

**Sylvania City Council**

June 17, 2019

**7:00 p.m. Committee of the Whole**

New City Logo

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

Agenda

1. Roll call. Mrs. Cappellini, Mr. Frye, Mr. Haynam, Mrs. Husman, Mr. Luetke, Mr. Richardson, Mrs. Westphal.
2. Pledge of Allegiance to the United States of America led by Mrs. Westphal.
3. Additions to the agenda.
4. Approval of the Council meeting minutes of June 3, 2019.
5. Mayor Stough to present a Proclamation to Deb Chany, Director of SCAT.
6. Proposed Ordinance No. 47-2019, An Ordinance to levy a Municipal Motor Vehicle License Fee pursuant to Ohio Revised Code Section 4504.173. (Final reading and passage)
7. Utility and Ingress/Egress Easements-Colonial Court.
  - a. Service Director's report on easements.
  - b. Referral to Plan Commission and set Public Hearing for August 19, 2019.
8. Monroe Street & Harroun Road Improvement Project.
  - a. Service Director's report on ODOT agreement.
  - b. Proposed Ordinance No. 52-2019, Authorizing an agreement between State of Ohio Dept. of Transportation and the City for the Monroe & Harroun Improvement Project.
9. ODOT Agreement No. 33643 (Maintenance of US 23).
  - a. Service Director's report on agreement.
  - b. Proposed Ordinance No. 53-2019, Authorizing an agreement between the State of Ohio Department of Transportation for maintenance of US23 within City limits.
10. Lucas County Hazard Mitigation Plan 2019.
  - a. Service Director's report on Plan.
  - b. Proposed Resolution No. 7-2019, Adopting the 2019 Revisions to the Lucas County All Natural Hazard Mitigation Plan.

11. Sylvania Area Chamber of Commerce Street Banner Application.
  - a. Banner Application.
  - b. Proposed Ordinance No. 54-2019, Approving the banner application of the Sylvania Area Chamber of Commerce.
12. Report of Zoning Ordinance Amendment application ZA-1-2018, for property located at 4713 King Road from Bruce J. Fondren, Sr.
13. Committee reports.
  - a. Committee of the Whole from this date.
14. Committee referrals.

### **INFORMATION**

- A. May 2019 Bank Reconciliation.
- B. Board of Architectural Review minutes from June 12, 2019.
- C. Municipal Planning Commission minutes from June 12, 2019.

Minutes of the Meeting of Council  
June 3, 2019

The Council of the City of Sylvania, Ohio met in regular session on June 3, 2019 at 7:30 p.m. with Mayor Stough in the chair. Roll was called with the following members present: Katie Cappellini, Mark Frye, Doug Haynam, Sandy Husman, Mark Luetke, Patrick Richardson, Mary Westphal; (7) present; (0) absent.

Roll call:  
All present.

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

Pledge of  
Allegiance.

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

The following items were added to the agenda:

- 12a. Schedule a Zoning & Annexation Committee meeting.
- 13. Discussion on Toledo Water Plant Tour invitation.
- 14. Discussion on DORA.
- 15. Executive Session to discuss potential litigation.

Mrs. Westphal moved, Mr. Haynam seconded to approve the agenda as amended; roll call vote being: Cappellini, Frye, Haynam, Husman, Luetke, Richardson, Westphal, (7) yeas; (0) nays. The motion carried.

Agenda  
approval.

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

Mrs. Westphal presented the May 20, 2019 meeting minutes. Mrs. Westphal moved, Mr. Haynam 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 May 20, 2019 be approved; roll call vote being: Frye, Haynam, Husman, Luetke, Richardson, Westphal, Cappellini, (7) yeas; (0) nays. The motion carried.

Approval of the  
May 20 meeting  
minutes.

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

Chief Schnoor introduced the new appointed Captain, Danilynn Miller.

Introduction of  
new Captain,  
Danilynn Miller.

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

Mr. Haynam presented the second reading of proposed Ordinance No. 44-2019, Amending the Codified Ordinances of Sylvania, 1979, as amended, by adding Section 537.21 Parental Rights relating to Drug Testing Minors.

Second reading  
Ordinance No.  
44-2019;  
"...Drug testing  
minors..."

Mr. Haynam moved, Mr. Luetke seconded to refer proposed Ordinance No. 44-2019 to the Safety Committee for review and recommendations. Roll call vote being: Haynam, Husman, Luetke, Richardson, Westphal, Cappellini, Frye, (7) yeas; (0) nays. The motion carried.

Refer Proposed  
Ord. No.  
44-2019 to  
Safety Com.

Minutes of the Meeting of Council  
June 3, 2019

Mr. Frye set a Safety Committee meeting for June 24, 2019 at 7:00 p.m. in council chambers for discussion on proposed Ordinance No. 44-2019, Parental Rights relating to Drug Testing Minors.

Set Safety Com.  
6/24/19  
@7:00p.m.

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

Mr. Richardson presented and read aloud by title only, the second reading of proposed Ordinance No. 47-2019, "An Ordinance to levy a Municipal Motor Vehicle License Fee pursuant to Ohio Revised Code Section 4504.173.

Second readings  
Ordinance No.  
47-2019,  
"...levy a  
municipal motor  
vehicle license  
fee..."

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

Economic Development Director's report on the Abandoned Gas Station Cleanup Grant Program was placed on file. Mrs. Westphal presented and read aloud by title only, proposed Ordinance No. 50-2019, "Authorizing the Mayor and Director of Finance to enter into a grant agreement between the Ohio Development Services Agency and the City of Sylvania for the Abandoned Gas Station Cleanup Grant Program; and declaring an emergency." Mrs. Westphal moved, Mr. Haynam seconded, that Council dispense with the Second and Third Reading of said Ordinance; roll call vote being: Haynam, Husman, Luetke, Richardson, Westphal, Cappellini, Frye, (7) yeas; (0) nays. The motion carried.

Ordinance No.  
50-2019,  
"...grant  
agreement...  
Abandoned Gas  
Station  
Cleanup..."

Mrs. Westphal moved, Mr. Luetke seconded, that Ordinance No. 50-2019 be enacted as an emergency measure as declared therein; roll call vote being: Husman, Luetke, Richardson, Westphal, Cappellini, Frye, Haynam, (7) yeas; (0) nays. The motion carried.

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

Mrs. Husman presented and read aloud by title only, proposed Ordinance No. 51-2019, "Approving the offer to purchase of First Brookside, LLC to purchase a 7' x 148.84' parcel of the City's real estate at a sale price of \$500.00; authorizing the Mayor and Director of Finance to accept said offer to purchase on behalf of the City of Sylvania; determining said real estate to be no longer needed for municipal purposes; and declaring an emergency." Mrs. Husman moved, Mr. Frye seconded, that Council dispense with the Second and Third Reading of said Ordinance; roll call vote being: Luetke, Richardson, Westphal, Cappellini, Frye, Haynam, Husman, (7) yeas; (0) nays. The motion carried.

Ordinance No.  
51-2019,  
"...approving  
offer to  
purchase of First  
Brookside,  
LLC.... cost of  
\$500...."

Minutes of the Meeting of Council  
June 3, 2019

Mrs. Husman moved, Mrs. Westphal seconded, that Ordinance No. 51-2019 be enacted as an emergency measure as declared therein; roll call vote being: Richardson, Westphal, Cappellini, Frye, Haynam, Husman, Luetke, (7) yeas; (0) nays. The motion carried.

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

Law Director Brinning reported that the additional information from Bruce J. Fondren, Sr. on zoning ordinance amendment application ZA-1-2018 has not yet been received due to applicant working with their engineer for final plans. Proposed action on this application will be continued until the June 17, 2019.

Continuation of  
ZA-1-2018  
action until  
June 17, 2019.

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

Mrs. Westphal reported on the Committee of the Whole meeting held at 5:45 p.m. on this date. There was discussion on the new city logo with Fuller Art House.

COW Mtg  
Report, Re: new  
city logo.

Mrs. Westphal moved, Mr. Luetke seconded to set a Committee of the Whole meeting for June 17, 2019 at 7:00 p.m. to continue discussion on the new city logo; roll call vote being: Westphal, Cappellini, Frye, Haynam, Husman, Luetke, Richardson, (7) yeas; (0) nays. The motion carried.

COW Meeting  
6/17/19 @7:00  
p.m. Re: new  
city logo.

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

Mr. Haynam scheduled a Zoning & Annexation Committee meeting for July 8, 2019 at 8:00 a.m. in the public service conference room to discuss minimum parking requirement in the Zoning Code.

Zoning & Ann.  
Com Mtg;  
7/8/19 @ 8:00  
a.m. Re: parking  
requirement.

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

Mayor Stough recommended city council members to accept the Toledo Water Plant Tour invitation. Mayor stated the tour is very informative on their operations.

Toledo water  
plant tour.

