

Sylvania City Council
January 5, 2026

6:00 p.m. Public Hearing
SUP-4-2025, William Gross, 5910 Balfour Rd.

6:15 p.m. Organizational Meeting of City Council

6:30 p.m. Council Meeting
Agenda

1. Roll call: Mr. Hansen, Mr. Haynam, Mr. McCann, Mr. Murphy, Mr. Richardson, Ms. Stough, Mrs. Westphal.
2. Pledge of Allegiance to the United States of America led by Ms. Stough.
3. Additions to the agenda.
4. Approval of the Council meeting minutes from December 15, 2025.
5. Proclamation presentation to Bill Sanford for his retirement.
6. Report from Public Hearing held this date on SUP-4-2025, 5910 Balfour Road.
7. Proposed Resolution No. 1-2026, A Resolution designating the Clerk of Council as the Mayor and City Council's designee to attend training programs and seminars about the Public Records Law as required by Ohio Revised Code Section 109.43.
8. Proposed Ordinance No. 1-2026, Amending Part One – Administrative Code of the Codified Ordinances of Sylvania, 1979, as amended, by amending Chapter 121 – Mayor.
9. Proposed Ordinance No. 2-2026, Revising the Administrative, Departmental and Divisional Organization of the City and the Codified Ordinances thereof by repealing Sylvania Codified Ordinance Chapter 126 – Department of Personnel.
10. Proposed Ordinance No. 3-2026, Revising the Administrative, Departmental and Divisional Organization of the City and the Codified Ordinances thereof by amending Sylvania Codified Ordinance Chapter 127 – Department of Public Service.
11. Proposed Ordinance No. 4-2026, Amending Part One – Administrative Code of the Codified Ordinances of Sylvania, 1979, as amended, by amending Chapter 129 – Department of Finance.
12. Proposed Ordinance No. 5-2026, Revising the Administrative, Departmental and Divisional Organization of the City and the Codified Ordinances thereof by amending Sylvania Codified Ordinance Chapter 131n – Department of Law.
13. Proposed Ordinance No. 6-2026, Amending the Codified Ordinances of Sylvania, 1979, as amended by amending Section 139.03(e)(3) to reflect new titles and salaries.

14. Water Storage Tank Maintenance (2025) – Change Order No. 1 (Final).
 - a. Service Director’s letter recommending approval of change order.
 - b. Proposed Ordinance No. 7-2026, Authorizing the Mayor and Director of Finance to approve Change Order No. 1 (Final) to this City’s agreement with L.C. United Painting Company relative to this project.
15. Finance & Utility Billing Software Upgrade – VIP (Software Solutions Inc.).
 - a. Service Director’s letter recommending approval of software upgrade.
 - b. Proposed Ordinance No. 8-2026, Authorizing the Mayor and Director of Finance to enter into a Framework Services, Support and License agreement with Software Solutions relative to this project.
16. Centennial Rd. & Little Rd. Intersection Improvements.
 - a. Service Director’s letter recommending approval of the proposal.
 - b. Proposed Ordinance No. 9-2026, Accepting the proposal of Tetra Tech to provide professional engineering services relative to this project.
17. Pedestrian Hybrid Beacon Replacement Project.
 - a. Service Director’s letter recommending construction contract award.
 - b. Proposed Ordinance No. 10-2026, Accepting the bid of FET Construction Services, LLC and awarding the contract for this project to same.
18. Accessory Structure removal Agreement – Lot Split 3-2025 (8102/8220 Little Road).
 - a. Service Director’s letter recommending approval of agreement.
 - b. Proposed Ordinance No. 11-2026, Authorizing the Mayor and Director of Finance to enter into an Accessory Structure Removal Agreement with Ryan B. Opial relative to this project.
19. Enterprise Content Management Software Upgrade – OnBase (Hyland Software, Inc.)
 - a. Service Director’s letter recommending approval of the agreement amendment.
 - b. Proposed Ordinance No. 12-2026, Authorizing the Mayor and Director of Finance to enter into an Amendment to Underlying License Agreement with Hyland Software, Inc. relative to this project.
20. Vehicle & Equipment Maintenance & Fleet Management Software Platform – Fleetio.
 - a. Service Director’s letter recommending approval of the purchase.
 - b. Proposed Ordinance No. 13-2026, Accepting the proposal of Rarestep, Inc., d/b/a Fleetio relative to this project.
21. Committee reports.
22. Committee referrals.

**PROCEDURE AND AGENDA RECOMMENDED BY THE
DIRECTOR OF LAW FOR THE 6:15 P.M., JANUARY 5, 2026
ORGANIZATIONAL MEETING OF COUNCIL**

1. Mark R. Frye, Mayor, calls the organization meeting of Council to order.
2. Pledge of Allegiance.
3. Michael A. Bonfiglio, Judge of the Sylvania Municipal Court to administer oath of office to Mark R. Frye, Mayor. (A written Oath of Office should also be signed by the Mayor, if not previously done, and the same subsequently filed with the Director of Finance.)
4. Michael A. Bonfiglio, Judge of Sylvania Municipal Court to administer oath of office to those of the following Council Members-Elect who have not previously been sworn in: Marcus Hansen, Shawn Murphy, Patrick Richardson, Mary J. Westphal. (A written Oath of Office, to be provided, should also be signed by each, and the same subsequently filed with the Director of Finance).
5. Moved by _____ and seconded by _____ that Council hereby determines it is duly constituted of elected and qualified members consisting of Marcus Hansen, Douglas G. Haynam, Brian McCann, Shawn Murphy, Patrick Richardson, Lyndsey A. Stough and Mary J. Westphal.
6. Moved by _____ and seconded by _____ that _____ is nominated for election as President of Council. (that nominations be closed and a unanimous ballot be cast in favor of _____ as President of Council). (Or if more than one person is nominated before nominations are closed the Clerk shall provide a ballot to each Member of Council present and the nominee receiving the greatest number of votes shall be deemed to be elected as President of Council).
7. Committee appointments by President of Council (if prepared to make) to be confirmed by Council.
8. Adjournment.

SYLVANIA CITY COUNCIL COMMITTEE ASSIGNMENTS 01/01/2026-12/31/2027

ANNEXATION & ZONING

Doug Haynam, Chair
Marcus Hansen
Lyndsey Stough
Mary Westphal

BUILDINGS & GROUNDS

Lyndsey Stough, Chair
Brian McCann
Shawn Murphy
Patrick Richardson

EMPLOYEE & COMM. RELATIONS

Brian McCann, Chair
Marcus Hansen
Doug Haynam
Patrick Richardson

FINANCE

Mary Westphal, Chair
Marcus Hansen
Doug Haynam
Patrick Richardson

PARKS & FORESTRY

Shawn Murphy, Chair
Doug Haynam
Brian McCann
Lyndsey Stough

SAFETY

Mary Westphal, Chair
Brian McCann
Lyndsey Stough
Marcus Hansen

STREETS

Patrick Richardson, Chair
Doug Haynam
Brian McCann
Shawn Murphy

UTILITIES & ENVIRONMENT

Marcus Hansen, Chair
Shawn Murphy
Patrick Richardson
Mary Westphal

COMMUNITY ORGANIZATIONS

SYLVANIA AREA JOINT RECREATION DISTRICT

Shawn Murphy

HERITAGE SYLVANIA

Lyndsey Stough

SISTER CITIES COMMISSION

Mary Westphal

SYLVANIA COMMUNITY SERVICES

Doug Haynam

SYLVANIA PREVENTION ALLIANCE

Brian McCann

DOWNTOWN SYLVANIA ASSOCIATION

Patrick Richardson

SYLVANIA ARTS COMMISSION

Marcus Hansen

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Minutes of the Meeting of Council
December 15, 2025

The Council of the City of Sylvania, Ohio met in regular session on December 15, 2025 at 7:30 p.m. with Mayor Frye in the chair. Roll was called with the following members present: Marcus Hansen, Doug Haynam, Brian McCann, Shawn Murphy, Patrick Richardson, Lyndsey Stough, Mary Westphal; (7) present; (0) absent.

Roll call:
All present.

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

Pledge of Allegiance.

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

Additions to the agenda.

No additions to the agenda

Agenda approval.

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

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

Approval of Dec. 15, 2025 Council meeting minutes.

Mrs. Westphal presented the December 15, 2025 regular meeting minutes. Mrs. Westphal moved, Mr. Hansen seconded, that since the Mayor, members of Council, and others had been furnished copies of these minutes prior to this meeting, Council dispense with the reading of these minutes at this time, and the journal of the minutes of the regular meeting of December 15, 2025 be approved as written; roll call vote being: Stough, Westphal, Hansen, McCann, Murphy, Richardson, Haynam; (7) yeas; (0) nays. The motion carried.

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

2024 State Audit Award presentation.

Scott Sands, Northwest Regional Liaison with the Ohio Auditor of State, Keith Faber's Office presented the City of Sylvania Finance Department with the 2024 State Audit Award. Finance Director, Toby Schroyer and Mayor Mark Frye accepted the award.

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

Ordinance No. 138-2025, "...Annexation Petition Number 2025-2..."

Mr. Haynam presented and read aloud by title only, proposed Ordinance No. 138-2025, a written copy of same having been previously furnished to each member of Council "Accepting for annexation to the City of Sylvania, Ohio, the territory described in Annexation Petition Number 2025-2 for which Leslie B. Brinning is the agent, and as hereinafter described; providing for the interim zoning of said territory; and declaring an emergency"; Mr. Haynam moved, Mrs. Westphal seconded for passage Ordinance No. 138-2025 as an emergency measure; roll call vote being: Haynam, McCann, Hansen, Westphal, Murphy, Stough, Richardson; (7) yeas; (0) nays. The motion carried.

Minutes of the Meeting of Council
December 15, 2025

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

Mr. McCann presented and read aloud by title only, proposed Ordinance No. 139-2025, a written copy of same having been previously furnished to each member of Council "Amending the Codified Ordinances of Sylvania, 1979, as amended, by amending Part Seventeen – Rate and Fee Schedule; and declaring an emergency"; Mr. McCann moved, Mrs. Westphal seconded for passage Ordinance No. 139-2025 as an emergency measure; roll call vote being: McCann, Hansen, Westphal, Murphy, Haynam, Stough, Richardson; (7) yeas; (0) nays. The motion carried.

Ordinance No.
139-2025, "...
Rate & Fee
Schedule..."

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

Service Director's letter recommending approval of Change Order No. 1 was placed on file. Mr. Richardson presented and read aloud by title only, proposed Ordinance No. 140-2025, a written copy of same having been previously furnished to each member of Council "Authorizing the Mayor and Director of Finance to approve Change Order No. 1 to this City's agreement with Helms and Sons Excavating, Inc. for the Harroun Road and Ravine Drive Intersection Improvement Project; decreasing the contract amount by \$10,313.77; and declaring an emergency"; Mr. Richardson moved, Mrs. Westphal seconded for passage Ordinance No. 140-2025 as an emergency measure; roll call vote being: Stough, McCann, Hansen, Westphal, Murphy, Haynam, Richardson; (7) yeas; (0) nays. The motion carried.

Ordinance No.
140-2025, "...
Change Order
No. 1...Helms &
Sons...Harroun
& Ravine..."

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

Service Director's letter requesting approval of MOU was placed on file. Mr. Hansen presented and read aloud by title only, proposed Ordinance No. 141-2025, a written copy of same having been previously furnished to each member of Council "Authorizing the Mayor and Director of Finance of the City of Sylvania, Ohio, to enter into a Memorandum of Understanding with the Toledo Metropolitan Area Council of Governments ("TMACOG") for the Storm Water Coalition 2026 Mass Media Campaign; appropriating \$871.81 therefore; and declaring an emergency; Mr. Hansen moved, Ms. Stough seconded for passage of Ordinance No. 141-2025 as an emergency measure; roll call vote being: Hansen, Haynam, Murphy, Stough, Westphal, McCann, Richardson; (7) yeas; (0) nays. The motion carried

Ordinance No.
141-2025, "...
MOU with
TMACOG...
Storm water...
2026 Mass
Media
Campaign..."

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December 15, 2025

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

Service Director's letter recommending approval of change order was placed on file. Mr. Hansen presented and read aloud by title only, proposed Ordinance No. 142-2025, a written copy of same having been previously furnished to each member of Council "Authorizing the Mayor and Director of Finance to approve Change Order No. 1 (Final) to this City's agreement with Ohio Excavating & Sewer Contractors Corp. for the 6339 Monroe Street Storm Sewer Replacement Project to provide for an additional scope of work item; increasing the contract amount by \$4,200; appropriating funds therefore; and declaring an emergency; Mr. Hansen moved, Mr. Haynam seconded for passage of Ordinance No. 142-2025 as an emergency measure; roll call vote being: Murphy, Stough, Westphal, McCann, Richardson, Haynam, Hansen; (7) yeas; (0) nays. The motion carried.

Ordinance No.
142-2025, "...
Change Order
No. 1 (Final)...
Ohio
Excavating...
6339 Monroe
Street Storm
Sewer..."

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

Service Director's letter requesting authorization to apply and purchase equipment was placed on file. Mr. Murphy presented and read aloud by title only, proposed Resolution No. 21-2025, a written copy of same having been previously furnished to each member of Council "A Resolution authorizing the Mayor and Director of Finance to file a grant application with the Ohio Bureau of Worker's Compensation to assist with the purchase of an articulating aerial boom lift; and declaring an emergency; Mr. Murphy moved, Mrs. Westphal seconded for passage of Resolution No. 21-2025 as an emergency measure; roll call vote being: Stough, Westphal, McCann, Murphy, Richardson, Haynam, Hansen; (7) yeas; (0) nays. The motion carried.

Resolution No.
21-2025, "...
OBWC...
Purchase of
Aerial Boom
Lift..."

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

Mr. Richardson moved, Mrs. Westphal seconded to authorize the administration to begin Letters of Interest (LOI) solicitation for Construction Management Services for the Downtown Transportation Improvements Project (Phase 2); roll call vote being: McCann, Stough, Westphal, Murphy, Richardson, Haynam, Hansen; (7) yeas; (0) nays. The motion carried.

LOI Solicitation
for DT Trans.
Project Phase 2.

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

Mr. Richardson moved, Ms. Stough seconded to authorize the administration to begin Letters of Interest (LOI) solicitation for Construction Management Services for the Pedestrian Hybrid Beacons Project; roll call vote being: McCann, Murphy, Stough, Westphal, Richardson, Haynam, Hansen; (7) yeas; (0) nays. The motion carried

LOI Solicitation
for PHB Project.

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

Mrs. Westphal presented and read aloud by title only, proposed Ordinance No. 143-2025, a written copy of same having been previously furnished to each member of Council "To make certain adjustments to account allocations within the fund appropriations for the fiscal year ending December 31, 2025; and declaring an emergency; Mrs. Westphal moved, Mr. Hansen seconded for passage of Ordinance No. 143-2025 as an emergency measure; roll call vote being: Richardson, Murphy, Stough, McCann, Westphal, Haynam, Hansen; (7) yeas; (0) nays. The motion carried

Ordinance No.
143-2025, "...
Adjustments to
Account
Allocations...
12/31/2025..."

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

Mrs. Westphal presented and read aloud by title only, proposed Ordinance No. 144-2025, 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 Certificates by the Finance Director and the payment of amounts due for various purchase orders; and declaring an emergency; Mrs. Westphal moved, Mr. Hansen seconded for passage of Ordinance No. 144-2025 as an emergency measure; roll call vote being: Murphy, Stough, McCann, Westphal, Richardson, Haynam, Hansen; (7) yeas; (0) nays. The motion carried

Ordinance No.
144-2025, "...
Then & Now
Certificates..."

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

Mr. McCann presented and read aloud by title only, proposed Ordinance No. 145-2025, a written copy of same having been previously furnished to each member of Council "Making certain position and compensation pay plan changes, making certain salary, wage and other service compensation adjustments to the Codified Ordinances of Sylvania, 1979, as amended, and other ordinances; by granting pay increases to the appointed officials whose titles are listed in Section 139.03(e)(3), by granting a four

Ordinance No.
145-2025, "...
Position &
Compensation
Pay Plan
Changes..."

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percent (4%) pay increase to all non-union city employees and court employees whose positions are included in the list of occupational titles of Section 139.02(a) of the Codified Ordinances of Sylvania which increase is reflected in the Annual Wage Rate Schedule 4 of Section 139.10(D) of the Sylvania Codified Ordinances; by granting pay increases for some of the employees in the Labor and Trades Supervision Group; and declaring an emergency”; Mr. McCann moved, Mr. Murphy seconded for passage Ordinance No. 145-2025 as an emergency measure; roll call vote being: McCann, Hansen, Westphal, Murphy, Haynam, Stough, Richardson; (7) yeas; (0) nays. The motion carried.

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

Mrs. Westphal moved, Mr. McCann seconded to set the Sylvania City Council Organizational Meeting for Monday, January 5, 2026 at 6:15 p.m. in City Council Chambers, 6635 Maplewood Avenue, Sylvania, Ohio; roll call vote being: Murphy, Richardson, Westphal, Stough, McCann, Hansen, Haynam; (7) yeas; (0) nays. The motion carried.

Set City Council
Organizational
meeting for
1/5/26 at 6:15pm.

Mayor Frye stated that all items have been addressed.

Mrs. Westphal moved, Mr. McCann seconded to adjourn at 8:16 p.m. Roll call vote being: Westphal, Hansen, McCann, Murphy, Stough, Richardson, Haynam; (7) yeas; (0) nays.

Adjournment.

Clerk of Council

Mayor

Bill joined the City of Sylvania in February, 2010 as the Director of Economic Development and Administrative Services; and,

WHEREAS: he represented the City in local and regional economic development organizations; Sylvania Area Community Improvement Corporation (SACIC), and Northwest Ohio Regional Economic Development (NORED); and,

WHEREAS: Bill worked on many local projects including the South of Monroe Development (SOMO) and helped establish a Joint Economic Development District (JEDD) with Sylvania Township; and,

WHEREAS: he served on the Sylvania Area Chamber of Commerce Board, Criminal Justice Coordinating Council of NW Ohio, TMACOG Communications Committee, and is a member and Past President of Sylvania Rotary.

NOW, THEREFORE, I, Mark Frye, Mayor, do hereby proclaim January 9, 2026 as:

WILLIAM SANFORD DAY

in the City of Sylvania and encourage all citizens to join in honoring his dedication and service to the Sylvania community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Sylvania to be set this 9th day of January, 2026.

Mark Frye, Mayor
City of Sylvania, State of Ohio

6

PETITION FOR ZONING ORDINANCE AMENDMENT

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

SUP-4-2025
Application No.

Date 10-27-25

Petitioner Name(s): William Gross

Petitioner Address: 2753 Centennial Rd Toledo, oh 43617

Email: wgross54@yahoo.com

Telephone: 567-868-3501

Location of property for which zoning amendment is requested:

5910 Balfour Rd, Sylvania Oh 43560

Purpose of amendment request: Put up a open carport because it has no garage

Current Zoning: R-2

Requested Zoning: R-2 Special use

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

Attachments:

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

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

By:



William Gross

Date referred by Council: NOV. 3, 2025

Date of Commission Action: NOV. 12, 2025

Date of Council Action: _____

Action: _____

For Office Use Only

Date: 10/28/25

Check #: _____

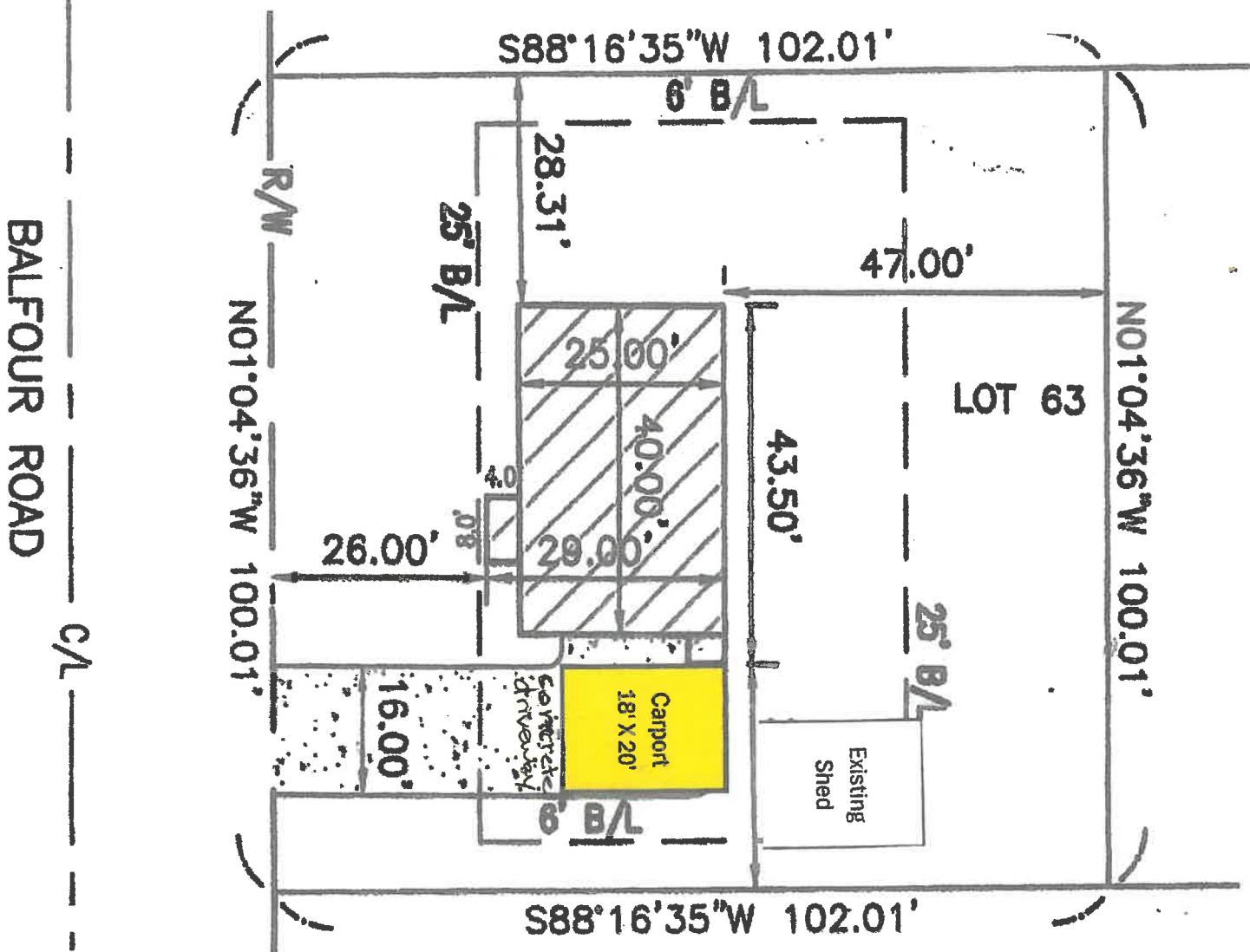
Cash: 300.00

Fee: \$ 300.00

Paid Recd

PLOT PLAN
LOT #63 REVISED PLAT OF SYLVANSIDE
CITY OF SYLVANIA, LUCAS COUNTY, OHIO
PREPARED FOR AND AT THE REQUEST OF:
HOME SOLUTIONS OF MAUMEE VALLEY

Legal Desc. **SYLVANSIDE REVSD PLT LOT 63 W 102 FT**
 Certified Delinquent Year
 Census Tract **81**



3: R-2

= 25'

= 25'

= 6' MIN.

B/L = BUILDING LINE



SYLVANIA CITY COUNCIL PUBLIC HEARING

Notice is hereby given that a Public Hearing will be held before the Sylvania City Council in City Council Chambers, 6635 Maplewood Ave., Sylvania, Ohio 43560 on **Monday, January 5, 2026, at 6:00 p.m.**, to discuss Petition for Zoning Ordinance Amendment SUP-4-2025, from William Gross, to install an open carport at 5910 Balfour Road, Sylvania, Ohio 43560, and any person or persons interested in providing testimony, may be heard.

By Order of the Council of the City of Sylvania, Ohio.
Laura Smith, Clerk of Council

79 words	
20 words @	\$10.00
59@40¢	23.60
Frame	5.00
 Total	 \$ 38.60

MAILING LIST FOR SUP-4-2025 – Mailed Public Hearing Notices on 12/2/2025

Property Address - 5921 ACRES RD SYLVANIA OH 43560 – Owner - ZIELINSKI, DENISE A

Property Address - 5911 BALFOUR RD SYLVANIA OH 43560 – Owner – KIRSOPP, ADAM F ETAL
(ORSURVTC)

Property Address - 5901 BALFOUR RD SYLVANIA OH 43560 – Owner - SIGNATURE ESTATE ENTERPRISES
LLC

Property Address - 5900 BALFOUR RD SYLVANIA OH 43560 – Owner – HUFFMAN, RYAN & SARAH (OR
SURVTC)

Property Address - 5901 ACRES RD SYLVANIA OH 43560 – Owner – MCMAHON, JAMES

7

RESOLUTION NO. 1-2026

A RESOLUTION DESIGNATING THE CLERK OF COUNCIL AS THE MAYOR AND CITY COUNCIL'S DESIGNEE TO ATTEND TRAINING PROGRAMS AND SEMINARS ABOUT THE PUBLIC RECORDS LAW AS REQUIRED BY OHIO REVISED CODE SECTION 109.43; AND DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code Section 109.43 requires that all elected officials, except Judges, attend three hours of training per term of office about the Public Records Law; and,

WHEREAS, the Mayor and all members of Sylvania City Council wish to appoint the Clerk of Council as their designee for the purposes of attending all required training seminars and programs about the Public Records Law as required by Ohio Revised Code 109.43.

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

SECTION 1. That the Clerk of Council is hereby designated as the Mayor and all members of Sylvania City Council's designee for the purposes of attending all training programs and seminars as required by Ohio Revised Code 109.43.

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

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

SECTION 4. That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the Clerk of Council should be designated as the Mayor and all members of Sylvania City Council's designee for the purpose of attending all seminars and training programs required by Ohio Revised Code 109.43 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 measure: Yeas _____ Nays _____

Passed, _____, 2026, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

8

ORDINANCE NO. 1-2026

**AMENDING PART ONE – ADMINISTRATIVE CODE OF THE
CODIFIED ORDINANCES OF SYLVANIA, 1979, AS AMENDED, BY
AMENDING CHAPTER 121 – MAYOR; AND DECLARING AN
EMERGENCY.**

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

SECTION 1. That Section 121.02 – Temporary, Part-Time and Seasonal Employees of the Codified Ordinances of Sylvania, 1979, as amended, be and it is, hereby further amended to read as set forth on the attached “Exhibit A.”

SECTION 2. That Section 121.021 – Communications Manager of the Codified Ordinances of Sylvania, 1979, as amended, be and it is, hereby further amended to read as set forth on the attached “Exhibit B.”

SECTION 3. That Section 121.04 – Authority to Enter into Contracts of the Codified Ordinances of Sylvania, 1979, as amended, be and it is, hereby further amended to read as set forth on the attached “Exhibit C.”

SECTION 4. That Section 121.05 – Electronic or Mechanical Signature of the Codified Ordinances of Sylvania, 1979, as amended, be and it is, hereby further amended to read as set forth on the attached “Exhibit D.”

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

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

SECTION 7. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the amendment to this Chapter should be provided for 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 this 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

121.02 TEMPORARY, PART-TIME AND SEASONAL EMPLOYEES.

The Office of the Mayor shall have an Administrative Assistant to the Mayor, a part-time Communications Manager, a part-time Economic Development Director and all such temporary, part-time and seasonal employees as deemed necessary by the mayor and who may be appointed by the Mayor if funds are appropriated to a specific account to pay such employees in addition to his/her full-time regular employees.

(Ord. _____-2026. Passed _____-2026.)

121.021 COMMUNICATIONS MANAGER.

There is hereby created the part-time position of Communications Manager, which shall be appointed by and be answerable to the Mayor. The Communications Manager shall be responsible for directing and carrying out the City's internal and external communications program, as established by the Mayor, and shall further serve as a liaison between City administration and the community. The Communications Manager shall perform the duties as required and directed by the Mayor.

(Ord. _____-2026. Passed _____-2026.)

121.04 AUTHORITY TO ENTER INTO CONTRACTS.

(a) Consistent with the annual budget passed each year, Council hereby delegates to the Mayor and Director of Finance, the authority to enter into agreements, or otherwise provide for transactions, so long as they conform to the following standards:

- (1) A written record of the agreement or transaction has been retained by the City in accordance with auditing standards and Ohio public records law;
- (2) The subject of the agreement is either:
 - A. A transaction pursuant to which the City will spend not more than the competitive bidding threshold as established in Ohio Revised Code Section 9.17, which is set at Seventy-Nine Thousand Five Hundred Sixty-Seven and 50/100 (\$79,567.50) Dollars for the calendar year 2026, on:
 1. The periodic maintenance of equipment;
 2. The purchase of equipment that is contained in the individual department or division's approved budget;
 3. Software or equipment licenses, technical services or educational services for the Municipality; or
 4. The acquisition of services, commodities, utilities or goods routinely used by the City or other similar municipalities; or
 - B. An agreement in which the City is not incurring any direct contract costs, including but not limited to agreements for cooperative training programs for police officers, and other safety personnel; agreements with other jurisdictions or political subdivisions that provide for cooperative purchasing, mutual aid or the sharing of resources of equipment; and agreements based upon which the City is eligible for rebates, reimbursements or other payment of costs or other amounts incurred by the City.

(b) Individual agreements or transactions that are authorized under this section or otherwise may be paid for by the City under a revolving or other credit arrangement, and the City is authorized to make payments due under such a credit arrangement even where the net payment for the transactions may be in excess of the competitive bidding threshold as established in Ohio Revised Code Section 9.17, which is set at Seventy-Nine Thousand Five Hundred Sixty-Seven and 50/100 (\$79,567.50) Dollars for the calendar year 2026.

(Ord. _____-2026. Passed _____-2026.)

121.05 ELECTRONIC OR MECHANICAL SIGNATURE.

The City of Sylvania authorizes the Mayor and Director of Finance and other employees of the City, who are permitted or required in the performance of their duties to affix their signature on any check, draft, warrant, voucher, agreement, grant application, or other instrument authorized to be signed by the appropriate officer on behalf of the City of Sylvania, to prepare and utilize an electronic signature, in lieu of their manual signature. The individuals specified may affix their manual or electronic signature to the instruments identified so long as they continue to act as officers/employees/elected officials of the City.

(Ord. _____-2026. Passed _____-2026.)

9

ORDINANCE NO. 2-2026

**REVISING THE ADMINISTRATIVE, DEPARTMENTAL AND
DIVISIONAL ORGANIZATION OF THE CITY AND THE CODIFIED
ORDINANCES THEREOF BY REPEALING SYLVANIA CODIFIED
ORDINANCE CHAPTER 126 – DEPARTMENT OF PERSONNEL; AND
DECLARING AN EMERGENCY.**

WHEREAS, the Division of Human Resources has recently been created and established in Sylvania Codified Ordinance Section 131.04 and therefore, Chapter 126 – Department of Personnel should be repealed.

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

SECTION 1. That Chapter 126 – Department of Personnel of the Codified Ordinances of Sylvania, 1979, as amended, be, and the same hereby is, repealed effective January 6, 2026 and thereafter.

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

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2026, as an emergency issue.

President of Council

ATTEST:

Clerk of Council

APPROVED:

Mayor

Date

APPROVED AS TO FORM:

Director of Law

10

ORDINANCE NO. 3-2026

**REVISING THE ADMINISTRATIVE, DEPARTMENTAL AND
DIVISIONAL ORGANIZATION OF THE CITY AND THE CODIFIED
ORDINANCES THEREOF BY AMENDING SYLVANIA CODIFIED
ORDINANCE CHAPTER 127 – DEPARTMENT OF PUBLIC SERVICE;
AND DECLARING AN EMERGENCY.**

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

_____ members elected thereto concurring:

SECTION 1. That Section 127.01 – Director and Deputy Director of the Codified Ordinances of Sylvania, 1979, as amended, be, and the same hereby is, amended to read as set forth on the attached “Exhibit A” effective January 6, 2026 and thereafter.

SECTION 2. That Section 127.02 – Division of Streets of the Codified Ordinances of Sylvania, 1979, as amended, be, and the same hereby is, amended to read as set forth on the attached “Exhibit B” from January 6, 2026 and thereafter.

SECTION 3. That Section 127.04 – Division of Water of the Codified Ordinances of Sylvania, 1979, as amended, be, and the same hereby is, amended to read as set forth on the attached “Exhibit C” from January 6, 2026 and thereafter.

SECTION 4. That Section 127.05 – Division of Sewage of the Codified Ordinances of Sylvania, 1979, as amended, be, and the same hereby is, amended to read as set forth on the attached “Exhibit D” from January 6, 2026 and thereafter.

SECTION 5. That Section 127.17 – Division of Parks and Forestry of the Codified Ordinances of Sylvania, 1979, as amended, be, and the same hereby is, amended to read as set forth on the attached “Exhibit E” from January 6, 2026 and thereafter.

SECTION 6. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 7. That the Clerk of Council is hereby directed to post a copy of this Ordinance in the Office of the Clerk of Council in the Municipal Building pursuant to ARTICLE III, Sections 11(c) and 12, of the Charter of this City.

SECTION 8. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the changes to the administrative structure should be made at the

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

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2026, as an emergency issue.

President of Council

ATTEST:

Clerk of Council

APPROVED:

APPROVED AS TO FORM:

Mayor

Director of Law

Date

127.01 DIRECTOR AND DEPUTY DIRECTOR.

(a) Under the direction of the Mayor, the Director of Public Service, who shall be appointed by the Mayor, subject to confirmation by a majority of the members of Council, shall have charge of and exercise supervision over the Divisions of Streets, Utilities, Vehicle Maintenance, Health, Parks and Forestry, Pools and Concessions, Zoning and through the Deputy Director of Public Service, Engineering, Construction and Utility Office Service and such other functions and duties consistent with his office as may be required by the Charter, by ordinance of Council or by the Mayor. The Department of Public Service shall have a Geographic Information Systems and Data Manager, a Geographic Information Systems Analyst, a Vehicle Maintenance and Fleet Manager and shall also have secretarial and clerical employees consisting of an Administrative Secretary/Service whose duties the Director shall assign and supervise within the Department. The Director of Public Service shall be a Professional Engineer licensed in the State of Ohio.

(b) There shall be Deputy Director of Public Service who shall be appointed by the Mayor. Such Deputy shall assist the Director in performing all departmental duties and shall perform those duties assigned to the Deputy by the Director and in addition thereto, shall be the City Engineer in charge of the Division of Engineering and Construction. The Deputy Director shall be a registered professional engineer licensed by the State. The Director of Public Service shall perform the duties of the Deputy Director, without additional compensation, at all times during which the position of Deputy Director is vacant.

(Ord. _____-2026. Passed _____-2026.)

“Exhibit A”

127.02 DIVISION OF STREETS.

The Foreman of the Division of Streets, to be called the Foreman of Streets under the Director of Public Service, shall have charge of the maintenance, repair, cleaning and sprinkling of streets and public places; and such other duties as shall be assigned to such Foreman by the Director from time to time. The Division of Streets shall be comprised of a Foreman in charge, a street maintenance crew leader, a Traffic Signal Technician, up to two street maintenance workers, up to ten public works servicemen, and such additional seasonal, part-time or temporary employees as shall hereafter be authorized by and the funds for same provided by Council. Such street maintenance crew leader, street maintenance workers, public works servicemen, seasonal, part-time or temporary employees shall be under the direction, supervision and control of the Foreman of Streets.

(Ord. _____-2026. Passed _____-2026.)

127.04 DIVISION OF WATER.

The Foreman of the Division of Water to be called the Water Foreman under the Director of Public Service shall have charge of the construction, improvement, repair and maintenance of the water mains, pumps, pipes, storage tanks and the water supply and distribution system. The Division of Water shall be comprised of a Foreman in charge, who shall have direct supervision and control over one water maintenance crew leader, up to one water maintenance worker, up to five public works servicemen, up to one Backflow Coordinator, up to one Meter Technician, up to one Ohio Utilities Protection Service Coordinator (to be shared with the Section of Sewage), up to one Laborer and such additional seasonal, part-time or temporary employees as shall hereafter be authorized by, and have funds for the same provided by, Council.

(Ord. _____-2026. Passed _____-2026.)

127.05 DIVISION OF SEWAGE.

The Foreman of the Section of Sewage to be called the Sewage Foreman under the supervision of the Director of Public Service shall have charge of the construction, improvement, repair and maintenance of sewers, drains, ditches, culverts, streams, watercourses and sewerage systems, and the management and control of the collection and disposal of sewage. The Division of Sewage shall be comprised of a Foreman in charge, who shall have direct supervision and control over a sewage maintenance crew leader, one Sewer Maintenance worker, up to one Ohio Utilities Protection Service Coordinator to be shared with the Section of Water, up to four public works servicemen, up to one Laborer and such additional seasonal or part-time employees as shall hereafter be authorized by, and funds for the same provided by, Council.

(Ord. _____-2026. Passed _____-2026.)

127.17 DIVISION OF PARKS AND FORESTRY.

The Foreman of the Division of Parks and Forestry, to be called the Parks and Forestry Foreman, under the Director of Public Service, shall be responsible for and have supervision and control of park maintenance, composting operations, tree planting and maintenance and gardening and landscaping in the parks, cemetery, and on the grounds under control of the City; and facilities maintenance of all City buildings and structures. The Division shall be composed of the Parks and Forestry Foreman, one Parks and Forestry Crew Leader, one Parks and Forestry Maintenance Worker, up to four Public Works Servicemen, up to one Laborers, and such additional seasonal, temporary or part-time employees as shall hereafter be authorized by and have funds for the same provided by Council.

(Ord. _____-2026. Passed _____-2026.)

ORDINANCE NO. 4-2026

**AMENDING PART ONE – ADMINISTRATIVE CODE OF THE
CODIFIED ORDINANCES OF SYLVANIA, 1979, AS AMENDED, BY
AMENDING CHAPTER 129 – DEPARTMENT OF FINANCE; AND
DECLARING AN EMERGENCY.**

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

SECTION 1. That Section 129.01 – Director's Powers and Duties of the Codified Ordinances of Sylvania, 1979, as amended, be and it is, hereby further amended to read as set forth on the attached "Exhibit A."

SECTION 2. That Section 129.04 – Division of Clerk of Council of the Codified Ordinances of Sylvania, 1979, as amended, be and it is, hereby repealed.

SECTION 3. That Section 129.07 – Subdivision Plan Review and Inspection Fees of the Codified Ordinances of Sylvania, 1979, as amended, be and it is, hereby repealed.

SECTION 4. That Section 129.08 -Subdivision (Lot Split) Without Plat; Fees of the Codified Ordinances of Sylvania, 1979, as amended, be and it is, hereby repealed.

SECTION 5. That Section 129.11 – Authority to Enter into Contracts of the Codified Ordinances of Sylvania, 1979, as amended, be and it is, hereby further amended to read as set forth on the attached "Exhibit B."

SECTION 6. That Section 129.12 – Electronic or Mechanical Signature of the Codified Ordinances of Sylvania, 1979, as amended, be and it is, hereby further amended to read as set forth on the attached "Exhibit C."

SECTION 7. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 8. That the Clerk of Council is hereby directed to post a copy of this Ordinance in the Office of the Clerk of Council in the Municipal Building pursuant to ARTICLE III, Section 12, of the Charter of this City.

SECTION 9. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the amendment to this Chapter should be provided for 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 this Charter.

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2026, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

129.01 DIRECTOR'S POWERS AND DUTIES.

(a) The Director of the Department of Finance shall be appointed by the Mayor, subject to confirmation by a majority of the members of Council, to serve until removed as provided in Section 5.0 of Article IV of the Charter. The Director of Finance shall be the Fiscal Officer of the City and shall be the head of the Department of Finance. He shall be the financial advisor of the City and shall at all times keep the Mayor and Council informed of the financial condition and needs of the City. To the extent required by the Constitution of the State of Ohio, he shall comply with the applicable laws of the State relating to certification for and expenditures of public moneys. To that end he shall prepare and sign all warrants for the disbursements of moneys of the City and shall examine all payrolls, bills and other claims against the City. Unless he finds that such payroll, bill or claim is in proper form, correctly computed and duly approved; that the same is due and payable; that a lawful appropriation has been made for the payment thereof; and that the amount required to pay the same is in the Treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances, the Director of Finance shall issue no warrant for the payment thereof. The Director of Finance shall prepare the annual estimate of receipts and expenditures and all appropriation measures and submit the same to the Mayor for transmittal to Council. On or before March 31 of each year, the Director of Finance shall prepare and submit to the Mayor and Council a report of the financial condition of the City and of receipts and expenditures for the preceding calendar year, which report shall be published in accordance with the provisions of Section 12.0 of Article III of the Charter, all as provided for the Clerk-Auditor in Article V, Section 6.0 of the Charter.

Additionally, the Director of Finance shall perform those duties imposed on him as Treasurer under Section 129.02 and those duties imposed on him as Treasurer under Chapter 139.

(Ord. ____-2026. Passed ____-2026.)

(b) The Director of Finance and the Mayor shall execute on behalf of the City all contracts, conveyances, evidences of indebtedness and other instruments to which the City is a party. The Director shall have custody and charge of all records of the City not otherwise by the Charter or by ordinance or resolution of Council committed to the charge or custody of other officers or agencies of the City. The Director shall authenticate all records, documents and instruments of the City, authentication of which is necessary or proper except the records of all ordinances, resolutions, rules, regulations and bylaws adopted by Council and of its proceedings and other rules and notices which are required, by Section 129.04 to be authenticated by the Clerk of Council, unless a vacancy exists in the position of Clerk of Council and there is no Assistant Clerk of Council to perform the duties of Clerk of Council, in which event authentication shall be by the Director. He shall perform such other duties consistent with his office as the Mayor or the Council may request or direct, all as provided for the Clerk-Auditor in Article V, Section 7.0 of the Charter.

(Ord. ____-2026. Passed ____-2026.)

(c) The Director of Finance shall perform such duties as are required of the Clerk- Auditor by the Codified Ordinances and other ordinances of the City, as they existed or exist on and after June 16, 1986, except that the Director of Finance shall not perform the duties of Clerk of Council unless a vacancy exists in that position and there is no Assistant Clerk of Council to perform the duties of the Clerk of Council. (Ord. 67-86. Passed 7-7-86.)

(d) The Director of Finance shall supervise the general financial policy of the City, including being responsible for the preparation of note and bond transcripts and special assessment proceedings and the preparation of transcripts therefore, unless such responsibility or

responsibilities is or are specifically required of another officer or employee of the City by ordinance, and shall supervise and control the various divisions of the department. The Department of Finance shall consist of a Director, a Finance Manager, an Administrative Assistant - Finance and the Divisions of Treasury, Taxation and Information Technology. (Ord. ____-2026. Passed ____-2026.)

* * *

“Exhibit A”

129.11 AUTHORITY TO ENTER INTO CONTRACTS.

(a) Consistent with the annual budget passed each year, Council hereby delegates to the Mayor and Director of Finance, the authority to enter into agreements, or otherwise provide for transactions, so long as they conform to the following standards:

- (1) A written record of the agreement or transaction has been retained by the City in accordance with auditing standards and Ohio public records law;
- (2) The subject of the agreement is either:
 - A. A transaction pursuant to which the City will spend not more than the competitive bidding threshold as established in Ohio Revised Code Section 9.17, which is set at Seventy-Nine Thousand Five Hundred Sixty-Seven and 50/100 (\$79,567.50) Dollars for the calendar year 2026, on:
 1. The periodic maintenance of equipment;
 2. The purchase of equipment that is contained in the individual department or division's approved budget;
 3. Software or equipment licenses, technical services or educational services for the Municipality; or
 4. The acquisition of services, commodities, utilities or goods routinely used by the City or other similar municipalities; or
 - B. An agreement in which the City is not incurring any direct contract costs, including but not limited to agreements for cooperative training programs for police officers, and other safety personnel; agreements with other jurisdictions or political subdivisions that provide for cooperative purchasing, mutual aid or the sharing of resources of equipment; and agreements based upon which the City is eligible for rebates, reimbursements or other payment of costs or other amounts incurred by the City.

(b) Individual agreements or transactions that are authorized under this section or otherwise may be paid for by the City under a revolving or other credit arrangement, and the City is authorized to make payments due under such a credit arrangement even where the net payment for the transactions may be in excess of the competitive bidding threshold as established in Ohio Revised Code Section 9.17, which is set at Seventy-Nine Thousand Five Hundred Sixty-Seven and 50/100 (\$79,567.50) Dollars for the calendar year 2026.

(Ord. _____-2026. Passed _____-2026.)

129.12 ELECTRONIC OR MECHANICAL SIGNATURE.

The City of Sylvania authorizes the Mayor and Director of Finance and other employees of the City, who are permitted or required in the performance of their duties to affix their signature on any check, draft, warrant, voucher, agreement, grant application, or other instrument authorized to be signed by the appropriate officer on behalf of the City of Sylvania, to prepare and utilize an electronic signature, in lieu of their manual signature. The individuals specified may affix their manual or electronic signature to the instruments identified so long as they continue to act as officers/employees/elected officials of the City.

(Ord. ____-2026. Passed ____-2026.)

“Exhibit D”

ORDINANCE NO. 5-2026

REVISING THE ADMINISTRATIVE, DEPARTMENTAL AND DIVISIONAL ORGANIZATION OF THE CITY AND THE CODIFIED ORDINANCES THEREOF BY AMENDING SYLVANIA CODIFIED ORDINANCE CHAPTER 131 – DEPARTMENT OF LAW; AND DECLARING AN EMERGENCY.

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

_____ members elected thereto concurring:

SECTION 1. That Section 131.01 – Department of Law – Director, Division of Prosecution of the Codified Ordinances of Sylvania, 1979, as amended, be, and the same hereby is, amended to read as set forth on the attached “Exhibit A.”

SECTION 2. That Section 131.03 – Division of Clerk of Council of the Codified Ordinances of Sylvania, 1979, as amended, be and the same hereby is, amended to read as set forth on the attached “Exhibit B.”

SECTION 3. That Section 131.04 – Division of Human Resources of the Codified Ordinances of Sylvania, 1979, as amended, be and the same hereby is, amended to read as set forth on the attached “Exhibit C.”

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

SECTION 5. That the Clerk of Council is hereby directed to post a copy of this Ordinance in the Office of the Clerk of Council in the Municipal Building pursuant to ARTICLE III, Sections 11(c) and 12, of the Charter of this City.

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

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2026, as an emergency issue.

ATTEST:

Clerk of Council

APPROVED:

Mayor

Date

APPROVED AS TO FORM:

Director of Law

131.01 DEPARTMENT OF LAW – DIRECTOR, DIVISION OF PROSECUTION.

(a) The Solicitor required by Article VIII Section 1.0(a) of the Charter shall be the head of the Department of Law. As head of the Department of Law, he/she shall be known as the Director of Law. The Director of Law shall serve the Mayor, Council, the administrative departments and the officers, boards and commissions of the City as legal counsel in connection with municipal affairs and subject to the direction of the Mayor, shall represent the City in all proceedings in Court or before any administrative board, pursuant to the Charter. The Director of Law shall prepare all contracts, bonds and other instruments in writing in which the City is concerned, and shall endorse on each his/her approval of the form thereof. He/she shall perform all other duties now or hereafter imposed upon municipal solicitors under the laws of the State except that he shall not, as Director of Law, provide legal advice, counsel or service to a City school district under Ohio R.C. 3313.35.

(b) The Director of Law shall be an attorney at law duly admitted to practice law in the State of Ohio. He/she shall serve the City as an officer of the City pursuant to the Position and Compensation Plan as to salary. The Law Director shall be compensated in accordance with the provisions made for them in the Position and Compensation Plan. The Director of Law shall oversee the Division of Prosecution, the Division of Clerk of Council and the Division of Personnel.

(Ord. ____-2026. Passed ____-2026.)

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

(Ord. ____-2026. Passed ____-2026.)

131.03 DIVISION OF CLERK OF COUNCIL.

The Clerk of Council shall be the head of the Division of the Clerk of Council under the supervision of the Director of Law. He/she shall be appointed by the Mayor, subject to confirmation by a majority of the members of Council. He/she shall attend all meetings of Council, prepare and distribute agendas therefore and keep a record of Council's proceedings in a journal as prescribed in Section 6.0, Article III of the Charter. He/she shall keep and have custody of the records of all ordinances, rules, regulations and bylaws adopted by Council and of its proceedings, and such records shall be available for public inspection. He/she shall cause to be published all ordinances, resolutions, notices, statements, rules, proclamations and reports required by the Charter, the applicable laws of Ohio or legislation enacted by Council to be published. He/she shall also keep and have custody of all other rules and notices which he/she is required by Charter, ordinance or resolution to publish. He/she shall authenticate all of the same of which he/she has custody, authentication of which is necessary or proper. He/she shall attest all ordinances and resolutions adopted by Council and shall receive from the Mayor delivery of ordinances and resolutions not approved by the Mayor. The Clerk of Council shall also perform those additional duties as may be assigned to him/her by the Director of Law. Any and all documents, notices and writings of any kind or description filed or required to be filed in the Office of the Clerk of Council or with the Clerk of Council shall when filed in the office of the Director of Law or with the Director of Law, be deemed to have been filed in the office of the Clerk of Council and with the Clerk of Council.

(Ord. ____-2026. Passed ____-2026.)

“Exhibit B”

131.04 DIVISION OF HUMAN RESOURCES.

The Human Resources Manager shall be the head of the Division of Human Resources. Under the direction of the Director of Law, she shall exercise supervision over the Division of Human Resources, implement, formulate and direct City personnel policy and functions, and perform such other duties consistent with her office as may be imposed upon her by Ordinance of Council, the Director of Law or the Mayor.

(Ord. ____-2026. Passed ____-2026.)

ORDINANCE NO. 6-2026

AMENDING THE CODIFIED ORDINANCES OF SYLVANIA, 1979, AS AMENDED BY AMENDING SECTION 139.03(e)(3) TO REFLECT NEW TITLES AND SALARIES; AND DECLARING AN EMERGENCY.

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

SECTION 1. That Section 139.03(e) (3) of the Codified Ordinances of Sylvania, 1979, as amended, be and it is, hereby further amended to read as set forth on the attached "Exhibit A" effective on and after January 1, 2026.

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 titles and salaries should be provided for 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 this Charter.

Vote on passage as an emergency: Yea^s _____ Nays _____

Passed, _____, 2026, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

139.03(e) (3) **COMPENSATION FOR ELECTIVE AND APPOINTED OFFICIALS**

The following elective and appointed officials which are not otherwise provided for in this chapter shall be compensated as follows:

<u>TITLE</u>	<u>RATE</u>
Finance Manager	\$103,734 annually commencing January 6, 2026 and thereafter.
Human Resources/Communications Manager	\$115,000 annually commencing January 6, 2026 and thereafter.

(Ord. _____-2026. Passed _____-2026.)

“Exhibit A”



14a.

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

January 5, 2026

To: The Mayor and Members of Sylvania City Council

Re: **Change Order No. 1 (Final) – Water Storage Tank Maintenance (2025)**

Dear Mr. Mayor and Council Members:

L.C. United Painting Co. has completed the water tower maintenance work at the 500,000-gallon elevated storage tank in Burnham Park, the 500,000-gallon ground storage tank at our Brint Road pumping station, and the 2,000,000-gallon elevated tank in Fossil Park.

Now that all work items have been completed, the Service Department is requesting a project change order to adjust the final contract price. This change order removes one scope of work item at the 500,000-gallon ground storage tank location which including installing a fill-pipe deflector bar.

The deflector bar work was inside the tank and would have required it to be drained and taken out of service. At the time of the work the City of Toledo was struggling with pressure problems to our Water Service Area due to a 60" transmission main line valve issue. Rather than place additional stress on the system the Water Department elected to non-perform this work to keep the tank in service. The cost to install the deflector bar was \$500.00. We will perform this work in 2029 when the tank is scheduled to be painted.

As a result, a final project change order in the amount of \$500.00 is necessary to decrease the contract amount from \$48,000.00 to \$47,500.00. With this decrease the total construction cost was approximately 1.0% under the original contract amount. We recommend approval of Change Order No. 1 (Final) in the amount of \$500.00 to decrease the contract with L.C. United Painting Co. 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. 7-2026**AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE
TO APPROVE CHANGE ORDER NO. 1 (FINAL) TO THIS CITY'S
AGREEMENT WITH L.C. UNITED PAINTING COMPANY FOR THE
WATER STORAGE TANK MAINTENANCE PROJECT; DECREASING
THE CONTRACT AMOUNT BY \$500.00; AND DECLARING AN
EMERGENCY.**

WHEREAS, Ordinance No. 75-2025, passed July 21, 2025, accepted the proposal of L.C. United Painting Company and awarded the contract for the Water Storage Tank Maintenance Project to same, which proposal was in the amount of \$48,000; and,

WHEREAS, the project is now complete and one scope of work item (installing a fill-pipe deflector bar) was removed from the project; and,

WHEREAS, the Director of Public Service, by report dated January 5, 2026, has recommended acceptance of Change Order No. 1 (Final) of L.C. United Painting Company for said Water Storage Tank Maintenance Project to reflect the removal of one scope of work item resulting in the reduction of the contract in the amount of \$500.00, for a final contract amount of \$47,500; and,

WHEREAS, the final installed quantities resulted in a net decrease to the contract in the amount of Five Hundred Dollars (\$500.00), for a total contract amount of \$47,500.

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 Five Hundred Dollars (\$500.00) be, and the same hereby is, approved, and the Mayor and the Director of Finance be, and they hereby are, authorized to sign said change order on behalf of this City, thereby indicating such approval and changing the total contract amount.

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

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

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

Vote on passage as an emergency: Yea^s _____ Nays _____

Passed, _____, 2026, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

CITY OF SYLVANIA, OHIO

CHANGE ORDER Number 1 (Final)

Project Ordinance No.: 75-2025 Purchase Order No. 68505Contract: Water Storage Tank Maintenance (2025)

Title of Change Order: _____

Date: 12/10/2025Description of Change: Fill Pipe Deflector Bar (Work Non-Performed) \$-500.00**TOTAL** **\$-500.00**

(This was a scope of work item that was non-performed at the Ground Storage Tank location off of Brint Road. To accomplish the work the tank would have been drained and taken out of service. At the time of the work the City of Toledo was struggling with pressure problems to our Water Service Area due to a transmission main line valve issue. To place less stress on the system we elected to non-perform the work and will add it as a scope of work item when the tank is painted in 2029).

12-11-2025

RECOMMENDED FOR APPROVAL BY: Joseph E. Shaw, P.E., P.S. Date
Public Service Director

Original Contract Amt	\$ 48,000 00	REVIEWED BY: <u>Dixon Engineering, Inc.</u> <small>Engineer</small>
Previous Changes (+ or -)	\$ 0 00	DATE: <u>12/11/25</u> <u>Shannon C. Vidika</u> <small>Engineers Signature</small>
This Change (+ or -)	\$ -500 00	SUBMITTED BY: <u>L. C. Clinton Painting Co. Inc.</u> <small>Name of Contractor</small>
Adjusted Contract Amt	\$ 47,500 00	DATE: <u>12-10-2025</u> <u>Kelli Tally</u> <small>Contractor's Signature</small>

City of Sylvania, Ohio

The above proposal is hereby approved.

The above proposal is hereby approved.

Mark R. Frye, MayorDateToby A. Schroyer, Finance DirectorDate

15a.



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

January 5, 2026

To: The Mayor and Members of Sylvania City Council

Re: **Finance and Utility Billing Software Upgrade – VIP (Software Solutions Inc)**

Dear Mr. Mayor and Council Members:

The Service Department is formally requesting approval for the upgrade and implementation of the City's Finance and Utility Billing software. The proposed solution, VIP by Software Solutions Inc., is intended to replace the current eGov system, which has been in place for over 25 years.

While the eGov software has served as the City's primary ledger and billing tool for more than two decades, the platform is now technologically obsolete with limited updates and patches available. It lacks the modern reporting capabilities, user interface flexibility, and transparency required to manage the City's financial and utility billing needs efficiently. Migrating to the VIP platform will transition the City from a legacy environment to a comprehensive financial management suite. This upgrade introduces several critical tools and functionalities including real-time financial reporting, advanced auditing tools, electronic purchase orders, customer self-service modules for utility billing, and integration with other digital platforms.

This software upgrade is programmed into the 2026 budget with a total implementation cost of \$54,100 using \$27,000 from Finance Administration (account 110-7715-52121) and \$27,100 from Service Administration (account 110-7730-52121). Implementation is scheduled to begin first quarter 2026 with an estimated "go-live" target of early first quarter 2027.

We recommend approval of the Framework Services, Support, and License Agreement with Software Solutions, Inc. in the amount of \$54,100. Please call with any questions.

Sincerely,

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

ORDINANCE NO. 8-2026**AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO
ENTER INTO A FRAMEWORK SERVICES, SUPPORT AND LICENSE
AGREEMENT WITH SOFTWARE SOLUTIONS TO UPGRADE THE
CITY'S FINANCE AND UTILITY BILLING SOFTWARE;
APPROPRIATING FUNDS THEREFORE IN THE AMOUNT OF \$54,100;
AND DECLARING AN EMERGENCY.**

WHEREAS, the City's current billing and ledger software, eGov, is technologically obsolete with limited updates and patches available and is in need of replacement; and,

WHEREAS, the Director of Public Service has received a proposal from Software Solutions to provide a comprehensive financial management suite to include real-time financial reporting, advanced auditing tools, electronic purchase orders, customer self-service modules for utility billing and integration with other digital platforms; and,

WHEREAS, the Director of Public Service, by report dated January 5, 2026, has recommended approval of the Framework Services, Support and License Agreement with Software Solutions for the provision of the VIP financial management software at a cost of \$54,100.

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

SECTION 1. That the Mayor and the Director of Finance be, and they hereby are, authorized to sign the Framework Services, Support and License Agreement with Software Solutions on behalf of this City, thereby indicating such approval and acceptance of the proposal for the VIP accounting suite, utility billing, and asset management software.

SECTION 2. That to provide funds for said software hereby authorized, there is hereby allocated from the **GENERAL FUND** from funds therein not heretofore allocated to **Account No. 110-7715-52121 – General Office Expense**, an amount not to exceed Twenty-Seven Thousand Dollars (\$27,000.00) and from **Account No. 110-7730-52121 – General Office Expense**, an amount not to exceed Twenty-Seven Thousand One Hundred Dollars (\$27,100.00).

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 Agreement should be approved immediately to provide for the software purchase 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: Yea^s _____ Nay^s _____

Passed, _____, 2026, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date



Software Solutions

Personal Attention. Public Solutions.

FRAMEWORK SERVICES, SUPPORT, AND LICENSE AGREEMENT

This Framework Services, Support, and License Agreement, together with any accompanying documents, such as a Statement of Work (“SOW”), Terms of Use (“Terms”), and End-User License Agreement (“EULA”), if applicable, (collectively, the “Agreement”) is made as of 06/12/2025 (“Effective Date”) by and between Software Solutions, Inc. (“SSI,” “Software Solutions,” “Company,” “we,” or “us”) and City of Sylvania (“Client”), having its principal place of business at 6730 Monroe Street, Sylvania, OH 43560. Each may be referred to individually as a “Party” or collectively as the “Parties.”

1. SERVICES

- *SOWs; Access.* All software programs, related documentation, and services to be performed or provided by SSI under this Agreement (collectively, the “Services”) shall be mutually agreed to by SSI and Client and documented in a Statement of Work signed by an authorized representative of each party (“Statement of Work” or “SOW,” attached hereto as Exhibit A). Unless otherwise stated, the Services include related websites and applications, including mobile applications, as well as all updates, future versions, corrections, replacements, enhancements and improvements provided by SSI under this Agreement. If there is any conflict between the terms of this Agreement and the terms of a SOW, the terms of the SOW shall govern. Subject to Client’s compliance with the terms of this Agreement, SSI will allow Client and the Authorized Users (as defined in Section 3.2 below) to access and use SSI’s proprietary Services. Client’s, as well as its authorized user’s, access to the Services will be subject to any and all limitations specified in the SOW as well as any accompanying Terms and EULA, if applicable.
- *Services Availability.* SSI will take commercially reasonable steps to keep the SaaS Services operating smoothly and efficiently. However, since the SaaS Services operate using computer equipment, computer software programs, and the Internet, SSI shall not be responsible for delays or service interruptions, including, without limitation, limitations on the availability of telephone transmission lines and facilities, failures of other communications equipment, Internet access delays or failures, failures or deficiencies of Client’s equipment, or Client’s failure to meet its responsibilities under this Agreement. Service interruptions for maintenance and system upgrades will be scheduled, to the extent reasonably practicable, to minimize interference with Client’s daytime business activities. For unscheduled service interruptions attributable to causes within SSI’s reasonable control, as SSI’s sole obligation and Client’s exclusive remedy, SSI shall make reasonable efforts to restore the Services.
- *Support Services.* If requested by Client in the SOW, SSI will provide support services, implementation, training, and other such services to Client as specified in the SOW. Client acknowledges that SSI’s ability to deliver the support services in a good and timely manner for the specified fees requires Client’s cooperation and performance of its responsibilities under this Agreement and the applicable SOW.

2. SOFTWARE LICENSE

- *License Grant.* Subject to the terms and conditions of this Agreement, and in consideration of Client's payment of the license fees, SSI grants Client a nonexclusive, and nontransferable license to use the Services. This license shall terminate upon the termination of this Agreement.
- *Proprietary Rights.* Client acknowledges that the Services, and associated formats, screen displays, and menu features, and all derivative works, constitute copyrighted works protected by federal and international copyright laws and are owned by SSI or its licensors. The Services and all copies, versions, and derivative works of the Platform shall remain the sole property of SSI and/or its licensors. Client shall not make and shall not permit anyone else to utilize, have access to, or make any copies of the Services, except as necessary in connection with its authorized use. All such copies must include all proprietary rights notices contained in the Services. Client shall use, and may duplicate, the reports generated through the Services for its internal purposes only, and shall not publish or disclose the reports to any third party. Except as otherwise permitted in this Agreement, Client shall not allow any third party to access or use the Services. Client shall not modify or create any derivatives of the Services. Client shall not decompile or otherwise reverse engineer or decode the Services, attempt to do so, or assist any third parties in the same. Client shall not take, directly or indirectly, any action that may in any way lead to the unauthorized dissemination, reproduction, access, or use of the Services. Client shall not export the Services or any product thereof, directly or indirectly, in violation of the export laws and regulations of the United States of America. The foregoing export restriction shall survive termination of this Agreement.
- *Survival; Injunctive Relief.* Client's obligations under this Section shall survive termination of this Agreement. Client acknowledges that a breach of its obligations under this Section will cause irreparable harm to SSI and/or its licensors for which monetary damages would be inadequate. SSI and/or its licensors will be entitled to injunctive relief for any such breaches, whether threatened or actual.

