

Sylvania City Council

May 18, 2026

6:30 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. Hansen.
3. Additions to the agenda.
4. Approval of the Council meeting minutes from May 4, 2026.
5. Proposed Resolution No. 5-2026, Rejecting the initiative petition presented to the City of Sylvania on April 20, 2026.
6. Central Park & Garden Park Waterline Improvements Project (Rosewood Place)
 - a. Service Director's letter recommending approval of the proposal.
 - b. Proposed Ordinance No. 83-2026, Accepting the proposal of American Structurepoint, Inc. to provide professional engineering and surveying services relative to this project.
7. Facilities Master Planning Study
 - a. Service Director's letter recommending approval of the proposal.
 - b. Proposed Ordinance No. 84-2026, Accepting the proposal of The Collaborative to provide master planning services relative to this project.
8. Roundabout Erie St. & Monroe St./Resurfacing Work - Right-of-Way Acquisition (Parcel 8-T)
 - a. Service Director's letter recommending approval of the temporary construction easement.
 - b. Proposed Ordinance No. 85-2026, Accepting a temporary construction easement from Erik & Elaina Kenney relative to this project.
9. Streets Dept. Equipment Purchase – Brine Boss Automated Salt Brine Production System
 - a. Service Director's letter recommending approval of the purchase.
 - b. Proposed Ordinance No. 86-2026, Authorizing the Mayor and Director of Finance to accept the proposal of Kalida Truck Equipment, Inc. for the provision of a new Brine Boss Automated Salt Brine Production System.
10. Downtown Transportation Improvements Project (Phase 2) – Bid Award
 - a. Service Director's letter recommending the construction contract bid award.
 - b. Proposed Ordinance No. 87-2026, Accepting the proposal of Helms and Sons Excavating and awarding the contract for this project to same.
11. US-23/Monroe St. Interchange Improvements Project
 - a. Service Director's letter recommending approval of the proposal.
 - b. Proposed Ordinance No. 88-2026, Accepting the proposal of Tetra Tech for supplemental professional lighting design services relative to this project.

12. Green Yard Waste Drop-Off Site (Sylvania Compost) – 3rd Amendment
 - a. Service Director’s letter recommending approval of the 3rd Amendment.
 - b. Proposed Ordinance No. 89-2026, Authorizing the Mayor and Director of Finance to enter into a 3rd Amendment to the City’s Agreement with Sylvania Compost & Recycling, LLC.
13. Service Director’s letter requesting authorization to begin Letters of Interest solicitation for Design Engineering Services for the Highland View Dr./San Benito Dr./San Reno Dr. Waterline Improvements Project.
14. Letter from the Service Director requesting authorization to advertise for bids for curbside refuse and recycling service contracts.
15. Proposed Ordinance No. 90-2026, To authorize and ratify the execution of Then and Now Certificates by the Finance Director and payment of amounts due for various purchase orders.
16. MOU for Sylvania Tsp. Fire Dpt. to participate with the Sylvania Metro Special Response Team
 - a. Chief of Police’s letter recommending approval of the MOU.
 - b. Proposed Ordinance No. 91-2026, Authorizing the Mayor and the Director of Finance to enter into a mutual aid MOU on behalf of the City of Sylvania with the Sylvania Tsp. Board of Trustees for the Tactical Emergency Medical Services Team in conjunction with the Sylvania Metro Special Response Team.
17. Committee Reports
18. Committee Referrals
 - a. Scheduling of an Annexation & Zoning Committee meeting.
19. Executive Session – Personnel Matter

INFORMATION

- A. Board of Architectural Review Meeting Minutes from May 13, 2026
- B. Municipal Planning Commission Meeting Minutes from May 13, 2026

Minutes of the Meeting of Council
May 4, 2026

The Council of the City of Sylvania, Ohio met in regular session on May 4, 2026 at 6:57 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 Mrs. Westphal.

Pledge of
Allegiance.

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

Item #6 a. Proposed Ordinance No. 75-2026
Item #6 b. Proposed Resolution No. 4-2026
Item #6 c. Legislation regarding the Initiative Petition

Additions to the
agenda.

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

Approval of
amended
Agenda.

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

Mrs. Westphal presented the April 20, 2026 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 April 20, 2026 be approved as written; roll call vote being: Westphal, Richardson, Haynam, Hansen, McCann, Murphy, Stough; (7) yeas; (0) nays. The motion carried.

Approval of
April 20, 2026
Council meeting
minutes.

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

Mr. Murphy gave a brief report on the Parks & Forestry Committee meeting held this date regarding the city's Green Yard Waste Program during which the Service Director gave a presentation on several options. Option 1 – Privatization; Option 2 – the purchase of a toter only truck; and Option 3 – continuation with our current model, plus the purchase of a new truck. Mr. Murphy informed Council that the committee recommended that Option 3 was the best solution for the city at this time, but the committee did not vote on this option.

Report on Parks
& Forestry
Comm. held this
date.

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

Mrs. Westphal reported on the Committee of the Whole meeting held this date regarding proposed Ordinance No. 75-2026 and proposed Resolution 4-2026 with the Initiative Petition having been added to the committee agenda. Ms. Westphal further reported that the committee advanced proposed Ordinance No. 75-2026 and proposed Resolution 4-2026 to this evening's Council meeting. The signatures for the Initiative Petition have been submitted to the Board of Election for certification. Due to the primary elections, this certification will most likely not occur until the last week of May. Council has until May 30, 2026 to notify the Board whether it will pass, reject or amend the legislation. The committee decided to ask administration to draft legislation

Report on
C.O.W. meeting
held this date.

Minutes of the Meeting of Council
May 4, 2026

for consideration rejecting the Initiative Petition. The administration will not act on the legislation until the signatures have been certified as provided for in the charter.

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

Mr. Westphal presented and read aloud by title only, proposed amended Ordinance No. 75-2026, a written copy of same having been previously furnished to each member of Council “An ordinance affirming the City of Sylvania Police Department’s policies; requiring notice to City Council of certain policy changes and re-affirming the City of Sylvania’s commitment to community safety, professional law enforcement and non-discriminatory policing; and declaring an emergency”. Mrs. Westphal moved; Mr. McCann seconded for passage of Ordinance No. 75-2026 as an emergency measure; roll call vote being: Hansen (yes), Haynam (no), McCann (yes), Murphy (yes), Richardson (yes), Stough (yes), Westphal (yes); (6) yeas; (1) nays. The motion carried.

Amended Ordinance No. 75-2026 ”... affirming ... policy... community safety... non-discriminatory policing...”

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

Mr. Westphal presented and read aloud by title only, proposed Resolution No. 4-2026, a written copy of same having been previously furnished to each member of Council “A Resolution affirming the City of Sylvania’s commitment to respecting and valuing all people; and declaring an emergency”. Mrs. Westphal moved; Mr. Murphy seconded for passage of Resolution 4-2026 as an emergency measure; roll call vote being: McCann, Hansen, Westphal, Murphy, Haynam, Stough, Richardson; (7) yeas; (0) nays. The motion carried.

Resolution No. 4-2026 “...respecting and valuing all people ...”

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

Mrs. Westphal moved, Mr. McCann seconded to reject the Initiative Petition proposed ordinance for the City of Sylvania, Ohio titled Sylvania Resource Conservation and Equal Access Ordinance and ask the administration to prepare legislation; roll call vote being: Stough, Haynam, Hansen, Richardson, McCann, Murphy, Westphal; (7) yeas; (0) nays. The motion carried.

Motion to reject Initiative Petition.

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

Mr. Westphal presented and read aloud by title only, proposed Ordinance No. 81-2026,

Ordinance No. 81-2026 “....

Minutes of the Meeting of Council
May 4, 2026

a written copy of same having been previously furnished to each member of Council “Authorizing the Mayor and Director of Finance to enter into an agreement, on behalf of the City of Sylvania, Ohio, with the Board of Lucas County Commissioners, for the provision of public defender services to the Sylvania Municipal Court for the year 2026; and declaring an emergency”. Mrs. Westphal moved; Ms. Stough seconded for passage of Ordinance No. 81-2026 as an emergency measure; roll call being: Hansen, Richardson, Murphy, McCann, Stough, Haynam, Westphal; (7) yeas; (0) nays. The motion carried.

agreement ...
public defender
services ...”

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

Service Director’s letter recommending approval of Change Order No. 2 (Final) was placed on file. Mr. Richardson presented and read aloud by title only, proposed ordinance No. 82-2026, 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. 2 (Final) to this City’s agreement with Helms and Sons Excavating, Inc. for the Harroun Road and Ravine Drive Intersection Improvement Project; decreasing the contract amount by \$140,474.98; and declaring an emergency”. Mr. Richardson moved; Mr. McCann seconded for passage of Ordinance No. 82-2026 as an emergency measure; roll call being: Westphal, Haynam, Murphy, McCann, Stough, Hansen, Richardson; (7) yeas; (0) nays. The motion carried.

Ordinance No.
82-2026 “...
C.O. 2 (Final)...
Helms & Sons ...
Harroun &
Ravine...”

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

There are no additional committee reports

Committee
Reports

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

At the request of the committee chair, Mayor Frye moved the scheduling of an Annexation & Zoning Committee meeting to the next Council meeting on May 18, 2026.

Annexation &
Zoning
Committee
meeting schedule

Mayor Frye stated that all items have been addressed.

Mrs. Westphal moved, Mr. Murphy seconded to adjourn at 7:21 p.m. Roll call vote being: Stough, Hansen, McCann, Murphy, Richardson, Haynam, Mrs. Westphal; (7) yeas; (0) nays.

Adjournment.

Minutes of the Meeting of Council
May 4, 2026

Clerk of Council

Mayor

RESOLUTION NO. 5-2026**A RESOLUTION OF THE COUNCIL OF THE CITY OF SYLVANIA
REJECTING THE INITIATIVE PETITION PRESENTED TO THE CITY
OF SYLVANIA ON APRIL 20, 2026; AND DECLARING AN
EMERGENCY.**

WHEREAS, an initiative petition was submitted to the City of Sylvania on April 20, 2026; and,

WHEREAS, the petition was delivered to the Clerk-Auditor on April 21, 2026 and thereafter the Clerk-Auditor found the petition sufficient; and,

WHEREAS, the Article XI, Section 1.0 sets forth the procedure to be followed on the submission of an initiative petition and permits the Council to either enact, amend or reject the proposed legislation; and,

WHEREAS, Council has carefully considered the proposed initiative and the language contained therein and at the May 4, 2026 Committee of the Whole meeting recommended that the initiative petition be rejected as it has serious concerns that the language as drafted would adversely affect the interests of the citizens of the City of Sylvania in that several provisions in the proposed initiative language are contrary to applicable state and federal law and could expose the City of Sylvania to significant legal liability and potential litigation.

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

SECTION 1. That the Council of the City of Sylvania hereby rejects the initiative petition submitted to the City of Sylvania on April 20, 2026.

SECTION 2. 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 3. 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 4. 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 rejection of the initiative petition should be adopted immediately. Provided this Resolution receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2026, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date



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

May 18, 2026

To: The Mayor and Members of Sylvania City Council

Re: **Design Engineering Services Proposal – American Structurepoint, Inc.
Central Park & Garden Park Waterline Improvements Project (Rosewood Place)**

Dear Mr. Mayor and Council Members:

At the February 17, 2026 meeting City Council authorized the Service Department to request Letters of Interest (LOI's) from consultants to provide engineering services for the Central Park/Garden Park/Rosewood Place Waterline Improvements Project.

During the solicitation we received LOI's from six (6) engineering consultants. The Service Department reviewed, scored, and ranked all LOI's and selected American Structurepoint, Inc. from Cleveland, Ohio 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 American Structurepoint has prepared a proposal in the amount of \$93,738 to complete the scope of services. The proposal includes topographic surveying, preliminary engineering, detailed design services, secondary bidding assistance services, and geotechnical services.

The engineering design fees were programmed into the 2026 budget and would be funded from account number 701-7525-53501. We recommend approval of the proposal in the amount of \$93,738 with American Structurepoint, Inc. Please contact me with any questions.

Sincerely,

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

ORDINANCE NO. 83-2026**ACCEPTING THE PROPOSAL OF AMERICAN STRUCTUREPOINT, INC. TO PROVIDE PROFESSIONAL ENGINEERING AND SURVEYING SERVICES FOR THE CENTRAL PARK/GARDEN PARK/ROSEWOOD PLACE WATERLINE IMPROVEMENTS PROJECT; APPROPRIATING FUNDS THEREFORE IN THE AMOUNT OF \$93,738; AND DECLARING AN EMERGENCY.**

WHEREAS, at the February 17, 2026 meeting of Sylvania City Council, the Director of Public Service was authorized to begin consultant letter of interest solicitation from engineering consultants to design and prepare necessary construction plans for the Central Park/Garden Park/Rosewood Place Waterline Improvements Project; and,

WHEREAS, the project includes replacing the 4” waterline on the west side of Garden Park Drive between Erie Street and Veterans Memorial Park (approximately 1,010 feet) with a new 8” water main complete with new services and appurtenances and replacing the existing 6” waterline east of garden Park Drive along the south side of Rosewood Place (approximately 320 feet) and replacing the 6” waterline along the west side of Central Park Avenue from Erie Street to Veterans Memorial Park (approximately 590 feet), also with a new 8” water main complete with new services and appurtenances; additionally, milling and resurfacing of Garden Park Drive (from Erie Street to Veterans Memorial Park), Central Park Avenue (from Erie Street to Veterans Memorial Park) and Rosewood Place (from Elden Drive to the dead end east of Garden Park Drive will be included in the project; and,

WHEREAS, the Department of Public Service received Letters of Interest from six engineering consultants and after reviewing, scoring and ranking the consultants, selected American Structurepoint, Inc. as the most highly qualified firm; and,

WHEREAS, the Director of Public Service, by report dated May 18, 2026, has recommended that the proposal of American Structurepoint, Inc. in the amount of \$93,738 for the professional engineering services relative to the Central Park/Garden Park/Rosewood Place

Waterline Improvements Project be accepted.

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

SECTION 1. That the proposal of American Structurepoint, Inc. in the amount of Ninety-Three Thousand Seven Hundred Thirty-Eight Dollars (\$93,738.00) for providing professional engineering services for the Central Park/Garden Park/Rosewood Place Waterline Improvements 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. That to provide funds for said engineering services hereby authorized, there is hereby appropriated from the **WATER FUND** from funds therein not heretofore appropriated to **Account No. 701-7525-53501 – Utility Improvements** the amount of Ninety-Three Thousand Seven Hundred Thirty-Eight Dollars (\$93,738.00).

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

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

SECTION 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the City should provide for the engineering services for the Central Park/Garden Park/Rosewood Place Waterline Improvements 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, _____, 2026, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date



AMERICAN
STRUCTUREPOINT
INC.

600 SUPERIOR AVENUE EAST, SUITE 2401
CLEVELAND, OHIO 44114
TEL 216.302.3694

~~April 3, 2026~~

Revised May 1, 2026

Mr. Eric Barnes, PE, SI
Deputy Service Director
City of Sylvania
6730 Monroe Street,
Sylvania, Ohio 43560

RE: LUC-Central Park-Garden Park-Rosewood Place Waterline Replacement- Fee Proposal

Dear Mr. Barnes,

As a follow up to our previous fee coordination on April 7, 2026, and April 30, 2026, American Structurepoint, Inc., is pleased to provide this updated fee proposal for engineering design services for plan development for the Engineering Design Services for the Central Park-Garden Park-Rosewood Place Waterline Replacement improvements project.

Revisions to the scope and fee from our original proposal include utilizing GIS mapping for right-of-way and property lines in lieu of full boundary survey. Additionally, roadway plan development effort has been adjusted to reflect a maintenance plan level of development for resurfacing, opposed to a rehabilitation plan and removal of the cross-section development.

We have developed a project scope and fee estimate based upon our familiarity with the project needs and goals. This proposal is for engineering services to provide necessary survey, preliminary and final plan preparation, probable cost estimating, and assistance during the bidding process in support of these improvements.

Scope of Services: The intent of this project is to replace the existing 4" waterline on the west side of Garden Park Dr between Erie St and Veterans Memorial Park (approximately 1,010 feet) with a new 8" water main complete with new services and appurtenances. This project also includes replacing the existing 6" waterline east of Garden Park Dr along the south side of Rosewood Pl (approximately 320 feet) and replacing the 6" waterline along the west side of Central Park Ave from Erie St to Veterans Memorial Park (approximately 590 feet), also with a new 8" water main complete with new services and appurtenances.

Additionally, milling and resurfacing of Garden Park Dr (from Erie St to Veterans Memorial Park), Central Park Ave (from Erie St to Veterans Memorial Park) and Rosewood Pl (from Elden Dr to the dead end east of Garden Park Dr) will be included with the project. All driveways will be replaced where the new main crosses.

Mr. Eric Barnes
~~April 3, 2026~~
Revised May 1, 2026
Page 2

Existing utilities will be adjusted or reconstructed to grade as necessary.

In order to prepare construction documents for the above-described improvements in compliance with current ODOT and City standards/requirements, we propose the following scope of services:

A. Survey/Basemapping/Data Collection

1. **Existing Plan Research:** Available record plans will be reviewed and utilized in preparation of field work activities. ASI is currently in receipt of record plans provided by the City during the scope and fee preparation.
2. **Field Survey:** Field survey to provide Horizontal Control in Ohio State Plane Coordinates (Ohio North, NAD 83, GRS80 Ellipsoid) and US Survey Feet and Vertical Control in North American Vertical Datum of 1988 (NAVD 88), GEOID 12B. All monuments needed for right-of-way and property line resolution will be physically located and include a description of the condition, size, type, depth below grade, etc. Topographical survey including all surface features within 50 feet of the centerline of roadway. Roadway cross-sections should be at 50' intervals, or less as needed based on field conditions. Structure Inventory sheets on all sanitary, storm and water related facilities within the project limits will be provided.
3. **Right of Way and Property Line Resolution:** Inclusion of GIS level right of way and property lines. Full boundary survey is not provided as part of this fee proposal. The City of Sylvania will be responsible for the acquisition of any required easements.
4. **Utility Notification, Data and Coordination:** A preplanning request will be called in to OUPS prior to any field activities. Data received from utility owner responses will be processed and incorporated into the project basemapping. In addition, ASI will transmit 50% and 95% plans to the utilities for review of any facility adjustments.
5. **Basemapping Production:** Existing conditions mapping will be established from a combination of field survey, OGRIPS orthographic imagery, and provided utilities responses (including OUPS). Mapping will be sufficient to provide background for the entirety of the project limits.