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

Mrs. Husman requested clarification regarding DORA boundaries as they related to the Historical Village. Mr. Aller stated new signage will be installed soon to provide that clarification.

DORA  
boundary  
discussion.

Minutes of the Meeting of Council.  
June 3, 2019

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

Mrs. Westphal moved, Mrs. Husman seconded to enter into Executive Session for the purpose of discussion on potential litigation at 8:22 p.m. Roll call vote being: Westphal, Cappellini, Frye, Haynam, Husman, Luetke, Richardson, (7) yeas; (0) nays. The motion carried.

Executive  
Session, Re:  
possible  
litigation  
regarding  
Annexation.

Mrs. Westphal moved, Mr. Richardson seconded to return from Executive Session to General Session at 8:54 p.m. Roll call vote being: Cappellini, Frye, Haynam, Husman, Luetke, Richardson, Westphal, (7) yeas; (0) nays. The motion carried.

Mayor Stough stated all items have been addressed.

Mrs. Westphal moved, Mrs. Husman seconded to adjourn at 8:55 p.m. Roll call vote being: Frye, Haynam, Husman, Luetke, Richardson, Westphal, Cappellini, (7) yeas; (0) nays. The motion carried.

Adjournment.

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Clerk of Council

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Mayor

**ORDINANCE NO. 47 -2019****AN ORDINANCE TO LEVY A MUNICIPAL MOTOR VEHICLE  
LICENSE FEE PURSUANT TO OHIO REVISED CODE SECTION  
4504.173.**

WHEREAS, as authorized by the provisions of O.R.C. Chapter 4504, Sylvania City Council finds it necessary to impose an annual license tax upon the operation of motor vehicles on the public roads in the municipality for the purpose of construction and maintaining public roads, highways, streets and bridges.

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

SECTION 1. There is hereby levied an annual license tax upon the operation of motor vehicles on the public roads or highways pursuant to O.R.C. Section 4504.173 for the purposes of paying the costs and expenses of enforcing and administering the tax provided for in this section and to provide additional revenue for the purposes set forth in O.R.C. Section 4504.06, and to supplement revenue already available for such purposes.

SECTION 2. Such tax shall be at the rate of Five Dollars (\$5.00) per motor vehicle on each and every motor vehicle the district of registration of which, as defined in O.R.C. Section 4503.10, is the City of Sylvania.

SECTION 3. As used in the Ordinance, the term "motor vehicle" means any and all vehicles included within the definition of motor vehicle in O.R.C. Sections 4501.01 and 4505.01.

SECTION 4. The tax imposed by this Ordinance shall apply to and be in effect for the registration year commencing January 1, 2020, and shall continue in effect and application during each registration year thereafter.

SECTION 5. The tax imposed by this Ordinance shall be paid to the Registrar of Motor Vehicles of the State of Ohio or to a Deputy Registrar at the time application for registration of a motor vehicle is made as provided in O.R.C. Section 4504.10.

SECTION 6. All monies derived from the tax hereinbefore levied shall be used by the City of Sylvania for the purposes specified in this Ordinance.

SECTION 7. 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 8. 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.

Passed, \_\_\_\_\_, 2019.

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

ATTEST:

APPROVED AS TO FORM:

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

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

APPROVED:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date



7a



DEPARTMENT OF PUBLIC SERVICE

KEVIN G. ALLER, PE DIRECTOR

June 17, 2019

To: The Mayor and Members of Sylvania City Council

Re: **Utility and Ingress/Egress Easements for David R. Webb and Diane M. Webb  
0 Colonial Court**

Dear Mr. Mayor and Council Members:

Mr. and Mrs. David Webb are the owners of real estate in the City of Sylvania at the southerly end of Colonial Court. According to the Lucas County Auditor's Office the 1.026 acre property has an address of 0 Colonial Court, Tax District Parcel number 82-00584, and is zoned R-2. The owners have purchased the property with the intent of constructing a single-family residence and detached three-car garage as shown on the enclosed Preliminary Plot Plan.

The owners would like use Colonial Court as their ingress/egress point of access to the property and tap into several existing utilities within the right-of-way for service connections. In order to accommodate the access and utility connections the owners would need to cross a platted "2' Buffer Lot A" as recorded in the Colonial Park subdivision (Lucas County Book of Plats Volume 162, Page 146 Recorded in 1967).

The purpose of a buffer lot is to prohibit access until such time as the abutting right-of-way dedication is extended or widened beyond the buffer lot. Since there is no future publicly dedicated right-of-way planned by the City, the owners are requesting permission to use the buffer lot for these specified purposes.

We would request Council refer the proposed easement Agreement with the City to the Municipal Planning Commission for their review and recommendation. Please call with any questions.

Sincerely,

Kevin G. Aller, P.E.  
Director of Public Service

## PERPETUAL UTILITY AND INGRESS/EGRESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the City of Sylvania, Ohio, the Grantor, in consideration of one dollar (\$1.00), and other good and valuable considerations, to them paid by David R. Webb and Diane M. Webb, the Grantees, and their successors and assigns, does hereby grant, bargain, sell, convey and release to the said Grantees, an exclusive easement for the construction and maintenance of private utilities, consisting of electric lines, gas lines, sanitary sewer, storm sewer, and water lines, and also an ingress/egress easement in, on, over and through the real estate in the City of Sylvania, Lucas County, Ohio, and legally described, Exhibit A, and drawn, Exhibit B as attached.

TO HAVE AND TO HOLD the said easement rights with all the rights, privileges and appurtenances thereto belonging to the Grantee, its successors and assigns forever.

By acceptance hereof, the Grantor and Grantee acknowledge the following:

1. The Grantor is the owner of 2' Buffer Lot A in Colonial Park as recorded in Plat Book Volume 162, Page 46 in the Deed Records of the Lucas County Recorder's Office.
2. The Grantor hereby covenants that they are the true and lawful Owner of said 2' Buffer Lot A and are well seized of the same, and have good right and full power to bargain, sell, and convey the same in the manner aforesaid.
3. The Grantees are the owners of real estate as described in Instrument Number 20180914-0042101 in the Deed Records of the Lucas County Recorder's Office. The Grantees real

estate abuts the aforementioned 2' Buffer Lot A.

4. The Grantor hereby grants an exclusive utility easement for the construction and maintenance of private utilities consisting of electric lines, gas lines, sanitary sewer, storm sewer, and water lines, and also an ingress/egress easement to serve a single family place of residence and accessory structure, in, on, over and through 2' Buffer Lot A, as legally described on Exhibit A, and drawn, Exhibit B as attached, to the Grantees, its successors and assigns forever.
5. The Grantee hereby grants an exclusive 12' x 60' access easement, hereinafter referred to as the "City Access Area", to the Grantor, as shown on Exhibit C, for the purposes of allowing City vehicles to turn around from and enter into Grantees' property on Colonial Court during maintenance activities and for the storage of snow residuals during seasonal plowing operations, provided that the Grantor shall keep the Grantee's main driveway access area within such City Access Area clear from such snow residuals during seasonal operations. The City shall be financially responsible for initial construction costs and future maintenance obligations associated with such City Access Area.

IN WITNESS WHEREOF, the said Grantor, City of Sylvania, Ohio, has hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

City of Sylvania, Ohio

By: \_\_\_\_\_  
Craig A. Stough, Mayor

By: \_\_\_\_\_  
Toby Schroyer, Director of Finance

Approved:

\_\_\_\_\_  
Leslie B. Brining, Director of Law

IN WITNESS WHEREOF, the said Grantee, David R. Webb and Diane M. Webb,  
has hereunto set their hands this 10th day of June, 2019.

David R. Webb and Diane M. Webb



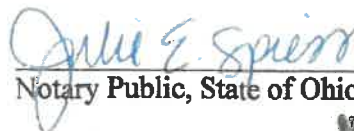
David R. Webb



Diane M. Webb

STATE OF OHIO           )  
                                  ) SS:  
COUNTY OF LUCAS       )

The foregoing instrument was acknowledged before me this 10th day of June,  
2019 by David R. Webb and Diane M. Webb.



Notary Public, State of Ohio

**JULIE E. SPIESS**

Notary Public, State of Ohio

My Commission Expires 01-04-2020



**F W B, INC.** Registered Surveyors: Ohio, Michigan

5225 Secor Road, Toledo, Ohio 43623 - (419) 473-1491, Fax (419) 473-0506

A. Ray Jones, P.S. (OH)  
David A. Andrus, P.S. (MI)

Consultants:  
Frederick J. Berning, P.S. - P.E.

