

Sylvania City Council

January 17, 2023

7:00 p.m. Finance Committee Meeting

Amending Codified Ordinances – Rental/Leased Property

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. McCann.
3. Additions to the agenda.
4. Approval of the Council meeting minutes from January 3, 2023.
5. Proclamation presentation by Mayor Stough to retiring Council Clerk, Sharon Bucher.
6. Town Crier, Michael Lieber, presentation on his Town Crier engagements for 2022.
7. ODOT LPA Local LET Project Agreement.
 - a. Service Director's Report on Agreement.
 - b. Proposed Ordinance No. 4-2023, Authorizing the Mayor and Director of Finance to enter into an agreement with the State of Ohio, Department of Transportation on behalf of the City of Sylvania for the McCord Road-Sylvania Avenue to Brint Road resurfacing project.
8. Harroun, Ravine and Flower Hospital Intersection Improvement Project.
 - a. Service Director's Report on proposals.
 - b. Proposed Ordinance No. 5-2023, Accepting the proposal of WE Realty Solutions, Ltd. to provide right-of-way acquisition services relative to the Harroun Road/Ravine Drive/Flower Hospital intersection improvement project.
 - c. Proposed Ordinance No. 6-2023, Accepting the proposal of American Property Analysts, Inc. to provide appraisal review services relative to the Harroun Road/Ravine Drive/Flower Hospital intersection improvement project.
9. Vehicle Purchases.
 - a. Service Director's Report on purchases.
 - b. Proposed Ordinance No. 7-2023, Authorizing the Mayor and Director of Finance to accept the proposal of Brondes Ford for the purchase of two (2) new 2023 Ford F-150 pick-up trucks for the Division of Water.
10. Approval of two City vehicles to be offered for auction on GovDeals.com.

11. Proposed Ordinance No. 8-2023, Authorizing the donation of Datalux tablets no longer used by the Police Division to Lucas County Emergency Medical Services.
12. Proposed Ordinance No. 9-2023, Authorizing the donation of eight Sierra wireless airlink modems no longer used by the Police Division to the Whitehouse Police Department.
13. Confirmation of Mayor's appointment of Cathy McGuire to serve on the Civil Service Commission to fill a seat held by John Husman whose term expired December 31, 2022.
14. Committee reports.
15. Committee referrals.

INFORMATION

- A.** December Bank Reconciliation.
- B.** Fourth Quarter Management Reports.

Minutes of the Meeting of Council
January 3, 2023

The Council of the City of Sylvania, Ohio met in regular session on January 3, 2023 at 7:30 p.m. with Mayor Stough in the chair. Roll was called with the following members present: Mark Frye, Marcus Hansen, Doug Haynam, Brian McCann, Patrick Richardson, Mary Westphal; Lyndsey Stough absent; (6) present; (1) absent.

Roll call:
6 present. 1
excused absence.

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

Pledge of
Allegiance.

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

The following item has been added to the agenda:

Item #11a. Schedule a Finance Committee meeting.

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

Agenda approval.

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

Mr. Frye presented the December 19, 2022 meeting minutes. Mr. Frye moved, Mr. Haynam seconded, that since the Mayor, members of Council, and others had been furnished copies of these minutes prior to this meeting, Council dispense with the reading of these corrected minutes at this time, and the journal of the minutes of the regular meeting of December 19, 2022 be approved; roll call vote being: Hansen, Haynam, McCann, Richardson, Westphal, Frye; (6) yeas; (0) nays. The motion carried.

Approval of the
December 19,
2022 meeting
minutes.

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

Alex Kasee was presented a Proclamation for his accomplishments on the Northview High School Football Team by Mayor Stough. Both of Alex's parents also attended.

Proclamation to
Alex Kasee,
Northview
Football Punter.

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

Service Director's report on Altara Drive Improvement Project was placed on file. Mr. Richardson presented and read aloud by title only, proposed Ordinance No. 1-2023, a written copy of same having been previously furnished to each member of Council "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." Mr. Richardson moved, Mr. Haynam seconded for passage of Ordinance No. 1-2023 as an emergency measure; roll call vote being: Richardson, Westphal, Frye, Hansen, Haynam, McCann; (6) yeas; (0) nays. The motion carried.

Ordinance No.
1-2023,
"Accepting the
bid of Helms &
Sons
Excavating...
Altara Drive..."

Minutes of the Meeting of Council
January 3, 2023

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

Service Director's report on Monroe Street and Harroun Road Improvements Amendment No 1. Placed on file. Mr. Richardson presented and read aloud by title only, proposed Ordinance No. 2-2023, a written copy of same having been previously furnished to each member of Council "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." Mr. Richardson moved, Mrs. Westphal seconded for passage of Ordinance No. 2-2023 as an emergency measure; roll call vote being: Westphal, Frye, Hansen, Haynam, McCann, Richardson; (6) yeas; (0) nays. The motion carried.

Ordinance No. 2-2023, "Authorizing Mayor & Dir. Of Finance to enter into agreement with...Public Defender Services..."

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

Service Director's report on the McCord Road Resurfacing Project was placed on file. Mr. Richardson presented and read aloud by title only, proposed Ordinance No. 3-2023, a written copy of same having been previously furnished to each member of Council "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."; Mr. Richardson moved, Mr. Haynam seconded for passage of Ordinance No. 3-2023 as an emergency measure; roll call vote being: Westphal, Frye, Hansen, Haynam, McCann, Richardson; (6) yeas; (0) nays. The motion carried.

Ordinance No. 3-2023, "Accepting the proposal of Fishbeck... professional surveying... McCord Rd..."

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

Mr. Frye presented and read aloud by title only, proposed Resolution No. 1-2023, a written copy of same having been previously furnished to each member of Council "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."; Mr. Frye moved, Mr. Hansen seconded for passage of Resolution No. 1-2023 as an emergency measure; roll call vote being: Frye, Hansen, Haynam, McCann, Richardson, Westphal; (6) yeas; (0) nays. The motion carried.

Resolution No. 1-2023, "Re-Appointing Matthew Snell to the Zoning Board of Appeals..."

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

Mr. Frye moved, Mrs. Westphal seconded to set a Finance Committee meeting for Tuesday, January 17, 2023 at 7:00 p.m. to discuss amending the Codified Ordinances by Amending Section 171.22, Information on Rental or Leased Property, proposed Ordinance No. 101-2022; roll call vote being: Hansen, Haynam, McCann, Frye,

Finance Com Meeting set for 1/17/23 at 7pm to

Minutes of the Meeting of Council
January 3, 2023

Westphal, Richardson; (6) yeas; (0) nays. The motion carried.

discuss
Amending Code,
Rental/Leased
Property Section.

Mayor Stough stated all agenda items have been addressed.

Mr. Frye moved, Mr. McCann seconded to adjourn at 7:52 p.m. Roll call vote being:
Richardson, Westphal, Frye, Hansen, Haynam, McCann; (6) yeas; (0) nays.

Adjournment.

Clerk of Council

Mayor



Office of the Mayor

Proclamation

Whereas: Sharon Bucher began her career in public service in Monclova Township in 1986 as the assistant to the Monclova Township Fiscal Officer until 1996 when she was elected as the Monclova Township Fiscal Officer, an office that she held for 13 years; and,

WHEREAS: following her service to Monclova Township, Sharon came to the City of Sylvania in 2009 as an Administrative Assistant in the Department of Finance and, since 2012, has also served as the Clerk of Council; and,

WHEREAS: due in part to Sharon's contributions to the Department of Finance, the City of Sylvania recently received the Ohio Auditor of State Award, which is given for excellence in financial reporting for the 2021 Fiscal Year; and,

WHEREAS: Sharon has provided consistent and outstanding contributions to the City of Sylvania in both the Department of Finance and as Clerk of Sylvania City Council.