B. 50% Design

1. **Title Sheet:** Title sheet to include project location, limits, description, design designations and exceptions, standard construction drawing table, 2023 Specifications paragraph, plan endorsement notes, Earth Disturbed Area list, an index of sheets, and City of Sylvania signatures.
2. **Existing Typical Sections:** Sections will be developed from record plan information, field survey, and results of the pavement core report.
3. **Pavement Design, Proposed Typicals and Pavement Repair Details:** The proposed pavement composition will be identified along with recommended pavement repair details.
4. **General Notes:** Notes will be included for the purpose of utilities correspondence and coordination. Preliminary MOT notes and Driveway Repair Details will be included with the general notes.
5. **Waterline Notes and Details:** Notes will be included for the purpose of city standard notes, tie-in connection details, and miscellaneous details.
6. **Waterline Design:** Horizontal and vertical alignment of the waterline will be established along with preliminary locations for valves, hydrant, ARVs, bends, etc. for inclusion on the Roadway Plan and profile sheets.

Mr. Eric Barnes

~~April 3, 2026~~

Revised May 1, 2026

Page 3

- 7. Preliminary Roadway Plan and Profile Sheets:** Plan sheets will be developed from record plans, aerial imagery, and field survey data at a scale of 1" = 20' and will follow the same format as the Cushman Road improvements from May 2020 for reference. Existing utility structures will be provided with dispositions, along with roadway dimensions, existing Right-of-Way, and proposed work limits.
- 8. Estimated Quantities:** A general summary table will be provided. These quantities will be utilized to provide the updated construction cost.
- 9. Probable Construction Cost Update:** A construction cost will be provided with the 50% plan submittal. The County's standardized itemized estimate will be used.
- 10. 50% Plan Submittal:** A digital pdf copy of the entire plan set, including the cost estimate, will be provided with this submittal. Digital copies of the entire plan set will also be submitted to all utility owners identified in the General Notes section of the plan document.
- 11. Progress Meetings:** One (1) meeting is anticipated.
- 12. Response to Comments:** ASI will provide a disposition of comments to any plan review comments received.

C. 95% Design

- 1. Title Sheet:** This sheet will be updated and finalized to reflect the completed plan sheet components.
- 2. Typical Sections:** The typicals will be updated and finalized accordingly based upon the final plan.
- 3. General Notes:** Notes will be completed for all general, roadway, water line, maintenance of traffic, and pavement plan components, including the provision of any necessary "As Per Plan" notes. Driveway Repair Details will be included with the general notes Utilities contact list information will be updated as needed.
- 4. Estimated Quantities:** All sub-summaries will be updated based upon the final plan components. Sub-summaries will be carried to the General Summary.
- 5. Waterline Design:** Submission of EPA application.
- 6. Roadway Plan and Profile Sheets:** The roadway plan sheets will be finalized to reflect all proposed improvements.
- 7. Probable Construction Cost Update:** The construction cost will be updated to reflect the final plan design and adjusted for inflation to reflect the sale date cost. Project and local amounts will be identified and summarized.
- 8. Plan Submittal:** A digital pdf copy of the entire plan set, including the cost estimate and itemized unit price bid sheets will also be provided with this submittal.
- 9. Disposition Letter to Review Comments:** A written letter with disposition to all 50% plan review comments will be provided with the 95% plan submittal.
- 10. Progress Meetings:** One (1) meeting is anticipated.

D. Final Plan Submittal

- 1. Disposition Letter to Review Comments:** All comments from the 95% plan submittal will be addressed and responded to formally.

Mr. Eric Barnes
~~April 3, 2026~~
Revised May 1, 2026
 Page 4

2. Final Plan Submittal: Digital files of the Final plans (signed and sealed by a licensed professional engineer), itemized estimate, ODOT and City of Sylvania standard construction drawings, and updated probable construction cost estimate (signed and sealed by a licensed professional engineer) will be submitted.

E. Secondary Bidding Assistance

1. Assist with RFIs, Clarifications, and Addenda: ASI will be available to assist the City with responses to prebid questions, providing clarifications where necessary, and assisting in the production of Addenda to the bid documents as may be required. The City will perform the contract sale of this project.

F. If-Authorized

1. Geotechnical Services: Please see attached TTL proposal for geotechnical services.

G. Schedule

The following is an anticipated schedule for this project:

- Authorization to Proceed – April 27, 2026 (Anticipated)
- 50% Submission – July 13, 2026
- 50% Review – 30 Days
- 95% Submission – January 15, 2027
- 95% Review – 30 Days
- 100% Complete Plans and Cost Estimate to City – March 15, 2027
- Bid Project – December 2027

H. Compensation

American Structurepoint’s Lump Sum Fee for the items of work described herein is estimated to be **\$99,943** (Please See Exhibit A for a detailed summary)

A summary of each team member is included below for reference:

Firm	Fee
50% Plans	\$49,645
95% Plans	\$23,763
100% Plans	\$10,843
Bidding Assistance & Ongoing Services	\$2,814
Total Base Services	\$87,065
Geotechnical Services	\$6,673
Total If-Authorized Services	\$6,673
Total Fee – All Services	\$93,738

The above fee includes all sub-consultant fees and direct reimbursable expenses that may be incurred by American Structurepoint. Excluded from the fee are any significant changes to the scope of work that the City may deem necessary as the project progresses.

Mr. Eric Barnes

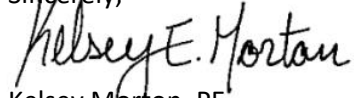
~~April 3, 2026~~

Revised May 1, 2026

Page 5

Eric, thank you for the opportunity to provide this scope and fee proposal. If this proposal is acceptable, please return an executed copy of the attached agreement. We will consider receipt of an executed agreement our notice to proceed. If you have any questions, please do not hesitate to give me a call. We look forward to working with you towards successful completion of this project.

Sincerely,



Kelsey Morton, PE

Project Manager



Edward D. Kagel, PE

Vice President

Enclosures: Exhibit A – Fee Proposal (Including Subconsultants)
 Exhibit B - EJCDC



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

May 18, 2026

To: The Mayor and Members of Sylvania City Council

Re: **Facilities Master Planning Study Proposal – The Collaborative**

Dear Mr. Mayor and Council Members:

At the February 17, 2026 meeting City Council authorized the Service Department to request Letters of Interest (LOI's) from qualified consultants to provide master planning services for several City-owned facilities. The ultimate goal of the study is to create a planning tool for the long-term facilities needs of City government operations.

During the solicitation we received LOI's from two (2) consultants. The Service Department reviewed, scored, and ranked all LOI's and selected The Collaborative from Toledo, Ohio as the most highly qualified firm. Subsequently, the Service Department entered into scope of services and fee negotiations with The Collaborative.

We have completed those negotiations and The Collaborative has prepared a proposal in the amount of \$211,000 to complete the basic scope of services. In addition, their proposal also includes two "if authorized" tasks in the amount of \$3,500 to provide structural scanning services for any facilities lacking sufficient construction plans and \$15,000 for enhanced visualization renderings of the final options selected. The total proposal amount, including two "if authorized" tasks, would be \$229,500.

The master planning fees were programmed into the 2026 budget and would be funded from account number 401-7750-52268. We recommend approval of the proposal in the amount of \$229,500 with The Collaborative. Please contact me with any questions.

Sincerely,

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

ORDINANCE NO. 84-2026

ACCEPTING THE PROPOSAL OF THE COLLABORATIVE TO PROVIDE MASTER PLANNING SERVICES FOR SEVERAL CITY-OWNED FACILITIES; APPROPRIATING FUNDS THEREFORE IN THE AMOUNT OF \$229,500; AND DECLARING AN EMERGENCY.

WHEREAS, at the February 17, 2026 meeting of Sylvania City Council, the Director of Public Service was authorized to solicit Letters of Interest from qualified consultants to provide master planning services for several city-owned facilities; and,

WHEREAS, the Department of Public Service received Letters of Interest from two consultants and after reviewing, scoring and ranking the consultants, selected The Collaborative as the most highly qualified firm; and,

WHEREAS, the Director of Public Service, by report dated May 18, 2026, has received a proposal from The Collaborative to provide master planning services for several city-owned facilities at a cost of \$211,000, and the proposal includes two “if authorized” tasks in the amount of \$3,500 to provide structural scanning services for any facilities lacking sufficient construction plans and \$15,000 for enhanced visualization renderings of the final options selected totaling an amount of \$229,500, and the Director of Public Service has recommended approval of that proposal.

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

SECTION 1. That the proposal of The Collaborative in the amount of Two Hundred Twenty-Nine Thousand Five Hundred Dollars (\$229,500.00) to provide master planning services for several city-owned facilities is hereby approved and accepted.

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

SECTION 3. That to provide funds for said master planning services hereby authorized,

there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore appropriated to **Account No. 401-7750-52268 – Lands and Buildings (Miscellaneous)** an amount not to exceed Two Hundred Twenty-Nine Thousand Five Hundred Dollars (\$229,500.00).

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

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

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

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2026, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

May 4th, 2026

Mr. Joe Shaw, PE, PS
Service Director
6730 Monroe St.
Sylvania, Ohio 43560
Sent Via E-Mail: city.public.service@cityofsylvania.com

RE / City of Sylvania: Comprehensive Feasibility and Space Planning Study

Dear Joe,

We are truly thrilled to be selected to provide services for the evaluation and comprehensive planning of your municipal facilities! We appreciate the opportunity you have extended for us to work on this project and look forward to rolling-up-our-sleeves! This proposal will describe our understanding of the project, our recommended process and our approach to fees for services.

UNDERSTANDING OF THE PROJECT

The City of Sylvania is seeking a comprehensive facilities master planning study which will review several sites with the ultimate goal of creating a planning tool for the long-term needs of City government operations and to better serve our City of Sylvania community.

Part I of the study will provide qualitative/quantitative assessments for six (6) existing facilities currently owned and operated by either the City of Sylvania or Sylvania Township to provide an overall “health” grade. This assessment will review building envelope, HVAC systems, ADA Accessibility, and other building metrics to help determine each facility’s “health”. The six (6) existing facilities to be reviewed under Part I include:

City of Sylvania

1. 5509 Harroun Road (Maintenance Garage-Sewer, Street, Vehicle Maintenance & Water Departments)
2. 6635 Maplewood Avenue (Council Chambers/Police Building)
3. 6700 Monroe Street (Sylvania Municipal Court)
4. 6730 Monroe Street (City Administration Building)
5. 8425 Sylvania-Metamora Road (Parks & Forestry Building)

Sylvania Township

6. 4927 North Holland-Sylvania Road (Township Hall/Administration & Road Maintenance)



At this point a budget for the project has not been established (that will be explored in the Conceptual Design Phase).

Part II of the planning process will review several strategic locations and provide recommendations for space utilization efficiencies, relocation, or consolidation for several City operations.

Part II(a) – Council Chambers/Police Facility Recommendations

The existing facility at 6635 Maplewood Avenue was the original all-encompassing municipal building constructed in 1963 that currently houses the City's police and council operations. The City is interested in pursuing an alternative location for these operations to allow for further downtown and economic development opportunities for the site.

The Scope will evaluate five (5) sites for Part II(a):

1. Renovation/Expansion of 4927 North Holland-Sylvania Road (Township Hall/Administration & Road Maintenance)
2. New Building Between 6700 Monroe Street (Sylvania Municipal Court) and 6730 Monroe Street (City Administration Building)
3. New Building West of 6730 Monroe Street (City Administration Building)
4. Renovation of Existing Building at 6737 Convent Boulevard (Lourdes University Mid-Campus)
5. New Building at 6737 Convent Boulevard (Lourdes University Mid-Campus)

Part II(b) – Maintenance Garage Recommendations

The existing facility at 5509 Harroun Road was constructed in 1982 and has been the home of all municipal field operations except the Parks & Forestry operation which moved to the 8425 Sylvania-Metamora Road site in 1995. The City is interested in pursuing an alternative location for these operations to allow for economic development opportunities for the site.

The Scope will evaluate three (3) sites for Part II(b):

1. Renovation of 4927 North Holland-Sylvania Road (Township Hall/Administration & Road Maintenance)
2. New Building(s) at 8425 Sylvania-Metamora Road (Parks & Forestry Building)
3. New Building at 6737 Convent Boulevard (Lourdes University Mid-Campus)

Part II(c) – City Administration Building Third Floor Recommendations

1. The third floor of the existing City Administration Building located at 6730 Monroe Street is unfinished and vacant. This study will evaluate the available

space and provide recommendations on how to best utilize for government operations.

SCOPE OF SERVICES:

Services are expected to include:

- Planning
- Architecture and (by The Collaborative)
- Structural Evaluation (by Andrew Brock)
- Mechanical, Electrical & Plumbing Evaluation (by Fishbeck Engineering)
- Site/ Civil Evaluation (by Mannik & Smith Engineering)

PROCESS:

Facility Conditions Assessments:

This process will begin with comprehensive conditions assessments of the 6 existing facilities identified in the City's RFQ. The Assessment will provide the City with an objective tool to assist in long-term decision-making and will provide recommendations whether the existing facility can or cannot support objectives identified in the Programming Phase. Our team will interview key personnel (facilities management and operations) to help identify existing building deficiencies as well as walk through the existing facility to observe and gather pertinent information with regard to the building systems that are visible and accessible. Among the items to be addressed in the Assessment are:

- Summary description of the building.
- Code compliance issues.
- Condition of structure, shell, systems, and infrastructure (graded A to F).
- Overall adequacy of existing structure, shell, systems, and infrastructure to support renovation or expansion.
- Expected long-term system performance.
- Sustainability and energy conservation opportunities.

When completed, this information will be used to approximate a cost to bring the buildings into a state of good repair. Additionally, this information will be leveraged to determine whether renovation and replacements are economically viable, relative to other options.

ADA Accessibility and Compliance Review:

Our team will review existing drawings, if available, to be provided by the Owner and inspect the facilities. Based on the drawings and the existing conditions observed, our team will provide feedback on ADA compliance and Universal Design recommendations. Recommendations will be provided on items that may need to be corrected or may impact future work. Elements to include:

- Entrance doors, hardware, sidewalks, pathways, lack of barrier-free ramps, etc.

- Stair guard and railings.
- Interior doors and hardware.
- Toilet rooms — doors, clearances, plumbing counts, fixture types.
- Wayfinding and ADA signage.
- Drinking fountains.
- Access and egress.

Site Analysis

6 sites will be analyzed for suitability for a series of development options involving renovations, additions and new structures for Council Chambers, Police, Maintenance Garage and other objectives to be further defined in the Programming Phase. Analysis considerations will include:

- Zoning requirements and limitations
- Available utilities and their capacities
- Neighborhood context
- Traffic impacts
- Any sites that are not owned by the City of Sylvania will be analyzed by Rudolph Libbe's Real Estate professionals for potential cost & value

Programming

The Programming Phase will establish an inventory of space needs and amenities that will be required to optimize the operational efficiency of each department studied. This phase will involve meetings with users (likely around 8 meetings of 30 to 45 minutes with individual department leaders). The following agenda items will be addressed at each user meeting:

- Develop list of programmatic requirements, including an enumeration of space sizes
- Critical adjacencies and flow
- Security, technological requirements
- Desired space attributes- (level of finish, natural light, etc)

The Design Team will produce an updated List of Programmatic Requirements in spreadsheet form and will deliver this document to the users for review with oversight by the Steering Committee.

Development of Concepts

Based on the Programs developed and using the building and site analysis developed, our team will develop options (and variations on the options) for the following approaches:

- Part II(a): 5 solutions described in the City's RFQ for Council Chambers and Police
- Part II(b): 3 solutions described in the City's RFQ for Maintenance
- Part II(c): possible uses of the 3rd floor of the Administration Building

Estimation/ Optimization

When consensus begins to stabilize around plan directions, Rudolph Libbe will create a preliminary cost projections for review. With direction from the Steering Committee, our team will amend the scope and design to align with the City's priorities and budget constraints.

Comparative Value Analysis

When the Conceptual Options are optimized and the estimates are complete, our team will build a weighted set of advantages and disadvantages with input from the Steering Committee. It is assumed that we will drive this process toward a final Master Plan recommendation and provide a report that will help City Council and other interested parties understand the options and the rationale for the recommendations.

SCHEDULE, MEETINGS and DELIVERABLES:

We envision the Building Conditions Assessments taking appx 8 weeks. We will begin with building tours upon authorization and will periodically need to get back thru the buildings as we move thru the process. We would request that the City of Sylvania provide what drawings & surveys they have of the various facilities.

For Programming & Conceptual Design, we expect the process to involve approximately 10 meetings and to take approximately 5 to 6 months.

Meeting 1 – With Steering Committee

The following agenda items will be addressed at the kick-off meeting:

- Introduce team / establish roles & responsibilities and lines of communication
- Establish project goals and Programmatic objectives
- Discuss process/ review timeline expectations
- Develop overall Programmatic framework
- Review parameters within which the project needs to remain (size, budget, etc)
- We will present existing site & building observations and discuss opportunities

Meeting 2 – (Programming meetings with users- will likely involve around 8 meetings of 30 to 45 minutes with individual department leaders) The Design Team will engage with departmental representatives (i.e. Police, City Administration, Maintenance, etc.) to gather Program information targeting an 'optimized state' of each area.

The following agenda items will be addressed at each user meeting:

- Create a list of programmatic requirements, including an enumeration of space sizes and needs
- Discuss critical adjacencies and flow
- Discuss security requirements for various areas within the building
- Discuss technological requirements
- Discuss desired space attributes- (level of finish, natural light, etc)

The Design Team will produce an updated List of Programmatic Requirements in spreadsheet form and will deliver this document to the users for review with oversight by the Steering Committee.

Meetings 3 to 7 (with Steering Committee): Plan Development & refinements

- The design team will present progressively-refined plans for the various alternatives being considered to gather input from the Steering Committee.
- Our supporting consultants will participate in evaluation and development of narratives, including:
 - Civil Engineering- Impacts to utilities & stormwater management
 - MEP Systems
 - Security & Technology

Meeting 8: When consensus begins to stabilize around plan direction, Rudolph Libbe will create a preliminary cost projection for each option for review and comparison. With direction from the Steering Committee, our team will amend the scope and design to align with the City's priorities and budget constraints.

Meeting 9 (with Steering Committee): A draft of final deliverables (listed below) will be refined and presented for final input- Master Plan Deliverables will include:

- Program of Requirements
- Assessment report for each facility's existing condition.
- Site plans for the various planning options.
- Floor Plans showing basic space layout (organizational/ conceptual).
- Narrative describing site utilities and stormwater detention requirements.
- Narrative describing Mechanical, Electrical, Plumbing & Fire Protection requirements.
- Narrative describing structural systems for any new addition- foundation & frame
- Opinion of Construction Cost for various options to allow evaluation & comparison.

