

Sylvania City Council

August 17, 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 Ms. Stough.
3. Additions to the agenda.
4. Approval of the Council meeting minutes from July 20, 2026.
5. Proposed Ordinance No. 114-2026, To assess a Special Tax upon the lots and lands described in the schedule referred to herein to pay a part of the cost and expense of providing for the construction, maintenance, repair, cleaning and enclosing open drainage ditches within the corporate limits of the City of Sylvania for the year ending December 31, 2026.
6. Proposed Ordinance No. 115-2026, To assess a Special Tax upon the lots and lands described in the schedule referred to herein to pay a part of the cost and expense of providing for the removal and special treatment of shade trees for the purpose of controlling blight and disease of same; and for planting, maintaining, trimming and removing shade trees in an along the streets within public right-of-way of the City for the year ending December 31, 2026.
7. Proposed Ordinance No. 116-2026, Ordinance approving the assessments heretofore authorized by Resolution No. 12-2026 for Street Lighting; levying said assessments; and declaring an emergency.
8. Roundabout Erie & Monroe St. – Appropriation
 - a. Service Director's letter requesting permission to file a petition for appropriation.
 - b. Proposed Resolution No. 14-2026, Declaring it necessary and declaring Council's intent to appropriate certain property for the Erie & Monroe Roundabout Project from James H. & Ann M. Magers.
9. Traffic Signal Coordination – Harroun/Ravine/Flower
 - a. Service Director's letter recommending acceptance of the proposal.
 - b. Proposed Ordinance No. 117-2026, Accepting the proposal of DGL Consulting Engineers, LLC to provide professional engineering services relative to the project.
10. Waterline Improvements Project – Highland View/San Benito/San Reno
 - a. Service Director's letter recommending acceptance of the proposal.
 - b. Proposed Ordinance No. 118-2026, Accepting the proposal of Fishbeck to provide professional engineering services relative to the project.

11. 2026 Sidewalk Replacement Program – Change Order No. 1 (Final)
 - a. Service Director’s letter recommending approval of Change Order No. 1 (Final)
 - b. Proposed Ordinance No. 119-2026, Authorizing the Mayor and Director of Finance to approve Change Order No. 1 (Final) to the City’s agreement with Jennite Company relative to the project.
12. Downtown Transportation Improvements – DGL Consulting Engineers
 - a. Service Director’s letter recommending approval of the third contract modification.
 - b. Proposed Ordinance No. 120-2026, Authorizing the Mayor and Director of Finance to enter into a third amendment to DGL Consulting Engineers, LLC’s proposal relative to the project.
13. Service Director’s letter requesting authorization to begin Letters of Interest solicitation for Urban Beautification on the US-23/Monroe St. Bridge Project.
14. Service Director’s letter requesting approval to dispose of various obsolete equipment items by posting them for sale on GovDeals.com.
15. Plan Commission Recommendations
 - a. Plan Commission’s recommendation on Petition for Zoning Amendment Application No. ZA-1-2026 from Louisville Title Agency for N.W. Ohio, Inc., as Trustee for Millstream Development Company for Parcel No. 8293529, 8293530, and 8293531, located at the south side of Brint Rd., immediately west of the intersection with King Rd., to change the current R-1 zoning to R-1 PD zoning to develop four residential lots. (Set for Public Hearing on Monday, October 5, 2026.)
 - b. Plan Commissions recommendation on Petition for Zoning Amendment Application No. SUP-4-2026 from Matt DeWood for 5890 Monroe St., Sylvania, Ohio to change current B-4 zoning to B-4 SUP zoning for a convenience store with auto fueling. (Set Public Hearing for October 5, 2026.)
16. Letter from Mayor Frye requesting City Council’s confirmation on the appointment of Bradley Menard and Wayne Kinsel to the Sylvania Tree Commission.
17. Committee reports
18. Committee referrals

INFORMATION

- A. Board of Architectural Meeting minutes from August 12, 2026.
- B. Municipal Planning Commission Meeting minutes from August 12, 2026.

Minutes of the Meeting of Council
July 20, 2026

The Council of the City of Sylvania, Ohio met in regular session on July 20, 2026 at 6:30 p.m. with Mayor Frye in the chair. Roll was called with the following members present: Marcus Hansen, Doug Haynam (excused), Brian McCann, Shawn Murphy, Patrick Richardson, Lyndsey Stough, Mary Westphal; (6) present; (1) absent.

Roll call:
6 present,
1 absent

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

Pledge of
Allegiance.

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

Item # 22 a – Lake Erie West Regional Council Assembly Report

Additions to
Agenda.

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

Agenda approval.

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

Mrs. Westphal presented the June 15, 2026 regular meeting minutes. Mrs. Westphal moved, Mr. Murphy seconded, that since the Mayor, members of Council, and others had been furnished copies of these minutes prior to this meeting, Council dispense with the reading of these minutes at this time, and the journal of the minutes of the regular meeting of June 15, 2026 be approved as written; roll call vote being: Westphal, Richardson, McCann, Hansen, Murphy, Stough; (6) yeas; (0) nays. The motion carried.

Approval of
June 15, 2026
Council meeting
minutes.

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

Mrs. Westphal gave a short report on the Safety Committee meeting held on July 6, 2026. She stated this was an informational meeting only and no decisions had been made. The goal of the meeting was to introduce the issue e-bikes, etc., talk about the different definitions of e-bikes, talk about current policies, and share the concerns that the community has regarding this issue. Chief Miller gave a presentation on the topic.

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

Mr. McCann presented and read aloud by title only, proposed Resolution No. 7-2026, a written copy of same having been previously furnished to each member of Council “A Resolution of the Council of the City of Sylvania authorizing the addition of the Roth 457(b) option to the Ohio Deferred Compensation Plan; and declaring an emergency”. Mr. McCann moved; Mrs. Westphal seconded for the passage of Resolution No. 7-2026 as an emergency measure; roll call vote being: Hansen, McCann, Murphy, Richardson, Stough, Westphal; (6) yeas; (0) nays). The motion carried.

Res. No, 7-2026
“...authorizing
the addition of
Roth 457(b)... to
the Ohio...”

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

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Service Director's letter recommending approval of the second Lease Modification and Extension Agreement was placed on file. Mrs. Stough presented and read aloud by title only, proposed Ordinance No. 103-2026, a written copy of same having been previously furnished to each member of Council "Authorizing a second Lease Modification and Extension Agreement between Reeb Funeral Home, as Lessor, and the City of Sylvania, as Lessee, of the park area at Main and Maplewood in the City of Sylvania, Ohio; authorizing the Mayor and Director of Finance to sign such a second Lease Modification and Extension on behalf of the City of Sylvania; and declaring an emergency". Ms. Stough moved; Mr. McCann seconded for the passage of Ordinance No. 103-2026 as an emergency measure; roll call vote being: Hansen, Westphal, Murphy, McCann, Stough, Richardson; (6) yeas; (0) nays. The motion carried.

Ordinance No. 103-2026 "... Second Lease Modification & Extension Agreement ... Reeb Funeral Home... park area..."

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

Mr. Richardson presented and read aloud by title only, proposed Ordinance No. 104-2026, a written copy of same having been previously furnished to each member of Council "Revising the administrative, departmental and divisional organization of the City and the codified ordinances thereof by creating the new positions of "Financial Analyst" and "Financial Coordinator"; amending Sylvania Codified Ordinance Section 129.01(d) to add the "Financial Analyst" and the "Financial Coordinator" under the supervision of the Director of Finance effective July 21, 2026; amending Sylvania Codified Ordinance Section 139.02(a) to add the class code, grade and title for the positions of "Financial Analyst" and "Financial Coordinator"; and declaring an emergency". Mr. McCann moved; Mrs. Westphal seconded for the passage of Ordinance No. 104-2026 as an emergency measure; roll call vote being: Stough, McCann, Hansen, Richardson, Murphy, Westphal; (6) yeas; (0) nays. The motion carried.

Ordinance No. 104-2026 "Revising... Codified Ordinances... creating... "Financial Analyst" and "Financial Coordinator" positions...."

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

Mrs. Westphal presented and read aloud by title only, proposed Ordinance No. 105-2026, a written copy of same having been previously furnished to each member of Council "Authorizing the donation of ballistic vests to the Owens Community College Law Enforcement Program; determining said property to be of no further use to the City of Sylvania; and declaring an emergency". Mrs. Westphal moved; Mr. Hansen seconded for passage of Ordinance No. 105-2026 as an emergency measure; roll call

Ordinance No. 105-2026 "... donation of ballistic vests..."

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vote being: Richardson, McCann, Murphy, Westphal, Hansen, Stough; (6) yeas; (0) nays. The motion carried.

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

Mr. Murphy moved, Ms. Stough seconded to refer Petition for Zoning Ordinance Amendment Application No. ZA-1-2026 from Louisville Title Agency for N.W. Ohio, Inc., as Trustee for Millstream Development Company for Parcel No. 8293529, 8293530, and 8293531, located at the south side of Brint Rd., immediately west of the intersection with King Rd., to change the current R-1 zoning to R-1 PD zoning to develop four residential lots, to the Municipal Planning Commission for review and recommendation; roll call vote being: Richardson, Murphy, Westphal, McCann, Hansen, Stough; (6) yeas; (0) nays. The motion carried.

ZA-1-2026
referred to Plan
Commission.

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

Mrs. Westphal moved, Ms. Stough seconded to set a Public Hearing for Petition for Zoning Ordinance Amendment Application SUP-3-2026 from Donald A. Perrucci, Trustee, for 8310 Sylvania-Metamora Rd., Sylvania, Ohio, to change current B-2 zoning to B-2 SUP zoning to allow for a car wash, on Tuesday, September 8, 2026 at 6:00pm in City Council Chambers, 6635 Maplewood Avenue, Sylvania, Ohio ; roll call vote being: Stough, Hansen, Murphy, Richardson, McCann, Westphal; (6) yeas; (0) nays. The motion carried.

Set Public
Hearing for SUP-
3-2026 for
9/8/2026 at 6pm.

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

Service Director's letter recommending authorization to submit this grant application was placed on file. Mr. Richardson presented and read aloud by title only, proposed Resolution No. 8-2026, a written copy of same having been previously furnished to each Council member "Authorizing the Mayor and Director of Finance to file a Lake Erie West Program grant application for the Centennial Road and Little Road Roundabout Project; and declaring an emergency". Mr. Richardson moved, Mr. McCann seconded for passage of Resolution No. 8-2026 as an emergency measure; roll call vote being: Hansen, Richardson, Murphy, Stough, McCann, Westphal; (6) yeas; (0) nays. The motion carried.

Resolution No.
8-2026 "... file
LEW grant
application
(CMAQ) ...
Centennial and
Little Rd..."

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Mayor Frye stated Council will now consider agenda item 13.

Service Director's letter recommending authorization to submit this grant application was placed on file. Mr. Richardson presented and read aloud by title only, proposed Resolution No. 9-2026, a written copy of same having been previously furnished to each Council member "Authorizing the Mayor and Director of Finance to file a Lake Erie West Program Grant Application for the Centennial Road and Little Road Roundabout Project; and declaring an emergency". Mr. Richardson moved, Mr. Hansen seconded for passage of Resolution 9-2026 as an emergency measure; roll call vote being: Westphal, Richardson, McCann, Hansen, Murphy, Stough; (6) yeas; (0) nays. The motion carried.

Resolution No. 9-2026 "... file LEW grant application (STBG) ...Centennial & Little Road..."

Service Director's letter recommending authorization to submit this grant application was placed on file. Mr. Richardson presented and read aloud by title only, proposed Resolution No. 10-2026, a written copy of same having been previously furnished to each Council member "Authorizing the Mayor and Director of Finance to file a Lake Erie West Grant Application for the Erie Street Resurfacing Project (Highland View Drive to Railroad Tracks); and declaring an emergency". Mr. Richardson moved, Mr. Murphy seconded for passage of Resolution 10-2026 as an emergency measure; roll call vote being: Richardson, Murphy, Westphal, McCann, Hansen, Stough; (6) yeas; (0) nays. The motion carried.

Resolution No. 10-2026 "... file LEW grant application (STBG) ...Erie St. Resurfacing Project ..."

Service Director's letter recommending authorization to submit this grant application was placed on file. Mr. Richardson presented and read aloud by title only, proposed Resolution No. 11-2026, a written copy of same having been previously furnished to each Council member "Authorizing the Mayor and Director of Finance to file a Lake Erie West Grant Application for the Main Street Reconstruction Project (Convent Boulevard to Brint Road); and declaring an emergency". Mr. Richardson moved, Mr. Hansen seconded for passage of Resolution 11-2026 as an emergency measure; roll call vote being: Murphy, Richardson, Westphal, McCann, Stough, Hansen; (6) yeas; (0) nays. The motion carried.