April 29, 2019

Exhibit A

Access and Utility Easement for Parcel 82-00584

Part of Colonial Park, a plat in the City of Sylvania, Lucas County, Ohio and recorded in Volume 162, Page 46 Book of Plats and described as follows:

Commencing at the Southeast corner of lot 30 in said Colonial Park, said corner currently defined by a found 6" diameter concrete monument with an iron bar;

thence South 87 degrees 16 minutes 58 seconds West along the South line of said Colonial Park, also being the South line of lot 11 in Accessor Plat of 1859, 304.62 feet to a found  $\frac{3}{4}$ " iron pipe and the Point of Beginning of the herein described easement;

thence continuing along said South line South 87 degrees 16 minutes 58 seconds West 60.00 feet to a found  $\frac{3}{4}$ " iron pipe in concrete marking the West Right of Way line of Colonial Court;

thence North 02 degrees 04 minutes 18 seconds West along said West line 2.0 feet;

thence North 87 degrees 16 minutes 58 seconds East parallel with and distance of 2.0 feet North of the South line of Colonial Park 60.00 feet to the Easterly Right of Way line of Colonial Court;

thence South 02 degrees 04 minutes 18 seconds East along said East line 2.0 feet to Point of Beginning.

Parcel contains 120.00 square feet more or less and is subject to all legal highways and easements of record.

Bearings used herein are based on an assumed meridian and are for express purpose of showing angular measurement.

Prepared by:

*A Ray Jones PS 4-29-19*  
A Ray Jones, P.S.  
Professional Surveyor No. 6441



Job 18-145





FWB, INC.

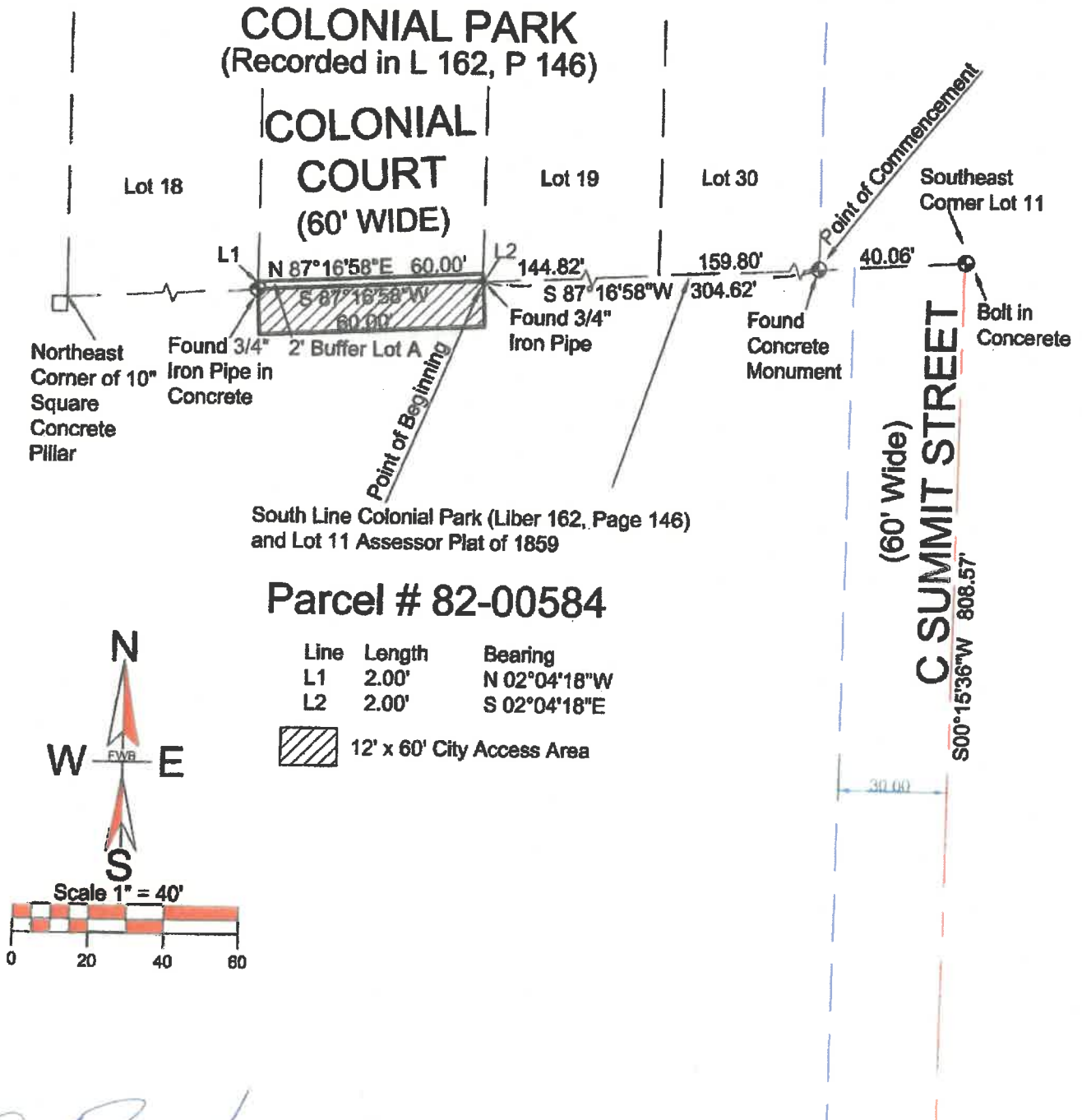
Professional Registered Surveyors: Ohio, Michigan

5225 Secor Road, Toledo, Ohio 43623 (419) 473-1491 Fax (419) 473-0506

June 11, 2019

## Exhibit "C"

Access and Utility Easement  
for Parcel 82-00584



*A. Ray Jones PS*  
A. Ray Jones, P.S.  
Professional Surveyor No. 6441  
6-11-19







DEPARTMENT OF PUBLIC SERVICE

KEVIN G. ALLER, PE DIRECTOR

8a

June 17, 2019

To: The Mayor and Members of Sylvania City Council

Re: **LUC-CR-4-9.77 (PID 109598) – MONROE STREET & HARROUN ROAD IMPROVEMENTS  
ODOT LPA LOCAL LET PROJECT AGREEMENT**

Dear Mr. Mayor and Council Members:

This project consists of implementing several safety related improvements within the Monroe Street/Harroun Road corridor. These improvements include:

- Realigning the northbound/southbound approaches at Monroe & Harroun.
- Eliminating the eastbound Monroe left turning lane to Toledo Memorial Park, thereby increasing the westbound double left turn storage length from Monroe to Harroun.
- Installing a right-in-right-out approach for the Toledo Memorial Park driveway at Kroger and Kroger driveway at Harroun.
- Fully upgrading both vehicular & pedestrian signal systems at Harroun & Kroger.

In November 2018 the Service Department was notified that the joint Highway Safety Improvement Program (HSIP) application with ODOT was successful with the City securing up to 90% (\$1,677,766) in federal grant assistance. The estimated City-funded portion of the project is 10% (\$186,418).

With federal assistance funds being available for use beginning July 1 for engineering design, ODOT is requesting approval of the enclosed Agreement with the City

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

Sincerely,

Kevin G. Aller, P.E.  
Director of Public Service

CFDA 20.205

## LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

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

### 1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the **Ohio Revised Code** (hereinafter referred to as ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The intersection realignment project (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

### 2. LEGAL REFERENCES AND COMPLIANCE

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:
  - a. National Transportation Act, Title 23, U.S.C.; 23 CFR 635.105;
  - b. Federal Funding Accountability and Transparency Act of 2006 (FFATA);
  - c. 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
  - d. ODOT Locally Administered Transportation Projects, Manual of Procedures; and
  - e. State of Ohio Department of Transportation Construction and Material Specifications Manual (applicable to dates of PROJECT).
- 2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

### 3. FUNDING

- 3.1 The total cost for the PROJECT is estimated to be \$1,864,185 as set forth in Attachment 1. ODOT shall provide to the LPA 90 percent of the eligible costs, up to a maximum of \$1,677,766 in Federal funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.
- 3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100 percent Locally-funded work, cost overruns and contractor claims.

### 4. PROJECT DEVELOPMENT AND DESIGN

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

### 5. ENVIRONMENTAL RESPONSIBILITIES

- 5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related

regulations, including the requirements of the National Historic Preservation Act; and for securing all necessary permits.

- 5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-Qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at [www.dot.state.oh.us/CONTRACT](http://www.dot.state.oh.us/CONTRACT). If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 5.3 ODOT shall be responsible for the review of all environmental documents and reports and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the PROJECT.
- 5.5 The LPA shall require its consultant, selected to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act, to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.
- 5.6 The LPA shall submit a NOI to Ohio EPA to obtain coverage under the National Pollution Discharge Elimination System (NPDES) Construction General Permit for all projects where the combined Contractor and Project Earth Disturbing Activity (EDA) are one acre or more. If the LPA chooses not to use ODOT's L&D Vol. 2 on Local-Let LPA projects, they may use an alternative post-construction BMP criteria with Ohio EPA approval.

## 6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT.
- 6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that the all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work is not permitted to perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA,

and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.

