



**CITY OF PERRYSBURG
CITY COUNCIL
AGENDA**

December 19, 2023

1. Call to Order - 6:30 PM
2. Roll Call
3. Pledge of Allegiance
4. Minutes of Council Meeting of December 5, 2023
5. Special Reports
6. Letters, Communications, and Citizens Communications
7. Administrative Reports
 - a. Mayor
 - b. City Administrator
 - c. Finance Director
 - d. Law Director
8. President of Council Report
9. Committee Reports
 - a. **Finance & Economic Development**

Resolution# 139-2023

A RESOLUTION AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AN AGREEMENT WITH CLARK SCHAEFER HACKETT BUSINESS ADVISORS NOT TO EXCEED TWENTY-NINE THOUSAND NINE HUNDRED SEVENTY DOLLARS AND ZERO CENTS (\$29,970.00) FOR THE 2023 AUDIT

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

Resolution# 140-2023

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AN AGREEMENT WITH CFC FOR CYBER INSURANCE AT A COST NOT TO EXCEED FORTY THOUSAND DOLLARS AND ZERO CENTS (\$40,000.00); AND DECLARING AND EMERGENCY

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

Resolution# 141-2023

A RESOLUTION TO APPROVE THEN AND NOW CERTIFICATES IN THE AMOUNT OF FIFTY-NINE THOUSAND SEVEN HUNDRED SEVENTEEN DOLLARS AND ZERO CENTS (\$59,717.00) AS ATTACHED IN EXHIBIT A FOR THE CITY OF PERRYSBURG; AND DECLARING AN EMERGENCY

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

Ordinance# 37-2023

AN ORDINANCE AMENDING ORDINANCE 56-2022 TO AMEND APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES FOR THE YEAR ENDING DECEMBER 31, 2023; AND DECLARING AN EMERGENCY

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

Ordinance# 38-2023

AN ORDINANCE AUTHORIZING CERTAIN CASH TRANSFERS WITHIN THE CITY'S BUDGETS; AND DECLARING AN EMERGENCY

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

Ordinance# 39-2023

AN ORDINANCE AMENDING THE CITY BUDGET ORDINANCE TO REVISE THE ESTIMATED REVENUES FOR THE YEAR ENDING DECEMBER 31, 2023 AND DECLARING AN EMERGENCY

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

Ordinance# 40-2023

AN ORDINANCE AUTHORIZING FUND TRANSFERS AND ADVANCES; AND DECLARING AN EMERGENCY

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

Ordinance# 41-2023

AN ORDINANCE TO AMEND CHAPTER 891, "MUNICIPAL INCOME TAX EFFECTIVE JANUARY 1, 2016," OF THE PERRYSBURG CODIFIED ORDINANCES

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

Ordinance# 42-2023

AN ORDINANCE TO APPROVE THE EDITING AND INCLUSION OF CERTAIN ORDINANCES AS PARTS OF THE VARIOUS COMPONENT CODES OF THE CODIFIED ORDINANCES; TO PROVIDE FOR THE ADOPTION AND PUBLICATION OF NEW MATTER IN THE UPDATED AND REVISED CODIFIED ORDINANCES; TO REPEAL ORDINANCES IN CONFLICT THEREWITH; AND DECLARING AN EMERGENCY

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

b. Safety

Resolution# 121-2023

A RESOLUTION AUTHORIZING THE PERRYSBURG FIRE DIVISION TO PURSUE GRANTS THROUGH THE OHIO BUREAU OF WORKERS' COMPENSATION IN AN AMOUNT NOT TO EXCEED FIFTEEN THOUSAND DOLLARS AND ZERO CENTS (\$15,000.00)

2nd Reading, no vote required

c. Recreation

d. Planning & Zoning

Resolution# 142-2023

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AN AGREEMENT WITH MCBRIDE DALE CLARION TO UPDATE THE ZONING CODE AT A COST NOT TO EXCEED ONE HUNDRED AND TWENTY THOUSAND DOLLARS AND ZERO CENTS (\$120,000.00); AND DECLARING AN EMERGENCY

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

e. Personnel

f. Public Utilities

g. Service

10. Other Business

11. Adjournment

TO: Mayor Mackin
President Smith
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Resolution 139-2023

DATE: December 15, 2023



Subject Matter/Background

The City of Perrysburg is required to submit to an Audit each year and enter into a contract with our approved auditor. For the audit of calendar years 2021 through 2025, the Auditor for the State of Ohio solicited bids from a variety of firms and assigned Clark Schaefer Hackett Business Advisors to Audit the City of Perrysburg.

This Resolution authorizes the Mayor and Director of Finance to enter into an Agreement with Clark Schaefer Hackett Business Advisors for the preparation of the Audit for the year 2023 in an amount not to exceed Twenty-Nine Thousand Nine Hundred Seventy Dollars and Zero Cents (\$29,970.00)

Financial Review

Account: 1100-11761-53420

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 139-2023

A RESOLUTION AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AN AGREEMENT WITH CLARK SCHAEFER HACKETT BUSINESS ADVISORS NOT TO EXCEED TWENTY-NINE THOUSAND NINE HUNDRED SEVENTY DOLLARS AND ZERO CENTS (\$29,970.00) FOR THE 2023 AUDIT

WHEREAS, the City of Perrysburg is required to submit to an Audit each year and enter into a contract with our approved auditor; and,

WHEREAS, for the audit of calendar years 2021 through 2025, the Auditor for the State of Ohio solicited bids from a variety of firms and assigned Clark Schaefer Hackett Business Advisors to Audit the City of Perrysburg.

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 Clark Schaefer Hackett Business Advisors for the preparation of the Audit for the year 2023 in an amount not to exceed Twenty-Nine Thousand Nine Hundred Seventy Dollars and Zero Cents (\$29,970.00), 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 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

December 4, 2023

To the Honorable Mayor, City Council and Amber Rathburn, Director of Finance
City of Perrysburg
201 West Indiana Avenue
Perrysburg, Ohio 43551

We are pleased to confirm our understanding of the services we are to provide for the City of Perrysburg for the year ended December 31, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements of the City of Perrysburg (the "City") as of and for the year ended December 31, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Required Budgetary Comparison for General and Major Special Revenue Funds
- 3) Schedules of net pension and other postemployment benefit liabilities/assets
- 4) Schedules of pension and other postemployment benefit contribution

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditors' report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditors' Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of the City and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP).

You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Clark Schaefer Hackett and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the U.S. Department of Transportation or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Clark Schaefer Hackett personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the U.S. Department of Transportation. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Brian Mosier, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately January 1, 2024.

Our fee for services will be \$29,970. The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

You agree that our engagement letter is subject to the additional terms and conditions as described in Appendix A to this engagement letter.

Reporting

We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the City Council of City of Perrysburg. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

Clark, Schaefer, Hackett & Co.

RESPONSE:

This letter correctly sets forth the understanding of the City of Perrysburg.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

Report on the Firm's System of Quality Control

January 29, 2021

To the Partners of Clark, Schaefer, Hackett & Co.
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Clark, Schaefer, Hackett & Co. (the "Firm") applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at <http://www.aicpa.org/prsummary>. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, compliance audits under the Single Audit Act; audits of employee benefit plans, an audit performed under FDICIA, an audit of a broker-dealer, and an examination of a service organization [SOC 1 engagement].

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Clark, Schaefer, Hackett & Co. applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Clark, Schaefer, Hackett & Co. has received a peer review rating of *pass*.

Dixon Hughes Goodman LLP
Dixon Hughes Goodman LLP

CSH Addendum A – Terms and Conditions

This addendum to the engagement letter describes the terms and conditions related to our provision of audit services to you. This addendum, and the accompanying engagement letter, comprise your agreement with us (hereinafter, the “Agreement”).

Privacy and Protection of Your Information

We are committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards as well as physical, technical, and administrative security measures to protect the confidentiality of personal and confidential information provided to us in order to perform services for you.

We will provide secure methods to transmit data and will take reasonable care that conforms to generally recognized industry standards to secure your data. We will not be responsible or liable for any loss or damage to any person or entity resulting from your failure to transmit, share or otherwise provide your data using secure methods, including email transmission. Data transmission methods, including data portals, are not intended to store data. Upon completion of the engagement, data and other content may not be available to you using data transmission portals.

We may from time to time, and depending on the circumstances, use third-party service providers (such as a software vendor) in serving your account. We will take reasonable precautions to determine that these service providers have appropriate procedures in place to secure your confidential information. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Employees of Clark, Schaefer, Hackett & Co. and its affiliated companies who work outside of the United States may be involved in the services provided to you. You authorize that any and all information furnished to us for or in connection with our services may be disclosed to our employees or employees of our affiliated companies, including but not limited to Clark Schaefer Hackett Shared Services Private Limited, located outside the United States, engaged directly or indirectly in providing assurance or related services. Disclosures under this paragraph may consist of all information used to complete the services that Clark, Schaefer, Hackett & Co. provides to you. If you wish to request a limited disclosure of information, you must inform us. You acknowledge that your information may be disclosed to our affiliates, related entities or subcontractors located outside the United States.

Retention of Records

We do not keep any of your original records. At the conclusion of the engagement, we will return to you any original documents you may have provided for the purposes of our completing the engagement. When records are returned to you, it is your responsibility to retain and protect the records for possible future use, including potential examination by governmental or regulatory agencies. By entering into this Agreement, you acknowledge and agree that we are free to destroy our records related to this engagement pursuant to our records retention policies. We are not permitted to maintain financial records on your behalf in compliance with AICPA Code of Professional Conduct.

Subpoenas/Request for Records

As a result of our prior or future services to you, we might be requested or required by a subpoena or other legal process to provide information or documents to you or a third party in a legal, administrative or similar proceeding, such as an arbitration. For all requests we will observe the confidentiality, legal and ethical requirements of our

profession and, provided that we are not prohibited from doing so, we agree to inform you of such request as soon as practicable. You may initiate such legal action as you deem appropriate, at your sole expense, to attempt to limit the disclosure of information. If you take no action prior to our submitting our response, or if your action does not result in a judicial order protecting us from supplying the requested information, we may construe your inaction or failure as consent to comply with the request. Providing information as required to respond to such a request is not within the scope of this engagement or our quoted fees. If we are not a party to the proceeding, you agree to reimburse us for our professional time and reasonable expenses, including legal fees, in complying with the request or otherwise addressing it in accordance with your direction or as required to comply with legal, regulatory or ethical obligations.

Termination of Services

If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement. We also reserve the right suspend work or withdraw from this engagement, for non-payment of fees, your failure to comply with the terms of this Agreement, your failure to meet agreed-upon scheduling deadlines or as professional standards may require, at our discretion. If our work is suspended or terminated, you agree that we will not be responsible for your failure to meet governmental and other deadlines, or for any liability, including but not limited to, penalties or interest that may be assessed against you resulting from your failure to meet such deadlines. Our withdrawal will release us from any obligation to complete your audit and will constitute completion of our engagement. You agree to compensate us for our time and out-of-pocket expenses through the date of our withdrawal.

Fees, Billing and Payment Terms

Fee estimates we provide are based upon the scope of services originally contemplated in our engagement letter. Our fee estimate is dependent upon the full cooperation of your key personnel including timely supplying requested schedules, supporting documents and confirmations. If, for any reason, your personnel are not able to provide assistance, information or documents in a timely and/or satisfactory condition, it may substantially increase the work necessary to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate. In addition, services not contemplated in the original engagement or estimate, including but not limited to bookkeeping assistance, reconciliation of accounts, and/or implementation of new accounting standards are not considered within the scope of our assurance engagement and may be subject to additional fees. Additional services may be provided upon your request or notification by CSH that these services are necessary and are subject to the applicable terms of the Agreement.

We will schedule the engagement based on deadlines, working conditions and the availability of your key personnel. We will notify you of the scheduled commencement date of your engagement. If we are unable to complete our audit by the agreed upon date due to the Hinkle Filing deadline being missed, we reserve the right to charge a fee of up to 15% of our original fee estimate or total fees for the engagement (Rescheduling Fee). The Rescheduling Fee is in addition to our fee estimate and reflects services provided outside of the original scope of the engagement.

In accordance with our firm policies, work may be suspended if your account becomes overdue. Work will not be resumed, and we will not provide you with any deliverables or work completed, including partially completed work, until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be

deemed to have been completed upon written notification of termination, even if we have not completed our report or released the deliverable(s) specified in the Agreement. We do not release incomplete deliverables. In the event that, as a result of your delinquent payment or our inability to commence work due to your actions or failure to act, work is discontinued either temporarily or permanently or a report is not delivered, you agree to hold us harmless for any damages you may incur as a result of the work stoppage or delay. If this Agreement is terminated for any reason, you will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Sharing Financial Statements For Informational Purposes

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Dispute Resolution

In the event of a dispute related in any way to our services, our firm and you agree to discuss the dispute in an effort to resolve it. If these discussions do not resolve the dispute, you expressly agree to mediate the dispute with us in good faith prior to initiating litigation. Mediation is a process in which a mediator facilitates communication and negotiation between parties to assist them in reaching a voluntary agreement regarding their dispute. If we can do so, you and our firm will agree on a mediator. The fees and expenses of an agreed-upon mediator will be shared equally, but other expenses attendant to the mediation, including any attorney fees or expert fees you or our firm incur, will not be shared and will instead be the sole responsibility of the party incurring them.

If we cannot reach an agreement on a mediator, you and our firm agree to mediate utilizing the American Arbitration Association's (AAA) Professional Accounting and Related Services Dispute Resolution Rules and the procedures set forth therein, including the procedure for selecting a mediator. As with an agreed-upon mediator, any fees and expenses incurred in connection with AAA mediation will be shared equally, but all other expenses, including attorney or expert fees, shall be the sole responsibility of the party incurring them.

You acknowledge and agree that participation in mediation will be an express condition to the initiation of litigation by you, that your failure to engage in mediation prior to initiating litigation may be raised to seek the dismissal of any court action you might file, and that our firm is entitled to reimbursement by you of reasonable attorney fees incurred in seeking the dismissal of any action you would file without first engaging in mediation.

Severability

If any portion of this Agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of the terms set forth in this Agreement.

TO: Mayor Mackin
President Smith
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Resolution 140-2023

DATE: December 15, 2023



Subject Matter/Background

WHEREAS, the City of Perrysburg is in need of cyber insurance coverage and the Finance worked with Hylant to solicit quotes for the insurance and after receiving and reviewing the quotes, Hylant recommended that the City purchase their cyber insurance through CFC, who offered the best terms and coverage. The quote for the insurance is \$40,000.00.

This Resolution authorizes the Mayor and Director of Finance to enter into an agreement with CFC for cyber insurance a cost not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00).

Financial Review

The cyber insurance is allocated to all City Departments.

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 140-2023

**A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR
AND DIRECTOR OF FINANCE TO ENTER INTO AN AGREEMENT
WITH CFC FOR CYBER INSURANCE AT A COST NOT TO EXCEED
FORTY THOUSAND DOLLARS AND ZERO CENTS (\$40,000.00);
AND DECLARING AND EMERGENCY**

WHEREAS, the City of Perrysburg is in need of cyber insurance coverage; and,

WHEREAS, The City of Perrysburg worked with Hylant to solicit quotes for the insurance and after receiving and reviewing the quotes, Hylant recommended that the City purchase their cyber insurance through CFC, who offered the best terms and coverage; and,

WHEREAS, the quote for the insurance is \$40,000.00; and,

WHEREAS, at its December 12, 2023 meeting the Public Utilities Committee of Council 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 CFC for cyber insurance a cost not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00), as outlined in the quote attached hereto and incorporated herein as Exhibit A.