3. CLIENT RESPONSIBILITIES

- *Compliance with Law.* Client shall comply with all applicable laws, rules, and regulations of all jurisdictions in which it accesses and uses the Services, including, but not limited to, all laws, rules, and regulations regarding using, storing, securing, and transmitting data and third-party rights (including, but not limited to, data privacy and intellectual property rights). Client shall ensure, to the best of its ability, all Authorized Users (defined below) do the same. The foregoing obligation shall survive termination of this Agreement.
- *Authorized Users.* Client shall be responsible for identifying those users who are authorized by Client to access the Services ("Authorized Users"). Client shall require each Authorized User to safeguard his or her username and password for accessing the Services and otherwise comply with the provisions of this Agreement. An Authorized User may not disclose his or her username and password to any other person, including another Authorized User. If Client determines that another person has gained to an Authorized User's username and password, or that anyone has wrongfully accessed the SaaS Services, Client shall promptly notify SSI. Client is responsible for misuse of the Services by Authorized Users and by unauthorized users who gain access due to Client's or any Authorized User's failure to maintain security.
- *Operations.* For both on-premise software and SaaS, Client is responsible for the operational aspects of accessing the Services, including, but not limited to, (a) acquiring, installing, and maintaining

computer equipment and computer software programs at its premises compatible with and as necessary to use the Services, (b) obtaining access to the Internet, (c) downloading and installing any necessary plug-ins, software updates, and data backups, (d) determining the accuracy of all data it uploads to and downloads, and (e) adopting reasonable policies, procedures, and quality assurance measures to limit Client's exposure with respect to potential losses and damages arising from use, nonuse, errors and omissions of the Services or the results thereof, and system downtime, including, but not limited to, examining and confirming data prior to use, identifying and correcting errors and omissions, preparing and storing backup data, replacing lost or damaged data or media, reconstructing data, and providing network security. For on-premise software, Client is solely responsible for data backups and software updates and SSI is not responsible for loss of data or issues caused by failure to update or adequately patch the software. For SaaS software, SSI shall perform data backups and software updates as reasonably needed to continue functionality of the Services within a reasonable timeframe. For any major software releases, Client shall be notified in advance in writing where reasonably practicable. Minor patch updates may be requested in writing via a support ticket submitted by the Client or as otherwise outlined in the SOW. SSI is not responsible and makes no assurances regarding potential losses and damages arising from use, nonuse, errors and omissions of the Services or the results thereof, and system downtime, including, but not limited to, examining and confirming data prior to use, identifying and correcting errors and omissions, preparing and storing backup data, replacing lost or damaged data or media, reconstructing data, and providing network security.

4. FEES AND PAYMENT

- *Fees.* Client shall pay SSI the fees ("Fees"), as specified in the SOW. Additionally, Client shall reimburse SSI for reasonable expenses for travel, lodging, meals, and other out-of-pocket expenses incurred by SSI on Client's behalf. All Fees and expenses are due as incurred, unless otherwise provided in the SOW. Fees are subject to change at any time, based on SSI's sole discretion. Fees shall not increase more than 15% in a calendar year. Upon termination, as discussed in Section 8, Client shall be reimbursed based on a pro-rated quarterly schedule.
- *Taxes.* The fees set forth do not include taxes. Where applicable, Client shall pay when due or, if necessary, reimburse SSI for, (a) all sales, use, property, excise, and other similar taxes, and (b) penalties and interest arising from Client's failure to pay such taxes timely, to the extent any of the foregoing result from any activities under this Agreement, exclusive of taxes based on SSI's net income or corporate franchise. If Client has tax exempt status, it shall supply SSI with its tax-exempt certificate and/or number as necessary. Taxes are due as assessed.
- *Invoices and Payment.* Client shall pay all amounts due under this Agreement, except those disputed in good faith, upon receipt of the invoice. If Client fails to pay any of such amounts for 30 days, SSI shall have the right to suspend Client's access to the Services. SSI additionally may charge interest on past due amounts at a rate of 1.5% per month, calculated daily and compounded monthly, or the highest rate permitted under applicable law. Client shall reimburse SSI for all reasonable costs of collection of past due amounts, including, but not limited to, attorney fees and collection agency charges.

5. REPRESENTATIONS AND WARRANTIES

- *By Client.*

Client represents and warrants that (a) it has the authority to enter into and be bound by this Agreement; (b) it shall comply materially with this Agreement, and (c) it shall abide by all laws applicable in the jurisdiction where it utilizes the Services and where SSI conducts business.

- *By SSI.*

SSI represents and warrants that: (a) it has the authority to enter into and be bound by this Agreement; (b) the Services shall comply materially with this Agreement; (c) the Services will be of professional quality conforming to the applicable generally accepted industry standards, and will be performed in a good and timely manner, and (d) the Services do not infringe the intellectual property rights of any third parties. As SSI's sole responsibility and Client's exclusive remedy, in the event of any material failure to meet such standards, SSI shall make all reasonable efforts to correct any such failure.

With respect to the Services, SSI warrants to Client for a period of ninety (90) days after the initial module scheduled live date that the software will operate substantially in accordance with the specifications as described in the SOW when properly used and unmodified by the Client.

- *Disclaimer.*

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SSI MAKES NO WARRANTY (i) THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, (ii) THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, OR (iii) THAT ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED. ANY CONTENT OR OTHER MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT CLIENT'S DISCRETION AND RISK AND CLIENT IS SOLELY RESPONSIBLE FOR ANY DAMAGE TO ITS COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CLIENT FROM SSI OR THROUGH OR FROM THE SERVICES CREATES ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, SSI MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING ANY MATTER WHATSOEVER. SSI SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF TITLE, ACCURACY OF DATA, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR PERFORMANCE OR FROM USAGE OF TRADE.

6. INDEMNITIES AND LIABILITIES

- *Indemnification by Client.* Client shall indemnify and hold SSI harmless from and against all claims, liabilities, damages, and expenses, including court costs and reasonable attorney fees, arising out of or in any manner connected with (a) Client's and the Authorized Users' use of the Services, except to the extent arising from SSI's gross negligence or willful misconduct; and (b) Client's material breach of this Agreement.
- *Indemnification by SSI.* SSI shall indemnify and hold Client harmless from and against all third-party claims, liabilities, damages, and expenses, including court costs and reasonable attorney fees, arising out of or in any manner connected with SSI's gross negligence or willful misconduct. In addition, if Client receives a claim that the use of the Services infringes a United States of America patent, copyright, trade secret, or other intellectual property right, and Client promptly notifies SSI in writing, and gives SSI all necessary information and assistance and the exclusive authority to evaluate, defend, and settle such claim, SSI (or its licensors) will indemnify and hold Client harmless from all damages

and expenses, including court costs and reasonable attorney fees, incurred or awarded as a result of the claim. The foregoing indemnity will not apply to infringement claims related directly or indirectly to any specifications of Client, Client's modification of the Services, or Client's use of the Services in combination with anything not furnished by SSI. This Section 6.2 states SSI's entire obligation and liability with respect to any infringement claim.

- *Limitation of Liability.* The total liability of SSI for all claims, whether in contract, tort, or otherwise, arising out of, connected with, or resulting from the Services or any other services under this Agreement shall not exceed the amounts paid by Client to SSI under this Agreement during the 12 months immediately preceding the claim.
- *Exclusion of Liability.* SSI SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY ANY ERRORS OR OMISSIONS IN ANY DATA, CONTENT, OR OTHER INFORMATION PROVIDED THROUGH THE SERVICES OR BY DELAYS IN OR INTERRUPTIONS OF ACCESS TO THE WEB SITE, THE SERVICES, OR THE SOFTWARE. IN NO EVENT SHALL SSI, ITS LICENSORS, SUPPLIERS, OR SUBCONTRACTORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUE, OR LOST SAVINGS, INCURRED BY CLIENT OR ANY THIRD PARTY, EVEN IF SSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- *Survival.* The indemnification obligations and the limitations of liability under this Agreement shall survive the termination of this Agreement.

7. CONFIDENTIALITY OBLIGATIONS

- *Confidential Information.* "Confidential Information" means all competitively sensitive, secret, or otherwise confidential business, financial, marketing, or technical information, and other confidential information belonging to or in the possession of Discloser disclosed to Recipient, whether communicated orally or in writing or obtained by Recipient through observation or examination of Discloser's facilities, procedures, or activities. Notwithstanding the foregoing, Confidential Information does not include information (a) rightfully known by Recipient at the time of its initial disclosure by Discloser, (b) rightfully disclosed to Recipient without obligation of confidentiality by a third party, (c) in the public domain or that enters the public domain other than by the unauthorized acts of any person, or (d) independently developed by Recipient. "Discloser" means the party disclosing the Confidential Information under this Agreement. "Recipient" means the party receiving the Confidential Information under this Agreement. Each of SSI and Client is Discloser with respect to its Confidential Information and Recipient with respect to the other party's Confidential Information.
- *Protection.* Recipient shall preserve in strictest confidence all of the Confidential Information and shall at all times protect the Confidential Information through the highest commercially reasonable standard of care. Recipient shall take appropriate steps to ensure that persons authorized to have access to the Confidential Information refrain from any unauthorized reproduction or disclosure of the Confidential Information. Recipient shall not copy, transfer, or otherwise disclose to any person the Confidential Information, or any associated materials derived or developed from the Confidential Information, without the express written approval of Discloser, except that Recipient may make one copy of the Confidential Information and create reasonably needed abstracts of the Confidential Information, but only for its internal use in connection with the purposes of this Agreement. Recipient

shall include the Confidential Information's proprietary and confidentiality notices, or, if there is no such notice, shall mark "CONFIDENTIAL", on all copies and abstracts of the Confidential Information, in whole or in part and in any form, made by Recipient. The Confidential Information, all copies and abstracts made by Recipient, and all associated materials derived or developed from the Confidential Information are and shall remain the sole property of Discloser. Recipient may disclose the Confidential Information when Recipient is required by law to do so, provided Recipient takes all reasonable steps to limit the disclosure of the Confidential Information to the maximum level allowed, and further provided Discloser is given prompt written notice of the required disclosure and a reasonable opportunity to contest the disclosure and obtain a protective order.

- *Injunctive Relief.* Recipient acknowledges that breach of its obligations under this Section will cause irreparable harm to Discloser, its customers, and/or its suppliers for which monetary damages would be inadequate. Discloser, its customers, and/or its suppliers shall be entitled to injunctive relief for any such breaches, threatened or actual, in addition to any other remedies that may be available at law or equity.
- *Survival.* The obligations under this Section shall survive termination of this Agreement, except with respect to non-trade secret confidential information to the extent applicable law mandates survivability for a limited duration, in which case the obligations shall survive for three years following termination of this Agreement.

8. TERM AND TERMINATION

- *Term.* This Agreement shall commence on the Effective Date and shall continue for one (1) year unless otherwise specified on the SOW (the "Term"). The Term shall automatically renew for successive terms of the same length as the initial term, until this Agreement is otherwise terminated.
- *Termination for Convenience.* SSI may terminate this Agreement in its sole discretion upon sixty (60) days' prior written notice to the Client. Client may terminate this Agreement by providing written notice to SSI at least sixty (60) days before the Term renewal date.
- *Termination for Adverse Status.* Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party, if the other party ceases to carry on operations as contemplated by this Agreement, makes an assignment for the benefit of creditors, is adjudged bankrupt or insolvent, has a receiver appointed over its assets, or becomes subject to any similar action in consequence of debt.
- *Termination for Default.* Failure by either party to comply with any material term or condition of this Agreement shall constitute default. The non-defaulting party shall be entitled to give written notice to the defaulting party requiring it to cure the default. The notice shall include a detailed description of the act or omission that constitutes default. If the defaulting party has not cured the default within thirty (30) days after receipt of the notice or, if the default is not curable within such 30-day period and the defaulting party has not taken commercially reasonable measures within such 30-day period to begin curing the default, the non-defaulting party may terminate this Agreement by giving written notice to take effect upon receipt. The right to terminate this Agreement is in addition to any other rights and remedies provided under this Agreement or otherwise under law.
- *Additional Right.* In addition to the rights set forth in Section 8.4 above, if Client fails to pay any fees or charges due under this Agreement, except those disputed in good faith, for thirty (30) days, or fails to carry out any other material obligation under this Agreement, SSI may, at its option, suspend Client's access to the Services, upon ten days' prior written notice. Unless this Agreement is

terminated pursuant to Section 8.4 above upon Client curing the default, SSI shall resume any suspended Services.

- *Effect of Termination.* No termination of this Agreement shall release Client from any obligation to pay SSI any amount that has accrued or becomes payable at or prior to the date of termination or the end of the initial term, whichever is later. No suspension of access to the Services under Section 8.5 shall release Client from any obligation to pay SSI any amounts due under this Agreement. Client shall not be entitled to any refund of any amounts paid to SSI as a result of a termination based on Client's default. Upon termination of this Agreement, Client's data residing on the Web Site will be deleted and will not be recoverable thereafter. Within ten days after the effective date of any termination, each party shall return or destroy all materials or media containing any of the other party's Confidential Information, including any information, records, and materials developed on the basis of such Confidential Information.

Within thirty days of the date of termination of this Agreement by either party for any reason, Client shall return to SSI the Services and any copies or documents relating to the Services in its possession, custody or control, including any and all physical embodiments, documentation, or other materials or copies related to such Services, and shall also erase from all computer storage any image or copies thereof, as certified by the Client in writing. Copies of reports, listings or other forms of computer output (whether electronic, print, or any other format) which consist of Client's own processed or raw data or other such information in which SSI or third party licensors have no proprietary interest may be retained by Client.

9. INDEPENDENT CONTRACTOR

SSI is an independent contractor. Nothing in this Agreement shall in any way be construed as creating a partnership, joint venture, agency or employer-employee relationship between Licensee and SSI. Licensee is not authorized to, and shall not undertake or assume, any obligation of any kind, express or implied, or to conduct any business, on behalf of SSI.

10. THIRD PARTY PRODUCTS AND SERVICES

- *Third Party Products.* SSI may offer to supply or license certain products or services as a reseller that are made or provided by a third-party supplier or manufacturer and not SSI (collectively, "Third Party Products and Services"). Notwithstanding any other provision of this Agreement to the contrary, Third-Party Products and Services are solely subject to the license, warranty, indemnity, support, and other terms provided by the third party, if any. Any warranty or indemnity claims against SSI in relation to any Third-Party Products and Services are expressly excluded. In no event will SSI be liable to Client for any damages to the extent resulting from any Third-Party Products and Services. Third Party Products and Services are provided by SSI "AS IS" without representation or warranty. SSI will assign, and hereby does assign, to Client any warranties provided by a third party relating to the Third-Party Products and Services that SSI is able to assign. Client may not terminate this Agreement or any SOW based on the actions or inactions of any third party or any actual or perceived deficiencies related to any Third Party Products and Services.
- *Third Party License.* To the extent that any SOW provides for use of any Third-Party Products and Services, SSI will obtain the license rights for Client to use those Third-Party Products and Services. SSI is not responsible for the performance of any Third-Party Products and Services not attributable to SSI.

11. MISCELLANEOUS

- *Publicity.* SSI may use Client's name and logo to publicly identify Client as a SSI client in a press release, on SSI's websites, and through other public communications and client hereby grants SSI a license to use its trademarks and other intellectual property to do so. SSI may also produce and publicly distribute a case study regarding Client's use of the Services.
- *Assignment.* Neither party may assign or otherwise transfer this Agreement or any rights or obligations under this Agreement to any third party without the prior written consent of the other party, except that this Agreement may be transferred to a successor to all or substantially all of the assets and business of the transferring party. Consent shall not be unreasonably withheld. Subject to the restriction on transfer set forth in this Section 11.3, this Agreement shall be binding upon and shall inure to the benefit of the parties' successors and assigns.
- *Waiver.* The failure of either party to act upon any right, remedy, or breach of this Agreement shall not constitute a waiver of that or any other right, remedy, or breach. No waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.
- *Notices.* Unless provided otherwise in this Agreement, any notice required or permitted under this Agreement shall be personally delivered, or sent by e-mail, telefax, courier, express or overnight delivery service, or by certified mail, postage prepaid, return receipt requested, to the address set forth in the Contact Information section of the SOW or to such other address as shall be advised by either party to the other in writing. Notices shall be effective as of the date of receipt.
- *Third Party Beneficiaries.* SSI's licensors shall be third party beneficiaries under this Agreement.
- *Governing Law.* This Agreement and any claim arising out of this Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, United States of America, excluding its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
- *Provisions Severable.* The provisions of this Agreement are severable. If any provisions are held to be invalid, unenforceable, or void, all other provisions shall remain valid. The failure of either party to require the performance of any term, condition or provision of this Agreement or the waiver by either party of any breach of this Agreement shall not prevent a subsequent enforcement of such term, condition or provision nor be deemed a waiver of any subsequent breach.
- *Acknowledgement.* EACH PARTY ACKNOWLEDGES THAT HE OR ITS AUTHORIZED REPRESENTATIVE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, EACH PARTY AGREES THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF WHICH SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.
- *Entire Agreement.* This Agreement, including each SOW, Terms, and EULA, if applicable, and all present and future incorporated attachments, schedules, appendices, addenda, and written amendments, constitutes the entire agreement and understanding between the parties relating to the object and scope of this Agreement. Any representation, statement, or warranty not expressly contained in this Agreement shall not be enforceable by the parties. This Agreement may not be

amended except by a writing that specifically references this Agreement and is signed by authorized representatives of the parties.

AGREED AND ACCEPTED:

City of Sylvania

By: _____
(Signature)

(Name)

(Title)

(Date)

(Signature)

(Name)

(Title)

(Signature)

(Name)

(Title)

By: _____
(Signature)

(Name)

(Title)

(Date)



Software Solutions

Personal Attention. Public Solutions.

STATEMENT OF WORK (“SOW”) – Exhibit A

I. Software Programs Included:

See Attached Quote #003022

II. Services Details:

As part of the conversion process for VIP, the Client is agreeing to give Software Solutions, Inc. permissions to obtain their legacy data, put it on Software Solutions, Inc. network, transform it into the VIP format, and return this data back to the Client for the sandbox and the live conversion.

See Attached Quote #003022

III. Service Fees:

See Attached Quote #003022

IV. System Requirements:

<https://www.mysoftwaresolutions.com/solutions/vip-technical-requirements>

V. Anticipated Timeline:

See Attached Quote #003022



Support Services – Exhibit B

1. Support Requests Channels:

Customers may initiate support requests through the following channels:

- Telephone: Call our dedicated toll-free support line at 800.686.9578
- Support Website:
 - Access our online support portal to submit and track support tickets
 - Users have access to learning materials like Knowledge Base Articles
- Email: Send support requests via email to help@mysoftwaresolutions.com

2. Service Hours:

Support Services are available during the following (“Service Hours”):

- Monday through Friday
- 8:00 a.m. to 5:00 p.m. ET
- Excluding legal holidays & special company sanctioned events

3. Remote Support Process:

Software Solutions utilizes Connectwise Screen Connect as the remote connection tool for troubleshooting and technical support purposes.

- Clients have the option to opt out of using the remote connection tool for support services if desired. Clients who opt out of using the remote connection tool may be subject to a service fee. The service fee covers the additional time and resources for alternative support methods when remote access is not available.

4. Retroactive Support Fee Clause:

In the event of default of payment of the annual support fees, support services may be suspended or terminated and software updates may be suspended, however, the support fees shall continue to accrue and become immediately payable. For support services to be reinstated, payment for all accrued support fees (commencing from the date the client first defaulted on payment) must be paid in full. The client expressly acknowledges it understands and consents to pay all support fees, including those accrued during the period of default, if applicable.



