

## **Sylvania City Council**

April 17, 2023

### **7:30 p.m. Council Meeting**

#### **Agenda**

1. Roll call: Mr. Frye, Mr. Hansen, Mr. Haynam, Mr. McCann, Mr. Richardson, Ms. Stough, Mrs. Westphal.
2. Pledge of Allegiance to the United States of America led by Mr. Haynam.
3. Additions to the agenda.
4. Approval of the Council meeting minutes from April 3, 2023.
5. 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.
6. Proposed Ordinance No. 101-2022, Amending the Codified Ordinances of the City of Sylvania, 1979, as amended by amending Section 171.22-Landlord Reporting.
7. Proposed Ordinance No. 37-2023, Authorizing the Mayor and Director of Finance to enter into Subdivision Participation forms with Teva, Allergan, CVS, Walgreens and Walmart, on behalf of the City of Sylvania, consistent with the terms of the National Opioid Settlement Agreements.
8. Columbia Gas Easement Agreement & Supplemental Agreement Request.
  - a. Service Director's report on agreements.
  - b. Proposed Ordinance No. 38-2023, Authorizing the Mayor and Director of Finance to execute and deliver to Columbia Gas of Ohio, Inc. an easement agreement for utility purposes.
9. Monroe & Silica Improvement Project.
  - a. Service Director's report on agreement amendment.
  - b. Proposed Ordinance No. 39-2023, Authorizing the Mayor and Director of Finance to enter into a Construction Agreement Amendment with Norfolk Southern Railway Company relative to this project.
10. ODOT Salt Bid.
  - a. Service Director's report on salt bids.
  - b. Proposed Ordinance No. 40-2023, Authorizing the Mayor and Director of Finance to enter into an agreement with ODOT for the purchase of roadway de-icing salt.
11. Authorize the Service Department to request Final Design Engineering Consultant Letters of Interest for the Downtown Transportation Improvements project.

12. Committee reports.
13. Committee referrals.

### **INFORMATION**

NONE

Minutes of the Meeting of Council  
April 3, 2023

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

Roll call:  
6 present, Ms. Stough excused.  
Mayor Stough excused.

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

Pledge of Allegiance.

Mr. Frye stated that Council will now consider agenda item 3.

The following item has been added to the agenda:

Item #3A – Vote for Council President Pro-Tem.

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

Agenda approval.

Mr. Frye stated that Council will now consider added agenda item 3A.

Mr. Haynam moved to nominate Mrs. Westphal as City Council President Pro-Tem, Mr. McCann seconded; roll call vote being: Frye, Haynam, Hansen, McCann, Richardson, Westphal; (6) yeas; (0) nays. The motion carried.

Vote for President Pro-Tem.

Mr. Frye stated that Council will now consider agenda item 4.

Mrs. Westphal presented the March 20, 2023 meeting minutes. Mrs. Westphal moved, Mr. Hansen 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 March 20, 2023 be approved; roll call vote being: Hansen, Haynam, McCann, Richardson, Westphal, Frye; (6) yeas; (0) nays. The motion carried.

Approval of the March 20, 2023 meeting minutes.

Mr. Frye stated that Council will now consider agenda item 5.

Services Director’s report on proposal was placed on file. Mr. Richardson presented and read aloud by title only, proposed Ordinance 36-2023, a written copy of same having been previously furnished to each member of Council “Accepting the proposal of DGL Consulting Engineers, LLC to provide professional engineering services for the Brint Road/Harroun Road Intersection Congestion Mitigation and Air Quality (“CMAQ”) grant application assistance; appropriating funds therefore in the amount of \$8,000; and declaring an emergency.”; Mr. Richardson moved, Mr. Haynam seconded for passage of Ordinance 36-2023 as an emergency measure; roll call vote being: McCann, Richardson, Hansen, Westphal, Haynam, Frye; (6) yeas; (0) nays. The motion carried.

Ordinance No. 36-2023, “Accepting the Proposal of DGL...Brint/Harroun... “CMAQ” grant application...”

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Mr. Frye stated that Council will now consider agenda item 6.

Mrs. Westphal presented proposed Resolution 3-2023 and requested that it be referred back to the Employee & Community Relations Committee, a written copy of same having been previously furnished to each member of Council “A Resolution amending the procedure for Sylvania City Council’s appointments to the Historical Village Board, the Board of Zoning Appeals, the Fire/EMS Advisory Board, and the Sylvania Area Joint Recreation District Board of Trustees; and declaring an emergency.”; Mrs. Westphal moved, Mr. Richardson seconded that proposed Resolution 3-2023 be referred back to the Employee & Community Relations Committee for additional discussion on June 5, 2023 at 7:00 p.m.; roll call vote being: McCann, Richardson, Hansen, Westphal, Haynam, Frye; (6) yeas; (0) nays. The motion carried.

Resolution No. 3-2023, “Amending Sylvania City Council’s Appointments to various Boards...” Referred back to Emp & CR Comm. Set for 6/5/23 at 7:00pm.

Mr. Frye stated that Council will now consider agenda item 7.

