



**CITY OF PERRYSBURG  
CITY COUNCIL  
AGENDA**

April 2, 2024

1. Call to Order - 6:30 PM
2. Roll Call
3. Pledge of Allegiance
4. Minutes of Council Meeting of March 19, 2024
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**
  - b. **Safety**

**Resolution# 39-2024**

A RESOLUTION AUTHORIZING THE FIRE DIVISION TO PURSUE A FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT; AND DECLARING AN EMERGENCY

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

**Resolution# 40-2024**

A RESOLUTION AUTHORIZING AN AGREEMENT WITH FLOCK SAFETY FOR THE LEASE AND INSTALLATION OF TEN (10) FALCON CAMERAS FOR THE POLICE DIVISION IN AN AMOUNT NOT TO EXCEED THIRTY-SIX THOUSAND FIVE HUNDRED DOLLARS (\$36,500.00); AND DECLARING AN EMERGENCY

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

***Pass as an Emergency Measure***

**c. Recreation**

**d. Planning & Zoning**

**Ordinance# 27-2024**

AN ORDINANCE IMPOSING A MORATORIUM FOR A PERIOD OF 180 DAYS ON THE GRANTING OF ANY PERMIT ALLOWING RETAIL DISPENSARIES, CULTIVATORS, OR ANY PROCESSORS OF CANNABIS WITHIN THE CITY OF PERRYSBURG; AND DECLARING AN EMERGENCY

***1st Reading, no vote required***

**e. Personnel**

**Ordinance# 17-2024**

AN ORDINANCE AMENDING CODIFIED ORDINANCE §266.08-1 "VACATIONS" PREVIOUSLY ADOPTED THROUGH ORDINANCE 93-2003 ON JUNE 17, 2003

***1st Reading, no vote required***

**Ordinance# 18-2024**

AN ORDINANCE AMENDING CODIFIED ORDINANCE §266.08-2 "VACATION ELIGIBILITY" PREVIOUSLY ADOPTED THROUGH ORDINANCE 23-2022 ON APRIL 5, 2022

***1st Reading, no vote required***

**Ordinance# 19-2024**

AN ORDINANCE AMENDING CODIFIED ORDINANCE §266.08-3 "VACATION SCHEDULING" PREVIOUSLY ADOPTED THROUGH ORDINANCE 167-2006 ON AUGUST 1, 2006

***1st Reading, no vote required***

**Ordinance# 20-2024**

AN ORDINANCE ADDING CODIFIED ORDINANCE §266.08-4 "ANNUAL VACATION CARRY OVER OR CASH OUT" TO THE CITY OF PERRYSBURG PERSONNEL CODE

***1st Reading, no vote required***

**Ordinance# 21-2024**

AN ORDINANCE ADDING CODIFIED ORDINANCE §266.08-5 "VACATION PAY OUT UPON SEPARATION" TO THE CITY OF PERRYSBURG PERSONNEL CODE

***1st Reading, no vote required***

**Ordinance# 22-2024**

AN ORDINANCE ADDING CODIFIED ORDINANCE §266.09-8 "PERSONAL PROTECTIVE EQUIPMENT" TO THE CITY OF PERRYSBURG PERSONNEL CODE

***1st Reading, no vote required***

**Ordinance# 23-2024**

AN ORDINANCE AMENDING PERRYSBURG CODIFIED ORDINANCE  
§266.15-2

***1st Reading, no vote required***

**Ordinance# 24-2024**

AN ORDINANCE REPEALING CODIFIED ORDINANCES §248.03  
“VACATION” OF THE CITY OF PERRYSBURG CODIFIED ORDINANCES  
PREVIOUSLY ENACTED BY ORDINANCE 32-2012 AND PASSED ON  
MARCH 6, 2012

***1st Reading, no vote required***

**Ordinance# 25-2024**

AN ORDINANCE REPEALING CODIFIED ORDINANCES §250.03  
“VACATION” OF THE CITY OF PERRYSBURG CODIFIED ORDINANCES  
PREVIOUSLY ENACTED BY ORDINANCE 28-2005 AND PASSED ON  
MARCH 15, 2005

***1st Reading, no vote required***

**Ordinance# 26-2024**

AN ORDINANCE REPEALING CODIFIED ORDINANCES §252.03  
“VACATIONS FOR DIRECTOR” OF THE CITY OF PERRYSBURG CODIFIED  
ORDINANCES PREVIOUSLY ENACTED BY ORDINANCE 123-97 AND  
PASSED ON AUGUST 19, 1997

***1st Reading, no vote required***

**f. Public Utilities**

**Resolution# 41-2024**

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR AND  
DIRECTOR OF FINANCE TO ENTER INTO AN AGREEMENT WITH JONES  
& HENRY, LTD FOR SANITARY PUMP STATION ASSESSMENT SERVICES  
AT A COST NOT TO EXCEED ONE HUNDRED THOUSAND DOLLARS AND  
ZERO CENTS (\$100,000.00); AND DECLARING AND EMERGENCY

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

**Resolution# 42-2024**

A RESOLUTION AMENDING RESOLUTION 107-2022 AND AUTHORIZING A  
CHANGE ORDER TO THE AGREEMENT WITH SYNAGRO CENTRAL, LLC.  
FOR BIOLISOLID MANAGEMENT SERVICES; AND DECLARING AN  
EMERGENCY

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

**Resolution# 43-2024**

A RESOLUTION RATIFYING CERTAIN WORK PERFORMED BY OHIO  
EXCAVATING AND AUTHORIZING A PAYMENT IN AN AMOUNT NOT TO  
EXCEED TWENTY-SIX THOUSAND SEVEN HUNDRED FIFTY-SEVEN

DOLLARS AND FIFTY CENTS (\$26,757.50); AND DECLARING AN EMERGENCY

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

**g. Service**

**Resolution# 44-2024**

A RESOLUTION AUTHORIZING A PURCHASE AGREEMENT WITH VERMEER FOR THE PURCHASE OF A VERMEER SC5528VP CUTTING SYSTEM FOR THE DEPARTMENT OF PUBLIC SERVICE IN AN AMOUNT NOT TO EXCEED SEVENTY-SIX THOUSAND FIVE HUNDRED FORTY-TWO DOLLARS AND ZERO CENTS (\$76,542.00); AND DECLARING AN EMERGENCY

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

**Resolution# 45-2024**

A RESOLUTION AUTHORIZING A PURCHASE AGREEMENT WITH CENTURY EQUIPMENT FOR THE PURCHASE OF A TORO DINGO TX 1300 FOR THE DEPARTMENT OF PUBLIC SERVICE IN AN AMOUNT NOT TO EXCEED SIXTY-FIVE THOUSAND FOUR HUNDRED FIFTY-THREE DOLLARS AND TWENTY-ONE CENTS (\$65,453.21); AND DECLARING AN EMERGENCY

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

**Resolution# 46-2024**

A RESOLUTION AUTHORIZING THE AWARD OF THE BID AND AGREEMENT WITH AMERICAN ROADWAY LOGISTICS, INC. IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THIRTY-TWO THOUSAND ONE HUNDRED TWENTY-THREE DOLLARS AND TWENTY CENTS (\$132,123.20), FOR THE 2024 PAVEMENT MARKING PROJECT; AND DECLARING AN EMERGENCY

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

**Resolution# 47-2024**

A RESOLUTION AWARDED A BID AND AGREEMENT WITH M&M FOAMWORKS, LLC NOT TO EXCEED TWO HUNDRED THOUSAND DOLLARS (\$200,00.00) FOR THE 2024 SIDEWALK PROGRAM; AND DECLARING AN EMERGENCY

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

**Resolution# 48-2024**

A RESOLUTION RATIFYING THE LPA FEDERAL LOCAL-LET PROJECT AGREEMENT FOR THE CONSTRUCTION OF PHASE 3 OF THE MAUMEE RIVER MULTI USE PATH, ODOT PID 109388 AND AUTHORIZING AMENDMENT NO. 1 TO SAID AGREEMENT; AND DECLARING AN EMERGENCY

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

10. Other Business

- a. Request an Executive Session to consider the compensation of public employees.

11. Adjournment

**TO:** Mayor Mackin  
President Fuller  
Members of City Council

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

**RE:** Ordinances 39-2024

**DATE:** March 28, 2024



**Subject Matter/Background**

The Federal Emergency Management Agency (FEMA) offers the SAFER (Staffing For Adequate Fire And Emergency Response) Grant program to fire departments to enhance their ability to protect the public and minimize the risks from fires and related risks.

The City is interested in applying for the SAFER grant for an amount not to exceed Two Million Six Hundred Two Thousand Seven Hundred Fifty Dollars and Thirty Cents (\$2,602.750.30). This grant, if awarded, would fund the salary and benefits for six (6) firefighters for a period of three (3) years. After such time, the city would support these positions through the general fund.

The City's Fire Chief and Director of Public Safety believe this grant reasonably assists the City in meeting current and future staffing needs in the most efficient and economic manner possible.

This Resolution authorizes the Fire Division and the City to take all actions necessary to apply for a Federal Emergency Management Agency (FEMA) Staffing for Adequate Fire and Emergency Response (SAFER) Grant for an amount not to exceed Two Million Six Hundred Two Thousand Seven Hundred Fifty Dollars and Thirty Cents (\$2,602.750.30), which will be used to fund the salary and benefits for six (6) firefighters for a period of three (3) years.

**Financial Review**

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

**Legal Review**

This legislation has been reviewed and is appropriately before you.

**Recommendation**

If City Council is in agreement, a motion to suspend the rules, waive the three readings and pass this legislation as an emergency, in order to permit the City to meet applicable deadlines for the grant program, is appropriate.

## **RESOLUTION 39-2024**

### **A RESOLUTION AUTHORIZING THE FIRE DIVISION TO PURSUE A FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT; AND DECLARING AN EMERGENCY**

WHEREAS, the Federal Emergency Management Agency (FEMA) offers the Staffing for Adequate Fire and Emergency Response (SAFER) Grant program to fire departments to enhance their ability to protect the public and minimize the risks from fires and related risks; and,

WHEREAS, the City is interested in applying for the SAFER grant for an amount not to exceed Two Million Six Hundred Two Thousand Seven Hundred Fifty Dollars and Thirty Cents (\$2,602.750.30); and,

WHEREAS, this grant, if awarded, would fund the salary and benefits for six (6) firefighters for a period of three (3) years. After such time, the city would support these positions through the general fund; and,

WHEREAS, the City's Fire Chief and Director of Public Safety believe this grant reasonably assists the City in meeting current and future staffing needs in the most efficient and economic manner possible.

WHEREAS, this legislation went before the Safety Committee on March 25, 2024 and was unanimously approved for advancement to City Council.

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

SECTION 1. The Fire Division and the City are authorized to take all actions necessary to apply for a Federal Emergency Management Agency (FEMA) Staffing for Adequate Fire and Emergency Response (SAFER) Grant for an amount not to exceed Two Million Six Hundred Two Thousand Seven Hundred Fifty Dollars and Thirty Cents (\$2,602.750.30), which will be used to fund the salary and benefits for six (6) firefighters for a period of three (3) years.

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

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

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

\_\_\_\_\_  
Mayor

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

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

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

Timothy W. Effler  
LAW DIRECTOR

**TO:** Mayor Mackin  
President Fuller  
Members of City Council

**FROM:** Timothy Effler, Law Director

**RE:** Resolution 40-2024

**DATE:** March 28, 2024



**Subject Matter/Background**

The City would like to purchase ten additional Flock Safety Falcon Cameras throughout the City. A number of these license plate reading cameras are already in use around the City and this purchase will allow for uniformity in software and enforcement.

The cost for the purchase of 10 cameras is \$30,000 with an additional \$6,500 for their installation.

Flock Safety is the sole source of this equipment.

**Financial Review**

Account: 1110-21232-53215

**Legal Review**

This legislation has been reviewed and is appropriately before you.

**Recommendation**

If City Council is in agreement, a motion to suspend the three readings rule and pass this resolution as an emergency would be appropriate in order to allow for the immediate lease and installation of the cameras.

## **RESOLUTION 40-2024**

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH FLOCK SAFETY FOR THE LEASE AND INSTALLATION OF TEN (10) FALCON CAMERAS FOR THE POLICE DIVISION IN AN AMOUNT NOT TO EXCEED THIRTY-SIX THOUSAND FIVE HUNDRED DOLLARS (\$36,500.00); AND DECLARING AN EMERGENCY**

WHEREAS, the City of Perrysburg is in need of additional license plate recognition cameras for public safety purposes; and,

WHEREAS, the City of Perrysburg currently utilizes Flock Safety Falcon Cameras and wishes to maintain uniformity in enforcement capabilities; and,

WHEREAS, this agreement will allow for a one-year lease and installation of the ten (10) additional Flock Safety Falcon Cameras, which will aid this goal; and,

WHEREAS, Flock Safety is the sole manufacturer and developer of the Flock Safety ALPR Camera. Flock Safety is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety ALPR Camera; and,

WHEREAS, due to the sole source manufacturer there is not a comparable product to acquire a second quote as required in the City's purchasing policy; and,

WHEREAS, the price for the one-year lease and installation of the ten (10) Falcon cameras is Thirty-Six Thousand Five Hundred Dollars and Zero Cents (\$36,500.00); and

WHEREAS, this legislation went before the Safety Committee on March 25, 2024 and was unanimously approved for advancement to City Council.

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

SECTION 1. The Mayor and Director of Finance are authorized to execute the necessary documents to enter into a one year lease agreement with Flock Safety for the lease and installation of ten (10) Falcon cameras at a price not to exceed Thirty-Six Thousand Five Hundred Dollars (\$36,500.00) in accordance with the quote attached hereto and sole source letter attached as incorporated herein as Exhibits A and B.

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 allow for the immediate lease and installation of the cameras, and shall be in full force and effect from and immediately after its passage and approval by the Mayor.

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

\_\_\_\_\_  
Mayor

PASSED \_\_\_\_\_

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

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

Timothy W. Effler  
LAW DIRECTOR

# flock safety

|                 |                              |             |                                                                                  |
|-----------------|------------------------------|-------------|----------------------------------------------------------------------------------|
| Prepared For    | Perrysburg Police Department | Prepared By | Rick Lombardo                                                                    |
| Created Date    | March 5th, 2024              | Phone       | 440-212-8813                                                                     |
| Expiration Date | April 5th, 2024              | Email       | <a href="mailto:rick.Lombardo@flocksafety.com">rick.Lombardo@flocksafety.com</a> |

| Product                 | Description                                                                                                                                                                                                             | Unit Cost  | Quantity | Total Price |
|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------|-------------|
| Falcon Camera           | Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint TM technology (proprietary machine learning software) and real-time alerts for unlimited users. | \$3,000.00 | 10       | \$30,000.00 |
| Flock Pole Installation | One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Standard Implementation Service Brief.                | \$650.00   | 10       | \$6,500.00  |

First Year Price      \$36,500.00

Second Year Price      \$30,000.00

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## **Sole Source Letter for Flock Safety ALPR Cameras and Solution**

Flock Safety is the sole manufacturer and developer of the Flock Safety ALPR Camera. Flock Safety is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety ALPR Camera.

**The Flock Safety ALPR camera and devices are the only Law Enforcement Grade ALPR System to offer the following combination of proprietary features:**

1. Vehicle Fingerprint Technology:

- Patented proprietary machine vision to analyze vehicle license plate, state recognition, vehicle color, vehicle type, vehicle make and objects (roof rack, bumper stickers, etc.) based on image analytics (not car registration data)
- Machine vision to capture and identify characteristics of vehicles with a paper license plate and vehicles with the absence of a license plate
- Ability to 'Save Search' based on description of vehicles using our patented Vehicle Fingerprint Technology without the need for a license plate, and set up alerts based on vehicle description
- Only LPR provider with "Visual Search" which can transform digital images from any source into an investigative lead by finding matching vehicles based on the vehicle attributes in the uploaded photo

2. Integrated Cloud-Software & Hardware Platform:

- Ability to capture two (2+) lanes of traffic simultaneously with a single camera from a vertical mass
- Best in class ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power
- Wireless deployment of solar powered license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 60W or less
- Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection
- Utilizes motion capture to start and stop recording without the need for a reflective plate
- Motion detection allows for unique cases such as bicycle capture, ATV, motorcycle, etc.
- On device machine processing to limit LTE bandwidth consumption
- Cloud storage of footage

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- Covert industrial design for minimizing visual pollution
- 3. Transparency & Ethical Product Design:
  - One-of-a-kind “Transparency Portal” public-facing dashboard that details the policies in place by the purchaser, as well as automatically updated metrics from the Flock system
  - Built-in integration with NCMEC to receive AMBER Alerts to find missing children
  - Privacy controls to enable certain vehicles to “opt-out” of being captured
- 4. Integrated Audio & Gunshot Detection:
  - Natively integrated audio detection capabilities utilizing machine learning to recognize audio signatures typical of crimes in progress (e.g., gunshots)
- 5. Partnerships:
  - Flock Safety is the only LPR provider to officially partner with AXON to be natively and directly integrated into Evidence.com
  - Flock Safety is the only LPR provider to be fully integrated into a dynamic network of Axon’s Fleet 3 mobile ALPR cameras for patrol cars and Flock Safety’s Falcon cameras
  - Access to additional cameras purchased by our HOA and private business partners, means an ever-increasing amount of cameras and data at no additional cost
- 6. Warranty & Service:
  - Lifetime maintenance and support included in subscription price
  - Flock Safety is the only fully integrated ALPR one-stop solution from production of the camera to delivery and installation
  - Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues

Thank you,



Garrett Langley CEO, Flock Safety

**TO:** Mayor Mackin  
President Fuller  
Members of City Council

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

**RE:** Ordinance 27-2024

**DATE:** March 28, 2024



### **Subject Matter/Background**

On November 7, 2023, Ohioans voted to approve Issue 2, the Marijuana Legalization Initiative, which made adult recreational marijuana use, cultivation, and retail sale legal effective December 7, 2023.