Sylvania, OH - VIP Upgrade

Quote

Prepared For:
Sylvania, City of
Eric Barnes
6730 Monroe St.
Sylvania, OH 43560

P: (419) 885-8964
E: ebarnes@cityofsylvania.com

Prepared by:
Software Solutions
Brandon Easterling
8534 Yankee Street, Suite 2B
Dayton, OH 45458

P: 800.686.9578
E: beasterling@mysoftwaresolutions.com

Date Issued:
12.09.2025
Expires:
01.31.2026

Software & Services	Price	Qty	Ext. Price
VIP ACCOUNTING			
VIP Accounting License General Ledger Accounts Payable Accounts Receivable Bank Reconciliation Project/Grant Management Departmental Approval Workflows (Purchasing, Invoicing, & Budget Adj.)	\$35,000.00	1	\$35,000.00
VIP Accounting License - Software Assurance Discount			
VIP Accounting Conversion, Configuration & Implementation Services Data conversion includes current year, plus up to 2 years of history. Includes implementation, training, and project management.	\$23,000.00	1	\$23,000.00
Subtotal VIP Accounting Suite			\$23,000.00
VIP UTILITY BILLING			
VIP Utility Billing License Reading File Set Up & Configuration VIP Utility Billing Workflows Invoice Cloud Integration Bill File Set Up & Configuration - Smart Bill Lockbox	\$30,000.00	1	\$30,000.00
VIP Utility Billing License - Software Assurance Discount			
VIP Utility Billing Conversion, Configuration & Implementation Services Data conversion includes current year, plus up to 2 years of history. Includes implementation, training, and project management.	\$19,500.00	1	\$19,500.00
Subtotal VIP Utility Billing			\$21,500.00
VIP ASSET MANAGEMENT			
VIP Asset Management License	\$8,000.00	1	\$8,000.00
VIP Asset Management License - Software Assurance Discount			
VIP Asset Management Conversion, Configuration & Implementation Services Electronic import for Assets via Asset Import Template populated by customer. Only one data source may be used for the conversion of Asset Management.	\$3,500.00	1	\$3,500.00
Subtotal VIP Asset Management			\$3,500.00



Software & Services	Price	Qty	Ext. Price
ADDITIONAL PRODUCTS & SERVICES			
Cloud Technical Set Up Services	\$1,500.00	1	\$1,500.00
Post Live Training	\$1,000.00	2	\$2,000.00
Ultimate Edge Basic - Check Signing Solution with Positive Pay Includes additional signature for any check above \$10,000	\$2,600.00	1	\$2,600.00
Subtotal Additional Products & Services			\$6,100.00
	Subtotal:		\$54,100.00

Quote Summary	Amount
Software & Services	\$54,100.00
Total:	\$54,100.00

Additional Terms

Software prices quoted are valid for 90 days.

Payment Terms for Service Fees:

- 10% down is required at time of the signing (non-refundable)
- 60% due when sandbox is delivered
- 30% due on Go Live scheduled date

Annual Fees:

The city's new software assurance annual fee will be \$46,088.56. The new annual fee includes the VIP upgraded modules being added to the Software Assurance Plan along with cloud hosting through VIP cloud. Billing will begin when customer is given credentials to converted data in the sandbox environment, with pro-rated credit provided on the legacy software support plan currently in place.

The city has the option for continued use of the VIP Sandbox database for an annual cost of \$3,600.

Data Conversion & Implementation:

For this project, the City has requested to convert data for Accounting and Utility Billing into one live database. The scope of conversion into the database is defined below. As part of this process the City is agreeing to give Software Solutions permissions to obtain your legacy data, put it on Software Solutions Inc. network, transform it into the VIP format, and return this data back to customer for the sandbox and the live conversion.

Conversion of the fixed assets data: Data import for VIP Asset Management must match SSI supplied Asset Import template. Once the city has completed and filled out the template, Software Solutions will verify, test and complete the import into VIP.

The live database will include the following data:

- Accounting – current year plus 2 years of historical data
- Utility Billing - current year plus 2 years of historical data
- Assets – all assets from a single data source via the Asset Import Template

Conversion for the VIP Accounting, and Utility Billing is quoted for the current year and 2 years of history. Additional years of data may be requested by the City for an additional cost.

The City has chosen to move payroll to the third party provider Asure, and will look to import the payroll information from Asure into VIP Accounting in the form of payroll import template journal entry. No conversion services from eGov Payroll to Asure are included in this proposal nor are any customized import templates to bring data from Asure to the VIP Accounting System.

Applications include electronic banking capabilities as part of the applications. These include such things as ACH, Direct Deposit, EFT, etc.

This proposal does not include VIP Payroll nor VIP Analytics.

Quote does not include Chart of Accounts renumbering consulting, if required a separate service quote can be provided. Depending on the complexity of services required these



projects tend to cost \$6,500 to \$16,000.

VIP Cloud SaaS Notes

This subscription requires a minimum 1-year commitment, with an estimated annual increase of 5% - 10% each year.

Receipt Printing, Check Printing, and other city misc. programs may still require on-site hardware resources.

To proceed with this order, please return signed SLA to:
beasterling@mysoftwaresolutions.com

Acceptance

Printed Name: _____

Signature: _____

Title: _____

Purchase Date: _____

Purchase Order Number: _____

Printed Name: _____

Signature: _____

Title: _____

Date: _____

Printed Name: _____

Signature: _____

Title: _____

Date: _____



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

January 5, 2026

To: The Mayor and Members of Sylvania City Council

Re: **Professional Engineering Services Proposal (Tetra Tech)
Centennial Road & Little Road Intersection Improvements**

Dear Mr. Mayor and Council Members:

At the July 21, 2025 meeting City Council authorized the Service Department to request Letters of Interest (LOI's) from consultants to provide engineering services for the design of a modern roundabout at the intersection Centennial Road and Little Road.

During the solicitation we received LOI's from three (3) engineering consultants. The Service Department reviewed, scored, and ranked the LOI's and selected Tetra Tech as the most highly qualified consultant for this project. Subsequently, the Service Department entered into scope of services and fee negotiations with Tetra Tech. We have completed those negotiations and Tetra Tech has prepared a proposal in the amount of \$220,000 to complete the requested scope of services.

Their scope of services includes topographic survey (performed by Garcia Surveyors), preparation of construction plans and right-of-way plans, and geotechnical engineering (performed by Verdantas). The Service Department will return to City Council to request additional proposal approvals for right-of-way acquisition services by West Erie Realty Solutions once the right-of-way needs on the project are more defined. This engineering work was included in the 2026 budget and would be funded from account 401-7610-53607.

We recommend approval of the enclosed engineering proposal in the amount of \$220,000 with Tetra Tech. 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

Heb.

ORDINANCE NO. 9-2026

**ACCEPTING THE PROPOSAL OF TETRA TECH TO PROVIDE
PROFESSIONAL ENGINEERING SERVICES FOR THE CENTENNIAL
ROAD & LITTLE ROAD INTERSECTION IMPROVEMENT PROJECT;
APPROPRIATING FUNDS THEREFORE IN THE AMOUNT OF
\$220,000; AND DECLARING AN EMERGENCY.**

WHEREAS, at the July 21, 2025 meeting of Sylvania City Council, the Service Department was authorized to request Letters of Interest from consultants to provide engineering services for the design of a modern roundabout at the intersection of Centennial Road and Little Road; and,

WHEREAS, the Service Department reviewed, scored and ranked the three Letters of Interest received and thereafter selected Tetra Tech as the most qualified consultant for this project; and,

WHEREAS, the Director of Public Service, by report dated January 5, 2026, has received a proposal from Tetra Tech to prepare construction plans and right-of-way plans, geotechnical engineering and a topographic survey in the amount of Two Hundred Twenty Thousand Dollars (\$220,000.00); and,

WHEREAS, the Director of Public Service, by report dated January 5, 2026, has recommended that the proposal in the amount of \$220,000 for the professional engineering services relative to the Centennial Road & Little Road Intersection Improvements Project be accepted.

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

SECTION 1. That the proposal of Tetra Tech in the amount of Two Hundred Twenty Thousand Dollars (\$220,000.00) for providing professional engineering services for the Centennial Road & Little Road Intersection Improvement Project, is hereby approved and accepted.

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

SECTION 3. That to provide funds for said engineering services hereby authorized, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND** from funds therein.

not heretofore appropriated to **Account No. 401-7610-53607 – Centennial & Little Roundabout** the amount of Two Hundred Twenty Thousand Dollars (\$220,000.00).

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

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

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

Vote on passage as an emergency: Yeas _____ Nayes _____

Passed, _____, 2026, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date



TETRA TECH

September 26, 2025

Eric Barnes, P.E., S.I.
Deputy Director of Public Service
City of Sylvania
6730 Monroe Street, Suite 101
Sylvania, Ohio 43560

Re: Proposal for the design of the Centennial Road/Little Road Roundabout

Dear Mr. Barnes:

Thank you for selecting our team for the Centennial/Little Roundabout project! We are looking forward to working with you and Mr. Shaw on this exciting and important project. Our team includes Garcia Surveyors for surveying and R/W planning; Verdantas for geotechnical services, and West Erie Realty for R/W acquisition. West Erie will be submitting a proposal directly to the City for R/W acquisition services, later in the design process, when the final R/W needs are determined. Below is a breakdown of project understanding, project scope, project schedule, assumptions, and compensation.

PROJECT UNDERSTANDING

This project involves the design of a modern roundabout at the intersection of Centennial Road and Little Road, with roadway and sidewalk improvements extending east on Little Road (approximately 1000' from Centennial Road).

The following scope is based on our understanding:

PROJECT SCOPE

Subconsultant proposals are attached, along with a detailed cost proposal outlining tasks, hours and costs for each major submittal. This project will include the development of the following deliverables:

- Survey (Garcia)
- Geotechnical Investigations and Recommendations (Verdantas)
- 30% Design Submittal with Opinion of Probable Costs (OPC)
- Preliminary and Final R/W Plans & Easement for Little Road Sidewalk (Garica)
- 95% Design Submittal with OPC
- 100% Deliverables – Final Plans, Specifications, and Estimate (PS&E)



Anticipated final PS&E sheets are as follows:

<u>Sheet Type</u>	<u>Estimated No. of Sheets</u>
➤ Title Sheet	1
➤ Horizontal and Vertical Control Sheet	1
➤ Typical Sections	2
➤ General Notes	2
➤ General Summary	2
➤ Sub-Summaries	3
➤ Project Site Plan	1
➤ Maintenance of Traffic Notes and Detour Plan	2
➤ Plan & Profile Sheets (Centennial Road)	2
➤ Plan Sheet of Roundabout	1
➤ Profile Sheet of Roundabout	1
➤ Plan & Profile Sheets (Little Road)	2
➤ Geometric Plan/Curve and Line Data Tables	1
➤ Splitter Island/Curve and Line Data Tables	1
➤ Crown Details	1
➤ Cross Section Sheets (50' spacing)	10
➤ Signing and Pavement Marking Plans	3
➤ Lighting Plan and Notes	2
➤ Landscape Plans and Detail Sheets	1
➤ R/W Plans	TBD

Bidding Phase

1. Answer bidder questions and assist the City with preparing addenda.
2. Attend pre-bid meeting.

Construction Engineering Phase

1. Assist the City with responses to Contractor Requests for Information (RFI). We have budgeted up to 12 hours for this task.

**PROJECT SCHEDULE**

TASK	DATE
City Council Contract Award	Jan. 5, 2026
Authorization to Proceed	Jan. 20, 2026
30% Submission	Mar. 27, 2026
30% Review Completion	April 24, 2026
Preliminary RW Plan Submission	June 19, 2026
Preliminary RW Plan Review Completion	July 17, 2026
95% Submission	Aug. 14, 2026
Final RW Plan Submission	Aug. 14, 2026
Final RW Plan Review Completion	Sept. 18 2026
95% Review Completion	Oct. 2, 2026
Begin RW Acquisition	Oct. 19, 2026
End RW Acquisition	July 30, 2027
100% Submission	Aug. 27, 2027

ASSUMPTIONS

We assume that all required permit fees will be paid directly by the City of Sylvania and are not included in this proposal. As noted previously, West Erie Realty will be submitting a separate proposal to the City for Right-of-Way acquisition services at a later date. No construction oversight or administration is included in this proposal. We have included hours for 3 meetings (project kickoff, 30% design review, and the pre-bid meeting).

COMPENSATION

Compensation for our personnel directly engaged in the work of this proposal will be based on time and material basis. We have estimated a budget of **\$220,000** for this project. If Tt anticipates that additional effort is required beyond the Base Scope and/or the "If Authorized" scope during the project, Tt will submit a written request to the City of Sylvania for authorization prior to performing any additional work. The agreement for this project is comprised of this proposal, attachments, and the Tt Standard Terms and Conditions (Tt ST&C).



TETRA TECH

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

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew J. Langenderfer".

Andrew J. Langenderfer, P.E.
Vice President
Andy.langenderfer@tetrtech.com
419.779.7686

Atts: Price Proposal Form
Sub-consultant Price Proposals (Garcia & Verdantas)
Tt Standard Terms and Conditions

C: Joe Shaw, P.E., P.S., Director of Public Service
Austin Dantin, P.E., Tetra Tech
Garrett Brenke, E.I., Tetra Tech

PROPOSAL ACCEPTED BY (Mayor Mark Frye) _____
TITLE: Mayor _____ **DATE** _____

PROPOSAL ACCEPTED BY (Mr. Toby Schroyer) _____
TITLE: Finance Director/Treasurer _____ **DATE** _____



Price Proposal

Centennial/Little Roundabout

Centennial/Little Roundabout
Submitted to: City of Sylvania, Ohio

Labor Plan 78

ଶ୍ରୀମଦ୍ଭଗବତ ।

Centennial/Little Roundabout
Submitted to: City of Sylvania, Ohio

17a.



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

January 5, 2026

To: The Mayor and Members of Sylvania City Council

Re: Bid Award – LUC-VAR-Sylvania PHB's (PID 122182)

Dear Mr. Mayor and Council Members:

The Service Department requested City Council authorization to advertise for bids for the LUC-VAR-Sylvania PHB's (PID 122182) Project at the November 3, 2025 meeting. As a reminder, this project will replace four (4) Rectangular Rapid Flashing Beacon (RRFB) systems at Highland Elementary, Sylvan Elementary, McCord Junior High, and Southview High School with Pedestrian Hybrid Beacons (PHB). The published engineer's estimate was \$731,103.00.

The City received five (5) bids on December 19, 2025. The apparent low bidder was FET Construction Services, LLC from Toledo, Ohio with a bid of \$551,598.80 (24.6% under estimate). The 2nd lowest bid received was from Perram Electric, Inc. from Wadsworth, Ohio with a bid of \$572,457.58 (21.7% under estimate).

FET Construction Services, LLC has performed many construction projects for the City including 2025 work on the Downtown Transportation Improvements Project (both Phase 1 and Aerial Utility Bury) and the Harroun Road/Ravine Drive/Flower Hospital Traffic Signal Project.

The Ohio Department of Transportation (ODOT) Highway Improvement Safety Program will be funding 90% of the construction cost (\$496,438.92) with the Ohio Public Works Commission (OPWC) providing addition funding assistance. This project was included in our 2026 budget and would be funded from the 401-7610-53614 account. We recommend the construction contract be awarded to FET Construction Services, LLC in the amount of \$551,598.80. Please call with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "J. E. Shaw".

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

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www.cityofsylvania.com

176.

ORDINANCE NO. 10-2026

**ACCEPTING THE BID OF FET CONSTRUCTION SERVICES, LLC AND
AWARDING THE CONTRACT FOR THE PEDESTRIAN HYBRID
BEACON PROJECT TO SAME; AUTHORIZING THE EXPENDITURE
FOR THE IMPROVEMENTS IN THE AMOUNT OF \$551,598.80;
APPROPRIATING FUNDS THEREFORE; AND DECLARING AN
EMERGENCY.**

WHEREAS, plans for the Pedestrian Hybrid Beacon Project which include replacing four Rectangular Rapid Flashing Beacon systems at Highland Elementary, Sylvan Elementary, McCord Junior High, and Southview High School with Pedestrian Hybrid Beacons have been completed and are now on file with the Clerk of this Council; and,

WHEREAS, the Clerk of Council was authorized to advertise for bids at the November 3, 2025 meeting of Sylvania City Council and thereafter the Clerk advertised for bids, and the bids were opened on December 19, 2025, and thereafter, the Director of Public Service, by report dated January 5, 2026, stated that the engineer's estimate for the Pedestrian Hybrid Beacon Project was \$731,103 and the following bids were received:

<u>BIDDERS</u>	<u>BID PRICE</u>
FET Construction Services, LLC	\$551,598.80
Perram Electric, Inc.	572,457.58
U.S. Utility Contractor Co., Inc.	586,446.39
Miller Cable Company	696,720.00
J. Ranck Electric, Inc.	911,544.26

WHEREAS, the five (5) bids offered by the above bidders meet all of the City's specifications and the Director of Public Service, by report dated January 5, 2026, has recommended acceptance of the lowest and best bid of FET Construction Services, LLC and that the contract for the Pedestrian Hybrid Beacon Project be awarded to same.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Sylvania, Lucas

County, Ohio, _____ members elected thereto concurring:

SECTION 1. That the bid of FET Construction Services, LLC, Toledo, Ohio for said Pedestrian Hybrid Beacon Project, in the amount of Five Hundred Fifty-One Thousand Five Hundred Ninety-Eight and 80/100 Dollars (\$551,598.80), is hereby determined to be the lowest and best bid received and the same is hereby accepted.

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

SECTION 3. That to provide funds for said improvements hereby authorized, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore appropriated to **Account No. 401-7610-53614 – Sylvania Schools Pedestrian Hybrid Beacons**, the total sum of Five Hundred Fifty-One Thousand Five Hundred Ninety-Eight and 80/100 Dollars (\$551,598.80).

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

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

SECTION 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the bid of FET Construction Services, LLC should be accepted immediately so as to provide for the commencement of the Pedestrian Hybrid Beacon 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: Yea _____ Nays _____

Passed, _____, 2026, as an emergency measure.

President of Council _____

ATTEST:

APPROVED AS TO FORM:

Clerk of Council _____

Director of Law _____

APPROVED:

Mayor _____

Date _____



DEPARTMENT OF PUBLIC SERVICE
CITY OF SYLVANIA, P.C. P.L. SECTOR

LUC-VAR-Sylvania PHBs (PID 122182)

