

Sylvania City Council

February 20, 2024

6:30 p.m. Committee of the Whole Meeting

City of Sylvania Schedule of Rates & Fees

7:30 p.m. Council Meeting

Agenda

1. Roll call: Mr. Frye, Mr. Hansen, Mr. Haynam, Mr. McCann, Mr. Richardson, Ms. Stough, Mrs. Westphal.
2. Pledge of Allegiance to the United States of America led by Mr. Richardson.
3. Additions to the agenda.
4. Approval of the Council meeting minutes from February 5, 2024.
5. Main Street Reconstruction Project.
 - a. Service Director's report on project award.
 - b. Proposed Ordinance No. 14-2024, Accepting the proposal of American Structurepoint, Inc. to provide construction management services for this project.
6. Elden Ditch Watershed Improvements (Phase 2).
 - a. Service Director's letter on project award.
 - b. Proposed Ordinance No. 15-2024, Accepting the proposal of Fishbeck to provide professional engineering and surveying services for Phase 2 of this project.
7. Elden Ditch Watershed Improvements (Phase 3).
 - a. Service Director's letter on project award.
 - b. Proposed Ordinance No. 16-2024, Accepting the proposal of Fishbeck to provide professional engineering and surveying services for Phase 3 of this project.
8. Monroe St. & Silica Dr. Upgrade and Silica Dr. Bridge Replacement.
 - a. Service Director's letter requesting Change Order No. 3.
 - b. Proposed Ordinance No. 17-2024, Authorizing the Mayor and Director of Finance to approve Change Order No. 3 to this City's agreement with Mosser Construction for this project.
9. Angola, Frankfort, McCord, Silica & Summit Resurfacing Project.
 - a. Service Director's letter requesting to participate in a Joint Cooperation Agreement.
 - b. Proposed Ordinance No. 18-2024, Authorizing the Mayor and Director of Finance to enter into a Joint Cooperation Agreement on behalf of the City of Sylvania with the Board of Lucas County Commissioners, relative to this project.

10. Water Department Vehicle Purchase.
 - a. Service Director's letter requesting purchase approval.
 - b. Proposed Ordinance No. 19-2024, Authorizing the Mayor and Director of Finance to accept the proposal of Grogan's Towne Chrysler for the purchase of one new 2024 Dodge Durango for the Department of Public Service, Water Division.
11. Sewer Department Vehicle Purchase.
 - a. Service Director's letter requesting purchase approval.
 - b. Proposed Ordinance No. 20-2024, Authorizing the Mayor and Director of Finance to accept the proposal of Dave White Chevrolet for the purchase of one new 2024 Chevrolet Silverado 2500HD Pickup Truck for the Department of Public Service, Sewer Division.
12. Bentbrook Rd., Burgess Rd., & Lynnhaven Dr. Resurfacing Project.
 - a. Service Director's letter requesting authorization to advertise for bids on this project.
13. Proposed Ordinance No. 21-2024, Authorizing the Mayor and Director of Finance to enter into an agreement, on behalf of the City of Sylvania, Ohio, with the Board of Lucas County Commissioners, for the provision of Public Defender Services to the Sylvania Municipal Court for the year 2024.
14. Committee reports.
 - a. Committee of the Whole meeting held this date.
15. Committee referrals.

INFORMATION

- A. Board of Architectural Review meeting minutes from February 14, 2024.
- B. Municipal Planning Commission meeting minutes from February 14, 2024.

Minutes of the Meeting of Council
February 5, 2024

4

The Council of the City of Sylvania, Ohio met in regular session on February 5, 2024 at 7:30 p.m. with Mayor Stough in the chair. Roll was called with the following members present: Mark Frye, Marcus Hansen, Doug Haynam, Brian McCann, Patrick Richardson, Mary Westphal, Lyndsey Stough; (7) present; (0) absent.

Roll call:
7 present.

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

Pledge of
Allegiance.

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

Additions to the agenda:

Item #5a. Proposed Ordinance No. 96-2023.

Item #5b. Proposed Ordinance No. 13-2024 for SUP-2-2023.

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

Agenda approval.

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

Mr. Frye presented the January 16, 2024 regular meeting minutes. Mr. Frye moved, Mr. Haynam seconded, that since the Mayor, members of Council, and others had been furnished copies of these minutes prior to this meeting, Council dispense with the reading of these minutes at this time, and the journal of the minutes of the regular meeting of January 16, 2024 be approved; roll call vote being: Frye, Haynam, Hansen, McCann, Richardson, Westphal, Stough; (7) yeas; (0) nays. The motion carried.

Approval of the
January 16, 2024
Meeting minutes.

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

Mr. Frye gave a report on the 7:00 p.m. Public Hearing held this date. One person attended this public hearing on proposed Ordinance 96-2023, Amending Part Eleven – Planning & Zoning Code of the Sylvania Codified Ordinances, 1979, as amended by amending Section 1101.01-Definitions and by amending Section 1153.02-Special Uses. No opposition to this amendment occurred. Mr. Haynam moved, Mr. Richardson seconded to ask the administration to prepare legislation (Mr. Frye noted that legislation has been prepared); roll call vote being: Haynam, Frye, Hansen, McCann, Richardson, Westphal, Stough; (7) yeas; (0) nays. The motion carried.

Report on
7:00pm Public
Hearing held this
date.

Mr. Frye gave a report on the 7:05 p.m. Public Hearing held this date. Two residents attended this public hearing on SUP-2-2023, Special Use to permit the operation of a wholesale bakery at 4815, 4821, 4827 Holland-Sylvania Road. No opposition to this special use permit application occurred. Ms. Stough moved, Mr. McCann seconded to have the administration present legislation at the Council meeting for consideration; roll call vote being: Stough, Westphal, Richardson, McCann, Frye, Haynam, Hansen; (7) yeas; (0) nays. The motion carried.

Report on
7:05pm Public
Hearing held this
date.

Minutes of the Meeting of Council
February 5, 2024

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

Mr. Haynam presented and read aloud by title only, proposed Ordinance No. 96-2023, a written copy of same having been previously furnished to each member of Council, "Amending Part Eleven – Planning and Zoning Code of the Sylvania Codified Ordinances, 1979, as amended by amending Section 1101.01-Definitions and by amending Section 1153.02-Special Uses; and declaring an emergency."; Mr. Haynam moved, Ms. Stough seconded for passage of Ordinance No. 96-2023 as an emergency measure; roll call vote being: Hansen, Haynam, Frye, McCann, Richardson, Westphal, Stough; (7) yeas; (0) nays. The motion carried.

Ordinance No.
96-2023, "...
Amending Part
Eleven-Planning
& Zoning Code
..."

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

Mr. Haynam presented and read aloud by title only, proposed Ordinance No. 13-2024, a written copy of same having been previously furnished to each member of Council, "Granting a Special Use Permit to allow the operation of a wholesale bakery at 4815, 4821, & 4827 Holland-Sylvania Road, Sylvania, Ohio, on the application of Timothy S. Burns, Zoning Administrator for the City of Sylvania, on the recommendation of the Municipal Planning Commission; and declaring an emergency."; Mr. Haynam moved, Mr. McCann seconded for passage of Ordinance No. 13-2024 as an emergency measure; roll call vote being: Frye, Hansen, McCann, Haynam, Richardson, Westphal, Stough; (7) yeas; (0) nays. The motion carried.

Ordinance No.
13-2024, "...
Special Use
Permit to allow
...wholesale
bakery..."

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. 6-2024, a written copy of same having been previously furnished to each member of Council "Accepting the proposal of Tetra Tech to provide professional engineering services for Erie Street and Monroe Street Roundabout and Resurfacing Project; appropriating funds therefore in the amount of \$474,500; and declaring an emergency."; Mr. Richardson moved, Mr. McCann seconded for passage of Ordinance No. 6-2024 as an emergency measure; roll call vote being: Westphal, Hansen, Haynam, McCann, Richardson, Frye, Stough; (7) yeas; (0) nays. The motion carried.

Ordinance No.
6-2024, "...
Tetra Tech...Erie
& Monroe Round
about & Resurf-
acing Project..."

Minutes of the Meeting of Council
February 5, 2024

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

Safety Director's letter requesting vehicle purchase approval was placed on file. Mr. Frye presented and read aloud by title only, proposed Ordinance No. 7-2024, a written copy of same having been previously furnished to each member of Council "Authorizing the Mayor and Director of Finance to accept the proposal of Dave White Chevrolet for the purchase of one used 2021 Chevrolet Colorado Pick-up Truck for the Police Division; appropriating funds therefore in the amount of \$32,086; and declaring an emergency."; Mr. Frye moved, Ms. Stough seconded for passage of Ordinance No. 7-2024 as an emergency measure; roll call vote being: Hansen, Haynam, McCann, Westphal, Richardson, Frye, Stough; (7) yeas; (0) nays. The motion carried.

Ordinance No. 7-2024, "...Dave White Chevrolet ...Pickup Truck for Police Division..."

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

Mr. Haynam presented and read aloud by title only, proposed Ordinance No. 8-2024, a written copy of same having been previously furnished to each member of Council "Levying a Special Assessment for the abatement of a public nuisance located at 5647 Dellbrook Drive in the City of Sylvania, Ohio, in the amount of \$11,025.00; and declaring an emergency."; Mr. Haynam moved, Mrs. Westphal seconded for passage of Ordinance No. 8-2024 as an emergency measure; roll call vote being: Frye, Westphal, Hansen, Haynam, McCann, Richardson, Stough; (7) yeas; (0) nays. The motion carried.

Ordinance No. 8-2024, "...Nuisance Abatement at 5647 Dellbrook Drive..."

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

Service Director's report on contract award was placed on file. Mr. Richardson presented and read aloud by title only, proposed Ordinance No. 9-2024, a written copy of same having been previously furnished to each member of Council "Accepting the bid of Salenbien Trucking and Excavating, Inc. and awarding the contract for the Oakland Court Improvement Project to same; authorizing the expenditure for the improvements in the amount of \$417,305.75; appropriating funds therefore; and declaring an emergency."; Mr. Richardson moved, Mr. McCann seconded for passage of Ordinance No. 9-2024 as an emergency measure; roll call vote being: Hansen, Haynam, McCann, Westphal, Richardson, Frye, Stough; (7) yeas; (0) nays. The motion carried.

Ordinance No. 9-2024, "...Salenbien... Oakland Court Improvement Project..."

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

Service Director's report on contract award was placed on file. Mr. Richardson presented and read aloud by title only, proposed Ordinance No. 10-2024, a written copy of same having been previously furnished to each member of Council "Accepting the

Ordinance No. 10-2024, "...Geddis Paving

Minutes of the Meeting of Council
February 5, 2024

bid of Geddis Paving and Excavating, Inc. and awarding the contract for the Main Street Reconstruction Project to same; authorizing the expenditure for the improvements in the amount of \$1,057,497.40; appropriating funds therefore; and declaring an emergency.”; Mr. Richardson moved, Mr. McCann seconded for passage of Ordinance No. 10-2024 as an emergency measure; roll call vote being: Haynam, Hansen, McCann, Westphal, Richardson, Frye, Stough; (7) yeas; (0) nays. The motion carried.

...Main Street
Reconstruction
Project...”

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

Memo from Bill Sanford describing the designation process was placed on file. Mr. Hansen presented and read aloud by title only, proposed Ordinance No. 11-2024, a written copy of same having been previously furnished to each member of Council “Authorizing the Mayor and Director of Finance to accept the proposal of the International Board of Credentialing and Continuing Education Standards to provide training to City employees in order to designate the City of Sylvania a Certified Autism Center; appropriating funds therefore in the amount of \$5,190; and declaring an emergency.”; Mr. Hansen moved, Mr. Frye seconded for passage of Ordinance No. 11-2024 as an emergency measure; roll call vote being: Hansen, McCann, Westphal, Richardson, Haynam, Frye, Stough; (7) yeas; (0) nays. The motion carried.

Ordinance No.
11-2024, “...
Certified Autism
Center...”

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

Mr. Frye presented and read aloud by title only, proposed Ordinance No. 12-2024, a written copy of same having been previously furnished to each member of Council “Authorizing the Mayor and Director of Finance to enter into an agreement on behalf of the City of Sylvania between the City of Sylvania and the Board of Lucas County Commissioners for the Suburban Court Services Program; agreeing to participate in funding a portion of the local share for Suburban Courts’ Services; appropriating \$25,000 therefore; and declaring an emergency.”; Mr. Frye moved, Ms. Stough seconded for passage of Ordinance No. 12-2024 as an emergency measure; roll call vote being: Haynam, McCann, Westphal, Richardson, Frye, Stough, Hansen; (7) yeas; (0) nays. The motion carried.

Ordinance No.
12-2024, “...
Suburban Court
Services Program
...”

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

Service Director’s letter requesting authorization to advertise for bids was placed on file. Mr. Haynam moved, Mr. Richardson seconded for authorization to advertise for bids on the McCord Road Resurfacing Project (between Sylvania Avenue & Brint Road)); roll call vote being: Haynam, Westphal, Hansen, McCann, Richardson, Frye,

Request to
advertise for bids
on McCord Rd.
Resurfacing

Minutes of the Meeting of Council
February 5, 2024

Stough; (7) yeas; (0) nays. The motion carried.

