroad shall enforce its policy that its employees, while engaged in such work, shall not purchase, transfer, and use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

## **Article XIII. HOLD HARMLESS PROVISION**

The Railroad covenants and agrees to indemnify and hold the LHA, the PUCO and their agents and employees harmless from and against any loss, claim, cause of action, damages, liability (including, without limitation, strict or absolute liability in tort or by statute imposed), charge, cost or expense (including, without limitation, counsel fees to the extent permitted by law), predicated on personal injury or death, or loss of or damage to property, and arising from any work performed pursuant to this Subsidy Stipulation and caused by the Railroad's negligent, intentional, willful or wanton actions or inactions, or such actions or omissions by any subcontractors that may be hired by the Railroad under this Subsidy Stipulation. In case any action involving any work covered by this Subsidy Stipulation is brought by or against any party or parties, said party or parties shall promptly notify the other party or parties of such action. No party shall be liable to any other party for any indirect, special, punitive, incidental or consequential damages.

**Article XIV. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS**

The signatory parties agree to comply with all federal, state and local laws, rules, regulations, and auditing standards, which are applicable to their performance under this Stipulation.

**Article XV. BUY OHIO/BUY AMERICAN PROVISIONS; OFFSHORE OUTSOURCING PROVISION:**

The Railroad shall use its best efforts to purchase goods from other companies doing business in the State of Ohio, for the purpose of performing work under this Subsidy Stipulation. Further, in the performance of the work contemplated under this Subsidy Stipulation, the Railroad and all contractors, subcontractors, material men, or suppliers, shall use only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States, and only such manufactured articles, materials, and supplies as have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured, as the case may be, in the United States. The Railroad affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Subsidy Stipulation. Notwithstanding any other terms of this Subsidy Stipulation, the PUCO reserves the right to recover any funds paid for services the Railroad performs outside the United States for which it did not receive a waiver from the Director of the Ohio Department of Administrative Services.

**Article XVI. ENTIRETY OF AGREEMENT**

This Subsidy Stipulation and its exhibits and any documents referred to herein constitute the entire agreement of the parties and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof. This Subsidy Stipulation shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties. A waiver by any party of any breach or default by the other party shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

**Article XVII. CAMPAIGN CONTRIBUTIONS**

The Railroad hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of ORC§ 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of ORC§ 3517.13.



## **Article XVIII. AMENDMENTS OR MODIFICATIONS**

Neither this Subsidy Stipulation, nor any rights, duties, nor obligations hereunder, may be assigned or transferred, in whole or in part, by any signatory party, without the written consent of the PUCO.

## **Article XIX. DEBARMENT**

The Railroad/LHA 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 ORC§'s 153.02 or 125.25. If this representation and warranty is found to be false, this Subsidy Stipulation is void *ab initio* and the Railroad/LHA shall immediately repay to the PUCO any funds paid under this Subsidy Stipulation.

## **Article XX. HEADINGS**

Section headings contained in this Subsidy Stipulation are inserted for convenience only and shall not be deemed a part of this Subsidy Stipulation.

## **Article XXI. GOVERNING LAW**

This Subsidy Stipulation shall be governed by the laws of the state of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.

## **Article XXII. PARTIAL INVALIDITY**

A judicial or administrative finding, order, or decision that any part of this Subsidy Stipulation is illegal or invalid shall not invalidate the remainder of the Subsidy Stipulation.

**Article XXIII. DUPLICATE COUNTERPARTS**

This Subsidy Stipulation may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which taken together shall be deemed to constitute a single agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Subsidy Stipulation to be executed as of the date and year set forth below.

**On behalf of the Norfolk Southern  
Railway Company:**

By: \_\_\_\_\_

\_\_\_\_\_

[Print Name]

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**On behalf of the Public Utilities  
Commission of Ohio :**

By: \_\_\_\_\_

\_\_\_\_\_

John D. Williams

Title: Director of Transportation

Date: \_\_\_\_\_

**On behalf of the City of Sylvania, Ohio:**

By: \_\_\_\_\_

\_\_\_\_\_

[Print Name]

Title: \_\_\_\_\_

Date: \_\_\_\_\_

9b

**ORDINANCE NO. 75 -2022**

**AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE OF THE CITY OF SYLVANIA, OHIO, TO ENTER INTO A SUBSIDY STIPULATION AGREEMENT WITH THE PUBLIC UTILITIES COMMISSION OF OHIO (“PUCO”); AND DECLARING AN EMERGENCY.**

WHEREAS, Ordinance No. 66-2022, passed July 18, 2022, authorized the Mayor and Director of Finance to enter into a Construction Agreement with Norfolk Southern Railway Company relative to the Monroe & Silica Improvement Project and appropriated funds therefore in the amount of \$642,423; and,

WHEREAS, the Public Utilities Commission of Ohio (“PUCO”) has statutory authority to regulate and promote the welfare and safety of railroad employees and the traveling public pursuant to Ohio Revised Code Section 4905.04; and,

WHEREAS, the Director of Public Service, by report dated August 15, 2022, stated that the PUCO reviewed the Monroe & Silica Improvement Project and the proposed improvements to the railroad crossing associated with the project and has agreed to contribute \$360,000 from the State Grade Crossing Protection Fund established by Ohio Revised Code Section 4907.472 toward the cost of the project; and,

WHEREAS, the Director of Public Service has recommended that the Subsidy Stipulation Agreement attached hereto as “Exhibit A” to provide for the PUCO’s contribution toward the cost of the project in the amount of \$360,000, with the City’s portion of the project costs being approximately \$282,423, be approved.

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, a Subsidy Stipulation Agreement with the Public Utilities Commission of Ohio relative to the Monroe & Silica Improvement Project, a copy of which 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 City should indicate approve the Subsidy Stipulation Agreement at the earliest possible time to provide for the PUCO's contribution to the railroad crossing improvement included as part of the Monroe & Silica Improvement Project. 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

109



DEPARTMENT OF PUBLIC SERVICE  
KEVIN G. ALLER, PE DIRECTOR

August 15, 2022

To: The Mayor and Members of Sylvania City Council

Re: **Right-of-Way Acquisition (33-T)**  
**LUC-Monroe & Silica (PID 107489) & LUC-Silica Drive Bridge Replacement (PID 111563)**

Dear Mr. Mayor and Council Members:

The construction plans for both the roadway widening and intersection improvements project (PID 107489) and bridge replacement project (PID 111563) have reached the Stage 3 level of plan development. The final right-of-way plans have been submitted and the City was authorized to begin the right-of-way acquisition phase of the project on February 18, 2022. As a reminder, construction is scheduled to begin in March 2023.

In order to accommodate the roadway improvements, the Service Department needs to obtain a temporary construction easement from Sigma Realty Company (Ownership 33 in the Right-of-Way Plan on file with the Service Department). The easement allows the City the right to enter and complete the necessary scope of work over a 24-month period including driveway work.

The City has reached an agreement with the owner in consideration of \$2,800. Procurement of this easement was a known project expense and was included in the 2022 capital improvement budget. Funds are available and allocated from account number 401-7610-53503.

We would request the approval this temporary construction easement agreement with Sigma Realty Company in the amount of \$2,800. Please call with any questions.

