Sylvania City Council
November 2, 2026

4:30 p.m. Finance Committee Meeting
(2027 Budget)

6:30 p.m. Council Meeting
Agenda

1. Roll Call: Mr. Hansen, Mr. Haynam, Mr. McCann, Mr. Murphy, Mr. Richardson, Ms. Stough, Mrs. Westphal

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

3. Additions to the agenda.

4. Approval of the Council meeting minutes from October 19, 2026.

5. Report from the Employee & Community Relations Committee meeting held on October 5, 2026.

6. Report from the Finance Committee meeting held on this date.

7. Real Estate Purchase Agreement (8118 Brint Rd.) – Dankast, Ltd.
    a. Service Director's letter recommending approval of the agreement.
    b. Proposed Ordinance No. 149-2026, Accepting the proposal of Dankast, Ltd to purchase a portion of this City's abutting real estate located at 8118 Brint Rd., Sylvania, OH.

8. Convent Blvd. & Little Rd. Resurfacing Project (2026) – CO No. 1 (Final)
    a. Service Director's letter recommending approval of Change Order No. 1 (Final).
    b. Proposed Ordinance No. 150-2026, Authorizing the Mayor and Director of Finance to approve Change Order No. 1 (Final) to this City's agreement with Helms & Sons Excavating, Inc. relative to the project.

9. Monroe/Main/Summit Traffic Signal Improvements Project – CO No. 1 (Final)
    a. Service Director's letter recommending approval of Change Order No. 1 (Final).
    b. Proposed Ordinance No. 151-2026, Authorizing the Mayor and Director of Finance to approve Change Order No. 1 (Final) to this City's agreement with U.S. Utility Contractor for the Monroe/Main/Summit Traffic Signal Improvements Project relative to this project.

10. Sylvania Ave. Pump Station Replacement Project
    a. Service Director's letter recommending approval of the Joint Cooperation Agreement.
    b. Proposed Ordinance No. 152-2026, Authorizing the Mayor and Director of Finance to enter into a Joint Cooperation Agreement on behalf of this City with the Board of Lucas County Commissioners relative to this project.
    c. Service Director's letter recommending approval of the first amendment to the Fishbeck agreement.
    d. Proposed Ordinance No. 153-2026, Authorizing the Mayor and Director of Finance to enter into a first amendment to Fishbeck's proposal to provide professional engineering services relative to this project.

11. Proposed Ordinance No. 154-2026, Accepting the vehicle quote of Brown Equipment Company for the provision of one Sewer 800 Jet Truck for the Division of Sewer, Department of Public Service.

12. Proposed Resolution No. 18-2026, Re-appointing Brian Kezur to the Board of Trustees of Sylvania Area Joint Recreation District ("SAJRD") for a term expiring December 31, 2029.

13. Committee reports

14. Committee referrals

INFORMATION

A. Sylvania Area Community Improvement Corporation (CIC) – Stakeholder Engagement Sessions

Minutes of the Meeting of Council
October 19, 2026

Roll call: 6 present, 1 absent

The Council of the City of Sylvania, Ohio met in regular session on October 19, 2026 at 6:43 p.m. (due to the prior Committee Meeting running late) with Mayor Frye in the chair. Roll was called with the following members present: Marcus Hansen, Doug Haynam, Brian McCann, Shawn Murphy, Patrick Richardson, Lyndsey Stough (excused), Mary Westphal; (6) present; (1) absent.

Pledge of Allegiance.

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

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

Additions to Agenda.

Item # 12a Resolution No. 17-2026
Item # 14a Schedule Finance Committee Meeting
Item # 14b Schedule Committee of the Whole Meeting
Item # 14c Schedule Parks & Forestry Committee Meeting

Agenda approval.

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

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

Approval of Oct. 5, 2026 Council meeting minutes.

Mrs. Westphal presented the October 5, 2026 regular meeting minutes. Mrs. Westphal moved, Mr. Hansen seconded, that since the Mayor, members of Council, and others had been furnished copies of these minutes prior to this meeting, Council dispense with the reading of these minutes at this time, and the journal of the minutes of the regular meeting of October 5, 2026 be approved as written; roll call vote being: Richardson, Haynam, McCann, Westphal, Hansen, Murphy; (6) yeas; (0) nays. The motion carried.

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

Report from Safety Comm. meeting

Mrs. Westphal gave a brief report on the Safety Committee meeting held on this day regarding the City's proposed e-bike legislation. She shared that no action was taken on the proposed legislation since this meeting only had the purpose of providing an overview of said proposed legislation. Chief Miller presented proposed changes to Chapters 301, 371, and 373 of the Sylvania codified ordinances. One addition that still needs to be made is the definition of "scooter". Chief Miller pointed out that a lot of the wording had only been moved within the ordinances. She will provide a version of the modified ordinances which highlights the changes and additions only. Once an agreement on the legislation is reached, a one-page document will be put together to help the public understand the new rules and requirements. After the presentation residents that were in attendance asked questions and raised some concerns. Another Safety Committee meeting will be scheduled to discuss this legislation further.

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

Mrs. Westphal presented and read aloud by title only, proposed Ordinance No. 144-2026, a written copy of same having been previously furnished to each Council member "Authorizing the Mayor and Director of Finance to enter into an agreement with the Criminal Justice Coordinating Council to provide a Noris Terminal for use by the Sylvania Police Division for 2027; and declaring an emergency"; Mrs. Westphal moved; Mr. Murphy seconded for the passage of Ordinance No. 144-2026 as an emergency measure; roll call vote being: Haynam, Hansen, Richardson, Murphy, McCann, Westphal; (6) yeas; (0) nays. The motion carried.

Ordinance No. 144-2026 "Authorizing… agreement with CJCC…Noris… Sylvania Police …"

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

Mrs. Westphal presented and read aloud by title only, proposed Ordinance No. 145-2026, a written copy of same having been previously furnished to each Council member "Authorizing the Mayor and Director of Finance to enter into an agreement with the Criminal Justice Coordinating Council to provide a Noris Terminal for use by the Sylvania Prosecutor's Office for 2027; and declaring an emergency"; Mrs. Westphal moved; Mr. Hansen seconded for the passage of Ordinance No. 145-2026 as an emergency measure; roll call vote being: Haynam, Westphal, Richardson, Murphy, McCann, Hansen; (6) yeas; (0) nays. The motion carried.

Ordinance No. 145-2026 "Authorizing… agreement with CJCC…Noris… Sylvania Prosecutor's Office …"

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

Mr. McCann moved; Mrs. Westphal seconded to approve the disposal of several laser speed reading instruments by posting them for sale on GovDeals.com; roll call vote being: Haynam, Hansen, Richardson, Murphy, Westphal, McCann; (6) yeas; (0) nays. The motion carried.

Disposal of laser equipment.

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

Mr. Richardson presented and read aloud by title only, proposed Ordinance No. 146-2026, a written copy of same having been previously furnished to each member of Council "An ordinance to authorize and ratify the execution of Then and Now

Ordinance No. 146-2026 "… ratify… Then &

Certificates by the Finance Director and the payment of amounts due for various purchase orders; and declaring an emergency". Mr. Richardson moved, Mrs. Westphal seconded for passage of Ordinance No. 146-2026 as an emergency measure; roll call vote being: Richardson, McCann, Haynam, Murphy, Westphal, Hansen; (6) yeas; (0) nays. The motion carried.

Now Certificates …"

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

Mr. Hansen presented and read aloud by title only, proposed Ordinance No. 147-2026, a written copy of same having been previously furnished to each Council member "Amending Chapter 171 – Income Tax of the Sylvania Codified Ordinance, 1979, as amended, by amending Section 171.01 – Authority to levy tax; purposes of tax; rate; and declaring an emergency"; Mr. Hansen moved; Mrs. Westphal seconded for the passage of Ordinance No. 147-2026 as an emergency measure; roll call vote being: Hansen (yes), Haynam (no), McCann (yes), Murphy (yes), Richardson (yes), Westphal (yes); (5) yeas; (1) nays. The motion carried.

Ordinance No. 147-2026 "Amending Chapter 171… by amending Sec. 171.01…"

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

Mr. Hansen presented and read aloud by title only, proposed Ordinance No. 148-2026, a written copy of same having been previously furnished to each Council member "Amending Chapter 941 – Solid Waste/Recycling Collection of the Sylvania Codified Ordinances, 1979, as amended, by amending Section 941.02 – City to provide collection and disposal for residential buildings at City expense; and by amending Section 941.021 – Fees for collection and disposal for residential buildings; and declaring an emergency"; Mr. Hansen moved; Mrs. Westphal seconded for the passage of Ordinance No. 148-2026 as an emergency measure; roll call vote being: Hansen (yes), Haynam (no), McCann (yes), Murphy (yes), Richardson (yes), Westphal (yes); (5) yeas; (1) nays. The motion carried.

Ordinance No. 148-2026 "Amending Chapter 941… by amending Section 941.02… and by amending Section 941.021…"

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

Mr. Murphy moved; Mrs. Westphal seconded to approve the disposal of a dual axle trailer in the City's recycling bin; roll call vote being: Hansen, Haynam, Murphy, Richardson, Westphal, McCann; (6) yeas; (0) nays). The motion carried.

Disposal of obsolete equipment.

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

Res. No. 17-2026 "Accepting… amounts… rates… tax levies …"

Mr. Haynam presented and read aloud by title only, proposed Resolution No. 17-2026, a written copy of same having been previously furnished to each Council member "Accepting the amounts and rates as determined by the budget commission and authorizing the necessary tax levies and certifying them to the county auditor". Mr. Haynam moved; Mr. Murphy seconded for the passage of Resolution No. 17-2026; roll call vote being: Hansen, Haynam, McCann, Murphy, Richardson, Westphal; (6) yeas; (0) nays. The motion carried.

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

Comm. Reports.

None

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

Setting Finance Committee meeting for Nov. 2 at 6pm.

Mrs. Westphal moved, Mr. Hansen seconded, to set a Finance Committee meeting for Monday, November 2, 2026 at 4:30 p.m. in the Craig A. Stough Municipal Building Finance Conference Room, 2nd floor at 6730 Monroe Street, Sylvania, Ohio 43560, to discuss the 2027 City Budget; roll call vote being: Murphy, Westphal, McCann, Richardson, Hansen, Haynam; (6) yeas; (0) nays. The motion carried.

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

Setting COW meeting for Nov. 16 at 6pm.

Mrs. Westphal moved, Mr. Richardson seconded, to set a Committee of the Whole meeting for Monday, November 16, 2026 at 6pm in Council Chambers, located in the Sylvania Police and Council Building, 6635 Maplewood Avenue, Sylvania, OH 43560, to discuss Commission reorganization; roll call vote being: Haynam, Hansen, Richardson, Murphy, Westphal, McCann; (6) yeas; (0) nays. The motion carried.

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

Setting Parks & Forestry meeting for Nov. 16 at

Mr. Murphy moved; Mrs. Westphal seconded, to set a Parks & Forestry Committee meeting for Monday, November 16, 2026 at 6:30pm, or at the conclusion of the regular scheduled Council meeting, whichever comes first, in Council Chambers, located in the

Sylvania Police and Council Building, 6635 Maplewood Avenue, Sylvania, OH 43560, to discuss the Triad of Trees located in Seney Park; roll call vote being: Haynam, Hansen, Richardson, Murphy, McCann, Westphal; (6) yeas; (0) nays. The motion carried. 6:30pm.

Mayor Frye stated that all items have been addressed.

Mrs. Westphal moved, Mr. Murphy seconded to adjourn at 7:10pm; Roll call vote being: Hansen, McCann, Westphal, Murphy, Haynam, Richardson; (6) yeas; (0) nays. The motion carried. Adjournment

_____ _____

Clerk of Council Mayor

7a

City of trees
SYLVANIA

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

November 2, 2026

To: The Mayor and Members of Sylvania City Council

Re: **Real Estate Purchase Agreement (8118 Brint Road) – Dankast, Ltd.**

Dear Mr. Mayor and Council Members:

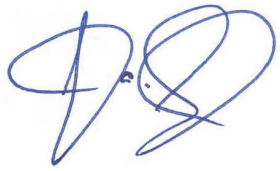
On August 21, 2006 City Council approved Ord. 72-2006 which accepted the proposal of certain Brookfield Estates property owners to purchase abutting City-owned real estate along the western subdivision line. The real estate, as described in the Planning Commission meeting minutes for Lot Split 8-2005, noted the 30-strip of land was old railroad right-of-way, weedy, full of trees, and a difficult strip of property for the City to maintain due to difficult access. The property purchase prices were based on Lucas County Auditor's Office land values per square foot at the time of transfer.

In November 2025 the Service Department was contacted by the property owner directly to the south of Brookfield Estates (8056 Brint Road, Dankast, Ltd.) about the possible sale of a similar 30-foot strip of City-owned property along the west property line. This 30-strip is located at 8118 Brint Road, Lucas County Tax District Parcel Number 82-36207. The Service Department has reviewed this request and would be supportive of a sale in a similar fashion as done in 2006, with the exception of reserving full access rights to a utility easement covering the entire property.

The Lucas County Auditor's Office land value is $1,800 and the property owner has prepared the enclosed Real Estate Purchase Agreement to convey the 0.75 acre-property to Dankast, Ltd.

We recommend approval of the Real Estate Purchase Agreement in the amount of $1,800 with Dankast, Ltd. for the sale of the 0.75-acre property located at 8118 Brint Road, Lucas County Tax District Parcel Number 82-36207. Please call with any questions.