NOW, THEREFORE, I, Craig A. Stough, Mayor, do hereby proclaim Tuesday, January 17, 2023 as:

SHARON BUCHER DAY

in the City of Sylvania.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Sylvania to be set this 17th day of January, 2023.



Craig A. Stough

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

7a.



DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE DIRECTOR

January 17, 2023

To: The Mayor and Members of Sylvania City Council

Re: **LUC-CR 73-5.43 (PID 118134)**
ODOT LPA LOCAL LET PROJECT AGREEMENT

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.

Any locally administered projects that use Federal monies require an Agreement between ODOT and the Local Public Agency (LPA). The Agreement outlines the relationship between ODOT and the LPA during the project and includes guidelines on funding participation, overall project development, environmental commitments, and right-of-way acquisition. ODOT is requesting approval of the enclosed Agreement with the City prior to starting engineering design process.

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

Sincerely,

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

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

7b.

ORDINANCE NO. 4-2023

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AN AGREEMENT WITH THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION ON BEHALF OF THE CITY OF SYLVANIA FOR THE McCORD ROAD – SYLVANIA AVENUE TO BRINT ROAD RESURFACING PROJECT; AND DECLARING AN EMERGENCY.

WHEREAS, Resolution Nos. 13-2022 and 14-2022, passed October 3, 2022, authorized the Mayor and Director of Finance to apply for grant funding for the McCord Road Resurfacing Project; and,

WHEREAS, the total cost of the project is estimated to be \$890,338, however, both of the City's grant applications with the total amount of \$700,000 being awarded for the project by the Ohio Public Works Commission (\$200,000) and the Toledo Metropolitan Area Council of Governments/Ohio Department of Transportation (\$500,000); and,

WHEREAS, the project consists of milling and resurfacing McCord Road from Sylvania Avenue to Brint Road and construction is currently scheduled for Summer 2024; and,

WHEREAS, ODOT requires an Agreement between the Local Public Agency for any locally administered projects that receive federal funds and outlines the relationship between ODOT and the City during the project and includes guidelines on funding participation, overall project development, environmental commitments and right-of-way acquisition; and,

WHEREAS, the Director of Public Service, by report dated January 17, 2023, has recommended approval of the Agreement between the Ohio Department of Transportation and the City of Sylvania, Ohio, a copy of which is attached hereto as "Exhibit A."

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

SECTION 1. That the Mayor and Director of Finance be, and they hereby are, authorized to enter into, on behalf of this City, an Agreement with the Ohio Department of

Transportation for the McCord Road – Sylvania Avenue to Brint Road Resurfacing Project, a copy of which is attached.

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

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

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the Agreement should be entered into immediately so that the McCord Road – Sylvania Avenue to Brint Road Resurfacing Project is not delayed. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2022 as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

SAM Unique Entity ID: _____

CFDA 20.205

LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

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

1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the **Ohio Revised Code** (hereinafter referred to as ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The Project in City of Sylvania to mill and resurface McCord Rd between Sylvania Ave and Brint Rd. which includes spot full depth repairs, pavement markings, and other minor necessary scope items (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

2. LEGAL REFERENCES AND COMPLIANCE

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:
 - a. National Transportation Act, Title 23, U.S.C.; 23 CFR 635.105;
 - b. Federal Funding Accountability and Transparency Act of 2006 (FFATA);
 - c. 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
 - d. ODOT Locally Administered Transportation Projects, Manual of Procedures; and
 - e. State of Ohio Department of Transportation Construction and Material Specifications Manual (applicable to dates of PROJECT).
- 2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.
- 2.3 The LPA shall have on file a completed and approved Local-let Participation Requirement Review Form before the first required submission of the Project's Stage Plan Set. Failure to comply will result in the delay of the Federal Authorization, for Construction, until the Form has been completed

and approved. Failure to submit a completed Form will result in the Project reverting to ODOT-let and the LPA will be prohibited from participating in the Local-let Program, until the Form is completed and approved by the Department.

3. FUNDING

3.1 The total cost for the PROJECT is estimated to be \$ 829,976 as set forth in Attachment 1. ODOT shall provide to the LPA 80 percent of the eligible costs, up to a maximum of \$ 500,000 in Federal 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.

3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100 percent Locally-funded work, cost overruns and contractor claims.

4. PROJECT DEVELOPMENT AND DESIGN

4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.

4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.

4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The LPA shall make use of ODOT's Location and Design Manual (L&D), or the appropriate AASHTO publication). Even though the LPA may use its own standards, ODOT may require the LPA to use a design based on the L&D Manual for projects that contain a high crash rate or areas of crash concentrations. Where the LPA has adopted ODOT standards for the PROJECT, the LPA shall be responsible for ensuring that any ODOT standards used for the PROJECT are current and/or updated. The LPA shall be responsible for periodically contacting the ODOT District LPA Coordinator or through the following Internet website for any changes or updates: [ODOT's Office of Local Programs](#)

4.4 The LPA shall either designate an LPA employee, who is a registered professional engineer, to act as the Project Design Engineer and serve as the LPA's principal representative for attending to project responsibilities or engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC Sections 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT

4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.

4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

5. ENVIRONMENTAL RESPONSIBILITIES

5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting

materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related regulations, including the requirements of the National Historic Preservation Act; and for securing all necessary permits.

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

6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT.
- 6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that the all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work is not permitted to perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA,

and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.

- 6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with project construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the project real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.
- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.
- 6.8 The LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.
- 6.9 Consistent with Sections 10.1 and 10.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.

7. ADVERTISING, SALE AND AWARD

- 7.1 The LPA **shall not** advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Coordinator as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.
- 7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The period between the first legal advertising date and the bid opening date shall be a minimum of twenty-one (21) calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials.

ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and selling the contracts.

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

8. CONSTRUCTION CONTRACT ADMINISTRATION

- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall

bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC Sections 153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this Agreement.

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

8.7 Payment or reimbursement to the LPA shall be submitted to:

City of Sylvania
6730 Monroe St.
Sylvania, Ohio 43560

8.8 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all Federal funding commitments.

8.9 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and, if necessary, unilaterally modify any other term of this Agreement in order to preserve its Federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

8.10 Any LPA right, claim, interest, and/or right of action, whether contingent or vested, arising out of, or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the Claim), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in/to the Claim and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim. The LPA further authorizes ODOT to sue, compromise, or settle any such Claim. It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all of the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim including requests for information and/or documents and/or to testify.

8.11 After completion of the PROJECT, and in accordance with Title 23 United States Code 116 and applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies, and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any Federally-funded programs.

8.12 The LPA must provide the final invoices, and final report (Appendix P located in the Construction Chapter of the LPA Manual) along with all necessary closeout documentation within 6 months of the physical completion date of the PROJECT. All costs must be submitted within 6 months of the established completion date. Failure to submit final invoices along with the necessary closeout documentation within the 6-month period may result in closeout of the PROJECT and loss of eligibility of any remaining Federal and or State funds.

