Sylvania City Council
October 19, 2026

6:00 p.m. Safety Committee Meeting
(Proposed E-Bike Legislation)

6:30 p.m. Council Meeting
Agenda

7:15 p.m. Employee & Community Relations Committee Meeting
(Event Fees)

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

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

3. Additions to the agenda.

4. Approval of the Council meeting minutes from October 5, 2026.

5. Report from the Safety Committee meeting held on this date.

6. Proposed Ordinance No. 144-2026, Authorizing the Mayor and Director of Finance to enter into an agreement with the CJCC to provide a Noris terminal for use by the Sylvania PD.

7. Proposed Ordinance No. 145-2026, Authorizing the Mayor and Director of Finance to enter into an agreement with the CJCC to provide a Noris terminal for use by the Sylvania Prosecutor's office.

8. Chief of Police's letter requesting approval to dispose of several laser speed reading instruments by posting them for sale on GovDeals.com.

9. Proposed Ordinance No. 146-2026, To authorize and ratify the execution of Then and Now Certificated by the Director of Finance and payment of amounts due for various purchase orders.

10. Proposed Ordinance No. 147-2026, Amending Chapter 171 – Income Tax of the Sylvania Codified Ordinances, 1979, as amended, by amending Section 171.01 – Authority to levy tax; purposes of tax; rate.

11. Proposed Ordinance No. 148-2026, Amending Chapter 941 – Solid Waste/Recycling collection of the Sylvania Codified Ordinances, 1979, as amended, by amending Section 941.02 – City to provide collection and disposal for residential buildings at City expense; and by amending Section 941.021 – Fees for collection and disposal for residential buildings.

12. Service Director's letter requesting approval to dispose of a dual axle trailer in the City's recycling bin.

13. Committee reports

14. Committee referrals

INFORMATION

A. Board of Architectural Meeting minutes from October 14, 2026.

B. Municipal Planning Commission Meeting minutes from October 14, 2026.

Minutes of the Meeting of Council
October 5, 2026

Roll call: 6 present, 1 absent

The Council of the City of Sylvania, Ohio met in regular session on October 5, 2026 at 7:05 p.m. (due to the prior Public Hearings running late) with Mayor Frye in the chair. Roll was called with the following members present: Marcus Hansen, Doug Haynam, Brian McCann, Shawn Murphy, Patrick Richardson, Lyndsey Stough, Mary Westphal (excused); (6) present; (1) absent.

Pledge of Allegiance.

Pledge of Allegiance to the United States of America led by Doug Haynam.

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

Election President Pro-Tem

Mr. Haynam moved, Mr. Richardson seconded to elect Mr. Hansen as President Pro-Tem in the absence of Mrs. Westphal; roll call vote being: Haynam, Murphy, McCann, Stough, Hansen, Richardson; (6) yeas; (0) nays. The motion carried.

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

Additions to Agenda.

Item # 17a Scheduling Zoning & Annexation Meeting

Agenda approval.

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

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

Approval of September 21, 2026 Council meeting minutes.

Mr. Hansen presented the September 21, 2026 regular meeting minutes. Mr. Hansen moved, Ms. Stough 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 September 21, 2026 be approved as written; roll call vote being: Richardson, Haynam, McCann, Stough, Hansen, Murphy; (6) yeas; (0) nays. The motion carried.

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

Report from Utilities & Environment Comm. meeting

Mr. Hansen gave a brief summary of the third Utilities & Environment Committee meeting held on this date regarding the current refuse and recycling fees and how to approach the growing deficit. The committee has three (3) options regarding the waste removal fees: 1. No Change; 2. Eliminate exemptions; 3. A two (2) year or four (4) year phased in approach. A majority of the Committee members as well as Council members were comfortable moving forward with option No. 2. The Committee approved Option No. 2. This decision will be communicated to the public via their utility bill. The administration was asked to draft legislation.

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

Report from Public Hearing for ZA-1-2026

Mayor Frye gave a brief report on the public hearing regarding ZA-1-2026 (R-1 to R-1 PD) for parcels 8293529, 8293530, and 8293531 held on this day. Ryan Wamsher with Millstream Development provided some general information on the project. Residents living in the neighborhood asked questions and some voiced their concerns. At the end of the discussion, Council asked the administration to prepare legislation which had already been done.

Mayor Frye added Ordinance No. 143-2026 to the agenda.

Ordinance No. 143-2026 "Approving… Petition for Zoning Ord. Amend. No. ZA-1-2026…"

Mr. Haynam presented and read aloud by title only, proposed Ordinance No. 143-2026, a written copy of same having been previously furnished to each Council member "Approving the recommendation of the Municipal Planning Commission to approve Petition for Zoning Ordinance Amendment No. ZA-1-2026 on the petition of Louisville Title Agency for N.W. Ohio, Inc., Trustee, of whom Millstream Development Company is the beneficial owner to change the zoning of three parcels at the southwest corner of Brint Road & King Road, Sylvania, Ohio; and declaring an emergency"; Mr. Haynam moved; Mr. Hansen seconded for the passage of Ordinance No. 143-2026 as an emergency measure; roll call vote being: Haynam, Hansen, Richardson, Murphy, McCann, Stough; (6) yeas; (0) nays. The motion carried.

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

Report from the Public Hearing for SUP-4-2026

Mayor Frye gave a brief report on the public hearing for the Petition for Zoning Ordinance Amendment SUP-4-2026 – 5890 Monroe St. in Sylvania, Ohio, also held this evening. Tony Rench with Weihe Engineers and Matt DeWood, the developer that owns the property provided some information regarding the planned project. Council asked a series of questions and numerous residents spoke out against the project. Nobody else spoke in favor. The public hearing was adjourned at 7:02pm.

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

Ordinance No. 133-2026 "…

Service Director's letter requesting approval of Change Order No. 1 (Final) was placed on file. Ms. Stough presented and read aloud by title only, proposed Ordinance No.

133-2026, a written copy of same having been previously furnished to each Council member "Authorizing the Mayor and Director of Finance to approve Change Order No. 1 (Final) to this City's agreement with Reemsnyder Decorating to provide and install carpet for the Craig A. Stough Municipal Building Office Improvements Project; decreasing the contract amount by $780.00; and declaring an emergency"; Ms. Stough moved; Mr. Haynam seconded for the passage of Ordinance No. 133-2026 as an emergency measure; roll call vote being: Haynam, Hansen, Richardson, Murphy, McCann, Stough; (6) yeas; (0) nays. The motion carried.

approve CO 1 (Final) … Reemsnyder Decorating … carpet…"

Service Director's letter requesting approval of Change Order No. 1 (Final) was placed on file. Ms. Stough presented and read aloud by title only, proposed Ordinance No. 134-2026, a written copy of same having been previously furnished to each Council member "Authorizing the Mayor and Director of Finance to approve Change Order No. 1 (Final) to this City's agreement with Friends Office to provide office furniture for the Craig A. Stough Municipal Building Office Improvements Project; increasing the contract amount by $3,975.60; appropriating funds therefore; and declaring an emergency"; Ms. Stough moved; Mr. Hansen seconded for the passage of Ordinance No. 134-2026 as an emergency measure; roll call vote being: Stough, Haynam, Hansen, Richardson, Murphy, McCann; (6) yeas; (0) nays. The motion carried.

Ordinance No. 134-2026 "… approve CO 1 (Final) … Friends Office … furniture…"

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

Service Director's letter recommending approval of the agreement was placed on file. Mr. Richardson presented and read aloud by title only, proposed Ordinance No. 135-2026, a written copy of same having been previously furnished to each Council member "Authorizing the Mayor and Director of Finance to enter into a Joint Cooperation Agreement on behalf of this City of Sylvania with the Sylvania Township Board of Trustees and the Lucas County Board of Commissioners for the Jamesford Woods, Spring Forest & other subdivision roads & Sylvania Avenue Resurfacing Project; and declaring an emergency"; Mr. Richardson moved; Mr. McCann seconded for the passage of Ordinance No. 135-2026 as an emergency measure; roll call vote being: Haynam, Hansen, Stough, Richardson, Murphy, McCann; (6) yeas; (0) nays. The motion carried.

Ordinance No. 135-2026 "… Joint Cooperating Agmt. … with Sylvania Twp. …"

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

Ordinance No. 136-2026 "Accepting … Revize, LLC … website redesign services…"

Service Director's letter recommending approval of the agreement was placed on file. Mr. McCann presented and read aloud by title only, proposed Ordinance No. 136-2026, a written copy of same having been previously furnished to each member of Council "Accepting the proposal of Revize, LLC to provide website redesign services for the City of Sylvania's website; appropriating funds therefore in the amount of $109,017; and declaring an emergency; Mr. McCann moved; Mr. Haynam seconded for the passage of Ordinance No. 136-2026 as an emergency measure; roll call vote being: Haynam, Hansen, McCann, Murphy, Richardson, Stough; (6) yeas; (0) nays. The motion carried.

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

Ordinance No. 137-2026 "Authorizing …agreement with Naviant, LLC… digital permitting portal …"

Service Director's letter recommending approval of the statement of work and the agreement was placed on file. Mr. Hansen presented and read aloud by title only, proposed Ordinance No. 137-2026, a written copy of same having been previously furnished to each member of Council "Authorizing the Mayor and Director of Finance to approve the statement of work and to enter into an agreement with Naviant, LLC to create a digital permitting portal for the City of Sylvania; appropriating funds therefore in the amount of $41,000; and declaring an emergency; Mr. Hansen moved; Mr. McCann seconded for the passage of Ordinance No. 137-2026 as an emergency measure; roll call vote being: Richardson, Hansen, McCann, Murphy, Haynam, Stough; (6) yeas; (0) nays. The motion carried.

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

Ordinance No. 138-2026 "Accepting … West Erie Realty Solutions, Ltd… Brint/Main/Holland-Sylvania Roundabout…"

Service Director's letter recommending approval of the proposal was placed on file. Mr. Richardson presented and read aloud by title only, proposed Ordinance No. 138-2026, a written copy of same having been previously furnished to each member of Council "Accepting the proposal of West Erie Realty Solutions, Ltd. to provide right-of-way acquisition services relative to the Brint/Main/Holland-Sylvania Roundabout Project; appropriating funds therefore in the amount of $130,540; and declaring an emergency; Mr. Richardson moved; Mr. McCann seconded for the passage of Ordinance No. 138-2026 as an emergency measure; roll call vote being: Richardson, Hansen, Murphy, Haynam, Stough, McCann; (6) yeas; (0) nays. The motion carried.

Service Director's letter recommending approval of the proposal was placed on file.

Ordinance No. 139-2026 "Accepting… Brian W. Barnes & Co. … Brint/Main/ Holland-Sylvania Roundabout ..."

Mr. Richardson presented and read aloud by title only, proposed Ordinance No. 139-2026, a written copy of same having been previously furnished to each member of Council "Accepting the proposal of Brian W. Barnes & Co. to provide appraisal review services relative to the Brint/Main/Holland-Sylvania Roundabout Project; appropriating funds therefore in the amount of $18,250; and declaring an emergency; Mr. Richardson moved; Mr. McCann seconded for the passage of Ordinance No. 139-2026 as an emergency measure; roll call vote being: Hansen, Richardson, Murphy, Haynam, Stough, McCann; (6) yeas; (0) nays. The motion carried.

Ordinance No. 140-2026 "Accepting… JBH-RW… Brint/Main/ Holland-Sylvania Roundabout

Service Director's letter recommending approval of the proposal was placed on file. Mr. Richardson presented and read aloud by title only, proposed Ordinance No. 140-2026, a written copy of same having been previously furnished to each member of Council "Accepting the proposal of JBH-RW to provide relocation services relative to the Brint/Main/Holland-Sylvania Roundabout Project; appropriating funds therefore in the amount of $1,000; and declaring an emergency; Mr. Richardson moved; Mr. McCann seconded for the passage of Ordinance No. 140-2026 as an emergency measure; roll call vote being: Murphy, Richardson, Hansen, Haynam, Stough, McCann; (6) yeas; (0) nays. The motion carried.

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

Authorization to advertise for bids for Monroe St. Lighting Project

Mr. Hansen moved; Mr. Richardson seconded to authorize administration to advertise for bids for the Monroe Street Lighting Improvements Project (Harroun Rd. to Acres Rd.); roll call vote being: Haynam, Hansen, Richardson, Murphy, Stough, McCann; (6) yeas; (0) nays. The motion carried.

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

Ordinance No. 141-2026 "Revising… codified ordinances… eliminating… "IT Support Specialist…"

Mr. McCann presented and read aloud by title only, proposed Ordinance No. 141-2026, a written copy of same having been previously furnished to each member of Council "Revising the administrative, departmental, and divisional organization of the City and the codified ordinances thereof by eliminating the position of "IT Support Specialist"; amending Sylvania Codified Ordinance Section 129.045 to eliminate the "IT Support Specialist" and add a second "Information Technology Specialist" effective October 6, 2026; amending Sylvania Codified Ordinance Section 139.03(d)(3) – Definition and adoption of the compensation plan to eliminate the IT Support Specialist's salary; and

declaring an emergency; Mr. McCann moved; Mr. Murphy seconded for the passage of Ordinance No. 141-2026 as an emergency measure; roll call vote being: Haynam, Hansen, McCann, Murphy, Richardson, Stough; (6) yeas; (0) nays. The motion carried.

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

Setting Zoning & Annex. Comm. Meeting for 10-19-2026 at 6:30pm

Mr. Haynam moved; Ms. Stough seconded to schedule a Zoning & Annexation Committee meeting regarding SUP-3-2026 (8310 Sylvania-Metamora Rd.) on Monday, October 19, 2026 at 6:30pm (after the regular scheduled Council meeting and after the scheduled Employee and Community Relations Committee meeting) in Council Chambers located at 6635 Maplewood Avenue, Sylvania, Ohio; roll call vote being: Haynam, Murphy, Richardson, Hansen, McCann, Stough; (6) yeas; (0) nays. The motion carried.

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

Enter Executive Session

Mr. Murphy moved, Ms. Stough seconded to enter into Executive Session for the purpose of discussing pending litigation and security updates at 8:09 p.m.; roll call vote being: Stough, Haynam, Hansen, Richardson, McCann, Murphy; (6) yeas; (0) nays. The motion carried.

Exit Executive Session

Mr. Haynam moved, Mr. Hansen seconded to return from Executive Session to General Session at 8:35 p.m.; roll call vote being: Hansen, Richardson, Haynam, Murphy, McCann, Stough; (6) yeas; (0) nays. The motion carried.

Mayor Frye stated that no decisions were made during Executive Session.

Mayor Frye stated that all items have been addressed.

Adjournment

Mr. Hansen moved, Mr. Murphy seconded to adjourn at 8:38pm Roll call vote being: Hansen, McCann, Stough, Murphy, Haynam, Richardson; (6) yeas; (0) nays. The motion carried.

_____ _____

Clerk of Council Mayor

ORDINANCE NO. 144-2026

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AN AGREEMENT WITH THE CRIMINAL JUSTICE COORDINATING COUNCIL TO PROVIDE A NORIS TERMINAL FOR USE BY THE SYLVANIA POLICE DIVISION FOR 2027; AND DECLARING AN EMERGENCY.

WHEREAS, Ordinance No. 91-77 originally authorized the NORIS (Northwest Ohio Regional Information System) terminal in the Sylvania Police Department and the Police Department has had a NORIS terminal continuously since then; and,

WHEREAS, attached hereto and made a part hereof is an Agreement for the period January 1, 2027 through December 31, 2027, with a ninety (90) day cancellation clause, for the use of a NORIS terminal by Sylvania Police Division at a cost of Thirty-One Thousand Nine Hundred Twenty-Three and 40/100 Dollars ($31,923.40), payable annually.

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 are hereby authorized to enter into the NORIS Agreement, a copy of which is attached hereto as "Exhibit A," at a cost of Thirty-One Thousand Nine Hundred Twenty-Three and 40/100 Dollars ($31,923.40), for the period from January 1, 2027 through December 31, 2027, payable annually.

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. 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 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 appropriate equipment should be provided immediately for the use by the Sylvania Police Division. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately

upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2026, as an emergency measure.

_____
President of Council

ATTEST:

_____
Clerk of Council

APPROVED AS TO FORM:

_____
Director of Law

APPROVED:

_____
Mayor

_____
Date

CJCC | CRIMINAL JUSTICE COORDINATING COUNCIL
www.lucascountycjcc.org
640 JACKSON STREET, SUITE 1720 TOLEDO, OHIO 43604-2230 T 567.200.6850 F 567.200.6855

NORIS NORTHWEST OHIO REGIONAL INFORMATION SYSTEM
www.noris.org

Chief Danilynn Miller
Sylvania Police Department
6635 Maplewood Avenue
Sylvania, OH 43560

Dear Chief Miller,

Thank you for your continuing participation in the Northwest Ohio Regional Information System (NORIS) through the Criminal Justice Coordinating Council. NORIS continues to strive to provide the most current and complete shared integrated criminal justice information system in the State of Ohio.

Enclosed is the Statement of Agreement between the Sylvania Police Department and the Criminal Justice Coordinating Council for the coming calendar year, allowing us to continue providing your agency with NORIS services. Please sign and return this agreement by December 1, 2026.

If the signed agreement is not received by January 1, 2027, it will be assumed that you have accepted the agreement as written, and it will be executed accordingly.

Please note that page 8 of this document will outline any changes made from the prior year's agreement. If there are any questions or concerns about your agencies NORIS services, please do not hesitate to contact me.

Sincerely,

Shane Marie McCracken

Shane Marie McCracken
Director, Northwest Ohio Regional Information System (NORIS)
O: 567.200.6808
C: 419.469.4940
shane.mccracken@noris.org

STATEMENT OF AGREEMENT
BETWEEN
SYLVANIA POLICE DEPARTMENT
AND
CRIMINAL JUSTICE COORDINATING COUNCIL

WHEREAS, the Criminal Justice Coordinating Council (CJCC) provides criminal justice information services through the Northwest Ohio Regional Information System (NORIS); and

WHEREAS, the Sylvania Police Department (CUSTOMER) desires to implement NORIS software and applications.

NOW THEREFORE, it is agreed as follows:

I. NORIS shall provide access for the services listed in Section IV and provide training to Customer for this purpose.

II. CUSTOMER shall provide to the CJCC the sum of **$31,923.40** for NORIS SOFTWARE application and maintenance during **Calendar Year 2027 starting January 1, 2027 and ending December 31, 2027.**

III. NORIS will provide a perpetual non-exclusive license for the right to use the NORIS applications listed in Section IV provided CUSTOMER maintains software maintenance. This license is limited to use by the CUSTOMER for internal needs and may not be resold, transferred or shared. As used in this section, the term license refers only to the NORIS applications listed.

Application Description	2026 Annual Cost	% Increase	2027 Annual Cost
NORIS RegionWISE RegionWISE Integrated Queries Affidavit Line-Up RID	$ 8,409.19	5%	$ 8,829.65
Law Enforcement Suite ReportWISE / CRS Property Room eCitation	$ 12,075.00	5%	$ 12,678.75
NORIS Warrant Application (Query Only)	$ 4,725.00	5%	$ 4,961.25
NORIS LEADS Application (Query Only)	$ 1,575.00	5%	$ 1,653.75
NORIS LEADS Service *	$ 3,250.00	0%	$ 3,250.00
Buckeye Data Circuit *	$ 50.00	0%	$ 50.00
Threat Protection and Recovery Systems **	$ 500.00	0%	$ 500.00
~~**Inconvenience Fee**~~	~~$ (2,500.00)~~	0%	$ -
Contract Total	$ 28,084.19		$ 31,923.40
** Indicates a vendor pass through cost that is not determined by NORIS.*			
*** Formerly labeled as "Disaster Recovery"; this service now includes both cyber security protection and disaster recovery systems.*			

IV. Annual maintenance will consist of:

A. Maintenance of user accounts.

B. Telephone support shall be available twenty-four (24) hours per day, seven (7) days per week through the NORIS Support line.

C. Response within 8 hours to business-critical issues twenty-four (24) hours per day, seven (7) days per week. Routine support issues will be handled Monday through Friday during normal business hours.

D. Periodic upgrades to NORIS software and applications.

E. Repair of identified software bugs.

F. Database software to support NORIS software and applications.

G. Twenty-four (24) hours per day, seven (7) days per week hardware support for equipment in the NORIS Data Center used to support NORIS software and applications.

H. Reorganizing and optimizing databases and files when necessary to maintain system performance.

I. Performing daily file and database backups and/or database file recoveries.

J. Periodic installation of fixes, updates and new releases of operating system and database software.

K. Integration of CUSTOMER'S data in data sharing applications.

L. Monitoring the network for reasonable performance, intrusions, and outages.

V. CUSTOMER is responsible for the procurement of all computer supplies not covered in this agreement.

VI. Any equipment owned by NORIS at the CUSTOMER's site shall be maintained by NORIS. Optionally, NORIS may maintain CUSTOMER owned equipment. This may include but is not limited to PC terminals, printers, routers, LAN extenders and CSU/DSU equipment. NORIS will repair or replace, at its option, any NORIS owned equipment that fails to work as required. CUSTOMER is required to pay for any repairs that arise from any component not being used as specified or damaged through fire, flood, war or other natural or manmade disasters. Further, any repair cost caused by malicious and/or negligent treatment of the equipment or use of the equipment for the purpose other than those intended by the manufacturers shall be the responsibility of the user.

VII. NORIS will not allow any non-NORIS installed software to be used on its NORIS/LEADS terminals without prior written approval from NORIS.

VIII. The end-user may NOT decompile, reverse engineer, disassemble or otherwise reduce the software to a human readable form. The end-user may NOT modify, adapt, translate, rent, lease, load, resell for profit, distribute, or otherwise assign or transfer the software.

IX. The CUSTOMER shall be invoiced on an annual basis, unless otherwise agreed to in writing by the CUSTOMER and the CJCC prior to the applicable invoicing date.

X. Software maintenance and CUSTOMER support does not include:

A. Maintenance of CUSTOMER owned PCs.

B. Maintenance of CUSTOMER owned network equipment such as routers, switches and hubs.

C. Maintenance of printer parts.

D. Installation of hardware or software, except as noted above, on CUSTOMER owned PCs for the purpose of providing a connection to the NORIS network.

E. CJIS required multi-factor authentication solution.

Remainder of page left intentionally blank.

TERMS AND CONDITIONS

I. LIMITATION OF LIABILITY

A. CUSTOMER'S LIMITATION OF LIABILITY

1. The CUSTOMER, its employees, agents and subcontractors will not be liable to NORIS or any other person for any claim or damages arising directly or indirectly from the information technology (IT) services, or any documentation relating to such services described hereunder, or from any other cause, except for claims resulting from bodily injury or damage to personal property unrelated to the delivery of it services and due to the sole negligence of the CUSTOMER'S employees.

    a) In no event will the CUSTOMER be liable to any party for indirect, incidental, special or consequential damages of any kind arising hereunder even if the CUSTOMER has been advised of the possibility of such damages.

    b) The CUSTOMER specifically disclaims any responsibility for performance and suitability for purpose, or software provided by any third-party provider.

II. RESOLUTION OF ISSUES

For any issues relating to unsatisfactory work production or severe defects by the project team, the NORIS Director will endeavor to first understand and then resolve the issue directly with CUSTOMER. If for any reason the NORIS Director does not manage any issue to the CUSTOMER's satisfaction, the issue may be escalated to:

Holly Matthews, Executive Director, CJCC
CJCC@noris.org
Tel: (567) 200.6828

III. DISCLAIMER

NORIS makes no warranties of any kind, either expressed or implied, and disclaims the implied warranties of merchantability and fitness for a particular purpose with respect to technical information or technical assistance provided by NORIS under and pursuant to this AGREEMENT.

IV. LIMITATION OF DAMAGES

CJCC/NORIS will not be liable for any delay in or failure to provide services if due to any cause or conditions beyond NORIS's reasonable control, whether foreseeable or not. NORIS's entire liabilities for damages for any cause whatsoever, and regardless of the form of action, shall be limited to CUSTOMER's actual direct damages not to exceed the amount paid to NORIS under this AGREEMENT. In no event shall CJCC/NORIS, its officers, agents and employees, be liable under or in connection with this AGREEMENT under any theory or tort, agreement, strict liability or other legal or equitable theory for lost profits, special, incidental or consequential damages.

V. **CONFIDENTIALITY**

Without the prior written consent of the CUSTOMER, NORIS shall maintain the confidentiality of and shall not disclose any information disclosed to, obtained by or created by NORIS in connection with its performance of the services or otherwise in connection with this AGREEMENT. The obligations of confidentiality and non-disclosure imposed under this AGREEMENT shall not apply to:

A. Information which is published or otherwise becomes available to the general public as part of the public domain without breach of this AGREEMENT;

B. Information which has been furnished or made known to NORIS by a third party which does not involve a breach of the third party's obligations to CUSTOMER;

C. Information that was in NORIS's possession without proprietary restrictions prior to the date of disclosure to NORIS;

D. Information that NORIS establishes was developed independently of any information furnished to it; and

E. General information of a nonproprietary nature.

VI. **ASSIGNMENT**

This AGREEMENT may not be assigned or transferred by either party, in whole or in part, either voluntarily or by operation of law, without the prior written consent of the other party.

VII. **OWNERSHIP**

NORIS retains all marketing and resell rights to all software, components, methodologies and documentation developed in conjunction with the application covered by this AGREEMENT.

VIII. **WAIVER**

The failure of either party to exercise any of its rights or to enforce any of the provisions of this AGREEMENT on any occasion shall not be a waiver of such rights or provisions, nor affect the right of such party thereafter to enforce each and every provision of this AGREEMENT.

IX. **INDEPENDENT CONTRACTOR STATUS**

NORIS is performing the services and duties required of it pursuant to this AGREEMENT as an independent contractor and not as an employee, agent, partner of or joint venture. NORIS shall not have authority to bind or obligate the CUSTOMER in any manner. CUSTOMER shall neither have nor exercise any control over the methods by which NORIS accomplishes the performance of the services. The sole interest of CUSTOMER is to assure that the services shall be provided in a competent, efficient, and satisfactory manner. NORIS will be solely responsible for the payment or withholding of all federal, state or local income taxes, Medicare taxes, unemployment taxes, workers' compensation and other insurance required by law arising from NORIS's compensation hereunder. NORIS will maintain Worker's Compensation and comprehensive general liability coverage in form, in amount, and with carriers, which it deems satisfactory to the prudent operation of its business.

X. **SEVERABILITY**

If any provision of this AGREEMENT is invalid or unenforceable under any applicable statute to rule of law, then the affected provision shall be curtailed and limited only to the extent necessary to bring said provision within legal requirements, and this AGREEMENT as so modified shall continue in full force and effect.

XI. **NOTICES**

All notices required by or relating to this AGREEMENT shall be in writing and shall be sent to the addresses set forth below. A notice shall be deemed duly given 1) if deposited, postage prepaid in the United States mail and directed to the below-described address or as changed if notice is provided to the other party or 2) if it is delivered by email, the other party acknowledges receipt of the email.

SYLVANIA POLICE DEPARTMENT
6635 MAPLEWOOD AVENUE
SYLVANIA, OH 43560
ATTN: CHIEF DANILYNN MILLER
EMAIL: CHIEF.MILLER@SYLVANIAPOLICE.COM

CJCC / NORIS
640 JACKSON STREET, SUITE 1720
TOLEDO, OHIO 43604-2230
ATTN: HOLLY K. MATTHEWS
EMAIL: CJCC@NORIS.ORG

XII. **ENTIRE AGREEMENT**

This AGREEMENT and all appendices attached hereto and all associated work authorization documents accepted hereunder, constitute the entire AGREEMENT between the parties and shall supersede all proposals or prior AGREEMENT, oral or written, and all other communications between the parties relating to the subject matter of this AGREEMENT.

XIII. **RIGHTS AND AUTHORITY**

The CUSTOMER warrants and represents that it has full right and authority to enter into this AGREEMENT and that neither the act of doing so nor its conduct as contemplated hereby shall be in violation of any AGREEMENT or obligation to which it is a party or by which it is bound.

XIV. **GOVERNING LAW**

This AGREEMENT shall be governed and construed in accordance with the laws of the Lucas County, State of Ohio, of the United States.

XV. **RELATIONSHIP**

Nothing contained in this AGREEMENT shall be constructed to imply a joint venture or principal and agent relationship between NORIS and the CUSTOMER and neither party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other party.

XVI. **TERMINATION**

A. This AGREEMENT is effective until terminated by either party. Written notice of intent to terminate shall be provided ninety (90) days prior to the date of actual termination. The notice should specify the extent to which performance of work under this AGREEMENT is terminated, and the future date upon which such termination becomes effective. The CUSTOMER agrees to pay NORIS for all work performed up to the date of such termination, including any prepaid items or cancellation fees to third party suppliers. Any CUSTOMER owned equipment, located within the NORIS Data Center or elsewhere, will be returned to the CUSTOMER upon termination of this AGREEMENT.

B. This AGREEMENT may be amended from time-to-time in writing by the parties provided that such amendments shall be attached hereto and become a part thereof. Any changes in fees, services, conditions or guidelines shall be dealt with under this paragraph.

XVII. **CONTRACT MODIFICATIONS**

This AGREEMENT may be amended from time-to-time in writing by the parties provided that such amendments shall be attached hereto and become a part thereof. Any changes in fees, services, conditions or guidelines shall be dealt with under this paragraph.

A. Calendar Year 2027 Documented Changes:

i. 5% fee increase:
A 5% increase was applied to NORIS applications and interfaces.

ii. Vendor Pass-Through Costs:
Any vendor pass-through costs are identified by an asterisk ("*") next to the applicable line item on page 2. Such costs are established and determined by the applicable vendor and may increase independently of, and in excess of, any price increase implemented by NORIS.

iii. Threat Protection and Recovery Services:
This service now covers both cybersecurity protection and disaster recovery systems. This has been identified by a double asterisk ("**") next to the applicable line item on page 2.

CONTRACT AGREEMENT SIGNATURES

HOLLY K. MATTHEWS EXECUTIVE DIRECTOR, CJCC	Holly K. Matthews SIGNATURE	9/25/2026 DATE
SHANE MARIE MCCRACKEN DIRECTOR, NORIS	Shane Marie McCracken SIGNATURE	09/24/2026 DATE
SYLVANIA POLICE DEPARTMENT REPRESENTATIVE NAME (PRINTED)	SIGNATURE	DATE
REPRESENTATIVE TITLE		

CUSTOMER BILLING INFORMATION

CONTACT NAME (PRINTED)	EMAIL ADDRESS	PHONE
CONTACT NAME (PRINTED)	EMAIL ADDRESS	PHONE

CJCC/NORIS BILLING QUESTIONS, PLEASE CONTACT:
LIZ CAPPELLETTY, DIRECTOR OF ADMINISTRATIVE SERVICES
Phone: 567.200.6833
Email: LIZ.CAPPELLETTY@NORIS.ORG

EVERBRIDGE NOTIFICATION SYSTEM – SYLVANIA POLICE DEPARTMENT

DANNIELLE HAYWARD	858@SYLVANIAPOLICE.COM	
TERMINAL AGENCY COORDINATOR (TAC)	EMAIL ADDRESS	CELL PHONE#
HEATHER KELSO	859@SYLVANIAPOLICE.COM	
AGENCY CONTACT	EMAIL ADDRESS	CELL PHONE#
DANILYNN MILLE	CHIEF.MILLER@SYLVANIAPOLICE.COM	
AGENCY CONTACT	EMAIL ADDRESS	CELL PHONE#

ORDINANCE NO. 145-2026

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AN AGREEMENT WITH THE CRIMINAL JUSTICE COORDINATING COUNCIL TO PROVIDE A NORIS TERMINAL FOR USE OF THE SYLVANIA PROSECUTOR'S OFFICE FOR 2027; AND DECLARING AN EMERGENCY.

WHEREAS, the Sylvania Prosecutor's Office has had access to NORIS since it occupied the new Municipal Court Building in January, 1999; and,

WHEREAS, attached hereto and made a part hereof is an Agreement for the period January 1, 2027 through December 31, 2027, with a ninety (90) day cancellation clause, for the use of a NORIS terminal by the Sylvania Prosecutor's Office at a cost of Eight Thousand Six Hundred Forty-One and 14/100 Dollars ($8,641.14), payable annually.

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 are hereby authorized to enter into the NORIS Agreement, a copy of which is attached hereto as "Exhibit A", at a cost of Eight Thousand Six Hundred Forty-One and 14/100 Dollars ($8,641.14), for the period from January 1, 2027 through December 31, 2027, payable annually.

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. 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 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 appropriate equipment should be provided immediately for the use by the Sylvania Prosecutor's Office. Provided this Ordinance receives the affirmative vote

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

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2026, as an emergency measure.

_____
President of Council

ATTEST:

_____
Clerk of Council

APPROVED AS TO FORM:

_____
Director of Law

APPROVED:

_____
Mayor

_____
Date

CJCC | CRIMINAL JUSTICE COORDINATING COUNCIL

NORIS NORTHWEST OHIO REGIONAL INFORMATION SYSTEM

www.noris.org

www.lucascountycjcc.org

640 JACKSON STREET, SUITE 1720 TOLEDO, OHIO 43604-2230 T 567.200.6850 F 567.200.6855

Ms. Leslie Brinning
City of Sylvania, Law Director
6700 Monroe Street
Sylvania, OH 43560

Dear Ms. Brinning,

Thank you for your continuing participation in the Northwest Ohio Regional Information System (NORIS) through the Criminal Justice Coordinating Council. NORIS continues to strive to provide the most current and complete shared integrated criminal justice information system in the State of Ohio.

Enclosed is the Statement of Agreement between the City of Sylvania Prosecutor's Office and the Criminal Justice Coordinating Council for the coming calendar year, allowing us to continue providing your agency with NORIS services. Please sign and return this agreement by December 1, 2026.

If the signed agreement is not received by January 1, 2027, it will be assumed that you have accepted the agreement as written, and it will be executed accordingly.

Please note that page 8 of this document will outline any changes made from the prior year's agreement. If there are any questions or concerns about your agencies NORIS services, please do not hesitate to contact me.

Sincerely,

Shane Marie McCracken

Shane Marie McCracken
Director, Northwest Ohio Regional Information System (NORIS)
O: 567.200.6808
C: 419.469.4940
shane.mccracken@noris.org

STATEMENT OF AGREEMENT
BETWEEN
CITY OF SYLVANIA PROSECUTOR'S OFFICE
AND
CRIMINAL JUSTICE COORDINATING COUNCIL

WHEREAS, the Criminal Justice Coordinating Council (CJCC) provides criminal justice information services through the Northwest Ohio Regional Information System (NORIS); and

WHEREAS, the City of Sylvania Prosecutor's Office (CUSTOMER) desires to implement NORIS software and applications.

NOW THEREFORE, it is agreed as follows:

I. NORIS shall provide access for the services listed in Section IV and provide training to Customer for this purpose.

II. CUSTOMER shall provide to the CJCC the sum of $**8,641.14** for NORIS SOFTWARE application and maintenance during **Calendar Year 2027 starting January 1, 2027 and ending December 31, 2027.**

III. NORIS will provide a perpetual non-exclusive license for the right to use the NORIS applications listed in Section IV provided CUSTOMER maintains software maintenance. This license is limited to use by the CUSTOMER for internal needs and may not be resold, transferred or shared. As used in this section, the term license refers only to the NORIS applications listed.

Application Description	2026 Annual Cost	% Increase	2027 Annual Cost
NORIS RegionWISE RegionWISE Integrated Queries	$ 4,896.32	5%	$ 5,141.14
NORIS LEADS Service * **(Please note 2026 was pro-rated from 05/01 - 12/31; 2027 is for a full year)**	$ 2,166.64	-	$ 3,250.00
Threat Protection and Recovery Systems **	$ 250.00	0%	$ 250.00
Contract Total	$ 7,312.96		$ 8,641.14
** Indicates a vendor pass through cost that is not determined by NORIS.*			
*** Formerly labeled as "Disaster Recovery"; this service now includes both cyber security protection and disaster recovery systems.*			

IV. Annual maintenance will consist of: Maintenance of user accounts.

A. Maintenance of user accounts.

B. Telephone support shall be available twenty-four (24) hours per day, seven (7) days per week through the NORIS Support line.

C. Response within 8 hours to business-critical issues twenty-four (24) hours per day, seven (7) days per week. Routine support issues will be handled Monday through Friday during normal business hours.

D. Periodic upgrades to NORIS software and applications.

E. Repair of identified software bugs.

F. Database software to support NORIS software and applications.

G. Twenty-four (24) hours per day, seven (7) days per week hardware support for equipment in the NORIS Data Center used to support NORIS software and applications.

H. Reorganizing and optimizing databases and files when necessary to maintain system performance.

I. Performing daily file and database backups and/or database file recoveries.

J. Periodic installation of fixes, updates and new releases of operating system and database software.

K. Integration of CUSTOMER'S data in data sharing applications.

L. Monitoring the network for reasonable performance, intrusions, and outages.

V. CUSTOMER is responsible for the procurement of all computer supplies not covered in this agreement.

VI. Any equipment owned by NORIS at the CUSTOMER's site shall be maintained by NORIS. Optionally, NORIS may maintain CUSTOMER owned equipment. This may include but is not limited to PC terminals, printers, routers, LAN extenders and CSU/DSU equipment. NORIS will repair or replace, at its option, any NORIS owned equipment that fails to work as required. CUSTOMER is required to pay for any repairs that arise from any component not being used as specified or damaged through fire, flood, war or other natural or manmade disasters. Further, any repair cost caused by malicious and/or negligent treatment of the equipment or use of the equipment for the purpose other than those intended by the manufacturers shall be the responsibility of the user.

VII. NORIS will not allow any non-NORIS installed software to be used on its NORIS/LEADS terminals without prior written approval from NORIS.

VIII. The end-user may NOT decompile, reverse engineer, disassemble or otherwise reduce the software to a human readable form. The end-user may NOT modify, adapt, translate, rent, lease, load, resell for profit, distribute, or otherwise assign or transfer the software.

IX. The CUSTOMER shall be invoiced on an annual basis, unless otherwise agreed to in writing by the CUSTOMER and the CJCC prior to the applicable invoicing date.

X. Software maintenance and CUSTOMER support does not include:

A. Maintenance of CUSTOMER owned PCs.

B. Maintenance of CUSTOMER owned network equipment such as routers, switches and hubs.

C. Maintenance of printer parts.

D. Installation of hardware or software, except as noted above, on CUSTOMER owned PCs for the purpose of providing a connection to the NORIS network.

E. CJIS required multi-factor authentication solution.

Remainder of page left intentionally blank.

TERMS AND CONDITIONS

I. LIMITATION OF LIABILITY

A. CUSTOMER'S LIMITATION OF LIABILITY

1. The CUSTOMER, its employees, agents and subcontractors will not be liable to NORIS or any other person for any claim or damages arising directly or indirectly from the information technology (IT) services, or any documentation relating to such services described hereunder, or from any other cause, except for claims resulting from bodily injury or damage to personal property unrelated to the delivery of it services and due to the sole negligence of the CUSTOMER'S employees.

    a) In no event will the CUSTOMER be liable to any party for indirect, incidental, special or consequential damages of any kind arising hereunder even if the CUSTOMER has been advised of the possibility of such damages.

    b) The CUSTOMER specifically disclaims any responsibility for performance and suitability for purpose, or software provided by any third-party provider.

II. RESOLUTION OF ISSUES

For any issues relating to unsatisfactory work production or severe defects by the project team, the NORIS Director will endeavor to first understand and then resolve the issue directly with CUSTOMER. If for any reason the NORIS Director does not manage any issue to the CUSTOMER's satisfaction, the issue may be escalated to:

Holly Matthews, Executive Director, CJCC
CJCC@noris.org
Tel: (567) 200.6828

III. DISCLAIMER

NORIS makes no warranties of any kind, either expressed or implied, and disclaims the implied warranties of merchantability and fitness for a particular purpose with respect to technical information or technical assistance provided by NORIS under and pursuant to this AGREEMENT.

IV. LIMITATION OF DAMAGES

CJCC/NORIS will not be liable for any delay in or failure to provide services if due to any cause or conditions beyond NORIS's reasonable control, whether foreseeable or not. NORIS's entire liabilities for damages for any cause whatsoever, and regardless of the form of action, shall be limited to CUSTOMER's actual direct damages not to exceed the amount paid to NORIS under this AGREEMENT. In no event shall CJCC/NORIS, its officers, agents and employees, be liable under or in connection with this AGREEMENT under any theory or tort, agreement, strict liability or other legal or equitable theory for lost profits, special, incidental or consequential damages.

V. **CONFIDENTIALITY**

Without the prior written consent of the CUSTOMER, NORIS shall maintain the confidentiality of and shall not disclose any information disclosed to, obtained by or created by NORIS in connection with its performance of the services or otherwise in connection with this AGREEMENT. The obligations of confidentiality and non-disclosure imposed under this AGREEMENT shall not apply to:

A. Information which is published or otherwise becomes available to the general public as part of the public domain without breach of this AGREEMENT;

B. Information which has been furnished or made known to NORIS by a third party which does not involve a breach of the third party's obligations to CUSTOMER;

C. Information that was in NORIS's possession without proprietary restrictions prior to the date of disclosure to NORIS;

D. Information that NORIS establishes was developed independently of any information furnished to it; and

E. General information of a nonproprietary nature.

VI. **ASSIGNMENT**

This AGREEMENT may not be assigned or transferred by either party, in whole or in part, either voluntarily or by operation of law, without the prior written consent of the other party.

VII. **OWNERSHIP**

NORIS retains all marketing and resell rights to all software, components, methodologies and documentation developed in conjunction with the application covered by this AGREEMENT.

VIII. **WAIVER**

The failure of either party to exercise any of its rights or to enforce any of the provisions of this AGREEMENT on any occasion shall not be a waiver of such rights or provisions, nor affect the right of such party thereafter to enforce each and every provision of this AGREEMENT.

IX. **INDEPENDENT CONTRACTOR STATUS**

NORIS is performing the services and duties required of it pursuant to this AGREEMENT as an independent contractor and not as an employee, agent, partner of or joint venture. NORIS shall not have authority to bind or obligate the CUSTOMER in any manner. CUSTOMER shall neither have nor exercise any control over the methods by which NORIS accomplishes the performance of the services. The sole interest of CUSTOMER is to assure that the services shall be provided in a competent, efficient, and satisfactory manner. NORIS will be solely responsible for the payment or withholding of all federal, state or local income taxes, Medicare taxes, unemployment taxes, workers' compensation and other insurance required by law arising from NORIS's compensation hereunder. NORIS will maintain Worker's Compensation and comprehensive general liability coverage in form, in amount, and with carriers, which it deems satisfactory to the prudent operation of its business.

X. **SEVERABILITY**

If any provision of this AGREEMENT is invalid or unenforceable under any applicable statute to rule of law, then the affected provision shall be curtailed and limited only to the extent necessary to bring said provision within legal requirements, and this AGREEMENT as so modified shall continue in full force and effect.

XI. **NOTICES**

All notices required by or relating to this AGREEMENT shall be in writing and shall be sent to the addresses set forth below. A notice shall be deemed duly given 1) if deposited, postage prepaid in the United States mail and directed to the below-described address or as changed if notice is provided to the other party or 2) if it is delivered by email, the other party acknowledges receipt of the email.

CITY OF SYLVANIA PROSECUTOR'S OFFICE
LAW DIRECTOR
6700 MONROE STREET
SYLVANIA, OH 43560
ATTN: MS. LESLIE BRINNING
EMAIL: LBRINNING@CITYOFSYLVANIA.COM

CJCC / NORIS
640 JACKSON STREET, SUITE 1720
TOLEDO, OHIO 43604-2230
ATTN: HOLLY K. MATTHEWS
EMAIL: CJCC@NORIS.ORG

XII. **ENTIRE AGREEMENT**

This AGREEMENT and all appendices attached hereto and all associated work authorization documents accepted hereunder, constitute the entire AGREEMENT between the parties and shall supersede all proposals or prior AGREEMENT, oral or written, and all other communications between the parties relating to the subject matter of this AGREEMENT.

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XVI. **TERMINATION**

A. This AGREEMENT is effective until terminated by either party. Written notice of intent to terminate shall be provided ninety (90) days prior to the date of actual termination. The notice should specify the extent to which performance of work under this AGREEMENT is terminated, and the future date upon which such termination becomes effective. The CUSTOMER agrees to pay NORIS for all work performed up to the date of such termination, including any prepaid items or cancellation fees to third party suppliers. Any CUSTOMER owned equipment, located within the NORIS Data Center or elsewhere, will be returned to the CUSTOMER upon termination of this AGREEMENT.

B. This AGREEMENT may be amended from time-to-time in writing by the parties provided that such amendments shall be attached hereto and become a part thereof. Any changes in fees, services, conditions or guidelines shall be dealt with under this paragraph.

XVII. **CONTRACT MODIFICATIONS**

This AGREEMENT may be amended from time-to-time in writing by the parties provided that such amendments shall be attached hereto and become a part thereof. Any changes in fees, services, conditions or guidelines shall be dealt with under this paragraph.

A. Calendar Year 2027 Documented Changes:

i. 5% fee increase:
A 5% increase was applied to NORIS applications and interfaces.

ii. Vendor Pass-Through Costs:
Any vendor pass-through costs are identified by an asterisk ("*") next to the applicable line item on page 2. Such costs are established and determined by the applicable vendor and may increase independently of, and in excess of, any price increase implemented by NORIS.

iii. Threat Protection and Recovery Services:
This service now covers both cybersecurity protection and disaster recovery systems. This has been identified by a double asterisk ("**") next to the applicable line item on page 2.

CONTRACT AGREEMENT SIGNATURES

HOLLY K. MATTHEWS EXECUTIVE DIRECTOR, CJCC	Holly K. Matthews SIGNATURE	9/25/2026 DATE
SHANE MARIE MCCRACKEN DIRECTOR, NORIS	Shane Marie McCracken SIGNATURE	09/24/2026 DATE
CITY OF SYLVANIA PROSECUTOR'S OFFICE REPRESENTATIVE NAME (PRINTED)	SIGNATURE	DATE
REPRESENTATIVE TITLE		

CUSTOMER BILLING INFORMATION

CONTACT NAME (PRINTED)	EMAIL ADDRESS	PHONE
CONTACT NAME (PRINTED)	EMAIL ADDRESS	PHONE

CJCC/NORIS BILLING QUESTIONS, PLEASE CONTACT:
LIZ CAPPELLETTY, DIRECTOR OF ADMINISTRATIVE SERVICES
Phone: 567.200.6833
Email: LIZ.CAPPELLETTY@NORIS.ORG

EVERBRIDGE NOTIFICATION SYSTEM – CITY OF SYLVANIA PROSECUTOR'S OFFICE

CRISTEN MUSIC	CMMUSIC@SYLVANIACOURT.COM	
TERMINAL AGENCY COORDINATOR (TAC)	EMAIL ADDRESS	CELL PHONE#
LESLIE BRINNING	LBRINNING@CITYOFSYLVANIA.COM	
AGENCY CONTACT	EMAIL ADDRESS	CELL PHONE#
HEATHER PENTYCOFE	HPENTYCOFE@SYLVANIACOURT.COM	
AGENCY CONTACT	EMAIL ADDRESS	CELL PHONE#

City of trees
SYLVANIA

DIVISION OF POLICE
DANILYNN M. MILLER / CHIEF OF POLICE

To: The Mayor and City Council

From: Danilynn M. Miller, Chief of Police

Date: 10/06/2026

Re: Obsolete Equipment

Dear Council Members:

We have several Laser speed reading instruments that are no longer of use in our City operations. These items are:

Laser Tech Ultra Lyte LBR 20/20 SN UL000059

Purchased in 2005

Laser Tech Ultra Lyte LBR 20/20 SN UL000048

Purchased in 2005

Laser Tech Ultra Lyte LBR 20/20 SN UX0011524

Received via grant, ownership transferred to PD in 2016

We have replaced these units with newer models and these are no longer needed for the police department. We request to dispose of these items by posting them for sale on the GovDeals website. Should we not receive any bids to purchase the items, we will dispose of them through scrap value or destroy.

Please call if you have any questions. Thank you.

6635 MAPLEWOOD AVENUE | SYLVANIA, OHIO 43560 | 419 885 0469 | FAX 419 885 8916
WWW.SYLVANIAPOLICE.COM


PB Electronics Inc
248 W Peaceful Ct
Shepherdsville, KY 40165
502 543-7032
www.pbelectronics.com
ULTRA LYTE

ORDINANCE NO. 146-2026

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.

WHEREAS, pursuant to Ohio Revised Code Section 5705.41(D)(1), the City may not enter into any contract or give any order involving the expenditure of money unless there is attached thereto a certificate of the City's Finance Director that the amount required to meet the obligation has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances; and,

WHEREAS, Ohio Revised Code Section 5705.41(D)(1) further provides that in such circumstances when no certificate is furnished as required and the expenditure is for $3,000 or more, the City's Council, may authorize the drawing of a warrant in payment of amounts due upon such contract or order upon certification by the Finance Director that there was at the time of the execution of such certificate a sufficient sum appropriated for the purpose of such contract in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances; and,

WHEREAS, such certificate of the Finance Director is known as a "Then and Now Certificate" meaning that the funds were available when the contract was made and when the amount due under the contract was/is paid; and,

WHEREAS, the City is issuing Then and Now Certificates in connection with payments due and owing as shown on the "Exhibit A" attached; and,

WHEREAS, City Council deems it to be in the best interest of the health, safety, and

welfare of the City to approve the execution by the Finance Director of Then and Now Certificates and to authorize and ratify the payment of amounts due under the contracts or orders, requiring the expenditure of $3,000 or more.

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

SECTION 1. That the Council of the City of Sylvania, pursuant to Section 5705.41(D)(1) of the Ohio Revised Code, hereby approves and ratifies the execution of Then and Now Certificates by the Finance Director authorizes payments due and owing, in accordance with the schedule attached as "Exhibit A" and incorporated herein.

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 proposal for said professional services should be approved immediately so that the Then and Now Certificates are approved and ratified at the earliest possible time. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2026, as an emergency measure.

_____
President of Council

ATTEST:

_____
Clerk of Council

APPROVED AS TO FORM:

_____
Director of Law

APPROVED:

_____
Mayor

_____
Date

“Exhibit A”

CITY OF SYLVANIA	THEN AND NOW CERTIFICATIONS		1-Sep-26	Over $3K
DATE	VENDOR/DESCRIPTION		AMOUNT	
9/1/2026	Yark Ford	$	5,690.25	
9/10/2026	Noris Services	$	3,153.94	2 different invoices
9/10/2026	Noris Services	$	3,153.94	2 different invoices
9/10/2026	Fifth Third Commercial Card	$	3,453.54	Jason Music
9/10/2026	Vienna Junction	$	3,149.99	street sweeping disposal
9/10/2026	Griffin Pavement Striping	$	4,615.00	
9/10/2026	Kuhlman Corp	$	9,646.15	parking lot concrete
9/15/2026	Brahier Oil Inc	$	29,519.92	Jason Music/Joe Shaw
9/15/2026	Gerken Materials	$	3,425.38	aphalt for parks driveway
9/15/2026	Republic Services	$	9,862.88	Monroe St dumpster
9/15/2026	Fifth Third Commercial Card	$	3,261.54	parks/forestry
9/15/2026	Fifth Third Commercial Card	$	3,436.26	streets
9/15/2026	Fifth Third Commercial Card	$	3,706.92	water dept
9/15/2026	Fifth Third Commercial Card	$	3,654.76	police dept
9/15/2026	Kyle Keever-Easement for Erie/Monroe roundabout	$	80,130.00	Joe
9/15/2026	Fifth Third Commercial Card	$	9,334.31	IT
9/16/2026	Correctional Treatment Facility	$	15,576.38	muni court
9/24/2026	FET Construction Services	$	5,878.60	replace pedestrian signal heads and push buttons
		$	194,959.51	

ORDINANCE NO. 147-2026

AMENDING CHAPTER 171 – INCOME TAX OF THE SYLVANIA CODIFIED ORDINANCES, 1979, AS AMENDED, BY AMENDING SECTION 171.01 – AUTHORITY TO LEVY TAX; PURPOSES OF TAX; RATE; AND DECLARING AN EMERGENCY.

WHEREAS, at the August 17, 2026 meeting of Sylvania City Council, solid waste removal fees were referred to the Utilities and Environment Committee for review; and,

WHEREAS, the Utilities and Environment Committee met on September 8, 2026 to review the current refuse and recycling revenue and expenses; and,

WHEREAS, at the September 8, 2026 Sylvania City Council meeting, the Chair of the Utilities and Environment Committee reported that following review of the refuse and recycling revenue and expenses a second meeting should be set to further review the structure of the fee schedule; and,

WHEREAS, the Utilities and Environment Committee met on September 21, 2026 to further review the revenue and expenses associated with refuse and recycling collection and thereafter, at the September 21, 2026 meeting of Sylvania City Council, the Chair of the Utilities and Environment Committee reported that two different phased in approaches were discussed at the committee meeting and therefore another committee meeting should be scheduled to review those proposals when prepared; and,

WHEREAS, the Utilities and Environment Committee met on October 5, 2026 to review the proposed two- and four-year phased approaches and thereafter recommended that the cost of collection and disposal of refuse and recycling be passed on to the residents and included on utility bills; and,

WHEREAS, Section 171.01 – Authority to Levy Tax, Purposes of Tax; Rate should be amended to delete the reference to using tax revenue to defray the cost of refuse collection and disposal.

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

SECTION 1. That Section 171.01 – Authority to Levy Tax; Purpose of Tax; Rate 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, 2027.

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 amendments and additions 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 AS TO FORM:

_____
Director of Law

APPROVED:

_____
Mayor

_____
Date

171.01 AUTHORITY TO LEVY TAX; PURPOSES OF TAX; RATE.

Effective through December 31, 1992, there is hereby levied a tax on salaries, wages, commissions and other compensations, and on net profits as hereinafter provided: to provide funds [one percent (1%)] for the purpose of capital improvements in all City departments, defraying the cost of garbage and refuse collection and disposal, preparation of a City Master Plan, Zoning and Building Code, acquiring land for municipal purposes, construction of a municipal building, improving the municipal water and sewage systems, enlarging the Police Department, improving the protection of life and property and preparing and amending a Charter.

Effective January 1, 1993 through December 31, 2026, there is hereby levied a tax on salaries, wages, commissions and other compensation, and on net profits as hereinafter provided: to provide funds [one percent (1%)] for the purpose of capital improvements in all City departments, defraying the cost of garbage and refuse collection and disposal as set forth in Section 941.021, preparation of a City Master Plan, Zoning and Building Code, acquiring land for municipal purposes, construction of a municipal building, improving the municipal water and sewage systems, enlarging the Police Department, improving the protection of life and property and preparing and amending a Charter.

Effective January 1, 2027 and thereafter, there is hereby levied a tax on salaries, wages, commissions and other compensation, and on net profits as hereinafter provided: to provide funds [one percent (1%)] for the purpose of capital improvements in all City departments, preparation of a City Master Plan, preparation and amendments to the Sylvania Codified Ordinances, acquiring land for municipal purposes, construction of a municipal building, improving the municipal water and sewage systems, enlarging the Police Department, improving the protection of life and property and preparing and amending a Charter.

To provide funds [one-half percent (½%)] which shall be allocated equally to additional capital improvements and to the General fund for general operating expenses.

The tax on income and the withholding tax established by this Chapter 171 are authorized by Article XVIII, Section 3 of the Ohio Constitution. The tax on income and the withholding tax established by this Chapter 171 are deemed to be levied in accordance with, and to be consistent with, the provisions and limitations of Ohio Revised Code 718 (ORC 718). This Chapter is deemed to incorporate the provisions of ORC 718.

The tax is an annual tax levied on the income of every person residing in or earning or receiving income in the municipal corporation, and shall be measured by municipal taxable income. The Municipality shall tax income at a uniform rate. The tax is levied on Municipal Taxable Income, as defined herein.

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

ORDINANCE NO. 148-2026

AMENDING CHAPTER 941 – SOLID WASTE/RECYCLING COLLECTION OF THE SYLVANIA CODIFIED ORDINANCES, 1979, AS AMENDED, BY AMENDING SECTION 941.02 – CITY TO PROVIDE COLLECTION AND DISPOSAL FOR RESIDENTIAL BUILDINGS AT CITY EXPENSE; AND BY AMENDING SECTION 941.021 – FEES FOR COLLECTION AND DISPOSAL FOR RESIDENTIAL BUILDINGS; AND DECLARING AN EMERGENCY.

WHEREAS, at the August 17, 2026 meeting of Sylvania City Council, solid waste removal fees were referred to the Utilities and Environment Committee for review; and,

WHEREAS, the Utilities and Environment Committee met on September 8, 2026 to review the current refuse and recycling revenue and expenses; and,

WHEREAS, at the September 8, 2026 Sylvania City Council meeting, the Chair of the Utilities and Environment Committee reported that following review of the refuse and recycling revenue and expenses a second meeting should be set to further review the structure of the fee schedule; and,

WHEREAS, the Utilities and Environment Committee met on September 21, 2026 to further review the revenue and expenses associated with refuse and recycling collection and thereafter, at the September 21, 2026 meeting of Sylvania City Council, the Chair of the Utilities and Environment Committee reported that two different phased in approaches were discussed at the committee meeting and therefore another committee meeting should be scheduled to review those proposals when prepared; and,

WHEREAS, the Utilities and Environment Committee met on October 5, 2026 to review the proposed two- and four-year phased approaches and thereafter recommended that the cost of collection and disposal of refuse and recycling be passed on to the residents and included on utility bills.

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

SECTION 1. That Section 941.02 – City to Provide Collection and Disposal for Residential Buildings at City Expense 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, 2027.

SECTION 2. That Section 941.021 – Fees for Collection and Disposal for Residential Buildings 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" effective on and after January 1, 2027.

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 amendments and additions 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 AS TO FORM:

_____
Director of Law

APPROVED:

_____
Mayor

_____
Date

941.02 CITY TO PROVIDE COLLECTION AND DISPOSAL FOR RESIDENTIAL BUILDINGS.

The City shall provide for the removal and disposition of solid waste from each residence within the City. The Director of Public Service is hereby authorized to establish reasonable rules and regulations that are consistent with any ordinances of the City and as may be reasonably necessary to the public safety and health regarding the manner and method of collecting, handling, storing and disposing of solid waste within the City.

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

941.021 FEES FOR COLLECTION AND DISPOSAL FOR RESIDENTIAL BUILDINGS.

(a) The City shall provide and pay for the removal and disposal of solid waste from each residence within the City and there is hereby imposed on the owner (collectively including all owners or tenants) of each residence an annual fee for each calendar year, payable monthly, which monthly payment shall be included on such owner's monthly water and sewer bill, water bill or sewer bill as provided for in Chapters 923 and 925. The amount of the annual fee shall be reviewed by the Director of Public Service whenever the annual cost to the City of collection or disposal of solid waste changes and the amount of such annual fee shall be adjusted upwards or downwards by the Director of Public Service, by rule, so that the annual fee, when paid as so imposed, will equal the City's estimated annual cost of removal and disposal of solid waste. Any change in the annual fee shall be made prospectively and shall be made effective only on and after January 1 of any particular year. The City shall arrange for the distribution of special disposable containers whereby the resident, owner or householder may dispose of refuse in excess of the maximum container per week limit then in force, with the cost of such excess removal and disposition being borne by the resident, owner or householder.

(b) All solid waste fee payments received by the City shall be credited to the General Fund, and identified by a new particular account which the Director of Finance shall designate. (Ord. _____-2026. Passed _____-2026.)

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City of trees
SYLVANIA

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

MEMO

To: The Mayor and City Council

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

Date: 10/19/2026

Re: Obsolete Equipment

Dear Council Members:

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

Parks Department: 1999 Homemade Dual Axil Trailer Unit 11-68 Vin# HOME MADE 02

We request approval to dispose of the item in the City's recycle bin.

Please call if you have any questions. Thank you.

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

Board of Architectural Review

A

Minutes of the regular meeting of October 14, 2026
Ms. Fischer called the meeting to order

Secretary, Cristen Music took the roll call. Members present: Mayor Mark Frye, Kate Fischer and Zachary Liber (3) Jeff Schaaf excused; Carol Lindhuber excused Tim Burns; Zoning administrator.

Mr. Frye moved; Mr. Liber seconded to approve the Minutes of the September 16, 2026 Meeting as submitted Vote being: Frye, Fischer and Liber (3) aye; (0) nay.
Motion passed by a 3 to 0 vote.

Item 1 - app. no. 23-2026 requested by Chad Albert for Toledo Memorial Park and Mausoleum – 6382 Monroe St, Sylvania, Ohio 43560.

Mr. Albert was present and explained the location and construction of the sign.
The sign meets sign codes and no objection from the zoning office.

Mr. Liber moved, Mr. Frye seconded, to approve; the vote being: Frye, Fischer and Liber (3) aye; (0) nay.

Item 2 – app. no. 24-2026 requested by Rami Shaheen of Sign Dezign USA for Bad Luck Tattoo -5807 Monroe St. Sylvania, Ohio 43560

Mr. Jamal Shaheen was present. This is a replacement sign and meets the sign code from the zoning office

Mr. Frye moved, Mr. Liber seconded, to approve; the vote being: Frye, Fischer and Liber (3) aye; (0) nay.

Item 3 – app. no. 25-2026 requested by Sarah Thulier for The Dimension Group for 7-Eleven Store – 5800 Monroe St. Sylvania, Ohio 43560

Ms. Sarah Thulier and Matt Dewood present, Sarah explained that this will be a 4,815 square foot convenience 7-Eleven Store. The materials will be structural insulated panels (SIPs) along with corrugated metal and fiber cement panel on the building. This will include an auto fuel canopy with 6 Multiple Product Dispenser stacked. The Canopy design will have the same matching color with the building design. Matt Dewood explained he has spoken with the neighbor to build a fence. 7-Eleven will have to approve the drawings and will come back to the committee to approve.

Mr. Liber made a motion to approve app 25-2026 subject to the fencing being erected to the neighbor to the south and upon the building materials fitting Sylvania standard codes.

Ms. Liber moved, Mr. Frye seconded, to approve; the vote being: Frye, Fischer and Liber (3) aye; (0) nay.

Item 4 – app. no. 26-2026 requested by Ryan Wishaw of Toledo Sign Co. for Fifth Third Bank 5833 Monroe St. Sylvania, Ohio 43560

Mr. Burns explained that this will only be for the sign facing the front of the building.

Mr. Frye moved, Mr. Liber seconded, to approve; the vote being Frye, Fischer and Liber (3) aye; (0) nay.

Additions- app. no. 21-2026 & 22-2026 7 Brew Coffee – 5800 Monroe Street – Brian Evans, Matt Brooks, and Shawn Crawford

Mr. Burns explained that 7 Brew Coffee has requested a modification to the approval granted for its application no. 21-2026 and 22-2026 asking that the approved time be moved one hour earlier

Mr. Frye made motion to modified app. no 21-2026 & 22- 2026 to allow for the sign to be lit at 5:00am due to hours of operations and with all of the other provisions regarding dimmability and other factors to be controlled by the Sylvania City.

Mr. Frye moved; Mr. Liber seconded, to approve the modification of app. no 21-2026 and 22-2026; the vote being Frye, Fischer and Liber (3) aye; (0) nay.

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

Submitted by,
Cristen Music
Cristen Music Secretary
Municipal Planning Commission

B

City of trees
SYLVANIA

DEPARTMENT OF PUBLIC SERVICE
TIMOTHY S. BURNS, ZONING ADMINISTRATOR

October 14, 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 October 14, 2026.

Ms. Fischer called the meeting to order

Secretary, Cristen Music took the roll call. Members present: Mayor Mark Frye, Kate Fischer, Zachary Liber (3) Tim Burns Zoning Administrator, Jeff Schaaf excused Carol Lindhuber excused

Mr. Liber moved; Mr. Frye seconded to approve the Minutes of the September 16, 2026, Meeting as submitted: Vote being: Frye, Fischer and Liber (3) aye; (0) nay. Motion passed by a 3 to 0 vote.

No Application on the agenda

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

Meeting Adjourned

Submitted by,

Cristen Music

Cristen Music Secretary
Municipal Planning Commission

6730 MONROE STREET | SYLVANIA, OH 43560 | 419.885.8948 | TBURNS@CITYOFSYLVANIA.COM
CITYOFSYLVANIA.COM