

6:15 PM - Public Hearing - Submittal of Planned Unit Development (PUD)

6:20 PM - Public Hearing - Code Amendment



**CITY OF PERRYSBURG
CITY COUNCIL
AGENDA**

June 4, 2024

1. Call to Order - 6:30 PM
2. Roll Call
3. Pledge of Allegiance
4. Minutes of Council Meeting of May 21, 2024
5. Special Reports
 - a. Lifesaving Awards Presentation
 - b. Street Tree Committee Annual Report
6. Letters, Communications, and Citizens Communications
7. Administrative Reports

a. Mayor

Request a motion to approve the appointment of Jesse Stock to serve on the Litter Prevention and Recycling Board. This is for a vacancy that expires on 12/31/2024. Jesse met with the Service Committee on May 29, 2024, and they unanimously voted to send his appointment forward to City Council for confirmation.

b. City Administrator

c. Finance Director

d. Law Director

8. President of Council Report

9. Committee Reports

a. Finance & Economic Development

Ordinance# 35-2024

AN ORDINANCE AMENDING ORDINANCE 163-2012, PREVIOUSLY AMENDED BY ORDINANCE 21-2015, AND APPROVING AN AMENDED COMMUNITY REINVESTMENT AREA AGREEMENT WITH OI LEVIS PARK STS INC

2nd Reading, no vote required

Ordinance# 47-2024

AN ORDINANCE AMENDING CITY OF PERRYSBURG, OHIO, CODIFIED ORDINANCE §896.02 REGARDING HOTEL TAX

1st Reading, no vote required

b. Safety

c. Recreation

d. Planning & Zoning

Ordinance# 39-2024

AN ORDINANCE UPDATING THE HARBOR TOWN PLACE URBAN VILLAGE OVERLAY (UVO)

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

e. Personnel

Ordinance# 40-2024

AN ORDINANCE AMENDING CODIFIED ORDINANCE §266.06-3 "BEREAVEMENT LEAVE" PREVIOUSLY ADOPTED THROUGH ORDINANCE 62-2021 ON DECEMBER 7, 2021

1st Reading, no vote required

Ordinance# 41-2024

AN ORDINANCE ADDING CODIFIED ORDINANCE §267.03-2 "TUITION REIMBURSEMENT" TO THE CITY OF PERRYSBURG CODIFIED ORDINANCES

1st Reading, no vote required

Ordinance# 42-2024

AN ORDINANCE REPEALING CODIFIED ORDINANCES §267.03-1 "COMPENSATION FOR ADVANCED STUDY" OF THE CITY OF PERRYSBURG CODIFIED ORDINANCES PREVIOUSLY ENACTED BY ORDINANCE 196-91 AND PASSED ON NOVEMBER 5, 1991

1st Reading, no vote required

Ordinance# 43-2024

AN ORDINANCE REPEALING CODIFIED ORDINANCES §267.01-3 "VOLUNTEER FIRE PERSONNEL COMPENSATION" OF THE CITY OF PERRYSBURG CODIFIED ORDINANCES PREVIOUSLY ENACTED BY ORDINANCE 7-2015 AND PASSED ON FEBRUARY 3, 2015

1st Reading, no vote required

f. Public Utilities

Ordinance# 32-2024

AN ORDINANCE AMENDING CODIFIED ORDINANCE §1050.01 "RATE OF CHARGES FOR SEWER INSIDE AND OUTSIDE THE CITY"

3rd Reading, vote requested

Ordinance# 33-2024

AN ORDINANCE AMENDING CODIFIED ORDINANCE §1050.015 "INSIDE CITY COLLECTION RATES FOR SEWER"

3rd Reading, vote requested

Ordinance# 34-2024

AN ORDINANCE AMENDING CODIFIED ORDINANCE §1060.02 "RATE OF CHARGES FOR WATER INSIDE AND OUTSIDE THE CITY"

3rd Reading, vote requested

Resolution# 64-2024

A RESOLUTION AUTHORIZING AN AGREEMENT WITH BOWERS ASPHALT AND PAVING, INC. IN AN AMOUNT NOT TO EXCEED THIRTY-SEVEN THOUSAND THREE HUNDRED SEVENTY-FOUR DOLLARS AND ZERO CENTS (\$37,374.00) FOR THE REPAIR OF STATE ROUTE 25; AND DECLARING AN EMERGENCY

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

g. Service

Ordinance# 44-2024

ACCEPTING STREETS, ALLEYS, AND GREEN SPACE PER CODIFIED ORDINANCE §1295.07 (HAWTHORNE PLAT 8); AND DECLARING AN EMERGENCY

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

Ordinance# 45-2024

ACCEPTING STREETS, ALLEYS, AND GREEN SPACE PER CODIFIED ORDINANCE §1295.07 (RIVERFORD PLAT 11); AND DECLARING AN EMERGENCY

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

Ordinance# 46-2024

ACCEPTING STREETS, ALLEYS, AND GREEN SPACE PER CODIFIED ORDINANCE §1295.07 (SANCTUARY IN THE WOODS PLAT 5); AND DECLARING AN EMERGENCY

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

Resolution# 65-2024

A RESOLUTION AUTHORIZING AN AGREEMENT WITH GEDDIS PAVING AND EXCAVATING, INC. IN AN AMOUNT OF FOUR HUNDRED NINETY-SIX THOUSAND NINE HUNDRED DOLLARS AND ZERO CENTS (\$496,900.00) FOR CONSTRUCTION OF PHASE 3 OF THE MAUMEE RIVER MULTI-USE PATH (ODOT PID 109388); AND DECLARING AN EMERGENCY

Recommendation to Suspend the Rules,

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

Resolution# 66-2024

A RESOLUTION DECLARING A 2006 STERLING SC8000 CURRENTLY
USED BY THE DEPARTMENT OF PUBLIC SERVICE AS NO LONGER
NEEDED FOR MUNICIPAL PURPOSES; AND DECLARING AN
EMERGENCY

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

10. Other Business

11. Adjournment

CITY OF PERRYSBURG

CITY OF PERRYSBURG APPLICATION FOR A PUBLIC VOLUNTEER (COMMITTEE, COMMISSION, BOARD, OR AGENCY APPOINTMENT)

201 W Indiana Avenue | Perrysburg, OH 43551 | Office 419 872 8010 | www.ci.perrysburg.oh.us

Name of Applicant: Jesse M Stock
First Middle Initial Last

Address: 1226 Valley Bend Ct

City, State, Zip: Perrysburg, Oh 43551

Phone: 614.551.5684 419.874.0727
Cell Home Work

Email Address: executive.director@partnersforcleanstreams.org

Appointment Applying For: Litter & Recycling board

Are you a resident of the City of Perrysburg? ☒ Yes ☐ No

Are you registered to vote in the City of Perrysburg? ☒ Yes ☐ No

Are you related to any current employee of the City of Perrysburg, Ohio? ☐ Yes ☒ No

If yes, give name(s) and position(s): _____

Are you related to any other member of the committee, commission, board or agency for which you are applying?
☐ Yes ☒ No

Do you serve on any other public or not-for-profit boards? ☒ Yes ☐ No If yes, please identify:

Board Treasurer for the Northwest Ohio Association of Fundraising Professionals

Have you ever been convicted of a violation of any law that may disqualify you from serving on the committee, commission, board or agency for which you are applying? If so, please provide details:

No

EDUCATION Athens High School, The Plains Ohio Year of Graduation: 1992
High School: _____

Post High School Education

BS degree Marketing & MBA coursework at Franklin University

EMPLOYMENT HISTORY Partners for Clean Streams

Present or last employer:_____

Your title/duties: **Executive Director**_____Dates of employment: **April 2024** to **present**_____

Previous employment (list employers, position, dates of employment)

Zepf Center, Director of Donor Relations Mar 23-Feb 24; Greater Toledo Community Foundation, Philanthropic Services Office Mar 20- Mar 23; Athens County Foundation, Program Director Sept 15 - Mar 20.

REFERENCES

(List three persons not related to you who have personal knowledge of your qualifications for this appointment)

Name	Address	Phone
------	---------	-------

Abby Aldrich	300 Madison Ave Toledo Ohio 43604	419-241-5049
Mike George	2021 N McCord Rd Toledo Ohio 43615	419-861-4990
Kayla Kirkpatrick	132 W 2nd St Perrysburg Ohio 43551	419-874-0727

STATEMENT

Please provide a brief statement as to why you feel you are qualified for this appointment.

I'm willing to contribute to maintaining Perrysburg's natural environments; I'm willing broadcast Pburg clean and recycling message and activities to our volunteer corp and empower the community to take local ownership to ensure their resources (parks, roads), rivers, streams and lakes that are clean, clear and safe.

Are you aware of any circumstances that exist or could exist that would create a conflict of interest or the appearance of a conflict of interest if you are appointed to this board? ☐ Yes ☒ No

If yes, please explain:

Please include any other information here that you feel would be of importance to the appointing authority in the selection process.

I've led multiple clean up events both as a board member for a Friends of Strouds Run (State Park) and with ODOT. We recycle in my household and I encourage our business to do the same. I believe that we are all responsible for building the community we want to live in.

I certify that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief and are made in good faith. I understand that any false statements will void this application and any actions based on it.

Signature of Applicant: Jesse M Stock

Date: 5/7/2024

Submission Information for Application for a Public Volunteer Appointment:

Email: administrator@ci.perrysburg.oh.us

Fax: (419) 872-8019

Mail or drop off: City of Perrysburg, Office of the Mayor, 201 W Indiana Avenue, Perrysburg, OH 43551

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Ordinance 35-2024

DATE: May 15, 2024



Subject Matter/Background

ORC Section 3735.65 allows municipalities to create Community Reinvestment Areas for the purpose of establishing, expanding, renovating or occupying facilities in exchange for specified local tax incentives in support of economic development projects and real property improvements.

In 2012 the City established Community Reinvestment Area #4 (The CRA). The City granted OI Levis STS Park Inc., a 75% Community Reinvestment Area tax abatement for 10 years, beginning in 2015, in support of a project at 1899 N. Wilkinson Way in CRA #4 that requires mandatory school compensation agreements pursuant to Ohio Revised Code.

OI Levis STS Park Inc., has requested a five-year extension of this Community Reinvestment Area tax abatement in support of OI's research and development project.

If this request is granted, OI Levis Park STS Inc. will benefit from a full 15-year incentive period as allowable under Chapter 3735 of the Ohio Revised Code.

Financial Review

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

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

First Reading – May 21, 2024

Second Reading – June 4, 2024

Third Reading and Vote – June 20, 2024

ORDINANCE 35-2024

AN ORDINANCE AMENDING ORDINANCE 163-2012, PREVIOUSLY AMENDED BY ORDINANCE 21-2015, AND APPROVING AN AMENDED COMMUNITY REINVESTMENT AREA AGREEMENT WITH OI LEVIS PARK STS INC.

WHEREAS, the Community Reinvestment Area Act (the “Act”) under Ohio Revised Code Section 3735.65 has authorized affected counties, municipalities and townships therein to designate areas as Community Reinvestment Areas, and to execute agreements with certain property owners in said areas for the purpose of establishing, expanding, renovating or occupying facilities; hiring new employees; and preserving jobs within the community in exchange for specified local tax incentives in support of economic development projects and real property improvements; and

WHEREAS, City Council through Ordinance No. 90-2012, adopted May 1, 2012, established Community Reinvestment Area #4 (hereinafter “CRA #4”) within the boundaries of the City of Perrysburg, Ohio, to promote the City’s economic welfare; and

WHEREAS, pursuant to Section 3735 of the Ohio Revised Code, OI Levis STS Park Inc., requested and the City of Perrysburg (the “Community”) via Ordinances 163-2012 and 21-2015 provided a 75% Community Reinvestment Area tax abatement for 10 years, beginning in 2015, in support of a project at 1899 N. Wilkinson Way in CRA #4 that requires mandatory school compensation agreements pursuant to Ohio Revised Code; and,

WHEREAS, the OI Levis STS Park Inc., has requested a five-year extension of this Community Reinvestment Area tax abatement in support of OI’s research and development project; and,

WHEREAS, the City is desirous of extending this Community Reinvestment Area tax abatement to OI Levis Park STS Inc., until 2029, so that it can benefit from a full 15-year incentive period as allowable under Chapter 3735 of the Ohio Revised Code as long as the schools remain held harmless.

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

SECTION 1. The Mayor and Director of Finance are authorized to take all actions necessary to enter into an amended Community Reinvestment Area Agreement with OI Levis Park STS Inc., as attached hereto, including signing that

Agreement on behalf of the City and forwarding it to the Ohio Development Services Agency and the County Auditor to be finalized.

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
DIRECTOR OF LAW

CITY OF PERRYSBURG

COMMUNITY REINVESTMENT AREA AGREEMENT

This Agreement amends Agreements approved by Ordinances 163-2012 and 21-2015 and entered by and between the City of Perrysburg, Ohio, a Municipal Corporation, with its main offices located at 201 West Indiana Avenue, Perrysburg, Ohio 43551 (hereinafter referred to as “MUNICIPALITY”), and OI Levis Park STS Inc., One Michael Owens Way, Perrysburg, Ohio 43551 (hereinafter referred to as “PROPERTY OWNER”).

WITNESSETH:

WHEREAS, the PROPERTY OWNER requested and received a 75%, 10-year Community Reinvestment Area abatement that began in 2015 in support of real property improvements and research and development project located at 1899 N Wilkinson Way (hereinafter referred to as the “PROJECT”) within the boundaries of Community Reinvestment Area #4; and

WHEREAS, the PROPERTY OWNER has requested a five-year extension (until 2029) of this Community Reinvestment Area tax abatement in support of OI’s research and development project; and,

WHEREAS, pursuant to Section 3735.67(A) and in conformance with the format required under Section 3735.67(B) of the Ohio Revised Code, the parties hereto desire to set forth their agreement with respect to matters hereinafter contained;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties herein agree as follows:

1. The extended period of said abatement shall begin on January 1, 2025, and end on December 31, 2029.
2. The PROPERTY OWNER continues to agree to the remaining standards and provisions set forth in the original Agreements approved via Ordinance 163-2012 and Ordinance 21-2015 by City Council.
3. The PROPERTY OWNER and MUNICIPALITY acknowledge that this Agreement must be approved in formal action of the legislative authority of MUNICIPALITY as a condition for the Agreement to take effect. This Agreement takes effect upon such approval.
5. This Agreement is not transferable or assignable without the express written approval of MUNICIPALITY.

IN WITNESS WHEREOF, the City of Perrysburg, Ohio by Tom Mackin, its Mayor, and Amber Rathburn, its Finance Director, and pursuant to Ordinance No. __-2024, have caused this instrument to be executed this ____ day of May, 2024; OI Levis Park STS Inc., by _____, its _____, has caused this instrument to be executed on this ____ day of _____, 2024, and the City of Perrysburg, by Timothy Effler, its Law Director, has caused this instrument to be executed on this ____ day of May, 2024.

CITY OF PERRYSBURG

Mr. Tom Mackin, Mayor

Ms. Amber Rathburn, Finance Director

OI Levis Park STS Inc.

Approved as to form:

Mr. Timothy Effler, Director of Law

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Ordinance 47-2024

DATE: May 30, 2024



Subject Matter/Background

An Ordinance Amending Codified Ordinance §896.02 to change the deposit amount levied from the Hotel Tax from 60% to 50%. Currently, 60% of the taxes levied from the Hotel Tax are deposited into fund used for the convention and visitors' bureaus. The City has decided to reduce that amount to 50%, with the 10% taken from this amount being put into the general fund.

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

First Reading – 6/4/2024

Second Reading – 6/18/2024

Third Reading and Vote – 7/2/2024

ORDINANCE 47-2024

AN ORDINANCE AMENDING CITY OF PERRYSBURG, OHIO, CODIFIED ORDINANCE §896.02 REGARDING HOTEL TAX

WHEREAS, the City of Perrysburg, Ohio, enacted Codified Ordinance §896 entitled “Hotel Tax” pertaining to the taxation of the Hotel/Transient Accommodations, pursuant to Section 5739.08(B) of the Ohio Revised Code; and,

WHEREAS, Ohio R.C. 5739.08(B) requires the legislative authority of the municipal corporation to deposit at least fifty percent (50%) of the revenue from the tax levied pursuant to this division into a separate fund, which shall be spent solely to make contributions to convention and visitors' bureaus operating within the county in which the municipal corporation or township is wholly or partly located, and the balance of that revenue shall be deposited in the general fund; and,

WHEREAS, the City is currently depositing sixty percent (60%) of the revenue from the tax levied pursuant to this division into a separate fund, which shall be spent solely to make contributions to convention and visitors' bureau.

WHEREAS, the City has decided to reduce that amount of the revenue from the tax levied pursuant to this division deposited into a separate fund to fifty percent (50%), which shall be spent solely to make contributions to convention and visitors' bureaus operating within the county in which the municipal corporation or township is wholly or partly located, and the balance of that revenue shall be deposited in the general fund; and,

WHEREAS, the Finance Committee considered this legislation at its meeting on May 14, 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 §896.02, which currently reads as follows:

896.02 IMPOSITION AND USE OF TAX.

- (a) For the purpose of providing revenue with which to meet the needs of the City for the use of the general fund of the City, for the advancement of the cultural development of the community, for promotion and publicizing of the City of Perrysburg as a desirable location for conventions, trade shows and similar events, to encourage the patronage and business of cultural, educational, religious, professional, sports and other organizations to utilize the City of

Perrysburg and its facilities for such events, all for the benefit of the citizens of the City of Perrysburg, an excise tax of three percent (3%) is hereby levied on transactions by which the lodging by a hotel or transient accommodations is or is to be furnished to transient guests.

- (b) For the purpose of the proper administration of this chapter and to prevent evasion of the tax it is presumed that the lodging furnished by hotels to transient guests is subject to the tax until the contrary is established.
- (c) An amount equal to 60% of the revenue from the tax levied pursuant to this chapter shall be deposited in a separate fund which shall be used solely to make contributions to convention and visitors bureau operating within the City for the advancement of the cultural development of the community, for promotion and publicizing of the City of Perrysburg as a desirable location for conventions, trade shows and similar events, to encourage the patronage and business of cultural, educational, religious, professional, sports and other organizations to utilize the City of Perrysburg and its facilities for such events, and to provide community event planning and management of community events within the City of Perrysburg, all for the benefit of the citizens of the City of Perrysburg. The balance of such revenue shall be deposited in the General Fund.

The tax imposed by this chapter shall be paid by the transient guest to the vendor, and each vendor shall collect from the transient guest the full and exact amount of the tax payable on each taxable lodging.

If the transaction is claimed to be exempt, the transient guest must furnish to the vendor, and the vendor must obtain from the transient guest, written proof of exempt status. If no such proof of exemption is obtained it shall be presumed the tax applies.

Is hereby amended and revised to read:

896.02 IMPOSITION AND USE OF TAX.

- (d) For the purpose of providing revenue with which to meet the needs of the City for the use of the general fund of the City, for the advancement of the cultural development of the community, for promotion and publicizing of the City of Perrysburg as a desirable location for conventions, trade shows and similar events, to encourage the patronage and business of cultural, educational, religious, professional, sports and other organizations to utilize the City of Perrysburg and its facilities for such events, all for the benefit of the citizens of the City of Perrysburg, an excise tax of three percent (3%) is hereby levied on transactions by which the lodging by a hotel or transient accommodations is or is to be furnished to transient guests.

- (e) For the purpose of the proper administration of this chapter and to prevent evasion of the tax it is presumed that the lodging furnished by hotels to transient guests is subject to the tax until the contrary is established.
- (f) An amount equal to fifty percent (50%) of the revenue from the tax levied pursuant to this chapter shall be deposited in a separate fund which shall be used solely to make contributions to convention and visitors bureaus operating within Wood County for the advancement of the cultural development of the community, for promotion and publicizing of the City of Perrysburg as a desirable location for conventions, trade shows and similar events, to encourage the patronage and business of cultural, educational, religious, professional, sports and other organizations to utilize the City of Perrysburg and its facilities for such events, and to provide community event planning and management of community events within the City of Perrysburg, all for the benefit of the citizens of the City of Perrysburg. The balance of such revenue shall be deposited in the General Fund.

The tax imposed by this chapter shall be paid by the transient guest to the vendor, and each vendor shall collect from the transient guest the full and exact amount of the tax payable on each taxable lodging.

If the transaction is claimed to be exempt, the transient guest must furnish to the vendor, and the vendor must obtain from the transient guest, written proof of exempt status. If no such proof of exemption is obtained it shall be presumed the tax applies.

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 39-2024

DATE: May 30, 2024



Subject Matter/Background

On June 6, 2010, through Ordinance 96-2010, City Council designated Harbor Town Place as an Urban Village Overlay (UVO), pursuant to §1245.01, et seq. In providing said designation, a Final Design Plan for the Harbor Town Place UVO was submitted and approved by City Council.

Harbor Town Place has requested alterations to their Final Design Plan which are substantial changes from that adopted as part of the establishment of the UVO and, pursuant to §1245.08(e), has submitted a revised master plan to be approved by City Council.

On March 28, 2024, the Planning Commission voted 5-0 in favor of a conditional approval of the revised master plan for the Harbor Town Place UVO; and,

On May 7, 2024, the Perrysburg City Council held a public hearing concerning the revised master plan for the Harbor Town Place UVO; and,

The Planning and Zoning Committee heard this matter at their May 28, 2024 meeting and recommended approval of this matter to City Council.

Through this Ordinance City Council is approving the revised master plan for Harbor Town Place.

Financial Review

This legislation will have no financial impact on the City.

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

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

ORDINANCE 39-2024

AN ORDINANCE UPDATING THE HARBOR TOWN PLACE URBAN VILLAGE OVERLAY (UVO)

WHEREAS, on June 6, 2010, through Ordinance 96-2010, City Council designated Harbor Town Place as an Urban Village Overlay (UVO), pursuant to §1245.01, *et seq.*; and,

WHEREAS, in providing said designation, a Final Design Plan for the Harbor Town Place UVO was submitted and approved by City Council; and,

WHEREAS, Harbor Town Place has requested alterations to their Final Design Plan which are substantial changes from that adopted as part of the establishment of the UVO and, pursuant to §1245.08(e), has submitted a revised master plan to be approved by City Council, attached hereto as Exhibit A; and,

WHEREAS, as part of the revised master plan, Harbor Town Place also submitted updated Declarations, Restrictions, Covenants, and Site Development and Design Standards (Design Standards) for the Harbor Town Place UVO, a copy of these proposed updates is on file and available for public review in the City's Planning & Zoning Office; and,

WHEREAS, on March 28, 2024, the Planning Commission voted 5-0 in favor of a conditional approval of the revised master plan for the Harbor Town Place UVO; and,

WHEREAS, the conditions set by the Planning Commission have been met; and,

WHEREAS, on May 7, 2024, the Perrysburg City Council held a public hearing concerning the revised master plan for the Harbor Town Place UVO; and,

WHEREAS, the Planning and Zoning Committee heard this matter at their May 28, 2024 meeting and recommended approval of this matter to City Council.

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

SECTION 1. As reflected on Exhibit A, and pursuant to 1245.01, *et seq.*, the revised master plan and the updated Design Standards for the Harbor Town Place UVO are approved by City Council.

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: _____

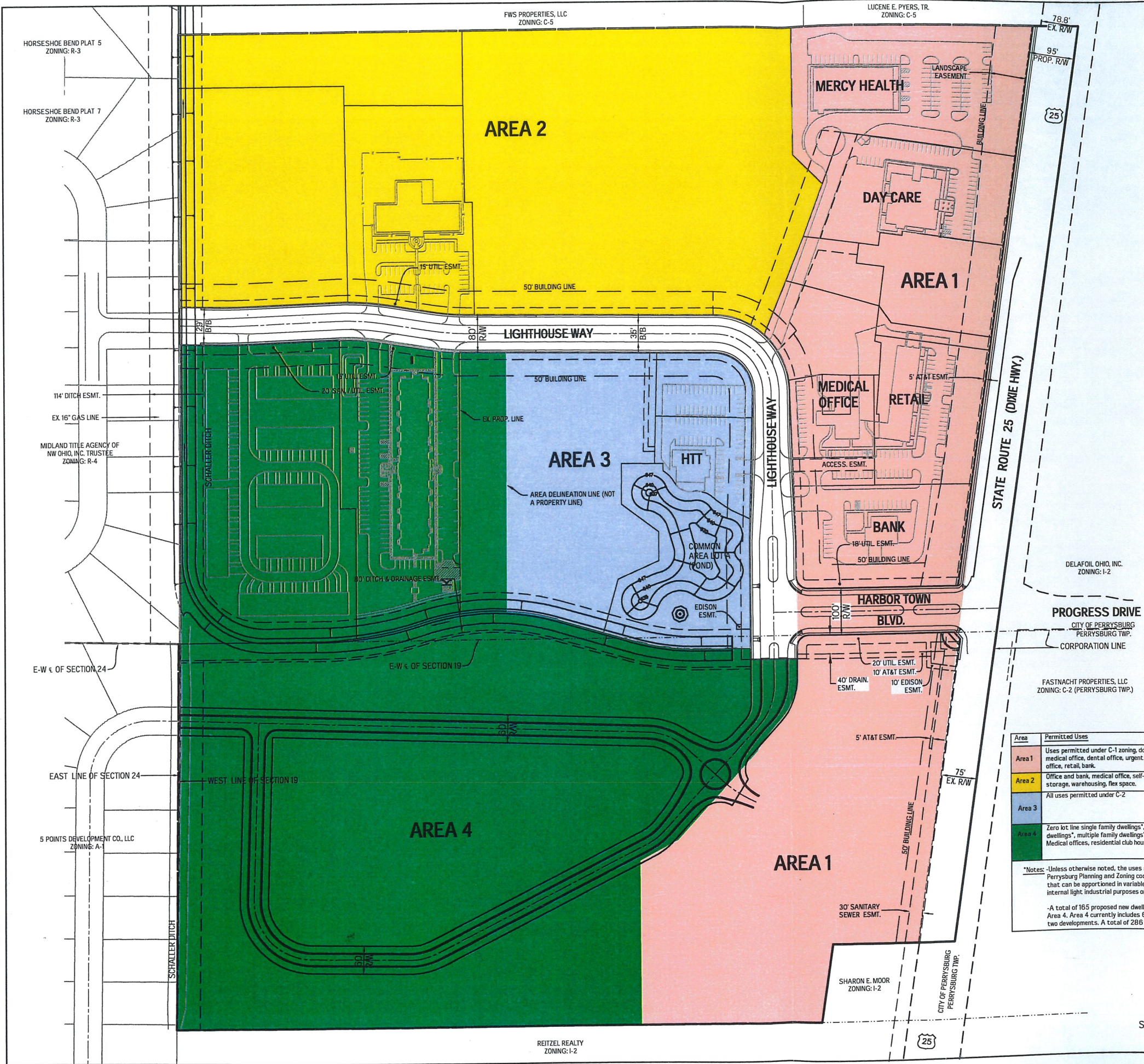
Timothy W. Effler
LAW DIRECTOR

EXHIBIT A

Area	Permitted Uses	Uses allowed with approval of the ARC	Min. Front Yard	Min. Rear Yard	Min. Side Yard	Min. Lot Area	Min. Frontage
1	Uses Permitted under C-1 zoning, doctors office, medical office, dental office, urgent care, hospital, office, retail, bank	All uses allowed under C-3 zoning, both permitted and special approval uses.	50'	25'	0'	10,000 SF	100'
2	Office and bank, medical office, self-service storage, warehousing, flex-space	Outdoor storage as an accessory use	50'	25'	10' (15' for flex space/warehouse)	20,000 SF	100' (200' for flex space/warehouse)
3	Uses Permitted under C-2 zoning, Restaurant uses (both permitted and special approval use), office, banks, and medical office	All other uses permitted under C-4.	50'	25'	0'	0 SF	0'
4	Zero lot line single-family dwellings, two-family dwellings, multiple-family dwellings, office and banks, medical offices and clubhouse	Flex space*	25'	15'	Residential 8', all other uses 20'	Residential 9,500 SF, all other uses 0 SF	55'
*NOTES: Unless otherwise noted, the uses above are defined in the current City of Perrysburg Planning and Zoning Code. Flex space is defined as space that can be apportioned in variable amounts to offices, research laboratories, internal light industrial purposes or warehousing. -A total of 165 proposed new dwelling units, excluding the existing units, in Area 4 are permitted. Area 4 currently includes 65 existing dwelling units.			NOTE: Unless listed above, the provisions in the intensity and dimensional standards of the City of Perrysburg Planning and Zoning Code for the related zoning classification will govern the development.				

PRELIMINARY PLAT
OF
**Harbor Town
Place**

AN URBAN VILLAGE OVERLAY
CITY OF PERRYSBURG, WOOD COUNTY, OHIO



Area	Permitted Uses	Uses allowed with approval of the ARC	Min. Front Yard	Min. Rear Yard	Min. Side Yard	Min. Lot Area	Min. Frontage
Area 1	Uses permitted under C-1 zoning, doctors office, medical office, dental office, urgent care, hospital, office, retail, bank.	All uses allowed under C-3 zoning, both permitted and special approval uses.	50'	25'	0'	10,000'	100'
Area 2	Office and bank, medical office, self-service storage, warehousing, flex space.	Outdoor storage as accessory use.	50'	25'	10' (15' for flex space/warehouse)	20,000'	100' (200' for flex space/warehouse)
Area 3	All uses permitted under C-2	All other uses permitted under C-4	50'	25'	0'	0	0
Area 4	Zero lot line single family dwellings*, two-family dwellings*, multiple family dwellings*, office, banks, Medical offices, residential club house.	Flex space*	25'	15'	Residential: 8' All other uses: 20'	Residential: 9,500' All other uses: 0'	55'

*Notes: -Unless otherwise noted, the uses above are defined in the current City of Perrysburg Planning and Zoning code. Flex space is defined as space that can be apportioned in variable amounts to offices, research laboratories, internal light industrial purposes or warehousing.

-A total of 165 proposed new dwelling units, excluding the existing units, are permitted in Area 4. Area 4 currently includes 65 existing dwelling units and 56 existing dwelling units in two developments. A total of 286 dwelling units (existing plus new) are permitted in Area 4.

Note: Unless listed above, the provisions in the intensity and dimensional standards of the City of Perrysburg Planning and Zoning Code for the related zoning classification will govern the development.

PREPARED BY:
FellerFinch
& ASSOCIATES, INC.
Engineers • Surveyors
1683 Woodlands Drive, Maumee, Ohio 43537
Phone: (419) 893-3680
Fax: (419) 893-2982
www.fellerfinch.com



TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Ords 40 & 41-2024

DATE: May 30, 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 the Personnel Policy, the City found areas that needed to be updated or added in order to clarify the policy and provide consistency.

Ords 40-2024 (Bereavement Leave) and 41-2024 (Tuition Reimbursement) 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 – 6/4/2024

Second Reading – 6/18/2024

Third Reading and Vote – 7/2/2024

ORDINANCE 40-2024

AN ORDINANCE AMENDING CODIFIED ORDINANCE §266.06-3 “BEREAVEMENT LEAVE” PREVIOUSLY ADOPTED THROUGH ORDINANCE 62-2021 ON DECEMBER 7, 2021

WHEREAS, City of Perrysburg, Ohio, Codified Ordinance §266.06-3 establishes “Bereavement Leave” 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 May 28, 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 §266.06-3 which currently reads as:

266.06-3 BEREAVEMENT LEAVE.

In case of death of an employee's child, current spouse, mother, father, brother or sister, grandmother, grandfather, grandchild or any other relative who resides in the household of the employee will be granted leave of absence from the date of death, until and including the day after funeral, not to exceed three (3) working days. Full-time employees will receive pay for their regularly scheduled work hours as applicable at the applicable straight time rate for each day of bereavement leave. Less than full-time staff members will receive the leave time off with seventy-five percent (75%) of full pay.

In case of death of a mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, stepmother, stepfather, or stepchild, the employee will be granted a leave of absence from the date of death until and including the day after the funeral not to exceed two (2) working days. Full-time employees will receive pay for their regularly scheduled work hours as applicable at the applicable straight time rate for each day of funeral leave, provided that the second day of such leave shall be charged as paid sick leave. Less than full-time staff members will receive the leave time off with seventy-five percent (75%) of full pay.

If a holiday occurs while an employee is on funeral leave, the employee will be paid for the funeral leave or the holiday, but not for both.

Additional funeral leave may be granted at the discretion of the Mayor or the Mayor's designee with such additional time being deducted from the employee's sick leave bank.

(Ord. 62-2021. Passed 12-7-21.)

is hereby amended and revised to read:

266.06-3 BEREAVEMENT LEAVE:

In case of death of an employee's child, current spouse, mother, father, brother, sister, grandmother, grandfather, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepmother, stepfather, stepchild, or any other relative who resides in the household of the employee, the Department Head, Division Head, Office Manager or their designee may, upon request grant a leave of absence from the day of death, until and including the day after the funeral not to exceed five (5) working days to employees. Full-time employees will receive pay for their regularly scheduled work hours as applicable at the applicable straight-time rate for each day of bereavement leave.

If a holiday occurs while an employee is on funeral leave, the employee will be paid for the funeral leave or the holiday, but not for both.

Depending on the individual circumstances, the Department Head, Division Head, Office Manager or their designee may allow an employee to take one (1) or more of the five (5) days of bereavement leave at a later time, past the date of the funeral, to address items related to the death (estate, etc.). The decision to grant this exception shall be at the discretion of the Department Head, Division Head, Office Manager or their designee. Additional bereavement leave may be granted at the discretion of the Department Head, Division Head, Office Manager or their designee, with such additional time being deducted from the employee's sick leave bank. Proof of relationship to the deceased may be required.

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 41-2024

AN ORDINANCE ADDING CODIFIED ORDINANCE §267.03-2 “TUITION REIMBURSEMENT” TO THE CITY OF PERRYSBURG CODIFIED ORDINANCES

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 tuition reimbursement, the City is adding Ordinance §267.03-2 establishing “Tuition Reimbursement” to the City of Perrysburg’s Codified Ordinances (“Code”) titled “Personnel Policy”; and,

WHEREAS, the Personnel Committee considered this legislation at its meeting on May 28, 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 §267.03-2 shall read:

267.03-2 TUITION REIMBURSEMENT

Full-time employees who have completed one (1) year of continuous active full-time service shall be eligible for reimbursement of up to \$2,625 per semester or \$1,750 per quarter, up to a maximum of \$5,250 per calendar year, in courses of instruction voluntarily undertaken that are approved in advance by the City Administrator or their designee and are required for completion of the classes by the college/university for degree completion that is reasonably related to the employees job duties.

All courses undertaken must be given by a recognized and accredited educational institution as approved in advance by the City Administrator or their designee. Any required course necessary to complete a degree program previously approved for tuition reimbursement shall be eligible for reimbursement, regardless of subject. The calendar year upon which the reimbursement is based is the date on which the pre-approved course begins (as opposed to the date the request for reimbursement is submitted). In addition to the remaining Sections in this Article, the tuition reimbursement program shall be subject to the following additional conditions:

- A. Course Approval: All course work shall be approved in advance by the City Administrator or their designee. The employee’s request for approval shall be in writing and shall contain the name and description of the proposed course of instruction, the sponsoring institution, the institution’s grading policy for the proposed course of instruction, the scheduled times and dates of the course, the actual tuition cost, and the amount of any financial assistance available to the employee. Unless otherwise approved by the City Administrator or their designee,

the employee shall make such request at least thirty (30) days before the start of the course of study.

- B. Attendance: Courses are to be taken on other than scheduled working hours. Furthermore, any situation which requires an employee's presence on the job (i.e., mandatory classes, training, emergency, overtime, or the like) shall take complete and final precedence over any times scheduled for courses.
- C. Financial Assistance: Financial assistance from any governmental or private agency, which does not have to be paid back (grants, scholarships, etc.), an employee receives shall be deducted from the entire amount the employee owes in total costs before calculating the employee's maximum reimbursement amount from the City for the remaining costs. Any financial assistance received by an employee shall not be counted towards the maximum eligible reimbursement amount provided to an employee.
- D. Sponsoring Institution: No reimbursement shall be provided for correspondence courses, except for correspondence courses approved in advance by the City Administrator or their designee. Furthermore, seminars and conferences shall be ineligible for tuition reimbursement. At the time of the employee's request, both the course and the sponsoring institution shall be subject to the prior approval of the City Administrator or their designee.
- E. Ineligible Fees: No reimbursement will be granted for books, paper or other supplies of any nature, or transportation, meals or any other expenses connected with any course other than the actual tuition cost for the approved course of instruction. Reimbursement will be made within a reasonable period of time after the employee provides to the City Administrator or their designee:
 - 1. an official transcript, certificate or grade report confirming successful completion of the course with a grade of "C" or better, "S" (Satisfactory) or "P" (Pass);
 - 2. a fee statement; and
 - 3. a receipt of payment or a copy of the unpaid tuition bill from the institution.

An employee shall provide this information within thirty (30) days after completing the pre-approved course.

- F. Repayment Of Tuition: If an employee retires, resigns, is discharged, or otherwise separates from City employment for any reason whatsoever, prior to the completion of two (2) years of continuous active service following the completion of any course work, the employee shall immediately repay the entire amount of the tuition reimbursement paid by the City for courses taken and completed within the previous two (2) year period. The City is authorized to automatically deduct all, or any portion of the amount owed by the employee from any monies otherwise due to the employee at the time of separation. If the City requests, employees shall sign an authorization in favor of the City reflecting this deduction.

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 42 & 43-2024

DATE: May 30, 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 the Personnel Policy, the City found certain portions of Code that needed to be repealed, as they are now obsolete.

Ords 42-2024 (Compensation for Advanced Study) and 43-2024 (Volunteer Firefighters) are being repealed as obsolete.

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

First Reading – 6/4/2024

Second Reading – 6/18/2024

Third Reading and Vote – 7/2/2024

ORDINANCE 42-2024

AN ORDINANCE REPEALING CODIFIED ORDINANCES §267.03-1 “COMPENSATION FOR ADVANCED STUDY” OF THE CITY OF PERRYSBURG CODIFIED ORDINANCES PREVIOUSLY ENACTED BY ORDINANCE 196-91 AND PASSED ON NOVEMBER 5, 1991

WHEREAS, City of Perrysburg, Ohio, Codified Ordinances §267.03-1 establishes "Compensation for Advanced Study" for employees of the City; and,

WHEREAS, the City has reviewed this section of the Code and has determined that it is appropriate to repeal Codified Ordinance §267.03-1 as obsolete; and,

WHEREAS, the Personnel Committee considered this legislation at its meeting on May 28, 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 §267.03-1, which currently reads as follows is hereby repealed:

267.03-1 COMPENSATION FOR ADVANCED STUDY.

(a) All full-time employees of the City, excluding employees for whom the position requires special courses or degrees, who have completed their probationary periods of employment with the City, shall, during their employment, be entitled to an additional annual compensation at the rate of fifty dollars (\$50.00) for each fifteen quarter credit hours, or equivalent semester hours, of course study in curricula taught in institutions above the secondary school level, if such advanced study program is:

(1) Certified by the institution of higher learning as having been satisfactorily completed;

(2) Completed in the general study areas that would enhance the employee's performance of his or her assigned duties and applicable to the employee's position; and

(3) Approved in writing by the Director of Public Service-Safety as meeting the requirements of this section prior to the enrollment of the employee.

(b) This section shall not apply to any advanced study or training paid for in full or in part by the City.

(c) All full-time employees of the City who are presently receiving compensation pursuant to subsection (a) hereof, or any similar previous ordinance of the City, shall continue to receive the amount presently being paid.

(d) 267.03-1 was formerly 266.33 of the Code.
(Ord. 106-91. Passed 11-5-91.)

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 43-2024

AN ORDINANCE REPEALING CODIFIED ORDINANCES §267.01-3 “VOLUNTEER FIRE PERSONNEL COMPENSATION” OF THE CITY OF PERRYSBURG CODIFIED ORDINANCES PREVIOUSLY ENACTED BY ORDINANCE 7-2015 AND PASSED ON FEBRUARY 3, 2015

WHEREAS, City of Perrysburg, Ohio, Codified Ordinances §267.01-3 establishes "Volunteer Fire Personnel Compensation" for the Perrysburg Fire Division; and,

WHEREAS, the City of Perrysburg no longer utilizes volunteer fire personnel and therefore it is appropriate to repeal Codified Ordinance §267.01-3 as obsolete; and,

WHEREAS, the Personnel Committee considered this legislation at its meeting on May 28, 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 §267.01-3, which currently reads as follows is hereby repealed:

267.01-3 VOLUNTEER FIRE PERSONNEL COMPENSATION.

(a) Effective January 1, 2015, each volunteer in the Fire Division who responds to a fire call, emergency medical call, fire training drill or emergency medical training service drill shall receive compensation according to his or her position as follows:

- (1) Each Piker shall receive eighteen dollars and twenty-two cents (\$18.22) for the first two hours or fraction thereof, and nine dollars and eleven cents (\$9.11) for each additional hour;
- (2) Each Firefighter shall receive twenty-one dollars and ninety-four cents (\$21.94) for the first two hours or fraction thereof, and ten dollars and ninety-seven cents (\$10.97) for each additional hour;
- (3) Each firefighter First Class shall receive twenty-five dollars and eighty cents (\$25.80) for the first two hours or fraction thereof, and twelve dollars and ninety cents (\$12.90) for each additional hour;
- (4) Each Lieutenant shall receive twenty-six dollars and fifty-six cents (\$26.56) for the first two hours or fraction thereof, and thirteen dollars and twenty-eight cents (\$13.28) for each additional hour;

- (5) Each Captain shall receive twenty-seven dollars and thirty-two cents (\$27.32) for the first two hours or fraction thereof, and thirteen dollars and sixty-six cents (\$13.66) for each additional hour;
- (6) Each such volunteer who is also an Emergency Medical Technician-Basic shall receive an additional twenty-five cents (\$0.25) for each hour;
- (7) Each such volunteer who is also an Emergency Medical Technician-Intermediate shall receive an additional fifty cents (\$0.50) for each hour; and
- (8) Each such volunteer who is also an Emergency Medical Technician-Paramedic shall receive an additional seventy-five cents (\$0.75) for each hour.

(b) With respect to the compensation set forth in this section, a volunteer arriving ten or more minutes after the start of a run shall be paid at the appropriate rate in quarter hour increments. If a volunteer leaves before the termination of a run, such person shall receive the appropriate only for the actual time he or she spent on the call.

(Ord. 7-2015. Passed 2-3-15.)

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: Ordinance 32-2024 and 33-2024

DATE: April 30, 2024



Subject Matter/Background

Ordinances updating the Codified Ordinances to reflect the sewer rates for this year through 2026. These rates have been determined based on a study done jointly by the City and NewGen Strategies and Solutions.

These Ordinances will also remove historical information such as previous years' rates

Financial Review

This legislation will have no financial impact on the City.

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

First Reading – 5/7/2024

Second Reading – 5/21/2024

Third Reading and Vote – 6/4/2024

ORDINANCE 32-2024

AN ORDINANCE AMENDING CODIFIED ORDINANCE §1050.01 “RATE OF CHARGES FOR SEWER INSIDE AND OUTSIDE THE CITY”

WHEREAS, City Council for the City of Perrysburg, Ohio, has determined that the sewer rates need to be adjusted to reflect additional service costs and revenue needs; and,

WHEREAS, the City engaged NewGen Strategies & Solutions to conduct a water and sewer rate study to set the applicable rates, and

WHEREAS, the water and sewer rate study suggested changing the rates applicable inside and outside the City, as stated more specifically below; and,

WHEREAS, the Public Utilities Committee considered this legislation at its meeting on April 24, 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 §1050.01, which currently reads as:

1050.01 RATE OF CHARGES FOR SEWER INSIDE AND OUTSIDE THE CITY.

To provide necessary funds for the operation and maintenance of the City's sanitary sewer system, the following sewer rental and other charges per billing month are established and levied on affected real property located inside and outside the City, based on the volume of water supplied by the City, or otherwise, to the real property during each billing month for water service, subject to the provisions of this Chapter:

- (a) This Section shall have no application to industrial wastes controlled by Chapter [1052](#), except to the extent that this Section is referred to in Section [1052.05](#).
- (b) Commercial wastes are subject to pretreatment and/or charges as required by the Environmental Protection Agency or the City. Septic truck haulers, who discharge waste either from tanks, trucks or directly into a manhole from septic tanks, shall be charged a fee at existing outside rates.
- (c) Effective for bills with billing dates on or after February 1, 2022.
 - (1) From 0 to 300 cubic feet: \$20.86 (inside the City) and \$26.07 (outside the

- City), which shall be a minimum charge per billing month.
- (2) Over 300 cubic feet: an additional charge at the rate of \$69.51 (inside the City) and \$86.89 (outside the City) per 1000 cubic feet, or part thereof.
 - (3) In cases where two water meters are installed, one of which is used exclusively to measure water used in lawn sprinkling systems and/or for filling swimming pools, which water is not discharged into the sanitary sewer system, the minimum charge shall be \$29.80 (inside the City) and \$37.24 (outside the City) and the rate per 1,000 cubic feet in excess of the first 300 cubic feet shall be \$99.31 (inside the City) and \$124.14 (outside the City). No sewer rental charge shall be assessed for water service used in the sprinkler system or in filling swimming pools.
- (d) Effective for bills with billing dates on or after January 1, 2023.
- (1) From 0 to 300 cubic feet: \$21.28 (inside the City) and \$26.59 (outside the City), which shall be a minimum charge per billing month.
 - (2) Over 300 cubic feet: an additional charge at the rate of \$70.90 (inside the City) and \$88.63 (outside the City) per 1000 cubic feet, or part thereof.
 - (3) In cases where two water meters are installed, one of which is used exclusively to measure water used in lawn sprinkling systems and/or for filling swimming pools, which water is not discharged into the sanitary sewer system, the minimum charge shall be \$30.39 (inside the City) and \$37.99 (outside the City) and the rate per 1,000 cubic feet in excess of the first 300 cubic feet shall be \$101.30 (inside the City) and \$126.63 (outside the City). No sewer rental charge shall be assessed for water service used in the sprinkler system or in filling swimming pools.
- (e) Effective for bills with billing dates on or after January 1, 2024.
- (1) From 0 to 300 cubic feet: \$21.70 (inside the City) and \$27.12 (outside the City), which shall be a minimum charge per billing month.
 - (2) Over 300 cubic feet: an additional charge at the rate of \$72.32 (inside the City) and \$90.40 (outside the City) per 1000 cubic feet, or part thereof.
 - (3) In cases where two water meters are installed, one of which is used exclusively to measure water used in lawn sprinkling systems and/or for filling swimming pools, which water is not discharged into the sanitary sewer system, the minimum charge shall be \$31.00 (inside the City) and \$38.75 (outside the City) and the rate per 1,000 cubic feet in excess of the first 300 cubic feet shall be \$103.33 (inside the City) and \$129.16 (outside the City). No sewer rental charge shall be assessed for water service used in the sprinkler system or in filling swimming pools.
- (f) Effective for bills with billing dates on or after January 1, 2025.
- (1) From 0 to 300 cubic feet: \$22.14 (inside the City) and \$27.67 (outside the

- City), which shall be a minimum charge per billing month.
- (2) Over 300 cubic feet: an additional charge at the rate of \$73.77 (inside the City) and \$92.22 (outside the City) per 1000 cubic feet, or part thereof.
 - (3) In cases where two water meters are installed, one of which is used exclusively to measure water used in lawn sprinkling systems and/or for filling swimming pools, which water is not discharged into the sanitary sewer system, the minimum charge shall be \$31.62 (inside the City) and \$39.53 (outside the City) and the rate per 1,000 cubic feet in excess of the first 300 cubic feet shall be \$105.40 (inside the City) and \$131.75 (outside the City). No sewer rental charge shall be assessed for water service used in the sprinkler system or in filling swimming pools.
- (g) A credit of \$2.30 per 1000 cubic feet, or part thereof, will be given to inside City customers who also incur charges from the Northwestern Water and Sewer District.

(Ord. 71-2021. Passed 12-7-21.)

is hereby amended and revised to read:

1050.01 RATE OF CHARGES FOR SEWER INSIDE AND OUTSIDE THE CITY.

To provide necessary funds for the operation and maintenance of the City's sanitary sewer system, the following sewer rental and other charges per billing month are established and levied on affected real property located inside and outside the City, based on the volume of water supplied by the City, or otherwise, to the real property during each billing month for water service, subject to the provisions of this Chapter:

- (a) This Section shall have no application to industrial wastes controlled by Chapter 1052, except to the extent that this Section is referred to in Section 1052.05.
- (b) Commercial wastes are subject to pretreatment and/or charges as required by the Environmental Protection Agency or the City. Septic truck haulers, who discharge waste either from tanks, trucks or directly into a manhole from septic tanks, shall be charged a fee at existing outside rates.
- (c) Effective for bills with billing dates on or after January 1, 2024.
 - (1) From 0 to 300 cubic feet: \$21.70 (inside the City) and \$27.12 (outside the City), which shall be a minimum charge per billing month.
 - (2) Over 300 cubic feet: an additional charge at the rate of \$72.32 (inside the City) and \$90.40 (outside the City) per 1000 cubic feet, or part thereof.
 - (3) In cases where two water meters are installed, one of which is used

exclusively to measure water used in lawn sprinkling systems and/or for filling swimming pools, which water is not discharged into the sanitary sewer system, the minimum charge shall be \$31.00 (inside the City) and \$38.75 (outside the City) and the rate per 1,000 cubic feet in excess of the first 300 cubic feet shall be \$103.33 (inside the City) and \$129.16 (outside the City). No sewer rental charge shall be assessed for water service used in the sprinkler system or in filling swimming pools.

(d) Effective for bills with billing dates on or after August 1, 2024.

(1) From 0 to 300 cubic feet: \$23.01 (inside the City) and \$28.75 (outside the City), which shall be a minimum charge per billing month.

(2) Over 300 cubic feet: an additional charge at the rate of \$76.66 (inside the City) and \$95.83 (outside the City) per 1000 cubic feet, or part thereof.

(3) In cases where two water meters are installed, one of which is used exclusively to measure water used in lawn sprinkling systems and/or for filling swimming pools, which water is not discharged into the sanitary sewer system, the minimum charge shall be \$32.86 (inside the City) and \$41.08 (outside the City) and the rate per 1,000 cubic feet in excess of the first 300 cubic feet shall be \$109.53 (inside the City) and \$136.92 (outside the City). No sewer rental charge shall be assessed for water service used in the sprinkler system or in filling swimming pools.

(e) Effective for bills with billing dates on or after January 1, 2025.

(1) From 0 to 300 cubic feet: \$24.39 (inside the City) and \$30.48 (outside the City), which shall be a minimum charge per billing month.

(2) Over 300 cubic feet: an additional charge at the rate of \$81.26 (inside the City) and \$101.58 (outside the City) per 1000 cubic feet, or part thereof.

(3) In cases where two water meters are installed, one of which is used exclusively to measure water used in lawn sprinkling systems and/or for filling swimming pools, which water is not discharged into the sanitary sewer system, the minimum charge shall be \$34.83 (inside the City) and \$43.54 (outside the City) and the rate per 1,000 cubic feet in excess of the first 300 cubic feet shall be \$116.10 (inside the City) and \$145.13 (outside the City). No sewer rental charge shall be assessed for water service used in the sprinkler system or in filling swimming pools.

(f) Effective for bills with billing dates on or after January 1, 2026.

(1) From 0 to 300 cubic feet: \$25.85 (inside the City) and \$32.31 (outside the City), which shall be a minimum charge per billing month.

(2) Over 300 cubic feet: an additional charge at the rate of \$86.14 (inside the City) and \$107.68 (outside the City) per 1000 cubic feet, or part thereof.

(3) In cases where two water meters are installed, one of which is used

exclusively to measure water used in lawn sprinkling systems and/or for filling swimming pools, which water is not discharged into the sanitary sewer system, the minimum charge shall be \$36.92 (inside the City) and \$46.15 (outside the City) and the rate per 1,000 cubic feet in excess of the first 300 cubic feet shall be \$123.07 (inside the City) and \$153.84 (outside the City). No sewer rental charge shall be assessed for water service used in the sprinkler system or in filling swimming pools.

- (g) A credit of \$2.58 per 1000 cubic feet, or part thereof, will be given to inside City customers who also incur charges from the Northwestern Water and Sewer District.

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 33-2024

AN ORDINANCE AMENDING CODIFIED ORDINANCE §1050.015 “INSIDE CITY COLLECTION RATES FOR SEWER”

WHEREAS, City Council for the City of Perrysburg, Ohio, has determined that the sewer rates need to be adjusted to reflect additional service costs and revenue needs; and,

WHEREAS, the City engaged NewGen Strategies & Solutions to conduct a water and sewer rate study to set the applicable rates, and

WHEREAS, the water and sewer rate study suggested changing the rates applicable inside and outside the City, as stated more specifically below; and,

WHEREAS, the Public Utilities Committee considered this legislation at its meeting on April 24, 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 §1050.01, which currently reads as:

1050.015 INSIDE CITY COLLECTION RATES FOR SEWER.

To provide necessary funds for the operation and maintenance of the City's sanitary sewer system where the City provides no treatment, the following charges per billing month are established and levied on affected real property inside the City, subject to the provisions of this Chapter. The charges are based on the volume of water supplied by the City of Perrysburg as follows:

- (a) Effective for bills with billing dates on or after February 1, 2022.
 - (1) From 0 to 300 cubic feet: \$4.75, which shall be a minimum charge per billing month;
 - (2) Over 300 cubic feet: an additional charge at the rate of \$15.83 per 1000 cubic feet, or part thereof.
 - (3) In cases where two water meters are installed, one of which is used exclusively to measure water used in lawn sprinkling systems and/or for filling swimming pools, which water is not discharged into the sanitary sewer system, the minimum charge shall be \$6.78 and the rate per 1,000 cubic feet in excess of the first 300 cubic feet shall be \$22.61. No

collection charge shall be assessed for water service used in the sprinkler system or in filling swimming pools.

(b) Effective for bills with billing dates on or after January 1, 2023.

- (1) From 0 to 300 cubic feet: \$4.85, which shall be a minimum charge per billing month;
- (2) Over 300 cubic feet: an additional charge at the rate of \$16.15 per 1000 cubic feet, or part thereof.
- (3) In cases where two water meters are installed, one of which is used exclusively to measure water used in lawn sprinkling systems and/or for filling swimming pools, which water is not discharged into the sanitary sewer system, the minimum charge shall be \$6.92 and the rate per 1,000 cubic feet in excess of the first 300 cubic feet shall be \$23.07. No collection charge shall be assessed for water service used in the sprinkler system or in filling swimming pools.

(c) Effective for bills with billing dates on or after January 1, 2024.

- (1) From 0 to 300 cubic feet: \$4.95, which shall be a minimum charge per billing month;
- (2) Over 300 cubic feet: an additional charge at the rate of \$16.47 per 1000 cubic feet, or part thereof.
- (3) In cases where two water meters are installed, one of which is used exclusively to measure water used in lawn sprinkling systems and/or for filling swimming pools, which water is not discharged into the sanitary sewer system, the minimum charge shall be \$7.06 and the rate per 1,000 cubic feet in excess of the first 300 cubic feet shall be \$23.53. No collection charge shall be assessed for water service used in the sprinkler system or in filling swimming pools.

(d) Effective for bills with billing dates on or after January 1, 2025.

- (1) From 0 to 300 cubic feet: \$5.04, which shall be a minimum charge per billing month;
- (2) Over 300 cubic feet: an additional charge at the rate of \$16.80 per 1000 cubic feet, or part thereof.
- (3) In cases where two water meters are installed, one of which is used exclusively to measure water used in lawn sprinkling systems and/or for filling swimming pools, which water is not discharged into the sanitary sewer system, the minimum charge shall be \$7.20 and the rate per 1,000 cubic feet in excess of the first 300 cubic feet shall be \$24.00. No collection charge shall be assessed for water service used in the sprinkler system or in filling swimming pools.

(Ord. 71-2021. Passed 12-7-21.)

is hereby amended and revised to read:

1050.015 INSIDE CITY COLLECTION RATES FOR SEWER WITH NO CITY TREATMENT.

To provide necessary funds for the operation and maintenance of the City's sanitary sewer system where the City provides no treatment, the following charges per billing month are established and levied on affected real property inside the City, subject to the provisions of this Chapter. The charges are based on the volume of water supplied by the City of Perrysburg as follows:

- (a) Effective for bills with billing dates on or after January 1, 2024.
 - (1) From 0 to 300 cubic feet: \$4.95, which shall be a minimum charge per billing month;
 - (2) Over 300 cubic feet: an additional charge at the rate of \$16.47 per 1000 cubic feet, or part thereof.
 - (3) In cases where two water meters are installed, one of which is used exclusively to measure water used in lawn sprinkling systems and/or for filling swimming pools, which water is not discharged into the sanitary sewer system, the minimum charge shall be \$7.06 and the rate per 1,000 cubic feet in excess of the first 300 cubic feet shall be \$23.53. No collection charge shall be assessed for water service used in the sprinkler system or in filling swimming pools.
- (b) Effective for bills with billing dates on or after August 1, 2024.
 - (1) From 0 to 300 cubic feet: \$5.24, which shall be a minimum charge per billing month;
 - (2) Over 300 cubic feet: an additional charge at the rate of \$17.46 per 1000 cubic feet, or part thereof.
 - (3) In cases where two water meters are installed, one of which is used exclusively to measure water used in lawn sprinkling systems and/or for filling swimming pools, which water is not discharged into the sanitary sewer system, the minimum charge shall be \$7.48 and the rate per 1,000 cubic feet in excess of the first 300 cubic feet shall be \$24.94. No collection charge shall be assessed for water service used in the sprinkler system or in filling swimming pools.
- (c) Effective for bills with billing dates on or after January 1, 2025.
 - (1) From 0 to 300 cubic feet: \$5.56, which shall be a minimum charge per billing month;
 - (2) Over 300 cubic feet: an additional charge at the rate of \$18.51 per 1000 cubic feet, or part thereof.
 - (3) In cases where two water meters are installed, one of which is used exclusively to measure water used in lawn sprinkling systems and/or for filling swimming pools, which water is not discharged into the sanitary sewer system, the minimum charge shall be \$7.93 and the rate per 1,000

cubic feet in excess of the first 300 cubic feet shall be \$26.44. No collection charge shall be assessed for water service used in the sprinkler system or in filling swimming pools.

(d) Effective for bills with billing dates on or after January 1, 2026.

- (1) From 0 to 300 cubic feet: \$5.89, which shall be a minimum charge per billing month;
- (2) Over 300 cubic feet: an additional charge at the rate of \$19.62 per 1000 cubic feet, or part thereof.
- (3) In cases where two water meters are installed, one of which is used exclusively to measure water used in lawn sprinkling systems and/or for filling swimming pools, which water is not discharged into the sanitary sewer system, the minimum charge shall be \$8.41 and the rate per 1,000 cubic feet in excess of the first 300 cubic feet shall be \$28.03. No collection charge shall be assessed for water service used in the sprinkler system or in filling swimming pools.

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: Ordinance 34-2024

DATE: April 30, 2024



Subject Matter/Background

An Ordinance updating the Codified ordinance 1060.02 to reflect the water rates for this year through 2026. These rates have been determined based on a study done jointly by the City and NewGen Strategies and Solutions.

Additionally, this Ordinance will remove historical information such as previous years' rates.

Financial Review

This legislation will have no financial impact on the City.

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

First Reading – 5/7/2024

Second Reading – 5/21/2024

Third Reading and Vote – 6/4/2024

ORDINANCE 34-2024

AN ORDINANCE AMENDING CODIFIED ORDINANCE §1060.02 “RATE OF CHARGES FOR WATER INSIDE AND OUTSIDE THE CITY”

WHEREAS, City Council for the City of Perrysburg, Ohio, has determined that the water rates need to be adjusted for the next four years to reflect additional service costs and revenue needs; and,

WHEREAS, the City engaged NewGen Strategies & Solutions to conduct a water and sewer rate study to set the applicable rates, and

WHEREAS, the water and sewer rate study suggested changing the rates applicable inside and outside the City, as stated more specifically below; and,

WHEREAS, the Public Utilities Committee considered this legislation at its meeting on April 24, 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 §1060.02, which currently reads as:

1060.02 RATE OF CHARGES FOR WATER INSIDE AND OUTSIDE THE CITY.

To provide funds necessary for the operation and maintenance of the city water system, the following charges per billing month are established and levied on affected real property in the City, subject to the provisions of this Chapter.

- (a) Effective for bills with billing dates on or after February 1, 2022.
 - (1) From 0 to 300 cubic feet: \$21.88 (inside the City) and \$25.16 (outside the City), which shall be a minimum charge per billing month;
 - (2) Over 300 cubic feet: an additional charge at the rate of \$72.93 (inside the City) and \$83.87 (outside the City) per 1000 cubic feet, or part thereof.
- (b) Effective for bills with billing dates on or after January 1, 2023.
 - (1) From 0 to 300 cubic feet: \$23.63 (inside the City) and \$27.17 (outside the City), which shall be a minimum charge per billing month.
 - (2) Over 300 cubic feet: an additional charge at the rate of \$78.76 (inside the City) and \$90.57 (outside the City) per 1000 cubic feet, or part thereof.

- (c) Effective for bills with billing dates on or after January 1, 2024.
 - (1) From 0 to 300 cubic feet: \$24.34 (inside the City) and \$27.99 (outside the City), which shall be a minimum charge per billing month.
 - (2) Over 300 cubic feet: an additional charge at the rate of \$81.12 (inside the City) and \$93.29 (outside the City) per 1000 cubic feet, or part thereof.
- (d) Effective for bills with billing dates on or after January 1, 2025.
 - (1) From 0 to 300 cubic feet: \$25.07 (inside the City) and \$28.83 (outside the City), which shall be a minimum charge per billing month.
 - (2) Over 300 cubic feet: an additional charge at the rate of \$83.55 (inside the City) and \$96.08 (outside the City) per 1000 cubic feet, or part thereof.

(Ord. 70-2021. Passed 12-7-21.)

is hereby amended and revised to read:

1060.02 RATE OF CHARGES FOR WATER INSIDE AND OUTSIDE THE CITY.

To provide funds necessary for the operation and maintenance of the city water system, the following charges per billing month are established and levied on affected real property in the City, subject to the provisions of this Chapter.

- (a) Effective for bills with billing dates on or after January 1, 2024.
 - (1) From 0 to 300 cubic feet: \$24.34 (inside the City) and \$27.99 (outside the City), which shall be a minimum charge per billing month.
 - (2) Over 300 cubic feet: an additional charge at the rate of \$81.12 (inside the City) and \$93.29 (outside the City) per 1000 cubic feet, or part thereof.
- (b) Effective for bills with billing dates on or after August 1, 2024.
 - (1) From 0 to 300 cubic feet: \$26.77 (inside the City) and \$30.79 (outside the City), which shall be a minimum charge per billing month.
 - (2) Over 300 cubic feet: an additional charge at the rate of \$89.23 (inside the City) and \$102.62 (outside the City) per 1000 cubic feet, or part thereof.
- (c) Effective for bills with billing dates on or after January 1, 2025.
 - (1) From 0 to 300 cubic feet: \$29.45 (inside the City) and \$33.87 (outside the City), which shall be a minimum charge per billing month.
 - (2) Over 300 cubic feet: an additional charge at the rate of \$98.15 (inside the City) and \$112.87 (outside the City) per 1000 cubic feet, or part thereof.
- (d) Effective for bills with billing dates on or after January 1, 2026.
 - (1) From 0 to 300 cubic feet: \$32.40 (inside the City) and \$37.25 (outside

the City), which shall be a minimum charge per billing month.
(2) Over 300 cubic feet: an additional charge at the rate of \$107.97 (inside the City) and \$124.17 (outside the City) per 1000 cubic feet, or part thereof.

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: Resolution 64-2024

DATE: May 30, 2024



Subject Matter/Background

The Department of Public Utilities has found it necessary to repair State Route 25 at Harbortown following a watermain break. The City considered two separate quotes for this necessary service and Bowers Asphalt and Paving, Inc. had the lowest and best quote at Thirty-Seven Thousand Three Hundred Seventy-Four Dollars and Zero Cents (\$37,374.00).

This Resolution authorizes the Mayor and Director of Finance to enter into an Agreement with Bowers Asphalt and Paving, Inc. for the repair State Route 25 at Harbortown in an amount not to exceed Thirty-Seven Thousand Three Hundred Seventy-Four Dollars and Zero Cents (\$37,374.00).

Financial Review

Account: 5401-61814-55700

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

RESOLUTION 64-2024

A RESOLUTION AUTHORIZING AN AGREEMENT WITH BOWERS ASPHALT AND PAVING, INC. IN AN AMOUNT NOT TO EXCEED THIRTY-SEVEN THOUSAND THREE HUNDRED SEVENTY-FOUR DOLLARS AND ZERO CENTS (\$37,374.00) FOR THE REPAIR OF STATE ROUTE 25; AND DECLARING AN EMERGENCY

WHEREAS, the Department of Public Utilities has found it necessary to repair State Route 25 at Harbortown following a watermain break; and,

WHEREAS, the City considered two separate quotes for this necessary service and Bowers Asphalt and Paving, Inc. had the lowest and best quote at Thirty-Seven Thousand Three Hundred Seventy-Four Dollars and Zero Cents (\$37,374.00); and,

WHEREAS, the Public Utilities Committee, at its meeting held May 29, 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 Council hereby authorizes the Mayor and Director of Finance to enter into an Agreement with Bowers Asphalt and Paving, Inc. for the repair State Route 25 at Harbortown in an amount not to exceed Thirty-Seven Thousand Three Hundred Seventy-Four Dollars and Zero Cents (\$37,374.00), as outlined in the quote attached hereto and incorporated herein as Exhibit A.

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

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

President of Council

Mayor

PASSED: _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR

Proposal

Bowers Asphalt and Paving, Inc.

6157 Walbridge Road

Walbridge, Ohio 43465

419-666-0516

419-666-6912 FAX

Proposal submitted to

Phone

Date

April 11, 2024

Mr. Brian Homer

Fax

City of Perrysburg

Email

11980 Roachton Road

Job Water break repair

Perrysburg, Ohio 43551

SR25 at Harbortown

Ref #	Item #	Item	Quantity	Unit	Unit price	Amount
		Asphalt (Full depth) (Blue area) - Pavement removal 13" below grade and remove from site, place 10" 301 asphalt concrete PG64-22, 2 courses of 1.75" 442 12.5mm	187	SY	\$ 112.00	\$ 20,944.00
		Asphalt (Resurface area) (Orange area) - Mill existing asphalt 1.5" below grade and remove from site and 1.75" 442 12.5mm	105	SY	\$ 27.00	\$ 2,835.00
		Maintaining traffic/Mobilization	1	LS	\$ 9,000.00	\$ 9,000.00
		Bowers \$3,000				
		Griffin \$1,000				
		MOT \$ 5,000				
		Concrete curb, Type A	20	LF	\$ 85.00	\$ 1,700.00
		Curb ramp with ADA Tile	32	SF	\$ 60.00	\$ 1,920.00
644		Stop bar	35	LF	\$ 10.00	\$ 350.00
644		Lane arrow	1	EA	\$ 125.00	\$ 125.00
644		Channel line	80	LF	\$ 3.00	\$ 240.00
644		6" Edge line	80	LF	\$ 2.00	\$ 160.00
644		6" Lane line	0.1	MI	\$ 1,000.00	\$ 100.00
TOTAL						\$ 37,374.00

We Propose hereby to furnish material and labor - complete in accordance with above specifications and sum(s) above. Payment to be made by monthly invoice or when job is completed.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will become an extra charge over and above the estimate.

Authorized
Signature

David Bowers

This proposal may be withdrawn by us with 30 days from proposal date.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of acceptance: _____

Signature _____

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Ords 44-46-2024

DATE: May 30, 2024



Subject Matter/Background

Perrysburg Code Section §1295.07 accepts streets, signs and infrastructure of completed plats within the City. Once a developer completes a plat within the City, all infrastructure is inspected by the Department of Public Service, City Engineer, and the Department of Public Utilities to confirm that construction was completed to City specifications. Following a successful review, the City must accept the plat, including streets and infrastructure. These Ordinances identify the plats, streets, and infrastructure found in Hawthorne Plat 8, Riverford Plat 11, and Sanctuary in the Woods Plat 5 that have reached that stage.

Financial Review

There is no direct financial implication to this legislation.

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

If City Council is in agreement, a motion to waive the rules, waive the three readings and pass the legislation as an emergency measure is appropriate, in order to avoid any confusion regarding rights, duties, and obligations with respect to the subject infrastructure.

ORDINANCE 44-2024

ACCEPTING STREETS, ALLEYS, AND GREEN SPACE PER CODIFIED ORDINANCE §1295.07 (HAWTHORNE PLAT 8); AND DECLARING AN EMERGENCY

WHEREAS, Codified Ordinance §1295.07 requires that dedication of certain improvements within subdivisions be accepted by ordinance; and

WHEREAS, the streets, alleys, green spaces, and other improvements in various subdivisions, as summarized on Exhibit A, (Hawthorne Plat 8) have been completed to the satisfaction of the City of Perrysburg, Ohio, and such improvements have been offered for dedication and now should be accepted and dedicated; and

WHEREAS, the value of the property includes but is not limited to:

Sanitary	2,485 linear feet	\$283,500.00
Water	1,579 linear feet	\$96,550.00
Roadway	1,543 linear feet	\$220,000.00
Storm	4,352 linear feet	\$352,700.00

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

SECTION 1. In conformity with Codified Ordinance §1295.07 and all otherwise applicable law, the City of Perrysburg, Ohio, hereby accepts for dedication the streets, alleys, green spaces, and other improvements of the subdivisions listed on Exhibit A, (Hawthorne Plat 8) which is attached hereto and incorporated as if fully restated herein.

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

SECTION 3. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of the citizens of the City of Perrysburg, Wood County, Ohio, in order to avoid any confusion regarding rights, duties, and obligations with respect to the subject infrastructure, 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

Hawthorne Plat Eight

PART OF THE SOUTHWEST 1/4, SECTION 13, TOWN ONE, UNITED STATES RESERVE OF THE TWELVE MILE SQUARE AT THE FOOT OF THE RAPIDS OF THE MIAMI OF LAKE ERIE, IN THE CITY OF PERRYSBURG, WOOD COUNTY, OHIO

OFFSITE TEMPORARY DRAINAGE OUTLET DITCH NOTE:

The developer and future owners of all lots and unplatted parcels served and benefited by the offsite Temporary Drainage Outlet Ditch shall be jointly and severally responsible for the maintenance of said ditch. This will include but not be limited to the storm water discharge line into the ditch, depth, leakage, water quality, rip rap, mowing, flora and fauna or any other condition that is detrimental to the proper operation of the drainage system, that creates a nuisance or that negatively affects the visual appearance of the area. In the event that the developer and future owners of the properties served and benefited by the offsite Temporary drainage outlet ditch pond do not adequately maintain the above mentioned drainage facilities, the benefited owners may jointly or severally cause the offending condition to be abated and the cost of such abatement to be charged to the served and benefited property owners. Unpaid charges may be certified as a lien against the served and benefited lots and unplatted parcels. The developer shall cause this restrictive language to be placed on all conveyances, deeds, purchase contracts, drawings, easements and all other documents to insure this responsibility is met in perpetuity.

SIDEWALK NOTE:

The owner of each lot shall provide five (5) foot sidewalks along all street frontage within the subdivision where required. The sidewalks will be four (4) inches in depth except at drives where six (6) inch depth will be provided for the full width of the drive. It is the duty of each lot owner, at his/her own expense, to keep and maintain the sidewalks adjacent to his/her lot in a good and sufficient manner and to clear the aforesaid sidewalk of snow, ice, dirt and any other debris within thirty (30) hours after such deposit, and the owner shall indemnify and hold the City of Perrysburg and Wood County harmless from any liability to any person for his/her neglect, failure or refusal in performing such duty.

PLAT NOTE:

Any above ground improvements within the 12' Utility & Toledo Edison Easement (U.T.E.), such as utility pedestals, are subject to the prior written approval of Owner, or its assigns.

Alteration of established drainage flow by other than maintaining authority is prohibited.

COMMON LOT AND STORM WATER DETENTION POND NOTE:

Any and all Common Lots within this plat and future plats of Hawthorne, including the offsite storm water detention pond and discharge line to the Fort Meigs Road ditch, shall be the responsibility of a homeowner's association whose membership includes the owners of all lots within this plat and future plats of Hawthorne. The responsibility of maintenance and property tax liability shall be deferred to the homeowner's association. In the event the homeowner's association fails in the responsibility, the responsibility shall revert to the owners of all lots within this plat and previous and future plats of Hawthorne who shall jointly and proportionately own and be responsible for the maintenance and property tax liability.

OWNERS CERTIFICATION:

We, the undersigned, owners of the property hereon described, do hereby adopt this subdivision into lots as shown, establish setback lines as shown, and dedicate to the City of Perrysburg for public use the streets and rights-of-way as shown, and we do further grant to the City of Perrysburg easements as shown hereon and designated as utility easements and drainage easements for the purpose of permitting the construction, installation, relocation or maintenance of public or quasi-public utility facilities thereon. Said dedication of rights-of-way and granting of easements shall include the conveyance of all water, sanitary sewer and storm sewer facilities located therein. Maintenance shall include the right to remove any structures, branches or other growth or obstructions of any kind that might interfere with the construction, maintenance, or safe operation of utility lines or drainage facilities. We further certify that we will improve this subdivision with the following improvements: water, sanitary sewer, storm sewer, sidewalks, street signs, street lights and pavement as shown on plans on file with the City of Perrysburg.

IN WITNESS WHEREOF, the undersigned has caused this Plat to be executed on its behalf by its duly authorized representatives this 28th day of JULY, 2023

WITNESSES:

LOUISVILLE TITLE AGENCY FOR NW OHIO, INC., TRUSTEE

Sharon M. Turner
SHARON M. TURNER

John W. Martin
John W. Martin, CEO

Jina M. Dwyer
Jina M. Dwyer

James M. Lindsay
James M. Lindsay, President

STATE OF OHIO }
COUNTY OF LUCAS } SS

On this 21st day of JULY, 2023 before me appeared LOUISVILLE TITLE AGENCY FOR NW OHIO, INC., TRUSTEE by JOHN W. MARTIN, CEO and JAMES M. LINDSAY, PRESIDENT, and acknowledged the signing of this plat to be of their free act and deed for the purpose hereon mentioned. Witness my hand and seal the day and year written above.



Sharon M. Turner
Notary Public, State of Ohio

My commission expires on 10-26-25
Recorded in LUCAS County



SHARON MARIE TURNER
Notary Public
State of Ohio
My Comm. Expires
October 26, 2025

SURVEYORS CERTIFICATE:

We hereby certify that during October 2021 we surveyed the property, hereon described, subdividing the same into lots numbered 182 to 212, both inclusive, and Common Lot G, Buffer Lots K and L. Distances are given in feet and decimal parts thereof. Concrete monuments marked thus , will be set at each change in direction of the boundary of the plat. Iron rebar will be set at all points marked thus . The same type of monument, which conform to the Ohio Department of Transportation, Division of Highways, Standard Construction Drawing RM-1.1 and marked thus , are to be set after the street improvements have been made.

FELLER, FINCH & ASSOCIATES, INC.

D. Edward Thornton
D. Edward Thornton
Professional Surveyor No. 7827

7-27-2023
Date



OFFICE OF THE MUNICIPAL PLANNING COMMISSION OF PERRYSBURG:

This plat is approved by the Municipal Planning Commission of Perrysburg, Ohio, on this 14th day of August, 2023.

John Wellstein
Chairperson

OFFICE OF THE WOOD COUNTY RECORDER:

Fees - 259.20

This plat was filed for record this 24 day of August, 2023 at 2:58 P.M. o'clock. Recorded in Volume , Page(s) , Book of Plats. Instrument # 202308493

James P. Matuszak
Wood County Recorder

OFFICE OF THE WOOD COUNTY AUDITOR:

This plat has been submitted for appraisalment this 18th of August, 2023.

Matthew Oestreich
Matthew Oestreich
Wood County Auditor

OFFICE OF THE PUBLIC SERVICE DIRECTOR, PERRYSBURG, OHIO:

This plat is approved by the Public Service Director of Perrysburg, Ohio, on this 16th day of August, 2023.

Rob Ross
Rob Ross
Public Service Director, City of Perrysburg

Hawthorne Plat Eight

PART OF THE SOUTHWEST 1/4, SECTION 13, TOWN ONE, UNITED STATES RESERVE OF THE TWELVE MILE SQUARE AT THE FOOT OF THE RAPIDS OF THE MIAMI OF LAKE ERIE, IN THE CITY OF PERRYSBURG, WOOD COUNTY, OHIO

TOLEDO EDISON UNDERGROUND UTILITY EASEMENT:

Hawthorne DEV, Inc., owner of the hereon platted land, do hereby grant unto The Toledo Edison Company, their successors and assigns (hereinafter referred to as the grantee) a non-exclusive, permanent right-of-way and easement twelve (12) feet in width under, over and through all lots and all land shown hereon; said easement being described as parallel with and contiguous to all street lines to construct, place, operate, maintain, repair, reconstruct and relocate such underground electric cables, ducts, conduits, surface or below ground mounted transformers and pedestals, concrete pads and other facilities as are deemed necessary or convenient by the Grantees for distributing and transmitting electricity, for public and private use of such locations as Grantees may determine, upon, within and across the easement premises. Said easement rights shall include the right, without liability therefore to remove trees and landscaping including lawns within said easement premise which may interfere with the installation, maintenance, repair, or operation of electric current and with the right of access, ingress and egress to and from any of the within described premises for exercising any of the purposes of this right-of-way and easement grant. All lots and all lands shall be restricted to underground utility service.

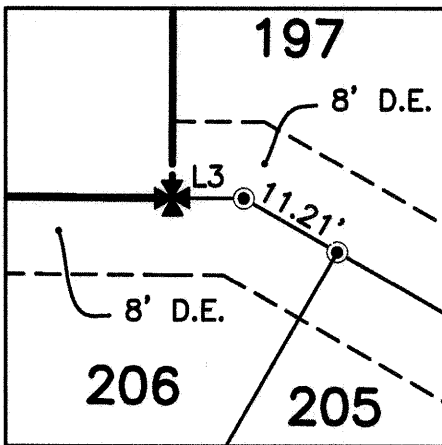
PLAT NOTES

Any above ground improvements within the 12' Utility & Toledo Edison Easement (U.T.E.), such as utility pedestals, are subject to the prior written approval of Owner, or its assigns.

LEGEND

- SET "X" IN 2" DIA. ALUMINUM DISC IN 6" DIA. CONCRETE MONUMENT INSCRIBED FELLER, FINCH & ASSOCIATES, INC.
- FOUND 6" DIA CONC. MONUMENT
- FOUND MAG SPIKE
- SET 1-1/2" DIA. IRON BAR IN 6" DIA. CONCRETE MONUMENT
- SET 5/8" DIA. IRON REBAR W/ PLASTIC CAP W/ "FELLER FINCH"
- FOUND IRON PIN

U.T.E. = UTILITY & TOLEDO EDISON EASEMENT
D.E. = DRAINAGE EASEMENT
D.U.E. = DRAINAGE & UTILITY EASEMENT
D.U.T.E. = DRAINAGE, UTILITY & TOLEDO EDISON EASEMENT
(R) = RADIAL
(NR) = NON-RADIAL
W.C.P.R. = WOOD COUNTY PLAT RECORDS
W.C.D.R. = WOOD COUNTY DEED RECORDS



DETAIL A

CURVE DATA					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	CENTRAL ANGLE
C1	8.00'	12.57'	11.31'	N 14°13'38" W	90°00'00"
C2	8.00'	12.57'	11.31'	N 75°46'22" E	90°00'00"
C3	125.00'	64.37'	63.67'	S 73°58'51" E	29°30'26"
C4	155.00'	62.91'	62.48'	S 70°51'17" E	23°15'18"
C5	155.00'	16.91'	16.91'	S 85°36'30" E	6°15'08"
C6	95.00'	7.71'	7.71'	N 86°24'37" W	4°38'54"
C7	95.00'	41.22'	40.90'	N 71°39'24" W	24°51'32"
C8	125.00'	65.06'	64.33'	N 15°51'44" E	29°49'16"
C9	155.00'	21.53'	21.52'	S 26°47'34" W	7°57'36"
C10	155.00'	59.14'	58.78'	S 11°52'56" W	21°51'40"
C11	95.00'	49.45'	48.89'	N 15°51'44" E	29°49'16"
C12	125.00'	195.66'	176.29'	N 43°53'29" W	89°41'10"
C13	155.00'	39.63'	39.52'	S 06°22'22" E	14°38'56"
C14	155.00'	61.59'	61.18'	S 25°04'50" E	22°45'58"
C15	155.00'	61.59'	61.18'	S 47°50'48" E	22°45'58"
C16	155.00'	61.59'	61.18'	S 70°36'46" E	22°45'58"
C17	155.00'	18.23'	18.22'	S 85°21'55" E	6°44'18"
C18	95.00'	148.71'	133.98'	N 43°53'29" W	89°41'10"
C19	155.00'	242.62'	218.60'	S 43°53'29" E	89°41'10"
C20	155.00'	80.67'	79.77'	S 15°51'44" W	29°49'16"
C21	155.00'	79.82'	78.95'	S 73°58'51" E	29°30'26"
C22	95.00'	48.93'	48.39'	N 73°58'51" W	29°30'26"

LINE DATA		
LINE	BEARING	DISTANCE
L1	S 30°46'22" W	13.69'
L2	S 59°13'38" E	9.03'
L3	S 88°44'04" E	7.48'
L4	N 26°31'20" E	45.09'
L5	N 05°05'39" E	76.77'
L6	N 30°46'22" E	17.35'
L7	S 30°46'22" W	25.00'
L8	S 00°57'06" W	26.00'

Instrument # 202308493
502.F

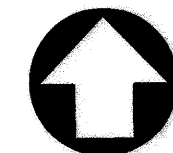
20' COLUMBIA
GAS ESMT
VOL. 676 PG 161

WEST R/W LINE,
BALTIMORE &
OHIO RAILROAD

TOTAL AREA
714,597 SQ. FT.
16.405 AC.±

SITE ZONING DATA

LOCATION: CITY OF PERRYSBURG
ZONING CLASSIFICATION: R-3
MINIMUM SETBACKS:
FRONT = 35'
SIDE = 8' MIN.
SUM OF SIDES = 20'
REAR = 35'



NORTH

SCALE: 1" = 50'



DEVELOPED BY:
HAWTHORNE REV, INC.
23285 WEST STATE ROUTE 51
GENOA, OH 43430

FellerFinch
& ASSOCIATES, INC.
Engineers - Surveyors
DATE: JAN 20, 2022

1683 Woodlands Drive, Maumee, Ohio 43537

Phone: (419) 893-3680

Fax: (419) 893-2982

www.fellerfinch.com

Hawthorne Plat Eight

PART OF THE SOUTHWEST 1/4, SECTION 13, TOWN ONE, UNITED STATES RESERVE OF THE TWELVE MILE SQUARE AT THE FOOT OF THE RAPIDS OF THE MIAMI OF LAKE ERIE, IN THE CITY OF PERRYSBURG, WOOD COUNTY, OHIO

1.A parcel of land being part of the Southwest quarter (1/4) of Section Thirteen (13), Town One (1), United Sates Reserve of the Twelve Mile Square at the Foot of the Rapids of the Miami of Lake Erie, in the City of Perrysburg, Wood County, Ohio, said parcel of land being bounded and descried as follows:

2.Commencing at the intersection of the West line of said Southwest quarter (1/4) of Section Thirteen (13) with the South line of said Southwest quarter (1/4) of Section Thirteen (13), said South line of the Southwest quarter (1/4) of Section Thirteen (13) being the centerline of Roachton Road, said point of intersection being marked with a found mag spike;

3.thence in an easterly direction, having a bearing of along the South line of said Southwest quarter (1/4) of Section Thirteen (13), said South line of the Southwest quarter (1/4) of Section Thirteen (13) being the centerline of Roachton Road, having a bearing of South eighty-nine (89) degrees, five (05) minutes, twenty-eight (28) seconds East, a distance of one thousand three hundred twenty-six and thirty-three thousandths (1,326.33') feet to the intersection of the West right-of-way line of the Baltimore and Ohio Railroad;

4.thence North thirty (30) degrees, forty-six (46) minutes, thirty-three (33) seconds East along the West right-of-way line of the Baltimore and Ohio Railroad, a distance of one thousand eight hundred eighty-eight and five thousandths (1,885.05') feet to the intersection of the North line of Hawthorne Plat Seven as recorded in Volume 24, Page 40-42 Wood County Plat Records, said point of intersection being marked with a found concrete monument, said point of intersection also being the Point of Beginning;

the following 5 courses follow on and along the North line of Hawthorne Plat Seven, as recorded in Volume 24, Page 40-42 Wood County Plat Records;

5.thence North fifty-nine (59) degrees, thirteen (13) minutes, thirty-eight (38) seconds West, a distance of two hundred eighty-five and nine hundredths (285.09') feet to the West Right of Way line of Barton Creek Drive, as shown as recorded in Hawthorne Plat Seven, as recorded in Volume 24, Page 40-42 Wood County Plat Records, said point of intersection being marked with a found concrete monument;

6.thence South thirty (30) degrees, forty-six (46) minutes, twenty-two (22) seconds West along the West Right of Way line of Barton Creek Drive, as shown in Hawthorne Plat Seven, as recorded in Volume 24, Page 40-42, Wood County Plat Records a distance of thirteen and sixty-nine hundredths (13.69') feet to the intersection at the North line of Hawthorne Plat Seven, as recorded in Volume 24, Page 40-42 Wood County Plat Records;

7.thence North fifty-nine (59) degrees, thirteen (13) minutes, thirty-eight (38) seconds West, a distance of two hundred sixty and zero hundredths (260.00') feet to an angle point in the North line of Hawthorne Plat Seven, as recorded in Volume 24, Page 40-42 Wood County Plat Records, said angle point being marked with a found concrete monument;

8.thence North sixty-three (63) degrees, forty-one (41) minutes, thirty-four (34) seconds West, a distance of sixty-seven and seventy-five hundredths (67.75') feet to an angle point in the North line of Hawthorne Plat Seven, as recorded in Volume 24, Page 40-42 Wood County Plat Records, said angle point being marked with a found concrete monument;

9.thence North eighty-eight (88) degrees, forty-four (44) minutes, four (04) seconds West, a distance of eighty and four hundredths (80.04') feet to the Northwest corner of Hawthorne Plat Seven, as recorded in Official Record Wood County Plat Records, said angle point being marked with a found concrete monument;

10.thence North one (01) degree, fifteen (15) minutes, fifty-six (56) seconds East along a line, a distance of two hundred fifteen and zero hundredths (215.00') feet to a point, said point being marked with a set concrete monument;

11.thence South eighty-eight (88) degrees, forty-four (44) minutes, four (04) seconds East along a line, a distance of forty-seven and zero hundredths (47.00') feet to a point, said point being marked with a set concrete monument;

12.thence North one (01) degree, fifteen (15) minutes, fifty-six (56) seconds East along a line, a distance of one hundred fifty-five and zero hundredths (155.00') feet to a point, said point being marked with a set concrete monument;

13.thence South eighty-eight (88) degrees, forty-four (44) minutes, four (04) seconds East along a line, a distance of two hundred twenty-five and zero hundredths (225.00') feet to a point, said point being marked with a set concrete monument;

14.thence North one (01) degree, fifteen (15) minutes, fifty-six (56) seconds East along a line, a distance of three hundred eighty-three and sixty hundredths (383.60') feet to the intersection of the South line of McKinley Woods Plat 3, as recorded in Volume 21, Page 599 Wood County Plat Records and also the South Line of McKinley Woods Plat 2 as Recorded in Volume 21, Page 598 Wood County Plat Records, and also the South Line of McKinley Woods Plats 1, as Recorded in Volume 21, Page 575 Wood County Plat Records also being the North line of the Southwest quarter (1/4) of Section Thirteen (13), passing through a set concrete monument at a distance of seven hundred twenty and ninety-three hundredths (720.93') feet, a total distance of seven hundred seventy and ninety-three hundredths (770.93') feet to the intersection of the East line of the Southwest quarter (1/4) of Section Thirteen (13), also being the centerline of Fort Meigs Road, said point of intersection being marked with a found PK nail;

15.thence South eighty-eight (88) degrees, forty-four (44) minutes, four (04) seconds East along the South line of McKinley Woods Plat 3, as recorded in Volume 21, Page 599 Wood County Plat Records and also the South Line of McKinley Woods Plat 2 as Recorded in Volume 21, Page 598 Wood County Plat Records, and also the South Line of McKinley Woods Plats 1, as Recorded in Volume 21, Page 575 Wood County Plat Records also being the North line of the Southwest quarter (1/4) of Section Thirteen (13), passing through a set concrete monument at a distance of seven hundred twenty and ninety-three hundredths (720.93') feet, a total distance of seven hundred seventy and ninety-three hundredths (770.93') feet to the intersection of the East line of the Southwest quarter (1/4) of Section Thirteen (13), also being the centerline of Fort Meigs Road, said point of intersection being marked with a found PK nail;

16.thence South zero (00) degrees, fifty-seven (57) minutes, six (06) seconds West along the East line of the Southwest quarter (1/4) of Section Thirteen (13), also being the centerline of Fort Meigs Road, a distance of two hundred ninety-three and thirty-one hundredths (293.31') feet to the intersection of the West right-of-way line of the Baltimore and Ohio Railroad;

17.thence South thirty (30) degrees, forty-six (46) minutes, thirty-three (33) seconds West along to the intersection of the West right-of-way line of the Baltimore and Ohio Railroad, passing through a set concrete monument at a distance of sixty and thirty-two hundredths (60.32') feet, a total distance of eight hundred fifty-six and sixty-eight hundredths (856.68') feet to the Point of Beginning

18.Said parcel of land containing an area of 714,597 square feet, 16.405 acres of land, more or less. Subject to legal highways.

The above-described parcel of land is subject to any and all leases, easements, and restrictions of record.

The above-described parcel of land consists of 714,597 square feet or 16.405 acres of land within Tax Parcel No. Q61-100-130000040000.

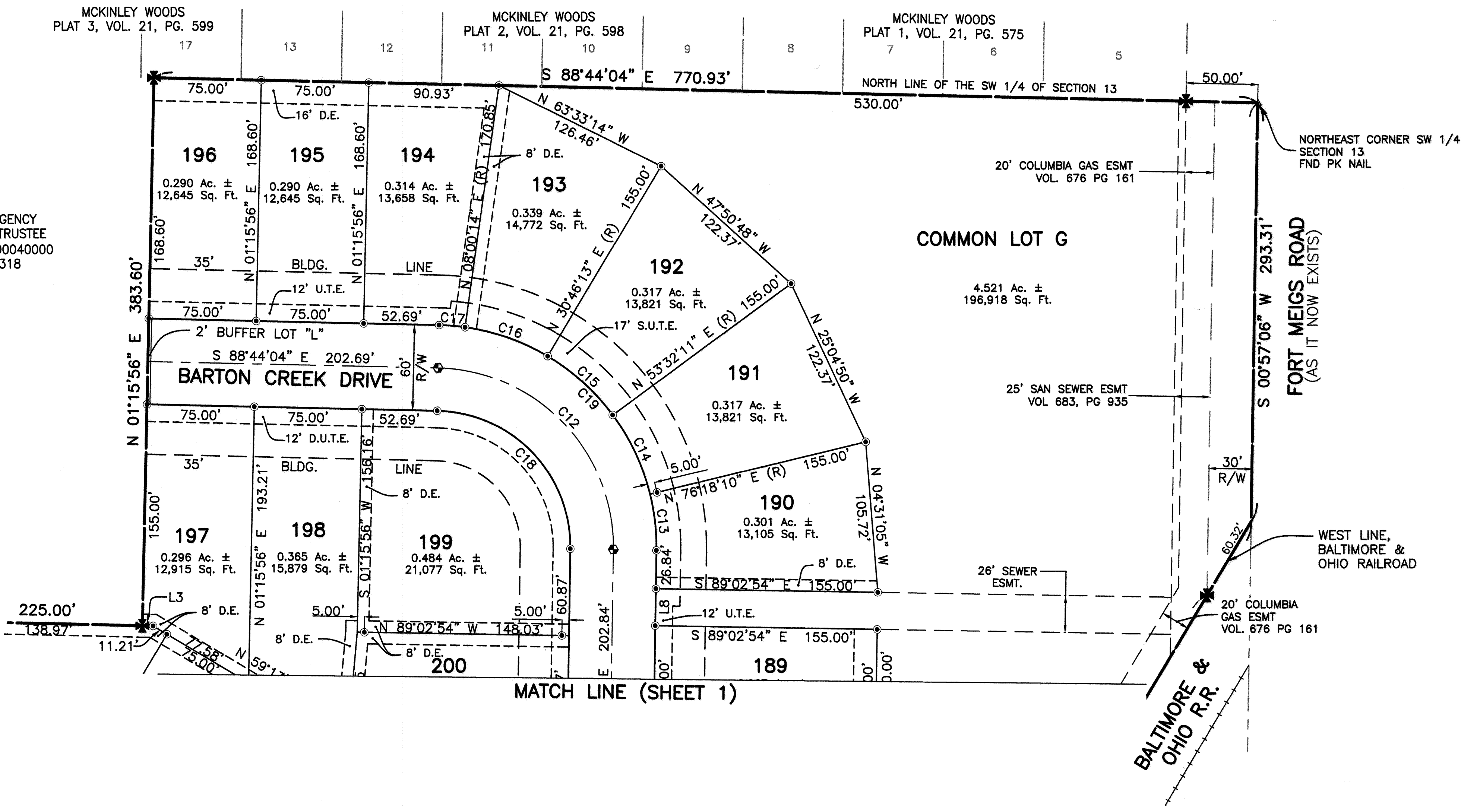
The bearings used hereon are based on an assumed meridian and are for the express purpose of calculating angular measurement.

Said set and said found concrete monuments being 6" in diameter and 30" in length with a 2" aluminum cap, the aluminum cap being stamped Feller, Finch & Assoc., Inc.

The above description is based on a survey performed under my supervision during August 2019.

Prior Deed Reference is Official Record 3256, Page 318 Wood County Deed Records.

LOUISVILLE TITLE AGENCY
FOR NW OHIO INC, TRUSTEE
TP# Q61-100-130000040000
O.R. 3256 PG. 318
ZONED: R-3
UNPLATTED



BENCH MARK DATA

USGS BENCH MARK

BRASS DISC STAMPED "G181" LOCATED IN THE TOP OF THE SOUTH CONCRETE HEADWALL OF THE BOX CULVERT UNDER THE RAILROAD.

ELEVATION (NAVD 88 DATUM) 642.09

SITE BENCH MARK #1

CENTERLINE MONUMENT FOUND AT INTERSECTION OF WOODS EDGE ROAD AND TAYLORS MILL CIRCLE AT STA. 23+09.69±

ELEVATION (NAVD 88 DATUM) 641.99

SITE BENCH MARK #2

CENTERLINE MONUMENT FOUND AT INTERSECTION OF WOODS EDGE ROAD AND TAYLORS MILL CIRCLE AT STA. 19+44.69±

ELEVATION (NAVD 88 DATUM) 642.67

SITE ZONING DATA	
LOCATION:	CITY OF PERRYSBURG
ZONING CLASSIFICATION:	R-3
MINIMUM SETBACKS:	
FRONT	- 35'
SIDE	- 8' MIN.
SUM OF SIDES	- 20'
REAR	- 35'

CURVE		RADIUS		LENGTH		CHORD		BEARING		DELTA		TANGENT	
C3	125.00'	195.66'	176.29'	N 43°53'29" W	89°41'10"	124.32'							
C8	125.00'	65.06'	64.33'	N 15°51'44" E	29°49'16"	33.28'							
C12	125.00'	64.37'	63.67'	N 73°58'51" W	29°30'26"	32.92'							

LEGEND

- EXISTING GROUND ELEVATIONS +000.00
- EXISTING CONTOURS -000-
- PROPOSED ELEVATIONS (00.0)
- PROPOSED GROUND ELEVATIONS AT HOUSE (00.0)
- PROPOSED = EXISTING (00.0E)
- PROPOSED TOP OF WALK ELEVATIONS (00.0W)
- PROPOSED RIM ELEVATIONS (00.0R)
- ADD 600.00 TO ALL PROPOSED SPOT ELEVATIONS.
- ALL PAVEMENT GRADES ARE TOP OF CURB.
- = IRON PIN (BY SURVEYOR)
- ⊙ = MONUMENT ASSEMBLY (ODOT RM-1.1) BY CONTRACTOR
- ⊗ = MONUMENT ASSEMBLY (WOOD CO. TYPE A) BY SURVEYOR
- ⊠ = EXISTING MONUMENT ASSEMBLY
- ▬ = CONCRETE WALK & RAMPS BY OTHERS
- ▬ = CONCRETE WALK BY CONTRACTOR
- ▬ = EX. TEMPORARY DITCH TO BE FILLED WITH ITEM 304 AGGREGATE BASE
- ▬ = EX. TEMPORARY DITCH TO BE FILLED WITH CLAY
- ▬ = TRENCH FOR PROP. 54" STORM TO BE FILLED WITH LOW STRENGTH MORTAR ON LOT 190 SIDE ONLY

SITE VOLUME TABLE (UNADJUSTED)			
	Cut yards	Fill yards	Net yards
ROADWAY (INCLUDING TEMP. DITCH FILL)	469	6,003	5,534 F
TOPSOIL	700	700	0
TOTAL	1169	6,703	5,534 F

SEEDING AND MULCHING

SEEDING AND MULCHING SHALL BE AS PER ODOT SPECIFICATION ITEM 659, USING SEEDING MIXTURE: 90% PERENNIAL RYEGRASS (LOLIUM PERRENNE) 10% ALSIKE CLOVER (TRIFOLIUM HYBRIDUM). SEEDING AND MULCHING SHALL INCLUDE ALL PROPOSED RIGHTS OF WAY, AND ALL DISTURBED AREAS WITHIN EXISTING CITY RIGHTS OF WAY.

STREET SIGN DATA

LOCATION	STATION	SIDE	PROPOSED ① "STREET NAME" SIGN PERRYSBURG STANDARD	PROPOSED ② R1-1-30 STOP (30" X 30")	PROPOSED ③ R7-1 NO PARKING ANYTIME W/ 2 WAY ARROW (12" X 18")	PROPOSED ④ W14-2-30 NO OUTLET (TEMPORARY) (24" X 30")
BARTON CREEK DRIVE	21+36.31	RT.	BARTON CREEK DRIVE			
HAWTHORNE CROSSING	7+30	LT.				1 (1.50 SF)
HAWTHORNE CROSSING	4+88	LT.			1 (1.50 SF)	
HAWTHORNE CROSSING	7+30	RT.		1 (6.25 SF)		
BARTON CREEK DRIVE	25+46	LT.			1 (1.50 SF)	
TOTAL				1 (6.25 SF)	2 (3.0 SF)	1 (5.0 SF)

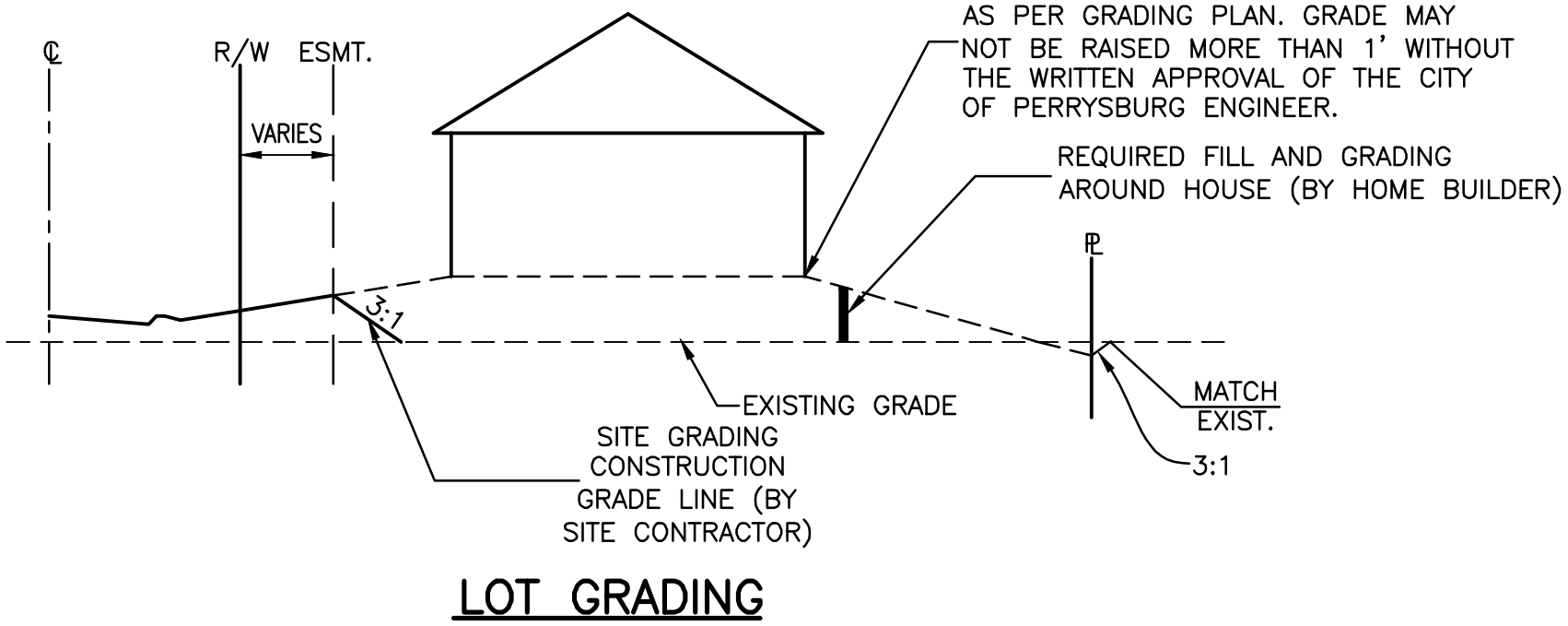
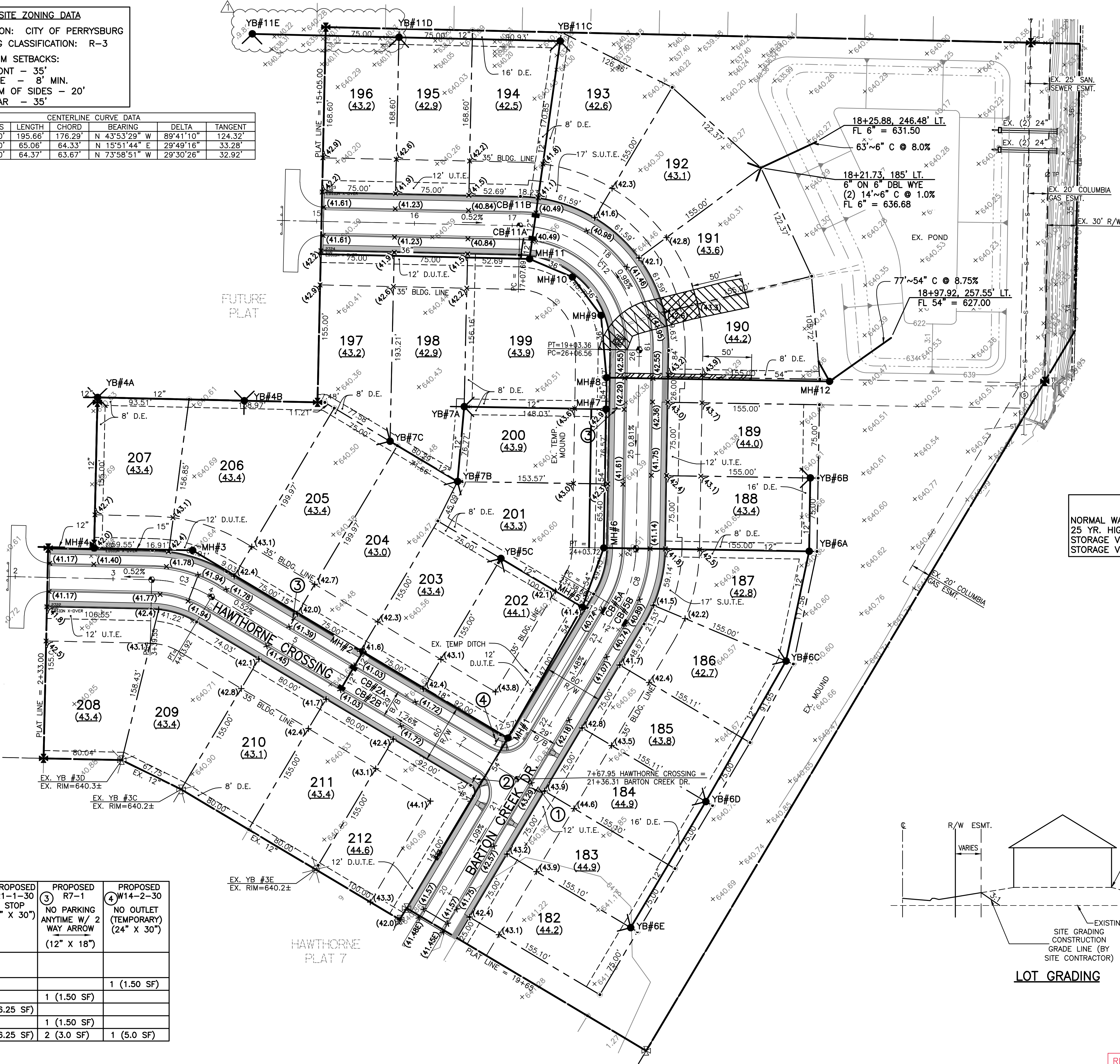
* NOTE: STATION CHANGE AT PC OF CURVE ON BARTON CREEK DRIVE

FELLER, FINCH & ASSOCIATES, INC.			
REVISION	DATE	DESIGN BY:	CMG
YB#11E ADDED	9-9-22	DRAWN BY:	RSP
		DATE:	4-9-22
		CHK'D BY:	CMG
		DRAWING:	10-073360P08A1



EASEMENT ABBREVIATIONS	
D.E.	DRAINAGE EASEMENT
D.U.T.E.	DRAINAGE, UTILITY & TOLEDO EDISON EASEMENT
U.T.E.	UTILITY & TOLEDO EDISON EASEMENT

EX. DETENTION POND	
NORMAL WATER ELEVATION	= 634.0
25 YR. HIGH WATER ELEVATION	= 636.64
STORAGE VOLUME REQUIRED	= 132,840 CU. FT.
STORAGE VOLUME PROVIDED	= 134,667 CU. FT.



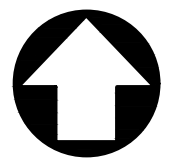
SANITARY SERVICE TAP DATA

LOT
FUTURE/197
198/199

FL 8" AT MAIN
FL 8" = 628.83
FL 8" = 628.23

FL 6" TAP AT MAIN
FL 6" = 628.91
FL 6" = 628.31

CENTERLINE CURVE DATA						
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA	TANGENT
C12	125.00'	64.37'	63.67'	N 73°58'51" W	29°30'26"	32.92'

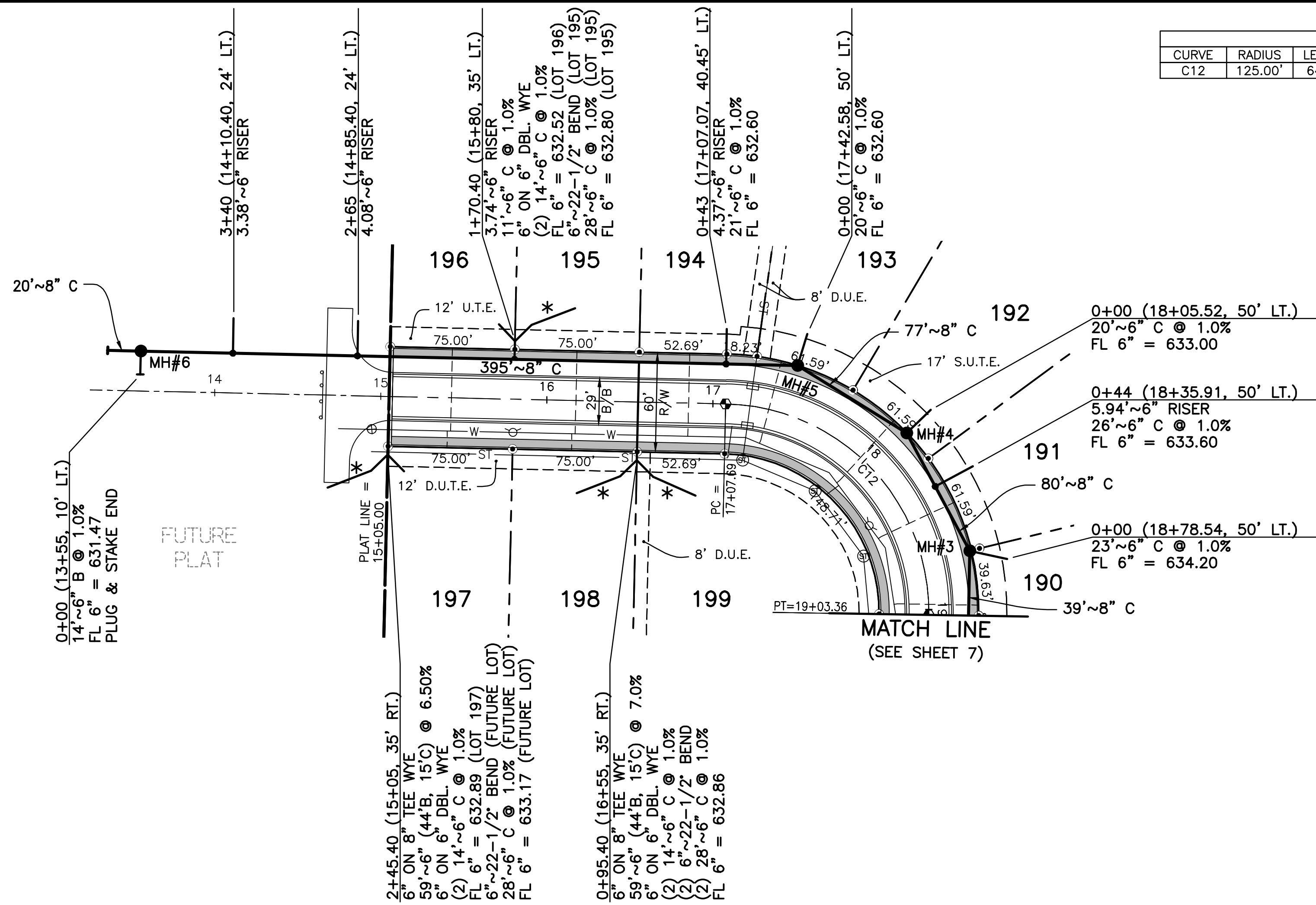


SCALE:
1" = 50'

FELLER, FINCH & ASSOCIATES, INC.			
REVISION	DATE	DESIGN BY:	CMG
		DRAWN BY:	RSP
		DATE:	9-4-20
		CHK'D BY:	CMG
		DRAWING:	10-073360P08A1

EASEMENT ABBREVIATIONS

D.U.E.....DRAINAGE & UTILITY EASEMENT
D.U.T.E.....DRAINAGE, UTILITY &
 TOLEDO EDISON EASEMENT
U.T.E.....UTILITY & TOLEDO EDISON
 EASEMENT

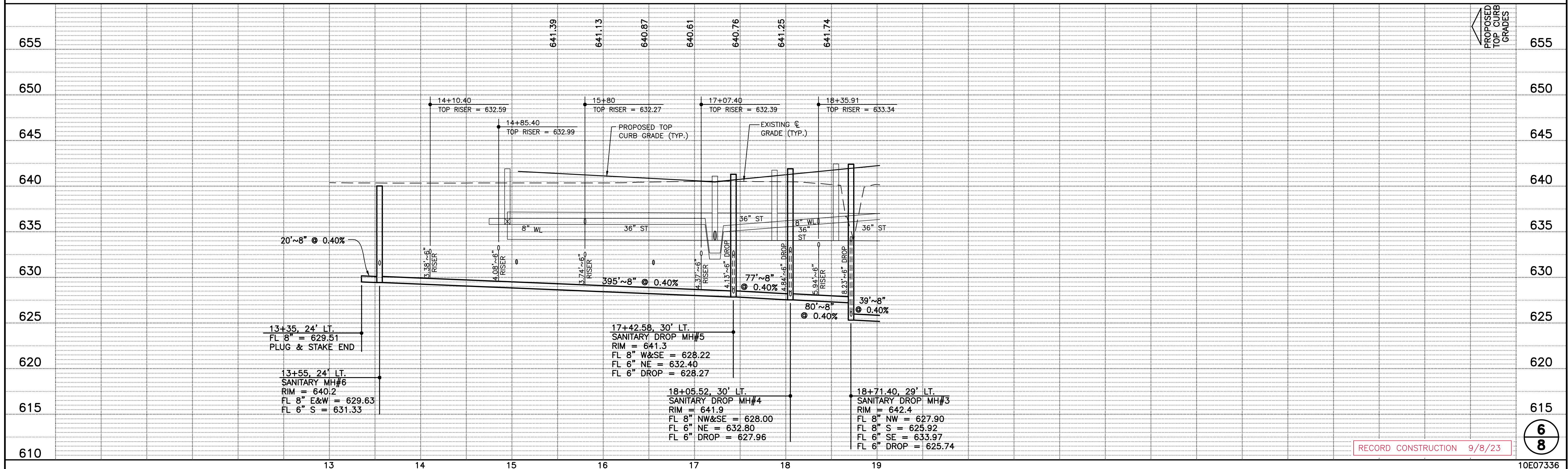


BARTON CREEK DRIVE

* COMPACTION NOTE:

FOR THE SECTIONS OF SANITARY SEWER TAPS WHICH CROSS THE LOT, PLACE THE TRENCH BACKFILL IN MAXIMUM 12" LIFTS AND COMPACT EACH LAYER WITH A MINIMUM OF TWO PASSES WITH AN EXCAVATOR MOUNTED VIBRATORY PLATE COMPACTOR.

** FIELD VERIFY EXISTING ELEVATION PRIOR TO INSTALLATION OF PROPOSED SEWER.



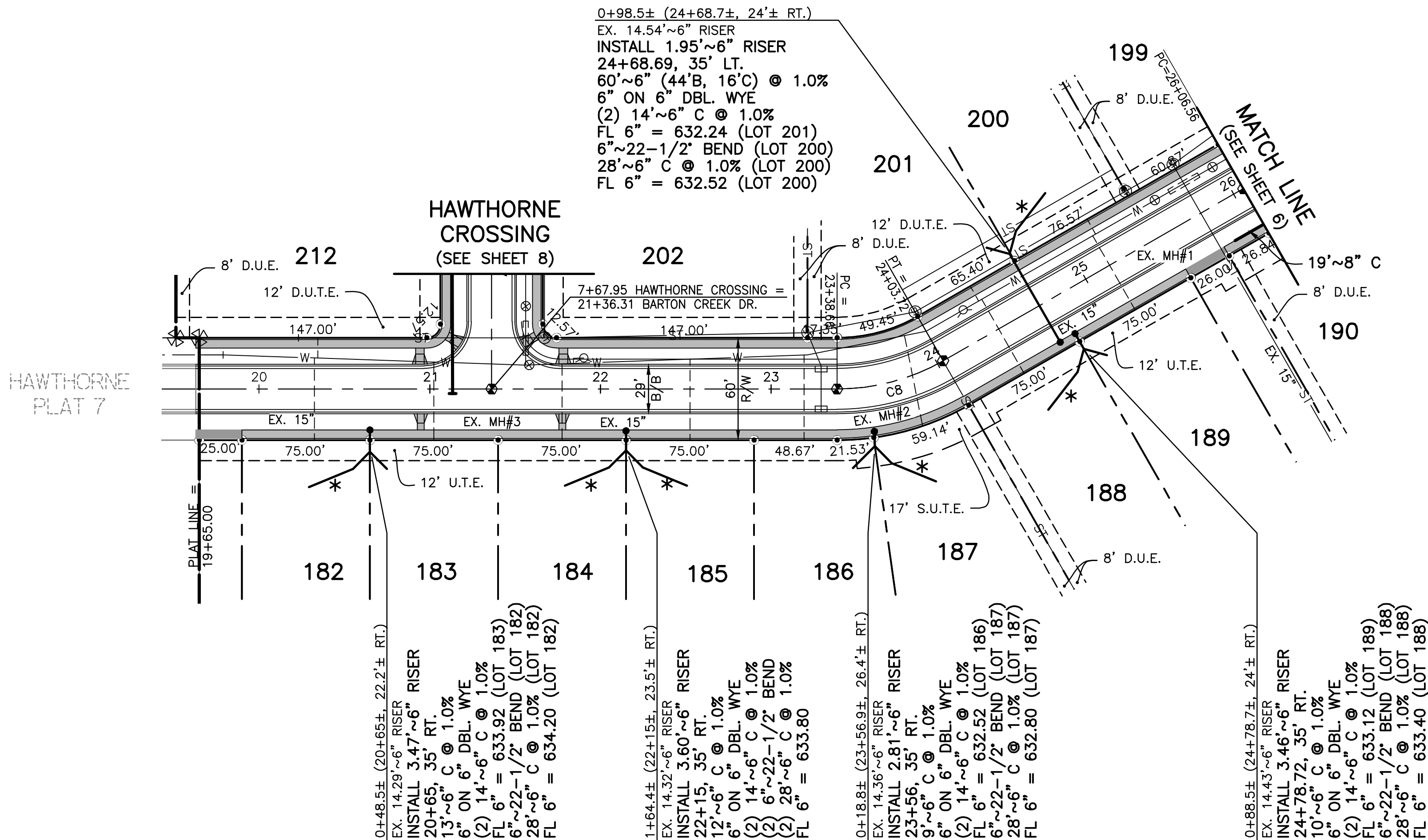
CENTERLINE CURVE DATA						
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA	TANGENT
C8	125.00'	65.06'	64.33'	N 15°51'44" E	29°49'16"	33.28'



NORTH
SCALE:
1" = 50'

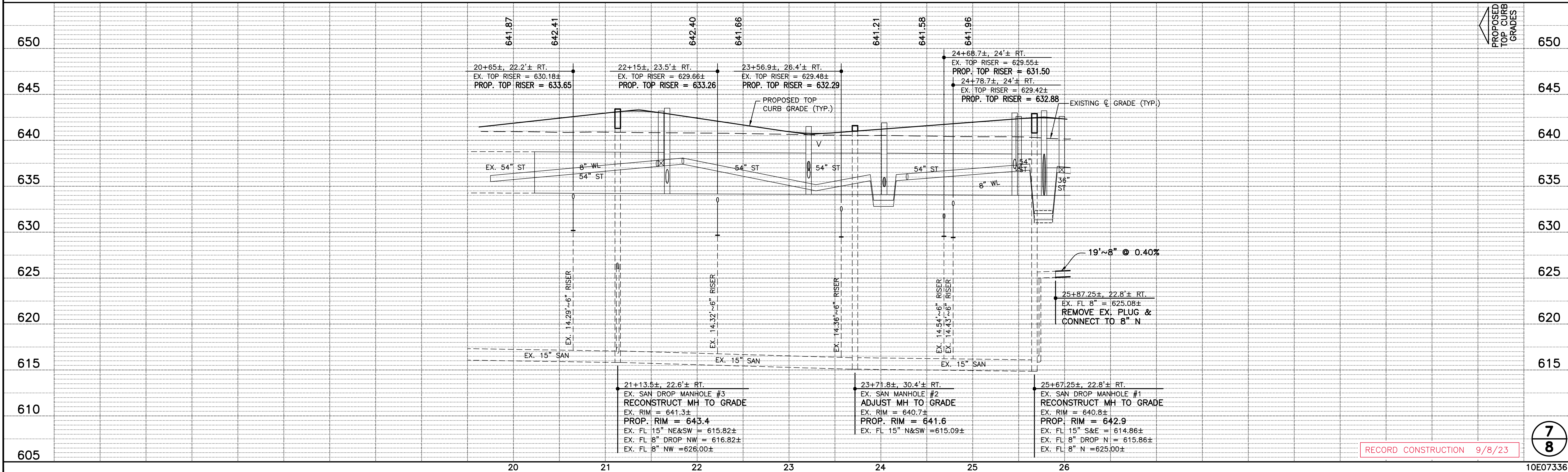
FELLER, FINCH & ASSOCIATES, INC.			
REVISION	DATE	DESIGN BY:	CMG
		DRAWN BY:	RSP
		DATE:	9-4-20
		CHK'D BY:	CMG
		DRAWING:	10-073360P08A1

EASEMENT ABBREVIATIONS	
D.U.E.	DRAINAGE & UTILITY EASEMENT
D.U.T.E.	DRAINAGE, UTILITY & TOLEDO EDISON EASEMENT
U.T.E.	UTILITY & TOLEDO EDISON EASEMENT



* COMPACTION NOTE:

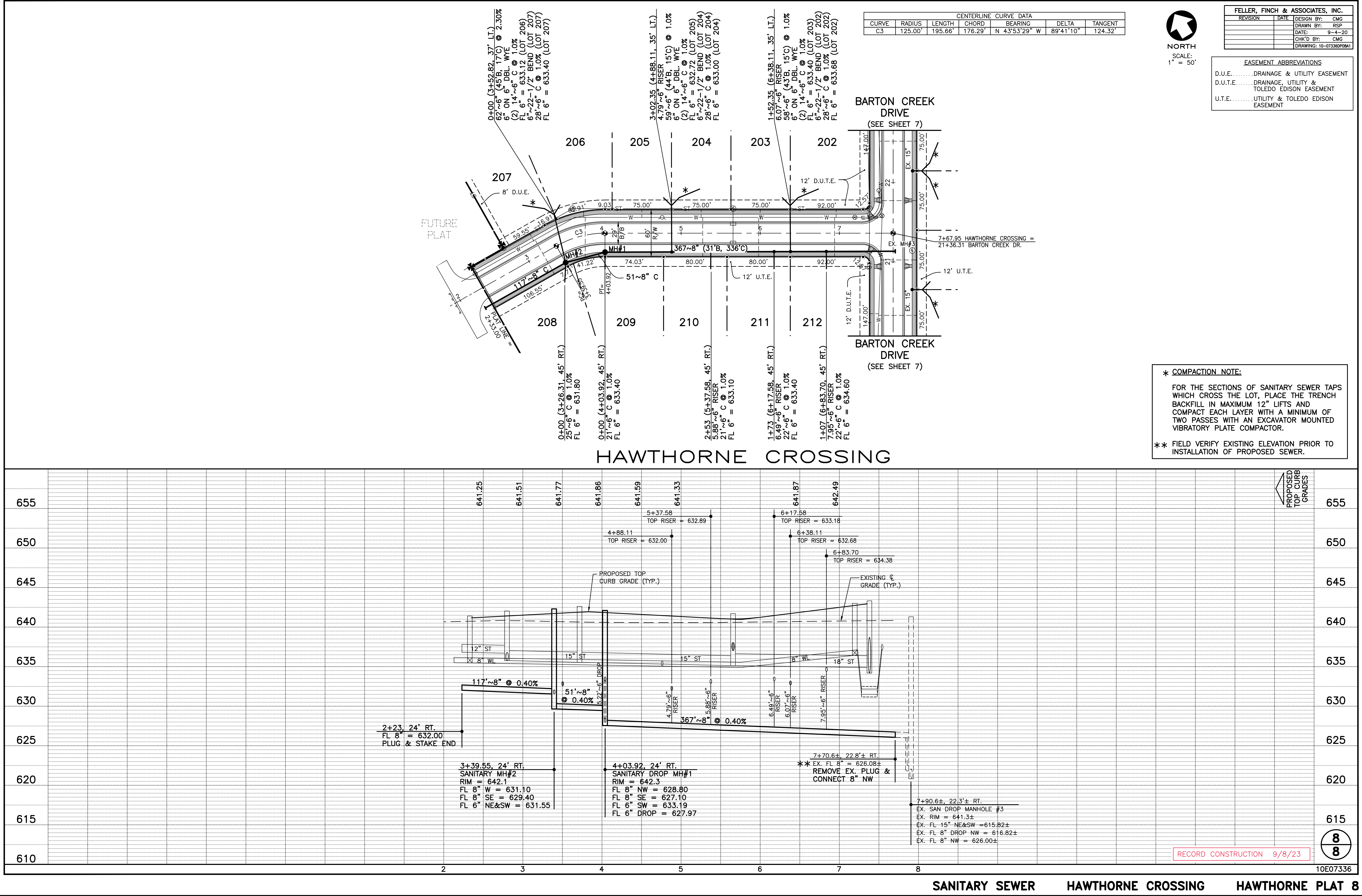
FOR THE SECTIONS OF SANITARY SEWER TAPS WHICH CROSS THE LOT, PLACE THE TRENCH BACKFILL IN MAXIMUM 12" LIFTS AND COMPACT EACH LAYER WITH A MINIMUM OF TWO PASSES WITH AN EXCAVATOR MOUNTED VIBRATORY PLATE COMPACTOR.



RECORD CONSTRUCTION 9/8/23

7
8

10E07336



FELLER, FINCH & ASSOCIATES, INC.				
REVISION	DATE	DESIGN BY:	CMG	
		DRAWN BY:	RSP	
		DATE:	9-4-20	
		CHK'D BY:	CMG	
		DRAWING:	10-073360P08A1	

EASEMENT ABBREVIATIONS

D.U.E.....DRAINAGE & UTILITY EASEMENT
D.U.T.E.....DRAINAGE, UTILITY &
 TOLEDO EDISON EASEMENT
U.T.E.....UTILITY & TOLEDO EDISON
 EASEMENT



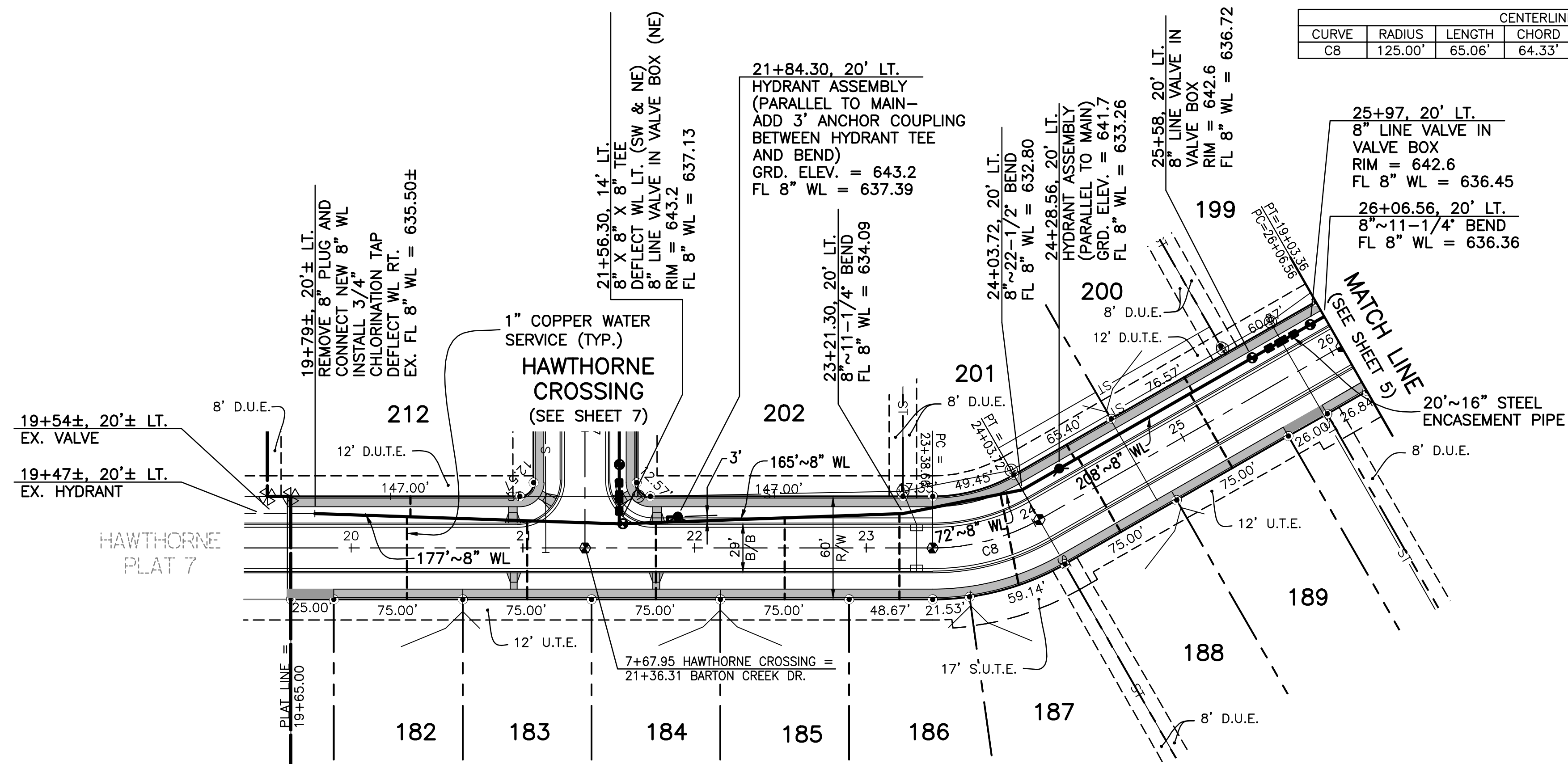
* COMPACTION NOTE:

FOR THE SECTIONS OF SANITARY SEWER TAPS WHICH CROSS THE LOT, PLACE THE TRENCH BACKFILL IN MAXIMUM 12" LIFTS AND COMPACT EACH LAYER WITH A MINIMUM OF TWO PASSES WITH AN EXCAVATOR MOUNTED VIBRATORY PLATE COMPACTOR.

** FIELD VERIFY EXISTING ELEVATION PRIOR TO INSTALLATION OF PROPOSED SEWER.

RECORD CONSTRUCTION 9/8/23

10E07336

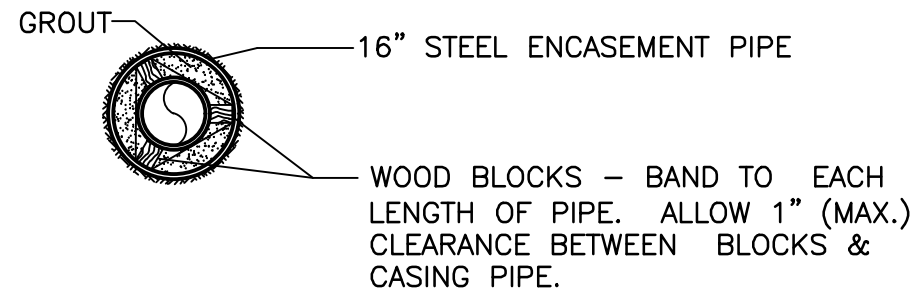


CENTERLINE CURVE DATA						
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA	TANGENT
C8	125.00'	65.06'	64.33'	N 15°51'44" E	29°49'16"	33.28'



FELLER, FINCH & ASSOCIATES, INC.			
REVISION	DATE	DESIGN BY:	CMG
REVISED LENGTH & SLOPE	7/22/22	DRAWN BY:	RSP
		DATE:	9-4-20
		CHK'D BY:	CMG
		DRAWING:	10-073360P08A1

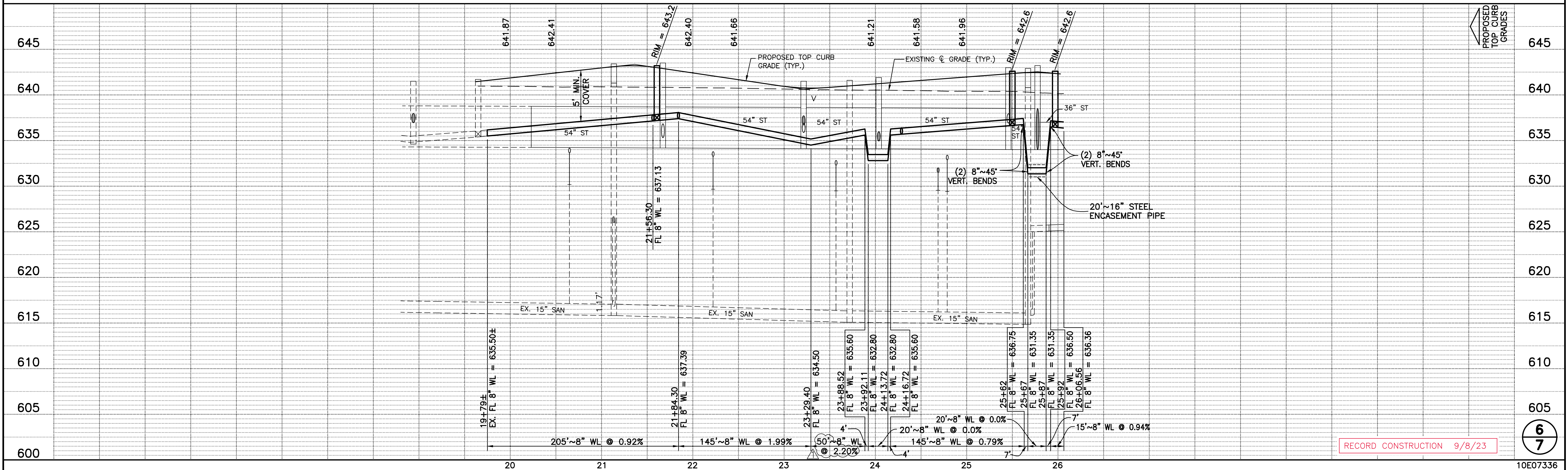
EASEMENT ABBREVIATIONS	
D.U.E.	DRAINAGE & UTILITY EASEMENT
D.U.T.E.	DRAINAGE, UTILITY & TOLEDO EDISON EASEMENT
U.T.E.	UTILITY & TOLEDO EDISON EASEMENT



STEEL ENCASEMENT DETAIL
N.T.S.

- WATERLINE NOTES**
1. ALL VALVES SHALL BE EXTENDED SO THE OPERATING NUT IS NOT MORE THAN 4' BELOW FINISHED GRADE.
 2. KEEP ALL FRAMES, MANHOLE COVERS, VALVES AND APPURTENANCES OUT OF THE SIDEWALK.
 3. COORDINATE WITH THE DEPT. OF PUBLIC UTILITIES FOR PROCEDURES & MATERIALS TO ABANDON THE 3/4" CHLORINATION TAP.

BARTON CREEK DRIVE



RECORD CONSTRUCTION 9/8/23

6
7

10E07336

ORDINANCE 45-2024

ACCEPTING STREETS, ALLEYS, AND GREEN SPACE PER CODIFIED ORDINANCE §1295.07 (RIVERFORD PLAT 11); AND DECLARING AN EMERGENCY

WHEREAS, Codified Ordinance §1295.07 requires that dedication of certain improvements within subdivisions be accepted by ordinance; and

WHEREAS, the streets, alleys, green spaces, and other improvements in various subdivisions, as summarized on Exhibit A, (Riverford Plat 11) have been completed to the satisfaction of the City of Perrysburg, Ohio, and such improvements have been offered for dedication and now should be accepted and dedicated; and

WHEREAS, the value of the property includes but is not limited to:

Sanitary	2,194 linear feet	\$272,100.00
Water	1,846 linear feet	\$122,500.00
Roadway	1,920 linear feet	\$150,000.00
Storm	4,512 linear feet	\$397,600.00

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

SECTION 1. In conformity with Codified Ordinance §1295.07 and all otherwise applicable law, the City of Perrysburg, Ohio, hereby accepts for dedication the streets, alleys, green spaces, and other improvements of the subdivisions listed on Exhibit A, (Riverford Plat 11) which is attached hereto and incorporated as if fully restated herein.

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

SECTION 3. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of the citizens of the City of Perrysburg, Wood County, Ohio, in order to avoid any confusion regarding rights, duties, and obligations with respect to the subject infrastructure, 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

CORRECTIVE PLAT

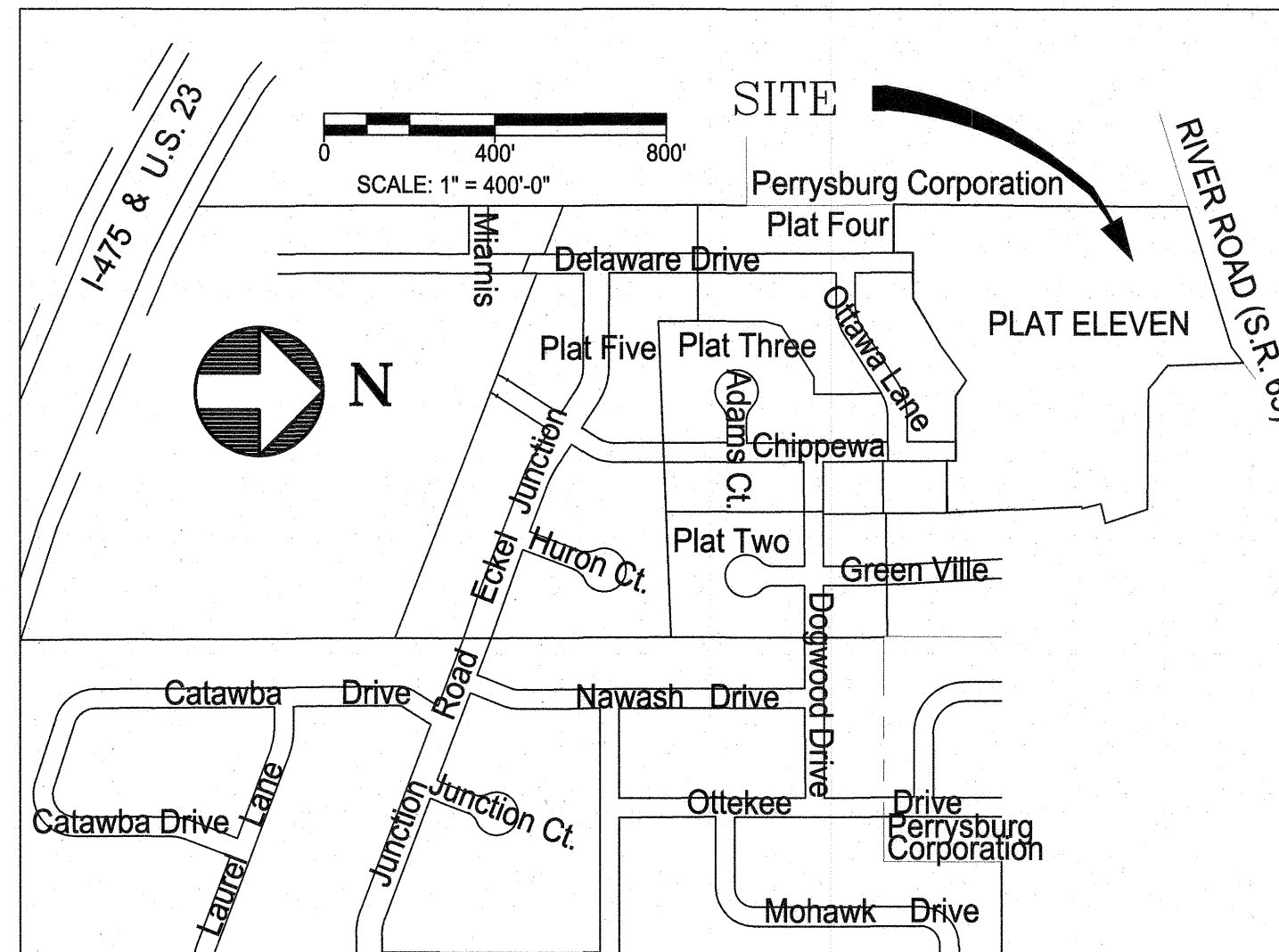
THIS IS A CORRECTIVE PLAT, AND IS INTENDED
TO SUPERCEDE INSTRUMENT NUMBER 202302124
RECORDED ON MARCH 10, 2023

RIVERFORD PLAT ELEVEN

PART OF RIVER TRACT 63, TOWN 1, UNITED STATES RESERVE, CITY OF PERRYSBURG, WOOD COUNTY, OHIO.

LEGAL DESCRIPTION

1. BEING ALL THAT PART OF RIVER TRACT 63, TOWN 1, UNITED STATES RESERVE OF TWELVE MILES SQUARE AT THE FOOT OF THE RAPIDS OF THE MIAMI OF LAKE ERIE, CITY OF PERRYSBURG, WOOD COUNTY, OHIO WHICH LIES SOUTH OF THE CENTERLINE OF STATE ROUTE 65, AKA WEST RIVER ROAD, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
2. COMMENCING AT A PK NAIL WITH WASHER FOUND AT THE INTERSECTION OF THE CENTERLINE OF S.R. 65 (A.K.A. WEST RIVER ROAD) TANGENT LINE WITH THE EAST LINE OF SAID RIVER TRACT 63, SAID POINT ALSO BEING AT STA 857+64.94;
3. THENCE SOUTHWESTERLY ALONG THE SAID CENTERLINE OF S.R. 65 (A.K.A. WEST RIVER ROAD), SOUTH 53°59'04" WEST, A DISTANCE OF 1035.22' TO A MAG NAIL SET AT STA 847+29.72;
4. THENCE ALONG SAID CENTERLINE AND A CURVE TO THE RIGHT WITH A RADIUS OF 573.69', A CENTRAL ANGLE OF 3°55'43", AN ARC LENGTH OF 39.34', A CHORD BEARING OF SOUTH 55°56'56" WEST AND A CHORD DISTANCE OF 39.33' TO A MAG NAIL SET AT STA 846+90.38, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;
5. THENCE SOUTH 4°05'33" EAST, PASSING A CONCRETE MONUMENT SET AT A DISTANCE OF 33.74', A TOTAL DISTANCE OF 241.43' TO A CONCRETE MONUMENT SET;
6. THENCE SOUTH 48°34'15" EAST, A DISTANCE OF 186.88' TO A CONCRETE MONUMENT SET;
7. THENCE NORTH 78°26'39" EAST, A DISTANCE OF 296.12' TO A DISTURBED CONCRETE MONUMENT FOUND, 0.95' SOUTH, ON THE WEST LINE OF RIVERFORD PLAT 1, RECORDED IN PLAT BOOK VOLUME 21, PAGES 549 & 550;
8. THENCE SOUTHEASTERLY ALONG SAID WEST LINE, SOUTH 17°57'26" EAST, A DISTANCE OF 144.91' TO A DRILL HOLE SET IN CONCRETE SIDEWALK ON THE NORTHERLY RIGHT-OF-WAY LINE OF RIVERFORD DRIVE;
9. THENCE SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE, AND A CURVE TO THE RIGHT WITH A RADIUS OF 159.72', A CENTRAL ANGLE OF 5°22'45", AN ARC LENGTH OF 15.00', A CHORD BEARING OF SOUTH 74°37'24" WEST AND A CHORD DISTANCE OF 14.99' TO A CONCRETE MONUMENT FOUND;
10. THENCE SOUTHERLY ALONG SAID WEST LINE OF RIVERFORD PLAT 1, SOUTH 12°41'10" EAST, PASSING A MONUMENT BOX FOUND WITH A '4' AND DIMPLE ON LID AT 30.00', A TOTAL DISTANCE OF 60.00' TO A CONCRETE MONUMENT FOUND, 0.46' WEST, ON THE SOUTHERLY RIGHT-OF-WAY LINE OF RIVERFORD DRIVE;
11. THENCE SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE, SOUTH 77°18'50" WEST, A DISTANCE OF 47.00' TO A CONCRETE MONUMENT FOUND, 0.31' NORTH, ON SAID WEST LINE OF RIVERFORD PLAT 1;
12. THENCE SOUTHERLY ALONG SAID WEST LINE, SOUTH 1°35'36" EAST, A DISTANCE OF 435.19' TO A CONCRETE MONUMENT SET AT THE NORTHEAST CORNER OF A PARCEL OF LAND OWNED BY ERIC AND ERICA DEVRIES, RECORDED IN VOLUME 3385, PAGE 612;
13. THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID PARCEL, NORTH 89°07'22" WEST, A DISTANCE OF 162.45' TO A CONCRETE MONUMENT SET ON THE EASTERLY RIGHT-OF-WAY LINE OF CHIPPEWA LANE OF RIVERFORD PLAT 4;
14. THENCE NORTHERLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF CHIPPEWA LANE, NORTH 0°56'53" EAST, A DISTANCE OF 41.11' TO A CONCRETE MONUMENT FOUND, 0.18' SOUTH;
15. THENCE WESTERLY ALONG THE NORTHERLY LINE OF RIVERFORD PLAT 4 RECORDED IN PLAT BOOK VOLUME 22, PAGES 216 & 217, NORTH 89°07'19" WEST, A DISTANCE OF 201.51' TO A CONCRETE MONUMENT FOUND;
16. THENCE NORTHWESTERLY ALONG SAID NORTHERLY LINE OF RIVERFORD PLAT 4, NORTH 54°20'36" WEST, A DISTANCE OF 58.84' TO A CONCRETE MONUMENT SET;
17. THENCE SOUTHWESTERLY ALONG SAID NORTHERLY LINE OF RIVERFORD PLAT 4, SOUTH 54°50'16" WEST, A DISTANCE OF 130.94' TO A CONCRETE MONUMENT SET;
18. THENCE SOUTHWESTERLY ALONG SAID NORTHERLY LINE OF RIVERFORD PLAT 4, SOUTH 60°47'01" WEST, A DISTANCE OF 174.56' TO A CONCRETE MONUMENT FOUND;
19. THENCE WESTERLY ALONG SAID NORTHERLY LINE OF RIVERFORD PLAT 4, NORTH 89°01'54" WEST, A DISTANCE OF 140.92' TO A CONCRETE MONUMENT SET;
20. THENCE SOUTHERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF DELAWARE DRIVE OF RIVERFORD PLAT 4, SOUTH 1°06'32" WEST, A DISTANCE OF 60.53' TO A CONCRETE MONUMENT FOUND;
21. THENCE WESTERLY ALONG SAID NORTHERLY LINE OF RIVERFORD PLAT 4, NORTH 88°50'01" WEST, A DISTANCE OF 150.16' TO A MAG NAIL SET IN ASPHALT ON THE WEST LINE OF RIVER TRACT 63;
22. THENCE NORTHERLY ALONG SAID WEST LINE, NORTH 1°10'04" EAST, PASSING A CONCRETE MONUMENT SET, ON THE RIGHT-OF-WAY OF SAID S.R. 65 AT A DISTANCE OF 888.03', A TOTAL DISTANCE OF 920.01' TO A MAG NAIL FOUND AT THE INTERSECTION OF THE CENTERLINE OF SAID S.R. 65 AND THE SAID WEST LINE OF RIVER TRACT 63;
23. THENCE ALONG SAID CENTERLINE AND A CURVE TO THE RIGHT WITH A RADIUS OF 1910.08', A CENTRAL ANGLE OF 2°51'50", AN ARC LENGTH OF 95.47', A CHORD BEARING OF NORTH 72°30'10" EAST AND A CHORD DISTANCE OF 95.46' TO A MONUMENT BOX FOUND WITH A '4' AND DIMPLE ON LID MARKING STA 842+68.05 AS NOTED ON WOO-65-15.92 PLANS, STA 842+70.09 ACTUAL;
24. THENCE NORTHEASTERLY ALONG SAID CENTERLINE, NORTH 73°57'26" EAST, A DISTANCE 259.64' TO A MAG NAIL SET AT STA 845+29.73;
25. THENCE NORTHEASTERLY ALONG SAID CENTERLINE AND A CURVE TO THE RIGHT WITH A RADIUS OF 573.69', A CENTRAL ANGLE OF 16°02'39", AN ARC LENGTH OF 160.65', A CHORD BEARING OF NORTH 65°56'07" EAST AND A CHORD DISTANCE OF 160.12' TO THE TRUE POINT OF BEGINNING;
26. SAID PARCEL CONTAINING IN ALL 735,917 SQUARE FEET OR 16.894 ACRES OF LAND, MORE OR LESS WITH 0.356 ACRES LYING IN SAID RIGHT-OF-WAY. HOWEVER, SUBJECT TO ALL LEGAL HIGHWAYS, EASEMENTS AND RESTRICTIONS OF RECORD. ALL WITHIN TAX PARCEL NUMBER Q61-100-601000044500.
27. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD83, (GROUND) OHIO NORTH ZONE 3801, 2011 ADJUSTED AND ESTABLISHED USING GPS (VRS).



LOCATION & VICINITY
MAP

OWNERS' CERTIFICATION

WE, THE UNDERSIGNED, OWNERS OF THE PROPERTY HEREON DESCRIBED, DO HEREBY ADOPT THIS SUBDIVISION INTO LOTS AS SHOWN, ESTABLISH SETBACK LINES AS SHOWN, AND DEDICATE TO THE CITY OF PERRYSBURG FOR PUBLIC USE THE STREETS AND RIGHTS-OF-WAY AS SHOWN, AND WE DO FURTHER GRANT TO THE CITY OF PERRYSBURG EASEMENTS AS SHOWN HEREON AND DESIGNATED AS UTILITY EASEMENTS AND DRAINAGE EASEMENTS FOR THE PURPOSE OF PERMITTING THE CONSTRUCTION, INSTALLATION, RELOCATION OR MAINTENANCE OF PUBLIC OR QUASI-PUBLIC UTILITY FACILITIES THEREON. SAID DEDICATION OF RIGHTS-OF-WAY AND GRANTING OF EASEMENTS SHALL INCLUDE THE CONVEYANCE OF ALL WATER, SANITARY SEWER AND STORM SEWER FACILITIES LOCATED THEREIN. MAINTENANCE SHALL INCLUDE THE RIGHT TO REMOVE ANY STRUCTURES, BRANCHES OR OTHER GROWTH OR OBSTRUCTIONS OF ANY KIND THAT MIGHT INTERFERE WITH THE CONSTRUCTION, MAINTENANCE OR SAFE OPERATION OF UTILITY LINES OR DRAINAGE FACILITIES. WE FURTHER CERTIFY THAT WE WILL IMPROVE THIS SUBDIVISION WITH THE FOLLOWING IMPROVEMENTS: WATER, SANITARY SEWER, STORM SEWER, SIDEWALKS, STREET TREES, STREET SIGNS, STREET LIGHTS, AND PAVEMENT AS SHOWN ON PLANS ON FILE WITH THE CITY OF PERRYSBURG.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS CAUSED THIS PLAT TO BE EXECUTED ON ITS BEHALF BY ITS DULY AUTHORIZED REPRESENTATIVES THIS 22 DAY OF May, 2023.

WITNESSES:

SCHROEDER PROPERTY MANAGEMENT
27024 W. RIVER ROAD
PERRYSBURG, OHIO 43551

BY: Edward J. Schroeder, III
EDWARD J. SCHROEDER, III, PRESIDENT

STATE OF OHIO)
COUNTY OF) SS:

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 22 DAY OF May, 2023 BY EDWARD J. SCHROEDER, III, THE PRESIDENT, OF THE SCHROEDER COMPANY, AN OHIO CORPORATION, ON BEHALF OF THE CORPORATION, ACKNOWLEDGED THE SIGNING OF THIS PLAT TO BE THE FREE ACT AND DEED FOR THE PURPOSES HEREIN MENTIONED. WITNESS OUR HANDS THE DAY AND YEAR ABOVE WRITTEN.

Susan P. Notary Public
NOTARY PUBLIC
MY COMMISSION EXPIRES 10/21/23



SUSAN P. NOTARY PUBLIC
FOR THE
STATE OF OHIO
My Commission Expires
October 21, 2023

SURVEYOR

I HEREBY CERTIFY THAT DURING APRIL 2022, I SURVEYED THE HEREON DESCRIBED PROPERTY, SUBDIVIDING THE SAME INTO LOTS NUMBER 155 TO 182, BOTH INCLUSIVE, AND THAT THIS IS A TRUE AND A COMPLETE PLAT OF SAID SURVEY MADE EITHER BY ME OR UNDER MY SUPERVISION. DISTANCES ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF. CONCRETE MONUMENTS MARKED THUS $\oplus$: WERE FOUND, CONCRETE MONUMENTS MARKED THUS $\oplus$: HAVE BEEN SET AT EACH CHANGE OF DIRECTION OF THE BOUNDARY OF THE PLAT. IRON PINS HAVE BEEN SET AT ALL LOT CORNERS. CAPS ON PINS ARE EITHER D WHITING 8380 OR J BELKNAP PS 8843. ADDITIONAL MONUMENTS, IN ACCORDANCE WITH THE OHIO DEPARTMENT OF TRANSPORTATION, STANDARD CONSTRUCTION DRAWING RM-1.1, MARKED THUS $\odot$: ARE SET AT CENTERLINE PC'S, PT'S, AND INTERSECTION AND THE STREET IMPROVEMENTS HAVE BEEN MADE.

THE JDI GROUP
360 W. DUSSEL DR.
MAUMEE, OH 43537

DENNIS L. WHITING, P.S.
OHIO REGISTERED SURVEYOR # S-8380

DATE



OFFICE OF THE PUBLIC SERVICE DIRECTOR, CITY OF PERRYSBURG:

APPROVED THIS 24 DAY OF May, 2023

Rob Ross
ROB ROSS, PUBLIC SERVICE DIRECTOR, CITY OF PERRYSBURG

OFFICE OF WOOD COUNTY AUDITOR:

TRANSFERRED THIS 5 DAY OF June, 2023

Matthew Oestreich
MATTHEW OESTREICH
WOOD COUNTY AUDITOR

OFFICE OF THE MUNICIPAL PLANNING COMMISSION OF PERRYSBURG, OHIO:

THIS PLAT WAS APPROVED BY THE MUNICIPAL PLANNING COMMISSION OF PERRYSBURG, OHIO
ON THIS 25 DAY OF May, 2023

Andy Lorenz
ANDY LORENZ, PLANNING COMMISSION CHAIRMAN

OFFICE OF WOOD COUNTY RECORDER:

FILED FOR RECORD THIS 8 DAY OF June, 2023 AT 11:49 AM.
RECORDED THIS 8 DAY OF June, 2023 IN PLAT BOOK
PAGE Instrument Number 202305396

James P. Matuszak LV
JAMES P. MATUSZAK
WOOD COUNTY RECORDER

SIDEWALK NOTE:

THE OWNER OF EACH LOT SHALL PROVIDE FIVE (5) FOOT SIDEWALKS ALONG ALL STREET FRONTAGE WITHIN THE SUBDIVISION WHERE REQUIRED. THE SIDEWALKS WILL BE FOUR (4) INCHES IN DEPTH, EXCEPT AT DRIVES, WHERE SIX (6) INCH DEPTH WILL BE PROVIDED FOR THE FULL WIDTH OF THE DRIVE. IT IS THE DUTY OF EACH LOT OWNER, AT HIS/HER OWN EXPENSE, TO KEEP AND MAINTAIN THE SIDEWALKS ADJACENT TO HIS/HER LOT IN A GOOD AND SUFFICIENT MANNER AND TO CLEAR THE AFORESAID SIDEWALK OF SNOW, ICE, DIRT AND ANY OTHER DEBRIS WITHIN TWENTY-FOUR (24) HOURS AFTER SUCH DEPOSIT, AND THE OWNER SHALL INDEMNIFY AND HOLD THE CITY OF PERRYSBURG AND WOOD COUNTY HARMLESS FROM ANY LIABILITY TO ANY PERSON FOR HIS/HER NEGLIGENCE, FAILURE OR REFUSAL IN PERFORMING SUCH DUTY.

LEGEND

- | | |
|---|---------------------------------|
| $\oplus$ - WOOD CO. TYPE "A" MONUMENT SET | $\odot$ I.P.F. IRON PIN FOUND |
| $\oplus$ - WOOD CO. TYPE "A" MONUMENT FOUND | $\odot$ M.N.F. MAG NAIL FOUND |
| $\odot$ - ODOT RM-1.1 TYPE "C" MONUMENT SET | $\square$ MONUMENT BOX FOUND |
| | $\odot$ P.K.F. P.K. NAIL FOUND |
| | $\bullet$ D.H.S. DRILL HOLE SET |
| | $\bullet$ M.N.S. MAG NAIL SET |
| | (R) RECORD |

PLAT BOUNDARY

LOT LINE

BLDG SETBACK LINE

-RW-
RIGHT-OF-WAY

CENTERLINE OF ROAD

UTILITY EASEMENT

D.U. DRAINAGE & UTILITY EASEMENT

the **jdi** group
architects & engineers
360 W. Dussel Dr.
Maumee, OH 43537
P 419.725.7161 | F 419.725.7160

CORRECTIVE PLAT
THIS IS A CORRECTIVE PLAT, AND IS INTENDED
TO SUPERCEDE INSTRUMENT NUMBER 202302124
RECORDED ON MARCH 10, 2023

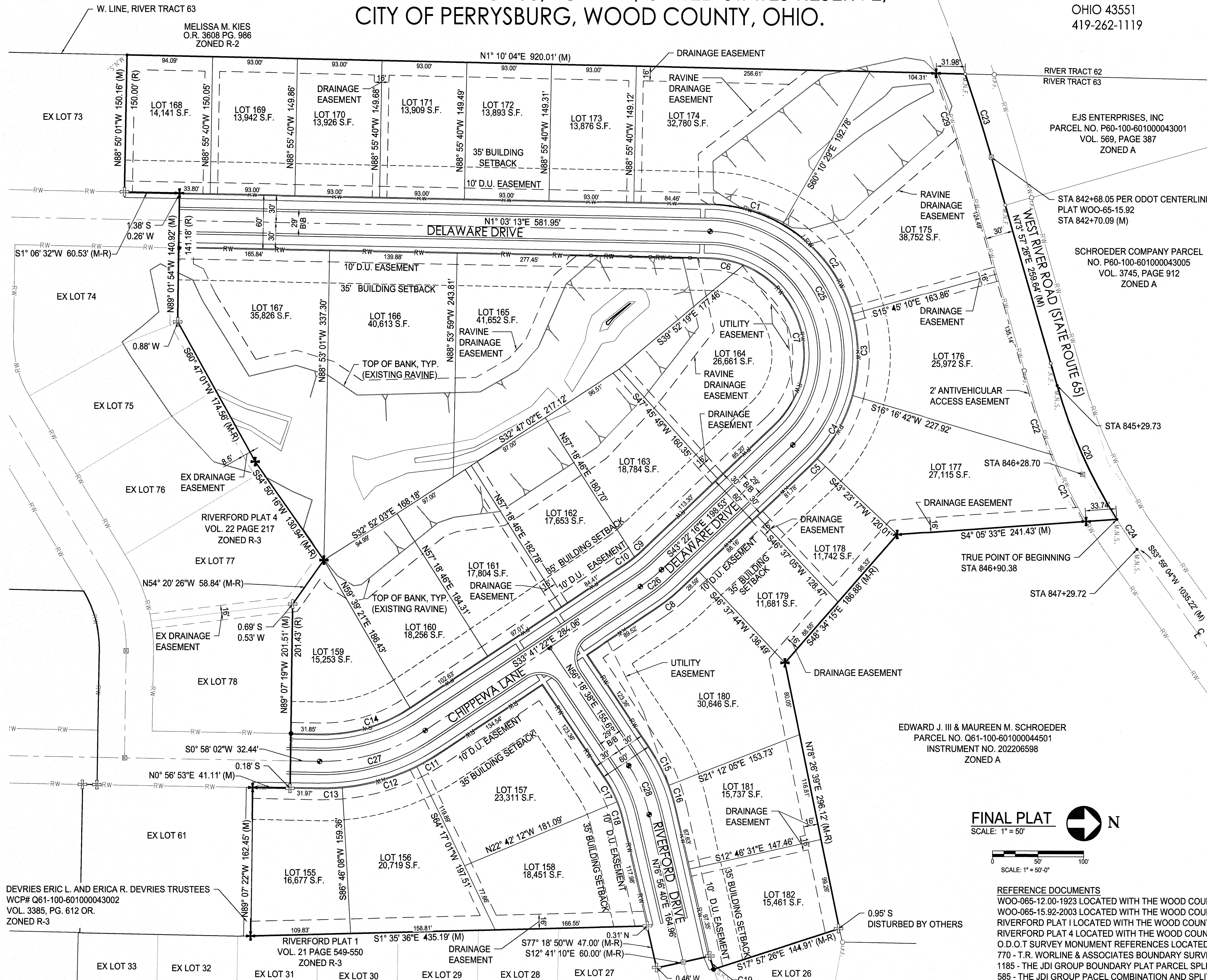
RIVERFORD PLAT ELEVEN

PART OF RIVER TRACT 63, TOWN 1, UNITED STATES RESERVE, CITY OF PERRYSBURG, WOOD COUNTY, OHIO.

DEVELOPER:
SCHROEDER PROPERTY MANAGEMENT
27024 W. RIVER ROAD PERRYSBURG,
OHIO 43551
419-262-1119

PLAT INFORMATION:
PLAT ELEVEN= LOTS 155 TO 182
TOTAL AREA= 735,917 SF
16.894 ACRES
PROPOSED ZONING= R-3

202305396
2
2
692-K



Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	82.84	165.00	28° 46' 03"	S15° 26' 30"W	81.98
C2	127.93	165.00	44° 25' 19"	S52° 02' 11"W	124.75
C3	90.23	165.00	31° 19' 51"	S89° 54' 45"W	89.11
C4	80.03	165.00	27° 47' 25"	N60° 31' 37"W	79.25
C5	9.39	165.00	3° 15' 38"	N45° 00' 05"W	9.39
C6	37.58	105.00	20° 30' 14"	S11° 18' 35"W	37.38
C7	210.87	105.00	115° 04' 02"	S79° 05' 43"W	177.18
C8	34.64	205.00	9° 40' 54"	N38° 31' 49"W	34.60
C9	11.88	145.00	4° 41' 34"	N41° 01' 29"W	11.87
C10	12.63	145.00	4° 59' 20"	N36° 11' 02"W	12.62
C11	29.61	232.50	7° 17' 53"	N30° 02' 25"W	29.59
C12	85.74	232.50	21° 07' 47"	S15° 49' 35"E	85.26
C13	25.28	232.50	6° 13' 43"	N2° 08' 50"W	25.26
C14	104.34	172.50	34° 39' 24"	N16° 21' 40"W	102.76
C15	44.76	195.00	13° 09' 09"	S62° 53' 13"W	44.66
C16	26.71	195.00	7° 50' 50"	S73° 23' 12"W	26.69
C17	28.16	135.00	11° 57' 06"	S62° 17' 11"W	28.11
C18	21.32	135.00	9° 02' 53"	S72° 47' 10"W	21.30
C19	15.00	159.72	5° 22' 45"	S74° 37' 24"W	14.99
C20	160.65	573.69	16° 02' 39"	N65° 56' 07"E	160.12
C21	81.48	603.69	7° 43' 59"	N63° 16' 59"E	81.42
C22	71.73	603.69	6° 48' 28"	N70° 33' 12"E	71.69
C23	95.47	1910.08	2° 51' 50"	N72° 30' 10"E	95.46
C24	39.34	573.69	3° 55' 43"	S55° 56' 56"W	39.33
C25	319.43	135.00	135° 34' 17"	N68° 50' 36"E	249.96
C26	29.57	175.00	9° 40' 54"	S38° 31' 49"E	29.54
C27	122.49	202.50	34° 39' 24"	S16° 21' 40"E	120.63
C28	58.16	165.51	20° 08' 00"	N67° 13' 43"E	57.86
C29	104.96	1880.08	3° 11' 55"	S72° 20' 07"W	104.95

ALTERATION OF ESTABLISHED DRAINAGE
FLOW BY OTHER THAN THE MAINTAINING
AUTHORITY IS PROHIBITED
ALL IMPROVEMENTS WILL BE
CONSTRUCTED IN ACCORDANCE WITH THE
SPECIFICATIONS OF THE CITY AND/OR
COUNTY.

POINT OF COMMENCEMENT
STA 857+64.94
RIVER TRACT 63
RIVER TRACT 64

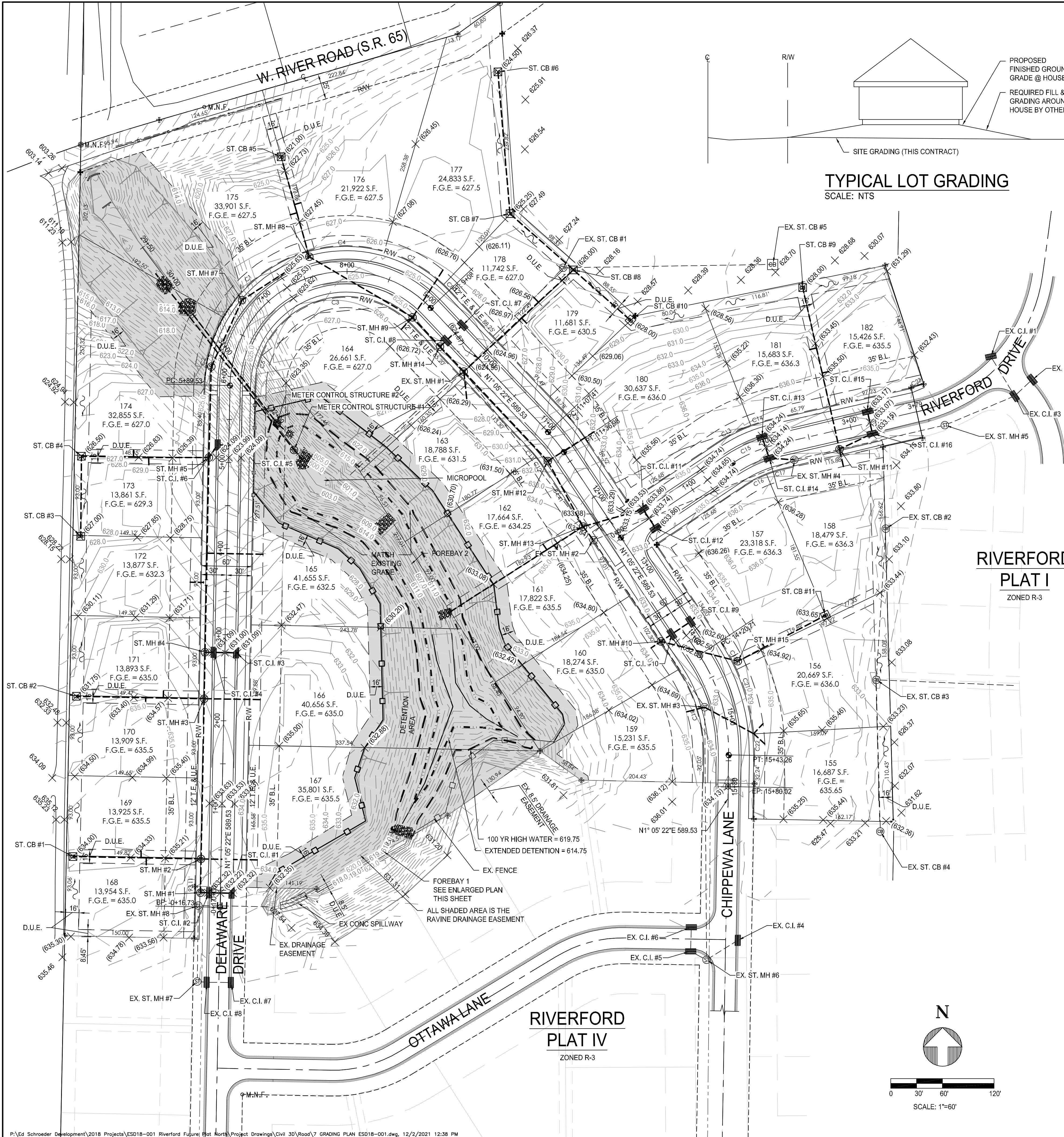
FINAL PLAT
SCALE: 1" = 50'
N
0 50' 100'
SCALE: 1" = 50'-0"

REFERENCE DOCUMENTS
WOO-065-12.00-1923 LOCATED WITH THE WOOD COUNTY ENGINEER'S OFFICE
WOO-065-15.92-2003 LOCATED WITH THE WOOD COUNTY ENGINEER'S OFFICE
RIVERFORD PLAT 1 LOCATED WITH THE WOOD COUNTY ENGINEER'S OFFICE
RIVERFORD PLAT 4 LOCATED WITH THE WOOD COUNTY ENGINEER'S OFFICE
O.D.O.T SURVEY MONUMENT REFERENCES LOCATED WITH O.D.O.T DISTRICT 2 OFFICE
770 - T.R. WORLINE & ASSOCIATES BOUNDARY SURVEY DATED 01-28-2003, REVISED 01-31-2003
1185 - THE JDI GROUP BOUNDARY PLAT PARCEL SPLIT DATED 02-14-2020
585 - THE JDI GROUP PACEL COMBINATION AND SPLIT DATED 04-06-2022

thejdi group
architects & engineers
360 W. Dussel Dr.
Maumee, OH 43537
P 419.725.7161 F 419.725.7160
2
2

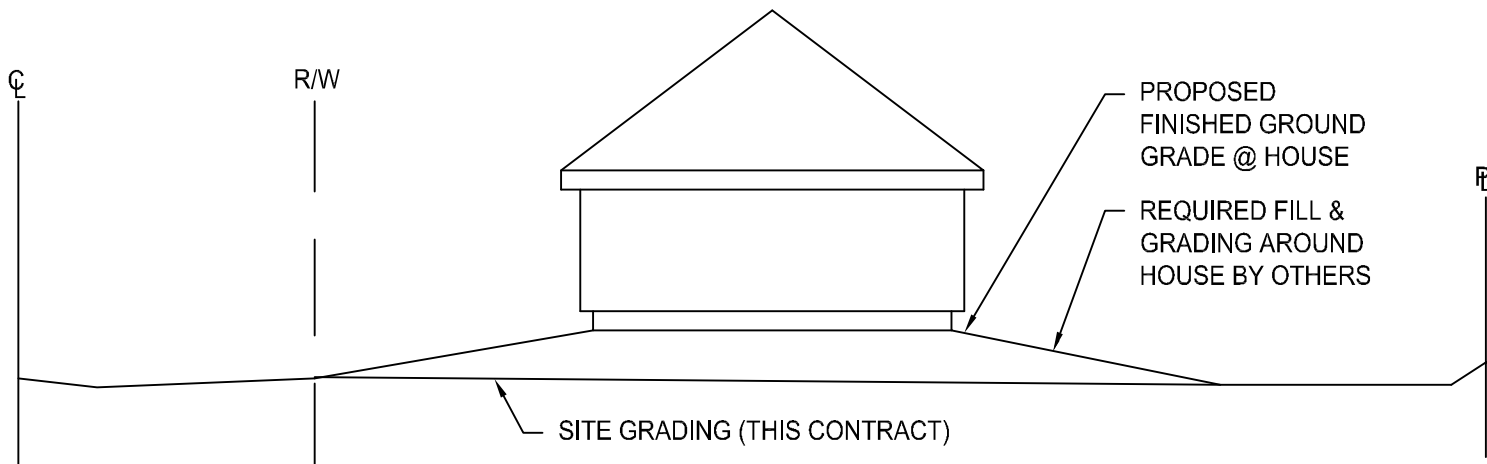
692-K

DEVRIES ERIC L. AND ERICA R. DEVRIES TRUSTEES
WCP# Q61-100-601000043002
VOL. 3385, PG. 612 OR.
ZONED R-3

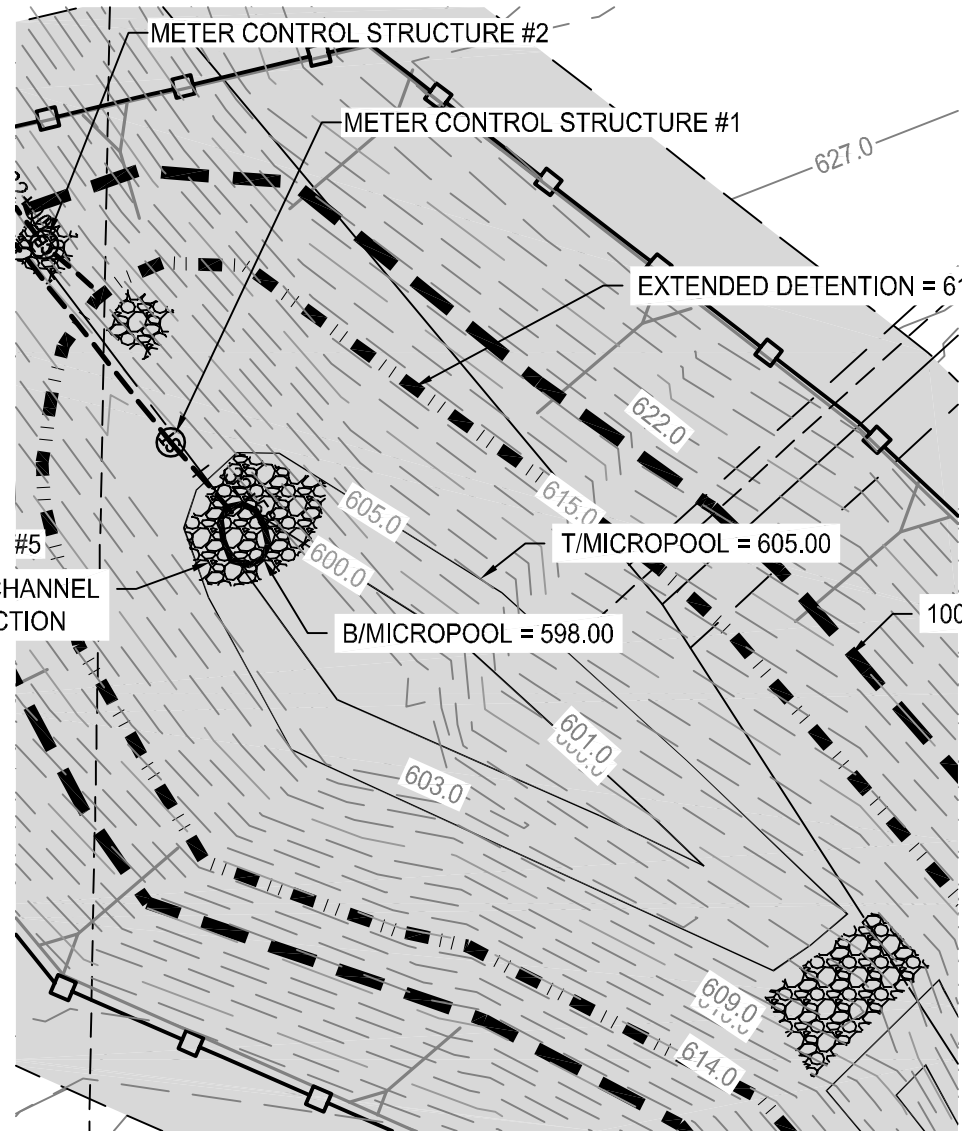


**RIVERFORD
PLAT I**
ZONED R-3

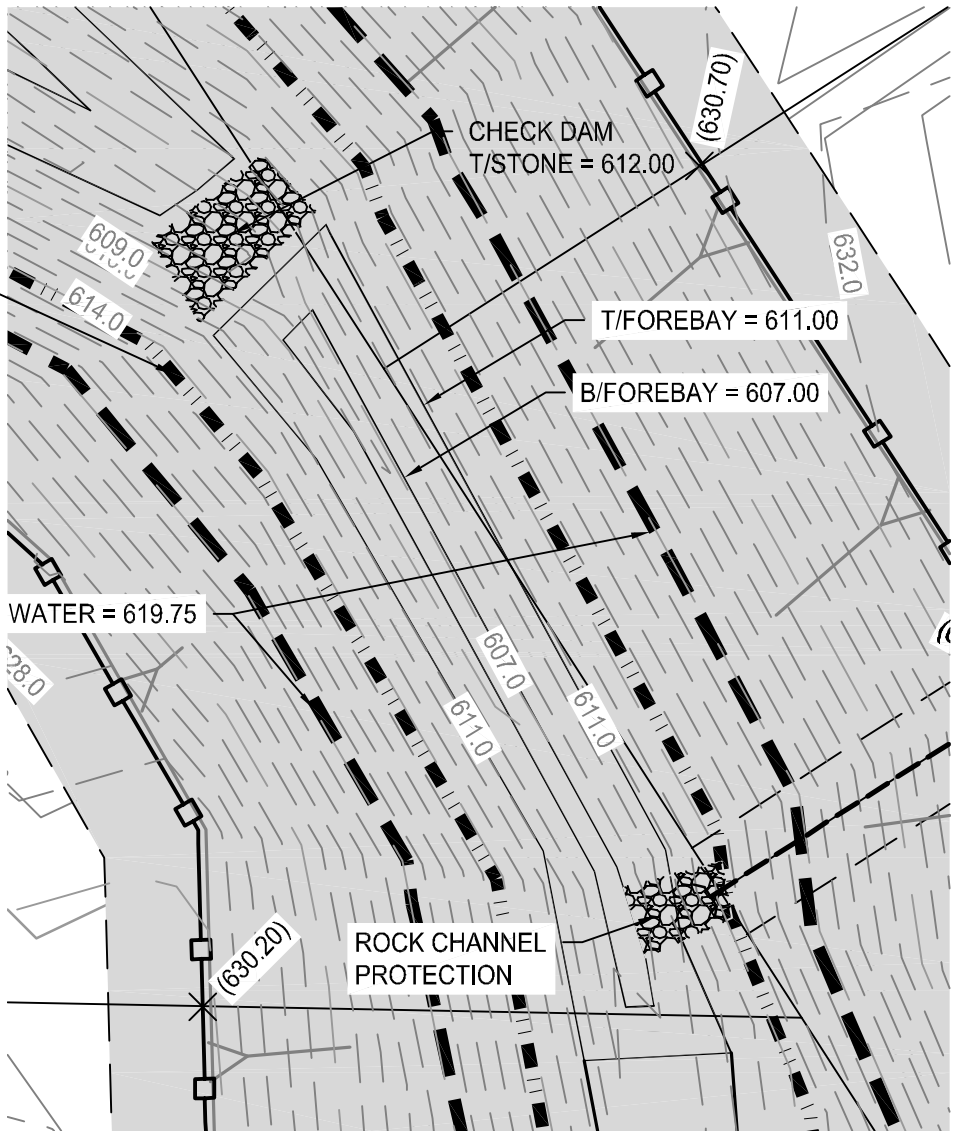
TYPICAL LOT GRADING
SCALE: NTS



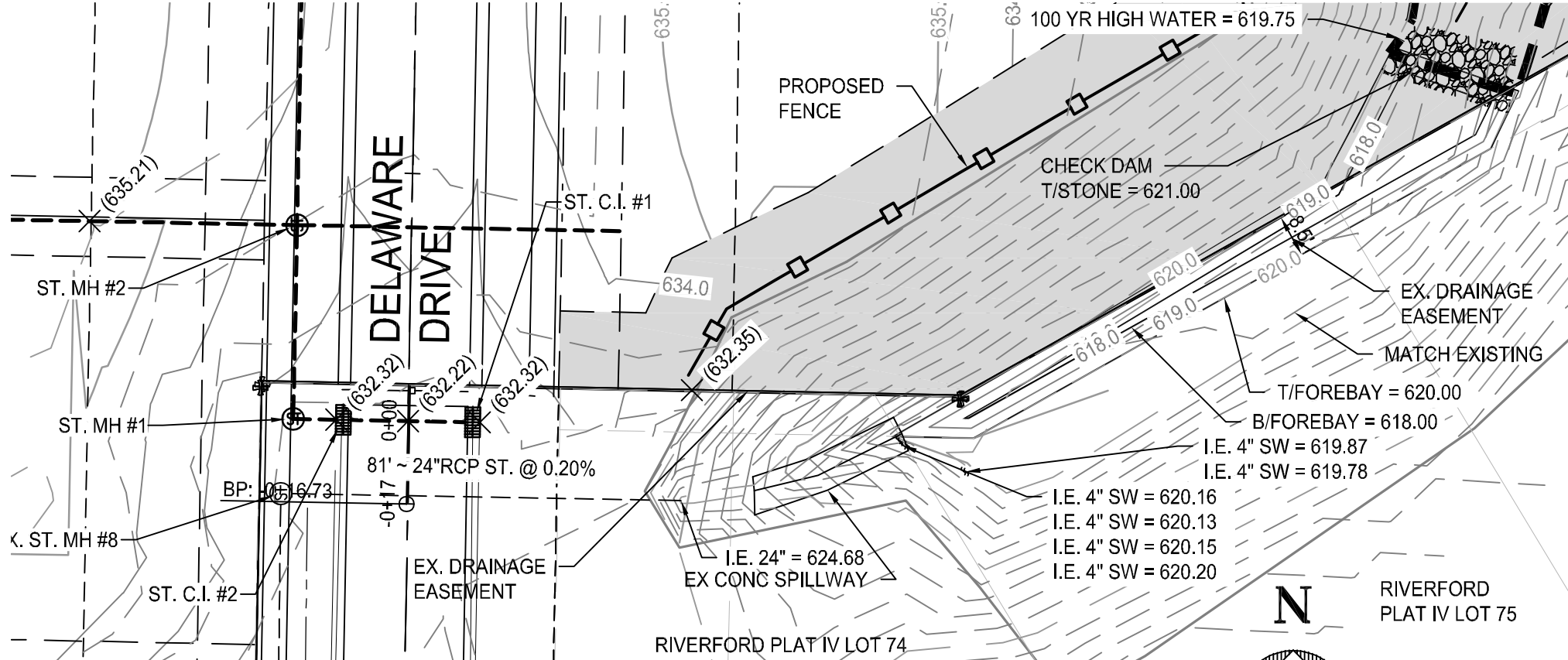
Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	127.93	165.00	44.42	S52° 02' 11"W	124.75
C2	82.84	165.00	28.77	S15° 26' 30"W	81.98
C3	210.87	105.00	115.07	S79° 05' 43"W	177.18
C4	90.23	165.00	31.33	S89° 54' 45"W	89.11
C5	37.58	105.00	20.50	S11° 18' 35"W	37.38
C6	319.43	135.00	135.57	S68° 50' 36"W	249.96
C7	80.03	165.00	27.79	N60° 31' 37"W	79.25
C8	9.39	165.00	3.26	N45° 00' 05"W	9.39
C9	34.64	205.00	9.68	N38° 31' 49"W	34.60
C10	29.57	175.00	9.68	N38° 31' 49"W	29.54
C11	11.88	145.00	4.69	N41° 01' 29"W	11.87
C12	12.63	145.00	4.99	N36° 11' 02"W	12.62
C13	44.76	195.00	13.15	S62° 53' 13"W	44.66
C14	26.71	195.00	7.85	S73° 23' 12"W	26.69
C15	58.16	165.51	20.13	S67° 13' 43"W	57.86
C16	28.16	135.00	11.95	S62° 17' 11"W	28.11
C17	21.32	135.00	9.05	S72° 47' 10"W	21.30
C18	29.61	232.50	7.30	N30° 02' 25"W	29.59
C19	104.34	172.50	34.66	N16° 21' 40"W	102.76
C20	122.49	202.50	34.66	N16° 21' 40"W	120.63
C21	85.74	232.50	21.13	S15° 49' 35"E	85.26
C22	25.28	232.50	6.23	N2° 08' 50"W	25.26
C23	15.00	159.74	5.38	S74° 38' 48"W	14.99
C24	95.47	1910.08	2.86	N72° 30' 10"E	95.46



MICROPOOL - 10,401 CF
SCALE: 1" = 30'



FOREBAY 2 - 6,098 CF
SCALE: 1" = 30'



FOREBAY 1 - 4,487 CF
SCALE: 1" = 30'

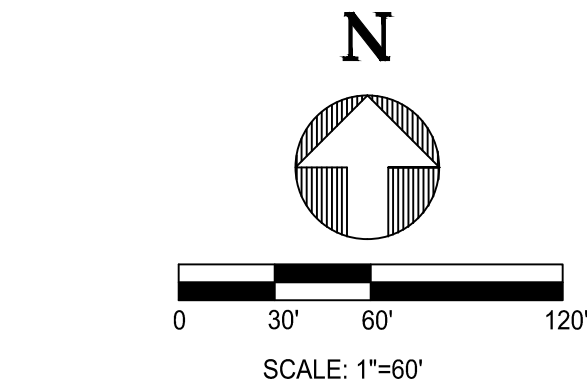
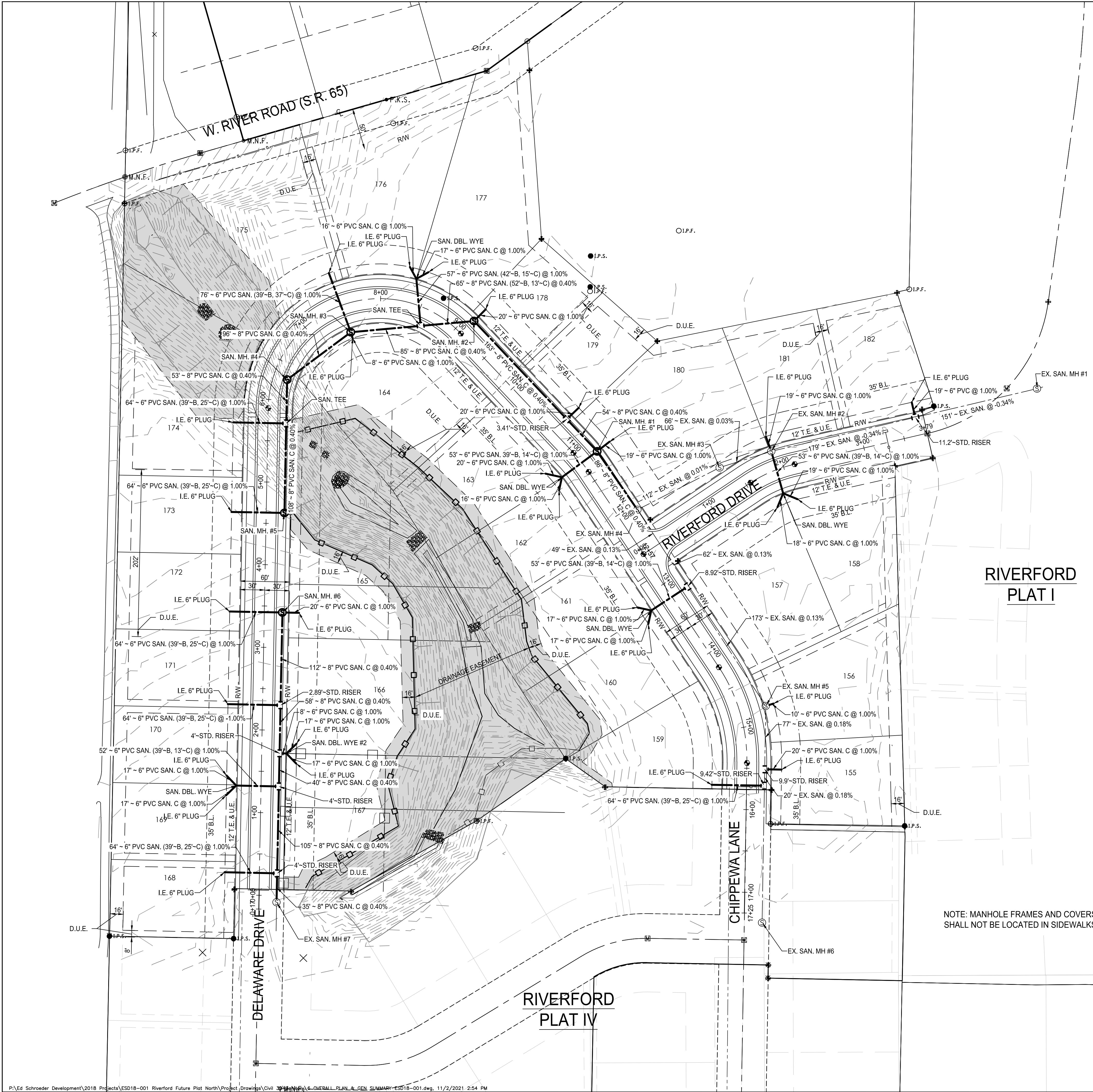
RIVERFORD PLAT ELEVEN
PERRYSBURG, OHIO

thegroup
architects & engineers
360 W. Dussel Dr.
Moumou, OH 43537
P: 419.725.7161 F: 419.725.7160

PAVEMENT AND DRAINAGE PLANS FOR
**SCHROEDER
COMPANY**
27024 W. RIVER ROAD
PERRYSBURG, OHIO
ESD18-001

DATE: 02/19/21
ISSUED FOR: 3RD CITY REVIEW
DATE: 11/05/21
ISSUED FOR: 2ND CITY REVIEW
DATE: 05/28/21
ISSUED FOR: CITY REVIEW
DATE: 02/19/21
DRAWN BY: SMZ
CHECKED BY: TRW

SITE GRADING PLAN



GENERAL SUMMARY			
ITEM	QUANT.	UNIT	DESCRIPTION
			SANITARY
603	471	L.F.	6" San. Conduit Type B
603	658	L.F.	6" San. Conduit Type C
603	52	L.F.	8" San. Conduit Type B
603	1013	L.F.	8" San. Conduit Type C
603	27	Each	6" San. Plug
603	6	Each	6" Dbl. Wye
604	11	Each	6" On 8" Tee
604	6	Each	Sanitary Manhole

STRUCTURE TABLE	
STRUCTURE NAME:	DETAILS:
EX. SAN. MH #1 5+20.23, 22.17 LT.	RIM = 632.68 I.E. 10" W = 612.50 I.E. 10" E = 612.51
EX. SAN. MH #2 1+92.61, 23.00 LT. CONVERT TO DROP	RIM = 634.20 I.E. 10" W = 613.79 I.E. 10" E = 613.62 NEW I.E. 6" S = 624.87 NEW I.E. 6" N = 624.82
EX. SAN. MH #3 1+34.74, 36.04 LT.	RIM = 634.53 I.E. 10" SW = 613.85 I.E. 10" E = 613.81
EX. SAN. MH #4 12+07.76, 23.68 LT.	RIM = 634.63 I.E. 10" NE = 613.84 I.E. 10" SE = 614.07 NEW I.E. 8" NW = 613.84
EX. SAN. MH #5 14+82.71, 32.12 LT. CONVERT TO DROP	ADJUST RIM TO 633.90 I.E. 10" S = 614.49 NEW I.E. 6" S = 624.92 I.E. 10" NW = 614.44
EX. SAN. MH #6 17+36.39, 21.78 LT.	RIM = 633.45 I.E. 10" N = 614.96
EX. SAN. MH #7 -0+8.12, 21.48 RT.	RIM = 631.85 NEW I.E. 8" N = 618.73 I.E. 8" S = 618.73
SAN. MH. #1 11+23.68, 22.85 LT.	RIM = 630.83 I.E. 6" NE = 625.90 I.E. 8" NW = 614.18 I.E. 6" SW = 620.87 I.E. 8" SE = 614.18
SAN. MH. #2 9+08.88, 22.00 LT.	RIM = 625.04 I.E. 8" W = 615.05 I.E. 6" NE = 616.05 I.E. 8" SE = 615.05
SAN. MH. #3 7+51.04, 34.37 RT.	RIM = 626.23 I.E. 8" SW = 615.65 I.E. 6" S = 616.94 I.E. 6" N = 615.65 I.E. 8" E = 615.65
SAN. MH. #4 6+29.95, 17.02 RT.	RIM = 624.96 I.E. 8" S = 616.03 I.E. 8" NE = 616.03
SAN. MH. #5 4+63.00, 22.07 RT.	RIM = 625.06 I.E. 6" W = 617.00 I.E. 8" N = 616.68
SAN. MH. #6 3+42.56, 21.91 RT.	RIM = 629.17 I.E. 6" E = 621.13 I.E. 6" W = 621.13 I.E. 8" S = 620.13

NOTE: MANHOLE FRAMES AND COVERS AND VALVE BOXES SHALL NOT BE LOCATED IN SIDEWALKS OR DRIVEWAYS.

RIVERFORD PLAT ELEVEN

PERRYSBURG, OHIO

the group

architects & engineers

360 W. Dussel Dr.
Perrysburg, Ohio 43067
PH 419.252.7161 | F 419.252.7160

SANITARY SEWER PLANS FOR

SCHROEDER COMPANY

27024 W. RIVER ROAD
PERRYSBURG, OHIO
ESD18-001

DATE
ISSUED FOR
DATE
ISSUED FOR
DATE
ISSUED FOR
DATE
ISSUED FOR

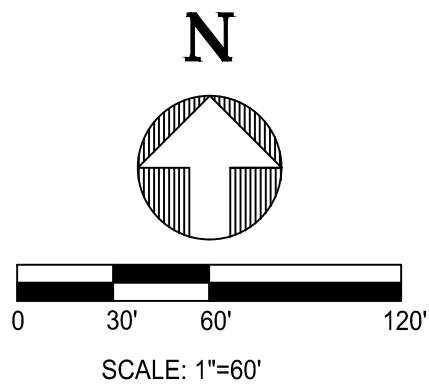
DATE
ISSUED FOR
DATE
ISSUED FOR
DATE
ISSUED FOR
DATE
ISSUED FOR

DATE
ISSUED FOR
DATE
ISSUED FOR
DATE
ISSUED FOR
DATE
ISSUED FOR

DATE
ISSUED FOR
DATE
ISSUED FOR
DATE
ISSUED FOR
DATE
ISSUED FOR

GENERAL SUMMARY

6



ITEM	QUANT.	UNIT	DESCRIPTION
638	1754	L.F.	8" PVC Type B Water Main (AWWA C900)
638	92	L.F.	8" PVC Type C Water Main (AWWA C900)
638	3	Each	8" PLUG REMOVED
638	6	Each	HYDRANT ASSEMBLY - PARALLEL TO MAIN
638	1	Each	8" x 8" x 8" TEE
638	3	Each	8" ~ 11.25° BEND
638	2	Each	8" ~ 22.5° BEND
638	5	Each	8" ~ 45° BEND
638	4	Each	MAIN LINE VALVE (8" GATE)
638	812	L.F.	1" COPPER SERVICE
638	28	Each	1" SERVICE CONNECTION

NOTE: VALVE BOX, HYDRANTS, ETC. SHALL NOT BE LOCATED IN SIDEWALKS OR DRIVEWAYS
ALL TAPS TO BE MADE BY CITY OF PERRYSBURG.

ORDINANCE 46-2024

ACCEPTING STREETS, ALLEYS, AND GREEN SPACE PER CODIFIED ORDINANCE §1295.07 (SANCTUARY IN THE WOODS PLAT 5); AND DECLARING AN EMERGENCY

WHEREAS, Codified Ordinance §1295.07 requires that dedication of certain improvements within subdivisions be accepted by ordinance; and

WHEREAS, the streets, alleys, green spaces, and other improvements in various subdivisions, as summarized on Exhibit A, (Sanctuary in the Woods Plat 5) have been completed to the satisfaction of the City of Perrysburg, Ohio, and such improvements have been offered for dedication and now should be accepted and dedicated; and

WHEREAS, the value of the property includes but is not limited to:

Sanitary	1,376 linear feet	\$114,000.00
Water	860 linear feet	\$38,000.00
Roadway	878 linear feet	\$130,000.00
Storm	2,159 linear feet	\$126,950.00

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

SECTION 1. In conformity with Codified Ordinance §1295.07 and all otherwise applicable law, the City of Perrysburg, Ohio, hereby accepts for dedication the streets, alleys, green spaces, and other improvements of the subdivisions listed on Exhibit A, (Sanctuary in the Woods Plat 5) which is attached hereto and incorporated as if fully restated herein.

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

SECTION 3. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of the citizens of the City of Perrysburg, Wood County, Ohio, in order to avoid any confusion regarding rights, duties, and obligations with respect to the subject infrastructure, 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

SANCTUARY IN THE WOODS PLAT FIVE

202214173 167 F

PART OF RIVER TRACT 60 AND PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWN 1, UNITED STATES RESERVE OF THE TWELVE (12) MILE SQUARE AT THE FOOT OF THE RAPIDS OF THE MIAMI OF LAKE ERIE CITY OF PERRYSBURG, WOOD COUNTY, OHIO

LEGAL DESCRIPTION

A PARCEL OF LAND BEING PART OF RIVER TRACT (SIXTY) 60 AND PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWN ONE (1), UNITED STATES RESERVE OF THE TWELVE MILE SQUARE AT THE FOOT OF THE RAPIDS OF THE MIAMI OF LAKE ERIE, IN THE CITY OF PERRYSBURG, WOOD COUNTY, OHIO SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF RIVER TRACT (SIXTY) 60, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SECTION FOURTEEN (14), SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE SANCTUARY PLAT ONE AS RECORDED IN VOLUME 21, PAGES 684 AND 685, WOOD COUNTY PLAT RECORDS AND THE SOUTHEAST CORNER CARRINGTON WOODS, AS RECORDED IN VOLUME 21, PAGES 391 & 392, WOOD COUNTY PLAT RECORDS;

THENCE IN A NORTHERLY DIRECTION ALONG THE WEST LINE OF RIVER TRACT (SIXTY) 60 AND THE EAST LINE OF RIVER TRACT FIFTY-NINE (59), HAVING A BEARING OF NORTH ONE (01) DEGREE, TWO (02) MINUTES, THIRTY-NINE (39) SECONDS WEST, SAID LINE ALSO BEING THE EAST LINE OF SAID CARRINGTON WOODS, A DISTANCE OF THREE AND FORTY-NINE HUNDREDTHS (3.49') FEET TO THE INTERSECTION OF THE SOUTH LINE OF SANCTUARY IN THE WOODS PLAT FOUR, AS RECORDED IN VOLUME 23, PAGES 713 & 714 WOOD COUNTY PLAT RECORDS, SAID POINT OF INTERSECTION BEING MARKED WITH A FOUND CONCRETE MONUMENT;

THENCE NORTH EIGHT-EIGHT (88) DEGREES, FORTY-SIX (46) MINUTES, TWENTY-SIX (26) SECONDS EAST, ALONG THE SOUTH LINE OF SANCTUARY IN THE WOODS PLAT FOUR, PASSING THROUGH A FOUND CONCRETE MONUMENT AT EIGHT HUNDRED ONE AND SEVENTY-SIX HUNDREDTHS (801.76) FEET, A TOTAL DISTANCE OF EIGHT HUNDRED TWENTY-ONE AND FIFTY-ONE HUNDREDTHS (821.51') FEET TO A POINT, SAID POINT BEING MARKED WITH A SET CONCRETE MONUMENT;

THENCE SOUTH SIX (06) DEGREES, FORTY-TWO (42) MINUTES, ONE (01) SECOND EAST, ALONG A LINE, A DISTANCE OF TWO HUNDRED FORTY-TWO AND TWENTY-TWO HUNDREDTHS (242.22) FEET TO A POINT, SAID POINT BEING MARKED WITH A SET CONCRETE MONUMENT;

THENCE SOUTH ZERO (00) DEGREES, FIFTY-FIVE (55) MINUTES, EIGHT (08) SECONDS EAST, ALONG A LINE, A DISTANCE OF TWO HUNDRED THIRTY-NINE AND SIXTY-FOUR HUNDREDS (239.64') FEET TO A POINT, SAID POINT BEING MARKED WITH A SET CONCRETE MONUMENT;

THENCE SOUTH EIGHT-NINE (89) DEGREES, FOUR (04) MINUTES, THIRTY-NINE (39) SECONDS WEST, ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF SANCTUARY IN THE WOODS PLAT THREE, AS RECORDED IN VOLUME 23, PAGES 584 AND 585 WOOD COUNTY PLAT RECORDS, AND ALSO ALONG THE NORTH LINE OF SANCTUARY IN THE WOODS PLAT THREE, PASSING THROUGH A FOUND CONCRETE MONUMENT AT A DISTANCE OF THREE HUNDRED NINETY AND SEVENTEEN HUNDREDTHS (394.17') FEET AT THE INTERSECTION OF THE WEST LINE OF SANCTUARY IN THE WOODS PLAT THREE, A TOTAL DISTANCE OF SIX HUNDRED FORTY-FOUR AND SEVENTEEN HUNDREDTHS (644.17') FEET TO THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF HUNTING CREEK DRIVE, SAID POINT OF INTERSECTION BEING MARKED WITH A FOUND CONCRETE MONUMENT;

THENCE SOUTH ZERO (00) DEGREES, THIRTY-FOUR (34) MINUTES, FORTY-TWO (42) SECONDS EAST, ALONG THE WEST RIGHT-OF-WAY LINE OF HUNTING CREEK DRIVE, A DISTANCE OF 31.08 FEET TO THE INTERSECTION OF THE NORTH LINE SANCTUARY IN THE WOODS PLAT THREE, SAID POINT OF INTERSECTION BEING MARKED WITH A FOUND CONCRETE MONUMENT;

THENCE SOUTH EIGHT-NINE (89) DEGREES, NINETEEN (19) MINUTES TWENTY-SEVEN (27) SECONDS WEST ALONG THE SANCTUARY IN THE WOODS PLAT THREE, A DISTANCE OF TWO HUNDRED FOUR AND NINETY-EIGHT HUNDREDTHS (204.98') FEET TO THE INTERSECTION OF THE EAST LINE OF SANCTUARY PLAT ONE, SAID POINT OF INTERSECTION BEING MARKED WITH A FOUND CONCRETE MONUMENT;

THENCE NORTH ZERO (00) DEGREES, THIRTY-ONE (31) MINUTES, THIRTY-FIVE (35) SECONDS WEST ALONG THE EAST LINE OF SANCTUARY PLAT ONE, A DISTANCE OF FIVE HUNDRED THREE AND ZERO HUNDREDTHS (503.00') FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINING AN AREA OF 408,877 SQUARE FEET OR 9.387 ACRES OF LAND, MORE OR LESS. ALL WITHIN TAX PARCEL NUMBER Q61-100-140000005000.

THE BEARINGS USED HEREON ARE BASED ON AN ASSUMED MERIDIAN AND ARE FOR THE EXPRESS PURPOSE OF CALCULATING ANGULAR MEASUREMENTS.

SAID SET CONCRETE MONUMENTS BEING 6" IN DIAMETER & 30" IN LENGTH WITH A 2" ALUMINUM CAP, STAMPED "ESA LLC" WITH "+" PUNCH AND IRON PIN.

THE ABOVE DESCRIPTION IS BASED ON A SURVEY PERFORMED UNDER MY SUPERVISION DURING JANUARY 2022.

PRIOR DEED REFERENCE OFFICIAL RECORD 202212832, WOOD COUNTY DEED RECORDS.

PREPARED BY:

FELLER, FINCH & ASSOCIATES, INC.

D. EDWARD THORNTON, P. S.
PROFESSIONAL SURVEYOR NO. 7827

OWNER'S CERTIFICATION

WE, THE UNDERSIGNED, OWNERS OF THE PROPERTY HEREIN DESCRIBED, DO HEREBY ADOPT THIS SUBDIVISION INTO LOTS AS SHOWN, ESTABLISH SETBACK LINES AS SHOWN AND DEDICATE TO THE CITY OF PERRYSBURG FOR PUBLIC USE THE STREETS AND RIGHT-OF-WAY AS SHOWN. I, (WE). DO FURTHER GRANT TO THE CITY OF PERRYSBURG EASEMENTS AS SHOWN HERON AND DESIGNATED AS "UTILITY". "DRAINAGE" AND "SANITARY" FOR THE PURPOSE OF PERMITTING THE CONSTRUCTION, INSTALLATION, RELOCATION AND/OR MAINTENANCE OF PUBLIC OR QUASI-PUBLIC UTILITY FACILITIES THEREON. SAID DEDICATION OF RIGHT-OF-WAY AND GRANTING OF EASEMENTS SHALL INCLUDE THE CONVEYANCE OF ALL WATER, SANITARY SEWER AND STORM SEWER FACILITIES LOCATED HEREIN. MAINTENANCE SHALL INCLUDE THE RIGHT TO REMOVE ANY STRUCTURES, BRANCHES OR OTHER GROWTH OR OBSTRUCTIONS OF ANY KIND THAT MIGHT INTERFERE WITH CONSTRUCTION, MAINTENANCE, OR SAFE OPERATION OF UTILITY LINES OR DRAINAGE FACILITIES.

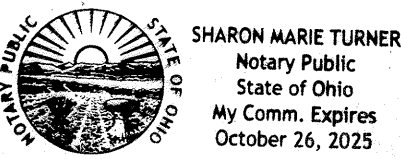
WE FURTHER CERTIFY THAT WE WILL IMPROVE THIS SUBDIVISION WITH THE FOLLOWING IMPROVEMENTS: WATER, SANITARY SEWERS, STORM SEWERS, SIDEWALKS, STREET TREES, STREET SIGNS, STREET LIGHTS AND PAVEMENT, AS SHOWN ON PLANS ON FILE WITH THE CITY OF PERRYSBURG.

WITNESSES: RETREAT ASSOCIATES, INC.

By Richard A. Wehrle
RICHARD A. WEHRLE, PRESIDENT
RETREAT ASSOCIATES, INC.

JEFF H. RUCH
LUCAS HERTZFELD
STATE OF OHIO }
COUNTY OF LUCAS } SS

ON THIS 23RD DAY OF SEPTEMBER, 2022, BEFORE ME PERSONALLY APPEARED RICHARD A. WEHRLE, WHO ACKNOWLEDGED THE SIGNING OF THIS TO BE HIS FREE ACT AND DEED FOR THE PURPOSE HEREON MENTIONED. WITNESS MY HAND AND SEAL THE DAY AND YEAR ABOVE WRITTEN.



Sharon M. Turner
NOTARY PUBLIC IN AND FOR LUCAS COUNTY, OHIO
MY COMMISSION EXPIRES 10-26-25

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT DURING JANUARY, 2022 WE SURVEYED THE PROPERTY, HEREON DESCRIBED, SUBDIVIDING THE SAME INTO LOTS NUMBERED 76 TO 90, BOTH INCLUSIVE. DISTANCES ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF. CONCRETE MONUMENTS MARKED THUS ✖, HAVE BEEN FOUND, CONCRETE MONUMENTS MARKED THUS ✱, SHALL SET EITHER AT EACH CHANGE IN DIRECTION OF THE BOUNDARY OF THE PLAT OR ON OFFSETS AND REFERENCED THERETO. IRON REBARS SHALL BE SET AT ALL POINTS MARKED THUS ● AND AT ALL OTHER LOT CORNERS AND CHANGES IN DIRECTION OF THE RIGHT-OF-WAY. ADDITIONAL MONUMENTS MARKED THUS ◆ ARE TO BE SET AFTER THE STREET IMPROVEMENTS HAVE BEEN MADE.

D. Edward Thornton, P. S.
PROFESSIONAL SURVEYOR NO. 7827
Sept 23, 2022
DATE

OFFICE OF THE MUNICIPAL PLANNING COMMISSION OF PERRYSBURG:

THIS PLAT IS APPROVED BY THE MUNICIPAL PLANNING COMMISSION OF PERRYSBURG, OHIO, ON THIS 29 DAY OF September, 2022

John Wellsstein
CHAIRPERSON
ANDY LORENZ

OFFICE OF THE WOOD COUNTY RECORDER:

THIS PLAT WAS FILED FOR RECORD THIS 25 DAY OF October, 2022 AT 9:13 A.M. O'CLOCK. RECORDED IN VOLUME, PAGE(S) 172.80

James P. Matuszak
WOOD COUNTY RECORDER

OFFICE OF THE WOOD COUNTY AUDITOR:

THIS PLAT HAS BEEN SUBMITTED FOR APPRAISEMENT THIS 24 OF October, 2022

Matthew Oestreich
WOOD COUNTY AUDITOR

OFFICE OF THE PUBLIC SERVICE DIRECTOR, PERRYSBURG, OHIO:

THIS PLAT IS APPROVED BY THE PUBLIC SERVICE DIRECTOR OF PERRYSBURG, OHIO, ON THIS 26 DAY OF September, 2022

Rob Ross
PUBLIC SERVICE DIRECTOR, CITY OF PERRYSBURG

TOLEDO EDISON CO. UNDERGROUND UTILITY EASEMENT

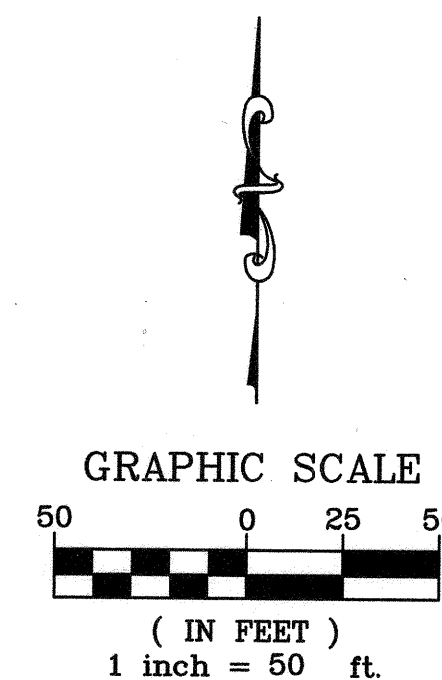
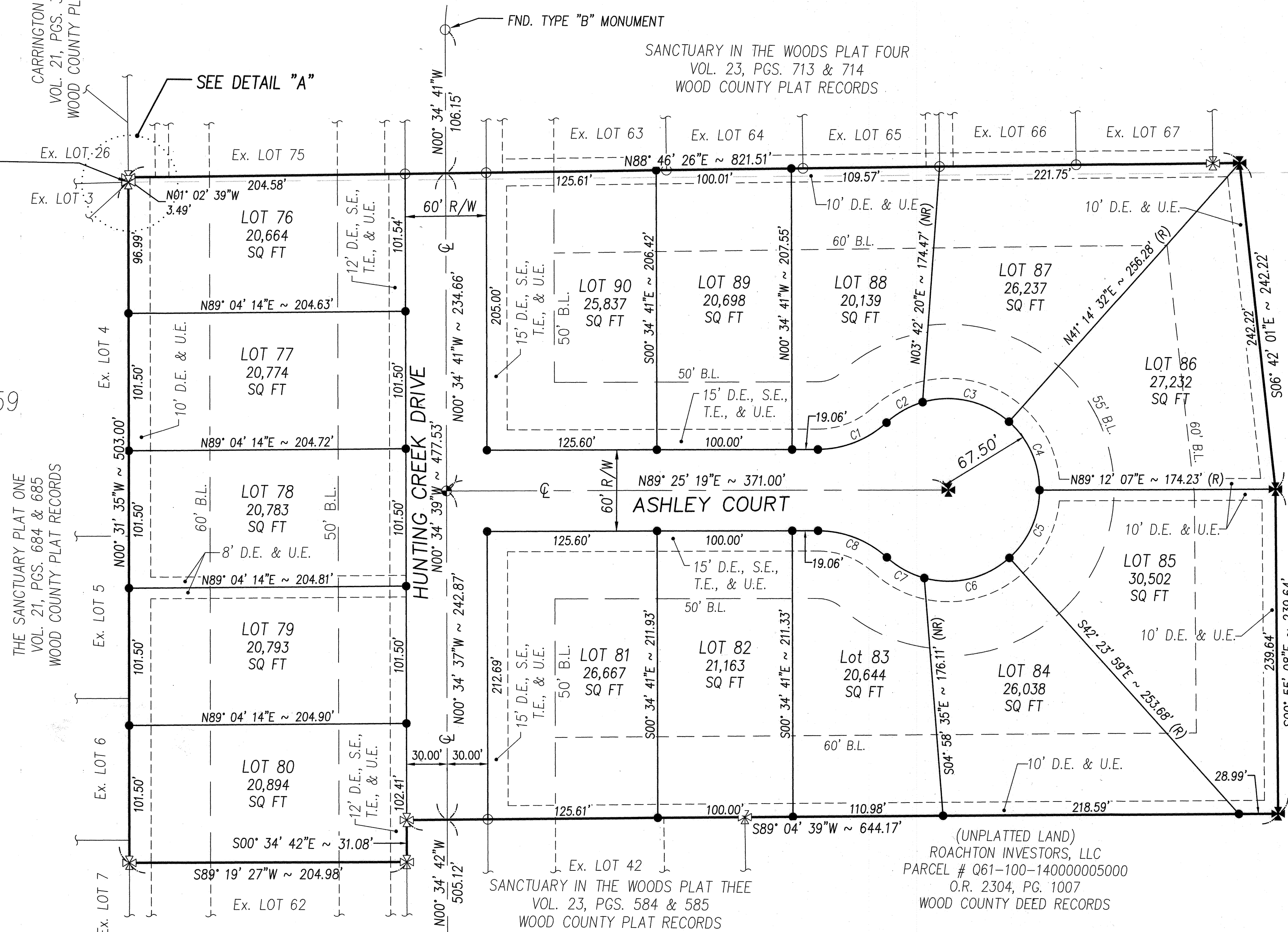
WE, LOUISVILLE TITLE AGENCY FOR N.W. OHIO, INC., TRUSTEE, OWNERS OF THE HEREON PLATTED LAND, DO HEREBY GRANT UNTO THE TOLEDO EDISON COMPANY, THEIR SUCCESSORS AND ASSIGNS (HEREINAFTER REFERRED TO AS THE GRANTEE) A NON-EXCLUSIVE, PERMANENT RIGHT-OF-WAY AND EASEMENT TWELVE (12) FEET IN WIDTH UNDER, OVER AND THROUGH ALL LOTS AND ALL LAND SHOWN HEREON AND PARALLEL WITH AND CONTIGUOUS TO ALL STREET LINES, TO CONSTRUCT, PLACE, OPERATE, MAINTAIN, REPAIR, RECONSTRUCT AND RELOCATE SUCH UNDERGROUND ELECTRIC CABLES, DUCTS, CONDUITS, ABOVE GRADE TRANSFORMERS, PEDESTALS, BOX PADS AND OTHER FACILITIES AS ARE DEEMED NECESSARY OR CONVENIENT BY THE GRANTEE FOR DISTRIBUTING AND TRANSMITTING ELECTRICITY, FOR PUBLIC AND PRIVATE USE OF SUCH LOCATIONS AS GRANTEE MAY DETERMINE, UPON, WITHIN AND ACROSS THE EASEMENT PREMISES. SAID EASEMENT RIGHTS SHALL INCLUDE THE RIGHT, WITHOUT LIABILITY THEREFORE, TO REMOVE TREES AND LANDSCAPING INCLUDING LAWNS WITHIN AND WITHOUT SAID EASEMENT PREMISE WHICH MAY INTERFERE WITH THE INSTALLATION, MAINTENANCE, REPAIR, OR OPERATION OF ELECTRIC CURRENT AND WITH THE RIGHT OF ACCESS, INGRESS AND EGRESS TO AND FROM ANY OF THE WITHIN DESCRIBED PREMISES FOR EXERCISING ANY OF THE PURPOSES OF THIS RIGHT-OF-WAY AND EASEMENT GRANT. ALL LOTS AND ALL LANDS SHALL BE RESTRICTED TO UNDERGROUND UTILITY SERVICE.

SANCTUARY IN THE WOODS PLAT FIVE

PART OF RIVER TRACT 60 AND PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWN 1, UNITED STATES RESERVE OF THE TWELVE (12) MILE SQUARE AT THE FOOT OF THE RAPIDS OF THE MIAMI OF LAKE ERIE
CITY OF PERRYSBURG, WOOD COUNTY, OHIO

SOUTHWEST CORNER OF RIVER TRACT 60, AND THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 14, AND THE NORTHEAST CORNER OF THE SANCTUARY PLAT 1, AND THE SOUTHEAST CORNER OF LOT 26 IN CARRINGTON WOODS.
(FOUND CONCRETE MONUMENT)
POINT OF BEGINNING

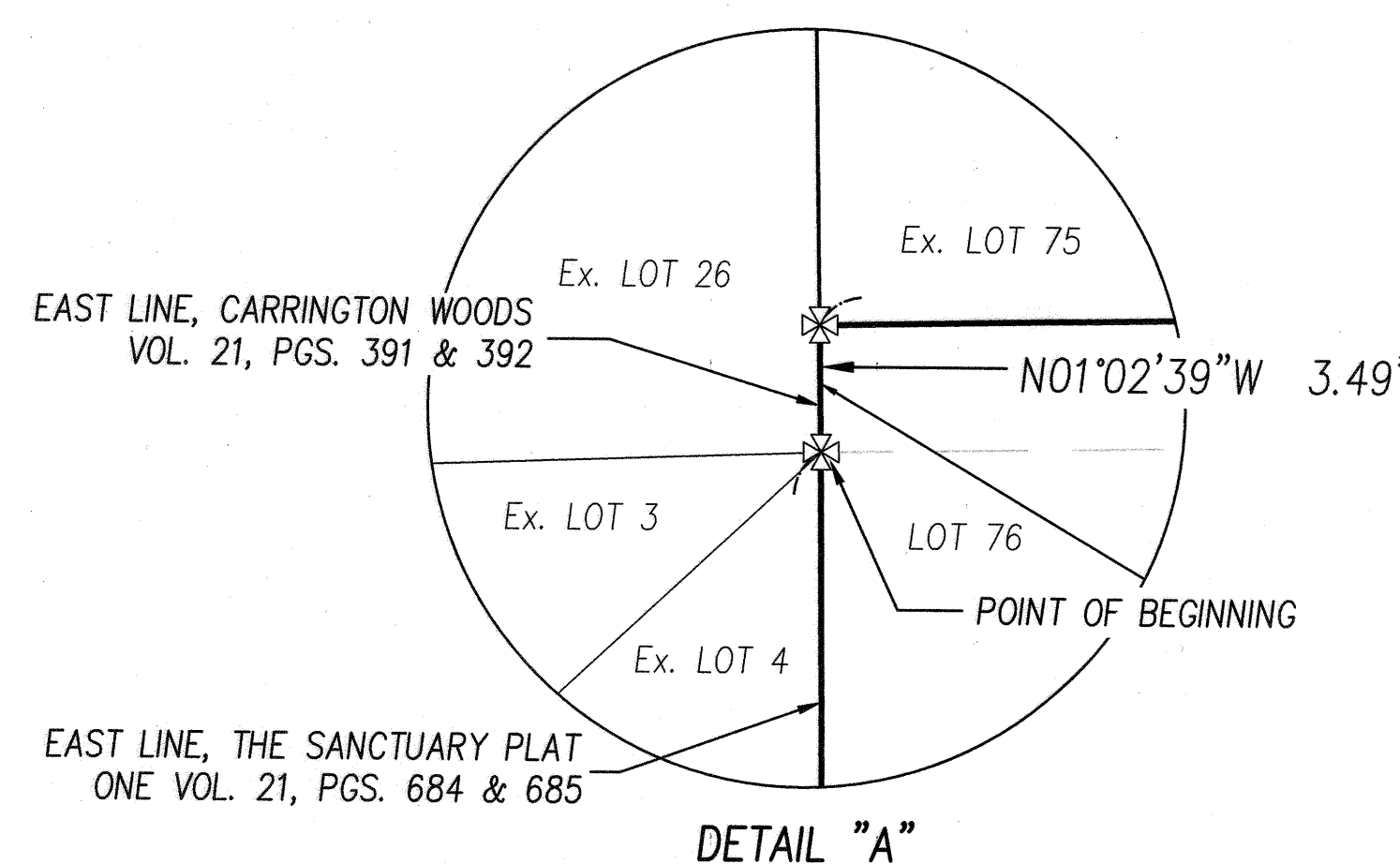
RIVER TRACT 59



LEGEND

- ◆ SET TYPE "B" MONUMENT ~ 6" DIA. X 30" CONCRETE CYLINDER WITH 1"x12" MACHINE BOLT WITH "+" PUNCH.
- ✱ SET TYPE "A" MONUMENT ~ 6" DIA. X 30" CONCRETE WITH 2" DIA. ALUMINUM DISK STAMPED "ESA LLC." WITH "+" PUNCH AND IRON PIN.
- ⊗ FOUND CONCRETE MONUMENT
- FOUND 5/8" IRON PIN
- SET 5/8" X 30" REBAR ~ WITH CAP STAMPED "ESA LLC"
- ✱ SET PK NAIL
- ⊗ FOUND PK NAIL

D.E. - DRAINAGE EASEMENT
U.E. - UTILITY EASEMENT
S.E. - SANITARY EASEMENT
T.E. - TOLEDO EDISON EASEMENT
L.E. - LANDSCAPE EASEMENT
(R) - RADIAL
(NR) - NON-RADIAL
P.O.B. - POINT OF BEGINNING
O.R. - OFFICIAL RECORD



COMMON LOT AND STORM WATER DETENTION POND NOTE:

ANY AND ALL COMMON LOTS WITHIN THIS PLAT AND FUTURE PLATS OF SANCTUARY IN THE WOODS, INCLUDING THE STORMWATER DETENTION POND AND DISCHARGE LINE SHALL BE THE RESPONSIBILITY OF A HOMEOWNER'S ASSOCIATION WHOSE MEMBERSHIP INCLUDES THE OWNERS OF ALL LOTS WITHIN THIS PLAT AND FUTURE PLATS OF SANCTUARY IN THE WOODS. THE RESPONSIBILITY OF MAINTENANCE AND PROPERTY TAX LIABILITY SHALL BE DEFERRED TO THE HOMEOWNER'S ASSOCIATION. IN THE EVENT THAT THE HOMEOWNER'S ASSOCIATION FAILS IN THE RESPONSIBILITY, THE RESPONSIBILITY SHALL REVERT TO THE OWNERS OF ALL LOTS WITHIN THIS PLAT AND PREVIOUS AND FUTURE PLATS OF SANCTUARY IN THE WOODS WHO SHALL JOINTLY AND PROPORTIONATELY OWN AND BE RESPONSIBLE FOR THE MAINTENANCE AND PROPERTY TAX LIABILITY.

Curve Table						
Curve #	Length	Radius	Delta	Chord Direction	Chord Length	Tangent
C1	55.68'	75.00'	042°32'13"	S68° 09' 13"W	54.41'	29.19'
C2	30.98'	67.50'	026°17'59"	S60° 02' 06"W	30.71'	15.77'
C3	68.40'	67.50'	058°03'27"	N77° 47' 11"W	65.51'	37.46'
C4	56.97'	67.50'	048°21'28"	N24° 34' 44"W	55.29'	30.31'
C5	56.55'	67.50'	048°00'01"	N23° 36' 00"E	54.91'	30.05'
C6	67.41'	67.50'	057°13'11"	N76° 12' 37"E	64.64'	36.82'
C7	31.97'	67.50'	027°08'20"	S61° 36' 38"E	31.67'	16.29'
C8	55.68'	75.00'	042°32'13"	S69° 18' 34"E	54.41'	29.19'

ESA

Engineers, Surveyors & Associates, LLC
5353 Secor Rd., Toledo, Ohio, 43623 Phone (419) 475-9445

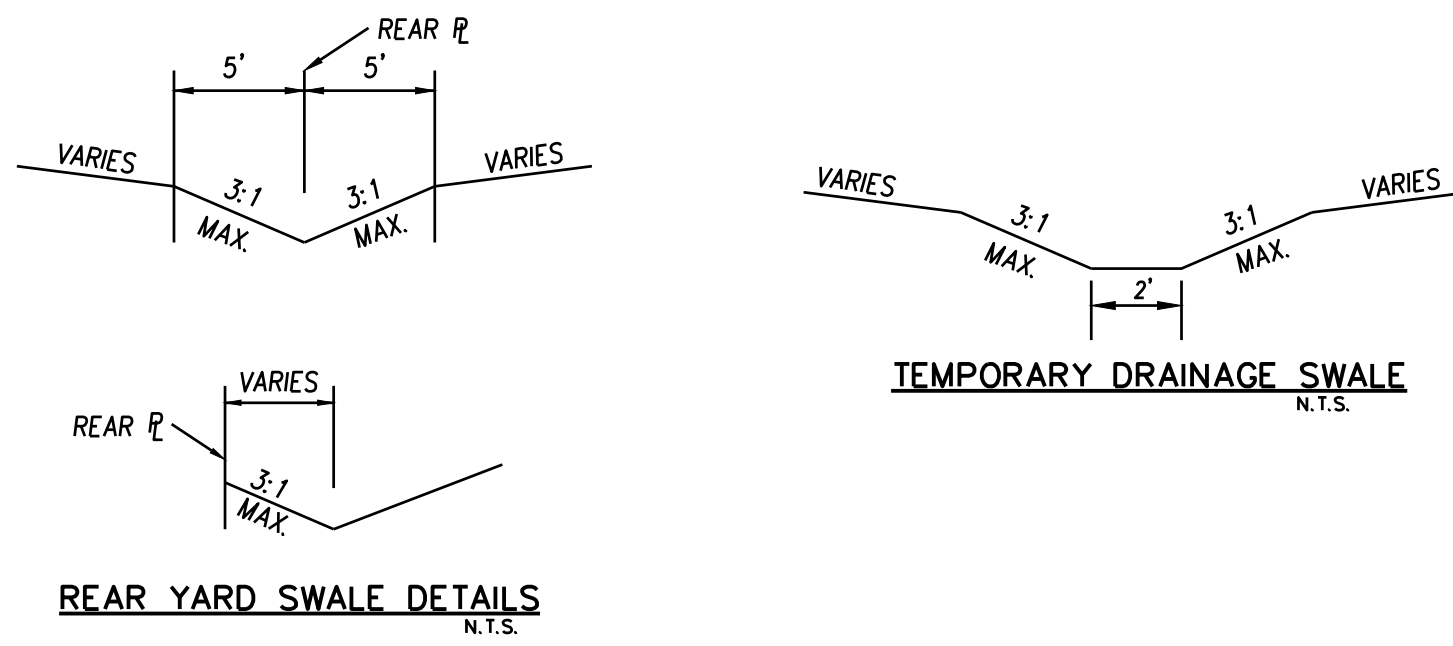
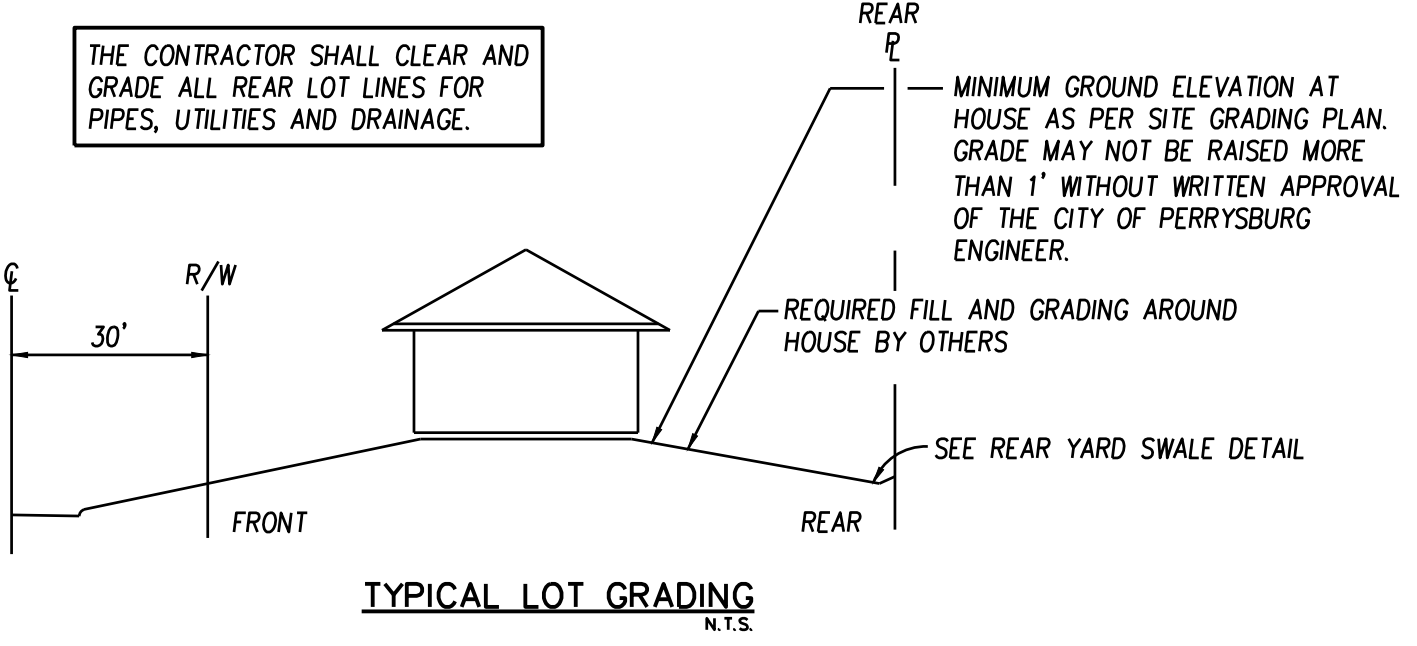
REAR YARD DRAINAGE SWALES:
REAR YARD CATCH BASINS SHALL BE CONSTRUCTED AND REAR YARD SWALES GRADED AT THE TIME THE DEVELOPMENT'S STORM DRAINAGE AND PAVEMENT IS CONSTRUCTED. SWALES SHALL BE SEEDED, MULCHED AND FERTILIZED AS SOON AS WEATHER PERMITS. CATCH BASIN SEDIMENT BARRIERS SHALL BE PLACED AROUND ALL REAR YARD CATCH BASINS.

NOTE:
WHERE THE ROADWAY HAS A WIDTH OF 29' B/B, T/C ELEVATIONS ON BOTH SIDES OF THE ROAD ARE 0.04' HIGHER THAN THE LISTED ELEVATIONS. CONSULT INTERSECTION DETAILS FOR T/C ELEVATIONS IN THOSE AREAS.

NOTE:
GRADE ELEVATIONS MAY NOT BE RAISED MORE THAN 1' WITHOUT WRITTEN APPROVAL OF THE CITY OF PERRYSBURG ENGINEER.

NOTE:
ADD 600.00 TO ALL ELEVATIONS SHOWN AS XX.XX.

STRUCTURE	RIM EL.	STRUCTURE	T/C EL.	STRUCTURE	RIM EL.
STMH #1	640.75	CB #1	639.70	YD #1	639.50
STMH #2	640.46	CB #2	639.64	YD #2	639.50
STMH #3	641.26	CB #3	639.64	YD #3	639.50
STMH #4	640.81	CB #4	640.09	YD #4	639.50
STMH #5	640.25	CB #5	639.38	YD #5	639.85
STMH #6	641.33	CB #6	639.38	YD #6	639.85
STMH #7	640.85	CB #7	639.32	YD #7	639.10
STMH #8	641.21	CB #8	639.80	YD #8	639.50
STMH #9	641.63	CB #9	639.80	YD #9	639.50



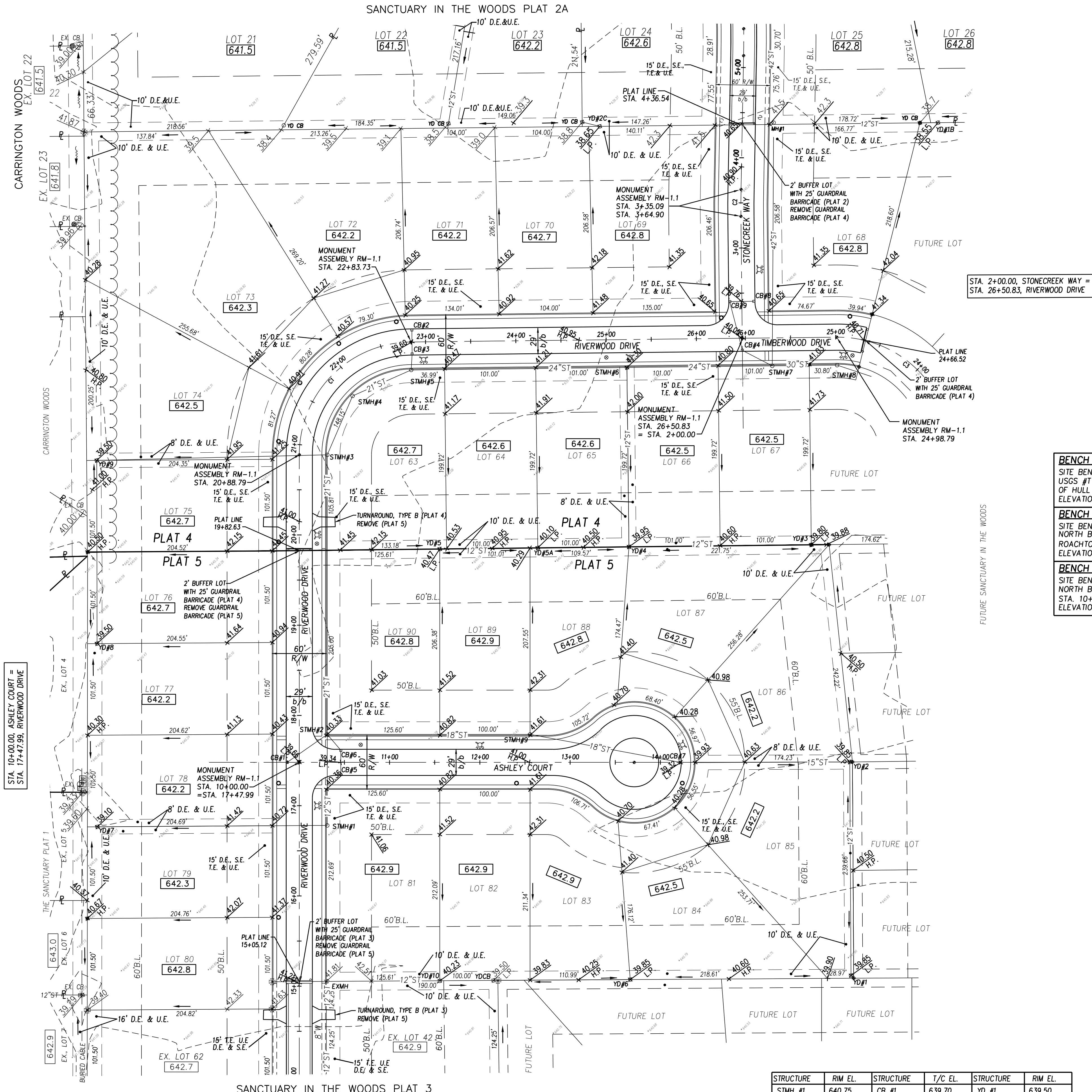
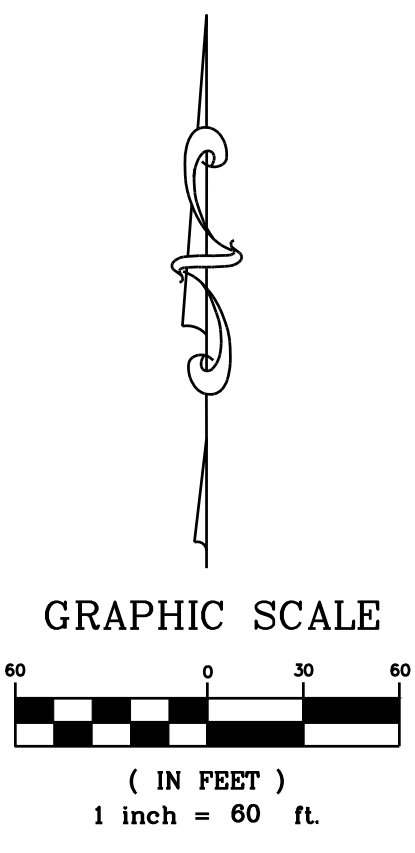
R/W CURVE DATA		R/W CURVE DATA		R/W CURVE DATA	
	C1		C2		C3
RADIUS	125.00'	RADIUS	1000.00'	RADIUS	125.00'
LENGTH	194.94'	LENGTH	29.81'	LENGTH	149.09'
TANGENT	123.60'	TANGENT	14.90'	TANGENT	84.85'
CHORD	175.77'	CHORD	29.81'	CHORD	140.40'
BEARING	N57°25'56"E	BEARING	N12°59'36"E	BEARING	S56°10'59"E
DELTA	89°21'07"	DELTA	01°42'28"	DELTA	68°20'08"
PC	20+88.79	PC	3+35.09	PC	23+49.71
PT	22+83.73	PT	3+64.90	PT	24+98.79

BENCH MARK DATA
SITE BENCH MARK
USGS #T77HO - AT THE NORTHEAST CORNER OF HULL PRAIRIE ROAD AND STATE ROUTE 65 ELEVATION.....628.59

BENCH MARK DATA
SITE BENCH MARK
NORTH BONNET BOLT ON FIRE HYDRANT ON ROACHTON ROAD, STA. 23+94.24, 27.3' LT. ELEVATION.....646.64

BENCH MARK DATA
SITE BENCH MARK
NORTH BONNET BOLT ON FIRE HYDRANT STA. 10+33.23, 18.74' LT, DEERPATH DRIVE ELEVATION.....642.28

- LEGEND**
- 000.00, EXISTING SPOT ELEVATION
 - 000 EXISTING CONTOUR ELEVATION
 - 00.00 EXISTING ELEVATIONS FROM PRIOR PLAT
 - 00.00 PROPOSED ELEVATIONS
 - HP PROPOSED HIGH POINT
 - LP PROPOSED LOW POINT
 - 00.00 PROPOSED ELEVATIONS AT TOP OF CURB
 - 00.00 PROPOSED "GRADE ELEVATIONS" AT HOUSE
 - 000.0 SURFACE DRAINAGE FLOW DIRECTION
 - EXISTING MON. ASSEMBLY FROM PRIOR PLAT
 - WOOD COUNTY TYPE A MON. ASSEMBLY
 - ODOT MC-1 MONUMENT ASSEMBLY



Plot Date: 4/13/2017 10:10 AM
Plotted By: J. S. Smith, L.S., P.E.

NOTE
PRECAST CONCRETE RISER SECTIONS AND PRECAST CONCRETE ECCENTRIC CONE TOPS SHALL BE USED AS NECESSARY TO ADJUST OR RECONSTRUCT MANHOLES TO GRADE (SANITARY AND STORM) SO THAT TOTAL HEIGHT OF GRADE RINGS USED IS NOT GREATER THAN 12".

NOTE
ROTATE STMH TOPS SO THAT ENTRANCE IS AWAY FROM THE STREET

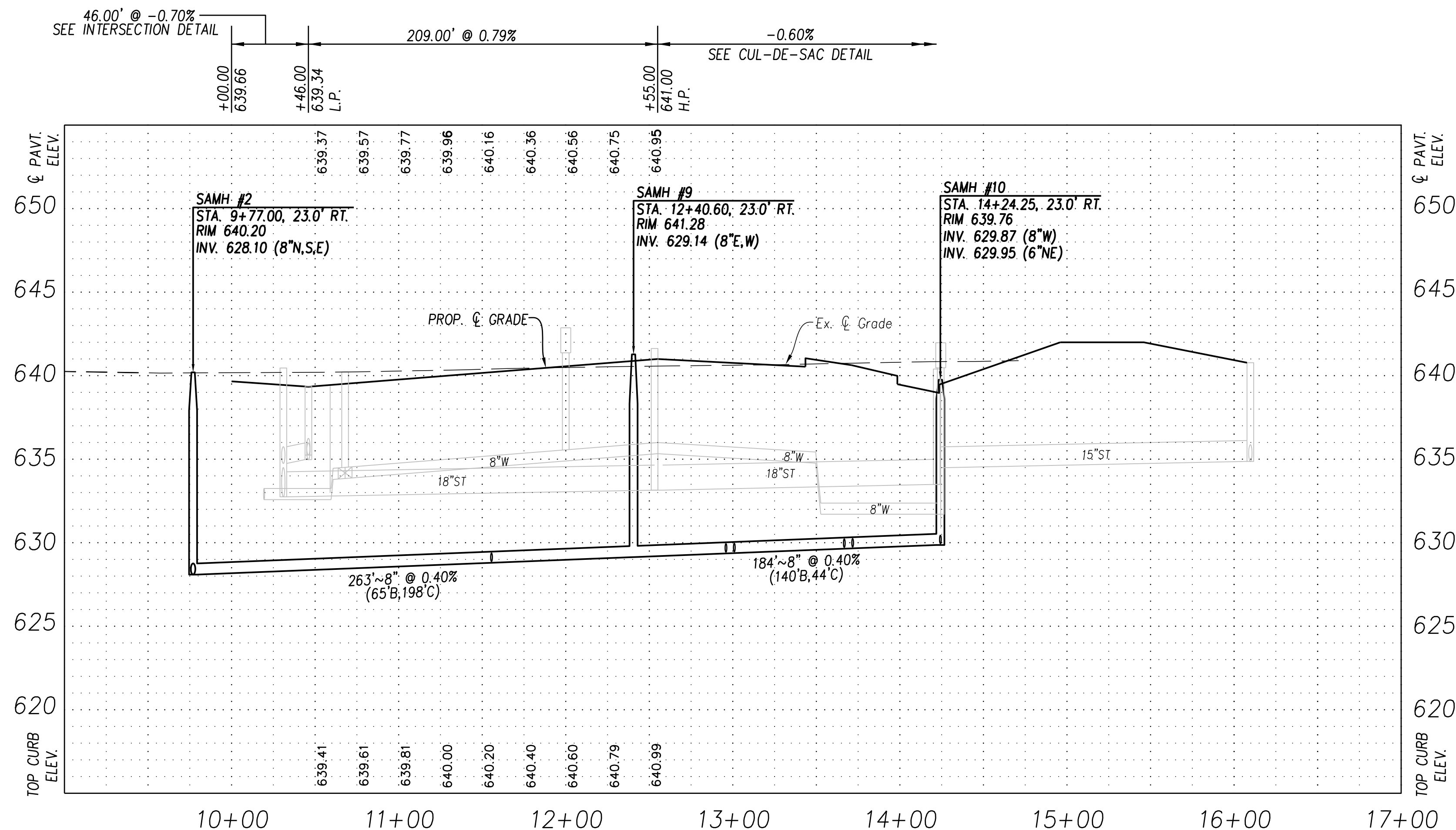
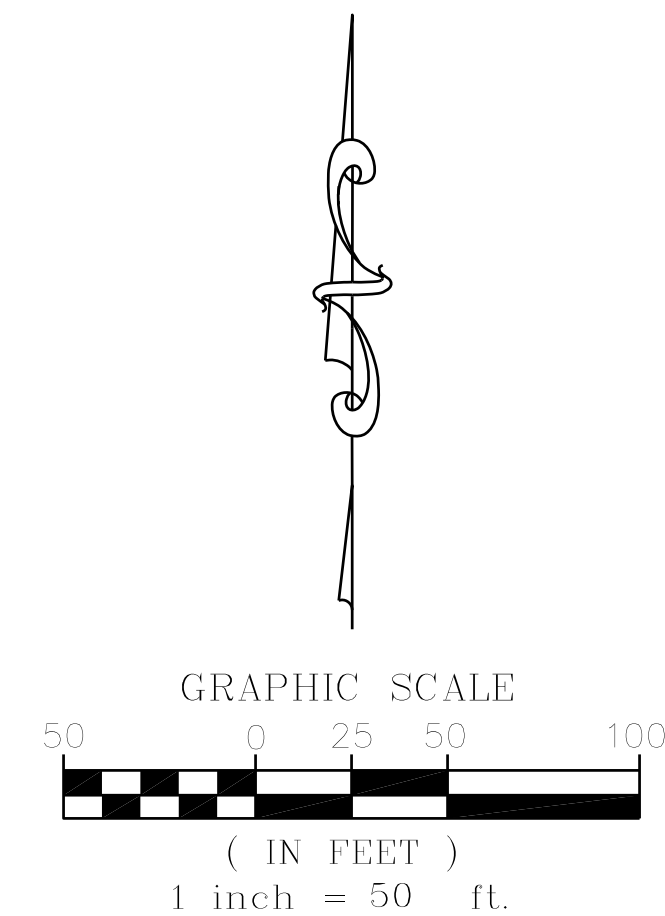
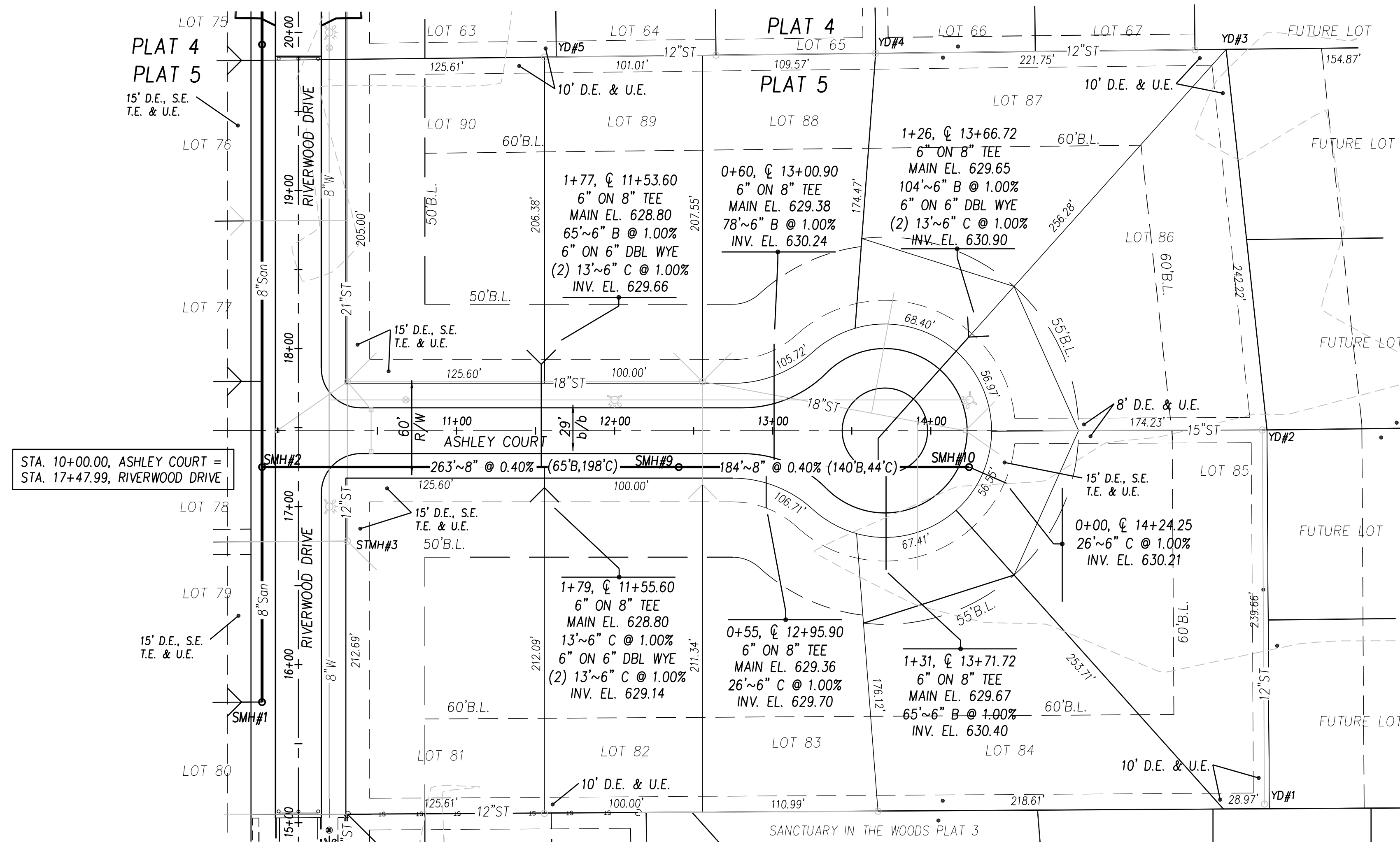
ASHLEY COURT

HORIZONTAL SCALE: 1"=50'
VERTICAL SCALE: 1"=5'

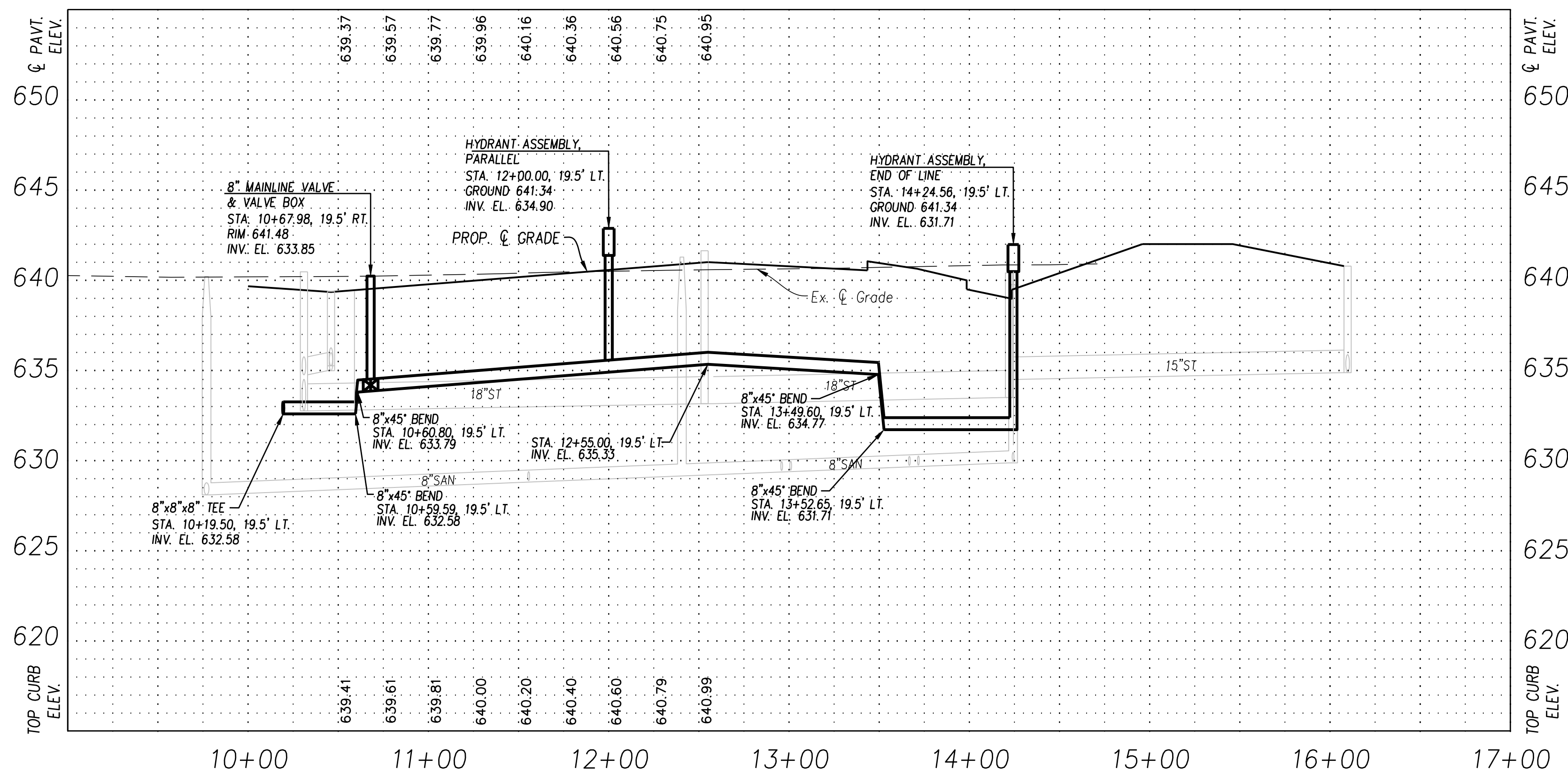
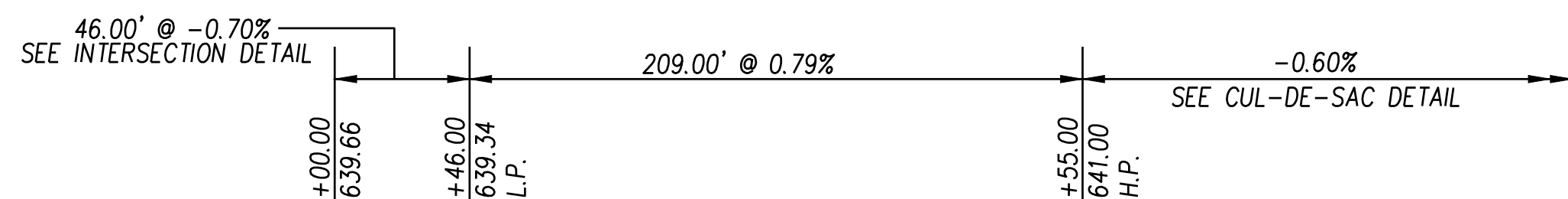
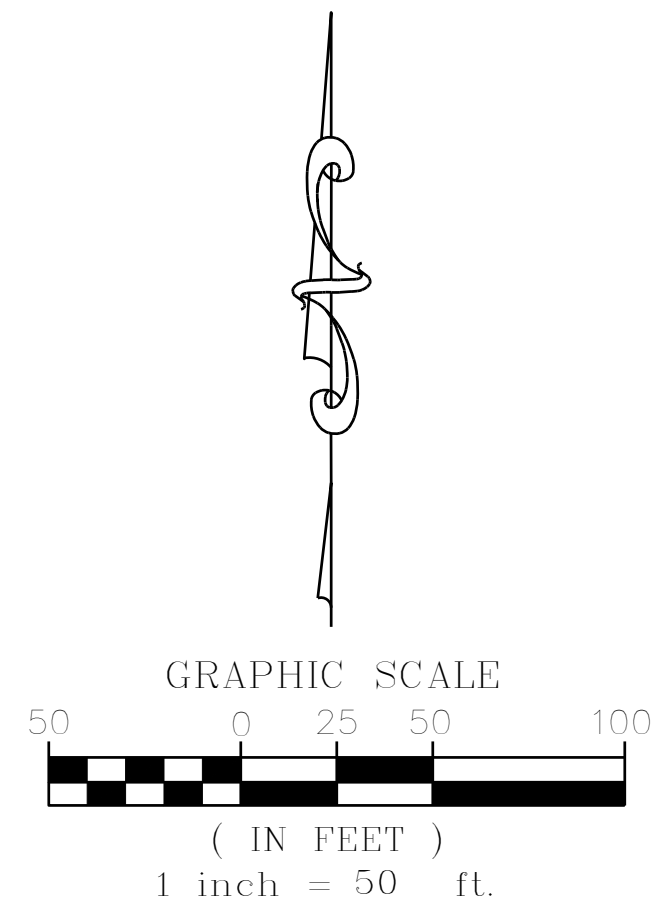
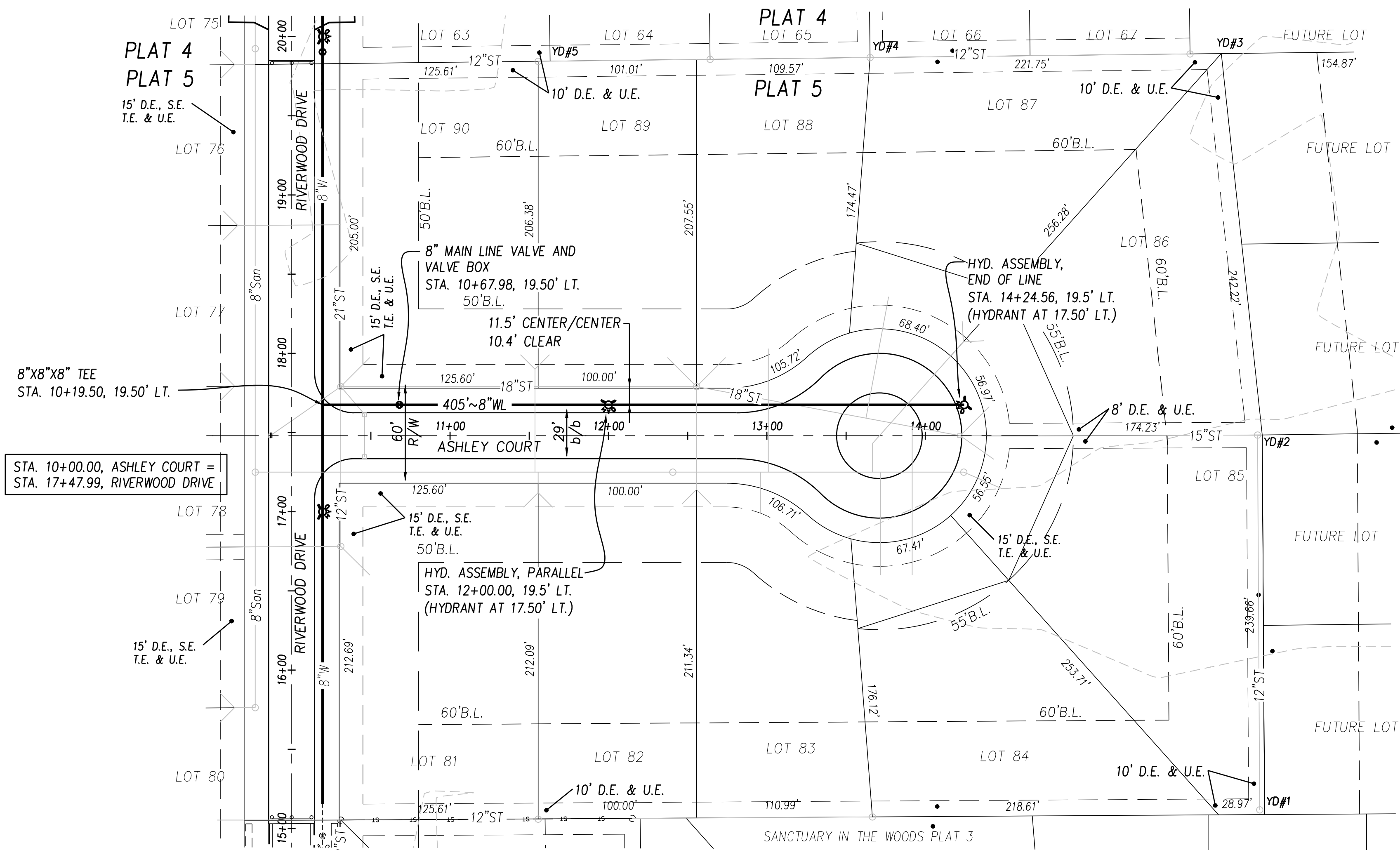
ASHLEY COURT

SANITARY SEWER

SANCTUARY IN THE WOODS PLATS 4 & 5



BENCH MARK DATA	
SITE BENCH MARK	
USGS #T1770 - AT THE NORTHEAST CORNER OF HULL PRAIRIE ROAD AND STATE ROUTE 65	
ELEVATION.....	628.59
BENCH MARK DATA	
SITE BENCH MARK	
NORTH BONNET BOLT ON FIRE HYDRANT ON ROACHTON ROAD, STA. 23+94.24, 27.3' LT.	
ELEVATION.....	646.64
BENCH MARK DATA	
SITE BENCH MARK	
NORTH BONNET BOLT ON FIRE HYDRANT STA. 10+33.23, 18.74' LT, DEERPETH DRIVE	
ELEVATION.....	642.28



BENCH MARK DATA	
SITE BENCH MARK	
USGS #117H0 - AT THE NORTHEAST CORNER	
OF HULL PRAIRIE ROAD AND STATE ROUTE 65	
ELEVATION.....	628.59

BENCH MARK DATA	
SITE BENCH MARK	
NORTH BONNET BOLT ON FIRE HYDRANT ON	
ROACHTON ROAD, STA. 23+94.24, 27.3' LT.	
ELEVATION.....	646.64

BENCH MARK DATA	
SITE BENCH MARK	
NORTH BONNET BOLT ON FIRE HYDRANT	
STA. 10+33.23, 18.74' LT, DEERPATH DRIVE	
ELEVATION.....	642.28

NOTE
PRECAST CONCRETE RISER SECTIONS AND PRECAST CONCRETE ECCENTRIC CONE TOPS SHALL BE USED AS NECESSARY TO ADJUST OR RECONSTRUCT MANHOLES TO GRADE (SANITARY AND STORM) SO THAT TOTAL HEIGHT OF GRADE RINGS USED IS NOT GREATER THAN 12".

NOTE
ROTATE STMH TOPS SO THAT ENTRANCE IS AWAY FROM THE STREET

ASHLEY COURT

HORIZONTAL SCALE: 1"=50'
VERTICAL SCALE: 1"=5'

ASHLEY COURT

WATERLINE

SANCTUARY IN THE WOODS PLATS 4 & 5

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Resolution 65-2024

DATE: May 30, 2024



Subject Matter/Background

The City of Perrysburg, Ohio, is developing a ten (10) foot wide multi-use path connecting Orleans Park at W. Boundary Street and Riverside Park along the bank of the Maumee River within the existing right-of-way of Water Street.

The City entered into a local project authority (LPA) agreement with the Ohio Department of Transportation (ODOT) in which ODOT will contribute One Hundred Sixty-Three Thousand One Hundred Twenty Dollars and Zero Cents (\$163,120.00) of certain costs to the project.

The City issued a bid package which contained all relevant specifications and requirements for the project and received four (4) bids. The bid received from Geddis Paving and Excavating, Inc., of Toledo, 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,

This Resolution authorizes the Mayor and Director of Finance to enter into an Agreement with Geddis Paving and Excavating, Inc., of Toledo, Ohio, in the amount of Four Hundred Ninety-Six Thousand Nine Hundred Dollars and Zero Cents (\$496,900.00), of which Three Hundred Thirty-Three Thousand Seven Hundred Eighty Dollars (\$333,780.00) will be paid for by the City of Perrysburg, the rest to be paid for by the Ohio Department of Transportation (ODOT), 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 Forty-Nine Thousand Six Hundred Ninety Dollars and Zero Cents (\$49,690.00) for a total project amount not to exceed Three Hundred Eighty-Three Thousand Four Hundred Seventy Dollars and Zero Cents (\$383,470.00).

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 Resolution as an emergency is recommended, as the bid award is only valid for sixty (60) days.

RESOLUTION 65-2024

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH GEDDIS
PAVING AND EXCAVATING, INC. IN AN AMOUNT OF FOUR
HUNDRED NINETY-SIX THOUSAND NINE HUNDRED DOLLARS
AND ZERO CENTS (\$496,900.00) FOR CONSTRUCTION OF PHASE
3 OF THE MAUMEE RIVER MULTI-USE PATH (ODOT PID 109388);
AND DECLARING AN EMERGENCY**

WHEREAS, the City of Perrysburg, Ohio, is developing a ten (10) foot wide multi-use path connecting Orleans Park at W. Boundary Street and Riverside Park along the bank of the Maumee River within the existing right-of-way of Water Street; and,

WHEREAS, the City entered into a local project authority (LPA) agreement with the Ohio Department of Transportation (ODOT) in which ODOT will contribute One Hundred Sixty-Three Thousand One Hundred Twenty Dollars and Zero Cents (\$163,120.00) of certain costs to the project; 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 four (4) bids and the bid received from Geddis Paving and Excavating, Inc., of Toledo, 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, given the nature of the work, it is reasonable that any contract to perform such work should be awarded to a general contractor rather than to separate trade contractors; and,

WHEREAS, the Service Committee, at its meeting held May 29, 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 Geddis Paving and Excavating, Inc., of Toledo, Ohio, in the amount of Four Hundred Ninety-Six Thousand Nine Hundred Dollars and Zero Cents

(\$496,900.00) as represented in Exhibit A attached hereto, of which Three Hundred Thirty-Three Thousand Seven Hundred Eighty Dollars (\$333,780.00) will be paid for by the City of Perrysburg, the rest to be paid for by the Ohio Department of Transportation (ODOT), as represented in Exhibit B, 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 Forty-Nine Thousand Six Hundred Ninety Dollars and Zero Cents (\$49,690.00) for a total project amount not to exceed Three Hundred Eighty-Three Thousand Four Hundred Seventy Dollars and Zero Cents (\$383,470.00).

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:

\$496,900.00

Number	Description
WOO-MAUMEE RIVER MUP PHASE 3 - REBID	This project will construct a ten (10) foot wide multi-use path connecting Orleans Park at W. Boundary Street and Riverside Park along the bank of the Maumee River within the existing right-of-way of Water Street. The project includes all necessary and related work such as: paving, earthwork, aggregate base, restoration, clearing, and other related items.
Deadline 05/16/2024 02:00 PM EDT	The 2023 Ohio Department of Transportation (ODOT) Construction and Materials Specifications shall be followed. Required modifications to the ODOT specifications are noted herein. City of Perrysburg Specifications and Standard Drawings shall also be adhered to where applicable and are available at the City of Perrysburg Engineering Department, 127 West Fifth Street, Perrysburg, OH 43551. Federal prevailing wages shall apply.
Vendor Geddis Paving & Excavating, Inc.	The DBE goal for this project is 6%.
Submitted 05/16/2024 10:48 AM EDT	In order to be considered responsive, the contractor and all subcontractors will need to comply with City Ordinance 08-2023 which was passed in April of 2023. A copy of the Ordinance 08-2023 is included in the attachment list.
Signed by Petra Munson Account Holder Petra Munson	Final Completion: On or before November 1, 2025 Engineering Estimate for the entire project: \$ 586,400
Opened 05/16/2024 02:00 PM EDT By thaar@ci.perrysburg.oh.us	Allows zero unit prices and labor Yes Allows negative unit prices and labor Yes

Ordinance 08-2023 Confirmation Statement

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

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

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

Statement #3: The bidder hires employees who have done one of the following: 1) Graduated from or are participating in a construction apprenticeship program certified and regulated by the State of Ohio or the U.S. Department of Labor. 2) Have at least five (5) years of documented experience in the specified field.

Statement #1 Answer *

Yes

Statement #2 Answer *

Yes

Statement #3 Answer *

Yes

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

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

Signature *

Steven M. Oliver

Title *

President

Bidder Company Name *

Geddis Paving & Excavating, Inc.

Date *

5/16/2024

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

WOO-Maumee River MUP Phase 3 PID 109388 PS&E Plans.pdf (11.6 MB)
Project Plans

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

03_LegalNotice.pdf (78.6 KB)
Legal Notice

04_ProjDesc_FY21.pdf (148 KB)
Project Description

04a_InstructionstoBid-FY21.pdf (95.3 KB)
Instruction to Bidders

05_generalconditions.pdf (233 KB)
General Conditions

05A_Specs_FY21.pdf (160 KB)
Supplemental Specifications

06_Federal Bid Template 2023CMS.pdf (851 KB)
ODOT's LPA Template (Required Contract Provisions)

07-108456 Utility Note - Revised.pdf (117 KB)
Utility Note

10_ContractForm_FY21.pdf (642 KB)
Contract Forms (For Reference Only)

Proposal

BID

Proposal of: *

Geddis Paving & Excavating, 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: *

WOO-Maumee River MUP Phase 3 PID 109388

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

Four Hundred Ninety Six Thousand Nine Hundred & Zero Cents

\$ (in currency): *

\$496,900.00

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

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

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

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

Addenda #: *

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: *

Steven M. Oliver

Address: *

1019 Wamba Avenue

Title: *

President

City, State, Zip: *

Toledo, Ohio 43607

Legal Name of Bidder: *

Geddis Paving & Excavating, Inc.

Phone Number: *

(419) 536-8501

Fax Number: *

(419) 536-0551

E-mail Address *

estimating@geddispaving.com

Base Bid

\$496,900.00

ODOT Item	Item Extension	Description	Quantity	Units	Unit Price	Extension
Alternates are not included in bid total.						
201	11001	Clearing and Grubbing, As Per Plan	1.00	LS	\$15,000.00	\$15,000.00
202	75255	Gate Removed for Reuse, As Per Plan	1.00	EACH	\$3,400.00	\$3,400.00
202	98100	Removal Misc.: Post/Bollard	4.00	EACH	\$71.50	\$286.00
202	98100	Removal Misc.: Concrete Blocks	18.00	EACH	\$63.50	\$1,143.00
202	98200	Removal Misc.: Concrete Barrier	270.00	FT	\$6.80	\$1,836.00
202	98200	Removal Misc.: Stairs	82.00	FT	\$13.00	\$1,066.00
203	10000	Excavation	2,618.00	CY	\$25.00	\$65,450.00
203	20000	Embankment	832.00	CY	\$14.00	\$11,648.00
204	10000	Subgrade Compaction	3,608.00	SY	\$0.50	\$1,804.00
204	30020	Granular Material, Type C, 703.16	150.00	CY	\$44.00	\$6,600.00
204	50000	Geotextile Fabric	750.00	SY	\$2.00	\$1,500.00
611	99654	Manhole Adjusted to Grade	2.00	EACH	\$1,050.00	\$2,100.00
611	99660	Manhole Reconstructed to Grade	1.00	EACH	\$1,700.00	\$1,700.00
653	10000	Topsoil Furnished and Placed	698.00	CY	\$74.00	\$51,652.00
659	10000	Seeding and Mulching	6,344.00	SY	\$1.60	\$10,150.40
659	20000	Commercial Fertilizer	0.92	TON	\$975.00	\$897.00
659	35000	Water	35.00	MGAL	\$1.00	\$35.00
671	15050	Erosion Control Mat, Type F	4,916.00	SY	\$3.00	\$14,748.00
832	15000	Storm Water Pollution Prevention Plan	1.00	LS	\$2,274.60	\$2,274.60
832	30000	Erosion Control	44,000.00	EACH	\$1.00	\$44,000.00
						Total: \$496,900.00

ODOT Item	Item Extension	Description	Quantity	Units	Unit Price	Extension
304	20000	Aggregate Base	969.00	CY	\$52.00	\$50,388.00
407	10000	Tack Coat	120.00	GAL	\$3.00	\$360.00
441	50000	Asphalt Concrete Surface Course, Type 1, (448), PG64-22	125.00	CY	\$255.00	\$31,875.00
441	50300	Asphalt Concrete Intermediate Course, Type 2, (448)	166.00	CY	\$220.00	\$36,520.00
625	25604	Conduit, 4", 725.051	5,136.00	FT	\$11.00	\$56,496.00
625	29000	Trench	2,568.00	FT	\$8.00	\$20,544.00
625	30706	Pull Box, 725.08, 24"	7.00	EACH	\$1,300.00	\$9,100.00
625	36000	Plastic Caution Tape	5,136.00	FT	\$2.50	\$12,840.00
630	85000	Removal of Ground Mounted Sign and Storage	7.00	EACH	\$25.00	\$175.00
630	86006	Removal of Ground Mounted Post Support and Storage	7.00	EACH	\$26.00	\$182.00
614	11000	Maintaining Traffic	1.00	LS	\$1,450.00	\$1,450.00
623	10000	Construction Layout Stakes and Surveying	1.00	LS	\$7,680.00	\$7,680.00
624	10000	Mobilization	1.00	LS	\$20,000.00	\$20,000.00
SPECIAL	SPECIAL	Special - Misc.: Two-way Collapsible Bollard - Steel	6.00	EACH	\$2,000.00	\$12,000.00
						Total: \$496,900.00

BID GUARANTEE AND PERFORMANCE BOND

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

Geddis Paving & Excavating, Inc.

as Principal and *

Hartford Accident and Indemnity Company

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

May 16, 2024

to undertake the project known as: *

WOO-Maumee River MUP Phase 3 PID 109388

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 *

Electronic Bid Bond

Electronic Bid Bond		
Bond ID *	Surety Agency *	Verify Bid Bond *
6DF2-3ECC-64CB-CA00	SurePath	Bid bond verification has been completed.

Surety State *

CT

Principal *Geddis Paving & Excavating,
Inc.

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: *

Geddis Paving & Excavating, Inc.

By: *

Steven M. Oliver

Title: *

President

Surety: *

Hartford Accident and Indemnity Company

By (Attorney-in-Fact): *

Catherine M. Krueger

Address: *

One Hartford Plaza, Hartford, CT 06155

Agent: *

USI Insurance Services, LLC.

Address: *

200 N St Clair St., Suite 1400, Toledo, Ohio 43604

EXPERIENCE STATEMENT

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

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

Response to the above: *

Geddis Paving & Excavating, Inc. maintains a permanent place of business.
Geddis Paving & Excavating, Inc. has adequate facilities and equipment to complete this project.
Geddis Paving & Excavating, Inc. has suitable financial means to meet obligations incidental to the proposed contract.
Geddis Paving & Excavating, Inc. has appropriate technical experience and manpower to complete this project.
Geddis Paving & Excavating, Inc. has the ability or resources available to make repairs and adjustments if need be on the equipment proposed to be used on the project.
Geddis Paving & Excavating, Inc. experience statement attached below.

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

Name: *

Steven M. Oliver

Title: *

President

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

Name: *

Robert J. Geddis

Title: *

Owner

If Bidder is Corporation, list Officers, type N/A if not applicable: 2

Name: *

Richard A. Grace

Title: *

Vice-President

If Bidder is Corporation, list Officers, type N/A if not applicable: 3

Name: *

Kurt E. Rasmusson

Title: *

Vice-President

If Bidder is Corporation, list Officers, type N/A if not applicable: 4

Name: *

Benjamin R. Geddis

Title: *

Treasurer

If Bidder is Corporation, list Officers, type N/A if not applicable: 5

Name: *

Kimberly S. Geddis

Title: *

Secretary

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: *

Garcia Surveyors, Inc.

Address: *

1720 Indian Wood Circle, Suite E, Maumee, Ohio 43537

Type of Work: *

Construction Layout Stakes and Surveying

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: *

K & R Excavating &
Landscaping, LLC.

Address: *

5165 Road 2, Leipsic, Ohio 45856

Type of Work: *

Seeding and Mulching, Commercial Fertilizer, Water, Erosion Control Mat Type F

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: *

Lake Erie Tree Service, LLC.

Address: *

7333 Jerusalem Road, Oregon, Ohio 43616

Type of Work: *

Clearing and Grubbing

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. 3

Name: *

MAAKIL Group, Ltd.

Address: *

567 Fox View Court, Perrysburg, Ohio 43551

Type of Work: *

SWPPP

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. 4

Name: *

Toledo Fence and Supply
Co.

Address: *

2525 Hill Avenue, Toledo, Ohio 43607

Type of Work: *

Gate Removed for Reuse

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. 5

Name: *

US Utility Contractor Co.,
Inc.

Address: *

3592 Genoa Road, Perrysburg, Ohio 43551

Type of Work: *

Electrical

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: *

Steven M. Oliver

Title *

President

Company *

Geddis Paving & Excavating, Inc.

Date *

5/16/2024

NONCOLLUSION AFFIDAVIT

STATE OF: *

Ohio

COUNTY OF: *

Lucas

Bid Identification *

WOO-Maumee River MUP Phase 3 PID 109388

Bidder's Name *

Steven M. Oliver

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

president

Enter response if "other" was selected

of (company name): *

Geddis Paving & Excavating, Inc.

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

Signed: *

Steven M. Oliver

Title: *

President

SUBSTITUTIONS/OPTIONS FORM

Optional: Vendor is not required to complete.

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

No bid

PREVAILING WAGE RESPONSIBILITIES

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

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

Prevailing Wage Determination must be posted on the project site.

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

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

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

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

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

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

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

(Sample calculation: \$12.82 (base rate) 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

Perrysburg Code 252.02(G) Disclosures

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

No

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

No

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

Yes

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

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. *

Experience consists of sitework, excavation, asphalt paving, milling and site utilities. In business since 1946. Former business name as Geddis Bros.

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

See in attachments

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 *

Kyle Reinhart Project Manager

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

be attached. *

No

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

No

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

See Attached

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

Yes

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

90%

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 *

Geddis Paving & Excavating, Inc.

Signature *

Steven M. Oliver

Title *

President

Date *

5/16/2024

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	Corporate Certificates.pdf
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	Master Complete Safety Manual 8.23.pdf
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	Construction Experience Listing.pdf
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	Kyle Reinhart.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.
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
14 Required Documents		

Name	Omission Terms	Submitted File
		document because the omission terms have been met.
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	I am not enclosing this document because the omission terms have been met.
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	I am not enclosing this document because the omission terms have been met.
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	I am not enclosing this document because the omission terms have been met.
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.
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	I am not enclosing this document because the omission terms have been met.
Miscellaneous Attachment as Needed Miscellaneous Attachment		Omit if Not Needed	ODOT's LPA Template.pdf
2 Required Documents			

SAM Unique Entity ID: _____

CFDA 20.205

LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

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

1. PURPOSE

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

2. LEGAL REFERENCES AND COMPLIANCE

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

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

3. FUNDING

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

4. PROJECT DEVELOPMENT AND DESIGN

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

5. ENVIRONMENTAL RESPONSIBILITIES

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

6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION

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

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

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

8. CONSTRUCTION CONTRACT ADMINISTRATION

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

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

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

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

9. CERTIFICATION AND RECAPTURE OF FUNDS

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

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

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

10. NONDISCRIMINATION

- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- 10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.

- 10.3 The LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. To meet this requirement, subcontractors who claim to be DBEs must be certified by ODOT. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

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

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

GOOD FAITH EFFORTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

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

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

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

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

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

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

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

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

14. NOTICE

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

If to the LPA:

If to ODOT:

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

15. GENERAL PROVISIONS

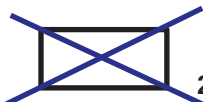
- 15.1 *Recovery of LPA's allocable project Direct Labor, Fringe Benefits, and/or Indirect Costs:*

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



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

- (A) The LPA **does not** currently maintain an ODOT approved federally compliant time-tracking system¹, **and**
 (B) The LPA **does not** intend to have a federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this PROJECT, **and/or**
 (C) The LPA **does not** intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this PROJECT Agreement.



2. Direct labor plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.²

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

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

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



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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of Perrysburg	STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION
By: <u>Thomas G. Mackin</u>	By: <u>Jack Marchbanks</u>
Thomas Mackin Mayor	Jack Marchbanks Director
Date: 7/12/2022	Date: 7/15/22

Amber L. Rathbun
A_____, _____, _____ Director of Finance

William J. Donahoe
K_____, _____, _____ Director

Attachment 1**PROJECT BUDGET – SOURCES AND USES OF FUNDS**

SOURCES	LPA FUNDS			FHWA FUNDS			STATE FUNDS			TOTAL
USES	Amount	%	SAC	Amount	%	SAC	Amount	%	SAC	
PRELIMINARY DEVELOPMENT										
FINAL DESIGN, CONSTRUCTION PLANS & SPECIFICATIONS										
ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION										
PROJECT CONSTRUCTION COSTS	40,780	20	LNTP	163,120	80	4TC7/ TM02				203,900
	100,000	100	LNTP							100,000
INSPECTION	22,500	100	LNTP							22,500
TOTALS	163,280			163,120						326,400

Fed. Const. Cap = \$401,833 @ 80% 4TC7 minus funds used on PID 101863 Woo-Maumee River MUP PH 4.

Attachment 2

WOO MAUMEE RIVER MUP

PHASE 3

COUNTY-ROUTE-SECTION

109388

PID NUMBER

37921

AGREEMENT NUMBER

DIRECT PAYMENT OF CONTRACTOR

At the direction of the LPA and upon approval of ODOT, payments for work performed under the terms of the Agreement by the LPA's contractor shall be paid directly to the contractor in the pro-rata share of Federal/State participation. The invoice package shall be prepared by the LPA as previously defined in this Agreement, and shall indicate that the payment is to be made to the contractor. In addition, the invoice must state the contractor's name, mailing address and OAKS Vendor ID. Separate invoices shall be submitted for payments that are to be made to the contractor and those that are to be made to the LPA.

When ODOT uses Federal funds to make payment to the contractor, all such payments are considered to be expenditures of Federal funds received and also expended by the LPA (sub recipient). Accordingly, the LPA is responsible for tracking the receipts and payments and reporting the payments Federal (Receipts) Expenditures on the Schedule of Expenditures of Federal Awards (SEFA). An LPA that fails to report these funds accurately and timely may be required to restate the SEFA to comply with Federal reporting requirements.

We (INSERT NAME OF LPA) request that all payments for the Federal/State share of the construction costs of this Agreement performed by (CONTRACTOR'S NAME) be paid directly to (CONTRACTOR'S NAME).

VENDOR Name:	Error! Reference source not found.
Oaks Vendor ID:	0000000000
Mailing Address:	Error! Reference source not found.
	Error! Reference source not found.
LPA signature:	

LPA Name:	Error! Reference source not found.
Oaks Vendor ID:	0000000000
Mailing Address:	Error! Reference source not found.
	Error! Reference source not found.
ODOT Approval signature:	

WOO MAUMEE RIVER MUP PHASE 3
COUNTY-ROUTE-SECTION109388
PID NUMBER37921
AGREEMENT NUMBER**AMENDMENT NO. 1**

Agreement No. 37921 is hereby revised to clarify the maximum funding cap (**\$163,120.00**) for the project. This amendment provides updated funding information in Section 3.

3. FUNDING

3.1 The total cost for the PROJECT is estimated to be \$642,400. ODOT shall provide to the LPA 80 percent of the eligible costs, up to a maximum of \$163,120.00 in Federal funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.

WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the day and year last written below.

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

LPA: City of Perrysburg**STATE OF OHIO
OHIO DEPARTMENT OF TRANSPORTATION**

By: Thomas G. Mackin
Thomas G. Mackin
Title: Mayor

By: _____
Jack Marchbanks
Director

Date: 4/3/2024

Date: _____


Timothy W. Effler, Law Director


Amber L. Rathburn, Finance Director

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Resolution 66-2024

DATE: May 30, 2024



Subject Matter/Background

The Department of Public Service is no longer in need of a 2006 Sterling SC8000 vehicle, VIN: 49HAADB46DW51018, the value of which has been determined to be over One Thousand Dollars.

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

This Resolution authorizes the Mayor and Director of Finance to arrange for the sale of the 2006 Sterling SC8000 vehicle, VIN: 49HAADB46DW51018, currently used by the Department of Public Service, by public auction as such vehicle is no longer needed for municipal purposes.

Financial Review

This Resolution has no financial impact on the City.

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

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

RESOLUTION 66-2024

A RESOLUTION DECLARING A 2006 STERLING SC8000 CURRENTLY USED BY THE DEPARTMENT OF PUBLIC SERVICE AS NO LONGER NEEDED FOR MUNICIPAL PURPOSES; AND DECLARING AN EMERGENCY

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

WHEREAS, the Department of Public Service is no longer in need of a 2006 Sterling SC8000 vehicle, VIN: 49HAADB46DW51018, the value of which has been determined to be over One Thousand Dollars; and,

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

WHEREAS, this legislation went before the Service Committee on May 29, 2024 and was unanimously approved for advancement to City Council.

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

SECTION 1. The Council hereby authorizes the Mayor and Director of Finance to arrange for the sale of the 2006 Sterling SC8000 vehicle, VIN: 49HAADB46DW51018, currently used by the Department of Public Service, by public auction as such vehicle is no longer needed for municipal purposes.

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

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

City of Perrysburg - Declaration of Surplus Property Form

To: Mayor and Director of Finance

From: Ron Isaacson

Date: march 5, 2024

Please mark one:

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

OR

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

DESCRIPTION OF PROPERTY

Current Estimated Value of Item (please choose one):

☐ \$0-\$999

☒ \$1,000 or more

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

Description of property (non-vehicle):

[Click here to enter text.](#)

Description of property (vehicle)

Kelly Blue Book Value \$

(Attach KBB Printout)

Year: 2006

Make: STERLING

Model: STREET SWEEPER

Vehicle #: 228

Color: white

VIN:

SCHWARZE

Mileage:

494AD8V46DW51018

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

☐ Sell → Employee Name - Point of Contact for Auction Listing: _____

☐ Destroy ☐ Scrap ☐ Other _____

Approved: _____

Mayor

Date

Director of Finance

Date

Vehicle Inspection Form

Inventory ID: _____	Asset Number: _____	Fair Market Value: _____
Short Description: Year <u>2006</u> Make <u>Sterling</u> Model <u>SC8000</u>		
VIN: 4 9 H A A D B V 4 6 D W 5 1 0 1 8 Title Restriction: ☐ Y ☐ N		
Odometer: 2 7 1 4 5 ☒ Miles ☐ Kilometers Odometer Accurate ☒ Y ☐ N: _____		
Long Description: This Vehicle: ☒ Starts ☒ Starts with a Boost & ☒ Runs/Driveable ☒ Engine Runs ☐ Does Not Run ☐ For Parts Only Engine- Type: <u> </u> L, V ☐ Gas ☒ Diesel Engine ☐ Propane/Natural Gas ☐ Gas/Electric Hybrid Engine Condition: ☒ Runs ☐ Needs repair ☐ is in unknown condition Repairs needed: _____ This vehicle was maintained every _____ ☐ Days ☐ Hours ☐ Miles Date Removed From Service: _____ Maintenance Records: ☐ Available ☐ Not Available For Inspection Transmission: ☒ Automatic ☐ Manual <u> </u> Speed Condition: ☒ Operable ☐ Needs repair ☐ Is Unknown Condition Repairs Needed: _____ Drivetrain: ☒ 2 Wheel Drive ☐ 4 Wheel Drive Condition: _____		
Exterior: Color: <u>White</u> Windows: ☒ No Cracked Glass ☐ Cracked _____ Minor: ☐ Dents ☒ Scratches ☒ Dings Tire Condition: _____ Tread: _____ #Flat <u>0</u> Hubcaps # <u>N/A</u> Major Damage to: _____ Additional Damage: _____ Decals: ☐ None ☐ Have Been Sprayed or ☒ Have been Removed & ☒ Impressions Remain ☐ No Impressions Emergency equip: ☒ None ☐ Has been removed & ☐ There are holes in the exterior ☐ There are no holes		
Interior: Color <u> </u> ☐ Cloth ☒ Vinyl ☐ Leather Damage to Seats: _____ Damage to Dash/Floor: _____ Radio: ☒ Stock or ☐ Brand & Model: _____ ☐ AM ☒ AM/FM ☐ AM/FM Cassette ☐ AM/FM CD ☒ AC (Condition: ☐ Cold ☒ Unknown) ☐ No AC Air Bags: ☐ Driver's Side ☐ Dual ☐ Cruise Control ☐ Tilt Steering ☐ Remote Mirrors ☐ Climate Control Power: ☐ Steering ☐ Windows ☐ Door Locks ☐ Seats		
Additional Equipment: <u>Street Sweeper Body</u> Manufacturer <u>Schwarze</u> Model <u>A7000</u> Serial # <u>006A70000078</u> ☐ Tool Box ☐ Light Bar ☐ Ladder Rack ☐ Utility Body: Brand _____ ☐ Hitch: Type _____		
Location of Asset: _____ For more information contact: _____ Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.		



Used 2005 STERLING Sweeper SC7000 For Sale

23,985 Miles Stock # 05STRL23SWEEP

\$13,000

Don Baskin Truck Sales, LLC

Popularity Stats

Loading Data...

Loading Data...

Description

Stock # 05STRL23SWEEP 23,985 Miles

2005 STERLING, SC8000, Heavy Duty Trucks - Sweeper Trucks, CUMMINS ISB, Automatic, runs great, clean cab, SCHWARCE A9000 sweeper, *NO TITLE/ SELLING AS IS, 185 Horse Power, Spring Suspension, All Steel Wheels, Wheel Base, 22.5, Axle, Ratio, , VIN 49HAADB35DU85783

Message from Don Baskin Truck Sales, LLC

Make sure you view our entire inventory of over 2000 trucks in stock right here. If you need it, there is a very high probability we have it!! Call us today and get back on the road or jobsite ASAP!

Don Baskin Truck Sales, LLC

Detailed Specifications

Condition:	Used
Year:	2005
Make:	STERLING
Model:	SC7000
Class:	CLASS 8 (GVW 33001 - 150000)
Category:	Sweeper

[VIEW NOW](#)

FREE INDUSTRYWIDE AUCTION RESULTS

FEATURED LISTING

**2011 SCHWARZE A7000**

Sweepers / Broom Equipment

Price: **USD \$55,000**

Machine Location:

Upland, California 91786

Hours: 4,700

ROPS: Enclosed

Serial Number: BF6336

Condition: Used

Stock Number: BF6336

Sweeper Shop

Upland, California 91786

Phone: (909) 360-7134

Updated: Tuesday, February 27, 2024 11:08 AM

2011 Schwarze A7000 Mounted on a CMC Chassis Vin #JUZACRDTXBCBF6336 Unit currently has 38,636 miles and 4,658 Hours