The City of Perrysburg desires time to study whether to limit or prohibit the cultivation, processing and/or dispensing of adult use cannabis, or, alternatively, to develop and implement regulations regarding the possible location and operation of cannabis related businesses within the City, including cannabis cultivators, processors and adult use dispensaries.

This Ordinance establishes a six-month moratorium on the establishment or commencement of adult use cannabis operators within the City during the review and study of these types of uses.

### **Legal Review**

This legislation has been reviewed and is appropriately before you.

### **Recommendation**

First Reading – 4/2/2024

Second Reading – 4/16/2024

Third Reading and Vote – 5/7/2024

If City Council is in agreement, on May 7, 2024, a motion to suspend the rules and pass this legislation as an emergency is requested.

## **ORDINANCE 27-2024**

### **AN ORDINANCE IMPOSING A MORATORIUM FOR A PERIOD OF 180 DAYS ON THE GRANTING OF ANY PERMIT ALLOWING RETAIL DISPENSARIES, CULTIVATORS, OR ANY PROCESSORS OF CANNABIS WITHIN THE CITY OF PERRYSBURG; AND DECLARING AN EMERGENCY**

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

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

WHEREAS, upon the passage of Issue 2, members of the Ohio General Assembly have already expressed an intention to amend the Act but have not yet clarified whether the Act will be repealed, modified, or materially altered; and,

WHEREAS, Section 3780.03 of the Act provides that a newly created Division of Cannabis Control shall adopt rules establishing standards and procedures for the implementation of the adult use cannabis program, including licensing requirements for cultivators, processors, and retailers; and

WHEREAS, the Act, as currently constituted, provides the Division of Cannabis Control a period of nine months after December 7, 2023 to implement rules and regulations regarding the adult use cannabis program; and

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

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

WHEREAS, the City desires time to investigate whether to limit or prohibit the cultivation, processing and/or dispensing of adult use cannabis, or, alternatively, to develop and implement regulations regarding the possible location and operation of cannabis related businesses within the City, including cannabis cultivators, processors and adult use dispensaries; and

WHEREAS, Council has determined it to be in the best interests of the community health, safety, and welfare to impose an immediate moratorium on any cultivation, processing, or retail dispensing of cannabis for adult use business purposes in any form within the City of Perrysburg, except as required by the Act; and,

WHEREAS, the Planning & Zoning Committee reviewed this Ordinance at its March 26, 2024 meeting and unanimously approved recommending it to Council.

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

SECTION 1. Except as required by the Act, City Council hereby imposes an immediate moratorium on the issuance and processing of any permits for cultivators, processors, and retail dispensaries of adult use cannabis as defined in Sections 3780.01 through 3780.99 of the Ohio Revised Code.

SECTION 2. The purpose of this moratorium is to allow for the City to consider amendments to pertinent Codified Ordinances, including the Perrysburg Zoning Code, to prepare regulations which may be necessary, and to determine when and whether to allow, limit, or prohibit cultivators, processors, and retail dispensaries in the City.

SECTION 3. Council and the Mayor hereby direct and order that no permits for cultivators, processors, or retail dispensaries of adult use cannabis shall be issued or processed by the City during the moratorium.

SECTION 4. The moratorium shall be in effect for a period beginning from the effective date of this Ordinance through the earlier of December 3, 2024, until changes are enacted to amend the Codified Ordinance of the City of Perrysburg to address these issues, or until Council approves legislation explicitly revoking this moratorium, whichever occurs first.

SECTION 5. It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were passed in open meetings of this Council, and that all such deliberations of this Council and any of its committees that resulted in any such formal action, were in meetings open to the public, in compliance with all legal requirements including R.C. Section 121.22.

SECTION 6. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of the City and shall take effect immediately upon its passage.

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

\_\_\_\_\_  
Mayor

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

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

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

Timothy W. Effler  
LAW DIRECTOR

**TO:** Mayor Mackin  
President Fuller  
Members of City Council

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

**RE:** Ords 17,18,19,20, & 21-2024

**DATE:** March 28, 2024



**Subject Matter/Background**

The City is making a concerted effort to review the Perrysburg Codified Ordinances and provide updates and additions in order to ensure clarity within the Code.

In reviewing §266.08, the City found many areas that needed to be updated or added in order to clarify the Vacation policy.

Ords 17-2024 (Vacations), 18-2024 (Vacation Eligibility), 19-2024 (Vacation Scheduling), 20-2024 (Vacation Carry-Over or Cash Out), and 21-2024 (Vacation Payout Upon Separation) are being proposed to address the issues found by the City.

**Legal Review**

This legislation has been reviewed and is appropriately before you.

**Recommendation**

First Reading – 4/2/2024

Second Reading – 4/16/2024

Third Reading and Vote – 5/7/2024

## **ORDINANCE 17-2024**

### **AN ORDINANCE AMENDING CODIFIED ORDINANCE §266.08-1 “VACATIONS” PREVIOUSLY ADOPTED THROUGH ORDINANCE 93-2003 ON JUNE 17, 2003**

WHEREAS, City of Perrysburg, Ohio, Codified Ordinance §266.08-1 establishes “Vacations” through the City of Perrysburg’s Codified Ordinances (“Code”) titled “Personnel Policy”; and,

WHEREAS, this Ordinance is being updated to help clarify this portion of the Code; and,

WHEREAS, the Personnel Committee considered this legislation at its meeting on March 26, 2024 and unanimously recommended advancement to City Council.

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

SECTION 1. Codified Ordinance §266.08-1 which currently reads as:

#### **266.08-1 VACATIONS.**

The following will be the schedule for full vacation time off and pay for eligible staff members.

A. At the end of one (1) year of employment through the end of five (5) years of employment, a staff member will be entitled to ten (10) working days per year.

B. At the beginning of six (6) years of employment through the end of eleven (11) years of employment, a staff member will be entitled to fifteen (15) working days per year; if applicable, seven (7) twenty-four hour shifts per year.

C. At the beginning of twelve (12) years of employment through the end of nineteen (19) years of employment, a staff member will be entitled to twenty (20) working days per year; if applicable, nine (9) twenty-four hour shifts per year.

D. At the beginning of twenty (20) years of employment through the end of twenty-six (26) years of employment, a staff member will be entitled to twenty-five (25) working days per year; if applicable, eleven (11) twenty-four hour shifts per year.

E. At the beginning of twenty-seven (27) years of employment a staff member will be entitled to thirty (30) working days per year; or if applicable, twelve (12) twenty-four (24) hour shifts per year.

(Ord. 93-2003. Passed 6-17-03.)

is hereby amended and revised to read:

#### **266.08-1 VACATIONS.**

The following will be the schedule for paid vacation time allotments for eligible non-bargaining staff members.

| Length of Service (Years) | Annual Vacation Accrual (Working Days) |
|---------------------------|----------------------------------------|
| Upon hire through 5 years | 10                                     |
| After 5 through 11 years  | 15                                     |
| After 11 through 19 years | 20                                     |
| After 19 through 26 years | 25                                     |
| After 26 years            | 30                                     |

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

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

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

\_\_\_\_\_  
Mayor

PASSED \_\_\_\_\_

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

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

Timothy W. Effler  
LAW DIRECTOR

## **ORDINANCE 18-2024**

### **AN ORDINANCE AMENDING CODIFIED ORDINANCE §266.08-2 “VACATION ELIGIBILITY” PREVIOUSLY ADOPTED THROUGH ORDINANCE 23-2022 ON APRIL 5, 2022**

WHEREAS, City of Perrysburg, Ohio, Codified Ordinance §266.08-2 establishes “Vacation Eligibility” through the City of Perrysburg’s Codified Ordinances (“Code”) titled “Personnel Policy”; and,

WHEREAS, this Ordinance is being updated to help clarify this portion of the Code; and,

WHEREAS, the Personnel Committee considered this legislation at its meeting on March 26, 2024 and unanimously recommended advancement to City Council.

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

SECTION 1. Codified Ordinance §266.08-2 which currently reads as:

#### **266.08-2 VACATION ELIGIBILITY.**

To be eligible for any paid vacation a staff member must have completed one year of employment with the City (measured from the most recent date of hire). A staff member must work 2080 hours during his/her anniversary year to be eligible for a full paid vacation. A staff member must work at least 1040 hours, but less than 2080 hours, during his/her anniversary year to be eligible for a pro-rated paid vacation, based upon a pro-ration formula of actual hours worked versus 2080 hours. For purposes of computing hours worked under this Part and overtime or premium hours counts as one hour worked, paid time off work on vacation and holidays shall be considered as hours worked, and paid time off work on either sick leaves or leaves of absence up to a minimum of 120 lost work hours shall be considered as hours worked.

The Mayor may waive the one year eligibility requirement in paragraph one and determine where any non-bargaining full time employee is placed on the vacation schedule defined by Section 266.08-1 based on the employee's years of service covered under the Ohio Public Employees Retirement System, other Ohio public employee retirement systems, and the employee's years of experience substantially similar to the duties and responsibilities set forth in the employee's City position description for those hired in from the private sector.

(Ord. 23-2022. Passed 4-5-22.)

is hereby amended and revised to read:

### **266.08-2 VACATION ELIGIBILITY (FULL-TIME)**

- a. Unless vacation leave has been adjusted by the Mayor, with the concurrence of a majority of Council, in accordance with §266.08-2(b), all non-bargaining full time employees shall be placed on the vacation schedule defined by §266.08-1 based on the employee's years of prior service covered under any public employee retirement system. In order for the employee's prior years of service to be calculated, said employee shall provide official service credit statement(s) documenting prior service covered under any public employee retirement system to the Director of Finance.
  1. If an employee has no prior public employee retirement service credit, the anniversary date of employment, for the purpose of computing the amount of the employee's vacation leave, is the actual date the employee started their employment with the City.
  2. If an employee has prior public employee retirement service credit, the anniversary date shall be comprised of the month and day the employee started with the City and the year shall be computed by taking the year the employee started with the City and subtracting the years of documented public employee retirement service credit, which shall be rounded to the nearest year.
- b. The Mayor, with the concurrence of a majority of Council, shall have the authority to make adjustments in the amount of vacation leave accrued or credited for new hires in non-bargaining unit positions to ensure the hiring of the best qualified candidate for the position. In making said adjustments, the Mayor may consider previous public or private employment and credit the employee with time worked in the relevant positions. Such credit will be applied on an individual basis to a placement within the vacation schedule set forth in §266.08-1.

### **266.08-2-1 VACATION ELIGIBILITY (PART-TIME)**

For any existing eligible part-time staff members earning vacation leave as of January 1, 2024, to be eligible for pro-rated paid vacation, based upon a pro-ration formula of actual hours worked versus 2080 hours, an existing eligible part-time staff member must work at least 1040 hours, but less than 2080 hours, during his/her anniversary year. For purposes of computing hours worked under this Part an overtime or premium hour counts as one hour worked, paid time off work on vacation, holidays and pregnancy/parental leave shall be considered as hours worked, and paid time off work on either sick leaves or leaves of absence up to a maximum of 120 lost work hours shall be considered as hours worked.

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

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

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

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

\_\_\_\_\_  
Mayor

PASSED \_\_\_\_\_

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

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

Timothy W. Effler  
LAW DIRECTOR

## **ORDINANCE 19-2024**

### **AN ORDINANCE AMENDING CODIFIED ORDINANCE §266.08-3 “VACATION SCHEDULING” PREVIOUSLY ADOPTED THROUGH ORDINANCE 167-2006 ON AUGUST 1, 2006**

WHEREAS, City of Perrysburg, Ohio, Codified Ordinance §266.08-3 establishes “Vacation Scheduling” through the City of Perrysburg’s Codified Ordinances (“Code”) titled “Personnel Policy”; and,

WHEREAS, this Ordinance is being updated to help clarify this portion of the Code; and,

WHEREAS, the Personnel Committee considered this legislation at its meeting on March 26, 2024 and unanimously recommended advancement to City Council.

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

SECTION 1. Codified Ordinance §266.08-3 which currently reads as:

#### **266.08-3 VACATION SCHEDULING.**

All vacations must be taken during the anniversary year following the anniversary year in which they are earned. No unused vacation will be carried over into a subsequent anniversary year. All vacation must be approved in advance by the head of the division in which the staff member works, such approval being consistent with the needs of the City with length of service prevailing in the event of a conflict in a vacation time of two or more staff members. Vacation time may be used in increments of one hour or more. Staff members may cash out up to five days of unused vacation time.

(Ord. 167-2006. Passed 8-1-06.)

is hereby amended and revised to read:

#### **266.08-3 VACATION SCHEDULING.**

All vacation must be approved in advance by the head of the division in which the staff member works, such approval being consistent with the needs of the City with length of service prevailing in the event of a conflict in a vacation time of two or more staff members. Vacation time may be used in **one-half(½) hour** increments.

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

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

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

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

\_\_\_\_\_  
Mayor

PASSED \_\_\_\_\_

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

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

Timothy W. Effler  
LAW DIRECTOR

## ORDINANCE 20-2024

### AN ORDINANCE ADDING CODIFIED ORDINANCE §266.08-4 “ANNUAL VACATION CARRY OVER OR CASH OUT” TO THE CITY OF PERRYSBURG PERSONNEL CODE

WHEREAS, City of Perrysburg, Ohio, Codified Ordinance §266.08-3 previously explained the City's vacation cash out policy; and,

WHEREAS, the City is reviewing and amending certain portions of the City of Perrysburg's Codified Ordinances (“Code”); and,

WHEREAS, the amendment to Code section §266.08-3 removed the portion of that section relating to the City's vacation cash out policy; and,

WHEREAS, in an effort to expand and clarify the language surrounding unused vacation time, the City is adding Ordinance §266.08-4 establishing “Annual Vacation Carry Over or Cash Out” to the City of Perrysburg's Codified Ordinances (“Code”) titled “Personnel Policy”; and,

WHEREAS, the Personnel Committee considered this legislation at its meeting on March 26, 2024 and unanimously recommended advancement to City Council.

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

SECTION 1. Codified Ordinance §266.08-4 shall read:

#### **266.08-4 ANNUAL VACATION CARRY-OVER OR CASH OUT.**

All vacations must be taken during the anniversary year following the anniversary year in which they are earned. Not more than forty (40) hours of unused vacation may be carried over into a subsequent anniversary year. In lieu of carrying over unused hours, a staff member may request to be paid out for up to forty (40) hours of unused vacation time on their anniversary date.

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

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

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

\_\_\_\_\_  
Mayor

PASSED \_\_\_\_\_

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

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

Timothy W. Effler  
LAW DIRECTOR

## ORDINANCE 21-2024

### AN ORDINANCE ADDING CODIFIED ORDINANCE §266.08-5 “VACATION PAY OUT UPON SEPARATION” TO THE CITY OF PERRYSBURG PERSONNEL CODE

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

WHEREAS, in an effort to expand and clarify the language regarding vacation pay out upon separation from the City, the City is adding Ordinance §266.08-5 establishing “Vacation Pay Out Upon Separation” to the City of Perrysburg’s Codified Ordinances (“Code”) titled “Personnel Policy”; and,

WHEREAS, the Personnel Committee considered this legislation at its meeting on March 26, 2024 and unanimously recommended advancement to City Council.