Meeting 10 (Presentation to City Council):

- Present Conceptual Design Package and answer questions to City Council (if requested).

COMPENSATION

We propose that our fees are as follows:

Facilities Masterplan Fee Total:	\$211,000
Part I - Building Assessments	\$47,500
Part II - Programming/ Conceptual Design Phase (Lump-Sum):	\$118,500
Part II Subtotals	
Programming	\$10,000
Part IIa	\$63,000
Part IIb	\$33,000
Part IIc	\$12,500
Not to exceed, Hourly Allowances*:	
Structural evaluations (see below):	\$5,000
Civil Engineering evaluations (see below):	\$15,000
Estimating Allowance (see below):	\$25,000

*Time to be billed hourly, not to exceed maximum unless authorized in advance

Additional Optional Services	
Matterport Scan to verify existing conditions (per building – if needed)	\$3,500
Enhanced visualization of final Options	\$15,000

Refer to attached exhibit for additional breakout by area of scope and projected hours.

CLARIFICATIONS

- We have included an (hourly) structural allowance for Andrew Brock to provide input on structural issues as needed.
- We have included an (hourly) allowance in the Study Phase for Mannik & Smith Engineering to support our team with input on Civil Engineering issues during the Study Phase.
- Our team anticipates working toward a design solution and developing a single estimate. We anticipate that some value engineering, prioritizing and consideration of alternates will be included in the process, but not a wholesale re-design requiring a new estimate. We have included an (hourly) allowance in the Study Phase for Rudolph Libbe to provide estimating support.

- Hazardous Materials Surveys / Assessments are not included
- Specification and Procurement of Furniture, Fixtures and Equipment is not included.
- Site Surveying (if any required) to be provided by Owner

REIMBURSABLES

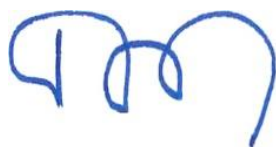
Reimbursables are in addition to the Fee for Services and shall be invoiced for 1.1 times TCI's actual cost. They shall include expenditures made in the interest of the project, such as transportation when traveling in connection with the project, printing, postage and delivery.

FORM OF CONTRACT:

If the above services, fees and Terms and Conditions are satisfactory to you, we will prepare an AIA Standard Form of Agreement Between Owner and Architect.

Joe, we appreciate the opportunity to submit this proposal for your consideration. If you have any questions or comments, please call. We look forward to speaking with you soon!

All the very best,



Ray D. Micham, AIA
Architect/ Principal



Justin Fogle, AIA
Architect/ Associate

RDM/ rdm

Signature _____

Name / Title: Mark R. Frye, Mayor, City of Sylvania

Signature _____

Name / Title: Nora Vasquez, Interim Director of Finance

ACCEPTED _____, 20__

TERMS & CONDITIONS

Fee

The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Service, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Reimbursable expenses will include a mark-up of 1.10%. Any change in scope will be discussed prior to additional services being rendered.

Billings/Payments

Invoices for services and reimbursable expenses shall be submitted, at the Design Professional's option, either upon completion of the services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. A service charge of 1.5% (or the maximum legal rate) per month will be applied to the unpaid balance after 30 days from the invoice date. Design Professional shall have the right to suspend/terminate services if payment is not received within 60 days after the invoice date and the Design Professional shall have no liability for any resultant delays or damages incurred by Client as a result of such suspension/termination. Retainers shall be credited on the final invoice. The Client agrees to pay all costs of collection, including reasonable attorney's fees.

Standard of Care

In providing services under this agreement, the Design Professional will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Design Professional will perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of Design Professional's part of the Project. Regardless of any other term or condition of this Agreement, Design Professional makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

Consequential Damages

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither the Client nor the Design Professional shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business or income or any other consequential damages that either party may have incurred from any cause of action whatsoever.

Hidden Conditions

A condition is hidden if concealed by existing finishes or structure or is not capable of investigation by reasonable visual observation. If the Design Professional has reason to believe that a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition. If (1) the Client fails to authorize such investigation after such notification, or (2) the Design

Professional has no reason to believe that such a condition exists, the Design Professional shall not be responsible for the existing conditions or any resulting damages or losses resulting therefrom.

Hazardous Materials/Mold

The Design Professional shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form including mold. The Design Professional shall have no responsibility for an existing or constructed building that may, as a result of post-construction, use, maintenance, operation or occupation, contain or be caused to contain mold substances which can present health hazards and result in bodily injury, property damage and/or necessary remedial measures and costs.

Indemnifications

The Client agrees, to the fullest extent permitted by law, to indemnify and hold Design Professional and its subconsultants harmless from and against any and all damage, losses or cost (including reasonable attorneys' fees and defense costs) caused in whole or in part by its acts, errors or omissions and those of anyone for whom they are legally liable. The Design Professional further agrees, subject to Risk Allocation below, to indemnify the Client for damages to the extent arising from its own negligent errors acts or omissions.

Risk Allocation

In recognition of the relative risks and benefits of the Project to both the Client and the Design Professional, the Client agrees, to the fullest extent permitted by law, to limit the Design Professional's total liability to the Client or anyone making claims through the client, for any and all damages or claim expenses (including attorney's fees) arising out of this Agreement, from any and all causes, to the total amount of \$50,000 or the amount of the Design Professional's fee, whichever is greater.

Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, the Client shall pay the Design Professional for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Betterment

If a required item or component of the Project is omitted from the Design Professional's documents, the Design Professional shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been included or required in the Design Professional's original documents. In no event will the Design professional be responsible for any costs or expense that provides betterment or upgrades or enhances the value of the Project.

Ownership of Documents

All documents produced by the Design Professional under this agreement, including electronic files, shall remain the property of the Design Professional and may not be used by this Client for any other purpose without the written consent of the Design Professional. Any such use or reuse shall be at the sole risk of Client who shall defend, indemnify and hold the Design Professional and its subconsultants

harmless from any and all claims and/or damages arising therefrom. Electronic files are not contract documents and cannot be relied upon as identical to contract documents because of changes or errors induced by translation, transmission, or alterations while under the control of others. Use of information contained in the electronic files is at the user's sole risk and without liability to Design Professional and its subconsultants.

Defects in Service

The Client shall promptly report to the Design Professional any defects or suspected defects in the Design Professional's services. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like agreement. Failure by the Client and the Client's contractors or subcontractors to notify the Design Professional shall relieve the Design Professional of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Construction Activities

The Design Professional shall not be responsible for the acts or omissions of any person performing any construction Work or for instructions given by the Client or its representatives to any one performing any construction Work, nor for construction means and methods or job-site safety.

Dispute Resolution

Any claim or dispute between the Client and the Design Professional shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator. If the Parties cannot agree upon a mediator the claim or dispute shall be submitted to the American Arbitration Association (AAA) for mediation in accordance with the Construction Arbitration and Mediation Rules of the AAA then in effect.

Relationship of the Parties

All services provided by Design Professional are for the sole use and benefit of the Client. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Design Professional.

Entire of Agreement

This Agreement constitutes the entire agreement between the parties and these Terms & Conditions may only be amended by written agreement by both parties. Should any portion of this Agreement is found to be illegal or enforceable, such portion shall be deleted and the balance shall remain in effect. Applicable Law The law applicable to this Agreement is the state of the Project location.

Applicable Law

The law applicable to this Agreement is the state of the Project location.

City of Sylvania - Masterplan

Total Fee \$211,000.00

		Discipline	hours
Assessments - Part I		\$ 47,500.00	275
5509 Haroun	Maintenance	\$ 7,250.00	41
6635 Maplewood	Council Chambers/ Police	\$ 9,250.00	53
6700 Monroe Street	Municipal Court	\$ 9,250.00	53
6730 Monroe Street	City Admin	\$ 9,250.00	53
8425 Sylvania Metamora	Parks and Forestry	\$ 4,500.00	27
4927 North Holland Sylvania	Sylvania TWP	\$ 8,000.00	47
Programming		\$ 10,000.00	65

Study - Part II \$108,500.00 667

Part II a - Police/Council Chambers Subtotal \$ 63,000.00

Renovate 4927 (Twp)	Option A	\$ 9,500.00	60
New Build at 6700 (admin/court)	Option B1	\$ 17,500.00	110
New Build west of 6730 (admin)	Option B2	\$ 12,000.00	75
Renovate 6737 (Lourdes)	Option D	\$ 12,000.00	75
New Build 6737 (Lourdes)	Option D	\$ 12,000.00	75

Part II b - Maintenance Subtotal \$ 33,000.00

Renovate 4927 (Twp)	Option A	\$ 11,000.00	67
New Building at 8425 (parks)	Option C	\$ 11,000.00	67
New Building at 6737 (Lourdes)	Option D	\$ 11,000.00	67

Part II c - Third Floor Subtotal \$ 12,500.00

Renovate Third Floor		\$ 12,500.00	72
----------------------	--	--------------	----

Allowances \$ 45,000.00

Estimate	\$ 25,000.00
Civil	\$ 15,000.00
Structural	\$ 5,000.00

Optional Additional services

Matterport scanning to obtain existing conditions - Per Building, if needed.	\$ 3,500.00
Enhanced visualization of final options	\$ 15,000.00



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

May 18, 2026

To: The Mayor and Members of Sylvania City Council

Re: **Right-of-Way Acquisition (Parcel 8-T) – LUC-CR 4-7.22 (PID 116993)**

Dear Mr. Mayor and Council Members:

The construction plans for the roundabout at the intersection of Erie Street and Monroe Street and asphalt resurfacing work on Erie Street from Centennial Road to Monroe Street (LUC-CR 4-7.22, PID 116993) has reached the Stage 3 level of plan development. The final right-of-way plans have been submitted and the City was authorized to begin the right-of-way acquisition phase of the project on December 15, 2025. As a reminder, construction is scheduled for 2027.

In order to accommodate the roadway improvements, the Service Department needs to obtain a temporary construction easement from Erik Kenney and Elaina Kenney (Ownership 8 in the Right-of-Way Plan on file with the Service Department). The easement allows the City the right to enter and complete the necessary scope of work over a 12-month period for driveway and grading work.

The City has reached an agreement with the owners in consideration of \$300. Procurement of the temporary construction easement was a known project expense and was included in the 2026 capital improvement budget (account number 401-7610-53613).

We request approval of the enclosed temporary construction easement with Erik Kenney and Elaina Kenney in the amount of \$300. Please call with any questions.

Sincerely,

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

ORDINANCE NO. 85-2026

ACCEPTING A TEMPORARY CONSTRUCTION EASEMENT FROM ERIK AND ELAINA KENNEY FOR THE ROUNDABOUT AT THE INTERSECTION OF ERIE STREET AND MONROE STREET AND RESURFACING WORK ON ERIE STREET FROM CENTENNIAL ROAD TO MONROE STREET; DEDICATING THE TEMPORARY EASEMENT FOR PUBLIC PURPOSES; APPROPRIATING FUNDS THEREFORE; AND DECLARING AN EMERGENCY.

WHEREAS, the final right-of-way plans have been submitted and the City was authorized to begin the right-of-way acquisition phase of the project on December 15, 2025; and,

WHEREAS, in order to accommodate the roadway improvements, the Service Department needs to obtain a temporary construction easement from Erik and Elaina Kenney (Ownership 8 in the right-of-way plan on file with the Service Department); and,

WHEREAS, this easement allows the City the right to enter and complete the necessary scope of work over a twelve-month period for driveway and grading work; and,

WHEREAS, Erik and Elaina Kenney are entitled to receive payment of just compensation representing the fair market value of the temporary easement after an appraisal of those rights and they have executed and delivered a grant of temporary easement to this City for which they will be paid the sum of Three Hundred Dollars (\$300.00), a copy of which grant of temporary easement is attached hereto as "Exhibit A"; and,

WHEREAS, said grant of temporary easement is presented to this Council for acceptance and for appropriation of funds and authorization of payment thereof to the Grantor.

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

SECTION 1. That the temporary easement as to executed and tendered as described on

“Exhibit A” be, and the same hereby is, accepted from Erik and Elaina Kenney, the grantors therein.

SECTION 2. That the temporary easement area identified and described in said temporary easement as set forth on “Exhibit A” be, and the same hereby is, dedicated for the respective public purposes expressed in said temporary easement.

SECTION 3. That the Director of Law is hereby directed to deliver the recorded temporary easement document to the Director of Finance for retention by her as custodian of the records of this City.

SECTION 4. That, to provide funds for payment to the Grantors of said temporary easement hereby accepted, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND**, from funds therein not heretofore appropriated, to **Account No. 401-7610-53613**, the sum of Three Hundred Dollars (\$300.00).

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

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

SECTION 7. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the construction plans for the roundabout at the intersection of Erie Street and Monroe Street and asphalt resurfacing work on Erie Street from Centennial Road to Monroe Street should proceed as soon as possible and accordingly the acquisition of the necessary temporary easements should proceed forthwith and therefore this Ordinance should be effective immediately. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2026, as an emergency measure.

ATTEST:

President of Council
APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

TEMPORARY EASEMENT

Erik Kenney and Elaina Kenney, husband and wife, the Grantor(s), in consideration of the sum of \$300.00, to be paid by City of Sylvania, the Grantee do grant to Grantee the temporary easement(s) to exclusively occupy and use for the purposes mentioned in Exhibit A the following described real estate:

PARCEL(S): 008-T

LUC-CR 4-7.22

SEE EXHIBIT A ATTACHED

Lucas County Current Tax Parcel No. 82-28004

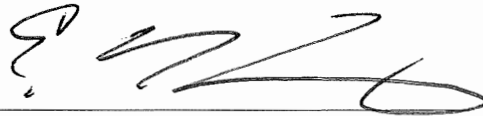
Prior Instrument Reference: 202301120001095, Lucas County Recorder's Office.

To have and to hold the temporary easement(s), for the aforesaid purposes and for the anticipated period of time described below, unto the Grantee, its successors and assigns.

The duration of the temporary easement(s) granted to the Grantee is 12 months immediately following the date on which the work described above is first commenced by the Grantee, or its duly authorized employees, agents, and contractors.

The temporary easement(s) interest granted is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

IN WITNESS WHEREOF Erik Kenney and Elaina Kenney, husband and wife, have hereunto set their hands on the 25TH day of MARCH, 2026.



ERIK KENNEY



ELAINA KENNEY

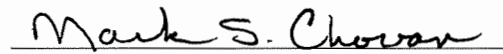
STATE OF OHIO, COUNTY OF LUCAS SS:

BE IT REMEMBERED, that on the 25TH day of MARCH, 2026, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Erik Kenney and Elaina Kenney, husband and wife, who acknowledged the foregoing instrument to be their voluntary act and deed. No oath or affirmation was administered to Erik Kenney and Elaina Kenney with regard to the notarial act.

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



MARK S CHOVAN
Notary Public, State of Ohio
My Commission Expires 6/26/29



NOTARY PUBLIC
My Commission expires: 6/26/29

This document was prepared by: the City of Sylvania Law Director in the name of and use for the City of Sylvania, Ohio.

EXHIBIT A

Page 1 of 2

LPA RX 887 T

Rev. 07/09

Ver. Date 10/10/25

PID 116993

**PARCEL 8-T
LUC-CR 4-7.22
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
CONSTRUCT A DRIVE
FOR 12 MONTHS FROM DATE OF ENTRY BY THE
CITY OF SYLVANIA, LUCAS COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, Lucas County, City of Sylvania, being part of Lot 2 of Sleepy Hollow Plat 1 in Plat Volume 59, Page 32, being out of a 0.494 acre parcel of land conveyed to Erik Kenney and Elaina Kenney, as of the date of this survey was prepared, in Instrument Number 20230112-0001095 of the Lucas County, Ohio Recorder's Office and being on the right side of the centerline of right of way of Monroe Street as shown on a centerline survey plat made in August of 2025, for the City of Sylvania titled "LUC-CR 4-7.22 – PID 116993" bounded and described as follows:

Beginning, at the intersection of the Southerly existing right of way line of Monroe Street with the line common to said Lot 2 and Lot 1 of said Sleepy Hollow Plat (Station 202+08.31, 47.50 feet right Monroe Street) reference an iron pipe found (Station 202+08.24, 47.56 feet right Monroe Street);

1. Thence Southeasterly along the Northerly line of said Lot 2 and the Southerly existing right of way line of Monroe Street, **South 62 Degrees 37 Minutes 44 Seconds East** a distance of **21.69 feet**, to a point (Station 202+30.00, 47.50 feet right Monroe Street);
2. Thence Southwesterly along a line perpendicular to the centerline of right of way of Monroe Street, **South 27 Degrees 22 Minutes 16 Seconds West** a distance of **17.50 feet**, to a point (Station 202+30.00, 65.00 feet right Monroe Street);
3. Thence Northwesterly along a line parallel to and 17.50 feet Southwesterly of the Northerly line of said Lot 2 and the Southerly existing right of way line of Monroe Street, **North 62 Degrees 37 Minutes 44 Seconds West** a distance of **21.69 feet**, to a point on the line common to said Lots 1 and 2 (Station 202+08.31, 65.00 feet right Monroe Street);
4. Thence Northeasterly along the line common to said Lots 1 and 2, **North 27 Degrees 22 Minutes 16 Seconds East** a distance of **17.50 feet**, to the ***True Point of Beginning***.

EXHIBIT A

LPA RX 887 T

Rev. 07/09

Containing in all 0.009 acres gross, of which 0.000 acres is PRO (present roadway occupied), leaving a net take of 0.009 acres, subject to all legal easements and rights of way.


The above described area is part of currently assigned Lucas County Auditor's Permanent Parcel Number 82-28004.

The bearing in this description are for project use only and are based on grid North of the ODOT Ohio County Coordinate System for Lucas County. For complete Survey Parameters and basis of stationing, see the centerline survey plat for this project on record in the Lucas County Recorder's Office and the right of way plans on file at the Ohio Department of Transportation District 2 Office in the City of Bowling Green, Ohio.

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

Points referred to as iron pins set are 5/8 inch diameter x 30 inch long re-bars with a 1 inch diameter plastic cap marked "DGL PS #8029".

This description was prepared for the State of Ohio Department of Transportation, and based on a land survey performed between June of 2024 and March of 2025, by DGL Consulting Engineers, by or under the direct supervision of Ronald J. Lumbrezer, Ohio Professional Surveyor #8029 and is based upon "LUC-CR 4-7.22" right of way plans completed in August of 2025 as cited herein.