Resolution No. 11-2026 "... file LEW grant application (STBG) ...Main St. Reconstruction Project ..."

Mayor Frye stated Council will now consider agenda item 14.

Mr. Hansen presented and read aloud by title only, proposed Ordinance No. 106-2026, a written copy of same having been previously furnished to each member of Council "Providing for the construction, maintenance, repair, cleaning and enclosing open drainage ditches located within the corporate limits of the City of Sylvania; authorizing the Director of Public Service, by and through the proper officers of said city to do said work during the year 2026; establishing one district for said purpose in accordance with the provisions of Section 727.012 of the Revised Code of Ohio; providing for the

Ordinance No. 106-2026 "... open ditches... assessment..."

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assessment of the cost and expense thereof upon abutting property; and declaring an emergency”. Mr. Hansen moved; Ms. Stough seconded for passage of Ordinance No. 106-2026 as an emergency measure; roll call vote being: Westphal, Richardson, Hansen, Stough, Murphy, McCann; (6) yeas; (0) nays. The motion carried.

Mayor Frye stated Council will now consider agenda item 15.

Mr. Murphy presented and read aloud by title only, proposed Ordinance No. 107-2026, a written copy of same having been previously furnished to each member of Council “Providing for the controlling blight and disease of shade trees and for planting, maintaining, trimming and removing shade trees in and along the streets and within public right-of-way of the City of Sylvania; authorizing the Director of Public Service, by and through the proper officers of said city to do said work during the year 2026; establishing one district for said purpose in accordance with the provisions of Section 727.011 of the Revised Code of Ohio; providing for the assessment of the cost and expense thereof upon abutting property; and declaring an emergency”. Mr. Murphy moved; Mr. McCann seconded for passage of Ordinance No. 107-2026 as an emergency measure; roll call vote being: McCann, Murphy, Stough, Westphal, Richardson, Hansen; (6) yeas; (0) nays. The motion carried.

Ordinance No.
107-2026 “...
shade trees...
assessment...”

Mayor Frye stated Council will now consider agenda item 16.

Mr. Hansen presented and read aloud by title only, proposed Resolution No. 12-2026, a written copy of same having been previously furnished to each member of Council “Declaring the necessity of lighting the streets in the City of Sylvania, Ohio; determining the manner of providing street lighting and the basis for the property owner’s share of the cost and annual assessment; and declaring an emergency”. Mr. Hansen moved; Mrs. Westphal seconded for the passage of Resolution 12-2026 as an emergency measure; roll call vote being: Westphal, Stough, Murphy, McCann, Hansen, Richardson; (6) yeas; (0) nays. The motion carried.

Resolution No.
12-2026 “...
lighting ...
annual
assessment...”

Mayor Frye stated Council will now consider agenda item 17.

Service Director’s letter recommending approval of the right-of-way acquisition services proposal with West Erie Realty Solutions, Ltd. was placed on file. Mr. Richardson presented and read aloud by title only, proposed Ordinance No. 108-2026, a written copy of same having been previously furnished to each Council member “Accepting the proposal of WE Realty Solutions, Ltd. to provide right-of-way acquisition services relative to the Brint & Harroun Roundabout Project; appropriating funds therefore in the amount of \$72,540; and declaring an emergency”. Mr. Richardson moved; Mr. McCann seconded for the passage of Ordinance No. 108-2026

Ordinance No.
108-2026 “...
WE Realty
Solutions... Brint
& Harroun
Roundabout...”

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as an emergency measure; roll call vote being: Stough, McCann, Murphy, Westphal, Richardson, Hansen; (6) yeas; (0) nays. The motion carried.

Service Director's letter recommending approval of the right-of-way acquisition services proposal with Brian W. Barnes & Co., Inc. was placed on file. Mr. Richardson presented and read aloud by title only, proposed Ordinance No. 109-2026, a written copy of same having been previously furnished to each Council member "Accepting the proposal of Brian W. Barnes & Co., Inc. to provide appraisal review services relative to the Brint & Harroun Roundabout Project; appropriating funds therefore in the amount of \$7,050; and declaring an emergency". Mr. Richardson moved; Mrs. Westphal seconded for the passage of Ordinance No. 109-2026 as an emergency measure; roll call vote being: McCann, Murphy, Hansen, Richardson, Westphal, Stough; (6) yeas; (0) nays. The motion carried.

Ordinance No.
109-2026 "...
Brian W. Barnes
& Co., Inc. ...
Brint & Harroun
Roundabout ..."

Mayor Frye stated Council will now consider agenda item 18.

Service Director's letter requesting approval of Change Order No. 3 (Final) was placed on file. Mr. Richardson presented and read aloud by title only, proposed Ordinance No. 110-2026, a written copy of same having been previously furnished to each Council member "Authorizing the Mayor and Director of Finance to approve Change Order No. 3 (Final) to this City's agreement with Helms & Sons Excavating, Inc. for the Downtown Transportation Improvements (Phase 1) Project to adjust for several project overruns and underruns; decreasing the final contract amount by \$275,680.18; and declaring an emergency". Mr. Richardson moved; Mr. McCann seconded for the passage of Ordinance No. 110-2026 as an emergency measure; roll call vote being: Richardson, McCann, Stough, Murphy, Westphal, Hansen; (6) yeas; (0) nays. The motion carried.

Ordinance No.
110-2026 "...
Change Order
No. 3 ... Helms
& Sons
Excavating,
Inc... DT
Improvements
(Phase 1)..."

Mayor Frye stated Council will now consider agenda item 19.

Service Director's letter recommending the 2026-2031 Refuse & Recycling Collection Service be awarded to Allied Waste Services of North America dba Republic Services of Toledo was placed on file. Mr. Hansen presented and read aloud by title only, proposed Ordinance No. 111-2026, a written copy of same having been previously furnished to each Council member "Determining the lowest and best bid for the collection and disposal of residential curbside refuse and recycling in the City of Sylvania, Ohio; accepting the bid of Allied Waste Services of North America, LLC d/b/a Republic Services of Toledo; rejecting all other bids; authorizing the Mayor and Director of Finance to enter into a contract pursuant to the lowest and best bid, the advertisement therefore, notice to bidders, request for bids including specifications for the refuse and recycling collection and disposal contract, and Chapters 941 and 943 of

Ordinance No.
111-2026 "2026-
2031 Refuse &
Recycling
Collection...
Republic
Services..."

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the Codified Ordinances of Sylvania, 1979, as amended; and declaring an emergency”. Mr. Hansen moved; Mrs. Westphal seconded for the passage of Ordinance No. 111-2026 as an emergency measure; roll call vote being: Hansen, Westphal, Murphy, Stough, Richardson, McCann; (6) yeas; (0) nays. The motion carried.

Mayor Frye stated Council will now consider agenda item 20.

Ms. Stough presented and read aloud by title only, proposed Resolution No. 13-2026, a written copy of same having been previously furnished to each Council member “Adopting a statement, pursuant to Revised Code of Ohio 709.03(d), indicating what services will be provided to the area proposed to be annexed to the City of Sylvania by petition for annexation filed with the Board of Lucas County Commissioners; and declaring an emergency”. Ms. Stough moved; Mrs. Westphal seconded for the passage of Resolution No. 13-2026 as an emergency measure; roll call vote being: Stough, Westphal, McCann, Murphy, Hansen, Richardson; (6) yeas; (0) nays. The motion carried.

Resolution No. 13-2026 “... services provided ... area annexed ...”

Mayor Frye stated Council will now consider agenda item 22.

Committee Reports.

None

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

Mr. Hansen gave a brief report on the Lake Erie West Regional Council Summer General Assembly held on this date. He stated the following topics were discussed: Data centers, property taxes, talent attraction & retention as well as air quality. He stated further that a workforce study is being planned on why people are living in one place, but working in another.

Mr. Hansen
LEW Report

Mayor Frye stated Council will now consider agenda item 23.

Committee Referrals.

None

Mayor Frye stated Council will now consider agenda item 21.

Mrs. Westphal moved, Mr. Hansen seconded to enter into Executive Session for the purpose of discussing personnel matters and pending litigation at 7:49pm; roll call vote being: Stough, Hansen, Richardson, McCann, Murphy, Westphal; (6) yeas; (0) nays. The motion carried.

Entering Executive Session.

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Mrs. Westphal moved, Mr. McCann seconded to return from Executive Session to General Session at 8:36pm; roll call vote being: Hansen, Richardson, Westphal, Murphy, McCann, Stough; (6) yeas; (0) nays. The motion carried.

Exiting
Executive
Session.

Mayor Frye stated that no decisions were made in executive session regarding personnel and litigation matters and therefore Council returns to general session.

The appointment letter for Sullivan Nicholls as Director of Finance and Treasurer for the City of Sylvania starting on or before August 10, 2026 was distributed to members of Council and Mayor Frye requested confirmation of his appointment. Mrs. Westphal moved; Mr. McCann seconded the appointment of Sullivan Nicholls as Director of Finance and Treasurer for the City of Sylvania; roll call vote being: Westphal, Murphy, McCann, Stough, Hansen, Richardson; (6) yeas; (0) nays. The motion carried.

Sullivan Nicholls
Appointment.

Mayor Frye stated Council will now consider Ordinance No. 112-2026.

Mrs. Westphal presented and read aloud by title only, proposed Ordinance No. 112-2026, a written copy of same having been previously furnished to each Council member "Amending Section 139.03(e)(3) of the Codified Ordinances of Sylvania, 1979, as amended by decreasing the salary of the Treasurer from \$10,000 annually to \$5,000 annually; and declaring an emergency". Mrs. Westphal moved; Mr. Murphy seconded for the passage of Ordinance No. 112-2026 as an emergency measure; roll call vote being: McCann, Hansen, Westphal, Murphy, Stough, Richardson; (6) yeas; (0) nays. The motion carried.

Ordinance No.
112-2026 "...
decreasing the
salary of the
Treasurer..."

Mayor Frye stated Council will now consider Ordinance No. 113-2026.

Mr. McCann presented and read aloud by title only, proposed Ordinance No. 113-2026, a written copy of same having been previously furnished to each Council member "Accepting the proposal of RSC Insurance Brokerage, Inc., a Brown & Brown company, to provide professional insurance brokerage services to the City of Sylvania; authorizing the Mayor and Director of Finance to enter into a client services agreement on behalf of the City of Sylvania with said consultant; and declaring an emergency". Mr. McCann moved; Mrs. Westphal seconded for the passage of Ordinance No. 113-2026 as an emergency measure; roll call vote being: Mr. McCann, Mrs. Westphal, Mr. Murphy, Ms. Stough, Mr. Hansen, Mr. Richardson; (6) yeas; (0) nays. The motion carried.

Ordinance No.
113-2026 "...
Insurance
Brokerage ...
Brown & Brown
Company ..."

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Mayor Frye stated that all items have been addressed.

Mrs. Westphal moved, Mr. Richardson seconded to adjourn at 8:43pm Roll call vote being: Hansen, Richardson, Murphy, Stough, McCann, Westphal; (6) yeas; (0) nays. The motion carried.

Adjournment.

Clerk of Council

Mayor

ORDINANCE NO. 114 - 2026

**TO ASSESS A SPECIAL TAX UPON THE LOTS AND LANDS
DESCRIBED IN THE SCHEDULE REFERRED TO HEREIN
TO PAY A PART OF THE COST AND EXPENSE OF PROVIDING
FOR THE CONSTRUCTION, MAINTENANCE, REPAIR,
CLEANING AND ENCLOSING OPEN DRAINAGE DITCHES
WITHIN THE CORPORATE LIMITS OF THE CITY OF SYLVANIA
FOR THE YEAR ENDING DECEMBER 31, 2026; AND
DECLARING AN EMERGENCY.**

WHEREAS, the Council of the City of Sylvania has heretofore, by Ordinance, established one (1) district for the purpose of constructing, maintaining, repairing, cleaning and enclosing open drainage ditches located within the corporate limits of the City of Sylvania during the year 2026, and provided that part of the cost and expense connected with said work in said district in the total amount of Four Hundred Forty Nine Thousand, Two Hundred Three and 87/100 (\$449,203.87) shall be levied and assessed bases on:

- a) Small Residential (lot size less than 10,000 square feet) =\$25.25 per year;
 - b) Large Lot Residential (lot size greater than 10,000 square feet) =\$42.50 per year;
 - c) Non-Single Family Residential = \$35.50 per year per 4,000 square feet of impervious area;
- as set forth in said Ordinance; and,

WHEREAS, the Finance Department has given notice of the passage of the Ordinance creating the Ditch District for 2026 and of the estimated assessments on file in the Office of Finance; and,

WHEREAS, Council has considered and adjusted all objections to estimated assessments that were properly and timely filed.

