

Sylvania City Council

July 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. Frye.
3. Additions to the agenda.
4. Approval of the Council meeting minutes from June 20, 2023.
5. Proclamation presentation to Sylvania Area Family Services Executive Director, Dottie Segur, for her years of service to the community.
6. League of Women Voters-Toledo Lucas County to present information on Issue 1.
7. Service Director's update on City road construction.
8. Harroun Rd. & Ravine Rd. Signal Installation Project (ROW Acquisition).
 - a. Service Director's report on project.
 - b. Proposed Ordinance No. 59-2023, Authorizing the Mayor and Director of Finance to enter into a contract of sale and purchase of real property for a portion of the property located at 5307 Harroun Road relative to this project.
 - c. Service Director's report on project.
 - d. Proposed Ordinance No. 60-2023, Authorizing the Mayor and Director of Finance to enter into a temporary construction easement and contract of sale and purchase of real property for a portion of the property located at 5239 Harroun Road relative to this project.
9. Joint Cooperation Agreement for the NWO Transportation Safety Action Plan.
 - a. Safety Director's report on the grant program.
 - b. Proposed Ordinance No. 61-2023, Authorizing the Mayor and Director of Finance to enter into a Joint Cooperation Agreement with the Lucas County Board of County Commissioners, relative to this project.
10. Plummer Pool Grant Agreement.
 - a. Service Director's report on the grant agreement.
 - b. Proposed Ordinance No. 62-2023, Authorizing the Mayor and Director of Finance to enter into a pass-through grant agreement with the State of Ohio, Dept. of Natural Resources relative to this project.

11. 2023 CMAQ & CRP Brint Rd. & Harroun Rd. Roundabout Grant Application.
 - a. Service Director's report on application.
 - b. Proposed Resolution No. 7-2023, Authorizing the Mayor and Director of Finance to prepare and submit an application to participate in the Congestion Mitigation & Air Quality and Carbon Reduction Grant Programs managed by TMACOG and to execute contracts as required.
12. Proposed Ordinance No. 63-2023, Authorizing the contribution of \$7,500 toward the cost of running commercials promoting Northwest Ohio during the LPGA/Dana Open.
13. Proposed Ordinance No. 64-2023, To assess a special tax upon the lots and lands described in the schedule referred to herein to pay a part of the cost and expense of providing for the construction, maintenance, repair, cleaning and enclosing open drainage ditches.
14. Proposed Ordinance No. 65-2023, To assess a special tax upon the lots and lands described in the schedule referred to herein to pay a part of the cost and expense of providing for the removal and special treatment of shade trees for the purpose of controlling blight and disease of same.
15. Proposed Ordinance No. 66-2023, Approving the assessments heretofore authorized by Resolution No. 5-2023 for street lighting.
16. Approval of three (3) City vehicles to be offered for auction on GovDeals.com.
17. Committee reports.
18. Committee referrals.

INFORMATION

- A. 2nd Quarter Management Reports.

Minutes of the Meeting of Council
June 20, 2023

The Council of the City of Sylvania, Ohio met in regular session on June 20, 2023 at 7:30 p.m. with Mayor Stough in the chair. Roll was called with the following members present: Mark Frye(excused), Marcus Hansen, Doug Haynam, Brian McCann, Patrick Richardson, Mary Westphal, Lyndsey Stough; (6) present; (1) absent.

Roll call:
6 present, 1
excused.

Pledge of Allegiance to the United States of America led by Mrs. Westphal.

Pledge of
Allegiance.

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

The following item has been added to the agenda:

Item# 3a. Election of Council President Pro-Tem.

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

Agenda approval.

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

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

President Elect
Pro-Tem

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

Mrs. Westphal presented the June 5, 2023 meeting minutes. Mrs. Westphal moved, Mr. Haynam seconded, that since the Mayor, members of Council, and others had been furnished copies of these minutes prior to this meeting, Council dispense with the reading of these minutes at this time, and the journal of the minutes of the regular meeting of June 5, 2023 be approved; roll call vote being: McCann, Richardson, Haynam, Westphal, Stough, Hansen; (6) yeas; (0) nays. The motion carried.

Approval of the
June 5, 2023
meeting minutes.

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

Service Director's report on change order was placed on file. Mr. Richardson presented and read aloud by title only, proposed Ordinance No. 56-2023, a written copy of same having been previously furnished to each member of Council, "Authorizing the Mayor and Director of Finance to approve Change Order No. 1 (Final) to this City's agreement with Helms and Sons Excavating, Inc. for the Altara Drive improvement project to reflect the final installed quantities; decreasing the contract amount by \$8,223.22; and declaring an emergency."; Mr. Richardson moved, Ms. Stough seconded for passage of Ordinance No. 56-2023 as an emergency measure; roll call vote being: Hansen, Haynam, McCann, Richardson, Westphal, Stough; (6) yeas; (0) nays. The motion carried.

Ordinance No.
56-2023,
"...Change Order
No. 1(Final)...
Altar Drive..."

Minutes of the Meeting of Council
June 20, 2023

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

Service Director's report on project proposal was placed on file. Mr. Richardson presented and read aloud by title only, proposed Ordinance No. 57-2023, a written copy of same having been previously furnished to each member of Council "Accepting the proposal of DGL Consulting Engineers, LLC for professional engineering services for final design engineering relative to the Downtown Transportation Improvement Project; appropriating funds therefore in the amount of \$603,100; and declaring an emergency."; Mr. Richardson moved, Mrs. Westphal seconded for passage of Ordinance No. 57-2023 as an emergency measure; roll call vote being: Hansen, Haynam, McCann, Richardson, Westphal, Stough; (6) yeas; (0) nays. The motion carried.

Ordinance No. 57-2023,
"Accepting the proposal of DGL...DT Transportation Imp. Project..."

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

Mr. McCann presented and read aloud by title only, proposed Ordinance No. 58-2023, a written copy of same having been previously furnished to each member of Council, "Authorizing the donation of 21 Monadnock Autolock 21" expandable batons to the Owens Community College Police Academy; Authorizing the donation of 21 Monadnock Autolock 21" expandable batons to the Northwest State Community College Police Academy; determining said property to be of no further use to the City of Sylvania; and declaring an emergency."; Mr. McCann moved, Mrs. Westphal seconded for passage of proposed Ordinance No. 58-2023 as an emergency measure; roll call vote being: Hansen, Haynam, McCann, Richardson, Westphal, Stough; (6) yeas; (0) nays. The motion carried.

Ordinance No. 58-2023,
"Authorizing the donation of 21...Batons... Owens...NW State..."

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

Mrs. Westphal presented and read aloud by title only, proposed Resolution No. 6-2023, 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 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, Ms. Stough seconded for passage of Resolution No. 6-2023 as an emergency measure; roll call vote being: Haynam, McCann, Richardson, Westphal, Stough, Hansen; (6) yeas; (0) nays. The motion carried.

Resolution No. 6-2023,
"Amending the procedure... Council Appointments to various Boards ..."

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

Mr. Haynam moved, Mrs. Westphal seconded to set a Public Hearing for the Petition for Zoning Amendment SUP #1-2023, from the Masjid Saad Foundation/Toledo

SUP #1-2023
Set Public

Minutes of the Meeting of Council
June 20, 2023

Islamic Academy for construction of outdoor wood classroom shelters on Monday, August 21, 2023 at 7:00 p.m.; roll call vote being: Hansen, Richardson, Stough, Haynam, McCann, Westphal: (6) yeas; (0) nays. The motion carried.

Hearing for
8/21/23 at 7pm.

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

LPGA Tournament Executive Director Judd Silverman's email request placed on file. Mrs. Westphal moved, Mr. Haynam seconded for the administration to prepare legislation for a one-time commitment of \$7,500 to the DANA Open LPGA Golf Tournament; roll call vote being: Hansen, Haynam, McCann, Richardson, Westphal, Stough; (6) yeas; (0) nays. The motion carried.

Dana Open
LPGA 1-time
Commitment of
\$7,500.

Mayor Stough stated all agenda items have been addressed.

Mrs. Westphal moved, Mr. McCann seconded to adjourn at 8:19 p.m. Roll call vote being: Richardson, Hansen, Westphal, Stough, Haynam, McCann; (6) yeas; (0) nays.

Adjournment.

Clerk of Council

Mayor

P Proclamation

Whereas: Dottie Segur, Executive Director of Sylvania Area Family Services, will be retiring August 1, 2023 after many years of service to the community; and,

WHEREAS: she started volunteering at SAFS in 2002 and soon after was offered a paid position as an administrative assistant. In 2007, Dottie took on even more responsibilities including Social Service Coordinator; and,

WHEREAS: in 2018/2019 when the position of Executive Director opened up the SAFS Board approached and encouraged Dottie to take the position; and,

WHEREAS: since then, under Dottie’s leadership the organization continues to grow and provide vital programs and services for those in need including the food pantry, a community garden, senior commodities, parent workshops, free GED classes, summer enrichment camp, holiday assistance, a youth diversion program and more.

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

DOTTIE SEGUR DAY

in the City of Sylvania.

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



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

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DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE, DIRECTOR

July 17, 2023

To: The Mayor and Members of Sylvania City Council

Re: **MONROE STREET CORRIDOR CONSTRUCTION UPDATE**

Dear Mr. Mayor and Council Members:

As two major projects are occurring we wanted to provide you an update on their progress.

Monroe/Silica

- The bridge deck was poured on July 7 and the sidewalk on the bridge is scheduled to be poured next week.
- Asphalt paving for EB will start next week.
- *Potential* bridge deck opening and change from WB to EB Monroe on August 4th (school starts August 21st).
- Intersection will be under temporary signal control until the fall.
- Arts Commission is working to have pieces in the sitting area ready for an opening.
- RR work for the crossing started yesterday and they plan to start on the EB signal relocation next week.
- Columbia Gas will be installing their new underground creek crossing after Labor Day.
- Construction is scheduled to be completed in mid-November.

Monroe/Harroun

- Drainage work continues. Still at least another week to go.
- The consultant DGL has developed a signal offset plan to better coordinate the Harroun and Kroger signals with the rest of the corridor. Hopeful to get this implemented next week.
- Curb work may start late next week, or, the week of July 24.
- Asphalt paving for WB scheduled for the week of August 7th.
- Switch to south side of the road will happen right after Labor Day.
- Construction is scheduled to be completed October 31st.

As always, we are available to answer any questions you may have.

Sincerely,

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



8a.

DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE DIRECTOR

July 17, 2023

To: The Mayor and Members of Sylvania City Council

Re: **Right-of-Way Acquisition (008-WD)**
LUC-TR 77-0.54 (PID 116375)

Dear Mr. Mayor and Council Members:

The construction plans for the proposed traffic signal installation at Harroun Road and Ravine Road with a newly relocated Flower Hospital driveway (PID 116375) have reached the Stage 3 level of plan development. The final right-of-way plans for parcels on the west side of Harroun Road are completed and the City was authorized to begin the right-of-way acquisition on March 29, 2023.

In order to accommodate the roadway improvements, the Service Department needs to acquire permanent right-of-way from Randall I. Ortman, successor trustee of the Patricia Ortman Trust dated January 28, 1997 (Ownership 008 in the Right-of-Way Plan on file with the Service Department). The permanent right-of-way take of 0.003 acres is along the west side of Harroun Road and north side of Ravine Drive.

The City has reached an agreement with the owner in consideration of \$450. Procurement of the permanent right-of-way was a known project expense and was included in the 2023 capital improvement budget. Funds are available and allocated from account number 401-7610-53503.

We would request approval of the enclosed permanent right-of-way contract for sale with Randall I. Ortman, successor trustee of the Patricia Ortman Trust dated January 28, 1997 in the amount of \$450. Please call with any questions.

Sincerely,

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

86.

ORDINANCE NO. 59-2023

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO A CONTRACT OF SALE AND PURCHASE OF REAL PROPERTY FOR A PORTION OF THE PROPERTY LOCATED AT 5307 HARROUN ROAD RELATIVE TO THE HARROUN ROAD/RAVINE DRIVE/FLOWER HOSPITAL INTERSECTION IMPROVEMENT PROJECT OWNED BY RANDALL I. ORTMAN, SUCCESSOR TRUSTEE OF THE PATRICIA ORTMAN TRUST, FOR THE AMOUNT OF \$450.00; PROVIDING FUNDS FOR SAID PURCHASE; AUTHORIZING THE PAYMENT OF THE PURCHASE PRICE; AND DECLARING AN EMERGENCY.

