

Sylvania City Council

January 3, 2023

7:30 p.m. Council Meeting

Agenda

1. Roll call: Mr. Frye, Mr. Hansen, Mr. Haynam, Mr. McCann, Mr. Richardson, Ms. Stough, Mrs. Westphal.
2. Pledge of Allegiance to the United States of America led by Mr. Haynam.
3. Additions to the agenda.
4. Approval of the Council meeting minutes from December 19, 2022.
5. Proclamation presentation to Alex Kassee for 1st Team All State as punter for the Northview High School Football Program.
6. Altara Drive Improvements.
 - a. Service Director's report on contract award.
 - b. Proposed Ordinance No. 1-2023, Accepting the bid of Helms and Sons Excavating and awarding the contract for the Altara Drive Improvement Project.
7. Monroe Street & Harroun Road Improvements.
 - a. Service Director's Report on Amendment No. 1.
 - b. Proposed Ordinance No. 2-2023, Authorizing the Mayor and Director of Finance to enter into Amendment No. 1 to this City's local LET Project Agreement with the State of Ohio, Department of Transportation.
8. McCord Road Resurfacing from Sylvania Avenue to Brint Road
 - a. Service Director's Report on contract.
 - b. Proposed Ordinance No. 3-2023, Accepting the proposal of Fishbeck to provide professional surveying & engineering services for the McCord Road – Sylvania Avenue to Brint Road resurfacing project.
9. Proposed Resolution No. 1-2023, A Resolution designating the Clerk of Council as the Mayor and City Council's Designee to attend training programs and seminars about the Public Records Law as required by Ohio Revised Code Section 109.43.
10. Committee reports.
11. Committee referrals.

INFORMATION

- A. TMACOG General Assembly – Friday, January 20, 2023.

Minutes of the Meeting of Council
December 19, 2022

The Council of the City of Sylvania, Ohio met in regular session on December 19, 2022 at 7:30 p.m. with Mayor Stough in the chair. Roll was called with the following members present: Mark Frye, Marcus Hansen, Doug Haynam, Brian McCann, Patrick Richardson, Lyndsey Stough, Mary Westphal; (7) present; (0) absent.

Roll call:
7 present.

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

Pledge of
Allegiance.

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

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

Agenda approval.

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

Mr. Frye presented the December 5, 2022 meeting minutes. Mr. Frye moved, Mrs. Westphal seconded, that since the Mayor, members of Council, and others had been furnished copies of these minutes prior to this meeting, Council dispense with the reading of these corrected minutes at this time, and the journal of the minutes of the regular meeting of December 5, 2022 be approved; roll call vote being: Hansen, Haynam, McCann, Richardson, Stough, Westphal, Frye; (7) yeas; (0) nays. The motion carried.

Approval of the
December 5,
2022 meeting
minutes.

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

Chief Miller introduced City of Sylvania's newest Police Officer, Darriontae Stewart. He graduated from Lourdes University and came to us from the Ohio State Highway Patrol.

Introduction of
New Police
Officer,
Darriontae
Stewart.

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

Alex Kassee was not able to attend tonight's meeting to receive his proclamation from Mayor Stough. Mr. Frye moved, Mr. Haynam seconded, that this presentation be tabled and rescheduled to a future council meeting; roll call vote being: Haynam, McCann, Richardson, Stough, Westphal, Frye, Hansen; (7) yeas; (0) nays. The motion carried.

Proclamation to
Alex Kassee,
Northview
Football Punter.
TABLED

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

Deputy Service Director, Joe Shaw, introduced Rick McGuckin from DGL and Tim Bockbrader from Edge Group to give an update on the Downtown Transportation Improvement project. Rick from DGL discussed the summary of comments from the stakeholders meeting including traffic pattern, parking, sidewalks, and mid-block crossing. Tim from Edge discussed possible streetscape designs. City Council will continue to review this project with the Service Department for future consideration.

Downtown
Transportation
Improvement
Update.

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

Mr. Frye presented and read aloud by title only, proposed Ordinance No. 108-2022, 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, on behalf of the City of Sylvania, Ohio with the Board of Lucas County Commissioners, for the provision of Public Defender Services to the Sylvania Municipal Court for the year 2023; and declaring an emergency.” Mr. Frye moved, Mrs. Westphal seconded for passage of Ordinance No. 108-2022 as an emergency measure; roll call vote being: Richardson, Stough, Westphal, Frye, Hansen, Haynam, McCann; (7) yeas; (0) nays. The motion carried.

Ordinance No. 108-2022, “Authorizing Mayor & Dir. Of Finance to enter into agreement with...Public Defender Services...”

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

Service Director’s report on the Monroe Street and Silica Drive Upgrade and Silica Drive Bridge Replacement Project was placed on file; Mr. Richardson moved, Ms. Stough seconded for authorization to advertise for bids on this project; roll call vote being: Stough, Westphal, Frye, Hansen, Haynam, McCann, Richardson; (7) yeas; (0) nays. The motion carried.

Service Dir. Report on Monroe & Silica Upgrade & Silica Bridge Rplcmnt Project Bid Advertisement.

