

Sylvania City Council
September 21, 2026

5:30 p.m. Annexation & Zoning Committee Meeting
(Proposed Ordinance 122-2026 – Electric Vehicles Charging Stations)

6:00 p.m. Utilities & Environment Committee Meeting
(Current Waste Removal Fees)

6:30 p.m. Council Meeting
Agenda

1. Roll Call: Mr. Hansen, Mr. Haynam, Mr. McCann, Mr. Murphy, Mr. Richardson, Ms. Stough, Mrs. Westphal (excused)
2. Pledge of Allegiance to the United States of America led by Mr. Hansen.
3. Election of President Pro-Tem.
4. Additions to the agenda.
5. Approval of the Council meeting minutes from September 8, 2026.
6. Presentation by Dr. Richard Munk, City Representative on Toledo Lucas County Board of Health.
7. Sylvania City Schools Presentation by Melissa McDonald, Assistant Superintendent & Dan Boden, BOE member.
8. Report from the Annexation & Zoning Committee meeting held on this date.
9. Report from the Utilities & Environment Committee meeting held on this date.
10. Proposed Ordinance 132-2026, Accepting the proposal of InSource Solutions Group, Inc. to provide e-file and related tax services to the City; authorizing the Mayor & Director of Finance to enter into a professional services agreement.
11. Set 2027 Schedule – City Council Meetings and Trick-Or-Treat.
 - a. Set regular Council meeting dates.
 - b. Set Trick-Or-Treat date and time. (October 31, 2027 is a Sunday)
12. Committee reports
13. Committee referrals
 - a. Set Annexation & Zoning Committee meeting for SUP-3-2026 (8310 Sylvania-Metamora Rd.).
 - b. Set Employee & Community Relations Committee meeting to discuss fees for event planning.

INFORMATION

- A. Board of Architectural Meeting minutes from September 16, 2026.
- B. Municipal Planning Commission Meeting minutes from September 16, 2026.

Minutes of the Meeting of Council
September 8, 2026

The Council of the City of Sylvania, Ohio met in regular session on September 8, 2026 at 6:30 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 (excused), Lyndsey Stough, Mary Westphal; (6) present; (1) absent.

Roll call:
6 present,
1 absent

Pledge of Allegiance to the United States of America led by Mary Westphal.

Pledge of
Allegiance.

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

Item # 5a Scheduling of a Utilities & Environmental Committee meeting.

Item # 6a Scheduling of a Zoning & Annexation Committee meeting.

Item # 18a Bridge – Traffic update.

Item # 19a Scheduling of a Safety Committee meeting.

Item # 19b Scheduling of an Employee & Community Relations Committee meeting.

Additions to
Agenda.

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

Agenda approval.

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

Mrs. Westphal presented the August 17, 2026 regular meeting minutes. Mrs. Westphal moved, Mr. Hansen seconded, that since the Mayor, members of Council, and others had been furnished copies of these minutes prior to this meeting, Council dispense with the reading of these minutes at this time, and the journal of the minutes of the regular meeting of August 17, 2026 be approved as written; roll call vote being: Westphal, Haynam, McCann, Stough, Hansen, Murphy; (6) yeas; (0) nays. The motion carried.

Approval of
August 17, 2026
Council meeting
minutes.

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

Mr. Hansen gave a brief report on the Utilities & Environmental Committee meeting regarding the current refuse and recycling revenue. He stated the data presented by the Service Director was from 2025 and that we currently have 6,027 units/households in the City that pay a rate of 163.38 per household per year. Mr. Hansen further stated that there are currently four different rate codes in use: standard monthly rate (pay no city income tax but pay full cost of refuse & recycling services), flat rate (pay partial city income tax and pay a portion of the refuse & recycling service), refuse exempt (pay full city income tax, but pay no cost of refuse & recycling service), and permanently exempt (low income earners <\$43,400, and pay no cost of refuse & recycling service). There are municipalities operating a mix of these different programs, Mr. Hansen explained and that the City is currently basing the fees on the annual income and social security tax from the prior tax year. No decisions were made at this meeting, instead, in order to evaluate the numbers properly, a second meeting will be scheduled to discuss

Report from the
Utilities &
Environment
Committee
meeting

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this topic further.

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

Mr. Hansen moved, Mrs. Westphal seconded to schedule another Utilities & Environment Committee meeting to further discuss the current refuse & recycling rates on September 21, 2026 at 6pm in City Council Chambers, 6635 Maplewood Avenue, Sylvania, Ohio; roll call vote being: Haynam, Murphy, Westphal, Hansen, McCann, Stough; (6) yeas; (0) nays. The motion carried.

Set Utilities & Environment Meeting for Sept. 21 at 6:00pm.

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

Mrs. Westphal gave a brief report on the public hearing held on this day regarding SUP-3-2026, a petition to change the zoning at 8310 Sylvania-Metamora Road from B-2 to B-2 SUP to allow for a car wash and gas fueling station. Mrs. Westphal stated that the audience filled Council Chambers – nobody spoke in favor of the gas station/car wash but eight audience members/Sylvania residents spoke against it. No decision was made during the public hearing.

Report from the Public Hearing on this day.

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

Mrs. Westphal moved, Mr. Haynam seconded to refer SUP-3-2026 to the Zoning & Annexation Committee for further discussion – a date has not yet been set for this committee meeting; roll call vote being: Haynam, Hansen, Murphy, Westphal, Stough, McCann; (6) yeas; (0) nays. The motion carried.

SUP-3-2026 referral to Zoning & Annexation Committee

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

Mr. Haynam presented and read aloud by title only, proposed Ordinance No. 121-2026, a written copy of same having been previously furnished to each member of Council “Approving the detachment of a parcel of real property within the municipal corporate limits of the City of Sylvania, Ohio; and declaring an emergency”; Mr. Haynam moved; Ms. Stough seconded for the passage of Ordinance No. 121-2026 as an emergency measure; roll call vote being: Haynam, Hansen, McCann, Murphy, Westphal, Stough; (6) yeas; (0) nays. The motion carried.

Ordinance No. 121-2026 “... detachment of a parcel...”

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

Mr. Haynam moved, Ms. Stough seconded to refer Ordinance No. 122-2026 “Amending the Codified Ordinances of Sylvania, 1979, as amended, by creating Chapter 1169-Electric Vehicle (EV) Charging Stations, to regulate the installation and operation of EV charging stations with in the City of Sylvania; and declaring an emergency”, to the Zoning & Annexation Committee for review; roll call vote being: Hansen, Haynam, Murphy, Stough, Westphal, McCann; (6) yeas; (0) nays). The motion carried.

Referral of Ordinance 122-2026 to Zoning & Annexation Committee.

Mr. Haynam moved, Mrs. Westphal seconded to schedule a Zoning & Annexation Committee meeting to discuss proposed Ordinance No. 122-2026 September 21, 2026 at 5:30pm in City Council Chambers, 6635 Maplewood Avenue, Sylvania, Ohio; roll call vote being: Haynam, Murphy, Westphal, Hansen, McCann, Stough; (6) yeas; (0) nays. The motion carried.

Set Zoning & Annexation Committee meeting for 9/21/2026 at 5:30pm.

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

Mrs. Westphal presented and read aloud by title only, proposed Ordinance No. 123-2026, a written copy of same having been previously furnished to each member of Council “Accepting the proposal of Intoximeters, Inc. for the purchase of one Intox DMT Ohio; appropriating funds therefore in the amount not to exceed \$14,994.25; and declaring an emergency”; Mrs. Westphal moved; Mr. Murphy seconded for the passage of Ordinance No. 123-2026 as an emergency measure; roll call vote being: Hansen, Haynam, Murphy, Stough, McCann, Westphal; (6) yeas; (0) nays). The motion carried.

Ordinance No. 123-2026
“...Intoximeters, Inc... purchase ...Intox DMT Ohio...”

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

Mrs. Westphal presented and read aloud by title only, proposed Ordinance No. 124-2026, 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 Agreement with Clark, Schaefer, Hackett & Co. to perform the audit for the City of Sylvania for the fiscal periods January 1, 2026 through December 31, 2030; ratifying the Mayor and Director of Finance’s approval of said agreement; and declaring an emergency”; Mrs. Westphal moved, Mr. McCann seconded for the passage of Ordinance No. 124-2026 as an emergency measure; roll

Ordinance No. 124-2026
“...MoA with Clark, Schaeffer, Hackett & Co... audit...”

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

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

Mr. McCann presented and read aloud by title only, proposed Ordinance No. 125-2026, a written copy of same having previously been furnished to each member of Council, “Authorizing the Mayor and Director of Finance to enter into an agreement with Corey Wright; and declaring an emergency”; Mr. McCann moved, Mr. Murphy seconded for the passage of Ordinance No. 125-2026 as an emergency measure; roll call vote being: Hansen (yea), Stough (yea), Haynam (nay), McCann (yea), Murphy (yea), Westphal (yea); (5) yeas; (1) nays. The motion carried.

Ordinance No.
125-2026 “...
agreement with
Corey Wright
...”

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

Mrs. Westphal presented and read aloud by title only, proposed Ordinance No. 126-2026, a written copy of same having been previously furnished to each member of Council “An ordinance to authorize and ratify the execution of Then and Now Certificates by the Finance Director and the payment of amounts due for various purchase orders; and declaring an emergency”. Mrs. Westphal moved, Mr. McCann seconded for passage of Ordinance No. 126-2026 as an emergency measure; roll call vote being: McCann, Haynam, Murphy, Westphal, Hansen, Stough; (6) yeas; (0) nays. The motion carried.

Ordinance No.
126-2026 “...
Then & Now
Certificates...”

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

Service Director’s letter recommending approval of Change Order No. 1 was placed on file. Mr. Hansen presented and read aloud by title only, proposed Ordinance No. 127-2026, a written copy of same having been previously furnished to each member of Council, “Authorizing the Mayor and Director of Finance to approve Change Order No. 1 to this City’s agreement with Bowser Morner to provide supplemental professional geotechnical engineering services for the Sylvania Avenue Pump Station Replacement Project; increasing the contract amount by \$5,516; and declaring an emergency”; Mr. Hansen moved, Ms. Stough seconded for the passage of Ordinance 127-2026 as an emergency measure; roll call vote being: Hansen, Westphal, Murphy, Haynam, Stough, McCann; (6) yeas; (0) nays. The motion carried.

Ordinance No.
127-2026 “...CO
No. 1... Bowser
Morner...
Sylvania Ave.
Pump Station...”

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

Service Director's letter requesting authorization to submit a grant application was placed on file. Mr. Hansen presented and read aloud by title only, proposed Resolution No. 15-2026, a written copy of same having been previously furnished to each member of Council, "Authorizing the Mayor and Director of Finance to file a grant application with the Ohio Public Works Commission for the Sylvania Avenue Sanitary Sewer Pumping Station Replacement Project; and declaring an emergency"; Mr. Hansen moved, Mrs. Westphal seconded for the passage of Resolution 15-2026 as an emergency measure; roll call vote being: Hansen, Westphal, Murphy, Haynam, Stough, McCann; (6) yeas; (0) nays. The motion carried.

Resolution No.
15-2026
"...OPWC grant
application ...
Pumping Station
Replacement..."

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

Service Director's letter requesting authorization to submit a grant application was placed on file. Mr. Murphy presented and read aloud by title only, proposed Resolution No. 16-2026, a written copy of same having been previously furnished to each member of Council, "Authorizing the Mayor and Director of Finance to file a grant application with the Ohio Public Works Commission for the Brint Road and Main Street/Holland-Sylvania Road Roundabout Project; and declaring an emergency"; Mr. Murphy moved, Mr. McCann seconded for the passage of Resolution 16-2026 as an emergency measure; roll call vote being: Stough, Hansen, Westphal, Murphy, Haynam, McCann; (6) yeas; (0) nays. The motion carried.

Resolution No.
16-2026 "...
OPWC grant
application ...
Brint / Main /
Holland-Sylvania
Roundabout ..."

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

Service Director's letter requesting approval of proposals for vegetation removal was placed on file. Mr. Hansen presented and read aloud by title only, proposed Ordinance No. 128-2026, a written copy of same having been previously furnished to each member of Council, "Accepting the proposal of T&J Excavating & Tree Clearing, LLC to perform vegetation removal for the Schreiber ditch; appropriating funds therefore in the amount of \$28,850; and declaring an emergency"; Mr. Hansen moved, Mr. Haynam seconded for the passage of Ordinance 128-2026 as an emergency measure; roll call vote being: Hansen, Westphal, Murphy, Haynam, Stough, McCann; (6) yeas; (0) nays. The motion carried.

Ordinance No.
128-2026 "...
T&J
Excavating...
Schreiber
ditch..."

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Service Director's letter requesting approval of proposals for vegetation removal was placed on file. Mr. Hansen presented and read aloud by title only, proposed Ordinance No. 129-2026, a written copy of same having been previously furnished to each member of Council, "Accepting the proposal of T&J Excavating & Tree Clearing, LLC to perform vegetation removal for the J. Cunningham ditch; appropriating funds therefore in the amount of \$14,200; and declaring an emergency"; Mr. Hansen moved, Mrs. Westphal seconded for the passage of Ordinance 129-2026 as an emergency measure; roll call vote being: Haynam, Westphal, Murphy, Hansen, Stough, McCann; (6) yeas; (0) nays. The motion carried.

Ordinance No.
129-2026 "...
T&J
Excavating... J.
Cunningham
ditch..."

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

Service Director's letter requesting approval of the purchase agreement and temporary easement was placed on file. Ms. Stough presented and read aloud by title only, proposed Ordinance No. 130-2026, a written copy of same having been previously furnished to each member of Council, "Accepting a temporary construction easement and authorizing the Mayor and Director of Finance to enter into a purchase agreement for 0.028 acre of real property from Kyle and Angela Kever for the roundabout at the intersection of Erie Street and Monroe Street and resurfacing work on Erie Street and Monroe Street; dedicating the temporary easement and the real property purchased for public purposes; appropriating funds therefore in the amount of \$80,130; and declaring an emergency"; Ms. Stough moved, Mr. Hansen seconded for the passage of Ordinance 130-2026 as an emergency measure; roll call vote being: Stough, Haynam, Westphal, Murphy, Hansen, McCann; (6) yeas; (0) nays. The motion carried.

Ordinance No.
130-2026 "...
temporary
construction
easement...
purchase
agreement...
Kever...
Erie/Monroe
St..."

Mr. Haynam presented and read aloud by title only, proposed Ordinance No. 131-2026, a written copy of same having been previously furnished to each member of Council "Appropriating the fee simple title to the City of Sylvania in and to certain real estate for construction of a roundabout at the Monroe and Erie Street intersection; appropriating and authorizing the expenditure of \$2,995 for such purpose; and declaring an emergency". Mr. Haynam moved, Mrs. Westphal seconded for passage of Ordinance No. 131-2026 as an emergency measure; roll call vote being: McCann, Haynam, Murphy, Westphal, Hansen, Stough; (6) yeas; (0) nays. The motion carried.

Ordinance No.
131-2026
"Appropriating
the fee simple
title... Monroe &
Erie St.
intersection..."

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Mayor Frye stated that Council will now consider agenda item 18.

Committee
Reports.

None

Mayor Frye stated that Council will now consider added agenda item 18a.

The Service Director gave a brief update on the traffic situation since the new bridge opened. Since the project is not completely finished yet the traffic is going ok for now. All markings are not completed yet, and additional signage needs to be installed as well as raised pavement markers. Once these tasks are done the traffic situation will be re-evaluated.

Bridge traffic
update.

Mayor Frye stated that Council will now consider agenda item 19.

Committee
referrals.

None

Mayor Frye stated that Council will now consider added agenda item 19a.

Mrs. Westphal moved, Ms. Stough seconded to set a Safety Committee meeting to discuss proposed e-bike legislation on Monday, October 19, 2026 at 6:00 pm in City Council Chambers, 6635 Maplewood Avenue, Sylvania, Ohio; roll call vote being: Stough, McCann, Haynam, Murphy, Westphal, Hansen; (6) yeas; (0) nays. The motion carried.

Set Safety
Committee
meeting for Oct.
19 at 6:00pm.

Mayor Frye stated that Council will now consider added agenda item 19b.

Mr. McCann asked to set an Employee & Community Relations Committee meeting to discuss the fees charged by the City for events. Before setting such meeting, Mr. McCann would like to confer with the Director of Finance. The meeting is scheduled to be set during the next Council meeting on September 21, 2026

Employee &
Comm. Relations
Committee
meeting.

Mayor Frye stated that all items have been addressed.

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Mrs. Westphal moved, Mr. McCann seconded to adjourn at 7:58pm Roll call vote being: Hansen, McCann, Stough, Murphy, Haynam, Westphal; (6) yeas; (0) nays. The motion carried.

Adjournment

Clerk of Council

Mayor

ORDINANCE NO. 132-2026

ACCEPTING THE PROPOSAL OF INSOURCE SOLUTIONS GROUP, INC., TO PROVIDE E-FILE AND RELATED TAX SERVICES FOR THE CITY OF SYLVANIA; AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT ON BEHALF OF THE CITY OF SYLVANIA WITH SAID SERVICE PROVIDER; APPROPRIATING FUNDS FOR SAID SERVICES IN THE AMOUNT OF \$6,000; AND DECLARING AN EMERGENCY.

WHEREAS, the Tax Commissioner solicited a proposal from InSource Solutions Group, Inc. for e-file and related tax services beginning with the tax year 2026; and,

WHEREAS, after review, the Tax Commissioner and Director of Finance are recommending acceptance of the proposal submitted by InSource Solutions Group, Inc. to provide e-file and related tax services and attached hereto as “Exhibit A”.

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

SECTION 1. That the proposal of InSource Solutions Group, Inc. for providing e-file and related tax services, as set forth in the proposed Professional Services Agreement dated October 1, 2026, is hereby approved and accepted.

SECTION 2. That the Tax Commissioner shall promptly give notice to said service provider to proceed under the proposal hereby approved and accepted.

SECTION 3. That to provide funds for said professional e-filing and related services hereby authorized, there is hereby appropriated from the **PROFESSIONAL SERVICES FUND** from funds therein not heretofore appropriated to **Account No. 110-7715-51189** an amount not to exceed Six Thousand Dollars (\$6,000.00).

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

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2026, as an emergency measure.

ATTEST:

Clerk of Council

APPROVED:

Mayor

Date

President of Council

APPROVED AS TO FORM:

Director of Law

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT

Insource Services

This Services Agreement ("Agreement") is made and entered into and effective on this 1st day of October, 2026 ("Effective Date") by and between the City of Sylvania, Ohio ("Sylvania"), an Ohio Municipal Corporation, with offices located at located at 6730 Monroe Street, Suite 202, Sylvania, OH 43560 and InSource Solutions Group, Inc. ("Service Provider"), with an office located at 6108 Via Florenza Drive, Galena, OH 43021.

Recitals

WHEREAS, Sylvania desires to engage Service Provider to perform the services as more fully described in the attached Exhibit A (the "Services"); and

WHEREAS, Service Provider desires to perform the Services and desires to be so engaged.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements herein contained, the parties, intending to be legally bound, agree as follows:

Provisions

- I. Performance of the Services.** Service Provider shall:
 - A. Perform the Services as set forth in Exhibit A.
 - B. Give prompt notice to Sylvania should the Service Provider observe or otherwise become aware of any fault or deficit in the project or any nonconformance with the Agreement.
 - C. Remit to Sylvania after the termination of this Agreement, all files and documents that are the property of Sylvania that pertain to the project that have been obtained from Sylvania, but not limited to, permits, licenses, applications, codes, drawings, site plans, photographs and similar materials. Service Provider shall be entitled to retain copies for the Service Provider's files.
- II. Obligations of Sylvania.** Sylvania shall:
 - A. Assist the Service Provider by placing at its disposal all available information pertinent to the Services for the project.
 - B. Use its best efforts to secure release of other data applicable to the project held by others.
 - C. Make all necessary provisions to enter upon public and private property as required to

perform the Services.

- D. Give prompt notice to the Service Provider should Sylvania observe or otherwise become aware of any fault or deficit in the project or any nonconformance with the Agreement.

III. Proprietary Rights. Sylvania acknowledges and agrees that the processes, software, source code, object code, algorithms, workflows, methodologies, documentation, interfaces, databases, data structures, models, configurations, and other technology used by Service Provider to perform the Services (collectively, the "Service Provider Property") are and shall remain the sole and exclusive property of Service Provider or third parties from whom the Service Provider Property is derived or licensed. This includes, without limitation, all copyrights, trademarks, patents, trade secrets, know-how, confidential information, and all other intellectual property and proprietary rights therein, appurtenant thereto, or associated therewith, whether now existing or hereafter arising.

Sylvania acknowledges that it acquires no right, title, or interest in or to the Service Provider Property except the limited right to receive the Services as expressly provided under this Agreement. Sylvania shall not, and shall not permit any third party to, sell, assign, sublicense, lease, distribute, disclose, copy (except as expressly authorized), modify, adapt, create derivative works from, translate, reverse engineer, decompile, disassemble, decode, deconstruct, analyze, circumvent technical protections, or otherwise attempt to derive, discover, reconstruct, or gain access to the source code, object code, underlying structure, architecture, algorithms, logic, workflows, trade secrets, or other proprietary aspects of the Service Provider Property, except to the limited extent such restriction is prohibited by applicable law and cannot be waived.

Any unauthorized use, reproduction, disclosure, or attempted reverse engineering of the Service Provider Property shall constitute a material breach of this Agreement and may result in immediate termination of this Agreement, in addition to any other legal or equitable remedies available to Service Provider.

IV. Agreement shall terminate on September 30, 2029. Sylvania may terminate this Agreement at any time by giving Service Provider thirty (30) days advance written notice. In the event this Agreement is terminated by Sylvania prior to its natural expiration, Service Provider shall be paid the amounts for work actually performed in accordance with this Agreement to the date of this early termination.

V. Payment. Service Provider shall be compensated by payments in the amounts set forth in Exhibit A.

VI. Relationship of the Parties. The parties acknowledge and agree that Service Provider is an independent contractor and is not an agent or employee of Sylvania. Nothing in this Agreement shall be construed to create a relationship between Service Provider and Sylvania of a partnership, association, or joint venture or shall subject the

parties to any implied duties or obligations respecting the conduct of their affairs which are not expressly stated herein. Further, the parties acknowledge that Service Provider is paid a fee, retainer or other payment as per Section V of this Agreement; is not eligible for workers' compensation or unemployment compensation; is not eligible for employee fringe benefits such as vacation or sick leave; does not appear on Sylvania's payroll; is required to provide his or her own supplies and equipment; and is not controlled or supervised by Sylvania personnel as to the manner of work.

VII. Representations and Warranties. Each party represents and warrants to the other party as follows:

- A. Authorization. Such party has full capacity and has taken all necessary actions in connection with the execution of this Agreement and to effect the transactions provided for herein. This Agreement has been duly executed and delivered by, and is a legal and binding obligation of, such party and is enforceable in accordance with its terms.
- B. Noncontravention. The execution, delivery and consummation of this Agreement does not conflict with or result in a breach of the terms and conditions of, accelerate any provision of or constitute a default under, any contract, note or agreement material to the transactions contemplated by the agreement to which such party is or may be a party.

VIII. Indemnification.

- A. General Liability. Service Provider agrees to indemnify Sylvania from any liability and to save Sylvania harmless from any damage, including reasonable attorney's fees incurred, which Sylvania may suffer because of gross negligent acts or omissions or intentional wrongdoing of Service Provider or any employee, subcontractor, or agent of Service Provider.
- B. Data. Service provider shall defend, indemnify and hold harmless Sylvania from any costs, damages, expenses or liabilities, including reasonable attorney fees, resulting from or arising out of unauthorized access to, or exposure, loss or alteration of, any data relating to or associated with an identified or identifiable individual which is in the possession, custody or control of Service Provider as a result of the services it performs for Sylvania (such events referred to herein as "Data Breaches").
- C. By Sylvania. Sylvania shall not indemnify, defend or hold harmless Service Provider or any third party.

IX. Limitation of Liability.

A. EXCEPT AS EXPRESSLY SET FORTH TO THE CONTRARY IN THIS AGREEMENT, SERVICE PROVIDER SHALL NOT BE LIABLE TO SYLVANIA WITH RESPECT TO THE SERVICES OR THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY AMOUNTS REPRESENTING LOSS OF REVENUES, LOSS OF PROFITS, LOSS OF BUSINESS, COST OF THE PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF ANTICIPATED BENEFITS AND/OR INDIRECT OR CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF SERVICE PROVIDER WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY OF SUCH DAMAGES.

X. Exclusive Warranties. Except for the representations and warranties expressly set forth in this Agreement, SERVICE PROVIDER DOES NOT MAKE ANY WARRANTIES TO SYLVANIA (AND SYLVANIA DISCLAIMS RELIANCE ON ANY OTHER WARRANTIES) WITH RESPECT TO THE SERVICES, WHETHER EXPRESS OR IMPLIED WARRANTIES.

XI. Insurance.

A. The Service Provider shall secure and maintain, at his/her/its own expense, errors and omissions insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim/annual aggregate to protect himself from any claim arising out of the performance of professional services and caused by negligent acts, omissions or negligent acts for which the Service Provider may be legally negligent. Upon request of Sylvania, Service Provider shall deliver to Sylvania a certificate certifying to Sylvania that such insurance is in effect and that it will not be canceled without at least fifteen (15) days advance notice to Sylvania. The Service Provider shall maintain said coverage for the entire contract period and for a minimum of one year after completion of the work under the contract.

B. In addition to errors and omissions insurance, the Service Provider shall also secure and maintain, at his/her own expense, insurance for protection from claims under Worker's Compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, and any other insurance prescribed by laws, rules, regulations, ordinances, codes or orders.

- C. The Service Provider shall secure and maintain, at his/her own expense, General Liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.
- D. The Service Provider shall secure and maintain, at his/her/its own expense, Property insurance for protection from claims or damages because of damage to or destruction of property including loss of use resulting therefrom in an amount not less than Five Hundred Thousand Dollars (\$500,000.00).
- E. Sylvania shall be held harmless for any damage to the Service Provider's property and/or equipment during the course of performance under the Contract.
- F. The above referenced insurance shall be maintained in full force and effect during the life of this Contract and for one year beyond, where specified. Certificates showing that the Service Provider is carrying the above referenced insurance in at least the above specified minimum amounts shall be furnished to, and approved by, Sylvania prior to the start of work on the project and before Sylvania is obligated to make any payments to the Service Provider for the work performed under the provision of this contract. All such Certificates, with the exception of those for Worker's Compensation and Errors & Omissions coverage, shall clearly reflect that the City of Sylvania is an "Additional Insured".

XII. Employee Documentation

- A. Service Provider guarantees that the individuals employed by the Service Provider working on this project are authorized to work in the United States. The Service Provider will upon demand provide Sylvania with appropriate documentation (Form I-9) for any Service Provider employee performing services for Sylvania.
- B. The Service Provider agrees to indemnify Sylvania in accordance with Section VIII of the Agreement for any issue arising out of the Service Provider's hiring or retention of any individual who is not authorized to work in the United States.

XIII. Taxes.

- A. Service Provider has the following identification number for income tax purposes: 20-1400008.
- B. Service Provider is subject to and responsible for all applicable federal, state, and local taxes on its income. Sylvania shall be responsible for any sales, use, or other taxes related to the Services to the extent Sylvania is not exempt.
- C. Sylvania represents that it is a tax-exempt entity and evidence of this tax-exempt status shall be provided to Service Provider upon written request. Service Provider hereby further agrees to withhold all municipal income taxes due or payable under the provisions of Chapter 35 of the Codified Ordinances of Sylvania, Ohio, for wages, salaries and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such municipal income taxes due under such chapter for Services performed under this Agreement.

- D. The Service Provider shall receive Internal Revenue Service form 1099 from Sylvania for income tax reporting purposes.

XIV. Confidentiality. The parties acknowledge that they will acquire information and knowledge respecting the confidential affairs of one another in various phases of their businesses. The parties agree to forever keep secret and retain in the strictest confidence all confidential matters of the other party, including without limitation, intellectual property, know-how, trade secrets, pricing policies, corporate strategies, customer lists, marketing plans and all other business information learned from the other party and not to disclose any such confidential matter to anyone outside of the other party, whether during or after the term of this Agreement, except in the course of and to the extent necessary to perform their obligations hereunder. Notwithstanding the foregoing, Service Provider acknowledges and agrees that Sylvania's confidentiality obligations shall be subject to, and shall not be construed as preventing Sylvania from complying with, its obligations under open record laws, including ORC 149.43.

XV. Non-Solicitation. Each party agrees that while this Agreement is in effect, and for a period of twelve (12) months following the expiration or termination of this Agreement, neither it nor its representatives will directly or indirectly solicit the other party's employees to leave their employment with the other party.

XVI. Injunctive Relief. The parties agree that a breach of the confidentiality covenant contained in Section XIV may cause irreparable damage to the non-breaching party, the extent of which may be difficult to ascertain, and that the award of damages may not be adequate relief. Therefore, the parties agree that, in the event of a breach or a threatened breach of the confidentiality covenant, the non-breaching party may institute an action to compel the specific performance of the confidentiality covenant without the necessity of posting bond therefore; the breaching party agrees not to assert adequacy of money damages as a defense and agrees that such remedy shall be cumulative, not exclusive, and in addition to any other available remedies.

XVII. Force Majeure. Neither party shall be deemed to be in default of or to have breached any provision in this Agreement as a result of any delay, failure in performance or interruption of service, resulting directly or indirectly from acts of God, acts of civil or military authorities, civil disturbances, wars, acts of terrorism, epidemics, pandemics, strikes or other labor disputes, acts or orders of any government or agency thereof or other occurrences beyond the party's reasonable control.

XVIII. Assignment. Neither party may assign this Agreement without obtaining express, written consent from the other party prior to assignment.

XIX. Entire Agreement / Amendment. This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the parties. This Agreement may be amended or modified only by a writing executed by the duly authorized officers of the parties hereto. It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by both parties in accordance

with the laws of the State of Ohio. In the event of any disagreement between the terms set forth in the body of this Agreement, and the terms set forth in Exhibit A, the terms set forth in the body of this Agreement shall control.

XX. Notices. Whenever any notice is required or permitted hereunder, such notice shall be in writing and shall be (as elected by the party giving such notice) (i) delivered in person, (ii) sent by U.S. registered or certified mail, return receipt requested, postage prepaid, (iii) sent by U.S. Express Mail, postage prepaid, (iv) delivered by recognized overnight air courier service, or (v) transmitted by facsimile to the person to whom such notice is intended to be given at such address or facsimile number as is set forth below or as is changed from time to time upon written notice to the other party; provided, however, that any notice of change of address shall be effective only upon receipt. Except as expressly stated otherwise in this Agreement, any notice delivered in person or by air courier shall be deemed effectively given when delivered, and notice mailed as herein provided shall be deemed effectively given on the date of receipt, and any notice or other communication transmitted by facsimile shall be deemed effectively given on the date of transmission with confirmed answer back.

Sylvania: City of Sylvania
6730 Monroe Street, Suite 202
Sylvania, OH 43560

Attn: Christy Ordorica

Service Provider: InSource Solutions Group, Inc.
P.O. Box 1883
Westerville, Ohio
43086
Attn: Teri Giesler

XXI. Discrimination.

- A. No discrimination for reason of race, color, national origin, religion, sex, genetic information, pregnancy, age, ancestry, military status, sexual orientation, gender identity, marital status, veteran's status, or disability shall be permitted or authorized by Sylvania and/or Service Provider in connection with the Services.
- B. Nothing in this Agreement shall require the commission of any act contrary to any law or any rules or regulations of any union, guild, or similar body having jurisdiction over the Services of Service Provider.

XXII. Governing Law/Venue. Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this Agreement,

whether between the parties, or of any of the parties' employees, agents or affiliated businesses, will be resolved under the laws of the State of Ohio, in any court of competent jurisdiction in Franklin County, Ohio.

XXIII. Severability. If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a valid, mutually agreeable and enforceable provision which so far as possible achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

XXIV. Waiver. Any waiver by any party of any act, failure to act or breach on the part of the other party shall not constitute a waiver of such waiving party of any prior or subsequent act, failure to act or breach by such other party.

XXV. Paragraph Headings. Paragraph headings are inserted in this Agreement for convenience only and are not to be used in interpreting this Agreement.

[signatures appear on following page]

BY SIGNING THIS AGREEMENT, YOU HEREBY ACKNOWLEDGE THAT YOU HAVE BEEN INFORMED THAT THE CITY OF SYLVANIA, OHIO HAS CLASSIFIED YOU AS AN INDEPENDENT CONTRACTOR AND THAT YOU HAVE BEEN ADVISED THAT CONTRIBUTIONS TO OPERS WILL NOT BE MADE ON YOUR BEHALF FOR THESE SERVICES.

FURTHER, BY SIGNING THIS AGREEMENT, YOU HEREBY ACKNOWLEDGE THAT THE CITY OF SYLVANIA, OHIO HAS IN NO WAY LIMITED OR RESTRICTED YOUR RIGHT TO PROVIDE THE AGREED-TO SERVICES TO THE GENERAL PUBLIC AND THAT YOU REGULARLY PROVIDE SUCH SERVICES TO THE GENERAL PUBLIC.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF SYLVANIA, OHIO

BY: _____ Date _____

INSOURCE SOLUTIONS GROUP, INC.

BY: _____ Date _____
TERI GIESLER

Exhibit A

Contractor agrees to perform the following services for Client:

- InSourceTax Individual Tax Site
- Efile Services

Contractor will perform the services as follows:

- New Tax Site Test Site Launch 10/1/2026
- New Tax Site launch/live date 2/15/2027

Payment

- InSourceTax Individual Tax Site Set Up \$3,000
- InSourceTax Individual Tax Site Annual Maintenance \$3,000

Terms of Payment

- Set Up Fees at Program Set Up Completion
- Annual Maintenance at Program Live
- Terms Net 30 Days

Equipment and Supplies

- Contractor, at Contractor's expense, will provide all equipment, tools, and supplies necessary to perform the contractual services.

Expenses

- Contractor will be responsible for all expenses required for the performance of the contractual services.

CITY OF SYLVANIA, OHIO SCHEDULE OF REGULAR MEETINGS FOR THE YEAR 2027

City Council meets in Council Chambers located in the City Council/Police Division building located at 6635 Maplewood Ave., Sylvania, Ohio 43560 at **6:30 p.m.** unless otherwise noted.

The **Municipal Planning Commission** meets via ZOOM at **5:30 p.m.** unless otherwise noted.
(Please contact Tim Burns at tburns@cityofsylvania.com for meeting link)

The **Board of Appeals (Zoning)** meets in Council Chambers as needed.

JANUARY

4 City Council Monday
13 Plan Commission Wed
19 City Council Tuesday

FEBRUARY

1 City Council Monday
10 Plan Commission Wed
16 City Council Tuesday

MARCH

1 City Council Monday
10 Plan Commission Wed
15 City Council Monday

APRIL

5 City Council Monday
14 Plan Commission Wed
19 City Council Monday

MAY

3 City Council Monday
12 Plan Commission Wed
17 City Council Monday

JUNE

7 City Council Monday
16 Plan Commission Wed
21 City Council Monday

JULY

14 Plan Commission Wed
19 City Council Monday

AUGUST

11 Plan Commission Wed
16 City Council Monday

SEPTEMBER

7 City Council Tuesday
15 Plan Commission Wed
20 City Council Monday

OCTOBER

4 City Council Monday
13 Plan Commission Wed
18 City Council Monday

NOVEMBER

1 City Council Monday
10 Plan Commission Wed
15 City Council Monday

DECEMBER

6 City Council Monday
15 Plan Commission Wed
20 City Council Monday

Board of Architectural Review



Minutes of the regular meeting of September 16, 2026

Mr. Schaff called the meeting to order

Secretary, Cristen Music took the roll call. Members present: Mayor Mark Frye, Jeff Schaff, Kate Fischer and Zachary Liber (4) Tm Burns; Zoning administrator. Carol Lindhuber absent

Ms. Fischer moved; Mr. Liber seconded to approve the Minutes of the August 12, 2026 Meeting as submitted Vote being: Frye, Schaff, Fischer and Liber (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

Item 1 – Regulated Sign - app. no.18-2026 requested by Debra Bodell of Glass City Signs for C&L Automotive 5519 W. Alexis.

Mr. Burns stated that this sign is a replacement wall sign and meets the zoning codes.

Ms. Fischer moved; Mr. Frye seconded, to approve; the vote being: Frye, Fischer, Schaff and Liber (4) aye; (0) nay.

Item 2 – Regulated Sign - app no.19-2026 requested by Travis Truesdell for Reformed Pilates Studio at 6600 West Sylvania Ave.

Ms. Jennifer Alkins of True Aerial Signs was present. The sign is replacement wall sign. Mr. Burns stated that the sign meets the zoning codes.

Mr. Liber moved; Ms. Fischer seconded, to approve; the vote being: Frye, Fischer, Schaff and Liber (4) aye; (0) nay.

Item 3 –Regulated app no. 20-2026 requested by Rami Shaheen of Sign Dezin for Mock law 5829 Monroe Street

The sign is a replacement pylon panel within an existing sign. Mr. Burns stated that the sign meets the zoning codes.

Mr. Liber moved; Ms. Frye seconded, to approve; the vote being: Frye, Fischer, Schaff and Liber (4) aye; (0) nay.

Item 4 – New Construction building - app no. 21-2026 requested by Brian Evans of 7 Brew Coffee 5800 Monroe Street.

Mr. Burns explained that this is for architectural review only for architectural design, materials and placement for the 7 Brew on Alexis Road located South East corner.

Mr. Frye made a motion to approve app no. 21-2026 with couple of provision that the external lighting be regulated and over seen by the city and that the luminous lighting does not distract traffic on Alexis Road or the luminous don't become intrusive to nearby residential property.

Mr. Frye moved; Ms. Fischer seconded, to approve; the vote being: Frye, Fischer, Schaff and Liber (4) aye; (0) nay.

Item 5 -app. no. 22-2026 requested by Brian Evans of 7 Brew Coffee 5800 Monroe Street.

4 signs for review, one wall sign, a monument sign, and door signs. All others signs are considered incidental. Mr. Burns stated that the sign meets the zoning codes.

Mr. Frye made a motion to approve app no. 22-2026 -With provisions that the medallion sign facing Alexis Road either be dimmable or shut off between the hours of 11:00pm-6:30am. and that the luminous from the sign don't intrude on the residential property in the neighborhood.

Mr. Frye moved; Mr. Liber seconded, to approve; the vote being: Frye, Fischer, Schaff and Liber (4) aye; (0) nay.

Item 6 – app. no. 23-2026 requested by Gary Harrell of Graphic Signs for McCarthy Builders 5635 Monroe Street.

Mr. Harrell was present. The sign is a new monument sign. Mr. Burns stated that the sign meets the zoning codes.

Mr. Fischer moved; Mr. Lieber seconded, to approve; the vote being: Frye, Fischer, Schaff and Liber (4) aye; (0) nay.

Item 7 – app. no. 24-2026 requested by Jennifer Elkins of True Aerial Signs for Carebridge Medical 4900 North McCord Road.

Ms. Elkins was present. This is replacement wall sign. Mr. Burns stated that the sign meets zoning code.

Mr. Lieber moved; Mr. Frye seconded, to approve; the vote being: Frye, Fischer, Schaff and Liber (4) aye; (0) nay.

No additions

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

Submitted by,

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

Cristen Music Secretary

Municipal Planning Commission



DEPARTMENT OF PUBLIC SERVICE
TIMOTHY S. BURNS, ZONING ADMINISTRATOR

September 17, 2026

To: Mayor and Members of City Council

Re: Planning Commission Meeting

Dear Mayor and Members of Council:

Following is an excerpt from the minutes of the regular meeting of the Municipal Planning Commission of September 16, 2026.

Mr. Schaff called the meeting to order

Secretary, Cristen Music took the roll call. Members present: Mayor Mark Frye, Kate Fischer, Jeff Schaff and Zachary Liber (4) Tim Burns Zoning Administrator, Carol Lindhuber absent

Mr. Frye moved; Mr. Liber seconded to approve the Minutes of the August 12, 2026, Meeting as submitted: Vote being: Frye, Fischer, Liber and Schaff (4) aye; (0) nay. Motion passed by a 4 to 0 vote.

Item #1 – Proposed Lot Split – 6566 Brint Rd.

Mr. Fred Swade present and explained the proposed split would divide a single parcel into two separate parcels.

Mr. Burns stated that each parcel would meet zoning code.

Mr. Frye moved, Ms. Fischer seconded, to approve, vote being; Frye, Schaaf, Liber and Fischer (4) aye; (0) nay

Item #2 – Proposed Lot Split – 6437 Madison Cove- Madison Cove Condominium 6437 Madison Cove

Mr. Burns explained the proposed split would divide a single parcel of land designated as R-1 PUD Single Family Large Lot District - Planned Development into two parcels. Parcel



DEPARTMENT OF PUBLIC SERVICE
TIMOTHY S. BURNS, ZONING ADMINISTRATOR

one would remain R-1 PUD Single Family Large Lot District Planned development, and the separated parcel would join with an R-1 Single Family Large Lot district property immediately to the South. Each parcel would meet the zoning code.

Ms. Fischer moved, Mr. Lieber seconded, to approve, vote being; Frye, Schaaf, Liber and Fischer (4) aye; (0) nay

No Additions

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

Meeting Adjourned

Submitted by,

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

Cristen Music Secretary
Municipal Planning Commission