- 6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with project construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the project real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.
- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.
- 6.8 The LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.
- 6.9 Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.

## 7. ADVERTISING, SALE AND AWARD

- 7.1 The LPA shall not advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Coordinator as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.
- 7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The period between the first legal advertising date and the bid

opening date shall be a minimum of twenty-one (21) calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials. ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and selling the contracts.

- 7.4 The LPA must incorporate ODOT's LPA Bid Template in its bid documents. The template includes Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts as well as appropriate subcontracts and purchase orders.
- 7.5 The LPA shall require the contractor to be enrolled in, and maintain good standing in, the Ohio Bureau of Workers' Compensation Drug-Free Safety Program (DFSP), or a similar program approved by the Bureau of Workers' Compensation, and the LPA must require the same of any of its subcontractors.
- 7.6 Only pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in effect/current **at the time of award**. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement. In accordance with FHWA Form 1273 Section VII and 23 CFR 635.116, the "prime" contractor must perform no less than 30 percent of the total original contract price. The 30-percent prime requirement does not apply to design-build contracts.
- 7.7 In accordance with ORC Section 153.54, et. seq., the LPA shall require that the selected contractor provide a performance and payment bond in an amount equal to at least 100 percent of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond. If the LPA has 100 percent locally-funded work product within this Agreement, the LPA must allocate the correct percent of the performance and payment bond cost to the 100 percent locally-funded work product.
- 7.8 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is not subject to a finding for recovery under ORC Section 9.24, that the contractor has taken the appropriate remedial steps required under ORC Section 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at <https://ohioauditor.gov/findings.html>. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.
- 7.9 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is an active registrant on the Federal System for Award Management (SAM). Pursuant to 48 CFR 9.404, contractors that have an active exclusion on SAM are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all federal funding commitments.
- 7.10 The LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.
- 7.11 After analyzing all bids for completeness, accuracy, and responsiveness, per ORC 153.12, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA within 60 days after bid opening. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this Agreement, if applicable.

## 8. CONSTRUCTION CONTRACT ADMINISTRATION

- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC sections 153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this Agreement.
- 8.2 The LPA must maintain a project daily diary that is up-to-date and contains the following information: all work performed, list of equipment utilized, project personnel and hours worked, pay quantities, daily weather conditions, special notes and instructions to the contractor, and any unusual events occurring on or adjacent to the PROJECT. Additionally, the LPA is responsible for documenting measurements, calculations, material quality, quantity, and basis for payment; change orders, claims, testing and results, traffic, inspections, plan changes, prevailing wage, EEO and DBE, if applicable. The LPA is responsible for ensuring all materials incorporated into the PROJECT comply with ODOT's Construction and Material Specifications and meet the requirements of Appendix J in the LATP Manual of Procedures.
- 8.3 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.4 The Federal-aid Highway Program operates on a reimbursement basis, which requires that costs actually be incurred and paid before a request is made for reimbursement. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. If the LPA requests reimbursement, it must provide documentation of payment for the project costs requested. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.
- 8.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA.
- 8.6 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of Chapter 1311 of the ORC may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the lien that may be due and owing

to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the lien is resolved.

- 8.7 Payment or reimbursement to the LPA shall be submitted to:

|                      |
|----------------------|
| City of Sylvania     |
| 6730 Monroe St.      |
| Sylvania, Ohio 43560 |

- 8.8 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all Federal funding commitments.
- 8.9 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and, if necessary, unilaterally modify any other term of this Agreement in order to preserve its Federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.
- 8.10 Any LPA right, claim, interest, and/or right of action, whether contingent or vested, arising out of, or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the Claim), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in/to the Claim and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim. The LPA further authorizes ODOT to sue, compromise, or settle any such Claim. It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all of the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim including requests for information and/or documents and/or to testify.
- 8.11 After completion of the PROJECT, and in accordance with Title 23 United States Code 116 and applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies, and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any Federally-funded programs.
- 8.12 The LPA must provide the final invoices, and final report (Appendix P located in the Construction Chapter of the LPA Manual) along with all necessary closeout documentation within 6 months of the physical completion date of the PROJECT. All costs must be submitted within 6 months of the established completion date. Failure to submit final invoices along with the necessary closeout documentation within the 6-month period may result in closeout of the PROJECT and loss of eligibility of any remaining Federal and or State funds.

## 9. CERTIFICATION AND RECAPTURE OF FUNDS

- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to



the certification of funds by the Office of Budget and Management, as required by ORC section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.

- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.

#### 10. NONDISCRIMINATION

- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.
- 10.3 The LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. To meet this requirement, subcontractors who claim to be DBEs must be certified by ODOT. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

Disadvantaged Business Enterprise (DBE) Requirement. DBE participation goals (subcontracts, materials, supplies) have been set on this PROJECT for those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the ORC.

ODOT shall supply the percentage goal to the LPA upon review of the Engineer's Estimate. Prior to executing the contract with the contractor, and in order for ODOT to encumber the Federal/State funds, the contractor must demonstrate compliance with the DBE Utilization Plan and Good Faith Efforts requirements.

## **GOOD FAITH EFFORTS (GFEs)**

In the event that the DBE contract goal established by ODOT is not met on a project, the Contractor shall demonstrate that it made adequate good faith efforts to meet the goal, even though it did not succeed in obtaining enough DBE participation to do so.

The Contractor shall demonstrate its GFEs by submitting information including but not limited to the following to the LPA:

- (1) All written quotes received from certified DBE firms;
- (2) All written (including email) communications between the Contractor and DBE firms;
- (3) All written solicitations to DBE firms, even if unsuccessful;
- (4) Copies of each non-DBE quote when a non-DBE was selected over a DBE for work on the contract;
- (5) Phone logs of communications with DBE firms.

The LPA will send the GFE documentation including their recommendation to ODOT at the following address:

Office of Small & Disadvantaged Business Enterprise  
The Ohio Department of Transportation  
1980 West Broad Street, Mail Stop 3270  
Columbus, Ohio 43223

ODOT shall utilize the guidance set forth in 49 CFR §26.53 Appendix A in determining whether the Contractor has made adequate good faith efforts to meet the goal. ODOT will review the GFE documentation and the LPA's recommendation and issue a written determination on whether adequate GFEs have been demonstrated by the Contractor.

The Contractor may request administrative reconsideration within two (2) days of being informed that it did not perform a GFE. The Contractor must make this request in writing to the following official:

Ohio Department of Transportation  
Division of Chief Legal Counsel  
1980 West Broad Street, Mail Stop 1500  
Columbus, Ohio 43223

The reconsideration official will not have played any role in the original determination that the Contractor did not document sufficient good faith effort.

As part of this reconsideration, the Contractor will have the opportunity to provide written documentation or an argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. ODOT will send the Contractor a written decision on reconsideration explaining the basis for finding that the Contractor did or did not meet the goal or make adequate good faith efforts. The result of the reconsideration process is not administratively appealable.

ODOT may issue sanctions if the Contractor fails to comply with the contract requirements and/or fails to demonstrate the necessary good faith effort. ODOT may impose any of the following sanctions:

- (a) letter of reprimand;
- (b) contract termination; and/or
- (c) other remedies available by law including administrative suspension.

Factors to be considered in issuing sanctions include, but are not limited to:

- (a) the magnitude and the type of offense;
- (b) the degree of the Consultant's culpability;
- (c) any steps taken to rectify the situation;
- (d) the Contractor's record of performance on other projects including, but not limited to:
  - (1) annual DBE participation over DBE goals;
  - (2) annual DBE participation on projects without goals;
  - (3) number of complaints ODOT has received from DBEs regarding the Contractor; and,
  - (4) the number of times the Contractor has been previously sanctioned by ODOT; and,
- (e) Whether the Contractor falsified, misrepresented, or withheld information.

10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest agrees as follows:

- (a) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

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

- (b) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.
- (c) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency.
- (d) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession

of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

- (e) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
  - (1) withholding of payments to the LPA under the contract until the LPA complies, and/or
  - (2) cancellation, termination or suspension of the contract, in whole or in part.
- (f) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs 10.4 (a) through (e) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

#### 11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

- 11.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultants or contractors performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultants and contractors shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.
- 11.2 The LPA shall not allow its consultants or contractors to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant or contractor has provided for such use by suitable legal agreement with the owner of such copyright, patent or similar protection. A consultant or contractor making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.
- 11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

## 12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.
- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.
- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
- 12.5 This Agreement and obligation of the parties herein may be terminated by either party with thirty days written notice to the other party. In the event of termination, the LPA shall cease work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.
- 12.3. In the event of termination for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

### 13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

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

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

### 14. NOTICE

14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

If to ODOT:

|                            |                                   |
|----------------------------|-----------------------------------|
| Joseph E. Shaw, P.E., P.S. | Aaron D. Behrman, P.E.            |
| City of Sylvania           | Ohio Department of Transportation |
| 6730 Monroe St.            | 317 East Poe Rd                   |
| Sylvania, Ohio 43560       | Bowling Green, Ohio 43402         |
| jshaw@cityofsylvania.com   | Aaron.Behrman@dot.ohio.gov        |

### 15. GENERAL PROVISIONS

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

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



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

- (A) The LPA **does not** currently maintain an ODOT approved federally compliant time-tracking system<sup>1</sup>, **and**
- (B) The LPA **does not** intend to have a federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this PROJECT, **and/or**
- (C) The LPA **does not** intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this PROJECT Agreement.