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

Service Director’s report on the Harroun Road Pedestrian Hybrid Beacon Project Change Order was placed on file. Mr. Richardson presented and read aloud by title only, proposed Ordinance No. 109-2022, a written copy of same having been previously furnished to each member of Council “Authorizing the Mayor and Director of Finance to approve Change Order No. 1 (Final) to this City’s Agreement with FET Construction Services, LLC for the Harroun Road Pedestrian Hybrid Beacon Project to reflect final installed quantities; and declaring an emergency.”; Mr. Richardson moved, Mr. McCann seconded for passage of Ordinance No. 109-2022 as an emergency measure; roll call vote being: Westphal, Frye, Hansen, Haynam, McCann, Richardson, Stough; (7) yeas; (0) nays. The motion carried.

Ordinance No. 109-2022, “Authorizing Mayor & Dir. Of Finance to Approve Change Order No. 1(Final)...with FET Construction...”

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

Service Director’s report on the Tantallon Plat I & II Resurfacing Project Bid Award was placed on file. Mr. McCann presented and read aloud by title only, proposed Ordinance No. 110-2022, a written copy of same having been previously furnished to each member of Council “Accepting the bid of Bowers Asphalt and Paving, Inc. and awarding the contract for the Tantallon Plat I & II Resurfacing Project to same;

Ordinance No. 110-2022, “Accepting the bid of Bowers

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Authorizing the expenditure for the improvements in the amount of \$336,721.84; Appropriating funds therefore; and declaring an emergency.”; Mr. McCann moved, Mr. Haynam seconded for passage of Ordinance No. 110-2022 as an emergency measure; roll call vote being: Frye, Hansen, Haynam, McCann, Richardson, Stough, Westphal; (7) yeas; (0) nays. The motion carried.

Asphalt & Paving, Inc. & awarding the contract for Tantallon Plat I & II...”

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

Service Director’s report on the Harroun and Monroe Improvements Project Re-Bid was placed on file. Mr. McCann presented and read aloud by title only, proposed Ordinance No. 111-2022, a written copy of same having been previously furnished to each member of Council “Accepting the bid of Helms and Sons Excavating, Inc. and awarding the contract for the Monroe and Harroun Improvement Project to same; Authorizing the expenditure for the improvements in the amount of \$2,150,701.10; appropriating funds therefore; and declaring an emergency.”; Mr. McCann moved, Mrs. Westphal seconded for passage of Ordinance No. 111-2022 as an emergency measure; roll call vote being: Westphal, Frye, Hansen, Haynam, McCann, Richardson, Stough; (7) yeas; (0) nays. The motion carried.

Ordinance No. 111-2022, “Accepting the bid of Helms and Sons Excavating, Inc. & awarding the contract for the Monroe & Harroun Improvement Project...”

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

Mr. Frye presented and read aloud by title only, proposed Ordinance No. 112-2022, a written copy of same having been previously furnished to each member of Council “To make certain adjustments to account allocations within the fund appropriations for the fiscal year ending December 31, 2022; and declaring an emergency.”; Mr. Frye moved, Mrs. Westphal seconded for passage of Ordinance No. 112-2022 as an emergency measure; roll call vote being: Frye, Hansen, Haynam, McCann, Richardson, Stough, Westphal; (7) yeas; (0) nays. The motion carried.

Ordinance No. 112-2022, “To make certain adjustments to account allocations...for the fiscal year ending December 31, 2022.”

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

Mrs. Westphal presented and read aloud by title only, proposed Ordinance No. 113-2022, a written copy of same having been previously furnished to each member of Council “Making certain position and compensation pay plan changes, making certain salary, wage and other service compensation adjustments to the Codified Ordinances of Sylvania, 1979, as amended, and other Ordinances; by granting pay increases to the appointed officials whose titles are listed in Section 139.03(e)(3), by granting a three percent (3.0%) pay increase to all non-union city employees and court employees whose positions are included in the list of occupational; titles of Section 139.02(a) of the Codified Ordinances of Sylvania which increase is reflected in the Annual Wage

Ordinance No. 113-2022, “Making certain position & compensation pay plan changes...”

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Rate Schedule 4 of Section 139.10 (D) of the Sylvania Codified Ordinances; by granting pay increases for some of the employees in the Labor and Trades Supervision Group; and declaring an emergency.”; Mrs. Westphal moved, Ms. Stough seconded for passage of Ordinance No. 113-2022 as an emergency measure; roll call vote being: Hansen, Haynam, McCann, Richardson, Stough, Westphal, Frye; (7) yeas; (0) nays. The motion carried.

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

Mrs. Westphal reported on the Employee and Community Relations Committee meeting that was held on December 6, 2022. She stated there were three open board positions; one City Council Representative and one Council Appointed Resident to the Sylvania Area Joint Recreation District Board and one on the Board of Zoning Appeals.

Emp & Comm
Relations Comm
Mtg Report by
Mary Westphal.