8.13 The LPA shall be responsible for verifying that a C92 GoFormz has been completed by the prime contractor for each subcontractor and material supplier working on the project, prior to starting work. This requirement will be routinely monitored by the District Construction Monitor to ensure compliance.

9. CERTIFICATION AND RECAPTURE OF FUNDS

9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to

the certification of funds by the Office of Budget and Management, as required by ORC Section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.

9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.

10. NONDISCRIMINATION

10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.

10.3 The LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. To meet this requirement, subcontractors who claim to be DBEs must be certified by ODOT. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

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

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

GOOD FAITH EFFORTS

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

The Contractor shall demonstrate its Good Faith Effort(s) (GFEs) by submitting information including but not limited to the following to the LPA:

- (1) All written quotes received from certified DBE firms;
- (2) All written (including email) communications between the Contractor and DBE firms;
- (3) All written solicitations to DBE firms, even if unsuccessful;
- (4) Copies of each non-DBE quote when a non-DBE was selected over a DBE for work on the contract;
- (5) Phone logs of communications with DBE firms.

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

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

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

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

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

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

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

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

- (a) letter of reprimand;
- (b) contract termination; and/or

- (c) other remedies available by law including administrative suspension.

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

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

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

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

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

- (b) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.
- (c) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency.
- (d) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

- (e) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
- (1) withholding of payments to the LPA under the contract until the LPA complies, and/or
 - (2) cancellation, termination or suspension of the contract, in whole or in part.
- (f) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs 10.4 (a) through (e) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

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

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with thirty (30) days written notice, except that if ODOT determines that the default can be

remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.

- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.
- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
- 12.5 This Agreement and obligation of the parties herein may be terminated by either party with thirty days written notice to the other party. In the event of termination, the LPA shall cease work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.
- 12.6 In the event of termination for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

- 13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the ORC.

13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE

14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

If to ODOT:

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

15. GENERAL PROVISIONS

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

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



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

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



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

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

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

2 [Also be sure to read footnote # 1] The De Minimis Indirect Cost Rate is 10 percent of modified total direct costs (MTDC) per 2 CFR §200.414. The definition of MTDC is provided in the regulation at 2 CFR §200.68. Any questions regarding the calculation of MTDC for a specific project should be directed to the Office of Local Programs. Further, regardless of whether the LPA subrecipient negotiates overhead rates with ODOT or uses the 10-percent de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs, and then potentially associated fringe/indirect costs, only if the labor costs are accumulated, tracked, and allocated in accordance with compliant systems. Before



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

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



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

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

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

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

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

All non-federal entities, including ODOT's LPA sub recipients, that have aggregate federal awards expenditures from all sources of \$750,000 or more in the non-federal entity's fiscal year must have

an LPA is eligible to invoice ODOT for and recover the 10% de minimis indirect cost rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. A non-Federal entity that elects to charge the de minimis rate must meet the requirements in 2 CFR 200 Appendix VII Section D, Part 1, paragraph b.

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

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

a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

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

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

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

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

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

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

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

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

- 15.8 *Lobbying:* Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.
- 15.9 *Debarment.* LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.
- 15.10 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.11 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.12 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.13 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.14 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

15.15 *Facsimile Signatures:* Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile or electronic signature on any other party delivered in such a manner as if such signature were an original.

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

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

Attachment 1

PROJECT BUDGET – SOURCES AND USES OF FUNDS

USES	SOURCES		LPA FUNDS			FHWA FUNDS			STATE FUNDS			TOTAL
	Amount	%	Amount	%	SAC	Amount	%	SAC	Amount	%	SAC	
PRELIMINARY DEVELOPMENT												
FINAL DESIGN, CONSTRUCTION PLANS & SPECIFICATIONS												
ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION												
PROJECT CONSTRUCTION COSTS	125,000	20	500,000	80	LNTN	500,000	80	4TA7/ TM02				625,000
	129,524	100			LNTN							129,524
INSPECTION	75,452	100			LNTN							75,452
TOTALS	329,976		500,000			500,000						829,976

Federal Construction max is \$500,000 @ 80% 4TA7

Attachment 2

LUC CR 73 5.43 MCCORD RD
RESUR
COUNTY-ROUTE-SECTION

118134
PID NUMBER

38590
AGREEMENT NUMBER

DIRECT PAYMENT OF CONTRACTOR

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

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

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

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

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

8



DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE DIRECTOR

January 17, 2022

To: The Mayor and Members of Sylvania City Council

Re: **Right-of-Way Acquisition Services Proposals**
LUC-TR 77-0.54 (PID 116375)

Dear Mr. Mayor and Council Members:

Engineering design work is through Stage 2 on the LUC-TR 77-0.54 project. As a reminder, this project will install a traffic signal and added turning lanes at a realigned intersection of Flower Hospital's main entrance with Harroun Road and Ravine Drive. The next step is to begin acquiring the necessary real estate that will be needed for the scheduled improvements.

The Service Department has obtained proposals from two ODOT pre-qualified consultants that will be performing different services to acquire the right-of-way. WE Realty Solutions, Ltd. will be assigned to project management, title reports, appraisals, negotiations, closings, and document recordings. Their proposal to provide these services on three (3) parcels is \$36,040.

American Property Analysts, Inc. (APA) will be providing appraisal review services. ODOT policy on projects that contain federal funding requires an independent entity provide the appraisal review services. The APA proposal for appraisal review services is \$4,150.

We would recommend approval of both right-of-way acquisition services proposals with WE Realty Solutions, Ltd. (\$36,040) and American Property Analysts, Inc. (\$4,150). The expenses for both of these services were included in the 2023 capital improvement budget and will be funded from account number 401-7610-53503.

Please call with any questions.

Sincerely,

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

8b.

ORDINANCE NO. 5-2023

ACCEPTING THE PROPOSAL OF WE REALTY SOLUTIONS, LTD. TO PROVIDE RIGHT-OF-WAY ACQUISITION SERVICES RELATIVE TO THE HARROUN ROAD/RAVINE DRIVE/FLOWER HOSPITAL INTERSECTION IMPROVEMENT PROJECT; APPROPRIATING FUNDS THEREFORE IN THE AMOUNT OF \$36,040; AND DECLARING AN EMERGENCY.

WHEREAS, the Harroun Road/Ravine Drive/Flower Hospital Intersection Improvement Project is through Stage 2 Engineering Design and the next step in both projects is to begin acquiring the property necessary to complete the improvements; and,

WHEREAS, this project will install a traffic signal and added turning lanes at a realigned intersection of Flower Hospital’s main entrance with Harroun Road and Ravine Drive; and,

WHEREAS, the Director of Public Service has received a proposal from WE Realty Solutions, Ltd. to provide project management, title reports, appraisals, negotiations, closings and document recordings for the three parcels that will be impacted by these projects; and,

WHEREAS, the Director of Public Service, in a report dated January 17, 2023, has recommended that the proposal of WE Realty Solutions, Ltd. to provide right-of-way acquisition services for the Harroun Road/Flower Hospital/Ravine Drive Intersection Improvement Project at a cost of Thirty-Six Thousand Forty Dollars (\$36,040.00), be accepted.

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

SECTION 1. That the proposal of WE Realty Solutions, Ltd. in the amount of Thirty-Six Thousand Forty Dollars (\$36,040.00) for providing right-of-way acquisition services relative to the Harroun Road/Flower Hospital/Ravine Drive Intersection 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 consultant services hereby authorized, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore appropriated to **Account No. 401-7610-53503 – Street Improvements** the amount of Thirty-Six Thousand Forty Dollars (\$36,040.00).