Project

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

Mr. Frye moved, Mr. Hansen seconded to approve one City vehicle (2007 Chevy Tahoe) to be offered for auction on GovDeals.com; roll call vote being: Richardson, Stough, Frye, Haynam, Hansen, Westphal, McCann; (7) yeas; (0) nays. The motion carried.

Authorize
1 City Vehicle
to auction on
GovDeals.com.

Mayor Stough stated all agenda items have been addressed.

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

Adjournment.

Clerk of Council

Mayor



5a.

DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE DIRECTOR

February 20, 2024

To: The Mayor and Members of Sylvania City Council

Re: **LUC-CR 1572-8.28 (PID 111207) – CONSTRUCTION MANAGEMENT SERVICES
CONSULTANT LETTER OF INTEREST (LOI) AWARD**

Dear Mr. Mayor and Council Members:

At the January 16, 2022 meeting City Council authorized the Service Department to request Letters of Interest (LOI's) from consultants to provide construction management services for roadway improvements on Main Street (LUC-CR 1572-8.28, PID 111207).

During the solicitation we received one LOI from American Structurepoint, Inc. American Structurepoint was recently selected for the same scope of services on the Monroe Street and Harroun Road safety project (LUC-CR 4-9.77, PID 109598), the Monroe Street and Silica Drive improvements project (LUC-Monroe St. & Silica Dr. Upgrade, PID 107489), and the Silica Drive bridge replacement (LUC-Silica Drive Bridge Replacement, PID 111563). Subsequently, the Service Department entered into scope of services and fee negotiations with American Structurepoint. We have completed those negotiations and American Structurepoint, Inc. has prepared a proposal in the amount of \$136,936 to complete the scope of services.

This is a Local Public Agency (LPA) project with the Ohio Department of Transportation (ODOT). As such the Service Department has coordinated the scope of services and fee proposal with ODOT District 2 and both entities are ready to move forward.

This is an appropriated item in the 2024 budget, fund 401-7610-53695. We would recommend approval of the proposal in the amount of \$136,936 with American Structurepoint, Inc. Please call with any questions.

Sincerely,

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

5b.

ORDINANCE NO. 14-2024

ACCEPTING THE PROPOSAL OF AMERICAN STRUCTUREPOINT, INC. TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES FOR THE MAIN STREET RECONSTRUCTION PROJECT; APPROPRIATING FUNDS THEREFORE IN AN AMOUNT NOT TO EXCEED \$136,936; AND DECLARING AN EMERGENCY.

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

WHEREAS, at the January 16, 2024 meeting of Sylvania City Council, the Director of Public Service was authorized to solicit Letters of Interest from consultants to provide construction management services for the Main Street Reconstruction Project, McCord Road Resurfacing Project and Oakland Court Improvement Project; and,

WHEREAS, the Director of Public Service, by report dated February 20, 2024, has received a proposal from American Structurepoint, Inc. to provide construction management services for the Main Street Reconstruction Project at a cost of \$136,936, and the Director of Public Service has recommended approval of that proposal.

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

SECTION 1. That the proposal of American Structurepoint, Inc. in the amount of One Hundred Thirty-Six Thousand Nine Hundred Thirty-Six Dollars (\$136,936.00) to provide construction management services for the Main Street Reconstruction Project is hereby approved and accepted.

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

SECTION 3. That to provide funds for said construction management services hereby authorized, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore appropriated to **Account No. 401-7610-53595 – Main Street – Ten Mile to Convent/Oakland Court** an amount not to exceed One Hundred Thirty-Six Thousand Nine Hundred Thirty-Six Dollars (\$136,936.00).

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

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

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

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2024, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date



AMERICAN
STRUCTUREPOINT
INC.

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

February 13, 2024

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

RE: Fee Proposal for Consulting Services
LUC – CR1572 – 8.28; Main Street
Construction Inspection and Administration

Dear Mr. Shaw:

American Structurepoint appreciates the opportunity to be of service to the City of Sylvania. Please find enclosed a copy of our fee proposal for construction administration and inspection for the above-referenced project. The enclosed fee of \$136,936.00 is based on estimated costs for American Structurepoint to provide these services. The fee includes an estimated cost for testing services to be provided by Bowser-Morner, Inc.

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

Very truly yours,
American Structurepoint, Inc.

Darren Schimmoeller, PE
Director of Development, Ohio Construction

Enclosures

DJS:djs



la.

DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE DIRECTOR

February 20, 2024

To: The Mayor and Members of Sylvania City Council

Re: **Elden Ditch Watershed Improvements (Phase 2)**
Contract for Professional Surveying and Engineering Services

Dear Mr. Mayor and Council Members:

At the January 2, 2024 meeting City Council authorized the Service Department to request Letters of Interest (LOI's) from consultants to provide engineering services for both Phases 2 & 3 of the Elden Ditch Watershed Improvements Projects.

The Phase 2 scope of work includes storm sewer upsizing and replacement, full-depth roadway reconstruction, and water main replacement and upsizing. The Phase 2 project would be on Eleanor Court, Fairview Drive, Parkwood Boulevard, and include the alley in between Fairview and Parkwood. The Phase 2 project also includes the sliplining of the 6' by 7' box culvert under Monroe Street just west of Parkwood Boulevard with a 48" storm sewer.

During the solicitation we received LOI's from two (2) engineering consultants. The Service Department reviewed, scored, and ranked the LOI's and selected Fishbeck as the most highly qualified firm. Fishbeck performed the original hydraulic study for the entire watershed in 2022 and was the engineer of record for the Phase 1 improvements at Veteran's Memorial Field in 2023.

The Service Department entered into scope of services and fee negotiations with Fishbeck and has been provided a proposal in the amount of \$106,110 to complete the Phase 2 scope of work. The anticipated engineering fees were included in the 2024 budget and would be funded from two (2) accounts, 401-7610-53611 (capital), and 701-7525-53501 (water). We would recommend approval of the proposal from Fishbeck in the amount of \$106,110. Please call if you should have any questions.

Sincerely,

Joseph E. Shaw, P.E., P.S.
Deputy Director of Public Service

l.b.

ORDINANCE NO. 15-2024

**ACCEPTING THE PROPOSAL OF FISHBECK TO PROVIDE
PROFESSIONAL ENGINEERING AND SURVEYING SERVICES FOR
THE ELDEN DITCH WATERSHED (PHASE 2) PROJECT;
APPROPRIATING FUNDS THEREFORE IN THE AMOUNT OF
\$106,110; AND DECLARING AN EMERGENCY.**

WHEREAS, Ordinance No. 9-2021, passed January 19, 2021, accepted the proposal of Fishbeck to conduct professional surveying and engineering services for the Elden Ditch Hydraulic Study at a cost of \$28,970; and,

WHEREAS, the project included data collection, drainage map generation, existing system analysis, storm sewer routing and recommendations, and proposed system analysis (with and without upstream detention); and,

WHEREAS, the study recommended drainage improvements in a four-phased project approach; and,

WHEREAS, Ordinance No. 43-2023, passed May 1, 2023, accepted the bid of Jim Palmer Excavating, Inc. and awarded the contract for the Elden Ditch Watershed Improvements Project (Phase 1) to same, which bid was in the amount of \$293,872.19; and,

WHEREAS, Ordinance No. 92-2023, passed November 20, 2023, authorized the Mayor and Director of Finance to approve Change Order No. 1 to this City's Agreement with Jim Palmer Excavating, Inc. for the Elden Ditch Watershed Improvements Project (Phase 1) to reflect the cost of tree removal modifications and increased the contract amount by \$4,200; and,

WHEREAS, at the January 2, 2024 meeting of Sylvania City Council, the Director of Public Service reported that the City was ready to commence Phases 2 and 3 of the Elden Ditch Watershed Improvement Project and requested authorization to solicit Letters of Interest from engineering consultants to design both projects; and,

WHEREAS, City Council authorized the Director of Public Service to solicit Letters of Interest from engineering consultant to design the Elden Ditch Watershed Improvements (Phase 2) Project at the January 2, 2024 meeting of Sylvania City Council; and,

WHEREAS, the Elden Ditch Watershed Improvements (Phase 2) Project includes storm sewer upsizing and replacement, full-depth roadway reconstruction, water main replacement and upsizing on Eleanor Court, Fairview Drive, Parkwood Boulevard, including the alley between Fairview and Parkwood as well as sliplining the 6' by 7' box culvert under Monroe Street just west of Parkwood Boulevard with a 48" storm sewer; and,

WHEREAS, the Deputy Director of Public Service, by report dated February 20, 2024, reported that two Letters of Interest were received and after reviewing, scoring and ranking, recommends accepting the proposal of Fishbeck to perform the professional engineering and surveying services for the Elden Ditch Watershed Improvements (Phase 2) Project in the amount of \$106,110.

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

SECTION 1. That the proposal of Fishbeck, Toledo, Ohio in the amount of One Hundred Six Thousand One Hundred Ten Dollars (\$106,110.00) to provide professional engineering and surveying services for the Elden Ditch Watershed Improvements (Phase 2) Project, is hereby approved and accepted.

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

SECTION 3. That to provide funds for said engineering and surveying services hereby authorized, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore appropriated to **Account No. 401-7635-53611 – Elden Ditch Improvements Phase 2** the amount of Ninety-One Thousand One Hundred Ten Dollars (\$91,110.00) and there is hereby appropriated from the **WATER FUND** from funds therein not heretofore appropriated to **Account No. 701-7525-53501 – Utility Improvements**, the amount of Fifteen Thousand Dollars (\$15,000.00).

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

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

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

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2024, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

February 14, 2024

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

**Proposal for Professional Survey and Engineering Services – Phases 2 and 3
LUC-Elden Ditch Watershed Improvements**

Fishbeck is pleased to provide professional engineering services for the LUC-Elden Ditch Watershed Improvements project. The Fishbeck team has had the pleasure of providing services to the City of Sylvania (City) in the past, and we appreciate this opportunity to continue to serve the City and provide exceptional services once again on another successful project.

Scope of Services

The Fishbeck team is prepared to provide survey and engineering services for the LUC-Elden Ditch Watershed Improvements Project as described in the City's *Request for Professional Engineering and Surveying Services* dated January 8, 2024, and included herein as an attachment. The Scope of Services shall be as stated within the aforementioned document.

Professional Services Fees

Fishbeck proposes to perform Phase 2 services for a proposed *not-to-exceed* estimated fee of One Hundred Six Thousand One Hundred and Ten Dollars (\$106,110). Fishbeck proposes to perform Phase 3 services for a proposed *not-to-exceed* estimated fee of One Hundred Eight Thousand and Ninety Dollars (\$108,090). The breakdown of costs is attached in the Proposed Consultant Fee Summaries.

Authorization

Attached is our Professional Services Agreement. If you concur with our scope of services, please sign in the space provided and return the executed contract to the attention of Molly Studneski (mstudneski@fishbeck.com). This proposal is made subject to the attached Terms and Conditions for Professional Services. Invoices will be submitted every four weeks and payment is due upon receipt.

We are available to begin as soon as you provide us with an authorization to proceed. If you have any questions or require additional information, please contact me at 937.802.3280 or jmihelcic@fishbeck.com.

Sincerely,



Joshua Mihelcic, PE, PS
Project Manager

Attachments

By email

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

Proposed Consultant Fees Labor and Summary

Project: LUC-Elden Ditch Watershed Improvements PH2
 Client: City of Sylvania
 Consultant: Fishbeck
 Date: 2/14/2024

Legend and Billing Rate (2024)

Personnel Category	Rate
S2 = 2 Person Survey Crew	\$218
PE = Civil Engineer, PE	\$151
E = Staff Engineer, EI	\$112
PM = Senior Project Manager, PE	\$208
PS = Senior Surveyor, PS	\$208

SURVEYING & ENGINEERING SERVICES

Topographic Survey	PM	PE	E	PS	S2	Total Hours	Total Cost
Calling OUPS and Preliminary Utility Coordination / Data Collection		1	4		2	7	\$1,035
Property Owner Research and Notification Letters	1		4			5	\$656
Establish Horizontal and Vertical Control				3	8	11	\$2,368
Recovery of Existing Monuments				2	5	7	\$1,506
Courthouse Research			3	3		6	\$960
Resolve Existing ROW/Property Lines			6	8		14	\$2,336
Topographical Survey				2	25	27	\$5,866
Basemap Creation & Utility Resolution	1	2	20			23	\$2,750
Field Check of Topographic Survey and Pipe Survey		4			8	12	\$2,348
Subtotal	2	7	37	18	48	112	\$19,825
Elden Ditch Phase 2 Design & Plan Development	PM	PE	E	PS	S2	Total Hours	Total Cost
Title Sheet (1)		2	4			6	\$750
Typical Sections (1)		2	4			6	\$750
General Notes and Details (4)		4	4			8	\$1,052
General Summary (1)		4	8			12	\$1,500
Subsummaries & Calculations (3)		16	56			72	\$8,688
Maintenance of Traffic (For Culvert Sliplining)		4	4			8	\$1,052
Stormwater Drainage Design		8	24			32	\$3,896
Plan & Profile (6)		40	120			160	\$19,480
Water Plan & Profile (6)		16	56			72	\$8,688
Cross Sections (50' Spacing and @ Drives) (8)		24	90			114	\$13,704
Intersection Details (1)		8	24			32	\$3,896
Culvert Sliplining Details	4	8				12	\$2,040
City & Utility Coordination	1	6				7	\$1,114
Cost Estimate		8	24			32	\$3,896
Internal Reviews (QA/QC)	12					12	\$2,496
Plan Reviews & Modifications	2	8	16			26	\$3,416
Meetings	4	4	4			12	\$1,884
Coordination of Geotechnical Services		3				3	\$654
Bidding Assistance		2				2	\$436
Subtotal	23	167	438	0	0	628	\$79,392

Total Survey & Engineering Costs:	\$99,217
Geotechnical Subconsultant Costs:	\$6,335
Total Direct Costs:	\$558
Total Phase 2 Services:	\$106,110

Professional Services Agreement

PROJECT NAME LUC-Elden Ditch Watershed Improvements
FISHBECK CONTACT Joshua Mihelcic, PE, PS
CLIENT City of Sylvania
CLIENT CONTACT Joseph E. Shaw, PE, PS
ADDRESS 6730 Monroe Street, Sylvania, OH 43560

Client hereby requests and authorizes Fishbeck to perform the following:

SCOPE OF SERVICES: Professional survey and engineering services in relation to improvements to the Elden Ditch Watershed Phase 2 as described in our letter proposal dated February 14, 2024.