Sincerely,

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

### **TEMPORARY EASEMENT**

Sigma Realty Company, an Ohio Corporation, the Grantor(s), in consideration of the sum of \$2,800.00, to be paid by City of Sylvania, the Grantee do grant to Grantee the temporary easement(s) to exclusively occupy and use for the purposes mentioned in Exhibit A the following described real estate:

PARCEL(S): 033-T  
LUC-Monroe St. & Silica Bridge

SEE EXHIBIT A ATTACHED

Lucas County Current Tax Parcel No. 82-10217; 82-10221; 82-10224  
Prior Instrument Reference: 20201209-0056128, Lucas County Recorder's Office.


To have and to hold the temporary easement(s), for the aforesaid purposes and for the anticipated period of time described below, unto the Grantee, its successors and assigns.

The duration of the temporary easement(s) granted to the Grantee is 24 months immediately following the date on which the work described above is first commenced by the Grantee, or its duly authorized employees, agents, and contractors.

The temporary easement(s) interest granted is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

IN WITNESS WHEREOF Sigma Realty Company, An Ohio Corporation, has caused its name to be subscribed by Nick Redfield, its duly authorized Managing Member, and its duly authorized agent on the \_\_\_\_ day of July, 2022.

SIGMA REALTY COMPANY, AN OHIO CORPORATION,

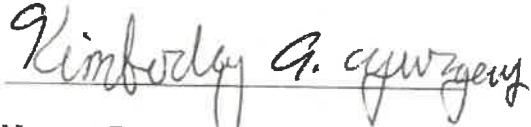
  
By: ~~Error! Reference source not found.~~ *N. Redfield*  
Title: ~~Error! Reference source not found.~~ *Managing Member*

STATE OF Michigan, COUNTY OF Saginaw ss:

BE IT REMEMBERED, that on the 22 day of July, 2022, before me the subscriber, a Notary Public in and for said state and county, personally came the above named ~~Error! Reference source not found.~~ *N. Redfield Managing Member*, who acknowledged being the Managing Member and duly authorized agent of Sigma Realty Company, An Ohio Corporation, and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity. No oath or affirmation was administered to ~~Error! Reference source not found.~~ *N. Redfield Managing Member* with regard to the notarial act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

KIMBERLEY ANN YURGENS  
NOTARY PUBLIC - STATE OF MICHIGAN  
SAGINAW COUNTY  
MY COMMISSION EXPIRES OCT. 7, 2022  
ACTING IN THE COUNTY OF Saginaw

  
NOTARY PUBLIC  
My Commission expires: 10-7-2022

This document was prepared by: the City of Sylvania Law Director in the name of and use for the City of Sylvania.

**EXHIBIT A**

LPA RX 887 T

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Ver. Date 07/13/22

PID 107489

**PARCEL 33-T  
LUC-MONROE ST  
TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY TO  
CONSTRUCT A DRIVE  
FOR 24 MONTHS FROM DATE OF ENTRY BY THE  
CITY OF SYLVANIA, LUCAS COUNTY, OHIO**

[Surveyor's description of the premises follows]

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Situated in the State of Ohio, City of Sylvania, being part of the Northwest Quarter of Section 10, Town 9 South, Range 6 East, and Part of Lot 16 of Block 32 of the original plat of Sylvania, a subdivision of record in Plat Volume B-2, Page 103, out of a parcel of land conveyed to the Sigma Realty Company by deed of record in Instrument Number 20201209-0056128, and being on the left side of the centerline of right of way of Monroe Street as shown on a centerline survey plat made in September 2021, for the City of Sylvania titled "LUC-MONROE ST (PART 1 – PID 107489 & LUC-SILICA BRIDGE (PART 2 – PID 111563))" and bounded and described as follows:

***Beginning*** at the intersection of the Northerly existing right of way line of Monroe Street with the Westerly existing right of way line of Richard Becker Place, being the Southwest corner of said Lot 16 (Station 543+24.25, 37.13 feet left Monroe Street);

1. Thence North 00 Degrees 59 Minutes 15 Seconds West a distance of 9.88 feet with said Westerly existing right of way line to a point (Station 543+24.33, 47.00 feet left Monroe Street);
2. Thence North 88 Degrees 31 Minutes 41 Seconds East a distance of 10.67 feet, parallel with and 47.00 feet Northerly of the centerline of right of way of Monroe Street, to a point (Station 543+35.00, 47.00 feet left Monroe Street);
3. Thence South 01 Degrees 28 Minutes 19 Seconds East a distance of 5.00 feet, perpendicular to said centerline of right of way, to a point (Station 543+35.00, 42.00 feet left Monroe Street);
4. Thence North 88 Degrees 31 Minutes 41 Seconds East a distance of 107.29 feet, parallel with and 42.00 feet Northerly of the centerline of right of way of Monroe Street, to a



**EXHIBIT A**

LPA RX 887 T

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point on the Westerly existing right of way line of Main Street (Station 544+42.29, 42.00 feet left Monroe Street);

5. Thence South 00 Degrees 59 Minutes 15 Seconds East a distance of 4.88 feet with said Westerly existing right of way line, to the intersection of said Westerly existing right of way line with the Northerly existing right of way line of Monroe Street and Southerly line of said Lot 16 (Station 544+42.25, 37.13 feet left Monroe Street);
6. Thence South 88 Degrees 31 Minutes 41 Seconds West a distance of 118.00 feet with said Northerly existing right of way line and Southerly line of said Lot 16, to the *Point of Beginning*.


The above described parcel contains 0.014 acres of land, more or less, of which the present road occupies 0.000 acres leaving a net take of 0.014 acres, more or less, contained within Lucas County Auditor's Permanent Parcel Number 82-10217.

The bearings in this description are for project use only and are based on the Ohio State Plane Coordinate System, North Zone, NAD 83 (2011). Said coordinates originated from GPS observations of selected stations in the Ohio Department of Transportation Virtual Reference Station Network. The portion of the centerline of Monroe Street having a bearing of North 88 Degrees 31 Minutes 41 Seconds East is designated the Basis of Bearing for this description.

All references to records are to the Lucas County Recorder's Office located in the City of Toledo, Ohio.

Points referred to as set are 3/4 inch diameter x 30 inch long re-bars with a 1 inch diameter aluminum cap marked "DGL PS #8029".

The above description is based on a land survey performed in July of 2019, by DGL Consulting Engineers and was prepared by Ronald J. Lumbrezer, Ohio Professional Surveyor #8029.

  
Ronald J. Lumbrezer, P.S. #8029  
DGL Consulting Engineers, LLC  
3455 Briarfield Blvd - Suite E  
Maumee, Ohio 43537  
33-T

7/14/22  
Date:



**ORDINANCE NO. 76 -2022**

**ACCEPTING A TEMPORARY CONSTRUCTION EASEMENT FROM SIGMA REALTY COMPANY FOR THE MONROE & SILICA IMPROVEMENT PROJECT AND SILICA DRIVE BRIDGE REPLACEMENT PROJECT; DEDICATING THE TEMPORARY EASEMENT FOR PUBLIC PURPOSES; APPROPRIATING FUNDS THEREFORE IN THE AMOUNT OF \$2,800; AND DECLARING AN EMERGENCY.**

WHEREAS, plans for the Monroe & Silica Improvement Project and Silica Drive Replacement Project in the City of Sylvania, Ohio have been completed; and,

WHEREAS, the projects include roadway widening and intersection improvements and the bridge replacement and in order to accomplish these improvements, the City needs to acquire a temporary easement from Sigma Realty Company; and,

WHEREAS, Sigma Realty Company is entitled to receive payment of just compensation representing the fair market value of the temporary easement after an appraisal of those rights and they have executed and delivered a grant of temporary easement to this City for which they will be paid the sum of Two Thousand Eight Hundred Dollars (\$2,800.00), a copy of which grant of temporary easement is attached hereto as "Exhibit A"; and,

WHEREAS, said grant of temporary easement is presented to this Council for acceptance and for appropriation of funds and authorization of payment thereof to the Grantor.