Bid Tabulation

Item #	Bid Item Description	FET Construction Services, LLC			Perian Electric, Inc.			U.S. Utility Contractor Co., Inc.			Miller Cable Company			J. Rank Electric, Inc.
		Estimated Quantity	Unit	Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount	
Section 001: ROADWAY														
201E1000	CLEARING AND GRUBBING	1.00	LS	\$108.00	\$108.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	
202E5000	WALK REMOVED	5.00	SF	\$40.00	\$200.00	\$1,467.20	\$1,467.20	\$1,467.20	\$1,467.20	\$1,467.20	\$1,467.20	\$1,467.20	\$1,467.20	
203E5000	CURB REMOVED	91.00	FT	\$16.00	\$1,456.00	\$12.00	\$1,097.00	\$12.00	\$1,097.00	\$12.00	\$1,097.00	\$12.00	\$1,097.00	
204E5100	PIPE REMOVED, 24" AND UNDER	11.00	FT	\$61.00	\$191.00	\$30.00	\$332.00	\$30.00	\$332.00	\$30.00	\$332.00	\$30.00	\$332.00	
601E1000	4" CONCRETE WALK	1488.00	SF	\$16.00	\$23,808.00	\$17.00	\$23,729.00	\$17.00	\$23,729.00	\$17.00	\$23,729.00	\$17.00	\$23,729.00	
602E2000	CURB RAMP	428.00	SF	\$27.00	\$11,566.00	\$17.00	\$17,721.00	\$17.00	\$17,721.00	\$17.00	\$17,721.00	\$17.00	\$17,721.00	
Section 002: EROSION CONTROL														
203E1000	EXCAVATION	7.00	CY	\$14.00	\$78.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	
203E2000	EMBANKMENT	5.00	CY	\$14.00	\$70.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	
655E0300	TOPSOIL	49.50	CY	\$103.20	\$4,940.50	\$15.00	\$2,827.50	\$15.00	\$2,827.50	\$15.00	\$2,827.50	\$15.00	\$2,827.50	
655E1000	SEEDING AND MULCHING	521.30	SY	\$1.50	\$3,398.45	\$2.50	\$1,325.75	\$2.50	\$1,325.75	\$2.50	\$1,325.75	\$2.50	\$1,325.75	
655E2000	COMMERCIAL FERTILIZER	0.12	TON	\$141.00	\$16.00	\$15.00	\$116.00	\$15.00	\$116.00	\$15.00	\$116.00	\$15.00	\$116.00	
655E5100	LIME	0.10	ACRE	\$109.00	\$10.00	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	
655E5500	WATER	2.28	MGAL	\$10.80	\$24.62	\$150.00	\$111.00	\$150.00	\$152.50	\$111.00	\$152.50	\$111.00	\$152.50	
832E1500	STORM WATER POLLUTION PREVENTION PLAN	1.00	LS	\$80.00	\$80.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	
832E15002	STORM WATER POLLUTION PREVENTION INSPECTIONS	1.00	LS	\$2,850.00	\$2,850.00	\$1,860.00	\$1,860.00	\$1,860.00	\$1,860.00	\$1,860.00	\$1,860.00	\$1,860.00	\$1,860.00	
832E5100	STORM WATER POLLUTION PREVENTION INSPECTION SOFTWARE	1.00	LS	\$1,560.00	\$1,560.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	
832E2000	EROSION CONTROL	4600.00	EA/CU	\$11.00	\$46,000.00	\$1.00	\$50,000.00	\$1.00	\$50,000.00	\$1.00	\$50,000.00	\$1.00	\$50,000.00	
Section 003: DRAINAGE														
811E1200	6" CONDUIT, TYPE D	11.00	FT	\$12.00	\$130.00	\$10,120.00	\$10,120.00	\$10,120.00	\$10,120.00	\$10,120.00	\$10,120.00	\$10,120.00	\$10,120.00	
Section 004: PAVEMENT														
202E2000	PAVEMENT REMOVED	11.00	SY	\$27.00	\$297.00	\$140.00	\$440.00	\$140.00	\$440.00	\$140.00	\$440.00	\$140.00	\$440.00	
205E1000	PAVEMENT REPAIR	11.00	SY	\$108.00	\$1,168.00	\$100.00	\$940.00	\$100.00	\$940.00	\$100.00	\$940.00	\$100.00	\$940.00	
205E1001	PAVEMENT REPAIR AS PER PLAN	29.00	SY	\$106.00	\$3,132.00	\$107.00	\$3,183.00	\$107.00	\$3,183.00	\$107.00	\$3,183.00	\$107.00	\$3,183.00	
609E1000	COMBINATION CURB AND GUTTER TYPE 2	91.00	FT	\$54.00	\$4,944.00	\$55.00	\$5,700.00	\$55.00	\$5,700.00	\$55.00	\$5,700.00	\$55.00	\$5,700.00	
Section 1100: TRAFFIC CONTROL														
619E2101	GROUND MOUNTED SUPPORT, NO. 3 POST, AS PER PLAN	282.00	FT	\$15.00	\$1,930.00	\$1,200.00	\$1,764.00	\$1,200.00	\$1,764.00	\$1,471.40	\$1,471.40	\$1,471.40	\$1,471.40	
630E1700	SIGN HANGER ASSEMBLY, MAST ARM	9.00	EA/CH	\$12.00	\$13,456.00	\$14.00	\$13,214.00	\$14.00	\$13,214.00	\$14.00	\$13,214.00	\$14.00	\$13,214.00	
630E6100	SIGNAL FLAT SHEET	185.00	SF	\$14.00	\$1,745.00	\$14.00	\$1,745.00	\$14.00	\$1,745.00	\$14.00	\$1,745.00	\$14.00	\$1,745.00	
630E8400	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL	13.00	EA/CH	\$12.00	\$160.00	\$160.00	\$160.00	\$160.00	\$160.00	\$160.00	\$160.00	\$160.00	\$160.00	
630E8402	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL	13.00	EA/CH	\$12.00	\$126.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	
630E89002	REMOVAL OF MISCELLANEOUS TRAFFIC CONTROL ITEM	0.00	EA/CH	\$8,472.00	\$8,472.00	\$1,190.00	\$1,190.00	\$1,190.00	\$1,190.00	\$1,190.00	\$1,190.00	\$1,190.00	\$1,190.00	
632E1200	LANE LINE, 4" TYPE 1	0.01	MILE	\$107,923.00	\$26,000.00	\$150.00	\$105,000.00	\$150.00	\$105,000.00	\$150.00	\$105,000.00	\$150.00	\$105,000.00	
642E5000	REMOVAL OF PAVEMENT MARKING	853.00	FT	\$140.	\$116,862.00	\$11.00	\$117,000.00	\$11.00	\$117,000.00	\$11.00	\$117,000.00	\$11.00	\$117,000.00	
642E5020	REMOVAL OF PAVEMENT MARKING	4.00	EA/CH	\$108.00	\$142.00	\$100.00	\$105.00	\$100.00	\$105.00	\$100.00	\$105.00	\$100.00	\$105.00	

Item #		Bid Item Description		FET Construction Services, LLC		Peram Electric, Inc.		U.S. Utility Contractor Co., Inc.		Miller Cable Company		J. Ranck Electric, Inc.	
				Estimated Quantity	Units	Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount
644E00500	STOPLINE	210.00	FT	\$1,968.00	\$10.00	\$1,968.00	\$1,968.00	\$1,943.50	\$10.00	\$1,943.50	\$12,060.00	\$14.85	\$14.85
644E00531	CROSSWALK LINE, 24" AS PER PLAN	254.00	FT	\$1,930.40	\$15.00	\$1,930.40	\$1,930.40	\$1,888.90	\$15.00	\$1,888.90	\$37,816.00	\$14.65	\$14.65
Section 1201: TRAFFIC SIGNALS													
611E02400	4" CONDUIT, TYPE E, FOR PULL BOX UNDERDRAINS	100.00	FT	12,000.00	10.00	12,000.00	12,000.00	11,150.00	10.00	11,150.00	120,000.00	\$18.00	\$18.00
611E04000	12" CONDUIT, TYPE C	10.00	FT	12,000	\$12.00	\$12,000.00	\$12,000.00	\$11,750.00	\$12.00	\$11,750.00	\$120,000.00	\$18.00	\$18.00
622E18261	BRAKET ARM, 15" AS PER PLAN	3.00	EA/CH	\$1,044.00	\$132.00	\$1,044.00	\$1,044.00	\$1,025.75	\$132.00	\$1,025.75	\$1,025.75	\$1,025.75	\$1,025.75
622E22900	NO. 6 AWG 600 VOL. DISTRIBUTION CABLE	813.00	FT	\$1,60	\$2,113.60	\$3,34	\$3,34	\$2,754.2	\$2,113.60	\$2,754.2	\$3,00	\$3,499.00	\$3,75
622E23400	NO. 10 AWG POLE AND BRACKET CABLE	504.00	FT	\$1.70	\$952.60	\$1.85	\$952.40	\$1.80	\$952.40	\$1.80	\$10,40	\$2,00	\$1,068.00
622E25408	CONDUIT, 2" 225.051	344.00	FT	17.90	\$2,717.50	\$11.80	\$11.80	\$7.10	\$11.80	\$7.10	\$4,424.40	\$13.00	\$4,727.00
622E25410	CONDUIT, 2" 225.052	47.00	FT	17.80	\$1.60	\$10.05	\$10.05	\$7.05	\$10.05	\$7.05	\$1,400.00	\$14.00	\$1,568.00
622E25504	CONDUIT, 3" 225.051	164.00	FT	1.00	\$1,312.00	119.00	\$1.19	\$1.19	\$1.19	\$1.19	\$1,16.00	\$1.19	\$1,175.00
622E25504	CONDUIT, 4" 225.051	92.00	FT	119.70	\$84.40	\$118.80	\$118.80	\$85.83	\$118.80	\$85.83	\$12,36	\$20.00	\$11,940.00
622E25606	CONDUIT, 4" 225.052	56.00	FT	112.00	\$86.00	115.85	\$115.85	\$87.27	\$115.85	\$87.27	\$1,786.00	\$21.00	\$1,918.00
622E25908	CONDUIT, JACKED OR DRILLED, 225.052, 2"	69.00	FT	164.00	\$15.95	\$96.00	\$96.00	\$95.90	\$15.95	\$95.90	\$1,323.50	\$17.47	\$1,405.00
622E25908	CONDUIT, JACKED OR DRILLED, 225.052, 4"	177.00	FT	165.00	\$11,095.00	\$1.75	\$11,095.00	\$1.75	\$11,095.00	\$1.75	\$1,308.28	\$94.00	\$1,192.00
622E25953	LUMINARE CONVENTIONAL, SOLID STATE LED, AS PER PLAN, 30 WATT LED, 120 VOLTS	3.00	EA/CH	\$714.00	\$2,424.00	\$620.00	\$1,569.00	\$546.00	\$1,569.00	\$1,569.00	\$1,644.00	\$1,200.00	\$1,600.00
622E26000	TRENCH	505.00	FT	59.30	\$4,986.50	\$15.90	\$7,019.50	\$10.18	\$7,019.50	\$10.18	\$14,030.00	\$13.00	\$14,565.00
622E27026	PULL BOX, 225.01, 24"	10.00	EA/CH	\$1,558.00	\$15,960.00	\$2,010.00	\$2,010.00	\$192.00	\$2,010.00	\$192.00	\$1,211.40	\$12,114.00	\$11,928.00
622E28000	GROUND ROD	13.00	EA/CH	\$7,310.00	\$6,539.00	\$1.00	\$4,114.00	\$1.00	\$4,114.00	\$1.00	\$2,673.75	\$275.00	\$1,575.00
521E44001	POWER SERVICE, AS PER PLAN	4.00	EA/CH	\$1,561.20	\$18,344.00	\$10.20	\$840.00	\$10.20	\$840.00	\$10.20	\$11,265.20	\$15,140.00	\$15,125.00
522E36010	UNDERGROUND WARNING/MARKING TAPE	505.00	FT	\$7.30	\$11,151.50	\$1.25	\$1,531.75	\$1.03	\$1,531.75	\$1.03	\$1,251.50	\$1,125.15	\$1,151.50
632E50017	VEHICULAR SIGNAL HEAD, LED, 3-SECTION, 12" LENGTH, 4-WAY, POLYCARBONATE, AS PER PLAN	16.00	EA/CH	\$1,544.00	\$14,704.00	\$1,142.00	\$1,142.00	\$1,077.40	\$1,142.00	\$1,077.40	\$1,27,998.40	\$1,17,998.40	\$1,17,998.40
632E50120	PEDESTRIAN SIGNAL HEAD, LED, TYPE D2	8.00	EA/CH	\$1,553.00	\$8,556.00	\$4,00	\$4,00	\$3,700.00	\$4,00	\$3,700.00	\$1,268.75	\$1,268.75	\$1,268.75
632E50000	COVERING OF VEHICULAR SIGNAL HEAD	16.00	EA/CH	\$4.00	\$11,410.00	\$20.00	\$20.00	\$17.65	\$11,410.00	\$17.65	\$1,140.00	\$1,140.00	\$1,140.00
632E50170	COVERING OF PEDESTRIAN SIGNAL HEAD	8.00	EA/CH	\$4.00	\$752.00	\$10.00	\$860.00	\$10.00	\$860.00	\$10.00	\$825.50	\$96.00	\$830.00
632E50001	PEDESTRIAN PUSHBUTTON, AS PER PLAN	8.00	EA/CH	\$1,374.00	\$19,929.00	\$11,210.00	\$11,210.00	\$9,916.00	\$11,210.00	\$11,210.00	\$19,072.20	\$9,950.00	\$9,950.00
632E52000	SIGNAL CABLE, 2 CONDUCTOR, NO. 14 AWG	750.00	FT	\$4.00	\$1,000.00	\$4.42	\$1,042.00	\$4.30	\$1,042.00	\$4.30	\$946.40	\$1,180.00	\$1,575.00
532E40500	SIGNAL CABLE, 5 CONDUCTOR, NO. 14 AWG	291.00	FT	\$5.10	\$18,949.10	\$3,03	\$5,980.93	\$3.17	\$5,980.93	\$3.17	\$3,165.40	\$1,783.00	\$1,900.00
632E50011	SIGNAL SUPPORT FOUNDATION, AS PER PLAN	6.00	EA/CH	\$0.1600	\$19,986.00	\$7,480.00	\$4,980.00	\$4,925.00	\$7,480.00	\$4,925.00	\$1,980.00	\$4,925.00	\$5,200.00
632E40202	PEDESTRIAN FOUNDATION	9.00	EA/CH	\$1,01.00	\$19,933.00	\$1,199.00	\$1,199.00	\$1,170.00	\$1,199.00	\$1,199.00	\$1,17,970.00	\$1,17,970.00	\$1,17,970.00
632E40500	TEST HOLE, PERFORMED	4.00	EA/CH	\$1,08.00	\$11,320.00	\$1,000.00	\$1,200.00	\$1,185.40	\$1,200.00	\$1,185.40	\$1,180.00	\$1,250.00	\$1,250.00
632E60320	POWER CABLE, 3 CONDUCTOR, NO. 2 AWG	395.00	FT	\$9.40	\$1,713.00	\$11.25	\$4,449.75	\$12.14	\$4,449.75	\$12.14	\$1,789.05	\$1,175.00	\$1,925.00
632E71111	SIGNAL SUPPORT, TYPE TC-8123, DESIGN 4, AS PER PLAN	2.00	EA/CH	\$14,875.00	\$2,656.00	\$11,195.00	\$3,290.00	\$3,294.50	\$3,290.00	\$3,294.50	\$1,178.27	\$1,178.27	\$1,178.27
632E71211	SIGNAL SUPPORT, TYPE TC-8122, DESIGN 12, AS PER PLAN	1.00	EA/CH	\$11,882.00	\$1,535.00	\$1,535.00	\$1,535.00	\$1,535.40	\$1,535.00	\$1,535.40	\$1,178.75	\$1,178.75	\$1,178.75
632E71211	COMBINATION SIGNAL SUPPORT, TYPE TC-8122, DESIGN 4, AS PER PLAN	2.00	EA/CH	\$12,387.00	\$19,744.00	\$13,350.00	\$13,350.00	\$13,578.10	\$19,744.00	\$13,578.10	\$1,178.00	\$1,178.00	\$1,178.00
632E71211	COMBINATION SIGNAL SUPPORT, TYPE TC-8122, DESIGN 13, AS PER PLAN	1.00	EA/CH	\$13,703.00	\$12,793.00	\$11,245.00	\$11,245.00	\$11,374.00	\$12,793.00	\$11,374.00	\$1,178.05	\$1,178.05	\$1,178.05
632E71211	PEDESTRIAN, 8", AS PER PLAN	3.00	EA/CH	\$1,988.00	\$5,874.00	\$1,990.00	\$1,990.00	\$1,995.00	\$1,990.00	\$1,995.00	\$1,217.25	\$1,178.75	\$1,178.75
632E71211	PEDESTRIAN, 12", AS PER PLAN	4.00	EA/CH	\$14,153.00	\$56,912.00	\$12,885.00	\$12,885.00	\$16,448.40	\$12,885.00	\$16,448.40	\$15,230.00	\$15,230.00	\$15,230.00
632E71211	CABINET, TYPE TS-2, AS PER PLAN	4.00	EA/CH	\$1,350.00	\$4,400.00	\$1,408.00	\$1,408.00	\$1,505.25	\$1,408.00	\$1,505.25	\$1,400.00	\$1,400.00	\$1,400.00
632E71211	CABINET, FOUNDATION	4.00	EA/CH	\$703.00	\$2,812.00	\$795.00	\$795.00	\$1,156.25	\$795.00	\$1,156.25	\$1,025.00	\$1,025.00	\$1,025.00
632E71211	CONTROLLER WORK PAD, AS PER PLAN	4.00	EA/CH	\$703.00	\$2,812.00	\$795.00	\$795.00	\$1,156.25	\$795.00	\$1,156.25	\$1,000.00	\$1,000.00	\$1,000.00

Item #	Bid Item Description	FET Construction Services, LLC			Param Electric, Inc.			U.S. Utility Contractor Co., Inc			Miller Cable Company		
		Estimated Quantity	Units	Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount
6109869723	ATC CONTROLLER AS PER PLAN	4.00	Each	\$6,075.00	\$24,300.00	\$4,845.00	\$18,580.00	\$6,579.45	\$22,317.80	\$6,000.00	\$24,000.00	\$6,725.00	\$25,300.00
Section 2100: MAINTENANCE OF TRAFFIC													
61461110	LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASSISTANCE	24.00	Hour	1108.00	2562.00	1000.00	2400.00	\$102.25	2070.00	175.00	1180.00	\$10.00	\$4800.00
6146500000	WATER	1.00	MGAL	\$16.20	\$16.20	\$10.00	\$10.00	\$15.75	\$15.75	\$50.00	\$50.00	\$47.50	\$47.50
Section 2300: INCIDENTALS													
614611000	MAINTAINING TRAFFIC	1.00	LS	\$16186.00	\$16186.00	\$115,675.00	\$13,875.00	\$72,50.00	\$22,550.00	\$107.25	\$6,107.25	\$100.00	\$54,000.00
613650000	CONSTRUCTION LAYOUT STAKES AND SURVEYING	1.00	LS	\$13113.00	\$13113.00	\$280.00	\$280.00	\$14,010.00	\$14,010.00	\$17,500.00	\$17,500.00	\$12,150.00	\$12,150.00
624500000	MATERIALIZATION	1.00	LS	\$14,039.00	\$14,039.00	\$20,000.00	\$17,000.00	\$18,392.50	\$18,392.50	\$45,000.00	\$45,000.00	\$90,000.00	\$90,000.00
	Bid Total:			\$651,686.80		\$172,467.80		\$88,446.39		\$896,720.00		\$811,640.26	

Published Engineer's Estimate: #231-103-48

The above Detailed Bid Tabulation is a true and accurate transcription of the bids received for this project on December 19, 2023.



Z. B. 3

Eric M. Barnes

Engineering

City of Sylvania

Deputy Service Director

18a.



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

January 5, 2026

To: The Mayor and Members of Sylvania City Council

Re: **Accessory Structure Removal Agreement – Lot Split 3-2025 (8102/8220 Little Road)**

Dear Mr. Mayor and Council Members:

The Service and Zoning Departments have been coordinating two (2) issues with a proposed lot split application (Lot Split 3-2025) that is scheduled for Sylvania Municipal Planning Commission review and consideration at the January 14, 2026 meeting. The applicant (Mr. Ryan Opial) owns two parcels on Little Road, located at 8102 (TDP 82-00109) and 8220 (TDP 82-00048).

Issue #1 was addressed by City Council on October 20, 2025 with the passage of Ordinance 91-2025. This ordinance amended Chapter 1179.05(f) (Lots) of the Sylvania Municipal Code to provide width-to-depth ratio exceptions to avoid creating irregular shaped lots.

Issue #2 pertains to an existing accessory structure located on one of the lots without a principle structure. The applicant would like to keep a 20' x 21' accessory structure on the 8102 lot with the intent of building a new principle structure on the property within two (2) years of a lot split approval.

The Service Department has drafted an Accessory Structure Removal Agreement stipulating the property owner shall secure a Building Permit within one (1) year and an Occupancy Permit within two (2) years of the lot split application approval. Should the owner fail to meet with these requirements the City is authorized to begin Nuisance Abatement proceedings per Chapter 1329 of the code.

We recommend approval of the Accessory Structure Removal Agreement with Mr. Ryan Opial as a part of the Lot Split 3-2025 application. Please call if you have any questions.

Sincerely,

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

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

ORDINANCE NO. 11-2026

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AN ACCESSORY STRUCTURE REMOVAL AGREEMENT WITH RYAN B. OPIAL FOR 8102 & 8220 LITTLE ROAD, SYLVANIA, OHIO; AND DECLARING AN EMERGENCY.

WHEREAS, Ryan B. Opial purchased the property located at 8102 & 8220 Little Road, Sylvania, Ohio on July 7, 2015; and,

WHEREAS, Mr. Opial has submitted a lot split application to modify the north/south property line between the two parcels (8102 & 8220 Little Road) to the Sylvania Municipal Planning Commission for consideration; and,

WHEREAS, currently, there is a principal structure on one of the parcels and an accessory structure on the other parcel, however, the City's Zoning Code prohibits parcels with only accessory structures on them; and,

WHEREAS, if the lot split application is approved, Mr. Opial plans to construct a principal structure on the lot with the existing accessory structure; and,

WHEREAS, the City and Mr. Opial have agreed to permit the accessory structure to remain for a period of one (1) year from the date of recording of the deeds effectuating the lot split; and,

WHEREAS, the Directors of Law and Public Service have recommended approval of the Agreement, a copy of which is attached hereto as "Exhibit A", be approved.

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

SECTION 1. That the Mayor and Director of Finance be, and they hereby are authorized to enter into an Agreement, on behalf of the City of Sylvania, with Ryan B. Opial, as set forth on the attached "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 Agreement should be approved at the earliest possible time, and therefore, this Ordinance should be effective immediately. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote on passage as an emergency: Yea^s _____ Nay^s _____

Passed, _____, 2026, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

ACCESSORY STRUCTURE REMOVAL AGREEMENT

WHEREAS, the undersigned represents that he is the owner in fee simple of the real estate described on "Exhibit A" as recorded in Instrument 20150810-0032797 in the Lucas County Recorder's Office, attached hereto and made a part hereof, and the undersigned collectively represents that he owns said real estate in fee simple and include all those having any dower rights therein, in which case all references herein to the undersigned shall be construed to refer to all of those comprising the undersigned whether singular, plural, male, female or neuter; and,

WHEREAS, the undersigned has submitted a lot split application (Lot Split 3-2025) to the City of Sylvania Municipal Planning Commission for review and recommendation; and,

WHEREAS, as a part of this lot split application the property owner is requesting an adjustment of the common north/south property line between Lucas County Tax District Parcel Numbers 82-00048 (8220 Little Road) and 82-00109 (8102 Little Road); and,

WHEREAS, there exists an Accessory Structure approximately 20.1 feet wide by 21.0 feet long on Lucas County Tax District Parcel Number 82-00109 (8102 Little Road) at the northeasterly corner of said property as shown on "Exhibit B", a Report of Survey/Existing Conditions; and,

WHEREAS, pursuant to Sylvania Codified Ordinance 1101.01 "Accessory Use or Structure" is defined as, "*Accessory use or accessory structure means a use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principle use or structure.*"; and,

WHEREAS, at the time of this lot split application request there exists one (1) Principle Structure and no Accessory Structure on Lucas County Tax District Parcel Number 82-00048 (8220 Little Road) as shown on "Exhibit B"; and,

WHEREAS, at the time of this lot split application request there exists no Principle Structure and one (1) Accessory Structure on Lucas County Tax District Parcel Number 82-00109 (8102 Little Road) as shown on "Exhibit B"; and,

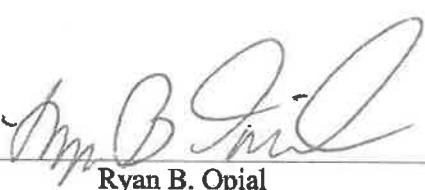
WHEREAS, upon an acceptance or approval of Lot Split 3-2025 by the City of Sylvania Municipal Planning Commission an Accessory Structure would exist on Lucas County Tax District Parcel Number 82-00109 (8102 Little Road) without a Principle Structure on the same lot.

NOW, THEREFORE, the undersigned, for himself, his successors and assigns, his heirs and assigns, hereby agree to the following with the City of Sylvania:

1. Upon recording date(s) of the lot split deeds with the Lucas County Recorder's Office for Lucas County Tax District Parcel Number Numbers 82-00048 (8220 Little Road) and 82-00109 (8102 Little Road) the City of Sylvania hereby agrees to allow the Accessory Structure to remain on the parcel for a period of one (1) year.
2. During the one (1) year period the undersigned agrees to move forward with the design and construction of a new Primary Structure on Lucas County Tax District Parcel Number 82-00109 (8102 Little Road). A Primary Structure would allow for the Accessory Structure to remain on the property in compliance with Sylvania Codified Ordinance 1101.01.
3. Both parties agree that evidence of design would include the obtainment of a Building Permit for a Primary Structure with the Lucas County Building Regulations Department within one (1) year after the lot split deed recording date(s).

4. Both parties agree that evidence of construction would include the obtainment of an Occupancy Permit for a Primary Structure with the Lucas County Building Regulations Department within two (2) years after the lot split deed recording date(s).
5. Should the undersigned meet with the date(s) identified in #3 and #4 above this Accessory Structure Removal Agreement would become null and void.
6. Should the undersigned not meet with the dates identified in #3 and #4 above the City of Sylvania is hereby authorized to begin Nuisance Abatement proceedings as identified in Sylvania Codified Ordinance Chapter 1329 and will have the Accessory Structure, and all contents contained therein, removed from the premises and disposed of accordingly.

The undersigned and City of Sylvania have hereunto set their hands this 17th day of December, 2025.

By: 

Ryan B. Opial



Brandi Shearer
Notary Public, State of Ohio
My Commission Expires:
10/26/2030

STATE OF OHIO

}SS

COUNTY OF LUCAS,

Before me, a Notary Public, in and for said County and State, personally appeared Ryan B. Opial who acknowledged the signing thereof to be his voluntary act and deed for the purpose therein mentioned.

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

Notary Public _____

City of Sylvania, Ohio

By: _____
Mark R. Frye, Mayor

By: _____
Toby A. Schroyer, Director of Finance

Approved:

Leslie B. Brining, Director of Law

This instrument prepared by:
Joseph E. Shaw, P.E., P.S.
Director of Service
City of Sylvania, Ohio
6730 Monroe Street
Sylvania, Ohio 43560

"Exhibit A"

20150810-0032797

Pages: 7 Fee: \$88.00
08/10/2015 02:13:12 PM

T20150024506

Phil Copeland
Lucas County Recorder DEED

08/10/2015
TRANSFERRED BY: SHAR \$1.00
IN COMPLIANCE WITH SEC. 319.202 R.C.
ANITA LOPEZ, AUDITOR
LUCAS COUNTY, OHIO
FEE: \$880.00 EX: MULTI: X
PARCEL: 78-12031 COUNT: 2
TRANS. # 15-104939

Luc Box

808415

**CORPORATE
WARRANTY DEED**

(Statutory Form)

Rev. Code §5302.05.07

Rev. Code §147.55

Know All Men By These Presents:

SEDIQE 3810, LLC, an Ohio limited liability company, of Lucas County, Ohio, for valuable consideration paid, grants with general warranty, to Ryan Opial, whose tax mailing address is 307 N. Main St. Archbold, OH 43502, the following real property:

See attached Exhibit A.

Prior Instrument Reference: 201103210011052

Commonly Known As: 8220 Little Road, Sylvania, Ohio 43560

Parcel No.: 78-12034 and 78-12031

Subject to: zoning ordinances, easements, and restrictions of record and taxes and assessments due and payable after delivery of this deed.

Witness our hands this 7th day of July 2015.

GRANTORS:

SEDIQE 3810, LLC

Zalmai Sediqe, Authorized Member

Shakiba Sediqe, Authorized Member

ACKNOWLEDGEMENT

STATE OF OHIO
COUNTY OF LUCAS SS.:

The foregoing instrument was acknowledged before me this 7th day of July 2015, by SEDIQE 3810, LLC, an Ohio limited liability company, by and through Zalmai Sediqe and Shakiba Sediqe, Authorized Members, Grantor.

Notary Public, Lucas County, Ohio



ZALMAI G SEDIQE
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 11-27-16

This instrument prepared by:

Kenneth W. Wenninger, Attorney at Law
Law Offices of Kenneth W. Wenninger, LLC
5658 N. Main Street, Suite 101
Sylvania, Ohio 43560
(419) 885-4514

EXHIBIT "A"

Legal Description
For File: 808415

Parcel I:

A parcel of land being part of the West half (1/2) of the Northwest quarter (1/4) of Section eight (8), Town nine (9) South, Range six (6) East, in Sylvania Township, Lucas County, Ohio, said parcel of land being bounded and described as follows:

Commencing at the intersection of the West line of said West half (1/2) of the Northwest quarter (1/4) of Section eight (8), with the South line of said West half (1/2) of the Northwest quarter (1/4) of Section eight (8), said West line of the West half (1/2) of the Northwest quarter (1/4) of Section eight (8) also being the centerline of Centennial Road, as it now exists, said South line of the West half (1/2) of the Northwest quarter (1/4) of Section eight (8) also being the centerline of Little Road, as it now exists, said point of intersection being marked with a found iron bolt;

thence in an Easterly direction along said South line of the West half (1/2) of the Northwest quarter (1/4) of Section eight (8), having an assumed bearing of North eighty-nine (89) degrees, twenty-two (22) minutes, fifty-two (52) seconds East, a distance of one thousand one hundred twelve and thirty-one hundredths (1,112.31) feet to the intersection of the West line of a parcel of land as described in Microfiche 00-0454D04, Lucas County Deed Records, said point of intersection being the True Point of Beginning;

thence North one (01) degree, sixteen (16) minutes, forty-nine (49) seconds West along said West line of a parcel of land as described in Microfiche 00-0454D04, Lucas County Deed Records, a distance of three hundred thirty-five and eight hundredths (335.08) feet to the intersection of a line drawn three hundred thirty-five and six hundredths (335.06) feet Northerly of and parallel with said

South line of the West half (1/2) of the Northwest quarter (1/4) of Section eight (8);

thence North eighty-nine (89) degrees, twenty-two (22) minutes, fifty-two (52) seconds East along said line drawn three hundred thirty-five and six hundredths (335.06) feet Northerly of and parallel with the South line of the West half (1/2) of the Northwest quarter (1/4) of Section eight (8), a distance of two hundred thirty-one and sixty-three hundredths (231.63) feet to the intersection of a line drawn thirty-two and zero hundredths (32.00) feet Westerly of and parallel with the East line of said West half (1/2) of the Northwest quarter (1/4) of Section eight (8), said line drawn thirty-two and zero hundredths (32.00) feet Westerly of and parallel with the East line of the West half (1/2) of the Northwest quarter (1/4) of Section eight (8), also being the East line of a parcel of land as described in Microfiche 87-490A01, Lucas County Deed Records;

thence South one (01) degree, twenty-one (21) minutes, thirty (30) seconds East along said line drawn thirty-two and zero hundredths (32.00) feet Westerly of and parallel with the East line of the West half (1/2) of the Northwest quarter (1/4) of Section eight (8), a distance of three hundred thirty-five and eight hundredths (335.08) feet to the intersection of said South line of the West half (1/2) of the Northwest quarter (1/4) of Section eight (8);

thence South eighty-nine (89) degrees, twenty-two (22) minutes, fifty-two (52) seconds West along said South line of the West half (1/2) of the Northwest quarter (1/4) of Section eight (8), a distance of two hundred thirty-two and eight hundredths (232.08) feet to the True Point of Beginning.

Said parcel of land containing an area of 77,687 square feet or 1.783 acres of land, more or less. Subject to legal highways.

Said parcel of land having a present road occupied area of 5,802 square feet, or

0.133 acres of land, more or less.

Less and excepting therefrom the following described parcel:

A parcel of land being part of the West half (1/2) of the Northwest quarter (1/4) of Section eight (8), Town nine (9) South. Range six (6) East, in Sylvania Township, Lucas County, Ohio, said parcel of land being bounded and described as follows:

Commencing at the intersection of the West line of said West half (1/2) of the Northwest quarter (1/4) of Section eight (8), with the South line of said West half (1/2) of the Northwest quarter (1/4) of Section eight (8), said West line of the West half (1/2) of the Northwest quarter (1/4) of Section eight (8) also being the centerline of Centennial Road, as it now exists, said South line of the West half (1/2) of the Northwest quarter (1/4) of Section eight (8) also being the centerline of Little Road, as it now exists, said point of intersection being marked with a found iron bolt;

thence in an Easterly direction along said South line of the West half (1/2) of the Northwest quarter (1/4) of Section eight (8), having an assumed bearing of North eighty-nine (89) degrees, twenty-two (22) minutes, fifty-two (52) seconds East, a distance of one thousand one hundred twelve and thirty-one hundredths (1,112.31) feet to the point of beginning;

thence North one (01) degree, sixteen (16) minutes, forty-nine (49) seconds West along a line, a distance of three hundred thirty-five and eight hundredths (335.08) feet to the intersection of a line drawn three hundred thirty-five and six hundredths (335.06) feet Northerly of and parallel with said South line of the West half (1/2) of the Northwest quarter (1/4) of Section eight (8);

thence North eighty-nine (89) degrees, twenty-two (22) minutes, fifty-two (52) seconds East along said line drawn three hundred thirty-five and six hundredths (335.06) feet Northerly of and parallel with the South line of the West half (1/2) of the Northwest quarter (1/4) of Section eight (8), a distance of one hundred thirty-three and eight tenths (133.08) feet to the intersection of the Easterly line of a parcel of land as described as Parcel I in Volume 1623, page 405, Lucas County Deed Records;

thence South one (01) degree, twenty-one (21) minutes, thirty (30) seconds East along said Easterly line of a parcel of land as described as Parcel I in Volume 1623, page 405, Lucas County Deed Records, a distance of three hundred thirty-five and eight hundredths (335.08) feet to the intersection of said South line of the West half (1n) of the Northwest quarter (1/4) of Section eight (8);

thence South eighty-nine (89) degrees, twenty-two (22) minutes, fifty-two (52) seconds West along said South line of the West half (1/2) of the Northwest quarter (1/4) of Section eight (8), a distance of one hundred thirty-three and five tenths (133.05) feet to the True Point of Beginning.

TD 78-12034

Parcel II:

A parcel of land being part of the West half (1/2) of the Northwest quarter (1/4) of Section eight (8), Town nine (9) South, Range six (6) East, in Sylvania Township, Lucas County, Ohio, said parcel of land being bounded and described as follows:

Commencing at the intersection of the West line of said West half (1/2) of the

Northwest quarter (1/4) of Section eight (8), with the South line of said West half (1/2) of the Northwest quarter (1/4) of Section eight (8), said West line of the West half (1/2) of the Northwest quarter (1/4) of Section eight (8) also being the centerline of Centennial Road, as it now exists, said South line of the West half (1/2) of the Northwest quarter (1/4) of Section eight (8) also being the centerline of Little Road, as it now exists, said point of intersection being marked with a found iron bolt;

thence in an Easterly direction along said South line of the West half (1/2) of the Northwest quarter (1/4) of Section eight (8), having an assumed bearing of North eighty-nine (89) degrees, twenty-two (22) minutes, fifty-two (52) seconds East, a distance of one thousand one hundred twelve and thirty-one hundredths (1,112.31) feet to the point of beginning;

thence North one (01) degree, sixteen (16) minutes, forty-nine (49) seconds West along a line, a distance of three hundred thirty-five and eight hundredths (335.08) feet to the intersection of a line drawn three hundred thirty-five and six hundredths (335.06) feet Northerly of and parallel with said South line of the West half (1/2) of the Northwest quarter (1/4) of Section eight (8);

thence North eighty-nine (89) degrees, twenty-two (22) minutes, fifty-two (52) seconds East along said line drawn three hundred thirty-five and six hundredths (335.06) feet Northerly of and parallel with the South line of the West half (1/2) of the Northwest quarter (1/4) of Section eight (8), a distance of one hundred thirty-three and eight tenths (133.08) feet to the intersection of the Easterly line of a parcel of land as described as Parcel I in Volume 1623, page 405, Lucas County Deed Records;

thence South one (01) degree, twenty-one (21) minutes, thirty (30) seconds East along said Easterly line of a parcel of land as described as Parcel I in Volume 1623, page 405, Lucas County Deed Records, a distance of three hundred thirty-five and eight hundredths (335.08) feet to the intersection of said South line of the West half

(1/2) of the Northwest quarter (1/4) of Section eight (8);

thence South eighty-nine (89) degrees, twenty-two (22) minutes, fifty-two (52) seconds west along said South line of the West half (1/2) of the Northwest quarter (1/4) of Section eight (8), a distance of one hundred thirty-three and five tenths (133.05) feet to the True Point of Beginning.

Said parcel of land containing an area of 44671 square feet or 1.025 acres of land, more or less. Subject to legal highways.

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

TD 78-12031

19a.



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

January 5, 2026

To: The Mayor and Members of Sylvania City Council

Re: **Enterprise Content Management Software Upgrade – OnBase (Hyland Software, Inc.)**

Dear Mr. Mayor and Council Members:

The Service Department is requesting approval for the software upgrade of the City's existing Enterprise Content Management Software, OnBase. OnBase was initially purchased in 2019 by the Information Technology Department to be utilized primarily as a basic digital repository legacy records. While this has helped the process of storing over 20,000 records, the 2019 version does not provide the robust searching, filing, and workflow engine needed to expand this software to all City departments.

This upgrade will transition from simple storage to a dynamic content management tool allowing for the implementation of critical search tools, enhanced document and file sharing, automated workflow management, efficient record storing using artificial intelligence, and integration with GIS and other digital platforms. With this upgrade the City can tackle new objectives such as electronic permitting, electronic payments, and streamlining responses to public record requests.

This software upgrade is programmed into the 2026 budget with a total cost of \$30,320 using \$15,320 from Water Distribution (account 701-7525-53405) and \$15,000 from Sewer Collection (account 702-7540-53405). Implementation is scheduled to begin first quarter 2026 with an estimated implementation timeframe of 60 to 90 days.

We recommend approval of the Amendment to Underlying License Agreement with Hyland Software, Inc. in the amount of \$30,320. Please call with any questions.

Sincerely,

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

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

ORDINANCE NO. 12-2026**AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO
ENTER INTO AN AMENDMENT TO UNDERLYING LICENSE
AGREEMENT WITH HYLAND SOFTWARE, INC. TO UPGRADE THE
CITY'S ENTERPRISE CONTENT MANAGEMENT SOFTWARE;
APPROPRIATING FUNDS THEREFORE IN THE AMOUNT OF \$30,320;
AND DECLARING AN EMERGENCY.**

WHEREAS, since 2019, the Department of Public Service has utilized OnBase, a Hyland Software product, to store records electronically; and,

WHEREAS, the Director of Public Service has received a proposal from Hyland Software, Inc. to upgrade the 2019 version of the software to a dynamic content management tool to provide for critical search tools, enhanced document and file sharing, and automated workflow management across all City departments; and,

WHEREAS, the Director of Public Service, by report dated January 5, 2026, has recommended approval of the Amendment to Underlying License Agreement with Hyland Software for the provision of the upgraded OnBase software program at a cost of \$30,320.

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

SECTION 1. That the Mayor and the Director of Finance be, and they hereby are, authorized to sign the Amendment to Underlying License Agreement with Hyland Software, Inc. on behalf of this City, thereby indicating such approval and acceptance for the OnBase software upgrade.

SECTION 2. That to provide funds for said software hereby authorized, there is hereby allocated from the **WATER FUND** from funds therein not heretofore allocated to **Account No. 701-7525-53405 – Equipment**, an amount not to exceed Fifteen Thousand Three Hundred Twenty Dollars (\$15,320.00) and from the **SEWER FUND** from funds therein not heretofore allocated to **Account No. 702-7540-53405 - Equipment**, an amount not to exceed Fifteen Thousand Dollars (\$15,000.00).

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

requirements including Section 121.22 of the Ohio Revised Code.

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

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

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2026, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

AMENDMENT TO UNDERLYING LICENSE AGREEMENT
(FULL CONVERSION FROM PERPETUAL LICENSES TO SUBSCRIPTION LICENSES FOR HYLAND DIRECT
CUSTOMERS)

This AMENDMENT TO UNDERLYING LICENSE AGREEMENT (“Amendment”) is made and entered into effective as of the date that the last party to sign this Amendment has executed the same (as indicated by the date entered by such party with its signature below) (“Amendment Effective Date”), by and between Hyland Software, Inc. 28105 Clemens Rd., Westlake, Ohio, 44145, United States (“Hyland”) and City of Sylvania 6730 Monroe St., Ste 201, Sylvania, Ohio, 43560, United States (“Customer”) and amends that certain separate contract that governs the licenses to the Software previously procured by Customer from Hyland (such as an End User License Agreement (click through or written), Master Software License, Services and Support Agreement, Software License and Services Agreement or other similar agreement addressing Software license terms) (the “Underlying License Agreement”).

1. DEFINED TERMS:

- (a) Capitalized terms used in this Amendment and not defined herein are used herein with the same meanings given such terms under the Underlying License Agreement.
- (b) The following defined term is added to the Underlying License Agreement:

“Subscription Fees” means periodic fees for the licensing of Software licensed under the Underlying License Agreement, as amended under this Amendment, and for Maintenance and Support for such Software, and payable by Customer to Hyland or Hyland’s authorized solution provider.

“Order Form” means an ordering document signed by the applicable parties, describing the Software or other products or services purchased, associated fees, and other terms agreed to by the parties.

2. CONVERSION FROM PERPETUAL LICENSES TO SUBSCRIPTION LICENSES: The parties agree that the Software licensed to Customer prior to the Amendment Effective Date will convert from a perpetual Software license to a subscription license, and that all Software licensed pursuant to this Amendment and in the future under the Underlying License Agreement shall be licensed on a subscription basis in accordance with the Underlying License Agreement as amended by this Amendment. Accordingly, Hyland and Customer agree that, as of the Amendment Effective Date, the Underlying License Agreement shall be amended as follows:

- (a) **License; Term:** Customer’s right to use the Software licenses as set forth in the Underlying License Agreement shall be subject to Customer’s payment in full of the Subscription Fees and, unless terminated earlier in accordance with the terms of the Underlying License Agreement, or otherwise stated in an Order Form from Customer or Hyland’s authorized solution provider, the term of such Software license shall be an initial term of three (3) years (the “Initial Term”) from the Amendment Effective Date, and such term will automatically renew thereafter for successive terms of one (1) year each, unless and until either party provides at least thirty (30) days advance written notice of non-renewal, in which case the license shall terminate at the end of the then current term. Any reference in the Underlying License Agreement to Software license fees, or if applicable, Maintenance and Support Fees, shall mean Subscription Fees
- (b) **Subscription Fees:** If Customer is a direct customer of Hyland, the following applies: In lieu of Customer’s obligation to pay Software license fees and Maintenance and Support fees under the Underlying License Agreement, Customer shall pay Subscription Fees to Hyland for the Software licensed under the Underlying License Agreement in such amounts as are invoiced by Hyland; provided, that during the Initial Term, Customer shall pay Subscription Fees to Hyland in accordance with the applicable Order Form. Following expiration of the Initial Term, Hyland may increase the Subscription Fees annually by up to ten percent (10%) of the previous year’s Subscription Fees. Hyland will invoice Customer on or after the Amendment Effective Date for Subscription Fees for the first year of the Initial Term. Such invoice shall be due and payable by Customer to Hyland in accordance with the Underlying License Agreement. For any subsequent years, Hyland will invoice Customer for Subscription Fees prior to the beginning of such year, and such invoices shall be due and payable by Customer to Hyland on or before the beginning of such year. In the event Customer licenses additional Software modules under the Underlying License Agreement, Hyland will invoice Customer for Subscription Fees for such additional Software modules on a pro rata basis upon Hyland’s acceptance of the purchase order for such additional Software modules. Such invoice shall be due and payable by Customer to Hyland in accordance with the Underlying License Agreement. Thereafter, Subscription Fees relating to such additional Software shall be included in the subsequent invoices issued with respect to the existing licensed Software.
- (c) **Infringement Indemnification:** In the event Customer is entitled to a refund of fees paid under the IP infringement indemnification provision of the Underlying License Agreement, the amount of such refund shall be replaced with the “unused portion of prepaid Subscription Fees” (as defined below) paid by Customer, with respect to the infringing portion of the Software, notwithstanding anything to the contrary in the Underlying License Agreement. The “unused portion of the prepaid Subscription Fees” shall mean an amount equal to the pro rata portion of the Subscription Fees prepaid by Customer, if any, for any portion of the then current term that would have remained after the effective date of termination.

(d) **Termination:** Customer's right to terminate the Underlying License Agreement for convenience shall not apply to the Customer's subscription; Customer may elect not to renew its subscription after the Initial Term as described in Section 3(a) of this Amendment.

3. **NO OTHER CHANGES:** In all other respects the Underlying License Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year set forth after their respective names below:

City of Sylvania

By:

Name: (Print)

Title:

Date:

City of Sylvania

By:

Name: (Print)

Title:

Date:

Hyland Software, Inc.

By:

Name: (Print)

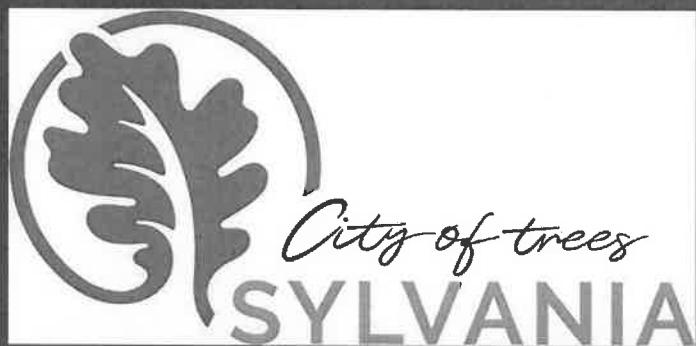
Title:

Date:

Statement of Work

Add-On Project/Phase

Conversion to Simplified Licensing, On-Premise



Prepared For

Terry Adams, GIS Coordinator
Eric Barnes, Deputy Service Director
City of Sylvania

Prepared By

Rickie Woltman, Account Representative
Jeremy Hettinger, Sales Engineer
Rob DiLaura, Senior Sales Manager
Naviant, LLC

8 September 2025



201 Prairie Heights Drive, Verona, WI 53593

naviant.com

PROJECT SCOPE

Project Objectives

In an effort to take advantage of Hyland's Simplified, bundled, software licensing model, City of Sylvania has requested that Naviant assist with a conversion from the existing premise-based licensing to the Hyland OnBase simplified software licensing model. The simplified licensing model includes additional features and functionality at no additional charge and moves the environment to a subscription model.

Naviant, LLC ("Naviant") will provide City of Sylvania ("Customer") with the software and professional services outlined in this Statement of Work (sometimes referred to as "SOW" or "Agreement").

In addition to the current OnBase features and functionality that City of Sylvania has today, a move to the simplified licensing model provides the following functionalities:

OnBase Content Management

- Multi-User Server
- Distributed Disk Services
- Content Viewing
- CAD Document Viewer Client
- Named User Client
- Mobile Access for Android
- Mobile Access for iPhone
- Mobile Access for iPad
- Mobile Access for Windows
- Unity Client Server
- Combined Viewer
- Web Server
- StatusView
- OnBase Interaction with ShareBase
- Gateway Caching Server
- EDM Services
- Records Management
- Document Retention
- PDF Framework
- Conversion From Microsoft Office To Image Framework
- Conversion From Microsoft Office To Image Framework (Aspose)
- Digital Signing Server
- Digital Signatures
- Signature Pad Interface (TWAIN)
- Document Knowledge Transfer & Compliance
- Enterprise Web Access for Document Knowledge Transfer & Compliance
- Document Tracking
- OnBase Capture**
- AFP Input Filter
- PCL Input Filter
- PDF Input Filter
- Advanced COLD/ERM

COLD/ERM
XML Tag Import Processor
Directory Import Processor
Advanced Document Import Processor
Document Import Processor
XML Index Document Import Processor
Remittance Processor
Production Document Imaging (ISIS)
Production Document Imaging (TWAIN)
Production Document Imaging (Kofax or Twain)
Disconnected Scanning
Image Segment Archiver
Desktop Document Imaging (Unlimited)
Interactive Data Capture
Bar Code Recognition Server
Front Office Scanning
Web Scanning Named User
Express Scanning
Asian Language OCR
Full-Page OCR
Virtual Print Driver
Mailbox Importer
Reporting Dashboards
Report Mining
Exception Reports
Workflow Named User Client SL*
Workflow Approval Management
Collaboration
E-Forms
Unity Forms
Native Feature
OnBase Integration
Integration for Microsoft Outlook
Office Business Application
Microsoft Active Directory Service
OnBase Entrust
RSA Access Manager
SAML
Microsoft Active Directory Federation Services
Central Authentication Service (CAS)
CA eTrust SiteMinder
IBM Tivoli Access Manager
PeopleSoft Enterprise
Application Enabler

Bar Code Generator
Unity Integration Toolkit
Archival API
REST API Integration Toolkit
Line of Business and Message Broker
Reverse API
Enterprise Integration Server
EDI 810 Processor
OnBase Case Management
WorkView Named User Client SL*
WorkView Integration for Microsoft Outlook
Context Search Framework
OnBase Search
Metadata Search (Custom Queries)
Full-Text Search
OnBase Platform & Security
User Authorization Management
Encrypted Alpha Keywords
Encrypted Diskgroups

Professional Services

Actual costs and fees for Naviant professional services will be incurred on a Time & Materials basis to cover the complete implementation of the proposed solution including project management, architecture, integration, implementation, and training, as applicable.

Customer Responsibilities

The installation of this solution may require assistance from the Customer's IT staff to obtain access to the servers and network devices the solution may reside on; and thus, it is required that the Customer schedule their IT resource and customer personnel assigned to this project to be available within 30 minutes of Naviant being scheduled for installation. If Naviant personnel need to wait for longer than 30 minutes for an IT resource to be available for assistance with the installation, the Customer will be charged in 1/4 hour increments at the prevailing rate for the time lost. Customer will be responsible for additional equipment cabling, except as specifically set forth to be provided by Naviant. In the event Customer will be required to provide specific additional equipment prior to installation, it is the responsibility of Customer to provide the necessary versions of network OS, server software, database, hardware, browsers, and desktop OS to work with the proposed solutions prior to the scheduled Project milestone or task requiring additional equipment, or costs may be incurred by the Customer. Customer will be responsible for the actual results with hardware operations (including among other aspects, network, server or scanner speeds; personnel requirements; and costs) and results may vary from those indicated due to overall network environment, volume estimates, personnel and other factors.

Change Orders

This SOW has been prepared in accordance with Naviant's understanding of Customer requirements and the "Project Scope" based on the information provided by Customer to Naviant at this time. Although Naviant makes reasonable attempts to provide accurate estimates, estimates may change as further details of the solution are identified and the final Solution Design is developed. In the event that additional products and/or services beyond those outlined in this SOW are required, a "Change Order Authorization" will be generated outlining the details,

as well as time and cost estimates, of the modifications to this SOW. A Change Order Authorization must be authorized, approved, and executed by Naviant and Customer in order for the modifications to be incorporated into the SOW.

In order to ensure that assignments are carried out in a timely manner so as not to impact the project schedule, Customer is responsible for directing the work assigned to its staff and 3rd party service providers. In the event that the SOW project schedule is delayed or needs to be extended due to a failure of Customer's staff and/or 3rd party service providers to complete assigned work in a timely manner, Naviant shall be entitled to an extension of time and/or cost impact as set forth in a Change Order Authorization.

PROJECT PRICING

Software Subscription & Support				
Description	Part # / Notes	Qty	Unit Price	Total
Local Government OnBase Essential - Per User	ONB-SUB-LGV-DW	30	\$560	\$16,800
Local Government OnBase Standard - Per User	ONB-SUB-LGV-PW	3	\$840	\$2,520
Integration for ESRI ArcGIS Server	ONB-INTG1-14_SUBS	1	\$9,600	\$6,000
Constituent Public Access (View Only)	ONB-SUB-CPAC	1	\$9,000	\$5,000
Subtotal – Annual Recurring (Future years subject to Hyland's annual price adjustment)				
Invoice Based on Estimated Coterminous Subscription & Support				
Description	Existing Term Date	# Months	Total	
Subtotal from Above	New	New	\$30,320	
Total Initial Invoice				\$30,320

1. Software Subscription & Support will be invoiced upon receipt of Customer-executed SOW, and if applicable, Customer-required Purchase Order, with payment terms consistent with the Master Terms & Agreement.
For new Subscription purchases, the Software Subscription & Support term will commence upon receipt of Customer-executed SOW, and if applicable, Customer-required Purchase Order. New Software Subscriptions require a minimum three (3) year term commitment, invoiced annually.
2. Please note, subtotals do not include applicable sales tax. If applicable, sales tax will be assessed during the course of the project and/or on the final invoice.
3. Customer agrees to abide by the provisions set forth in the SLA Provisions. These provisions are available at www.naviant.com/customer-support.
4. Customer agrees to cooperate with Naviant's marketing efforts, as shall be reasonably requested which may include: (i) providing in-person or phone references to prospective customers; (ii) working to prepare a Customer-success story and/or press release documenting the relationship of the parties; and (iii) allowing Naviant to use Customer's logo, subject to Customer's standard guidelines, on Naviant's website and in presentations under Naviant's customer section and as part of marketing and pre-sales materials used by Naviant.

SIGNATURE PAGE

CUSTOMER NAME City of Sylvania	
PROJECT CONTACT Terry Adams	
BILLING ADDRESS (only required for New Customers)	SHIPPING ADDRESS 6730 Monroe Street Sylvania, OH 43560-1948 US
ATTENTION	ATTENTION
SPECIAL INSTRUCTIONS	
PURCHASE ORDER (PO) REQUIREMENT Is a PO Required by Customer? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Purchase Order #	

This Agreement is entered into pursuant to and incorporates the foregoing, including Appendices, Exhibits and Schedules, if any, and the Master Terms & Conditions ("Terms") dated 08/30/2019. This Agreement represents the final description and scope of the Agreement between the parties. Any previous drafts of this Agreement or previous documents used to evaluate this project are not part of this Agreement. Naviant will not be obligated to accept any agreement which has not been signed and returned by Customer to Naviant within thirty (30) days from the date on this Agreement.

This Agreement has been prepared in accordance with Naviant's understanding of Customer requirements based on the information provided by Customer to Naviant. Therefore, it is understood and agreed that any additional hardware, software, professional services, and maintenance requests above and beyond the original scope of this Agreement will be billed in addition to those listed in this Agreement.

If a PO is required, the PO number must be inserted above upon Customer's execution of this Agreement. Any terms and conditions appearing in any PO shall have no effect unless agreed to in writing by both parties hereof.

Upon signed acceptance, please return the entire document to "Attention: Naviant Sales Support" via email or fax at purchasing@naviant.com or 608-848-0901. Acceptance creates a binding contract.

CUSTOMER	NAVIANT, LLC
NAME:	NAME:
TITLE:	TITLE:
SIGNATURE:	SIGNATURE:
DATE:	DATE:

CUSTOMER
NAME:
TITLE:
SIGNATURE:
DATE:



20a.

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

January 5, 2026

To: The Mayor and Members of Sylvania City Council

Re: **Vehicle & Equipment Maintenance and Fleet Management Platform – Fleetio**

Dear Mr. Mayor and Council Members:

The Service Department is requesting approval for the purchase and implementation of Fleetio, a modern, cloud-based vehicle and equipment maintenance and fleet management software platform. Our current software is over 20 years old, lacks integration capabilities with modern software, and has reached the end of its functional life.

Fleetio is a comprehensive tool offering asset lifecycle reporting and management. Unlike our current system, which offers limited historical data collection, Fleetio tracks the total cost of ownership by aggregating fuel costs, maintenance costs (including part and labor time tracking), and mileage all in real-time. This will allow us to have improved data-driven maintenance and replacement schedules saving money on unnecessary or pre-mature vehicle and equipment replacement purchases.

This software purchase (Premium package including the on-boarding of 50 to 499 vehicles/equipment) is programmed into the 2026 budget with a total cost of \$21,960 using \$10,980 from the Law Enforcement account (110-7710-52340) and \$10,980 from the Street CM&R account (222-7610-51250). Implementation is scheduled to begin the first quarter 2026 with an estimated launch timeframe of 60 to 90 days.

We recommend approval of the purchase of Fleetio (Premium package) in the amount of \$21,960. Please call with any questions.

Sincerely,

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

ORDINANCE NO. 13-2026**ACCEPTING THE PROPOSAL OF RARESTEP, INC., d/b/a FLEETIO
FOR A FLEET MANAGEMENT SOFTWARE PLATFORM;
APPROPRIATING FUNDS THEREFORE IN THE AMOUNT OF \$21,960;
AND DECLARING AN EMERGENCY.**

WHEREAS, the City's current fleet management software is over 20 years old and has reached the end of its functional life; and,

WHEREAS, the Director of Public Service has received a proposal from Rarestep, Inc., d/b/a Fleetio to provide cloud-based vehicle and equipment maintenance and fleet management software; and,

WHEREAS, the Director of Public Service, by report dated January 5, 2026, has recommended approval of the Rarestep, Inc., d/b/a Fleetio proposal for vehicle and equipment maintenance and fleet management software at a cost of \$21,960.

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

SECTION 1. That the proposal of Rarestep, Inc., d/b/a Fleetio in the amount of Twenty-One Thousand Nine Hundred Sixty Dollars (\$21,960.00) to provide vehicle and equipment maintenance and fleet management software is hereby approved and accepted.

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

SECTION 3. That to provide funds for said software hereby authorized, there is hereby appropriated from the **GENERAL FUND** from funds therein not heretofore appropriated to **Account No. 110-7710-52340 – Vehicle Maintenance** an amount not to exceed Ten Thousand Nine Hundred Eighty Dollars (\$10,980.00) and from the **SPECIAL REVENUE FUND** from funds therein not heretofore appropriated to **Account No. 222-7610-51250 – Contract Labor** an amount not to exceed Ten Thousand Nine Hundred Eighty Dollars (\$10,980.00).

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

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

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

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2026, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date



Barnes & Barnes, Inc., dba Fleetio

Order Form

Customer Information

Customer:	City of Sylvania	Contact:	
Account ID:		Billing Email:	ebarnes@cityofsylvania.com
Account Executive:	Michael Kolaitis	Billing Address:	6730 Monroe St, Suite 102, Sylvania, Ohio 43560, United States

Order Information

Quote Expiration Date:	January 31, 2026	Initial Term:	12 months
Initial Term Start Date:	January 5, 2026	Reference:	006QQ00000cT0OXYA0
Initial Term End Date:	January 30, 2027		

Subscriptions

Product	Quantity	Price	Per Payment Amount
Premium	200	\$91.80	\$18,360.00
Onboarding: 50-499 Vehicles	1	\$3,600.00	\$3,600.00

Fleetio is required to charge sales tax on your order pursuant to certain state and local tax laws where it is registered to collect tax. Any applicable tax charges will appear separately on your invoice.

Payments

Upon execution of this Order Form and for each Renewal Term, if applicable, Customer shall pay the fees as described above. All monetary amounts are in United States dollars unless otherwise expressly stated.

*Credit card or bank account (ACH) must be added to automatically process payments ("AutoPay"). Instructions will be sent upon agreement completion. The following types of customers are required to pay via AutoPay, with first payment to be made on the Initial Term Start Date and on the first day of each payment period thereafter (as indicated under "Payment Frequency" above, "**Payment Period**"): those on the Essential Plan, and those on any other Plan having an annual (or annualized) payment of less than \$5,000.*

Payment is due in full within 30 Days of receipt for all invoices not paid via AutoPay as specified below. If Customer is paying by remittance (as specified below), then an invoice shall be issued on the Initial Term Start Date and on the first day of each Payment Period thereafter, if any.

Product	Payment Frequency	Payment Type
Premium	Annual	Remittance
Onboarding: 50-499 Vehicles	One Time	Remittance

Tax Exemption Information

Tax Exempt Customer: Yes

You must provide us with valid documentation, which we shall keep on file, before we can remove sales taxes from your invoice.

Fleetio partners with Avalara to validate sales tax exemption certificates. It will take Avalara 3-7 business days to validate a certificate. Once Fleetio has valid proof of exemption as permitted by applicable law, you will receive a confirmation email and will not be charged sales tax for as long as your certificate is valid. If there are any issues with the certificate, or if more information is needed, you will receive an email with detailed instructions on next steps. Please wait until the validation process is complete to enter your payment information to avoid being charged sales tax.

If no tax exemption certificate is presented, your order will be taxed using the applicable tax rate for your address. Your invoice will reflect the total taxes in effect at the time of invoicing and may differ from any estimated taxes listed in this contract or other communication.

Onboarding Services

All onboarding services must be used within the 90-day period following the Initial Term Start Date. Customer and Fleetio agree to begin onboarding services within 30 days of the Initial Term Start Date.

Subscription Terms and Conditions

The parties agree to be legally bound by the Fleetio Government Terms of Service found at <https://www.fleetio.com/terms/govt> ("Govt Terms") and this Order Form. In the case of any conflict among the preceding documents, the Govt Terms shall govern. The Govt Terms and this Order Form constitute the entire agreement between the parties for the services above and cannot be modified (including by any purchase order not explicitly referenced and incorporated herein) without the prior written consent of both parties. **THERE SHALL BE NO FORCE OR EFFECT TO ANY DIFFERENT TERMS OF ANY RELATED PURCHASE ORDER OR SIMILAR FORM EVEN IF SIGNED BY THE PARTIES AFTER THE DATE HEREOF.**

Rarestep, Inc., dba Fleetio

City of Sylvania

Signature

Title

Signature

Title

Name

Date

Name

Date

Fleetio Support

Schedule: Fleetio Support Services

During the Term of this Order Form, Fleetio shall provide assistance to Customer via email, telephone, and online chat during normal Fleetio business hours as set forth on Fleetio's website (<https://www.fleetio.com/contact>). Further, Customer shall have access to support documentation via Fleetio products at any time.

Fleetio shall use reasonable commercial efforts to correct, at no additional charge, any reproducible errors reported by Customer within the timeframes described in the table below:

Category	Severity	Definition	Acknowledgement SLA	Resolution SLA

Critical Production Incidents	P1	Service Down/Unusable: An essential customer business service is critically impacted and there is no workaround available.	Within 1 business hour of the incident being logged by Customer via the Fleetio support portal. Status updates may also be available at status.fleetio.com .	ASAP.
Non-Critical Production Incidents	P2	Service Severely Impaired: An essential business service is impacted.	Within 8 business hours of the incident being logged by Customer via the Fleetio support portal.	Will be scheduled ASAP to be addressed as the product development schedule permits.
Non-Critical Production Incidents	All other Requests	Service Usable: There is very little to no impact to the business. There may or may not be a workaround available. May reflect an area or possible service enhancement	Within 3 business days of the incident being logged by Customer via the Fleetio support portal.	Will be scheduled when there are enough similar cases accumulated to be addressed in an update.

Fleetio shall review all requests for improvements and new functionality, but Fleetio shall have no obligation to provide any modifications to the Services.

Fleetio reserves the right, from time to time, to make modifications to support services (or particular components thereof), provided that such modifications do not materially reduce the support services in effect as of the Effective Date of this Order Form. Fleetio shall notify Customer of any such changes to support services.

Sales Tax Exemption:

Licensee has indicated to Fleetio that it is exempt from sales taxes. To enable Fleetio to lawfully remove any otherwise applicable sales tax from charges to the Licensee, Licensee agrees to provide Fleetio with valid tax exemption certificates throughout the term of this Order Form.

Deal Desk Initials:

AE Initials: