

Sylvania City Council

July 21, 2025

7:15 p.m. Public Hearing

Proposed Ordinance No. 56-2025 (Nonconforming Signs)

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. McCann.
3. Additions to the agenda.
4. Approval of the Council meeting minutes from June 16, 2025.
5. Report from the Public Hearing for Proposed Ordinance No. 56-2025 held this date.
6. Report from the Zoning Committee meeting regarding Proposed Ordinance No. 63-2025, Nuisance Abatement, held on Monday, June 23, 2025 at 5:30 p.m.
7. Proposed Ordinance No. 74-2025, Amending Part Seven – Business Regulations Code of the Codified Ordinances of Sylvania, 1979, as amended, by amending Chapter 735 – Canvassers and Solicitors.
8. Water Storage Tank Maintenance.
 - a. Service Director's letter recommending contract award.
 - b. Proposed Ordinance No. 75-2025, Accepting the proposal of L.C. United Painting Co. to provide metal repairs and upgrades to the City's Water Storage Tanks.
9. Sanitary Sewer Connection Agreement – 5500 Monroe Street.
 - a. Service Director's letter recommending approval of agreement.
 - b. Proposed Ordinance No. 76-2025, Authorizing the Mayor and Director of Finance to enter into a Sanitary Sewer Connection Agreement Via Accommodation Tap with S&G Real Estate, LLC for this property.
10. Sanitary Sewer Connection Agreement – 5350 Silvertown Drive.
 - a. Service Director's letter recommending approval of agreement.
 - b. Proposed Ordinance No. 77-2025, Authorizing the Mayor and Director of Finance to enter into an installment payment agreement for the Sanitary Sewer Tap Fee, Connection Fee and Service Line for this property.
11. Erie Street & Monroe Street Roundabout Project.
 - a. Service Director's letter requesting approval of the agreement with ODOT.
 - b. Proposed Ordinance No. 78-2025, Authorizing the Mayor and Director of Finance to enter into an agreement with the State of Ohio, Department of Transportation relative to this project.

12. Plummer Pool Bath House Renovations – Change Order No. 2.
 - a. Service Director’s letter recommending approval of Change Order No. 2.
 - b. Proposed Ordinance No. 79-2025, Authorizing the Mayor and Director of Finance to approve Change Order No. 2 to this City’s agreement with Van Tassel Construction Corporation for this project.
13. Harroun Road & Holland-Sylvania Road Roundabout Application.
 - a. Service Director’s letter requesting authorization to submit a grant application for the Harroun Road and Holland-Sylvania Road Roundabout Project in the state-wide Congestion Mitigation & Air Quality (CMAQ) Program and the Carbon Reduction Program (CRP).
 - b. Proposed Resolution No. 12-2025, a Resolution authorizing the Mayor and Director of Finance to prepare and submit an application to participate in the CMAQ and CRP programs.
14. Criminal Justice Coordinating Council Violence Against Women Act Grant.
 - a. Law Director’s letter recommending acceptance of proposal.
 - b. Proposed Ordinance No. 80-2025, Accepting the proposal of Creadio to provide video creation and editing services for the funding grant requirement for this project.
15. Proposed Ordinance No. 81-2025, an Ordinance to authorize and ratify the execution of Then and Now Certificates by the Finance Director and the payment of amounts due for various purchase orders.
16. Proposed Ordinance No. 82-2025, Revising the Administrative, Departmental and Divisional Organization of the City and the Codified Ordinances thereof by amending Sylvania Codified ordinance Chapter 139 – Position and Compensation Plan.
17. Proposed Ordinance No. 83-2025, Ordinance approving the assessments heretofore authorized by Resolution No. 6-2025 for Street Lighting; levying said assessments; and declaring an emergency.
18. Proposed Ordinance No. 84-2025, To assess a Special Tax upon the lots and lands described in the schedule referred to herein to pay a part of the cost and expense of providing for the construction, maintenance, repair, cleaning and enclosing open drainage ditches within the corporate limits of the City of Sylvania for the year ending December 31, 2025.
19. Proposed Ordinance No. 85-2025, To assess a Special Tax upon the lots and lands described in the schedule referred to herein to pay a part of the cost and expense of providing for the removal and special treatment of shade trees for the purpose of controlling blight and disease of same; and for planting, maintaining, trimming and removing shade trees in an along the streets within public right-of-way of the City for the year ending December 31, 2025.
20. Service Director’s letter recommending City Council refer the Gateway Signage Standard concept packet to the August 13, 2025 Board of Architectural Review Committee meeting.
21. Service Director’s letter requesting authorization to begin letter of interest solicitation for the Centennial Road & Little Road Intersection Improvements Project.

22. Service Director's letter requesting authorization to advertise for bids for the Downtown Transportation Improvements/Aerial Utility Bury Construction Project.
23. Petition for Zoning Ordinance Amendment SUP-3-2025 from Benjamin & Amanda Milliron at 5916 Main Street, Sylvania, Ohio, to allow ground-mounted solar energy systems on their property. (Council referral to Plan Commission)
24. Application to the Sylvania City Council to change hours of operation of the City of Sylvania Designated Outdoor Refreshment Area (DORA) to be referred to Council Committee for review.
25. Committee reports.
26. Committee referrals.

INFORMATION

- A. Board of Architectural Review meeting minutes from July 16, 2025.
- B. Municipal Planning Commission meeting minutes from July 16, 2025.
- C. Safety Project Applications for April 2025.
- D. Elden & Erie Replacement Project information.

Minutes of the Meeting of Council
June 16, 2025

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The Council of the City of Sylvania, Ohio met in regular session on June 16, 2025 at 7:30 p.m. with Mayor Frye in the chair. Roll was called with the following members present: Marcus Hansen, Doug Haynam (excused), Brian McCann (excused), Shawn Murphy, Patrick Richardson, Lyndsey Stough, Mary Westphal; (5) present; (2) absent.

Roll call:
2 absent.

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

Pledge of
Allegiance.

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

The following items were added to the agenda: none.

Additions to the
agenda.

Mrs. Westphal moved, Ms. Stough seconded to approve the agenda as submitted; roll call vote being: Murphy, Westphal, Hansen, Richardson, Stough; (5) yeas; (0) nays. The motion carried.

Agenda approval.

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

Mrs. Westphal presented the June 2, 2025 regular meeting minutes. Mrs. Westphal moved, Mr. Murphy seconded, that since the Mayor, members of Council, and others had been furnished copies of these minutes prior to this meeting, Council dispense with the reading of these minutes at this time, and the journal of the minutes of the regular meeting of June 2, 2025 be approved; roll call vote being: Stough, Westphal, Hansen, Richardson, Murphy; (5) yeas; (0) nays. The motion carried.

Approval of
June 2, 2025
Council meeting
minutes.

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

Service Director's letter recommending approval of change order was placed on file. Ms. Stough presented and read aloud by title only, proposed Ordinance No. 69-2025, "Authorizing the Mayor and Director of Finance to approve Change Order No. 1 (Final) to this City's agreement with Freedom Roofing, Windows and Siding, LLC for the Pumping Station Roof Replacement Project to provide for one quantity overrun; increasing the contract amount by \$1,248; appropriating funds therefore; and declaring an emergency; Ms. Stough moved, Mrs. Westphal seconded for passage of Ordinance No. 69-2025 as an emergency measure; roll call vote being: Stough, Hansen, Westphal, Murphy, Richardson; (5) yeas; (0) nays. The motion carried.

Ordinance No.
69-2025, "...
Change Order
No. 1 (Final)...
Freedom
Roofing...
Pumping Station
Roof
Replacement..."

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

Service Director's letter requesting approval of the easement and authorization for payment was placed on file. Mr. Hansen presented and read aloud by title only, proposed Ordinance No. 70-2025, "Accepting an easement from Baumgartner, LLC for drainage and storm sewer purposes; dedicating the easement for public purposes; appropriating funds therefore; and declaring an emergency; Mr. Hansen moved, Mrs. Westphal seconded for passage of Ordinance No. 70-2025 as an emergency measure; roll call vote being: Westphal, Murphy, Stough, Hansen, Richardson; (5) yeas; (0) nays. The motion carried.

Ordinance No.
70-2025, "...
Easement from
Baumgartner...
Drainage &
Storm sewer
purposes..."

Minutes of the Meeting of Council
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Service Director's letter requesting approval of the proposal was placed on file. Mr. Hansen presented and read aloud by title only, proposed Ordinance No. 71-2025, "Accepting the proposal of Ohio excavating for storm sewer replacement at 6339 Monroe Street, Sylvania, Ohio; appropriating funds therefore in the amount of \$42,900; and declaring an emergency; Mr. Hansen moved, Ms. Stough seconded for passage of Ordinance No. 71-2025 as an emergency measure; roll call vote being: Stough, Hansen, Westphal, Murphy, Richardson; (5) yeas; (0) nays. The motion carried.

Ordinance No. 71-2025, "... Ohio Excavating... storm sewer replacement at 6339 Monroe..."

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

Service Director's letter recommending approval of the change order was placed on file. Mr. Richardson presented and read aloud by title only, proposed Ordinance No. 72-2025, "Authorizing the Mayor and Director of Finance to approve Change Order No. 3 (Final) to this City's agreement with Geddis Paving & Excavating for the Main Street Reconstruction Project for the additional seeding and mulching; increasing the contract amount by \$1,485; appropriating funds therefore; and declaring an emergency"; Mr. Richardson moved, Mr. Hansen seconded for passage of Ordinance No. 72-2025 as an emergency measure; roll call vote being: Westphal, Murphy, Stough, Hansen, Richardson; (5) yeas; (0) nays. The motion carried.

Ordinance No. 72-2025, "... Change Order No. 3 (Final)... Geddis... Main St. project... seeding & mulching..."

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

Ms. Stough moved, Mrs. Westphal seconded to refer Petition for Zoning Amendment No. SUP-2-2025, Perrysburg Energy (on behalf of the Sisters of St. Francis), 6832 Convent Blvd., to install carport solar canopies in parking lots B & C, to the Municipal Planning Commission for their review and recommendation; roll call vote being: Stough, Hansen, Westphal, Murphy, Richardson; (5) yeas; (0) nays. The motion carried.

Refer SUP-2-2025 to Plan Commission.

Ms. Stough moved, Mr. Murphy seconded to set a Public Hearing for SUP-2-2025, Perrysburg Energy (on behalf of the Sisters of St. Francis), 6832 Convent Blvd., to install carport solar canopies in parking lots B & C, for Tuesday, September 2, 2025 at 7:00pm in City Council Chambers at 6635 Maplewood Avenue, Sylvania, Ohio; roll call vote being: Hansen, Westphal, Stough, Murphy, Richardson; (5) yeas; (0) nays. The motion carried.

Set Public Hearing for SUP-2-2025 on 9/2/2025 at 7pm.

Minutes of the Meeting of Council
June 16, 2025

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

Service Director's letter requesting obsolete equipment be put on GovDeals.com for disposal was placed on file. Mr. Murphy moved, Mrs. Westphal seconded to approve obsolete equipment from the Parks and Streets Departments be placed on GovDeals.com for disposal; roll call vote being: Hansen, Richardson, Westphal, Murphy, Stough; (5) yeas; (0) nays. The motion carried.

Obsolete
Equipment to
GovDeals.com
for disposal.

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

Mrs. Westphal presented and read aloud by title only, proposed Ordinance No. 73-2025, a written copy of same having been previously furnished to each member of Council "An Ordinance to authorize and ratify the execution of Then and Now Certificates by the Finance Director and the payment of amounts due for various purchase orders; and declaring an emergency."; Mrs. Westphal moved, Mr. Hansen seconded for passage of Ordinance No. 73-2025 as an emergency measure; roll call vote being: Richardson, Hansen, Westphal, Murphy, Stough; (5) yeas; (0) nays. The motion carried.

Ordinance No.
73-2025, "...
Then & Now
Certificates..."

Mayor Frye stated all agenda items have been addressed.

Mrs. Westphal moved, Mr. Hansen seconded to adjourn at 7:53 p.m. Roll call vote being: Murphy, Westphal, Hansen, Stough, Richardson; (5) yeas; (0) nays.

Adjournment.

Clerk of Council

Mayor

ORDINANCE NO. 56 -2025

**AMENDING CHAPTER 1166 OF THE SYLVANIA CODIFIED
ORDINANCES BY AMENDING SECTION 1166.16 – NONCONFORMING
SIGNS; AND DECLARING AN EMERGENCY.**

WHEREAS, Ordinance No. 1-2006, passed February 22, 2006, adopted Chapter 1166 - Sign Regulations, which established requirements and standards for the erection and maintenance of signs within the City of Sylvania; and,

WHEREAS, Section 1166.16 – Nonconforming Signs established a deadline of January 1, 2026 for the removal of pole-mounted signs; and,

WHEREAS, due to the planned US23/Monroe Street Interchange Improvement Project and at the request of a business owner, the Director of Public Service has recommended that Section 1166.16 be amended to extend the deadline for removal of pole-mounted signs from January 1, 2026 to January 1, 2028; and,

WHEREAS, a public hearing was held on July 21, 2025 at 7:15 p.m. to consider said amendment and thereafter, legislation was authorized to amend Section 1166.16 and extend the deadline for removal of pole-mounted signs.

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

SECTION 1. That Section 1166.16 - Nonconforming Signs of the Codified Ordinances of Sylvania, 1979, be, and the same hereby is, amended to read as set forth on "Exhibit A."

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

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

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that this ordinance must be immediately effective to make necessary changes to the Codified Ordinances. 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

1166.16 NONCONFORMING SIGNS.

* * *

(e) Loss of Legal Nonconforming Status for Pole-Mounted Signs. In addition to the loss of legal nonconforming status as set forth in Section 1166.16(d), except for pole-mounted signs located on properties in B-4 Shopping Center Districts which properties consist of Ninety-five thousand (95,000) or more square feet of commercial or retail space, any other pole-mounted sign which becomes a legal nonconforming sign shall become an illegal sign on and after January 1, 2028.

* * *

(Ord. ____-2025. Passed ____-2025.)

“Exhibit A”

THE BLADE

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NOTICE OF PUBLIC HEARING SYLVANIA CITY COUNCIL

Notice is hereby given that a Public Hearing will be held before the Sylvania City Council in City Council Chambers, 6635 Maplewood Ave, Sylvania, OH 43560 on Monday, July 21, 2025 at 7:15 p.m. to discuss Proposed Ordinance 56-2025, "Amending Chapter 1166 of the Sylvania Codified Ordinances by amending Section 1166.16 - Nonconforming Signs"; and any person or persons interested in providing testimony, may be heard.

By Order of the Council of the City of Sylvania, Ohio,
Laura Bigelow, Clerk of Council
#667078

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I, Christina M. Myers being first duly sworn, make oath and say that I am an Advertising Clerk in the employ of The TOLEDO BLADE CO., the publishers of THE BLADE, that I personally know the facts herein stated, that said BLADE is a daily newspaper printed, and of general circulation in excess of 15,000, in said County, and in said State, and that the notice of which the below is a true copy of the text, was published in said Daily BLADE according to the above run schedule.

Subscribed in my presence and sworn to before me this 3rd day of June, A.D. 2025.

Connie J. Paul
Notary Public, State of Ohio



Connie J. Paul
Notary Public, State of Ohio
My Commission Expires:
02-26-2027

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ORDINANCE NO. 63-2025

AMENDING PART THIRTEEN – BUILDING CODE OF THE CODIFIED ORDINANCES OF SYLVANIA, 1979, AS AMENDED, BY AMENDING CHAPTER 1329 – NUISANCE ABATEMENT; AND DECLARING AN EMERGENCY.

WHEREAS, the Directors of Law and Public Service have recommended that Part Thirteen of the Building Code be amended to update and further define “nuisance” and the process for abating nuisances in the City; and,

WHEREAS, at the June 2, 2025 meeting of Sylvania City Council, the proposed amendments were referred to the Zoning and Annexation Committee for its review and recommendation; and,

WHEREAS, the Zoning and Annexation Committee met on June 23, 2025 to review the proposed amendments to Chapter 1329 and thereafter recommended that Sylvania Codified Ordinance Chapter 1329 be amended as set forth on the attached “Exhibit A.”

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

SECTION 1. That Chapter 1329 – Nuisance Abatement of the Codified Ordinances of Sylvania, 1979, as amended, be and it is, hereby further amended to read as set forth on the attached “Exhibit A.”

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

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

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

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

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2025, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

CHAPTER 1329

Nuisance Abatement

1329.01	Determining Conditions.
1329.02	Complaints; inspection of premises.
1329.03	Abatement of Nuisances; Standard Abatement.
1329.04	Abatement of Nuisances; Abatement by Demolition.
1329.05	Nuisance Abatement Board; Filing of Appeal.
1329.06	Hearing Procedure before the Nuisance Abatement Board.
1329.07	Abatement by City; Costs and Assessments.
1329.08	Emergency Abatement.
1329.09	Authority of City.
1329.10	Unlawful Interference Prohibited.
1329.11	Demolition and Lien Agreement; Costs.
1329.12	Fire Damaged Structure.
1329.13	Administrative Liability.
1329.14	Separability.
1329.99	Penalty.

1329.01 DETERMINING CONDITIONS.

For the purposes of abating public nuisances and assessing for the cost thereof, and prescribing the conduct, whether of omission or commission, of any natural person or business operating as a proprietorship, partnership, unincorporated association, or corporation, as owner or occupier of any lot of land within corporate limits of the City or of any building, house or other structure on any such lot of land, a public nuisance shall exist when:

- (a) Any structure that is in a state of any of, but not limited to, the following: dilapidation, deterioration or decay; faulty construction; overcrowded; open, vacant or abandoned; damaged by fire to the extent so as not to provide shelter; in danger of collapse or failure; and, dangerous to anyone on or near the premises; or
- (b) Any tree, stack of, or other object remains standing upon such lot of land in such condition that it shall, if such condition is suffered to continue, endanger the life, limb or property or cause hurt, unsightly, damage or injury to persons or property on or near the premises; or
- (c) Any physical condition or occupancy of any premises or its appurtenances considered an attractive nuisance to children, including, but not limited to, abandoned wells, shafts, basements, unguarded excavations and unsafe or unsecured structures, trees, or vegetation; or
- (d) There is the accumulation on any premises outside of any structure of earth, rubbish, junk, metal, motorized or non-motorized vehicles as or equipment or any parts thereof, or other unsightly or unsanitary materials, or has an uncontrolled growth of weeds. "Accumulation" means the gathering or buildup of any of the aforementioned items on a property that creates unsanitary or hazardous conditions; or
- (e) Any premises or structure that is manifestly capable of being a fire hazard, or is manifestly unsafe or unsecure so as to endanger life, limb or property; or
- (f) Any premises or structure that has unsanitary sewage or plumbing facilities or has been designated as unsafe for human habitation by the Zoning Administrator or designee or the Fire Chief or the Commissioner of Health; or
- (g) The conduct of any activity thereon or therein which by reason of noxious odors generated thereby, or of smoke, dust, dirt or water being cast or draining therefrom endangers or is harmful to the public health, welfare or safety, or materially interferes with the peaceful and lawful use, comfort and enjoyment of owners or occupants of

- nearby or adjacent lots of land or structures; or
- (h) Any structure becomes so out of repair and dilapidated that, due to inadequate maintenance or neglect, it endangers the public health, welfare or safety, or materially interferes with the peaceful enjoyment of owners or occupants of adjacent property; or
 - (i) There is any loud, unnecessary or unusual noise, or any noise or lighting which either annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of owners or occupants of nearby or adjacent lots of land or structures; or
 - (j) There is any placing, throwing or sweeping into any street, avenue, alley, park or public ground, any paper, nails, pieces of glass or board, fruit parings or skins, garbage, waste, leaves or clippings, ashes, cans, bottles, cartons, boxes, furniture, oil, dumping of dirt, parts of automobiles or any other matter of an unsightly or unsanitary nature, or the placing, throwing or sweeping of such matter upon any sidewalk or street crossing, or on any driveway, or upon the floor, stairway or hallway of any public building, theater, railway depot, railway platform or property of another; or
 - (k) There is an accumulation of any paper, fruit parings or skins, garbage, waste, ashes, cartons, boxes or any other matter of an unsightly or unsanitary nature in such manner that such matter could be blown onto any street, avenue, alley, park, public ground, sidewalk or property of another; or
 - (l) Any physical condition or occupancy of any premises or structure which shall, if such condition continues to exist, attract and propagate rodents, vermin or insects; or
 - (m) Any swimming pool or pond that is abandoned, unattended, unfiltered, or otherwise not maintained, resulting in the water becoming polluted by bacterial growth, algae, remains of insects, remains of deceased animals, reptiles, rubbish, refuse, debris, or any other material, which because of its location, becomes an unhealthy, unsafe or unsightly condition; or
 - (n) Any premises or structure from which the plumbing, heating or facilities required by this Code or any other applicable code in the State of Ohio have been removed, or from which utilities have been disconnected, destroyed, removed or rendered ineffective, or if vacant or abandoned effective precautions against trespassers have not been provided; or
 - (o) Any condition exists which, at common law, was classified as a public nuisance; or
 - (p) Any condition exists which has been declared a public nuisance by the Ohio Revised Code.

1329.02 COMPLAINTS; INSPECTION OF PREMISES.

(a) Whenever a complaint is made to the Zoning Administrator of the existence of a public nuisance as defined in Section 1329.01, he or she shall promptly inspect or cause to be inspected by the Fire Chief or designee, or the Commissioner of Health of Lucas County or designee, the premises on which it is alleged such public nuisance exists.

(b) For the purpose of enforcing this Chapter, the Zoning Administrator or designee is authorized, at any reasonable time, to enter upon and inspect any premises or property within the City when there is a reasonable cause to believe that a public nuisance, as defined in this Chapter, exists.

(c) If the Zoning Administrator or designee, or the Fire Chief or designee or the Commissioner of Health or designee, finds that a public nuisance exists and that it should be abated, abatement of such nuisance shall proceed in accordance with the provisions of Section 1329.03 and 1329.04 below.

1329.03 ABATEMENT OF NUISANCES; STANDARD ABATEMENT.

(a) Should the Zoning Administrator or designee, or the Fire Chief, find that a public nuisance as defined in Section 1329.01 exists, the Zoning Administrator or a designee shall cause photographs of such nuisance to be made. The Zoning Administrator or a designee shall serve a notice of violation conforming to the requirements of subparagraph (b) of this Section on each person and legal entity identified by the records of the Lucas County Auditor as being responsible for the payment of ad valorem property taxes levied upon the real estate upon which said nuisance is found in a manner authorized by subdivision (d) of this Section. The Zoning

Administrator or designee may also send the standard notice of violation to the lessee, tenant or occupant of the premises.

(b) The standard notice of violation shall: (i) describe the premises on which the public nuisance has been found to exist with reasonable certainty; (ii) describe the conditions constituting the public nuisance; (iii) state that the person or entity served with the standard notice of violation has seven calendar days in which to take one of the actions described in subparagraph (c) of this Section; (iv) state whether the Zoning Administrator or designee, or the Fire Chief, finds the public nuisance to constitute an emergency; (v) describe the remediation necessary to abate the public nuisance, which may include repair, rehabilitation and/or vacation of the premises; and (vi) specify the actions to be taken by the City pursuant to this Chapter upon failure to take one of the actions described in subparagraph (c) of this Section within the seven-day time limitation.

(c) Standard Notice of Violation. In cases in which demolition is not required for abatement, a person or entity served with a standard notice of violation shall have seven calendar days from receipt of the notice of violation to take one of the following actions: (i) fully and completely abate the public nuisance; (ii) work out a schedule, satisfactory to the Zoning Administrator or designee, for the nuisance abatement, with sufficient surety acceptable to the City to guarantee completion on schedule; or (iii) appeal the determination of the Zoning Administrator or designee of the existence of a public nuisance and/or the remedy required to the Nuisance Abatement Board by filing a written notice of appeal with the Zoning Administrator or designee. If a person or entity served with a standard notice of violation commences an appeal to the Nuisance Abatement Board in accordance with this Section, the Board shall affirm, reverse or modify the determinations made by the Zoning Administrator or designee. For purposes of this subsection, "sufficient surety acceptable to the City to guarantee completion on schedule" affords the City the sole discretion to select the necessary surety, which may include but not be limited to a cash bond or letter of credit.

(d) The standard notice of violation may be served by any of the following methods: (i) hand delivery; (ii) posting a notice of violation on the subject premises; (iii) sending certifying and ordinary U.S. Mail, addressed to the usual place of residence or customary place of business of the person or entity being served, as indicated by the current tax records of the Lucas County Treasurer or the real property records of the Lucas County Recorder.

(e) If no party served with a standard violation takes appropriate action to abate the nuisance, makes arrangements for later abatement of the nuisance that are acceptable to the Zoning Administrator, or institutes an appeal of the standard notice of violation to the Nuisance Abatement Board within seven calendar days following receipt of the standard notice of violation, the Zoning Administrator or designee is authorized to take immediate action to abate the nuisance. In the exercise of this authority the Zoning Administrator may direct municipal employees to enter upon the premises to perform the remediation work described in the standard notice of violation or may engage one or more contractors to enter upon the premises and perform the remediation work described in the standard notice of violation provided, however, that all expenditures required to engage the services of a contractor are approved in the manner required by the Ohio Revised Code. Alternatively, the Zoning Administrator may commence appropriate legal or administrative proceedings. In the event the Zoning Administrator determines to institute civil or criminal judicial proceedings or to pursue administrative remedies, the Law Director is authorized to commence such actions without further authorization by ordinance.

1329.04 ABATEMENT OF NUISANCES, ABATEMENT BY DEMOLITION.

(a) Should the Zoning Administrator or designee, or the Fire Chief, find that a public nuisance as defined in Section 1329.01 exists, and that abatement by demolition may be required, the Zoning Administrator, or a designee shall cause photographs of such nuisance to be made.

(b) The Zoning Administrator shall cause a thorough examination of the records of the Lucas County Auditor, Clerk of Courts, Recorder and Treasurer to be made and shall identify all persons and entities in possession of a legal interest of record in the real estate upon which the

public nuisance is found to exist. The Zoning Administrator shall serve a demolition notice of violation conforming to the requirements of subparagraph (c) of this Section on each person and entity possessing an interest of record in the real estate. Service shall be made in conformity with the requirements of subparagraph (d) of this Section.

(c) Contents of a Demolition Notice of Violation. The demolition notice of violation shall: (i) describe the premises on which the public nuisance has been found to exist with reasonable certainty; (ii) describe the conditions constituting the public nuisance; (iii) specify that an owner has thirty calendar days within which to either fully and completely abate the nuisance via demolition or work out a schedule satisfactory to the Zoning Administrator, or designee, for the demolition, with sufficient surety acceptable to the City to guarantee timely completion of the abatement according to schedule; and (iv) inform the interested parties of the date and time of the pre-scheduled adjudicatory hearing date before the Nuisance Abatement Board ("NAB"). The hearing date shall be set no less than thirty calendar days after the date of the demolition notice of violation. The NAB shall affirm, reverse, or modify the determinations made by the Zoning Administrator or designee or Fire Chief, in the demolition notice of violation, including the existence of the public nuisance and the demolition remedy deemed necessary by the Zoning Administrator or designee or Fire Chief. For purposes of this subsection, "sufficient surety acceptable to the City to guarantee completion on schedule" affords the City the sole discretion to select the necessary surety, which may include but not be limited to a cash bond or letter of credit.

(d) The demolition notice of violation shall be served by either hand delivery, or both the posting of a notice of violation on the subject premises and via certified and ordinary U.S. Mail, addressed to the usual place of residence or principal place of business of each person and entity entitled to receive the notices of violation, as indicated by current tax records of the Lucas County Treasurer or the real property records of the Lucas County Recorder. Judgment lien holders shall be served at the address last known to the Lucas County Auditor. Tenants and other persons in possession of the premises shall be served at the premises that are subject to the abatement proceeding.

(e) The final decision of the Nuisance Abatement Board regarding demolition shall be delivered to all persons entitled to notice in accordance with subparagraph (b) of this Section via hand delivery, or via certified and ordinary U.S. Mail, and a copy of the final decision shall be posted on the subject premises. Upon the decision of the Nuisance Abatement Board determining that demolition is required for abatement of a nuisance, the Zoning Administrator is authorized to abate the nuisance through demolition through such legal or administrative channels as are deemed most appropriate or through use of either City or private labor to effect the necessary nuisance abatement.

1329.05 NUISANCE ABATEMENT BOARD; FILING OF APPEAL.

(a) The Board of Zoning Appeals shall constitute the Nuisance Abatement Board ("NAB") for all purposes under this chapter. In accordance with Section 131.01, the Director of Law or his/her designee shall attend all NAB Hearings and serve as legal counsel to the NAB.

(b) The NAB may, by a majority vote of its membership, organize and adopt bylaws for its own governance provided they are consistent with the law and with any ordinances of the City. This shall also include the appointment of a secretary who shall be responsible for keeping minutes and all other papers related to the proceedings of the NAB.

(c) The NAB may adopt all procedural rules as may be necessary or beneficial for the conduct of its hearings.

(d) The NAB may affirm, reverse, or modify the finding of a public nuisance and the issuance of the abatement order, including a demolition order, by a majority vote. Upon timely appeal, it shall have jurisdiction to review all notices of standard violations issued under Section 1329.03 and all demolition notices of violation issued under Section 1329.04.

(e) The NAB shall meet as necessary. A majority of its members must be present to conduct a hearing.

(f) Any notice of appeal of a standard notice of violation must be made in writing

and delivered to the Zoning Administrator on or before seven calendar days after the date on which the standard notice of violation was served. An appeal of a standard notice of violation may only be initiated by the owner to whom the standard notice of violation is directed, or by the owner's attorney. The notice of appeal must include a written statement requesting a hearing signed by the owner or adversely affected party or by that party's attorney, a copy of the notice of violation being appealed, and a brief statement as to why they believe the standard notice of violation should be reversed or modified.

1329.06 HEARING PROCEDURE BEFORE THE NUISANCE ABATEMENT BOARD.

(a) The hearing for an appeal of a standard notice of violation shall occur not less than ten calendar days nor more than sixty calendar days after the Zoning Administrator's receipt of the notice of appeal. The hearing for the review of a demolition notice of violation shall occur on the date specified in the demolition notice of violation.

(b) The hearing before the NAB shall be an evidentiary hearing and shall be open to the public. At all hearings conducted pursuant to this section, any party may be represented by legal counsel. The rules of evidence utilized by courts shall not be applicable in hearings before the NAB. The NAB is empowered to subpoena witnesses and take testimony under oath administered by the chairman of the board or the Director of Law or his/her designee.

(c) Aside from representatives or agents of the City with knowledge of the alleged public nuisance, only individuals to whom a standard notice of violation or a demolition notice of violation have been addressed, or their attorneys, have the right to participate in an appeal or review before the NAB. The NAB, however, may, within its discretion, hear from other witnesses with knowledge of alleged nuisance, such as owners or occupants of adjacent or neighboring properties.

(d) Within thirty days after the evidentiary hearing, the NAB shall issue a written decision containing findings of fact and a conclusion as to whether the decision of the Zoning Administrator or designee, or the Fire Chief, as set forth in a notice of violation shall be affirmed, reversed, or otherwise modified in whole or in part. All decisions by the NAB shall be in writing. The decision may authorize action by the Zoning Administrator or designee, on behalf of the City, to abate the nuisance, including through demolition. Action by the Zoning Administrator or designee shall be through such legal or administrative channels as are deemed most appropriate or through use of either City or private labor to abate the nuisance, including through demolition.

(e) A copy of the NAB's decision shall be mailed via certified mail and via regular U.S. Mail, to the last known address of the owner or interested party who participated in the hearing. It shall be the responsibility of every owner and interested party to keep the NAB apprised of his or her current mailing address. For purposes of appeal pursuant to Chapter 2506 of the Ohio Revised Code, the final decision will be deemed to have been entered on the date that the NAB's decision is mailed.

(f) If the NAB affirms the findings in a demolition notice of violation, no demolition by the City shall take place sooner than thirty calendar days after the date of the NAB's decision.

1329.07 ABATEMENT BY CITY; COSTS AND ASSESSMENTS.

(a) Should the public nuisance not be abated as provided in the notice given pursuant to Section 1329.03 or Section 1329.04, the Zoning Administrator or designee shall have the right to enter upon the premises to abate such public nuisance. In abating any public nuisance, the Zoning Administrator or designee may take such action as is necessary to complete the abatement of the same and should it be practicable to sell or salvage any material resulting from such abatement, the Zoning Administrator may cause the same to be sold at public or private sale at the best price obtainable and keep an account of the proceeds thereof. Such proceeds shall be deposited in the General Fund of the City and any difference in the amount so received and the cost of the abatement shall be reported to Council, which shall levy an assessment against the premises upon which such nuisance was abated and cause such assessment to be certified and collected as other assessments by the City.