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

SECTION 1. That the temporary easement as to executed and tendered as described on "Exhibit A" be, and the same hereby is, accepted from Sigma Realty Company, the grantor therein.

SECTION 2. That the temporary easement area identified and described in said temporary easement as set forth on "Exhibit A" be, and the same hereby is, dedicated for the respective public purposes expresses in said temporary easement.

SECTION 3. That the Director of Law is hereby directed to deliver the recorded temporary easement document to the Director of Finance for retention by him as custodian of the records of this City.

SECTION 4. That, to provide funds for payment to the Grantor of said temporary easement hereby accepted, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND**, from funds therein not heretofore appropriated, to **Account No. 401-7610-53503, Street Improvements**, the sum of Two Thousand Eight Hundred Dollars (\$2,800.00).

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 improvements should proceed as soon as possible and accordingly the acquisition of the necessary temporary easement should proceed forthwith 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



DEPARTMENT OF PUBLIC SERVICE  
KEVIN G. ALLER, PE DIRECTOR

August 15, 2022

To: The Mayor and Members of Sylvania City Council

Re: **Right-of-Way Acquisition (52-WD1, 52-WD2 & 52-T)**  
**LUC-Monroe & Silica (PID 107489) & LUC-Silica Drive Bridge Replacement (PID 111563)**

Dear Mr. Mayor and Council Members:

The construction plans for both the roadway widening and intersection improvements project (PID 107489) and bridge replacement project (PID 111563) have reached the Stage 3 level of plan development. The final right-of-way plans have been submitted and the City was authorized to begin the right-of-way acquisition phase of the project on February 18, 2022. As a reminder, construction is scheduled to begin in March 2023.

In order to accommodate the roadway improvements, the Service Department needs to acquire both permanent right-of-way and a temporary construction easement from Anchor Church of the Christian and Missionary Alliance (Ownership 52 in the Right-of-Way Plan on file with the Service Department). The permanent right-of-way takes are along the east side of Silica Drive. The temporary construction easement allows the City the right to enter and complete the necessary scope of work beyond the right-of-way over a 24-month period including driveway and grading work.

The City has reached an agreement with the owner in consideration of \$418. Procurement of the permanent right-of-way and temporary construction easement were known project expenses and were included in the 2022 capital improvement budget. Funds are available and allocated from account number 401-7610-53503. We would request approval of the enclosed permanent right-of-way and temporary construction easement contract for sale with Anchor Church of the Christian and Missionary Alliance in the amount of \$418. Please call with any questions.

Sincerely,

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

**CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY  
WITHOUT BUILDING(S)**

PARCEL(S): 052-WD1, WD2, T  
LUC-Monroe St. & Silica Bridge

This Agreement is by and between the City of Sylvania ["Purchaser"] and Anchor Church of the Christian and Missionary Alliance, an Ohio 501c3 non profit corporation ["Seller"]; "Seller" includes all of the foregoing named persons or entities]. Purchaser and Seller are referred to collectively in this Agreement as "Parties."

In consideration of the mutual promises, agreements and covenants herein contained the Parties contract as follows:

**1. Price and Consideration**

Purchaser shall pay to Seller the sum of \$418.00, which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed, including all fixtures; (b) any and all damages to any residual lands of Seller; (c) Seller's covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property; and (e) N/A.

Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest, and for all other real estate taxes and assessments that are a lien as of the date on which this Agreement closes. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is earlier in time. Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the real property, whether or not any such special assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property as of the date of transfer of title. Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the foregoing items to be paid by Seller; any balance remaining after such taxes, assessments, etc., are discharged shall be paid to Seller and any deficiency shall be the responsibility of Seller.

**2. Estate Sold and Deed to Transfer**

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the property which is more particularly described in Exhibit A attached hereto and by this reference incorporated herein, together with

all improvements now located thereon and all fixtures of every nature now attached to or used with said land and improvements including, but not limited to, driveways, signs, utility fixtures, shrubbery and trees.

If the rights, titles and estates described in Exhibit A constitute the fee simple in, to and of the real property, then such sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower. In the event the rights, titles, and estates described in Exhibit A constitute something less than the fee simple of the real property, then such sale and conveyance by Seller shall be by a good and sufficient deed or other instrument regularly and ordinarily used to transfer such lesser rights, titles and estates with, if applicable, full release of dower.

**3. Limited Access Parcels - Waiver of Abutters' Rights**

If the property described in Exhibit A is designated by Purchaser as a limited access parcel, then Seller further agrees to release to Purchaser, its successors and assigns, any and all abutters' rights, including access rights, appurtenant to any remaining lands of Seller (from which the property described in Exhibit A is being severed) in, over, on, from and to the property described in Exhibit A.

**4. Supplemental Instruments**

Seller agrees to execute any and all supplemental instruments or documents necessary to vest Purchaser with the rights, titles and interests described in Exhibit A.

**5. Warranty of Title**

Seller shall, and hereby does, warrant that the property described in Exhibit A is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules and regulations; and (d) any and all taxes and assessments not yet due and payable.

**6. Elimination of Others' Interests**

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles and interests in the property described in Exhibit A, such as, but not limited to, those belonging to tenants, lessees, mortgagees or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.

Seller and Purchaser agree that if a mortgagee of Seller or of a predecessor in title fails to cooperate with the efforts to obtain a release of that mortgagee's mortgage lien secured by the property described in Exhibit A, then and in that event this Agreement shall become null and void and the parties to this Agreement shall be discharged and released from any and all obligations created by this Agreement; for the purposes of this provision, the term "fails to cooperate" shall include a demand or request by any such mortgagee for a fee to process such a release of that mortgagee's mortgage lien that Purchaser, in its sole discretion, deems to be excessive.

**7. No Change in Character of Property**

Seller shall not change the existing character of the land or alter, remove, destroy or change any improvement located on the property described in Exhibit A. If, prior to the date on which possession of the subject property is surrendered to Purchaser, the subject property suffers any damage, change, alteration or destruction then, and without regard to the cause thereof, Seller shall restore the subject property to the condition it was in at the time Seller executed this Agreement; in the alternative, Seller may agree to accept the abovementioned purchase price less the costs associated with such restoration. If the Seller refuses to either restore the premises or accept the decreased consideration as aforementioned, then Purchaser, at its option after discovery or notification of such damage, change, alteration or destruction, may terminate and cancel this Agreement upon written notice to Seller.

