

**Sylvania City Council**

December 1, 2025

**7:00 p.m. Public Hearing**

Proposed Ordinance No. 106-2025 (Accessory Buildings & Uses)

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

**Agenda**

1. Roll call: Mr. Hansen, Mr. Haynam, Mr. McCann, Mr. Murphy, Mr. Richardson, Ms. Stough, Mrs. Westphal.
2. Pledge of Allegiance to the United States of America led by Mr. Richardson.
3. Additions to the agenda.
4. Approval of the Council meeting minutes from November 17, 2025.
5. Report from the Public Hearing held this date.
6. Proposed Ordinance No. 132-2025, Authorizing the Chief of Police of the City of Sylvania, Ohio, to enter into a Memorandum of Understanding with the Lucas County Children's Services and Community Partners to address child abuse and neglect cases.
7. Proposed Ordinance No. 133-2025, Revising the Administrative, Departmental and Divisional Organization of the City and the Codified Ordinances thereof by amending Sylvania Codified Ordinance Section 131.02 – Department of Law – Director, Division of Prosecution by adding a second full-time "Secretary II" position from December 2, 2025 through January 31, 2026 at which time said second full-time "Secretary II" position shall be eliminated.
8. Brint/Main/Holland-Sylvania Roundabout Project.
  - a. Service Director's letter requesting approval of this agreement,
  - b. Proposed Ordinance No. 134-2025, 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 relative to this project.
  - c. Service Director's letter recommending approval of the proposal.
  - d. Proposed Ordinance No. 135-2025, Accepting the proposal of DGL Consulting Engineers, LLC to provide design engineering services relative to this project.
  - e. Service Director's letter recommending approval of consultant agreement.
  - f. Proposed Ordinance No. 136-2025, Authorizing the Mayor and Director of Finance to enter into Agreement No. 43548 with DGL Consulting Engineers, LLC on behalf of the City of Sylvania relative to this project.
9. Silvertown Drive Waterline Improvement & Resurfacing – Change Order No.1 (Final).
  - a. Service Director's letter recommending approval of change order.
  - b. Proposed Ordinance No. 137-2025, Authorizing the Mayor and Director of Finance to approve Change Order No. 1 (Final) to this City's agreement with Ohio Excavating & Sewer Contractors Corp. relative to this project.

10. Letter from Service Director requesting authorization to begin Letters of Interest solicitation for Design Engineering Services related to the Main Street & Convent Boulevard Roundabout Project.
11. Letter from Service Director requesting authorization to advertise for bids on the Convent Boulevard & Little Road Resurfacing Projects.
12. Proposed Resolution No. 20-2025, Re-Appointing Matthew J. Snell to the Zoning Board of Appeals for a term expiring December 31, 2028.
13. Letter from Mayor Frye requesting City Council's confirmation on re-appointment of Kathleen Fischer to the Municipal Planning Commission for a term commencing on January 1, 2026 and expiring on December 31, 2029.
14. Executive Session to discuss pending litigation.
15. Committee reports.
16. Committee referrals.

Minutes of the Meeting of Council  
November 17, 2025.

The Council of the City of Sylvania, Ohio met in regular session on November 17, 2025 at 7:30 p.m. with Mayor Frye in the chair. Roll was called with the following members present: Marcus Hansen, Doug Haynam, Brian McCann, Shawn Murphy, Patrick Richardson, Lyndsey Stough, Mary Westphal; (7) present; (0) absent.

Roll call:  
All present.

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

Pledge of  
Allegiance.

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

Item #20 – Proposed Ordinance No. 130-2025.

Item #21 – Proposed Ordinance No. 131-2025.

Item #22 – Sister City Update by Mayor Frye.

Item #5a – Move Item #16, Proposed Resolution 19-2025, to this line on the agenda.

Additions to the  
agenda.

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

Agenda approval.

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

Mrs. Westphal presented the November 3, 2025 regular meeting minutes. Mrs. Westphal moved, Mr. Hansen seconded, that since the Mayor, members of Council, and others had been furnished copies of these minutes prior to this meeting, Council dispense with the reading of these minutes at this time, and the journal of the minutes of the regular meeting of November 3, 2025 be approved as written; roll call vote being: Stough, Westphal, Hansen, McCann, Murphy, Richardson, Haynam; (7) yeas; (0) nays. The motion carried.

Approval of  
Nov. 3, 2025  
Council meeting  
minutes.

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

Mayor Frye presented Jonah Meyer-Crothers with a proclamation proclaiming November 17, 2025 as “Jonah Meyer-Crothers Day “for his achievements as a member of the United States Men’s Cerebral Palsy National Soccer Team playing in the International Tournament in Uruguay in October of this year. He and his team won a gold medal defeating Argentina 4-1, and Jonah was named the Most Valuable Player of the tournament.

Proclamation  
presentation to  
Jonah Meyer-  
Crothers.

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

Mr. McCann presented and read aloud by title only, proposed Resolution No. 19-2025, a written copy of same having been previously furnished to each member of Council “Re-Appointing George Hilfinger to the Board of Trustees of Sylvania Area Joint Recreation District (“SAJRD”) for a term expiring December 31, 2028; and declaring an emergency.”; Mr. McCann moved, Mr. Murphy seconded for passage of Resolution No. 19-2025 as an emergency measure; roll call vote being: Haynam, McCann, Hansen, Westphal, Murphy, Stough, Richardson; (7) yeas; (0) nays. The motion carried.

Resolution No.  
19-2025, “Re-  
Appointing  
George Hilfinger  
...SAJRD...”

Minutes of the Meeting of Council  
November 17, 2025

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

Mrs. Westphal moved, Mr. Haynam seconded to enter into Executive Session for the purpose of discussion on pending litigation at 7:38 p.m. Roll call vote being: Haynam, Richardson, Stough, McCann, Murphy, Westphal, Hansen; (7) yeas; (0) nays. The motion carried.

Executive  
Session:  
Pending  
Litigation.

Mr. Haynam moved, Mrs. Westphal seconded to return from Executive Session to General Session at 8:30 p.m. No action taken and no decisions were made. Roll call vote being: Stough, Westphal, McCann, Murphy, Hansen, Haynam, Richardson; (7) yeas; (0) nays. The motion carried.

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

Mrs. Westphal gave a brief report on the Finance Committee meeting held this date. The discussion centered on a possible new Community Reinvestment Area (CRA) at Little Road and Centennial Road. Ms. Brinning reviewed for everyone the purpose and function of CRA's. New CRA boundaries were talked about for the future which led to council members wanting more time to review proposed Ordinance No. 120-2025 that would establish this new CRA area.

Report from  
Finance  
Committee  
meeting held this  
date.

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

Mrs. Westphal presented and read aloud by title only, proposed Ordinance No. 117-2025, a written copy of same having been previously furnished to each member of Council "To make appropriations for current expenditures and other expenditures of the City of Sylvania, Ohio, for the fiscal year ending December 31, 2026; and declaring an emergency"; Mrs. Westphal moved, Mr. Hansen seconded for passage Ordinance No. 117-2025 as an emergency measure; roll call vote being: Haynam, McCann, Hansen, Westphal, Murphy, Stough, Richardson; (7) yeas; (0) nays. The motion carried.

Ordinance No.  
117-2025, "...  
2026 Budget...  
Second reading  
..."

Minutes of the Meeting of Council  
November 17, 2025

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

Service Director's letter requesting approval of change order was placed on file. Mr. Richardson presented and read aloud by title only, proposed Ordinance No. 123-2025, a written copy of same having been previously furnished to each member of Council "Authorizing the Mayor and Director of Finance to approve Change Order No. 1 to this City's agreement with Helms & Sons Excavating, Inc. for the Downtown Transportation Improvements (Phase 1) Project to provide for several scope of work items that changed during construction; increasing the contract amount by \$130,708.43; appropriating funds therefore; and declaring an emergency; Mr. Richardson moved, Mr. Haynam seconded for passage of Ordinance No. 123-2025 as an emergency measure; roll call vote being: Haynam, Murphy, Stough, Westphal, McCann, Richardson, Hansen; (7) yeas; (0) nays. The motion carried

Ordinance No. 123-2025, "... Change Order No. 1...Helms & Sons...DT Improvement Project..."

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

Service Director's letter recommending contract award was placed on file. Mr. Hansen presented and read aloud by title only, proposed Ordinance No. 124-2025, a written copy of same having been previously furnished to each member of Council "Accepting the bid of FET Construction Services, LLC and awarding the contract for the Downtown Transportation Improvements Aerial Utility Bury Project to same; authorizing the expenditure for the improvements in the amount of \$937,064; appropriating funds therefore; and declaring an emergency; Mr. Hansen moved, Mr. Murphy seconded for passage of Ordinance No. 124-2025 as an emergency measure; roll call vote being: Murphy, Stough, Westphal, McCann, Richardson, Haynam, Hansen; (7) yeas; (0) nays. The motion carried.

Ordinance No. 124-2025, "... FET Construction... Aerial Utility Bury..."

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

Service Director's letter recommending approval of change order was placed on file. Mr. Hansen presented and read aloud by title only, proposed Ordinance No. 125-2025, a written copy of same having been previously furnished to each member of Council "Authorizing the Mayor and Director of Finance to approve Change Order No. 1 (Final) to this City's agreement with Ohio Excavating & Sewer Contractors Corp. relative to the Centennial Road Sanitary Sewer Extension Project; decreasing the contract amount by \$4,770; and declaring an emergency; Mr. Hansen moved, Ms.

Ordinance No. 125-2025, "... Change Order No. 1 (Final)... Ohio Excavating ...Centennial Sanitary Sewer..."

Minutes of the Meeting of Council  
November 17, 2025

Stough seconded for passage of Ordinance No. 125-2025 as an emergency measure; roll call vote being: Stough, Westphal, McCann, Murphy, Richardson, Haynam, Hansen; (7) yeas; (0) nays. The motion carried.

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

Mr. Hansen presented and read aloud by title only, proposed Ordinance No. 126-2025, a written copy of same having been previously furnished to each member of Council "Amending the Codified Ordinances of Sylvania, 1979, as amended, by increasing Water Service Charges per one thousand gallons (1,000) from eight and 75/100 dollars (\$8.75) to nine and 45/100 dollars (\$9.45) for City users and from ten and 94/100 dollars (\$10.94) to thirteen and 68/100 dollars (\$13.68) for Non-City users; and declaring an emergency; Mr. Hansen moved, Mrs. Westphal seconded for passage of Ordinance No. 126-2025 as an emergency measure; roll call vote being: Murphy, Stough, Westphal, McCann, Richardson, Haynam, Hansen; (7) yeas; (0) nays. The motion carried.

Ordinance No.  
126-2025, "...  
Increasing water  
Service Charges  
..."

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

Mr. Murphy presented and read aloud by title only, proposed Ordinance No. 127-2025, a written copy of same having been previously furnished to each member of Council "Amending Chapter 925 of the Sylvania Codified Ordinances by amending Section 925.05 – Sewer Charges levied to increase the sewer charges for both industrial and non-industrial City and Non-City users; and declaring an emergency; Mr. Murphy moved, Mrs. Westphal seconded for passage of Ordinance No. 127-2025 as an emergency measure; roll call vote being: McCann, Murphy, Stough, Westphal, Richardson, Haynam, Hansen; (7) yeas; (0) nays. The motion carried

Ordinance No.  
127-2025, "...  
Sewer Charges  
levied to increase  
..."

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

Mrs. Westphal presented and read aloud by title only, proposed Ordinance No. 128-2025, a written copy of same having been previously furnished to each member of Council "Authorizing the Mayor and Director of Finance to enter into an agreement with the Criminal Justice Coordinating Council to provide a NORIS Terminal for use by the Sylvania Police Division for 2026; and declaring an emergency; Mrs. Westphal moved, Mr. Haynam seconded for passage of Ordinance No. 128-2025 as an

Ordinance No.  
128-2025, "...  
NORIS Terminal  
...Police  
Division for  
2026..."

Minutes of the Meeting of Council  
November 17, 2025

emergency measure; roll call vote being: Murphy, Stough, McCann, Westphal, Richardson, Haynam, Hansen; (7) yeas; (0) nays. The motion carried

Mayor Frye stated that Council will now consider agenda item 15.

Ms. Stough presented and read aloud by title only, proposed Ordinance No. 129-2025, a written copy of same having been previously furnished to each member of Council "Authorizing the Mayor and Director of Finance to enter into an agreement with the Criminal Justice Coordinating Council to provide a NORIS Terminal for use by the Sylvania Police Division for 2026; and declaring an emergency; Mrs. Westphal moved, Mr. Haynam seconded for passage of Ordinance No. 129-2025 as an emergency measure; roll call vote being: Murphy, Stough, McCann, Westphal, Richardson, Haynam, Hansen; (7) yeas; (0) nays. The motion carried

Ordinance No.  
129-2025, "...  
NORIS Terminal  
...Prosecutors  
Office..."

Mayor Frye stated that Council will now consider agenda item 16.

Proposed Resolution No. 19-2025 was moved up in order on this agenda to #5a.

Moved to Item  
#5a.

Mayor Frye stated that Council will now consider agenda item 17.

Mr. Haynam moved, Mr. Hansen seconded to set a Public Hearing for Petition for Zoning Ordinance Amendment Application SUP-4-2025, from William Gross requesting a Special Use Permit to build an open carport at 5910 Balfour Road, Sylvania, Ohio 43560 on Monday, January 5, 2026 at 6:15 p.m.; roll call vote being: Hansen, Haynam, Richardson, Westphal, Stough, McCann, Murphy; (7) yeas; (0) nays. The motion carried.

Set Public  
Hearing for  
SUP-4-2025  
1/5/2026 at 6pm.

After discussion about the January 5, 2026 City Council Organizational meeting taking place at 6:15 p.m., Mr. Haynam moved, Mr. Hansen seconded to change the time of the Public Hearing for SUP-4-2025 to 6:00 p.m.; roll call vote being: Richardson, Stough, McCann, Murphy, Haynam, Hansen, Westphal; (7) yeas, (0) nays. The motion carried.

Mayor Frye stated that Council will now consider added agenda item 20.

Mrs. Westphal presented and read aloud by title only, proposed Ordinance No. 130-2025, a written copy of same having been previously furnished to each member of

Ordinance No.

Minutes of the Meeting of Council  
November 17, 2025

Council “Authorizing the Mayor and Director of Finance to enter into an agreement with Flock Group, Inc. for 2 additional license plate reader cameras and associated software; appropriating funds therefore in the amount of \$13,300; and declaring an emergency; Mrs. Westphal moved, Mr. Hansen seconded for passage of Ordinance No. 130-2025 as an emergency measure; roll call vote being: Murphy, Stough, McCann, Westphal, Richardson, Haynam, Hansen; (6) yeas; (1) nay. The motion carried

130-2025, “...  
Flock Group... 2  
additional  
cameras...”

Mayor Frye stated that Council will now consider added agenda item 21.

Mrs. Westphal presented and read aloud by title only, proposed Ordinance No. 131-2025, a written copy of same having been previously furnished to each member of Council “Authorizing the Mayor and Director of Finance to enter into an agreement with Flock Group, Inc. for 15 license plate reader cameras and associated software; appropriating funds therefore in the amount of \$90,000; and declaring an emergency; Mrs. Westphal moved, Mr. Hansen seconded for passage of Ordinance No. 131-2025 as an emergency measure; roll call vote being: Westphal, Murphy, Stough, McCann, Richardson, Haynam, Hansen; (6) yeas; (1) nay. The motion carried

Ordinance No.  
131-2025, “...  
Flock Group...  
15 cameras...”

Mayor Frye stated that Council will now consider added agenda item 22.

Mayor Frye attended our Sister City’s Santa Claus Parade in Woodstock, Ontario over the past weekend with Chief Miller and other Sister City Commission representatives. There were 89 illuminated floats in their nighttime parade. Everyone in Woodstock made all of our Sylvania representatives feel very welcome.

Sister City  
Update by  
Mayor Frye.

Mayor Frye stated all agenda items have been addressed.

Mrs. Westphal moved, Ms. Stough seconded to adjourn at 9:12 p.m. Roll call vote being: Westphal, Hansen, McCann, Murphy, Stough, Richardson, Haynam; (7) yeas; (0) nays.

Adjournment.

---

Clerk of Council

---

Mayor

6

**ORDINANCE NO. 132-2025**

**AUTHORIZING THE CHIEF OF POLICE OF THE CITY OF SYLVANIA, OHIO, TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH LUCAS COUNTY CHILDREN SERVICES AND COMMUNITY PARTNERS TO ADDRESS CHILD ABUSE AND NEGLECT CASES; AND DECLARING AN EMERGENCY.**

WHEREAS, Ohio Revised Code Sections 2151.422 to 2151.4234 requires the County Sheriff and each Chief of the local political subdivisions, the most senior Juvenile Judge, the County Prosecutor, the Executive Director of the County Department of Job and Family Services, the local animal cruelty reporting agency, the Children's Advocacy Center, and the Clerk of Juvenile Court to enter into a Memorandum of Understanding to delineate roles and responsibilities for referring, reporting, investigating, and prosecuting child abuse and neglect cases every two years; and,

WHEREAS, Ordinance No. 93-2023, passed November 20, 2023, authorized the Chief of Police of the City of Sylvania, Ohio, to enter into a Memorandum of Understanding with Lucas County to address Child Abuse and Neglect cases; and,

WHEREAS, the Chief of Police has recommended the City enter into the Memorandum of Understanding to identify procedures for collaborative service provisions needed to ensure child safety, permanence and well-being, and the minimum requirements of screening, assessment/investigation, and service planning, to meet mandates included in children services legislation passed by the 134<sup>th</sup> General Assembly, a copy of the Memorandum of Understanding 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 Chief of Police be, and she hereby is, authorized to enter into, on behalf of this City, a Memorandum of Understanding in the form and substance of said "Exhibit A" with Lucas County Children Services and community partners.

