

Sylvania City Council

April 21, 2025

7:30 p.m. Council Meeting

Agenda

1. Roll call: Mr. Hansen, Mr. Haynam, Mr. McCann, Mr. Murphy, 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 April 7, 2025.
5. Proposed Ordinance No. 51-2025, Authorizing 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 2025.
6. Water Storage Tank Maintenance - Dixon Engineering, Inc.
 - a. Service Director's letter recommending engineering services agreement.
 - b. Proposed Ordinance No. 52-2025, Accepting the proposal of Dixon Engineering, Inc. to provide engineering services for necessary improvements to the City's Water Storage Tanks
7. Proposed Resolution No. 10-2025, a Resolution of the Council of the City of Sylvania supporting the 10-Year, 1.4 Mill Replacement Levy for the Metropolitan Park District of the Toledo area.
8. Plan Commission's recommendation on Petition for Zoning Amendment Application No. SUP-1-2025 from KIF Properties Ltd. for 5834 Monroe Street, Suite M-N, to change existing restaurant (B-4 Shopping Center District) into Crossview Community Church (B-4 with Special Use). (Set Public Hearing for June 2, 2025)
9. Committee reports.
10. Committee referrals.

INFORMATION

- A. Board of Architectural Review meeting minutes from April 16, 2025.
- B. Municipal Planning Commission meeting minutes from April 16, 2025.

Minutes of the Meeting of Council
April 7, 2025

4

The Council of the City of Sylvania, Ohio met in regular session on April 7, 2025 at 7:30 p.m. with Mayor Frye in the chair. Roll was called with the following members present: Marcus Hansen, Doug Haynam, Brian McCann, Shawn Murphy, Patrick Richardson (excused), Lyndsey Stough, Mary Westphal; (6) present; (1) absent.

Roll call:
6 present,
1 absent.

Pledge of Allegiance to the United States of America led by Ms. Stough.

Pledge of
Allegiance.

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

No additions to the agenda.

Additions to the
agenda.

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

Agenda approval.

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

Mrs. Westphal presented the March 17, 2025 regular meeting minutes. Mrs. Westphal moved, Ms. Stough seconded, that since the Mayor, members of Council, and others had been furnished copies of these minutes prior to this meeting, Council dispense with the reading of these minutes at this time, and the journal of the minutes of the regular meeting of March 17, 2025 be approved; roll call vote being: Hansen, McCann, Westphal, Stough, Murphy, Haynam; (6) yeas; (0) nays. The motion carried.

Approval of
March 17, 2025
Council meeting
minutes.

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

Matt Killam, Chief External Relations Officer from the Metroparks, gave a brief presentation on the upcoming 1.4 mils Operating Levy that will be on the May 6, 2025 ballot. City Council was then asked for their endorsement of the levy. The Metroparks was asked to provide City Administration with their financial statements in order to prepare legislation endorsing the levy.

Presentation on
Metroparks
Operating Levy.

Mrs. Westphal moved, Mr. Haynam seconded to have City Administration prepare legislation endorsing the Metroparks Operating Levy after receiving their financial statements; roll call vote being: McCann, Hansen, Stough, Haynam, Westphal, Murphy; (6) yeas; (0) nays. The motion carried.

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

Mr. McCann presented and read aloud by title only, proposed Ordinance No. 46-2025, "Authorizing the Mayor and Director of Finance, on behalf of the City of Sylvania, to enter into a 3-Year Collective Bargaining Agreement commencing January 1, 2025, with the Fraternal Order of Police/Ohio Labor Council, on behalf of the Sylvania Police Clerks; and declaring an emergency"; Mr. McCann moved, Mrs. Westphal seconded for passage of Ordinance No. 46-2025 as an emergency measure; roll call vote being: Haynam, McCann, Murphy, Stough, Hansen, Westphal; (6) yeas; (0) nays. The motion carried.

Ordinance No.
46-2025, "... 3-
year Collective
Bargaining...
Police Clerks..."

Minutes of the Meeting of Council
April 7, 2025

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

Service Director's letter recommending contract award was placed on file. Ms. Stough presented and read aloud by title only, proposed Ordinance No. 47-2025, "Accepting the bid of Freedom Roofing, Windows and Siding, LLC and awarding the contract for the Pumping Station Roof Replacements to same; authorizing the expenditures for the improvements in the amount of \$69,734; appropriating funds therefore; and declaring an emergency"; Ms. Stough moved, Mr. Murphy seconded for passage of Ordinance No. 47-2025 as an emergency measure; roll call vote being: Haynam, Murphy, Stough, McCann, Hansen, Westphal; (6) yeas; (0) nays. The motion carried.

Ordinance No.
47-2025, "...
Freedom
Roofing...
Pumping Station
Roof
Replacements..."

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

Service Director's letter requesting contract modification approval was placed on file. Mr. Hansen presented and read aloud by title only, proposed Ordinance No. 48-2025, "Authorizing the Mayor and Director of Financing to approve the Amendment to the City's Agreement with Fishbeck to provide additional professional engineering services for the Elden Ditch Watershed (Phase 3) Project; increasing the proposal amount by \$4,378; appropriating funds therefore; and declaring an emergency"; Mr. Hansen moved, Mr. Haynam seconded for passage of Ordinance No. 48-2025 as an emergency measure; roll call vote being: Haynam, Westphal, McCann, Murphy, Stough, Hansen; (6) yeas; (0) nays. The motion carried.

Ordinance No.
48-2025, "...
Fishbeck...
Elden Ditch
Watershed
(Phase 3) ..."

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

Service Director's letter requesting authorization to participate in this system was placed on file. Mrs. Westphal presented and read aloud by title only, proposed Ordinance No. 49-2025, "Authorizing the Mayor and Director of Financing to enter into an agreement with the Lucas County Emergency Management Agency for the City of Sylvania's participation in the Lucas County Alert System; appropriating funds therefore in the amount not to exceed \$3,200; appropriating funds therefore; and declaring an emergency"; Mrs. Westphal moved, Mr. Hansen seconded for passage of Ordinance No. 49-2025 as an emergency measure; roll call vote being: Haynam, Westphal, McCann, Murphy, Stough, Hansen; (6) yeas; (0) nays. The motion carried.

Ordinance No.
49-2025, "...
LCEMA... Alert
System..."

Minutes of the Meeting of Council
April 7, 2025

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

Mrs. Westphal presented and read aloud by title only, proposed Ordinance No. 50-2025, "Authorizing the Mayor and Director of Finance to enter into an Agreement the Lucas County Board of Commissioners; and declaring an emergency"; Mrs. Westphal moved, Ms. Stough seconded for passage of Ordinance No. 50-2025 as an emergency measure; roll call vote being: Haynam, McCann, Murphy, Stough, Hansen, Westphal; (6) yeas; (0) nays. The motion carried

Ordinance No.
50-2025, "...
Agreement with
LC Board of
Commissioners
..."

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

Mr. Haynam moved, Mr. McCann seconded to refer Petition for Zoning Amendment Application No. SUP-1-2025 from KIF Properties Ltd. For 5834 Monroe Street, Suite M-N, to change existing restaurant (B-4 Shopping Center District) into Crossview Community Church (B-4 with Special Use) to the Planning Commission for review and recommendation; roll call vote being: Murphy, Hansen, Westphal, Stough, Haynam, McCann; (6) yeas; (0) nays. The motion carried.

SUP-1-2025
Referred to Plan
Commission.

Mayor Frye stated all agenda items have been addressed.

Mrs. Westphal moved, Mr. McCann seconded to adjourn at 8:30 p.m. Roll call vote being: Murphy, Hansen, McCann, Stough, Westphal, Haynam; (6) yeas; (0) nays.

Adjournment.

Clerk of Council

Mayor

ORDINANCE NO. 51-2025

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 2025; 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, Ordinance No. 21-202, passed December 16, 2024, 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 2024 at a cost of \$10,350; 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 2025; and,

WHEREAS, the proposed Agreement provides that the City will pay \$4,200 for public defender services for 2025.

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, _____, 2025, 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 4:30 p.m. with three Assistant Public Defenders; every Wednesday 8:30 a.m. to 4:30 p.m. with three Assistant Public Defenders; and every Friday with one Assistant Public Defender from 8:30 a.m. to 12:00 p.m.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. That this contract will be in effect from January 1, 2025 to December 31, 2025.
2. The City of Sylvania will pay "the County" Four Thousand Two Hundred and 00/100 Dollars (\$4,200.00) for 2025. The City of Sylvania shall deposit with Lucas County the annual contracted amount in June 2025 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: _____



DEPARTMENT OF PUBLIC SERVICE
JOSEPH E. SHAW, P.E., P.S., DIRECTOR

April 21, 2025

To: The Mayor and Members of Sylvania City Council

Re: **Water Storage Tank Maintenance – Dixon Engineering, Inc.**
Design Engineering, Bidding Phase Assistance, and Construction Engineering

Dear Mr. Mayor and Council Members:

The Service Department has three (3) water storage tanks in our distribution system that receive scheduled inspections by our water storage tank engineer, Dixon Engineering, Inc. We have a 500,000-gallon elevated storage tank in Burnham Park, a 500,000-gallon ground storage tank at our Brint Road pumping station, and a 2,000,000-gallon elevated tank in Fossil Park. Our tanks were last inspected in the Spring of 2024.

