

Sylvania City Council

February 6, 2023

7:30 p.m. Council Meeting

Agenda

1. Roll call: Mr. Frye, Mr. Hansen, Mr. Haynam, Mr. McCann, Mr. Richardson, Ms. Stough, Mrs. Westphal.
2. Pledge of Allegiance to the United States of America led by Mr. Richardson.
3. Additions to the agenda.
4. Approval of the Council meeting minutes from January 17, 2023.
5. Proclamation presentation by Mayor Stough to retiring Civil Service Commission member, John Husman.
6. Dr. Richard Munk to provide an update on the Toledo-Lucas County Health Department as the City of Sylvania's representative on the Board of Governors .
7. American Fireworks Manufacturing Co.
 - a. Sabrina Nichols attending via Zoom to answer any questions.
 - b. Proposed Ordinance No. 10-2023, Authorizing an agreement with American Fireworks Manufacturing Co. for the Independence Day Celebrations on July 3, 2023 and July 3, 2024 at Centennial Terrace and Quarry.
8. Monroe St. & Harroun Road Safety Improvements Project.
 - a. Service Director's Report on contract.
 - b. Proposed Ordinance No. 11-2023, Accepting the proposal of DGL Consulting Engineers LLC to provide engineering support during the construction project.
9. Monroe & Silica Improvement Project and Silica Drive Bridge Replacement Project.
 - a. Service Director's Report on contract.
 - b. Proposed Ordinance No. 12-2023, Accepting the proposal of American Structurepoint, Inc. to provide construction engineering and inspection services for the project.
10. Speed Hump Policy.
 - a. Service Director's Report on proposed amendments.
 - b. Proposed Ordinance No. 13-2023, Amending the criteria for the installation of speed hump traffic controls in City streets as initially approved by Ordinance No. 63-92 and amended by Ordinance Nos.82-93, 68-98 and 66-2005.

11. Public Service Department Vehicle Purchases.
 - a. Service Director's Report on purchases.
 - b. Proposed Ordinance No. 14-2023, Authorizing the Mayor and Director of Finance to accept the proposal of Whiteford Kenworth for the provision of a new 2024 Kenworth T480 Cab/Chassis for the Division of Streets.
 - c. Proposed Ordinance No. 15-2023, Authorizing the Mayor and Director of Finance to accept the proposal of Kalida Truck Equipment, Inc. for the provision of one new Dump Truck Body & Snow package for the Division of Parks.
 - d. Proposed Ordinance No. 16-2023, Authorizing the Mayor and Director of Finance to accept the proposal of Dave White Chevrolet for the provision of a new 2023 Chevrolet Silverado 5500HD Pickup Truck for the Division of Parks.
 - e. Proposed Ordinance No. 17-2023, Authorizing the Mayor and Director of Finance to accept the proposal of Kalida Truck Equipment, Inc. for the provision of one new Dump Truck Box, Plow and Salt Spreader for the Division of Streets.
12. Approval of one (1) City vehicle to be offered for auction on GovDeals.com.
13. Proposed Ordinance No. 18-2023, Authorizing the Mayor and Director of Finance, on behalf of the City of Sylvania, to enter into a 2-year collective bargaining agreement commencing January 1, 2023, with the Fraternal Order of Police/Ohio Labor Council, on behalf of the Sylvania Police Clerks.
14. Proposed Ordinance No. 19-2023, Authorizing the Mayor and Director of Finance to enter into an agreement with Connor Cytlak, City of Sylvania Police Officer.
15. Proposed Ordinance No. 74-2019, Authorizing the Mayor and Director of Finance to enter into an agreement with the Ohio Attorney General for the collection of unpaid income tax collection services.
16. Proposed Resolution No. 2-2023, A Resolution of the Council of the City of Sylvania establishing the Downtown Decorations Advisory Board; repealing Resolution No. 15-2009.
17. Confirmation of Mayor's appointment of John Monaghan to serve on the Audit Committee of Sylvania, Ohio.
18. Committee reports.
19. Committee referrals.

INFORMATION

- A.** 2022 Funds Report from Police Chief Danilynn Miller.
- B.** Fourth Quarter Management Report from Division of Vehicle Maintenance.

Minutes of the Meeting of Council
January 17, 2023

The Council of the City of Sylvania, Ohio met in regular session on January 17, 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; (7) present; (0) absent.

Roll call:
7 present.

Pledge of Allegiance to the United States of America led by Mr. McCann and Boy Scouts from Maplewood Elementary.

Pledge of Allegiance.

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

The following item has been added to the agenda:

Item #14a. Finance Committee meeting report.

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

Agenda approval.

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

Mr. Frye presented the January 3, 2023 meeting minutes. Mr. Frye moved, Mrs. Westphal seconded, that since the Mayor, members of Council, and others had been furnished copies of these minutes prior to this meeting, Council dispense with the reading of these minutes at this time, and the journal of the minutes of the regular meeting of January 3, 2023 be approved; roll call vote being: Hansen, Haynam, McCann, Richardson, Westphal, Frye, Stough; (7) yeas; (0) nays. The motion carried.

Approval of the January 3, 2023 meeting minutes.

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

Retiring Clerk of Council, Sharon Bucher, was presented a Proclamation by Mayor Stough for her outstanding years of service as Clerk of Sylvania City Council and as Finance Department Administrative Assistant.

Proclamation to retiring Clerk of Council, Sharon Bucher.

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

Sylvania Town Crier, Michael Lieber, gave a brief presentation on his 2022 Town Crier engagements.

Town Crier, Michael Lieber presentation.

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

Service Director’s report on ODOT LPA Local LET Project Agreement was placed on file. Mr. Richardson presented and read aloud by title only, proposed Ordinance No. 4-2023, a written copy of same having been previously furnished to each member of Council “Authorizing the Mayor and Director of Finance to enter into an Agreement

Ordinance No. 4-2023, “Authorizing Mayor & Dir. Of

Minutes of the Meeting of Council
January 17, 2023

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.” Mr. Richardson moved, Mr. Haynam seconded for passage of Ordinance No. 4-2023 as an emergency measure; roll call vote being: Westphal, Frye, Hansen, Haynam, Stough, McCann, Richardson; (7) yeas; (0) nays. The motion carried.

Finance to enter into agreement with State of Ohio...McCord Rd...resurfacing project...”

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

Service Director’s report on the Harroun Road/Ravine Drive/Flower Hospital Intersection Improvement Project was placed on file. Mr. Richardson presented and read aloud by title only, proposed Ordinance No. 5-2023, a written copy of same having been previously furnished to each member of Council “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.”; Mr. Richardson moved, Mr. Hansen seconded for passage of Ordinance No. 5-2023 as an emergency measure; roll call vote being: Frye, Hansen, Haynam, McCann, Richardson, Westphal, Stough; (7) yeas; (0) nays. The motion carried.

Ordinance No. 5-2023, “Accepting the proposal of WE Realty Solutions... ROW Acquisition Services...”

Mr. Richardson presented and read aloud by title only, proposed Ordinance No. 6-2023, a written copy of same having been previously furnished to each member of Council “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.”; Mr. Richardson moved, Ms. Stough seconded for passage of Ordinance No. 6-2023 as an emergency measure; roll call vote being: Frye, Hansen, Haynam, McCann, Richardson, Westphal, Stough; (7) yeas; (0) nays. The motion carried.

Ordinance No. 6-2023, “Accepting the proposal of American Property Analysts...”

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

Service Director’s report on vehicle purchases was placed on file. Mr. McCann presented and read aloud by title only, proposed Ordinance No. 7-2023, a written copy of same having been previously furnished to each member of Council “Authorizing the Mayor and Director of Finance to accept the proposal of 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.”; Mr. McCann moved, Mrs. Westphal seconded for passage of Ordinance No. 7-2023 as an emergency measure; roll call vote being: Frye, Hansen, Haynam, McCann, Richardson, Westphal, Stough; (7) yeas; (0) nays.

Ordinance No. 7-2023, “Authorizing... proposal of Brondes Ford for purchase 2 new 2023...trucks...”

Minutes of the Meeting of Council
January 17, 2023

The motion carried.

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

Mr. Frye moved, Mrs. Westphal seconded to approve the two City vehicles (2009 Ford Crown Victoria and 2006 Ford F-350 1 Ton) to be offered for auction on GovDeals.com; roll call vote being: Hansen, Haynam, McCann, Frye, Westphal, Richardson, Stough; (7) yeas; (0) nays. The motion carried.

Authorize 2 City vehicles to auction on GovDeals.com.

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

Mr. Frye presented and read aloud by title only, proposed Ordinance No. 8-2023, a written copy of same having been previously furnished to each member of Council, "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."; Mr. Frye moved, Mrs. Westphal seconded for passage of Ordinance No. 8-2023 as an emergency measure; roll call vote being: Frye, Hansen, Haynam, McCann, Richardson, Westphal, Stough; (7) yeas; (0) nays. The motion carried.

Ordinance No. 8-2023, "Authorizing donation of Datalux tablets to LCEMS..."

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

Mr. Frye presented and read aloud by title only, proposed Ordinance No. 9-2023, a written copy of same having been previously furnished to each member of Council, "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."; Mr. Frye moved, Mr. Hansen seconded for passage of Ordinance No. 9-2023 as an emergency measure; roll call vote being: Hansen, Haynam, McCann, Richardson, Westphal, Stough, Frye; (7) yeas; (0) nays. The motion carried.

Ordinance No. 9-2023, "Authorizing donation of 8 Sierra Wireless Airlink Modems to the Whitehouse Police Dept..."

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

Mr. Frye moved, Mrs. Westphal seconded to confirm the Mayor's appointment of Cathy McGuire to the Civil Service Commission for a term commencing on January 18, 2023 and expiring December 31, 2028; roll call vote being: Frye, Hansen, McCann, Stough, Haynam, Westphal, Richardson; (7) yeas; (0) nays. The motion carried.

Confirmation of Cathy McGuire to Civil Service Commission.

Minutes of the Meeting of Council
January 17, 2023

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

Mr. Frye reported on the Finance Committee meeting held on this date to discuss proposed Ordinance No. 101-2022, Amending the Codified Ordinances, Section 171.22 information on rental or leased property. Discussion on adding commercial property owners to this section occurred. Administration will work on modifications to this section

Mayor Stough stated all agenda items have been addressed.

Mr. Richardson moved, Mr. McCann seconded to adjourn at 8:20 p.m. Roll call vote being: Richardson, Westphal, Frye, Hansen, Stough, Haynam, McCann; (7) yeas; (0) nays.

Adjournment.

Clerk of Council

Mayor

Office of the Mayor

P roclamation

Whereas:

John R. Husman was first appointed to the Sylvania Civil Service Commission on January 14, 1993; and,

WHEREAS: John completed his 30th year of service on the commission at the expiration of his fifth term on December 31, 2022 and chose not to be re-appointed to a sixth term; and,

WHEREAS: as a member of the Civil Service Commission, Mr. Husman was instrumental in implementing the Police Cadet program, permitting online testing, and reviewing and approving updates to the Civil Service Rules and Regulations; and,

WHEREAS: Mr. Husman has selflessly donated his time and expertise and has provided outstanding contributions to the City of Sylvania through his service on the Civil Service Commission; and,

WHEREAS: together with his wife, former Sylvania City Councilmember Sandy Husman, has provided great service to many worthy community organizations and causes over the years.

NOW, THEREFORE, I, Craig A. Stough, Mayor, do hereby proclaim Monday, February 6, 2023 as:

JOHN R. HUSMAN 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 6th day of February, 2023.



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

7b.

ORDINANCE NO. 10- 2023

AUTHORIZING AN AGREEMENT WITH AMERICAN FIREWORKS MANUFACTURING CO. FOR THE INDEPENDENCE DAY CELEBRATIONS ON JULY 3, 2023 AND JULY 3, 2024 AT CENTENNIAL TERRACE AND QUARRY; AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO SIGN AN AGREEMENT FOR THE FIREWORKS DISPLAY WHICH WILL COST FORTY-FIVE THOUSAND DOLLARS (\$45,000) PER YEAR; AUTHORIZING A 50% DEPOSIT PAYMENT FOR EACH YEAR'S FIREWORKS DISPLAY DUE MARCH 1 OF EACH CALENDAR YEAR WHICH WILL BE SHARED BY THE CITY, SYLVANIA TOWNSHIP, COCA-COLA CORPORATION, THE SYLVANIA AREA JOINT RECREATION DISTRICT AND AREA BUSINESSES; AND DECLARING AN EMERGENCY.

WHEREAS, American Fireworks Company presented to representatives of the City of Sylvania, Sylvania Township and the Sylvania Area Joint Recreation District ("SAJRD") a contract providing for the furnishing, delivering and display of fireworks for the Sylvania Community on July 3, 2023 and July 3, 2024 in the amount of Forty-Five Thousand Dollars (\$45,000.00) annually, as set forth in said agreement, a copy of which is attached hereto; and,

WHEREAS, the total display will cost Forty-Five Thousand Dollars (\$45,000) per year with the City of Sylvania, Sylvania Township, Coca-Cola Corporation, the Sylvania Area Joint Recreation District and other area businesses all contributing to the cost of the fireworks display.

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

SECTION 1. That the Mayor and Director of Finance be, and they hereby are, authorized and directed to enter into the Contract with American Fireworks in the form and substance of forms attached hereto providing that American Fireworks will provide a fireworks display on July 3, 2023 and July 3, 2024, for a payment by the City to American Fireworks Company of Forty-Five Thousand Dollars (\$45,000) per year with the City making a 50% deposit payment annually by March 1, 2023 and March 1, 2024.

SECTION 2. That to provide funds for said fireworks, there is hereby appropriated from the **SPECIAL PROJECTS FUND** from funds therein not heretofore appropriated to **Account No. 110-7320-51294 - Community Programs**, the total sum of Forty-Five Thousand Dollars

(\$45,000.00) annually for the years 2023 and 2024 - it being understood that the City of Sylvania shall receive contributions from Sylvania Township, the Sylvania Area Joint Recreation District, the Coca-Cola Corporation and other area businesses to apply to the total contract price and when received will be credited to said Account.

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 contract should be authorized forthwith so as to assure the City of the Independence Day fireworks display scheduled for July 3, 2023 and July 3, 2024. 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:

Clerk of Council

APPROVED:

APPROVED AS TO FORM:

Mayor

Director of Law

Date

Display Date(s):

July 3, 2023
July 3, 2024

CONTRACT

Show No.

S-1108

THIS CONTRACT, prepared on the 19th day of January, 2023, and is by and between **AMERICAN FIREWORKS COMPANY**, Hudson, Ohio, as DISPLAY COMPANY and

THE CITY OF SYLVANIA, AN OHIO MUNICIPAL CORPORATION, WITH OFFICES AT 6730 MONROE STREET, SYLVANIA, OHIO 43560, as CLIENT

WITNESSETH: In consideration of the parties mutual covenants and the terms and conditions all of which are hereinafter stated in this contract, the DISPLAY COMPANY and CLIENT agree as follows:

DISPLAY COMPANY agrees to provide, deliver and display to and for the benefit of CLIENT a certain fireworks show along with operators to fire the display(s). DISPLAY COMPANY shall be responsible for any and all wages, expenses and workers compensation for any and all persons employed by DISPLAY COMPANY and will provide to the CLIENT public liability and property damage insurance in the amount of **\$10,000,000.00** combined single limit, and will add as additional insured the sponsor of the project, the property owner of the location, any property owner in the fallout zone, and any municipality where the display is being performed in or any municipality that requests additional insured status. All entities/individuals who appear on the certificate of insurance shall be deemed an additional insured per this contract, same having been approved and accepted by CLIENT for providing a fireworks display service at:

DISPLAY SITE: FOSSIL PARK – 5675 CENTENNIAL RD, SYLVANIA, OH 43560

on the following date(s):

DISPLAY DATES: JULY 3, 2023 and JULY 3, 2024

POSTPONEMENT DATES: JULY 5, 2023 and JULY 5, 2024

CLIENT agrees to pay DISPLAY COMPANY for said fireworks display(s) thereof, the sum of:

NINETY THOUSAND DOLLARS (\$90,000.00)

FORTY-FIVE THOUSAND DOLLARS (\$45,000.00) PER DISPLAY YEAR 2023 and 2024

This contract must be executed within THIRTY (30) days from date contract was prepared, listed in the first paragraph of the first page of this contract. If CLIENT does not return the signed contract within THIRTY (30) days of that date, this contract will be void and a new contract will need to be negotiated. **CLIENT agrees to pay the deposit for 2023 of TWENTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$22,500.00) by March 1, 2023 and the deposit for 2024 in the amount of TWENTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$22,500.00) by March 1, 2024. Upon receipt of invoice after the fireworks display for 2023 and 2024, CLIENT shall pay the balance of said display(s) on or before due date, by check made payable to AMERICAN FIREWORKS COMPANY and mailed to P.O. Box 1447, Hudson, Ohio 44236.**

The CLIENT shall be responsible for providing all security necessary to prevent spectators or other unauthorized persons in any area designated by the DISPLAY COMPANY. DISPLAY COMPANY shall provide a detailed site plan to the CLIENT and shall designate the areas where spectators and/or unauthorized persons are prohibited prior to the fireworks display(s). The CLIENT shall also provide sufficient security protection for the fireworks and equipment owned by the DISPLAY COMPANY prior to and after the fireworks display(s).