Mr. Frye reported on the Committee of the Whole meeting held this date. Mr. Shaw and Mr. Aller gave an update on the Ohio Department of Transportation-US23/Monroe Street Bridge Deck Replacement project slated for 2025. Discussion on pocket parks, multi-use path on north side of bridge among other details of project. May 9, 2023 will be the Public Input meeting at Northview High School.

Committee of the Whole Meeting report

Mr. Frye reported on the Finance Committee meeting held this date. Open discussion on the Ohio Attorney General’s collection of delinquent income tax program. Mr. Schroyer gave more information on the program and how it can be utilized. Also discussed during this meeting was the policy on annual reporting of residential apartment complexes to the Income Tax Dept; civil not criminal penalty was decided. Lastly, Mr. Schroyer was asked to invite the city’s three investment agencies to the next Finance Committee meeting set for May 1, 2023 at 6:30 p.m. Mr. Frye moved, Mrs. Westphal seconded; roll call vote being: Richardson, Hansen, Westphal, McCann, Haynam, Frye; (6) yeas; (0) nays. The motion carried.

Finance Committee Meeting report & set new Finance Committee meeting for 5/1/23 at 6:30pm.

Mr. Frye asked Mr. Sanford to give a brief update on the proposed downtown banners. Mr. Sanford had photos of the banners included in the council packet and stated that Scott’s Quality Concrete is the sponsor with artists being Hudson Gallery and Fuller Art House.

Downtown Banner update by Bill Sanford.

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Mr. Frye asked Police Chief Miller to give an update on any traffic issues with the Silica Bridge removal project. Chief Miller stated Northview High School arrival and dismissal both occurred without any accidents or problems. There were several police officers visible and available helping with traffic control. Mr. McCann asked Mr. Aller for regular construction updates which will be provided to council.

NVHS traffic update by Chief Miller.

Mr. Frye stated all agenda items have been addressed.

Mrs. Westphal moved, Mr. McCann seconded to adjourn at 7.58 p.m. Roll call vote being: Richardson, Westphal, Frye, Hansen, Haynam, McCann; (6) yeas; (0) nays.

Adjournment.

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Clerk of Council

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Mayor

**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, the Finance Committee met on January 17, 2023 and April 3, 2023 and recommended approval of the Agreement with the Ohio Attorney General for the collection of unpaid income tax for those taxpayers owing more than \$1,000 in unpaid income taxes; and,

WHEREAS, thereafter, at the April 3, 2023 meeting of Sylvania City Council, the Director of Law was directed to prepare the legislation authorizing said Agreement, a copy of which is attached hereto as "Exhibit A."

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

SECTION 1. That the Mayor and Director of Finance be, and they hereby are authorized to enter into 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

le

**ORDINANCE NO. 101 -2022**

**AMENDING THE CODIFIED ORDINANCES OF THE CITY OF SYLVANIA, 1979, AS AMENDED BY AMENDING SECTION 171.22 – LANDLORD REPORTING; AND DECLARING AN EMERGENCY.**

WHEREAS, the Commissioner of Taxation and Director of Finance have recommended that Section 171.22 of the Codified Ordinances of Sylvania be amended as set forth on the attached “Exhibit A” to require commercial, as well as residential, landlords to provide tenant information to the Tax Department; and,

WHEREAS, at the November 21, 2022 meeting of Sylvania City Council, the proposed legislation was referred to the Finance Committee for its review and recommendation; and,

WHEREAS, the Finance Committee met on January 17, 2023 and April 3, 2023 and thereafter recommended that Section 171.22 be amended as set forth on the attached “Exhibit A;” and,

WHEREAS, at the April 3, 2023 meeting of Sylvania City Council, the Director of Law was directed to prepare the necessary legislation for said amendments authorized.

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

SECTION 1. That Section 171.22 – Landlord Reporting of the Codified Ordinances of Sylvania, 1979, as amended, be and it is, hereby further amended to read as set forth on the attached “Exhibit A.”

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



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

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the amendment to this Chapter should be provided for 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 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

171.22 LANDLORD REPORTING.

(a) Each owner, or the duly designated agent thereof, of one or more units of real property located within the city and which are rented or available for rent shall submit to the Commissioner of Taxation, or the designee thereof, on or before January 1 and June 1 of each year a list of tenants presently occupying those rental units and those units vacant. For the purposes of this section, rented units includes any unit of real property which is subject to a rental unit, whether oral or written, for residential, commercial or industrial purposes.

(b) Each owner, or the duly designated agent thereof, shall incur a penalty of \$5 per month, per tenant, up t a maximum of \$1,000 for failure to comply with subsection (A) of this section.

(Ord. 101-2022. Passed \_\_\_\_\_-2023.)

