



**CITY OF PERRYSBURG
CITY COUNCIL
AGENDA**

April 16, 2024

1. Call to Order - 6:30 PM
2. Roll Call
3. Pledge of Allegiance
4. Minutes of Council Meeting of April 2, 2024
5. Minutes of Public Hearings of April 2, 2024
6. Minutes of Committee of the Whole of April 2, 2024
7. Special Reports
 - a. Police Division Employees of the Year Awards
8. Letters, Communications, and Citizens Communications
9. Administrative Reports
 - a. Mayor
 - b. City Administrator
 - c. Finance Director
 - d. Law Director
10. President of Council Report
11. Committee Reports

a. Finance & Economic Development

Ordinance# 28-2024

AN ORDINANCE AMENDING ORDINANCE 33-2023 TO AMEND APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES FOR THE YEAR ENDING DECEMBER 31, 2024; AND DECLARING AN EMERGENCY

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

Resolution# 49-2024

A RESOLUTION AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO A JOINDER AGREEMENT WITH WE CARE TLC TO PROVIDE MEDICAL SERVICES FOR EMPLOYEES OF THE CITY OF PERRYSBURG; AND DECLARING AN EMERGENCY

Recommendation to Suspend the Rules,

***Waive the Three Readings, and
Pass as an Emergency Measure***

Resolution# 50-2024

A RESOLUTION TO APPROVE THEN AND NOW CERTIFICATES IN THE AMOUNT OF FORTY-THREE THOUSAND EIGHTY-FIVE DOLLARS AND FIFTY-TWO CENTS (\$43,085.52), AS ATTACHED IN EXHIBIT A, FOR THE CITY OF PERRYSBURG; AND DECLARING AN EMERGENCY

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

Resolution# 51-2024

A RESOLUTION AUTHORIZING THE USE OF CORONAVIRUS FISCAL RECOVERY FUNDS TO REPLACE LOST PUBLIC SECTOR REVENUE AND PAY FOR GOVERNMENT SERVICES

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

Resolution# 52-2024

A RESOLUTION AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ADVERTISE FOR BIDS AND ENTER INTO CONTRACTS AND/OR PARTICIPATE IN STATE OF OHIO OR APPROVED PURCHASING PROGRAMS FOR THE PURCHASE OF VEHICLES AND EQUIPMENT, AS APPROVED WITH THE 2024 BUDGET

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

b. Safety

Resolution# 53-2024

A RESOLUTION AUTHORIZING A PURCHASE AGREEMENT WITH MONTROSE FORD IN AN AMOUNT NOT TO EXCEED FIFTY THOUSAND THREE HUNDRED SEVENTEEN DOLLARS AND FIFTY CENTS (\$50,317.50) FOR THE PURCHASE OF A 2023 FORD EXPEDITION XL FOR THE FIRE DIVISION; AND DECLARING AN EMERGENCY

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

c. Recreation

d. Planning & Zoning

Ordinance# 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
2nd 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

2nd 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

2nd 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

2nd 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

2nd 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

2nd 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

2nd Reading, no vote required

Ordinance# 23-2024

AN ORDINANCE AMENDING PERRYSBURG CODIFIED ORDINANCE
§266.15-2

2nd 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

2nd 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

2nd 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

2nd Reading, no vote required

f. Public Utilities

g. Service

Resolution# 54-2024

A RESOLUTION AWARDDING A BID AND AGREEMENT TO GERKEN
PAVING, INC. IN AN AMOUNT NOT TO EXCEED TWO MILLION THREE
HUNDRED SIXTY-SIX THOUSAND FIVE HUNDRED FIFTY-EIGHT
DOLLARS AND ZERO CENTS (\$2,366,558.00), FOR RESURFACING ON
VARIOUS CITY STREETS; AND DECLARING AN EMERGENCY

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

Resolution# 55-2024

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CSX
TRANSPORTATION, INC. AT A COST NOT TO EXCEED SIXTEEN
THOUSAND EIGHT HUNDRED EIGHTY-FIVE DOLLARS AND ZERO CENTS
(\$16,885.00) FOR ENGINEERING WORK RELATED TO THE
CONSTRUCTION OF THE WEST BOUNDARY MULTI USE PATH PROJECT;
AND DECLARING AN EMERGENCY

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

Resolution# 56-2024

A RESOLUTION AUTHORIZING AN AGREEMENT WITH WEST ERIE
REALTY SOLUTIONS, LTD. FOR RIGHT-OF-WAY ACQUISITION SERVICES
FOR THE WEST BOUNDARY MULTI USE PATH PROJECT AT A COST
NOT TO EXCEED SEVENTY-TWO THOUSAND THREE HUNDRED FIFTY
DOLLARS AND ZERO CENTS (\$72,350.00); AND DECLARING AN
EMERGENCY

Recommendation to Suspend the Rules,

***Waive the Three Readings, and
Pass as an Emergency Measure***

12. Other Business

13. Adjournment

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Ord 28-2024

DATE: April 11, 2024



Subject Matter/Background

Throughout the year, budget amendments may be necessary to move appropriations from one account to another or to request additional funding. While monitoring the budget through the beginning of January 2024 it was found that 2 modifications need to be made.

These modifications can be found in Exhibit A.

Financial Review

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

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

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

ORDINANCE 28-2024

AN ORDINANCE AMENDING ORDINANCE 33-2023 TO AMEND APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES FOR THE YEAR ENDING DECEMBER 31, 2024; AND DECLARING AN EMERGENCY

WHEREAS, to provide for current expenses and other expenditures for the fiscal year ending December 31, 2024, the City of Perrysburg, Ohio, approved the 2024 city budget pursuant to Ordinance 33-2023 and subsequently amended by Ordinance 4-2024 and Ordinance 10-2024; and,

WHEREAS, it has been determined by the Mayor and Director of Finance that certain amendments should be made to the revenues, expenditures, and appropriations described in the approved 2024 budget for the City of Perrysburg, Wood County, Ohio; and,

WHEREAS, in order to reflect appropriate adjustments to the budget and otherwise provide for necessary appropriations, it is reasonable and appropriate to amend Ordinance 33-2023.

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

SECTION 1. To provide for current expenses and other expenditures for the City of Perrysburg, Ohio, during the fiscal year ending December 31, 2024, sums are set aside and appropriated as stated in Exhibit A attached hereto.

SECTION 2. To the extent the sums set aside and appropriated as stated in Exhibit A change those stated in Ordinance 33-2023, that Ordinance is amended.

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

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

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

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

President of Council

Mayor

PASSED: _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR

Budget Amendments - April 2024

Department	Account	Description	Amount
Special Disbursements	1110-11761-59900	Transfers - Out to Capital Fund	\$ 166,430.00
Motor Vehicle License	2233-71542-55700	2024 Resurfacing Project	\$ 366,558.00
City Wide	2236-71645-52200	Registration - Tree City USA Awards	\$ 245.00
Street Trees	2516-11747-50201	Employees Full Time Wages (FTW)	\$ 466,884.45
American Rescue Plan Act	2516-11747-55999	Other - Capital Outlay	\$ (449,918.14)
American Rescue Plan Act	4403-11755-55999	Resurfacing City Portion - Holiday Lane and Georgia Road	\$ 26,700.00
Fire	4403-11755-55999	MUP Indiana to SR25/W Boundary Railroad Engineering	\$ 16,885.00
City Wide	4403-11755-55999	MUP Indiana to SR25/W Boundary ROW Design	\$ 72,350.00
City Wide	4403-11755-55999	East River Road Building	\$ 4,000,000.00
City Wide	4403-21233-55600	Deputy Fire Chief Vehicle	\$ 50,317.50

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Res 49-2024

DATE: April 11, 2024



Subject Matter/Background

Resolution 49-2024 authorizes the Mayor and Director of Finance to enter into an agreement with WeCare tlc for medical services for City employees. WeCare tlc manages the agreement between the City and Frontpath Health Coalition. WeCare tlc has provided this service to the City since 2018 and expired on April 1st of 2024. This agreement will last for 3 years with an option to renew for two additional one year terms.