Mr. Frye presented and read aloud by title only, proposed Resolution No. 20-2022, a written copy of same having been previously furnished to each member of Council “Re-Appointing Mary Westphal to the Board of Trustees of Sylvania Area Joint Recreation District (SAJRD), she being a member of the Council of this appointing political subdivision, for the full calendar year of 2023, and declaring an emergency.”; Mr. Frye moved, Ms. Stough seconded for passage of Resolution No. 20-2022 as an emergency measure; roll call vote being: Frye, Hansen, Haynam, McCann, Richardson, Stough, Westphal; (7) yeas; (0) nays. The motion carried.

Resolution No.
20-2022, “Re-
Appointing Mary
Westphal
to...SAJRD...”

Mrs. Westphal presented and read aloud by title only, proposed Resolution No. 21-2022, a written copy of same having been previously furnished to each member of Council “Appointing George Hilfinger to the Board of Trustees of Sylvania Area Joint Recreation District (SAJRD) for a term expiring December 31, 2025; and declaring an emergency.”; Mrs. Westphal moved, Mr. Haynam seconded for passage of Resolution No. 21-2022 as an emergency measure; roll call vote being: Hansen, Haynam, McCann, Richardson, Stough, Westphal, Frye; (7) yeas; (0) nays. The motion carried.

Resolution No.
21-2022,
“Appointing
George Hilfinger
to...SAJRD...”

Mr. Haynam presented and read aloud by title only, proposed Resolution No. 22-2022, a written copy of same having been previously furnished to each member of Council “Re-Appointing Matthew J. Snell to the Zoning Board of Appeals for a term expiring December 31, 2025; and declaring an emergency.”; Mr. Haynam moved, Mrs. Westphal seconded for passage of Resolution No. 22-2022 as an emergency measure; roll call vote being: Haynam, McCann, Richardson, Stough, Westphal, Frye, Hansen; (7) yeas; (0) nays. The motion carried.

Resolution No.
22-2022, “Re-
Appointing
Matthew Snell to
the Zoning Board
of Appeals...”

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Mayor Stough stated all agenda items have been addressed.

Mr. Frye moved, Mr. Haynam seconded to adjourn at 8:52 p.m. Roll call vote being:
Richardson, Stough, Westphal, Frye, Hansen, Haynam, McCann; (7) yeas; (0) nays.

Adjournment.

Clerk of Council

Mayor

la.



DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE DIRECTOR

January 3, 2023

To: The Mayor and Members of Sylvania City Council

Re: **BID AWARD – ALTARA DRIVE IMPROVEMENTS**

Dear Mr. Mayor and Council Members:

We received four (4) bids on December 20, 2022 for the above referenced project. The lowest bid was submitted by Helms and Sons Excavating of Findlay, Ohio. Their bid of \$367,185.00 is approximately 8.1% over the Engineer's Estimate of \$339,625.00. The second lowest bid was submitted by Edward Kelly and Sons, Inc. from Northwood, Ohio and was \$367,503.00.

Despite the lowest bid being 8.1% over the engineer's estimate, the Service Department believes the \$318 difference between the two bids demonstrates a true anticipated construction cost by both contractors. In addition, Ohio Revised Code Section 153.12(A), permits the City to accept an over-estimate bid so as long as it is not more than 10% over of the engineer's estimate.

Helms and Sons has performed several past projects in the City including Main Street Reconstruction (2018) and Maplewood Avenue Reconstruction (2022) and was recently awarded the LUC-CR 4-9.77 (PID 109598) improvement project at the Monroe Street & Harroun Road intersection.

Therefore, it is our recommendation that the contract be awarded to Helms and Sons Excavating of Findlay, Ohio in the amount of \$367,185.00. This project was included in the 2023 Capital Improvement Plan and will be split between the Capital Improvement Fund 401-7610-53503 (\$213,711), Sewer Fund 702-7540-53501 (\$40,034), and Water Fund 701-7525-53501 (\$113,440).

Please call if you have any questions.

Sincerely,

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

Lab.

ORDINANCE NO. 1-2023

ACCEPTING THE BID OF HELMS AND SONS EXCAVATING AND AWARDING THE CONTRACT FOR THE ALTARA DRIVE IMPROVEMENT PROJECT TO SAME; AUTHORIZING THE EXPENDITURE FOR THE IMPROVEMENTS IN THE AMOUNT OF \$367,185.00; APPROPRIATING FUNDS THEREFORE; AND DECLARING AN EMERGENCY.

WHEREAS, plans for the Altara Drive Improvement Project have been completed and are now on file with the Clerk of this Council; and,

WHEREAS, the Clerk of Council was authorized to advertise for bids at the November 21, 2022 meeting of Sylvania City Council and thereafter the Clerk advertised for bids, and the bids were opened on December 20, 2022, and thereafter, the Director of Public Service, by report dated January 3, 2023, stated that the engineer's estimate for the Altara Drive Improvement Project was \$339,625 and the following bids were received:

<u>BIDDERS</u>	<u>BID PRICE</u>
Helms and Sons Excavating	\$367,185
Edward Kelly and Sons	367,503
E.R. Zeiler Excavating	435,305
Salenbien Trucking	507,958

WHEREAS, the four (4) bids offered by the above bidders meet all of the City's specifications and the Director of Public Service, by report dated January 3, 2023, has recommended acceptance of the lowest and best bid of Helms and Sons Excavating and that the contract for the Altara Drive Improvement Project be awarded to same.

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

SECTION 1. That the bid of Helms and Sons Excavating, Findlay, Ohio for said Altara Drive Improvement Project, in the amount of Three Hundred Sixty-Seven Thousand One Hundred Eighty-Five Dollars (\$367,185.00), is hereby determined to be the lowest and best bid received and the same is hereby accepted.

SECTION 2. That the Mayor and Director of Finance be, and hereby are, authorized and directed to execute a contract with the bidder named in Section 1 above for the furnishing of such labor and materials in accordance with said bid.

SECTION 3. That to provide funds for said improvements hereby authorized, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore appropriated to **Account No. 401-7610-53503 – Street Improvements**, the total sum of Two Hundred Thirteen Thousand Seven Hundred Eleven Dollars (\$213,711.00), there is hereby appropriated from the **SEWER FUND** from funds therein not heretofore appropriated to **Account No. 702-7540-53501- Utility Improvements**, the total sum of Forty Thousand Thirty-Four Dollars (\$40,034.00), and there is hereby appropriated from the **WATER FUND** from funds therein not heretofore appropriated to **Account No. 701-7525-53501- Utility Improvements**, the total sum of One Hundred Thirteen Thousand Four Hundred Forty Dollars (\$113,440.00), for a total appropriation of \$367,185.00.

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 bid of Helms and Sons Excavating should be accepted immediately so as to provide for the commencement of the Altara Drive Improvement Project at the earliest possible time. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2023, as an emergency measure.

ATTEST:

President of Council
APPROVED AS TO FORM:

Clerk of Council
APPROVED:

Director of Law

Mayor

Date

7a.



DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE DIRECTOR

January 3, 2023

To: The Mayor and Members of Sylvania City Council

Re: **LUC-CR-4-9.77 (PID 109598) – MONROE STREET & HARROUN ROAD IMPROVEMENTS
AMENDMENT NO. 1 TO ODOT LPA LOCAL LET PROJECT AGREEMENT**

Dear Mr. Mayor and Council Members:

On June 17, 2019 City Council authorized the Ohio Department of Transportation (ODOT) and City to enter into a Local Public Agency, Local-Let Project Agreement on the LUC-CR 4-9.77 (PID 109598) project (Ord. 52-2019). The Agreement outlines the relationship between ODOT and the LPA during the project and includes guidelines on funding participation, overall project development, environmental commitments, and right-of-way acquisition.

The anticipated construction cost at the time of the Agreement was \$1,303,872 and the construction contract was recently sold in December 2022 to Helms and Sons Excavation in the amount of \$2,150,701.10.

The Service Department requested a funding participation review to determine if additional Highway Safety Improvement Program (HSIP) funds could be made available to the project. ODOT completed their review and has agreed to increase the Federal construction phase funding by \$375,000. As such an amendment to Section 3 of the Agreement is warranted to update the funding participation amounts. The maximum Federal project cap (all phases) was \$1,677,766 and this has been increased to \$2,052,766 with the enclosed Amendment No. 1 to our Agreement.

We would request approval of Amendment No. 1 to our LPA Local-Let Project Agreement with ODOT.

Please call with any questions.

Sincerely,

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

76.

ORDINANCE NO. 2-2023

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AMENDMENT NO. 1 TO THIS CITY'S LOCAL LET PROJECT AGREEMENT WITH THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION AND THE CITY OF SYLVANIA; AND DECLARING AN EMERGENCY.

WHEREAS, Ordinance No. 52-2019, passed June 17, 2019, authorized the Mayor and Director of Finance to enter into an Agreement with the State of Ohio, Department of Transportation ("ODOT") to administer the Monroe Street and Harroun Road Improvement Project (LUC-CR-4-9.77) as a Local Public Agency ("LPA") Project; and,

WHEREAS, this project includes several safety related upgrades to the Monroe & Harroun, Monroe & Kroger, and Harroun & Kroger intersections and construction is scheduled for 2023; and,

WHEREAS, the Agreement outlines the relationship between ODOT and the LPA during the project and includes guidelines on funding participation, overall project development, environmental commitments, and right-of-way acquisition; and,

WHEREAS, Ordinance No. 111-2022, passed by Sylvania City Council on December 19, 2022, accepted the bid of Helms and Sons and awarded the contract for the Monroe Street & Harroun Road Improvement Project to same in the amount of \$2,150,701.10; and,

WHEREAS, in 2019, when the original Agreement between the City of Sylvania and ODOT was approved, the estimated cost of construction was \$1,303,872; and,

WHEREAS, due to the increase in the cost of construction, the Service Department recently requested additional funds be allocated to the project and ODOT has agreed to increase the Federal construction phase funding by \$375,000; and,

WHEREAS, the Agreement should to be amended to reflect the updated funding participation amounts and ODOT has proposed the attached Amendment No. 1, a copy of which is attached hereto as "Exhibit A"; and,

WHEREAS, the Director of Public Service, by report dated January 3, 2023, has recommended approval of Amendment No. 1 between ODOT and the City of Sylvania, Ohio to reflect the increased funding participation amounts.

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, Amendment No. 1 with the Ohio Department of Transportation for the Monroe Street & Harroun Road Improvement Project in the form and substance of said Amendment attached hereto.

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 Amendment should be entered into immediately to provide for the updated increased funding participation for the Monroe Street and Harroun Road 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, _____, 2023 as an emergency measure.

ATTEST:

President of Council
APPROVED AS TO FORM:

Clerk of Council
APPROVED:

Director of Law

Mayor

Date

AMENDMENT NO. 1

Agreement No. 33419 is hereby revised increase the maximum funding cap (**\$2,052,766**) for the project. This amendment provides updated funding information in Section 3.

3. FUNDING

3.1 The total cost for the PROJECT is estimated to be \$2,262,701. ODOT shall provide to the LPA 90 percent of the eligible costs, up to a maximum of \$2,052,766 in State funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.

WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the day and year last written below.

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

LPA: **City of Sylvania**

**STATE OF OHIO
OHIO DEPARTMENT OF TRANSPORTATION**

By: _____
Craig A. Stough
Title: Mayor

By: _____
Jack Marchbanks
Director

Date: _____

Date: _____

8a.



DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE DIRECTOR

January 3, 2023

To: The Mayor and Members of Sylvania City Council

Re: **LUC-CR 73-5.43 (PID 118134)**
Contract for Professional Surveying and Engineering Services

Dear Mr. Mayor and Council Members:

This project consists of milling and resurfacing McCord Road from Sylvania Avenue to Brint Road. Construction is scheduled for Summer 2024.

On October 3, 2022 City Council authorized the Service Department to apply for Ohio Public Works Commission (OPWC) grant funding (Res. 13-2022) and TMACOG/ODOT Surface Transportation Block Grant (STBG) funding (Res. 14-2022). The total cost of the project was estimated to be \$890,338 and we were awarded the full OPWC (\$200,000) and STBG (\$500,000) grant amounts requested.

The Service Department is ready to commence engineering design and requested a proposal from Fishbeck. Fishbeck is an ODOT pre-qualified consultant and has designed many successful LPA projects for local municipalities. Their scope of work includes survey, right-of-way resolution, and simplified roadway design and construction plan development.

Fishbeck has provided a proposal in the amount of \$45,340 to complete the scope of services. Design engineering was included in the 2023 capital improvement budget and will be funded from account number 401-7610-53405.

We recommend approval of the proposal from Fishbeck in the amount of \$45,340. Please call if you should have any questions.

Sincerely,

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

8b.

ORDINANCE NO. 3-2023

ACCEPTING THE PROPOSAL OF FISHBECK TO PROVIDE PROFESSIONAL SURVEYING AND ENGINEERING SERVICES FOR THE McCORD ROAD – SYLVANIA AVENUE TO BRINT ROAD RESURFACING PROJECT; APPROPRIATING FUNDS THEREFORE IN THE AMOUNT OF \$45,340; AND DECLARING AN EMERGENCY.

WHEREAS, Resolution No. 13-2022, passed by Sylvania City Council on October 3, 2022, authorized the Mayor and Director of Finance to apply for Ohio Public Works Commission grant funding in the amount of \$200,000 for the McCord Road Resurfacing Project; and,

WHEREAS, Resolution No. 14-2022, passed by Sylvania City Council on October 3, 2022, authorized the Mayor and Director of Finance to apply for TMACOG/ODOT Surface Transportation Block Grant funding in the amount of \$500,000 for the McCord Road Resurfacing Project; and,

WHEREAS, the total cost of the McCord Road – Sylvania Avenue to Brint Road Resurfacing Project is estimated to be \$890,338, however, the City of Sylvania Service Department was recently notified that both grant applications were successful in the full amounts requested; and,

WHEREAS, the Director of Public Service, by report dated January 3, 2023, indicated that the Service Department is ready to begin engineering design for the project and requested a proposal from Fishbeck, an Ohio Department of Transportation pre-qualified consultant who has designed many successful projects for both the City of Sylvania and other municipalities; and,

WHEREAS, Fishbeck's proposal includes survey services, right-of-way resolution and simplified roadway design and plan development in the amount of \$45,340; and,

WHEREAS, the Director of Public Service, by report dated January 3, 2023, has recommended that the proposal in the amount of \$45,340 for professional surveying and engineering services for the McCord Road – Sylvania Avenue to Brint Road Resurfacing Project

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 proposal of Fishbeck in the amount of Forty-Five Thousand Three Hundred Forty Dollars (\$45,340.00) for providing professional surveying and engineering services for the McCord Road – Sylvania Avenue to Brint Road Resurfacing 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 consultant services hereby authorized, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore appropriated to **Account No. 401-7610-53405 - Equipment** the amount of Forty-Five Thousand Three Hundred Forty Dollars (\$45,340.00)

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

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

SECTION 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the City should provide for the engineering and surveying services for the McCord Road – Sylvania Avenue to Brint Road Resurfacing Project at the earliest possible time. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2023, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

December 22, 2022

Joseph E. Shaw, PE, PS
Deputy Service Director
City of Sylvania Department of Public Service
6730 Monroe Street
Sylvania, OH 43560

**Fee Proposal for Professional Engineering and Surveying Services
LUC-CR 73-5.43 (McCord Road Resurfacing); PID 118134**

Dear Joe:

Fishbeck is pleased to provide professional engineering and surveying services for the referenced project. The Fishbeck team has had the pleasure of providing services to the City of Sylvania (City) in the past. We are confident our assembled team can provide you with outstanding technical quality to cover all required tasks for this project and ensure critical factors are satisfied and understood.

