



**CITY OF PERRYSBURG  
CITY COUNCIL  
AGENDA**

April 21, 2026

1. Call to Order - 6:30 PM
2. Roll Call
3. Pledge of Allegiance
4. Minutes of Council Meeting of April 7, 2026
5. Special Reports
6. Letters, Communications, and Citizens Communications
7. Administrative Reports

- a. Mayor Mark's Community Corner

Police Division's 2025 Employees of the Year: Officer Troy Mugler and  
Records Clerk Matt Jasinski

- b. City Administrator

- c. Finance Director

- d. Law Director

8. President of Council Report

9. Committee Reports

- a. **Finance & Economic Development**

**Ordinance# 23-2026**

AN ORDINANCE AMENDING ORDINANCE 115-2025 TO AMEND  
APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER  
EXPENDITURES FOR THE YEAR ENDING DECEMBER 31, 2026; AND  
DECLARING AN EMERGENCY

***Recommendation to Suspend the Rules,  
Waive the Three Readings, and  
Pass as an Emergency Measure***

**Ordinance# 24-2026**

AN ORDINANCE AMENDING COMMUNITY REINVESTMENT AREA (CRA)  
ZONE #4 WITHIN THE CITY OF PERRYSBURG, OHIO; AND DECLARING  
AN EMERGENCY

***Recommendation to Suspend the Rules,  
Waive the Three Readings, and  
Pass as an Emergency Measure***

**Ordinance# 25-2026**

ADDING CODIFIED ORDINANCE § 252.08 "AUTHORITY TO ACCEPT

DONATIONS" TO THE CITY OF PERRYSBURG CODIFIED ORDINANCES

*1st Reading, no vote required*

**Resolution# 26-2026**

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A TREX FORM FOR PINKY BLINDERS, LLC D/B/A HOOPER'S TAVERN; AND DECLARING AN EMERGENCY

*Recommendation to Suspend the Rules,  
Waive the Three Readings, and  
Pass as an Emergency Measure*

**Resolution# 27-2026**

A RESOLUTION AUTHORIZING A PURCHASE AGREEMENT WITH STATEWIDE FORD IN AN AMOUNT NOT TO EXCEED EIGHTY-ONE THOUSAND TWO HUNDRED ONE DOLLARS AND SIXTY-EIGHT CENTS (\$81,201.68) FOR THE PURCHASE OF A 2026 FORD TRANSIT-350 CARGO VAN FOR THE MUNICIPAL COURT; AND DECLARING AN EMERGENCY

*Recommendation to Suspend the Rules,  
Waive the Three Readings, and  
Pass as an Emergency Measure*

**Resolution# 28-2026**

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT THE DONATION OF TWO THOUSAND SEVEN HUNDRED TWENTY-FOUR DOLLARS AND THIRTY-TREE CENTS (\$2,724.33) FROM RICHARD HARDY; AND DECLARING AN EMERGENCY

*Recommendation to Suspend the Rules,  
Waive the Three Readings, and  
Pass as an Emergency Measure*

**Resolution# 29-2026**

A RESOLUTION AUTHORIZING AN AGREEMENT WITH TOTAL COMMUNICATIONS, INC. IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED FORTY-SEVEN THOUSAND SIXTY-FOUR DOLLARS AND ZERO CENTS (\$547,064.00) TO UPDATE SOFTWARE AND HARDWARE FOR VARIOUS CITY DEPARTMENTS; AND DECLARING AN EMERGENCY

*Recommendation to Suspend the Rules,  
Waive the Three Readings, and  
Pass as an Emergency Measure*

**Resolution# 30-2026**

A RESOLUTION TO APPROVE THEN AND NOW CERTIFICATES IN THE AMOUNT OF FOURTEEN THOUSAND FIVE HUNDRED FIFTY-SIX DOLLARS AND SEVENTEEN CENTS (\$14,556.17), AS ATTACHED IN EXHIBIT A, FOR THE CITY OF PERRYSBURG; AND DECLARING AN EMERGENCY

*Recommendation to Suspend the Rules,  
Waive the Three Readings, and*

***Pass as an Emergency Measure***

b. Safety

**Ordinance# 18-2026**

AN ORDINANCE ADDING CODIFIED ORDINANCE §452.19 “SNOW EMERGENCY PARKING BAN” TO THE CITY OF PERRYSBURG CODIFIED ORDINANCES

***2nd Reading, no vote required***

c. Recreation

d. Planning & Zoning

**Ordinance# 16-2026**

AN ORDINANCE AMENDING CODIFIED ORDINANCE §1215.02(110.01) “MEDICAL MARIJUANA”

***2nd Reading, no vote required***

**Ordinance# 17-2026**

AN ORDINANCE AMENDING CODIFIED ORDINANCE §1225.08 “LAND USE AND BASE ZONING DISTRICT TABLE”

***2nd Reading, no vote required***

e. Personnel

f. Public Utilities

**Ordinance# 20-2026**

AN ORDINANCE TO AMEND THE CITY OF PERRYSBURG CODIFIED ORDINANCES CHAPTER 1058 “STORMWATER MANAGEMENT”

***2nd Reading, no vote required***

**Resolution# 25-2026**

A RESOLUTION ESTABLISHING THE BASE RATE FOR THE STORMWATER UTILITY SERVICE CHARGE AS AUTHORIZED BY THE CITY OF PERRYSBURG CODIFIED ORDINANCES

***2nd Reading, no vote required***

g. Service

**Resolution# 31-2026**

A RESOLUTION AUTHORIZING THE AWARD OF THE BID AND AGREEMENT WITH GRIFFIN PAVEMENT STRIPING, LLC IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FORTY-TWO THOUSAND SEVEN HUNDRED SEVENTY DOLLARS AND ZERO CENTS (\$142,770.00), FOR THE 2026 PAVEMENT MARKING PROJECT; AND DECLARING AN EMERGENCY

***Recommendation to Suspend the Rules,  
Waive the Three Readings, and  
Pass as an Emergency Measure***

**Resolution# 32-2026**

A RESOLUTION AWARDDING A BID AND AGREEMENT TO CRESTLINE PAVING & EXCAVATING CO INC. IN AN AMOUNT NOT TO EXCEED ONE MILLION EIGHT HUNDRED ELEVEN THOUSAND THIRTY-ONE DOLLARS AND NINETY-SEVEN CENTS (\$1,811,031.97), FOR RESURFACING ON VARIOUS CITY STREETS; AND DECLARING AN EMERGENCY

***Recommendation to Suspend the Rules,  
Waive the Three Readings, and  
Pass as an Emergency Measure***

**Resolution# 33-2026**

A RESOLUTION AWARDDING A BID AND AGREEMENT WITH M&M FOAMWORKS, LLC NOT TO EXCEED TWO HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$200,000.00) FOR THE 2026 SIDEWALK PROGRAM; AND DECLARING AN EMERGENCY

***Recommendation to Suspend the Rules,  
Waive the Three Readings, and  
Pass as an Emergency Measure***

**Resolution# 34-2026**

A RESOLUTION AUTHORIZING AN AGREEMENT WITH GERKEN PAVING, INC. IN AN AMOUNT OF ONE MILLION ONE HUNDRED NINETY-ONE THOUSAND FIFTY-TWO DOLLARS AND FORTY-FIVE CENTS (\$1,191,052.45) FOR CONSTRUCTION OF WEST BOUNDARY MULTI-USE PATH (ODOT PID 117684); AND DECLARING AN EMERGENCY

***Recommendation to Suspend the Rules,  
Waive the Three Readings, and  
Pass as an Emergency Measure***

**Resolution# 35-2026**

A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION AS TO LOCAL PROJECT AUTHORITY FOR THE PROJECT AT THE INTERSECTION OF US-20/23 & EAST SOUTH BOUNDARY STREET (PID 117678) AND DECLARING AN EMERGENCY

***Recommendation to Suspend the Rules,  
Waive the Three Readings, and  
Pass as an Emergency Measure***

10. Other Business

11. Adjournment

**TO:** Mayor Weber  
President Rettig  
Members of City Council

**FROM:** Timothy W. Effler, Law Director

**RE:** Ordinance 23-2026

**DATE:** April 21, 2026



### **Subject Matter/Background**

Throughout the year, budget amendments may be necessary to move appropriations from one account to another or to request additional funding. While monitoring the budget through the beginning of April 2026 it was found that certain modifications need to be made.

These modifications can be found in Exhibit A.

### **Financial Review**

The accounts associated with the modifications can be found in Exhibit A.

### **Legal Review**

This legislation has been reviewed and is appropriately before you.

### **Recommendation**

If City Council is in agreement, a motion to suspend the rules, waive the three readings and pass this as an Emergency is appropriate. The Finance Department is requesting an emergency to ensure such appropriations, powers, and duties within the annual budget shall be in effect immediately.

## ORDINANCE 23-2026

### AN ORDINANCE AMENDING ORDINANCE 115-2025 TO AMEND APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES FOR THE YEAR ENDING DECEMBER 31, 2026; AND DECLARING AN EMERGENCY

WHEREAS, to provide for current expenses and other expenditures for the fiscal year ending December 31, 2026, the City of Perrysburg, Ohio, approved the 2026 city budget pursuant to Ordinance 115-2025 and subsequently amended by Ordinance 1-2026 and Ordinance 5-2026; and,

WHEREAS, it has been determined by the Mayor and Director of Finance that certain amendments should be made to the revenues, expenditures, and appropriations described in the approved 2026 budget for the City of Perrysburg, Wood County, Ohio; and,

WHEREAS, in order to reflect appropriate adjustments to the budget and otherwise provide for necessary appropriations, it is reasonable and appropriate to amend Ordinance 115-2025.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PERRYSBURG, WOOD COUNTY, OHIO:

SECTION 1. To provide for current expenses and other expenditures for the City of Perrysburg, Ohio, during the fiscal year ending December 31, 2026, sums are set aside and appropriated as stated in Exhibit A attached hereto.

SECTION 2. To the extent the sums set aside and appropriated as stated in Exhibit A change those stated in Ordinance 115-2025, that Ordinance is amended.

SECTION 3. The Director of Finance is authorized to draw their warrant upon the City Treasury in the amount appropriated and for the purposes stated in this Ordinance upon receiving the proper certificates and vouchers therefore, approved by the officer authorized by law to approve the same or authorized by an ordinance or resolution of Council to make the expenditure.

SECTION 4. The Mayor and Director of Finance are authorized to enter into contracts in accordance with the laws of the State of Ohio and the Charter, ordinances, and resolutions of the City of Perrysburg, Ohio.

SECTION 5. It is found and determined that all formal actions of Council concerning or relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Perrysburg and the State of Ohio.

SECTION 6. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Perrysburg, Wood County, Ohio, in order to ensure that such appropriations, powers, and duties within the annual budget shall be in effect immediately, and shall be in full force and effect from and immediately after its passage and approval by the Mayor.

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

\_\_\_\_\_  
Mayor

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Timothy W. Effler  
LAW DIRECTOR

### Budget Amendments - April 2026

Department	Account	Description	Amount
Recreation	1110-41650-50201	Employees Full Time Wages (FTW)	\$ (29,890.68)
Recreation	1110-41650-51010	OPERS	\$ (4,184.70)
Recreation	1110-41650-51030	Medicare	\$ (433.41)
Recreation	1110-41650-53222	Operational Services	\$ 34,508.79
Planning & Zoning	1110-51234-56600	Tuition Reimbursement	\$ 5,000.00
Fire	1110-21233-56600	Tuition Reimbursement	\$ 3,000.00
Council	1110-11001-52400	Travel and Meals	\$ 750.00

General Fund (1110) Total: \$ 8,750.00

Muni Court Special Projects	2241-11720-51010	OPERS	\$ 80.67
Environmental Services	2200-31360-53222	Operational Services	\$ 15,000.00
Municipal Court	4403-11020-55600	Motor Vehicles (Court Transport Van - additional over \$75k budgeted)	\$ 6,201.68
City Wide	4403-11755-55299	Equipment and Furniture >\$10k (Hypervisor/SAN IT Over Initial Budget)	\$ 63,103.00
Water	5401-61814-55299	Equipment and Furniture >\$10k (Hypervisor/SAN IT Over Initial Budget)	\$ 31,552.00
Sewer Collections	5402-61826-55299	Equipment and Furniture >\$10k (Hypervisor/SAN IT Over Initial Budget)	\$ 31,552.00
WWTP	5402-61815-55299	Equipment and Furniture >\$10k (Hypervisor/SAN IT Over Initial Budget)	\$ 87,400.00

Other Funds Total: \$ 234,889.35

Total Budget Adjustment: \$ 243,639.35

**TO:** Mayor Weber  
President Rettig  
Members of City Council

**FROM:** Timothy W. Effler, Law Director

**RE:** Ordinance 24-2026

**DATE:** April 21, 2026



### **Subject Matter/Background**

The City of Perrysburg, pursuant to Ohio Revised Code Sections 3735.65 through 3735.70, previously established Community Reinvestment Area (CRA) Zone #4 via Ordinance 90-2012 to encourage economic stability and the revitalization of specific areas through real property tax exemptions.

It has been determined that an expansion of the boundaries of CRA Zone #4 is necessary to stimulate further commercial and industrial investment in underutilized areas adjacent to the existing zone.

This Ordinance establishes the area delineated by the following boundary as indicated in Exhibit A.

### **Financial Review**

There is no immediate financial impact to the City.

### **Legal Review**

This legislation has been reviewed and is appropriately before you.

### **Recommendation**

If City Council is in agreement, a motion to waive the three readings and pass the legislation as an emergency for the immediate preservation of the public peace, health and safety of the citizens of the City of Perrysburg.

## ORDINANCE 24-2026

### AN ORDINANCE AMENDING COMMUNITY REINVESTMENT AREA (CRA) ZONE #4 WITHIN THE CITY OF PERRYSBURG, OHIO; AND DECLARING AN EMERGENCY

WHEREAS, the City of Perrysburg, pursuant to Ohio Revised Code Sections 3735.65 through 3735.70, previously established Community Reinvestment Area (CRA) Zone #4 via Ordinance 90-2012 to encourage economic stability and the revitalization of specific areas through real property tax exemptions; and,

WHEREAS, the City Council has determined that an amendment to eligible uses and expansion of the boundaries of CRA Zone #4 is necessary to stimulate further commercial and industrial investment in underutilized areas adjacent to the existing zone; and,

WHEREAS, the map of the amended boundaries has been prepared and reviewed to ensure compliance with state and local regulations.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PERRYSBURG, WOOD COUNTY, OHIO:

SECTION 1. That the amended boundary area designated as CRA #4 constitutes an area in which real property blight is located, and in which new construction or repair of existing properties is encouraged.

SECTION 2. Pursuant to Revised Code Section 3735.66, CRA #4 is hereby established in the area delineated by the following boundary as indicated on the attached map (Exhibit A).

SECTION 3. Only commercial and industrial properties consistent with the applicable zoning regulations within the designated CRA #4 will be eligible for exemption under this program.

SECTION 4. Within the CRA the percentage of the tax exemption on the increase in the assessed valuation resulting from to commercial and industrial real property and the term of those exemptions shall be negotiated on a case-by-case basis in advance of construction or remodeling occurring according to the rules outlined in Revised Code Section 3735.67. The results of the negotiations as approved by the City Council will be set in writing in a CRA Agreement as outlined in Revised Code Section 3735.671.

(a) Up to twelve (12) years, and up to one hundred percent (100%) for the remodeling of existing commercial and industrial structures and upon which the cost of remodeling is at least \$5,000, as described in ORC Section 3735.67, the term and

percentage of which shall be negotiated on a case-by-case basis in advance of remodeling occurring.

(b) Up to fifteen (15) years, and up to one hundred percent (100%) for the construction of new commercial and industrial structures, the term and percentage of which shall be negotiated on a case-by-case basis in advance of construction occurring.

(c) Residential properties, including multi-family and single-family are not eligible.

If remodeling qualified for an exemption, during the period of the exemption, the dollar amount of the increase in market value of the structure shall be exempt from real property taxation. If new construction qualifies for an exemption, during the period of the exemption, the structure shall not be considered to be an improvement on the land on which it is located for the purpose of real property taxation.

SECTION 5. To administer and implement the provisions of this Ordinance, the Planning and Zoning Administrator is designated as the Housing Officer as described in Revised Code Sections 3735.65 through 3735.70.

SECTION 6. That a "Community Reinvestment Area Housing Council" shall be created, consisting of two (2) members appointed by the Mayor, two (2) members appointed by the City Council, and one (1) member appointed by the Planning Commission. The majority of the members shall then appoint two (2) additional members who shall be residents within the area. Terms of the members of the Council shall be for three (3) years. An unexpired term resulting from a vacancy in the Housing Council shall be filled in the same manner as the initial appointment was made.

A Tax Incentive Review Council (TIRC) shall be established pursuant to Revised Code Section 5709.85 and shall consist of three (3) representatives appointed by the Board of County Commissioners, two (2) representatives of the municipal corporation, appointed by the Mayor with Council concurrence, the County Auditor or designee, and a representative of each effected Board of Education. At least two (2) members must be residents of the City of Perrysburg. The TIRC shall review annually the compliance of all agreements involving the granting of exemptions for commercial or industrial real property improvements under Revised Code Section 3735.671 and make written recommendations to the City Council has to continuing, modifying or terminating said agreement based upon the performance of the agreement. (The existing TIRC will be used for CRA #4).

SECTION 7. The City Council reserves the right to re-evaluate the designation of CRA #4, at which time Council may direct the Housing Officer not to accept any new applications for exemptions as described in Revised Code Section 3735.67.

SECTION 8. The CRA Housing Council shall make an annual inspection of the properties within the district for which an exemption has been granted under Revised Code Section 3735.67. The Housing Council shall also hear appeals under Revised Code Section 3735.70.

SECTION 9: The Clerk of Council is hereby directed to forward a certified copy of this Ordinance and all required documentation to the Director of the Ohio Department of Development as required by law.

SECTION 10. It is found and determined that all formal actions of Council concerning or relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Perrysburg and the State of Ohio.

SECTION 11. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Perrysburg, Wood County, Ohio and shall be in full force and effect from and immediately after its passage and approval by the Mayor.

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

\_\_\_\_\_  
Mayor

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_

APPROVED: \_\_\_\_\_






Timothy W. Effler  
LAW DIRECTOR

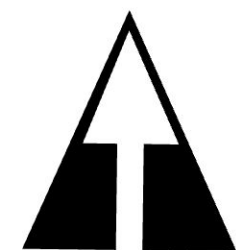
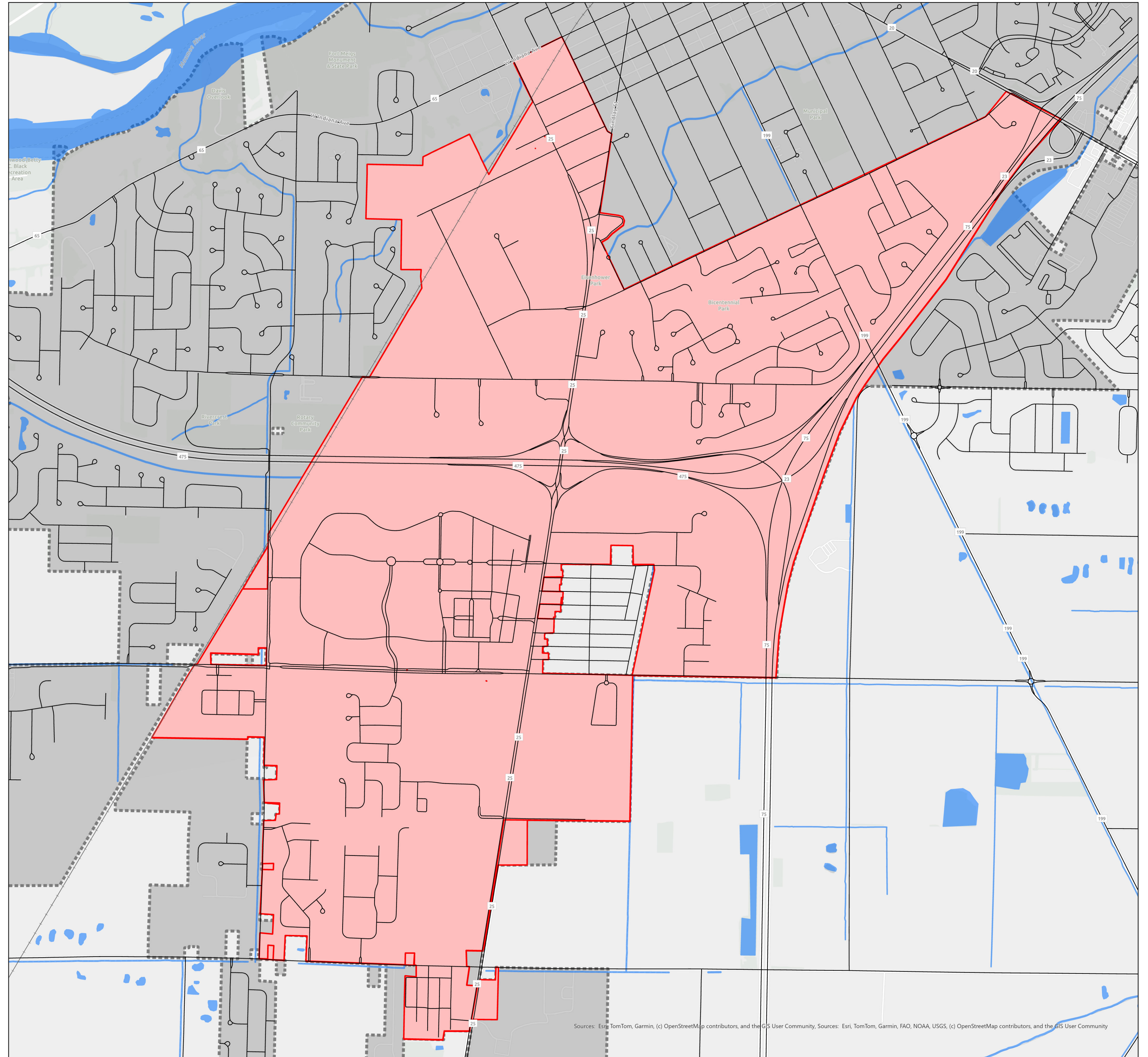


# City of Perrysburg

## Community Reinvestment Area Zone #4

### Legend

-  Streets
-  Railroads
-  CRA Zone 4
-  Open Water / Hydrography
-  Municipal Boundary



0 0.15 0.3 0.6 Miles

Source: Perrysburg, Wood County Auditor, ESRI, Reveille






Sources: Esri, TomTom, Garmin, (c) OpenStreetMap contributors, and the GIS User Community, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community

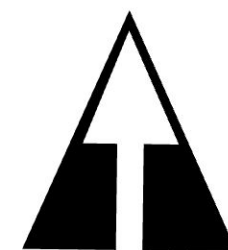


# City of Perrysburg

## Community Reinvestment Area Zone #4

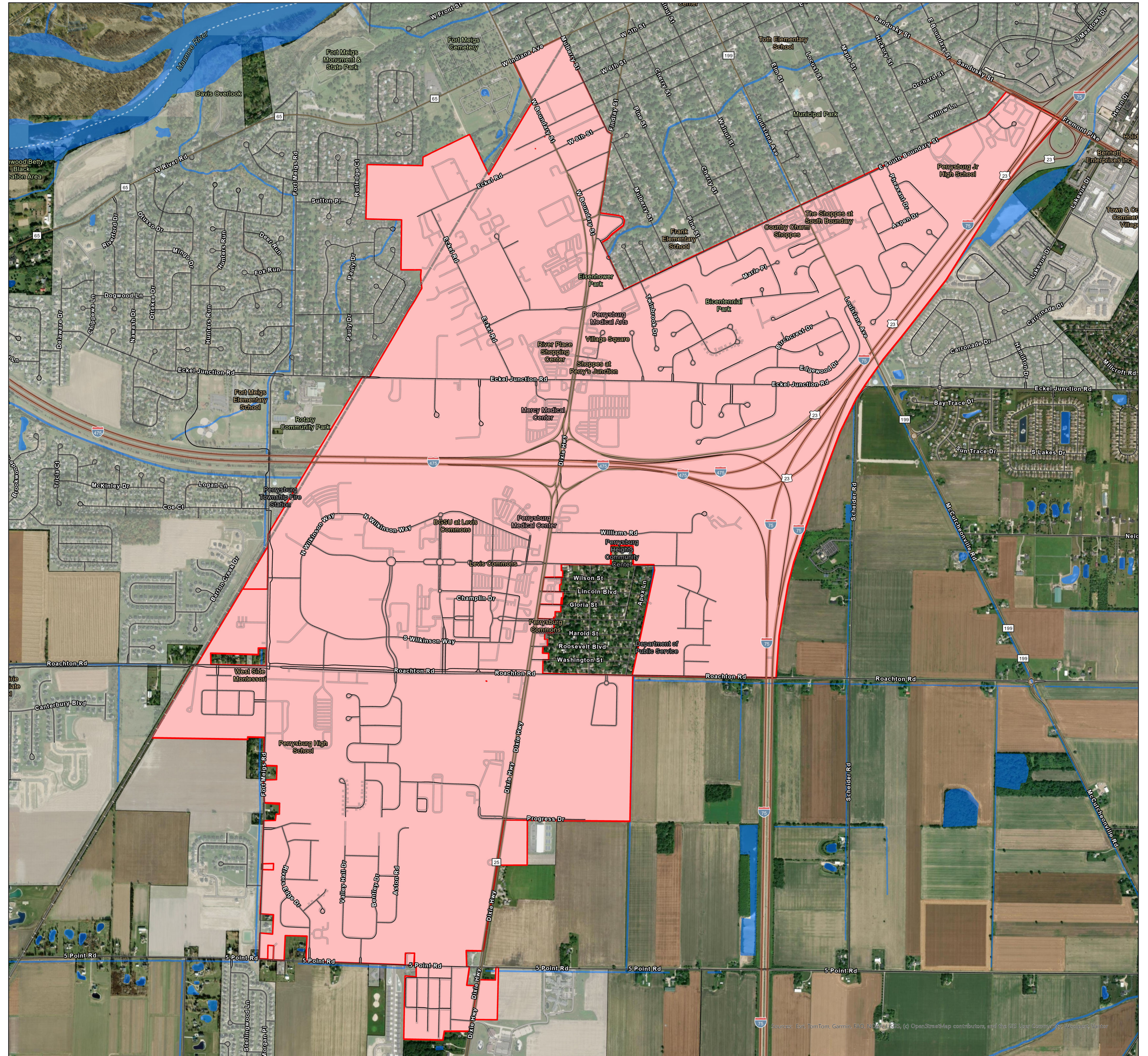
### Legend

-  Streets
-  Railroads
-  CRA Zone 4
-  Open Water / Hydrography
-  Municipal Boundary



0 0.15 0.3 0.6 Miles

Source: Perrysburg, Wood County Auditor, ESRI, Reveille



Source: Esri, DeLorme, Garmin, FVG, IGN, NOAA, NPS, OpenStreetMap contributors, and the GIS User Community

**TO:** Mayor Weber  
President Rettig  
Members of City Council

**FROM:** Timothy W. Effler, Law Director

**RE:** Ordinance 25-2026

**DATE:** April 21, 2026



### **Subject Matter/Background**

The City of Perrysburg occasionally receives gifts from individuals, corporations, and foundations for municipal purposes and programs, including the enhancement of current services and facilities. In an effort to provide an expedited process for acceptance of certain donations, Council desires to add § 252.08 “Authority to Accept Donations” to the Perrysburg Codified Ordinances.

### **Legal Review**

This legislation has been reviewed and is appropriately before you.

### **Recommendation**

First Reading – 4/21/2026  
Second Reading – 5/5/2026  
Third Reading and Vote – 5/19/2026

## ORDINANCE 25-2026

### ADDING CODIFIED ORDINANCE § 252.08 “AUTHORITY TO ACCEPT DONATIONS” TO THE CITY OF PERRYSBURG CODIFIED ORDINANCES

WHEREAS, the City of Perrysburg occasionally receives gifts from individuals, corporations, and foundations for municipal purposes and programs, including the enhancement of current services and facilities; and,

WHEREAS, in an effort to provide an expedited process for acceptance of certain donations, Council desires to add § 252.08 “Authority to Accept Donations” to the Perrysburg Codified Ordinances; and,

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PERRYSBURG, WOOD COUNTY, OHIO:

SECTION 1. Codified Ordinance § 252.08 shall read:

#### **252.08 AUTHORITY TO ACCEPT DONATIONS.**

- (a) The Mayor, or their designee, is authorized to accept donations of money and/or personal property on behalf of the City, so long as:
  - 1. The donation is an unconditional gift or a gift for specific programs and/or purposes; and
  - 2. The donation does not require that the City provide any matching funds or property; and
  - 3. The fair market value of the donation does not exceed Five Thousand Dollars and Zero Cents (\$5,000.00).
- (b) Prior to acceptance of any donation, the department or division head shall provide a report to the Finance Director, or their designee, and the City Administrator, or their designee, stating the purpose for which the donation is being made by the donor, and, if the donation is money, the fund into which the donation shall be deposited.
- (c) For purposes of this section, an “unconditional” gift is one in which there is no obligation imposed by the donor upon the City as a condition of acceptance. A gift shall not be considered “conditional” if the donor simply restricts the use of the gift to a particular department or division of the City, or, if the gift is money, the fund into which the money shall be deposited. Any donation that does not designate a specific fund shall be allocated to the City’s General Fund for unrestricted use.
- (d) For any gift for specific programs and/or purposes, the Mayor, or their designee, shall not accept a gift to the City that is deemed too restrictive in

purpose or difficult to administer, that violates City policy, the Codified Ordinances, and/or state and federal law, or that does not fulfill a proper municipal purpose.

- (e) All other donations shall be subject to the approval of Council by ordinance, resolution, or motion.
- (f) All donations shall be consistent with a proper municipal purpose, City policy, the Codified Ordinances, and state and federal law.

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

SECTION 3. This Ordinance shall be in full force and effect at the earliest time permitted by law.

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

\_\_\_\_\_  
Mayor

PASSED \_\_\_\_\_

ATTEST: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Timothy W. Effler  
LAW DIRECTOR

**TO:** Mayor Weber  
President Rettig  
Members of City Council

**FROM:** Timothy W. Effler, Law Director

**RE:** Resolution 26-2026

**DATE:** April 21, 2026



### **Subject Matter/Background**

Transfers of liquor permits to the City through the Economic Development Transfer (TRES ) process must obtain approval from the City on the execution of the applicants TRES Application, wherein the City agrees that the transfer will be an economic development project.

Pinky Blinders, LLC D/B/A Hooper's Tavern notified Council of its attempt to apply to the Ohio Department of Commerce, Liquor Control, to transfer a liquor permit via TRES.

The passage of this Resolution establishes that this Council finds that the transfer of the liquor permit through the TRES process to Pinky Blinders, LLC D/B/A Hooper's Tavern will be an economic development project and authorizes the Mayor to execute as such.

### **Financial Review**

There is no funding needed for this resolution.

### **Legal Review**

This legislation has been reviewed and is appropriately before you.

### **Recommendation**

If City Council is in agreement, a motion to waive the three readings and pass the legislation as an emergency to allow for the application to be submitted in a timely manner.

## **RESOLUTION 26-2026**

### **A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A TREX FORM FOR PINKY BLINDERS, LLC D/B/A HOOPER'S TAVERN; AND DECLARING AN EMERGENCY**

WHEREAS, Pinky Blinders, LLC D/B/A Hooper's Tavern notified Council of its attempt to apply to the Ohio Department of Commerce, Liquor Control, to transfer a liquor permit via the Economic Development Transfer (TREX ); and,

WHEREAS, an applicant for the transfer of liquor permit to the City through the TREX process must obtain approval from the City on the execution of the applicants TREX Application, wherein the City agrees that the transfer will be an economic development project; and

WHEREAS, the City may still object to the transfer of the liquor permit to the applicant pursuant to the liquor permit objection process; and,

WHEREAS, this Council finds that the transfer of the liquor permit through the TREX process to Pinky Blinders, LLC D/B/A Hooper's Tavern will be an economic development project.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PERRYSBURG, WOOD COUNTY, OHIO:**

**SECTION 1.** This Council authorizes the Mayor to execute the TREX Application for Pinky Blinders, LLC D/B/A Hooper's Tavern, wherein the City agrees that the transfer will be an economic development project. The City reserves the right to object to any issuance of a liquor permit to Pinky Blinders, LLC D/B/A Hooper's Tavern, as allowed by law.

**SECTION 2.** It is found and determined that all formal actions of Council concerning or relating to the passage of this Resolution were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Perrysburg and the State of Ohio.

**SECTION 3.** This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of the citizens of the City of Perrysburg, Wood County, Ohio, in order to allow for the

application to be submitted in a timely manner, and shall be in full force and effect from and immediately after its passage and approval by the Mayor.

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

\_\_\_\_\_  
Mayor

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Timothy W. Effler  
LAW DIRECTOR

**TO:** Mayor Weber  
President Rettig  
Members of City Council

**FROM:** Timothy W. Effler

**RE:** Resolution 27-2026

**DATE:** April 21, 2026



### **Subject Matter/Background**

A Resolution authorizing the Mayor and Director of Finance to enter into a Purchase Agreement with Statewide Ford for the purchase of a 2026 Ford Transit-350 Cargo Van and the necessary upfitting for a total price not to exceed Eight-One Thousand Two Hundred One Dollars and Sixty-Eight Cents (\$81,201.68).

This new vehicle will be used by the Municipal Court for prisoner transportation.

The total price for the vehicle and upfitting is Eight-One Thousand Two Hundred One Dollars and Sixty-Eight Cents (\$81,201.68), which is below the current state term pricing (vehicle) and Sourcewell pricing (upfitting). In accordance with Ohio Revised Code Sections 9.48(D) and 125.04(C), the City is able to purchase this vehicle and upfitting from Statewide Ford.

### **Financial Review**

Account: 4403-11020-55600

### **Legal Review**

This legislation has been reviewed and is appropriately before you.

### **Recommendation**

If City Council is in agreement, a motion to suspend the three readings, waive the rules, and authorize this Resolution as an Emergency is recommended.

## RESOLUTION 27-2026

### A RESOLUTION AUTHORIZING A PURCHASE AGREEMENT WITH STATEWIDE FORD IN AN AMOUNT NOT TO EXCEED EIGHTY-ONE THOUSAND TWO HUNDRED ONE DOLLARS AND SIXTY-EIGHT CENTS (\$81,201.68) FOR THE PURCHASE OF A 2026 FORD TRANSIT-350 CARGO VAN FOR THE MUNICIPAL COURT; AND DECLARING AN EMERGENCY

WHEREAS, the Municipal Court is in need of a new vehicle for prisoner transportation; and,

WHEREAS, the City is a member of Sourcewell, a national cooperative group for purchasing contracts; and,

WHEREAS, Sourcewell offers a cooperative purchasing relationship consistent with Ohio law, including O.R.C. §9.48, and;

WHEREAS, under the Sourcewell Contract #081325-NAF the quote for a 2026 Ford Transit-350 Cargo Van is Fifty-Four Thousand Four Hundred Eighty-Five Dollars and Nineteen Cents (\$54,485.19). The price through Statewide Ford is Forty-Nine Thousand Six Hundred Thirty-Four Dollars and Sixty-Eight Cents (\$49,634.68); and,

WHEREAS, in accordance with Ohio Revised Code §9.48(D), the City is able to purchase this vehicle from Statewide Ford upon equivalent terms, conditions, and specifications but at a lower price than it can through Sourcewell Contract #081325-NAF; and,

WHEREAS, Statewide Ford is providing the City with equivalent terms, conditions, and specifications set forth in Sourcewell Contract #081325-NAF; and

WHEREAS, the price for upfitting the vehicle under the current state bid contract is Thirty-Four Thousand Six Hundred Ninety-Three Dollars and Forty Cents (\$34,693.40). The price through Statewide Ford is Thirty-One Thousand Five Hundred Sixty-Seven Dollars and Zero Cents (\$31,567.00); and,

WHEREAS, in accordance with Ohio Revised Code 125.04(C), the City is able to upfit the vehicle through Statewide Ford upon equivalent terms, conditions, and specifications but at a lower price than it can through State Term Contract MMA7671; and,

WHEREAS, Statewide Ford is providing the City with equivalent terms, conditions, and specifications set forth in State Term Contract MMA7671; and

WHEREAS, the total price for a 2026 Ford Transit-350 Cargo Van and the necessary upfitting is Eight-One Thousand Two Hundred One Dollars and Sixty-Eight Cents (\$81,201.68), which is a lower price than the City would be able to purchase the vehicle and upfitting through Sourcwell Contract #081325-NAF (vehicle) and State Term Contract MMA7671 (upfitting); and

WHEREAS, the Finance Committee reviewed this request at its meeting on April 14, 2026 and voted unanimously to recommend the legislation to City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PERRYSBURG, WOOD COUNTY, OHIO:

SECTION 1. The Council hereby authorizes the Mayor and Director of Finance to enter into a Purchase Agreement with Statewide Ford for the purchase of a 2026 Ford Transit-350 Cargo Van and the necessary upfitting for a total price not to exceed Eight-One Thousand Two Hundred One Dollars and Sixty-Eight Cents (\$81,201.68), as outlined in the quote attached hereto and incorporated herein as Exhibit A.

SECTION 2. It is found and determined that all formal actions of Council concerning or relating to the passage of this Resolution were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Perrysburg and the State of Ohio.

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Perrysburg, Wood County, Ohio, to ensure pricing and vehicle availability, and shall be in full force and effective immediately after its passage and approval by the Mayor.

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

\_\_\_\_\_  
Mayor

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Timothy W. Effler  
LAW DIRECTOR

<b>Sales Representative Name</b>		Steve Rick		<b>Reference Number</b>		260204SR		<b>Number Of Vehicles</b>		1			
Statewide Ford 1108 W. Main Street Van Wert, Ohio 45891			<b>Revision Level</b>		Revision 4		<b>Quote Or Package Number:</b>						
			<b>Date</b>		4/14/2026		<b>Utility Quote Or Package Number</b>						
			<b>Vehicle</b>		2026		Transit NA		<b>Durango Quote Or Package Number</b>				
			<b>Status</b>		Quote Valid 30 Days		<b>F-150 Quote Or Package Number</b>						
<b>Customer Billing Information</b>							<b>Tahoe Quote Or Package Number</b>						
<b>Purchaser Name</b>		Perrysburg Police Department						<b>Title Information Or Customer Shipping Information</b>					
<b>Contact Name</b>		Chief Chris Sargent						<b>Lienholder</b>					
<b>Contact Email</b>		<a href="mailto:CSargent@PerrysburgOH.gov">CSargent@PerrysburgOH.gov</a>						<b>Company Name</b>					
<b>Contact Number</b>		419-872-8001						<b>Attention To</b>					
<b>Mailing Address</b>		330 Walnut Street						<b>Street Address</b>					
<b>City, State &amp; Zip</b>		Perrysburg, Ohio 43551						<b>City, State &amp; Zip</b>					
<b>Lightbar Color:</b>		Half Red And Half Blue		<b>Exterior Lighting:</b>		Half Red And Half Blue		<b>Special Instructions</b>					
Custom Discription:								<b>Purchase Order Number</b>					
<b>Warranty Statement:</b>		<b>Installation And Wiring Are Covered Under A Lifetime Warranty And Emergency Products Are Covered During The Period Of The Manufacturers Warranty.</b>											
		<b>Parts And Labor Warranty Are Subject To An Inspection</b>											
<b>QTY</b>	<b>Manufacturer</b>	<b>Part Number</b>	<b>Part Description</b>				<b>Unit Price</b>	<b>Extended Price</b>	<b>PO</b>	<b>Notes:</b>			
1	Statewide Ford	W9C-Black	2026 Ford Transit-350 Cargo Van - Black, Mid-Roof, RWD, 148" WB				\$49,634.68	\$ 49,634.68					
								\$ -					
1	Havis	PT-F06-120-3	3-Compartment Prisoner Transport Insert for Mid-Roof 148" WB				\$19,953.00	\$ 19,953.00					
								\$ -					
1	Havis	PT-A-503	Vent Adapter Kit				\$ 611.19	\$ 611.19					
1	Havis	PT-A-504	Hose Adapter Kit				\$ 231.99	\$ 231.99					
1	Havis	PT-A-904	Sound Deadening Insulation				\$1,223.08	\$ 1,223.08					
1	Havis	C-2410	24" High Console				\$ 357.00	\$ 357.00					
1	Havis	C-B68	Console Bracket Kit				\$ 147.00	\$ 147.00					
1	Havis	CUP2-1001	Adjustable Cup Holder				\$ 48.00	\$ 48.00					
1	Soundoff Signal	EMPS2STS2R	4" mPower Stud Mount Red for Front Windshield				\$ 112.00	\$ 112.00					
1	Soundoff Signal	EMPS2STS2B	4" mPower Stud Mount Blue for Front Windshield				\$ 112.00	\$ 112.00					
2	Soundoff Signal	PMP2WSSSB	mPower Shrouds for Front Windshield				\$ 13.74	\$ 27.48					
1	Soundoff Signal	EMPSA05BN-R	4x2 mPower Quick Mount Red for License Plate Area				\$ 159.00	\$ 159.00					
1	Soundoff Signal	EMPSA05BN-B	4x2 mPower Quick Mount Blue for License Plate Area				\$ 159.00	\$ 159.00					
1	AutoTrim	DECALS-43760	Vehicle Graphics Installed				\$ 425.00	\$ 425.00					
								\$ -					





Customer	<b>Perrysburg Police Department</b>	Reference Number	<b>260204SR</b>	Revision Level	<b>Revision 4</b>	Sales Representative Name	<b>Steve Rick</b>
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**Labor And Materials Section:**

**Equipment To Be Supplied Loose By Customer. (Customer Is Responsible To Supply Cables And Bracketry)**

	<u>Radio #1</u>		<u>Radio #2</u>		<u>Radio #3</u>	
	2 Piece Radio		No		No	
Comments	Motorola					
	<u>Scanner</u>		<u>Repeater</u>		<u>Preemption</u>	
	No		No		No	
Comments						
	<u>Camera System</u>		<u>Single Antenna Radar</u>		<u>Dual Antenna Radar</u>	
	In Car Camera System		No		No	
Comments	Axon					
	<u>Computer System</u>		<u>Computer Power Supply</u>		<u>Modem With Antenna</u>	
	No		No		Yes	
Comments						
	<u>Printer</u>		<u>Flashlight</u>		<u>Miscellaneous</u>	
	No		No		No	
Comments						

**Notes Section:**


<input type="checkbox"/> <b>Special Quote</b>		SubTotal	\$73,200.42
	<b>QTY</b> 1 <b>Installation Per Unit</b> \$8,000.00	Installation	\$8,000.00
<input type="checkbox"/>	Check if Actual Shipping is to be Charged	Shipping	
<input type="checkbox"/>	Split Bill Between SFL/Greave/ECT With SEP	Tax Rate	\$-
<input type="checkbox"/>	Equipment To Be Shipped Loose	Total	\$81,200.42

**Color Of Vehicle:** \_\_\_\_\_ **Customer Signature:** \_\_\_\_\_

**TO:** Mayor Weber  
President Rettig  
Members of City Council

**FROM:** Timothy W. Effler, Law Director

**RE:** Resolution 28-2026

**DATE:** April 21, 2026



**Subject Matter/Background**

This Resolution is to accept the donation of Two Thousand Seven Hundred Twenty-Four Dollars and Thirty-Three Cents (\$2,724.33) from Richard Hardy to be used to purchase one (1) bench and one (1) plaque to be placed at Orleans Park.

The Finance Committee considered the legislation at their April 14, 2026 meeting and voted to advance the legislation to City Council as an emergency measure.

**Financial Review**

There is no funding needed for this resolution.

**Legal Review**

This resolution has been reviewed and is appropriately before you.

**Recommendation**

If City Council is in agreement, a motion to suspend the three readings, waive the rules, and authorize this Resolution as an Emergency is recommended.

## **RESOLUTION 28-2026**

### **A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT THE DONATION OF TWO THOUSAND SEVEN HUNDRED TWENTY-FOUR DOLLARS AND THIRTY-THREE CENTS (\$2,724.33) FROM RICHARD HARDY; AND DECLARING AN EMERGENCY**

WHEREAS, the City of Perrysburg received a donation of Two Thousand Seven Hundred Twenty-Four Dollars and Thirty-Three Cents (\$2,724.33) from Richard Hardy to be used to purchase one (1) bench and one (1) plaque to be placed at Orleans Park; and,

WHEREAS; the City desires to accept the donation of Two Thousand Seven Hundred Twenty-Four Dollars and Thirty-Three Cents (\$2,724.33) from Richard Hardy to be used to purchase one (1) bench and one (1) plaque to be placed at Orleans Park; and,

WHEREAS, the Finance Committee considered this request at their April 14, 2026 meeting and unanimously recommended this legislation be forwarded to City Council.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PERRYSBURG, WOOD COUNTY, OHIO:**

SECTION 1. The Mayor is hereby authorized to accept the donation of Two Thousand Seven Hundred Twenty-Four Dollars and Thirty-Three Cents (\$2,724.33) from Richard Hardy to be used to purchase one (1) bench and one (1) plaque to be placed at Orleans Park.

SECTION 2. It is found and determined that all formal actions of Council concerning or relating to the passage of this Resolution were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Perrysburg and the State of Ohio.

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Perrysburg, Wood County, Ohio; and so that the donation can be accepted; this Resolution shall be in full force and effect from and immediately after its passage and approval by the Mayor.

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

\_\_\_\_\_  
Mayor

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Timothy W. Effler  
LAW DIRECTOR

**TO:** Mayor Weber  
President Rettig  
Members of City Council

**FROM:** Timothy W. Effler, Law Director

**RE:** Resolution 29-2026

**DATE:** April 21, 2026



### **Subject Matter/Background**

The City of Perrysburg has found it necessary to update current software and hardware in order to maintain various computer systems.

The City received one (1) qualifying bid and the bid received from Total Communications, Inc. provided the lowest and best bid for the proposed work with a total price not to exceed Five Hundred Forty-Seven Thousand Sixty-Four Dollars and Zero Cents (\$547,064.00).

This Resolution authorizes the Mayor and Director of Finance to enter into an Agreement with Total Communications to update current software and hardware in an amount not to exceed Five Hundred Forty-Seven Thousand Sixty-Four Dollars and Zero Cents (\$547,064.00).

### **Financial Review**

Account: 4403-11755-55299

### **Legal Review**

This legislation has been reviewed and is appropriately before you.

### **Recommendation**

If City Council is in agreement, a motion to suspend the rules, waive the three readings and pass this legislation as an emergency is appropriate, in order to ensure the timely purchase and implementation of the software and hardware.

## RESOLUTION 29-2026

### A RESOLUTION AUTHORIZING AN AGREEMENT WITH TOTAL COMMUNICATIONS, INC. IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED FORTY-SEVEN THOUSAND SIXTY-FOUR DOLLARS AND ZERO CENTS (\$547,064.00) TO UPDATE SOFTWARE AND HARDWARE FOR VARIOUS CITY DEPARTMENTS; AND DECLARING AN EMERGENCY

WHEREAS, it is necessary for the City of Perrysburg to update current software and hardware in order to maintain various computer systems; and,

WHEREAS, the software and hardware currently used by various City Departments needs to be updated; and,

WHEREAS, the City issued a bid package which contained all relevant specifications and requirements for the project, which acknowledged that the City was authorized to waive minor irregularities in bidding which did not affect the fairness of the process, and pursuant to which the City would accept the lowest and best bid for the required work; and,

WHEREAS, the City received one (1) qualifying bid and the bid received from Total Communications, Inc. provided the lowest and best bid for the proposed work, and they have the equipment, expertise, personnel, and knowledge to perform the required work; and,

WHEREAS, the total cost for the project is Five Hundred Forty-Seven Thousand Sixty-Four Dollars and Zero Cents (\$547,064.00); and,

WHEREAS, the Finance Committee, at its meeting held April 14, 2026, unanimously approved advancement of this bid award to City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PERRYSBURG, WOOD COUNTY, OHIO:

SECTION 1. The Council hereby authorizes the Mayor and Director of Finance to enter into an Agreement with Total Communications, Inc. to update software and hardware, in an amount not to exceed Five Hundred Forty-Seven Thousand Sixty-Four Dollars and Zero Cents (\$547,064.00), as represented in Exhibit A attached hereto.

SECTION 2. It is found and determined that all formal actions of Council concerning or relating to the passage of this Resolution were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public

in compliance with all legal requirements of the City of Perrysburg and the State of Ohio.

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Perrysburg, Wood County, Ohio, and shall be in full force and effect from and immediately after its passage and approval by the Mayor.

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

\_\_\_\_\_  
Mayor

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Timothy W. Effler  
LAW DIRECTOR

## General Info

### Total:

\$547,064.00

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Number	Description
IT Hardware and Software Update	The City of Perrysburg virtual environment is comprised of the following equipment across two sites managed by a single vCenter:
<b>Deadline</b> 04/09/2026 02:00 PM EDT	Site 1 Location & Equipment: Department of Public Utilities 1 W Boundary Street Perrysburg, Ohio 43551
<b>Vendor</b> Total Communications	2 ESXi Hypervisors 1 NAS
<b>Submitted</b> 04/09/2026 10:28 AM EDT	Site 2 Location & Equipment: Police Division 330 Walnut Street Perrysburg, Ohio 43551
<b>Signed by</b> Joe Bittner <b>Account Holder</b> Joseph Bittner	2 ESXi Hypervisors 1 NAS
<b>Opened</b> 04/09/2026 02:00 PM EDT <b>By</b> bthomas@ci.perrysburg.oh.us	Due to resource and lifespan limitations, this project consists of:  Replacing (4) existing hypervisors with (4) new Cisco ESXi Hypervisors, Two hypervisors per site. Include perpetual Microsoft licensing and CALs for each Replacing (2) NAS storage devices with (2) new EverPure (formerly Pure Storage) SAN arrays One per site  Professional services to be performed in person at both sites for: Installation, configuration, and integration of all hardware and licensing listed in the attached fixed Bill of Materials (BOM) and software including vSphere, vCenter, etc.  Engineering Cost Estimate:           \$ 460,000.00
	<b>Allows zero unit prices and labor</b> Yes
	<b>Allows negative unit prices and labor</b> Yes

## Attachment List

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LegalNotice IT Hardware.pdf (109 KB)  
Legal Advertisement

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Revised Specifications.pdf (75.9 KB)  
Specifications

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BOM.pdf (143 KB)  
Bill of Materials

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# Proposal

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## BID

**Proposal of: \***

Total Communications, Inc.

**(hereinafter called "Bidder"), organized and existing under the laws of the State of \***

Connecticut

**doing business as \***

"a corporation"

**submitted to The City of Perrysburg (hereinafter called "Owner").**

**In compliance with the Advertisement for Bids, the Bidder hereby proposes to perform all Work for the construction of: \***

IT Hardware and Software Update

**in strict accordance with the Contract Documents, within the time set forth therein, and accept as compensation therefore the sum of (in words): \***

Five-Hundred Forty-Seven Thousand & Sixty-Four Dollars

**\$ (in currency): \***

\$547,064.00

;however, the final amount will be controlled by the following unit prices and no payments shall exceed the total unit prices for said work. The Bidder agrees to accept the following unit prices for any addition or deductions caused by any change or alterations in the plans or specifications of the work.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to his own organization, that: 1) this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor; 2) they do not have an unresolved finding for recovery issued by the Auditor of State, in accordance with Section 9.24 of the Ohio Revised Code; and 3) they do not have an active exclusion shown in the Federal System of Award Management (SAM).

The Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to complete the project on/before the date specified. The Bidder further agrees to pay as liquidated damages, the sum of \$400 for each consecutive calendar day thereafter as provided in the General Conditions.

**The Bidder acknowledges receipt of the following Addendum (Type N/A if not applicable):**

**Addenda #: \***

N/A

**Addenda Date: \***

N/A

The Bidder acknowledges that 1) they have not received nor relied upon any representations or warranties of any nature whatsoever from the Owner, its officers, employees, or agents; 2) they are responsible for verifying the current prevailing wage rates and requirements according to Chapter 4114 of the Ohio Revised Code; 3) upon contract award, they will be required to sign an affidavit indicating whether or not they have delinquent personal property taxes on the General Tax List of Personal Property of Wood County, Ohio, in accordance with Section 5719.042 of the Ohio Revised Code.

In submitting this Bid, it is understood it may be withdrawn prior to the scheduled closing time for the receipt of bids, but that the Bidder may not withdraw its Bid after the actual opening thereof.

On acceptance of this Bid, the Bidder does hereby bind itself to enter into a written contract with the Owner within ten (10) days of the Notice of Award and give a Surety Bond amounting to 100% of the Contract.

**Signature: \***

Joe Bittner

**Address: \***

333 Burnham St.

**Title: \***

Major Account Manager

**City, State, Zip: \***

East Hartford, CT, 06108

**Legal Name of Bidder: \***

Total Communications, Inc.

**Phone Number: \***

(860) 622-4137

**Fax Number: \***

(860) 528-1904

**E-mail Address \***

joebittner@totalcomm.com

## Hardware - Server

\$230,207.04

Item Code	Description	Quantity	Units	Unit Price	Extension
Alternates are not included in bid total.					
Cisco - UCS-M8-MLB	UCS M8 RACK MLB	1.00	Each	\$0.00	\$0.00
Cisco - DC-MGT-SAAS	Cisco Intersight SaaS	1.00	Each	\$0.00	\$0.00
Cisco - DC-MGT-IS-SAAS-ES	Infrastructure Services SaaS/ CVA - Essentials	4.00	Each	\$1,356.92	\$5,427.68
Cisco - SVS-DCM-SUPT-BAS	Cisco Support Standard for DCM	1.00	Each	\$0.00	\$0.00
Cisco - DC-MGT-UCSC-1S	UCS Central Per Server - 1 Server License	4.00	Each	\$0.00	\$0.00
Cisco - DC-MGT-ADOPT-BAS	Intersight - Virtual adopt session <a href="http://cs.co/requestCSS">http://cs.co/requestCSS</a>	1.00	Each	\$0.00	\$0.00
Cisco - UCSC-C240-M8SX	UCS C240 M8 Rack w/o CPU, mem, drives, 2U w SFF backplane	4.00	Each	\$2,821.63	\$11,286.52
Cisco - CON-SNT-UCSCCX4S	SNTC-8X5XNBD UCS C240 M8 Rack wo CPU, mem, drives, 2U	4.00	Each	\$4,568.09	\$18,272.36
Cisco - ISM-MANAGED	Deployment mode for C Series Servers in Standalone mode	4.00	Each	\$0.00	\$0.00
Cisco - CBL-NVME-240M8-P2	C240M8SFF NVMe cable for drive 21-24 (P2)	4.00	Each	\$0.00	\$0.00
Cisco - UCS-MRX64G2RE5	64GB DDR5-6400 RDIMM 2Rx4 (16Gb)	16.00	Each	\$11,039.14	\$176,626.24
					<b>Total: \$230,207.04</b>

Item Code	Description	Quantity	Units	Unit Price	Extension
Cisco - UCSC-RIS1A-240M8	UCS C240 M8 Riser 1A PCIe Gen5 (x8, x16, x8)	4.00	Each	\$381.25	\$1,525.00
Cisco - UCSC-P-IQ10GC-D	Cisco-Intel X710T4LG 4x10 GbE RJ45 PCIe NIC	4.00	Each	\$577.46	\$2,309.84
Cisco - UCSC-PSU1-1200W-D	1200w AC Titanium Power Supply for C-series Rack Servers	8.00	Each	\$231.60	\$1,852.80
Cisco - CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	8.00	Each	\$0.00	\$0.00
Cisco - UCS-CPU-I6515P	Intel I6515P 2.3GHz/150W 16C/72MB DDR5 6400MT/s	4.00	Each	\$1,609.83	\$6,439.32
Cisco - UCSC-PCIEBD16GF-D	Emulex LPe31002 dual port 16G FC HBA	4.00	Each	\$1,497.17	\$5,988.68
Cisco - UCS-TPM-002D-D	TPM 2.0 TCG FIPS140-2 CC+ Cert M7 Intel MSW2022 Compliant	4.00	Each	\$23.28	\$93.12
Cisco - UCSC-RAIL-D	Ball Bearing Rail Kit for C220 & C240 M7/M8 rack servers	4.00	Each	\$96.37	\$385.48
Cisco - CIMC-LATEST-D	IMC SW (Recommended) latest release for C-Series Servers.	4.00	Each	\$0.00	\$0.00
Cisco - UCSC-HSHP-C240M8	Heatsink for C240M8 w/o GPU	4.00	Each	\$0.00	\$0.00
Cisco - UCS-DDR5-BLK	UCS DDR5 DIMM Blanks	112.00	Each	\$0.00	\$0.00
					<b>Total: \$230,207.04</b>

Item Code	Description	Quantity	Units	Unit Price	Extension
Cisco - UCSC-FBRS2-C240-D	C240 M7/M8 2U Riser2 Filler Blank	4.00	Each	\$0.00	\$0.00
Cisco - UCSC-FBRS3-C245	C245 M8 2U Riser3 Filler Blank, Non-Perforated	4.00	Each	\$0.00	\$0.00
Cisco - UCSC-BBLKD-M7	UCS C-Series M7 SFF drive blanking panel	96.00	Each	\$0.00	\$0.00
					<b>Total: \$230,207.04</b>

# Hardware - SAN

\$146,232.10

Item Code	Description	Quantity	Units	Unit Price	Extension
Alternates are not included in bid total.					
Pure Storage - FA- C50R4-FC-186TB -10x18.6TB	Pure Storage FlashArray C50R4- FC-186TB- 10x18.6TB	1.00	Each	\$106,395.29	\$106,395.29
Pure Storage - FA- X20R4-FC-11TB- 10x2.2TB	Pure Storage FlashArrayX20R4 -FC, total system capacity licensed down to 11TB	1.00	Each	\$39,836.81	\$39,836.81
					<b>Total: \$146,232.10</b>

# Subscription - SAN

\$109,782.36

Item Code	Description	Quantity	Units	Unit Price	Extension
Alternates are not included in bid total.					
Pure Storage - FA-C50R4-186TB, 1MO,PRM,FVR	FA-C50R4-186TB 1 Month Evergreen Forever Subscription, 4 Hour Delivery, 24/7 Support	36.00	Each	\$2,390.06	\$86,042.16
Pure Storage - FA-X20R4-11TB, 1MO,ADV,FND	FA-X20R4- 11TB 1 Month Evergreen Foundation Subscription, NBD Delivery, 24/7 Support	36.00	Each	\$659.45	\$23,740.20
Pure Storage - CAP-LIC-INSTALL	Programming Notation: Array is entitled for 11TB, Capacity licensed down array; requires pure setup command.	1.00	Each	\$0.00	\$0.00
					<b>Total: \$109,782.36</b>

# Licensing

\$38,642.50

Item Code	Description	Quantity	Units	Unit Price	Extension
Alternates are not included in bid total.					
Microsoft - 500-DG7GMGF0 PWHD-0001	Microsoft Windows Server 2025 Datacenter - 16 Core - Perpetual - Per Each Microsoft Corporation CSP - DG7GMGF0PWH D- 0001	4.00	Each	\$6,770.00	\$27,080.00
Microsoft - DG7GMGF0PWH T:0002	Windows Server 2025 - 1 User CAL (NCE COM BAS PER 1TM)	250.00	Each	\$46.25	\$11,562.50
					<b>Total: \$38,642.50</b>

# Professional Services

\$22,200.00

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Item Code	Description	Quantity	Units	Unit Price	Extension
Alternates are not included in bid total.					
Per Specification	Professional Services	1.00	Lump Sum	\$22,200.00	\$22,200.00
					<b>Total: \$22,200.00</b>

# BID GUARANTEE AND PERFORMANCE BOND

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**KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned \***

Total Communications, Inc.

**as Principal and \***

Old Republic Insurance Company

**as Surety, are hereby held and firmly bound unto the City of Perrysburg as Obligee in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on \***

4/9/26

**to undertake the project known as: \***

IT Hardware and Software Update

**The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of (in words):**

10% of total amount of bid not to exceed

**\$ (in currency):**

\$66,000.00

*(If the above line is left blank, the penal sum shall be the full amount of Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the Principal's bid including alternates, in dollars and cents. A percentage is not acceptable)*

**Bond Percentage**

10.00%

**Guarantee Method \***

Certified Check or Paper Bid  
Bond

## **Certified Check or Paper Bid Bond**

### **Confirmation \***

I have provided a paper bid bond and uploaded the Consent of Surety to the Required Documents List at the bottom of the solicitation forms. I further agree to submit the original Bid Bond to The City of Perrysburg Engineering Department within three (3) business days, if found to be the Apparent Low Bidder.

For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successor, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above-referred project;

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event that the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal pays to the Obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, that this obligation shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal, and the Principal within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, then said contract is made part of this bond the same as through set forth herein.

NOW ALSO, if the said Principal shall well and faithfully do and perform each and every condition of such contract; and shall pay all lawful claims of subcontractors, materialmen and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said Surety on this bond.

**Principal: \***

Total Communications, Inc.

**By: \***

Scott Lennon

**Title: \***

President/CEO

**Surety: \***

Old Republic Insurance Company

**By (Attorney-in-Fact): \***

Brad Quiri

**Address: \***

PO Box 789, Greensburg, PA, 15601

**Agent: \***

Alan Pavlic

**Address: \***

PO Box 789, Greensburg, PA, 15601

## EXPERIENCE STATEMENT

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Bidder shall provide information regarding similar work performed including, but not limited to, project name, description, location, and contact information, and any other details that will enable the City to assess the Contractor's capabilities, experience, skills, and financial standing with regard to this proposal. This statement shall also include information showing that the Bidder:

- maintains a permanent place of business.
- has adequate facilities and equipment available for the work under the proposed contract.
- has suitable financial means to meet obligations incidental to the proposed contract.
- has appropriate technical experience and possesses sufficient skills and experience.
- has the ability or resources available to make all repairs and adjustments that may be required on the equipment to be used under the proposed contract.

Bidders must demonstrate a minimum of five (5) years of continuous experience in the professional installation and deployment of the specific product lines included in the Bill of Material similar in scope and complexity to this project.

To verify the 5 year history requirement, Bidders must provide three (3) case studies or references from projects completed within the last five years that involved the installation of the specific product lines included in the Bill of Materials.

### Response to the above: \*

1. City of Bowling Green, OH
  - a. Project – Virtual Environment Datacenter Upgrade
    - i. Cisco Hypervisors & EverPure Storage Area Networks
    - ii. Location: Bowling Green, OH
  - b. Keith Kirby – Director of IT – 419.354.6215 - [KKirby@bgohio.org](mailto:KKirby@bgohio.org)
2. Ottawa County, OH
  - a. Project – Virtual Environment Datacenter Upgrade
    - i. Cisco Hypervisors & EverPure Storage Area Networks
    - ii. Location: Ottawa County, OH
  - b. John Pratt – Director of IT – 419.734.6710 - [jpratt@co.ottawa.oh.us](mailto:jpratt@co.ottawa.oh.us)
3. Town of New Milford, CT
  - a. Project – Virtual Environment Datacenter Upgrade
    - i. Cisco Hypervisors & EverPure Storage Area Networks
    - ii. Location : New Milford, CT
  - b. David Watson – Director of IT – 860.355.6082 - [dwatson@newmilfordct.gov](mailto:dwatson@newmilfordct.gov)

- maintains a permanent place of business. - Yes, HQ/Warehouse/NOC in East Hartford, CT.
  - has adequate facilities and equipment available for the work under the proposed contract. Yes, see above
  - has suitable financial means to meet obligations incidental to the proposed contract. Yes, founded in 1980
  - has appropriate technical experience and possesses sufficient skills and experience. Yes, decades of relevant experience.
- Please note in the attached documents the Cisco Gold Partner program has been discontinued and rebranded as the Cisco 360 partner program as of January 2026. Cisco has yet to release formal documentation on letterhead for partners to provide since it's such a new program, however, we can certainly show our competency levels along with technical engineer certification numbers upon request as that is not public information. Additionally, please refer to our Statement of Work within the attached quote provided.
- has the ability or resources available to make all repairs and adjustments that may be required on the equipment to be used under the proposed contract. Yes

**If Bidder is Corporation, list Officers, type N/A if not applicable:**

**Name: \***

Scott Lennon

**Title: \***

President/CEO

**If Bidder is Corporation, list Officers, type N/A if not applicable: 1**

**Name: \***

Shawn Silver

**Title: \***

COO

**If Bidder is Corporation, list Officers, type N/A if not applicable: 2**

**Name: \***

Ryan Santoro

**Title: \***

Director, Sales

**If Bidder is Corporation, list Officers, type N/A if not applicable: 3**

**Name: \***

Rhonda Tassie

**Title: \***

Director, Operations

**If Bidder is Corporation, list Officers, type N/A if not applicable: 4**

**Name: \***

Larry Weidner

**Title: \***

CFO

**If Bidder is Partnership, list Members, type N/A if not applicable:**

**Name: \***

N/A

**Title: \***

N/a

## LIST OF SUBCONTRACTORS

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**Bidder shall provide the names, addresses, and type of work (Item No. or Description, if applicable) which the Bidder proposes to subcontract under this Contract.**

**Name: \***

N/A

**Address: \***

N/A

**Type of Work: \***

N/A

By signing below, the bidder certifies that, they will require the proposed subcontractors listed above and any subcontractors to those subcontractors to meet the requirements of the City of Perrysburg code 252.052. Failure to ensure a proposed subcontractor listed above or any subcontractor to those subcontractors will result in debarment from City contracts for a period of three (3) years.

**Signed By: \***

Ryan Santoro

**Title \***

Director, Sales

**Company \***

Total Communications, Inc.

**Date \***

4/9/26

# NONCOLLUSION AFFIDAVIT

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**STATE OF: \***

Ohio

**COUNTY OF: \***

Wood

**Bid Identification \***

IT Hardware and Software Update

**Bidder's Name \***

Total Communications, Inc./Joe Bittner

**, being first dually sworn, deposes and says that he is:**

\*

other

**Enter response if "other" was selected**

Major Account Manager

**of (company name): \***

Total Communications

the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and further that said bidder has not, directly or indirectly submitted his bid price on any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

**Signed: \***

Joe Bittner

**Title: \***

Major Account Manager

## Required Document List

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Name	Omission Terms	Submitted File
Consent of Surety If providing a certified check or paper bid bond in lieu of Electronic Bid Bond	Electronically verifying Bid Bond	scanBondPerry_04082026.pdf
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	Q.JB001668.v1.51.pdf
Cisco Partnership Level Proof of Cisco Gold Integrator (or Gold Partner) Status		Cisco360 Partner Program.pdf
Technical Competency & Authorization Evidence of ability to provide Cisco-certified engineers (CCIE or CCNP level)		Cisco360 Partner Program.pdf
<b>4 Required Documents</b>		

**TO:** Mayor Weber  
President Rettig  
Members of City Council

**FROM:** Timothy W. Effler, Law Director

**RE:** Resolution 30-2026

**DATE:** April 21, 2026



### **Subject Matter/Background**

The Finance Department is submitting a list of items requiring a Then & Now Certificate. Such certificate certifies that both at the time of the making of the contract or order and at the date of the execution of this certification, the amount requested was appropriated for such contract or order and is in the treasury or in the process of collection and free from any previous encumbrances. Any time a purchase is made before a purchase order is issued, a then and now situation is created.

Certificates for purchases greater than or equal to \$3,000, that were not already approved on a purchase order, are required to be approved by Council per ORC 5705.41.

Items included in this Then and Now Request include various supplies and services spanning multiple City departments.

The total for all items totals **\$14,556.17**

### **Financial Review**

The accounts are listed in the Exhibit.

### **Legal Review**

This legislation has been reviewed and is appropriately before you.

### **Recommendation**

If City Council is in agreement, a motion to suspend the rules, waive the three readings and pass this legislation as an emergency is appropriate. An Emergency is requested to ensure proper compliance the State of Ohio Auditors rules for Then and Now.

## RESOLUTION 30-2026

A RESOLUTION TO APPROVE THEN AND NOW CERTIFICATES  
IN THE AMOUNT OF FOURTEEN THOUSAND FIVE HUNDRED  
FIFTY-SIX DOLLARS AND SEVENTEEN CENTS (\$14,556.17), AS  
ATTACHED IN EXHIBIT A, FOR THE CITY OF  
PERRYSBURG; AND DECLARING AN EMERGENCY

WHEREAS, The Ohio Revised Code 5705.41(D)(1) provides that if prior certification of funds by the Fiscal Officer was not obtained before the contract or order involving the expenditure of money was made, then the Fiscal Officer may instead certify; and

WHEREAS, that there was at the time of making such contract or order and at the time of the execution of such certificate, a sufficient sum appropriated for the purpose of such contract and in the treasury or in process of collection to the credit of an appropriate fund, free from any encumbrances; and

WHEREAS, the Fiscal Officer is accordingly certifying that there were appropriations available and the funds in the treasury or in the process of collection at the time of the contract or order were made (then), and there are still sufficient appropriations and funds in the treasury or in the process of collection at the time the certificate is being issued (now); and

WHEREAS, the amount of the certificates exceeds \$3,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PERRYSBURG, WOOD COUNTY, OHIO:

SECTION 1. It is hereby certified that both at the time of the making of the attached contract(s) or order(s) and at the date of the execution of this certificate, the amount of funds required to pay for this contract(s) or order(s) had been appropriated for the purpose of this contract or order, attached hereto, and is in the treasurer or in the process of collection to the credit of the fund free from any previous encumbrances.

SECTION 2. It is found and determined that all formal actions of Council concerning or relating to the passage of this Resolution were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Perrysburg and the State of Ohio.

SECTION 3. This Resolution is hereby declared to be an emergency measure

necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Perrysburg, Wood County, Ohio; and so that the certificate meets the timeliness requirements of the Ohio State Auditor; this Resolution shall be in full force and effect from and immediately after its passage and approval by the Mayor.

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

\_\_\_\_\_  
Mayor

PASSED \_\_\_\_\_

ATTEST: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Timothy W. Effler  
LAW DIRECTOR

**Then and Now Request For**

**4/14/2026**

<b>Invoice Date</b>	<b>Vendor</b>	<b>Item</b>	<b>Total Cost</b>	<b>Department</b>	<b>Expense Account</b>
12/30/2025	Polydyne Inc.	Clarifloc	8,372.00	WWTP	5332-61815-54111
3/31/2026	FET Construction	Emergency Repairs	6,184.17	Service	1110-71541-53999
		Total	14,556.17		

**TO:** Mayor Weber  
President Rettig  
Members of City Council

**FROM:** Timothy W. Effler, Law Director

**RE:** Ordinance 18-2026

**DATE:** April 7, 2026



### **Subject Matter/Background**

The City is updating certain portions of the City of Perrysburg’s Codified Ordinances (“Code”). In an effort to allow for the safe flow of traffic and emergency vehicles and the proper cleaning, clearing and making safe of all public streets of this City and City parking areas during snow emergencies, the City is adding Ordinance §452.19 establishing “Snow Emergency Parking Ban” to the City of Perrysburg’s Codified Ordinances (“Code”).

### **Legal Review**

This legislation has been reviewed and is appropriately before you.

### **Recommendation**

1<sup>st</sup> Reading – April 7, 2026  
2<sup>nd</sup> Reading – April 21, 2026  
3<sup>rd</sup> Reading and Vote – May 5, 2026

## ORDINANCE 18-2026

### AN ORDINANCE ADDING CODIFIED ORDINANCE §452.19 “SNOW EMERGENCY PARKING BAN” TO THE CITY OF PERRYSBURG CODIFIED ORDINANCES

WHEREAS, the City is updating certain portions of the City of Perrysburg’s Codified Ordinances (“Code”); and,

WHEREAS, in an effort to allow for the safe flow of traffic and emergency vehicles and the proper cleaning, clearing and making safe of all public streets of this City and City parking areas during snow emergencies, the City is adding Ordinance §452.19 establishing “Snow Emergency Parking Ban” to the City of Perrysburg’s Codified Ordinances (“Code”); and,

WHEREAS, the Safety Committee considered this legislation at its meeting on March 17, 2026 and unanimously recommended advancement to City Council.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PERRYSBURG, WOOD COUNTY, OHIO:

SECTION 1. Codified Ordinance §452.19 shall read:

#### **452.19 SNOW EMERGENCY PARKING BAN.**

- (a) The Director of Public Safety or the Chief of Police may declare a snow emergency parking ban in anticipation of, during, and/or after a snow fall of two inches or more, during which period of time the parking of vehicles on the public streets of this City and in City parking areas could hinder, delay and obstruct the safe flow of traffic and emergency vehicles and the proper cleaning, clearing and making safe of all public streets of this City and City parking areas. The snow emergency parking ban shall continue in effect until an announcement by the Director of Public Safety or the Chief of Police that the snow emergency parking ban is no longer in effect. Owners and operators of motor vehicles shall have full responsibility to determine existing weather conditions and to comply with emergency parking regulations when a snow emergency parking ban is in effect.
- (b) The Director of Public Safety or the Chief of Police shall make a reasonable effort to announce the existence of the snow emergency parking ban and shall make similar reasonable efforts to announce the termination of such emergency parking ban through public announcements (i.e. local press, city website, city social media).
- (c) During snow emergency parking bans, no person shall park, or cause to be parked or permit to be parked or permit to remain parked, or abandon or

leave unattended, any vehicle of any kind or description upon the public streets and alleyways, in public parking spaces or in City public parking lots and areas. Temporary exceptions may be granted, in writing, on a case-by-case basis by the Director of Public Safety or Chief of Police.

- (d) If a snow emergency parking ban is declared at any time between 7 am and 9 pm, vehicles must be removed within 2 hours after declaration. If a snow emergency parking ban is declared at any time between 9 pm and 7 am, vehicles parked on a snow street must be removed by 9 am. In addition to any penalty provided for a violation of this section, any vehicle parked in violation of this section may be towed away at the owner's expense.
- (e) Whoever violates any provisions of this section is guilty of a minor misdemeanor. In addition to the foregoing penalties, any police officer, upon discovering any vehicle parked or stopped in violation of any provision of this chapter may remove such vehicle or cause the same to be removed to any City-owned property or to a private tow lot. The owner of the vehicle shall be responsible for paying all the costs related to the towing and storage of the vehicle.

SECTION 2. It is found and determined that all formal actions of Council concerning or relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Perrysburg and the State of Ohio.

SECTION 3. This Ordinance shall be in full force and effect at the earliest time permitted by law.

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

\_\_\_\_\_  
Mayor

PASSED \_\_\_\_\_

ATTEST: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Timothy W. Effler  
LAW DIRECTOR

**TO:** Mayor Weber  
President Rettig  
Members of City Council

**FROM:** Timothy W. Effler, Law Director

**RE:** Ords 16-2026 & 17-2026

**DATE:** April 7, 2026



### **Subject Matter/Background**

Ohio voters approved State Issue 2 on November 7, 2023 adopting proposed legislation authorizing the cultivation, sale and use of cannabis products for recreational purposes. Pursuant to the operation of Article II, Section 1b of the Ohio Constitution, the proposed legislation approved by Ohio voters was incorporated into the Ohio Revised Code as Sections 3780.01 through 3780.99 and became effective on December 7, 2023 with no further action required by the Ohio General Assembly (the "Act").

City Council possesses the inherent power to enact appropriate planning, zoning, and business regulation laws that further the health, safety, welfare, comfort and peace of its citizens, including restricting, prohibiting and/or regulating certain business uses.

Pursuant to Section 3780.25 of the Ohio Revised Code, Perrysburg City Council may adopt an Ordinance, by majority vote, to prohibit, or limit the number of adult use cannabis operators within the City.

Proposed Codified Ordinance §1215.02(110.01), and the supplemental Ordinances, prohibit "Medical Marijuana and/or Adult Use Cannabis" under Special Approval Uses through the City of Perrysburg's Codified Ordinances ("Code").

### **Financial Review**

There is no financial impact to this legislation.

### **Legal Review**

This legislation has been reviewed and is appropriately before you.

### **Recommendation**

First Reading – 4/7/2026

Second Reading – 4/21/2026

Third Reading and Vote – 5/5/2026

## ORDINANCE 16-2026

### AN ORDINANCE AMENDING CODIFIED ORDINANCE §1215.02(110.01) “MEDICAL MARIJUANA”

WHEREAS, City of Perrysburg, Ohio, Codified Ordinance §1215.02(110.01) establishes the definition for “Medical Marijuana” through the City of Perrysburg’s Codified Ordinances (“Code”); and,

WHEREAS, this Ordinance is being updated to amend the definition of “Medical Marijuana” and to add Adult Use Cannabis; and,

WHEREAS, at their November 7, 2024 meeting, the Planning Commission recommended approval of the proposed Code amendment; and,

WHEREAS, a Public Hearing was held on December 19, 2024 and, at their February 3, 2025 meeting, the Planning and Zoning Committee considered this legislation and unanimously recommended advancement to City Council.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PERRYSBURG, WOOD COUNTY, OHIO:

SECTION 1. Codified Ordinance §1215.02(110.01) which currently reads as:

**1215.02(110.01)** “Medical Marijuana” has the same meaning as provided in Section 3796.01(A)(2) of the Ohio Revised Code which is marijuana that is cultivated, processed, dispensed, tested, possessed or used for a medical purpose.

- A. The cultivation, processing or retail dispensing of medical marijuana, even under a license issued under Chapter 3796 of the Ohio Revised Code, is prohibited within the City of Perrysburg, Ohio. (Ord. 87-2017. Passed 9-5-17.)

is hereby amended and revised to read:

**1215.02 (110.01) Marijuana - Medical Marijuana and/or Adult Use Cannabis:**

- A. “Medical Marijuana” has the same meaning as provided in Section 3796.01(A)(2) of the Ohio Revised Code which is marijuana that is cultivated, processed, dispensed, tested, possessed or used for a medical purpose.
  1. The cultivation, processing and/or retail dispensing of medical marijuana, even under a license issued under Chapter 3796 of the Ohio Revised Code, is prohibited within the City of Perrysburg, Ohio.

B. "Adult Use Cannabis"

1. "Adult use cannabis" has the same meaning as provided in Section 3780.01(A)(1) of the Ohio Revised Code, which is "adult use cannabis" or "cannabis" or "marijuana" means marihuana as defined in section 3719.01 of the Ohio Revised Code, which means all parts of a plant of the genus cannabis, whether growing or not; the seeds of a plant of that type; the resin extracted from a part of a plant of that type; and every compound, manufacture, salt, derivative, mixture, or preparation of a plant of that type or of its seeds or resin. "Marihuana" does not include the mature stalks of the plant, fiber produced from the stalks, oils or cake made from the seeds of the plant, or any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks, except the resin extracted from the mature stalks, fiber, oil or cake, or the sterilized seed of the plant that is incapable of germination. "Marihuana" does not include "hemp" or a "hemp product" as those terms are defined in section 928.01 of the Revised Code.
  - i. The cultivation, processing and/or retail dispensing of adult use cannabis, even under a license issued under Chapter 3780 of the Ohio Revised Code, is prohibited within the City of Perrysburg, Ohio.
    1. This section does not prohibit an individual from engaging in home grow activities as permitted and defined in R.C. § 3780.29.

SECTION 2. It is found and determined that all formal actions of Council concerning or relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Perrysburg and the State of Ohio.

SECTION 3. This Ordinance shall be in full force and effect at the earliest time permitted by law.

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

\_\_\_\_\_  
Mayor

PASSED \_\_\_\_\_

ATTEST: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Timothy W. Effler  
LAW DIRECTOR



Multiple Family Dwellings									P												
Apartments Above 1st Floor										P				S							
Bed & Breakfast		S	S	S	S	S				S											
Assisted Living Units									P												S
Mobile Homes (1235.04w)																					

	Ag	Residential						Commercial				Office Service	Industrial		Special				Institutional	
	A-1	R-1	R-2	R-3	R-4	R-5	RM	C-1	C-2	C-3	C-4	OS	I-1	I-2	PB	P	S-1	X	INS	
<b>Commercial</b>	A-1	R-1	R-2	R-3	R-4	R-5	RM	C-1	C-2	C-3	C-4	OS	I-1	I-2	PB	P	S-1	X	INS	
Agriculture, Construction, Semi-Truck Sales/Service	S												P	P						
Animal Services (outdoor)								S	S	S	P									
Animal Services (indoor)								P	P	P	P									
Automotive Oil & Lube Service Facilities										P	P				P					
Automotive Repair - General											S		P	P						
Automotive Repair - Light											P				P					
Automotive Sales or Lease for New and Used Vehicles - Outdoors											S		S	S	S					
Auto Wash											S				S					
Carry-Outs/Other Business, Alcoholic Beverages									S	S	S				S					
Commercial Recreational Facilities									S	S	P		P		P					
Commercial Schools									P	P	P	P			P					

	Ag	Residential						Commercial				Office Service	Industrial		Special				Institutional	
	A-1	R-1	R-2	R-3	R-4	R-5	RM	C-1	C-2	C-3	C-4	OS	I-1	I-2	PB	P	S-1	X	INS	
<b>Commercial</b>	A-1	R-1	R-2	R-3	R-4	R-5	RM	C-1	C-2	C-3	C-4	OS	I-1	I-2	PB	P	S-1	X	INS	
Commercial semi-truck sales/service													P	P						
Drive-in commercial uses											P	S			S					
Entertainment and spectator sport facilities									P	P	P				P	S				S
Grocery Stores									P	P	P				P					
Gym/Fitness Facility (<5,000 GSF)								P	P	P	P	P		S	S					

Gym/Fitness Facility (>5,000 GSF)											P	P					S	S					
Massage Establishment											S							S	S				
Medical Marijuana																							
Motels and hotels												P	P						P				
Neighborhood business less than 10,000 SF										P	P	P	P						P				
Office and Banks										P	P	P	P						P				
Personal Services										P	P	P	P						P				
Printing											P	P	P					P	P	P			
Recreational vehicles/equipment outdoor sales																		S	S				
Restaurant carry-out only											P	P	P							P			

	Ag	Residential						Commercial				Office Service	Industrial		Special				Institutional
<b>Commercial</b>	A-1	R-1	R-2	R-3	R-4	R-5	RM	C-1	C-2	C-3	C-4	OS	I-1	I-2	PB	P	S-1	X	INS
Restaurant drive-in										S	P				P				
Restaurant fast food									S	P	P				P				
Restaurant outdoor café									S	P2	S				P				
Restaurant full service									P	P	P		S		P				
Retail business: less than 60,000 GSF									P	P	P				P				
Retail business: more than 60,000 GSF										S	S				S				
Sale and storage of building materials	S										S		P	P	S				
Self-service storage											S		P	P	P				
Service station									S	S	P				P				
Sexually oriented business													S	S					
Shopping center										P	P								
Hospitality Facilities									S		S				P				
Rooming House		S	S	S	S	S	S		S										
Transient Habitation									S		S				P				
Repair Services, Consumer									P	P	P	P			P				
Nursery/green house	S1										P		P	P					

1 Excluding retail sales of any type on premises.

2 With the exception of those commercial centers zoned C-3 that are adjacent to residential properties. In those situations, Chapter 1235 - Special Approval use, specifically, Chapter 1235.04(mm) shall apply.

3 Only within an Urban Village Overlay District (UVO).

	Ag	Residential						Commercial				Office Service	Industrial		Special				Institutional
<b>Office</b>	A-1	R-1	R-2	R-3	R-4	R-5	RM	C-1	C-2	C-3	C-4	OS	I-1	I-2	PB	P	S-1	X	INS
Medical Offices								S	P	P	P	P			P				S
Medical Urgent Care Facilities											P		P	P	P				S

	Ag	Residential						Commercial				Office Service	Industrial		Special				Institutional
<b>Institutional</b>	A-1	R-1	R-2	R-3	R-4	R-5	RM	C-1	C-2	C-3	C-4	OS	I-1	I-2	PB	P	S-1	X	INS
Accessory	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		P	P
Cemetery	S	S	S	S													S		S
Child Day Care Centers		S	S	S	S	S	S	S	S	S	S	S	S	S	S				S
Club, Lodges, Fraternal and Civic Assembly										P	P				P				S
College and Universities																			S
Convalescent and Nursing Homes							S												S
Essential Services	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		S	P	P
Hospital															P				S
Institutional Use													S	S	P			P	S
Mortuaries/Funeral Homes								S	S	S	S				P				
Non-Commercial Recreation Facilities	S	S	S	S	S	S	S						S	S	S	S		P	
Parks and Recreation Facilities	S	S	S	S	S	S	S	S	S			S			S	S		P	
Part-Time Child Day Care Centers		S	S	S	S	S	S	S	S	S	S	S	S	S	P				S
Postal Service															P				S
Public and Private Schools								S		S	S								S
Public Service Facility	S	S	S	S	S	S	S	S	S	S	P		P	P	P			P	S
Public/Private Utility	S	S	S	S	S	S	S	P	P	P	P	P	P	P	P			P	S
Wireless Telecommunication Facility	S										S		S	S	S			S	S

Ag	Residential						Commercial				Office Service	Industrial		Special				Institutional
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Two-Family Dwelling							P	P		P										
Multiple Family Dwellings								P												
Apartments Above 1st Floor									P				S							
Bed & Breakfast		S	S	S	S	S			S											
Assisted Living Units									P											S
Mobile Homes (1235.04w)																				

	Ag	Residential						Commercial				Office Service	Industrial		Special				Institutional
<b>Commercial</b>	A-1	R-1	R-2	R-3	R-4	R-5	RM	C-1	C-2	C-3	C-4	OS	I-1	I-2	PB	P	S-1	X	INS
Agriculture, Construction, Semi-Truck Sales/Service	S												P	P					
Animal Services (outdoor)								S	S	S	P								
Animal Services (indoor)								P	P	P	P								
Automotive Oil & Lube Service Facilities										P	P				P				
Automotive Repair - General											S		P	P					
Automotive Repair - Light											P				P				
Automotive Sales or Lease for New and Used Vehicles - Outdoors											S		S	S	S				
Auto Wash											S				S				
Carry-Outs/Other Business, Alcoholic Beverages									S	S	S				S				
Commercial Recreational Facilities									S	S	P		P		P				
Commercial Schools									P	P	P	P			P				

	Ag	Residential						Commercial				Office Service	Industrial		Special				Institutional
<b>Commercial</b>	A-1	R-1	R-2	R-3	R-4	R-5	RM	C-1	C-2	C-3	C-4	OS	I-1	I-2	PB	P	S-1	X	INS
Commercial semi-truck sales/service													P	P					
Drive-in commercial uses											P	S			S				
Entertainment and spectator sport facilities									P	P	P				P	S			S
Grocery Stores									P	P	P				P				
Gym/Fitness Facility (<5,000 GSF)								P	P	P	P	P		S	S				
Gym/Fitness Facility (>5,000 GSF)										P	P			S	S				

Massage Establishment									S						S	S				
Marijuana - Medical Marijuana and/or Adult Use Cannabis																				
Motels and hotels										P	P					P				
Neighborhood business less than 10,000 SF								P	P	P	P		S			P				
Office and Banks								P	P	P	P		P			P				
Personal Services								P	P	P	P		S			P				
Printing									P	P	P		P	P	P	P				
Recreational vehicles/equipment outdoor sales														S	S					
Restaurant carry-out only									P	P	P					P				

	Ag	Residential						Commercial				Office Service	Industrial		Special				Institutional
<b>Commercial</b>	A-1	R-1	R-2	R-3	R-4	R-5	RM	C-1	C-2	C-3	C-4	OS	I-1	I-2	PB	P	S-1	X	INS
Restaurant drive-in										S	P				P				
Restaurant fast food									S	P	P				P				
Restaurant outdoor café									S	P <sup>2</sup>	S				P				
Restaurant full service									P	P	P		S		P				
Retail business: less than 60,000 GSF									P	P	P				P				
Retail business: more than 60,000 GSF										S	S				S				
Sale and storage of building materials	S										S		P	P	S				
Self-service storage											S		P	P	P				
Service station									S	S	P				P				
Sexually oriented business													S	S					
Shopping center										P	P								
Hospitality Facilities									S		S				P				
Rooming House		S	S	S	S	S	S		S										
Transient Habitation									S		S				P				
Repair Services, Consumer								P	P	P	P	P			P				
Nursery/green house	S1										P		P	P					

1 Excluding retail sales of any type on premises.

2 With the exception of those commercial centers zoned C-3 that are adjacent to residential properties. In those situations, Chapter 1235 - Special Approval use, specifically, Chapter 1235.04(mm) shall apply.

3 Only within an Urban Village Overlay District (UVO).

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Office	A-1	R-1	R-2	R-3	R-4	R-5	RM	C-1	C-2	C-3	C-4	OS	I-1	I-2	PB	P	S-1	X	INS
Medical Offices								S	P	P	P	P			P				S
Medical Urgent Care Facilities											P		P	P	P				S

	Ag	Residential						Commercial				Office Service	Industrial		Special				Institutional
Institutional	A-1	R-1	R-2	R-3	R-4	R-5	RM	C-1	C-2	C-3	C-4	OS	I-1	I-2	PB	P	S-1	X	INS
Accessory	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		P	P
Cemetery	S	S	S	S													S		S
Child Day Care Centers		S	S	S	S	S	S	S	S	S	S	S	S	S	S				S
Club, Lodges, Fraternal and Civic Assembly										P	P				P				S
College and Universities																			S
Convalescent and Nursing Homes							S												S
Essential Services	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		S	P	P
Hospital															P				S
Institutional Use													S	S	P			P	S
Mortuaries/Funeral Homes								S	S	S	S				P				
Non-Commercial Recreation Facilities	S	S	S	S	S	S	S						S	S	S	S		P	
Parks and Recreation Facilities	S	S	S	S	S	S	S	S	S			S			S	S		P	
Part-Time Child Day Care Centers		S	S	S	S	S	S	S	S	S	S	S	S	S	P				S
Postal Service															P				S
Public and Private Schools								S		S	S								S
Public Service Facility	S	S	S	S	S	S	S	S	S	S	P		P	P	P			P	S
Public/Private Utility	S	S	S	S	S	S	S	P	P	P	P	P	P	P	P			P	S
Wireless Telecommunication Facility	S										S		S	S	S			S	S

	Ag	Residential						Commercial				Office Service	Industrial		Special				Institutional
Industrial	A-1	R-1	R-2	R-3	R-4	R-5	RM	C-1	C-2	C-3	C-4	OS	I-1	I-2	PB	P	S-1	X	INS
Auto & Metal Salvage, Junk Yards														S					
Excavation of Sand, Gravel, Clay, Stone and Topsoil	S													S					

Food Processing																		P	P	P								
Laboratories																			P	P	S						P	
Manufacturing, Sale/Storage Building Materials																			P	P								
Manufacturing: General																				P								
Manufacturing: Light																			P	P	P							
Oil & Gas Wells																			S	S								S
Outside Storage	S																		S	S	**					P	S	
Publishing																			P	P	P							
Research & Testing																			P	P	P					P		
Transport & Trucking																			S	S						P		
Warehousing																			P	P	P					P		
Wholesale Business																	P		P	P	P							
Wind Generator (Turbine)	S	S4																	S	S								S

4 Minimum lot size is 30,000 square feet.

\*\* Outside storage is prohibited, unless specifically permitted and maintained in accordance with the established ARC Site Development Standards.

SECTION 2. It is found and determined that all formal actions of Council concerning or relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Perrysburg and the State of Ohio.

SECTION 3. This Ordinance shall be in full force and effect at the earliest time permitted by law.

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

\_\_\_\_\_  
Mayor

PASSED \_\_\_\_\_

ATTEST: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Timothy W. Effler

Ord 17-2026

LAW DIRECTOR

**TO:** Mayor Weber  
President Rettig  
Members of City Council

**FROM:** Timothy W. Effler, Law Director

**RE:** Ordinance 20-2026

**DATE:** April 7, 2026



### **Subject Matter/Background**

This Ordinance amends Chapter 1058 of the City of Perrysburg Codified Ordinances to establish and formalize a comprehensive stormwater utility program. The City currently owns and operates a stormwater system and is required to comply with federal and state regulations, including the Clean Water Act and NPDES Phase II permitting, which mandate improved stormwater quality management.

In response to ongoing infrastructure needs, regulatory requirements, and community growth, this Ordinance creates a dedicated fund through a stormwater service based on impervious surface area. It is the intent of the City of Perrysburg that the costs of the operation, maintenance, and improvements of the stormwater system be borne by the users of the system in relation to their individual contributions of stormwater to the system in order to support maintenance and capital improvements, reduce flooding risks, protect water quality, and promote public health, safety, and environmental sustainability.

### **Financial Review**

This legislation will have no financial impact on the City.

### **Legal Review**

This legislation has been reviewed and is appropriately before you.

### **Recommendation**

First Reading – 4/7/2026

Second Reading – 4/21/2026

Third Reading and Vote – 5/5/2026

## ORDINANCE 20-2026

### AN ORDINANCE TO AMEND THE CITY OF PERRYSBURG CODIFIED ORDINANCES CHAPTER 1058 “STORMWATER MANAGEMENT”

WHEREAS, the City of Perrysburg currently owns and operates a stormwater system for the collection and disposal of storm and other surface waters and for flood control; and,

WHEREAS, the constitution of the State of Ohio, Article XVIII, Section 4, authorizes municipalities to operate a public utility; and,

WHEREAS, the 1972 Federal Clean Water Act, amended by the Water Quality Act of 1987, U.S. EPA and Ohio EPA regulates the City's operation of this system, by which the City is required to obtain an NPDES Phase II permit for this system and will be required to implement programs to improve the quality of stormwater; and,

WHEREAS, the City of Perrysburg is conducting a stormwater utility program business plan, level of service analysis, cost of service analysis, rate study analysis, cash flow analysis, billing policy papers, identifying and analyzing problems, needs, goals, developing a green best management practices credit program, which is hereby incorporated by reference; and,

WHEREAS, City Council finds that the repair, replacement, improvement and regulation of the stormwater system is necessary to prevent further deterioration of the existing system, prevent or reduce flooding and to prevent water pollution; and,

WHEREAS, it is the intent of the City of Perrysburg that the costs of the operation, maintenance, and improvements of the stormwater system be borne by the users of the system in relation to their individual contributions of stormwater to the system; and,

WHEREAS, it is necessary and desirable and in the best interests of the City, its citizens, and the users of the stormwater system to establish a mechanism for the financing of facilities, systems, and services provided by the City of Perrysburg and the stormwater utility program user fee charge, which shall be designated the stormwater service charge, and shall be imposed and collected as provided in this Ordinance; and,

WHEREAS, the stormwater service charge should be fair, equitable, revenue sufficient, and reflect the relative contribution of stormwater runoff from a property or parcel of land, benefits enjoyed, and services received by each property or parcel as a result of the collection of surface and subsurface water, and should consider the

impervious area of the various properties or parcels located within the City limits, because the extent of stormwater, surface water and subsurface water runoff from a particular lot or parcel is largely a function of its impervious area; and,

WHEREAS, the City will adopt rules and regulations to properly manage and maintain the stormwater system; and,

WHEREAS, the City of Perrysburg will establish standards to regulate the quantity of stormwater discharged and to regulate stormwater contaminants as necessary to protect the water quality; and,

WHEREAS, the City will review and approve plans and plats for stormwater management in proposed subdivision or commercial developments; and,

WHEREAS, the City may suspend or revoke permits when it is determined that the permittee has violated any applicable ordinance, resolution or condition of the permit; and,

WHEREAS, the City is responsible for the protection and preservation of the public health, safety, and welfare of the community, and the environment and finds that it is in the best interest of the health, safety, and welfare of the citizens of the city and the community at large and the environment to proceed with the development, implementation, and operation of a stormwater utility program; and,

WHEREAS, the City stormwater program strives to provide and maintain the highest quality of life in a growing community through watershed management, infrastructure enhancement, and sustainable economic development in the future in an efficient, effective, and financially responsible manner.

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PERRYSBURG, WOOD COUNTY, OHIO:

SECTION 1. Chapter 1058 of the Municipal Code of Perrysburg, Ohio entitled "Stormwater Management" is hereby amended by modifying the following sections as set forth hereafter:

**Chapter 1058  
Stormwater Management**

- 1058.01 Definitions
- 1058.02 Purpose and Intent.
- 1058.03 Creation of a Stormwater Utility Program.
- 1058.04 Funding the Stormwater Utility Program
- 1058.05 Stormwater Utility Program Enterprise Fund
- 1058.06 Stormwater Utility Operating Budget

1058.07	Stormwater Utility Rate Structure Charges and Fees
1058.08	Necessity for Charges
1058.09	Powers of the Director of Public Utilities
1058.10	Right to appeal.
1058.11	Collection.
1058.12	Adjustments to Stormwater Service Charges
1058.13	Payments of Charges
1058.14	Falsifying Information

**1058.01 Definitions.**

(a) Unless the content specifically indicates otherwise, the meaning of the terms used in this chapter shall be as follows:

(1) "Adjustments" means a modification in a non-residential stormwater user fee for certain activities that impact stormwater runoff or impact the City's costs of providing stormwater management services.

(2) "Agricultural Property" means a lot or parcel located within the City of Perrysburg regardless of the size of the building lot or the square footage of the buildings classified as agricultural per County Auditor parcel classifications which for purposes of ERU determination will be classified as single-family residential.

(3) "Apartment Property" means a non-single family residential lot or parcel on which three or more dwelling units are situated.

(4) "Approved plans" means plans approved according to permits and plan review which will govern all stormwater improvements, required or not, made within the City or changes or alternations to existing stormwater facilities.

(5) "Best Management Practices (BMP)" means those practices recognized by the Ohio Department of Natural Resources and the Ohio Environmental Protection Agency which provide the best available and reasonable physical, structural, managerial, or behavioral activity to reduce or eliminate pollutant loads and/or concentrations leaving the site and no language contained in this BMP definition prohibits the City from accepting recognized alternative BMP's other than those recognized by these two agencies.

(6) "Brownfield" means typically a former industrial or commercial site that is considered to be contaminated to varying extents and certified as such by the Ohio Environmental Protection Agency.

(7) "Buffer" means a designated area adjacent to or part of a stream or wetland that is an integral part of the stream or wetland ecosystem (e.g. greenways). The critical function of riparian buffers including shading, input of organic debris and

coarse sediments, stabilization of banks, overflow during high water events and for maintenance of wildlife habitat.

(8) "Condominium Property" means a lot or parcel of real estate in which individuals own their own unit and share joint ownership in common elements with other unit owners on which is situated a building containing single story units on individual parcels according to the county auditor records for purposes of ERU determination will be classified as single-family residential.

(9) "Condominium Property Multi Story" means a lot or parcel of real estate in which individuals own their units and share joint ownership in common elements with other unit owners on which is situated a building containing more than one story.

(10) "Credits" means a one-time or ongoing reduction in a customer's stormwater user charge given for certain qualifying activities that either reduce the impact of increased stormwater runoff or reduce the City's costs of providing stormwater management.

(11) "Debt service costs" means the average annual principal and interest payments on all outstanding bonds or other comparable long-term capital obligations.

(12) "Duplex Property" means a lot or parcel of real estate on which is situated a building containing two (2) single-family dwelling units for purposes of ERU determination will be classified as single-family residential.

(13) "Equivalent Residential unit (ERU)" means a value, equivalent to 3,500 square feet of measured impervious area and is equal to the average amount of impervious area of single-family properties within the City of Perrysburg.

(14) "Facilities" means various stormwater and drainage works that may include inlets, pipes, pumping stations, conduits, manholes, energy dissipation structures, channels, outlets, retention/detention basins, and other structural components required by the Federal Clean Water Act to have a permit to discharge stormwater associated with activities subject to NPDES stormwater permits.

(15) "Impervious area" means area that has been paved and/or covered with buildings and materials, which include, but are not limited to, concrete, asphalt, rooftop, blacktop and gravel.

(16) "Municipal Separate Storm Sewer System (MS4)" (40 CFR 122.26(b)(8)) "a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains):

- (i) Owned or operated by a state, city, town, borough, county, parish, district, association, or other public body (created to or pursuant to state law) including special districts under state law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under section 208 of the Clean Water Act that discharges into waters of the United States.
- (ii) Designed or used for collecting or conveying stormwater.
- (iii) Which is not a combined sewer; and
- (iv) Which is not part of a Publicly Owned Treatment Works (POTW) as defined at 40 CFR 122.2."

(17) "Non-residential property" means all property that contains impervious area not encompassed by the definition of Single-Family Parcel, Duplex Parcel, Agricultural and or certain Condominium parcels.

(18) "Operation and maintenance" mean those functions that result in expenditures during the useful life of the treatment works materials, labor, utilities and other items which are necessary for managing and operating the stormwater system in a manner for which such works were designed and constructed. The term "operation and maintenance" includes replacement.

(19) "Operation and maintenance costs" include all costs, direct and indirect, necessary to provide adequate stormwater management on a continuing basis and to produce discharges to receiving water that conform with all related Federal, State and local requirements including replacement costs.

(20) "Other service charges" means tap charges, connection charges, area charges and other identifiable charges, other than user charges, and debt service charges.

(21) "Owner" means any and all persons, natural or artificial, including any individual, firm, company, municipal or private corporation, partnership, co-partnership, joint stock company, trust, estate, association, society, institution, enterprise, governmental agency, State of Ohio, the United States of America or other legal entity, or their legal representatives, agents or assigns. The masculine gender includes the feminine, and the singular includes the plural where indicated by context.

(22) "Private stormwater facilities" means various stormwater and drainage works not under the control and/or ownership of the City, County, State and/or Federal government which may include inlets, conduits, pipes, pumping stations, manholes, structures, channels, outlets, retention or detention basins, other

structural components and equipment designed to transport, move or regulate stormwater.

(23) "Public stormwater facilities" means various stormwater and drainage works not under the control and/or ownership of the City, County, State and/or Federal government which may include natural streams, inlets, conduits, pipes, pumping stations, manholes, structures, channels, outlets, retention or detention basins, other structural or not structural components and equipment designed to transport, move or regulate stormwater.

(24) "Replacement costs" means the expenditures for obtaining and installing equipment, accessories or appurtenances which are necessary during the service life of the treatment works to maintain the capacity and performance for which such works were designed or constructed.

(25) "Shall" is mandatory and may is permissive.

(26) "Single-family Residential Parcel" means, all single-family residential parcels located within the City of Perrysburg regardless of the size of the building lot or the square footage of the buildings.

(27) "Square footage of impervious area" means, for the purpose of assigning an appropriate number of ERUs to a parcel or real property, the square footage of all impervious area using the outside boundary dimensions of the impervious area to include the total enclosed square footage, without regard for topographic features of the enclosed surface.

(28) "Stormwater" means stormwater runoff, snow melt, and surface runoff, subsurface water and drainage according to 40 C.F.R. 122.26(b)(13).

(29) "Stormwater service charge" means a charge assessed to users of the City's stormwater system.

(30) "Stormwater System" means all man-made facilities, structures, and natural watercourses owned operated and/or maintained by the City of Perrysburg, used for collection and conducting stormwater to, through, and from drainage areas to the points of final outlet including, but not limited to, any and all of the following: conduits and appurtenant features, canals, creeks, catch basins, ditches, streams, gulches, gullies, flumes, culverts, siphons, streets, curbs, gutters, dams, floodwalls, levees, and pumping stations, lift stations, including the USEPA definition of a Municipal Separate Storm Sewer System

(31) "Watershed" means an area of land that drains all the rivers, streams and rainfall to a common outlet or any point along a river or stream channel that

consists of surface water, subsurface water, lakes, rivers, streams, reservoirs, and wetlands and all the underlying ground water. Watersheds are important because the streamflow and the water quality of a river are affected by things, human-induced or not, happening in the land area "above" the river-outflow point.

**1058.02 Purpose and Intent.**

City Council finds, determines and declares that the stormwater system, which provides for the collection, treatment, storage, and disposal of stormwater provides benefits and services to all property or parcels within the City limits. Such benefits include, but are not limited to: the provision of adequate systems of collection, conveyance, detention, treatment and release of stormwater ; the reduction of hazards to property and life resulting from stormwater runoff; improvements in general health and welfare through reduction of undesirable stormwater conditions; and improvements to the water quality in the stormwater, manage surface water and subsurface water system and its receiving waters.

**1058.03 Creation of a Stormwater Utility Program.**

The function of the newly created Stormwater Utility Program within the Department of Public Utilities is to provide for the safe and efficient capture of stormwater runoff, mitigate the damaging effects of stormwater runoff, correction of stormwater problems; to fund activities of stormwater management, and include design, planning, regulation, education, coordination, construction, operations, maintenance, inspection and enforcement activities.

It is the express intent of this newly created stormwater utility program, to protect the public health, safety and welfare of people, property and the environment, in general, but not to create any special duty or relationship with any individual person, or to any special parcel within or outside the boundaries of the City. The city expressly reserves the right to assert all available immunities and defenses in any action seeking to impose monetary damages or equitable remedies upon the city, its elected officials, officers, employees and agents arising out of any alleged failure or breach of duty or relationship.

**1058.04 Funding the Stormwater Utility Program**

Funding for the stormwater utility activities may include but are not limited to: the stormwater service charges; stormwater permits, inspection fees, the City's general fund; other funds or income obtained from federal, state, locals, and private grants, or loans.

**1058.05 Stormwater Utility Program Enterprise Fund**

All stormwater service charges and all sources of revenue generated by or on behalf of the stormwater utility program shall be deposited in a stormwater utility enterprise fund and used exclusively for the stormwater utility program.

### **1058.06 Stormwater Utility Operating Budget**

City Council shall adopt an operating budget for the stormwater utility program each fiscal year. The operating budget shall set forth for such fiscal year revenues and estimated expenditures for operations, maintenance, and extension and replacement and debt service.

### **1058.07 Stormwater Utility Rate Structure Charges and Fees.**

For the services rendered as determined in the cost of service analysis and use and benefits of the stormwater system, rates and charges shall be collected from the owner of each and every lot, parcel of real estate or building that is situated within the corporate limits of the City of Perrysburg, that is tributary, directly or indirectly to the stormwater system as defined in the cost of service analysis. Such rates and charges include user charges, debt service costs and other service charges in which rates shall be payable as hereinafter provided and shall be in an amount determinable as follows:

(1) The stormwater rates and charges shall be based upon the quantity of impervious areas situated thereon.

(2) All properties having impervious area within the City of Perrysburg will be assigned an Equivalent Residential Unit (ERU) or a whole multiple thereof, with all properties having impervious area receiving at least one (1) ERU.

(3) Single-Family Parcels. All Single-Family parcels will be assigned one (1) ERU. A flat rate will apply to all Single-Family properties

(4) Duplex Parcels. All Duplex parcels shall be assigned one (1) ERU. A flat rate will apply to all Duplex parcels.

(5) Condominium Single Story Parcels. All Condominium Single Story parcels shall be assigned one (1) ERU. A flat rate will apply to all Condominium parcels.

(6) Agricultural Parcels. All Agricultural parcels shall be assigned one (1) ERU. A flat rate will apply to all agricultural parcels.

(7) Non-Residential Parcels. Non-Residential Parcels will be assigned an ERU whole multiple based upon the properties' individual measured impervious area (in square feet) divided by 3,500 square feet (1 ERU). This division will be calculated to the first decimal place and rounded to the nearest whole ERU according to mathematical convention.

(8) For the service rendered to the City for any City property excluding roadways and stormwater systems, the City shall not be subject to the same rates

and charges hereinabove provided.

(9) **Base Rate.** City Council shall by **Resolution** establish the base rate for the stormwater utility service charge. The base rate shall be calculated to ensure adequate revenues to fund the expenditures of stormwater management and to provide for the operation, maintenance, and capital improvements of the stormwater system within the City limits.

**1058.08 Necessity for Charges**

It is hereby determined necessary for the protection of public health, safety, and welfare and to conform with Federal, State, and local laws and regulations that a system of charges for stormwater service be established which allocates the cost of providing stormwater service to each user in such a manner that the allocated costs are proportionate to the cost of providing stormwater benefit and service to that user, insofar as those costs can reasonably be determined

**1058.09 Powers of the Director of Public Utilities.**

Stormwater service charges levied pursuant to this ordinance may be collected by the Director of Public Utilities. Notwithstanding other provisions of the Perrysburg City Code, the Director of Public Utilities or his/her Designee shall make and enforce such rules and regulations as deemed necessary for the safe, economical, and efficient management and protection of the City's stormwater system; for the construction and use of storm sewers and connections to the stormwater system consistent with policies established by the City Council; and for the regulation collection, rebating and refunding of such stormwater charges.

**1058.10 Right to appeal.**

A non-residential property owner may challenge the ERU multiple assigned to his/her property by filing an appeal with the Director of Public Utilities for adjustment thereof, stating in writing the grounds for the appeal. The Director of Public Utilities, or the Director's designee, shall consider the appeal and determine whether an adjustment of the ERU multiple for any such lot or parcel is necessary, and adjust such ERU multiple if appropriate.

**1058.11 Collection.**

(a) A bill not paid by the fifteenth of the billing month shall be considered delinquent. Said bill shall be subject to a fifteen percent (15%) penalty charge. Said penalty charge shall be applied the morning of the fourth business day after the due date.

(b) When the fifteenth day of the billing month falls on a Sunday or Saturday or a holiday, the due date shall be the next business day and a fifteen percent (15%) penalty charge shall be applied to a delinquent bill on the morning of the fourth business day after the due date subject to holidays and weekends.

(c) Each stormwater service charge rendered under or pursuant to this ordinance is hereby made a lien upon the corresponding lot, parcel of land, building or premises

that are tributary directly or indirectly to the stormwater system of the City, and, if the same is not paid within fifteen days, it shall be certified to the Auditor of the county in which the property is located, who shall place the same on the tax duplicate of said County with the interest and penalties allowed by law and be collected as other taxes are collected.

**1058.12 Adjustments to Stormwater Service Charges**

Increase adjustments (debit) can be made to non-residential service charges by parcel owners adding additional impervious areas such as rooftops, parking lots, driveways and walkways. Decrease (credit) adjustments can be made to non-residential service charges by parcels owners performing activities that reduce the impact of stormwater runoff to the stormwater system.

**1058.13 Payment of Charges**

Stormwater charges shall be assessed monthly. The City of Perrysburg will be responsible for providing the billing and collection for the Stormwater charges. Each charge levied by or pursuant to this chapter shall be made a lien upon the corresponding lot, land or premises served. If the charge is not paid, it shall be certified to the Auditor of Wood County, Ohio who shall place that amount on the tax duplicates of the County, with interest and penalties allowed by law, and collect it as other taxes are collected. The funds received from the collection of the stormwater service charges as defined in Section 1058.05 (stormwater utility program enterprise fund) shall be deposited in the stormwater enterprise fund.

**1058.14 Falsifying Information**

No person shall knowingly make any false statement, representation, record, report, plan, or other document and file such with the Department of Public Utilities.

**1058.15 Severability**

If any of the provisions of this ordinance are for any reason illegal or void, then the lawful provisions of this ordinance, which are separable from said unlawful provisions shall be and remain in full force and effect, the same as if the ordinance contained no illegal or void provisions.

SECTION 2. All Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

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

SECTION 4. This Ordinance shall be in full force and effect at the earliest time permitted by law.

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

\_\_\_\_\_  
Mayor

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Timothy W. Effler  
LAW DIRECTOR

**TO:** Mayor Weber  
President Rettig  
Members of City Council

**FROM:** Timothy W. Effler, Law Director

**RE:** Resolution 25-2026

**DATE:** April 7, 2026



### **Subject Matter/Background**

Ordinance 20-2026 specifies in Section 1058.07(9) Base Rate: “City Council shall, by Resolution, establish the base rate for the stormwater utility service charge.

In accordance with Section 1058.07 Rate Structure Charges and Fees, Section (9) Base Rate for the stormwater utility program service charge shall hereby be set at **\$6.00** per Equivalent Residential Unit per month, abbreviated \$6.00/ERU/month. Beginning in 2028, and for each calendar year thereafter, the base rate shall be the amount for the previous calendar year increased by \$0.50/ERU/month, with a cap of \$8.00/ERU/month.

At the conclusion of the five (5) year period, the rate shall be reassessed, and City Council shall establish a new or revised rate to permit the stormwater utility to continue to provide for operation, maintenance, and capital improvements of the stormwater utility system.

### **Financial Review**

This legislation will have no financial impact on the City.

### **Legal Review**

This legislation has been reviewed and is appropriately before you.

### **Recommendation**

First Reading – 4/7/2026

Second Reading – 4/21/2026

Third Reading and Vote – 5/5/2026

## RESOLUTION 25-2026

### A RESOLUTION ESTABLISHING THE BASE RATE FOR THE STORMWATER UTILITY SERVICE CHARGE AS AUTHORIZED BY THE CITY OF PERRYSBURG CODIFIED ORDINANCES

WHEREAS, Ordinance 20-2026 adopted by Perrysburg City Council and approved by the Mayor of the City of Perrysburg amended the City of Perrysburg Codified Ordinances (“Code”) Chapter 1058 “Stormwater Management” to include a stormwater utility program to the Code; and,

WHEREAS, Ordinance 20-2026 provides for the funding of the operation, maintenance, and improvement of the stormwater system within the limits of the City of Perrysburg; and,

WHEREAS, Ordinance 20-2026 specifies in Section 1058.07(9) Base Rate: “City Council shall, by Resolution, establish the base rate for the stormwater utility service charge. The base rate shall be calculated to ensure adequate revenues to fund the expenditures of stormwater management and to provide for the operation, maintenance, and capital improvements of the stormwater system within the city limits.”

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PERRYSBURG, WOOD COUNTY, OHIO;

SECTION 1. In accordance with Ordinance 20-2026 specifies in Section 1058.07 Rate Structure Charges and Fees, Section (9) Base Rate for the stormwater utility program service charge shall hereby be set at \$6.00 per Equivalent Residential Unit per month, abbreviated \$6.00/ERU/month. Beginning in 2028, and for each calendar year thereafter, the base rate shall be the amount for the previous calendar year increased by \$0.50/ERU/month, with a cap of \$8.00/ERU/month.

SECTION 2. As required by ordinance the rate provides for operation, maintenance, and capital improvements of the stormwater system.

SECTION 3. The rate provides for the funds necessary to ensure that the City of Perrysburg meets the requirements of the National Pollution Discharge Elimination System Phase II, Stormwater Management Program, as mandated by the Federal Water Pollution Control Act and the Ohio Water Pollution Control Act for small Municipal Separate Storm Sewer Systems.

SECTION 4. At the conclusion of the five (5) year period, the rate shall be reassessed, and City Council shall establish a new or revised rate to permit the stormwater utility to continue to provide for operation, maintenance, and capital improvements of the stormwater utility system and further, to meet NPDES Phase II, Stormwater Utility Program, requirements.

SECTION 5. It is found and determined that all formal actions of Council concerning or relating to the passage of this Resolution were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Perrysburg and the State of Ohio.

SECTION 6. This Resolution shall be in full force and effect at the earliest time permitted by law.

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

\_\_\_\_\_  
Mayor

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Timothy W. Effler  
LAW DIRECTOR

**TO:** Mayor Weber  
President Rettig  
Members of City Council

**FROM:** Timothy W. Effler, Law Director

**RE:** Resolution 31-2026

**DATE:** April 21, 2026



### **Subject Matter/Background**

This is a Resolution authorizing the award of the Bid and Agreement to Griffin Pavement Striping, LLC of Fremont, Ohio for the 2026 Pavement Marking Project.

The Department of Public Service would like to paint all the street edge lines, lane lines, center lines, channelizing lines, traverse lines, school symbol markings, lane arrows, dotted lines, R&R, stop bars, crosswalks, bike crossings, and bullnose lines throughout the City.

The total cost of the project at \$142,770.00.

### **Financial Review**

Account: 2223-71545-53999

### **Legal Review**

This legislation has been reviewed and is appropriately before you.

### **Recommendation**

If City Council is in agreement, a motion to suspend the rules, waive the three readings and pass this legislation as an emergency is appropriate, as the bid award is only valid for sixty (60) days

## RESOLUTION 31-2026

A RESOLUTION AUTHORIZING THE AWARD OF THE BID AND AGREEMENT WITH GRIFFIN PAVEMENT STRIPING, LLC IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FORTY-TWO THOUSAND SEVEN HUNDRED SEVENTY DOLLARS AND ZERO CENTS (\$142,770.00), FOR THE 2026 PAVEMENT MARKING PROJECT; AND DECLARING AN EMERGENCY

WHEREAS, the Department of Public Service has determined that it is necessary to paint or otherwise mark certain pavement within the City in order to better provide for traffic direction and other information; and,

WHEREAS, the City issued a bid package which contained all relevant specifications and requirements for the project, which acknowledged that the City was authorized to waive minor irregularities in bidding which did not affect the fairness of the process, and pursuant to which the City would accept the lowest and best bid for the required work; and,

WHEREAS, the City of Perrysburg received two (2) bids and the bid received from Griffin Pavement Striping, LLC of Fremont, Ohio, provided the lowest and best bid for the proposed work, and they have the equipment, expertise, personnel, and knowledge to perform the required work; and

WHEREAS, the total cost for the project is One Hundred Forty-Two Thousand Seven Hundred Seventy Dollars and Zero Cents (\$142,770.00); and,

WHEREAS, the Service Committee, at its meeting held April 13, 2026, unanimously approved advancement of this Agreement to City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PERRYSBURG, WOOD COUNTY, OHIO:

SECTION 1. City Council authorizes the award of the Bid to Griffin Pavement Striping, LLC for the 2026 Pavement Marking Project; and the Mayor and Director of Finance are authorized to enter into an Agreement with Griffin Pavement Striping, LLC for the Pavement Marking Project at a total cost not to exceed One Hundred Seventeen Thousand One Hundred Forty-Two Thousand Seven Hundred Seventy Dollars and Zero Cents (\$142,770.00), as outlined in the quote attached hereto and incorporated herein as Exhibit A.

SECTION 2. It is found and determined that all formal actions of Council concerning or relating to the passage of this Resolution were adopted in an open

meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Perrysburg and the State of Ohio.

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Perrysburg, Wood County, Ohio, as the bid award is only valid for sixty (60) days and shall be in full force and effect from and immediately after its passage and approval by the Mayor.

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

\_\_\_\_\_  
Mayor

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Timothy W. Effler  
LAW DIRECTOR

## General Info

### Total:

\$142,770.00

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Number	Description
<b>2026 Pavement Markings</b> <b>Deadline</b> 03/26/2026 02:00 PM EDT	This project will consist of pavement marking in various locations across the City of Perrysburg. Due to fading, the existing pavement markings need new paint to be applied to them. All paint must adhere to the Ohio Manual of Uniform Traffic Control Devices standards.
<b>Vendor</b> Griffin Pavement Striping, LLC	EARLIEST START DATE: June 1, 2026  FINAL COMPLETION DATE: July 31, 2026
<b>Submitted</b> 03/26/2026 10:27 AM EDT	This contract is subject to the provision of State of Ohio, Prevailing Wage Rates. The subsequent contract will require certificates of insurance and may require performance and payment bonds.
<b>Signed by</b> Bill Sheets <b>Account Holder</b> Bill Sheets	In order to be considered responsive, the contractor and all subcontractors will need to comply with City Ordinance 08-2023 which was passed in April of 2023. A copy of the Ordinance 08-2023 is included in the attachment list.
<b>Opened</b> 03/26/2026 02:03 PM EDT <b>By</b> bthomas@ci.perrysburg.oh.us	Engineering Estimate for the entire project: \$ 150,000  <b>Allows zero unit prices and labor</b> Yes  <b>Allows negative unit prices and labor</b> Yes

## Ordinance 08-2023 Confirmation Statement

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I confirm, in accordance with the wage and fringe benefit requirements set from in O.R.C. 4115.03(E), that my company, bidding on this City of Perrysburg project, meets the following standards (select either Yes or No):

### Statement #1

The bidder provides healthcare benefits to its employees as a standard part of its compensation package and not only on projects subject to a state or federal prevailing wage requirement.

### Statement #2

The bidder provides retirement benefits to its employees as a standard part of its compensation package and not only on projects subject to a state or federal prevailing wage requirement.

### Statement #3

The bidder hires employees who have done one of the following:

1) Graduated from or are participating in a construction apprenticeship program certified and regulated by the State of Ohio or the U.S. Department of Labor.

2) Have at least five (5) years of documented experience in the specified field.

### Statement #1 Answer \*

Yes

### Statement #2 Answer \*

Yes

### Statement #3 Answer \*

Yes

In addition to the above, the bidder certifies they will comply with all provisions of the City of Perrysburg Code 252.052. Please refer to the copy of Ordinance 08-2023 in the attached document list for additional details.

Failure of a bidder to comply with 252.052 due to the lack of submission of the above confirmations or bidder's failure to affirmatively meet the above standards, shall result in the bidder being considered non-responsive.

### Signature \*

William Sheets

### Title \*

Estimator

### Bidder Company Name \*

Griffin Pavement Striping

**Date \***

3-23-26

The above signature hereby certifies, by signing and submitting this form, they have the ability to contract on behalf of the company and understand the implications of the failure to comply with the City of Perrysburg code 252.052.

## Attachment List

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Ordinance 8-2023 Signed.pdf (759 KB)  
Ordinance 08-2023

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2\_LegalNotice\_Pavement Markings 02.27.26.pdf (195 KB)  
Legal Notice

---

4\_InstructionstoBid-FY21 02.27.26.pdf (209 KB)  
Instructions to Bidders

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5\_General Conditions.pdf (297 KB)  
General Conditions

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6\_Specs\_FY21 02.27.26.pdf (432 KB)  
Specifications

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7\_Insurance Requirements.pdf (185 KB)  
Insurance Requirements

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8\_ContractForm\_FY21 021026.pdf (1.89 MB)  
Example of Contract

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# Proposal

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## BID

**Proposal of: \***

Griffin Pavement Striping

**(hereinafter called "Bidder"), organized and existing under the laws of the State of \***

Ohio

**doing business as \***

"a corporation"

**submitted to The City of Perrysburg (hereinafter called "Owner").**

**In compliance with the Advertisement for Bids, the Bidder hereby proposes to perform all Work for the construction of: \***

2026 Pavement Marking

**in strict accordance with the Contract Documents, within the time set forth therein, and accept as compensation therefore the sum of (in words): \***

One Hundred Fourty Two Thousand Seven Hundred Seventy Dollars and Zero Cents

**\$ (in currency): \***

\$142,770.00

;however, the final amount will be controlled by the following unit prices and no payments shall exceed the total unit prices for said work. The Bidder agrees to accept the following unit prices for any addition or deductions caused by any change or alterations in the plans or specifications of the work.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to his own organization, that: 1) this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor; 2) they do not have an unresolved finding for recovery issued by the Auditor of State, in accordance with Section 9.24 of the Ohio Revised Code; and 3) they do not have an active exclusion shown in the Federal System of Award Management (SAM).

The Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to complete the project on/before the date specified. The Bidder further agrees to pay as liquidated damages, the sum of \$400 for each consecutive calendar day thereafter as provided in the General Conditions.

**The Bidder acknowledges receipt of the following Addendum (Type N/A if not applicable):**

**Addenda #: \***

N/A

**Addenda Date: \***

N/A

The Bidder acknowledges that 1) they have not received nor relied upon any representations or warranties of any nature whatsoever from the Owner, its officers, employees, or agents; 2) they are responsible for verifying the current prevailing wage rates and requirements according to Chapter 4114 of the Ohio Revised Code; 3) upon contract award, they will be required to sign an affidavit indicating whether or not they have delinquent personal property taxes on the General Tax List of Personal Property of Wood County, Ohio, in accordance with Section 5719.042 of the Ohio Revised Code.

In submitting this Bid, it is understood it may be withdrawn prior to the scheduled closing time for the receipt of bids, but that the Bidder may not withdraw its Bid after the actual opening thereof.

On acceptance of this Bid, the Bidder does hereby bind itself to enter into a written contract with the Owner within ten (10) days of the Notice of Award and give a Surety Bond amounting to 100% of the Contract.

**Signature: \***

William Sheets

**Address: \***

2710 Hayes Ave.

**Title: \***

Estimator

**City, State, Zip: \***

Fremont, OH 43420

**Legal Name of Bidder: \***

Griffin Pavement Striping LLC

**Phone Number: \***

(419) 332-7009

**Fax Number: \***

4193322165

**E-mail Address \***

bsheets@griffinps.com

# Base Bid

\$142,770.00

Item Code	Description	Quantity	Units	Unit Price	Extension
Alternates are not included in bid total.					
642	Edge Line	23.40	Miles	\$450.00	\$10,530.00
642	Yellow Edge Line	3.30	Miles	\$450.00	\$1,485.00
642	Lane Line	11.30	Miles	\$400.00	\$4,520.00
642	Center Line	32.30	Miles	\$600.00	\$19,380.00
642	Channelizing Lines	21,800.00	LF	\$0.40	\$8,720.00
642	Transverse Lines	6,650.00	LF	\$2.00	\$13,300.00
642	School Symbol Markings	18.00	Each	\$135.00	\$2,430.00
642	Lane Arrows	520.00	Each	\$40.00	\$20,800.00
642	Dotted Lines	5,175.00	LF	\$1.00	\$5,175.00
642	Railroad Symbol	34.00	Each	\$120.00	\$4,080.00
642	Stop Bar	4,170.00	LF	\$2.00	\$8,340.00
642	24" Crosswalks	19,870.00	LF	\$2.00	\$39,740.00
642	Bike Crossing	2.00	Each	\$100.00	\$200.00
642	Bullnose	170.00	SF	\$2.00	\$340.00
642	Parking Stalls	270.00	LF	\$1.00	\$270.00
642	Handicap Symbol	1.00	Each	\$100.00	\$100.00
642	Sharrow Markings	42.00	Each	\$80.00	\$3,360.00
					<b>Total: \$142,770.00</b>

# BID GUARANTEE AND PERFORMANCE BOND

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**KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned \***

Griffin Pavement Striping LLC 2382 Harrison Road, Columbus, OH 43204

**as Principal and \***

Ascot Surety & Casualty Company

**as Surety, are hereby held and firmly bound unto the City of Perrysburg as Obligee in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on \***

March 26, 2026

**to undertake the project known as: \***

2026 Annual Pavement Markings

**The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of (in words):**

**\$ (in currency):**

*(If the above line is left blank, the penal sum shall be the full amount of Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the Principal's bid including alternates, in dollars and cents. A percentage is not acceptable)*

**Bond Percentage**

10.00%

**Guarantee Method \***

Certified Check or Paper Bid  
Bond

**Certified Check or Paper Bid Bond**

**Confirmation \***

I have provided a paper bid bond and uploaded the Consent of Surety to the Required Documents List at the bottom of the solicitation forms. I further agree to submit the original Bid Bond to The City of Perrysburg Engineering Department within three (3) business days, if found to be the Apparent Low Bidder.

For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successor, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above-referred project;

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event that the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal pays to the Obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, that this obligation shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal, and the Principal within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, then said contract is made part of this bond the same as through set forth herein.

NOW ALSO, if the said Principal shall well and faithfully do and perform each and every condition of such contract; and shall pay all lawful claims of subcontractors, materialmen and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said Surety on this bond.

**Principal: \***

Griffin Pavement Striping LLC

**By: \***

William Sheets

**Title: \***

Estimator

**Surety: \***

Ascot Surety & Casualty Company

**By (Attorney-in-Fact): \***

Allison Howell

**Address: \***

1020 Highland Colony Parkway, Suite 700

**Agent: \***

Lockton Companies

**Address: \***

3657 Briarpark Dr. Suite 700, Houston, Texas 77042

## EXPERIENCE STATEMENT

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Bidder shall provide information regarding similar work performed including, but not limited to, project name, description, location, and contact information, and any other details that will enable the City to assess the Contractor's capabilities, experience, skills, and financial standing with regard to this proposal. This statement shall also include information showing that the Bidder:

- maintains a permanent place of business.
- has adequate facilities and equipment available for the work under the proposed contract.
- has suitable financial means to meet obligations incidental to the proposed contract.
- has appropriate technical experience and possesses sufficient skills and experience.
- has the ability or resources available to make all repairs and adjustments that may be required on the equipment to be used under the proposed contract.

### Response to the above: \*

Griffin Pavement Striping (Formally Zimmerman Paint Contractors) Has been in business for over 60 years. Located at 2710 Hayes Ave. Fremont Ohio 43420.  
We have 3 long line striping trucks, multiple utility trucks, and over 20 walk behind stripers.  
We have completed striping in many nearby cities, including, Fremont, Perrysburg, Maumee, Napoleon.  
We are prequalified with ODOT.

### If Bidder is Corporation, list Officers, type N/A if not applicable:

**Name: \***

Chris Warren

**Title: \***

President

### If Bidder is Corporation, list Officers, type N/A if not applicable: 1

**Name: \***

Shawn Bremer

**Title: \***

Secretary

### If Bidder is Partnership, list Members, type N/A if not applicable:

**Name: \***

N/A

**Title: \***

N/A

## LIST OF SUBCONTRACTORS

---

**Bidder shall provide the names, addresses, and type of work (Item No. or Description, if applicable) which the Bidder proposes to subcontract under this Contract.**

**Name: \***

None

**Address: \***

N/A

**Type of Work: \***

N/A

By signing below, the bidder certifies that, they will require the proposed subcontractors listed above and any subcontractors to those subcontractors to meet the requirements of the City of Perrysburg code 252.052. Failure to ensure a proposed subcontractor listed above or any subcontractor to those subcontractors will result in debarment from City contracts for a period of three (3) years.

**Signed By: \***

William Sheets

**Title \***

Estimator

**Company \***

Griffin Pavement Striping

**Date \***

3-23-26

# NONCOLLUSION AFFIDAVIT

---

**STATE OF: \***

Ohio

**COUNTY OF: \***

Sandusky

**Bid Identification \***

2026 Pavement Marking

**Bidder's Name \***

Griffin Pavement Striping

**, being first dually sworn, deposes and says that he is:**

\*

other

**Enter response if "other" was selected**

Estimator

**of (company name): \***

Griffin Pavement Striping, LLC

the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and further that said bidder has not, directly or indirectly submitted his bid price on any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

**Signed: \***

William Sheets

**Title: \***

Estimator

## **SUBSTITUTIONS/OPTIONS FORM**

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Optional: Vendor is not required to complete.

**Any substitutions, deletions, additions, or deviations to the minimum specifications must be shown on this form and attached to the proposal forms in order to be considered as part of the bid. The City reserves the right to accept or reject any and all substitutions or optional bids. \***

No bid

## PREVAILING WAGE RESPONSIBILITIES

---

Keep full and accurate payroll records available for inspection for up to one (1) year following the completion of the project. Owners/partners must be shown on payrolls for any physical work they perform on the job.

- A. time records
- B. payroll records including canceled checks
- C. fringe benefit records including canceled check

Prevailing Wage Determination must be posted on the project site.

Supply Perrysburg Prevailing Wage Coordinator with dates of the life of the contract and a listing of all subcontractors to include the name, address, and telephone number of each.

Supply each employee with written notification of his assigned job classification, hourly prevailing wage rate and fringe payments, and identity of the Prevailing Wage Coordinator for the project.

Supply all subcontractors with any changes in the Prevailing Wage rates issued during the life of the project.

Out-of-State contractors must submit to the Ohio Secretary of State, the full name and address of their Statutory Agent in Ohio.

Submit certified payrolls starting no later two (2) weeks after the initial pay period. Insure all payrolls include the following:

- A. Employees full name, address, and social security number
- B. Work classification
  - (1) Be specific when listing laborers and operators
  - (2) Show level/year for all apprentices
- C. Hours worked on the project
  - (1) As of May 1, 1984, overtime is to be paid at not less than time and one-half for all hours worked in excess of forty (40) hours per week.
- D. Hourly rate of pay

Actual hourly rate paid employee for the time worked. Overtime hourly rate of not less than time and one-half the basic or regular rate paid is required under Chapter 4115. In addition to paying not less than the predetermined rate for the classification in which the employee works, the amounts predetermined as fringe benefits in the wage determination issued for the project, shall also be paid.

(Sample calculation:  $\$12.82$  (base rate)  $\times 1 \frac{1}{2} = \$19.25 + \$1.70$  (fringe payments) =  $\$20.93$ ). Fringe payments must be entered in appropriate blocks on payroll forms when such fringes are paid to approved plans, funds, etc.

- E. List all fringe benefits (if any) and amount per hour for each
  - (1) Hourly amount is to be based on 2080 hours per year.
- F. Total deductions
- G. Net pay for the pay period

Send a copy of Apprenticeship Agreement for each apprentice and a Final Affidavit to:

**Perrysburg Prevailing Wage Coordinator**

**201 West Indiana Avenue**

**Perrysburg, OH 43551**

**(419) 872-7880**

**dbombrys@ci.perrysburg.oh.us**

**STATE OF OHIO PREVAILING WAGE RATES ARE AVAILABLE ON-LINE AT THE FOLLOWING WEBSITE:**

Ohio Department of Commerce (<http://www.com.ohio.gov/laws/>)

## Perrysburg Code 252.02(G) Disclosures

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**1) Has there been any safety violations or settlement agreements between the bidder and the Occupational Safety & Health Administration or a state based agency of similar jurisdiction during the ten (10) year prior to the submission of the bid? \***

No

**2) Has there been any violation of, or settlement agreement related to, any wage and hour laws at the local, state or federal level during the ten (10) years prior to the submission of the bid? \***

No

**3) Does the bidder have an active and compliant Ohio Bureau of Workers Compensation insurance policy? \***

Yes

**4) Please list any license(s) issued by the Ohio Construction Industry Licensing Board that has been assigned to the bidder \***

None

**5) Have there been any legal judgments against the bidder during the last ten (10) years prior to the submission of the bid? \***

No

**6) List the relevant experience of the bidder, including the number of years in the business under its present, alias, fictitious, doing business as, and/or former business name. \***

Over 60 years

**7) Attach a complete list of all the bidder's ongoing and completed public and private construction projects within the last three (3) years, including the nature and value of each contract and the name, address, and phone number or email address for a representative of the owner of each project. \***

Perrysburg 2025 Pavement Marking, \$149,704.10, Defiance 2025 Pavement Marking, \$55,343.00, Bryan 2025 Pavement Marking, \$128,637.65

**8) Have there been any state or federal Environmental Protection Agency complaints issued against the bidder during the ten (10) years prior to the submission of the bid? \***

No

**9) Describe the management experience of the bidder's project manager(s) and superintendent(s) who will be assigned to the project \***

Multiple people in our workforce have over 10 years' experience.

**10) Is the bidder a foreign corporation not incorporated under the laws of Ohio? If yes, a Certificate of Good Standing from the Ohio Secretary of State demonstrating its right to conduct business in the State of Ohio must be attached. \***

Yes

**11) Has the bidder been debarred by any public authority in the United States during the ten (10) years prior to the submission of the bid? \***

No

**12) Provide a description of the bidder's Occupational Safety and Health Administration compliant safety program. \***

Griffin has a Safety program and follows it daily.

**13) Does the bidder have an active and compliant Ohio Drug Free Workplace policy issued by the State of Ohio? \***

Yes

**14) Provide the percentage of the bidder's workforce that has five (5) or more years of experience in their trade. \***

50

I hereby certify that, to the best of my knowledge, the provided information is true and accurate and by signing and submitting this form, I have the ability to contract on behalf of the company and understand the implications of the failure to comply with the City of Perrysburg code 252.052

**Company Name \***

Griffin Pavement Striping

**Signature \***

William Sheets

**Title \***

Estimator

**Date \***

3-23-26

## Attachments for Perrysburg Code 252.02(G) Disclosures Listed Above

Name	Omission Terms	Submitted File
Optional: Vendor is not required to complete.		
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	No bid
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	No bid
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	No bid
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	No bid
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	No bid
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	No bid
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	No bid
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	No bid
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	No bid
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	No bid
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	No bid
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	No bid
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	No bid
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	No bid
<b>14 Required Documents</b>		

## Required Document List

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Name	Omission Terms	Submitted File
Consent of Surety If providing a certified check or paper bid bond in lieu of Electronic Bid Bond	Electronically verifying Bid Bond	Xerox Scan_03262026101512.pdf
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	Xerox Scan_03262026072320.pdf
<b>2 Required Documents</b>		

**TO:** Mayor Weber  
President Rettig  
Members of City Council

**FROM:** Timothy Effler, Law Director

**RE:** Resolution 32-2026

**DATE:** April 21, 2026



### **Subject Matter/Background**

A Resolution authorizing the awarding of a bid and agreement with Crestline Paving & Excavating Co Inc., of Toledo, Ohio for pavement repair and placement on various roads in the city. This project consists of milling and resurfacing, curb replacement and other associated work on various roads throughout the City.

The cost for the project is \$1,724,792.35, with the City Engineer requesting a 5% contingency of \$86,239.62, leaving the total cost of the project at an amount not to exceed \$1,811,031.97.

### **Financial Review**

Accounts: 2223-71545-55700/4403-11755-55999

### **Legal Review**

This legislation has been reviewed and is appropriately before you.

### **Recommendation**

If City Council is in agreement, a motion to suspend the rules, waive the three readings and pass this legislation as an emergency is appropriate, as the bid award is only valid for sixty (60) days

## RESOLUTION 32-2026

A RESOLUTION AWARDING A BID AND AGREEMENT TO  
CRESTLINE PAVING & EXCAVATING CO INC. IN AN AMOUNT  
NOT TO EXCEED ONE MILLION EIGHT HUNDRED ELEVEN  
THOUSAND THIRTY-ONE DOLLARS AND NINETY-SEVEN CENTS  
(\$1,811,031.97), FOR RESURFACING ON VARIOUS CITY STREETS;  
AND DECLARING AN EMERGENCY

WHEREAS, the City of Perrysburg, Ohio solicited general contractor bids for pavement resurfacing on various streets throughout the city; and

WHEREAS, the City issued a bid package which contained all relevant specifications and requirements for the project, which acknowledged that the City was authorized to waive minor irregularities in bidding which did not affect the fairness of the process, and pursuant to which the City would accept the lowest and best bid for the required work; and

WHEREAS, the City of Perrysburg received six (6) bids and the bid received from Crestline Paving & Excavating Co Inc., of Toledo, Ohio, provided the lowest and best bid for the proposed work, and they have the equipment, expertise, personnel, and knowledge to perform the required work; and

WHEREAS, the cost for the project is One Million Seven Hundred Twenty-Four Thousand Seven Hundred Ninety-Two Dollars And Thirty-Five Cents (\$1,724,792.35), with the City Engineer requesting a five percent (5%) contingency of Eighty Six Hundred Two Hundred Thirty-Nine Dollars and Sixty Two Cents (\$86,239.62), leaving the total cost of the project at an amount not to exceed One Million Eight Hundred Eleven Thousand Thirty One Dollars and Ninety Seven Cents (\$1,811,031.97); and,

WHEREAS, the Service Committee, at its meeting held April 13, 2026, unanimously approved advancement of this bid award to City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PERRYSBURG, WOOD COUNTY, OHIO:

SECTION 1. The Mayor and Director of Finance are authorized to enter into an Agreement with Crestline Paving & Excavating Co Inc. in the amount of One Million Seven Hundred Twenty-Four Thousand Seven Hundred Ninety-Two Dollars And Thirty-Five Cents (\$1,724,792.35), as represented in Exhibit A attached hereto, and the Mayor and Director of Finance are further authorized to approve all change orders considered necessary to this project in an amount not to exceed Eighty Six Hundred Two Hundred Thirty-Nine Dollars and Sixty Two Cents (\$86,239.62),

leaving the total cost of the project at an amount not to exceed One Million Eight Hundred Eleven Thousand Thirty One Dollars and Ninety Seven Cents (\$1,811,031.97).

SECTION 2. It is found and determined that all formal actions of Council concerning or relating to the passage of this Resolution were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Perrysburg and the State of Ohio.

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Perrysburg, Wood County, Ohio, as the bid award is only valid for sixty (60) days, and shall be in full force and effect from and immediately after its passage and approval by the Mayor.

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

\_\_\_\_\_  
Mayor

PASSED \_\_\_\_\_

ATTEST: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Timothy W. Effler  
LAW DIRECTOR

## General Info

### Total:

\$1,724,792.35

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Number	Description
2026 Annual Resurfacing Program	PROJECT DESCRIPTION
<b>Deadline</b> 03/26/2026 02:00 PM EDT	This project consists of milling and resurfacing, curb replacement and other associated work of Sutton Place, Holbrook Court, Stone Creek Court, Seneca Creek Court, Indian Creek Drive, Little Creek Drive, Pauly Drive, Heilman Drive, Nora Drive-Iron Trail, Southpoint Road, Woodstream Road and Carronade Drive Multiuse Path.
<b>Vendor</b> Crestline Paving & Excavating Co Inc.	The 2023 Ohio Department of Transportation (ODOT) Construction and Materials Specifications shall be followed. Required modifications to the ODOT specifications are noted herein. City of Perrysburg Specifications and Standard Drawings shall also be adhered to where applicable and are available at the City of Perrysburg Engineering Department, 127 West Fifth Street, Perrysburg, OH 43551. State prevailing wages shall apply.
<b>Submitted</b> 03/26/2026 09:36 AM EDT	
<b>Signed by</b> Matthew C McHugh <b>Account Holder</b> Matt McHugh	All work is located within the City of Perrysburg corporation limits and is thereby eligible for City Income Tax collection.  In order to be considered responsive, the contractor and all subcontractors will need to comply with City Ordinance 08-2023 which was passed in April of 2023. A copy of the Ordinance 08-2023 is included in the attachment list.
<b>Opened</b> 03/26/2026 02:02 PM EDT <b>By</b> bthomas@ci.perrysburg.oh.us	The project will be awarded to the lowest and most responsive bidder based on the Grand Total Price of the Base Bid and any Alternatives that are accepted.  Final Completion: on or before October 31, 2026  Engineering Estimate: \$ 1,600,000.00
	<b>Allows zero unit prices and labor</b> Yes
	<b>Allows negative unit prices and labor</b> Yes

## Ordinance 08-2023 Confirmation Statement

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I confirm, in accordance with the wage and fringe benefit requirements set from in O.R.C. 4115.03(E), that my company, bidding on this City of Perrysburg project, meets the following standards (select either Yes or No):

Statement #1: The bidder provides healthcare benefits to its employees as a standard part of its compensation package and not only on projects subject to a state or federal prevailing wage requirement.

Statement #2: The bidder provides retirement benefits to its employees as a standard part of its compensation package and not only on projects subject to a state or federal prevailing wage requirement.

Statement #3: The bidder hires employees who have done one of the following:

1) Graduated from or are participating in a construction apprenticeship program certified and regulated by the State of Ohio or the U.S. Department of Labor.

2) Have at least five (5) years of documented experience in the specified field.

**Statement #1 Answer \***

Yes

**Statement #2 Answer \***

Yes

**Statement #3 Answer \***

Yes

In addition to the above, the bidder certifies they will comply with all provisions of the City of Perrysburg Code 252.052. Please refer to the copy of Ordinance 08-2023 in the attached document list for additional details.

Failure of a bidder to comply with 252.052 due to the lack of submission of the above confirmations or bidder's failure to affirmatively meet the above standards, shall result in the bidder being considered non-responsive.

**Signature \***

Rachel James

**Title \***

CEO

**Bidder Company Name \***

Crestline Paving & Excavating Co Inc

**Date \***

3/26/26

The above signature hereby certifies, by signing and submitting this form, they have the ability to contract on behalf of the company and understand the implications of the failure to comply with the City of Perrysburg code 252.052.

## Attachment List

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Ordinance 8-2023 Signed.pdf (759 KB)  
Ordinance 08-2023

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2026 Resurfacing Plans.pdf (56.1 MB)  
Plan Set

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2\_LegalNotice\_2026 resurfacing.pdf (196 KB)  
Legal Notice

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4\_InstructionstoBid 2026 resurfacing.pdf (209 KB)  
Instructions to Bidders

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5\_General Conditions 2026 resurfacing.pdf (297 KB)  
General Conditions

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6\_Specs 2026 resurfacing.pdf (617 KB)  
Specifications

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7\_Insurance Requirements 2026 resurfacing.pdf (185 KB)  
Insurance Requirements

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8\_ContractForm 2026 resurfacing.pdf (1.89 MB)  
Contract Form (for Reference only)

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# Proposal

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## BID

**Proposal of: \***

Crestline Paving & Excavating Co Inc

**(hereinafter called "Bidder"), organized and existing under the laws of the State of \***

Ohio

**doing business as \***

"a corporation"

**submitted to The City of Perrysburg (hereinafter called "Owner").**

**In compliance with the Advertisement for Bids, the Bidder hereby proposes to perform all Work for the construction of: \***

2026 Annual Resurfacing Program

**in strict accordance with the Contract Documents, within the time set forth therein, and accept as compensation therefore the sum of (in words): \***

One Million Seven Hundred Twenty-Four Thousand Seven Hundred Ninety-Two Dollars and Thirty-Five Cents

**\$ (in currency): \***

\$1,724,792.35

;however, the final amount will be controlled by the following unit prices and no payments shall exceed the total unit prices for said work. The Bidder agrees to accept the following unit prices for any addition or deductions caused by any change or alterations in the plans or specifications of the work.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to his own organization, that: 1) this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor; 2) they do not have an unresolved finding for recovery issued by the Auditor of State, in accordance with Section 9.24 of the Ohio Revised Code; and 3) they do not have an active exclusion shown in the Federal System of Award Management (SAM).

The Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to complete the project on/before the date specified. The Bidder further agrees to pay as liquidated damages, the sum of \$400 for each consecutive calendar day thereafter as provided in the General Conditions.

**The Bidder acknowledges receipt of the following Addendum (Type N/A if not applicable):**

**Addenda #: \***

None

**Addenda Date: \***

N/A

The Bidder acknowledges that 1) they have not received nor relied upon any representations or warranties of any nature whatsoever from the Owner, its officers, employees, or agents; 2) they are responsible for verifying the current prevailing wage rates and requirements according to Chapter 4114 of the Ohio Revised Code; 3) upon contract award, they will be required to sign an affidavit indicating whether or not they have delinquent personal property taxes on the General Tax List of Personal Property of Wood County, Ohio, in accordance with Section 5719.042 of the Ohio Revised Code.

In submitting this Bid, it is understood it may be withdrawn prior to the scheduled closing time for the receipt of bids, but that the Bidder may not withdraw its Bid after the actual opening thereof.

On acceptance of this Bid, the Bidder does hereby bind itself to enter into a written contract with the Owner within ten (10) days of the Notice of Award and give a Surety Bond amounting to 100% of the Contract.

**Signature: \***

Rachel James

**Address: \***

1913 Nebraska Ave

**Title: \***

CEO

**City, State, Zip: \***

Toledo, Oh 43607

**Legal Name of Bidder: \***

Crestline Paving & Excavating Co Inc

**Phone Number: \***

(419) 536-8229

**Fax Number: \***

419 536-1351

**E-mail Address \***

mmchugh@crestlinepaving.com

# Base Bid

\$1,724,792.35

Item Code	Description	Quantity	Units	Unit Price	Extension
Alternates are not included in bid total.					
203	Excavation of Subgrade	50.00	CY	\$40.00	\$2,000.00
203	Excavation	116.00	CY	\$74.00	\$8,584.00
204	Subgrade Compaction	100.00	SY	\$10.00	\$1,000.00
204	Fine Grading	1,397.00	SY	\$2.25	\$3,143.25
253	Full-Depth Pavement Repair- 4 inch	1,000.00	SY	\$44.00	\$44,000.00
254	Pavement Planing - 1.5"	44,830.00	SY	\$2.10	\$94,143.00
304	Granular Base	75.00	CY	\$75.00	\$5,625.00
407	Tack Coat	2,326.00	GA	\$3.25	\$7,559.50
411	Stabilized Crushed Aggregate	0.00	CY	\$200.00	\$0.00
441	Asphalt Concrete Surface Course, Type 1, 448 (1.5")	1,984.00	CY	\$205.00	\$406,720.00
452	6" Concrete Drive Remove & Replace (MS)	600.90	SY	\$119.00	\$71,507.10
608	Remove and Replace 4" Sidewalk & Curb Ramps	6,700.00	SF	\$11.50	\$77,050.00
608	Detectable Warning	50.00	EA	\$415.00	\$20,750.00
609	Straight Curb Remove and Replace	293.00	LF	\$46.00	\$13,478.00
					<b>Total: \$1,724,792.35</b>

Item Code	Description	Quantity	Units	Unit Price	Extension
609	Roll Curb/Curb & Gutter Remove and Replace	8,068.00	LF	\$54.25	\$437,689.00
611	Catch Basin Replace Casting, As Per Plan	40.00	EA	\$2,200.00	\$88,000.00
611	Catch Basin , Adjust to Grade	2.00	EA	\$1,225.00	\$2,450.00
611	Catch Basin, Reconstruct to Grade	1.00	EA	\$1,750.00	\$1,750.00
611	Manhole, Adjust to Grade	16.00	EA	\$1,350.00	\$21,600.00
611	Manhole, Reconstruct to Grade	1.00	EA	\$1,350.00	\$1,350.00
614	Maintaining Traffic	1.00	LS	\$24,610.00	\$24,610.00
623	Monument Assembly	1.00	EA	\$1,300.00	\$1,300.00
623	Monument Box, Adjust to Grade	46.00	EA	\$1,100.00	\$50,600.00
624	Mobilization	1.00	LS	\$6,000.00	\$6,000.00
638	Valve Box, Adjust to Grade	5.00	EA	\$950.00	\$4,750.00
653	Topsoil Berm	171.00	CY	\$91.00	\$15,561.00
653	Topsoil Furnished and Placed	60.00	CY	\$125.00	\$7,500.00
659	Topsoil, Seed & Mulch	4,019.00	SY	\$15.00	\$60,285.00
659	Repair Seeding	4,019.00	SY	\$1.50	\$6,028.50
659	Seeding and Mulcing (for Topsoil Berm)	2,046.00	SY	\$2.25	\$4,603.50
832	Temporary	1.00	LS	\$6,300.00	\$6,300.00
<b>Total:</b>					<b>\$1,724,792.35</b>

Item Code	Description	Quantity	Units	Unit Price	Extension
	Sediment and Erosion				
SPEC	Reclamite Asphalt Surface Preservation	44,830.00	SY	\$1.25	\$56,037.50
SPEC	Asphalt Drive, Remove and Replace	1,808.00	SY	\$83.50	\$150,968.00
SPEC	High-Early Concrete	100.00	CY	\$31.00	\$3,100.00
SPEC	Mailbox	50.00	EA	\$375.00	\$18,750.00
					<b>Total: \$1,724,792.35</b>

# BID GUARANTEE AND PERFORMANCE BOND

---

**KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned \***

Crestline Paving & Excavating Co Inc

**as Principal and \***

Swiss Re Corporate Solutions America Insurance Company

**as Surety, are hereby held and firmly bound unto the City of Perrysburg as Obligee in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on \***

3/26/26

**to undertake the project known as: \***

2026 Annual Resurfacing Program

**The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of (in words):**

**\$ (in currency):**

*(If the above line is left blank, the penal sum shall be the full amount of Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the Principal's bid including alternates, in dollars and cents. A percentage is not acceptable)*

**Bond Percentage**

10.00%

**Guarantee Method \***

Electronic Bid Bond

## Electronic Bid Bond

**Bond ID \***

8E1B-ED87-F01F-500D

**Surety Agency \***

SurePath

**Verify Bid Bond \***

Bid bond verification has been completed.

**Surety State \***

Illinois

**Principal \***Crestline Paving &  
Excavating Co Inc

For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successor, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above-referred project;

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event that the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal pays to the Obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, that this obligation shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal, and the Principal within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, then said contract is made part of this bond the same as through set forth herein.

NOW ALSO, if the said Principal shall well and faithfully do and perform each and every condition of such contract; and shall pay all lawful claims of subcontractors, materialmen and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said Surety on this bond.

**Principal: \***

Crestline Paving &amp; Excavating Co Inc

**By: \***

Rachel James

**Title: \***

CEO

**Surety: \***

Swiss Re Corporate Solutions America Insurance Corporation

**By (Attorney-in-Fact): \***

Amy J Forde

**Address: \***

Kansas City MO

**Agent: \***

USI Insurance Services

**Address: \***

200 N St Clair St Toledo, Oh 43604

## EXPERIENCE STATEMENT

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Bidder shall provide information regarding similar work performed including, but not limited to, project name, description, location, and contact information, and any other details that will enable the City to assess the Contractor's capabilities, experience, skills, and financial standing with regard to this proposal. This statement shall also include information showing that the Bidder:

- maintains a permanent place of business.
- has adequate facilities and equipment available for the work under the proposed contract.
- has suitable financial means to meet obligations incidental to the proposed contract.
- has appropriate technical experience and possesses sufficient skills and experience.
- has the ability or resources available to make all repairs and adjustments that may be required on the equipment to be used under the proposed contract.

### Response to the above: \*

Crestline has maintained its place of business for over 52 years.  
All required equipment will be owned by Crestline.  
Financial reports available upon award.  
Crestline has completed numerous similar projects for this owner and various others over the 52 years we have been in business.  
Crestline employs full time mechanics and fabricators to maintain our fleet.

### If Bidder is Corporation, list Officers, type N/A if not applicable:

**Name: \***

Rachel James

**Title: \***

CEO

### If Bidder is Corporation, list Officers, type N/A if not applicable: 1

**Name: \***

Christopher L James

**Title: \***

President

### If Bidder is Corporation, list Officers, type N/A if not applicable: 2

**Name: \***

Matthew C McHugh

**Title: \***

Vice President

**If Bidder is Partnership, list Members, type N/A if not applicable:**

**Name: \***

N/A

**Title: \***

N/A

## LIST OF SUBCONTRACTORS

---

**Bidder shall provide the names, addresses, and type of work (Item No. or Description, if applicable) which the Bidder proposes to subcontract under this Contract.**

**Name: \***

Smith Paving

**Address: \***

4426 Old State Rd N Norwalk, Oh, 44857

**Type of Work: \***

Concrete

By signing below, the bidder certifies that, they will require the proposed subcontractors listed above and any subcontractors to those subcontractors to meet the requirements of the City of Perrysburg code 252.052. Failure to ensure a proposed subcontractor listed above or any subcontractor to those subcontractors will result in debarment from City contracts for a period of three (3) years.

**Signed By: \***

Rachel James

**Title \***

CEO

**Company \***

Crestline Paving & Excavating Co Inc

**Date \***

3/26/26

# NONCOLLUSION AFFIDAVIT

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**STATE OF: \***

Ohio

**COUNTY OF: \***

Lucas

**Bid Identification \***

2026 Annual Resurfacing Program

**Bidder's Name \***

Rachel James

**, being first dually sworn, deposes and says that he is:**

\*

other

**Enter response if "other" was selected**

CEO

**of (company name): \***

Crestline Paving & Excavating Co Inc.

the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and further that said bidder has not, directly or indirectly submitted his bid price on any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

**Signed: \***

Rachel James

**Title: \***

CEO

## **SUBSTITUTIONS/OPTIONS FORM**

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Optional: Vendor is not required to complete.

**Any substitutions, deletions, additions, or deviations to the minimum specifications must be shown on this form and attached to the proposal forms in order to be considered as part of the bid. The City reserves the right to accept or reject any and all substitutions or optional bids. \***

No bid

## PREVAILING WAGE RESPONSIBILITIES

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Keep full and accurate payroll records available for inspection for up to one (1) year following the completion of the project. Owners/partners must be shown on payrolls for any physical work they perform on the job.

- A. time records
- B. payroll records including canceled checks
- C. fringe benefit records including canceled check

Prevailing Wage Determination must be posted on the project site.

Supply Perrysburg Prevailing Wage Coordinator with dates of the life of the contract and a listing of all subcontractors to include the name, address, and telephone number of each.

Supply each employee with written notification of his assigned job classification, hourly prevailing wage rate and fringe payments, and identity of the Prevailing Wage Coordinator for the project.

Supply all subcontractors with any changes in the Prevailing Wage rates issued during the life of the project.

Out-of-State contractors must submit to the Ohio Secretary of State, the full name and address of their Statutory Agent in Ohio.

Submit certified payrolls starting no later two (2) weeks after the initial pay period. Insure all payrolls include the following:

- A. Employees full name, address, and social security number
- B. Work classification
  - (1) Be specific when listing laborers and operators
  - (2) Show level/year for all apprentices
- C. Hours worked on the project
  - (1) As of May 1, 1984, overtime is to be paid at not less than time and one-half for all hours worked in excess of forty (40) hours per week.
- D. Hourly rate of pay

Actual hourly rate paid employee for the time worked. Overtime hourly rate of not less than time and one-half the basic or regular rate paid is required under Chapter 4115. In addition to paying not less than the predetermined rate for the classification in which the employee works, the amounts predetermined as fringe benefits in the wage determination issued for the project, shall also be paid.

(Sample calculation:  $\$12.82$  (base rate)  $\times 1 \frac{1}{2} = \$19.25 + \$1.70$  (fringe payments) =  $\$20.93$ ). Fringe payments must be entered in appropriate blocks on payroll forms when such fringes are paid to approved plans, funds, etc.

- E. List all fringe benefits (if any) and amount per hour for each
  - (1) Hourly amount is to be based on 2080 hours per year.
- F. Total deductions
- G. Net pay for the pay period

Send a copy of Apprenticeship Agreement for each apprentice and a Final Affidavit to:

**Perrysburg Prevailing Wage Coordinator**

**201 West Indiana Avenue**

**Perrysburg, OH 43551**

**(419) 872-7880**

**dbombrys@ci.perrysburg.oh.us**

**STATE OF OHIO PREVAILING WAGE RATES ARE AVAILABLE ON-LINE AT THE FOLLOWING WEBSITE:**

Ohio Department of Commerce (<http://www.com.ohio.gov/laws/>)

## Perrysburg Code 252.02(G) Disclosures

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**1) Has there been any safety violations or settlement agreements between the bidder and the Occupational Safety & Health Administration or a state based agency of similar jurisdiction during the ten (10) year prior to the submission of the bid? \***

No

**2) Has there been any violation of, or settlement agreement related to, any wage and hour laws at the local, state or federal level during the ten (10) years prior to the submission of the bid? \***

No

**3) Does the bidder have an active and compliant Ohio Bureau of Workers Compensation insurance policy? \***

Yes

**4) Please list any license(s) issued by the Ohio Construction Industry Licensing Board that has been assigned to the bidder \***

ODOT Prequalification

**5) Have there been any legal judgments against the bidder during the last ten (10) years prior to the submission of the bid? \***

No

**6) List the relevant experience of the bidder, including the number of years in the business under its present, alias, fictitious, doing business as, and/or former business name. \***

Crestline has been in business for over 52 years and has competed numerous similar projects for this owner and various others.

**7) Attach a complete list of all the bidder's ongoing and completed public and private construction projects within the last three (3) years, including the nature and value of each contract and the name, address, and phone number or email address for a representative of the owner of each project. \***

See Attached

**8) Have there been any state or federal Environmental Protection Agency complaints issued against the bidder during the ten (10) years prior to the submission of the bid? \***

No

**9) Describe the management experience of the bidder's project manager(s) and superintendent(s) who will be assigned to the project \***

All current project managers have a minimum of 30 years experience and superintendents have a minimum of 15 years experience.

**10) Is the bidder a foreign corporation not incorporated under the laws of Ohio? If yes, a Certificate of Good Standing from the Ohio Secretary of State demonstrating its right to conduct business in the State of Ohio must be attached. \***

No

**11) Has the bidder been debarred by any public authority in the United States during the ten (10) years prior to the submission of the bid? \***

No

**12) Provide a description of the bidder's Occupational Safety and Health Administration compliant safety program. \***

Crestline complies with all OSHA safety requirements. A copy of our program is available upon further request.

**13) Does the bidder have an active and compliant Ohio Drug Free Workplace policy issued by the State of Ohio? \***

Yes

**14) Provide the percentage of the bidder's workforce that has five (5) or more years of experience in their trade. \***

95

I hereby certify that, to the best of my knowledge, the provided information is true and accurate and by signing and submitting this form, I have the ability to contract on behalf of the company and understand the implications of the failure to comply with the City of Perrysburg code 252.052

**Company Name \***

Crestline Paving & Excavating Co Inc

**Signature \***

Rachel James

**Title \***

CEO

**Date \***

3/26/26

## Attachments for Perrysburg Code 252.02(G) Disclosures Listed Above

Name	Omission Terms	Submitted File
Optional: Vendor is not required to complete.		
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	5 yr completed projects.pdf
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	perrysburg 2026 resurf bond.pdf
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	I am not enclosing this document because the omission terms have been met.
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	I am not enclosing this document because the omission terms have been met.
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	I am not enclosing this document because the omission terms have been met.
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Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	I am not enclosing this document because the
<b>14 Required Documents</b>		

Name	Omission Terms	Submitted File
		omission terms have been met.
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	I am not enclosing this document because the omission terms have been met.
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	I am not enclosing this document because the omission terms have been met.
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	I am not enclosing this document because the omission terms have been met.
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Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	I am not enclosing this document because the omission terms have been met.
<b>14 Required Documents</b>		

## Required Document List

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Name	Omission Terms	Submitted File
Consent of Surety If providing a certified check or paper bid bond in lieu of Electronic Bid Bond	Electronically verifying Bid Bond	I am not enclosing this document because the omission terms have been met.
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	I am not enclosing this document because the omission terms have been met.
<b>2 Required Documents</b>		

**TO:** Mayor Weber  
President Rettig  
Members of City Council

**FROM:** Timothy W. Effler, Law Director

**RE:** Resolution 33-2026

**DATE:** April 21, 2026



### **Subject Matter/Background**

A Resolution awarding a bid and agreement with M&M Foamworks, LLC for sidewalk lifting and repair for the 2026 Sidewalk Program.

This project consists of repairing City sidewalks by lifting or grinding any City sidewalk section identified as needing repair, or by fully replacing sections that are beyond the repair specifications. The project has been budgeted at \$200,000. M&M Foamworks will provide these services on an as-needed basis until the project allotment has been exhausted according to the following price schedule:

Sidewalk Lift - \$5.50  
Sidewalk Grind - \$4.00  
Remove and Replace - \$18.00

### **Financial Review**

Account: 4403-11755-55999

### **Legal Review**

This legislation has been reviewed and is appropriately before you.

### **Recommendation**

If City Council is in agreement, a motion to suspend the rules, waive the three readings and pass this legislation as an emergency is appropriate, as the bid award is only valid for sixty (60) days.

## RESOLUTION 33-2026

### A RESOLUTION AWARDING A BID AND AGREEMENT WITH M&M FOAMWORKS, LLC NOT TO EXCEED TWO HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$200,000.00) FOR THE 2026 SIDEWALK PROGRAM; AND DECLARING AN EMERGENCY

WHEREAS, the City of Perrysburg, Ohio solicited general contractor bids for its 2026 Sidewalk program, and the City issued a bid package which contained all relevant specifications and requirements for the program, which acknowledged that the City was authorized to waive minor irregularities in bidding which did not affect the fairness of the process, and pursuant to which the City would accept the lowest and best bid for the required work; and,

WHEREAS, M&M Foamworks, LLC provided the only bid for the proposed work, and it has the equipment, expertise, personnel, and knowledge to perform the required work; and,

WHEREAS, M&M Foamworks, LLC has supplied a pricing schedule for lifting, grinding, and removal and replacement; and,

WHEREAS, due to the amount of work and the amount of sidewalk in the City, M&M Foamworks, LLC will provide these services on an as-needed basis until the allotted project amount has been exhausted; and,

WHEREAS, M&M Foamworks, LLC has provided similar work for the City during its 2023, 2024 and 2025 Sidewalk Programs; and,

WHEREAS, the cost of the project is not to exceed Two Hundred Thousand Dollars and Zero Cents (\$200,000.00); and,

WHEREAS, the Service Committee, at its meeting held April 13, 2026, unanimously approved advancement of this Agreement to City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PERRYSBURG, WOOD COUNTY, OHIO:

SECTION 1. The City Council authorizes the award of the Bid for the sidewalk lifting and repair portion of the 2026 Sidewalk Program to M&M Foamworks, LLC; and, the Mayor and Director of Finance are authorized to execute an Agreement with M&M Foamworks, LLC for the 2026 Sidewalk Program in an amount not to exceed Two Hundred Thousand Dollars and Zero Cents

(\$200,000.00), as outlined in the quote attached hereto and incorporated herein as Exhibit A.

SECTION 2. It is found and determined that all formal actions of Council concerning or relating to the passage of this Resolution were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Perrysburg and the State of Ohio.

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Perrysburg, Wood County, Ohio, as the bid award is only valid for sixty (60) days, and shall be in full force and effect from and immediately after its passage and approval by the Mayor.

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

\_\_\_\_\_  
Mayor

PASSED \_\_\_\_\_

ATTEST: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Timothy W. Effler  
LAW DIRECTOR

## General Info

### Total:

\$27.50

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<b>Number</b>	<b>Description</b>
Perrysburg 2026 Sidewalk Program	Perrysburg 2026 Sidewalk Program
<b>Deadline</b> 03/26/2026 02:00 PM EDT	This project consists of repairing City sidewalks by lifting, leveling or grinding of any City sidewalk section that has been identified in need of repair or fully replacing sections that are beyond the repair specifications.
<b>Vendor</b> FoamWork Solutions	The project will be awarded to the lowest and most responsive bidder based on the Grand Total Price of the Base Bid.
<b>Submitted</b> 03/26/2026 10:07 AM EDT	As part of the 2025 Sidewalk Program approximately 31,100 sf of sidewalk was lifted, 2,500 sf of sidewalk was replaced and 640 lf of sidewalk was ground down.
<b>Signed by</b> Jesse Miller <b>Account Holder</b> Jesse Miller	Engineering Estimate for the entire project: \$ 200,000
<b>Opened</b> 03/26/2026 02:03 PM EDT	<b>Allows zero unit prices and labor</b> Yes
<b>By</b> bthomas@ci.perrysburg.oh.us	<b>Allows negative unit prices and labor</b> Yes

## Ordinance 08-2023 Confirmation Statement

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I confirm, in accordance with the wage and fringe benefit requirements set from in O.R.C. 4115.03(E), that my company, bidding on this City of Perrysburg project, meets the following standards (select either Yes or No):

### Statement #1

The bidder provides healthcare benefits to its employees as a standard part of its compensation package and not only on projects subject to a state or federal prevailing wage requirement.

### Statement #2

The bidder provides retirement benefits to its employees as a standard part of its compensation package and not only on projects subject to a state or federal prevailing wage requirement.

### Statement #3

The bidder hires employees who have done one of the following:

1) Graduated from or are participating in a construction apprenticeship program certified and regulated by the State of Ohio or the U.S. Department of Labor.

2) Have at least five (5) years of documented experience in the specified field.

### Statement #1 Answer \*

Yes

### Statement #2 Answer \*

Yes

### Statement #3 Answer \*

Yes

In addition to the above, the bidder certifies they will comply with all provisions of the City of Perrysburg Code 252.052. Please refer to the copy of Ordinance 08-2023 in the attached document list for additional details.

Failure of a bidder to comply with 252.052 due to the lack of submission of the above confirmations or bidder's failure to affirmatively meet the above standards, shall result in the bidder being considered non-responsive.

### Signature \*

Jesse Miller

### Title \*

Owner

### Bidder Company Name \*

M&M Foamworks, LLC

**Date \***

3/23/2026

The above signature hereby certifies, by signing and submitting this form, they have the ability to contract on behalf of the company and understand the implications of the failure to comply with the City of Perrysburg code 252.052.

## Attachment List

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Ordinance 8-2023 Signed.pdf (759 KB)  
Ordinance 08-2023

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Scope.pdf (29.8 KB)  
Scope of Work

---

Sidewalk Criteria.pdf (50.4 KB)  
Sidewalk Criteria

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3\_LegalNotice\_sidewalk 2026.pdf (196 KB)  
Legal Notice

---

04 Insurance Requirements.pdf (115 KB)  
Insurance Requirements

---

05\_Specs\_sidewalk 2026.pdf (411 KB)  
Specifications

---

7\_InstructionstoBid-sidewalk 2026.pdf (209 KB)  
Instructions to Bidders

---

08 General Conditions.pdf (306 KB)  
General Conditions

---

10\_ContractForm\_sidewalk 2026.pdf (1.8 MB)  
Contract Forms (For Reference Only)

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# Proposal

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## BID

**Proposal of: \***

M&M Foamworks, LLC

**(hereinafter called "Bidder"), organized and existing under the laws of the State of \***

Ohio

**doing business as \***

"a corporation"

**submitted to The City of Perrysburg (hereinafter called "Owner").**

**In compliance with the Advertisement for Bids, the Bidder hereby proposes to perform all Work for the construction of: \***

Perrysburg 2026 Sidewalk Program

**in strict accordance with the Contract Documents, within the time set forth therein, and accept as compensation therefore the sum of (in words): \***

two hundred thousand dollars

**\$ (in currency): \***

\$200,000.00

;however, the final amount will be controlled by the following unit prices and no payments shall exceed the total unit prices for said work. The Bidder agrees to accept the following unit prices for any addition or deductions caused by any change or alterations in the plans or specifications of the work.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to his own organization, that: 1) this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor; 2) they do not have an unresolved finding for recovery issued by the Auditor of State, in accordance with Section 9.24 of the Ohio Revised Code; and 3) they do not have an active exclusion shown in the Federal System of Award Management (SAM).

The Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to complete the project on/before the date specified. The Bidder further agrees to pay as liquidated damages, the sum of \$400 for each consecutive calendar day thereafter as provided in the General Conditions.

**The Bidder acknowledges receipt of the following Addendum (Type N/A if not applicable):**

**Addenda #: \***

NA

**Addenda Date: \***

NA

The Bidder acknowledges that 1) they have not received nor relied upon any representations or warranties of any nature whatsoever from the Owner, its officers, employees, or agents; 2) they are responsible for verifying the current prevailing wage rates and requirements according to Chapter 4114 of the Ohio Revised Code; 3) upon contract award, they will be required to sign an affidavit indicating whether or not they have delinquent personal property taxes on the General Tax List of Personal Property of Wood County, Ohio, in accordance with Section 5719.042 of the Ohio Revised Code.

In submitting this Bid, it is understood it may be withdrawn prior to the scheduled closing time for the receipt of bids, but that the Bidder may not withdraw its Bid after the actual opening thereof.

On acceptance of this Bid, the Bidder does hereby bind itself to enter into a written contract with the Owner within ten (10) days of the Notice of Award and give a Surety Bond amounting to 100% of the Contract.

**Signature: \***

Jesse Miller

**Address: \***

700 W Boundary Suite A

**Title: \***

Owner

**City, State, Zip: \***

Perrysburg, OH 43551

**Legal Name of Bidder: \***

M&M Foamworks, LLC

**Phone Number: \***

(419) 215-5353

**Fax Number: \***

NA

**E-mail Address \***

jesse@fwslift.com

# Base Bid

\$27.50

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Item Code	Description	Quantity	Units	Unit Price	Extension
Alternates are not included in bid total.					
SP	Lift Sidewalk Section	1.00	SF	\$5.50	\$5.50
SP	Grind Sidewalk Section	1.00	SF	\$4.00	\$4.00
SP	Remove and Replace Sidewalk Section	1.00	SF	\$18.00	\$18.00
					<b>Total: \$27.50</b>

# BID GUARANTEE AND PERFORMANCE BOND

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**KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned \***

M&M Foamworks LLC

**as Principal and \***

Arch Insurance Company

**as Surety, are hereby held and firmly bound unto the City of Perrysburg as Obligee in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on \***

City of Perrysburg

**to undertake the project known as: \***

Perrysburg 2026 Sidewalk Program

**The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of (in words):**

ten percent of the amount bid or

**\$ (in currency):**

\$20,000.00

*(If the above line is left blank, the penal sum shall be the full amount of Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the Principal's bid including alternates, in dollars and cents. A percentage is not acceptable)*

**Bond Percentage**

10.00%

**Guarantee Method \***

Certified Check or Paper Bid  
Bond

## **Certified Check or Paper Bid Bond**

### **Confirmation \***

I have provided a paper bid bond and uploaded the Consent of Surety to the Required Documents List at the bottom of the solicitation forms. I further agree to submit the original Bid Bond to The City of Perrysburg Engineering Department within three (3) business days, if found to be the Apparent Low Bidder.

For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successor, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above-referred project;

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event that the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal pays to the Obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, that this obligation shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal, and the Principal within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, then said contract is made part of this bond the same as through set forth herein.

NOW ALSO, if the said Principal shall well and faithfully do and perform each and every condition of such contract; and shall pay all lawful claims of subcontractors, materialmen and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said Surety on this bond.

**Principal: \***

M&M Foamworks LLC

**By: \***

Jesse Miller

**Title: \***

Owner

**Surety: \***

Arch Insurance Company

**By (Attorney-in-Fact): \***

Gary T Eastman

**Address: \***

Three Parkway - 1601 Cherry St. Suite 1500 Philadelphia PA 19102

**Agent: \***

Gary T Eastman

**Address: \***

Three Parkway - 1601 Cherry St. Suite 1500 Philadelphia PA 19102

## EXPERIENCE STATEMENT

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Bidder shall provide information regarding similar work performed including, but not limited to, project name, description, location, and contact information, and any other details that will enable the City to assess the Contractor's capabilities, experience, skills, and financial standing with regard to this proposal. This statement shall also include information showing that the Bidder:

- maintains a permanent place of business.
- has adequate facilities and equipment available for the work under the proposed contract.
- has suitable financial means to meet obligations incidental to the proposed contract.
- has appropriate technical experience and possesses sufficient skills and experience.
- has the ability or resources available to make all repairs and adjustments that may be required on the equipment to be used under the proposed contract.

### Response to the above: \*

Foamworks has a permanent place of business at 700 W. Boundary Suite A, Perrysburg, Ohio 43551. We have completed the City Sidewalk Program for the City of Perrysburg in 2025, 2024, 2023, 2022, 2021 and 2020. Foamworks has the financial means, experience, skills, and equipment need to completed the 2026 City Sidewalk Repair Program.

City of Perrysburg Sidewalk Programs (2025, 2024, 2023, 2022, 2021, 2020)

### If Bidder is Corporation, list Officers, type N/A if not applicable:

**Name: \***

Jesse Miller

**Title: \***

Owner

### If Bidder is Partnership, list Members, type N/A if not applicable:

**Name: \***

Thomas McNamee

**Title: \***

Owner

## LIST OF SUBCONTRACTORS

---

**Bidder shall provide the names, addresses, and type of work (Item No. or Description, if applicable) which the Bidder proposes to subcontract under this Contract.**

**Name: \***

Varga Custom Concrete

**Address: \***

259 S Manor Ct. Oak Harbor, OH 43449

**Type of Work: \***

Concrete Removal and Replacement

By signing below, the bidder certifies that, they will require the proposed subcontractors listed above and any subcontractors to those subcontractors to meet the requirements of the City of Perrysburg code 252.052. Failure to ensure a proposed subcontractor listed above or any subcontractor to those subcontractors will result in debarment from City contracts for a period of three (3) years.

**Signed By: \***

Jesse Miller

**Title \***

Owner

**Company \***

M&M Foamworks, LLC

**Date \***

3/23/2026

# NONCOLLUSION AFFIDAVIT

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**STATE OF: \***

Ohio

**COUNTY OF: \***

Wood

**Bid Identification \***

Perrysburg 2026 Sidewalk Program

**Bidder's Name \***

M&M Foamworks, LLC

**, being first dually sworn, deposes and says that he is:**

\*

partner

**Enter response if "other" was selected**

**of (company name): \***

FoamWorks Concrete Leveling

the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and further that said bidder has not, directly or indirectly submitted his bid price on any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

**Signed: \***

Jesse Miller

**Title: \***

Owner

# **SUBSTITUTIONS/OPTIONS FORM**

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Optional: Vendor is not required to complete.

**Any substitutions, deletions, additions, or deviations to the minimum specifications must be shown on this form and attached to the proposal forms in order to be considered as part of the bid. The City reserves the right to accept or reject any and all substitutions or optional bids. \***

No Bid

## PREVAILING WAGE RESPONSIBILITIES

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Keep full and accurate payroll records available for inspection for up to one (1) year following the completion of the project. Owners/partners must be shown on payrolls for any physical work they perform on the job.

- A. time records
- B. payroll records including canceled checks
- C. fringe benefit records including canceled check

Prevailing Wage Determination must be posted on the project site.

Supply Perrysburg Prevailing Wage Coordinator with dates of the life of the contract and a listing of all subcontractors to include the name, address, and telephone number of each.

Supply each employee with written notification of his assigned job classification, hourly prevailing wage rate and fringe payments, and identity of the Prevailing Wage Coordinator for the project.

Supply all subcontractors with any changes in the Prevailing Wage rates issued during the life of the project.

Out-of-State contractors must submit to the Ohio Secretary of State, the full name and address of their Statutory Agent in Ohio.

Submit certified payrolls starting no later two (2) weeks after the initial pay period. Insure all payrolls include the following:

- A. Employees full name, address, and social security number
- B. Work classification
  - (1) Be specific when listing laborers and operators
  - (2) Show level/year for all apprentices
- C. Hours worked on the project
  - (1) As of May 1, 1984, overtime is to be paid at not less than time and one-half for all hours worked in excess of forty (40) hours per week.
- D. Hourly rate of pay

Actual hourly rate paid employee for the time worked. Overtime hourly rate of not less than time and one-half the basic or regular rate paid is required under Chapter 4115. In addition to paying not less than the predetermined rate for the classification in which the employee works, the amounts predetermined as fringe benefits in the wage determination issued for the project, shall also be paid.

(Sample calculation:  $\$12.82$  (base rate)  $\times 1 \frac{1}{2} = \$19.25 + \$1.70$  (fringe payments) =  $\$20.93$ ). Fringe payments must be entered in appropriate blocks on payroll forms when such fringes are paid to approved plans, funds, etc.

- E. List all fringe benefits (if any) and amount per hour for each
  - (1) Hourly amount is to be based on 2080 hours per year.
- F. Total deductions
- G. Net pay for the pay period

Send a copy of Apprenticeship Agreement for each apprentice and a Final Affidavit to:

**Perrysburg Prevailing Wage Coordinator**

**201 West Indiana Avenue**

**Perrysburg, OH 43551**

**(419) 872-7880**

**dbombrys@ci.perrysburg.oh.us**

**STATE OF OHIO PREVAILING WAGE RATES ARE AVAILABLE ON-LINE AT THE FOLLOWING WEBSITE:**

Ohio Department of Commerce (<http://www.com.ohio.gov/laws/>)

## Perrysburg Code 252.02(G) Disclosures

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**1) Has there been any safety violations or settlement agreements between the bidder and the Occupational Safety & Health Administration or a state based agency of similar jurisdiction during the ten (10) year prior to the submission of the bid? \***

No

**2) Has there been any violation of, or settlement agreement related to, any wage and hour laws at the local, state or federal level during the ten (10) years prior to the submission of the bid? \***

No

**3) Does the bidder have an active and compliant Ohio Bureau of Workers Compensation insurance policy? \***

Yes

**4) Please list any license(s) issued by the Ohio Construction Industry Licensing Board that has been assigned to the bidder \***

NA

**5) Have there been any legal judgments against the bidder during the last ten (10) years prior to the submission of the bid? \***

No

**6) List the relevant experience of the bidder, including the number of years in the business under its present, alias, fictitious, doing business as, and/or former business name. \***

See Attached

**7) Attach a complete list of all the bidder's ongoing and completed public and private construction projects within the last three (3) years, including the nature and value of each contract and the name, address, and phone number or email address for a representative of the owner of each project. \***

See Attached

**8) Have there been any state or federal Environmental Protection Agency complaints issued against the bidder during the ten (10) years prior to the submission of the bid? \***

No

**9) Describe the management experience of the bidder's project manager(s) and superintendent(s) who will be assigned to the project \***

See Attached

**10) Is the bidder a foreign corporation not incorporated under the laws of Ohio? If yes, a Certificate of Good Standing from the Ohio Secretary of State demonstrating its right to conduct business in the State of Ohio must be attached. \***

No

**11) Has the bidder been debarred by any public authority in the United States during the ten (10) years prior to the submission of the bid? \***

No

**12) Provide a description of the bidder's Occupational Safety and Health Administration compliant safety program. \***

See Attached

**13) Does the bidder have an active and compliant Ohio Drug Free Workplace policy issued by the State of Ohio? \***

No

**14) Provide the percentage of the bidder's workforce that has five (5) or more years of experience in their trade. \***

80%

I hereby certify that, to the best of my knowledge, the provided information is true and accurate and by signing and submitting this form, I have the ability to contract on behalf of the company and understand the implications of the failure to comply with the City of Perrysburg code 252.052

**Company Name \***

M&M Foamworks, LLC

**Signature \***

Jesse Miller

**Title \***

Owner

**Date \***

3/23/26

## Attachments for Perrysburg Code 252.02(G) Disclosures Listed Above

Name	Omission Terms	Submitted File
Optional: Vendor is not required to complete.		
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	I am not enclosing this document because the omission terms have been met.
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	I am not enclosing this document because the omission terms have been met.
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	Worker Comp Cert..pdf
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	I am not enclosing this document because the omission terms have been met.
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	I am not enclosing this document because the omission terms have been met.
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	Work Experience.pdf
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	Work History.pdf
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	I am not enclosing this document because the omission terms have been met.
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	Project Management
<b>14 Required Documents</b>		

Name	Omission Terms	Submitted File
		Team.pdf
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	I am not enclosing this document because the omission terms have been met.
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	I am not enclosing this document because the omission terms have been met.
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	FCL Safety Manual.pdf
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	I am not enclosing this document because the omission terms have been met.
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	I am not enclosing this document because the omission terms have been met.
<b>14 Required Documents</b>		

## Required Document List

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Name	Omission Terms	Submitted File
Consent of Surety If providing a certified check or paper bid bond in lieu of Electronic Bid Bond	Electronically verifying Bid Bond	Signed - MM Foamworks - Perrysburg bid bond.pdf
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	I am not enclosing this document because the omission terms have been met.
<b>2 Required Documents</b>		

**TO:** Mayor Weber  
President Rettig  
Members of City Council

**FROM:** Timothy W. Effler, Law Director

**RE:** Resolution 34-2026

**DATE:** April 21, 2026



### **Subject Matter/Background**

The City of Perrysburg, Ohio is developing a multi-use path along W. Boundary Street within the existing right-of-way of the street. The City entered into a local project authority (LPA) agreement with the Ohio Department of Transportation (ODOT) in which ODOT will contribute 80% of the construction costs up to \$788,722.00.

This Resolution authorizes the Mayor and Director of Finance to enter into an Agreement with Gerken Paving, Inc. of Napoleon, Ohio, in the amount of and One Million Eighty-Two Thousand Seven Hundred Seventy-Four Dollars and Ninety-Five Cents (\$1,082,774.95) of which Two Hundred Ninety-Four Thousand Fifty-Two Dollars And Ninety-Five Cents (\$294,052.95) will be paid by the City of Perrysburg, the rest to be paid for by the Ohio Department of Transportation (ODOT), and the Mayor and Director of Finance are further authorized to approve all change orders considered necessary to this project in an amount not to exceed One Hundred Eight Thousand Two Hundred Seventy-Seven Dollars and Fifty Cents (\$108,277.50) for a total project amount not to exceed Four Hundred Two Thousand Three Hundred Thirty Dollars and Forty-Five Cents (\$402,330.45).

### **Financial Review**

Account: 4403-11755-55999

### **Legal Review**

This legislation has been reviewed and is appropriately before you.

### **Recommendation**

If City Council is in agreement, a motion to suspend the rules, waive the three readings and pass this legislation as an emergency is appropriate.

## RESOLUTION 34-2026

A RESOLUTION AUTHORIZING AN AGREEMENT WITH GERKEN PAVING, INC. IN AN AMOUNT OF ONE MILLION ONE HUNDRED NINETY-ONE THOUSAND FIFTY-TWO DOLLARS AND FORTY-FIVE CENTS (\$1,191,052.45) FOR CONSTRUCTION OF WEST BOUNDARY MULTI-USE PATH (ODOT PID 117684); AND DECLARING AN EMERGENCY

WHEREAS, the City of Perrysburg, Ohio, is developing a multi-use path along W. Boundary Street within the existing right-of-way of the street; and,

WHEREAS, the City entered into a local project authority (LPA) agreement with the Ohio Department of Transportation (ODOT) in which ODOT will contribute 80% of the construction costs up to Seven Hundred Eighty-Eight Thousand Seven Hundred Twenty-Two Dollars and Zero Cents (\$788,722.00); and,

WHEREAS, the City issued a bid package which contained all relevant specifications and requirements for the project, which acknowledged that the City was authorized to waive minor irregularities in bidding which did not affect the fairness of the process, and pursuant to which the City would accept the lowest and best bid for the required work; and,

WHEREAS, the City of Perrysburg received four (4) bids and the bid received from Gerken Paving, Inc. of Napoleon, Ohio provided the lowest and best bid for the proposed work, and they have the equipment, expertise, personnel, and knowledge to perform the required work; and,

WHEREAS, the cost for the project is One Million Eighty-Two Thousand Seven Hundred Seventy-Four Dollars and Ninety-Five Cents (\$1,082,774.95), with the City Engineer requesting a ten percent (10%) contingency of One Hundred Eight Thousand Two Hundred Seventy-Seven Dollars and Fifty Cents (\$108,277.50), leaving the total cost of the project at an amount not to exceed One Million One Hundred Ninety-One Thousand Fifty-Two Dollars and Forty-Five Cents (\$1,191,052.45); and,

WHEREAS, the Service Committee, at its meeting held April 13, 2026, unanimously approved advancement of this bid award to City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PERRYSBURG, WOOD COUNTY, OHIO:

SECTION 1. The Mayor and Director of Finance are authorized to enter into an Agreement with Gerken Paving, Inc. of Napoleon, Ohio, in the amount of and One

Million Eighty-Two Thousand Seven Hundred Seventy-Four Dollars and Ninety-Five Cents (\$1,082,774.95) as represented in Exhibit A attached hereto, of which Two Hundred Ninety-Four Thousand Fifty-Two Dollars And Ninety-Five Cents (\$294,052.95) will be paid by the City of Perrysburg, the rest to be paid for by the Ohio Department of Transportation (ODOT), as represented in Exhibit B, and the Mayor and Director of Finance are further authorized to approve all change orders considered necessary to this project in an amount not to exceed One Hundred Eight Thousand Two Hundred Seventy-Seven Dollars and Fifty Cents (\$108,277.50) for a total project amount not to exceed Four Hundred Two Thousand Three Hundred Thirty Dollars and Forty-Five Cents (\$402,330.45).

SECTION 2. It is found and determined that all formal actions of Council concerning or relating to the passage of this Resolution were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Perrysburg and the State of Ohio.

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Perrysburg, Wood County, Ohio, as the bid award is only valid for sixty (60) days, and shall be in full force and effect from and immediately after its passage and approval by the Mayor.

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

\_\_\_\_\_  
Mayor

PASSED \_\_\_\_\_

ATTEST: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Timothy W. Effler  
LAW DIRECTOR

## General Info

### Total:

\$1,082,774.95

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Number	Description
WOO SR25 MUP	
<b>Deadline</b> 03/26/2026 02:00 PM EDT	This project will construct a ten (10) foot wide multi-use path along the west side of State Route 25 (N Dixie Highway/West Boundary Street) from the I-475 Interchange to the existing multi-use path along State Route 65. The project includes all necessary and related work such as: paving, earthwork, aggregate base, restoration, clearing, and other related items.
<b>Vendor</b> Gerken Paving, Inc.	The 2023 Ohio Department of Transportation (ODOT) Construction and Materials Specifications shall be followed. Required modifications to the ODOT specifications are noted herein. City of Perrysburg Specifications and Standard Drawings shall also be adhered to where applicable and are available at the City of Perrysburg Engineering Department, 127 West Fifth Street, Perrysburg, OH 43551. Federal prevailing wages shall apply.
<b>Submitted</b> 03/26/2026 01:22 PM EDT	
<b>Signed by</b> Kevin Ash <b>Account Holder</b> Kevin Ash	The SBE goal for this project is 6%.
<b>Opened</b> 03/26/2026 02:00 PM EDT	In order to be considered responsive, the contractor and all subcontractors will need to comply with City Ordinance 08-2023 which was passed in April of 2023. A copy of the Ordinance 08-2023 is included in the attachment list.
<b>By</b> bthomas@ci.perrysburg.oh.us	Final Completion: On or before October 15, 2026
	Engineering Estimate for the entire project: \$1,020,000
	Date of Authorization: February 9, 2026
	<b>Allows zero unit prices and labor</b> Yes
	<b>Allows negative unit prices and labor</b> Yes

## Ordinance 08-2023 Confirmation Statement

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I confirm, in accordance with the wage and fringe benefit requirements set from in O.R.C. 4115.03(E), that my company, bidding on this City of Perrysburg project, meets the following standards (select either Yes or No):

Statement #1: The bidder provides healthcare benefits to its employees as a standard part of its compensation package and not only on projects subject to a state or federal prevailing wage requirement.

Statement #2: The bidder provides retirement benefits to its employees as a standard part of its compensation package and not only on projects subject to a state or federal prevailing wage requirement.

Statement #3: The bidder hires employees who have done one of the following: 1) Graduated from or are participating in a construction apprenticeship program certified and regulated by the State of Ohio or the U.S. Department of Labor. 2) Have at least five (5) years of documented experience in the specified field.

**Statement #1 Answer \***

Yes

**Statement #2 Answer \***

Yes

**Statement #3 Answer \***

Yes

In addition to the above, the bidder certifies they will comply with all provisions of the City of Perrysburg Code 252.052. Please refer to the copy of Ordinance 08-2023 in the attached document list for additional details.

Failure of a bidder to comply with 252.052 due to the lack of submission of the above confirmations or bidder's failure to affirmatively meet the above standards, shall result in the bidder being considered non-responsive.

**Signature \***

Kevin Ash

**Title \***

V. President

**Bidder Company Name \***

Gerken Paving, Inc.

**Date \***

March 26, 2026

The above signature hereby certifies, by signing and submitting this form, they have the ability to contract on behalf of the

company and understand the implications of the failure to comply with the City of Perrysburg code 252.052.

## Attachment List

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PID 117684\_WOO-SR 25-21.28 W Boundary MUP\_PS&E plans.pdf (7.87 MB)  
Project Plans

---

Ordinance 8-2023 Signed.pdf (759 KB)  
Ordinance 08-2023

---

03\_LegalNotice.pdf (101 KB)  
Legal Notice

---

04\_ProjDesc\_FY21.pdf (243 KB)  
Project Description

---

05A\_Specs\_FY21.pdf (191 KB)  
Supplemental Specifications

---

05B\_insurancerequirements.pdf (86.8 KB)  
Supplemental Specifications Part 2

---

PN100\_2023\_LPA-Clean+Version - TWE Edits.pdf (830 KB)  
Specifications

---

12 Federal Bid Template 11-18-25.pdf (9.79 MB)  
ODOT's LPA Template (Required Contract Provisions)

---

14 ODOT Certification of Right of Way Control Letter 1 PID 117684.pdf (413 KB)  
Utility Note

---

10\_ContractForm\_FY21.pdf (676 KB)  
Contract Forms (For Reference Only)

---

CSX General Notes.pdf (200 KB)  
Railroad General Notes

---

CSX Soil and Water Management Policy.pdf (41.4 KB)  
Railroad Soil Management Policy

---

CSX Draft Construction Agreement.pdf (95 KB)  
Railroad Draft Construction Agreement (For Reference)

---

CSX Special Provisions.pdf (55.2 KB)  
Railroad Special Provisions

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CSX Construction Submission Criteria.pdf (320 KB)  
Railroad Construction Submission Criteria

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CSX Insurance.pdf (31.5 KB)  
Railroad Insurance Requirements

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# Proposal

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## BID

**Proposal of: \***

Gerken Paving, Inc.

**(hereinafter called "Bidder"), organized and existing under the laws of the State of \***

Ohio

**doing business as \***

"a corporation"

**submitted to The City of Perrysburg (hereinafter called "Owner").**

**In compliance with the Advertisement for Bids, the Bidder hereby proposes to perform all Work for the construction of: \***

WOO SR 25 West Boundary

**in strict accordance with the Contract Documents, within the time set forth therein, and accept as compensation therefore the sum of (in words): \***

One Million Eighty-Two Thousand Seven Hundred Seventy-Four and 95/100

**\$ (in currency): \***

\$1,082,774.95

;however, the final amount will be controlled by the following unit prices and no payments shall exceed the total unit prices for said work. The Bidder agrees to accept the following unit prices for any addition or deductions caused by any change or alterations in the plans or specifications of the work.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to his own organization, that: 1) this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor; 2) they do not have an unresolved finding for recovery issued by the Auditor of State, in accordance with Section 9.24 of the Ohio Revised Code; and 3) they do not have an active exclusion shown in the Federal System of Award Management (SAM).

The Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to complete the project on/before the date specified.

**The Bidder acknowledges receipt of the following Addendum (Type N/A if not applicable):**

**Addenda #: \***

1

**Addenda Date: \***

3/17/26

**The Bidder acknowledges receipt of the following Addendum (Type N/A if not applicable): 1**

**Addenda #: \***

2

**Addenda Date: \***

3/19/26

**The Bidder acknowledges receipt of the following Addendum (Type N/A if not applicable): 2**

**Addenda #: \***

3

**Addenda Date: \***

3/24/26

The Bidder acknowledges that 1) they have not received nor relied upon any representations or warranties of any nature whatsoever from the Owner, its officers, employees, or agents; 2) they are responsible for verifying the current prevailing wage rates and requirements according to Chapter 4114 of the Ohio Revised Code; 3) upon contract award, they will be required to sign an affidavit indicating whether or not they have delinquent personal property taxes on the General Tax List of Personal Property of Wood County, Ohio, in accordance with Section 5719.042 of the Ohio Revised Code.

In submitting this Bid, it is understood it may be withdrawn prior to the scheduled closing time for the receipt of bids, but that the Bidder may not withdraw its Bid after the actual opening thereof.

On acceptance of this Bid, the Bidder does hereby bind itself to enter into a written contract with the Owner within ten (10) days of the Notice of Award and give a Surety Bond amounting to 100% of the Contract.

**Signature: \***

Kevin Ash

**Address: \***

9072 County Road 424

**Title: \***

Vice Pres.

**City, State, Zip: \***

Napoleon, OH 43545

**Legal Name of Bidder: \***

Gerken Paving, Inc.

**Phone Number: \***

(419) 533-7701

**Fax Number: \***

4195336393

**E-mail Address \***

kevin.ash@gerkenpaving.com

# Roadway

\$267,459.20

Odot Item	Item Extension	Description	Quantity	Units	Unit Price	Extension
Alternates are not included in bid total.						
201	11001	Clearing and Grubbing, As Per Plan	1.00	LS	\$2,250.00	\$2,250.00
202	23000	Pavement Removed	444.00	SY	\$18.25	\$8,103.00
202	30000	Walk Removed	11,847.00	SF	\$1.50	\$17,770.50
202	32000	Curb Removed	544.00	FT	\$8.50	\$4,624.00
202	32500	Curb and Gutter Removed	146.00	FT	\$10.75	\$1,569.50
202	35100	Pipe Removed, 24" and Under	90.00	FT	\$38.00	\$3,420.00
202	58100	Catch Basin Removed	4.00	EACH	\$650.00	\$2,600.00
202	98100	Removal Misc.: Pedestrian Signal Foundation	3.00	EACH	\$1,537.50	\$4,612.50
203	10000	Excavation	3,180.00	CY	\$35.50	\$112,890.00
203	20000	Embankment	294.00	CY	\$35.50	\$10,437.00
203	98600	Roadway, Misc.: Parking Block Removal	4.00	EACH	\$26.25	\$105.00
204	10000	Subgrade Compaction	7,885.00	SY	\$1.37	\$10,802.45
607	98000	Fence Misc.: Wood Fence with Steel Guardrail Posts, As Per Plan	379.00	FT	\$121.50	\$46,048.50
						<b>Total: \$267,459.20</b>

Odot Item	Item Extension	Description	Quantity	Units	Unit Price	Extension
607	98100	Fence Misc.: Chicane Railings	4.00	EACH	\$2,525.00	\$10,100.00
608	10000	4" Concrete Walk	423.00	SF	\$17.25	\$7,296.75
608	52001	Curb Ramp, As Per Plan	994.00	SF	\$17.00	\$16,898.00
609	26000	Curb, Type 6	24.00	FT	\$29.50	\$708.00
609	26001	Curb, Type 6, As Per Plan	240.00	FT	\$30.10	\$7,224.00
<b>Total:</b>						<b>\$267,459.20</b>

# Erosion Control

\$123,079.40

Odot Item	Item Extension	Description	Quantity	Units	Unit Price	Extension
Alternates are not included in bid total.						
601	32200	Rock Channel Protection, Type C with Filter	411.00	CY	\$95.00	\$39,045.00
653	10000	Topsoil Furnished and Placed	933.00	CY	\$61.50	\$57,379.50
659	10000	Seeding and Mulching	8,408.00	SY	\$1.80	\$15,134.40
659	20000	Commercial Fertilizer	1.22	TON	\$850.00	\$1,037.00
659	35000	Water	47.00	MGAL	\$1.00	\$47.00
671	15050	Erosion Control Mat, Type F	90.00	SY	\$2.10	\$189.00
832	15000	Storm Water Pollution Prevention Plan	1.00	LS	\$4,310.00	\$4,310.00
832	30000	Erosion Control	20,000.00	EACH	\$0.10	\$2,000.00
671	15050	Erosion Control Mat, Type F (Contingency)	1,875.00	SY	\$2.10	\$3,937.50
						<b>Total: \$123,079.40</b>

# Drainage

\$126,581.00

Odot Item	Item Extension	Description	Quantity	Units	Unit Price	Extension
Alternates are not included in bid total.						
611	4400	12" Conduit, Type B	681.00	FT	\$99.00	\$67,419.00
611	4600	12" Conduit, Type C	31.00	FT	\$102.00	\$3,162.00
611	98470	Catch Basin, No. 2-2B	3.00	EACH	\$3,100.00	\$9,300.00
611	98630	Catch Basin Adjusted to Grade	4.00	EACH	\$725.00	\$2,900.00
611	99574	Manhole, No. 3	4.00	EACH	\$5,100.00	\$20,400.00
611	99654	Manhole Adjusted to Grade	17.00	EACH	\$1,150.00	\$19,550.00
611	99660	Manhole Reconstructed to Grade	2.00	EACH	\$1,925.00	\$3,850.00
						<b>Total: \$126,581.00</b>

# Pavement

\$309,794.75

Odot Item	Item Extension	Description	Quantity	Units	Unit Price	Extension
Alternates are not included in bid total.						
304	20000	Aggregate Base	1,803.00	CY	\$56.00	\$100,968.00
407	10000	Tack Coat	585.00	GAL	\$2.50	\$1,462.50
441	50000	Asphalt Concrete Surface Course, Type 1, (448), PG64-22	296.00	CY	\$230.00	\$68,080.00
441	50300	Asphalt Concrete Intermediate Course, Type 2, (448)	395.00	CY	\$210.00	\$82,950.00
441	70500	Asphalt Concrete Surface Course, Type 1, (449), (Driveways)	13.00	CY	\$700.00	\$9,100.00
441	70700	Asphalt Concrete Intermediate Course, Type 2, (449), (Driveways)	17.00	CY	\$570.00	\$9,690.00
452	12050	8" Non-Reinforced Concrete Pavement, Class QC MS	443.00	SY	\$84.75	\$37,544.25
						<b>Total: \$309,794.75</b>

# Water Work

\$28,950.00

Odot Item	Item Extension	Description	Quantity	Units	Unit Price	Extension
Alternates are not included in bid total.						
638	10200	6" Fire Hydrant	3.00	EACH	\$8,750.00	\$26,250.00
638	10480	Fire Hydrant Removed	3.00	EACH	\$900.00	\$2,700.00
						<b>Total: \$28,950.00</b>

# Lighting

\$5,785.00

Odot Item	Item Extension	Description	Quantity	Units	Unit Price	Extension
Alternates are not included in bid total.						
625	75400	Light Pole Removed	1.00	EACH	\$1,172.50	\$1,172.50
625	75541	Light Tower Foundation Removed, As Per Plan	3.00	EACH	\$1,537.50	\$4,612.50
						<b>Total: \$5,785.00</b>

# Traffic Control

\$14,549.00

Odot Item	Item Extension	Description	Quantity	Units	Unit Price	Extension
Alternates are not included in bid total.						
512	74500	Removal of Existing Pavement Marking	338.00	FT	\$9.00	\$3,042.00
630	2100	Ground Mounted Support, No. 2 Post	41.00	FT	\$13.00	\$533.00
630	80100	Sign, Flat Sheet (Fluorescent, Prismatic or Equal)	44.00	SF	\$26.00	\$1,144.00
630	85000	Removal of Ground Mounted Sign and Storage	4.00	EACH	\$25.00	\$100.00
630	85100	Removal of Ground Mounted Sign and Reerection	1.00	EACH	\$175.00	\$175.00
630	86002	Removal of Ground Mounted Post Support and Disposal	4.00	EACH	\$25.00	\$100.00
644	500	Stop Line	46.00	FT	\$12.00	\$552.00
644	630	Crosswalk Line, 24"	767.00	FT	\$9.00	\$6,903.00
644	1000	Railroad Symbol Marking, 68"	2.00	EACH	\$1,000.00	\$2,000.00
						<b>Total: \$14,549.00</b>

# Traffic Signals

\$52,074.10

Odot Item	Item Extension	Description	Quantity	Units	Unit Price	Extension
Alternates are not included in bid total.						
625	25408	Conduit, 2", 725.051	15.00	FT	\$14.80	\$222.00
625	29000	Trench	15.00	FT	\$19.90	\$298.50
625	30706	Pull Box, 725.08, 24"	4.00	EACH	\$1,362.50	\$5,450.00
625	31510	Pull Box Removed	4.00	EACH	\$557.50	\$2,230.00
631	92001	Sign Flasher Assembly, As Per Plan	2.00	EACH	\$7,912.15	\$15,824.30
632	64020	Pedestal Foundation	3.00	EACH	\$1,738.75	\$5,216.25
632	64021	Pedestal Foundation, As Per Plan	2.00	EACH	\$1,623.75	\$3,247.50
632	90010	Pedestal, Misc.: 8 Ft, Transformer Base, Wiring and Connections from Existing Pedestal to New	2.00	EACH	\$1,843.15	\$3,686.30
632	90010	Pedestal	3.00	EACH	\$3,975.00	\$11,925.00
632	90202	Reuse of Pedestrian Signal Head	3.00	EACH	\$267.25	\$801.75
632	90206	Reuse of Signal Support	3.00	EACH	\$528.75	\$1,586.25
632	90210	Reuse of Pedestrian Pushbutton	3.00	EACH	\$528.75	\$1,586.25
						<b>Total: \$52,074.10</b>

# BID GUARANTEE AND PERFORMANCE BOND

---

**KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned \***

Gerken Paving, Inc.

**as Principal and \***

Surety Bonds Inc.

**as Surety, are hereby held and firmly bound unto the City of Perrysburg as Obligee in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on \***

March 26, 2026

**to undertake the project known as: \***

WOO SR 25 W. Boundary

**The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of (in words):**

**\$ (in currency):**

*(If the above line is left blank, the penal sum shall be the full amount of Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the Principal's bid including alternates, in dollars and cents. A percentage is not acceptable)*

**Bond Percentage**

10.00%

**Guarantee Method \***

Certified Check or Paper Bid  
Bond

**Certified Check or Paper Bid Bond**

**Confirmation \***

I have provided a paper bid bond and uploaded the Consent of Surety to the Required Documents List at the bottom of the solicitation forms. I further agree to submit the original Bid Bond to The City of Perrysburg Engineering Department within three (3) business days, if found to be the Apparent Low Bidder.

For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successor, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above-referred project;

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event that the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal pays to the Obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, that this obligation shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal, and the Principal within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, then said contract is made part of this bond the same as through set forth herein.

NOW ALSO, if the said Principal shall well and faithfully do and perform each and every condition of such contract; and shall pay all lawful claims of subcontractors, materialmen and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said Surety on this bond.

**Principal: \***

Gerken Paving, Inc.

**By: \***

Kevin Ash

**Title: \***

Vice President

**Surety: \***

Surety Bonds, Inc.

**By (Attorney-in-Fact): \***

Adam Schalde

**Address: \***

7540 Sawmill Pkway Suite D Powell, OH 43065

**Agent: \***

Mark Drengler

**Address: \***

7540 Sawmill Pkway Suite D Powell, OH 43065

# Incidentals

\$154,502.50

Odot Item	Item Extension	Description	Quantity	Units	Unit Price	Extension
Alternates are not included in bid total.						
614	11000	Maintaining Traffic	1.00	LS	\$44,000.00	\$44,000.00
623	10000	Construction Layout Stakes and Surveying	1.00	LS	\$11,340.00	\$11,340.00
624	10000	Mobilization	1.00	LS	\$85,000.00	\$85,000.00
699	SPECIAL	Work Involving Petroleum Contaminated Soil	50.00	TON	\$78.25	\$3,912.50
699	SPECIAL	Work Involving Non-Regulated Water	100.00	GAL	\$16.00	\$1,600.00
699	SPECIAL	Work Involving Regulated Water	100.00	GAL	\$42.50	\$4,250.00
SPECIAL	SPECIAL	Replace Damaged Sprinkler Heads	40.00	EACH	\$110.00	\$4,400.00
						<b>Total: \$154,502.50</b>

## EXPERIENCE STATEMENT

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Bidder shall provide information regarding similar work performed including, but not limited to, project name, description, location, and contact information, and any other details that will enable the City to assess the Contractor's capabilities, experience, skills, and financial standing with regard to this proposal. This statement shall also include information showing that the Bidder:

- maintains a permanent place of business.
- has adequate facilities and equipment available for the work under the proposed contract.
- has suitable financial means to meet obligations incidental to the proposed contract.
- has appropriate technical experience and possesses sufficient skills and experience.
- has the ability or resources available to make all repairs and adjustments that may be required on the equipment to be used under the proposed contract.

### Response to the above: \*

We maintain a permanent place of business. We have adequate facilities and equipment available for the work under the proposed contract. We have suitable financial means to meet obligations incidental to the proposed contract. We have appropriate technical experience and possess sufficient skills and experience. We have the ability and resources available to make all repairs and adjustments that may be required.

### If Bidder is Corporation, list Officers, type N/A if not applicable:

**Name: \***

Kevin Ash

**Title: \***

V. President

### If Bidder is Partnership, list Members, type N/A if not applicable:

**Name: \***

N/A

**Title: \***

N/A

## LIST OF SUBCONTRACTORS

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**Bidder shall provide the names, addresses, and type of work (Item No. or Description, if applicable) which the Bidder proposes to subcontract under this Contract.**

**Name: \***

Smith Paving

**Address: \***

4426 Old State Rd N, Norwalk, OH 44857

**Type of Work: \***

Concrete

**Bidder shall provide the names, addresses, and type of work (Item No. or Description, if applicable) which the Bidder proposes to subcontract under this Contract. 1**

**Name: \***

Lake Erie Construction

**Address: \***

25 S Norwalk Rd W, Norwalk, OH 44857

**Type of Work: \***

Fence

**Bidder shall provide the names, addresses, and type of work (Item No. or Description, if applicable) which the Bidder proposes to subcontract under this Contract. 2**

**Name: \***

Roadway Services

**Address: \***

9072 CR 424, Napoleon, OH 43545

**Type of Work: \***

MOT

**Bidder shall provide the names, addresses, and type of work (Item No. or Description, if applicable) which the Bidder proposes to subcontract under this Contract. 3**

**Name: \***

Green Earth Transportation

**Address: \***

2735 Eber Rd, Monclova, OH 43542

**Type of Work: \***

Topsoil

**Bidder shall provide the names, addresses, and type of work (Item No. or Description, if applicable) which the Bidder proposes to subcontract under this Contract. 4**

**Name: \***

K&R Excavating

**Address: \***

5165 Rd E, Leipsic, OH 45856

**Type of Work: \***

Seeding and Mulching

**Bidder shall provide the names, addresses, and type of work (Item No. or Description, if applicable) which the Bidder proposes to subcontract under this Contract. 5**

**Name: \***

Griffin Pavement Striping

**Address: \***

2383 Harrison Rd, Columbus, OH 43204

**Type of Work: \***

Striping

**Bidder shall provide the names, addresses, and type of work (Item No. or Description, if applicable) which the Bidder proposes to subcontract under this Contract. 6**

**Name: \***

Garcia Surveyors

**Address: \***

1720 Indian Wood Cir, Maumee, OH 43537

**Type of Work: \***

Surveying

**Bidder shall provide the names, addresses, and type of work (Item No. or Description, if applicable) which the Bidder proposes to subcontract under this Contract. 7**

**Name: \***

MAAKIL Group

**Address: \***

430 Bishop Rd, Bowling Green, OH 43402

**Type of Work: \***

SWPPP

By signing below, the bidder certifies that, they will require the proposed subcontractors listed above and any subcontractors to those subcontractors to meet the requirements of the City of Perrysburg code 252.052. Failure to ensure a proposed subcontractor listed above or any subcontractor to those subcontractors will result in debarment from City contracts for a period of three (3) years.

**Signed By: \***

Kevin Ash

**Title \***

V. President

**Company \***

Gerken Paving, Inc.

**Date \***

March 26, 2026

# NONCOLLUSION AFFIDAVIT

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**STATE OF: \***

Ohio

**COUNTY OF: \***

Henry

**Bid Identification \***

WOO SR 25 W. Boundary MUP

**Bidder's Name \***

Gerken Paving, Inc.

**, being first dually sworn, deposes and says that he is:**

\*

other

**Enter response if "other" was selected**

Vice Pres.

**of (company name): \***

Gerken Paving, Inc.

the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and further that said bidder has not, directly or indirectly submitted his bid price on any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

**Signed: \***

Kevin Ash

**Title: \***

Vice Pres.

## **SUBSTITUTIONS/OPTIONS FORM**

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Optional: Vendor is not required to complete.

**Any substitutions, deletions, additions, or deviations to the minimum specifications must be shown on this form and attached to the proposal forms in order to be considered as part of the bid. The City reserves the right to accept or reject any and all substitutions or optional bids. \***

No bid

## PREVAILING WAGE RESPONSIBILITIES

---

Keep full and accurate payroll records available for inspection for up to one (1) year following the completion of the project. Owners/partners must be shown on payrolls for any physical work they perform on the job.

- A. time records
- B. payroll records including canceled checks
- C. fringe benefit records including canceled check

Prevailing Wage Determination must be posted on the project site.

Supply Perrysburg Prevailing Wage Coordinator with dates of the life of the contract and a listing of all subcontractors to include the name, address, and telephone number of each.

Supply each employee with written notification of his assigned job classification, hourly prevailing wage rate and fringe payments, and identity of the Prevailing Wage Coordinator for the project.

Supply all subcontractors with any changes in the Prevailing Wage rates issued during the life of the project.

Out-of-State contractors must submit to the Ohio Secretary of State, the full name and address of their Statutory Agent in Ohio.

Submit certified payrolls starting no later two (2) weeks after the initial pay period. Insure all payrolls include the following:

- A. Employees full name, address, and social security number
- B. Work classification
  - (1) Be specific when listing laborers and operators
  - (2) Show level/year for all apprentices
- C. Hours worked on the project
  - (1) As of May 1, 1984, overtime is to be paid at not less than time and one-half for all hours worked in excess of forty (40) hours per week.
- D. Hourly rate of pay

Actual hourly rate paid employee for the time worked. Overtime hourly rate of not less than time and one-half the basic or regular rate paid is required under Chapter 4115. In addition to paying not less than the predetermined rate for the classification in which the employee works, the amounts predetermined as fringe benefits in the wage determination issued for the project, shall also be paid.

(Sample calculation:  $\$12.82$  (base rate)  $\times 1 \frac{1}{2} = \$19.25 + \$1.70$  (fringe payments) =  $\$20.93$ ). Fringe payments must be entered in appropriate blocks on payroll forms when such fringes are paid to approved plans, funds, etc.

E. List all fringe benefits (if any) and amount per hour for each

(1) Hourly amount is to be based on 2080 hours per year.

F. Total deductions

G. Net pay for the pay period

Send a copy of Apprenticeship Agreement for each apprentice and a Final Affidavit to:

**Perrysburg Prevailing Wage Coordinator**

**201 West Indiana Avenue**

**Perrysburg, OH 43551**

**(419) 872-7880**

**[dbombrys@ci.perrysburg.oh.us](mailto:dbombrys@ci.perrysburg.oh.us)**

## Perrysburg Code 252.02(G) Disclosures

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**1) Has there been any safety violations or settlement agreements between the bidder and the Occupational Safety & Health Administration or a state based agency of similar jurisdiction during the ten (10) year prior to the submission of the bid? \***

No

**2) Has there been any violation of, or settlement agreement related to, any wage and hour laws at the local, state or federal level during the ten (10) years prior to the submission of the bid? \***

No

**3) Does the bidder have an active and compliant Ohio Bureau of Workers Compensation insurance policy? \***

Yes

**4) Please list any license(s) issued by the Ohio Construction Industry Licensing Board that has been assigned to the bidder \***

NA

**5) Have there been any legal judgments against the bidder during the last ten (10) years prior to the submission of the bid? \***

No

**6) List the relevant experience of the bidder, including the number of years in the business under its present, alias, fictitious, doing business as, and/or former business name. \***

We are experienced to complete this project and have been in business for 48 years.

**7) Attach a complete list of all the bidder's ongoing and completed public and private construction projects within the last three (3) years, including the nature and value of each contract and the name, address, and phone number or email address for a representative of the owner of each project. \***

We are ODOT prequalified and can provide our ODOT prequal. certificate if needed.

**8) Have there been any state or federal Environmental Protection Agency complaints issued against the bidder during the ten (10) years prior to the submission of the bid? \***

No

**9) Describe the management experience of the bidder's project manager(s) and superintendent(s) who will be assigned to the project \***

We have experienced project managers, area managers, superintendents and foreman. We can provide experience sheets if necessary.

**10) Is the bidder a foreign corporation not incorporated under the laws of Ohio? If yes, a Certificate of Good Standing from the Ohio Secretary of State demonstrating its right to conduct business in the State of Ohio must be attached. \***

No

**11) Has the bidder been debarred by any public authority in the United States during the ten (10) years prior to the submission of the bid? \***

No

**12) Provide a description of the bidder's Occupational Safety and Health Administration compliant safety program. \***

We have an Occupational Safety and Health Admin. compliant safety program in place and can provide if low bidder.

**13) Does the bidder have an active and compliant Ohio Drug Free Workplace policy issued by the State of Ohio? \***

Yes

**14) Provide the percentage of the bidder's workforce that has five (5) or more years of experience in their trade. \***

100%

I hereby certify that, to the best of my knowledge, the provided information is true and accurate and by signing and submitting this form, I have the ability to contract on behalf of the company and understand the implications of the failure to comply with the City of Perrysburg code 252.052

**Company Name \***

Gerken Paving, Inc.

**Signature \***

Kevin Ash

**Title \***

Vice Pres.

**Date \***

March 26, 2026

## Attachments for Perrysburg Code 252.02(G) Disclosures Listed Above

Name	Omission Terms	Submitted File
Optional: Vendor is not required to complete.		
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	No bid
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	No bid
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	No bid
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	No bid
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	No bid
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	No bid
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	No bid
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	No bid
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	No bid
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	No bid
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	No bid
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	No bid
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	No bid
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	No bid
<b>14 Required Documents</b>		

## Required Document List

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Name	Omission Terms	Submitted File
Consent of Surety If providing a certified check or paper bid bond in lieu of Electronic Bid Bond	Electronically verifying Bid Bond	SR 25 MUP - Bid Bond.pdf
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	I am not enclosing this document because the omission terms have been met.
<b>2 Required Documents</b>		

**CFDA 20.205**

**LPA FEDERAL LOCAL-LET PROJECT AGREEMENT**

**THIS AGREEMENT** is made by and between the State of Ohio, Department of Transportation, (ODOT), 1980 West Broad Street, Columbus, Ohio 43223 and **the City of Perrysburg, 201 West Indiana Avenue, Perrysburg, Ohio 43551 (LPA).**

**1. PURPOSE**

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the **Ohio Revised Code (ORC)** provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 **The project to construct a new multi-use path along West Boundary St (SR-25) from terminus of an existing path north of IR-475 interchange to terminus of another existing path at Indiana Ave (PROJECT)** is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

**2. LEGAL REFERENCES AND COMPLIANCE**

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:

**A. FEDERAL**

- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 23 CFR 1.33 – Conflicts of Interest
- 23 CFR Part 172 – Procurement, Management and "Administration of Engineering and Design Related Service"
- 23 CFR 630.106 – Authorization to Proceed
- 23 CFR 636.116 – What Organizational Conflict of Interest Requirements Apply to Design-Build Projects?
- 23 CFR Part 645 –Utilities
- 48 CFR Part 31 – Contract Cost Principles and Procedures
- 49 CFR Part 26 –Participation by Disadvantaged Business Enterprises (DBE) in Department of Transportation Financial Assistance Programs
- 23 USC § 112 – Letting of Contracts
- 40 USC §§ 1101-1104 – "Selection of Architects and Engineers"

- Federal Funding Accountability and Transparency Act (FFATA)

B. STATE

- ORC 102.03
- ORC 153.65 -153.71
- ORC 5501.03(D)
- ORC 2921.42 and 2921.43
- Ohio Administrative Code 4733-35-05

C. ODOT

- ODOT's Manual for Administration of Contracts for Professional Services
- ODOT's Specifications for Consulting Services – 2016 Edition
- ODOT's Consultant Prequalification Requirements and Procedures
- ODOT's Construction and Material Specifications Manual
- ODOT's Construction Administration Manual of Procedures
- ODOT's Local-let Manual of Procedures

2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

2.3 The LPA shall have on file a completed and approved Local-let Participation Requirement Review Form (FORM) before the first required submission of the Project's Stage Plan Set. Failure to comply will result in the delay of the Federal Authorization for Construction, until the FORM has been completed and approved. Failure to submit a completed FORM will result in the PROJECT reverting to ODOT-let and the LPA will be prohibited from participating in the Local-let Program until the Form is completed and approved by ODOT.

3. FUNDING

3.1 The total cost for the PROJECT is estimated to be \$1,129,000 as set forth in Attachment 1. ODOT shall provide to the LPA 80% percent of the eligible costs, up to a maximum of \$788,722 in Federal funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the improvements and construction engineering/inspection activities of the PROJECT.

3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100% Locally funded work, and all cost overruns and contractor claims in excess of the maximum(s) indicated in 3.1 above.

4. PROJECT DEVELOPMENT AND DESIGN

4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.

4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.

4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The recognized set of written design standards may be either the LPA's formally written local design standards that have been **reviewed and accepted** by ODOT or ODOT's Design Manuals and the appropriate AASHTO publication. Notwithstanding the

foregoing, for projects that contain a high crash rate or areas of crash concentrations, ODOT may require the LPA to use a design based on ODOT's L&D Manual. The LPA shall be responsible for ensuring that any standards used for the PROJECT are current and/or updated. The LPA shall be responsible for informing the District LPA Manager of any changes.

- 4.4 The LPA shall designate a Project Design Engineer, who is a registered professional engineer to serve as the LPA's principal representative for attending to project responsibilities. If the Project Design Engineer is not an employee of the LPA, the LPA must engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: [www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT](http://www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT).
- 4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

## 5. ENVIRONMENTAL RESPONSIBILITIES

- 5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act (NEPA) and related regulations, including but not limited to the requirements of the National Historic Preservation Act, and for securing all necessary permits.
- 5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-Qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at [ODOT's Office of Contracts](#). If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 5.3 ODOT shall be responsible for the review of all environmental documents and reports and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the PROJECT.
- 5.5 The LPA shall require its consultant(s), selected to prepare a final environmental document pursuant to the requirements of NEPA, to execute a copy of a disclosure statement specifying that the consultant(s) has no financial or other interest in the outcome of the PROJECT.
- 5.6 The LPA shall submit a Notice of Intent to the Ohio EPA to obtain coverage under the National Pollution Discharge Elimination System (NPDES) Construction General Permit for all projects where the combined Contractor and Project Earth Disturbing Activity (EDA) are one (1) acre or more. If the LPA chooses not to use ODOT's L&D Vol. 2 on Local-let LPA projects, they may use an alternative post-construction Best Management Practice(BMP)criterion with Ohio EPA approval.

6. RIGHT-OF-WAY(R/W)/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All R/W Acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (Uniform Act), any related Federal regulations issued by the FHWA, and any rules, policies, and procedures issued by ODOT.
- 6.2 If existing and newly acquired R/W is required for this PROJECT, the LPA shall certify that all R/W has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective R/W functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and procedures.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and any rules, policies, and procedures issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions, nor shall the LPA hire a sub-consultant for Relocation and another sub-consultant for Relocation Review. Relocation Review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.
- 6.5 The LPA shall provide the ODOT District Office with its LPA Certification of Right of Way Control Letter, certifying that all R/W property rights necessary for the PROJECT are under the LPA's control, that all R/W has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with project construction activities. ODOT shall make use of the LPA's Certification of Right of Way Control Letter, as well as evaluate the LPA's and/or consultant's performance of the project real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.
- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a Utility Relocation Agreement with each utility prior to the letting of construction.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval. Consistent with Sections 6.1 and 6.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 6.1 and 6.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.
- 6.8 Unless by prior written agreement, the LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.

6.9 No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.

7. ADVERTISING, SALE, AND AWARD

7.1 The LPA **shall not** advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.

7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Manager as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.

7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The period between the first legal advertising date and the bid opening date shall be a minimum of 21 calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials. ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and letting the contracts.

7.4 The LPA must incorporate ODOT's LPA Bid Template in its entirety in project bid documents. The template includes-Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts as well as appropriate subcontracts and purchase orders.

7.5 The LPA shall require the contractor to be enrolled in, and maintain good standing in, the Ohio Bureau of Workers' Compensation Drug-Free Safety Program (DFSP), or a similar program approved by the Bureau of Workers' Compensation, and the LPA must require the same of any of its subcontractors.

7.6 Only ODOT pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in effect/current **at the time of award**. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement, unless otherwise directed by the LPA in the bidding documents. In accordance with FHWA Form 1273, Section VII and 23 CFR 635.116, the prime contractor must perform no less than 30%of the total original contract price. The 30%-prime contractor requirement does not apply to design-build contracts.

7.7 In accordance with ORC 153.54, et. seq., the LPA shall require that the selected contractor provide a performance and payment bond in an amount equal to at least 100% of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond. If the LPA has 100%locally funded work product within this Agreement, the LPA must allocate the correct percent of the performance and payment bond cost to the 100% locally funded work product.

7.8 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is not subject to a finding for recovery under ORC 9.24, that the contractor has taken the appropriate remedial steps required under ORC 9.24, or that the contractor otherwise qualifies under the

exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at <https://ohioauditor.gov/findings.html> . If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.

- 7.9 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is an active registrant on the Federal System for Award Management (SAM). Pursuant to 48 CFR 9.404, contractors that have an active exclusion on SAM are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.
- 7.10 Per ORC 9.75(B), the LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.
- 7.11 After analyzing all bids for completeness, accuracy, and responsiveness, per ORC 153.12, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA within 60 days after bid opening. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this Agreement, if applicable.

## 8. CONSTRUCTION CONTRACT ADMINISTRATION

- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections, and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC 153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this Agreement.
- 8.2 The LPA must maintain a project daily diary that is up-to-date and contains the following information: all work performed, list of equipment utilized, project personnel and hours worked, pay quantities, daily weather conditions, special notes and instructions to the contractor, and any unusual events occurring on or adjacent to the PROJECT. Additionally, the LPA is responsible for documenting measurements, calculations, material quality, quantity, and basis for payment; change orders, claims, testing and results, traffic, inspections, plan changes, prevailing wage, EEO and DBE, if applicable. The LPA is responsible for ensuring all materials incorporated into the PROJECT comply with ODOT's Construction and Material Specifications and meet the requirements of Appendix J in the LAMP Manual of Procedures.
- 8.3 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.4 The Federal-aid Highway Program operates on a reimbursement basis, which requires that costs actually be incurred and paid before a request is made for reimbursement. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. If the LPA is requesting reimbursement, it must provide documentation of payment for the project costs requested. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must

submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed daily as the items of work are completed and accepted.

- 8.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio (STATE). ODOT shall pay the Contractor or reimburse the LPA within 30 days of receipt of the approved Contractor's invoice from the LPA.
- 8.6 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of the mechanic's lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of ORC Chapter 1311 may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the mechanic's lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the mechanic's lien is resolved.
- 8.7 Payment or reimbursement to the LPA shall be submitted to:

Brian Thomas P.E., City Engineer
City of Perrysburg
201 West Indiana Avenue
Perrysburg, Ohio 43551

- 8.8 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all Federal funding commitments.
- 8.9 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and, if necessary, unilaterally modify any other term of this Agreement in order to preserve its Federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.
- 8.10 Any LPA right, claim, interest, and/or right of action, whether contingent or vested, arising out of, or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the Claim(s)), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in/to the Claim(s) and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim(s). The LPA further authorizes ODOT to sue, compromise, or settle any such Claim(s). It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim(s) including requests for information and/or documents and/or to testify.
- 8.11 After completion of the PROJECT, and in accordance with 23 USC 116 and applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate

maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies, and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any federally funded programs.

- 8.12 The LPA must provide the final invoices, and final report (Appendix P located in the Construction Chapter of the LPA Manual) along with all necessary closeout documentation within six (6) months of the physical completion date of the PROJECT. All costs must be submitted within six (6) months of the established completion date. Failure to submit final invoices along with the necessary closeout documentation within the six (6)-month period may result in closeout of the PROJECT and loss of eligibility of any remaining Federal and or State funds.
- 8.13 The LPA shall be responsible for verifying that a C92 GoFormz has been completed by the prime contractor for each subcontractor and material supplier working on the PROJECT, prior to starting work. This requirement will be routinely monitored by the District Construction Monitor to ensure compliance.
- 8.14 The LPA shall be responsible for monitoring all DBE Subcontractors on the project to ensure they are performing a Commercially Useful Function (CUF) as directed in the LATP Manual of Procedures.
- 8.15 The LPA shall be responsible for monitoring payments made by prime contractors and Subcontractors to ensure compliance with the Prompt Payment requirements outlined in Construction and Materials Specifications (C&MS) 107.21.

9. CERTIFICATION AND RECAPTURE OF FUNDS

- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the STATE for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.

10. NONDISCRIMINATION

- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer;

recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- 10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.
- 10.3 The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement and in the fulfillment of DBE-related requirements set forth by ODOT. The LPA shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. ODOT's DBE Program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation ("U.S. DOT"), is incorporated by reference in this agreement. The fulfillment of DBE-related requirements by the LPA is a legal obligation and failure to do so shall be treated as a violation of this Agreement.
- 10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest agrees as follows:
- (a) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally assisted programs of the U.S. DOT, 49 CFR Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
- In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").
- (b) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.
- (c) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency.

- (d) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- (e) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
  - (1) withholding of payments to the LPA under the contract until the LPA complies, and/or
  - (2) cancellation, termination, or suspension of the contract, in whole or in part.
- (f) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs 10.4 (a) through (e) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

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

pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

## 12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

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

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

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

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

14. NOTICE

14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

If to ODOT:

Brian Thomas P.E., City Engineer	Matthew Sommerfeld P.E., LPA Manager
City of Perrysburg	ODOT District 2
201 West Indiana Avenue	317 East Poe Road
Perrysburg, Ohio 43551	Bowling Green, Ohio 43402
bthomas@ci.perrysburg.oh.us	Matthew.Sommerfeld@dot.ohio.gov

15. GENERAL PROVISIONS

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

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

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

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

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



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

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



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

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



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

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

For any allocable project labor costs to be eligible for reimbursement with Federal and/or State funds, the LPA must maintain compliance with all timekeeping requirements specified in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers

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

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

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

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

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

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

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

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

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

- 15.4 *Record Retention:* The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three (3) years after FHWA approves the LPA's final Federal voucher for reimbursement of project expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

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

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

- 15.5 *Ohio Ethics and Conflict of Interest Laws:* LPA agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics and Conflict of Interest laws as provided by ORC 102.03, 102.04, 2921.42 and 2921.43 and 23 CFR 1.33.
- 15.6 *State Property Drug-Free Workplace Compliance:* In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.7 *Trade:* Pursuant to the federal Export Administration Act and ORC 9.76(B), the LPA and any contractor(s) or sub-contractor(s) shall warrant that they are not boycotting any jurisdiction with whom the United States and the STATE can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

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

- 15.8 *Lobbying:* Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier, up to the recipient.
- 15.9 *Debarment.* LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC 153.02 or 125.25 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.
- 15.10 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the STATE. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement, or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.11 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.

- 15.12 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.13 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.14 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.
- 15.15 *Facsimile Signatures:* Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile or electronic signature on any other party delivered in such a manner as if such signature were an original.

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

<b>LPA: City of Perrysburg</b>	<b>STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION</b>
By: <i>Thomas G. Mackin</i>	By: <i>Pam Boratyn pmn</i>
Title: Thomas G. Mackin, Mayor	Pamela Boratyn Director
Date: 3/5/2025	Date: 3/14/2025

*TW*  
 \_\_\_\_\_  
 Timothy W. Effler, Law Director

*Amber Rathburn*  
 \_\_\_\_\_  
 Amber L. Rathburn, Finance Director



WOO SR 25 21 28 W  
 BOUNDARY MUP  
 COUNTY-ROUTE-SECTION

117684  
 PID NUMBER

41951  
 AGREEMENT NUMBER

GVSWA2FTRLX1  
 SAM UNIQUE ENTITY ID

**Attachment 2**

**DIRECT PAYMENT OF CONTRACTOR**

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

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

We \_\_\_\_\_ request that all payments for the Federal/State share of the construction costs of this Agreement performed by \_\_\_\_\_ be paid directly to \_\_\_\_\_.

LPA Name:	<b>Error! Reference source not found.</b>
Oaks Vendor ID:	
Mailing Address:	
LPA signature:	

Contractor Name:	
Oaks Vendor ID:	
Mailing Address:	
ODOT Approval signature:	

**TO:** Mayor Weber  
President Rettig  
Members of City Council

**FROM:** Timothy W. Effler, Law Director

**RE:** Resolution 35-2026

**DATE:** April 21, 2026



### **Subject Matter/Background**

This Resolution provides consent to the Ohio Department of Transportation for resurfacing work to be conducted on I-75 and US-20/23 (Fremont Pike) in Wood County by constructing a diverging diamond interchange. Project includes construction of a shared use path along US-20/23 and a roundabout at the intersection of US-20/23 & East South Boundary Street which the State shall assume and bear 100% of all of the costs of the improvement. Prior to commencing the project within the City's corporation limits, ODOT requests permission from the legislative authority. The legislation has been prepared by ODOT as part of their required process. Ratified legislation must be returned to ODOT no later than July 1, 2026.

For that reason, the Administration is requesting the City Council waive the three reading rule and consider passage as an emergency measure.

The Service Committee considered the legislation at their April 13, 2026 meeting and voted to advance the legislation to City Council as an emergency measure.

### **Financial Review**

Authorization of this legislation has no financial impact to the City.

### **Legal Review**

This legislation has been reviewed and is appropriately before you.

### **Recommendation**

If City Council is in agreement, a motion to suspend the rules, waive the three readings and pass this legislation as an emergency is appropriate.

**PRELIMINARY LEGISLATION**  
(CONSENT)

**Resolution 35-2026**

**PID No.: 117678**

**County/Route/Section: Consent Legislation – WOO US 20 2.55 Interchange**

The following is a Resolution enacted by the City of Perrysburg of Wood County, Ohio, hereinafter referred to as the Local Public Agency (LPA).

**SECTION I – Project Description**

WHEREAS, the STATE has determined the need for the described project:

*A project to improve the safety performance at the interchange of I-75 and US-20/23 (Fremont Pike) in Wood County by constructing a diverging diamond interchange. Project includes construction of a shared use path along US-20/23 and a roundabout at the intersection of US-20/23 & East South Boundary Street*

NOW THEREFORE, be it ordained by the City of Perrysburg of Wood County, Ohio.

**SECTION II – Consent Statement**

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project as detailed in the LPA-ODOT-Let Agreement entered into between the parties, if applicable.

**SECTION III – Cooperation Statement**

The LPA shall cooperate with the Director of Transportation in the development and construction of the above described project, as well as any other agreements necessary to develop and construct the Project.

*The State shall assume and bear 100% of all of the costs of the improvement.*

*The LPA agrees to pay 100% of the cost of those features requested by the LPA which are determined by the State and Federal Highway Administration to be unnecessary for the Project. No such features have been identified to date.*

**SECTION IV Authority to Sign**

The LPA hereby authorizes the City Engineer of said City of Perrysburg of Wood County, Ohio to enter into and execute contracts with the Director of Transportation which are necessary to develop plans for and to complete the above-described project; and to execute contracts with ODOT pre-qualified consultants for the preliminary engineering phase of the Project.

Upon request of ODOT, the City Engineer is also empowered to execute any appropriate documents to affect the assignment of all rights, title, and interests of the City of Perrysburg to ODOT arising from any agreement with its consultant in order to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

**SECTION V – Utilities and Right-of-Way Statement**

The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. Furthermore, APN: Q61-400-09010500.8001 (2 ft strip of land owned by the City of Perrysburg) will be utilized on this project for installation of a temporary drive during a MOT phase. The LPA also understands that right-of-way costs include eligible utility costs.

The LPA agrees that all utility accommodation, relocation and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

**SECTION VI – Maintenance**

Upon completion of the Project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the Project in accordance with all applicable State and Federal law, including, but not limited to, Title 23, U.S.C., Section 116; (2) provide ample financial provisions, as necessary, for the maintenance of the Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

**SECTION VII-Emergency measure**

(as applicable)

The Resolution is hereby declared to be an emergency measure to expedite the highway project and to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Passed: \_\_\_\_\_, 2\_\_\_\_\_.  
(Date)

Attested: \_\_\_\_\_  
(Clerk)

\_\_\_\_\_  
Mayor

Approved: \_\_\_\_\_

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

Timothy W. Effler  
LAW DIRECTOR

**CERTIFICATE OF COPY  
STATE OF OHIO**

City of Perrysburg of Wood County, Ohio

I, \_\_\_\_\_, as Clerk of the City of Perrysburg of Wood County, Ohio do hereby certify that the foregoing is a true and correct copy of the Resolution adopted by the legislative Authority of the said City of Perrysburg of Wood County, Ohio on the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

IN WITNESS WHEREOF, I have here unto subscribe my name and affixed my official seal, if applicable, this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

**SEAL**

\_\_\_\_\_  
(Clerk)

City of Perrysburg of Wood County, Ohio