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 right-of-way acquisition services relative to the Harroun Road/Flower Hospital/Ravine Drive Intersection 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.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

PROPOSAL & AGREEMENT



ROW Acquisition Services / LUC-TR 77-0.54 PID 116375

September 9, 2022 - The following fee proposal is based on information provided to WE by DGL and the City of Sylvania.

1. Project Management - 3 parcels @ \$1,200.00 per parcel.....\$3,600.00

The project management fee is inclusive of meeting attendance with the various project partners, clerical support, the preparation of status reports and travel as may be necessary to assure timely coordination and completion of tasks involved in the acquirement of rights of way. Note: All right of way interests will be acquired in conformance to the policy and procedures as promulgated by the Ohio Department of Transportation. The project management fee is collected in 4 stages at 25% increments. The 1 of 4 = 25% fee will be invoiced after the completion of title reports and appraisals for any given parcel. The 2 of 4 = 25% fee will be invoiced after the offer is made. The 3 of 4 = 25% fee will be invoiced after the signed parcel has been billed or submitted for appropriation. The 4 of 4 = 25% fee will be invoiced after the parcel file has been scanned, standardized and submitted to the client for review and archiving.

2. Title Reports – 3 Reports @ \$1,200.00 per parcel..... \$3,600.00

The Title Report fees shown are exclusive of those charged for courthouse copies that may need to be purchased in support of individual title reports. These non-salary direct costs will be reimbursed by the (Client) to the consultant West Erie Realty Solutions, Ltd. (WE) at their actual cost as evidenced by receipts from the respective county office.

3. Appraisals – Martin + Wood Appraisal Group, Ltd. (See attachment) \$8,000.00

(Martin & Wood Appraisal Group, Ltd.) These appraisal fees are based upon the appraiser’s best estimate in the type of report required for any one parcel utilizing the plans provided by the client. Please keep in mind that the format of appraisal report for any one parcel is subject to revision based on plan changes that may be made to a parcel.

4. Negotiations - 3 Parcels @ \$2,880.00 per parcel \$8,640.00

A "parcel" is defined as a single ownership assigned to a parent number regardless of the number of takings required from that ownership. For example, parcel 1-WD & T is considered to be a single parcel. The offer packet will include the following items: Notice of Intent to Acquire and Good Faith Offer, Colored Plan Exhibits, Warranty Deed, Easement, Instruments, Legal Description and W9 Form. Parcels added or deleted during the course of this agreement shall be cause for adjustment to this cost proposal for all associated work phases under the responsibility of West Erie Realty Solutions, Ltd.

5. Closings – 3 Formal @ \$1,000.00 per parcel \$3,000.00

The total closings phase includes the updating of the title report and recording of the easement(s) or warranty deed(s) on a per parcel basis exclusive of the recording fee itself.

6. Recording Fees – 3 @ \$150.00 per parcel \$450.00

The recording of the easement(s) or warranty deed(s) on a per parcel basis and will be invoiced as a pass-thru expense with attached receipts.

7. Preliminary Planning & Project Coordination \$175.00 per hour x 50 hours (Not to exceed) \$8,750.00

WE will provide preliminary planning and real estate coordination for the proposed project that is presently in design with DGL. At the City’s discretion, West Erie’s Project Manager (Greg Vriezelaar) will participate in design meetings, status calls and/or field visits as necessary for this project.

Total Cost Proposal\$36,040.00

Respectfully submitted by: West Erie Realty Solutions, Ltd. 323 Lafayette Street Toledo, Ohio 43604

Proposal Accepted By: City of Sylvania

Greg R. Vriezelaar President

Date: September 9, 2022

Name:

Date:

80.

ORDINANCE NO. 6-2023

ACCEPTING THE PROPOSAL OF AMERICAN PROPERTY ANALYSTS, INC. TO PROVIDE APPRAISAL REVIEW SERVICES RELATIVE TO THE HARROUN ROAD/RAVINE DRIVE/FLOWER HOSPITAL INTERSECTION IMPROVEMENT PROJECT; APPROPRIATING FUNDS THEREFORE IN THE AMOUNT OF \$4,150; AND DECLARING AN EMERGENCY.

WHEREAS, the Harroun Road/Ravine Drive/Flower Hospital Intersection Improvement Project is through Stage 2 Engineering Design and the next step in both projects is to begin acquiring the property necessary to complete the improvements; and,

WHEREAS, this project will install a traffic signal and added turning lanes at a realigned intersection of Flower Hospital’s main entrance with Harroun Road and Ravine Drive; and,

WHEREAS, the Director of Public Service has received a proposal from American Property Analysts, Inc. (“APA”) to provide appraisal review services in accordance with the Ohio Department of Transportation’s policy that projects receiving federal funding require an independent review of the appraisals; and,

WHEREAS, the Director of Public Service, in a report dated January 17, 2023, has recommended that the proposal of APA to provide appraisal review services for the Harroun Road/Flower Hospital/Ravine Drive Intersection Improvement Project at a cost of Four Thousand One Hundred Fifty Dollars (\$4,150.00), be accepted.

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

SECTION 1. That the proposal of American Property Analysts, Ltd. in the amount of Four Thousand One Hundred Fifty Dollars (\$4,150.00) for providing appraisal review services relative to the Harroun Road/Flower Hospital/Ravine Drive Intersection 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 consultant services hereby authorized, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore appropriated to **Account No. 401-7610-53503 – Street Improvements** the amount of Four Thousand One Hundred Fifty Dollars (\$4,150.00).

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 appraisal review services relative to the Harroun Road/Flower Hospital/Ravine Drive Intersection 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.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date



134 W. SOUTH BOUNDARY, SUITE MM, PERRYSBURG, OH 43551
PHONE (419) 874-7414 - FAX (419) 874-7448

City of Sylvania
Department of Public Service
Mr. Joseph E. Shaw, P.E., P.S., Deputy Director
6730 Monroe Street
Sylvania, Ohio 43560

January 6, 2023

Re: LUC TR 77-0.54 PID 116375 Haroun Rd minor widening appraisal review services proposal.

Dear Mr. Shaw:

American Property Analyst, Inc. is pleased to present a price proposal to provide appraisal review services for the project noted above. The scope of these services assignment will follow current Ohio Department of Transportation procedure. This includes the following items:

- 1 Attend any kick off meeting with the city, and their consultant(s) in person or by teleconference.
- 2 Review plans and project, prepare Appraisal Scoping Checklists for the various valuation format reports.
- 3 Provide red flag issues to the agency for their consideration.
- 4 Review ODOT provided Appraisal Scoping Documents, discuss, as needed, sign if we concur.
- 5 Review the reports as provided by the city's appraiser(s) and create reviewer compliance comments.
- 6 Re-review modified reports regarding comments and re-submit any added comments or recommend.
- 7 Upon Reviewer's recommendation, forward the review documents and recommended reports to the city.
- 8 The Value Analysis Report Reviews will be reviewed under the Jurisdictional Exception provision of the Uniform Standards of Professional Appraisal Practice.
- 9 Provide monthly status reports if requested.

The City of Sylvania will provide current right of way plans and available construction plans and the ASC's (prepared by ODOT) for each subject property to be appraised/valued then reviewed.

The work product noted above would be concluded by Thomas E. Upton, MAI, and David T. Dicke who are prequalified by ODOT for appraisal review and both State of Ohio General Certified Appraisers.

I/we expect to deliver the recommended review documents to you within 7 days, or sooner, of receipt final corrected value analysis, value finding or appraisal reports for each parcel based on our receipt date. Delivery is dependent on the various appraisers' turnaround of corrected reports. Meeting the scheduled delivery time frame is specifically contingent upon prompt receipt of all pertinent information from all parties.

Please be advised that I/we are not engineers, professional cost estimators, attorneys or environmental experts. Therefore, our fee quote does not include any allowance for such specialized studies or services. If such studies or outside experts are required in order to complete the assignment, we can help in making the necessary contacts and arrangements (which may result in an increase in fees to cover those independent expert reports). The fee quote includes an hourly rate, if authorized, for subsequent court appearances or related pre-trial consultation services for appropriation, deposition or testimony should a subject property become involved in any litigation or court proceedings.

Parcel fees may vary by complexity of the appraisal review. Billings will be for services provided by parcel. Quoted fees include transportation costs, time, expenses and overhead costs based on the plans showing up to 17 individual parcels to be acquired by the City of Sylvania for the proposed project.

Project Review services costs.

3 Project management pcls, meetings etc. @ \$250 per parcel.	\$ 750
3 Appraisal Scoping Checklists for review/concurrence @ \$50 per	\$ 150
1 Limited Scope Appraisal Review @ \$1900 (pcl: 1-T)	\$1, 900
1 Value Finding Review @ \$900 (pcl: 7-WD, T1,2)	\$ 900
1 Value Analysis review @ \$450 (pcl8-WD)	<u>\$ 450</u>
Total Appraisal Review Services Fees	\$ 4,150
Litigation support @ \$200/hr.	

Payment for respective invoicing is expected within 60 days.

The various documents will be prepared for the City of Sylvania and their agents will be public records and any written correspondence is discoverable. Please understand that our fee is not in any way contingent upon our concluding to any target figure regarding values recommended by review. Our fees do not include additional consulting that may be requested for trial or other meeting preparations or data.

We look forward to being of service and are prepared to begin as soon as you authorize us to do so. If this proposal meets with your approval, provide a written acknowledgement and authorization to proceed. We shall commence working on the assignment when we receive your authorization.

Please do not hesitate to call if you need any clarification of this proposal.

Respectfully Submitted,

AMERICAN PROPERTY ANALYSTS, INC.



David T. Dicke

Enclosed and attached:
The Jurisdictional Exception form and the Appraiser and Qualifications.

I acknowledge the general scope of work and fee structure proposed, and authorize American Property Analysts, Inc. to begin the work.

By _____ Date _____

Title _____

To authorize, sign, date and return the signed copy of pages 1 and 2 to David T. Dicke of American Property Analysts.

9a.



DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE DIRECTOR

January 17, 2023

To: The Mayor and Members of Sylvania City Council

Re: Purchase of Water Division Ford F-150 Pickups

Dear Mayor and Council Members:

We request approval to purchase two Ford F-150 pickups for the Water Division. The pickups will be purchased from Brondes Ford in Sylvania Township in the amount of \$33,500 each for a total of \$67,000. The purchase of the pickups was included in the 2023 operating budget via account 701-7525-53401.

The new pickups will be replacing a 1999 pickup and a 2011 pickup. We will be coming to council for approval to dispose of the existing vehicles via GovDeals auction once the new pickups have been received.

Please call if you have any questions.

Sincerely,

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

9b.

ORDINANCE NO. 7-2023

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ACCEPT THE PROPOSAL OF BRONDES FORD FOR THE PURCHASE OF TWO (2) NEW 2023 FORD F-150 PICK-UP TRUCKS FOR THE CITY OF SYLVANIA DEPARTMENT OF PUBLIC SERVICE, DIVISION OF WATER; APPROPRIATING FUNDS THEREFORE IN THE AMOUNT OF \$67,000; AND DECLARING AN EMERGENCY.

WHEREAS, funds were included and authorized in the 2023 budget for the replacement of a 1999 pick-up truck and a 2011 pick-up truck for the City of Sylvania Division of Water; and,

WHEREAS, the Director of Public Service, by report dated January 17, 2023, has received a proposal from Brondes Ford to provide two (2) new 2023 Ford F-150 Pick-Up Trucks at a cost of \$33,500 each for a total of \$67,000 and has recommended approval of the proposal as this pricing meets the pricing established through the Ohio State Cooperative Purchasing Program; and,

WHEREAS, the new pick-up trucks will be used by the Department of Public Service, Division of Water to replace a 1999 pick-up truck and a 2011 pick-up truck currently used by the Water Division.

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 Brondes Ford on behalf of this City, thereby indicating such approval and acceptance for the provision of two (2) new 2023 Ford F-150 Pick-Up Trucks for the Water Division, Department of Public Service.

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

SECTION 3. That, upon receipt of delivery of said pickup trucks by the City of Sylvania, the Director of Finance is hereby authorized to issue his warrant or warrants in payment therefore from the **WATER FUND** from funds therein not heretofore appropriated to **Account No. 701-7525-53401 – Equipment**, the total sum of Sixty-Seven Thousand Dollars (\$67,000.00).

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

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

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

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2023, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date



Preview Order 9100 - F1C - 4x2 Regular Cab : Order Summary Time of Preview: 01/04/2023 09:42:20 Receipt: NA

Dealership Name : Brondes Ford Inc.

Sales Code : F48054

Dealer Rep.	Mark Schafer	Type	Fleet	Vehicle Line	F-150	Order Code	9100
Customer Name	sylvania	Priority Code	A1	Model Year	2023	Price Level	330

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F150 4X2 REGULAR CAB - 141	\$34885	.245/70R 17 BSW ALL-SEASON	\$0
141 INCH WHEELBASE	\$0	3.55 RATIO REGULAR AXLE	\$0
TOTAL BASE VEHICLE	\$34885	6170# GVWR PACKAGE	\$0
OXFORD WHITE	\$0	50 STATE EMISSIONS	\$0
VINYL 40/20/40 FRONT SEAT	\$0	AUTO START-STOP REMOVAL	\$-50
MEDIUM DARK SLATE	\$0	CLASS IV TRAILER HITCH	\$315
EQUIPMENT GROUP 101A	\$0	BEDLINER-TOUGHBED SPRAYIN*ACCY	\$595
.XL SERIES	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
.17" SILVER STEEL WHEELS	\$0	FUEL CHARGE	\$0
2.7L V6 ECOBOOST	\$1285	PRICED DORA	\$0
ELEC TEN-SPEED AUTO W/TOW MODE	\$0	ADVERTISING ASSESSMENT	\$0
		DESTINATION & DELIVERY	\$1895
			MSRP
TOTAL BASE AND OPTIONS			\$38925
XL DISCOUNT			\$-750
TOTAL			\$38175

BID PRICE = 33,500.00 EACH

This order has not been submitted to the order bank.

This is not an invoice.



DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE DIRECTOR

Memo

To: The Mayor and City Council
From: Kevin G. Aller, Director of Public Safety/Service *KGA*
Date: 01/17/2023
Re: Obsolete Equipment

Council Members,

The following items are no longer of use in our City operations:

2009 Ford Crown Victoria VIN#2FAHP71V19X129032

2006 Ford F350 1 Ton VIN#1FDWF36546EB58474

We would request approval to dispose of the items by posting them for sale on the GovDeals website. Should we not receive any bids to purchase the items we will dispose of them either through scrap value and/or landfill disposal.

Please call if you have any questions. Thank you.

11

ORDINANCE NO. 8-2023

AUTHORIZING THE DONATION OF DATALUX TABLETS TO LUCAS COUNTY EMERGENCY MEDICAL SERVICES; DETERMINING SAID PROPERTY TO BE OF NO FURTHER USE TO THE CITY OF SYLVANIA; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Sylvania previously purchased Datalux tablets for the Police Department that it is no longer using; and,

WHEREAS, the City of Sylvania Police Department has recently transitioned to new Mobile Data Terminals in the police vehicles and has no further use for the Datalux tablets; and,

WHEREAS, Lucas County Emergency Medical Services (“Lucas County “EMS”) has requested the Datalux tablets and the Chief of Police has recommended that eleven Datalux tablets be donated to Lucas County EMS.

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

SECTION 1. That it is hereby determined that the City of Sylvania no longer needs the eleven (11) Datalux tablets, Serial Nos. 544348, 544351, 544352, 544353, 544354, 544355, 544356, 544357, 544358, 544359 and 544356 and that they should be donated to Lucas County EMS.

SECTION 2. That the Mayor and Director of Finance be, and they are hereby are, authorized to donate the eleven (11) Datalux tablets described above as they are of no further use to the City.

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

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

SECTION 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the Datalux tablets described above are no longer needed by the City and should be donated to Lucas County EMS 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

ORDINANCE NO. 9-2023

AUTHORIZING THE DONATION OF EIGHT SIERRA WIRELESS AIRLINK MODEMS TO THE WHITEHOUSE POLICE DEPARTMENT; DETERMINING SAID PROPERTY TO BE OF NO FURTHER USE TO THE CITY OF SYLVANIA; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Sylvania previously purchased eight (8) Sierra Wireless Airlink Modems for the Police Department that it is no longer using; and,

WHEREAS, the Whitehouse Police Department has requested the eight (8) Sierra Wireless Airlink Modems and the Chief of Police has recommended that that the modems be donated to the Whitehouse Police Department.

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

SECTION 1. That it is hereby determined that the City of Sylvania no longer needs the eight (8) Sierra Wireless Airlink Modems and that they should be donated to the Whitehouse Police Department.

SECTION 2. That the Mayor and Director of Finance be, and they are hereby are, authorized to donate the modems described above as they are of no further use to the City.

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

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

SECTION 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the eight Sierra Wireless Airlink modems described above are no longer needed by the City and should be donated to the Whitehouse Police Department 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



13

OFFICE OF THE MAYOR
CRAIG A. STOUGH, MAYOR

January 13, 2023

TO THE MEMBERS OF SYLVANIA CITY COUNCIL:

RE: Appointment to the Sylvania Civil Service Commission

Dear Council Members:

Mr. John Husman's term on the Sylvania Civil Service Commission recently expired and he is not seeking re-appointment. Ms. Cathy McGuire is interested in replacing Mr. Husman on the Sylvania Civil Service Commission.

Ms. McGuire, 5927 Apple Meadow, Sylvania, Ohio is the owner of McGuire Group Insurance in Sylvania and is a member of the Sylvania Area Chamber of Commerce and has demonstrated her active interest and commitment to Sylvania through her support and service to the community and many of its organizations.

Therefore, I am pleased to announce the appointment of Cathy McGuire to the Civil Service Commission for a term commencing on January 1, 2023 and expiring on December 31, 2028, and request that you confirm this appointment.

Respectfully submitted,

Craig A. Stough
Mayor

CAS/lb

City of Sylvania
 Bank Reconciliation
 December 2022

A

Ending balance for November 2022 37,869,348.06
 Add: Monthly Receipts 5,156,797.46
 Subtotal \$ 43,026,145.52
 Less: Monthly Disbursements 5,156,964.82
 Ending balance for December 2022 \$ 37,869,180.70

Less:
 CD Metamora Bank \$ (2,212,568.92)
 Star Ohio (83,771.02)
 Petty Cash (1) (2,050.00)
 Cemetery Savings (1,062.86)
 Toledo Community Fund (31,803.18)
 5/3rd Securities (10,332,806.82)
 SJS Account (5,895,067.80)
 UBS Financial (14,616,607.11)
 Premier Bank (CD) (2,119,647.70)
 Key Bank (CD) -
 Sylvania Township Bonds -
 \$ 2,573,795.29

(1)
 Division of Public Service \$ 150.00
 Department of Finance 100.00
 Division of Water 600.00
 Division of Police 200.00
 Municipal Court 700.00
 Division of Taxation 150.00
 Division of Forestry 150.00

Petty Cash Balance \$ 2,050.00

BANK BALANCE

EOM 5/3rd Bank Balance \$ 2,619,368.88
 Deposit in Transit:
 Income Tax 24,311.60
 General Deposit

Subtotal \$ 2,643,680.48

Less: Outstanding Checks (2) 69,885.19

Adjusted Bank Balance \$ 2,573,795.29

(2)
 November Outstanding Checks 140,656.18

Checks written this month 1,379,071.31

Voided Ck# 80731 (99,151.20)

Subtotal \$ 1,420,576.29

Checks Cleared this month (1,350,691.10)

December Outstanding Checks \$ 69,885.19



Toby Schroyer
 Director of Finance, City of Sylvania

B

MEMO

January 17, 2023

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

Please find enclosed the available 4th Quarter Reports for 2022. Please call me at 885-8926 with any questions.



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

6730 MONROE STREET SYLVANIA, OHIO 43560
419.885.8940 FAX 419.885.3442

Fourth Quarter Management Report

Key Statistics:	2022	2021
Number of tax returns processed	2108	1974
Number of e-filed returns	4	6
Gross Receipts	\$2,615,797.69	\$2,549,798.04
Number of withholding payments processed	4179	3767
Number of online payments	101	95
Number of refunds processed	79	59
Delinquent totals	\$1,049,496.75	\$923,355.75
Amount of money received from collection	\$3,272.56	\$7,676.82
Number of accounts turned over for collection	0	0

Items of Special Interest:

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

The refuse process was begun in the fourth quarter and will be complete in the first quarter of 2023.

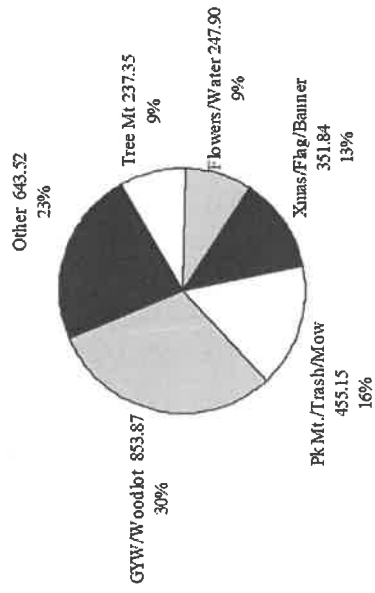
Sue Macke announced that she would be retiring after 5 years of service in the tax office. We were able to hire Angela Carlo to fill the position left vacant by Sue's retirement.