Project Understanding

This project includes the two-course milling and resurfacing of McCord Road from Sylvania Avenue to Brint Road (approximately 1.0 mile in total length). Other work includes spot partial depth pavement repairs and new pavement markings. Plans are expected to follow the Ohio Department of Transportation (ODOT) Local Public Agency (LPA) review process.

Scope of Services

Based on our understanding of the project, Fishbeck offers the following scope of services for design of the LUC-CR 73-5.43 (McCord Road Resurfacing) project:

1. Survey Services
 - a. Contact Ohio Utilities Protection Services (OUPS) to obtain plans and a list of the utility companies within the project area. No field markings will be requested or surveyed.
 - b. Conduct field reconnaissance to recover and pick up existing monumentation.
 - c. Conduct field check/site walkthrough utilizing GPS for any supplemental topographic survey of features not visible on aerial.
 - d. Update AutoCAD base map based on information obtained from field check.
 - e. Resolve existing centerline and right-of-way (ROW).
2. Simplified Roadway Design and Plan Development
 - a. Create AutoCAD base map utilizing aerial tracing.
 - b. Develop construction plans including the anticipated sheets shown in the attached Proposed Consultant Fees Labor and Summary spreadsheet.
 - c. Prepare an engineer's opinion of probable construct cost estimate.
 - d. Fishbeck will provide plans and a cost estimate with the following submittals:

- Stage 1/2 ----- 4/14/2023 (anticipated)
 - Stage 3 ----- 8/23/2023 (anticipated)
3. Assumptions
- a. Right-of-way acquisition is not anticipated with this project.
 - b. No field review or design of curb ramps is included in this scope as ADA ramps are anticipated to be compliant ahead of this project.
 - c. No sign upgrades are expected with this project.

Professional Services Fees

Fishbeck proposes to complete the scope of work as described above for a lump sum fee of Forty-Five Thousand Three Hundred and Forty Dollars (\$45,340). Invoices will be submitted every four weeks based on the time and expenses incurred, and payment is due upon receipt. If Fishbeck finds the required scope of services differs from what is proposed herein, we will notify you immediately of any appropriate amendment to the scope and fee. The breakdown of costs is attached in the Proposed Consultant Fee Summary.

Authorization

Attached is our Professional Services Agreement. If you concur with our scope of services, please sign in the space provided and return the executed contract to the attention of Molly Studneski (mstudneski@fishbeck.com). This proposal is made subject to the attached Terms and Conditions for Professional Services.

We look forward to working with you on this assignment and trust this proposal is consistent with your expectations. If you have any questions or require additional information, please contact me at 937.802.3280 or jmihelcic@fishbeck.com.

Sincerely,



Joshua Mihelcic, PE, PS
Project Manager

Attachments

By email

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

Proposed Consultant Fees Labor and Summary

Project: Brint Road Resurfacing
 Client: City of Sylvania
 Consultant: Fishbeck
 Date: 12/22/2022

Legend and Billing Rate (Year 2022)	
Personnel Category	Rate
S1 = Staff Surveyor	\$103
PE = Civil Engineer, PE	\$140
E = Staff Engineer, EI	\$103
PM = Senior Project Manager, PE	\$196
PS = Senior Surveyor, PS	\$196

SURVEYING & ENGINEERING SERVICES

Topographic Survey & ROW Resolution	PM	PE	E	PS	S1	Total Hours	Total Cost
Recovery & Pickup of Existing Monuments		10		5	10	25	\$3,410
Resolve Existing Centerline/ROW		10	10	5		25	\$3,410
Field Check and GPS Supplemental Topographic Survey		4			12	16	\$1,796
Update Basemap		2	6			8	\$898
Calling OUPS and Utility Coordination		6				6	\$840
Subtotal	0	32	16	10	22	80	\$10,354
Simplified Roadway Design & Plan Development	PM	PE	E	PS	S2	Total Hours	Total Cost
Basemap Creation Utilizing Aerial	2	8	40			50	\$5,632
Title Sheet (1)		1	3			4	\$449
General Notes (1)		4	8			12	\$1,384
M.O.T. Notes (1)		4	4			8	\$972
Plan & Pavement Data (1)		8	32			40	\$4,416
Traffic Control (6)		12	72			84	\$9,096
Pavement Markings Subsummary (1)		8	24			32	\$3,592
General Summary (1)		4	8			12	\$1,384
Internal Reviews (QA/QC)	8	8				16	\$2,688
ODOT & City Reviews/Coordination/Meetings	4	8	8			20	\$2,728
Cost Estimate	2	8	10			20	\$2,542
Subtotal	16	73	209	0	0	228	\$34,883

Total Surveying & Engineering Costs:	\$45,237
Total Direct Costs:	\$103
Total Services:	\$45,340

Professional Services Agreement

PROJECT NAME LUC-CR 73-5.43 (McCord Road Resurfacing); PID 118134
FISHBECK CONTACT Joshua Mihelcic, PE, PS
CLIENT City of Sylvania
CLIENT CONTACT Joseph E. Shaw, PE, PS
ADDRESS 6730 Monroe Street, Sylvania, OH 43560

Client hereby requests and authorizes Fishbeck to perform the following:

SCOPE OF SERVICES: Professional engineering and supplemental surveying services related to the milling and resurfacing of McCord Road between Sylvania Avenue and Brint Road as described in our letter proposal dated December 22, 2022.

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

- Terms and Conditions for Professional Services, attached.
- Proposal dated December 22, 2022.
- Other:

METHODS OF COMPENSATION:

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

Total Budget for Above Scope of Services: Forty-Five Thousand Three Hundred and Forty Dollars (\$45,340)

ADDITIONAL PROVISIONS (IF ANY): N/A

APPROVED FOR:

City of Sylvania

BY: _____

TITLE: Mayor

DATE: _____

BY: _____

TITLE: Director of Finance

DATE: _____

ACCEPTED FOR:

Fishbeck

BY:  _____

TITLE: Vice President

DATE: December 22, 2022

1. **METHOD OF AUTHORIZATION.** Client may authorize Fishbeck to proceed with work either by signing a Professional Services Agreement or by issuance of an acknowledgment, confirmation, purchase order, or other communication. Regardless of the method used, these Terms and Conditions shall prevail as the basis of Client's authorization to Fishbeck. Any Client document or communication in addition to or in conflict with these Terms and Conditions is rejected.
2. **CLIENT RESPONSIBILITIES.** Client shall provide all criteria and full information as to requirements for the Project and designate in writing a person with authority to act on Client's behalf on all matters concerning the Project. If Fishbeck's services under this Agreement do not include full-time construction observation or review of Contractor's performance, Client shall assume responsibility for interpretation of contract documents and for construction observation, and shall waive all claims against Fishbeck that may be in any way connected thereto.
3. **HOURLY BILLING RATES.** Unless stipulated otherwise, Client shall compensate Fishbeck at hourly billing rates in effect when services are provided by Fishbeck employees of various classifications.
4. **REIMBURSABLE EXPENSES.** Those costs incurred on or directly for Client's Project. Reimbursement shall be at Fishbeck's current rate for mileage for service vehicles and automobiles, special equipment, and copying, printing, and binding. Reimbursement for commercial transportation, meals, lodging, special fees, licenses, permits, insurances, etc., and outside technical or professional services shall be on the basis of actual charges plus 10 percent.
5. **OPINIONS OF COST.** Any opinions of probable construction cost and/or total project cost provided by Fishbeck will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, Fishbeck cannot warrant that bids or ultimate construction or total project costs will not vary from such estimates.
6. **PROFESSIONAL STANDARDS; WARRANTY.** The standard of care for services performed or furnished by Fishbeck will be the care and skill ordinarily used by members of Fishbeck's profession practicing under similar circumstances at the same time and in the same locality. Fishbeck makes no warranties, express or implied, under this Agreement or otherwise, in connection with Fishbeck's services.
7. **TERMINATION.** Either Client or Fishbeck may terminate this Agreement by giving ten days' written notice to the other party. In such event, Client shall pay Fishbeck in full for all work previously authorized and performed prior to the effective date of termination, plus (at the discretion of Fishbeck) a termination charge to cover finalization work necessary to bring ongoing work to a logical conclusion. Such charge shall not exceed 30 percent of all charges previously incurred. Upon receipt of such payment, Fishbeck will return to Client all documents and information which are the property of Client.
8. **SUBCONTRACTORS.** Fishbeck may engage subcontractors on behalf of Client to perform any portion of the services to be provided by Fishbeck hereunder.
9. **PAYMENT TO FISHBECK.** Invoices will be issued every four weeks, payable upon receipt, unless otherwise agreed. Interest of 1 percent per four-week period will be payable on all amounts not paid within 28 days from date of invoice, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by Client.

Client agrees to pay on a current basis, in addition to any proposal or contract fee understandings, all taxes including, but not limited to, sales taxes on services or related expenses which may be imposed on Fishbeck by any governmental entity.

If Client directs Fishbeck to invoice another, Fishbeck will do so, but Client agrees to be ultimately responsible for Fishbeck's compensation until Client provides Fishbeck with that third party's written acceptance of all terms of this Agreement and until Fishbeck agrees to the substitution.

In addition to any other remedies Fishbeck may have, Fishbeck shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.

10. **HAZARDOUS WASTE.** Fishbeck has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at any site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. Fishbeck shall not be responsible for any alleged contamination, whether such contamination occurred in the past, is occurring presently, or will occur in the future, and the performance of services hereunder does not imply risk-sharing on the part of Fishbeck.
11. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims based upon professional liability errors or omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the greater of \$250,000 or the amount of the fee earned under this Agreement.

To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims for which Fishbeck is covered by insurance other than professional liability errors and omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the total insurance proceeds paid on behalf of or to Fishbeck by Fishbeck's insurers in settlement or satisfaction of Client's claims under the terms and conditions of Fishbeck's insurance policies applicable thereto.

Higher limits of liability may be considered upon Client's written request, prior to commencement of services, and agreement to pay an additional fee.

12. **DELEGATED DESIGN.** Client recognizes and holds Fishbeck harmless for the performance of certain components of the Project which are traditionally specified to be designed by the Contractor.
13. **INSURANCE.** Client shall cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds on all commercial general liability and property insurance policies carried by Client which are applicable to the Project. Client shall also provide workers' compensation insurance for Client's employees. Client agrees to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.

Upon request, Client and Fishbeck shall each deliver to the other certificates of insurance evidencing their coverages.

Client shall require Contractor to purchase and maintain commercial general liability and other insurance as specified in the contract documents and to cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project. Contractor must agree to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.
14. **INDEMNIFICATION.** Fishbeck will defend, indemnify, and hold Client harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures to the extent caused by Fishbeck's negligence or willful misconduct. Client agrees to defend, indemnify, and hold Fishbeck harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures allegedly caused by Fishbeck's performance of services hereunder, except for injury or loss to the extent caused by the negligence or willful misconduct of Fishbeck. These indemnities are subject to specific limitations provided for in this Agreement.
15. **CONSEQUENTIAL DAMAGES.** Client and Fishbeck waive consequential damages for claims, disputes, or other matters in question relating to this Agreement including, but not limited to, loss of business.
16. **LEGAL EXPENSES.** If either Client or Fishbeck makes a claim against the other as to issues arising out of the performance of this Agreement, the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney's fees. If Fishbeck brings a lawsuit against Client to collect invoiced fees and expenses, Client agrees to pay Fishbeck's reasonable collection expenses including attorney fees.
17. **OWNERSHIP OF WORK PRODUCT.** Fishbeck shall remain the owner of all drawings, reports, and other material provided to Client, whether in hard copy or electronic media form. Client shall be authorized to use the copies provided by Fishbeck only in connection with the Project. Any other use or reuse by Client or others for any purpose whatsoever shall be at Client's risk and full legal responsibility, without liability to Fishbeck. Client shall defend, indemnify, and hold harmless Fishbeck from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.
18. **ELECTRONIC MEDIA.** Data, reports, drawings, specifications, and other material and deliverables may be transmitted to Client in either hard copy, digital, or both formats. If transmitted electronically, and a discrepancy or conflict with the electronically transmitted version occurs, the hard copy in Fishbeck's files used to create the digital version shall govern. If a hard copy does not exist, the version of the material or document residing on Fishbeck's computer network shall govern. Fishbeck cannot guarantee the longevity of any material transmitted electronically nor can Fishbeck guarantee the ability of the Client to open and use the digital versions of the documents in the future.
19. **GENERAL CONSIDERATIONS.** Client and Fishbeck each are hereby bound and the partners, successors, executors, administrators, and legal representatives of Client and Fishbeck are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor Fishbeck shall assign this Agreement without the written consent of the other.

Neither Client nor Fishbeck will have any liability for nonperformance caused in whole or in part by causes beyond Fishbeck's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.

This Agreement shall be governed by the law of the principal place of business of Fishbeck.

This Agreement constitutes the entire agreement between Client and Fishbeck and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

End of Terms and Conditions for Professional Services

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RESOLUTION NO. 1 -2023

A RESOLUTION DESIGNATING THE CLERK OF COUNCIL AS THE MAYOR AND CITY COUNCIL’S DESIGNEE TO ATTEND TRAINING PROGRAMS AND SEMINARS ABOUT THE PUBLIC RECORDS LAW AS REQUIRED BY OHIO REVISED CODE SECTION 109.43; AND DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code Section 109.43 requires that all elected officials, except Judges, attend three hours of training per term of office about the Public Records Law; and,

WHEREAS, the Mayor and all members of Sylvania City Council wish to appoint the Clerk of Council as their designee for the purposes of attending all required training seminars and programs about the Public Records Law as required by Ohio Revised Code 109.43.

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

SECTION 1. That the Clerk of Council is hereby designated as the Mayor and all members of Sylvania City Council’s designee for the purposes of attending all training programs and seminars as required by Ohio Revised Code 109.43.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution 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 Resolution 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 Resolution 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 Clerk of Council should be designated as the Mayor and all members of Sylvania City Council’s designee for the purpose of attending all seminars and training programs required by Ohio Revised Code 109.43 at the earliest possible time. Provided this Resolution 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 measure: Yeas _____ Nays _____

Passed, _____, 2023, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date