(b) Should the proceeds of the sale of any material salvaged in the course of such abatement exceed the cost thereof, the amount of such excess shall be paid to the owner of the premises upon filing a claim thereof and proof of title and right to such surplus.

(c) The Zoning Administrator or designee may utilize any labor or equipment of the City in making such abatement or the Zoning Administrator may contract privately for the abatement of the nuisance provided that Council authorizes the expenditure of such funds.

(d) Any and all expenses or costs incurred under this Chapter for the abatement, including removal, repair, alteration, securing, boarding, or demolition of a building or structure shall be paid by the owner of the land and/or responsible person as provided in Ohio Revised Code Section 715.261. If the owner and/or other responsible person fails to pay for the costs within thirty days after receipt of notice from the Zoning Administrator of a statement of the charges and costs incurred, the Zoning Administrator may certify such amount to the Finance Director. The Finance Director shall promptly make a written return to the Lucas County Auditor of the action under this section with a statement of the total costs and expenses, the amount credited for salvage, if any, and a proper legal description of the premises. Certification to the County Auditor is for the purpose of making such costs and expenses a lien upon the property, to be collected as other taxes and returned to the City with accounting thereof in accordance with Ohio Revised Code Section 715.261.

(e) As an alternative method to that in Section 1329.07(d), any expenses incurred by the City for nuisance abatement under this Chapter may be deemed a utility service charge and added to the following month's bill for water, sewer and/or refuse collection services furnished to the premises. Thereafter, nonpayment of the balance shall be grounds for termination of water and/or refuse collection service in accordance with procedures generally established for non-payment of utility service charges.

1329.08 EMERGENCY ABATEMENT.

(a) Whenever a public nuisance exists as defined in Section 1329.01 and the nature thereof constitutes an emergency as defined in subparagraph (b) of this Section, the Zoning Administrator or designee may take immediate action to abate the nuisance and such abatement may take place without prior notice to the titled owner of the premises on which the public nuisance exists. Notice of the action taken to abate the nuisance shall immediately be sent to the titled owner by certified mail with a return receipt requested and posted on the premises.

(b) As used in this section, "emergency" means an unforeseen combination of circumstances that calls for immediate action in order to preserve the public health, safety, welfare, or property against an imminent risk of physical harm.

(c) In any proceeding pursuant to this section, the determination that a public nuisance exists and constitutes an emergency as defined in subparagraph (b) of this Section shall be made solely by the Zoning Administrator or Fire Chief. As otherwise permitted in the City's Charter and Ordinances, the Zoning Administrator or designee shall have the express authority to engage any engineers or consultants to evaluate the need for emergency abatement.

1329.09 AUTHORITY OF CITY.

This Chapter shall be deemed to be an enlargement and not a limitation or restriction on the power or authority of the City or any officer thereof to take action or bring any suit or proceeding in respect to public nuisances otherwise provided for by law or ordinance of the City.

1329.10 UNLAWFUL INTERFERENCE PROHIBITED.

No person shall interfere with any municipal officer, designee, assistant, subordinate, employee or agent while they are engaged in or carrying out the abatement of a nuisance as set forth in this Chapter.

1329.11 DEMOLITION AND LIEN AGREEMENT; COSTS.

(a) Notwithstanding and in addition to all sections of this Chapter, the Zoning Administrator is authorized to enter into an Abatement, Demolition and Lien Agreement with the approval of a property owner or other responsible person to abate any public nuisance as defined

in Section 1329.01.

(b) In the event an Abatement, Demolition and Lien Agreement is executed by the Zoning Administrator and the property owner under this Section, no further notice is required to be given to the property owner regarding the nuisance and its abatement.

(c) Any and all expenses or costs incurred under this Chapter for nuisance abatement, including the removal, repair, alteration, securing or boarding of a building or structure shall be paid by the owner of the land and/or other responsible person as provided in Ohio Revised Code Section 715.261, which amount shall be included in the Abatement, Demolition and Lien Agreement. City Council is then authorized to certify the costs described herein to the Lucas County Auditor for the purpose of making such costs and expenses a lien upon the property, to be collected as other taxes and returned to the City with accounting thereof in accordance with Ohio Revised Code Section 715.261. In addition, and as an alternative method of obtaining payment of such expenses and costs, City may deem those expenses a utility service charge and collect them as provided in Section 1329.07(e).

1329.12 FIRE DAMAGED STRUCTURE.

(a) The City adopts the provisions of Ohio Revised Code Section 3929.86 where applicable and shall follow the procedures established herein and whereby in certain specified situations insurance proceeds recoverable for fire-damaged structures shall be deposited with the City to secure the cost and expenses incurred by the City for removal, repairs or securing of fire-damaged buildings or structures on the property pursuant to the Ohio Revised Code.

(b) The Finance Director is hereby designated as the officer of the City authorized to carry out duties of municipal officers under Ohio Revised Code Section 3929.86 and shall perform all duties in compliance therewith, including the establishment of a special fund known as the Fire Damaged Structures Account, Insurance Proceeds, and shall receive therein and disburse therefrom funds in accordance with the provisions of Ohio Revised Code Section 3929.86.

1329.13 ADMINISTRATIVE LIABILITY.

No officer, agent or employee of the City shall be rendered personally liable for any damage that may accrue to persons or property as a result of any act required or permitted in the discharge of duties under this Chapter. Any suit brought against any officer, agent or employee as a result of any act require or permitted in the discharge of his/her duties under this Chapter shall be defended by the Director of Law or the insurance carrier until final determination of the proceedings therein.

1329.14 SEPARABILITY.

It is the intention of Council that each separate provision of this Chapter shall be deemed independent of all other provisions herein, and it is further the intention of Council that if any provision of this Chapter is declared invalid, all other provisions hereof shall remain valid and enforceable.

1329.99 PENALTY.

(a) The owner, tenant, business or person in control of property that is deemed a public nuisance, as defined in this Chapter, who fails or refuses to comply with any notice or order to repair, vacate or demolish the public nuisance given by any person authorized by this Chapter is guilty of a minor misdemeanor and shall be fined not more than one hundred fifty dollars (\$150.00) for each offense. A separate offense shall be deemed committed each day that such public nuisance is permitted to exist after the time specified for the abatement thereof by the owner or occupant in any notice as provided for in this Chapter.

(b) Any owner, tenant, business, or person who has pleaded guilty or been convicted of an offense under any provision of this Chapter, or a substantially equivalent offense in another jurisdiction, within the previous twelve months shall be deemed guilty of a misdemeanor of the first degree and upon conviction thereof shall be fined not more than One Thousand Dollars (\$1,000.00), punishable as provided in Section 501.99.

(c) Whoever violates the provisions of Section 1329.10 shall be guilty of a misdemeanor of the second degree, punishable as provided in Section 501.99.

ORDINANCE NO. 74-2025

**AMENDING PART SEVEN – BUSINESS REGULATION CODE OF THE
CODIFIED ORDINANCES OF SYLVANIA, 1979, AS AMENDED, BY
AMENDING CHAPTER 735 – CANVASSERS AND SOLICITORS; AND
DECLARING AN EMERGENCY.**

WHEREAS, the Chief of Police has recommended that Part Seven – Business Regulation Code be amended to amend Chapter 735 – Canvassers and Solicitors to provide for tag day rules and regulations; and,

WHEREAS, Sylvania Codified Ordinance Chapter 735 shall be amended as set forth on “Exhibit A” attached hereto.

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

SECTION 1. That Chapter 735 – Canvassers and Solicitors of the Codified Ordinances of Sylvania, 1979, as amended, be and it is, hereby further amended to read as set forth on the attached “Exhibit A.”

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

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

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

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2025, as an emergency measure.

President of Council

ATTEST:

Clerk of Council

APPROVED:

Mayor

Date

APPROVED AS TO FORM:

Director of Law

735.01 DEFINITIONS.

* * *

- (d) "Tag Day" is a day on which contributions are solicited for a charity and small tags are given in return.
 - (e) "School System" means any and all public, parochial, private, charter, preschool, elementary school, junior high school, high school and college preparatory school as are licensed as schools or educational institutions under the laws of the State of Ohio and have a physical location within the City of Sylvania.
 - (f) "Charitable" relates to the assistance of those in need.
 - (g) "Contribution" means the promise, pledge, or grant of any money or property, financial assistance, or any other thing of value in response to solicitation.
- (Ord. ____-2025. Passed ____-2025.)

735.02 SALES ON PUBLIC PROPERTY PROHIBITED.

No person shall on any public street, alley, drive, lane, thoroughfare, right-of-way, court, highway, boulevard or on the sidewalks thereof, solicit for charitable contributions or for the sale of any merchandise, wares, goods, foods, periodicals or other articles of value for present or future delivery. (Ord. ____-2025. Passed ____-2025.)

* * *

735.06 TAG DAY; PERMIT TO SOLICIT CHARITABLE CONTRIBUTIONS.

- (a) Certain charitable organizations may apply for and obtain a permit to solicit contributions in the City of Sylvania. The Director of Public Safety shall prescribe a form and receive applications to solicit contributions within the City.
- (b) An application may be made only by:
 - 1. A charitable organization that has received from the Internal Revenue Service a currently valid ruling or determination letter recognizing the tax-exempt status of the organization pursuant to Section 501(c)(3) of the Internal Revenue Code, as amended. Said Internal Revenue Service ruling or determination and statement of good standing must be attached to the application.
 - 2. Solicitors on behalf of school systems as defined.
- (c) An application to solicit in the City of Sylvania must be submitted no less than fourteen (14) days in advance and shall state the date and times for which the permit is sought. A permit under this section shall not be issued to a charitable organization for more than one day each calendar year.
- (d) If an organization desires to place a number of solicitors in the City simultaneously, they may make a group application to cover all of them; however, they must provide names, dates of birth and phone numbers for all persons participating as solicitors. A separate card will be issued to each solicitor as proof of registration to be carried with them while soliciting.

"Exhibit A"

8a.



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

July 21, 2025

To: The Mayor and Members of Sylvania City Council

Re: **Water Storage Tank Maintenance
Construction Award Recommendation (LC United Painting, Co.)**

Dear Mr. Mayor and Council Members:

The Service Department was authorized on April 21, 2025 to enter into an agreement with Dixon Engineering to provide water tank engineering services (Ord. 52-2025). Dixon's scope of work included preparing the necessary engineering drawings, specifications, bidding documents and administration, and construction administration to address several OEPA items ahead of tank painting projects, currently scheduled for 2028 and 2029. The Dixon Engineering construction cost estimate was \$30,000.

Dixon solicited quotes from three prequalified water tank contractors and the lowest quote received was from L.C. United Painting Co. from Sterling Heights, Michigan in the amount of \$48,000. The other two quotes received were in the amount of \$77,200 and \$92,250. Dixon has worked with L.C. United Painting Co. on numerous past projects and is recommending the City move forward with the work. Enclosed is a copy of their bidding recommendation letter.

This would be the final budgeted improvement project from the 701 account with funds to be provided from 701-7525-53501. We budgeted \$1,839,000 in scheduled improvements for 2025 and the actual cost for all the work (including the tank improvements) is scheduled to be \$1,854,007 (\$15,007 over budget). Although over budget, we are comfortable recommending this award.

Therefore, we recommend the contract with L.C. United Painting Co. from Sterling Heights, Michigan in the amount of \$48,000 be awarded. Please call with any questions.

Sincerely,

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

6730 MONROE STREET • SYLVANIA, OHIO 43560-1948 • (419) 885-8965 • FAX (419) 885-0486
www.cityofsylvania.com

8b.

ORDINANCE NO. 75-2025

ACCEPTING THE PROPOSAL OF L.C. UNITED PAINTING CO. TO PROVIDE METAL REPAIRS AND UPGRADES TO THE CITY'S WATER STORAGE TANKS; APPROPRIATING FUNDS THEREFORE IN THE AMOUNT OF \$48,000; AND DECLARING AN EMERGENCY.

WHEREAS, Ordinance No. 52-2025, passed April 21, 2025, accepted the proposal of Dixon Engineering, Inc. to provide engineering services for necessary improvements to the City's water storage tanks and appropriated funds therefore in the amount of \$11,000; and,

WHEREAS, Dixon Engineering's scope of work included preparing the necessary engineering drawings, specifications, bidding documents and administration, and construction administration; and,

WHEREAS, Dixon Engineering solicited proposals from three prequalified water tank contractors and the lowest proposal received was from L.C. United Painting Co. in the amount of \$48,000; and,

WHEREAS, the Director of Public Service, in a report dated July 21, 2025, has recommended that the proposal of L.C. United Painting Co. to provide all EPA metal repairs as required and upgrades for each water tank, at a cost of Forty-Eight Thousand Dollars (\$48,000.00), be accepted.

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

SECTION 1. That the proposal of L.C. United Painting Co. in the amount of Forty-Eight Thousand Dollars (\$48,000.00) for providing EPA metal repairs as required and upgrades for necessary improvements to the City's water storage tanks, is hereby accepted.

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

SECTION 3. That to provide funds for said engineering services hereby authorized, there is hereby appropriated from the **WATER FUND** from funds therein not heretofore appropriated to **Account No. 701-7525-53501 – Utility Improvements** the amount of Forty-Eight Thousand Dollars (\$48,000.00).

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

Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

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

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

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2025, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date



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

July 8, 2025

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

Subject: EPA Repairs on (3) Water Storage Tanks
Recommendation for Award

Dear Joseph:

Dixon Engineering has reviewed the bids submitted for performing the EPA metal repairs and upgrades of the City of Sylvania's (3) water storage tanks and recommends award to the low bidder, L.C. United Painting Co., Inc. of Sterling Heights, MI, for the bid amount of \$48,000. This includes all line items for each tank. A total of (3) bids were received. LC United Painting is a prequalified contractor with Dixon for this scope of work and has completed similar projects of this scope.

Enclosed for your review and action is a copy of the Notice of Award. After the City's approval, please sign and forward three copies to the contractor for signature. Instruct the contractor to return one copy to you, forward a copy to our office, and retain a copy for his files. Also, please notify the contractor that he is to forward to our office the required bonds and certificate(s) of insurance for inclusion in the contract documents.

If you have any questions regarding our recommendation, please contact me at (330) 242-2316.

FOR DIXON ENGINEERING, INC.,

A handwritten signature in cursive script, appearing to read "Shannon C. Vidika".

Shannon C. Vidika
Regional Project Manager – Eastern Division
AMPP/NACE Certified #10335



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

July 21, 2025

To: The Mayor and Members of Sylvania City Council

Re: **Sanitary Sewer Connection Agreement with S and G Real Estate, LLC – 5500 Monroe Street**

Dear Mr. Mayor and Council Members:

The Service Department was recently contacted by the property owner for a currently abandoned gas station parcel located at the northwest corner of Monroe Street and Whiteford Road (5500 Monroe Street). The property owner is interested in connecting to the public sanitary sewer system along the north side of Monroe Street for a new business (Hungry Howie's Pizza).

The parcel is located in Sylvania Township and lies outside of the City's Sanitary Sewer Service Area. The Service Department consulted with the Lucas County Sanitary Engineer (LCSE) about the availability of sanitary sewer to this parcel from their service area and determined it to be not feasible. The closest City maintained sewer is approximately 150 feet west of the parcel. As a result, the LCSE has provided the City with the authority to allow for the connection via an accommodation tap (see Exhibit B).

In order to provide the service to an entity outside of our service area a Sanitary Sewer Connection Agreement Via Accommodation tap document was developed and agreed to by the property owner. All costs for the connection are to be bore by the property owner. Also, should a future public sanitary sewer be constructed along the property frontage the owner agrees to pay for their share of the assessed cost and will disconnect the accommodation tap and reconnect to the newly installed sewer.

We recommend approval of this Sanitary Sewer Connection Agreement Via Accommodation Tap with S and G Real Estate, LLC for the property located at 5500 Monroe Street. Please call with any questions.

Sincerely,

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

9b.

ORDINANCE NO. 76-2025

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO A SANITARY SEWER CONNECTION AGREEMENT VIA ACCOMMODATION TAP WITH S&G REAL ESTATE, LLC; AND DECLARING AN EMERGENCY.

WHEREAS, S & G Real Estate, LLC is the owner of real property located at 5500 Monroe Street in Sylvania Township; and,

WHEREAS, this property is also outside of the City's Sanitary Sewer Service Area, however, the Lucas County Sanitary Engineer has acknowledged that there is no publicly available sanitary sewer abutting the property; and,

WHEREAS, the Lucas County Sanitary Engineer has granted the authority to the City of Sylvania to provide for such connection via an accommodation tap; and,

WHEREAS, the City and S&G Real Estate, LLC have reached an agreement whereby S&G Real Estate, LLC will be permitted to tap in to the City of Sylvania Sanitary Sewer at the property owner's cost; and,

WHEREAS, the Director of Public Service, by report dated July 21, 2025, has recommended approval of the Sanitary Sewer Connection Agreement via Accommodation Tap attached hereto as "Exhibit A."

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

SECTION 1. That the Mayor and Director of Finance are hereby authorized to enter into a Sanitary Connection Agreement via Accommodation Tap attached hereto as "Exhibit A."

SECTION 2. That the Director of Law shall cause said Sanitary Sewer Connection Agreement via Accommodation Tap to be recorded in the Office of the Lucas County Recorder.

SECTION 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in

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

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

SECTION 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the accommodation tap for the sanitary sewer connection for the property at 5500 Monroe Street should be provided for immediately and therefore this Ordinance should be effective immediately. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2025, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date _____

SANITARY SEWER CONNECTION AGREEMENT VIA ACCOMMODATION TAP

WHEREAS, the undersigned represents that they are the owner in fee simple of the real estate described on "Exhibit A" attached hereto and made a part hereof or the undersigned collectively represent that they own said real estate in fee simple and include all those having any dower rights therein, in which case all references herein to the undersigned shall be construed to refer to all of those comprising the undersigned whether singular, plural, male, female or neuter; and,

WHEREAS, the undersigned property is located in Sylvania Township and lies outside of the City of Sylvania's Sanitary Sewer Service Area; and,

WHEREAS, the Lucas County Sanitary Engineer has acknowledged there is no publicly available sanitary sewer abutting the parcel described in "Exhibit A" within their service area to allow for a potential connection and has granted the authority to the City of Sylvania to provide for such connection via an accommodation tap according to their letter ("Exhibit B") dated June 23, 2025; and,

WHEREAS, the undersigned has expressed an interest to connect to the closest available public sanitary sewer system at the undersigned's sole expense which is located approximately 150 feet to the west of the property and is located within the City of Sylvania's Sanitary Sewer Service Area.

NOW, THEREFORE, the City and the undersigned, for its successors and assigns, do hereby agree to the following:

1. The undersigned agrees there is no sanitary sewer line abutting the property described in "Exhibit A" for which there has been a previous sanitary sewer assessment levied.

2. The undersigned agrees the property described in "Exhibit A" is in need of a sanitary sewer service and for which they ask for permission to make a temporary connection to the 10" public sanitary sewer system located along the north side of Monroe Street according to the construction plans on file with the City of Sylvania according to drawing record A-631, Sanitary Sewer and Waterline for Capital Bank, Sylvania, Ohio.
3. Should said privilege be granted, the undersigned agrees that this permission and the making of such connection shall not relieve the owner from paying it's apportionment of the cost of the construction and maintenance of any sanitary sewer lines that may hereafter be constructed along Monroe Street or Whiteford Road for which said property would, in the absence of the above permission and connection, be liable.
4. The undersigned agrees to not object to the construction and assessments incurred by any future sanitary sewer lines abutting or benefitting the parcel described in Exhibit A.
5. The undersigned agrees to connect to such sanitary sewer, which may be built in Monroe Street or Whiteford Road and to disconnect and remove any such temporary connection upon receipt of a ninety (90) day written notice from the City of Sylvania, with all expenses at the undersigned's cost.
6. The undersigned agrees to assume the prorated share of the assessed amount for the construction of a sanitary sewer to serve the property.
7. This agreement shall be binding upon my heirs, executors, administrators, and successors and assigns and is valid in the event said property is annexed to the City of Sylvania.
8. Prior instrument reference: 20200723-0029776.

IN WITNESS WHEREOF, this instrument has been executed by the parties as of the date set forth below.

GRANTOR:

S and G Real Estate, LLC
An Ohio limited liability company



STATE OF OHIO

}SS

COUNTY OF LUCAS,

Before me, a Notary Public, in and for said County and State, personally appeared this 1st day of July 2025 Dan Bergham Budi,
as an authorized agent of the company, and on behalf of the company, who acknowledged the signing thereof to be a voluntary act.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.



KATHY A KAMINSKY
Notary Public
State of Ohio
My Comm. Expires
April 14, 2026

Notary Public Kathy Kaminsky

My commission expires: 04/14/2026

[Grantee's signature and acknowledgement page follows.]

GRANTEE:

CITY OF SYLVANIA, OHIO,
An Ohio municipal corporation

By: _____
Mark R. Frye, Mayor

By: _____
Toby A. Schroyer, Director of Finance

STATE OF OHIO

}SS

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Mark R. Frye, Mayor, and Toby A. Schroyer, Director of Finance, on behalf of the City of Sylvania, Ohio, an Ohio municipal corporation.

Notary Public _____

My commission expires: _____

Approved as to form and content:

Leslie B. Brining, Director of Law

This instrument prepared by:
Joseph E. Shaw, P.E., P.S.
Safety/Service Director
City of Sylvania, Ohio
6730 Monroe Street
Sylvania, Ohio 43560

Exhibit A

That part of the Southeast one-quarter (1/4) of the Southeast one-quarter (1/4) of Section eleven (11), Town nine (9) South, Range six (6) East, in Sylvania Township, Lucas County, Ohio, bounded and described as follows:

Beginning at a point of the intersection of the centerline of Monroe Street and the East line of said Section eleven (11); then North along the East line of said Section eleven (11), a distance of two hundred seven and seventy-seven hundredths (207.77) feet; thence Northwesterly parallel to the centerline of Monroe Street, a distance of one hundred seventy and twenty-two hundredths (170.22) feet; thence Southerly deflecting ninety-seven (97) degrees, twenty-two (22) minutes to let a distance of one hundred seven and forty hundredths (107.40) feet; thence South deflecting eighteen (18) degrees, twenty-one (21) minutes to the left a distance of eighty-nine and thirty-nine hundredths (89.39) feet to the center of Monroe Street, the last mentioned course being parallel to the East line of said Section eleven (11); thence Southeasterly along the center line of Monroe Street, a distance of two hundred seven and seventy-seven hundredths (207.77) feet to the point of beginning, excepting therefrom that part thereof as conveyed to the Board of Lucas County, Ohio Commissioners, by Deed dated March 9, 1982, received for record April 14, 1982 in Deed Records 82-115-B10, Lucas County, Ohio Records for Monroe Street-Whiteford Road Improvement No. 762.

Subject to legal highways.

TDP 78-13827

5500 Monroe Street



Exhibit B

**Board of County
Commissioners**
Lisa A. Sobecki
President
Pete Gerken
Anita Lopez

**Office of the
Sanitary Engineer**
James P. Shaw III, P.E.
Sanitary Engineer

June 23, 2025

City of Sylvania
Department of Public Service
c/o: Joe Shaw, P.E., P.S.
6730 Monroe Street
Sylvania, OH 43560

Mr. Shaw:

I understand that the Parcel 78-13827 located at 5500 Monroe Street is located in Sylvania Township and would like to connect to a sanitary sewer. The closest sanitary sewer to connect would be to The City of Sylvania's manhole approximately 150' West of this property. This is an acceptable and reasonable solution to provide this property with sanitary sewer.

If you have any questions/comments, please feel free to contact me at 419-213-2926.

Sincerely,

Nathaniel L. Inkrott, P.E.
Assistant Sanitary Engineer
Lucas County
1111 South McCord Road
Holland, OH 43528

10a.



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

July 21, 2025

To: The Mayor and Members of Sylvania City Council

Re: **Sanitary Sewer Connection Agreement with Nicole A. Urbanski – 5350 Silvertown Drive**

Dear Mr. Mayor and Council Members:

On March 24, 2025 the Sewers Department conducted a field review of the property located at 5350 Silvertown Drive to determine if the property was connected to the publicly available sanitary sewer system. The field review determined the property was not connected. Pursuant to Sylvania Codified Ordinance 929.22, *"Every owner or occupant of real property which bounds or abuts on a sanitary sewer in the City shall make adequate and property connection with such sanitary sewer..."* The Service Department notified the Toledo-Lucas County Health Department accordingly and a Public Health Order notice was issued by their office on April 10, 2025 establishing a date of connection to be no later than April 11, 2026.

The Service Department has coordinated the connection of the property to the public sanitary sewer system with the owner, Ms. Nicole A. Urbanski. Ms. Urbanski has requested City assistance to bring the property into compliance and we have agreed to a plan with conditions outlined in the enclosed agreement. Ohio Excavating, Inc. is currently under contract with the City to perform waterline replacement work on Silvertown Drive and submitted a proposal to the City to make this connection. The total cost of the project, including recording, permitting, and construction work is \$9,316.02.

The agreement stipulates the City will construct and administer the project and spread the property owner's cost over a 5-year term with \$169.52 monthly payments due to the City as an additional line item on the customer's utility billing account. We recommend approval of this sanitary sewer connection agreement. Please call with any questions.

Sincerely,

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

6730 MONROE STREET • SYLVANIA, OHIO 43560-1948 • (419) 885-8965 • FAX (419) 885-0486
www.cityofsylvania.com

106.

ORDINANCE NO. 77-2025

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AN INSTALLMENT PAYMENT AGREEMENT FOR THE SANITARY SEWER TAP FEE, CONNECTION FEE AND SERVICE LINE FOR THE PROPERTY LOCATED AT 5350 SILVERTOWN DRIVE, SYLVANIA, OHIO; AND DECLARING AN EMERGENCY.

WHEREAS, the Service Department recently conducted a field review and discovered that 5350 Silvertown Drive, Sylvania, Ohio was not connected to the City's sanitary sewer system although sanitary sewer is available at the property; and,

WHEREAS, following notification, the Toledo-Lucas County Health Department issued a Notice to Connect to Nicole A. Urbanski, the property owner; and,

WHEREAS, the Director of Public Service, by report dated July 21, 2025, recommends the connection of Ms. Urbanski's property to the City's sanitary sewer system at a cost of \$9,316.02; and,

WHEREAS, the City and Ms. Urbanski have agreed to an installment payment agreement for the payment of said fees, a copy of the Agreement is attached hereto as "Exhibit A."

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

SECTION 1. That the Mayor and Director of Finance be, and they hereby are, authorized to enter into an Installment Payment Agreement for the sanitary sewer tap fee, connection fee and sewer line for property located at 5350 Silvertown Drive, Sylvania, Ohio owned by Nicole A. Urbanski, a copy of said Agreement attached hereto as "Exhibit A."

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and 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, Sections 11 and 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 entered into at the earliest possible time and therefore this Ordinance should be effective forthwith. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote on passage as an emergency: Yeas_____ Nays_____

Passed, _____, 2025, as an emergency measure.

ATTEST: _____
President of Council

Clerk of Council

APPROVED: _____ APPROVED AS TO FORM:

Mayor

Director of Law

Date

SANITARY SEWER CONNECTION AGREEMENT

WHEREAS, the undersigned represents that she is the owner in fee simple of the real estate described on "Exhibit A" attached hereto and made a part hereof or the undersigned collectively represent that she owns said real estate in fee simple and include all those having any dower rights therein, in which case all references herein to the undersigned shall be construed to refer to all of those comprising the undersigned whether singular, plural, male, female or neuter; and,

WHEREAS, pursuant to Sylvania Codified Ordinance 929.22, "*Every owner or occupant of any real property which bounds or abuts on a sanitary sewer in the City shall make adequate and property connection with such sanitary sewer according to the regulations of this chapter...*"; and,

WHEREAS, on March 24, 2025 the City of Sylvania Sewers Department conducted a field review of the property located 5350 Silvertown Drive and determined the property was not connected to the publicly available sanitary sewerage system along Silvertown Drive and subsequently notified the Toledo Lucas County Health Department of such finding; and,

WHEREAS, on April 10, 2025 the Toledo Lucas County Health Department provided a Public Health Order notice, provided as Exhibit B, to the property owner ordering the dwelling to connect to the publicly available sanitary sewerage system and have the existing sewage treatment system (septic system) abandoned in accordance with Ohio Administrative Code 3701-29-21 by April 11, 2026; and,

WHEREAS, the property owner has solicited for interested contractors to connect the property to the public sanitary sewer system and received a quote, provided as Exhibit C, in the amount of nine thousand four hundred dollars (\$9,400) to complete the scope of work; and,

WHEREAS, the City of Sylvania, on the request of the undersigned, has indicated her willingness to cooperate with the undersigned by permitting, on conditions hereinafter set forth, the single-family residence located on a lot or parcel consisting of said real estate, to connect the structure to the public sanitary sewer system and assess all permitting and construction costs over a five (5) year period to the customer's sewer/water utility bill with monthly payments to the City according to the schedule of costs and amortization schedule, provided as Exhibit D.

NOW, THEREFORE, in consideration of said real estate consisting of a single-family residence, to request the City to administer the permitting and construction of connecting the property to the sanitary sewer system, the City and the undersigned, for herself, her successors and assigns, do hereby agree to the following:

1. With respect to said real estate, to pay to the City of Sylvania, Ohio, costs of said sanitary sewer permitting and construction costs and associated administrative and recording fees, totaling nine thousand three hundred sixteen dollars and two cents (\$9,316.02) plus an interest rate of 3.51% per annum in equal monthly installments of one hundred sixty-nine dollars and fifty-two cents (\$169.52) over a five (5) year period computed and payable on the monthly utility bill of said real estate and the first installment payment is due **January, 2026**. The last installment payment to be due in **December, 2030**, barring any early payment by the owner of said real estate.
2. At such time as the said real estate, or any part thereof, is no longer owned by the undersigned the entire unpaid balance shall be paid to the City. This document, as of the date of execution and recording in the office of the Recorder of Lucas County, Ohio shall constitute a lien against said real estate in favor of the City of Sylvania, Ohio for the full amount. The City of Sylvania is hereby granted the right and authority to foreclose such lien as any other liens upon real estate are or may be foreclosed and to recover in such foreclosure action the unpaid amount of such lien and the amount of all expenses in connection with the lien and foreclosure including, but not limited to, lien recording fees, title expense, attorney fees and court costs.

3. The Contractor shall haul away all debris and regrade said sanitary sewer connection area with topsoil and seeding.
4. If any part, clause, provision or condition of this Agreement is held to be void, invalid, or inoperative, such voidness, invalidity or inoperativeness shall not affect any other cause, provision or condition hereof; but the remainder of this Agreement shall be effective as though such clause, provision or condition has not been contained herein.
5. This Agreement shall bind the heirs, successors and assigns of the undersigned, shall bind said real estate and run with the land, and shall inure to the benefit of the City of Sylvania, Ohio, its successors and assigns.
6. Except the lien for current taxes and assessments, the undersigned warrant that said real estate is free and clear of mortgages and liens except for those recorded in the Office of the Recorder of Lucas County, Ohio.
7. Prior instrument reference: 20210430-0021738.

The undersigned has hereunto set her hand this 11th day of July, 2025.


Nicole A. Urbanski

STATE OF OHIO

}SS

COUNTY OF LUCAS,

Before me, a Notary Public, in and for said County and State, personally appeared Nicole A. Urbanski, who acknowledged the signing thereof to be her voluntary act and deed for the purpose therein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

Notary Public





Ashley Jean Everett
Notary Public, State of Ohio
My Commission Expires:
03/04/2028

My commission expires: 3-4-2026

CITY OF SYLVANIA, OHIO,
An Ohio municipal corporation

By: _____
Mark R. Frye, Mayor

By: _____
Toby A. Schroyer, Director of Finance

STATE OF OHIO

}SS

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Mark R. Frye, Mayor, and Toby A. Schroyer, Director of Finance, on behalf of the City of Sylvania, Ohio, an Ohio municipal corporation.

Notary Public _____

My commission expires: _____

Approved as to form and content:

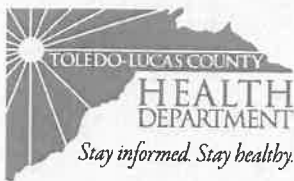
Leslie B. Brining, Director of Law

This instrument prepared by:
Joseph E. Shaw, P.E., P.S.
Safety/Service Director
City of Sylvania, Ohio
6730 Monroe Street
Sylvania, Ohio 43560

Exhibit A

Situated in the City of Sylvania, Ohio and being lots numbered three (3) and four (4) in Cooper Place, a subdivision in the City of Sylvania, Lucas County, Ohio, in accordance with Volume 45-B of Plats, Page 77.

TDP 82-38011
5350 Silvertown Drive



635 North Erie Street
Toledo, Ohio 43604-5317
419.213.4100
419.213.4017 Fax
boardofhealth@co.lucas.oh.us

Exhibit B

Public Health Order

April 10, 2025

Nicole A Urbanski
5350 Silvertown Drive
Sylvania, OH 43560

RE: 5350 Silvertown Drive, Parcel Number - 8238007

This letter is to inform you that our department was recently made aware that a public sanitary sewer tap connection is available for your property. Therefore, per Ohio Administrative Code 3701-29-06 (I)(1), the Board of Health for the Toledo Lucas County Health Department has made the determination that a sanitary sewerage system is accessible to the dwelling or structure located at the above parcel.

With the making of this determination, per Ohio Administrative Code 3701-29-06 (I), it is ordered that the dwelling and/or structure on this parcel must connect to the sanitary sewage system and have the existing sewage treatment system (septic system) abandoned in accordance with OAC 3701-29-21 by April 11, 2026.

Should you claim to be aggrieved or adversely affected by this order you may request a hearing with the Board of Health per OAC 3701-29-23(D), ORC 3718.02(A)(18) and ORC 3718.11. This request must be submitted in writing to the Board of Health.

A copy of this Public Health Order is also being provided to the City of Sylvania Department of Public Service.

Please do not hesitate to contact our department with any questions or concerns.

Sincerely,

Karim Baroudi, MPH, REHS
Health Commissioner
(419)-213-4100

Karim Baroudi, MPH, REHS
Health Commissioner

LUCAS COUNTY REGIONAL HEALTH DISTRICT BOARD MEMBERS

Barbara Sarantou, President
Amr Elaskary, CPA, CFE, Vice President
Cheryl Crowder, RN, BSN
Sonia Flunder-McNair
Ted Kaczorowski
David Karmol
Paul J. Komisarek
Richard L. Munk, MD
Susan Postal, EMT-P
Johnathon Ross, MD
Matthew Sapara
Donna A Woodson, MD

AN EQUAL OPPORTUNITY EMPLOYER

The Department operates in
accordance with Title VII of the
Civil Rights Act of 1964

Visit us on the web at:
www.lucascountyhealth.com

PROPOSAL



9339 W. Bancroft St.
Holland, OH 43528
Office: 419-829-2965
Fax: 419-829-8634

Date 6/17/2025
Customer City of Sylvania

5350 Silvertown Sanitary Tap

1.00	L.S. Sanitary Sewer Tap	9,400.00	9,400.00
	- install sanitary tap to the backyard of property		
	- drill ~80' under trees		
	- pump and crush septic and fill with sand		
	- grade and seed		

TOTAL	\$	<u>9,400.00</u>
-------	----	-----------------

**EXHIBIT D
CITY OF SYLVANIA
SCHEDULE OF COSTS**

SANITARY SEWER CONNECTION AGREEMENT (5350 SILVERTOWN DRIVE)

7/7/2025

Sheet 1 of 1

1 CONSTRUCTION COST ESTIMATE (EXHIBIT C-OHIO EXCAVATING)	\$9,400.00
2 PERMIT FEES (CHAPTER 929 - SEWER REGULATIONS)	
A. PERMIT FEE (929.08 - INSIDE CITY)	\$400.00
B. SANITARY SEWER CONNECTION CHARGE (929.10-SINGLE FAMILY)	\$1,000.00
3 RECORDING FEES	\$150.00
4 UTILITY BILLING CORRECTION	-\$1,133.98
A. During a utility billing audit of the parcel the property owner was being incorrectly charged for sewer fees when not connected to the system. This billing occurred between April 2021 through March 2025. These already paid fees will be credited towards the cost of the project.	
5 PROPERTY OWNER DOWN PAYMENT	-\$500.00
6 TOTAL NET COST OF THE PROJECT	\$9,316.02

LOAN AMORTIZATION SCHEDULE

5350 Silvertown Drive (Sanitary Sewer Connection Agreement) - Exhibit D

ENTER VALUES

Loan amount	\$9,316.02
Annual interest rate	3.51%
Loan period in years	5
Number of payments per year	12
Start date of loan	1/25/2026

Optional extra payments	\$0.00
-------------------------	--------

LOAN SUMMARY

Scheduled payment	\$169.52
Scheduled number of payments	60
Actual number of payments	60
Total early payments	\$0.00
Total interest	\$854.96

PAYMENT VIA	Utility Bill
-------------	--------------

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
1	1/25/2026	\$9,316.02	\$169.52	\$0.00	\$169.52	\$142.27	\$27.25	\$9,173.75	\$27.25
2	2/25/2026	\$9,173.75	\$169.52	\$0.00	\$169.52	\$142.68	\$26.83	\$9,031.07	\$54.08
3	3/25/2026	\$9,031.07	\$169.52	\$0.00	\$169.52	\$143.10	\$26.42	\$8,887.97	\$80.50
4	4/25/2026	\$8,887.97	\$169.52	\$0.00	\$169.52	\$143.52	\$26.00	\$8,744.45	\$106.50
5	5/25/2026	\$8,744.45	\$169.52	\$0.00	\$169.52	\$143.94	\$25.58	\$8,600.51	\$132.07
6	6/25/2026	\$8,600.51	\$169.52	\$0.00	\$169.52	\$144.36	\$25.16	\$8,456.15	\$157.23
7	7/25/2026	\$8,456.15	\$169.52	\$0.00	\$169.52	\$144.78	\$24.73	\$8,311.37	\$181.96
8	8/25/2026	\$8,311.37	\$169.52	\$0.00	\$169.52	\$145.21	\$24.31	\$8,166.16	\$206.27
9	9/25/2026	\$8,166.16	\$169.52	\$0.00	\$169.52	\$145.63	\$23.89	\$8,020.53	\$230.16
10	10/25/2026	\$8,020.53	\$169.52	\$0.00	\$169.52	\$146.06	\$23.46	\$7,874.48	\$253.62
11	11/25/2026	\$7,874.48	\$169.52	\$0.00	\$169.52	\$146.48	\$23.03	\$7,727.99	\$276.65
12	12/25/2026	\$7,727.99	\$169.52	\$0.00	\$169.52	\$146.91	\$22.60	\$7,581.08	\$299.26
13	1/25/2027	\$7,581.08	\$169.52	\$0.00	\$169.52	\$147.34	\$22.17	\$7,433.74	\$321.43
14	2/25/2027	\$7,433.74	\$169.52	\$0.00	\$169.52	\$147.77	\$21.74	\$7,285.97	\$343.18
15	3/25/2027	\$7,285.97	\$169.52	\$0.00	\$169.52	\$148.20	\$21.31	\$7,137.76	\$364.49
16	4/25/2027	\$7,137.76	\$169.52	\$0.00	\$169.52	\$148.64	\$20.88	\$6,989.12	\$385.37
17	5/25/2027	\$6,989.12	\$169.52	\$0.00	\$169.52	\$149.07	\$20.44	\$6,840.05	\$405.81
18	6/25/2027	\$6,840.05	\$169.52	\$0.00	\$169.52	\$149.51	\$20.01	\$6,690.54	\$425.82
19	7/25/2027	\$6,690.54	\$169.52	\$0.00	\$169.52	\$149.95	\$19.57	\$6,540.59	\$445.39
20	8/25/2027	\$6,540.59	\$169.52	\$0.00	\$169.52	\$150.39	\$19.13	\$6,390.21	\$464.52
21	9/25/2027	\$6,390.21	\$169.52	\$0.00	\$169.52	\$150.83	\$18.69	\$6,239.38	\$483.21
22	10/25/2027	\$6,239.38	\$169.52	\$0.00	\$169.52	\$151.27	\$18.25	\$6,088.12	\$501.46
23	11/25/2027	\$6,088.12	\$169.52	\$0.00	\$169.52	\$151.71	\$17.81	\$5,936.41	\$519.27
24	12/25/2027	\$5,936.41	\$169.52	\$0.00	\$169.52	\$152.15	\$17.36	\$5,784.26	\$536.63
25	1/25/2028	\$5,784.26	\$169.52	\$0.00	\$169.52	\$152.60	\$16.92	\$5,631.66	\$553.55
26	2/25/2028	\$5,631.66	\$169.52	\$0.00	\$169.52	\$153.04	\$16.47	\$5,478.62	\$570.02
27	3/25/2028	\$5,478.62	\$169.52	\$0.00	\$169.52	\$153.49	\$16.02	\$5,325.12	\$586.05
28	4/25/2028	\$5,325.12	\$169.52	\$0.00	\$169.52	\$153.94	\$15.58	\$5,171.18	\$601.62
29	5/25/2028	\$5,171.18	\$169.52	\$0.00	\$169.52	\$154.39	\$15.13	\$5,016.79	\$616.75
30	6/25/2028	\$5,016.79	\$169.52	\$0.00	\$169.52	\$154.84	\$14.67	\$4,861.95	\$631.42
31	7/25/2028	\$4,861.95	\$169.52	\$0.00	\$169.52	\$155.30	\$14.22	\$4,706.66	\$645.64
32	8/25/2028	\$4,706.66	\$169.52	\$0.00	\$169.52	\$155.75	\$13.77	\$4,550.91	\$659.41
33	9/25/2028	\$4,550.91	\$169.52	\$0.00	\$169.52	\$156.20	\$13.31	\$4,394.70	\$672.72
34	10/25/2028	\$4,394.70	\$169.52	\$0.00	\$169.52	\$156.66	\$12.85	\$4,238.04	\$685.58
35	11/25/2028	\$4,238.04	\$169.52	\$0.00	\$169.52	\$157.12	\$12.40	\$4,080.92	\$697.97
36	12/25/2028	\$4,080.92	\$169.52	\$0.00	\$169.52	\$157.58	\$11.94	\$3,923.34	\$709.91
37	1/25/2029	\$3,923.34	\$169.52	\$0.00	\$169.52	\$158.04	\$11.48	\$3,765.30	\$721.39

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
38	2/25/2029	\$3,765.30	\$169.52	\$0.00	\$169.52	\$158.50	\$11.01	\$3,606.80	\$732.40
39	3/25/2029	\$3,606.80	\$169.52	\$0.00	\$169.52	\$158.97	\$10.55	\$3,447.83	\$742.95
40	4/25/2029	\$3,447.83	\$169.52	\$0.00	\$169.52	\$159.43	\$10.08	\$3,288.40	\$753.03
41	5/25/2029	\$3,288.40	\$169.52	\$0.00	\$169.52	\$159.90	\$9.62	\$3,128.50	\$762.65
42	6/25/2029	\$3,128.50	\$169.52	\$0.00	\$169.52	\$160.37	\$9.15	\$2,968.14	\$771.80
43	7/25/2029	\$2,968.14	\$169.52	\$0.00	\$169.52	\$160.83	\$8.68	\$2,807.30	\$780.49
44	8/25/2029	\$2,807.30	\$169.52	\$0.00	\$169.52	\$161.31	\$8.21	\$2,646.00	\$788.70
45	9/25/2029	\$2,646.00	\$169.52	\$0.00	\$169.52	\$161.78	\$7.74	\$2,484.22	\$796.44
46	10/25/2029	\$2,484.22	\$169.52	\$0.00	\$169.52	\$162.25	\$7.27	\$2,321.97	\$803.70
47	11/25/2029	\$2,321.97	\$169.52	\$0.00	\$169.52	\$162.72	\$6.79	\$2,159.24	\$810.49
48	12/25/2029	\$2,159.24	\$169.52	\$0.00	\$169.52	\$163.20	\$6.32	\$1,996.04	\$816.81
49	1/25/2030	\$1,996.04	\$169.52	\$0.00	\$169.52	\$163.68	\$5.84	\$1,832.37	\$822.65
50	2/25/2030	\$1,832.37	\$169.52	\$0.00	\$169.52	\$164.16	\$5.36	\$1,668.21	\$828.01
51	3/25/2030	\$1,668.21	\$169.52	\$0.00	\$169.52	\$164.64	\$4.88	\$1,503.57	\$832.89
52	4/25/2030	\$1,503.57	\$169.52	\$0.00	\$169.52	\$165.12	\$4.40	\$1,338.45	\$837.29
53	5/25/2030	\$1,338.45	\$169.52	\$0.00	\$169.52	\$165.60	\$3.91	\$1,172.85	\$841.20
54	6/25/2030	\$1,172.85	\$169.52	\$0.00	\$169.52	\$166.09	\$3.43	\$1,006.77	\$844.63
55	7/25/2030	\$1,006.77	\$169.52	\$0.00	\$169.52	\$166.57	\$2.94	\$840.19	\$847.58
56	8/25/2030	\$840.19	\$169.52	\$0.00	\$169.52	\$167.06	\$2.46	\$673.14	\$850.03
57	9/25/2030	\$673.14	\$169.52	\$0.00	\$169.52	\$167.55	\$1.97	\$505.59	\$852.00
58	10/25/2030	\$505.59	\$169.52	\$0.00	\$169.52	\$168.04	\$1.48	\$337.55	\$853.48
59	11/25/2030	\$337.55	\$169.52	\$0.00	\$169.52	\$168.53	\$0.99	\$169.02	\$854.47
60	12/25/2030	\$169.02	\$169.52	\$0.00	\$169.02	\$168.53	\$0.49	\$0.00	\$854.96

11a.



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

July 21, 2025

To: The Mayor and Members of Sylvania City Council

Re: **ODOT Local Public Agency (LPA) Agreement – LUC-CR 4-7.22 (PID 116993)**

Dear Mr. Mayor and Council Members:

Engineering design work is through Stage 2 on the LUC-CR 4-7.22 project. As a reminder, this project will install a bowtie roundabout at the intersection of Erie Street and Monroe Street and will resurface Erie Street from Centennial Road to Monroe Street.

Any locally administered projects that use Federal monies require an Agreement between ODOT and the Local Public Agency (LPA). The Agreement outlines the relationship between ODOT and the LPA during the project and includes guidelines on funding participation, overall project development, environmental commitments, and right-of-way acquisition.

ODOT is requesting approval of the enclosed Agreement with the City prior to starting the right-of-way acquisition process.

We request approval of this Agreement. Please call with any questions.

Sincerely,

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

116.

ORDINANCE NO. 78-2025

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AN AGREEMENT WITH THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION ON BEHALF OF THE CITY OF SYLVANIA FOR THE MONROE/ERIE ROUNDABOUT PROJECT; AND DECLARING AN EMERGENCY.

WHEREAS, Ordinance No. 6-2024, passed February 5, 2024, authorized the Mayor and Director of Finance to accept the proposal of Tetra Tech to provide professional engineering services for Erie Street and Monroe Street Roundabout and Resurfacing Project and appropriated funds therefore in the amount of \$474,500; and,

WHEREAS, the purpose of the project is to improve traffic operations and enhance safety for both motorized and non-motorized traffic at the Monroe and Erie Street intersection; and,

WHEREAS, the project includes constructing a roundabout at Erie Street and Monroe Street, adding a left turn drop-lane for westbound Monroe Street at Olde Post Road, and resurfacing Erie Street, with necessary related work including utility relocations and drainage improvements; and,

WHEREAS, the total cost of the project associated with Federal funds is estimated to be \$3,580,500, with ODOT providing 80% of the funding for the project; and,

WHEREAS, ODOT requires an Agreement between the Local Public Agency for any locally administered projects that receive federal funds; and,

WHEREAS, the Director of Public Service, by report dated July 21, 2025, has recommended approval of the Agreement between the Ohio Department of Transportation and the City of Sylvania, Ohio, a copy of which is attached hereto as "Exhibit A."

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

SECTION 1. That the Mayor and Director of Finance be, and they hereby are, authorized to enter into, on behalf of this City, an Agreement with the Ohio Department of Transportation for the Monroe/Erie Street Roundabout Project, a copy of which is attached.

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 entered into immediately so that the Monroe/Erie Roundabout Project is not delayed. 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 Number: 42938

PID Number: 116993

County-Route-Section: LUC CR4 7.22 Erie & Monroe Rndbt

SAM Unique Entity ID: JZRDM4Z7J5

LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, (ODOT), 1980 West Broad Street, Columbus, Ohio 43223 and **the City of Sylvania, 6730 Monroe Street Sylvania, Ohio 43560 (LPA).**

1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the **Ohio Revised Code (ORC)** provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 **The project in Sylvania to construct a roundabout at Erie St. and Monroe St., add a left turn drop-lane for westbound Monroe St. at Olde Post Road, and resurface Erie Street, with necessary related work including utility relocations and drainage improvements (PROJECT)** is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

2. LEGAL REFERENCES AND COMPLIANCE

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:

A. FEDERAL

- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 23 CFR 1.33 – Conflicts of Interest
- 23 CFR Part 172 – Procurement, Management and "Administration of Engineering and Design Related Service"
- 23 CFR 630.106 – Authorization to Proceed
- 23 CFR 636.116 – What Organizational Conflict of Interest Requirements Apply to Design-Build Projects?
- 23 CFR Part 645 –Utilities

- 48 CFR Part 31 – Contract Cost Principles and Procedures
- 49 CFR Part 26 –Participation by Disadvantaged Business Enterprises (DBE) in Department of Transportation Financial Assistance Programs
- 23 USC § 112 – Letting of Contracts
- 40 USC §§ 1101-1104 – “Selection of Architects and Engineers”
- Federal Funding Accountability and Transparency Act (FFATA)

B. STATE

- ORC 102.03
- ORC 153.65 -153.71
- ORC 5501.03(D)
- ORC 2921.42 and 2921.43
- Ohio Administrative Code 4733-35-05

C. ODOT

- ODOT's Manual for Administration of Contracts for Professional Services
- ODOT's Specifications for Consulting Services – 2016 Edition
- ODOT's Consultant Prequalification Requirements and Procedures
- ODOT's Construction and Material Specifications Manual
- ODOT's Construction Administration Manual of Procedures
- ODOT's Local-let Manual of Procedures

- 2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.
- 2.3 The LPA shall have on file a completed and approved Local-let Participation Requirement Review Form (FORM) before the first required submission of the Project's Stage Plan Set. Failure to comply will result in the delay of the Federal Authorization for Construction, until the FORM has been completed and approved. Failure to submit a completed FORM will result in the PROJECT reverting to ODOT-let and the LPA will be prohibited from participating in the Local-let Program until the Form is completed and approved by ODOT.

3. FUNDING

3.1 The total cost for the PROJECT associated with Federal funds is estimated to be \$3,580,500.

ODOT shall provide to the LPA 80 percent of the eligible costs, utilizing Spending Authority Code (SAC) 4TA7 (Assistance Listing Number: 20.205 Highway Planning and Construction,) up to a maximum of \$3,148,145 in Federal funds in the Construction Contract/Construction Inspection phase(s)/subphase(s). This maximum amount reflects the funding limit for the PROJECT set by the applicable SAC Program Manager.

- 3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100% Locally funded work, and all cost overruns and contractor claims in excess of the maximum(s) indicated in 3.1 above.
- 3.3 The LPA is administering the Federally funded Construction Contract/Construction Inspection phase(s)/subphase(s) of the project and is therefore considered a subrecipient of Federal funds and is responsible for reporting the applicable Federal expenditures (including any Toll Revenue Credit or Credit Bridge) on their Schedule of Expenditures of Federal Award.

4. PROJECT DEVELOPMENT AND DESIGN

- 4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.
- 4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.
- 4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The recognized set of written design standards may be either the LPA's formally written local design standards that have been **reviewed and accepted** by ODOT or ODOT's Design Manuals and the appropriate AASHTO publication. Notwithstanding the foregoing, for projects that contain a high crash rate or areas of crash concentrations, ODOT may require the LPA to use a design based on ODOT's L&D Manual. The LPA shall be responsible for ensuring that any standards used for the PROJECT are current and/or updated. The LPA shall be responsible for informing the District LPA Manager of any changes.
- 4.4 The LPA shall designate a Project Design Engineer, who is a registered professional engineer to serve as the LPA's principal representative for attending to project responsibilities. If the Project Design Engineer is not an employee of the LPA, the LPA must engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT.
- 4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

5. ENVIRONMENTAL RESPONSIBILITIES

- 5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act (NEPA) and related regulations, including but not limited to the requirements of the National Historic Preservation Act, and for securing all necessary permits.
- 5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-Qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at [ODOT's Office of Contracts](#). If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 5.3 ODOT shall be responsible for the review of all environmental documents and reports and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.

- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the PROJECT.
- 5.5 The LPA shall require its consultant(s), selected to prepare a final environmental document pursuant to the requirements of NEPA, to execute a copy of a disclosure statement specifying that the consultant(s) has no financial or other interest in the outcome of the PROJECT.
- 5.6 The LPA shall submit a Notice of Intent to the Ohio EPA to obtain coverage under the National Pollution Discharge Elimination System (NPDES) Construction General Permit for all projects where the combined Contractor and Project Earth Disturbing Activity (EDA) are one (1) acre or more. If the LPA chooses not to use ODOT's L&D Vol. 2 on Local-let LPA projects, they may use an alternative post-construction Best Management Practice(BMP)criterion with Ohio EPA approval.

6. RIGHT-OF-WAY(R/W)/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All R/W Acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (Uniform Act), any related Federal regulations issued by the FHWA, and any rules, policies, and procedures issued by ODOT.
- 6.2 If existing and newly acquired R/W is required for this PROJECT, the LPA shall certify that all R/W has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective R/W functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and procedures.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and any rules, policies, and procedures issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions, nor shall the LPA hire a sub-consultant for Relocation and another sub-consultant for Relocation Review. Relocation Review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.
- 6.5 The LPA shall provide the ODOT District Office with its LPA Certification of Right of Way Control Letter, certifying that all R/W property rights necessary for the PROJECT are under the LPA's control, that all R/W has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with project construction activities. ODOT shall make use of the LPA's Certification of Right of Way Control Letter, as well as evaluate the LPA's and/or consultant's performance of the project real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.

- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a Utility Relocation Agreement with each utility prior to the letting of construction.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval. Consistent with Sections 6.1 and 6.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 6.1 and 6.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.
- 6.8 Unless by prior written agreement, the LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.
- 6.9 No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.
7. ADVERTISING, SALE, AND AWARD
- 7.1 The LPA **shall not** advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Manager as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.
- 7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The period between the first legal advertising date and the bid opening date shall be a minimum of 21 calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials. ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and letting the contracts.
- 7.4 The LPA must incorporate ODOT's LPA Bid Template in its entirety in project bid documents. The template includes Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts as well as appropriate subcontracts and purchase orders.
- 7.5 The LPA shall require the contractor to be enrolled in, and maintain good standing in, the Ohio Bureau of Workers' Compensation Drug-Free Safety Program (DFSP), or a similar program approved by the Bureau of Workers' Compensation, and the LPA must require the same of any of its subcontractors.

- 7.6 Only ODOT pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in effect/current **at the time of award**. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement, unless otherwise directed by the LPA in the bidding documents. In accordance with FHWA Form 1273, Section VII and 23 CFR 635.116, the prime contractor must perform no less than 30% of the total original contract price. The 30%-prime contractor requirement does not apply to design-build contracts.
- 7.7 In accordance with ORC 153.54, et. seq., the LPA shall require that the selected contractor provide a performance and payment bond in an amount equal to at least 100% of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond. If the LPA has 100% locally funded work product within this Agreement, the LPA must allocate the correct percent of the performance and payment bond cost to the 100% locally funded work product.
- 7.8 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is not subject to a finding for recovery under ORC 9.24, that the contractor has taken the appropriate remedial steps required under ORC 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at <https://ohioauditor.gov/findings.html> . If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.
- 7.9 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is an active registrant on the Federal System for Award Management (SAM). Pursuant to 48 CFR 9.404, contractors that have an active exclusion on SAM are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.
- 7.10 Per ORC 9.75(B), the LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.
- 7.11 After analyzing all bids for completeness, accuracy, and responsiveness, per ORC 153.12, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA within 60 days after bid opening. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this Agreement, if applicable.
8. **CONSTRUCTION CONTRACT ADMINISTRATION**
- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections, and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC 153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this Agreement.
- 8.2 The LPA must maintain a project daily diary that is up-to-date and contains the following information: all work performed, list of equipment utilized, project personnel and hours worked, pay quantities, daily weather conditions, special notes and instructions to the contractor, and any unusual events occurring on or adjacent to the PROJECT. Additionally, the LPA is responsible for documenting measurements, calculations, material quality, quantity, and basis for payment;

change orders, claims, testing and results, traffic, inspections, plan changes, prevailing wage, EEO and DBE, if applicable. The LPA is responsible for ensuring all materials incorporated into the PROJECT comply with ODOT's Construction and Material Specifications and meet the requirements of Appendix J in the LATP Manual of Procedures.

- 8.3 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.4 The Federal-aid Highway Program operates on a reimbursement basis, which requires that costs actually be incurred and paid before a request is made for reimbursement. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. If the LPA is requesting reimbursement, it must provide documentation of payment for the project costs requested. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed daily as the items of work are completed and accepted.
- 8.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio (STATE). ODOT shall pay the Contractor or reimburse the LPA within 30 days of receipt of the approved Contractor's invoice from the LPA.
- 8.6 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of the mechanic's lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of ORC Chapter 1311 may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the mechanic's lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the mechanic's lien is resolved.
- 8.7 Payment or reimbursement to the LPA shall be submitted to:

Joseph Shaw P.E., P.S., Safety/Service Director
City of Sylvania
6730 Monroe Street
Sylvania, Ohio 43560

- 8.8 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all Federal funding commitments.
- 8.9 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and, if necessary, unilaterally modify any other term of this Agreement in order to preserve its Federal mandate. Upon request, the LPA agrees to

assign all rights, title, and interests in its contract with the Contractor to ODOT to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

- 8.10 Any LPA right, claim, interest, and/or right of action, whether contingent or vested, arising out of, or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the Claim(s)), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in/to the Claim(s) and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim(s). The LPA further authorizes ODOT to sue, compromise, or settle any such Claim(s). It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim(s) including requests for information and/or documents and/or to testify.
- 8.11 After completion of the PROJECT, and in accordance with 23 USC 116 and applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies, and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any federally funded programs.
- 8.12 The LPA must provide the final invoices, and final report (Appendix P located in the Construction Chapter of the LPA Manual) along with all necessary closeout documentation within six (6) months of the physical completion date of the PROJECT. All costs must be submitted within six (6) months of the established completion date. Failure to submit final invoices along with the necessary closeout documentation within the six (6)-month period may result in closeout of the PROJECT and loss of eligibility of any remaining Federal and or State funds.
- 8.13 The LPA shall be responsible for verifying that a C92 GoFormz has been completed by the prime contractor for each subcontractor and material supplier working on the PROJECT, prior to starting work. This requirement will be routinely monitored by the District Construction Monitor to ensure compliance.
- 8.14 The LPA shall be responsible for monitoring all DBE Subcontractors on the project to ensure they are performing a Commercially Useful Function (CUF) as directed in the LATP Manual of Procedures.
- 8.15 The LPA shall be responsible for monitoring payments made by prime contractors and Subcontractors to ensure compliance with the Prompt Payment requirements outlined in Construction and Materials Specifications (C&MS) 107.21.

9. CERTIFICATION AND RECAPTURE OF FUNDS

- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the STATE for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to

the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.

10. **NONDISCRIMINATION**

- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.
- 10.3 The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement and in the fulfillment of DBE-related requirements set forth by ODOT. The LPA shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. ODOT's DBE Program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation ("U.S. DOT"), is incorporated by reference in this agreement. The fulfillment of DBE-related requirements by the LPA is a legal obligation and failure to do so shall be treated as a violation of this Agreement.
- 10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest agrees as follows:
- (a) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally assisted programs of the U.S. DOT, 49 CFR Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

- (b) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.
- (c) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency.
- (d) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- (e) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
 - (1) withholding of payments to the LPA under the contract until the LPA complies, and/or
 - (2) cancellation, termination, or suspension of the contract, in whole or in part.
- (f) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs 10.4 (a) through (e) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

- 11.1 The LPA shall ensure that any designs, specifications, processes, devices, or other intellectual properties specifically devised for the PROJECT by its consultant(s) and/or contractor(s) performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultant(s) and/or contractor(s) shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices, or other intellectual

properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.

- 11.2 The LPA shall not allow its consultant(s) and/or contractor(s) to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant(s) and/or contractor(s) has provided for such use by suitable legal agreement with the owner of such copyright, patent, or similar protection. Consultant(s) and/or contractor(s) making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.
- 11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such neglect or failure are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or STATE or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with 30 days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.
- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred and ODOT determines that the default can be remedied, the LPA shall have 30 days from the date of such notification to remedy the default or, if the remedy will take in excess of 30 days to complete, the LPA shall have 30 days from the date of notification to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the 30 days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.
- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA

shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.

12.5 This Agreement and the obligation of the parties herein may be terminated by either party with 30 days written notice to the other party. Upon receipt of any notice of termination, the LPA shall immediately cease all work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.

12.6 In the event of termination by either party for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in ORC 126.30.

13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE

14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

If to ODOT:

Joseph Shaw P.E., P.S., Safety/Service Director	Matthew Sommerfeld P.E., LPA Manager
City of Sylvania	ODOT District 2
6730 Monroe Street	317 East Poe Road
Sylvania, Ohio 43560	Bowling Green, Ohio 43402
jshaw@cityofsylvania.com	Matthew.Sommerfeld@dot.ohio.gov

15. GENERAL PROVISIONS

15.1 *Recovery of LPA's allocable project Direct Labor, Fringe Benefits, and/or Indirect Costs:*

To be eligible to recover any costs associated with the LPA's internal labor forces allocable to this PROJECT, the LPA shall make an appropriate selection below: [LPA official must initial the option selected.]



1. No cost recovery of LPA's project direct labor, fringe benefits, or overhead costs.

- (A) The LPA **does not** currently maintain an ODOT approved Federally compliant time-tracking system¹, **and**
- (B) The LPA **does not** intend to have a Federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this PROJECT, **and/or**
- (C) The LPA **does not** intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this PROJECT Agreement.



2. Direct labor plus indirect costs calculated using the Federal 15% De Minimis Indirect Cost Rate.²

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved Federally compliant time-tracking system, **and**
- (B) The LPA **does not** currently have, and **does not** intend to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.



3. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the Federal 15% De Minimis Indirect Cost Rate.³

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved Federally compliant time-tracking system, **and**
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

¹ A "federally compliant time-tracking system" is supported by a system of internal controls and record-keeping that accurately reflects the work performed; which provides reasonable assurance that the time being charged is accurate, allowable, and properly allocated; is incorporated in official records such as payroll records; reasonably reflects the employee's total activity; provides a time or percentage breakdown on all activities, both Federally funded and non-Federally funded for the employee and complies with the LPA's pre-established accounting practices and procedures.

² [Also be sure to read footnote # 1] The De Minimis Indirect Cost Rate is 15 %of modified total direct costs (MTDC) per 2 CFR 200.414. The definition of MTDC is provided in the regulation at 2 CFR 200.68. Regardless of whether the LPA subrecipient negotiates overhead rates with ODOT or uses the 15% de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs, and then potentially associated fringe/indirect costs, only if the labor costs are accumulated, tracked, and allocated in accordance with compliant systems. Before an LPA is eligible to invoice ODOT for and recover the 15% de minimis indirect cost rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of Local Programs . A non-Federal entity that elects to charge the de minimis rate must meet the requirements in 2 CFR 200 Appendix VII Section D, Part 1, paragraph b.

³ [Also be sure to read footnotes # 1 and 2] The fringe benefits rate billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the ODOT Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rate for that fiscal year to determine which rate is applicable. Accordingly, the fringe benefits rate applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rate.



4. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the LPA's ODOT approved Indirect Cost Rate.⁴

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved Federally compliant time-tracking system, *and*
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT, *and*
- (C) Instead of using the Federal 15% De Minimis Indirect Cost Rate, the LPA currently has, or intends to negotiate, an ODOT approved indirect cost rate prior to the period of performance of this PROJECT.

For any allocable project labor costs to be eligible for reimbursement with Federal and/or State funds, the LPA must maintain compliance with all timekeeping requirements specified in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe and/or indirect costs, the LPA shall maintain compliance with Appendix VII of 2 CFR Part 200 and the LATP Manual of Procedures.

- 15.2 If the LPA decides to change its indirect cost recovery option, the change shall not become effective until this Agreement is amended pursuant to section 15.12 below to reflect the indirect cost recovery option utilized by the LPA on the PROJECT.
- 15.3 *Financial Reporting and Audit Requirements:* One or more phases of this Agreement include a sub award of Federal funds to the LPA. Accordingly, the LPA must comply with the financial reporting and audit requirements of 2 CFR Part 200.

All non-Federal entities, including ODOT's LPA sub-recipients, that have aggregate Federal awards expenditures from all sources of \$750,000 or more in the non-Federal entity's fiscal year must have a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

Federal and State funds expended to or on behalf of a subrecipient must be recorded in the accounting records of the LPA subrecipient. The LPA is responsible for tracking all project payments throughout the life of the PROJECT in order to ensure an accurate Schedule of Expenditures of Federal Awards (SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this Agreement as a subaward. *Applicable Federal Funds* include not only those LPA project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the LPA.

The LPA must separately identify each ODOT PID and/or Project and the corresponding expenditures on its SEFA. LPAs are responsible for ensuring expenditures related to this PROJECT are reported when the activity related to the Federal award occurs. Further, the LPA may make this determination consistent with 2 CFR 200.502 and its established accounting method to determine expenditures including accrual, modified accrual or cash basis.

⁴ [Also be sure to read footnote # 1] The fringe benefits and indirect cost rates billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rates for that fiscal year to determine which rates are applicable. Accordingly, the rates applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rates.

When project expenditures are not accurately reported on the SEFA, the LPA may be required to make corrections to and republish the SEFA to ensure Federal funds are accurately reported in the correct fiscal year. An ODOT request for the restatement of a previously published SEFA will be coordinated with the Ohio Auditor of State.

- 15.4 *Record Retention:* The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three (3) years after FHWA approves the LPA's final Federal voucher for reimbursement of project expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this Agreement.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

- 15.5 *Ethics and Conflict of Interest Laws:* LPA agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio and Federal Ethics and Conflict of Interest laws as provided by ORC Sections 102.03, 102.04, 2921.42 and 2921.43 and 23 CFR 1.33.
- 15.6 *State Property Drug-Free Workplace Compliance:* In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.7 *Trade:* Pursuant to the federal Export Administration Act and ORC 9.76(B), the LPA and any contractor(s) or sub-contractor(s) shall warrant that they are not boycotting any jurisdiction with whom the United States and the STATE can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

The STATE does not acquire supplies or services that cannot be imported lawfully into the United States. The LPA certifies that it, its contractor(s), subcontractor(s), and any agent of the contractor(s) or its subcontractor(s), acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

- 15.8 *Lobbying:* Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection

with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier, up to the recipient.

- 15.9 *Debarment.* LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC 153.02 or 125.25 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.
- 15.10 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the STATE. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement, or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.11 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.12 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.13 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.14 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.
- 15.15 *Facsimile Signatures:* Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile or electronic signature on any other party delivered in such a manner as if such signature were an original.

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA: City of Sylvania	STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION
By:	By:
Title:	Pamela Boratyn Director
Date:	Date:



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

July 21, 2025

To: The Mayor and Members of Sylvania City Council

Re: **Plummer Pool Bath House Renovations – Change Order No. 2**

Dear Mr. Mayor and Council Members:

Van Tassel Construction Corp. has achieved substantial completion for their renovation work performed at the Plummer Pool Bath House. The Bath House opened for community use on schedule prior to the Memorial Day holiday. The Service Department is requesting a project change order for several additional work items. Below is a summary of the items included in this change order request:

1. Material credit for "Furnished by Owner" items - \$322.00 (credit)
2. Additional frame, door prep, and locks on two doors - \$398.68
3. Install wood trim at the tops of masonry walls - \$1,852.69
4. Install trowel on epoxy cove base in showers - \$1,219.49
5. Repair and rerouting electrical circuits under the concrete floor slab - \$2,223.93
6. Replace five (5) existing standard receptacles with GFI outlets required by code - \$325.90
7. Fabricate and install aluminum metal wrap around concession stand window - \$955.66
8. Furnish and install fixed stainless-steel shower curtain rods and curtains two (2) - \$498.36
9. Labor and material required to flash three (3) 3" PVC plumbing vents through roof - \$527.66
10. Replace three (3) additional GFCI receptacles as required by the Lucas County Inspector - \$541.47

The Service Department has coordinated these changes with the project architect as well as the Sylvania Area Joint Recreation District (SAJRD) and all entities agree to move forward with these changes. We recommended a change order in the amount of \$8,221.84 to increase the contract amount from \$409,382.24 to \$417,604.08. Please call if you have any questions.

Sincerely,

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

12b.

ORDINANCE NO. 79-2025

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO APPROVE CHANGE ORDER NO. 2 TO THIS CITY'S AGREEMENT WITH VAN TASSEL CONSTRUCTION CORPORATION FOR THE PLUMMER POOL BATH HOUSE RENOVATIONS PROJECT FOR ADDITIONAL WORK ITEMS REQUIRED; INCREASING THE CONTRACT AMOUNT BY \$8,221.84; AND DECLARING AN EMERGENCY.

WHEREAS, Ordinance No. 34-2024, passed March 4, 2024, authorized the Mayor and Director of Finance to enter into a Joint Cooperation Agreement on behalf of the City of Sylvania with the Sylvania Area Joint Recreation District ("SAJRD") relative to the Plummer Pool Improvement Project; and,

WHEREAS, Ordinance No. 108-2024, passed October 7, 2024, accepted the bid of Van Tassel Construction Corporation and awarded the contract for the Plummer Pool Bath House Renovations Project to same, which bid was in the amount of \$394,000; and,

WHEREAS, Ordinance No. 135-2024, passed December 16, 2024, authorized the Mayor and Director of Finance to approve Change Order No. 1 to this City's Agreement with Van Tassel Construction Corporation for the Plummer Pool Bath House Renovations Project for additional work items required and increased the contract amount by \$15,382.14; and,

WHEREAS, Van Tassel Construction Corp. has achieved substantial completion for the renovation work at the Plummer Pool Bath House, however, several additional work items were necessary in order to complete the improvements resulting in a net increase to the contract of \$8,221.84; and,

WHEREAS, the Director of Public Service, by report dated July 21, 2025, has recommended acceptance of Change Order No. 2 of Van Tassel Construction Corporation for said Plummer Pool Bath House Renovations to reflect the additional work items in the amount of

\$8,221.84, for a final contract amount of \$417,604.08; and,

WHEREAS, the additional work items result in a net increase to the contract in the amount of Eight Thousand Two Hundred Twenty-One and 84/100 Dollars (\$8,221.84), for a total contract amount of \$417,604.08.

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

SECTION 1. That said change order increasing the contract amount by the sum of Eight Thousand Two Hundred Twenty-One and 84/100 Dollars (\$8,221.84), authorized to be appropriated be, and the same hereby is, approved, and the Mayor and the Director of Finance be, and they hereby are, authorized to sign said change order on behalf of this City, thereby indicating such approval and changing the total contract amount.

SECTION 2. That, to provide funds for said change order for improvements, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore appropriated to **Account No. 401-7750-52268 – Miscellaneous**, the sum of Eight Thousand Two Hundred Twenty-One and 84/100 Dollars (\$8,221.84).

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

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

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

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2025, as an emergency measure.

President of Council

ATTEST:

Clerk of Council

APPROVED:

Mayor

Date

APPROVED AS TO FORM:

Director of Law

CITY OF SYLVANIA, OHIO

CHANGE ORDER Number 2

Project Ordinance No.: 108-2024 Purchase Order No. 66882

Contract: Plummer Pool Bath House

Title of Change Order: Change Order #2

Date: 7/14/25

Description of Change:



1. Material Credit for The Following Items to Be Furnished by Owner.
 - Toilet Paper Holders/Dispensers
 - Paper Towel Dispensers
 - Soap Dispensers
2. Additional frame and door prep and furnish deadbolt locks on two doors (Door #01A-102 and #01A-103
3. Labor and material required to furnish and install wood trim at perimeter of gypsum wallboard ceilings to conceal 1-1/2" wood top plates at tops of masonry walls.
4. Labor and material required to install trowel on epoxy cove base in showers.
5. Labor and material required to repair and reroute electrical circuits that were encased within the concrete floor slab, above the bottom of the concrete, that were damaged during saw cutting trenches for underground plumbing work in the Women's Toilet Area. Circuits were rerouted overhead and extended as necessary to final terminations.
6. Labor and material required to replace 5 existing standard receptacles with GFI outlets required by code.
7. Labor and Material to fabricate and install clear anodized .040 aluminum break metal wrap around jambs and head of the concession stand window on exterior side.
8. Labor and material to furnish and install fixed stainless-steel shower curtain rods, stainless steel hooks, and 10ga white vinyl shower curtains at two (2) shower stalls.
9. Labor and material to furnish and install fixed stainless-steel shower curtain rods, stainless steel hooks, and 10ga white vinyl shower curtains at two (2) shower stalls.
10. Labor and material to replace 3 additional GFCI receptacles as required by the Lucas County Electrical Inspector that were indicated to remain as existing. Outlets had to be replaced same day to satisfy inspector for final inspection.

11. Contractor agrees to make repairs to the newly installed epoxy flooring due to bubbling and cracking that has occurred at construction joints where underground plumbing was installed. Repairs shall be made as discussed and agreed upon at the punch list follow up meeting that occurred on 5/14/2025 and as documented in the associated meeting minutes. Repairs will be made in the Fall of 2025 at the conclusion of the 2025 pool season. Repairs will be made at no additional cost to owner, however due to the unpredictability of concrete expanding and contracting in the future, ongoing future repairs for this issue will not be covered under warranty. An amount equal to 10% of the total epoxy flooring costs (\$2,230.00) shall be withheld by Owner until above repairs are made.

RECOMMENDED
FOR APPROVAL BY:


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

7/15/25
Date

Original Contract Amt	\$	394,000	00	REVIEWED BY:	Anthony J Malik Architecture By Design
Previous Changes (+ or -)	\$	+15,382	24	DATE: 07-14-2025	 Engineer/Architect
This Change (+ or -)	\$	+8,221	84	SUBMITTED BY:	Van Tassel Construction Corp.
Adjusted Contract Amt	\$	417,604	08	DATE: 7-14-25	 Name of Contractor Contractor's Signature

City of Sylvania, Ohio

The above proposal is hereby approved.

The above proposal is hereby approved.

Mark R. Frye, Mayor

Date

Toby Schroyer, Finance Director

Date



P.O Box 698
Sylvania, OH 43560
Ph : 734-856-7900

Change Proposal

To: Architecture By Design, Ltd.
5622 Mayberry Square
Sylvania, OH 43560
Ph: 419-824-3311 Fax: 419-824-3322

Number: 5
Date: 3/10/25
Project: 24-3672
Plummer Pool Bath House
6940 Maplewood Avenue
Sylvania, OH 43560

Description: Toilet Room Dispensers Furnished By Owner

We are pleased to offer this proposal to make the following changes to our contract scope of work:

Material Credit For The Following Items To Be Furnished By Owner.

- Toilet Paper Holders/Dispensers
- Paper Towel Dispensers
- Soap Dispensers

The total change in contract value for this proposal..... \$-322.00
(Please refer to attached sheet for details.)

The schedule is not affected by this change.

Submitted by: Van Tassel Construction Corp

Approved by: _____

Signature: _____

Date: _____



P.O Box 698
Sylvania, OH 43560
Ph : 734-856-7900

Change Proposal 5 Price Breakdown
Continuation Sheet

Change Description: Toilet Room Dispensers Furnished By Owner

Description	Labor	Material	Equipment	Subcontract	Other	Price
TOILET & BATH ACCESSORIES		\$-322.00				\$-322.00
Subtotal:						\$-322.00
Total:						\$-322.00



P.O Box 698
Sylvania, OH 43560
Ph : 734-856-7900

Change Proposal

To: Architecture By Design, Ltd.
5622 Mayberry Square
Sylvania, OH 43560
Ph: 419-824-3311 Fax: 419-824-3322

Number: 6
Date: 3/10/25
Project: 24-3672
Plummer Pool Bath House
6940 Maplewood Avenue
Sylvania, OH 43560

Description: Add Deadbolt Locks To Two Doors

We are pleased to offer this proposal to make the following changes to our contract scope of work:

Additional frame and door prep and furnish dealbolt locks on two doors (Door #01A-102 and #01A-103

The total change in contract value for this proposal..... **\$398.68**
(Please refer to attached sheet for details.)

The schedule is not affected by this change.

Submitted by: Van Tassel Construction Corp

Approved by: _____

Signature: _____

Date: _____



P.O Box 698
Sylvania, OH 43560
Ph : 734-856-7900

Change Proposal 6 Price Breakdown
Continuation Sheet

Change Description: Add Deadbolt Locks To Two Doors

Description	Labor	Material	Equipment	Subcontract	Other	Price
METAL DOORS & FRAMES	\$80.00	\$260.00				\$340.00
					Subtotal:	\$340.00
			Overhead	\$340.00	10.00%	\$34.00
			Profit	\$374.00	5.00%	\$18.70
			Bond	\$398.68	1.50%	\$5.98
					Total:	\$398.68



P.O Box 698
Sylvania, OH 43560
Ph : 734-856-7900

Change Proposal

To: Architecture By Design, Ltd.
5622 Mayberry Square
Sylvania, OH 43560
Ph: 419-824-3311 Fax: 419-824-3322

Number: 7
Date: 4/28/25
Project: 24-3672
Plummer Pool Bath House
6940 Maplewood Avenue
Sylvania, OH 43560

Description: Install Wood Trim At GWB Ceilings

We are pleased to offer this proposal to make the following changes to our contract scope of work:

Labor and material required to furnish and install wood trim at perimeter of gypsum wallboard ceilings to conceal 1-1/2" wood top plates at tops of masonry walls.

The total change in contract value for this proposal..... \$1,852.69
(Please refer to attached sheet for details.)

The schedule is not affected by this change.

Submitted by: Van Tassel Construction Corp

Approved by: _____

Signature: _____

Date: _____



P.O Box 698
Sylvania, OH 43560
Ph : 734-856-7900

Change Proposal 7 Price Breakdown
Continuation Sheet

Change Description: Install Wood Trim At GWB Ceilings

Description	Labor	Material	Equipment	Subcontract	Other	Price
FINISH CARPENTRY	\$1,280.00	\$300.00				\$1,580.00

Subtotal: \$1,580.00

Overhead \$1,580.00 10.00% \$158.00

Profit \$1,738.00 5.00% \$86.90

Bond \$1,852.69 1.50% \$27.79

Total: \$1,852.69



P.O Box 698
Sylvania, OH 43560
Ph : 734-856-7900

Change Proposal

To: Architecture By Design, Ltd.
5622 Mayberry Square
Sylvania, OH 43560
Ph: 419-824-3311 Fax: 419-824-3322

Number: 8
Date: 4/28/25
Project: 24-3672
Plummer Pool Bath House
6940 Maplewood Avenue
Sylvania, OH 43560

Description: Add Trowel On Epoxy Cove Base In Showers

We are pleased to offer this proposal to make the following changes to our contract scope of work:

Labor and material required to install trowel on epoxy cove base in showers.

The total change in contract value for this proposal..... \$1,219.49
(Please refer to attached sheet for details.)

The schedule is not affected by this change.

Submitted by: Van Tassel Construction Corp

Approved by: _____

Signature: _____

Date: _____



P.O Box 698
Sylvania, OH 43560
Ph : 734-856-7900

Change Proposal 8 Price Breakdown
Continuation Sheet

Change Description: Add Trowel On Epoxy Cove Base In Showers

Description	Labor	Material	Equipment	Subcontract	Other	Price
SPECIAL COATINGS	\$640.00	\$400.00				\$1,040.00
Subtotal:						\$1,040.00
Overhead				\$1,040.00	10.00%	\$104.00
Profit				\$1,144.00	5.00%	\$57.20
Bond				\$1,219.49	1.50%	\$18.29
Total:						\$1,219.49



P.O Box 698
Sylvania, OH 43560
Ph : 734-856-7900

Change Proposal

To: Architecture By Design, Ltd.
5622 Mayberry Square
Sylvania, OH 43560
Ph: 419-824-3311 Fax: 419-824-3322

Number: 9
Date: 4/28/25
Project: 24-3672
Plummer Pool Bath House
6940 Maplewood Avenue
Sylvania, OH 43560

Description: Electrical Conduit/Circuit Repairs

We are pleased to offer this proposal to make the following changes to our contract scope of work:

Labor and material required to repair and reroute electrical circuits that were encased within the concrete floor slab, above the bottom of the concrete, that were damaged during sawcutting trenches for underground plumbing work in the Women's Toilet Area. Circuits were rerouted overhead and extended as necessary to final terminations.

The total change in contract value for this proposal..... \$2,223.93
(Please refer to attached sheet for details.)

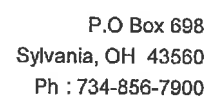
The schedule is not affected by this change.

Submitted by: Van Tassel Construction Corp

Approved by: _____

Signature: _____

Date: _____



Change Description: Electrical Conduit/Circuit Repairs

Description	Labor	Material	Equipment	Subcontract	Other	Price
ELECTRICAL				\$1,896.60		\$1,896.60
					Subtotal:	\$1,896.60
			Overhead	\$1,896.60	10.00%	\$189.66
			Profit	\$2,086.26	5.00%	\$104.31
			Bond	\$2,223.93	1.50%	\$33.36
					Total:	\$2,223.93



(419) 385-7573

COMMERCIAL • INDUSTRIAL • RESIDENTIAL • VOICE DATA VIDEO
Your Total Systems Integrator

CUSTOMER NAME:

Van Tassle

PROJECT NAME:

Plummer Pool

JOB NUMBER:

--	--	--	--	--	--	--	--	--	--

01190

SHEET 1 OF

DAILY TIME SHEET

SHIFT

TIME SHEET #

IS THIS JOB COMPLETE?

YES

NO

IS THIS ADDITIONAL WORK?

YES

NO

PO#

WEEK ENDING

EMPLOYEE INFORMATION

NAME

MON TUES WED THUR FRI SAT SUN

TOTAL HOURS

R/O R/O R/O R/O R/O R/O R/O

R

O

DBL

Jasen Baker

10 4

DESCRIPTION OF WORK DONE:

Replace underground pipe and wire that was cut
Re-route underground circuit that rusted through

EQUIPMENT USED

YES

NO

EQUIPMENT TYPE

DAYS ON PROJECT

DESCRIPTION

MATERIAL USED:

NONE:

VENDOR

STOCK (DETAIL BELOW)

QTY

DESCRIPTION

PRICE

EXTENSION

180' #8 AWG copper -

2-2" rigid compression couplings

5' stick 2" rigid conduit

15- Red wire nuts

30' 12-2 MC

Where was stock material from?

Truck

☐

Warehouse

☐

Credit W/O #

☐

Additional material on material slip #

Kenneth Vaughan

Authorized by (Print)

Kenneth Vaughan

Signature

767 Warehouse Rd.
Toledo, OH 43615
Phone: (419) 385-7573
Fax: (419) 385-0747



INVOICE NO

38788

SOLD TO Van Tassel Construction
PO Box 698
Sylvania, MI 43560

PO NUMBER	JOB NUMBER	JOB Name	TERMS	INVOICE DATE
	24180	Plummer Pool	Net 30	3/31/2025

Billing for work done at Plummer pool to replace underground pip and wire that was cut. Reroute underground circuit that rusted through.

Quantity	Description	Unit Price	Extended
10	Labor total	125.00	1,250.00
1	Misc Materials	646.60	646.60

* means item is non-taxable

TOTAL AMOUNT 1,896.60

Thank you for your business.
Payment due upon receipt

You may now pay online at our website
<https://transtarcorp.com/bill>

Email address: ar@transtarcorp.com

We accept Visa, Mastercard, Discover American Express.
Invoices over \$1000 paid by credit card are subject to 3% fee

Scan To Pay
Transtar Electric Inc
Invoice Payment



Please Review us on [Google](#)



P.O Box 698
Sylvania, OH 43560
Ph : 734-856-7900

Change Proposal

To: Architecture By Design, Ltd.
5622 Mayberry Square
Sylvania, OH 43560
Ph: 419-824-3311 Fax: 419-824-3322

Number: 10
Date: 4/28/25
Project: 24-3672
Plummer Pool Bath House
6940 Maplewood Avenue
Sylvania, OH 43560

Description: Replace 5 Existing Standard Receptacles With GFCI

We are pleased to offer this proposal to make the following changes to our contract scope of work:
Labor and material required to replace 5 existing standard receptacles with GFCI outlets required by code.

The total change in contract value for this proposal..... \$325.90
(Please refer to attached sheet for details.)

The schedule is not affected by this change.

Submitted by: Van Tassel Construction Corp

Approved by: _____

Signature: _____

Date: _____



P.O Box 698
Sylvania, OH 43560
Ph : 734-856-7900

Change Proposal 10 Price Breakdown Continuation Sheet

Change Description: Replace 5 Existing Standard Receptacles With GFCI

Description	Labor	Material	Equipment	Subcontract	Other	Price
ELECTRICAL				\$277.93		\$277.93
					Subtotal:	\$277.93
			Overhead	\$277.93	10.00%	\$27.79
			Profit	\$305.72	5.00%	\$15.29
			Bond	\$325.90	1.50%	\$4.89
					Total:	\$325.90

Proposed Change Order

**Transtar Electric**

767 Warehouse Road
Toledo, Ohio 43615

Client Address:

Contract Name: GFCI's

Contract #: 04142025-2

Project Name: Plummer Pool Bath House

Project #: 091324

Client PCO #:

Our PCO #: 1

Work Description



767 Warehouse Rd.
Toledo, OH 43615
WWW.TRANSTARCORP.COM

David Hamilton
Estimator / Project Manager
Email: davidh@transtarcorp.com
Office: (419)-385-7573 Ext. 29
Fax: (419)-385-0747
Cell: (419)-360-8278

INCLUDED WORK:

Please find listed below a detailed quotation for electrical construction at the above referenced location. Should you have any questions please feel free to contact the undersigned, thank you.

- Provide and install 5 GFCI Receptacles that were shown as existing that were standard.

Monday, April 14, 2025 12:49 PM

1/5

Proposed Change Order

Transtar Electric
767 Warehouse Road
Toledo, Ohio 43615

Client Address:

Contract Name: GFCI's
Contract #: 04142025-2
Project Name: 091324
Project #: Plummer Pool Bath House
Client PCO #:
Our PCO #: 1

Project Description

Total: \$277.93

Authorized
Signature



David Hamilton

Note: This proposal may be withdrawn by us if not
accepted within 30 days.

Acceptance of proposal--The above prices, Specifications and
conditions are satisfactory and are hereby accepted. You are
authorized to do the work as specified. Payment will be made as
outlined above.

Signature _____

Date of Acceptance: _____

Signature _____

Notwithstanding any provision herein to the contrary, in the event that, during the performance of this agreement, the price of material and/or any other necessary commodities significantly increases, through no fault of Transtar Electric, Inc., the price of any materials, components, or goods to be furnished under this agreement shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases. As used herein, a significant price increase shall mean any increase in price exceeding 5% experienced by Transtar Electric, Inc., from the date of the execution of this agreement. Such price increases shall be documented through commercial quotes, invoices, receipts, or other such documentation. Where the delivery of materials, components, or goods required under this agreement is delayed, through no fault of Transtar Electric, Inc., as a result of the shortage or unavailability of commodities, raw materials, components and/or products, Transtar Electric, Inc., shall not be liable for any additional costs or damages associated with such delay(s).

Proposed Change Order

Transtar Electric
767 Warehouse Road
Toledo, Ohio 43615

Client Address:

Contract Name: GFCI's
Contract #: 04142025-2
Project Name: 091324
Project #: Plummer Pool Bath House
Client PCO #:
Our PCO #: 1

Itemized Description			
Description	Qty	Total Mat. \$	Total Hours
20A 125V 3W WhiteGFCI Duplex Receptacle - Self Test Commercial Grade TR / WR	5.000	160.25	1.250
Totals	5.000	160.25	1.250

Proposed Change Order

Transtar Electric
767 Warehouse Road
Toledo, Ohio 43615

Client Address:

Contract Name: GFCI's
Contract #: 04142025-2
Project Name: 091324
Project #: Plummer Pool Bath House
Client PCO #:
Our PCO #: 1

Summary

Extension Materials						%	Total	
Database Material							160.25	
Total Extension Material Cost							160.25	
Total Extension Material								160.25
Labor						Hours	Rate	Sub Total
Field Labor								
Foreman						1.250	53.24	66.55
Total Field Labor								66.55
Labor Escalation								
- Present Rate						1.250	0.00	0.00
Total Labor Escalation								0.00
Total Labor Cost								66.55
Total Labor								66.55
General Expenses						Qty	Duration	Cost/Unit
Consumables						160.25	1.000	0.03
Total General Expenses								4.81
Sub Total 1								231.61
Sub Total 2								231.61
Final Adj							20.000	46.32
Total Adjustments								46.32
Total								277.93

Contractor Certification

Name:

Date:

4/14/2025

Signature:



I hereby certify that this quotation is complete and accurate based on the information provided

Proposed Change Order

Transtar Electric
767 Warehouse Road
Toledo, Ohio 43615

Client Address:

Contract Name: GFCI's
Contract #: 04142025-2
Project Name: 091324
Project #: Plummer Pool Bath House
Client PCO #:
Our PCO #: 1

Client Acceptance

PCO #: 1
Final Amount: \$ 277.93

Name: _____

Date: _____

Signature: _____

Change Order #: _____

I hereby accept this quotation and authorize the contractor to complete the above described work



P.O Box 698
Sylvania, OH 43560
Ph : 734-856-7900

Change Proposal

To: Architecture By Design, Ltd.
5622 Mayberry Square
Sylvania, OH 43560
Ph: 419-824-3311 Fax: 419-824-3322

Number: 11
Date: 5/13/25
Project: 24-3672
Plummer Pool Bath House
6940 Maplewood Avenue
Sylvania, OH 43560

Description: Concession Window Jamb and Head Break Metal

We are pleased to offer this proposal to make the following changes to our contract scope of work:

Labor and Material to fabricate and install clear anodized .040 aluminum break metal wrap around jambs and head of the concession stand window on exterior side.

The total change in contract value for this proposal..... \$955.66
(Please refer to attached sheet for details.)

The schedule is not affected by this change.

Submitted by: Van Tassel Construction Corp

Approved by: _____

Signature: _____

Date: _____



P.O Box 698
Sylvania, OH 43560
Ph : 734-856-7900

Change Proposal 11 Price Breakdown
Continuation Sheet

Change Description: Concession Window Jamb and Head Break Metal

Description	Labor	Material	Equipment	Subcontract	Other	Price
FLASHING & SHEETMETAL	\$640.00	\$175.00				\$815.00
Subtotal:						\$815.00
Overhead				\$815.00	10.00%	\$81.50
Profit				\$896.50	5.00%	\$44.83
Bond				\$955.66	1.50%	\$14.33
Total:						\$955.66



P.O Box 698
Sylvania, OH 43560
Ph : 734-856-7900

Change Proposal

To: Architecture By Design, Ltd.
5622 Mayberry Square
Sylvania, OH 43560
Ph: 419-824-3311 Fax: 419-824-3322

Number: 12
Date: 5/14/25
Project: 24-3672
Plummer Pool Bath House
6940 Maplewood Avenue
Sylvania, OH 43560

Description: Install Shower Curtain Rods, Hooks, and Shower Curtains at Showers

We are pleased to offer this proposal to make the following changes to our contract scope of work:

Labor and material to furnish and install fixed stainless steel shower curtain rods, stainless steel hooks, and 10ga white vinyl shower curtains at two (2) shower stalls.

The total change in contract value for this proposal..... \$498.36
(Please refer to attached sheet for details.)

The schedule is not affected by this change.

Submitted by: Van Tassel Construction Corp

Approved by: _____

Signature: _____

Date: _____



P.O Box 698
Sylvania, OH 43560
Ph : 734-856-7900

Change Proposal 12 Price Breakdown
Continuation Sheet

Change Description: Install Shower Curtain Rods, Hooks, and Shower Curtains at Showers

Description	Labor	Material	Equipment	Subcontract	Other	Price
TOILET & BATH ACCESSORIES	\$240.00	\$75.00				\$315.00
TRUCK TO SITE	\$80.00		\$30.00			\$110.00
Subtotal:						\$425.00
Overhead				\$425.00	10.00%	\$42.50
Profit				\$467.50	5.00%	\$23.38
Bond				\$498.36	1.50%	\$7.48
Total:						\$498.36



P.O Box 698
Sylvania, OH 43560
Ph : 734-856-7900

Change Proposal

To: Architecture By Design, Ltd.
5622 Mayberry Square
Sylvania, OH 43560
Ph: 419-824-3311 Fax: 419-824-3322

Number: 13
Date: 5/14/25
Project: 24-3672
Plummer Pool Bath House
6940 Maplewood Avenue
Sylvania, OH 43560

Description: Roof Flash Required Plumbing Vents

We are pleased to offer this proposal to make the following changes to our contract scope of work:
Labor and material required to flash three (3) 3" PVC plumbing vents that had to be added, through roof.

The total change in contract value for this proposal..... \$527.66
(Please refer to attached sheet for details.)

The schedule is not affected by this change.

Submitted by:

Approved by: _____

Signature: _____

Date: _____



P.O Box 698
Sylvania, OH 43560
Ph : 734-856-7900

Change Proposal 13 Price Breakdown Continuation Sheet

Change Description: Roof Flash Required Plumbing Vents

Description	Labor	Material	Equipment	Subcontract	Other	Price
MEMBRANE ROOFING				\$450.00		\$450.00
					Subtotal:	\$450.00
			Overhead	\$450.00	10.00%	\$45.00
			Profit	\$495.00	5.00%	\$24.75
			Bond	\$527.66	1.50%	\$7.91
					Total:	\$527.66



P.O Box 698
Sylvania, OH 43560
Ph : 734-856-7900

Change Proposal

To: Architecture By Design, Ltd.
5622 Mayberry Square
Sylvania, OH 43560
Ph: 419-824-3311 Fax: 419-824-3322

Number: 14
Date: 5/15/25
Project: 24-3672
Plummer Pool Bath House
6940 Maplewood Avenue
Sylvania, OH 43560

Description: GFCI Replacements Required By Electrical Inspector

We are pleased to offer this proposal to make the following changes to our contract scope of work:

Labor and material to replace 3 additional GFCI receptacles as required by the Lucas County Electrical Inspector that were indicated to remain as existing. Outlets had to be replaced same day to satisfy inspector for final inspection.

The total change in contract value for this proposal..... \$541.47
(Please refer to attached sheet for details.)

The schedule is not affected by this change.

Submitted by: Van Tassel Construction Corp

Approved by: _____

Signature: _____

Date: _____



P.O Box 698
Sylvania, OH 43560
Ph : 734-856-7900

Change Proposal 14 Price Breakdown
Continuation Sheet

Change Description: GFCI Replacements Required By Electrical Inspector

Description	Labor	Material	Equipment	Subcontract	Other	Price
ELECTRICAL				\$461.77		\$461.77
Subtotal:						\$461.77
Overhead				\$461.77	10.00%	\$46.18
Profit				\$507.95	5.00%	\$25.40
Bond				\$541.47	1.50%	\$8.12
Total:						\$541.47

Proposed Change Order

**Transtar Electric**

767 Warehouse Road
Toledo, Ohio 43615

Client Address:

Contract Name: GFCT's for Final Inspection

Contract #: 05072025

Project Name: Plummer Pool Bath House

Project #: 091324

Client PCO #:

Our PCO #: 2

Work Description



767 Warehouse Rd.
Toledo, OH 43615
WWW.TRANSTARCORP.COM

David Hamilton
Estimator / Project Manager
Email: davidh@transtarcorp.com
Office: (419)-385-7573 Ext. 29
Fax: (419)-385-0747
Cell: (419)-360-8278

INCLUDED WORK:

Please find listed below a detailed quotation for electrical construction at the above referenced location. Should you have any questions please feel free to contact the undersigned, thank you.

- The Electrical Inspector required us to replace 3 more existing GFCT's to pass the final

Wednesday, May 07, 2025 9:20 AM

Proposed Change Order

Transtar Electric
767 Warehouse Road
Toledo, Ohio 43615

Client Address:

Contract Name: GFCL's for Final Inspection

Contract #: 05072025

Project Name: 091324

Project #: Plummer Pool Bath House

Client PCO #:

Our PCO #: 2

Inspection.

Project Description

Total: \$461.77

Authorized
Signature



David Hamilton

Note: This proposal may be withdrawn by us if not
accepted within 30 days.