The Finance Committee, at its meeting held February 13, 2023, unanimously approved advancement of this Agreement to City Council

Financial Review

Account #: 6505-11075-53999

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

If City Council is in agreement, a motion waive the three readings rule, and pass this legislation as an emergency is appropriate in order to allow the City to continue offering the services currently offered through their health care program.

RESOLUTION 49-2024

A RESOLUTION AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO A JOINDER AGREEMENT WITH WECARE TLC TO PROVIDE MEDICAL SERVICES FOR EMPLOYEES OF THE CITY OF PERRYSBURG; AND DECLARING AN EMERGENCY

WHEREAS, the City of Perrysburg, Ohio, previously engaged WeCare tlc to manage a program whereby medical professionals provided medical services to City employees under a Joinder Agreement effective March 13, 2018, subject to certain terms and conditions of a Master Agreement by and between Frontpath Health Coalition and WeCare tlc effective December 13, 2017 (the “Master Agreement”); and,

WHEREAS, that Master Agreement will expire and terminate effective April 1, 2024, thereby terminating the previous agreement; and,

WHEREAS, the City wishes to continue to engage WeCare tlc to manage a program whereby medical professionals will provide medical services to City employees; and,

WHEREAS, in order for the City to receive and benefit from these services it is necessary to execute a Joinder Agreement between the City and WeCare tlc, attached hereto as Exhibit A; and,

WHEREAS, this Joinder Agreement will be for a term of three (3) years with an option to renew for two (2) additional one (1) year terms; and,

WHEREAS, the Finance Committee, at its meeting held February 13, 2023, 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 Mayor and Director of Finance are authorized to enter into an agreement with WeCare tlc to allow employees to continue to receive medical services at the health center and benefit from its related services, as outlined in the Joinder Agreement attached hereto and incorporated herein as Exhibit A.

SECTION 2. It is found and determined that all formal actions of Council

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

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Perrysburg, Wood County, Ohio, to allow the City to continue offering the services currently offered through their health care 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

WECARE TLC, LLC JOINDER AGREEMENT

THIS JOINDER AGREEMENT, dated effective as of April 1, 2024 (the "Effective Date"), is by and between WeCare tlc, LLC, a Florida limited liability company ("WeCare tlc") and City of Perrysburg ("Collaborating Employer") (the "Joinder Agreement").

Recitals

WHEREAS, Collaborating Employer and WeCare tlc previously engaged WeCare tlc to manage a program whereby Medical Professionals provided Medical Services to individuals designated by the Collaborating Employer under a Joinder Agreement effective March 13, 2018 (the "Previous Agreement"), with the Previous Agreement being subject to certain terms and conditions of a Master Agreement by and between Frontpath Health Coalition and WeCare tlc effective December 13, 2017 (the "Master Agreement").

WHEREAS, the Master Agreement will expire and terminate effective April 1, 2024, thereby terminating the Previous Agreement.

WHEREAS, Collaborating Employer wishes to continue to engage WeCare tlc to manage a program whereby Medical Professionals will provide Medical Services to individuals designated by the Collaborating Employer.

WHEREAS, Collaborating Employer desires to continue to engage WeCare tlc to provide services subject to the terms and conditions of the set forth in the General Services Terms and Conditions, attached hereto as Exhibit C and incorporated herein by reference for all purposes ("Terms"), and this Joinder Agreement.

WHEREAS, WeCare tlc desires to cause the delivery of such services consistent with the Terms and this Joinder Agreement.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, WeCare tlc and Collaborating Employer hereby enter into this Joinder Agreement.

Section 1. Nature of Relationship. This Joinder Agreement will allow the Collaborating Employer to access the Health Center. However, the Collaborating Employer understands that it shall not have any control over the operations and related decisions of the Health Center. All decisions with respect to the Health Center shall be made exclusively by Master and/or WeCare tlc with the exception of the classification of Collaborating Employer's Covered Persons as set forth in Exhibit B of this Joinder Agreement.

Section 2. Agreement to be Bound. Collaborating Employer agrees to be bound by and subject to the Terms, except where expressly stated otherwise in this Joinder Agreement, as completely as Collaborating Employer would be if Collaborating Employer had executed and delivered the Terms itself.

Section 3. Fees. In addition to the terms and conditions of Article IV of the Terms, Collaborating Employer shall be responsible for the payment of monthly invoices for the costs, fees,

expenses, and other amounts payable by Collaborating Employer consistent with the terms and amounts set forth in Exhibit A of this Joinder Agreement. Collaborating Employer represents and warrants that it is solvent and that during the Initial Term or any Renewal Term, it shall maintain a reserve sufficient to pay all claims and fees due for which Collaborating Employer can reasonably anticipate becoming liable hereunder.

Section 4. Term and Termination. The original term of this Joinder Agreement shall begin on April 1, 2024 and end on March 30, 2027 (the "Initial Term"). Unless either Collaborating Employer or WeCare tlc gives written notice of nonrenewal to the other Party at least one hundred and twenty (120) calendar days prior to the end of the Initial Term, this Agreement shall be automatically renewed for a one (1) year period ("Renewal Term"). Furthermore, unless either the Collaborating Employer or WeCare tlc gives written notice of nonrenewal to the other Party at least one hundred and twenty (120) calendar days prior to the end of any Renewal Term, this Agreement shall automatically renew for an additional one (1) year Renewal Term.

This Joinder Agreement may terminate in accordance with any of the reasons set forth under Article V of the Terms. The termination of this Joinder Agreement for any reason shall not affect the obligation of the Collaborating Employer to remit to WeCare tlc the payments set forth in Section 3 of this Joinder Agreement and pay for any outstanding invoices for the entire Initial Term or Renewal Term, as applicable.

Section 5. Notice. . All notices, demands, and requests hereunder shall be in writing and shall be either: (a) personally delivered (including by means of recognized air courier services utilizing receipts), in which case they shall be effective when delivered (if delivered before 5:00 PM, E.T., on the recipient's business day; if delivered after 5:00 PM, E.T., they shall be effective the next business day); (b) sent by facsimile or electronic mail, in which case they shall be effective when the sender has received facsimile or electronic transmission confirmation (if delivered before 5:00 PM, E.T., on the recipient's business day; if delivered after 5:00 PM, E.T., they shall be effective the next business day); or (c) sent by prepaid certified mail, return receipt requested, in which case they shall be effective upon actual receipt. Any party receiving notice via electronic mail or facsimile may request and shall be entitled to receive the notice on paper in a nonelectronic form which shall be sent to the requesting party within ten (10) days of receipt of such written request. The addresses, email addresses, and facsimile numbers of Collaborating Employer and WeCare tlc are as follows (or as shall otherwise be specified by notice given in the manner provided above):

To: City of Perrysburg
Attn: Law Director
201 W. Indiana Ave
Perrysburg, Ohio 43551
(419) 872-7896
teffler@ci.perrysburg.oh.us

To: WeCare tlc, LLC
999 Douglas Ave., Ste. 119
Altamonte Springs, FL 32714
Attn: Legal Department
Phone: (407) 562-1212
Fax: (407) 804-2971

Email: contracts@wecaretlc.com

Section 6. Defined Terms. All terms used in this Joinder Agreement that are not defined herein but are defined in the Terms shall be given the meanings set forth in the Terms.

Section 7. Binding Authority. Each of the undersigned represents that he or she is duly authorized to execute this Joinder Agreement on behalf of the respective party and bind said party to the terms of this Joinder Agreement.

IN WITNESS WHEREOF, WeCare and Collaborating Employer have executed this Joinder Agreement effective the date first written above.