“Exhibit A”

**ORDINANCE NO. 37-2023**

**AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO SUBDIVISION PARTICIPATION FORMS WITH TEVA, ALLERGAN, CVS, WALGREENS AND WALMART, ON BEHALF OF THE CITY OF SYLVANIA, CONSISTENT WITH THE TERMS OF THE NATIONAL OPIOID SETTLEMENT AGREEMENTS; AND DECLARING AN EMERGENCY.**

WHEREAS, in 2021, nationwide settlements were reached to resolve all opioids litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors and against the manufacturer and its parent company; and,

WHEREAS, Ordinance No. 56-2021, passed August 16, 2021, authorized the Mayor and Director of Finance to enter into a Memorandum of Understanding, on behalf of the City of Sylvania, with OneOhio, consistent with the terms of the July 21, 2021 National Opioid Settlement Agreement; and,

WHEREAS, in late 2022, agreements were announced with three pharmacy chains (CVS, Walgreens and Walmart) and two additional manufacturers (Allergan and Teva) and, in January, 2023, each of those pharmacy chains and manufacturers confirmed that a sufficient number of states, including Ohio, had agreed to the settlements to move forward; and,

WHEREAS, consistent with the 2021 National Settlements, states and local governments that want to participate in the 2022 National Settlements have the opportunity to “opt in” and the greater the level of subdivision participation, the more funds will ultimately be paid out for abatement; and,

WHEREAS, assuming maximum participation, Teva will be required to pay up to \$3.34 billion over 13 years and to provide either \$1.2 billion of its generic version of the drug Narcan over 10 years or \$240 million of cash in lieu of product, as each state may elect; Allergan will be required to pay up to \$2.02 billion over 7 years; CVS will be required to pay up to \$4.9 billion

over 10 years; Walgreens will be required to pay up to \$5.52 billion over 15 years; and Walmart will be required to pay up to \$2.74 billion in 2023, and all payments to be made within 6 years; and,

WHEREAS, the Director of Law has recommended approval of the Subdivision Participation and Release Forms between the City of Sylvania and the pharmacy chains and manufacturers, copies of which are 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 the Subdivision Participation and Release Forms with CVS, Walgreens, Walmart, Teva and Allergan on behalf of the City of Sylvania, 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 Participation Forms should be approved at the earliest possible time so that the City can participate in the National Opioid Settlements. 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



8a.

DEPARTMENT OF PUBLIC SERVICE  
KEVIN G. ALLER, PE DIRECTOR

April 17, 2023

To: The Mayor and Members of Sylvania City Council

Re: **Columbia Gas Easement Agreement and Supplemental Agreement Request  
Heritage Village Lot 6 (TDP 82-94086, 5734 Lane Drive)**

Dear Mr. Mayor and Council Members:

Columbia Gas of Ohio is performing a pipeline replacement project within the downtown area. Specifically, they are installing 11,785 feet of new plastic pipe serving 233 residences on Summit Street, Main Street, Erie Street, Long Street, Orchard Drive, Country Place, Colonial Court, and Maplewood Avenue.

As a part of this work Columbia Gas has requested approval an easement agreement and supplement agreement for a portion of their work within the Sylvania Historical Village (5734 Lane Drive, TDP 82-94086). This is the parcel behind Element that contains the train barn and is not located within the public right-of-way.

The easement width is 10' with the area shown in Exhibit A and described in Exhibit B.

As a result, we would recommend approval of the enclosed Columbia Gas of Ohio easement agreement and supplemental agreement. Please call with any questions.

Sincerely,

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

8b.

**ORDINANCE NO. 38-2023**

**AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO EXECUTE AND DELIVER TO COLUMBIA GAS OF OHIO, INC. AN EASEMENT AGREEMENT FOR UTILITY PURPOSES; AND DECLARING AN EMERGENCY.**

WHEREAS, Columbia Gas of Ohio, Inc. (“Columbia Gas”) is replacing 11,785 feet of pipeline in Sylvania’s downtown area; and,

WHEREAS, Columbia Gas is installing new plastic pipe to serve 233 residences on Summit Street, Main Street, Erie Street, Long Street, Orchard Drive, Colonial Court, and Maplewood Avenue; and,

WHEREAS, as part of this project, Columbia Gas has requested a 10’ Easement from the City of Sylvania for work they will be performing within the Sylvania Historical Village (5734 Lane Drive, Sylvania, Ohio); and,

WHEREAS, the Director of Public Service, by report dated April 17, 2023, has recommended approval of the proposed 10’ Easement Agreement and Supplemental Agreement; and,

WHEREAS, the granting of said Easement Agreement and Supplemental Agreement as set forth in “Exhibit A” will permit Columbia Gas to properly install and maintain the necessary natural gas pipelines at the Sylvania Historical Village.

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 execute on behalf of this City, the Easement Agreement and Supplemental Agreement set forth as “Exhibit A” and to deliver the same to Columbia Gas of Ohio, Inc.

SECTION 2. That the method, manner, consideration and procedure for the granting of said easement to Columbia Gas of Ohio, Inc. is hereby determined to be as set forth in this Ordinance.

SECTION 3. That the City execute the easement for the above-mentioned purposes.