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

SECTION 1. Codified Ordinance §266.08-5 shall read:

#### **266.08-5 VACATION PAY OUT UPON SEPARATION.**

Employees eligible for vacation under this section who separate with less than six months of continuous employment with the City of Perrysburg from the most recent date of hire are not eligible for vacation payout.

Employees eligible for vacation under this section who separate from employment with the City of Perrysburg with more than six months of continuous employment are eligible for a vacation payout on a prorated basis, based upon a proration formula of actual hours worked since their last anniversary date versus 2080 hours. For purposes of computing hours worked under this section, a paid overtime hour counts as one hour worked, paid time off work on vacation, holidays, comp time, pregnancy/parental leave, and paid time off work on either sick leaves or leaves of absences of up to a maximum of 120 lost work hours shall be considered as hours worked. For exempt employees, each week in pay status is counted as 40 hours worked for the purposes of this calculation.

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

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

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

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

\_\_\_\_\_  
Mayor

PASSED \_\_\_\_\_

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

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

Timothy W. Effler  
LAW DIRECTOR

**TO:** Mayor Mackin  
President Fuller  
Members of City Council

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

**RE:** Ord 22-2024

**DATE:** March 28, 2024



**Subject Matter/Background**

The City is making a concerted effort to review the Perrysburg Codified Ordinances and provide updates and additions in order to ensure clarity within the Code.

In an effort to provide personal protective equipment (PPE) to City employees whose jobs require PPE, the City is adding Ordinance §266.09-8 establishing “Personal Protective Equipment” to the City of Perrysburg’s Codified Ordinances (“Code”) titled “Personnel Policy.”

**Legal Review**

This legislation has been reviewed and is appropriately before you.

**Recommendation**

First Reading – 4/2/2024

Second Reading – 4/16/2024

Third Reading and Vote – 5/7/2024

## ORDINANCE 22-2024

### AN ORDINANCE ADDING CODIFIED ORDINANCE §266.09-8 “PERSONAL PROTECTIVE EQUIPMENT” TO THE CITY OF PERRYSBURG PERSONNEL CODE

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

WHEREAS, in an effort to provide personal protective equipment (PPE) to City employees whose jobs require PPE, the City is adding Ordinance §266.09-8 establishing “Personal Protective Equipment” to the City of Perrysburg’s Codified Ordinances (“Code”) titled “Personnel Policy”; and,

WHEREAS, the Personnel Committee considered this legislation at its meeting on March 26, 2024 and unanimously recommended advancement to City Council.

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

SECTION 1. Codified Ordinance §266.09-8 shall read:

#### **266.09-8 PERSONAL PROTECTIVE EQUIPMENT.**

The City of Perrysburg shall provide appropriate personal protective equipment for employees to safely perform their job duties with the City of Perrysburg.

- a. The City shall issue safety glasses to any employee performing duties that require the use of safety glasses. If the employee wears prescription eyeglasses the City will issue “over the glasses safety glasses.” If an employee wearing prescription eyeglasses prefers OSHA compliant prescription safety glasses, they may request approval by the Occupational Safety and Health Coordinator and the City Administrator. If the employee’s request for OSHA complaint prescription safety glasses is approved by the Occupational Safety and Health Coordinator and the City Administrator, the City will provide a voucher to a vendor of the City’s choosing for up to \$200.00 per calendar year for the purchase of OSHA approved prescription safety glasses.
- b. The City shall provide a one-time reimbursement of up to \$200 per calendar year towards the purchase of one pair of OSHA compliant safety shoes or boots for those full-time employees required by OSHA standards to wear steel-toe shoes to complete their job responsibilities. The determination of whether an employee’s job responsibilities require an employee to wear OSHA compliant

safety shoes or boots shall be done by the Occupational Health and Safety Coordinator and approved by the City Administrator.

- c. Personal protective equipment shall not be used except on duty, during the commute to and from home, and during commute-related incidental activities.
- d. The City may, at its sole discretion, decommission personal protective equipment it deems no longer fit and proper for City use. The determination of whether an employee's personal protective equipment is no longer fit and proper for City use shall be done by the Occupational Health and Safety Coordinator. If the City decommissions an employee's personal protective equipment prior to the start of the next calendar year, the employee may request that the City provide suitable replacement personal protective equipment. The determination of whether an employee's request for suitable replacement personal protective equipment is granted shall be done by the Occupational Health and Safety Coordinator and approved by the City Administrator.

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

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

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

\_\_\_\_\_  
Mayor

PASSED \_\_\_\_\_

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

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

Timothy W. Effler  
LAW DIRECTOR

**TO:** Mayor Mackin  
President Fuller  
Members of City Council

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

**RE:** Ord 6-2024

**DATE:** February 2, 2024



**Subject Matter/Background**

The City of Perrysburg has determined it is appropriate to update 266.15-2 in order to develop the new position of Utilities Supervisor and update the pay bands to account for a 4% increase of the minimum and maximum salaries of the bands.

**Legal Review**

This legislation has been reviewed and is appropriately before you.

**Recommendation**

First Reading – 4/2/2024

Second Reading – 4/16/2024

Third Reading and Vote – 5/7/2024

## ORDINANCE 23-2024

### AN ORDINANCE AMENDING PERRYSBURG CODIFIED ORDINANCE §266.15-2

WHEREAS, Perrysburg Codified Ordinance §266.15-2 establishes the job titles and wage ranges for Executive Staff, Senior Administrative Staff and Administrative City employees; and,

WHEREAS, the City of Perrysburg has determined it necessary to update and add certain job titles and adjust the wage ranges set forth in §266.15-2; and,

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

SECTION 1. Codified Ordinance §266.15-2 which currently read as:

#### **266.15-2 WAGE RANGES FOR EXECUTIVE STAFF, SENIOR ADMINISTRATIVE STAFF AND ADMINISTRATIVE STAFF (including hourly employees)**

| <b>Broad Band</b>               | <b>Title</b>                                |
|---------------------------------|---------------------------------------------|
| <b>Band A</b>                   | City Administrator                          |
| <b>Minimum Salary \$100,000</b> |                                             |
| <b>Maximum Salary \$160,000</b> |                                             |
|                                 |                                             |
|                                 |                                             |
| <b>Band B</b>                   | Assistant City Administrator                |
| <b>Minimum Salary \$80,000</b>  | City Engineer                               |
| <b>Maximum Salary \$140,000</b> | Director of Finance                         |
|                                 | Director of Law                             |
|                                 | Director of Public Safety                   |
|                                 | Director of Public Service                  |
|                                 | Director of Public Utilities                |
|                                 | Fire Chief                                  |
|                                 | Municipal Court Prosecutor                  |
|                                 | Planning and Zoning Administrator           |
|                                 | Police Chief                                |
|                                 |                                             |
|                                 |                                             |
| <b>Band C</b>                   | Deputy Administrator of Planning and Zoning |

|                                 |                                                     |
|---------------------------------|-----------------------------------------------------|
| <b>Minimum Salary \$70,000</b>  | Deputy Director of Finance                          |
| <b>Maximum Salary \$120,000</b> | Deputy Director of Public Service                   |
|                                 | Deputy Director of Public Utilities                 |
|                                 | Deputy Fire Chief                                   |
|                                 | Deputy Police Chief                                 |
|                                 | GIS/Software Administrator                          |
|                                 | Hardware/Network/Operations Administrator           |
|                                 | Human Resources Manager                             |
|                                 | Income Tax Commissioner                             |
|                                 | IT Manager                                          |
|                                 | Police Lieutenant                                   |
|                                 | Police Support Services Manager (Dispatch, Records) |
|                                 | WWTP (Wastewater Treatment Program) Manager         |
|                                 |                                                     |
|                                 |                                                     |
| <b>Band D</b>                   | Advanced Certified Paralegal                        |
| <b>Minimum Salary \$50,000</b>  | Assistant Prosecutor                                |
| <b>Maximum Salary \$100,000</b> | GIS/Software Engineer                               |
|                                 | Hardware/Operations Engineer                        |
|                                 | OSH Coordinator                                     |
|                                 | Police Support Services Supervisor                  |
|                                 | Staff Engineer                                      |
|                                 | Superintendent of Field Operations                  |
|                                 | Tax Administrator                                   |
|                                 | Urban Forester                                      |
|                                 | WWTP Assistant Manager                              |
|                                 |                                                     |
|                                 |                                                     |
| <b>Band E</b>                   | Administrative Assistant                            |
| <b>Minimum Salary \$45,000</b>  | CAD Technician-Construction Inspector               |
| <b>Maximum Salary \$75,000</b>  | Construction Inspector                              |
|                                 | Engineering Technician                              |
|                                 | Executive Assistant                                 |
|                                 | GIS/Software Technician                             |
|                                 | Hardware/Operations Technician                      |

|  |                                            |
|--|--------------------------------------------|
|  | HR Coordinator                             |
|  | Legal Assistant                            |
|  | Paralegal/Executive Assistant              |
|  | Public Information Officer                 |
|  | Stormwater Program Technician              |
|  | Victim's Advocate/Administrative Assistant |
|  | Zoning Inspector                           |

These wage rates shall be reviewed every even year beginning in 2024.

Personnel Committee shall be notified each year of increases or reductions to employees' salaries.

Personnel Committee shall be notified of salaries and fringe benefits for new employees.

Is hereby amended and revised to read:

**266.15-2 WAGE RANGES FOR EXECUTIVE STAFF, SENIOR ADMINISTRATIVE STAFF AND ADMINISTRATIVE STAFF (including hourly employees)**

| Broad Band                      | Title                             |
|---------------------------------|-----------------------------------|
| <b>Band A</b>                   | City Administrator                |
| <b>Minimum Salary</b> \$104,000 |                                   |
| <b>Maximum Salary</b> \$166,400 |                                   |
|                                 |                                   |
| <b>Band B</b>                   | Assistant City Administrator      |
| <b>Minimum Salary</b> \$83,200  | City Engineer                     |
| <b>Maximum Salary</b> \$145,600 | Director of Finance               |
|                                 | Director of Law                   |
|                                 | Director of Public Safety         |
|                                 | Director of Public Service        |
|                                 | Director of Public Utilities      |
|                                 | Fire Chief                        |
|                                 | Municipal Court Prosecutor        |
|                                 | Planning and Zoning Administrator |
|                                 | Police Chief                      |
|                                 |                                   |
|                                 |                                   |

|                                 |                                                     |
|---------------------------------|-----------------------------------------------------|
| <b>Band C</b>                   | Deputy Administrator of Planning and Zoning         |
| <b>Minimum Salary</b> \$72,800  | Deputy Director of Finance                          |
| <b>Maximum Salary</b> \$124,800 | Deputy Director of Public Service                   |
|                                 | Deputy Director of Public Utilities                 |
|                                 | Deputy Fire Chief                                   |
|                                 | Deputy Police Chief                                 |
|                                 | GIS/Software Administrator                          |
|                                 | Hardware/Network/Operations Administrator           |
|                                 | Human Resources Manager                             |
|                                 | Income Tax Commissioner                             |
|                                 | IT Manager                                          |
|                                 | Police Lieutenant                                   |
|                                 | Police Support Services Manager (Dispatch, Records) |
|                                 | WWTP (Wastewater Treatment Program) Manager         |
|                                 |                                                     |
|                                 |                                                     |
| <b>Band D</b>                   | Advanced Certified Paralegal                        |
| <b>Minimum Salary</b> \$52,000  | Assistant Prosecutor                                |
| <b>Maximum Salary</b> \$104,000 | GIS/Software Engineer                               |
|                                 | Hardware/Operations Engineer                        |
|                                 | OSH Coordinator                                     |
|                                 | Police Support Services Supervisor                  |
|                                 | Staff Engineer                                      |
|                                 | Superintendent of Field Operations                  |
|                                 | Tax Administrator                                   |
|                                 | Urban Forester                                      |
|                                 | Utilities Supervisor                                |
|                                 | WWTP Assistant Manager                              |
|                                 |                                                     |
|                                 |                                                     |
| <b>Band E</b>                   | Administrative Assistant                            |
| <b>Minimum Salary</b> \$46,800  | CAD Technician-Construction Inspector               |
| <b>Maximum Salary</b> \$78,000  | Construction Inspector                              |
|                                 | Engineering Technician                              |
|                                 | Executive Assistant                                 |

|  |                                            |
|--|--------------------------------------------|
|  | GIS/Software Technician                    |
|  | Hardware/Operations Technician             |
|  | HR Coordinator                             |
|  | Legal Assistant                            |
|  | Paralegal/Executive Assistant              |
|  | Public Information Officer                 |
|  | Stormwater Program Technician              |
|  | Victim's Advocate/Administrative Assistant |
|  | Zoning Inspector                           |

These wage rates shall be reviewed every even year beginning in 2024.  
Personnel Committee shall be notified each year of increases or reductions to employees' salaries.  
Personnel Committee shall be notified of salaries and fringe benefits for new employees.

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

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

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

\_\_\_\_\_  
Mayor

PASSED \_\_\_\_\_

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

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

Timothy W. Effler  
Law Director



**TO:** Mayor Mackin  
President Fuller  
Members of City Council

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

**RE:** Ords 24, 25, & 26-2024

**DATE:** March 28, 2024



**Subject Matter/Background**

The City is making a concerted effort to review the Perrysburg Codified Ordinances and provide updates and additions in order to ensure clarity within the Code.

In updating §266.08, the City found certain other portions of Code that needed to be repealed, as they are now covered by the new Vacation code..

Ords 24-2024 (Vacation for the Director of Public Utilities), 25-2024 (Vacation for the Directors of Public Service and Public Safety), and 26-2024 (Vacation for the Director of Finance) are being repealed as they are covered under the new vacation policy.

**Legal Review**

This legislation has been reviewed and is appropriately before you.

**Recommendation**

First Reading – 4/2/2024

Second Reading – 4/16/2024

Third Reading and Vote – 5/7/2024

## **ORDINANCE 24-2024**

AN ORDINANCE REPEALING CODIFIED ORDINANCES §248.03  
“VACATION” OF THE CITY OF PERRYSBURG CODIFIED  
ORDINANCES PREVIOUSLY ENACTED BY ORDINANCE 32-2012  
AND PASSED ON MARCH 6, 2012

WHEREAS, City of Perrysburg, Ohio, Codified Ordinances §248.03 establishes "Vacation" for the Director of Public Utilities; and,

WHEREAS, Codified Ordinance §248.03 is now covered by the City of Perrysburg Codified Ordinances §266.08-1 through §266.08-5, it is therefore, appropriate to repeal Codified Ordinance §248.03 as obsolete; and,

WHEREAS, the Personnel Committee considered this legislation at its meeting on March 26, 2024 and unanimously recommended advancement to City Council.

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

SECTION 1. Codified Ordinance §248.03, which currently reads as follows is hereby repealed:

### **248.03 VACATION.**

The Director of Public Utilities shall be entitled to annual vacation of three (3) weeks in any given year or the vacation provided for by Section 266.08-1, whichever is greater.  
(Ord. 32-2012. Passed 3-6-12.)

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

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

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President of Council

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Mayor

PASSED \_\_\_\_\_

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

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

Timothy W. Effler  
LAW DIRECTOR

## **ORDINANCE 25-2024**

**AN ORDINANCE REPEALING CODIFIED ORDINANCES §250.03  
“VACATION” OF THE CITY OF PERRYSBURG CODIFIED  
ORDINANCES PREVIOUSLY ENACTED BY ORDINANCE 28-2005  
AND PASSED ON MARCH 15, 2005**

WHEREAS, City of Perrysburg, Ohio, Codified Ordinances §250.03 establishes "Vacation" for the Directors of Public Safety and Public Service; and,

WHEREAS, Codified Ordinance §250.03 is now covered by the City of Perrysburg Codified Ordinances §266.08-1 through §266.08-5, it is therefore, appropriate to repeal Codified Ordinance §250.03 as obsolete; and,

WHEREAS, the Personnel Committee considered this legislation at its meeting on March 26, 2024 and unanimously recommended advancement to City Council.

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

SECTION 1. Codified Ordinance §250.03, which currently reads as follows is hereby repealed:

### **250.03 VACATION.**

The Director of Public Safety shall be entitled to an annual vacation of either four weeks in any year or the vacation provided by Section 266.08-1 whichever is greater. The Director of Public Service shall be entitled to an annual vacation of either three weeks or the vacation provided by Section 266.08-1 whichever is greater. (Ord. 28-2005. Passed 3-15-05.)