"WeCare"

WECARE TLC, LLC

Authorized Signatory, WeCare tlc, LLC

Name, Title

"Collaborating Employer"

City of Perrysburg

Authorized Signatory, City of Perrysburg

Name, Title

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Resolution 50-2024

DATE: April 11, 2024



Subject Matter/Background

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

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

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

The total for all items totals \$43,085.52

Financial Review

The accounts are listed in the Exhibit.

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

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

RESOLUTION 50-2024

**A RESOLUTION TO APPROVE THEN AND NOW CERTIFICATES
IN THE AMOUNT OF FORTY-THREE THOUSAND EIGHTY-FIVE
DOLLARS AND FIFTY-TWO CENTS (\$43,085.52), AS ATTACHED
IN EXHIBIT A, FOR THE CITY OF PERRYSBURG; AND
DECLARING AN EMERGENCY**

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

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

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

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

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

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

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

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

President of Council

Mayor

PASSED _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR

Then and Now Requests For

4/16/2024

Invoice Date	Vendor	Item	Total Cost	Department	Expense Account
2/23/2024	TruGreen	Lawn Applications	19,376.72	Parks	1110-41646-53222
2/27/2024	TruGreen	Insect Control	4,850.00	Parks	2236-71645-53999
3/5/2024	Presidio	Cisco support	8,582.40	IT	1110-11755-53215
3/22/2024	Speck Sales	Tires	3,176.00	Refuse	2231-31338-54302
3/25/2024	Rose Pest Solutions	Pest control	7,100.40	Service	various depts.
	Total		43,085.52		

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Resolution 51-2024



DATE: April 11, 2024

Subject Matter/Background

In March of 2021 the Federal Government signed into law the American Rescue Plan Act (ARPA), a federal stimulus bill to aid public health and economic recovery from the COVID-19 pandemic. The Plan included Three Hundred Fifty Billion Dollars in emergency funding for state and local governments to be used towards, Replacing Lost Public Sector Revenues, Public Health and Economic Response, Premium Pay for Essential Workers, and Water, Sewer, and Broadband Infrastructure purposes.

The City intends to use \$466,884.45 to replace lost public sector revenues and pay for government services, in particular salaries associated with police protection and fire and emergency medical services.

This resolution authorizes the City to accept the funds for this purpose.

Financial Review

Finance has reviewed and approved this legislation.

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

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

RESOLUTION 51-2024

A RESOLUTION AUTHORIZING THE USE OF CORONAVIRUS FISCAL RECOVERY FUNDS TO REPLACE LOST PUBLIC SECTOR REVENUE AND PAY FOR GOVERNMENT SERVICES

WHEREAS, on March 11, 2021 the Federal Government signed into law the American Rescue Plan Act (ARPA), a federal stimulus bill to aid public health and economic recovery from the COVID-19 pandemic; and,

WHEREAS, the plan included Three Hundred Fifty Billion Dollars in emergency funding for state, local, territorial, and tribal governments, known as the Coronavirus State and Local Fiscal Recovery Funds, and;

WHEREAS, the Treasury Department released the final rules for the use of Coronavirus Fiscal Recovery Funds on January 6, 2022. The ruling, effective April 1, 2022 provides additional clarity and flexibility on uses; and,

WHEREAS, Coronavirus Fiscal Recovery Funds may be used for Replacing Lost Public Sector Revenues, Public Health and Economic Response, Premium Pay for Essential Workers, and Water, Sewer and Broadband Infrastructure; and

WHEREAS, the City of Perrysburg has a remaining balance of Four Hundred Sixty-Six Thousand Eight Hundred Eighty-Four Dollars and Forty-Five Cents (\$466,884.45), which will be used to replace lost public sector revenues and pay for government services, in particular salaries associated with police protection and fire and emergency medical services; and,

WHEREAS, the Finance Committee, at its meeting held April 9, 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 Mayor and Director of Finance are hereby authorized to replace lost public sector revenues with the remaining balance (\$466,884.45) of the Coronavirus Fiscal Recovery Funds and spend those funds on government services, in particular salaries associated with police protection and fire and emergency medical services.

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

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

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

President of Council

Mayor

PASSED: _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Resolution 52-2024

DATE: April 11, 2024



Subject Matter/Background

Resolution 52-2024 is an omnibus resolution authorizing the City to either solicit bids, or directly purchase from approved programs (such as Sourcewell) for various purchases that are already accounted for within the 2024 budget. Additional information regarding particular purchases within this resolution can be provided upon request of Council.

Financial Review

All items within this resolution have been accounted for in the 2024 City Budget.

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

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

RESOLUTION 52-2024

A RESOLUTION AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ADVERTISE FOR BIDS AND ENTER INTO CONTRACTS AND/OR PARTICIPATE IN STATE OF OHIO OR APPROVED PURCHASING PROGRAMS FOR THE PURCHASE OF VEHICLES AND EQUIPMENT, AS APPROVED WITH THE 2024 BUDGET

WHEREAS, the City of Perrysburg, during the 2024 calendar year, will need to purchase certain vehicles and equipment, as approved in the 2024 budget; and,

WHEREAS, in order expedite the purchase process for vehicle and equipment purchases approved in the annual budget, which will allow the City to obtain the best prices for such items and ensure that said items are available to the City when needed, it is requested that City Council authorize the Mayor and Director of Finance to advertise for bids and/or enter into contracts, or as an alternative, to participate in the State of Ohio Cooperative Purchasing Program or other approved purchasing programs in with the City is a member, for the purchase of the items listed within this Resolution; and,

WHEREAS, the Finance Committee, at its meeting held April 9, 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, THAT

SECTION 1. The Mayor and Director of Finance are hereby authorized to advertise for bids and enter into a contract or contracts for the purchase of vehicles and equipment detailed below, or as an alternative, to participate in the State of Ohio Cooperative Purchasing Program or other approved purchasing programs in with the City is a member:

Division/Department	Fund	Description
Public Service	4403	Baseball/Softball Field Shades (Municipal)
Public Service	4403	Rivercrest Restroom Fixtures
Police	4403	Four (4) New Marked Police Vehicles and Equipment
Police	4403	Eight (8) Replacement Radios
Fire	4403	St 38 Garage Door Replacement
Public Service	4403	JD Z Mower
Public Service	4403	Kubota Snow Blower/Mower (Replacement)
Public Service	4403	Tilt Trailer

Public Service	4403	F550 Bucket Truck (Replace #225)
Public Service	2223	Traffic Signals (4)
Public Service	2231	Refuse Truck - One Arm - replace #269, 12 yrs old
Police	2823	Detective Vehicles (2)
Utilities	5401/5402	Water/Sewer Pick-up Trucks (2)
WWTP	5402	Trojan Technologies (UV Inventory parts)
WWTP	5402	Clearspan (Cover BioSolids)

SECTION 2. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the adoption of this resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law.

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

President of Council

Mayor

PASSED _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Res 53-2024

DATE: April 11, 2024



Subject Matter/Background

The Fire Division is in need of a new marked vehicle to replace a vehicle currently in use that is in disrepair. Though EMS and Police vehicles are normally covered by state contract, the 2023 contract has expired and the 2024 contract has not been awarded. As such, the City took quotes for this purchase. Montrose Ford had the lowest and best bid for 2023 Ford Expedition SUV desired by the Fire Department.

The cost of the vehicle is \$50,317.50.

Financial Review

Account: 4403-21233-55600

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

If City Council is in agreement, a motion to suspend the rules, waive the three readings and pass this legislation as an emergency is appropriate, as an emergency measure will permit the Division of Fire to take the necessary steps to order the vehicle and utilize it as soon as possible.