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

- ☒ Terms and Conditions for Professional Services, attached.
- ☒ Proposal dated February 14, 2024.
- ☐ Other:

METHODS OF COMPENSATION:

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

Total Budget for Above Scope of Services: One Hundred Six Thousand One Hundred and Ten Dollars (\$106,110).

ADDITIONAL PROVISIONS (IF ANY): Not-to-exceed fee.

APPROVED FOR:

City of Sylvania

BY: _____

TITLE: Mayor

DATE: _____

BY: _____

TITLE: Director of Finance

DATE: _____

ACCEPTED FOR:

Fishbeck

BY:  _____

TITLE: Vice President

DATE: February 14, 2024

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

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

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

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

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

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

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

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

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

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

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

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

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

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

End of Terms and Conditions for Professional Services

Attachment

01-08-24 Posting Date
LUC-Elden Ditch Watershed Improvements
PID No. N/A
City of Sylvania
Response Due Date: 01-26-24

In accordance with Ohio Revised Code 153.67 the City of Sylvania is soliciting Letters of Interest from Consultants to provide Professional Surveying, Geotechnical Engineering, and Design Engineering Services on the Elden Ditch Watershed Improvements Phases 2 & 3 Projects.

These projects do not have Federal funding and are not ODOT-Let or LPA-Let projects.

Individual Consultants (or Consultant teams) necessary to complete the scope of services are encouraged to submit. However, the City will only contract with one prime Consultant **on both projects**.

Project Descriptions

General Background:

- In January 2022 the City completed a hydraulic study for the Elden Ditch Watershed, which includes a 0.21 square mile area generally north of Monroe Street, east of Brainard Drive, and west of Main Street extending into Whiteford Township, Michigan.
- The watershed and existing storm sewers were reviewed for hydraulic capacity for the 5-year just-full, and 10-year hydraulic gradient, and a model was created. The model demonstrated widespread capacity issues including undersized piping, pipes with flat slopes, and flooding during these events.
- Several proposed upgrades were recommended in the study and routing maps were generated to split the drainage improvements into four (4) specific projects.
- Project #1 (Elden Ditch Watershed Improvements – Phase 1) was constructed in 2023 and included installing an underground detention system at Veteran's Memorial Field.
- The City is ready to commence engineering design services for Projects #2 and #3 in the study. Each project is described below and the Executive Summary from the study is enclosed.

Project #2 (Elden Ditch Watershed Improvements – Phase 2)

- Installation of new and upsized 42" storm sewer extending from Monroe Street to Erie Street along Parkwood Boulevard.
- Sliplining of the existing 6' x 7' box culvert under Monroe Street with a new 48" storm sewer.
- Full-depth reconstruction of Fairview Drive, Parkwood Boulevard, Eleanor Court, and the alley between Fairview Drive and Parkwood Boulevard with asphalt pavement, curbing, and sidewalks.
- Water main replacements in Fairview Drive and Parkwood Boulevard including upsizing from 4" to 8".

Project #3 (Elden Ditch Watershed Improvements – Phase 3)

- Installation of new and upsized 42" storm sewer in Erie Street from Maplewood Drive to Elden Drive.
- Installation of new and upsized 24", 27", and 36" storm sewer in Elden Drive and Trail Way.
- Full-depth reconstruction of Erie Street, Elden Drive, and Trail Way with asphalt pavement, and curbing.
- Water main replacement in Elden Drive and Trail Way including upsizing from 6" to 8".

The selected Consultant will provide services to prepare construction plans and specifications for both of these improvements. It is anticipated that Phase 2 and Phase 3 will be sold under one construction contract, currently scheduled for 2025. However, the projects need to be developed into two separate construction plan sets should the City decide to construct Phases 2 and 3 in separate construction seasons.

Additional information available at: [https://ftp.dot.state.oh.us/pub/Districts/D02/LPA/LUC-Elden%20Ditch%20Watershed%20Improvements%20\(Phases%20&%203\)/](https://ftp.dot.state.oh.us/pub/Districts/D02/LPA/LUC-Elden%20Ditch%20Watershed%20Improvements%20(Phases%20&%203)/)

Letter of Interest Requirements

Letters of Interest are to include information regarding the design firm's capabilities as required by Ohio Revised Code 153.65D. All letters are to include:

1. Resume of project manager to be assigned to this project and related experience on similar residential roadway improvements projects.
2. Evidence of the firm's competency to perform professional design services for this type of municipal work as indicated by the technical training, education, and experience of the firm's personnel. List any subconsultants and their anticipated work percentages.
3. Evidence of the firm's workload and the availability of qualified personnel, equipment, and facilities to perform the required design services.
4. Evidence of the firm's past performance on similar projects.
5. Any other relevant information which the design firm feels will prove competence and capability of the firm and personnel.

Estimated Construction Costs:

1. Phase 2 = \$1,101,612.00
2. Phase 3 = \$1,210,468.00

Prequalification Requirements

DESIGN SERVICES

Non-Complex Roadway Design
Geotechnical Engineering Services
Geotechnical Testing Laboratory
Geotechnical Field Exploration Services

Scope of Services

CONSULTANT SCOPE OF SERVICES

1. The Consultant shall provide the necessary surveying, geotechnical engineering, and design engineering to create detailed construction plans for the necessary improvements.
2. Surveying
 - a. Qualifications
 - i. All work shall be performed by qualified personnel under the supervision of a Registered Land Surveyor in the State of Ohio.
 - b. OUPS
 - i. The surveyor shall contact the Ohio Utilities Protection Service (OUPS) a minimum of 48 hours but no more than 10 working days ahead of beginning any survey field operations for utility marking. The surveyor shall request a physical locate as well as any plans from OUPS members. The City shall be provided electronic copies of any utility plans generated in the OUPS process.
 - c. Notification
 - i. The surveyor shall notify all property owners with letters a minimum of seven (7) days prior to the start of field work.
 - d. Protection of Property
 - i. The surveyor shall take all reasonable precautions to prevent damage to property and restore the site to existing conditions upon completion.
 - e. Horizontal Control
 - i. Ohio State Plane Coordinates (Ohio North, NAD 83 (CORS 96)) and US Survey Feet.
 - f. Vertical Control
 - i. North American Vertical Datum of 1988 (NAVD 88).
 - g. Right-of-Way and Property Line Resolution
 - h. Monuments
 - i. All critical monuments the project surveyor may need for right-of-way and property line resolution shall be field located and include a description of the condition, size, type, depth below grade, etc.
 - i. Topography
 - i. Provide topographical survey including all surface features within the project limits. Roadway cross-sections should be at 50' intervals or less.
 - j. Structure Inventory
 - i. Provide a structure inventory sheet on all sanitary, storm and water related facilities within the project limits. Data to be collected during this process includes invert measurements (depth, size, direction, material, etc.) as well as condition of the lid, casting and walls.
3. Geotechnical Engineering
 - a. The City would like to have soil borings performed to confirm existing pavement depths and the nature of the underlying soil conditions at critical utility depths. The City shall work with the engineer during fee preparation to determine the number and locations of all borings.
 - i. A detailed geotechnical report combining both Phases 2 and 3 recommendations into one document is preferred.

4. Design Engineering

- a. All construction plans shall be designed and adhere to ODOT Location and Design Manual requirements. The Consultant shall use Lucas County Engineer storm sewer design guidelines for drainage design work.
- b. The anticipated sheet lists for each Phase 2 and Phase 3 plans sets are as follows:
 - i. Title Sheet (1)
 - ii. Typical Section (1)
 - iii. General Notes and Details (4)
 - iv. General Summary (1)
 - v. Subsummaries (3)
 - vi. Maintenance of Traffic (for Drainage Structure Sliplining) – Phase 2 Only (?)
 - vii. Plan and Profile (?)
 - viii. Cross Sections (?)
 - ix. Intersection Details (1)
 - x. Drainage Structure Sliplining Details – Phase 2 Only (?)
- c. Coordination with the City and utility companies. Construction plans will need to be sent to all utility companies with facilities within the project limits at all plan submission levels.
- d. Submittal of drawings and preliminary cost estimates to the City at the 30%, 95%, and 100% plan development levels. Electronic submissions are acceptable.
- e. Plan review meetings would be virtual on an as needed basis during design.
- f. Final deliverables shall include a signed and sealed 11x17 PDF plan set and cost estimate.
- g. Bidding assistance as needed (i.e. respond to RFI's, addenda plan revisions, etc.).

CITY SCOPE OF SERVICES

1. Utility Records
 - a. The City will provide available records of City maintained utilities (sanitary, storm & water) for surveyor use in creating a base map.
2. Additional information and design support as needed.
3. Bidding documents and bidding administration.

ANTICIPATED PROJECT SCHEDULE

1. Design Engineering LOI = January 8, 2024
2. Submission of Proposals = January 26, 2024, 4:30 pm.
3. Consultant Selection Notification = February 2, 2024
4. Scope and Fee Negotiations = February 5 thru March 1, 2024
5. City Council Contract Award = March 4, 2024
6. Authorization to Proceed = March 15, 2024
7. 30% Submission (Phase 2) = May 17, 2024
8. 30% Submission (Phase 3) = June 14, 2024
9. 95% Submission (Phase 2) = August 16, 2024
10. 95% Submission (Phase 3) = September 20, 2024
11. 100% Submission (Phase 2) = October 18, 2024
12. 100% Submission (Phase 3) = November 15, 2024



7a.

DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE DIRECTOR

February 20, 2024

To: The Mayor and Members of Sylvania City Council

Re: **Elden Ditch Watershed Improvements (Phase 3)**
Contract for Professional Surveying and Engineering Services

Dear Mr. Mayor and Council Members:

At the January 2, 2024 meeting City Council authorized the Service Department to request Letters of Interest (LOI's) from consultants to provide engineering services for both Phases 2 & 3 of the Elden Ditch Watershed Improvements Projects.

The Phase 3 scope of work includes storm sewer upsizing and replacement, full-depth roadway reconstruction, and water main replacement and upsizing. The Phase 3 project includes Erie Street (between Maplewood Avenue and Elden Drive), Elden Drive (between Erie Street and just north of Trail Way), and Trail Way. Also, Elden Ditch will be relocated to underground storm sewer in Elden Drive between Trail Way and Erie Street. The existing ditch footprint will be regraded and filled in.

During the solicitation we received LOI's from two (2) engineering consultants. The Service Department reviewed, scored, and ranked the LOI's and selected Fishbeck as the most highly qualified firm. Fishbeck performed the original hydraulic study for the entire watershed in 2022 and was the engineer of record for the Phase 1 improvements at Veteran's Memorial Field in 2023.

The Service Department entered into scope of services and fee negotiations with Fishbeck and has been provided a proposal in the amount of \$108,090 to complete the Phase 2 scope of work. The anticipated engineering fees were included in the 2024 budget and would be funded from two (2) accounts, 401-7510-53501 (capital), and 701-7525-53501 (water). We would recommend approval of the proposal from Fishbeck in the amount of \$108,090. Please call if you should have any questions.

Sincerely,

Joseph E. Shaw, P.E., P.S.
Deputy Director of Public Service

76.