The DISPLAY COMPANY shall be responsible for an inspection of the display area and fall out zone for debris and other items related to the fireworks display. The CLIENT shall be responsible for cleanup of any and all refuse attributable to those persons at the fireworks display such as spectators, guests (whether invited or not). Additionally, CLIENT shall assume the liability and pay for any and all claims, demands, damages or any other request for reimbursement by any person, firm or entity for any damage as a result of the CLIENT's failure to provide proper security for the fireworks display site.

CLIENT shall be responsible for all permit fees and fire watch fees necessary to conduct fireworks display. DISPLAY COMPANY shall prepare and secure all permits associated with the fireworks display, advance the fees and list them on your final invoice.

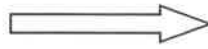


INITIALS: _____

AMERICAN FIREWORKS COMPANY
DISPLAY COMPANY

SYLVANIA RECREATION CORPORATION
CLIENT

ROBERTO SORGI, President



SIGNATURE OF REPRESENTATIVE/AGENT



PRINTED NAME

DATE

8a.



DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE DIRECTOR

February 6, 2023

To: The Mayor and Members of Sylvania City Council

Re: **Contract for Engineering Support During Construction
LUC-CR 4-9.77 (PID 109598)**

Dear Mr. Mayor and Council Members:

On July 15, 2019 City Council authorized the Service Department to enter into an agreement with DGL Consulting Engineers, LLC to provide engineering services for LUC-CR 4-9.77 (PID 109598) project (Ord. 60-2019). This is a safety improvements project at the intersection of Monroe Street & Harroun Road. The cost of the contract was \$276,373.

With design engineering complete the Service Department requested a proposal from DGL to provide engineering support during construction. The anticipated services to be rendered by DGL during construction consist of responses to contractor's request for information, shop drawing review, and the preparation of record drawings once the project is complete. The engineering support proposal received from DGL is in the amount of \$10,000 and would be based upon their actual hours used subject to the rate structure provided in their proposal.

We would recommend approval of the proposal from DGL in the amount of \$10,000 with funds coming from account number 401-7610-53503. Please call if you should have any questions.

Sincerely,

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

86.

ORDINANCE NO. 11-2023

ACCEPTING THE PROPOSAL OF DGL CONSULTING ENGINEERS, LLC TO PROVIDE ENGINEERING SUPPORT DURING CONSTRUCTION OF THE MONROE & HARROUN INTERSECTION IMPROVEMENT PROJECT; APPROPRIATING FUNDS THEREFORE IN THE AMOUNT OF \$10,000; AND DECLARING AN EMERGENCY.

WHEREAS, Ordinance No. 60-2019, passed July 15, 2019, authorized the Mayor and Director of Finance to enter into an Agreement with DGL Consulting Engineers, LLC to provide engineering services for the Monroe & Harroun Intersection Improvement Project; and,

WHEREAS, the Director of Public Service requested a proposal from DGL Consulting Engineers, LLC (“DGL”) to provide engineering support during construction which would include shop drawing review, responses to contractor’s request for information and the preparation of record drawings upon project completion; and,

WHEREAS, the Director of Public Service, by report dated February 6, 2023, has recommended that the proposal of DGL in the amount of \$10,000 for engineering support services for the Monroe & Harroun Intersection Improvement Project be approved and accepted.

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

SECTION 1. That the proposal of DGL Consulting Engineers, LLC in the amount of Ten Thousand Dollars (\$10,000.00) for providing engineering support services for the Monroe & Harroun Intersection Improvement Project, is hereby approved and accepted.

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

SECTION 3. That to provide funds for said engineering services hereby authorized, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore appropriated to **Account No. 401-7610-53503 – Street Improvements** the amount of Ten Thousand Dollars (\$10,000.00).

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 the City should provide for the engineering support services during the construction of the Monroe & Harroun 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



PROVIDING
CIVIL ENGINEERING
SOLUTIONS SINCE 1926

TRANSPORTATION

TRAFFIC / SAFETY

FACILITY / SITE
DEVELOPMENT

SURVEY

CONSTRUCTION
SERVICES

January 26, 2023

Joseph E. Shaw, PE, PS
Deputy Director
City of Sylvania
6730 Monroe Street
Sylvania, Ohio 43560

Re: LUC-CR4-9.77 On-Going Services

Dear Mr. Shaw:

DGL Consulting Engineers, LLC (DGL) was pleased to complete the plans for the Monroe Street and Harroun Road Intersection Improvement (PID 109598, LUC-CR4-9.77). This proposal is in response to your request for Construction Phase services. It is our understanding that tasks could include providing response to Construction Phase questions and to review shop drawings as requested.

DGL request \$10,000 for this Construction Phase Services and will be invoiced based on the actual time and expenses incurred. A DGL billing rate schedule is attached.

Thank you for the opportunity to serve the City of Sylvania. Please contact me directly should you have any questions related to the material included herein.

Sincerely,
DGL Consulting Engineers, LLC

Richard J. McGuckin, PE, CPESC
Principal, Director of Transportation
T: 419.535.1015 | C: 419.343.5857 | E: rmcguckin@dgl-ltd.com
3455 Briarfield Blvd, Suite E | Maumee, Ohio 43537

DGL Project 19154

Accepted by: City of Sylvania

Maumee, Ohio
419.535.1015

Wauseon, Ohio
419.330.1360

Dublin, Ohio
614.356.7150

Kent, Ohio
330.328.3621

dgl-ltd.com

Signature / Date

Signature / Date

Printed Name / Title

Printed Name / Title

Signature indicates the authority to bind the company to the terms herein



DGL Consulting Engineers, LLC
Providing civil engineering solutions since 1926.

BILLING RATE SCHEDULE – CALENDAR YEAR 2023

Personnel Category	Hourly Billing Rate
Expert Witness, Professional Engineer	\$400.00
Expert Witness, Professional Surveyor	\$260-\$335 (~1.5x rate)
Principal, Professional Engineer	\$260.00
Senior Project Manager	\$230.00
Project Manager	\$195.00
Principal Professional Surveyor	\$210.00
Senior Professional Surveyor	\$200.00
Professional Surveyor	\$175.00
Senior Professional Engineer	\$150.00
Professional Engineer	\$130.00
Senior Engineer	\$115.00
Engineer	\$105.00
GIS / Planner	\$100.00
Senior CADD/Technician	\$130.00
Staff CADD/Technician	\$95.00
Staff Support Senior Administrator	115.00
Staff Support – Administrator	\$85.00

Field Survey Crew	Hourly Rate
1-Person, w/ Equipment Included	\$135.00
1-Person, w/ Utility Locating Equipment	\$190.00
2-Person, w/Equipment Included	\$160.00
3-Person, w/Equipment Included	\$285.00

Direct, Non-Salary Cost Schedule				
Mileage	\$0.58*/mile		Parking / Tolls	Actual Cost
Copies	\$0.20/page		Travel	Actual Cost
Plots	\$2.00/sheet		Postage	Actual Cost
			Outside Printing	Actual Cost

Effective Date: 01/18/2023

*Some projects have separate rates

9a.



DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE DIRECTOR

February 6, 2023

To: The Mayor and Members of Sylvania City Council

Re: **LUC-MONROE ST & SILICA DR UPRD (PART I)**
LUC-SILICA DRIVE BRIDGE REPLACEMENT (PART II), PID 107489
CONSTRUCTION MANAGEMENT SERVICES
CONSULTANT LETTER OF INTEREST (LOI) AWARD

Dear Mr. Mayor and Council Members:

At the December 5, 2022 meeting City Council authorized the Service Department to request Letters of Interest (LOI's) from consultants to provide construction management services for the roadway and bridge replacement project on Monroe Street and Silica Drive.

During the solicitation we received one LOI from one (1) consultant, American Structurepoint, Inc. American Structurepoint was recently selected for the same scope of services on the Monroe Street and Harroun Road safety project (LUC-CR 4-9.77, PID 109598). Subsequently, the Service Department entered into scope of services and fee negotiations with American Structurepoint. We have completed those negotiations and American Structurepoint, Inc. has prepared a proposal in the amount of \$498,080 to complete the scope of services.

This is a Local Public Agency (LPA) project with the Ohio Department of Transportation (ODOT). As such the Service Department has coordinated the scope of services and fee proposal with ODOT District 2 and both entities are ready to move forward. In addition, \$113,056 in Ohio Municipal Bridge grant funds are eligible and anticipated to be used towards this expense.

This is an appropriated item in the 2023 budget, fund 401-7610-53503. We would recommend approval of the proposal in the amount of \$498,080 with American Structurepoint, Inc. 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

9b.

ORDINANCE NO. 12-2023

ACCEPTING THE PROPOSAL OF AMERICAN STRUCTUREPOINT, INC. TO PROVIDE CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE MAPLEWOOD AVENUE RECONSTRUCTION PROJECT; APPROPRIATING FUNDS THEREFORE IN AN AMOUNT NOT TO EXCEED \$79,194; AND DECLARING AN EMERGENCY.

WHEREAS, the plans for the Maplewood Avenue Reconstruction Project are complete and are now on file with the Clerk of Council; and,

WHEREAS, the plans provide for reconstructing the existing composite pavement with new asphalt pavement from the railroad tracks to Main Street, replacing the existing 8” waterline between the railroad tracks and Richard Becker Place as well as installing new storm sewer, sidewalks, decorative street light replacements and streetscape elements; and,

WHEREAS, the Director of Public Service, by report dated February 7, 2022, has received a proposal from American Structurepoint, Inc. to provide construction engineering and inspection services on the project at a cost of \$79,194, and the Director of Public Service has recommended approval of that proposal.

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 Structurepoint, Inc. in the amount of Seventy-Nine Thousand One Hundred Ninety-Four Dollars (\$79,194.00) to provide construction engineering and inspection services for the Maplewood Avenue Reconstruction Project, is hereby approved and accepted.

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

SECTION 3. That to provide funds for said engineering and inspection 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** an amount not to exceed Seventy-Nine Thousand One Hundred Ninety-Four Dollars (\$79,194.00).

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 construction engineering and inspection services should commence at the earliest possible time and therefore this Ordinance should be effective immediately. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2023, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date



AMERICAN
STRUCTUREPOINT
INC.

600 SUPERIOR AVENUE EAST, SUITE 1305
CLEVELAND, OHIO 44114
TEL 216.302.3694

January 20, 2023

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

RE: Fee Proposal for Consulting Services
PID 107489
LUC-Monroe Street/Silica Drive; LUC-Silica Drive Bridge
Construction Inspection, Administration and Material Testing Services

Dear Mr. Shaw:

American Structurepoint appreciates the opportunity to be of service to the City of Sylvania. Please find enclosed a copy of our fee proposal for construction administration, inspection and materials testing for the above-referenced project. The enclosed fee of \$498,080.00 is based on estimated costs for American Structurepoint to provide these services. An estimate of direct costs for materials testing by TTL Associates is included.

If you have any questions concerning the fee proposal, or if you need any additional information, please contact our Project Manager, Darren Schimmoeller, at your earliest convenience. Darren can be reached via phone at (419) 302-1745 or by email at dschimmoeller@structurepoint.com.

Very truly yours,
American Structurepoint, Inc.

Darren Schimmoeller, PE
Director of Development, Ohio Construction

Enclosures

DJS:djs

TABLE OF CONTENTS

Narrative.....Page 1

Proposal Cost Summary/Man-hour Justification.....Page 2

Hourly Rate Calculations.....Page 6

Proposed Overhead and Cost of Money Rates.....Page 7

City of Sylvania Scope of Services.....Appendix A

PROJECT NARRATIVE

CONSTRUCTION ADMINISTRATION AND INSPECTION

LUC-Monroe Street/Silica Drive; LUC-Silica Drive Bridge

The scope of services will include all the services shown in the City of Sylvania Construction Administration, Inspection, and Materials Management Scope of Services included in Appendix A. American Structurepoint, Inc., will perform the following services necessary to provide the construction administration, inspection, and materials management for this project.

CONSTRUCTION INSPECTION TASKS

The following tasks will be performed for each stage of the construction project. Note: Durations are based on schedule information taken from the Scope of Services and input from the City of Sylvania.

1. Preconstruction Activities

Preconstruction activities will include taking preconstruction photos, conducting the preconstruction meeting, providing preconstruction meeting minutes, public involvement (as requested), plan, specification and shop drawing review, and PM software project setup. We anticipate the preconstruction activities will last for a period of 2 weeks. Anticipated labor includes the PM/CE2 at 6 hours/week, Inspector 1 at 32 hours/week, and Inspector 2 at 10 hours/week.

2. Construction Activities

Construction activities will include complete construction administration, inspection, and materials management of the project from the first day of work through the final acceptance. We anticipate 36 weeks of actual construction activities and the labor for the PM/CE2 to be 8 hours/week, Inspector 1 at 48 hours/week, and Inspector 2 at 44 hours/week.

3. Post-Construction Activities

Post-construction activities will include all required project closeout documentation, as well as preparation of the final construction record to meet ODOT LPA guidelines. We anticipate the post-construction activities will last for a period of 4 weeks for the PM/CE2 at 6 hours/week and for Inspector 1 at 20 hours/week. Inspector 2 would be involved for 1 week at 16 hours/week.

PROJECT DELIVERABLES

The project deliverables will include all required engineering, supervision, inspection, materials management, and documentation services in accordance with the Ohio Department of Transportation (ODOT) "Construction and Material Specifications." All construction engineering, inspection, and materials management services will be provided in accordance with the Construction Contract Administration Chapter of ODOT's Local Public Agency (LPA) procedures manual.

PROJECT MANAGEMENT

The American Structurepoint project manager will coordinate the work and provide oversight to keep the construction inspection tasks on schedule and within budget. A budget update will be provided to the City semi-monthly.

**INSPECTION FEE JUSTIFICATION
MANHOURS BY CLASSIFICATION**

OWNER: City of Sylvania
DESCRIPTION: LUC-Monroe Street_Silica Drive
PID NUMBER: 107489
CONTRACTOR: TBD
AWARD DATE: February 6, 2023
NOTICE TO PROCEED: TBD
SUBSTANTIAL COMPLETION DATE: November 24, 2023
FINAL COMPLETION DATE: December 22, 2023

PRECONSTRUCTION ACTIVITIES:	3/6/2023	to	3/17/2023	=	2.00 weeks
CONSTRUCTION ACTIVITIES	3/20/2023	to	11/24/2023	=	36.00 weeks
POST-CONSTRUCTION ACTIVITIES:	11/27/2023	to	12/22/2023	=	<u>4.00 weeks</u>
	Total weeks			=	42.00 weeks

The following pages (manhour justification and fee estimate) are based on the above construction schedule. Any delay or extension in the construction that significantly extends the completion date shown above may require an extension to this Agreement and an increase in the estimated fees.