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 easement should be granted immediately so that Columbia Gas can install and maintain the natural gas pipelines necessary to provide natural gas service to the City's facilities. 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

Easement No. \_\_\_\_\_

### **EASEMENT**

FOR AND IN CONSIDERATION of One Dollar (\$1.00) and other good and valuable consideration to it in hand paid, receipt of which is hereby acknowledged, **City of Sylvania**, an Ohio municipal corporation (hereinafter called the Grantor), does hereby grant to **COLUMBIA GAS OF OHIO, INC.**, with principal offices at 290 West Nationwide Boulevard, Columbus, Ohio 43215, (hereinafter called the Company), its successors and assigns, the right to lay pipelines, including lateral pipeline connections, together with service connections, over and through the premises hereinafter described, and to operate and maintain without restriction or limitation, repair, replace, or change the size of its pipes without interruption to service and remove same, together with valves and other necessary appurtenances on lands situated in the City of Sylvania, Sylvania Township, Lucas County, State of Ohio, and more particularly described as follows:

Recorded in: Instrument 20051220-0094709.

Permanent Parcel No.: 82-94086.

Property Address: 5734 Lane Drive, Sylvania, Ohio 43560.

Containing: Being Lot No. 6, in Heritage Village, as shown in Plat Instrument 20150302-0007688, in the Office of the Recorder, Lucas County, Ohio.

The pipelines laid pursuant to the terms and conditions of this Easement Agreement shall be located within the limits of a ten foot (10') wide easement as shown on Exhibit A attached hereto and made part hereof; the ten foot (10') wide area is referred to as the "Easement Area."



In addition to the permanent ten foot (10') wide Easement Area defined above, Grantor hereby grants Company, its successors and assigns, an easement to temporarily use an additional five (5') feet of space adjoining said permanent Easement Area, for the purpose of enabling Company to initially construct the pipeline and to later alter, replace, repair or relocate said pipeline (within the permanent Easement Area) and to conduct all activities incident thereto, including restoration or clean-up activities. Each time such temporary construction easement is utilized, Company shall replace the area disturbed to as near as practical to its original condition.

With the right of ingress and egress to and from the same, the Grantor may fully use and enjoy the said premises, except for the purposes hereinbefore granted to the Company and will not in any way impair the ability of the Company to operate, maintain, repair, replace or remove any such pipeline facility.

Grantor shall not construct or permit to be constructed or place any house, structure, trees, shrubbery taller than five (5) feet, leach beds, septic tanks or other obstructions on or over the Easement Area that will interfere with the construction, maintenance, operation, replacement or repair of the pipelines or appurtenances constructed hereunder.

Grantor acknowledges and agrees that Company has the right from time to time to: (a) clear the Easement Area of all obstructions and (b) clear, cut, trim and remove any and all vegetation, trees, brush, and overhanging branches from the Easement Area by various means, including the use of herbicides approved by the State of Ohio or the United States Environmental Protection Agency (or successor in-duty).

All pipes shall be buried so as not to interfere with the present use of the land.

The Company shall replace the area disturbed by the laying, construction, operation and maintenance of said pipelines to as near as practical to its original condition.

The Grantor and the Company have agreed as a part of the consideration hereof that any damages to lawn, driveways, permitted shrubbery, drain tiles, crops, or permitted fences on said premises, the amount of which cannot be mutually agreed upon, shall be determined by a panel of arbitrators composed of three disinterested persons, of whom the Grantor and the Company shall appoint one each and the two arbitrators so appointed shall appoint the third, the award of any two of whom shall be final and a condition precedent to the institution of any legal proceedings

hereunder.

With regard to the lands encompassed by this Easement, Grantor represents that, to the best of its knowledge:

1. No pollutants, contaminants, petroleum or hazardous substances have been disposed or released on or under the Easement Area which would cause or threaten to cause an endangerment to human health or the environment or require clean up;
2. Neither the Easement Area, nor any portion thereof, is legally or contractually restricted as to its use or is subject to special environmental protection that would affect the use of the Easement Area for Company's intended use; and,
3. The Easement Area is not currently and has not previously been used for commercial or industrial purposes.

Grantor further represents that it has informed Company, prior to execution of this Easement Agreement, of any and all pollutants, contaminants, petroleum, hazardous substances and endangerments which the Grantor knows or has reason to know exist or may exist on or under the Easement Area.

Grantor and Company agree that, except to the extent caused by the acts or omissions of the Company or its representatives and contractors, the Company shall not be liable for, and is hereby released from, any and all claims, damages, losses, judgments, suits, actions and liabilities, whether arising during, prior to or subsequent to the term of this Easement Agreement, related to the presence of pollutants, contaminants, petroleum, hazardous substances, or endangerments in, beneath or along the Easement Area.

The rights, privileges and terms hereby shall extend to and be binding upon the Grantor and the Company and their respective representatives, heirs, successors and assigns.