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 Memorandum of Understanding should be entered into 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

## **LUCAS COUNTY'S MEMORANDUM OF UNDERSTANDING TO ADDRESS CHILD ABUSE AND NEGLECT**

### **I. STATEMENT OF PURPOSE**

This memorandum of understanding (hereinafter MOU) to address child abuse and neglect is required by sections 2151.4220, 2151.4221, 2151.4222, 2151.4223, 2151.4225, 2151.4226, 2151.4228, 2151.4229, 2151.4230, 2151.4231, 2151.4232, 2151.4233, and 2151.4234 of the Ohio Revised Code and rule 5180:3-1-26 of the Ohio Administrative Code. It is an agreement among **Lucas County Children Services** (hereinafter PCSA) and community partners that delineates roles and responsibilities for referring, reporting, investigating, and prosecuting child abuse and neglect cases within **Lucas County** (hereinafter county). The MOU also identifies procedures for collaborative service provisions needed to ensure child safety, permanence, and well-being, and the minimum requirements of screening, assessment/investigation, and service planning, to meet mandates included in children services legislation passed by the 134<sup>th</sup> Ohio General Assembly. Two primary goals of this MOU are:

- The elimination of all unnecessary interviews of children who are the subject of reports of child abuse or neglect.
- When feasible, conducting only one interview of a child who is the subject of a report of child abuse or neglect.

Throughout the state each PCSA provides the following services to their communities:

**Screening:** The capacity to accept and screen referrals of suspected child abuse, neglect, and/or dependency includes but is not limited to the following: Receiving referrals 24 hours/day, 7 days/week; Recording and retaining referral information; Following Ohio's screening guidelines based on Ohio Administrative and Revised Code and categorizing the child maltreatment type; Adherence to a protocol for making screening and differential response pathway decisions regarding referrals of suspected child abuse, neglect, and/or dependency within 24 hours from the time of the referral; Documenting case decisions; And assigning a response priority of emergency or non-emergency to any screened in report.

**Assessment and Investigation:** The capacity to investigate and assess accepted reports of suspected child abuse, neglect, and/or dependency, includes responding to emergency reports within one (1) hour and non-emergency reports within twenty-four (24) hours; Conducting an initial Safety Assessment using a standardized CAPM (Comprehensive Assessment Planning Model) tool within the timeline prescribed in the Ohio Administrative Code; Completing a more in-depth CAPM Family Assessment including a clinical and actuarial risk assessment within sixty (60) days; Working collaboratively with other investigative agencies when appropriate; Making traditional response case dispositions within required timeframes; Evaluating the need for protective, prevention, or supportive services and/or court involvement; and documenting all activities and case determinations.

**Service Provision:** The capacity to provide services that ameliorate, eliminate, or reduce future child maltreatment and the conditions which led to abuse, neglect, or dependency includes providing service planning and case management coordination; Identifying and stating the concern and behavior change(s) needed for reunification to occur through the use of the CAPM Family Case Plan; Monitoring the family's case progress, measuring service outcomes, re-assessing safety and risk, and evaluating permanency options by using the CAPM Case Review and Semi-Annual Review tools; And adhering to existing visitation, documentation, and case closure protocols.

## **II. ROLES AND RESPONSIBILITIES OF EACH PARTICIPATING AGENCY**

### **A. CDJFS/PCSA (If a combined agency or stand-alone PCSA)**

The PCSA is the lead agency for the investigation of child abuse, neglect, or dependency in the county. The PCSA will coordinate and facilitate meetings, establish standards and protocol for joint assessment/investigation with law enforcement, cross-referrals, confidentiality, and training of signatories as required by statute. Child Protective Services staff and management will also participate in meetings and trainings as deemed appropriate at the discretion of the Director.

### **B. LAW ENFORCEMENT**

The county peace officer, each Chief of the local political subdivisions, and any other law enforcement officers handling child abuse and neglect cases in the county will have responsibility for: taking referrals/reports alleging child abuse and neglect from any source within their respective jurisdiction; Referring reports to the PCSA as soon as possible or within **12 hours for non-emergency reports and upon receipt for emergency reports** for investigation of the circumstances; Determining whether allegations of abuse or neglect rise to the level of criminal conduct; Cooperating with the PCSA in a joint and thorough investigation when the information contained in the report lends itself to allege a present danger; Assisting the PCSA in hazardous situations where the provision of protective services or the investigation of child abuse or neglect is impeded; Coordinating with the PCSA on interviews with principals of the case when there are serious criminal implications; Notifying the PCSA of any legal action involving an alleged perpetrator of child abuse or neglect; Responding to the PCSA's requests for information regarding the status of the legal action; Providing police record checks for the PCSA as necessary or requested as permitted by law; Consulting with the PCSA prior to removal of a child from their home when possible; Handling and coordinating investigations involving a child fatality or near fatality which may have resulted from abuse or neglect.

### **C. JUVENILE COURT**

The most senior Juvenile Judge in point of service of the county or their representative, selected by the Judge, if more than one, will be responsible for

attending meetings concerning the MOU, entering into agreements with the other signatories of the MOU regarding the court's responsibility to timely hear and resolve child abuse, neglect, and dependency matters, signing the MOU, and updating the MOU or approving any amendment.

The juvenile court has a duty to exercise jurisdiction over adults and children to hear and decide matters as permitted by the Ohio Revised Code Chapters 2151 and 2152. The court is responsible for issuing orders regarding the care, protection, health, safety, mental and physical best interest of children. The Juvenile Judge will ensure that due process of law is achieved; Hear evidence and issue findings of fact and conclusions of law as to any abused, neglected, or dependent child; Order timely and safe permanency dispositions for children; Preserve the family environment whenever possible while keeping the child(ren)'s health and safety paramount.

#### **D. COUNTY PROSECUTOR**

The County Prosecutor will report suspected cases of child abuse and neglect to the PCSA or appropriate law enforcement agency. The County Prosecutor will represent the PCSA in legal actions to protect a child from further harm resulting from child abuse or neglect unless the Prosecutor has granted consent for the appointment of an In-house PCSA Attorney pursuant to Ohio Revised Code chapters 309 and 305.

The prosecuting attorney may inquire into the commission of crimes within the county. The prosecuting attorney will prosecute, on behalf of the state, all complaints, suits, and controversies in which the state is a party, except for those needing to be prosecuted by a special prosecutor or by the attorney general. The County Prosecutor is to determine, based upon the facts, whether criminal culpability exists and if enough evidence exists for a matter to be prosecuted. The prosecutor will be available to law enforcement and the PCSA staff for questions or assistance in the investigation of child abuse and neglect cases and eliminate the need for testimony at the municipal court level by allowing for direct presentation to the Grand Jury, when feasible, to minimize trauma to child victims. The prosecuting attorney agrees to aid the PCSA in protecting the confidential nature of children services records and investigations; As well as the special protection afforded to the identity of the reporting source.

#### **E. COUNTY DEPARTMENT OF JOB & FAMILY SERVICES [If not part of a combined agency]**

☐ Not Applicable *(if selected, this section is not relevant.)*

If the county's Department of Job and Family Services is a separate agency from the PCSA, employees within the county agency are expected to report suspected cases of child abuse and neglect to the PCSA or appropriate law enforcement agency upon receipt; Collaborate with the PCSA to assist families in caring for their children; Assure that children at risk of abuse and neglect receive protective services; Assure service coordination for families already

involved with the PCSA; Promote ongoing communication between the county's Department of Job and Family Services and the PCSA regarding mutual clients, including minors under the protective supervision or in the custody of the Agency and/or minor parents; Assist the PCSA upon request in obtaining case or assistance group information regarding a family when the PCSA is assessing Title IV-E eligibility or completing an assessment/investigation of a child at risk or alleged to be abused; Assist the PCSA in obtaining addresses and attempts to locate parents whose whereabouts are unknown, pursuant to OAC 5180:2-33-28; And where applicable and permitted assist the PCSA in locating suitable relatives or kin that may be available as familial support for the child(ren) or as a placement option.

**F. LOCAL ANIMAL CRUELTY REPORTING AGENCY**

The local animal cruelty reporting agencies are to investigate reports of animal abuse and neglect within the county and, pursuant to ORC 2151.421, report suspected cases of child abuse and neglect that may be observed during the commission of their duties to the PCSA or local law enforcement.

**G. CHILDREN'S ADVOCACY CENTER (Needs to be included if agreement with CDJFS/PCSA exists. Option to skip this section if your agency does not have a formal agreement with a children's advocacy center.)**

☐ Not Applicable *(if selected, this section is not relevant.)*

The Children's Advocacy Center (CAC) will establish internal protocols regarding the investigation of CAC cases, participate in training as needed, work jointly and cooperatively in their established role with the other team members in the investigation of CAC cases, and attend and exchange information when meeting with the PCSA, law enforcement, and other signatories of this agreement.

**H. CLERK OF COUNTY COMMON PLEAS COURT (Optional per statute, but benefits to inclusion should be considered per county. If the Clerk signs this MOU, the Clerk will execute all relevant responsibilities as required of officials specified in this MOU.)**

☐ Not Applicable *(if selected, this section is not relevant.)*

The Clerk of County Common Pleas Court will collaborate with the PCSA, County Prosecutor, and local law enforcement to establish standards and processes for the filing and acceptance of abuse, neglect, and dependency pleadings; Notice to the necessary parties; Service of process; How to send and receive communications from the Clerk; Defining acceptable methods of communication; Best practices for handling emergency/ex parte motions and orders which require the removal of children and need to be acted upon in an expeditious manner; Date and timestamp process and any cut-offs; Determine how and when to expect decisions or entries to be communicated; Provide periodic training for those involved in the investigation of child abuse and neglect

and the signatories of this MOU; Be available to the PCSA management staff or the Prosecutor should questions arise.

### **III. SCOPE OF WORK**

The key objective of this MOU is to clearly define the roles and responsibilities of each agency in the provision of child protective services.

#### **A. Mandated reporters and penalty for failure to report**

Persons identified as mandated reporters per Ohio Revised Code section 2151.421, while acting in official or professional capacity, will immediately report knowledge or reasonable cause to suspect the abuse or neglect of a child in accordance with that section. Reports will be made to the PCSA or a law enforcement officer.

The penalty for the failure of a mandated reporter to report any suspected case of child abuse and/or neglect pursuant to ORC section 2151.421 is a misdemeanor of the fourth degree. The penalty is a misdemeanor of the first degree if the child who is the subject of the required report that the offender fails to make suffers or faces the threat of suffering the physical or mental wound, injury, disability or condition that would be the basis of the required report when the child is under the direct care or supervision of the offender who is then acting in the offender's official or professional capacity or when the child is under the direct care or supervision of another person over whom the offender, while acting in the offender's official or professional capacity, has supervisory control. Failure to report suspected child abuse and/or neglect may also result in civil liability in the form of compensatory or exemplary damages.

**Lucas County Children Services will report any known violations of ORC 2151.421 to the Lucas County Prosecutor's office.**

#### **B. System for receiving reports**

Reports of child abuse or neglect will be made to the PCSA or any law enforcement officer with jurisdiction in the county. If the PCSA contracts with an outside source to receive after-hour calls, a copy of the signed agreement will be attached to this MOU which indicates that all reports with identifying and demographic information of the reporter and principals will be forwarded to a designated children services worker within an hour of receipt, confidentiality requirements will be met, and how the public is informed of after-hours reporting opportunities.

**Lucas County Children Services operates 24-hours a day, every day of the year. Although Lucas County Children Services has base hours of 8:30 am to 4:30 pm, Lucas County Children Services accepts reports of abuse or neglect at all hours of the day. Reports of abuse or neglect are accepted by phone at 419-213-3400, or in-person reports are accepted at 301 Adams Street, Toledo, OH 43604.**

When a law enforcement officer receives a report of possible abuse or neglect of a child or the possible threat of abuse or neglect of a child, the law enforcement officer will refer the report to the appropriate PCSA unless an arrest is made at the time of the report that results in the appropriate PCSA being contacted concerning the alleged incident involving the child.

When the PCSA screens in a report of child abuse, the PCSA will notify the appropriate law enforcement agency of the report, unless law enforcement is present and an arrest is made at the time of the report that results in the appropriate law enforcement agency being notified of the child abuse.

When the PCSA screens in a report of child neglect, and the PCSA implements a legally authorized out-of-home placement due to neglect within the first seven days of the assessment/investigation, the PCSA will notify the appropriate law enforcement agency within the first seven days of the assessment/investigation unless an arrest is made at the time of the report that results in the appropriate law enforcement agency being notified of the child neglect.

#### **C. Responding to mandated reporters**

When the PCSA receives a referral from a mandated reporter who provides their name and contact information, the PCSA will forward an initial mandated reporter notification to the referent within seven days. The notification will be provided, in accordance with the mandated reporter's preference. Information shared with the mandated reporter will include the information permitted by ORC 2151.421(K):

- Whether the agency or center has initiated an investigation of the report;
- Whether the agency or center is continuing to investigate the report;
- Whether the agency or center is otherwise involved with the child who is the subject of the report;
- The general status of the health and safety of the child who is the subject of the report;
- Whether the report has resulted in the filing of a complaint in juvenile court or of criminal charges in another court.

When the PCSA closes an investigation/assessment reported by a mandated reporter, the PCSA will forward a mandated reporter referral outcome notification to the referent. The notification will be provided in accordance with the mandated reporter's preference. Information shared with the mandated reporter will be that permitted by ORC 2151.421 to include a notification that the agency has closed the investigation along with a point of contact.

**D. Roles and responsibilities for handling emergency cases of child abuse, neglect, and dependency**

**1. PCSA's Response Procedure**

When the PCSA determines that a report is emergent, the PCSA will attempt a face-to-face contact with the child subject of the report/ alleged child victim within one hour of the receipt of the report.

If the PCSA identifies an active safety threat at any point during the assessment/investigation, the caseworker or supervisor will implement a safety response.

**In all situations, LCCS will give consideration to providing child protection services in the family's home.**

LCCS may implement a safety plan pursuant to OAC prior to initiating removal proceedings. A safety plan may occur in the home or in an out-of-home setting. If the child cannot be protected in the home, a safety plan is not appropriate and removal is necessary, LCCS will pursue obtaining a custody order through the Juvenile Court. Law enforcement may also remove the child if, in the opinion of the peace officer, removal is considered essential to protect the child from further abuse or neglect.

When possible, the peace officer will avoid removing a child from the home pending contact with a LCCS case worker. When contact with the LCCS caseworker is not possible, the officer may take a child into custody if there are reasonable grounds to believe that the child is suffering from illness or injury, is not receiving proper care, or is in immediate danger from their surrounding and immediate removal is necessary.

LCCS is able to obtain an ex parte emergency order of custody by telephone from a juvenile court magistrate or judge if there is probable cause to believe the child is at immediate risk of physical or emotional harm. An agreement has been reached between law enforcement and LCCS regarding the enforcement of ex parte orders. LCCS must then file a formal complaint and request an emergency hearing before the end of the next business day following the day the child is taken into custody.

**2. Law Enforcement and [Enter CAC and/or any other applicable party] Response Procedure**

**Joint Interviews in Child Sexual Abuse Investigations**

In order to minimize trauma to the alleged child victim, LCCS and law enforcement are committed to conducting joint interviews in

child sexual abuse, severe physical abuse and severe neglect investigations and assessments. As stated above, joint interviews will take place whenever deemed necessary by LCCS and/or by the law enforcement agency. When any party is unable to reach an agreement with either LCCS or law enforcement regarding a commitment to ensure that a joint interview takes place, they are strongly encouraged to provide feedback to the appropriate agency regarding this issue. The concerned party should contact the immediate supervisor of the individual involved, and proceed up the chain of command until the issue is resolved.

### **3. Children in Need of Medical Attention Special Response Procedures**

In situations where law enforcement is involved and there is a child who appears to have been physically abused or who otherwise needs immediate medical attention, the child should be taken directly to the hospital by the peace officer. An immediate telephone report must subsequently be made to LCCS. A case worker will meet the officer at the hospital and will evaluate, from discussions with the medical professionals, the parents, the child(ren), or others, what actions need to be taken for the child's safety. Consideration will be given to exploring available services to support the family.

#### **E. Standards and procedures to be used in handling and coordinating investigations of reported cases of child abuse and/or neglect**

Methods to be used in interviewing the child who is the subject of the report and who allegedly was abused and/or neglected, alleged perpetrators, and other family members and witnesses/collaterals will be discussed and agreed upon in advance by the PCSA and the corresponding law enforcement agency.

To the extent possible investigative interviews of children who are the alleged victims of reports of abuse and/or neglect where criminal activity is suspected, including reports of human trafficking, are cooperatively planned by the PCSA and the law enforcement agency of the jurisdiction.

Every effort will be made by the signatories of this MOU to prevent or reduce duplicate interviews of the victims or witnesses. When feasible, to reduce trauma complete only one interview with the alleged child victim/ child subject of the report. The PCSA agrees to be the lead agency in scheduling the time, place, and location of joint interviews as well as notifying all participants.

Before starting the interview, the participants will determine who is to be present in the room, who will be asking the questions, what areas are to be

covered, and who will be the scribe for the interview. Audio and video recordings may be used when necessary.