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

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Perrysburg, Wood County, Ohio, to ensure the city is fully insured against cyber threats, 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: _____



Ohio Premium:	\$39,000.00
Fees:	\$1,000.00
Surplus Lines Tax:	\$1,975.00

INDICATION OF TERMS

REFERENCE NUMBER:	3795387
COMPANY NAME:	City of Perrysburg
TOTAL PAYABLE:	USD39,500.00
Premium breakdown:	
Cyber & Privacy:	USD35,000.00
Cyber Crime:	USD4,000.00
Policy Administration Fee:	USD500.00
TRIA:	USD0.00
BUSINESS OPERATIONS:	Municipality
LEGAL ACTION:	Worldwide
TERRITORIAL SCOPE:	Worldwide
REPUTATIONAL HARM PERIOD:	12 months
INDEMNITY PERIOD:	12 months
WAITING PERIOD:	8 hours
WORDING:	Cyber, Private Enterprise (US) v3.1
ENDORSEMENTS:	AmWINS Special Amendatory Clause Policyholder Disclosure Notice Of Terrorism Insurance Coverage
SUBJECTIVITIES:	This quote is subject to the following being provided by the stated deadline: 1. Full details of the surplus lines broker, including name, company name, address, license number, state of filing and expiry date. (prior to binding) 2. Satisfactory confirmation that you have downloaded & registered our incident response mobile app, details of which can be found with your policy documents. (30 days post binding) 3. Signed version of the application form submitted, dated within 30 days of the required inception date. (14 days post binding) 4. satisfactory overview of the insureds backup solution and how they are securing access to these backups (prior to binding)
POLICY PERIOD:	12 months
DATE OF ISSUE:	22 Nov 2023
OPTIONAL EXTENDED REPORTING PERIOD:	12 months for 100% of applicable annualized premium
SECURITY:	Certain underwriters at Lloyd's and other insurers



THIS INDICATION OF TERMS IS ONLY VALID FOR 30 DAYS FROM THE DATE OF ISSUE

PLEASE REFER TO THE FOLLOWING PAGES FOR A FULL BREAKDOWN OF LIMITS,
RETENTIONS AND APPLICABLE CLAUSES

DECLARATIONS

THE FOLLOWING INSURING CLAUSES ARE SUBJECT TO AN EACH AND EVERY CLAIM LIMIT

INSURING CLAUSE 1: CYBER INCIDENT RESPONSE

SECTION A: INCIDENT RESPONSE COSTS

Limit of liability:	USD3,000,000	each and every claim
Deductible:	USD0	each and every claim

SECTION B: LEGAL AND REGULATORY COSTS

Limit of liability:	USD3,000,000	each and every claim
Deductible:	USD50,000	each and every claim

SECTION C: IT SECURITY AND FORENSIC COSTS

Limit of liability:	USD3,000,000	each and every claim
Deductible:	USD50,000	each and every claim

SECTION D: CRISIS COMMUNICATION COSTS

Limit of liability:	USD3,000,000	each and every claim
Deductible:	USD50,000	each and every claim

SECTION E: PRIVACY BREACH MANAGEMENT COSTS

Limit of liability:	USD3,000,000	each and every claim
Deductible:	USD50,000	each and every claim

SECTION F: THIRD PARTY PRIVACY BREACH MANAGEMENT COSTS

Limit of liability:	USD3,000,000	each and every claim
Deductible:	USD50,000	each and every claim

SECTION G: POST BREACH REMEDIATION COSTS

Limit of liability:	USD50,000	each and every claim, subject to a maximum of 10% of all sums we have paid as a direct result of the cyber event
Deductible:	USD0	each and every claim



INSURING CLAUSE 2: CYBER CRIME

SECTION A: FUNDS TRANSFER FRAUD

Limit of liability:	USD250,000	each and every claim
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Deductible:	USD50,000	each and every claim
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SECTION B: THEFT OF FUNDS HELD IN ESCROW

Limit of liability:	USD250,000	each and every claim
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Deductible:	USD50,000	each and every claim
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SECTION C: THEFT OF PERSONAL FUNDS

Limit of liability:	USD250,000	each and every claim
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Deductible:	USD50,000	each and every claim
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SECTION D: EXTORTION

Limit of liability:	USD3,000,000	each and every claim
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Deductible:	USD50,000	each and every claim
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SECTION E: CORPORATE IDENTITY THEFT

Limit of liability:	USD250,000	each and every claim
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Deductible:	USD50,000	each and every claim
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SECTION F: TELEPHONE HACKING

Limit of liability:	USD250,000	each and every claim
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Deductible:	USD50,000	each and every claim
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SECTION G: PUSH PAYMENT FRAUD

Limit of liability:	USD50,000	each and every claim
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Deductible:	USD50,000	each and every claim
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SECTION H: UNAUTHORIZED USE OF COMPUTER RESOURCES

Limit of liability:	USD250,000	each and every claim
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Deductible:	USD50,000	each and every claim
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INSURING CLAUSE 3: SYSTEM DAMAGE AND BUSINESS INTERRUPTION

SECTION A: SYSTEM DAMAGE AND RECTIFICATION COSTS

Limit of liability: USD3,000,000 each and every claim

Deductible: USD50,000 each and every claim

SECTION B: INCOME LOSS AND EXTRA EXPENSE

Limit of liability: USD3,000,000 each and every claim, sub-limited to USD1,000,000 in respect of **system failure**

Deductible: USD50,000 each and every claim

SECTION C: ADDITIONAL EXTRA EXPENSE

Limit of liability: USD100,000 each and every claim

Deductible: USD50,000 each and every claim

SECTION D: DEPENDENT BUSINESS INTERRUPTION

Limit of liability: USD3,000,000 each and every claim, sub-limited to USD1,000,000 in respect of **system failure**

Deductible: USD50,000 each and every claim

SECTION E: CONSEQUENTIAL REPUTATIONAL HARM

Limit of liability: USD3,000,000 each and every claim

Deductible: USD50,000 each and every claim

SECTION F: CLAIM PREPARATION COSTS

Limit of liability: USD25,000 each and every claim

Deductible: USD0 each and every claim

SECTION G: HARDWARE REPLACEMENT COSTS

Limit of liability: USD3,000,000 each and every claim

Deductible: USD50,000 each and every claim



THE FOLLOWING INSURING CLAUSES ARE SUBJECT TO AN AGGREGATE LIMIT

INSURING CLAUSE 4: NETWORK SECURITY & PRIVACY LIABILITY

SECTION A: NETWORK SECURITY LIABILITY

Aggregate limit of liability:	USD3,000,000	in the aggregate, including costs and expenses
Deductible:	USD50,000	each and every claim, including costs and expenses

SECTION B: PRIVACY LIABILITY

Aggregate limit of liability:	USD3,000,000	in the aggregate, including costs and expenses
Deductible:	USD50,000	each and every claim, including costs and expenses

SECTION C: MANAGEMENT LIABILITY

Aggregate limit of liability:	USD3,000,000	in the aggregate, including costs and expenses
Deductible:	USD50,000	each and every claim, including costs and expenses

SECTION D: REGULATORY FINES

Aggregate limit of liability:	USD3,000,000	in the aggregate, including costs and expenses
Deductible:	USD50,000	each and every claim, including costs and expenses

SECTION E: PCI FINES, PENALTIES AND ASSESSMENTS

Aggregate limit of liability:	USD3,000,000	in the aggregate, including costs and expenses
Deductible:	USD50,000	each and every claim, including costs and expenses

INSURING CLAUSE 5: MEDIA LIABILITY

SECTION A: DEFAMATION

Aggregate limit of liability:	USD3,000,000	in the aggregate, including costs and expenses
Deductible:	USD50,000	each and every claim, including costs and expenses

SECTION B: INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT

Aggregate limit of liability:	USD3,000,000	in the aggregate, including costs and expenses
Deductible:	USD50,000	each and every claim, including costs and expenses

INSURING CLAUSE 6: TECHNOLOGY ERRORS AND OMISSIONS

NO COVER GIVEN



INSURING CLAUSE 7: COURT ATTENDANCE COSTS

Aggregate limit of liability: USD100,000 in the aggregate

Deductible: USD0 each and every claim

AMWINS SPECIAL AMENDATORY CLAUSE

ATTACHING TO POLICY N/A
NUMBER:

THE INSURED: City of Perrysburg

WITH EFFECT FROM: -

It is understood and agreed that the following amendments are made to the Declarations page:

1. The "OPTIONAL EXTENDED REPORTING PERIOD" is deleted in its entirety.
2. The following **SECTION** is added to **INSURING CLAUSE 4**:

SECTION F: CONTINGENT BODILY INJURY

Aggregate limit of liability:	USD250,000	in the aggregate, including costs and expenses
Deductible:	USD25,000	each and every claim, including costs and expenses

It is further understood and agreed that the following amendments are made to this Policy:

1. The following **SECTION** is added to **INSURING CLAUSE 4**:

SECTION F: CONTINGENT BODILY INJURY

We agree to pay on **your** behalf all sums which **you** become legally obliged to pay (including liability for claimants' costs and expenses) as a result of any **claim** arising out of any **bodily injury** as a direct result of a **cyber event** affecting **your computer systems** first discovered by **you** during the **period of the policy**.

We will also pay **costs and expenses** on **your** behalf.

However, **we** will not make any payment under this Section for which **you** are entitled to indemnity under any other insurance, except for any additional sum which is payable over and above the other insurance.

2. The following **DEFINITION** is added:

"Bodily injury" means

death, bodily injury, mental injury, illness or disease.

3. The **"Senior executive officer"** **DEFINITION** is deleted in its entirety and replaced with the following:

"Senior executive officer" means

the chief executive officer, the chief finance officer, human resources directors, the chief risk officer and senior executives of the company



or their functional equivalents.

4. The "Bodily injury and property damage" **EXCLUSION** is deleted in its entirety and replaced with the following:

arising directly or indirectly out of:

- a. **bodily injury**; or
- b. tangible property damage.

However, part a. of this Exclusion will not apply to:

- a. **INSURING CLAUSES 4 (SECTIONS A, B and C only) and 5** for any **claim** as a direct result of mental injury or emotional distress; and
 - b. **INSURING CLAUSE 4 (SECTION F only)**.
5. Where "80%" and "20%" are stated in the "Agreement to pay claims" **CONDITION**, they are deleted in their entirety and replaced with "90%" and "10%" respectively.
 6. The "Cancellation" **CONDITION** is deleted in its entirety and replaced with the following:

This Policy may be canceled with 30 days written notice by **you**.

If **you** give **us** notice of cancellation, the return **premium** will be in proportion to the number of days that the Policy is in effect. However, if **you** have made a claim under this Policy there will be no return **premium**.

We reserve the right of cancellation in the event that any amount due to **us** by **you** remains unpaid more than 60 days beyond the **inception date**. If **we** exercise this right of cancellation it will take effect from 14 days after the date the written notice of cancellation is issued.

The Policy Administration Fee will be deemed fully earned upon inception of the Policy.

7. Where "60 days" and "60 day" are referred to in the "Extended reporting period" **CONDITION**, they are deleted in their entirety and replaced with "90 days" and "90 day" respectively.
8. The "Optional extended reporting period" **CONDITION** is deleted in its entirety and replaced with the following:

If **we** or **you** decline to renew or cancel this Policy then **you** will have the right to have issued an endorsement providing an optional extended reporting period for any of the following durations:

- a. 12 months for 100% of the **premium**;
- b. 24 months for 140% of the **premium**; or
- c. 36 months for 190% of the premium.



This optional extended reporting period will take effect from the cancellation or non-renewal date and will cover, subject to all other terms, conditions and exclusions of this Policy:

- a. any **claim** first made against **you** and reported to **us** during this optional extended reporting period, provided that the **claim** arises out of any act, error or omission committed prior to the date of cancellation or non-renewal; and
- b. any **cyber event, loss or system failure** first discovered by **you** during this optional extended reporting period, provided that the **cyber event, loss or system failure** occurred during the **period of the policy**.

If **you** would like to purchase the optional extended reporting period **you** must notify **us** and pay **us** the optional extended reporting period premium stated in the first a., b. and c. above within 30 days of cancellation or non-renewal.

The right to the optional extended reporting period will not be available to **you** where cancellation or non-renewal by **us** is due to non-payment of the **premium** or **your** failure to pay any amounts in excess of the applicable **policy limit** and **incident response limit** or within the amount of the applicable **deductible** as is required by this Policy in the payment of claims.

At the renewal of this Policy, **our** quotation of different **premium, deductible**, limits of liability or changes in policy language will not constitute non-renewal by **us**.

9. Where "20%" is stated in the "Mergers and acquisitions" **CONDITION**, it is deleted in its entirety and replaced with "25%".
10. Where "final adjudication" is stated anywhere throughout this Policy, it is deleted in its entirety and replaced with "final and non-appealable adjudication".

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY



POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

ATTACHING TO POLICY N/A

NUMBER:

THE INSURED: City of Perrysburg

WITH EFFECT FROM: -

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(l) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is USD0.00 and does not include any charges for the portion of losses covered by the United States government under the Act.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY

TO: Mayor Mackin
President Smith
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Resolution 141-2023

DATE: December 15, 2023



Subject Matter/Background

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

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

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

The total for all items totals \$59,717.00

Financial Review

The accounts are listed in the Exhibit.

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

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

RESOLUTION 141-2023

**A RESOLUTION TO APPROVE THEN AND NOW CERTIFICATES
IN THE AMOUNT OF FIFTY-NINE THOUSAND SEVEN HUNDRED
SEVENTEEN DOLLARS AND ZERO CENTS (\$59,717.00) AS
ATTACHED IN EXHIBIT A FOR THE CITY OF PERRYSBURG; AND
DECLARING AN EMERGENCY**

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

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

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

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

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

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

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

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

President of Council

Mayor

PASSED _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR

Then and Now Requests For

12/19/2023

Invoice Date	Vendor	Item	Total Cost	Department	Expense Account
8/17/2023	Ohio Excavating	Sewer Repair	12,500.00	Utility	5332-61826-53999
10/17/2023	Vorys	Legal	7,403.00	Utility	5332-61815-53411
10/17/2023	Vorys	Legal	6,996.00	Utility	5332-61815-53411
11/8/2023	All Seasons Tree & Lawn	Services	3,200.00	Service	2236-71645-53999
12/2/2023	Motorola	Service Contract 2024	29,618.00	Fire	2235-21233-53999
	Total		59,717.00		

TO: Mayor Mackin
President Smith
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Ordinance 37-2023

DATE: December 15, 2023



Subject Matter/Background

Throughout the year, budget amendments may be necessary to move appropriations from one account to another or request additional funding. While monitoring the budget through the end of 2023 it was found that certain modifications need to be made.

These modifications can be found in Exhibit A.

Financial Review

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

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

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

ORDINANCE 37-2023

AN ORDINANCE AMENDING ORDINANCE 56-2022 TO AMEND APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES FOR THE YEAR ENDING DECEMBER 31, 2023; AND DECLARING AN EMERGENCY

WHEREAS, to provide for current expenses and other expenditures for the fiscal year ending December 31, 2023, the City of Perrysburg, Ohio, approved the 2023 city budget pursuant to Ordinance 56-2022 and subsequently amended by Ordinance 1-2023, Ordinance 22-2023, Ordinance 23-2023, Ordinance 24-2023, Ordinance 32-2023 and Ordinance 34-2023; and,

WHEREAS, it has been determined by the Mayor and Director of Finance that certain amendments should be made to the revenues, expenditures, and appropriations described in the approved 2023 budget for the City of Perrysburg, Wood County, Ohio; and,

WHEREAS, in order to reflect appropriate adjustments to the budget and otherwise provide for necessary appropriations, it is reasonable and appropriate to amend Ordinance 56-2022.

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

SECTION 1. To provide for current expenses and other expenditures for the City of Perrysburg, Ohio, during the fiscal year ending December 31, 2023, sums are set aside and appropriated as stated in Exhibit A attached hereto.

SECTION 2. To the extent the sums set aside and appropriated as stated in Exhibit A change those stated in Ordinance 56-2022, that ordinance is amended.

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

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

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

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

President of Council

Mayor

PASSED: _____

ATTEST: _____

APPROVED: _____

Budget Amendments - December 2023

Department	Account	Amount	Description
Mayor	1110-11003-52400	\$ 1,200.00	Travel and Meals - 2024 Conference Registration and Hotel
Mayor	1110-11003-53500	\$ 250.00	Property and Liability Insurance
Mayor	1110-11003-54999	\$ (1,450.00)	Other - Supplies and Materials
Special Disbursements	1110-11761-59900	\$ (18,000.00)	Transfers - Out
Special Disbursements	1110-11761-53999	\$ 18,000.00	Other - Services
Subtotal - General Fund		\$ -	
Federal Grants - Sewer	2200-61826-55999	\$ 343,000.00	Other - Capital Outlay
Federal Grants - Police	2200-21232-54999	\$ (5,000.00)	Other - Supplies and Materials
State Grants - Police	2201-21232-50250	\$ (12,719.00)	Employees FTW - Sworn Officers
Income Tax	2222-11011-50201	\$ (8,000.00)	Salaries
Income Tax	2222-11011-51100	\$ (45,000.00)	Fringe Benefits
Income Tax	2222-11011-53999	\$ (22,000.00)	Other - Services
Income Tax	2222-11011-5499	\$ (6,000.00)	Other - Supplies and Materials
Income Tax	2222-11011-56400	\$ (135,000.00)	Refunds
Income Tax	2222-11011-59910	\$ 3,511,114.87	Transfers - Out - Tax Rev. to G.F.
Secondary Sewer Plant	2230-93930-57102	\$ 1,097.29	Note - Interest
Curbside Recycling	2231-31952-53681	\$ 2,910.42	Recycling Disposal
Fire	2235-21233-53999	\$ 22,927.98	Other - Services
Municipal Court - Probation	2239-11920-54999	\$ (953.62)	Other - Supplies and Materials
Municipal Court - Probation	2239-11920-52200	\$ 953.62	Registration
CARES Act 2	2515-11746-54999	\$ 14.18	Other - Supplies and Materials
Capital Improvements	4403-11755-55999	\$ (2,016,500.00)	Other - Capital Outlay
Capital Improvements	4403-11755-57203	\$ 16,500.00	Debt Issuance Costs
Water Collections	5331-61814-54999	\$ (345,400.00)	Other - Supplies and Materials
Water Collections	5331-61814-53419	\$ 340,000.00	Purchase of Water
Water Collections	5331-61814-56400	\$ 5,400.00	Refund & Reimbursement
WWTP	5332-61815-53999	\$ (51,000.00)	Operational Services
WWTP	5332-61815-59900	\$ 51,000.00	Transfers - Out
Water Collections	5401-61814-56400	\$ 116.28	Refund & Reimbursement
Sewer Collections	5402-61826-59800	\$ 343,000.00	Advances - Out
Sewer Collections	5402-61826-55999	\$ 607,722.21	Other - Capital Outlay
Sewer Collections	5402-61826-57202	\$ 10,000.00	Bond - Principal
Storm Water Management	5402-62955-55999	\$ (617,722.21)	Other - Capital Outlay
Employees Health and Welfare	6505-11075-53999	\$ 57,000.00	Other - Services
Postage Meter	6802-11102-53220	\$ (56,904.82)	Postage
Postage Meter	6802-11102-54999	\$ (405.17)	Other - Supplies and Materials
Hotel/Motel Tax	7220-11015-56900	\$ 36,819.27	Remittance

TO: Mayor Mackin
President Smith
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Ordinance 38-2023

DATE: December 15, 2023



Subject Matter/Background

The City of Perrysburg needs to complete cash transfers between its budgeted accounts in order to balance accounts during the current year 2023.

This Ordinance authorizes the Director of Finance to make transfers between accounts in the City's 2023 budget to balance those accounts.

Financial Review

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

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

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

ORDINANCE 38-2023

AN ORDINANCE AUTHORIZING CERTAIN CASH TRANSFERS WITHIN THE CITY'S BUDGETS; AND DECLARING AN EMERGENCY

WHEREAS, the City of Perrysburg needs to complete cash transfers between its budgeted accounts in order to balance accounts during the current year 2023.

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

SECTION 1. The Director of Finance is authorized to make transfers between accounts in the City's 2023 budget to balance those accounts and as further described in the transfer summary attached hereto as Exhibit A and made a part hereof.

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 ensure that funds are balanced at the close of the year 2023, 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: _____

TRANSFERS 2023

FROM ACCOUNT	FROM FUND	AMOUNT	TO ACCOUNT	TO FUND
2222-11011-59910	INCOME TAX FUND	\$ 24,706,439.87	1110-92140-49901	GENERAL FUND
2222-11011-59900	INCOME TAX FUND	\$ 45,000.00	2230-92140-49900	SECONDARY SEWER PLANT FUND
2222-11011-59900	INCOME TAX FUND	\$ 35,000.00	2231-92140-49900	GARBAGE & REFUSE
2222-11011-59900	INCOME TAX FUND	\$ 15,000.00	4404-92140-49900	PARK, LAND ACQUISITION & DEV.
2222-11011-59900	INCOME TAX FUND	\$ 30,000.00	5402-92140-49900	SEWER CAPITAL
2222-11011-59900	INCOME TAX FUND	\$ 40,000.00	4403-92140-49900	CAPITAL IMPROVEMENTS
1110-11761-59900	GENERAL FUND	\$ 475,000.00	2231-92140-49900	GARBAGE & REFUSE
1110-11761-59900	GENERAL FUND	\$ 250,000.00	1111-92140-49900	RESERVE FUND
1110-11761-59900	GENERAL FUND	\$ 270,000.00	1112-92140-49900	PAYOUT AND PAYOUT RESERVE
1110-11761-59900	GENERAL FUND	\$ 35,000.00	2236-92140-49900	STREET TREES
1110-11761-59900	GENERAL FUND	\$ 12,500.00	2235-92140-49900	ASR RADIO
1110-11761-59900	GENERAL FUND	\$ 3,000,000.00	4403-92140-49900	CAPITAL IMPROVEMENTS
7810-11761-59900	UNCASHED CHECKS	\$ 16,194.09	1110-92140-49900	GENERAL FUND
7220-11015-59900	HOTEL/MOTEL TAX FUND	\$ 359,860.90	1110-92140-49903	GENERAL FUND
5332-61815-59900	WATER POLLUTION CONTROL	\$ 810,992.60	2230-92140-49900	SECONDARY SEWER PLANT FUND
7504-11032-59900	STATE HIGHWAY PATROL	\$ 26,407.76	1110-92140-49902	GENERAL FUND
1110-21232-53999	GENERAL FUND	\$ 300.00	1110-91600-42855	GENERAL FUND
1110-11020-53999	GENERAL FUND	\$ 30.00	1110-91600-42855	GENERAL FUND
1110-11156-53999	GENERAL FUND	\$ 30.00	1110-91600-42855	GENERAL FUND
1110-11003-51100	GENERAL FUND	\$ 10,762.80	6505-92111-48015	EMPLOYEE HEALTH & WELFARE
1110-11004-51100	GENERAL FUND	\$ 43,589.52	6505-92111-48015	EMPLOYEE HEALTH & WELFARE
1110-11005-51100	GENERAL FUND	\$ 72,650.16	6505-92111-48015	EMPLOYEE HEALTH & WELFARE
1110-11006-51100	GENERAL FUND	\$ 4,439.54	6505-92111-48015	EMPLOYEE HEALTH & WELFARE
1110-21010-51100	GENERAL FUND	\$ 90,812.70	6505-92111-48015	EMPLOYEE HEALTH & WELFARE
1110-11020-51100	GENERAL FUND	\$ 230,864.48	6505-92111-48015	EMPLOYEE HEALTH & WELFARE
1110-11145-51100	GENERAL FUND	\$ 47,625.52	6505-92111-48015	EMPLOYEE HEALTH & WELFARE
1110-11156-51100	GENERAL FUND	\$ 60,137.90	6505-92111-48015	EMPLOYEE HEALTH & WELFARE
1110-11230-51100	GENERAL FUND	\$ 58,523.74	6505-92111-48015	EMPLOYEE HEALTH & WELFARE
1110-21232-51100	GENERAL FUND	\$ 1,065,532.08	6505-92111-48015	EMPLOYEE HEALTH & WELFARE
1110-21233-51100	GENERAL FUND	\$ 613,936.56	6505-92111-48015	EMPLOYEE HEALTH & WELFARE
1110-51234-51100	GENERAL FUND	\$ 53,275.92	6505-92111-48015	EMPLOYEE HEALTH & WELFARE
1110-71541-51100	GENERAL FUND	\$ 375,923.88	6505-92111-48015	EMPLOYEE HEALTH & WELFARE
1110-41646-51100	GENERAL FUND	\$ 190,100.16	6505-92111-48015	EMPLOYEE HEALTH & WELFARE
2222-11011-51100	INCOME TAX FUND	\$ 98,480.56	6505-92111-48015	EMPLOYEE HEALTH & WELFARE
2231-31338-51100	GARBAGE & REFUSE	\$ 96,462.68	6505-92111-48015	EMPLOYEE HEALTH & WELFARE

TRANSFERS 2023

FROM ACCOUNT	FROM FUND	AMOUNT	TO ACCOUNT	TO FUND
5331-61814-51100	WATER DIVISION	\$ 210,684.78	6505-92111-48015	EMPLOYEE HEALTH & WELFARE
5332-61815-51100	WATER POLLUTION CONTROL	\$ 182,432.00	6505-92111-48015	EMPLOYEE HEALTH & WELFARE
5332-61826-51100	SEWER DIVISION	\$ 208,505.22	6505-92111-48015	EMPLOYEE HEALTH & WELFARE
1110-11004-53220	GENERAL FUND	\$ 2,991.72	6802-92140-49900	POSTAGE METER FUND
1110-11005-53220	GENERAL FUND	\$ 212.24	6802-92140-49900	POSTAGE METER FUND
1110-11006-53220	GENERAL FUND	\$ 33.95	6802-92140-49901	POSTAGE METER FUND
1110-11230-53220	GENERAL FUND	\$ 122.63	6802-92140-49900	POSTAGE METER FUND
1110-21232-53220	GENERAL FUND	\$ 2,183.13	6802-92140-49900	POSTAGE METER FUND
1110-21233-53220	GENERAL FUND	\$ 43.95	6802-92140-49900	POSTAGE METER FUND
1110-51234-53220	GENERAL FUND	\$ 2,471.74	6802-92140-49900	POSTAGE METER FUND
1110-71541-53220	GENERAL FUND	\$ 607.11	6802-92140-49900	POSTAGE METER FUND
2222-11011-53220	INCOME TAX FUND	\$ 14,007.23	6802-92140-49900	POSTAGE METER FUND
5331-61814-53220	WATER DIVISION	\$ 3,400.88	6802-92140-49900	POSTAGE METER FUND
5332-61826-53220	SEWER DIVISION	\$ 3,400.93	6802-92140-49900	POSTAGE METER FUND

\$ 33,871,970.93

TO: Mayor Mackin
President Smith
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Ordinance 39-2023

DATE: December 15, 2023



Subject Matter/Background

It is necessary and proper to amend City of Perrysburg Ordinance 41-2022 to more accurately reflect the revenue for calendar year 2023.

This Ordinance amends the estimated revenues reflected in Ordinance 41-2022 to reflect the revenue stated in Exhibit A.

Financial Review

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

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

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

ORDINANCE 39-2023

**AN ORDINANCE AMENDING THE CITY BUDGET
ORDINANCE TO REVISE THE ESTIMATED REVENUES FOR THE
YEAR ENDING DECEMBER 31, 2023 AND DECLARING AN
EMERGENCY**

WHEREAS, it is necessary and proper to amend City of Perrysburg Ordinance 41-2022 to more accurately reflect the revenue for calendar year 2023.

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

SECTION 1. The estimated revenues reflected in Ordinance 41-2022 are hereby amended to reflect the revenue stated in Exhibit A, attached hereto and made a part hereof.

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

SECTION 3. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Perrysburg, Wood County, Ohio, to permit these revisions to take effect during calendar year 2023 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: _____

FUND	FUND DESCRIPTION	REVENUE CATEGORY	FINAL REVENUE BUDGET
1110	General Fund	Fines and Forfeitures	\$ 607,800.00
1110	General Fund	Miscellaneous	\$ 293,550.00
1110	General Fund	Charges for Services	\$ 1,031,200.00
1110	General Fund	Licenses, Permits and Fees	\$ 152,800.00
1110	General Fund	Property and Other Local Taxes	\$ 1,552,654.36
1110	General Fund	Other Financing Sources	\$ 21,510,325.00
1110	General Fund	Intergovernmental	\$ 900,600.00
1110	General Fund	Earning on Investment	\$ 800,000.00
1111	Reserve Balance Fund	Other Financing Sources	\$ 250,000.00
1112	Payroll And Payout Reserve	Other Financing Sources	\$ 270,000.00
2200	Federal Grants	Intergovernmental	\$ 393,210.30
2201	State Grants	Intergovernmental	\$ 17,538.10
2222	Income Tax Fund	Property and Other Local Taxes	\$ 26,295,114.87
2223	Street Construction & Re	Miscellaneous	\$ 5,000.00
2223	Street Construction & Re	Intergovernmental	\$ 1,390,000.00
2223	Street Construction & Re	Earning on Investment	\$ 15,000.00
2224	State Highway Fund	Charges for Services	\$ 13,200.00
2224	State Highway Fund	Intergovernmental	\$ 116,000.00
2224	State Highway Fund	Earning on Investment	\$ 10,000.00
2225	Lighting Fund	Special Assessment	\$ 214,000.00
2225	Lighting Fund	Miscellaneous	\$ 14,000.00
2228	Police & Fire Pension	Property and Other Local Taxes	\$ 1,362,701.97
2228	Police & Fire Pension	Intergovernmental	\$ 110,000.00
2230	Secondary Sewer Plant Fu	Other Financing Sources	\$ 855,000.00
2231	Garbage & Refuse	Charges for Services	\$ 720.00
2231	Garbage & Refuse	Other Financing Sources	\$ 622,800.00
2231	Garbage & Refuse	Licenses, Permits and Fees	\$ 1,830.00
2231	Garbage & Refuse	Property and Other Local Taxes	\$ 822,158.45
2231	Garbage & Refuse	Miscellaneous	\$ 50,934.00
2231	Garbage & Refuse	Intergovernmental	\$ 7,500.00
2233	Motor Vehicle License	Property and Other Local Taxes	\$ 302,900.00
2233	Motor Vehicle License	Earning on Investment	\$ 10,000.00
2235	Asr Radio Fund	Licenses, Permits and Fees	\$ 40,000.00
2235	Asr Radio Fund	Other Financing Sources	\$ 10,000.00
2236	Street Trees	Special Assessment	\$ 71,900.00
2236	Street Trees	Miscellaneous	\$ 70,500.00
2236	Street Trees	Other Financing Sources	\$ 35,000.00
2237	Public Transportation	Property and Other Local Taxes	\$ 538,917.95
2237	Public Transportation	Intergovernmental	\$ 51,000.00
2238	Muni Court Computer/L.R. Fund	Fines and Forfeitures	\$ 98,000.00
2241	Muni Ct Spec Projects	Fines and Forfeitures	\$ 60,000.00
2501	Right Of Way Repairs	Miscellaneous	\$ 20,800.00
2820	Drug Law Enforcement Fun	Fines and Forfeitures	\$ 2,000.00
2821	Police Div. Dui Arrest F	Fines and Forfeitures	\$ 1,200.00

2822	Furtherance Of Justice	Miscellaneous	\$ 2,000.00
2822	Furtherance Of Justice	Fines and Forefeitures	\$ 1,000.00
2823	Federal Law Enforc Trust	Fines and Forefeitures	\$ 100.00
2823	Federal Law Enforc Trust	Earning on Investment	\$ 5,300.00
4403	Capital Improvements	Miscellaneous	\$ 30,000.00
4403	Capital Improvements	Other Financing Sources	\$ 8,307,500.00
4404	Park, Land Acquisition &	Charges for Services	\$ 3,000.00
4404	Park, Land Acquisition &	Other Financing Sources	\$ 15,000.00
5331	Water Division	Charges for Services	\$ 8,056,000.00
5331	Water Division	Miscellaneous	\$ 15,000.00
5332	Water Pollution Control	Charges for Services	\$ 8,118,500.00
5332	Water Pollution Control	Miscellaneous	\$ 20,000.00
5335	I & I Clean Water Fund	Charges for Services	\$ 50,000.00
5401	Water R & E	Charges for Services	\$ 300,000.00
5401	Water R & E	Miscellaneous	\$ 30,000.00
5401	Water R & E	Other Financing Sources	\$ 500,000.00
5402	Sewer R & E	Charges for Services	\$ 367,000.00
5402	Sewer R & E	Special Assessment	\$ 270,000.00
5402	Sewer R & E	Miscellaneous	\$ 3,000.00
6505	Employees Health & Welfa	Miscellaneous	\$ 4,315,050.00
6505	Employees Health & Welfa	Earning on Investment	\$ 10,000.00
6802	Postage Meter Fund	Other Financing Sources	\$ 85,000.00
7220	Hotel/Motel Tax Fund	Property and Other Local Taxes	\$ 742,000.00
7503	Dui Indigent Fund	Fines and Forefeitures	\$ 20,000.00
7504	State Highway Patrol Tra	Intergovernmental	\$ 80,000.00
7506	Utility Coll. Fund	Charges for Services	\$ 1,520,000.00
7507	Mun.Pub.Improv.Tax.Incr.Equiv.	Intergovernmental	\$ 2,010,916.44
7508	Jt. Cemetery R.E. Tax Fund	Property and Other Local Taxes	\$ 264,281.59
7508	Jt. Cemetery R.E. Tax Fund	Intergovernmental	\$ 26,000.00
7510	Ind Dr Interlock & Alc Monitor	Fines and Forefeitures	\$ 30,000.00
7510	Ind Dr Interlock & Alc Monitor	Licenses, Permits and Fees	\$ 500.00
7511	Mat Surplus Fund	Other Financing Sources	\$ 50,000.00
7512	Esid Fund	Special Assessment	\$ 79,000.00
7810	Uncashed Checks	Miscellaneous	\$ 10,000.00

\$ 96,334,003.03

TO: Mayor Mackin
President Smith
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Ordinance 40-2023

DATE: December 15, 2023



Subject Matter/Background

Pursuant to Bulletin 97-03 issued by the Ohio Auditor of State and Section 5705.14 of the Ohio Revised Code, the Council of the City of Perrysburg, Ohio, deems it appropriate to transfer and advance funds with appropriate approval where necessary for the fiscal year ending December 31, 2023.

City Council approved Resolution 76-2023 on August 15, 2023, authorizing the acceptance of the grant from the State of Ohio through the Ohio Department of Development (ODD) for the Grassy Creek Sanitary Sewer Rehabilitation Project for the funding period of January 1, 2023 through December 31, 2024, in the amount not to exceed \$343,000.

This Ordinance authorizes a transfer from the Sewer R & E Fund to the Federal Grant Fund in the amount of \$343,000 which shall be reimbursed by the grantor after final grant reporting is completed. Once reimbursement is received, the funds shall be returned to the Sewer R & E Fund.

Sewer R & E Fund (5402)	Federal Grant Fund (2200)	\$343,000
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Financial Review

Sewer R & E Fund (5402)	Federal Grant Fund (2200)	\$343,000
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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 40-2023

AN ORDINANCE AUTHORIZING FUND TRANSFERS AND ADVANCES; AND DECLARING AN EMERGENCY

WHEREAS, pursuant to Bulletin 97-03 issued by the Ohio Auditor of State and Section 5705.14 of the Ohio Revised Code, the Council of the City of Perrysburg, Ohio, deems it appropriate to transfer and advance funds with appropriate approval where necessary for the fiscal year ending December 31, 2023; and

WHEREAS, City Council approved Resolution 76-2023 on August 15, 2023, authorizing the acceptance of the grant from the State of Ohio through the Ohio Department of Development (ODD) for the Grassy Creek Sanitary Sewer Rehabilitation Project for the funding period of January 1, 2023 through December 31, 2024, in the amount not to exceed \$343,000; and,

WHEREAS, City Council authorizes a transfer from the Sewer R & E Fund to the Federal Grant Fund in the amount of \$343,000 which shall be reimbursed by the grantor after final grant reporting is completed. Once reimbursement is received, the funds shall be returned to the Sewer R & E Fund.

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

SECTION 1. The Director of Finance is authorized to transfer funds not exceed the following amounts:

<u>ADVANCE OUT</u>	<u>ADVANCE IN</u>	<u>AMOUNT</u>
Sewer R & E Fund (5402)	Federal Grant Fund (2200)	\$343,000

SECTION 2. It is hereby certified that both at the time of the making of the attached contract(s) or order(s) and at the date of the execution of this certificate, the amount of funds required to pay for this contract(s) or order(s) had been appropriated for the purpose of this contract or order, attached hereto, and is in the treasurer or in the process of collection to the credit of the fund free from any previous encumbrances.

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

SECTION 4. This Ordinance 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 to provide the Department of Finance with the resources needed to meet its obligations; this Ordinance 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 Mackin
President Smith
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Ordinance 37-2023

DATE: December 15, 2023



Subject Matter/Background

The State of Ohio recently adopted HB 33, the Operating Appropriations for Fiscal Years 2024-2025, which made several changes to the Ohio Revised Code municipal taxation portions. The City of Perrysburg Income Tax Division has recommended certain changes to the City's Municipal Code relating to municipal income taxes to be consistent with the changes in the Ohio Revised Code.

It is recommended to amend Chapter 891 of the Perrysburg Codified Ordinances to incorporate these changes.

Financial Review

This legislation will have no immediate financial impact on the City.

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

First reading, no vote necessary.

ORDINANCE 41-2023

AN ORDINANCE TO AMEND CHAPTER 891, “MUNICIPAL INCOME TAX EFFECTIVE JANUARY 1, 2016,” OF THE PERRYSBURG CODIFIED ORDINANCES

WHEREAS, the City of Perrysburg periodically reviews the laws relating to municipal income taxes; and

WHEREAS, the State of Ohio recently adopted HB 33, the Operating Appropriations for Fiscal Years 2024-2025, which made several changes to the Ohio Revised Code municipal taxation portions; and

WHEREAS, the City of Perrysburg Income Tax Division has recommended certain changes to the City’s Municipal Code relating to municipal income taxes to be consistent with the changes in the Ohio Revised Code; and

WHEREAS, it is recommended to amend Chapter 891 of the Perrysburg Codified Ordinances to incorporate these changes.

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

SECTION 1. Codified Ordinance 891.03(11)(O), which currently reads as:

(O) INTENTIONALLY LEFT BLANK.

is hereby revised and amended to read as follows:

(O) For tax years 2024 and after, the income of individuals under 18 years of age.

SECTION 2. Codified Ordinance 891.094 which currently reads as:

891.094 EXTENSION OF TIME TO FILE.

(A) Any taxpayer that has duly requested an automatic six-month extension for filing the taxpayer's federal income tax return shall automatically receive an extension for the filing of a municipal income tax return. The extended due date of the municipal income tax return shall be the

fifteenth day of the tenth month after the last day of the taxable year to which the return relates.

(B) Any taxpayer that qualifies for an automatic federal extension for a period other than six-months for filing the taxpayer's federal income tax return shall automatically receive an extension for the filing of a municipal income tax return. The extended due date of the municipal income tax return shall be the same as that of the extended federal income tax return.

(C) A taxpayer that has not requested or received a six-month extension for filing the taxpayer's federal income tax return may request that the tax administrator grant the taxpayer a six-month extension of the date for filing the taxpayer's municipal income tax return. If the request is received by the tax administrator on or before the date the municipal income tax return is due, the tax administrator shall grant the taxpayer's requested extension.

(D) An extension of time to file under this chapter is not an extension of the time to pay any tax due unless the Tax Administrator grants an extension of that date.

(E) If the State Tax Commissioner extends for all taxpayers the date for filing state income tax returns under division (G) of section 5747.08 of the Ohio Revised Code, a taxpayer shall automatically receive an extension for the filing of a municipal income tax return. The extended due date of the municipal income tax return shall be the same as the extended due date of the state income tax return.

is hereby revised and amended to read as follows:

891.094 EXTENSION OF TIME TO FILE.

(A) Any taxpayer that has duly requested an automatic six-month extension for filing the taxpayer's federal income tax return shall automatically receive an extension for the filing of a municipal income tax return. The extended due date of the municipal income tax return shall be the fifteenth day of the tenth month after the last day of the taxable year to which the return relates. For tax years ending on or after January 1, 2023, the extended due date of the municipal return for a taxpayer that is not an individual shall be the fifteenth day of the eleventh month after the last day of the taxable year to which the return relates.

(B) Any taxpayer that qualifies for an automatic federal extension for a period other than six-months for filing the taxpayer's federal income tax return shall automatically receive an extension for the filing of a municipal income tax return. The extended due date of the municipal income tax return shall be the same as that of the extended federal income tax return.

(C) A taxpayer that has not requested or received a six-month extension for filing the taxpayer's federal income tax return may request that the tax administrator grant the taxpayer a six-month extension of the date for filing the taxpayer's municipal income tax return. If the request is received by the tax administrator on or before the date the municipal income tax return is due, the tax administrator shall grant the taxpayer's requested extension.

(D) An extension of time to file under this chapter is not an extension of the time to pay any tax due unless the Tax Administrator grants an extension of that date.

(E) If the State Tax Commissioner extends for all taxpayers the date for filing state income tax returns under division (G) of section 5747.08 of the Ohio Revised Code, a taxpayer shall automatically receive an extension for the filing of a municipal income tax return. The extended due date of the municipal income tax return shall be the same as the extended due date of the state income tax return.

SECTION 3. Codified Ordinance 891.10 which currently reads as:

891.10 PENALTY, INTEREST, FEES, AND CHARGES.

(A) As used in this section:

(1) "Applicable law" means this chapter, the resolutions, ordinances, codes, directives, instructions, and rules adopted by the Municipality provided such resolutions, ordinances, codes, directives, instructions, and rules impose or directly or indirectly address the levy, payment, remittance, or filing requirements of a municipal income tax.

(2) "Federal short-term rate" means the rate of the average market yield on outstanding marketable obligations of the United States with remaining periods to maturity of three years or less, as determined under section 1274 of the Internal Revenue Code, for July of the current year.

(3) "Income tax," "estimated income tax," and "withholding tax" mean any income tax, estimated income tax, and withholding tax imposed by a municipal corporation pursuant to applicable law, including at any time before January 1, 2016.

(4) "Interest rate as described in division (A) of this section" means the federal short-term rate, rounded to the nearest whole number per cent, plus five per cent. The rate shall apply for the calendar year next following the July of the year in which the federal short-term rate is determined in accordance with division (A)(2) of this section.

(5) "Return" includes any tax return, report, reconciliation, schedule, and other document required to be filed with a Tax Administrator or municipal corporation by a taxpayer, employer, any agent of the employer, or any other payer pursuant to applicable law, including at any time before January 1, 2016.

(6) "Unpaid estimated income tax" means estimated income tax due but not paid by the date the tax is required to be paid under applicable law.

(7) "Unpaid income tax" means income tax due but not paid by the date the income tax is required to be paid under applicable law.

(8) "Unpaid withholding tax" means withholding tax due but not paid by the date the withholding tax is required to be paid under applicable law.

(9) "Withholding tax" includes amounts an employer, any agent of an employer, or any other payer did not withhold in whole or in part from an employee's qualifying wages, but that, under applicable law, the employer, agent, or other payer is required to withhold from an employee's qualifying wages.

(B) (1) This section shall apply to the following:

(a) Any return required to be filed under applicable law for taxable years beginning on or after January 1, 2016;

(b) Income tax, estimated income tax, and withholding tax required to be paid or remitted to the Municipality on or after January 1, 2016 for taxable years beginning on or after January 1, 2016.

(2) This section does not apply to returns required to be filed or payments required to be made before January 1, 2016, regardless of the filing or payment date. Returns required to be filed or payments required to be made before January 1, 2016, but filed or paid after that date shall be subject to the ordinances or rules,, as adopted from time to time before January 1, 2016 of this Municipality.

(C) The Municipality shall impose on a taxpayer, employer, any agent of the employer, and any other payer, and will attempt to collect, the interest amounts and penalties prescribed in this section when the taxpayer, employer, any agent of the employer, or any other payer for any reason fails, in whole or in part, to make to the Municipality timely and full payment or remittance of income tax, estimated income tax, or withholding tax or to file timely with the Municipality any return required to be filed.

(1) Interest shall be imposed at the rate defined as "interest rate as described in division (A) of this section", per annum, on all unpaid income tax, unpaid estimated income tax, and unpaid withholding tax. This imposition of interest shall be assessed per month, or fraction of a month.

(2) With respect to unpaid income tax and unpaid estimated income tax, a penalty equal to fifteen percent of the amount not timely paid shall be imposed.

(3) With respect to any unpaid withholding tax, a penalty equal to fifty percent of the amount not timely paid shall be imposed.

(4) With respect to returns other than estimated income tax returns, the Municipality shall impose a monthly penalty of twenty-five dollars for each failure to timely file each return, regardless of the liability shown thereon for each month, or any fraction thereof, during which the return remains unfiled regardless of the liability shown thereon. The penalty shall not exceed a total of one hundred fifty dollars in assessed penalty for each failure to timely file a return.

(D) With respect to income taxes, estimated income taxes, withholding taxes, and returns, the Municipality shall not impose, seek to collect, or collect any penalty, amount of interest, charges or additional fees not described in this section.

(E) With respect to income taxes, estimated income taxes, withholding taxes, and returns, the Municipality shall not refund or credit any penalty, amount of interest, charges, or additional fees that were properly imposed or collected before January 1, 2016.

(F) The Tax Administrator may, in the Tax Administrator's sole discretion, abate or partially abate penalties or interest imposed under this section when the Tax Administrator deems such abatement or partial abatement to be appropriate. Such abatement or partial abatement shall be properly documented and maintained on the record of the taxpayer who received benefit of such abatement or partial abatement.

(G) The Municipality shall impose on the taxpayer, employer, any agent of the employer, or any other payer the Municipality's post-judgment collection costs and fees, including attorney's fees.

is hereby revised and amended to read as follows:

891.10 PENALTY, INTEREST, FEES, AND CHARGES.

(A) As used in this section:

(1) "Applicable law" means this chapter, the resolutions, ordinances, codes, directives, instructions, and rules adopted by the Municipality provided such resolutions, ordinances, codes, directives, instructions, and rules impose or directly or indirectly address the levy, payment, remittance, or filing requirements of a municipal income tax.

(2) "Federal short-term rate" means the rate of the average market yield on outstanding marketable obligations of the United States with remaining periods to maturity of three years or less, as determined under section 1274 of the Internal Revenue Code, for July of the current year.

(3) "Income tax," "estimated income tax," and "withholding tax" mean any income tax, estimated income tax, and withholding tax imposed by a municipal corporation pursuant to applicable law, including at any time before January 1, 2016.

(4) "Interest rate as described in division (A) of this section" means the federal short-term rate, rounded to the nearest whole number

per cent, plus five per cent. The rate shall apply for the calendar year next following the July of the year in which the federal short-term rate is determined in accordance with division (A)(2) of this section.

(5) "Return" includes any tax return, report, reconciliation, schedule, and other document required to be filed with a Tax Administrator or municipal corporation by a taxpayer, employer, any agent of the employer, or any other payer pursuant to applicable law, including at any time before January 1, 2016.

(6) "Unpaid estimated income tax" means estimated income tax due but not paid by the date the tax is required to be paid under applicable law.

(7) "Unpaid income tax" means income tax due but not paid by the date the income tax is required to be paid under applicable law.

(8) "Unpaid withholding tax" means withholding tax due but not paid by the date the withholding tax is required to be paid under applicable law.

(9) "Withholding tax" includes amounts an employer, any agent of an employer, or any other payer did not withhold in whole or in part from an employee's qualifying wages, but that, under applicable law, the employer, agent, or other payer is required to withhold from an employee's qualifying wages.

(B) (1) This section shall apply to the following:

(a) Any return required to be filed under applicable law for taxable years beginning on or after January 1, 2016;

(b) Income tax, estimated income tax, and withholding tax required to be paid or remitted to the Municipality on or after January 1, 2016 for taxable years beginning on or after January 1, 2016.

(2) This section does not apply to returns required to be filed or payments required to be made before January 1, 2016, regardless of the filing or payment date. Returns required to be filed or payments required to be made before January 1, 2016, but filed or paid after that date shall be subject to the ordinances or rules, as adopted from time to time before January 1, 2016 of this Municipality.

(C) The Municipality shall impose on a taxpayer, employer, any agent of the employer, and any other payer, and will attempt to collect, the interest amounts and penalties prescribed in this section when the taxpayer, employer, any agent of the employer, or any other payer for any reason fails, in whole or in part, to make to the Municipality timely and full payment or remittance of income tax, estimated income tax, or withholding tax or to file timely with the Municipality any return required to be filed.

(1) Interest shall be imposed at the rate defined as "interest rate as described in division (A) of this section", per annum, on all unpaid income tax, unpaid estimated income tax, and unpaid withholding tax. This imposition of interest shall be assessed per month, or fraction of a month.

(2) With respect to unpaid income tax and unpaid estimated income tax, a penalty equal to fifteen percent of the amount not timely paid shall be imposed.

(3) With respect to any unpaid withholding tax, a penalty equal to fifty percent of the amount not timely paid shall be imposed.

(4) (a) For tax years ending on or before December 31, 2022, with respect to returns other than estimated income tax returns, the Municipality shall impose a monthly penalty of twenty-five dollars for each failure to timely file each return, regardless of the liability shown thereon for each month, or any fraction thereof, during which the return remains unfiled regardless of the liability shown thereon. The penalty shall not exceed a total of one hundred fifty dollars in assessed penalty for each failure to timely file a return.

(b) For tax years ending on or after January 1, 2023 with respect to returns other than estimated income tax returns, the Municipality shall impose a penalty not exceeding twenty-five dollars for each failure to timely file each return, regardless of the liability shown thereon, except that the Municipality shall abate or refund the penalty assessed on a taxpayer's first failure to timely file a return after the taxpayer files that return.

(D) With respect to income taxes, estimated income taxes, withholding taxes, and returns, the Municipality shall not impose, seek to collect, or

collect any penalty, amount of interest, charges or additional fees not described in this section.

(E) With respect to income taxes, estimated income taxes, withholding taxes, and returns, the Municipality shall not refund or credit any penalty, amount of interest, charges, or additional fees that were properly imposed or collected before January 1, 2016.

(F) The Tax Administrator may, in the Tax Administrator's sole discretion, abate or partially abate penalties or interest imposed under this section when the Tax Administrator deems such abatement or partial abatement to be appropriate. Such abatement or partial abatement shall be properly documented and maintained on the record of the taxpayer who received benefit of such abatement or partial abatement.

(G) The Municipality shall impose on the taxpayer, employer, any agent of the employer, or any other payer the Municipality's post-judgment collection costs and fees, including attorney's fees. As used in this chapter:

SECTION 4. 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 5. 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 Mackin
President Smith
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Ordinance 42-2023

DATE: December 15, 2023



Subject Matter/Background

The Walter H. Drane Company has completed the updating and revision of the Codified Ordinances of the City.

Various ordinances of a general and permanent nature that have been passed by Council since the date of the last updating of the Codified Ordinances have been included in the Codified Ordinances of the City.

This Ordinance will update the Perrysburg Codified Ordinances to be in compliance with Ordinances passed by the City and the Ohio Revised Code.

Financial Review

There is no financial component to this Ordinance.

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 42-2023

AN ORDINANCE TO APPROVE THE EDITING AND INCLUSION OF CERTAIN ORDINANCES AS PARTS OF THE VARIOUS COMPONENT CODES OF THE CODIFIED ORDINANCES; TO PROVIDE FOR THE ADOPTION AND PUBLICATION OF NEW MATTER IN THE UPDATED AND REVISED CODIFIED ORDINANCES; TO REPEAL ORDINANCES IN CONFLICT THEREWITH; AND DECLARING AN EMERGENCY.

WHEREAS, the Walter H. Drane Company has completed the updating and revision of the Codified Ordinances of the City; and

WHEREAS, various ordinances of a general and permanent nature that have been passed by Council since the date of the last updating of the Codified Ordinances have been included in the Codified Ordinances of the City; and

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

Section 1: The editing, arrangement and numbering or renumbering of the following ordinances and parts of ordinances are hereby approved as parts of the various component codes of the Codified Ordinances of the City, so as to conform to the classification and numbering system of the Codified Ordinances:

<u>Ord. No.</u>	<u>Date</u>	<u>C.O. Section</u>
46-2022	8-16-22	266.11-1
55-2022	10-18-22	266.15-2
4-2023	4-4-23	267.01-2
Res. 5-2023	1-17-23	252.06
5-2023	2-21-23	1225.08
8-2023	4-4-23	252.052
11-2023	3-21-23	1250.41
12-2023	4-4-23	266.15-2
14-2023	6-6-23	1092.01
20-2023	5-16-23	280.05
21-2023	6-20-23	266.06-8

Section 2: The following sections of the Traffic and General Offenses Codes as amended, are hereby approved and adopted as amended, enacted or repealed so as to conform to enactments of the Ohio General Assembly:

Traffic Code

408.991	Committing an Offense While Distracted Penalty. (Amended)
440.08	Occupying Travel Trailer, Fifth Wheel Vehicle or Manufactured or Mobile Home While in Motion. (Amended)
434.01	OVI; Willful Misconduct; Speed. (Amended)
434.03	Maximum Speed Limits; Assured Clear Distance Ahead. (Amended)
434.12	Electronic Wireless Communication Device Use Prohibited While Driving. (Amended)
436.07	Driving Under Suspension or License Restriction. (Amended)
436.071	Driving Under OVI Suspension. (Amended)
436.072	Driving Under Financial Responsibility Law Suspension or Cancellation; Driving Under a Nonpayment of Judgment Suspension. (Amended)
436.073	Driving Without Complying With License Reinstatement Requirements. (Amended)
436.074	Driving Under License Forfeiture or Child Support Suspension. (Amended)
438.10	Lights, Emblems, and Reflectors on Slow-Moving Vehicles, Farm Machinery, Agricultural Tractors, and Animal-Drawn Vehicles. (Amended)
438.16	Number of Lights; Limitations on Flashing, Oscillating or Rotating Lights. (Amended)
438.23	Windshield and Windshield Wiper; Sign or Poster Thereon. (Amended)
442.01	Commercial Drivers Definitions. (Amended)
452.04	Parking Near Curb; Handicapped Locations on Public and Private Lots and Garages. (Amended)

General Offenses Code

606.01	General Provisions and Penalty Definitions. (Amended)
606.12	Failure to Report a Crime, Injury or Knowledge of Death. (Amended)
612.02	Sales to and Use By Underage Persons; Securing Public Accommodations. (Amended)
612.07	Open Container Prohibited. (Amended)
618.051	Cruelty to Companion Animals. (Amended)
618.06	Coloring Rabbits or Baby Poultry; Sale or Display of Poultry. (Amended)
618.21	Assaulting Police Dog or Horse or an Assistance Dog. (Amended)
624.01	Drug Abuse Control Definitions. (Amended)
624.03	Drug Abuse; Controlled Substance Possession or Use. (Amended)
624.04	Possessing Drug Abuse Instruments. (Amended)
624.12	Drug Paraphernalia. (Amended)
624.121	Marihuana Drug Paraphernalia. (Amended)
630.08	Raffles. (Amended)
636.02	Assault. (Amended)
636.05	Menacing. (Amended)
636.11	Endangering Children. (Amended)
636.18	Temporary Protection Order. (Amended)
642.02	Misdemeanor Theft. (Amended)
648.02	Disturbing a Lawful Meeting. (Amended)
648.12	Impeding Public Passage of an Emergency Service Responder. (Added)
660.18	Spreading Contagion. (Added)
666.01	Obscenity and Sex Offenses Definitions. (Amended)
666.06	Voyeurism. (Amended)
666.08	Procuring; Engagement in Sexual Activity for Hire. (Amended)
672.02	Carrying Concealed Weapons. (Amended)
672.04	Improperly Handling Firearms in a Motor Vehicle. (Amended)
672.14	Possessing Replica Firearm in School. (Amended)
698.02	Penalties for Misdemeanors. (Amended)

Section 3: All ordinances and resolutions and parts thereof that are in conflict with any of the provisions of the new matter approved, adopted and enacted by Section 2 hereof are hereby repealed, except as follows:

(a) The enactment of such new matter shall not be construed to affect a right or liability accrued or incurred under any legislative provision prior to the effective date of such enactment, or an action or proceeding for the enforcement of such right or liability. Such enactment shall not be construed to relieve any person from punishment for an act committed in violation of any such legislative provision or to affect an indictment or prosecution therefor. For such purposes, any such legislative provision shall continue in full force notwithstanding its repeal for the purposes of revision and recodification.

(b) The repeal provided above shall not affect any legislation enacted subsequent to July 1, 2023.

Section 4: The Clerk of Council, pursuant to Perrysburg City Charter, Article III, Section 11.0E, shall cause to be published in the manner required by law notice of the enactment of new matter contained in the July 2023 Replacement Pages. The Clerk shall, as required by the City Charter, Article III, Section 12.0A, post a copy of this Adopting Ordinance thereto in the Perrysburg Municipal Building for a period of not less than fifteen (15) days.

All sections and subsections of the July 2023 Replacement Pages, without an ordinance or resolution history or with the words "Adopting Ordinance" at the end thereof, are or contain new matter ordained by this Adopting Ordinance, which new matter is listed as enacted in Section 2 of this ordinance.

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

Section 6: This Ordinance is hereby declared to be an emergency measure and should take effect and be in force immediately from and after its passage and approval by the Mayor. The reason for the emergency lies in the fact that this Ordinance is necessary for the immediate preservation of the public health and safety of the citizens of the City of Perrysburg, Wood County, Ohio.

Ord 42-2023

President of Council

Mayor

PASSED _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR

TO: Mayor Mackin
President Smith
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Res 121-2023

DATE: October 26, 2023



Subject Matter/Background

The Ohio Bureau of Workers' Compensation (BWC) has certain grant funds through its Firefighter Exposure to Environmental Elements Grant (FEEEG) Program, which may be available to the City of Perrysburg, Ohio, pursuant to an application process. The BWC uses FEEEG to partner with Ohio employers to minimize exposure to dangerous environmental elements. The program is available to eligible Ohio employers who wish to purchase qualified/allowed items for optimal protection against these exposures.

The City of Perrysburg is an eligible employer with reported payroll of \$500,000 or more, which allows the City to apply for up to Fifteen Thousand Dollars and Zero Cents (\$15,000.00), at a 5-to-1 match. That is for every \$5 from BWC, the employer's contribution is \$1. The Fire Division intends to apply for funding for one (1) source capture diesel exhaust system and thirty-four (34) barrier hoods.

The total budget for the source capture diesel exhaust system and the barrier hoods is Seventeen Thousand Nine Hundred Thirty-Six Dollars and Twenty-Five Cents (17,936.25), of which the City would contribute Two Thousand Nine Hundred Eighty-Nine Dollars and Thirty-Seven Cents (\$2,989.37) and the BWC grant, if awarded, would contribute Fourteen Thousand Nine Hundred Forty-Six Dollars and Eighty-Eight Cents (\$14,946.88).

Financial Review

Account#: 1110-21233-53825 (2024)

Legal Review

This legislation has been reviewed and is appropriately before you.

RESOLUTION 121-2023

A RESOLUTION AUTHORIZING THE PERRYSBURG FIRE DIVISION TO PURSUE GRANTS THROUGH THE OHIO BUREAU OF WORKERS' COMPENSATION IN AN AMOUNT NOT TO EXCEED FIFTEEN THOUSAND DOLLARS AND ZERO CENTS (\$15,000.00)

WHEREAS, the Ohio Bureau of Workers' Compensation (BWC) has certain grant funds through its Firefighter Exposure to Environmental Elements Grant (FEEEG) Program, which may be available to the City of Perrysburg, Ohio, pursuant to an application process; and,

WHEREAS, the BWC uses FEEEG to partner with Ohio employers to minimize exposure to dangerous environmental elements. The program is available to eligible Ohio employers who wish to purchase qualified/allowed items for optimal protection against these exposures; and,

WHEREAS, the City of Perrysburg is an eligible employer with reported payroll of \$500,000 or more, which allows the City to apply for up to Fifteen Thousand Dollars and Zero Cents (\$15,000.00), at a 5-to-1 match. That is for every \$5 from BWC, the employer's contribution is \$1; and,

WHEREAS, the Fire Division intends to apply for funding for one (1) source capture diesel exhaust system and thirty-four (34) barrier hoods; and,

WHEREAS, the total budget for the source capture diesel exhaust system and the barrier hoods is Seventeen Thousand Nine Hundred Thirty-Six Dollars and Twenty-Five Cents (17,936.25), of which the City would contribute Two Thousand Nine Hundred Eighty-Nine Dollars and Thirty-Seven Cents (\$2,989.37) and the BWC grant, if awarded, would contribute Fourteen Thousand Nine Hundred Forty-Six Dollars and Eighty-Eight Cents (\$14,946.88).

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

SECTION 1. The Fire Division is authorized to apply for grant funds through the BWC's FEEEG program to defray certain costs of protective equipment for the Perrysburg Fire Department.

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

Res 121-2023

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

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

President of Council

Mayor

PASSED: _____

ATTEST: _____

APPROVED: _____

TO: Mayor Mackin
President Smith
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Resolution 142-2023

DATE: December 15, 2023



Subject Matter/Background

The City of Perrysburg, is seeking to engage services for updating the zoning code. The City released a Request for Proposal (RFP) on September 13, 2023 to solicit qualified firms to draft the zoning code update in which one (1) submittal was received from McBride Dale Clarion.

Following an internal review of the proposal McBride Dale Clarion was selected as they are qualified based upon the firm's experience and professional expertise.

The Planning and Zoning Administrator did reference checks on the firm, which included calling or emailing each city/representative listed and all the references all had very positive feedback about their working experience with this firm and specifically Elizabeth Fields, the proposed project manager.

The total cost of the project is expected to be \$120,000.00.

This Resolution authorizes the Mayor and Director of Finance to enter into an agreement with McBride Dale Clarion to update the Zoning Code, at a price not to exceed One Hundred Twenty Thousand Dollars and Zero Cents (\$120,000.00).

Financial Review

Account: 1100-51234-53999

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

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

RESOLUTION 142-2023

**A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR
AND DIRECTOR OF FINANCE TO ENTER INTO AN AGREEMENT
WITH MCBRIDE DALE CLARION TO UPDATE THE ZONING
CODE AT A COST NOT TO EXCEED ONE HUNDRED AND
TWENTY THOUSAND DOLLARS AND ZERO CENTS (\$120,000.00);
AND DECLARING AN EMERGENCY**

WHEREAS, the City of Perrysburg, is seeking to engage services for updating the zoning code; and,

WHEREAS, the City released a Request for Proposal (RFP) on September 13, 2023 to solicit qualified firms to draft the zoning code update in which one (1) submittal was received; and,

WHEREAS, following an internal review of the proposal McBride Dale Clarion was selected as they are qualified based upon the firm's experience and professional expertise; and,

WHEREAS, the total cost of the project is expected to be \$120,000.00; and,

WHEREAS, at its December 6, 2023 meeting the Planning and Zoning Committee of Council 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 McBride Dale Clarion to update the Zoning Code, at a price not to exceed One Hundred Twenty Thousand Dollars and Zero Cents (\$120,000.00).

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

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

necessary steps to engage McBride Dale Clarion in a timely manner to ensure pricing and availability, 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: _____



PROPOSAL & QUALIFICATIONS FOR
PERRYSBURG, OH
ZONING CODE UPDATE

SUBMITTED BY
McBride Dale Clarion
with
Bricker Graydon LLP



5721 Dragon Way, Suite 300
Cincinnati, Ohio 45227
www.mcbridedale.com

October 20, 2023

Brodin L. Walters
Planning and Zoning Administrator
City of Perrysburg
201 West Indiana Avenue
Perrysburg, OH 43551

RE: Zoning Code Update

Dear Mr. Walters:

Thank you for the opportunity to submit our qualifications and proposal to assist the City of Perrysburg with an update to your Zoning Code. The planners of McBride Dale Clarion (MDC) have extensive experience and expertise in assisting local government clients in the preparation of zoning codes, design guidelines, comprehensive plans, downtown plans, and strategic plans throughout Ohio and across the nation.

Our team has a track record of engaging and productive public outreach; data backed analysis; and user-friendly, graphically strong documents. We understand that this is an opportunity to draft a new Zoning Code, giving specific emphasis to parking standards, landscaping, zoning districts, permitted uses and use standards, signage, and more. We feel uniquely suited to these tasks with our comprehensive experience in the domains of both code drafting and regulatory implementation as planning staff.

We are very excited about the possibility of working with you and the City of Perrysburg and welcome an opportunity to discuss our proposal with you. I am the Public Planning Manager at McBride Dale Clarion and will serve as the primary contact for the project. Please do not hesitate to contact me should you have any questions or need additional information to evaluate our submittal. We are always open to refining our approach, budget, and schedule to best suit the needs of the city.

Sincerely,

A handwritten signature in black ink, appearing to read "Elizabeth Fields".

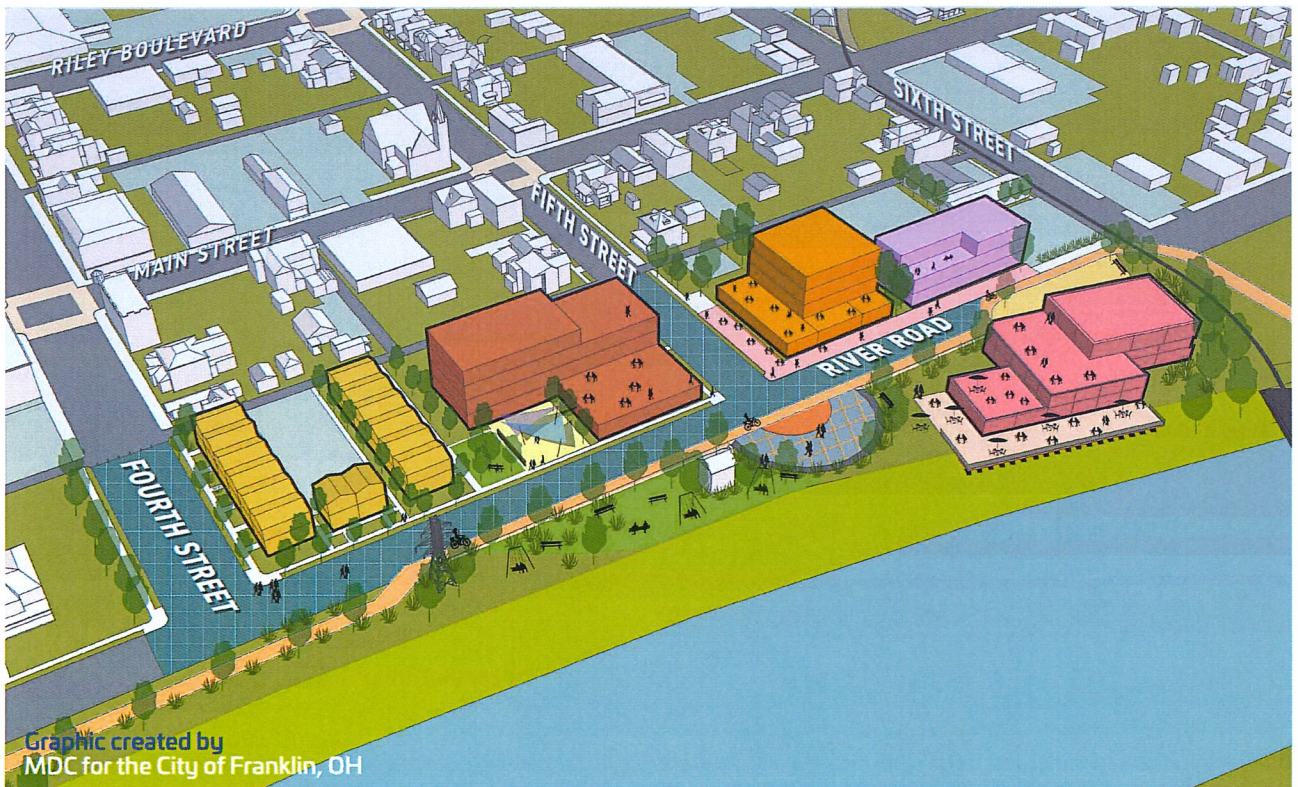
Elizabeth Fields
Public Planning Manager
P: 970.682.0801
E: efields@mcbridedale.com

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INTRODUCTION

McBride Dale Clarion with **Bricker Graydon** is excited about the opportunity to assist the City of Perrysburg with their Zoning Code update. We think you will find our team has extensive experience applicable to the city's desired final outcome. Our team of planners and attorneys has extensive experience with drafting zoning regulations that are up to date with all applicable laws and legally defensible, creating modern and easily navigable codes, producing graphics to illustrate development regulations, and leading engaged processes that result in planning and zoning codes that are easy to understand and implement.





www.mcbridedale.com

McBride Dale Clarion (MDC) is a consulting firm based in Cincinnati, Ohio, whose staff focuses on comprehensive and land use planning, zoning codes, and development services. Anne McBride and Greg Dale founded MDC in 1999. The professionals at MDC strive to provide customized services to all of our clients. Our planners consistently produce award winning plans. We assist clients across the country and navigate planning processes and stakeholder engagement to create implementable plans with a perspective in both the public and private sectors of development

We are experts in...

- › Zoning regulations
- › Comprehensive plans
- › Downtown plans and strategies
- › Architectural and development guidelines or standards
- › Neighborhood plans and design standards
- › Area plans
- › Land use plans
- › Redevelopment and development plans
- › Citizen participation strategies
- › Sustainable development practices
- › Client representation with communities
- › Multi-jurisdictional and regional planning

CONTACT

Elizabeth Fields
5721 Dragon Way, Suite 300
Cincinnati, Ohio 45227
970.682.0801
efields@mcbridedale.com

Our philosophy... is to focus on community values, the regulatory, fiscal and administrative capacities, and the recognition of the form and function of the built and natural environment as the framework to provide direction on our planning products.

We believe the most successful planning processes are built around the following concepts:



Respect Individual Community Character And Values

- › Identify community character and specific design preferences
- › Draft innovative plans and recommendations to ensure that new development respects and protects established community character.



Sound Intelligent Information

- › Thoroughly understand the technical realities of executing a vision in the community.
- › Analyze existing guidelines and processes in detail.
- › Employ transparent issue identification processes and establish a solid foundation for the planning process



Practical Actions

- › Successfully blend creative thinking with hard-nosed and realistic plans that work efficiently in practice
- › Use a range of tools and systems to ensure convenient use of plans and guidelines



A Forward Thinking Approach

- › Create plans that help diverse communities remain flexible and adaptable in the face of changing trends and technologies
- › Incorporate practises and tools that help plans remain responsive and relevant in the global context

How we engage...

As experienced planners we understand that plans and codes are the most useful when drafted with the guidance and input of the community. Over the course of our extensive planning career, we have developed a range of engagement tools and strategies that can help us understand local needs and creative positive dialogue with the community and stakeholders. Our proposed process involves utilizing a combination of these tools to stay in conversation with the community through every step of the update process.

We offer a variety of community engagement mediums including:

IN PERSON

- › Workshops
- › Map exercises
- › Visual preference surveys
- › Visioning and goals discussion exercise
- › Advisory Committee meetings*
- › Stakeholder meetings
- › Focus group meetings
- › Public presentations
- › Open House events

VIRTUAL

- › Online surveys
- › Website
- › E-mail notifications
- › Project branding to strengthen effort and garner support
- › Flyers and newsletters
- › Social media content
- › Web based story map applications
- › Mobile application

We pride ourselves on our ...



User Friendly Plans & Codes

Our documents are easily readable and navigable on screens, and can be easily printed. We use interactive links and navigation tools in plans and codes to eliminate confusion about cross references or related recommendations.



Graphic Rich Documents

A picture conveys more than words and we utilize graphics and illustrations to present plans that are readable and easy to understand.



Happy Clients

McBride Dale Clarion has a proven track record of successful planning processes and happy clients. The proof is our repeat work!



Overview

About Bricker Graydon

Bricker Graydon is a leading law firm, comprised of nearly 200 lawyers spread across eleven offices located in Ohio, Kentucky and Indiana. Our firm is large enough to provide effective and sophisticated counsel across a wide variety of industries and practice areas, while also delivering highly personalized service and access to our most experienced attorneys. Providing innovative legal services to public entities throughout the state is a key component of our firm's foundation, and we have been advocating for the interests of political subdivisions for over 77 years.

Bricker Graydon represents more than 1,000 political subdivisions in a variety of legal matters. We have established ourselves as a "go-to" law firm for public sector law and have dozens of attorneys who focus their practice exclusively on public law matters. Our specific experience on behalf of public clients includes general board/trustee counsel services, real estate and land use, economic development, construction, employment and labor, levy and finance, real estate, environmental, construction, and litigation and tax matters.

Our extensive experience working with Ohio political subdivisions includes representing the State of Ohio, counties, municipalities, villages, townships, state universities, public school districts, water and sewer districts, special improvements districts and the like.

The depth and breadth of experience, our enthusiasm for the work we perform, and the relationships we forge with our clients distinguishes the Bricker Graydon legal team from others.

Bricker Graydon Experience and Qualifications

Our attorneys address all land use matters and legal analysis, ranging from initial project development consultation and strategy planning to zoning applications and filings with political subdivisions to legal challenges of adverse land use decisions. Our experience includes zoning process and filing, survey, site development plan, title review, rights-of-way and proof of insurance. We regularly represent both public and private sector clients and consult on zoning and land use projects of all sizes and complexities.

Lawyers in our land use practice routinely advise political subdivisions, school districts and public entities with zoning questions, annexation issues, economic development and land use planning and strategies to assist local communities with targeted, sustainable and comprehensive growth opportunities. We also regularly appear both before and on behalf of various planning and zoning authorities, boards of zoning appeals, planning and development commissions, and city, village, township and county administrative bodies that impact zoning decisions.

If there are any questions, or if additional information is required regarding our experience and qualifications, please contact Ben Yoder at 513 870 6024 or byoder@brickergraydon.com.

OUR APPROACH

1

Initiate

2

Evaluate

3

Draft

4

Adopt

Our team includes industry leading planners and attorneys with extensive experience managing complex multidimensional plans, codes, and regulatory work. We propose to steward the process of updating the City of Perrysburg's Zoning Code with a four phase work plan that is supported throughout by stakeholder engagement. We will achieve the deliverables by calling on the experts in our team. Our team will work as an extension of staff to blend our national experience with your intimate knowledge of the community. Based on your objectives and the scope of work, we suggest the following approach. We are always open to discuss the proposed project approach, timeline, and budget in order to create a scope of work that exactly matches the needs and desires of your community.

Phase 1

INITIATE

The project will begin with some basic key steps that include familiarizing ourselves with the existing regulations of the code and meeting with people who use the code on a regular basis to identify parts of the code that work well, areas of concern, and ideas for improvements. This could include representatives from the City Council, Planning Commission, Board of Zoning Appeals, community stakeholders, and staff who frequently work with and/or use the code.

During the initiate phase, the team will also nail down the project timeline, meeting schedule, and communication protocol. The Advisory Committee for the project will be identified in this phase and the first meeting of the committee will occur. Additional public engagement will include a community forum event to obtain feedback on the proposed code from the general public.

Phase 1

Budget : \$10,000

Duration : 2 month

of Trips : 1

Key Tasks :

- › Draft the project management and engagement plan
- › Review relevant codes and plans, variance applications, and development applications
- › Establish the Advisory Committee
- › Kick-off meeting with MDC and city staff
- › Reconnaissance tour with staff
- › Community forum meeting
- › Interviews with city officials and stakeholders
- › Advisory Committee meeting #1 - Kick-off meeting
- › Provide 10 copies of summary memorandum on the community forum and meetings with the advisory committee and stakeholders

Staff Role in this Phase :

- › Provide information and data as requested
- › Arrange, schedule, and attend meetings
- › Review and respond to the content of deliverables in a timely fashion
- › Establish the Advisory Committee and organize first meeting
- › Provide relevant GIS shapefiles to MDC for the zoning map update

Phase 2

EVALUATE

In Phase 2, we will use the feedback and information gathered to produce a thorough evaluation of the current regulations and recommendations for the updated code. This evaluation may address ways in which the current regulations are ineffective or frustrating, ways to make the updated document more user-friendly, additional or revised regulations that would improve and progress the city's development regulations and planning objectives, methods of incorporating adaptable development practices, and recommended updates to the zoning map. Bricker Graydon will aid MDC in the evaluation of the current regulations and provide feedback on changes in relevant federal and state case and statutory law.

A proposed template and outline for the new regulations will also be created to ensure that the city agrees on the plan of attack for the update along with the new design and flow of the code.

Phase 2

Budget : \$20,000

Duration : 2 months

of Trips : 2

Key Tasks :

- › Draft the technical review report, code template, and code outline
- › Review report, template, and outline with staff
- › Advisory Committee meeting #2 - Review technical review report, code template, and outline
- › Finalize the report, template, and outline based on comments received
- › Provide 10 copies of the technical review report
- › Provide 10 copies of the proposed outline and format of the code

Staff Role in this phase :

- › Provide information and data as requested
- › Arrange, schedule, and attend meetings
- › Review and respond to the content of deliverables in a timely fashion

Phase 3

DRAFT

Based on the findings from the technical review report, we will start drafting the updated regulations in the new format. We propose to draft the updated regulations in modules. This allows staff and the public to review and comment on each module individually. We proposed to divide the code into 4 main modules.

- › **Module 1:** Zoning districts, uses, dimensional standards, and design/use standards
- › **Module 2:** Parking, landscaping, signage, and lighting
- › **Module 3:** Administration and general regulations
- › **Module 4:** Subdivision regulations and definitions

MDC will revise each module after receiving comments by staff and the public and will incorporate each one into a consolidated draft zoning code. During this phase, MDC will also work with staff to update the zoning map. Public engagement during this phase will include a meetings with the Advisory Committee and community forums to review each module.

Phase 3

Budget : \$70,000

Duration : 8 months

of Trips : 4

Key Tasks :

- › Draft the updated regulations for each module and review with staff
- › Revisions to the updated regulations based on staff's comments
- › Advisory Committee meetings #3-6 - to review each module
- › Community forums to review each module
- › Finalize each module based on the advisory committee meetings and community forums
- › Provide 20 copies of each draft module

Staff Role in this phase :

- › Arrange, schedule, and attend meetings and engagement events
- › Review and respond to the content of deliverables in a timely fashion

Phase 4

ADOPT

MDC will prepare the consolidated draft of the new regulations and prepare for adoption proceedings. This phase will make sure that the entire code is aligned and consistent. We will also finalize the code form including creating any final graphics, incorporating interactive elements, and finalizing section references. The final draft will be reviewed by Bricker Graydon to ensure compliance with all applicable laws and recent court cases and presented to the advisory committee. We also recommend having a joint workshop with the planning commission and city council before the adoption process begins to ensure there is plenty of time to answer questions or make any final changes that are requested.

The adoption process will begin once staff has approved the final draft and all remaining edits have been completed. MDC will be available to present the updated code to both the planning commission and the city council. Once adopted, the team will provide paper and electronic copies of the code and map along with original copies of graphics and maps to city staff.

Phase 4

Budget : \$20,000

Duration : 2-4 months

of Trips : 3

Key Tasks :

- › Finalize the updated code and zoning map
- › Drafting of the illustrated summary handbook
- › Advisory Committee meeting (#7)
- › Community forum to review final draft
- › Workshop with planning commission and city council
- › Review of updated code by Bricker Graydon
- › Adoption proceedings
- › Provide ten (10) copies of the proposed zoning map changes and supporting text
- › Provide ten (10) copies of the revised proposed code before adoption
- › Provide hard copies and an electronic copy of the adopted zoning code

Staff Role in this phase :

- › Arrange, schedule, and attend meetings and engagement events
- › Coordinate adoption proceedings
- › Review and respond to the content of deliverables in a timely fashion

EXAMPLE ZONING CODE OUTLINE

Included below is an outline that MDC created for the City of Fairfield, Ohio for an update to their planning and zoning code.

Chapter 1: General Provisions

- › Purpose
- › Title
- › Interpretation of Standards
- › Validity and Repeal
- › Conformance Required
- › Severability
- › Transition Rules
- › Graphics, Illustrations, Figures, and Cross-References
- › Alignment with City Plans
- › How to Use the Code

Chapter 2: Zoning Regulations

- › Zoning Districts and Map
- › Zoning District Purpose Statements
- › Annexations
- › Conformance Requirements

Chapter 3: Use Regulations

- › Use Table
- › General Use Regulations
- › Residential Use Standards
- › Commercial and Mixed Use Standards
- › Industrial Use Standards
- › Accessory Use Standards
- › Temporary Use Standards
- › Special Use Standards

Chapter 4: Dimensional and Design Standards

- › Purpose
- › Residential Dimensional Standards
- › Commercial, Mixed Use, and Industrial Dimensional Standards
- › Measurements and Computations
- › Design Standards

Chapter 5: Overlays and Special Districts

- › Planned Unit Developments
- › Airport Overlay
- › Overlay Districts
- › Conformance Requirements

Chapter 6: Parking and Loading

- › Purpose
- › Applicability
- › Parking Requirements
- › Development and Maintenance
- › Off-Street Loading Spaces
- › Modifications

Chapter 7: Landscaping and Buffering

- › Purpose
- › Applicability
- › Landscape Plan Required
- › Buffering Requirements
- › Easements, Rights-of-Way, and Setbacks
- › Plant Species
- › Planting and Installation Standards
- › Parking and Vehicular Use Area Landscaping Requirements
- › Tree Preservation
- › Modifications
- › Maintenance
- › Enforcement

Chapter 8: Fences, Hedges, and Walls

- › Purpose
- › Applicability
- › Location Regulations
- › Design Regulations

- › Review Process
- › Retaining Walls

Chapter 9: Outdoor Lighting

- › Purpose
- › Applicability
- › Exemptions
- › Lighting Plan
- › Outdoor Lighting Regulations

Chapter 10: Signs

- › Purpose
- › Applicability
- › General Regulations
- › Exempted Signs
- › Prohibited Signs
- › General Sign Regulations
- › Residential Sign Regulations
- › Commercial, Mixed Use, and Industrial Sign Regulations
- › Temporary Sign Regulations
- › Sign Measurement Standards
- › Sign Illumination Standards
- › Sign Landscaping
- › Sign Permitting and Construction Standards
- › Maintenance of Signs
- › Removal of Signs

Chapter 11: Administration and Procedures

- › Purpose
- › Summary Table of Procedures
- › Common Review Requirements
- › Zoning Text and Map Amendments
- › Conditional Uses
- › Variances
- › Site Plan Review
- › Subdivision Procedures

- › Appeals of an Administrative Decision
- › Zoning Certificate
- › Certificate of Occupancy
- › Review and Decision Making Bodies
- › Pre-Existing Developments and Non- conformities
- › Enforcement and Penalties
- › Fees

Chapter 12: Definitions

- › Purpose
- › Rules and Interpretation
- › Defined Words

Chapter 13: Subdivision Regulations

- › Purpose
- › Authority
- › Administration
- › Interpretation and Conflict
- › Enforcement
- › Fees

Chapter 14: Subdivision Procedures

- › Purpose
- › Applicability
- › Overview
- › Pre-Application Meeting
- › Preliminary Plat
- › Construction Plans
- › Final Plat
- › As-Built Plans

Chapter 15: Modifications and Exceptions

- › Minor Subdivisions
- › Re-plats
- › Planned Unit Development Exceptions
- › Modifications

Chapter 16: Subdivision Bonds

- › Performance Bonds
- › Maintenance Bonds
- › Sidewalk Bonds
- › Types of Bonds

Chapter 17: Subdivision Design Standards

- › Street Classifications
- › Street Design
- › Block Design
- › Lot Design
- › Modifications

Chapter 18: Construction Requirements

- › Design Construction and Material Specification
- › Excavating and Filing of Land
- › Construction Procedures
- › Design, Construction, and Material Requirements
- › Monuments and Markers

Chapter 19: Storm Drainage and Sediment Control

- › General Requirements
- › Enforcement
- › Drainage and Grading Plan
- › Sedimentation Control Plan
- › Detention/Retention of Stormwater
- › Flooding Restrictions
- › Design of Storm Sewers
- › Sanitary Sewers and Water Supply

Chapter 20: Electric and Communication Utilities

- › Underground Utilities
- › Street Lighting

Chapter 21: Street Trees

- › General Requirements
- › Approved and Prohibited Trees and Spacing

Chapter 22: Subdivision Application Submittal Requirements

- › Preliminary Plat Submittal Requirements
- › Final Plat Submittal Requirements
- › Construction Plans Submittal Requirements

PROPOSED FEE & SCHEDULE

We propose to complete the project at hand for \$120,000 and within an approximate 12-14 month time frame, including the adoption proceedings. This is a very ambitious schedule, therefore, the process could be expanded to accommodate anticipated adoption times by the city, or for holidays, extended review periods, and meeting schedules as needed. Additionally, **we are always open to adjusting the approach, budget, and project timeline** to best meet the needs of the city.

Budget Overview

The project budget shown below is inclusive of all professional services provided, off-site and on-site meetings and all direct costs such as copies or mileage.

	Estimated Cost
Initiate	\$10,000
Evaluate	\$20,000
Draft	\$70,000
Adopt	\$20,000
Project Total	\$120,000

Personnel Hourly Rates

The following are the hourly rates for the primary project personnel. The team may also utilize lower cost personnel for certain elements of the process.

McBride Dale Clarion

Project Manager - \$145/hour
Planner - \$95/hour
Additional Support-\$65/hour

Bricker Graydon

Ben Yoder - \$395/hour
Carly Sherman - \$295/hour

The proposed approach includes 9 trips. If additional trips are warranted, they would each cost approximately \$2,500. That would include 6 hours of driving round trip, a hotel for one night, and 8 hours of on-site work time.

364 miles round trip - \$240

Hotel room one night - \$150

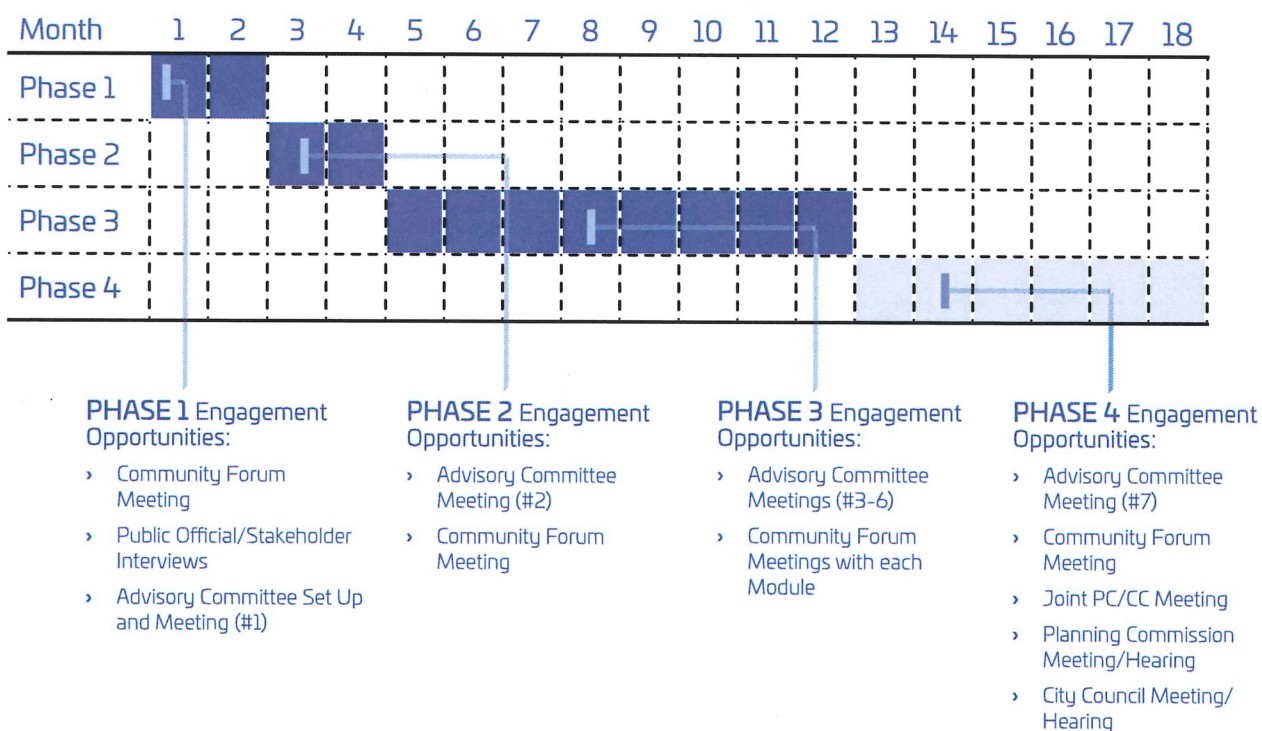
6 hours of driving time and 8 hours of on-site time for the project manager = \$2,030

Meals = \$80

Project Schedule

We recommend an approximate 12 month schedule to prepare the public review draft with an additional 2-6 months for the code's final review and adoption. This allows for an efficient process that manages participant fatigue while maintaining adequate momentum and a sense of accomplishment. However, this process could be expanded to accommodate for holidays, extended review periods, and meeting schedules as needed.

■ Production
■ Final Review/Adoption



Project Availability Statement

Our team schedules work out 6-12 months in advance and while we like to stay busy, we always commit resources to our projects to stay on time. Elizabeth Fields will serve as the primary contact for the team and will coordinate schedules and communications between the client and consultant team. We will also hold regular project management meetings to keep you apprised of the status and progress.

OUR EXPERIENCE

McBride Dale Clarion brings a wealth of planning know-how and code expertise. Our planners consistently produce award winning plans and ordinances. As a firm, we have our feet firmly in both the public realm (staff services, producing plans and codes for various government entities) and the private domain (consulting services for various corporations). This gives us excellent perspective on the breadth and width of the planning experience, ranging between initial community visioning to implementing /utilizing ordinances. We offer this unique knowledge and our visioning, code drafting, and project management skills for the Zoning Code Update effort.



Our Award Winning Projects



SPRINGDALE, OHIO

Plan Springdale: Comprehensive Plan

2023 APA Ohio Best Comprehensive Plan for a Small Jurisdiction (less than 100,000 people)

DUBLIN, OHIO

Dublin Historic Design Guidelines

2022 State Historic Preservation Office Awards by the Ohio History Connection



WILLIAMSON COUNTY, TENNESSEE

Comprehensive Land Use Plan

2020 Excellence in Land Use Initiatives Award by the Greater Nashville Regional Council (GNRC)

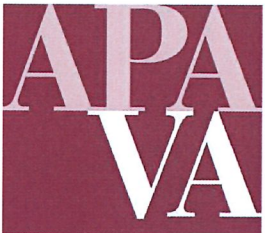
2008 Tennessee APA Outstanding Comprehensive Plan Award for a Large Community



PORTSMOUTH, VIRGINIA

Build One Portsmouth: Comprehensive Plan

2019 APA Award for Resilient Virginia Community of the Year - In association with Clarion Associates, The Miles Agency, TischlerBise, UNC Asheville, planning NEXT & Kimley-Horn



CITY OF COLUMBIA & RICHLAND COUNTY, SOUTH CAROLINA

Plan Together

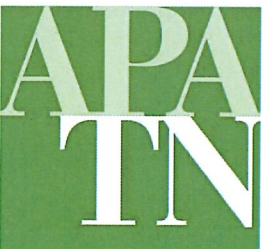
2016 SCAPA Outstanding Multi-Jurisdictional Plan - In association with Clarion Associates & planning NEXT



CINCINNATI, OHIO

Plan Cincinnati: A Comprehensive Plan for the Future

2014 Daniel Burnham Award for a Comprehensive Plan and 2013 Ohio APA Outstanding Plan - In association with planning NEXT



COLUMBUS, OHIO

East Franklinton Creative Community District Plan

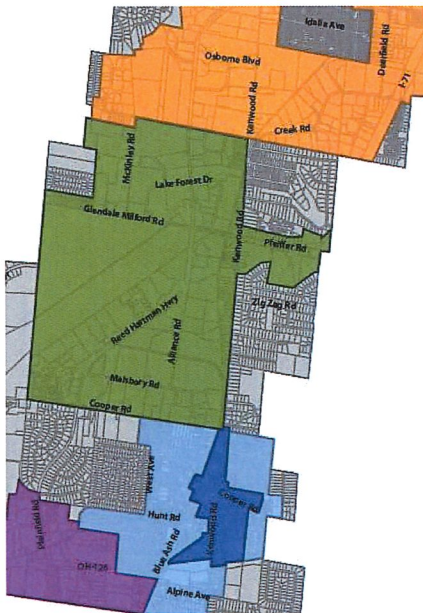
2013 National Planning Excellence Award for Innovation in Economic Development & Planning - In association with Goody Clancy & planning NEXT

WILLIAMSON COUNTY, TENNESSEE | ZONING ORDINANCE

2013 Tennessee APA Award for Best Implementation Project and 2013 Greater Nashville Regional Council's Local Government Award

Land Use Plan & Zoning Code Update

CITY OF BLUE ASH, OHIO



Project Status :

Land Use Plan - Adopted 2015
Zone Code Update - Adopted 2017

Team :

Elizabeth Fields,
Greg Dale

Reference :

Kelly Harrington
Assistant City Manager
Blue Ash, OH
P: 513.745.8503
E: kharrington@blueash.com

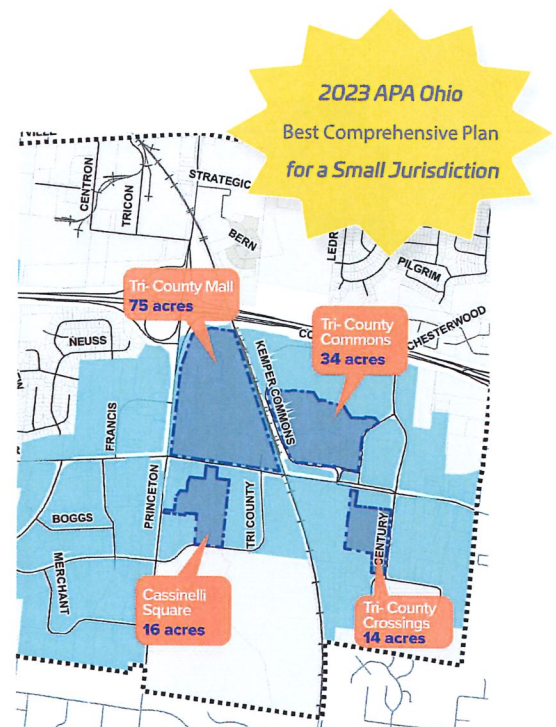
Project Brief: In 2014, the city retained McBride Dale Clarion to update the City of Blue Ash's Land Use Plan and Zoning Code. The land use plan, which was adopted by the city in June of 2015, is a graphically-rich vision document that focuses on development form, scale, and character. Key recommendations include mixed-use development, landscape buffers, and improved connectivity.

The plan divides the city into six unique planning areas wherein their unique vision, goals, and appropriate land uses are defined. The land use plan update set the foundation for the zoning code update, which was adopted in January 2017.

The code update included innovative techniques including a market-led parking regulation, new zoning districts that align with the plan's boundaries, and citywide architectural standards.

Comprehensive Plan Update, Zoning Code Update, & Staff Services

CITY OF SPRINGDALE, OHIO



Project Status :

Adopted 2022

Team :

Elizabeth Fields
Greg Dale
Swapna Natesh Babu

Reference :

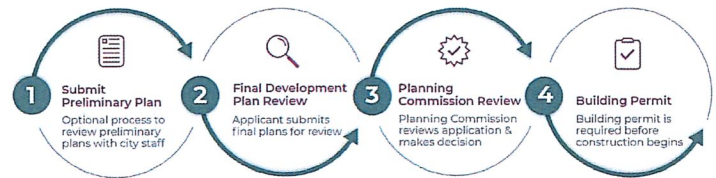
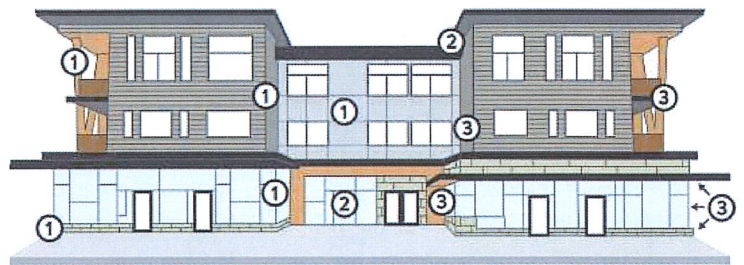
Andy Kuchta
Economic Development Director
Springdale, OH
P. 513.346.3977
E: akuchta@springda

Project Brief: In 2020, MDC worked with the City of Springdale to update their Comprehensive Plan: Plan Springdale. Based on the feedback from staff and the public, the plan thoroughly evaluates the current conditions of the economy, housing stock and public services, and presents a community driven framework that can help the city go about revitalizing Springdale and re-branding the city as a regional attraction. The plan also highlights development opportunities present around the under-utilized, large lot commercial structures within the city and provides guidelines for adaptive reuse and redevelopment. The plan was successfully adopted in Spring 2022.

MDC has also maintained a long standing and successful professional relationship with the City of Springdale and has assisted the city on numerous occasions in the past. Our team helped update their Zoning Ordinance in 2015 and have been previously retained to update their code multiple times. MDC's Anne McBride, FACIP (with support from Elizabeth Fields, AICP), serves as Springdale's staff planner and regularly assists the city with regulatory processes and services.

Planning and Zoning Code

CITY OF BROOKLYN, OHIO



Project Status :
Adopted 2023

Team :
Elizabeth Fields
Leonard Kendall

Reference :
Jeremy Rowan
Economic Development Director/
City Planner
City of Brooklyn, OH
P. 216.635.4289
E: jrowan@brooklynohio.gov

Project Brief: Brooklyn, Ohio retained McBride Dale Clarion in 2021 to update their Planning and Zoning Code. The focus of this project was to modernize and simplify their regulations, while also creating a code that implemented the recommendations of their recently adopted Master Plan. The major updates to the city's code include a complete restructure of the code template, design, and flow. New regulations were drafted for landscaping, lighting, architectural design, and use-specific standards that don't exist in their current code. Many of their existing regulations were also updated including the sign chapter, permitted uses, and administrative procedures.

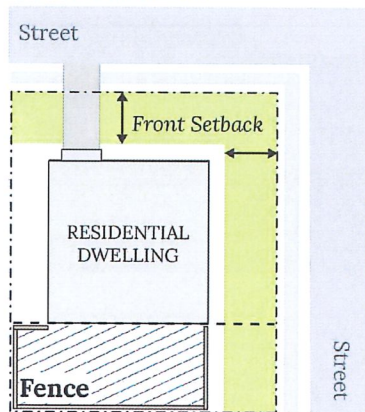
The update process included extensive public engagement opportunities with public meetings, open houses, advisory committee meetings, and updates to City Council occurring at every major stage of the project. A project website has been utilized to share updates with the public, provide drafts of the proposed regulations for review and comment, and to allow people to watch video recordings of many of the public presentations.

Visit the project website: www.brooklynohzoning.com

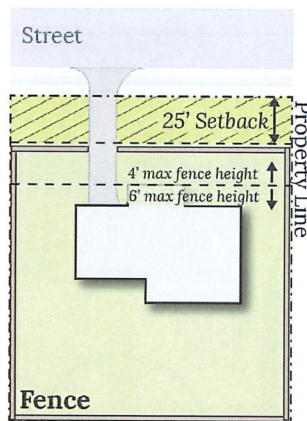
Zoning Code Update

WEST CHESTER TOWNSHIP, OHIO

Corner Lot *in a recorded subdivision*



Fences in the CBD



Project Status :

In Process - anticipated adoption
Spring 2023

Team :

Elizabeth Fields
Swapna Natesh Babu

Reference :

Tim Dawson
Township Planner
West Chester Township, OH
P. 513.759.7333
E: tdawson@westchesteroh.gov

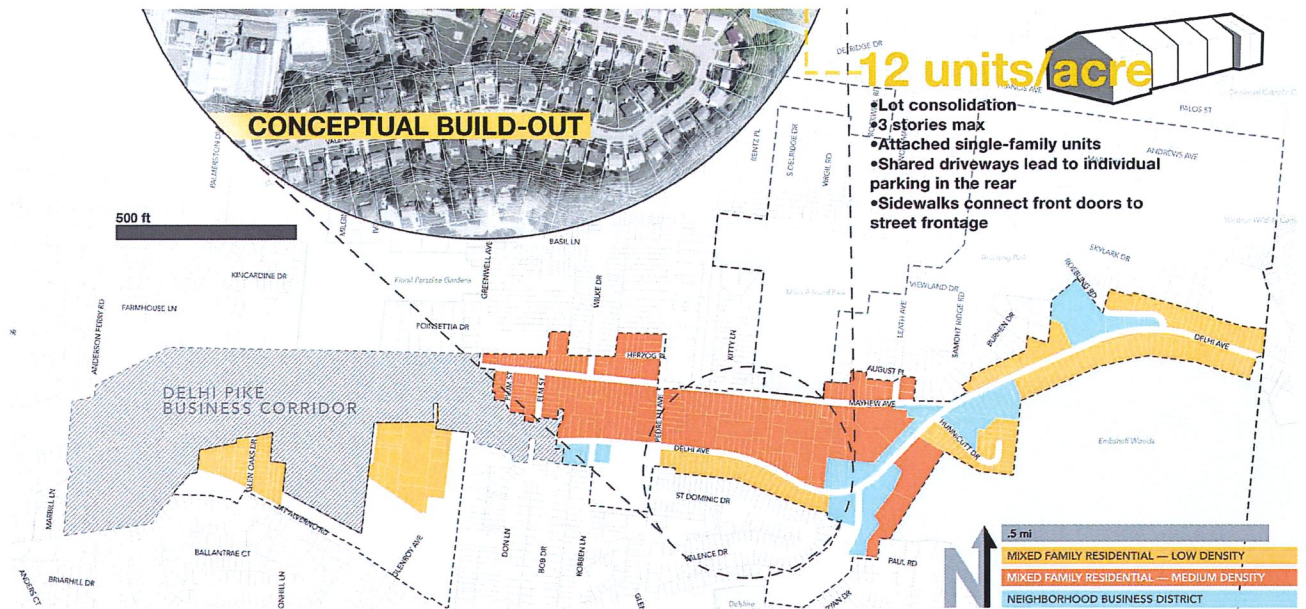
Project Brief: McBride Dale Clarion has been working with West Chester Township for the past few years on a strategic update to their zoning resolution and their comprehensive land use plan. The two documents have been drafted in unison as the one of the major goals of this project was to align the zoning regulations with the comprehensive land use plan in a clear way to ensure that language and terms are consistent between both documents.

The zoning resolution was in need of a major update as the township's current regulations are confusing, scattered, and outdated. Focus on put on the design and flow of the document, as well as ensuring that the regulations are straightforward and easy to understand and implement.

The updates to the comprehensive land use plan are minor in nature and have primarily included changes to the existing maps, demographic data, and the plan language. The plan was also designed to align with the zoning code and the township's adopted brand standards.

Zoning Resolution Updates & Delhi Pike Regulations

DELHI TOWNSHIP, OHIO



Project Status :

Staff Services | Current
Zoning Resolution Update |
Adopted 2021
Delhi Pike Regulations | Adopted
2017
Parking/Signage | Adopted 2014

Team :

Elizabeth Fields
Greg Dale

Reference :

Tony Roach
Zoning Administrator
Delhi Township, OH
P. 513.922.2705
E. troach@delhi.oh.us

Project Brief: Over the years, MDC has worked with Delhi Township on numerous zoning projects. In 2014, MDC worked with staff to update their parking and signage regulations. In 2017, MDC worked with the township to draft new regulations for the Delhi Pike corridor to help the township implement the vision established in the Delhi Pike Strategic Redevelopment Plan. The project was conducted over two phases. Phase 1 focused on the core business district while the Phase 2 focused on the more residential areas of the corridor. MDC drafted a total of three new zoning districts for this project, all of which included updated permitted uses, development standards, building design, and landscaping requirements.

In 2020, MDC was retained again to complete an overall update and refreshment of the Zoning Resolution. This included a new modern template, re-organization of regulations, and new PUD, parking, landscaping, and use standards.

In 2022, the Township retained MDC staff as planning staff to assist with reviewing, preparing staff reports, and presenting applications to the Zoning Commission and Board of Zoning Appeals.

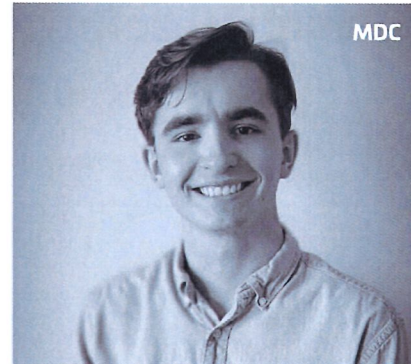
PROJECT PERSONNEL



Elizabeth Fields, AICP
Project Manager



Keeghan White
Lead Drafter/Engagement
Support



Max Merritt
Drafting Support/Graphics/
Document Design



Ben Yoder
Lead Legal Contact



Carly Sherman
Legal Support

ELIZABETH FIELDS, AICP

Public Planning Manager

Ms. Fields is a certified planner and has worked in the planning field since 2007. Since joining McBride Dale Clarion in 2013, she has worked on a variety of projects including reviewing and drafting zoning regulations and design standards, assisting with comprehensive and land use planning projects, and conducting research and analysis for area plans and strategic redevelopment projects.

PROFESSIONAL EXPERIENCE

Zoning Regulations

Ms. Fields has been involved with reviewing and drafting zoning regulations for a number of communities. This experience ranges from complete zoning code re-writes to drafting topic-specific regulations including Planned Unit Development sections, parking codes, sign regulations, and design guidelines.

Comprehensive Plans and area plans

Ms. Fields has worked on comprehensive plans, land use plans, and area plans both in Ohio and nationally. This experience includes research and analysis, public outreach, visioning and goal setting, policy development, plan writing, mapping, and graphic elements.

Planning Staff

Ms. Fields currently serves as planning staff for the cities of Mason, Ohio and Loveland, Ohio. In this role she reviews site and development plans, drafts planning commission memos, presents at planning commission, and meets with developers and residents on potential development projects.

RELEVANT PROJECT EXPERIENCE

Frankfort/Franklin County, KY

Comprehensive Plan Update, Project Manager - current

Zoning Regulations Update, Project Manager - to be started in 2024

City of Fairfield, OH

Planning and Zoning Code Update, Project Manager - final draft completed

City of Loveland, OH

Comprehensive Plan Update - 2022

Zoning Code Update - current

City of Springdale, OH

Comprehensive Plan Update - 2022

Zoning Code Update - 2015

City of Brooklyn, OH

Zoning Code Update, Project Manager - 2022



EDUCATION

University of Cincinnati | DAAP

Bachelor of Urban Planning - 2007

CERTIFICATIONS

American Institute of Certified Planners
024672

AREAS OF EXPERTISE:

- › Planning Staff Services
- › Zoning Code Updates
- › Design Guidelines
- › Comprehensive Plans
- › Land Use Planning
- › Strategic Redevelopment Plans

MEMBERSHIPS/ AFFILIATIONS

Member, American Planning Association

Member, Ohio Chapter of the American Planning Association

PROFESSIONAL HISTORY

McBride Dale Clarion | 2013 to present

Town of Windsor, Colorado, Associate Planner | 2009-2013

City of Colorado Springs, Colorado, Planner | 2007-2009

KEEGHAN WHITE

Planner

Keeghan White is a new member to the MDC team and brings planning experience in the public sector. He specializes in zoning, public engagement, GIS mapping, and multi-modal mobility. Prior to MDC, Mr. White worked as a staff planner for the City of Dayton.

PROFESSIONAL EXPERIENCE

Zoning and Design Standards

Mr. White has reviewed zoning regulations in multiple jurisdictions. This includes reviewing potential developments against such standards, interpreting zoning regulations, and drafting amendments to subdivision and zoning regulations

Public Engagement

Mr. White, through his role as a planner with the City of Dayton, assisted in facilitating conversations between business owners, residents, city staff, and other stakeholders as part of a public engagement campaign that yielded 1,000+ survey responses for Dayton's upcoming Active Transportation Plan.

Comprehensive and Active Transportation Plans

Mr. White has worked on multiple plans during his time with the City of Dayton including the adopted Dayton Forward Comprehensive Plan and the City's upcoming Active Transportation Plan. His experience includes mapping and analysis and policy & plan drafting.

Planning Staff

Mr. White has served as a staff planner for the City of Dayton. In this role he reviewed and processed applications, prepared written memos, presented at public meetings, and coordinated with stakeholders.

RELEVANT PROJECT EXPERIENCE

LaGrange County, IN

Unified Development Ordinance Update - current

City of Fairfield, OH

Zoning Code Update - final draft completed

Washington Township, OH

Zoning Resolution Update - current

City of Loveland, OH

Zoning Code Update - current

City of Logan, OH

Zoning Code Update - current

24 | City of Perrysburg, OH



EDUCATION

University of Cincinnati | DAAP
Master of Community Planning

Ohio University
Bachelor of Arts

AREAS OF EXPERTISE:

- › Zoning Code Updates
- › Land Use Planning
- › Comprehensive Planning
- › Active Transportation Planning
- › GIS Mapping and Analysis
- › Economic Development

MEMBERSHIPS

Member | American Planning Association

PROFESSIONAL HISTORY

McBride Dale Clarion

Public Sector Planner (Jan 2023 - present)

City of Dayton, Ohio

Planner I (2021- 2023)

Port Authority of Greater Cincinnati, Cincinnati, Ohio

Community Redevelopment Intern (2020)

MAX MERRITT

Planner

Mr. Merritt is a new member to the MDC team and brings three years of planning experience from the public, private, and non-profit sectors. He specializes in zoning, plan making, and graphic illustration. Prior to MDC, Mr. Merritt worked as a staff planner for Miami Township in Montgomery County, Ohio.

PROFESSIONAL EXPERIENCE

Zoning and Design Standards

Mr. Merritt has reviewed zoning regulations and in multiple jurisdictions. This includes reviewing proposed developments against such standards, interpreting zoning regulations, and drafting planned development standards for new and existing development proposals.

Planning Staff

Mr. Merritt served as planner for Miami Township in Montgomery County, OH. In this role, he reviewed and processed zoning and development applications, prepared written memos, presented at public meetings, and coordinated with stakeholders.

Plan Creation and Implementation

While working for Miami Township, Mr. Merritt worked on implementing approved area and comprehensive plans through guiding development projects and planning efforts in the community. He helped initiate efforts to draft a Parks and Recreation Master Plan for the community and created a project management plan, plan outline, and public survey.

Transportation Planning

Mr. Merritt worked for two national transportation consultants during his undergraduate studies. He provided assistance to various planning and engineering staff on aviation, transit, and roadway projects using his skills in technical writing, graphic illustration, mapping, and GIS analysis.

RELEVANT PROJECT EXPERIENCE

City of Frankfort, KY

Holmes Street Corridor - current

City of Milford, OH

Zoning Code Update - current

Goshen Township, OH

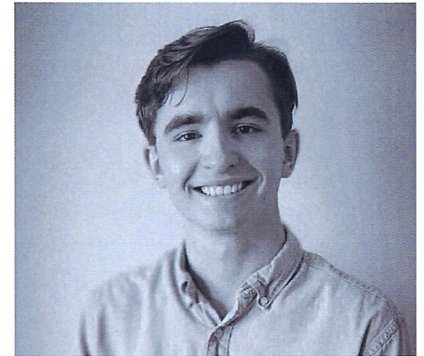
Staff Services - ongoing

City of Xenia, OH

Comprehensive Plan Update - current

Miami Township, OH

Parks and Recreation Master Plan - 2022



EDUCATION

University of Cincinnati | DAAP
Bachelor of Urban Planning

AREAS OF EXPERTISE:

- › Zoning Codes
- › Land Use
- › Comprehensive Planning
- › Transportation Planning

MEMBERSHIPS

Member | American Planning Association

PROFESSIONAL HISTORY

McBride Dale Clarion

Public Sector Planner (Mar 2023 - present)

Miami Township, Montgomery County, Ohio

Planner (Mar 2022- Mar 2023)

Meisner and Associates

Urban Design Intern (2020)

Toledo Design Collective

Planning Intern (2020)

HNTB

Planning Intern (2019)

Bricker Graydon Team

Upon selection of our firm to provide legal counsel, **Ben Yoder** will serve as the lead attorney and primary contact for this engagement. Ben will coordinate with additional team member **Carly Sherman** to ensure that all services are provided according to the timeline and budget.

Key Contact



Ben Yoder's practice revolves around representation of Ohio townships and municipalities, with particular focus in the areas of general counsel, land use and zoning, and real estate litigation. Ben serves as law director for the City of Middletown, Ohio, City of Franklin, Ohio, Deerfield Township (Warren County, Ohio), and Hamilton Township (Warren County, Ohio). Moreover, as special zoning counsel to a variety of additional Ohio local governments, he is experienced in comprehensive planning, zoning code/resolution drafting, map and text amendments, planned unit developments, conditional uses, variances, code enforcement, and generalized staff consultation. Ben

also represents a number of local school districts, private developers, businesses and property owners with regard to real estate taxes, development and land use disputes. He counsels these clients on ad valorem tax litigation, complex zoning-related commercial due diligence work, zoning permit approval procurement, eminent domain, administrative appeals, and injunctive and generalized litigation matters.

Additional Team Member



Carly Sherman represents public sector clients in a day-to-day general counsel capacity, and in a variety of complex litigation and administrative matters before common pleas courts and quasi-judicial administrative bodies across Ohio. She routinely drafts and reviews local government ordinances and resolutions, zoning text amendments, and policies and procedures, and often serves as legal counsel for public sector clients during public meetings and administrative proceedings. Her litigation practice for public clients focuses on land use, zoning and general real estate matters. Carly's litigation experience includes handling administrative appeals from governmental zoning decisions, property

maintenance code enforcement actions, real estate tax valuation challenges, public nuisance abatement actions, and real estate contract disputes.