WHEREAS, the construction plans for the proposed traffic signal installation at Harroun Road and Ravine Drive with a relocated Flower Hospital driveway have reached the Stage 3 level of plan development and the final right-of-way plans for parcels on the west side of Harroun Road are complete; and,

WHEREAS, Ordinance No. 5-2023, passed January 17, 2023, accepted 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; and,

WHEREAS, WE Realty has reached an agreement with Randall I. Ortman, Successor Trustee of the Patricia Ortman Trust, the owner of the property located at 5307 Harroun Road, to acquire .003 acres along the west side of Harroun Road and the north side of Ravine Drive at a cost of \$450.00; and,

WHEREAS, the Director of Public Service, by report dated July 17, 2023, has recommended approval of the Contract for Sale and Purchase of Real Property, 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 are hereby authorized to sign on behalf of the City, the Contract for Sale and Purchase of Real Property now on file with the Clerk of this Council and hereby approves the acts of the Mayor and Director of Finance in

making said offer to purchase on behalf of this City.

SECTION 2. That, to provide funds for said purchase, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND**, from funds therein not heretofore appropriated, to **Account No. 401-7610-53503 – Street Improvements**, the sum of Four Hundred Fifty Dollars (\$450.00).

SECTION 3. That the Mayor and Director of Finance be, and they hereby are, authorized and directed to draw their warrant or warrants against said Account to which appropriation has hereinabove been made, to the full amount of said appropriation, upon request of the Director of Law and in accordance with such request.

SECTION 4. That the appropriate officials of this City be, and they hereby are, authorized and directed to proceed to close said real estate purchase transaction and to do any and all things necessary or incidental thereto and to sign any and all documents incidental to the closing of said real estate purchase including the acceptance of delivery of the executed deed or deeds, subject to all of the terms of said purchase agreement, and all of which shall be done under the supervision of the Director of Law.

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

SECTION 6. That the Clerk of Council is hereby directed to post a copy of this Ordinance in the Office of the Clerk of Council in the Municipal Building pursuant to ARTICLE III, Sections 11 and 12, of the Charter of this City.

SECTION 7. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the City should proceed with the purchase of this property forthwith so that the necessary right-of-way can be acquired for the improvement project. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2023, as an emergency measure.

ATTEST:

President of Council

Clerk of Council
APPROVED:

APPROVED AS TO FORM:

Mayor

Director of Law

Date

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

**PARCEL(S): 008-WD
LUC TR 77-0.54**

This Agreement is by and between the City of Sylvania ["Purchaser"] and Randall I. Ortman, Successor Trustee of the Patricia Ortman Trust dated January 28, 1997 ["Seller"; "Seller" includes all of the foregoing named persons or entities]. Purchaser and Seller are referred to collectively in this Agreement as "Parties."

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

1. Price and Consideration

Purchaser shall pay to Seller the sum of \$450.00, which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed, including all fixtures; (b) any and all damages to any residual lands of Seller; (c) Seller's covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property; and (e) NA.

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

2. Estate Sold and Deed to Transfer

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

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

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

3. Limited Access Parcels - Waiver of Abutters' Rights

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

4. Supplemental Instruments

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

5. Warranty of Title

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

6. Elimination of Others' Interests

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

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

7. No Change in Character of Property

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

8. Offer to Sell

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

9. Designation of Escrow Agent

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

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

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

11. Physical Possession of Structures Occupied by Seller

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

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

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

13. Binding Agreement

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

14. Multiple Originals

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

15. Entire Agreement

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

16. Amendments and Modifications

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

IN WITNESS WHEREOF, the parties hereto, namely the City of Sylvania and Randall I. Ortman, Successor Trustee of the Patricia Ortman Trust dated January 28, 1997 have executed this Agreement on the date(s) indicated immediately below their respective signatures.

Randall I. Ortman Successor Trustee
RANDALL I. ORTMAN, SUCCESSOR TRUSTEE

Date: 6-29-2023

City of Sylvania

Craig A. Stough
Mayor

Date: _____

80.



DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE, DIRECTOR

July 17, 2023

To: The Mayor and Members of Sylvania City Council

Re: **Right-of-Way Acquisition (007-WD & 007-T)**
LUC-TR 77-0.54 (PID 116375)

Dear Mr. Mayor and Council Members:

The construction plans for the proposed traffic signal installation at Harroun Road and Ravine Road with a newly relocated Flower Hospital driveway (PID 116375) have reached the Stage 3 level of plan development. The final right-of-way plans for parcels on the west side of Harroun Road are completed and the City was authorized to begin the right-of-way acquisition on March 29, 2023.

In order to accommodate the roadway improvements, the Service Department needs to acquire permanent right-of-way and a temporary construction easement from Robert G. Stewart (Ownership 007 in the Right-of-Way Plan on file with the Service Department). The permanent right-of-way take of 0.006 acres is along the west side of Harroun Road and south side of Ravine Drive. The temporary construction easement allows the City the right to enter and complete the necessary scope of work beyond the right-of-way over a 12-month period and includes the construction of two driveways and grading work.

The City has reached an agreement with the owner in consideration of \$20,008.00. Procurement of the permanent right-of-way and temporary construction easement were known project expense and was included in the 2023 capital improvement budget. Funds are available and allocated from account number 401-7610-53503. We would request approval of the enclosed permanent right-of-way and temporary construction easement contract for sale with Robert G. Stewart in the amount of \$20,008.00. Please call with any questions.

Sincerely,

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

8d.

ORDINANCE NO. 60-2023

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO A TEMPORARY CONSTRUCTION EASEMENT AND CONTRACT OF SALE AND PURCHASE OF REAL PROPERTY FOR A PORTION OF THE PROPERTY LOCATED AT 5239 HARROUN ROAD RELATIVE TO THE HARROUN ROAD/RAVINE DRIVE/FLOWER HOSPITAL INTERSECTION IMPROVEMENT PROJECT OWNED BY ROBERT G. STEWART, FOR THE AMOUNT OF \$20,008.00; PROVIDING FUNDS FOR SAID PURCHASE; AUTHORIZING THE PAYMENT OF THE PURCHASE PRICE; AND DECLARING AN EMERGENCY.

WHEREAS, the construction plans for the proposed traffic signal installation at Harroun Road and Ravine Drive with a relocated Flower Hospital driveway have reached the Stage 3 level of plan development and the final right-of-way plans for parcels on the west side of Harroun Road are complete; and,

WHEREAS, Ordinance No. 5-2023, passed January 17, 2023, accepted 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; and,

WHEREAS, WE Realty has reached an agreement with Robert G. Stewart, the owner of the property located at 5239 Harroun Road, to acquire .006 acres along the west side of Harroun Road and the south side of Ravine Drive and for a temporary construction easement to permit the City to enter said property and complete the necessary scope of work beyond the right-of-way over a 12-month period and includes the construction of two driveways and grading work at a cost of \$20,008.00; and,

WHEREAS, the Director of Public Service, by report dated July 17, 2023, has recommended approval of the Temporary Construction Easement and Contract for Sale and Purchase of Real Property, 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 are hereby authorized to sign on behalf of the City, the Contract for Sale and Purchase of Real Property now on file with the Clerk of this Council and hereby approves the acts of the Mayor and Director of Finance in making said offer to purchase on behalf of this City.

SECTION 2. That, to provide funds for said purchase, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND**, from funds therein not heretofore appropriated, to **Account No. 401-7610-53503 – Street Improvements**, the sum of Twenty Thousand Eight Dollars (\$20,008.00).

SECTION 3. That the Mayor and Director of Finance be, and they hereby are, authorized and directed to draw their warrant or warrants against said Account to which appropriation has hereinabove been made, to the full amount of said appropriation, upon request of the Director of Law and in accordance with such request.

SECTION 4. That the appropriate officials of this City be, and they hereby are, authorized and directed to proceed to close said real estate purchase transaction and to do any and all things necessary or incidental thereto and to sign any and all documents incidental to the closing of said real estate purchase including the acceptance of delivery of the executed deed or deeds, subject to all of the terms of said purchase agreement, and all of which shall be done under the supervision of the Director of Law.

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

SECTION 6. That the Clerk of Council is hereby directed to post a copy of this Ordinance in the Office of the Clerk of Council in the Municipal Building pursuant to ARTICLE III, Sections 11 and 12, of the Charter of this City.

SECTION 7. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the City should proceed with the purchase of this property forthwith so that the necessary right-of-way can be acquired for the improvement project. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2023, as an emergency measure.

ATTEST:

President of Council

Clerk of Council

APPROVED:

APPROVED AS TO FORM:

Mayor

Director of Law

Date

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

**PARCEL(S): 007-WD,T
LUC TR 77-0.54**

This Agreement is by and between the City of Sylvania ["Purchaser"] and Robert G. Stewart, Married ["Seller"]; "Seller" includes all of the foregoing named persons or entities]. Purchaser and Seller are referred to collectively in this Agreement as "Parties."

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

1. Price and Consideration

Purchaser shall pay to Seller the sum of \$20,008.00, which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed, including all fixtures; (b) Seller's covenants set forth herein; (c) any and all supplemental instruments reasonably necessary to transfer the title of the subject property; and (d) Purchaser to remove the large White Oak Tree on Harroun Road located at Station 37+05, 30' Lt; and (e) Purchaser to provide and plant up to seven (7) trees, bushes, or shrubs, (any combination) within the right of way along Ravine Drive and near the corner at Harroun Road.

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

2. Estate Sold and Deed to Transfer

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the property which is more particularly

described in Exhibit A attached hereto and by this reference incorporated herein, together with all improvements now located thereon and all fixtures of every nature now attached to or used with said land and improvements including, but not limited to, driveways, signs, utility fixtures, shrubbery and trees.

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

3. Limited Access Parcels - Waiver of Abutters' Rights

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

4. Supplemental Instruments

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

5. Warranty of Title

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

6. Elimination of Others' Interests

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

Seller and Purchaser agree that if a mortgagee of Seller or of a predecessor in title fails to cooperate with the efforts to obtain a release of that mortgagee's mortgage lien secured by the

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

7. No Change in Character of Property

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

8. Offer to Sell

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

9. Designation of Escrow Agent

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

10. Closing Date

The consummation and closing of this Agreement shall occur at such time and place as the Parties may agree, but no later than 10 days after Purchaser notifies Seller in writing that Purchaser is ready to consummate and close this Agreement. Provided, however, in no event shall such consummation and closing occur more than 120 days after the last date on which one of the Parties executes this Agreement.

11. Physical Possession of Structures Occupied by Seller

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

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

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

13. Binding Agreement

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

14. Multiple Originals

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

15. Entire Agreement

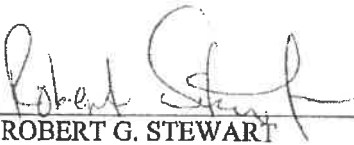
This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon Seller or Purchaser.

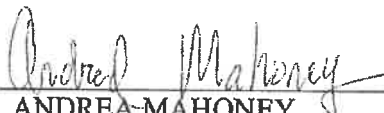
16. Amendments and Modifications

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

IN WITNESS WHEREOF, the parties hereto, namely the City of Sylvania and Robert G. Stewart, have executed this Agreement on the date(s) indicated immediately below their respective signatures.

And, for the consideration hereinabove written, Andrea Mahoney, the spouse of Robert G. Stewart, hereby relinquishes to said Grantee, its successors and assigns, all rights and expectancies of Dower in the above described premises.


By: ROBERT G. STEWART
Date: 7-5-23


By: ANDREA-MAHONEY
Date: 7/5/23

City of Sylvania

Craig A. Stough
Mayor
Date: _____

EXHIBIT A

LPA RX 851 WD

Page 1 of 2

Rev. 06/09

Ver. Date 03/14/23

PID 116375

**PARCEL 7-WD
LUC-TR 77-0.54
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
CITY OF SYLVANIA, LUCAS COUNTY, OHIO**

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

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Lucas, City of Sylvania, being part of Lot 4 of Oakland Estates, a subdivision of record in Plat Volume 58, Page 46 being in the Southwest Quarter of Section 10, Town 9 South, Range 6 East, out of a parcel of land conveyed to Robert G. Stewart (as of the date of this survey) by deed of record in Instrument Number 20201228-0059204, and being on the left side of the centerline of right of way of Township Road 77 (TR 77) (Harroun Road) and right side of Ravine Drive, as shown on a centerline survey plat made in October 2022, for the City of Sylvania titled "LUC-TR 77-0.54, PID 116375", and bounded and described as follows:

Commencing, at a monument box with a cross cut found marking the South Quarter corner of said Section 10 (Station 19+98.73, 33.00 feet left TR 77)

Thence North 00 Degrees 09 Minutes 29 Seconds East a distance of 1833.90 feet with the North-South centerline of said Section 10 and Westerly existing right of way line of Township Road 77, to an iron pin set on the East line of said Lot 4, being on the Westerly proposed right of way line and the **True Point of Beginning** (Station 38+10.00, 33.00 feet left TR 77);

1. Thence North 44 Degrees 08 Minutes 49 Seconds West a distance of 31.99 feet with said Westerly proposed right of way line, to an iron pin set on the Southerly existing right of way line of Ravine Drive and the North line of said Lot 4 (Station 38+32.90, 55.35 feet left TR 77 and Station 19+45.00, 30.00 feet right Ravine Drive);

EXHIBIT A

2. Thence South 89 Degrees 10 Minutes 19 Seconds East a distance of 22.35 feet with said Southerly existing right of way line and Northerly line of said Lot 4, to the intersection of the Westerly existing right of way line of Township Road 77 with the Southerly existing right of way line of Ravine Drive, being the Northeast corner of said Lot 4 and on the North-South centerline of said Section 10 (Station 38+32.63, 33.00 feet left TR 77 and Station 19+67.35, 30.00 feet right Ravine Drive);
3. Thence South 00 Degrees 09 Minutes 29 Seconds West a distance of 22.63 feet with said Westerly existing right of way line, the East line of said Lot 4 and the North-South centerline of said Section 10, to the ***True Point of Beginning***.