When law enforcement or the prosecutor's office interviews a participant in a criminal investigation and a representative of the PCSA is not present, the interviews conducted by law enforcement or the prosecutor's office may be used by the PCSA to meet the agency investigative requirements set forth in rule. Law enforcement or the prosecutor's office will forward a written summary of the interview to the PCSA upon request.

The PCSA agrees not to proceed without the advice and consent of the prosecutor's office when a criminal investigation is being conducted concurrently. The PCSA will not jeopardize a criminal investigation but will work with law enforcement to protect the safety of the child victim or witnesses. Law enforcement will be the lead agency in the collection of forensic evidence and will coordinate with the necessary facilities to obtain and store such evidence properly.

**LCCS shall follow up with law enforcement to ensure timely assistance and to complete mandated assessment/investigation activities within the 60-day timeframe allowed in the rule.**

The PCSA will follow up with law enforcement to ensure timely assistance and to complete mandated assessment/investigation activities within the sixty-day timeframe.

**F. Standards and procedures addressing the categories of persons who may interview the child who is the subject of the report and who allegedly was abused or neglected**

The categories of personnel who may conduct interviews of children who are the subjects of reports of alleged abuse, neglect, and/or dependency are limited to the following:

- Casework and supervisory staff of the PCSA
- Law enforcement personnel
- County or city prosecuting attorneys, assistant prosecuting attorneys, in-house JFS legal counsel if applicable, and their investigative staff
- **Children's Advocacy Center trained staff**
- **Medical professionals for the purpose of diagnosis and treatment and to provide ongoing supportive services.**
- 

**G. Standards and procedures for PCSA requests for law enforcement assistance**

**[Insert county-specific procedures when the CDJFS/PCSA requires law enforcement to respond immediately.]**

The PCSA may request the assistance of law enforcement during an assessment/investigation if one or more of the following situations exist:

- An exigent circumstance.
- The PCSA has reason to believe that the child is in immediate danger of serious harm.
- The PCSA has reason to believe that the worker is, or will be, in danger of harm.
- The PCSA has reason to believe that a crime is being committed, or has been committed, against a child.
- The PCSA worker needs to conduct a home visit after regular PCSA business hours, and a law enforcement escort is requested as a standard operating procedure.
- The PCSA is removing a child from his or her family via an order of the court, and the assistance of law enforcement is needed as the PCSA has reason to believe the family will challenge the removal.
- The PCSA is working with a client who has a propensity toward violence, and the assistance of law enforcement is needed to ensure the safety of all involved.
- The PCSA is working with a family that has historically threatened to do harm to PCSA staff.

**LCCS staff may call the non-emergency number to request law enforcement assistance.**

## **H. Specialized Investigations or Circumstances**

To the extent possible, investigative interviews of children who are the alleged child victims/child subjects of the report of abuse and neglect where criminal activity is suspected, including reports of human trafficking, physical and sexual abuse, domestic violence, child endangering, or the like, are cooperatively planned by the PCSA and the law enforcement agency of jurisdiction.

### **1. Out-of-Home Care**

The PCSA conducts an out-of-home care investigation in response to a child abuse or neglect report that includes an alleged perpetrator who meets one or more of the following criteria:

- Is a person responsible for the alleged child victim's care in an out-of-home care setting as defined in rule 5180:2-1-01 of the Administrative Code.
- Is a person responsible for the alleged child victim's care in out-of-home care as defined in section 2151.011 of the Revised Code.
- Has access to the alleged child victim by virtue of their employment by or affiliation to an organization as defined in section 2151.011 of the Revised Code.

- Has access to the alleged child victim through placement in an out-of-home care setting.

The PCSA follows the procedures for conducting out-of-home care investigations as described in section 5180:2-36-04 of the OAC.

**In addition, when LCCS receives such a report, LCCS shall immediately contact the out-of-home care setting administrator or designee, or the board of directors, county commissioners or law enforcement if the administrator is alleged to be the perpetrator in order to:**

- Share information regarding the allegation**
- Determine responsibility for informing the parents, guardian, or custodian of the alleged child victim**
- Discuss what actions have been taken to protect the alleged child victim and other children and share what investigative activities will follow.**

**If another agency is required by statute or administrative rule to conduct its own investigation to address issues other than child abuse/neglect (i.e., internal management or licensure issues), LCCS will, when at all possible, attempt to coordinate the interview of the alleged child victim. Upon completion of the investigation, LCCS will contact the administrator or designee of the out-of-home care setting and the appropriate licensing authority and supervising authorities to share information in accordance with OAC rule 5180:2-33-21.**

## **2. Third-Party Investigations**

In accordance with section 5180:2-36-08 of the OAC, the PCSA is to request a third-party in the assessment/investigation for reports of child abuse or neglect where there is potential for a conflict of interest because one of the following parties is a principal of the report:

- Any employee of an organization or facility that is licensed or certified by the Ohio Department of Children and Youth (DCY) or another state agency and supervised by the PCSA.
- A foster caregiver, pre-finalized adoptive parent, adoptive parent, relative, or kinship caregiver who is recommended, approved, or supervised by the PCSA.
- A type B family childcare home or type A family childcare home licensed by DCY when the CDJFS has assumed the powers and duties of the county children services function defined in Chapter 5153. of the Revised Code.
- Any employee or agent of DCY or the PCSA as defined in Chapter 5153. of the Revised Code.
- Any authorized person representing DCY or the PCSA who provides services for payment or as a volunteer.

- A foster caregiver or an employee of an organization or facility licensed or certified by DCY and the alleged child victim is in the custody of, or receiving services from, the PCSA that accepted the report.
- Any time a PCSA determines that a conflict of interest exists. The PCSA is to document in the case record if a conflict of interest is identified.

The PCSA is to request that law enforcement serve as the third party when a report alleges a criminal offense. The PCSA is to request the assistance of a third party within 24 hours of identifying that a conflict of interest exists.

**LCCS, pursuant to 5180:2-36-08, operates an in-house unit to investigate and assess reports of child abuse and neglect which require a third-party investigation. LCCS does refer out any cases where an agency employee is named as a principal of the report.**

**When needed, LCCS shall request a third party to conduct an investigation within 24 hours of identifying the need for such an investigation.**

### **3. Child Fatality- Suspected cause of death is abuse or neglect**

The PCSA is governed by ORC section 307.622 and needs to have a child fatality review board.

**LCCS accepts referrals on all reports of suspected child abuse or neglect that result in the death or near-death of a child. LCCS will not investigate deaths of children that are due to natural causes or where child abuse or neglect is not suspected. LCCS will work with Law Enforcement in any criminal investigation.**

**LCCS is governed by ORC 307.622 and actively participates on the child fatality review board in order to collaborate with county agencies to reduce and prevent child fatalities.**

**LCCS has an internal review process for cases involving deaths resulting from child abuse or neglect where the agency had involvement with the family within the past 24 months.**

**In the event of a request for information on the death of the child, LCCS will consult the Lucas County Prosecutor's office prior to releasing any information on the case.**

#### **4. Child Fatality- Death of a child in the custody of the PCSA**

The PCSA follows rules 5180:2-33-14 and 5180:2-42-89 of the OAC following the death of a child in its custody.

**LCCS will notify law enforcement of the child's death within one hour and will notify the health department and fatality review board.**

**If any county law enforcement is alerted to the death of a child and becomes aware that the child is in the custody of LCCS, law enforcement will call the intake line at 419-213-3400 to report the child's death.**

**LCCS will determine if the specialized investigation unit can investigate the referral or if the investigation will need to be referred out as a third-party investigation. In any event, LCCS will work with local law enforcement in their investigation.**

**LCCS has an internal review process for cases involving deaths resulting from child abuse or neglect where the agency had involvement with the family within the past 24 months.**

**In the event of a request for information on the death of the child, LCCS will consult with the Lucas County Prosecutor's office prior to releasing any information on the case.**

#### **5. Allegations of withholding medically indicated treatment from disabled infants with life-threatening conditions**

The PCSA follows the procedures described in section 5180:2-36-07 of the OAC for responding to these reports.

The withholding of medically indicated treatment is the refusal to provide appropriate nutrition, hydration, medication, or other medically indicated treatment from a disabled infant with a life-threatening condition.

Medically indicated treatment includes the medical care most likely to relieve, or correct, the life-threatening condition. Nutrition, hydration, and medication, as appropriate for the infant's needs, are medically indicated for all disabled infants; in addition to, the completion of appropriate evaluations or consultations necessary to assure that sufficient information has been gathered to make informed medical decisions on behalf of the disabled infant.

In determining whether treatment is medically indicated, reasonable medical judgments made by a prudent physician, or treatment team, knowledgeable about the case and its treatment possibilities are

considered. The opinions about the infant's future "quality of life" are not to bear on whether a treatment is judged to be medically indicated. Medically indicated treatment does not include the failure to provide treatment to a disabled infant if the treating physician's medical judgment identifies any of the situations listed in OAC section 5180:2-36-07(A)(3)(a-d).

**6. Allegations of child abuse and/or neglect constituting a crime against a child, including human trafficking, and needing a joint assessment/investigation with law enforcement**

**LCCS collaborates with local law enforcement on the investigation of abuse and/or neglect, which constitutes a crime against a child, including deference to the law enforcement's request to not interview the alleged perpetrator and/or joint interviews with the child victim.**

**While assisting local law enforcement with the criminal investigation, LCCS will follow OAC timeframes when completing its activities surrounding the disposition of the report.**

**7. Reports of cases involving individuals who aid, abet, induce, cause, encourage, or contribute to a child or a ward of the juvenile court becoming dependent, neglected, unruly, and/or delinquent**

**LCCS will report any individual who aids, abets, induces, causes, encourages, or contributes to a child or a ward of the juvenile court becoming dependent, neglected, unruly and/or delinquent to the county prosecutor's office and/or local law enforcement.**

**If another agency learns of a report involving an individual who aided, abetted, induced, caused, encouraged, or contributed to a child or a ward of the juvenile court becoming dependent,**

**neglected, unruly, and/or delinquent they should report it to the county prosecutor's office and/or local law enforcement.**

**Participants of this MOU will work together to ensure that the person who aids, abets, induces, causes, encourages, or contributes to a child or a ward of the juvenile court becoming dependent, neglected, unruly, and/or delinquent is held accountable for their actions.**

- 8. Reports involving individuals who aid, abet, induce, cause, encourage, or contribute to a child or a ward of the juvenile court leaving the custody of any person, department, or public or private institution without the legal consent of that person, department, or institution**

**LCCS will report any individual who aids, abets, induces, causes, encourages, or contributes to a child or a ward of the juvenile court leaving the custody of any person, department, or public or private institution without the legal consent of that person, department, or institution to the county prosecutor's office and/or local law enforcement.**

**If another agency learns of a report of an individual who aid, abet, induce, cause, encourage, or contribute to a child or a ward of the juvenile court leaving the custody of any person, department, or public or private institution without the legal consent of that person, department, or institution to the county prosecutor's office and/or local law enforcement.**

**Participants of this MOU will work together to ensure that the person who aids, abets, induces, causes, encourages, or contributes to a child or a ward of the juvenile court leaving the custody of any person, department, or public or private institution is held accountable for their actions.**

- 9. Receiving and responding to reports of missing children involved with the PCSA**

**Upon learning that a minor child has either run away from or is otherwise missing from the home or the care, custody, and control of the child's parents, custodial parent, legal guardian, or non-custodial parent, the following actions will take place:**

- When an MOU signatory agency is made aware that a child is missing, they will coordinate with the custodian to report their concerns to the law enforcement agency in the appropriate jurisdiction.**

- The law enforcement agency will enter known information into the National Crime Information Center (NCIC) database if the child is in PCSA custody.
- The law enforcement agency will take prompt action upon the report, including, but not limited to, concerted efforts to locate the missing child.
- The law enforcement agency will promptly enter any additional, relevant information into NCIC.
- The law enforcement agency will promptly notify the missing child's parents, parent who is the residential parent and legal custodian, guardian, or legal custodian, or any other person responsible for the care of the missing child, that the child's information was entered into NCIC.
- The PCSA will contact the National Center for Missing and Exploited Children (NCMEC) if the child is in PCSA custody.

Upon request of law enforcement, the PCSA is to provide assistance and cooperation in the investigation of a missing child, including the immediate provision of any information possessed by the PCSA that may be relevant in the investigation.

All MOU signatory agencies are to notify the PCSA upon learning that a minor child who is alleged to be in the children services system or who is known or suspected to be abused or neglected has either run away from or is otherwise missing from the home or the care, custody, and control of the child's parents, custodial parent, legal guardian, or non-custodial parent.

## **I. Standards and procedures for removing and placing children**

### **1. Emergency**

Emergency removal of a child from home is necessary when the child is at imminent risk of harm and in need of protection from abuse, neglect, or dependency.

An ex parte order may be issued with or without a complaint being filed. Prior to taking the child into custody the judicial fact finder is to make a determination that reasonable efforts were made to notify the child's parents, guardian, or custodian, or there were reasonable grounds to believe doing so would jeopardize the safety of the child, or lead to the removal of the child from the jurisdiction.

Juv. R 6 orders can be issued in-person, by phone, video conference, or otherwise. Reasonable grounds need to exist to believe the child's

removal is necessary to prevent immediate or threatened physical or emotional harm.

Findings need to be made that the agency either did or did not make reasonable efforts to prevent the removal of the child from their home with a brief description of services provided and why those did not prevent the removal or allow the child to return home, and if temporary custody is granted to the PCSA an additional finding that it would be contrary to the welfare and best interest of the child to continue in the home. If granted, a shelter care hearing is to be scheduled the next business day (but not later than seventy-two hours) after the emergency order has been issued. If the ex parte motion is denied, the matter is to be set for a shelter care hearing within ten days from the filing date.

**Emergency custody of a child may also occur in circumstances under where a law enforcement officer takes a child into custody because there are reasonable grounds to believe 1) the child is suffering from illness or injury and is not receiving proper care, as described in section 2151.03 of the Revised Code, 2) the child is in immediate danger from the child's surroundings, or 3) the child's parent, guardian, custodian or other household member of the child's household has abused or neglected another child in the household; and the child's removal is necessary to prevent immediate or threatened physical or emotional harm; where there are reasonable grounds to believe the child is in immediate danger from the child's surroundings and that the child's removal is necessary.**

If a child is taken into emergency custody, LCCS will determine if the child can be safely placed with a parent or relative prior to filing a complaint in juvenile court over the child. If the child can not be safely placed and the child remains at immediate risk of harm if returned to the custody of a parent, then LCCS will file a complaint in dependency, neglect, and/or abuse and will seek an emergency order of shelter care from the juvenile court.

In the event of an emergency removal, law enforcement will be contacted and assist in the removal of the child in order to keep the peace during the removal.

## **2. Non-emergency**

Upon receiving a report alleging child abuse, neglect, and/or dependency, the PCSA commences an investigation in accordance with the requirements of section 2151.421 of the ORC. If the final case decision rises to the level of court involvement, the PCSA is to approach the juvenile court and file a complaint alleging the child(ren) to be abused, neglected, or dependent per ORC 2151.27. The matter

will be set for a shelter care/preliminary protective hearing expeditiously by the juvenile court.

Reasonable oral or written notice of the time, place, and purpose of the hearing are to be provided to the parents, guardian, or custodian unless they cannot be found. The same parties are also entitled to notification that a case plan may be prepared, the general requirements, and possible consequences of non-compliance with the case plan.

The parties will be served with the complaint and summons to appear before the juvenile court. Unrepresented parties are advised by the juvenile court of their right to counsel. Counsel is appointed for children when abuse is alleged. A guardian ad litem is appointed to all children subjects of abuse, neglect, or dependency proceedings. A separate guardian ad litem may be appointed to minor parents or parents who appear mentally incompetent.

The judicial fact finder is to determine whether there is probable cause that the child is abused, neglected, or dependent, the child is in need of protection, whether or not there is an appropriate relative or kin willing to assume temporary custody of the child, reasonable efforts were made by the PCSA to prevent the removal or continued removal or to make it possible for the child to return home safely, and for temporary custody orders to the PCSA that it would be contrary to the welfare and best interest of the child to continue in the home. All other temporary orders should be requested and considered at this time.

**In circumstances where immediate removal of the child from the parents' custody is not required, Lucas County Children Services may file a non-emergency complaint in dependency, neglect or abuse. In the event of a non-emergency filing, no hearing regarding the need for shelter care or for preliminary protective orders is necessary. In these circumstances, the first hearing to be held will be the adjudication hearing unless a request for an emergency hearing is made by Lucas County Children Services or another party.**

**In the event of a non-emergency removal, law enforcement will be contacted and assist in the removal of the child in order to keep the peace during the removal.**

**J. [Optional Section(s)]**

☒ Not Applicable *(if selected this section is not relevant.)*

#### IV. TRAINING

Cross system training is to be provided to and a plan developed by all signatories of this MOU to ensure parties understand the mission and goals identified in this MOU and are clear about the roles and responsibilities of each agency. Periodic trainings events will be coordinated by the PCSA as the lead agency and notification of the trainings will be provided to the signatories of this agreement. By agreeing to participate in the county MOU process signatories express a commitment to attend training opportunities when presented.

**Lucas County Children Services offers mandatory reporter training and is available to train mandatory reporters as requested. Lucas County Children Services is available to assist in more in-depth training regarding the laws and rules surrounding children service activities. Lucas County Children Services trains new case workers and offers on-going training to case workers regarding county specific procedures pursuant to this MOU.**

#### V. CONFLICT RESOLUTION

☐ Not Applicable *(if selected this section is not relevant.)*

When a conflict occurs among county partners, the effect is often broader than the individuals directly involved in the dispute. As disputes are often inevitable, this MOU is to set forth the local process by which disputes will be resolved so as not to disrupt program effectiveness.