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

2/18/24
Date:





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

May 18, 2026

To: The Mayor and Members of Sylvania City Council

Re: **Streets Department Equipment Purchase – Brine Boss Automated Salt Brine Production System**

Dear Mr. Mayor and Council Members:

The 2026 capital improvement budget in the 401-account included \$203,000 for the purchase of two single-axle dump trucks in the Streets Department. One of the trucks in the amount of \$99,923.28 was requested and approved by City Council on March 2, 2026 (Ord. 53-2026 and Ord. 54-2026), leaving a balance of \$103,076.72 in the 401-7610-53401 (Vehicles) account for the purchase of the second truck.

The Service Department has held off on the purchase of the second truck based on feedback from the Streets Department regarding issues that surfaced after the completion of this past snow and ice control season with our 12-year-old brine system. Several rusted spots wore through on the steel tank and the batch mixing system requires replacement parts that are now obsolete. The brine system was on schedule to be replaced in 2027.

Rather than purchase the second truck this year, the Streets Department is requesting we shift priorities and purchase a replacement brine system and defer the truck purchase to 2027. The replacement system is a Brine Boss Automated Salt Brine Production System made by VariTech Industries, sold by Kalida Truck Equipment, Inc. from Walbridge, Ohio, in the amount of \$116,500.

The Service Department is requesting the unspent \$103,076.72 in the 401 (Vehicles) account be used to offset a requested increase in spending from the 401-7610-53405 (Equipment) account to pay for a portion of the system. The remaining \$13,423.28 needed for the purchase is requested to be appropriated from the 223-7611-52263 (Snow & Ice Removal Materials) account.

We recommend the purchase of the new \$116,500 Brine Boss Automated Salt Brine Production System from Kalida Truck Equipment, Inc. from Walbridge, Ohio using \$103,076.72 from the 401-7610-53405 account and \$13,423.28 from the 223-7611-52263 account. Please call with any questions.

Sincerely,

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

ORDINANCE NO. 86-2026**AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ACCEPT THE PROPOSAL OF KALIDA TRUCK EQUIPMENT, INC. FOR THE PROVISION OF ONE BRINE BOSS AUTOMATED SALT BRINE PRODUCTION SYSTEM MADE BY VARITECH INDUSTRIES FOR THE DIVISION OF STREETS, DEPARTMENT OF PUBLIC SERVICE; APPROPRIATING \$116,500 THEREFORE; AND DECLARING AN EMERGENCY.**

WHEREAS, the Streets Division is in need of one (1) new brine system to replace its current 12-year-old system; and,

WHEREAS, the Director of Public Service has received a proposal from Kalida Truck Equipment, Inc. for one (1) new Brine Boss Automated Salt Brine Production System at a cost of \$116,500; and,

WHEREAS, the 2026 capital improvement budget in the 401-account included \$203,000 for the purchase of two single-axle dump trucks in the Street Department; and,

WHEREAS, one of the trucks in the amount of \$99,923.28 was requested and approved by City Council on March 2, 2026 (Ordinance No. 53-2026 and 54-2026), leaving a balance of \$103,076.72 in account 401-7610-53401 (Vehicles) for the purchase of the second truck; and,

WHEREAS, the Streets Department is requesting to defer the truck purchase to 2027 and purchase a replacement brine system instead due to several rusted spots having worn through on the steel tank and the batch missing system requiring replacement parts that are obsolete; and,

WHEREAS, the Service Department is requesting the unspent \$103,076.72 in the 401 (Vehicles) account be used to offset a requested increase in spending from the 401-7610-53405 (Equipment) account to pay for a portion of the new brine system; and,

WHEREAS, the Service Department is requesting the remaining \$13,423.28 needed for the purchase of the new brine system be appropriated from the 223-7611-52263 (Snow & Ice

Removal Materials) account; and,

WHEREAS, the Director of Public Service, by report dated May 18, 2026, has recommended acceptance of the proposal of Kalida Truck Equipment, Inc. to purchase one (1) new brine system for the Streets Division, Department of Public Service.

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

SECTION 1. That the Mayor and the Director of Finance be, and they hereby are, authorized to sign the proposal of Kalida Truck Equipment, Inc. on behalf of this City, thereby indicating such approval and acceptance for the provision of one (1) new brine system for the Division of Streets, Department of Public Service.

SECTION 2. That the Director of Public Service, Deputy Director of Public Service and/or Streets Foreman be, and hereby are, authorized and directed to sign any and all instruments and to do any and all things necessary to complete said purchase.

SECTION 3. That, upon receipt of delivery of said brine system by the City of Sylvania, the Director of Finance is hereby authorized to issue his warrant or warrants in payment therefore from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore appropriated to **Account No. 401-7610-53401 – Vehicles**, the total sum of One Hundred Three Thousand Seventy-Six and 72/100 Dollars (\$103,076.72) and from the **CITY PERMANENT TAX FUND** from funds therein not heretofore appropriated to **Account No. 223-7611-52263 – Snow and Ice Removal Materials**, the total sum of Thirteen Thousand Four Hundred Twenty-Three and 28/100 Dollars (\$13,423.28).

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

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

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

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2026, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date



Kalida Truck Equipment, Inc.
30840 Tracy Rd
Walbridge OH 43465
(419) 666-3700

QUOTE

Quote ID: DJB0009205

Quote Date: 4/9/2026

Quote Valid Until: 5/9/2026

Page 1 of 2

Customer: City Of Sylvania Street Depart
 5509 Harroun Road
 Sylvania OH 43560
 (419) 885-8973

Contact: MIKE / RYAN
Phone: (419) 885-8973
Email:

Salesperson: Colin Gregory

Part Number	Qty	Description	Unit Price	Amount
TOTAL	1 EA	VARITECH BRINE BOSS PACKAGE	\$116,500.00	\$116,500.00

Sub Total:	\$116,500.00
Sales Tax:	\$0.00
Grand Total:	\$116,500.00

VARITECH BRINE BOSS
 HCSB700-SS
 STAINLESS STEEL BRINE / HOPPER TANK
 UP TO 5,000 GPH
 SALT HOPPER TANK CAPACITY: 5.25 CUBIC YARDS
 OPERATING VOLTAGE: 230 VAC @ 20 AMP
 TANK DIMENSIONS: 84" WIDE, 134" LONG X 89" HIGH
 BRINE BOSS OPERATING SYSTEM DIMENSIONS: 64" LONG X 72" HIGH X 25" WIDE
 12.1 COLOR TOUCH SCREEN
 ADVANCED DATA TRACKING: VIEW AND TRANSFER DATA SUCH AS SALT USED, GALLONS OF BRINE
 PRODUCED ADN TRUCK ID NUMBERS
 TEMPERATURE COMPENSATED BRINE PRODUCTION
 MULTIPLE TANK MONITORING SYSTEM
 ONBOARD 700 GALLON TANK

** SCREEN / UNIT THAT CONTROLS THE MAKING OF THE BRINE TO BE LOCATED IN THE BUILDING **

** SCREEN / UNIT THAT CONTROLS THE FILLING OF THE TRUCKS WILL BE LOCATED OUTSIDE **

** LOAD TANK TO BE LOCATED OUTSIDE AND RUN INDOORS **

** TRUCK FILL TRACKING WILL BE POSSIBLE **

** UNIT TO BE ABLE TO DEAL WITH BRINE AND CALCIUM CHLORIDE SEPARATELY **

** UNIT TO BE ABLE TO DEAL WITH BRINE AND CALCIUM CHLORIDE TOGETHER **

*** THIS PRICE INCLUDES INSTALLATION, SET UP, CALIBRATION AND TRAINING ***

*** THIS PRICE DOES NOT INCLUDE REMOVAL OF CURRENT SYSTEM ***

*** THAT MUST BE DONE BEFORE INSTALL CAN BE COMPLETED ***

*** WATER AND ELECTRIC MUST BE RAN TO THE AREA FOR UNIT TO OPERATE ***

*** ADDITIONAL SHEET PROVIDED TO CLARIFY EXACTLY WHAT IS NEEDED TO RUN UNIT ***

Customer must fill out the information below before the order can be processed...

QUOTE

Quote ID: DJB0009205

Quote Date: 4/9/2026

Quote Valid Until: 5/9/2026

Page 2 of 2



Kalida Truck Equipment, Inc.
30840 Tracy Rd
Walbridge OH 43465
(419) 666-3700

Accepted by:	
Date:	
P.O. Number:	

A 3% CHARGE WILL BE APPLIED TO ALL DEBIT/CREDIT CARD TRANSACTIONS

Quoted price does not include any applicable taxes

Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order

Due to the extremely volatile steel prices, our quoted price may change at any time. Call our office for an up to date price.



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

May 18, 2026

To: The Mayor and Members of Sylvania City Council

Re: **Bid Award – Downtown Transportation Improvements Project (Phase 2)**

Dear Mr. Mayor and Council Members:

The Service Department requested City Council authorization to advertise for bids for the Downtown Transportation Improvements Project (Phase 2) at the March 16, 2026 meeting. As a reminder, the scope of work includes the full-depth reconstruction of the second downtown block of Main Street between Maplewood Avenue and Erie Street including new drainage, planting areas, sidewalks, lighting, and seating areas meeting with ADA accessibility requirements. The published engineer's estimate was \$4,618,223.78.

The City received two (2) bids on May 8, 2026. The apparent low bidder was Helms and Sons Excavating, Inc. from Findlay, Ohio with a bid of \$4,526,522 (2.0% under estimate). The other bid received was from Salenbien Trucking and Excavating from Dundee, Michigan with a bid of \$4,784,107.70 (3.6% over estimate). Helms and Sons Excavating, Inc. has performed many construction projects for the City including 2025 work on the Downtown Transportation Improvements Project (Phase 1) and the Harroun Road/Ravine Drive/Flower Hospital Traffic Signal Project.

The Ohio Public Works Commission (OPWC) will be providing funding assistance in the amount of \$439,500 as grant and another \$439,500 via a zero percent interest loan to be paid over a 10-year period. This project was included in our 2026 budget and would be funded from the 401-7610-53610 account. We recommend the construction contract be awarded to Helms and Sons Excavating, Inc. in the amount of \$4,526,522. Please call with any questions.

Sincerely,

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

ORDINANCE NO. 87-2026

ACCEPTING THE BID OF HELMS AND SONS EXCAVATING AND AWARDING THE CONTRACT FOR THE DOWNTOWN TRANSPORTATION IMPROVEMENTS PROJECT (PHASE 2) TO SAME; AUTHORIZING THE EXPENDITURE FOR THE IMPROVEMENTS IN THE AMOUNT OF \$4,526,522; APPROPRIATING FUNDS THEREFORE; AND DECLARING AN EMERGENCY.

WHEREAS, plans for the Downtown Transportation Improvements Project (Phase 2) have been completed and are now on file with the Clerk of this Council; and,

WHEREAS, the Clerk of Council was authorized to advertise for bids at the March 16, 2026 meeting of Sylvania City Council and thereafter the Clerk advertised for bids, and the bids were opened on May 8, 2026, and thereafter, the Director of Public Service, by report dated May 18, 2026, stated that the engineer’s estimate for the Downtown Transportation Improvements Project (Phase 2) was \$4,618,223.78 and the following bids were received:

<u>BIDDERS</u>	<u>BID PRICE</u>
Helms and Sons Excavating	\$4,526,522.00
Salenbien Trucking and Excavating	\$4,784,107.70

WHEREAS, the two (2) bids offered by the above bidders meet all of the City’s specifications and the Director of Public Service, by report dated May 18, 2026, has recommended acceptance of the lowest and best bid of Helms & Sons Excavating and that the contract for the Downtown Transportation Improvements Project (Phase 2) be awarded to same.

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

SECTION 1. That the bid of Helms & Sons Excavating, Findlay, Ohio for said Downtown Transportation Improvements Project Phase 2), in the amount of Four Million Five Hundred Twenty-Six Thousand Five Hundred Twenty-Two Dollars (\$4,526,522.00), is hereby determined to be the lowest and best bid received and the same is hereby accepted.

SECTION 2. That the Mayor and Director of Finance be, and hereby are, authorized and directed to execute a contract with the bidder named in Section 1 above for the furnishing of such labor and materials in accordance with said bid.

SECTION 3. That to provide funds for said improvements hereby authorized, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore appropriated to **Account No. 401-7610-53610 – Downtown Transportation Improvements**, the total sum of Four Million Five Hundred Twenty-Six Thousand Five Hundred Twenty-Two Dollars (\$4,526,522.00).

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

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

SECTION 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the bid of Helms and Sons Excavating should be accepted immediately so as to provide for the commencement of the Downtown Transportation Improvements Project (Phase 2) 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, _____, 2026, as an emergency measure.

ATTEST:

President of Council
APPROVED AS TO FORM:

Clerk of Council
APPROVED:

Director of Law

Mayor

Date



City of Sylvania Downtown Transportation Improvement Phase 2 - Bid Tab

Line	Item Number	Description	Unit	Quantity	Helms & Sons Excavating		Salenbien Trucking and Excavating	
					Unit Price	Total	Unit Price	Total
Section 0001: ROADWAY								
0001	201E11000	CLEARING AND GRUBBING	LS	1.00	\$30,000.00	\$30,000.00	\$50,000.00	\$50,000.00
0002	202E23000	PAVEMENT REMOVED	SY	3224.00	\$23.00	\$74,152.00	\$11.00	\$35,464.00
0003	202E30000	WALK REMOVED	SF	9036.00	\$2.50	\$22,590.00	\$3.00	\$27,108.00
0004	202E32000	CURB REMOVED	FT	1880.00	\$5.50	\$10,340.00	\$11.00	\$20,680.00
0005	202E35100	PIPE REMOVED, 24" DIAMETER AND UNDER	FT	1350.00	\$20.00	\$27,000.00	\$18.00	\$24,300.00
0006	202E58100	CATCH BASIN REMOVED	EACH	9.00	\$350.00	\$3,150.00	\$400.00	\$3,600.00
0007	202E58000	MANHOLE REMOVED	EACH	4.00	\$500.00	\$2,000.00	\$975.00	\$3,900.00
0008	202E75000	FENCE REMOVED	FT	60.00	\$15.00	\$900.00	\$40.00	\$2,400.00
0009	202E98000	REMOVAL MISC.: POCKET PARK	LS	1.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
0010	202E98200	REMOVAL MISC.: CONCRETE WALL	FT	26.00	\$25.00	\$650.00	\$100.00	\$2,600.00
0011	203E10000	EXCAVATION	CY	2606.00	\$35.00	\$91,210.00	\$22.00	\$57,332.00
0012	203E20000	EMBANKMENT	CY	27.00	\$100.00	\$2,700.00	\$13.00	\$351.00
0013	203E98600	ROADWAY, MISC.: ELECTRIC BOX ADJUSTED TO GRADE	EACH	5.00	\$300.00	\$1,500.00	\$500.00	\$2,500.00
0014	204E10000	SUBGRADE COMPACTION	SY	6416.00	\$2.50	\$16,040.00	\$2.00	\$12,832.00
0015	204E13000	EXCAVATION OF SUBGRADE	CY	688.00	\$30.00	\$20,640.00	\$25.00	\$17,200.00
0016	204E30011	GRANULAR MATERIAL, TYPE B, AS PER PLAN	CY	688.00	\$60.00	\$41,280.00	\$75.00	\$51,600.00
0017	204E45000	PROOF ROLLING	HOURL	3.00	\$115.00	\$345.00	\$350.00	\$1,050.00
0018	204E50000	GEOTEXTILE FABRIC	SY	2065.00	\$1.00	\$2,065.00	\$12.00	\$24,780.00
0019	608E10000	4" CONCRETE WALK	SF	2058.00	\$15.00	\$30,870.00	\$14.00	\$28,812.00

Line	Item Number	Description	Unit	Quantity	Unit Price	Total	Unit Price	Total
0020	608E12001	5" CONCRETE WALK, AS PER PLAN	SF	10031.00	\$16.00	\$160,496.00	\$20.00	\$200,620.00
0021	608E12001	5" CONCRETE WALK, AS PER PLAN EXPOSED AGGREGATE	SF	2516.00	\$17.00	\$42,772.00	\$35.00	\$88,060.00
0022	608E15000	8" CONCRETE WALK	SF	4040.00	\$19.00	\$76,760.00	\$22.00	\$88,880.00
0023	608E41000	CONCRETE STEPS, TYPE B	FT	27.00	\$400.00	\$10,800.00	\$360.00	\$9,720.00
0024	608E52000	CURB RAMP	SF	788.00	\$33.00	\$26,004.00	\$100.00	\$78,800.00
0025	608E53020	DETECTABLE WARNING	SF	44.00	\$80.00	\$3,520.00	\$115.00	\$5,060.00
0026	690E98400	PRE-CONSTRUCTION VIDEOTAPING	LS	1.00	\$1,000.00	\$1,000.00	\$960.00	\$960.00
Section 0002: EROSION CONTROL								
0027	659E00300	TOPSOIL	CY	39.00	\$185.00	\$7,215.00	\$100.00	\$3,900.00
0028	659E10000	SEEDING AND MULCHING	SY	348.00	\$5.50	\$1,914.00	\$8.00	\$2,784.00
0029	659E14000	REPAIR SEEDING AND MULCHING	SY	18.00	\$5.00	\$90.00	\$8.00	\$144.00
0030	659E20000	COMMERCIAL FERTILIZER	TON	0.05	\$900.00	\$45.00	\$150.00	\$7.50
0031	659E31000	LIME	ACRE	0.08	\$50.00	\$4.00	\$100.00	\$8.00
0032	659E35000	WATER	MGAL	2.00	\$1.00	\$2.00	\$1.00	\$2.00
0033	832E15000	STORM WATER POLLUTION PREVENTION PLAN	LS	1.00	\$1,250.00	\$1,250.00	\$3,000.00	\$3,000.00
0034	832E15002	STORM WATER POLLUTION PREVENTION INSPECTIONS	LS	1.00	\$5,000.00	\$5,000.00	\$5,500.00	\$5,500.00
0035	832E15010	STORM WATER POLLUTION PREVENTION INSPECTION SOFTWARE	LS	1.00	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00
0036	832E30000	EROSION CONTROL	EACH	5000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00
Section 0003: DRAINAGE								
0037	605E13300	6" UNCLASSIFIED PIPE UNDERDRAINS	FT	299.00	\$20.00	\$5,980.00	\$24.00	\$7,176.00
0038	605E14000	6" BASE PIPE UNDERDRAINS	FT	2035.00	\$15.00	\$30,525.00	\$30.00	\$61,050.00
0039	611E00510	6" CONDUIT, TYPE F FOR UNDERDRAIN OUTLETS	FT	492.00	\$25.00	\$12,300.00	\$24.00	\$11,808.00
0040	611E00900	6" CONDUIT, TYPE B	FT	26.00	\$90.00	\$2,340.00	\$75.00	\$1,950.00
0041	611E03100	10" CONDUIT, TYPE B	FT	34.00	\$100.00	\$3,400.00	\$90.00	\$3,060.00
0042	611E04400	12" CONDUIT, TYPE B	FT	728.00	\$125.00	\$91,000.00	\$105.00	\$76,440.00
0043	611E05900	15" CONDUIT, TYPE B	FT	596.00	\$132.00	\$78,672.00	\$135.00	\$80,460.00
0044	611E98180	CATCH BASIN, NO. 3A	EACH	5.00	\$3,500.00	\$17,500.00	\$3,500.00	\$17,500.00
0045	611E98630	CATCH BASIN ADJUSTED TO GRADE	EACH	5.00	\$1,250.00	\$6,250.00	\$850.00	\$4,250.00
0046	611E98690	CATCH BASIN, MISC.: VALLEY GUTTER CATCH BASIN	EACH	14.00	\$3,400.00	\$47,600.00	\$3,500.00	\$49,000.00
0047	611E99574	MANHOLE, NO. 3	EACH	11.00	\$4,700.00	\$51,700.00	\$6,570.00	\$72,270.00
0048	611E99655	MANHOLE ADJUSTED TO GRADE, AS PER PLAN	EACH	3.00	\$1,100.00	\$3,300.00	\$950.00	\$2,850.00

Line	Item Number	Description	Unit	Quantity	Unit Price	Total	Unit Price	Total
0049	611E99582	MANHOLE, NO. 3 WITH 90" BASE I.D. AND 8" WEIR	EACH	1.00	\$20,000.00	\$20,000.00	\$32,500.00	\$32,500.00
0050	611E99700	SPECIAL GAS VALVE BOX ADJUSTED TO GRADE	EACH	3.00	\$250.00	\$750.00	\$1,500.00	\$4,500.00
0051	895E10020	MANUFACTURED WATER QUALITY STRUCTURE, TYPE 2	EACH	1.00	\$28,000.00	\$28,000.00	\$52,650.00	\$52,650.00
Section 0004: PAVEMENT								
0052	254E01001	PAVEMENT PLANING, ASPHALT CONCRETE, AS PER PLAN	SY	1666.00	\$5.00	\$8,330.00	\$7.00	\$11,662.00
0053	302E56000	ASPHALT CONCRETE BASE, PG64-22, (449)	CY	381.00	\$208.00	\$79,248.00	\$255.00	\$97,155.00
0054	304E20000	AGGREGATE BASE	CY	668.00	\$84.00	\$56,112.00	\$63.00	\$42,084.00
0055	305E10010	6" CONCRETE BASE, CLASS QC 1P	SY	1170.00	\$118.00	\$138,060.00	\$115.00	\$134,550.00
0056	407E20000	NON-TRACKING TACK COAT	GAL	399.00	\$3.00	\$1,197.00	\$350.00	\$139,650.00
0057	441E70000	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (449), PG64-22	CY	165.00	\$280.00	\$46,200.00	\$312.00	\$51,480.00
0058	441E70300	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (449)	CY	112.00	\$270.00	\$30,240.00	\$300.00	\$33,600.00
0059	441E70500	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (449), (DRIVEWAYS)	CY	4.00	\$700.00	\$2,800.00	\$620.00	\$2,480.00
0060	441E70700	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (449), (DRIVEWAYS)	CY	5.00	\$650.00	\$3,250.00	\$605.00	\$3,025.00
0061	452E12010	8" NON-REINFORCED CONCRETE PAVEMENT, CLASS QC 1P	SY	429.00	\$130.00	\$55,770.00	\$130.00	\$55,770.00
0062	452E19001	VARIABLE THICKNESS NON-REINFORCED CONCRETE PAVEMENT, AS PER PLAN	SY	35.00	\$225.00	\$7,875.00	\$244.00	\$8,540.00
0063	452E19001	VARIABLE THICKNESS NON-REINFORCED CONCRETE PAVEMENT, AS PER PLAN EXPOSED AGGREGATE	SY	32.00	\$275.00	\$8,800.00	\$313.00	\$10,016.00
0064	609E12000	COMBINATION CURB AND GUTTER, TYPE 2	FT	114.00	\$75.00	\$8,550.00	\$75.00	\$8,550.00
0065	609E26000	CURB, TYPE 6	FT	901.00	\$44.00	\$39,644.00	\$46.00	\$41,446.00
0066	609E28000	CURB, TYPE 7	FT	90.00	\$65.00	\$5,850.00	\$66.00	\$5,940.00
0067	609E98000	CURB, MISC.: VALLEY GUTTER	FT	1317.00	\$55.00	\$72,435.00	\$51.00	\$67,167.00
Section 0005: WATER WORK								
0068	202E75610	VALVE BOX REMOVED	EACH	2.00	\$175.00	\$350.00	\$240.00	\$480.00
0069	638E10500	FIRE HYDRANT REMOVED AND RESET	EACH	1.00	\$2,500.00	\$2,500.00	\$1,100.00	\$1,100.00
0070	638E10800	VALVE BOX ADJUSTED TO GRADE	EACH	7.00	\$700.00	\$4,900.00	\$210.00	\$1,470.00
0071	638E10900	SERVICE BOX ADJUSTED TO GRADE	EACH	13.00	\$275.00	\$3,575.00	\$210.00	\$2,730.00
0072	638E98000	WATER WORK, MISC.: EXISTING WATER MAIN PLUGGED	EACH	1.00	\$3,500.00	\$3,500.00	\$1,000.00	\$1,000.00
0073	638E98000	WATER WORK, MISC.: VALVE BOX REMOVED AND RELOCATED	EACH	1.00	\$500.00	\$500.00	\$790.00	\$790.00
0074	638E98000	WATER WORK, MISC.: SERVICE BOX REMOVED	EACH	1.00	\$250.00	\$250.00	\$240.00	\$240.00
0075	638E98000	WATER WORK, MISC.: SERVICE BOX REMOVED AND RELOCATED	EACH	5.00	\$350.00	\$1,750.00	\$850.00	\$4,250.00
Section 0006: SANITARY SEWER								
0076	611E00900	6" CONDUIT, TYPE B SANITARY SEWER LATERAL (CONTINGENCY)	FT	53.00	\$125.00	\$6,625.00	\$150.00	\$7,950.00

Line	Item Number	Description	Unit	Quantity	Unit Price	Total	Unit Price	Total
0077	611E99655	MANHOLE ADJUSTED TO GRADE, AS PER PLAN	EACH	5.00	\$1,500.00	\$7,500.00	\$850.00	\$4,250.00
0078	690E98000	LATERAL SEWER CLEANING, TESTING AND PRECONSTRUCTION TELEVISIONING	EACH	2.00	\$850.00	\$1,700.00	\$500.00	\$1,000.00
0079	690E98000	NEW CLEANOUTS ON EXISTING LATERALS	EACH	1.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00
0080	690E98000	CONTINGENCY: NEW CLEANOUTS ON NEW LATERALS	EACH	1.00	\$750.00	\$750.00	\$2,500.00	\$2,500.00
0081	690E98000	CONTINGENCY: 8-INCH BY 6-INCH CURED-IN-PLACE MAIN AND LATERAL CONNECTION REHABILITATION	EACH	2.00	\$7,500.00	\$15,000.00	\$2,000.00	\$4,000.00
0082	690E98000	SPECIAL - SANITARY CLEANOUT ADJUSTED TO GRADE	EACH	7.00	\$250.00	\$1,750.00	\$750.00	\$5,250.00
0083	690E98100	6-INCH CURED-IN-PLACE LATERAL SEWER REHABILITATION	FT	53.00	\$35.00	\$1,855.00	\$300.00	\$15,900.00
0084	690E98100	LATERAL HEAVY CLEANING	FT	53.00	\$15.00	\$795.00	\$15.00	\$795.00
Section 0007: LIGHTING								
0085	625E98200	LIGHTING, MISC.: LIGHTING AND ELECTRICAL IMPROVEMENTS	LS	1.00	\$1,100,000.00	\$1,100,000.00	\$1,242,500.00	\$1,242,500.00
Section 0008: TRAFFIC CONTROL								
0086	630E79500	SIGN SUPPORT ASSEMBLY, POLE MOUNTED	EACH	14.00	\$180.00	\$2,520.00	\$210.00	\$2,940.00
0087	630E80100	SIGN, FLAT SHEET	SF	58.00	\$28.00	\$1,624.00	\$32.00	\$1,856.00
0088	630E80500	SIGN, DOUBLE FACED, STREET NAME	EACH	2.00	\$130.00	\$260.00	\$150.00	\$300.00
0089	630E84900	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL	EACH	8.00	\$26.00	\$208.00	\$30.00	\$240.00
0090	630E85100	REMOVAL OF GROUND MOUNTED SIGN AND REERECTION	EACH	8.00	\$55.00	\$440.00	\$60.00	\$480.00
0091	630E86002	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL	EACH	8.00	\$80.00	\$640.00	\$90.00	\$720.00
0092	630E87500	REMOVAL OF POLE MOUNTED SIGN AND DISPOSAL	EACH	22.00	\$80.00	\$1,760.00	\$90.00	\$1,980.00
0093	630E97800	SIGNING, MISC.: BLACK BACKGROUND, FLAT SHEET	SF	25.00	\$40.00	\$1,000.00	\$48.00	\$1,200.00
0094	630E97900	SIGNING, MISC.: 2" SQUARE GROUND MOUNTED POST SUPPORT	FT	124.00	\$16.00	\$1,984.00	\$18.00	\$2,232.00
0095	642E00300	CENTER LINE, TYPE 1	MILE	0.22	\$9,500.00	\$2,090.00	\$110.00	\$24.20
0096	644E00500	STOP LINE	FT	74.00	\$9.25	\$684.50	\$11.00	\$814.00
0097	644E00631	CROSSWALK LINE, 24", AS PER PLAN	FT	310.00	\$18.00	\$5,580.00	\$14.00	\$4,340.00
0098	644E20800	YIELD LINE	FT	26.00	\$21.00	\$546.00	\$24.00	\$624.00
Section 0009: TRAFFIC SIGNALS								
0099	611E00400	4" CONDUIT, TYPE E	FT	25.00	\$12.00	\$300.00	\$15.00	\$375.00
0100	625E25408	CONDUIT, 2", 725.051	FT	65.00	\$7.00	\$455.00	\$10.00	\$650.00
0101	625E25504	CONDUIT, 3", 725.051	FT	24.00	\$10.00	\$240.00	\$11.00	\$264.00
0102	625E25604	CONDUIT, 4", 725.051	FT	66.00	\$12.00	\$792.00	\$12.00	\$792.00
0103	625E25908	CONDUIT, JACKED OR DRILLED, 725.052 4"	FT	100.00	\$30.00	\$3,000.00	\$37.00	\$3,700.00
0104	625E25910	CONDUIT CLEANED AND CABLES REMOVED	FT	134.00	\$10.00	\$1,340.00	\$12.00	\$1,608.00

Line	Item Number	Description	Unit	Quantity	Unit Price	Total	Unit Price	Total
0105	625E25920	CONDUIT, MISC.: CONDUIT & CABLE REMOVED	FT	119.00	\$10.00	\$1,190.00	\$12.00	\$1,428.00
0106	625E29000	TRENCH	FT	150.00	\$10.00	\$1,500.00	\$11.00	\$1,650.00
0107	625E30706	PULL BOX, 725.08, 24"	EACH	1.00	\$1,500.00	\$1,500.00	\$1,774.00	\$1,774.00
0108	625E31510	PULL BOX REMOVED	EACH	1.00	\$875.00	\$875.00	\$1,050.00	\$1,050.00
0109	625E31600	PULL BOX, MISC.: PULLBOX ADJUSTED TO GRADE	EACH	2.00	\$1,000.00	\$2,000.00	\$115.00	\$230.00
0110	625E32000	GROUND ROD	EACH	4.00	\$500.00	\$2,000.00	\$600.00	\$2,400.00
0111	625E36010	UNDERGROUND WARNING MARKING TAPE	FT	150.00	\$2.55	\$382.50	\$3.00	\$450.00
0112	632E40200	SIGNAL CABLE, 2 CONDUCTOR, NO. 14 AWG	FT	56.00	\$4.50	\$252.00	\$5.00	\$280.00
0113	632E40500	SIGNAL CABLE, 5 CONDUCTOR, NO. 14 AWG	FT	1276.00	\$5.00	\$6,380.00	\$6.00	\$7,656.00
0114	632E40700	SIGNAL CABLE, 7 CONDUCTOR, NO. 14 AWG	FT	511.00	\$6.00	\$3,066.00	\$7.00	\$3,577.00
0115	632E64020	PEDESTAL FOUNDATION	EACH	4.00	\$1,675.00	\$6,700.00	\$1,940.00	\$7,760.00
0116	632E89920	PEDESTAL, 10.7' TALL, TRANSFORMER BASE	EACH	4.00	\$3,250.00	\$13,000.00	\$3,625.00	\$14,500.00
0117	632E90020	REMOVAL OF MISCELLANEOUS TRAFFIC SIGNAL ITEM: PEDESTRIAN SIGNAL HEAD(S) AND PEDESTRIAN PUSHBUTTON FOR REUSE	EACH	2.00	\$750.00	\$1,500.00	\$850.00	\$1,700.00
0118	632E90020	REMOVAL OF MISCELLANEOUS TRAFFIC SIGNAL ITEM: PEDESTAL AND FOUNDATION	EACH	2.00	\$750.00	\$1,500.00	\$850.00	\$1,700.00
0119	632E90020	REMOVAL OF MISCELLANEOUS TRAFFIC SIGNAL ITEM: VIDEO DETECTION SYSTEM	EACH	2.00	\$1,500.00	\$3,000.00	\$1,700.00	\$3,400.00
0120	632E90202	REUSE OF PEDESTRIAN SIGNAL HEAD	EACH	4.00	\$900.00	\$3,600.00	\$1,050.00	\$4,200.00
0121	632E90210	REUSE OF PEDESTRIAN PUSHBUTTON	EACH	2.00	\$725.00	\$1,450.00	\$840.00	\$1,680.00
0122	632E90400	SIGNALIZATION, MISC.: REPROGRAM CONTROLLER	EACH	1.00	\$200.00	\$200.00	\$200.00	\$200.00
0123	809E69100	STOP LINE RADAR DETECTION	EACH	2.00	\$11,000.00	\$22,000.00	\$13,900.00	\$27,800.00
Section 0010: LANDSCAPING								
0124	602E98100	MASONRY, MISC.: STONE VENEER MASONRY RETAINING WALL	FT	168.00	\$925.00	\$155,400.00	\$200.00	\$33,600.00
0125	602E98100	MASONRY, MISC.: STONE VENEER MASONRY FREESTANDING WALL	FT	176.00	\$975.00	\$171,600.00	\$200.00	\$35,200.00
0126	602E98100	MASONRY, MISC.: POCKET PARK RAISED PLANTER	FT	47.00	\$1,350.00	\$63,450.00	\$1,250.00	\$58,750.00
0127	607E98000	FENCE, MISC.: 18" HT. ORNAMENTAL METAL FENCE	FT	175.00	\$295.00	\$51,625.00	\$285.00	\$49,875.00
0128	607E98000	FENCE, MISC.: 36" HT. ORNAMENTAL FENCE	FT	139.00	\$385.00	\$53,515.00	\$350.00	\$48,650.00
0129	661E00501	MULCH, AS PER PLAN: FIBER WOOD MULCH	CY	65.00	\$110.00	\$7,150.00	\$144.00	\$9,360.00
0130	661E12500	GROUND COVER AND VINES, 2 YEAR, CLUMP: CALAMAGROSITIS ACUTIFLORA	EACH	43.00	\$23.00	\$989.00	\$22.00	\$946.00
0131	661E12500	GROUND COVER AND VINES, 2 YEAR, CLUMP: GERANIUM IBERICUM "JOHNSON BLUE"	EACH	76.00	\$32.00	\$2,432.00	\$22.00	\$1,672.00
0132	661E12500	GROUND COVER AND VINES, 2 YEAR, CLUMP: LEUCANTHERNUM X SUPERBUM "SNOW CAP"	EACH	25.00	\$20.00	\$500.00	\$22.00	\$550.00
0133	661E12500	GROUND COVER AND VINES, 2 YEAR, CLUMP: PENNISETUM ALOPECUROIDES "HAMELIN"	EACH	134.00	\$23.00	\$3,082.00	\$22.00	\$2,948.00
0134	661E12500	GROUND COVER AND VINES, 2 YEAR, CLUMP: HEMEROCALLIS "ROSY RETURNS"	EACH	62.00	\$30.00	\$1,860.00	\$22.00	\$1,364.00

Line	Item Number	Description	Unit	Quantity	Unit Price	Total	Unit Price	Total
0135	661E12500	GROUNDCOVER AND VINES, 2 YEAR, CLUMP: ASTER NOVI-BELGII "WOOD'S BLUE"	EACH	35.00	\$30.00	\$1,050.00	\$22.00	\$770.00
0136	661E12500	GROUNDCOVER AND VINES, 2 YEAR, CLUMP: NEPETA FASSENII	EACH	50.00	\$20.00	\$1,000.00	\$22.00	\$1,100.00
0137	661E12500	GROUNDCOVER AND VINES, 2 YEAR, CLUMP: STACHYS OFFICINALIS	EACH	69.00	\$20.00	\$1,380.00	\$22.00	\$1,518.00
0138	661E12500	GROUNDCOVER AND VINES, 2 YEAR, CLUMP: SCHIZACHYRIUM SCOPARIUM "JAZZ"	EACH	103.00	\$46.00	\$4,738.00	\$22.00	\$2,266.00
0139	661E20021	DECIDUOUS SHRUB, 18" HEIGHT, AS PER PLAN: HYDRANGEA QUERCIFOLIA "MUNCHKIN"	EACH	14.00	\$85.00	\$1,190.00	\$110.00	\$1,540.00
0140	661E20021	DECIDUOUS SHRUB, 18" HEIGHT, AS PER PLAN: BUDDELIA X "PUGSTER PINK"	EACH	14.00	\$75.00	\$1,050.00	\$110.00	\$1,540.00
0141	661E20021	DECIDUOUS SHRUB, 18" HEIGHT, AS PER PLAN: ITEA VIRGINIANA "SPIRCH"	EACH	26.00	\$80.00	\$2,080.00	\$110.00	\$2,860.00
0142	661E20021	DECIDUOUS SHRUB, 18" HEIGHT, AS PER PLAN: JUNIPERUS CHINENSIS "HETZ COLUMNAR"	EACH	2.00	\$235.00	\$470.00	\$110.00	\$220.00
0143	661E20021	DECIDUOUS SHRUB, 18" HEIGHT, AS PER PLAN: SPIREA X "NCSX2"	EACH	42.00	\$76.00	\$3,192.00	\$110.00	\$4,620.00
0144	661E20021	DECIDUOUS SHRUB, 18" HEIGHT, AS PER PLAN: HYDRANGAEA PANICULATA	EACH	74.00	\$82.00	\$6,068.00	\$110.00	\$8,140.00
0145	661E20021	DECIDUOUS SHRUB, 18" HEIGHT, AS PER PLAN: ILEX VERTICILLATA "MR POPPINS"	EACH	10.00	\$80.00	\$800.00	\$110.00	\$1,100.00
0146	661E20021	DECIDUOUS SHRUB, 18" HEIGHT, AS PER PLAN: ILEX VERTICILLATA "BERRY POPPINS"	EACH	19.00	\$80.00	\$1,520.00	\$110.00	\$2,090.00
0147	661E30020	EVERGREEN SHRUB, 15" HEIGHT: AS PER PLAN, PINUS MUGO "EMERALD DWARF"	EACH	40.00	\$110.00	\$4,400.00	\$110.00	\$4,400.00
0148	661E40061	DECIDUOUS TREE, 1-1/2" CALIPER, AS PER PLAN: ULMUS X MORTON	EACH	9.00	\$625.00	\$5,625.00	\$900.00	\$8,100.00
0149	661E40061	DECIDUOUS TREE, 1-1/2" CALIPER, AS PER PLAN: ACER RUBRUM "RED ROCKET"	EACH	7.00	\$655.00	\$4,585.00	\$900.00	\$6,300.00
0150	661E40061	DECIDUOUS TREE, 1-1/2" CALIPER, AS PER PLAN: CERCIS CANADENSIS (MULTI-STEM)	EACH	3.00	\$435.00	\$1,305.00	\$900.00	\$2,700.00
0151	661E40061	DECIDUOUS TREE, 1-1/2" CALIPER, AS PER PLAN: ZELKOVA SERRATA "MUSAHINO"	EACH	5.00	\$580.00	\$2,900.00	\$900.00	\$4,500.00
0152	661E40101	DECIDUOUS TREE, 2-1/2" CALIPER, AS PER PLAN: TILIA CORDATA "CORINTHIAN"	EACH	7.00	\$580.00	\$4,060.00	\$985.00	\$6,895.00
0153	661E40081	DECIDUOUS TREE, 2" CALIPER, AS PER PLAN: AMELANCHIER X GRANDIFLORA "AUTUMN BRILLIANCE"	EACH	2.00	\$620.00	\$1,240.00	\$960.00	\$1,920.00
0154	661E99920	PLANTING, MISC.: LAWN/SOD	SF	591.00	\$10.00	\$5,910.00	\$2.00	\$1,182.00
0155	690E98700	SPECIAL - 18" DEPTH PLANTING SOIL	CY	16.00	\$115.00	\$1,840.00	\$100.00	\$1,600.00
0156	690E98700	SPECIAL - 36" DEPTH PLANTING SOIL	CY	429.00	\$115.00	\$49,335.00	\$100.00	\$42,900.00
0157	690E98700	SPECIAL - 30" DEPTH STRUCTURAL SOIL	CY	72.00	\$155.00	\$11,160.00	\$100.00	\$7,200.00
0158	690E98700	SPECIAL - 6" DEPTH TOPSOIL	CY	11.00	\$185.00	\$2,035.00	\$100.00	\$1,100.00
0159	690E98000	SPECIAL - GATEWAY SIGN FOUNDATION	EACH	2.00	\$7,500.00	\$15,000.00	\$8,500.00	\$17,000.00
0160	690E98000	SORELLA PLANTER A	EACH	8.00	\$2,250.00	\$18,000.00	\$2,690.00	\$21,520.00
0161	690E98000	SORELLA PLANTER B	EACH	2.00	\$2,250.00	\$4,500.00	\$2,320.00	\$4,640.00
0162	690E98000	SORELLA PLANTER C	EACH	2.00	\$1,750.00	\$3,500.00	\$1,990.00	\$3,980.00
0163	690E98000	SPECIAL - TOURNESOL WILSHIRE PLANTER	EACH	2.00	\$2,000.00	\$4,000.00	\$2,680.00	\$5,360.00
0164	690E98000	STOP BOLLARD	EACH	2.00	\$1,600.00	\$3,200.00	\$4,400.00	\$8,800.00
0165	690E98000	PARC VUE BENCH: 6' LONG BACKED	EACH	5.00	\$3,000.00	\$15,000.00	\$2,790.00	\$13,950.00

Line	Item Number	Description	Unit	Quantity	Unit Price	Total	Unit Price	Total
0166	690E98000	SPECIAL - PARC VUE BENCH: 6' LONG BACKLESS	EACH	3.00	\$2,500.00	\$7,500.00	\$2,790.00	\$8,370.00
0167	690E98000	CUSTOM PARC VUE BENCH: 8' LONG BACKED	EACH	2.00	\$3,000.00	\$6,000.00	\$3,640.00	\$7,280.00
0168	690E98000	CUSTOM PARC VUE BENCH: 8' LONG BACKLESS	EACH	2.00	\$2,500.00	\$5,000.00	\$3,400.00	\$6,800.00
0169	690E98000	LOLL ADIRONDACK CHAIR (FLAT)	EACH	8.00	\$750.00	\$6,000.00	\$400.00	\$3,200.00
0170	690E98000	CHASE PARKLITTER RECEPTACLE	EACH	5.00	\$2,750.00	\$13,750.00	\$3,230.00	\$16,150.00
0171	690E98000	PARC CENTRE CHAIR	EACH	10.00	\$500.00	\$5,000.00	\$630.00	\$6,300.00
0172	690E98000	PARC CENTRE TABLE	EACH	4.00	\$1,250.00	\$5,000.00	\$1,580.00	\$6,320.00
0173	690E98000	LOW COFFEE TABLE	EACH	2.00	\$3,250.00	\$6,500.00	\$3,610.00	\$7,220.00
0174	690E98000	LOLL HARVEST DINING TABLE	EACH	3.00	\$4,000.00	\$12,000.00	\$4,870.00	\$14,610.00
0175	690E98000	LOLL HARVEST DINING BENCH	EACH	6.00	\$2,500.00	\$15,000.00	\$2,860.00	\$17,160.00
0176	690E98000	LOLL LOLLYGAGGER END TABLE	EACH	6.00	\$350.00	\$2,100.00	\$1,000.00	\$6,000.00
0177	690E98000	RING BICYCLE RACK - CUSTOM/EMBEDED	EACH	2.00	\$1,100.00	\$2,200.00	\$3,050.00	\$6,100.00
0178	690E98000	BRONZE PAVEMENT PLAQUE	EACH	1.00	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00
0179	690E98000	IRRIGATION SYSTEM	EACH	48000.00	\$1.00	\$48,000.00	\$1.00	\$48,000.00
0180	690E98000	CONCRETE PLINTH	EACH	2.00	\$3,500.00	\$7,000.00	\$5,500.00	\$11,000.00
0181	690E98100	CONCRETE STEPS AT POCKET PARK	FT	29.00	\$450.00	\$13,050.00	\$365.00	\$10,585.00
0182	690E98100	4" CONCRETE PLANTER CURB	FT	1376.00	\$65.00	\$89,440.00	\$55.00	\$75,680.00
0183	690E98100	6" CONCRETE PLANTER CURB	FT	71.00	\$80.00	\$5,680.00	\$65.00	\$4,615.00
0184	690E98100	SPECIAL - 8" POCKET PARK PLANTER CURB	FT	46.00	\$108.00	\$4,968.00	\$85.00	\$3,910.00
0185	690E98200	VEHICULAR BRICK PAVERS	SF	4902.00	\$31.00	\$151,962.00	\$37.00	\$181,374.00
0186	690E98200	ACCENT BRICK PAVERS	SF	563.00	\$35.00	\$19,705.00	\$40.00	\$22,520.00
0187	690E98200	PEDESTRIAN BRICK PAVERS	SF	2362.00	\$32.00	\$75,584.00	\$39.00	\$92,118.00
0188	690E98200	TACTICAL WARNING PAVERS	SF	1827.00	\$38.00	\$69,426.00	\$46.00	\$84,042.00
0189	690E98400	CEDAR SHAKE & SHINGLE SEALANT	LS	1.00	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00
0190	690E98400	WOOD EXTERIOR STAIN AND SEALER	LS	1.00	\$7,500.00	\$7,500.00	\$3,000.00	\$3,000.00
Section 0011: MAINTENANCE OF TRAFFIC								
0191	614E11110	LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASSISTANCE	HOURL	8.00	\$100.00	\$800.00	\$360.00	\$2,880.00
0192	614E13000	ASPHALT CONCRETE FOR MAINTAINING TRAFFIC	CY	10.00	\$325.00	\$3,250.00	\$528.00	\$5,280.00
0193	614E18600	PORTABLE CHANGEABLE MESSAGE SIGN	SNMT	24.00	\$1,000.00	\$24,000.00	\$2,400.00	\$57,600.00
0194	614E21000	WORK ZONE CENTER LINE, CLASS I	MILE	0.07	\$9,000.00	\$630.00	\$11,000.00	\$770.00
0195	614E22000	WORK ZONE EDGE LINE, CLASS I, 4"	MILE	0.35	\$9,000.00	\$3,150.00	\$3,100.00	\$1,085.00

Line	Item Number	Description	Unit	Quantity	Unit Price	Total	Unit Price	Total
0196	614E24000	WORK ZONE DOTTED LINE, CLASS I	FT	45.00	\$10.00	\$450.00	\$12.00	\$540.00
0197	616E10000	WATER	MGAL	6.00	\$50.00	\$300.00	\$10.00	\$60.00
Section 0012: INCIDENTALS								
0198	614E11000	MAINTAINING TRAFFIC	LS	1.00	\$60,000.00	\$60,000.00	\$38,000.00	\$38,000.00
0199	623E10000	CONSTRUCTION LAYOUT STAKES AND SURVEYING	LS	1.00	\$30,000.00	\$30,000.00	\$55,000.00	\$55,000.00
0200	624E10000	MOBILIZATION	LS	1.00	\$170,000.00	\$170,000.00	\$65,000.00	\$65,000.00
Bid Total:						\$4,526,522.00		\$4,784,107.70

Published Engineer's Estimate: \$4,618,223.78

The above Detailed Bid Tabulation is a true and accurate transcription of the bids received for this project on May 5th, 2026.



Eric M. Barnes E-88904
City of Sylvania
Deputy Service Director





11a

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

May 18, 2026

To: The Mayor and Members of Sylvania City Council

Re: **Contract for Supplemental Professional Lighting Design Services – Tetra Tech
LUC-23-11.75 (PID 105889)**

Dear Mr. Mayor and Council Members:

The Service Department became aware of a gap in the construction plans on the LUC-23-11.75 (PID 105889) project in April regarding the proposed lighting design. The Ohio Department of Transportation's prime consultant, ARCADIS, was only scoped to provide roadway lighting design services for US-23 on/off ramps and the new Monroe Street bridge deck. None of the surface streets, less new lighting provided at traffic signals, had been accounted for in ARCADIS's scope of work.

ARCADIS's lighting design subconsultant was Tetra Tech. The Service Department reached out to Tetra Tech to request a supplemental engineering proposal to provide fill-in-the-gap surface lighting design services. Their scope of work would include assembling an inventory of existing Toledo Edison lighting remaining and combine this with proposed traffic signal and bridge lighting to compile a photometric base map. Tetra Tech will use the photometric base map to recommend additional lighting locations.

Tetra Tech has provided a cost-plus fixed fee proposal in the amount of \$20,000 to provide the City with updated and expedited lighting construction plans. The Service Department programed \$490,000 into the 2026 capital improvement budget (account 401-7610-53612) for contingency use during the Season 2 construction and is recommending a portion of those funds be used for this effort.

Please call with any questions.

Sincerely,

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

ORDINANCE NO. 88-2026

ACCEPTING THE PROPOSAL OF TETRA TECH FOR SUPPLEMENTAL PROFESSIONAL LIGHTING DESIGN SERVICES RELATIVE TO THE US 23/MONROE STREET INTERCHANGE PROJECT INCLUDING SURFACE STREETS; APPROPRIATING FUNDS THEREFORE IN THE AMOUNT OF \$20,000; AND DECLARING AN EMERGENCY.

WHEREAS, recently, the Service Department discovered a gap in the construction plans on the US-23/Monroe Street Interchange Project related to the lighting design; and,

WHEREAS, the Ohio Department of Transportation's prime consultant, ARCADIS, was only authorized to provide roadway lighting design services for US-23 on/off ramps and the new Monroe Street bridge deck, but none of the surface streets, less new lighting provided at traffic signals, had been accounted for in ARCADIS' scope of work; and,

WHEREAS, ARCADIS' lighting design subconsultant was Tetra Tech; and,

WHEREAS, the Director of Public Service, by report dated May 18, 2026, has received a supplemental engineering proposal from Tetra Tech to provide fill-in-the-gap surface street lighting design services for the limits of the Monroe Street and Alexis Road Corridors from Harroun Road east on Monroe Street approximately 3000' and on Alexis Road from Monroe Street approximately 600'; and,

WHEREAS, the proposal also includes assembling an inventory of existing Toledo Edison lighting remaining and combining this with the proposed traffic signal and bridge lighting to compile a photometric base map at a cost of \$20,000; and,

WHEREAS, the Director of Public Service, by report dated May 18, 2026, has recommended approval of the proposal of Tetra Tech to provide surface street lighting design services as set forth in the proposal dated May 8, 2026 for the cost of Twenty Thousand Dollars (\$20,000.00).

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 the same hereby are, authorized and directed to accept the proposal of Tetra Tech dated May 8, 2026, on behalf of the City of Sylvania, for said surface street lighting design services in the amount of Twenty Thousand Dollars (\$20,000.00).

SECTION 2. That the Director of Public Service shall give notice to Tetra Tech to proceed under the proposal hereby authorized.

SECTION 3. That to provide funds for said professional lighting design services hereby authorized, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore appropriated to **Account No. 401-7610-53612 – US23/Monroe St. Interchange Improvements** an amount not to exceed Twenty Thousand Dollars (\$20,000.00).

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

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

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

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2026, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council
APPROVED:

Director of Law

Mayor

Date



May 8, 2026

Joe Shaw, P.E., P.S.
Director of Public Service
City of Sylvania
6730 Monroe Street, Suite 101
Sylvania, Ohio 43560

Re: Proposal for LUC-23-11.75 Lighting Analysis and Design Services

Dear Mr. Shaw:

We are pleased to submit this proposal to assist the City of Sylvania with lighting analysis and design services for the LUC-23-11.75 project.

SCOPE OF SERVICES

Task 1 – Lighting Analysis

We will complete a photometric analysis for the limits of the Monroe Street and Alexis Avenue corridors impacted by the LUC-23-11.75 project – from Harroun Road east on Monroe Street approximately 3000' and on Alexis Road from Monroe Street approximately 600'. The analysis will include existing Toledo Edison lighting that was not impacted or has already been relocated. We will develop a lighting layout that will add light poles as needed to meet highway lighting requirements found in the latest ODOT Traffic Engineering Manual. Deliverables will include a printout of the photometric results and lighting layout plan showing existing and proposed lighting locations. We understand that this information will assist the City with determining if the additional lighting will be constructed and maintained by Toledo Edison or constructed by the LUC-23-11.75 contractor and owned and maintained by the City.

Task 2 – Lighting Design and Plans (If Authorized)

If the City elects to have the replacement lighting owned by the City, lighting plans will be required. We will design and prepare plans for lighting the Monroe Street and Alexis Avenue corridors. Services will include final photometrics calculations and development of a final lighting layout, electrical design and plan development. Deliverables will include a printout of the final lighting photometrics, voltage drop calculations, lighting notes sheet (1), lighting sub-summary sheet (1) and lighting plan sheets (8). This design will be provided to the City of Sylvania to be used as a potential construction change order in the LUC-23-11.75 contract, or as a standalone project as a part of a separate construction contract.



ASSUMPTIONS

We have made the following assumptions in this proposal:

- No bidding or construction oversight included.
- Our scope does not include services not specifically listed herein.

COMPENSATION

Compensation for our personnel directly engaged in the work of this proposal will be based on cost plus fixed fee. We have estimated a budget of **\$20,000** for this project. If Tt anticipates that additional effort is required beyond the project scope, Tt will submit a written request to the City of Sylvania for authorization prior to performing any additional work. The agreement for this project is comprised of this proposal and the Tt Standard Terms and Conditions (Tt ST&C).

We are looking forward to working with you on this project. Thank you again for giving us this opportunity to serve the City of Sylvania!

Sincerely,

Andrew J. Langenderfer, P.E.

Vice President

419.779.7686

Andy.langenderfer@tetrattech.com

Attachments: Tt Standard Terms and Conditions

- C: Mr. Eric Barnes, P.E., P.S. – Deputy Service Director
 Mr. Dave Charville, P.E. – Tt
 Mr. Garrett Brenke, P.E. - Tt

PROPOSAL ACCEPTED BY (Mr. Mark Frye) _____

TITLE: Mayor **DATE** _____

PROPOSAL ACCEPTED BY _____

TITLE: Finance Director/Treasurer **DATE** _____

Tetra Tech, Inc.**Engineering Services Standard Terms & Conditions**

1. **Services** Consultant will perform services for the Project as set forth in the provisions for Scope of Work/ Compensation/Schedule in the Proposal and/or Attachment A and in accordance with these Terms & Conditions. Consultant has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Consultant in performing their services. Consultant is authorized to proceed with services upon receipt of an executed Agreement.
2. **Compensation** In consideration of the services performed by Consultant, the Client shall pay Consultant in the manner set forth in the Proposal and/or Attachment A. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of Consultant. Where total project compensation has been separately identified for various tasks, Consultant may adjust the amounts allocated between tasks as the work progresses so long as the total compensation amount for the project is not exceeded.
3. **Fee Definitions** The following fee types shall apply to methods of payment:
 - **Salary Cost** is defined as the individual's base salary plus customary and statutory benefits. Statutory benefits shall be as prescribed by law, and customary benefits shall be as established by Consultant employment policy.
 - **Cost Plus** is defined as the individual's base salary plus actual overhead plus professional fee. Overhead shall include customary and statutory benefits, administrative expense, and non-project operating costs.
 - **Lump Sum** is defined as a fixed price amount for the scope of services described.
 - **Standard Rates** is defined as individual time multiplied by standard billing rates for that individual.
 - **Subcontracted Services** are defined as Project-related services provided by other parties to Consultant.
 - **Reimbursable Expenses** are defined as actual expenses incurred in connection with the Project.
4. **Payment Terms** Consultant shall submit invoices at least once per month for services performed and Client shall pay the full invoice amount within 30 days of the invoice date. Invoices will be considered correct if not questioned in writing within 10 days of the invoice date. Client payment to Consultant is not contingent on arrangement of project financing or receipt of funds from a third party. In the event the Client disputes the invoice or any portion thereof, the undisputed portion shall be paid to Consultant based on terms of this Agreement. Invoices not in dispute and unpaid after 30 days shall accrue interest at the rate of one and one-half percent per month (or the maximum percentage allowed by law, whichever is the lesser). Invoice payment delayed beyond 60 days shall give Consultant the right to stop work until payments are current. Non-payment beyond 70 days shall be just cause for termination by Consultant.
5. **Additional Services** The Client and Consultant acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Consultant shall notify the Client of the need for additional services, the Consultant and Client agree to negotiate the additional compensation and related time extensions, if required, in accordance with the scope of services to be determined prior to start of the additional services, and the Client shall pay for such additional services in the amount and manner agreed upon.
6. **Site Access** The Client shall obtain all necessary approvals for Consultant to access the Project site(s).
7. **Underground Facilities** Consultant and/or its authorized subcontractor will conduct research and perform site reconnaissance in an effort to discover the location of existing underground facilities prior to developing boring plans, conducting borings, or undertaking invasive subsurface investigations. Client recognizes that accurate drawings or knowledge of the location of such facilities may not exist, or that research may reveal as-built drawings or other documents that may inaccurately show, or not show, the location of existing underground facilities. In such events, except for the sole negligence, willful misconduct, or practice not conforming to the Standard of Care cited in this Agreement, Client agrees to indemnify and hold Consultant and/or its Subcontractor harmless from any and all property damage, injury, or economic loss arising or allegedly arising from borings or other subsurface penetrations.
8. **Hazardous Materials** The Client warrants that they have disclosed all potential hazardous materials that may be encountered on the Project and acknowledges that Consultant is not and shall not be required to be in any way an arranger, generator, operator, or transporter of hazardous materials present at or near the Project Site. In the event unknown hazardous materials are encountered, Consultant shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. Client is responsible for the disposal of all regulated wastes generated as a result of services provided under this Agreement. Consultant and Client mutually agree that Consultant assumes no responsibility for the waste or disposal thereof and Client shall indemnify Consultant from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Consultant.
9. **Contractor Selection** Consultant may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is the Client's sole responsibility.

10. **Ownership of Documents** Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement are instruments of service and are, and shall remain, the property of Consultant. Record documents of service shall be based on the printed copy. Consultant will retain all common law, statutory, and other reserved rights, including the copyright thereto, and ownership of any Background Intellectual Property with a limited license granted to the Client for the use of same. Consultant will furnish documents electronically; however, the Client releases Consultant from any liability that may result from documents used in this form. Consultant shall not be held liable for reuse of documents or modifications thereof by the Client or its representatives for any purpose other than the original intent of this Agreement, without written authorization of and appropriate compensation to Consultant.
11. **Standard of Care** Services provided by Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession rendering similar services under similar circumstances and in a similar vicinity. Consultant makes no other warranty or guaranty, either express or implied. Consultant will not be liable for the cost of any omission that adds value to the Project.
12. **Period of Service** This Agreement shall remain in force until completion and acceptance of the services or until terminated by mutual agreement. Consultant shall perform the services for the Project in a timely manner consistent with sound professional practice. Consultant will strive to perform its services according to the Project schedule set forth in the provisions for Scope of Work/ Compensation/Schedule above. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. Consultant shall be entitled to an extension of time and compensation adjustment for any delay beyond Consultant's control.
13. **Insurance and Liability** Consultant shall maintain the following insurance and coverage limits during the period of service. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability insurance policies.
 - Worker's Compensation – as required by applicable state statute
 - Commercial General Liability - \$1,000,000 per occurrence for bodily injury, including death and property damage, and \$2,000,000 in the aggregate
 - Automobile Liability –\$1,000,000 combined single limit for bodily injury and property damage
 - Professional Liability (E&O) - \$1,000,000 each claim and in the aggregateThe Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Consultant shall be a named insured on those policies where Consultant may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.
14. **Indemnification** Each Party ("Indemnifying Party") shall indemnify and hold harmless the other Party, its officers, directors, and employees ("Indemnified Party") from and against any and all liabilities, settlements, losses, or costs (including reasonable attorneys' fees and costs of defense) to the extent caused solely by the negligent act, error, or omission of the Indemnifying Party in the performance of its obligations under this Agreement. If such damage, liability, or loss results in part from the negligence of both Parties or any third party, each Party shall be liable only to the extent of its proportional negligence.
15. **Dispute Resolution** The Client and Consultant agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work. Causes of action between the parties to this Agreement shall be deemed to have accrued and the applicable statutes of repose and/or limitation shall commence not later than the date of substantial completion.
16. **Suspension of Work** The Client may suspend services performed by Consultant with cause upon fourteen (14) days written notice. Consultant shall submit an invoice for services performed up to the effective date of the work suspension and for reasonable demobilization expenses and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, Consultant shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.
17. **Termination** The Client or Consultant (defaulting party) may terminate services on the Project upon seven (7) days written notice without cause or in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder (for cause). Termination for cause shall not take effect if the defaulting party cures the failure within 30 days. If either party fails to perform any obligation under this Agreement and does not cure that failure within thirty (30) days after receiving written notice from the other party describing the nonperformance, that party will be in default. If the nature of the failure is such that it cannot reasonably be cured within thirty (30) days, the defaulting party may have up to an additional sixty (60) days (for a total cure period of no more than ninety (90) days from the date of the original notice) to cure the failure, provided that the defaulting party: (a) gives written notice to the non-defaulting party within the initial 30-day period stating that more time is required, (b) promptly commences efforts to cure the failure, and (c) diligently continues those efforts to completion. In the event of any termination, the Consultant shall be entitled to compensation for all services performed up to the effective date of termination, including payment for any work completed and reimbursable expenses incurred. The Consultant shall submit a final invoice to the Client for the services performed through the termination date. The Client

shall pay all outstanding undisputed amounts due — including the final invoice and any previously unpaid invoices, plus all reasonable costs directly arising from the termination (including reasonable demobilization expenses) — within fourteen (14) days of receiving the Consultant's invoice. The Client may withhold a reasonable amount from the final payment for any services that are in dispute, provided that the Client gives written notice to the Consultant specifying the basis of the dispute and that the amount withheld is a reasonable estimate of the value of the disputed services.

18. **Authorized Representative** The Project Manager assigned to the Project by Consultant is authorized to make decisions or commitments related to the project on behalf of Consultant. Only authorized representatives of Consultant are authorized to execute contracts and/or work orders on behalf of Consultant. The Client shall designate a representative with similar authority. Email messages and verbal communication between Client and members of the project team shall not be construed as an actual or proposed contractual amendment of the services, compensation, or payment terms of the Agreement.
19. **Project Requirements** The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to Consultant at Project inception. Consultant will review the Client design standards and may recommend alternate standards considering the Standard of Care.
20. **Independent Consultant** Consultant is and shall be at all times during the term of this Agreement an independent consultant and not an employee or agent of the Client. Consultant shall retain control over the means and methods used in performing Consultant's services and may retain subconsultants to perform certain services as determined by Consultant.
21. **Compliance with Laws** Consultant shall perform its services consistent with sound professional practice and endeavor to incorporate applicable laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Consultant shall be entitled to additional compensation where additional services are needed to conform to the standard of practice. Both parties shall abide by all local, state, and federal regulations and laws, as well as the U.S. Foreign Corrupt Practices Act, UK Bribery Act, or other laws as they may apply.
22. **Permits and Approvals** Consultant will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.
23. **Limitation of Liability** In recognition of the relative risks and benefits of the project to both the Client and Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Consultant and its subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of Consultant and its subconsultants to all those named shall not exceed \$50,000 or the amount of Consultant's total fee paid by the Client for services under this Agreement, whichever is the greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.
24. **Consequential Damages** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other incidental, indirect, or consequential damages that either party may have incurred from any cause or action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the Client and Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project or with this Agreement.
25. **Waiver of Subrogation** Consultant shall endeavor to obtain a waiver of subrogation against the Client, if requested in writing by the Client, provided that Consultant will not increase its exposure to risk and Client will pay the cost associated with any premium increase or special fees.
26. **Cost Opinions** Consultant shall prepare cost opinions for the Project based on historical data, industry standards, and professional judgment, applying reasonable care and skill expected of a qualified professional in the field. These cost opinions are intended to provide an estimate for planning purposes and shall not be interpreted as a definitive or guaranteed projection of actual costs. The Client acknowledges and agrees that numerous factors beyond the Consultant's control—including, but not limited to, market fluctuations, material availability, labor costs, and unforeseen site conditions—may cause actual project costs to differ from the cost opinions provided. Consultant makes no warranty, express or implied, regarding the accuracy of these cost opinions and shall not be held liable for any variances between estimated and actual project costs.
27. **Contingency Fund** The Client acknowledges the potential for changes in the work during construction and the Client agrees to include a contingency fund in the Project budget appropriate to the potential risks and uncertainties associated with the Project. Consultant may offer advice concerning the value of the contingency fund; however, Consultant shall not be liable for additional costs that the Client may incur beyond the contingency fund they select unless such additional cost results from a negligent act, error, or omission related to services performed by Consultant.
28. **Safety** Consultant shall be responsible solely for the safety precautions or programs of its employees and no other party.

29. **Information from Other Parties** In performing the Services, Consultant shall be entitled to rely on any information, data, and documentation concerning the Project provided to it by the Client or other parties or that is generally available, as well as any statements and representations made by the Client concerning the Project or the Services. In relying on such information, Consultant shall have no obligation to investigate or independently verify the accuracy or completeness of such information. Consultant shall not be liable for any damages that may be incurred by the Client in the use of third-party information.
30. **Force Majeure** Consultant shall not be liable for any damages caused by any delay that is beyond Consultant's reasonable control, including but not limited to unavoidable delays that may result from any acts of God, strikes, lockouts, wars, acts of terrorism, riots, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.
31. **Waiver of Rights** The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.
32. **Warranty** Consultant warrants that it will deliver services under the Agreement within the standard of care. No other expressed or implied warranty is provided by Consultant.
33. **Severability** Any provision of these terms later held to be unenforceable shall be deemed void and all remaining provisions shall continue in full force and effect. In such event, the Client and Consultant will work in good faith to replace an invalid provision with one that is valid and as close to the original meaning as possible.
34. **Survival** All obligations arising prior to the termination of this Agreement and all provisions of these terms that allocate responsibility or liability between the Client and Consultant shall survive the completion or termination of services for the Project.
35. **Assignments** Neither party shall assign its rights, interests, or obligations under the Agreement without the express written consent of the other party.
36. **Governing Law** The terms of Agreement shall be governed by the laws of the state where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.
37. **Collection Costs** In the event that legal action is necessary to enforce the payment provisions of this Agreement if Client fails to make payment within sixty (60) days of the invoice date, Consultant shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs, and expenses incurred by Consultant in connection therewith and, in addition, the reasonable value of Consultant's time and expenses spent in connection with such collection action, computed at Consultant's prevailing fee schedule and expense policies.
38. **Equal Employment Opportunity** Consultant will comply with federal regulations pertaining to Equal Employment Opportunity. Consultant is in compliance with applicable local, state, and federal regulations concerning minority hiring. It is Consultant's policy to ensure that applicants and employees are treated equally without regard to race, creed, sex, color, religion, veteran status, ancestry, citizenship status, national origin, marital status, sexual orientation, or disability. Consultant expressly assures all employees, applicants for employment, and the community of its continuous commitment to equal opportunity and fair employment practices.
39. **Attorney Fees** Should there be any suit or action instituted to enforce any right granted in this contract, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party. The party that is awarded a net recovery against the other party shall be deemed the substantially prevailing party unless such other party has previously made a bona fide offer of payment in settlement and the amount of recovery is the same or less than the amount offered in settlement. Reasonable attorney fees may be recovered regardless of the forum in which the dispute is heard, including an appeal.
40. **Third Party Beneficiaries** Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are performed solely for the Client's benefit and no other entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.
41. **Ethics and Business Practices** Both parties shall abide by all local, state, and federal regulations and laws, as well as the U.S. Foreign Corrupt Practices Act, UK Bribery Act, or other laws as they may apply.
42. **Lien Rights** Consultant may file a lien against the Client's property in the event that the Client does not make payment within the time prescribed in this Agreement. The Client agrees that services by Consultant are considered property improvements, and the Client waives the right to any legal defense to the contrary.
43. **Captions** The captions herein are for convenience only and are not to be construed as part of this Agreement, nor shall the same be construed as defining or limiting in any way the scope or intent of the provisions hereof.
44. **Personal Data** Each party shall comply with all applicable laws and regulations relating to the processing, protection, or privacy of personal data, including where applicable, the guidance and codes of practice issued by regulatory bodies in any relevant jurisdiction. Each party agrees that it shall keep such personal data in a secure technological environment.



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

May 18, 2026

To: The Mayor and Members of Sylvania City Council

Re: **Agreement Modification and Extension No. 3
Green Yard Waste Drop-Off Site (Sylvania Compost)**

Dear Mr. Mayor and Council Members:

The City's green yard waste drop-off site has been at A&J Landscaping Center at 8061 West Sylvania Avenue since 2023 when our composting site in Michigan north of Toledo Memorial Park Cemetery was closed. City Council authorized the original agreement with formal company, Sylvania Compost & Recycling, LLC, on October 17, 2023 by Ordinance 84-2023. This agreement has been modified twice on January 2, 2024 (Ord. 5-2024, Modification and Extension No. 1) and March 7, 2024 (Ord. 35-2024, Modification and Extension No. 2).

Agreement Modification and Extension No. 2 is set to expire on September 30, 2026. The Service Department and Sylvania Compost & Recycling would mutually like to modify and extend the agreement for an additional 3-year term through September 30, 2029.

This modification outlines a more specific invoicing schedule from Sylvania Compost including their annual amounts requested to be paid on a quarterly basis. In addition, the Service Department requested consideration for wholesale pricing for green yard waste processing materials such as topsoil, fill dirt, and mulch. Sylvania Compost will provide an annual wholesale pricing register to all Departments at the beginning of each year. All other original agreement provisions remain in full effect.

We recommend approval of Agreement Modification and Extension No. 3 with Sylvania Compost & Recycling, LLC. Please call with any questions.

Sincerely,

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

ORDINANCE NO. 89-2026

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO A THIRD AMENDMENT TO THE CITY’S AGREEMENT WITH SYLVANIA COMPOST & RECYCLING, LLC TO PROVIDE GREEN YARD WASTE DROP-OFF FROM OCTOBER 1, 2026 THROUGH SEPTEMBER 30, 2029; AND DECLARING AN EMERGENCY.

WHEREAS, Ordinance No. 84-2023, passed October 16, 2023, accepted the proposal of Sylvania Compost & Recycling, LLC to provide Green Yard Waste Drop-Off Site and appropriated funds therefore in the amount of \$50,000 for the October 17, 2023 to August 31, 2024 term; and,

WHEREAS, Ordinance No. 5-2024, passed January 2, 2024, authorized the Mayor and Director of Finance to enter into an extension agreement with Sylvania Compost & Recycling, LLC to provide green yard waste drop-off site from September 1, 2024 through September 20, 2026; and,

WHEREAS, Ordinance No. 35-2024, passed March 7, 2024, authorized the Mayor and Director of Finance to enter into a second amendment with Sylvania Compost & Recycling, LLC to provide green yard waste drop-off from September 1, 2024 through September 30, 2026; and

WHEREAS, the Director of Public Service has recommended that the current Agreement with Sylvania Compost & Recycling, LLC be modified to outline a more specific invoicing schedule including their annual amounts requested to be paid on a quarterly basis and an annual wholesale pricing register for green yard waste processing materials such as topsoil, fill dirt, and mulch will be provided to all departments at the beginning of each year.

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

SECTION 1. That the Mayor and Director of Finance are hereby authorized to enter into a Modification and Extension Agreement No. 3 with of Sylvania Compost & Recycling, LLC on

behalf of the City of Sylvania as attached hereto as "Exhibit A" and the same is hereby approved and accepted.

SECTION 2. That the Director of Public Service shall promptly give notice to Sylvania Compost & Recycling to proceed under the Agreement Modification and Extension No. 3 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 modification of the yard waste drop-off site should commence at the earliest possible time and therefore this Ordinance should be effective immediately. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2026, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

EXHIBIT A

CITY OF SYLVANIA AGREEMENT FOR YARD WASTE DROP-OFF SITE MODIFICATION AND EXTENSION NO. 3

THIS AGREEMENT, made as of the ____ day of _____, 2026 by and between the City of Sylvania, an Ohio municipal corporation, having its address at 6730 Monroe Street, Sylvania, Ohio 43560 (the “City”) and Sylvania Compost & Recycling, LLC, an Ohio limited liability company (the “Contractor”), 8061 W. Sylvania Ave., Sylvania, Ohio 43560.

WHEREAS, City and Contractor have entered into an Agreement dated October 17, 2023 (the “Agreement”), approved by Ordinance No. 84-2023, for green yard waste disposal for a term of October 17, 2023 through August 31, 2024; and,

WHEREAS, City and Contractor have entered into an Agreement for Yard Waste Drop-Off Site Modification and Extension No. 1 dated January 2, 2024, approved by Ordinance No. 5-2024; and,

WHEREAS, City and Contractor have entered into an Agreement for Yard Waste Drop-Off Site Modification and Extension No. 2 dated March 7, 2024, approved by Ordinance No. 35-2024; and,

WHEREAS, City and Contractor desire to modify the Agreement in certain respects.

NOW, THEREFORE, in consideration of mutual covenants hereinafter set forth, and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Section 2 (Schedule) in the original Agreement shall be updated to reflect a service contract term beginning **October 1, 2026 and commencing September 30, 2029.**
2. Section 2 (Schedule) in the original Agreement shall be updated to reflect the following annual cost of service by the Contractor:
 - a. October 1, 2026 thru September 30, 2027
 - i. \$53,000 (4 quarterly payments of \$13,250)
 - ii. The Contractor shall invoice the City on:
 1. August 15, 2026
 2. November 15, 2026
 3. February 15, 2027
 4. May 15, 2027
 - b. October 1, 2027 thru September 30, 2028
 - i. \$54,000 (4 quarterly payments of \$13,500)
 - ii. The Contractor shall invoice the City on:
 1. August 15, 2027
 2. November 15, 2027

- 3. February 15, 2028
- 4. May 15, 2028
- c. October 1, 2028 thru September 30, 2029
 - i. \$55,000 (4 quarterly payments of \$13,750)
 - ii. The Contractor shall invoice the City on:
 - 1. August 15, 2028
 - 2. November 15, 2028
 - 3. February 15, 2029
 - 4. May 15, 2029

- 3. The Contractor agrees to offer the City reduced wholesale pricing for various materials such as topsoil, fill dirt, and mulching products to be updated by the Contractor and provided to the City on an annual basis.
- 4. Except as amended herein, all terms, covenants and conditions of the Agreement are now and shall continue to be and remain in full force and effect.
- 5. This Modification and Extension Agreement No. 3 and all the covenants, conditions, provisions and restrictions herein contained shall inure to the benefit of and be binding upon the heirs, executors, administrators, legatees, personal representatives, successors and assigns, respectively, of both City and Contractor.

IN WITNESS WHEREOF, the parties hereunto have executed this agreement as of the date first hereinabove written.

Sylvania Compost & Recycling, LLC

City of Sylvania

By: _____
Adam Duncan, President

By: _____
Mark R. Frye, Mayor

By: _____
Interim Director of Finance



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

May 18, 2026

To: The Mayor and Members of Sylvania City Council

Re: **Letters of Interest (LOI) for Design Engineering Services
Highland View Drive/San Benito Drive/San Reno Drive Waterline Improvements Project**

Dear Mr. Mayor and Council Members:

The Service Department is ready to commence engineering design work on a waterline replacement project on Highland View Drive, San Benito Drive, and San Reno Drive.

The Highland View Drive waterline is a mix of 4-inch and 6-inch cast iron waterline with an unconfirmed installation date, but known to have been installed prior to 1959. The replacement length would be approximately 1,375 feet. The San Benito Drive 4-inch cast iron waterline is also believed to have been installed prior to 1959 and the replacement length would be approximately 425 feet. The San Reno Drive 6-inch cast iron waterline was installed in 1957 and the replacement length would be approximately 710 feet. The total length of waterline replacement would be over 2,500 feet and all water mains would be fully replaced with a new 8" water main complete with new services and appurtenances. Roadways would be resurfaced as well.

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 July 2027. Construction is scheduled for 2029.

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

Sincerely,

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



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

May 18, 2026

To: The Mayor and Members of Sylvania City Council

Re: **Permission to Advertise Request – Refuse and Recycling Contract**

Dear Mr. Mayor and Council Members:

The City's refuse and recycling contract with Allied Waste Services of North America (d/b/a Republic Services of Toledo) was approved by City Council on August 15, 2016 (Ord. 38-2016). This contract was for a term of five (5) years through August 31, 2021 and included language to allow for one five-year extension if mutually agreed upon by both entities. Republic Services was the only bidding contractor in 2016 and has provided curbside refuse services for the City dating back to 2006.

This Agreement was amended and extended with City Council approved on July 19, 2021 (Ord. 51-2021) after a Utilities and Environment Committee meeting was held to review substantial changes proposed by the Service Department for the collection service. This amendment shifted the required collection process from cans to an automated toter system, added a bi-weekly recycling service, and amended the per unit fee structure with three percent (3%) annual increases from September 1, 2021 through September 1, 2026.

It has been ten (10) years since the City has requested bids for curbside refuse and recycling service and without an extension clause in the contract the Service Department is requesting the authorization to solicit for bids. No changes are proposed to the current collection program.

We request the Clerk of Council be authorized to advertise for bids. Please call with any questions.

Sincerely,

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

ORDINANCE NO. 90-2026

AN ORDINANCE TO AUTHORIZE AND RATIFY THE EXECUTION OF THEN AND NOW CERTIFICATES BY THE FINANCE DIRECTOR AND THE PAYMENT OF AMOUNTS DUE FOR VARIOUS PURCHASE ORDERS; AND DECLARING AN EMERGENCY.

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

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

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

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

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

welfare of the City to approve the execution by the Finance Director of Then and Now Certificates and to authorize and ratify the payment of amounts due under the contracts or orders, requiring the expenditure of \$3,000 or more.

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

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

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

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

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

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2026, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

“Exhibit A”

CITY OF SYLVANIA THEN AND NOW CERTIFICATIONS 18-May-26

<u>DATE</u>	<u>VENDOR/DESCRIPTION</u>	<u>AMOUNT</u>
4/13/2026	Ohio Department of Job & Family Services/Unemployment	3,638.50
4/20/2026	CJCC/Noris Services	3,153.94
4/21/2026	Midwest Shooting Center/Corporate Membership	5,300.00
4/21/2026	Aclara Technologies/Replacement Parks	3,181.11
4/22/2026	American Fireworks/2026 Fireworks Show	30,000.00
4/22/2026	Northwest Ohio Advanced Energy Improv. Dist./ ESIDS	68,973.66
4/24/2026	Lake ChemDry/Carpet Cleaning	4,493.00
4/24/2026	CDTC/Court Diagnostics	3,000.00
4/27/2026	Lucas County Treasurer/O&M Service Charges	393,373.68
4/29/2026	Kuhlman Corp/Pole Barn Concrete	9,005.12
5/4/2026	Sylvania Prevention Alliance	15,000.00
5/4/2026	Brown Equipment/Yearly Vactor Services	5,995.00

545,114.01



DIVISION OF POLICE
DANILYNN M. MILLER, CHIEF OF POLICE

May 14, 2026

To: Mayor Frye and Members of City Council
From: Chief Danilynn Miller
RE: MOU for Sylvania Township Fire Department participate with the Sylvania Metro Special Response Team

In 2009, under Chief Sobb and Sylvania Township Chief Metzger, the two departments decided to join their individual Special Response Teams to form the Sylvania Metro Special Response Team (SMSRT). One structure within that team is tactical medics. At times we had officers on the team that were EMT trained, however, it was recognized that having fully trained and experienced paramedics would be better. Around 2017, the Chiefs of Police and Sylvania Township Fire Department came to an agreement to have several paramedics from the fire department train with and act as tactical medics with the SMSRT.

By 2001, we had changes to the Chiefs in all the departments and I was unable to locate any MOU with the Sylvania Township Fire Department for their participation. I was able to locate a sample MOU from a Columbus area department and began working with Chief Ramm (STFD) on a similar plan for our SMSRT. After his retirement, I continued the work with Chief Nye, the current Fire Chief.

What we are presenting to you tonight is the final draft which has been approved by both Police Chiefs, the Fire Chief and Sylvania Township Administration. The goal of this project was to have the agreement in writing, much the same as we did in 2009 when the SMSRT was formed.

ORDINANCE NO. 91-2026

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO A MUTUAL AID MEMORANDUM OF UNDERSTANDING ON BEHALF OF THIS CITY OF SYLVANIA WITH THE SYLVANIA TOWNSHIP BOARD OF TRUSTEES FOR THE TACTICAL EMERGENCY MEDICAL SERVICES TEAM IN CONJUNCTION WITH THE SYLVANIA METRO SPECIAL RESPONSE TEAM; AND DECLARING AN EMERGENCY.

WHEREAS, the Sylvania Township Police Department and the City of Sylvania Police Department have collaborated for many years on the Sylvania Metro Special Response Team (“SMSRT”); and,

WHEREAS, Sylvania Fire-EMS has Tactical Emergency Medical Services (“TEMS”) certified firefighter paramedics that have been providing emergency medical services to the SMSRT; and,

WHEREAS, the TEMS SMSRT Firefighter Paramedics shall also meet or exceed the required training identified by the SMSRT Commander and the Chiefs of Police of the Sylvania Township and City of Sylvania Police Departments; and,

WHEREAS, the Chief of Police has recommended approval of the Memorandum of Understanding 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, on behalf of the City of Sylvania, Ohio, to enter into a Memorandum of Understanding with the Sylvania Township Board of Trustees, a copy of which is attached hereto as “Exhibit A.”

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

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

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

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2026, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

EXHIBIT A

Mutual Aid Memorandum of Understanding for Tactical Emergency Medical Services Team

On this 21st day of April, 2026, the Sylvania Township Board of Trustees and the Sylvania City Council into this Mutual Aid Memorandum of Understanding Agreement ("Agreement") regarding the creation of a Tactical Emergency Medical Services Team ("TEMS Team") that will work in conjunction with the Sylvania Metro Special Response Team ("SMSRT").

Article One

Scope of Work Performed by TEMS Team

From time to time the TEMS Team, which will be filled with Sylvania Township Fire Department (STFD) employees, shall accompany the SMSRT and will act as medical officers for the SMSRT. While the SMSRT will make tactical decisions, the TEMS Team will be responsible for all medical decisions. All actions taken by the TEMS Team pursuant to this Agreement are taken within the scope of the team members' employment with STFD.

The actions the TEMS Team may include, but are not limited to, the following:

- Provide medical services and support during SMSRT training and tactical operations.
- Conduct medical threat assessments to determine the potential impact of medical/health factors.
- Appoint member of the TEMS Team to serve as the Medical Intelligence Officer.
- Acquire medical history and current health status of each member of the TEMS Team and SMSRT as requested.
- Help the SMSRT to develop training scenarios.
- Help the SMSRT to develop varying approaches to handling situations from the medical perspective.
- Act as liaison between the SMSRT and outside medical care providers.
- Participate with the SMSRT in all mutually beneficial aspects of training, as determined by the STFD.

Article Two

Term of Agreement

This Agreement became effective when all participating parties signed the Agreement. Either party may terminate this Agreement at any time, and for any reason. The terminating party shall give the non-terminating party sixty (60) days' notice of termination. Notice of termination must be provided by letter to the non-terminating party's normal business address.

Article Three

Compensation and Benefits

The STFD will be responsible for all personnel costs and obligations associated with the TEMS Team. The Sylvania City Police (SPD) and Sylvania Township Police Department (STPD) will be responsible for all their respective personnel costs and obligations associated with the SMSRT.

Article Four

Medical Direction

All physician contact and standard operating procedures involving medical support shall be under the direction and authority of the Medical Director for the STFD and the respective protocol.

Article Five

TEMS Team Composition and Control

The Fire Chief or their designee will determine the size and composition of the TEMS Team and will appoint one member of the TEMS Team to act as the TEMS Team Coordinator. The TEMS Team Coordinator will serve under the Fire Chief or their designee assigned to oversee TEMS Team operations. Each member of the TEMS Team shall have a minimum of five (5) years EMS experience and a State of Ohio paramedic certification, EMT-P.

When serving as a member of the TEMS Team during the SMSRT operations,

missions, and training, the TEMS members will operate under the tactical command and supervision of the SMSRT Commander. However, the TEMS Team will make all decisions regarding the provision of medical care.

Notification for call outs will be made by the SMSRT commander to the on-duty Battalion Chief. The Battalion Chief will determine the TEMS Team member/s who will fill the assignment and will notify the SMSRT Commander of such determination as practical.

Article Six

All Actions Taken Pursuant to EMS Protocol or online medical direction or intervenor physician.

The TEMS Team will operate within the scope of practice defined by the STFD EMS protocol or online medical direction or intervenor physician. When the TEMS Team members are acting pursuant to this Agreement, they are acting as on-duty employees of Sylvania Township.

Article Seven

Medical and Protective Equipment

All medical equipment and tactical equipment necessary for the TEMS Team to perform its duties will be provided and maintained by the STFD. This shall include, but is not limited to, the following: tactical uniforms (BDU), tactical body armor, chemical agent masks, protective helmets, protective eye wear, identification patches, identification cards, interoperable communication radios and accessories, and any other equipment deemed necessary by the STFD in cooperation with the SMSRT.

Article Eight

Training of TEMS Team

The STFD will determine the training required for TEMS Team members. The STFD will be responsible for ensuring that the TEMS Team has all of the medical training necessary to perform its duties under this Agreement. All tactical training that the STFD determines is necessary for performance of TEMS Team duties will be provided by the SMSRT.

Article Nine

Ultimate Authority over TEMS Team

Sylvania Township always retains authority over all members of the TEMS Team. In the event that the STFD and the SMSRT disagree over the proper use of the TEMS Team, the assignment of members to the TEMS Team, the availability of the TEMS Team, or any other issues relating to the TEMS Team, the decision of the Fire Chief or their designee will be the final decision. No language in this Agreement is meant to abrogate the STFD's control over members of the TEMS Team, or to create a joint venture between STFD and SMSRT.

The STFD will determine when TEMS Team members are available to participate in SMSRT operations, based on the needs of the STFD. The STFD will make every effort to ensure that TEMS Team members are available for SMSRT operations. If, for whatever reason, the STFD determines that certain or all TEMS Team members are not available to assist the SMSRT on a particular operation or operations, or the STFD is unable or unwilling to provide TEMS Team members in a timely manner, Sylvania Township cannot be held liable for any injury that results during the operation or operations.

Any policy statement, ordinance, custom, regulation or decision informally adopted or formally promulgated by the SPD or STPD shall not be deemed imputed and/or adopted by the STFD.

Article Ten

No Third-Party Beneficiaries

This Agreement is not intended to confer upon any person or entity, other than the undersigned parties, any rights or remedies hereunder. Any third party who might benefit from this Agreement shall have no legally enforceable right.

Article Eleven

Amendment

This Agreement may be amended at any time. All amendments must be in writing and agreed to by both parties.

Article Twelve Agreement Is Voluntary

The participation of the STFD and its employees in SMSRT operations is voluntary. This Agreement does not place either party under any obligation to respond to a request for tactical unit services that it is unable or unwilling to honor. However, all parties should make every accommodation possible to allow members of both teams the opportunity to assist with a request for services.

IN WITNESS THEREOF the parties here to have executed this Agreement on the dates indicated below.

Sylvania Township:

City of Sylvania:

Signed: Oliver Turner
Township Administrator

Signed: _____
Mark Frye, Mayor

Date: April 22, 2026

Date: _____

Signed: _____
Nora Vasquez, Interim Finance Director

Date: _____



Board of Architectural Review

Minutes of the regular meeting of May 13, 2026 Mr. Schaaf called the meeting to order

Secretary, Cristen Music took the roll call. Members present: Mayor Mark Frye, Carol Lindhuber, Kate Fischer, Carol Lindhuber and Zachary Liber (5)
Tim Burns; Zoning administrator.

Ms. Lindhuber moved; Ms. Fischer seconded to approve the Minutes of the April 15, 2026 meeting as submitted. Vote being: Frye, Lindhuber, Schaff, Fischer and Liber (5) aye; (0) nay. Motion passed by a 5 to 0 vote.

Item 1 – Regulated Sign Review - app. no. 11-2026 requested by Robert Hall of Toledo Sign for HLH Orthodontics at 6407 Monroe Street.

Mr. Hall is present and explained that this is replacing the existing sign that was damaged by a snow plow. The sign will be moved to the West side of the property and the sign will fall within the new code. Mr. Burns states this sign meets the sign code.

Ms. Fischer moved, Ms. Lindhuber seconded, to approve, vote being: Frye, Lindhuber, Schaaf, Fischer and Liber (5) aye; (0) nay

Item 2 – Regulated Sign - app. no 12-2026 requested by Kevin Fink of Toledo Sign for AllState – Jamilynn Fox of 5726 W. Alexis.

Mr. Fink and Jamilynn Fox are present and discussed the two sets of Face lit Channel Letters and one replacement face for existing monument sign. Mr. Fink asked if the members would consider the second monument sign as a directional sign. Mr. Burns will discuss with Mr. Fink at a later time.

Ms. Lindhuber moved to approve as discussed, Mr. Frye seconded, Vote being: Frye, Lindhuber, Fischer, Liber and Schaaf (5) aye; (0) nay.

Board of Architectural Review
Minutes of April 15, 2026
Page 2

No new additions

Ms. Fischer moved and Mr. Liber second to adjourn the meeting. All present voted aye
Meeting adjourned.

Submitted by,

A handwritten signature in black ink that reads "Cristen Music". The signature is written in a cursive, flowing style.

Cristen Music Secretary
Municipal Planning Commission

B



DEPARTMENT OF PUBLIC SERVICE
TIMOTHY S. BURNS, ZONING ADMINISTRATOR

May 13, 2026

To: Mayor and Members of City Council

Re: Planning Commission Meeting

Dear Mayor and Members of Council:

Following is an excerpt from the minutes of the regular meeting of the Municipal Planning Commission of May 13, 2026.

Secretary, Cristen Music took the roll call. Members present: Mayor Mark Frye, Carol Lindhuber, Kate Fischer, Zachary Liber and Jeff Schaaf (5).

Ms. Lindhuber moved; Mr. Liber seconded to approve the Minutes of the April 15, 2026, Meeting as submitted: Vote being: Frye, Lindhuber, Fischer, Liber and Schaaf (5) aye; (0) nay. Motion passed by a 5 to 0 vote.

No application on the agenda

Mr. Lindhuber moved, Ms. Fischer second to adjourn the meeting. All present voted aye.

Sincerely,

A handwritten signature in black ink that reads "Cristen Music".

Cristen Music Secretary
Municipal Planning Commission

Sylvania Municipal Planning Commission

Minutes of the regular meeting of May 13, 2026

Mr. Schaaf called the meeting to order

Secretary, Cristen Music took the roll call. Members present: Mayor Mark Frye, Carol Lindhuber, Kate Fischer, Zachary Liber and Jeff Schaaf (5)

Ms. Lindhuber moved; Mr. Liber seconded to approve the Minutes of the April 15, 2026, Meeting as submitted: Vote being: Frye, Lindhuber, Fischer, Liber and Schaaf (5) aye; (0) nay. Motion passed by a 5 to 0 vote.

No application on the agenda

Ms. Lindhuber moved, Ms. Fischer second to adjourn the meeting. All present voted aye.

Meeting Adjourned

Submitted by,



Cristen Music Secretary
Municipal Planning Commission