The above described parcel contains 0.006 acres of land, more or less, of which the present road occupies 0.00 acres leaving a net take of 0.006 acres, more or less, contained within Lucas County Auditor's Permanent Parcel Number 82-24011.

The bearings in this description are for project use only and are based on the Ohio State Plane Coordinate System, North Zone, NAD 83 (2011). Said coordinates originated from GPS observations of selected stations in the Ohio Department of Transportation Virtual Reference Station Network. The portion of the centerline of Township Road 77 having a bearing of North 00 Degrees 09 Minutes 29 Seconds East is designated the Basis of Bearing for this description.

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

Points referred to as set are 3/4 inch diameter x 30 inch long re-bars with a 1 1/2 inch diameter aluminum cap marked "DGL PS #8029".

The above description is based on a land survey performed in July of 2022, by DGL Consulting Engineers, LLC and was prepared by Ronald J. Lumbrezer, Ohio Professional Surveyor #8029.


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

3/20/23
Date:



EXHIBIT A

LPA RX 887 T

Page 1 of 2

Rev. 07/09

Ver. Date 03/14/23

PID 116375

**PARCEL 7-T
LUC-TR 77-0.54
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
TO CONSTRUCT 2 DRIVES AND REMOVE 1 DRIVE, AND GRADING
FOR 12 MONTHS FROM DATE OF ENTRY BY THE
CITY OF SYLVANIA, LUCAS COUNTY, OHIO**

|Surveyor's description of the premises follows|

Situated in the State of Ohio, County of Lucas, City of Sylvania, being part of Lot 4 of Oakland Estates, a subdivision of record in Plat Volume 58, Page 46 being in the Southwest Quarter of Section 10, Town 9 South, Range 6 East, out of a parcel of land conveyed to Robert G. Stewart (as of the date of this survey) by deed of record in Instrument Number 20201228-0059204, and being on the left side of the centerline of right of way of Township Road 77 (TR 77) (Harroun Road) and right side of Ravine Drive, as shown on a centerline survey plat made in October 2022, for the City of Sylvania titled "LUC-TR 77-0.54, PID 116375", and bounded and described as follows:

Beginning, at an iron pin set on the North-South centerline of said Section 10 and the East line of said Lot 4, being at the intersection of the Westerly existing right of way line of Township Road 77 with the Westerly proposed right of way line of Township Road 77, acquired as parcel 7-WD by right of way plans made of the City of Sylvania titled "LUC-TR 77-0.54, PID 116375" (Station 38+10.00, 33.00 feet left TR 77)

1. Thence South 00 Degrees 09 Minutes 29 Seconds West a distance of 137.58 feet with the North-South centerline of said Section 10, the East line of said Lot 4 and said Westerly existing right of way line, to the East corner common to said Lot 4 and Lot 5 of said Oakland Estates (Station 36+72.42, 33.00 feet left TR 77);
2. Thence North 89 Degrees 50 Minutes 31 Seconds West a distance of 5.00 feet with the line common to said Lots 4 and 5, to a point (Station 36+72.42, 38.00 feet left TR 77);
3. Thence North 00 Degrees 09 Minutes 29 Seconds East a distance of 142.70 feet, parallel with and 5.00 feet West of the North-South centerline of said Section 10, the East line of said Lot 4 and said Westerly existing right of way line, to a point on the Westerly proposed right of way line of Township Road 77 (Station 38+15.12, 38.00 feet left TR 77);

EXHIBIT A

4. Thence South 44 Degrees 08 Minutes 49 Seconds East a distance of 7.16 feet with said Westerly proposed right of way line, to the ***Point of Beginning***.


The above described parcel contains 0.016 acres of land, more or less, of which the present road occupies 0.00 acres leaving a net take of 0.016 acres, more or less, contained within Lucas County Auditor's Permanent Parcel Number 82-24011.

The bearings in this description are for project use only and are based on the Ohio State Plane Coordinate System, North Zone, NAD 83 (2011). Said coordinates originated from GPS observations of selected stations in the Ohio Department of Transportation Virtual Reference Station Network. The portion of the centerline of Township Road 77 having a bearing of North 00 Degrees 09 Minutes 29 Seconds East is designated the Basis of Bearing for this description.

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

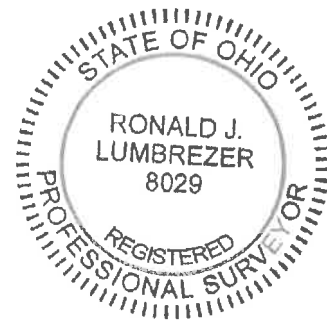
Points referred to as set are 3/4 inch diameter x 30 inch long re-bars with a 1 1/2 inch diameter aluminum cap marked "DGL PS #8029".

The above description is based on a land survey performed in July of 2022, by DGL Consulting Engineers, LLC and was prepared by Ronald J. Lumbrezer, Ohio Professional Surveyor #8029.



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

3/20/23
Date:





9a.

DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE DIRECTOR

July 17, 2023

To: The Mayor and Members of Sylvania City Council

Re: **JOINT COOPERATION AGREEMENT FOR THE NWO TRANSPORTATION SAFETY ACTION PLAN SAFE STREETS FOR ALL GRANT PROGRAM (SS4A)**

Dear Mr. Mayor and Council Members:

On September 6, 2022 City Council authorized a resolution for the City of Sylvania to participate with the Lucas County Engineer's Office in applying for a Transportation Safety Action Plan (TSAP) grant under the Safe Streets and Roads for All (SS4A) program. This is a grant program offered to local governments to advance "vision zero" plans to reduce crashes and fatalities.

The City of Sylvania, along with the City of Toledo and the counties of Fulton, Ottawa, Sandusky, and Wood agreed to participate with Lucas County acting as the lead coordination agency and applicant. Lucas County was notified in February 2023 that the grant application was successful and was awarded \$400,000 to develop the TSAP. Lucas County is currently working through the Statement of Qualification and consultant selection process and intends to have a consultant ready to begin work this month.

Lucas County has requested each participant enter into a Joint Cooperation Agreement with them during the TSAP phase. The TSAP grant requires a 20% local match (anticipated to be \$100,000). As a part of the Agreement each participant will track and document their employees, time spent, and rates of pay used to develop the TSAP. These costs will be tabulated and reported quarterly to Lucas County and will contribute towards the 20% local match.

We would recommend approval of this Joint Cooperation Agreement with the Lucas County Engineer's Office. Please contact me with any questions.

Sincerely,

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

ORDINANCE NO. 61-2023

96.

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO A JOINT COOPERATION AGREEMENT ON BEHALF OF THIS CITY OF SYLVANIA WITH THE LUCAS COUNTY BOARD OF COUNTY COMMISSIONERS, RELATIVE TO THE NORTHWEST OHIO TRANSPORTATION SAFETY ACTION PLAN SAFE STREETS FOR ALL GRANT; AND DECLARING AN EMERGENCY.

WHEREAS, Resolution No. 9-2022, passed by Sylvania City Council on September 6, 2022, authorized the City of Sylvania to participate with Lucas County in applying for a grant under the Safe Streets for All Program and authorized the Mayor to execute and deliver a Letter of Commitment to the Lucas County Engineer for submission with the grant; and,

WHEREAS, the City of Sylvania, along with the counties of Fulton, Ottawa, Sandusky, and Wood and their municipalities agreed to participate with Lucas County acting as the lead coordination agency and applicant in applying for a grant to develop a data driven Transportation Safety Action Plan (“TSAP”); and,

WHEREAS, the U.S. Secretary of Transportation has awarded Lucas County, on behalf of Lucas, Ottawa, Sandusky, and Wood Counties and their municipalities a \$400,000 grant to develop a data driven TSAP; and,

WHEREAS, the terms of the grant require a 20% local match, estimated to be \$100,000, however, the grant permits employee time spent on the TSAP to count toward the local match; and,

WHEREAS, this Joint Cooperation Agreement provides that the County will prepare the necessary request for qualifications, provide for advertising and contract administration with the Selected Consultant for the TSAP and the City will provide the selected consultant with the information/data required to develop the TSAP and submit the time spent on the project to the County quarterly; and,

WHEREAS, the Director of Public Service, in a report dated July 17, 2023, has

recommended approval of the Joint Cooperation Agreement.

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

SECTION 1. That the Mayor and Director of Finance be, and they hereby are, authorized, on behalf of the City of Sylvania, Ohio, to enter into a Joint Cooperation Agreement with Lucas County for the Northwest Ohio Transportation Safety Action Plan Safe Streets for All Grant Program, a copy of which is attached hereto as "Exhibit A."

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

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

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the Joint Cooperation Agreement should be entered into forthwith. 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

JOINT COOPERATION AGREEMENT
FOR
SAFE STREETS FOR ALL ACTION PLAN GRANT
BETWEEN
CITY OF SYLVANIA
AND
LUCAS COUNTY

This Agreement is by and between the following **PARTNERS**: Board of Lucas County Commissioners, hereinafter referred to as **COUNTY** and the City of Sylvania, hereinafter referred to as **CITY**.

WITNESSETH

WHEREAS, the U.S. Secretary of Transportation has awarded Lucas County, on behalf of four Northwest Ohio counties: Lucas, Ottawa, Sandusky, and Wood and their municipalities, a \$400,000 grant to develop a data driven Transportation Safety Action Plan, and

WHEREAS, this Transportation Safety Action Plan is hereinafter referred to as **PROJECT**, and

WHEREAS, the **PARTNERS** agree that the project will enhance the safety of the traveling motorists, and

WHEREAS, the **COUNTY** has received the agreement from U.S. Department of Transportation Federal Highway Administration Office of Safety for a 24-month \$400,000 grant (with a \$100,000 match) for the **PROJECT**, and

WHEREAS, the **PARTNERS** desire to conclude an agreement which will accomplish the design and completion said **PROJECT**.

NOW, THEREFORE, the **PARTNERS** for mutual benefits, promises and covenants herein contained and specified, have agreed and to hereby agree to the following:

1. The **COUNTY** will prepare the necessary request for qualifications; provide for advertising; and contract administration with the Selected Consultant for the **PROJECT**.
2. The **CITY** will provide the selected consultant with the information/data required for the creation of the Transportation Safety Action Plan.
3. The **COUNTY**, as project manager, shall use the DELPHI invoicing System to submit requests for reimbursement. These requests will be supported with cost detail in the SF 271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
4. The **CITY**, as a **PARTNER**, must submit to the COUNTY at the end of each quarter (September 30th, December 31st, March 31st, and June 30th), their time spent on behalf of the project. These costs contribute to the non-federal share match reported in the SF271. These expenses will include:
 - Employee Name
 - Number of hours worked
 - Rate of pay/total salary paid
5. It is the intent of this Agreement that the **PARTNERS** shall each properly and expeditiously discharge any requirements that may devolve upon them from time to time during the period this Agreement will be in force.
6. Attached to this Agreement is the current estimate for the **PROJECT** which gives the approximate levels of funding with the U.S. Department of Transportation Federal Highway Administration.

IN WITNESS WHEREOF, the **COUNTY** and **CITY** have adopted the provisions of this Agreement and have directed the execution of the same by their duly authorized representatives on the date hereinafter shown.

CITY OF SYLVANIA:

LUCAS COUNTY ENGINEER:

Craig Stough, Mayor

Mike Pniewski, P.E., P.S.