As the mandated agency responsible for the provisions of child protective services, the ultimate decision on how to handle abuse, neglect investigations lie with the PCSA. Every effort will be made to take into account other signatories' requests and concerns relating to services.

Criminal investigations and prosecution remain the responsibility of the prosecuting attorney and appropriate law enforcement agencies. The PCSA will assist these agencies, but in no way, interfere or jeopardize a criminal investigation or prosecution.

For cases that come before the court as it relates to decisions and orders, the Juvenile Judge's rulings are final.

Each agency will make a concerted effort to help the other with joint interviews, investigations, evidence collection, information sharing, and fact-finding. Each agency will not hinder or interfere with the express duties of another and will do their best to cooperate and collaborate with the other county partners.

In the event internal conflict resolution efforts fail and a statutorily required participant refuses to sign or engage in the MOU process, the PCSA is to consult with the County Prosecutor to explore available remedies.

## **VI. CONFIDENTIALITY STATEMENT**

Any report made in accordance with ORC section 2151.421 is confidential. Both the information and the name of the person who made the report under section 2151.421 will not be released to the public for use and will not be used as evidence in any civil action or proceeding brought against the person who made the report.

Children services records are not public records and are exempt from Ohio's Sunshine Laws under ORC 149.43. Children Services records are confidential in nature and should be treated accordingly.

ORC section 2151.423 requires the PCSA to disclose confidential information discovered during an investigation conducted pursuant to section 2151.421 or 2151.422 of the Ohio Revised Code to any federal, state, or local government entity, including any appropriate military authority or any agency providing prevention services, that needs the information to carry out its responsibilities to protect children from abuse or neglect. Likewise, law enforcement, **Family and Child Abuse Prevention Center, Children's Advocacy Center**, and other entities are expected to release information to the PCSA for the purpose of carrying out its responsibility of protecting children from abuse and/or neglect.

**ORC 2151.423 requires Lucas County Children Services to disclose confidential information discovered during an investigation conducted pursuant to section 2151.421 or 2151.422 of the Ohio Revised Code to any federal, state or local government entity that needs the information to carry out its responsibilities to protect children from abuse or neglect. Likewise, law enforcement, the Children's Advocacy Center, and other entities are expected to release information to Lucas County Children Services for the purpose of carrying out its responsibility of protecting children from abuse and/or neglect.**

**Information shared pursuant to this Memorandum is not public information and is not to be released pursuant to a public records request. Information shared pursuant to this Memorandum shall only be shared according to Ohio law and rule.**

The confidentiality provisions of this MOU will survive the expiration or termination of this agreement.

Information regarding the report and/or investigation of alleged abuse or neglect may be shared only when dissemination is authorized by OAC section 5180:2-33-21 and in accordance with the procedures outlined in OAC section 5180:2-33-21. The unauthorized dissemination of confidential information is a misdemeanor and is punishable by law.

In the event of unauthorized dissemination of information, the party who learns of the breach of confidentiality will notify the Director of the PCSA as soon as possible. The notification will be sent to the Director in writing describing the circumstances surrounding the breach. The notification will specify the confidential information released, who is responsible for disseminating the confidential information, how it was disseminated, and the parties who have access to the information without authorization. The Director of the PCSA will then refer this information to the prosecutor or city director of law at their discretion.

## **VII. TERMS AND CONDITIONS AND STATUTORY REQUIREMENTS**

This MOU is to be retained for a period of at least seven years per the state of Ohio records retention schedule. Please refer to the PCSA records retention policy for information on forms to be completed and processes to be followed for the destruction of records.

Consultation among the signatories may be done in person, whenever practicable. When an in-person meeting is not practicable the signer may employ the use of alternative methods of communication including but not limited to MS Teams, Skype, Zoom, or telephone as agreed upon by all members. When the PCSA is seeking consultation with a signer of this MOU regarding an active referral of child abuse and/or neglect and has met in person or spoken with another signer, the PCSA will make written contact with the appropriate agency by the next working day to request the needed information and make the referral in writing.

The required members are to review and evaluate the terms and conditions of the MOU every biennium. All required members to the MOU will sign the new or updated agreement. The PCSA is to submit the MOU to the Board of County Commissioners for review and approval with enough time for any revisions to be made prior to December thirty-first of the year.

This MOU does not inhibit good faith compliance with a subpoena issued by a Grand Jury or in a criminal case. Dissemination of records pursuant to the State's discovery obligations is authorized. However, work product and other privileges are expected to be upheld.

Failure to follow the procedure set forth in the MOU by the concerned officials is not grounds for, and will not result in, the dismissal of any charges or complaint arising from any reported case of abuse or neglect or the suppression of any evidence obtained as a result of reported child abuse or child neglect and does not give, and will not be construed as giving, any rights or any grounds for appeal or post-conviction relief to any person pursuant to section 2151.4223 of the Revised Code.

This MOU will be governed by and construed in accordance with applicable state and federal laws and regulations. Any identified or listed citations to Ohio Administrative Code revised during the implementation of this MOU are to defer to the current finalized codification. In the event any other portion of this MOU is

inconsistent with state or federal law, that portion will be without effect as if stricken from the document and the remaining portion will remain in full force and effect.

#### **VIII. SIGNATURES OF EACH PARTICIPATING AGENCY**

The signature section authorizes the participating parties of the agreement to begin enactment of MOU protocols and activities. The participating members agree to follow the terms of this MOU and to meet at minimum once every biennium to review terms and conditions, evaluate if updates are needed, and sign a new or amended MOU.

If any individual serving as a signatory changes mid-term, the PCSA is to provide the new required member with the current MOU. The new member remains bound by the most recently approved version of the MOU. Their signature is to be obtained.

If the PCSA participated in the execution of a memorandum under section 2151.426 of the Revised Code establishing a CAC, each participating member of the CAC is a required signatory on this MOU.

A required member to this agreement may terminate their involvement in the MOU for good cause upon giving reasonable written notice to the other required members in this MOU.

The MOU may be signed in person or electronically.

\_\_\_\_\_  
Agency, Name, Title

Date

Is this agency a participating member of the CAC referenced in Section II(G)? ☐ Yes ☐ No

\_\_\_\_\_  
Agency, Name, Title

Date

Is this agency a participating member of the CAC referenced in Section II(G)? ☐ Yes ☐ No

\_\_\_\_\_  
Agency, Name, Title

Date

Is this agency a participating member of the CAC referenced in Section II(G)? ☐ Yes ☐ No

\_\_\_\_\_  
Agency, Name, Title

Date

Is this agency a participating member of the CAC referenced in Section II(G)? ☐ Yes ☐ No

\_\_\_\_\_  
Agency, Name, Title

Date

Is this agency a participating member of the CAC referenced in Section II(G)? ☐ Yes ☐ No

\_\_\_\_\_  
Agency, Name, Title

Date

Is this agency a participating member of the CAC referenced in Section II(G)? ☐ Yes ☐ No

\_\_\_\_\_  
Agency, Name, Title

Date

Is this agency a participating member of the CAC referenced in Section II(G)? ☐ Yes ☐ No

\_\_\_\_\_  
Agency, Name, Title

Date

Is this agency a participating member of the CAC referenced in Section II(G)? ☐ Yes ☐ No

\_\_\_\_\_  
Agency, Name, Title

Date

Is this agency a participating member of the CAC referenced in Section II(G)? ☐ Yes ☐ No

\_\_\_\_\_  
Agency, Name, Title

Date

Is this agency a participating member of the CAC referenced in Section II(G)? ☐ Yes ☐ No

\_\_\_\_\_  
Agency, Name, Title

Date

Is this agency a participating member of the CAC referenced in Section II(G)? ☐ Yes ☐ No

\_\_\_\_\_  
Agency, Name, Title

Date

Is this agency a participating member of the CAC referenced in Section II(G)? ☐ Yes ☐ No

**IX. Refusal to Sign** ☐ Not Applicable *(if selected, this section is not relevant.)*

The PCSA attests they attempted to obtain the signature of all required participating agencies as set forth in Section II of this MOU and as mandated through section 2151.4210 of the Revised Code. However, the following agency(ies) or individual(s) refused to sign this MOU.

Date: **[Enter date of refusal]**

Agency, Name, Title: **[Enter the name of the agency, required individual, and their title.]**

Reason the individual refused to sign:

**[Enter the reason the individual refused to sign the text box and the attempts to solve the identified barrier.]**

Date: **[Enter date of refusal]**

Agency, Name, Title: **[Enter the name of the agency, required individual, and their title.]**

Reason the individual refused to sign:

**[Enter the reason the individual refused to sign the text box and the attempts to solve the identified barrier.]**

Date: **[Enter date of refusal]**

Agency, Name, Title: **[Enter the name of the agency, required individual, and their title.]**

Reason the individual refused to sign:

**[Enter the reason the individual refused to sign the text box and the attempts to solve the identified barrier.]**

**X. Board of County Commissioners**

The PCSA is to submit the MOU signed by all participating agencies to the Board of County Commissioners. The participating agencies will ensure there is adequate time for both the County Board of Commissioners and DCY review and approval process along with any returns for correction prior to the end of the contractual period.

---

County Commissioners Signature and Date/Resolution/Vote

**The Board of Lucas County Commissioners hereby review and approve the Lucas County Memorandum of Understanding.**

**ATTACHMENTS**

**None**

**ORDINANCE NO. 133-2025**

**REVISING THE ADMINISTRATIVE, DEPARTMENTAL AND  
DIVISIONAL ORGANIZATION OF THE CITY AND THE CODIFIED  
ORDINANCES THEREOF BY AMENDING SYLVANIA CODIFIED  
ORDINANCE SECTION 131.01 – DEPARTMENT OF LAW – DIRECTOR,  
DIVISION OF PROSECUTION BY ADDING A SECOND FULL-TIME  
“SECRETARY II” POSITION FROM DECEMBER 2, 2025 THROUGH  
JANUARY 31, 2026 AT WHICH TIME SAID SECOND FULL-TIME  
“SECRETARY II” POSITION SHALL BE ELIMINATED; AND  
DECLARING AN EMERGENCY.**

BE IT ORDAINED by the Council of the City of Sylvania, Lucas County, Ohio,

\_\_\_\_\_ members elected thereto concurring:

SECTION 1. That Section 131.01 of the Codified Ordinances of Sylvania, 1979, as amended, be, and the same hereby is, amended to read as set forth on the attached “Exhibit A” from December 2, 2025 through January 31, 2026.

SECTION 2. That Section 131.01 of the Codified Ordinances of Sylvania, 1979, as amended, be, and the same hereby is, amended to read as set forth on the attached “Exhibit B” from February 1, 2026 and thereafter.

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 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, Sections 11(c) and 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 changes to the administrative structure should be made at the earliest possible time. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

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

Passed, \_\_\_\_\_, 2025, as an emergency issue.

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

ATTEST:

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

APPROVED:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

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

## 131.01 DEPARTMENT OF LAW – DIRECTOR, DIVISION OF PROSECUTION.

\* \* \*

(c) The Department of Law shall have a Division of Prosecution comprised of one full-time chief prosecutor, one full-time assistant prosecution, two full-time Secretary II and one Secretary who will be employed on a part-time basis, who shall serve under the direction of the Chief Prosecutor. The prosecutors in the Division of Prosecution shall be responsible for the prosecution of all City of Sylvania and State cases in Sylvania Municipal Court and the cases of all municipalities with whom the City of Sylvania has contracted to provide prosecutorial services in addition to other duties as assigned by the Director of Law, subject to the oversight of the Director of Law. The prosecutors shall be attorneys at law duly admitted to practice law in the State of Ohio. The prosecutors shall be appointed by the Mayor. The Director of Law may appoint, on a case by case basis, such Special Prosecutors as may be necessary when the prosecutors have a potential conflict of interest or there exists other legal grounds why the prosecutors should not prosecute a particular case. The Prosecutors shall be compensated in accordance with the provision made for them in the Position and Compensation Plan and/or in accordance with the compensation provided for them in an ordinance of Council and/or a separate agreement authorized by an ordinance of the Council. The Prosecutors shall submit reports to the Director of Law at such frequency, in such detail and covering such matters as the Director shall require.

\* \* \*

(Ord. \_\_\_\_\_-2025. Passed \_\_\_\_\_-2025.)

“Exhibit A”

**131.01 DEPARTMENT OF LAW – DIRECTOR, DIVISION OF PROSECUTION.**

\* \* \*

(c) The Department of Law shall have a Division of Prosecution comprised of one full-time chief prosecutor, one full-time assistant prosecution, one full-time Secretary II and one Secretary who will be employed on a part-time basis, who shall serve under the direction of the Chief Prosecutor. The prosecutors in the Division of Prosecution shall be responsible for the prosecution of all City of Sylvania and State cases in Sylvania Municipal Court and the cases of all municipalities with whom the City of Sylvania has contracted to provide prosecutorial services in addition to other duties as assigned by the Director of Law, subject to the oversight of the Director of Law. The prosecutors shall be attorneys at law duly admitted to practice law in the State of Ohio. The prosecutors shall be appointed by the Mayor. The Director of Law may appoint, on a case by case basis, such Special Prosecutors as may be necessary when the prosecutors have a potential conflict of interest or there exists other legal grounds why the prosecutors should not prosecute a particular case. The Prosecutors shall be compensated in accordance with the provision made for them in the Position and Compensation Plan and/or in accordance with the compensation provided for them in an ordinance of Council and/or a separate agreement authorized by an ordinance of the Council. The Prosecutors shall submit reports to the Director of Law at such frequency, in such detail and covering such matters as the Director shall require.

\* \* \*

(Ord. \_\_\_\_\_-2025. Passed \_\_\_\_\_-2025.)

“Exhibit B”

8a.



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

December 1, 2025

To: The Mayor and Members of Sylvania City Council

Re: **ODOT LPA Local Let Project Agreement**  
**(Brint/Main/Holland-Sylvania Roundabout) – LUC-CR 1572-7.89 (PID 124560)**

Dear Mr. Mayor and Council Members:

This project will convert the existing signalized intersection at Brint Road, Main Street, and Holland-Sylvania Road to an elliptical roundabout. Construction is scheduled for 2028.

The Service Department was notified in July 2025 our application for Highway Safety Improvement Program (HSIP) funding through the Ohio Department of Transportation was successful. The total cost of the project is estimated to be \$2,937,128 and our total grant funding amount to be received is \$2,299,664.

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 engineering design.

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

Sincerely,

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

**ORDINANCE NO. 134-2025****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 BRINT/MAIN/HOLLAND-SYLVANIA ROUNDABOUT PROJECT; AND DECLARING AN EMERGENCY.**

WHEREAS, Resolution No. 6-2025, passed March 17, 2025, authorized the Mayor and Director of Finance to submit a grant application for funding consideration for the Brint Road/Main Street/Holland-Sylvania Road Roundabout Project; and,

WHEREAS, this project will convert the existing signalized intersection to an elliptical roundabout with construction being scheduled for 2028; and,

WHEREAS, the estimated construction cost of the improvement is \$2,937,128, with the City receiving grant funding in the amount of \$2,299,664; 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 December 1, 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 Brint/Main/Holland-Sylvania 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 Brint/Main/Holland-Sylvania 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: 43552

PID Number: 124560

County-Route-Section: LUC CR1572 7.89 Brint Roundabout

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 to construct a roundabout at Brint Rd and N. Holland Sylvania Rd (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 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 \$2,937,128.

ODOT shall provide to the LPA 100 percent of the eligible costs, utilizing Spending Authority Code (SAC) 4HJ7 (Assistance Listing Number: 20.205 Highway Planning and Construction,) up to a maximum of \$2,197,141.43 in Federal funds in the All phase(s)/subphase(s). The funding does not include Toll Revenue Credit or Credit Bridge. This maximum amount reflects the funding limit for the PROJECT set by the applicable SAC Program Manager.

ODOT shall provide to the LPA 100 percent of the eligible costs, utilizing Spending Authority Code (SAC) 4XI7 (Assistance Listing Number: Not Applicable (State Funds),) up to a maximum of \$102,522.57 in State funds in the Preliminary Engineering/Environmental phase. The funding does not include Toll Revenue Credit or Credit Bridge. 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 All 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](http://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 Disadvantaged Business Enterprise (DBE)/Small Business Enterprise (SBE), 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 the LPA Materials Management Process in the Local-let Manual.
- 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/SBE Subcontractors on the project to ensure they are performing a Commercially Useful Function (CUF) as directed in the Local-let Manual.
- 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 system<sup>1</sup>, **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.<sup>2</sup>**

- (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.<sup>3</sup>**

- (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.

<sup>1</sup> 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.

<sup>2</sup> [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.

<sup>3</sup> [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



**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.<sup>4</sup>**

- (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 Local-let Manual.

- 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

---

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.

<sup>4</sup> [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.

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.

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.

|                              |                                                            |
|------------------------------|------------------------------------------------------------|
| <b>LPA: City of Sylvania</b> | <b>STATE OF OHIO<br/>OHIO DEPARTMENT OF TRANSPORTATION</b> |
| By:                          | By:                                                        |
| Title:                       | Pamela Boratyn<br>Director                                 |
| Date:                        | Date:                                                      |

## Attachment 2

LUC-CR1572-7.89  
COUNTY-ROUTE-SECTION

124560  
PID NUMBER

43548  
AGREEMENT NUMBER

JZRDM14Z7JL5  
SAM UNIQUE ID

### DIRECT PAYMENT OF CONTRACTOR

At the direction of the LPA and upon approval of ODOT, payments for work performed under the terms of the Agreement by the LPA's contractor shall be paid directly to the contractor in the pro-rata share of Federal/State participation. The invoice package shall be prepared by the LPA as previously defined in this Agreement, and shall indicate that the payment is to be made to the contractor. In addition, the invoice must state the contractor's name, mailing address and OAKS Vendor ID. Separate invoices shall be submitted for payments that are to be made to the contractor and those that are to be made to the LPA.