Respectfully submitted,

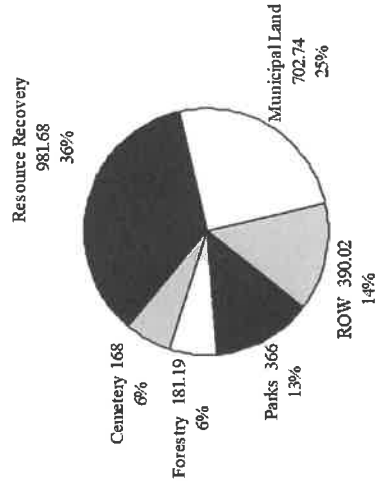
Christy M. Ordorica
Commissioner of Taxation

Parks & Forestry Quarterly Report : October - December, 2022

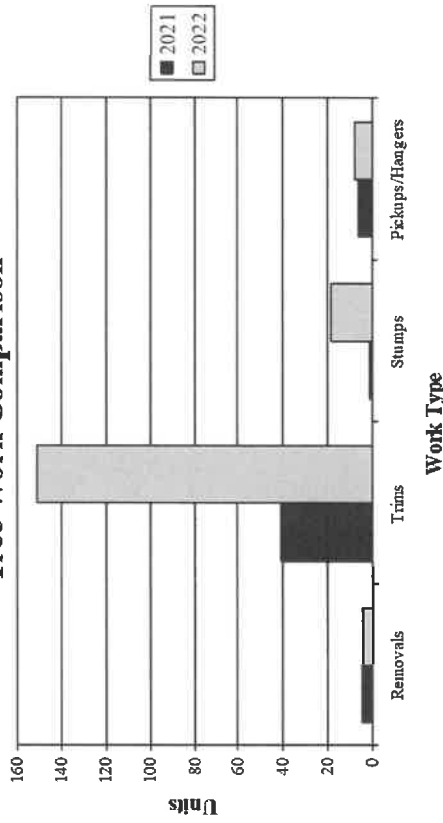
Man-Hours by Work Type



Man-Hours by Account

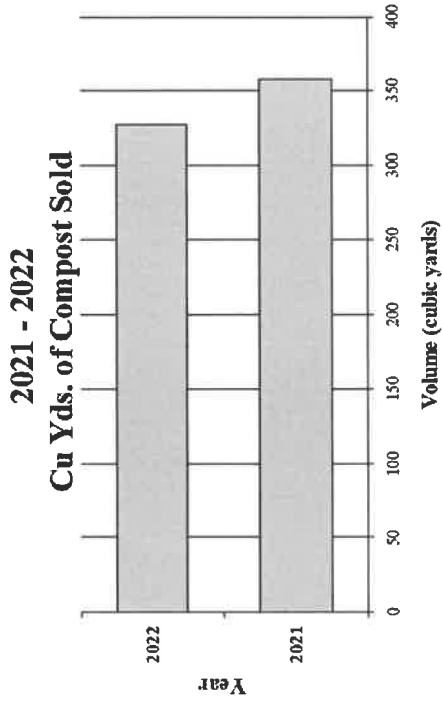


2021 - 2022 Tree Work Comparison



Parks & Forestry Quarterly Report : October - December, 2022

Green Yard Waste

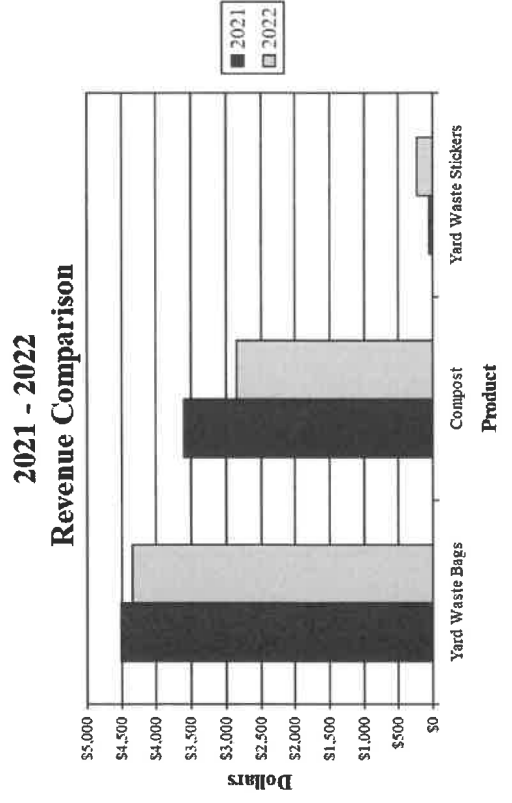


Volume Collected (cubic yards)

* Route A 136.0~

* Route B 108.0~

~ Processed Volume



Zoning Office Key Statistics	2021 4th Qtr	2022 4th Qtr
Residential Renovations, Additions & Accessory	8	7
New Dwelling (Residential)	2	10
New Commercial Construction	1	0
Commercial Additionas & Renovations	5	8
Demolition Permits Issued	3	2
Swimming Pool Permits Issued	1	2
Sidewalk Permits Issued	8	15
Fence	16	15
Food Truck Permits	0	4

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

Architectural Board of Review		
Sign Review	7	5
Architectural Review - Commercial Construction	1	3

Zoning Complaints		
On Site Inspections	35	39
Open Zoning Complaints	19	21
Closed Zoning Complaints	16	18
Letters & Warnings Sent	11	16

Zoning Office Key Statistics	2022 1st Qtr	2022 2nd Qtr	2022 3rd Qtr	2022 4th Qtr	2022 Year End
Residential Renovations, Additions & Accessory	7	20	14	7	48
New Dwelling (Residential)	4	0	6	10	20
Estimated Value	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000.00
New Commercial Construction	0	0	0	0	0
Commercial Additions & Renovations	5	5	8	8	26
Demolition Permits Issued	1	1	1	2	5
Swimming Pool Permits Issued	0	5	5	2	31
Sidewalk Permits Issued	5	53	15	15	88
Fence Permits	9	31	23	15	78
Food Truck Permits	4	22	8	4	166

Municipal Planning Commission					
Lot Splits	0	1	0	0	1
Council Referrals	0	1	1	0	2
Site Plan Review	0	0	0	0	3

Architectural Board of Review					
Sign Review	4	10	7	5	26
Architectural Review	1	3	2	3	9

Zoning Complaints					
On Site Inspections	27	40	35	39	141
Open Zoning Complaints	10	15	23	21	69
Closed Zoning Complaints	17	25	12	18	72
Letters & Warnings Sent	8	20	9	16	53

City of Sylvania Management Report
For The Division of Streets
Fourth Quarter - 2022

Key Statistics

Leaf Pick Up :	<u>2022</u>	<u>2021</u>
Full Time Employee	11	11
Full Time Employee Hrs	1,908	1,928
Full Time Employee O.T. Hours	85	70.5
Temporary Labor Hours	780	976
Temporary Labor O.T. Hours	17	7.5
Cubic Yds. of Leaves Picked Up	11,993 Cu. Yds	9,830 Cu. Yds
Leaf Pick - Up Rounds	6 Completed 12/16/2022	6 Completed 12/17/2021

Ice & Snow Control :	<u>2022</u>	<u>2021</u>
Ice Control & Snow Removal Hrs	128 hrs.	29.5 hrs.
Salt Tonnage Used	166 tons	64 tons
Salt Brine Used for Ice Control	2200 gal.	0
Maintenance to Salt Brine System	96 hrs..	0 hrs.
Clean Bridge Sidewalks	8 hrs.	4 hrs

Traffic Signs Repaired and / or Replaced :

Sign Maintenance Hours	288 hrs.	88 hrs.
Regulatory Signs	13	2
Warning Signs	8	8
Street Name & Informative Signs	5	6

Road Maintenance & Repairs :	<u>2022</u>	<u>2021</u>
Cold Patch Hours	24	16
Cold Mix Tonnage Used	2 ton	1 ton
Street Sweeping Hauled to landfill	0	0
Asphalt Placed for Repairs	6 tons.	5 tons.
Remove and Replace Concrete as needed	1.5	3 cu yds
Low density backfill	0 cu yds	9 cu yds
Crack-Fill Hours	32 hrs.	40 hrs.
Basin Repair	200 hrs.	184 hrs.
Curb Repair	0 hrs.	0 hrs.
Bridge Repair	0 hrs.	0 hrs.

Traffic Paint	0 hrs.	0 hrs.
---------------	--------	--------

Equipment Maintenance :	<u>2022</u>	<u>2021</u>
--------------------------------	--------------------	--------------------

Leaf Loader - Leaf Box Repair & Repainting Hours	424 hrs.	244 hrs.
Snow Removal Equipment Repair & Repainting Hours	42 hrs.	0
Miscellaneous Equipment Repairs Hours	208 hrs.	202 hrs.

Miscellaneous :

Snow Plow Damage (Mail Box & Yard Repair)	0 hrs	0 hrs
Dead Animals Removed From Right-of-Way Maintenance Bldg. (Repairs, Cleaning, Painting) Hours	18	34
Inventory & Green Tag Hours	194 hrs.	190 hrs.
Stack Salt at 8425 Sylvania-Metamora Rd. & 5509 Harroun Rd. (Salt Storage Buildings)	128 hrs.	0 hrs.
Clean up Oil Spills on Roadways	32 hrs.	40 hrs.
Traffic Signal Repairs	0	0
	2 hrs	9 hrs

Special Events Setup :	<u>2022</u>	<u>2021</u>
-------------------------------	--------------------	--------------------

Total Hours for Events	48 hrs.	56 hrs.
Fall Festival		
Northview / Southview Football Game		
Miracle on Main St		
Miracle on Main 5K Run		
Olander Park Halloween Hike		
Lourdes Homecoming		

Michael Elliott
Street Division Foreman
1/11/2022



DIVISION OF UTILITIES
 DAVID W. FRANCE, UTILITY MANAGER

4th Quarter 2022

Utilities	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Y-T-D	Prior Year
Number of Payments Received	20,815	20,106	20,783	20,445	82,149	82,057
Total Collection Water	\$990,888.36	\$940,547.11	\$1,494,281.41	\$1,147,637.22	\$4,573,354.10	\$4,590,243.13
Total Collection Sewer	\$749,302.74	\$723,833.67	\$872,708.05	\$803,793.14	\$3,149,637.60	\$2,996,694.24
Total Collection Refuse	\$168,760.55	\$162,623.86	\$168,505.69	\$161,394.30	\$661,284.40	\$638,909.29
Total Collection On/Off	\$0.00	\$26.70	\$23.30	\$50.00	\$100.00	\$0.00
Total Collection Fire	\$910.79	\$899.70	\$846.41	\$824.76	\$3,481.66	\$3,583.68
Total Collection Misc	\$3,622.63	\$3,094.58	\$2,932.64	\$3,360.10	\$13,009.95	\$12,411.19
Total Collection Water Tap Pay Plan	\$1,616.46	\$1,616.46	\$1,616.46	\$1,616.64	\$6,466.02	\$8,594.37
Total Collection Sewer Tap Pay Plan	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,144.12
Total Collection Tree Removal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Utility/Zoning Permit Sales						
Water Tap Permits	\$7,700.00	\$7,030.24	\$11,300.00	\$12,900.00	\$38,930.24	\$33,421.19
Water Cost Recovery	\$0.00	\$0.00	\$0.00	\$4,000.00	\$4,000.00	\$0.00
Sanitary Tap Permits	\$3,250.00	\$9,073.72	\$2,500.00	\$10,683.91	\$25,507.63	\$139,845.32
Sanitary Connection Fees	\$6,000.00	\$0.00	\$3,000.00	\$2,000.00	\$11,000.00	\$10,000.00
Sanitary Cost Recovery	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sanitary Project Reimbursement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Storm Tap Permits	\$1,250.00	\$760.48	\$1,000.00	\$7,515.00	\$10,525.48	\$2,750.00
Second Meter Permits	\$360.00	\$1,080.00	\$1,080.00	\$360.00	\$2,880.00	\$2,160.00
Hydrant Permits	\$0.00	\$1,100.00	\$0.00	\$0.00	\$1,100.00	\$2,100.00
Zoning Permits	\$5,007.97	\$7,145.00	\$6,496.35	\$1,781.99	\$20,431.31	\$32,261.49
Service Dept Sales						
Sewer and Sidewalk Licenses	\$860.00	\$1,330.00	\$390.00	\$625.00	\$3,205.00	\$4,619.13
Plans/Bid Documents	\$650.00	\$410.00	\$0.00	\$975.00	\$2,035.00	\$1,360.00
Refuse/Green Yard Waste						
Refuse Extra Bag Tags	\$362.25	\$474.75	\$459.75	\$431.50	\$1,728.25	\$2,876.75
Refuse Bulk Item Sticker	\$1,412.50	\$975.00	\$1,418.01	\$950.79	\$4,756.30	\$6,006.59
Green Yard Waster Stickers/Bags	\$12,841.08	\$16,296.92	\$3,052.07	\$358.00	\$32,548.07	\$30,496.33
Misc.						
Misc.		\$340.00		\$0.00	\$340.00	\$0.00
Total Collection	\$1,954,795.33	\$1,878,658.19	\$2,571,610.14	\$2,161,257.35	\$8,566,321.01	\$8,521,476.82

	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr		
Number of Water Accounts	7,327	7,328	7,335	7,339		
Number of Sewer Accounts	8,622	8,623	8,628	8,629		
					Y-T-D	Prior Year
Number of Water Tap Permits	9	3	3	7	22	20
Number of Sanitary Tap Permits	13	10	10	13	46	51
Number of Storm Tap Permits	5	3	3	6	17	15
Number of Second Meter Permits	1	3	1	1	6	6

	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Y-T-D	Prior year
Total Water Purchased (Gallons)	118,749,460	144,442,540	180,361,500	124,871,120	568,424,620	541,881,120
Average Daily Water Purchased	1,319,438	1,604,917	2,004,017	1,387,457	1,557,328	1,505,225
Total Sewer Flow (Gallons)	430,010,000	442,020,000	304,110,000	unavailable	1,176,140,000	1,059,800,000
Average Daily Sewer Flow	4,777,889	4,911,333	3,379,000	unavailable	4,356,074	2,943,889

Estimated Population Served-Water	21,400
Estimated Population Served-Sewer	25,300


Items Sold	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Y-T-D	Prior Year
Extra Bags	135	273	149	200	757	1188
Bulk Item	127	85	108	102	422	462
Green Yard Waste Sticker	578	507	67	11	1163	1091
Green Yard Bags	37	380	191	59	667	726
MTU's Replaced	399	78	12	0	489	947

Activities To Be Performed

- Prepping for large meter replacement
- Installing new MTU's
- Sending invoice for green yard waste stickers

Progress This Period

- Systematic Cleaning of sewer collection system
- Collected over \$1,000,000.00 on online payment system
- Increased email billing to over 1200 accounts
- Waiting on MTU's due to supply chain issues



David W. France
Utility Manager