As a part of those inspections there were several items recommended to be addressed ahead of tank painting projects to meet with Ohio Environmental Protection Agency (OEPA) requirements. Enclosed is a summary of each tank and the scope of work to be performed to achieve compliance ahead of painting. Painting is currently scheduled in our 5-year capital improvement plan in 2028 and 2029.

Dixon has prepared an engineering services agreement to prepare the necessary engineered drawings and specifications for contractor bidding in the amount of \$11,000. Their scope of work also will include bidding phase assistance and construction phase services including inspections of all completed work.

This project was included in our 2025 budget with funds to be provided from the 701-7525-53501 account. We recommend the engineering services agreement with Dixon Engineering, Inc. from Medina, Ohio in the amount of \$11,000. Please call with any questions.

Sincerely,

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

leb.

ORDINANCE NO. 52-2025

**ACCEPTING THE PROPOSAL OF DIXON ENGINEERING, INC. TO
PROVIDE ENGINEERING SERVICES FOR NECESSARY
IMPROVEMENTS TO THE CITY'S WATER STORAGE TANKS;
APPROPRIATING FUNDS THEREFORE IN THE AMOUNT OF \$11,000;
AND DECLARING AN EMERGENCY.**

WHEREAS, last Spring, Dixon Engineering, Inc. inspected the City's three water storage tanks and recommended several items on each tank be addressed to comply with Ohio Environmental Protection Agency requirements prior to the water tank painting project in 2028 and 2029; and,

WHEREAS, the 2 million gallon tank needs gaskets on the wet interior roof hatches outside the roof handrail as well as the threaded sample tap on the fill/draw pipe replaced with a smooth ended sample tap; the 500,000 gallon tank at Burnham Park requires a gasket on the wet interior roof hatch, deflector bars at the end of the fill/draw pipe in the wet interior, a sample tap on the fill/draw pipe and the overflow pipe has to be modified so that the discharge points downward; and the 500,000 gallon reservoir at Main Street needs a circular handrail installed on the roof as well as a painter's railing on the roof around the new handrail, the roof vent must be replaced with a pressure vacuum vent, a vandal guard installed on the exterior ladder and the threaded sample tap should be replaced with a smooth ended sample tap; and,

WHEREAS, the Director of Public Service, in a report dated April 21, 2025, has recommended that the proposal of Dixon Engineering, Inc. to provide engineered drawings and specifications for contractor bidding for the work outlined above, at a cost of Eleven Thousand Dollars (\$11,000.00), be accepted.

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

2

500,000 Gallon Reservoir (Main Street)

RECOMMENDATIONS (PRIORITY WORK TO MEET OHIO EPA REQUIREMENTS):

The Ohio EPA may allow some of the required changes to be delayed until the next paint project. These items are listed as priority work since they are currently out of compliance.

1. Install a circular handrail on the roof to meet current Ohio EPA requirements. Install a painter's railing on the roof around the new handrail. .
2. Replace the roof vent with a pressure vacuum vent to meet current Ohio EPA requirements.
3. Install a vandal guard on the exterior ladder to meet current Ohio EPA requirements.
4. Replace the threaded sample tap on the fill pipe with a smooth ended sample tap to meet current Ohio EPA requirements.



789 Lafayette Rd
Medina, OH 44256
Telephone: (330) 983-0062
Fax: (330) 725-0512

**AGREEMENT BETWEEN OWNER AND DIXON
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of: _____ ("Effective date") between **City of Sylvania, Ohio** ("Owner") and Dixon Engineering, Inc. of Lake Odessa, Michigan (DIXON).

IN WITNESS WHEREOF, the ("Owner") and ("DIXON") have executed this Agreement. The Owner's Project, of which DIXON's Services under this Agreement are a part, is generally identified as follows: **Phase 2 (Design), Phase 3 (Bidding), Phase 4 (Construction) services for the 2,000,000 Gallon Composite (Fossil Park), the 500,000 Toroellipse (Burnham Park) and the 500,000 Gallon Reservoir (Main Street)** ("Project").

Other terms used in this Agreement are defined in EXHIBIT GP and EJCDC C-700-18®, Standard General Conditions of the Construction Contract, incorporated by reference into this Agreement.

This service fee is not to exceed **\$11,000**. (Total calculated in Attachment C-1 shall govern in the event of a conflict). DIXON will honor this fee for a period of 6 months from the Proposal Date (below) after which time an adjustment to this fee may be necessary. If Engineer signs the Agreement after 6 months and DIXON determines no price adjustment is required, and signs Proposal as an Agreement, then this Agreement is valid.

Proposals / Agreement Signatures

Shannon Vidika, Project Manager

March 25, 2025

PROPOSED by DIXON (Not a contract until approved by Project Manager or Officer)

PROPOSAL DATE

CONTRACT APPROVED BY OWNER	POSITION	DATE
Co SIGNATURE (if required)	POSITION	DATE
Co SIGNATURE (if required)	POSITION	DATE
AGREEMENT APPROVED by DIXON	POSITION	DATE

With the execution of this Agreement, DIXON and Owner shall designate specific individuals to act as DIXON's and Owner's representatives with respect to the services to be performed or furnished by DIXON and responsibilities of Owner under this Agreement, said individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

Designated Person: Public Service Director Joe Shaw

Address for Owner's receipt of notices:

City of Sylvania

6730 Monroe Street

Sylvania, OH 43560

Email: jshaw@cityofsylvania.com

Designated Person: Shannon Vidika

Address for DIXON's receipt of notices:

Dixon Engineering, Inc.

789 Lafayette Rd

Medina, OH 44256

Email: shannonvidika@dixonengineering.net

Agreement
Exhibits: A, C, E, GP, IR

Owner: City of Sylvania, OH
Tank No: 35-48-09-03 (Fossil Park)
35-48-09-01 (Burnham Park)
35-48-09-02 (Main Street)

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Any notice required under this Agreement shall be in writing, addressed to the Designated Contract Person at its address on this signature page, or given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices be shall effective upon the date of receipt.

Agreement
Exhibits: A, C, E, GP, IR

Owner: City of Sylvania, OH
Tank No: 35-48-09-03 (Fossil Park)
35-48-09-01 (Burnham Park)
35-48-09-02 (Main Street)

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Owner and DIXON further agree as follows:

ARTICLE 1 SERVICES OF DIXON

1.01 DIXON shall provide or cause to be provided:

- A. Contract and Project Management (Basic) Services: EXHIBIT A Part 1
- B. Resident Project Representative (RPR): EXHIBIT A Part 1
- C. Antenna Services: EXHIBIT B
 - 1. If antennas interfere or add costs to the Project a review of services in Exhibit B is required. DIXON will perform these services that can be completed by the Owner. In most antenna contracts the fees for these services are back chargeable to the antenna carrier. The responsible party must be assigned to Exhibit B.
- D. Other Services: Services beyond the scope of Exhibit A are Additional Services.

ARTICLE 2 OWNER'S RESPONSIBILITIES

2.01 Owner shall provide or cause to be provided:

- A. Responsibilities set forth in Exhibit A, Part 1, Section C of each Phase.
- B. The Owner shall arrange for safe access to and make all provisions for DIXON to enter upon public and private property as required for DIXON to perform services under the agreement.

ARTICLE 3 SCHEDULE FOR RENDERING SERVICES

3.01 Commencement:

- A. DIXON is authorized to begin rendering services as of the Effective Date or mutually agreeable date.
- B. DIXON shall complete its obligations within a reasonable time. If a specific period for rendering services, or specific dates by which services are to be completed are required, the dates are provided in Exhibit A, and are hereby agreed to be reasonable.

ARTICLE 4 INVOICES AND PAYMENTS – PER EXHIBIT C

ARTICLE 5 OPINIONS OF COST – GENERAL PROVISIONS PER EXHIBIT GP

ARTICLE 6 GENERAL PROVISIONS PER EXHIBIT GP

ARTICLE 7 DEFINITIONS

- A. Whenever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the same meaning indicated in the Construction Contract Documents, EJCDC C-700 18.
- B. Additional definitions pertinent to invoicing or payment can be found in Exhibit C.

ARTICLE 8 EXHIBITS AND SPECIAL PROVISIONS

- A. EXHIBITS Included:
 - 1. EXHIBIT A, DIXON's Services and Owner's Responsibilities.
 - 2. EXHIBIT B, Antenna Services to be performed by DIXON or Owner.
 - 3. EXHIBIT C, Basis of Fees, Invoicing, and Payment Matters.
 - 4. EXHIBIT C, Attachments C-1, and C-2.
 - 5. EXHIBIT E, Electronic Documents Protocol (EDP).
 - 6. EXHIBIT GP, General Provisions from the Agreement and Exhibits.
 - 7. EXHIBIT IR, Insurance Requirements and Limits of Liability.

Agreement
Exhibits: A, C, E, GP, IR

Owner: City of Sylvania, OH
Tank No: 35-48-09-03 (Fossil Park)
35-48-09-01 (Burnham Park)
35-48-09-02 (Main Street)

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- B. EXHIBITS to be added as needed:
 - 1. EXHIBIT J, Special Provisions. Services added at/before Effective date (included in original Agreement sometimes referred to as an Addendum).
 - 2. EXHIBIT K, Amendment to Owner-DIXON Agreement for Services added or changed after effective date of this Agreement or for clarification if requested.
- C. EXHIBITS D, F, and H from EJCDC merged with other EXHIBITS or not used.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.00 Miscellaneous Provisions are items that pertain to the legal terms of this Agreement. All General Provisions from Article 6 are in Exhibit GP. General Provisions are those Provisions that refer mostly to services that result from this Agreement and subsequent Task Orders. (The General Provisions relate to the Work to be performed as opposed to these Miscellaneous Provisions which relate to Contract formation.)

9.01 Survival:

- A. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

9.02 Severability:

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and DIXON, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.03 Successors, Assigns, and Beneficiaries:

- A. Owners and DIXON are hereby bound, and the successors, executors, administrators, and legal representatives of Owner and DIXON are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be constructed to create, impose, or give rise to any duty owed by Owner or DIXON to any Contractor, other third-party individual or entity, or to any surety for or employee of any of them and not for the benefit of any other party.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and DIXON and not for the benefit of any other party.

9.04 Waiver:

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.

9.05 Accrual of Claims:

- A. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

9.06 DIXON's Certifications:

- A. DIXON certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement.

9.07 Total Agreement:

Agreement
Exhibits: A, C, E, GP, IR

Owner: City of Sylvania, OH
Tank No: 35-48-09-03 (Fossil Park)
35-48-09-01 (Burnham Park)
35-48-09-02 (Main Street)

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- A. This Agreement, (together with the included Exhibits) constitutes the entire agreement between Owner and DIXON and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based, whenever possible, on the format of Exhibit K.

DIXON'S SERVICES AND OWNER'S RESPONSIBILITIES

Article 1 and 2 of the Agreement is supplemented to include the following agreement of the parties: DIXON shall provide Contract and Project Management (BASIC) Services, and Resident Project Representative (RPR), If Antenna services are included those services are detailed in Exhibit B.

DIXON has combined the six construction project phases into four phases: Design or Technical Specification Phase, Contract Document and Bidding Phase, Construction Phase, and Post Construction Phase. We then included DIXON's Basic Services, RPR Services, and Owner's responsibilities for each respective phase. Exhibit B Antennas, when used, will follow the same format.

PART 1

A1.02 Design Phase – Technical Specifications:

A. Basic Services:

1. In preparing the Technical Specifications, use Design, Bid, Build Project Strategy.
2. DIXON shall prepare Technical Specifications and Drawings to include:
 - a. Additions to General Conditions of Construction Contract relevant to coating projects.
 - b. Specifications and Drawings for Health, Safety and Structural Repairs if any.
 - c. Specifications for Coating Repair or Replacement.
3. Advise Owner of additional reports, data, information, or services which may be necessary, and assist Owner in obtaining such materials.
4. Furnish two review copies of the Design Phase documents, to Owner, and review those documents with Owner.
5. After receipt, the Owner shall review the Design Phase documents and submit to DIXON any comments regarding the furnished items within two weeks of receipt or as mutually agreed.
6. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
7. Providing logo drawings or models for Owner.
8. Visit the Site as needed to finalize the Design Phase documents.
9. In response to Owner's comments, as appropriate, make revisions and furnish to Owner one electronic copy of the revised Design Phase documents.
10. DIXON's services under the Design Phase will be considered complete on the date when DIXON has delivered to the Owner the revised Technical Specifications.
11. If antennas may interfere or add costs to the Project a review of Exhibit B, Antennas is required. These services are available from DIXON or can be completed by the Owner. In most antenna carrier contracts, the fees for engineering services are back chargeable to the antenna carrier. It is essential that the responsibility for completion of Exhibit B services be well defined between DIXON and Owner as project delays may result in additional construction costs.

B. Design Phase – RPR Services–None

C. Design Phase – Owner's Responsibility:

1. Provide DIXON with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints-and upon DIXON's request, obtain, and furnish, such additional Project-related information and data as is reasonably required to enable DIXON to complete its Services.
2. Give instructions to DIXON regarding Owner's procurement of construction services including instructions regarding Notice of Bids, Information for Bidders, Owner's construction contract practices and requirements, insurance and bonding requirements, requirements for electronic

transmittals during construction, other information necessary for the finalization of Owner's bidding-related documents, and Construction Contract Documents.

3. Owner shall be responsible for all requirements and instructions that it furnishes to DIXON pursuant to this Agreement. DIXON may use and rely upon such requirements, materials, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

A1.03 Bidding and Contract Document Phase:

A. Basic Services:

1. Provide technical criteria and file applications for permits for approvals of governmental authorities having jurisdiction to review or approve the design; and revise the Technical Specifications in response, as appropriate.
2. Include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, in electronic media or digital format. Any such protocols shall be applicable to transmittals between and among Owner, DIXON, and Contractor during the Construction Phase and Post-Construction Phase.
3. Prepare and submit to Owner for compliance with local state and municipal requirements:
 - a. Section 00 00 00 Notice to Bidders.
 - b. Section 00 24 00 Project Summary.
 - c. Section 00 21 13 Instructions to Bidders.
 - d. Section 00 22 13 General Conditions as modified by DIXON. EJCDC C-700-18. If Owner elects to use their own documents, then supply Additions to General Conditions.
 - e. Section 00 73 00 Supplemental Conditions to include insurance requirements furnished by Owner.
 - f. Section 00 52 00 Bid/Agreement Form as modified by DIXON.
 - g. Section 00 53 00 Schedule of Values Form.
4. Furnish for review by Owner, its legal counsel, insurance and other advisors, the draft bidding-related Bid Documents and review them with Owner. The Owner shall submit to DIXON any comments regarding the furnished items, and any instructions for revisions.
5. Revise the final Bid Documents and Specifications in accordance with comments and instructions from the Owner, as appropriate, and submit one electronic copy of revised documents to Owner.
6. Direct mail advertisements to Contractors who have been prequalified, as capable and responsive by DIXON.
7. Issue assembled Bid Documents to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, and receive and process contractor charges for the issued documents. Document Fees: charges will be retained as a printing, handling, and/or shipping fee.
8. Send Bid Documents to selected Builders Exchanges and Dodge Reports.
9. Address all written submitted questions, by letter or clarifying Addendum as appropriate to all Bidders and Agencies (Builders Exchange and Dodge Reports) identified as having received original documents from DIXON.
10. Attend and document bid opening, create bid tabs, and notify bidders of results after authorization of Owner.
11. Review the bids submitted to the Owner and recommend an award in writing based on lowest responsible and responsive bidder.
12. If Owner agrees, issue Notice of Award to recommended Bidder.

13. Review bonds and insurance submitted by selected Contractor solely as to compliance with insurance amounts and that bonds are of the format required. Insurance and Bonds are forwarded to the Owner for full review by their Insurance Consultant.
 14. Furnish Owner and Contractor the Contract Documents for signatures and distribution. (One signed copy to Owner, one to Contractor and one to DIXON).
 15. Furnish Owner with completed Notice to Proceed to sign and forward to the Contractor.
 16. The Bidding and Contract Documents Phase will be considered complete upon issuance of Notice to Proceed.
- B. Bidding and Contract Document Phase-RPR Services-None.
- C. Bidding and Contract Documents Phase-Owner Responsibilities
1. Use, unaltered, the Contract Documents provided by DIXON when entering into an agreement with the Contractor. DIXON will not unreasonably withhold a request to alter the document. If Owner elects to use their own General Conditions, then they shall include DIXON's Additions to General Conditions, unaltered unless both parties agree to alteration.
 2. Place and pay for advertisement for Bids as required by local ordinances in appropriate publications, method of advertising is to be determined by the Owner.
 3. Attend and participate in the pre-bid conference if any.
Provide a place for the bid opening and open the Bids received.
 4. Review Payment and Performance Bonds, and insurance certificates of selected Contractor. These should be reviewed by the Owner's insurance consultant and attorney for legality and compliance with required indemnification, subrogation, amounts and all other insurance matters.
 5. Sign and forward to the Contractor the Notice to Award and Notice to Proceed. These Notices will be supplied to the Owner by DIXON.

A1.04 Construction Phase:

- A. Basic Services:
1. DIXON will consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of DIXON shall be as assigned in EJCDC C-700-18 Standard General Conditions of the Construction Contract.
 2. All of Owner's instructions to Contractor will be issued through DIXON, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 3. Engineer or RPR has authority to Stop Work if Engineer or RPR questions the quality of Work or rejects the Work, or if there (in the sole opinion of Engineer or RPR) a potential for creating an environmental contamination.
 4. Finalize Project to observe all items in the contract specifications have been completed and review the quality of workmanship.
 5. Duration of Construction Phase: The Construction Phase will terminate upon written recommendation by DIXON for final payment to Contractors.
- B. RPR Services for Maintenance of Existing Structures
1. Perform services expected of DIXON RPR and as detailed in the EJCDC Construction Contract General Conditions, GC-700-18.
 2. Attend a Preconstruction Meeting, and address questions regarding observation services and coordination of field observations.
 3. Hold Point General:
 - a. Hold Point is a stage of the Construction Project where the Contractor stops Work. Work commences again after the Work is observed and reviewed for compliance.

- b. A Hold Point Site visit is an observation trip to perform one of the functions below. The number of Site visits required are estimates.
 - c. If two Job Tasks are performed during the same trip, there is no additional charge (i.e., exterior intermediate and pit piping primer).
 - d. The Site visit fees may vary between services (i.e., welding vs. coating) based on the higher compensated weld observer. Hold Point are itemized in EXHIBIT C, Attachment C-1.
4. Hold Point Weld/Modifications- Observe, Record, Report, and:
 - a. Observe repair, and or the installation of work for specifications compliance. All weld repairs will be visually observed for surface defects (i.e., undercut, negative reinforcement, non-fusion, etc.).
 5. Hold Points and RPR Coating Observation Services Common to Hold Point: All services will not be necessary each Site visit observation.
 - a. Review abrasive and coating materials for approved manufactures.
 - b. Measure surface profile created by abrasive blast cleaning by compressive tape or surface comparator.
 - c. Observe abrasive blast cleanliness for specification requirements using SSPC Visual Standards, latest edition thereof.
 - d. Review coating mixing, thinning, and manufacturer's application requirements.
 - e. Monitor environmental conditions prior to and during coating application (i.e. ambient temperature, surface temperature, relative humidity, and dew point).
 - f. Observe wet interior using high/low voltage holiday detection.
 - g. Observe applied coating for dry film thickness, coverage, uniformity, and cure.
 6. Hold Point Coating Wet Interior - Observe, Record, Report, and:
 - a. Spot power tool, feathering, and compliance with specifications.
 - b. Spot prime coat prior to application of the next coat.
 - c. Topcoat for compliance with specifications.
 7. Hold Point Coating Exterior - Observe, Record, Report, and:
 - a. Spot power tool, feathering, and compliance with specifications.
 - b. Spot prime coat prior to application of the epoxy intermediate coat.
 - c. Topcoat for compliance with specifications.
 1. Inform DIXON in writing of any specific requirements of safety or security programs that are applicable to DIXON, as a visitor to the Site.
 2. Attend and participate in the Preconstruction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
 3. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of DIXON in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on DIXON, then Owner shall compensate DIXON for any related increases in the cost to provide Construction Phase services.

A2.01 ADDITIONAL SERVICES

- A. Any service not listed or referenced above in Part 1 will be considered an Additional Service.
 1. All additional requested services and associated fees shall be documented by Exhibit K, Contract Amendment signed by both parties.

BASIS OF FEES, INVOICING AND PAYMENT

General Provisions of Article 4 of the Agreement has been moved to this EXHIBIT C:

Part 1 BASIS OF FEES

C1.00 Owner's Responsibility:

- A. Owner shall pay DIXON for Basic (Project Management and Contract Administration), Resident Project Representative (RPR), Post Construction Observation and Additional Services as detailed below and as summarized in Attachment 1 to Exhibit C. (Exhibit C-1).

C1.01 Basis:

- A. Standard Hourly Rates - An amount equal to the cumulative hours charged to the Project by each classification of DIXON's personnel, times Standard Hourly Rates and Overtime rates for each applicable billing classification. (Exhibit C-2)
- B. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services.
- C. Unit Price (UP) Method: Can be considered individual Lump Sum amounts.

C1.02 Methods of Rate Calculation and Definitions including Limitations:

- A. Standard Hourly Rate (SHR) Method:
 - 1. The SHR method may be used for all services. It is more commonly used on portions of various Phase Services where scheduling and speed are controlled by the Contractor and may result in unforeseen project expenses; in Phase 3 Construction, Basic, and RPR services, and for Additional Services during all phases.
 - a. Overtime rates apply to over 40 hours worked between Monday and Friday.
 - b. Overtime rates apply for all hours worked on weekends and holidays.
 - c. Weekend and Holiday hours do not count toward the accounting for 40 hours.
 - 2. The SHR charged by DIXON constitutes full and complete compensation for DIXON services including labor costs, overhead, and profit but not Reimbursable Expenses.
 - 3. The Standard Hourly Rates per employee classification listed in Attachment C-2 do not include reimbursable expenses. The estimated Reimbursable Expenses are NOT calculated and averaged over the classification rate.
 - a. The estimator calculates the number of days a project is expected to require and calculates manpower required to match number of hours and services required.
 - b. The estimator then calculates Reimbursable Expenses based on the same criteria.
 - c. Both the total manpower estimate, and Reimbursable Expenses total estimate are added. And the total estimate is included in the fee schedule shown in Attachment C-1.
- B. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services. The Lump Sum Method fee charged by DIXON constitutes full and completed compensation for DIXON's services including labor costs, overhead, and profit, and reimbursable expenses.
- C. The Lump Sum Method is more commonly used by DIXON for portions of the Phases where DIXON has control over a greater percentage of unknowns, such as the Technical Specifications, Bidding and Contract Documents, and Post Construction Phases excluding fees for Additional Services.
 - 1. DIXON may use a Lump Sum for the entire project.
- D. Unit Price (UP) Method: Can be considered individual Lump Sum amounts. Reimbursable expenses are calculated and included in the Unit Price methods.

1. The Unit Price Method is used when DIXON completes Hold Point Observations, Project Progress or Preconstruction Meetings, known, controlled portions of the Contract and unknown Post Construction (Additional Services).
2. Exhibit J Amendment: If Amendment changes Scope of Services, then Additional Services may be negotiated Lump Sum or Standard Hourly Rate Method.
2. Exhibit B Antennas: LS, UP, or SHR or Combination per Exhibit K based on type of services.
3. Exhibit K Addendum: Addenda items (if any) may be negotiated according to any agreed method.
4. Subconsultants or Subcontractor Service Fees are not included in the SHR, LS, or UP methods. DIXON will invoice for Subconsultant's or Subcontractor's actual invoiced amount times a factor of 1.20. The 1.20 factor includes DIXON's overhead and profit associated with DIXON's responsibility for the administration of such services.
- E. Not every Method of Rate Calculation may be used in this or any Contract, but every contract may be amended by using Exhibit K. If additional Work proposed in Exhibit K involves a different Method of Rate Calculation, it will be clearly defined herein.

C1.03 Definitions including Limitations:

- A. Basic Services to be performed are identified as Basic Services in Exhibit A, or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Documents. Basic Services are generally calculated using the SHR method. These services are contracted services and thus are prior authorized.
- B. RPR Services contractually agreed services per Exhibit A or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Document RPR services. These services are primarily observation during the Construction phase. RPR Services are generally calculated using the SHR method for Full Time or Daily services and by Unit Price for Hold Point Observations. Often a Contract for RPR services involves a combination of the SHR and the Unit Price method. These are contracted services and thus are prior authorized.
- C. Contingent Services some services are Basic to every contract such as Preconstruction Meeting and review of Final Pay Request. Other Basic Services and the Project Manager's time associated with them are unknown. Some services are not used on all projects, such as review of multiple Pay Requests, Change Orders, Field Orders, and Work Change Directives. These are services which may or may not be needed, and thus Contingent. Contingent Services are generally calculated using the SHR method but may be Lump Sum or Unit Price method. These are contracted services and thus are prior authorized. Contingent services and fees may not be used in all contracts.
- D. Additional Services are services outside of the Scope of Services as defined in Exhibit A. These are NOT contracted services and prior authorization in the form of Exhibit K- Addendum to Agreement is required. The calculation of fees is Work dependent and may be calculated by the SHR method, or Lump Sum or Unit Price.
- E. Antenna Services are defined in Exhibit B and authorized by Exhibit K – Antenna Addendum. The calculation of the services is usually a combination of Unit Price and SHR methods. These are contracted services (by addendum) and thus are prior authorized.

C1.04 Fees:

- A. Contracted Fees are detailed in this Exhibit C Attachment 1.
- B. Contingency Allowance Fees, if identified or requested, are intended to allow the flexibility to continue the Project and Services, without the need for an Addendum for additional fees. Contingent Fees may be transferred within the Project Phase or transferred to other project Phases as needed. Transfer does not require prior authorization. It is intended that any fees in this Contingency be used when other accounts are exhausted or minor Additional Services are

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required. Contingency fees unused will not be invoiced. Basic and/or RPR Fees may be increased to accomplish the same benefits of a Contingency Allowance.

- C. Set-Off Fees contractual Set-off: (Applies to Construction and Post Construction Phases only) as defined in the Technical Specifications and General Conditions of the Owner/Contractor Contract, is a Contractually agreed remedy for small violations or nonadherence of the Contract terms which result in extra or unnecessary expenses to the Owner. The cost for these unnecessary expenses is not foreseen and cannot be calculated. They are the same SHR or Unit Price method, that had the service been necessary would have been invoiced to Owner. These services generally do not require prior approval of Owner, because they are required in the administration of the Contract. Set-off fees are invoiced to the Owner, who pays DIXON. The Owner can then Set-off these charges from amounts owed to the Contractor.
1. A few examples of Set-off Fees are when the Owner has incurred extra charges or engineering costs related to:
 - a. Excessive submittal review,
 - b. Excessive evaluations of proposed substitutes,
 - c. Tests and inspections, or return Hold Point Observations to complete Field Work that were determined to be a failed inspection and,
 - d. Work is defective, requires correction or replacement including additional inspection costs.
 2. Set-off is only used during the Construction and Post Construction Phases where additional Observation or engineering services are required to correct failed Work.

C1.05 Estimated Fee:

- A. The SHR Method of Rate Calculation is an estimate. The SHR Method is prepared based on extensive experience and is intended to be conservative.
1. Calculating SHR includes, DIXON's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to DIXON under the agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to DIXON that the total compensation amount thus estimated will be exceeded, DIXON shall give Owner notice thereof, allowing Owner to consider its options, including suspension or termination of DIXON's services for Owner's Convenience. Upon notice, Owner and DIXON promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate DIXON's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by DIXON, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend DIXON's services during the negotiations and DIXON exceeds the estimated amount before Owner and DIXON have agreed to an increase in the compensation due DIXON or a reduction in the remaining services, then DIXON shall be paid for all services rendered hereunder.
 3. The requirements of minimum work hours and weeks shall remain in effect through negotiations and the minimum requirements of these paragraphs are not negotiable. An RPR is a professional, and if the RPR remains on Site, the RPR is guaranteed the minimum number of hours. Negotiations may Full Time or Daily RPR to Hold Point Observation Services or reduce the number of Daily Inspections. Then minimum hour requirements apply only to demobilization if RPR was Full Time.

C1.06 DIXON's Reimbursable Expenses Schedule and Standard Hourly and Overtime Rates:

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- A. Attached to this Exhibit C is Attachment C-2, Standard Hourly Rate and Reimbursable Expense Schedule
- B. Annual Cost Adjustment – January 1 each year.
 - 1. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of the first January 1 date past expiration date printed on Attachment C-2 to reflect equitable changes in the compensation payable to DIXON. Proposals sent after August 1st will have Attachment C-2 with effective rates through December 31 of the subsequent year.
 - 2. Unit Price for Hold Point observations and Lump Sum items shall be increased at the same time as hourly rate by the same percentage increase as Standard Hourly Rates.
 - 3. Notification of these cost adjustments, or the issuance of an Addendum or Change Order are not required, but DIXON shall endeavor to so advise. Failure to supply notification does not waive the right to implement rate increases.

PART 2 INVOICING AND PAYMENT for Services in EXHIBIT A per EXHIBIT C-1:

- A. Preparation and Submittal of Invoices: DIXON will prepare invoices in accordance with its standard invoicing practices and the terms of this Exhibit C and Attachments C-1 and C-2. DIXON will submit its invoices to Owner monthly. Invoices are due and payable within 30 days of receipt. Small monthly invoices may be held by DIXON only, for a month or more and combined.
- B. Application to Interest and Principal: Payment will be credited first to any interest owed to DIXON and then to principal.
- C. Failure to Pay: If Owner fails to make any payment due DIXON for services and expenses within 30 days after receipt of DIXON's invoice, then:
 - 1. Amounts due DIXON will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said 30th day.
- D. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise DIXON in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- E. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on DIXON's services or compensation, then DIXON may invoice such additional sales or use taxes for reimbursement by the Owner.

PART 3 SELECTION OF RPR SERVICES

C3.00 Selection of Full Time vs. Daily RPR

- A. Daily RPR Services: Working from the Base Office and traveling Daily to the Project site.
- B. Full Time RPR Services: The RPR stays in lodging near the Project Site because the distance from Base Office makes daily travel exceed daily expenses.

C3.01 Financial Considerations when Selecting RPR Services:

- A. Minimum Hourly and Weekly requirements.
 - 1. Daily RPR Services -8 hours per day plus travel time and mileage.
 - 2. Full-Time RPR Services:
 - a. Minimum workday - 8 hours.
 - b. Minimum 40-hour work week except first and last week. If the Contractor is working more than 40 hours then the Observer is also working more than 40 hours, if work being completed rises to the level of reporting.
 - c. Rain days or no workdays as determined by Owner or Contractor- minimum billable time is 4 hours, no site time required.

- d. Delayed start days as determined by Contractor, (ex. Rain delayed start) – minimum billable time is actual delay time and time on site. Total billable time cannot be less than 4 hours.
- e. Actual Mobilization and Demobilization Time and Reimbursable Expenses.
Reimbursable expenses include expenses incurred on dates of no work, mobilization, and demobilization days.

C3.02 Hold Point Observations:

- A. The RPR travels to site to complete the observation and travels back to the Base Office. On site time at a minimum is time to complete observation and to complete report.

SUMMARY OF DIXON'S COMPENSATION FEES SCHEDULE of VALUES

1. The total compensation for services under this Agreement is not to exceed the total compensation amount of **Eleven Thousand Dollars, \$11,000** and summarized as follows:

Schedule of Values				
Description of Services	# of Units	Unit Price	Amount	Basis of Compensation
A1.02-Technical Specifications			\$2,500	Fixed Rate
A1.03-Bidding and Contract Documents			\$1,000	Fixed Rate
A1.04-RPR Services Weld	2	\$1,250	\$2,500	Fixed Rate
A1.04-RPR Critical Phase Coating	4	\$1,250	\$5,000	Fixed Rate
Total			\$11,000	

2. In the event of a conflict with the number in the Total and the written amount in 1 above or with the number on the Signature Page, the first governance shall be a review of math in this schedule of values.
3. DIXON may alter the distribution of compensation consistent with services actually rendered between individual phases of Basic and RPR Service with unused fees calculated by any method. Reallocation of fees shall not result in a total fee in excess of the total compensation amount unless approved by the Owner.

EXHIBIT C ATTACHMENT C-2: Agreement Between
Owner and DIXON

STANDARD HOURLY RATE AND REIMBURSABLE EXPENSE SCHEDULE

<u>Labor Class</u>	<u>Per Hour</u>	<u>Overtime Rate</u>
Principal	\$500.00	
Officer/Associate	\$210.00	
Project Manager	\$195.00-\$220.00	\$292.00-\$330.00
Engineer	\$220.00-\$260.00	\$330.00-\$390.00
CWI Welding RPR	\$215.00-\$240.00	\$322.00-\$360.00
DIXON Level 3 or AMPP Senior Certified Level 3 RPR	\$148.00-\$198.00	\$222.00-\$297.00
DIXON Level 2 or AMPP Certified Level 2 RPR	\$134.00-\$174.00	\$201.00-\$261.00
DIXON Level 1 or AMPP General Level 1 RPR	\$124.00-\$154.00	\$186.00-\$231.00
Contract Support Staff	\$154.00-\$194.00	\$231.00-\$291.00

<u>Expenses</u>	<u>Metropolitan</u>	<u>Out-State</u>
Mileage	\$0.80/mile + tolls	\$0.70/mile
Lodging	\$185.00 per diem	\$185.00 per diem
Meals	\$65.00 per diem	\$65.00 per diem

FEES EFFECTIVE THROUGH: December 31, 2025 (Revised: 10/21/2024)

ELECTRONIC DOCUMENTS PROTOCOL (EDP)

With so many personnel and parties involved in Construction, it is essential, especially through the Construction Phase, that all means of EDP, and communication be kept as simple and uniform as possible. The following is a consolidated Protocol prepared by EJCDC which DIXON will complete if contracted to follow. Otherwise, DIXON will open a line of communication as directed by email and when that contact has responded then by simple email, using the agreed addresses will be followed. This excludes Notice and Contract requirements of a contact Person (page One).

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

The Main Agreement is supplemented by the following consolidated Exhibit E and Exhibit E-Attachment 1: Software Requirements for Electronic Document Exchange:

E1.01 Electronic Documents Protocol

A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.

1. Basic Requirements

- a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.
- b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
- c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.
- d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and DIXON and any third party for the Project. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents regarding communications.
- e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.

2. System Infrastructure for Electronic Document Exchange

- a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. Except for minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.
- b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project.
- c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware;

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data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.

- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent.
 - e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of the contract.
 - f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
 - g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP.
 - h. If the Owner operates a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, DIXON, Contractors, during the Project for exchange and storage of Project-related communications and information, then that provision and requirements shall be identified in an Exhibit J - Amendment.
- B. Software Requirements for Electronic Document Exchange; Limitations
1. Each party will acquire the software necessary to create and transmit and read Electronic Documents received from the other party (and if relevant from third parties).
 2. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

EXHIBIT E ATTACHMENT 1: Agreement Between
Owner and DIXON

SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	EML	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/ Attach	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner and DIXON; and Owner's and DIXON's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/ Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to Owner by DIXON for future use and modification	Email w/ Attach or LFE	DWG	
a.6	Correspondence, reports, and specifications to be submitted by DIXON to Owner for future word processing use and modification	Email w/ Attach or LFE	DOCX	
a.7	Spreadsheets and data to be submitted to Owner by DIXON for future data processing use and modification DIXON can PDF any Spreadsheet.	Email w/ Attach or LFE	XLSX	
Notes				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.			
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.			
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.			
Key				
EML	Standard Email formats (.eml). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, Flash Drive, File Sharing Services.)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader.			
DWG	Autodesk® AutoCAD. dwg format.			
DOCX	Microsoft® Word. docx format.			

Agreement
Exhibits: A, C, E, GP, IR

Owner: City of Sylvania, OH
Tank No: 35-48-09-03 (Fossil Park)
35-48-09-01 (Burnham Park)
35-48-09-02 (Main Street)

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DB	Microsoft® Access .mdb DIXON does not transmit Database material If required for your future use you will have the program.
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Agreement
Exhibits: A, C, E, GP, IR

Owner: City of Sylvania, OH
Tank No: 35-48-09-03 (Fossil Park)
35-48-09-01 (Burnham Park)
35-48-09-02 (Main Street)

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**GENERAL PROVISIONS AND RELATED CONDITIONS FROM AGREEMENT OR
EXHIBITS**

GP1.00 Time for Completion:

- A. The Effective Date of the Task Order and the times for completing services will be stated in each Task Order.
- B. If there is a change in the Scope of Services, or in Scope of Project, if Projects are delayed or suspended through no fault of DIXON, if the orderly and continuous progress of DIXON's services is impaired, if the agreed periods of time or dates are changed, if construction contract dates are extended, then the time for completion of DIXON's services, and the rates and amounts of DIXON's compensation, shall be adjusted equitably. Delay of Projects by Owner or Contractor until the next season (past the expiration date of Exhibit C-Attachment 2), is considered a Change in Scope of Services and the rates and amounts of DIXON's compensation shall be adjusted equitably in accordance with the succeeding year's Exhibit C Attachment 1 and 2.
- C. Owner shall give prompt written notice to DIXON whenever Owner observes or otherwise becomes aware of any development that affects the scope or time of performance of DIXON's services; the presence at the Site of any Constituents of Concern; or any relevant, material defect or nonconformance in: (a) DIXON's services, (b) the Work, (c) the performance of any Contractor, or (d) Owner's performance of its responsibilities under this Agreement.
- D. The Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay DIXON's performance of its services.
- E. If DIXON fails, through its own fault (for reasons within their control), to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

GP1.01 Opinions of Probable Construction Cost:

- A. DIXON's opinions (if any) of probable Construction Cost are to be given on the basis of DIXON's experience, qualifications, and general familiarity with the construction industry. However, because DIXON has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive Bidding or market conditions, DIXON cannot and does not guarantee that proposals, Bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by DIXON in Evaluation Reports or verbally by DIXON.

GP1.02 Standards of Performance and Limitations of Authority of DIXON with Owner and Owner's Contractor:

- A. Standard of Care: The Standard of Care for all services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of this subject profession practicing under similar circumstances at the same time and in the same locality.
- B. Conflict of Interest: Nothing in this Agreement will be construed to create or impose any duty on the part of DIXON that would conflict with DIXON's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing DIXON, its Subconsultants or, and all licensed professionals employed by DIXON or its Subconsultants. If during the term of this Agreement a potential or actual conflict of interest arises or is identified.
 - 1. DIXON and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if

- necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.
2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict-of-interest resolution methodologies) provided DIXON under this Agreement.
 - C. Technical accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of DIXON's services. If deficiencies are discovered by DIXON/Owner/or Bidder; DIXON shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
 - D. Reliance on Others: Subject to the Standard of Care set forth above in Paragraph GP1.02. A, DIXON, and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers and their publishers, or technical standards.
 - E. DIXON will make visits to the Site at intervals appropriate to the various stages of construction as DIXON deems necessary to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, DIXON, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents.
 - F. DIXON shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall DIXON have authority over or be responsible:
 1. for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor or
 2. the safety precautions and programs incident thereto,
 3. or security or safety at the Project site, nor
 4. for any failure of a Constructor's furnishing and performing of its work.
 5. DIXON shall not be responsible for the acts or omissions of any Constructor or
 6. for Constructor's compliance with Laws and Regulations.
 - G. DIXON makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services, nor assumes responsibilities for Contractor's failure to furnish material and provide the Work in accordance with Owner/Contractor Agreement.
 - H. DIXON shall not be responsible for any decisions made regarding the construction Agreement requirements, or any application, interpretation, clarification, or modification of the construction Agreement documents other than those made by DIXON or its consultants.
 - I. DIXON's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of the Section 975 of the Dodd-Frank Wall Street Reform and the Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements, or (4) providing legal advice or representation.
 - J. DIXON shall not be required to sign any document, no matter by whom requested, that would result in DIXON having to certify, guarantee, or warrant conditions whose existence DIXON cannot ascertain within the authorized scope of DIXON's services. The Owner agrees not to make resolution of any dispute with DIXON or payment of any amount due to DIXON in any way contingent upon DIXON signing any such document.

- K. DIXON will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit DIXON's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

GP1.03 Use of Documents:

- A. All Documents are instruments of service, and DIXON shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of DIXON) whether the Project is completed or not. NOTE: A delayed project may require revisions of the Bid Documents.
1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project.
 2. DIXON grants Owner a limited license to use the Documents on the Specific Project.
 3. Owner shall not use, reuse, or modify the Documents without written verification, completion, or adaptation by DIXON. If Owner reuses or modifies documents without authorization, Owner shall indemnify and defend DIXON from any liabilities that result from the reuse.
 4. The limited license to the Owner shall not create any rights in third parties.

GP1.04 Records Retention:

- A. DIXON shall maintain on file in digital format, for a period of five years following completion or termination of its services under a specific Task Order, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to DIXON's services or pertinent to DIXON's performance under the Task Order. Upon Owner's request, DIXON shall provide a copy of any such item to Owner at cost.

GP1.05 Suspension and Termination:

- A. Suspension:
1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to DIXON.
 2. By DIXON: DIXON may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay DIXON for invoiced services and expenses, or in response to the presence of Constituents of Concern at the Site.
 3. If persistent circumstances beyond the control of DIXON have prevented it from performing its obligations under the Task Order.
 4. A suspension under a specific Task Order, whether by Owner or DIXON, does not affect the duty of the two parties to proceed with their obligations under other Task Orders.
- B. Termination for Cause – Main Agreement: The obligation to provide further services under this Agreement may be terminated.
1. For cause, by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 2. By DIXON:
 - a. Upon seven days written notice if Owner demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional; or if services for the Project are delayed or suspended for more than 90 days for reasons beyond DIXON's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
 - b. DIXON shall have no liability to the Owner on account of either such termination. This Agreement will not terminate; however, if the party receiving such notice begins, within

- seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof.
3. For convenience, by Owner effective upon DIXON's receipt of notice from Owner.
- C. Termination for Cause – Task Order:
1. Either party may terminate a Task Order for cause upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement and the specific Task Order, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, the Task Order will not terminate under Paragraph GP1.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. In addition to its termination rights in Paragraph GP1.05. B.1, DIXON may terminate a Task Order for cause upon 7 days' written notice:
 - a. If Owner demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional.
 - b. If DIXON's services under the Task Order are delayed or suspended for more than 90 days for reasons beyond DIXON's control: or
 - c. As the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern.
 3. DIXON will have no liability to the Owner on account of any termination by DIXON for cause.
- D. Effective Date of Termination: If Owner terminates the Main Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow DIXON to demobilize personnel and equipment from the Site to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files. DIXON shall be entitled to compensation for such tasks.
- E. Payments Upon Termination:
1. In the event of termination by Owner or by DIXON for cause, DIXON shall be entitled to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.
 2. The scheduled time between Contract Award and the physical start of Construction, or if Construction is postponed for the off season (winter), shall not be considered a "suspension."

GP1.06 Controlling Law and Compliance with Laws and Regulations:

- A. DIXON shall comply with all instructions of Owner, and all requirements of Contractor's or Owner's safety program that are applicable to DIXON's performance of services under this Agreement and that Owner provides to DIXON in writing, prior to the Effective Date; subject to the Standard of Care set forth in Paragraph GP1.02. A above, and to the extent compliance is not inconsistent with professional practice requirements.
- B. The following may be the basis for modifications to Owner's responsibilities or to DIXON's scope of services, times of performance, or compensation:
 1. Changes after the Effective Date to Laws and Regulations.

Agreement
Exhibits: A, C, E, GP, IR

Owner: City of Sylvania, OH
Tank No: 35-48-09-03 (Fossil Park)
35-48-09-01 (Burnham Park)
35-48-09-02 (Main Street)

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2. The receipt by DIXON; of changes after the Effective Date, of Owner-provided written policies and procedures.
- C. The General Conditions for any construction contract documents prepared hereunder are to be EJCDC C-700 "Standard General Conditions of the Construction Contract" prepared by the Engineer's Joint Contract Documents Committee, and as modified by DIXON unless expressly indicated otherwise. If Owner supplied General Conditions are used, then DIXON supplied Additions shall also be used to the extent they do not conflict with Owner's.

GP1.07 Dispute Resolution:

- A. The Owner and DIXON agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking nonbinding mediation or exercising their rights at law.
- B. If negotiations fail then Owner and DIXON shall proceed to nonbinding mediation before a panel of three, one panel member selected by each party, and one mutually agreeable person. The only requirements are that neither party has any financial or relational control over any panel member. DIXON will select, based on expertise in dispute. (DIXON pays fees for their panel member, Owner pays fees of their member, and third member's fees are to be paid as directed by the panel, even though the panel's final dispute resolution is not accepted).
- C. After one trial mediation, unless an additional attempt is accepted by both parties either party may exercise their rights at law.

GP1.08 Environmental Condition of Site:

- A. Owner represents to DIXON that as of the Effective Date to the best of Owner's knowledge, there are no Constituents of Concern, other than those disclosed in writing to DIXON, exist at or adjacent to the Site.
- B. Undisclosed Constituents of Concern. For purposes of this Paragraph GP1.08 the presence at or adjacent to the Site of Constituents of Concern that was not disclosed to DIXON pursuant to Paragraph GP1.08. A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.
 1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.
 2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under a Task Order are not undisclosed Constituents of Concern.
 3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if DIXON has been informed of the general scope of such contract.
 4. Constituents of Concern in the Coating Industry – DIXON and Owner acknowledge that the coating industry may generate hazardous waste or Constituents of Concern (C of C) when removing old coatings, C of C may be existing in soils from coating removal in the past, and some gasket materials contained asbestos. Old coatings may contain heavy metals such as lead, chrome, and cadmium. Hazardous solvents may be present in new coatings, thinners, or used in the cleaning of equipment. These materials may be C of C but are considered Disclosed C of C.
- C. If DIXON Encounters or learns of an undisclosed Constituents of Concern at the Site, then DIXON shall notify Owner. State and Federal notifications, if required, are the responsibility of the Owner.

- D. Owner acknowledges that DIXON is performing professional services for Owner and that DIXON is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as determined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with DIXON's activities under this Agreement.

INSURANCE REQUIREMENTS AND LIABILITY CONCERNS

The Agreement is supplemented to include the following agreement of the parties:

IR1.00 Insurance:

- A. The limits of liability for the insurance required on this project are as follows:
- B. By DIXON:
 - 1. Workers' Compensation: Statutory
 - 2. Employer's Liability:
 - a. Bodily injury, each accident \$1,000,000
 - b. Bodily injury by disease, each employee \$1,000,000
 - c. Bodily injury/disease, aggregate \$1,000,000
 - 3. General Liability:
 - a. Each Occurrence (Bodily Injury and Property Damage) \$1,000,000
 - b. General Aggregate \$2,000,000
 - 4. Excess or Umbrella Liability:
 - a. Per Occurrence \$5,000,000
 - b. General Aggregate \$5,000,000
 - 5. Automobile Liability:
 - a. Combined Single Limit (Bodily Injury and Property Damage): \$1,000,000
 - 6. Professional Liability:
 - a. Each Claim Made \$2,000,000
 - b. Annual Aggregate \$2,000,000
- C. Additional Insured's: The following individuals or entities are to be listed on DIXON's general liability policies of insurance as additional insured's: Owner and other parties requested by Owner Electronic Data Transmittal Protocol within reason.
- D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and DIXON's interests in the Project. Owner shall also require Contractor to cause DIXON and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- E. DIXON shall deliver to the Owner certificates of insurance evidencing the coverages. Such certificates shall be furnished prior to commencement of DIXON's services and at renewals thereafter during the life of the Agreement.
- F. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights, and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against DIXON or its Consultants. Owner and DIXON waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. The Owner shall take appropriate measures in other Project-related contracts to secure waivers of rights.
- G. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

H. At any time, Owner may request that DIXON or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit IR. If so, requested by Owner, and if commercially available, DIXON shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit IR will be supplemented to incorporate this requirement.

I. Definitions:

1. Owner and Party 1 is Owner and Owner's officers, directors, membership, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.
2. DIXON and Party 2 is DIXON and/or DIXON's officers, directors, members, partners, agents, employees, consultants, subcontractors, or others under contract to DIXON relative to this Project or Agreement.

IR1.01 Limitation of Liability:

- A. DIXON's Liability Limited to Amount of Insurance Proceeds: DIXON shall procure and maintain insurance as required by and set forth in Exhibit IR to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of DIXON and Party 2 to Owner and anyone claiming by, through, or under Owner shall not exceed the total insurance proceeds paid on behalf of or to DIXON by DIXON's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of DIXON's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement

IR1.02 Exclusion of Special, Incidental, Indirect, and Consequential Damages:

- A. To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement, DIXON and Party 2 shall not be liable for special, incidental, indirect, or consequential damages arising out of, or related to this Agreement or the Project, from any cause or causes, including but not limited to: damage to water supply or reduction in fire protection.

IR1.03 Percentage Share of Negligence:

- A. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming under the other party for damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, DIXON, and all other negligent entities and individuals.

CITY OF SYLVANIA, OHIO

2MMG COMPOSITE TANK (FOSSIL PARK)

RECOMMENDATIONS (PRIORITY WORK TO MEET OHIO EPA REQUIREMENTS):

The Ohio EPA may allow some of the required changes to be delayed until the next paint project. These items are listed as priority work since they are currently out of compliance.

1. Install gaskets on the wet interior roof hatches outside the roof handrail to meet current Ohio EPA requirements (note that the hatches were not inspected, and it is unknown if they are currently gasketed).
2. Replace the threaded sample tap on the fill/draw pipe with a smooth ended sample tap to meet current Ohio EPA requirements.

500,000 Gallon Toroellipse (Burnham Park)

RECOMMENDATIONS (PRIORITY WORK TO MEET OHIO EPA REQUIREMENTS):

The Ohio EPA may allow some of the required changes to be delayed until the next paint project. These items are listed as priority work since they are currently out of compliance.

1. Modify the overflow pipe discharge so it points downward to bring it into compliance with current Ohio EPA requirements. Note that the requirement is for a downward discharge, we have interpreted that to mean vertical. Install a duck bill check valve at the discharge.
2. Install a gasket on the wet interior roof hatch to meet current Ohio EPA requirements.
3. Install deflector bars at the end of the fill/draw pipe in the wet interior to meet current Ohio EPA requirements.
4. Install a sample tap on the fill/draw pipe to meet current Ohio EPA requirements.

7

RESOLUTION NO. 10 - 2025

**A RESOLUTION OF THE COUNCIL OF THE CITY OF SYLVANIA
SUPPORTING THE 10-YEAR, 1.4 MILL REPLACEMENT LEVY FOR
THE METROPOLITAN PARK DISTRICT OF THE TOLEDO AREA;
AND DECLARING AN EMERGENCY.**

WHEREAS, the Metropolitan Park District of the Toledo Area has placed a ten-year, 1.4 mill replacement levy request on the May 6, 2025 ballot; and,

WHEREAS, the proposed levy will allow the Metropolitan Park District of the Toledo Area to continue to provide access to clean, safe, natural park experiences; and,

WHEREAS, the total cost of the levy is equivalent to \$49.00 per year, for a home with the value of approximately \$100,000 based on this year's valuation.

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

SECTION 1. That this Council recognizes the importance of The Metropolitan Park District of the Toledo Area and its service to the community.

SECTION 2. That this Council finds that the need for the 10-year, 1.4 mill replacement levy is imperative in order to continue to operate and maintain the Toledo Area Metroparks.

SECTION 3. That this Council hereby supports The Metropolitan Park District of the Toledo Area and the Clerk is hereby directed to send a certified copy of this resolution to the Metropolitan Park District of the Toledo Area.

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

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

SECTION 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the City should provide its support for the passage of the

replacement levy prior to the vote of May 6, 2025. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by this Charter.

Vote on passage as an emergency: Yeas_____ Nays_____

Passed, _____, 2025, as an emergency measure.

ATTEST:

President of Council
APPROVED AS TO FORM:

Clerk of Council
APPROVED:

Director of Law

Mayor

Date

Sylvania Municipal Planning Commission

Minutes of the regular meeting of April 16, 2025. Mr. Schaaf called the meeting to order.

Acting Secretary, Timothy Burns, took the roll call Members present: Mayor Mark Frye, Kate Fischer, Carol Lindhuber, Ken Marciniak and Jeff Schaaf. (5) present.



Ms. Fischer moved, Mr. Marciniak seconded to approve the Minutes of the March 12, 2025, meeting as submitted. Vote being: Frye, Lindhuber, Fischer, Marciniak and Schaaf (5) aye; (0) nay. Motion passed by a 5 to 0 vote.

Item 3 – Lot Split app. no. 1-2025 – Requested by D. Edward Thornton of Feller, Finch & Associates, Inc. for Rachel N. McCarthy, for the property located at 5619 Parkwood Boulevard, Sylvania, Ohio 43560.

Mr. Shawn McCarthy, husband of Rachel McCarthy, was present. Mr. McCarthy explained that the intent of the lot split is to create another buildable lot.



Mr. Burns stated that the applicant has agreed to move the existing accessory building (which is not anchored to the ground), and the play structure, to the lot with the existing home.

Mr. Marciniak moved, Ms. Lindhuber seconded, to approve the application for the lot split, subject to the engineering departments requirements. Vote being: Frye, Lindhuber, Fischer, Marciniak and Schaaf (5) aye; (0) nay. Motion passed by a 5 to 0 vote.

 Item 4 – Council Referral for Review and Recommendation – SUP app. no. 1-2025 – requested by KIF Properties, Ltd. for the property located at 5834 Monroe Street, Suite M-N, Sylvania, Ohio 43560 to change the existing restaurant (B-4 Shopping Center District) into Crossview Community Church (B-4 with Special Use). 

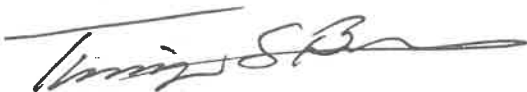
Mr. Matt Bernsdorff, Pastor for Crossview Community Church, was present.

Discussion took place amongst the members and comments were made about there being plenty of existing parking for a church.

 Ms. Fischer moved, Ms. Lindhuber seconded, to recommend to Council to approve the Special Use Permit application as requested. Vote being: Frye, Lindhuber, Fischer, Marciniak and Schaaf (5) aye; (0) nay. Motion passed by a 5 to 0 vote. 

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

Submitted by,



Timothy Burns, Acting Secretary
Municipal Planning Commission

PETITION FOR ZONING ORDINANCE AMENDMENT

To: City of Sylvania, Ohio
City Council and
Municipal Planning Commission

SUP-1-2025
Application No. 1-2025
Date 4/3/25

Petitioner Name(s): KIF Properties Ltd

Petitioner Address: 5550 W. Central
Toledo, Ohio 43615

Email: KIFREALSTATE@yahoo.com Telephone: (419) 705-5486

Location of property for which zoning amendment is requested:

Existing strip mall at 5800 Monroe Street, tenant space (5834 Monroe Street,
Suite M-N).

Purpose of amendment request: SPECIAL USE - CHURCH

Tenant would like to change the existing restaurant into Crossview Community Church.

Current Zoning: B-4 SHOPPING CENTER DISTRICT Requested Zoning: B-4 WITH SPECIAL USE

The undersigned, being one or more of the owners, lessees or occupants within the area proposed to be changed by the amendment, hereby petition for an Amendment to the Zoning Code, pursuant to Chapter 1107 of the Codified Ordinances of the City of Sylvania, Ohio, as amended.

- Attachments:
1. Full legal description of the property for which the Zoning Amendment is proposed.
 2. Area location map.
 3. Site plan - if plan is larger than 11" x 17", eighteen (18) copies must be submitted.

A check for \$300.00 + cost of advertising, payable to the City of Sylvania is attached for processing of said Petition. It is understood that no refund is to be made after the filing of the Petition.

By: [Signature]
4/3/25

Date referred by Council: April 7, 2025

Date of Commission Action: _____

Date of Council Action: _____

Action: _____

For Office Use Only

Date: 3/25/25 Check #: 126 Cash: — Fee: \$ 300⁰⁰

A

Board of Architectural Review

Minutes of the regular meeting of April 16, 2025. Mr. Schaaf called the meeting to order.

Acting Secretary, Timothy Burns, took the roll call. Members present: Mayor Mark Frye, Kate Fischer, Carol Lindhuber, Ken Marciniak and Jeff Schaaf. (5) present

Ms. Fischer moved, Mr. Marciniak seconded to approve the Minutes of the March 12, 2025, meeting as submitted. Vote being: Frye, Lindhuber, Fischer, Marciniak and Schaaf (5) aye; (0) nay. Motion passed by a 5 to 0 vote.

Item 3 –Regulated Sign – app. no. 6-2025 requested by Matt Park of Gardner Signs for Wes Banco, 5520 Monroe Street, Sylvania, Ohio 43560. Application is for a replacement pylon sign.

Mr. Marciniak moved, Ms. Fischer seconded, to approve the sign shown in the drawing submitted with the application. Vote being: Frye, Lindhuber, Fischer, Marciniak and Schaaf (5) aye; (0) nay. Motion passed by a 5 to 0 vote.

Item 4 – Regulated Sign – app. no. 7-2025 requested by Ashley Lindeman of Sign Vision Co. for Kroger, 6235 Monroe Street, Sylvania, Ohio 43560. Application is for twelve signs (four wall signs, two monument face replacements, four directional wall signs).

Ms. Lindhuber moved, Ms. Fischer seconded, to approve the signs shown in the drawing submitted with the application. Vote being: Frye, Lindhuber, Fischer, Marciniak and Schaaf (5) aye; (0) nay. Motion passed by a 5 to 0 vote.

Item 5 – Regulated Sign – app. no. 8-2025 requested by Rami Shaheen of Sign Dezin USA for Express Alterations, 5808 Monroe Street, Sylvania, Ohio 43560. Application is for a replacement pylon for a monument sign.

Ms. Fischer moved seconded, Ms. Lindhuber seconded, to approve the sign shown in the drawing submitted with the application. Vote being: Frye, Lindhuber, Fischer, Marciniak and Schaaf (5) aye; (0) nay. Motion passed by a 5 to 0 vote.

Item 6 - Regulated Sign – app. no. 9-2025 requested by Rami Shaheen of Sign Dezin USA for Ignite 419, 6740 W. Sylvania Avenue, Sylvania, Ohio 43560. Application is for a new wall sign.

Ms. Lindhuber moved, Mr. Marciniak seconded, to approve the sign shown in the drawing submitted with the application. Vote being: Frye, Lindhuber, Fischer, Marciniak and Schaaf (5) aye; (0) nay. Motion passed by a 5 to 0 vote.

Item 7 – Regulated Sign – app. no. 10-2025 requested by Dillon Patterson of Fast Signs for Sandlot Barbershop, 5689 N. Main Street, Sylvania, Ohio 43560. Application is for a new wall sign.

Karrie Brock of Fast Signs was present.

Board of Architectural Review
Minutes of April 16, 2025
Page 2

Mr. Marciniak moved, Ms. Lindhuber seconded, to approve the sign shown in the drawing submitted with the application. Vote being: Frye, Lindhuber, Fischer, Marciniak and Schaaf (5) aye; (0) nay. Motion passed by a 5 to 0 vote.

Ms. Lindhuber moved, Ms. Fischer 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

B

Sylvania Municipal Planning Commission

Minutes of the regular meeting of April 16, 2025. Mr. Schaaf called the meeting to order.

Acting Secretary, Timothy Burns, took the roll call Members present: Mayor Mark Frye, Kate Fischer, Carol Lindhuber, Ken Marciniak and Jeff Schaaf. (5) present.

Ms. Fischer moved, Mr. Marciniak seconded to approve the Minutes of the March 12, 2025, meeting as submitted. Vote being: Frye, Lindhuber, Fischer, Marciniak and Schaaf (5) aye; (0) nay. Motion passed by a 5 to 0 vote.

Item 3 – Lot Split app. no. 1-2025 – Requested by D. Edward Thornton of Feller, Finch & Associates, Inc. for Rachel N. McCarthy, for the property located at 5619 Parkwood Boulevard, Sylvania, Ohio 43560.

Mr. Shawn McCarthy, husband of Rachel McCarthy, was present. Mr. McCarthy explained that the intent of the lot split is to create another buildable lot.

Mr. Burns stated that the applicant has agreed to move the existing accessory building (which is not anchored to the ground), and the play structure, to the lot with the existing home.

Mr. Marciniak moved, Ms. Lindhuber seconded, to approve the application for the lot split, subject to the engineering departments requirements. Vote being: Frye, Lindhuber, Fischer, Marciniak and Schaaf (5) aye; (0) nay. Motion passed by a 5 to 0 vote.

Item 4 – Council Referral for Review and Recommendation – SUP app. no. 1-2025 – requested by KIF Properties, Ltd. for the property located at 5834 Monroe Street, Suite M-N, Sylvania, Ohio 43560 to change the existing restaurant (B-4 Shopping Center District) into Crossview Community Church (B-4 with Special Use).

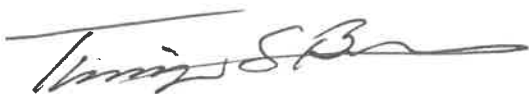
Mr. Matt Bernsdorff, Pastor for Crossview Community Church, was present.

Discussion took place amongst the members and comments were made about there being plenty of existing parking for a church.

Ms. Fischer moved, Ms. Lindhuber seconded, to recommend to Council to approve the Special Use Permit application as requested. Vote being: Frye, Lindhuber, Fischer, Marciniak and Schaaf (5) aye; (0) nay. Motion passed by a 5 to 0 vote.

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

Submitted by,



Timothy Burns, Acting Secretary
Municipal Planning Commission