LABOR

PM/CE2

Preconstruction Activities	2 weeks	@	6 hours/week	=	12 hours
Regular time:	36 weeks	@	8 hours/week	=	288 hours
Post-construction Activities	4 weeks	@	6 hours/week	=	24 hours
PM/CE2 TOTAL HOURS				=	324 hours

Inspector 1

Preconstruction Activities	2 weeks	@	32 hours/week	=	64 hours
Regular time:	36 weeks	@	40 hours/week	=	1,440 hours
Overtime (20%)	1,440	@	20.0%	=	288 hours
Post-construction Activities	4 weeks	@	20 hours/week	=	80 hours
Inspector 1 TOTAL HOURS				=	1,872 hours

Inspector 2

Preconstruction Activities:					
Regular Time:	2 weeks	@	10 hours/week	=	20 hours
Construction Activities:					
Regular Time:	36 weeks	@	40 hours/week	=	1,440 hours
Overtime (10%)	1,440	@	10.0%	=	144 hours
Post-Construction Activities:					
Regular Time:	1 weeks	@	16 hours/week	=	16 hours
Inspector 2 REGULAR HOURS				=	1,476 hours
Inspector 2 OVERTIME HOURS				=	144 hours

Direct Expenses:

Daily vehicle use:

Daily Vehicle Use CE2:	36 weeks	@	-	days/week	=	-	days
Daily Vehicle Use Inspector 1:	38 weeks	@	5	days/week	=	190	days
Daily Vehicle Use Inspector 2:	38 weeks	@	5	days/week	=	190	days
				Total Days	=	380	days

Equipment Usage:

Nuclear compaction gauge	4 weeks	@	5	days/week	=	20	days
Concrete test kit	8 weeks	@	3	days/week	=	24	days

**INSPECTION FEE SUMMARY
CONSTRUCTION INSPECTION SERVICES**

CLIENT: City of Sylvania
DESCRIPTION: LUC-Monroe Street_Silica Drive
PID NUMBER: 107489

	<u>Rate</u>	<u>Units</u>	<u>Fee</u>
CE2	\$ 228.00	324	\$ 73,872.00
Inspector	Regular time: \$ 116.00	1,584	\$ 183,744.00
	Overtime: \$ 135.00	288	\$ 38,880.00
Inspector 2	Regular time: \$ 98.00	1,476	\$ 144,648.00
	Overtime: \$ 114.00	144	\$ 16,416.00
Daily Vehicle Use	\$ 49.00	380	\$ 18,620.00
Nuclear compaction gauge	\$ 35.00	20	\$ 700.00
Concrete test kit	\$ 15.00	24	\$ 360.00
SUB-TOTAL INSPECTION FEE			\$ 493,080.00
MATERIALS TESTING AND LAB SERVICES			\$ 5,000.00
TOTAL FEE			\$ 498,080.00

Hourly Rate Calculations

Instructions - Insert information in yellow highlighted cells only. On Sheet 2, input information to determine rates per classification. Hourly rates will be calculated automatically.

Last Revised
11/10/16

Agreement No.:
C-R-S:
Firm Name:

LUC-Monroe Street Silica Drive
American Structurepoint, Inc.

Company Overhead:	185.96%
Average Overhead:	158.08%
Cost of Money:	0.23%
Net Fee %:	10%
The company records OT premium as:	ODC
Does the company anticipate billing overtime?	Yes

Classification	1.5X OT?	Avg. Raw Rate	Overhead	C.O.M	Net Fee	Computed Straight Time/OT Exempt Billing Rate ¹	Computed Overtime Billing Rate ^{1,2}
PM/CE2	No	\$73.00	\$135.75	\$0.17	\$18.84	\$228	N/A
Inspector 1	Yes	\$37.25	\$69.27	\$0.09	\$9.61	\$116	\$135
Inspector 2	Yes	\$31.50	\$58.58	\$0.07	\$8.13	\$98	\$114
	0 Yes					N/A	
	unknown					N/A	
	unknown					N/A	
	unknown					N/A	
	unknown					N/A	
	unknown					N/A	
	unknown					N/A	
	unknown					N/A	
	unknown					N/A	

¹ Note: Rounded the nearest dollar.

² Note: Inclusive of overtime premium, if company classifies OT premium as an other direct cost.
rev. 11/9/2016



OHIO DEPARTMENT OF TRANSPORTATION

CONSULTANT INDIRECT COST RATE APPROVAL CERTIFICATE NO.: 06042022-SPG-01

Based on ODOT's audit risk assessment procedures, we have performed a limited review of your company's cost submission. ODOT approves use of the following rate(s) on contracts that are partially or fully reimbursed using the cost-plus-fixed-fee contract type.

Company Name:	AMERICAN STRUCTUREPOINT, INC.
Based on Actual Costs Incurred for Company's Year Ended:	12/31/2021
Effective Date (Approval Date):	06/04/2022

APPROVAL TYPE:

This approval is granted based on a limited, correspondence desk review of your company's cost submission, including the computation of indirect cost rate(s) and Facilities Capital Cost of Money (FCCM) rate(s), if applicable. This approval does not constitute an audit or cognizant review, and ODOT reserves the right to make further inquiries regarding submitted costs and to perform more extensive review procedures or audit testing at any time.

CONCLUSION: The following rates were accepted as submitted:

Corporate Indirect Cost Rate:	185.96%
Facilities Capital Cost of Money Rate:	0.23%
Facilities Capital Cost of Money Rate (Home Office):	0%

OVERTIME PREMIUM: Based on the information submitted by your company:

- All overtime premium is allocated to the indirect cost pool; accordingly, overtime premium is not eligible as a direct charge to contracts.
- Project-related overtime premium is allocated to direct cost objectives and is allowable as a direct charge to applicable contracts.
- No overtime premium was incurred during the audit period.
- Your company has not established a policy for allocating and billing these costs. As your company works toward establishing an indirect cost rate compliant with Part 31 of the Federal Acquisition Regulation, you must establish a policy for allocating and billing overtime premium.

NOTE:

The approved rates are for use for billings and cost proposals on contracts funded by the State of Ohio and/or Federal sources, including projects for ODOT and Ohio Local Public Agencies (LPAs). The above rates are based on the most recent cost information your Company submitted to ODOT. As more current cost information becomes available, it must be submitted through the ODOT PreQ system. The submittal is due no later than **six months** after the close of your Company's fiscal year (July 1 for all companies with a December 31 fiscal year end). See detailed requirements at <https://www.transportation.ohio.gov/wps/portal/gov/odot/working/publications/audit-consultant>. Failure to submit timely may result in the loss of your ODOT prequalification.

Approved by:

Scot P. Gormley

ADMINISTRATOR

ODOT OFFICE OF EXTERNAL AUDITS (OEA)

1980 West Broad Street, Mail Stop 2140, Columbus, OH 43223

Phone: 614.644.0384

Cell/Text: 614.949.8981

[Transportation.Ohio.gov](https://www.transportation.ohio.gov)



OHIO DEPARTMENT OF TRANSPORTATION

APPENDIX A

**City of Sylvania
Scope of Services**

**CITY OF SYLVANIA
CONSTRUCTION ADMINISTRATION, INSPECTION, AND MATERIALS
MANAGEMENT SCOPE OF SERVICES**

Project Specific Services

Project Name	LUC-Monroe St & Silica Dr LUC-Silica Drive Bridge Replacement
PID	107489
Project Description	Part I Upgrade and widening of the intersection of Monroe Street and Silica Drive including new asphalt pavement, concrete walk, curbing, drainage, earthwork, pavement markings and traffic signal replacement. Project also includes upgrading the at-grade crossing with Norfolk Southern Railroad. Part II Removing the existing bridge and pedestrian bridge on Silica Drive over Tenmile Creek and replacing with a three-span prestressed composite concrete box beam superstructure with reinforced concrete deck on cap and column piers on semi-integral concrete abutments, and necessary approach work.
Work Description	Project Inspector, Traffic Signal & Lighting Inspector, Soils and Aggregate Inspector, Construction Engineer Level 2, Construction Management Firm
Scope of Services Meeting Date	TBD

I. GENERAL REQUIREMENTS

Provide services in accordance with ODOT's Construction Administration Manual of Procedures, 2017 or latest revision.

II. SCOPE OF WORK

Provide a project team including personnel that meet the following prequalification categories:

ODOT Prequalification Category	Approximate Number Required	Notes
Project Inspector	1	It is acceptable if a consultant employee meets the need for multiple prequalification categories
Structures Inspector	1	
Traffic Signals & Lighting Inspector	1	As needed
Soils & Aggregate Inspector	1	As needed
Construction Engineer Level 2	1	

Non-Prequalified Personnel	Approximate Number Required	Notes
Documentation Clerk	0	It is anticipated that Project Inspector and Construction Engineer Level 2 employees can provided all documentation needs for the project

The services may include:

A. Construction Contract Administration Duties

The performance of engineering and supervisory duties, administration, inspection and materials management required in the administration of a Federal Aid construction contract, as defined in the Ohio Department of Transportation (ODOT) Construction Inspection Manual of Procedures, and in accordance with the Construction and Materials Specifications (CMS), and construction contract specific requirements.

The table below includes the specific services required for this agreement.

PRIMARY TASK	ODOT Oversight	Responsibility		NOTES
		LPA	CONSULTANT	
POST AWARD				
Preconstruction Conference	X	X	X	Consultant will coordinate and run meeting with assistance from the City and ODOT in attendance
ACTIVE PROJECT ADMINISTRATION				
Daily Field Engineering and Inspection	X		X	
MATERIALS MANAGEMENT, TESTING AND CERTIFICATION				
Asphalt, Concrete & Aggregate Producer/Supplier Monitoring	X			
Asphalt, Concrete & Aggregate Field Testing			X	
Field Inspection of Materials from ODOT Certified Sources			X	
Monitoring and Documentation of Materials Management Process	X		X	
PROJECT DOCUMENTATION				

Daily Diaries			X	
Documentation of Quantities, Completed & Accepted			X	
Monitoring of Project Documentation	X	X	X	A documentation review meeting will be held at the end of the project with the ODOT D2 LPA Construction Manager. Consultant responsible for GoFormz and Sharepoint data entry with LPA oversight.
ACTIVE PROJECT MANAGEMENT				
Progress Meetings	X	X	X	
Schedule Tracking and Updates	X	X	X	
PAYMENT & REIMBURSEMENTS				
Contractor Payment		X		
Summary of Progressive Payment			X	
Invoice and Reimbursement Preparation			X	
Review and Approval of Reimbursement Request	X	X	X	Consultant to review and recommend approval. The City will issue final approval and issue payment and LLS&PI to ODOT D2
CONTRACT CHANGES				
Negotiation and Preparation of Change Orders		X	X	Consultant and City involved in negotiating. Consultant prepares and reviews Change Orders
Concurrence on significant Change Orders for Reimbursement	X	X	X	
CLAIMS MANAGEMENT				
Claims Negotiation and Approval of Resolution		X		
Approval of Funding for Resolution	X	X		
Monitoring and Documentation of Claims Management Process	X	X	X	
PREVAILING WAGE COMPLIANCE				
Wage Interviews, Payroll Reviews		X	X	Consultant lead, LPA support

Resolution of Underpaid Wages		X	X	Consultant lead, LPA support
Monitoring and Documentation of Prevailing Wage Compliance Process	X	X	X	
EEO AND DBE CONTRACT COMPLIANCE				
EEO/DBE Contract Requirements		X	X	
Bulletin Board Monitoring			X	
Review and Approval of Contractor DBE Waivers	X		X	
Commercially Useful Function Reviews		X	X	Consultant lead, LPA oversight
Monitoring and Documentation of LPA's EEO and DBE Compliance Process	X		X	The consultant will prepare all EEO/DBE reports and sign. Reports will be submitted to the City for signature. The City will then submit to ODOT D2
PROJECT FINALIZATION				
Final Inspection and Acceptance	X	X	X	ODOT D2 LPA Construction Manager will attend a final project walk through to be set up by the consultant
Resolution of Punch list Items			X	
Agreement of Final Quantities, Payment		X	X	
Final Payment to Contractor, Release of Responsibility		X		
Preparation of Project Closeout Documents			X	
Review and Approval of Finalization Documents	X	X	X	
Completion of LPA Contract Administration Evaluation	X	X	X	The consultant shall be present for documentation reviews by ODOT D2 LPA Construction Manager

B. Inspection/Testing Equipment as listed below:

Inspection/Testing Equipment	Approximate Number Required	Notes
Nuclear Density Gauge and related tools.	1	
Concrete Control Kit to perform tests ASTM C-231, ASTM C-173, ASTM C-138 and ASTM C-143.	1	

The type and number of vehicles, either cars or trucks, for use on-site.	1	Inspector vehicle
--	---	-------------------

C. If included above or requested in writing, provide a documentation clerk as follows:

1. Job Duties

Performs specialized clerical tasks (e.g. searches records, gathers & organizes data, information & summarizes in preliminary reports; checks accuracy, clarifies discrepancies & certifies final data, possesses Microsoft Word and spreadsheet skills to produce basic reports and basic data entry). Performs general clerical tasks (e.g. maintains files; sorts and routes mail; answers phones, greets visitors; orders & stocks supplies; maintains calendar; makes copies; prepares materials for mailing; schedules meetings). Prepares and maintains construction project records and reports by entering information into SiteManager (e.g. prepares daily construction diaries by compiling information from the inspectors reports, prepares monthly project status reports, compiles data from records for accurate submission of contract information. Performs other miscellaneous duties as assigned by the Project Engineer.

2. Qualifications

- a. High school diploma or GED.
- b. Formal education in arithmetic that includes addition, subtraction, multiplication, division, fractions, percentages & decimals, reading, writing and speaking common English vocabulary.
- c. Two (2) years training and/or experience in office practices and procedures, including use of Microsoft Word and spreadsheets.

III. COMPENSATION

- A. The City of Sylvania shall make payment based on actual hours worked by the Consultant's employees, excluding sick leave, personal leave, and vacation. Payment for holidays will not be made unless the Consultant is required to work; in such case, the holiday will be considered a regular work day and will be paid at the regular hourly rate, unless the forty (40) hour work week requirement has been met as described in the following Paragraph (B). Work in excess of forty (40) hour work week must be approved by the City of Sylvania prior to being incurred.
- B. If applicable, overtime will be paid for all hours worked over a total of forty (40) on a weekly basis, including core working hours and eligible driving time. Payment for eligible overtime shall be commensurate with the Consultant's personnel policies. Specifically, companies that treat overtime premium as a direct cost may bill directly for overtime plus any applicable premium rate (e.g., time and a half for each hour of overtime worked). Conversely, companies that treat overtime premium as an indirect cost (overhead) must bill/invoice overtime hours at the straight-time pay rate.

IV. INVOICING

The Consultant shall submit an invoice each month. ODOT's standard invoice form shall be used.

V. CONSULTANT STAFF REQUIREMENTS

The Consultant shall assign only qualified personnel to the project. The Consultant shall remove any employee who, in the determination of the City of Sylvania, does not perform the work in accordance with the Manual of Procedures, the Construction and Materials Specifications (CMS), and construction contract specific requirements.

Should the Consultant fail to remove the employee or employees as required, or fail to furnish suitable and sufficient personnel for proper performance of the work, the City of Sylvania may withhold payment of invoices submitted by the Consultant until corrective measures are taken. If the Consultant fails to comply, the City of Sylvania may make a finding to that effect and so notify the Consultant in writing that the Agreement is terminated in accordance with Section 2.41 of the *Specifications for Consulting Services, 2016 Edition*.

VI. REPORT-IN LOCATIONS AND TRAVEL REGULATIONS

The report-in location for Consultant personnel shall be the project field office or a location at the project site designated by the City of Sylvania. No compensation will be provided for commuting to and from the report-in location. Consultants that provide leased or company owned vehicles for use on site shall be compensated on a daily rate basis. If company owned vehicles are provided, the Consultant's indirect cost pool shall be credited for the daily rate reimbursement.

VII. SERVICES BY THE CITY OF SYLVANIA

- A. The City of Sylvania will make available to the Consultant the necessary plans, specifications, copy of the proposal and other documents as required.
- B. The City of Sylvania will provide the Consultant with documentation requirements including inspection report forms needed for computation, reporting, record keeping and field testing.

VIII. ODOT CONSTRUCTION INSPECTION/ADMINISTRATION PREQUALIFICATION POLICY - REQUIREMENTS FOR INTERIM WORK STATUS

In an effort to assist individuals in becoming prequalified with ODOT to provide construction inspection and administration services, the City of Sylvania will allow individuals that lack only the experience requirement to work on an interim basis. In this way, individuals that meet the Degree/Certifications requirements can gain experience towards full prequalification. In this type of arrangement, the prime consulting firm will remain responsible for the quality of the work, and must actively supervise the individual and monitor the work being performed. This process is limited to the following prequalification categories and subject to the requirements listed below.

- A. Project Inspector

1. The individual must meet all Degree/Certifications requirements except that Level 1 NICET certification is acceptable. Level 2 NICET certification will still be required for full prequalification.
2. The individual must work under the direct supervision of a Construction Engineer Level 2 on a project that includes at least one other prequalified project inspector working on a full time basis.

When submitting a letter of interest for a project in which this arrangement is proposed, the firm must list employees proposed to work on this basis and demonstrate that the above requirements have been met.

10a.



DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE DIRECTOR

February 6, 2023

To: The Mayor and Members of Sylvania City Council

Re: **Speed Hump Policy**

Dear Mayor and Council Members:

We have provided proposed amendments to our existing Speed Hump Policy for your review and approval. Please call if you have any questions. Thank you.