When ODOT uses Federal funds to make payment to the contractor, all such payments are considered to be expenditures of Federal funds received and also expended by the LPA (sub recipient). Accordingly, the LPA is responsible for tracking the receipts and payments and reporting the payments Federal (Receipts) Expenditures on the Schedule of Expenditures of Federal Awards (SEFA). An LPA that fails to report these funds accurately and timely may be required to restate the SEFA to comply with Federal reporting requirements.

We (CITY OF SYLVANIA) request that all payments for the Federal/State share of the construction costs of this Agreement performed by DGL CONSULTING ENGINEERS, LLC be paid directly to DGL CONSULTING ENGINEERS, LLC.

|                  |                                                                                                |
|------------------|------------------------------------------------------------------------------------------------|
| VENDOR Name:     | DGL CONSULTING ENGINEERS, LLC                                                                  |
| Oaks Vendor ID:  | 0000071461                                                                                     |
| Mailing Address: | 3455 Briarfield Boulevard E                                                                    |
|                  | Maumee, Ohio 43537                                                                             |
| LPA signature:   |  11/24/2025 |

|                             |                      |
|-----------------------------|----------------------|
| LPA Name:                   | City of Sylvania     |
| Oaks Vendor ID:             | 0000080621           |
| Mailing Address:            | 6730 Monroe Street   |
|                             | Sylvania, Ohio 43560 |
| ODOT<br>Approval signature: |                      |

8c.



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

December 1, 2025

To: The Mayor and Members of Sylvania City Council

Re: **Design Engineering Services Proposal – DGL Consulting Engineers, LLC  
(Brint/Main/Holland-Sylvania Roundabout) – LUC-CR 1572-7.89 (PID 124560)**

Dear Mr. Mayor and Council Members:

At the September 15, 2025 meeting City Council authorized the Service Department to request Letters of Interest (LOI's) from consultants to provide engineering services for improvements to the intersection of Brint Road, Main Street, and Holland-Sylvania Road.

During the solicitation we received LOI's from two engineering consultants. The Service Department reviewed, scored, and ranked both LOI's and selected DGL Consulting Engineers, LLC as the most highly qualified firm and project team. Subsequently, the Service Department entered into scope of services and fee negotiations.

We have completed those negotiations and DGL has prepared a proposal in the amount of \$383,531 to complete the scope of services. The proposal includes topographic surveying, preliminary engineering, detailed design, right-of-way plan preparation, and environmental services. Once the project plan development has defined proposed right-of-way needs the Service Department will return to a later City Council meeting to request approval for right-of-way acquisition services contracts.

This is a Local Let project with ODOT. As such the Service Department has coordinated the scope of services and fee proposal with ODOT District 2 and both entities are ready to move forward with the project. It should be noted that 100% of this engineering contract will be paid by ODOT Safety funds. We would recommend approval of the proposal in the amount of \$383,531 with DGL.

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](http://www.cityofsylvania.com)

8d.

**ORDINANCE NO. 135-2025**

**ACCEPTING THE PROPOSAL OF DGL CONSULTING ENGINEERS, LLC TO PROVIDE DESIGN ENGINEERING SERVICES FOR THE BRINT/MAIN/HOLLAND-SYLVANIA ROAD ROUNDABOUT PROJECT; AND DECLARING AN EMERGENCY.**

WHEREAS, Resolution No. 6-2025, passed March 17, 2025, authorized the Mayor and Director of Finance to submit a grant application for funding consideration for the Brint Road/Main Street/Holland-Sylvania Road Roundabout Project; and,

WHEREAS, the Director of Public Service, by report dated September 15, 2025, reported that the grant application was successful, resulting in \$2,299,664 funding of the approximate \$2,937,128 total project cost; and,

WHEREAS, this project will convert the existing signalized intersection to an elliptical roundabout with construction being scheduled for 2028; and,

WHEREAS, at the September 15, 2025 meeting of Sylvania City Council, the Director of Public Service was authorized to solicit Letters of Interest from engineering consultants to design the project; and,

WHEREAS, the Director of Public Service, by report dated December 1, 2025, received Letters of Interest from two engineering consultants and thereafter reviewed, scored and ranked both Letters of Interest, with DGL Consulting Engineers, LLC being selected to provide design engineering services; and,

WHEREAS, the Director of Public Service, by report dated December 1, 2025, recommended acceptance of the proposal of DGL Consulting Engineers, LLC in the amount of \$383,531 to provide topographic surveying, preliminary engineering, detailed design, right-of-way plan preparation and environmental services for the Brint Road/Main Street/Holland-Sylvania Road Roundabout Project; and,

WHEREAS, inasmuch as this is a Local Let project with ODOT, while the City

coordinated the scope of services and fee proposal with both ODOT and DGL, ODOT will pay DGL directly and therefore no appropriation of City funds needs to be made for this 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 DGL Consulting Engineers, LLC in the amount of Three Hundred Eighty-Three Thousand Five Hundred Thirty-One Dollars (\$383,531.00) provide topographic surveying, preliminary engineering, detailed design, right-of-way plan preparation and environmental services for the Brint Road/Main Street/Holland-Sylvania Road Roundabout Project, is hereby approved and 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. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

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

SECTION 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the City should provide for the design engineering services for the Brint/Main/Holland-Sylvania Road Roundabout Project 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.

ATTEST:

\_\_\_\_\_  
President of Council  
APPROVED AS TO FORM:

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

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

APPROVED:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date



**PROVIDING  
CIVIL ENGINEERING  
SOLUTIONS SINCE 1926**

TRANSPORTATION  
TRAFFIC / SAFETY

FACILITY / SITE  
DEVELOPMENT

SURVEY

CONSTRUCTION  
SERVICES

November 14, 2025

Mr. Eric Barnes, P.E., S.I.  
Deputy Service Director  
City of Sylvania | Department of Public Service  
6730 Monroe Street  
Sylvania, OH 43560

Re: PID 124560 LUC-CR1572-7.89 Fee Proposal

Dear Mr. Barnes:

Please accept this scope and fee proposal as DGL Consulting Engineers' (DGL) response to your request after we were the selected consultant for this project. We are looking forward to beginning this project with you and we appreciate you accepting our letter of interest.

Please contact me directly should you have any questions related to the material included herein.

Sincerely,  
**DGL Consulting Engineers, LLC**

Amy Zimmerman, P.E.  
Principal | Senior Project Manager

T: 419.535.1015 | C: 419.283.4643 | E: [azimmerman@dgl-ltd.com](mailto:azimmerman@dgl-ltd.com)  
3455 Briarfield Blvd, Suite E | Maumee, Ohio 43537

Maumee, Ohio  
419.535.1015

Dublin, Ohio  
614.356.7150

Independence, Ohio  
440.387.4113

Port Clinton, Ohio  
419.635.7541

Wauseon, Ohio  
419.330.1360

[dgl.ltd.com](http://dgl.ltd.com)

**DBE | SBE | LDBE | EBE**

## An Agreement for the Provision of Limited Professional Services

|                                                                                                                       |  |                                                                               |  |
|-----------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------|--|
| <b>DGL Consulting Engineers, LLC (DGL)</b><br>3455 Briarfield Blvd., Suite E<br>Maumee, Ohio 43537<br>P: 419.535.1015 |  | <b>Client: City of Sylvania</b><br>6730 Monroe Street<br>Sylvania, Ohio 43560 |  |
| <b>Project Name</b> PID 124560 LUC-CR1572-7.89 Fee Proposal                                                           |  | <b>Project No.</b> 120824                                                     |  |
| <b>Location</b> Intersection of Brint Road and Main Street/Holland Sylvania Road, Sylvania, Ohio                      |  |                                                                               |  |
| <b>Scope of Services</b><br><i>See Scope of Services Attachment for definitions</i>                                   |  |                                                                               |  |
| <b>Fee Arrangement</b> <i>See Scope of Services Attachment for additional information</i>                             |  |                                                                               |  |
| Survey                                                                                                                |  | \$61,902                                                                      |  |
| Preliminary Engineering                                                                                               |  | \$123,410                                                                     |  |
| Detailed Design                                                                                                       |  | \$138,213                                                                     |  |
| Right of Way                                                                                                          |  | \$48,443                                                                      |  |
| Environmental Services                                                                                                |  | \$11,563                                                                      |  |
| <b>Total</b>                                                                                                          |  | <b>\$383,531</b>                                                              |  |
| <i>Note: DGL can accept credit card payments with an additional 3% service fee.</i>                                   |  |                                                                               |  |

|                                                                                     |  |
|-------------------------------------------------------------------------------------|--|
| <b>Offered by:</b> DGL Consulting Engineers, LLC                                    |  |
|  |  |
| <b>Signature</b><br>Amy L. Zimmerman, PE<br>Principal   Senior Project Manager      |  |
| <b>Printed Name / Title</b>                                                         |  |

|                                                                                                                 |  |                                                                                                                 |  |
|-----------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------|--|
| <b>Accepted by:</b> City of Sylvania                                                                            |  |                                                                                                                 |  |
| <b>Signature</b>                                                                                                |  | <b>Signature</b>                                                                                                |  |
| <b>Date</b>                                                                                                     |  | <b>Date</b>                                                                                                     |  |
| Mark R. Frye – Mayor                                                                                            |  | Toby A. Schroyer – Finance Director                                                                             |  |
| <b>Printed Name / Title</b><br><i>Signature indicates the authority to bind the company to the terms herein</i> |  | <b>Printed Name / Title</b><br><i>Signature indicates the authority to bind the company to the terms herein</i> |  |

**The Terms and Conditions at the end of this price proposal are part of this Agreement.**

## **Scope of Services**

### **Background**

The project is located in the City of Sylvania, at the intersection of Brint Road and Main Street/Holland Sylvania Road. Based on the information DGL has collected with the City during the planning and funding process and the Scope of Services Meeting, DGL fully understands the need for the proposed roundabout and the project scope.

### **Scope of Work**

A full topographic survey will be conducted to map the project area. DGL will provide property owner notification letters prior to conducting the field survey. Drive profiles and cross sections every 50 feet throughout the project area or as needed to accurately delineate the ground surface. Cross sections will extend outside the right of way as needed to make sure the design matches the existing surface. DGL will immediately notify OUPS and have early and often communication with the utility companies in the project area. DGL will support The City in coordinating with the utility companies their relocation plan prior to Stage 3 design.

The primary improvements include reconstruction of the intersection from an existing signal-controlled tee intersection to an elliptical roundabout. DGL has extensive experience in roundabout design. We are knowledgeable in the Lucas County Roundabout standards that we understand are the guidelines that DGL shall follow in order to design this roundabout. DGL will ensure that the geometric design will accommodate all users as well as provide a significant improvement to the intersection. Coordination with the current Brint & Harroun Roundabout design process will be imperative and DGL will ensure that the same key staff designs both improvements. Design Access management for the other drives around the intersection will be reviewed. There are many commercial and residential properties located at this intersection. Careful consideration will be taken during the design process to limit the impacts to all, especially the Goldfish Swim School and The VI. Accommodation for pedestrians and bicyclists will be achieved by incorporating a shared use path along the north side of the east leg and a sidewalk along all other legs. ADA compliant crosswalks will be designed for multimodal users.

Right of Way plans will be developed by DGL. DGL will provide services for the staking and pinning of ROW post-acquisition.

Traffic control and pavement markings will be designed per the most recent OMUTCD and conformance with the Lucas County and ODOT District 2 standards and will be reviewed and discussed with the City. Lighting for the roundabout will follow ODOT and IES Design Guide for Roundabout Lighting. Lighting levels will be reviewed in the design process to ensure that the residential nature of the area is not disturbed.

DGL will attend one in person public meeting and provide exhibits/assist the City in any way.

### **Subconsultant and If Authorized Services**

DGL has teamed with West Erie Realty to provide Real Estate Acquisition Services. It is our understanding that these services will be deferred until a later stage in design when the parcels requiring acquisition and appraisal services will be better understood.

8e.



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

December 1, 2025

To: The Mayor and Members of Sylvania City Council

Re: **Consultant Agreement for Design Engineering Services – DGL Consulting Engineers, LLC  
(Brint/Main/Holland-Sylvania Roundabout) – LUC-CR 1572-7.89 (PID 124560)**

Dear Mr. Mayor and Council Members:

At the September 15, 2025 meeting City Council authorized the Service Department to request Letters of Interest (LOI's) from consultants to provide engineering services for improvements to the intersection of Brint Road, Main Street, and Holland-Sylvania Road.

During the solicitation we received LOI's from two engineering consultants. The Service Department reviewed, scored, and ranked both LOI's and selected DGL Consulting Engineers, LLC as the most highly qualified firm and project team. Subsequently, the Service Department entered into scope of services and fee negotiations.

We have completed those negotiations and DGL has prepared a proposal in the amount of \$383,531 to complete the scope of services. The proposal includes topographic surveying, preliminary engineering, detailed design, right-of-way plan preparation, and environmental services.

This is a Local Let project with ODOT and will be using Federal funding in all phases of the design engineering process. As such, ODOT requires a Consultant Agreement to be executed by both the City and Consultant to define the work, invoicing, schedule, compensation, and other contract requirements as required by both Federal law and the Ohio Revised Code. It should be noted that 100% of this engineering contract will be paid by ODOT Safety funds. We recommend approval of Consultant Agreement No. 43548 with DGL Consulting Engineers, LLC. 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](http://www.cityofsylvania.com)

8f.

**ORDINANCE NO. 136-2025**

**AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AGREEMENT NO. 43548 WITH DGL CONSULTING ENGINEERS, LLC ON BEHALF OF THE CITY OF SYLVANIA FOR THE BRINT/MAIN/HOLLAND-SYLVANIA ROUNDABOUT PROJECT; AND DECLARING AN EMERGENCY.**

WHEREAS, Resolution No. 6-2025, passed March 17, 2025, authorized the Mayor and Director of Finance to submit a grant application for funding consideration for the Brint Road/Main Street/Holland-Sylvania Road Roundabout Project; and,

WHEREAS, this project will convert the existing signalized intersection to an elliptical roundabout with construction being scheduled for 2028; and,

WHEREAS, the estimated construction cost of the improvement is \$2,937,128, with the City receiving grant funding in the amount of \$2,299,664; and,

WHEREAS, the Ohio Department of Transportation ("ODOT") requires an Agreement between the Local Public Agency for any locally administered projects that receive federal funds; and,

WHEREAS, ODOT also requires a Consultant Agreement be executed by both the City and DGL Consulting Engineers, LLC to define the work, invoicing, schedule, compensation, and other contract requirements; and,

WHEREAS, the Director of Public Service, by report dated December 1, 2025, has recommended approval of Agreement No. 43548 between DGL Consulting Engineers 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 DGL Consulting Engineers, LLC for the Brint/Main/Holland-Sylvania 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 Brint/Main/Holland-Sylvania 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

CITY OF SYLVANIA  
AGREEMENT NO. 43548

This Agreement No. 43548 entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Sylvania, hereinafter referred to as the City, and DGL Consulting Engineers, hereinafter referred to as the Consultant, with an office located at 3455 Briarfield Blvd, Suite E.

That the City and the Consultant, for the mutual considerations herein contained and specified, have agreed and do hereby agree as follows:

CLAUSE I - WORK DESCRIPTION

The Consultant agrees to perform all professional services as may be authorized by the City for preparation of the Project Development Process for the project to construct a roundabout at the intersection of Brint Rd and N Holland Sylvania Rd in the City of Sylvania, Lucas County, Ohio, identified as LUC CR1572 7.89 Brint Roundabout, Project ID 124560.

CLAUSE II - INVOICE & PROJECT SCHEDULE

The City and the Consultant agree to the attached Scope of Services including the overall Agreement length, and Scheduled Submittal dates and Review Times set out in the Project Schedule.

The Consultant agrees to submit the completed Invoice & Project Schedule transmittal letter together with the updated Invoice & Project Schedule for all billing purposes for all Parts of this Agreement every thirty (30) days.

CLAUSE III - PRIME COMPENSATION

The City agrees to compensate the Consultant for the performance of the authorized portions of the Work specified in this Agreement.

Project Development Process.

Part 1: Planning thru Environmental Engineering.

Actual costs plus a fixed fee of Twenty-seven thousand, three hundred thirty-one Dollars (\$27,331.00). However, the maximum prime compensation shall not exceed Three hundred sixteen thousand, fifty-nine Dollars (\$316,059.00).

Part 2: Final Engineering.

Actual costs plus a fixed fee of Six thousand, one hundred eighty-three Dollars (\$6,183.00). However, the maximum prime compensation shall not exceed Sixty-seven thousand, four hundred seventy-two Dollars (\$67,472.00).

The total maximum prime compensation of all Parts which may be authorized for the subject Agreement is Three hundred eighty-three thousand, five hundred thirty-one Dollars (\$383,531.00).

Prime Compensations, only as agreed and by proper modification of this Agreement and authorized in writing by the City may be added to or subtracted from under the authority of the Department of Transportation's "Specifications for Consulting Services, 2016 Edition".

#### CLAUSE IV – CONFLICT OF INTEREST AND ETHICS

The Parties affirm that they have read, understand and agree to comply with the Conflict of Interest and Ethics laws including 23 CFR §1.33, 23 CFR 636.116, and Ohio Revised Code sections 102.03, 2921.42, and 2921.43.

#### CLAUSE V - INCORPORATION BY REFERENCE

The following documents, or specified portions thereof, are hereby incorporated into and made a part of this Agreement as though expressly rewritten herein:

- (a) The Department of Transportation's "Specifications for Consulting Services, 2016 Edition".
- (b) The most current Scope Definitions for Right of Way Services as published on the ODOT Website (<https://www.dot.state.oh.us/Divisions/Engineering/RealEstate/Pages/ConsultantForms.aspx>).
- (c) The attached Final Scope of Services as advertised on September 9, 2025.
- (d) The Invoice & Project Schedule.
- (e) The most current Office of Budget and Management Travel Policy as published on the State of Ohio Website (<https://obm.ohio.gov/areas-of-interest/agency-overview/obm-travel-rule>).

#### CLAUSE VI - GENERAL PROVISIONS

Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

Additionally, it is expressly understood by the parties that none of the rights, duties and obligations described in this Agreement shall be binding on either party until such time as the expenditure of

funds is certified by the Director of Budget and Management, pursuant to Section 126.07 of the Ohio Revised Code.

The parties hereto have caused this Agreement to be executed as of the day and year first above written by affixing the signature of the duly authorized officer of Consultant and the signature of the Mayor and Director of Finance for the City of Sylvania.

DGL CONSULTING ENGINEERS. LLC

By: 

Title: Principal | Senior Project Manager

CITY OF SYLVANIA

\_\_\_\_\_  
Mark R. Frye  
Mayor

\_\_\_\_\_  
Toby A. Schroyer  
Finance Director

APPROVED AS TO FORM:

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

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



# ODOT DISTRICT 2

## LPA PROJECT SCOPE FORM

### A. PROJECT IDENTIFICATION

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                    |                                          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|------------------------------------------|
| <b>CRS: LUC-1572-7.89</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>PID: 124560</b> | <b>Scope Date: 8/19/25</b>               |
| <b>Let Type:</b> <input checked="" type="checkbox"/> Local Let <input type="checkbox"/> ODOT Let LPA Traditional                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                    | <b>Project Sponsor: City of Sylvania</b> |
| <b>Design:</b> <input type="checkbox"/> In-House <input checked="" type="checkbox"/> Consultant                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                    | <b>Consultant Name: TBD</b>              |
| <b>Fiscal Year: 2026</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                    | <b>Proposed Sale Date: 1/1/28</b>        |
| <p><b>Project Description</b> (proposed work, issues to be corrected, and project termini, required noise waivers):<br/>         Convert the existing signalized intersection of Brint &amp; Holland Sylvania to a single lane roundabout with an eastbound right turn slip lane. This eliminates a signalized intersection to improve traffic flow and addresses the geometric concerns of the intersection, reducing the overall crash frequency.</p> <p><b>Field Review Notes:</b></p> <ul style="list-style-type: none"> <li>- Project will develop as a stand-alone project, but the intent is to combine this project with PID 120824 and sell the two projects together. ODOT will combine the two PIDs after PS&amp;E is received for both projects. TMACOG will have to do an Administrative Modification to the TIP to approve this at that time.</li> <li>- The City will stay outside of RR RW.</li> <li>- This project location is a split Corp with Sylvania Township. The City will be annexing the southwest corner prior to the project.</li> <li>- The City will need to do a parking impact study, but the intent of the City is to not lose any parking spaces.</li> </ul> |                    |                                          |

### B. PROJECT DETAILS

#### EXISTING CONDITIONS

R/W Width: Varies

|                   |                                         |                                        |                       |                                         |                             |
|-------------------|-----------------------------------------|----------------------------------------|-----------------------|-----------------------------------------|-----------------------------|
| <b>Curbs</b>      | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |                       |                                         |                             |
| <b>Curb ramps</b> | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            | <b>ADA Compliant?</b> | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| <b>Sidewalks</b>  | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            | <b>ADA Compliant?</b> | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| <b>Guardrail</b>  | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |                       |                                         |                             |

#### PROPOSED WORK

R/W Width: Varies, R/W take proposed for NE, SE, and SW corners of intersection.

|                                       |                                         |                                        |                                                                                       |
|---------------------------------------|-----------------------------------------|----------------------------------------|---------------------------------------------------------------------------------------|
| <b>Curbs</b>                          | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            | <b>Comments:</b>                                                                      |
| <b>Curb ramps</b>                     | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            | <b>Comments:</b>                                                                      |
| <b>Sidewalks</b>                      | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            | <b>Comments:</b>                                                                      |
| <b>Guardrail</b>                      | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No | <b>Comments:</b>                                                                      |
| <b>Pavement Work- Overlay</b>         | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No | <b>Comments:</b>                                                                      |
| <b>Pavement Work- Mill &amp; Fill</b> | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No | If yes, <input type="checkbox"/> 1 Course <input type="checkbox"/> 2 Course           |
| <b>Pavement Work- Full Depth</b>      | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            | If yes, <input type="checkbox"/> Concrete <input checked="" type="checkbox"/> Asphalt |

|                                 |                                         |                                        |                                                                                            |                                                                     |
|---------------------------------|-----------------------------------------|----------------------------------------|--------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| <b>Pavement Repairs</b>         | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No | If yes, <input type="checkbox"/> Concrete <input type="checkbox"/> Asphalt                 | Percentage:                                                         |
| <b>Driveways</b>                | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            | If yes, <input checked="" type="checkbox"/> Concrete <input type="checkbox"/> Asphalt      | <input type="checkbox"/> Stone                                      |
| <b>Storm or Sanitary Sewers</b> | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            | If yes, excavation > 6ft?                                                                  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| <b>Catch basins/manholes</b>    | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            | If yes, <input checked="" type="checkbox"/> New <input checked="" type="checkbox"/> Adjust |                                                                     |
| <b>Signing</b>                  | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            | If yes, excavation > 6ft?                                                                  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| <b>Lighting</b>                 | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            | If yes, excavation > 6ft?                                                                  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| <b>Signals</b>                  | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No | If yes, excavation > 6ft?                                                                  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| <b>Loops/Camera/Radar</b>       | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No | Comments: Click or tap here to enter text.                                                 |                                                                     |
| <b>Rumble Strips</b>            | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |                                                                                            |                                                                     |

**STRUCTURES** ☐ Yes ☒ No

|                                           |                                                                                                        |
|-------------------------------------------|--------------------------------------------------------------------------------------------------------|
| <b>Location:</b>                          |                                                                                                        |
| <b>Crossing:</b>                          |                                                                                                        |
| <b>Structure File Number:</b>             |                                                                                                        |
| <b>Eligible for the National Register</b> | <input type="checkbox"/> Yes <input type="checkbox"/> No                                               |
| <b>Work Description:</b>                  |                                                                                                        |
| <b>Maintenance of Traffic</b>             | <input type="checkbox"/> Part Width <input type="checkbox"/> Detour <input type="checkbox"/> Comments: |

#### SUPPLEMENTAL INFORMATION

|                                                                               |                                                                                                        |
|-------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|
| <b>ODOT to supply certified traffic?</b>                                      | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                    |
| <b>Current ADT:</b> Brint – 6920,<br>Holland-Sylvania – 10305, Main – 15602   | <b>Design ADT:</b> 2049 (0.5% growth)<br>7762, 11558, 17499 <b>T24:</b> 2%-3%                          |
| <b>Design Speed:</b> Brint – 35 MPH, Holland-Sylvania – 45 MPH, Main – 25 MPH | <b>Legal Speed:</b> 35, 45, 25                                                                         |
| <b>Design Exceptions Required?</b>                                            | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Comments: |

#### C. MAINTENANCE OF TRAFFIC

|                                                                                         |                                                                     |                                                                                           |
|-----------------------------------------------------------------------------------------|---------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| <b>Part-Width</b>                                                                       | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <b>Tunnel Lights?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| <b>Detour</b>                                                                           | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | <b>Closure Duration:</b> 60 Days                                                          |
| <b>Routes to be Used:</b>                                                               |                                                                     |                                                                                           |
| Harroun Rd, Ravine Dr, Sylvania Ave, McCord Rd                                          |                                                                     |                                                                                           |
| <b>Adjacent Projects with Detour?</b>                                                   | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | <b>PID(s):</b> 120824                                                                     |
| <b>Additional Comments:</b> The intent is to construct this roundabout and then 120824. |                                                                     |                                                                                           |

#### D. RIGHT OF WAY

|                                  |                                                                     |                                                                                             |                               |
|----------------------------------|---------------------------------------------------------------------|---------------------------------------------------------------------------------------------|-------------------------------|
| <b>New Right of Way</b>          | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | <input checked="" type="checkbox"/> Temporary <input checked="" type="checkbox"/> Permanent | <b># of Parcels:</b> 5        |
| <b>Relocations</b>               | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <input type="checkbox"/> Possible                                                           | <b>Number of Relocations:</b> |
| <b>Railroad Involvement</b>      | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <b>Railroad Name:</b>                                                                       |                               |
| <b>Railroad Agreement Needed</b> | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |                                                                                             |                               |
| <b>Encroachments</b>             | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | <b>Type:</b> Signage for VI                                                                 |                               |

Is the LPA willing to appropriate ☒ Yes ☐ No  
if necessary?

Additional Comments: Sign that is encroaching will be altered to meet land use requirements.

(LPA Certification of RW required even if no new RW acquisition is required)

#### E. UTILITIES

|                                                           |                                                                                                          |                                                                                 |                                                                                                     |
|-----------------------------------------------------------|----------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| Impacts                                                   | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> POSSIBLE    |                                                                                 |                                                                                                     |
|                                                           |                                                                                                          | Company/Owner:                                                                  | Relocations:                                                                                        |
| Phone                                                     | <input type="checkbox"/> None <input checked="" type="checkbox"/> Aerial <input type="checkbox"/> Buried | Frontier                                                                        | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unsure |
| Cable                                                     | <input type="checkbox"/> None <input checked="" type="checkbox"/> Aerial <input type="checkbox"/> Buried | Charter/Frontier/Buckeye                                                        | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unsure |
| Electric                                                  | <input type="checkbox"/> None <input checked="" type="checkbox"/> Aerial <input type="checkbox"/> Buried | Toledo Edison                                                                   | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unsure |
| Gas                                                       | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                      | Columbia Gas                                                                    | <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unsure |
| Water                                                     | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                      | Sylvania                                                                        | <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unsure |
| Storm Sewer                                               | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                      | Sylvania                                                                        | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unsure |
| Sanitary Sewer                                            | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                      | Sylvania                                                                        | <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unsure |
| Other _____                                               | <input type="checkbox"/> Yes <input type="checkbox"/> No                                                 |                                                                                 | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unsure            |
| Who will perform for the Utility Note/Utility Relocation? |                                                                                                          | <input type="checkbox"/> LPA <input checked="" type="checkbox"/> LPA/Consultant |                                                                                                     |
| Additional Comments:                                      |                                                                                                          |                                                                                 |                                                                                                     |

(NOTE: Utility Note must be submitted to Real Estate for review at least 30 days prior to LPA RW Certification)

#### F. GEOTECHNICAL

|                      |                                                                                                                                                                           |
|----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Required?            | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                       |
| Responsible Party    | <input checked="" type="checkbox"/> LPA <input type="checkbox"/> ODOT                                                                                                     |
| Tasks                | <input checked="" type="checkbox"/> Borings <input type="checkbox"/> Laboratory Testing <input type="checkbox"/> Sulfate Testing <input checked="" type="checkbox"/> GB-1 |
| Submittals           | <input checked="" type="checkbox"/> Soil Profile Sheets <input type="checkbox"/> Structure Foundation Sheets                                                              |
| Additional Comments: |                                                                                                                                                                           |

**G. PROJECT FUNDING**

Project cost estimate: \$2,914,900

Inflated to FY: 2028

Are quantity splits needed?

☐ Yes ☒ No

Is coordination with concurrent projects needed?

☒ Yes ☐ No

Funding sources:

Does the LPA intend to recover any direct labor costs?

☐ Yes ☒ No

Does the LPA intend to hire a consultant during construction (Inspection or Testing)?

☒ Yes ☐ No

Does the LPA intend to recover any Fringe and Overhead Costs associated with this project?

☐ Yes ☒ No

What Cost Recovery method does the LPA intend to utilize?

- ☒ No cost recovery of LPA's project direct labor, fringe benefits, or overhead costs.
- ☐ Direct Labor plus indirect costs determined using the Federal De Minimis Indirect Cost Rate<sup>1</sup>
- ☐ Direct Labor plus Approved Fringe Benefit Costs (fringe benefits only), plus indirect costs calculated using the Federal 15% De Minimis Indirect Cost Rate.
- ☐ 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.

Does the LPA currently have a timekeeping system in place?

☐ Yes ☒ No

If so, does that system track both payroll and project hours concurrently

☐ Yes ☒ No

If different systems, how does the LPA reconcile project hours to payroll?

How often are payroll records prepared?

The De Minimis Indirect Cost Rate is 10 percent of modified total direct costs (MTDC) per 2 CFR §200.414. Regardless of whether the LPA prepares a CAP or uses the 10-percent de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs and associated indirect costs only if such costs are accumulated, tracked, and allocated in accordance with such systems. Before an LPA is eligible to elect the de minimis 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 External Audits. To obtain this approval, LPAs will be required to complete an Internal Control Questionnaire (ICQ), and LPAs with compliant time-tracking systems will be granted approval (be prequalified) to apply the de minimis rate.

2 The De Minimis Indirect Cost Rate is 15 percent of modified total direct costs (MTDC) per 2 CFR §200.414. Regardless of whether the LPA prepares a CAP or uses the 15-percent de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs and associated indirect costs only if such costs are accumulated, tracked, and allocated in accordance with such systems. Before an LPA is eligible to elect the de minimis 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 External Audits. To obtain this approval, LPAs will be required to complete an Internal Control Questionnaire (ICQ), and LPAs with compliant time-tracking systems will be granted approval (be prequalified) to apply the de minimis rate.

3 Annually, the LPA shall submit an updated rate for review and approval by the ODOT Office of External Audits.

**H. PROJECT SCHEDULE**

| Milestone                                                  | LPA Draft Schedule | Field Review Schedule |
|------------------------------------------------------------|--------------------|-----------------------|
| Project Initiation Package (N/A for projects < \$20M)      | N/A                | NA                    |
| Consultant Authorization                                   | 11/1/2025          | 11/1/2025             |
| Survey                                                     | 1/2/2026           | 1/2/2026              |
| Geotechnical                                               | 1/2/2026           | 1/2/2026              |
| Feasibility Study Submitted                                | N/A                | NA                    |
| Alternative Evaluation Report Submitted                    | N/A                | NA                    |
| Begin Planning Phase (Footprint Submitted)                 | N/A                | NA                    |
| Stage 1 Submitted                                          | 4/1/2026           | 4/6/2026              |
| NEPA Start                                                 | 3/1/2026           | 4/7/2026              |
| Stage 2 Submitted                                          | 8/1/2026           | 8/3/2026              |
| Preliminary R/W Plans Submitted                            | 9/1/2026           | 8/3/2026              |
| Compliance R/W Plans Submitted                             | 10/15/2026         | 9/14/2026             |
| Waterway Permit Determination Submitted- (30-day review)   | N/A                | NA                    |
| Waterway Permit Determination Complete                     | N/A                | NA                    |
| Environmental Approval                                     | 12/1/2026          | 12/4/2026             |
| 404/401 Permits Submitted to Agencies- (6-18-month review) | N/A                | NA                    |
| 404/401 Permits Received from Agencies                     | N/A                | NA                    |
| Stage 3 Submitted                                          | 1/1/2027           | 4/1/2027              |
| R/W Acquisition Complete                                   | 7/1/2027           | 7/2/2027              |
| Final R/W Plans Approved                                   | 12/1/2026          | 12/7/2026             |
| PS&E Submitted to District                                 | 9/1/2027           | 9/7/2027              |
| LPA R/W Certification                                      | 8/1/2027           | 8/2/2027              |
| ODOT R/W Certification                                     | 10/1/2027          | 9/24/2027             |
| Plan Package Received in Central Office                    | 10/1/2027          | 10/4/2027             |
| Sale                                                       | 1/1/2028           | 1/10/2028             |
| Award                                                      | 2/5/2028           | 3/6/2028              |
| Begin Construction                                         | 5/15/2028          | 5/15/2028             |
| End Construction                                           | 8/15/2028          | 9/1/2028              |

1. Assume a 30 day review period for all submissions. Submittal recipients will be outlined in post field review meeting minutes.
2. Allow 1 month between PS&E and plan package to CO
3. Allow 6 weeks between plan package and sale
4. Allow 4 weeks between sale and award

**I. ROLES & RESPONSIBILITIES**

| Task                               | Responsible Party        |
|------------------------------------|--------------------------|
| Proposal/Specification Development | LPA                      |
| Environmental Studies & Document   | ODOT                     |
| Construction Plan Development      | Consultant               |
| R/W Plan Development               | Consultant               |
| R/W Acquisition/Appraisals         | LPA/LPA RW Consultant(s) |
| Utility Relocation                 | Consultant               |
| LPA Agreement                      | ODOT                     |
| Advertising & Award of Contract    | LPA                      |
| Construction Inspection            | Consultant               |

**J. ENVIRONMENTAL**

| Task                                                                                                                                                                                                                       | Task#                    | Required                            | Preparer        | Comments                                         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|-----------------|--------------------------------------------------|
| <b>Environmental Document and PDP</b>                                                                                                                                                                                      |                          |                                     |                 |                                                  |
| <b>CE Level: C2</b>                                                                                                                                                                                                        | <b>3.5.A</b>             | <input checked="" type="checkbox"/> | <b>ODOT</b>     |                                                  |
| <b>Include all mapping</b>                                                                                                                                                                                                 |                          |                                     |                 |                                                  |
| <b>Purpose and Need Statement (D1+)</b>                                                                                                                                                                                    | <b>1.3.G</b>             | <input type="checkbox"/>            | Choose an item. |                                                  |
| <b>Feasibility Study (D1+)</b>                                                                                                                                                                                             |                          | <input type="checkbox"/>            | Choose an item. |                                                  |
| <b>Cultural Resources – Any work outside existing r/w, known listings or eligible for listing on the National Register of Historic Places), historic district.</b>                                                         |                          |                                     |                 |                                                  |
| <b>Section 106 Scoping Request</b>                                                                                                                                                                                         | <b>2.2.B</b>             | <input checked="" type="checkbox"/> | <b>ODOT</b>     | <b>Required for new R/W – nothing of concern</b> |
| <b>Consulting Party Invitations/Coordination</b>                                                                                                                                                                           |                          |                                     |                 |                                                  |
| <b>Cultural Resource Phase I (HA/AR)</b>                                                                                                                                                                                   | <b>2.2.B/3.1.A</b>       | <input type="checkbox"/>            | Choose an item. |                                                  |
| <b>Cultural Resource Phase II (HA/AR)</b>                                                                                                                                                                                  | <b>3.1.A/3.1.B</b>       | <input type="checkbox"/>            | Choose an item. |                                                  |
| <b>Cultural Resources 4(f)</b>                                                                                                                                                                                             |                          | <input type="checkbox"/>            | Choose an item. |                                                  |
| <b>Determination of Effects Report</b>                                                                                                                                                                                     |                          | <input type="checkbox"/>            | Choose an item. |                                                  |
| <b>Section 4(f)/6(f) – Any work in/near a recreational area, park bike path, playground, sports field, wildlife refuge, etc. their driveways or connection into an existing path?</b>                                      |                          |                                     |                 |                                                  |
| <b>OWJ Letters</b>                                                                                                                                                                                                         | <b>2.2.F &amp; 3.1.C</b> | <input checked="" type="checkbox"/> | Choose an item. | <b>n/a</b>                                       |
| <b>Section 4(f)/6(f) DRF</b>                                                                                                                                                                                               | <b>2.2.F &amp; 3.1.C</b> | <input type="checkbox"/>            | Choose an item. |                                                  |
| <b>Water Trails Coordination Form</b>                                                                                                                                                                                      |                          | <input type="checkbox"/>            | Choose an item. |                                                  |
| <b>Ecological – Any work below the Ordinary High Water Mark (OHWM) of a stream/ditch, in a wetland, off existing pavement within the Oak Openings Region, cutting of trees 3 inches in diameter and 13 feet tall, etc.</b> |                          |                                     |                 |                                                  |
| <b>Ecological Survey Level: Exempt Form</b>                                                                                                                                                                                | <b>2.2.C</b>             | <input checked="" type="checkbox"/> | <b>ODOT</b>     |                                                  |
| <b>Mussel Survey</b>                                                                                                                                                                                                       | <b>3.1.Q</b>             | <input type="checkbox"/>            | Choose an item. |                                                  |
| <b>ODNR Coastal Zone</b>                                                                                                                                                                                                   |                          | <input type="checkbox"/>            | Choose an item. |                                                  |
| <b>Purple or Yellow Catchment Area</b>                                                                                                                                                                                     |                          | <input type="checkbox"/>            | Choose an item. |                                                  |
| <b>Scenic River Tier V Coordination</b>                                                                                                                                                                                    | <b>2.2.C</b>             | <input type="checkbox"/>            | Choose an item. |                                                  |
| <b>Scenic River Field Review Form (Tier I-IV)</b>                                                                                                                                                                          | <b>2.2.C</b>             | <input type="checkbox"/>            | Choose an item. |                                                  |
| <b>Oak Openings Plant Survey</b>                                                                                                                                                                                           |                          | <input type="checkbox"/>            | Choose an item. |                                                  |
| <b>Instream Work Restrictions</b>                                                                                                                                                                                          |                          | <input type="checkbox"/>            | Choose an item. |                                                  |

|                                                                                                                                                                                                                                                                                |                |                                     |                 |                            |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-------------------------------------|-----------------|----------------------------|
| <b>Shore Structure Permit (changing shoreline)</b>                                                                                                                                                                                                                             |                | <input type="checkbox"/>            | Choose an item. |                            |
| <b>Submerged Land Lease (beyond natural shoreline)</b>                                                                                                                                                                                                                         |                | <input type="checkbox"/>            | Choose an item. |                            |
| <b>Waterway Permitting</b> – Any work below the Ordinary High Water Mark (OHWM) of a stream/ditch, in a wetland, bridge work in, over, or under a navigable waterway.                                                                                                          |                |                                     |                 |                            |
| <b>Waterway Permit Determination</b>                                                                                                                                                                                                                                           | <b>3.1.M</b>   | <input type="checkbox"/>            | Choose an item. | <b>n/a</b>                 |
| <b>Section 9/Section 10/Section 408</b>                                                                                                                                                                                                                                        | <b>3.1.M</b>   | <input type="checkbox"/>            | Choose an item. |                            |
| <b>404 NWP/RGP USACE</b>                                                                                                                                                                                                                                                       | <b>3.1.M</b>   | <input type="checkbox"/>            | Choose an item. |                            |
| <b>404 PCN to USACE</b>                                                                                                                                                                                                                                                        | <b>3.1.M</b>   | <input type="checkbox"/>            | Choose an item. |                            |
| <b>404/401 Individual Permit USACE</b>                                                                                                                                                                                                                                         | <b>3.1.M</b>   | <input type="checkbox"/>            | Choose an item. |                            |
| <b>OEPA Directors Authorization</b>                                                                                                                                                                                                                                            | <b>3.1.M</b>   | <input type="checkbox"/>            | Choose an item. |                            |
| <b>Isolated Wetland Permit to OEPA</b>                                                                                                                                                                                                                                         | <b>3.1.M</b>   | <input type="checkbox"/>            | Choose an item. |                            |
| <b>Coast Guard Coordination</b>                                                                                                                                                                                                                                                | <b>3.1.M</b>   | <input type="checkbox"/>            | Choose an item. |                            |
| <b>Purchase Stream/Wetland Mitigation</b>                                                                                                                                                                                                                                      |                | <input type="checkbox"/>            | Choose an item. |                            |
| <b>Floodplain</b> – Any work within a FEMA mapped floodplain requires a coordination email to Jorey and all required L&D Forms required prior to plans are sent to CO.                                                                                                         |                |                                     |                 |                            |
| <b>Floodplain Coordination</b>                                                                                                                                                                                                                                                 | <b>2.3.H.A</b> | <input type="checkbox"/>            | Choose an item. | <b>Not in a floodplain</b> |
| <b>Statement of Findings</b>                                                                                                                                                                                                                                                   |                | <input type="checkbox"/>            | Choose an item. |                            |
| <b>Drinking Water Protection</b> – If the project is within a drinking water protection zone, a plan note will be provided by ODOT. If in a public supply area, coordination may be required with the owner before the env doc can be approved.                                |                |                                     |                 |                            |
| <b>Drinking Water Coordination</b>                                                                                                                                                                                                                                             | <b>3.5.A</b>   | <input type="checkbox"/>            | Choose an item. | <b>n/a</b>                 |
| <b>Farmland</b> – Not required for urbanized area (red) on USGS quad map or Census map. Required for bridge replacement with 3 acres or more r/w, widening with strip r/w of 10 acres or more per linear mile, and intersection improvements requiring r/w of 3 or more acres. |                |                                     |                 |                            |
| <b>Farmland Screening or FCIR</b>                                                                                                                                                                                                                                              | <b>3.1.E</b>   | <input type="checkbox"/>            | Choose an item. | <b>n/a</b>                 |
| <b>Public Involvement</b> – Includes property owner, tenant, stake holders, emergency services, and schools. Additional PI in different methods needed for UP areas. Property owners and tenants (property address) when there is a building on it.                            |                |                                     |                 |                            |
| <b>Local Festivals or Events</b>                                                                                                                                                                                                                                               |                | <input type="checkbox"/>            | Choose an item. |                            |
| <b>Letter/email to Fire, Police, EMS, Schools, Hospital, etc. (Full closures OR lane restrictions near facilities)</b>                                                                                                                                                         | <b>2.6.A</b>   | <input checked="" type="checkbox"/> | <b>LPA</b>      | <b>Required for detour</b> |
| <b>Letters – property owners, tenants, stakeholders (new R/W or closures)</b>                                                                                                                                                                                                  | <b>2.2A</b>    | <input checked="" type="checkbox"/> | <b>LPA</b>      | <b>Required for detour</b> |
| <b>Public Engagement Plan (Path 3 and D1+)</b>                                                                                                                                                                                                                                 | <b>2.6.A</b>   | <input type="checkbox"/>            | Choose an item. |                            |
| <b>Press Release (Path 3)</b>                                                                                                                                                                                                                                                  | <b>2.2.A</b>   | <input type="checkbox"/>            | Choose an item. |                            |

|                                                                                                                                                                                                                              |                                      |                                     |                 |                                                                   |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|-------------------------------------|-----------------|-------------------------------------------------------------------|
| <b>Paid Advertisement (Path 3)</b>                                                                                                                                                                                           | <b>2.6.A</b>                         | <input type="checkbox"/>            | Choose an item. |                                                                   |
| <b>Public Meeting (Path 3)</b>                                                                                                                                                                                               | <b>2.6.A</b>                         | <input type="checkbox"/>            | Choose an item. | <b>City will hold after NEPA approval</b>                         |
| <b>Public Hearing (EA/EIS)</b>                                                                                                                                                                                               | <b>2.6.A</b>                         | <input type="checkbox"/>            | Choose an item. |                                                                   |
| <b>Regulated Materials Review – Any work outside existing r/w and/or 6 feet or more below the existing ground surface, such as storm/sanitary sewer work, waterlines, signal poles, catch basins, bridge abutments, etc.</b> |                                      |                                     |                 |                                                                   |
| <b>RMR Screening (all projects)</b>                                                                                                                                                                                          | <b>2.2.D</b>                         | <input checked="" type="checkbox"/> | <b>ODOT</b>     | <b>Required for new R/W – nothing of concern</b>                  |
| <b>RMR Assessment (Phase I ESA)</b>                                                                                                                                                                                          | <b>3.1.D</b>                         | <input type="checkbox"/>            | Choose an item. |                                                                   |
| <b>RMR Investigation (Phase II ESA)</b>                                                                                                                                                                                      | <b>3.1.O</b>                         | <input type="checkbox"/>            | Choose an item. |                                                                   |
| <b>Noise and Air – Any work moving travel lanes closer to noise receptors, adding capacity</b>                                                                                                                               |                                      |                                     |                 |                                                                   |
| <b>Noise Ordinances/Waivers</b>                                                                                                                                                                                              |                                      | <input type="checkbox"/>            | Choose an item. | <b>Follow own ordinances, and put those notes in plans</b>        |
| <b>Noise Analysis</b>                                                                                                                                                                                                        | <b>2.2.G &amp; 2.2.H &amp; 3.1.J</b> | <input type="checkbox"/>            | Choose an item. |                                                                   |
| <b>Air Analysis (typically MSAT)</b>                                                                                                                                                                                         | <b>3.1.P</b>                         | <input type="checkbox"/>            | Choose an item. |                                                                   |
| <b>Other</b>                                                                                                                                                                                                                 |                                      |                                     |                 |                                                                   |
| <b>Asbestos Inspection</b>                                                                                                                                                                                                   | <b>NA</b>                            | <input type="checkbox"/>            | Choose an item. |                                                                   |
| <b>NPDES – Post Construction BMPs (required for all projects with 1 acre or more of earth disturbance)</b><br><b>Ensure there is room for them in the footprint/Stage 1</b>                                                  |                                      | <input checked="" type="checkbox"/> | <b>ODOT</b>     | <b>NOI and post construction BMPs required if EDA is over 1ac</b> |

Note: Provide a footprint of proposed and existing right of way limits as soon as available to District Env. Coordinator and District Real Estate Administrator.

Caution: Environmental needs to be clear prior to the beginning of right of way acquisition. A Local, utilizing their own monies, assumes many risks by proceeding with acquisition prior to environmental being cleared. These risks include purchasing r/w that may never be used for the project and purchasing a site that contains the need for a hazardous waste cleanup.

9a.



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

December 1, 2025

To: The Mayor and Members of Sylvania City Council

Re: **Silvertown Drive Waterline Improvements & Resurfacing – Change Order No. 1 (Final)**

Dear Mr. Mayor and Council Members:

Ohio Excavating & Sewer Contractors Corp. has completed the waterline replacement and asphalt resurfacing work on Silvertown Drive. As a reminder, this project's scope of work included the replacement of over 3,300 feet of 8" waterline between Monroe Street and Alexis Road and the milling and resurfacing of over 10,300 square feet of asphalt pavement.

Now that all work items have been completed, the Service Department is requesting a project change order to adjust the final contract price. A brief summary of a few of the items is provided below:

- Item 150 – Existing base pavement was in good shape resulting in no repair work (-\$52,000.00).
- Item 170 – Waterline trench width less than designed using less asphalt material (-\$43,323.75).
- Item 200 – Larger surface course resurfacing footprint performed than designed (\$11,076.00).
- Item 210 – Less concrete driveway replacement area than anticipated (-\$12,707.50).
- Item 510 – More asphalt driveway replacement area than anticipated (\$18,500.00).

As a result, a final project change order in the amount of \$80,625.75 is necessary to decrease the contract amount from \$939,320.75 to \$858,695.00. With this decrease the total construction cost was approximately 8.6% under the original contract amount.

We recommend approval of Change Order No. 1 (Final) with Ohio Excavating & Sewer Contractors Corp. Please call with any questions.

Sincerely,

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

9b.

**ORDINANCE NO. 137-2025**

**AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO APPROVE CHANGE ORDER NO. 1 (FINAL) TO THIS CITY'S AGREEMENT WITH OHIO EXCAVATING & SEWER CONTRACTORS CORP. FOR THE SILVERTOWN DRIVE WATERLINE IMPROVEMENTS & RESURFACING PROJECT; DECREASING THE CONTRACT AMOUNT BY \$80,625.75; AND DECLARING AN EMERGENCY.**

WHEREAS, Ordinance No. 32-2025, passed March 3, 2025, accepted the bid of Ohio Excavating and Sewer Contractors Corporation and awarded the contract for the Silvertown Drive Waterline Improvements & Resurfacing Project to same, which bid was in the amount of \$939,320.75; and,

WHEREAS, the project is now complete and a change order is necessary to adjust the final contract price based on the installed quantities; and,

WHEREAS, the Director of Public Service, by report dated December 1, 2025, has recommended acceptance of Change Order No. 1 (Final) of Ohio Excavating and Sewer Contractors Corporation for said Silvertown Drive Waterline Improvements & Resurfacing Project to reflect a reduction in the installed quantities and actual work performed in the amount of \$80,625.75, for a final contract amount of \$858,695.00; and,

WHEREAS, the final installed quantities resulted in a net decrease to the contract in the amount of Eighty Thousand Six Hundred Twenty-Five and 75/100 Dollars (\$80,625.75), for a total contract amount of \$858,695.00.

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 decreasing the contract amount by the sum of Eighty Thousand Six Hundred Twenty-Five and 75/100 Dollars (\$80,625.75) 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 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 3. 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 actual work 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 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.

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



# City of Sylvania, OH

## Change Order Details

Silvertown Waterline Improvements & Resurfacing 2025

### Description

The resurfacing of Silvertown Drive from Alexis Road (SR 184) to Monroe Street (SR 51) and full water main replacement within the right of way.

ORDINANCE NUMBER: #32-2025

PO NUMBER: 67772

### Prime Contractor

OHIO EXCAVATING & SEWER CONTRACTORS CORP.

9339 W Bancroft St

Holland, OH 43528

### Change Order

1

### Status

Pending

### Date Created

11/21/2025

### Type

Final Quantities (Balancing)

### Summary

Change Order 1 (Final)

### Change Order Description

Balancing and Additional Items

### Awarded Project Amount

\$939,320.75

### Authorized Project Amount

\$939,320.75

### Change Order Amount

-\$80,625.75

### Revised Project Amount

\$858,695.00

Change Order Details:

Silvertown Waterline Improvements & Resurfacing 2025

11/21/2025

Page 1 of 8

## Increases/Decreases

| Line Number                                                             | Item ID   | Unit | Unit Price  | Current  |            | Change   |             | Revised  |            |
|-------------------------------------------------------------------------|-----------|------|-------------|----------|------------|----------|-------------|----------|------------|
|                                                                         |           |      |             | Quantity | Amount     | Quantity | Amount      | Quantity | Amount     |
| Section: 1 - Description                                                |           |      |             |          |            |          |             |          |            |
| 0030                                                                    | 202E32000 | FT   | \$10.000    | 333.000  | \$3,330.00 | -101.500 | -\$1,015.00 | 231.500  | \$2,315.00 |
| CURB REMOVED                                                            |           |      |             |          |            |          |             |          |            |
| Reason: Balancing Change Order                                          |           |      |             |          |            |          |             |          |            |
| 0060                                                                    | 611E99654 | EA   | \$600.000   | 4.000    | \$2,400.00 | 1.000    | \$600.00    | 5.000    | \$3,000.00 |
| MANHOLE ADJUSTED TO GRADE                                               |           |      |             |          |            |          |             |          |            |
| Reason: Additional structures adkjusted to grade no identified in plan. |           |      |             |          |            |          |             |          |            |
| 0090                                                                    | 659E14000 | SY   | \$4.000     | 24.000   | \$96.00    | -24.000  | -\$96.00    | 0.000    | \$0.00     |
| REPAIR SEEDING AND MULCHING                                             |           |      |             |          |            |          |             |          |            |
| Reason: Non-perform                                                     |           |      |             |          |            |          |             |          |            |
| 0100                                                                    | 659E15000 | SY   | \$4.000     | 24.000   | \$96.00    | -24.000  | -\$96.00    | 0.000    | \$0.00     |
| INTER-SEEDING                                                           |           |      |             |          |            |          |             |          |            |
| Reason: Non-perform                                                     |           |      |             |          |            |          |             |          |            |
| 0120                                                                    | 659E31000 | ACRE | \$1,000.000 | 0.100    | \$100.00   | -0.100   | -\$100.00   | 0.000    | \$0.00     |
| LIME                                                                    |           |      |             |          |            |          |             |          |            |

Change Order Details:

Silvertown Waterline Improvements & Resurfacing 2025

11/21/2025

Page 2 of 8

| Line Number                                                     | Item ID   | Unit | Unit Price | Quantity  | Current Amount | Quantity | Change Amount | Quantity   | Revised Amount |
|-----------------------------------------------------------------|-----------|------|------------|-----------|----------------|----------|---------------|------------|----------------|
| <b>Reason: Non-perform</b>                                      |           |      |            |           |                |          |               |            |                |
| 0130                                                            | 659E35000 | MGAL | \$20.000   | 3.000     | \$60.00        | -3.000   | -\$60.00      | 0.000      | \$0.00         |
| WATER                                                           |           |      |            |           |                |          |               |            |                |
| <b>Reason: Non-perform</b>                                      |           |      |            |           |                |          |               |            |                |
| 0150                                                            | 253E01000 | SY   | \$65.000   | 800.000   | \$52,000.00    | -800.000 | -\$52,000.00  | 0.000      | \$0.00         |
| PAVEMENT REPAIR (CONTINGENCY)                                   |           |      |            |           |                |          |               |            |                |
| <b>Reason: Non-perform</b>                                      |           |      |            |           |                |          |               |            |                |
| 0160                                                            | 254E01000 | SY   | \$3.250    | 9,657.000 | \$31,385.25    | 710.000  | \$2,307.50    | 10,367.000 | \$33,692.75    |
| PAVEMENT PLANING, ASPHALT CONCRETE                              |           |      |            |           |                |          |               |            |                |
| <b>Reason: Additional milling for Trellis Way and Bilby Way</b> |           |      |            |           |                |          |               |            |                |
| 0170                                                            | 301E56000 | CY   | \$375.000  | 357.000   | \$133,875.00   | -115.530 | -\$43,323.75  | 241.470    | \$90,551.25    |
| ASPHALT CONCRETE BASE, PG64-22, (449)                           |           |      |            |           |                |          |               |            |                |
| <b>Reason: Balancing Change Order</b>                           |           |      |            |           |                |          |               |            |                |
| 0180                                                            | 304E20000 | CY   | \$70.000   | 34.000    | \$2,380.00     | -6.800   | -\$476.00     | 27.200     | \$1,904.00     |
| 4" AGGREGATE BASE, (DRIVEWAY REPLACEMENT)                       |           |      |            |           |                |          |               |            |                |
| <b>Reason: Balancing Change Order</b>                           |           |      |            |           |                |          |               |            |                |

Change Order Details:

Silvertown Waterline Improvements & Resurfacing 2025

11/21/2025

Page 3 of 8

| Line Number                                                                             | Item ID   | Unit | Unit Price | Current  |             | Change   |              | Revised  |              |
|-----------------------------------------------------------------------------------------|-----------|------|------------|----------|-------------|----------|--------------|----------|--------------|
|                                                                                         |           |      |            | Quantity | Amount      | Quantity | Amount       | Quantity | Amount       |
| 0200                                                                                    | 441E70000 | CY   | \$200.000  | 492.000  | \$98,400.00 | 55.380   | \$11,076.00  | 547.380  | \$109,476.00 |
| ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (449), PG64-22                                 |           |      |            |          |             |          |              |          |              |
| <b>Reason:</b> Additional asphalt for resurfacing portions of Trellis Way and Bilby Way |           |      |            |          |             |          |              |          |              |
| 0210                                                                                    | 452E10050 | SY   | \$85.000   | 302.000  | \$25,670.00 | -149.500 | -\$12,707.50 | 152.500  | \$12,962.50  |
| 6" NON-REINFORCED CONCRETE PAVEMENT, CLASS QC MS, (DRIVEWAY REPLACEMENT)                |           |      |            |          |             |          |              |          |              |
| <b>Reason:</b> Balancing Change Order                                                   |           |      |            |          |             |          |              |          |              |
| 0220                                                                                    | 609E26000 | FT   | \$40.000   | 333.000  | \$13,320.00 | -101.500 | -\$4,060.00  | 231.500  | \$9,260.00   |
| CURB, TYPE 6                                                                            |           |      |            |          |             |          |              |          |              |
| <b>Reason:</b> Balancing Change Order                                                   |           |      |            |          |             |          |              |          |              |
| 0230                                                                                    | 202E75610 | EA   | \$150.000  | 11.000   | \$1,650.00  | 1.000    | \$150.00     | 12.000   | \$1,800.00   |
| VALVE BOX REMOVED                                                                       |           |      |            |          |             |          |              |          |              |
| <b>Reason:</b> Additional quantity for item not shown in plan.                          |           |      |            |          |             |          |              |          |              |
| 0240                                                                                    | 638E10800 | EA   | \$100.000  | 5.000    | \$500.00    | 12.000   | \$1,200.00   | 17.000   | \$1,700.00   |
| VALVE BOX ADJUSTED TO GRADE                                                             |           |      |            |          |             |          |              |          |              |
| <b>Reason:</b> Additional quantity for item not shown in plan.                          |           |      |            |          |             |          |              |          |              |
| 0270                                                                                    | 638       | EA   | \$600.000  | 2.000    | \$1,200.00  | -2.000   | -\$1,200.00  | 0.000    | \$0.00       |
| 8"~11.25 DEG M.J. BEND                                                                  |           |      |            |          |             |          |              |          |              |

Change Order Details:

| Line Number                                                                                                            | Item ID   | Unit | Unit Price  | Quantity  | Current Amount | Quantity | Change Amount | Quantity  | Revised Amount |
|------------------------------------------------------------------------------------------------------------------------|-----------|------|-------------|-----------|----------------|----------|---------------|-----------|----------------|
| <b>Reason: Non-perform</b>                                                                                             |           |      |             |           |                |          |               |           |                |
| 0280                                                                                                                   | 638       | EA   | \$600.000   | 2.000     | \$1,200.00     | -2.000   | -\$1,200.00   | 0.000     | \$0.00         |
| 8"~11.25 DEG M.J. BEND (CONTINGENCY)                                                                                   |           |      |             |           |                |          |               |           |                |
| <b>Reason: Non-perform</b>                                                                                             |           |      |             |           |                |          |               |           |                |
| 0310                                                                                                                   | 638       | FT   | \$100.000   | 3,414.000 | \$341,400.00   | -54.500  | -\$5,450.00   | 3,359.500 | \$335,950.00   |
| 8" WATER MAIN, DUCTILE IRON PIPE, ANSI CLASS 54 OR 8" WATER MAIN POLYVINYL CHLORIDE PIPE AND FITTINGS, AWWA C900, DR18 |           |      |             |           |                |          |               |           |                |
| <b>Reason: Balancing Change Order</b>                                                                                  |           |      |             |           |                |          |               |           |                |
| 0360                                                                                                                   | 638       | EA   | \$200.000   | 17.000    | \$3,400.00     | -16.000  | -\$3,200.00   | 1.000     | \$200.00       |
| 8" M.J. PLUG                                                                                                           |           |      |             |           |                |          |               |           |                |
| <b>Reason: Balancing Change Order</b>                                                                                  |           |      |             |           |                |          |               |           |                |
| 0390                                                                                                                   | 638       | EA   | \$1,200.000 | 28.000    | \$33,600.00    | 3.000    | \$3,600.00    | 31.000    | \$37,200.00    |
| LONG WATER SERVICE                                                                                                     |           |      |             |           |                |          |               |           |                |
| <b>Reason: Additional water connections required.</b>                                                                  |           |      |             |           |                |          |               |           |                |
| 0400                                                                                                                   | 630E85100 | EA   | \$75.000    | 9.000     | \$675.00       | -9.000   | -\$675.00     | 0.000     | \$0.00         |
| REMOVAL OF GROUND MOUNTED SIGN AND REERECTION                                                                          |           |      |             |           |                |          |               |           |                |
| <b>Reason: Non-perform</b>                                                                                             |           |      |             |           |                |          |               |           |                |

Change Order Details:

Silvertown Waterline Improvements & Resurfacing 2025

11/21/2025

Page 5 of 8

| Line Number                                                                          | Item ID   | Unit | Unit Price   | Quantity | Current Amount | Quantity | Change Quantity | Change Amount | Revised Quantity | Revised Amount |
|--------------------------------------------------------------------------------------|-----------|------|--------------|----------|----------------|----------|-----------------|---------------|------------------|----------------|
| 0450                                                                                 | 616E10000 | MGAL | \$10.000     | 10.000   | \$100.00       | -10.000  |                 | -\$100.00     | 0.000            | \$0.00         |
| WATER                                                                                |           |      |              |          |                |          |                 |               |                  |                |
| Reason: Non-perform                                                                  |           |      |              |          |                |          |                 |               |                  |                |
| 0480                                                                                 | 624E10000 | LUMP | \$10,000.000 | 1.000    | \$10,000.00    | 0.100    |                 | \$1,000.00    | 1.100            | \$11,000.00    |
| MOBILIZATION                                                                         |           |      |              |          |                |          |                 |               |                  |                |
| Reason: Additional \$1000 mobilization charge to mill for Trellis Way and Bilby Way. |           |      |              |          |                |          |                 |               |                  |                |
| 23 items                                                                             | Totals    |      |              |          | \$756,837.25   |          |                 | -\$105,825.75 |                  | \$651,011.50   |

### New Items

| Line Number                                                                                                          | Item ID      | Unit | Unit Price | Quantity | Unit Price  | Extension   |
|----------------------------------------------------------------------------------------------------------------------|--------------|------|------------|----------|-------------|-------------|
| Section: 1 - Description                                                                                             |              |      |            |          |             |             |
| 0500                                                                                                                 | 209E80050    | EACH |            | 4.000    | \$1,250.000 | \$5,000.00  |
| GRADING DRIVE APPROACHES                                                                                             |              |      |            |          |             |             |
| Reason: Additional excavation and stone needed to grade asphalt driveway approaches.                                 |              |      |            |          |             |             |
| 0510                                                                                                                 | 2303-9093010 | SY   |            | 92.500   | \$200.000   | \$18,500.00 |
| HOT MIX ASPHALT, DRIVEWAY                                                                                            |              |      |            |          |             |             |
| Reason: Asphalt used for the repair of driveways that were otherwise unable to be repaired with concrete approaches. |              |      |            |          |             |             |

| Line Number                                                       | Item ID   | Unit | Quantity | Unit Price         | Extension  |
|-------------------------------------------------------------------|-----------|------|----------|--------------------|------------|
| 0520                                                              | 638E07608 | EACH | 2.000    | \$250.000          | \$500.00   |
| VALVE BOX                                                         |           |      |          |                    |            |
| <b>Reason:</b> Provide and install new valve box top and lid.     |           |      |          |                    |            |
| 0530                                                              | 638E00000 | EACH | 2.000    | \$600.000          | \$1,200.00 |
| 8"~45 DEG M.J. BEND                                               |           |      |          |                    |            |
| <b>Reason:</b> Bend needed to maneuver around existing utilities. |           |      |          |                    |            |
| 4 items                                                           |           |      |          | Total: \$25,200.00 |            |

RECOMMENDED FOR APPROVAL BY:

Joseph L. Shaw, P.E., P.S., Public Service Director:  (Signature) 11-24-2025 (Date)

REVIEWED BY:

Eric M. Barnes, P.E., S.J., Deputy Public Service Director:  (Signature) 11-24-2025 (Date)

Contractor

Jason H. Reitenwald (Name)  
Jason H. Reitenwald (Signature) 11-21-25 (Date)

The proposal is hereby approved.

Mark R. Frye, Mayor: \_\_\_\_\_ (Signature) \_\_\_\_\_ (Date)

The proposal is hereby approved.

Toby Schroyer, Finance Director: \_\_\_\_\_ (Signature) \_\_\_\_\_ (Date)



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

December 1, 2025

To: The Mayor and Members of Sylvania City Council

Re: **Letters of Interest (LOI) for Design Engineering Services  
(Main Street & Convent Boulevard Roundabout) – LUC-CR 1572-8.10 (PID 122731)**

Dear Mr. Mayor and Council Members:

On July 15, 2024 City Council authorized the Service Department to submit a grant application for funding consideration in the July 2024 solicitation for eligible projects in the Surface Transportation Block Grant (STBG) Program administered by the Toledo Metropolitan Area Council of Governments (Res. 8-2024).

The Service Department was notified in October 2024 our application for a single-lane roundabout improvement project at the intersection of Main Street and Convent Boulevard was successful. The project will also fully reconstruct Main Street from just south of Ravine Drive to Ravine Place and Convent Boulevard from the railroad tracks to Main Street. The total cost of the project was \$2,433,581 and we received \$500,000 in construction funding assistance.

The next 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 fee negotiations with the goal of having a consultant ready to initiate work by February 2026. Construction is scheduled for 2029.

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



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

December 1, 2025

To: The Mayor and Members of Sylvania City Council

Re: **Convent Boulevard & Little Road Resurfacing Project (2026)**

Dear Mr. Mayor and Council Members:

The construction plans and cost estimate for the above referenced project have been completed by the design engineer and the Service Department is ready to publicly advertise the project for sale.

The scope of work includes resurfacing Convent Boulevard from Whispering Oak Drive to the railroad tracks and Little Road between Palisades Drive and Erie Street. The resurfacing work will consist of a two-course milling and replacement including all necessary pavement repairs below the milled surface.

The estimated construction cost is \$737,240 of which \$195,001 (26.5%) is from an Ohio Public Works Commission (OPWC) grant. The remaining \$542,239 (73.5%) will be locally funded. This project was programmed into the 2026 budget and will be funded from the capital improvement account 401-7610-53604.

The Service Department will advertise for bids beginning on December 29, 2025 with a bid opening scheduled for January 19, 2026. Construction will occur in the Summer of 2026 while school is out of session.

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

Sincerely,

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

**RESOLUTION NO. 20-2025****RE-APPOINTING MATTHEW J. SNELL TO THE ZONING BOARD OF APPEALS FOR A TERM EXPIRING DECEMBER 31, 2028; AND DECLARING AN EMERGENCY.**

WHEREAS, Sylvania Codified Ordinance Section 1105.01 mandates that Council should appoint, by resolution, vacancies on the Zoning Board of Appeals; and,

WHEREAS, Resolution No. 19-2019, passed by Sylvania City Council on November 18, 2019, appointed Matthew J. Snell to the Zoning Board of Appeals for a term expiring December 31, 2022; and,

WHEREAS, Resolution No. 22-2022, passed by Sylvania City Council on December 19, 2022, re-appointed Matthew J. Snell to the Zoning Board of Appeals for a term expiring December 31, 2025; and,

WHEREAS, the Chairman of the Employee and Community Relations Committee has recommended that Matthew Snell be re-appointed for a term on the Zoning Board of Appeals expiring December 31, 2028.

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

**SECTION 1.** That Matthew J. Snell is hereby re-appointed to the Zoning Board of Appeals for a term commencing January 1, 2026 and expiring on December 31, 2028.

**SECTION 2.** That the Clerk of Council be, and she hereby is, directed to certify a copy of this Resolution to the Secretary of the Zoning Board of Appeals.

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

**SECTION 4.** 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 5. 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 reason that the appointment to the Zoning Board of Appeals should be made immediately to provide for all of the seats of the Board to be filled. 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.

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

ATTEST:

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

APPROVED:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

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



OFFICE OF THE MAYOR, MARK R. FRYE

December 1, 2025

**TO THE MEMBERS OF SYLVANIA CITY COUNCIL:**

RE: Re-Appointment to the Sylvania Municipal Planning Commission

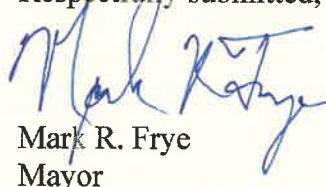
Dear Council Members:

Ms. Kathleen Fischer has expressed her interest in continuing her service on the Sylvania Municipal Planning Commission

Ms. Fischer has been a member of the Municipal Planning Commission and has demonstrated her active interest and commitment to Sylvania through her service to the community.

Therefore, I am pleased to announce the re-appointment of Kathleen Fischer to the Municipal Planning Commission for a term commencing on January 1, 2026 and expiring on December 31, 2029, and request that you confirm this appointment.

Respectfully submitted,



Mark R. Frye  
Mayor

MRF/lb