Date: _____

Date: _____

Approved as to Form:

Law Director / City Solicitor

Asst. Lucas County Prosecutor

Date: _____

Date: _____

Estimated Budget

Cost Element	Federal Share	Non-Federal Share	Total Budget Amount
Direct Labor	\$31,000.00	\$62,000.00	\$93,000.00
Fringe Benefits	\$19,000.00	\$38,000.00	\$57,000.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual/Consultant	\$350,000.00	\$0.00	\$350,000.00
Other	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
Total Budget	\$400,000.00	\$100,000.00	\$500,000.00

10a.



DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE, DIRECTOR

July 17, 2023

To: The Mayor and Members of Sylvania City Council

Re: **PLUMMER POOL GRANT AGREEMENT LUCA-018C**

Dear Mr. Mayor and Council Members:

City Administration pursued state appropriation funds for needed improvements to the building at Plummer Pool. The proposed improvements include new relocated locker room facilities, a community multi-purpose room, pump room improvements, concession room improvements, and ADA accessible restroom facilities.

The City's proposal was successful and we have been awarded \$200,000 towards the project. We will also be directing another \$100,000 in state appropriation funds towards this project which will be coming to you soon. The current construction estimate for the project is approximately \$414,000 and we are working with SAJRD to value engineer some of the work as well as consider phasing in the improvements.

We recommend approval of the attached Pass-Through Grant Agreement to allow the improvements to proceed which will be a welcome addition to a much-used facility in the City. Please contact me with any questions.

Sincerely,

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

ORDINANCE NO.62-2023

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO A PASS-THROUGH GRANT AGREEMENT WITH THE STATE OF OHIO, DEPARTMENT OF NATURAL RESOURCES RELATIVE TO THE SYLVANIA PLUMMER POOL IMPROVEMENT PROJECT; AND DECLARING AN EMERGENCY.

WHEREAS, Ordinance No. 2-2014, passed January 6, 2014, authorized a Lease between the City of Sylvania, as Lessor, and the Sylvania Area Joint Recreation District (“SAJRD”), as Lessee, for Burnham Park and Plummer Pool; and,

WHEREAS, SAJRD recently proposed improvements to Burnham Park and Plummer Pool for which the City solicited and received State of Ohio Capital Improvement funding; and,

WHEREAS, pursuant to House Bill No. 687, the 134th General Assembly of the State of Ohio appropriated Two Hundred Thousand Dollars (\$200,000.00) in grant funding to the City of Sylvania for the costs associated with the renovations and improvements to Plummer Pool; and,

WHEREAS, in order to receive the funding, the City of Sylvania must enter into a Pass-Through Grant Agreement with the State of Ohio, Department of Natural Resources, 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 the Director of Finance be, and they hereby are, authorized to enter into the Pass-Through Grant Agreement with the State of Ohio, Department of Natural Resources, a copy of which is attached hereto as “Exhibit A” for the grant funding for the Burnham Park and Plummer Pool improvements.

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 Pass-Through Grant Agreement should be approved immediately so that the Plummer Pool and Burnham Park improvements can be completed 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

**Capital Improvement Community Park, Recreation/Conservation Project
Pass-Through Grant Agreement
Ohio Department of Natural Resources**

This Community Recreation/Conservation Project Pass-Through Agreement (hereinafter referred to as the "Agreement") is made and entered into by and between the State of Ohio, Department of Natural Resources, (hereinafter referred to as "State" or "ODNR"), acting by and through its Director, pursuant to Sections 154.17, 154.22 and 1501.01 of the Ohio Revised Code ("R.C.") and House Bill No. 687, 134th General Assembly of the State of Ohio and the City of Sylvania, an Ohio political subdivision (hereinafter referred to as "Grantee") acting by and through its authorized representative.

Notices: All notices, demands, requests, consents, approvals, and other communications required or permitted to be given pursuant to the terms of this Agreement shall be in writing, and shall be deemed to have been properly given when: 1) hand-delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (Fed Ex, UPS, etc.) with receipt; or 4) sent by fax or email, and shall be respectively addressed as follows:

ODNR Contact: Teresa Goodridge Program Manager Ohio Department of Natural Resources Office of Real Estate & Land Management 2045 Morse Road, Building E-2 Columbus, Ohio 43229 Teresa.Goodridge@dnr.ohio.gov	Grantee Contact: Kevin Aller Director of Public Service City of Sylvania 6730 Monroe Street Sylvania, OH 43560 kaller@cityofsylvania.com
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Notices shall be deemed given upon receipt thereof and shall be sent to the addresses appearing above. Notwithstanding the foregoing, notices sent by fax or email shall be effectively given only upon acknowledgment of receipt by the receiving party. The parties designated above shall each have the right to specify as their respective address for purposes of this Agreement any other address upon fifteen (15) days prior written notice thereof, as provided herein, to the other parties listed above. If delivery cannot be made at any address designated for notices, a notice shall be deemed given on the date on which delivery at such address is attempted.

WHEREAS, pursuant to House Bill No. 687, the 134th General Assembly of the State of Ohio has appropriated funds in the amount of Two Hundred Thousand Dollars (\$200,000.00) to make a grant to the Grantee for the costs associated with the construction of a park and recreation or conservation facility in appropriation item C725E2, more fully described as 'Sylvania Plummer Pool', (hereinafter referred to as the "Project"). Furthermore, \$4,000,000 of the total Project appropriations will be used by ODNR for the administration of the Project. The Project reference number is **LUCA-018C**; and

WHEREAS, the General Assembly has identified the Parks and Recreation Improvement Fund (Fund 7035), created and existing under R.C. § 154.22(F), as the fund from which these monies will be disbursed; and

WHEREAS, pursuant to R.C. Chap. 154 and Article VIII, Section 2i of the Ohio Constitution, capital facilities lease-appropriation bonds (the "Bonds") have been or will be issued by the Ohio Treasurer of State (the

“Treasurer”) for the purpose of paying the “costs of capital facilities” including acquiring, constructing, reconstructing, rehabilitating, renovating, enlarging and otherwise improving, equipping, and furnishing capital facilities for parks and recreation, all as defined and described in R.C. § 154.01(K). A portion of those Bonds proceeds will be used by ODNR to provide funding to the Grantee for the Project under this Agreement. Because ODNR is funding the Project with proceeds of those Bonds, ODNR requires that the Grantee make certain representations, warranties, and covenants (both affirmative and negative) concerning the Project and use of the grant funds, as more fully described or provided in this Agreement, in order to comply with federal and state laws, regulations, and rules relating to those Bonds and the projects funded with proceeds of those Bonds.

NOW THEREFORE, for the purposes of providing the funds to Grantee pursuant to House Bill No. 687 of the 134th General Assembly, the parties hereto covenant and agree as follows:

- 1. Funding Amount.** ODNR agrees to provide the Grantee One Hundred Ninety-Six Thousand Dollars (\$196,000.00), via qualifying advance and reimbursement, to be used toward the total cost of the Project. Four Thousand Dollars (\$4,000.00) of the amount appropriated for the Project will be retained by ODNR to cover administrative costs. In no event shall ODNR’s payment to Grantee exceed One Hundred Ninety-Six Thousand Dollars (\$196,000.00). Funds for this Project have been released by the Controlling Board as of _____ and encumbered by Contract Encumbrance Record Number _____ and are so certified by the Director of Budget and Management on _____. Obligations of the State are subject to the provisions of R.C. § 126.07. Any funds provided under this Agreement that are not spent shall be returned in full to the State.
- 2. Project Description.** The Grantee shall use the grant funds for ‘Sylvania Plummer Pool’, a project to renovate Plummer Pool in Burnham Park in Sylvania, OH, all as more fully described in Exhibit A attached hereto.
- 3. Effective and Termination Dates.** This Agreement shall commence on the date that it is signed by ODNR (the “Effective Date”) and will, unless otherwise earlier terminated as provided herein, expire on the later of: (i) 15 years from the date of the payment of the final Project reimbursement (or Project acquisition if the Project is solely for the acquisition of real property) (“Project Closeout”); or (ii) the date upon which the latest Bond issuance funding or refinancing of the Project is paid in full (the “Term”). Grantee shall complete the Project on or before June 30th, 2024.
- 4. No Restrictions of Record.** Grantee hereby represents and warrants that there are not now, and there will not be, any restrictions of record or otherwise with respect to the Project, including without limitation, any encumbrances, liens, or other matters, which would interfere with or otherwise impair the use of the property as described in the Boundary Map attached hereto as Exhibit B, on which the Project will be located and developed as a public parks and recreation or conservation facility (the “Property”) except for those restrictions permitted below. Grantee represents that it is the fee simple owner, or has a lease, exclusive easement, or cooperative use agreement with a term longer than the Term hereof, on the Property and that the only restrictions of record, or otherwise, with respect to the Property are: (a) all zoning regulations, restrictions, rules and ordinances, and other laws and regulations now in effect or hereafter adopted by any governmental agencies having jurisdiction over the Property, (b) dedicated public rights-of-way identified on Exhibit B, Boundary Map, and (c) the encumbrances, items, and other matters identified in Exhibit C, Title Encumbrances. Grantee hereby represents and warrants that there are not now, and shall not cause there to be, any restrictions with

respect to the Project or Property, including without limitation, any encumbrances, liens, or other matters, which would interfere with or otherwise impair the use of the Property as a public park, recreation facility, or conservation facility.

5. **Construction Services.** Grantee represents that it will contract for all construction services for the Project and will provide for construction administration. Grantee shall have the full authority to contract with third parties for the design and construction of the Project. Grantee shall secure all necessary permits and licenses for the Project. Grantee warrants that it will cause the Project to be constructed or acquired, as applicable, with all reasonable speed and reasonably adhere to any submitted development timeline. Grantee shall comply with all applicable federal and state requirements relating to the competitive selection of contractors and comply with its own competitive selection policies and procedures. If competitive selection for the Project is not required by law, to the extent reasonably possible as determined by Grantee, Grantee shall employ an open and competitive process in the selection of its contractors. Bid documents designed to be so restrictive to exclude open competitive bidding and bid documents that do not allow for "or equal" provisions may not be acceptable.
6. **Operation, Maintenance, and Upkeep.** Grantee shall be solely responsible for the operation, maintenance, and upkeep of the Project, and shall take all actions reasonably necessary to ensure that the Project is available to the public for the intended parks and recreation or conservation purpose during the Term. Failure to comply with this provision or any other provision of this Agreement may result in demand for repayment of all or a portion of the grant funds paid by ODNR to Grantee under this Agreement. The amount to be repaid will be calculated based on the ratio of (x), the number of months from the event triggering the reimbursement to the final scheduled maturity date of the Bonds, over (y), the total number of months that the Bonds are scheduled to be outstanding. Grantee shall not make any grant repayment unless first consulting with ODNR, and ODNR shall not accept any repayment without first obtaining the approval of the Ohio Public Facilities Commission ("OPFC").
7. **Remittances.** If for any reason funds acquired through this Agreement are required to be paid, repaid, or remitted to the State, they shall be remitted in full by the Grantee within forty-five (45) days of demand to:

Ohio Treasurer of State
30 East Broad Street, 9th Floor
Columbus, Ohio 43215

Any such remittance shall include a copy of this Agreement. A copy of the cover letter transmitting the remittance to the Treasurer of State shall be sent simultaneously to ODNR.

8. **Conveyance of Interest in Project to ODNR.** As security for the performance of Grantee's obligations under this Agreement, Grantee hereby conveys to ODNR an interest in the Property, consisting of the right to use and occupy the Property and the facilities funded in whole or in part with grant funds under this Agreement upon default of this Agreement by Grantee. This interest shall remain in effect during the Term of this Agreement. Grantee hereby acknowledges and agrees that ODNR may assign or convey such right to use and occupy such facilities to the OPFC or such other State agency selected by ODNR, and Grantee does hereby consent to such assignment or conveyance. In addition, ODNR

has entered into a lease with OPFC relating to the Bonds and the Project; provided that, so long as Grantee shall not default under this Agreement, such lease shall not affect the Project or the use of the Property. ODNR acknowledges that, absent a default by Grantee, ODNR has no right to use or occupy the Property or Project. ODNR shall have the right during the Term hereof to enter upon the Property during normal business hours for purposes of inspection of the Project for compliance with this Agreement.

9. **Prohibition Against Disposition.** Grantee shall not dispose of all or any part of the Project or Property funded by ODNR through the Term of this Agreement without the prior written consent of ODNR and OPFC. All notices, demands, requests, consents, approvals, and other communications to OPFC shall be addressed as follows:

Ohio Public Facilities Commission
30 East Broad Street, 34th Floor
Columbus, Ohio 43215
Attn: Assistant Secretary

10. **Joint or Cooperative Use Agreement.** If the Property is owned by a separate nonprofit organization and made available to a state agency for its use or benefit, the nonprofit organization must either own, or have a long-term lease (for at least so long as the latest Bond issuance funding or refinancing of the Project have not been paid in full) of, the Property or other capital facility to be improved, renovated, constructed, or acquired and enter into a joint or cooperative use agreement, with and approved by the state agency that meets the requirements of H.B. 687, 134th General Assembly.

11. **Liability; Waiver of Liability.** Grantee shall be solely liable for any and all claims, demands, or causes of action arising from its obligations under this Agreement. Each party to this Agreement must seek its own legal representative and bear its own costs, attorney fees and expenses, in any litigation that may arise from the performance of this Agreement or the Project. It is specifically understood and agreed that ODNR does not indemnify Grantee. Nothing in this Agreement shall be construed to be a waiver of the sovereign immunity of the State of Ohio or the immunity of any of its employees or agents for any purpose. Nothing in this Agreement shall be construed to be a waiver of any immunity of Grantee granted by statute or the immunity of any of its employees or agents for any purpose. In no event shall ODNR be liable for indirect, consequential, incidental, special, liquidated, or punitive damages, or lost profits. On and after the date of this Agreement, Grantee agrees not to seek any determination of liability against ODNR, OPFC, the Treasurer, or any department, agency, or official of the State in the case of claim or suit arising from the Project including the acquisition of the Property or any future condition, construction, operation, maintenance, or use of the Property or facilities which may be developed in relation to the Project. Grantee forever releases and waives any and all claims, demands, and causes of action it may ever possess or assert against ODNR and its employees, agents, officials, and attorneys arising from, or relating to, the Project.

12. **Insurance.**

- a. **Adequate Insurance.** Unless otherwise agreed to by ODNR in writing, Grantee shall maintain, or cause to be maintained, at no cost to ODNR, commercial general liability insurance and other insurance, including casualty insurance, and if applicable, professional liability insurance, and builder's risk insurance, to insure ODNR, OPFC, the Treasurer, and the State in an amount and

type determined by a qualified risk assessor to be sufficient to cover the full replacement costs of improvements funded, in whole or in part, by the State, and for bodily injury, property damage, personal injury, advertising injury, and employer's liability exposures of Grantee. Unless otherwise agreed to by ODNR in writing, such insurance shall remain in force at all times from the Effective Date hereof through the Term of this Agreement.

- b. **Self-Insurance.** Instead of providing the general liability and casualty insurance above, Grantee may name ODNR, OPFC, the Treasurer, and the State as additional insureds and/or loss payees, as the coverage requires, under a self-insurance program or joint self-insurance pool created under R.C. §§ 2744.08 or 2744.081, respectively, and operated by or on behalf of Grantee, in order to meet the insurance requirements set forth herein.
13. **Bonded and Insured Employees and Agents.** Prior to any advance (but not reimbursement) payments by ODNR, Grantee will provide ODNR with a document that demonstrates that all employees or agents of Grantee who are responsible for maintaining or disbursing advanced funds acquired through this Agreement will be fully bonded or insured against loss of such funds. The bonding agent or insurer shall be licensed to do business in Ohio. No part of the funds acquired by Grantee through this Agreement shall be spent to obtain that bonding or insurance.
14. **Public Funds Compliance.** Grantee will assure compliance with all applicable federal, state, and local laws and regulations pertaining to handling, management, and accountability in relation to public funds. All funds received by Grantee under this Agreement shall be deposited in one or more financial institutions that fully insure, secure, or otherwise protect the funds from loss through federal deposit insurance and/or other deposit and/or collateralization strategies that protect the funds against loss. If Grantee is a political subdivision of the State, grant funds shall be held in compliance with R.C. Chap. 135.
15. **Reports and Records.** Grantee will keep and make all reports and records associated with the Project funded under this Agreement available to the State Auditor, or the Auditor's designee, ODNR, and OPFC for a period of not less than eighteen (18) years after the date of Project Closeout. These reports and records shall include a description of the Project, a detailed overview of the scope of work, disbursement details (including amount, date, nature/object of expenditure), and vendor information. Grantee acknowledges that the Auditor of State and other departments, agencies, and officials of the State may audit the Project at any time, including before, during, and after completion. Grantee agrees that any costs of audit by the Auditor of State or any other department, agency, or official of the State will be borne exclusively by, and paid solely by, Grantee, and that the funds provided under this Agreement will not be used by Grantee for payment of any audit expenses for any reason at any time.
16. **Restrictions on Expenditures.** Grantee affirmatively states that Grantee is fully aware of the restrictions and guidelines for expending funds granted under this Agreement and intends to comply fully with the same. Grantee will implement appropriate monitoring controls to ensure that funds acquired through this Agreement are expended in accordance with all applicable laws, rules, and requirements.
17. **Determination of Ineligibility.** If it is determined by any audit by the Auditor of State or any department, agency, or official of the State or other agency or entity with legal audit authority that

any Project expense is ineligible, or not properly documented, Grantee will repay that amount in full to the State.

18. **Equal Opportunity Compliance.** If Grantee is a political subdivision, Grantee shall comply with the requirements of R.C. § 125.111 for all contracts for purchases under the Project.
19. **Real Property Acquisition.** All appropriations of real property for the Project by Grantee shall be made pursuant to R.C. §§ 163.01 to 163.22, except as otherwise provided in R.C. Chap. 163.
20. **Prevailing Wage.** Except as provided in R.C. § 4115.04, monies appropriated or reappropriated for the Project shall not be used for the construction of public improvements, as defined in R.C. § 4115.03, unless the mechanics, laborers, or workers engaged therein are paid the prevailing rate of wages prescribed in R.C. § 4115.04. Nothing in this section affects the wages and salaries established for state employees under R.C. Chap. 124, or collective bargaining agreements entered into by the State under R.C. Chap. 4117, while engaged on force account work, nor does this section interfere with the use of inmate and patient labor by the State.
21. **Project Nondiscrimination.** Grantee agrees that any facilities that may be developed now or in the future on the lands comprising the Project will be made available to all persons regardless of race, color, sex, religion, national origin, ancestry, age, military status, handicap, or disability on the same terms and conditions.
22. **Employment Nondiscrimination.** Pursuant to R.C. Chap. 4112, Grantee agrees that Grantee and any person acting on behalf of Grantee or a contractor, shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status as defined in R.C. § 4112.01, national origin, or ancestry against any citizen of this State in the employment of any person qualified and available to perform services relating to the Project. Grantee further agrees that Grantee and any person acting on behalf of Grantee or a contractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of services relating to the Project on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry. If required by R.C. § 125.111(B) and O.A.C § 123: 2-3-02, Grantee shall have a valid Certificate of Compliance (COC) from the Ohio Department of Administrative Services, Equal Opportunity Division demonstrating compliance with affirmative action program requirements.
23. **ODNR Right to Terminate.**
 - a. **Breach; Notice.** ODNR reserves the right to terminate this Agreement upon written notice to Grantee and to recover any funds distributed by Grantee to contractors or other payees in violation of the terms of this Agreement if Grantee is determined by ODNR to be unable to proceed with the Project, or if Grantee violates any of the terms herein.
 - b. **Opportunity to Cure.** ODNR, in its sole discretion, may permit Grantee to cure the breach. Such cure period shall be no longer than twenty-one (21) calendar days. Notwithstanding ODNR permitting a period of time to cure the breach or Grantee's cure of the breach, ODNR does not waive any of its rights and remedies provided to ODNR in this Agreement or as may be permitted by law.

24. Legal, Federal Tax, and Other Compliance.

- a. Reports of Expenditures. Grantee will assure that monies expended under this Agreement are spent in conformity with the intent and purpose of the appropriation, the limitations on use set forth in the legislation containing the appropriation, and R.C. Chap. 154 and all other laws that apply to the expenditure of monies by Grantee. If Grantee is required to submit an annual financial report to the Auditor of State, in accordance with Auditor of State Bulletin 2015-07, then Grantee shall report the funds it acquires through this Agreement as a separate column identified in a manner consistent with the Project description in appropriation item C725E2. If Grantee is not required to submit the aforementioned report, Grantee shall file an annual detailed expenditure report of all expenditures associated with the Project with the Auditor of State by March 1st every year until all funds provided in this Agreement have been spent. The above reports shall be filed in accordance with Auditor of State Bulletin 2015-07.
- b. Compliance with Employment Laws. Grantee agrees to comply with all applicable federal, state, and local laws and regulations, in the conduct of the Project and acknowledges that its employees are not employees of ODNR with regard to the application of the Ohio Public Employees Retirement law, Fair Labor Standards Act minimum wage and overtime provisions, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Ohio revenue and tax laws, Ohio Workers' Compensation Act, and Ohio unemployment compensation law.
- c. Compliance with Law; Preservation of Tax-Exempt Status of Bonds. Grantee agrees to use funds provided under this Agreement in accordance with the Ohio Constitution and any state or federal laws and regulations that may apply. Grantee shall repay ODNR any funds improperly expended. Additionally, Grantee agrees to comply with all requirements within its control necessary to preserve the tax status of all tax-exempt or tax-advantaged bonds, the proceeds of which are used to provide the funding to Grantee set forth in this Agreement. Unless otherwise determined by the OPFC, such requirements include, but are not limited to, ensuring that the funds provided under this Agreement finance capital expenditures (as opposed to operating expenses) and are not used to refund or otherwise refinance existing debt of Grantee. Grantee shall be liable for any payments to the Internal Revenue Service or the U.S. Treasury as penalties or to preserve the tax status of tax-exempt or tax-advantaged bonds, and any other costs, resulting in whole or in part from actions taken by Grantee, including the failure of Grantee to comply with federal income tax laws applicable to such bonds. Grantee agrees to consult with OPFC if the Grantee is uncertain as to what expenditures are eligible to be financed with funds provided under this Agreement.

25. Relationship of Parties.

- a. Expenses. Grantee shall be responsible for all of its own business expenses, including, but not limited to, computers, email and internet access, software, phone service, and office space. Grantee will also be responsible for all licenses, permits, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any, unless payment for any such item is specifically provided for herein or in the purchase order.

- b. **No Control Over Means and Methods.** While Grantee shall be required to perform its obligations described hereunder during the term of this Agreement, nothing herein shall be construed to imply, by reason of Grantee's obligations hereunder, that ODNR shall have or may exercise any right of control over Grantee with regard to the means or method of Grantee's performance of its obligations hereunder.
 - c. **Right to Bind.** 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.
 - d. **No Agency.** Neither Grantee nor its personnel shall at any time, or for any purpose, be considered as agents, servants, or employees of ODNR or the State of Ohio.
26. **No Finding for Recovery.** Grantee represents and warrants to the ODNR that it is not subject to a finding for recovery under R.C. § 9.24, or that it has taken appropriate remedial steps required under R.C. § 9.24 or otherwise qualifies under that section. Grantee agrees that if this representation or warranty is determined by ODNR to be false, this Agreement shall be void ab initio as between the parties to this Agreement, and any funds paid by the State hereunder immediately shall be repaid in full to the State, or an action for recovery immediately may be commenced by the State for recovery of said funds.
27. **Qualification to Receive Grant.** Grantee affirms that it is a duly authorized federal government agency, municipal corporation, county, or other governmental agency or nonprofit organization, qualified to receive grants under R.C. § 154.22(F). Grantee further affirms that if at any time during the Term of this Agreement, Grantee for any reason becomes disqualified from receiving grants under R.C. § 154.22(F), Grantee will immediately notify ODNR in writing and will immediately cease performance of the Project. Failure to provide such notice in a timely manner shall void this Agreement and may be sufficient cause for the State of Ohio to debar the Grantee from future state grant opportunities as may be permitted by law.
28. **Campaign Contributions.** Grantee hereby certifies that neither it, nor any person described in R.C. § 3517.13 (I) or (J), nor the spouse of any such person, has made, as an individual, within the two previous calendar years, one or more contributions to the governor or the governor's campaign committees totaling in excess of the limitations specified in R.C. § 3517.13.
29. **Ethics Certification.** Grantee, by signature on this document, certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in R.C. Chap. 102 and in R.C. §§ 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. Grantee understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State.
30. **Certification of Funds / Non-Appropriation.** It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, R.C. § 126.07, have been met, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that grant funds are used, until such time that ODNR gives Contractor written notice that such funds have been made available to ODNR by ODNR's funding source.

31. **Time Is of The Essence.** Time is of the essence in this Agreement.

32. **Miscellaneous.**

- a. **Controlling Law.** This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the state of Ohio. Grantee consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.
- b. **Waiver.** A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
- c. **Successors and Assigns.** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of ODNR.
- d. **Conflict with Exhibits.** In the event of any conflict between the terms and provisions of the body of this Agreement and any exhibit hereto, the terms and provisions of the body of this Agreement shall control.
- e. **Headings.** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
- f. **Severability.** The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially-enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.
- g. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.
- h. **Execution.** This Agreement is not binding upon ODNR unless executed in full and is effective as of the last date of signature by ODNR.
- i. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.
- j. **Electronic Signatures.** Any party hereto may deliver a copy of its counterpart signature page to this Agreement electronically pursuant to R.C. Chap. 1306. Each party hereto shall be entitled to rely upon an electronic signature of any other party delivered in such a manner as if such signature were an original.

IN TESTIMONY WHEREOF, Grantee and ODNR have caused this Agreement to be executed by their respective duly authorized officers.

GRANTEE

OHIO DEPARTMENT OF NATURAL RESOURCES

CITY OF SYLVANIA

OFFICE OF REAL ESTATE & LAND MANAGEMENT

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

ATTORNEY CERTIFICATION

Community Park, Recreation, or Conservation Project Number: **LUCA-018C**

I, Leslie A. Brinning, Director of Law, acting as attorney for the
Name and Title of Attorney
City of Sylvania, Ohio("Grantee"), and for the reliance of the
Name of Grantee

Ohio Department of Natural Resources, do certify that from my examination of the Capital Improvement Community Park Recreation or Conservation Project, Pass-Through Grant Agreement (the "Agreement") and my knowledge of Grantee's organization, that acceptance of the Agreement by Grantee and the execution thereof by the signing officer has been duly authorized and is proper and in accordance with the laws of the State of Ohio. Grantee is a legally constituted public entity with full authority and legal capacity to perform all obligations and terms of the Agreement. Upon signature by the signing officer, the Agreement, in my opinion, is a legal obligation of Grantee in accordance with the terms thereof, and Grantee possesses the legal authority to fully perform all obligations incurred by Grantee in signing this Agreement. Grantee's acceptance of the Agreement and the signing officer's execution thereof, has has not* been authorized by the governing body of Grantee or has otherwise been authorized by Grantee's charter. (Resolution or Ordinance No. _____, dated _____, 202__).

*If "has not" is checked above, please indicate the reason: _____

Attorney for Grantee:

Attorney Signature

Attorney Printed Name

Attorney Registration No.

Date Signed

Attorney Address: City of Sylvania
6730 Monroe Street
Sylvania, Ohio 43560

EXHIBIT C TITLE ENCUMBRANCES

Encumbrances DO NOT Exist:

I hereby certify, as an authorized representative of City of Sylvania ("Grantee"), that there are currently **NO** encumbrances, liens, easements, or restrictions against the Property defined in this Agreement.

_____	Director of Public Service
Signature of Authorized Representative	Title
_____	_____
Printed Name	Date

Encumbrances DO Exist:

I hereby certify, as an authorized representative of City of Sylvania ("Grantee"), that the following encumbrances, liens, easements, or restrictions are the only encumbrances, liens, easements, or restrictions that currently exist against the Property defined in this Agreement (attach an additional page, if needed):

Example: Easement by and between [Name of Grantee] and _____ dated _____ and recorded at Official Record # _____ (Vol. # _____ of Page # _____) of [Name of County] County, Ohio.

1	
2	
3	
4	
5	

_____	_____
Signature of Authorized Representative	Title
_____	_____
Printed Name	Date



11a.

DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE DIRECTOR

July 17, 2023

To: The Mayor and Members of Sylvania City Council

Re: **2023 Congestion Mitigation and Air Quality (CMAQ) & Carbon Reduction Program (CRP)
Brint Road & Harroun Road Roundabout Application**

Dear Mr. Mayor and Council Members:

The Toledo Metropolitan Area Council of Governments (TMACOG) has opened the grant application window for eligible projects in the state-wide Congestion Mitigation and Air Quality (CMAQ) Program and the new Carbon Reduction Program (CRP). This round of funding is to complete the pipeline of projects for fiscal years 2025-28 with \$10,000,000 available in CMAQ and \$4,500,000 available in CRP.

The Service Department would like to submit the Brint Road and Harroun Road Roundabout Project for both CMAQ and CRP funding consideration. City Council authorized a study on April 3, 2023 (Ord. 36-2023) to review intersection control as a modern roundabout. The study concluded that the roundabout would reduce delay and improve the level of service (LOS).

The new Carbon Reduction Program has very similar eligibility requirements as CMAQ. TMACOG will score and rank all applications and slot projects within the program that best match the funding availability provided each fiscal year. The total cost of the project is estimated to be \$1,988,896 and we are requesting \$1,035,100 (52%) in CMAQ or CRP funding assistance. If successful with the CMAQ/CRP application the Service Department will be pursuing additional grant opportunities with the Ohio Public Work Commission (OPWC) when funding solicitation windows become available. The estimated OPWC request would be \$694,125 (34.9%) and the remaining local portion would be \$259,671 (13.1%).

We recommend moving forward with this grant application. Please call if you have any questions.

Sincerely,

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

11b.

RESOLUTION NO.7-2023

A RESOLUTION AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE CONGESTION MITIGATION AND AIR QUALITY AND CARBON REDUCTION GRANT PROGRAMS MANAGED BY TOLEDO METROPOLITAN AREA COUNCIL OF GOVERNMENT AND TO EXECUTE CONTRACTS AS REQUIRED; AND DECLARING AN EMERGENCY.

WHEREAS, the Congestion Mitigation and Air Quality Grant Program (“CMAQ”) and the Carbon Reduction Program (“CRP”) managed by Toledo Metropolitan Area Council of Government (“TMACOG”) provides financial assistance to political subdivisions; and,

WHEREAS, Ordinance No. 36-2023, passed by Sylvania City Council on April 3, 2023, accepted the proposal of DGL Consulting Engineers to provide professional engineering services to review Brint Road and Harroun Road intersection control; and,

WHEREAS, the traffic study concluded that the modern roundabout would reduce delay and improve the level of service; and,

WHEREAS, the Director of Public Service, by report dated July 17, 2023, has indicated that the total cost of the project is estimated to be \$1,988,896, with the City requesting up to \$1,035,100 in CMAQ/CRP funding assistance, and, if the CMAQ/CRP grant application is successful, additional grant opportunities will be pursued; and,

WHEREAS, the estimated request in Ohio Public Works Funding will be \$694,125 leaving the estimated City portion of the project to be \$259,671 and has recommended the City proceed with filing the grant application.

NOW, THEREFORE BE IT RESOLVED 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 apply to the CMAQ/CRP managed by TMACOG for funds as described above.

SECTION 2. The Mayor and Director of Finance are further authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

SECTION 3. If the Project is approved for financial assistance, the City of Sylvania will commit the necessary funds to meet the local share as indicated in the corresponding project application and will enter into an agreement with TMACOG for the grant.

SECTION 4. It is hereby found and determined that for 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 5. 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 6. That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the City should file its application for the grant immediately and indicate its willingness to enter into an Agreement and appropriate the funds for said project as necessary and therefore this Resolution should be made effective immediately. Provided this Resolution receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote on passage as an emergency: Yeas ____ Nays ____

Passed, _____, 2023, as an emergency measure.

ATTEST:

President of Council

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

12

ORDINANCE NO. 63-2023

AUTHORIZING THE CONTRIBUTION OF \$7,500.00 TOWARD THE COST OF RUNNING COMMERCIALS PROMOTING NORTHWEST OHIO DURING THE LPGA/DANA OPEN AT HIGHLAND MEADOWS GOLF CLUB; APPROPRIATING FUNDS THEREFORE; AND DECLARING AN EMERGENCY.

WHEREAS, on June 15, 2023, the Executive Director of the LPGA/Dana Open reported that they were unable to secure a presenting sponsor for the LPGA/Dana Open at Highland Meadows Golf Club; and,

WHEREAS, the Executive Director of the LPGA/Dana Open requested the City of Sylvania contribute to the cost of running 22 commercial units to promote Northwest Ohio during the television broadcast of the LPGA/Dana Open; and,

WHEREAS, the following organizations have already committed to contributing to the cost of running the commercials: Destination Toledo and the City of Toledo have each agreed to contribute \$30,000; Toledo Community Foundation - \$15,000; MetroParks - \$10,000; Toledo Chamber of Commerce, the Toledo-Lucas County Port Authority, Regional Growth Partnership, and ConneCToledo are contributing \$5,000 each; and,

WHEREAS, at the June 20, 2023 meeting of Sylvania City Council, the Executive Director of the LPGA Dana Open’s contribution request was discussed and thereafter the Director of Law was ordered to prepare legislation authorizing the contribution of \$7,500 towards the cost of running commercials and appropriating funds therefore.

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

SECTION 1. Sylvania City Council hereby consents and authorizes a donation towards the cost of running commercials during the television broadcast of the LPGA/Dana Open in the amount of \$7,500.00.

SECTION 2. That to provide funds for said donation hereby authorized, there is hereby appropriated from the **GENERAL FUND** from funds therein not heretofore appropriated to **Account No. 110-7320-51294 – SPECIAL PROJECTS** the amount of Seven Thousand Five Hundred Dollars (\$7,500.00).

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

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

SECTION 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the donation should be made so that the City's contribution should be made to the LPGA/Dana Open 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
APPROVED:

Director of Law

Mayor

Date

ORDINANCE NO. 64-2023

13

TO ASSESS A SPECIAL TAX UPON THE LOTS AND LANDS DESCRIBED IN THE SCHEDULE REFERRED TO HEREIN TO PAY A PART OF THE COST AND EXPENSE OF PROVIDING FOR THE CONSTRUCTION, MAINTENANCE, REPAIR, CLEANING AND ENCLOSING OPEN DRAINAGE DITCHES WITHIN THE CORPORATE LIMITS OF THE CITY OF SYLVANIA FOR THE YEAR ENDING DECEMBER 31, 2023; AND DECLARING AN EMERGENCY.

WHEREAS, the Council of the City of Sylvania has heretofore, by Ordinance, established one (1) district for the purpose of constructing, maintaining, repairing, cleaning and enclosing open drainage ditches located within the corporate limits of the City of Sylvania during the year 2018, and provided that part of the cost and expense connected with said work in said district in the total amount of Three Hundred Sixteen Thousand, Two Hundred Eight-Four and 00/100 (\$316,284.00) shall be levied and assessed bases on:

- a) Small Residential (less than 9,900 square feet) =\$15.00 per year;
- b) Large Lot Residential (greater than 9,900 square feet) =\$30.00 per year;
- c) Non-Single Family Residential = \$30.00 per year per 5,000 square feet or impervious area; as set forth in said Ordinance; and,

WHEREAS, the Finance Department has given notice of the passage of the Ordinance creating the Ditch District for 2023 and of the estimated assessments on file in the Office of Finance; and,

WHEREAS, Council has considered and adjusted all objections to estimated assessments that were properly and timely filed.

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

SECTION 1. That, to pay a part of the cost and expense of the construction, maintenance, repair, cleaning and enclosing open drainage ditches located within the corporate limits of the City of Sylvania as described in the schedule as reported by the Finance Department for the year ending December 31, 2023, there be, and hereby is assessed, in one (1) installment for 2023, upon the lots and lands bounding and abutting upon the streets and public right-of-way in said district, the several sums shown in the list of assessments, as adjusted if adjusted, and set opposite the description of the respective lots and lands and do hereby determine and declare that said lots and lands are specially benefitted in the amounts so assessed against the same, which

amounts and assessments are hereby confirmed and approved.

SECTION 2. That the owners of said several lots and parcels of land shall pay the said sum so assessed as above against their said lots and lands, respectively, in one (1) installment, to the Treasurer of Lucas County, Ohio, at the same time and in the same manner as other taxes are paid, or be subject to the penalty and interest to be paid thereon as provided by law.

SECTION 3. That the Finance Department is, directed to certify said assessments in one (1) installment within twenty (20) days of the passage hereof, to the Auditor of Lucas County, Ohio, to be, by her, placed upon the grand tax duplicate of said County for the year 2023 against said lots and lands, respectively, to be collected at the same time and in the same manner as other taxes are collected.

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 Finance Department is hereby directed to post a copy of this Ordinance in the Office of Finance 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 provision for the construction, maintenance and repair of ditches should be made forthwith and therefore this Ordinance should be effective immediately. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2023, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

ORDINANCE NO. 65-2023

14

TO ASSESS A SPECIAL TAX UPON THE LOTS AND LANDS DESCRIBED IN THE SCHEDULE REFERRED TO HEREIN TO PAY A PART OF THE COST AND EXPENSE OF PROVIDING FOR THE REMOVAL AND SPECIAL TREATMENT OF SHADE TREES FOR THE PURPOSE OF CONTROLLING BLIGHT AND DISEASE OF SAME; AND FOR PLANTING, MAINTAINING, TRIMMING AND REMOVING SHADE TREES IN AND ALONG THE STREETS AND WITHIN PUBLIC RIGHT-OF-WAY OF THE CITY FOR THE YEAR ENDING DECEMBER 31, 2023; AND DECLARING AN EMERGENCY.

WHEREAS, the Council of the City of Sylvania has heretofore, by Ordinance, established one (1) district for the purpose of removing or specially treating therein shade trees for the purpose of controlling the blight and disease of same for the planting, maintaining, trimming and removing shade trees in and along the streets and within public right-of-way of the City of Sylvania during the year 2023, and provided that part of the cost and expense connected with said work in said district in the total amount of Two Hundred Forty-Nine Thousand, Seven Hundred Thirty-Eight and 00/100 (\$249,738.00) shall be levied and assessed in the sum of thirty-five cents (35¢) per front foot upon all lots and lands bounding and abutting upon the streets and public right-of-way in said district as set forth in said Ordinance; and,

WHEREAS, the Finance Department has given notice of the passage of the Ordinance creating the Tree District for 2023, and of the estimated assessments on file in the Office of Finance; and,

WHEREAS, Council has considered and adjusted all objections to estimated assessments that were properly and timely filed.

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

SECTION 1. That, to pay the cost and expense of the removal or special treatment of certain shade trees for the purpose of controlling the blight and disease and for planting, maintaining, trimming and removing of other shade trees in and along the streets and within public right-of-way of the City of Sylvania described in the schedule as reported by the Finance Department for the year ending December 31, 2023, there be, and hereby is assessed, in one (1) installment for 2021, upon the lots and lands bounding and abutting upon the streets and public right-of-way in said district, the several sums shown in the list of assessments, as adjusted if adjusted, and set opposite the description of the respective lots and lands and do hereby determine and declare that said lots and lands are specially benefitted in the amounts so assessed against the same, which amounts and assessments are hereby confirmed and approved.

SECTION 2. That the owners of said several lots and parcels of land shall pay the said sum so assessed as above against their said lots and lands, respectively, in one (1) installment, to the Treasurer of Lucas County, Ohio, at the same time and in the same manner as other taxes are paid, or be subject to the penalty and interest to be paid thereon as provided by law.

SECTION 3. That the Finance Department is directed to certify said assessments in one (1) installment within twenty (20) days of the passage hereof, to the Auditor of Lucas County, Ohio, to be, by him, placed upon the grand tax duplicate of said County for the year 2023 against said lots and lands, respectively, to be collected at the same time and in the same manner as other taxes are collected.

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 Finance Department is hereby directed to post a copy of this Ordinance in the Office of Finance 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 assessments need to be certified immediately so as to meet the deadline for certifying the same to the Auditor 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 an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

ORDINANCE NO. 66-2023

**ORDINANCE APPROVING THE ASSESSMENTS HERETOFORE
AUTHORIZED BY RESOLUTION NO. 5-2023 FOR STREET
LIGHTING; LEVYING SAID ASSESSMENTS; AND DECLARING
AN EMERGENCY.**

WHEREAS, this Council by Resolution No. 5-2023, passed June 5, 2023, declared the necessity for lighting the municipal streets, determined the basis for levying annual assessments on lots and lands in this City for such purpose, and authorized such assessments in the amount as estimated by the Finance Department, pursuant to said Resolution; and,

WHEREAS, the Finance Department pursuant to said Resolution and Revised Code Section 727.14, gave notice of the passage of said Resolution and the filing of such estimated assessments; and,

WHEREAS, no objections were filed pursuant to Revised Code Section 727.15 or such objections as were filed have been considered by Council, and such assessments, as adjusted if adjusted, should be approved, levied and certified to the Auditor of Lucas County, Ohio.

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

SECTION 1. That the assessments for the street lighting authorized by said Resolution in the aggregate amount of Three Hundred Seventy-Eight Thousand, Six Hundred Thirty-Four and 00/100 (\$378,634.00) and the assessments, as adjusted if adjusted, are hereby approved and such assessments in the amount so approved are hereby levied on the several parcels and lots of land in said City on the basis as set forth in said Resolution and the Finance Department is hereby directed to certify said assessments to the Auditor of Lucas County, Ohio, within the time provided therefore by the Revised Code of Ohio Section 5705.34.

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 Finance Department is hereby directed to post a copy of this Ordinance in the Office of Finance 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 immediate provision must be made for lighting the City streets. 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



16.

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

Date: 07/17/2023

Re: Obsolete Equipment

Council Members,

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

Water Dept #16	2011 Ford F150 VIN# 1FTMF1CMGBKD79906
SPD #16	2013 Ford Police Interceptor SUV VIN# 1FM5K8AR9DGC20824
SPD #27	2014 Ford Police Interceptor SUV VIN# 1FM5K8AR9EGB54633

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

Please call if you have any questions. Thank you.

A.



**Division of Taxation
Management Report**

Second Quarter 2023

Key Statistics:	2023	2022
Number of tax returns processed	7509	6986
Number of e-filed returns	538	536
Gross Receipts (year to date)	\$7420030.24	\$7489968.39
Number of withholding payments processed	4324	3989
Number of online payments	276	239
Number of refunds processed	208	226
Delinquent totals	\$1062491.36	\$976250.42
Amount of money collected by attorney or due to collection	\$15406.23	\$9258.50
Number of accounts turned over for collection	0	0

Items of Special Interest:

The second quarter is always a very busy time for our office. The second quarter begins in April with assisting taxpayers with filing before the April deadline. Once the due date for tax returns passes, we have the duty of processing all tax return payments and opening all mail, followed by auditing the returns that were received. There is very little time for projects or special programs in the second quarter.

As always, we continue to look for ways to improve our productivity and increase revenues.

Respectfully submitted,

A handwritten signature in black ink that reads "Christy M. Ordorica".

Christy M. Ordorica
Commissioner of Taxation



SYLVANIA POLICE DIVISION 2nd QUARTER 2023

Operational Statistics

	<u>2023</u>	<u>2022</u>
Crime Reports	270	278
Criminal Arrests - Juvenile/Adult	2/63	3/51
Traffic Citations	161	165
Warnings	974	617
Parking Tickets	3	2
OVI	9	6
Traffic Crashes	79	58
Traffic Crash injuries/fatalities	27/0	26/0
Calls for Police Service	3254	2804
Hours Spent Handling Police Calls	1631:45	1404:37
Emergency Response Time – Priority 1	2:23	2:38
Overtime Hours - Police	1395	1170
Overtime Hours - Records	43	16
Training Hours	504	

Administrative Update

During the 2nd quarter of 2023, Officer Cytlak was released from the FTO program and is currently on probation for the next 2000 working hours. We also had a retirement of Sergeant Stacey Pack who has been with the Sylvania Police Division since 1997. She was last assigned as our Community Affairs Sergeant. Sgt. Justin Bell has taken over that position.

Backgrounds were completed on the candidates for the officer position. Three candidates were given conditional offers of employment pending further testing. Those candidates are

expected to start in the 3rd quarter. We still have one more expected retirement in the 3rd quarter of this year.

Two 2023 cruisers that were ordered have arrived, however, we are still waiting on other parts for the upfit of the cruisers. Expected delivery will be in the 3rd quarter.

Due to the amount of road construction during this quarter, road patrol was faced with many challenges. We worked closely with Sylvania Schools to assist with traffic at NVHS at the start and end of the day. We incurred 236 hours of overtime to complete this, however, we were successful in making the arrival and dismissal as efficient as possible and did not have one crash related to the traffic around NVHS. Officers have also been increasing selective enforcement for traffic in the areas around the construction zones.

Community Affairs

Introduction

Officer Barnswell completed the elementary D.A.R.E. curriculum at Highland Elementary and Toledo Islamic Academy. Officer Barnswell held D.A.R.E. graduations at Toledo Islamic Academy and at Highland Elementary. Officer Barnswell provided kindergarten bike safety and 3rd grade seatbelt safety talks to Sylvania Schools, St. Joseph School, and Toledo Islamic Academy, Sergeant Bell, Officer Russell and Officer Stewart assisted with these classes as well.

Officer Clay and Officer Andrzejewski finished the second half of the 2022-2023 school year at Northview High School and Southview High School without any major issues. The City of Sylvania Police Division, the Sylvania Township Police Division, and the Sylvania School District continue to utilize a cooperative effort to maintain school safety in the district.

The Community Affairs staff coordinated and conducted the Safety City Program at Central Trail Elementary School. The program was a success and continues to receive positive responses from parents and children involved in the program.

The Sylvania Public Safety Cadets continues to be an excellent resource for our community. The program provides the opportunity for our youth to learn about law enforcement as they develop lifelong skills that will serve them well as they become adults.

Youth Programs / D.A.R.E. Events

- Officer Andrzejewski gave several presentations at Southview High School about prom safety and college campus safety.
- Officer Andrzejewski and Officer Clay worked the high school prom / after prom at their respective assigned high schools. Officer Clay assisted Officer Andrzejewski with Southview's prom at the Toledo Zoo and Officer Russell assisted Officer Clay with Northview's prom at The Glass City Center.
- Officer Barnswell completed the elementary D.A.R.E. program at Highland and Toledo Islamic Academy.
- Officer Barnswell, Sgt. Bell, Officer Russell, and Officer Stewart presented the

Kindergarten Bicycle Helmet Safety Program and 3rd Grade Seatbelt Safety classes to Sylvania Schools, St. Joseph School, and Toledo Islamic Academy.

- Officer Barnswell attended the monthly Sylvania Prevention Alliance meetings.
- Officer Russell assisted Officer Deutschman with Public Safety Cadet meetings and officially became the Public Safety Cadet Advisor for the city.
- Community Affairs staff hosted the Safety City Program at Central Trail Elementary on June 5th – 9th.

Community Involvement

- Sgt. Bell and Officer Barnswell attended several community events and meetings. Captain Haase attended some as well while Sgt. Bell was at PELC training
- Chief Miller and Sgt. Pack worked the DEA National Prescription Drug Take Back Day event at Kroger Timberstone.
- Retired Officer Beadle hosted the annual IPMBA training at SPD.

School Resource Officer Programs

Northview High School - Officer Clay	
Presentations	1
Meetings	10
General Offense Reports/Accident Reports	3
Citations / Warnings	0
School Related Complaints/Interviews	13
Parking Lot Assists	1
Court Appearances	0
Security Issues	8
Misc.	15
Southview High School – Officer Andrzejewski	
Presentations	6
Meetings	10
General Offense Reports/Accident Reports	6
Citations / Warnings	0
School Related Complaints/Interviews	10
Parking Lot Assists	2
Court Appearances	0
Security Issues	9
Misc.	10

Public Safety Cadets

- Public Safety Cadets have trained in the following topics this quarter:

- Officer/Cadet wellness
 - Teambuilding
 - Radio communications
 - Traffic control
 - Traffic stops
- Public Safety Cadets participated with the following events this quarter:
 - Sylvania Business Expo
 - Heart of Ohio Competition
 - Pacesetter Soccer Invitational

Volunteer Program -2nd Quarter Report

A. Summary

Hour Summary	
Total Patrol Volunteer hours for April 2023 – June 2023	9.5
Total Event Volunteer hours for April 2023 – June 2023	57
Total	66.5

Volunteer Patrol Log	
Lockouts	0
House Checks	7
Road Patrol/Traffic Assists	0
Citizen/Motorist Assists	0
Special Assignments:	
A. Events: <ul style="list-style-type: none"> ● Sylvania Career Expo ● DEA National Prescription Drug Take Back Day ● Glass City Marathon ● Memorial Day Parade 	

Detective Bureau
April – June 2023

Active Case Load by Investigator			
Detective	Assigned	Cleared	Total Active
Sgt. Music	10	12	4
Det. Collins	11	9	14
Det. Gallup	0	0	0
Det. Papenfuss	10	11	10
Monthly Totals	31	32	28

Mobile Device Extractions Completed	7
Storage Device Extractions Completed	34
Computers/Hard Drive Extractions	12

Respectfully submitted,

Danilynn M. Miller
Chief of Police

City of Sylvania Management Report
For The Division of Streets
Second Quarter - 2023

Road Repairs & Maintenance:

	<u>2023</u>	<u>2022</u>
Remove & Replace Existing Concrete As Needed	9 cubic yards	37.5 cubic yards
Set /Remove concrete forms and backfill	208 hrs.	424 hrs.
Low Strength Mortar Backfill for catch basins	18 cubic yards	0
Asphalt Placed for Repairs	22 tons.	86 tons.
Street Sweeping Hours	340 hrs.	196 hrs.
Street Sweeping Tonnage Hauled	69 tons	67.5 tons
Catch Basin Repair Hours	824	192
Number of basins repaired	4	102
Number of basins rebuilt	19	4
Crack-Fill Roadways Hours	0 hrs.	24 hrs.
Curb and Sidewalks Repairs	64 hrs.	424 hrs.
Cold Patch Hours	128 hrs.	154 hrs.
Cold Patch Used in Tons	5 tons.	6 tons.
Replace ADA mats	32 hrs.	0 hrs.
Bridge Repair	128 hrs.	0 hrs.

Burnham Park Project:

Demolition of old structure	64 hrs.
Excavate, Set/Pull forms, and Place Concrete	556 hrs.
Aggregate Base	79 tons.
Concrete for shade structures and sidewalks	48 cubic yards

Miscellaneous:

Dead Animals Removed From Right - of - Way	23	51
Snow Plow Damage Repair (Mail Box & Yard Repair)	20 hrs.	0 hrs.
Equipment Maintenance (sweepers, paver, tack machine, rollers)	384 hrs	392 hrs
Clean Up Oil Spills In The Roadways	0 hrs	0 hrs
Install and Repair Pavement Markings		
Paint Hours	0 hrs	0 hrs
Thermoplastic Hours	0 hrs.	208 hrs.
Maintenance on Brine Systems	16 hrs.	0 hrs.
Cleaning and Inspecting Catch Basins	16 hrs.	72 hrs.
Road Grading Hours	64 hrs.	404 hrs.
Shop Maintenance (clean, paint, repair.)	164 hrs.	180 hrs.
Prepare Area for Micro surface (Paving and Patch Work)	0 hrs	0 hrs
Bike rack and Parklets on Main St	8 hrs.	16 hrs.
Street Lights and Traffic Signals	44 hrs.	10 hrs.
Blue/Gold Star Plaques	32 hrs.	0 hrs.

Traffic Signs Repaired and / or Replaced:

Sign Maintenance Hours	128 hrs.	338 hrs.
Regulatory Signs	9	21
Warning Signs	3	5
Street Name & Informative Signs	9	13

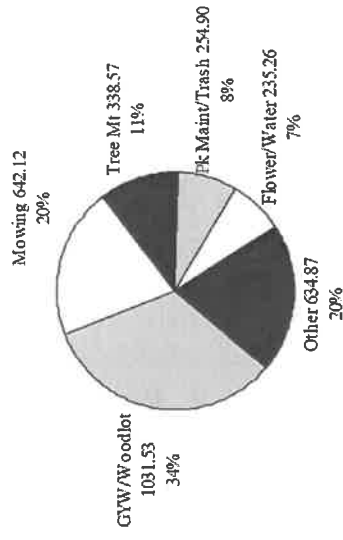
Special Event Set Up:

Glass City Marathon
Paper Shred Day at City Hall
St. Joseph Church Festival
St. Joe's Positive Direction Run
Safety City
Block Parties
Memorial Day Parade
Maple and Main Art Fair

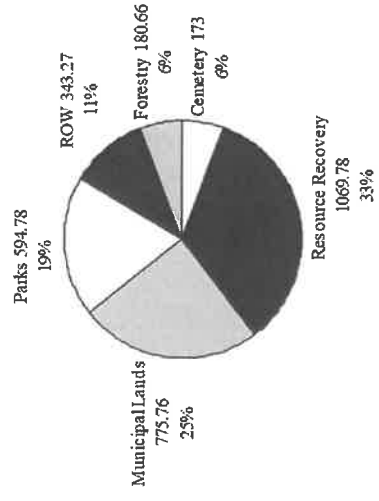
Michael Elliott
Foreman of Streets
7/12/2023

Parks & Forestry Quarterly Report : April - June, 2023

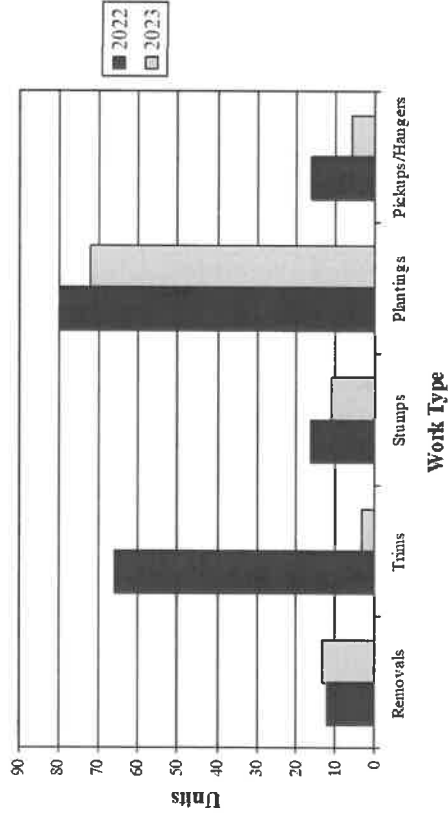
Man-Hours by Work Type



Man-Hours by Account



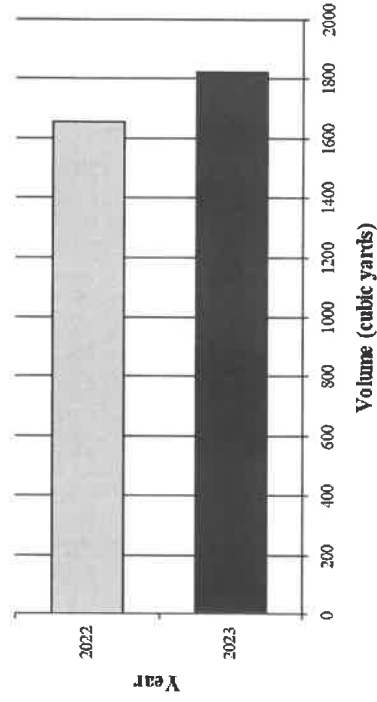
2022-2023 Work Comparison



Parks & Forestry Quarterly Report : April - June, 2023

Green Yard Waste

2022-2023 Cu Yds. of Compost Sold



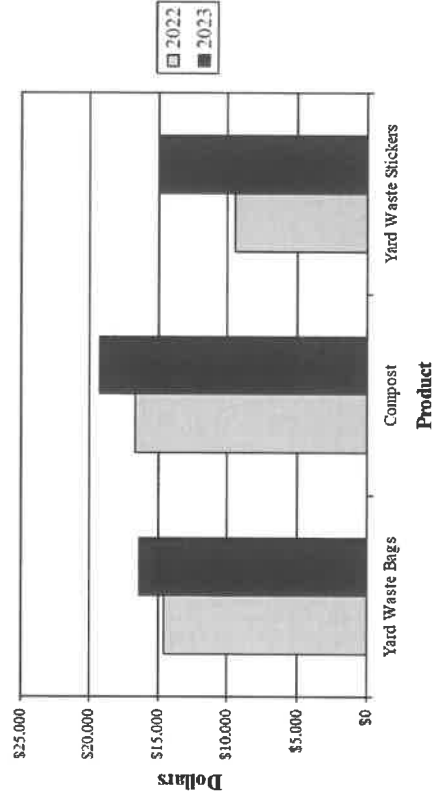
Volume Collected (cubic yards)

* Route A 272.0~

* Route B 223.0~

~ Processed Volume

2022 - 2023 Revenue Comparison



City of Sylvania
2022 Quarterly Reports
Zoning Operation

Zoning Office Key Statistics	2023 2nd Qtr	2022 2nd Qtr
Residential Renovations, Additions & Accessory	11	20
New Dwelling (Residential)	9	0
Estimated Valuation		
New Commercial Construction	2	0
Commercial Additionas & Renovations	7	5
Demolition Permits Issued	1	1
Swimming Pool Permits Issued	6	5
Sidewalk Permits Issued (31 - City, 16 Private)	66	53
Fence	22	31
Food Truck Permits	35	22

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

Architectural Board of Review		
Sign Review	9	10
Architectural review - Commercial Construction	4	3

Zoning Complaints		
On Site Inspections	52	40
Open Zoning Complaints	30	15
Closed Zoning Complaints	22	25
Letters & Warnings Sent	22	20



DIVISION OF UTILITIES
 DAVID W. FRANCE, UTILITY MANAGER

2nd Quarter 2023

Utilities	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Y-T-D	Prior Year
Number of Payments Received	21,029	20,109				82,149
Total Collection Water	\$864,307.92	\$971,943.03			\$1,836,250.95	\$4,573,354.10
Total Collection Sewer	\$754,136.89	\$845,314.59			\$754,136.89	\$3,149,637.60
Total Collection Refuse	\$170,916.13	\$193,049.15			\$363,965.28	\$661,284.40
Total Collection On/Off	\$0.00	\$0.00			\$0.00	\$100.00
Total Collection Fire	\$831.08	\$957.42			\$1,788.50	\$3,481.66
Total Collection Misc	\$4,078.88	\$3,417.08			\$7,495.96	\$13,009.95
Total Collection Water Tap Pay Plan	\$1,616.46	\$1,616.46			\$3,232.92	\$6,466.02
Total Collection Sewer Tap Pay Plan	\$0.00	\$0.00			\$0.00	\$0.00
Total Collection Tree Removal	\$0.00	\$0.00			\$0.00	\$0.00
Utility/Zoning Permit Sales						
Water Tap Permits	\$26,495.00	\$3,600.00			\$30,095.00	\$38,930.24
Water Cost Recovery	\$0.00	\$0.00			\$0.00	\$4,000.00
Sanitary Tap Permits	\$8,010.00	\$1,750.00			\$9,760.00	\$25,507.63
Sanitary Connection Fees	\$24,867.46	\$43,740.00			\$68,607.46	\$11,000.00
Sanitary Cost Recovery	\$0.00	\$0.00			\$0.00	\$0.00
Sanitary Project Reimbursement	\$0.00	\$0.00			\$0.00	\$0.00
Storm Tap Permits	\$1,000.00	\$250.00			\$1,250.00	\$10,525.48
Second Meter Permits	\$1,080.00	\$360.00			\$1,440.00	\$2,880.00
Hydrant Permits	\$0.00	\$1,200.00			\$1,200.00	\$1,100.00
Zoning Permits	\$4,526.50	\$9,776.05			\$14,302.55	\$20,431.31
Service Dept Sales						
Sewer and Sidewalk Licenses	\$795.00	\$700.00			\$1,495.00	\$3,205.00
Plans/Bid Documents	\$695.00	\$1,285.00			\$1,980.00	\$2,035.00
Refuse/Green Yard Waste						
Refuse Extra Bag Tags	\$303.75	\$446.75			\$750.50	\$1,728.25
Refuse Bulk Item Sticker	\$1,448.29	\$1,248.75			\$2,697.04	\$4,756.30
Green Yard Waster Stickers/Bags	\$13,330.24	\$16,096.39			\$29,426.63	\$32,548.07
Misc.						
Misc.	\$155.00	\$80.00			\$235.00	\$340.00
Total Collection	\$1,878,593.60	\$2,096,830.67	\$0.00	\$0.00	\$3,130,109.68	\$8,566,321.01

	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Y-T-D	Prior Year
Number of Water Accounts	7,344	7,353				
Number of Sewer Accounts	8,635	8,644				
Number of Water Tap Permits	17	3			20	22
Number of Sanitary Tap Permits	20	8			28	46
Number of Storm Tap Permits	3	1			4	17
Number of Second Meter Permits	3	1			4	6

	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Y-T-D	Prior year
Total Water Purchased (Gallons)	112,087,800	148,216,200			260,304,000	568,424,620
Average Daily Water Purchased	1,245,420	1,646,847			1,446,133	1,557,328
Total Sewer Flow (Gallons)	452,700,000 (unavailable)				452,700,000	1,176,140,000
Average Daily Sewer Flow	5,030,000 (unavailable)				5,030,000	4,032,082
Estimated Population Served-Water	21,400					
Estimated Population Served-Sewer	25,300					

	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Y-T-D	Prior Year
Items Sold						
Extra Bags	179	230			409	757
Bulk Item	118	107			225	422
Green Yard Waste Stickers	566	538			1104	1163
Green Yard Bags	57	301			358	667
MTU's Replaced	365	195			560	489

Activities To Be Performed

- Continued Replacement of Meter Transmitters
- Prepping for large meter testing/replacement

Progress This Period

- Systematic Cleaning of sewer collection system
- Maintenance and repairs of water distribution system
- Continued installation of Meter Transmitter Units



David W. France
Utility Manager