Acceptance of proposal--The above prices, Specifications and
conditions are satisfactory and are hereby accepted. You are
authorized to do the work as specified. Payment will be made as
outlined above.

Signature _____

Date of Acceptance: _____

Signature _____

Notwithstanding any provision herein to the contrary, in the event that, during the performance of this agreement, the price of material and/or any other necessary commodities significantly increases, through no fault of Transtar Electric, Inc., the price of any materials, components, or goods to be furnished under this agreement shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases. As used herein, a significant price increase shall mean any increase in price exceeding 5% experienced by Transtar Electric, Inc., from the date of the execution of this agreement. Such price increases shall be documented through commercial quotes, invoices, receipts, or other such documentation. Where the delivery of materials, components, or goods required under this agreement is delayed, through no fault of Transtar Electric, Inc., as a result of the shortage or unavailability of commodities, raw materials, components and/or products, Transtar Electric, Inc., shall not be liable for any additional costs or damages associated with such delay(s).

Proposed Change Order

Transtar Electric
767 Warehouse Road
Toledo, Ohio 43615

Client Address:

Contract Name: GFCI's for Final Inspection
Contract #: 05072025
Project Name: 091324
Project #: Plummer Pool Bath House
Client PCO #:
Our PCO #: 2

Itemized Description			
Description	Qty	Total Mat. \$	Total Hours
20A 125V 3W WhiteGFCI Duplex Receptacle - Self Test Commercial Grade TR / WR	3.000	96.15	0.750
Totals	3.000	96.15	0.750

Proposed Change Order

Transtar Electric
767 Warehouse Road
Toledo, Ohio 43615

Client Address:

Contract Name: GFCI's for Final Inspection

Contract #: 05072025

Project Name: 091324

Project #: Plummer Pool Bath House

Client PCO #:

Our PCO #: 2

Summary

Extension Materials						%	Total	
Database Material							96.15	
Total Extension Material Cost							96.15	
Total Extension Material								96.15
Labor	Hours	Rate	Sub Total			%	Total	
Field Labor								
Foreman	3.000	90.72	272.16					
Total Field Labor							272.16	
Labor Escalation								
- Present Rate	3.000	4.54	13.62					
Total Labor Escalation							13.62	
Total Labor Cost							285.78	
Total Labor								285.78
General Expenses	Qty	Duration	Cost/Unit	Tax %	OH %	MU %	Total	
Consumables	96.15	1.000	0.03				2.88	
Total General Expenses								2.88
Sub Total 1								384.81
Sub Total 2								384.81
Final Adj						20.000	76.96	
Total Adjustments								76.96
Total								461.77

Contractor Certification

Name: _____

Date: _____

Signature: _____

I hereby certify that this quotation is complete and accurate based on the information provided

Proposed Change Order

Transtar Electric
767 Warehouse Road
Toledo, Ohio 43615

Client Address:

Contract Name: GFCI's for Final Inspection

Contract #: 05072025

Project Name: 091324

Project #: Plummer Pool Bath House

Client PCO #:

Our PCO #: 2

Client Acceptance

PCO #: 2

Final Amount: \$ 461.77

Name: _____

Date: _____

Signature: _____

Change Order #: _____

I hereby accept this quotation and authorize the contractor to complete the above described work



Architecture By Design, Ltd.
5622 Mayberry Square
Sylvania, Ohio 43560
p 419 824 3311 | f 419 824 3322

architecturebydesign@bex.net
www.architecturebydesign.net

May 14, 2025 – PUNCH LIST FOLLOW UP - FLOORING

City of Sylvania Plummer Pool Bath House Renovations ABD Project #22186

Attendees:

Eric Barnes	City of Sylvania
Brian Hall	Sylvania Area Joint Recreation District
Kipp Van Tassel	Van Tassel Construction Corp
Brian Bettinger	Van Tassel Construction Corp
Chad Meyers	Sherwin Williams
Tony Malik	Architecture By Design

Items:

- A. This meeting was called to discuss solutions to the bubbling & cracks forming in the epoxy flooring at locations where new plumbing lines were installed under the slab (as noted in the punch list).
 1. The likely cause of these is expansion and contraction between the new concrete and the old concrete as the temperature changes.
 2. Some locations are merely bubbling up, while some locations have cracked and torn.
- B. Possible Solutions and next steps:
 1. Temporary fix: Bubbling and cracking/loose epoxy will be removed at the areas that are cracking, and failed areas will be touched up. This will occur before the pool opens.
 2. After the first pool season closes in September:
 - a. In order to address the long-term viability of the epoxy floor, VTCC will sawcut the joints, install an expansion material, and patch the areas affected.
 - b. If the appearance of the top coat is not acceptable (due to different sheens between the patched areas and the remainder of the field), a new top coat will be applied to provide a uniform appearance.
 3. VTCC agreed to do the above repairs at no cost to the Owner. Due to the unpredictability of concrete expanding in the future, ongoing future repairs for this issue would not be covered under warranty. Standard warranty applies to the rest of the project (including potential floor deficiencies not related to the item above).
 4. With regard to the application for payments, 10% of the flooring cost (\$2,230.00) will be retained for the epoxy flooring repairs but the remainder of the retainage may be released.
 5. Follow up will be via email correspondence or phone calls, no meeting scheduled.

END OF PUNCH LIST FOLLOW UP - FLOORING

13a.



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

July 21, 2025

To: The Mayor and Members of Sylvania City Council

Re: **2025 Congestion Mitigation and Air Quality (CMAQ) & Carbon Reduction Program (CRP)
Harroun Road & Holland-Sylvania Road Roundabout Application**

Dear Mr. Mayor and Council Members:

The Toledo Metropolitan Area Council of Governments (TMACOG) has opened the grant application window for eligible projects in the state-wide Congestion Mitigation and Air Quality (CMAQ) Program and the Carbon Reduction Program (CRP). This round of funding is to complete the pipeline of projects for fiscal years 2026-29 with \$14,000,000 available in CMAQ and \$2,000,000 available in CRP.

The Service Department would like to submit the Harroun Road and Holland-Sylvania Road Roundabout Project for both CMAQ and CRP funding consideration. As you may recall the Service Department requested authorization from City Council on March 17, 2025 (Res. 7-2025) to submit this project for funding consideration in ODOT's Highway Safety Improvement Program (HSIP). We were notified on July 3, 2025 this project application was not successful citing, *"higher ranked projects selected for this application round."*

The total cost of the project is estimated to be \$3,767,360 and we are requesting \$2,886,286 (76.6%) in CMAQ or CRP funding assistance. If successful, the Service Department would pursue additional grant opportunities with the Ohio Public Work Commission (OPWC) when funding solicitation windows become available. The estimated OPWC request would be \$496,230 (13.2%) and the remaining local portion would be \$384,844 (10.2%).

We recommend the authorization to submit this grant application. Please call if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to be "J. Shaw".

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

6730 MONROE STREET • SYLVANIA, OHIO 43560-1948 • (419) 885-8965 • FAX (419) 885-0486
www.cityofsylvania.com

RESOLUTION NO. 12-2025**A RESOLUTION AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE CONGESTION MITIGATION AND AIR QUALITY AND CARBON REDUCTION GRANT PROGRAMS MANAGED BY TOLEDO METROPOLITAN AREA COUNCIL OF GOVERNMENT AND TO EXECUTE CONTRACTS AS REQUIRED; AND DECLARING AN EMERGENCY.**

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

WHEREAS, the Director of Public Service has recommended that the Harroun Road and Holland-Sylvania Road Roundabout Project be submitted for both CMAQ/CRP funding; and,

WHEREAS, the Director of Public Service, by report dated July 21, 2025, has indicated that the total cost of the project is estimated to be \$3,767,360, with the City requesting up to \$2,886,286 in CMAQ/CRP funding assistance, and, if the CMAQ/CRP grant application is successful, additional grant opportunities will be pursued through the Ohio Public Works Commission; and,

WHEREAS, the estimated request in Ohio Public Works Funding will be \$496,230 leaving the estimated City portion of the project to be \$384,844 and has recommended the City proceed with filing the grant application.

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

SECTION 1. That the Mayor and Director of Finance be, and they hereby are, authorized to apply to the CMAQ/CRP managed by TMACOG for funds as described above.

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

SECTION 3. If the Project is approved for financial assistance, the City of Sylvania will commit the necessary funds to meet the local share as indicated in the corresponding project

application and will enter into an agreement with TMACOG for the grant.

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

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

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

Vote on passage as an emergency: Yeas ____ Nays ____

Passed, _____, 2025, as an emergency measure.

ATTEST:

President of Council

APPROVED AS TO FORM:

Clerk of Council

APPROVED:

Director of Law

Mayor

Date

14a.

MEMORANDUM

TO: Mark R. Frye, Mayor
Members of Sylvania City Council
FROM: Leslie B. Brinning, Director of Law
RE: Criminal Justice Coordinating Council Violence Against Women Grant
DATE: July 21, 2025

Ordinance No. 61-2025, passed by Sylvania City Council on June 2, 2025, authorized an Amendment to the City's Agreement with Lucas County for the Suburban Court Services program. The City and Lucas County have been partners since 1997 in the operation of this program, which provides a victim advocate for Sylvania Municipal Court. The victim advocate provides guidance and support to victims of crime throughout the criminal justice process. Unfortunately, Lucas County has indicated that it will no longer be operating this program effective September 30, 2025.

As discussed at the June 2, 2025 Council meeting, this position fills a critical role at the prosecutor's office and I would recommend bringing this position in-house once the City's contract with Lucas County expires (additional legislation will be forthcoming for council's consideration). Recognizing this will be an added cost to the City (the City has contributed approximately \$25,000 annually in recent years), we researched grant opportunities and have identified the Criminal Justice Coordinating Council's Violence Against Women Act grant as a possible source. The maximum grant award is \$60,000 and requires both a written grant application and a 5-minute video. I have received a proposal from Creadio in the amount of \$10,000 to create, edit, produce and finalize the required video and I recommend acceptance of said proposal.

Please contact me with any questions. Thank you for your consideration.

146.

ORDINANCE NO. 80-2025

ACCEPTING THE PROPOSAL OF CREADIO TO PROVIDE VIDEO CREATION AND EDITING SERVICES FOR THE CRIMINAL JUSTICE COORDINATING COUNCIL'S VIOLENCE AGAINST WOMEN ACT FUNDING GRANT REQUIREMENT; APPROPRIATING FUNDS THEREFORE IN AN AMOUNT NOT TO EXCEED \$10,000; AND DECLARING AN EMERGENCY.

WHEREAS, Ordinance No. 61-2025, passed by Sylvania City Council on June 2, 2025, authorized an Amendment to the City's Agreement with Lucas County for the Suburban Court Services program and authorized the expenditure of \$20,000 for said amendment; and,

WHEREAS, the Director of Law has identified a grant that will provide up to \$60,000 through the Criminal Justice Coordinating Council ("CJCC") Violence Against Women Act ("VAWA"); and,

WHEREAS, in addition to the written application submission, the grant requires the submission of a 5-minute video; and,

WHEREAS, the Director of Law has received a proposal from Creadio to produce, create and edit the required video in the amount of \$10,000, and the Director of Law has recommended approval of that proposal.

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

SECTION 1. That the proposal of Creadio in the amount of Ten Thousand Dollars (\$10,000.00) to produce, create and edit a video for the CJCC VAWA grant application for the City of Sylvania is hereby approved and accepted.

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

SECTION 3. That to provide funds for said payroll management software hereby authorized, there is hereby appropriated from the **GENERAL FUND** from funds therein not heretofore appropriated to **Account No. 110-7320-51294 – Special Projects** an amount not to exceed Ten Thousand Dollars (\$10,000.00).

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

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

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

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2025, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

CREADIO

STANDARD VIDEO PRODUCTION TERMS OF SERVICE

These terms apply to all video production engagements with Creadio unless otherwise modified in writing by both parties.

1. Payment Terms

A 25% deposit is required to initiate work. This secures scheduling and covers pre-production planning. The remaining 75% is due upon delivery of the final approved version of the video.

All payment due dates and methods are listed in the official invoice. Late payments may be subject to a 5% monthly late fee unless prior arrangements are made.

2. Turnaround & Delivery Timeline

Creadio provides first draft delivery within 3 weeks of the final production shoot or the last interview, whichever comes later.

If the client requires a faster turnaround, rush fees may apply and must be discussed in advance.

Final videos are delivered digitally via Dropbox or Google Drive. Drafts are typically reviewed via third-party tools (e.g., Frame.io) for collaborative feedback.

3. Revisions

Engagements include up to 2 rounds of revisions following initial draft delivery. Additional rounds will be billed at Creadio's standard hourly revision-edit rate of \$250/hour or a pre-approved flat fee.

4. Raw Footage & File Ownership

All raw footage, audio recordings, and project files remain the property of Creadio. These are not included in standard deliverables.

If raw footage is specifically requested:

- A written agreement and additional fee are required
- The client must provide a compatible external hard drive for transfer
- Creadio will not retain raw files after delivery unless otherwise agreed

Final edited video files become the client's property for usage (see Section 5).

5. Usage Rights

Upon receipt of full payment, the client receives unlimited, non-exclusive rights to use the final delivered video for:

- Public communication
- Digital platforms (website, social media, YouTube)
- Events or internal presentations
- Broadcast (if applicable)

Creadio retains the right to showcase the final project or excerpts for its own portfolio, social media, award submissions, and promotional use, unless otherwise restricted in writing.

6. Confidentiality

Creadio agrees to treat all materials provided by the client—including but not limited to video content, internal documents, interview content, and brand assets—as confidential. These materials will not be shared with third parties without the client's written consent.

Similarly, the client agrees not to disclose the terms of this agreement, including pricing, deliverables, and production processes, to any third party without prior written approval from Creadio.

This mutual confidentiality obligation remains in effect during the term of the project and for 12 months following final delivery.

7. Non-Disparagement

Both parties agree to refrain from making any public or private statements, written or verbal, that could reasonably be interpreted as harmful, disparaging, or damaging to the other party's reputation, services, or business interests.

This includes, but is not limited to:

- Public reviews
- Social media posts
- Press communications
- Internal or external commentary made to third parties

This clause does not prohibit either party from providing factual information as required by law, regulation, or court order.

7. Client Responsibilities

To ensure timely progress, the client agrees to:

- Provide all necessary brand assets and references prior to editing
- Coordinate and secure access to shoot locations and interview subjects
- Respond to drafts and approvals within mutually agreed timeframes

Delays in feedback may result in extended turnaround times.

8. Cancellations & Rescheduling

- Deposits are non-refundable in the event of cancellation
- Rescheduling within 48 hours of a confirmed shoot date may incur a fee
- Force majeure events (e.g., illness, weather, restrictions) will be handled with reasonable accommodation on both sides

9. Additional Costs

Costs incurred beyond the original scope—such as additional shoot days, specialized equipment, extra locations, on-camera talent, or extended travel—will be discussed and approved in writing prior to execution.

10. Branding Approvals

The client is responsible for ensuring compliance with their own **branding and usage guidelines**. Creadio will submit any use of official seals, logos, or identity elements for client approval during the review phase.

ADDENDUM A – PROJECT-SPECIFIC TERMS

Client: City of Sylvania – Department of Law

Project Title: Victim Advocacy Program Video

Final Deliverable Length: Approximately 5 minutes

Delivery Deadline: On or before July 21, 2025, by 4:00 PM EST

Total Project Fee: \$10,000 (\$2,500 deposit required at start)

Scope of Work Includes:

- B-roll captured at up to 3 locations
- Interviews with up to 4 individuals
- All music provided will be covered under Creadio's commercial license
- Video will undergo standard editing, sound mixing, and color correction

Final Files: Delivered via Dropbox or Google Drive

Draft Reviews: Provided through third-party review software (e.g., Frame.io)

Revisions: Includes 2 rounds; additional edits billable

Approval & Signature

By signing below, the client acknowledges and agrees to the terms outlined above.

Creadio Signature

Name & Title

Date Signed

Client Signature

Name & Title

Date Signed

ORDINANCE NO. 81-2025**AN ORDINANCE TO AUTHORIZE AND RATIFY THE EXECUTION OF THEN AND NOW CERTIFICATES BY THE FINANCE DIRECTOR AND THE PAYMENT OF AMOUNTS DUE FOR VARIOUS PURCHASE ORDERS; AND DECLARING AN EMERGENCY.**

WHEREAS, pursuant to Ohio Revised Code Section 5705.41(D)(1), the City may not enter into any contract or give any order involving the expenditure of money unless there is attached thereto a certificate of the City's Finance Director that the amount required to meet the obligation has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances; and,

WHEREAS, Ohio Revised Code Section 5705.41(D)(1) further provides that in such circumstances when no certificate is furnished as required and the expenditure is for \$3,000 or more, the City's Council, may authorize the drawing of a warrant in payment of amounts due upon such contract or order upon certification by the Finance Director that there was at the time of the execution of such certificate a sufficient sum appropriated for the purpose of such contract in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances; and,

WHEREAS, such certificate of the Finance Director is known as a "Then and Now Certificate" meaning that the funds were available when the contract was made and when the amount due under the contract was/is paid; and,

WHEREAS, the City is issuing Then and Now Certificates in connection with payments due and owing as shown on the "Exhibit A" attached; and,

WHEREAS, City Council deems it to be in the best interest of the health, safety, and

welfare of the City to approve the execution by the Finance Director of Then and Now

Certificates and to authorize and ratify the payment of amounts due under the contracts or orders, requiring the expenditure of \$3,000 or more.

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

SECTION 1. That the Council of the City of Sylvania, pursuant to Section 5705.41(D)(1) of the Ohio Revised Code, hereby approves and ratifies the execution of Then and Now Certificates by the Finance Director authorizes payments due and owing, in accordance with the schedule attached as "Exhibit A" and incorporated herein.

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 proposal for said professional services should be approved immediately so that the Then and Now Certificates are approved and ratified at the earliest possible time. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2025, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

ORDINANCE NO. 82-2025**REVISING THE ADMINISTRATIVE, DEPARTMENTAL AND
DIVISIONAL ORGANIZATION OF THE CITY AND THE CODIFIED
ORDINANCES THEREOF BY AMENDING SYLVANIA CODIFIED
ORDINANCE CHAPTER 139 – POSITION AND COMPENSATION PLAN;
AND DECLARING AN EMERGENCY.**

WHEREAS, the Director of Personnel has recommended that the Position and Compensation Plan should be amended as set forth on the attached "Exhibit A."

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

SECTION 1. That Section 139.03(d)(7) of the Codified Ordinances of Sylvania, 1979, as amended, be and it is, hereby repealed effective on and after July 22, 2025.

SECTION 2. That Section 139.04(e) of the Codified Ordinances of Sylvania, 1979, as amended, be and it is, hereby repealed effective on and after July 22, 2025.

SECTION 3. That Section 139.04(e)(1) of the Codified Ordinances of Sylvania, 1979, as amended, be and it is, hereby repealed effective on and after July 22, 2025.

SECTION 4. That Section 139.04(e)(2) of the Codified Ordinances of Sylvania, 1979, as amended, be and it is, hereby repealed effective on and after July 22, 2025.

SECTION 5. That Section 139.04(e)(3) of the Codified Ordinances of Sylvania, 1979, as amended, be and it is, hereby repealed effective on and after July 22, 2025.

SECTION 6. That Section 139.05(b) of the Codified Ordinances of Sylvania, 1979, as amended, be and it is, hereby further amended to read as set forth on the attached "Exhibit A" effective on and after July 22, 2025.

SECTION 7. That Section 139.06 of the Codified Ordinances of Sylvania, 1979, as amended, be and it is, hereby further amended to read as set forth on the attached "Exhibit B" effective on and after July 22, 2025.

SECTION 8. That Section 139.07 of the Codified Ordinances of Sylvania, 1979, as amended, be and it is, hereby further amended to read as set forth on the attached "Exhibit C" effective on and after January 1, 2026.

SECTION 9. That Section 139.07(d) of the Codified Ordinances of Sylvania, 1979, as amended, be and it is, hereby repealed effective on and after July 22, 2025.

SECTION 10. That Section 139.12 – Payroll Deductions for Savings Bonds and Notes, of the Codified Ordinances of Sylvania, 1979, as amended, be and it is, hereby repealed effective on and after July 22, 2025.

SECTION 11. 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 12. 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 13. 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 amendments to this Chapter and the provisions in the Position and Compensation Plan should be provided for immediately. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by this Charter.

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2025, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

139.05 OVERTIME AND EMERGENCY CALL-IN PAY.

* * *

(b) Overtime Compensation for Certain Salaried Employees. A salaried employee included on the list of occupational titles in a position of Water Maintenance Crew Leader, Sewer Maintenance Crew Leader, Street Maintenance Crew Leader, Parks and Forestry Crew Leader, and Vehicle Maintenance Manager when required to work pursuant to subsection (a) hereof shall be paid at the rate of time and one-half the regular rate for all hours worked over eight in any one day or for all hours worked over forty in any one week, whichever is greater, but not for both. The work schedule shall be maintained by the division's administrative head or his appointed deputy and filed with the employee's work record with the Treasurer. (Ord. 10-2013. Passed 1-22-13.)

Those employees listed above may elect to take compensatory time off in place of overtime pay. Should an employee elect to accumulate compensatory time in lieu of overtime pay for any overtime worked, the employee may request such compensatory time using the applicable form provided by the City. Request for compensatory time must be submitted to the employee's Foreman no later than when the employee's pay sheets are submitted, otherwise the employee will be paid for the overtime.

No employee may accumulate more than eighty hours of compensatory time within one calendar year and it shall be accumulated at the overtime rate. Compensatory time must be used by the last pay period of each calendar year and those hours not used at that time will be paid in cash at the rate of pay of when they were earned. Compensatory time must be taken in increments of not less than one hour. Requests for leave chargeable to compensatory time will be formulated in accordance with procedures established by the City and must not present a scheduling conflict or interfere with the orderly operation of the division or section. (Ord. ____-2025. Passed ____-2025.)

* * *

139.06 HOLIDAYS.

(a) All regular full-time City employees shall receive their regular compensation for any day or part thereof, during which the public offices of the City are closed, proclaimed as a holiday in legislation passed by Council and for the following legal holidays or parts thereof as hereinafter designated.

New Year's Day

Martin Luther King, Jr. Day (3rd Monday in January)

President's Day (3rd Monday in February)

Memorial Day (Last Monday in May)

Juneteenth Independence Day (June 19)

Independence Day (July 4)

Labor Day (1st Monday in September)

Veterans' Day (November 11)

Thanksgiving Day (4th Thursday in November)

Friday after Thanksgiving Day

Christmas Eve (December 24)

Christmas Day (December 25)

Provided, however, that the Judge of Sylvania Municipal Court shall have discretion in determining the Holiday Schedule for Sylvania Municipal Court and its employees.

Provided, still further, however, that any legal holiday or part thereof designated hereinabove may, by legislation passed by Council, be prospectively abrogated and a different day or part thereof substituted for such abrogated holiday.

*

*

*

(Ord. ____-2025. Passed ____-2025.)

139.07 LEAVES OF ABSENCE.

* * *

(b) Sick Leave.

* * *

- (3) There is no limit on the amount of unused sick leave credit that may be accumulated. (Ord. _____-2025. Passed _____-2025.)

* * *

- (7) Upon death or retirement with proper notice, an employee or his/her estate shall be entitled to cash payment for accrued unused sick leave as follows:
- A. All employees hired between January 1, 1984 and December 31, 1999 shall receive payment for one-half of such accrued sick days up to a maximum of 120 days.
 - B. All employees hired on or after January 1, 2000 shall receive payment for one-third of such accrued sick days up to a maximum of 120 days.

* * *

(c) Personal Leave.

(1) Parental Leave.

- A. Each permanent full-time employee with at least one-year of service and at least one thousand two hundred fifty (1,250) hours worked in the past year is eligible, upon the birth or adoption of a child, for a paid parental leave of absence.
- B. Parental leave shall begin on the date of the birth of an employee's child or on the day on which custody is taken by the employee for adoption placement.
- C. To be eligible for leave, the employee must be the biological parent of a newly born child or the legal guardian of and reside in the same home as a newly adopted child. If an employee adopts multiple children, the adoption shall be considered a single qualifying event, and will not serve to increase the length of leave for the employee, so long as the children are adopted within six (6) weeks of each other. Employee must not have taken paid parental leave in the preceding 12 months.
- D. Parental leave under this section shall not exceed four (4) continuous weeks immediately following the birth or adoption of a minor child, which shall include four (4) weeks of paid leave. Employees may choose to use any form of accrued paid leave or compensatory time for which the employee is qualified for additional time, over the four (4) weeks of paid leave. Each week of paid leave is compensated at 100 percent of the employee's regular, straight-time weekly pay. Paid parental leave will be paid on a biweekly basis on regularly scheduled pay dates. Any leave after the four (4) weeks shall be covered by accrued leave or taken unpaid.
- E. All the following apply to employees granted parental leave:
 - 1. They remain eligible to receive all employer-paid benefits and continue to accrue other forms of paid leave as if they were in active paid status.

2. They are ineligible to receive overtime pay, and no portion of their parental leave shall be included in calculating their overtime pay.
3. They are ineligible to receive holiday pay. A holiday occurring during the leave period shall be counted as one (1) day of parental leave and be paid as such.

(2) Bereavement Leave.

In the event of death to the parent, child, spouse, grandparent, grandchild, brother, sister or in-law of a full-time employee in the City service, such employee shall be entitled to leave with pay if he/she attends the funeral as follows: three days if the burial takes place in the City or within 500 miles thereof; four days, if the burial takes place between 500 and 900 miles from the City; and five days if the burial takes place more than 900 miles from the City. Such days shall be consecutive and one of such days shall be the day of the funeral.

CITY OF SYLVANIA

EMPLOYEE HANDBOOK AND PERSONNEL RULES

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WELCOME AND INTRODUCTION

It is important that every employee of the City of Sylvania ("Sylvania") has a safe, professional and enjoyable place to work. This Employee Handbook ("Handbook") is a resource that outlines the rights and responsibilities of employees and answers many of the questions asked by employees every day. In some cases, the general policy is described but the specific detail is not set forth in this Handbook. To obtain additional information, it may be necessary to speak to your Department Head, Union Representative (if applicable), or the City's Office of Human Resources.

Employees are responsible for reading this Handbook, familiarizing themselves with its contents, and adhering to all of the policies and procedures of the City, whether set forth in this Handbook or elsewhere. Each employee should take time to review this Handbook and become familiar with its contents.

The policies, procedures and standard practices described in this Handbook are not conditions of employment and the information in this Handbook represents only guidelines. This Handbook does not create an express or implied contract between the City and any of its employees.

The City reserves the right to modify this Handbook and amend or terminate any policies, procedures, or employee benefit programs whether or not described in this Handbook.

Because of the variety of jobs throughout the City, and the fact that there are a number of collective bargaining agreements that control different job classifications, it is impossible to provide you with a comprehensive policy manual that covers all employees and situations. If the provisions of a particular collective bargaining agreement differ from this Handbook, the provisions of the collective bargaining agreement will prevail.

Thank you for your cooperation and dedicated service to the City of Sylvania.

Sincerely,

Mark R. Frye, Mayor

PURPOSE

The purpose of this Handbook is to provide a guide to general employment-related questions for all employees of the City of Sylvania. Please take the necessary time to read the Handbook. As an employee of the City of Sylvania, you are responsible for reading and understanding the guidance and policies included within the handbook.

An employee Handbook cannot reasonably anticipate every circumstance or question involving policy. Supervisors and the Office of Human Resources also serve as a source of information for employees. The City of Sylvania may have additional administrative or collectively bargained policies and procedures which supplement policies in this Handbook. The examples included within this Handbook are intended for illustrative purposes and to aid an employee in understanding specific policies.

Except as otherwise indicated in this Handbook, the Handbook applies to all classified and unclassified employees under the authority of the City of Sylvania.

Many matters covered by this Handbook, such as benefit plan descriptions, are also described in separate City documents. These City documents are always controlling over any statement made in this handbook or by any member of management.

The policies and procedures set forth and adopted in this Handbook are structured to comply with applicable local, state and federal laws, rules, regulations and administrative policy. If there is a conflict between this Handbook and any applicable law, rule, regulation or labor agreement, the applicable laws, rules, regulations or labor agreements are always controlling.

This Handbook states only general City guidelines. The City reserves the right to review, amend, modify, withdraw, or interpret the policies, benefits or terms and conditions of employment included herein. Rules governing the safety, health, and conduct of the employees of the City of Sylvania will be posted for at least fourteen (14) calendar days prior to implementation. The City reserves the right to publish and disseminate the Handbook and all changes electronically. Employees are responsible for reading and understanding the Handbook and any changes.

This Handbook does not create a contract for employment between the City and the employee. Rights of employees governed by local, state or federal law or collective bargaining agreements, where applicable, will supersede the ideas expressed herein.

This Handbook supersedes all prior Handbooks.

COVERAGE

This Handbook is intended to set forth general policies, rules and benefits as they apply to City employees. If any provision of this Handbook conflicts with an existing contract or agreement, the provisions of the contract or agreement control. It does not cover elected officials or temporary, seasonal, part-time employees who normally work fewer than thirty (30) hours per week, or employees of the Court. Any provisions covering pay, benefits and terms and conditions of employment for non-bargaining employees who are excluded from the Personnel Policy must be specified as such in City Ordinances other than in this Personnel Policy.

NOMENCLATURE

The terms "Human Resource Manager," "Human Resources Department," "Office of Human Resources," "Personnel Director" and "Director of Personnel" are used interchangeably throughout this document and refer to the Human Resources Manager and/or Director of Personnel individually or collectively.

SECTION 1

GOVERNING PRINCIPLES OF EMPLOYMENT AND EMPLOYEE CONDUCT

1.1 At-Will Disclaimer

This Handbook, or any other verbal or written communication by a management representative is not, and should not be considered to be an agreement, contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation. This Handbook does not confer a contract of employment between the employee and the City of Sylvania.

Article VIII, Section 1.0 of the Charter of the City of Sylvania outlines the positions identified as classified and unclassified service. The terms of the Charter and the Codified Ordinances relating to employment with the City establish the employment at will ("unclassified" status which permits the City or the employee to end the employment relationship at any time, for any reason, with or without cause or notice).

In certain circumstances, as noted herein, the Mayor may provide special arrangements concerning terms or conditions of employment in an individual case or generally and any such modification must be in a signed writing.

1.2 Equal Employment Opportunity Policy The City of Sylvania is an equal opportunity employer that does not discriminate on the basis of actual or perceived race, creed, color, religion, alienage or national origin, ancestry, citizenship status, age, disability or handicap, sex, marital status, veteran status, sexual orientation, genetic information, whistleblower status, or any other characteristic protected by applicable federal, state or local laws. The City is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities and all other terms, conditions, benefits, and privileges of employment.

The City will make a reasonable accommodation to the known physical or mental limitations of qualified employees with disabilities unless the accommodation would cause significant difficulty or expense for the City. A reasonable accommodation is any change in the workplace (or in the ways things are usually done) to help a person with a disability apply for a job, perform the duties of a job, or enjoy the benefits and privileges of employment. If an employee needs assistance to perform their job duties because of a physical or mental condition, notify the Human Resources Office.

The City will accommodate the sincere religious beliefs of its employees to the extent such accommodation would not cause difficulty or expense for the City. If you wish to request such an accommodation, please contact the Human Resources Office.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the Human Resources Office. Retaliation against individuals who raise issues of equal employment opportunity is strictly prohibited. If an employee feels they have been subject to any such retaliation, they should bring the matter to the attention of the Human Resources Office. To ensure our workplace is free of artificial barriers, violation of this policy, including any improper retaliatory conduct, will lead to discipline, up to and including termination. All employees must cooperate with all investigations. A failure to cooperate with an investigation pursuant to this section is a separate event for the purpose of discipline.

1.2 Employee Conduct

A. Unlawful Discrimination and Harassment

The City is committed to providing an environment that is safe and free from unlawful discrimination and harassment. Unlawful discrimination or harassment is behavior directed toward an employee because of his/her membership in a protected class such as: race, color, religion, sex, national origin, age, ancestry, disability, genetic information, or military status. Unlawful discrimination and harassment is inappropriate and illegal and will not be tolerated. All forms of unlawful discrimination and harassment are governed by this policy and must be reported and addressed in accordance with this policy.

1. Definitions

Unlawful discrimination occurs when individuals are treated less favorably in their employment because of their membership in a protected classification. An employer may not discriminate against an individual with respect to the terms and conditions of employment, such as promotions, raises and other job opportunities, based upon that individual's membership in that protected class.