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

SECTION 1. That, to pay a part of the cost and expense of the construction,

maintenance, repair, cleaning and enclosing open drainage ditches located within the corporate limits of the City of Sylvania as described in the schedule as reported by the Finance Department for the year ending December 31, 2026, there be, and hereby is assessed, in one (1) installment for 2026, upon the lots and lands bounding and abutting upon the streets and public right-of-way in said district, the several sums shown in the list of assessments, as adjusted if adjusted, and set opposite the description of the respective lots and lands and do hereby determine and declare that said lots and lands are specially benefitted in the amounts so assessed against the same, which amounts and assessments are hereby confirmed and approved.

SECTION 2. That the owners of said several lots and parcels of land shall pay the said sum so assessed as above against their said lots and lands, respectively, in one (1) installment, to the Treasurer of Lucas County, Ohio, at the same time and in the same manner as other taxes are paid, or be subject to the penalty and interest to be paid thereon as provided by law.

SECTION 3. That the Finance Department is, directed to certify said assessments in one (1) installment within twenty (20) days of the passage hereof, to the Auditor of Lucas County, Ohio, to be, by her, placed upon the grand tax duplicate of said County for the year 2026 against said lots and lands, respectively, to be collected at the same time and in the same manner as other taxes are collected.

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

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

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

Passed, _____, 2026, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

ORDINANCE NO. 115-2026

TO ASSESS A SPECIAL TAX UPON THE LOTS AND LANDS DESCRIBED IN THE SCHEDULE REFERRED TO HEREIN TO PAY A PART OF THE COST AND EXPENSE OF PROVIDING FOR THE REMOVAL AND SPECIAL TREATMENT OF SHADE TREES FOR THE PURPOSE OF CONTROLLING BLIGHT AND DISEASE OF SAME; AND FOR PLANTING, MAINTAINING, TRIMMING AND REMOVING SHADE TREES IN AND ALONG THE STREETS AND WITHIN PUBLIC RIGHT-OF-WAY OF THE CITY FOR THE YEAR ENDING DECEMBER 31, 2026; AND DECLARING AN EMERGENCY.

WHEREAS, the Council of the City of Sylvania has heretofore, by Ordinance, established one (1) district for the purpose of removing or specially treating therein shade trees for the purpose of controlling the blight and disease of same for the planting, maintaining, trimming and removing shade trees in and along the streets and within public right-of-way of the City of Sylvania during the year 2026, and provided that part of the cost and expense connected with said work in said district in the total amount of Two Hundred Sixty Nine Thousand Four Hundred Seventy-Nine and 49/100 (\$269,479.49) shall be levied and assessed in the sum of forty-five cents (45¢) per front foot upon all lots and lands bounding and abutting upon the streets and public right-of-way in said district as set forth in said Ordinance; and,

WHEREAS, the Finance Department has given notice of the passage of the Ordinance creating the Tree District for 2026, and of the estimated assessments on file in the Office of Finance; and,

WHEREAS, Council has considered and adjusted all objections to estimated assessments that were properly and timely filed.

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

SECTION 1. That, to pay the cost and expense of the removal or special treatment of certain shade trees for the purpose of controlling the blight and disease and for planting, maintaining, trimming and removing of other shade trees in and along the streets and within public right-of-way of the City of Sylvania described in the schedule as reported by the Finance Department for the year ending December 31, 2026, there be, and hereby is assessed, in one (1) installment for 2026, upon the lots and lands bounding and abutting upon the streets and public right-of-way in said district, the several sums shown in the list of assessments, as adjusted if adjusted, and set opposite the description of the respective lots and lands and do hereby

determine and declare that said lots and lands are specially benefitted in the amounts so assessed against the same, which amounts and assessments are hereby confirmed and approved.

SECTION 2. That the owners of said several lots and parcels of land shall pay the said sum so assessed as above against their said lots and lands, respectively, in one (1) installment, to the Treasurer of Lucas County, Ohio, at the same time and in the same manner as other taxes are paid, or be subject to the penalty and interest to be paid thereon as provided by law.

SECTION 3. That the Finance Department is directed to certify said assessments in one (1) installment within twenty (20) days of the passage hereof, to the Auditor of Lucas County, Ohio, to be, by him, placed upon the grand tax duplicate of said County for the year 2026 against said lots and lands, respectively, to be collected at the same time and in the same manner as other taxes are collected.

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

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

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

Passed, _____, 2026, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

ORDINANCE NO. 116-2026**ORDINANCE APPROVING THE ASSESSMENTS HERETOFORE
AUTHORIZED BY RESOLUTION NO. 12-2026 FOR STREET
LIGHTING; LEVYING SAID ASSESSMENTS; AND DECLARING
AN EMERGENCY.**

WHEREAS, this Council by Resolution No. 12-2026, passed July 20, 2026, declared the necessity for lighting the municipal streets, determined the basis for levying annual assessments on lots and lands in this City for such purpose, and authorized such assessments in the amount as estimated by the Finance Department, pursuant to said Resolution; and,

WHEREAS, the Finance Department pursuant to said Resolution and Revised Code Section 727.14, gave notice of the passage of said Resolution and the filing of such estimated assessments; and,

WHEREAS, no objections were filed pursuant to Revised Code Section 727.15 or such objections as were filed have been considered by Council, and such assessments, as adjusted if adjusted, should be approved, levied and certified to the Auditor of Lucas County, Ohio.

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

SECTION 1. That the assessments for the street lighting authorized by said Resolution in the aggregate amount of Four Hundred Forty Two Thousand Nine Hundred Twenty One and 8/100 (\$442,921.08) and the assessments, as adjusted if adjusted, are hereby approved and such assessments in the amount so approved are hereby levied on the several parcels and lots of land in said City on the basis as set forth in said Resolution and the Finance Department is hereby directed to certify said assessments to the Auditor of Lucas County, Ohio, within the time provided therefore by the Revised Code of Ohio Section 5705.34.

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

requirements, including Section 121.22 of the Ohio Revised Code.

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

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

Passed, _____, 2026, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date



8a

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

August 17, 2026

To: The Mayor and Members of Sylvania City Council

Re: **Permission to File a Petition for Appropriation (Parcel 30-WD) – LUC-CR 4-7.22 (PID 116993)**

Dear Mr. Mayor and Council Members:

The Service Department needs to acquire permanent right-of-way from Parcel 30 (James H Magers and Ann M Magers) for the above referenced project. This parcel is located at 7096 Apple Creek Road and is located at the southeast corner of Monroe Street and Olde Post Road. The permanent right-of-way take of 0.006 acres is necessary to provide for the widening of Olde Post Road.

An offer to acquire the right-of-way was made on January 20, 2026 in the amount of \$2,995 based upon a Value Analysis of the property. However, discussions with the property owner to obtain an agreement as to fair and just compensation for the taking have not been reached at this time.

ODOT must certify control of the right-of-way to the Federal Highway Administration (FHWA) by December 4, 2026. Our real estate acquisition team will continue to negotiate in good faith to reach an agreement, but if we are unsuccessful we will need to file a Petition for Appropriation with the Lucas County Common Pleas Court. The Petition process is outlined in Section 163 of the Ohio Revised Code and would allow for the City to take possession of the necessary right-of-way at the time the Value Analysis compensation amount is deposited with the Court. This allows ODOT to certify control of the right-of-way to FHWA and would allow for the construction project to proceed.

As a result, we would request permission to file a Petition for Appropriation for Parcel 30 (James H Magers and Ann M Magers) including deposit of the Value Analysis compensation amount of \$2,955. We will keep you posted on our progress over the next few weeks. Please call with any questions.

Sincerely,

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

RESOLUTION NO. 14-2026**A RESOLUTION DECLARING IT NECESSARY AND DECLARING COUNCIL'S INTENT TO APPROPRIATE CERTAIN PROPERTY FOR THE ERIE AND MONROE ROUNDABOUT PROJECT FROM JAMES AND ANN MAGERS, TRUSTEES; AUTHORIZING THE MAYOR TO CAUSE WRITTEN NOTICE TO BE GIVEN; AND DECLARING AN EMERGENCY.**

WHEREAS, Ordinance No. 3-2019, passed January 7, 2019, accepted the proposal of Tetra Tech to conduct a traffic study at the intersection of Erie Street and Monroe Street and appropriated funds in the amount of \$18,500 for the study; and,

WHEREAS, the purpose of the study was to review intersection deficiencies and evaluate alternatives to improve traffic flow and safety and based on the study, Tetra Tech recommended that a roundabout be constructed at the Monroe Street and Erie Street intersection; and,

WHEREAS, Ordinance No. 13-2020, passed March 2, 2020, accepted the proposal of Tetra Tech to conduct a gap study supplement for the traffic study at the intersection of Erie Street and Monroe Street to include the intersection of Monroe Street and Olde Post Road at a cost of \$7,000; and,

WHEREAS, Resolution No. 8-2021, passed June 21, 2021, authorized the Mayor and Director of Finance to apply for Surface Transportation Block Grant ("STBG") funding for said project in the amount of \$2,861,950 towards the total estimated cost of the project of \$4,028,132; and,

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

WHEREAS, through the roundabout design process, it was determined that additional property is needed to construct the roundabout; and,

WHEREAS, Ordinance No. 86-2025, passed August 18, 2025, accepted the proposal of WE Realty Solutions, Ltd. To provide right-of-way acquisition services relative to the Erie & Monroe Roundabout Project and appropriated funds in the amount of \$95,000 for said services; and,

WHEREAS, Ordinance No. 87-2025, passed August 18, 2025, accepted the proposal of Appraisal Acquisition Consultants, LLC to provide appraisal review services relative to the Erie & Monroe Roundabout Project and appropriated funds therefore in the amount of \$13,500 for said services; and,

WHEREAS, WE Realty Solutions, Ltd. has been negotiating with the affected property owners to acquire the necessary property for the project; and,

WHEREAS, despite repeated requests, one of the property owners has been unwilling to execute the necessary deed for additional right-of-way required for the project; and,

WHEREAS, the City has need to acquire 0.006 acre (Parcel 30-WD) owned by James and Ann Magers, Trustees, whose legal description is attached hereto as “Exhibit A,” which is designated by the City engineers as necessary for the Erie and Monroe Roundabout Project; and,

WHEREAS, the City of Sylvania has made a good faith effort to agree with the owner, but negotiations for the acquisition of said property between the City of Sylvania and the property owner have reached an impasse and cannot be resolved by negotiations within the near future; and,

WHEREAS, it is necessary to immediately acquire the property set forth on “Exhibit A” for said project so as not to delay the commencement of the project.

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

SECTION 1. That this Council considers it necessary and declares its intention to appropriate certain property from James and Ann Magers, for the purpose of the Erie and Monroe Roundabout Project, the fee simple interest in and to the property described on the attached "Exhibit A."

SECTION 2. That the Mayor is hereby authorized to cause written notice of the passage of this Resolution to be given to the owners and persons in possession or having an interest of record in said property, which notice shall be served or given and returned according to law.

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

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

SECTION 5. That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the reason that so as not to delay the commencement of the construction of a roundabout at the Erie and Monroe intersection. 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 measure: 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

EXHIBIT A

LPA RX 851 WD

Page 1 of 3

Rev. 06/09

Ver. Date 09/10/25

PID 116993

**PARCEL 30-WD
LUC-CR 4-7.22
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
CITY OF SYLVANIA, LUCAS COUNTY, OHIO**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in the State of Ohio, Lucas County, City of Sylvania, being part of Lot 121 of Sleepy Hollow Plat 3 in Plat Volume 61, Page 75, being out of a 0.278 acre parcel of land conveyed to James H Magers and Ann M Magers, Trustees of their successors in trust under the James H Magers and Ann M Magers Living Revocable Trust dated May 2, 2023, as of the date of this survey was prepared, in Instrument Number 20230519-0015708 of the Lucas County, Ohio Recorder's Office and being on the right side of the centerline of right of way of Monroe Street and left side of the centerline of right of way of Olde Post Road 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 a point on the Westerly line of said Lot 121 and the Easterly existing right of way line of Olde Post Road (Station 204+68.31, 67.50 feet right Monroe Street and 16+67.50, 30.00 feet left Olde Post Road) reference a 1/2 inch iron pipe found (Station 204+68.27, 67.38 feet right Monroe Street and 16+67.38, 29.96 feet left Olde Post Road);

1. Thence Northeasterly along the Westerly line of Lot 121 and said Easterly existing right of way line, on the arc of a curve to the right an arc distance of **31.42 feet**, to a point on the Northerly line of said Lot 1 and the Southerly existing right of way line of Monroe Street, said curve having a radius of 20.00 feet, a central angle of 90 Degrees 00 Minutes 00 Seconds and a chord that bears **North 72 Degrees 22 Minutes 16 Seconds East** a distance of **28.28 feet** (Station 204+88.31, 47.50 feet right Monroe Street and Station 16+47.50, 50.00 feet left Olde Post Road);

EXHIBIT A

LPA RX 851 WD

Page 2 of 3

Rev. 06/09

2. Thence Southeasterly along the Northerly line of said Lot 121 and said Southerly existing right of way line, **South 62 Degrees 37 Minutes 44 Seconds East** a distance of **6.69 feet**, to an iron pin set on the Southerly proposed right of way line of Monroe Street (Station 204+95.00, 47.50 feet right Monroe Street);
3. Thence Southwesterly along said Southerly proposed right of way line, **South 71 Degrees 30 Minutes 54 Seconds West** a distance of **38.32 feet**, to an iron pin set on the Westerly line of said Lot 121 and the Easterly existing right of way line of Olde Post Road (Station 16+75.00, 30.00 feet left Olde Post Road);
4. Thence Northeasterly along the Westerly line of said Lot 121 and said Easterly existing right of way line, **North 27 Degrees 22 Minutes 16 Seconds East** a distance of **7.50 feet**, to the *Point of Beginning*.