Sincerely,



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

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

ORDINANCE NO. 149-2026

ACCEPTING THE PROPOSAL OF DANKAST, LTD TO PURCHASE A PORTION OF THIS CITY'S ABUTTING REAL ESTATE LOCATED AT 8118 BRINT ROAD, SYLVANIA, OHIO; DETERMINING THE PROPERTY NOT TO BE NEEDED FOR MUNICIPAL PURPOSES; AND DECLARING AN EMERGENCY.

WHEREAS, on August 21, 2006, City Council approved Ordinance No. 72-2006, which accepted the proposal of certain Brookfield Estates property owners to purchase abutting City-owned real estate, a 30-foot strip of land, along the western subdivision line that had become increasingly difficult for the City to maintain; and,

WHEREAS, the Director of Public Service, by report dated November 2, 2026, indicated that he had been contacted by a representative from Dankast, Ltd. about the possible sale of a 30-foot strip of City-owned property, located at 8118 Brint Road (Lucas County Tax District Parcel No. 82-36207); and,

WHEREAS, the Lucas County Auditor's Office land value is $1,800 and Dankast, Ltd. has prepared and submitted a Real Estate Purchase Agreement, attached hereto as "Exhibit A" for said property in the amount of $1,800; and,

WHEREAS, the Director of Public Service has reviewed this request and recommends approval of the sale of the 30' strip of land located at 8118 Brint Road subject to the retention of a utility easement covering the entire property.

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

SECTION 1. That the 30' strip of City-owned property located at 8118 Brint Road, Sylvania, Ohio adjacent to the west property line of Dankast, Ltd.-owned property is hereby determined not to be needed for municipal purposes, subject to the retention of a utility easement.

SECTION 2. That the Mayor and Director of Finance be, and they hereby are, authorized to execute the deed prepared by and to the satisfactory approval of the Director of Law, for the respective parcel of said real estate to the proposed respective purchaser thereof and the Director of Law is hereby authorized to deliver the same when said deed has been approved for transfer, and at which time all consideration shall be paid to this City.

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

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

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

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2026, as an emergency measure.

_____
President of Council

ATTEST:

_____
Clerk of Council

APPROVED AS TO FORM:

_____
Director of Law

APPROVED:

_____
Mayor

_____
Date

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EXHIBIT A

REAL ESTATE PURCHASE AGREEMENT

DANKAST, LTD., an Ohio limited liability company ("Purchaser"), offers and agrees to purchase from the **CITY OF SYLVANIA, OHIO**, an Ohio municipal corporation ("Seller"), the approximately 0.75 acres of real property identified as Lucas County Auditor Parcel Number 82-36207 (the "Premises"), subject to the following terms and conditions. The Premises includes all improvements, licenses, easements, privileges and appurtenances belonging to and benefitting the Premises, and all of Seller's right, title and interest, if any, in and to any street, alley or roadway adjoining the Premises.

1. **Agreement to Sell**. At Closing, Seller shall sell, transfer and convey to Purchaser, and Purchaser shall purchase, all of Seller's right, title and interest in the Premises.

2. **Purchase Price and Payment**. The purchase price for the Premises is One Thousand and Eight Hundred Dollars ($1,800.00), subject to adjustment as provided below, which shall be paid at Closing.

3. **Conditions Precedent to Seller's and Purchaser's Obligations**. Seller's and Purchaser's obligations under this Agreement are subject to the satisfaction of the following conditions in the time periods specified below:

a. Within fifteen (15) days of the Effective Date, Purchaser will obtain a commitment for an owner's policy of title insurance in the amount of the Purchase Price issued by AREA Title Agency, Inc. (the "Title Company"), naming Purchaser as the proposed insured and showing, to Purchaser's sole satisfaction, good and marketable fee simple title to the Premises in Seller, free of all liens, defects, or encumbrances, except those to be paid and released by Seller at Closing, and subject only to those existing easements, covenants, conditions, reservations, agreements and restrictions of record, government ordinances, zoning regulations, and public utility easements, if any, which do not, in Purchaser's sole discretion, prevent or impair Purchaser's intended use of the Premises, and subject to real estate taxes and assessments, both general and special, which are a lien but are not yet due and payable (the "Permitted Exceptions"). If the title to the Premises is not satisfactory to Purchaser, Purchaser will, before Closing, notify Seller of Purchaser's objection to the title to the Premises, and Seller may elect to cure such objection to Purchaser's satisfaction within ten (10) days of Seller's receipt of Purchaser's objection. If Seller cannot or does not cure such title objection to Purchaser's sole satisfaction, then Purchaser may terminate this Agreement prior to Closing, in which event both parties shall be released from all liability under this Agreement. Purchaser shall pay the cost of the commitment for title insurance and the premiums for the owner's title insurance policy if Purchaser elects to obtain the same. Seller and Purchaser shall equally share the cost of the Title Company's escrow costs for Closing. At least seven (7) days prior to Closing, the Title Company will update the title commitment and if that title update discloses new title exceptions or encumbrances affecting the Premises, then the rights of Purchaser and Seller under this paragraph shall apply to such new exception or encumbrance.

b. For a period of forty-five (45) days after the Effective Date (the "Diligence Period"), Seller will provide Purchaser access to the Premises to permit Purchaser to conduct, at

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Purchaser's discretion and cost, any inspection or study of the Premises selected by Purchaser to satisfy itself that the Premises is suitable for Purchaser's intended use, in Purchaser's sole discretion (the "Inspections"). Purchaser shall hold Seller harmless for any damage caused by Purchaser to the Premises during the Inspections and shall repair any damage to the condition of the Premises resulting from the Inspections at Purchaser's cost.

c. During the Diligence Period, Seller shall secure and obtain the requisite authorization to sell the Premises from the Sylvania City Council.

d. During the Diligence Period, Purchaser shall engage a licensed surveyor to survey of the Premises and prepare a legal description for the conveyance of the Premises. The survey and legal description shall be subject to review and approval of the parties. Purchaser shall bear all costs associated with the survey and legal description.

If, within the Diligence Period, Purchaser does not receive and approve, in Purchaser's sole discretion, the Inspections and any of the other items set forth in this Paragraph 3, then Purchaser may: (i) permit Seller to remedy the issue; (ii) waive Purchaser's objection to any such item and proceed to Closing; or (iii) terminate this Agreement.

4. **Title**. At Closing, Seller shall execute and deliver to Purchaser: (i) a General Warranty Deed conveying fee simple title to the Premises to Purchaser, in the form attached and incorporated as Exhibit A (the "Deed"); and (ii) such other documents reasonably required by the Title Company to close the transaction contemplated hereby. At Closing, Purchaser shall execute and deliver to Seller: (i) the Purchase Price, plus or minus prorations and adjustments as set forth in this Agreement; and (ii) such other documents reasonably required by the Title Company to close the transaction contemplated hereby. At Closing, Purchaser and Seller will sign and deliver the Easement Agreement, in the form attached and incorporated as Exhibit B along with the joint settlement statement prepared by the Title Company and pay their respective costs, as provided for in this Agreement.

5. **Prorations and Charges**. Seller shall pay the real estate taxes and assessments, both general and special, if any, attributable to the Premises that are due and payable as of the Closing Date. The parties shall prorate as of the close of business on the Closing Date, the real estate taxes and assessments, both general and special, if any, attributable to the Premises using the rates and valuations shown on the latest available tax duplicate, in accordance with the due and payable method of tax proration. Seller shall pay at Closing the conveyance fee, if any. Purchaser shall pay at Closing the cost of recording the Deed. Each party shall pay at Closing their respective share of the costs as set forth in Paragraph 3.a. above.

6. **Risk of Casualty Loss**. Until Closing, Seller shall bear the sole risk of loss due to fire or other casualty at the Premises. If the Premises are materially damaged or destroyed prior to Closing, Purchaser shall have the option to (a) proceed with the transaction and to receive the proceeds of any insurance payable in connection therewith or (b) terminate this Agreement. In the former event, Seller shall, at Closing, assign the proceeds of any insurance policies in force on the Premises to Purchaser.

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7. **Miscellaneous**.

a. This Offer (the "Offer" as sometimes referred to herein as the "Agreement") is subject to acceptance by Purchaser, and when signed by an authorized agent of Purchaser and delivered to Seller (the "Effective Date") shall constitute a contract binding Purchaser and Seller, their respective successors and permitted assigns for the purchase and sale of the Premises upon the terms and conditions herein set forth.

b. This transaction shall close within ten (10) days after the expiration of the Diligence Period, or on such other mutually agreed upon date, which date shall be known as the "Closing Date" or "Closing" for purposes of this Offer, unless extended by the mutual agreement of the parties.

c. If this Agreement is at any time terminated by Purchaser as permitted by this Agreement, this Agreement shall become null and void with no further liability on the part of either party. If this Agreement is breached by either party, the non-breaching party may pursue any available legal and equitable remedies.

d. This Offer shall remain valid for acceptance by Seller unless revoked by Purchaser before Seller signs and delivers a return copy to Purchaser.

e. This Agreement contains the entire agreement between the parties and there are no agreements, representations or warranties, oral or written, which are not set forth herein. This Agreement may not be amended or modified except by a writing signed by both parties.

f. Exclusive possession of the Premises shall be given to Purchaser at Closing.

g. All notices, requests, waivers and other communications under this Agreement shall be in writing and shall be deemed properly served upon delivery by electronic transmission (facsimile with notification of receipt or e-mail) to the following e-mail addresses:

If to Purchaser: danielfiddle@gmail.com
with a copy to Purchaser's counsel: kdtucker@eastmansmith.com

If to Seller: jshaw@cityofsylvania.com
with a copy to Seller's counsel: city.law@cityofsylvania.com; and
LBrinning@cityofsylvania.com

h. This Agreement shall not be assigned or transferred by Purchaser without the prior written consent of Seller.

i. Time is of the essence.

j. Seller and Purchaser each warrant to the other that they have had no dealings with any real estate broker, agent or finder, so as to entitle such party to a commission in connection with the transaction contemplated by this Agreement. If for any reason a commission

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is due as a result of this transaction to any party, then the party with the dealings or alleged dealings with such other party shall pay such commission, expense, damages and attorneys' fees relating to such commission. The parties' obligations under this Paragraph survive Closing and delivery of the Deed.

k. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute an original. This Agreement may be executed by electronic signature of the parties. This Agreement may be executed and delivered by facsimile or in PDF attached to an electronic communication. On delivery by facsimile or PDF, the facsimile or PDF signature shall be deemed to have the same effect as if the original signature had been delivered to the other party.

OFFER

The undersigned, Purchaser, hereby makes the foregoing Offer and agrees to purchase the Premises and to otherwise comply with the Offer.

PURCHASER:

DANKAST, LTD.,
an Ohio limited liability company

Signed by:
Katalin L. Gale
00BAB80B0FFD495...

Katalin L. Gale, Trustee

Date: 8/17/2026

ACCEPTANCE

The undersigned Seller accepts the Offer to purchase the Premises and agrees to make the transfer and conveyance of the Premises and to otherwise comply with the Agreement.

SELLER:

CITY OF SYLVANIA, OHIO,
an Ohio charter municipality

_____
Mark R. Frye, Mayor

_____
_____, Director of Finance

Date: _____

Approved as to Form and Content:

By: _____
Leslie B. Brinning, Law Director / City Solicitor

Exhibit A

GENERAL WARRANTY DEED
(Statutory Form)
Ohio Revise Code Section 5302.05

The **CITY OF SYLVANIA, OHIO**, an Ohio municipal corporation, of Lucas County, Ohio ("Grantor"), for valuable consideration paid, grants, with general warranty covenants, to **DANKAST, LTD.**, an Ohio limited liability company, whose tax-mailing address is 7055 Hickory Ridge Road, Sylvania, Ohio 43560 ("Grantee") its successors and assigns, the following described real property:

See Exhibit A attached hereto and made a part hereof (the "Property")

Parcel Number 82-36207

Prior Instrument Reference: _____

To have and to hold the Property, with all privileges and appurtenances, subject to taxes and assessments, legal highways, governmental ordinances, zoning ordinances, easements, reservations, agreements, and conditions and restrictions of record.

Executed this _____ day of _____ 202__.

[*signature and acknowledgement page follows*]

CITY OF SYLVANIA, OHIO,
an Ohio municipal corporation

_____
Mark R. Frye, Mayor

_____
_____, Director of Finance

STATE OF OHIO)
) SS
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 202__ by Mark R. Frye, Mayor, and _____, Director of Finance, on behalf of the **CITY OF SYLVANIA, OHIO**, an Ohio municipal corporation.

(SEAL)

_____
Notary Public
My Commission Expires: _____

Approved as to form and content:

_____
Leslie B. Brinning, Law Director

This instrument was prepared
by and after recording returned to:
Kyle D. Tucker, Attorney-at-Law
EASTMAN & SMITH LTD.
P. O. Box 10032
Toledo, Ohio 43699-0032
(419) 247-1588

Exhibit B

EASEMENT AGREEMENT

This Easement Agreement is made effective as of the later day of the signature dates below, by and between DANKAST, LTD., an Ohio limited liability company (the "Grantor") and the CITY OF SYLVANIA, OHIO, an Ohio municipal corporation (the "Grantee"). For good and valuable consideration the receipt of which is hereby acknowledged, Grantor does grant to Grantee, its successors and assigns forever, an easement for the right to install, construct, maintain, operate, repair, and replace any necessary utility and/or other utility facilities (collectively "Utility"), in, on, and through the real property identified as Lucas County Parcel Number 82-36207, and as legally described on Exhibit A attached hereto and made a part hereof (the "Easement Area").

TO HAVE AND TO HOLD said Easement Area in accordance with all the rights, privileges and appurtenances herein belonging to Grantee, its successors and assigns forever.

Grantor, its successors and assigns, retains the right, in Grantor's discretion, to fully use and enjoy the Easement Area for any lawful purpose, provided that such use shall not unreasonably interfere with the rights herein granted to Grantee.

Grantee shall, at Grantee's sole cost, install, maintain, repair, and replace the Utility facilities, if any. Prior to commencing any work related to the Utility, Grantee shall provide written notice to Grantor at the then-current tax-mailing address for Lucas County Parcel Number 82-36207 as set forth on the Lucas County Auditor's website. Said notice must be delivered at least ten (10) days before the start of any installation, construction, maintenance, operation, repair, or replacement activities. After any such work to a Utility facility, Grantee shall grade the Easement Area to its original ground level, remove all surplus excavation materials, clean up the site, and replace or repair any buildings, structures, landscaping (to include without limitation shrubs and trees), or improvements, damaged or impacted during such work.

Grantor claims title by instrument recorded in Instrument Number _____ in the Deed Records of the Lucas County Recorder's Office. Grantor hereby covenants that it is the true and lawful owner of the Easement Area and is well seized of the same, and has good right and full power to bargain, sell and convey the same in the manner aforesaid.

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

GRANTOR:

DANKAST, LTD.,
an Ohio limited liability company

_____
Name: Katalin L. Gale, Trustee
Title: Member

_____
Date

STATE OF OHIO)
) SS
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 202__ by Katalin L. Gale, Trustee under the Revocable Trust Agreement of Katalin L. Gale, dated March 26, 2001, as authorized member of **DANKAST, LTD.**, an Ohio limited liability company, on behalf of said limited liability company.

(SEAL)

_____
Notary Public
My Commission Expires: _____

[*Remainder of this page intentionally left blank; Grantee's signature and acknowledgement page follows.*]

GRANTEE:

CITY OF SYLVANIA, OHIO,
an Ohio municipal corporation

_____
Mark R. Frye, Mayor

_____
_____, Director of Finance

STATE OF OHIO)
) SS
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 202__ by Mark R. Frye, Mayor, and _____, Director of Finance, on behalf of the **CITY OF SYLVANIA, OHIO**, an Ohio municipal corporation.

(SEAL)

_____
Notary Public
My Commission Expires: _____

Approved as to form and content:

_____
Leslie B. Brinning, Law Director

This instrument was prepared
by and after recording returned to:
Kyle D. Tucker, Attorney-at-Law
EASTMAN & SMITH LTD.
P. O. Box 10032
Toledo, Ohio 43699-0032
(419) 247-1588

8a

City of trees
SYLVANIA

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

November 2, 2026

To: The Mayor and Members of Sylvania City Council

Re: **Convent Boulevard & Little Road Resurfacing Project (2026) – Change Order No. 1 (Final)**

Dear Mr. Mayor and Council Members:

Helms and Sons Excavating has completed the asphalt resurfacing work on Convent Boulevard and Little Road. As a reminder, this project's scope of work included the milling and resurfacing of over 23,400 square feet of asphalt pavement including pavement repairs, curb ramp replacements, and structure adjustments. Now that all work items have been completed, the Service Department is requesting a project change order to adjust the final contract price.

The largest savings to the project was less base pavement repair than originally planned. A contingency quantity of 1,170 square yards of pavement repair (6" depth) was included with the project and after the milled surfaces were inspected only 528 square yards were needed. This was a savings of $25,680. Also, less surface and intermediate courses of asphalt pavement were installed than planned yielding a savings of $6,835.07 on those materials.

As a result, a final project change order in the amount of $39,005.82 is necessary to decrease the contract amount from $530,158.25 to $491,152.43. With this decrease the total construction cost was approximately 7.4% under the original contract amount.

We recommend approval of Change Order No. 1 (Final) with Helms and Sons Excavating. Please call with any questions.

Sincerely,

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

8b

ORDINANCE NO. 150-2026

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO APPROVE CHANGE ORDER NO. 1 (FINAL) TO THIS CITY'S AGREEMENT WITH HELMS & SONS EXCAVATING, INC. FOR THE CONVENT BOULEVARD & LITTLE ROAD RESURFACING PROJECT; DECREASING THE FINAL CONTRACT AMOUNT BY $39,005.82; AND DECLARING AN EMERGENCY.

WHEREAS, Ordinance No. 26-2026, passed February 2, 2026, accepted the bid of Helms & Sons Excavating, Inc. and awarded the contract for the Convent Boulevard & Little Road Resurfacing Project to same, which bid was in the amount of $530,158.25; and,

WHEREAS, Helms & Sons Excavating, Inc. has completed the asphalt resurfacing work on Convent Boulevard and Little Road; and

WHEREAS, less base pavement repair was needed than originally planned and a contingency quantity of 1,170 square yards of pavement repair was included with the project, but only 528 square yards were needed, resulting in a savings of $25,680; and,

WHEREAS, less surface and intermediate courses of asphalt pavement were installed than planned, resulting in a savings of $6,835.07 on materials; and

WHEREAS, the Director of Public Service, by report dated November 2, 2026, has recommended approval of Change Order No. 1 (Final) of Helms & Sons Excavating, Inc. for said Convent Boulevard & Little Road Resurfacing Project to adjust for savings on material during construction; and,

WHEREAS, the savings on material during construction resulted in a net decrease to the contract in the amount of Thirty-Nine Thousand Five and 82/100 Dollars ($39,005.82), for a total contract amount of $491,152.43.

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

SECTION 1. That said change order decreasing the contract amount by the sum of Thirty-Nine Thousand Five and 82/100 Dollars ($39,005.82) be, and the same hereby is, approved, and the Mayor and the Director of Finance be, and they hereby are, authorized to sign said change order on behalf of this City, thereby indicating such approval and changing the total contract amount.

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

SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the adjustments in the contract for project overruns and underruns that changed during construction should be approved immediately. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

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

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2026, as an emergency measure.

_____
President of Council

ATTEST:

_____
Clerk of Council

APPROVED AS TO FORM:

_____
Director of Law

APPROVED:

_____
Mayor

_____
Date

City of Sylvania, OH

Change Order Details

2026 RESURFACING – LITTLE ROAD & CONVENT BOULEVARD

Description	This project involves milling and resurfacing existing asphalt, spot full depth pavement repairs as directed by the Engineer, placement of a two (2) course asphalt concrete overlay, upgrade of deficient curb ramps and adjustments to manholes, valve and monuments on Little Road between Centennial Road and Erie Street (approx. 4,800 LF) and Convent Boulevard between Silica Drive and Main Street (approx. 3,400 LF). ORDINANCE NUMBER: 26-2026 PO NUMBER: 69572
Prime Contractor	HELMS AND SONS EXCAVATING 1753 LIMA AVE FINDLAY, OH 45840
Change Order	1
Status	Pending
Date Created	10/13/2026
Type	Final Quantities (Balancing)
Summary	Change Order 1 (Final)
Change Order Description	Change Order 1 (Final)
Awarded Project Amount	$530,158.25
Authorized Project Amount	$530,158.25
Change Order Amount	-$39,005.82
Revised Project Amount	$491,152.43

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0004	253	SY	$40.000	1,170.000	$46,800.00	-642.000	-$25,680.00	528.000	$21,120.00
Pavement Repair (6" ~ 301 Asphalt Concrete Base)									
Reason: Balancing Change Order									
0005	254	SY	$2.750	23,401.000	$64,352.75	449.000	$1,234.75	23,850.000	$65,587.50
Pavement Planing, Asphalt Concrete									
Reason: Balancing Change Order									
0006	407	GAL	$3.000	1,989.000	$5,967.00	-64.000	-$192.00	1,925.000	$5,775.00
Non-Tracking Tack Coat for Intermediate Course									
Reason: Balancing Change Order									
0007	407	GAL	$3.000	1,287.000	$3,861.00	-1,287.000	-$3,861.00	0.000	$0.00
Non-Tracking Tack Coat									
Reason: Balancing Change Order									
0008	441	CY	$225.000	488.000	$109,800.00	-23.150	-$5,208.75	464.850	$104,591.25
Asphalt Concrete Intermediate Scratch Course, Type 2 (449)									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Reason: Balancing Change Order									
0009	441	CY	$232.000	975.000	$226,200.00	-7.010	-$1,626.32	967.990	$224,573.68
Asphalt Concrete Surface Course, Type 1 (449), PG 64-22									
Reason: Balancing Change Order									
0012	608	SF	$50.000	104.000	$5,200.00	8.000	$400.00	112.000	$5,600.00
Detectable Warning									
Reason: Balancing Change Order									
0015	614	MI	$1,500.000	0.540	$810.00	-0.540	-$810.00	0.000	$0.00
Work Zone Center Line, Class II, 642 Paint (2 Applications)									
Reason: Balancing Change Order									
0016	614	CY	$75.000	30.000	$2,250.00	-30.000	-$2,250.00	0.000	$0.00
Asphalt Concrete for Maintaining Traffic (Contingency)									
Reason: Balancing Change Order									
0017	614	EA	$75.000	12.000	$900.00	-12.000	-$900.00	0.000	$0.00
Work Zone Marking Sign, As Per Plan (Contingency)									
Reason: Balancing Change Order									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
0020	630	LS	$100.000	1.000	$100.00	-1.000	-$100.00	0.000	$0.00
Removal, Storage, or Re-erection of Signs and Supports (Contingency)									
Reason: Balancing Change Order									
0022	642	MI	$2,525.000	0.540	$1,363.50	0.100	$252.50	0.640	$1,616.00
Center Line, Type 1									
Reason: Balancing Change Order									
0023	644	FT	$7.500	134.000	$1,005.00	-18.000	-$135.00	116.000	$870.00
Stop Line									
Reason: Balancing Change Order									
0024	644	FT	$5.500	381.000	$2,095.50	215.000	$1,182.50	596.000	$3,278.00
Crosswalk Line, 12 Inch									
Reason: Balancing Change Order									
0025	644	FT	$7.500	26.000	$195.00	25.000	$187.50	51.000	$382.50
Crosswalk Line, As Per Plan									
Reason: Balancing Change Order									
0027	Spec.	LBS	$1.500	1,000.000	$1,500.00	-1,000.000	-$1,500.00	0.000	$0.00
Miscellaneous Metal (Contingency)									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Reason: Balancing Change Order									
16 items			Totals		$472,399.75		-$39,005.82		$433,393.93

Time Limit Changes

Type	Original Deadline	Current Deadline	Pending Extension	Pending Deadline
Completion Date	08/15/2026	08/15/2026	62.0 Days	10/16/2026
Contract Completion Date				
Reason: Contract Time Extension				
1 time limit				

RECOMMENDED FOR APPROVAL BY:

Joseph E. Shaw, P.E., P.S., Public Service Director: _____ (Signature) 10-21-2026 (Date)

REVIEWED BY:

Engineer

Eric M. Barnes, P.E., S.I., Deputy Public Service Director: _____ (Signature) 10/16/2026 (Date)

Contractor

GRANT HEASTER (Name)

Grant Heaster (Signature) 10/16/2026 (Date)

The proposal is hereby approved.

Mark R. Frye, Mayor: _____ (Signature) _____ (Date)

The proposal is hereby approved.

Sullivan Nicholls, Finance Director: _____ (Signature) _____ (Date)

9a

City of trees
SYLVANIA

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

November 2, 2026

To: The Mayor and Members of Sylvania City Council

Re: **Monroe-Main-Summit Traffic Signal Improvements Project – Change Order No. 1 (Final)**

Dear Mr. Mayor and Council Members:

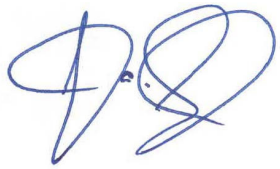
US Utility has completed the traffic signal improvements and roadway intersection work as a part of the Monroe-Main-Summit Traffic Signal Improvements Project. As a reminder, this project's scope of work included updating signal operations and equipment at both intersections, adding pedestrian signal accommodations at Summit Street, and improving the truck turning radius at the northeast quadrant of Summit Street. Now that all work items have been completed, the Service Department is requesting a project change order to adjust the final contract price.

The project as scoped was performed under budget by $5,418.95 based on the installed quantities. However, as a part of this project the Service Department requested contractor assistance to troubleshoot pedestrian signal issues that developed at the Monroe and Main intersection shortly after construction began that were not related to the contractor's activities. The contractor determined the controller for the antiquated pedestrian signal system was faulty and could not be replaced. As a result, an entire new pedestrian signal system needed to be ordered and installed at a cost of $13,100.

As a result, a final project change order in the amount of $7,681.05 is necessary to increase the contract amount from $502,082.70 to $509,763.75. With this increase the total construction cost was approximately 1.0% over the original contract amount.

We recommend approval of Change Order No. 1 (Final) with US Utility. Please call with any questions.

Sincerely,



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

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

ORDINANCE NO. 151-2026

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO APPROVE CHANGE ORDER NO. 1 (FINAL) TO THIS CITY'S AGREEMENT WITH U.S. UTILITY CONTRACTOR FOR THE MONROE-MAIN-SUMMIT TRAFFIC SIGNAL IMPROVEMENTS PROJECT; INCREASING THE FINAL CONTRACT AMOUNT BY $7,681.05; APPROPRIATING FUNDS THEREFORE; AND DECLARING AN EMERGENCY.

WHEREAS, Ordinance No. 34-2025, passed March 3, 2025, accepted the bid of U.S. Utility Contractor and awarded the contract for the Monroe-Main-Summit Traffic Signal Improvements Project to same, which bid was in the amount of $502,082.70; and,

WHEREAS, U.S. Utility Contractor has completed the traffic signal improvements and roadway intersection work as part of the Monroe-Main-Summit Traffic Signal Improvements Project; and

WHEREAS, based on the installed quantities, the project was performed under budget by $5,418.95; and,

WHEREAS, the Service Department requested assistance from U.S. Utility Contractor to troubleshoot pedestrian signal issues that developed at the Monroe St./Main St. intersection after construction began and that were not related to U.S. Utility Contractor's activities; and,

WHEREAS, U.S. Utility Contractor determined the controller for the antiquated pedestrian signal was faulty and could not be replaced, resulting in an entire new pedestrian signal system needing to be ordered at a cost of $13,100; and,

WHEREAS, the Director of Public Service, by report dated November 2, 2026, has recommended approval of Change Order No. 1 (Final) of U.S. Utility Contractor for said Monroe-Main-Summit Traffic Signal Improvements to reflect the additional work and material to correct pedestrian signal issues at the Monroe St./Main St. intersection in the amount of

$13,100, for a final contract amount of $509,763.75; and,

WHEREAS, the additional work items result in a net increase to the contract in the amount of Seven Thousand Six Hundred Eighty-One Dollars and 5/100 ($7,681.05), for a total contract amount of $509,763.75.

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

SECTION 1. That said change order increasing the contract amount by the sum of Seven Thousand Six Hundred Eighty-One and 5/100 Dollars ($7,681.05), authorized to be appropriated be, and the same hereby is, approved, and the Mayor and the Director of Finance be, and they hereby are, authorized to sign said change order on behalf of this City, thereby indicating such approval and changing the total contract amount.

SECTION 2. That, to provide funds for said change order for improvements, there is hereby appropriated from the **CITY PERMISSIVE TAX FUND** from funds therein not heretofore appropriated to **Account No. 223-7611-53503 – Street Improvements**, the sum of Seven Thousand Six Hundred Eighty-One and 5/100 Dollars ($7,681.05).

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

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

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2026, as an emergency measure.

_____
President of Council

ATTEST:

_____
Clerk of Council

APPROVED AS TO FORM:

_____
Director of Law

APPROVED:

_____
Mayor

_____
Date

City of Sylvania, OH

Change Order Details

Monroe-Main-Summit Traffic Signal Improvements 2025 (OPWC)

Description	Intersection improvements including pavement widening & replacement sidewalk, curb ramps, signalization and traffic control for Monroe Street at Main Street and Monroe Street at Summit Street in Sylvania, Ohio. ORDINANCE NUMBER: #34-2025 PO NUMBER: 67782
Prime Contractor	U S UTILITY CONTRACTOR COMPANY 3592 GENOA RD PERRYSBURG, OH 43551
Change Order	1
Status	Pending
Date Created	10/19/2026
Type	Final Quantities (Balancing)
Summary	Change Order 1 (Final)
Change Order Description	Change Order 1 (Final) - balancing and contract time extention
Awarded Project Amount	$502,082.70
Authorized Project Amount	$502,082.70
Change Order Amount	$7,681.05
Revised Project Amount	$509,763.75

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0020	202E30001	SF	$2.100	1,825.000	$3,832.50	375.070	$787.65	2,200.070	$4,620.15
WALK REMOVED, AS PER PLAN									
Reason: Balancing Change Order									
			Funding Details						
			Local	0.000	$0.00	0.000	$0.00	0.000	$0.00
			OPWC Eligible	1,825.000	$3,832.50	375.070	$787.65	2,200.070	$4,620.15
0030	202E32000	FT	$5.250	377.000	$1,979.25	114.000	$598.50	491.000	$2,577.75
CURB REMOVED									
Reason: Balancing Change Order									
			Funding Details						
			Local	0.000	$0.00	0.000	$0.00	0.000	$0.00
			OPWC Eligible	377.000	$1,979.25	114.000	$598.50	491.000	$2,577.75
0160	832E30000	EACH	$1.000	1,000.000	$1,000.00	-1,000.000	-$1,000.00	0.000	$0.00
EROSION CONTROL									
Reason: Balancing Change Order									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
			Funding Details						
			Local	0.000	$0.00	0.000	$0.00	0.000	$0.00
			OPWC Eligible	1,000.000	$1,000.00	-1,000.000	-$1,000.00	0.000	$0.00
0180	202E58100	EACH	$892.500	1.000	$892.50	1.000	$892.50	2.000	$1,785.00
CATCH BASIN REMOVED									
Reason: Balancing Change Order									
			Funding Details						
			Local	0.000	$0.00	0.000	$0.00	0.000	$0.00
			OPWC Eligible	1.000	$892.50	1.000	$892.50	2.000	$1,785.00
0260	202E23000	SY	$24.150	315.000	$7,607.25	31.670	$764.83	346.670	$8,372.08
PAVEMENT REMOVED									
Reason: Balancing Change Order									
			Funding Details						
			Local	0.000	$0.00	0.000	$0.00	0.000	$0.00
			OPWC Eligible	315.000	$7,607.25	31.670	$764.83	346.670	$8,372.08
0290	301E56000	CY	$246.750	44.000	$10,857.00	1.520	$375.06	45.520	$11,232.06
ASPHALT CONCRETE BASE, PG64-22, (449)									
Reason: Balancing Change Order									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
			Funding Details						
			Local	0.000	$0.00	0.000	$0.00	0.000	$0.00
			OPWC Eligible	44.000	$10,857.00	1.520	$375.06	45.520	$11,232.06
0320	441E50000	CY	$477.750	17.000	$8,121.75	5.520	$2,637.18	22.520	$10,758.93
ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG64-22									
Reason: Balancing Change Order									
			Funding Details						
			Local	0.000	$0.00	0.000	$0.00	0.000	$0.00
			OPWC Eligible	17.000	$8,121.75	5.520	$2,637.18	22.520	$10,758.93
0330	441E50300	CY	$252.000	28.000	$7,056.00	0.150	$37.80	28.150	$7,093.80
ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (448)									
Reason: Balancing Change Order									
			Funding Details						
			Local	0.000	$0.00	0.000	$0.00	0.000	$0.00
			OPWC Eligible	28.000	$7,056.00	0.150	$37.80	28.150	$7,093.80
0380	642E30000	FT	$28.750	62.000	$1,782.50	-62.000	-$1,782.50	0.000	$0.00
REMOVAL OF PAVEMENT MARKING									
Reason: Balancing Change Order									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
			Funding Details						
			Local	0.000	$0.00	0.000	$0.00	0.000	$0.00
			OPWC Eligible	62.000	$1,782.50	-62.000	-$1,782.50	0.000	$0.00
0390	642E30020	EACH	$575.000	1.000	$575.00	-1.000	-$575.00	0.000	$0.00
REMOVAL OF PAVEMENT MARKING									
Reason: Balancing Change Order									
			Funding Details						
			Local	0.000	$0.00	0.000	$0.00	0.000	$0.00
			OPWC Eligible	1.000	$575.00	-1.000	-$575.00	0.000	$0.00
0400	644E00500	FT	$11.500	75.000	$862.50	-51.000	-$586.50	24.000	$276.00
STOP LINE									
Reason: Balancing Change Order									
			Funding Details						
			Local	0.000	$0.00	0.000	$0.00	0.000	$0.00
			OPWC Eligible	75.000	$862.50	-51.000	-$586.50	24.000	$276.00
0410	644E00631	FT	$11.500	95.000	$1,092.50	-23.000	-$264.50	72.000	$828.00
CROSSWALK LINE, 24", AS PER PLAN									
Reason: Balancing Change Order									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
			Funding Details						
			Local	0.000	$0.00	0.000	$0.00	0.000	$0.00
			OPWC Eligible	95.000	$1,092.50	-23.000	-$264.50	72.000	$828.00
0430	611E00100	FT	$3.210	25.000	$80.25	-25.000	-$80.25	0.000	$0.00
4" CONDUIT, TYPE B									
Reason: Balancing Change Order									
			Funding Details						
			Local	0.000	$0.00	0.000	$0.00	0.000	$0.00
			OPWC Eligible	25.000	$80.25	-25.000	-$80.25	0.000	$0.00
0450	625E22900	FT	$12.830	281.000	$3,605.23	-131.000	-$1,680.73	150.000	$1,924.50
NO. 1/0 AWG 2400 VOLT DISTRIBUTION CABLE									
Reason: Balancing Change Order									
			Funding Details						
			Local	0.000	$0.00	0.000	$0.00	0.000	$0.00
			OPWC Eligible	281.000	$3,605.23	-131.000	-$1,680.73	150.000	$1,924.50
0460	625E23400	FT	$2.950	112.000	$330.40	3.000	$8.85	115.000	$339.25
NO. 10 AWG POLE AND BRACKET CABLE									
Reason: Balancing Change Order									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
			Funding Details						
			Local	0.000	$0.00	0.000	$0.00	0.000	$0.00
			OPWC Eligible	112.000	$330.40	3.000	$8.85	115.000	$339.25
0470	625E25300	FT	$16.680	48.000	$800.64	34.000	$567.12	82.000	$1,367.76
CONDUIT, 1-1/2", 725.04									
Reason: Balancing Change Order									
			Funding Details						
			Local	0.000	$0.00	0.000	$0.00	0.000	$0.00
			OPWC Eligible	48.000	$800.64	34.000	$567.12	82.000	$1,367.76
0480	625E25400	FT	$18.520	92.000	$1,703.84	2.000	$37.04	94.000	$1,740.88
CONDUIT, 2", 725.04									
Reason: Balancing Change Order									
			Funding Details						
			Local	0.000	$0.00	0.000	$0.00	0.000	$0.00
			OPWC Eligible	92.000	$1,703.84	2.000	$37.04	94.000	$1,740.88
0490	625E25402	FT	$8.040	10.000	$80.40	82.000	$659.28	92.000	$739.68
CONDUIT, 2", 725.05									
Reason: Balancing Change Order									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
			Funding Details						
			Local	0.000	$0.00	0.000	$0.00	0.000	$0.00
			OPWC Eligible	10.000	$80.40	82.000	$659.28	92.000	$739.68
0500	625E25502	FT	$9.530	62.000	$590.86	-7.000	-$66.71	55.000	$524.15
CONDUIT, 3", 725.05									
Reason: Balancing Change Order									
			Funding Details						
			Local	0.000	$0.00	0.000	$0.00	0.000	$0.00
			OPWC Eligible	62.000	$590.86	-7.000	-$66.71	55.000	$524.15
0510	625E25602	FT	$10.220	45.000	$459.90	1.000	$10.22	46.000	$470.12
CONDUIT, 4", 725.05									
Reason: Balancing Change Order									
			Funding Details						
			Local	0.000	$0.00	0.000	$0.00	0.000	$0.00
			OPWC Eligible	45.000	$459.90	1.000	$10.22	46.000	$470.12
0550	625E29000	FT	$10.780	171.000	$1,843.38	32.000	$344.96	203.000	$2,188.34
TRENCH									
Reason: Balancing Change Order									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
				Funding Details					
			Local	0.000	$0.00	0.000	$0.00	0.000	$0.00
			OPWC Eligible	171.000	$1,843.38	32.000	$344.96	203.000	$2,188.34
0560	625E30706	EACH	$1,141.250	5.000	$5,706.25	-1.000	-$1,141.25	4.000	$4,565.00
PULL BOX, 725.08, 24"									
Reason: Balancing Change Order									
				Funding Details					
			Local	0.000	$0.00	0.000	$0.00	0.000	$0.00
			OPWC Eligible	5.000	$5,706.25	-1.000	-$1,141.25	4.000	$4,565.00
0570	625E32000	EACH	$292.500	5.000	$1,462.50	-1.000	-$292.50	4.000	$1,170.00
GROUND ROD									
Reason: Balancing Change Order									
				Funding Details					
			Local	0.000	$0.00	0.000	$0.00	0.000	$0.00
			OPWC Eligible	5.000	$1,462.50	-1.000	-$292.50	4.000	$1,170.00
0590	625E36010	FT	$1.800	151.000	$271.80	52.000	$93.60	203.000	$365.40
UNDERGROUND WARNING/MARKING TAPE									
Reason: Balancing Change Order									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
			Funding Details						
			Local	0.000	$0.00	0.000	$0.00	0.000	$0.00
			OPWC Eligible	151.000	$271.80	52.000	$93.60	203.000	$365.40
0660	632E40200	FT	$2.190	415.000	$908.85	20.000	$43.80	435.000	$952.65
SIGNAL CABLE, 2 CONDUCTOR, NO. 14 AWG									
Reason: Balancing Change Order									
			Funding Details						
			Local	0.000	$0.00	0.000	$0.00	0.000	$0.00
			OPWC Eligible	415.000	$908.85	20.000	$43.80	435.000	$952.65
0670	632E40500	FT	$3.250	1,577.000	$5,125.25	28.000	$91.00	1,605.000	$5,216.25
SIGNAL CABLE, 5 CONDUCTOR, NO. 14 AWG									
Reason: Balancing Change Order									
			Funding Details						
			Local	0.000	$0.00	0.000	$0.00	0.000	$0.00
			OPWC Eligible	1,577.000	$5,125.25	28.000	$91.00	1,605.000	$5,216.25
0680	632E40700	FT	$4.220	328.000	$1,384.16	20.000	$84.40	348.000	$1,468.56
SIGNAL CABLE, 7 CONDUCTOR, NO. 14 AWG									
Reason: Balancing Change Order									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
			Funding Details						
			Local	0.000	$0.00	0.000	$0.00	0.000	$0.00
			OPWC Eligible	328.000	$1,384.16	20.000	$84.40	348.000	$1,468.56
0710	632E64950	EACH	$882.500	3.000	$2,647.50	-3.000	-$2,647.50	0.000	$0.00
TEST HOLE PERFOMRED									
Reason: Balancing Change Order									
			Funding Details						
			Local	0.000	$0.00	0.000	$0.00	0.000	$0.00
			OPWC Eligible	3.000	$2,647.50	-3.000	-$2,647.50	0.000	$0.00
0720	632E69900	FT	$7.130	387.000	$2,759.31	50.000	$356.50	437.000	$3,115.81
SERVICE CABLE, 3 CONDUCTOR, NO. 4 AWG									
Reason: Balancing Change Order									
			Funding Details						
			Local	0.000	$0.00	0.000	$0.00	0.000	$0.00
			OPWC Eligible	387.000	$2,759.31	50.000	$356.50	437.000	$3,115.81
0860	614E11110	HOUR	$92.000	8.000	$736.00	6.000	$552.00	14.000	$1,288.00
LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASSISTANCE									
Reason: Balancing Change Order									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
			Funding Details						
			Local	0.000	$0.00	0.000	$0.00	0.000	$0.00
			OPWC Eligible	8.000	$736.00	6.000	$552.00	14.000	$1,288.00
0870	614E18601	SNMT	$1,057.500	6.000	$6,345.00	-4.000	-$4,230.00	2.000	$2,115.00
PORTABLE CHANGEABLE MESSAGE SIGN, AS PER PLAN									
Reason: Balancing Change Order									
			Funding Details						
			Local	0.000	$0.00	0.000	$0.00	0.000	$0.00
			OPWC Eligible	6.000	$6,345.00	-4.000	-$4,230.00	2.000	$2,115.00
0880	616E10000	MGAL	$13.800	1.000	$13.80	-1.000	-$13.80	0.000	$0.00
WATER									
Reason: Balancing Change Order									
			Funding Details						
			Local	0.000	$0.00	0.000	$0.00	0.000	$0.00
			OPWC Eligible	1.000	$13.80	-1.000	-$13.80	0.000	$0.00
32 items			Totals		$82,514.07		-$5,418.95		$77,095.12

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0920	990E30000	LS	1.000	$13,100.000	$13,100.00
AGREED LUMP SUM					
Reason: POLE REMOVAL & PUSHBUTTONS AT MONROE & MAIN					
		Funding Details			
		OPWC Eligible	1.000	$13,100.000	$13,100.00
1 item					Total: $13,100.00

Funding Summary

Fund Package	Original Amount	Authorized Amount	Pending Change	Revised Amount
OPWC Eligible	$502,082.70	$502,082.70	$7,681.05	$509,763.75
Local	$0.00	$0.00	$0.00	$0.00
2 fund packages	$502,082.70	$502,082.70	$7,681.05	$509,763.75

Time Limit Changes

Type	Original Deadline	Current Deadline	Pending Extension	Pending Deadline
Completion Date	07/16/2026	07/16/2026	106.0 Days	10/30/2026
Contract Completion Date				
Reason: Push button installation				
1 time limit				

RECOMMENDED FOR APPROVAL BY:

Joseph E. Shaw, P.E., P.S., Public Service Director: _____ (Signature) 10-21-2026 (Date)

REVIEWED BY:

Engineer

Eric M. Barnes, P.E., S.I., Deputy Public Service Director: _____ (Signature) 10/20/2026 (Date)

Contractor

Miranda Albert (Name)

_____ (Signature) 10/20/2026 (Date)

The proposal is hereby approved.

Mark R. Frye, Mayor: _____ (Signature) _____ (Date)

The proposal is hereby approved.

Sullivan Nicholls, Finance Director: _____ (Signature) _____ (Date)

10a

City of trees
SYLVANIA

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

November 2, 2026

To: The Mayor and Members of Sylvania City Council

Re: **Sylvania Avenue Pump Station Replacement – Joint Cooperation Agreement (Lucas County)**

Dear Mr. Mayor and Council Members:

At the July 15, 2024 meeting City Council authorized the Joint Cooperation Agreement (JCA) with Sylvania Township on the Sylvania Avenue Sanitary Sewer Pumping Station Replacement Project (Ord. 88-2024). This station provides service to both the City and Sylvania Township communities and as recognition of the importance of this pumping station to the Township the Trustees agreed to contribute up to $200,000 towards the construction cost of the project.

A similar JCA with the Board of Lucas County Commissioners, via the Lucas County Sanitary Engineer's Office (LCSE), is also required on this project since both of these entities operate and maintain sanitary sewer collection systems that feed this pump station.

The enclosed JCA outlines primary and secondary responsibilities related to engineering design, grant funding procurement, construction, and financial obligations for each entity. As a part of this agreement the City and County will cost share the balance of the project outside of the Township and any grant funding received on an 16% City, 84% County basis. The structure of the cost share is based on historic contributory flow to the station over the last couple of years. It is the City's intent to apply for a Water Pollution Control Loan Fund (WPCLF) when the application window opens and the project has been awarded to pay for the balance of the project over a 20-year period.

We recommend approval of the enclosed Joint Cooperation Agreement with the Board of Lucas County Commissioners. Please call if you should have any questions.

Sincerely,

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

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

ORDINANCE NO. 152-2026

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO A JOINT COOPERATION AGREEMENT ON BEHALF OF THIS CITY OF SYLVANIA WITH THE BOARD OF LUCAS COUNTY COMMISSIONERS, RELATIVE TO THE SYLVANIA AVENUE SANITARY SEWER PUMPING STATION REPLACEMENT; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Sylvania ("City") and Lucas County ("County") entered into an Agreement for the joint use of the Maumee River Wastewater Treatment Plant on April 24, 1973, which agreement was amended on November 20, 1989, June 18, 1992 and July 25, 2002; and,

WHEREAS, Ordinance No. 88-2024, passed July 15, 2024, authorized the Mayor and Director of Finance to enter into a Joint Cooperation Agreement with Sylvania Township for the Sylvania Avenue Sanitary Sewer Pumping Station Replacement Project; and,

WHEREAS, the Sylvania Township Trustees agreed to contribute up to $200,000 towards the construction cost of this project; and,

WHEREAS, inasmuch as the Lucas County Sanitary Engineer's Office also operates and maintains sanitary sewer collection systems that utilize the Sylvania Avenue Sanitary Sewer Pumping Station and, therefore, it is also necessary to enter into a Joint Cooperation Agreement with the Board of Lucas County Commissioners; and,

WHEREAS, the proposed Joint Cooperation Agreement, attached hereto as "Exhibit A" outlines primary and secondary responsibilities related to engineering design, grant funding procurement, construction, and financial obligations for each party; and

WHEREAS, as part of this agreement, the City and County will share the cost of the project outside of the Township and any grant funding received, with 16% of the cost being allocated to the City and the County contributing 84% of the cost; and,

WHEREAS, the Director of Public Service, in a report dated November 2, 2026, has recommended approval of the Joint Cooperation Agreement.

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

SECTION 1. That the Mayor and Director of Finance be, and they hereby are, authorized, on behalf of the City of Sylvania, Ohio, to enter into a Joint Cooperation Agreement with the Board of Lucas County Commissioners, a copy of which is attached hereto as "Exhibit A."

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

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

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

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2026, as an emergency measure.

_____
President of Council

ATTEST:

_____
Clerk of Council

APPROVED AS TO FORM:

_____
Director of Law

APPROVED:

_____
Mayor

_____
Date

Docusign Envelope ID: 1C53EC93-FC3C-8C24-823C-E4A6C698AEBD

EXHIBIT A

Date: October 27, 2026 **Resolution No:** 2026-744

Title: Approval of Joint Cooperation Agreement between the City of Sylvania, Ohio and Lucas County for the Replacement of the Sylvania Avenue Pumping Station

Department/Agency: Sanitary Engineer

Contact: Nathaniel Inkrott, Sanitary Engineer

Summary/Background: On September 15, 2026, by Resolution No. 2026-658, the Commissioners authorized the commitment of funds towards the City of Sylvania's Sylvania Avenue Pump Station Replacement Project.

As Lucas County contributes approximately 84% of the flow into said pump station, the County is agreeable to provide 84% of the remaining projects costs and the City is agreeable to provide 16% of the remaining project costs, less the Township local share of $200,000 and less any grants received.

The City will invoice the County on an annual basis over a 20-year period.

Budget Impact: Capital Improvements

Statutory Authority/ORC: 6117

Commissioner Sobecki offered the following resolution:

WHEREAS, in consideration of the above, NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners, Lucas County, Ohio, that:

Section 1. The City will prepare the necessary plans, bid documents, specifications, construction cost estimate and will administer the construction work. The County will pay eighty-four percent (84%) as their share of the project costs.

Section 2. The President of the Board is hereby authorized to sign the Joint Cooperation Agreement with the City of Sylvania for the Sylvania Avenue Pumping Station Replacement.

Section 3. This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in those formal actions were in a meeting open to the public in compliance with the law.

Section 4. This resolution shall be in full force and effect from and immediately upon its adoption.

Docusign Envelope ID: 1C53EC93-FC3C-8C24-823C-E4A6C698AEBD

Action Taken:
Commissioner Sobecki voted yes
Commissioner Gerken voted yes
Commissioner Lopez voted yes

Jody L. Balogh, Clerk of the Board

Docusign Envelope ID: 1C53EC93-FC3C-8C24-823C-E4A6C698AEBD

JOINT COOPERATION AGREEMENT

FOR

SYLVANIA AVENUE PUMPING STATION REPLACEMENT

This Agreement by and between the City of Sylvania, Ohio, hereinafter referred to as the **CITY,** and the Board of Lucas County Commissioners, hereinafter referred to as the **COUNTY**, with references to the Board of Sylvania Township Trustees, hereinafter referred to as the **TOWNSHIP**.

WITNESSETH

WHEREAS, the **CITY** and the **COUNTY**, via the Lucas County Sanitary Engineer's (LCSE) office, each operate and maintain sanitary sewer collection systems within their respective sanitary sewer service areas, and

WHEREAS, the **CITY** and the **COUNTY** desire to replace the Sylvania Avenue Pumping Station, hereinafter referred to as the **PROJECT**, and

WHEREAS, the **CITY** and the **COUNTY** agree the construction of said **PROJECT** would be beneficial to the citizens of the **CITY** and the **COUNTY** in terms of maintenance and associated costs and

WHEREAS, the **CITY** and the **COUNTY** desire to conclude an agreement which will accomplish the construction of said **PROJECT**,

NOW, THEREFORE, the **CITY** and the **COUNTY** do hereby agree to as follows:

1. The **CITY** will act as the lead agency for the detailed construction plans, specifications, and design phase of the **PROJECT.**

2. The **CITY** will advertise for bids and administer the construction contract for the **PROJECT.** Inspection and testing shall be the responsibility of the **CITY**.

Docusign Envelope ID: 1C53EC93-FC3C-8C24-823C-E4A6C698AEBD

3. The **CITY** will pursue grant funding opportunities to help offset the **CITY** and **COUNTY** financial obligations to the **PROJECT** and be listed as the project manager on any funding agreements should those applications be successful. The **CITY** will complete the disbursement requests and any grants will go through the **CITY** accounting process.

4. The **CITY** and **TOWNSHIP** entered into an agreement via **TOWNSHIP** Resolution 24-106 on June 4, 2024 and **CITY** Ordinance Number 88-2024 on July 15, 2024 whereby the **TOWNSHIP** agreed to contribute up to $200,000, or, 20% of the estimated project cost, whichever is less, as an acknowledgment of the large share of **TOWNSHIP** users of the system and whereby the **CITY** agreed to invoice the **TOWNSHIP** for their local share after the construction contract is awarded.

5. The local share of the **PROJECT** is estimated to be $3,516,708. The **COUNTY** is agreeable to provide 84% of the remaining **PROJECT** costs and the **CITY** is agreeable to provide 16% of the remaining **PROJECT** cost, less the **TOWNSHIP** local share as described herein and less any grant(s) received through funding agencies of the **PROJECT**.

6. The **CITY** will invoice the **COUNTY** on an annual basis when the OWDA loan becomes due over a 20 year period.

7. It is the intent of this Agreement that the **CITY** and the **COUNTY** shall each properly and expeditiously discharge any requirements that may devolve upon them from time to time during the period this Agreement will be in force.

IN WITNESS WHEREOF, the Board of Lucas County Commissioners pursuant to Resolution 2026-744 adopted on 27th day of October, 2026, and the City of Sylvania, by its Mayor and Director of Finance pursuant to Ordinance Number _____ passed on _____ day of _____, 2026, have affixed their signatures respectively.

Docusign Envelope ID: 1C53EC93-FC3C-8C24-823C-E4A6C698AEBD

CITY OF SYLVANIA

Mark Frye, Mayor

Sullivan Nicholls, Director of Finance

Approved as to Form:

Director of Law

Date:

BOARD OF LUCAS COUNTY COMMISSIONERS

DocuSigned by:
Lisa a Sobecki
1507E5EDBE27484...

Lisa Sobecki, President

Approved as to Form:

Elaine B Szuch

Elaine B. Szuch
Assistant Prosecuting Attorney

Date: October 20, 2026

10c

City of trees
SYLVANIA

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

November 2, 2026

To: The Mayor and Members of Sylvania City Council

Re: **Design Engineering Services Contract Amendment (Fishbeck)**
Sylvania Avenue Pump Station Replacement Project

Dear Mr. Mayor and Council Members:

At the December 16, 2024 meeting City Council authorized the engineering services contract with Fishbeck for the replacement of the Sylvania Avenue Sanitary Sewer Pumping Station (Ord. 137-2024). The contract award amount was $194,900. In addition, on March 3, 2025 City Council authorized a geotechnical engineering proposal from Bowser-Morner in the amount of $8,792 to provide soil boring, excavation, dewatering, foundation recommendations, and a geotechnical report (Ord. 35-2025). The Bowser-Morner contract was amended on September 8, 2026 in the amount of $5,516 to add a second soil boring and testing to better predict lateral groundwater pressures (Ord. 127-2026).

With the project nearing the final stages of design completion with construction scheduled for 2027 Fishbeck has submitted an amendment request to their professional services agreement to cover additional services provided at the request of the Service Department. These services include additional topographic survey and a temporary construction easement required for a contractor laydown area off-site and support services in preparing potential loan financing through the Ohio Environmental Protection Agency's Department of Environmental and Financial Assistance (DEFA) division. The total amount of additional services rendered beyond their original scope is $26,300.

This expense was not included in the 2026 budget, but the Service Department is recommending an appropriation from the same account used for engineering (702-7540-53501). We recommend approval of the amendment in the amount of $26,300 with Fishbeck. Please call with any questions.

Sincerely,

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

ORDINANCE NO. 153-2026

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO A FIRST AMENDMENT TO FISHBECK'S PROPOSAL TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE SYLVANIA AVENUE PUMP STATION REPLACEMENT PROJECT TO REFLECT ADDITIONAL WORK NEEDING TO BE PERFORMED; APPROPRIATING FUNDS THEREFORE IN THE AMOUNT OF $26,300; AND DECLARING AN EMERGENCY.

WHEREAS, Ordinance No. 137-2024, passed on December 16, 2024, accepted the proposal of Fishbeck for professional engineering services for the Sylvania Avenue Pump Station Replacement Project in the amount of $194,900; and,

WHEREAS, the Director of Public Service, by report dated November 2, 2026, has received a proposal from Fishbeck to amend the proposal previously authorized by Council for the Sylvania Avenue Pump Station Replacement Project; and,

WHEREAS, the proposed first amendment to the City's agreement with Fishbeck includes an additional topographic survey and a temporary construction easement required for a contractor laydown area off site and support services in preparing potential loan financing through the Ohio Environmental Protection Agency's Department of Environmental and Financial Assistance (DEFA) division, totaling $26,300 of additional cost that were not included in the original proposal, resulting in a net increase of $26,300 to the original contract amount for a total of $221,200; and

WHEREAS, the Director of Public Service, by report dated November 2, 2026, has recommended approval of the first amendment to the proposal of Fishbeck for additional professional engineering services relative to the Sylvania Avenue Pump Station Replacement Project.

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 sign the first amendment to the agreement with Fishbeck on behalf of this City,

thereby indicating such approval and acceptance for the additional services and costs relative to the Sylvania Avenue Pump Station Replacement Project.

SECTION 2. That to provide funds for said engineering services hereby authorized, there is hereby appropriated from the **SEWER FUND** from funds therein not heretofore appropriated to **Account No. 702-7540-53501 – Utility Improvements** the amount of Twenty-Six Thousand Three Hundred Dollars ($26,300.00).

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

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

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

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2026, as an emergency measure.

_____
President of Council

ATTEST:

_____
Clerk of Council

APPROVED AS TO FORM:

_____
Director of Law

APPROVED:

_____
Mayor

_____
Date

fishbeck
Engineers | Architects | Scientists | Constructors

28366 Kensington Lane, Suite 3
Perrysburg, Ohio 43551

419.841.4704 | fishbeck.com

October 22, 2026
Project No. 241803

Joe Shaw, PE
Director of Public Service
City of Sylvania
6730 Monroe Street
Sylvania, OH 43560

Amendment 1 to the Professional Services Agreement
Sylvania Avenue Pump Station Rehabilitation – Design and Bidding Phases

On December 19, 2024, the City accepted Fishbeck's proposal for the design and bidding phase services for the Sylvania Avenue Pump Station Rehabilitation project.

Since the acceptance of the proposal, Fishbeck has developed a plan to construct an additional construction laydown area on the property to the west of the pump station property. To design the laydown area, our survey team collected field measurements and are working on a legal description and exhibit for the temporary easement that will be required. Our land development team designed the laydown area as well as the access road between the two properties. Originally, it was assumed that the construction limits of disturbance would be confined to the existing pump station property.

Fishbeck has also supported the City through the project financing process by preparing and submitting a Water Pollution Control Loan Fund (WPCLF) nomination to Ohio EPA's Department of Environmental and Financial Assistance (DEFA) division. Originally, the City was planning to combine Ohio Public Works Commission (OPWC) funding with a loan from Ohio Water Development Authority (OWDA) to fund the project. However, the WPCLF program offers low-interest loans to communities to fund wastewater projects with interest rates that are lower than the loans offered by OWDA and may provide significant savings for the duration of the loan.

Additional Fees

Fishbeck is requesting that our fee for the Sylvania Avenue Pump Station Rehabilitation project be increased by a not-to-exceed amount of Twenty-Six Thousand Three Hundred Dollars ($26,300). This fee increase will cover the cost of the additional services described above.

Authorization

Attached is Amendment 1 to our existing December 19, 2024, Professional Services Agreement. If you concur with the additional scope of services and associated fee increase, please sign in the space provided and return the executed amendment to Dawn M. Smith (dmsmith@fishbeck.com). This project will be performed under the terms and conditions of our existing agreement.

If you have any questions or require additional information, please contact me at 419.442.8941 or jkosmowski@fishbeck.com.

Sincerely,



Justen Kosmowski, PE
Senior Water and Wastewater Engineer

By email
Copy Kevin Aller, PE – Fishbeck
Al Aspacher, PE – Fishbeck

fishbeck
Engineers | Architects | Scientists | Constructors

28366 Kensington Lane, Suite 3
Perrysburg, Ohio 43551

419.841.4704 | fishbeck.com

Professional Services Agreement Amendment 1

Between Fishbeck and City of Sylvania
Dated December 19, 2024
For Sylvania Avenue Pump Station Rehabilitation
Project No. 241803

The Scope/Budget for this project is modified as follows:

Additional topographic survey, easement assistance, design of construction laydown area, and funding assistance services for a not-to-exceed amount of Twenty-Six Thousand Three Hundred Dollars ($26,300).

All Terms and Conditions shall remain unchanged.

APPROVED FOR:		ACCEPTED FOR:	
City of Sylvania		Fishbeck	
SIGNATURE:	_____	SIGNATURE:	
NAME:	_____	NAME:	Allen J. Aspacher, PE
TITLE:	_____	TITLE:	Vice President
DATE:	_____	DATE:	October 22, 2026

APPROVED FOR:	
City of Sylvania	
SIGNATURE:	_____
NAME:	_____
TITLE:	_____
DATE:	_____

ORDINANCE NO. 154-2026

ACCEPTING THE VEHICLE QUOTE OF BROWN EQUIPMENT COMPANY FOR THE PROVISION OF ONE SEWER 800 JET TRUCK FOR THE DIVISION OF SEWER, DEPARTMENT OF PUBLIC SERVICE; AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO SIGN SAID QUOTE ON BEHALF OF THE CITY OF SYLVANIA; AND DECLARING AN EMERGENCY.

WHEREAS, included in the 2026 Budget was a replacement of the Sewer Division's Jet Truck, however, after the budget was approved and sewer rates set for 2026, the City received an unexpected invoice from Lucas County for its share of the Lucas County Water Resource Recovery Plant Debt; and,

WHEREAS, due to the amount of the invoice, the Director of Public Service recommended delaying the purchase of the Jet Truck for the Sewer Division until 2027; and,

WHEREAS, in preparing for the 2027 budget, the Director of Public Service received a Vehicle Quote from Brown Equipment Company for one Sewer 800-HPR-ECO IV Jetter Truck Freightliner M2-106 in the amount of $285,785.24 for the demo model; and,

WHEREAS, this truck is $25,000 less than the purchase of a new Jet Truck, however, Brown Equipment Company has requested the City sign the quote to hold the truck; and,

WHEREAS, the Director of Public Service has recommended approval of the Vehicle Quote in anticipation of the vehicle purchase to be included in the 2027 Budget.

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

SECTION 1. That the Vehicle Quote of Brown Equipment Company in the amount of Two Hundred Eighty-Five Thousand Seven Hundred Eighty-Five and 24/100 Dollars ($285,785.24) for the purchase of a 800HPR ECO Jetter Truck dated July 15, 2026, is hereby approved and accepted, subject to the final approval and appropriation being made in the 2027 Budget and the Mayor and Director of Finance are hereby authorized to sign said Quote on behalf of the City.

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 vendor should be notified of the City's intent to purchase the truck so as to receive the best possible pricing and therefore this Ordinance should be effective immediately. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2026, as an emergency measure.

_____
President of Council

ATTEST:

_____
Clerk of Council

APPROVED AS TO FORM:

_____
Director of Law

APPROVED:

_____
Mayor

_____
Date

Brown Equipment Company
2501 S Kentucky Ave
Suite 1
Evansville IN 47714
Ph:800-747-2312
www.brownequipment.net

Vehicle Quote

#Q19737

7/15/2026

Bill To

City of Sylvania OH
6730 Monroe St
Sylvania OH 43560
United States

Ship To

City of Sylvania OH
5509 Harroun Rd
Sylvania OH 43560
United States

TOTAL

$285,785.24

Sales Rep: Adam B Nelson

Expires	PO #	Quote Information	Shipping Method
11/27/2026		800HPR ECO JETTER TRUCK	BEC EMPLOYEE DELIVERY

Item	Description	Qty	Price	Extended Price
SEWER-800-HPR-ECO IV JETTER TRUCK	Sewer Equipment Company of America MODEL: 800-HPR-ECO Series IV Jetter Truck Freightliner M2-106 NEW BUILD - SEE ATTACHED BUILD SHEET FOR SPECS FREIGHT INCLUDED	1	$317,358.00	$317,358.00
SOURCEWELL ALLOWANCE	SEWER EQUIPMENT SOURCEWELL CONTRACT# 122017-SCA CUSTOMER SOURCEWELL ACCOUNT#89000 Sourcewell Discount (3% Discount of MODULE only) *To be legally recognized as a Sourcewell order, customer PO must clearly reference their Sourcewell membership number.	1	($6,572.76)	($6,572.76)
BEC SALES ALLOWANCE - UNDERGROUND	STOCK/DEMO DISCOUNT	1	($25,000.00)	($25,000.00)

Payment Information

A 3% fee will be applied to credit card transactions process through our system. Please note that this fee will only be applied to credit card transactions, and all other payment methods will remain without any additional fees, including the option to pay via ACH. For inquiries about this update or assistance with setting up ACH payments, please contact ar@brownequipment.net.

Subtotal	$285,785.24
Tax (0%)	$0.00
Total	$285,785.24



PHOTO FOR REFERENCE ONLY. QUOTED UNIT MAY DIFFER

THANK YOU FOR CHOOSING BROWN EQUIPMENT COMPANY

1590 Dutch Road I Dixon, IL 61021

p 815.835.5566 I f 815.284.5600

www.SewerEquipment.com

July 15, 2026		**PO#**	
		Product Class:	
Payment Terms:		**REV:**	
Distributor:	**BROWN EQUIPMENT COMPANY**	**WO#**	
Salesman:			
End User:	**CITY OF SYLVANIA OHIO**		
Address:			
City, State, Zip:			
Phone:			
Contact:			
Email:			

800-HPR ECO Series IV Truck Jet

Rear Compartment Options:

- Giant 65 GPM @ 2000 PSI w/30 Min Run Dry Capability
- Hydrostatic Drive Via Trans Power PTO
- Hydraulic Pressure Guage
- Lighted NEMA 4 Control Panel
- Tachometer / Hour Meter
- Air Purge Valve
- Recirculation System at Highway Speed
- Painted Steel Shroud Enclosure w/3 Roll-Up Doors
- Midship Water Manifold System
- Consolidated Water Drain System
- 80,000 BTU Compartment Heater

Hose Reel & Hose Option:

- Telescoping & Rotating Safety Reel w/700' Capacity of 1" Hose

Tank & Fill:

- 1500 Gallon Duraprolene™ (Black) Water Tank w/10 Year Warranty
- 2.5" Fill System

Truck:

- Mounting to Approved Chassis
- Mudflaps & Aluminum Side Skirting
- Bumper / Hitch Receiver
- Aluminum Underbody Toolboxes (2) Per Side, (1) Rear
- D.O.T. Approved LED Lighting

Nozzles & Accessories:

- 10' Leader Hose
- BB Hose Guide
- Chisel Point Penetrating Nozzle
- Dual Degree Flushing Nozzle
- Finned Nozzle Extension
- Nozzle Rack
- 25' Fill Hose
- Washdown Gun w/25' Ext. Hose
- Upstream Pulley Guide
- Operations, Maintenance, Safety Manuals

BASE UNIT AS OUTLINED ABOVE	**1**
LIST PRICE OF SELECTED OPTIONS:	
LESS PERCENTAGE DISCOUNT (enter % →)	
NET PRICE OF UNIT:	
Factory Supplied Chassis **80966-00-K Freightliner M2 106+**	*Chassis:*
	ESTIMATED FREIGHT:
	ESTIMATED TOTAL:

STANDARD OPTIONS:	**LIST PRICE**	**QTY**	**TOTAL**
REAR COMPARTMENT OPTIONS:			
UPGRADE WATER PUMP TO GIANT 55GPM @ 3,000PSI PLUNGER STYLE TRIPLEX WATER PUMP W/ 30 MINUTE RUN DRY CAPABILITY			
UPGRADE WATER PUMP TO GIANT 80GPM @ 2,000PSI PLUNGER STYLE TRIPLEX WATER PUMP W/ 30 MINUTE RUN DRY CAPABILITY			
UPGRADE WATER PUMP TO GIANT 80GPM @ 2,500PSI PLUNGER STYLE TRIPLEX WATER PUMP W/ 30 MINUTE RUN DRY CAPABILITY		1	
SINGLE PISTON 80GPM @ 2,500PSI WATER PUMP W/ ACCUMULATOR (Not available with Water Heater, Winterization, or Root Foam options.)			
PLUNGER PUMP PULSATION SYSTEM			
UPGRADE TO ENVIORNMENTALLY FRIENDLY HYDRAULIC FLUID (ECOTERRA)			
HYDRAULIC TOOL CIRCUIT - (9.5GPM w/ hand control valve, quick connects, and hydraulic heat exchanger)			
LATERAL LINE CLEANING KIT (300' x 1/2" sewer hose on a stationary reel w/ electric rewind. Includes a dedicated auxiliary cleaning circuit rated at system pressure, a flushing nozzle, and a penetrating nozzle.)			
LATERAL LINE CLEANING KIT (300' x 1/2" sewer hose on a stationary reel w/ variable electric rewind. Includes a dedicated auxiliary cleaning circuit rated at system pressure, a flushing nozzle, and a penetrating nozzle.)			
WASHDOWN SYSTEM W/ 50FT RETRACTABLE HOSE REEL		1	
ADDITIONAL VARIABLE DEGREE WASHDOWN GUN			

400,000 BTU WATER HEATER RATED 12GPM @ SYSTEM PRESSURE - 45°F HEAT RISE (not available w/ winterization system or foaming root control options)			
800,000 BTU WATER HEATER RATED 20GPM @ SYSTEM PRESSURE - 60°F HEAT RISE (not available w/ winterization system or foaming root control options)			
SANITIZING SYSTEM (includes sewer hose clamp on sanitizer nozzle and separate washdown system with 50' of hose and spray nozzle on a retractable reel. not available w/ degreaser option)			
WINTERIZATION SYSTEM (Includes 68 gallon antifreeze tank with reclamation circuit. Not available with water heater or Root Foam Control System options.)			
ROOT FOAM CONTROL SYSTEM (Includes Patented root foaming system w/ touch screen controller and automatic mixing system for air, water and foaming agent. Requires chassis to have an air compressor Not available w/ Lateral Line Cleaning Kit, Sanitizing System, Winterization System, Degreaser System, or Water Heater options.)			
ROOT FOAM CONTROL SYSTEM INSTALLATION OF CUSTOMER SUPPLIED SYSTEM (Not available w/ Lateral Line Cleaning Kit, Sanitizing System, Winterization System, Degreaser System, or Water Heater options.)			
DEGREASER SYSTEM (includes 15 gallon tank. not available w/ sanitizing system)			
UPGRADE TO ALUMINUM SHROUD			
ALUMINUM FIXED OVERHEAD CANOPY - 2' EXTENSION			
ELECTRIC OVERHEAD CANOPY - 8' EXTENSION			
DEDUCT TO REMOVE COMPARTMENT HEATER			
POLAR PACK INSULATION SYSTEM (Includes a sealed underbelly and insulated walls.)			
HOSE REEL AND HOSE OPTIONS:			
HIGH CAPACITY HOSE REEL (1,000' x 1" sewer hose)			
TESTING FEE (for units ordered without sewer hose)			
3/4" ID X 3,000 PSI OPERATING PRESSURE - PER FT			
1" ID x 2,500 PSI OPERATING PRESSURE - PER FT		600	
1" ID x 3,000 PSI OPERATING PRESSURE - PER FT			
AUTOMATIC LEVELWIND W/ HYDRAULIC UP/DOWN ACTION		1	
MANUAL LEVELWIND FOOTAGE COUNTER (not compatable with auto-levelwind option)		1	
DIGITAL REFERENCE DISTANCE METER ±10% ACCURACY			
DIGITAL 'SMART COUNTER' FOOTAGE METER ±3% ACCURACY			
DUAL REEL OPTIONS:			
DUAL HOSE REEL (600' x 1" or 900' x 3/4" capacity on main reel and 600' x 3/4" or 1000' x 5/8" capacity on aux reel. Includes 2 additional nozzles and nozzle rack.)			
HIGH CAPACITY DUAL HOSE REEL (1,000' x 1" capacity on main reel and 1,000' x 3/4" capacity on aux reel. Includes 2 additional nozzles and nozzle rack.)			
DUAL HOSE REEL W/ PLATFORM (1,000' x 1" capacity on hose reel, platform 25" wide)			
DUAL AUTOMATIC LEVELWIND W/ HYDRAULIC UP/DOWN ACTION			
1/2" ID X 4,000 PSI OPERATING PRESSURE - PER FT			
5/8" ID X 4,000 PSI OPERATING PRESSURE - PER FT			
3/4" ID X 2,500 PSI OPERATING PRESSURE - PER FT			
DIGITAL REFERENCE DISTANCE METER FOR DUAL REEL UNITS ±10% ACCURACY			
DIGITAL 'SMART COUNTER' FOOTAGE METER FOR DUAL REEL UNITS ±3% ACCURACY			
TANK & FILL OPTIONS:			
DECREASE TO 1,000 GALLON DURAPROLENE™ (BLACK) WATER TANK W/ 10 YEAR WARRANTY			
UPGRADE TO FULLY BAFFLED 2,000 GALLON DURAPROLENE™ (BLACK) WATER TANK W/ 10 YEAR WARRANTY			
UPGRADE TO FULLY BAFFLED 2,500 GALLON DURAPROLENE™ (BLACK) WATER TANK W/ 10 YEAR WARRANTY			
UPGRADE TO FULLY BAFFLED 3,000 GALLON DURAPROLENE™ (BLACK) WATER TANK W/ 10 YEAR WARRANTY			
UPGRADE TO LOW PROFILE FULLY BAFFLED 1,500 GALLON DURAPROLENE™ (BLACK) WATER TANK W/ 10 YEAR WARRANTY (reduces overall height by 8")			
FILL HOSE STORAGE RACK		1	
CONTINUOUS FILL SYSTEM			
2" WYE-STRAINER ON INLET FILL SYSTEM			
TANK ACCESS LADDER			

ELECTRICAL & LIGHTING:			
LED COMPARTMENT LIGHT		1	
LED TOOLBOX LIGHTING			
LED MANHOLE AREA WORK LIGHT MOUNTED ON HOSE REEL			
LED WORK LIGHT PACKAGE (4 lights total - 1 light right side of shroud, 1 light left side of shroud, and 2 lights on rear)		1	
LED AMBER STROBE LIGHT MOUNTED ON TOP OF HEATED COMPARTMENT			
LED STROBE LIGHT PACKAGE (8 lights total - 2 lights in grill, 2 lights right side of shroud, 2 lights left side of shroud, and 2 lights on rear)		1	
LED ARROW STICK		1	
LED ARROW BOARD			
HAND-HELD WIRELESS LED SPOTLIGHT (rechargable with 12v and 110v and includes storage bracket)			
12VDC POWER OUTLET		1	
DC/AC 2000W PURE SINE WAVE POWER INVERTER (inverter mounted in cab w/ 1 GFCI power outlet in cab and 1 GFCI power outlet at midship on curbside of unit)			
WIRELESS REMOTE PENDANT CONTROL (w/ hose reel payout/retreive, throttle up/down, water on/off, water pressure up/down, hose reel speed up/down, water pressure display, and kill switch)		1	
WIRELESS REMOTE ALARM (buzzer alarm sounds when truck is taken out of neutral with remote not in charging dock)			
PAINT:			
SHROUD - UNPAINTED ALUMINUM OR STEEL PAINTED WHITE (specify custom color in special options) HOSE REEL & UPRIGHT - STANDARD SEWER BLUE (specify custom color in special options) FRAME & FENDERS - STANDARD BLACK (not customizable) SHROUD DECAL - STANDARD SEWER BLUE (specify custom color in special options)			
CONTACT FACTORY FOR METALLIC PAINT AND CLEAR COAT OPTIONS			
TRUCK MOUNTING AND TOOL STORAGE OPTIONS:			
NON-STOCK CHASSIS MOUNTING ALTERATIONS			
AIR PURGE SYSTEM (powered via chassis air system)		1	
HYDROSTATIC FRONT CRACKSHAFT DIRECT DRIVE (requires chassis to have front frame rail extensions and FEPTO drive option)			
ADJUSTABLE FRONT SPRAY NOZZLE (not available with lateral cleaning kit option)			
REAR BACKUP CAMERA W/ 7" COLOR MONITOR MOUNTED IN CAB		1	
REAR BACKUP CAMERA W/ BLIND SPOT CAMERAS AND 7" COLOR MONITOR MOUNTED IN CAB			
REAR DOOR ACCESS (step mounted on rear bumper and grab handle on shroud)			
TOW PACKAGE (10,000 lbs. maximum towing capacity with Reese style receiever, brake controller, and 7 pin RV type receptical. Subject to chassis approval.)		1	
TOW PACKAGE (20,000 lbs. maximum towing capacity with combination heavy duty ball hitch, brake controller, and 7 pin RV type receptical. Subject to chassis approval.)			
SIX 28" D.O.T. SAFETY CONES AND HOLDER		1	
LONG HANDLE TOOL STORAGE (two 4" tubes behind lockable shroud door)		1	
ROOT CUTTER MAINTENANCE BOX (mounted inside underdeck toolbox)			
MANUALS & TRAINING:			
ADDITIONAL JETTING OPERATIONS, MAINTENANCE, AND SAFETY MANUALS			
TRAINING AT CUSTOMER'S LOCATION (1 day)			
TRAINING AT CUSTOMER'S LOCATION (additional day)			
SEWER UNIVERSITY FOR 800 MODELS			

NOZZLES & ACCESSORIES:

MINI MISSILE NOZZLE			
PATRIOT II ROOT CUTTER KIT W/ CONCAVE SAWS			
1/2" X 25' LEADER HOSE (in lieu of standard 10')			
3/4" X 25' LEADER HOSE (in lieu of standard 10')			
1" X 25' LEADER HOSE (in lieu of standard 10')			
STOCK 1" HOSE PATCH KIT (Includes 5 swage tool, swage fitting, hose die, 5 hose mender, and hose pusher)			
1/2" HIGH EFFICIENCY DUMP GUN			
GREASE GUN KIT (Includes grease gun, 2 grease tubes, and mount)			
WHEEL CHOCKS (stored in toolbox)			

SPECIAL ITEMS:

Non-Stock Chassis

Make: **Year:** **Model:** **VIN:**

SIGNATURE DATE

Please return a signed copy to bigequipment@SewerEquipment.com

Brown Equipment Company
2501 S Kentucky Ave
Evansville IN 47714
Ph:800-747-2312
www.brownequipment.net

Vehicle Quote

#Q19737

7/15/2026

FINAL INVOICE AMOUNT MAY BE SUBJECT TO ADDITIONAL MATERIAL AND MANUFACTURING SURCHARGES INCLUDING ANY TARIFFS THAT MAY ARISE. THIS ESTIMATE DOES NOT INCLUDE APPLICABLE TAXES. CUSTOMER IS RESPONSIBLE FOR ALL APPLICABLE FEDERAL, STATE AND LOCAL TAXES. WE HEREBY ORDER THE DESCRIBED MATERIAL SUBJECT TO ALL TERMS AND CONDITIONS OF THIS ESTIMATE.

PLEASE NOTE THAT A RESTOCKING FEE AND SHIPPING COSTS MAY BE ADDED TO ELIGIBLE PART RETURNS.

THANK YOU FOR CHOOSING BROWN EQUIPMENT COMPANY

Brown Equipment Company
2501 S Kentucky Ave
Evansville IN 47714
Ph:800-747-2312
www.brownequipment.net

Vehicle Quote

#Q19737

7/15/2026

TERMS AND CONDITIONS

1. **ACCEPTANCE.** This quotation is an offer to sell products (equipment and/or parts) and/or service to potential customer(s). BUYER'S RIGHT TO ACCEPT THIS OFFER IS LIMITED TO BUYER'S ASSENT TO THE TERMS AND CONDITIONS PRINTED HEREON AND THE ATTACHED OR ACCOMPANYING QUOTE, AND NO TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE IN THIS OFFER ARE BINDING ON SELLER. THERE ARE NO UNDERSTANDINGS, TERMS, CONDITIONS OF WARRANTIES NOT FULLY EXPRESSED HEREIN.
2. **LIMITED WARRANTIES.** Seller warrants that it can convey good title to the goods sold under this contract and that they are free of liens and encumbrances. Warranties are per manufacturer's written warranty or unless specified. There are no warranties, express or implied with respect to products sold hereunder which are misused, abused, or used in conjunction with mechanical equipment improperly designed, used or maintained or which are used, supplied for use or made available for use in any nuclear application of which Seller has not been notified in writing by Buyer at the time of order for the products sold hereunder. SELLER MAKES NO OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE ARE DISCLAIMED BY SELLER AND EXCLUDED FROM THIS CONTRACT.
3. **LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY.** Seller's liability hereunder shall be limited to the obligation to repair or replace only those products proven to have been defective in material or workmanship at the time of delivery, or allow credit, at its option. Seller's total cumulative liability in any way arising from or pertaining to any product sold or required to be sold under this contract shall NOT in any case exceed the purchase price paid by Buyer for such products. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, LOST PROFITS, CLAIMS FOR LABOR, OR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY TYPE, WHETHER BUYER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE. IT IS EXPRESSLY AGREED THAT BUYER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES.
4. **LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY FOR FAILURE OR DELAY IN DELIVERY.** NO DELIVERY DATES ARE GUARANTEED. BUYER'S SOLE AND EXCLUSIVE REMEDIES AND SELLER'S ONLY LIABILITY FOR ANY DELAY IN DELIVERY SHALL BE LIMITED AS SET FORTH IN PARAGRAPH 3 OF THIS CONTRACT.
5. **FORCE MAJEURE.** In any event and in addition to all other limitations stated herein, Seller shall not be liable for any act, omission, result or consequence, including but not limited to any delay in delivery or performance, which is (i) due to any act of God, the performance of any government order, any order bearing priority rating or order placed under any allocation program (mandatory or voluntary) established pursuant to law, local labor shortage, fire, flood or other casualty , governmental regulation or requirement, shortage or failure or raw material, supply, fuel, power or transportation, breakdown of equipment, or any cause beyond Seller's reasonable control whether of similar or dissimilar nature to those above enumerated, or (ii) due to any strike, labor dispute, or difference with workers, regardless of whether or not Seller's is capable of settling any such labor problem.
6. **BUYER'S OBLIGATION TO PASS ON LIMITATION OR WARRANTIES AND REMEDIES.** In order to protect Seller against claims by Buyer's buyer, if Buyer resells any of the goods purchased under this agreement, Buyer shall include the language contained in paragraphs 2 and 3 of this agreement, dealing with Seller's limitations of warranties and remedies, in an enforceable agreement with Buyer's buyer, or otherwise include language in an enforceable agreement with its buyer that makes Seller's limitation of warranties and remedies binding on its buyer. Buyer shall also include a provision in its agreement with its buyer applying Indiana law to any claims its buyer might assert against Seller with respect to goods repaired, manufactured or sold by Seller, and requiring its buyer to bring any such action against Seller either in federal district court in Evansville, IN or the common pleas court for Vanderburgh County, Indiana. Buyer shall defend, indemnify and hold Seller harmless from any and all claims, causes of action, damages, losses or expenses (including reasonable attorneys' fees) that Seller incurs by reason of Buyer's failure to comply with this paragraph.
7. **PASSAGE OF TITLE.** Except with respect to title for vehicles that have a certificate of title or for equipment vehicles for which the full purchase price has not been paid, title to the products sold hereunder shall pass upon delivery to the carrier at the point of shipment. Neither Buyer nor the consignee shall have the right to divert or re-consign such shipment to any destination other than specified in the bill of lading without permission of the Seller. Unless otherwise agreed, Seller reserves the right to select the mode of transportation. With respect to title for vehicles that have a certificate of title or vehicles for which the full purchase price has not been paid to the Seller, title will only transfer on the delivery of the certificate of title and payments due from the Buyer to the Seller has been paid in full. After the Buyer takes possession of a piece of equipment from the Seller, the risk of loss passes to the Buyer regardless of whether the legal title is transferred to the Buyer. Buyer will indemnify and save harmless the Buyer with respect to any losses, damages, or claims related to the vehicle(s) after the Buyer receives possession of the vehicle(s), including any attorney's fees or costs associated with the indemnity or the enforcement of the Seller's rights herein.

THANK YOU FOR CHOOSING BROWN EQUIPMENT COMPANY

8. **PAYMENTS AND LATE CHARGES ON PAST DUE ACCOUNTS.** Buyer represents that Buyer is solvent and can and will pay for the products sold to Buyer in accordance with the terms hereof. If Buyer shall fail to comply with any provision or to make payments in accordance with the terms of this contract or any other contract between Buyer and Seller, Seller may at its option defer shipments or, without waiving any other rights it may have, terminate this contract. All deliveries shall be subject to the approval of Seller's Credit Department. Seller reserves the right, before making any delivery, to require payment in cash or security for payment, and if Buyer fails to comply with such requirement, Seller may terminate this contract. A late charge of 1-½% monthly (18% annual rate) or the maximum allowed by state law, if less, will be imposed on all past due accounts.
9. **TRANSPORTATION CHARGES.** Delivered prices or prices involving competitive transportation adjustments shall be subject to appropriate adjustment to reflect changes in transportation charges.
10. **CLAIMS BY BUYER.** Buyer shall thoroughly inspect products sold under this contract immediately upon receipt to verify for itself that they conform to the specifications of the contract. Buyer must notify Seller of claims for failure or delay in delivery within 30 days after the scheduled delivery date. Buyer must notify Seller of any claims for nonconforming or defective goods within 30 days after the nonconformity or defect was or should have been discovered. In addition, Seller must be given an opportunity to investigate the claim before Buyer disposes of the material, or else Buyer's claim will be barred. Seller shall incur no liability for damage, shortages, or other cause alleged to have occurred or existed at or prior to delivery to the carrier unless the Buyer shall have entered full details thereof on its receipt to the carrier.
11. **MECHANICAL PROPERTIES; CHEMICAL ANALYSES.** Data referring to mechanical properties or chemical analysis are the result of tests performed on specimens obtained from specific locations of the product(s) in accordance with prescribed sampling procedures; any warranty thereof is limited to the values obtained at such locations and by such procedures. There is no warranty with respect to values of the materials at other locations.
12. **PATENTS.** Seller shall indemnify Buyer against attorneys' fees and any damages or costs awarded against Buyer in the event any legal proceeding is brought against Buyer by a third person claiming the material delivered hereunder in itself constitutes an infringement of any U.S. patent, provided Buyer gives Seller prompt notice of any such suit being brought, gives Seller the opportunity to defend any such suit, and cooperates with Seller with respect to any such defense; unless the material is made in accordance with material designs, or specifications required by Buyer, in which case Buyer shall similarly indemnify Seller.
13. **PERMISSIBLE VARIATIONS.** The products sold hereunder shall be subject to Seller's standard manufacturing variations, tolerances and classifications.
14. **TECHNICAL ADVICE.** Buyer represents that it has made its own independent determination that the products it is purchasing under this contract meet the design requirements of Buyer's project and are suitable for Buyer's intended application. Buyer further represents that it has not relied in any respect on any written or oral statements or advice from Seller, other than the standard product specifications set forth in the most recent addition of Seller's published product brochures, in making that determination.
15. **TAXES.** Any applicable sales, excise and/or use taxes, if any, due under the laws of any state, any local government authority, or the federal government of the United States, in connection with the purchase and sale of any equipment, parts, and/or services shall be the responsibility of the Buyer.
16. **BUYER'S RIGHT OF TERMINATION.** Buyer may terminate this contract in whole or in part upon notice in writing to Seller. Seller shall thereupon cease work and transfer to Buyer title to all completed and partially completed products and to any raw materials or supplies acquired by Seller especially for the purpose of performing this contract, and Buyer shall pay Seller the sum of the following: (1) the contract price for all products which have been completed prior to termination; (2) the cost to Seller of the material or work in process as shown on the books of Seller in accordance with the accounting practice consistently maintained by Seller plus a reasonable profit thereon, but in no event more than the contract price; (3) the cost f.o.b. Seller's plant of materials and supplies acquired especially for the purpose of performing this contract; and (4) reasonable cancellation charges, if any, paid by Seller on account of any commitment(s) made hereunder.
17. **SELLER'S RIGHT OF TERMINATION.** In addition to the other rights of termination provided for in this contract, and if this contract is made pursuant to any governmental rule or regulation, plan, order or other directive, upon the termination thereof, Seller shall have the option of canceling this contract in whole or in part.
18. **WAIVER.** Failure or inability of either party to enforce any right hereunder shall not waive any right in respect to any other or future rights or occurrences.

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19. **DELIVERY.** Unless otherwise agreed to in writing by the Seller, the Buyer hereby agrees to take delivery of the materials on this order within the later of five (5) days after the wanted date shown on the face of the order or within five (5) days after notification, oral or written, that the materials are ready for shipment. In the event that the Buyer does not arrange to take delivery of the materials in accordance with this Contract, Seller, at Seller's option, may:
    (a) invoice the Buyer for the materials less freight if applicable; store the material in Seller's yard for a period not to exceed sixty (60) days from the date of invoice; charge a storage fee not to exceed 5% per month or fraction thereof of the selling price of the stored materials; add any applicable price increases listed on the face of the order; charge for any repair work to protective coatings harmed by weathering while such material is being stored; and charge applicable freight when shipment to the Buyer is made. Materials remaining in storage after sixty (60) days from the invoice date shall become the property of the Seller for disposition at the Seller's discretion. In that event, Buyer shall not be liable for the invoice price of the materials, but shall be liable for the storage fee and any repair work to protective coatings; or
    (b) cancel the order and invoice the Buyer for cancellation charges, which shall be 50% of the selling price of the materials if the materials are standard, in- stock material, or the full selling price if the materials are special or nonstandard in nature and were especially fabricated for the Buyer.
20. **PERIOD OF LIMITATIONS.** Buyer and Seller agree that any action by Buyer against Seller for a breach of this contract, including any action for breach of warranty, or otherwise in connection with the goods sold under this contract, must be commenced by Buyer against Seller within one year after the cause of action therefore accrues.
21. **CONFLICTING PROVISIONS OFFERED BY BUYER.** Any terms and conditions of any purchase order or other instrument issued by the Buyer, in connection with the subject matter of this document, which are in addition to or inconsistent with the terms and conditions expressed herein, will not be binding on Seller in any matter whatsoever unless accepted by Seller in writing.
22. **SEVERABILITY.** In case any provision of this contract shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
23. **APPLICABLE LAW.** This contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Indiana. Buyer and Seller specifically agree that any legal action brought relating to this contract will be brought and tried in the federal district court in Evansville, Indiana, or, in the absence of jurisdiction, the Vanderburgh County Court of Common Pleas in Evansville, IN.

_____ _____

Name(Printed) **Signature**

_____ _____

Title **Date**

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RESOLUTION NO. 18-2026

RE-APPOINTING BRIAN KEZUR TO THE BOARD OF TRUSTEES OF SYLVANIA AREA JOINT RECREATION DISTRICT ("SAJRD") FOR A TERM EXPIRING DECEMBER 31, 2029; AND DECLARING AN EMERGENCY.

WHEREAS, Resolution No. 3-2019, passed January 7, 2019, appointed Brian Kezur to the Board of Trustees of Sylvania Area Joint Recreation District ("SAJRD") to fill the unexpired term of Greg Feller, for a term expiring December 31, 2020; and,

WHEREAS, Resolution No. 28-2020, passed by Sylvania City Council on December 21, 2020, re-appointed Brian Kezur to the SAJRD Board, for a term expiring December 31, 2023; and,

WHEREAS, Resolution No. 17-2023, passed by Sylvania City Council on November 20, 2023, re-appointed Brian Kezur to the SAJRD Board, for a term expiring on December 31, 2026; and,

WHEREAS, Mr. Kezur has expressed his interest in continuing to serve on the SAJRD Board of Trustees; and,

WHEREAS, Mr. Kezur has been a valuable asset to the SAJRD Board and should be re-appointed for a term commencing January 1, 2027 and expire December 31, 2029.

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

SECTION 1. That Brian Kezur is hereby re-appointed to the Board of Trustees of Sylvania Area Joint Recreation District for a term expiring December 31, 2029.

SECTION 2. That the Clerk of Council be, and she hereby is, directed to certify a copy of this Resolution to Sylvania Area Joint Recreation District.

SECTION 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this

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

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

SECTION 5. That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the reason that an open position on the Board of Trustees of the Sylvania Area Joint Recreation District required to be filled now so that said Board will be fully constituted at the earliest possible time. Provided this Resolution receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote on passage as an emergency: Yeas_____ Nays_____

Passed, _____, 2026, as an emergency measure.

_____
President of Council

ATTEST:

_____
Clerk of Council

APPROVED:

_____
Mayor

_____
Date

APPROVED AS TO FORM:

_____
Director of Law

STAKEHOLDER ENGAGEMENT SESSIONS



YOUR VOICE. OUR COMMUNITY. OUR FUTURE.

Join the conversation.

The Sylvania Area Community Improvement Corporation (CIC) is hosting a series of stakeholder engagement sessions to gather input and help shape the future of economic development in Sylvania. Your perspective is important to this process.

CIC MEMBERSHIP

MONDAY, NOVEMBER 9
4:00PM - 6:00PM
SYLVANIA TOWNSHIP HALL

Who's Invited:
CIC MEMBERSHIP

CIC MEMBERSHIP

WEDNESDAY, DECEMBER 2
4:00PM - 6:00PM
CITY OF SYLVANIA COUNCIL CHAMBERS

Who's Invited:
CIC MEMBERSHIP

PUBLIC ENGAGEMENT

WEDNESDAY, DECEMBER 2
6:30PM - 8:00PM
CITY OF SYLVANIA COUNCIL CHAMBERS

Who's Invited:
PUBLIC

REAL ESTATE/ DEVELOPERS

THURSDAY, DECEMBER 17
4:00PM - 6:00PM
SYLVANIA SCHOOLS ADMIN. BUILDING

Who's Invited:
REALTORS, DEVELOPERS, BUILDERS, ETC.

CIC MEMBERSHIP

WEDNESDAY, JANUARY 6
10AM - 12PM
SYLVANIA TOWNSHIP HALL

Who's Invited:
CIC MEMBERSHIP, REAL ESTATE / DEVELOPERS ALTERNATE

Proudly Partnering With:

THRIVE COMMUNITY PARTNERS™

Questions or More Information?

Oliver Turner
oturner@sylvaniatownship.com
(419) 882-0031

SYLVANIA AREA COMMUNITY IMPROVEMENT CORPORATION

The SACIC has been a force in the community for 45 years with a history of economic development programs, community enhancement projects/studies and business assistance support. The SACIC provides multiple services with the focus on enhancing the vibrancy of the Sylvania area community.

RSVP