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

☐ **2. Direct labor plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.<sup>2</sup>**

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

☐ **3. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.<sup>3</sup>**

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

☐ **4. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the LPA's ODOT approved Indirect Cost Rate.<sup>4</sup>**

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, *and*
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT, *and*
- (C) Instead of using the Federal 10% De Minimis Indirect Cost Rate, the LPA currently has, or intends to negotiate, an ODOT approved indirect cost rate prior to the period of performance of this PROJECT.

For any allocable project labor costs to be eligible for reimbursement with Federal and/or State funds, the LPA must maintain compliance with all timekeeping requirements specified in 2 CFR

2 [Also be sure to read footnote # 1] The De Minimis Indirect Cost Rate is 10 percent of modified total direct costs (MTDC) per 2 CFR §200.414. The definition of MTDC is provided in the regulation at 2 CFR §200.68. Any questions regarding the calculation of MTDC for a specific project should be directed to the Office of Local Programs. Further, regardless of whether the LPA subrecipient negotiates overhead rates with ODOT or uses the 10-percent de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs, and then potentially associated fringe/indirect costs, only if the labor costs are accumulated, tracked, and allocated in accordance with compliant systems. Before an LPA is eligible to invoice ODOT for and recover the 10% de minimis indirect cost rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. A non-Federal entity that elects to charge the de minimis rate must meet the requirements in 2 CFR 200 Appendix VII Section D, Part 1, paragraph b.

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

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

Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe and/or indirect costs, the LPA shall maintain compliance with Appendix VII of 2 CFR Part 200 and the LATP Manual of Procedures.

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

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

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

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

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

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

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



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

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

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

- 15.8 *Lobbying:* Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.
- 15.9 *Debarment.* LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.
- 15.10 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

- 15.11 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.12 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.13 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.14 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.
- 15.15 *Facsimile Signatures:* Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile signature on any other party delivered in such a manner as if such signature were an original.

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

**LPA: CITY OF SYLVANIA**

**STATE OF OHIO  
OHIO DEPARTMENT OF TRANSPORTATION**

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

Title:   Mayor  

Date: \_\_\_\_\_

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

Jack Marchbanks  
Director

Date: \_\_\_\_\_

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

Title:   Director of Finance  

Date: \_\_\_\_\_

**Attachment 1**

**PROJECT BUDGET – SOURCES AND USES OF FUNDS**

| SOURCES  | LPA FUNDS |    |      | FHWA FUNDS  |    |      | STATE FUNDS |   |     | TOTAL       |
|--|-----------|----|------|-------------|----|------|-------------|---|-----|-------------|
| USES   | Amount    | %  | SAC  | Amount      | %  | SAC  | Amount      | % | SAC |             |
| PRELIMINARY DEVELOPMENT                              | \$27,778  | 10 | LNTP | \$250,000   | 90 | 4HJ7 |             |   |     | \$277,778   |
| FINAL DESIGN, CONSTRUCTION<br>PLANS & SPECIFICATIONS | \$3,642   | 10 | LNTP | \$32,781    | 90 | 4HJ7 |             |   |     | \$36,423    |
| ACQUISITION OF RIGHT OF WAY &<br>UTILITY RELOCATION  | \$18,611  | 10 | LNTP | \$167,500   | 90 | 4HJ7 |             |   |     | \$186,111   |
| PROJECT CONSTRUCTION COSTS                           | \$130,387 | 10 | LNTP | \$1,173,485 | 90 | 4HJ7 |             |   |     | \$1,303,872 |
| INSPECTION   | \$6,000   | 10 | LNTP | \$54,000    | 90 | 4HJ7 |             |   |     | \$60,000    |
|  |           |    |      |             |    |      |             |   |     |             |
|  |           |    |      |             |    |      |             |   |     |             |
|  |           |    |      |             |    |      |             |   |     |             |
|  |           |    |      |             |    |      |             |   |     |             |
|  |           |    |      |             |    |      |             |   |     |             |
|  |           |    |      |             |    |      |             |   |     |             |
| TOTALS   | \$186,418 |    |      | \$1,677,766 |    |      |             |   |     | \$1,864,185 |

## Attachment 2

LUC-CR 4-9.77  
COUNTY-ROUTE-SECTION

109598  
PID NUMBER

33419  
AGREEMENT NUMBER

DUNS NUMBER

### DIRECT PAYMENT OF CONTRACTOR

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

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

We (INSERT NAME OF LPA) request that all payments for the Federal/State share of the construction costs of this Agreement performed by (CONTRACTOR'S NAME) be paid directly to (CONTRACTOR'S NAME).

|                  |                                    |
|------------------|------------------------------------|
| VENDOR Name:     | Error! Reference source not found. |
| Oaks Vendor ID:  | 0000000000                         |
| Mailing Address: | Error! Reference source not found. |
|                  | Error! Reference source not found. |
| LPA signature:   |                                    |

|                             |                                    |
|-----------------------------|------------------------------------|
| LPA Name:                   | Error! Reference source not found. |
| Oaks Vendor ID:             | 0000000000                         |
| Mailing Address:            | Error! Reference source not found. |
|                             | Error! Reference source not found. |
| ODOT<br>Approval signature: |                                    |

**ORDINANCE NO. 52 - 2019****AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE OF THE CITY OF SYLVANIA, OHIO, TO ENTER INTO AN AGREEMENT BETWEEN THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION AND THE CITY OF SYLVANIA FOR THE MONROE STREET AND HARROUN ROAD IMPROVEMENT PROJECT; AND DECLARING AN EMERGENCY.**

WHEREAS, the State of Ohio Department of Transportation and the City of Sylvania have determined that the Monroe Street/Harroun Road corridor should be improved; and,

WHEREAS, the improvements include realigning the northbound/southbound approaches at Monroe and Harroun; eliminating the eastbound Monroe left turning lane to Toledo Memorial Park, thereby increasing the westbound double left storage length from Monroe to Harroun; installing a right-in-right-out approach for the Toledo Memorial Park driveway at Kroger and Kroger driveway at Harroun; fully upgrading both vehicular and pedestrian signal systems at Harroun and Kroger; and,

WHEREAS, the Director of Public Service, by report dated June 17, 2019, has recommended that the City of Sylvania enter into an Agreement for the Monroe Street & Harroun Road Improvement Project within the City limits.

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

**SECTION 1.** That the Mayor and Director of Finance be, and they hereby are, authorized to enter into, on behalf of this City, an Agreement with the Ohio Department of Transportation for the Monroe Street and Harroun Road improvements in the City of Sylvania.

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

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

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the Agreement should be entered into immediately to provide for the improvement of the Monroe Street and Harroun Road corridor. 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 dispensing with the second and third readings: Yeas \_\_\_\_\_ Nays \_\_\_\_\_

Passed, \_\_\_\_\_, 2019, as an emergency measure.

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

ATTEST:

APPROVED AS TO FORM:

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

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

APPROVED:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

9a



DEPARTMENT OF PUBLIC SERVICE

KEVIN G. ALLER, PE DIRECTOR

June 13, 2019

To: The Mayor and Members of City Council

**Re: ODOT Agreement No. 33643**

Dear Mayor and Members of Council:

The City and Ohio Department of Transportation (ODOT) have had an agreement for several years regarding maintenance of US 23 within the City Limits. The agreement, in simple terms, states that ODOT will perform all maintenance and repairs on US 23.

It is the Service Department's recommendation that we enter into this agreement with ODOT and request approval to do so.

Please call if you have any questions.

Sincerely,

Kevin G. Aller, P.E.

Director of Public Service

KGA/dsw



**MEMORANDUM OF AGREEMENT  
BETWEEN THE STATE OF OHIO,  
DEPARTMENT OF TRANSPORTATION  
AND THE CITY OF SYLVANIA, OHIO**

This Memorandum of Agreement is made by and between the State of Ohio, Department of Transportation, 1980 West Broad Street, Columbus, Ohio 43223, acting by and through its Director, hereinafter referred to as the "STATE" and the City of Sylvania, 6730 Monroe Street, Sylvania, Ohio 43560, hereinafter referred to as the "CITY."