Harassment is a form of discrimination. Harassment is unwelcome conduct that is based upon a protected classification. Harassment becomes unlawful where: (1) enduring the offensive conduct becomes a condition of continued employment; and/or (2) the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

Sexual harassment is one type of unlawful harassment. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: (1) submission to the conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment. Harassment on the basis of an employee's membership in any protected classification is unlawful, will not be tolerated, and must be reported.

2. Examples

Unlawful discrimination and harassment do not generally encompass conduct of a socially acceptable nature. However, some conduct that is appropriate in a social setting may be inappropriate in the workplace. A victim's perceived acquiescence in the behavior does not negate the existence of unlawful discrimination or harassment. Inappropriate conduct that an employee perceives as being "welcome" by another employee may form the basis of a legitimate complaint.

3. Complaint Procedure

Employees who feel they have been subject to unlawful discrimination or harassment by a fellow employee, supervisor, or other individual affiliated with the City shall expediently report the conduct, in writing, to their supervisor, Department Head or Human Resources Manager. If the person towards whom the complaint is directed is one of the persons listed above, the complaint shall be reported to the Director of Law.

Similarly, employees who feel they have witnessed discrimination or harassment, or who have questions or concerns regarding discrimination or harassment, shall immediately contact their supervisor or Department Head or Human Resources Manager. Late reporting of complaints will not, in and of itself, preclude the City from taking remedial action. However, so that a thorough and accurate investigation may be conducted, employees are encouraged to submit complaints in writing and in an expedient manner following the harassing or offensive incident. All supervisors are required to follow up on all claims or concerns, whether written or verbal, regarding unlawful discrimination and harassment.

Although employees may confront the alleged harasser at their discretion, they are also required to submit a written report of any alleged incidents of harassment or discrimination through their supervisor or Department Head or Human Resources Manager. When the City is notified of the alleged harassment, it will timely investigate the complaint. The investigation may include private interviews of the employee allegedly harassed, the employee committing the alleged harassment and any witnesses. To the extent required by applicable law, information will be kept as confidential as practicable. All employees are required to cooperate in any investigation of a harassment complaint. A failure to cooperate with an investigation pursuant to this section is a separate event for the purpose of discipline.

Determinations of harassment shall be made on a case-by-case basis. If the investigation reveals the complaint is valid, prompt attention and disciplinary action designed to stop the harassment and prevent its recurrence will be taken.

4. Retaliation

Anti-discrimination laws prohibit retaliatory conduct against individuals who file a discrimination charge, testify, or participate in any way in an investigation, proceeding, or lawsuit under these laws: or who oppose employment practices that they reasonably believe discriminate against protected individuals, in violation of these laws. The law also prevents retaliatory conduct against individuals who are close personal friends or family members

with an individual who engaged in protected conduct. Supervisors and employees shall no in any way retaliate against an individual for filing a complaint, reporting harassment, participating in an investigation, or engaging in any other protected activity. Any employee who feels that he or she has been subjected to retaliatory conduct as a result of actions taken under this policy, or as a result of his/her relationship with an individual who took action under this policy, shall immediately report such conduct to their supervisor or Department Head, or if neither of these individuals is appropriate, to the Human Resources Manager. If the person towards whom the complaint is directed is one of the persons listed above, the complaint shall be reported to the Director of Law.

Any person found to have retaliated against an individual for engaging in activity protected by this policy will be subject to discipline. Disciplinary action for filing a false complaint is not a retaliatory act.

5. False Complaints

Legitimate complaints made in good faith are strongly encouraged; however, false complaints or complaints made in bad faith will not be tolerated. Failure to prove unlawful discrimination or harassment will not constitute a false complaint without further evidence of bad faith. False complaints are considered to be a violation of this policy and an employee who makes a false complaint may be subject to discipline.

6. Corrective Action

If the City determines unlawful discrimination, harassment, or retaliation has taken place, appropriate corrective action will be taken, up to and including, termination. The corrective action will be designed to stop the unlawful conduct and prevent its recurrence. If appropriate, law enforcement agencies or other licensing bodies will be notified. Any individual exhibiting retaliatory or harassing behavior towards an employee who exercised a right under this policy, or who is a close personal friend or family member of someone who exercised a right under this policy, will be subject to discipline, as will any employee who has knowledge of unlawful conduct and allows that conduct to go unaddressed.

B. Workplace Violence Policy

The City of Sylvania's Policy is to promote a safe environment for our employees and the visiting public, and to work with employees to create a professional work environment that fosters respect and dignity of all employees while maintaining an environment free from intimidation and violence. The City forbids all conduct that disrupts or interferes with an employee's work performance or that creates an intimidating, offensive or hostile work environment. All employees are responsible for abiding by this Policy. The City will not tolerate behaviors prohibited by this policy whether engaged in by supervisors, managers, or employees, and the City will also attempt to protect employees from such behaviors in the workplace by non-employees.

City employees found to be in violation of this Policy will be subject to disciplinary action up to and including termination and may also be personally subject to other civil and

criminal penalties. All forms of violence, threats or intimidation directed at City employees by persons outside the City will be met with an immediate response, which may include civil and/or criminal action designed to protect the employee and prevent further instances of workplace violence.

In addition, employees sometimes experience personal situations that may adversely impact the workplace. These situations should also be reported directly to the employee's immediate supervisor or to the Office of Human Resources. Examples of personal situations of concern are:

- The employee is subject to threats or domestic violence where there is a possibility that the party committing the abuse will seek out the employee at the workplace.
- The employee has obtained a civil protection order that names the workplace as a restricted area.
- The employee is receiving threatening or harassing telephone calls, text messages, instant messages and/or emails in the workplace.
- The employee is the target of unwanted pursuit by another who has been seen in or near the workplace.

Procedures for Reporting a Threat

In a life-threatening situation involving violence in progress, immediately call 911 and report the situation directly to the Police.

Reports of violations of this policy should be made as soon as possible following the alleged incident. While there exists no time limit for reporting conduct in violation of these Policies, delays in reporting can affect the ability to thoroughly investigate the conduct and may limit the recourse the City has available to it in correcting the behavior. Investigations are aided by expedient reporting while recollections of the events are fresh and easily recalled.

Retaliation against individuals who report conduct in violation of this Policy to management or who cooperate in the investigations of such reports in accordance with this Policy is strictly prohibited. If an employee feels he or she has been subjected to any such retaliation, he or she should report it in the same manner in which the employee would report a claim of conduct in violation of this policy.

Employees who feel they have been subject to a potentially dangerous situation by a fellow employee, supervisor, or other individual affiliated with the City shall expediently report the conduct, in writing, to their supervisor, Department Head or Human Resources Manager. If the person towards whom the complaint is directed is one of the persons listed above, the complaint shall be reported to the Director of Law.

The Human Resources Manager will work to coordinate a prompt and thorough investigation of the matter. The employee will be apprised of the progress of the investigation.

Violations of this Policy including any improper retaliatory conduct will result in disciplinary action, up to and including discharge. All employees must cooperate with all investigations. A failure to cooperate with an investigation pursuant to this section is a separate event for the purpose of discipline.

1.8 Drug-Free and Alcohol-Free Workplace Policy

The purpose of this policy is to establish a Drug-Free Workplace Program that balances our respect for individuals with the need to maintain an alcohol and drug-free work environment. The City is committed to protecting the safety and health of all employees and other individuals, such as the general public. The use and/or effects of drugs and/or alcohol at work interferes with that goal. Employees abusing drugs and alcohol jeopardize the health and safety of themselves, their coworkers, citizens, and others. All employees are responsible for reporting suspected drug or alcohol use by other employees that would violate this Policy.

Any unlawful manufacture, distribution, dispensation, possession, or use of controlled substances on City premises by employees is strictly prohibited, and violators will be subject to discipline and criminal prosecution.

Prohibited conduct under this policy includes, but is not limited to:

- Possession or consumption of alcoholic beverages in City vehicles, while in City uniform or while on City property, whether on or off duty. This includes time on paid breaks or unpaid lunch breaks.
- Possession or consumption of Marijuana or any Marijuana derivative in City vehicles, while in City uniform or while on City property, whether on or off duty. This includes time on paid breaks or unpaid lunch breaks.
- Being under the influence of intoxicants or illicit/illegal drug while conducting work for or on behalf of the City. This shall include, but is not limited to, while in City vehicles, while in City uniform, while on City premises; and/or while off duty and off of City premises. This includes time on paid breaks or unpaid lunch breaks.
- The illegal use, possession, manufacture, sale, dispensing, and transporting of drugs, narcotics and controlled substances while conducting work for or on behalf of the City. This shall include, but is not limited to, while in City vehicles, while in City uniform, while on City premises; and/or while off duty and off of City premises. This includes time on paid breaks or unpaid lunch breaks.
- The presence of any detectable amount of Marijuana Metabolites or any illegal drug or illegal controlled substance in an employee's system, while performing

City business is prohibited. This includes time on paid breaks or unpaid lunch breaks.

- The illegal or improper use of prescription drugs, as it is in violation of this Policy to intentionally misuse and/or abuse prescription drugs.
- The possession of drug paraphernalia in City vehicles, while in City uniform or while on City property, whether on or off duty. This includes time on paid breaks or unpaid lunch breaks.

Drug Related Convictions

Any employee that is convicted or enters a plea to a drug related offense occurring either in the workplace or out of the workplace must notify the City in writing within five (5) calendar days of the conviction. The City will take appropriate action, which may include discipline up to and including termination. Failure to notify the City of a conviction or plea to a drug related offense may result in termination.

The City may also require an employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for those purposes by a Federal, State, or local health, law enforcement, or another appropriate agency.

Any employee convicted of a workplace-related drug offense, who fails to report the conviction as required above will be:

1. Terminated from employment;
2. Forever barred from future employment; and,
3. Held Civilly liable for any loss of funds resulting from the failure to report the conviction.

Inspections

The City reserves the right to inspect all portions of its premises for drugs, alcohol or other contraband.

Drug and Alcohol Testing

Section 1. Employees who voluntarily come forward and ask for assistance to deal with a drug or alcohol problem shall not be disciplined by the Employer unless the employee is found guilty of other misconduct. Disciplinary action will not be taken against an employee unless he/she refuses to submit to testing, refuses the opportunity for rehabilitation, fails to complete a rehabilitation program successfully, or again tests positive for drugs within two (2) years of completing an appropriate rehabilitation program.

Section 2. Drug and alcohol screening/testing shall be conducted upon: (1) pre-promotional; (2) reasonable suspicion (the Employer possesses facts that give rise to reasonable suspicion that an employee is currently or had recently been engaging in the improper use of controlled substances or alcohol; or randomly. Drug screening/testing shall be conducted solely

for administrative purposes and the results obtained shall not be used in any criminal proceedings. Under no circumstances may the results of drug screening or testing be released to third party, or except in internal disciplinary matters, including arbitration. Any employee refusing to submit to the drug test or refusing to sign the drug test release and authorization will be subject to the disciplinary process of this Agreement.

Section 3. Alcohol testing shall be done to detect drivers operating a motor vehicle under the influence. A positive result of .04 shall be cause for the Employer to proceed with sanctions as set forth herein.

Section 4. All drug screening tests shall be conducted by medical laboratories certified by the Ohio Department of Health. Testing shall be conducted in a manner to ensure that an employee's legal drug use does not affect the drug test results, unless such legal drugs are abused or otherwise impair the employee. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be collected utilizing the split sample method of collection, following prescribed testing procedures.

Section 5.

- A. All samples shall be tested for chemical adulteration, narcotics, cannabis, pcpi amphetamines, sedatives and/or alcohol as follows:

DRUG	SCREENING TEST	CONFIRMATION
1. Amphetamines	1000 ng/ml Amphetamine	500 ng/ml GC-MS
2. Barbiturates	300 ng/ml Barbiturate	200 ng/ml GC-MS
3. Benzodiazepines	300 ng/ml	300 ng/ml
4. Cocaine Metabolites	300 ng/ml	150 ng/ml
5. Marijuana Metabolites	50 ng/ml	15 ng/ml
6. Methadone	300 ng/ml	300 ng/ml
7. Oxycodone	100 ng/ml	100 ng/ml
8. Opiates	300 ng/ml	300 ng/ml
9. Phencyclidine PCP	25 ng/ml	25 ng/ml
10. Propoxyphene	300 ng/ml	200 ng/ml

Alcohol - .04 of 1% or more by weight of blood alcohol or .04 of 1% or more by weight of blood alcohol per 210 liters of employee's breath.

- B. If a drug confirmation test is positive, the employee may, upon written request and at the employee's expense, have the split sample retested by a ODH certified laboratory. This request shall be presented within seventy-two (72) hours upon being notified of a positive result.

Medical Review Physician. The Medical Review Physician shall be chosen and agreed upon between the Employee and Employer and must be a licensed physician with a knowledge of substance abuse disorders. The Medical Review Physician shall

be familiar with the characteristics of the test (sensitivity, specificity and predictive value), the laboratories running the tests, and the medical conditions and work exposure of the employees.

The role of a Medical Review Physician will be to review and interpret the positive test results. He/She must examine alternate medical explanations for any positive test results. This action shall include conducting a medical review with the affected employee, review of the employee's medical history, and review of any other relevant biomedical factors. The Medical Review Physician must review all medical records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication.

- C. In the event the split sample test confirms the results of the first test, the Employer may proceed with the sanctions as set forth herein.
- D. In the event that the split sample test contradicts the result of the first test, the split sample result is determined to be the final result. The results of this test, if positive, shall allow the Employer to proceed with sanctions as set forth herein. If the results are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed, and the employee will be reimbursed for the cost of the split sample test.

Section 6. Selection of employees for random testing shall be made on an anonymous basis by the Human Resources Manager utilizing a random data selection and random employee selection program. Random testing shall be administered at the Employer's expense and during the work hours of any selected Employee.

Section 7. If a positive result is produced after the required testing, the Employer shall conduct an internal investigation to determine if facts exist to support the conclusion that the employee knowingly used an illegal controlled substance. Upon the conclusion of such investigation, an employee who has tested positive for the presence of illegal drugs pursuant to this Section shall be referred to an employee assistance program or detoxification program as determined by appropriate medical personnel on drug and alcohol counseling. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave or any other paid leave for the period of the rehabilitation or detoxification program. If no such paid leave is available, such employee shall be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and upon receiving satisfactory results from a retest demonstrating that that employee is no longer abusing a controlled substance, the employee may be returned to the employee's former position. such employee may be subject to periodic retesting upon the employee's return to work as provided for in Section 10. Any employee in a rehabilitation or detoxification program as provided herein will not lose any seniority or benefits.

Section 8. If the employee refuses to undergo rehabilitation or detoxification, or if the employee tests positive during a retesting within one (1) year after the employee's return to work from such a program, the employee shall be subject to disciplinary action. The employee and the Employer shall be given a copy of the laboratory report of all specimens before any discipline is imposed.

Section 9. The costs of all drug screening tests and confirmative tests shall be borne by the Employer; except that any test initiated at the request of the employee, shall be at the employee's expense.

Section 10. The Employer may conduct three (3) tests of any an employee during the one (1) year period after the employee has completed a rehabilitation/detoxification program as provided herein.

Section 11. Once an employee successfully completes rehabilitation, they shall be returned to their regular duty assignment under a conditional working status agreement developed at the time by the parties.

Section 12. This provision is in no way intended to supersede or waive any constitutional or other rights that they employee o r the employer may be entitled to under federal, state or local statutes.

1.9 Emergency Response Requirement

In order to ensure the orderly and effective delivery of City services during incidents of emergency or disaster, the City includes as an essential condition of employment for all full-time, non-bargaining personnel, the necessity to respond when called upon by the Mayor.

1.10 Workplace Violence Prevention

All persons should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. Unless authorized, firearms, weapons, and other dangerous or hazardous devices or substances are strictly prohibited on City property.

Conduct that threatens, intimidates, or coerces another employee, vendor, or member of the public will not be tolerated.

All threats of (or actual) violence, both direct and indirect, made by an employee, vendor, or member of the public should be reported as soon as possible to your immediate supervisor or to any department director. All suspicious individuals or activities should also be reported. If you see or hear a disturbance near your work area do not attempt to intercede. Instead, immediately notify your supervisor or, if necessary, the police.

All reports of threats, violence, and suspicious individuals and activity will be investigated promptly and thoroughly. The identity of the reporting individual will be protected

to the extent practical. In order to maintain workplace safety and the integrity of the investigation, employees may be suspended with or without pay pending the outcome of the investigation.

Any employee responsible for conduct in violation of this policy will be subject to discipline up to and including discharge, as well as the possibility of prosecution.

1.11 Probationary Period

All employees below the Executive or Senior Administrative Staff (members of the Executive or Senior Administrative Staff are the Directors of Public Service/Safety, Finance, Personnel, Law, Economic Development and the Chief of Police) level covered by this Employee Handbook that are not covered by a collective bargaining agreement shall be considered probationary staff members during the first year of their most recent employment with the City. The probationary period may be extended additional one (1) ninety (90) calendar day period by the City upon written notice to the staff member before the end of the initial probationary period.

1.12 Camera Monitoring

The City is committed to maintaining a safe and secure environment for all employee, visitors and property. To assist in safeguarding employees, preventing theft, protecting assets and ensuring compliance with policies, the City may use surveillance cameras throughout its premises and parking areas. Only personnel designated by the Mayor will have access to the surveillance footage. Access to footage is confidential and will be used only for the purposes outlined in this policy. Unauthorized viewing, distribution or use of surveillance footage is strictly prohibited and may result in disciplinary action. Such recordings shall be retained for thirty (30) days unless directed to retain recordings for a longer period of time.

Section 2 – Operational Policies

2.1 Employee Categories

For purposes of this handbook, all employees fall within one of the categories below.

Regular Full-Time Employees – Employees who regularly work at least 35 hours per week who were not hired on a short-term basis.

Regular Part-Time Employees – Employees who are regularly scheduled to work fewer than 30 hours per week and are not Short-Term or Seasonal Employees. Regular part-time employees in this category are generally not eligible for City benefits except as required by law.

Short-Term or Seasonal Employees – Employees who are hired for a specific short-term project, or on a short-term or temporary basis. Short-Term Employees generally are not eligible for City benefits.

In addition to the above categories, employees are categorized as either "exempt" or "non-exempt" for purposes of federal and state wage and hour laws. Employees categorized as exempt do not receive overtime pay; they generally receive the same weekly salary regardless of hours worked. The employee will be informed of these categories upon hire and informed of any subsequent changes to the categorizations.

2.2 Your Employment Records

The City maintains personnel files for its employees including, but not limited to: individual employee data, application materials, records pertaining to hiring, promotion, demotion, discipline, transfer, lay off, termination, compensation, hours and training. Employee records are the property of the City and are maintained by the Human Resource Office and/or the Chief of Police.

Employees are encouraged to review their personnel files from time to time to verify the accuracy of the information. Employees should keep their personnel files up-to-date by informing the Human Resources Office of any changes. Employees should also inform the Human Resources Office of any specialized training or skills they may acquire in the future, as well as any changes to any required Visas. Unreported changes of address, marital status, etc. can affect withholding tax and benefit coverage. Further, an "out of date" emergency contact or an inability to reach the employee in a crisis could cause a severe health or safety risk or other significant problem.

All employees who are required to be professionally licensed, registered or certified must submit such license, registration, and/or other license renewals to their Department or Division Head for verification. A copy of the license and/or certification will be maintained in the City's records. Employees are responsible for monitoring and maintaining their licenses and certifications. Failure to provide or maintain required licenses, registrations and/or certifications may result in the employee not being permitted to work in their employment category or classification. An employee may be discharged from their position if a required licensure, registration or certification expires and/or is not renewed or continued.

2.3 Credit for Prior Service

An employee shall be entitled to recognition of prior full-time employment with Local, County, State, or Federal government entities (inclusive of military service) for the purpose of calculating completed years of service. Such recognition shall be contingent upon verifiable service credit history statement generated by a public employee retirement service (PS). A service credit history statement generated from PERS shall be accepted as sufficient documentation for the determination of the applicable vacation accrual rate. Service credit for which the employee has previously received a monetary distribution or payout shall not be eligible for consideration in the calculation of total years of service.

2.4 Working Hours and Schedule

Office hours vary depending on location. Each employee will be assigned a work schedule and will be expected to begin and end work according to the schedule. To accommodate the needs of the City's citizens, at some point the City may need to change individual work schedules on either a short-term or long-term basis.

2.5 Timekeeping Procedures

For the purpose of establishing consistency in the payroll operations, the City has established a uniform payroll system that all employees are required to follow. Employees must record their actual time worked for payroll and benefit purposes. Non-exempt employees must record the time work begins and ends, as well as the beginning and ending time of any departure from work for any non-work-related reason, on forms as prescribed by the City.

Altering, falsifying or tampering with time records is prohibited and subjects the employee to discipline, up to and including discharge.

Employees are required to record periods of absence from work for reasons such as vacation, sick leave or leaves of absence without pay on forms as prescribed by the City.

It is each employee's responsibility to certify the accuracy of all time recorded. Any errors in the time record should be reported immediately to a Supervisor who will attempt to correct legitimate errors. This section does not apply to elected officials.

2.6 Absence Requests and Reports

Absence requests shall be made in writing to his/her Supervisor. The Supervisor shall indicate approval or disapproval of the absence. In the event of an unforeseen emergency, where submission pre-approval is not possible, employees may request such time immediately following their return to work.

If the absence is due to the employee's need to care for an immediate family member, as outlined in the Collective Bargaining Agreement or this handbook, the form must indicate which member of the family is in need of care.

If the leave also qualifies under the Family and Medical Leave Act as a serious health condition affecting the employee, or the parent or child of an employee, additional documentation may be required.

An employee may be required to furnish written documentation satisfactory to the City to justify the use of sick leave. Falsification of any required justification for use of sick leave may be grounds for discharge.

Employees may not request time off without pay unless all other forms of paid time off have been exhausted or the employee is otherwise unable to utilize paid time off (i.e. contract language prevents the use of compensatory or vacation time). Requests for time off without pay

must be approved in advance by the employee's Department or Division Head before submission to the Mayor or the Mayor's designee for final approval.

Employee's taking more time off than is available to them may be subject to discipline for being absent without leave unless the absence is for a qualified reason under FMLA or ADA (requires a physician's certification). Requests for leave may be denied if an employee has no remaining leave available.

When an employee becomes ill or injured prior to the start of a scheduled vacation time, a request to rescind previously approved vacation time and to use sick leave must be made and approved and must be accompanied by written documentation satisfactory to the City to justify the use of sick leave. Approval of such requests is at the sole discretion of the Department/Division head and the approval of the Human Resources Manager.

2.7 Light or Restricted Work Assignment

In cases where an employee who is on injury leave, sick leave, or disability leave has received medical certification to return to restricted (light) duty, the City may require, or the employee may request, to be placed in a restricted (light) duty assignment. If the employee requests such restricted (light) duty assignment, the City shall make reasonable efforts to accommodate the employee's request to be placed in a restricted (light) duty assignment.

2.8 Travel Time for Non-Exempt Employees

Overnight, Out-of-Town Trips

Non-exempt employees will be compensated for time spent traveling (except for meal periods) during their normal working hours, on days they are scheduled to work and on unscheduled work days (such as weekends). Non-exempt employees also will be paid for any time spent performing job duties during otherwise non-compensable travel time; however, such work should be performed only with prior management authorization.

Out-of-Town Trips for One Day Non-exempt employees who travel out of town for a one-day assignment will be paid for all travel time.

2.9 Safe Harbor Policy for Exempt Employees

It is the City's policy and practice to accurately compensate employees and to do so in compliance with all applicable local, state and federal laws. To ensure proper payment and that no improper deductions are made, employees must review pay stubs promptly to identify and report all errors.

Employees classified as exempt salaried employees will receive a salary which is intended to compensate them for all hours they may work for the City of Sylvania. This salary will be established at the time of hire or classification as an exempt employee.

Certain types of deductions such as a portion of health, dental or life insurance premiums; state, federal or local taxes; social security; or voluntary contributions to Ohio Deferred Compensation, court ordered child support, garnishments or pension plan contributions will reflect a reduction in net pay.

If the employee believes he or she has been subject to any improper deductions, the employee should immediately report the matter to the City Finance Department. If the employee does not believe they have received a prompt and/or fully acceptable reply, the employee should report their concerns to the Director of Law.

2.10 Direct Deposit

The City of Sylvania requires full time, regular part time, and seasonal employees to use direct deposit. Authorization forms are available from the Human Resources Office.

2.11 Your Paycheck

Each employee will be paid bi-weekly for all the time worked during the past pay period.

Payroll stubs itemize deductions made from gross earnings. By law, the City is required to make deductions for the employee's respective pension system (Ohio Police and Fire, Ohio Public Employee Retirement System or Social Security), federal income tax and any other appropriate taxes. These required deductions also may include any court-ordered garnishments. Payroll stubs also will differentiate between regular pay received and overtime pay received.

If there is an error in employee's pay, the employee should bring the matter to the attention of the Human Resources Department immediately so the City can resolve the matter quickly and amicably. In the event that any error has occurred which results in a substantial shortage in an Employee's pay and the amount of the shortage is not in dispute, then a special check shall be prepared by the City, as soon as practicable. If an error occurs resulting in an overpayment, the City will deduct the overpayment from the next payroll check. Any minor error of less than eight and one-half (8 ½) hours pay in an Employee's pay will be corrected within the next pay period following discovery of the error.

2.12 Salary Advances

The City of Sylvania does not permit advances on paychecks or against accrued paid time off.

2.13 Records Retention

It is the policy of the City of Sylvania to strictly adhere to Ohio's Public Records Act. All exemptions to openness are to be construed in their narrowest sense and any denial of public records in response to a valid request must be accompanied by an explanation, including legal authority, as outlined in the Ohio Revised Code.

The City of Sylvania defines records to include the following: any document, paper, electronic (including but not limited to email) or other format, that is created or received by, or comes under the jurisdiction of a public office that documents the organization, functions, policies, decisions, procedures, operations or other activities of the office. All records of the City of Sylvania are public unless they are specifically exempt from disclosure under the Ohio Revised Code.

For detailed information on the City's Public Records Policy please refer to the Administrative Policy on this matter. Failure on the part of employees to follow this policy can result in possible civil and criminal sanctions against the City and its employees and possible disciplinary action against responsible individuals (up to and including discharge of the employee). Each employee has an obligation to contact the Director of Law to inform them of potential or actual litigation, external audit, investigation or similar proceeding involving the City that may have an impact on record retention protocols.

2.14 Calamity Day

The Mayor shall be permitted, at his/her discretion, to declare an emergency leave during which period those City employees not required by the Mayor to work in essential municipal services, as provided in such declaration, shall be excused from performing their duties and from reporting to work during the declared emergency leave period with no loss of pay.

If City of Sylvania offices are closed due to inclement weather (i.e. excessive snow, ice, or other inclement weather, etc.) all regularly scheduled employees shall be paid their normal rate of pay for their normal work day hours.

Employees required to work regardless of weather conditions shall be paid their normal rate of pay for their normal work day hours in addition to being paid one and one-half (1 ½) times their regular hourly rate of pay for all actual hours worked.

If City of Sylvania offices are open but a non-essential employee is unable to work he/she may use accrued vacation leave or personal days, if available, or if unavailable, may receive an excused day off, without pay, if the employee follows the notification of absence policy applicable to their department.

If employees not deemed "essential personnel" are already at work and the City declares an emergency, or closes to the public due to other natural disasters, or unforeseen emergency, those employees will be allowed to go home and shall receive their normal rate of pay for the remainder of their normal work day hours.

2.15 Dress Code

It is important that all employees give a clean, neat, and appropriate appearance while on duty. A message of professionalism and competence should be delivered to the citizens at all

times through the dress code. Department Heads and Supervisors, with the approval of the Mayor, may set department specific policies to address departmental needs or safety related concerns.

City-Wide Regulations

1. **Hygiene:** All employees shall be aware that appropriate hygiene is required at all times. Hair should be clean and appropriately kept. Beards and mustaches should be kept clean and neatly trimmed.
2. **Clothing:** Clothing, including shoes, should be clean and neatly worn (absent holes). No inappropriate or offensive messages may appear on clothing.
3. **Jewelry and Body Art:** Visible tattoos may be required to be covered, if the tattoos are offensive in their general nature or presentation. No tongue rings, facial piercings or visible belly button rings will be allowed.
4. **Off-Duty Attire:** Clothing with City logos or other uniforms or clothing items that identify a person as a City employee should not be worn off duty to bars, nightclubs, adult entertainment establishments, or during the consumption of alcohol. Employees should use caution to avoid wearing City clothing at any off-duty location where the appropriateness of doing so might be in question.

Section 3 – Benefits

3.1 Benefits Overview/Disclaimer

In addition to good working conditions and competitive pay, it is the City of Sylvania's policy to provide a combination of supplemental benefits to all eligible employees. These benefits may include time-off benefits, such as vacations and holidays, longevity pay, insurance and other plan benefits. The City is constantly reviewing and evaluating its benefits programs and policies to better meet present and future requirements. These policies have developed over time and continue to be refined to keep up with changing times and needs.

The descriptions of the insurance and other plan benefits in this handbook highlight certain aspects of the applicable plans for general information. The details of those plans are spelled out in the official plan documents, which are available for review upon request from the Human Resources Manager or the City's website. In the determination of benefits and all other matters under each plan, the terms of the official plan documents shall govern over the language of any descriptions of the plans, including this handbook.

Further, the City of Sylvania (including the officers and administrators who are responsible for administering the plans) retains full discretionary authority to interpret the terms of the plans, as well as full discretionary authority with regard to administrative matters arising in connection with the plans and all issues concerning benefit terms, eligibility and entitlement.

If employees have questions regarding benefits, they should contact the Human Resources Manager.

3.2 Paid Holidays

Full-time employees will be paid for the following holidays:

New Year's Day (January 1)

Martin Luther King, Jr. Day (Third Monday in January)

President's Day (Third Monday in February)

Memorial Day (Last Monday in May)

Juneteenth (June 19)

Independence Day

Labor Day (First Monday in September)

Veterans' Day (November 11)

Thanksgiving Day (Fourth Thursday in November)

Day after Thanksgiving (Friday following the Fourth Thursday in November)

Christmas Eve (December 24)

Christmas Day (December 25)

When any of the holidays fall or are celebrated on a regular work day, eligible employees will receive one (1) day's pay at their regular straight-time rate. Eligible employees who are called in to work on a holiday will receive one (1) day's pay at their regular straight-time rate, and an additional payment of one and one-half (1 ½) times their regular rate of pay for the actual time they work that day.

When any of the holidays specified falls on a Sunday, it shall be celebrated the following Monday. When such holiday falls on a Saturday, it shall be celebrated on the preceding Friday.

3.3 Vacation Time

All employees in the City service, except temporary, part-time and seasonal employees, shall be allowed vacation leaves with pay after the completion of one year of employment as follows:

During 1st Calendar Year

0 days

During 2nd Calendar Year

1 day per month worked during previous calendar year (max of 10 days)

During 3 rd -4 th Calendar Years	10 days
During 5 th -6 th Calendar Years	13 days
During 7 th -12 th Calendar Years	15 days
During 13 th -16 th Calendar Years	20 days
During 17 th -18 th Calendar Years	21 days
During 19 th -20 th Calendar Years	22 days
During 21 st -22 nd Calendar Years	23 days
During 23 rd -24 th Calendar Years	24 days
During 25 th + Calendar Years	25 days

Absence on account of sickness, injury or disability in excess of that hereinafter authorized for such purpose may, at the request of the employee and within the discretion of the department head, be charged against vacation leave allowance.

The Human Resources Manager shall keep record of vacation leave allowances.

After any employee has completed their first year of service, he/she shall be eligible to take his/her vacation for succeeding years beginning January 1 of the year in which his/her succeeding anniversaries fall. In no way does this section affect any previous section with regard to vacation scheduling and seniority.

At the completion of each calendar year, all employees in the City's service, except temporary, part-time and seasonal employees, shall be allowed, as additional paid vacation leave, called bonus vacation, one-third of each unused sick day earned during such completed calendar year, which leave shall be taken, if at all, in the year following the calendar year which was the basis for allowance thereof. Instead of taking bonus vacation, as herein allowed, as time off, eligible employees may elect to receive part or all of such bonus vacation in cash. Such election shall be made in writing filed with the City following the year in which such bonus vacation was earned. Bonus vacation so elected to be taken in cash shall be paid by the City to such electing employee, at the employee's rate of pay in effect on the December 31 immediately preceding such election, up to and including January 31 following such election.