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

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

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

\_\_\_\_\_  
Mayor

PASSED \_\_\_\_\_

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

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

Timothy W. Effler  
LAW DIRECTOR

## **ORDINANCE 26-2024**

**AN ORDINANCE REPEALING CODIFIED ORDINANCES §252.03  
“VACATIONS FOR DIRECTOR” OF THE CITY OF PERRYSBURG  
CODIFIED ORDINANCES PREVIOUSLY ENACTED BY  
ORDINANCE 123-97 AND PASSED ON AUGUST 19, 1997**

WHEREAS, City of Perrysburg, Ohio, Codified Ordinances §252.03 establishes "Vacations for Director" for the Director of Finance; and,

WHEREAS, Codified Ordinance §252.03 is now covered by the City of Perrysburg Codified Ordinances §266.08-1 through §266.08-5, it is therefore, appropriate to repeal Codified Ordinance §252.03 as obsolete; and,

WHEREAS, the Personnel Committee considered this legislation at its meeting on March 26, 2024 and unanimously recommended advancement to City Council.

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

SECTION 1. Codified Ordinance §252.03, which currently reads as follows is hereby repealed:

### **252.03 VACATIONS FOR DIRECTOR.**

The Director of Finance shall be entitled to an annual vacation of either three weeks in any year or the vacation provided by Section 266.08-1, whichever is greater.  
(Ord. 123-97. Passed 8-19-97.)

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

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

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

\_\_\_\_\_  
Mayor

PASSED \_\_\_\_\_

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

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

Timothy W. Effler  
LAW DIRECTOR

**TO:** Mayor Mackin  
President Fuller  
Members of City Council

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

**RE:** Res 41-2024

**DATE:** March 28, 2024



**Subject Matter/Background**

The Department of Public Utilities is seeking to perform an assessment of the City's sanitary pump stations. Jones & Henry submitted a prequalification statement for the project and has the necessary personnel, equipment, expertise, and experience to inspect the City's sanitary pump stations.

The total cost of the project is expected to be One Hundred Thousand Dollars and Zero Cents (\$100,000.00).

This Resolution authorizes the Mayor and Director of Finance to enter into an agreement with Jones & Henry, LTD for Sanitary Pump Station Assessments, at a price not to exceed One Hundred Thousand Dollars and Zero Cents (\$100,000.00).

**Financial Review**

Account#: 5402-61826-55999

**Legal Review**

This legislation has been reviewed and is appropriately before you.

**Recommendation**

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

## **RESOLUTION 41-2024**

**A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR  
AND DIRECTOR OF FINANCE TO ENTER INTO AN AGREEMENT  
WITH JONES & HENRY, LTD FOR SANITARY PUMP STATION  
ASSESSMENT SERVICES AT A COST NOT TO EXCEED ONE  
HUNDRED THOUSAND DOLLARS AND ZERO CENTS  
(\$100,000.00); AND DECLARING AN EMERGENCY**

WHEREAS, the City of Perrysburg, is seeking to perform an assessment of the City's sanitary pump stations; and,

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

WHEREAS, Jones & Henry submitted a prequalification statement for the project and has the necessary personnel, equipment, expertise, and experience to inspect the City's sanitary pump stations; and,

WHEREAS, the total cost of the project is expected to be One Hundred Thousand Dollars and Zero Cents (\$100,000.00); and,

WHEREAS, at its March 27, 2024 meeting the Public Utilities Committee unanimously recommended approval of the agreement; and,

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

SECTION 1. The Mayor and Director of Finance are authorized to enter into an agreement with Jones & Henry, LTD for Sanitary Pump Station Assessments, at a price not to exceed One Hundred Thousand Dollars and Zero Cents (\$100,000.00), attached hereto and incorporated herein as Exhibit A.

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

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

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

\_\_\_\_\_  
Mayor

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

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

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

Timothy W. Effler  
LAW DIRECTOR

## Task Order

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In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated 9/6/2022 ("Agreement"), Owner and Engineer agree as follows:

### 1. Background Data

- a. Effective Date of Task Order: \_\_\_\_\_
- b. Owner: City of Perrysburg, Ohio
- c. Engineer: Jones & Henry Engineers, Ltd.
- d. Specific Project (title): 2024 Pump Station Evaluations with OptimizerPS™
- e. Specific Project (description): Proposal Attached

### 2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:
  - ☒ as follows: Proposal for 2024 Pump Station Evaluations with OptimizerPS™ dated February 26, 2024.
- B. Resident Project Representative (RPR) Services – Not used.
- C. Other Services – Not used.
- D. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

### 3. Additional Services – Not used.

### 4. Owner's Responsibilities

- A. Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following: No modifications.

### 5. Task Order Schedule

- A. In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule: Scheduling will be coordinated with the Owner as described in Section 2.A.

### 6. Payments to Engineer

- A. Owner shall pay Engineer for services rendered under this Task Order as follows: Owner will be billed on a time and expense not to exceed bases as described in Section 2.A.

### 7. Consultants retained as of the Effective Date of the Task Order – None.

### 8. Other Modifications to Agreement and Exhibits – None.

### 9. Attachments: Proposal for 2024 Pump Station Evaluations with OptimizerPS™ dated February 26, 2024.

### 10. Other Documents Incorporated by Reference – None.

## 11. Terms and Conditions

- A. Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is \_\_\_\_\_.

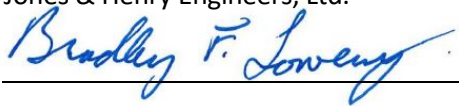
OWNER: City of Perrysburg, Ohio

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

ENGINEER: Jones & Henry Engineers, Ltd.

By:  \_\_\_\_\_

Print Name: Bradley F. Lowery, P.E. \_\_\_\_\_

Title: President \_\_\_\_\_

By:  \_\_\_\_\_

Print Name: Theodore A. Bennett, P.E. \_\_\_\_\_

Title: Principal / Treasurer \_\_\_\_\_

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

State of: Ohio \_\_\_\_\_

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Phone: \_\_\_\_\_

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Theodore A. Bennett, P.E. \_\_\_\_\_

Title: Treasurer \_\_\_\_\_

Address: 3103 Executive Parkway, Suite 300  
Toledo, OH 43606 \_\_\_\_\_

E-Mail Address: TBennett@JHEng.com \_\_\_\_\_

Phone: 567-661-0265 \_\_\_\_\_

Task Order Form

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.  
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and American Society of Civil Engineers. All rights reserved.



February 26, 2024

Subject: City of Perrysburg  
2024 Pump Station Evaluations  
The OptimizerPS™

We are pleased to provide you with a proposal for pump station assessments using The OptimizerPS™ identified by the City of Perrysburg. The anticipated scope of work for the identified pump stations includes the following:

- 10 Pump Station Assessments
- Recommendations Presentation
- Engineering Report
- 10/1/24 Completion

#### Detailed Breakdown:

The City of Perrysburg is planning evaluations of their sanitary sewer pump stations:

- State Route 795
- Cherry Street
- Falls @ Rivers Edge
- Gorman View
- River Ridge
- White Road
- Perry Commons
- Eckel Junction
- Sanctuary
- Shawnee Junction

#### Objectives

The following objectives have been identified by the City for the proposed pump station assessment.

1. Ascertain and document the current condition and performance characteristics of the subject pump stations.
2. Documentation will serve the City's capital planning in the following:
  - a. Catalog existing conditions and pump system assets.
  - b. Identify maintenance level work to be performed by the City's staff.

- c. Program future sanitary sewer pump station strategic capital planning.
- d. Document pump system assessment and planning for Ohio EPA.

### **Scope of Services**

The work included under this proposal includes the following tasks:

1. Attend a project kick-off meeting to plan assessment work.
2. Obtain and review the City's existing background information<sup>1</sup> for the subject pump stations.
3. Complete pump station assessments following the guidance of the Hydraulic Institute.
  - a. Perform field pumping performance testing with the assistance of the City (to operate pumps and valves) to confirm existing and identify other operational issues such as closed valves or inoperable equipment.
  - b. Perform a visual inspection of the existing pump station structure, piping and accessories. This will be completed at the same time as the field performance testing.
    - i. Verify pipe size and pipe layout configuration with plans for the development of the model discussed below.
    - ii. This information will be used to develop recommendations for improvements at the existing pump station. J&H will make entry into dry well and valve structures to make observations and record pressure readings (if possible). Dry well entries will be made using proper confined entry practices and equipment with support from the City.
    - iii. Inspections will include interviews with field staff to develop understanding of the existing conditions.
    - iv. Review current level set points / operating ranges.
4. Review existing pump records or pump runtimes to review the overall capacity of the pump stations relative to influent flows.
5. Create a Virtual Pump Station model using our Optimizer PS to evaluate hydraulic performance (as compared with original design records and field performance testing).
6. Present recommendations and findings to the City in the form of an in-person presentation.
7. Submit recommendations and findings to the City in the form of an engineering report. A PDF of the document of will be provided for the City's file. The document will highlight findings and list prioritized

**City of Perrysburg, Ohio**  
**2024 Pump Station Evaluations**  
**Phase 1 Priority Pump Stations**  
**Proposal for Pump Station Assessments**  
**February 26, 2024**  
**Page 3**

capital improvements (project) or recommended maintenance activities to restore, modify or upgrade the functionality of each station. The City plans to supply this document to OEPA for permit compliance.

**Contractual Reference**

We propose to do this work under our existing Task Order with the City. If you find this Proposal and Task Order acceptable, please return one signed copy of the Task Order agreement and this proposal letter with any options identified to my attention.

**Proposed Budget**

The proposed fee for the engineering services is \$100,000.00<sup>1</sup>.

If you find this proposal acceptable, please return one executed copy of the engineering services agreement to my attention.

We appreciate the opportunity to present this proposal for your consideration.

Sincerely,

JONES & HENRY ENGINEERS, LTD.



Theodore A. Bennett, P.E.  
Director of Infrastructure

**OptimizerPS**  
VIRTUAL PUMP STATION

TAB/krd

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<sup>1</sup> Given the clear scope of the work for this project we are able to offer a fixed fee for the detail engineering services. Pricing listed is valid for 45 days from the date of this letter.

**TO:** Mayor Mackin  
President Fuller  
Members of City Council

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

**RE:** Res 42-2024

**DATE:** March ,8 2024



### **Subject Matter/Background**

On December 20, 2022, the City of Perrysburg, Ohio passed Resolution 107-2022 authorizing the Mayor and Director of Finance to enter into a three-year agreement with Synagro Central, LLC. for biosolid management services at the wastewater treatment plant.

Due to digester maintenance, the City has a need to update the Agreement with Synagro Central, LLC. to allow for all tipping fees for landfill sludge to be passed through the service provider to the City of Perrysburg at direct cost plus a 5% mark-up.

This Resolution authorizes the Mayor and Director of Finance to execute an Amended Agreement with Synagro Central, LLC. to allow for all tipping fees for landfill sludge to be passed through the service provider to the City of Perrysburg at direct cost plus a 5% mark-up.

### **Financial Review**

Account: 5332-61815-53222

### **Legal Review**

This legislation has been reviewed and is appropriately before you.

### **Recommendation**

If City Council is in agreement, a motion to waive the rules, dispense with the second and third readings, and pass this Resolution.

## **RESOLUTION 42-2024**

### **A RESOLUTION AMENDING RESOLUTION 107-2022 AND AUTHORIZING A CHANGE ORDER TO THE AGREEMENT WITH SYNAGRO CENTRAL, LLC. FOR BIOSOLID MANAGEMENT SERVICES; AND DECLARING AN EMERGENCY**

WHEREAS, it is necessary for the City of Perrysburg to properly dispose of biosolid sludge generated at the wastewater treatment plant throughout the course of the year to maintain the ability to effectively operate the treatment plant; and,

WHEREAS, on December 20, 2022, the City of Perrysburg, Ohio passed Resolution 107-2022 authorizing the Mayor and Director of Finance to enter into a three-year agreement with Synagro Central, LLC. for biosolid management services at the wastewater treatment plant; and,

WHEREAS, due to digester maintenance, the City has a need to update the Agreement with Synagro Central, LLC. to allow for all tipping fees for landfill sludge to be passed through the service provider to the City of Perrysburg at direct cost plus a 5% mark-up; and,

WHEREAS, at its March 27, 2024 meeting the Public Utilities Committee unanimously recommended approval of the agreement.

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

SECTION 1. City Council authorizes this amendment to the original resolution authorizing the Mayor and Director of Finance to execute an Amended Agreement with Synagro Central, LLC. to allow for all tipping fees for landfill sludge to be passed through the service provider to the City of Perrysburg at direct cost plus a 5% mark-up, in accordance with the proposal attached hereto as Exhibit A.

SECTION 2. It is found and determined that all formal actions of Council concerning or relating to the passage of this 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 Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of the citizens of the City of Perrysburg, Wood County, Ohio, in order to allow for timely disposal of biosolid sludge, and shall be in full force and effect from and immediately after its passage and approval by the Mayor.

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

\_\_\_\_\_  
Mayor

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

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

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

Timothy W. Effler  
LAW DIRECTOR

## CHANGE ORDER

No. 1  
Dated 3/22/2024

PROJECT: City of Perrysburg - Biosolids Management Services

CONTRACT DATE: 1/4/2023, Adjustment 1/19/2024.

TO: Synagro, Service Provider

You are directed to make the changes noted below in the Subject Contract.

CITY OF PERRYSBURG, OHIO

BY: AJ Coleman  
TITLE: Deputy Director of Public Utilities  
DATE: 3/22/2024

NATURE OF THE CHANGE: Add contract line item allowing all tipping fees for landfill sludge to be passed through the service provider to the City of Perrysburg at direct cost plus a 5% mark-up.

ATTACHMENTS: \_\_\_\_\_  
\_\_\_\_\_

The changes result in the following adjustment of Contract Price and Time:

|                                                     |                |
|-----------------------------------------------------|----------------|
| Contract Price Prior to this Change Order:          | \$ <u>0.00</u> |
| Net <u>0</u> Resulting from this Change Order:      | \$ <u>0.00</u> |
| Current Contract Price including this Change Order: | \$ <u>0.00</u> |

|                                                    |           |       |
|----------------------------------------------------|-----------|-------|
| Contract Time prior to this Change Order:          | New SC    | _____ |
| Net _____ Resulting from this Change Order:        | New Final | _____ |
| Current Contract Time including this Change Order: |           | _____ |

The above changes are accepted: SYNAGRO Contractor

By: *Ryan Wenger*  
Title: Area Director  
Date: 3/26/2024

**CHANGE ORDER NO. \_\_\_\_\_**  
**FINAL QUANTITY CHANGES**

PROJECT: City of Perrysburg WWTP Digester Improvements, Phase 1

| <u>ITEM #</u> | <u>DESCRIPTION</u> | <u>TOTAL</u><br><u>UNIT PRICE</u> | <u>PREVIOUS</u><br><u>QUANTITY</u> | <u>CHANGE</u> | <u>NEW</u><br><u>QUANTITY</u> | <u>TOTAL</u><br><u>CHANGE-\$</u> |
|---------------|--------------------|-----------------------------------|------------------------------------|---------------|-------------------------------|----------------------------------|
|---------------|--------------------|-----------------------------------|------------------------------------|---------------|-------------------------------|----------------------------------|

TOTAL CHANGE IN CONTRACT PRICE

**TO:** Mayor Mackin  
President Fuller  
Members of City Council

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

**RE:** Resolution 43-2024

**DATE:** March 28, 2024



**Subject Matter/Background**

On February 16th, 2024, the Public Utilities Department had a watermain break on the 24-inch line running down State Route 25. After isolating the leak, utilities personnel determined that the excavation required was beyond the City's internal capabilities. The City contacted Ohio Excavating, who had the availability to assist with the emergency excavation immediately. Ohio Excavating is a reputable company that has completed several jobs of this nature for the City of Perrysburg in the past.

The cost for the emergency excavation work came to Twenty-Six Thousand Seven Hundred Fifty-Seven Dollars and Fifty Cents (\$26,757.50). Due to the emergency nature of the work, the Department of Public Utilities was not able to obtain City Council authorization for the work prior to hiring Ohio Excavating.

Through this Resolution, City Council ratifies the work performed by Ohio Excavating and further authorizes the Mayor and Director of Finance to execute any necessary documents to allow for the payment of the invoice for Twenty-Six Thousand Seven Hundred Fifty-Seven Dollars and Fifty Cents (\$26,757.50) to Ohio Excavating, attached hereto and incorporated herein as Exhibits A.

**Financial Review**

Account: 5331-61814-53999

**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, to ensure timely payment of the invoice, is appropriate.

## **RESOLUTION 43-2024**

**A RESOLUTION RATIFYING CERTAIN WORK PERFORMED BY  
OHIO EXCAVATING AND AUTHORIZING A PAYMENT IN AN  
AMOUNT NOT TO EXCEED TWENTY-SIX THOUSAND SEVEN  
HUNDRED FIFTY-SEVEN DOLLARS AND FIFTY CENTS  
(\$26,757.50); AND DECLARING AN EMERGENCY**

WHEREAS, on February 16th, 2024, the Public Utilities Department had a watermain break on the 24-inch line running down State Route 25. After isolating the leak, utilities personnel determined that the excavation required was beyond the City's internal capabilities; and,

WHEREAS, the City contacted Ohio Excavating, who had the availability to assist with the emergency excavation immediately; and,

WHEREAS, Ohio Excavating is a reputable company that has completed several jobs of this nature for the City of Perrysburg in the past; and,

WHEREAS, the cost for the emergency excavation work came to Twenty-Six Thousand Seven Hundred Fifty-Seven Dollars and Fifty Cents (\$26,757.50); and,

WHEREAS, due to the emergency nature of the work, the Department of Public Utilities was not able to obtain City Council authorization for the work prior to hiring Ohio Excavating; and,

WHEREAS, the Department of Public Utilities is requesting that City Council ratify the work performed by Ohio Excavating and authorize the payment of the invoice for Twenty-Six Thousand Seven Hundred Fifty-Seven Dollars and Fifty Cents (\$26,757.50); and,

WHEREAS, the Utilities Committee, at its meeting held March 27, 2024, unanimously approved advancement of this Resolution to City Council.

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

**SECTION 1.** City Council hereby ratifies the work performed by Ohio Excavating and further authorizes the Mayor and Director of Finance to execute any necessary documents to allow for the payment of the invoice for Twenty-Six Thousand Seven Hundred Fifty-Seven Dollars and Fifty Cents (\$26,757.50) to Ohio Excavating, attached hereto and incorporated herein as Exhibits A.

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

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

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President of Council

---

Mayor

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

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

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

Timothy W. Effler  
LAW DIRECTOR

## INVOICE

9339 W. Bancroft St.  
Holland, Ohio 43528



Office: 419-829-2965  
Fax: 419-829-8634

City of Perrysburg  
201 W. Indiana Ave.  
Perrysburg, Ohio 43551

March 15, 2024

Invoice # 13945 Job # 246528

SR 25  
Emergency Water Repair

Net 10 Days

| <u>QUANTITY</u> | <u>DESCRIPTION</u>          | <u>UNIT PRICE</u> | <u>AMOUNT</u> |
|-----------------|-----------------------------|-------------------|---------------|
| 14 Hrs.         | Low Boy - Mob & Demob       | 155.00            | 2,170.00      |
| 16.5 Hrs.       | 7 Axle Dump                 | 125.00            | 2,062.50      |
| 1 Week          | 329 Cat Excavator & Fuel    | 3,200.00          | 3,200.00      |
| 4 Hrs.          | 257 Cat Skid Steer & Fuel   | 40.00             | 160.00        |
| 2 Hrs.          | 950 Cat Loader & Fuel       | 80.00             | 160.00        |
| 8 Hrs.          | Supervisor                  | 150.00            | 1,200.00      |
| 9.5 Hrs.        | Foreman                     | 150.00            | 1,425.00      |
| 14 Hrs.         | Foreman - OT                | 175.00            | 2,450.00      |
| 2.75 Hrs.       | Foreman - Double Time       | 200.00            | 550.00        |
| 11.25 Hrs.      | Operator                    | 110.00            | 1,237.50      |
| 14 Hrs.         | Operator - OT               | 135.00            | 1,890.00      |
| 2.75 Hrs.       | Operator - Double Time      | 160.00            | 440.00        |
| 11.25 Hrs.      | Laborer                     | 100.00            | 1,125.00      |
| 32 Hrs.         | Laborer - OT                | 125.00            | 4,000.00      |
| 8.25 Hrs.       | Laborer - Double Time       | 150.00            | 1,237.50      |
| 7 Days          | Trench Box                  | 200.00            | 1,400.00      |
| 7 Days          | 2 Street Plates             | 100.00            | 700.00        |
| 6 Days          | 2 Street Plates             | 100.00            | 600.00        |
| 1 L.S.          | Mill Large Hump out of Road | 750.00            | 750.00        |

**26,757.50**

**TO:** Mayor Mackin  
President Fuller  
Members of City Council

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

**RE:** Res 44-2024

**DATE:** March 28, 2024



**Subject Matter/Background**

The Department of Public Service is requesting the purchase of a Vermeer SC5528VP Cutting System for tree stump removal. The purchase of the cutter will significantly reduce the need to outsource the stump grinding of larger trees that the city removes.

The truck is under Sourcewell Contract at a cost of \$76,542.00.

This purchase is in the 2024 Budget.

**Financial Review**

Account#: 4403-41646-55299

**Legal Review**

This Resolution has been reviewed and is appropriately before you.

**Recommendation**

If City Council is in agreement, a motion to suspend the three readings, waive the rules, and authorize this Resolution as an emergency is appropriate. An emergency is recommended to ensure the timely purchase and availability of the equipment.

## **RESOLUTION 44-2024**

**A RESOLUTION AUTHORIZING A PURCHASE AGREEMENT  
WITH VERMEER FOR THE PURCHASE OF A VERMEER  
SC5528VP CUTTING SYSTEM FOR THE DEPARTMENT OF  
PUBLIC SERVICE IN AN AMOUNT NOT TO EXCEED SEVENTY-  
SIX THOUSAND FIVE HUNDRED FORTY-TWO DOLLARS AND  
ZERO CENTS (\$76,542.00); AND DECLARING AN EMERGENCY**

WHEREAS, the Department of Public Service is in need of a higher capacity stump grinder in order to reduce the need to outsource stump grinding of larger trees; and,

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

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

WHEREAS, under the Sourcewell Contract# 031721-VRM, the quote for a Vermeer SC5528VP Cutting System is Seventy-Six Thousand Five Hundred Forty-Two Dollars and Zero Cents (\$76,542.00); and,

WHEREAS, this purchase is in the 2024 budget; and,

WHEREAS, the Public Service Committee of City Council considered this request at their March 27, 2024 meeting and unanimously recommended this legislation be forwarded to City Council.

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

SECTION 1. The Mayor and Director of Finance are authorized to enter into a purchase agreement with Vermeer for a Vermeer SC5528VP Cutting System at a cost not to exceed Seventy-Six Thousand Five Hundred Forty-Two Dollars and Zero Cents (\$76,542.00) in accordance with the proposal attached hereto as Exhibit A.

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

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

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

\_\_\_\_\_  
Mayor

PASSED \_\_\_\_\_

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

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

Timothy W. Effler  
LAW DIRECTOR



EQUIPPED TO  
DO MORE.®

## Invoice

Quote: Q-05177  
Date: 3/19/2024  
Expiration Date: 4/26/2024  
Purchase Order:

Bill To: CITY OF PERRYSBURG  
Dan Ledyard  
201 W INDIANA AVE  
PERRYSBURG, OH 43557

Ship To: CITY OF PERRYSBURG  
Dan Ledyard  
201 W INDIANA AVE  
PERRYSBURG, OH 43557

Mobile:

Email: dledyard@ci.perrysburg.oh.us



Contract # 031721-VRM

| Qty | Product          | DESCRIPTION                                                                                                                                                                        | Net Total                      |
|-----|------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| 1   | VERMEER SC5528VP | KOHLER KDI1903TCR 56HP/42KW T4F/STG IV ENGINE, VERMEER CUTTING SYSTEM (VCS) (WITH GEARBOX), NON RADIO REMOTE CONTROL OPTION.<br><br>STOCK NUMBER: V044430<br>SN: 1VR9132UCP1002079 | \$83,911.00                    |
| 1   | Freight and Prep | Freight and Prep                                                                                                                                                                   | \$2,950.00                     |
| 1   | Discount         | Sourcewell Discount                                                                                                                                                                | \$-10,319.00                   |
|     |                  |                                                                                                                                                                                    | Machine \$83,911.00            |
|     |                  |                                                                                                                                                                                    | Freight and Prep \$2,950.00    |
|     |                  |                                                                                                                                                                                    | Discount \$-10,319.00          |
|     |                  |                                                                                                                                                                                    | Subtotal \$76,542.00           |
|     |                  |                                                                                                                                                                                    | <b>Grand Total \$76,542.00</b> |
|     |                  |                                                                                                                                                                                    | <b>Total Due \$76,542.00</b>   |

CURRENT SOURCEWELL PRICE BASED ON IN STOCK UNIT

*[Signature Page Follows]*

Remit to Address: PO BOX 69561, Baltimore, MD 21264-9561

**Note: Buyer certifies all Trade-Ins are free of encumbrances**

**Notice**

Any holder of this consumer credit contract is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds thereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.

Until the seller is paid in full for said equipment, buyer shall obtain insurance naming seller as "additional insured" covering all risk of loss, theft or damage on equipment and in the event of any such loss, the proceeds of said insurance shall be paid to and assigned to seller. The buyer shall immediately deliver to the seller, a certificate of insurance indicating the same.

**Applicable items denoted below:**

- Sold new with: 1 Year / 1,000 Hours Parts and Labor Standard Vermeer Limited Warranty

All warranty repairs made under this agreement must be made in dealer's shop and buyer is responsible for hauling equipment for repair. All warranty parts must be returned within 30 days. No warranty is given by the dealer for tires, batteries, or accessories, and the buyer is fully responsible for repairs necessitated by accident, misuse, or negligence. This warranty is not transferable.

In the event the equipment described herein is unavailable for any reason beyond the seller's control, the seller shall not be liable for any damages caused to the buyer.

If any sales, use, excise, or other tax is not stated correctly herein or is changed by an applicable government authority and effective to this purchase, the amount due hereunder shall be adjusted accordingly.

The equipment purchased herein is hereby pledged to seller as security until the entire purchase has been paid, buyer authorizes seller to file a UCC-1 Financing Statement against the buyer for said equipment until paid in full.

The parties agree that this is the entire agreement and that no oral representation or agreement has been made which would modify this agreement or be a condition precedent or subsequent to the enforcement of this agreement and that this agreement may not be modified except by a writing signed by each of the parties.

I hereby agree

to the conditions of this order, expressed in the foregoing, constituting a purchase order contract. I hereby certify that I am 21 years of age or older and acknowledge receipt of a copy of this order. In order to secure buyer's obligations under this agreement and any extension, renewal, or modification thereof, buyer hereby grants to dealer a security interest in all of the goods described herein, and all accessions and additions thereto and all proceeds thereof.

Notice to the buyer:

Do not sign this contract before you read it or if it contains blank spaces. You are entitled to a copy of the contract you sign. You have the right to pay in advance the unpaid balance of this contract.

Buyer's signature: \_\_\_\_\_ Date: \_\_\_\_\_  
By signing this agreement the buyer agrees to above provisions

Salesman signature: \_\_\_\_\_ Date: \_\_\_\_\_

**TO:** Mayor Mackin  
President Fuller  
Members of City Council

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

**RE:** Res 45-2024

**DATE:** March 28, 2024



**Subject Matter/Background**

The Department of Public Service is requesting the purchase of a Toro Dingo TX 1300 to be used during tree removals, clearing storm damage, landscaping, seeding, mulching, snow removal, and excavation work. This purchase will eliminate the periodic need for the rental of such a vehicle.

The truck is under Sourcewell Contract at a cost of \$65,453.21.

This purchase is in the 2024 Budget.

**Financial Review**

Account#: 4403-41646-55299

**Legal Review**

This Resolution has been reviewed and is appropriately before you.

**Recommendation**

If City Council is in agreement, a motion to suspend the three readings, waive the rules, and authorize this Resolution as an emergency is appropriate. An emergency is recommended to ensure the timely purchase and availability of the equipment.

## **RESOLUTION 45-2024**

**A RESOLUTION AUTHORIZING A PURCHASE AGREEMENT  
WITH CENTURY EQUIPMENT FOR THE PURCHASE OF A TORO  
DINGO TX 1300 FOR THE DEPARTMENT OF PUBLIC SERVICE IN  
AN AMOUNT NOT TO EXCEED SIXTY-FIVE THOUSAND FOUR  
HUNDRED FIFTY-THREE DOLLARS AND TWENTY-ONE CENTS  
(\$65,453.21); AND DECLARING AN EMERGENCY**

WHEREAS, the Department of Public Service is in need of a new multi-use vehicle for use during tree removal, storm damage, landscaping and other various vital functions; and,

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

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

WHEREAS, under the Sourcewell Contract# 031121-TTC, the quote for a Toro Dingo TX 1300 is Sixty-Five Thousand Four Hundred Fifty-Three Dollars and Twenty-One Cents (\$65,453.21); and,

WHEREAS, the Public Service Committee of City Council considered this request at their March 27, 2024, meeting and unanimously recommended this legislation be forwarded to City Council.

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

SECTION 1. The Mayor and Director of Finance are authorized to enter into a purchase agreement with Century Equipment for the purchase of a Toro Dingo TX 1300 at a cost not to exceed Sixty-Five Thousand Four Hundred Fifty-Three Dollars and Twenty-One Cents (\$65,453.21) in accordance with the proposal attached hereto as Exhibit A.

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

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

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

\_\_\_\_\_  
Mayor

PASSED \_\_\_\_\_

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

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

Timothy W. Effler  
LAW DIRECTOR



**QUOTATION**

**Date 03/13/24**

**For: City of Perrysburg**

**From: Toledo Office located at:  
5959 Angola Road  
Toledo, OH 43615  
800-346-0066**

**Perrysburg Ohio**

**Attn: Mr. Greg Kuhr**

**SalesRep: Greg Walter**

| Qty | Model# | Description | MSRP | Sourcewell |
|-----|--------|-------------|------|------------|
|-----|--------|-------------|------|------------|

*Sourcewell Contract member ID # 38930*

|              |          |                            |           |           |
|--------------|----------|----------------------------|-----------|-----------|
| Siteworks_II |          |                            |           |           |
| 1            | 22370    | Dingo TX 1300              | 60,845.00 | 50,501.35 |
| 1            | 22342    | TX 1000 High Volume Bucket | 1,735.00  | 1,440.05  |
| 1            | 22586    | Dingo Adjustable Forks     | 1,320.00  | 1,095.60  |
| 1            | 23165    | Leveler                    | 1,060.00  | 879.80    |
| 1            | 23702    | Power Box Rake             | 11,120.00 | 9,229.60  |
| 2            | 139-7200 | Hoses                      |           | 156.20    |
| 1            | 145-4454 | Hoses                      |           | 244.21    |
|              |          | Sub-Total:                 |           | 63,546.81 |

(No Trades Quoted)

|                           |                  |
|---------------------------|------------------|
| <b>Merchandise Total</b>  | <b>63,546.81</b> |
| <b>Trade-In Credit</b>    | <b>0.00</b>      |
| <b>Destination Charge</b> | <b>1,906.40</b>  |
| <b>0.00% * Sales Tax</b>  | <b>0.00</b>      |
|                           | <b>65,453.21</b> |

**Accepted By: \_\_\_\_\_**

**Date: \_\_\_\_\_**

**TO:** Mayor Mackin  
President Fuller  
Members of City Council

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

**RE:** Resolution 46-2024

**DATE:** March 28, 2024



**Subject Matter/Background**

This is a Resolution authorizing the award of the Bid and Agreement to American Roadway Logisitics for the 2024 Pavement Marking Project.

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

The bid for the project was \$120,112.00. The City Engineer requesting a 10% contingency, leaving the total cost of the project at \$132,123.20.

**Financial Review**

Account: 2223-71545-53999

**Legal Review**

This legislation has been reviewed and is appropriately before you.

**Recommendation**

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

## **RESOLUTION 46-2024**

**A RESOLUTION AUTHORIZING THE AWARD OF THE BID AND AGREEMENT WITH AMERICAN ROADWAY LOGISTICS, INC. IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THIRTY-TWO THOUSAND ONE HUNDRED TWENTY-THREE DOLLARS AND TWENTY CENTS (\$132,123.20), FOR THE 2024 PAVEMENT MARKING PROJECT; AND DECLARING AN EMERGENCY**

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

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

WHEREAS, the City of Perrysburg received three (3) bids and the bid received from American Roadway Logistics, Inc., of Norton, Ohio, provided the lowest and best bid for the proposed work, and they have the equipment, expertise, personnel, and knowledge to perform the required work; and

WHEREAS, the cost for the project is One Hundred Twenty Thousand One Hundred Twelve Dollars and Zero Cents (\$120,112.00), with the City Engineer requesting a 10% contingency, leaving the total cost of the project at an amount not to exceed One Hundred Thirty-Two Thousand One Hundred Twenty-Three Dollars and Twenty Cents (\$132,123.20); and,

WHEREAS, the Service Committee, at its meeting held March 27, 2024, unanimously approved advancement of this Agreement to City Council.

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

SECTION 1. City Council authorizes the award of the Bid to American Roadway Logistics, Inc. for the 2024 Pavement Marking Project; and the Mayor and Director of Finance are authorized to enter into an Agreement with American Roadway Logistics for the Pavement Marking Project at a cost of One Hundred Twenty Thousand One Hundred Twelve Dollars and Zero Cents (\$120,112.00), as outlined in the quote attached hereto and incorporated herein as Exhibit A, and the Mayor and Director of Finance are further authorized to approve all change orders considered necessary to this project in an amount not to exceed 10% percent for a

total project amount not to exceed One Hundred Thirty-Two Thousand One Hundred Twenty-Three Dollars and Twenty Cents (\$132,123.20).

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

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

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

\_\_\_\_\_  
Mayor

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

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

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

Timothy W. Effler  
LAW DIRECTOR

General Info

Total:

\$120,112.00

| Number                                  | Description                                                                                                                                                                                                                                                                  |
|-----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2024 Annual Pavement Markings           | This project will consist of pavement marking in various locations across the City of Perrysburg. Due to fading, the existing pavement markings need new paint to be applied to them. All paint must adhere to the Ohio Manual of Uniform Traffic Control Devices standards. |
| <b>Deadline</b>                         |                                                                                                                                                                                                                                                                              |
| 03/21/2024 02:00 PM EDT                 | EARLIEST START DATE: June 1, 2024                                                                                                                                                                                                                                            |
| <b>Vendor</b>                           |                                                                                                                                                                                                                                                                              |
| American Roadway Logistics              | FINAL COMPLETION DATE: November 15, 2024                                                                                                                                                                                                                                     |
| <b>Submitted</b>                        |                                                                                                                                                                                                                                                                              |
| 03/19/2024 01:27 PM EDT                 | This contract is subject to the provision of State of Ohio, Prevailing Wage Rates. The subsequent contract will require certificates of insurance and may require performance and payment bonds.                                                                             |
| <b>Signed by</b>                        |                                                                                                                                                                                                                                                                              |
| William Zimmerman                       | In order to be considered responsive, the contractor and all subcontractors will need to comply with City Ordinance 08-2023 which was passed in April of 2023. A copy of the Ordinance 08-2023 is included in the attachment list.                                           |
| <b>Account Holder</b> William Zimmerman |                                                                                                                                                                                                                                                                              |
| <b>Opened</b>                           | Engineering Estimate for the entire project: \$ 120,000                                                                                                                                                                                                                      |
| 03/21/2024 02:01 PM EDT                 | <b>Allows zero unit prices and labor</b>                                                                                                                                                                                                                                     |
| <b>By</b>                               | Yes                                                                                                                                                                                                                                                                          |
| bthomas@ci.perrysburg.oh.us             | <b>Allows negative unit prices and labor</b>                                                                                                                                                                                                                                 |
|                                         | Yes                                                                                                                                                                                                                                                                          |

# Ordinance 08-2023 Confirmation Statement

---

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

**Statement #1**

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

**Statement #2**

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

**Statement #3**

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

- 1) Graduated from or are participating in a construction apprenticeship program certified and regulated by the State of Ohio or the U.S. Department of Labor.
- 2) Have at least five (5) years of documented experience in the specified field.

**Statement #1 Answer \***

Yes

**Statement #2 Answer \***

Yes

**Statement #3 Answer \***

Yes

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

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

**Signature \***

William Zimmerman

**Title \***

Director Northwest Ohio

**Bidder Company Name \***

American Roadway Logistics

**Date \***

3-14-2024

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

Attachment List

---

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

---

2\_LegalNotice\_Pavement Markings 02.27.24.pdf (77.6 KB)  
Legal Notice

---

4\_InstructionstoBid-FY21 02.27.24.pdf (97.4 KB)  
Instructions to Bidders

---

5\_General Conditions.pdf (222 KB)  
General Conditions

---

6\_Specs\_FY21 02.27.24.pdf (114 KB)  
Specifications

---

7\_Insurance Requirements.pdf (114 KB)  
Insurance Requirements

---

8\_ContractForm\_FY21 02.27.24.pdf (476 KB)  
Contract Form

---

Proposal

BID

Proposal of: \*

American Roadway Logistics

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

Ohio

doing business as \*

"a corporation"

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

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

2024 Annual Pavement Markings

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

One Hundred Twenty Thousand, One Hundred and Twelve Dollars and Zero Cents

\$ (in currency): \*

\$120,112.00

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

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

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

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

**Addenda #:** \*

N/A

**Addenda Date:** \*

N/A

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

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

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

**Signature:** \*

William Zimmerman

**Address:** \*

2661 Barber Road

**Title:** \*

Director Northwest Ohio

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

Norton Ohio 44203

**Legal Name of Bidder:** \*

American Roadway Logistics

**Phone Number:** \*

(330) 659-2013 x114

**Fax Number:** \*

330-659-0200

**E-mail Address \***

bzimmerman@arlinc.us

Base Bid

\$120,112.00

| Item Code                                 | Description            | Quantity  | Units | Unit Price | Extension           |
|-------------------------------------------|------------------------|-----------|-------|------------|---------------------|
| Alternates are not included in bid total. |                        |           |       |            |                     |
| 642                                       | Edge Line              | 22.37     | Miles | \$550.00   | \$12,303.50         |
| 642                                       | Yellow Edge Line       | 3.32      | Miles | \$550.00   | \$1,826.00          |
| 642                                       | Lane Line              | 8.60      | Miles | \$400.00   | \$3,440.00          |
| 642                                       | Center Line            | 32.23     | Miles | \$750.00   | \$24,172.50         |
| 642                                       | Channelizing Lines     | 19,800.00 | LF    | \$0.50     | \$9,900.00          |
| 642                                       | Transverse Lines       | 4,667.00  | LF    | \$2.00     | \$9,334.00          |
| 642                                       | School Symbol Markings | 16.00     | Each  | \$200.00   | \$3,200.00          |
| 642                                       | Lane Arrows            | 375.00    | Each  | \$30.00    | \$11,250.00         |
| 642                                       | Dotted Lines           | 3,300.00  | LF    | \$1.00     | \$3,300.00          |
| 642                                       | Railroad Symbol        | 31.00     | Each  | \$250.00   | \$7,750.00          |
| 642                                       | Stop Bar               | 2,500.00  | LF    | \$2.00     | \$5,000.00          |
| 642                                       | 24" Crosswalks         | 12,153.00 | LF    | \$2.00     | \$24,306.00         |
| 642                                       | Bike Crossing          | 2.00      | Each  | \$100.00   | \$200.00            |
| 642                                       | Bullnose               | 170.00    | SF    | \$2.00     | \$340.00            |
| 642                                       | Parking Stalls         | 270.00    | LF    | \$2.00     | \$540.00            |
| 642                                       | Handicap Symbol        | 1.00      | Each  | \$100.00   | \$100.00            |
| 642                                       | Sharrow Markings       | 42.00     | Each  | \$75.00    | \$3,150.00          |
|                                           |                        |           |       |            | Total: \$120,112.00 |

BID GUARANTEE AND PERFORMANCE BOND

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

American Roadway Logistics

as Principal and \*

The Cincinnati Insurance Company

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

March 21, 2024

to undertake the project known as: \*

2024 Annual Pavement Markings

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

One Hundred Twenty Thousand, One Hundred and Twelve Dollars and Zero Cents

\$ (in currency):

\$120,112.00

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

Bond Percentage

10.00%

Guarantee Method \*

Electronic Bid Bond

| Electronic Bid Bond |                 |                                           |
|---------------------|-----------------|-------------------------------------------|
| Bond ID *           | Surety Agency * | Verify Bid Bond *                         |
| SOH0314431039       | Surety 2000     | Bid bond verification has been completed. |

**Surety State \***

Ohio

**Principal \***

American Roadway Logistics

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

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

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

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

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

**Principal: \***

American Roadway Logisitcs

**By: \***

William Zimmerman

**Title: \***

Director Northwest Ohio

**Surety: \***

The Cincinnati Insurance Company

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

Shelly M. Martin

**Address: \***

P.O. Box 145496 Cincinnati Ohio 45250

**Agent: \***

Arthur J Gallagher Risk Management Services, LLC

**Address: \***

201 E. Fourth Street, Suite 625 Cincinnati, OH 45202

# EXPERIENCE STATEMENT

---

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

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

**Response to the above: \***

See attached Qualification & Experience Statement & Financial Statement

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

**Name: \***

Heidi Claxton

**Title: \***

President

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

**Name: \***

Jonathon Claxton

**Title: \***

Vice President

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

**Name: \***

N/A

**Title: \***

N/A

# LIST OF SUBCONTRACTORS

---

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

**Name: \***

N/A

**Address: \***

N/A

**Type of Work: \***

N/A

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

**Signed By: \***

William Zimmerman

**Title \***

Director Northwest Ohio

**Company \***

American Roadway Logistics

**Date \***

3-18-2024

# NONCOLLUSION AFFIDAVIT

---

**STATE OF: \***

Ohio

**COUNTY OF: \***

Summit

**Bid Identification \***

2024 Annual Pavement Markings

**Bidder's Name \***

American Roadway Logistics

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

\*

other

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

Director Northwest Ohio

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

American Roadway Logistics

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

**Signed: \***

William Zimmerman

**Title: \***

Director Northwest Ohio

# SUBSTITUTIONS/OPTIONS FORM

Optional: Vendor is not required to complete.

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

No bid

## PREVAILING WAGE RESPONSIBILITIES

---

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

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

Prevailing Wage Determination must be posted on the project site.

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

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

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

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

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

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

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

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

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

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

F. Total deductions

G. Net pay for the pay period

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

**Perrysburg Prevailing Wage Coordinator**

**201 West Indiana Avenue**

**Perrysburg, OH 43551**

**(419) 872-7880**

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

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

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

## Perrysburg Code 252.02(G) Disclosures

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

No

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

No

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

Yes, see attached

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

DBE See attached

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

No

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

See attached Qualification & Experience Statement

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

See attached Open Contract Jobs, Closed jobs, and References

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

No

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

See Attached Experience of management

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

No

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

No

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

See attached Safety Policy

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

See attached DFWP Policy & Certificate

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

45%

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

**Company Name \***

American Roadway Logistics

**Signature \***

William Zimmerman

**Title \***

Director Northwest Ohio

**Date \***

3-18-2024

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

| Name                                                           | Omission Terms     | Submitted File                                                             |
|----------------------------------------------------------------|--------------------|----------------------------------------------------------------------------|
| Optional: Vendor is not required to complete.                  |                    |                                                                            |
| Miscellaneous Attachment as Needed<br>Miscellaneous Attachment | Omit if Not Needed | Qualification & Experience Statement.pdf                                   |
| Miscellaneous Attachment as Needed<br>Miscellaneous Attachment | Omit if Not Needed | BWC Certificate 7-1-2023 to 7-1-2024.pdf                                   |
| Miscellaneous Attachment as Needed<br>Miscellaneous Attachment | Omit if Not Needed | ARL-Final-Review-2022-Finances.pdf                                         |
| Miscellaneous Attachment as Needed<br>Miscellaneous Attachment | Omit if Not Needed | OpenContractJobs (2).pdf                                                   |
| Miscellaneous Attachment as Needed<br>Miscellaneous Attachment | Omit if Not Needed | Experience of Management.docx                                              |
| Miscellaneous Attachment as Needed<br>Miscellaneous Attachment | Omit if Not Needed | Safety Policy.pdf                                                          |
| Miscellaneous Attachment as Needed<br>Miscellaneous Attachment | Omit if Not Needed | DFWP Certificate.pdf                                                       |
| Miscellaneous Attachment as Needed<br>Miscellaneous Attachment | Omit if Not Needed | DBE Certificate 2024.pdf                                                   |
| Miscellaneous Attachment as Needed<br>Miscellaneous Attachment | Omit if Not Needed | Drug-Free Workplace Policy.pdf                                             |
| Miscellaneous Attachment as Needed<br>Miscellaneous Attachment | Omit if Not Needed | Equipment for Pavement Marking Bids 2024.pdf                               |
| Miscellaneous Attachment as Needed<br>Miscellaneous Attachment | Omit if Not Needed | ClosedJobs.pdf                                                             |
| Miscellaneous Attachment as Needed<br>Miscellaneous Attachment | Omit if Not Needed | Non-Municipality References.pdf                                            |
| Miscellaneous Attachment as Needed<br>Miscellaneous Attachment | Omit if Not Needed | Municipality References.pdf                                                |
| Miscellaneous Attachment as Needed<br>Miscellaneous Attachment | Omit if Not Needed | I am not enclosing this document because the omission terms have been met. |
| <b>14 Required Documents</b>                                   |                    |                                                                            |

Required Document List

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

**TO:** Mayor Mackin  
President Fuller  
Members of City Council

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

**RE:** Res 47-2024

**DATE:** March 28, 2024



**Subject Matter/Background**

A Resolution authorizing awarding a bid and agreement with M&M Foamworks, LLC for sidewalk lifting and repair for the 2024 Sidewalk Program.

This project consists of repairing City sidewalks by lifting or grinding any City sidewalk section identified as needing repair, or by fully replacing sections that are beyond the repair specifications.

The project has been budgeted at \$200,000. M&M Foamworks will provide these services on an as-needed basis until the project allotment has been exhausted according to the following price schedule:

Sidewalk Lift - \$6.00

Sidewalk Grind - \$12.00

Remove and Replace - \$17.00

**Financial Review**

Account: 4403-11755-55999

**Legal Review**

This legislation has been reviewed and is appropriately before you.

**Recommendation**

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

## **RESOLUTION 47-2024**

### **A RESOLUTION AWARDING A BID AND AGREEMENT WITH M&M FOAMWORKS, LLC NOT TO EXCEED TWO HUNDRED THOUSAND DOLLARS (\$200,00.00) FOR THE 2024 SIDEWALK PROGRAM; AND DECLARING AN EMERGENCY**

WHEREAS, the City of Perrysburg, Ohio solicited general contractor bids for its 2024 Sidewalk program, and the City issued a bid package which contained all relevant specifications and requirements for the program, which acknowledged that the City was authorized to waive minor irregularities in bidding which did not affect the fairness of the process, and pursuant to which the City would accept the lowest and best bid for the required work; and,

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

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

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

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

WHEREAS, the Service Committee, at its meeting held March 27, 2024, unanimously approved advancement of this Agreement to City Council.

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

SECTION 1. The City Council authorizes the award of the Bid for the sidewalk lifting and repair portion of the 2024 Sidewalk Program to M&M Foamworks, LLC; and, the Mayor and Director of Finance are authorized to execute an Agreement with M&M Foamworks, LLC for the 2024 Sidewalk Program in an amount not to exceed Two Hundred Thousand Dollars (\$200,000.00) as outlined in the quote attached hereto and incorporated herein as Exhibit A.

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

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

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

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

\_\_\_\_\_  
Mayor

PASSED \_\_\_\_\_

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

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

Timothy W. Effler  
LAW DIRECTOR

General Info

Total:

\$35.00

| Number                       | Description                                                                                                                                                                                                                       |
|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2024 Sidewalk Repair Program | Perrysburg 2023 Sidewalk Program                                                                                                                                                                                                  |
| Deadline                     | This project consists of repairing City sidewalks by lifting, leveling or grinding of any City sidewalk section that has been identified in need of repair or fully replacing sections that are beyond the repair specifications. |
| 03/21/2024 02:00 PM EDT      |                                                                                                                                                                                                                                   |
| Vendor                       | The project will be awarded to the lowest and most responsive bidder based on the Grand Total Price of the Base Bid.                                                                                                              |
| FoamWork Solutions           |                                                                                                                                                                                                                                   |
| Submitted                    | As part of the 2023 Sidewalk Program approximately 32,500 sf of sidewalk was lifted, 1,900 sf of sidewalk was replaced and 570 lf of sidewalk was ground down.                                                                    |
| 03/20/2024 09:51 PM EDT      |                                                                                                                                                                                                                                   |
| Signed by                    | Engineering Estimate for the entire project: \$ 200,000                                                                                                                                                                           |
| Jesse Miller Account Holder  | Allows zero unit prices and labor                                                                                                                                                                                                 |
| Jesse Miller                 | Yes                                                                                                                                                                                                                               |
| Opened                       | Allows negative unit prices and labor                                                                                                                                                                                             |
| 03/21/2024 02:05 PM EDT      | Yes                                                                                                                                                                                                                               |
| By                           |                                                                                                                                                                                                                                   |
| bthomas@ci.perrysburg.oh.us  |                                                                                                                                                                                                                                   |

# Ordinance 08-2023 Confirmation Statement

---

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

**Statement #1**

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

**Statement #2**

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

**Statement #3**

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

- 1) Graduated from or are participating in a construction apprenticeship program certified and regulated by the State of Ohio or the U.S. Department of Labor.
- 2) Have at least five (5) years of documented experience in the specified field.

**Statement #1 Answer \***

Yes

**Statement #2 Answer \***

Yes

**Statement #3 Answer \***

Yes

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

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

**Signature \***

Jesse Miller

**Title \***

Owner

**Bidder Company Name \***

M&M Foamworks, LLC

**Date \***

3/11/24

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

Attachment List

|                                                                           |
|---------------------------------------------------------------------------|
| Ordinance 8-2023 Signed.pdf (759 KB)<br>Ordinance 08-2023                 |
| Scope.pdf (29.8 KB)<br>Scope of Work                                      |
| Sidewalk Criteria.pdf (50.4 KB)<br>Sidewalk Criteria                      |
| 03_LegalNotice_sidewalk 2024.pdf (78.4 KB)<br>Legal Notice                |
| 04 Insurance Requirements.pdf (115 KB)<br>Insurance Requirements          |
| 05_Specs_sidewalk 2024.pdf (98.4 KB)<br>Specifications                    |
| 7_InstructionstoBid-sidewalk 2024.pdf (97.4 KB)<br>Instruction to Bidders |
| 08 General Conditions.pdf (230 KB)<br>General Conditions                  |
| 10_ContractForm_sidewalk 2024.pdf (476 KB)<br>Contract Form               |

Proposal

BID

Proposal of: \*

M&M Foamworks LLC

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

Ohio

doing business as \*

"a corporation"

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

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

2024 Sidewalk Repair Program

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

two hundred thousand dollars

\$ (in currency): \*

\$200,000.00

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

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

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

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

**Addenda #:** \*

N/A

**Addenda Date:** \*

N/A

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

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

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

**Signature:** \*

Jesse Miller

**Address:** \*

700 W Boundary Suite D

**Title:** \*

Owner

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

Perrysburg, Ohio 43551

**Legal Name of Bidder:** \*

M&M Foamworks LLC

**Phone Number:** \*

(419) 215-5353

**Fax Number:** \*

NA

**E-mail Address** \*

jesse@fwslift.com

Base Bid

\$35.00

| Item Code                                 | Description                         | Quantity | Units | Unit Price | Extension      |
|-------------------------------------------|-------------------------------------|----------|-------|------------|----------------|
| Alternates are not included in bid total. |                                     |          |       |            |                |
| SP                                        | Lift Sidewalk Section               | 1.00     | SF    | \$6.00     | \$6.00         |
| SP                                        | Grind Sidewalk Section              | 1.00     | SF    | \$12.00    | \$12.00        |
| SP                                        | Remove and Replace Sidewalk Section | 1.00     | SF    | \$17.00    | \$17.00        |
|                                           |                                     |          |       |            | Total: \$35.00 |

BID GUARANTEE AND PERFORMANCE BOND

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

M&M Foamworks LLC

as Principal and \*

Arch Insurance Company

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

Clty of Perrysburg

to undertake the project known as: \*

2024 Sidewalk Repair Program

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

ten percent of the amount bid or

\$ (in currency):

\$20,000.00

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

Bond Percentage

10.00%

Guarantee Method \*

Certified Check or Paper Bid  
Bond

Certified Check or Paper Bid Bond

Confirmation \*

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

found to be the Apparent Low Bidder.

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

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

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

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

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

**Principal: \***

M&M Foamworks LLC

**By: \***

Jesse Miller

**Title: \***

Owner

**Surety: \***

Arch Insurance Company

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

Gary T. Eastman

**Address: \***

1601 Cherry St. Suite 1500, Philadelphia PA 19102

**Agent: \***

Gary T. Eastman, Attorney-in-Fact

**Address: \***

4901 W. 136th Street, Leakwood KS 66224

# EXPERIENCE STATEMENT

---

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

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

**Response to the above: \***

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

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

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

Name: \*  
Jesse Miller

Title: \*  
Owner

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

Name: \*  
Thomas McNamee

Title: \*  
Owner

# LIST OF SUBCONTRACTORS

---

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

**Name: \***

Varga Custom Concrete, LLC

**Address: \***

259 S Manor Ct. Oak Harbor, OH 43449

**Type of Work: \***

Concrete removal and replacement

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

**Signed By: \***

Jesse Miller

**Title \***

Owner

**Company \***

M&M Foamworks LLC

**Date \***

3/13/2024

# NONCOLLUSION AFFIDAVIT

---

**STATE OF: \***

Ohio

**COUNTY OF: \***

Wood

**Bid Identification \***

2024 Sidewalk Repair Program

**Bidder's Name \***

M&M Foamworks LLC

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

\*

partner

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

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

FoamWorks Concrete Leveling

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

**Signed: \***

Jesse Miller

**Title: \***

Owner

# SUBSTITUTIONS/OPTIONS FORM

Optional: Vendor is not required to complete.

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

N/A

## PREVAILING WAGE RESPONSIBILITIES

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

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

Prevailing Wage Determination must be posted on the project site.

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

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

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

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

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

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

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

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

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

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

F. Total deductions

G. Net pay for the pay period

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

**Perrysburg Prevailing Wage Coordinator**

**201 West Indiana Avenue**

**Perrysburg, OH 43551**

**(419) 872-7880**

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

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

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

## Perrysburg Code 252.02(G) Disclosures

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

No

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

No

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

Yes

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

N/A

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

No

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

See Attached

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

See Attached

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

No

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

See Attached

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

No

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

No

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

See Attached

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

No

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

70%

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

**Company Name \***

M&M Foamworks LLC

**Signature \***

Jesse Miller

**Title \***

Owner

**Date \***

3/20/2024

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

| Name                                                           | Omission Terms     | Submitted File                                                             |
|----------------------------------------------------------------|--------------------|----------------------------------------------------------------------------|
| Optional: Vendor is not required to complete.                  |                    |                                                                            |
| Miscellaneous Attachment as Needed<br>Miscellaneous Attachment | Omit if Not Needed | I am not enclosing this document because the omission terms have been met. |
| Miscellaneous Attachment as Needed<br>Miscellaneous Attachment | Omit if Not Needed | I am not enclosing this document because the omission terms have been met. |
| Miscellaneous Attachment as Needed<br>Miscellaneous Attachment | Omit if Not Needed | Certificate of Workers' Compensation.pdf                                   |
| Miscellaneous Attachment as Needed<br>Miscellaneous Attachment | Omit if Not Needed | I am not enclosing this document because the omission terms have been met. |
| Miscellaneous Attachment as Needed<br>Miscellaneous Attachment | Omit if Not Needed | I am not enclosing this document because the omission terms have been met. |
| Miscellaneous Attachment as Needed<br>Miscellaneous Attachment | Omit if Not Needed | Work Experience 3.18.24.pdf                                                |
| Miscellaneous Attachment as Needed<br>Miscellaneous Attachment | Omit if Not Needed | Work History 3.18.24.pdf                                                   |
| Miscellaneous Attachment as Needed<br>Miscellaneous Attachment | Omit if Not Needed | I am not enclosing this document because the omission terms have been met. |
| Miscellaneous Attachment as Needed<br>Miscellaneous Attachment | Omit if Not Needed | Project Management Team.pdf                                                |
| 14 Required Documents                                          |                    |                                                                            |

| Name                                                           | Omission Terms     | Submitted File                                                             |
|----------------------------------------------------------------|--------------------|----------------------------------------------------------------------------|
| Miscellaneous Attachment as Needed<br>Miscellaneous Attachment | Omit if Not Needed | I am not enclosing this document because the omission terms have been met. |
| Miscellaneous Attachment as Needed<br>Miscellaneous Attachment | Omit if Not Needed | I am not enclosing this document because the omission terms have been met. |
| Miscellaneous Attachment as Needed<br>Miscellaneous Attachment | Omit if Not Needed | FCL Safety Manual.pdf                                                      |
| Miscellaneous Attachment as Needed<br>Miscellaneous Attachment | Omit if Not Needed | I am not enclosing this document because the omission terms have been met. |
| Miscellaneous Attachment as Needed<br>Miscellaneous Attachment | Omit if Not Needed | I am not enclosing this document because the omission terms have been met. |
| 14 Required Documents                                          |                    |                                                                            |

Required Document List

| Name                                                                                                 |  | Omission Terms                    | Submitted File                                                                               |
|------------------------------------------------------------------------------------------------------|--|-----------------------------------|----------------------------------------------------------------------------------------------|
| Consent of Surety<br>If providing a certified check or paper bid bond in lieu of Electronic Bid Bond |  | Electronically verifying Bid Bond | M&M<br>Foamworks -<br>Perrysburg bid<br>bond<br>3.11.24.pdf                                  |
| Miscellaneous Attachment as Needed<br>Miscellaneous Attachment                                       |  | Omit if Not Needed                | I am not<br>enclosing this<br>document<br>because the<br>omission terms<br>have been<br>met. |
| 2 Required Documents                                                                                 |  |                                   |                                                                                              |

**TO:** Mayor Mackin  
President Fuller  
Members of City Council

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

**RE:** Res 48-2024

**DATE:** March 28, 2024



**Subject Matter/Background**

On July 12, 2022, The City of Perrysburg entered into an agreement with Ohio Department of Transportation (ODOT) for the construction of Phase 3 of the Maumee River Multi Use Path, which is a transportation project eligible for Federal funding. The original agreement had a placeholder for the maximum funding cap for the project, due to the fact that Phase 4 of the project was yet to be completed.

Through this Resolution, City Council authorizes the ratification of the July 12, 2022 agreement and further authorizes the Mayor and Director of Finance to execute Amendment No. 1, in order to clarify the maximum funding cap for the project. The new funding cap for the project will be One Hundred Sixty-Three Thousand One Hundred Twenty Dollars and Zero Cents (\$163,120.00).

**Financial Review**

There is no financial impact to the City.

**Legal Review**

This legislation has been reviewed and is appropriately before you.

**Recommendation**

If City Council is in agreement, a motion to suspend the rules, waive the three readings and pass this legislation as an emergency is appropriate. An emergency is requested in order to allow for the project to proceed in a timely manner.

## **RESOLUTION 48-2024**

### **A RESOLUTION RATIFYING THE LPA FEDERAL LOCAL-LET PROJECT AGREEMENT FOR THE CONSTRUCTION OF PHASE 3 OF THE MAUMEE RIVER MULTI USE PATH, ODOT PID 109388 AND AUTHORIZING AMENDMENT NO. 1 TO SAID AGREEMENT; AND DECLARING AN EMERGENCY**

WHEREAS, on July 12, 2022, The City of Perrysburg entered into an agreement with Ohio Department of Transportation (ODOT) for the construction of Phase 3 of the Maumee River Multi Use Path, which is a transportation project eligible for Federal funding; and,

WHEREAS, in coordination with the Ohio Department of Transportation, the City of Perrysburg serves as the Local Public Agency on the construction of Phase 4 of the Maumee River Multi Use Path; and,

WHEREAS, the original agreement had a placeholder for the maximum funding cap for the project, due to the fact that Phase 4 of the project was yet to be completed; and,

WHEREAS, this Resolution requests the ratification of the Agreement signed on July 12, 2022 and the authorization for the Mayor and Director of Finance to execute Amendment No. 1, which clarifies the maximum funding cap for the project; and,

WHEREAS, the Service Committee, at its meeting held March 27, 2024, unanimously approved advancement of this Resolution to City Council.

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

SECTION 1. City Council authorizes the ratification of the July 12, 2022 agreement, attached hereto and incorporated herein as Exhibit A; and further authorizes the Mayor and Director of Finance to execute Amendment No. 1, attached hereto and incorporated herein as Exhibit B, in order to clarify the maximum funding cap for the project. The new funding cap for the project will be One Hundred Sixty-Three Thousand One Hundred Twenty Dollars and Zero Cents (\$163,120.00).

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, and shall be in full force and effect from and immediately after its passage and approval by the Mayor.

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

\_\_\_\_\_  
Mayor

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

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

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

Timothy W. Effler  
LAW DIRECTOR

**SAM Unique Entity ID:** \_\_\_\_\_

**CFDA 20.205**

## **LPA FEDERAL LOCAL-LET PROJECT AGREEMENT**

**THIS AGREEMENT** is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the City of Perrysburg, hereinafter referred to as the LPA, 127 West Fifth St, Perrysburg, OH 43551

### **1. PURPOSE**

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the **Ohio Revised Code** (hereinafter referred to as ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The Maumee River Multi-use path Phase 3 project on Water St from Riverside Park to the Greenlane which will also include necessary related work (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

### **2. LEGAL REFERENCES AND COMPLIANCE**

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:
  - a. National Transportation Act, Title 23, U.S.C.; 23 CFR 635.105;
  - b. Federal Funding Accountability and Transparency Act of 2006 (FFATA);
  - c. 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
  - d. ODOT Locally Administered Transportation Projects, Manual of Procedures; and
  - e. State of Ohio Department of Transportation Construction and Material Specifications Manual (applicable to dates of PROJECT).
- 2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.
- 2.3 The LPA shall have on file a completed and approved Local-let Participation Requirement Review Form before the first required submission of the Project's Stage Plan Set. Failure to comply will result in the delay of the Federal Authorization, for Construction, until the Form has been completed

and approved. Failure to submit a completed Form will result in the Project reverting to ODOT-let and the LPA will be prohibited from participating in the Local-let Program, until the Form is completed and approved by the Department.

### 3. FUNDING

- 3.1 The total cost for the PROJECT is estimated to be \$ 326,400 as set forth in Attachment 1. ODOT shall provide to the LPA 80 percent of the eligible costs, up to a maximum of \$ 401,833\* in Federal funds. (\*401,833 minus funds used on Maumee River MUP Phase 3, PID 101863). This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.
- 3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100 percent Locally-funded work, cost overruns and contractor claims.

### 4. PROJECT DEVELOPMENT AND DESIGN

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

## 5. ENVIRONMENTAL RESPONSIBILITIES

- 5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related regulations, including the requirements of the National Historic Preservation Act; and for securing all necessary permits.
- 5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-Qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at [ODOT's Office of Contracts](#). If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 5.3 ODOT shall be responsible for the review of all environmental documents and reports and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the PROJECT.
- 5.5 The LPA shall require its consultant, selected to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act, to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.
- 5.6 The LPA shall submit a NOI to Ohio EPA to obtain coverage under the National Pollution Discharge Elimination System (NPDES) Construction General Permit for all projects where the combined Contractor and Project Earth Disturbing Activity (EDA) are one acre or more. If the LPA chooses not to use ODOT's L&D Vol. 2 on Local-Let LPA projects, they may use an alternative post-construction BMP criterion with Ohio EPA approval.

## 6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT.
- 6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that the all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work is not permitted to perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.

- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.
- 6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with project construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the project real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.
- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.
- 6.8 The LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.
- 6.9 Consistent with Sections 10.1 and 10.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.
7. ADVERTISING, SALE AND AWARD
- 7.1 The LPA **shall not** advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Coordinator as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.

- 7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The period between the first legal advertising date and the bid opening date shall be a minimum of twenty-one (21) calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials. ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and selling the contracts.
- 7.4 The LPA must incorporate ODOT's LPA Bid Template in its bid documents. The template includes Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts as well as appropriate subcontracts and purchase orders.
- 7.5 The LPA shall require the contractor to be enrolled in, and maintain good standing in, the Ohio Bureau of Workers' Compensation Drug-Free Safety Program (DFSP), or a similar program approved by the Bureau of Workers' Compensation, and the LPA must require the same of any of its subcontractors.
- 7.6 Only pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in effect/current **at the time of award**. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement. In accordance with FHWA Form 1273 Section VII and 23 CFR 635.116, the "prime" contractor must perform no less than 30 percent of the total original contract price. The 30-percent prime requirement does not apply to design-build contracts.
- 7.7 In accordance with ORC Section 153.54, et. seq., the LPA shall require that the selected contractor provide a performance and payment bond in an amount equal to at least 100 percent of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond. If the LPA has 100 percent locally-funded work product within this Agreement, the LPA must allocate the correct percent of the performance and payment bond cost to the 100 percent locally-funded work product.
- 7.8 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is not subject to a finding for recovery under ORC Section 9.24, that the contractor has taken the appropriate remedial steps required under ORC Section 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at <https://ohioauditor.gov/findings.html> . If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.
- 7.9 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is an active registrant on the Federal System for Award Management (SAM). Pursuant to 48 CFR 9.404, contractors that have an active exclusion on SAM are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all federal funding commitments.
- 7.10 The LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.
- 7.11 After analyzing all bids for completeness, accuracy, and responsiveness, per ORC 153.12, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA within 60 days after bid opening. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this Agreement, if applicable.

## 8. CONSTRUCTION CONTRACT ADMINISTRATION

- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC Sections 153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this Agreement.
- 8.2 The LPA must maintain a project daily diary that is up-to-date and contains the following information: all work performed, list of equipment utilized, project personnel and hours worked, pay quantities, daily weather conditions, special notes and instructions to the contractor, and any unusual events occurring on or adjacent to the PROJECT. Additionally, the LPA is responsible for documenting measurements, calculations, material quality, quantity, and basis for payment; change orders, claims, testing and results, traffic, inspections, plan changes, prevailing wage, EEO and DBE, if applicable. The LPA is responsible for ensuring all materials incorporated into the PROJECT comply with ODOT's Construction and Material Specifications and meet the requirements of Appendix J in the LATP Manual of Procedures.
- 8.3 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.4 The Federal-aid Highway Program operates on a reimbursement basis, which requires that costs actually be incurred and paid before a request is made for reimbursement. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. If the LPA requests reimbursement, it must provide documentation of payment for the project costs requested. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.
- 8.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA.
- 8.6 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of Chapter 1311 of the ORC may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the lien is resolved.

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

|                      |
|----------------------|
| City of Perrysburg   |
| 127 West Fifth St.   |
| Perrysburg, OH 43551 |

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

## 9. CERTIFICATION AND RECAPTURE OF FUNDS

- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to

the certification of funds by the Office of Budget and Management, as required by ORC Section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.

- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.

## 10. NONDISCRIMINATION

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

Disadvantaged Business Enterprise (DBE) Requirement. DBE participation goals (subcontracts, materials, supplies) have been set on this PROJECT for those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the **ORC**.

ODOT shall supply the percentage goal to the LPA upon review of the Engineer's Estimate. Prior to executing the contract with the contractor, and in order for ODOT to encumber the Federal/State funds, the contractor must demonstrate compliance with the DBE Utilization Plan and Good Faith Efforts requirements.

## **GOOD FAITH EFFORTS**

In the event that the DBE contract goal established by ODOT is not met on a project, the Contractor shall demonstrate that it made adequate good faith efforts to meet the goal, even though it did not succeed in obtaining enough DBE participation to do so.

The Contractor shall demonstrate its Good Faith Effort(s) (GFEs) by submitting information including but not limited to the following to the LPA:

- (1) All written quotes received from certified DBE firms;
- (2) All written (including email) communications between the Contractor and DBE firms;
- (3) All written solicitations to DBE firms, even if unsuccessful;
- (4) Copies of each non-DBE quote when a non-DBE was selected over a DBE for work on the contract;
- (5) Phone logs of communications with DBE firms.

The LPA will send the GFE documentation including their recommendation to ODOT at the following address:

Office of Small & Disadvantaged Business Enterprise  
The Ohio Department of Transportation  
1980 West Broad Street, Mail Stop 3270  
Columbus, Ohio 43223

ODOT shall utilize the guidance set forth in 49 CFR §26.53 Appendix A in determining whether the Contractor has made adequate good faith efforts to meet the goal. ODOT will review the GFE documentation and the LPA's recommendation and issue a written determination on whether adequate GFEs have been demonstrated by the Contractor.

The Contractor may request administrative reconsideration within two (2) days of being informed that it did not perform a GFE. The Contractor must make this request in writing to the following official:

Ohio Department of Transportation  
Division of Chief Legal Counsel  
1980 West Broad Street, Mail Stop 1500  
Columbus, Ohio 43223

The reconsideration official will not have played any role in the original determination that the Contractor did not document sufficient good faith effort.

As part of this reconsideration, the Contractor will have the opportunity to provide written documentation or an argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. ODOT will send the Contractor a written decision on reconsideration explaining the basis for finding that the Contractor did or did not meet the goal or make adequate good faith efforts. The result of the reconsideration process is not administratively appealable.

ODOT may issue sanctions if the Contractor fails to comply with the contract requirements and/or fails to demonstrate the necessary good faith effort. ODOT may impose any of the following sanctions:

- (a) letter of reprimand;
- (b) contract termination; and/or

- (c) other remedies available by law including administrative suspension.

Factors to be considered in issuing sanctions include, but are not limited to:

- (a) the magnitude and the type of offense;
- (b) the degree of the Consultant's culpability;
- (c) any steps taken to rectify the situation;
- (d) the Contractor's record of performance on other projects including, but not limited to:
  - (1) annual DBE participation over DBE goals;
  - (2) annual DBE participation on projects without goals;
  - (3) number of complaints ODOT has received from DBEs regarding the Contractor; and,
  - (4) the number of times the Contractor has been previously sanctioned by ODOT; and,
- (e) Whether the Contractor falsified, misrepresented, or withheld information.

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

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

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

- (b) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.
- (c) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency.
- (d) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

- (e) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
  - (1) withholding of payments to the LPA under the contract until the LPA complies, and/or
  - (2) cancellation, termination or suspension of the contract, in whole or in part.
- (f) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs 10.4 (a) through (e) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

## 11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

- 11.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultants or contractors performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultants and contractors shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.
- 11.2 The LPA shall not allow its consultants or contractors to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant or contractor has provided for such use by suitable legal agreement with the owner of such copyright, patent or similar protection. A consultant or contractor making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.
- 11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

## 12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with thirty (30) days written notice, except that if ODOT determines that the default can be

remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.

- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.
- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
- 12.5 This Agreement and obligation of the parties herein may be terminated by either party with thirty days written notice to the other party. In the event of termination, the LPA shall cease work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.
- 12.6 In the event of termination for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

### 13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

- 13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the ORC.

- 13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE

- 14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

If to ODOT:

|                                  |                                       |
|----------------------------------|---------------------------------------|
| Brian Thomas, City Administrator | Matthew Sommerfeld, P.E., LPA Manager |
| City of Perrysburg               | Ohio Department of Transportation     |
| 127 West Fifth St.               | 317 E. Poe Rd.                        |
| Perrysburg, Oh 43551             | Bowling Green, OH 43402               |
| bthomas@ci.perrysburg.oh.us      | matthew.sommerfeld@dot.ohio.gov       |

15. GENERAL PROVISIONS

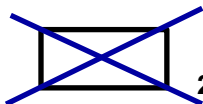
- 15.1 *Recovery of LPA's allocable project Direct Labor, Fringe Benefits, and/or Indirect Costs:*

To be eligible to recover any costs associated with the LPA's internal labor forces allocable to this PROJECT, the LPA shall make an appropriate selection below: *[LPA official must initial the option selected.]*



**1. No cost recovery of LPA's project direct labor, fringe benefits, or overhead costs.**

- (A) The LPA **does not** currently maintain an ODOT approved federally compliant time-tracking system<sup>1</sup>, **and**  
 (B) The LPA **does not** intend to have a federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this PROJECT, **and/or**  
 (C) The LPA **does not** intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this PROJECT Agreement.



**2. Direct labor plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.<sup>2</sup>**

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**  
 (B) The LPA **does not** currently have, and **does not** intend to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

<sup>1</sup> A "federally compliant time-tracking system" is supported by a system of internal controls and record-keeping that accurately reflects the work performed; which provides reasonable assurance that the time being charged is accurate, allowable, and properly allocated; is incorporated in official records such as payroll records; reasonably reflects the employee's total activity; provides a time or percentage breakdown on all activities, both Federally funded and non-Federally funded for the employee and complies with the LPA's pre-established accounting practices and procedures.

<sup>2</sup> [Also be sure to read footnote # 1] The De Minimis Indirect Cost Rate is 10 percent of modified total direct costs (MTDC) per 2 CFR §200.414. The definition of MTDC is provided in the regulation at 2 CFR §200.68. Any questions regarding the calculation of MTDC for a specific project should be directed to the Office of Local Programs. Further, regardless of whether the LPA subrecipient negotiates overhead rates with ODOT or uses the 10-percent de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs, and then potentially associated fringe/indirect costs, only if the labor costs are accumulated, tracked, and allocated in accordance with compliant systems. Before



**3. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.<sup>3</sup>**

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.



**4. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the LPA's ODOT approved Indirect Cost Rate.<sup>4</sup>**

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT, **and**
- (C) Instead of using the Federal 10% De Minimis Indirect Cost Rate, the LPA currently has, or intends to negotiate, an ODOT approved indirect cost rate prior to the period of performance of this PROJECT.

For any allocable project labor costs to be eligible for reimbursement with Federal and/or State funds, the LPA must maintain compliance with all timekeeping requirements specified in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe and/or indirect costs, the LPA shall maintain compliance with Appendix VII of 2 CFR Part 200 and the LATP Manual of Procedures.

- 15.2 If the LPA decides to change its indirect cost recovery option, the change shall not become effective until this Agreement is amended pursuant to section 15.12 below to reflect the indirect cost recovery option utilized by the LPA on the PROJECT.
- 15.3 **Financial Reporting and Audit Requirements:** One or more phases of this Agreement include a sub award of Federal funds to the LPA. Accordingly, the LPA must comply with the financial reporting and audit requirements of 2 CFR Part 200.

All non-federal entities, including ODOT's LPA sub recipients, that have aggregate federal awards expenditures from all sources of \$750,000 or more in the non-federal entity's fiscal year must have

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an LPA is eligible to invoice ODOT for and recover the 10% de minimis indirect cost rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. A non-Federal entity that elects to charge the de minimis rate must meet the requirements in 2 CFR 200 Appendix VII Section D, Part 1, paragraph b.

- 3 [Also be sure to read footnotes # 1 and 2] The fringe benefits rate billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the ODOT Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rate for that fiscal year to determine which rate is applicable. Accordingly, the fringe benefits rate applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rate.
- 4 [Also be sure to read footnote # 1] The fringe benefits and indirect cost rates billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rates for that fiscal year to determine which rates are applicable. Accordingly, the rates applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rates.

a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

Federal and State funds expended to or on behalf of a sub recipient must be recorded in the accounting records of the LPA subrecipient. The LPA is responsible for tracking all project payments throughout the life of the PROJECT in order to ensure an accurate Schedule of Expenditures of Federal Awards (SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this Agreement as a subaward. *Applicable Federal Funds* include not only those LPA project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the LPA.

The LPA must separately identify each ODOT PID and/or Project and the corresponding expenditures on its SEFA. LPAs are responsible for ensuring expenditures related to this PROJECT are reported when the activity related to the Federal award occurs. Further, the LPA may make this determination consistent with Section 2 CFR §200.502 and its established accounting method to determine expenditures including accrual, modified accrual or cash basis.

When project expenditures are not accurately reported on the SEFA, the LPA may be required to make corrections to and republish the SEFA to ensure Federal funds are accurately reported in the correct fiscal year. An ODOT request for the restatement of a previously published SEFA will be coordinated with the Ohio Auditor of State.

- 15.4 **Record Retention:** The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years after FHWA approves the LPA's final Federal voucher for reimbursement of project expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this contract.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

- 15.5 **Ohio Ethics Laws:** LPA agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the ORC.
- 15.6 **State Property Drug-Free Workplace Compliance:** In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.7 **Trade:** Pursuant to the federal Export Administration Act and Ohio Revised Code 9.76(B), the LPA and any contractor or sub-contractor shall warrant that they are not boycotting any jurisdiction with whom the United States and the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

The State of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The LPA certifies that it, its Contractors, subcontractors, and any agent of the Contractor or its subcontractors, acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

- 15.8 *Lobbying:* Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.
- 15.9 *Debarment.* LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.
- 15.10 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.11 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.12 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.13 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.14 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

15.15 *Facsimile Signatures:* Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile or electronic signature on any other party delivered in such a manner as if such signature were an original.

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

|                                          |                                                            |
|------------------------------------------|------------------------------------------------------------|
| <b>City of Perrysburg</b>                | <b>STATE OF OHIO<br/>OHIO DEPARTMENT OF TRANSPORTATION</b> |
| By: <i>Thomas G. Mackin</i>              | By: <i>Jack Marchbanks</i>                                 |
| Thomas <del>Mackin</del> Mackin<br>Mayor | Jack Marchbanks<br>Director                                |
| Date: 7/12/2022                          | Date: <b>7/15/22</b>                                       |

*Amber L. Rathburn*  
Amber L. Rathburn, Director of Finance

*Kathryn J.T. Sandretto*  
Kathryn J.T. Sandretto, Law Director

**Attachment 1****PROJECT BUDGET – SOURCES AND USES OF FUNDS**

| SOURCES                                              | LPA FUNDS |     |      | FHWA FUNDS |    |               | STATE FUNDS |   |     | TOTAL   |
|------------------------------------------------------|-----------|-----|------|------------|----|---------------|-------------|---|-----|---------|
| USES                                                 | Amount    | %   | SAC  | Amount     | %  | SAC           | Amount      | % | SAC |         |
| PRELIMINARY DEVELOPMENT                              |           |     |      |            |    |               |             |   |     |         |
|                                                      |           |     |      |            |    |               |             |   |     |         |
| FINAL DESIGN, CONSTRUCTION<br>PLANS & SPECIFICATIONS |           |     |      |            |    |               |             |   |     |         |
| ACQUISITION OF RIGHT OF WAY &<br>UTILITY RELOCATION  |           |     |      |            |    |               |             |   |     |         |
| PROJECT CONSTRUCTION COSTS                           | 40,780    | 20  | LNTP | 163,120    | 80 | 4TC7/<br>TM02 |             |   |     | 203,900 |
|                                                      | 100,000   | 100 | LNTP |            |    |               |             |   |     | 100,000 |
| INSPECTION                                           | 22,500    | 100 | LNTP |            |    |               |             |   |     | 22,500  |
|                                                      |           |     |      |            |    |               |             |   |     |         |
|                                                      |           |     |      |            |    |               |             |   |     |         |
| TOTALS                                               | 163,280   |     |      | 163,120    |    |               |             |   |     | 326,400 |

Fed. Const. Cap = \$401,833 @ 80% 4TC7 minus funds used on PID 101863 Woo-Maumee River MUP PH 4.

**Attachment 2**

WOO MAUMEE RIVER MUP

PHASE 3

COUNTY-ROUTE-SECTION

109388

PID NUMBER

37921

AGREEMENT NUMBER

**DIRECT PAYMENT OF CONTRACTOR**

At the direction of the LPA and upon approval of ODOT, payments for work performed under the terms of the Agreement by the LPA's contractor shall be paid directly to the contractor in the pro-rata share of Federal/State participation. The invoice package shall be prepared by the LPA as previously defined in this Agreement, and shall indicate that the payment is to be made to the contractor. In addition, the invoice must state the contractor's name, mailing address and OAKS Vendor ID. Separate invoices shall be submitted for payments that are to be made to the contractor and those that are to be made to the LPA.

When ODOT uses Federal funds to make payment to the contractor, all such payments are considered to be expenditures of Federal funds received and also expended by the LPA (sub recipient). Accordingly, the LPA is responsible for tracking the receipts and payments and reporting the payments Federal (Receipts) Expenditures on the Schedule of Expenditures of Federal Awards (SEFA). An LPA that fails to report these funds accurately and timely may be required to restate the SEFA to comply with Federal reporting requirements.

We (INSERT NAME OF LPA) request that all payments for the Federal/State share of the construction costs of this Agreement performed by (CONTRACTOR'S NAME) be paid directly to (CONTRACTOR'S NAME).

|                  |                                    |
|------------------|------------------------------------|
| VENDOR Name:     | Error! Reference source not found. |
| Oaks Vendor ID:  | 0000000000                         |
| Mailing Address: | Error! Reference source not found. |
|                  | Error! Reference source not found. |
| LPA signature:   |                                    |

|                             |                                    |
|-----------------------------|------------------------------------|
| LPA Name:                   | Error! Reference source not found. |
| Oaks Vendor ID:             | 0000000000                         |
| Mailing Address:            | Error! Reference source not found. |
|                             | Error! Reference source not found. |
| ODOT<br>Approval signature: |                                    |

## AMENDMENT NO. 1

Agreement No. 37921 is hereby revised to clarify the maximum funding cap (**\$163,120.00**) for the project. This amendment provides updated funding information in Section 3.

### 3. FUNDING

3.1 The total cost for the PROJECT is estimated to be \$642,400. ODOT shall provide to the LPA 80 percent of the eligible costs, up to a maximum of \$163,120.00 in Federal funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.

**WITNESS WHEREOF**, the parties hereto have caused this Amendment to be duly executed as of the day and year last written below.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA: **City of Perrysburg**

**STATE OF OHIO  
OHIO DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Mayor

Jack Marchbanks  
Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_