**8. Offer to Sell**

If Seller executes this Agreement prior to Purchaser, then this Agreement shall constitute and be an Offer to Sell by Seller that shall remain open for acceptance by Purchaser for a period of 20 days immediately subsequent to the date on which Seller delivers such executed Agreement to Purchaser. Upon Purchaser's acceptance and execution of this Agreement within said period of 20 days, this Agreement shall constitute and be a valid Contract for Sale and Purchase of Real Property that is binding upon the Parties.

**9. Designation of Escrow Agent**

Seller agrees that Purchaser may designate an escrow agent to act on behalf of the Parties in connection with the consummation and closing of this Agreement.

**10. Closing Date**

The consummation and closing of this Agreement shall occur at such time and place as the Parties may agree, but no later than 10 days after Purchaser notifies Seller in writing that

Purchaser is ready to consummate and close this Agreement. Provided, however, in no event shall such consummation and closing occur more than 120 days after the last date on which one of the Parties executes this Agreement.

**11. Physical Possession of Structures Occupied by Seller**

Seller shall surrender physical possession of the land and improvements to Purchaser not later than the date on which Purchaser tenders the purchase price to Seller.

**12. Control of Property Occupied by Seller's Tenant(s)**

Control of property occupied by Seller's tenant(s) shall be assumed by Purchaser on the date Purchaser tenders the purchase price to Seller. From that date forward, Purchaser shall be entitled to collect and retain as its own funds any and all rental payments thereafter made by such tenant(s). If any rents due under the lease(s) with Seller have been prepaid by Seller's tenant(s), then said prepaid rents shall be prorated to the date on which the purchase price is tendered by Purchaser, and said prepaid rents shall be paid to Seller and Purchaser in accordance with such proration.

**13. Binding Agreement**

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

**14. Multiple Originals**

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

**15. Entire Agreement**

This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon Seller or Purchaser.

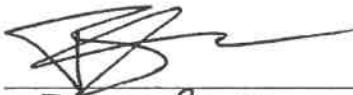
**16. Amendments and Modifications**

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Seller and Purchaser.



IN WITNESS WHEREOF, the parties hereto, namely the City of Sylvania and Anchor Church of the Christian and Missionary Alliance, an Ohio 501c3 non profit corporation have executed this Agreement on the date(s) indicated immediately below their respective signatures.

ANCHOR CHURCH OF THE CHRISTIAN AND  
MISSIONARY ALLIANCE, AN OHIO 501C3 NON  
PROFIT CORPORATION

By:   
TITLE: Brent Blake  
Pastor / President

Date: 8/2/22

City of Sylvania

\_\_\_\_\_  
Craig A. Stough  
Mayor

Date: \_\_\_\_\_

**EXHIBIT A**

LPA RX 887 T

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Ver. Date 02/10/22

PID 111563

**PARCEL 52-T  
LUC-SILICA BRIDGE REPLACEMENT  
TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY TO  
TO PERFORM GRADING & PARKING LOT REPAIRS  
FOR 24 MONTHS FROM DATE OF ENTRY BY THE  
CITY OF SYLVANIA, LUCAS COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, City of Sylvania, being part of the Northeast Quarter of Section 9, Town 9 South, Range 6 East, out of a parcel of land conveyed to Anchor Church of the Christian and Missionary Alliance by deed of record in Instrument Number 20210414-0018988, and being on the right side of the centerline of right of way of Silica Drive as shown on a centerline survey plat made in September 2021, for the City of Sylvania titled "LUC-MONROE ST (PART 1 – PID 107489 & LUC-SILICA BRIDGE (PART 2 – PID 111563))" and bounded and described as follows:

***Beginning*** at the intersection of the Easterly existing right of way line of Silica Drive with the line common to said Anchor Church parcel and a parcel of land conveyed to Sylvania Exempted School District Public Library by deed of record in Deed Volume 1328, Page 121 , acquired as Parcel 52-WD1 by right of way plans made for the State of Ohio Department of Transportation titled "LUC-MONROE ST, PID 107489" (Station 6+49.21, 33.60 feet right Silica Drive), reference a ½ inch iron pipe with "Lewandowski" plug found (Station 6+49.21, 33.58 feet right Silica Drive);

1. Thence Southeasterly with the line common to said Anchor Church and Library parcels, being a curve to the left an arc distance of 21.00 to a point, said curve having a central angle of 00 Degrees 43 Minutes 03 Seconds, a radius of 1677.10 feet, a chord distance of 21.00 feet and a chord that bears South 64 Degrees 55 Minutes 20 Seconds East (Station 6+44.35, 54.00 feet right Silica Drive);
2. Thence South 21 Degrees 22 Minutes 40 Seconds West a distance of 82.69 feet, to a point on the Easterly existing right of way line of Silica Drive (Station 5+65.00, 41.75 feet right Silica Drive);
3. Thence North 07 Degrees 22 Minutes 36 Seconds East a distance of 86.62 feet with said Easterly existing right of way, to the ***Point of Beginning***.

**EXHIBIT A**

Page 2 of 2

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The above described parcel contains 0.020 acres of land, more or less, of which the present road occupies 0.000 acres leaving a net take of 0.020 acres, more or less, contained within Lucas County Auditor's Permanent Parcel Number 82-01949.


The bearings in this description are for project use only and are based on the Ohio State Plane Coordinate System, North Zone, NAD 83 (2011). Said coordinates originated from GPS observations of selected stations in the Ohio Department of Transportation Virtual Reference Station Network. The portion of the centerline of Silica Drive having a bearing of North 07 Degrees 22 Minutes 36 Seconds East is designated the Basis of Bearing for this description.

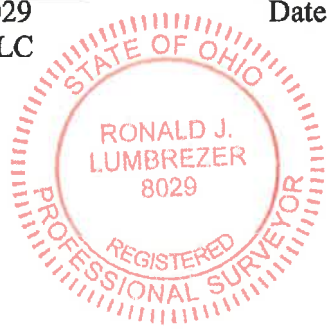
All references to records are to the Lucas County Recorder's Office located in the City of Toledo, Ohio.

Points referred to as set are 3/4 inch diameter x 30 inch long re-bars with a 1 inch diameter aluminum cap marked "DGL PS #8029".

The above description is based on a land survey performed in July of 2019, by DGL Consulting Engineers and was prepared by Ronald J. Lumbrezer, Ohio Professional Surveyor #8029.

  
Ronald J. Lumbrezer, P.S. #8029  
DGL Consulting Engineers, LLC  
3455 Briarfield Blvd - Suite E  
Maumee, Ohio 43537  
52-T

  
Date:



**EXHIBIT A**

LPA RX 851 WD

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Rev. 06/09

Ver. Date 02/10/22

PID 107489

**PARCEL 52-WD1  
LUC-MONROE STREET  
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE  
IN THE FOLLOWING DESCRIBED PROPERTY  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS  
IN THE NAME AND FOR THE USE OF THE  
CITY OF SYLVANIA, LUCAS COUNTY, OHIO**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in the State of Ohio, City of Sylvania, being part of the Northeast Quarter of Section 9, Town 9 South, Range 6 East, out of a parcel of land conveyed to Anchor Church of the Christian and Missionary Alliance by deed of record in Instrument Number 20210414-0018988, and being on the right side of the centerline of right of way of Silica Drive as shown on a centerline survey plat made in September 2021, for the City of Sylvania titled "LUC-MONROE ST (PART 1 – PID 107489 & LUC-SILICA BRIDGE (PART 2 – PID 111563))" and bounded and described as follows:

***Commencing*** at a MAG nail shank found marking the intersection of the centerline of right of way of Monroe Street with the centerline of right of way of Silica Drive (Station 7+93.15 Silica Drive and 532+68.42 Monroe Street);

Thence South 07 Degrees 22 Minutes 36 Seconds West a distance of 136.02 feet with the centerline of right of way of Silica Drive and Westerly line of a parcel of land conveyed to Sylvania Exempted Village School District Public Library by deed of record in Deed Volume 1328, Page 121, passing a point of tangency at 39.49 feet, to the corner common to said Anchor Church and Library parcels, said point being the ***True Point of Beginning*** (Station 6+57.26, 3.01 feet right Silica Drive);

1. Thence Southeasterly with the line common to said Anchor Church and Library parcels, being a curve to the left an arc distance of 31.65, to a point on the Easterly existing right of way line of Silica Drive, said curve having a central angle of 01 Degrees 04 Minutes 53 Seconds, a radius of 1677.10 feet, a chord distance of 31.65 feet and a chord that bears

## EXHIBIT A

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South 64 Degrees 01 Minutes 22 Seconds East (Station 6+49.21, 33.60 feet right Silica Drive), reference a ½ inch iron pipe with a “Lewandowski” plug found (Station 6+49.21, 33.58 feet right Silica Drive);

2. Thence South 07 Degrees 22 Minutes 36 Seconds West a distance of 154.23 feet with said Easterly existing right of way line to a point (Station 5+00.00, 51.31 feet right Silica Drive);
3. Thence North 73 Degrees 18 Minutes 06 Seconds West a distance of 30.40 feet radial to the centerline of right of way of Silica Drive, to a point on the line common to said Anchor Church parcel and a parcel of land conveyed to The Board of Education of the Sylvania Exempted Village School District by deed of record in Deed Volume 1710, Page 178 (Station 5+00.00, 20.91 feet right Silica Drive);
4. Thence North 07 Degrees 22 Minutes 36 Seconds East a distance of 159.40 feet with the line common to said Anchor Church and Board of Education, to the *True Point of Beginning*.

The above described parcel contains 0.108 acres of land, more or less, of which the present road occupies 0.108 acres leaving a net take of 0.000 acres, more or less, contained within Lucas County Auditor’s Permanent Parcel Number 82-01949.

The bearings in this description are for project use only and are based on the Ohio State Plane Coordinate System, North Zone, NAD 83 (2011). Said coordinates originated from GPS observations of selected stations in the Ohio Department of Transportation Virtual Reference Station Network. The portion of the centerline of Silica Drive having a bearing of North 07 Degrees 22 Minutes 36 Seconds East is designated the Basis of Bearing for this description.

All references to records are to the Lucas County Recorder’s Office located in the City of Toledo, Ohio.

Points referred to as set are ¾ inch diameter x 30 inch long re-bars with a 1 inch diameter aluminum cap marked “DGL PS #8029”.


**EXHIBIT A**

LPA RX 851 WD

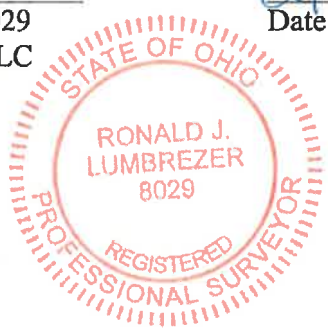
Page 3 of 3

Rev. 06/09

The above description is based on a land survey performed in July of 2019, by DGL Consulting Engineers and was prepared by Ronald J. Lumbrezer, Ohio Professional Surveyor #8029.

  
\_\_\_\_\_  
Ronald J. Lumbrezer, P.S. #8029  
DGL Consulting Engineers, LLC  
3455 Briarfield Blvd - Suite E  
Maumee, Ohio 43537  
52-WD1

  
Date:



**EXHIBIT A**

LPA RX 851 WD

Page 1 of 3

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Ver. Date 02/10/22

PID 111563

**PARCEL 52-WD2  
LUC-SILICA BRIDGE REPLACEMENT  
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE  
IN THE FOLLOWING DESCRIBED PROPERTY  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS  
IN THE NAME AND FOR THE USE OF THE  
CITY OF SYLVANIA, LUCAS COUNTY, OHIO**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

---

[Surveyor's description of the premises follows]

---

Situated in the State of Ohio, City of Sylvania, being part of the Northeast Quarter of Section 9, Town 9 South, Range 6 East, out of a parcel of land conveyed to Anchor Church of the Christian and Missionary Alliance by deed of record in Instrument Number 20210414-0018988, and being on the right side of the centerline of right of way of Silica Drive as shown on a centerline survey plat made in September 2021, for the City of Sylvania titled "LUC-MONROE ST (PART 1 – PID 107489 & LUC-SILICA BRIDGE (PART 2 – PID 111563))" and bounded and described as follows:

**Commencing** at a MAG nail shank found marking the intersection of the centerline of right of way of Monroe Street with the centerline of right of way of Silica Drive (Station 7+93.15 Silica Drive and Station 532+68.42 Monroe Street);

Thence South 07 Degrees 22 Minutes 36 Seconds West a distance of 295.42 feet with the centerline of right of way of Silica Drive and the line common to the Sylvania Exempted Village School District Public Library conveyed by deed of record in Deed Volume 1328, Page 121 and said Anchor Church parcel, passing a point of tangency at 39.49 feet, to a point, said point being the **True Point of Beginning** (Station 5+00.00, 20.91 feet right Silica Drive);

1. Thence South 73 Degrees 18 Minutes 06 Seconds East a distance of 30.40 feet radial to the centerline of right of way of Silica Drive, to a point on the Easterly existing right of way line of Silica Drive (Station 5+00.00, 51.31 feet right Silica Drive);

Thence with said Easterly existing right of way line, the following two courses:

## EXHIBIT A

Page 2 of 3

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2. South 07 Degrees 22 Minutes 36 Seconds West a distance of 46.52 feet to 1/2 inch iron pipe with a "Lewandowski" plug found (Station 4+55.77, 59.50 feet right Silica Drive);
3. South 24 Degrees 31 Minutes 35 Seconds West a distance of 85.71 feet, to a point on the line common to said Anchor Church parcel and a parcel of land conveyed to the Provincialate of the Franciscan Sisters of the Imaculate Conception of Sylvania, Ohio by deed of record in Deed Volume 470, Page 597, (Station 3+71.64, 51.67 feet right Silica Drive);
4. Thence North 67 Degrees 22 Minutes 46 Seconds West a distance of 30.02 feet with said common line, to the common corner thereof, being on the Easterly line of a parcel of land conveyed to The Board of Education of the Sylvania Exempted Village School District by deed of record in Deed Volume 1710, Page 178 (Station 3+73.26, 21.70 feet right Silica Drive);

Thence with the line common to said Anchor Church and Board of Education parcels, the following two courses:

5. North 24 Degrees 31 Minutes 35 Seconds East a distance of 82.18 feet to a point (Station 4+54.54, 29.18 feet right Silica Drive);
6. North 07 Degrees 22 Minutes 36 Seconds East a distance of 46.93 feet to the *True Point of Beginning*.