Vacations must be taken during the anniversary year following the year in which the days are earned, unless otherwise required by law. Unless specified otherwise, no unused vacation will be carried over into a subsequent anniversary year. All unused vacation leave of an employee shall be paid to such employee in a cash payment at the employee's rate of pay in effect on December 31 of the year the vacation leave was allowed subject to the following rules:

1. An employee who is allowed up to and not exceeding 80 hours of vacation leave must use all of such employee's vacation leave in the year allowed or lose that portion not

- used and such an employee is not eligible for a cash payment of any portion of such allowed vacation leave.
2. An employee who is allowed 81 hours to 120 hours of vacation leave in a year must use a minimum of 80 hours vacation leave in the year allowed or lose that portion of the 80 hours not used and is eligible for all over 80 hours of vacation leave allowed up to a maximum of 40 hours of vacation leave to be paid in cash.
 3. An employee who is allowed 121 hours to 160 hours of vacation leave in a year must use a minimum of 80 hours of vacation leave in the year it is allowed, or lose that portion of the 80 hours not used, and is eligible for all over 80 hours of vacation leave allowed up to a maximum of 80 hours of vacation leave to be paid in cash.
 4. An employee who is allowed 161 hours or more of vacation leave in a year must use all of the vacation leave allowed except up to 80 hours of which may be elected to be paid in cash and all of the vacation leave not used or paid in cash is lost.
 5. Payment will be made up to an including January 31 following such election.
 6. Unused vacation leave up to a maximum of 40 hours for special circumstances beyond the employee's control and with the Mayor's written permission may be carried over to the year following that in which such leave was allowed.
 7. The Mayor may waive the one-year of employment eligibility requirement for newly hired non-bargaining unit employees.
 8. All full-time City employees covered by this chapter, who were employed by the state, or any political subdivision of the state who were eligible to earn vacation credit may count their prior service time for the purpose of computing the amount of vacation leave as determined by the Office of Human Resources.

3.4 Sick Leave

All full-time employees in the City service shall be entitled to sick leave with pay. Sick leave credit shall accrue at the rate of 10 hours per month with pay for each completed month of service.

Provisional appointees or those who render part-time, seasonal, intermittent, per diem or hourly service shall be entitled to sick leave for the time actually worked at the same rate as that granted full-time employees.

Employees absent from work on legal holidays, during sick leave, vacation, for disability arising from injuries sustained in the course of their employment, for all authorized leaves of absence with pay and for authorized leaves without pay for not over ten days in any one calendar year shall continue to accumulate sick leave at the regularly prescribed rate during such absence as though they were on duty.

An employee eligible for sick leave with pay may use sick leave upon approval of his/her department head for absence due to illness, injury, exposure to contagious disease or due to illness or death in the employee's immediate family requiring the employee's personal attendance. An employee on sick leave shall inform their immediate supervisor

of the fact and the reason therefore as soon as possible and failure to do so within a reasonable time may be cause for denial of pay for the period of absence. The department head may require a doctor's certificate before approving sick leave pay.

Absences for parts of a day that are chargeable to sick leave in accordance with these provisions shall be charged at the rate of one hour of sick leave for each hour or part of an hour of absence.

Upon death or retirement under the appropriate State of Ohio retirement system, with proper notice, an employee or his/her estate shall be entitled to cash payment for sick leave as follows:

1. All employees hired prior to December 31, 1999 shall receive payment for one-half of such accrued sick days up to a maximum of 120 days.
2. All employees hired on or after January 1, 2000 shall receive payment for one-third of such sick days up to a maximum of 120 days.

Should a full-time employee be on sick leave of absence due to illness, injury or other health hazard, the City shall pay for such employee's fringe benefit (insurance) for the month in which he/she leaves the City service, thereafter the City shall continue to pay the same until the beginning effective date of such employee's long-term disability insurance.

3.5 Lactation Breaks

The City will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child, in accordance with and to the extent required by applicable law. The break time should run concurrently with meal periods already provided to the employee, if possible. If the break time cannot run concurrently with the meal periods already provided to the employee, the break time will be unpaid, subject to applicable law.

The City will make reasonable efforts to provide employees with the use of a room or location other than a toilet stall for the employee to express milk in private. This location may be the employee's private office, if applicable. The City may not be able to provide additional break time if doing so would seriously disrupt the City's operations, subject to applicable law. Please consult the Human Resources Manager if you have questions regarding this policy.

Employees should advise management if they need break time and an area for this purpose. Employees will not be discriminated against or retaliated against for exercising their rights under this policy.

3.6 Workers' Compensation

On-the-job injuries are covered by our Workers' Compensation Insurance Policy, which is provided at no cost to the employee. If an employee is injured on the job, no matter how

slightly, they should report the incident immediately to their Supervisor. Failure to follow City procedures may affect the ability of the employee to receive Workers' Compensation benefits.

3.7 Civil Leave

An employee shall be given time off without loss of pay when performing jury duty, when subpoenaed in the course of their employment to appear before a court, public body or commission.

The provisions of this section shall not apply if an employee is involved in an action as a personal matter or if an employee is responsible for an action requiring attendance as a witness or as a party in an action, such as traffic court, divorce proceedings, custody matters, etc. these absences are to be charged as vacation leave or approved leave without pay.

3.8 Bereavement Leave

In the event of death to the parent, child, spouse, grandparent, grandchild, brother, sister or in-law of a full-time employee in the City service, such employee shall be entitled to leave with pay if he/she attends the funeral or alternative service as follows: three days if the burial takes place in the City or within 500 miles thereof; four days, if the burial takes place between 500 and 900 miles from the City; and five days if the burial takes place more than 900 miles from the City. Such days shall be consecutive and one of the days shall be the day of the funeral or other service.

3.9 Insurance and Vision Care. Full-time and eligible part-time employees may participate in the City's insurance programs. Under these plans, eligible employees will receive comprehensive health, dental and prescription plan coverage for themselves and their families. The City also provides a vision care reimbursement allowance (currently \$200.00) for themselves and for dependents living in the household and covered on the employee's health plan. Employees not covered under bargaining agreements will receive the same insurance and vision care benefits as provided for in the most recent Collective Bargaining Agreements.

3.10 Employee Assistance Program

The City of Sylvania recognizes that problems of a personal nature can have an adverse impact on an employee's family life and job performance. In order to provide resources to employees dealing with personal problems, the City has contracted with an employee assistance organization to provide confidential counseling and referral services.

If an employee realizes they have a personal problem that could be resolved through the EAP, they are encouraged to seek assistance on their own by contacting the EAP directly, or by contacting the Office of Human Resources for more information.

3.11 Retirement Plan

City employees participate in the Ohio Public Employee Retirement System, Ohio Police and Fire Pension or in the case of part-time employees, Social Security.

City employees may also participate in the Ohio Deferred Compensation Program.

3.12 Life and Accidental Death and Dismemberment Insurance

The City will provide term life insurance as well as accidental death and dismemberment insurance to full-time employees who are active on the pay roll pursuant to Codified Ordinance Chapter 139.

Section 4 – Leaves of Absence

4.1 Personal Leave

If employees are ineligible for any other City leave of absence, the Mayor or the Mayor's designee, under certain circumstances, may grant a personal leave of absence without pay. A written request for a personal leave should be presented to the Mayor at least two (2) weeks before the anticipated start of the leave and should include an estimate of the duration of the leave. If the leave is requested for medical reasons and employees are not eligible for leave under the federal Family and Medical Leave Act (FMLA) or any state leave law, medical certification also must be submitted. During the leave, employees will not earn vacation or sick days. The City may continue health insurance coverage during the leave if employees submit their share of the monthly premium payments to the City in a timely manner, subject to the terms of the plan documents.

When the employee anticipates returning to work, they should notify management of the expected return date. This notification should be made at least one week before the end of the leave.

Upon completion of the personal leave of absence, the City will attempt to return employees to their original job or a similar position, subject to the employee's qualifications, the availability of work, and the operating needs of the City. Reinstatement, however, is not guaranteed.

Failure to advise management of availability to return to work, failure to return to work when notified or a continued absence from work beyond the time approved by the City will be considered a voluntary resignation of employment.

4.2 Military Leave

The City will comply with all State and Federal Laws applicable to Military Leave. Employees are required to submit to the City an Order or statement from the appropriate military commander as evidence of such duty. Periods of military leave shall not reduce the employee's seniority status, or annual leave and sick leave accruals. An employee ordered to military

service should meet as soon as possible with the Office of Human Resources in order to fill out any required paperwork.

4.3 Family and Medical Leave

An Employee may be granted a medical leave of absence whenever he/she is unable to perform his/her job because of sickness, illness, or disability for a period of time equal to twelve (12) weeks, up to a maximum of one (1) year, or accumulated sick days, whichever is greatest. Employees requesting sick leave must furnish a physician's certificate specifying the nature of the illness or disability and the estimated length of time that the Employee will be unable to perform the essential functions of his/her job. Except as expressly provided otherwise in the Agreement, the Employee will use accrued sick days and benefits shall continue to accrue to the extent of the period of sick days. The City will continue to provide health care, life, and disability insurance for a period of twelve (12) weeks, or five (5) months after an Employee has used up all of his/her accumulated vacation and sick leave, whichever is greater, provided the Employee makes his/her contribution each month in advance.

Where qualifying, such approved leave under this Section may be deducted from the employee's Family and Medical Leave Act (FMLA) entitlement.

The Employee may also be required to obtain the opinion of a second health care provider designated or approved by the City for medical leave of absence. An Employee returning to work from medical leave is required to present the City with a Medical certificate from his/her treating physician, indicating any restrictions on his/her ability to perform the essential functions of the job to which he/she is returning. The City may also require a physical examination at its expense if necessary to determine fitness for duty. An Employee absent from the payroll after using up all accrued sick leave and vacation leave shall remain on the approved leave with the City for a period of up to a minimum of twelve (12) weeks, or a maximum of one (1) year.

It is intended that this Section comply with the Family and Medical Leave Act of 1993, as amended, and that the City may promulgate policies in furtherance of the Family and Medical Leave Act that are not inconsistent with this Handbook or as may be required by law.

Provided they meet the applicable eligibility requirements, an Employee will be granted a maximum of twelve (12) weeks of unpaid leave in a twelve (12) month period for the birth of a child, in order to care for a newborn child, and/or because of the placement of a child with the Employee for adoption or foster care, in order to care for a spouse, child, or parent of the Employee who has a serious health condition, provided the Employee provides a certification to verify the serious health condition. The Employee may be required to obtain the opinion of a second care provider designated or approved by the City.

The City will continue to pay the Employee's health care, life, and disability insurance for up to twelve (12) weeks provided the Employee makes his/her contribution each month in advance. An Employee must exhaust all accrued, but unused, vacation leave, compensatory time,

and sick leave (if qualified, pursuant to Article 14, Sick Days), in this order, before utilizing Family Leave set forth herein. However, an employee may hold back up to sixty (60) hours of accrued vacation leave. The annual twelve (12) month period shall commence and be measured forward from the date the employee first uses the twelve (12) week leave set forth herein.

4.4 Reduced Schedule Leave

An Employee requesting intermittent or reduced schedule leave for a personal serious health condition or serious health condition of a family member as defined by the Family and Medical Leave Act may be required to temporarily transfer to an available alternative position of equivalent pay and benefits which better accommodates recurring periods of leave. Such a leave shall require certification indicating that there is a medical need for the leave on the basis requested, the expected duration and schedule of intermittent or reduced schedule leave, and in the case of a family member, that the leave on the basis requested is necessary to care for or assist the family member.

4.5 Parental Leave

Each permanent full-time employee with at least one-year of service and at least one thousand two hundred fifty (1,250) hours worked in the past year is eligible, upon the birth or adoption of a child, for a paid parental leave of absence.

Parental leave shall begin on the date of the birth of an employee's child or on the day on which custody is taken by the employee for adoption placement.

To be eligible for leave, the employee must be the biological parent of a newly born child or the legal guardian of and reside in the same home as a newly adopted child. If an employee adopts multiple children, the adoption shall be considered a single qualifying event, and will not serve to increase the length of leave for the employee, so long as the children are adopted within six (6) weeks of each other. Employee must not have taken paid parental leave in the preceding 12 months.

Parental leave under this section shall not exceed four (4) continuous weeks immediately following the birth or adoption of a minor child, which shall include four (4) weeks of paid leave. Employees may choose to use any form of accrued paid leave or compensatory time for which the employee is qualified for additional time, over the four (4) weeks of paid leave. Each week of paid leave is compensated at 100 percent of the employee's regular, straight-time weekly pay. Paid parental leave will be paid on a biweekly basis on regularly scheduled pay dates. Any leave after the four (4) weeks shall be covered by accrued leave or taken unpaid.

All the following apply to employees granted parental leave:

1. They remain eligible to receive all employer-paid benefits and continue to accrue other forms of paid leave as if they were in active paid status.

2. They are ineligible to receive overtime pay, and no portion of their parental leave shall be included in calculating their overtime pay.
3. They are ineligible to receive holiday pay. A holiday occurring during the leave period shall be counted as one (1) day of parental leave and be paid as such.

The Office of Human Resources shall be responsible for the administration of parental leave. Employees seeking to receive parental leave shall apply in writing to the Human Resources Manager. Employees must provide verification of birth or adoption upon return to work.

Section 5 – General Standards of Conduct/Discipline

5.1 Workplace Conduct

The City of Sylvania endeavors to maintain a positive work environment. The City of Sylvania's policies, procedures and guidelines are expected to be followed. The City may discipline an employee if necessary, be it progressive or general discipline, up to and including discharge as determined by the City in its discretion. The City maintains the discretion to classify offenses and violations of its policies, procedures and guidelines and to determine the level of discipline on a case-by-case basis.

5.2 Work Rule Examples

In addition to violations of Laws and Ordinances, Personnel Rules and Regulations, and Departmental Rules and Regulations, examples of activities that may result in discipline include, but are not limited to, the following:

1. Failure to follow the lawful orders of a supervisor or department head;
2. Absence from work without permission;
3. Habitual absence or tardiness;
4. Failure to perform assigned work in an acceptable manner;
5. Waste of material, property or working time;
6. Inability to get along with fellow employees so that work is hindered or does not meet required standards;
7. Drinking or using a drug of abuse on the job or appearing for work under the influence of alcohol or a drug of abuse;
8. Rudeness or disrespect in dealing with the public;
9. Any conduct which adversely reflects on the professional reputation of the employee or the City, or which evidences a lack of fitness or ability of the employee to perform the duties of an employee of the City.

5.3 Progressive Discipline

When in the best interest of the City as determined by the Mayor, the principles of progressive disciplinary action will be followed with respect to minor offenses.

When in the best interest of the City as determined by the Mayor, disciplinary action shall first be taken by the employee's immediate supervisor. The failure of the immediate supervisor to take action shall not preclude any higher supervisory authority from initiating disciplinary action. At the City's sole discretion, such action may consist of, and in any order or step:

- A. Minor reprimand, or a formal written reprimand which shall become part of the employee's personnel file;
- B. Suspension from duty without pay;
- C. Demotion or reduction in salary;
- D. Dismissal.

Any disciplinary action which affects the pay or status of an employee shall be reviewed and approved by the Mayor prior to becoming effective. Nothing in this Section shall be deemed to preclude an employee from being relieved of duty, with pay, if in the judgment of any higher supervisory authority such action is necessary. In all cases of discipline, the Grievance Procedure set forth in these Personnel Rules and the Sylvania Codified Ordinances shall control, unless otherwise provided for by a collective bargaining agreement entered into by the City.

5.4 Responsibility for Discipline

The duty of maintaining discipline among employees shall rest initially with the immediate supervisor and finally with the Mayor or his designee.

5.5 Copy of Discipline Record

Whenever a disciplinary action is taken which results in a written reprimand or greater the employee shall be given a copy of such record.

5.6 Grievance Procedure

Whenever an officer or permanent employee of the City feels aggrieved by the action of their supervisor in the administration of discipline, they may present a written statement of their grievance to the immediate supervisor of the supervisor who administered the discipline within five working days of the effective date of the disciplinary action taken against them, asking for a review and reversal or modification of the disciplinary action. If such grievance is not resolved to the satisfaction of the aggrieved employee by the superior so addressed within a period of five working days, they may request in writing, a review of their grievance by their department head, and if still unresolved within five working days, they may request a review by the Personnel Director who shall, after the close of the hearing detailed below, issue a written finding of the issues, including any information that the Personnel Director determines would be beneficial to

the record, and forward such findings to the Mayor; upon receiving the written submission from the Personnel Director, the Mayor shall issue a decision on the appeal.

In all cases, the written ruling of the Mayor shall be final and binding unless the disciplinary action taken against the employee and approved by the Mayor involves suspension from duty without pay or demotion or discharge, in which case the employee affected shall have the right to request a hearing before the Personnel Appeals Board for purposes of reviewing the final decision by the Mayor. Any such request for a hearing before the Personnel Appeals Board must be submitted to the Mayor in writing within five working days of the date of the Mayor's final decision and shall specify in detail the reasons why the Mayor's decision is in error.

5.7 Use of Communications and Computer Systems

City computer systems are to be used by authorized users only for business of the City, not personal activities. Unauthorized use of the City computer system may result in disciplinary action being taken against the employee up to and including discharge and may constitute a violation of law.

Users are personally responsible for protecting the information assets of the City. This includes security credentials such as user ID and password for the City's computer systems as well as authorized secure programs used in the operations of the City requiring a user ID and password. Users are prohibited from making unauthorized copies of confidential information and/or distributing this information to unauthorized individuals either outside or inside the City.

System users shall not use any computer system to intentionally harass or defame others, degrade the performance of the system, utilize resources for personal use, or gain access to systems for which they are not authorized. Violations of this policy may subject the employee to disciplinary action up to and including discharge.

Users shall not attach unauthorized devices to their computers unless they have received prior authorization to do so.

Computer users shall not download unauthorized software from the internet or other sources on to their computers.

Users should immediately report any incidents of misuse of the City computer systems or violations of this policy to the Information Technology Manager.

Internet Usage

The internet is a tool for organizational business and is intended primarily for business purposes; however, limited personal usage is permitted if it does not hinder performance of job duties.

Personal use is acceptable when the use complies with the whole of this policy. Personal use does not include solicitation, online gambling, harassment, and distribution of chain letters, jokes or gossip.

The internet may not be used for retrieving or storing any harassing, discriminatory, obscene or pornographic materials, gambling or any purpose which is illegal or for personal gain.

Monitoring Computer System Use

The City has the right and capabilities to monitor computer and internet usage. It is not City policy or intent to continuously monitor all computer usage by employees. However, computer users should be aware the City may monitor computer and internet usage. Monitoring could include patterns of usage (sites visited, length of time online and time of day access), employee's files and communications to the extent necessary to ensure compliance with organizational policies and existing laws.

Users will be responsible for all activities occurring during their log in session using their credentials. Users shall not log in to a computer and then allow another individual to use the computer or share access to computer systems.

Penalty for Security Violation

The City takes information security seriously. Anyone who uses the technology and information resources of the City must be aware they can be disciplined if they violate this policy. An employee of the City may be subject to discipline up to and including discharge for violations of this policy. The exact discipline imposed will be determined based on the nature and severity of the violation of the cyber security policy. Other considerations may be prior violations of the cyber security policy committed by the user, state and federal laws and other relevant information. Discipline will be administered in accordance with the Sylvania Codified Ordinances, collective bargaining agreements where applicable, Administrative Orders, and the City Employee Handbook.

In the event the person is not an employee of the City, the situation shall be submitted to the Information Technology Manager. The Information Technology Manager may refer the situation to law enforcement agencies and/or prosecutors to determine if criminal charges should be filed against the alleged violator.

5.8 Use of Social Media

The City of Sylvania respects the right of any employee to maintain a blog or web page or to participate in a social networking, X or similar site, including, but not limited to, Facebook and LinkedIn. However, to protect City interests and ensure employees focus on their job duties, employees must adhere to the following rules:

Employees may not post on personal blogs or web pages or participate on personal social networking platforms, such as X or similar site, during work time or at any time with City equipment or property

5.9 Personal and City-Provided Portable Communication Devices

City-provided portable communication devices, including cell phones and personal digital assistants, should be used primarily for business purposes. Employees have no reasonable expectation of privacy in regard to the use of such devices, and all use is subject to monitoring, to the maximum extent permitted by applicable law. This includes as permitted the right to monitor personal communications as necessary.

Some employees may be authorized to use their own portable communication device for City purposes. These employees should work with the Information Technology Department to configure their personal communication device for City use.

If an employee who uses a personal portable communication device for City use resigns or is discharged, the employee will be required to submit the device to the Information Technology Department for resetting on or before his last day of work. When appropriate, the Information Technology Department will reset and remove all information from the device, including but not limited to, City information and personal data (such as contacts, e-mails and photographs). The Information Technology Department will make efforts to provide employees with the personal data in another form to the extent practicable; however, the employee may lose some or all personal data saved on the device.

5.10 Hiring Relatives/Employee Relationships

A familiar relationship among employees can create an actual or at least a potential conflict of interest in the employment setting, especially where one relative supervises another relative. To avoid this problem, the City of Sylvania may refuse to hire or place a relative in a position where the potential for favoritism or conflict exists.

In other cases, such as personal relationships where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or discharged from employment, at the discretion of the City.

If two employees marry, become related, or enter into an intimate relationship, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual. The City generally will attempt to identify other available positions, but if no alternate position is available, the City retains the right to decide which employees will remain with the City.

For the purposes of this policy, a relative is any person who is related by blood or marriage.

ORDINANCE NO. 83-2025**ORDINANCE APPROVING THE ASSESSMENTS HERETOFORE
AUTHORIZED BY RESOLUTION NO. 6-2025 FOR STREET
LIGHTING; LEVYING SAID ASSESSMENTS; AND DECLARING
AN EMERGENCY.**

WHEREAS, this Council by Resolution No. 11-2025, passed June 2, 2025, declared the necessity for lighting the municipal streets, determined the basis for levying annual assessments on lots and lands in this City for such purpose, and authorized such assessments in the amount as estimated by the Finance Department, pursuant to said Resolution; and,

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

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

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

SECTION 1. That the assessments for the street lighting authorized by said Resolution in the aggregate amount of Three Hundred Eighty Three Thousand, Eight Hundred Thirty Four and 94/100 (\$383,834.94) and the assessments, as adjusted if adjusted, are hereby approved and such assessments in the amount so approved are hereby levied on the several parcels and lots of land in said City on the basis as set forth in said Resolution and the Finance Department is hereby directed to certify said assessments to the Auditor of Lucas County, Ohio, within the time provided therefore by the Revised Code of Ohio Section 5705.34.

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

requirements, including Section 121.22 of the Ohio Revised Code.

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

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

Passed, _____, 2025, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

ORDINANCE NO. 84 - 2025

**TO ASSESS A SPECIAL TAX UPON THE LOTS AND LANDS
DESCRIBED IN THE SCHEDULE REFERRED TO HEREIN
TO PAY A PART OF THE COST AND EXPENSE OF PROVIDING
FOR THE CONSTRUCTION, MAINTENANCE, REPAIR,
CLEANING AND ENCLOSING OPEN DRAINAGE DITCHES
WITHIN THE CORPORATE LIMITS OF THE CITY OF SYLVANIA
FOR THE YEAR ENDING DECEMBER 31, 2025; AND
DECLARING AN EMERGENCY.**

WHEREAS, the Council of the City of Sylvania has heretofore, by Ordinance, established one (1) district for the purpose of constructing, maintaining, repairing, cleaning and enclosing open drainage ditches located within the corporate limits of the City of Sylvania during the year 2018, and provided that part of the cost and expense connected with said work in said district in the total amount of Four Hundred Twenty Two Thousand, Eight Hundred Fifty and 95/100 (\$422,850.95) shall be levied and assessed bases on:

- a) Small Residential (less than 10,000 square feet) =\$21.25 per year;
 - b) Large Lot Residential (greater than 10,000 square feet) =\$38.50 per year;
 - c) Non-Single Family Residential = \$35.00 per year per 4,000 square feet or impervious area;
- as set forth in said Ordinance; and,

WHEREAS, the Finance Department has given notice of the passage of the Ordinance creating the Ditch District for 2025 and of the estimated assessments on file in the Office of Finance; and,

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

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

SECTION 1. That, to pay a part of the cost and expense of the construction, maintenance, repair, cleaning and enclosing open drainage ditches located within the corporate limits of the City of Sylvania as described in the schedule as reported by the Finance Department for the year ending December 31, 2025, there be, and hereby is assessed, in one (1) installment for 2025, upon the lots and lands bounding and abutting upon the streets and public right-of-way in said district, the several sums shown in the list of assessments, as adjusted if adjusted, and set opposite the description of the respective lots and lands and do hereby determine and declare that said lots and lands are specially benefitted in the amounts so assessed against the same, which amounts and assessments are hereby confirmed and approved.

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

SECTION 3. That the Finance Department is, directed to certify said assessments in one (1) installment within twenty (20) days of the passage hereof, to the Auditor of Lucas County, Ohio, to be, by her, placed upon the grand tax duplicate of said County for the year 2025 against said lots and lands, respectively, to be collected at the same time and in the same manner as other taxes are collected.

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

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

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

Passed, _____, 2025, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

ORDINANCE NO. 85-2025

TO ASSESS A SPECIAL TAX UPON THE LOTS AND LANDS DESCRIBED IN THE SCHEDULE REFERRED TO HEREIN TO PAY A PART OF THE COST AND EXPENSE OF PROVIDING FOR THE REMOVAL AND SPECIAL TREATMENT OF SHADE TREES FOR THE PURPOSE OF CONTROLLING BLIGHT AND DISEASE OF SAME; AND FOR PLANTING, MAINTAINING, TRIMMING AND REMOVING SHADE TREES IN AND ALONG THE STREETS AND WITHIN PUBLIC RIGHT-OF-WAY OF THE CITY FOR THE YEAR ENDING DECEMBER 31, 2025; AND DECLARING AN EMERGENCY.

WHEREAS, the Council of the City of Sylvania has heretofore, by Ordinance, established one (1) district for the purpose of removing or specially treating therein shade trees for the purpose of controlling the blight and disease of same for the planting, maintaining, trimming and removing shade trees in and along the streets and within public right-of-way of the City of Sylvania during the year 2025, and provided that part of the cost and expense connected with said work in said district in the total amount of Two Hundred Nine Thousand, Ninety-Five and 48/100 (\$209,095.48) shall be levied and assessed in the sum of thirty-five cents (35¢) per front foot upon all lots and lands bounding and abutting upon the streets and public right-of-way in said district as set forth in said Ordinance; and,

WHEREAS, the Finance Department has given notice of the passage of the Ordinance creating the Tree District for 2025, and of the estimated assessments on file in the Office of Finance; and,

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

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

SECTION 1. That, to pay the cost and expense of the removal or special treatment of certain shade trees for the purpose of controlling the blight and disease and for planting, maintaining, trimming and removing of other shade trees in and along the streets and within public right-of-way of the City of Sylvania described in the schedule as reported by the Finance Department for the year ending December 31, 2025, there be, and hereby is assessed, in one (1) installment for 2025, upon the lots and lands bounding and abutting upon the streets and public

right-of-way in said district, the several sums shown in the list of assessments, as adjusted if adjusted, and set opposite the description of the respective lots and lands and do hereby determine and declare that said lots and lands are specially benefitted in the amounts so assessed against the same, which amounts and assessments are hereby confirmed and approved.

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

SECTION 3. That the Finance Department is directed to certify said assessments in one (1) installment within twenty (20) days of the passage hereof, to the Auditor of Lucas County, Ohio, to be, by him, placed upon the grand tax duplicate of said County for the year 2025 against said lots and lands, respectively, to be collected at the same time and in the same manner as other taxes are collected.

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

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

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

Passed, _____, 2025, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date



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

July 21, 2025

To: The Mayor and Members of Sylvania City Council

Re: **Gateway Signage Standard Update & Board of Architectural Review Referral Request**

Dear Mr. Mayor and Council Members:

On May 5, 2025 City Council authorized a contract with EDGE to develop a Gateway Signage Standard (Ord. 54-2025). As a reminder, this project would provide the Service Department with a pre-approved aesthetically pleasing welcoming signage packet to be implemented at select entry points to downtown. As those entry point projects are developed the goal would be to select a size appropriate sign from the standard and incorporate it into the construction plans for implementation.

Included with your Council packets are three (3) concepts developed by EDGE for review and consideration along with a location map. The next step in our process would be to have the Board of Architectural Review provide detailed input, and, where necessary recommended changes.

Once the Board of Architectural Review has completed their review process the goal would be to provide City Council with their recommended alternative for further review, consideration, and ultimate adoption.

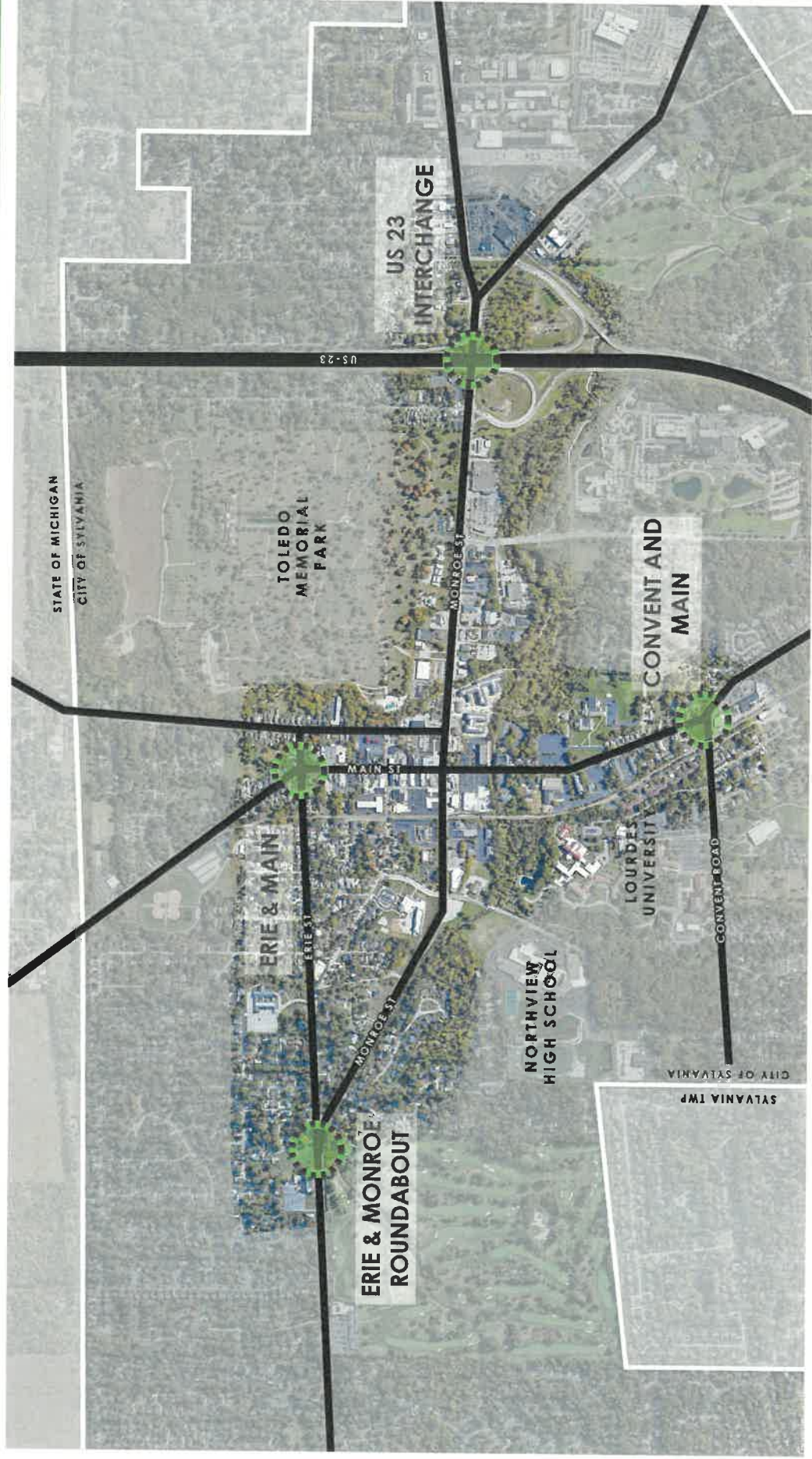
We recommend City Council refer the Gateway Signage Standard concept packet to the next available Board of Architectural Review meeting scheduled for August 13, 2025.

Please call with any questions.

Sincerely,

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

DOWNTOWN SYLVANIA OVERVIEW - GATEWAY LOCATIONS



GATEWAY SIGN STANDARDS Kickoff
 City of Sylvania • May 2025

EDGE



Glowing wrap around box (lighting option). Potentially vinyl graphics.

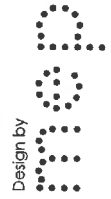


- flush metal "leaf"
- applied vinyl "Welcome to"
- flush thick metal letters for "SYLVANIA"

Glowing wrap around box (lighting option). Potentially vinyl graphics.



- flush metal "leaf"
- applied vinyl "Welcome to"
- flush thick metal letters for "SYLVANIA"



Design by
MARGO PUFFENBERGER
margo@designbymep.com
614.634.1658
designbymep.com

CITY OF SYLVANIA GATEWAY SIGNAGE FAMILY - CONCEPT 1



KRISTYN BOWDEN
kbowden@edgela.com
419.283.6934
edgela.com

landscape architecture,
urban design & planning



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

July 21, 2025

To: The Mayor and Members of Sylvania City Council

Re: **Centennial Road & Little Road Intersection Improvements
Consultant Letter of Interest (LOI) Request**

Dear Mr. Mayor and Council Members:

The Service and Police Departments have been coordinating multiple safety efforts on Centennial Road including conducting a speed study between Erie Street and Little Road and coordinating with property owners on safer off-site parking arrangements during Centennial Terrace events.

The Service Department would like to initiate an additional roadway safety measure at the intersection of Centennial Road and Little Road by installing a modern single-lane roundabout. We believe this will serve as a traffic calming measure half way between Erie Street and Brint Road. The project will also lay the ground work for the necessary right-of-way to be acquired to relocate aerial utilities that are currently problematic for turning vehicles.

The first step in this process is to request Letters of Interest (LOI) from engineering consultants to design the project. City staff members will review the LOI's and select the most qualified consultant to complete the design. Once the consultant is selected the City will enter into scope and fee negotiations.

The engineering fees were not included in our 2025 capital improvement budget. Once the fee has been established we can report back to City Council with the amount and a determination can be made to proceed ahead in 2025, or, wait and include the expense in the 2026 capital improvement budget.

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

Sincerely,

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



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

July 21, 2025

To: The Mayor and Members of Sylvania City Council

Re: **Downtown Transportation Improvements (Aerial Utility Bury Construction Project)**

Dear Mr. Mayor and Council Members:

The construction plans and cost estimate for the above referenced project have been completed and the Service Department is ready to publicly advertise the project for sale.

This scope of work includes installing the necessary underground infrastructure including conduit, handholes, and junction boxes to relocate Toledo Edison, Buckeye Cable, Frontier Communications, and Spectrum facilities below grade in the second block of Main Street. The work also includes both temporary and permanent at grade restoration items all to be performed in advance of roadway construction in 2026.

The estimated construction cost is \$996,152.33. This project was programmed into the 2025 budget and would be funded from account 401-7610-53610. Additionally, the City will have utility owner specific expenses requiring City Council approval prior to placing their own wiring in the conduit and making the necessary service connections.

Pending the finalization of residential easement agreements with utility companies and the completion of the final plan review, the Service Department will advertise for bids in late Summer 2025. Construction will start in the Fall of 2025 with the goal of having all facilities fully relocated underground and at grade poles removed ahead of the start of the Downtown Transportation Improvements Project (Phase 2) in July/August 2026. We request the Clerk of Council be authorized to advertise for bids. Please call with any questions.

Sincerely,

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

6730 MONROE STREET • SYLVANIA, OHIO 43560-1948 • (419) 885-8965 • FAX (419) 885-0486

www.cityofsylvania.com

PETITION FOR ZONING ORDINANCE AMENDMENT

23

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

SUP# 3-2025
Application No.

Date 6/11/2025

Petitioner Name(s): Benjamin and Amanda Milliron

Petitioner Address: 5916 Main St Sylvania OH 43560

Email: benjaminmilliron@yahoo.com

Telephone: 419-902-2511

Location of property for which zoning amendment is requested: See Attached

Purpose of amendment request: To allow ground-mounted solar energy systems in a residential district is to provide homeowners with greater flexibility in adopting renewable energy solutions, particularly when rooftop installations are not preferred

Current Zoning: R-2

Requested Zoning: R-2 SUP

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:

Benjamin Milliron

Date referred by Council:

Date of Commission Action:

Date of Council Action:

Action:

For Office Use Only

Date: 6/11/2025

Check #: 00265

Cash: —

Fee: \$ 300.00

Paid To

PAID - 6/11/2025 - Zoning 1321



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

6730 MONROE STREET
SYLVANIA, OH 43560

DATE:	July 15, 2025
PROJECT:	5916 Main St (Benjamin & Amanda Milliron) – Solar Special Use Permit
PURPOSE:	Special Use Permit – Preliminary Site Plan Review (Comments)
PREPARED BY:	Eric M. Barnes, P.E., S.I, Deputy Director

The Department of Public Service received a site plan for improvements at the property of 5916 Main Street.

Our department has the following comments:

PLAN REVIEW & INSPECTION FEES

1. The Special Use Permit Application Fee of \$300 was paid on June 11, 2025.

PLAN REVIEW COMMENTS

1. Please provide more information regarding the details of what these arrays will look like. I want to see following information: **(All of the below information has been provided)**
 - a. Size
 - b. Orientation
 - c. Height
 - d. Color/Style
 - e. Fencing/Screening
 - f. Any renderings
2. Add dimensions to the site plan for the array size as well as offsets from property lines and adjacent buildings. **(Dimensions have been provided)**
3. Make the addresses and adjoining property label larger **(Comment has been addressed)**
4. Add zoning classifications to the site plan **(Zoning classification added: R-2)**
5. Is there any additional infrastructure or equipment that will be on the premise such as capacitors or electrical control boxes? These will need shown on the site plan and labeled accordingly. **(Objects have been labeled)**

NOTABLE ITEMS

1. This property sits within a Historic District. The intent of this district is to maintain the distinctive appearance of an older historic neighborhood. Consideration should be given to the surrounding aesthetic of the area and if the requested solar array coincides with that aesthetic.



July 15, 2025

DEPARTMENT OF PUBLIC SERVICE
TIMOTHY S. BURNS, ZONING ADMINISTRATOR

Project: Benjamin and Amanda Milliron
Ground Mount Solar Field
Requires a Council Approved SUP
Purpose: Zoning review – Requested Application for SUP
Prepared By: Timothy S. Burns, Zoning Administrator
Zoning District: R-2 SUP Solar Field

The proposed ground mounted solar filed is up for review.

In the R-2 Zoned District, the code permits for roof mounted solar panels as described below.

1161.05 SOLAR PANELS.

Solar panels are allowed in any zoning district when located on a roof surface and do not protrude more than 12 inches above the roof surface it is attached to. Solar panels that are free-standing structures, supported on racking systems or other structural elements permanently affixed to the ground are considered to be a Special Uses pursuant to Chapter 1153.

For Ground Mount Solar Fields, a Special Use Permit is required and shall require City Council approval.

1153.02 SPECIAL USES.

Council shall have authority to permit, by ordinance, the following uses of land or structures in any district, except as herein qualified and subject to the conditions and procedures set forth herein:

1153.02 (x) Solar panels (free standing) supported on racking systems or other structural elements permanently affixed to the ground.

It should be noted the proposed solar field located within the Neighborhood Character Architectural District and the cohesive nature of this historic area of town.

1187.02 THREE ARCHITECTURAL DISTRICTS AS OVERLAY DISTRICTS.

There are three Architectural Districts that apply to specific areas in the City. The Neighborhood Character Architectural District is created to help maintain the distinctive appeal of older residential neighborhoods in and near downtown Sylvania. These residential areas are locally-significant with historic roots associated with the earliest days of the City of Sylvania.

1121.08 FENCES AND HEDGES.

- (a) Fences or hedges may not exceed three and one-half feet in height in the required front yard.
- (b) Fences may not exceed four feet in height in the required side yard adjacent to the main building and projected to the required front yard.
- (c) Fences may not exceed seven feet in height in any other location on a lot. (See Diagram A for illustration.)

All new fencing requires a permit. Fence height restrictions as stated above.

General Review

Since there is no specific set back requirements, it should be considered the minimal required setback in an R-2 District is 6'. The proposed solar field would meet this setback (See Engineering Review for Additional Comments).

It is recommended that the Historic Overlay District this property is located should be considered.

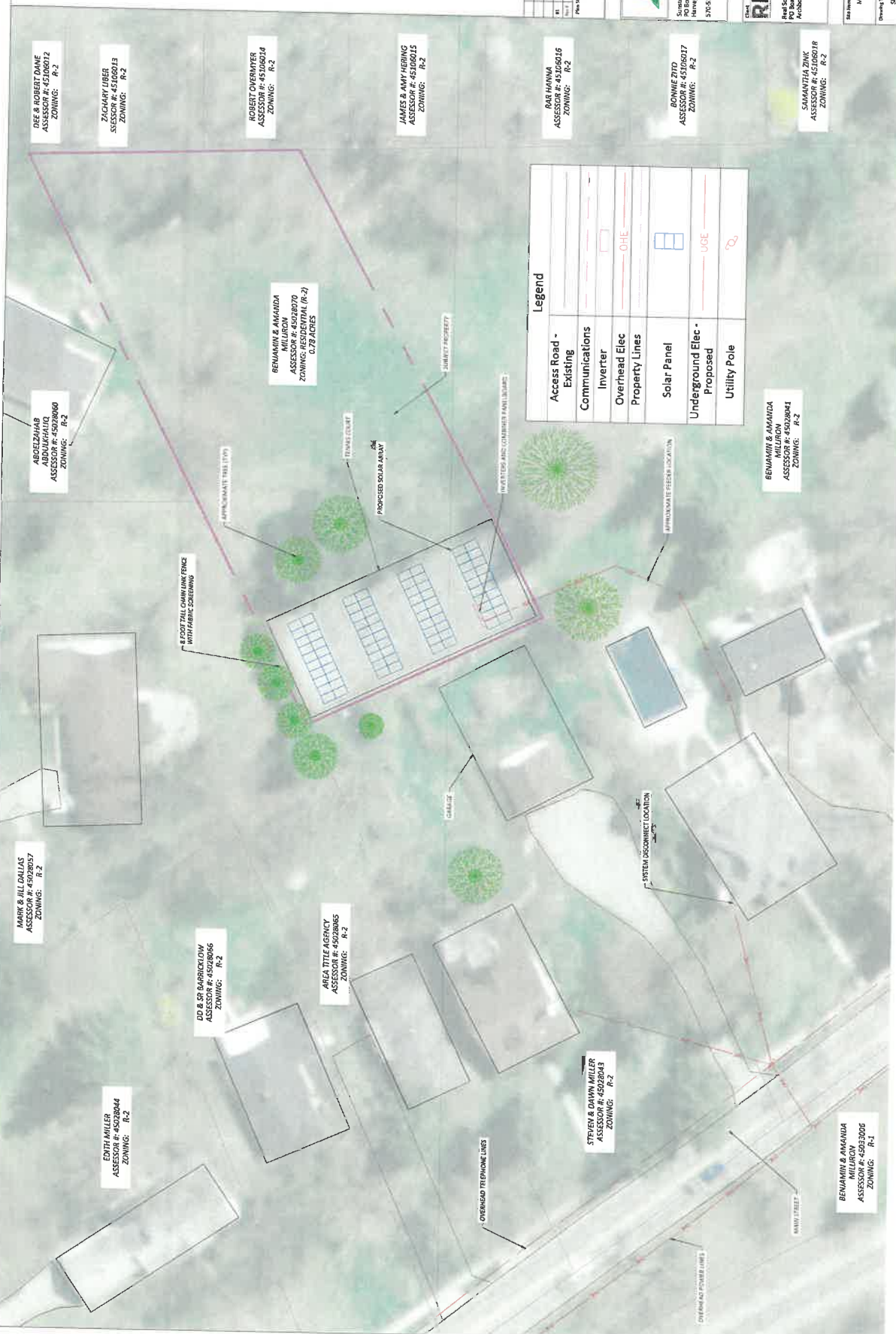
Sincerely,



Timothy S Burns
City of Sylvania Zoning Administrator



Site Address:
5945 Main Street
Shirley, OH 43060



Legend	
Access Road - Existing	—
Communications	—
Inverter	—
Overhead Elec	—
Property Lines	—
Solar Panel	—
Underground Elec - Proposed	—
Utility Pole	—

1 Site Plan
SCALE: 1" = 10'

THIS DRAWING SHALL NOT BE USED BY ANY OTHER PERSON, FIRM, OR COMPANY WITHOUT THE SPECIFIC WRITTEN PERMISSION FROM SUNSTONE ENGINEERING GROUP, LLC.

Sheet	By	Date
01	01	01



Sunstone Engineering Group, LLC
10000 Main Street
Shirley, OH 43060
330.619.3374



REALSOLAR
10000 Main Street
Shirley, OH 43060

Million's Solar Project
Shirley, OH

Project	Sheet	Drawn	Checked
01	01	01	01

**APPLICATION TO THE
SYLVANIA CITY COUNCIL**

~to change the hours of operation of the~

**CITY OF SYLVANIA
DESIGNATED OUTDOOR
REFRESHMENT AREA
ORC 4301.82**

July 21, 2025

**Submitted by William D. Sanford, City of Sylvania
Economic Development Director**

I. INTRODUCTION AND SUBMITTAL OF APPLICATION

Section 4301.82 of the Ohio Revised Code (ORC) authorizes municipalities with a population under 50,000 to create not more than three (3) DORAs that are no larger than 320 contiguous acres in size.

Sylvania City Council, by Ordinance No. 37-2019, created a Designated Outdoor Refreshment Area and established the boundaries of same. Ordinance No. 47-2020, passed by Sylvania City Council on July 20, 2020, expanded the boundaries of the DORA to include the Mini Park at the corner of Maplewood Ave. and Main St. and Ordinance No. 48-2021, passed by Sylvania City Council on June 7, 2021, expanded the boundaries of the DORA to include Summit Street. Red Bird Sylvania has requested the hours of the DORA be changed from 12:00 p.m. to 12:00 a.m. Monday through Sunday to 10:00 a.m. to 12:00 a.m. Monday through Sunday. Therefore, this application is being submitted to amend the hours of operation of the DORA.

II. BOUNDARIES

The description of the DORA by street address is expressed as follows:

On the West Side of Main Street (north to south):

From 5619 Main Street to 5773 Main Street – odd numbers only

On the East Side of Main Street (north to south):

From 5612 Main Street to 5774 Main Street – even numbers only

On the North Side of Maplewood Avenue (east to west):

From 6616 Maplewood Avenue to 6632 Maplewood Avenue – even numbers only

On the South Side of Maplewood Avenue (east to west):

From 6613 Maplewood Avenue to 6635 Maplewood Avenue – odd numbers only

On the East Side of Summit Street (north to south):

From 5645 Summit Street to 5625 Summit Street – odd numbers only

On the West Side of Summit Street (north to south):

From 5646 Summit Street to 5622 Summit Street – even numbers only

Richard Becker Place

Said description contains approximately 4 acres.

The parcels of real property located within the DORA are as follows:

Parcel No.	Address	Qualified Permit Holder	DBA
82-10221	5619 Main St.		
82-10234	5621 Main St.		
82-10237	5627 Main St.		
82-10241	5629 Main St.	Creative Gourmet, Ltd.	Olive's on Main
82-10244	5633 Main St.		
82-10247	5639 Main St.		
82-10254	5641 Main St.		
82-10251	5645 Main St.		
82-10261	5651 Main St.		
82-10257	5661 Main St.		
82-02147	5663 Main St.		
82-02151	5679 Main St.		
82-02154	5679 Main St.		
82-02157	5681 Main St.		
82-02161	5689 Main St.		

82-02164	5693 Main St.		
82-94081	6604 Maplewood Ave.	First Brookside, LLC	Inside the Five
82-94082	5705 Main St.		
82-94083	5711 Main St.		
82-94084	5723 Main St.		
82-03492	5727 Main St.		
82-94087	5737 Main St.		
82-94088	5747 Main St.		
82-03531	5753 Main St.		
82-03474	5761 Main St.		
82-11481	5758 Main St.	Kernet, LLC	Sodbuster
82-11424	5738 Main St.		
82-11454	5730 Main St.		
82-11395	5720 Main St.		
82-11374	5712 Main St.		
82-11381	5708 Main St.		
82-11384	6616 Maplewood Ave.		
82-11307	5692 Main St.	Tenedos Corp.	J & G's/UpSide Brewing
82-11297	5678 Main St.		
82-11294	5662 Main St.		
82-11274	5658 Main St.		
82-11271	5648 Main St.	NZRD Properties of Toledo, Inc.	Chandler Café
82-11244	5632 Main St.		
82-11264	5612 Main St.		
82-03467	5773 Main St.		
82-03471	5763 Main St.		
82-11494	5774 Main St.		
82-11471	5768 Main St.		
82-11311	6613 Maplewood Ave.		
82-11331	6611 Maplewood Ave.		
82-02101	6632 Maplewood Ave.		

82-02117	6635 Maplewood Ave.		
82-02131	6619 Maplewood Ave.		
82-02134	6627 Maplewood Ave.		
82-11324	6605 Maplewood Ave.		
82-11367	6604 Maplewood Ave.		
82-11357	6602 Maplewood Ave.		
82-11314	5645 Summit St.		
82-11221	5615 Summit St.		
82-11281	5625 Summit St.		
82-11284	5629 Summit St.		
82-11317	5639 Summit St.		
82-11174	5622 Summit St.		
82-94086	5734 Lane Drive		

III. NATURE OF ESTABLISHMENTS

In accordance with ORC 4301.82(B)(2), the nature and types of establishments that will be located within the DORA are listed below.

The types of establishments located within or adjacent to the DORA are primarily businesses in the retail, dining or services sectors.

IV. QUALIFYING PERMIT HOLDERS

In accordance with O.R.C. 4301.82(B)(3), the DORA will encompass not fewer than two qualified permit holders.

Sylvania has identified five (5) qualified permit holders that will be included in the DORA:

Business Name	DBA	Business Address	Permit Types	Permit #
NZRD Properties of Toledo, Inc.	Chandler Café	5648 Main St.	D5 & D6	1391230
Creative Gourmet, Ltd.	Olive's on Main	5629 Main St.	D2 & D3	1808676
First Brookside, LLC	Inside the Five	6604 Maplewood	A1A, A1C & D6	4151211
Tenedos Corp.	Upside Brewing	5692 Main St.	A1A, A1C, & D6	88418160010
Kermet, LLC	Sodbuster	5758 Main St.	D1, D3, D3A, D6	0122116

V. LAND USE & ZONING

In accordance with O.R.C. 4301.82(B)(4), the uses of land within the DORA are zoned B and are in accord with Sylvania's master zoning plan:

V. Safety Plan - Designated Outdoor Refreshment Area ("DORA")

In the event the City should expand the Designated Outdoor Refreshment Area ("DORA"), the Division of Police will be responsible for public safety in the area. This will be accomplished in the following manner:

- A. The on-duty supervisor will ensure that appropriate measures are taken for adequate staffing and supervision of activities during DORA operational hours. Attendance and the nature of events shall guide staffing levels.
- B. The Chief of Police may assign additional officers to events occurring within the DORA or establish other staffing mandates based upon the activities that are expected to occur.
- C. If a private special event is authorized within the DORA, the Chief of Police may require the event organizer to hire police personnel to be assigned to the area.

VI. Sanitation Plan - Designated Outdoor Refreshment Area

There are currently eight (8) trash receptacles located in the proposed outdoor refreshment area. The receptacles are primarily concentrated along Main Street between Maplewood Avenue and Monroe Street.

The City proposes adding additional trash receptacles within the outdoor refreshment area to fill gaps in coverage. The trash receptacles will be serviced by the City's Service Department throughout scheduled events and immediately following events. The Service Department will monitor the receptacles and the coordinated effort for collection.

Policies and Procedures for the Sylvania DORA

On, April 16, 2019, Sylvania City Council passed Ordinance No. 37-2019 (and amended by Ordinances No. 47-2020, 48-2021 and ____-2025, passed by Sylvania City Council on July 20, 2020, June 7, 2021 and _____, 2025, respectively), authorizing the expansion of the Designated Outdoor Refreshment Area ("Sylvania DORA") on certain dates and times. Additionally, Sylvania City Council enacted the Sylvania DORA Policies and Procedures to establish the manner in which licensed businesses are authorized to participate in the Sylvania DORA and for the enforcements of those policies and procedures.

1. The Sylvania DORA is operational on the dates and times identified on "Exhibit C-2," attached hereto, and at no other times. Participating Establishments are strictly prohibited from using the Designated Plastic cups (as explained in Item 8 below) other than on the dates and times identified on Exhibit C-2 attached hereto.
2. **Each establishment must appoint one or more employees to verify that the person purchasing alcohol is age 21 or older.**
3. The Establishment is limited to selling two alcoholic beverages at a time to a patron during the Sylvania DORA hours.
4. The Establishment shall purchase Designated Plastic cups from the Downtown Sylvania Association ("DSA") at cost, which will be determined by the DSA upon ordering.
5. Alcohol may only be served in Designated Plastic cups for the authorized Sylvania DORA dates.
6. Non-alcoholic drinks shall not be served in the designated plastic cup.
7. Each Establishment shall provide adequate staffing to ensure prompt service to each person. Establishments are encouraged to include a designated "Sylvania DORA Patrons" line to enable purchasers to buy an alcoholic beverage and return to the outdoors in a timely manner.
8. Establishments shall pay for additional police security required for non-City sponsored DORA events.

If the City determines that an establishment fails to comply with these policies, the establishment shall be immediately suspended from participating in the Sylvania DORA for 2 weeks. The non-compliant establishment may appeal the suspension to the City's Safety Director. For continued violations, the City reserves the right to petition City Council to remove the establishment from the Sylvania DORA.

A.

Board of Architectural Review

Minutes of the regular meeting of July 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 June 11, 2025, meeting as submitted. Vote being: Frye, Lindhuber, Fischer, Marciniak and Schaaf (5) aye; (0) nay. Motion passed by a 5 to 0 vote.

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

Submitted by,

Timothy Burns, Acting Secretary
Municipal Planning Commission

B.

Sylvania Municipal Planning Commission

Minutes of the regular meeting of July 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. Lindhuber moved, Ms. Fischer seconded to approve the Minutes of the June 11, 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 – Council Referral for Review and Recommendation – Petition for Zoning Ordinance Amendment No. SUP 2-2025 – submitted by Perrysburg Energy (on behalf of the Sisters of St. Francis) to allow for carport solar canopies in parking lots B & C at 6832 Convent Boulevard.

Molly and Scott Thomson of Perrysburg Energy were present.

Jeni Belt and Sara Grunberg of Sisters of St. Francis were present.

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

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

Submitted by,

Timothy Burns, Acting Secretary
Municipal Planning Commission

C.

OHIO DEPARTMENT OF TRANSPORTATION
INTER-OFFICE COMMUNICATION

TO: Christopher Waterfield, District 2 Safety Review Team Chair

FROM: Michelle May, Safety Program Manager

SUBJECT: Safety Project Applications for April 2025

DATE: July 3, 2025

The Safety Program Committee has reviewed the following applications and has approved or denied funding for these projects based on a variety of criteria including statewide/local priority, countermeasures identified and available funding.

Decision-making is always difficult. ODOT districts and local governments submitted 42 applications worth more than \$159 million this round. We appreciate your efforts to review and submit these applications.

All projects should include a safety funding cap comment that notes the SAC code(s) with a cap amount equal to 10% above the project's total awarded amount.

LUC-CR1572-7.89 (F202503D02-01)

Description: Constructing a roundabout at Brint and N. Holland Sylvania Road in Sylvania.

Decision: Approved. Please program these funds using 100% 4HJ7.

	FY2026	FY2027	FY2028	FY2029	FY2030
PE ENV	\$116,694				
PE DD		\$272,286			
ROW		\$175,950			
Construction			\$1,734,734		

LUC-CR1572-7.66 (F202503D02-02)

Description: Constructing a roundabout at Harroun and N. Holland Sylvania Road in Sylvania.

Decision: Not Approved. Higher-ranked projects selected for this application round.

WIL-CR13-3.30 (F202503D02-03)

Description: Construct a single lane roundabout at County Road G.

Decision: Approved. Please program these funds using 100% 4HJ7. Capped at the amounts listed below.

	FY2026	FY2027	FY2028	FY2029	FY2030
PE ENV	\$534,600				
PE DD	\$133,200				



ENHANCING SYSTEM SAFETY

We are upgrading the natural gas lines in your neighborhood.

Elden & Erie Replacement Project

Sylvania, Ohio

Columbia Gas and its contractor, Infrasource, are set to begin a dual replacement/relocation project in Sylvania. Crews are installing approximately 4,900 feet of new plastic pipe serving roughly 70 properties along Maplewood Avenue, Parkwood Boulevard, Fairview Drive, Trail Way Drive, and a portion of Erie Street, Elden Drive, Garden Park Drive, and Phillips Avenue. This project will remediate existing leakage while also clearing underground conflict ahead of a planned city improvement project.

The project has several long-term benefits:

- Enhanced safety feature
- Less future maintenance
- Reliability of service
- Pipe lifespan of 100 years
- Increased system support and capacity

Work will begin in mid-August and last roughly three to four months.

We promise to put things back in order once complete.

FYI- our project may impact driveways and sidewalks in the short-term. For any residents with special circumstances (disability, limited mobility or specific health concerns), please reach out at your earliest convenience so that we can work together on a specialty plan for install at your property.

GET YOUR QUESTIONS ANSWERED:

Virtual Public Meeting

August 5th, 2025 from 6:00 PM-6:30 PM

Weblink - <https://tinyurl.com/3vpva35f>

Phone 213-514-7050, Access Code: 195 153 973#

Those utilizing the weblink may need to download Microsoft Teams.

WHAT WE DO:

1. **Prep work.** To make sure no other underground utilities are damaged by this work, we will call 811 to have the public utilities marked with flags, stakes and temporary paint. We may also schedule time to enter your home or business to inspect your sewer and gas lines. Please contact Kathryn Rozsa at 216.695.9214 to let us know about buried sprinkler or septic systems, invisible fences or cisterns at your home or business.
2. **Install gas lines.** We will replace the main line and service lines that connect your home to our gas system.
3. **We will schedule an appointment with you** to connect your home or business to the system. For your safety, your gas service will be off during the installation. We may relocate the meter to an appropriate place outside – at no additional cost to you.
4. **Safety check and relight.** Once our gas work is completed, we will conduct a natural gas safety inspection outside and inside your home or business. After a successful inspection, we will relight your appliances.
5. **Clean up.** We will repair or replace any portions of sidewalks, driveways, landscaping, etc. disturbed by our work. Our goal is to restore everything as close to its original condition as possible.

Project Contact - Kathryn Rozsa
216.695.9214 (call/text)
KRozsa@nisource.com



Columbia Gas®

RELOCATION PROJECT IN YOUR NEIGHBORHOOD

WHERE WE WILL BE WORKING:



OUR TEAM IN YOUR NEIGHBORHOOD:

You will see us working with our contractor, Infrasource. All our employees and contractors can be identified by marked vehicles and also carry photo ID.

WORK ZONE SAFETY TIPS:

- Stay safe by keeping children and pets away from construction areas
- Do not park in marked construction zones.
- Drive carefully in construction zones.
- Follow the direction of traffic signs and on-site crew.

MORE INFORMATION:

- Schedule a neighborhood or one-on-one meeting with us. Contact Kathryn Rozsa at 216.695.9214.
- Review the Frequently Asked Questions.
- Look for door hangers that may be placed on your front door with additional updates.
- Talk with members of our team on site during the project.
- Follow us on Twitter and Facebook for project updates.

Note: If you have received this information and you are not the current property owner, please forward this information to the landlord or property owner immediately.

For more information, visit
ColumbiaGasOhio.com/projects



Columbia Gas®



FREQUENTLY ASKED QUESTIONS

WHY ARE YOU REPLACING THE NATURAL GAS LINES IN MY NEIGHBORHOOD?

We're committed to providing safe and reliable service at your home or business. While the current system has performed well, it's time to replace the natural gas lines with newer materials that will serve your community for many years to come.

HOW CAN I IDENTIFY YOUR EMPLOYEES AND CONTRACTORS?

All our employees and contractors can be identified by marked vehicles. They also carry photo ID.

WILL I HAVE TO PAY EXTRA FOR THIS PROJECT?

No, you won't have to pay specifically for this improvement project in your neighborhood. The cost of building, maintaining and upgrading our gas line system is shared by all customers and is already part of your monthly bill.

WHY DO YOU NEED TO MOVE THE GAS METER?

Moving gas meters to an appropriate place outside of your home or business provides first responders with easier access to gas meters in an emergency as well as other safety advantages. Once it's moved, we won't need access inside your home or business for routine inspections.

WILL I BE NOTIFIED WHEN YOU NEED TO GET INSIDE MY HOME OR BUSINESS?

Yes, once we're in that phase of the project, we will contact you to discuss the required work inside your home or business. If you aren't available, a door tag will be left with contact information to schedule an appointment.

WILL YOU NEED TO DIG IN MY YARD, SIDEWALK OR DRIVEWAY AND IF YOU DO, WHO'S GOING TO FIX IT?

Because all natural gas pipelines are buried, some digging will be necessary. We will try to minimize the amount of digging required. If we disturb your yard, sidewalk and/or driveway, we will repair affected areas as soon as weather permits. Initial restoration, such as leveling of surfaces, will be completed as the project progresses.

For more information, visit
ColumbiaGasOhio.com/projects



Columbia Gas
A NiSource Company

WHAT IF I SMELL GAS WHILE YOU'RE WORKING?

Take action immediately. Natural gas has a rotten egg odor that alerts you to a leak. If you smell an odor of gas: Leave the area immediately. Don't turn lights or electronics off or on, or operate any other switches. Call 911 and 1-800-344-4077 from a safe location. If our crews are working in the area, you also may contact the on-site project supervisor after you have called 1-800-344-4077.

HOW LONG WILL MY GAS BE TURNED OFF?

Your gas service will be temporarily turned off when we come to work on your meter. If your meter is already outside, your gas service will still be turned off when we connect your service line to the gas main line. This outage will be brief, usually between 2–4 hours. Once we're done, we will need to get back inside your home or business so we can perform a safety check of your natural gas appliances and inside gas lines, turn on your gas and relight your appliances. **Note:** Someone 18 years or older must be at your home or business and pets must be secured when we're there to work on your meter and turn your gas back on.

WILL YOU BLOCK MY STREET OR DRIVEWAY?

We may temporarily block access to an entire street, lane or even a driveway. If you need access to your driveway, let our crews know. When it is safe to do so, they will accommodate your request. Most of our digging will be in the grassy part of the public right-of-way and yards but often our equipment is in the street while we are working. We will work with neighborhoods to minimize road closures and blockages, but please be alert and use caution around our work zones.

HOW DO I KNOW THINGS WILL BE RESTORED TO THEIR EXISTING CONDITION?

At the start of the project, we document your property's current state. We may even capture photos or video footage.

I'M NOT A COLUMBIA GAS CUSTOMER, WILL MY HOME OR BUSINESS BE AFFECTED?

If you are receiving this communication, your home or business may be impacted by construction activity in your area.

HOW CAN I ADD ADDITIONAL NATURAL GAS APPLIANCES?

If you're interested in adding new gas appliances, please let us know. We'll share any rebates or incentive programs available for adding or upgrading your natural gas equipment.

Note: If you have received this information and you are not the current property owner, please forward this information to the landlord or property owner immediately.



OUR CLEAN-UP PROCESS

When we are nearing the end of our gas line replacement process, we will put things back in order. It is our responsibility to repair or replace any portion of streets, sidewalks, driveways, yards, etc. disrupted by our work.

What's Next:

1 Temporary Patching

Our goal is to ensure the construction area is safe and accessible until permanent repairs can be made. Throughout the project, we may put a temporary patch on your streets and sidewalks.



2 Permanent Paving and Concrete

Once the project is complete, we will begin the permanent replacement or repair on your streets and sidewalks. We will work with your community to repair with similar surfaces. For example, concrete will be replaced with concrete and asphalt will be replaced with asphalt, according to community codes. This work usually takes place three to four weeks after the replacement work is done, but the schedule may be impacted by weather conditions and other factors.



3 Lawn Repair

This will include filling in holes with dirt, leveling the area, laying down topsoil, reseeding the grass and replacing plants and flower beds. Please make sure to water and mow your grass to encourage desired results.



We appreciate your patience. This clean-up process will take us several weeks to complete once the gas line replacement work is done. You may see us surveying the area with GPS technology after the project is complete.

For more information, visit
ColumbiaGasOhio.com/projects



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