Containing in all 0.006 acres gross, of which 0.000 acres is PRO (present roadway occupied), leaving a net take of 0.006 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 82-28444.

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".

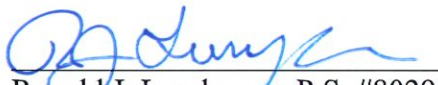
EXHIBIT A

LPA RX 851 WD

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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
30-WD

2/18/24
Date:





9a

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

August 17, 2026

To: The Mayor and Members of Sylvania City Council

Re: **Professional Engineering Services Proposal
Harroun Road/Ravine Drive/Flower Hospital Traffic Signal Coordination**

Dear Mr. Mayor and Council Members:

The east side of the US-23/Monroe Street interchange was reduced from three existing traffic signals down to one this year. Both the Monroe/Acres and Alexis/Acres traffic signals had existing Field Monitoring units that were removed and salvaged that use cellular technology to communicate with the other traffic signals along the corridor to provide timing synchronization and optimization. The Service Department would like to redeploy one of these units at the newly completed Harroun Road/Ravine Drive/Flower Hospital traffic signal. This would provide coordination to more efficiently move traffic between Monroe Street and Flower Hospital.

The Service Department requested a proposal from DGL Consulting Engineers, LLC from Maumee, Ohio to collect traffic counts, model the traffic between the two signals, and prepare the final timing plans for field implementation. DGL was the engineer of record on the Harroun/Ravine/Flower project as well as the Monroe Street Signal Coordination project. Their proposal was in the amount of \$8,700.

The LUC-VAR-Sylvania PHB's (PID 122182) project that already bid this year came in well under budget (by \$248,328). A portion of those savings (\$7,900) were approved by City Council to provide traffic signal timing changes at the King Road/Sylvan Towne Drive/Cougar Lane location to improve Southview High School dismissal operations (Ord. 61-2026). We are recommending another portion of those savings also be used to fund this project from the same account (401-7610-51614). Please call with any questions.

Sincerely,

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

ORDINANCE NO. 117-2026

ACCEPTING THE PROPOSAL OF DGL CONSULTING ENGINEERS, LLC TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE HARROUN ROAD/RAVINE DRIVE/FLOWER HOSPITAL TRAFFIC SIGNAL COORDINATION PROJECT; APPROPRIATING FUNDS THEREFORE IN THE AMOUNT OF \$8,700; AND DECLARING AN EMERGENCY.

WHEREAS, the east side of the US-23/Monroe Street interchange was reduced from three existing traffic signals to one this year and the Monroe/Acres and Alexis/Acres traffic signals had existing Field Monitoring units that were removed, salvaged and use cellular technology to communicate with the other traffic signals along the corridor to provide timing synchronization and optimization; and,

WHEREAS, the Service Department would like to redeploy one of these units at the newly completed Harroun Road/Ravine Drive/Flower Hospital traffic signal which would provide coordination to more efficiently move traffic between Monroe Street and Flower Hospital; and,

WHEREAS, the Director of Public Service, by report dated August 17, 2026, has received a proposal from DGL Consulting Engineers, LLC to provide professional engineering services including collecting traffic counts, model the traffic between the two signals, and prepare the final timing plans for field implementation for the Harroun Road/Ravine Drive/Flower Hospital Traffic Signal Coordination Project at a cost of \$8,700; and,

WHEREAS, the Director of Public Service, by report dated August 17, 2026, has recommended approval of the proposal of DGL Consulting Engineers, LLC to perform traffic signal optimization review at the Harroun Road/Ravine Drive/Flower Hospital intersection.

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

SECTION 1. That the proposal of DGL Consulting Engineers, LLC in the amount of Eight Thousand Seven Hundred Dollars (\$8,700.00) for providing professional engineering services for the Harroun Road/Ravine Drive/Flower Hospital Traffic Signal Coordination

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 services hereby authorized, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore appropriated to **Account No. 401-7610-51614 – McCord Road Resurfacing** the amount of Eight Thousand Seven Hundred Dollars (\$8,700.00).

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 professional engineering services for the traffic signal coordination 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.

ATTEST:

Clerk of Council

APPROVED:

Mayor

Date

President of Council
APPROVED AS TO FORM:

Director of Law



**PROVIDING
CIVIL ENGINEERING
SOLUTIONS SINCE 1926**

TRANSPORTATION

TRAFFIC / SAFETY

FACILITY / SITE
DEVELOPMENT

SURVEY

CONSTRUCTION
SERVICES

July 23, 2026

Joe Shaw, PE, PS
Safety/Service Director - Dept of Public Service
City of Sylvania
6730 Monroe Street
Sylvania, OH 43560

Re: Harroun Road Corridor Signal Timing

Dear Mr. Shaw:

Please accept this proposal as DGL Consulting Engineers' (DGL) response to your request for signal retiming services on the Harroun Road corridor. The retiming will incorporate the signal improvements that have recently occurred along the corridors. Detailed Scope Information can be found within the attached document.

DGL has worked on several signal projects in the corridor including Monroe Street/Harroun Road, River Trail PHB, and Harroun Road/Ravine Drive.

Thank you for the opportunity to participate in your proposal process. We look forward to continuing to work with you. Please contact me directly should you have any questions related to the material included herein.

Sincerely,

DGL Consulting Engineers, LLC

Corrinne Lochtefeld, PE, PTOE, PTP, RSP₁
Principal | Project Manager

T: 419.535.1015 | C: 330.203.9293 | E: clochtefeld@dgl-ltd.com
3455 Briarfield Blvd, Suite E | Maumee, Ohio 43537

Cc: Alex Weiss – DGL

26370

Maumee, Ohio
419.535.1015

Dublin, Ohio
614.356.7150

Independence, Ohio
440.387.4113

Port Clinton, Ohio
419.635.7541

Wauseon, Ohio
419.330.1360

dgl.ltd.com

An Agreement for the Provision of Limited Professional Services

DGL Consulting Engineers, LLC (DGL) 3455 Briarfield Blvd., Suite E Maumee, Ohio 43537 P: 419.535.1015	Client: City of Sylvania 6730 Monroe Street Sylvania, OH 43560						
<table style="width: 100%;"> <tr> <td style="width: 60%;">Project Name Harroun Road Corridor Signal Timing</td> <td style="width: 40%;">Project No. 26370</td> </tr> </table>		Project Name Harroun Road Corridor Signal Timing	Project No. 26370				
Project Name Harroun Road Corridor Signal Timing	Project No. 26370						
Location Sylvania, Ohio							
Scope of Services <i>See Scope of Services Attachment for definitions</i>							
Fee Arrangement <i>See Scope of Services Attachment for additional information</i>							
Traffic Counting – 1 Turn Movement	\$1,200.00						
Signal Timing & Optimization – 3 time periods	\$5,000.00						
Final Timing Plans	\$1,000.00						
Implementation Site Visit	\$1,500.00						
Total	\$8,700.00						
Retainer Amounts \$00.00 due with signed contract. <i>Note: DGL can accept credit card payments with an additional 3% service fee.</i>							
Special Conditions							
Offered by: DGL Consulting Engineers, LLC 	Accepted by: City of Sylvania						
Signature Corinne Lochtefeld, PE, PTOE, PTP, RSP ₁ Principal Project Manager	<table style="width: 100%;"> <tr> <td style="width: 60%;">Signature</td> <td style="width: 40%;">Date</td> </tr> <tr> <td>Mark Frye</td> <td></td> </tr> <tr> <td>Mayor</td> <td></td> </tr> </table>	Signature	Date	Mark Frye		Mayor	
Signature	Date						
Mark Frye							
Mayor							
Printed Name / Title	Printed Name / Title <i>Signature indicates the authority to bind the company to the terms herein</i>						
	<table style="width: 100%;"> <tr> <td style="width: 60%;">Signature</td> <td style="width: 40%;">Date</td> </tr> <tr> <td>Sullivan Nicholls</td> <td></td> </tr> <tr> <td>Finance Director</td> <td></td> </tr> </table>	Signature	Date	Sullivan Nicholls		Finance Director	
Signature	Date						
Sullivan Nicholls							
Finance Director							
	Printed Name / Title <i>Signature indicates the authority to bind the company to the terms herein</i>						

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

Scope of Services

1a. Project Background

The City of Sylvania has been upgrading the Harroun Street corridor through various improvement projects. The corridor signal timing has not been coordinated and will include the Monroe Street and Harroun Road intersection. Traffic movements from Westbound Monroe Street to the Ravine Drive/Flower Hospital Drive will be evaluated.

1b. Services Requested / Scope of Work

The following Scope of Work items are based on the industry standards for signal analyses as requested.

- Traffic Data – DGL has reviewed the provided traffic information along with ODOT's MS2 website for traffic counts. As a part of the 2023 CMAQ application DGL collected data at Brint/Harroun. The following locations are recommended to have turn movement counts (TMC):
 - Harroun Road & Ravine Drive/Flower Hospital Drive
- Field Recon –DGL will conduct an on-site review of the cabinets/controllers on an as needed basis. Review of each cabinet is not expected.
- Signal Timing – DGL will create three timing plans- AM Peak, PM Peak, and Off-Peak for the corridor. Clearance intervals will not be calculated since they were recently completed for the Harroun design projects.
- Deliverables – DGL will submit local controller data and coordination timing plans to the city and update the DGL plan sets with coordination timing tables.
- Implementation Site Visit – DGL will meet on-site during implementation or thereafter to review any timing changes. One four-hour site visit for two people has been included in the fee.

1c. Schedule

As discussed, traffic counts will be collected after Labor Day in order to collect the new interchange traffic patterns. The team can complete the study within six (6) weeks of the traffic data collection.

1d. Client/Owner Provided Information

The city will provide the following:

- Current signal timing information

DGL CONSULTING ENGINEERS, LLC (DGL) TERMS & CONDITIONS

These Terms and Conditions ("Terms and Conditions") are attached to and supplement the Proposal for Harroun Road Corridor Signal Timing dated July 23, 2026 (the "Proposal") between DGL Consulting Engineers, LLC ("DGL") and the City of Sylvania (Client) (as defined in the Proposal). Together, these Terms and Conditions and the Proposal shall form the agreement between the parties (the "Agreement"). Defined terms in these Terms and Conditions shall have the same meaning as set forth in the Proposal unless otherwise defined herein. To the extent that these Terms and Conditions conflict with the Proposal, the Proposal shall control. In the event of a conflict between the terms of this Agreement and the terms of any other agreement entered into by the parties in connection with the project, whether written or oral, the terms of this Agreement shall control. The Proposal and the Terms and Conditions embody the entire agreement between DGL and Client in connection with the project. No prior or contemporaneous oral or written negotiations or understandings shall be of any force or effect with respect to this Agreement.

Standard of Care

In providing services under this agreement, DGL 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 at the same time and in the same or similar locality (the "Standard of Care"). Subject to the Standard of Care, DGL will perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of DGL's part of the Project. Regardless of any other term or condition of this Agreement, nothing in this Agreement shall require DGL to perform professional services to a standard that exceeds the Standard of Care and DGL 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.

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 (Applies when Full Payment is not received prior to start of work)

Invoices for services and reimbursable expenses shall be submitted, at DGL'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. DGL shall have the right to suspend/terminate services if payment is not received within 60 days after the invoice date and DGL 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, resulting from Client's failure to make payment in accordance with the Agreement.

Cooperation & Client Directives

The Client agrees at all times to cooperate fully with the Consultant, and to proceed on the basis of trust and good faith. The Client shall perform its responsibilities, obligations and services in a manner to facilitate the Consultant's timely and efficient performance, and in order to ensure the Consultant's knowledge and understanding in all material respects so as to not delay, interfere with, or affect the Consultant's delivery, Standard of Care, or performance under the terms of this Agreement. The Consultant shall be entitled to rely on the accuracy and completeness of (1) the services and information furnished by the Client or Client's other consultants and (2) Client approvals or directives.

Indemnifications

The Client agrees, to the fullest extent permitted by law, to indemnify and hold DGL 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. DGL further agrees, subject to the Limitation of Liability below, to indemnify the Client for damages to the extent arising from its own negligent errors acts or omissions.

Limitation of Liability

In recognition of the relative risks and benefits of the project to both the Client and DGL, the client agrees, to the fullest extent permitted by law, to limit the total aggregate liability of DGL and DGL's officers, directors, partners, employees, shareholders, owners and subconsultants 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 \$250,000 or the amount of DGL's fee, whichever is less (the "limitation amount"). In no event shall the limitation amount exceed the amount of insurance proceeds actually available to DGL for the claim at issue at the time of settlement or final judgment. This limitation shall apply regardless of the cause of action or legal theory pled, claimed, or asserted.

Hidden Conditions (Optional, use if existing structure on project)

A condition is hidden if concealed by existing finishes or structure or is not capable of investigation by reasonable visual observation. If DGL 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) DGL has no reason to believe that such a condition exists, DGL shall not be responsible for the existing conditions or any resulting damages or losses resulting therefrom.

Hazardous Materials/Mold

DGL shall have no responsibility for the discovery, identification, presence, handling, removal, disposal, abatement or exposure of persons to hazardous materials of any form including mold. DGL 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.

In the event the Consultant or any other person or entity involved in the Project encounters any Hazardous Materials, or should it become known to the Consultant that any Hazardous Material may be present on or about the jobsite or any adjacent areas that may affect the performance of the Consultant's services, the Consultant may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate qualified consultants and/or contractors to identify, abate or remove the Hazardous Materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

The Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, agents and subconsultants (collectively, Consultant) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any Hazardous Materials, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of the Consultant.

Betterment

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

Ownership of Documents

All reports, drawings, plans, specifications, electronic files, field data, notes and other documents and instruments produced by DGL under this agreement, including electronic files (collectively "Instruments of Service"), shall remain the property of DGL and DGL shall retain all common law, statutory and other

reserved rights, including, without limitation, all copyrights thereto. Client agrees that the Instruments of Services are intended solely for this Project and may not be used by this Client for any other purpose without the written consent of DGL. Client agrees to waive any and all claims against DGL, its officers, directors, employees and subconsultants arising out of unauthorized use of the Instruments of Service, and any such use or reuse shall be at the sole risk of Client who shall defend, indemnify and hold DGL its officers, directors, employees its subconsultants harmless from any and all claims and/or damages, including reasonable attorneys' fees and defense costs, 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 DGL and its subconsultants.

Mutual Waiver of Consequential Damages

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither the Client nor DGL, their respective officers, directors, partners, employees, contractors or subconsultants 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 reputation, loss of business or income or any other consequential damages that either party may have incurred from any cause of action whatsoever.

Information Provided by Others

The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this agreement. Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

Construction Activities

DGL 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. Neither the professional activities of the Consultant, nor the presence of the Consultant, its employees or subconsultants at a construction/project site, shall impose any duty on the Consultant, nor relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequences, techniques, procedures, or jobsite safety, including, but not limited to, injury and illness prevention programs or similar plans intended to mitigate or prevent injuries or exposure to pollutants, viruses, bacteria or pathogens of any kind, and necessary for performing, superintending or coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies ("Contractor Duties"). The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the Client, the Consultant and the Consultant's subconsultants shall be made additional insureds under the General Contractor's policies of general liability insurance.

Defects in Service

The Client shall promptly report to DGL any defects or suspected defects in DGL'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 DGL shall relieve DGL 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.

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. Client's failure to timely pay invoices will constitute grounds for termination by DGL. In the event of termination, the Client shall pay DGL for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses. Final payment will be due immediately upon receipt of the final invoice.

Dispute Resolution

Any claim or dispute between the Client and DGL shall be submitted to mandatory non-binding mediation as a condition precedent to formal binding dispute resolution, with the parties agreeing to work in good faith to select a mutually agreeable 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. Costs of mediation shall be equally borne by DGL and Client. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. If such matter relates to or is the subject of a lien arising out of DGL's services, DGL may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Any action unresolved through mediation, shall be subject to litigation in a court of competent jurisdiction. This provision shall survive and continue after execution and delivery of this Agreement.

Relationship of the Parties

All services provided by DGL 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 DGL. The Client and DGL agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

Force Majeure

If an event or circumstance beyond Consultant's reasonable control occurs, including without limitation an act of God, fire, flood, hurricane, wind event, storm, weather disturbance, earthquake, pandemic, disease, epidemic or other viral or bacterial outbreak, government-ordered shutdown, quarantine or shelter-in-place order, an act or omission of a third party, war, riot, terrorism or threat of terrorism, civil unrest, labor problems (including lockouts, strikes and slowdowns) of a third-party, inability to obtain power, internet connectivity or services interruptions, scarcity of ingredients or supplies, or court injunction or order, new laws or governmental regulations or other causes that are beyond the reasonable control of Consultant, whether similar or dissimilar to any of the foregoing, that cause Consultant delay or additional expense ("Force Majeure Event"), then Consultant is entitled to an equitable adjustment in the contract price or time for performance, or both. If a Force Majeure Event lasts more than thirty (30) days, upon written notice either party may terminate this Agreement without liability to the other for such termination.

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 be found to be illegal or unenforceable, such portion shall be deleted and the balance shall remain in effect.

Applicable Law, Jurisdiction, and Venue

Client and DGL agree that this Agreement and any legal actions concerning its validity, interpretation, and performance shall be governed by the laws of Ohio without regard to any conflict of laws provisions, which may apply to the laws of other jurisdictions. It is further agreed that any legal action between the Client and the DGL arising out of this Agreement or the performance of the services shall be brought solely in a court of competent jurisdiction in Lucas County, Ohio.

Assignment. Neither party to this Agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by DGL as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Severability. If any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding.

Waiver. The failure or delay of either party to insist upon a strict performance of any right hereunder shall not be deemed a waiver of any rights or remedies that either party may have and shall not be deemed a waiver of any subsequent breach or default in any of such agreements, terms, covenants, or conditions.



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

August 17, 2026

To: The Mayor and Members of Sylvania City Council

Re: **Design Engineering Services Proposal – Fishbeck
Highland View Drive/San Benito Drive/San Reno Drive Waterline Improvements Project**

Dear Mr. Mayor and Council Members:

At the May 18, 2026 meeting City Council authorized the Service Department to request Letters of Interest (LOI's) from consultants to provide engineering services for the Highland View Drive/San Benito Drive/San Reno Drive 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 Fishbeck from Dayton, 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 Fishbeck has prepared a proposal in the amount of \$78,752 to complete the scope of services. The proposal includes topographic surveying, preliminary engineering, and detailed design 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 \$78,752 with Fishbeck. Please contact me with any questions.

Sincerely,

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

ORDINANCE NO. 118-2026

ACCEPTING THE PROPOSAL OF FISHBECK TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE HIGHLAND VIEW/SAN BENITO/SAN RENO WATERLINE IMPROVEMENTS PROJECT; APPROPRIATING FUNDS THEREFORE IN THE AMOUNT OF \$78,752; AND DECLARING AN EMERGENCY.

WHEREAS, at the May 18, 2026 meeting of Sylvania City Council, the Director of Public Service was authorized to begin consultant letter of interest solicitation from engineering consultants to provide engineering services for the Highland View/San Benito/San Reno Waterline Improvements 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 Fishbeck as the most highly qualified firm; and,

WHEREAS, the Director of Public Service, by report dated August 17, 2026, has recommended that the proposal of Fishbeck, which includes topographic surveying, preliminary engineering, and detailed design services, in the amount of \$78,752 for the professional engineering services relative to the Highland View/San Benito/San Reno 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 Fishbeck in the amount of Seventy-Eight Thousand Seven Hundred Fifty-Two Dollars (\$78,752.00) for providing professional engineering services for the Highland View/San Benito/San Reno 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 Seventy-Eight Thousand Seven Hundred Fifty-Two Dollars (\$78,752.00).

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 Highland View/San Benito/San Reno Waterline Improvement 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.

ATTEST:

President of Council

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

July 24, 2026

Eric M. Barnes, PE, SI
Deputy Director
City of Sylvania
6730 Monroe Street
Sylvania, OH 43560

Proposal for Professional Survey and Engineering Services LUC-Highland View/San Benito/San Reno WL

Fishbeck is pleased to provide professional survey and engineering services for the LUC-Highland View/San Benito/San Reno WL project. The Fishbeck team has had the pleasure of providing services to the City of Sylvania (City) in the past, and we appreciate this opportunity to continue to serve the City and provide exceptional services once again on another successful project.

Scope of Services

The Fishbeck team is prepared to provide survey and engineering services for the referenced project as described in the City's *Request for Professional Surveying and Design Engineering Services* dated June 12, 2026, and included herein as Attachment 1. The Scope of Services shall be as stated within the attachment.

Schedule

Anticipated project schedule is as follows:

1. Revised Fee Submittal to City – July 24, 2026
2. City Council Contract Award – August 17, 2026
3. Authorization to Proceed – August 24, 2026
4. 50% Submission – December 1, 2026
5. 50% Review Complete – January 2, 2027
6. 95% Submission – April 1, 2027
7. 95% Review Complete – May 1, 2027
8. 100% Complete Plans and Cost Estimate to City – June 1, 2027

Professional Services Fees

Fishbeck proposes to perform the outlined scope of services for a *not-to-exceed* estimated fee of Seventy-Eight Thousand Seven Hundred Fifty-Two Dollars (\$78,752). Invoices will be submitted monthly based on the time and expenses incurred, and payment is due upon receipt. If Fishbeck finds the required scope differs from what is proposed herein, we will notify the City immediately of any appropriate amendment to the scope and fee. The breakdown of costs is attached in the Proposed Consultant Fee Summary.

Authorization

Attached is our Professional Services Agreement. If you concur with our scope of services, please sign in the space provided and return the executed agreement to Kat Martin (kmartin@fishbeck.com). This proposal is made subject to the attached Terms and Conditions for Professional Services. Invoices will be submitted monthly, and payment is due upon receipt.

If you have any questions or require additional information, please contact me at 937.802.3292 or rrusnak@fishbeck.com.

Sincerely,

A handwritten signature in black ink that reads "Robert Rusnak". The signature is fluid and cursive, with a long horizontal stroke at the end.

Robert Rusnak, PE

Senior Civil Engineer

Attachments

By email

Copy: Joshua Mihelcic, PE, PS – Fishbeck

Professional Services Agreement

PROJECT NAME: LUC-Highland View/San Benito/San Reno WL Project
PROJECT LOCATION: Highland View Park Subdivision, Sylvania, OH
FISHBECK CONTACT: Robert Rusnak, PE
CLIENT CONTACT: Eric M. Barnes, PE, SI, Deputy Service Director
CLIENT: City of Sylvania, 6730 Monroe Street, Sylvania, OH 43560

Client hereby requests and authorizes Fishbeck to perform the following:

SCOPE OF SERVICES: Professional survey and engineering services in relation to the LUC-Highland View/San Benito/San Reno WL project as described in our letter proposal dated July 24, 2026.

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

- ☒ Terms and Conditions for Professional Services
- ☒ Proposal Dated: July 24, 2026
- ☒ Other: Request for Professional Surveying and Design Engineering Services

METHOD OF COMPENSATION:

- ☐ Lump Sum for Defined Scope of Services
- ☒ Hourly Billing Rates Plus Reimbursable Expenses with an Administrative Fee of 10%
- ☐ Other:

Budget for Above Scope of Services: Seventy-Eight Thousand Seven Hundred Fifty-Two Dollars (\$78,752).

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

APPROVED FOR:

City of Sylvania

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

ACCEPTED FOR:

Fishbeck

SIGNATURE:  _____

NAME: Joshua Mihelcic, PE, PS

TITLE: Vice President

DATE: July 24, 2026

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____



11a

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

August 17, 2026

To: The Mayor and Members of Sylvania City Council

Re: **Change Order No. 1 (Final) – 2026 Sidewalk Replacement Program**

Dear Mr. Mayor and Council Members:

On June 15, 2026 City Council approved the \$43,476 contract with Jennite Company to provide sidewalk slab replacements at twenty-one (21) locations including eight-four (84) slab replacements as a part of the 2026 Sidewalk Replacement Program.

Jennite Company has completed all work items associated with the project and a change order is necessary to adjust the final contract amount. One additional area of work was added to the project at 7723 Shadywood Lane. The necessary sidewalk slabs to be removed and replaced at this location was in the amount of \$3,178 to take care of six (6) additional slabs.

As a result, the Service Department is requesting approval of Change Order No. 1 (Final) to increase the final contract amount by \$3,178 from \$43,476 to \$46,654.

We recommend approval of Change Order No. 1 (Final) in the amount of \$3,178 with Jennite Company. Please call with any questions.

Sincerely,

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

ORDINANCE NO. 119-2026

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO APPROVE CHANGE ORDER NO. 1 (FINAL) TO THIS CITY'S AGREEMENT JENNITE COMPANY FOR THE 2026 SIDEWALK REPLACEMENT PROGRAM TO ADJUST FOR A REQUESTED ADDITIONAL AREA OF WORK; INCREASING THE FINAL CONTRACT AMOUNT BY \$3,178.00; AND DECLARING AN EMERGENCY.

WHEREAS, Ordinance No. 101-2026, passed June 15, 2026, accepted the bid of Jennite Company and awarded the contract for the 2026 Sidewalk Replacement Program to same, which bid was in the amount of \$43,476.00; and,

WHEREAS, the Director of Public Service, by report dated August 17, 2026, has recommended approval of Change Order No. 1 (Final) of Jennite Company for said 2026 Sidewalk Replacement Program to adjust for a requested additional area of work; and,

WHEREAS, one additional area of work was added to the project at 7723 Shadywood Lane where six (6) additional slabs had to be removed and replaced resulting in the additional cost of \$3,178.00; and,

WHEREAS, the additional area of work added during construction resulted in a net increase to the contract in the amount of Three Thousand One Hundred Seventy-Eight and 00/100 Dollars (\$3,178.00), for a total contract amount of \$46,654.00.

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

SECTION 1. That said change order increasing the contract amount by the sum of Three Thousand One Hundred Seventy-Eight and 00/100 Dollars (\$3,178.00) be, and the same hereby is, approved, and the Mayor and the Director of Finance be, and they hereby are, authorized to sign said change order on behalf of this City, thereby indicating such approval and changing the total contract amount.

SECTION 2. That the Clerk of Council is hereby directed to post a copy of this Ordinance in the Office of the Clerk of Council in the Municipal Building pursuant to ARTICLE III, Section 12, of the Charter of this City.

SECTION 3. That 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. 401-7615-53530 – Sidewalk Replacements**, the total sum of Three Thousand One Hundred Seventy-Eight and 00/100 Dollars (\$3,178.00).

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

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

Vote on passage as an emergency: Yeas _____ Nays _

Passed, _____, 2026, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

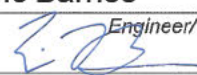
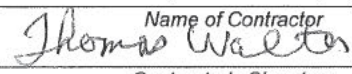
Mayor

Date

CITY OF SYLVANIA, OHIO

CHANGE ORDER Number 1Project Ordinance No.: 101-2026 Purchase Order No. 70365Contract: City of Sylvania 2026 Sidewalk Replacement ProgramTitle of Change Order: Change Order #1 (Final)Date: 8/5/2026Description of Change: Final balancing change order to include additional sidewalk sections replaced on Shadywood Drive.RECOMMENDED
FOR APPROVAL BY:
Joseph E. Shaw, P.E., P.S.
Public Service Director08-06-2026

Date

Original Contract Amt	\$	43,476	00	REVIEWED BY:	<u>Eric Barnes</u>
Previous Changes (+ or --)	\$	0	00	DATE: <u>8/6/26</u>	 Engineer/ Architect
This Change (+ or --)	\$	+3,178	00	SUBMITTED BY:	<u>Jennite Company</u>
Adjusted Contract Amt	\$	46,654	00	DATE: <u>8/6/26</u>	 Name of Contractor Contractor's Signature

City of Sylvania, Ohio

The above proposal is hereby approved.

The above proposal is hereby approved.

Mark R. Frye, Mayor

Date

Sullivan Nicholls, Finance Director

Date



4690 West Bancroft Street
Toledo, OH 43615
419-531-1791 Fax: 419-531-7591
Web: www.jennite.com

Invoice

Date Invoice #
7/29/2026 41472

Bill To

City of Sylvania-Service Dept
ATTN: Eric M. Barnes
6730 Monroe St
Suite 101
Sylvania, OH 43560

Job Location

P.O. No. Terms Rep

Quantity	Description	Due on receipt Price Each	TW Amount
	Remove and replace sidewalk as specified	43,476.00	43,476.00
	EXTRA		
	Additional concrete sidewalk sections requested to be removed and replaced by Tim Burns at 7723 Shadywood	3,178.00	3,178.00

Please mail all checks to:

Jennite Company
4690 W Bancroft
Toledo OH 43615.

Or

Drop off Cash or Check payments M - F 8am - 4 pm

Thank you

Total \$46,654.00

Thank you for your business.

Pymt/Credit Applied \$0.00

Balance Due \$46,654.00

THE NET AMOUNTS OF THE CONTRACT ARE TO BE PAID UPON COMPLETION OF THE JOB.

Terms: Net 2% interest per month on all invoices past due. We accept most major credit cards 3% Processing Fee for all Credit Card Payments.

Thank you for the opportunity to complete your project. Please do not hesitate to call if you have any questions.
To our customers: This is a note to thank you in advance for your prompt payments and your patronage. The strength of any business rests with its loyal customers. We truly appreciate your support. Thank You!



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

August 17, 2026

To: The Mayor and Members of Sylvania City Council

Re: **Professional Engineering Services Contract Modification #3 Request (DGL Consulting Engineers)
Downtown Transportation Improvements**

Dear Mr. Mayor and Council Members:

At the June 20, 2023 meeting City Council authorized the professional engineering services contract with DGL Consulting Engineers, LLC on the Downtown Transportation Improvements Project (Ord. 57-2023) in the amount of \$603,100 for roadway design work.

On May 19, 2025 this contract was amended to include \$93,458 in additional work needed to split the plans into two phases (Phase 1 and Phase 2) for funding procurement purposes and remove the roundabout from the scope of work (Ord. 60-2025). On April 6, 2026 this contract was amended a second time in the amount of \$25,002 to provide public open house meeting exhibits, gateway signage planning, and Maplewood Mini-Park changes for Phase 2 of the project design (Ord. 68-2026).

DGL has requested a third contract modification specific to Phase 1 construction efforts provided the landscape architect subconsultant, EDGE, in the amount of \$7,950. The original contract with DGL did not include construction phase services for EDGE. These funds were not included in the 2026 capital improvement budget, but with the final construction contract amount for Phase 1 coming in under budget (\$144,809) the Service Department is recommending the appropriation of these funds be from the project account (401-7610-53610) to cover these necessary services provided by EDGE.

We recommend approval of the third contract modification proposal from DGL Consulting Engineers in the amount of \$7,950. Please call with any questions.

Sincerely,

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

ORDINANCE NO. 120-2026

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO A THIRD AMENDMENT TO DGL CONSULTING ENGINEERS, LLC'S PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES RELATIVE TO THE DOWNTOWN TRANSPORTATION IMPROVEMENT PROJECT TO REFLECT ADDITIONAL WORK PERFORMED ON THE PROJECT; APPROPRIATING FUNDS THEREFORE IN AN AMOUNT NOT TO EXCEED \$7,950; AND DECLARING AN EMERGENCY.

WHEREAS, Ordinance No. 57-2023, passed June 20, 2023, accepted the proposal of DGL Consulting Engineers, LLC for professional engineering services for the Downtown Transportation Improvement Project in the amount of \$603,100; and,

WHEREAS, Ordinance No. 60-2025, passed May 19, 2025, accepted the proposed amendment to the City's Agreement with DGL Consulting Engineers, LLC for the Downtown Transportation Improvement Project in the amount of \$93,458 to the original contract amount for a total of \$696, 558; and,

WHEREAS, Ordinance No. 68-2026, passed April 6, 2026, accepted the proposed second amendment to the City's Agreement with DGL Consulting Engineers, LLC for the Downtown Transportation Improvement Project in the amount of \$25,002 to the amended contract amount for a total of \$721,560; and,

WHEREAS, the Director of Public Service, by report dated August 17, 2026, has received a proposal from DGL Consulting Engineers, LLC to further amend the proposal previously authorized by Council for the Downtown Transportation Improvement Project; and,

WHEREAS, the proposed third amendment to the City's Agreement with DGL Consulting Engineers, LLC includes additional work performed or changes in scope of work that included work performed by landscape architect subconsultant, EDGE, in the of amount of \$7,950.00 on this project that were not included in the original proposal or amendments and

results in a net increase of \$7,950.00 to the amended contract amount for a total of \$729,510.00;
and,

WHEREAS, the Director of Public Service, by report dated August 17, 2026, has recommended approval of the third amendment to the proposal of DGL Consulting Engineers, LLC.

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 third amendment to the Agreement with DGL Consulting Engineers, LLC on behalf of this City, thereby indicating such approval and acceptance for the additional services and costs relative to the Downtown Transportation Improvement Project.

SECTION 2. That to provide funds for said engineering services hereby authorized, there is hereby allocated from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore allocated to **Account No. 401-7610-53610 – Downtown Transportation Improvement Project**, an amount not to exceed Seven Thousand Nine Hundred Fifty Dollars (\$7,950.00).

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

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

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

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



*PROVIDING
CIVIL ENGINEERING
SOLUTIONS SINCE 1926*

TRANSPORTATION

TRAFFIC / SAFETY

FACILITY / SITE
DEVELOPMENT

SURVEY

CONSTRUCTION
SERVICES

August 12, 2026

Joseph E. Shaw, PE, PS
Safety/Service Director
City of Sylvania
6730 Monroe Street, Suite 101
Sylvania, Ohio 43560

Re: Downtown Transportation Improvements - Contract Modification No. 3

Dear Mr. Shaw:

Please accept this price proposal as DGL Consulting Engineers' (DGL) request for a fee modification for the additional Construction Administration Services provided by Edge.

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

Sincerely,

DGL Consulting Engineers, LLC

Steve R. Cherry, PE
Senior Transportation Engineer

T: 419.535.1015 | C: 419.266.8923 | E: scherry@dgl-ltd.com
3455 Briarfield Blvd, Suite E | Maumee, Ohio 43537

23150

Maumee, Ohio
419.535.1015

Wauseon, Ohio
419.330.1360

Dublin, Ohio
614.356.7150

Kent, Ohio
440.387.4113

Port Clinton, Ohio
419.635.7541

dgl.ltd.com

An Agreement for the Provision of Limited Professional Services

DGL Consulting Engineers, LLC (DGL) 3455 Briarfield Blvd., Suite E Maumee, Ohio 43537 P: 419.535.1015		Client: City of Sylvania 6730 Monroe Street, Suite 101 Sylvania, Ohio 43560	
Project Name Downtown Transportation Improvements - Contract Modification No. 3		Project No. 23150	
Location City of Sylvania			
Scope of Services & Fee Arrangement <i>See Appendix A for fee proposals of subconsultants.</i>			
DESIGN SERVICES			
Edge (Phase 1 Construction Administration Services)		\$7,950.00	
Total		\$7,950.00	
Retainer Amounts		\$00.00 due with signed contract.	
<i>Note: DGL can accept credit card payments with an additional 3% service fee.</i>			
		Accepted by: City of Sylvania	
		Signature Date	
		Mark Frye / Mayor	
		Printed Name / Title <i>Signature indicates the authority to bind the company to the terms herein</i>	
Offered by: DGL Consulting Engineers, LLC		Accepted by: City of Sylvania	
Signature 		Signature Date Director of Finance	
Printed Name / Title Steve Cherry, PE / Senior Transportation Engineer		Printed Name / Title <i>Signature indicates the authority to bind the company to the terms herein</i>	

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

DGL CONSULTING ENGINEERS, LLC (DGL) 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 DGL'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. DGL shall have the right to suspend/terminate services if payment is not received within 60 days after the invoice date and DGL 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, DGL 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. DGL will perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of DGL's part of the Project. Regardless of any other term or condition of this Agreement, DGL 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 DGL 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 DGL 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) DGL has no reason to believe that such a condition exists, DGL shall not be responsible for the existing conditions or any resulting damages or losses resulting therefrom.

Hazardous Materials/Mold

DGL shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form including mold. DGL 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 DGL 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. DGL 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 DGL, the Client agrees, to the fullest extent permitted by law, to limit DGL'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 \$____,000 or the amount of DGL'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 DGL 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 DGL's documents, DGL 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 DGL's original documents. In no event will DGL 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 DGL under this agreement, including electronic files, shall remain the property of DGL and may not be used by this Client for any other purpose without the written consent of DGL. Any such use or reuse shall be at the sole risk of Client who shall defend, indemnify and hold DGL 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 DGL and its subconsultants.

Defects in Service

The Client shall promptly report to DGL any defects or suspected defects in DGL'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 DGL shall relieve DGL 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

DGL 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 DGL 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 DGL 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 DGL.

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.

APPENDIX A

August 3, 2026

Joseph Shaw
Safety / Service Director
City of Sylvania
Department of Public Services

Dear Mr. Shaw,

Throughout the construction of the Sylvania Streetscape Phase 1 project, EDGE provided construction administration services beyond the original scope to support the City, the contractor, and the project team in maintaining project progress and resolving field conditions. These services included responding to Requests for Information (RFIs), reviewing contractor submittals, coordinating product selections, attending recurring construction meetings, and providing design clarifications throughout construction.

Construction Administration Services Provided in Phase 1:

- Responded to multiple Requests for Information (RFIs), including:
 - Provided supplemental lighting information for the sign wall and subsequently coordinated with manufacturers to evaluate and recommend alternate light fixture options.
 - Issued clarifications regarding structural soil requirements and installation.
 - Developed revisions to decorative paver band layouts.
 - Provided clarification of retaining wall details and construction requirements.
 - Prepared revisions for the stepped retaining wall adjacent to Ace Hardware to address field conditions.
- Conducted on-site meetings and coordinated material selection, including:
 - Brick paver selection and review.
 - Integral colored concrete review and approval.
- Reviewed contractor submittals and coordinated product selections with manufacturers as required throughout construction.
- Attended recurring construction progress meetings with the City, contractor, and project team to address ongoing construction issues, coordinate design decisions, review schedule impacts, and facilitate timely project completion.

These additional services resulted in **\$7,950** in professional fees that were not included in the original agreement. EDGE respectfully requests authorization of an Additional Services amendment in the amount of **\$7,950** to compensate for the construction administration services provided during Phase 1.

Sincerely,



Kristyn Bowden, PLA, LEED Green Associate



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

August 17, 2026

To: The Mayor and Members of Sylvania City Council

Re: **Letters of Interest (LOI) for Landscape Architecture Design Services
US-23/Monroe Street & Seney Park Urban Beautification**

Dear Mr. Mayor and Council Members:

A major milestone was met on August 8, 2026 with the opening of the new Monroe Street bridge over US-23 to traffic as a part of the LUC-23-11.75 (PID 105889) project being administered by the Ohio Department of Transportation (ODOT).

Construction will continue into the fall for Miller Brothers Construction to complete work items in the ODOT contract. However, once those items are completed additional aesthetic improvements are planned along the Monroe Street corridor between Kroger and Acres Road to welcome motorists to our community. These improvements would include median and corridor landscaping with new tree plantings, softscape and hardscape improvements, intersection enhancements with new gateway and welcoming signage, and the redesign of Seney Park.

The next step in this process is to request Letters of Interest (LOI) from landscape architects to provide the final design components and construction plans. City staff members will review the LOI's and select the most qualified architect to complete the urban beautification design. Once the architect is selected the City will enter into fee negotiations with the goal of having an architect ready to initiate work by October 2026. We are anticipating the design and construction plan preparation process to take six to nine months to complete with the goal of having the project ready for bidding by early Summer 2027.

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

Sincerely,

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

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



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

MEMO

To: The Mayor and City Council

From: Joseph E. Shaw, P.E., P.S., Safety/Service Director

Date: 08/17/2026

Re: Obsolete Equipment

Dear Council Members:

The following items are no longer of use in our City operations:

1 Black Roller Chair	1 ELMO Projector	1 Purple Roller Chair
1 Brown Couch	2 Floral Grey Chairs	3 Red Roller Chairs
1 Brown Roller Chair	1 Green Chair	1 Scanner
3 Calculators	1 Green Roller Chair	1 Small Laminate Table
2 Chalk Boards	8 Grey Chairs	1 Three Drawer File
1 Conference Room Table	1 Grey Laminate Desk	1 Toshiba TV
1 Council Chamber Sign	1 Lamp	1 Typewriter
1 Countertop	1 Leather Roller Chair	1 White Board
1 Credit Card Reader	2 Monitors	1 White Couch
3 Dark Wood Desks	1 Panasonic TV	5 Yellow Wood Desks
2 Dark Wood Side Tables	4 Peach Chairs	1 Yellow Wood Standalone Desk
1 Dark Wood Table	1 Plan Rack	1 3500 Watt Homelite Generator
1 Dark Wood Table with Glass Top	1 Purple Chair	

We request approval to dispose of the items by listing them for sale on the GovDeals website. If no bids are received for any of the items, they will either be donated or disposed of, depending on the level of interest and the condition of the item.

Please call if you have any questions. Thank you.

PETITION FOR ZONING ORDINANCE AMENDMENT

15a

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

Application No. 7A-1-2026
Date 7-10-2026

Petitioner Name(s): Louisville Title Agency for N.W. Ohio, Inc., as Trustee for Millstream Development Company

Petitioner Address: [REDACTED]

Email: [REDACTED] Telephone: [REDACTED]

Location of property for which zoning amendment is requested:
Located on the south side of Brint Road, immediately west of the intersection with King Road.

Parcel Nos. 8293529, 8293530 and 8293531

Purpose of amendment request: Proposing a Planned Development (PD) to develop four residential lots.

Current Zoning: R-1 Requested Zoning: R-1 PD

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

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

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

By: Louisville Title Agency for N.W. Ohio, Inc.
Trustee for Millstream Development Company
[Signature]
John W. [Signature]
SR. V.I.

Date referred by Council: 7-20-2026

Date of Commission Action: 8-12-2026

Date of Council Action: _____

Action: _____

For Office Use Only

Date: 7-10-2026 Check #: _____ Cash: _____ Fee: \$ _____



PART OF THE NORTHEAST 1/4 OF SECTION 17,
TOWN 9 SOUTH, RANGE 6 EAST
CITY OF SYLVANIA, LUCAS COUNTY, OHIO



BRINT ROAD
(60' WIDE)

OWNER/TEAM INFORMATION

CIVIL ENGINEER & LAND SURVEYOR
CIV. & ENVIRONMENTAL CONSULTANTS, INC.
ONE SAGAMIT, SUITE 8080
TOLEDO, OH 43604
PH: (419) 734-5381
CONTR. FERNANDO OMARICO, PE

DEVELOPER

WILLETSTREAM DEVELOPMENT COMPANY
8040 SYLWASS-SETAMORA ROAD
SYLWASS, OH 43080
PH: (419) 865-5087
CONTACT: RYAN BAUSHER

THE ADRIANES PLAY THREE
BOOK OF PLAYS
VOL. 130 PAGE 61-63

THE ANGLANDS PLAT THREE

PROP. BALDWIN
AREA (TYP.)

EX. SN/T RMX—

SITE MAP
SCALE: 1"=30'

REFERENCES

1. DECISIONS OF RECORDS ON FILE AT THE LUCAS COUNTY RECORDS OFFICE, EXISTING CED SURVEYS, SURVEYS OF RECORDS & TAX MAPS ON FILE AT LUCAS COUNTY.
2. MARBLE CREST VILLAS, VOLUME 140, PAGE 88-90 BOOK OF PLATS, LUCAS COUNTY RECORDS OFFICE.
3. THE PEARLHARBOR PLAT THREE, VOLUME 136, PAGE 81-83, BOOK OF PLATS, LUCAS COUNTY RECORDS OFFICE.

SITE DEVELOPMENT ZONING DATA

ZONING DISTRICT:	R-1
LOT AREA:	10,500 SQUARE FEET
LOT WIDTH:	70 FEET
FRONT YARD SETBACK:	25 FEET
SIDE YARD SETBACK:	7 FEET
REAR YARD SETBACK:	30 FEET
TOTAL SITE AREA:	2.386 ACRES
PROP. SEPARABLE AREA:	0.000 ACRES

PROPOSED SITE USE

THE PROPOSED SITE WILL CONSIST OF SINGLE-FAMILY AND TWO-FAMILY RESIDENTIAL LOTS.

FLOODPLAIN CLASSIFICATION

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN
ZONE X AS ILLUSTRATED ON FEMA MAP NUMBER
300500002E, CITY OF LAWRENCE, COMPANY NO.
38036A, EFFECTIVE DATE AUGUST 18, 2011.

ANTICIPATED SCHEDULE

1) INT. WORK:	OCTOBER 2028
2) BUILDING CONSTRUCTION:	NOVEMBER 2029
3) LAUNCHING:	MAY 2037

SURVEY LEGEND

- | | |
|--------|--|
| 9 | FOUND 6.0" X 30" REBAR WITH
2" DIA. ALLSRAHAY DISC
(UNLESS NOTED OTHERWISE) |
| 10 | FOUND 5" IN 8" DIA. ALLSRAHAY
DISC IN 4" CONCRETE ANCHORAGE
(UNLESS NOTED OTHERWISE) |
| 11 | SET 6.0" X 30" GAPPED REBAR
STAMPED "ESC. M&J RPS NO. 8151" |
| P.C.D. | POINT OF COMMENCEMENT |
| P.C.B. | POINT OF BEGINNING |
| | PROPOSED PARCEL LINE |
| | EX. PARCEL LINE |

NOTES

1. LOCATION OF PUBLIC WATER MAIN, SEWER PIPE AND SANITARY SEWER IS BASED ON GIS INFORMATION PROVIDED BY THE CITY OF SEWASHAW, SEWER GRIDS AND SANITARY SEWER SYSTEMS WERE LOCATED BY GIS VIA FIELD SURVEY.
2. A TEST SURVEY HAS NOT PERFORMED BUT CAN BE UPON REQUEST.
3. THE PROPOSED LOTS WILL HAVE WATER AND SANITARY SEWER VIA EXISTING TAPS ON THE NORTHWEST CORNER OF THE DEVELOPMENT OR VIA NEW TAPS ON BRINK ROAD AND/OR END ROAD.
4. AIR ACCESS EASEMENT WILL BE RECORDED TO GRANT LOT 3 ACCESS THROUGH THE

SCALE IN FEET

1000

DATE	
------	--

One SeaGate
Suite 2050
Toledo, OH 43604
Ph: 419.724.5281
www.cecinc.com

Civil & Environmental
Consultants, Inc.

MILLSTREAM DEVELOPMENT CO.
 & KING PLANNED DEVELOPMENT
 SYLVANIA, LUCAS CO., OHIO

SITE PLAN

DATE:	JUL
TIME SCALE:	AS N
REMARKS:	

DRAWING NO. 2
C200

1

PETITION FOR ZONING ORDINANCE AMENDMENT

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

Application No. SLP 4-2096

Date 5-23-2026

Petitioner Name(s): Matt DeWood For Sylvania Market Place # 851 ALEXIS, LLC.

Petitioner Address: [REDACTED]

Email: [REDACTED]

Telephone: [REDACTED]

Location of property for which zoning amendment is requested:

5890 Monroe St, Sylvania, OH 43560

Purpose of amendment request: This is a Special Use Permit to allow for a convenience store with auto fueling.

Current Zoning: B4 - Business

Requested Zoning: N/A B-4 SUP

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

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

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

By: [Signature]

Sylvania Market Place
851 Alexis, LLC.

Date referred by Council: 6-15-2026

Date of Commission Action: 8-12-2026

Date of Council Action: _____

Action: _____

For Office Use Only

Date: 5/29/2026

Check # [REDACTED]

Cash: _____

Fee: \$ 300.00

Per: [Signature]

CITY OF SYLVANIA, OHIO
Procedure for Zoning Ordinance Amendment

1. Submit application, required attachments, and \$300.00 filing fee + Advertising cost to:
Clerk of Council
Sylvania Administration Building,
Room 201
6730 Monroe Street
Sylvania, Ohio 43560-1948
419-885-8931
2. City Council, at its next regularly scheduled meeting, will refer the application to the Municipal Planning Commission for review and recommendation.
NOTE: City Council meets on the first and third Monday of every month.
Applicant does not need to attend this meeting.
3. The Planning Commission will review the application at its next regularly scheduled meeting.
NOTE: Planning Commission meets on the second Wednesday following the first Monday of each month.
Applicant should attend.
4. The recommendation of the Planning Commission will be filed with City Council at Council's next regularly scheduled meeting. At this time, Council will set the public hearing date. Notice of the public hearing must be published at least 30 days prior to the hearing and written notice must be mailed to property owners within, contiguous to and directly across the street from subject parcel(s), if the number of parcels to be rezoned or redistricted is ten (10) or less. Applicant does not need to attend this meeting.
5. The public hearing will be scheduled immediately prior to a regularly scheduled City Council meeting.
Applicant should attend the public hearing.
6. After approval or denial of the amendment by City Council, legislation will be ordered.

PARCEL SPLIT 1

1. A parcel of land being part of the West 1/2 of the Northwest 1/4 of Section 11, Town 9 South, Range 6 East, in the Michigan Meridian, in the City of Sylvania, Lucas County, Ohio, said parcel of land being bounded and described as follows
2. Beginning at the intersection of the centerline of Alexis Road with the East line of the West 1/2 of the Northwest 1/4 of Section 11, said point of intersection being marked with a found mag nail;
3. thence in a southerly direction along the East line of the West 1/2 of the Northwest 1/4 of Section 11, also being the West line of Whetstone Park as recorded in Volume 45, Pages 71-72 Lucas County Plat Records, having a bearing of South one (01) degree, twenty-five (25) minutes, forty-four (44) seconds East, passing through a set capped iron rebar at a distance of fifty and thirty-eight hundredths (50.38') feet, a total distance of three hundred ninety-nine and twenty-three hundredths (399.23') feet to a point, said point being marked with a set capped iron rebar;
4. thence South eighty-eight (88) degrees, twenty-two (22) minutes, twelve (12) seconds West along a line, a distance of one hundred eighty-one (181.00') feet to a point, said point being marked with a set mag spike;
5. thence North one (01) degree, twenty-six (26) minutes, fifty-three (53) seconds West along a line, a distance of three hundred seventy-seven and fifty hundredths (291.77') feet to a point, said point being marked with a set mag spike
6. thence North eighty-nine (89) degrees, thirty-three (33) minutes, seven (07) seconds East along a line, a distance of fifteen and fifty-two hundredths (15.52') feet to a point, said point being marked with a set mag spike
7. thence North one (01) degree, twenty-six (26) minutes, fifty-three (53) seconds West along a line, passing through a set capped iron rebar at a distance of thirty seven and twenty-six hundredths (37.26') feet, a total distance of three hundred seventy-seven and fifty hundredths (291.77') feet to the intersection of the centerline of Alexis Road;
8. thence North eighty-one (81) degrees, thirty-one (31) minutes, fifty-three (53) seconds East along the centerline of Alexis Road, a distance of one hundred sixty-six and eighty-six hundredths (166.86') feet to the **Point of Beginning**.
9. Said parcel of land containing an area of 68,974 square feet, or 1.583 acres of land, more or less. Subject to legal highways. All within Parcel Number 82-04454

Said parcel of land having a present right-of-way occupied area of 8,343 square feet or 0.192 acres of land, more or less.

The above described parcel of land is subject to any and all leases, easements and restrictions of record.

The bearings used hereon are based on an assumed meridian and are for the express purpose of calculating angular measurements.

Said set capped iron rebar being a 5/8" diameter and 30" long iron rebar with plastic cap stamped "Feller Finch".

The above description is based on a survey performed under my supervision during March 2026.

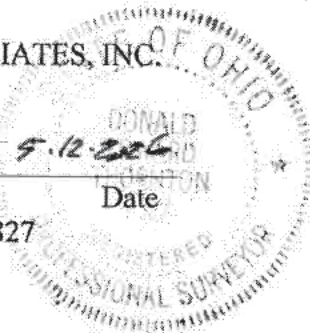
Prior Deed Reference is Official Record 20240925-0031007, Lucas County Deed Records.

Prepared by:

FELLER, FINCH & ASSOCIATES, INC.



D. Edward Thornton, P. S.
Professional Surveyor No. 7827



PART THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 11;
TOWN 9 SOUTH, RANGE 6 EAST, IN THE MICHIGAN MERIDIAN, IN
THE CITY OF SYLVANIA, LUCAS COUNTY, OHIO.



SOUTHEAST CORNER OF THE
WEST 1/2 OF THE NORTHWEST
1/4 OF SECTION 11
END IRON PIPE

UNDERGROUND UTILITIES
Contact: **Two Working Days**
Before You Dig

CHIO811.org
Before You Dig

CHIO811, Inc., PO 8800 463 3764
Dig safely... or be late and dry!

1683 Woodlands Drive
Maumee, Ohio 43537
Maumee Phone (419) 893-3660
Fax (419) 893-2962
*maumee followed by com

Coller Finch
ASSOCIATES, INC.
Engineers • Surveyors

[illegible]

BOUNDARY SURVEY / PARCEL SPLIT

PART OF THE NORTHWEST 1/4 OF SECTION 11, TOWN 9
SOUTH, RANGE 6 EAST, IN THE MICHIGAN MERIDIAN, CITY OF
PENNSYLVANIA, LUCAS COUNTY, OHIO



2023 FELLER, PANCH & ASSOC., INC.	
OWNER	10-12-2023
DATE	
SCALE	1" = 20'
DATE	03-28-2026
PROJECT	DET
OWNER	AJJ
PROJECT	DET
PROJECT	REMOVED DET
PROJECT	10510936
PROJECT	10-106367800A
PROJECT	1 of 1

SHEET 1 OF 1

- SURVEY BY LEWANDOWSKI ENGINEERS DATED 10/31/2022, AS RECORDED AS SURVEY NUMBER F-1685 L.C.D.R.
- SURVEY BY THE MANNIK & SMITH GROUP DATED 05/14/2013
- ODOT PLANS NUMBER: LUC-184-0-27-1950
- ODOT PLANS NUMBER: LUC-184-0-27-1939
- COUNTRY CLUB PLAZA AS RECORDED IN VOLUME 59, PAGE 9 OF L.C.R.
- WHISTSTONE PARK AS RECORDED IN VOLUME 65, PAGE 71-72 L.C.R.
- DEED AS RECORDED IN INSTRUMENT #20171229-005626 L.C.D.R.

LEGEND

- | | |
|----------|-----------------------------|
| • | FOUND MAG NAIL |
| • | SET CAPPED IRON REPAIR |
| • | SET MAG SPIKE |
| _____ | ROAD CENTERLINE |
| _____ | SUBJECT BOUNDARY |
| _____ | PAINT STRIPING |
| _____ | EXISTING PROPERTY LINE |
| _____ | EXISTING BUILDING |
| _____ | ASPHALT CURB |
| _____ | ROAD RIGHT-OF-WAY |
| _____ | CONCRETE CURB |
| _____ | ASPHALT PAVEMENT |
| _____ | CONCRETE PAVEMENT |
| _____ | EXISTING FENCE |
| _____ | EXISTING EASEMENT |
| _____ | AS EASEMENT |
| _____ | DRAINAGE EASEMENT |
| _____ | EDGE OF STONE |
| C/L | = ROAD CENTERLINE |
| R/W | = ROAD RIGHT-OF-WAY |
| O.R. | = OFFICIAL RECORD |
| L.C.D.R. | = LUCAS COUNTY DEED RECORDS |
| L.C.P.R. | = LUCAS COUNTY PLAT RECORDS |

NOTE:
I HEREBY CERTIFY THAT THE INFORMATION SHOWN HEREON IS THE RESULT OF A TRUE AND ACCURATE BOUNDARY SURVEY PERFORMED UNDER MY SUPERVISION DURING FEBRUARY, 2026, AND ALSO THAT THIS SURVEY WAS MADE IN ACCORDANCE WITH THE "MINIMUM STANDARDS FOR BOUNDARY SURVEYS" IN THE STATE OF OHIO ADMINISTRATIVE CODE CHAPTER 4733-37, AND LOCAL REQUIREMENTS.

OFFICE OF THE MAYOR, MARK R. FRYE

July 24, 2026

TO THE MEMBERS OF SYLVANIA CITY COUNCIL:

Re: Appointments to the Sylvania City Tree Commission

Dear Council Members:

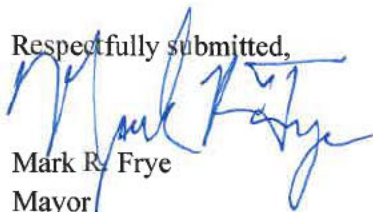
Mr. Bradley Menard and Mr. Wayne Kinsel have expressed their interest in serving on the Sylvania Tree Commission.

Mr. Menard, 5223 State Line Road, Sylvania, Ohio currently works as the Sales Manager and Business Developer at Glass Doctor Toledo. He deeply cares about trees as part of our neighborhoods to create a healthier and more welcoming city. Mr. Menard earned a Bachelor of Science in History and Anthropology from the State University of New York in Oneonta and a Masters of Education in Educational Leadership and Policy Studies from Iowa State University.

Mr. Kinsel, 7001 Applecreek Road, Sylvania, Ohio is a local business owner and former Air Force civil engineering officer. He also served as President of the Sylvania Rotary Club. Mr. Kinsel is passionate about community service and can provide leadership and has a practical engineering perspective. He earned a Bachelor of Science in Civil Engineering from the United States Airforce Academy, a Masters of Science in Engineering Management from the Air Force Institute of Technology and a Masters of Arts in Military Operational Art & Science from the Air Command & Staff College. Mr. Kinsel also earned the title Project Management Professional (PMP).

Therefore, I am pleased to announce the appointments of Mr. Menard and Mr. Kinsel to the Sylvania Tree Commission and request that you confirm these appointments

Respectfully submitted,


Mark R. Frye
Mayor

MRF/cw



Board of Architectural Review

Minutes of the regular meeting of August 12, 2026

Mr. Schaff called the meeting to order

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

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

Item 1 - app. no. 16-2026 requested by Joseph Linsky of Sign Vision for Kroger 7545 Sylvania Ave. Sylvania, Ohio 43560.

Mr. Linsky was present. Mr. Burns stated that the sign is an update of the existing sign with the new Kroger Pick up and Pharmacy logo. The sign meets the zoning codes.

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

Item 2 – app no. 17-2026 requested by Patty Ybarra of Brilliant Electric Sign for Key Bank 5604 N. Main St. Sylvania, Ohio 43560.

Mr. Burns stated that the sign is a replacement of an existing sign and that it meets the zoning codes.

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

No additions

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

Submitted by,

Cristen Music Secretary
Municipal Planning Commission



B

DEPARTMENT OF PUBLIC SERVICE
TIMOTHY S. BURNS, ZONING ADMINISTRATOR

August 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 August 12, 2026.

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

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

Item #1 – SUP# 4-2026 – 7/11 Fuel Station at 5800 Monroe Street, Sylvania, Ohio 43560 Referral from City Council that was tabled at the July 15, 2026 Meeting.

Mr. Burns explained that there are 3 items tabled to be addressed for more clarified information. The first is the 24 hours operation of the fuel station, second is the bonding of fuel tanks for future removal. Third is the ingress/egress.

Matt DeWood, Eric Carter, Matthew Kolis was present for 815 Alexis Road LLC. and the owner of Sylvania Market place.

Motion to remove the tabled SUP #4-2026 and move it back into consideration.

Mr. Frye moved; Ms. Fischer seconded to approve removing the SUP #4-2026 from the table and for this to be consider. Vote being; Frye, Lindhuber, Fischer, Schaff and Liber (5) aye; (0) nay. Motion passed by a 5 to 0 Vote.



DEPARTMENT OF PUBLIC SERVICE
TIMOTHY S. BURNS, ZONING ADMINISTRATOR

Motion SUP #4-2026 Municipal Planning Commission recommends to council the approval of SUP #4-2026 with the following provision; Any change in operation hours be notified to administration and that the bonding information from the tenant be provided to the owner of the development. That information be provided to the administration and that this recommendation be subject to the review of the traffic study for Egress/Ingress for this particular project.

Mr. Frye amended the motion to; any change in ownership from 7/11 to alternative ownership that the administration be notified. Mr. Lieber seconded the amended motion, vote being; Frye, Lindhuber, Fischer, Schaaf and Liber. (5) aye; (0) nay. Motion passed by a 5 to 0 vote

Item #2 – ZA-1-2026 -Louisville Tittle Proposed Plan Development

Mr. Wamsher was present and explained there will be four structures, with one of them will become a two-family home. Approximal 1800 to 2500 square feet. There is a verbal agreement to take care of the landscape.

Motion to recommend back to City Council ZA-1-2026 as submitted.

Ms. Fischer moved, Ms. Lindhuber seconded, to approve that ZA-1-2026 be transferred back to city council. vote being; Frye Lindhuber, Liber, Schaff and Fischer (5) aye; (0) nay

No Additions

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

Meeting Adjourned

Submitted by,

A handwritten signature in black ink, appearing to read "Cristen Music".

Cristen Music Secretary
Municipal Planning Commission