The above described parcel contains 0.090 acres of land, more or less, of which the present road occupies 0.090 acres leaving a net take of 0.000 acres, more or less, contained within Lucas County Auditor's Permanent Parcel Number 82-01949.

The bearings in this description are for project use only and are based on the Ohio State Plane Coordinate System, North Zone, NAD 83 (2011). Said coordinates originated from GPS observations of selected stations in the Ohio Department of Transportation Virtual Reference Station Network. The portion of the centerline of Silica Drive having a bearing of North 07 Degrees 22 Minutes 36 Seconds East is designated the Basis of Bearing for this description.

All references to records are to the Lucas County Recorder's Office located in the City of Toledo, Ohio.

Points referred to as set are 3/4 inch diameter x 30 inch long re-bars with a 1 inch diameter aluminum cap marked "DGL PS #8029".




**EXHIBIT A**

LPA RX 851 WD

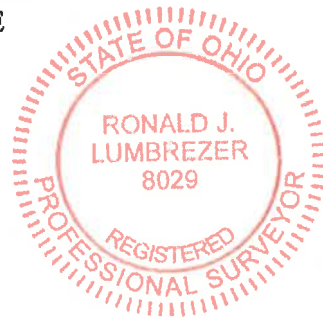
Page 3 of 3

Rev. 06/09

The above description is based on a land survey performed in July of 2019, by DGL Consulting Engineers and was prepared by Ronald J. Lumbrezer, Ohio Professional Surveyor #8029.

  
\_\_\_\_\_  
Ronald J. Lumbrezer, P.S. #8029  
DGL Consulting Engineers, LLC  
3455 Briarfield Blvd - Suite E  
Maumee, Ohio 43537  
52-WD2

  
Date:



10b1.

**ORDINANCE NO. 77 -2022**

**ACCEPTING A TEMPORARY CONSTRUCTION EASEMENT FROM AND AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO A PURCHASE AGREEMENT WITH ANCHOR CHURCH OF THE CHRISTIAN AND MISSIONARY ALLIANCE FOR THE MONROE & SILICA IMPROVEMENT PROJECT AND SILICA DRIVE BRIDGE REPLACEMENT PROJECT; DEDICATING THE SAME FOR PUBLIC PURPOSES; APPROPRIATING FUNDS THEREFORE IN THE AMOUNT OF \$418.00; AND DECLARING AN EMERGENCY.**

WHEREAS, plans for the Monroe & Silica Improvement Project and Silica Drive Replacement Project in the City of Sylvania, Ohio have been completed; and,

WHEREAS, the projects include roadway widening and intersection improvements and the bridge replacement and in order to accomplish these improvements, the City needs to acquire additional property from Anchor Church of the Christian and Missionary Alliance; and,

WHEREAS, Anchor Church of the Christian and Missionary Alliance is entitled to receive payment of just compensation representing the fair market value of the property after an appraisal of those rights and they have executed and delivered a Purchase Agreement to this City for which they will be paid the sum of Four Hundred Eighteen Dollars (\$418.00), a copy of which Purchase Agreement is attached hereto as "Exhibit A"; and,

WHEREAS, said Purchase Agreement is presented to this Council for acceptance and for appropriation of funds and authorization of payment thereof to the Grantor.

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

SECTION 1. That the Mayor and Director of Finance be, and they hereby are, authorized to enter into a Purchase Agreement as so executed and tendered as described on "Exhibit A" with Anchor Church of the Christian and Missionary Alliance, the grantor therein.

SECTION 2. That the additional real property to be acquired identified and described in said Purchase Agreement as set forth on "Exhibit A" be, and the same hereby is, dedicated for the respective public purposes expressed in said Purchase Agreement.

SECTION 3. That the Director of Law is hereby directed to deliver the recorded deed to the Director of Finance for retention by him as custodian of the records of this City.

**SECTION 4.** That, to provide funds for payment to the Grantor of said Purchase Agreement hereby accepted, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND**, from funds therein not heretofore appropriated, to **Account No. 401-7610-53503 Street Improvements**, the sum of Four Hundred Eighteen Dollars (\$418.00).

**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 improvement of should proceed as soon as possible and accordingly the acquisition of the necessary right-of-way should proceed forthwith and therefore this Ordinance should be effective immediately. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote on passage as an emergency:                      Yeas \_\_\_\_\_ Nays \_\_\_\_\_

Passed, \_\_\_\_\_, 2022, as an emergency measure.

\_\_\_\_\_  
President of Council

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Director of Law

APPROVED:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

11

**ORDINANCE NO. 78 -2022**

**ACCEPTING THE PROPOSAL OF THE EDGE GROUP, INC. TO PROVIDE PROFESSIONAL LANDSCAPE ARCHITECTURAL SERVICES RELATIVE TO THE DOWNTOWN TRANSPORTATION IMPROVEMENTS PROJECT; APPROPRIATING FUNDS THEREFORE IN THE AMOUNT OF \$28,500; AND DECLARING AN EMERGENCY.**

WHEREAS, Ordinance No. 46-2022, passed May 2, 2022, accepted the proposal of DGL Consulting Engineers, LLC to provide professional preliminary engineering services for the Downtown Transportation Improvements Project; and,

WHEREAS, The Edge Group, Inc. (“Edge”) has submitted a proposal to provide professional landscape architectural services for downtown Sylvania visioning that will include a larger geographic, specifically Main Street from Erie to Ten Mile Creek as well as Monroe Street from Silica Drive to US23; and,

WHEREAS, the visioning work proposed will focus on improvements to aesthetic enhancements to further develop and reinforce a consistent branding and character for Downtown Sylvania, reinforce/re-imagine existing parks and greenspaces as well as other civic and cultural sites to better utilize existing spaces for programming, place-making and opportunities to connect residents/pedestrians to the Downtown, and study pedestrian connections and experiences to reinforce a walkability community at a proposed cost of \$28,500.

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 The Edge Group, Inc., dated August 4, 2022, in the amount of Twenty-Eight Thousand Five Hundred Dollars (\$28,500.00) for providing professional landscape architectural and visioning services for the Downtown Transportation Improvement 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 services hereby authorized, there is hereby

appropriated from the **AMERICAN RESCUE PLAN ACT FUND** from funds therein not heretofore appropriated to **Account No. 402-7610-53613, Downtown Transportation Improvements**, the amount of Twenty-Eight Thousand Five Hundred Dollars (\$28,500.00).

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

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

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

12

**ORDINANCE NO. 79 -2022**

**AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO A FIRST AMENDMENT TO TRAIL EASEMENT AND MAINTENANCE AGREEMENT WITH THE TOLEDO-LUCAS COUNTY PORT AUTHORITY AND SOMO MF PARTNERS, LLC; AND DECLARING AN EMERGENCY.**

WHEREAS, the Toledo-Lucas County Port Authority (“Port”), SOMO MF Partners, LLC (“SOMO”) and the City entered into a Trail Easement and Maintenance Agreement at the time of the closing on the sale of the property; and,

WHEREAS, in finalizing the submittals to the State of Ohio for reimbursement of state capital improvement funding, the Ohio Department of Natural Resources requested that the grant of easement language be modified as set forth on the attached “Exhibit A.”

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

SECTION 1. That the Mayor and Director of Finance be, and they hereby are, authorized, on behalf of the City of Sylvania, Ohio, to enter into a First Amendment to Trail Easement and Maintenance Agreement with the Toledo-Lucas County Port Authority (“Port”) and SOMO MF Partners, LLC (“SOMO”), 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 Trail Easement and Maintenance Agreement should be entered into as soon as possible in order to provide for state capital improvement funding 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, \_\_\_\_\_, 2020, as an emergency measure.

\_\_\_\_\_  
President of Council

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Director of Law

APPROVED:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

**FIRST AMENDMENT TO  
TRAIL EASEMENT AND MAINTENANCE AGREEMENT**

**THIS FIRST AMENDMENT TO TRAIL EASEMENT AND MAINTENANCE AGREEMENT** (this "Agreement") is entered into by and between **THE TOLEDO-LUCAS COUNTY PORT AUTHORITY ("Port")**, **SOMO MF Partners, LLC**, an Ohio limited liability company ("MF") and **THE CITY OF SYLVANIA**, an Ohio municipal corporation ("City"), and their respective successors and assigns.

**RECITALS:**

WHEREAS, Port, MF, and City entered into a Trail Easement and Maintenance Agreement on or about January 24, 2019; and,

WHEREAS, the parties desire to amend the Trail Easement and Maintenance Agreement to further define and expand the grant of easement.

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree that the foregoing recitals are incorporated herein by reference and as follows:

A. Amend Article II, Section 2.1 of the Trail Easement and Maintenance Agreement, by substituting the following language:

**2.1. Grant of Easement.** Port hereby grants to City, for its use and the use of the public, a perpetual, non-exclusive right, privilege and appurtenant easement for the purposes of constructing, maintaining, and utilizing a trail for public use, and right of ingress and egress for those purposes over and across the Trail Parcel (the "Easement Area"). The easement granted herein shall be effective as of the date of the completion of the Improvements, which shall be evidenced by a writing signed and dated by Port and City. The aforesaid granting conveyance shall be subject to the condition that any exercise of the easements, rights and privileges granted herein shall be strictly limited to constructing, maintaining, and utilizing a trail for public use and the right of ingress and egress for those purposes as provided below, and neither the City nor the public shall at any time whatsoever cause, suffer or permit any blocking of the Easement Area, except as otherwise specifically provided herein.

B. Except as specifically amended herein, all terms, covenants, conditions of the Trail Easement and Maintenance Agreement are now and shall continue to be and remain in full force and effect.

C. This First Amendment to Trail Easement and Maintenance Agreement and all the covenants, conditions, provisions, and/or restrictions herein contained shall adhere to the benefit and be binding upon the heirs, executors, administrators, legatees, personal representatives, successors and assigns, respectively of the parties.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**TOLEDO-LUCAS COUNTY  
PORT AUTHORITY**

By: \_\_\_\_\_  
Paul Toth, President

**SOMO MF PARTNERS, LLC,  
an Indiana Limited Liability Company  
By: J.C. Hart Company, Inc., an Indiana  
Corporation, Manager**

By: \_\_\_\_\_  
John C. Hart, Jr., President



**CITY OF SYLVANIA,**  
an Ohio municipal corporation

By: \_\_\_\_\_  
Craig A. Stough, Mayor

By: \_\_\_\_\_  
Toby A. Schroyer, Director of Finance

STATE OF OHIO            )  
                                  ) ss:  
COUNTY OF LUCAS        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by Paul Toth, President of the Toledo-Lucas County Port Authority, on behalf of the Port Authority.

(Seal)

\_\_\_\_\_  
Notary Public

STATE OF OHIO            )  
                                  ) ss:  
COUNTY OF LUCAS        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by John C. Hart, President of J.C. Hart Company, Inc., an Indiana corporation, the Manager of SOMO MF Partners, LLC, an Indiana limited liability company, on behalf of the company.

(Seal)

\_\_\_\_\_  
Notary Public

STATE OF OHIO            )  
                                  ) ss:  
COUNTY OF LUCAS        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by Craig A. Stough and Toby A. Schroyer, as the Mayor and Director of Finance, respectively, of the City of Sylvania, an Ohio municipal corporation, on behalf of the corporation.

(Seal)

\_\_\_\_\_  
Notary Public

This Instrument Was Prepared By:  
Leslie B. Brinning, Director of Law  
City of Sylvania  
6730 Monroe St.  
Sylvania, OH 43560

# City of Sylvania

13

## STREET BANNER APPLICATION/PERMIT

Fee: \$ 100.00

Name of Organization: Lourdes University

Contact Person: Ruthi Mitchell

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

Explanation of the Qualifying Event\*: Welcome students back to campus

Dates of Event: August 22, 2022 classes begin

Installation & Removal Dates of Banner: 8/19/22 - 9/9/22  
[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: Welcome Lourdes Gray Wolves

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.

pd 7/29/2022 8700 ✓ # 0000011770

**WELCOME, LOURDES GRAY WOLVES!**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/30/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

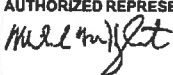
<b>PRODUCER</b> Hylant Group Inc - Toledo 811 Madison Ave Toledo OH 43604	<b>CONTACT NAME:</b> _____
	<b>PHONE (A/C, No., Ext):</b> 419-255-1020 <b>FAX (A/C, No):</b> 419-255-7557
<b>E-MAIL ADDRESS:</b> _____	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>
<b>INSURED</b> Lourdes University 6832 Convent Blvd. Sylvania OH 43560	<b>INSURER A:</b> Travelers Prop Cas Co of Amer      25674 <b>INSURER B:</b> _____ <b>INSURER C:</b> _____ <b>INSURER D:</b> _____ <b>INSURER E:</b> _____ <b>INSURER F:</b> _____

**COVERAGES**      **CERTIFICATE NUMBER:** 1351200364      **REVISION NUMBER:** \_\_\_\_\_

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			Y6304C496144TIL19	11/1/2019	11/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Benefits \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y6304C496144TIL19	11/1/2019	11/1/2020	PER STATUTE    OTH-ER    Stop Gap E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 RE: Street Banner for Lourdes University Graduation, Installation and Removal dates May 6-20

<b>CERTIFICATE HOLDER</b>  City of Sylvania 6730 Monroe St. Sylvania OH 43560	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**ORDINANCE NO. 80 -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 welcome Lourdes University students back to campus for the start of the Fall Semester; and,

WHEREAS, the banner will hang from August 16, 2022 – September 2, 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

**ORDINANCE NO. 77 -2021**

**AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ACCEPT THE PROPOSAL OF ENVIRONMENTAL DESIGN GROUP TO REVIEW THE CITY’S ZONING CODE; APPROPRIATING FUNDS THEREFORE IN AN AMOUNT NOT TO EXCEED \$24,000; AND DECLARING AN EMERGENCY.**

WHEREAS, Ordinance No. 80-2019, passed September 16, 2019, authorized the Mayor and Director of Finance to accept the proposal of Environmental Design Group to perform Tasks 1 and 2 of the Sylvania Downtown Plan and Market Analysis and appropriated an amount not to exceed \$26,103; and,

WHEREAS, Ordinance No. 38-2020, passed June 1, 2020, authorized the Mayor and Director of Finance to accept the proposal of Environmental Design Group to perform Task 3 of the Sylvania Downtown Plan and Market Analysis and appropriated an amount not to exceed \$23,875 for the completion of Task 3; and,

WHEREAS, Ordinance No. 14-2021, passed February 1, 2021, accepted the amendment to the proposal of Environmental Design Group relative to the Sylvania Downtown Master Plan to authorize funding for an additional public meeting; and,

WHEREAS, Resolution No. 3-2021, passed March 15, 2021, approved the Sylvania Downtown Master Plan; and,

WHEREAS, during the process of completing the Downtown Master Plan, a recommendation was made to review the City’s Zoning Code to ensure that the suggestions made in the Master Plan would not conflict with the Zoning Code; and,

WHEREAS, Environmental Design Group has submitted a proposal to audit the City’s existing Zoning Code including recommending best practices and current trends, rewriting

conflicting sections, preparation of exhibit and/or graphics, client and public engagement meetings at a cost not to exceed Twenty-Eight Thousand Four Hundred Dollars (\$28,400.00); and,

WHEREAS, at the December 6, 2021 meeting of Sylvania City Council, this matter was referred to the Zoning & Annexation Committee for its review and recommendation; and,

WHEREAS, the Zoning & Annexation Committee met on January 18, 2022 to review the proposal and, thereafter, requested some modifications to the scope of the proposal be changed; and,

WHEREAS, the Zoning & Annexation Committee met on July 7, 2022 to review the revised proposal and thereafter, at the July 18, 2022 meeting of Sylvania City Council, the Director of Law was directed to prepare legislation accepting the proposal of Environmental Design Group originally dated March 18, 2021, Revised October 22, 2021, 2<sup>nd</sup> Revision March 31, 2022, 3<sup>rd</sup> Revision May 23, 2022 in the amount of \$24,000.

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 Environmental Design Group on behalf of this City, thereby indicating such approval and acceptance of the proposal to review and edit the City's Zoning Code as detailed in the proposal dated March 18, 2021, revised October 22, 2021, March 31, 2022 and May 23, 2022.

SECTION 2. That to provide funds for said services hereby authorized, there is hereby allocated from the **GENERAL FUND** from funds therein not heretofore allocated to **Account No. 110-7320-51294, Special Projects** an amount not to exceed Twenty-Eight Thousand Four Hundred Dollars (\$24,000.00).

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



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

SECTION 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that proposal for said professional services should be approved immediately so that the review and edit of the City's Zoning Code can proceed 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

**City of Sylvania**  
Bank Reconciliation  
July 2022

**A**

		<b>BANK BALANCE</b>	
Ending balance for June 2022	36,825,001.37	EOM 5/3rd Bank Balance	\$ 6,913,724.31
Add: Monthly Receipts	<u>3,862,684.29</u>	Deposit in Transit:	
Subtotal	\$ 40,687,685.66	Income Tax	12,706.28
		General Deposit	106,127.35
Less: Monthly Disbursements	<u>2,478,224.84</u>		
Ending balance for July 2022	\$ 38,209,460.82	Subtotal	\$ 7,032,557.94
Less:		Less: Outstanding Checks (2)	34,389.18
CD Metamora Bank	\$ (2,209,253.18)	Adjusted Bank Balance	\$ 6,998,168.76
Star Ohio	(82,675.20)		
Petty Cash (1)	(2,050.00)	(2)	
Cemetery Savings	(1,062.86)	June Outstanding Checks	\$ 34,227.52
Toledo Community Fund	(31,803.18)	Checks written this month	1,049,090.21
5/3rd Securities	(10,281,080.83)		
SJS Account	(5,884,795.30)		
UBS Financial	(10,542,878.15)		
Premier Bank (CD)	(2,112,245.16)		
Key Bank (CD)	-		
Sylvania Township Bonds	(80,000.00)		
	\$ 6,981,616.96		
Direct Deposit - County Reimb.	7,126.19		
Utility CC 7/26/22	9,425.58		
Bank Adj.	0.03		
		Subtotal	<u>\$ 1,083,317.73</u>
		Checks Cleared this month	<u>(1,048,928.55)</u>
	\$ 6,998,168.76	July Outstanding Checks	\$ 34,389.18
(1)			
Division of Public Service	\$ 150.00		
Department of Finance	100.00		
Division of Water	600.00		
Division of Police	200.00		
Municipal Court	700.00		
Division of Taxation	150.00		
Division of Forestry	150.00		

Petty Cash Balance \$ 2,050.00



Toby Schroyer  
Director of Finance, City of Sylvania

## Board of Architectural Review

Minutes of the regular meeting of August 10, 2022. Mr. Schaaf called the meeting to order.

Members present: Mayor Craig Stough, Carol Lindhuber, Ken Marciniak and Jeff Schaaf (4) present. Kate Fischer, excused. Zoning Administrator, Timothy Burns also present.

Ms. Lindhuber moved, Mr. Marciniak seconded to approve the Minutes of the July 13, 2022, meeting as submitted. Vote being: Stough, Lindhuber, Marciniak and Schaaf (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

Item 3 – Regulated Sign – app. no. 16-2022 (Amendment) requested by Matt Uhl of Reason Sign Co., LLC for Affordable Dentures and Implants, 6411 River Crossings, Sylvania, Ohio 43560. Application is for new awning sign, a new wall sign, a replacement tenant panel in an existing monument sign and a new window sign.

Mr. Rich Kwapich was present.

Mr. Burns stated that the original application was submitted and was on the June meeting schedule; and that the application was for two wall signs. Mr. Burns added that he had missed that the application was for two wall signs, and that the City's code only allows for one wall sign. He said that the applicant has since amended their application, and is now asking for approval of a new awning sign to be installed on the front entrance side of the building, a new wall sign on the east side of the building and a replacement panel on the existing monument sign.


Mr. Kwapich added that they will also be removing the existing vinyl letters on the window sign and will be replacing them with new.

Signs are within the limits of the Sylvania Sign Code.

Mr. Marciniak moved, Ms. Lindhuber seconded, to approve the signs shown in the drawing submitted with the application. Vote being: Stough, Lindhuber, Marciniak and Schaaf (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

Ms. Lindhuber moved, Mr. Marciniak seconded to adjourn the meeting. All present voted aye. Meeting adjourned.

Submitted by,



Debra Webb, Secretary  
Municipal Planning Commission

Sylvania Municipal Planning Commission

Minutes of the regular meeting of August 10, 2022. Mr. Schaaf called the meeting to order.

Members present: Mayor Craig Stough, Carol Lindhuber, Ken Marciniak and Jeff Schaaf (4) present. Kate Fischer, excused. Zoning Administrator, Timothy Burns also present.

Ms. Lindhuber moved, Mr. Marciniak seconded to approve the Minutes of the July 13, 2022, meeting as submitted. Vote being: Stough, Lindhuber, Marciniak and Schaaf (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

Mr. Marciniak moved, Ms. Lindhuber seconded to adjourn the meeting. All present voted aye. Meeting adjourned.

Submitted by,

A handwritten signature in black ink that reads "Debra Webb". The signature is written in a cursive style with a large initial "D".

Debra Webb, Secretary  
Municipal Planning Commission