**1. PURPOSE**

- 1.1 Pursuant to Ohio Revised Code 5501.03(A)(3) and 5501.31, the Director of the Department of Transportation shall have general supervision of all roads comprising the State Highway System, including the removal of snow and ice thereof, and the Director may enter into such contracts necessary to fulfill such supervision and maintenance.
- 1.2 Pursuant to Ohio Revised Code Chapter 5521, the Director of Transportation, upon request from a City, may maintain or repair any section of the state highway system within the limits of a city.
- 1.3 The STATE performs maintenance including snow and ice operations on its roadways for treatment during snow and ice operations.
- 1.4 The CITY performs similar functions of snow and ice removal within the CITY limits.
- 1.5 It is in the interest and safety of the traveling public that the STATE shall perform all maintenance and repair work including snow and ice removal operations on a portion of State Route US 23 and contiguous ramps within the City Corporation limits in Lucas County. The CITY will perform snow and ice removal operations on portions of State Route 184 and State Route 51.
- 1.6 The coordination between the STATE and the CITY serves to manage the public resources of each agency in an efficient manner.
- 1.7 The purpose of this agreement is to establish the respective responsibilities of the parties with regard to the maintenance and repair work including snow and ice removal operations on portions of State Route US 23 and snow and ice removal operations on State Route 184 and 51.
- 1.8 "Maintenance" shall include, but not be limited to: pothole patching, pavement repairs to include partial and limited full depth repair, shoulder restoration, pavement markings, flat sheet sign replacement and repair, mowing, herbicidal spraying, street sweeping, litter pick up, snow and ice removal and catch basin and guardrail repair.

## **2. OBLIGATIONS OF THE STATE**

- 2.1 The STATE will perform all maintenance and repair work including snow and ice removal operations on both sides of State Route US 23 and contiguous ramps with the City of Sylvania's Corporation limits.
- 2.2 The STATE agrees to grant the CITY the right to use and occupy the right-of-way in and abutting the section of State Routes 184 and 51 hereinafter described for the purpose of performing snow and ice removal operations.
- 2.3 The STATE shall periodically inspect and where appropriate, accept work performed by the CITY.

## **3. OBLIGATIONS OF THE CITY**

- 3.1 The CITY will perform all snow and ice removal operations on both sides of SR 184, Alexis Road, from Flanders Road west into the City of Sylvania limits and on both sides of SR 51, Monroe Street, from Laskey Road west into the City of Sylvania.
- 3.2 The City agrees to grant the STATE the right to use and occupy the right-of-way in and abutting the section of State Route US 23 hereinbefore described for the purpose of maintenance and repair as well as performing snow and ice removal operations.

## **4. TERM OF AGREEMENT**

- 4.1 This agreement may be terminated by either party giving ninety (90) days written notice to the other party.

## **5. GENERAL PROVISIONS**

- 5.1 This agreement shall be to the benefit of and be binding upon the respective parties herein, their successors and assigns.
- 5.2 Either party may, at any time during the term of the agreement, request amendments or modifications. Requests for amendments or modifications shall be in writing and shall specify the requested changes and the justifications for such changes. Should the parties consent to modifications of the contract, then an amendment shall be drawn, approved and executed in the same manner as the original agreement.
- 5.3 This agreement shall be governed, construed and interpreted in accordance with the laws of the State of Ohio. To the extent that the STATE is a party to any litigation arising out of or relating in any way to this agreement or the performance there under, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 5.4 The State of Ohio is self-insured.

- 5.5 The CITY shall provide its own worker's compensation coverage throughout the duration of the agreement and any extensions thereof. The STATE is hereby released from any and all liability for injury received by the CITY, its employees, agents or subcontractors while performing tasks, duties, work or responsibilities as set forth in this agreement. The CITY is hereby released from any and all liability for injury received by the STATE, its employees, agents or subcontractors while performing tasks, duties, work or responsibilities as set forth in this agreement.
- 5.6 The CITY and STATE agrees to promptly comply with all applicable state and federal laws regarding drug-free workplace. When applicable, the CITY and STATE shall make a good faith effort to ensure that all employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- 5.7 If the CITY breaches or defaults any of the terms or conditions of this License Agreement, and if that breach is not remedied within thirty (30) days after written notification by ODOT of that breach or default, ODOT may terminate this License Agreement.
- 5.8 The STATE and CITY agree to make a good faith effort to resolve any disputes which may arise between them concerning interpretation of, or performance pursuant to, this agreement, with the exception of matters identified in this agreement requiring approval solely and finally by the STATE.
- 5.9 Ohio Ethics Law: The CITY and STATE, by signing this document, certifies: (1) it has reviewed and understands the Ohio Ethics law and conflict of interest laws as provided by Chapters 102 and 2921 of the Ohio Revised Code, and (2) will take no action inconsistent with those laws.

**6. NOTICE**

- 6.1 Notices under this agreement shall be directed as follows:

City of Sylvania  
6730 Monroe Street  
Sylvania, Ohio 43560

Ohio Department of Transportation  
District 02  
317 E. Poe Road  
Bowling Green, OH 43402

7. **SIGNATURES**

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

IN WITNESS THEREFORE, the parties hereunto have caused this agreement to be executed by officials thereunto duly authorized as of the day and year last written below.

CITY OF SYLVANIA

STATE OF OHIO

Department of Transportation

By: \_\_\_\_\_  
Craig Strough, Mayor

By: \_\_\_\_\_  
Jack Marchbanks, Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Toby Schroyer, Finance Director

Date: \_\_\_\_\_

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**ORDINANCE NO. 53 -2019**

**AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO A MEMORANDUM OF AGREEMENT NO. 33643 BETWEEN THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION AND THE CITY OF SYLVANIA FOR THE MAINTENANCE OF US23 WITHIN THE CITY LIMITS; AND DECLARING AN EMERGENCY.**

WHEREAS, Ordinance No. 45-2017, passed June 5, 2017, authorized the Mayor and Director of Finance to enter into an Agreement with the State of Ohio, Department of Transportation for the maintenance of US23 within the City limits at a cost of \$33,000 per year; and,

WHEREAS, Ordinance No. 28-2019, passed April 1, 2019, authorized the Mayor and Director of Finance to enter into a First Amendment to Agreement No. 30809 between the State of Ohio, Department of Transportation and the City of Sylvania for the maintenance of US23 within the City limits which waived the City's required payment for 2019 due to some repairs made by the City to ODOT catch basins during the construction of River Trail Phase 2; and,

WHEREAS, ODOT has proposed the Memorandum of Agreement No. 33643, a copy of which is attached hereto as "Exhibit A" and provides that ODOT will perform all maintenance and repairs on US23; and,

WHEREAS, the Director of Public Service, by report dated June 13, 2019, has recommended approval of the Memorandum of Agreement No. 33643 between the Ohio Department of Transportation and the City of Sylvania, 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 Mayor and Director of Finance be, and they hereby are, authorized to enter into, on behalf of this City, a Memorandum of Agreement No. 33643 between the Ohio Department of Transportation for the maintenance of US 23 within the City limits in the form and substance of said Memorandum of Agreement now on file with the Clerk of Council.

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

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

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the Memorandum of Agreement should be entered into immediately to provide for the maintenance of US 23 within the City limits. 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 dispensing with the second and third readings: Yeas \_\_\_\_\_ Nays \_\_\_\_\_

Passed, \_\_\_\_\_, 2019 as an emergency measure.

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

ATTEST:

APPROVED AS TO FORM:

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

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

APPROVED:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

10a



June 10, 2019

To: The Mayor and Members of Sylvania City Council

Re: **Lucas County Hazard Mitigation Plan 2019**

Dear Mr. Mayor and Council Members:

The 2019 Lucas County Hazard Mitigation Plan is an update of the 2013 plan. Organizations throughout Lucas County met several times through 2018 to complete the plan. Captain Danilynn Miller was the City of Sylvania representative for this process.

This plan has been prepared in accordance with federal requirements outlined in the Disaster Mitigation Act of 2000. The plan is a requirement in order to be eligible for mitigation funds made available through the Federal Emergency Management Agency (FEMA).

The plan has been approved by the local committee, Ohio Emergency Management Agency, and FEMA. We recommend its approval.

Please call if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kevin G. Aller", is written over a horizontal line.