IN WITNESS WHEREOF, the Grantor hereto has hereunto set its hand this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**City of Sylvania, an Ohio municipal corporation**

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

Print Name: \_\_\_\_\_

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

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

Print Name: \_\_\_\_\_

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

STATE OF OHIO )  
COUNTY OF LUCAS )

SS:

\_\_\_\_\_ of the a forenamed,  
Name(s)  
**City of Sylvania**, an Ohio municipal corporation, who represented that \_\_\_\_\_  
Company he/she/they is/are  
duly authorized in the premises, and who acknowledged that \_\_\_\_\_ did  
he/she/they  
sign the foregoing instrument, and that the same is \_\_\_\_\_ free act and deed as such  
his/her/their  
\_\_\_\_\_ and the free act and deed of said  
Title(s)  
**City of Sylvania**, an Ohio municipal corporation.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal this \_\_\_\_\_ day  
of \_\_\_\_\_ 2023.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_

Notary Public

THIS INSTRUMENT PREPARED BY:  
COLUMBIA GAS OF OHIO, INC.  
JO#: 21-0119962-00 Sam/Fishel



**EXHIBIT "B"**

**DESCRIPTION OF A 10' WIDE  
EASEMENT FOR  
COLUMBIA GAS OF OHIO, INC.  
(A NiSource Company)**

Situate in the State of Ohio, County of Lucas, City of Sylvania, and being part of the West half of the Northwest Quarter of Section 10, Township 9 South, Range 6 East. Also being known as Heritage Village (Replat), Lot Number 6 in Instrument Number 20150302-0007688, and being a part of Parcel Number 8294086, said Lot being currently conveyed to **THE CITY OF SYLVANIA** (Hereon referred to as Grantor's) in Instrument Number 20051220-0094709 as recorded in the Lucas County Recorder's Office, Toledo, Ohio, and being more particularly described as follows:

Commencing for reference, at a point on the Southeast corner of Lot 6 and the Southwest corner of Lot 7, Thence, **S-89° 00' 46"-W** with the Grantor's South property line for a distance of **22.31** feet to the Point of Beginning of the herein described Easement.

Thence, with the following twelve (12) courses and distances of which cross over and through said parcels of the Grantor's herein and are described as follows:

1. Thence, **S-89° 00' 46"-W** for a distance of **14.77** feet to a point;
2. Thence, **N-48° 22' 55"-W** for a distance of **4.77** feet to a point;
3. Thence, **N-10° 23' 39"-W** for a distance of **22.42** feet to a point;
4. Thence, **N-17° 39' 33"-W** for a distance of **19.66** feet to a point;
5. Thence, **S-86° 46' 56"-W** for a distance of **107.38** feet to a point;
6. Thence, **S-58° 03' 50"-W** for a distance of **34.66** feet to a point;
7. Thence, **N-31° 56' 10"-W** for a distance of **10.00** feet to a point;
8. Thence, **N-58° 03' 50"-E** for a distance of **37.22** feet to a point;
9. Thence, **N-86° 46' 56"-E** for a distance of **117.69** feet to a point;
10. Thence, **S-17° 39' 33"-E** for a distance of **28.05** feet to a point;
11. Thence, **S-10° 23' 39"-E** for a distance of **19.61** feet to a point;
12. Thence, **S-48° 22' 55"-E** for a distance of **12.20** feet to the Point of Beginning.

Said easement as surveyed contains **2018.35±** Square Feet of land more or less, and is subject to a 5.00 foot perpetual temporary easement.



## SUPPLEMENTAL AGREEMENT

April 10, 2023

City of Sylvania, Ohio  
6730 Monroe Street  
Sylvania, Ohio 43560

**Re: Job Order No. 21-0119962-00 / Summit St AMRP (the “Project”)**  
**Property Address: 5734 Lane Drive, Sylvania, OH 43560**  
**Parcel ID No.: 82-94086 (the “Property”)**

Dear Landowner:

This letter is a Supplemental Agreement (“Agreement”) between Columbia Gas of Ohio, Inc., (“Company”) and City of Sylvania, Ohio (“Landowner”) (collectively, the “Parties”) with regard to the Property and separate easement instrument executed by Landowner to Company effective as of \_\_\_\_\_, 2023 (the “Easement”). The Parties agree that this Agreement is a separate agreement between Company and Landowner and constitutes the full and final settlement of the negotiations between the Parties with respect to the terms contained in this Agreement. The terms of this Agreement are confidential and shall not be disclosed or caused to be disclosed to unrelated third-parties other than to consult with their legal, tax, financial, accounting, and other professional advisors in furtherance of the business herein or pursuant to Ohio public records disclosure requirements.

1. Relocation. Company, at its sole cost and expense, agrees to relocate its improvements pursuant to the Easement only one (1) time any time after the installation of the improvements at the written request of Landowner so long as Landowner grants Company, at no cost or expense, all necessary replacement easement rights elsewhere on Landowner’s residue servient estate. If ever after Company’s initial relocation of its improvements that Landowner requests any subsequent relocation of Company’s improvements, then (a) the relocation of Company’s improvements will be at Landowner’s sole cost and expenses, and (b) the Landowner, at no cost or expense to Company, must grant all necessary replacement easement rights elsewhere on Landowner’s residue servient estate.