Sincerely,

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

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

ORDINANCE NO. 13-2023**AMENDING THE CRITERIA FOR THE INSTALLATION OF SPEED HUMP TRAFFIC CONTROLS IN CITY STREETS AS INITIALLY APPROVED BY ORDINANCE NO. 63-92 AND AMENDED BY ORDINANCE NOS. 82-93, 68-98 AND 66-2005 TO ESTABLISH THE PROCEDURE FOR REPLACING SPEED HUMPS THAT HAVE BEEN REMOVED AS PART OF A STREET IMPROVEMENT PROJECT; AND DECLARING AN EMERGENCY.**

WHEREAS, Ordinance No. 63-92, passed July 6, 1992, established the procedure under which speed hump traffic controls would be considered by Council and their installation authorized, established the form of petition to be submitted by residents for speed hump traffic control general information and considerations for installing and criteria to be considered, as set forth in said Ordinance as “Exhibit B”; and,

WHEREAS, said Ordinance No. 63-92, as one of the criteria to be considered in recommending speed hump installation, established a minimum of 70% of the residents on the street to be necessary signatories on the petition for installation of speed humps; and,

WHEREAS, Ordinance No. 82-93, passed July 7, 1993, amended the procedure and criteria which was set forth on “Exhibit B” attached to Ordinance No. 63-92 to provide for a minimum of 75% of the residents on the street to be necessary signatories on the petition for installation of speed humps; and,

WHEREAS, Ordinance No. 68-98, passed July 6, 1998, amended the criteria for the installation of speed hump traffic controls in city streets as initially approved by Ordinance No. 63-92 and amended by Ordinance No. 82-93 to require that 80% of the residents on the street requesting speed humps must sign the petition for installation of speed humps; and,

WHEREAS, Ordinance No. 66-2005, passed October 3, 2005, amended the criteria for the installation of speed hump traffic controls in city streets as initially approved by Ordinance No. 63-92 and amended by Ordinance Nos. 82-93 and 68-98 to amend the procedure for the re-installation of speed humps after a road is resurfaced or replaced and the speed humps are removed in conjunction with the road improvement, the residents of the city street must submit a new petition to determine if speed humps should be reinstalled; and,

WHEREAS, the Director of Public Safety/Service, in a report dated February 6, 2023, has recommended that additional changes to the Speed Hump Policy be adopted as set forth on the attached "Exhibit A."

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

SECTION 1. That the City of Sylvania Speed Hump Traffic Control General Information - Consideration for Installing and Criteria to be Considered, in allowing or disallowing a petition for a speed hump traffic control and the installation of same approved and adopted as set forth on "Exhibit B" to Ordinance No. 82-93, is hereby amended to be as set forth on "Exhibit A" attached to this Ordinance.

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 criteria for filing of a petition for speed humps for the safety of residents on residential streets should be amended effective immediately. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise,

it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2023, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

**CITY OF SYLVANIA
POLICY - SPEED HUMPS**

I. CRITERIA

A. PETITION - A petition, signed by 80% or more of the ~~residents-property~~ owners of the effected city street requesting installation of speed humps, must be submitted to the Clerk of Council. The receipt of a proper petition will initiate a traffic study to be done by the city to determine if the petitioned street meets the established criteria for speed hump installation. The petition for speed hump installation shall contain the following information:

Formatted: Font color: Blue

~~A.~~

Formatted: Font: 12 pt, Bold, Font color: Black

Formatted: Indent: Left: 1.1", No bullets or numbering

1. The name of the street the speed humps are being requested for.
2. The portion of the street to be considered, i.e. from - to using house addresses; from an intersection to another intersection, etc. Note: it is best to use natural boundaries such as intersections to bracket the requested area. Small portions of a city block will not be considered for speed hump installation.
3. Names, addresses and signatures of the property owners or residents of the portion of the street that the speed humps are being requested for.

B. RESIDENTIAL STREET - Speed humps will only be considered for installation on residential streets with a posted speed limit of twenty-five (25) mph or less.

C. AVERAGE DAILY TRAFFIC (ADT) - The average daily traffic must be above or approaching 1000 vehicles per day.

1. Following receipt of a proper petition, as outlined in section A and B above, the city will conduct a traffic count on the petitioned street to determine the ADT and the 85th percentile speed.

D. EXISTENCE OF A SPEEDING PROBLEM - A speeding problem must exist as indicated by an 85th percentile speed exceeding the 25 mph speed limit by a minimum of ten (10) mph. The 85th percentile speed must be 35 mph or greater.

- I. The 85th percentile speed is the speed at which or below 85% of the vehicles are traveling.
2. Example of the 85th percentile for clarification. The traffic count identifies the 85th percentile speed is 38 mph. This means that 85% of the vehicles counted were traveling 38 mph or slower, which means that 15% of the vehicles counted were traveling faster than 38 mph.

II. APPROVAL FOR INSTALLATION OR REMOVAL

Formatted: Left: 0.5", Right: 0.5", Top: 0.3", Bottom: 0.3", Footer distance from edge: 0.52"

- A. **REVIEW** - The petition for speed humps will be reviewed by the Director of Public Service and the Director of Public Safety for compliance with the established criteria.
1. The ~~petitioned street will be surveyed by the~~ Service Director and the Safety Director ~~will survey the street~~ to determine the location, number, and estimated cost for installation for the speed humps recommended for the petitioned area.
- B. **POST CARD VERIFICATION** - Upon receipt of a petition for speed hump installation that meets the required 80% ~~approval of property owner signatures~~, the Clerk of Council will conduct a post card verification.
1. A preprinted post card will be sent to each property owner ~~or resident of on~~ the petitioned street. The post card will ask for verification that the property owner ~~or resident~~ is in favor or not in favor of the installation of speed humps. The post card will require the property owner ~~or resident~~ signature and instructions for return to the city.
 2. 80% of the ~~post cards responses~~ must be ~~returned~~ in favor of the speed hump installation.
 - a. The post card verification and the 80% requirement insures the residents are actually in favor of the speed hump installation.
- C. **APPROVAL** - The petition, traffic survey, recommendation from the Service Director and Safety Director, and the post card verification results will be sent to the City Council for approval, denial, or other action.
- D. **INSTALLATION** - Upon approval by the city council for installation the street department will install the speed humps at the recommended locations.
1. ~~Installation will be scheduled by the Superintendent of Streets.~~
- E. **REMOVAL** - A request for removal of speed humps will require a petition with the same requirements and criteria as listed in section I-A, and II-A, B, C.
1. ~~Removal, approved by the city council, will be scheduled by the Superintendent of Streets.~~
- F. **REMOVAL UPON STREET IMPROVEMENT** - When a street with speed humps is improved by reconstruction or resurfacing, the speed humps will be removed and will not be replaced unless and until the process to install speed humps has been completed.

III. DESIGN AND SIGNING

- A. Speed Hump design will be approved by the Director of Public Service.
- G. B. Speed Hump Signs will be approved by the Director of Public Safety.

Formatted: No bullets or numbering

III. ~~DESIGN AND SIGNING~~

- A. ~~Speed Hump design will be approved by the Director of Public Service.~~**
 - 1. ~~Speed Humps are approximately 12 feet long from outside edge to outside edge, and approximately 3½-6 inches high.~~**

- B. ~~Speed Hump signs will be approved by the Director of Public Safety.~~**
 - 1. ~~A warning "BUMP" sign with an advisory "15 mph" sign will be placed at each speed hump for each direction of vehicle travel.~~**

Original Ord. 63-92 Revised ~~10-3-2005~~ by Ord. 66-2005, Ord. XX-2023.

11a.



DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE DIRECTOR

January 27, 2023

To: The Mayor and Members of Sylvania City Council

Re: Purchase of Service Department Vehicles

Dear Mayor and Council Members:

The service department has received proposals to purchase the following vehicles within the Service Department.

Parks Division (401-7310-53405)

Dave White Chevrolet:	2023 Chevrolet Silverado 5500HD	\$ 57,613.28
Kalida Truck & Equipment:	Body & Snow Package	\$ 68,500.00

Replacing: 2003 Ford F650 Small Dump

Streets Division (401-7610-53405)

Whiteford Kenworth:	2024 Kenworth T480 Cab/Chassis	\$118,432.00
Kalida Truck & Equipment:	Dump Box, Plow & Salt Spreader	\$124,300.00

Replacing: 2007 International HD Dump

The vehicles were included in the 2023 Capital Improvement Plan and will be purchased via the accounts noted above. We request approval to move forward with the purchase of the above vehicles.

Sincerely,

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

11b.

ORDINANCE NO. 14-2023

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ACCEPT THE PROPOSAL OF WHITEFORD KENWORTH FOR THE PROVISION OF A NEW 2024 KENWORTH T480 CAB/CHASSIS FOR THE DIVISION OF STREETS, DEPARTMENT OF PUBLIC SERVICE; APPROPRIATING \$118,432 THEREFORE; AND DECLARING AN EMERGENCY.

WHEREAS, one dump truck in the Streets Division is in need of replacement; and,

WHEREAS, the Director of Public Service has received a proposal from Whiteford Kenworth for the purchase of one (1) new 2024 T480 Cab and Chassis at a total cost of \$118,432; and,

WHEREAS, the Director of Public Service, by report dated January 27, 2023, has recommended acceptance of the proposal of Whiteford Kenworth to purchase a new 2024 T480 Cab and Chassis for the Streets Division, Department of Public Service.

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 Whiteford Kenworth on behalf of this City, thereby indicating such approval and acceptance for the provision of a new 2024 Kenworth T480 Cab and Chassis for the Division of Streets, 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 Kenworth T480 Cab and Chassis by the City of Sylvania, the Director of Finance is hereby authorized to issue his warrant or warrants in payment therefore from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore appropriated to **Account No. 401-7610-53405 – Equipment**, the total sum of One Hundred Eighteen Thousand Four Hundred Thirty-Two Dollars (\$118,432.00).

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 Kenworth Cab and Chassis 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

12650 Eckel Junction Road
419-874-3511
Perrysburg, OH 43551



**WHITEFORD
KENWORTH**
Division of Lower Great Lakes Kenworth, Inc.



4625 Western Avenue
574-234-9007
South Bend, IN 46619

PURCHASER CITY OF SYLVANIA PHONE (419) 261-9218 DATE 1/19/23
 ADDRESS 5509 HARROUN ROAD CITY SYLVANIA
 STATE OH ZIP 43560 COUNTY LUCAS EMAIL MElliott@cityofsylvania.com
 ENTER MY ORDER FOR: 1 MAKE KENWORTH MODEL T480 ENGINE CUMMINS
 VIN # TBD COE SLEEPER ORDER
 CONV. NON-SLEEPER STOCK NO. TBD

PRICES ON ORDERED TRUCKS ARE SUBJECT TO INCREASE AS STATED IN TERMS AND CONDITIONS SECTION 6 ON PAGE 2

2024 KENWORTH T480 CAB AND CHASSIS		BASE PRICE	\$ 118,432.00
FEDERAL EXCISE TAX (FET) <input type="checkbox"/> APPLICABLE <input checked="" type="checkbox"/> EXEMPT		FET	\$ 0.00
TABLE A		TAX RATE 0.00%	SALES TAX \$ 0.00
GROSS TRADE ALLOWANCE _____		REGISTRATION FEE _____	
- BALANCE OWED _____		TOTAL PRICE \$ 118,432.00	
= NET TRADE-IN ALLOWANCE \$ 0.00		LESS NET TRADE-IN ALLOWANCE \$ 0.00	
ALL TRADE-INS ARE SUBJECT TO A PHYSICAL APPRAISAL AT TIME OF DELIVERY		(TRANSFERRED FROM TABLE A)	
TRADE:		BALANCE \$ 118,432.00	
YEAR _____ MAKE _____ MODEL _____	RECEIPT NO. _____	DEPOSIT _____	
VIN # _____ <input type="checkbox"/> COE <input type="checkbox"/> SLEEPER	LESS CASH DUE ON DELIVERY _____		
ENG. _____ <input type="checkbox"/> CONV. <input type="checkbox"/> NON-SLEEPER	BALANCE DUE \$ 118,432.00		
LIENHOLDER _____	This contract is not assignable and is not cancellable except pursuant to the terms stated in Sections 2 and 6 on page 2. The terms and conditions of this sale are stated on both pages of this form, and those on the second page are as much a part of the agreement as if written on this page. No verbal understandings or promises whatsoever are a part of this agreement.		
EMAIL <u>MElliott@cityofsylvania.com</u>	The Purchaser certifies that he is 18 years of age or over and warrants that he is the true and lawful owner of the truck traded in and that it is free of all encumbrances whatsoever except as noted above.		
PHONE <u>(419) 261-9218</u>	The Purchaser acknowledges that he has read and understands the terms and conditions of this contract as it appears on this and the second page and has received a copy of this order.		
TITLE _____ VERIFIED BY _____ APPRAISER _____	ADDITIONAL TERMS AND CONDITIONS ON PAGE 2		
THIS TRUCK SOLD:	SIGNATURE _____ DATE _____		
<input checked="" type="checkbox"/> WITH MANUFACTURER'S STANDARD NEW TRUCK WARRANTY	NAME OF PURCHASER _____		
<input type="checkbox"/> AS IS. I HEREBY MAKE THIS PURCHASE KNOWINGLY WITHOUT ANY GUARANTEE, EXPRESSED OR IMPLIED, BY DEALER OR HIS AGENT.	NAME OF SALESPERSON <u>Kyle S. Williams</u>		
THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE UNLESS OTHERWISE STATED IN THIS DOCUMENT. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE ITEM/ITEMS.	ACCEPTED BY _____ DATE _____		
SIGNATURE _____	THIS ORDER NOT BINDING UNTIL ACCEPTED BY DEALER		

ADDITIONAL TERMS AND CONDITIONS

- 1. Definitions.** As used in this Order the terms: **(a)** "Dealer" shall mean the authorized Dealer to whom this Order is addressed and who shall become a party hereto by its acceptance hereof; **(b)** "Purchaser" shall mean the party executing this Order as such on page 1 hereof; and **(c)** "Manufacturer" shall mean the Corporation that manufactured the vehicle, it being understood by Purchaser and Dealer that Dealer is in no respect the agent of Manufacturer, that Dealer and Purchaser are the sole parties to this Order and that reference to Manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Dealer and Manufacturer with respect to new vehicles.
- 2. Trade-In Vehicle.** Purchaser represents that Purchaser has good title to any trade-in vehicle ("Trade-In") free and clear of all liens and encumbrances except as disclosed by Purchaser and identified on page 1 of this Order under "Balance Owed." Purchaser shall deliver to Dealer satisfactory evidence of title to the Trade-In at the time of delivery of the Trade-In to Dealer. If the Trade-In has not been delivered to Dealer at the time of executing this Order, the Trade-In shall be reappraised at the time of delivery, and the amount of the reappraised value shall be substituted for the original value indicated on page 1 of this Order under "Gross Trade Allowance." If the reappraised value is less than the original value, then Purchaser may, prior to delivery of the Vehicle, cancel this Order. Purchaser shall be responsible for and shall pay the amount, if any, by which the Balance Owed on the Trade-In exceeds the final Gross Trade Allowance. Purchaser authorizes Dealer to sell the Trade-In in its usual course of business after delivery to Dealer, whether or not the purchase of the Vehicle is ever completed.
- 3. Binding Effect.** This Order shall not be binding on either party until receipt by Purchaser from Dealer of any consumer credit disclosure statement which Dealer is required under applicable federal and state law to furnish to Purchaser in connection with this purchase.
- 4. Rights Concerning Vehicle Before Purchase Completed.** Purchaser shall not have any rights in the Vehicle to be purchased until Dealer receives final payment. Dealer shall not be liable for any failure to deliver or any delay in delivering the Vehicle to be purchased if such failure or delay is caused, in whole or in part, by the acts or omissions of the Manufacturer, accidents, strikes, fires or any other events or casualties reasonably beyond Dealer's control.
- 5. Changes in Design.** Manufacturer has reserved the right to make changes in the design of any vehicle, its constituent parts or any accessories without notice and without any obligation to make the same or similar changes to vehicles or accessories previously manufactured or under manufacture. If the Manufacturer determines to exercise such right, Dealer shall not be required to make the same or similar changes in design to the Vehicle or any accessories whether before or after delivery to Purchaser.
- 6. Changes in Price.** Manufacturer has reserved the right to increase the price to Dealer of new vehicles without notice, including after Dealer accepts this Order. In the event Manufacturer increases the price to Dealer of new vehicles of the series and body type ordered hereunder, or Manufacturer imposes surcharges, prior to delivery of the new vehicle to Purchaser, Dealer reserves the right to increase the cash delivered price of such vehicle to the Purchaser in the same amount, and by signing this Order, Purchaser agrees to pay such increased price; *except that*, if the price increase is more than 6% of the Total Price shown on this Order, Purchaser may elect to cancel the Order by providing written notice of the cancellation to Dealer within three (3) calendar days from receiving notice of such price increase from Dealer.
- 7. Rights on Cancellation and Termination.** **(a)** If this Order is cancelled by Purchaser pursuant to Section 6 because of a price increase, or pursuant to Section 2 because of a decrease in the Trade-In Allowance, or by either Party before this Order becomes binding, then Dealer shall: return the cash deposit to Purchaser, without interest or deduction; and return any Trade-In delivered to Dealer upon payment of a reasonable charge for storage and repairs (if any). **(b)** If, for any reason, Purchaser fails to accept delivery and purchase the Vehicle as required in this Order, then Dealer may, at its option and in addition to all other rights or remedies, terminate this Order and retain the cash deposit made by Purchaser as liquidated damages, and, on receipt of payment by Purchaser of Dealer's expenses incurred in connection with the Trade-In, including costs of repair, reconditioning, storage and advertising the Trade-In for sale, return the Trade-In to Purchaser. **(c)** Under either Section 7(a) or 7(b), if the Trade-In has already been sold by Dealer, then in lieu of returning the Trade-In, Dealer shall pay to Purchaser the amount it received for the Trade-In less a selling commission of 15% and any expense incurred in storing, insuring, conditioning, or advertising the Trade-In for sale.
- 8.** There are no warranties, expressed or implied, made by the Dealer or the Manufacturer, on the Vehicle described in this Order, except in the case of a new Vehicle. The printed new vehicle warranty delivered to Purchaser with such Vehicle and hereby made a part hereof as though fully set forth herein is the only warranty applicable to such new Vehicle and is expressly in lieu of all other warranties, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose. In the case of a used vehicle, the applicability of an existing manufacturer's warranty thereon, if any, shall be determined solely by the terms of such warranty.
- 9.** Any used Vehicle sold to Purchaser by Dealer under this Order is sold at the time of delivery by Dealer without any guarantee or warranty, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, or as to its condition or the condition of any part thereof except as may be otherwise specified in writing on page 1 of this Order or in a separate writing furnished to Purchaser by Dealer.
- 10.** The Purchaser, before or at the time of delivery of the Vehicle covered by this Order, will execute such forms of agreement or documents as may be required by the terms and conditions of payment indicated on page 1 of this Order.

11c.

ORDINANCE NO. 15-2023

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ACCEPT THE PROPOSAL OF KALIDA TRUCK EQUIPMENT, INC. FOR THE PROVISION OF ONE NEW DUMP TRUCK BODY & SNOW PACKAGE FOR THE DIVISION OF PARKS, DEPARTMENT OF PUBLIC SERVICE; APPROPRIATING \$68,500 THEREFORE; AND DECLARING AN EMERGENCY.

WHEREAS, the Parks Division is in need of one (1) new small dump truck body and snow package to replace its current 2003 Ford F650 Small Dump Trucks that is beginning to have repeated maintenance issues; and,

WHEREAS, the Director of Public Service has received a proposal from Kalida Truck Equipment, Inc. for the purchase of one (1) new dump truck body and snow package at a cost of \$68,500; and,

WHEREAS, the Director of Public Service, by report dated January 27, 2023, has recommended acceptance of the proposal of Kalida Truck Equipment, Inc. to purchase one (1) new dump truck body and snow package for the Parks Division, Department of Public Service.

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 Kalida Truck Equipment, Inc. on behalf of this City, thereby indicating such approval and acceptance for the provision of one (1) new dump truck body and snow package for the Division of Parks, 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 dump truck body and snow package by the City of Sylvania, the Director of Finance is hereby authorized to issue his warrant or warrants in payment therefore from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore appropriated to **Account No. 401-7310-53405 – Equipment**, the total sum of Sixty-Eight Thousand Five Hundred Dollars (\$68,500.00).

SECTION 4. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in

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

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

SECTION 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that proposal for said dump truck body and snow package 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



Kalida Truck Equipment, Inc.
30840 Tracy Rd
Walbridge OH 43465
(419) 666-3700

QUOTE

Quote ID: KLS0006693

Quote Date: 1/10/2023

Quote Valid Until: 2/9/2023

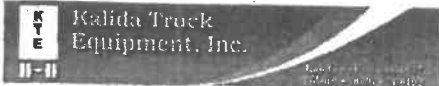
Page 1 of 4

Customer: City Of Sylvania Street Depart
 5509 Haroun Road
 Sylvania OH 43560
 (419) 885-8973

Contact: JASON MUSIC
 Phone: (419) 885-8973
 Email:

Salesperson: Kasey L Spence

Part Number	Qty	Description	Unit Price	Amount
5500 MUNI DEMO	1	<p>DURACLASS OR GALION - STAINLESS STEEL DUMP BODY. 11' LONG X 84" WIDE (INSIDE DIMENSIONS). 18" HIGH RIGID SIDES - 24" HEAD AND TAILGATE. 3.50 - 4.67 CUBIC YARD CAPACITY. STAINLESS STEEL SIDES, FRONT, AND TAILGATE. STAINLESS STEEL FLOOR WITH SIDE-TO-FLOOR BEVEL PLATE REINFORCEMENTS. CROSSMEMBERLES UNDERSTRUCTURE. 3/16" HIGH TENSILE STEEL 8" FULL BOXED TRAPEZOID LONGSILLS. DIRT SHEDDING FULL LENGTH LOWER RUB RAILS. BOXED TOP RAILS WITH SIDE BOARD POCKETS AND POCKET DEPTH ROUGH SAWN OAK WOOD SIDE BOARDS. FRONT CORNER POST, FULL DEPTH REAR CORNER POST WITH FULL WIDTH REAR BOLSTER. SINGLE PANEL, DOUBLE ACTING MANUAL OPERATED REAR TAILGATE WITH STREETSIDE FRONT CORNER TRIP LEVER AND "EASY LATCH" TOP HARDWARE. HALF CAB SHIELD. FEDERAL STANDARD REQUIRED #108 LIGHTS AND REFLECTORS. ELECTRONIC BACKUP ALARM. STAINLESS STEEL SPRING LOADED SHOVEL HOLDERS. NATURAL STAINLESS STEEL FINISH - BLACK UNDERSIDE. STAINLESS STEEL UNDERSTRUCTURE REFLECTORIZED CONSPICUITY TAPE DOWN BOTH SIDES AND AROUND TAILGATE PERIMETER.</p> <p>*FLEET ENGINEERS FULL RADIUS POLY FENDERS OVER EACH DRW</p> <p>*RUBBER MUD FLAPS</p> <p>*1/2" THICK STEEL PLATE WELDED-AND-REINFORCED TO CHASSIS FRAME WITH 2" SQUARE RECEIVER TUBE, SEVEN WAY ROUND RV STYLE TRAILER PLUG; AND #B40 CHAIN LASHING RINGS.</p> <p>DURACLASS OR GALION DOUBLE ACTING UNDERBODY HOIST. POWER UP AND POWER DOWN. SINGLE 5" CYLINDER WITH 20" STROKE. 10.0 TONS APPROXIMATE RATED LIFTING CAPACITY. FULL STEEL SUBFRAME WITH SAFETY BODY PROP.</p>	\$68,500.00	\$68,500.00



Kalida Truck Equipment, Inc.
30840 Tracy Rd
Walbridge OH 43465
(419) 666-3700

QUOTE

Quote ID: KLS0006693

Quote Date: 1/10/2023

Quote Valid Until: 2/9/2023

Part Number	Qty	Description	Unit Price	Amount
		<p>ECCO AMBER STROBE LIGHTS: TWO (2) #3861A AMBER STROBE HEADS RECESSED INTO STAINLESS STEEL BOXES AND MOUNTED ON CAB SHIELD ENDS, FACING REAR. TWO (2) #3861A AMBER STROBE HEADS RECESSED INTO REAR CORNER POST. ECCO, 5590CAG AMBER GREEN 15' MINI LIGHT BAR INSTALLED ON CAB OF CHASSIS. FOUR PRONG PLUG RECESSED INTO STREETSIDE REAR CORNER POST FOR SPREADER WORK LIGHT. EXPOSED LIGHTS WIRES AND LIGHT CABLES SECURED TO BODY AND FRAME WITH RUBBER COATED BOLT-ON CLIPS.</p> <p>FURNISH AND INSTALL CHEVY CLUTCH PUMP SYSTEM MOUNTED OPERATED CLUTCH PUMP CENTRALIZED HYDRAULIC SYSTEM. #CP-RVM-20, 20 GAL. FRAME MOUNTED VALVE MOUNT STEEL RESERVOIR WITH IN TANK MOUNTED #1PVG32 DIRECTIONAL VALVE (DOUBLE ACTING DUMP HOIST AND SALT SPREADER FUNCTIONS), RETURN LINE FILTER, AND SIGHT/TEMP GAUGE. FREEDOM 2.0 ELECTRIC/MANUAL DUAL ADJUSTABLE SPREADER CONTROL VALVE. SEALED CABLE CONTROL HEADS, SPREADER CONTROL, SWITCHES, AND SNOW PLOW CONTROL MOUNTED IN CUSTOM FABRICATED STEEL CONSOLE AND PLACED BETWEEN SEATS FOR EASE OF OPERATION. COMPLETE SYSTEM CHARGED, TESTED, AND OPERATIONAL.</p> <p>BOSS, MODEL #10.0VDXT HEAVY DUTY POWER "V" SNOW PLOW. "DUAL TRIP" - FULL MOLDBOARD TRIP/CUTTING EDGE TRIP DESIGN. 120" WIDE X 35" HIGH (IN CENTER) TAPERED TO 45" (AT ENDS) MOLDBOARD IN STRAIGHT POSITION - 107" WIDE IN VEE - 102" WIDE IN SCOOP. 11GA. STEEL MOLDBOARD WITH EIGHT (8) VERTICAL/TWO (2) DIAGONAL REINFORCING RIBS, FOUR (4) CAST DISC SHOE WEAR RUNNERS, FOUR (4) OPEN EXTENSION TRIP SPRINGS ON MOLDBOARD, SIX (6) TORSION TRIP SPRINGS ON CUTTING EDGES, AND 1/2" X 6" BASE ANGLE CUTTING EDGES WITH BUILT-IN CURB GUARDS. 2" X 10" "SMART LOCK" HYDRAULIC WING CYLINDERS. 2 1/4" X 1 1/2" X 12" LIFT CYLINDER.</p>		



QUOTE

Kalida Truck Equipment, Inc.
30840 Tracy Rd
Walbridge OH 43465
(419) 666-3700

Quote ID: KLS0006693

Quote Date: 1/10/2023

Quote Valid Until: 2/9/2023

Page 3 of 4

Part Number	Qty	Description	Unit Price	Amount
		<p>RAPID TACH III, SMART HITCH II QUICK HITCH MOUNTING. STAND ALONE ELECTRIC/HYDRAULIC OPERATED POWER UNIT WITH JOYSTICK CONTROL (MOUNTED IN CONSOLE CONTROL TOWER). "LED" HEADLIGHTS WITH BUILT IN HEAT. RUBBER SNOW DEFLECTOR. POWDER COATED BLACK FRAME AND POWDER COATED RED MOLDBOARD.</p> <p>SWENSON, MODEL #SAD-SS UNDERTAILGATE MATERIAL SPREADER. 96" WIDE TROUGH WITH QUICK DETACH BRACKETS. 7GA. STAINLESS STEEL TROUGH WITH 7 GA. STAINLESS STEEL END PLATES. 6" CONTINUOUS/REVERSE FLITTED AUGER. DUMP OVER/DUMP IN TOP LID. LOWER HINGED CLEANOUT DOOR WITH STREETSIDE 21" OFFSET MATERIAL DROP PORT. DIRECT DRIVE HYDRAULIC MOTORS. DUMP BODY TAILGATE MOUNTED ANTI-FLOW PLATES. HYDRAULIC SAFETY INTERLOCK SYSTEM. 18" POLY SPINNER ASSEMBLY. SHORT HOSE GROUP WITH QUICK DISCONNECTS. "LED" WORK LIGHT - STREETSIDE MOUNTED WITH SWITCH MOUNTED IN CAB, IN CONSOLE. NATURAL STAINLESS STEEL FINISH. PLUMBED INTO CENTRALIZED HYDRAULIC SYSTEM.</p> <p>QUOTED INSTALLED ON 2023 CHEVY 5500 DIESEL WITH 84" CA</p>		

Sub Total:	\$68,500.00
Sales Tax:	\$0.00
Grand Total:	\$68,500.00

Customer must fill out the information below before the order can be processed...

Accepted by:	
Date:	
P.O. Number:	

A 3% CHARGE WILL BE APPLIED TO ALL DEBIT/CREDIT CARD TRANSACTIONS

Quoted price does not include any applicable taxes



Kalida Truck Equipment, Inc.
30840 Tracy Rd
Walbridge OH 43465
(419) 666-3700

QUOTE

Quote ID: KLS0006693

Quote Date: 1/10/2023

Quote Valid Until: 2/9/2023

Page 4 of 4

Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order

Due to the extremely volatile steel prices, our quoted price may change at any time. Call our office for an up to date price.

11d.

ORDINANCE NO. 16-2023

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ACCEPT THE PROPOSAL OF DAVE WHITE CHEVROLET FOR THE PROVISION OF A NEW 2023 CHEVROLET SILVERADO 5500HD PICK UP TRUCK FOR THE DIVISION OF PARKS, DEPARTMENT OF PUBLIC SERVICE; APPROPRIATING \$57,613 THEREFORE; AND DECLARING AN EMERGENCY.

WHEREAS, one small dump truck in the Parks Division is in need of replacement; and,

WHEREAS, the Director of Public Service has received a proposal from Dave White Chevrolet for the purchase of one (1) new 2023 Chevrolet Silverado 5500HD pickup at a total cost of \$57,613.28; and,

WHEREAS, the Director of Public Service, by report dated January 27, 2023, has recommended acceptance of the proposal of Dave White Chevrolet to purchase a new 2023 Chevrolet Silverado 5500HD pickup for the Parks Division, Department of Public Service.

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 Dave White Chevrolet on behalf of this City, thereby indicating such approval and acceptance for the provision of a new 2023 Chevrolet Silverado 5500HD truck for the Division of Parks, 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 truck by the City of Sylvania, the Director of Finance is hereby authorized to issue his warrant or warrants in payment therefore from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore appropriated to **Account No. 401-7310-53405 – Equipment**, the total sum of Fifty-Seven Thousand Six Hundred Thirteen and 28/100 Dollars (\$57,613.28).

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 truck 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



Date/Time: 1/12/2023 12:53:50 PM

Buyer: Jason Music
Home Phone: (419) 885-8994
Cell Phone: (419) 266-4306
Address: 6730 Monroe St
Sylvania, OH 43560

Salesperson: Jacob Rhodes

2023 Chevrolet Silverado 5500HD 1WT

No Photo
Available

Color: White
Body Type: Truck

MSRP/Retail	\$65,013.28
Selling Price	\$57,613.28
Rebate	0.00
Proc/Doc Fee	\$75.00
Lic/Fee	\$35.00
Total Taxes	0.00
Trade Allowance	0.00
Trade Payoff	0.00
Cash Down	0.00
Amount Financed	\$57,723.28

84 CA

Snow Plow Prep

** All payments and rate quotes are approximate and are subject to credit approved**

Save money with more down payment!

Lower BALANCE equals a lower monthly investment.

Less finance charges and a shorter trade cycle.

X _____
Customer Signature Date

X Jacob Rhodes 1-12-23
Manager Signature Date

Customer Information

[View Customer Version](#) ▼

Business Name:
 City Of Sylvania
 6730 Monroe St
 Sylvania
 Phone: 419-885-8984
 Email:

OH 43560

Model Information

Model Year: 2023 Division: CHEVROLET TRUCK Allocation Group: SILVMD

Model: CC56403 - Silverado Medium Duty, 2WD Order Type: SRE-Retail Sold
 HD Chassis Regular Cab

DAN: 4JAKE UPDATE

Stock No: UPDATE Quantity: 1

MSRP: \$63,218.28

MSRP W/DFC: \$65,013.28

Preferred Equipment Group †

PEG: 1WT

Bid assistance \$6,400

Dealer Discount \$1,000

Sale Price \$57,613.28

Color

Primary Color: GAZ - Summit White

Trim

H2Q: Dark Ash seats with Jet Black interior accents, Vinyl seat trim

Options

066: Rear axle, 4,10 ratio		JTR: Tail lamp wiring harness provisions	\$50.00
4D7: Interior Trim, Jet Black / Dark Ash		K05: Engine block heater	\$100.00
5DY: Electrical Provisions, rear of frame, upfitter, body builder wiring	\$230.00	K34: Cruise control, steering wheel-mounted	
719: Seat Belt, Black		K40: Exhaust brake	
7Y7: Batteries, heavy-duty dual 1100 cold-cranking amps		KBK: Transmission shift control calibration, fuel sense Performance	
8E8: Bumper, front, Black		KW5: Alternator, 220 amps	
9L3: Spare tire delete		L5D: Engine, Duramax 6.6L Turbo-Diesel V8, B20-Diesel compatible	
9L7: Upfitter switch kit		MAH: Marketing Area-Us, Puerto Rico/USVI	
A31: Windows, power with driver express up and down and express side on all other windows	\$290.00	M10: Rugged Duty Service Transmission, Automatic close-ratio 6 SPD with double overdrive, Allison, A1750RDS	\$740.00
AE7: Seats, front 40/20/40 split-bench, 3-passenger		N12: Exhaust system, rear exit	\$50.00
AKP: Glass, solar absorbing, tinted		N2L: Fuel tank, rear only, 40 gallon	
AJ3: Door locks, power		N4C: Emissions, 50 state certification	
AY0: Airbags, Single-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front outboard seating positions;		P0D: Grille guard screen, insect protection	
BG9: Floor covering, Graphite-colored rubberized-vinyl		PD7: Wheel, spare delete	
BTN: Battery, top post threaded, battery jump start stud	\$50.00	PTO: Power Take Off, engine control provisions	\$280.00
C67: Air conditioning, single-zone		PWQ: Wheels, 19.5" x 6.75", steel, Black painted, 8-holes, hub piloted	
C99: Airbag deactivation switch, frontal passenger-side		Q91: Tire valve cap, Haltec flow-thru	\$30.00
		R6I: 30,000 lb. GCWR (13,607 kg)	
		R7N: 5500 HD Series	
		TR1: Lamps, rear, stop/turn/backup (1-piece assembly) with license plate light	
		TRW: Provision for cab roof-mounted lamp/beacon	
		U04: Horn, single-note	

11e.

ORDINANCE NO. 17-2023

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ACCEPT THE PROPOSAL OF KALIDA TRUCK EQUIPMENT, INC. FOR THE PROVISION OF ONE NEW DUMP TRUCK BOX, PLOW AND SALT SPREADER FOR THE DIVISION OF STREETS, DEPARTMENT OF PUBLIC SERVICE; APPROPRIATING \$124,300 THEREFORE; AND DECLARING AN EMERGENCY.

WHEREAS, the Streets Division is in need of one (1) new dump truck box, plow and salt spreader to replace its current 2007 International HD Dump Truck that is beginning to have repeated maintenance issues; and,

WHEREAS, the Director of Public Service has received a proposal from Kalida Truck Equipment, Inc. for the purchase of one (1) new dump truck box, plow and salt spreader at a cost of \$124,300; and,

WHEREAS, the Director of Public Service, by report dated January 27, 2023, has recommended acceptance of the proposal of Kalida Truck Equipment, Inc. to purchase one (1) new dump truck box, plow and salt spreader for the Streets Division, Department of Public Service.

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 Kalida Truck Equipment, Inc. on behalf of this City, thereby indicating such approval and acceptance for the provision of one (1) new dump truck box, plow and salt spreader for the Division of Streets, 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 dump truck box, plow and salt spreader by the City of Sylvania, the Director of Finance is hereby authorized to issue his warrant or warrants in payment therefore from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore appropriated to **Account No. 401-7610-53405 – Equipment**, the total sum of One Hundred Twenty-Four Thousand Three Hundred Dollars (\$124,300.00).

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 dump truck box, plow and salt spreader 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



QUOTE

Kalida Truck Equipment, Inc.
 30840 Tracy Rd
 Walbridge OH 43465
 (419) 666-3700

Quote ID: KLS0006694

Quote Date: 1/10/2023

Quote Valid Until: 2/9/2023

Page 1 of 6

Customer: City Of Sylvania Street Depart
 5509 Harroun Road
 Sylvania OH 43560
 (419) 885-8973

Contact: MIKE / RYAN
 Phone: (419) 885-8973
 Email: MELLIOTT@CITYOFSYLVANIA.COM

Salesperson: Kasey L Spence

Part Number	Qty	Description	Unit Price	Amount
SWENSON MUNI PACKAGE	1	BODY: SWENSON, 10' STAINLESS STEEL DUMP BODY. 10' LONG X 7' WIDE (INSIDE DIMENSIONS). 28" HIGH SIDES WITH A 38" TAILGATE. 6 TO 8 YARD CAPACITY. 7GA 304 STAINLESS STEEL FRONT, SIDES AND TAILGATE OF DUMP BODY. 1/4" AR450 (180,000 PSI 400 BRINNELL) STEEL FLOOR WITH 8" SIDE-TO-FLOOR BEVEL PLATES. CROSSMEMBERSLESS UNDERSTRUCTURE HORIZONTAL SIDE BRACE ON EACH SIDE OF THE BODY. BOXED TOP RAIL WITH SIDE BOARD POCKETS. ROUGH SAWN OAK WOOD SIDE BOARDS PAINTED 'BLACK' IN COLOR. FRONT CORNER POST, FULL DEPTH REAR CORNER POST WITH FULL WIDTH REAR BOLSTER. DIRT SHEDDING FULL LENGTH LOWER RUB RAILS. SIX (6) PANEL AIR OPERATED REAR TAILGATE WITH EITHER A LEVER MOUNTED TO FLOOR OF CAB, OR SWITCH ON DASH (CHOOSE ONE). TAILGATE LOOP INSTALLED ON TOP OF THE TAILGATE. 1/2 X 84" CAB SHIELD. RUBBER MUD FLAPS INSTALLED. STAINLESS STEEL HARDWARE INSTALLED WITH STANDARD STEEL UNDERSTRUCTURE. BODY TO HAVE NATURAL STAINLESS STEEL FINISH. STAINLESS STEEL FOLD-UP LADDER INSTALLED ON FRONT DRIVER SIDE OF BODY. GRIP-STRUT WALK RAIL DOWN EACH SIDE OF BODY BETWEEN FRONT AND REAR CORNER POSTS. REFLECTIVE DOT CONSPICUITY TAPE DOWN EACH SIDE OF BODY, AND ON TAILGATE. ECCO, ELECTRONIC BACK-UP ALARM. *CUSTOM MADE 3/4" STEEL HITCH PLATE WELDED-AND- REINFORCED TO THE CHASSIS FRAME WITH A 2" RECEIVER TUBE, 7-WAY ROUND STYLE RV-PLUG, AND TWO (2) #B40 CHAIN	\$124,300.00	\$124,300.00



QUOTE

Kalida Truck Equipment, Inc.
30840 Tracy Rd
Walbridge OH 43465
(419) 666-3700

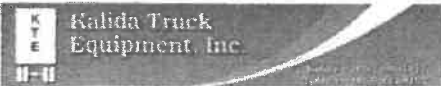
Quote ID: KLS0006694

Quote Date: 1/10/2023

Quote Valid Until: 2/9/2023

Page 2 of 6

Part Number	Qty	Description	Unit Price	Amount
		<p>LASHING D-RINGS.</p> <p>*FULL-RADIUS 'FLEET ENGINEERS' POLY FENDERS INSTALLED OVER EACH DRW, AND SECURED TO THE CHASSIS FRAME WITH STAINLESS STEEL BRACKETS.</p> <p>*VIBCO DUMP VIBRATOR INSTALLED ON THE UNDER- SIDE OF THE DUMP BODY, WITH OPERATIONAL PUSH BUTTON ON THE SIDE OF THE CENTER CONTROL TOWER IN CAB.</p> <p>HOIST: MAILHOT MODEL #CS90-4.5-3 -- FRONT TELESCOPIC TRUNION MOUNT HOIST. DOUBLE ACTING POWER UP AND POWER DOWN. DIRECT LIFT HOIST WITH SAFETY BODY PROP. 32 TON LIFTING CAPACITY AT INITIAL TAKE OFF AND 14 TON AT ITS WEAKEST POINT. PRIMED AND PAINTED BLACK IN COLOR. INSTALLED.</p> <p>STROBE LIGHTING: SOUND-OFF SIGNAL, LIGHTING PACKAGE AS FOLLOWS: *DUAL COLOR MINI LIGHTBAR INSTALLED ON TOP OF CAB. OPERATIONAL SWITCH IN CERTIFIED POWER CENTER CONSOLE. (SELECT LIGHTBAR FLASH COLORS UPON ORDER). *EIGHT (8) SOUND-OFF OVAL DUAL COLOR GROMMET MOUNTED STROBE LIGHTS. TWO OF THEM INSTALLED IN THE FRONT OF THE CAB, SHIELD FACING FORWARD. ONE INSTALLED IN THE DRIVER SIDE OF THE CAB SHIELD FACING OUTWARD. ONE OF THEM INSTALLED IN THE PASSENGER SIDE OF THE CAB SHIELD FACING OUTWARD. ONE INSTALLED IN A STAINLESS STEEL LIGHT BOX WELDED TO THE DRIVER SIDE OF THE CAB SHIELD FACING THE REAR. ONE INSTALLED IN A STAINLESS STEEL LIGHT BOX WELDED TO THE PASSENGER SIDE OF THE CAB SHIELD FACING THE REAR. AND ONE IN THE EACH REAR CORNER POST. (VERIFY DUAL FLASH COLORS UPON ORDER).</p> <p>MISC LIGHTING:</p>		



QUOTE

Kalida Truck Equipment, Inc.
30840 Tracy Rd
Walbridge OH 43465
(419) 666-3700

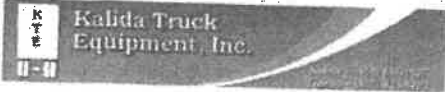
Quote ID: KLS0006694

Quote Date: 1/10/2023

Quote Valid Until: 2/9/2023

Page 3 of 6

Part Number	Qty	Description	Unit Price	Amount
		<p>BOSS SNOWPLOW, LED SNOWPLOW LIGHTS WITH ICE SHIELD TECHNOLOGY. INSTALLED ON THE HOOD OF THE TRUCK ON STAINLESS STEEL MOUNTING BRACKETS. LED STOP/TAI/TURN/REVERSE LIGHTS INSTALLED IN THE REAR CORNER POST OF THE DUMP BODY. LED SALT-SPREADER WORK LIGHT INSTALLED ON SALT-SPREADER WITH A FOUR PRONG FEMALE PLUG RECESSED INTO THE STREETSIDE REAR CORNER POST FOR EASY PLUG/ UNPLUG. THREE (3) LIGHT CLUSTER MOUNTED ON REAR HOIST CROSSMEMBER. FMVSS STANDARD SAFETY MARKER LIGHTS INSTALLED IN THE BODY. CHASSIS LIGHTS INSTALLED IN REAR HITCH PLATE. ALL EXPOSED WIRES FOR LIGHTS/STROBES RAN IN PLASTIC AIRLINE WITH ALL AIRLINE AND LIGHT CABLES SECURED TO BODY AND FRAME WITH RUBBER COATED BOLT-ON CLIPS.</p> <p>HYDRAULIC SYSTEM: CERTIFIED POWER HYDRAULIC SYSTEM AS FOLLOWS: FURNISH AND INSTALL TRANSMISSION MOUNTED "HOT SHIFT" WETSPLINE PTO FOR ALLISON #3000 SERIES AUTOMATIC TRANSMISSION WITH DIRECT MOUNT DAN FOSS LOAD SENSE HYDRAULIC PUMP COMPONENT TECHNOLOGY, FREEDOM STORM GUARD CONTROL SYSTEM COMPLETE WITH JOYSTICKS TO RUN THE HOIST AND SNOWPLOW. FREEDOM ARMREST INSTALLED WITH SPREADER CONTROLLER & JOYSTICKS. SERVICE GUARD STAINLESS STEEL VALVE MOUNT 30 GAL. FRAME MOUNTED RESERVOIR WITH IN TANK MOUNTED PVG 32 ELECTRIC OPERATED LOAD SENSE DIRECTIONAL VALVE HOIST, PLOW RAISE, PLOW ANGLE AND SALT SPREADER FUNCTIONS FREEDOM AUTOMATIC SPREADER CONTROL SYSTEM WITH BLAST BUTTON. CUSHION VALVE FOR THE SNOW PLOW ANGLE CYLINDERS INSTALLED STAINLESS STEEL LINES RAN UNDER THE DUMP BODY</p>		



Kalida Truck Equipment, Inc.
30840 Tracy Rd
Walbridge OH 43465
(419) 666-3700

QUOTE

Quote ID: KLS0006694

Quote Date: 1/10/2023

Quote Valid Until: 2/9/2023

Page 4 of 6

Part Number	Qty	Description	Unit Price	Amount
		<p>WITH HOSES RAN TO THE SPREADER & HOSES RAN TO THE FRONT HITCH STAINLESS STEEL QUICK COUPLERS INSTALLED. CERTIFIED POWER PRE-WET SYSTEM. 240 GALLON PRE-WET TANK ASSEMBLY MOUNTED BEHIND CAB, IN FRONT OF DUMP BODY. PRE-WET DRIVE BOX MOUNTED IN CUSTOMER DESIRED LOCATION. ELECTRIC DISTRIBUTION BOX INSTALLED ON THE BACK WALL IN THE CAB MISC. OIL, HOSE & FITTINGS COMPLETE UNIT TESTED AND OPERATIONAL.</p> <p>SALT-SPREADER: SWENSON, MODEL: SBD-6S STAINLESS STEEL SALT SPREADER. TROUGH WIDTH: 96" TROUGH MATERIAL: 7 GA STAINLESS STEEL END PLATE MATERIAL: 7 GA STAINLESS STEEL SLURRY (PRE WET) TUBE INSTALLED. STAINLESS STEEL SPILL PLATES INSTALLED ON EXTERIOR OF BODY, IN LIEU OF INSIDE OF BODY. HYDRAULIC UNDERTAILGATE SPREADER. DIRECT DRIVE MOTOR. 6" AUGER WITH CONTINUOUS FLITING TO DISCHARGE AT EXTREME LEFT END. DESIGNED TO MOUNT BELOW DUMP BODY TAILGATE AND NOT INTERFERE WITH NORMAL DUMP BODY OPERATIONS WHEN NOT IN USE. SEPARATE HYDRAULIC MOTORS FOR THE AUGER AND THE SPINNER TO ALLOW FOR INDEPENDENT CONTROL OF EACH FUNCTION. HYDRAULIC SAFETY INTERLOCK SYSTEM DISABLES AUGER DURING CLEAN OUT AND MAINTENANCE. 18" PLOY SPINNER DISC. ADJUSTABLE HEIGHT SPINNER FRAME ALLOWS (1) MOUNTING ON VARIOUS HEIGHT VEHICLES. HINGED STAINLESS STEEL COVER. BOTTOM DOOR IS HINGED FOR EASY CLEAN OUT AND BLOCKAGE REMOVAL. QUICK DETACH STABILIZER KIT KEEP SPINNER PARALLEL TO THE ROAD AT ALL DUMP ANGLES. ANTI-FLOW PLATE INSTALLED.</p> <p>FRONT PLOW HITCH: GLEDHILL ROAD MACHINERY COMPANY FRONT HITCH. MODEL: FFLP-QCP FRONT FRAME LOW PROFILE TYPE DESIGN. HITCH WILL COME WITH A SET OF 5/8" THICK STEEL</p>		



QUOTE

Kalida Truck Equipment, Inc.
 30840 Tracy Rd
 Walbridge OH 43465
 (419) 666-3700

Quote ID: KLS0006694

Quote Date: 1/10/2023

Quote Valid Until: 2/9/2023

Page 5 of 6

Part Number	Qty	Description	Unit Price	Amount
		<p>CUSTOM BUILT SIDE PLATES. HITCH DESIGNED TO BE USED WITH TRANSMISSION MOUNTED HYDRAULICS. VERTICAL UPRIGHTS ARE CONSTRUCTED FROM 4" X 4" SQUARE STEEL TUBING WITH A 1/2" THICK WALL. STANDARD LIFT BEAM. QCP HITCH PORTION INSTALLED. 4" X 10" DOUBLE ACTING LIFT CYLINDER. 3" DIAMETER DROP IN STYLE.</p> <p>*** IF TRUCK IS A KENWORTH MUST HAVE A 'KENWORTH WINCH BUMPER' ***</p> <p>SNOWPLOW: BONNELL INDUSTRIES SNOWPLOW MODEL: 11SP42MX1-Q 11' LONG STRAIGHT POLY SNOWPLOW HEIGHT IS 42" FULL EXTENSION SPRING (MX) TUBULAR REVERSING ASSY. PAINTED ORANGE POLYURETHANE ENAMEL. LEVEL RAISE LIFT SYSTEM WITH LIFT CHAINS. QUICK ATTACH LOOP. HEAVY DUTY MUSHROOM SHOES, SET OF 2. COVE CUT ON CURVE SIDE END OF MOLDBOARD. 3/8" X 12" RUBBER FLAP KIT INSTALLED. EXTENDED FRONT PUSH BEAM ON TABLE. 36" BLAZE ORANGE MARKERS. 5/8" STEEL CUTTING EDGE IN LIEU OF STANDARD.</p> <p>QUOTED INSTALLED ON A CLEAN CHASSIS WITH THE CORRECT CAB TO AXLE</p>		

Sub Total:	\$124,300.00
Sales Tax:	\$0.00
Grand Total:	\$124,300.00

Customer must fill out the information below before the order can be processed...

Accepted by:	
Date:	
P.O. Number:	

A 3% CHARGE WILL BE APPLIED TO ALL DEBIT/CREDIT CARD TRANSACTIONS



Kalida Truck Equipment, Inc.
30840 Tracy Rd
Walbridge OH 43465
(419) 666-3700

QUOTE

Quote ID: KLS0006694

Quote Date: 1/10/2023

Quote Valid Until: 2/9/2023

Page 6 of 6

Quoted price does not include any applicable taxes

Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order

Due to the extremely volatile steel prices, our quoted price may change at any time. Call our office for an up to date price.

12



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: 01/27/2023

Re: Obsolete Equipment

Council Members,

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

2007 Jeep Commander VIN#1JHG48K87C690982

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 vehicle we will dispose of it for scrap value.

Please call if you have any questions. Thank you.

ORDINANCE NO. 18-2023

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE, ON BEHALF OF THE CITY OF SYLVANIA, TO ENTER INTO A 2-YEAR COLLECTIVE BARGAINING AGREEMENT COMMENCING JANUARY 1, 2023, WITH THE FRATERNAL ORDER OF POLICE/OHIO LABOR COUNCIL, ON BEHALF OF THE SYLVANIA POLICE CLERKS; AND DECLARING AN EMERGENCY.

WHEREAS, on June 30, 2022, the State Employment Relations Board (SERB) certified the Fraternal Order of Police, Ohio Labor Council, Inc., as the exclusive representative of all full-time employees assigned to the position of Clerk I or Clerk II for the City’s Division of Police pursuant to Case No. 2022-REP-04-0055; and,

WHEREAS, the Fraternal Order of Police, Ohio Labor Council, Inc. has been negotiating with the City on behalf of the Police Clerks; and,

WHEREAS, as reported by the Directors of Finance and Public Safety, negotiations with the Police Clerks have resulted in a settlement allowing a wage increase of 2.75% for 2024; and,

WHEREAS, pursuant to said agreement, a timely notice to negotiate was received by the City from said Fraternal Order of Police, Ohio Labor Council, so affiliated; and,

WHEREAS, the City, through its Director of Public Safety, Director of Finance, Director of Law, and said Union, through its Negotiating Committee, having negotiated a Collective Bargaining Agreement, a copy of which is now on file with the Clerk of this Council; and,

WHEREAS, the Mayor and Director of Finance should be authorized to enter into the Collective Bargaining Agreement on behalf of this City.

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, on behalf of this City, authorized and directed to enter into a Collective Bargaining Agreement in the form and substance of said Agreement now on file with the Clerk of this Council for the years 2023 and 2024 with the Fraternal Order of Police, Ohio Labor Council representing all Police Clerks and the Mayor and Director of Finance be, and they hereby are, authorized to make any incidental changes in the language of said Collective Bargaining Agreement now on file with the Clerk of this Council if the Director of Personnel approves said Collective Bargaining Agreement as modified as to content and, both the Collective Bargaining Agreement now on file with said Clerk and/or the Agreement as modified and approved as to content by the Director of Personnel, are approved as to form by the Director of Law.

SECTION 2. That said Collective Bargaining Agreement authorized by Section 1. hereof shall be effective on and after January 1, 2023 in accordance with Article XXXV thereof.

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 authorization for signing the Collective Bargaining Agreement should be given forthwith to permit implementation of the contract provisions. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2023, as an emergency measure.

ATTEST:

President of Council
APPROVED AS TO FORM:

Clerk of Council
APPROVED:

Director of Law

Mayor

Date

ORDINANCE NO. 19-2023**AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE
TO ENTER INTO AN AGREEMENT WITH CONNOR CYTLAK; AND
DECLARING AN EMERGENCY.**

WHEREAS, Ordinance No. 31-2020, passed June 1, 2020, amended Section 125.02 – Division of Police and Section 139.03(e)(3) – Definition and Adoption of the Compensation Plan of the Codified Ordinances of Sylvania, 1979, as amended to create the new position of “Police Cadet”; and,

WHEREAS, the creation of this position and approval of the Job Description by the Sylvania Civil Service Commission allows candidates to complete the Ohio Peace Officer Training Academy and obtain their firearms certification within one year of the date of hire; and,

WHEREAS, Connor Cytlak was hired as a Police Cadet on August 10, 2022 and has completed his Ohio Peace Officer Certification; and,

WHEREAS, as the City has invested significant time, energy and resources in Mr. Cytlak’s training, an Agreement for the reimbursement of certain expenses if Mr. Cytlak leaves the City of Sylvania’s employment on or before December 31, 2025 should be entered into; and,

WHEREAS, the Directors of Public Safety and Finance and the Chief of Police have recommended the Agreement, a copy of which is attached hereto as “Exhibit A”, be approved.

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

SECTION 1. That the Mayor and Director of Finance be, and they hereby are authorized to enter into an Agreement, on behalf of the City of Sylvania, with Connor Cytlak as set forth on the attached "Exhibit A."

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

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

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

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2023, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

AGREEMENT

THIS AGREEMENT is effective this 1st day of February, 2023, by and between the City of Sylvania ("City") and Connor Cytlak ("Cytlak") who desires to become a Police Officer with the City of Sylvania Police Department.

WHEREAS, Cytlak was hired on August 10, 2022 as a Police Cadet and pursuant to the terms of the Police Cadet Job Description approved by the Sylvania Civil Service Commission, Cytlak is required to successfully complete Ohio Peace Officer Certification and firearms qualification within one year of date of hire; and,

WHEREAS, Cytlak completed the Ohio Peace Officer Training Academy and was promoted to the position of Police Officer contingent on completion of the 2000 working hour probation period and execution of this Agreement; and,

WHEREAS, Cytlak acknowledges that the City incurred substantial expense in the form of time, effort and money in the screening of applicants seeking employment as police officers and police cadets and in training and paying the wages for Cytlak to obtain the required certification to become a police officer.

WHEREAS, if Cytlak leaves employment with the City prior to December 31, 2025, Cytlak acknowledges that the City will have suffered substantial economic loss due to the payment of wages to Cytlak such that repayment of those expenses should Cytlak resign or be terminated prior to December 31, 2025 is reasonable.

NOW, THEREFORE, in consideration of the terms and conditions herein, the Parties mutually agree as follows:

1. The City provided compensation to Cytlak in the amount of Eighteen Thousand Fifty-Seven and 52/100 Dollars (\$18,057.52).
2. Cytlak successfully complete the Ohio Peace Officer Training Academy and was promoted to the position of Police Officer on January 17, 2023.
3. Cytlak shall repay the City the costs paid by the City for wages associated with Cytlak's attendance at the Ohio Basic Peace Officer Training Academy if Cytlak:
 - a. Is terminated or resigns in lieu of termination for violation of any City of Sylvania Police Department Policies and Procedures on or before December 31, 2025;
 - b. Resigns his position as Police Officer with the Sylvania City Police Department on or before December 31, 2025.
4. If Cytlak resigns or is terminated by the Sylvania City Police Department as outlined in Items 3(a) and (b) above, repayment of the City's costs in the amount of \$18,057.52 shall be as follows:
 - a. \$18,057.52 if Cytlak resigns or is terminated on or before December 31, 2023;

- b. \$12,038.35 if Cytlak resigns or is terminated between January 1, 2024 and December 31, 2024;
- c. \$6,019.18 if Cytlak resigns or is terminated between January 1, 2025 and December 31, 2025.

Repayment shall be made within thirty (30) days of invoice.

- 5. If the City commences litigation against Cytlak for recovery of the costs outlined in Paragraph 4 of this Agreement, Cytlak agrees that she will be liable for any outstanding repayment amount specified in Paragraph 4 above as well as the City's costs to commence the suit, including attorney's fees.
- 6. This Agreement shall be governed by the laws of the State of Ohio and any legal dispute shall have Lucas County as its legal venue.
- 7. This Agreement may be amended only upon written Agreement of the Parties.
- 8. If any provision or any portion hereof contained in this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall be deemed severable and remain in full force and effect.

CITY OF SYLVANIA



Connor Cytlak

By _____
Craig A. Stough, Mayor

By _____
Toby Schroyer, Director of Finance

ORDINANCE NO. 74 -2019

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AN AGREEMENT WITH THE OHIO ATTORNEY GENERAL FOR THE COLLECTION OF UNPAID INCOME TAX COLLECTION SERVICES; AND DECLARING AN EMERGENCY.

WHEREAS, the Commissioner of Taxation and Director of Finance have recommended that the City of Sylvania enter into an Agreement with the Ohio Attorney General for the collection of unpaid income tax obligations; and,

WHEREAS, at the September 3, 2019 meeting of Sylvania City Council, this matter was referred to the Finance Committee for its review and recommendation; and,

WHEREAS, the Finance Committee met on October 17, 2019 to review the Agreement with the Ohio Attorney General for the collection of unpaid income taxes and thereafter recommended that further research and consideration be done; and,

WHEREAS, a copy of the Agreement 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 an agreement with the Ohio Attorney General for the collection of unpaid income tax obligations.

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 the collection of unpaid income tax obligations should be authorized to be pursued at the earliest possible time, and therefore, this Ordinance should be effective immediately. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2023, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date



DAVE YOST
OHIO ATTORNEY GENERAL

Collections Enforcement
Office 614-466-8360
Fax 614-752-9070

150 East Gay Street, 21st Floor
Columbus, OH 43215
www.OhioAttorneyGeneral.gov

**DELINQUENT DEBT COLLECTION AGREEMENT
BETWEEN THE
OHIO ATTORNEY GENERAL
AND
THE CITY OF SYLVANIA**

I. PARTIES

1.1. THIS DELINQUENT DEBT COLLECTION AGREEMENT (this "Agreement") is between the Ohio Attorney General (hereinafter "Attorney General") and THE CITY OF SYLVANIA ("Political Subdivision"), collectively referenced herein as the "Parties."

II. PURPOSE

2.1. The Political Subdivision has requested that the Attorney General undertake, and the Attorney General agrees to undertake, the collection of delinquent debt owed to the Political Subdivision, pursuant to Ohio Revised Code ("O.R.C.") § 131.02. This Agreement sets forth the rights, duties and obligations of the Parties and the amounts to be charged, collected and allocated between the Political Subdivision and Attorney General. This Agreement will become effective in ten business days once fully executed ("Effective Date").

III. CERTIFICATION OF DEBT

3.1. The Parties agree that this Agreement shall apply to amounts owed to Political Subdivision that meet the criteria specified on the attached Exhibit "A" (hereinafter the "Debt"). The Parties may, from time to time, change the categories of debt to be certified to the Attorney General by amending Exhibit "A" pursuant to the discretion of the Section Chief of the Collections Enforcement Section of the Attorney General and THE CITY OF SYLVANIA of the Political Subdivision. Such changes to the categories of debt identified on Exhibit "A" shall not be construed as an amendment or termination of this Agreement.

3.2. Political Subdivision hereby warrants that all Debts certified to the Attorney General for collection pursuant to this Agreement are or will be legally due and owing to Political Subdivision at the time of certification.

3.3. Political Subdivision hereby warrants that it has complied or will comply with all conditions precedent to the legality of certifying the Debt for collection prior to certifying the Debt to Attorney General pursuant to this Agreement.

3.4. Political Subdivision hereby warrants that it has obtained the approval of any person or entity whose approval is required as a condition to entering into this Agreement. True and correct copies of any such approvals shall be attached hereto as Exhibit "B."

3.5. Political Subdivision shall identify and itemize the amounts owed in any bills or mailings issued to the debtors prior to certifying the Debt pursuant to this Agreement. Such itemization shall separately identify penalties, fees, costs and interest, if any, added to the principal balance of the amounts owed. For all Debt certified under this Agreement, Political Subdivision shall maintain account records documenting the principal balance of the amounts owed, as well as any penalties, fees, costs and interest, from the date such debt becomes due and owing to Political Subdivision until the debt is paid in full, resolved or written off as specified herein.

3.6. Political Subdivision shall make all account records related to the Debt fully available to specified Attorney General personnel in order for the Attorney General to actively identify and pursue collection activities. Political Subdivision shall retain account records related to the Debt so long as the Debt remains outstanding, or until the Debt is resolved or written off as specified herein.

3.7. Political Subdivision agrees and shall forward all payments received on certified Debt to the Attorney General. In the event that Political Subdivision accepts a debtor's payment on Debt certified to the Attorney General, Political Subdivision agrees to promptly notify the Attorney General of the details of the payment, including date, amount, remitter, check or instrument number and forward the payment to the Attorney General.

3.8. In the event that any debtor owing Debt certified to the Attorney General files bankruptcy or other insolvency proceeding, Political Subdivision shall immediately notify the Attorney General of such filing. The Attorney General shall cease all collection efforts with regard to such Debt. Political Subdivision remains exclusively and solely responsible for protecting its interest in bankruptcy & other insolvency proceedings. Upon notice that Debt certified to the Attorney General is subject to bankruptcy or other insolvency proceeding, the Attorney General shall close the affected accounts and such accounts shall no longer be considered to be certified to the Attorney General. Other insolvency proceeding may include but is not limited to receivership or foreclosure.

IV. ALLOCATION OF FEES AND COLLECTION COSTS

4.1 The client may choose for each account certified to the Attorney General to bear interest (hereinafter "AGI") at the annual rate established by the Tax Commissioner under O.R.C. § 5703.47. Upon recovery AGI is paid to Political Subdivision, not to Attorney General. AGI may be waived, either by Political Subdivision or the Attorney General. Political Subdivision also has discretion to request that AGI not be assessed as an additional obligation of debtors. If this request is indicated, the cost of AGI will not be added to the Debt. Political Subdivision may execute the Service Level Agreement attached hereto as Exhibit "C" to designate the preference of Political Subdivision as to AGI. If no preference is indicated, Attorney General may waive AGI at its discretion, and the addition of AGI to the Debt will increase the debtors' obligation. The AGI is in place of any separate accruing interest of the Political Subdivision on the Debt once certified to the Attorney General.

4.2 Pursuant to O.R.C. § 131.02, the Attorney General is authorized to deduct the Attorney General's collection cost from all amounts collected, calculated upon all certified amounts recovered, plus interest and fees accruing from the date of certification to Attorney General. Attorney General collection costs may be waived, either by the Attorney General or jointly by the Political Subdivision and the Attorney General. The Parties agree that the Attorney General will pass all Attorney General collection costs on to the debtor as an additional obligation of debtor. The Attorney General collection cost is 10% pursuant to O.R.C. § 109.08.

4.3 Upon agreement, the Attorney General may also hire third party vendors to collect claims for Political Subdivision and to pay such third party vendors for their services ("TPV Fees") from funds collected by them. Political Subdivision may execute the Service Level Agreement attached hereto as Exhibit "C" to designate the preference of Political Subdivision with respect to the assignment of Debt to TPVs. If no preference is indicated the Attorney General will assign Debt to TPVs in accordance with an established assignment strategy. TPV fees shall be paid at rates set by the Attorney General. The Parties agree that the Attorney General will pass all TPV Fees on to debtors as an additional obligation of the debtors.

4.4 Upon agreement the Attorney General may appoint special counsel to collect claims for Political Subdivision and to pay such special counsel for their services ("Special Counsel Fees") from funds collected by them. Political Subdivision may execute the Service Level Agreement attached hereto as Exhibit "C" to designate the preference of Political Subdivision with respect to the assignment of Debt to Special Counsel. If no preference is indicated the Attorney General will assign Debt to Special Counsel in accordance with an established assignment strategy. Special Counsel Fees shall be paid at rates set by the Attorney General. The Parties agree that the Attorney General will pass all Special Counsel Fees on to debtors as an additional obligation of the debtors.

4.5 Political Subdivision may execute a different Service Level Agreement for each category of debt certified pursuant to this Agreement, and each Service Level Agreement shall be attached as additional pages of Exhibit "C."

4.6 Political Subdivision may change or terminate the Service Level Agreement(s) attached hereto as Exhibit "C" upon appropriate written notice as specified therein, and any change or termination of the Service Level Agreement(s) shall not be construed as an amendment or termination of this Agreement.

V. DISBURSEMENT PROCESS/PAYMENT OF COLLECTION COSTS

5.1 On a weekly basis the Attorney General shall disburse to the Political Subdivision the full amounts collected on the Debt minus any applicable collection costs or fees as outlined herein. The Political Subdivision and Attorney General shall have the authority to settle or compromise any account in the Debt which is agreed upon by the Political Subdivision and Attorney General as payment in full based on the best interests of the Parties. At the time of the Attorney General's disbursement to the Political Subdivision, the Political Subdivision will receive the amount collected minus the Attorney General's collection costs and any applicable TPV Fees or Special Counsel Fees pursuant to this Agreement.

5.2 The Parties agree that court cases and judgment liens shall not be dismissed or deemed satisfied without the Political Subdivision's consent that all the fees have been paid by the debtor liable for costs under the court case and/or judgment lien.

5.3 Disbursements to the Political Subdivision of amounts due hereunder may be made via state check or by Automated Clearing House ("ACH") deposit, at the Attorney General's discretion. Political Subdivision acknowledges that the Attorney General prefers to remit all payments by ACH deposit, and Political Subdivision agrees to execute an ACH payment authorization in accordance with the form attached hereto as Exhibit "D" within thirty (30) days after the Effective Date of this Agreement.

VI. CERTIFICATION AND CANCELLATION OF DEBT

6.1. Political Subdivision will certify only Debt to the Attorney General which is past due and final, in accordance with O.R.C. § 131.02(A). O.R.C. § 131.02 provides that the Attorney General and Political Subdivision may determine an appropriate time beyond the regular 45-day requirement to certify delinquent debt. Such exceptions may be made as the Attorney General and the Political Subdivision mutually agree are appropriate.

6.2. The Parties acknowledge and agree that O.R.C. §131.02 empowers the Attorney General to, with the consent of the chief officer of an entity reporting a debt, cancel the debt or cause the same to be canceled. O.R.C. § 131.02(F)(2) provides a general statute of limitations of forty (40) years from the date of certification to collect claims. O.R.C. § 131.02(F)(1) allows the Attorney General to cancel uncollectible claims earlier, with the approval of the Political Subdivision. Political Subdivision may execute the Service Level Agreement attached hereto as Exhibit "C" to designate the preference of Political Subdivision. If no preference is indicated, the write off period will be fifteen (15) years after the date of certification. Exceptions revising the write off period for specified claims or categories of debt may be agreed to by the Attorney General and the Political Subdivision as amendments to the Service Level Agreement, and such amendments shall not be construed as an amendment or termination of this Agreement.

VII. CONFIDENTIALITY

7.1. Any confidential debtor information made available to Attorney General in the course of performance of this Agreement shall be used only for the purpose of carrying out the provisions of this Agreement pursuant to the Attorney General's statutory obligations. Additionally, the Attorney General shall not sell any debtor information to any third parties.

VIII. LIABILITY

8.1. Each Party shall be responsible for its own acts and omissions and those of its officers, employees and agents.

IX. CHOICE OF LAW

9.1. This Agreement is made and entered into in the State of Ohio and shall be governed and construed in accordance with the laws of Ohio. Any legal action or proceeding related to this Agreement shall be brought in Franklin County, Ohio, and the Parties irrevocably consent to jurisdiction and venue in Franklin County, Ohio.

X. COMPLIANCE WITH LAW

10.1. The Parties, in the execution of their respective duties and obligations under this Agreement, agree to comply with all applicable federal, Ohio and local laws, rules, regulations and ordinances.

XI. RELATIONSHIP OF THE PARTIES

11.1. It is fully understood and agreed that a Party's personnel shall not at any time, or for any purpose, be considered as agents, servants, or employees of the other Party.

11.2. Except as expressly provided herein, neither Party shall have the right to bind or obligate the other Party in any manner without the other Party's prior written consent.

XII. MODIFICATION

12.1. This Agreement constitutes the entire agreement between the Parties, and any changes or modifications to this Agreement shall be made and agreed to by the Parties in writing.

XIII. TERMINATION/EXPIRATION

13.1. Either party may terminate this Agreement for any reason by giving written notice, at least forty-five (45) days in advance of the date of termination, to the other Party via e-mail, facsimile transmission, mail, certified mail or personal delivery to the other Party's signatory to this Agreement.

13.2. If there is pending litigation in connection with any Debt, termination shall not be effective until the Attorney General terminates the legal representation in the litigation matter. The Attorney General shall be compensated for Debt collected and received prior to termination. The Parties agree to cooperate so as to effectuate a speedy and efficient transfer of the work to Political Subdivision.

XIV. SIGNATURES

14.1. The Parties may submit their signatures to the Agreement in counterparts, which taken together will constitute a valid enforceable Agreement. Facsimile or copied signatures shall be considered valid and enforceable.

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

ACCEPTED AND APPROVED:

THE CITY OF SYLVANIA

Date

OHIO ATTORNEY GENERAL
DAVE YOST

By: _____

Date

Lucas Ward
Section Chief

**DELINQUENT DEBT COLLECTION AGREEMENT
BETWEEN THE
OHIO ATTORNEY GENERAL
AND**

THE CITY OF SYLVANIA

EXHIBIT "A"

The Parties agree that the following categories of debt may be certified to the Attorney General. All debt must be final with a minimum principal amount of \$100.00.

Examples of Categories of Debt to be certified:

- (a) Statutory fees as assessed by a Political Subdivision;
- (b) Civil court costs; and
- (c) Criminal court costs so long as the defendant is not incarcerated on the date the debt is certified.
- (d) Debt must be declared final with no chance of appeal or no future changes to the amount of the debt sent to the Attorney General for collection purposes.
- (e) Debt from a school system must be as a result of a contractual agreement.

Examples of Categories of Debt NOT to be certified:

- (a) Debt that is against a juvenile.
- (b) Debt against a presently incarcerated individual.
- (c) Debt that is involved in a bankruptcy, rental or foreclosure action.
- (d) Debt from any type of utility.
- (e) Debt resulting from code enforcement violations.
- (f) Debt that results from a red light camera violation/citation.

PLEASE NOTE: THE ATTORNEY GENERAL'S OFFICE RESERVES THE RIGHT TO DECLINE ACCEPTANCE OF ACCOUNTS BASED ON QUANTITY, VALUE, OR DEBT TYPE

**PLEASE LIST THE TYPE OF DEBTS YOU WILL BE CERTIFYING TO THE
ATTORNEY GENERAL'S OFFICE:**

Delinquent income tax accounts.

**DELINQUENT DEBT COLLECTION AGREEMENT
BETWEEN THE
OHIO ATTORNEY GENERAL
AND
THE CITY OF SYLVANIA**

EXHIBIT "B"

The Delinquent Debt Collection Agreement Between the Ohio Attorney General and

THE CITY OF SYLVANIA , executed by _____ ,
, on _____, is hereby ratified and approved.

POLITICAL SUBDIVISION AUTHORITY (I.E. COUNTY COMMISSIONERS, COUNCIL)

Date _____

Date _____

Date _____

POLITICAL SUBDIVISION LEGAL AUTHORITY (I.E. PROSECUTOR, LAW DIRECTOR)

Date _____

**DELINQUENT DEBT COLLECTION AGREEMENT
BETWEEN THE
OHIO ATTORNEY GENERAL
AND
THE CITY OF SYLVANIA**

**EXHIBIT "C"
SERVICE LEVEL AGREEMENT**

The following Service Level Agreement is made between the Attorney General of Ohio, Collections Enforcement Section ("AGO") and THE CITY OF SYLVANIA ("CLIENT"), collectively referenced herein as the "Parties". CLIENT authorizes and the Parties to this Service Level Agreement agree to the following **(if no line is checked, the Parties' agreement is indicated by asterisk, which is the default agreement)**:

- Attorney General Interest (AGI)** AGO is granted the authority to add AGI to the amount owed by the debtor to be paid to the client (see section IV (4.1) of the Debt Collection Agreement.
- AGI** AGO is NOT granted the authority to add AGI to the amount owed by the debtor to be paid to the client.
- If AGI is to be added** AGO is granted the authority to waive AGI*
 CLIENT and AGO jointly waive AG Interest
- Write Off Period:** 15 years*
 ____ Years (insert number of years)
- Third Party Vendor:** AGO will forward uncollected Debt.*
 AGO will not forward uncollected Debt.
- Special Counsel:** AGO will forward uncollected Debt.*
 AGO will not forward uncollected Debt.

Either Party may terminate this Service Level Agreement for any reason by giving written notice, at least forty-five (45) days in advance of the date of termination to the other Party, via e-mail, facsimile transmission, regular U.S. mail, certified mail or personal delivery to the other Party's signatory to this Agreement. Regardless of the termination of this agreement, CLIENT is still legally obligated to certify its outstanding Debt pursuant to the Delinquent Debt Collection Agreement between the Parties, until that Agreement is separately terminated. This Service Level Agreement shall remain and continue in full force and effect unless modified or terminated in writing.

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

ACCEPTED AND APPROVED:

THE CITY OF SYLVANIA

Date

OHIO ATTORNEY GENERAL
DAVE YOST

By: _____

Lucas Ward
Section Chief

Date

16

RESOLUTION NO. 2- 2023

**A RESOLUTION OF THE COUNCIL OF THE CITY OF SYLVANIA
ESTABLISHING THE DOWNTOWN DECORATIONS ADVISORY
BOARD; REPEALING RESOLUTION NO. 15-2009; AND DECLARING
AN EMERGENCY.**

WHEREAS, Resolution No. 15-2009, passed December 21, 2009, established the Downtown Decorations Advisory Board provided for the membership on the Board as follows: the President of the Sylvania Area Chamber of Commerce; the President of the Sylvania Arts Commission; the President of Sylvania City Council; One (1) Member of the Mayor's Administrative Staff to be appointed by the Mayor; and One (1) downtown business owner to be appointed by the other members of the Downtown Decorations Advisory Board; and,

WHEREAS, banners and other decorations have been installed on a rotating basis in the downtown area, defined as the corner of Main and Erie to the Root Learning Building driveway; Summit from Erie to Monroe; Monroe from Harroun to Silica/Judi Young Lane; and,

WHEREAS, since the Downtown Decorations Advisory Board was established in 2009, the participation and representation on the Board has evolved and, therefore, the membership on the Board should be updated to reflect the current structure; and,

WHEREAS, the Downtown Decorations Advisory Board will continue to oversee all decorative fixtures in the downtown district and will operate under the Downtown Sylvania Association; and,

WHEREAS, the members of the Downtown Decorations Advisory Board will be (or their designees): the President of the Sylvania Area Chamber of Commerce, the President of the Sylvania Arts Commission, One (1) Member of the Mayor's Administrative Staff to be appointed by the Mayor, the President of the Downtown Sylvania Association and the Executive

Director of Heritage Sylvania.

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

SECTION 1. That Resolution No. 15-2009, passed by Sylvania City Council on December 21, 2009, is hereby repealed.

SECTION 2. That the Downtown Decorations Advisory Board is hereby established and the members of the Downtown Decorations Advisory Board will be (or their designees): the President of the Sylvania Area Chamber of Commerce, the President of the Sylvania Arts Commission, One (1) Member of the Mayor’s Administrative Staff to be appointed by the Mayor, the President of the Downtown Sylvania Association and the Executive Director of Heritage Sylvania.

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

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

SECTION 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 City should establish the Downtown Decorations Advisory Board 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 this 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



17

OFFICE OF THE MAYOR
CRAIG A. STOUGH, MAYOR

February 3, 2023

TO THE MEMBERS OF SYLVANIA CITY COUNCIL:

RE: Appointment to the Audit Committee of Sylvania, Ohio

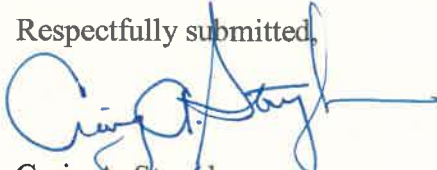
Dear Council Members:

Mr. John Monaghan, CPA, CVA, 6132 Rockdale Lane, Sylvania, Ohio has expressed his interest in serving on the Audit Committee of Sylvania, Ohio.

Mr. Monaghan currently serves as the Director of Tax & Business Advisory Services for GBQ Partners, LLC. Prior to joining GBQ, Mr. Monaghan started his own accounting firm in 1998, which merged with VZN Group, LLC in 2004. While at VZN, he provided tax, business valuations and business consulting services until GBQ acquired VZN in 2022. Mr. Monaghan is a member of the American Institute of Certified Public Accountants, the Ohio Society of Certified Public Accountants and the National Association of Certified Valuators and Analysts.

Mr. Monaghan serves as Treasurer of the Sylvania Area Community Improvement Corporation and is also an active member of the Sylvania Area Chamber of Commerce and the Sylvania Schools Foundation.

Therefore, I am pleased to announce the appointment of John Monaghan to the Audit Committee of Sylvania, Ohio, and request that you confirm this appointment.

Respectfully submitted,

Craig A. Stough
Mayor

CAS/lb

A



DIVISION OF POLICE
 DANILYNN M. MILLER, CHIEF OF POLICE

February 6, 2023

To: The Mayor and Members of the City Council

Re: 2022 Law Enforcement Trust Fund Report
 2022 Drug Law Enforcement Fund Report
 2022 Federal Equitable Sharing Fund
 2022 Property Seized/Forfeited Report

Pursuant to resolutions 11-90 and 12-90.

Law Enforcement Trust Fund - Resolution 11-90 (account - 225)

<u>Revenue</u>	<u>Expenditures</u>	<u>2022 Ending Balance</u>
\$25,901.54 Balance from 2021	\$4,288.76 DARE Materials	\$21,612.78
\$-0- Property/Cash seizures	& Tshirts	

Drug Law Enforcement Fund - Resolution 12-90 (account - 226)

<u>Revenue</u>	<u>Expenditures</u>	<u>2022 Ending Balance</u>
\$14,287.47 Balance from 2020	\$-0- training	\$16,787.72
\$1,811.30 Sylvania Court mandatory fines	\$-0- equipment	
\$-0- Common Pleas Court mandatory fines	\$-0- investigations	
\$ 1585.00 other miscellaneous (court error reimbursement)	\$500.00 (SPA Golf Outing)	

Federal Equitable Sharing Fund (account - 229)

<u>Revenue</u>	<u>Expenditures</u>	<u>2022 Ending Balance</u>
\$773,487.41 balance from 2020	\$-0- training	\$728,407.96
\$-0- Federal seizures (USSS)	\$47,427.51 equipment	
\$1,889.62 interest posted	\$-0- investigations	
\$-0- other	\$-0- leased vehicles	

Seized/Forfeited Property in 2022

Seized Property

\$-0- forfeited cash or bond back property
\$-0- seized this year.
\$472.87 Pending disposition

Disposition/Proceeds

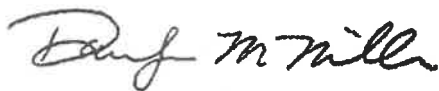
\$-0- Forfeit to account 802
\$-0- (Pending)

Non-cash Seizures (2021)

-None

There were no other revenues, expenditures, or seizures during this reporting period.

Respectfully submitted,



Danilyn M. Miller
Chief of Police



B

VEHICLE MAINTENANCE
JASON MUSIC

Division of Vehicle Maintenance
Fourth Quarter 2022

Key Statistics

No. of vehicles serviced and repaired:

This Quarter	99
Last Quarter	82

	<u>Unit count</u>	<u>Parts \$</u>	<u>Labor \$</u>	<u>Misc</u>
<u>Fleet Condition:</u>				
<u>SPD:</u> Good, routine maint.	60	\$5,877.00	\$6,255.00	\$1,105.00
<u>Streets:</u> Good, routine maint.	19	\$4,294.00	\$2,685.00	\$480.00
<u>Water:</u> Good, routine maint.	6	\$392.00	\$690.00	\$0.00
<u>Sewer:</u> Good, routine maint.	2	\$65.00	\$240.00	\$0.00
<u>Parks:</u> Good, routine maint.	8	\$5,122.00	\$1,080.00	\$0.00
<u>Other Depts:</u> Good, routine Maint.	4	\$1,216.00	\$2,100.00	\$200.00
<u>Totals</u>	99	\$16,966.00	\$13,050.00	\$1,785.00

Misc Repairs (sublet):

Total Vehicle Maintenance cost: **\$31,801.00**

First Quarter 2023: Provide revolving repair and maintenance for all departments. Ready and maintain seasonal equipment such as leaf loaders and plow trucks. As the fleet ages, the equipment will require more maintenance and repairs.

Jason Music

Jason Music
Vehicle Maintenance Manager
1/9/2023