



CITY OF PERRYSBURG

CITY COUNCIL

AGENDA

May 19, 2026

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

a. Mayor

Request a motion to approve the appointment of Ann H. Worden to Litter & Recycling Board. Term expires on 12/31/2028

Request a motion to approve the appointment of Lola Koppitsch to be a Student Member on Citizen's Park & Recreation Advisory Committee (PRAC). Term expires on 6/1/2027.

b. City Administrator

c. Finance Director

d. Law Director

9. President of Council Report

10. Committee Reports

a. Finance & Economic Development

Ordinance# 25-2026

ADDING CODIFIED ORDINANCE § 252.08 "AUTHORITY TO ACCEPT DONATIONS" TO THE CITY OF PERRYSBURG CODIFIED ORDINANCES

3rd Reading, vote requested

Ordinance# 32-2026

AN ORDINANCE DETERMINING TO PROCEED WITH THE REMOVAL AND SPECIAL TREATMENT OF SHADE TREES AND CONTROLLING THE BLIGHT AND DISEASE OF SAME AND FOR PLANTING, MAINTAINING, TRIMMING AND REMOVING SHADE TREES IN AND ALONG THE STREETS AND WITHIN PUBLIC RIGHTS-OF-WAY OF THE CITY OF PERRYSBURG

1st Reading, no vote required

Ordinance# 33-2026

AN ORDINANCE LEVYING SPECIAL ASSESSMENTS FOR THE REMOVAL AND SPECIAL TREATMENT OF SHADE TREES AND CONTROLLING THE BLIGHT AND DISEASE OF SAME AND FOR PLANTING, MAINTAINING, TRIMMING AND REMOVING SHADE TREES IN AND ALONG THE STREETS AND WITHIN PUBLIC RIGHTS-OF-WAY OF THE CITY OF PERRYSBURG

1st Reading, no vote required

Ordinance# 34-2026

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***

Resolution# 42-2026

A RESOLUTION ESTABLISHING A STORMWATER UTILITY PROGRAM ENTERPRISE FUND

1st Reading, no vote required

Resolution# 43-2026

A RESOLUTION UPDATING THE CITY OF PERRYSBURG'S CREDIT CARD POLICY

1st Reading, no vote required

Resolution# 44-2026

A RESOLUTION DECLARING A CERTAIN HISTORICAL MARKER NO LONGER NEEDED FOR PUBLIC USE OR UNFIT FOR PUBLIC SERVICE; AND DECLARING AN EMERGENCY

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

b. Safety

c. Recreation

d. Planning & Zoning

e. Personnel

Ordinance# 31-2026

AN ORDINANCE AMENDING PERRYSBURG CODIFIED ORDINANCE §266.15-2(A)

2nd Reading, no vote required

Ordinance# 35-2026

AN ORDINANCE AMENDING PERRYSBURG CODIFIED ORDINANCE

§266.15-1(A); AND DECLARING AN EMERGENCY

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

f. Public Utilities

Resolution# 47-2026

A RESOLUTION AUTHORIZING AN AGREEMENT WITH PIVOTAL HP TO CONSTRUCT AN EXTENSION TO THE WATER MAIN INFRASTRUCTURE FOR THE PERRYSBURG SENIOR LOFTS PROJECT; AND DECLARING AN EMERGENCY

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

g. Service

Resolution# 45-2026

A RESOLUTION AUTHORIZING AN AGREEMENT WITH MANNIK SMITH GROUP FOR THE STATE ROUTE 25 CORRIDOR STUDY AT A COST NOT TO EXCEED EIGHTY-NINE THOUSAND NINE HUNDRED SIXTY DOLLARS AND ZERO CENTS (\$89,960.00); AND DECLARING AND EMERGENCY

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

Resolution# 46-2026

A RESOLUTION AUTHORIZING AN AGREEMENT WITH AMERICAN STRUCTUREPOINT INC. FOR THE WEST BOUNDARY MULTI-USE PATH ("MUP") CONSTRUCTION INSPECTION SERVICES AT A COST NOT TO EXCEED SEVENTY-NINE THOUSAND NINE HUNDRED THIRTY-FOUR DOLLARS AND ZERO CENTS (\$79,934.00); AND DECLARING AND EMERGENCY

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

11. Other Business

12. Adjournment

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: Ordinance 32-2026

DATE: May 19, 2026



Subject Matter/Background

This Ordinance is to assess the cost of improvement of providing for the removal and special treatment of shade trees and controlling the blight and disease of same and for planting, maintaining, trimming and removing shade trees in and along the streets and within public rights-of-way of the City of Perrysburg in accordance with the Resolution 10-2026. These costs shall be assessed in the manner and pursuant to the payment schedules set forth, and on the lots and lands described in the Resolution.

The improvement shall be made in accordance with the provisions of the Resolution and with the plans, specifications, profiles and estimate of cost previously approved and now on file in the office of the Clerk of Council

Financial Review

There is no funding needed for this Ordinance.

Legal Review

This Ordinance has been reviewed and is appropriately before you.

Recommendation

1st Reading – May 19, 2026
2nd Reading – June 2, 2026
3rd Reading and Vote – June 16, 2026

ORDINANCE 32-2026

AN ORDINANCE DETERMINING TO PROCEED WITH THE REMOVAL AND SPECIAL TREATMENT OF SHADE TREES AND CONTROLLING THE BLIGHT AND DISEASE OF SAME AND FOR PLANTING, MAINTAINING, TRIMMING AND REMOVING SHADE TREES IN AND ALONG THE STREETS AND WITHIN PUBLIC RIGHTS-OF-WAY OF THE CITY OF PERRYSBURG

WHEREAS, the City Council has adopted Resolution 10-2026 on March 17, 2026 (the Resolution), declaring the necessity of making the improvement described in Section 1.

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

SECTION 1. It is determined to proceed with and complete the improvement of providing for the removal and special treatment of shade trees and controlling the blight and disease of same and for planting, maintaining, trimming and removing shade trees in and along the streets and within public rights-of-way of the City of Perrysburg.

SECTION 2. The improvement shall be made in accordance with the provisions of the Resolution and with the plans, specifications, profiles and estimate of cost previously approved and now on file in the office of the Clerk of Council.

SECTION 3. There have been no claims for damages legally filed, and the Director of Law is authorized and directed to institute legal proceedings in a court of competent jurisdiction to inquire into future claims if necessary.

SECTION 4: The portion of the cost of the improvement to be assessed in accordance with the Resolution shall be assessed in the manner and pursuant to the payment schedules set forth, and on the lots and lands described in the Resolution.

SECTION 5. The estimated special assessments previously prepared and filed in the office of the Clerk of Council are adopted.

SECTION 6. The Clerk of Council shall deliver a certified copy of this ordinance to the County Auditor within 15 days after its passage.

SECTION 7: 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 8. 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: Ordinance 33-2026

DATE: May 19, 2026



Subject Matter/Background

This Ordinance is to levy a special assessment to cover the cost and expense of the removal or special treatment of certain shade trees for the purpose of controlling the blight and disease and for planting, maintaining, trimming and removing of other shade trees in and along the streets and within the public rights-of-way of, there shall be and hereby is placed an assessment. Said assessment shall be assessed upon the lots and lands bounding and abutting upon the streets and public rights-of-way in said district; and, set opposite the description of the respective lots and lands whereas City Council does hereby determine and declare that said lots and lands are specifically benefitted in the amounts so assessed against the same.

Such special assessment shall be levied and assessed by a percentage of the tax value of the property assessed in the amount of Seventy Thousand Dollars and Zero Cents (\$70,000.00). The owners of said several lots and parcels of land shall pay the sum so assessed in two (2) equal installments during the period of the assessment to the Treasurer of Wood County, Ohio, at the same time and in the same manner as other taxes are paid, or be subject to penalty and interest to be paid thereon as provided by law.

Financial Review

There is no funding needed for this Ordinance.

Legal Review

This Ordinance has been reviewed and is appropriately before you.

Recommendation

1st Reading – May 19, 2026
2nd Reading – June 2, 2026
3rd Reading and Vote – June 16, 2026

ORDINANCE 33-2026

AN ORDINANCE LEVYING SPECIAL ASSESSMENTS FOR THE REMOVAL AND SPECIAL TREATMENT OF SHADE TREES AND CONTROLLING THE BLIGHT AND DISEASE OF SAME AND FOR PLANTING, MAINTAINING, TRIMMING AND REMOVING SHADE TREES IN AND ALONG THE STREETS AND WITHIN PUBLIC RIGHTS-OF-WAY OF THE CITY OF PERRYSBURG

WHEREAS, through Ordinance 43-86, City Council for the City of Perrysburg, Ohio, established one district for the purpose of removing or specially treating therein shade trees for the purpose of controlling the blight and disease of same and for planting, maintaining, treating and removing shade trees in and along the streets and public rights-of-way of the City during the year 1986 and the years thereafter; and,

WHEREAS, City Council has determined that the value of the properties in this district are and will be enhanced and improved by this work; and,

WHEREAS, pursuant to Ordinance 43-86, City Council provided that part of the cost and expense connected with said work in said district shall be levied and assessed by a percentage of the tax valued of the property assessed.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PERRYSBURG, WOOD COUNTY, OHIO, with three-fourths (3/4) of all members elected in Council concurring:

SECTION 1. To pay the cost and expense of the removal or special treatment of certain shade trees for the purpose of controlling the blight and disease and for planting, maintaining, trimming and removing of other shade trees in and along the streets and within the public rights-of-way of, there shall be and hereby is placed an assessment. Said assessment shall be assessed upon the lots and lands bounding and abutting upon the streets and public rights-of-way in said district; and, set opposite the description of the respective lots and lands whereas City Council does hereby determine and declare that said lots and lands are specifically benefitted in the amounts so assessed against the same.

SECTION 2. Such special assessment shall be levied and assessed by a percentage of the tax value of the property assessed in the amount of Seventy Thousand Dollars and Zero Cents (\$70,000.00). The owners of said several lots and parcels of land shall pay the sum so assessed in two (2) equal installments during the period of the

assessment to the Treasurer of Wood County, Ohio, at the same time and in the same manner as other taxes are paid, or be subject to penalty and interest to be paid thereon as provided by law.

SECTION 3. The City's Director of Finance is directed to certify this special assessment to the Auditor of Wood County, Ohio, to be, by him, placed upon the grand tax duplicate of said County for the year 2026, for collection in 2027, against said lots and lands respectively to be collected at the same time and in the same manner as other taxes are collected.

SECTION 4. The Clerk of Council shall cause a notice of the passage of this ordinance to be published once in a newspaper of general circulation in this City and shall keep on file in the office of the Clerk of Council the special assessments.

SECTION 5. 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 6. 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: Ordinance 34-2026

DATE: May 19, 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 May 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 34-2026

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, Ordinance 5-2026 and Ordinance 23-2026; 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 - May 2026

Department	Account	Description	Amount
General Fund Transfers	1110-11761-59900	Debt Service 2026 Building Improvement Bonds	\$ 775,178.85
Water Transfers	5331-61814-59900	Debt Service 2026 Building Improvement Bonds	\$ 100,657.14
Sewer Transfers	5332-61815-59900	Debt Service 2026 Building Improvement Bonds	\$ 100,657.13
Bond Retirement	3601-93021-57201	Debt Service 2026 Building Improvement Bonds	\$ 370,000.00
Bond Retirement	3601-93021-57202	Debt Service 2026 Building Improvement Bonds	\$ 606,493.12
Bond Retirement	3601-93021-57101	Note - Principal (River Road Payoff)	\$ 4,000,000.00
Bond Retirement	3601-93021-57102	Note - Interest (River Road Payoff)	\$ 200,000.00
			\$ 6,152,986.24

TO: Mayor Weber
President Rettig
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Resolution 42-2026

DATE: May 19, 2026



Subject Matter/Background

The City seeks to establish a Stormwater Utility Program Enterprise Fund. This fund is established for the sole purpose of receipt and disbursement of Stormwater Utility Program monies in accordance with Perrysburg Codified Ordinances Chapter 1058.

This Ordinance formally establishes a Stormwater Utility Program Enterprise Fund and is hereby established pursuant to Ohio R.C. 5705.09(G) and authorizes to take all actions necessary and reasonable to establish the fund, consistent with otherwise applicable law.

Financial Review

This legislation has been reviewed and approved by Finance.

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

1st Reading – May 19, 2026
2nd Reading – June 2, 2026
3rd Reading and Vote – June 16, 2026

RESOLUTION 42-2026

A RESOLUTION ESTABLISHING A STORMWATER UTILITY PROGRAM ENTERPRISE FUND

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 add 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 1058.05 “Stormwater Utility Program Enterprise Fund” that 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; and,

WHEREAS, in order to comply with Section 1058.05, it is necessary for the City to establish a new Stormwater Utility Program Enterprise Fund.

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

SECTION 1. Pursuant to and in accordance with Ohio R.C. 5705.09(G), there is hereby established a special, segregated and distinct utility fund, to be known as the "Stormwater Utility Fund No. 5333". All moneys collected as service charges and interest and penalties thereon, and any other revenues or receipts of the stormwater utility, shall be deposited in said Stormwater Utility Enterprise Fund.

SECTION 2. This fund is established for the sole purpose of receipt and disbursement of Stormwater Utility Program monies in accordance with Perrysburg Codified Ordinances Chapter 1058.

SECTION 3. 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 4. 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 43-2026

DATE: May 19, 2026



Subject Matter/Background

The Finance Department is requesting an update to the City of Perrysburg's Credit Card Policy. The update provides clarity and additional direction regarding convenience fees.

This Resolution was reviewed by the Finance Committee at their May 12, 2026 meeting and unanimously approved for advancement to City Council.

Financial Review

This Resolution will have no immediate financial impact on the City of Perrysburg.

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

First Reading – 5/19/2026

Second Reading – 6/2/2026

Third Reading and Vote – 6/16/2026

RESOLUTION 43-2026

**A RESOLUTION UPDATING THE CITY OF PERRYSBURG'S
CREDIT CARD POLICY**

WHEREAS, the City of Perrysburg's Finance Department is requesting an update to the City's Credit Card Policy; and,

WHEREAS, the policy has been updated to provide clarity and additional direction regarding convenience fees.

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 execute the necessary documents to amend the City of Perrysburg's Credit Card Policy as represented in 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 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

City Issued Credit Cards

623.1 PURPOSE AND SCOPE

Credit cards are purchasing tools that can offer an additional method of payment to the existing City of Perrysburg purchasing process. They provide an efficient and effective method of purchasing and paying for goods and services. The City of Perrysburg will have three types of credit cards. These will include corporate credit cards, virtual credit cards, and store credit cards.

623.2 POLICY

This policy describes the appropriate use of each of the different credit card types. Credit cards may only be used for official business and for the benefit of the City. They shall only be used for one-time purchases or vendors that will not accept another means of payment. They are not to be used with vendors that the City has an account with.

623.3 CREDIT CARD REWARDS PROGRAMS

Any City credit card with a rewards program shall have all rebates credited to the General Fund. A report of any rebates received shall be reported to the Finance Committee on an annual basis.

623.4 PURCHASE ORDERS

Consistent with the Purchasing Policy, a purchase for \$500 or more requires a purchase order.

623.5 PROHIBITED EXPENDITURES

Expenditures that are strictly prohibited to be purchased with any credit card type:

- Entertainment
- Alcoholic Beverages
- Cash Advances/Withdrawals
- Gratuities Over 20% of Approved Meals
- Purchases for Personal Use

Violation of this policy may result in disciplinary action, up to, and including termination.

623.6 VIRTUAL CREDIT CARDS

The Finance Department is authorized to pay vendors with a one-time secure virtual card. No payment, using the one-time secure virtual card method, shall be made to vendors that charge a fee for using a virtual card.

To request a virtual card the Department/Division/Office head (or designee) must submit a request in writing to the Director of Finance, or designee. If approved, a virtual card will be sent to that individual to make the approved purchase. After the purchase is made, an original, detailed

City Issued Credit Cards

receipt must be turned in. Each receipt shall be legibly signed by the Department/Division/Office Head, coded and include a description of the reason for the expense.

623.7 CREDIT CARDS / COMMERCIAL CHARGE ACCOUNTS

There shall be a limited number of City-issued corporate credit cards maintained by the Finance Department. Cards may be signed out by a Department/Division/Office head (or designee) with proper justification for use of the credit card.

Department/Division/Office heads (or designees) will be able to sign out and use a corporate credit card. The individual requesting usage of a card must submit a request to the Director of Finance, or designee. If approved, the corporate card may be signed out from the Finance Department and returned after use, with a signed invoice for purchase(s) made.

An original, detailed receipt must be turned in. Each receipt shall be legibly signed by the Department/Division/Office Head, coded and include a description of the reason for the expense.

On a quarterly basis, Director of Finance, or designee will review the number of cards and accounts issued, expiration dates and credit limits.

Each employee who is in possession of a City corporate credit card is personally responsible and liable for any charges that are incurred under that corporate credit card. The card shall not be given to, or used, by, anyone else.

623.7.1 CANCELLATION OF CARDS

The Director of Finance must be notified immediately upon learning that a credit card has been lost, stolen, or needs to be revoked.

623.7.2 MAINTENANCE

The Finance Department shall maintain a list of corporate credit cards. Each card user shall read and sign the City Cardholder Agreement, stating that they have read the City-Issued Credit Cards policy, understand it and agree to abide by it. Each authorized card user may not incur a single transaction that is over \$2,500.00 without prior approval by the Director of Finance. Prior authorization is needed for any transaction that will be over the \$2,500.00. The Corporate Credit Card limit is \$7,500.00 per card, per month.

Monthly, the Finance Director shall present to the legislative authority credit card/commercial charge account transaction detail from the previous month. The legislative authority shall review the detail and annually the presiding officer of the legislative authority shall sign an attestation stating that the legislative authority reviewed the transactions.

623.7.3 CREDIT CARD CONVENIENCE FEES

Credit card convenience fees are charges, assessed by vendors or service providers, for processing payments made via credit card. Convenience fees are incurred as part of the payment process and represent a standard transactional cost. Late fees and penalties are NOT considered convenience fees and shall never be paid when using the City issued credit card.

City Issued Credit Cards

Although not always avoidable, employees should exercise sound judgment and fiscal responsibility when incurring and paying such convenience fees. Whenever feasible, alternative payment methods that do not include convenience fees, such as ACH transfers, checks, or other director payment options, should be utilized to minimize costs. While credit card convenience fees are often unavoidable and represent a standard business expense, efforts should be made to limit the payment of such fees when practical.

Some examples of when a convenience fee may be paid by the City with a City owned credit card are:

- The vendor doesn't accept payment by any other means without a convenience fee and they are the only vendor option for the purchase;
- When payment must be made in person and the amount will not be known until checkout, such as recording fees with Wood County;
- Registrations for training that can only be paid with a credit card.

623.8 STORE CREDIT CARDS

The City of Perrysburg will have store credit cards accounts. (Example: Lowes, Home Depot, and WEX) Department/Division/Office Heads may request in writing when an employee needs to be added to a store account. This request shall include justification as to why the employee needs access. The City Administrator and Director of Finance must both approve the addition.

Any time a store card is used itemized receipt must be coded with an expense account, along with a description of the reason for the expense and approved by the Department/Division/Office Head. These receipts must be promptly turned into the Finance Department for processing.

TO: Mayor Weber
President Rettig
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Resolution 44-2026

DATE: May 19, 2026



Subject Matter/Background

This Resolution deems Historical Marker OHS #20-87 no longer necessary for public use and authorizes the donation to the Perrysburg Area Historic Museum. The City would like to replace Historical Marker OHS #20-87 with an updated version.

The Finance Committee considered the legislation at their May 12, 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 44-2026

A RESOLUTION DECLARING A CERTAIN HISTORICAL MARKER NO LONGER NEEDED FOR PUBLIC USE OR UNFIT FOR PUBLIC SERVICE; AND DECLARING AN EMERGENCY

WHEREAS, Article III, Section III – 10.0 of the Perrysburg City Charter provides the City Council with the power to determine the method, manner, consideration and procedure for the purchase of property on behalf of the Municipality and the sale or disposal thereof; and,

WHEREAS, the City is replacing the Historical Marker OHS #20-87 located at Hood Park; and

WHEREAS, Historical Marker OHS #20-87 is no longer deemed necessary for public use; and,

WHEREAS, the Perrysburg Area Historic Museum has expressed interest in displaying the historical marker; and,

WHEREAS, the City is requesting that Historical Marker OHS #20-87 be donated to the Perrysburg Area Historic Museum; and,

WHEREAS, this legislation went before the Finance Committee on May 12, 2026 and was unanimously approved for advancement to City Council.

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

SECTION 1. City Council hereby authorizes the Mayor and Director of Finance to arrange for the donation of Historical Marker OHS #20-87 to the Perrysburg Area Historic Museum as it is no longer deemed necessary for public use.

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 timely donation, 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, Law Director

RE: Ordinance 31-2026

DATE: May 5, 2026



Subject Matter/Background

Perrysburg Codified Ordinance §266.15-2(A) establishes pay grades, base wages, and steps for full-time non-bargaining unit staff, which are reviewed annually and adjusted to reflect any Council approved across-the-board wage increases.

In developing the City's 2026 budget, Council budgeted for a three percent (3%) across-the-board wage increases for all full-time non-bargaining unit employees.

This Ordinance approves the budgeted for three percent (3%) across-the-board wage increase for all full-time non-bargaining unit employees and updates the wage table to reflect the increase.

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

First Reading – 5/5/2026

Second Reading – 5/19/2026

Third Reading and Vote – 6/2/2026

ORDINANCE 31-2026

AN ORDINANCE AMENDING PERRYSBURG CODIFIED ORDINANCE §266.15-2(A)

WHEREAS, Perrysburg Codified Ordinance §266.15-2(A) establishes pay grades, base wages, and steps for full-time non-bargaining unit staff; and,

WHEREAS, to ensure that employees are fairly compensated and to allow the City to attract and retain qualified individuals, the wage table is reviewed annually and adjusted to reflect any Council approved across-the-board wage increases; and,

WHEREAS, in developing the City's 2026 budget, the Council budgeted for a three percent (3%) across-the-board wage increases for all full-time non-bargaining unit employees; and,

WHEREAS, City Council has determined that the wage table should be adjusted to reflect the three percent (3%) across-the-board wage increase budgeted for by Council in 2026; and,

WHEREAS, the Personnel Committee considered this legislation at its meeting on April 28, 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. The budgeted for three percent (3%) across-the-board wage increase for all full-time non-bargaining unit employees is hereby approved and shall be incorporated into the 2026 Wage Table, as set forth in the amended §266.15-2.

SECTION 2. Codified Ordinance §266.15-2(A) which currently reads as:

266.15-2 WAGE TABLE: PAY GRADES, BASE WAGES, AND STEPS FOR FULL-TIME NON-BARGAINING UNIT STAFF.

A. Effective July 7, 2025, the Wage Table is established as follows (Pay Grades/Job Classifications are outlined in Section 266.15-1):

2025	MIN					Hiring Max					MAX
Years between steps	1	1	1	1	1	3	3	3	3	3	
PAY GRADE	A	B	C	D	E	F	G	H	I	J	K
Grade 4	\$25.42	\$26.44	\$27.46	\$28.47	\$29.49	\$30.51	\$31.52	\$32.54	\$33.56	\$34.58	\$35.59

Grade 5	\$27.24	\$28.33	\$29.41	\$30.50	\$31.59	\$32.68	\$33.77	\$34.86	\$35.95	\$37.04	\$38.13
Grade 6	\$29.05	\$30.21	\$31.37	\$32.53	\$33.70	\$34.86	\$36.02	\$37.18	\$38.34	\$39.51	\$40.67
Grade 7	\$30.86	\$32.10	\$33.33	\$34.56	\$35.80	\$37.03	\$38.27	\$39.50	\$40.74	\$41.97	\$43.21
Grade 8	\$32.67	\$33.98	\$35.29	\$36.60	\$37.90	\$39.21	\$40.52	\$41.82	\$43.13	\$44.44	\$45.74
Grade 9	\$34.49	\$35.87	\$37.25	\$38.63	\$40.00	\$41.38	\$42.76	\$44.14	\$45.52	\$46.90	\$48.28
Grade 10	\$36.30	\$37.75	\$39.20	\$40.66	\$42.11	\$43.56	\$45.01	\$46.46	\$47.92	\$49.37	\$50.82
Grade 11	\$38.11	\$39.64	\$41.16	\$42.69	\$44.21	\$45.73	\$47.26	\$48.78	\$50.31	\$51.83	\$53.36
Grade 12	\$39.93	\$41.52	\$43.12	\$44.72	\$46.31	\$47.91	\$49.51	\$51.10	\$52.70	\$54.30	\$55.90
Grade 13	\$41.74	\$43.41	\$45.08	\$46.75	\$48.42	\$50.09	\$51.75	\$53.42	\$55.09	\$56.76	\$58.43
Grade 14	\$43.55	\$45.29	\$47.03	\$48.78	\$50.52	\$52.26	\$54.00	\$55.74	\$57.49	\$59.23	\$60.97
Grade 15	\$45.36	\$47.18	\$48.99	\$50.81	\$52.62	\$54.44	\$56.25	\$58.06	\$59.88	\$61.69	\$63.51
Grade 16	\$52.45	\$53.50	\$54.55	\$55.60	\$56.65	\$57.70	\$59.80	\$61.90	\$63.99	\$66.09	\$68.19
Grade 17	\$56.41	\$57.54	\$58.66	\$59.79	\$60.92	\$62.05	\$64.31	\$66.56	\$68.82	\$71.08	\$73.33
Grade 18	\$60.36	\$61.57	\$62.78	\$63.99	\$65.19	\$66.40	\$68.81	\$71.23	\$73.64	\$76.06	\$78.47
Grade 19	\$64.32	\$65.61	\$66.89	\$68.18	\$69.46	\$70.75	\$73.32	\$75.90	\$78.47	\$81.04	\$83.61
Grade 20	\$68.27	\$69.64	\$71.00	\$72.37	\$73.74	\$75.10	\$77.83	\$80.56	\$83.29	\$86.03	\$88.76
Grade 22	\$76.18	\$77.71	\$79.23	\$80.75	\$82.28	\$83.80	\$86.85	\$89.90	\$92.95	\$95.99	\$99.04

is hereby amended, and adopted to read as:

266.15-2 WAGE TABLE: PAY GRADES, BASE WAGES, AND STEPS FOR FULL-TIME NON-BARGAINING UNIT STAFF.

A. Effective **July 6, 2026**, the Wage Table is established as follows (Pay Grades/Job Classifications are outlined in Section 266.15-1):

2026	MIN					Hiring Max					MAX
Years between steps	1	1	1	1	1	3	3	3	3	3	
PAY GRADE	A	B	C	D	E	F	G	H	I	J	K
Grade 4	\$26.18	\$27.23	\$28.28	\$29.32	\$30.37	\$31.43	\$32.47	\$33.52	\$34.57	\$35.62	\$36.66
Grade 5	\$28.06	\$29.18	\$30.29	\$31.42	\$32.54	\$33.66	\$34.78	\$35.91	\$37.03	\$38.15	\$39.27
Grade 6	\$29.92	\$31.12	\$32.31	\$33.51	\$34.71	\$35.91	\$37.10	\$38.30	\$39.49	\$40.70	\$41.89
Grade 7	\$31.79	\$33.06	\$34.33	\$35.60	\$36.87	\$38.14	\$39.42	\$40.69	\$41.96	\$43.23	\$44.51
Grade 8	\$33.65	\$35.00	\$36.35	\$37.70	\$39.04	\$40.39	\$41.74	\$43.07	\$44.42	\$45.77	\$47.11

Grade 9	\$35.52	\$36.95	\$38.37	\$39.79	\$41.20	\$42.62	\$44.04	\$45.46	\$46.89	\$48.31	\$49.73
Grade 10	\$37.39	\$38.88	\$40.38	\$41.88	\$43.37	\$44.87	\$46.36	\$47.85	\$49.36	\$50.85	\$52.34
Grade 11	\$39.25	\$40.83	\$42.39	\$43.97	\$45.54	\$47.10	\$48.68	\$50.24	\$51.82	\$53.38	\$54.96
Grade 12	\$41.13	\$42.77	\$44.41	\$46.06	\$47.70	\$49.35	\$51.00	\$52.63	\$54.28	\$55.93	\$57.58
Grade 13	\$42.99	\$44.71	\$46.43	\$48.15	\$49.87	\$51.59	\$53.30	\$55.02	\$56.74	\$58.46	\$60.18
Grade 14	\$44.86	\$46.65	\$48.44	\$50.24	\$52.04	\$53.83	\$55.62	\$57.41	\$59.21	\$61.01	\$62.80
Grade 15	\$46.72	\$48.60	\$50.46	\$52.33	\$54.20	\$56.07	\$57.94	\$59.80	\$61.68	\$63.54	\$65.42
Grade 16	\$54.02	\$55.11	\$56.19	\$57.27	\$58.35	\$59.43	\$61.59	\$63.76	\$65.91	\$68.07	\$70.24
Grade 17	\$58.10	\$59.27	\$60.42	\$61.58	\$62.75	\$63.91	\$66.24	\$68.56	\$70.88	\$73.21	\$75.53
Grade 18	\$62.17	\$63.42	\$64.66	\$65.91	\$67.15	\$68.39	\$70.87	\$73.37	\$75.85	\$78.34	\$80.82
Grade 19	\$66.25	\$67.58	\$68.90	\$70.23	\$71.54	\$72.87	\$75.52	\$78.18	\$80.82	\$83.47	\$86.12
Grade 20	\$70.32	\$71.73	\$73.13	\$74.54	\$75.95	\$77.35	\$80.16	\$82.98	\$85.79	\$88.61	\$91.42
Grade 22	\$78.47	\$80.04	\$81.61	\$83.17	\$84.75	\$86.31	\$89.46	\$92.60	\$95.74	\$98.87	\$102.01

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: Ordinance 35-2026

DATE: May 19, 2026



Subject Matter/Background

City of Perrysburg, Ohio, Codified Ordinance §266.15-1 establishes “Pay Grades Established for Full-Time Non-Bargaining Unit Staff” through the City of Perrysburg’s Codified Ordinances (“Code”) titled “Personnel Policy.” The City of Perrysburg has determined it is appropriate to amend a certain job title in §266.15-1.

This Ordinance will amend the job description for the Planning and Zoning Administrator to focus on the traditional roles of this position and remove certain job duties related to economic development. The amended job description was reviewed by Archer and Archer recommended the amended job description be placed into Pay Grade 17. This change will become effective May 27, 2026.

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.

ORDINANCE 35-2026

AN ORDINANCE AMENDING PERRYSBURG CODIFIED ORDINANCE §266.15-1(A); AND DECLARING AN EMERGENCY

WHEREAS, Perrysburg Codified Ordinance §266.15-1(A) establishes the pay grades for full-time non-bargaining unit staff; and,

WHEREAS, the City of Perrysburg has recently amended the job description for the Planning and Zoning Administrator to focus on the traditional roles of this position, namely planning and zoning, and remove certain job duties related to economic development; and,

WHEREAS, the amended job description was reviewed by Archer and Archer recommended the amended job description be placed into Pay Grade 17; and,

WHEREAS, the City has determined it necessary to update the Pay Grades set forth in §266.15-1(A) to reflect the Archer recommendation.

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

SECTION 1. Effective May 27, 2026, Codified Ordinance §266.15-1(A), which currently reads as:

266.15-1 PAY GRADES ESTABLISHED FOR FULL-TIME NON-BARGAINING UNIT STAFF

A. Pay Grades are established as follows (Base Wage/Steps are outlined in Section 266.15-2):

PAY GRADE	TITLE	FLSA
Grade 4	Administrative Assistant/Victim Advocate	N
	Administrative Assistant	N
Grade 5	Executive Assistant	N
	Legal Assistant	N
	Zoning Inspector	N
Grade 6	Construction Inspector	N
	GIS Technician	N
	IT Technician	N
Grade 7	Advanced Certified Paralegal	N
	CAD Technician/Construction Inspector	N
	Human Resources Coordinator	N
	Legal Assistant/Clerk of Council	N
	Stormwater Program Technician	N
	Support Services Supervisor	N
	Urban Forester	N

	Utilities Supervisor	N
	Service Supervisor	N
Grade 8	Public Information Officer	E
Grade 9	Superintendent Field Operations/DPS	E
Grade 10	Deputy Administrator Planning & Zoning OSH Coordinator	E E
Grade 11	Natural Resources Manager Staff Engineer Superintendent Field Operations/DPU	E E E
Grade 12	Assistant Manager WWTP Support Services Manager	E E
Grade 13	Deputy Director of Public Service	E
Grade 14	Assistant Prosecutor GIS Administrator IT Administrator	E E E
Grade 15	Income Tax Commissioner Lieutenant - Police	E E
Grade 16	Deputy Chief of Police Deputy Director of Finance Deputy Fire Chief Human Resources Manager Municipal Court Prosecutor WWTP Manager	E E E E E E
Grade 17	Deputy Director Public Utilities	E
Grade 18	City Engineer Director of Public Service Fire Chief IT Manager Planning and Zoning Administrator Police Chief	E E E E E E
Grade 19	Director of Finance/Clerk of Council Director of Public Utilities Law Director	E E E
Grade 20	Deputy City Administrator Director of Public Safety	E E
Grade 22	City Administrator	E

is hereby amended and revised to read:

266.15-1 PAY GRADES ESTABLISHED FOR FULL-TIME NON-BARGAINING UNIT STAFF

A. Pay Grades are established as follows (Base Wage/Steps are outlined in Section 266.15-2):

PAY GRADE	TITLE	FLSA
Grade 4	Administrative Assistant/Victim Advocate	N
	Administrative Assistant	N
Grade 5	Executive Assistant	N
	Legal Assistant	N
	Zoning Inspector	N
Grade 6	Construction Inspector	N
	GIS Technician	N
	IT Technician	N
Grade 7	Advanced Certified Paralegal	N
	CAD Technician/Construction Inspector	N
	Human Resources Coordinator	N
	Legal Assistant/Clerk of Council	N
	Stormwater Program Technician	N
	Support Services Supervisor	N
	Urban Forester	N
	Utilities Supervisor	N
	Service Supervisor	N
Grade 8	Public Information Officer	E
Grade 9	Superintendent Field Operations/DPS	E
Grade 10	Deputy Administrator Planning & Zoning	E
	OSH Coordinator	E
Grade 11	Natural Resources Manager	E
	Staff Engineer	E
	Superintendent Field Operations/DPU	E
Grade 12	Assistant Manager WWTP	E
	Support Services Manager	E
Grade 13	Deputy Director of Public Service	E
Grade 14	Assistant Prosecutor	E
	GIS Administrator	E
	IT Administrator	E
Grade 15	Income Tax Commissioner	E
	Lieutenant - Police	E
Grade 16	Deputy Chief of Police	E
	Deputy Director of Finance	E
	Deputy Fire Chief	E
	Human Resources Manager	E
	Municipal Court Prosecutor	E
	WWTP Manager	E
Grade 17	Deputy Director Public Utilities	E
	Planning and Zoning Administrator	E
Grade 18	City Engineer	E

	Director of Public Service	E
	Fire Chief	E
	IT Manager	E
	Planning and Zoning Administrator	E
	Police Chief	E
Grade 19	Director of Finance/Clerk of Council	E
	Director of Public Utilities	E
	Law Director	E
Grade 20	Deputy City Administrator	E
	Director of Public Safety	E
Grade 22	City Administrator	E

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 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 allow for the posting of the job 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, Law Director

RE: Resolution 47-2026

DATE: May 19, 2026



Subject Matter/Background

The City of Perrysburg, Ohio has been engaged in discussions with Pivotal HP regarding watermain infrastructure installation along W. 6th Street. It was agreed to extend the utility infrastructure to best serve the proposed development and the City, which includes improved fire protection along W. 6th Street.

The cost for the project is Sixty-Eight Thousand Seven Hundred Thirty-Two Dollars and Zero Cents (\$68,732.00), with the Director of Public Utilities requesting a five percent (5%) contingency leaving the total cost of the project at an amount not to exceed Seventy-Two Thousand One Hundred Sixty-Eight Dollars and Sixty Cents (\$72,168.60).

The Service Committee considered this legislation at their May 18, 2026 meeting and voted to advance the legislation to City Council as an emergency measure.

Financial Review

Account Number: 5401-61814-55999

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 Resolution as an emergency is recommended, in order to allow for timely completion of the project.

RESOLUTION 47-2026

A RESOLUTION AUTHORIZING AN AGREEMENT WITH PIVOTAL HP TO CONSTRUCT AN EXTENSION TO THE WATER MAIN INFRASTRUCTURE FOR THE PERRYSBURG SENIOR LOFTS PROJECT; AND DECLARING AN EMERGENCY

WHEREAS, the City of Perrysburg, Ohio, has been engaged in discussions with Pivotal HP regarding watermain infrastructure installation to serve a proposed development on land located on the north side of W. 6th Street, east of West Boundary Street; and,

WHEREAS, consistent with the structure of the City's overall water main infrastructure plan, and the necessity to maintain a looped water distribution system, the parties have agreed on a plan for an extension to the installation of utilities infrastructure to best serve the proposed development and the City, which includes improved fire protection along W. 6th Street; and,

WHEREAS, the cost for the project is Sixty-Eight Thousand Seven Hundred Thirty-Two Dollars and Zero Cents (\$68,732.00), with the Director of Public Utilities requesting a five percent (5%) contingency of Three Thousand Four Hundred Thirty-Six Dollars and Sixty Cents (\$3,436.60), leaving the total cost of the project at an amount not to exceed Seventy-Two Thousand One Hundred Sixty-Eight Dollars and Sixty Cents (\$72,168.60); and,

WHEREAS, the Public Utilities Committee of Council considered the agreement at its meeting of May 18, 2026 and unanimously voted to recommend the legislation to City Council.

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

The Mayor and Director of Finance are authorized to enter into a reimbursement agreement with Pivotal HP for construction of an extension to the watermain at the proposed Perrysburg Senior Lofts Project at a cost of Sixty-Eight Thousand Seven Hundred Thirty-Two Dollars and Zero Cents (\$68,732.00), as outlined in the quote attached hereto and incorporated herein as Exhibit A, consistent with proposal attached hereto as Exhibit A, the City's water infrastructure plan, and terms deemed reasonable and appropriate to the City Administrator, the Director of Public Utilities, and the Law Director. 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 five percent (5%) or Three Thousand Four Hundred Thirty-Six Dollars and Sixty Cents (\$3,436.60), for a total project amount

not to exceed Seventy-Two Thousand One Hundred Sixty-Eight Dollars and Sixty Cents (\$72,168.60).

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 permit the Developer to move forward with construction of the water infrastructure extension, 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



May 15, 2026

Attn: Pete Schwiegeraht
Pivotal HP
9100 Centre Pointe Drive
West Chester, OH 45069

Re: Perrysburg Senior Lofts – Waterline Extension – REVISION 1

Pete,

We have reviewed the concept plans for the water line extension from the project site east to Mulberry Street. The budget breakdown below represents the 260' of water line from Mulberry Street westward with the remaining water line costs attributed to the main project. This cost now includes the connection to the east side of Mulberry St.

The breakdown is as follows:

Waterline Loop - 6th Street Extension				
Waterline Extension from Property	280.0 LNFT			NOT INCLUDED
Waterline Extension - Mulberry to West	260.0 LNFT	\$	115.00	\$ 29,900
Spoils Haul Off	96.2 CY	\$	22.00	\$ 2,116
Maintenance of Traffic (260 LNFT of 540 total LNFT)	48% %	\$	7,500.00	\$ 3,611
Jack & Bore Under Mulberry	55.0 LNFT	\$	375.00	\$ 20,625
Pavement Repairs	100.0 SQFT	\$	25.00	\$ 2,500
Landscape/Reseeding	1.0 ls	\$	750.00	\$ 750
Design Fees				EXCLUDED
Cost of Work Subtotal			\$	59,503
General Requirements			8.00% \$	4,760
General Liability Insurance			0.90% \$	578
Contractor's Fee			6.00% \$	3,890
TOTAL			\$	68,732

We are excluding design fees, survey work and any unforeseen utility conflicts. Please feel free to reach out with any questions.

Sincerely

Jonathan Belviso
Vice President of Preconstruction
Ruscilli Construction Co., LLC.

TO: Mayor Weber
President Rettig
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Resolution 45-2026

DATE: May 19, 2026



Subject Matter/Background

The City of Perrysburg has found it necessary to complete a traffic study update for certain portions of the State Route 25 Corridor. A Request for Qualifications (RFQ) was issued on February 27, 2026 for a firm for the project. Six (6) submittals were received, evaluated, and ranked and Mannik Smith Group was the top ranked firm, selected as the most qualified based upon the firm's experience and professional expertise.

The total cost for the traffic study update is expected to be Eighty-Nine Thousand Nine Hundred Sixty Dollars and Zero Cents (\$89,960.00).

This Resolution authorizes the Mayor and Director of Finance to accept the proposal and enter into an agreement with Mannik Smith Group in an amount not to exceed Eighty-Nine Thousand Nine Hundred Sixty Dollars and Zero Cents (\$89,960.00) for a traffic study update.

Financial Review

Account number: 1110-11156-53999

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 measure would be appropriate to take the necessary steps to engage Mannik Smith Group and complete the traffic study update in a timely manner.

RESOLUTION 45-2026

A RESOLUTION AUTHORIZING AN AGREEMENT WITH MANNIK SMITH GROUP FOR THE STATE ROUTE 25 CORRIDOR STUDY AT A COST NOT TO EXCEED EIGHTY-NINE THOUSAND NINE HUNDRED SIXTY DOLLARS AND ZERO CENTS (\$89,960.00); AND DECLARING AND EMERGENCY

WHEREAS, the City of Perrysburg has found it necessary to complete a traffic study update for certain portions of the State Route 25 corridor; and,

WHEREAS, a Request for Qualifications (RFQ) was issued on February 27, 2026 for an firm to develop the plan for and implement the study in which six (6) submittals were received, evaluated, and ranked by a City scoring committee and Mannik Smith Group was the top ranked firm, selected as the most qualified based upon the firm's experience and professional expertise; and,

WHEREAS, the total cost for the traffic study update is expected to be Eighty-Nine Thousand Nine Hundred Sixty Dollars and Zero Cents (\$89,960.00); and,

WHEREAS, at its May 11, 2026 meeting the Service Committee of Council unanimously recommended approval of the agreement.

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 Mannik Smith Group for the traffic study update for certain portions of the State Route 25 corridor, at a price not to exceed Eighty-Nine Thousand Nine Hundred Sixty Dollars and Zero Cents (\$89,960.00).

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 permit the City to take the necessary steps to engage Mannik Smith Group and complete the traffic study update 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



1800 Indian Wood Circle, Maumee, Ohio 43537
Tel: 419.891.2222 Fax: 419.891.1595
www.MannikSmithGroup.com

AGREEMENT FOR PROFESSIONAL SERVICES

MSG Proposal No.: 401.2600416.000

Date: May 5, 2026

CLIENT: **City of Perrysburg**

CLIENT CONTACT: **Brian Thomas, PE, PS, CPESC, CFM | City Engineer**

ADDRESS: **201 W. Indiana Avenue** CITY, STATE ZIP: **Perrysburg, OH 43551**

PHONE: **419.872.7880** EMAIL: bthomas@perrysburgoh.gov

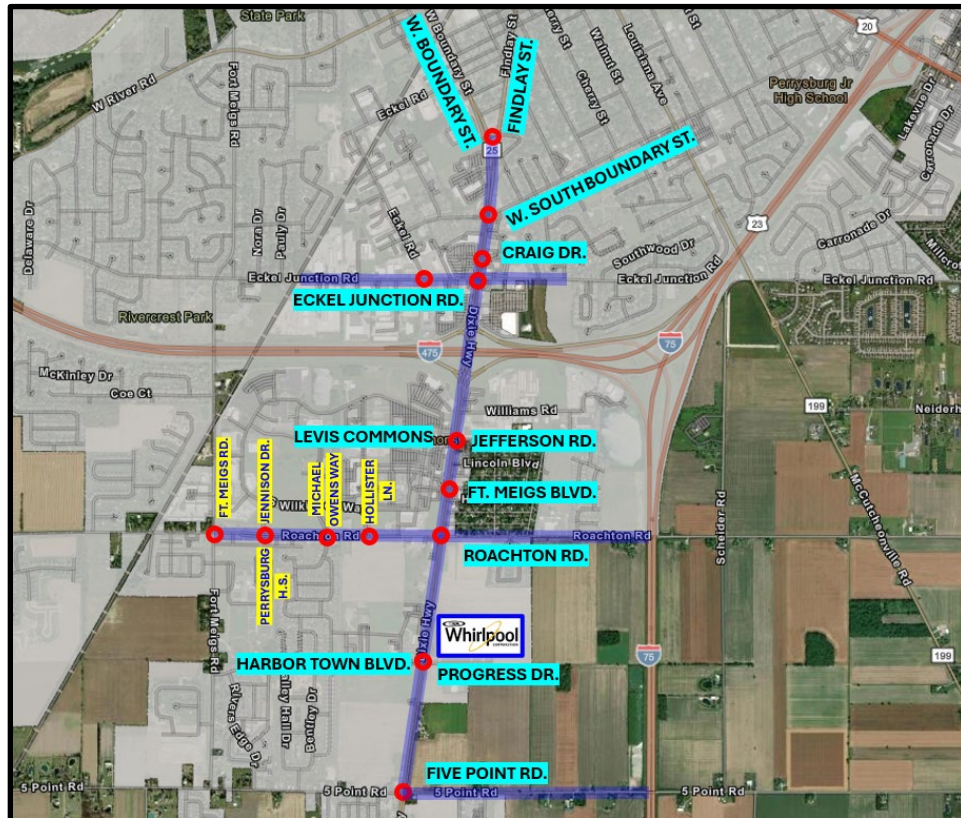
PROJECT NAME: **SR25-Roachton Rd.-Eckel Junction Rd. Traffic Study Update**

Dear Mr. Thomas,

The Mannik & Smith Group (MSG) is pleased to provide this proposal to conduct a SR25-Roachton Road-Eckel Junction Road Traffic Study Update. Based on our scoping discussion meeting and the RFP for the project, MSG anticipates the following scope of work for the traffic study update as outlined below:

SCOPE OF WORK FOR MSG:

MSG has outlined below the anticipated scope of services/fee proposal for the City of Perrysburg, to conduct a Traffic Study Update for the SR25-Roachton Road-Eckel Junction Road corridors as outlined below on the map insert. The blue shaded lines indicate where access management will be reviewed for future recommendations to maintain the integrity of the roadways as development continues to occur within the area. The red circles indicate where traffic counts are being conducted to collect AM and PM peak hour traffic volumes to be used for capacity analyses to assess the current traffic operations at key intersections.





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The purpose of the Traffic Study is to document existing conditions and assess the direction for future development that is anticipated to occur along SR25, Roachton Road, Eckel Junction Road, and Five Point Road (SR25 to I75 overpass), and to develop recommendations to maintain the integrity and functionality of the transportation network.

Key aspects of the Traffic Study will involve:

- Review of existing new curb cuts since the previous 2017 Traffic Study
- Coordinate with City on any planned developments that are known in the SR25 corridor to plan for future transportation needs
- Coordinate the land use plan update for the area that is anticipated to be finalized in May or June
- Conduct 14 traffic counts at the key intersections discussed at the scoping Kick-off Meeting with the City
- Once the traffic counts are conducted, develop base traffic volumes (AM & PM peaks)
- Traffic counts will project a 20-year horizon for analyses (confirm opening day / horizon year) for peak period traffic scenarios
- Consult Lake Erie West Regional Council for background traffic growth rates
- Review future land uses, future potential developments, and potential for a new I-75 interchange south of the I475/US23 & I75 Split to assess future transportation facility needs and potential access management strategies to key roadways

The data will be used to assess transportation needs, and develop Access Management Strategies for:

- State Route 25 (Dixie Highway) from Five Point Road northward to Findlay Street
- Roachton Road from Ft. Meigs Road I75 overpass
- Eckel Junction Road from Railroad Crossing (west of SR25) to Running Brook Drive (east of SR25)
- Five Point Road from SR25 (Dixie Highway) eastward to the I75 overpass

Finally, recommendations will be developed along with planning level cost estimates. These estimates will be useful to explore various funding programs the City could pursue to implement recommended improvements. A listing of the potential funding programs will be provided in the study as well.

Given the purpose of the Traffic Study as generally discussed above, and per the scoping kick-off meeting between MSG and the City of Perrysburg held on Monday April 13, 2026, the following Scope of Services outline below is proposed to complete the study and its goals. The Scope/Fee is separated into nine (9) phases to be conducted at a Lump Sum amount:

Phase 0001 – Traffic Counts & Processing

(48 hours labor + mileage + counter data processing by Miovision) = \$12,750 (lump sum)

- Task 1 – Counter Deployments
- Task 2 – Count Downloads & Processing

Phase 0002 – Base Traffic & Projections

(27 hours labor) = \$4,870 (lump sum)

- Task 1 – Base Traffic for 14 intersections & Figures for AM & PM Peak Traffic
- Task 2 – Growth Rate Development (consult with Lake Erie West)
- Task 3 – Project AM & PM Peak Traffic to Opening Day & 20-year Horizon

Phase 0003 – Research & Site Reviews

(26 hours labor) = \$4,370 (lump sum)

- Task 1 – Existing Traffic Control & Lanes Inventory
- Task 2 – Develop Base Figures & Graphics/Tables
- Task 3 – Research Online Data for Roadways



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Phase 0004 – Land Use Plan & Developments Coordination

(18 hours labor) = \$4,640 (lump sum)

- Task 1 – Review Land Use Plan Future Conditions
- Task 2 – Research Known Developments
- Task 3 – Review Known Future Transportation Improvements/Initiatives

Phase 0005 – Traffic Modeling & Capacity Analyses

(94 hours labor) = \$17,120 (lump sum)

- Task 1 – Develop Synchro Model (14 intersections)
- Task 2 – AM & PM Peak Traffic Scenarios (Existing, Opening Day, 20-year Horizon)
- Task 3 – No Build & Build Conditions (Proposed Improvements) for Opening Day & 20-year Horizon for AM & PM Peaks

Phase 0006 – Access Management Strategies

(40 hours labor) = \$9,380 (lump sum)

- Task 1 – SR25 Access Management Review/Suggestions (incorporate know developments & future land uses)
 - Segment involves SR25 from Five Point Road northward to Findlay Street
- Task 2 – Five Point Road Access Management Review/Suggestions (incorporate know developments & future land uses)
 - Segment involves Five Point Road from SR25 eastward to the I75 overpass
- Task 3 – Roachton Road Access Management Review/Suggestions (incorporate know developments & future land uses)
 - Segment involves Roachton Road from Ft. Meigs Road I75 overpass
- Task 4 – Eckel Junction Road Access Management Review/Suggestions (incorporate know developments & future land uses)
 - Segment involves Eckel Junction Road from Railroad Crossing (west of SR25) to Running Brook Drive (east of SR25)

Phase 0007 – Develop Recommendations

(57 hours labor) = \$13,450 (lump sum)

- Task 1 – Proposed Improvements on Corridors
- Task 2 – Improvement Figures
- Task 3 – Turn Lane Lengths/Signal Warrants
- Task 4 – Traffic Control and/or Geometric Changes Recommended

Phase 0008 – Cost Estimates

(36 hours labor) = \$8,440 (lump sum)

- Task 1 – Planning Level Cost Estimates (2026 costs including soft costs, but no ROW or Utilities costs)

Phase 0009 – Report Development & Deliverables

(71 hours labor) = \$14,940 (lump sum)

- Task 1 – Develop Report & Create PDF of Report
- Task 2 – Summary Table of Funding Sources
- Task 3 – Figures & Summary Tables

Brian, if you should have any questions on the scope/fee or see something we have missed, please let me know at your earliest convenience.

Sincerely,

Pat Etchie

(419.266.1519) or petchie@manniksmithgroup.com



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AGREEMENT FOR PROFESSIONAL SERVICES

MSG Proposal No.: 401.2600416.000
Date: May 5, 2026

FEE SCHEDULE:

☐ TIME AND MATERIALS (NOT TO EXCEED) ☒ LUMP SUM

Phase 0001 (Traffic Counts & Processing)	\$12,750
Phase 0002 (Base Traffic & Projections)	\$4,870
Phase 0003 (Research & Site Visits)	\$4,370
Phase 0004 (Land Use Plan & Developments Coordination).....	\$4,640
Phase 0005 (Traffic Modeling & Capacity Analyses)	\$17,120
Phase 0006 (Access Management Strategies)	\$9,380
Phase 0007 (Develop Recommendations).....	\$13,450
Phase 0008 (Cost Estimates).....	\$8,440
Phase 0009 (Report Development & Deliverables).....	\$14,940
TOTAL (ALL PHASES)	\$89,960

PROJECT FEE \$ 89,960
RETAINER \$ N/A (to be applied to final invoice)

SCHEDULE:

Per discussions at the scoping/fee kick-off meeting, it was indicated the project is anticipated to be authorized towards the end of May.

PROJECT DELIVERABLES:

- PDF of Traffic Study
- Traffic Counts at 14 intersections (12 hours of turning movements data at each location)
- Summary Table within Study of potential funding programs to pursue
- Planning Level Cost Estimates for use in future funding applications and for transportation infrastructure planning

AGREEMENT:

By execution of this Agreement, the Client authorizes The Mannik & Smith Group, Inc. to provide the services described above according to the attached Terms and Conditions. No terms or conditions other than those stated within the attached, and no agreement or understanding oral or written, in any way purporting to modify these terms and conditions whether contained in Client's purchase order or elsewhere, shall be binding on MSG and its subcontractors unless hereafter made in writing and signed by an authorized representative of MSG. All proposals, negotiations, and representations, if any, made prior to, and referenced hereto, are merged herein. In the event Client directs The Mannik & Smith Group, Inc. to proceed with the work, even if not signed below, the Terms & Conditions are considered accepted by the Client.

CITY OF PERRYSBURG

THE MANNIK & SMITH GROUP, INC.

SIGNED: _____

SIGNED: _____

PRINTED: _____

PRINTED: Patrick L. Etchie, AICP

TITLE: _____

TITLE: Sr. Associate | Grant & Funding Strategist

DATE: _____

DATE: May 5, 2026

**The Mannik & Smith Group, Inc.
Standard Terms and Conditions**

These Standard Terms and Conditions ("Terms") provide the terms and conditions pursuant to which The Mannik & Smith Group, Inc. ("MSG") will provide those certain services to you ("Client") for the project (hereinafter, "Project") set forth in the proposal issued to Client (the "Proposal") and as further described in the attached "Scope of Work." Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Proposal or Scope of Work, as the case may be. The terms of the Proposal, the Scope of Work, and these Terms shall be collectively referred to herein as this "Agreement."

1. **Services:** MSG will perform the Scope of Work as set forth in the Proposal and in accordance with these Terms. MSG has developed the Scope of Work, schedule, and compensation based on Client provided information and various assumptions about Client's needs and preferences. The Client acknowledges that equitable adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by MSG in performing their services.

Client further acknowledges that the Scope of Work was prepared at Client's request. In the event that the Scope of Work or a portion thereof, was developed by a party other than MSG, MSG makes no claims as to its adequacy. Accordingly, Client acknowledges that MSG is forced to assume that the Scope of Work is fully adequate for Client's purposes. Client also understands that MSG assumes that Client has an alternative source from which to obtain any needed or desired services not listed.

2. **Additional Services:** The Client and MSG acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, MSG shall notify the Client of the need for additional services, and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

3. **Project Requirements:** The Client has the right to retain its own consultants and contractors ("Client's Consultants") to perform services on the Project and shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception and provide any reports, testing, and documents necessary for MSG to complete its Scope of Work. MSG, Client, and Client's Consultants shall coordinate Project related services. MSG shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness and timeliness of services and information furnished by Client and Client's Consultants. However, MSG shall provide notice to the Client if MSG becomes aware of any error, omission or inconsistency in such services or information. If the Client has established design standards, they shall be furnished to MSG at Project inception. MSG will review the Client design standards and may recommend alternate standards considering the Standard of Care as defined in Section 5 herein. Client's Consultants shall be properly licensed to practice in the jurisdiction of the Project and shall maintain insurance, including professional liability insurance, as sufficient and appropriate for the Project. The Client shall identify a representative authorized to act on Client's behalf with respect to the Project.

4. **Compliance with Laws:** MSG shall perform its services in accordance with its Standard of Care as defined herein and will endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice or official interpretations thereof change during the Project, MSG shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

5. **Standard of Care:** Services provided by MSG will be performed with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances ("Standard of Care"). The Standard of Care shall exclusively be judged as of the time the services are rendered and not according to later standards. MSG makes no warranties

or guarantees, express or implied, under this Agreement or otherwise in connection with the services rendered hereunder.

6. **Information from Third Parties:** The Client and MSG acknowledge that MSG will rely on information furnished by third parties in performing its services under the Project. MSG shall not be liable for any damages that may be incurred by the Client in the use of third-party information.

7. **Period of Service:** MSG shall perform the services for the Project in a timely manner consistent with its Standard of Care. MSG will strive to perform its services according to the Project schedule set forth in the Proposal. The services of each task shall be considered complete when deliverables for the task have been presented to the Client for review and approval. MSG shall be entitled to an extension of time and compensation adjustment for any delay and/or disruption beyond MSG control. MSG is not responsible for any delay and/or disruption beyond its control, including, but not limited to, those Force Majeure Events set forth in Section 8 herein.

8. **Force Majeure:** MSG shall be entitled to an equitable adjustment to the Project schedule and compensation for force majeure events, including but not limited to: acts of God or the public enemy, Acts of any government in its sovereign and/or contractual capacities, fires, acts of war, terrorism, violence, floods, pandemics, epidemics, quarantine restrictions, strikes, embargoes, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, cyberwarfare, cyberterrorism or hacking including a ransomware attack, malware or virus-related incidents that circumvent then-current anti-virus or anti-malware software, unusually severe weather, and/or any other cause outside of the control of MSG (each a "Force Majeure Event"). MSG shall notify Client in writing after the beginning of any such cause becomes known, which would affect its performance. In the event a Force Majeure Event continues for more than thirty (30) days, MSG may terminate this Agreement for convenience and shall submit an invoice for services performed up to the effective date of termination and the Client shall pay MSG all outstanding invoices.

9. **Compensation:** In consideration of the services performed by MSG, the Client shall pay MSG in the manner set forth in the Proposal. The parties acknowledge that terms of compensation are based on the orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays, disruptions or extensions of time beyond the control of MSG.

Where total project compensation has been separately identified for various Work Orders, Scope of Work, and/or Tasks identified therein, as applicable, MSG may adjust the amounts allocated between the Work Orders, Scope of Work, and/or Tasks identified therein, as applicable, as the work progresses so long as the total compensation amount for the Project is not exceeded except as otherwise provided herein.

The Client shall be solely obligated to pay and remit to the appropriate governmental authority such sales, value added, duties, withholding or other taxes on MSG's services, subcontracted services and reimbursable expenses without reduction of MSG's compensation, unless and except when such subcontracted services and reimbursable expenses are

included in the total project cost as specified in the Proposal or Scope of Work. Payment for MSG's services shall be made in United States dollars.

10. Changed Costs on Design Services and Project Development Services: MSG's rates are generally updated as of July 1st of each calendar year and are subject to periodic review and prospective change. Any non-lump sum fees and projects that are payable by Client for a "not to exceed" amount shall be subject to and adjusted based upon any rate increases or periodic changes.

11. Cost Estimates or Opinions on Construction Services: MSG may prepare cost estimates or opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and MSG acknowledge that neither the Client nor MSG has control over the cost of labor, materials, or equipment; a contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Therefore, actual costs may vary from the cost estimates or opinions prepared and MSG offers no guarantee related to the Project cost.

12. Payment Terms: Client recognizes that time is of the essence with respect to payment of Client's Consultants' invoices and that timely payment is a material part of the consideration of MSG's services. MSG shall submit monthly invoices for services performed and Client shall pay the full invoice amount within thirty (30) calendar days of the invoice date. Invoices will be considered correct if not questioned in writing within ten (10) calendar days of the invoice date. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. Client will exercise reasonableness in contesting any billing or portion thereof. MSG shall be entitled to a 1.5% per month administrative charge in the event of payment delay. Client payment to MSG is not contingent on arrangement of project financing, property acquisition, or approvals necessary for project initiation through completion. Invoice payment delayed beyond sixty (60) calendar days shall give MSG the right to suspend services until payments are current. Non-payment beyond seventy (70) calendar days shall be just cause for termination of the services by MSG. MSG shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension or termination by MSG.

In cases where MSG has issued reports and/or letters of reliance, MSG may also notify the Client and any other party to which these reports and/or letters of reliance were issued of MSG's withdrawal of reliance upon the information contained therein, and request return of all written reports, data, and other information as the rightful property of MSG, based upon the Client's failure to pay. In the case of such a request, the Client agrees to return all documents and/or letters of reliance, and provide written notification to any party to which MSG's reports or data were disseminated, notifying them of MSG's withdrawal of reliance.

13. Lien Rights: MSG may file a lien against the Property in which the Project is situated and/or file a claim against any available payment bonds for the Project in the event that the Client does not make payment within the time prescribed in this Agreement. The Client agrees that services by MSG are considered property improvements and the Client waives the right to any legal defense to the contrary.

14. Ownership of Documents: Documents prepared or furnished by MSG pursuant to this Agreement are instruments of MSG's professional services and MSG shall retain all ownership and property interest therein, including all copyrights. Upon payment for services rendered, MSG grants Client a non-exclusive license to use instruments of MSG's professional service for its intended purpose. It is expressly understood that computer-aided design and drafting ("CADD") and/or building information modeling ("BIM") files are issued only as supplemental information for convenience to the Client or other authorized users. CADD and BIM, like any electronic

data when transferred in any manner or translated from the system and format used by MSG pursuant to this Agreement to another system or form, are subject to errors and modifications that may affect the accuracy and reliability of the data, and, in addition, such electronic data may be altered or corrupted whether inadvertently or otherwise. As such, record documents of service shall be based on the printed copy. Reuse or modification of any such documents by Client, without MSG's written permission, shall be at Client's sole risk, and Client agrees to indemnify, defend and hold MSG harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client. Client may request electronic CADD and BIM files prepared by MSG upon submitting a signed MSG's Electronic File Release Agreement which specifies the electronic files requested. If and to the extent Client requests and receives electronic files prepared by MSG, the terms of the Electronic File Release Agreement are hereby incorporated herein by reference and apply in all respects.

15. Independent Contractor: MSG shall serve as an independent contractor for services provided under this Agreement. MSG shall retain control over the means and methods used in performing its services and may retain subconsultants to perform certain services as determined by MSG.

16. Insurance: At a minimum, MSG will maintain the following insurance and coverage limits during the period of service if such coverage is reasonably available at a commercially affordable premium. Upon request, the Client will be named as an additional insured on the Commercial General Liability and Automobile Liability policies.

Worker's Compensation:	As required by applicable state statute
Commercial General Liability:	\$1,000,000 per occurrence (bodily injury including death and property damage) \$2,000,000 aggregate
Automobile Liability:	\$1,000,000 combined single limit for bodily injury and property damage
Professional Liability:	\$2,000,000 each claim and in the aggregate

The Client shall arrange for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. MSG shall be a named additional insured on those policies where MSG may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

17. Limitation of Liability: IN NO EVENT SHALL MSG BE LIABLE TO THE CLIENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGE OR LOSS OF ANY NATURE, INCLUDING, WITHOUT LIMITATION, DAMAGE TO PROPERTY, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOST SAVINGS, EVEN IF MSG HAS BEEN ADVISED OF OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. In recognition of the relative risks and benefits of the Project to both the Client and MSG, the Client agrees to the fullest extent permitted by law, to limit the liability of MSG for any and all claims, losses, breaches, damages or expenses arising out of this Agreement and/or MSG's performance of services on the Project, from any and all causes, to \$50,000 or the fee realized by MSG for the Project, whichever is greater.

18. MSG as Business Entity: Client acknowledges that MSG is a business entity and agrees that any claim made by the Client arising out of any act or omission of any member, owner, partner, manager, director, officer or employee of the business entity in the execution or performance

of this Agreement shall be made solely against the business entity and not against any individual or group of individuals in any capacity.

19. **Indemnification:** MSG agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from damage, liability or cost to the extent caused by MSG's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom MSG is legally liable.

The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold MSG harmless from damage, liability or cost to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the Project that is the subject of this Agreement. Neither party is obligated to indemnify the other in any manner whatsoever to the extent of the other's own negligence or the negligence of the other's agents, subcontractors or consultants, or anyone for whom the other is legally liable.

20. **Safety:** MSG shall be responsible solely for the safety precautions or programs of its employees and no other party. In no event will MSG be responsible for construction methods, means, techniques or sequences of construction, which are solely the responsibility of the Client or any other contractor or consultant engaged by the Client, nor shall MSG be responsible for the Client's or any other contractor or consultant engaged by the Client's failure to perform such party's work in accordance with the requirements of this Agreement.

21. **Defects in Service:** The Client shall promptly report to MSG any defects or suspected defects in service. The Client further agrees to impose a similar notification requirement on all contractors in its agreements with contractors and shall require all subcontracts at any level to contain a like provision. Failure by the Client or Client's contractors or subcontractors to notify MSG shall relieve MSG of the costs of remedying such defects in service, to the extent that the cost of remedy would have cost less had prompt notification been given when such defects were first discovered. MSG will correct defects, at its own costs, if timely notified by Client.

22. **Betterment:** If, due to MSG's error, any required item or component of the Project is omitted from MSG's reports, plans or construction documents, MSG shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event will MSG be responsible for any cost or expense that provides betterment, upgrade or enhancement of the Project.

23. **Buried Utilities:** Client will furnish to MSG information identifying the type and location of utility lines and other artificial (for purposes of this Section 23, meaning made or produced by human beings rather than occurring naturally) objects beneath the Project site's surface. Using information provided by the Client, MSG will conduct research and prepare a plan indicating the locations intended for subsurface penetration with respect to assumed locations of underground improvements. Such services by MSG will be performed in a manner consistent with the Standard of Care as defined herein. Client recognizes that the research may not identify all underground improvements and that the information of which MSG relies may contain errors or may not be complete. Client and MSG mutually agree to field validate the location of underground utilities or other artificial objects and vet final subsurface penetration locations to the satisfaction of both parties. Further, MSG reserves the right to notify local utility protection agencies or services, and to delay Project implementation until these agencies or services have identified known utility lines or other subsurface artificial objects. MSG will take reasonable precautions to avoid damaging any identified utility lines or other artificial objects. Client agrees

to waive any claim against MSG, and to defend, indemnify and hold MSG harmless from any claim or liability for injury or loss, including economic damages arising, or allegedly arising, from MSG's damaging underground utilities or other artificial objects that were not called to MSG's attention, which were not properly located on plans furnished to MSG, or were not identified or properly marked by any utility protection agency or service contracted by MSG unless damages are caused by the sole negligence or willful misconduct of MSG.

24. **Disease Transmission:** MSG shall have no responsibility for the transmission of communicable disease including, but not limited to, COVID-19 and other corona viruses (collectively, "Diseases"), or exposure of persons to Diseases discovered at the premises. MSG cannot prevent Client and/or Client's invitees from becoming exposed to, contracting, or spreading Diseases while utilizing MSG's services. It is not possible to prevent against the presence of Diseases. Therefore, if Client chooses to utilize MSG's services, Client may be exposing Client or Client's invitees to and/or increasing Client's and/or Client's invitees' risk of contracting or spreading Diseases. Client hereby releases, waives, discharges, and covenants not to sue MSG from any and all damages, injuries, losses, liability, claims, causes of action, litigation, or demands, including but not limited to those for personal injury, sickness, or death, as well as property damages and expenses, of any nature whatsoever which may be incurred, directly or indirectly, now or in the future, in any way related to any pandemic or public health situation, or any Disease related health issue or exposure.

25. **Notification of Hazardous Materials:** The Client warrants they have disclosed the location and quantity of all potential wastes, hazardous materials, including asbestos, and/or petroleum compounds (collectively, "Hazardous Materials"), whether regulated or unregulated, that are assumed or suspected to exist or may be encountered on the Project. In the event undisclosed and/or unknown materials/compounds are encountered where there is no reason to believe they could or should be present, MSG may be required to take appropriate precautions to protect the health and safety of its personnel, to comply with applicable laws and regulations, and to follow procedures MSG deems prudent to minimize risks to its employees, the public, and the environment. MSG shall notify Client as soon as practically possible in the event unanticipated Hazardous Materials or suspected Hazardous Materials are encountered. Under these circumstances, MSG shall be entitled to an equitable adjustment to the schedule and compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws.

In addition, Client understands and agrees that in seeking the professional services of MSG under this Agreement, Client may request MSG to undertake obligations involving or related to Hazardous Materials. To the fullest extent permitted by law, Client agrees to defend and indemnify MSG and its subcontractors, consultants, agents, officers, directors and employees from any claim or liability or loss, including reasonable attorneys' fees arising from or connected with the presence, discharge, release, or escape of Hazardous Materials or environmental liability of any nature or in any manner related to services performed by MSG as part of the Project, including the failure to discover any Hazardous Materials which may exist in, on, above, beneath, about or which have migrated onto, or under, the Project site except for those events caused by the sole negligence or willful misconduct of MSG. Without limiting the generality of the foregoing, the above indemnification extends to claims resulting from:

- a. Client's violation or alleged violation of any federal, state or local statute, regulation or ordinance relating to the disposal of Hazardous Materials;

- b. Client's or MSG's undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of Hazardous Materials found or identified at the site;
- c. Hazardous Materials introduced at the Project site by Client or third persons before or after the completion of services herein;
- d. Allegations that MSG is a generator, operator, treater, storer, transporter, arranger for transport, handler, or disposer under the Resource Conservation and Recovery Act (RCRA), the Comprehensive Environmental, Response, Compensation and Liability Act (CERCLA) or any other federal, state or local law, regulation or ordinance.

MSG and its subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons or property to Hazardous Materials in any form at the Project site.

26. Third-Party Claims: All services provided by MSG are for the sole use and benefit of the Client. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or MSG. However, in the case of a third-party claim, the Client will compensate MSG for services performed in defense of such claim unless the claim resulted from the negligent act, error or omission of MSG.

27. Violations of Law: The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold MSG harmless from any and all violations of laws and/or failure to comply with governmental regulations, including but not limited to the Foreign Corrupt Practice Act (15 USC §78dd-1 et seq.), the False Claims Act (31 USC § 3729 et seq.), the Buy American Act (41 USC § 8301 et seq.) and the "Buy American" Provisions (Section 1605) of the American Recovery and Reinvestment Act (Pub. L. 111-5), to the extent caused by the Client or its contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the Project that is the subject of this Agreement.

28. Confidentiality: MSG will hold in confidence any information about the Client's operations that would normally be considered confidential. Such obligation shall not hold with respect to:

- a. Information which is in the public domain or which enters public domain in the future through no fault of MSG.
- b. Information known to MSG prior to disclosure by the Client or information disclosed to MSG at any time by a third party.
- c. Information that is released from its confidential status by the Client.
- d. Where disclosure is required by court order or governmental directive, provided that prior written notice is given to Client.
- e. Where disclosure is required to comply with a professional code of conduct or ethics.
- f. Where disclosure involves a dispute resolution proceeding between the parties.

The Client agrees that the technical methods, techniques and pricing information contained in any proposal submitted by MSG pertaining to this Project or Agreement or any addendum thereto, are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of MSG.

29. Dispute Resolution: In the event of a dispute between MSG and Client arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. The Client and MSG shall endeavor to resolve claims, disputes and other matters in question during a meet and confer session. A meet and confer session shall be attended by the Client and MSG or their authorized representatives who shall have the authority to bind the parties. Prior to the meet and confer session, the parties shall exchange relevant information that will assist in resolving the claim, dispute or controversy. If

the parties reach a mutually acceptable resolution, they shall prepare appropriate documentation memorializing the resolution. If the parties cannot reach a mutually acceptable resolution, they shall proceed to mediation.

Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. Any court action required to enforce the terms of this Agreement and/or any legal proceeding to enforce, enter judgment upon, vacate and/or modify the dispute award shall be filed in the Court of Commons Pleas, Lucas County, Ohio. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

30. Suspension of Work: The Client may suspend services performed by MSG upon fourteen (14) calendar days written notice. MSG shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay MSG all outstanding invoices for accepted services within fourteen (14) calendar days. MSG shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

MSG may suspend services if Client fails to make payments to MSG in accordance with Section 12 of this Agreement or fails to meet its other material responsibilities under this Agreement. Such failure shall be considered substantial nonperformance and cause for termination or, at MSG's option, cause for suspension of performance of services under this Agreement or as otherwise set forth in Section 12 hereof. In the event of a suspension of services, MSG shall have no liability to the Client for delay or damage because of such suspension of services. Before resuming services, MSG shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of MSG's services. MSG's fees for the remaining services and the time schedules shall be equitably adjusted.

31. Termination for Default or Breach: Except as otherwise provided herein, in the event of a Default (as defined herein) by either party, the non-Defaulting or non-breaching party shall give written notice to the Defaulting party of the Defaulting party's obligation to cure the Default with diligence and promptness. If the Defaulting party fails to cure such Default within seven (7) days after receipt of written notice, then the other party without prejudice to other remedies it has, may terminate this Agreement for cause. In the event of a termination, MSG shall submit an invoice for services performed up to the effective date of termination and the Client shall pay MSG all outstanding invoices for accepted services within fourteen (14) calendar days. For purposes of this Agreement, "Default" means (i) a party fails to perform any of its material duties or obligations under this Agreement, (ii) the occurrence of an event that with or without the passage of time or the giving of notice, or both, would constitute a material breach of this Agreement or default, or (iii) a party files a petition or otherwise commences or authorizes the commencement of a proceeding under any bankruptcy or similar law for the protection of creditors or has any such petition filed or proceeding commenced against it or its assets, or otherwise become bankrupt or insolvent, however evidenced, or be unable to pay its debts as they fall due.

32. Termination Without Cause. Client may terminate this Agreement at any time without cause upon providing at least fourteen (14) days prior written notice to MSG.

33. Assignment: The Client may not assign any of its rights or obligations under this Agreement, by operation of law or otherwise, without first obtaining MSG's written consent. Any attempt to assign the Client's rights or obligations under this Agreement in breach of this paragraph shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties and their respective successors and

permitted assigns. MSG's consent to an assignment is contingent upon the Client's compliance with the following: prior to any assignment, the party proposing to assign its rights and responsibilities under this Agreement and that party's proposed assignee shall furnish to the other party reasonable evidence that arrangements have been made by the proposed assignee to fulfill the assigning party's obligations, including financial obligations, under this Agreement. If the non-assigning party has no reasonable objection to the proposed assignment, the proposing party may then assign the Agreement. Any expense incurred by MSG because of the assignment shall be considered as an additional service and compensated in accordance with this Agreement. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

34. **Waiver of Rights:** The failure of either party to enforce any provision of these Terms shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

35. **Headings:** The headings contained herein are inserted for convenience only and do not define, limit, or construe the contents of the articles, sections, or subsections to which they refer.

36. **Governing Law:** The terms of this Agreement shall be governed by the laws of the State of Ohio without regard to any choice of law principles. Nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the State of Ohio.

37. **Integration:** This Agreement constitutes the entire agreement between the parties and may only be amended by written agreement by both parties.

38. **Severability:** Any provision of these terms later held to violate any law shall be deemed void and all remaining provisions shall continue in

full force and effect. In such event, the Client and MSG will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

39. **Survival:** All provisions of these terms that allocate responsibility or liability between the Client and MSG shall survive the completion or termination of services for the Project.

40. **Notice:** Any notice to MSG or Client that is required or permitted by this Agreement shall be in writing and shall be deemed effectively given to the other party when personally delivered, upon confirmation of receipt or upon sender's receipt of a read receipt when sent by e-mail to the MSG representative or Client representative expressly designated in the Proposal or Scope of Work, or upon actual receipt when mailed by first class postage prepaid, registered or certified mail, return receipt requested, or when sent by overnight courier service to the address expressly designated in the Proposal or Scope of Work, or to such other person or address as either party may otherwise specify in writing.

41. **Changes to these Terms:** MSG reserves the right, from time to time, to change these Terms in its sole and absolute discretion. The most current version of the Terms will supersede all previous versions and shall continue to be binding on the Client in its revised form.

42. **Conflict:** In the event of a conflict between the Proposal or Scope of Work and these Terms, then these Terms shall control unless otherwise expressly identified or designated in the Proposal or Scope of Work as controlling.

Updated as of January 1, 2022

TO: Mayor Weber
President Rettig
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Resolution 46-2026

DATE: May 19, 2026



Subject Matter/Background

The City of Perrysburg has found it necessary to obtain construction inspection, administration, and material testing services for the West Boundary MUP (PID 117684; WOO-SR 25-21.28). A Request for Qualifications (RFQ) was issued on February 27, 2026 for a firm for the project. Four (4) submittals were received, evaluated, and ranked and American Structurepoint Inc. was the top ranked firm, selected as the most qualified based upon the firm's experience and professional expertise.

The total cost for the construction inspection services is expected to be Seventy-Nine Thousand Nine Hundred Thirty-Four Dollars and Zero Cents (\$79,934.00).

This Resolution authorizes the Mayor and Director of Finance to accept the proposal and enter into an agreement with American Structurepoint Inc. in an amount not to exceed Seventy-Nine Thousand Nine Hundred Thirty-Four Dollars and Zero Cents (\$79,934.00) for construction inspection services.

Financial Review

Account: 1110-11156-53999

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 measure would be appropriate to take the necessary steps to engage American Structurepoint Inc. to begin providing the construction inspection services in a timely manner.

RESOLUTION 46-2026

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH
AMERICAN STRUCTUREPOINT INC. FOR THE WEST BOUNDARY
MULTI-USE PATH (“MUP”) CONSTRUCTION INSPECTION
SERVICES AT A COST NOT TO EXCEED SEVENTY-NINE
THOUSAND NINE HUNDRED THIRTY-FOUR DOLLARS AND
ZERO CENTS (\$79,934.00); AND DECLARING AN EMERGENCY**

WHEREAS, the City of Perrysburg has found it necessary to obtain construction inspection, administration, and material testing services for the West Boundary MUP (PID 117684; WOO-SR 25-21.28); and,

WHEREAS, a Request for Qualifications (RFQ) was issued on February 27, 2026 for a firm to provide construction inspection services in which four (4) submittals were received, evaluated, and ranked by a City scoring committee and American Structurepoint Inc. was the top ranked firm, selected as the most qualified based upon the firm’s experience and professional expertise; and,

WHEREAS, the total cost for the construction inspection services is expected to be Seventy-Nine Thousand Nine Hundred Thirty-Four Dollars and Zero Cents (\$79,934.00); and,

WHEREAS, at its May 11, 2026 meeting the Service Committee of Council unanimously recommended approval of the agreement.

**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 American Structurepoint Inc. for construction inspection, administration, and material testing services for the West Boundary MUP (PID 117684; WOO-SR 25-21.28), at a price not to exceed Seventy-Nine Thousand Nine Hundred Thirty-Four Dollars and Zero Cents (\$79,934.00).

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 permit the City to take the necessary steps to engage American Structurepoint Inc. to begin providing the construction inspection services 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



AMERICAN
STRUCTUREPOINT
INC.

600 SUPERIOR AVENUE EAST, SUITE 2401
CLEVELAND, OHIO 44114
TEL 216.302.3694

April 24, 2026

Mr. Brian Thomas, PE, PS, CPESC, CFM
City Engineer
City of Perrysburg
127 West Fifth Street
Perrysburg, Ohio 43551

RE: Fee Proposal for Consulting Services
PID 117684; WOO-SR 25-21.28; W Boundary MUP
Construction Inspection, Administration and Material Testing Services

Dear Mr. Thomas:

American Structurepoint appreciates the opportunity to be of service to the City of Perrysburg. Please find enclosed a copy of our fee proposal for construction administration, inspection and materials testing for the above-referenced project. The enclosed fee of \$79,934 is based on estimated costs for American Structurepoint to provide these services. An estimate of direct costs for our subconsultant for materials testing is included.

If you have any questions concerning the fee proposal, or if you need any additional information, please contact our Project Manager, Darren Schimmoeller, at your earliest convenience. Darren can be reached via phone at (419) 302-1745 or email at dschimmoeller@structurepoint.com.

Respectfully,
American Structurepoint, Inc.

Darren Schimmoeller, PE
Director of Development, Ohio Construction

David B. Johansen, PE
Construction Solutions Group Director

Enclosures

DJS

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PROJECT NARRATIVE

CONSTRUCTION ADMINISTRATION AND INSPECTION

City of Perrysburg – PID 117684; WOO-SR 25-21.28; W Boundary MUP

The scope of services will include all the services described below. American Structurepoint, Inc., will perform the following services necessary to provide the construction administration, inspection, and materials management for this project.

CONSTRUCTION INSPECTION TASKS

The following tasks will be performed for each stage of the construction project. Note: Durations are based on anticipated schedule information provided by the City of Perrysburg and Gerken Paving.

1. Preconstruction Activities

Preconstruction activities will include taking preconstruction photos, attending the preconstruction meeting, public involvement (as requested), plan, specification and shop drawing submittal review, and PM software project setup. We anticipate the preconstruction activities will last for a period of 2 weeks. Anticipated labor includes the PM/CE2 at 8 hours/week and the Project Inspector at 10 hours/week.

2. Construction Activities

Construction activities will include complete construction administration, inspection, and materials management of the project from the first day of work through the final acceptance. This will include daily work reports, photos, materials management, generation of pay applications and public involvement as needed. We anticipate 8 weeks of construction activities with the labor for the PM/CE2 to be 6 hours/week and for the Project Inspector at 48 hours/week.

3. Post-Construction Activities

Post-construction activities will include all required project closeout documentation, as well as preparation of the final construction record to meet all applicable requirements. We anticipate the post-construction activities will last for a period of 3 weeks. Anticipated labor during this time includes the PM/CE2 for 8 hours/week.

PROJECT DELIVERABLES

The project deliverables will include all required engineering, supervision, inspection, materials management, and documentation services in accordance with the Ohio Department of Transportation (ODOT) "Construction and Material Specifications." Daily work reports, inspection forms, certified payrolls, and other daily documentation will be provided to the city on a thumb drive after the project is closed out.

PROJECT MANAGEMENT

The American Structurepoint project manager will coordinate the work and provide oversight to keep the construction inspection tasks on schedule and within budget. A budget update will be provided to the city monthly.

**INSPECTION FEE JUSTIFICATION
MANHOURS BY CLASSIFICATION**

OWNER: City of Perrysburg

DESCRIPTION: WOO-SR25-21.28; W. Boundary MUP

PID NUMBER: 117684

CONTRACTOR: Gerken Paving, Inc.

AWARD DATE: April 17, 2026

NOTICE TO PROCEED: May 15, 2026

SUBSTANTIAL COMPLETION DATE: September 30, 2026

FINAL COMPLETION DATE: November 15, 2026

PRECONSTRUCTION ACTIVITIES:	5/18/2026	to	5/29/2026	=	2.00 weeks
CONSTRUCTION ACTIVITIES	6/1/2026	to	7/24/2026	=	8.00 weeks
POST-CONSTRUCTION ACTIVITIES:	7/27/2026	to	8/14/2026	=	3.00 weeks
	Total weeks				= 13.00 weeks

Construction activity duration is based on 11,400 tons of asphalt to be placed at 400 tons/day in urban setting = 28-29 days.
Remaining duration included for manhole, catch basin, and valve adjustments, and traffic control items.

The following pages (manhour justification and fee estimate) are based on the above construction schedule. Any delay or extension in the construction that significantly extends the completion date shown above may require an extension to this Agreement and an increase in the estimated fees.

LABOR

PM/CE2

Preconstruction Activities	2 weeks	@	8 hours/week	=	16 hours
Regular time:	8 weeks	@	6 hours/week	=	48 hours
Post-construction Activities	3 weeks	@	8 hours/week	=	24 hours
PM/CE2 TOTAL HOURS				=	88 hours

Project Inspector 1

Preconstruction Activities	2 weeks	@	10 hours/week	=	20 hours
Regular time:	8 weeks	@	40 hours/week	=	320 hours
Overtime	320	@	20.0%	=	64 hours
Post-construction Activities	3 weeks	@	- hours/week	=	- hours
Project Inspector 1 TOTAL HOURS				=	404 hours

Project Inspector 2

Preconstruction Activities	2 weeks	@	- hours/week	=	- hours
Regular time:	8 weeks	@	hours/week	=	- hours
Overtime	-	@	0.0%	=	- hours
Post-construction Activities	3 weeks	@	- hours/week	=	- hours
Project Inspector 2 TOTAL HOURS				=	- hours

Direct Expenses:

Daily vehicle use:

Daily Vehicle Use PM/CE2: 8 weeks @ 2 days/week = 16 days

Daily Vehicle Use PI1: 8 weeks @ 5.0 days/week = 40 days

Daily Vehicle Use PI2: 8 weeks @ - days/week = - days

Total Days = 56 days

Equipment Usage:

Nuclear compaction gauge 1 weeks @ 2 days/week = 2 days

Concrete test kit 2 weeks @ 3 days/week = 6 days

**INSPECTION FEE SUMMARY
CONSTRUCTION INSPECTION SERVICES**

CLIENT: City of Perrysburg
DESCRIPTION: WOO-SR25-21.28; W. Boundary MUP

		<u>Rate</u>	<u>Units</u>	<u>Fee</u>
PM/CE2		\$ 283.00	88	\$ 24,904.00
Project Inspector 1	Regular time:	\$ 124.00	340	\$ 42,160.00
	Overtime:	\$ 144.00	64	\$ 9,216.00
Project Inspector 2	Regular time:	\$ 130.00	-	\$ -
	Overtime:	\$ 150.00	-	\$ -
Daily Vehicle Use		\$ 49.00	56	\$ 2,744.00
Nuclear compaction gauge		\$ 35.00	2	\$ 70.00
Concrete test kit		\$ 15.00	6	\$ 90.00
SUB-TOTAL INSPECTION FEE				\$ 79,184.00
## MATERIALS TESTING AND LAB SERVICES				\$ 750.00

TOTAL FEE \$ 79,934.00

Concrete cylinder testing

Hourly Rate Calculations

Instructions - Insert information in yellow highlighted cells only. On Sheet 2, input information to determine rates per classification. Hourly rates will be calculated automatically.

Last Revised
09/2025

Agreement No.:	PID 117684
C-R-S:	WOO-SR25-21.28 W Boundary MUP
Firm Name:	American Structurepoint, Inc.

Company Overhead:	191.30%
Average Overhead:	160.84%
Cost of Money:	0.83%
Net Fee %:	10%
The company records OT premium as:	ODC
Does the company anticipate billing overtime?	Yes

Classification	1.5X OT?	Avg. Raw Rate	Overhead	C.O.M	Net Fee	Computed Straight Time/OT Exempt Billing Rate ¹	Computed Overtime Billing Rate ^{1,2}
PM/CE2	No	\$89.00	\$170.26	\$0.74	\$23.21	\$283	N/A
PI1	Yes	\$39.00	\$74.61	\$0.32	\$10.17	\$124	\$144
PI2	Yes					N/A	
	0 Yes					N/A	
	unknown					N/A	
	unknown					N/A	
	unknown					N/A	
	unknown					N/A	
	unknown					N/A	
	unknown					N/A	
	unknown					N/A	
	unknown					N/A	

¹ **Note:** Rounded the nearest dollar.
² **Note:** Inclusive of overtime premium, if company classifies OT premium as an other direct cost.
rev. 11/9/2016



OHIO DEPARTMENT OF TRANSPORTATION

CONSULTANT INDIRECT COST RATE COGNIZANT REVIEW APPROVAL CERTIFICATE NO.: 06122025-SPG-01

All items discussed in this Cognizant Review Approval Certificate refer, respectively, to the following:

Company Name (Consultant/Auditee):	AMERICAN STRUCTUREPOINT, INC.
Based on Actual Costs Incurred for Company's Year Ended:	12/31/2024
Effective Date of Cognizant Approval (ODOT Approval Date):	06/12/2025
Based on Independent Audit Report Issued by CPA Firm (Auditor):	CBIZ CPAs P.C.

This Certificate presents the results of a review we performed in accordance with our role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7. The review involved a detailed examination of the CPA's audit workpapers supporting: (1) the independent audit report on the Company's Statement of Direct Labor, Fringe Benefits, and General Overhead (indirect cost rate schedule); and (2) the associated report on internal controls and compliance. The CPA represented that the audit was conducted in accordance with *Government Auditing Standards* as promulgated by the Comptroller General of the United States, and the audit was designed to determine that the indirect cost rate schedule was prepared in accordance with Cost Principles contained in the Federal Acquisition Regulation, 48 CFR Part 31. Our cognizant review was performed in accordance with the AASHTO Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates as recommended in the *AASHTO Uniform Audit & Accounting Guide for Audits of Architectural and Engineering (A/E) Consulting Firms*. During our cognizant review, nothing came to our attention that caused us to believe that the CPA's audit procedures, audit report, and supporting workpapers for the indirect cost rate schedule did not conform in all material respects to the aforementioned regulations and auditing standards.

Conclusion: We recommend acceptance of the following rates, which, unless otherwise noted, were computed based on direct labor costs incurred on A/E projects:

Corporate Indirect Cost Rate:	191.3%
Facilities Capital Cost of Money (FCCM) Rate:	0.83%

Overtime Premium: According to the Company's established allocation methodology, as audited by the CPA:

- ☐ **INDIRECT.** All overtime premium is allocated to the indirect cost pool; accordingly, overtime premium is not eligible as a direct charge to contracts.
- ☒ **DIRECT.** Project-related overtime premium is allocated to direct cost objectives and is allowable as a direct charge, with overhead applied, to applicable contracts. Overtime premium that is not project related is included in the indirect cost pool.
- ☐ **OTHER DIRECT COST.** Overtime premium is allocated and billed as an Other Direct Cost (ODC) to applicable contracts, with no overhead applied.
- ☐ **NOT APPLICABLE.** Either no overtime premium was incurred during the audit period, or your company has not established a policy for allocating and billing these costs. (Overtime premium is not allowable as either a direct charge to projects or as part of the indirect cost rate computation.)

Note: The approved rates are for use for billings and cost proposals on contracts funded by the State of Ohio and/or Federal sources, including projects for ODOT and Ohio Local Public Agencies (LPAs). This cognizant approval certificate also establishes indirect cost rates for use by other State transportation agencies, as discussed in the FHWA document *Procurement, Management, and Administration of Engineering and Design Related Services - Questions and Answers*. <https://www.fhwa.dot.gov/programadmin/172qa.pdf>.

The above rates are based on the most recent cost information the Company submitted to ODOT. As more current cost information becomes available, it must be submitted through the ODOT PreQ system.

The submittal is due no later than **six months** after the close of your Company's fiscal year (July 1 for all companies with a December 31 fiscal year end). See detailed requirements at <https://www.transportation.ohio.gov/wps/portal/gov/odot/working/publications/audit-consultant>. Failure to submit timely may result in the loss of ODOT prequalification.

Approved by:

Scot P. Gormley

Scot P. Gormley

ADMINISTRATOR, OFFICE OF EXTERNAL AUDITS (OEA)

ODOT Division of Finance

1980 West Broad Street, Mail Stop 2140, Columbus, OH 43223

Phone: 614.644.0384

Cell/Text: 614.949.8981

[External Audits](#) | [Ohio Department of Transportation](#)



Department of
Transportation

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of the date of the latest required signature below ("Effective Date") between City of Perrysburg ("Owner") and American Structurepoint, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: WOO-SR 25-21.28 – PID 117684 ("Project").

Engineer's services under this Agreement are generally identified as follows: Please see Engineer's fee proposal dated April 24, 2026 ("Services").

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably, **as outlined below in Part 5.01.R.**

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said due date, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

V. 4-2024

EJCDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services.

2026.00543

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2.02 Basis of Payment

A. Owner shall pay Engineer for Services as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus Engineer's consultants' charges, if any, not to exceed \$79,934.
2. Engineer's Standard Hourly Rates are attached as to Engineer's proposal.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer ~~an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.~~ **a fee to be negotiated at the time such Additional Services are requested.**

3.01 Termination

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 60 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
 - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
 - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

V. 4-2024

EJCDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services.

2026.00543

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- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the receipt of notice of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards. **The Owner shall furnish, at the Owner's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Engineer may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Engineer shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Owner, consultants or contractors which the Owner requires Engineer to hire, and/or the Owner's consultants and contractors.**
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

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- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 - 3. Owner shall hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under

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this Agreement shall be limited to **\$50,000** or the total amount of compensation received by Engineer, whichever is greater, notwithstanding applicable insurance coverage.

- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.
- M. **If the Project is constructed, Owner shall require the Constructor to purchase and maintain general liability insurance and to cause Engineer and Engineer's Consultants to be listed as additional insureds on a primary and non-contributory basis with respect to such liability insurance purchased and maintained by the Constructor for the Project.**
- N. **If required by the Contract Documents, Engineer shall review and approve, or take other action upon, the Constructor's submittals such as shop drawings, product data and samples, but only for the limited purposes of checking for conformance with the information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy or completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Constructor's responsibility. The Engineer's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.**
- O. **If Engineer is required to review any submittals prior to final approval of plans by Owner or any required approval by governmental authorities, the review shall be limited to confirm general conformance with the preliminary design concept expressed by the preliminary design documents that are subject to material revisions in the process of developing the Owner-approved Contract Documents that bear the professional seal of the Engineer. The Owner understands and agrees that it is the Constructor's obligation to assume all costs to comply with the Contract Documents even if the Contract Documents differ materially from the preliminary design concept that is the subject of the submittal. Any notes made by Engineer on the submittal shall not relieve the Constructor from its duty to ensure compliance with the**

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Contract Documents. Design and certification of manufactured items that are not specifically designed and detailed in the Contract Documents are the responsibility of the registered professional engineer working for the Constructor. The Constructor is responsible for all dimensions, quantities, fabrication, fit, and the coordination with other trades. Dimensions shall be confirmed and correlate by the Constructor at the job site.

- P. The Engineer will exercise reasonable care to incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents as those requirements are known and understood by reasonable and prudent engineers under the same or similar circumstances. Engineer's duty to incorporate the design requirements of governmental authorities into the Construction Documents is limited to design requirements as they are known and understood by reasonable and prudent engineers at the time of preparation of the Construction Documents, but Engineer shall have no responsibility or liability for costs resulting from revised or different interpretations of the design requirements by the governmental authorities after completion of the Construction Documents or new and different design requirements that are adopted after completion of the Construction Documents.
- Q. Following submission of design documents and requests for permits to governmental authorities for their review and approval as may be required, Engineer has no control over or ability to influence the governmental review process and the time required to complete the process and Engineer shall have no liability for loss, costs or damages sustained or incurred by Owner as a result of delays or extended time required for any governmental review process.
- R. If the Project or the Engineer's services are suspended by the Owner for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Engineer shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Owner shall compensate the Engineer for expenses incurred as a result of the suspension and resumption of its services, and the Engineer's schedule and fees for the remainder of the Project shall be equitably adjusted.

If the Engineer's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Engineer may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Owner.

If the Owner is in breach of the payment terms or otherwise is in material breach of this Agreement, the Engineer may suspend performance of services upon seven (7) calendar days' notice to the Owner. The Engineer shall have no liability to the Owner, and the Owner agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Owner. Upon receipt of payment in full of all outstanding sums due from the Owner, or curing of such other breach which caused the Engineer to suspend services, the Engineer shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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7.01 Definitions

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

Attachments:

Engineer's Proposal Letter dated April 24, 2026

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Perrysburg

By: _____
Print name: _____
Title: _____
Date Signed: _____

Engineer: American Structurepoint, Inc.

Signed by: 
By: _____
Print name: ^{2B15CAB0134949C}David Johansen
Title: Construction Solutions Director
Date Signed: 4/27/2026

Engineer License or Firm's Certificate No. (if required):

State of: Ohio

Address for Owner's receipt of notices:

Brain Thomas
127 West Fifth Street
Perrysburg, Ohio 43551

Address for Engineer's receipt of notices:

Cash E. Canfield
600 Superior Avenue East, Suite 2401
Cleveland, Ohio 44114

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