2. Notice. Except for routine monitoring and emergency repairs, Company will provide Landowner at least forty-eight (48) hour prior notice to Landowner’s Department of Public Service any time Company intends to perform any planned invasive work pursuant to the Easement.

3. Nontransferable. The Parties agree that this Agreement is a contract solely between Company and Landowner and further agree that it will terminate when the Landowner or any affiliated party sells or conveys the Property to an unaffiliated third party. The Parties further agree that this Agreement shall not be assigned by the Landowner without the written consent of the Company.

4. Nonrecordable. In no event shall this Agreement be recorded. If this Agreement is recorded by Landowner or Landowner's respective authorized officers, directors, members, agents, employees, successors or assigns, this Agreement shall immediately terminate and be null and void.

*[Remainder of page intentionally left blank. Signatures on the following page.]*

Sincerely,

**COLUMBIA GAS OF OHIO, INC.**

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

\_\_\_\_\_  
Courtney Willis, Leader Survey & Land

Acknowledged and agreed:

**City of Sylvania, Ohio**

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_

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

**City of Sylvania, Ohio**

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_

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





9a.

DEPARTMENT OF PUBLIC SERVICE  
KEVIN G. ALLER, PE DIRECTOR

April 17, 2023

To: The Mayor and Members of Sylvania City Council

Re: **Construction Agreement Amendment – Norfolk Southern Railway Company  
LUC-Monroe St & Silica Dr Upgrd (PID 107489)**

Dear Mr. Mayor and Council Members:

On July 18, 2022 City Council authorized the Service Department to enter into a Construction Agreement with the Norfolk Southern Railway Company (Ord. 66-2022) on the LUC-Monroe St & Silica Dr Upgrd Project (PID 107489) in the amount of \$642,423. This Agreement outlines the responsibilities and financial obligations of both parties to widen and improve the crossing including right-of-entry, use of the property, insurance, construction, protective services and maintenance.

Norfolk Southern has requested an amendment to our Agreement. The anticipated construction cost has decreased to \$633,396, but the major change in the Agreement concerns railroad protective service responsibilities.

Railroad protective services are required anytime construction activities are taking place on or adjacent to railroad property. At the time of the July 2022 Agreement, protective services were to be provided by Norfolk Southern with the estimated costs included in the Agreement. According to revised Norfolk Southern guidance effective November 4, 2022 these services are to be transfer to the prime roadway contractor. This Amendment removes the expense and protective services responsibilities from the Agreement. Mosser Construction is in the process of securing protective services and the Service Department will follow-up accordingly with any necessary change orders.

As a result, we would request approval of Construction Agreement Amendment with Norfolk Southern Railway Company in the amount of \$633,396. Please call with any questions.

Sincerely,

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

910.

**ORDINANCE NO. 39-2023**

**AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO A CONSTRUCTION AGREEMENT AMENDMENT WITH NORFOLK SOUTHERN RAILWAY COMPANY RELATIVE TO THE MONROE & SILICA IMPROVEMENT PROJECT; AND DECLARING AN EMERGENCY.**

WHEREAS, the Monroe & Silica Improvement Project includes the construction of an additional lane on Monroe Street in the eastbound direction between Silica Drive and Main Street which will impact Norfolk Southern Railway facilities at its existing Monroe Street crossing; and,

WHEREAS, Ordinance No. 99-2019, passed December 16, 2019, authorized the Mayor and Director of Finance to enter into a Preliminary Engineering Agreement with the Norfolk Southern Railway Company relative to the Monroe Street & Silica Drive Improvement Project in the amount of \$38,142; and,

WHEREAS, Ordinance No. 51-2022, passed May 2, 2022, authorized the Mayor and Director of Finance to enter into an Amendment to the Agreement for Preliminary Engineering Services with Norfolk Southern Railway Company relative to the Monroe & Silica Improvement Project and increased the contract amount by \$8,020; and,

WHEREAS, Ordinance No. 66-2022, passed July 18, 2022, authorized the Mayor and Director of Finance to enter into a Construction Agreement with Norfolk Southern Railway Company relative to the Monroe & Silica Improvement Project in the amount of \$642,423, which includes the construction engineering and administrative services, protective services, and construction costs for the widened roadway approach and signals; and,

WHEREAS, the Director of Public Service, by report dated April 17, 2023, has recommended that the City enter into a Construction Agreement Amendment with Norfolk

Southern Railway Company to reflect a decrease in estimated construction costs to \$633,396 as well as a change to railroad protective service responsibilities; and,

WHEREAS, the Construction Agreement approved in July, 2022 provided that Norfolk Southern would provide the required railroad protective services, however, in November, 2022, Norfolk Southern issued new guidance that requires railroad protective services to be provided by the prime roadway contractor; and,

WHEREAS, the attached proposed Construction Agreement Amendment sets forth the rights and responsibilities of both the City and the Railroad for the improvement of the railroad crossing over Monroe Street including shifting the requirement for railroad protective services and the cost of those services to the prime roadway contractor; and,

WHEREAS, the Director of Public Service, by report dated April 17, 2023, has recommended that the City enter into a Construction Agreement Amendment with Norfolk Southern Railway to remove the expense and responsibility of railroad protective services from the Agreement relative to the Monroe Street & Silica Drive Improvement Project at a revised estimated cost of \$633,396 and has also reported that the prime roadway contractor on the project, Mosser Construction, is in the process of securing protective services and will provide updated railroad protective service information to Council when received.

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 are hereby authorized to enter into a Construction Agreement Amendment with Norfolk Southern Railway relative to the Monroe & Silica Improvement Project in the amount of Six Hundred Forty-Two Thousand Four Hundred Twenty-Three Dollars (\$633,396.00), and the same is hereby approved and accepted.

**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 Construction Agreement Amendment with Norfolk Southern Railway Company for the Monroe & Silica Improvement Project should commence at the earliest possible time and therefore this Ordinance should be effective immediately. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

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

Passed, \_\_\_\_\_, 2023, as an emergency measure.

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

ATTEST:

APPROVED AS TO FORM:

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

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

APPROVED:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

THIS ADDENDUM TO THE AGREEMENT, made this \_\_\_ day of \_\_\_\_\_, 2023 between **CITY OF SYLVANIA**, an Ohio municipality, hereinafter called "LICENSEE" and **NORFOLK SOUTHERN RAILWAY COMPANY**, hereinafter called "RAILWAY".

**WHEREAS**, LICENSEE and the RAILWAY entered into an Agreement dated the 31<sup>st</sup> of August, 2022 to widen Monroe Street at the existing at grade crossing, in the vicinity of RAILWAY Milepost XK-307.34, at or near Sylvania, Lucas County, Ohio marked Attachment 1.

**WHEREAS**, the parties desire to amend the original Agreement to revise certain sections containing references to work to be performed.

**NOW, THEREFORE**, LICENSEE and the RAILWAY agree to amend the Agreement entered into dated the 31<sup>st</sup> day of August, 2022 marked Attachment 1:

1. The parties agree to **REPLACE** Section I.3. in its entirety with the following language:

Construction and Maintenance of the Facilities. LICENSEE shall construct and maintain the Facilities, at its expense, in such a manner as will not interfere with the operations of RAILWAY or endanger persons or property of RAILWAY, and in accordance with (a) plans and specifications (if any) attached hereto by reference upon approval of said plans, specifications or revisions by RAILWAY and any other specifications prescribed by RAILWAY, (b) applicable governmental regulations or laws, and (c) applicable specifications adopted by the American Railway Engineering and Maintenance of Way Association when not in conflict with plans, specifications or regulations mentioned in (a) and (b) above.

2. The parties agree to **REPLACE** Section I.8. in its entirety with the following language:

Railway Support. RAILWAY shall, at RAILWAY's option, furnish, at the sole expense of LICENSEE, labor and materials necessary, in RAILWAY's sole judgment, to support its tracks during the installation, maintenance, repair, renewal or removal of the Facilities.

3. The parties agree to **INSERT** Section I.19. in with the following language:

Qualified Protective Services. LICENSEE agrees that it will require its contractor to furnish and maintain qualified protective services equipped to operate around RAILWAY operations to protect the LICENSEE, or its contractor, when construction activities are taking place on or adjacent to the RAILWAY property and/or has the

potential to foul the RAILWAY's tracks or operations. All expenses for the qualified protective services shall be covered by the LICENSEE. Prior to use, RAILWAY has the right to ensure the qualified protective services used is properly equipped to provide services around RAILWAY operations to ensure safety.

4. The parties agree to **REPLACE** Section II. 1. in its entirety with the following language:

Scope of Work. The scope of the work by RAILWAY shall include any necessary acquisition of right-of-way, permitting, design, construction, and construction-related activities including, but not limited to, inspection, and superintendence within and along RAILWAY property necessary to facilitate LICENSEE's installation, construction, maintenance, operation and removal of the Facilities ("Railroad Project").

5. The parties agree to **REPLACE** Section II. 5. (a) in its entirety with the following language:

RAILWAY shall furnish, or cause to be furnished, at the expense of the LICENSEE all the labor costs, overhead and indirect construction costs, materials and supplies, contracted services, transportation, equipment, and other related costs and items required to perform and complete the Railroad Project.

6. The parties agree to **REPLACE** Special Provisions, Exhibit B, in its entirety with marked Attachment 2.

7. The parties agree to **REPLACE** Section II. 5. (b) in its entirety with the following language:

Except as otherwise provided in this Agreement, LICENSEE shall reimburse the RAILWAY for the actual cost of the work performed by it, which is estimated to be **Six Hundred Thirty-Three Thousand, Three Hundred Ninety-Six Dollars and Zero Cents (\$633,396.00)**. It is agreed that progress payments will be made by LICENSEE to the RAILWAY for the total amount of work done as shown on monthly statements. LICENSEE shall pay each RAILWAY statement within forty-five (45) days of receipt. Upon receipt of the final bill, RAILWAY shall be reimbursed in such amounts as are proper and eligible for final payment, and the RAILWAY Project shall be submitted to LICENSEE for final audit.

8. The parties agree to **REPLACE** force account estimate, Exhibit C, in its entirety with marked Attachment 3.

All other terms and conditions contained in the Agreement entered into dated the 31<sup>st</sup> day of August, 2022 marked Attachment 1 remain the same as originally written.

IN WITNESS WHEREOF, the parties have, through duly authorized representatives, entered into this Addendum to the Agreement effective the day and year first written above.

**CITY OF SYLVANIA**

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

Name: \_\_\_\_\_

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

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

**NORFOLK SOUTHERN RAILWAY COMPANY**

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

Name: \_\_\_\_\_

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

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



10a.

DEPARTMENT OF PUBLIC SERVICE  
KEVIN G. ALLER, PE DIRECTOR

April 17, 2023

To: The Mayor and Members of Sylvania City Council

Re: ODOT Salt Bid

Dear Mr. Mayor and Council Members:

The Ohio Department of Transportation (ODOT) has advised us that they will receive bids for the 2023-2024 supply of rock salt.

Based on our current supply, we hereby request authorization to participate in the ODOT Cooperative Purchasing Program for the purchase of 1,000 tons of rock salt.

Please call if you have any questions.

Sincerely,

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



106.

**ORDINANCE NO. 40-2023**

**AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE OF THE CITY OF SYLVANIA, OHIO, TO ENTER INTO AN AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE PURCHASE OF ROADWAY DE-ICING SALT; AND DECLARING AN EMERGENCY.**

WHEREAS, the City of Sylvania (hereinafter referred to as the “Political Subdivision”) hereby submits this written agreement to participate in the Ohio Department of Transportation’s (ODOT) annual winter road salt bid in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT winter road salt contract; and,

WHEREAS, the Director of Public Service, by report dated April 17, 2023, has recommended that the City of Sylvania participate in the State of Ohio contract for roadway de-icing salt; and,

WHEREAS, the City of Sylvania has participated in the State of Ohio contract for roadway de-icing salt since 2011.

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

SECTION 1. That the Mayor and Director of Finance be, and they hereby are, authorized to enter into, on behalf of this City, a Purchasing Services Contract with the Ohio Department of Transportation in the form and substance of said contract now on file with the Clerk of Council.

SECTION 2. As a participant in this agreement, the Political Subdivision agrees:

- A. To be bound by all terms and conditions established by ODOT in the winter road salt contract and acknowledges that upon award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract.
- B. The City of Sylvania hereby acknowledges that upon the Director of ODOT’s signing of the winter road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision.

- C. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT winter road salt contract and agrees to hold the Department of Transportation harmless for any claims, actions, expenses or other damages arising out of the City of Sylvania's participation in the winter road salt contract.
- D. The Political Subdivision's electronic order for Sodium Chloride will be the amount the Political Subdivision agrees to purchase from its awarded salt supplier, which the Director of Service is recommending 1,000 tons at the delivered bid price per ton awarded by the Director of ODOT.
- E. The City of Sylvania hereby agrees to purchase a minimum of 90% of its above-requested salt quantities from its awarded salt supplier during the contract's effective period of September 1, 2023 through April 30, 2024.
- F. The City of Sylvania hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT winter salt contract.
- G. The City of Sylvania acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request. The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: [Contracts.Purchasing@dot.ohio.gov](mailto:Contracts.Purchasing@dot.ohio.gov) by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision's participation agreement and/or the Political Subdivision's request to rescind its participation agreement.

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 City should indicate its participation in the Ohio Department of Transportation's roadway de-icing salt purchasing contract 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



April 17, 2023

To: The Mayor and Members of Sylvania City Council

Re: **DOWNTOWN TRANSPORTATION IMPROVEMENTS – FINAL DESIGN ENGINEERING  
CONSULTANT LETTER OF INTEREST (LOI) REQUEST**

Dear Mr. Mayor and Council Members:

On April 18, 2022 City Council authorized the start of Preliminary Engineering design work with DGL Consulting Engineers, LLC on the Downtown Transportation Improvement Project (Ord. 46-2022). Under the Preliminary Engineering scope of work, the engineer developed conceptual plans and aesthetic elements, solicited public comment, lead several public involvement meetings, and developed final renderings and costs to redevelop Main Street from Monroe Street to Erie Street.

The Preliminary Engineering phase of the project has been completed and the Service Department is ready to commence Final Design. The Final Design phase of the project will advance the project from conceptual to fully engineered construction drawings with the anticipation the project will be sold for construction in the 4<sup>th</sup> quarter of 2024. Construction is scheduled for 2025.

In accordance with Ohio Revised Code Section 153.65-153.71 the first step to start the Final Design process is to request Letters of Interest (LOI) from engineering consultant teams. The teams will consist of roadway and utility engineers and landscape architects. City staff members will review the LOI's and select the most qualified consultant team to complete the design. Once the consultant is selected the City will enter into fee negotiations with the goal of having a consultant authorized by Council and ready to initiate work by June 2023.

We would request authorization to begin the LOI solicitation. Please call with any questions.

Sincerely,

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