RESOLUTION 53-2024

A RESOLUTION AUTHORIZING A PURCHASE AGREEMENT WITH MONTROSE FORD IN AN AMOUNT NOT TO EXCEED FIFTY THOUSAND THREE HUNDRED SEVENTEEN DOLLARS AND FIFTY CENTS (\$50,317.50) FOR THE PURCHASE OF A 2023 FORD EXPEDITION XL FOR THE FIRE DIVISION; AND DECLARING AN EMERGENCY

WHEREAS, the Fire Division is in need of a new marked vehicle to replace the currently used vehicle which is in a state of disrepair; and,

WHEREAS, two (2) quotes were obtained for the vehicle and Montrose Ford provided the lowest and best quote; and,

WHEREAS, the price for the 2023 Ford Expedition XL is Fifty Thousand Three Hundred Seventeen Dollars and Fifty Cents (\$50,317.50); 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. This Council hereby authorizes the Mayor and Director of Finance to enter into a Purchase Agreement with Montrose Ford for the purchase of a 2023 Ford Expedition XL at a total cost not to exceed Fifty Thousand Three Hundred Seventeen Dollars and Fifty Cents (\$50,317.50), 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 an emergency measure will permit the Division of Fire to take the necessary steps to order the vehicle and utilize it as soon as possible, 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



GoMontrose.com

MONTROSE FORD INC

3960 MEDINA RD

AKRON OH 44333

330-666-0711

DEAL# 136272

STOCK# 5PF288

CUST# 540399

RETAIL PURCHASE AGREEMENT

Deal Number: **136272**

Purchaser's Name(s): **CITY OF PERRYSBURG**

Date: **03/04/2024**

Address: **201 WEST INDIANA AVE PERRYSBURG, OH 43551**

County: **WOOD**

Telephone (1) : **419-872-7820**

Telephone (2) : **419-872-7820**

DOB:

Email:

D.L./State I.D.#

Issuing State: Exp. Date: **03/04/2024**

The above information has been requested so that we may verify your identity. By signing below, you represent that you are at least 18 years of age and have authority to enter into this Agreement. The Odometer Reading for the Vehicle you are purchasing is accurate unless indicated otherwise. Please refer to the Federal Mileage Statement for full disclosure.

YEAR 2023	MAKE FORD	MODEL Expedition	COLOR RED	STOCK NO. 5PF288		
VIN/SERIAL NO. 1FMJU1G84PEA19119		ODOMETER READING ☐ Not Accurate 48	SALESPERSON KENNETH WARE			
THE VEHICLE IS: ☒ NEW ☐ USED		PRIOR USE DISCLOSURE: ☐ DEMONSTRATOR ☐ FACTORY OFFICIAL ☐ RENTAL ☐ OTHER				
WARRANTY STATEMENT			CASH PRICE OF VEHICLE	50282.50		
We are selling this Vehicle to you AS-IS and we expressly disclaim all warranties, express and implied, including any implied warranties of merchantability and fitness for a particular purpose, unless the box beside "Used Vehicle Limited Warranty Applies" is marked below or we enter into a service contract with you at the time of, or within 90 days of, the date of this transaction. Any warranties by a manufacturer or supplier other than our Dealership are theirs, not ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and the related goods and services.			N/A	N/A		
			N/A	N/A		
			N/A	N/A		
			N/A	N/A		
			N/A	N/A		
CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) The information you see on the window form for this Vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.			N/A	N/A		
			N/A	N/A		
			N/A	N/A		
			N/A	N/A		
			N/A	N/A		
☐ Used Vehicle Limited Warranty Applies: We are providing a Used Vehicle Limited Warranty in connection with this transaction. Any implied warranties apply for the duration of the Limited Warranty.			TOTAL SELLING PRICE	50282.50		
TRADE-IN VEHICLE INFORMATION			LESS: TRADE-IN ALLOWANCE(S)	N/A		
Year: N/A	Make: N/A	Model: N/A	Color: N/A	SUBTOTAL	50282.50	
VIN/Serial No: N/A		Odometer Reading: ☐ Not Accurate N/A	TAXABLE PRICE \$ 50282.50			
Trade-In Allowance: N/A		Balance Owed & Lienholder: N/A	Sales Tax N/A			
		**Negative Equity: N/A	N/A			
*The Deposit/Down Payment received from you is not refundable, exact as set forth in this Retail Purchase Agreement. In the case of a Deposit, we will refrain from selling the Vehicle for N/A days.		**NEGATIVE EQUITY: You are aware that the Balance Owed on your Trade-In/Lease Turn-In Vehicle exceeds the Trade-In Allowance from us and, as a result, you have requested that the Total Due be increased by the difference (known as the "Negative Equity" amount).			License/Registration Fees	35.00
X		X			N/A	N/A
OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS			PLUS: BALANCE OWED ON TRADE-IN(S) (Includes any **Negative Equity)			N/A
☐ IF MARKED, PLEASE SEE THE DELIVERY CONFIRMATION			TOTAL DUE			50317.50
☐ IF MARKED, PLEASE SEE THE CONDITIONAL (SPOT) DELIVERY AGREEMENT-LIMITED RIGHT TO CANCEL			LESS DEPOSIT/DOWN PAYMENT*			N/A
☐ JURY WAIVER ATTACHED			LESS REBATE			N/A
☐ PAY OFF AUTHORIZATION ATTACHED						N/A
			LESS CASH DUE AT DELIVERY			N/A
			AMOUNT TO BE FINANCED (See Paragraphs 11, 14, and 16)			50317.50

Waiver of Jury Trial: The Dealership and Purchaser knowingly, voluntarily and intentionally waive any right they may have to a trial by jury in any litigation based upon or arising out of this Agreement, any document related to this transaction, or any course of conduct, dealing, statements (whether oral or written), or any act of Dealership or Purchaser. This Agreement and any documents which are part of this transaction or incorporated herein comprise the entire agreement affecting this Retail Purchase Agreement (Buyers Order) and no other agreement or understanding of any nature concerning the same has been made or entered into, or will be recognized. I have read all of the terms and conditions of this Agreement and agree to them as if they were printed above my signature. I further acknowledge receipt of a copy of this Agreement. This Agreement shall not become binding until signed and accepted by an Authorized Dealership Representative.

03/04/2024

03/04/2024

Purchaser

N/A

Accepted by Authorized Dealership Representative

Purchaser

DealerCAP

CATALOG #8963015-B
73131*1*FD-FI

03/04/2024 10:30 am
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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 23-2024

DATE: April 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)

Broad Band	Title
Band A	City Administrator
Minimum Salary \$100,000	
Maximum Salary \$160,000	
Band B	Assistant City Administrator
Minimum Salary \$80,000	City Engineer
Maximum Salary \$140,000	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
Band C	Deputy Administrator of Planning and Zoning

Minimum Salary \$70,000	Deputy Director of Finance
Maximum Salary \$120,000	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
Band D	Advanced Certified Paralegal
Minimum Salary \$50,000	Assistant Prosecutor
Maximum Salary \$100,000	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
Band E	Administrative Assistant
Minimum Salary \$45,000	CAD Technician-Construction Inspector
Maximum Salary \$75,000	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.

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
Band A	City Administrator
Minimum Salary \$104,000	
Maximum Salary \$166,400	
Band B	Assistant City Administrator
Minimum Salary \$83,200	City Engineer
Maximum Salary \$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

Band C	Deputy Administrator of Planning and Zoning
Minimum Salary \$72,800	Deputy Director of Finance
Maximum Salary \$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
Band D	Advanced Certified Paralegal
Minimum Salary \$52,000	Assistant Prosecutor
Maximum Salary \$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
Band E	Administrative Assistant
Minimum Salary \$46,800	CAD Technician-Construction Inspector
Maximum Salary \$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.

President of Council

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 Effler, Law Director

RE: Resolution 54-2024

DATE: March 27, 2024



Subject Matter/Background

A Resolution authorizing the awarding of a bid and agreement with Gerkin Paving, Inc. for pavement repair and placement on various roads in the city.

This project consists of milling and resurfacing, curb replacement and other associated work on various roads throughout the City.

The cost of the project is \$2,274,577.71. The City Engineer has requested a contingency of \$91,980.29 for any issues that may arise during the project for a total potential project cost of \$2,366,558.00.

The Service Committee voted 3-0 in favor of advancement of this legislation to City Council.

Financial Review

Account: 2233-71542-55700

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 54-2024

**A RESOLUTION AWARDING A BID AND AGREEMENT TO
GERKEN PAVING, INC. IN AN AMOUNT NOT TO EXCEED TWO
MILLION THREE HUNDRED SIXTY-SIX THOUSAND FIVE
HUNDRED FIFTY-EIGHT DOLLARS AND ZERO CENTS
(\$2,366,558.00), FOR RESURFACING ON VARIOUS CITY STREETS;
AND DECLARING AN EMERGENCY**

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

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

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

WHEREAS, the cost for the project is Two Million Two Hundred Seventy-Four Thousand Five Hundred Seventy-Seven Dollars and Seventy-One Cents (\$2,274,577.71), with the City Engineer requesting a contingency of Ninety-One Thousand Nine Hundred Eighty Dollars and Twenty-Nine Cents (\$91,980.29), leaving the total cost of the project at an amount not to exceed Two Million Three Hundred Sixty-Six Thousand Five Hundred Fifty-Eight Dollars And Zero Cents (\$2,366,558.00); and,

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

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

SECTION 1. The Mayor and Director of Finance are authorized to enter into an Agreement with Gerkin Paving, Inc. in the amount of Two Million Two Hundred Seventy-Four Thousand Five Hundred Seventy-Seven Dollars and Seventy-One Cents (\$2,274,577.71) as represented in Exhibit A attached hereto, and the Mayor and Director of Finance are further authorized to approve all change orders considered necessary to this project in an amount not to exceed Ninety-One Thousand Nine Hundred Eighty Thousand Dollars and Twenty-Nine Cents (\$91,980.29) for a

total project amount not to exceed Two Million Three Sixty-Six Thousand Five Hundred Fifty Eight Dollars and Zero Cents (\$2,366,558.00).

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, as the bid award is only valid for sixty (60) days, and shall be in full force and effect from and immediately after its passage and approval by the Mayor.

President of Council

Mayor

PASSED _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR

General Info

Total:

\$2,274,577.71

Number	Description
2024 Annual Resurfacing Program	2024 Annual Resurfacing Program
Deadline	This project consists of milling and resurfacing, curb replacement and other associated work of Chaplegate Court, Seminary Road, Mission Hill Drive, Wood Creek Court, Deerwood Court, Turtle Creek Drive, High Meadows Lane, Stonefence Drive, Watermill Lane, Timber Ridge Court, Winding River Court, Indian Wells Lane, East Third Street, Five Point Road, Grogan Drive and Kettle Run.
03/21/2024 02:00 PM EDT	
Vendor	
Gerken Paving, Inc.	
Submitted	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.
03/21/2024 09:54 AM EDT	
Signed by	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.
Kevin Ash Account Holder	
Kevin Ash	
Opened	The project will be awarded to the lowest and most responsive bidder based on the Grand Total Price of the Base Bid and any Alternatives that are accepted.
03/21/2024 02:07 PM EDT	
By	Final Completion for the project: October 31, 2024
bthomas@ci.perrysburg.oh.us	Engineering Estimate for the project: \$2,161,300
	Allows zero unit prices and labor
	Yes
	Allows negative unit prices and labor
	Yes

Ordinance 08-2023 Confirmation Statement

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

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

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

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

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

Statement #1 Answer *

Yes

Statement #2 Answer *

Yes

Statement #3 Answer *

Yes

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

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

Signature *

KEVIN ASH

Title *

VICE PRES.

Bidder Company Name *

GERKEN PAVING, INC.

Date *

MARCH 21, 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
2024 Resurfacing Plans - Bid Set.pdf (39.6 MB) Bidding Plan Set
2_LegalNotice_FY21-BTHOMASSUR-20.pdf (74.6 KB) Legal Advertisement
3_ProjDesc_FY21.pdf (115 KB) Project Description
4_InstructionstoBid-FY21.pdf (94.7 KB) Instruction to Bidders
5_General Conditions.pdf (180 KB) General Conditions
6_Specs_FY21.pdf (189 KB) Supplemental Specifications
7_Insurance Requirements.pdf (68.7 KB) Additional Requirements
8_ContractForm_FY21.pdf (581 KB) Contract Forms (For Reference Only)
Kettle Run.pdf (929 KB) Kettle Run Plan 3-15-24

Proposal

BID

Proposal of: *

GERKEN PAVING, INC.

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

doing business as *

"a corporation"

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

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

2024 ANNUAL RESURFACING PROGRAM

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

Two Million Two Hundred Seventy-Four Thousand Five Hundred Seventy-Seven and 71/100

\$ (in currency): *

\$2,274,577.71

;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: *

KEVIN ASH

Address: *

9072 COUNTY ROAD 424

Title: *

VICE PRES.

City, State, Zip: *

NAPOLEON, OH 43545

Legal Name of Bidder: *

GERKEN PAVING, INC.

Phone Number: *

(419) 533-7701

Fax Number: *

419-533-6393

E-mail Address *

kevin.ash@gerkenpaving.com

Base Bid

\$2,274,577.71

Item Code	Description	Quantity	Units	Unit Price	Extension
Alternates are not included in bid total.					
253	Full-Depth Pavement Repair- 4 inch	6,651.08	SY	\$22.50	\$149,649.30
254	Pavement Planing - 1.5"	64,183.80	SY	\$1.65	\$105,903.27
407	Tack Coat	3,456.41	GA	\$2.50	\$8,641.03
411	Stabilized Crushed Aggregate	200.00	CY	\$80.00	\$16,000.00
441	Asphalt Concrete Surface Course, Type 1, 448 (1.5")	2,768.22	CY	\$192.00	\$531,498.24
452	6" Concrete Drive Remove & Replace (MS)	1,703.26	SY	\$89.00	\$151,590.14
608	Remove and Replace 4" Sidewalk & Curb Ramps	14,740.00	SF	\$10.25	\$151,085.00
608	Detectable Warning	110.00	EA	\$450.00	\$49,500.00
609	Straight Curb Remove and Replace	358.00	LF	\$44.00	\$15,752.00
609	Roll Curb Remove and Replace	8,206.65	LF	\$57.00	\$467,779.05
614	Maintaining Traffic	1.00	LS	\$20,000.00	\$20,000.00
624	Mobilization	1.00	LS	\$62,000.00	\$62,000.00
644	Stop Bar	16.00	LF	\$20.00	\$320.00
644	Crosswalk	55.00	LF	\$20.00	\$1,100.00
644	Yellow Centerline	0.34	Mi	\$625.00	\$212.50
644	Edge Line	0.68	Mi	\$5,000.00	\$3,400.00
653	Topsoil Furnished and Placed	1,200.43	CY	\$22.00	\$26,409.46
659	Topsoil, Seed & Mulch	4,559.25	SY	\$8.00	\$36,474.00
832	Temporary Sediment and Erosion	1.00	LS	\$11,500.00	\$11,500.00
SPEC	Catch Basin Replace Casting	57.00	EA	\$1,525.00	\$86,925.00
					Total: \$2,274,577.71

Item Code	Description	Quantity	Units	Unit Price	Extension
SPEC	Monument Box Adjust to Grade	64.00	EA	\$950.00	\$60,800.00
SPEC	Manhole Adjust to Grade in Pavement	6.00	EA	\$1,600.00	\$9,600.00
SPEC	Manhole Adjust to Grade in Sidewalk	2.00	EA	\$600.00	\$1,200.00
SPEC	Reclamite Asphalt Surface Preservation	64,183.80	SY	\$1.19	\$76,378.72
SPEC	Asphalt Drive, Remove and Replace	1,360.00	SY	\$78.00	\$106,080.00
203	Excavation of Subgrade (Contingency)	50.00	CY	\$40.00	\$2,000.00
204	Subgrade Compaction (Contingency)	100.00	SY	\$2.30	\$230.00
254	Full Depth Pavement Repair - 4 Inch (Contingency)	4,500.00	SY	\$22.50	\$101,250.00
304	Granular Base (Contingency)	50.00	CY	\$60.00	\$3,000.00
611	Catch Basin , Adjust to Grade (Contingency)	1.00	EA	\$1,000.00	\$1,000.00
611	Catch Basin, Reconstruct to Grade (Contingency)	1.00	EA	\$2,000.00	\$2,000.00
611	Manhole, Adjust to Grade (Contingency)	1.00	EA	\$1,600.00	\$1,600.00
611	Manhole, Reconstruct to Grade (Contingency)	1.00	EA	\$2,000.00	\$2,000.00
623	Monument Assembly, As Per Plan (Contingency)	1.00	EA	\$1,500.00	\$1,500.00
623	Monument Box, Adjust to Grade (Contingency)	1.00	EA	\$950.00	\$950.00
638	Valve Box, Adjust to Grade (Contingency)	1.00	EA	\$750.00	\$750.00
SPEC	High-Early Concrete (Contingency)	50.00	CY	\$35.00	\$1,750.00
SPEC	Replace Damaged Sprinkler Head (Contingency)	40.00	EA	\$75.00	\$3,000.00
SPEC	Mailbox (Contingency)	50.00	EA	\$75.00	\$3,750.00
Total: \$2,274,577.71					

BID GUARANTEE AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned *
GERKEN PAVING, INC.

as Principal and *
SURETY BONDS INC.

as Surety, are hereby held and firmly bound unto the City of Perrysburg as Obligee in the penal sum of the dollar
amount of the bid submitted by the Principal to the Obligee on *
MAARCH 21, 2024

to undertake the project known as: *
2024 ANNUAL: RESURFACING PROGRAM

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

\$ (in currency):

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

Bond Percentage
10.00%

Guarantee Method *
Certified Check or Paper Bid
Bond

Certified Check or Paper Bid Bond

Confirmation *

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

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

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

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

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

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

Principal: *

GERKEN PAVING, INC.

By: *

KEVIN ASH

Title: *

VICE PRES.

Surety: *

SURETY BONDS INC.

By (Attorney-in-Fact): *

MARK DREGLER

Address: *

7540 SAWMILL PARKWAY POWELL, OH 43605

Agent: *

MARK DREGLER

Address: *

7540 SAWMILL PARKWAY POWELL, OH 43605

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: *

We maintain a permanent place of business. We have adequate facilities and equipment available for this proposed contract. We have suitable financial means to meet obligations incidental to the proposed contract. We have appropriate technical experience and possess sufficient skills and experience. We have the ability and resources to make repairs and adjustments that may be required on the equipment to be used under the proposed contract. We are prequalified with Ohio Dept. of Transportation and have provided our ODOT prequalification.

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

Name: *

KEVIN ASH

Title: *

VICE PRES.

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

Name: *

N/A

Title: *

N/A

LIST OF SUBCONTRACTORS

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

Name: *

Smith Paving

Address: *

4426 Old State Rd N, Norwalk, OH 44857

Type of Work: *

Concrete

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

Name: *

Pavement Technology Inc.

Address: *

24144 Detroit Rd, Cleveland, OH 44145

Type of Work: *

Asphalt Rejuvenation

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

Name: *

Griffen Pavement Striping

Address: *

2383 Harrison Rd, Columbus, OH 43204

Type of Work: *

Striping

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

Signed By: *

KEVIN ASH

Title *

VICE PRES.

Company *

GERKEN PAVING, INC.

Date *

MARCH 21, 2024

NONCOLLUSION AFFIDAVIT

STATE OF: *

OHIO

COUNTY OF: *

HENRY

Bid Identification *

2024 ANNUAL RESURFACING PROGRAM

Bidder's Name *

GERKEN PAVING, INC.

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

*

other

Enter response if "other" was selected

VICE PRES.

of (company name): *

Gerken Paving, Inc.

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

Signed: *

KEVIN ASH

Title: *

VICE PRES.

SUBSTITUTIONS/OPTIONS FORM

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

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? *

NO

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. *

46 years

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

We have attached our ODOT prequalification.

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 *

Our management is experienced in the construction field. We can provide experience sheets if needed.

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

No

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

No

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

We can provide our Occupational Safety and Health Admin. compliant safety program if needed.

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

Yes

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

75%

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

Company Name *

GERKEN PAVING, INC.

Signature *

KEVIN ASH

Title *

VICE PRES.

Date *

MARCH 21, 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 Miscellaneous Attachment	Omit if Not Needed	GPI ODOT PREQUALIFICATION.pdf
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	I am not enclosing this document because the omission terms have been met.
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	I am not enclosing this document because the omission terms have been met.
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	I am not enclosing this document because the omission terms have been met.
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Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	I am not enclosing this document because the omission terms have been met.
14 Required Documents		

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

Required Document List

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

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Resolution 55-2024



DATE: April 11, 2024

Subject Matter/Background

Council previously approved Resolution 26-2024, which allowed for the development of a design plan for the Right of Way for the Multi Use path along SR25/W Boundary. The design plan has been completed so the City may now begin to acquire land for the right of way in accordance with this plan.

This resolution authorizes to enter into an agreement with CSX Railroad for engineering work associated with the construction of the multi use path along W. Boundary, at a cost not to exceed Sixteen Thousand Eight Hundred Eighty-Five Dollars and Zero Cents (\$16,885.00).

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, to ensure the timely completion of the project.

RESOLUTION 55-2024

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH
CSX TRANSPORTATION, INC. AT A COST NOT TO EXCEED
SIXTEEN THOUSAND EIGHT HUNDRED EIGHTY-FIVE
DOLLARS AND ZERO CENTS (\$16,885.00) FOR
ENGINEERING WORK RELATED TO THE
CONSTRUCTION OF THE WEST BOUNDARY MULTI USE
PATH PROJECT; AND DECLARING AN EMERGENCY**

WHEREAS, the Department of Public Service has found it necessary to continue with the right-of-way plans for the W. Boundary Multi Use Path, which includes a crossing of the CSX railroad tracks; and,

WHEREAS, in order to achieve connectivity on the multi use path there is a need to cross the CSX railroad tracks; and,

WHEREAS, CSX requires that the City enter into an agreement whereby the city pays CSX for all costs and expenses incurred by CSX in connection with the Engineering Work, including, without limitation: (i) all out of pocket expenses, (ii) travel and lodging expenses, (iii) telephone, facsimile, and mailing expenses, (iv) costs for equipment, tools, materials, and supplies, (v) sums paid to consultants and subcontractors, and (vi) labor, together with labor overhead percentages established by CSX pursuant to applicable law; and,

WHEREAS, at its March 27, 2024 meeting, the Service 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. The Mayor and Director of Finance are authorized to enter into an agreement with CSX Railroad for engineering work associated with the construction of the multi use path along W. Boundary, at a cost not to exceed Sixteen Thousand Eight Hundred Eighty-Five Dollars and Zero Cents (\$16,885.00), as outlined in Exhibit A.

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

SECTION 3. This Resolution 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 the 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

PERRYSBURG, WOOD COUNTY, OHIO
MULTI-USE PATH CONSTRUCTION ACROSS CSXT AT-GRADE
TOLEDO SUBDIVISION, MILEPOST BE-192.12
CSXT OP NUMBER OH1554

PRELIMINARY ENGINEERING AGREEMENT

This Preliminary Engineering Agreement (this “**Agreement**”) is made as of _____, 202__, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida (“CSXT”), and the CITY OF PERRYSBURG, a body corporate and political subdivision of the State of Ohio (“Agency”).

EXPLANATORY STATEMENT

1. Agency wishes to facilitate the development of a proposed multi-use path (MUP) construction adjacent to West Boundary Street (SR 25), including where the MUP crosses at-grade the tracks and right-of-way of the CSXT Toledo Subdivision, near Milepost BE-192.12 (DOT# 155821J), as located in Perrysburg, Wood County, Ohio (the “**Project**”).
2. Agency has requested that CSXT proceed with certain necessary engineering and/or design services for the Project to facilitate the parties’ consideration of the Project.
3. Subject to the approval of CSXT, which approval may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities, the Project is to be constructed, if at all, at no cost to CSXT, under a separate construction agreement to be executed by the parties at a future date.

NOW, THEREFORE, for and in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties and incorporate by reference, the parties agree as follows:

1. **Scope of Work**

- 1.1. **Generally.** The work to be done by CSXT under this Agreement shall consist of: (i) the preparation or review and approval of preliminary and final engineering and design plans, specifications, drawings, agreements and other documents pertaining to the Project, (ii) the preparation of cost estimates for CSXT’s work in connection with the Project, and (iii) the review of construction cost estimates, site surveys, plats, legal descriptions, assessments, studies, easements, agreements and related construction documents submitted to CSXT by Agency for the Project (collectively, the “**Engineering Work**”). Engineering Work may also include office reviews, field reviews, attending hearings and meetings, and preparing correspondence, reports, and other documentation in connection with the Project. Nothing contained in this Agreement shall oblige CSXT to perform work which, in CSXT’s opinion, is not relevant to CSXT’s participation in the Project.
 - 1.2. **Effect of CSXT Approval or Preparation of Documents.** By its review, approval or preparation of plans, specifications, drawings or other documents pursuant to this Agreement (collectively, the “**Plans**”), CSXT signifies only that the Plans and the Project proposed to be constructed in accordance with the Plans satisfy CSXT’s requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of such Plans or the Project constructed in accordance with the Plans.
2. **Project Construction.** Nothing contained in this Agreement shall be deemed to constitute CSXT’s approval of or consent to the construction of the Project, which approval or consent may be withheld

for any reason directly or indirectly related to safety or CSXT operations, property, or facilities. The Project if constructed is to be constructed, if at all, under a separate construction agreement to be executed by the parties at a future date. Furthermore, the PUBLIC AGENCY acknowledges and understands that any estimated cost to construct the Project shall only be good for a limited period of time and that any delays to move to construction, if CSXT agrees to such construction, shall result in increased costs.

3. Reimbursement of CSXT Expenses.

3.1. Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Engineering Work, including, without limitation: (i) all out of pocket expenses, (ii) travel and lodging expenses, (iii) telephone, facsimile, and mailing expenses, (iv) costs for equipment, tools, materials and supplies, (v) sums paid to consultants and subcontractors, and (vi) labor, together with labor overhead percentages established by CSXT pursuant to applicable law (collectively, the “**Reimbursable Expenses**”).

3.2. Estimate. CSXT has estimated the total Reimbursable Expenses for the Project to be approximately **\$16,885.00** (the “**Estimate**” as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses may exceed such Estimate, it shall provide Agency with the revised Estimate of total Reimbursable Expenses for Agency's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses as reflected in the revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further Engineering Work, unless and until Agency provides such approval and confirmation.

3.3. Payment Terms.

3.3.1. Advance Payment in Full. Upon execution and delivery of this Agreement by Agency, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. Agency shall submit advance deposit payment to CSXT for Reimbursable Expenses in the amount set forth in Section 3.2 Estimate, with a copy of the **CSXT Schedule PA** form attached to this agreement, to the address on the CSXT Schedule PA form. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within thirty (30) days following delivery of such invoice to Agency.

3.3.2. Following completion of all Engineering Work, CSXT shall reconcile the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency and shall submit to Agency a final invoice if required. Agency shall pay to CSXT the amount by which actual Reimbursable Expenses exceed total payments, as shown by the final invoice, within thirty (30) days following delivery to Agency of the final invoice. CSXT will provide a refund of any unused deposits if the deposit exceeds the incurred Reimbursable Expenses for the Project.

3.3.3. In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement: (i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Agency: (A) to

immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

- 3.4. Effect of Termination. Agency's obligation to pay CSXT Reimbursable Expenses in accordance with this Section shall survive termination of this Agreement for any reason.
4. Appropriations. Agency represents to CSXT that: (i) Agency has obtained appropriations sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the initial Estimate; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such additional appropriations.
5. Termination.
 - 5.1. By Agency. Agency may terminate this Agreement, for any reason, by delivery of notice to CSXT. Such termination shall become effective upon the expiration of fifteen (15) calendar days following delivery of notice to CSXT or such later date designated by the notice.
 - 5.2. By CSXT. CSXT may terminate this Agreement (i) as provided pursuant to Section 3.3.3., or (ii) upon Agency's breach of any of the terms of, or its obligations under, this Agreement and such breach continues without cure for a period of ninety (90) days after written notification from CSXT to Agency of such breach.
 - 5.3. Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical to immediately stop the Engineering Work. Accordingly, both parties agree that, in such instance a party may continue to perform Engineering Work until it has reached a point where it may reasonably and/or safely suspend the Engineering Work. Agency shall reimburse CSXT pursuant to this Agreement for the Engineering Work performed, plus all costs reasonably incurred by CSXT to discontinue the Engineering Work and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Engineering Work. Termination of this Agreement or Engineering Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Engineering Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 3.
6. Subcontracts. CSXT shall be permitted to engage outside consultants, counsel and subcontractors to perform all or any portion of the Engineering Work.
7. Notices. All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered (i) on the expiration of three (3) days following mailing by first class U.S. mail, (ii) on the next business day following mailing by a nationally recognized overnight carrier, or (iii) on the date of transmission, as evidenced by written confirmation of successful transmission, if by facsimile or other electronic transmission if sent on a business day (or if not sent on a business day, then on the next business day after the date sent), to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT: CSX Transportation, Inc.
4802 Decoursey Pike
Taylor Mill, Kentucky 41015
Attention: Project Manager – Public Projects

If to Agency: City of Perrysburg, Ohio
201 West Indiana Avenue
Perrysburg, Ohio 43551
Attention: City Engineer

8. Entire Agreement. This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.
9. Waiver. If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
10. Assignment. CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption by CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligations under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior written consent, which consent may be withheld for any reason.
11. Applicable Law. This Agreement shall be governed by the laws of the **State of Ohio**, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Duval County, Florida, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Duval County, Florida.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

BY SIGNING THIS AGREEMENT, I certify that there have been no changes made to the content of this Agreement since its approval by the CSXT Legal Department on **October 27, 2021**.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

CITY OF PERRYSBURG, OHIO

By: _____
Print Name: _____
Title: _____

CSX TRANSPORTATION, INC.

By: _____
Bradley W. Armstrong
Project Manager – Public Projects

PERRYSBURG, WOOD COUNTY, OHIO
MULTI-USE PATH CONSTRUCTION ACROSS CSXT AT-GRADE
TOLEDO SUBDIVISION, MILEPOST BE-192.12
CSXT OP NUMBER OH1554

CSXT Schedule PA

PAYMENT SUBMISSION FORM

Project Description: Proposed multi-use path (MUP) construction adjacent to West Boundary Street (SR 25), including where the MUP crosses at-grade the tracks and right-of-way of the CSXT Toledo Subdivision, near Milepost BE-192.12 (DOT# 155821J), as located in Perrysburg, Wood County, Ohio

CSXT OP# OH1554

Payment may be made via paper check or ACH/EFT payment as detailed below.

Payment due prior to work commencing.

*****Mail a Check*****

Mail this form (via USPS only),
along with your paper check (do not
send the Agreement) to the following
address:

**CSX Transportation, Inc.
P.O. Box 530192
Atlanta, GA 30353-0192**

OR

*****ACH/EFT Payment*****

Submit Payment to:

**CSXT Govt. Billing
P.O. Box 530192
Atlanta, GA 30353-0192**

**Acct # 1219082172
ACH ABA# 267084199**

When submitting payment VIA EITHER CHECK OR ACH/EFT, send a photocopy of the check or associated ACH/EFT payment info, along with this form via email/mail to:

**Nicole_Henning@csx.com
And
LShaw@Benesch.com**

(All information below to be completed by Agency providing Payment)

<u>Sponsor Name</u>	<u>Payment Date</u>	<u>Check #</u>	<u>Amount</u>
_____	_____	_____	<u>\$16,885.00</u>

ESTIMATE SUBJECT TO REVISION AFTER: 3/4/2025

DOT NO.: 155821J

CITY: Perrysburg

COUNTY: Wood

STATE: OH

DESCRIPTION: Multi-Use Path Construction across CSX at-grade - adjacent to West Boundary Street (SR 25) at-grade crossing.

ZONE: Louisville

SUB-DIV: Toledo

MILE POST: BE-192.12

AGENCY PROJECT NUMBER: WOO-SR25-21.28; PID 117684

PRELIMINARY ENGINEERING:

212	Contracted & Administrative Engineering Services	\$15,350
	Subtotal	\$15,350

CONSTRUCTION ENGINEERING/INSPECTION:

212	Contracted & Administrative Engineering Services	
	Subtotal	

FLAGGING SERVICE: (Contract Labor)

70	Labor (Conductor-Flagman)	Days @
50	Labor (Foreman/Inspector)	Days @
70	Additive (Transportation Department)	
50	Additive (Engineering Department)	
	Subtotal	

SIGNAL & COMMUNICATIONS WORK:**TRACK WORK:**

	PROJECT SUBTOTAL:	\$15,350
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900	CONTINGENCIES: 10.00%	\$1,535
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PROJECT TOTAL:	*****	\$16,885
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CURRENT AUTHORIZED BUDGET:	*****	\$0
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TOTAL SUPPLEMENT REQUESTED:	*****	\$16,885
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DIVISION OF COST:

Agency	100.00%		\$16,885
Railroad	0.00%		\$0

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Chief Engineer Public Projects--Jacksonville, Florida

Estimated prepared by: Benesch

Approved by: **BWA**

CSXT Public Project Group

DATE: 03/04/24

REVISED: 01/00/00

DATE: 03/06/24

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Resolution 56-2024

DATE: April 11, 2024



Subject Matter/Background

Council previously approved Resolution 26-2024, which allowed for the development of a design plan for the Right of Way for the Multi Use path along SR25/W Boundary. The design plan has been completed so the City may now begin to acquire land for the right of way in accordance with this plan.

This resolution authorizes an agreement with West Erie Realty Solutions for land acquisition services for the project such as: title reports, appraisals, negotiations, and recording fees.

The cost of these services is \$72,350.00.

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, to ensure the timely completion of the project.

RESOLUTION 56-2024

A RESOLUTION AUTHORIZING AN AGREEMENT WITH WEST ERIE REALTY SOLUTIONS, LTD. FOR RIGHT-OF- WAY ACQUISITION SERVICES FOR THE WEST BOUNDARY MULTI USE PATH PROJECT AT A COST NOT TO EXCEED SEVENTY-TWO THOUSAND THREE HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$72,350.00); AND DECLARING AN EMERGENCY

WHEREAS, the Department of Public Service has found it necessary to continue with the right-of-way plans and acquisition for the W. Boundary Multi Use Path; and,

WHEREAS, on February 20, 2024, Council approved Resolution 26-2024, to develop right-of-way plans for the W. Boundary Multi Use Path; and,

WHEREAS, the plans have been completed and the City is now requesting funds for the necessary acquisition services; and,

WHEREAS, the City of Perrysburg, Ohio, received a proposal from West Erie Realty Solutions, Ltd. for acquisition services for this project, which includes composition of title reports, appraisals, and recording fees; and,

WHEREAS, the total price for these services is Seventy-Two Thousand Three Hundred Fifty Dollars and Zero Cents (\$72,350.00); and,

WHEREAS, at its March 27, 2024 meeting, the Service 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. The Mayor and Director of Finance are authorized to enter into an agreement with West Erie Realty Solutions for right-of-way land acquisition services in connection with the W. Boundary Multi Use Path project, at a price not to exceed Seventy-Two Thousand Three Hundred Fifty Dollars and Zero Cents (\$72,350.00), as outlined in Exhibit A.

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

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

SECTION 3. This Resolution 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 the 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

PROPOSAL & AGREEMENT



ROW Acquisition Services / WOO-SR 25-21.28 PID 117684

March 7, 2024 - The following fee proposal is based on information provided to WE by the City of Perrysburg.

1. Project Management - 8 parcels @ \$1,200.00 per parcel.....\$9,600.00

The project management fee is inclusive of meeting attendance with the various project partners, clerical support, the preparation of status reports and travel as may be necessary to assure timely coordination and completion of tasks involved in the acquirement of rights of way. **Note:** All right of way interests will be acquired in conformance to the policy and procedures as promulgated by the Ohio Department of Transportation. The project management fee is collected in 4 stages at 25% increments. The 1 of 4 = 25% fee will be invoiced after the completion of title reports and appraisals for any given parcel. The 2 of 4 = 25% fee will be invoiced after the offer is made. The 3 of 4 = 25% fee will be invoiced after the signed parcel has been billed or submitted for appropriation. The 4 of 4 = 25% fee will be invoiced after the parcel file has been scanned, standardized and submitted to the client for review and archiving.

2. Title Reports – 8 Reports @ \$1,200.00 per parcel..... \$9,600.00

The Title Report fees shown are **exclusive** of those charged for courthouse copies that may need to be purchased in support of individual title reports. These non-salary direct costs will be reimbursed by the (Client) to the consultant West Erie Realty Solutions, Ltd. (WE) at their actual cost as evidenced by receipts from the respective county office.

3. Appraisals – Martin + Wood Appraisal Group, Ltd. (See attachment) \$20,950.00

(Martin & Wood Appraisal Group, Ltd.) These appraisal fees are based upon the appraiser's best estimate in the type of report required for any one parcel utilizing the plans provided by the client. Please keep in mind that the format of appraisal report for any one parcel is subject to revision based on plan changes that may be made to a parcel.

4. Negotiations - 8 Parcels @ \$3,000.00 per parcel \$24,000.00

A "parcel" is defined as a single ownership assigned to a parent number regardless of the number of takings required from that ownership. For example, parcel 1-WD & T is considered to be a single parcel. The offer packet will include the following items: Notice of Intent to Acquire and Good Faith Offer, Colored Plan Exhibits, Warranty Deed, Easement, Instruments, Legal Description and W9 Form. Parcels added or deleted during the course of this agreement shall be cause for adjustment to this cost proposal for all associated work phases under the responsibility of West Erie Realty Solutions, Ltd.

5. Closings – 2 Formal @ \$1,000.00 per; 6 Informal @ \$500.00 per \$5,000.00

The total closings phase includes the updating of the title report and recording of the easement(s) or warranty deed(s) on a per parcel basis **exclusive** of the recording fee itself.

6. Mortgage Releases – 5 @ \$400.00 per..... \$2,000.00

A fee will only be charged to the client for releases obtained and/or recorded. We've assumed a total of five (5) and WE will secure partial mortgage releases on any parcels that have a mortgage and compensation paid to the owner will be greater than \$25,000. This is per ODOT P&P.

7. Recording Fees – 8 @ \$150.00 per parcel \$1,200.00

The recording of the easement(s) or warranty deed(s) on a per parcel basis and will be invoiced as a pass-thru expense with attached receipts.

Total Cost Proposal\$72,350.00

Respectfully submitted by:
West Erie Realty Solutions, Ltd.
323 Lafayette Street
Toledo, Ohio 43604

Greg R. Vriezelaar
President

Date: March 7, 2024

Proposal Accepted By:
City of Perrysburg

Name:

Date: