



**CITY OF PERRYSBURG
CITY COUNCIL
AGENDA**

August 4, 2026

1. Call to Order - 6:30 PM
2. Roll Call
3. Pledge of Allegiance
4. Minutes of the Committee of the Whole Meeting on July 7, 2026
5. Minutes of Perm. Zoning Public Hearing of July 7, 2026
6. Minutes of Rezoning PBP to INS Public Hearing of July 7, 2026
7. Minutes of Council Meeting of July 7, 2026
8. Special Reports
9. Letters, Communications, and Citizens Communications
10. Administrative Reports

a. Mayor Mark's Community Corner

Request a motion to approve the appointment of James Hagele to the Board of Zoning Appeals (BZA). To fill an unexpired term ending 12/31/26.

Request a motion to approve the appointment of Claire Dilley 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

11. President of Council Report

12. Committee Reports

a. Finance & Economic Development

Ordinance# 41-2026

AN ORDINANCE AMENDING CODIFIED ORDINANCE §252.052

3rd Reading, vote requested

Resolution# 57-2026

A RESOLUTION AUTHORIZING A PURCHASE AGREEMENT WITH GOVCONNECTION, INC. FOR THE CITY-WIDE COMPUTER HARDWARE REFRESH AND PURCHASE OF POLICE DISPATCH COMPUTERS IN AN AMOUNT NOT TO EXCEED FIFTY-FIVE THOUSAND NINE HUNDRED EIGHTY DOLLARS AND ZERO CENTS (\$55,980.00); AND DECLARING AN EMERGENCY

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

b. Safety

Ordinance# 48-2026

AN ORDINANCE AMENDING CODIFIED ORDINANCE §474.06

1st Reading, no vote required

Ordinance# 49-2026

ADDING CODIFIED ORDINANCE § 474.11 "ELECTRIC BICYCLE REGISTRATION" TO THE CITY OF PERRYSBURG CODIFIED ORDINANCES

1st Reading, no vote required

Ordinance# 50-2026

AN ORDINANCE TO AMEND THE CITY OF PERRYSBURG CODIFIED ORDINANCES BY ADDING CHAPTER 450 "LOW-SPEED VEHICLES, MINI-TRUCKS, UNDER-SPEED VEHICLES, AND UTILITY VEHICLES" TO TITLE SIX OF THE PERRYSBURG TRAFFIC CODE

1st Reading, no vote required

Resolution# 58-2026

A RESOLUTION AUTHORIZING AN AGREEMENT WITH LAIBE ELECTRIC, CO. IN AN AMOUNT NOT TO EXCEED FIFTY-SIX THOUSAND TWO HUNDRED THIRTY DOLLARS AND ZERO CENTS (\$56,230.00) FOR THE SERVICING OF THE GENERATOR AT FIRE STATION 39; AND DECLARING AN EMERGENCY

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

Resolution# 59-2026

A RESOLUTION DECLARING CERTAIN EQUIPMENT CURRENTLY USED BY THE FIRE DIVISION 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***

Resolution# 60-2026

A RESOLUTION AUTHORIZING A PURCHASE AGREEMENT WITH STATEWIDE FORD IN AN AMOUNT NOT TO EXCEED SIXTY-SIX THOUSAND EIGHT HUNDRED THIRTY DOLLARS AND ZERO CENTS (\$66,830.00) FOR THE PURCHASE OF A 2027 FORD INTERCEPTOR UTILITY VEHICLE FOR THE POLICE DIVISION; AND DECLARING AN EMERGENCY

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

Pass as an Emergency Measure

c. Recreation

d. Planning & Zoning

Ordinance# 44-2026

AN ORDINANCE ADDING CODIFIED ORDINANCE §1235.04(AAA)
“MEDICAL MARIJUANA AND/OR ADULT USE CANNABIS” TO THE CITY OF
PERRYSBURG ZONING CODE

2nd Reading, no vote required

Ordinance# 45-2026

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

2nd Reading, no vote required

Ordinance# 46-2026

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

2nd Reading, no vote required

Ordinance# 51-2026

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF
PERRYSBURG, WOOD COUNTY, OHIO, TO PROVIDE FOR PERMANENT
ZONING REGARDING THE PERRYSBURG LINCOLN PROPERTIES
ANNEXATION; AND DECLARING AN EMERGENCY

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

Ordinance# 52-2026

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF
PERRYSBURG, WOOD COUNTY, OHIO, TO REZONE PROPERTY ON
ROACHTON ROAD FROM PBP (PLANNED BUSINESS PARK) TO INS
(INSTITUTIONAL)

***Recommendation to Suspend the Rules,
Waive the Three Readings, and
A Vote is requested***

Ordinance# 53-2026

AN ORDINANCE AMENDING THE PLANNING & ZONING FEE SCHEDULE;
AND DECLARING AN EMERGENCY

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

e. Personnel

f. Public Utilities

Ordinance# 54-2026

AN ORDINANCE AUTHORIZING AN ENCROACHMENT AGREEMENT WITH SARA E. BASSLER AND LENN A. BASSLER JR.; AND DECLARING AN EMERGENCY

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

Ordinance# 55-2026

AN ORDINANCE AUTHORIZING AN ENCROACHMENT AGREEMENT WITH NICHOLAS C. SALVATORE AND SAMANTHA E. SALVATORE; AND DECLARING AN EMERGENCY

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

Ordinance# 56-2026

AN ORDINANCE AUTHORIZING AN ENCROACHMENT AGREEMENT WITH JAMES C. CAYCE AND JENNIFER J. CAYCE; AND DECLARING AN EMERGENCY

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

Ordinance# 57-2026

AN ORDINANCE AUTHORIZING AN ENCROACHMENT AGREEMENT WITH KYLE SELL AND KELLY SELL; AND DECLARING AN EMERGENCY

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

Resolution# 61-2026

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AN AGREEMENT WITH FISHBECK FOR DESIGN AND BIDDING SERVICES FOR THE WASTEWATER TREATMENT PLANT PRIMARY CLARIFICATION EXPANSION PROJECT AT A COST NOT TO EXCEED FOUR HUNDRED EIGHTY-FOUR THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$484,500.00); AND DECLARING AN EMERGENCY

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

Resolution# 62-2026

A RESOLUTION DECLARING CERTAIN COMPOSTERS 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

Resolution# 63-2026

A RESOLUTION RATIFYING CERTAIN WORK PERFORMED AND AUTHORIZING PAYMENT IN CONNECTION WITH THE DEPARTMENT OF PUBLIC UTILITIES CONCRETE REPAIR AND RESTORATION PROJECT COMPLETED BY E&K CONTRACTORS IN AN AMOUNT NOT TO EXCEED SEVENTY-ONE THOUSAND SEVEN HUNDRED THIRTY DOLLARS AND NINETY-SIX CENTS (\$71,730.96); AND DECLARING AN EMERGENCY

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

Resolution# 64-2026

A RESOLUTION AWARDED A BID AND AGREEMENT TO E.R. ZEILER EXCAVATING, INC. IN AN AMOUNT NOT TO EXCEED THREE MILLION THREE HUNDRED TWENTY-SIX THOUSAND THREE HUNDRED TWENTY-FIVE DOLLARS AND FORTY-EIGHT CENTS (\$3,326,325.48), FOR THE WATER MAIN REPLACEMENT PROJECT ON FRONT STREET, SECOND STREET, THIRD STREET AND INDIANA AVENUE; AND DECLARING AN EMERGENCY

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

g. Service

Resolution# 65-2026

A RESOLUTION AUTHORIZING THE CITY ENGINEER TO PURSUE A LEWRC SURFACE TRANSPORTATION BLOCK GRANT (STBG) FOR THE RESURFACING OF E INDIANA AVE FROM LOUISIANA AVE (SR 199) TO E BOUNDARY ST; AND DECLARING AN EMERGENCY

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

Resolution# 66-2026

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF AN OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FEDERAL HIGHWAY ADMINISTRATION (FHWA) GRANT TO CONSTRUCT SECTIONS OF SHARED USE PATHS AND PEDESTRIAN CROSSINGS ON W INDIANA AVE (SR 65), FT MEIGS RD, AND HULL PRAIRIE RD; AND DECLARING AN EMERGENCY

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

Resolution# 67-2026

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF AN OHIO

DEPARTMENT OF TRANSPORTATION (ODOT) FEDERAL HIGHWAY
ADMINISTRATION (FHWA) GRANT FOR THE RESURFACING OF SR-
199; AND DECLARING AN EMERGENCY

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

Resolution# 68-2026

A RESOLUTION AUTHORIZING AN EXTENSION OF THE AGREEMENT
WITH POSITIVE TRADES GROUP, LLC IN AN AMOUNT NOT TO EXCEED
TWENTY-NINE THOUSAND NINE HUNDRED NINETY-EIGHT DOLLARS
AND ZERO CENTS (\$29,998.00) FOR HVAC MAINTENANCE AT VARIOUS
CITY OWNED BUILDINGS; AND DECLARING AN EMERGENCY

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

13. Other Business

14. Adjournment

TO: Mayor Weber
President Rettig
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Ordinance 41-2026

DATE: June 16, 2026



Subject Matter/Background

The City of Perrysburg Ohio, Codified Ordinance §252.052 is being updated to provide consistency in the bidding threshold throughout the Code. Council desires to amend Perrysburg Codified Ordinance § 252.052 “Determination of Lowest, Responsible and Responsive Bid for Public Improvement Projects” to match the State of Ohio bidding threshold.

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

First Reading – 6/16/2026

Second Reading – 7/7/2026

Third Reading and Vote – 8/4/2026

ORDINANCE 41-2026

AN ORDINANCE AMENDING CODIFIED ORDINANCE §252.052

WHEREAS, City of Perrysburg, Ohio, Codified Ordinance §252.052 is being updated to provide consistency in the bidding threshold throughout the Code; and,

WHEREAS, the Finance Committee considered this legislation at its meeting on June 9, 2026 and unanimously recommended advancement to City Council.

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

SECTION 1. Codified Ordinance §252.052 which currently reads as:

252.052 DETERMINATION OF LOWEST, RESPONSIBLE AND RESPONSIVE BID FOR PUBLIC IMPROVEMENT PROJECTS.

- (a) "Construction projects" shall be defined as any new construction, reconstruction, enlargement, alteration, repair, remodeling, renovation, painting or maintenance of a public improvement, and includes but is not limited to dredging, shoring, demolition, drilling, blasting, excavating, scaffolding, installation and any other change to the physical structure of a public improvement.
- (b) Council hereby requires that the Mayor, or designee, shall require all bidders of construction projects that exceed fifty thousand dollars (\$50,000) and require Council approval to submit to the designated city contracting official or a construction management or design build firm hired by the City, with submission of its bid, on a form required by the Department of Finance, proof, in accordance with the wage and fringe benefit requirements set forth in Ohio R.C. 4115.03(E), that it meets the following standards:
 - (1) The bidder provides healthcare benefits to its employees as a standard part of its compensation package and not only on projects subject to a state or federal prevailing wage requirement.
 - (2) The bidder provides retirement benefits to its employees as a standard part of its compensation package and not only on projects subject to a state or federal prevailing wage requirement.
 - (3) The bidder hires employees who have done one of the following:
 - A. Graduated from or are participating in a construction apprenticeship program certified and regulated by the State of Ohio or the U.S. Department of Labor
 - B. Have at least five (5) years of documented experience in the specific field.
- (c) The failure of a bidder to comply with Section 252.052 due to a lack of submission to the designated city contracting official, or construction management or design-build firm hired by the city, or the bidder's failure to affirmatively meet these standards, shall result in the bidder being considered non-responsive.
- (d) Whether the bidder's employees meet the quality training criteria as provided in§ Section 252.052(b)(3), in order to provide full inclusion and creation of entry level opportunities in the construction trades, up to twenty-five percent (25%) of the bidder's employees may

be participating in pre-apprenticeship programs, career technical programs or otherwise have less training and experience.

- (e) A bidder that is awarded a contract under this section shall require its direct subcontractors to meet the requirements of Section 252.05. Failure to ensure a subcontractor meets these requirements shall result in debarment from City contracts for a period of three (3) years.
- (f) A subcontractor of contracts under this section subject to Section 252.052 shall require all direct subcontractors to meet the requirements of Section 252.052. Failure to ensure a subcontractor meets this requirement shall result in debarment from City contracts for a period of three (3) years.
- (g) Council hereby requires that the Mayor, or designee, shall require all bidders of construction projects subject to Section 252.052 to provide evidence of the following to the designated city contracting official with submission of its bid:
 - (1) Disclosure of any safety violations or settlement agreements between the bidder and the Occupational Safety & Health Administration or a state-based agency of similar jurisdiction during the ten (10) years prior to the submission of the bid.
 - (2) Disclosure of any violation of, or settlement agreement related to, any wage and hour laws at the local, state, or federal level during the ten (10) years prior the submission of the bid.
 - (3) Disclosure of an active and compliant Ohio Bureau of Workers Compensation insurance policy.
 - (4) Disclosure of any license issued by the Ohio Construction Industry Licensing Board that has been assigned to the bidder.
 - (5) Disclosure of any legal judgments against the bidder during the ten (10) years prior to the submission of the bid.
 - (6) Disclosure of the relevant experience of the bidder, including the number of years in business under its present, alias, fictitious, doing business as, and/or former business names.
 - (7) A complete listing of all the bidder's ongoing and completed public and private construction projects within the last three (3) years, including the nature and value of each contract and the name, address, and phone number or email address for a representative of the owner of each project.
 - (8) Disclosure of any state or federal Environmental Protection Agency complaints issued against the bidder during the ten (10) years prior to the submission of the bid.
 - (9) Description of the management experience of the bidder's project manager(s) and superintendent(s) who will be assigned to the project.
 - (10) If the bidder is a foreign corporation not incorporated under the laws of Ohio, a Certificate of Good Standing from the Ohio Secretary of State demonstrating its right to conduct business in the state of Ohio.
 - (11) Disclosure of any debarments of the bidder by any public authority in the United States during the ten (10) years prior to the submission of the bid.
 - (12) Description of the bidder's Occupational Safety and Health Administration compliant safety program.
 - (13) Disclosure of an active and compliant Ohio Drug Free Workplace policy issued by the State of Ohio.

- (14) Disclosure of the percentage of the bidder's workforce that has five (5) or more years of experience within their trade.
- (h) Any construction management or design-build firm hired by the City shall only contract with bidders that comply with the requirements of Section 252.052.
- (i) Any construction management or design-build firm hired by the City shall include Section 252.052 as part of its prequalification requirements for prospective bidders.
- (j) Contractors and subcontractors awarded a contract by a construction management or design-build firm on a City project shall comply with Section 252.052.
- (k) The City or a construction management or design-build firm hired by the City shall require a bidder to provide evidence of its compliance or the compliance of its subcontractors with Section 252.052. (Ord. 8-2023. Passed 4-4-23.)

is hereby amended and revised to read:

**252.052 DETERMINATION OF LOWEST, RESPONSIBLE AND RESPONSIVE
BID FOR PUBLIC IMPROVEMENT PROJECTS.**

- (a) "Construction projects" shall be defined as any new construction, reconstruction, enlargement, alteration, repair, remodeling, renovation, painting or maintenance of a public improvement, and includes but is not limited to dredging, shoring, demolition, drilling, blasting, excavating, scaffolding, installation and any other change to the physical structure of a public improvement.
- (b) Council hereby requires that the Mayor, or designee, shall require all bidders of construction projects that exceed ~~fifty thousand dollars (\$50,000)~~ **the bidding threshold as set forth in Ohio R.C. §9.17** and require Council approval to submit to the designated city contracting official or a construction management or design build firm hired by the City, with submission of its bid, on a form required by the Department of Finance, proof, in accordance with the wage and fringe benefit requirements set forth in Ohio R.C. 4115.03(E), that it meets the following standards:
 - (1) The bidder provides healthcare benefits to its employees as a standard part of its compensation package and not only on projects subject to a state or federal prevailing wage requirement.
 - (2) The bidder provides retirement benefits to its employees as a standard part of its compensation package and not only on projects subject to a state or federal prevailing wage requirement.
 - (3) The bidder hires employees who have done one of the following:
 - A. Graduated from or are participating in a construction apprenticeship program certified and regulated by the State of Ohio or the U.S. Department of Labor
 - B. Have at least five (5) years of documented experience in the specific field.
- (c) The failure of a bidder to comply with Section 252.052 due to a lack of submission to the designated city contracting official, or construction management or design-build firm hired by the city, or the bidder's failure to affirmatively meet these standards, shall result in the bidder being considered non-responsive.

- (d) Whether the bidder's employees meet the quality training criteria as provided in § Section 252.052(b)(3), in order to provide full inclusion and creation of entry level opportunities in the construction trades, up to twenty-five percent (25%) of the bidder's employees may be participating in pre-apprenticeship programs, career technical programs or otherwise have less training and experience.
- (e) A bidder that is awarded a contract under this section shall require its direct subcontractors to meet the requirements of Section 252.05. Failure to ensure a subcontractor meets these requirements shall result in debarment from City contracts for a period of three (3) years.
- (f) A subcontractor of contracts under this section subject to Section 252.052 shall require all direct subcontractors to meet the requirements of Section 252.052. Failure to ensure a subcontractor meets this requirement shall result in debarment from City contracts for a period of three (3) years.
- (g) Council hereby requires that the Mayor, or designee, shall require all bidders of construction projects subject to Section 252.052 to provide evidence of the following to the designated city contracting official with submission of its bid:
 - (1) Disclosure of any safety violations or settlement agreements between the bidder and the Occupational Safety & Health Administration or a state-based agency of similar jurisdiction during the ten (10) years prior to the submission of the bid.
 - (2) Disclosure of any violation of, or settlement agreement related to, any wage and hour laws at the local, state, or federal level during the ten (10) years prior the submission of the bid.
 - (3) Disclosure of an active and compliant Ohio Bureau of Workers Compensation insurance policy.
 - (4) Disclosure of any license issued by the Ohio Construction Industry Licensing Board that has been assigned to the bidder.
 - (5) Disclosure of any legal judgments against the bidder during the ten (10) years prior to the submission of the bid.
 - (6) Disclosure of the relevant experience of the bidder, including the number of years in business under its present, alias, fictitious, doing business as, and/or former business names.
 - (7) A complete listing of all the bidder's ongoing and completed public and private construction projects within the last three (3) years, including the nature and value of each contract and the name, address, and phone number or email address for a representative of the owner of each project.
 - (8) Disclosure of any state or federal Environmental Protection Agency complaints issued against the bidder during the ten (10) years prior to the submission of the bid.
 - (9) Description of the management experience of the bidder's project manager(s) and superintendent(s) who will be assigned to the project.
 - (10) If the bidder is a foreign corporation not incorporated under the laws of Ohio, a Certificate of Good Standing from the Ohio Secretary of State demonstrating its right to conduct business in the state of Ohio.

- (11) Disclosure of any debarments of the bidder by any public authority in the United States during the ten (10) years prior to the submission of the bid.
- (12) Description of the bidder's Occupational Safety and Health Administration compliant safety program.
- (13) Disclosure of an active and compliant Ohio Drug Free Workplace policy issued by the State of Ohio.
- (14) Disclosure of the percentage of the bidder's workforce that has five (5) or more years of experience within their trade.
- (h) Any construction management or design-build firm hired by the City shall only contract with bidders that comply with the requirements of Section 252.052.
- (i) Any construction management or design-build firm hired by the City shall include Section 252.052 as part of its prequalification requirements for prospective bidders.
- (j) Contractors and subcontractors awarded a contract by a construction management or design-build firm on a City project shall comply with Section 252.052.
- (k) The City or a construction management or design-build firm hired by the City shall require a bidder to provide evidence of its compliance or the compliance of its subcontractors with Section 252.052.

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

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

President of Council

Mayor

PASSED _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR

TO: Mayor Weber
President Rettig
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Resolution 57-2026

DATE: August 4, 2026



Subject Matter/Background

The City of Perrysburg is in need of new computers and hardware throughout several departments. The City is a member of Sourcewell, a national cooperative group for purchasing contracts, which offers a cooperative purchasing relationship consistent with Ohio law, including O.R.C. § 9.48.

Through Sourcewell, the quote for the computers and hardware is Fifty-Five Thousand Nine Hundred Eighty Dollars and Zero Cents (\$55,980.00).

This Resolution authorizes the Mayor and Director of Finance to enter into an agreement with GovConnection, Inc. for computers and hardware at a total cost not to exceed Fifty-Five Thousand Nine Hundred Eighty Dollars and Zero Cents (\$55,980.00).

Financial Review

Account Numbers: 1110-11755-54199/5331-61814-54199/5332-61826-54199

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

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

RESOLUTION 57-2026

A RESOLUTION AUTHORIZING A PURCHASE AGREEMENT WITH GOVCONNECTION, INC. FOR THE CITY-WIDE COMPUTER HARDWARE REFRESH AND PURCHASE OF POLICE DISPATCH COMPUTERS IN AN AMOUNT NOT TO EXCEED FIFTY-FIVE THOUSAND NINE HUNDRED EIGHTY DOLLARS AND ZERO CENTS (\$55,980.00); AND DECLARING AN EMERGENCY

WHEREAS, several departments throughout the City of Perrysburg are in need of new computers and hardware; and,

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

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

WHEREAS, under the Sourcewell Contract #121923, the quote for the computers and hardware is Fifty-Five Thousand Nine Hundred Eighty Dollars and Zero Cents (\$55,980.00); and,

WHEREAS, the Finance Committee of City Council considered this request at their August 11, 2026 meeting and unanimously recommended this legislation be forwarded to City Council.

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

SECTION 1. The Mayor and Director of Finance are authorized to enter into a purchase agreement with GovConnection, Inc. for computers and hardware is Fifty-Five Thousand Nine Hundred Eighty Dollars and Zero Cents (\$55,980.00), in accordance with the proposal attached hereto as Exhibit A.

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

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

delivery, 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

SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: Lori Tunmer
Phone: (800) 800-0019 ext. 75017
Fax: (603) 683-0744
Email: lori.tunmer@connection.com

25896414.04

PLEASE REFER TO THE ABOVE QUOTE #
WHEN ORDERING

Date: 7/10/2026
Valid Through: 7/13/2026
Account #:

Customer Contact: Andrew Snyder
Email: asnyder@ci.perrysburg.oh.us

Phone: (419) 872-7892
Fax: (419) 872-8037

QUOTE PROVIDED TO:	SHIP TO:
AB#: 24004212 City of Perrysburg Accounts Payable 201 W Indiana Ave Perrysburg, OH 43551-1582 US (419) 872-7892	AB#: 23770377 City of Perrysburg Andrew Snyder 201 W Indiana Ave Perrysburg, OH 43551-1582 US (419) 872-7892

DELIVERY	FOB	SHIP VIA	PRODUCT WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	102.63 lbs	Net 30	SOURCEWELL #121923

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Terms and Conditions of our Sourcewell Contract # 121923. Any Order accepted by GovConnection for the items included in this Quotation is expressly limited to those Terms and Conditions; any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. No other terms and conditions shall apply without the written consent of GovConnection, Inc. Please refer to our Quote Number in your order.

* Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
1							\$ -
2	30	42013633	CTO-DT-QBM1250-U7-265	CTO Pro Micro Plus QBM1250 Intel Core Ultra 7 265 -	Dell Direct CTO/Systems	\$ 1,650.00	\$ 49,500.00
3				Quote good through 7/30/2027 . Sourcewell Max pricing is \$1,780.12			\$ -
4	3	42078334	CTO-DT-QBM1250-U7-265T	Cust. CTO Pro MFF+ QBM1250 Core Ultra 7 265T -	Dell Direct CTO/Systems	\$ 2,160.00	\$ 6,480.00
5				Quote good through 7/30/2027 . Sourcewell Max pricing is \$2,460.08			\$ -
						Subtotal	\$ 55,980.00
						Fee	\$ 0.00
						Shipping and Handling	\$ 0.00
						Tax	Exempt!
						Total	\$ 55,980.00

QUOTE TERMS AND CONDITIONS

Unless you have a written master purchase agreement in effect with PC Connection, Inc., PC Connection Sales Corporation, MoreDirect, Inc., or GovConnection, Inc. (each doing business as Connection), that expressly governs this transaction, all orders are governed by Connection s Terms and Conditions of Sale available at: <https://www.govconnection.com/content/about/legal/terms-and-conditions-sale> (the Agreement), which are incorporated by reference as if fully set forth in this Quote.

Some products and services sold by Connection come with end user license agreements (EULAs) from the original manufacturer or service provider (OEM), as well as certain required reseller pass-through terms that Connection must provide or enforce. These terms may be shared with you either by the OEM or by Connection. For your convenience, applicable terms for certain products are available here: <https://www.govconnection.com/content/about/legal/oem-cloud-software-mandatory-end-customer-notice> . Please review this page to see whether any of the products you are purchasing are listed. These terms apply in addition to this Agreement or any applicable master purchase agreement.

Most license and subscription products renew automatically under OEM terms. You are responsible for timely cancellation as required by the OEM. Cancellation and refund rights are governed by OEM terms, and some products or services may be non-cancellable and non-refundable once ordered, activated, or renewed. You remain responsible for any non-cancellable or non-refundable charges.

By placing an order in response to this Quote or using the products or services described, you agree to the Agreement (if no master purchase agreement applies) and all OEM and pass-through terms. No signature is required. Any additional or different customer terms are rejected. If you do not agree, do not place an order or use the products or services.

Pricing and availability are subject to change prior to shipment (in the case of equipment) or delivery (in the case of software). Connection reserves the right, prior to shipment or delivery, to adjust pricing or cancel any order for any reason, including manufacturer price increases, allocation changes, tariffs, exchange rate fluctuations, supply constraints, or other factors beyond Connection s reasonable control. Orders are not binding until shipment or delivery.

ORDERING INFORMATION

GovConnection, Inc. DBA Connection

SOURCEWELL Contract # 121923

Contract Expiration: 27 February 2028

Please contact your account manager with questions.

Ordering Address

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Remittance Address

GovConnection, Inc.
PO Box 536477
Pittsburgh, PA 15253-5906

Please reference the Contract # on all purchase orders.

TERMS & CONDITIONS

Payment Terms:	NET 30 (subject to approved credit)
FOB Point:	DESTINATION (within Continental US)
Maximum Order Limitation:	NONE
Delivery Time:	1-30 DAYS ARO
FEIN:	52-1837891
DUNS Number:	80-967-8782
Cage Code:	OGTJ3
Business Size:	LARGE

WARRANTY: Manufacturer's Standard Commercial Warranty

NOTE: It is the end user's responsibility to review, understand and agree to the terms of any End User License Agreement (EULA).

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Terms and Conditions of our Sourcewell Contract # 121923. Any Order accepted by GovConnection for the items included in this Quotation is expressly limited to those Terms and Conditions; any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. No other terms and conditions shall apply without the written consent of GovConnection, Inc. Please refer to our Quote Number in your order..

If you require a hard copy invoice for your credit card order, please visit the link below and click on the Proof of Purchase/Invoice link on the left side of the page to print one: <https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm>

Notice on Tariff Tax Impacts: Please be aware that the pricing shown in this quote is potentially subject to change at time of order placement due Federal Government tax law changes resulting in increases in Tariff's assessed on imports and exports, which are outside our control and the control of our suppliers. Please confirm pricing with your Account Manager prior to order placement. We apologize for this inconvenience.

Please forward your Contract or Purchase Order to:

SLEDOPS@connection.com

QUESTIONS: Call 800-800-0019

FAX: 603.683.0374

TO: Mayor Weber
President Rettig
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Ordinance 48-2026

DATE: August 4, 2026



Subject Matter/Background

Chapter 474.06 is being updated to include electric bicycles and to provide additional regulations regarding operating bicycles and electric bicycles on the sidewalks and shared-use paths within the City.

Financial Review

This legislation will have no financial impact on the City.

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

First Reading – 8/4/2026

Second Reading – 9/1/2026

Third Reading and Vote – 9/15/2026

ORDINANCE 48-2026

AN ORDINANCE AMENDING CODIFIED ORDINANCE §474.06

WHEREAS, City of Perrysburg, Ohio, Codified Ordinance §474.06 is being updated to include electric bicycles and to provide additional regulations regarding operating bicycles and electric bicycles on the sidewalks and shared-use paths within the City; and,

WHEREAS, the Safety Committee considered this legislation at its meeting on July 21, 2026 and unanimously recommended advancement to City Council.

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

SECTION 1. Codified Ordinance §474.06 which currently reads as:

474.06 RULES OF OPERATION.

- (a) Obedience to Traffic Control Devices. Whenever authorized signs are erected indicating that no right, left or "U" turn is permitted, no person operating a bicycle shall disobey the direction of any such sign, except when such person dismounts from the bicycle to make any such turn, in which event such person shall then obey the regulations applicable to pedestrians.
- (b) Bicycle Paths. Whenever a usable path for bicycles has been provided adjacent to a roadway, bicycle riders shall use such path and shall not use the roadway.
- (c) Speed. No person shall operate a bicycle at a speed greater than is reasonable and prudent under the conditions then existing.
- (d) Emerging from Alley or Driveway. The operator of a bicycle emerging from an alley, driveway or building shall, upon approaching a sidewalk or the sidewalk area extending across any alleyway, yield the right of way to all pedestrians approaching on such sidewalk or sidewalk area, and upon entering the roadway shall yield the right of way to all vehicles approaching on such roadway.
- (e) Parking. No person shall park a bicycle upon a street other than upon the roadway against the curb, upon the sidewalk in a rack to support the bicycle, or against a building or at the curb, in such manner as to afford the least obstruction to pedestrian traffic. (Ord. 24-64. Passed 10-27-64.)
- (f) Riding on Sidewalks.
 - (1) No person shall ride a bicycle or a skateboard on the sidewalks of the 100, 200 and 300 blocks of Louisiana Avenue. (Ord. 31-91. Passed 3-19-91.)

- (2) Whenever any person is riding a bicycle on a sidewalk, such person shall yield the right of way to any pedestrian and shall give an audible signal before overtaking and passing such pedestrian. (Ord. 78-71. Passed 11-23-71.)
- (g) Penalty. Whoever violates any provision of this section is guilty of a minor misdemeanor on a first offense; on a second offense within one year after the first offense, the person is guilty of a misdemeanor of the fourth degree; on each subsequent offense within one year after the first offense, the person is guilty of a misdemeanor of the third degree.

is hereby amended and revised to read:

474.06 RULES OF OPERATION.

- (a) Obedience to Traffic Control Devices. Whenever authorized signs are erected indicating that no right, left or "U" turn is permitted, no person operating a bicycle **or electric bicycle** shall disobey the direction of any such sign, except when such person dismounts from the bicycle **or electric bicycle** to make any such turn, in which event such person shall then obey the regulations applicable to pedestrians.
- (b) Bicycle Paths. Whenever a usable path for bicycles has been provided adjacent to a roadway, bicycle **or registered class 1 and class 2 electric bicycle** riders shall use such path and shall not use the roadway.
- (c) Speed. No person shall operate a bicycle **or electric bicycle** at a speed greater than is reasonable and prudent under the conditions then existing.
- (d) Emerging from Alley or Driveway. The operator of a bicycle **or electric bicycle** emerging from an alley, driveway or building shall, upon approaching a sidewalk or the sidewalk area extending across any alleyway, yield the right of way to all pedestrians approaching on such sidewalk or sidewalk area, and upon entering the roadway shall yield the right of way to all vehicles approaching on such roadway.
- (e) Parking. No person shall park a bicycle **or electric bicycle** upon a street other than upon the roadway against the curb, upon the sidewalk in a rack to support the bicycle, or against a building or at the curb, in such manner as to afford the least obstruction to pedestrian traffic.
- (f) Riding on Sidewalks.
- (1) No person shall ride a bicycle, **electric bicycle**, or skateboard on the sidewalks of the 100, 200 and 300 blocks of Louisiana Avenue.
 - (2) **Bicycles and electric bicycles shall not be operated on:**
 - (A) **Sidewalks and sidewalk areas of highways within the City except when immediately leaving or accessing parking locations;**

- (B) On publicly held or owned lands, which are not open as streets or highways or as vehicle parking areas unless such lands are permitted for general vehicle or for bicycle or electric bicycle use;
 - (C) On closed streets and highways;
 - (D) For electric bicycles only: On any path set aside for the exclusive use of bicycles, or multi-use paths or shared-use paths within the City, without proper registration, as set forth in Section 474.11.
- (3) The provisions of Section (f)(2)(A) shall not apply to children under the age of fifteen (15) years when operating a bicycle or a class 1 or class 2 electric bicycle on a sidewalk. This exclusion does not extend to electric mopeds, motorized bicycles or class 3 electric bicycles.
- (4) When riding on a sidewalk within the City, riders shall:
 - (A) use the right side of the sidewalk insofar as practical;
 - (B) obey all street signs and/or sidewalk markings as set forth therein;
 - (C) yield the right of way to any pedestrian and shall give an audible signal before overtaking and passing such pedestrian; and
 - (D) dismount prior to entering any crosswalk and shall proceed across the roadway as a pedestrian.
- (5) The provisions of this section shall not apply to Police Division personnel in the performance of their duties, and other persons trained by the City Police Division and authorized by the Chief of Police, or their designee, to operate on City sidewalks or other publicly-owned property.
- (g) Riding on Shared-Use or Multi-Use Paths.
 - (1) No person shall operate an electric moped, motorized bicycle, or class 3 electric bicycle on a multi-use path or shared-use path within the City.
 - (2) No person shall ride a class 1 or class 2 electric bicycle on a multi-use path or shared-use path within the City, unless the class 1 or class 2 electric bike is properly registered with the City Police Division.
 - (3) When riding on a multi-use path or shared-use path within the City, riders shall:
 - (A) use the right side of the path insofar as practical;
 - (B) obey all street signs and/or sidewalk/path markings as set forth therein;
 - (C) yield the right of way to any pedestrian and shall give an audible signal before overtaking and passing such pedestrian; and
 - (D) dismount prior to entering any crosswalk and shall proceed across the roadway as a pedestrian.
- (h) Penalty. Whoever violates any provision of this section is guilty of a minor misdemeanor on a first offense; on a second offense within one year after the

first offense, the person is guilty of a misdemeanor of the fourth degree; on each subsequent offense within one year after the first offense, the person is guilty of a misdemeanor of the third degree.

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

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

President of Council

Mayor

PASSED _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR

TO: Mayor Weber
President Rettig
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Ordinance 49-2026

DATE: August 4, 2026



Subject Matter/Background

The City of Perrysburg recognizes the increasing use of electric bicycles on shared-use paths and the importance of promoting the safe and orderly use of these facilities by pedestrians, cyclists, and other lawful users. The City of Perrysburg has determined it is appropriate to add Ordinance §474.11 which establishes “Electric Bicycles Registration” to the City of Perrysburg’s Codified Ordinances (“Code”).

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

1st Reading – 8/4/2026
2nd Reading – 9/1/2026
3rd Reading and Vote – 9/15/2026

ORDINANCE 49-2026

ADDING CODIFIED ORDINANCE § 474.11 “ELECTRIC BICYCLE REGISTRATION” TO THE CITY OF PERRYSBURG CODIFIED ORDINANCES

WHEREAS, the City of Perrysburg recognizes the increasing use of electric bicycles on shared-use paths and the importance of promoting the safe and orderly use of these facilities by pedestrians, cyclists, and other lawful users; and,

WHEREAS, requiring the registration of electric bicycles authorized to operate on the City's shared-use paths will assist in identifying the proper class of electric bicycle, support compliance with applicable laws and regulations, and enhance public safety by ensuring that only eligible electric bicycles are operated on these facilities; and,

WHEREAS, City Council finds that a registration program will provide a safer environment for all citizens using shared-use paths by encouraging accountability, facilitating education regarding permitted uses, and assisting with enforcement of applicable regulations.

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

SECTION 1. Codified Ordinance § 474.11 shall read:

474.11 ELECTRIC BICYCLES REGISTRATION.

- (a) No person shall operate a class 3 electric bicycle on any sidewalk, path set aside for the exclusive use of bicycles, or shared-use path within the City.
- (b) No person shall ride or use a class 1 or class 2 electric bicycle on any path set aside for the exclusive use of bicycles or on any shared-use path within the City, unless such bicycle or motorized bicycle is registered with the Perrysburg Police Division.
- (c) No person under the age of 18 years shall ride or use a class 1 or class 2 electric bicycle on any path set aside for the exclusive use of bicycles or on any shared-use path within the City, unless the person is wearing a properly fitted protective helmet that meets the standards established by the consumer product safety commission or the American society for testing and materials prior to or at the time of registration.
- (d) Registration Procedure
 - 1. The owner of a class 1 or class 2 electric bicycle shall list and register with the Police Chief, or their designee, his or her name and address, the name of the manufacturer of the class 1 or class 2 electric bicycle,

- and its number, style, and general description.
2. In the event the owner of a class 1 or class 2 electric bicycle is under the age of 18 years, the parent, guardian, or person having the care of such person or with whom he or she lives shall make such listing and registration on behalf of such owner.
 3. In the event the operator of a class 1 or class 2 electric bicycle is under the age of 18 years, the parent, guardian, or person having the care of such person or with whom he or she lives shall provide proof that the person under the age of 18 years has a properly fitted protective helmet that meets the standards established by the consumer product safety commission or the American society for testing and materials prior to or at the time of registration.
 4. The Police Chief, or their designee, shall provide registration tags, which shall have numbers stamped thereon in numerical order.
 - i. Such tags shall be attached to the frame of the electric bicycle by the owner in a conspicuous place and in a manner that assures that the registration tag is highly visible, prominent, and easily noticed.
 - ii. The tag shall remain attached to the electric bicycle for which it was issued during the existence of the electric bicycle. The Police Chief, or their designee, shall also keep a record of the registration.
- (e) No person shall willfully or maliciously remove, destroy, mutilate, or alter the number on any class 1 or class 2 electric bicycle frame. No person shall remove, destroy, mutilate, or alter any registration tag during the time such registration tag is operative.
1. All registration tags shall expire ten years after date of original issuance or on the selling or trading of, junking of, or dismantling of the class 1 or class 2 electric bicycle, by the original registered owner, whichever occurs sooner.
- (f) If any class 1 or class 2 electric bicycle is found on any path set aside for the exclusive use of bicycles or on any shared-use path within the City without a registration tag, with a mutilated or altered serial number, or with no serial number stamped on the frame of the class 1 or class 2 electric bicycle, it shall be prima facie evidence that the class 1 or class 2 electric bicycle is being operated without proper registration and the electric bike shall be impounded as hereinafter set forth.
- (g) In the event any electric bicycle is found as set forth in divisions (e) above, the Police Division shall take possession and impound the electric bicycle until proper ownership is proven.
- (h) Enforcement and Penalties
1. Except as otherwise provided in this section, whoever violates this

section is guilty of a minor misdemeanor. If, within one year of the offense, the offender previously has been convicted of or pleaded guilty to this section, whoever violates this section is guilty of a misdemeanor of the fourth degree. If, within one year of the offense, the offender previously has been convicted of two or more offenses of this section, whoever violates this section is guilty of a misdemeanor of the third degree.

2. In addition to the penalties provided in Sections 408.01 and 408.02, a court may prohibit any person who violates or fails to comply with any of the provisions of this chapter from riding an electric bicycle for a period not to exceed three months, and may require satisfactory completion of rider education training.

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 50-2026

DATE: August 4, 2026



Subject Matter/Background

This Ordinance adds Chapter 450 to the City of Perrysburg Codified Ordinances which would establish Rules of Operation for Low-Speed Vehicles, Mini-Trucks, Under-Speed Vehicles, and Utility Vehicles within the City limits.

Financial Review

This legislation will have no financial impact on the City.

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

First Reading – 8/4/2026

Second Reading – 9/1/2026

Third Reading and Vote – 9/15/2026

ORDINANCE 50-2026

AN ORDINANCE TO AMEND THE CITY OF PERRYSBURG CODIFIED ORDINANCES BY ADDING CHAPTER 450 "LOW- SPEED VEHICLES, MINI-TRUCKS, UNDER-SPEED VEHICLES, AND UTILITY VEHICLES" TO TITLE SIX OF THE PERRYSBURG TRAFFIC CODE

WHEREAS, the City of Perrysburg, through its Codified Ordinances, establishes acceptable traffic and safety standards to ensure vehicular and pedestrian safety; and,

WHEREAS, Ohio Revised Code 4511.215 authorizes the City to permit and regulate the use of low-speed, under-speed, or utility vehicles, or a mini-trucks, which includes private golf carts, upon public streets owned and maintained by the City, and further permits localities establish additional standards; and,

WHEREAS, the City encourages alternative modes of transportation to reduce pollution, and wear and tear on our City streets; and,

WHEREAS, the increased use of low-speed, under-speed, or utility vehicles, or a mini-trucks within the City necessitates the adoption of standards for their safe and lawful use on public roadways of the City, and for the safety of others using the City's public streets, roads or highways.

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

SECTION 1. The City hereby amends its Codified Ordinances to enact the following Chapter:

CHAPTER 450

Low-speed vehicles, mini-trucks, under-speed vehicles, and utility vehicles

450.01 DEFINITIONS.

As used in this Chapter and in the Codified Ordinances, "low-speed vehicle," "mini-truck," "under-speed vehicle," and "utility vehicle" have the same meanings as in Ohio R. C. 4501.01.

450.02 RESTRICTIONS.

No person shall operate a low-speed vehicle, mini-truck, under-speed vehicle, or utility vehicle on the streets within the City of Perrysburg unless the low-speed vehicle, mini-truck, under-speed vehicle, or utility vehicle has first passed an

inspection by the Chief of Police, or their designee, for compliance with the State of Ohio's requirements that are applicable to motor vehicles and such low-speed vehicle, mini-truck, under-speed vehicle, or utility vehicle contains all equipment required by this Chapter.

450.03 EQUIPMENT.

A list of equipment required for safe operation by Ohio R.C. Chapter 4513 shall be maintained at the Police Division, and shall include:

- (a) Two working headlights.
- (b) At least one working taillight and one working brake light.
- (c) Directional signals.
- (d) A rearview mirror.
- (e) A white light illuminating the rear license plate legible from a distance of 50 feet.
- (f) A working horn.
- (g) Windshield made of glass or safety glass.
- (h) At least one license plate in the rear; bracketed to the cart.
- (i) One seat belt per occupant.

450.04 LICENSING REQUIREMENTS OF OPERATOR.

- (a) No person who is less than sixteen (16) years of age shall operate a low-speed vehicle, mini-truck, under-speed vehicle, or utility vehicle on the streets of the City.
- (b) The operator of a low-speed vehicle, mini-truck, under-speed vehicle, or utility vehicle on permitted streets within the City must hold a valid current motor vehicle driver's license.
- (c) No person who is the owner or operator of a low-speed vehicle, mini-truck, under-speed vehicle, or utility vehicle shall fail to display, in plain view on the front and rear of the low-speed vehicle, mini-truck, under-speed vehicle, or utility vehicle, the distinctive number and registration mark, including any county identification sticker and any validation sticker.

450.05 CITY INSPECTION.

- (a) No person shall operate a low-speed vehicle, mini-truck, under-speed vehicle, or utility vehicle on the streets within the City unless the low-speed vehicle, mini-truck, under-speed vehicle, or utility vehicle has been inspected for compliance with the State of Ohio statutory requirements that are applicable to motor vehicles and the Codified Ordinances of the City, is registered in accordance with Ohio R.C. Chapter 4503 and is titled in accordance with Ohio R.C. Chapter 4505.

- (b) The owner of the low-speed vehicle, mini-truck, under-speed vehicle, or utility vehicle shall provide proof of insurance at the time of inspection.

450.06 USAGE AND RESTRICTIONS; WAIVER.

- (a) No low-speed vehicle, mini-truck, under-speed vehicle, or utility vehicles shall be permitted to travel on any City street where the speed limit is greater than twenty-five (25) mph. Low-speed vehicle, mini-truck, under-speed vehicle, or utility vehicles will be permitted to cross intersections with higher speeds, so long as they remain on a street that has a posted speed limit of twenty-five (25) mph or less.
- (b) All low-speed vehicle, mini-truck, under-speed vehicle, or utility vehicle lighting shall be compliant with Ohio R.C. 4513.17.
- (c) Occupants of low-speed vehicle, mini-truck, under-speed vehicle, or utility vehicles shall be seated at all times on the seat of the low-speed vehicle, mini-truck, under-speed vehicle, or utility vehicle buckled by the seat belt when the low-speed vehicle, mini-truck, under-speed vehicle, or utility vehicle is on and in motion. Standing on any portion of the low-speed vehicle, mini-truck, under-speed vehicle, or utility vehicle while it is in motion is prohibited.
- (d) Any child who falls under the child restraint criteria set by Ohio R.C. 4511.81 is prohibited from being a passenger in a low-speed vehicle, mini-truck, under-speed vehicle, or utility vehicle operated on any City street, right-of-way, or public area in the City of Perrysburg.
- (e) No person shall operate a low-speed vehicle, mini-truck, under-speed vehicle, or utility vehicle on sidewalks, shared-use paths, multi-use paths, or on paths set aside exclusively for bicycles.
- (f) Low-speed vehicles, mini-trucks, under-speed vehicles, or utility vehicles must be operated in accordance with all State of Ohio traffic laws in addition to all applicable sections of the City of Perrysburg Codified Ordinances.
- (g) The provisions of this section may be waived during a limited period of special events for which the operators of low-speed vehicle, mini-truck, under-speed vehicle, or utility vehicles have received prior approval for the use of low-speed vehicle, mini-truck, under-speed vehicle, or utility vehicles from the City's Chief of Police, or their designee.

450.99 PENALTY.

Whoever violates the provisions of this Chapter is guilty of a minor misdemeanor on a first offense. If within one year of the offense, the offender previously has been convicted of or pleaded guilty to one predicate motor vehicle or traffic offense, whoever violates this Chapter is guilty of a misdemeanor of the fourth degree. If within one year of the offense, the offender previously has been convicted of two or more predicate motor vehicle or traffic offenses, whoever violates this Chapter is guilty of a misdemeanor of the third degree. **Definitions.**

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

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

President of Council

Mayor

PASSED _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR

TO: Mayor Weber
President Rettig
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Resolution 58-2026

DATE: August 4, 2026



Subject Matter/Background

The City of Perrysburg Fire Division has found it necessary to service and repair the generator at Fire Station 39. The City received two (2) quotes with Laibe Electric, Co. of Perrysburg, Ohio providing the lowest quote for the necessary labor, material, tools, equipment, transportation, and supervision to complete the service and repair.

The total cost is not to exceed Fifty-Six Thousand Two Hundred Thirty Dollars and Zero Cents (\$56,230.00).

This Resolution authorizes the Mayor and Director of Finance to accept the proposal and enter into an agreement with Laibe Electric, Co. in an amount not to exceed Fifty-Six Thousand Two Hundred Thirty Dollars and Zero Cents (\$56,230.00) to complete the service and repair of the electric generator at Fire Station 39.

Financial Review

Account Number: 4403-21233-55999

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 ensure timely acceptance of the quote and completion of the project.

RESOLUTION 58-2026

A RESOLUTION AUTHORIZING AN AGREEMENT WITH LAIBE ELECTRIC, CO. IN AN AMOUNT NOT TO EXCEED FIFTY-SIX THOUSAND TWO HUNDRED THIRTY DOLLARS AND ZERO CENTS (\$56,230.00) FOR THE SERVICING OF THE GENERATOR AT FIRE STATION 39; AND DECLARING AN EMERGENCY

WHEREAS, the Fire Division has found it necessary to service and repair the generator at Fire Station 39; and,

WHEREAS, the City considered two (2) separate quotes for these necessary services and Laibe Electric, Co. of Perrysburg, Ohio had the lowest and best quote at Fifty-Six Thousand Two Hundred Thirty Dollars and Zero Cents (\$56,230.00); and,

WHEREAS, the Safety Committee, at its meeting held July 21, 2026, unanimously approved advancement of this Resolution to City Council.

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

SECTION 1. The Council hereby authorizes the Mayor and Director of Finance to enter into an Agreement with Laibe Electric, Co. for the service and repair of the generator at Fire Station 39 in an amount not to exceed Fifty-Six Thousand Two Hundred Thirty Dollars and Zero Cents (\$56,230.00) as outlined in the quote attached hereto and incorporated herein as Exhibit A.

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

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



26440 Southpoint Road
Perrysburg, Ohio 43551

Phone: 419.724.8200

www.laibe.com

PROPOSAL

Date: 06/23/2026

To: City of Perrysburg
Fire Division Headquarters
26100 Fort Meigs Road
Perrysburg, OH 43551

Attn: Fire Chief William McCullough

Re: City of Perrysburg Fire Division Headquarters Generator

Dear Chief McCullough,

Laibe Electric proposes to furnish and install the electrical scope of work associated with modifying the Perrysburg FD generator distribution system to allow the existing generator to back-up the entire building. Existing essential-load transfer switches are to be reworked / bypassed, with new utility and generator feeder connections routed through a new 400A, 480V, 3-phase, 4-wire, NEMA 3R service-rated automatic transfer switch by Cummins.

BASE BID

FURNISH AND INSTALL

- Furnish and install new underground utility feeder from existing CT cabinet to new Cummins ATS.
- Locate new ATS adjacent to main exterior disconnect / CT cabinet.
- Furnish and install feeder from new ATS to existing MDP.
- Expose and rework existing 4" raceway from ATS to existing MDP as required.
- Provide feeder terminations at CT Cabinet, MDP and ATS.
- Extend grounding from existing MDP to new service-rated ATS.
- Provide connection from existing generator wireway to new ATS.
- Provide terminations within existing generator wireway.
- Extend control wiring from existing interior ASCO transfer switch to new ATS.
- Demo two existing exterior disconnects that currently feed the two existing transfer switches.
- Rework two (2) existing interior transfer switches to bypass the transfer function; existing ATS units to essentially remain as junction boxes.
- Provide testing and commissioning support for new ATS, feeder connections, existing generator interface, and reworked transfer switch bypass condition.

MISCELLANEOUS

- Sales tax exempt.
- All work to be completed on first shift, Monday through Friday.
- Proposal pricing is based on commodity pricing in effect as of the proposal date and is valid for 30 days unless otherwise stated. Material escalation, procurement delays outside Laibe Electric's control, and expediting costs are excluded.
- Incentive pay, overtime, shift premiums, acceleration, per diem, and any labor cost increase resulting from schedule changes, manpower loading, project delay, schedule extension, or union wage / fringe increases are excluded unless specifically stated otherwise. Any such impacts shall be subject to additional compensation and / or time extension.
- Laibe Electric reserves the right to proceed only upon receipt of a written change order or construction change directive. If directed to proceed without one, such work shall be performed on a time-and-material basis pending formal adjustment.
- Liquidated damages, third-party testing, independent commissioning, NETA / arc flash studies, unforeseen conditions, concealed conditions, are excluded.
- This proposal is confidential and proprietary to Laibe Electric and is provided solely for the recipient's internal review and evaluation for this project. It shall not be shared, distributed, or used for bid shopping, scope comparison, or dissemination to other bidders, subcontractors, vendors, owners, consultants, or third parties without Laibe Electric's prior written consent.

Total Proposal Not to Exceed:	\$ 56,230.00
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Thank you for the opportunity to quote this work. Should you have any questions or require additional information, please feel free to contact me directly.

Sincerely,



Brian K. Thebolt
Estimator, Project Manager

BKT/cv

TO: Mayor Weber
President Rettig
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Resolution 59-2026

DATE: August 4, 2026



Subject Matter/Background

The Fire Division is no longer in need of a Power Pro Ambulance Cot (SN 16063998) and a Power Load for Cot (SN 160139747), the value of which has been determined to be over One Thousand Dollars.

In accordance with Ohio Revised Code §721.15 it is necessary to legislatively authorize the disposal of property valued at over One Thousand Dollars only after determining the property is no longer needed or unfit for municipal purposes.

This Resolution authorizes the Mayor and Director of Finance to arrange for the sale of the Power Pro Ambulance Cot (SN 16063998) and a Power Load for Cot (SN 160139747), currently used by the Fire Division, by public auction as such equipment is no longer needed for municipal purposes.

Financial Review

This Resolution has no financial impact on the City.

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

If City Council is in agreement, a motion to suspend the rules, waive the three readings and pass this Resolution as an emergency is recommended, in order to ensure timely completion of the sale.

RESOLUTION 59-2026

A RESOLUTION DECLARING CERTAIN EQUIPMENT CURRENTLY USED BY THE FIRE DIVISION 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 Fire Division is no longer in need of a Power Pro Ambulance Cot (SN 16063998) and a Power Load for Cot (SN 160139747), the value of which has been determined to be over One Thousand Dollars; and,

WHEREAS, in accordance with Ohio Revised Code §721.15 it is necessary to legislatively authorize the disposal of property valued at over One Thousand Dollars only after determining the property is no longer needed or unfit for municipal purposes.

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

SECTION 1. The Council hereby authorizes the Mayor and Director of Finance to arrange for the sale of the Power Pro Ambulance Cot (SN 16063998) and Power Load for Cot (SN 160139747), currently used by the Fire Division by public auction as such equipment is no longer needed for municipal purposes.

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 the continuity of operations for the City of Perrysburg, and shall be in full force and effect from and immediately after its passage and approval by the Mayor.

President of Council

Mayor

PASSED _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR

City of Perrysburg - Declaration of Surplus Property Form

To: Mayor and Director of Finance

From: William McCullough, Fire Chief

Date: 07/22/2026

Please mark one:

☒ I have determined the following described City property, which was purchased through the General Fund is of no further use to the City and may be disposed of in accordance with Administrative Policy No. 34.

OR

☐ I have determined the following described City property, which came into the possession of the Perrysburg Police Division as found or unclaimed property is of no use to the City and may be disposed of in accordance with Administrative Policy No. 34.

DESCRIPTION OF PROPERTY

Current Estimated Value of Item (please choose one):

☐ \$0-\$999

☒ \$1,000 or more

NOTE: If the item is valued at \$1,000 or more, it must be authorized by an ordinance of City Council.

Description of property (non-vehicle):

Power Pro Ambulance Cot SN 16063998
Power Load for Cot SN 160139747

Description of property (vehicle)

Kelly Blue Book Value \$

(Attach KBB Printout)

Year:

Make:

Model:

Vehicle #:

Color:

VIN:

Mileage:

I recommend the following method of disposition (please check one of four options):

☒ Sell → **Employee Name - Point of Contact for Auction Listing:** Abby Bechstein

☐ Destroy ☐ Scrap ☐ Other _____

Approved: _____

Mayor

Date

Director of Finance

Date

TO: Mayor Weber
President Rettig
Members of City Council

FROM: Timothy W. Effler

RE: Resolution 60-2026

DATE: August 4, 2026



Subject Matter/Background

A Resolution authorizing the Mayor and Director of Finance to enter into a Purchase Agreement with Montrose Ford to purchase a 2027 Ford Police Interceptor Utility vehicle at a total cost not to exceed Sixty-Six Thousand Eight Hundred Thirty Dollars and Zero Cents (\$66,830.00).

This new vehicle will replace a vehicle that was recently in a car accident.

The price for the vehicle is Sixty-Six Thousand Eight Hundred Thirty Dollars and Zero Cents (\$66,830.00), which is below the current state bid pricing and in accordance with Ohio Revised Code 125.04(C), the City is able to purchase this vehicle from Montrose Ford upon equivalent terms, conditions, and specifications but at a lower price than it can through State Term Contract. Montrose is meeting the terms of the state term contract and beating the price.

Financial Review

Account Number: 4403-21232-55600

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 60-2026

**A RESOLUTION AUTHORIZING A PURCHASE AGREEMENT
WITH STATEWIDE FORD IN AN AMOUNT NOT TO EXCEED
SIXTY-SIX THOUSAND EIGHT HUNDRED THIRTY DOLLARS
AND ZERO CENTS (\$66,830.00) FOR THE PURCHASE OF A 2027
FORD INTERCEPTOR UTILITY VEHICLE FOR THE POLICE
DIVISION; AND DECLARING AN EMERGENCY**

WHEREAS, the Police Division is in need of a new Ford Police Interceptor Utility vehicle; and,

WHEREAS, the price the vehicle under the current state bid contract is Sixty-Six Thousand Eight Hundred Thirty Dollars and Zero Cents (\$66,830.00); and,

WHEREAS, pursuant to R.C. § 125.04(B)(2), the City participates in equipment purchasing contracts with the Ohio Department of Administrative Services, and the police vehicle purchases would be subject to this state cooperative plan through State Term Contract# 260880SR; and,

WHEREAS, the total cost for one (1) 2027 Ford Police Interceptor Utility vehicle, through State Term Contract# 260880SR, is Sixty-Six Thousand Eight Hundred Thirty Dollars and Zero Cents (\$66,830.00).

WHEREAS, the Safety Committee reviewed this request at its meeting on July 21, 2026 and voted unanimously to recommend the legislation to City Council.

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

SECTION 1. The Council hereby authorizes the Mayor and Director of Finance to enter into a Purchase Agreements with Montrose Ford for the purchase of one (1) 2027 Ford Police Interceptor Utility vehicle at a total cost not to exceed Sixty-Six Thousand Eight Hundred Thirty Dollars and Zero Cents (\$66,830.00), as outlined in the quotes attached hereto and incorporated herein as Exhibit A.

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

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the

citizens of the City of Perrysburg, Wood County, Ohio, to ensure pricing and vehicle availability, and shall be in full force and effective immediately after its passage and approval by the Mayor.

President of Council

Mayor

PASSED: _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR

Sales Representative Name		Steve Rick		Reference Number	260880SR		Number Of Vehicles		1	
Statewide Ford 1108 W. Main Street Van Wert, Ohio 45891			Revision Level		Revision 3		Quote Or Package Number:			
			Date		7/14/2026		Utility Quote Or Package Number		Utility Ohio Soundoff	
			Vehicle		2027		Utility		Durango Quote Or Package Number	
			Status		Quote Valid 30 Days		F-150 Quote Or Package Number			
Customer Billing Information							Tahoe Quote Or Package Number			
Purchaser Name		Perrysburg Police Department					Title Information Or Customer Shipping Information			
Contact Name		Chief Chris Sargent					Lienholder			
Contact Email		CSargent@PerrysburgOH.gov					Company Name			
Contact Number		419-872-8001					Attention To			
Mailing Address		330 Walnut Street					Street Address			
City, State & Zip		Perrysburg, Ohio 43551					City, State & Zip			
Lightbar Color:		All Blue		Exterior Lighting:		All Blue		Special Instructions		
Custom Discription:							Purchase Order Number			
Warranty Statement:		Installation And Wiring Are Covered Under A Lifetime Warranty And Emergency Products Are Covered During The Period Of The Manufacturers Warranty. Parts And Labor Warranty Are Subject To An Inspection								
QTY	Manufacturer	Part Number	Part Description				Unit Price	Extended Price	PO	Notes:
1	Ford	99C	EcoBoost 3.0 Liter Upgrade				\$2,850.00	\$ -		
1	Ford	59E	Keyed Alike (1435X) in Place of 59B				\$ -	\$ -		
1	Statewide Ford	Ready For Patrol	2027 Utility Stock Program from Statewide Ford				\$59,199.00	\$ 59,199.00		
	Ford	K8A-Black	Utility Interceptor, All Wheel Drive, V6 Engine				\$43,010.00	\$ -		
	Ford		LED Ready Headlamps				\$ -	\$ -		
	Ford	17T	Red/Clear Dome Light In Cargo Area				\$ -	\$ -		
	Ford	549	Heated Mirrors				\$ -	\$ -		
	Ford	43D	Courtesy Lamps Inoperative				\$ -	\$ -		
	Ford	18D	Global Unlock				\$ -	\$ -		
	Ford	68G	Rear Door Handles And Windows Inoperative				\$ 80.00	\$ -		
	Ford	59B	Keyed Alike (1284X)				\$ 50.00	\$ -		
	Ford	17A	Rear A/C				\$ -	\$ -		
	Ford	76R	Reverse Sensing				\$ -	\$ -		
	Ford	55B	Blis Blind Spot Monitoring				\$ -	\$ -		
	Ford	86T	Taillight Prep				\$ -	\$ -		
	Ford	19V	Rear Camera On Demand				\$ -	\$ -		

Customer	Perrysburg Police Department		Reference Number	260880SR	Revision Level	Revision 3	Sales Representative Name	Steve Rick	
QTY	Manufacturer	Part Number	Part Description			Unit Price	Extended Price	PO	Notes:
	Ford	68B	Police Perimeter Alarm			\$ -	\$ -		
	Ford	76P	Pre-Collision Assist With Pedestrian Detection			\$ -	\$ -		
	Ford	593	Anti Theft Alarm			\$ -	\$ -		
	Ford	47A	Police Engine Idle			\$ -	\$ -		
	Ford	19K	AGM Heavy Duty Battery			\$ -	\$ -		
	Ford	Hitch	Class IV Hitch With Wiring Harness			\$ -	\$ -		
	Ford	IDS	8" Intergrated Display Screen			\$ -	\$ -		
	Ford	85R	Tunnel Mount			\$ 60.00	\$ -		
	Ford	RKE	Remote Keyless Entry			\$ -	\$ -		
	Ford	Delivery	Delivery To Your Department (Included In package Pricing)			\$ 84.00	\$ -		
			The Following Equipment Is Included In Package Price:			\$15,915.00	\$ -		
			Tall Man Recessed Partition With Center Sliding Window				\$ -		
			Expanded Metal Rear Partition				\$ -		
			Replacement Seat With Outboard Seat Belts				\$ -		
			Vertical Steel Window Guards				\$ -		
			Dual Weapon Mount With Universal Locks				\$ -		
			Vehicle Specific Console With Cup Holder, Armrest, And Swing Arm				\$ -		
			Magnetic Mic				\$ -		
			Dome Light Between Front Driver And Passenger Seat				\$ -		
			The Following Warning Equipment Is Included In Package Price:				\$ -		
			nForce NXT Tri Color Lightbar				\$ -		
			100 Watt 500 Series Siren And Switch Controller With Blueprint				\$ -		
			100 Watt Speaker And Mounting Bracket				\$ -		
			Single Color LEDs For Side Cargo Window				\$ -		
			Tri Color Grille Lights				\$ -		
			Tri Color Mid Hatch Lights				\$ -		
			Single Color Under Hatch Lights				\$ -		
			Flashing Taillights				\$ -		
			The Following Equipment To Be Added To The Vehicle:				\$ -		
-1	Soundoff Signal	Deduct Grille Lights	Remove Grille Lights From Package			\$ 221.00	\$ (221.00)		
1	Soundoff Signal	RND	Remote Node Needed For Dual And Tri Color Lighting			\$ 305.00	\$ 305.00		
1	Soundoff Signal	ENFWB01JJ6	Full Length Rear Interior Lightbar, Dual Color Blue/Amber			\$ 911.00	\$ 911.00		

[illegible]

Customer	Perrysburg Police Department	Reference Number	260880SR	Revision Level	Revision 3	Sales Representative Name	Steve Rick	
Labor And Materials Section:								
Custom (Describe In Notes Below)								
	<u>Radio #1</u>		<u>Radio #2</u>		<u>Radio #3</u>			
	2 Piece Radio		1 Piece Radio		No			
Comments	Motorola		Motorola					
	<u>Scanner</u>		<u>Repeater</u>		<u>Preemption</u>			
	No		No		No			
Comments								
	<u>Camera System</u>		<u>Single Antenna Radar</u>		<u>Dual Antenna Radar</u>			
	In Car Camera System		No		Yes			
Comments	Axon		Python III		MPH Python III			
	<u>Computer System</u>		<u>Computer Power Supply</u>		<u>Modem With Antenna</u>			
	Yes		Yes		Yes			
Comments	Getac Tablet with Dock & Keyboard w/ Dock				Sierra Wireless			
	<u>Printer</u>		<u>Flashlight</u>		<u>Miscellaneous</u>			
	Yes		Yes		Yes			
Comments	NEW - CS - Brother PocketJet 8							
Notes Section:								
All Equipment will be Transferred from a Wrecked 2023 Utility EXCEPT for the Brother Pocket Jet 8. Printer will be supplied NEW								
Transfer - mPower Dual Color LB, 481 Siren & BluePrint, SL Running Board Lights								
Transfer - OPS Cargo Box & Electronics Tray if Possible								
☐	Special Quote				SubTotal	\$63,770.00		
		<u>QTY</u>	1	<u>Installation Per Unit</u>	\$3,060.00	Installation		\$3,060.00
		☐	Check if Actual Shipping is to be Charged			Shipping		
☐	Split Bill Between SFL/Greve/ECT With SEP	Tax Rate				\$-		
☐	Equipment To Be Shipped Loose				Total	\$66,830.00		
Color Of Vehicle:				Customer Signature:				

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

MANDATORY USE CONTRACT FOR: STATEWIDE NEW, MODEL YEAR 2026 OR MANUFACTURER'S CURRENT PRODUCTION MODEL, LAW ENFORCEMENT VEHICLES (FORD INTERCEPTOR SUV)

CONTRACT No.: RSI031795

CONTRACT ID: 31795

EFFECTIVE DATES: 10/1/2025 to 9/30/2026

SUPPLIER: STATEWIDE FORD LINCOLN MERCURY

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. SRC0000032151. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the Instructions to Bidders and Standard Terms and Conditions, special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

CONTRACT RENEWAL. This Contract may be renewed after the ending date of the Contract solely at the discretion of the Contracting Agency for a period of one month. Any further renewals will be by mutual agreement between the Contractor and the Contracting Agency for any number of times and for any period of time. The cumulative time of all mutual renewals may not 24 months unless the Contracting Agency determines that additional renewal is necessary.

This Requirements Contract is available to all State Agencies, State institutions of higher education and properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

This Requirements Contract and any Amendments thereto are available from the OhioBuys public portal at the following address:

<https://ohiobuys.ohio.gov/page.aspx/en/usr/login?ReturnUrl=%2fpage.aspx%2fen%2fbuy%2fhomepage>

Signed: _____

J. Andrew Czajkowski, President, Statewide Ford Lincoln

Date

Signed: _____

Kathleen C. Madden, Director

Date

1 - SPECIFICATIONS AND REQUIREMENTS

1.1 SCOPE:

These specifications define the State's requirements for new, Model Year 2026 or manufacturer's current production model, law enforcement vehicles to be utilized by State Agencies in the operation of State government, primarily for law enforcement work. This includes political subdivisions that are members of the Department of Administrative Services, Office of Procurement Services Cooperative Purchasing program.

Vehicles shall be the latest current model, complete with all standard equipment, unless otherwise specified. Any item which is standard equipment on the vehicle being bid, but not listed below, must not be removed from the vehicle. Manufacturer's disclaimers indicate changes in product specifications may occur during the model year and they reserve the right to do so without repercussion. All current mandatory Department of Transportation safety requirements are to be furnished, including seat belts and shoulder harness.

1.2 CLASSIFICATION:

The information listed below is based upon vehicle purchases the Office of State Procurement had received from estimations from Agencies. Due to the life cycle of vehicles, usage data will change from year to year. The State makes no representation or guarantee as to the actual number of vehicles that will be purchased by participating agencies.

Item Number	Estimated Usage	Classification
1	25 Units	Ford Interceptor: Sport Utility Vehicle-4 Door-V6- All Wheel Drive

1.3 APPLICABLE DOCUMENTS:

- A. Ohio Revised Code Section 125
- B. Ohio Revised Code Chapters 4501, 4503, 4513, and 4517
- C. Ohio Administrative Code Sections 4501:1-3-05
- D. Federal Motor Vehicle Safety Standards (FMVSS)
- E. Society of Automotive Engineers (SAE) Automotive Technical Standards
- F. Occupational Safety & Health Administration (OSHA) Regulations
- G. U.S. Environmental Protection Agency (EPA) Laws & Regulations
- H. Model Year 2026 or Manufacturer's most current Model EPA Fuel Economy Guide
- I. State of Michigan, Department of State Police, National Law Enforcement & Corrections Technology Center and Department of Technology

1.4 REQUIREMENTS:

In addition to the Model Year 2026 or Manufacturer's most current Model Year State of Ohio Law Enforcement Vehicles minimum specification sheets, the following items of factory-installed equipment shall be required as Standard Equipment on each vehicle listed in this bid, unless otherwise noted. Optional Equipment required to be furnished on the unit is noted on the State's Specifications. Options listed herein, are to be factory installed except for items(s) not available from the factory.

1.4.1 - REQUIRED STANDARD EQUIPMENT:

The following is required standard equipment:

- A. 12V power point
- B. Rust Proofing: Each vehicle listed in this bid shall have the Manufacturer's standard corrosion protection system. A copy of the corrosion protection warranty is to be included with this bid certifying compliance of this requirement. NOTE: Failure to provide this warranty may result in disqualification of this bid.
- C. Spare wheel and tire

- D. All vehicles to be delivered with fuel tank at least one-half (1/2) full.
- E. Radio Suppression: Each vehicle listed in this bid shall have the manufacturer's standard radio suppression system.

Radio Suppression shall be equipped with noise suppression equipment for two-way radio operation, which shall suppress vehicle electrical and electronic generated radio frequency interference problems. Broad band vehicular generated noises shall not exceed ½ microvolt, as measured by the 12 DB SINAD method, at the two-way radio receiver antenna. Further, the vehicle shall not produce any on-frequency interference problems encountered with any of the on-board systems of the supplied vehicles. It is the responsibility of the contractor to ensure that operation of properly installed two-way mobile low band radio transmitters will not adversely affect the operation of the vehicle in any manner.

- F. Tires: Shall be as recommended by the manufacturer for the vehicle specified, and shall be premium quality of recognized manufacturer, all season, steel belted radials, black walled, and meet the minimum speed rating specified (unless otherwise specified).
- G. Paint: The entire unit shall be painted in accordance with automotive standards. All colors are to be solid and manufacturing standard and will be specified on the order. Certain items may require specific paint as noted. Bidder to note which colors are standard at no extra cost on each item bid. If no chart is submitted or no notations are made it will be assumed all colors are standard and no additional compensation will be made for any factory color ordered.
- H. Restraint System and Supplemental Restraint Systems: Restraint Systems refers to lap and shoulder seat belts and Supplemental Restraint Systems refers to air bag system.
- I. Additional Option Package: This has been included on the Item Grid for the bidder to include several of their more popular options. In the event of an order for one (1) or more of these options, it is the responsibility of the contractor to assure that the entire content(s) of the Option Package is made available to the ordering entity and is what the ordering entity is requesting to be included with their purchase.

1.4.2 - OPTIONAL EQUIPMENT, TRUNK LID WARNING FLASHING LIGHTS:

Inside Trunk Lid Warning Flashing Lights are to be installed as high as possible to provide maximum visibility from the rear of the vehicle.

1.5 DELIVERY:

1.5.1 - ORDER CONFIRMATION:

Upon receipt of an order from an ordering agency, contractors are expected to enter orders with the factory within two (2) days after of receipt of purchase order. The contractor will confirm receipt of the agency's order and projected shipping date to the ordering agency within two (2) working days, by either fax or electronic means. The confirmation document shall confirm the contractor's order number, specific item(s), order quantities, unit price, a copy of the order notification and vehicle order number. The confirmation document may be a copy of the agency's order with the contractor's order number entered thereon. Delivery to the ordering agency is to be accomplished within seven (7) days after the contractor receives and services ordered items (for Delayed Delivery refer to section 1.5.3).

1.5.2 - ORDERING ENTITY CONTACT:

Any State of Ohio ordering entity and/or political subdivision ordering from this contract needs to be sure that they have included a contact, phone/fax numbers on the purchase order to the dealership. State's Cooperative Purchasing members need to be sure to include their current membership certificate number and / or a copy of their current membership certificate when placing an order to the dealership.

1.5.3 - DELAYED DELIVERY:

- A. Certain agencies may require delayed delivery on various items within this Contract. For any vehicle order that requests delayed delivery, the storage charges per day shall commence seven (7) calendar days after agency contact person notification that vehicle(s) so ordered are serviced and ready for delivery. The rate of such charges be indicated on the catalog item as Delayed Delivery Daily Storage Charge. Failure to include a dollar amount at bid submission for the Delayed Delivery Daily Storage Charge will be interpreted as \$0.00.

- B. If ordering entities elect to take delivery at the Contractor's place of business, pickup must be within seven (7) calendar days after notification that the vehicle is serviced and ready for pickup. If the vehicle is not picked up within the seven (7) calendar days after notification, the ordering entity is subject to a storage charge. The rate of such charges shall be indicated on the catalog item as Delayed Delivery Daily Storage Charge. Failure to include a dollar amount at bid submission for the Delayed Delivery Daily Storage Charge will be interpreted as \$0.00.

1.5.4 - DELIVERY INSTRUCTIONS:

The transporting and delivery of automobiles shall be accomplished by surface transport, or by being driven individually. Tow bar delivery is not acceptable. All deliveries shall be effected per bid commitment. Failure to meet delivery requirements may be cause for cancellation, only with the approval of the Office of Procurement Services.

1.5.5 - MANUFACTURERS PRODUCTION TERMINATION NOTICE (BUILD-OUT):

- A. The contractor is required to notify the Office of Procurement Services when build out dates and dealer order cutoff dates are released by the manufacturer. A build out schedule is listed in the Contract to assist entities in planning vehicle purchases. With build out notification, the contractor must provide the status of pricing: price protection (maintaining current prices for the next model year) or the proposed new model year pricing. If new model year pricing is unknown at the time of current model year build out, the Contractor must communicate that pricing is to be determined (refer to Section 3.4 of this document for model year and model year pricing updates). Failure to provide timely notification may result in breach of contract.
- B. Orders prior to manufacturer production termination notice (build-out date): All orders placed against any contract resulting from this bid, shall be provided to the contractor no later than the manufacturer's build-out date, which in the past is usually around March, but may be much earlier. Agencies will be notified of these dates but are urged to submit their orders as quickly as possible after receipt of the contract.
- C. All orders received and accepted by the contractor on, or prior to, the build-out date shall guarantee delivery of the vehicle as described on the purchase order at the Contract price. In the event the manufacturer cancels a confirmed order placed by an ordering agency due to the model year build-out, the contractor must notify the ordering agency immediately and provide evidence of manufacturer cancellation. If the contract has been amended to include the next model year with approved pricing, the ordering agency may opt to proceed with their order for the new model year at pricing approved in the contract. The ordering agency should confirm in writing to the contractor that they want to proceed with the next model year. The contractor should attempt to maintain the ordering agency's place in line if the next model year is ordered.
- D. Any order received by the contractor after the build-out date will be subject to availability. The contractor reserves the right to accept or reject these orders. The contractor will be required to notify the ordering agency, within five (5) working days, after the purchase order has been received by the contractor, whether the purchase order will be accepted or rejected. If the purchase order cannot be accepted it shall be returned to the ordering agency by the contractor. Once accepted, the contractor shall be required to fulfill the order. Failure to do so may result in the ordering agency purchasing a comparable vehicle from another source. The contractor will be held liable for any difference in price.

1.6 NOTES:

1.6.1 – WARRANTY:

Unless ordered with extended warranty, manufacturer's standard warranty shall apply, copy of warranty to be delivered with vehicle(s) purchased. Order will be considered incomplete until warranty is delivered.

1.6.2 – SPECIFICATION CONFORMATION & EXTRA ACCESSORIES:

Any delivered vehicle not conforming to these specifications shall be rejected and it will be the responsibility of the dealer or manufacturer to comply with State of Ohio requirements. Any extra accessories delivered on vehicles cannot and will not be paid for.

1.6.3 - ORDERING REQUIREMENTS/LIMITATIONS:

Some equipment requested may be available only in combination with other options or subject to additional ordering requirements or limitations. Be sure such requirements are noted. Once awarded, contractors are expected to deliver vehicles as ordered, incurring no additional costs beyond the stated prices.

1.6.4 - ADDITIONAL OPTIONS:

Bidders may elect to quote some of their more popular options for the item being bid. The options(s) being offered must be available for the item being bid. The additional options being offered must not change the item model being bid.

1.6.5 – DIFFERENTIAL TYPE/RATIO:

For the purposes of this bid the terms limited slip, anti-spin, automatic locking, rear locking, TRAC-LOC, etc. are to have the same meaning. The bidder is to state the standard rear axle ratio being provided (include information on the Specification Identification, Unspecified Option Price, & Delivery form and attach form via Questionnaire) and is to quote any additional ratio that may be available when preparing their bid.

1.6.6 - MILES PER GALLON REQUIREMENT (2019 DATA) EPA ESTIMATED MILEAGE:

Vehicles bid shall be equipped with an engine that meets at least the minimum requirements for the EPA Estimated Mileage as stated in the State of Ohio specification sheet. In the instance where an EPA Estimated Mileage is not available, the bidder is to supply the manufacturer's estimated mileage for the engine quoted.

1.7 - SPECIFICATION SHEETS:

Shown below are the specifications requirements for equipment that the State desires to purchase. These specifications are only considered as necessary to establish functional requirements. Proprietary design, exact dimensions, capacities, or restrictive features will not preclude acceptance of other recognized alternates meeting comparable performance requirements as determined by the Department of Administrative Services. List all deviations providing equivalent performance in the Questionnaire. Failure to comply may deem the bid not responsive.

Item 1: AUTOMOBILE – POLICE SPECIAL – SPORT UTILITY VEHICLE – FULL SIZE – 4 DOOR – V6 – AWD

Line No.	Standard Specification Items	Minimum Requirements
Brand		
1.	Manufacturer Make	Ford (No Equivalent Offer)
2.	Manufacturer Model	Interceptor SUV (No Equivalent Offer)
Powertrain		
3.	Engine Type (Liter/Cylinder)	3.3L Direct-Injection V6
4.	Horsepower (Net HP)	285
5.	Transmission	Automatic, 10 Speed
6.	Drive Type	All Wheel Drive
7.	Alternator (amps)	220
8.	Flexible Fuel Vehicle (FFV)	Yes
9.	Battery (CCA)	730 (cold cranking amps)
10.	Cooling System	Heaviest Duty Available
11.	EPA Estimated Mileage (City/Highway MPG)	17/23
12.	Pursuit Rated	Required
Driveability		
13.	Steering	Electric Power-Assist
14.	Power Antilock Brakes (ABS) Front & Rear	Required
Exterior		
15.	Number of Doors	4
16.	Wheelbase (in.)	119
17.	Body Side Molding (Installed)	Not Required
18.	Exterior Mirrors – Right & Left Mounted	Power Remote
19.	Paint – Specify Standard Colors	E4 Vermillion Red, LK Dark Blue, LM Roayal Blue, TN Sterling Grey, Um Agate Black, YZ Oxford White, M7 Carbonized Grey, E3 Arizona Beige, LN Light Blue, F1 Police Green
20.	Left Handed Spotlight, Pillar Mounted	Required
21.	Tires – Pursuit/Speed Rated per Manufacturer Recommendations	All Season, Steel Belted, Black Wall
22.	Spare Tire/Wheel	Required
Safety		
23.	Air Bag Restraint System (Driver & Passenger)	Required
24.	Supplement Restraint System (Driver & Passenger)	Required

Item 1: AUTOMOBILE – POLICE SPECIAL – SPORT UTILITY VEHICLE – FULL SIZE – 4 DOOR – V6 – AWD
(continued)

Line No.	Standard Specification Items	Minimum Requirements
Seating		
25.	Seating Capacity	5
26.	Seat Covering	Cloth FR, Vinyl RR
27.	Floor Covering	Heavy Duty Rubber
28.	Front Seat Type	Bucket Adjustable – No Center Console
29.	Rear Seat Type	Split 60/40 Bench
Interior		
30.	Arm Rest on Front Doors	Required
31.	Foam Front Seat Cushion	Required
32.	Trunk Light	Automatic
33.	Interior Lighting	Overhead Dome & Map or Dome Driver Light
34.	Interior Rear View Mirror	Day/Night
Dimensions		
35.	Fuel Capacity (Gal.)	19.0
36.	Base Curb Weight (lbs.)	4,639
37.	Headroom (Front/Rear) (in.)	40/40
38.	Leg Room (Front/Rear) (in.)	40/40
39.	Hip Room (Front/Rear) (in.)	59/59
40.	Shoulder Room (Front/Rear) (in.)	61/61
41.	Interior Cargo Area/ Cargo Area Seats Folded Down (cu. ft.)	48/85
Accessories		
42.	2 Sets of Keys with FOB Enabling Electronic Keyless Entry	Required
43.	Glass	High Strength, Factory Tint
44.	Rear Window Defroster	Wired in Glass
45.	Fresh Air Temperature Controlled Heater	With Windshield Defrosters
46.	Intermittent Windshield Wipers	With Dual Speed
47.	Air Conditioning	Required
48.	Radio – Factory Installed	AM/FM
49.	12 Volt Power Outlet, in Front Compartment	Required
50.	Speedometer/ Standard Gage Package	Required
51.	Hood Latch Release	Inside Passenger Compartment only, by Driver Side

Item 1: AUTOMOBILE – POLICE SPECIAL – SPORT UTILITY VEHICLE – FULL SIZE – 4 DOOR – V6 – AWD
(continued)

Line No.	Standard Specification Items	Minimum Requirements
Accessories		
52.	Dual Horns, Factory Installed	Required
53.	Electronic Door Locks/ Electronic Windows	Driver Control Lock Out (Required)
54.	Rear Window Wiper/Washer	If applicable
55.	Remote Control Rear Gate Release by Driver	Required, if available
56.	Rear Door	Lift Gate
57.	Electronic Door Locks / Electronic Windows	Required
58.	Tilt Wheel & Cruise Control	Required
Warranty		
59.	Rust Proofing	Min. Factory Warranty
60.	Manufacturer Standard	Min. 3 yr./36,000 Mile
61.	Powertrain	Min. 5 yr./100,000 Mile
Optional Equipment Items		
62.	45-Day Tags	
63.	Additional Set of Keys with FOB Enabling Electronic Keyless Entry	
64.	Wheel Cover	
65.	Engine: Hybrid Engine 3.3L V-6	
66.	Engine: 3.0L V6 Ecoboost	
67.	Inside Rear-Door Locks Inoperable, Inside Rear-Door Handles Inoperable, Inside Windows-Rear-Power Delete	
68.	Heated Side View Mirrors - Standard	
69.	Carpet	
70.	Red/White Dome Light in Cargo Area - Standard	
*71.	Perimeter Anti-Theft Alarm with remote start option (NOTE: Perimeter Anti-Theft Alarm standard with base vehicle; remote start option additional charge)	
72.	Remote Keyless Entry Key FOB w/o Key Pad - Deduct	
73.	Rear Console Plate	
74.	Grille LED Lights, Siren & Speaker Pre-Wiring - Standard	
75.	Hitch - Standard	
76.	SYNC – Included in 65U	
77.	Rear Light Solution – Blue/Blue for Cargo Area	
78.	Backup Camera - Standard	
79.	Street Appearance Package (factory console, spot light delete, full wheel covers, cloth rear seats, carpeting) – 65U	
80.	Additional Option Package: 67H Ready for Patrol	
81.	Additional Option Package: 67Z Ready for Patrol	
82.	Additional Option Package: 01D Front Dome Light	
*83.	Additional Option Package: 18X 100 Watt Siren/Speaker w/Bracket & Pigtail	

Unspecified Option Price: 3.00% above manufacturer invoice

Delivery Days After Receipt of Order: 90-200 Days ARO

* Indicates a clarification to Line 71 and the addition of Line 83 to the Optional Equipment Items, per Amendment1.

2 - STANDARD TERMS AND CONDITIONS

The State of Ohio [Standard Terms and Conditions](#) (revised 03/31/25) govern this Contract and are incorporated as if fully rewritten herein.

3 - CONTRACT SPECIFIC TERMS AND CONDITIONS

3.1 - ORDER OF PRIORITY:

The order of priority of the Contract will be the following: 1.) Specifications and Requirements; 2) Contract Specific Terms and Conditions; 3) Standard Terms and Conditions.

3.2 - AMENDMENT TO CONTRACT TERMS AND CONDITIONS:

The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

3.3 - BRAND SPECIFIC:

The items listed are being bid by specified manufacturer brand pursuant to Ohio Administrative Code 123:5-1-10 (D)(6). No other brands of products will be acceptable.

3.4 - FIXED PRICE WITH ECONOMIC ADJUSTMENT FOR MODEL YEAR UPDATE:

The contract prices(s) will remain firm at the listed price(s) for the model year awarded for the duration of the contract. Upon notification of the Model Year Build out of the Model Year awarded, the Contractor may submit a request to roll over current pricing to the next model year or increase their prices for the next model year of the Make/Model awarded, to be effective thirty (30) calendar days after acceptance by DAS. If pricing is unknown at the time of build out notification, Contractor can request the price adjustment as soon as that information is available. Contractors must submit price increase requests for the next model year of Make/Model awarded no later than 90 days prior to the end of the current contract. No price adjustment will be permitted prior to the effective date of the increase received by the Contractor from its suppliers, or on purchase orders that are already being processed, or on purchase orders that have been filled and are awaiting shipment. Price adjustments due to manufacturer cancellation require Agency approval (see Section 1.5.5.C). If the Contractor receives orders requiring quarterly delivery, the increase will apply to all deliveries made after the effective date of the price increase.

The proposed model year price increase must be justified by providing the updated manufacturer's pricing for the next model year. The proposed percentage price increase for the new model year contract item must not exceed the manufacturer's MSRP percentage price increase year over year. Optional equipment item pricing updates can only be updated with the new model year update information and must not exceed the manufacturer's MSRP percentage price increase year over year. Supportive documentation should include but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base and options cost of the product to the Contractor and the corresponding increase, and/or copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information.

Should there be a decrease in the cost of the finished product due to a general decline in the market or some other factor, the Contractor is responsible to notify DAS immediately. The price decrease adjustment will be incorporated into the contract and will be effective on all purchase orders issued after the effective date of the decrease. If the price decrease is a temporary decrease, such should be noted on the invoice. In the event that the temporary decrease is revoked, the contract pricing will be returned to the pricing in effect prior to the temporary decrease. For quarterly deliveries, any decrease will be applied to deliveries made after the effective date of the decrease. Failure to comply with this provision will be considered as a default and will be subject to the "Suspension/Termination" and the "Contract Remedies" sections of the "Standard Contract Terms and Conditions."

3.5 - OPTIONS PRICING NOTE:

Options prices bid are to be less than the manufacturer's suggested retail price(s) (MSRP). Bidder signifies by the completion of "Bid Certification" in their response that the option prices bid are less than MSRP. Bidders found to be over charging for options during bid evaluation may have those options deleted from any award. Bidders found to be over charging for options at the time of invoicing will be required to submit corrected invoices reflecting proper pricing.

Bidders must indicate whether an option item is included with the base unit, no additional charge, not available, or a price for the option. On the Item Grid, the following must be used to indicate one of those choices:

- Included with base unit or available at no additional charge: On the Item Grid, enter \$0.00
- Not available: On the Item Grid, mark 'Yes' in the Decline column
- Price: On the Item Grid, enter the dollar value

3.5.1 - REQUIRED OPTIONS:

Line items with a value greater than 0 in the "Units to Evaluate" are Required Options. Failure to offer a Required Option may deem your bid response not responsive and ineligible for award. Bidders must either, indicate the Required Option is included with the base unit or available at no additional charge by entering \$0.00, or providing a price. Bidders that decline a Required Option or respond with no cost but cannot provide this item may be deemed not responsive and ineligible for award.

If an option is not available as original factory equipment and is supplied as an aftermarket item, the Dealer Part Number field is to include an "AM" designation.

3.5.2 - ADDITIONAL OPTION PACKAGES:

Bidders may elect to supply pricing for popular or common option packages not included as a required options on the Item Grid. Additional option packages quoted will be made available to the ordering entities at the discretion of DAS, as part of the Contract.

3.5.3 - UNSPECIFIED OPTION PRICE:

Unspecified option price is the percentage above the manufacturer's invoice cost that is used to calculate unit cost for non-specified optional equipment required by an ordering entity.

Any option not specified on the Item Grid will be made available to the ordering entities, following Contract award and DAS approval, at the Unspecified Option Price. Bidder is to specify the percentage on the Specification Identification, Unspecified Option Price, & Delivery form and attach form via Questionnaire. If no Unspecified Option Price is provided by the Bidder, the State will assume that the price will be equal to the manufacture invoice. The Unspecified Option Price specified by the Bidder will not be used in the vehicle evaluation.

3.6 - TRANSPORTATION CHARGES:

Any items(s) ordered from this Contract shall be delivered F.O.B. destination to any state agency or any political subdivision located within the State of Ohio as stated on the purchase order, at the rate per mile, per vehicle delivery charge as listed on the item page. When generating orders, contact the contractor and establish the total round trip miles for one (1) vehicle from dealers location, using the State of Ohio Official Highway Map, unless some other mutually agreed upon method is acceptable.

3.7 - MINIMUM DELIVERY CHARGE:

This charge is to be used when the rate per mile per vehicle, as listed on the catalog, times the number of round-trip miles is less than the minimum delivery charge. The contractor may not bill for both the rate per mile, per vehicle and the minimum delivery charge.

3.8 - PLACEMENT OF ORDERS:

Ordering entities are strongly encouraged to place orders as early as possible in the model year. Purchase orders for any item(s) listed in a contract, awarded pursuant to this bid, will be placed directly with the contractor(s) by the using agency. No order shall specify delivery to exceed thirty (30) days beyond the expiration and/or cancellation date of the contract.

3.9 – PURCHASE ORDERS:

The Purchase Orders for item(s) listed in this Contract will be placed directly with the contractor by the ordering agency. All purchases, made by state agencies only, will be placed using either the official State of Ohio Purchase Order or, by a purchase order issued by the State's third-party financing administrator. The State will not be obligated to pay for purchases of any supplies or services, made by any other method. No order shall specify delivery to exceed thirty (30) days beyond the expiration, termination, or cancellation date of the Contract. A Purchase Order will authorize the contractor to provide the required supplies or services and, upon delivery, acceptance and submission of a proper invoice, will obligate the ordering agency to pay for the supplies or services furnished by the contractor.

When applicable, purchase orders may be placed for delivery to the agency on a quarterly basis. Any orders issued prior to the expiration, termination, or cancellation date of the Contract, which require delivery up to ninety (90) days beyond the approved expiration, termination, or cancellation date are to be fulfilled by the contractor.

ALL purchase orders placed against this Contract are to contain verbiage exactly as to how the title, delivery instructions, etc. are to read, i.e.:

TITLE TO:

SHIP TO:

BILL TO:

AGENCY TAX NO. _____

AGENCY _____

ADDRESS _____

CITY/STATE _____

COUNTY _____ CONTACT _____

TELEPHONE _____

3.10 - SUBMISSION OF INVOICES:

Refer to the Standard Contract Terms and Conditions; IV, Order and Payment Provisions. Invoices will not be issued prior to receipt of a purchase order.

3.11 – PAYMENT:

During the term of this Contract, a third-party financing option will be made available to State agencies only; not to political subdivisions. The contractors (dealers) will be notified by the State to review the order to pay process utilized by the third-party administrator. Contractors will continue to receive payment in full; either from the State or the third-party administrator. If payment is received from the third-party administrator, the title to the vehicle is to (may) be forwarded to the third-party administrator. If a third-party administrator is used for payment, there could be a delay in receipt of payment.

It is unknown which agencies may purchase through a third-party administrator or quantity of vehicles being purchased. This payment method may increase the number of vehicles purchased. Electronic Funds Transfer (EFT) may be used as payment method with mutual agreement between the third-party financing administrator and the dealer.

Payment will be issued once full order is completed and vehicles are delivered to ordering agency.

3.12 - CANCELLATION AFTER ORDER CONFIRMATION:

If an ordering agency needs to cancel any units due to agency error (wrong vehicle, over purchase, discontinued use, inventory reduction, etc.) after receiving the confirmation from the factory as described in Section 1.5.1, Delivery, the contractor may accept or reject the cancellation. If the contractor accepts the cancellation, they may charge a fee of up to \$1,000.00 per vehicle cancelled to recover costs for reselling the vehicle.

3.13 – SERVICE:

The vehicle will be completely dealer serviced and conditioned as per the manufacturer's pre-delivery recommendations and all equipment is to be completely installed with all adjustments made which are required to prepare the vehicle for immediate and continuous operation upon delivery. This requires that all fluids are filled to their maximum levels unless otherwise defined. Unit shall conform to all current Federal Safety Regulations including OSHA.

3.14 - SERVICE POLICY:

The successful bidder shall furnish with each vehicle delivered, or within three (3) days after delivery of the vehicle, the Manufacturer's Owner Service Policy. In addition, the Owner's Service Policy shall be recognized and accepted by all authorized dealers within the boundaries of the state of Ohio regardless of the location of the District or Regional Headquarters under which the vehicle operates.

3.15 - CERTIFICATE OF TITLE:

The contractor must submit application for certificate of title within one (1) business day after delivery of vehicle(s) has been made to the ordering agency. The title shall be delivered within fifteen (15) days after delivery of vehicle(s) to the ordering agency.

3.16 - AGENCY REGISTRATION:

The contractor shall furnish the Title Documents for each new vehicle and deliver same to the department ordering the vehicle, unless otherwise specified on purchase order. The contractor shall deliver with the necessary papers a \$15.00 per vehicle filing fee at time of vehicle(s) delivery to any agency authorized to complete their own title registration.

3.17 – ADVERTISEMENT:

Dealer name-signs shall not be affixed to any part of the delivered vehicle.

3.18 - DEALER LICENSE:

Contractor must be licensed to sell motor vehicles in the State of Ohio pursuant to ORC [4517.12](#). DAS may ask for proof of a dealers license/permit.

The Bidder should submit their dealer license/permit issued by the State of Ohio with their bid response. If not provided as part of the bid response, the Bidder must provide said dealer license within seven (7) calendar days after request/notification by the Office of Procurement Services. Failure to submit the dealer license within the stated time period may result in the bid response being deemed as not responsive.

3.19 - AUTHORIZED DEALER STATEMENT:

Bidders responding to this Invitation to Bid must be an authorized dealer or manufacturer of the products they are bidding. Bidders should submit a letter with their bid response certifying that they are the manufacturer or an authorized dealer of the manufacturer of the products being bid. This certification must be on the manufacturer's letterhead and must be signed by a duly authorized manufacturer's representative. If not provided as part of the bid response, the Bidder must provide said statement within seven (7) calendar days after request/notification by the Office of Procurement Services. Failure to submit the certification letter within the stated time period may result in the bid response being deemed as not responsive.

3.20 - SALES LICENSE:

Contractor must be licensed to sell new motor vehicles pursuant to ORC [4517.01](#) and [4517.02](#).

DAS may ask for proof of a salesperson's license after bid opening if not provided at bid opening. If requested, the Bidder will have seven (7) calendar days to respond.

If the owner/partner who is listed on the dealer's license is selling to the State, rather than a salesperson, an affirmation letter stating this must be provided in lieu of a salesperson license.

3.21 - ENERGY POLICY ACT:

The Energy Policy Act was signed into law in 1992. Under the act, state and federal government fleets must begin phasing in alternative fuel vehicles as replacements for petroleum fuel vehicles. The act recognizes methanol, ethanol and other alcohol-gasoline blends, natural gas, liquefied petroleum gas and other fuels as sources of replacement ("reformulated gasoline" and 10% ethanol are excluded from the definition of alternate fuels).

3.22 - COOPERATIVE PURCHASING CONTRACT:

This Contract may be utilized by Cooperative Purchasing Members. "Cooperative Purchasing Members" or "Co-op Members" are entities that qualify for participation in the State's cooperative purchasing program under Section 125.04 of the Ohio Revised Code ("ORC") and that have completed the steps necessary to participate in that program. They may include Ohio political subdivisions, such as counties, townships, municipal corporations, school districts, conservancy districts, township park districts, park districts created under Chapter 1545 of the ORC, regional transit authorities, regional airport authorities, regional water and sewer districts, and port authorities. They also may include any Ohio county board of elections, state institutions of higher education, private fire companies, private, nonprofit emergency medical service organizations, and chartered nonpublic schools.

If a purchase is made from this Contract by an entity that is not properly registered with the State's Cooperative Purchasing Program, it may be a violation of law, may be contrary to the entity's competitive bidding requirements, and will be a breach of this Contract by the Contractor. If a Cooperative Purchasing Member relies upon this Contract to issue a purchase order or other ordering document, the Cooperative Purchasing Member "steps into the shoes" of the State under this Contract. The Cooperative Purchasing Member's order and this Contract are between the Contractor and the Cooperative Purchasing Member. The Contractor must look solely to the Cooperative Purchasing Member for performance, including payment. The Contractor agrees to hold the state of Ohio harmless with regard to Cooperative Purchasing Member's orders and Cooperative Purchasing Member's performance. DAS may cancel this Contract and may seek remedies if the Contractor fails to honor its obligations under an order from a Cooperative Purchasing Member.

3.23 - CONTRACTOR QUARTERLY SALES REPORT:

The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales to Cooperative Purchasing Members under this Contract by calendar quarter (e.g. January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the Contract user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.

To submit this quarterly sales report, the Contractor is responsible for obtaining access to Ohio|Buys and must report the quarterly dollar value of sales to Cooperative Purchasing Members to the Department of Administrative Services (DAS) via the Internet using Ohio|Buys at the following web address supplier-emarketplace.ohio.gov . If no sales occur, the Contractor must report zero. The report must be submitted no later than thirty (30) days following the completion of the reporting period.

The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close-out report.

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may terminate this Contract.

3.24 - CONTRACTOR REVENUE SHARE:

The Contractor must pay to the State a share of the sales transacted under this Contract as a fee to the State to cover the estimated costs the State will incur in administering this Contract and the Services offered under it ("Revenue Share").

The Contractor must remit the Revenue Share in U.S. dollars within 30 days after the end of the quarterly reporting period. The Revenue Share that the Contractor must pay under this Contract equals $\frac{3}{4}$ of 1% of the total quarterly sales reported. The Revenue Share must be included in the prices reflected in any order and

reflected in the total amount charged to the State, and the Contractor may not add a surcharge to orders under this Contract to cover the cost of the Revenue Share.

The Contractor must remit any amount due as the result of a quarterly or closeout sales report at the time the quarterly or closeout sales report is submitted to the Department of Administrative Services, Office of State Purchasing. To ensure the payment is credited properly, the Contractor must identify the payment as a "State of Ohio Revenue Share" and include this Contract number, total report amount, and reporting period covered.

Contractor will pay the Revenue Share by check remittance, both normal and overnight, credit card payment via the State's epayment portal, or ACH payment, if approved by the State, using the instructions below

Check remittance:

Follow the remittance instructions on the required Quarterly Sales Report and Revenue Share Remittance Form at the following link, <https://das.ohio.gov/revenueshareform>

Credit Card Payments:

To pay by credit card, use the following link, <https://epay.das.ohio.gov/Payment>, select "Revenue Share" as the payment type and follow the on-screen prompts.

ACH Payments:

If this payment method is approved by the State, the State will provide payment instructions to Contractor.

If the full amount of the Revenue Share is not paid within 30 days after the end of the applicable reporting period, the non-payment will constitute a contract debt to the State. The State may setoff any unpaid Revenue Share from any amount owed to the Contractor under this Contract and employ all other remedies available to it under Ohio law for the non-payment of the Revenue Share. Additionally, if the Contractor fails to pay the Revenue Share in a timely manner, the failure will be a breach of this Contract, and the State may terminate this Contract for cause as set forth herein and seek damages for the breach.

4 - INVITATION TO BID INSTRUCTIONS

[Instructions, Terms and Conditions for Bidding](#) that apply to the solicitation.

5 - SPECIAL INSTRUCTIONS TO BIDDERS

5.1 – DELIVERY:

Supplies will be delivered to the participating agency within the timeframe noted on the contract for the item after receipt of order. The delivery location will be noted on the purchase order issued by the participating agency.

5.2 - CONTRACT AWARD:

The contract will be awarded to the lowest responsive and responsible bidder by line item.

5.3 – EVALUATION:

Bids will be evaluated in accordance with Article I-15 of the “Instructions to Bidders”. In addition, the State will evaluate the bid based on the total item cost, which equals the estimated number of units multiplied by the unit bid price plus the appropriate delivery charge. If estimated usages are unknown a quantity of one (1) will be used for the evaluation. If there is no “delivery charge per mile round trip map mileage rate” supplied or, the calculated value of the delivery charge is less than the minimum delivery charge, the minimum delivery charge will be used for evaluation purposes. The State reserves the right to reject the “per mile” delivery charge or the “minimum” delivery charge if it is determined to be excessive.

Example Calculation:

Total Item Cost = [(vehicle unit price) x (estimated number of units)] + [(delivery charge per mile round trip x 300)
x estimated number of vehicles]

5.4 - DESCRIPTIVE LITERATURE:

The Bidder may be required to submit descriptive literature of the supplies or services being offered. If requested, the literature will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not provided as part of the bid response, the Bidder must provide said literature within seven (7) calendar days after request/notification by the Office of Procurement Services to do so. Failure of the bidder to furnish descriptive literature either as part of their bid response or within the time specified herein may deem the bidder not responsive.

BUILD OUT SCHEDULE

Amend #	Amend Date	Make & Model/Vehicle Description	Requisition Approval Date	Order to Dealer Date	Dealer Order Cut Off Date	Price Protection (Yes/No)
		Ford Interceptor: Sport Utility Vehicle-4 Door-V6- All Wheel Drive				

Key
Requisition Approval Date - Last day to have requisitions submitted, approved by ordering agency, and routed for central approval.
Order to Dealer Date - Last day to submit Purchase Orders to the dealer.
Dealer Order Cut Off Date - Last day dealer can submit order to manufacturer.
Price Protection Yes - Model Year 27 is available at Model Year 26 contract pricing.

Note: If the vehicle has been price protected, please contact the dealer to confirm date of delivery as MY27 vehicles may not start production until a later date.

6 - AMENDMENTS**6.1 - SUMMARY OF AMENDMENTS**

Amendment Number	Effective Date	Amendment
1	10/24/25	This amendment is issued to update the Contract and Pricelist to provide a clarification note on Optional Equipment Item Line 71, Perimeter Anti-Theft Alarm with remote start option, and issued to add Optional Equipment Item Line 83, 18X 100 Watt Siren/Speaker w/Bracket & Pigtail.

PDT_CODE	PDT_LABEL	PDT_SUP_CODE_MANU F	PDT_SUP_REF	ITEM_SUP_CODE	ITEM_SUP_EMAIL	ITEM_CTR_REF	ITEM_PUBLIC_PRICE	ITEM_UNIT_CURRENCY	ITEM_UNIT
RSI031795-1-1	Item 1: AUTOMOBILE – POLICE SPECIAL – SPORT UTILITY VEHICLE – FULL SIZE – 4 DOOR – V6 – AWD- Ford Interceptor SUV	STATEWIDE FORD LINCOLN MERCURY	K8A	53729	ANDY@STATEWIDEFORD.COM	RSI031795	43010.00	USD	EA
RSI031795-1-2	45-Day Tags	STATEWIDE FORD LINCOLN MERCURY	Temp	53729	ANDY@STATEWIDEFORD.COM	RSI031795	20.00	USD	EA
RSI031795-1-3	Additional Set of Keys with FOB Enabling Electronic Keyless Entry	STATEWIDE FORD LINCOLN MERCURY	Key	53729	ANDY@STATEWIDEFORD.COM	RSI031795	285.00	USD	SET
RSI031795-1-4	Wheel Cover	STATEWIDE FORD LINCOLN MERCURY	65L	53729	ANDY@STATEWIDEFORD.COM	RSI031795	70.00	USD	SET
RSI031795-1-5	Engine: Hybrid Engine 3.3L V-6	STATEWIDE FORD LINCOLN MERCURY	99W	53729	ANDY@STATEWIDEFORD.COM	RSI031795	0.00	USD	AMT
RSI031795-1-6	Engine: 3.0L V6 Ecoboost	STATEWIDE FORD LINCOLN MERCURY	99C	53729	ANDY@STATEWIDEFORD.COM	RSI031795	2850.00	USD	EA
RSI031795-1-7	Inside Rear-Door Locks Inoperable, Inside Rear-Door Handles Inoperable, Inside Windows-Rear-Power Delete	STATEWIDE FORD LINCOLN MERCURY	68G	53729	ANDY@STATEWIDEFORD.COM	RSI031795	80.00	USD	SET
RSI031795-1-8	Carpet	STATEWIDE FORD LINCOLN MERCURY	16C	53729	ANDY@STATEWIDEFORD.COM	RSI031795	150.00	USD	EA
RSI031795-1-9	Perimeter Anti-Theft Alarm with remote start option (NOTE: Perimeter Anti-Theft Alarm standard with base vehicle; remote start option additional charge)	STATEWIDE FORD LINCOLN MERCURY	RES	53729	ANDY@STATEWIDEFORD.COM	RSI031795	1000.00	USD	EA
RSI031795-1-10	Remote Keyless Entry Key FOB w/o Key Pad - Deduct	STATEWIDE FORD LINCOLN MERCURY	41W	53729	ANDY@STATEWIDEFORD.COM	RSI031795	0.00	USD	AMT
RSI031795-1-11	Rear Console Plate	STATEWIDE FORD LINCOLN MERCURY	85R	53729	ANDY@STATEWIDEFORD.COM	RSI031795	60.00	USD	EA
RSI031795-1-12	Additional Option Package 18X 100 Watt Siren/Speaker w/Bracket & Pigtail	STATEWIDE FORD LINCOLN MERCURY	18X	53729	ANDY@STATEWIDEFORD.COM	RSI031795	350.00	USD	EA
RSI031795-1-13	Rear Light Solution – Blue/Blue for Cargo Area	STATEWIDE FORD LINCOLN MERCURY	66C	53729	ANDY@STATEWIDEFORD.COM	RSI031795	460.00	USD	EA
RSI031795-1-14	Street Appearance Package (factory console, spot light delete, full wheel covers, cloth rear seats, carpeting)	STATEWIDE FORD LINCOLN MERCURY	65U	53729	ANDY@STATEWIDEFORD.COM	RSI031795	610.00	USD	EA
RSI031795-1-15	Delivery Charge Per Mile	STATEWIDE FORD LINCOLN MERCURY	Delivery	53729	ANDY@STATEWIDEFORD.COM	RSI031795	0.45	USD	MI
RSI031795-1-16	Delayed Delivery Daily Storage Charge	STATEWIDE FORD LINCOLN MERCURY	Delay	53729	ANDY@STATEWIDEFORD.COM	RSI031795	20.00	USD	EA
RSI031795-1-17	Additional Option Package - 67H Ready for Patrol	STATEWIDE FORD LINCOLN MERCURY	67H	53729	ANDY@STATEWIDEFORD.COM	RSI031795	4050.00	USD	EA
RSI031795-1-18	Additional Option Package - 67Z Ready for Patrol	STATEWIDE FORD LINCOLN MERCURY	67Z	53729	ANDY@STATEWIDEFORD.COM	RSI031795	15999.00	USD	EA
RSI031795-1-19	Additional Option Package - 01D Front Dome Light	STATEWIDE FORD LINCOLN MERCURY	01D	53729	ANDY@STATEWIDEFORD.COM	RSI031795	450.00	USD	EA

TO: Mayor Weber
President Rettig
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Ords 44-2026 - 46-2026

DATE: July 7, 2026



Subject Matter/Background

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

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

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

Proposed Codified Ordinance §1235.04(aaa), and the supplemental Ordinances, establish "Medical Marijuana and/or Adult Use Cannabis" under Special Approval Uses through the City of Perrysburg's Codified Ordinances ("Code").

Financial Review

This legislation will have no financial impact on the City.

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

First Reading – 7/7/2026
Second Reading – 8/4/2026
Third Reading and Vote – 9/1/2026

ORDINANCE 44-2026

AN ORDINANCE ADDING CODIFIED ORDINANCE §1235.04(aaa) “MEDICAL MARIJUANA AND/OR ADULT USE CANNABIS” TO THE CITY OF PERRYSBURG ZONING CODE

WHEREAS, Ohio voters approved State Issue 2 on November 7, 2023 adopting proposed legislation authorizing the cultivation, sale and use of cannabis products for recreational purposes; and,

WHEREAS, pursuant to the operation of Article II, Section 1b of the Ohio Constitution, the proposed legislation approved by Ohio voters was incorporated into the Ohio Revised Code as Sections 3780.01 through 3780.99 and became effective on December 7, 2023 with no further action required by the Ohio General Assembly (the "Act"); and,

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

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

WHEREAS, City of Perrysburg, Ohio, Codified Ordinance §1235.04(aaa) establishes “Medical Marijuana and/or Adult Use Cannabis” under Special Approval Uses through the City of Perrysburg’s Codified Ordinances (“Code”); and,

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

WHEREAS, a Public Hearing was held on December 19, 2024 and, at their June 23, 2026 meeting, the Planning and Zoning Committee considered this legislation and unanimously recommended advancement to City Council.

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

SECTION 1. Codified Ordinance §1235.04(aaa) shall read:

1235.04(aaa) Medical Marijuana and/or Adult Use Cannabis

(1) PURPOSE.

- A. The purposes of this Section are to establish limitations on medical marijuana and adult use cannabis operations within the City and to establish reasonable and uniform regulations to minimize and control the negative secondary effects of adult use cannabis dispensaries within the City, all in order to promote the health, safety, and welfare of the Citizens of the City.

(2) INTENT.

- A. It is the intent of this section to provide appropriate locations and reasonable restrictions for the cultivation and transfer of cannabis allowed by the Ohio Marijuana Control Program. This is a unique land use with ramifications not addressed by more traditional zoning district and home occupation regulations. Although some specific uses of cannabis are allowed by the Ohio Marijuana Control Program, cannabis continues to be classified as a Schedule 1 controlled substance under Federal law making it unlawful under Federal law to use, manufacture, distribute, or dispense, or possess with intent to manufacture, distribute, or dispense cannabis.
- B. It is the intent of this section to protect the health, safety, and general welfare of persons and property by limiting land uses related to cannabis to districts that are compatible with such uses. Additional regulations in this section are intended to provide reasonable restrictions within districts so that these uses do not compromise the health, safety, and general welfare of persons in the district, or other uses allowed in each district.

(3) DEFINITIONS:

- A. The following words and phrases shall have the following definitions when used in this section.
 - 1. Words and phrases contained in the Ohio Marijuana Control Program ("OMCP"), R.C. Chapter 3796, as enacted by the State of Ohio. This subsection contains some words and phrases that are defined in the OMCP. As used in this section, they have the same meaning as provided in the OMCP, except that if at any time the definition of a word or phrase set forth below conflicts with the definition in the OMCP, then the definition in the OMCP shall apply. These words and phrases are as follows:
 - a. "Adult use cannabis" or "cannabis" or "marijuana" means "Marihuana" as defined in Ohio R.C. Chapter 3719.01.

- b. "Medical marijuana" means that term as defined in Ohio R.C. 3796.01.
- c. "Primary caregiver" means a person who is at least twenty-one years old and who has agreed to assist with a patient's medical use of marijuana and who has never been convicted of a felony involving illegal drugs.
- d. "Qualifying patient" means a person who has been diagnosed by a physician as having a qualifying medical condition.

2. Other words and phrases. The words and phrases in this subsection, as used in this section, shall have the following meanings:

- a. "Medical and/or adult use cannabis dispensary" means a building or part of a building where employees operate with the intent to transfer cannabis between employees and qualifying consumers under the OMCP.
- b. "Medical and/or adult use cannabis research and testing facility" means a building or part of a building where a qualified agency conducts research and testing as permitted by the OMCP.
- c. For all other definitions of terms associated with the "Ohio Marijuana Control Program" or "OMCP", reference R.C. § 3796.01 "Definitions".

(4) PROHIBITION ON CERTAIN MEDICAL AND/OR ADULT USE CANNABIS OPERATIONS.

- A. No person shall operate a medical and/or adult use cannabis cultivator or processor in the City. Any person who violates this section shall be guilty of a misdemeanor of the first degree.

(5) LOCATIONS OF MEDICAL AND/OR ADULT USE CANNABIS DISPENSARIES.

- A. No more than one (1) medical and/or adult use cannabis dispensary may be located in the City, in accordance with the following restrictions:
 - 1. Medical and/or adult use cannabis dispensaries shall only be located in a district classified pursuant to Part Twelve - Planning and Zoning Code.
- B. Buildings used for medical and/or adult use cannabis dispensaries shall require a special approval use in accordance with the process described in this Chapter of the Planning and Zoning Code. Should an approved medical cannabis dispensary desire to add adult use cannabis sales or

transition exclusively to adult use cannabis sales, said dispensary shall go through the special approval use process to seek approval for the special approval use to be amended to allow for adult use cannabis sales.

- C. No medical and/or adult use cannabis dispensary shall be located within 1,000 feet of a parcel on which a school, church, public library, child care facility, public playground, or public park is located.
- D. No medical and/or adult use cannabis product and/or dispensary advertisements shall be located within 1,000 feet of a parcel on which a school, church, child care facility, public library, public playground, or public park is located.
- E. No medical and/or adult use cannabis dispensary shall be located within one (1) mile of another legally operating medical and/or adult use cannabis dispensary.

(6) MEDICAL AND/OR ADULT USE CANNABIS DISPENSARY REGULATIONS:

- A. No person may operate or cause to be operated a medical and/or adult use cannabis dispensary without complying with the following requirements:
 - 1. The medical and/or adult use cannabis dispensary shall be operated in accordance with all applicable laws, rules and regulations promulgated by the state.
 - 2. No person under the age of 21 who is not a medical marijuana patient is permitted to access a dispensary's retail area. Dispensaries must have procedures in place to verify identification to prevent unauthorized access.
 - a. Dispensaries must ensure all members of the public present valid, government-issued photographic identification containing the individual's date of birth prior to entering the designated retail area.
 - b. A registered dispensary employee must review the individual's identification and ensure the individual is at least 21 years of age or older.
 - c. Medical marijuana patients and caregivers may continue accessing the dispensary pursuant to O.A.C. 3796.
 - d. Registered patients who are under the age of 21 may enter the premises if they present valid patient identification and government-issued photographic identification or one of the other forms of identification provided here.

- e. Registered patients under the age of 18 are to be accompanied by their registered caregiver.
 - f. A registered dispensary employee must ensure the patient presents valid patient identification.
- 3. No smoking, inhalation, or consumption of cannabis shall take place on the premises.
- 4. Drive-Through Windows and Facilities Prohibited. Medical and/or adult use cannabis dispensaries shall not be permitted to have any accessory drive-through facilities or provide drive-through or “curbside” delivery service.
 - a. A medical and/or adult use cannabis dispensary may be permitted to have a drive thru if such drive thru is required by the Ohio Revised Code or by a rule or regulation set by a State of Ohio regulatory department or agency. Said drive thru will still be reviewed as part of the special approval use review process to ensure it appropriately fits the property where the dispensary is to be located. Shall a medical and/or adult use cannabis dispensary desire to add a drive thru after receiving a special approval use and Use Permit, said dispensary shall go through the special approval use process to ensure the drive thru is designed in a safe and secure manner and have the special approval use be amended as needed to accommodate said drive thru.
- 5. All activities of a medical and/or adult use cannabis dispensary shall be conducted indoors, with the exception of transactions that occur through a drive thru, if a drive thru is required for the State of Ohio to license the dispensary.
- 6. No equipment or process shall be used in any medical and/or adult use cannabis dispensary which creates noise, dust, vibration, glare, fumes, odors or electrical interference detectable to the normal senses beyond the property boundary.
- 7. Signage: All signage shall be in compliance with the Zoning Code. The following signage standards are applicable to medical and/or adult use cannabis dispensaries:
 - a. Exterior signs, other than those required by the State of Ohio or by Zoning Code, on the building shall not cover the windows of the medical and/or adult use cannabis dispensary.

- b. Exterior signs shall be posted on the outside of the dispensary and shall only contain the name of the business.
 - c. Neon signs, LED signs, and/or electronic message boards are not permitted in connection with any medical and/or adult use cannabis business establishment.
 - d. Signage shall not contain any language or imagery that is considered false, misleading, targeted to minors, attractive to minors, promoting excessive use, promoting illegal activity, are obscene or indecent, containing depictions of marijuana use, promoting marijuana as an intoxicant, or asserting or suggesting that adult-use marijuana has any health or therapeutic benefits.
 - e. The special approval use authorizing the medical and/or adult use cannabis dispensary shall include a signage plan depicting the allowed exterior signs for the dispensary.
8. Security and Video Surveillance. Each medical and/or adult use cannabis dispensary must install and maintain in good working order security, video surveillance, and inventory protection and control systems:
- a. Medical and/or adult use dispensaries must adhere to the security and surveillance requirements, standards set forth by the State of Ohio.
 - b. Medical and/or adult use cannabis dispensaries must have a Security Plan containing written policies and procedures for security, surveillance, and control to prevent diversion, theft, or loss, approved by the Chief of Police, prior to approval for a special approval use.
 - i. In the event a dispensary is made aware of any investigations or legal proceedings where a video recording may contain relevant information, they must retain an unaltered copy of the recording until the investigation is closed, or the investigating authority notifies that it is no longer necessary to retain the recording.
9. Lighting. All interior, exterior and site lighting for medical and/or adult use cannabis dispensaries must be installed and maintained in good working order and of sufficient intensity for security cameras and the safety of customers and employees.

- a. The premises of every adult use cannabis dispensary shall be equipped with overhead lighting fixtures of sufficient intensity to illuminate every place to which patrons are permitted access, including restrooms.
 - 10. The dispensary shall operate only between the hours of 9:00 a.m. and 7:00 p.m.
 - 11. The use of any vending machine which allows access to marijuana is prohibited. For purposes of this subsection (a)(11), a vending machine is any device which allows access to medical marijuana and/or adult use cannabis without a human intermediary.
 - B. Medical marijuana and/or adult use cannabis dispensaries shall comply with all other regulations of the zoning district in which the medical and/or adult use cannabis dispensary is located, except when they are in conflict, in which case this section shall prevail.
 - C. Medical marijuana and/or adult use cannabis dispensaries are required to obtain a Use Permit from the Office of Planning and Zoning.
 - D. Medical marijuana and/or adult use cannabis dispensaries shall be operated in compliance with the OMCP.
- (7) CULTIVATION OR OTHER MEDICAL AND/OR ADULT USE OF CANNABIS AS A MEDICAL AND/OR ADULT USE CANNABIS HOME OCCUPATION IN RESIDENTIAL DWELLINGS.
- A. In a residential dwelling in any zoning district, cannabis cultivation and/or dispensary shall not be permitted as a home-based business. This section does not prohibit an individual from engaging in home grow activities authorized as part of the OMCP and as permitted and defined in R.C. § 3796.04.
- (8) LOCATION AND REGULATION OF MEDICAL AND/OR ADULT USE CANNABIS RESEARCH AND TESTING FACILITIES.
- A. Medical and/or adult use cannabis research and testing facilities shall be designated as "Laboratories" and shall follow all of the rules and regulations set forth in this Chapter and through the Ohio Revised Code.
 - B. Medical and/or adult use cannabis research and testing facilities "Laboratories" shall be permitted or subject to a special approval use.
 - C. Retail sales are not permitted.
 - D. Medical and/or adult use cannabis research and testing facilities shall comply with all other regulations of the zoning district in which the medical and/or adult use cannabis research and testing facility is

located, except when they are in conflict, in which case this section shall prevail.

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

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

President of Council

Mayor

PASSED _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR

ORDINANCE 45-2026

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

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

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

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

WHEREAS, a Public Hearing was held on December 19, 2024 and, at their June 23, 2026 meeting, the Planning and Zoning Committee considered this legislation and unanimously recommended advancement to City Council.

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

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

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

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

is hereby amended and revised to read:

1215.02 (110.01) Medical Marijuana and/or Adult Use Cannabis: See “Definitions” Section of Chapter 1235.04(aaa), “Medical Marijuana and/or Adult Use Cannabis”.

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

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

President of Council

Mayor

PASSED _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR

ORDINANCE 46-2026

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

WHEREAS, City of Perrysburg, Ohio, Codified Ordinance §1225.08 establishes the land use and base zoning district tables through the City of Perrysburg's Codified Ordinances ("Code"); and,

WHEREAS, this Ordinance is being updated to allow for the introduction of “Marijuana - Medical Marijuana and/or Adult Use Cannabis - Dispensary” into the table; and,

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

WHEREAS, a Public Hearing was held on December 19, 2024 and, at their June 23, 2026 meeting, the Planning and Zoning Committee considered this legislation and unanimously recommended advancement to City Council.

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

SECTION 1. Codified Ordinance §1225.08 which currently reads as:

1225.08 LAND USE AND BASE ZONING DISTRICT TABLE.

[illegible][illegible]

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

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

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

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

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

1 Excluding retail sales of any type on premises.

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

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

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

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

	Ag	Residential						Commercial				Office Service	Industrial		Special				Institutional
Industrial	A-1	R-1	R-2	R-3	R-4	R-5	RM	C-1	C-2	C-3	C-4	OS	I-1	I-2	PB P	P	S-1	X	INS

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

1225.08 LAND USE AND BASE ZONING DISTRICT TABLE.

[illegible][illegible]

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

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

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

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

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

1 Excluding retail sales of any type on premises.

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

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

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

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

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

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

4 Minimum lot size is 30,000 square feet.

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

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

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

President of Council

Mayor

PASSED _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR

TO: Mayor Weber
President Rettig
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Ordinance 51-2026

DATE: August 4, 2026



Subject Matter/Background

Through Ordinance 30-2026, the City of Perrysburg, Ohio, accepted the annexation of certain real property (the “Perrysburg Lincoln Properties Annexation”).

On May 28, 2026, the Planning Commission voted in favor of C4 (Highway Commercial) Zoning.

On July 7, 2026, the Perrysburg City Council held a public hearing concerning permanent zoning for the Perrysburg Lincoln Properties Annexation.

On July 21, 2026, Planning & Zoning Committee recommended approval of C4 (Highway Commercial) Zoning.

This Ordinance accepts the revised and amended Zoning Map of the Perrysburg Lincoln Properties Annexation as C4 (Highway Commercial).

Financial Review

This legislation will have no financial impact on the City.

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

If City Council is in agreement, a motion to waive the three readings and pass the legislation as an emergency in order to avoid any confusion on which zoning rules and regulations should apply to the subject property.

ORDINANCE 51-2026

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF PERRYSBURG, WOOD COUNTY, OHIO, TO PROVIDE FOR PERMANENT ZONING REGARDING THE PERRYSBURG LINCOLN PROPERTIES ANNEXATION; AND DECLARING AN EMERGENCY

WHEREAS, in Ordinance 36-2026, the City of Perrysburg, Ohio, accepted the annexation of certain real property (the “Perrysburg Lincoln Properties Annexation”), Wood County Parcel Numbers P60-400-180302021000, P60-400-180302022000, and P60-400-180302023000, a map of which is attached hereto; and,

WHEREAS, on May 28, 2026, the Planning Commission of the City of Perrysburg, Ohio, held a public hearing concerning the permanent zoning of the property, at which time it recommended, by a vote of 6-0, approval of C4 (Highway Commercial) zoning; and,

WHEREAS, on July 7, 2026, the Perrysburg City Council held a public hearing concerning permanent zoning for the Perrysburg Lincoln Properties Annexation; and,

WHEREAS, on July 21, 2026, the City Council’s Planning & Zoning Committee reviewed the proposed permanent zoning for the Perrysburg Lincoln Properties Annexation and recommended approval of C4 (Highway Commercial) Zoning.

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

SECTION 1. The Zoning District Map attached to and made a part of Ordinance No. 156-2007, passed on October 2, 2007, now known as Title 12 of the Codified Ordinances of the City of Perrysburg, Ohio, and as subsequently amended, is hereby revised and amended by establishing the zoning of the Perrysburg Lincoln Properties Annexation as C4 (Highway Commercial).

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, in order to avoid any confusion on which zoning rules and regulations should apply to the subject property, and shall be in full force and effect from and immediately after its passage and approval by the Mayor.

President of Council

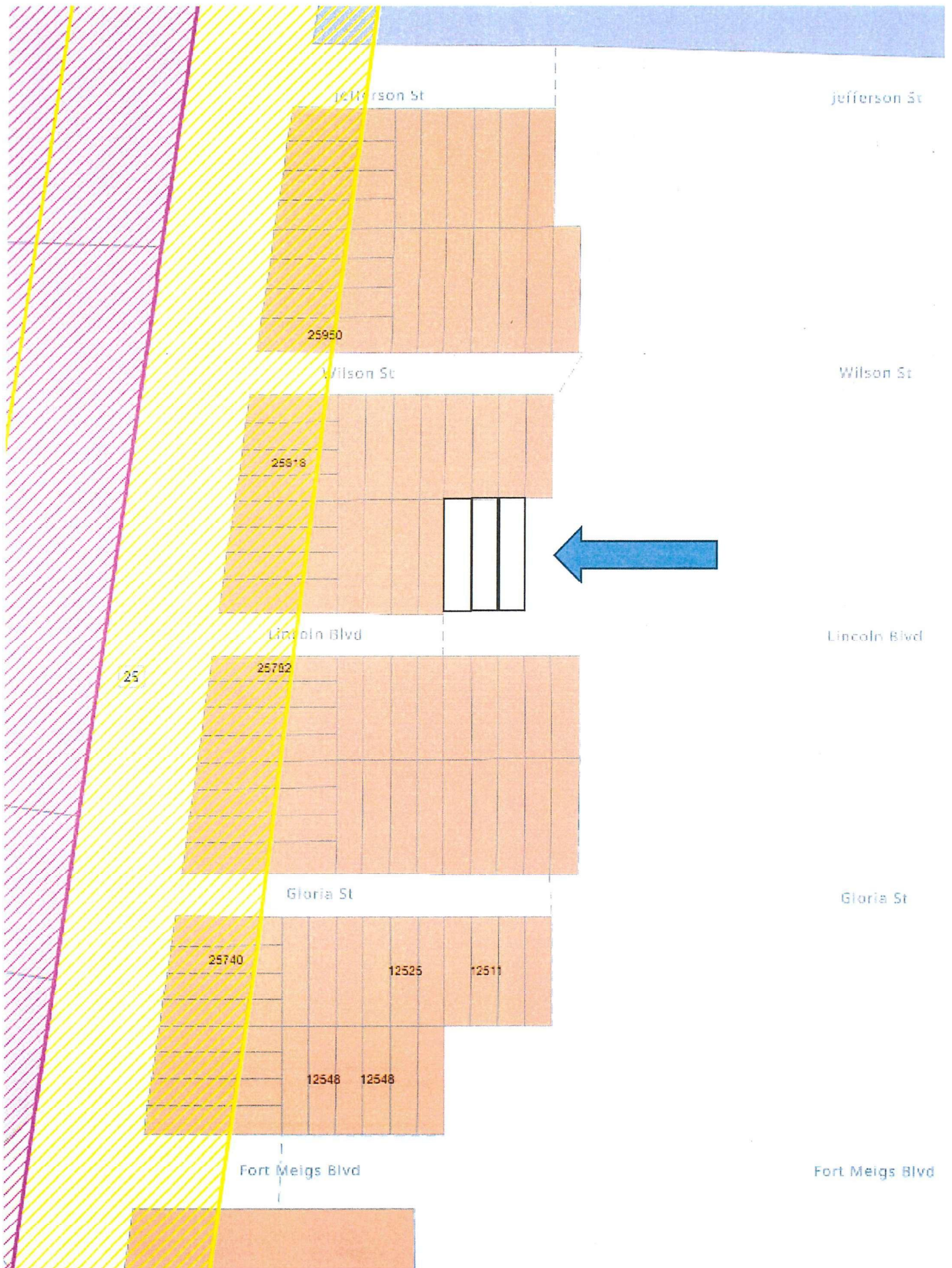
Mayor

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 52-2026

DATE: August 4, 2026



Subject Matter/Background

An Ordinance amending the zoning of an approximately 1.32-acre parcel located on the east and north side of the Department of Public Service Facility located at 11980 Roachton Road. The surrounding parcels are zoned as:

North: PBP (Planned Business Park)
East: R-4 (Single Family Residential)
South: Perrysburg Township
West: INS (Institutional)

The applicant has requested rezoning from PBP (Planned Business Park) to INS (Institutional) to allow for possible future expansion of City Public Services facilities.

The Planning Commission voted 6-0 in favor.

The Planning and Zoning Committee voted 3-0 in favor of this recommendation on July 21, 2026, and a Public Hearing was held on July 7, 2026.

Financial Review

This legislation will have no financial impact on the City.

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

If City Council is in agreement, a motion waive the three readings rule, and pass this legislation is appropriate.

ORDINANCE 52-2026

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF PERRYSBURG, WOOD COUNTY, OHIO, TO REZONE PROPERTY ON ROACHTON ROAD FROM PBP (PLANNED BUSINESS PARK) TO INS (INSTITUTIONAL)

WHEREAS, the subject properties are located along the east and north side of the Department of Public Service Facility located at 11980 Roachton Road; and,

WHEREAS, the parcels included in this request are: Q61-400- 180000034005 (4.18 acres) and 061-4000-180000035002 (1.32 acres). Both properties are currently zoned Planned Business Park (PBP) and are incorporated into the Crossroads Business Park, and subject to the adopted development standards; and,

WHEREAS, this property is bordered to the west by INS (Institutional); to the east by R-4 (Single Family Residential); to the south by Perrysburg Township; and, to the north by PBP (Planned Business Park); and,

WHEREAS, the applicant has requested rezoning from PBP (Planned Business Park) to INS (Institutional) to allow for possible future expansion of City Public Services facilities; and,

WHEREAS, the Planning Commission voted 6-0 in favor of approving the rezoning the property to INS (Institutional); and,

WHEREAS, a Public Hearing was held on July 7, 2026, and the Planning and Zoning Committee heard this matter at their July 21, 2026 meeting and recommended that the matter be presented to City Council.

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

SECTION 1. The Zoning District Map attached to and made a part of Ordinance No. 156-2007, passed on October 2, 2007, now known as Title 12 of the Codified Ordinances of the City of Perrysburg, Ohio, and as subsequently amended, is hereby revised and amended by changing the zoning of the parcel depicted in Exhibit A from PBP (Planned Business Park) to INS (Institutional).

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

resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Perrysburg and the State of Ohio.

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

President of Council

Mayor

PASSED: _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR



TO: Mayor Weber
President Rettig
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Ordinance 53-2026

DATE: August 4, 2026



Subject Matter/Background

City of Perrysburg, Ohio, Codified Ordinance §1280.10 and §1022.10(b) provide the authority to establish various fees charged for Planning & Zoning purposes. The Administration has determined it is reasonable and appropriate to further add, revise, and/or amend the fees charged by the Planning and Zoning Division to more accurately reflect the time and resources required for the review, permitting, inspection, and administration of applications and permits.

On July 21, 2026 the Planning and Zoning Committee considered the request and voted 3-0 to recommend the Code amendment to Council.

Financial Review

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

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 53-2026

AN ORDINANCE AMENDING THE PLANNING & ZONING FEE SCHEDULE; AND DECLARING AN EMERGENCY

WHEREAS, the Council for the City of Perrysburg, Ohio, has the authority to establish the various fees charged by the Administration for Planning & Zoning and other permits; and,

WHEREAS, pursuant to Ordinance 92-2011, these fees were established by Council and further amended pursuant to Ordinance 17-2012, Ordinance 64-2016, Ordinance 63-2018 and Ordinance 42-2026; and,

WHEREAS, the Administration has determined it is reasonable and appropriate to further add, revise, and/or amend the fees charged by the Planning and Zoning Division to more accurately reflect the time and resources required for the review, permitting, inspection, and administration of applications and permits; and,

WHEREAS, the Planning and Zoning Committee of Council by a 3-0 vote at the July 21, 2026 meeting recommended approval of the fee changes.

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

SECTION 1. Pursuant to Codified Ordinance 1280.10 and Codified Ordinance 1022.10(b), fees for certain administrative permits are established as set forth in Exhibit A.

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 action, 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 residents of the City of Perrysburg, Wood County, Ohio in order to ensure that the fee structure for administrative permits is clear and accurate and shall be in full force and effect and immediately after its passage and the approval by the Mayor.

President of Council

Mayor

PASSED _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR

CITY OF PERRYSBURG

Planning & Zoning Fee Schedule

Updated fees highlighted in yellow

Plats

Issue	Fee	Notes
Preliminary Plat	\$300.00 plus \$25 per acre	Less than 1 acre = 1 acre.
Preliminary Plat Extension	\$200.00	
Final Plat	\$150.00 plus \$10 per lot	
Approval without Plat	\$50.00	Includes Lot Split.

Site Plan

Issue	Fee	Notes
Preliminary/Final Review	\$450.00 plus \$25 per acre	Less than 1 acre = 1 acre.
Preliminary Site Plan Amendment	\$200.00	

Miscellaneous

Issue	Fee	Notes
All Amendments to Approved Plans	\$200.00	
Application for Zoning Change	\$200.00 plus \$25 per acre	Less than 1 acre = 1 acre.
Architectural Review Committee Review	\$200.00/\$50.00	Major review/minor review.
Cluster Housing Application	\$200.00	
Community and Environmental Impact Assessment	TBD	Cost of third-party review shall be borne by applicant.
Corridor Overlay	\$200.00	
Municipal Utility Overlay	\$200.00	
Open Space Plan	\$200.00	
Planned Unit Development	\$500.00	
Special Approval Use Application	\$200.00	
Urban Village Overlay Master Plan	\$200.00	

Board of Zoning Appeals

Issue	Fee	Notes
Residential	\$150.00	
Commercial/Industrial Application	\$300.00	

Appeal from Board of Zoning Appeals	\$250.00	Appeal made to City Council.
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Use Permit

Issue	Fee	Notes
Commercial/Industrial/Institutional/Multi-Family	\$75.00	

Construction Plan Review

Issue	Fee	Notes
First Submission	\$600.00	
Second Submission	No fee	
Third Submission	\$750.00	
Fourth Submission	\$1,000.00	
Any Subsequent Submission	\$1,200.00	
SWP3	\$50.00 per acre (\$100 min.)	Less than 1 acre = 1 acre.

Zoning Permits

New Construction and Additions

Issue	Fee	Notes
Residential	\$150.00 plus \$0.10 per sq ft	
Commercial/Industrial/Institutional/Multi-Family	\$350.00 plus \$0.10 per sq ft	

Alterations

Issue	Fee	Notes
Residential	\$40.00 plus \$0.10 per sq ft	
Commercial/Industrial/Institutional/Multi-Family	\$75.00 plus \$0.10 per sq ft	

Accessory Structures/Buildings

Issue	Fee	Notes
Decks/Gazebos/Patios/Pergolas	\$45.00	
Garages	\$45.00	
Swimming Pools	\$45.00	
Utility Sheds	\$45.00	

Other Permits

Issue	Fee	Notes
Demolition/Removal Permit (Residential)	\$75.00/\$40.00	

Demolition/Removal Permit (Commercial/Industrial/Institutional/Multi-Family)	\$115.00	
Driveway Apron Permit	\$30.00	<i>This applies only to the portion of driveway within the right-of-way.</i>
Driveway Permit	-	<i>This applies only to the portion of driveway not within the right-of-way. Permit still required.</i>
Fence Permit	\$25.00	
Parking Lot Permit	\$25.00 plus \$0.20 per square foot of parking lot area \$300.00 Maximum	
Sidewalk Permit	\$20.00 plus \$0.10 per sq ft in excess of 200 sq ft	<i>This applies only to the portion of sidewalk within the right-of-way.</i>
Sign Permit	\$40.00 plus \$0.30 per sq ft of face area sign	
Street Tree Permit	\$525.00	

Other

Issue	Fee	Notes
Blueprint Copies	\$3.00 per page	
Color Land Use Plans	\$5.00	
Color Zoning Maps	\$5.00	
Comprehensive Plans	\$30.00	
Planning & Zoning Codes	\$30.00	
Planning Commission, Board of Zoning Appeals, Historic Landmarks Commission Meeting Minutes	\$2.00 per meeting	

TO: Mayor Weber
President Rettig
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Ordinances 54-57-2026

DATE: August 4, 2026



Subject Matter/Background

A number of property owners within the City of Perrysburg have requested an Encroachment Easement Agreement for infrastructure built on their properties as it currently exists or is planned to be partially within easements controlled by the City. These Ordinances authorizes the City of Perrysburg to enter into four (4) separate Encroachment Easement Agreements with the following residents at the listed addresses:

- Sara E. Bassler and Lenn A. Bassler Jr at 1237 Timberbrook Ct., Perrysburg
- James C. Cayce and Jennifer J. Cayce at 4299 Morgan Pl., Perrysburg
- Nicholas C. Salvatore and Samantha E. Salvatore at 3628 River Ridge Way, Perrysburg
- Kyle Sell and Kelly Sell at 13537 Pinewood Ct., Perrysburg

These agreements permit the infrastructure (i.e. driveway, swimming pool) to encroach into the City's easements. The easements are granted under the condition that all of the listed Property Owners comply with the requirements set forth by the City and maintain the encroachments pursuant to the specifications and provisions agreed upon by the parties in the Encroachment Agreement.

Financial Review

These Ordinances will have no financial impact on the City of Perrysburg.

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 54-2026

AN ORDINANCE AUTHORIZING AN ENCROACHMENT AGREEMENT WITH SARA E. BASSLER AND LENN A. BASSLER JR.; AND DECLARING AN EMERGENCY

WHEREAS, Sara E. Bassler and Lenn A. Bassler Jr. are the owners of the property located at 1237 Timberbrook Ct., Perrysburg, Ohio; and,

WHEREAS, the property owners are requesting an extension for the driveway on the property, the extension would be partially within the utilities easement controlled by the City; and,

WHEREAS, the property owners have requested that the City approve the encroachment into the utilities easement to allow for the driveway extension, which would require an Encroachment Agreement from the City; and,

WHEREAS, the City has reviewed the request and determined the driveway would be permitted to encroach into the utilities easement so long as Sara E. Bassler and Lenn A. Bassler Jr. comply with the requirements set forth by the City and adequately maintain the encroachment pursuant to the specifications and provisions agreed upon by the parties in the Encroachment Agreement.

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

SECTION 1. The Mayor is hereby authorized to enter into an Encroachment Agreement granting an encroachment into the utilities easement, as approved by the City, pursuant to which the driveway extension is allowed and otherwise upon such terms as are deemed reasonable and appropriate to the City's Administration.

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

Ord 54-2026

citizens of the City of Perrysburg, Wood County, Ohio, to allow for the work to be completed 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

ORDINANCE 55-2026

AN ORDINANCE AUTHORIZING AN ENCROACHMENT AGREEMENT WITH NICHOLAS C. SALVATORE AND SAMANTHA E. SALVATORE; AND DECLARING AN EMERGENCY

WHEREAS, the driveway on the lot located at 3628 River Ridge Way, Perrysburg, Ohio, encroaches into a utilities easement controlled by the City and the swimming pool located on that same lot encroaches into a drainage easement controlled by the City and a utilities easement controlled by Toledo Edison; and,

WHEREAS, Nicholas C. Salvatore and Samantha E. Salvatore, the property owners, are requesting the City allow the portion of the driveway within the utilities easement and the portion of the swimming pool and pool surround within the drainage easement to remain, as opposed to removing the encroachment, which would require an Encroachment Agreement from the City; and,

WHEREAS, the City reviewed the request and determined the encroachment is permitted to encroach into the utilities easement and drainage easement as they currently exists and as a matter of convenience to Nicholas C. Salvatore and Samantha E. Salvatore, so long as Nicholas C. Salvatore and Samantha E. Salvatore obtain authorization from Toledo Edison to encroach on their portion of the easement, comply with the requirements set forth by the City, and adequately maintains the encroachment pursuant to the specifications and provisions agreed upon by the parties in the Encroachment Agreement.

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

SECTION 1. The Mayor is hereby authorized to enter into an Encroachment Agreement granting an encroachment into the utilities and drainage easements at 3628 River Ridge Way, Perrysburg, Ohio, as approved by the City, pursuant to which the current driveway and swimming pool are allowed to exist upon such terms as are deemed reasonable and appropriate to the City's Administration.

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, 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

ORDINANCE 56-2026

AN ORDINANCE AUTHORIZING AN ENCROACHMENT AGREEMENT WITH JAMES C. CAYCE AND JENNIFER J. CAYCE; AND DECLARING AN EMERGENCY

WHEREAS, the driveway on the lot located at 4299 Morgan Pl., Perrysburg, Ohio, encroaches into a utilities easement controlled by the City; and,

WHEREAS, James C. Cayce and Jennifer J. Cayce, the property owners, are requesting the City allow the portion of the driveway within the utilities easement to remain, as opposed to removing the encroachment, which would require an Encroachment Agreement from the City; and,

WHEREAS, the City reviewed the request and determined the encroachment is permitted to encroach into the utilities easement as it currently exists and as a matter of convenience to James C. Cayce and Jennifer J. Cayce, so long as James C. Cayce and Jennifer J. Cayce comply with the requirements set forth by the City and adequately maintains the encroachment pursuant to the specifications and provisions agreed upon by the parties in the Encroachment Agreement.

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

SECTION 1. The Mayor is hereby authorized to enter into an Encroachment Agreement granting an encroachment into the utilities easement at 4299 Morgan Pl., Perrysburg, Ohio, as approved by the City, pursuant to which the current driveway is allowed to exist upon such terms as are deemed reasonable and appropriate to the City's Administration.

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, and shall be in full force and

Ord 56-2026

effect from and immediately after its passage and approval by the Mayor.

President of Council

Mayor

PASSED _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR

ORDINANCE 57-2026

AN ORDINANCE AUTHORIZING AN ENCROACHMENT AGREEMENT WITH KYLE SELL AND KELLY SELL; AND DECLARING AN EMERGENCY

WHEREAS, Kyle Sell and Kelly Sell are the owners of the property located at 13537 Pinewood Ct., Perrysburg, Ohio; and,

WHEREAS, the property owners are requesting an extension for the driveway on the property, the extension would be partially within the utilities easement controlled by the City; and,

WHEREAS, the property owners have requested that the City approve the encroachment into the utilities easement to allow for the driveway extension, which would require an Encroachment Agreement from the City; and,

WHEREAS, the City has reviewed the request and determined the driveway would be permitted to encroach into the utilities easement so long as Kyle Sell and Kelly Sell comply with the requirements set forth by the City and adequately maintain the encroachment pursuant to the specifications and provisions agreed upon by the parties in the Encroachment Agreement.

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

SECTION 1. The Mayor is hereby authorized to enter into an Encroachment Agreement granting an encroachment into the utilities easement, as approved by the City, pursuant to which the driveway extension is allowed and otherwise upon such terms as are deemed reasonable and appropriate to the City's Administration.

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

Ord 57-2026

citizens of the City of Perrysburg, Wood County, Ohio, to allow for the work to be completed 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 61-2026

DATE: August 4, 2026



Subject Matter/Background

The City of Perrysburg is in need of final design services to expand the primary clarification process at the wastewater treatment plant to meet current design flows and to evaluate and optimize the sludge thickening process in anticipation of additional sludge collection. The City's Engineer requested and received prequalification statements from several engineering firms for such work. Fishbeck submitted a prequalification statement for the project and has the necessary personnel, equipment, expertise, and experience to provide such services.

The total cost of the project is expected to be Four Hundred Eighty-Four Thousand Five Hundred Dollars and Zero Cents (\$484,500.00).

Through this Resolution, the Mayor and Director of Finance are authorized to enter into an agreement with Fishbeck for final design services to expand the primary clarification process at the wastewater treatment plant to meet current design flows and to evaluate and optimize the sludge thickening process in anticipation of additional sludge collection, at a price not to exceed Four Hundred Eighty-Four Thousand Five Hundred Dollars and Zero Cents (\$484,500.00).

Financial Review

Account Number: 5402-61815-55999

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, to ensure timely completion of the project.

RESOLUTION 61-2026

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AN AGREEMENT WITH FISHBECK FOR DESIGN AND BIDDING SERVICES FOR THE WASTEWATER TREATMENT PLANT PRIMARY CLARIFICATION EXPANSION PROJECT AT A COST NOT TO EXCEED FOUR HUNDRED EIGHTY-FOUR THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$484,500.00); AND DECLARING AND EMERGENCY

WHEREAS, the City of Perrysburg is in need of final design and bidding services to expand the primary clarification process at the wastewater treatment plant to meet current design flows and to evaluate and optimize the sludge thickening process in anticipation of additional sludge collection; and,

WHEREAS, the City's Engineer requested and received prequalification statements from several engineering firms for such work; and,

WHEREAS, Fishbeck submitted a prequalification statement for the project and has the necessary personnel, equipment, expertise, and experience to provide such services; and,

WHEREAS, the total cost of the project is expected to be Four Hundred Eighty-Four Thousand Five Hundred Dollars and Zero Cents (\$484,500.00); and,

WHEREAS, at its July 27, 2026 meeting the Public Utilities Committee unanimously recommended approval of the agreement; and,

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 Fishbeck for design and bidding services to expand the primary clarification process at the wastewater treatment plant to meet current design flows and to evaluate and optimize the sludge thickening process in anticipation of additional sludge collection, at a price not to exceed Eighty-Four Thousand Five Hundred Dollars and Zero Cents (\$484,500.00), as per the proposal attached hereto and incorporated herein as Exhibit A.

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

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

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

July 6, 2026
Project Number 241768

AJ Coleman, PE
Deputy Director or Public Utilities
City of Perrysburg
211 East Boundary Street
Perrysburg, OH 43551

Proposal for Professional Services
Perrysburg Wastewater Treatment Plant Primary Clarifier and Sludge Thickening Improvements

Fishbeck is pleased to provide our scope of services to complete final design and bidding services for the Primary Clarification & Recycle Stream Improvements at the City of Perrysburg (City) Wastewater Treatment Plant (WWTP). Our scope follows the improvements outlined in the *Primary Clarification and Recycle Stream Preliminary Design Report* (Fishbeck, January 6, 2026).

Statement of Understanding

The City is seeking engineering services to continue with the final design and bidding for the expansion of the primary clarification process and optimization of the recycle stream process at the Perrysburg WWTP.

As outlined in the *Preliminary Design Report*, it is recommended that the City proceed with construction of one new 66-foot diameter circular primary clarifier, which is similar size to the existing unit, located northeast of the current clarifier. This addition will double the WWTP's primary clarification capacity, improve primary solids removal, and provide needed redundancy during maintenance or high-flow conditions. The new clarifier will discharge through a new primary effluent junction chamber to evenly distribute flow among the aeration tanks, improving process stability and operational control.

Installation at the northeast site will require relocation of approximately 400 feet of the existing levee; we will coordinate with ODNR and the City of Perrysburg Floodplain Administrator for compliance with Class I levee and floodplain requirements. Space will be maintained for two additional clarifiers in the future to achieve the full 24 MGD design capacity consistent with *Ten State Standards*.

The project also includes conversion of two abandoned rectangular primary clarifiers (Tanks 3 and 4) into a 136,000-gallon side stream holding tank equipped with a mixing system and submersible pumps installed directly within the tank sumps. This configuration provides efficient storage and controlled return of filtrate and digester decant to either the gravity thickener or the primary splitter box, reducing organic loading impacts on the liquid treatment process.

Collectively, these improvements will enhance primary treatment performance, stabilize downstream aeration, and provide a cost-effective, phased path for future WWTP expansion and regulatory compliance.

Scope of Services

Fishbeck offers the following final design, permitting, and bidding scope of services for the project. Fishbeck will engage with City staff throughout the project. We will pay attention to the project schedule and budget constraints while keeping quality of work a top priority.

Final Design/Permitting Phase

Fishbeck will prepare final design documents for the project based on the *Preliminary Design Report* and direction provided by the City during the preliminary design review. Fishbeck will provide the following professional engineering services during the final design phase of the project.

1. Prepare the Division 00 and 01 front-end specifications and General Conditions using City supplied documents or based on EJCDC format, technical specifications in CSI format, and drawings for permit submittals and bidding. The final design documents will include plans, sections, details, and specifications to cover Demolition, Civil, Architectural, Structural, Process, Mechanical (HVAC and Plumbing), Electrical, and Instrumentation.
2. Provide design progress review submittals and meet with City personnel to review the project at the 60% and 95% design completion milestones.
3. Prepare an updated Opinion of Probable Construction Cost (OPCC) with the 60% and 95% deliverables.
4. Complete internal quality assurance/quality control (QA/QC) procedures for major design deliverables and final bidding documents.
5. Prepare and submit a Permit-to-Install application with applicable design documents to OEPA for approval. Fishbeck assumes all fees associated with the application, plan review, and approval will be paid directly by the City.
6. Prepare and submit necessary permitting information to Wood County Building Inspection. Fishbeck assumes that all fees associated with the building department review will be paid directly by the City.
7. Special inspections such as Concrete Strength Testing will be included in the contract as an allowance to the project that will be completed by a third party. Fishbeck will solicit three quotations from local firms and provide a recommendation to the City.
8. Submit both review and final documents to the City in digital (.pdf) and four hard copy formats.
9. Hold and lead monthly progress meetings with the City to discuss the design work completed in the previous month and action items to focus on in the month ahead.
10. Assist the City with ODNR permitting process for the relocation of the existing levee.

Bidding Phase

Fishbeck's role extends beyond design services as we will support the City through the bidding and award phase of the project. Fishbeck proposes to provide the following bidding and award phase engineering services:

1. Assist the City in preparing an advertisement for bids.
2. Provide drawings and technical specifications for the bid package. Instructions to Bidders, bid form, general conditions, any applicable supplemental conditions, and applicable contract documents based on EJCDC documents will be provided as a complete package.
3. Attend and conduct a pre-bid meeting at the Perrysburg WWTP.
4. Answer questions received in writing from bidders.
5. Prepare addenda as necessary.
6. Identify responsive bids and provide evaluation of bidders for City selection for project award.

Assumptions

The schedule and design fee specified below has been developed with the following assumptions in mind.

- A Systems Integrator will be sole sourced via a Cash Allowance to the construction contract. They will furnish a control panel and instruments to monitor and control instruments, pumps, and mixers in converted primary tanks as well as provide PLC and SCADA programming.

Schedule

Fishbeck is prepared to begin design upon authorization and anticipate the final design will be completed within six to seven months after receiving a written authorization to proceed as follows.

Contract Approval	August 3, 2026
Begin Final Design	August 3, 2026
Advertising	February 1, 2027
Construction Start	March 30, 2027

Professional Services Fees

Fishbeck proposes to provide the study and preliminary design services described herein on an hourly basis, plus reimbursable expenses, not-to-exceed Four Hundred Eighty-Four Thousand Five Hundred Dollars (\$484,500). If Fishbeck finds that the required scope of services is different than what is described in this proposal, we will notify the City immediately of any appropriate amendment to scope and fee. Scope and fees for Construction phase services will be more thoroughly defined and determined at a future date via scope amendment and supplemental agreement.

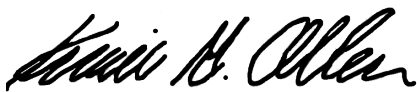
Authorization

Attached is an amendment to our existing January 24, 2025, Agreement for Design and Construction Professional Services. If you concur with our scope of services, please sign in the space provided and return the executed amendment to Dawn M. Smith (dmsmith@fishbeck.com). Invoices will be submitted monthly, and payment is due upon receipt.

Closing

We appreciate this opportunity to continue working with the City of Perrysburg. If you have any questions or require additional information, please contact me at 419.442.8952 or kaller@fishbeck.com.

Sincerely,



Kevin Aller, PE
Senior Water and Wastewater Engineer



John A. Willemin, PE
Senior Vice President

Attachments
By email

Agreement for Design and Construction Professional Services Amendment 2

Between Fishbeck and City of Perrysburg

Dated January 24, 2025

For Perrysburg WWTP Primary Clarifier and Sludge Thickening Improvements

Project No. 241768

The Agreement for this project is modified as follows:

Update Article 1.1.1 to add the following basic services:

Final Design	Scope of Services described in our July 6, 2026, letter
Bidding	Scope of Services described in our July 6, 2026, letter

Update Article 4.1 to add the following periods of service:

Final Design	August 3, 2026
Bidding	February 1, 2027

Update Article 6.1.1 to add the following fees:

Final Design	\$452,000: Current Hourly Rates Plus Reimbursable Expenses
Bidding	\$32,500: Current Hourly Rates Plus Reimbursable Expenses

All other Terms and Conditions shall remain unchanged.

APPROVED FOR:

City of Perrysburg

SIGNATURE: _____

NAME: _____ Mark Weber

TITLE: _____ Mayor

DATE: _____

ACCEPTED FOR:

Fishbeck

SIGNATURE: _____

NAME: _____ John A. Willemin, PE

TITLE: _____ Senior Vice President

DATE: _____ July 6, 2026

City of Perrysburg

SIGNATURE: _____

NAME: _____ Timothy W. Effler

TITLE: _____ Law Director

DATE: _____

City of Perrysburg

SIGNATURE: _____

NAME: _____ Amber L. Rathburn

TITLE: _____ Finance Director

DATE: _____

TO: Mayor Weber
President Rettig
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Resolution 62-2026

DATE: August 4, 2026



Subject Matter/Background

This Resolution authorizes the donation of Home Composters to The 577 Foundation. The City's Department of Public Utilities is no longer in need of the composters. The value of the donated property is under \$1,000.00.

Financial Review

No financial impact on the City.

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 62-2026

A RESOLUTION DECLARING CERTAIN COMPOSTERS 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's Department of Public Utilities is no longer in need of certain composters; and,

WHEREAS, these items will be donated to The 577 Foundation; and,

WHEREAS, this legislation went before the Public Utilities Committee on July 27, 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. The Council hereby authorizes the Mayor and Director of Finance to arrange for the donation of the certain composters 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 the continuity of operations for the City of Perrysburg 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 63-2026

DATE: August 4, 2026



Subject Matter/Background

The City of Perrysburg entered into an agreement with E&K Contractors to complete concrete repair and restoration for the Department of Public Utilities at certain properties throughout the City. That agreement was for Seventeen Thousand Eight Hundred Sixty Dollars and Zero Cents (\$17,860.00). During the project, additional concrete repair and restoration were found necessary to complete the project causing the City to incur additional expenses Fifty-Three Thousand Eight Hundred Seventy Dollars and Ninety-Six Cents (53,870.96).

This Resolution authorizes an amendment to the original Agreement and authorizes the Mayor and Director of Finance to execute an Amended Agreement with E&K Contractors in an amount not to exceed Seventy-One Thousand Seven Hundred Thirty Dollars and Ninety-Six Cents (\$71,730.96).

Financial Review

Account Numbers: 5331-61814-53222/5332-61826-53222

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

If City Council is in agreement, a motion to suspend the rules, waive the three readings and pass this legislation as an emergency is appropriate.

RESOLUTION 63-2026

**A RESOLUTION RATIFYING CERTAIN WORK PERFORMED AND
AUTHORIZING PAYMENT IN CONNECTION WITH THE
DEPARTMENT OF PUBLIC UTILITIES CONCRETE REPAIR AND
RESTORATION PROJECT COMPLETED BY E&K CONTRACTORS
IN AN AMOUNT NOT TO EXCEED SEVENTY-ONE THOUSAND
SEVEN HUNDRED THIRTY DOLLARS AND NINETY-SIX CENTS
(\$71,730.96); AND DECLARING AN EMERGENCY**

WHEREAS, the City of Perrysburg worked with E&K Contractors to complete concrete repair and restoration for the Department of Public Utilities at certain properties throughout the City; and,

WHEREAS, the original agreement for the repair and restoration was for Seventeen Thousand Eight Hundred Sixty Dollars and Zero Cents (\$17,860.00); and,

WHEREAS, during the project, additional concrete repair and restoration was found necessary and completed; and,

WHEREAS, the Department of Public Service would like to amend the initial agreement to add an additional Fifty-Three Thousand Eight Hundred Seventy Dollars and Ninety-Six Cents (\$53,870.96), for a total project cost not to exceed Seventy-One Thousand Seven Hundred Thirty Dollars and Ninety-Six Cents (\$71,730.96); and,

WHEREAS, the Public Utilities Committee, at its meeting held July 27, 2026, unanimously approved advancement of this Resolution to City Council.

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

SECTION 1. City Council ratifies the work completed by E&K Contractors and authorizes the Mayor and Director of Finance to provide payment to E&K Contractors in an amount not to exceed Seventy-One Thousand Seven Hundred Thirty Dollars and Ninety-Six Cents (\$71,730.96); as set forth in the invoices attached hereto and incorporated herein as Exhibit A.

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

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



E & K CONTRACTORS

4030 Fitch Road | Toledo, Ohio 43613
4194749454 | service@ekcontractors.com | www.ekcontractors.com

RECIPIENT:

Perrysburg Department of Utilities

211 E Boundary St, Perrysburg, OH 43551

SERVICE ADDRESS:

211 East Boundary Street
Perrysburg, Ohio 43551

Invoice #29880

Issued Not sent yet

Due Due upon receipt

Total \$48,064.08

Account Balance \$119,795.04

For Services Rendered

Product/Service	Description	Qty.	Unit Price	Total
Various Sidewalk, Approach and Pedestrian Ramps	Original Square Footage: 403 Actual Square Footage: 1084.5 Difference: 681.50 $\$17,860/403 \text{ SF} = \$44.32/\text{SF}$ $681.5 \text{ SF} * \$44.32 = \$30,204.08$ $\$30,204.08 + \$17,860 = \$48,064.08$ 1066 Mulberry St- 5x5 sidewalk -- Actual: 25 SF 190 Queensland Blvd- 4x4 sidewalk at curb box, sidewalk through driveway approach -- Actual: 200 SF 170 Aspen- 10x8 approach -- Actual: 100 SF E Front St & E Boundary St- Ped ramp and 5x5 sidewalk -- Actual: 57.5 SF 1170 Louisiana- 4x5 sidewalk -- Actual: 68 SF 505 Willow Ln- 4x8 Sidewalk -- Actual: 260 SF 848 Maple St- 4x10 sidewalk -- Actual: 60 SF 970 E Boundary- 4x10 sidewalk -- Actual: 100 SF Maple St & E South Boundary- 5x10 sidewalk w/ ped ramp -- Actual: 86 SF 633 W Front St- 5x10 sidewalk -- Actual: 84 SF 13308 Eckel Jcn Rd- 5x5 sidewalk -- Actual: 44 SF Excludes 2nd St	1	\$48,064.08	\$48,064.08

Thank you for your business. Please contact us with any questions regarding this invoice.

Total \$48,064.08

Account balance **\$119,795.04**



E & K CONTRACTORS

4030 Fitch Road | Toledo, Ohio 43613
4194749454 | service@ekcontractors.com | www.ekcontractors.com

RECIPIENT:

Perrysburg Department of Utilities

211 E Boundary St, Perrysburg, OH 43551

SERVICE ADDRESS:

211 East Boundary Street
Perrysburg, Ohio 43551

Invoice #29881

Issued Not sent yet

Due Due upon receipt

Total \$23,666.88

Account Balance \$95,397.84

For Services Rendered

Product/Service	Description	Qty.	Unit Price	Total
Post Purchase Order Additional Address	Added after submission: 246 W Second: Actual 534 SF 534 * \$44.32/sq ft = \$23,666.88	1	\$23,666.88	\$23,666.88

Thank you for your business. Please contact us with any questions regarding this invoice.

Total \$23,666.88

Account balance **\$95,397.84**

TO: Mayor Weber
President Rettig
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Resolution 64-2026

DATE: August 4, 2026



Subject Matter/Background

The Department of Public Utilities has determined that the watermain on Front Street, Second Street, Third Street and Indiana Avenue are in need of replacement.

The City issued a bid package and received six (6) bids and the bid received from E.R. Zeiler Excavating, Inc., of Temperance, Michigan, provided the lowest and best bid for the proposed work, and they have the equipment, expertise, personnel, and knowledge to perform the required work.

The cost for the project is Three Million Twenty-Three Thousand Nine Hundred Thirty-Two Dollars and Twenty-Five Cents (\$3,023,932.25), with the City Engineer requesting a 10% contingency, leaving the total cost of the project at an amount not to exceed Three Million Three Hundred Twenty-Six Thousand Three Hundred Twenty-Five Dollars and Forty-Eight Cents (\$3,326,325.48).

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 legislation as an emergency is appropriate. An Emergency is requested as the bid award is only valid for sixty (60) days.

RESOLUTION 64-2026

A RESOLUTION AWARDING A BID AND AGREEMENT TO E.R. ZEILER EXCAVATING, INC. IN AN AMOUNT NOT TO EXCEED THREE MILLION THREE HUNDRED TWENTY-SIX THOUSAND THREE HUNDRED TWENTY-FIVE DOLLARS AND FORTY-EIGHT CENTS (\$3,326,325.48), FOR THE WATER MAIN REPLACEMENT PROJECT ON FRONT STREET, SECOND STREET, THIRD STREET AND INDIANA AVENUE; AND DECLARING AN EMERGENCY

WHEREAS, the City of Perrysburg, Ohio solicited general contractor bids for the Water Main Replacement project on Front Street, Second Street, Third Street and Indiana Avenue; and

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

WHEREAS, the City of Perrysburg received six (6) bids and the bid received from E.R. Zeiler Excavating, Inc., of Temperance, Michigan, provided the lowest and best bid for the proposed work, and they have the equipment, expertise, personnel, and knowledge to perform the required work; and

WHEREAS, the cost for the project is Three Million Twenty-Three Thousand Nine Hundred Thirty-Two Dollars and Twenty-Five Cents (\$3,023,932.25), with the City Engineer requesting a ten percent (10%) contingency of Three Hundred Two Thousand Three Hundred Ninety-Three Dollars and Twenty-Three Cents (\$302,393.23), leaving the total cost of the project at an amount not to exceed Three Million Three Hundred Twenty-Six Thousand Three Hundred Twenty-Five Dollars and Forty-Eight Cents (\$3,326,325.48); and,

WHEREAS, the Public Utilities Committee, at its meeting held July 27, 2026, unanimously approved advancement of this bid award to City Council.

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

SECTION 1. The Mayor and Director of Finance are authorized to enter into an Agreement with E.R. Zeiler Excavating, Inc. in the amount of Three Million Twenty-Three Thousand Nine Hundred Thirty-Two Dollars and Twenty-Five Cents (\$3,023,932.25), as represented in Exhibit A attached hereto, and the Mayor and Director of Finance are further authorized to approve all change orders considered

necessary to this project in an amount not to exceed Three Hundred Two Thousand Three Hundred Ninety-Three Dollars and Twenty-Three Cents (\$302,393.23), leaving the total cost of the project at an amount not to exceed Three Million Three Hundred Twenty-Six Thousand Three Hundred Twenty-Five Dollars and Forty-Eight Cents (\$3,326,325.48).

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

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

President of Council

Mayor

PASSED _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR

General Info

Total:

\$2,756,532.25

Number	Description
Water Main Replacement Contract 11	Water Main Replacement Contract 11 - Front Street, Second Street & Third Street.
Deadline	This project consists of installing approximately 7,276 LF of 8" Waterline, 3,256 LF of 12" waterline, jack and boring 162 LF 18" casing pipe, removing 11 fire hydrants, installing 31 fire hydrants, installing 145 service connections, installing 7,265 LF of water services and reconnecting to existing water meters, 23,127 sf of sidewalk removed and replaced and other related items.
Vendor	This contract is subject to the provision of Davis Bacon, Prevailing Wage Rates. The subsequent contract will require certificates of insurance and may require performance and payment bonds.
Submitted	In order to be considered responsive, the contractor and all subcontractors will need to comply with City Ordinance 08-2023 which was passed in April of 2023. A copy of the Ordinance 08-2023 is included in the attachment list.
Signed by	The project will be awarded to the lowest and most responsive bidder based on the Grand Total Price of the Base Bid and any Alternatives that are accepted.
Lisa Zeiler Account Holder	
Lisa Zeiler	
Opened	Final Completion for the project: October 29, 2027
07/23/2026 02:00 PM EDT	
By	Engineering Estimate for the project: \$3,119,700
bthomas@ci.perrysburg.oh.us	
	Allows zero unit prices and labor
	Yes
	Allows negative unit prices and labor
	Yes

Ordinance 08-2023 Confirmation Statement

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

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

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

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

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

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

Statement #1 Answer *

Yes

Statement #2 Answer *

Yes

Statement #3 Answer *

Yes

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

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

Signature *

Lisa Zeiler

Title *

President

Bidder Company Name *

E. R. Zeiler Excavating, Inc.

Date *

07/23/26

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

Attachment List

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

2026-06-16 ISSUED FOR BID - Water Main Replacement Contract 11 Plans_sealed (1).pdf (19.8 MB)
Construction Plans

2_LegalNotice (1).pdf (98.5 KB)
Legal Advertisement

3_ProjDesc.pdf (150 KB)
Project Description

4_InstructionstoBid.pdf (113 KB)
Instruction to Bidders

5_General Conditions.pdf (202 KB)
General Conditions

6_Specs 2026.pdf (220 KB)
Supplemental Specifications

7_Insurance Requirements.pdf (87.3 KB)
Insurance Requirements

Construction-Contract-Guidance.pdf (1.5 MB)
Funding Requirements (Includes Required Forms)

CSX General Notes (1).pdf (200 KB)
Railroad General Notes

CSX Special Provisions.pdf (55.2 KB)
Railroad Special Provisions

CSX Insurance.pdf (31.5 KB)
Railroad Insurance

CSX Construction Submission Criteria.pdf (320 KB)
Railroad Submission Criteria

CSX Draft Construction Agreement.pdf (95 KB)
Railroad Construction Agreement

CSX Soil and Water Management Policy.pdf (41.4 KB)
Railroad Soil and Water Management Policy

Blank Agreement.pdf (673 KB)
Contract Documents (For Reference Only)

Wall Penetration Detail.pdf (35.5 KB)
Detail for Wall Penetrations

Potential Staging Areas.pdf (355 KB)
Aerial Showing Potential Staging Areas

Proposal

BID

Proposal of: *

E. R. Zeiler Excavting, Inc.

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

Michigan

doing business as *

"a corporation"

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

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

Watermain Replacement Contract 11

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

Two Million Seven Hundred Fifty Six Thousand Five Hundred Thirty Two and 25/100

\$ (in currency): *

\$2,756,532.25

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

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

The Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to complete the project on/before the date specified. The Bidder further agrees to pay as liquidated damages, the sum of \$1,300 for each consecutive calendar day thereafter as provided in the General Conditions.

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

Addenda #: *

#1

Addenda Date: *

07/20/26

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

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

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

Signature: *

Lisa Zeiler

Address: *

125 W Sub Station Rd

Title: *

President

City, State, Zip: *

Temperance, MI 48182

Legal Name of Bidder: *

E. R. Zeiler Excavating, Inc.

Phone Number: *

(734) 847-5745

Fax Number: *

N/A

E-mail Address *

lmzeiler@erzeiler.com

Base Bid

\$2,756,532.25

Item Code	Description	Quantity	Units	Unit Price	Extension
Alternates are not included in bid total.					
304	Granular Backfill	2,300.00	CY	\$45.00	\$103,500.00
614	Temporary Pavement	590.00	SY	\$85.00	\$50,150.00
441	Asphalt Concrete Pavement Intermediate Course Replacement	44.00	CY	\$470.00	\$20,680.00
441	Asphalt Concrete Pavement Surface Course Replacement	44.00	CY	\$500.00	\$22,000.00
452	Concrete Pavement Replacement	40.00	CY	\$600.00	\$24,000.00
608	Concrete Sidewalk Replacement	25,337.00	SF	\$9.00	\$228,033.00
608	Detectable Warning	17.00	EA	\$450.00	\$7,650.00
609	Concrete Curb Replacement	170.00	LF	\$50.00	\$8,500.00
638	8" Water Main Directional Drill	1,700.00	LF	\$110.00	\$187,000.00
638	8" Water Main Open Cut	5,399.00	LF	\$99.00	\$534,501.00
638	12" Water Main Open Cut	3,256.00	LF	\$113.00	\$367,928.00
638	18" Bore and Jack Encasement Pipe	162.00	LF	\$470.00	\$76,140.00
638	Fire Hydrant Assembly	31.00	EA	\$9,500.00	\$294,500.00
					Total: \$2,756,532.25

Item Code	Description	Quantity	Units	Unit Price	Extension
202	Removal of Existing Fire Hydrant	11.00	EA	\$500.00	\$5,500.00
638	8" Tapping Sleeve and Valve Box	8.00	EA	\$2,550.00	\$20,400.00
638	8" Gate Valve and Valve Box	21.00	EA	\$3,700.00	\$77,700.00
638	12" Gate Valve and Valve Box	9.00	EA	\$5,600.00	\$50,400.00
638	Service Connection (Short)	91.00	EA	\$1,000.00	\$91,000.00
638	Service Connection (Long)	54.00	EA	\$1,000.00	\$54,000.00
638	Service Connection (Private)	7,265.00	LF	\$40.00	\$290,600.00
201	Tree Removal (18" Diameter or Less)	15.00	EA	\$1,050.00	\$15,750.00
201	Tree Removal (Greater than 18" Diameter)	12.00	EA	\$4,000.00	\$48,000.00
SP	Concrete Thrust Block	6.00	CY	\$350.00	\$2,100.00
SP	Controlled Density Fill	6.00	CY	\$350.00	\$2,100.00
611	4' Diameter Valve Manhole	8.00	EA	\$1,800.00	\$14,400.00
611	5' Diameter Valve Manhole	4.00	EA	\$2,200.00	\$8,800.00
201	Clearing and Grubbing	1.00	LS	\$10,000.00	\$10,000.00
611	6" Sewer Repair (Contingency)	100.00	LF	\$45.00	\$4,500.00
					Total: \$2,756,532.25

Item Code	Description	Quantity	Units	Unit Price	Extension
611	8" Sewer Repair (Contingency)	100.00	LF	\$60.00	\$6,000.00
611	10" Sewer Repair (Contingency)	100.00	LF	\$70.00	\$7,000.00
611	12" Sewer Repair (Contingency)	100.00	LF	\$80.00	\$8,000.00
611	15" Sewer Repair (Contingency)	100.00	LF	\$90.00	\$9,000.00
611	18" Sewer Repair (Contingency)	100.00	LF	\$100.00	\$10,000.00
614	Maintaining Traffic	1.00	LS	\$6,500.00	\$6,500.00
623	Construction Layout Staking	1.00	LS	\$35,000.00	\$35,000.00
624	Mobilization	1.00	LS	\$15,000.00	\$15,000.00
659	Seeding and Mulching	5,365.00	SY	\$1.65	\$8,852.25
832	Temporary Erosion and Sediment Control	1.00	LS	\$5,000.00	\$5,000.00
832	Stormwater Pollution Prevention Plan	1.00	LS	\$6,200.00	\$6,200.00
638	10" Water Main Open Cut	6.00	LF	\$113.00	\$678.00
638	8" Water Main installed via Bore and Jack	177.00	LF	\$110.00	\$19,470.00
					Total: \$2,756,532.25

Alternate 1

\$267,400.00

Item Code	Description	Quantity	Units	Unit Price	Extension
Component is not included in bid total. Alternates are not included in bid total.					
638	8" Water Main Open Cut	-5,576.00	LF	\$100.00	-\$557,600.00
638	12" Water Main Open Cut	-3,256.00	LF	\$120.00	-\$390,720.00
638	8" Water Main Directional Drill	5,576.00	LF	\$110.00	\$613,360.00
638	12" Water Main Directional Drill	3,256.00	LF	\$185.00	\$602,360.00
					Total: \$267,400.00

BID GUARANTEE AND PERFORMANCE BOND

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

E. R. Zeiler Excavating, Inc.

as Principal and *

Hudson Insurance Company

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

07/23/26

to undertake the project known as: *

Water Main Replacement Contract 11 - Front Street, Second Street & Third Street

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

\$ (in currency):

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

Bond Percentage

10.00%

Guarantee Method *

Certified Check or Paper Bid
Bond

Certified Check or Paper Bid Bond

Confirmation *

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

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

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

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

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

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

Principal: *

E. R. Zeiler Excavating, Inc.

By: *

Lisa Zeiler

Title: *

President

Surety: *

Hudson Insurance Compnay

By (Attorney-in-Fact): *

Theresa J Foley

Address: *

100 Williams St 5th Floor New York, NY 10038

Agent: *

Hylant Insurance Group Inc

Address: *

811 Madison Ave Toledo, OH 43604

EXPERIENCE STATEMENT

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

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

Response to the above: *

See attached

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

Name: *

Lisa Zeiler

Title: *

President

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

Name: *

Joseph Szajna

Title: *

Vice President

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

Name: *

N/A

Title: *

N/A

LIST OF SUBCONTRACTORS

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

Name: *

Hanks Plumbing and Heating

Address: *

1625 Albon Rd Holland, OH 43528

Type of Work: *

Directional Drilling

Bidder shall provide the names, addresses, and type of work (Item No. or Description, if applicable) which the Bidder proposes to subcontract under this Contract. 1

Name: *

Henry W Bergman Inc

Address: *

218 E 9th St Genoa, OH 43430

Type of Work: *

Asphalt

Bidder shall provide the names, addresses, and type of work (Item No. or Description, if applicable) which the Bidder proposes to subcontract under this Contract. 2

Name: *

Oglesby Construction Inc

Address: *

305 Woodlawn Ave Norwalk, OH 44857

Type of Work: *

Concrete

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

Signed By: *

Lisa Zeiler

Title *

President

Company *

E. R. Zeiler Excavating, Inc.

Date *

07/23/26

NONCOLLUSION AFFIDAVIT

STATE OF: *

Ohio

COUNTY OF: *

Lucas

Bid Identification *

City of Perrysburg - Water Main Replacement Contract 11 - Front Street, Second Street & Third Street

Bidder's Name *

E. R. Zeiler Excavating, Inc.

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

*

president

Enter response if "other" was selected

N/A

of (company name): *

E. R. Zeiler Excavating, Inc.

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

Signed: *

Lisa Zeiler

Title: *

President

SUBSTITUTIONS/OPTIONS FORM

Optional: Vendor is not required to complete.

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

No bid

PREVAILING WAGE RESPONSIBILITIES

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

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

Prevailing Wage Determination must be posted on the project site.

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

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

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

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

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

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

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

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

E. List all fringe benefits (if any) and amount per hour for each

(1) Hourly amount is to be based on 2080 hours per year.

F. Total deductions

G. Net pay for the pay period

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

Perrysburg Prevailing Wage Coordinator

201 West Indiana Avenue

Perrysburg, OH 43551

(419) 872-7880

dbombrys@ci.perrysburg.oh.us

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

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

Perrysburg Code 252.02(G) Disclosures

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

No

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

No

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

Yes

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

None

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

NO

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

1955

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

See attached

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

No

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

20+ years experience for foreman and superintendent.

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

No

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

NO

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

ODOT compliant program

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

Yes

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

95%

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

Company Name *

E. R. Zeiler Excavating, Inc.

Signature *

Lisa Zeiler

Title *

President

Date *

07/23/26

Attachments for Perrysburg Code 252.02(G) Disclosures Listed Above

Name	Omission Terms	Submitted File
Optional: Vendor is not required to complete.		
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	I am not enclosing this document because the omission terms have been met.
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	I am not enclosing this document because the omission terms have been met.
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	I am not enclosing this document because the omission terms have been met.
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	I am not enclosing this document because the omission terms have been met.
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Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	I am not enclosing this document because the omission terms have been met.
14 Required Documents		

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

Name	Omission Terms	Submitted File
		document because the omission terms have been met.
14 Required Documents		

Required Document List

Name		Omission Terms	Submitted File
Consent of Surety If providing a certified check or paper bid bond in lieu of Electronic Bid Bond		Electronically verifying Bid Bond	Perrysburg Bond.pdf
Miscellaneous Attachment as Needed Miscellaneous Attachment		Omit if Not Needed	ERZ Projects List - Cumulative.pdf
2 Required Documents			

TO: Mayor Weber
President Rettig
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Resolution 65-2026

DATE: August 4, 2026



Subject Matter/Background

The Lake Erie West Regional Council (LEWRC) Surface Transportation Block Grant Program (STBG) provides funding for projects that include road improvement projects such as the resurfacing of E Indiana Ave from Louisiana Ave (SR 199) to E Boundary St.

This Resolution authorizes the City Engineer to take all actions necessary to apply for a LEWRC STBG Grant for the purpose resurfacing E Indiana Ave from Louisiana Ave (SR 199) to E Boundary St.

The total cost of the project is estimated to be Eight Hundred Sixty-Six Dollars and Zero Cents (\$781,866.00) with STBG funding Six Hundred Twenty-Five Thousand Dollars and Zero Cents (\$625,000.00) of the cost. If awarded the funds, the City commits to pay the local portion of the actual cost, estimated to be One Hundred Fifty-Six Thousand Eight Hundred Sixty-Six Dollars and Zero Cents (\$156,866.00). The City further agrees that, to the extent it wants anything outside the scope of work involved in the proposed resurfacing of E Indiana Ave from Louisiana Ave (SR 199) to E Boundary St, it will be required to fund the full amount of any such additional work, and it agrees to pay One Hundred Percent (100%) for all such non-participating costs associated to project development and construction activities.

Financial Review

There is no immediate financial impact on the City, as the funding would not be needed until the 2030 state fiscal year.

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 ensure timely completion of the grant application process.

RESOLUTION 65-2026

A RESOLUTION AUTHORIZING THE CITY ENGINEER TO PURSUE A LEWRC SURFACE TRANSPORTATION BLOCK GRANT (STBG) FOR THE RESURFACING OF E INDIANA AVE FROM LOUISIANA AVE (SR 199) TO E BOUNDARY ST; AND DECLARING AN EMERGENCY

WHEREAS, the Lake Erie West Regional Council (LEWRC) offers grants to communities in Northwest Ohio for the purpose of operational improvements through construction or resurfacing roadways in the area; and,

WHEREAS, the LEWRC Surface Transportation Block Grant Program (STBG) provides funding for projects that include road improvement projects such as the resurfacing of E Indiana Ave from Louisiana Ave (SR 199) to E Boundary St; and,

WHEREAS, the City may be eligible for funding through the LEWRC STBG program to fund this improvement; and,

WHEREAS, the LEWRC funding schedule for projects requires the City to submit its application prior to August 7, 2026, with the funding based on the application disbursed to the City in the year 2030 or later; and,

WHEREAS, the City agrees herein to share in the project costs as a condition to accepting the grant if awarded; and,

WHEREAS, the Service Committee of Council considered this request at their July 13, 2026 meeting and unanimously recommended its advancement to City Council.

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

SECTION 1. The City Engineer is authorized to take all actions necessary to apply for a LEWRC STBG Grant for the purpose resurfacing of E Indiana Ave from Louisiana Ave (SR 199) to E Boundary St.

SECTION 2. The total cost of the project is estimated to be Seven Hundred Eighty-One Thousand Eight Hundred Sixty-Six Dollars and Zero Cents (\$781,866.00) with STBG funding Six Hundred Twenty-Five Thousand Dollars and Zero Cents (\$625,000.00) of the cost. If awarded the funds, the City commits to pay the local portion of the actual cost, estimated to be One Hundred Fifty-Six Thousand Eight

Hundred Sixty-Six Dollars and Zero Cents (\$156,866.00). The City further agrees that, to the extent it wants anything outside the scope of work involved in the proposed resurfacing of E Indiana Ave from Louisiana Ave (SR 199) to E Boundary St, it will be required to fund the full amount of any such additional work, and it agrees to pay One Hundred Percent (100%) for all such non-participating costs associated to project development and construction activities.

SECTION 3. If the application is approved for funding the Mayor and Director of Finance are hereby empowered on behalf of the City and Council to enter into any contracts or agreements necessary to complete the above-described project.

SECTION 4. 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 5. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Perrysburg, Wood County, Ohio, in order to permit the City to meet applicable deadlines for the grant program, 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



Lake Erie West

REGIONAL COUNCIL

Transportation Improvement Program Application
Packet for:

Surface Transportation Block Grant (STBG)

APPLICATIONS DUE
August 7, 2026

Projects can be submitted electronically to Lisa Householder at
householder@LakeErieWest.org, or they can be mailed or
delivered directly to the Lake Erie West office at:
300 Martin Luther King Jr. Drive, Suite 300
Toledo, Ohio 43604

Issued by:
Lake Erie West Regional Council
300 Martin Luther King Jr. Drive
P.O. Box 9508
Toledo, Ohio 43697-9508

May 18, 2026
Application is also available at www.LakeErieWest.org

INTRODUCTION

The forms and information included in this package are for the submittal of Surface Transportation Block Grant (STBG) projects for Fiscal Years 2030 - 2032 in the Lake Erie West (formerly known as the Toledo Metropolitan Area Council of Governments, or TMACOG) Transportation Improvement Program (TIP).

Lake Erie West will be selecting \$24,000,000 worth of projects in this solicitation. For the purposes of the TIP funding programs, the Lake Erie West transportation region is limited to Lucas and Wood counties. Additionally, only those projects that are on federal aid eligible roads can be considered. All project applications should comply with the Regional Complete Streets Policy. Applicants must submit a TMACOG Complete Streets Checklist as part of the application process.

If there are questions regarding project eligibility or which fund type to request, please call Lisa Householder at (419) 820-4512.

MATERIAL AND INSTRUCTIONS INCLUDED IN THIS PACKAGE

SMALL PROJECTS and SMALL PROJECTS FUND DEFINITIONS (Page 2) – Defines the Small Projects programs and explains the method of ranking.

PROJECT DETAIL REQUESTS (Pages 3 & 4) – Requests the basic information needed for each project. Please provide this information separately for each desired project. Also provide the information of each existing project that does not require a new ranking in this cycle. It is not necessary to use this sheet as a form.

PROJECT BUDGET SUBMITTAL DETAIL (Page 5) – Request the details of the financing of your project. Please use this form. It is important that all sources of financing are identified. Explain all rules and limitations that may be attached to different sources of funds.

LAKE ERIE WEST TIP PROJECT APPLICATION & INSTRUCTIONS (Pages 6 – 14) – The Project Application form (and Instructions) requests the information that is used in rating and scoring the projects to determine which projects will receive funding. Please return a completed copy of this form and requested attachments in paper and/or electronic form for each requested project.

PROJECT SCORING CRITERIA FOR TIP ANALYSIS (Pages 15 – 20) – The scoring criteria is provided for your information. It is not necessary for you to complete or return this form. Scoring is done initially by an ad hoc committee of the Technical Advisory Committee (TAC), with validation by the full TAC.

COMPLETE STREETS CHECKLIST (Pages 22 – 29) – In order for a project application to be considered complete, a Complete Streets Checklist must be submitted with the application.

SMALL PROJECTS AND SMALL PROJECTS FUND DEFINITIONS

1. Maximum Lake Erie West federal funds provided for any single project will be \$625,000.
2. There is no maximum total construction cost for a single small project.
3. Lake Erie West federal funds will be provided at a maximum of 80/20 split up to the funding cap of \$625,000 of federal funding. There is no provision for additional funding allocations within the Small Project Fund.
4. Construction costs will be funded. There will be no consideration for funding of Preliminary Engineering (PE), Right-of-Way (R/W), or Detailed Design (DD).
5. Jurisdictions may submit as many projects as they desire.
6. \$5,000,000 will be allocated to this solicitation.
7. Each project will be scored and ranked. Based on the ranking, the projects will be selected one per jurisdiction until the \$5,000,000 mark has been reached. If each jurisdiction that has applied has received a project award, then Lake Erie West will go back to the top of the ranking to select the next top projects until the total allocation has reached \$5,000,000.
8. Lake Erie West will set aside Toll Revenue Credits (TRC) to incentivize project programming during the first quarter of a State Fiscal Year (July-September). TRCs will be applied to the federal share, thereby reducing the local match requirement. A total annual cap amount of \$100,000 in TRCs will be allocated for this purpose. Up to five percent (5%) of federal funds – capped at \$30,000 per project – will be applied to eligible projects programmed in Quarter 1. This incentive is limited to small projects and will be distributed on a first-come, first-serve basis until the annual cap is reached.

PROJECT DETAILS REQUEST

Please provide the following information for all projects:

Project Name: East Indiana Avenue Rehabilitation

Project Limits (*include map*): E Indiana Ave from Louisiana Ave (SR 199) to E Boundary St

Project Sponsor and point of contact: City of Perrysburg, Brian Thomas, City Engineer (419) 872-7880
(*with phone number*)

Existing project numbers (*PID, State ID, etc.*):

Has the applicant completed the ODOT LPA Participation Requirements and received ODOT approval to administer Local-let projects within the last four years?:

Yes ☒ No ☐

Are you applying for a Small Project (federal request is less than \$625,000)?

Yes ☒ No ☐

If yes, then do you want to apply for first quarter sale to qualify for the 5% match reduction?

Yes ☒ No ☐

Completely describe the work to be accomplished by this project. Try to describe each feature of the project. Project Description:

Resurfacing of approximately 3,600 feet Indiana Avenue. Project will include milling 1-1/2" of asphalt, base repairs (where required), curb replacement (where required), pedestrian ramp replacement (where required), new pavement and new pavement markings

PROJECT DETAILS REQUEST (continued)

Length of project (miles): 0.68 miles

Current status of the project: pre-design phase

Does the project include any utility work? Yes ☐ No ☒

If yes, please explain:

The most optimistic, REALISTIC schedule for this project. Be sure to include time for outside reviews and permits, not just local design times. Include at least the following dates:

Authorization to Proceed: 1/02/2030

Environmental Clearance complete: 8/02/2030

Stage 1 Review complete: 3/15/2030

Stage 2 Review complete: 6/21/2030

Stage 3 Review complete: 9/27/2030

R/W Plans complete: 12/20/2030

R/W Clear: 2/28/2031

Final Plans to ODOT: 4/10/2031

Anticipated Sale Date: 7/24/2031

All of the formal actions listed above are not required for all projects. Note those items that are not required. The requirement still exists that jurisdictions doing local contracting (LPA) procedures must submit Stage 1, 2, and 3 packages to ODOT and Lake Erie West.

Please provide financial information on the Project Budget Submittal Detail sheet.

PROJECT BUDGET SUBMITTAL DETAIL

Activity	Total Estimate	Requested Lake Erie West Federal		Other Types of Funds (6)					
				A. Local Funds		B.		C.	
		Amount	Year	Amount	Year	Amount	Year	Amount	Year
Preliminary Engineering (1)	\$ 0	\$ 0	0	\$ 0	0				
Right-of-Way (2)	\$ 0	\$ 0	0	\$ 0	0				
Construction Contract (3)	\$ 651,554	\$ 521,243	2032	\$ 130,311	2032				
Construction Engineering (4)	\$ 65,156	\$ 52,124	2032	\$ 13,032	203				
Contingency Change Orders (5)	\$ 65,156	\$ 51,633	2032	\$ 13,523	2032				
FUNDING TOTAL (calculated)	\$ 781,866	\$ 625,000		\$ 156,866		\$ 0		\$ 0	
% Total Project Cost (manual)		80.0%		20.0%		0.0%		0.0%	

Numbered Notes:

- Preliminary Engineering** includes the cost of all activities prior to contract letting except Right-of-Way costs. It is not eligible for Lake Erie West TIP funding.
- Right-of-Way** can only be funded by Lake Erie West TIP federal funding in specific circumstances. See "General and Project Management Policies" in the FY 2026-2029 TMACOG TIP for more information on right-of-way.
- Construction Contract** includes the actual estimated construction contract amount plus any other agreements that are included as part of the construction cost.
- Construction Engineering** includes the costs of construction management, inspection, testing, etc.
- Contingency** should include a reasonable estimate of changes that could be expected after construction begins.
- Other Types of Funds**
 - List each type in a separate column. Add additional sheets if necessary for more fund types involved in the project.
 - If all funds for a project have not yet been identified, mark one of the columns "Shortage" and indicate the amount of additional funds needed for each activity.
 - Please provide additional documentation regarding any limitations for each fund type (such as: year restriction, matching amount, restriction on combining fund types, etc.). Also indicate whether the funds have been confirmed or if only applied for.

LAKE ERIE WEST TIP PROJECT APPLICATION & INSTRUCTIONS

(To be used for projects competing for Lake Erie West funds in the FY 2026-2029 TIP)

NOTE: PLEASE REVIEW APPLICATION INSTRUCTIONS PRIOR TO ANSWERING QUESTIONS

SPONSOR: **City of Perrysburg**

PROJECT NAME: **East Indiana Avenue Rehabilitation**

PID # (existing projects):

<i>Application Question</i>	<i>Application Instructions</i>
1. Does the project align with the Lake Erie West Comprehensive Economic Development Strategy (CEDS)? Yes ☐ No ☒	If yes, a letter of concurrence is required from Lake Erie West.
2. What is the functional classification level that this project is located on? ☐ Principal Arterial (class 3) ☒ Minor Arterial (class 4) ☐ Major Collector (class 5) ☐ Minor Collector (class 6)	Self-explanatory. Only Minor Collectors located within or touching a boundary of an adjusted urbanized area are eligible for federal funding. A reference map is found here: https://arcg.is/TLaf40
3. Does the project provide direct access to a multimodal or intermodal terminal? ☐ Direct access to a multimodal/intermodal terminal ☐ Access to a multimodal/intermodal terminal within 0.5 miles ☒ No access ☐ Connection not on the map, attachment provided	A multimodal/intermodal terminal shall include a facility that contains two or more interactions between transportation modes, including shipments between truck, train, aircraft, and/or maritime freight. A reference map is found here: https://arcg.is/1nG9Xm1 If the terminal is not shown on the map, then please attach a description of the terminal and its function to the jurisdiction and region.

Application Question	Application Instructions																											
4. Does the project sponsor have an official complete streets policy? Yes ☐ No ☒	If yes, please attach relevant ordinance, resolution, or other document.																											
5. Does the project improve air emissions and is it identified on the TMACOG Congestion Management Process (CMP) report? Yes ☐ No ☒	If yes, please explain and provide the reference in the CMP. CMP is found here: https://tinyurl.com/pazp54aw																											
6. Will this project improve water quality through the development of bioswale, rain gardens, or pervious pavement, etc.? Yes ☐ No ☒	If yes, please attach explanation and details.																											
7. Will this project make use of recycled materials to a significant degree? Mill and reuse of asphalt surface materials does not qualify. Yes ☐ No ☒	If yes, please attach explanation and details.																											
8. Does the project include pedestrian improvements (check off all that apply)? <table border="0"> <thead> <tr> <th></th> <th>Major Improvement</th> <th>Minor Improvement</th> </tr> </thead> <tbody> <tr> <td>New sidewalk</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Sidewalk upgrades</td> <td>☐</td> <td>☒</td> </tr> <tr> <td>Sidewalk gaps</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Crossing improvement</td> <td>☐</td> <td>N/A</td> </tr> <tr> <td>Curb extensions</td> <td>☐</td> <td>N/A</td> </tr> <tr> <td>Wayfinding/signage</td> <td>N/A</td> <td>☐</td> </tr> <tr> <td>Pavement markings</td> <td>N/A</td> <td>☒</td> </tr> <tr> <td>Other (provide details)</td> <td>☐</td> <td>☐</td> </tr> </tbody> </table>		Major Improvement	Minor Improvement	New sidewalk	☐	☐	Sidewalk upgrades	☐	☒	Sidewalk gaps	☐	☐	Crossing improvement	☐	N/A	Curb extensions	☐	N/A	Wayfinding/signage	N/A	☐	Pavement markings	N/A	☒	Other (provide details)	☐	☐	If yes, you must attach explanation and details. Pertaining to sidewalks, a project will qualify as a Major Improvement if the new work covers, at a minimum, 50% of the project length for a corridor project or 50% of the intersection quadrants. If it does not meet the minimum criteria, then you should select Minor Improvement.
	Major Improvement	Minor Improvement																										
New sidewalk	☐	☐																										
Sidewalk upgrades	☐	☒																										
Sidewalk gaps	☐	☐																										
Crossing improvement	☐	N/A																										
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Pavement markings	N/A	☒																										
Other (provide details)	☐	☐																										

<i>Application Question</i>	<i>Application Instructions</i>
9. Does the project include any of the following bike improvements (check off all that apply)? ☐ Protected Bike Lanes/Cycle Track ☐ Buffered Bike Lane ☐ Protected Intersections/Bike Boxes ☒ Shared-Lane ☒ Markings/Sharrows ☐ Multi-Use Path/Shared-Use Path ☐ Bicycle Signage (e.g. Bikes May Use Full Lane) ☐ Rails-to-Trail Project ☐ Connection to other bike facility ☐ Secure Bicycle Parking/Bike Racks ☐ Bicycle Detectors/Other bike technologies ☐ Other (Not listed here) And, does the project include improvements related to a bikeway specifically shown on the TMACOG Regional Bicycle Network? Yes ☐ No ☒	If yes, you must attach explanation and details. A map containing regional bicycle facilities is located here: https://arcg.is/1mXDem1 Note: this question has two parts to answer.
10. Does the project carry public transit (fixed route)? Yes ☐ No ☒	A fixed route is a designated service line, or primary route, operated by TARTA or other similar transit carrier. If yes, please attach explanation and details.
11. Is the project located in a community served by public transportation? Yes ☒ No ☐	Self-explanatory.

<i>Application Question</i>	<i>Application Instructions</i>
12. Has the project been programmed by ODOT for construction? Yes ☐ No ☒	If yes, attach the ODOT field notes with a PID.
13. Has right-of-way been cleared, or is it not needed? Yes ☒ No ☐	Self-explanatory
14. Does the project qualify for Categorical Exclusion C1? Yes ☒ No ☐	Self-explanatory
15. What percentage of the total project (including design, right-of-way, and construction) will use TIP federal funds? 80 %	See ADDITIONAL INSTRUCTIONS below this section.
16. Do you have an established method or protocol to regularly evaluate the roadway and pavement maintenance? Yes ☒ No ☐	If yes, please attach explanation and details.
17. If this is a pavement project, what is the existing Pavement Condition Rating (PCR)? PCR score = 64	Self-explanatory. If you feel conditions have worsened since ODOT's last assessment, then please provide both the current score found in TIMS, as well as your reassessed score. Use information provided in the ODOT TIMS site.
18. If this is a bridge project, what is the General Appraisal rating? GA score = N/A	Self-explanatory. Use information provided in the ODOT TIMS site.

Application Question	Application Instruction
19. If this is a bridge or roadway project, which of the following best describes the project? ☐ Resurfacing ☒ Rehabilitation with some base replacement ☐ Reconstruction with full base replacement ☐ Narrow and resurface/rehabilitate/reconstruct ☐ Widen and resurface/rehabilitate/reconstruct ☐ New roadway	Self-explanatory
20. If this is not a bridge or roadway project, which of the following best describes the existing condition? ☐ Past its useful life and substandard ☐ Near the end of its useful life and substandard ☐ Near the end of its useful life ☐ Declining and substandard ☐ Declining ☒ Not applicable	Self-explanatory If this is a new interchange, then that will require an Interchange Justification Study (IJS) or Interchange Modification Study (IMS) be underway in order to be ranked.

Application Question	Application Instructions																					
21. What is the three-year average accident rate per million vehicles? Or, what is the percentage of fatal and injury crashes over the most recent three years of available crash data? <table border="0"> <thead> <tr> <th><u>Crash rate</u></th> <th><u>Fatal/Injury %</u></th> <th></th> </tr> </thead> <tbody> <tr> <td>☐ < 0.99</td> <td>< 30%</td> <td>☒</td> </tr> <tr> <td>☐ 1 to 1.99</td> <td>30-34%</td> <td>☐</td> </tr> <tr> <td>☐ 2 to 2.99</td> <td>35-39%</td> <td>☐</td> </tr> <tr> <td>☐ 3 to 3.99</td> <td>40-44%</td> <td>☐</td> </tr> <tr> <td>☐ 4 to 4.99</td> <td>45-49%</td> <td>☐</td> </tr> <tr> <td>☐ > 5.00</td> <td>> 50%</td> <td>☐</td> </tr> </tbody> </table>	<u>Crash rate</u>	<u>Fatal/Injury %</u>		☐ < 0.99	< 30%	☒	☐ 1 to 1.99	30-34%	☐	☐ 2 to 2.99	35-39%	☐	☐ 3 to 3.99	40-44%	☐	☐ 4 to 4.99	45-49%	☐	☐ > 5.00	> 50%	☐	See ADDITIONAL INSTRUCTIONS below this section. Use the best answer for the greatest number of points.
<u>Crash rate</u>	<u>Fatal/Injury %</u>																					
☐ < 0.99	< 30%	☒																				
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☐ 4 to 4.99	45-49%	☐																				
☐ > 5.00	> 50%	☐																				
22. Is this project location listed in the regional TMACOG Safe Locaton Report? Yes ☐ No ☒	Reference Appendix C in the 2020-2022 TMACOG Safety Location Report: https://tinyurl.com/4mscz6bd																					
23. What is the existing number of Average Daily Traffic (ADT) on the locally maintained road? ☐ < 5,000 ADT ☒ 5,000 to 9,999 ADT ☐ 10,000 to 14,999 ADT ☐ 15,000 to 19,999 ADT ☐ >20,000 ADT	Use traffic count figures for ADT from the TMACOG Traffic Count Database System or adjusted actual counts if the sponsor has obtained them. In the case of the latter, provide a copy of the count report and adjustment calculations. Traffic Count Database System																					

<i>Application Question</i>	<i>Application Instructions</i>
24. What percentage of Average Daily Traffic (ADT) is made up of trucks? ☐ <3% ☒ 3% to 8.99% ☐ 9% to 14.99% ☐ >15%	Use traffic count figures for ADT from the TMACOG Traffic Count Database System or adjusted actual counts if the sponsor has obtained them. In the case of the latter, provide a copy of the count report and adjustment calculations. Traffic Count Database System
25. Is the project listed on a truck impact route (TIR)? If it is not, then does it have a truck ADT greater than 500? ☒ Yes, the project is on a TIR ☐ Not on a TIR, but truck ADT is >500 trucks per day ☐ Not on a truck impact route	A reference map is found here: https://arcg.is/1rXK853 If a route is not shown on the map but has over 500 Truck ADT, then provide the traffic count study showing that information.
26. Is the project listed in the 2055 Regional Transportation Plan? ☐ Committed list (currently programmed) ☐ Plan Priority list (by 2035) ☐ Plan Priority list (2036 or later) Reserve ☐ list ☐ System Preservation list ☒ Not listed	Self-explanatory The 2055 Plan Summary is found here: https://tinyurl.com/3r6a27mf

<i>Application Question</i>	<i>Application Instructions</i>
27. How long ago was the last time the project sponsor received Lake Erie West-managed STBG funding? ☒ < 4 years ago ☐ 4 to 7 years ago ☐ 8 to 9 years ago ☐ 10 or more years ago	Self-explanatory
28. Has one or more Lake Erie West-funded projects slipped a fiscal year or been cancelled since the last STBG solicitation? ☐ One project slipped past the programmed year ☐ Two or more projects slipped past the programmed year ☐ One or more projects have been cancelled <i>Small project applications are exempt from this answer</i>	The project sponsor will be penalized if one or more of their projects have slipped a fiscal year or have been cancelled by the project sponsor since the last STBG solicitation. No penalties will be given if Lake Erie West administratively moves the project. Exceptions may be granted if circumstances are beyond the project sponsor's control.
29. How many bonus points out of 20 will be applied to this project? Bonus points towards this project: 20	Each project applicant is allotted 20 bonus points. If one project application is submitted by a single sponsor, then all 20 bonus points will be applied to that project. If more than one project application is submitted by a single sponsor, then the 20 points may be divided up and applied over the projects as they see fit.

ADDITIONAL INSTRUCTIONS:

Item 15 Project design costs will not be considered for federal funding and all jurisdictions must fund these design costs outside of using TIP federal funds. Right-of-Way (R/W) costs, if significant, may be considered. Project sponsors who are bearing the costs of R/W at 100% local cost will receive consideration for that additional investment. Example: a project has a R/W cost of \$200,000, a design cost of \$100,000, and a construction cost of \$1,000,000. The sponsor pays for all the R/W, design, and the normal 20% match (\$200,000) of the construction. Thus, the sponsor pays \$500,000 (39%) of the total cost and the federal portion pays \$800,000 (61%). The sponsor therefore earns 4 points because the sponsor is only using 61% of TIP federal funds for the project. Also, be sure these costs are the same as shown on the Project Details table. Design includes studies, plans, environmental, and design testing.

Item 21 In 2025, ODOT replaced the GIS Crash Analysis Tool (GCAT) with AASHTOWare Safety. Please request access here:

https://odot.formstack.com/forms/aashtoware_safety_access_request

Note: ODOT does not accept personal email domains, such as Gmail, Yahoo, or AOL, etc.

For the crash rate, use the following calculations:

Intersection Crash Rate:

$$\text{Rate} = \frac{C \times 1,000,000}{V \times 365 \times N}$$

Segment Crash Rate:

$$\text{Rate} = \frac{C \times 1,000,000}{V \times 365 \times N \times L}$$

C = Total number of crashes

V = Entering traffic volume

N = Number of years of data

L = Roadway length (miles)

For the Fatal/Injury percentage, sum the number of crashes involving a fatality, serious injury, minor injury, and possible injury, then divide by the total number of crashes.

PROJECT SCORING CRITERIA FOR TIP ANALYSIS FY 2026-2029 TIP

NOTE: Provided for your information only. Scoring will be completed by the TAC ad hoc scoring and ranking committee.

Project Name:

PID#:

Criteria 1: ECONOMIC DEVELOPMENT (15%) Maximum 15 points		
	Points Available	Score
1. Does the project align with the TMACOG Comprehensive Economic Development Strategy (CEDS)? • Yes = 5 points • No = 0 points	5	0
2. What is the functional classification level that this project is located on? • Principal Arterial (class 3) = 5 points • Minor Arterial (class 4) = 4 points • Major Collector (class 5) = 3 points • Minor Collector (class 6 – urban only) = 2 points	2 to 5	4
3. Does the project provide direct access to a multimodal or intermodal terminal? • Direct access to a MM/IM connection = 6 points • Access to a MM/IM connection within 0.5 miles = 3 points • No access = 0 points	3 or 6	0
	TOTAL	4

Criteria 2: LIVABILITY & INTER-CONNECTIVITY (15%) Maximum 15 points		
	Points Available	Score
4. Does the project sponsor have an official Complete Streets Policy? • Yes = 1 point • No = 0 points	1	0
5. Does this project improve air emissions and is it identified on the TMACOG Congestion Management Process (CMP) report? • Yes = 1 point • No = 0 points	1	0
6. Will this project improve water quality through the development of bioswale, rain gardens, pervious pavement, etc.? • Yes = 1 point • No = 0 points	1	0
7. Will this project make use of recycled materials to a significant degree? • Yes = 1 point • No = 0 points	1	0
8. Does the project include pedestrian improvements? • Major improvement = 5 points • Minor improvement = 2 points • No improvements = 0 points	2 or 5	2
9. Does the project include bike improvements? And, does the project include improvements related to a bikeway specifically shown on the TMACOG Regional Bicycle Network (RBN)? • Bike improvements & on RBN = 5 points • Bike improvements but not on RBN = 2 points • On RBN but no bike improvements = 2 points • Neither = 0 points	2 or 5	2
10. Does the project carry public transit (fixed route)? • Yes = 3 points • No = 0 points	3	0
11. Is the project located in a community served by public transit? • Yes = 1 point • No = 0 points	1	1
	TOTAL	5

Criteria 3: PROJECT READINESS & FUNDING (15%) Maximum 15 points		
	Points Available	Score
12. Has the project been programmed by ODOT? • Yes = 2 points • No = 0 points	2	0
13. Has right-of-way been cleared or not needed? • Yes = 2 points • No = 0 points	2	2
14. Does the project qualify for Categorical Exclusion C1? • Yes = 3 points • No = 0 points	3	3
15. What percentage of the total project (including design, right-of-way, and construction) will use TIP federal funds? • < 64% = 10 points • 65% to 74% = 5 points • 75% to 80% = 0 points	5 or 10	0
16. Do you have an established method or protocol to regularly evaluate the roadway and pavement maintenance? • Yes = 1 point • No = 0 points	1	1
	TOTAL	6

Criteria 4: SYSTEM USE & PERFORMANCE (55%) Maximum 55 points		
	Points Available	Score
17. Pavement Project: What is the existing pavement condition rating (PCR) based on the most recent ODOT scores? • 0 to 64 PCR = 6 points • 65 to 74 PCR = 3 points • 75 to 100 PCR = 0 points	3 or 6	6
18. Bridge Project: What is the general appraisal rating? • 1 to 2 GA = 6 points • 3 to 4 GA = 4 points • 5 to 6 GA = 2 points • 7 to 9 GA = 0 points	2, 4, or 6	0
19. Roadway/bridge project: Which of the following best describes the project? • Resurfacing = 10 points • Rehabilitation with some base replacement = 8 points • Reconstruction with full base replacement = 7 points • Narrow and resurface/rehab/reconstruct = 4 points • Widen and resurface/rehab/reconstruct = 2 points • New roadway = 0 points	2, 4, 7, 8, or 10	8
20. Note: Which of the following best describes the existing condition? • Past its useful life and substandard = 10 points • Near the end of its useful life and substandard = 8 points • Near the end of its useful life = 6 points • Declining and substandard = 4 points • Declining = 2 points • Not applicable = 0 points	2, 4, 6, 8, or 10	8
21. What is the three-year average accident rate per million vehicles? Or, what is the percentage of fatal and injury crashes over the most recent three years of available crash data? Use best answer. • < 0.99 OR < 30% = 0 points • 1 to 1.99 OR 30% to 34% = 2 points • 2 to 2.99 OR 35% to 39% = 4 points • 3 to 3.99 OR 40% to 44% = 6 points • 4 to 4.99 OR 45% to 49% = 8 points • > 5.0 OR > 50% = 10 points	2, 4, 6, 8, or 10	0

Criteria 4: SYSTEM USE & PERFORMANCE (55%) Maximum 55 points		
	Points Available	Score
22. Is this project listed in the regional TMACOG Safety Location Report? • Yes = 5 points • No = 0 points	5	0
23. What is the existing number of Average Daily Traffic (ADT) on the locally maintained road? • < 5,000 ADT = 4 points • 5,000 to 9,999 ADT = 5 points • 10,000 to 14,999 ADT = 6 points • 15,000 to 19,999 ADT = 7 points • > 20,000 ADT = 8 points	4 to 8	5
24. What percentage of the Average Daily Traffic (ADT) is made up of trucks? • < 3% = 0 points • 3% to 8.99% = 1 point • 9% to 14.99% = 3 points • > 15% = 5 points	1, 3, or 5	1
25. Is the project on a truck impact route (TIR)? If it is not, then does it have a truck ADT greater than 500? • Yes, the project is on a TIR = 2 points • Not on a TIR, but > 500 truck ADT = 2 points • No = 0 points	2	2
26. Is the project listed in the 2055 Regional Transportation Plan? • Committed list (currently programmed) = 3 points • Plan Priority list (by 2035) = 3 points • Plan Priority list (2036 or later) = 2 points • Reserve list = 1 point • System Preservation list = 1 point • Not listed = 0 points	1 to 3	0
27. How long ago was the last time the project sponsor received TMACOG-managed STBG funding? • < 4 years ago = 0 points • 4 to 7 years ago = 4 points • 8 to 9 years ago = 6 points • 10 or more years ago = 8 points	4, 6, or 8	0

Criteria 4: SYSTEM USE & PERFORMANCE (55%) Maximum 55 points		
	Points Available	Score
28. Has one or more TMACOG-funded projects slipped past a fiscal year or been cancelled since the last STBG solicitation? (Small projects are exempt from this answer.) • One project slipped past the programmed year = -5 points • Two or more projects have slipped past the programmed year = -10 points • One or more projects have been cancelled = -10 points	-5 or -10	0
MAXIMUM POINTS = 100	TOTAL	30

BONUS POINTS		
	Points Available	Score
How many bonus points will be allotted for this project? • Each sponsor has up to 20 bonus points to apply to a project. • <i>Grand Total can be split over multiple projects, however it cannot exceed 20 points collectively.</i>	1 to 20	20
ADD TO TOTAL ABOVE, MAXIMUM POINTS = 120	GRAND TOTAL	65

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TMACOG COMPLETE STREETS CHECKLIST

This checklist accompanies the TMACOG Complete Streets policy. It is to be completed when applying for Lake Erie West-attributable funding through the Lake Erie West Transportation Improvement Program (TIP).

The purpose of this checklist is to ensure that all users have been considered in a given project. For projects using Lake Erie West-attributable federal funding of the Surface Transportation Block Grant program (STBG), it will be necessary to meet or exceed standards and procedures acceptable to the Ohio DOT and U.S. DOT., such as the Ohio Department of Transportation's Project Development Process and Location & Design Manual. More information on various Complete Streets guidelines and standards can be found in the [ODOT's Manuals and Design Standards](#).

One of the goals of TMACOG's Complete Streets Policy is to provide flexibility for different types of streets, areas, and users. This means that a complete street in a rural area may look very different from a complete street in an urban area.

Existing Conditions

1. Explain how the project area currently accommodates pedestrians (including ADA compliance), bicyclists, and transit users.

The project area has sidewalks located on both sides of the street and the pavement has painted sharrow symbols to remind motorists that bicyclists have the right to be on the pavement also.

2. Explain how the proposed project will accommodate them once completed.

The accommodations will remain unchanged.

3. Please describe the existing character of the project area, including land use, adjacent land use, estimated pedestrian and bicycle traffic, any unofficial walking paths, density of development, street furniture/lighting, landscaping, street trees, perceived safety issues, transit routes and stops.

The street is lined with street trees, land uses are mixed with the property breakdown being 4.9% Institutional Uses, 4.9% Central Business, 3.7% Single Family (9,500 sf) and the remaining 86.5% being Single Family (11,600 sf). Street lights are present at the roadway intersections and the large right-of-way (132 feet) gives the corridor an open feeling.

Safety

1. Briefly explain how the project will improve safety. Lake Erie West strongly encourages sponsors of intersection safety projects to conduct a crash study and provide results. Your crash information also needs to include the number of pedestrian and bicycle crashes by severity, as well as if the project area includes any locations (corridors or intersections) that are on Lake Erie West's or ODOT's high-crash lists.

This corridor does not have a high crash rate but the project will provide new pavement markings that will be more visible against the darker background of the new asphalt pavement.

Connectivity

1. Project limits should be selected so that they can accommodate existing and future connections. In this regard, were logical termini chosen to include connections through "pinch points", such as overpasses, railroad crossings, and bridges? If the project touches another jurisdiction, was a systems approach taken? Were cross-jurisdictional connections considered? Please explain.

The project limits were chosen because this section of Indiana Avenue has the greatest amount of time since it was last repaved. There are no "pinch points" and there are no other jurisdictions to consider.

2. Does the project area include recommendations that are contained in any of the following plans or policies? Please check off all that apply.
 - ☐ TMACOG Long Range Transportation Plan
 - ☐ Safe Routes to School travel plans
 - ☐ TMACOG Sidewalk Policy
 - ☐ ADA Transition Plans
 - ☐ Bikeway plans
 - ☐ Freight plans
 - ☐ Short-range and/or long-range transit plans
 - ☐ ODOT plans
 - ☐ Any neighborhood or mobility plans
 - ☐ Any other plans, e.g. comprehensive plans. If yes, how does your project fulfill any of these plans? Please specify the plan name(s).

N / A

Complete Streets Attributes

1. Please cite the specific design guidance or resources which relate to Complete Streets used in developing the scope of the project. Examples may include appropriate sections of the *American Association of State Highway and Transportation Officials (AASHTO) Green Book*, the *Manual of Uniform Traffic Control Devices (MUTCD)*, etc.

N / A

2. Transit accommodation to the extent needed should be handled in consultation with the local transit authority. Have you consulted your local transit agency to ensure that transit vehicles will be accommodated and access to transit facilities provided? Please explain:

N / A

3. Has a speed study been conducted for the street/corridor? Please consider project conditions and context to determine if a speed study is necessary.

☐ Yes
☒ No

4. Has a parking study been conducted for both on-street and off-street parking? Please consider project conditions and context to determine if a parking study is necessary.

☐ Yes
☒ No

5. How will the project consider future utility/telecommunications needs?

It won't but the existing right-of-way is 132 feet wide so there is adequate open space for any future utility/telecommunication needs.

6. Which, if any, of the following items will be incorporated into the project? Please check off all that will apply.

Pedestrian

- ☐ Pedestrian facilities – both sides of the street
- ☐ Pedestrian facilities – one side of the street
- ☒ Sidewalk with ADA-compliant curb ramps
- ☐ Signalized crosswalk
- ☐ Marked crosswalk with signage, including mid-block crossing
- ☐ Pedestrian detectors
- ☐ Audible signals
- ☐ Shoulder (in rural areas)

Bicycle

- ☐ Bicycle facilities
- ☐ Bike lanes
- ☒ Shared-lane markings/Sharrows
- ☐ Shared bike-bus lanes
- ☐ Bicycle signage (e.g., Bikes May Use Full Lane)
- ☐ Secure bicycle parking
- ☐ Bicycle detectors
- ☐ Multiuse path

Stormwater Management

- ☐ Bioswales
- ☐ Stormwater planters
- ☐ Pervious/permeable pavement options

Transit

- ☐ Transit facilities
- ☐ Priority bus lane
- ☐ Bus stop, including paved passenger waiting area
- ☐ Bus passenger shelter
- ☐ Bus pads
- ☐ Light rail or street car

Traffic Calming

- ☐ Traffic calming elements
- ☐ Landscaping, including street trees
- ☐ Narrower traffic lanes
- ☒ On-street car parking
- ☐ Other physical changes (e.g., chicanes, curb extensions, medians, islands)

Other

- ☐ Lighting
- ☐ 911 call boxes
- ☐ Freight accommodations
- ☐ Emergency vehicle accommodations
- ☐ Other(s) (please explain)

Exceptions

7. If no pedestrian, bicycle, or transit facilities are being provided, please explain why (see **Exceptions** below). Include a statement as to how the needs of all users are being addressed within the same corridor as the project.

Pedestrian facilities are already present. The project is a resurfacing project of an existing cross section with the replacement of existing curb ramps that are not compliant with current standards.

Other

8. Is there additional information to provide about the project that is unique or wasn't captured previously with regard to the Complete Streets Policy?

No

See Lake Erie West website for resources and policy guidance regarding complete streets. Attach additional sheets as necessary.

TMACOG COMPLETE STREETS CHECKLIST

Exceptions:

If the project sponsor determines that additional complete street treatments are not warranted, they may request an exception for one or more of the following reasons:

- A. Where bicyclists and pedestrians are prohibited by law from using the roadway. Bicycles and pedestrians are legally permitted to travel on or along all streets and roads in Ohio with the exception of limited access freeways and highways.
- B. Where the street or road is already adequately designed to accommodate all users, and thus is complete without further enhancements. To qualify for this exception, the project sponsor must document how this street or road currently addresses the needs of all users.
- C. Where the cost of establishing bikeways or walkways would be excessively disproportionate to the need or probable use. In accordance with federal guidelines, excessively disproportionate is defined as exceeding 20 percent of the cost of the total transportation project (including right-of-way acquisition costs). This exception must consider probable use through the life of the project – usually a minimum of 20 years for roadways and 50 or more years for bridges.
- D. Where the project consists of maintenance, repair, or resurfacing of an existing cross-section only. However, resurfacing projects often offer a low-cost opportunity to adjust lane width or add a bike lane simply by changing the pavement markings on a road, and therefore resurfacing projects should, at the discretion of the project sponsor, be considered an opportunity to make a street or road more complete. Projects that include adding lanes, shoulders, or involve replacement of the full pavement structure are not considered maintenance or repair and do not qualify for this exception.
- E. Where the project consists primarily of the installation of traffic control or safety devices and little or no additional right-of-way is to be acquired. However, whenever new traffic control detection devices are installed, they must be capable of detecting bicycles. All new pedestrian crossing devices must also meet the most current accessibility standards for controls, signals, and placement.
- F. Where the Average Daily Traffic count (ADT) is projected to be less than 1,000 vehicles per day over the life of the project and legal speeds are 25 mph or less. Where traffic is light but speeds are higher, motorists must have adequate sight distance and the opportunity to change lanes to pass a bicycle or pedestrian for a road to be complete without additional design elements.
- G. Where scarcity of population or other factors indicate an absence of need for current and future conditions. This exception must take the long view and consider probable use through the life of the project – usually a minimum of 20 years for roadways and 50 or more years for bridges.

- H. Where roadway standards or bicycle and pedestrian standards cannot be met. There are times bicycle and pedestrian facility standards cannot be met due to roadway topographic constraints or if a project sponsor can demonstrate that it is impractical to make the street safe for shared use. For example, roads with a combination of extremely high traffic volumes (18,000+ vehicles per day), constrained and fixed right-of-way, and posted speeds of 45 mph or more may need special consideration.

East Indiana Avenue Rehabilitation
Preliminary Engineer's Estimate
June 18, 2026

ITEM NO.	DESCRIPTION	UNIT	UNIT COST	Quantity	Estimated Cost
253	Full-Depth Pavement Repair- 4 inch	SY	\$30.00	3,653.33	\$109,600.00
254	Pavement Planing - 1.5"	SY	\$2.50	18,266.67	\$45,666.67
407	Tack Coat	GA	\$2.75	100.47	\$276.28
441	Asphalt Concrete Surface Course, Type 1, 449 (1.5")	CY	\$210.00	761.11	\$159,833.33
608	4" Sidewalk & Curb Ramps	SF	\$15.00	2,240.00	\$33,600.00
608	Detectable Warning	EA	\$500.00	16.00	\$8,000.00
609	Curb and Gutter Remove and Replace	LF	\$60.00	1,440.00	\$86,400.00
614	Maintenance of Traffic	LS	\$20,000.00	1.00	\$20,000.00
624	Mobilization	LS	\$20,000.00	1.00	\$20,000.00
642	Arrow on Pavement	EA	\$100.00	18.00	\$1,800.00
642	Parking Spot Line	LF	\$1.50	658.00	\$987.00
642	Stop Bar	LF	\$5.00	170.00	\$850.00
642	Crosswalk	LF	\$5.00	482.00	\$2,410.00
642	Channelization Line	LF	\$1.50	725.00	\$1,087.50
642	Transverse Line	LF	\$3.00	102.00	\$306.00
642	Yellow Centerline	Mi	\$1,000.00	0.71	\$707.01
642	Dashed White Lane Line	Mi	\$500.00	0.02	\$10.00
642	Bicycle Symbol	EA	\$2,550.00	6.00	\$15,300.00
659	Topsoil, Seed & Mulch	SY	\$9.00	480.00	\$4,320.00
832	Temporary Sediment and Erosion	LS	\$15,000.00	1.00	\$15,000.00
SPEC	Manhole Adjust to Grade	EA	\$2,000.00	16.00	\$32,000.00
SPEC	Replace Catch Basin Casting	EA	\$2,000.00	30.00	\$60,000.00
SPEC	Monument Box Adjust to Grade	EA	\$1,000.00	6.00	\$6,000.00
SPEC	Reclamite Asphalt Surface Preservation	SY	\$1.50	18,266.67	\$27,400.00

Subtotal = \$651,553.79
10% Contingency = \$65,155.38
Inflation (10%) = \$65,155.38
Engineer's Estimate = \$781,864.55



ps_resurfacing

Properties

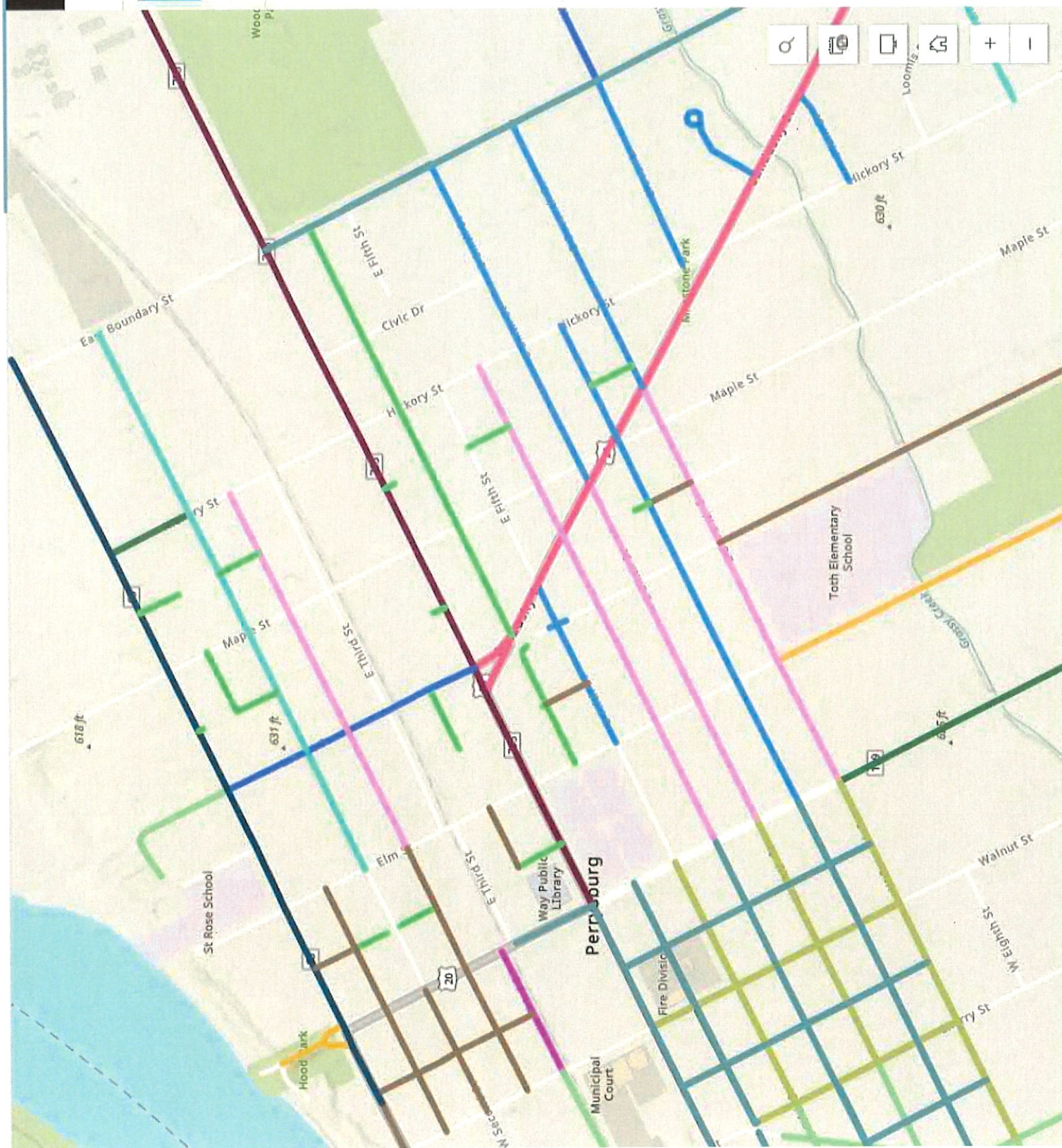
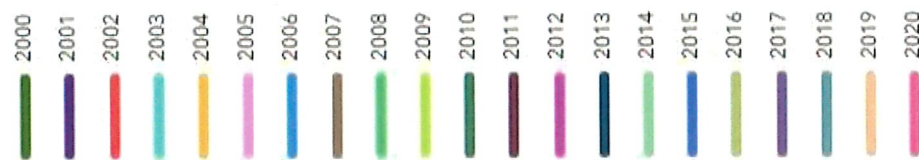
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Information

Symbology

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All Years



East Indiana Avenue Rehabilitation
PCR Scores (From City Scoring)
June 12, 2026

PCR Scores	Length of Roadway	% of Total Length	Weighted PCR
71	335.03	0.093083987	6.61
71	327.28	0.090930193	6.46
65	320.30	0.088989756	5.78
78	176.76	0.049109625	3.83
79	142.37	0.039554579	3.12
68	329.78	0.091623601	6.23
61	322.29	0.089545217	5.46
54	324.48	0.090153099	4.87
51	323.49	0.089878127	4.58
54	388.94	0.108062594	5.84
64	608.52	0.169069223	10.82

Sum = 3,599.24 **63.61** **Weighted PCR Score**

TO: Mayor Weber
President Rettig
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Resolution 66-2026

DATE: August 4, 2026



Subject Matter/Background

The City of Perrysburg applied for grant funds through the ODOT FHWA's Federal funding program to fund the construction of Shared Use Paths and pedestrian crossings on W Indiana Ave (SR 65), Ft Meigs Rd, and Hull Prairie Rd.

The total cost for the Project is estimated to be Seven Hundred Ninety-Four Dollars Four Hundred Twenty Dollars and Zero Cents (\$794,420.00).

The City has been awarded the grant funds, which will cover eighty percent (80%) of the eligible costs of the Project utilizing Carbon Reduction Program Funds, up to a maximum of Two Hundred Twenty-Nine Thousand Five Hundred Fifty-Nine Dollars and Zero Cents (\$229,559.00).

The City also has been awarded the grant funds, which will cover ninety percent (90%) of the eligible costs of the Project utilizing Highway Safety Improvement Program Funds, up to a maximum of Four Hundred Sixty-Two Thousand Two hundred Dollars and Zero Cents (\$462,200.00).

This Resolution authorizes the Mayor and Director of Finance to take all actions necessary to accept the grant funds, including but not limited to entering into an agreement(s) on behalf of the City

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

If City Council is in agreement, a motion to suspend the three readings rule and pass this Resolution as an emergency measure would be appropriate in order to ensure timely acceptance of the grant.

RESOLUTION 66-2026

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF AN OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FEDERAL HIGHWAY ADMINISTRATION (FHWA) GRANT TO CONSTRUCT SECTIONS OF SHARED USE PATHS AND PEDESTRIAN CROSSINGS ON W INDIANA AVE (SR 65), FT MEIGS RD, AND HULL PRAIRIE RD; AND DECLARING AN EMERGENCY

WHEREAS, the National Transportation Act has made available certain FHWA funding for use by local public agencies; and,

WHEREAS, the FHWA designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs; and,

WHEREAS, Section 5501.03 (D) of the Ohio Revised Code (ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT; and,

WHEREAS, the construction of Shared Use Paths and pedestrian crossings on W Indiana Ave (SR 65), Ft Meigs Rd, and Hull Prairie Rd is a transportation activity eligible to receive FHWA funding; and

WHEREAS, the City applied for and has been approved funding for said Project; and,

WHEREAS, the total cost for the Project is estimated to be Seven Hundred Ninety-Four Dollars Four Hundred Twenty Dollars and Zero Cents (\$794,420.00); and,

WHEREAS, the City has been awarded a grant providing up to eighty percent (80%) of the eligible costs, utilizing Spending Authority Code (SAC) 4CD7 CARBON REDUCTION MPO - F (Assistance Listing Number: 20.265 Carbon Reduction Program) up to a maximum of Two Hundred Twenty-Nine Thousand Five Hundred Fifty-Nine Dollars and Zero Cents (\$229,559.00) in Federal funds in the Construction Contract/Construction Inspection phase(s)/subphase(s); and,

WHEREAS, the City has also been awarded a grant providing up to ninety percent (90%) of the eligible costs, utilizing Spending Authority Code (SAC) 4HJ7 SAFETY HSIP (Assistance Listing Number: 20.272 Highway Safety Improvement Program) up to a maximum of Four Hundred Sixty-Two Thousand Two hundred

Dollars and Zero Cents (\$462,200.00) in Federal funds in the Construction Contract/Construction Inspection phase(s)/subphase(s); and,

WHEREAS, in coordination with the Ohio Department of Transportation, the City of Perrysburg will serve as the Local Public Agency for Project; and,

WHEREAS, the Ohio Department of Transportation requires the execution of a Local Public Agency Agreement with the City of Perrysburg prior to proceeding with the project; and,

WHEREAS, the Service Committee of City Council considered this legislation at their meeting of July 13, 2026 and unanimously recommended the legislation be forwarded to City Council as an emergency measure.

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

SECTION 1. That Council hereby authorizes the Mayor and Director of Finance to take all actions necessary to accept grant funds from the State of Ohio, through ODOT, in an amount up to up to eighty percent (80%) of the eligible costs, up to a maximum of Two Hundred Twenty-Nine Thousand Five Hundred Fifty-Nine Dollars and Zero Cents (\$229,559.00), and Council further authorizes the Mayor and Director of Finance to take all necessary to accept grant funds from the State of Ohio, through ODOT, in an amount up to ninety percent (90%) of the eligible costs, up to a maximum of Four Hundred Sixty-Two Thousand Two hundred Dollars and Zero Cents (\$462,200.00), including but not limited to entering into the LPA Agreement, attached hereto as Exhibit A.

SECTION 2. The total cost of the project is estimated to be Seven Hundred Ninety-Four Dollars Four Hundred Twenty Dollars and Zero Cents (\$794,420.00) with FHWA funding Six Hundred Ninety-One Thousand Seven Hundred Fifty-Nine Dollars and Zero Cents (\$691,759.00) of the cost. The City commits to pay the local portion of the actual cost, estimated to be One Hundred Two Thousand Six Hundred Sixty-one Dollars and Zero Cents (\$102,661.00). The City further agrees that, to the extent it wants anything outside the scope of work involved in the Project, it will be required to fund the full amount of any such additional work, and it agrees to pay One Hundred Percent (100%) for all such non-participating costs associated to project development and construction activities.

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 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 acceptance of the grant, 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

Agreement Number: 44297

PID Number: 124170

County-Route-Section: WOO VAR Perrysburg SUP FY27

SAM Unique Entity ID: GVSWA2FTRLX1

LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, (ODOT), 1980 West Broad Street, Columbus, Ohio 43223 and **the City of Perrysburg, 201 West Indiana Avenue, Perrysburg, Ohio 43551** (LPA).

1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the **Ohio Revised Code** (ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The **project in City of Perrysburg (Wood County) to construct sections of Shared Use Paths and pedestrian crossings on W Indiana Ave (SR 65), Ft Meigs Rd, and Hull Prairie Rd** (PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

2. LEGAL REFERENCES AND COMPLIANCE

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:

A. FEDERAL

- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 23 CFR 1.33 – Conflicts of Interest
- 23 CFR Part 172 – Procurement, Management and "Administration of Engineering and Design Related Service"
- 23 CFR 630.106 – Authorization to Proceed
- 23 CFR 636.116 – What Organizational Conflict of Interest Requirements Apply to Design-Build Projects?
- 23 CFR Part 645 –Utilities
- 48 CFR Part 31 – Contract Cost Principles and Procedures

- 49 CFR Part 26 –Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs
- 23 USC § 112 – Letting of Contracts
- 40 USC §§ 1101-1104 – “Selection of Architects and Engineers”
- Federal Funding Accountability and Transparency Act (FFATA)

B. STATE

- ORC 102.03
- ORC 153.65 -153.71
- ORC 5501.03(D)
- ORC 2921.42 and 2921.43
- Ohio Administrative Code 4733-35-05

C. ODOT

- ODOT's Manual for Administration of Contracts for Professional Services
- ODOT's Specifications for Consulting Services – 2016 Edition
- ODOT's Consultant Prequalification Requirements and Procedures
- ODOT's Construction and Material Specifications Manual
- ODOT's Construction Administration Manual of Procedures
- ODOT's Local-let Manual of Procedures

2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

2.3 The LPA shall have on file a completed and approved Local-let Participation Requirement Review Form (FORM) before the first required submission of the Project's Stage Plan Set. Failure to comply will result in the delay of the Federal Authorization for Construction, until the FORM has been completed and approved. Failure to submit a completed FORM will result in the PROJECT reverting to ODOT-let and the LPA will be prohibited from participating in the Local-let Program until the Form is completed and approved by ODOT.

3. FUNDING

3.1 The total cost for the PROJECT associated with Federal funds is estimated to be \$794,420.

ODOT shall provide to the LPA 80 percent of the eligible costs, utilizing Spending Authority Code (SAC) 4CD7 CARBON REDUCTION MPO - F (Assistance Listing Number: 20.265 Carbon Reduction Program,) up to a maximum of \$229,559 in Federal funds in the Construction Contract/Construction Inspection phase(s)/subphase(s). The funding does not include Toll Revenue Credit. This maximum amount reflects the funding limit for the PROJECT set by the applicable SAC Program Manager.

ODOT shall provide to the LPA 90 percent of the eligible costs, utilizing Spending Authority Code (SAC) 4HJ7 SAFETY HSIP (Assistance Listing Number: 20.272 Highway Safety Improvement Program,) up to a maximum of \$462,200 in Federal funds in the Construction Contract/Construction Inspection phase(s)/subphase(s). The funding does not include Toll Revenue Credit. This maximum amount reflects the funding limit for the PROJECT set by the applicable SAC Program Manager.

3.2 If after execution of this Agreement, FHWA notifies ODOT that the ALN for the PROJECT is different than the ALN listed in 3.1 above, ODOT shall change the ALN to comply with the

requirements of 2 CFR 200.332 and provide notice in writing or by email of the new ALN pursuant to 14.1 of this Agreement.

- 3.3 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100% Locally funded work, and all cost overruns and contractor claims in excess of the maximum(s) indicated in 3.1 above.
- 3.4 The LPA is administering the Federally funded Construction Contract/Construction Inspection phase(s)/subphase(s) of the PROJECT and is therefore considered a subrecipient of Federal funds and is responsible for reporting the applicable Federal expenditures (including any Toll Revenue Credit or Credit Bridge) on their Schedule of Expenditures of Federal Award.

4. PROJECT DEVELOPMENT AND DESIGN

- 4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.
- 4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.
- 4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The recognized set of written design standards may be either the LPA's formally written local design standards that have been **reviewed and accepted** by ODOT or ODOT's Design Manuals and the appropriate AASHTO publication. Notwithstanding the foregoing, for projects that contain a high crash rate or areas of crash concentrations, ODOT may require the LPA to use a design based on ODOT's L&D Manual. The LPA shall be responsible for ensuring that any standards used for the PROJECT are current and/or updated. The LPA shall be responsible for informing the District LPA Manager of any changes.
- 4.4 The LPA shall designate a Project Design Engineer, who is a registered professional engineer to serve as the LPA's principal representative for attending to project responsibilities. If the Project Design Engineer is not an employee of the LPA, the LPA must engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT .
- 4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

5. ENVIRONMENTAL RESPONSIBILITIES

- 5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act (NEPA) and related regulations, including but not limited to the requirements of the National Historic Preservation Act, and for securing all necessary permits.

- 5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-Qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at [ODOT's Office of Contracts](#). If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 5.3 ODOT shall be responsible for the review of all environmental documents and reports and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the PROJECT.
- 5.5 The LPA shall require its consultant(s), selected to prepare a final environmental document pursuant to the requirements of NEPA, to execute a copy of a disclosure statement specifying that the consultant(s) has no financial or other interest in the outcome of the PROJECT.
- 5.6 The LPA shall submit a Notice of Intent to the Ohio EPA to obtain coverage under the National Pollution Discharge Elimination System (NPDES) Construction General Permit for all projects where the combined Contractor and Project Earth Disturbing Activity (EDA) are one (1) acre or more. If the LPA chooses not to use ODOT's L&D Vol. 2 on Local-let LPA projects, they may use an alternative post-construction Best Management Practice (BMP) criterion with Ohio EPA approval.
6. RIGHT-OF-WAY(R/W)/ UTILITIES/ RAILROAD COORDINATION
- 6.1 All R/W Acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (Uniform Act), any related Federal regulations issued by the FHWA, and any rules, policies, and procedures issued by ODOT.
- 6.2 If existing and newly acquired R/W is required for this PROJECT, the LPA shall certify that all R/W has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be qualified to perform the work. If the LPA does not have the qualified staff to perform any or all of the respective R/W functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and procedures.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and any rules, policies, and procedures issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions, nor shall the LPA hire a sub-consultant for Relocation and another sub-consultant for Relocation Review. Relocation Review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.

- 6.5 The LPA shall provide the ODOT District Office with its LPA Certification of Right of Way Control Letter, certifying that all R/W property rights necessary for the PROJECT are under the LPA's control, that all R/W has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with project construction activities. ODOT shall make use of the LPA's Certification of Right of Way Control Letter, as well as evaluate the LPA's and/or consultant's performance of the project real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.
- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a Utility Relocation Agreement with each utility prior to the letting of construction.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval. Consistent with Sections 6.1 and 6.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 6.1 and 6.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.
- 6.8 Unless by prior written agreement, the LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.
- 6.9 No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.
7. ADVERTISING, SALE, AND AWARD
- 7.1 The LPA **shall not** advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Manager as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.
- 7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The period between the first legal advertising date and the bid opening date shall be a minimum of 21 calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials. ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and letting the contracts.

- 7.4 The LPA must incorporate ODOT's LPA Bid Template in its entirety in project bid documents. The template includes Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts as well as appropriate subcontracts and purchase orders.
- 7.5 The LPA shall require the contractor to be enrolled in, and maintain good standing in, the Ohio Bureau of Workers' Compensation Drug-Free Safety Program (DFSP), or a similar program approved by the Bureau of Workers' Compensation, and the LPA must require the same of any of its subcontractors.
- 7.6 Only ODOT pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in effect/current **at the time of award**. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement, unless otherwise directed by the LPA in the bidding documents. In accordance with FHWA Form 1273, Section VII and 23 CFR 635.116, the prime contractor must perform no less than 30% of the total original contract price. The 30%-prime contractor requirement does not apply to design-build contracts.
- 7.7 In accordance with ORC 153.54, et. seq., the LPA shall require that the selected contractor provide a performance and payment bond in an amount equal to at least 100% of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond. If the LPA has 100% locally funded work product within this Agreement, the LPA must allocate the correct percent of the performance and payment bond cost to the 100% locally funded work product.
- 7.8 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is not subject to a finding for recovery under ORC 9.24, that the contractor has taken the appropriate remedial steps required under ORC 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at <https://ohioauditor.gov/findings.html>. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.
- 7.9 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is an active registrant on the Federal System for Award Management (SAM). Pursuant to 48 CFR 9.404, contractors that have an active exclusion on SAM are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.
- 7.10 Per ORC 9.75(B), the LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.
- 7.11 After analyzing all bids for completeness, accuracy, and responsiveness, per ORC 153.12, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA within 60 days after bid opening. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information, if applicable.
8. CONSTRUCTION CONTRACT ADMINISTRATION
- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall

bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections, and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC 153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this Agreement.

- 8.2 The LPA must maintain a project daily diary that is up-to-date and contains the following information: all work performed, list of equipment utilized, project personnel and hours worked, pay quantities, daily weather conditions, special notes and instructions to the contractor, and any unusual events occurring on or adjacent to the PROJECT. Additionally, the LPA is responsible for documenting measurements, calculations, material quality, quantity, and basis for payment; change orders, claims, testing and results, traffic, inspections, plan changes, prevailing wage, EEO and Disadvantaged Business Enterprise (DBE)/Small Business Enterprise (SBE), if applicable. The LPA is responsible for ensuring all materials incorporated into the PROJECT comply with ODOT's Construction and Material Specifications and meet the requirements of the LPA Materials Management Process in the Local-let Manual.
- 8.3 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.4 The Federal-aid Highway Program operates on a reimbursement basis, which requires that costs actually be incurred and paid before a request is made for reimbursement. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. If the LPA is requesting reimbursement, it must provide documentation of payment for the project costs requested. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed daily as the items of work are completed and accepted.
- 8.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, the Direct Payment to Contractor form shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio (STATE). ODOT shall pay the Contractor or reimburse the LPA within 30 days of receipt of the approved Contractor's invoice from the LPA.
- 8.6 The LPA shall not withhold retainage on projects with **federal** funding received as a subrecipient through ODOT. However, a prime contractor will still be permitted to hold retainage on sub-contractors who do not provide a performance bond. Should a prime contractor exercise its option to retain funds, it must be done in strict accordance with sections 153.12 and 153.14 of the Ohio Revised Code, and pursuant to 49 CFR 26.29(b)(3), and LPAs shall monitor the prompt release in accordance with these ORC and CFR requirements. Additionally, no subcontract provision shall permit the contractor to delay subcontractor's retainage payments until the project's final payment.
- 8.7 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of the mechanic's lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of ORC Chapter 1311 may

result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the mechanic's lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the mechanic's lien is resolved.

- 8.8 Payment or reimbursement to the LPA shall be submitted to:

Brian Thomas, P.E., City Engineer
City of Perrysburg
201 West Indiana Avenue
Perrysburg, Ohio 43551

- 8.9 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all Federal funding commitments.
- 8.10 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and, if necessary, unilaterally modify any other term of this Agreement in order to preserve its Federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.
- 8.11 Any LPA right, claim, interest, and/or right of action, whether contingent or vested, arising out of, or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the Claim(s)), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in/to the Claim(s) and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim(s). The LPA further authorizes ODOT to sue, compromise, or settle any such Claim(s). It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim(s) including requests for information and/or documents and/or to testify.
- 8.12 After completion of the PROJECT, and in accordance with 23 USC 116 and applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies, and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any federally funded programs.
- 8.13 The LPA must provide the final invoices, and final report (Appendix P located in the Construction Chapter of the LPA Manual) along with all necessary closeout documentation within six (6) months of the physical completion date of the PROJECT. All costs must be submitted within six (6) months of the established completion date. Failure to submit final invoices along with the necessary closeout documentation within the six (6)-month period may result in closeout of the PROJECT and loss of eligibility of any remaining Federal and or State funds.
- 8.14 The LPA shall be responsible for verifying that a C92 GoFormz has been completed by the prime contractor for each subcontractor and material supplier working on the PROJECT, prior to starting

work. This requirement will be routinely monitored by the District Construction Monitor to ensure compliance.

- 8.15 The LPA shall be responsible for monitoring all DBE/SBE Subcontractors on the project to ensure they are performing a Commercially Useful Function (CUF) as directed in the Local-let Manual.
- 8.16 The LPA shall be responsible for monitoring payments made by prime contractors and Subcontractors to ensure compliance with the Prompt Payment requirements outlined in Construction and Materials Specifications (C&MS) 107.21.

9. CERTIFICATION AND RECAPTURE OF FUNDS

- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the STATE for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.

10. NONDISCRIMINATION

- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.
- 10.3 The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement and in the fulfillment of DBE-related requirements set forth by ODOT. The LPA shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of contracts and subcontracts financed in whole or in part with

Federal funds provided in conjunction with this Agreement. ODOT's DBE Program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation ("U.S. DOT"), is incorporated by reference in this agreement. The fulfillment of DBE-related requirements by the LPA is a legal obligation and failure to do so shall be treated as a violation of this Agreement.

10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest agrees as follows:

- (a) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally assisted programs of the U.S. DOT, 49 CFR Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

- (b) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.

- (c) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency.

- (d) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

- (e) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- (1) withholding of payments to the LPA under the contract until the LPA complies, and/or
- (2) cancellation, termination, or suspension of the contract, in whole or in part.

- (f) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs 10.4 (a) through (e) above in every contract or subcontract, including procurements of materials

and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

- 11.1 The LPA shall ensure that any designs, specifications, processes, devices, or other intellectual properties specifically devised for the PROJECT by its consultant(s) and/or contractor(s) performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultant(s) and/or contractor(s) shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices, or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.
- 11.2 The LPA shall not allow its consultant(s) and/or contractor(s) to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant(s) and/or contractor(s) has provided for such use by suitable legal agreement with the owner of such copyright, patent, or similar protection. Consultant(s) and/or contractor(s) making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.
- 11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such neglect or failure are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or STATE or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with 30 days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.
- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred and ODOT determines that the default can be remedied, the LPA shall have 30 days from the date of such notification to remedy the default or, if the remedy will take in excess of 30 days to complete, the LPA shall have 30 days from the date of notification to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the 30 days and failure by the LPA to remedy, or to satisfactorily

commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.

- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.
- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
- 12.5 This Agreement and the obligation of the parties herein may be terminated by either party with 30 days written notice to the other party. Upon receipt of any notice of termination, the LPA shall immediately cease all work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.
- 12.6 In the event of termination by either party for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

- 13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in ORC 126.30.
- 13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE

- 14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

If to ODOT:

Brian Thomas, P.E., City Engineer	Matt Sommerfeld, P.E., LPA Manager
City of Perrysburg	ODOT District 2
201 West Indiana Avenue	317 East Poe Road
Perrysburg, Ohio 43551	Bowling Green, Ohio 43402
bthomas@perrysburgoh.gov	Matthew.Sommerfeld@dot.ohio.gov

15. GENERAL PROVISIONS

15.1 *Recovery of LPA's allocable project Direct Labor, Fringe Benefits, and/or Indirect Costs:*

To be eligible to recover any costs associated with the LPA's internal labor forces allocable to this PROJECT, the LPA shall make an appropriate selection below: *[LPA official must initial the option selected.]*

☐

1. No cost recovery of LPA's project direct labor, fringe benefits, or overhead costs.

- (A) The LPA **does not** currently maintain an ODOT approved Federally compliant time-tracking system¹, **and**
- (B) The LPA **does not** intend to have a Federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this PROJECT, **and/or**
- (C) The LPA **does not** intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this PROJECT Agreement.

☐

2. Direct labor plus indirect costs calculated using the Federal 15% De Minimis Indirect Cost Rate.²

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved Federally compliant time-tracking system, **and**
- (B) The LPA **does not** currently have, and **does not** intend to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

¹ A "federally compliant time-tracking system" is supported by a system of internal controls and record-keeping that accurately reflects the work performed; which provides reasonable assurance that the time being charged is accurate, allowable, and properly allocated; is incorporated in official records such as payroll records; reasonably reflects the employee's total activity; provides a time or percentage breakdown on all activities, both Federally funded and non-Federally funded for the employee and complies with the LPA's pre-established accounting practices and procedures.

² [Also be sure to read footnote # 1] The De Minimis Indirect Cost Rate is 15 %of modified total direct costs (MTDC) per 2 CFR 200.414. The definition of MTDC is provided in the regulation at 2 CFR 200.68. Regardless of whether the LPA subrecipient negotiates overhead rates with ODOT or uses the 15% de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs, and then potentially associated fringe/indirect costs, only if the labor costs are accumulated, tracked, and allocated in accordance with compliant systems. Before an LPA is eligible to invoice ODOT for and recover the 15% de minimis indirect cost rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of Local Programs . A non-Federal entity that elects to charge the de minimis rate must meet the requirements in 2 CFR 200 Appendix VII Section D, Part 1, paragraph b.



3. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the Federal 15% De Minimis Indirect Cost Rate.³

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved Federally compliant time-tracking system, **and**
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.



4. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the LPA's ODOT approved Indirect Cost Rate.⁴

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved Federally compliant time-tracking system, **and**
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT, **and**
- (C) Instead of using the Federal 15% De Minimis Indirect Cost Rate, the LPA currently has, or intends to negotiate, an ODOT approved indirect cost rate prior to the period of performance of this PROJECT.

For any allocable project labor costs to be eligible for reimbursement with Federal and/or State funds, the LPA must maintain compliance with all timekeeping requirements specified in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe and/or indirect costs, the LPA shall maintain compliance with Appendix VII of 2 CFR Part 200 and the Local-let Manual.

- 15.2 If the LPA decides to change its indirect cost recovery option, the change shall not become effective until this Agreement is amended pursuant to section 15.12 below to reflect the indirect cost recovery option utilized by the LPA on the PROJECT.
- 15.3 **Financial Reporting and Audit Requirements:** One or more phases of this Agreement include a sub award of Federal funds to the LPA. Accordingly, the LPA must comply with the financial reporting and audit requirements of 2 CFR Part 200.

All non-Federal entities, including ODOT's LPA sub-recipients, that have aggregate Federal awards expenditures from all sources of \$1,000,000 or more in the non-Federal entity's fiscal year must have a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

³ [Also be sure to read footnotes # 1 and 2] The fringe benefits rate billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the ODOT Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rate for that fiscal year to determine which rate is applicable. Accordingly, the fringe benefits rate applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rate.

⁴ [Also be sure to read footnote # 1] The fringe benefits and indirect cost rates billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rates for that fiscal year to determine which rates are applicable. Accordingly, the rates applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rates.

Federal and State funds expended to or on behalf of a subrecipient must be recorded in the accounting records of the LPA subrecipient. The LPA is responsible for tracking all project payments throughout the life of the PROJECT in order to ensure an accurate Schedule of Expenditures of Federal Awards (SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this Agreement as a subaward. *Applicable Federal Funds* include not only those LPA project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the LPA.

The LPA must separately identify each ODOT PID and/or Project and the corresponding expenditures on its SEFA. LPAs are responsible for ensuring expenditures related to this PROJECT are reported when the activity related to the Federal award occurs. Further, the LPA may make this determination consistent with 2 CFR 200.502 and its established accounting method to determine expenditures including accrual, modified accrual or cash basis.

When project expenditures are not accurately reported on the SEFA, the LPA may be required to make corrections to and republish the SEFA to ensure Federal funds are accurately reported in the correct fiscal year. An ODOT request for the restatement of a previously published SEFA will be coordinated with the Ohio Auditor of State.

- 15.4 **Record Retention:** The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three (3) years after FHWA approves the LPA's final Federal voucher for reimbursement of project expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this Agreement.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

- 15.5 **Ethics and Conflict of Interest Laws:** LPA agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio and Federal Ethics and Conflict of Interest laws as provided by ORC Sections 102.03, 102.04, 2921.42 and 2921.43 and 23 CFR 1.33.
- 15.6 **State Property Drug-Free Workplace Compliance:** In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.7 **Trade:** Pursuant to the federal Export Administration Act and ORC 9.76(B), the LPA and any contractor(s) or sub-contractor(s) shall warrant that they are not boycotting any jurisdiction with whom the United States and the STATE can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

The STATE does not acquire supplies or services that cannot be imported lawfully into the United States. The LPA certifies that it, its contractor(s), subcontractor(s), and any agent of the

contractor(s) or its subcontractor(s), acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

- 15.8 *Lobbying:* Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier, up to the recipient.
- 15.9 *Debarment.* LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC 153.02 or 125.25 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.
- 15.10 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the STATE. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement, or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.11 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.12 *Merger and Modification:* This Agreement constitutes the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.13 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.14 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.
- 15.15 *Facsimile Signatures:* Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile or electronic signature on any other party delivered in such a manner as if such signature were an original.

Agreement Number: 44297

PID Number: 124170

County-Route-Section: WOO VAR Perrysburg SUP FY27

SAM Unique Entity ID: GVSWA2FTRLX1

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA: City of Perrysburg	STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION
By:	By:
Title:	Pamela Boratyn Director
Date:	Date:

TO: Mayor Weber
President Rettig
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Resolution 67-2026

DATE: August 4, 2026



Subject Matter/Background

The City of Perrysburg applied for grant funds through the ODOT FHWA's Federal funding program to mill and resurface SR-199 (Louisiana Ave) from Indiana Ave (US 20) to Scheider Rd.

The total cost for the Project is estimated to be Nine Hundred Forty Thousand Three Hundred Dollars and Zero Cents (\$940,300.00).

The City has been awarded the grant funds, which will cover eighty percent (80%) of the eligible costs of the Project, up to a maximum of Six Hundred Fifty Thousand Dollars and Zero Cents (\$650,000.00).

This Resolution authorizes the Mayor and Director of Finance to take all actions necessary to accept the grant funds, including but not limited to entering into an agreement(s) on behalf of the City.

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

If City Council is in agreement, a motion to suspend the three readings rule and pass this Resolution as an emergency measure would be appropriate in order to ensure timely acceptance of the grant.

RESOLUTION 67-2026

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF AN OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FEDERAL HIGHWAY ADMINISTRATION (FHWA) GRANT FOR THE RESURFACING OF SR-199; AND DECLARING AN EMERGENCY

WHEREAS, the National Transportation Act has made available certain FHWA funding for use by local public agencies; and,

WHEREAS, the FHWA designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs; and,

WHEREAS, Section 5501.03 (D) of the Ohio Revised Code (ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT; and,

WHEREAS, the milling and resurfacing of SR-199 (Louisiana Ave) from Indiana Ave (US 20) to Scheider Rd (Project) is a transportation activity eligible to receive FHWA funding; and

WHEREAS, the City applied for and has been approved funding for said Project; and,

WHEREAS, the total cost for the Project is estimated to be Nine Hundred Forty Thousand Three Hundred Dollars and Zero Cents (\$940,300.00); and,

WHEREAS, the City has been awarded the grant, which will cover eighty percent (80%) of the eligible costs of the Project, up to a maximum of Six Hundred Fifty Thousand Dollars and Zero Cents (\$650,000.00); and,

WHEREAS, in coordination with the Ohio Department of Transportation, the City of Perrysburg will serve as the Local Public Agency for Project; and,

WHEREAS, the Ohio Department of Transportation requires the execution of a Local Public Agency Agreement with the City of Perrysburg prior to proceeding with the project; and,

WHEREAS, the Service Committee of City Council considered this legislation at their meeting of July 13, 2026 and unanimously recommended the legislation be forwarded to City Council as an emergency measure.

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

SECTION 1. That Council hereby authorizes the Mayor and Director of Finance to take all actions necessary to accept the grant funds from the State of Ohio, through ODOT, in an amount up to eighty percent (80%) of the eligible costs of the Project, not to exceed Six Hundred Fifty Thousand Dollars and Zero Cents (\$650,000.00), including but not limited to entering into the LPA Agreement, attached hereto as Exhibit A.

SECTION 2. The total cost of the project is estimated to be Nine Hundred Forty Thousand Three Hundred Dollars and Zero Cents (\$940,300.00) with FHWA funding Six Hundred Fifty Thousand Dollars and Zero Cents (\$650,000.00) of the cost. The City commits to pay the local portion of the actual cost, estimated to be Two Hundred Ninety Thousand Three Hundred Dollars and Zero Cents (\$290,300.00). The City further agrees that, to the extent it wants anything outside the scope of work involved in the Project, it will be required to fund the full amount of any such additional work, and it agrees to pay One Hundred Percent (100%) for all such non-participating costs associated to project development and construction activities.

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 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 acceptance of the grant, 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

Agreement Number: 44293

PID Number: 122355

County-Route-Section: WOO SR 199 29.11 Louisiana Ave

SAM Unique Entity ID: GVSWA2FTRLX1

LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, (ODOT), 1980 West Broad Street, Columbus, Ohio 43223 and **the City of Perrysburg, 201 West Indiana Avenue, Perrysburg, Ohio 43551** (LPA).

1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the **Ohio Revised Code** (ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The **project to mill and resurface SR-199 (Louisiana Ave) in City of Perrysburg from Indiana Ave (US 20) to Scheider Rd** (PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

2. LEGAL REFERENCES AND COMPLIANCE

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:

A. FEDERAL

- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 23 CFR 1.33 – Conflicts of Interest
- 23 CFR Part 172 – Procurement, Management and "Administration of Engineering and Design Related Service"
- 23 CFR 630.106 – Authorization to Proceed
- 23 CFR 636.116 – What Organizational Conflict of Interest Requirements Apply to Design-Build Projects?
- 23 CFR Part 645 –Utilities
- 48 CFR Part 31 – Contract Cost Principles and Procedures

- 49 CFR Part 26 –Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs
- 23 USC § 112 – Letting of Contracts
- 40 USC §§ 1101-1104 – “Selection of Architects and Engineers”
- Federal Funding Accountability and Transparency Act (FFATA)

B. STATE

- ORC 102.03
- ORC 153.65 -153.71
- ORC 5501.03(D)
- ORC 2921.42 and 2921.43
- Ohio Administrative Code 4733-35-05

C. ODOT

- ODOT's Manual for Administration of Contracts for Professional Services
- ODOT's Specifications for Consulting Services – 2016 Edition
- ODOT's Consultant Prequalification Requirements and Procedures
- ODOT's Construction and Material Specifications Manual
- ODOT's Construction Administration Manual of Procedures
- ODOT's Local-let Manual of Procedures

2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

2.3 The LPA shall have on file a completed and approved Local-let Participation Requirement Review Form (FORM) before the first required submission of the Project's Stage Plan Set. Failure to comply will result in the delay of the Federal Authorization for Construction, until the FORM has been completed and approved. Failure to submit a completed FORM will result in the PROJECT reverting to ODOT-let and the LPA will be prohibited from participating in the Local-let Program until the Form is completed and approved by ODOT.

3. FUNDING

3.1 The total cost for the PROJECT associated with Federal funds is estimated to be \$940,300.

ODOT shall provide to the LPA 80 percent of the eligible costs, utilizing Spending Authority Code (SAC) 4PF7 SYSTEM PRESERVATION (Assistance Listing Number: 20.205 Highway Planning and Construction,) up to a maximum of \$650,000 in Federal funds in the Construction Contract/Construction Inspection phase(s)/subphase(s). The funding does not include Toll Revenue Credit. This maximum amount reflects the funding limit for the PROJECT set by the applicable SAC Program Manager.

3.2 If after execution of this Agreement, FHWA notifies ODOT that the ALN for the PROJECT is different than the ALN listed in 3.1 above, ODOT shall change the ALN to comply with the requirements of 2 CFR 200.332 and provide notice in writing or by email of the new ALN pursuant to 14.1 of this Agreement.

3.3 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100% Locally funded work, and all cost overruns and contractor claims in excess of the maximum(s) indicated in 3.1 above.

- 3.4 The LPA is administering the Federally funded Construction Contract/Construction Inspection phase(s)/subphase(s) of the PROJECT and is therefore considered a subrecipient of Federal funds and is responsible for reporting the applicable Federal expenditures (including any Toll Revenue Credit or Credit Bridge) on their Schedule of Expenditures of Federal Award.

4. PROJECT DEVELOPMENT AND DESIGN

- 4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.
- 4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.
- 4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The recognized set of written design standards may be either the LPA's formally written local design standards that have been **reviewed and accepted** by ODOT or ODOT's Design Manuals and the appropriate AASHTO publication. Notwithstanding the foregoing, for projects that contain a high crash rate or areas of crash concentrations, ODOT may require the LPA to use a design based on ODOT's L&D Manual. The LPA shall be responsible for ensuring that any standards used for the PROJECT are current and/or updated. The LPA shall be responsible for informing the District LPA Manager of any changes.
- 4.4 The LPA shall designate a Project Design Engineer, who is a registered professional engineer to serve as the LPA's principal representative for attending to project responsibilities. If the Project Design Engineer is not an employee of the LPA, the LPA must engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT.
- 4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

5. ENVIRONMENTAL RESPONSIBILITIES

- 5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act (NEPA) and related regulations, including but not limited to the requirements of the National Historic Preservation Act, and for securing all necessary permits.
- 5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-Qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at [ODOT's Office of Contracts](#). If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.

- 5.3 ODOT shall be responsible for the review of all environmental documents and reports and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the PROJECT.
- 5.5 The LPA shall require its consultant(s), selected to prepare a final environmental document pursuant to the requirements of NEPA, to execute a copy of a disclosure statement specifying that the consultant(s) has no financial or other interest in the outcome of the PROJECT.
- 5.6 The LPA shall submit a Notice of Intent to the Ohio EPA to obtain coverage under the National Pollution Discharge Elimination System (NPDES) Construction General Permit for all projects where the combined Contractor and Project Earth Disturbing Activity (EDA) are one (1) acre or more. If the LPA chooses not to use ODOT's L&D Vol. 2 on Local-let LPA projects, they may use an alternative post-construction Best Management Practice (BMP) criterion with Ohio EPA approval.
6. RIGHT-OF-WAY(R/W)/ UTILITIES/ RAILROAD COORDINATION
- 6.1 All R/W Acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (Uniform Act), any related Federal regulations issued by the FHWA, and any rules, policies, and procedures issued by ODOT.
- 6.2 If existing and newly acquired R/W is required for this PROJECT, the LPA shall certify that all R/W has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be qualified to perform the work. If the LPA does not have the qualified staff to perform any or all of the respective R/W functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and procedures.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and any rules, policies, and procedures issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions, nor shall the LPA hire a sub-consultant for Relocation and another sub-consultant for Relocation Review. Relocation Review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.
- 6.5 The LPA shall provide the ODOT District Office with its LPA Certification of Right of Way Control Letter, certifying that all R/W property rights necessary for the PROJECT are under the LPA's control, that all R/W has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with project construction activities. ODOT shall make use of the LPA's Certification of Right of Way Control Letter, as well as evaluate the LPA's and/or consultant's performance of the project real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable

to repay to ODOT all Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.

- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a Utility Relocation Agreement with each utility prior to the letting of construction.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval. Consistent with Sections 6.1 and 6.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 6.1 and 6.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.
- 6.8 Unless by prior written agreement, the LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.
- 6.9 No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.

7. ADVERTISING, SALE, AND AWARD

- 7.1 The LPA **shall not** advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Manager as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.
- 7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The period between the first legal advertising date and the bid opening date shall be a minimum of 21 calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials. ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and letting the contracts.
- 7.4 The LPA must incorporate ODOT's LPA Bid Template in its entirety in project bid documents. The template includes-Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts as well as appropriate subcontracts and purchase orders.
- 7.5 The LPA shall require the contractor to be enrolled in, and maintain good standing in, the Ohio Bureau of Workers' Compensation Drug-Free Safety Program (DFSP), or a similar program

approved by the Bureau of Workers' Compensation, and the LPA must require the same of any of its subcontractors.

- 7.6 Only ODOT pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in effect/current **at the time of award**. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement, unless otherwise directed by the LPA in the bidding documents. In accordance with FHWA Form 1273, Section VII and 23 CFR 635.116, the prime contractor must perform no less than 30% of the total original contract price. The 30%-prime contractor requirement does not apply to design-build contracts.
- 7.7 In accordance with ORC 153.54, et. seq., the LPA shall require that the selected contractor provide a performance and payment bond in an amount equal to at least 100% of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond. If the LPA has 100% locally funded work product within this Agreement, the LPA must allocate the correct percent of the performance and payment bond cost to the 100% locally funded work product.
- 7.8 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is not subject to a finding for recovery under ORC 9.24, that the contractor has taken the appropriate remedial steps required under ORC 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at <https://ohioauditor.gov/findings.html> . If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.
- 7.9 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is an active registrant on the Federal System for Award Management (SAM). Pursuant to 48 CFR 9.404, contractors that have an active exclusion on SAM are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.
- 7.10 Per ORC 9.75(B), the LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.
- 7.11 After analyzing all bids for completeness, accuracy, and responsiveness, per ORC 153.12, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA within 60 days after bid opening. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information, if applicable.

8. CONSTRUCTION CONTRACT ADMINISTRATION

- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections, and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC 153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this Agreement.

- 8.2 The LPA must maintain a project daily diary that is up-to-date and contains the following information: all work performed, list of equipment utilized, project personnel and hours worked, pay quantities, daily weather conditions, special notes and instructions to the contractor, and any unusual events occurring on or adjacent to the PROJECT. Additionally, the LPA is responsible for documenting measurements, calculations, material quality, quantity, and basis for payment; change orders, claims, testing and results, traffic, inspections, plan changes, prevailing wage, EEO and Disadvantaged Business Enterprise (DBE)/Small Business Enterprise (SBE), if applicable. The LPA is responsible for ensuring all materials incorporated into the PROJECT comply with ODOT's Construction and Material Specifications and meet the requirements of the LPA Materials Management Process in the Local-let Manual.
- 8.3 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.4 The Federal-aid Highway Program operates on a reimbursement basis, which requires that costs actually be incurred and paid before a request is made for reimbursement. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. If the LPA is requesting reimbursement, it must provide documentation of payment for the project costs requested. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed daily as the items of work are completed and accepted.
- 8.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, the Direct Payment to Contractor form shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio (STATE). ODOT shall pay the Contractor or reimburse the LPA within 30 days of receipt of the approved Contractor's invoice from the LPA.
- 8.6 The LPA shall not withhold retainage on projects with federal funding received as a subrecipient through ODOT. However, a prime contractor will still be permitted to hold retainage on sub-contractors who do not provide a performance bond. Should a prime contractor exercise its option to retain funds, it must be done in strict accordance with sections 153.12 and 153.14 of the Ohio Revised Code, and pursuant to 49 CFR 26.29(b)(3), and LPAs shall monitor the prompt release in accordance with these ORC and CFR requirements. Additionally, no subcontract provision shall permit the contractor to delay subcontractor's retainage payments until the project's final payment.
- 8.7 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of the mechanic's lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of ORC Chapter 1311 may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the mechanic's lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the mechanic's lien is resolved.

- 8.8 Payment or reimbursement to the LPA shall be submitted to:

Brian Thomas, P.E., City Engineer
City of Perrysburg
201 West Indiana Avenue
Perrysburg, Ohio 43551

- 8.9 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all Federal funding commitments.
- 8.10 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and, if necessary, unilaterally modify any other term of this Agreement in order to preserve its Federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.
- 8.11 Any LPA right, claim, interest, and/or right of action, whether contingent or vested, arising out of, or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the Claim(s)), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in/to the Claim(s) and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim(s). The LPA further authorizes ODOT to sue, compromise, or settle any such Claim(s). It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim(s) including requests for information and/or documents and/or to testify.
- 8.12 After completion of the PROJECT, and in accordance with 23 USC 116 and applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies, and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any federally funded programs.
- 8.13 The LPA must provide the final invoices, and final report (Appendix P located in the Construction Chapter of the LPA Manual) along with all necessary closeout documentation within six (6) months of the physical completion date of the PROJECT. All costs must be submitted within six (6) months of the established completion date. Failure to submit final invoices along with the necessary closeout documentation within the six (6)-month period may result in closeout of the PROJECT and loss of eligibility of any remaining Federal and or State funds.
- 8.14 The LPA shall be responsible for verifying that a C92 GoFormz has been completed by the prime contractor for each subcontractor and material supplier working on the PROJECT, prior to starting work. This requirement will be routinely monitored by the District Construction Monitor to ensure compliance.
- 8.15 The LPA shall be responsible for monitoring all DBE/SBE Subcontractors on the project to ensure they are performing a Commercially Useful Function (CUF) as directed in the Local-let Manual.

- 8.16 The LPA shall be responsible for monitoring payments made by prime contractors and Subcontractors to ensure compliance with the Prompt Payment requirements outlined in Construction and Materials Specifications (C&MS) 107.21.

9. CERTIFICATION AND RECAPTURE OF FUNDS

- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the STATE for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.

10. NONDISCRIMINATION

- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.
- 10.3 The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement and in the fulfillment of DBE-related requirements set forth by ODOT. The LPA shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. ODOT's DBE Program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation ("U.S. DOT"), is incorporated by reference in this agreement. The fulfillment of DBE-related requirements by the LPA is a legal obligation and failure to do so shall be treated as a violation of this Agreement.

10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest agrees as follows:

- (a) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally assisted programs of the U.S. DOT, 49 CFR Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

- (b) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.
- (c) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency.
- (d) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- (e) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
 - (1) withholding of payments to the LPA under the contract until the LPA complies, and/or
 - (2) cancellation, termination, or suspension of the contract, in whole or in part.
- (f) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs 10.4 (a) through (e) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such

litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

- 11.1 The LPA shall ensure that any designs, specifications, processes, devices, or other intellectual properties specifically devised for the PROJECT by its consultant(s) and/or contractor(s) performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultant(s) and/or contractor(s) shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices, or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.
- 11.2 The LPA shall not allow its consultant(s) and/or contractor(s) to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant(s) and/or contractor(s) has provided for such use by suitable legal agreement with the owner of such copyright, patent, or similar protection. Consultant(s) and/or contractor(s) making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.
- 11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such neglect or failure are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or STATE or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with 30 days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.
- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred and ODOT determines that the default can be remedied, the LPA shall have 30 days from the date of such notification to remedy the default or, if the remedy will take in excess of 30 days to complete, the LPA shall have 30 days from the date of notification to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the 30 days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.

- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.
- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
- 12.5 This Agreement and the obligation of the parties herein may be terminated by either party with 30 days written notice to the other party. Upon receipt of any notice of termination, the LPA shall immediately cease all work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.
- 12.6 In the event of termination by either party for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

- 13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in ORC 126.30.
- 13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE

- 14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

If to ODOT:

Brian Thomas, P.E., City Engineer	Matt Sommerfeld, P.E., LPA Manager
City of Perrysburg	ODOT District 2
201 West Indiana Avenue	317 East Poe Road
Perrysburg, Ohio 43551	Bowling Green, Ohio 43402
bthomas@perrysburgoh.gov	Matthew.Sommerfeld@dot.ohio.gov

15. GENERAL PROVISIONS

15.1 *Recovery of LPA's allocable project Direct Labor, Fringe Benefits, and/or Indirect Costs:*

To be eligible to recover any costs associated with the LPA's internal labor forces allocable to this PROJECT, the LPA shall make an appropriate selection below: *[LPA official must initial the option selected.]*

☐

1. No cost recovery of LPA's project direct labor, fringe benefits, or overhead costs.

- (A) The LPA **does not** currently maintain an ODOT approved Federally compliant time-tracking system¹, **and**
- (B) The LPA **does not** intend to have a Federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this PROJECT, **and/or**
- (C) The LPA **does not** intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this PROJECT Agreement.

☐

2. Direct labor plus indirect costs calculated using the Federal 15% De Minimis Indirect Cost Rate.²

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved Federally compliant time-tracking system, **and**
- (B) The LPA **does not** currently have, and **does not** intend to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

¹ A "federally compliant time-tracking system" is supported by a system of internal controls and record-keeping that accurately reflects the work performed; which provides reasonable assurance that the time being charged is accurate, allowable, and properly allocated; is incorporated in official records such as payroll records; reasonably reflects the employee's total activity; provides a time or percentage breakdown on all activities, both Federally funded and non-Federally funded for the employee and complies with the LPA's pre-established accounting practices and procedures.

² [Also be sure to read footnote # 1] The De Minimis Indirect Cost Rate is 15 %of modified total direct costs (MTDC) per 2 CFR 200.414. The definition of MTDC is provided in the regulation at 2 CFR 200.68. Regardless of whether the LPA subrecipient negotiates overhead rates with ODOT or uses the 15% de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs, and then potentially associated fringe/indirect costs, only if the labor costs are accumulated, tracked, and allocated in accordance with compliant systems. Before an LPA is eligible to invoice ODOT for and recover the 15% de minimis indirect cost rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of Local Programs . A non-Federal entity that elects to charge the de minimis rate must meet the requirements in 2 CFR 200 Appendix VII Section D, Part 1, paragraph b.



3. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the Federal 15% De Minimis Indirect Cost Rate.³

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved Federally compliant time-tracking system, **and**
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.



4. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the LPA's ODOT approved Indirect Cost Rate.⁴

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved Federally compliant time-tracking system, **and**
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT, **and**
- (C) Instead of using the Federal 15% De Minimis Indirect Cost Rate, the LPA currently has, or intends to negotiate, an ODOT approved indirect cost rate prior to the period of performance of this PROJECT.

For any allocable project labor costs to be eligible for reimbursement with Federal and/or State funds, the LPA must maintain compliance with all timekeeping requirements specified in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe and/or indirect costs, the LPA shall maintain compliance with Appendix VII of 2 CFR Part 200 and the Local-let Manual.

- 15.2 If the LPA decides to change its indirect cost recovery option, the change shall not become effective until this Agreement is amended pursuant to section 15.12 below to reflect the indirect cost recovery option utilized by the LPA on the PROJECT.
- 15.3 ***Financial Reporting and Audit Requirements:*** One or more phases of this Agreement include a sub award of Federal funds to the LPA. Accordingly, the LPA must comply with the financial reporting and audit requirements of 2 CFR Part 200.

All non-Federal entities, including ODOT's LPA sub-recipients, that have aggregate Federal awards expenditures from all sources of \$1,000,000 or more in the non-Federal entity's fiscal year must have a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

³ [Also be sure to read footnotes # 1 and 2] The fringe benefits rate billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the ODOT Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rate for that fiscal year to determine which rate is applicable. Accordingly, the fringe benefits rate applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rate.

⁴ [Also be sure to read footnote # 1] The fringe benefits and indirect cost rates billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rates for that fiscal year to determine which rates are applicable. Accordingly, the rates applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rates.

Federal and State funds expended to or on behalf of a subrecipient must be recorded in the accounting records of the LPA subrecipient. The LPA is responsible for tracking all project payments throughout the life of the PROJECT in order to ensure an accurate Schedule of Expenditures of Federal Awards (SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this Agreement as a subaward. *Applicable Federal Funds* include not only those LPA project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the LPA.

The LPA must separately identify each ODOT PID and/or Project and the corresponding expenditures on its SEFA. LPAs are responsible for ensuring expenditures related to this PROJECT are reported when the activity related to the Federal award occurs. Further, the LPA may make this determination consistent with 2 CFR 200.502 and its established accounting method to determine expenditures including accrual, modified accrual or cash basis.

When project expenditures are not accurately reported on the SEFA, the LPA may be required to make corrections to and republish the SEFA to ensure Federal funds are accurately reported in the correct fiscal year. An ODOT request for the restatement of a previously published SEFA will be coordinated with the Ohio Auditor of State.

- 15.4 ***Record Retention:*** The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three (3) years after FHWA approves the LPA's final Federal voucher for reimbursement of project expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this Agreement.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

- 15.5 ***Ethics and Conflict of Interest Laws:*** LPA agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio and Federal Ethics and Conflict of Interest laws as provided by ORC Sections 102.03, 102.04, 2921.42 and 2921.43 and 23 CFR 1.33.
- 15.6 ***State Property Drug-Free Workplace Compliance:*** In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.7 ***Trade:*** Pursuant to the federal Export Administration Act and ORC 9.76(B), the LPA and any contractor(s) or sub-contractor(s) shall warrant that they are not boycotting any jurisdiction with whom the United States and the STATE can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

The STATE does not acquire supplies or services that cannot be imported lawfully into the United States. The LPA certifies that it, its contractor(s), subcontractor(s), and any agent of the

contractor(s) or its subcontractor(s), acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

- 15.8 *Lobbying:* Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier, up to the recipient.
- 15.9 *Debarment.* LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC 153.02 or 125.25 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.
- 15.10 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the STATE. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement, or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.11 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.12 *Merger and Modification:* This Agreement constitutes the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.13 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.14 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.
- 15.15 *Facsimile Signatures:* Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile or electronic signature on any other party delivered in such a manner as if such signature were an original.

Agreement Number: 44293

PID Number: 122355

County-Route-Section: WOO SR 199 29.11 Louisiana Ave

SAM Unique Entity ID: GVSWA2FTRLX1

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA: City of Perrysburg	STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION
By:	By:
Title:	Pamela Boratyn Director
Date:	Date:

TO: Mayor Weber
President Rettig
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Resolution 68-2026

DATE: August 4, 2026



Subject Matter/Background

The Department of Public Service has found it necessary to extend the HVAC maintenance Service Agreement for various City owned buildings.

The City entered into a three (3) year HVAC Service Agreement with Positive Trades Group, LLC and, would like to extend the agreement until December 31, 2026.

This Resolution authorizes the Mayor and Director of Finance to enter into an Agreement with Positive Trades Group, LLC to extend the HVAC maintenance Service Agreement for various City owned buildings for one year in an amount not to exceed Twenty-Nine Thousand Nine Hundred Ninety-Eight Dollars and Zero Cents (\$29,998.00).

Financial Review

Account Number: Multiple accounts throughout City

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

If City Council is in agreement, a motion to suspend the rules, waive the three readings and pass this legislation as an emergency is appropriate. An Emergency is requested to permit DPS to take the necessary steps to contract for the service in a timely manner.

RESOLUTION 68-2026

A RESOLUTION AUTHORIZING AN EXTENSION OF THE AGREEMENT WITH POSITIVE TRADES GROUP, LLC IN AN AMOUNT NOT TO EXCEED TWENTY-NINE THOUSAND NINE HUNDRED NINETY-EIGHT DOLLARS AND ZERO CENTS (\$29,998.00) FOR HVAC MAINTENANCE AT VARIOUS CITY OWNED BUILDINGS; AND DECLARING AN EMERGENCY

WHEREAS, the City of Perrysburg has found it necessary to extend the Service Agreement with Positive Trades Group, LLC for HVAC maintenance at various City owned buildings; and,

WHEREAS, pursuant to Resolution 49-2023 the City of Perrysburg, Ohio, and Positive Trades Group, LLC entered into a three (3) year HVAC Service Agreement, and,

WHEREAS, the City would like to extend the HVAC Service Agreement with Positive Trades Group, LLC until December 31, 2026, and,

WHEREAS, the associated cost of the extension for Fire Station 39 is Three Thousand Three Hundred Forty-Eight Dollars and Zero Cents (\$3,348.00). The associated cost of the extension for the remainder of the various municipal buildings is Twenty-Six Thousand Six Hundred Fifty Dollars and Zero Cents (\$26,650.00), for a total cost of Twenty-Nine Thousand Nine Hundred Ninety-Eight Dollars and Zero Cents (\$29,998.00); and,

WHEREAS, the Service Committee reviewed this request at its meeting on July 13, 2026 and voted unanimously to recommend the legislation to City Council.

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

SECTION 1. The Mayor and Director of Finance are authorized to extend the three (3) year Service Agreement with Positive Trades Group, LLC for HVAC maintenance in an amount not to exceed Twenty-Nine Thousand Nine Hundred Ninety-Eight Dollars and Zero Cents (\$29,998.00), as outlined in the quote attached hereto and incorporated herein as Exhibit A.

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

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

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



8650 Airport Hwy. – P.O. Box 1209 Holland, Ohio 43528 - 419-865-6171ph - 419-865-4561fax -

Date: June 29, 2026

Mr. Brian Thomas
City of Perrysburg
11980 Roachton Road
Perrysburg, Ohio 43551

RE: Service Agreement Extension

This document extends our 3-year service agreement originally signed on 05/25/2023.

The extension begins 5/31/26 and ends 12/31/26.

In consideration for the extension, the associated cost is **\$26,650.00**.

In consideration for the extension, the associated cost for Fire Station #39 is **\$3,348.00**.

Effective 7/06/2026, our hourly rate is \$110.00 regular time. \$165.00 overtime, and \$220.00 doubletime on Sundays and holidays.

Scope of service includes a summer and fall filter change, coil cleaning and operating inspection on all equipment as outlined in the terms of the original agreement.

Any alterations or deviation from the above specifications involving extra costs will be executed Only upon written orders and will become an extra charge over and above the given estimate. Please sign and email your authorization back to me at the email address listed below. Should you have any questions, please feel free to contact me.

Approval Signature

Date

P.O. Number

Respectfully,

Tony Mira

Tony.Mira@positivetradesgroup.com

Mobile: 567-469-9248

Office: 419-868-7841