ORDINANCE NO. 16-2024

**ACCEPTING THE PROPOSAL OF FISHBECK TO PROVIDE
PROFESSIONAL ENGINEERING AND SURVEYING SERVICES FOR
THE ELDEN DITCH WATERSHED (PHASE 3) PROJECT;
APPROPRIATING FUNDS THEREFORE IN THE AMOUNT OF
\$108,090; AND DECLARING AN EMERGENCY.**

WHEREAS, Ordinance No. 9-2021, passed January 19, 2021, accepted the proposal of Fishbeck to conduct professional surveying and engineering services for the Elden Ditch Hydraulic Study at a cost of \$28,970; and,

WHEREAS, the project included data collection, drainage map generation, existing system analysis, storm sewer routing and recommendations, and proposed system analysis (with and without upstream detention); and,

WHEREAS, the study recommended drainage improvements in a four-phased project approach; and,

WHEREAS, Ordinance No. 43-2023, passed May 1, 2023, accepted the bid of Jim Palmer Excavating, Inc. and awarded the contract for the Elden Ditch Watershed Improvements Project (Phase 1) to same, which bid was in the amount of \$293,872.19; and,

WHEREAS, Ordinance No. 92-2023, passed November 20, 2023, authorized the Mayor and Director of Finance to approve Change Order No. 1 to this City's Agreement with Jim Palmer Excavating, Inc. for the Elden Ditch Watershed Improvements Project (Phase 1) to reflect the cost of tree removal modifications and increased the contract amount by \$4,200; and,

WHEREAS, at the January 2, 2024 meeting of Sylvania City Council, the Director of Public Service reported that the City was ready to commence Phases 2 and 3 of the Elden Ditch Watershed Improvement Project and requested authorization to solicit Letters of Interest from engineering consultants to design both projects; and,

WHEREAS, City Council authorized the Director of Public Service to solicit Letters of Interest from engineering consultant to design the Elden Ditch Watershed Improvements (Phase 3) Project at the January 2, 2024 meeting of Sylvania City Council; and,

WHEREAS, the Elden Ditch Watershed Improvements (Phase 3) Project includes storm sewer upsizing and replacement, full-depth roadway reconstruction, and water main replacement and upsizing along Erie Street (between Maplewood Avenue and Elden Drive), Elden Drive (between Erie Street and just north of Trail Way) and Trail Way; and,

WHEREAS, Elden Ditch will be relocated to underground storm sewer in Elden Drive between Trail Way and Erie Street and the existing ditch footprint will be regraded and filled in; and,

WHEREAS, the Deputy Director of Public Service, by report dated February 20, 2024, reported that two Letters of Interest were received and after reviewing, scoring and ranking, recommends accepting the proposal of Fishbeck to perform the professional engineering and surveying services for the Elden Ditch Watershed Improvements (Phase 3) Project in the amount of \$108,090.

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

SECTION 1. That the proposal of Fishbeck, Toledo, Ohio in the amount of One Hundred Eight Thousand Ninety Dollars (\$108,090.00) to provide professional engineering and surveying services for the Elden Ditch Watershed Improvements (Phase 3) Project, is hereby approved and accepted.

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

SECTION 3. That to provide funds for said engineering and surveying services hereby authorized, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore appropriated to **Account No. 401-7635-53501 – Elden Ditch Improvements Phase 3** the amount of Eighty-Three Thousand Ninety Dollars (\$83,090.00) and

there is hereby appropriated from the **WATER FUND** from funds therein not heretofore appropriated to **Account No. 701-7525-53501 – Utility Improvements** the amount of Twenty-Five Thousand Dollars (\$25,000.00).

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

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

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

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2024, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

February 14, 2024

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

**Proposal for Professional Survey and Engineering Services – Phases 2 and 3
LUC-Elden Ditch Watershed Improvements**

Fishbeck is pleased to provide professional engineering services for the LUC-Elden Ditch Watershed Improvements project. The Fishbeck team has had the pleasure of providing services to the City of Sylvania (City) in the past, and we appreciate this opportunity to continue to serve the City and provide exceptional services once again on another successful project.

Scope of Services

The Fishbeck team is prepared to provide survey and engineering services for the LUC-Elden Ditch Watershed Improvements Project as described in the City's *Request for Professional Engineering and Surveying Services* dated January 8, 2024, and included herein as an attachment. The Scope of Services shall be as stated within the aforementioned document.

Professional Services Fees

Fishbeck proposes to perform Phase 2 services for a proposed *not-to-exceed* estimated fee of One Hundred Six Thousand One Hundred and Ten Dollars (\$106,110). Fishbeck proposes to perform Phase 3 services for a proposed *not-to-exceed* estimated fee of One Hundred Eight Thousand and Ninety Dollars (\$108,090). The breakdown of costs is attached in the Proposed Consultant Fee Summaries.

Authorization

Attached is our Professional Services Agreement. If you concur with our scope of services, please sign in the space provided and return the executed contract to the attention of Molly Studneski (mstudneski@fishbeck.com). This proposal is made subject to the attached Terms and Conditions for Professional Services. Invoices will be submitted every four weeks and payment is due upon receipt.

We are available to begin as soon as you provide us with an authorization to proceed. If you have any questions or require additional information, please contact me at 937.802.3280 or jmihelcic@fishbeck.com.

Sincerely,



Joshua Mihelcic, PE, PS
Project Manager

Attachments
By email

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

Proposed Consultant Fees Labor and Summary

Project: LUC-Elden Ditch Watershed Improvements PH3

Client: City of Sylvania

Consultant: Fishbeck

Date: 2/14/2024

Legend and Billing Rate (2024)

Personnel Category	Rate
S2 = 2 Person Survey Crew	\$218
PE = Civil Engineer, PE	\$151
E = Staff Engineer, EI	\$112
PM = Senior Project Manager, PE	\$208
PS = Senior Surveyor, PS	\$208

SURVEYING & ENGINEERING SERVICES

Topographic Survey	PM	PE	E	PS	S2	Total Hours	Total Cost
Calling OUPS and Preliminary Utility Coordination / Data Collection		1	4		2	7	\$1,035
Property Owner Research and Notification Letters	1		4			5	\$656
Establish Horizontal and Vertical Control				3	8	11	\$2,368
Recovery of Existing Monuments				2	5	7	\$1,506
Courthouse Research			3	3		6	\$960
Resolve Existing ROW/Property Lines			6	8		14	\$2,336
Topographical Survey				2	25	27	\$5,866
Elden Ditch Topographic Survey			4	2	8	14	\$2,608
Basemap Creation & Utility Resolution	1	2	20			23	\$2,750
Field Check of Topographic Survey and Pipe Survey		4			8	12	\$2,348
Subtotal	2	7	41	20	56	126	\$22,433
Elden Ditch Phase 3 Design & Plan Development	PM	PE	E	PS	S2	Total Hours	Total Cost
Title Sheet (1)		2	4			6	\$750
Typical Sections (1)		2	4			6	\$750
General Notes and Details (4)		4	4			8	\$1,052
General Summary (1)		4	8			12	\$1,500
Subsummaries & Calculations (3)		16	56			72	\$8,688
Stormwater Drainage Design		8	24			32	\$3,896
Roadway Plan & Profile (5)		32	110			142	\$17,152
Water Plan & Profile (5)		16	56			72	\$8,688
Elden Ditch Plan & Profile (2)		8	32			40	\$4,792
Cross Sections (50' Spacing and @ Drives) (8)		24	90			114	\$13,704
Intersection Details (1)		8	24			32	\$3,896
City & Utility Coordination	1	6				7	\$1,114
Cost Estimate		8	24			32	\$3,896
Internal Reviews (QA/QC)	12					12	\$2,496
Plan Reviews & Modifications	2	8	16			26	\$3,416
Meetings	4	4	4			12	\$1,884
Coordination of Geotechnical Services		3				3	\$654
Bidding Assistance		2				2	\$436
Subtotal	19	155	456	0	0	630	\$78,764

Total Survey & Engineering Costs:	\$101,197
Geotechnical Subconsultant Costs:	\$6,335
Total Direct Costs:	\$558
Total Phase 3 Services:	\$108,090

Professional Services Agreement

PROJECT NAME LUC-Elden Ditch Watershed Improvements
FISHBECK CONTACT Joshua Mihelcic, PE, PS
CLIENT City of Sylvania
CLIENT CONTACT Joseph E. Shaw, PE, PS
ADDRESS 6730 Monroe Street, Sylvania, OH 43560

Client hereby requests and authorizes Fishbeck to perform the following:

SCOPE OF SERVICES: Professional survey and engineering services in relation to improvements to the Elden Ditch Watershed Phase 3 as described in our letter proposal dated February 14, 2024.

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

- ☒ Terms and Conditions for Professional Services, attached.
- ☒ Proposal dated February 14, 2024.
- ☐ Other:

METHODS OF COMPENSATION:

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

Total Budget for Above Scope of Services: One Hundred Eight Thousand and Ninety Dollars (\$108,090).

ADDITIONAL PROVISIONS (IF ANY): Not-to-exceed fee.

APPROVED FOR:


City of Sylvania

BY: _____
TITLE: Mayor
DATE: _____

BY: _____
TITLE: Director of Finance
DATE: _____

ACCEPTED FOR:

Fishbeck

BY:  _____
TITLE: Vice President
DATE: February 14, 2024

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

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

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

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

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

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

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

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

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

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

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

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

End of Terms and Conditions for Professional Services

Attachment

01-08-24 Posting Date
LUC-Elden Ditch Watershed Improvements
PID No. N/A
City of Sylvania
Response Due Date: 01-26-24

In accordance with Ohio Revised Code 153.67 the City of Sylvania is soliciting Letters of Interest from Consultants to provide Professional Surveying, Geotechnical Engineering, and Design Engineering Services on the Elden Ditch Watershed Improvements Phases 2 & 3 Projects.

These projects do not have Federal funding and are not ODOT-Let or LPA-Let projects.

Individual Consultants (or Consultant teams) necessary to complete the scope of services are encouraged to submit. However, the City will only contract with one prime Consultant **on both projects**.

Project Descriptions

General Background:

- In January 2022 the City completed a hydraulic study for the Elden Ditch Watershed, which includes a 0.21 square mile area generally north of Monroe Street, east of Brainard Drive, and west of Main Street extending into Whiteford Township, Michigan.
- The watershed and existing storm sewers were reviewed for hydraulic capacity for the 5-year just-full, and 10-year hydraulic gradient, and a model was created. The model demonstrated widespread capacity issues including undersized piping, pipes with flat slopes, and flooding during these events.
- Several proposed upgrades were recommended in the study and routing maps were generated to split the drainage improvements into four (4) specific projects.
- Project #1 (Elden Ditch Watershed Improvements – Phase 1) was constructed in 2023 and included installing an underground detention system at Veteran's Memorial Field.
- The City is ready to commence engineering design services for Projects #2 and #3 in the study. Each project is described below and the Executive Summary from the study is enclosed.

Project #2 (Elden Ditch Watershed Improvements – Phase 2)

- Installation of new and upsized 42" storm sewer extending from Monroe Street to Erie Street along Parkwood Boulevard.
- Sliplining of the existing 6' x 7' box culvert under Monroe Street with a new 48" storm sewer.
- Full-depth reconstruction of Fairview Drive, Parkwood Boulevard, Eleanor Court, and the alley between Fairview Drive and Parkwood Boulevard with asphalt pavement, curbing, and sidewalks.
- Water main replacements in Fairview Drive and Parkwood Boulevard including upsizing from 4" to 8".

Project #3 (Elden Ditch Watershed Improvements – Phase 3)

- Installation of new and upsized 42" storm sewer in Erie Street from Maplewood Drive to Elden Drive.
- Installation of new and upsized 24", 27", and 36" storm sewer in Elden Drive and Trail Way.
- Full-depth reconstruction of Erie Street, Elden Drive, and Trail Way with asphalt pavement, and curbing.
- Water main replacement in Elden Drive and Trail Way including upsizing from 6" to 8".

The selected Consultant will provide services to prepare construction plans and specifications for both of these improvements. It is anticipated that Phase 2 and Phase 3 will be sold under one construction contract, currently scheduled for 2025. However, the projects need to be developed into two separate construction plan sets should the City decide to construct Phases 2 and 3 in separate construction seasons.

Additional information available at: [https://ftp.dot.state.oh.us/pub/Districts/D02/LPA/LUC-Elden%20Ditch%20Watershed%20Improvements%20\(Phases%20%20&%203\)/](https://ftp.dot.state.oh.us/pub/Districts/D02/LPA/LUC-Elden%20Ditch%20Watershed%20Improvements%20(Phases%20%20&%203)/)

Letter of Interest Requirements

Letters of Interest are to include information regarding the design firm's capabilities as required by Ohio Revised Code 153.65D. All letters are to include:

1. Resume of project manager to be assigned to this project and related experience on similar residential roadway improvements projects.
2. Evidence of the firm's competency to perform professional design services for this type of municipal work as indicated by the technical training, education, and experience of the firm's personnel. List any subconsultants and their anticipated work percentages.
3. Evidence of the firm's workload and the availability of qualified personnel, equipment, and facilities to perform the required design services.
4. Evidence of the firm's past performance on similar projects.
5. Any other relevant information which the design firm feels will prove competence and capability of the firm and personnel.

Estimated Construction Costs:

1. Phase 2 = \$1,101,612.00
2. Phase 3 = \$1,210,468.00

Prequalification Requirements

DESIGN SERVICES

Non-Complex Roadway Design
Geotechnical Engineering Services
Geotechnical Testing Laboratory
Geotechnical Field Exploration Services

Scope of Services

CONSULTANT SCOPE OF SERVICES

1. The Consultant shall provide the necessary surveying, geotechnical engineering, and design engineering to create detailed construction plans for the necessary improvements.
2. Surveying
 - a. Qualifications
 - i. All work shall be performed by qualified personnel under the supervision of a Registered Land Surveyor in the State of Ohio.
 - b. OUPS
 - i. The surveyor shall contact the Ohio Utilities Protection Service (OUPS) a minimum of 48 hours but no more than 10 working days ahead of beginning any survey field operations for utility marking. The surveyor shall request a physical locate as well as any plans from OUPS members. The City shall be provided electronic copies of any utility plans generated in the OUPS process.
 - c. Notification
 - i. The surveyor shall notify all property owners with letters a minimum of seven (7) days prior to the start of field work.
 - d. Protection of Property
 - i. The surveyor shall take all reasonable precautions to prevent damage to property and restore the site to existing conditions upon completion.
 - e. Horizontal Control
 - i. Ohio State Plane Coordinates (Ohio North, NAD 83 (CORS 96)) and US Survey Feet.
 - f. Vertical Control
 - i. North American Vertical Datum of 1988 (NAVD 88).
 - g. Right-of-Way and Property Line Resolution
 - h. Monuments
 - i. All critical monuments the project surveyor may need for right-of-way and property line resolution shall be field located and include a description of the condition, size, type, depth below grade, etc.
 - i. Topography
 - i. Provide topographical survey including all surface features within the project limits. Roadway cross-sections should be at 50' intervals or less.
 - j. Structure Inventory
 - i. Provide a structure inventory sheet on all sanitary, storm and water related facilities within the project limits. Data to be collected during this process includes invert measurements (depth, size, direction, material, etc.) as well as condition of the lid, casting and walls.
3. Geotechnical Engineering
 - a. The City would like to have soil borings performed to confirm existing pavement depths and the nature of the underlying soil conditions at critical utility depths. The City shall work with the engineer during fee preparation to determine the number and locations of all borings.
 - i. A detailed geotechnical report combining both Phases 2 and 3 recommendations into one document is preferred.

4. Design Engineering

- a. All construction plans shall be designed and adhere to ODOT Location and Design Manual requirements. The Consultant shall use Lucas County Engineer storm sewer design guidelines for drainage design work.
- b. The anticipated sheet lists for each Phase 2 and Phase 3 plans sets are as follows:
 - i. Title Sheet (1)
 - ii. Typical Section (1)
 - iii. General Notes and Details (4)
 - iv. General Summary (1)
 - v. Subsummaries (3)
 - vi. Maintenance of Traffic (for Drainage Structure Sliplining) – Phase 2 Only (?)
 - vii. Plan and Profile (?)
 - viii. Cross Sections (?)
 - ix. Intersection Details (1)
 - x. Drainage Structure Sliplining Details – Phase 2 Only (?)
- c. Coordination with the City and utility companies. Construction plans will need to be sent to all utility companies with facilities within the project limits at all plan submission levels.
- d. Submittal of drawings and preliminary cost estimates to the City at the 30%, 95%, and 100% plan development levels. Electronic submissions are acceptable.
- e. Plan review meetings would be virtual on an as needed basis during design.
- f. Final deliverables shall include a signed and sealed 11x17 PDF plan set and cost estimate.
- g. Bidding assistance as needed (i.e. respond to RFI's, addenda plan revisions, etc.).

CITY SCOPE OF SERVICES

1. Utility Records
 - a. The City will provide available records of City maintained utilities (sanitary, storm & water) for surveyor use in creating a base map.
2. Additional information and design support as needed.
3. Bidding documents and bidding administration.

ANTICIPATED PROJECT SCHEDULE

1. Design Engineering LOI = January 8, 2024
2. Submission of Proposals = January 26, 2024, 4:30 pm.
3. Consultant Selection Notification = February 2, 2024
4. Scope and Fee Negotiations = February 5 thru March 1, 2024
5. City Council Contract Award = March 4, 2024
6. Authorization to Proceed = March 15, 2024
7. 30% Submission (Phase 2) = May 17, 2024
8. 30% Submission (Phase 3) = June 14, 2024
9. 95% Submission (Phase 2) = August 16, 2024
10. 95% Submission (Phase 3) = September 20, 2024
11. 100% Submission (Phase 2) = October 18, 2024
12. 100% Submission (Phase 3) = November 15, 2024



8a.

DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE DIRECTOR

February 20, 2024

To: The Mayor and Members of Sylvania City Council

Re: **LUC-MONROE ST. & SILICA DR. UPGRD &
LUC-SILICA DRIVE BRIDGE REPLACEMENT (PID 107489) – CHANGE ORDER NO. 3**

Dear Mr. Mayor and Council Members:

Improvements to the Silica Drive bridge are completed and the Monroe Street corridor work has continued through winter months working on electrical and traffic signal installation items as weather conditions have allowed. Finished seeding and restoration including addressing all punch list items is scheduled to be completed within the next 60 to 90 days.

The Service Department is requesting a project change order that will capture most roadway related quantity overages and a couple of additional changes in scope of work. Enclosed is a list of the changes including a description of why the changes were necessitated for each item.

As a result, a total change order in the amount of \$157,642.49 is necessary to increase the contract amount from \$5,987,094.20 to \$6,144,736.69. The original contract amount was \$5,906,737.56, so complete through Change Order No. 3 the adjusted contract amount will have increased by 4.03%.

Please call if you have any questions.

Sincerely,

Kevin G. Aller, P.E.

Director of Public Service

8b.

ORDINANCE NO. 17-2024

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO APPROVE CHANGE ORDER NO. 3 TO THIS CITY'S AGREEMENT WITH MOSSER CONSTRUCTION FOR THE MONROE STREET AND SILICA DRIVE INTERSECTION IMPROVEMENT AND SILICA DRIVE BRIDGE REPLACEMENT PROJECT TO REFLECT THE COST OF SEVERAL NEW SCOPE OF WORK ITEMS; INCREASING THE CONTRACT AMOUNT BY \$157,642.49; APPROPRIATING FUNDS THEREFORE; AND DECLARING AN EMERGENCY.

WHEREAS, Ordinance No. 66-2022, passed July 18, 2022, authorized the Mayor and Director of Finance to enter into a Construction Agreement with Norfolk Southern Railway Company relative to the Monroe Street and Silica Drive Intersection Improvement Project and set forth the rights and responsibilities of both the City and Railroad, which included Norfolk Southern being responsible for railroad protective services; and,

WHEREAS, Ordinance No. 21-2023, passed February 21, 2023, accepted the bid of Mosser Construction and awarded the contract for the Monroe Street and Silica Drive Intersection Improvement and Silica Drive Bridge Replacement Project to same, which bid was in the amount of \$5,906,737.56; and,

WHEREAS, Ordinance No. 39-2023, passed April 17, 2023, authorized a Construction Agreement Amendment to this City's Agreement with Norfolk Southern Railroad for the Monroe Street and Silica Drive Intersection Improvement and Silica Drive Bridge Replacement Project to remove the railroad protective services responsibilities from Norfolk Southern and shift this responsibility to the City and Mosser Construction; and,

WHEREAS, Ordinance No. 67-2023, passed August 21, 2023, authorized the Mayor and Director of Finance to approve Change Order No. 1 to this City's Agreement with Mosser Construction for the Monroe Street and Silica Drive Intersection Improvement and Silica Drive

Bridge Replacement Project to reflect the costs of railroad protective services and increased the contract amount by \$52,052.20; and,

WHEREAS, Ordinance No. 2-2024, passed January 2, 2024, authorized the Mayor and Director of Finance to approve Change Order No. 2 to this City's Agreement with Mosser Construction for the Monroe Street and Silica Drive Intersection Improvement and Silica Drive Bridge Replacement Project to reflect the cost of several new scope of work items and increased the contract amount by \$28,304.44; and,

WHEREAS, the Director of Public Service, by report dated February 20, 2024, has recommended approval of Change Order No. 3 of Mosser Construction for said Monroe Street and Silica Drive Intersection Improvement and Silica Drive Bridge Replacement Project to reflect most roadway related quantity overages as well as some additional scope of work changes; and,

WHEREAS, these roadway related quantity overages and additional work items resulted in a net increase to the contract in the amount of One Hundred Fifty-Seven Thousand Six Hundred Forty-Two and 49/100 Dollars (\$157,642.49), for a total contract amount of \$6,144,736.69.

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

SECTION 1. That said change order increasing the contract amount by the sum of One Hundred Fifty-Seven Thousand Six Hundred Forty-Two and 49/100 Dollars (\$157,642.49), authorized to be appropriated be, and the same hereby is, approved, and the Mayor and the Director of Finance be, and they hereby are, authorized to sign said change order on behalf of this City, thereby indicating such approval and changing the total contract amount.

SECTION 2. That, to provide funds for said change order for improvements, 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 One Hundred Fifty-Seven Thousand Six Hundred Forty-Two and 49/100 Dollars (\$157,642.49),

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 adjustments in the contract for said new scope of work items should be approved 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.

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 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.

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2024, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

CITY OF SYLVANIA, OHIO

CHANGE ORDER Number 03

Project Ordinance No.:	21-2023	Purchase Order No.	63715
Contract:	LUC-Monroe St. & Silica Dr. Upgrd & LUC-Silica Drive Bridge Replacement		
	PID 107489		

Title of Change Order: Various Extensions and Overages to Plan Quantities

Date: 2/01/2024

Description of Change:	Walk Removed	\$540.00
	Curb Removed	\$452.00
	Excavation	\$8,145.00
	4" Concrete Walk	\$53,567.46
	6" Concrete Walk	\$3,780.00
	8" Concrete Walk	\$1,438.56
	Curb Ramp	\$3,990.00
	6" Conduit, Type F For Underdrain Outlets	\$480.00
	12" Conduit, Type C	\$3,360.00
	Manhole, No. 3	\$5,500.00
	Non-Tracking Tack Coat (0.055 Gal Per SY)	\$210.00
	Asphalt Concrete Surface Course, Type 1, 1.5" Thick	\$16,992.45
	Asphalt Concrete Intermediate Course, Type 2, 2.5" Thick	\$8,311.42
	8" Non-Reinforced Concrete Pavement	\$12,974.50
	Curb, Type 6	\$309.00
	Curb, Type 7	\$4,725.00
	12" Gate Valve	\$4,500.00
	Water Work, Misc.: Valve Box	\$385.00
	Conduit, Jacked or Drilled, 4"	\$4,015.00
	Stop Line	\$2,216.00
	Parking Lot Stall Marking	\$284.40
	Conduit, 4"	\$650.00
	Trench	\$61.60
	Prefabricated Modular Retaining Wall	\$7,920.00
	6" Drainage Pipe, Perforated	\$560.00
	Concrete Coping	\$23,167.60
	Work Zone Stop Line	\$39.00
	Guardrail, Type MGS	\$300.00
	15" Conduit, Type C	\$720.00
	Pavement Removed	-\$11,951.50

TOTAL **\$157,642.49**

(See Attached)

RECOMMENDED
FOR APPROVAL BY:


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

2/15/24
Date

Original Contract Amt	\$	5,906,737	56	REVIEWED BY:	Darren J. Schimmoeller, PE
Previous Changes (+ or -)	\$	80,356	64	DATE: 2024-02-02	Darren J. Schimmoeller
This Change (+ or --)	\$	157,642	49	SUBMITTED BY:	Mosser Construction
Adjusted Contract Amt	\$	6,144,736	69	DATE: 2-12-2024	

Digitally signed by Darren J. Schimmoeller
DN: cn=US, E=dj.schimmoeller@structurepoint.com,
OU=American Structurepoint, OU=Construction
Solutions, CN=Darren J. Schimmoeller
Date: 2024.02.02 08:07:48 -0500

Engineers Signature

Contractor's Signature

City of Sylvania, Ohio

The above proposal is hereby approved.

The above proposal is hereby approved.

Craig A. Stough, Mayor

Date

Toby Schroyer, Finance Director

Date



9a.

DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE DIRECTOR

February 20, 2024

To: The Mayor and Members of Sylvania City Council

Re: **REQUEST TO PARTICIPATE IN A JOINT COOPERATION AGREEMENT
ANGOLA, FRANKFORT, MCCORD, SILICA, AND SUMMIT RESURFACING**

Dear Mr. Mayor and Council Members:

The City has worked with the Lucas County Engineer for a joint agency Ohio Public Works Commission (OPWC) application.

Both agencies would like to resurface various roads and streets within their respective jurisdictions. The City project includes Silica Drive from 1200 ft. North of Convent Boulevard to Ten Mile Creek, Summit Street from Monroe Street to the Ohio-Michigan State Line, Maplewood Avenue from Main Street to Summit Street and Erie Street from Main Street to Summit Street.

The total cost of the project is estimated to be \$2,965,000. A breakdown among participants is as follows:

OPWC (33.7%)	\$999,205
City of Sylvania (13.35%)	\$395,944
Lucas County (52.95%)	<u>\$1,569,851</u>
Total	\$2,965,000

The project will be designed in 2024 and constructed in 2025. We recommend approval of the attached Joint Cooperation Agreement with the Lucas County Engineer for this project. Please call with any questions.

Sincerely,

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

96.

ORDINANCE NO. 18-2024

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO A JOINT COOPERATION AGREEMENT ON BEHALF OF THIS CITY OF SYLVANIA WITH THE BOARD OF LUCAS COUNTY COMMISSIONERS, RELATIVE TO THE ANGOLA, FRANKFORT, McCORD, SILICA AND SUMMIT RESURFACING PROJECT; APPROPRIATING \$395,944 FOR SAID PROJECT; AND DECLARING AN EMERGENCY.

WHEREAS, Lucas County and the City of Sylvania have previously entered into Joint Cooperation Agreements to facilitate efficient improvements that are located in both jurisdictions; and,

WHEREAS, this Joint Cooperation Agreement provides for resurfacing Silica Drive from 1200 feet north of Convent Boulevard to Ten Mile Creek, Summit Street from Monroe Street to the Ohio-Michigan State Line, Maplewood Avenue from Main Street to Summit Street and Erie Street from Main Street to Summit Street; and,

WHEREAS, the Director of Public Service, by report dated February 20, 2024, has recommended approval of the Joint Cooperation Agreement and indicated that it is estimated that the City's share of the project cost is \$395,944.

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 Angola, Frankfort, McCord, Silica, and Summit Resurfacing Project, a copy of which is attached hereto as "Exhibit A."

SECTION 2. That to provide funds for said improvements hereby authorized, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore appropriated to **Account No. 401-7610-53503 – Street Improvements**, the total sum of Three Hundred Ninety-Five Thousand Nine Hundred Forty-Four Dollars (\$395,944.00).

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 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, _____, 2024, 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

**ANGOLA, FRANKFORT, MCCORD, SILICA, AND
SUMMIT RESURFACING**

BETWEEN

CITY OF SYLVANIA

AND

LUCAS COUNTY

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

WITNESSETH

WHEREAS, the **COUNTY** and the **CITY** agreed to participate in a joint O.P.W.C. application for:

Locations:

The project is located in Lucas County, in Harding, Spencer and Sylvania Township and the City of Sylvania on the following roads:

Angola Rd (SR 295 to Crissey Rd);

Frankfort Rd (0.28 miles east of Schwamberger Rd to Irwin Rd);

McCord Rd (0.11 miles north of Central Ave to 0.06 miles south of Sylvania Ave),

Silica Dr (1200' N. of Convent Blvd to Tenmile Creek),

Summit St (Monroe St to Ohio-Michigan State Line),

Maplewood Ave (Main St to Summit St) and

Erie St (Main St to Summit St).

Scope of Work:

The work includes milling the existing asphalt pavement, performing spot full depth repairs, placing a two course asphalt concrete overlay (1 course for McCord), adjust manholes to grade, replace monuments, repairing disturbed driveways, shoulders brought to grade, replacement of pavement markings and RPMs and other related work.

Angola Road is 3.94 mi. of 2 lane, 21-24 foot wide pavement, some sections have 2-4' paved berm or stone berm.

Frankfort Road is 0.74 miles of 2 lane, 20.5 ft. asphalt pavement with 2-3' stone berm.

McCord Road is 0.77 mi. of 3 lane, 36-38 ft. asphalt pavement with 4 ft. paved berm and curb and gutter on each side.

Silica Drive is 0.33 mi. of 2 lane, 24 ft. asphalt pavement with curb on each side.

Summit Street is 0.69 mi. of 2 lane, 24 ft. asphalt pavement with curb on each side.

Maplewood Avenue is 0.06 mi. of 2 lane, 29 ft. asphalt pavement with curb on each side.

Erie Street is 0.07 mi. of 2 lane, 24.5 ft. asphalt pavement with curb on each side.

hereinafter referred to as **PROJECT**, and

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

WHEREAS, the **COUNTY** has received approval from the District 12 Integrating Committee for an O.P.W.C. Grant of \$499,603 and for a 10-year 0% interest Loan of \$499,602 for the **PROJECT**, and

WHEREAS, the **COUNTY** and **CITY** desire to conclude an agreement which will accomplish the design and construction of said **PROJECT**.

NOW, THEREFORE, the **COUNTY** and **CITY** 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 survey, detailed construction plans, and construction cost estimate for the **COUNTY** portion of the **PROJECT**.
2. The **CITY** will prepare the necessary survey, detailed construction plans, and construction cost estimate for the **CITY** portion of the **PROJECT**.
3. The **COUNTY** will provide for contract administration, advertising, bidding, and administer the construction work including inspection and testing for the **COUNTY** portion of the **PROJECT**.
4. The **CITY** will provide for contract administration, advertising, bidding, and administer the construction work including inspection and testing the **CITY** portion of the **PROJECT**.
5. Based on the **PROJECT** estimate, the initial **CITY** contribution and the **COUNTY** contribution to the **PROJECT** is now estimated at 13.35% and 52.95% respectively. When the actual **PROJECT** costs are finalized, the **COUNTY** will reconcile the actual **CITY** costs and loan repayment amount. The **COUNTY** will send an invoice to the **CITY** for their full project loan costs.
6. The **CITY**, as project manager for their portion of **the PROJECT**, will complete and send the O.P.W.C. Disbursement Forms to the **COUNTY** for its signatures and subsequent submittal to O.P.W.C. via the Work Wise Portal.

7. It is the intent of this Agreement that the **COUNTY** and **CITY** 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.
8. Due to the time lapse from when OPWC applications are made and actual project construction commences, both the **COUNTY** and the **CITY** understand that project bids may come in higher than the original project estimate and/or cost overruns may occur during project construction. As such both parties agree that the **COUNTY** will pay for overages on the County's portion of the **PROJECT** and **CITY** will pay for overages on the City's portion of the **PROJECT**.
9. Attached to this Agreement is the current estimate for the **PROJECT** which gives the approximate levels of participation for the **CITY** and **COUNTY** with the said Ohio Public Works Commission.

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

Mayor

Director of Finance

Date: _____

LUCAS COUNTY ENGINEER:

Mike Pniewski

Date: _____

Approved as to Form:

Asst. Lucas County Prosecutor

Date: _____

JCA- EXHIBIT A
FOR
ANGOLA ROAD, FRANKFORT ROAD, McCORD
ROAD, SILICA ROAD, SUMMIT STREET,
MAPLEWOOD AVENUE & ERIE STREET
RESURFACING
CITY OF SYLVANIA AND LUCAS COUNTY

	CITY	COUNTY	TOTAL
DESIGN	\$ 27,521	\$ 88,000	\$ 115,521
INSPECTION	\$ 19,264	\$ 68,000	\$ 87,264
TESTING	\$ -	\$ 9,000	\$ 9,000
CONSTRUCTION	\$ 550,415	\$ 2,202,000	\$ 2,752,415
BIDDING & ADVERTISING	\$ -	\$ 800	\$ 800
TOTAL	\$ 597,200	\$ 2,367,800	\$ 2,965,000
PROJECT SPLITS	20.14%	79.86%	100%

OPWC REQUEST (33.7%) = \$2,965,000 (0.337)= \$ 999,205

	CITY	COUNTY	TOTAL
IN-KIND	\$ 31,018	\$ 103,428	\$ 134,446
REVENUE	\$ 364,925	\$ 1,466,423	\$ 1,831,349
OPWC	\$ 201,256	\$ 797,949	\$ 999,205
TOTAL	\$ 597,200	\$ 2,367,800	\$ 2,965,000

CONTRIBUTIONS			
	CITY	COUNTY	TOTAL
DESIGN	\$ 18,246	\$ 58,344	\$ 76,590
INSPECTION	\$ 12,772	\$ 45,084	\$ 57,856
TESTING	\$ -	\$ 5,967	\$ 5,967
CONSTRUCTION	\$ 364,925	\$ 1,459,926	\$ 1,824,851
BIDDING & ADVERTISING	\$ -	\$ 530	\$ 530
TOTAL	\$ 395,944	\$ 1,569,851	\$ 1,965,795

OPWC CONTRIBUTION (33.7%)			
	CITY	COUNTY	TOTAL
DESIGN	\$ 9,275	\$ 29,656	\$ 38,931
INSPECTION (to County)	\$ 6,492	\$ 22,916	\$ 29,408
TESTING	\$ -	\$ 3,033	\$ 3,033
CONSTRUCTION	\$ 185,490	\$ 742,074	\$ 927,564
BIDDING & ADVERTISING	\$ -	\$ 270	\$ 270
TOTAL	\$ 201,256	\$ 797,949	\$ 999,205



10a.

DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE DIRECTOR

February 20, 2024

To: Mayor Stough and Members of Sylvania City Council

Re: Water Department SUV

Dear Mr. Mayor and City Council Members,

We received the attached quote from Grogan's Towne of Toledo to purchase a 2024 Dodge Durango in the amount of \$42,855. Upon purchase, it is our intent to transfer an existing 2010 Ford Explorer to the administrative fleet and sell an existing 2005 Chevy Impala.

This purchase follows the state term pricing program and was included in our 2024 capital budget. It will be purchased from the water account 701-7525-53401. Therefore, we request approval to purchase a 2024 Dodge Durango from Grogan's Towne of Toledo in the amount of \$42,855.

Please call if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kevin G. Aller".

Kevin G. Aller, P.E.

Director of Public Safety/Service

10b.

ORDINANCE NO. 19-2024

**AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO
ACCEPT THE PROPOSAL OF GROGAN'S TOWNE CHRYSLER FOR
THE PURCHASE OF ONE NEW 2024 DODGE DURANGO FOR THE
DEPARTMENT OF PUBLIC SERVICE, WATER DIVISION;
APPROPRIATING FUNDS THEREFORE IN THE AMOUNT OF \$42,855;
AND DECLARING AN EMERGENCY.**

WHEREAS, funds were included and authorized in the 2024 budget for the replacement of a 2010 Ford Explorer in the Department of Public Service, Water Division; and,

WHEREAS, the Director of Public Service, by report dated February 20, 2024, has received a proposal from Grogan's Towne Chrysler to provide one new 2024 Dodge Durango for a total cost of \$42,855 and has recommended approval of the proposal as this pricing meets the pricing established through the Ohio State Cooperative Purchasing Program.

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

SECTION 1. That the Mayor and the Director of Finance be, and they hereby are, authorized to sign the proposal of Grogan's Towne Chrysler on behalf of this City, thereby indicating such approval and acceptance for the provision of one new 2024 Dodge Durango for the Water Division, Department of Public Service.

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

SECTION 3. That, upon receipt of delivery of said vehicle by the City of Sylvania, the Director of Finance is hereby authorized to issue his warrant or warrants in payment therefore from the **WATER FUND** from funds therein not heretofore appropriated to **Account No. 701-7525-53401 – Vehicles**, the sum of Forty-Two Thousand Eight Hundred Fifty-Five Dollars (\$42,855.00).

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

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

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

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2024, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

2 DODGE 3 DURANGO SXT LAUNCH EDITION AWD

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.

MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL INCLUDING DEALER PREPARATION

Base Price: \$40,495

DODGE DURANGO SXT AWD
Exterior Color: White Knuckle Clear-Coat Exterior Paint
Interior Color: Black Interior Color
Interior: Cloth Bucket Seats with Shift Insert
Engine: 3.6L V6 24-Valve Pentastar® Engine with Stop/Start
Transmission: 8-Speed Automatic 650RE Transmission
STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)
FUNCTIONAL/SAFETY FEATURES

Advanced Multistage Front Air Bags
Supplemental Side Curtain Air Bags
Supplemental Front Seat-Mounted Side Air Bags
Driver Inflatable Knee-Bolster Air Bag
Electronic Stability Control
Heavy-Duty 4-Wheel Anti-Lock Disc Brakes
Rain-Brake Support
4-Wheel Traction Control
Blind-Spot and Cross-Peak Detection
Sport Mode

Selectable Steering Modes
ParkView® Rear Back-Up Camera
Front Door Passive Entry and Lock
Push-Button Start
Sentry Key® Theft Deterrent System
Tire Pressure Monitoring Display
Rear-Seat Reminder Alert
Capless Fuel-Fill
Compact Spare Tire
24.6-Gallon Fuel Tank

INTERIOR FEATURES
8-Way Power Driver and Manual Passenger Seats
4-Way Power Lumbar Adjustable Driver Seat
2nd-Row 80/40 Fold and Tumble Seat
Tungsten Interior Accent Stitch
Uconnect® 4 with 8.4-Inch Touch Screen Display
Apple CarPlay®
Google Android Auto™
6 Alpine® Speakers
Full Function Media Hub with 2 USB Plus Aux Port
Integrated Voice Command
SiriusXM® with 6-Month Radio Sub Call 800-643-2112
Steering-Wheel-Mounted Audio Controls
Perforated Leather-Wrapped Steering Wheel
Cloth Bucket Seats with Shift Insert
Air Conditioning with 3-Zone Automatic Temp Control
Luxury Front and Rear Floor Mats
7-Passenger Seating

EXTERIOR FEATURES

18-Inch x 8.0-Inch Painted Aluminum Wheels
265/60R18 BSW All-Season LRR Tires
Bi-Function LED Projector Headlamps
LED Daytime Running Headlamps
Heated Mirrors with Fold-Away
Bright Side Roof Rails
Integrated Roof Rail Crossbars

OPTIONAL EQUIPMENT

(May Replace Standard Equipment)
Customer Preferred Package 2BJ
ParkSense® Rear Park-Assist with Stop
Full-Speed Forward-Collision Warning Plus
Adaptive Cruise Control with Stop
Heavy-Duty Engine Cooling
Trailer Brake Controller
Class IV Receiver-Hitch

Destination Charge

\$1,595

TOTAL PRICE: * \$43,585

WARRANTY COVERAGE

3-year or 60,000-mile Powertrain Limited Warranty.
3-year or 36,000-mile Basic Limited Warranty.
Ask Dealer for a copy of the limited warranties or see your owner's manual for details.

**5 Year / 60,000 Mile
POWERTRAIN WARRANTY**

For more information visit: www.dodge.com
or call 1-800-4ADODGE

FCA US LLC

Fuel Economy and Environment

Gasoline Vehicle

Fuel Economy These estimates reflect new EPA methods beginning with 2017 models.

21 MPG
combined city/hwy
18 city
25 highway
4.8 gallons per 100 miles

You spend

\$2,500
in fuel costs
over 5 years
compared to the
average new vehicle.

Annual fuel COST

\$2,100

Fuel Economy & Greenhouse Gas Rating



Smog Rating



QR Code

This vehicle emits 436 grams CO2 per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also creates emissions: learn more at fuelconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and cost \$8,000 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$2.95 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fuelconomy.gov

Calculate personalized estimates and compare vehicles

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

★★★★

Frontal Crash

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

★★★★

Side Crash

Based on the risk of injury in a side impact.

★★★★

Rollover

Based on the risk of rollover in a single-vehicle crash.

★★★

Star ratings range from 1 to 5 stars (★★★★★) with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA)
www.safercar.gov or 1-888-327-4236

The safety ratings above are based on Federal Government tests of particular vehicles equipped with certain features and options. The performance of this vehicle may differ.

PARTS CONTENT INFORMATION

FOR VEHICLES IN THIS CARLINE:
U.S./CANADIAN PARTS CONTENT: 70%
MAJOR SOURCES OF FOREIGN PARTS CONTENT:

MEXICO : 19%

NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON-PARTS COSTS.

FOR THIS VEHICLE:

FINAL ASSEMBLY POINT:
DETROIT, MICHIGAN, U.S.A.
COUNTRY OF ORIGIN:
ENGINE: UNITED STATES
TRANSMISSION: UNITED STATES



VEHICLE PROTECTION
A PRODUCT OF FCA US LLC

Ask for Motor Vehicle Protection for your vehicle. We built it. We Beat It.

Assembly Point/Port of Entry: DETROIT, MICHIGAN, U.S.A.
VIN: 1C4-RD-JAG7PC-584685 (4-VOK 6038)



THIS LABEL IS ADDED TO THIS VEHICLE TO COMPLY WITH FEDERAL LAW. THE LABEL CANNOT BE REMOVED OR ALTERED PRIOR TO DELIVERY TO THE ULTIMATE PURCHASER.
* STATE AND/OR LOCAL TAXES IF ANY, LICENSE AND TITLE FEES AND DEALER SUPPLIED AND INSTALLED OPTIONS AND ACCESSORIES ARE NOT INCLUDED IN THIS PRICE. DISCOUNT, IF ANY, IS BASED ON PRICE OF OPTIONS IF PURCHASED SEPARATELY.



6100 N. Telegraph Rd.
TOLEDO, OHIO 43612
(419) 476-0761

6064 W. Central Ave.
TOLEDO, OHIO 43615
(419) 841-3505

STOCK NO.

D.O.B.

PURCHASER'S NAME Shawn Turner

EMAIL sturner@cityofsylvania.com DATE 02/08/2024

STREET ADDRESS 6730 Monroe St # 201

PHONE (419) 885-8950

CITY Sylvania

COUNTY Lucas

STATE OH

ZIP 43560

SALESPERSON Shane Lee-Byrne

ENTER MY ORDER FOR ONE

☐ NEW

☐ USED

☐ CAR

☐ TRUCK

☐ DEMONSTRATOR

☐ FACTORY OFFICIAL CAR

☐ RENTAL VEHICLE

AS FOLLOWS:

YEAR MAKE MODEL BODY TYPE COLOR TRIM

VIN TO BE DELIVERED ON OR ABOUT STOCK NO.

REMARKS: CASH PRICE OF VEHICLE \$

This Vehicle Worksheet is not a valid contract.

The vehicle order, signed by an authorized representative of the dealership, is the valid contract.

ACCEPTED BY PURCHASER

DATE 02/08/2024

SIGNED

PURCHASER



11a.

DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE DIRECTOR

February 20, 2024

To: Mayor Stough and Members of Sylvania City Council

Re: Sewer Department Pickup

Dear Mr. Mayor and City Council Members,

We received the attached quote from Dave White Chevrolet to purchase a 2024 Chevrolet Silverado 2500HD pickup in the amount of \$47,485. Upon purchase, it is our intent to sell an existing 2012 Ford F150 pickup.

This purchase follows the state term pricing program and was included in our 2024 capital budget. It will be purchased from the sewer account 702-7540-53405. Therefore, we request approval to purchase a 2024 Chevrolet Silverado 2500HD pickup from Dave White Chevrolet in the amount of \$47,485.

Please call if you have any questions.

Sincerely,

Kevin G. Aller, P.E.

Director of Public Safety/Service

ORDINANCE NO. 20-2024

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ACCEPT THE PROPOSAL OF DAVE WHITE CHEVROLET FOR THE PURCHASE OF ONE NEW 2024 CHEVROLET SILVERADO 2500HD PICKUP TRUCK FOR THE DEPARTMENT OF PUBLIC SERVICE, SEWER DIVISION; APPROPRIATING FUNDS THEREFORE IN THE AMOUNT OF \$47,485; AND DECLARING AN EMERGENCY.

WHEREAS, funds were included and authorized in the 2024 budget for the replacement of a 2012 Ford F150 pickup truck in the Department of Public Service, Sewer Division; and,

WHEREAS, the Director of Public Service, by report dated February 20, 2024, has received a proposal from Dave White Chevrolet to provide one new 2024 Chevrolet Silverado for a total cost of \$47,485 and has recommended approval of the proposal as this pricing meets the pricing established through the Ohio State Cooperative Purchasing Program.

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

SECTION 1. That the Mayor and the Director of Finance be, and they hereby are, authorized to sign the proposal of Grogan's Towne Chrysler on behalf of this City, thereby indicating such approval and acceptance for the provision of one new 2024 Chevrolet Silverado 2500HD pickup truck for the Sewer Division, Department of Public Service.

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

SECTION 3. That, upon receipt of delivery of said vehicle by the City of Sylvania, the Director of Finance is hereby authorized to issue his warrant or warrants in payment therefore from the **SEWER FUND** from funds therein not heretofore appropriated to **Account No. 702-7540-53405 – Equipment**, the sum of Forty-Seven Thousand Four Hundred Eighty-Five Dollars (\$47,485.00).

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

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

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

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2024, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date



Date/Time: 1/25/2024 10:14:16 AM

Buyer: Jeff Stasa
Home Phone: (419) 644-4565
Cell Phone: (419) 885-0469
Address: 6730 Sylvania Ave
Sylvania, OH 43560

Salesperson: Jacob Rhodes

2024 Chevrolet Truck Silverado 2500HD 2WD Reg Cab Work

Truck

No Photo
Available

MSRP/Retail	\$49,375.00
Selling Price	\$47,375.00
Rebate	0.00
Proc/Doc Fee	\$75.00
Lic/Fee	\$35.00
Total Taxes	0.00
Trade Allowance	0.00
Trade Payoff	0.00
Cash Down	0.00
Amount Financed	\$47,485.00

Handwritten: JH Stasa
2/9/2024

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

Save money with more down payment!

Lower BALANCE equals a lower monthly investment,

Less finance charges and a shorter trade cycle.

X

Customer Signature

Date

X

Manager Signature

Date

Order Details - Order #DGVFBT ⓘ



Customer Dealer

BAC Information

Contact Name
Contact Phone

DAN

Stock No.

Bid Assistance

1000

1000 dealer

Model/Order Information

Model Year 2024
Division Chevrolet
Distribution Entity RET Retail
Order Type TRE - Retail Stock
Allocation Group CHDREG
Model CC20903 - 2500HD Silverado: LWB, 2WD, Reg Cab Pickup
TPW
VIN
MSRP w/DFC \$49,375.00

2000

49,375
47,375

Vehicle Specifications

PEG 1WT - Work Truck Preferred Equipment Group
Color GAZ - Summit White
Trim H2G - 1WT-Vinyl, Jet Black, Interior Trim
Engine L8T - Engine: 6.6L, V-8, SIDI
Transmission MKM - 10-Speed Automatic
Emissions FE9 - Federal Emissions
Ordered Options

1WT - Work Truck Preferred Equipment Group
9L7 - Upfitter / Accessory Electrical Switches
AKO - Glass, Deep Tinted
AQQ - Keyless Remote Entry
AZ3 - Seats: Front 40/20/40 Split-Bench, Full Feature
BG9 - Floor Covering: Rubberized Vinyl, Black
C49 - Defogger, Rear Window, Electric
C7A - GVW Rating 10,000 Lbs
CGN - Chevytec Spray-on Liner
DD8 - ISRV Mirror, Electro-chromatic
DWI - Mirrors, O/S: Pwr Fold., Man. Ext., Heat, Turn Indicator
E63 - Durabed
FE9 - Federal Emissions
G80 - Auto Locking Differential, Rear
GAZ - Summit White
GT4 - Rear Axle: 3.73 Ratio

H2G - 1WT-Vinyl, Jet Black, Interior Trim
IOR - Chevrolet Infotainment, 7" Color Screen
K34 - Cruise Control
K47 - Heavy Duty Air Filter
KC4 - Cooler, Engine Oil
KI4 - 120 Volt Electrical Receptacle, In Cab
KNP - Transmission Cooling System
KW7 - Alternator, 170 AMP
L8T - Engine: 6.6L, V-8, SIDI
MKM - 10-Speed Automatic
PCV - 1WT Convenience 1 Package
PRF - 3 Years of Onstar Remote Access
PYN - Wheels: 17" Steel, Painted
QK1 - Standard Tailgate
QT5 - Tailgate Function-EZ Lift, Power Lock & Release
QXT - Tires: LT265/70 R17 All Terrain, Blackwall



12a.

DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE DIRECTOR

February 20, 2024

To: The Mayor and Members of Sylvania City Council

Re: **BENTBROOK ROAD, BURGESS ROAD, & LYNNHAVEN DRIVE RESURFACING**

Dear Mr. Mayor and Council Members:

The bidding documents for the above referenced projects are complete.

The scope of work includes milling and resurfacing the following residential roadways:

- Bentbrook Road
- Burgess Drive (between Lynnhaven Drive and McGregor Lane)
- Lynnhaven Drive

The estimated construction cost is \$258,915.

This is a programmed capital improvement expense for 2024 utilizing fund account 401-7610-53503. The Service Department will advertise for bids beginning on February 26, 2024 with an opening scheduled for March 18, 2024. Construction is scheduled to occur anytime June 1 thru August 15 to best align with Sylvania Schools summer break.

We would request that the Clerk of Council be authorized to advertise for bids.

Sincerely,

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

ORDINANCE NO. 21-2024**AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AN AGREEMENT, ON BEHALF OF THE CITY OF SYLVANIA, OHIO, WITH THE BOARD OF LUCAS COUNTY COMMISSIONERS, FOR THE PROVISION OF PUBLIC DEFENDER SERVICES TO THE SYLVANIA MUNICIPAL COURT FOR THE YEAR 2024; AND DECLARING AN EMERGENCY.**

WHEREAS, the Board of Lucas County Commissioners created a public defender commission to contract for public defender services for the legal representation of indigent persons; and,

WHEREAS, the City of Sylvania desires to be included within the plan for appointment of counsel in the Sylvania Municipal Court; and,

WHEREAS, since 2005, the City of Sylvania has contracted with the Board of Lucas County Commissioners to provide public defender services for the legal representation of indigent persons; and,

WHEREAS, Ordinance No. 74-2018, passed December 17, 2018, authorized the Mayor and Director of Finance to enter into an Agreement with the Board of Lucas County Commissioners for the provision of public defender services to the Sylvania Municipal Court for the year 2019 at a cost of \$24,600; and,

WHEREAS, Ordinance No. 102-2019, passed December 16, 2019, authorized the Mayor and Director of Finance to enter into an Agreement with the Board of Lucas County Commissioners for the provision of public defender services to the Sylvania Municipal Court for the year 2020 at a cost of \$12,900; and,

WHEREAS, Ordinance No. 83-2020, passed October 5, 2020, authorized the Mayor and Director of Finance to enter into an Agreement with the Board of Lucas County Commissioners

for the provision of public defender services to the Sylvania Municipal Court for the year 2021 at a cost of \$12,150; and,

WHEREAS, Ordinance No. 72-2021, passed November 15, 2021, authorized the Mayor and Director of Finance to enter into an Agreement with the Board of Lucas County Commissioners for the provision of public defender services to the Sylvania Municipal Court for the year 2022 at a cost of \$11,250; and,

WHEREAS, Ordinance No. 108-2022, passed December 19, 2022, authorized the Mayor and Director of Finance to enter into an Agreement with the Board of Lucas County Commissioners for the provision of public defender services to the Sylvania Municipal Court for the year 2023 at a cost of \$12,300; and,

WHEREAS, the Director of Law has received the proposed Agreement with the Board of Lucas County Commissioners for the provision of Public Defender services to the Sylvania Municipal Court for the year 2024; and,

WHEREAS, the proposed Agreement provides that the City will pay \$10,350 for public defender services for 2024.

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

SECTION 1. That the Mayor and Director of Finance be, and they hereby are authorized to enter into Agreements with the Board of Lucas County Commissioners, in the form and substance of "Exhibit A" this Council hereby agreeing to appropriate the necessary funds for payment required under said Agreement.

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

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

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the Agreement should be authorized immediately so that indigent defendants appearing in Sylvania Municipal Court can continue to receive Public Defender services. 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, _____, 2024, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

AGREEMENT

This Agreement is made this _____ day of _____, 20____ by and between the Lucas County Public Defender Commission and the City of Sylvania.

WHEREAS, the Board of Lucas County Commissioners (hereinafter referred to as "the County") has created a Public Defender Commission pursuant to Ohio Revised Code Section 120.13; and

WHEREAS, the Lucas County Public Defender Commission (hereinafter referred to as "LCPDC") pursuant to Sections 120.04 and 120.13 of the Ohio Revised Code, may contract for public defender services for the legal representation of indigent persons; and

WHEREAS, the City of Sylvania desires public defender services for every Monday 8:30 a.m. to 12:30 p.m. with one staff or contract attorney plus intern support; one attorney from 1:00 p.m. to 2:00 p.m. every Monday; and Wednesday 8:30 a.m. to 4:30 p.m. with one staff attorney, one contract attorney, and intern support.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. That this contract will be in effect from January 1, 2024 to December 31, 2024.
2. The City of Sylvania will pay "the County" Ten Thousand Three Hundred and 50/100 Dollars (\$10,350.00) for 2024. The City of Sylvania shall deposit with Lucas County the annual contracted amount in February, 2024 to cover the necessary expenses and cost of counsel to represent indigent persons charged with a violation of municipal ordinances of the City of Sylvania and for which the penalty or possible adjudication includes the potential loss of liberty. This legal representation could include providing representation to indigent persons charged with traffic offenses arising out of a violation of the municipal ordinances of the City of Sylvania, other than minor misdemeanors, for which the penalty or any possible adjudication includes the potential loss of liberty. Representation commenced under this section shall continue through all trial court proceedings and probation violation hearings.
3. No provisions of this contract prohibit the public defenders from withdrawing from a case due to a conflict of interest recognized by a court due to a finding of the client's financial ineligibility for services, or due to the attorney's excessive workload as determined pursuant to rule 120-1-07 of the Administrative Code. No provisions of this contract prohibit the public defenders from withdrawing from a case due to other conflicts of interest that may arise. It is anticipated that a conflict of interest for an individual public defender does not necessarily mean that representation cannot continue through a different public defender. The reassignment of a case to a different public defender shall not be

considered a new appointment for the purposes of identifying the number of cases referred. In the event that a conflict of interest does exist which prevents representation by the public defenders then the Court shall assign a private attorney to represent the indigent client.

4. The Lucas County Public Defender Commission (LCPDC) agrees that it could require the public defender to furnish, upon request, to the City, on a quarterly basis, a list of criminal charges filed. Said list shall include the names of the indigents for whom representation was provided, the violation or violations with which the indigent had been charged, and the Municipal Court case number of said charges.

5. The LCPDC, at the City's request, agrees to review the public defender operations and budget with the City.

6. It is further agreed that the contract shall be reviewed each year after July 1 and after October 1 in light of any standards that may be imposed by the State Public Defender Commission and to determine whether the advances called for under the contract are sufficient or insufficient for the purpose intended.

7. The City of Sylvania and the Judge of the Sylvania Municipal Court agree to coordinate Public Defender days for the Sylvania Municipal Court with the Judges of the Maumee and Oregon Municipal Courts and the Toledo Legal Aid Society.

8. The Sylvania Municipal Court agrees to furnish the LCPDC its latest completed annual report with a breakdown of cases by jurisdiction, which may be used as a factor for future public defender contracts.

9. All reimbursement to the City of Sylvania from the Lucas County Commissioners shall be pursuant to the provisions under the Ohio Revised Code and the percentage established by the State Public Defender's Office.

10. Future contracts between LCPDC and the City of Sylvania may be by a contractual amount or a fee schedule, however, in either event the payment shall not exceed the fee schedule in effect and adopted by the Lucas County Commissioners.

11. This Agreement shall provide for conformity with the standards of indigency and other rules and standards established by the Ohio Public Defender Commission and the State Public Defender.

12. Pursuant to OAC 120-1-72 (7), this contract provides that the Toledo Legal Aid Society shall compensate its staff employees, subcontractors and retained forensic experts at rates commensurate with

their training, experience and responsibilities, and compensation paid to persons doing similar work in public agencies in the jurisdiction.

CITY OF SYLVANIA, OHIO

**LUCAS COUNTY PUBLIC DEFENDER
COMMISSION**

By: _____
Mayor

Jeffrey J. Madrzykowski, Chairman
On behalf of the entire Lucas County
Public Defender Commission

By: _____
Director of Finance

By: _____
Director of Law

**APPROVED BY THE BOARD OF
COUNTY COMMISSIONERS,
LUCAS COUNTY, OHIO**
Resolution Number _____

Adopted _____

APPROVED AS TO FORM
Julia R. Bates, Prosecuting Attorney

By: _____
Assistant Prosecuting Attorney

Date: _____

Board of Architectural Review

Minutes of the regular meeting of February 14, 2024. Mr. Schaaf called the meeting to order.

Acting Secretary, Timothy Burns, took the roll call. Members present: Kate Fischer, Carol Lindhuber, Ken Marciniak and Jeff Schaaf. (4) present. Mayor Craig Stough, excused.

Ms. Lindhuber moved, Ms. Fischer seconded to approve the Minutes of the January 10, 2024, meeting as submitted. Vote being: Lindhuber, Fischer, Marciniak and Schaaf (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

Item 3 – Regulated Sign – app. no. 4-2024 requested by Sedeek Almadrahi for Purple Haze Smoke and Vape, LLC, 5131 Main Street, Sylvania, Ohio 43560. Application is for three window signs and exterior lighting (window accent).

No representation for Purple Haze was present.

Ken Marciniak commented that the signs and window lighting were installed prior to obtaining approval by the Board of Architectural Review and without. He added that he has received complaints in regards to both the signs and the lighting of the store.

Mr. Marciniak also commented about a previous (Board of Architectural Review) meeting regarding wall signs that have been denied for the Southbriar complex as well as the specific sign that exists above the Purple Haze Vape Shop (old computer store signage). He noted several years ago that an approval was made for this facility; and that at the same time the Board recommended to no longer accept signs for this facility that do not meet the sign code.

Mr. Burns said he contacted the owner of Purple Haze after receiving a complaint about the signs and the lighting of the store. He said that he contacted the owner and that he has worked with them on removing many of the window signs, as well as dimming the lighting, and also putting an end to the lights blinking and changing colors.

More discussion took place amongst the members.

Mr. Burns added that the current wall sign on the building, which is shown on one of the pictures (installed with duct tape), is not part of this application. He said that a separate application (Number 6-2024) was submitted for that sign and that the signage was denied as it does not meet the zoning code.

Ms. Fischer moved, Ms. Lindhuber seconded, to approve the three window signs (“Open Vapor”, “Kratom” and “Open”) as shown in the picture submitted with the application, with the limitations of the brightness and non-blinking no changing color restrictions as discussed at the meeting, and with the stipulation that the lighting around the windows be removed. Vote being: Lindhuber, Fischer and Schaaf (3) aye; Marciniak (1) nay. Motion passed by a 3 to 1 vote.

Item 4 – Building Review – app. no. 5-2024 requested by Roger Davenport for RLKD/Roger Davenport, 5435 Alger Drive, Sylvania, Ohio 43560. Application is for a new 60' x 60' garage/storage facility.

Board of Architectural Review
Minutes of February 14, 2024
Page 2

Mr. Davenport was present and presented samples of the colors that will be used for the siding (driftwood) and roof (charcoal) of the new building.

Design is within the limits of the Sylvania Code.

Mr. Marciniak moved, Ms. Lindhuber seconded, to approve the design shown in the drawing submitted with the application. Vote being: Lindhuber, Fischer, Marciniak and Schaaf (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

Item 5 – Regulated Sign – app. no. 7-2024 requested by Jeffrey and Constance Howald for Memory Transfers, 5726 W. Alexis Road, Sylvania, Ohio 43560. Application is for a new monument.

Mr. and Mrs. Howald were present.

Sign is within the limits of the Sylvania Sign Code.

Ms. Lindhuber moved, Mr. Marciniak seconded, to approve the sign shown in the drawing submitted with the application. Vote being: Lindhuber, Fischer, Marciniak and Schaaf (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

Item 6 – Regulated Sign – app. no. 8-2024 requested by Jeffrey Howald for Essential Skin Care, 5740 W. Alexis Road, Sylvania, Ohio 43560. Application is for a new monument sign.

Mr. and Mrs. Howald were present.

Sign is within the limits of the Sylvania Sign Code.

Ms. Fischer moved, Mr. Marciniak seconded, to approve the sign shown in the drawing submitted with the application. Vote being: Lindhuber, Fischer, Marciniak and Schaaf (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

Item 7 – Regulated Sign – app. no. 9-2024 requested by Scott Burns for Black Rose Cigar Lounge, 5529 Harroun Road, Sylvania, Ohio 43560. Application is for a new wall sign.

Mr. Burns was present.

Sign is within the limits of the Sylvania Sign Code.

Mr. Marciniak moved, Ms. Lindhuber seconded, to approve the sign shown in the drawing submitted with the application. Vote being: Lindhuber, Fischer, Marciniak and Schaaf (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

Board of Architectural Review
Minutes of February 14, 2024
Page 3

Item 8 – Regulated Sign – app. no. 10-2024 requested by Scott Burns for Solis Studio, 6419 Monroe Street, Sylvania, Ohio 43560. Application is for panel replacement in an existing monument sign and a new wall sign.

Mr. Burns was present.

Signs are within the limits of the Sylvania Sign Code.

Ms. Lindhuber moved, Ms. Fischer seconded, to approve the signs shown in the drawing submitted with the application. Vote being: Lindhuber, Fischer, Marciniak and Schaaf (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

Item 9 – Regulated Sign – app. no. 11-2024 requested by Scott Burns for Finding You Psychotherapy and Yoga, 6423 Monroe Street, Sylvania, Ohio 43560. Application is for panel replacement in an existing monument sign and a new wall sign.

Mr. Burns was present.

Signs are within the limits of the Sylvania Sign Code.

Ms. Fischer moved, Ms. Lindhuber seconded, to approve the signs shown in the drawing submitted with the application. Vote being: Lindhuber, Fischer, Marciniak and Schaaf (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

Item 10 – Regulated Sign – app. no. 12-2024 requested by Jeff Prymas of Gardner Signs for Risk Strategies, 5520 Monroe Street, Sylvania, Ohio 43560. Application is for two panel replacements in an existing monument sign and a replacement wall sign.

A representative for Gardner Signs was present.

Sign is within the limits of the Sylvania Sign Code.

Ms. Lindhuber moved, Ms. Fischer seconded, to approve the sign shown in the drawing submitted with the application. Vote being: Lindhuber, Fischer, Marciniak and Schaaf (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

Ms. Lindhuber moved, Ms. Fischer seconded to adjourn the meeting. All present voted aye. Meeting adjourned.

Submitted by,



Timothy Burns, Acting Secretary
Municipal Planning Commission

B

Sylvania Municipal Planning Commission

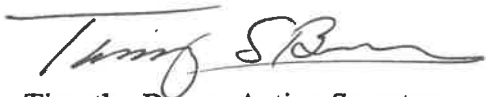
Minutes of the regular meeting of February 14, 2024. Mr. Schaaf called the meeting to order.

Acting Secretary, Timothy Burns, took the roll call Members present: Kate Fischer, Carol Lindhuber, Ken Marciniak and Jeff Schaaf. (4) present. Mayor Craig Stough, excused.

Ms. Lindhuber moved, Ms. Fischer seconded to approve the Minutes of the January 10, 2024, meeting as submitted. Vote being: Lindhuber, Fischer, Marciniak and Schaaf (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

Ms. Fischer moved, Ms. Lindhuber seconded to adjourn the meeting. All present voted aye. Meeting adjourned.

Submitted by,

A handwritten signature in black ink, appearing to read "Timothy Burns", written over a horizontal line.

Timothy Burns, Acting Secretary
Municipal Planning Commission