Kevin G. Aller, P.E.  
Director of Public Safety/Service  
KGA/dsw

**RESOLUTION NO. 7-2019****A RESOLUTION ADOPTING THE 2019 REVISIONS TO THE LUCAS COUNTY ALL NATURAL HAZARD MITIGATION PLAN; AND DECLARING AN EMERGENCY.**

WHEREAS, natural, technological and man-made hazards can affect the City of Sylvania;  
and,

WHEREAS, significant structural, historical and economic losses could result from an occurrence of a natural, technological or man-made hazard events; and,

WHEREAS, undertaking mitigation projects during pre-disaster periods could decrease the total losses Sylvania incurs as a result of said hazard occurrences; and,

WHEREAS, Sylvania City Council has a strong interest in reducing losses from future hazard occurrences; and,

WHEREAS, the hazard mitigation plan is a federal and state requirement to maintain eligibility for hazard mitigation funding and, by that requirement, must be updated a minimum of every five years; and,

WHEREAS, a cooperative, joint effort is a proven, efficient way to plan for and reduce hazard susceptibility in all government jurisdictions in Lucas County, Ohio; and,

WHEREAS, the Sylvania City Council has partnered with the county to update the existing Lucas County Countywide All Natural Hazard Mitigation Plan in an effort to further identify, define, and characterize the hazards affecting the City as well as to continue identifying and prioritizing projects that could lessen hazard vulnerability; and,

WHEREAS, the Director of Public Safety/Service has reviewed the revisions and, by report dated June 10, 2019, recommends the City adopt the revisions to the CANHMP.



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

SECTION 1. The Council of the City of Sylvania adopts the 2019 revisions to the Lucas County 2019 Multi-Jurisdictional Hazard Mitigation Plan on behalf of the City of Sylvania.

SECTION 2. That the Clerk of Council be, and she hereby is, directed to certify a copy of this Resolution to the Lucas County Board of Commissioners.

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 ordinance is hereby declared to be an emergency measure and shall take effect and be in force immediately from and after its passage. The reason for the emergency lies in the fact that this ordinance is necessary for the immediate preservation of the public peace, health, safety and property and for the further reason that this ordinance must be immediately effective for Lucas County to submit the CANHMP to FEMA for its approval.

Vote dispensing with the second and third readings: Yeas \_\_\_\_\_ Nays \_\_\_\_\_

Passed, \_\_\_\_\_, 2019, as an emergency measure.

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

ATTEST:

APPROVED AS TO FORM:

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

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

APPROVED:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

119

City of Sylvania  
STREET BANNER APPLICATION/PERMIT

Fee: \$ 100.00

Name of Organization: Sylvania Area Chamber of Commerce - Marathon Classic  
Contact Person: Michelle Spratt  
E-mail: mspratt@sylvaniachamber.org Phone: 419-304-0067  
Explanation of the Qualifying Event\*: Marathon Classic Tournament

Dates of Event: From July 7th - July 15th

Installation & Removal Dates of Banner: \_\_\_\_\_  
[maximum four (4) weeks]

Banner Location: ☐ Toledo Edison poles by Wendy's and Country Squire on Monroe Street  
☒ Main Street - Uptown Sylvania Business District

Text of Banner: Welcome to Sylvania - Home of the Marathon LPBA Classic

Company Installing Banner: City of Sylvania

Address: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Insurance on File: \_\_\_\_\_

Edison Approval: \_\_\_\_\_

City Approval: \_\_\_\_\_

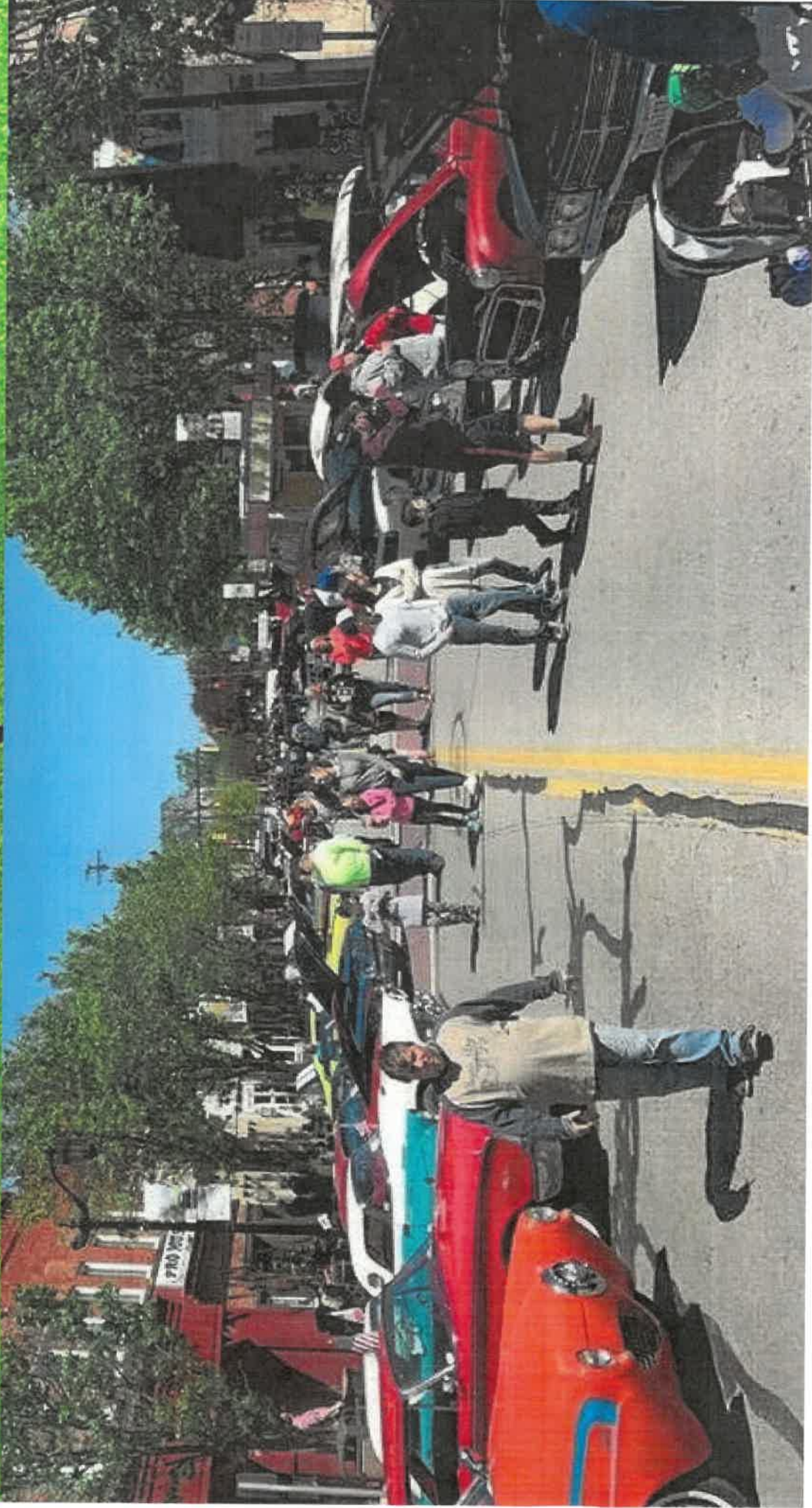
**The banner and installation shall meet the attached specifications.**

- \* The purpose of the banner installation shall be one of the following reasons:
- a. A Sylvania charitable or civic event.
  - b. Banners may not be installed for private commercial or political gain.

WELCOME TO SYLVANIA



HOME OF THE  
MARATHON LPGA CLASSIC



11b.

**ORDINANCE NO. 54 -2019**

**APPROVING THE BANNER APPLICATION OF THE SYLVANIA AREA  
CHAMBER OF COMMERCE; AUTHORIZING THE ZONING  
ADMINISTRATOR TO INDICATE SUCH APPROVAL ON BEHALF OF  
THE CITY OF SYLVANIA; AND DECLARING AN EMERGENCY.**

WHEREAS, Resolution No. 19-2000, passed June 5, 2000, granted permission to install banners in the public right-of-way on the Toledo Edison poles located on Monroe Street by Wendy's across to the area in front of Country Squire Plaza (near the intersection of Corey Road and Monroe Street); and,

WHEREAS, Resolution No. 19-2000 provided that the applications were to be reviewed on an application-by-application basis and set forth the criterion on which the applications were to be considered; and,

WHEREAS, Ordinance No. 20-2018, passed May 21, 2018, amended Part Eleven – Planning and Zoning Code of the Codified Ordinances of Sylvania, 1979, as amended, by amending Section 1166.07 – Standards for Permitted Signs to permit banners to be installed in the downtown; and,

WHEREAS, the Sylvania Area Chamber of Commerce has submitted a request to hang a banner within said public right-of-way to promote the Marathon LPGA Classic on July 8-14, 2019; and,

WHEREAS, the banner will hang from July 7, 2019 – July 15, 2019 and will comply with all of the terms and conditions set forth in Resolution No. 19-2000 and Ordinance No. 20-2018.

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



SECTION 1. That the application of the Sylvania Area Chamber of Commerce to hang a banner across the downtown block of Main Street between Maplewood Avenue and Monroe Street is found to comply with Section 1166.07(h)(2)(A)(1) and is hereby approved.

SECTION 2. That the Zoning Administrator is authorized to sign said permit granting permission to proceed under the application hereby approved.

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 permission should be granted immediately to provide for the installation of the banner. 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 dispensing with the second and third readings:            Yeas \_\_\_\_\_ Nays \_\_\_\_\_

Passed, \_\_\_\_\_, 2019, as an emergency measure.

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

ATTEST:

APPROVED AS TO FORM:

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

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

APPROVED:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

**City of Sylvania**  
Bank Reconciliation  
May 2019

A

|                               |                     |
|-------------------------------|---------------------|
| Ending balance for April 2019 | 28,110,054.83       |
| Add: Monthly Receipts         | <u>3,096,553.20</u> |
| Subtotal                      | \$ 31,206,608.03    |
| Less: Monthly Disbursements   | <u>2,690,205.44</u> |
| Ending balance for May 2019   | \$ 28,516,402.59    |

|                           |                   |
|---------------------------|-------------------|
| Less:                     |                   |
| CD Metamora Bank          | \$ (2,112,763.72) |
| Star Ohio                 | (80,682.07)       |
| Petty Cash (1)            | (2,050.00)        |
| Cemetery Savings          | (1,062.86)        |
| Toledo Community Fund     | (31,803.18)       |
| Key Bank Securities       | (8,159.57)        |
| 5/3rd Securities          | (7,854,389.54)    |
| SJS Account               | (5,682,370.87)    |
| Morgan Stanley Investment | (200,000.00)      |
| USB Financial             | (3,971,675.48)    |
| First Federal Bank (CD)   | (2,031,013.65)    |
| Key Bank (CD)             | (1,014,895.83)    |
| Sylvania Township Bonds   | (305,000.00)      |
|                           | \$ 5,220,535.82   |

|                     |       |
|---------------------|-------|
| Bank Error 5/20/19  | 0.10  |
| Voided Check #74190 | 95.00 |

|                            |                 |
|----------------------------|-----------------|
|                            | \$ 5,220,630.92 |
| (1)                        |                 |
| Division of Public Service | \$ 150.00       |
| Department of Finance      | 100.00          |
| Division of Water          | 600.00          |
| Division of Police         | 200.00          |
| Municipal Court            | 700.00          |
| Division of Taxation       | 150.00          |
| Division of Forestry       | 150.00          |

|                    |             |
|--------------------|-------------|
| Petty Cash Balance | \$ 2,050.00 |
|--------------------|-------------|

**BANK BALANCE**

|                        |                 |
|------------------------|-----------------|
| EOM 5/3rd Bank Balance | \$ 5,184,193.10 |
| Deposit in Transit:    |                 |
| Income Tax             | 11,044.79       |
| General Deposit        | 257,567.98      |

|          |                 |
|----------|-----------------|
| Subtotal | \$ 5,452,805.87 |
|----------|-----------------|

|                              |            |
|------------------------------|------------|
| Less: Outstanding Checks (2) | 232,174.95 |
|------------------------------|------------|

|                       |                 |
|-----------------------|-----------------|
| Adjusted Bank Balance | \$ 5,220,630.92 |
|-----------------------|-----------------|


|                          |               |
|--------------------------|---------------|
| (2)                      |               |
| April Outstanding Checks | \$ 265,400.59 |

|                              |            |
|------------------------------|------------|
| Checks written this month    | 976,606.12 |
| Voided Ck#74057, dtd 4/30/19 | (615.00)   |
| Voided Ck#73819, dtd 3/16/19 | (376.00)   |

|          |                 |
|----------|-----------------|
| Subtotal | \$ 1,241,015.71 |
|----------|-----------------|

|                           |                       |
|---------------------------|-----------------------|
| Checks Cleared this month | <u>(1,008,840.76)</u> |
|---------------------------|-----------------------|

|                        |               |
|------------------------|---------------|
| May Outstanding Checks | \$ 232,174.95 |
|------------------------|---------------|

  
Toby Schroyer  
Director of Finance, City of Sylvania

Board of Architectural Review

Minutes of the regular meeting of June 12, 2019. Mr. Lindsley called the meeting to order.

Members present: Mayor Craig Stough, Daniel Arnold, Brian McCann, and Thomas Lindsley (4) present. Ken Marciniak, excused. Zoning Administrator, Timothy Burns present.

Mr. Arnold moved, Mr. McCann seconded to approve the Minutes of the May 15, 2019, meeting as submitted. Vote being: Stough, Arnold, McCann and Lindsley (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

Item 3 – Regulated Sign – app. no. 21-2019 requested by Erika Aultman for McDonalds, 5810 W. Alexis Road, Sylvania, Ohio 43560. Application is for a new wall sign. Mr. Ken Esry of Larsen Architects, Cleveland, Ohio was present. Mr. Esry explained that the new redesign of the building and signage was part of the McDonald's new national modernized design. Mr. Burns added that the building design was approved at a previous meeting and that there is only one wall sign before the board for review tonight. The sign includes the M logo and "McDonald's" lettering on the front of the building. Sign is within the limits of the Sylvania Sign Code. Mr. McCann moved, Mr. Arnold seconded, to grant a Certificate of Appropriateness for the sign shown in the drawings submitted with the application. Vote being: McCann, Arnold, Stough and Lindsley (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

Item 4 – Building Review – app. no. 22-2019 requested by John Sperry of Thomas Dubose & Associates, Inc. for MQ Real Estate Investments, 7645 W. Sylvania Avenue, Sylvania, Ohio 43560. Mr. John Sperry was present. Application is for a new building design. Mr. Sperry gave a brief presentation of the building design. He said that the new building would be about 12,000 sq. ft. and would include a 6,000 sq. ft. buildout for an undisclosed tenant and that the other 6,000 sq. ft. will be developed for tenants to be determined in the future. He presented samples of an efface product that they will be using that is designed to look like a panel system in black gloss, grey colored interlocking stone that will be used on the corners of the building, sandstone and a light colored brick. He added that they have been working with both the service department and the fire department and they have worked through all the hurdles that came up during that process. Mr. Arnold moved, Mr. McCann seconded, to approve the building design shown in the drawings submitted with the application. Vote being: McCann, Arnold, Stough and Lindsley (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

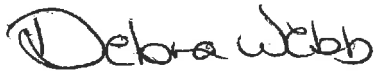
Item 5 – Building Review – app. no. 23-2019 requested by Lance Mushung of SSOE Group for Sylvania Northview High School, 5403 Silica Drive, Sylvania, Ohio 43560. Mr. Arnold stated that he will not be participating in the discussion and vote as he has a business conflict. Mr. Mushung was present. Application is for a building design review. Mr. Mushung explained that the existing weight room will be demolished and will be expanded to include a first locker room and second floor weight room. There will also be an expansion to the parking and new landscaping. He presented samples of the brick and stone that they will be using for the exterior of the building that will closely match the existing buildings. He added that there will be joint use of the building with Promedica for a rehabilitation and exercise program. Mr. McCann moved, Mayor Stough seconded, to approve the building design shown in the drawings

**Board of Architectural Review**  
**Minutes of June 12, 2019**  
**Page 2**

submitted with the application. Vote being: McCann, Stough and Lindsley (3) aye; (0) nay.  
Motion passed by a 3 to 0 vote.

Mr. McCann moved, Mr. Arnold seconded to adjourn the meeting. All present voted aye.  
Meeting adjourned.

Submitted by,

A handwritten signature in cursive script that reads "Debra Webb". The signature is written in dark ink and is positioned above the printed name and title.

Debra Webb, Secretary  
Municipal Planning Commission



C

Sylvania Municipal Planning Commission

Minutes of the regular meeting of June 12, 2019. Mr. Lindsley called the meeting to order.

Members present: Mayor Craig Stough, Daniel Arnold, Brian McCann, and Thomas Lindsley (4) present. Ken Marciniak, excused. Zoning Administrator, Timothy Burns present.

Mr. Arnold moved, Mr. McCann seconded to approve the Minutes of the May 15, 2019, meeting as submitted. Vote being: Stough, Arnold, McCann and Lindsley (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

Item 3 – Lot Split – app. no. 5-2019 requested by Kevin Aller, Director of Public Service of the City of Sylvania, for the property located at 5705 Main Street, Sylvania, Ohio 43560. Mayor Stough stated that he will not participate in the discussion or vote as he has a business conflict. Mayor Stough did provide some information to the members about the application, and stated that he was doing so not as a Planning Commission member. He explained that the lot split is needed so that a portion of property that is owned by the City can be sold to Inside the Five in order for them to be able to install an emergency exit. The section of property is about 7 ft. wide. He added that City Council has already approved the sale of the property. Mr. Arnold moved, Mr. McCann seconded to approve the lot split request. Vote being: McCann, Arnold and Lindsley (3) aye; (0) nay. Motion passed by a 3 to 0 vote.

Mr. Arnold moved, Mr. McCann moved, seconded to adjourn the meeting. All present voted aye. Meeting adjourned.

Submitted by,



Debra Webb, Secretary  
Municipal Planning Commission