

6:05 p.m. - Public Hearing - Code Amendment

6:15 p.m. - Public Hearing - Code Amendment

CITY OF

PERRYSBURG 

**CITY OF PERRYSBURG
CITY COUNCIL
AGENDA**

September 3, 2024

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

a. Finance & Economic Development

Ordinance# 56-2024

AN ORDINANCE ADDING CODIFIED ORDINANCE §252.07 "DEPOSIT OF PUBLIC MONEYS" TO THE CITY OF PERRYSBURG CODIFIED ORDINANCES

2nd Reading, no vote required

Resolution# 87-2024

A RESOLUTION ACCEPTING AMOUNTS AND RATES DETERMINED BY THE BUDGET COMMISSION OF WOOD COUNTY, OHIO TO AUTHORIZE NECESSARY TAX LEVIES AND CERTIFY THEM TO THE COUNTY AUDITOR; AND DECLARING AN EMERGENCY

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

Resolution# 88-2024

A RESOLUTION TO APPROVE THEN AND NOW CERTIFICATES IN THE AMOUNT OF THIRTY-FOUR THOUSAND SEVENTY-NINE DOLLARS AND TWENTY-FOUR CENTS (\$34,079.24), AS ATTACHED IN EXHIBIT A, FOR THE CITY OF PERRYSBURG; AND DECLARING AN EMERGENCY

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

Resolution# 89-2024

A RESOLUTION AUTHORIZING THE RENEWAL OF THE AGREEMENT WITH RIGHT STUFF SOFTWARE CORPORATION ("RIGHT STUFF") FOR THE CITY OF PERRYSBURG'S SCHEDULING AND TIMEKEEPING SOFTWARE; AND DECLARING AN EMERGENCY

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

Resolution# 90-2024

A RESOLUTION STRONGLY URGING THE OHIO GOVERNOR AND MEMBERS OF THE OHIO GENERAL ASSEMBLY TO RESTORE THE LOCAL GOVERNMENT FUND TO PRE-RECESSION LEVELS AS PROPOSED IN HOUSE BILL 573; AND DECLARING AN EMERGENCY

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

Resolution# 91-2024

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE STATE OF OHIO THROUGH THE OHIO OFFICE OF BUDGET AND MANAGEMENT (OBM) FOR THE ONE TIME STRATEGIC COMMUNITY INVESTMENT GRANT PROGRAM; AND DECLARING AN EMERGENCY

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

b. Safety

Resolution# 92-2024

A RESOLUTION AUTHORIZING THE FIRE CHIEF TO ENTER INTO AN AGREEMENT WITH THE WOOD COUNTY ALCOHOL, DRUG ADDICTION AND MENTAL HEALTH SERVICES ("ADAMHS") BOARD TO FURNISH NALOXONE KITS AND TRAINING TO THE CITY OF PERRYSBURG; AND DECLARING AN EMERGENCY

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

Resolution# 93-2024

A RESOLUTION AUTHORIZING A MAINTENANCE AGREEMENT

WITH STRYKER MEDICAL FOR THE SERVICE AND MAINTENANCE OF CERTAIN EQUIPMENT FOR THE FIRE DIVISION IN AN AMOUNT NOT TO EXCEED FORTY THOUSAND SIX HUNDRED NINETY-SIX DOLLARS AND TWENTY-ONE CENTS (\$40,696.21); AND DECLARING AN EMERGENCY

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

c. Recreation

d. Planning & Zoning

Ordinance# 58-2024

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF PERRYSBURG, WOOD COUNTY, OHIO, TO REZONE PROPERTY ON THE NORTHWEST CORNER OF THE INTERSECTION OF FIVE POINT ROAD AND DIXIE HIGHWAY FROM I-2 (GENERAL INDUSTRIAL) TO C-4 (HIGHWAY COMMERCIAL)

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

Ordinance# 59-2024

AN ORDINANCE AMENDING CODIFIED ORDINANCE §1235.04(ZZ) "LANDMARK FEATURE/SIGNAGE" PREVIOUSLY ADOPTED THROUGH ORDINANCE 43-2013 ON APRIL 9, 2013

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

e. Personnel

Ordinance# 60-2024

AN ORDINANCE AMENDING CODIFIED ORDINANCE §266.11-3 "LONGEVITY PAY" PREVIOUSLY ADOPTED THROUGH ORDINANCE 93-2003 ON JUNE 17, 2003

1st Reading, no vote required

Ordinance# 61-2024

AN ORDINANCE ADDING CODIFIED ORDINANCE §266.06-5 "PERSONAL LEAVE TIME CONVERSION" TO THE CITY OF PERRYSBURG PERSONNEL CODE

1st Reading, no vote required

f. Public Utilities

Resolution# 94-2024

A RESOLUTION AUTHORIZING AN AGREEMENT WITH ADS LLC IN AN AMOUNT NOT TO EXCEED TWENTY-SIX THOUSAND TWO HUNDRED EIGHTY DOLLARS AND ZERO CENTS (\$26,280.00) FOR FLOW MONITORING SERVICES; AND DECLARING AN EMERGENCY

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

Resolution# 95-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AN AGREEMENT WITH ARCADIS U.S., INC. FOR FINAL DESIGN PHASE ENGINEERING SERVICES AND INSPECTION SERVICES FOR THE MASTER METER PIT RELOCATION PROJECT AT A COST NOT TO EXCEED ONE HUNDRED TWENTY-EIGHT THOUSAND EIGHT HUNDRED DOLLARS AND ZERO CENTS (\$128,800.00); AND DECLARING AN EMERGENCY

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

Resolution# 96-2024

A RESOLUTION AUTHORIZING A PURCHASE AGREEMENT WITH TROJAN TECHNOLOGIES IN AN AMOUNT NOT TO EXCEED SEVENTY-FOUR THOUSAND SIX HUNDRED ELEVEN DOLLARS AND SIXTY-SEVEN CENTS (\$74,611.67) FOR THE PURCHASE OF UV BULBS AND RELATED EQUIPMENT FOR THE PERRYSBURG WASTEWATER TREATMENT PLANT; AND DECLARING AN EMERGENCY

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

g. Service

Resolution# 97-2024

A RESOLUTION AUTHORIZING A PURCHASE AGREEMENT WITH PERRYSBURG ASPHALT & SEALCOATING FOR THE PURCHASE OF CRACK FILLING AND SEALCOATING SERVICES FOR CERTAIN MUNICIPAL PROPERTIES AND MULTIUSE PATHS IN AN AMOUNT NOT TO EXCEED FORTY-FIVE THOUSAND SIX HUNDRED TWENTY-FIVE DOLLARS AND ZERO CENTS (\$45,625.00); AND DECLARING AN EMERGENCY

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

Resolution# 98-2024

A RESOLUTION ACCEPTING THE PROPOSAL AND AUTHORIZING AN AGREEMENT WITH THE COLLABORATIVE INC. IN AN AMOUNT NOT TO EXCEED ONE HUNDRED EIGHTY-EIGHT THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$188,500.00) FOR A FEASIBILITY AND SPACE UTILIZATION STUDY FOR MUNICIPAL PROPERTIES; AND DECLARING AN EMERGENCY

Recommendation to Suspend the Rules,

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

Resolution# 99-2024

A RESOLUTION AUTHORIZING THE CITY ENGINEER TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT PROGRAM AND TO EXECUTE CONTRACTS AS REQUIRED; AND DECLARING AN EMERGENCY

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

Resolution #100-2024

A RESOLUTION AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AN AGREEMENT WITH THE PERRYSBURG AREA CHAMBER OF COMMERCE TO PROVIDE MARKETING SERVICES FOR THE DOWNTOWN PERRYSBURG REVITALIZATION PROJECT IN AN AMOUNT NOT TO EXCEED FIFTY-FOUR THOUSAND TWO HUNDRED DOLLARS AND ZERO CENTS (\$54,200.00); AND DECLARING AN EMERGENCY

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

11. Other Business

12. Adjournment

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Ordinance 56-2024

DATE: June 11, 2024



Subject Matter/Background

Codified Ordinance §252.07 is being added to the Code, pursuant to Ohio R.C. 9.38, in order to safeguard public moneys between the day received and the day deposited.

The Administration has reviewed the Code and is recommending that certain areas should be modified in order to allow for a more streamlined contracting process within the City.

This addition outlines the timeline for deposits and the means for safekeeping funds between receipt and deposit.

Financial Review

This legislation will have no financial impact on the City.

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

First Reading – 8/6/2024

Second Reading – 9/3/2024

Third Reading and Vote – 9/17/2024

ORDINANCE 56-2024

AN ORDINANCE ADDING CODIFIED ORDINANCE §252.07 “DEPOSIT OF PUBLIC MONEYS” 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, pursuant to Ohio R.C. 9.38, and in order to safeguard public moneys between the day received and the day deposited, the City is adding Ordinance §252.07 establishing “Deposit of Public Moneys” to the Code; and,

WHEREAS, the Finance Committee considered this legislation at its meeting on July 9, 2024 and unanimously recommended advancement to City Council.

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

SECTION 1. Codified Ordinance §252.07 shall read:

DEPOSIT OF PUBLIC MONEYS.

The City of Perrysburg, pursuant to Ohio R.C. 9.38, adopts the following policy for the handling and depositing of public moneys.

- (a) A person who is a public official shall deposit all public moneys received by that person with the City’s designated depository on the business day next following the day of receipt, if the total amount of such moneys received exceeds one thousand dollars (\$1,000).
- (b) If the total amount of the public moneys so received does not exceed one thousand dollars (\$1,000), the person shall deposit the moneys with the City’s designated depository within three (3) business days next following the day of receipt.
- (c) If a person who is a public official receives public moneys for a public office of which that person is not a public official, that person shall, during the first business day of the next week, pay to the proper public official of the proper public office the moneys so received during the current week.
- (d) All undeposited funds shall be kept in a permanent, locked location that cannot be easily transported from one location to another, such as a safe, a locked filing cabinet, or a locked desk drawer. The keys to such locations shall be kept in a separate location, under the care of individuals responsible for depositing the public moneys. Drawers, cabinets and safes shall be kept locked until such time that a deposit is prepared and taken to the City’s designated depository.

Under no circumstances shall moneys be left unattended, unsecured, or in open view.

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 87-2024

DATE: August 14, 2024



Subject Matter/Background

This Resolution accepts the budget amounts determined by the Wood County Budget Commission for revenues for the budget year beginning January 1, 2025. City Council authorized in Resolution 68-2024 the submission of estimated revenues to the Budget Commission. Wood County prepared the updated estimates attached as Exhibit A based on the amounts calculated inside and outside the 10 mill limitations. This annual legislation provides estimated revenue amounts that will then be incorporated into the 2025 budget process.

Financial Review

This will have a financial impact on the City.

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

If City Council is in agreement, a motion to waive the rules, waive the three readings, and pass the legislation as an emergency measure is appropriate. An emergency is requested to ensure the necessary tax rates are effective at the earliest date possible.

RESOLUTION 87-2024

A RESOLUTION ACCEPTING AMOUNTS AND RATES DETERMINED BY THE BUDGET COMMISSION OF WOOD COUNTY, OHIO TO AUTHORIZE NECESSARY TAX LEVIES AND CERTIFY THEM TO THE COUNTY AUDITOR; AND DECLARING AN EMERGENCY

WHEREAS, pursuant to Resolution 68-2024, the City Council for the City of Perrysburg, Wood County, Ohio, adopted a Revenue Estimate for the next succeeding fiscal year, which commences on January 1, 2025; and,

WHEREAS, as reflected on Exhibit A, the Budget Commission for Wood County, Ohio, has certified its action thereon to this Council, together with an estimate by the Wood County Auditor of the rate of each tax necessary to be levied by the City Council and what part is without and what part within the ten-mill tax limitation.

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

SECTION 1. The amounts and rates determined by the Budget Commission for Wood County, Ohio in its certification are accepted.

SECTION 2. The rate of each tax necessary to be levied within and without the ten-mill limitation, as stated in the attachment hereto, is levied on the tax duplicate of the City of Perrysburg, Wood County, Ohio.

SECTION 3. The Clerk of City Council is directed to certify a copy of this Resolution to the Auditor for Wood County, Ohio.

SECTION 4. It is found and determined that all formal actions of Council concerning or relating to the passage of this Resolution were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Perrysburg and the State of Ohio.

SECTION 5. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Perrysburg, Wood County, Ohio, in order to ensure that the necessary tax amounts and rates are effective at the earliest possible date, 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

SCHEDULE A

SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET COMMISSION, AND COUNTY AUDITOR'S ESTIMATED TAX RATES

PERRYSBURG CITY	AMOUNT APPROVED BY BUDGET COMM. INSIDE 10 MILL LIMITATION	AMT TO BE DERIVED FROM LEVIES OUTSIDE 10 MILL LIMITATION	COUNTY AUDITOR EST. OF TAX RATE LEVIED	
			INSIDE 10 MILL LIMIT	OUTSIDE 10 MILL LIMIT
	Column 2	Column 3		
FT MEIGS CEMETERY**	326,958.14		0.32	
PUBLIC TRANSPORTATION		548,549.25		0.80
GENERAL FUND	1,920,879.10		1.88	
LIBRARY BOND		-		-
GARBAGE & REFUSE		840,998.31		1.00
PARK LAND ACQU & DEV				
POLICE PENSION (charter)	408,697.68	459,784.89	0.40	0.45
FIRE PENSION (charter)	204,348.84	613,046.52	0.20	0.60
TOTAL	2,860,883.76	2,462,378.97	2.80	2.85

SCHEDULE B Levies outside 10 mill limitation, Exclusive of Debt Levies

GENERAL FUND	MAXIMUM RATE AUTHORIZED TO BE LEVIED	AUDITOR'S ESTIMATE OF YIELD OF LEVY
Levy Authorized by voters on _____ for not to exceed _____ years.		
Levy Authorized by voters on _____ for not to exceed _____ years.		
Levy Authorized by voters on _____ for not to exceed _____ years.		
Levy Authorized by voters on _____ for not to exceed _____ years.		
Levy Authorized by voters on _____ for not to exceed _____ years.		
PUBLIC TRANSPORT Levy Authorized by voters on 11/7/23 for not to exceed __5__ years. 2023-2027	0.80	548,549.25
REFUSE Levy Authorized by voters on 11/7/23 for not to exceed __2__ years. 2023-2024	1.00	840,998.31
Levy Authorized by voters on _____ for not to exceed _____ years.	-	-

and be it further

RESOLVED, That the Clerk of this Board be and he is hereby directed to certify a copy of this Resolution to the County Auditor of said County.

_____seconded the Resolution and the roll being called upon its adoption the vote resulted as follows:

_____, _____

_____, _____

_____, _____

Adopted the _____ day of _____, 20_____.

_____ Clerk, City of _____
Wood County, Ohio

**RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE
BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES
AND CERTIFYING THEM TO THE COUNTY AUDITOR**

(Village or City Council)
Revised Code, Secs. 5705.34, .35

The Council of the Village/City of _____ Wood County, Ohio, met in
(regular or special) session on the _____ day of _____, 2024 at the office of
_____ with the following members present:

_____ moved the adoption of the following Resolution:

WHEREAS, This Council in accordance with the provisions of law has previously adopted a Revenue Estimate for the next succeeding fiscal year commencing **January 1st, 2025** and

WHEREAS, The Budget Commission of Wood County, Ohio, has certified its action thereon to this Council together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Council, and what part thereof is without, and what part within, the ten mill tax limitation; therefore, be it

RESOLVED, By the Council of the Village/City of _____, Wood County, Ohio, that the amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted; and be it further

RESOLVED, That there be and is hereby levied on the tax duplicate of said Village/City the rate of each tax necessary to be levied within and without the ten mill limitation as follows:

CERTIFICATE OF COPY

Original on File

The State of Ohio, Wood County, ss.

I, _____, Clerk of the Council of the Village/City of
_____, within and for said County, and in whose custody
the Files and Records of said Council are required by the Laws of the State of Ohio to be kept, do
hereby certify that the foregoing is taken and copied from the original _____

now on file, that the foregoing has been compared by me with said original document,
and that the same is a true and correct copy thereof.

WITNESS my signature, this ____ day of _____, 2024.

Clerk of Council

Village/City
Wood County, Ohio

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Resolution 88-2024

DATE: August 14, 2024



Subject Matter/Background

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

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

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

The total for all items totals \$34,079.24

Financial Review

The accounts are listed in the Exhibit.

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

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

RESOLUTION 88-2024

**A RESOLUTION TO APPROVE THEN AND NOW CERTIFICATES
IN THE AMOUNT OF THIRTY-FOUR THOUSAND SEVENTY-NINE
DOLLARS AND TWENTY-FOUR CENTS (\$34,079.24), AS
ATTACHED IN EXHIBIT A, FOR THE CITY OF
PERRYSBURG; AND DECLARING AN EMERGENCY**

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

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

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

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

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

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

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

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

President of Council

Mayor

PASSED _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR

Then and Now Requests For**9/3/2024**

Invoice Date	Vendor	Item	Total Cost	Department	Expense Account
6/11/2024	PTG	Install Stulz unit and AC rental	9,128.00	Police	1110-21232-53825
7/22/2024	Flock Safety	Support for Flock Cameras	21,000.00	Police	1110.21232-53215
8/15/2024	Toledo Edison	Lights at Hawthorne	3,951.24	P & Z	2225-93238-53999
			34,079.24		

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Res 89-2024

DATE: August 14, 2024



Subject Matter/Background

Resolution authorizing an agreement with Right Stuff Software Corporation for \$23,600 with an annual hosting cost of \$4,800 for a total cost of \$28,400 per year. Right Stuff Software Co. provides scheduling and timekeeping software for the City. This contract renewal will be for 3 years.

Financial Review

Account: 1110-11755-53215

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

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

RESOLUTION 89-2024

A RESOLUTION AUTHORIZING THE RENEWAL OF THE AGREEMENT WITH RIGHT STUFF SOFTWARE CORPORATION ("RIGHT STUFF") FOR THE CITY OF PERRYSBURG'S SCHEDULING AND TIMEKEEPING SOFTWARE; AND DECLARING AN EMERGENCY

WHEREAS, the City of Perrysburg, Ohio requires a scheduling and timekeeping software; and,

WHEREAS, the City of Perrysburg has previously contracted with Right Stuff for this service and the contract is set to expire on December 31, 2024; and,

WHEREAS, this renewal will extend the Right Stuff Agreement for a period of three (3) years, from January 1, 2025 through December 31, 2027; and,

WHEREAS, the annual licensing fee for the software is Twenty-Three Thousand Six Hundred Dollars and Zero Cents (\$23,600.00) and the annual hosting fee is Four Thousand Eight Hundred Dollars and Zero Cents (\$4,800.00), for a total annual cost of Twenty-Eight Thousand Four Hundred Dollars and Zero Cents (\$28,400.00).

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 renew the agreement with Right Stuff Software Corporation to provide scheduling and timekeeping software for the City of Perrysburg for a period of three (3) years, consistent with the original contract and the renewal agreement, attached hereto as Exhibit A.

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

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Perrysburg, Wood County, Ohio, to ensure there are no

Res 89-2024

gaps in scheduling and timekeeping services for the City, 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



Right Stuff Software Corporation
700 Stonehenge Pkwy Unit A
Dublin, Ohio 43017

614.734.1899 Office
www.rightstuffsoftware.com

Amber Rathburn
City of Perrysburg Finance Director
201 W Indiana Avenue
Perrysburg, OH 43551

July 23, 2024

Dear Ms. Rathburn:

We greatly appreciate the opportunity to work with the City of Perrysburg and we trust that the software we have developed for you has led to greater efficiency and accuracy within the city. This renewal letter is intended to provide the options for your contract renewal, including the opportunity to lock in your rate for a three-year period by selecting the option below for a three-year contract renewal.

The new annual licensing fee, which covers the same support and maintenance as provided in your current contract, will be \$23,600. Annual hosting will remain unchanged from your current rate of \$4,800.

By selecting an option and signing below, the City of Perrysburg, as the Licensee, is agreeing to a renewal of your current contract. All terms and conditions contained within that contract will remain in effect except as outlined below. Please select one option below by checking the applicable box then sign and date this letter and return it to Renee Shaul (RShaul@rightstuffsoftware.com) by September 1, 2024.

- ☐ Three-year renewal period commencing January 1, 2025. Upon the expiration of this term on December 31, 2027, the agreement will automatically renew for additional one-year terms unless Licensee has provided to Right Stuff Software 90 days written notice of Licensee's intent not to renew.
- ☐ One-year renewal period commencing January 1, 2025. Upon the expiration of this term on December 31, 2025, the agreement will automatically renew for additional one-year terms unless Licensee has provided to Right Stuff Software 90 days written notice of Licensee's intent not to renew. Your rate will be subject to an additional inflationary increase effective January 1, 2026 and we will notify you of this new rate no later than August 1, 2025.

Signature: _____

Date: _____

If you have any questions or concerns, please don't hesitate to reach out. Our team is happy to help in any way.

Sincerely,
Richard S. Lubanovic, Jr.
President

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Res 90-2024

DATE: August 14, 2024



Subject Matter/Background

The past Ohio General Assemblies have repeatedly decreased funding and revenue sharing in recent years, in addition to significantly reducing the Local Government Fund, including eliminating the Estate Tax and phasing out the Tangible Personal Property Tax. These reductions have resulted in an average annual loss of revenue of \$373,000 over 12 years, which equates to a cumulative loss of over \$4.4 million for the City of Perrysburg, which has made it increasingly difficult to provide basic services, rebuild infrastructure, and bolster public safety services.

Through this Resolution, Council is requesting the Ohio General Assembly to restore the Local Government Fund to pre-recession levels as proposed in House Bill 573, ensuring that local communities are able to provide crucial services and improvements in infrastructure and public safety by: 1) declaring its support for House Bill 573 and the restoration of the Local Government Fund to pre-recession levels; and, 2) declaring its opposition to any further cuts to the Local Government Fund or the future diversion of revenues from the Local Government Fund.

Financial Review

There is no financial impact to the City

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

If City Council is in agreement, a motion to suspend the rules, waive the three readings and pass this Resolution as an emergency is recommended, in order to allow the City to provide effective comment, direction, and review for the pending state legislative process.

RESOLUTION 90-2024

A RESOLUTION STRONGLY URGING THE OHIO GOVERNOR AND MEMBERS OF THE OHIO GENERAL ASSEMBLY TO RESTORE THE LOCAL GOVERNMENT FUND TO PRE- RECESSION LEVELS AS PROPOSED IN HOUSE BILL 573; AND DECLARING AN EMERGENCY

WHEREAS, the Local Government Fund was reduced in 2011 by 50% during Gov. Kasich's Administration from 3.68% of General Revenue Funds to its current level of 1.66% of General Revenue Funds; and,

WHEREAS, the past Ohio General Assemblies have repeatedly decreased funding and revenue sharing in recent years, in addition to significantly reducing the Local Government Fund, including eliminating the Estate Tax and phasing out the Tangible Personal Property Tax; and,

WHEREAS, these reductions have resulted in an average annual loss of revenue of \$373,000 over 12 years, which equates to a cumulative loss of over \$4.4 million for the City of Perrysburg; and,

WHEREAS, this sudden revenue loss has made it increasingly difficult to provide basic services, rebuild infrastructure, and bolster public safety services; and,

WHEREAS, when municipalities experience success in fostering safe communities, building sound infrastructure, and increasing economic development, the State of Ohio reaps the benefits as well; and,

WHEREAS, a reinvestment in the Local Government Fund would aid the State and its goal of lowering taxes on the individual by enabling municipalities to decrease the local tax burden; and,

WHEREAS, House Bill 573, as drafted and introduced, would accomplish this goal.

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

SECTION 1. The Ohio General Assembly should restore the Local Government Fund to pre-recession levels as proposed in House Bill 573, ensuring that local communities are able to provide crucial services and improvements in infrastructure and public safety.

SECTION 2. This Council does hereby declare its support for House Bill 573 and the restoration of the Local Government Fund to pre-recession levels.

SECTION 3. This Council does hereby declare its opposition to any further cuts to the Local Government Fund or the future diversion of revenues from the Local Government Fund.

SECTION 4. It is found and determined that all formal actions of Council concerning or relating to the passage of this Resolution were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Perrysburg and the State of Ohio.

SECTION 5. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Perrysburg, Wood County, Ohio, in order to allow the City to provide effective comment, direction, and review for the pending state legislative process, and shall be in full force and effect from and immediately after its passage and approval by the Mayor.

President of Council

Mayor

PASSED _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Res 91-2024

DATE: August 14, 2024



Subject Matter/Background

Pursuant to Section 200.20 of Substitute House Bill 2 (the “Act”), the 135th General Assembly of the State of Ohio has appropriated funds in the amount of \$717,800,000 to OBM in appropriation item 042509, One Time Strategic Community Investments. Pursuant to Section 200.30 of the Act, OBM shall use the One Time Strategic Community Investments to provide grants for certain projects.

The City of Perrysburg was appropriated Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) to be utilized for the Downtown Improvement Project.

Through this Resolution, Council authorizes the Mayor and Director of Finance to enter into any agreements and take any other necessary actions to accept funds from the State of Ohio, through the Ohio Office of Budget and Management for the One Time Strategic Community Investments Program in the amount of Two Hundred Thousand Dollars and Zero Cents (\$200,000.00).

Financial Review

There is no financial impact to the City

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

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

RESOLUTION 91-2024

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE STATE OF OHIO THROUGH THE OHIO OFFICE OF BUDGET AND MANAGEMENT (OBM) FOR THE ONE TIME STRATEGIC COMMUNITY INVESTMENT GRANT PROGRAM; AND DECLARING AN EMERGENCY

WHEREAS, pursuant to Section 200.20 of Substitute House Bill 2 (the “Act”), the 135th General Assembly of the State of Ohio has appropriated funds in the amount of \$717,800,000 to OBM in appropriation item 042509, One Time Strategic Community Investments; and,

WHEREAS, pursuant to Section 200.30 of the Act, OBM shall use the One Time Strategic Community Investments to provide grants for the projects listed in that section in the amounts listed; and,

WHEREAS, pursuant to Section 200.30 of the Act, OBM, prior to disbursing a grant to a Recipient, shall enter into this Agreement with the Recipient; and,

WHEREAS, pursuant to Section 200.30 of the Act, the Recipient, as part of this Agreement, shall agree to complete a final report, in a form and manner prescribed by OBM, detailing how the Recipient used the grant and submit the report to OBM; and,

WHEREAS, pursuant to Section 200.30 of the Act, the City of Perrysburg was appropriated Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) to be utilized for the Downtown Improvement Project

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

SECTION 1. That Council hereby authorizes the Mayor and Director of Finance to enter into any agreements and take any other necessary actions to accept funds from the State of Ohio, through the Ohio Office of Budget and Management for the One Time Strategic Community Investments Program in the amount of Two Hundred Thousand Dollars and Zero Cents (\$200,000.00).

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

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

RESOLUTION 92-2024

A RESOLUTION AUTHORIZING THE FIRE CHIEF TO ENTER INTO AN AGREEMENT WITH THE WOOD COUNTY ALCOHOL, DRUG ADDICTION AND MENTAL HEALTH SERVICES ("ADAMHS") BOARD TO FURNISH NALOXONE KITS AND TRAINING TO THE CITY OF PERRYSBURG; AND DECLARING AN EMERGENCY

WHEREAS, Under R.C. 340.032, the Wood County ADAMHS Board is required to establish a continuum of care that includes prevention and wellness management services and outreach and engagement activities which locate persons in need of addiction services and persons in need of mental health services to inform them of available addiction services, mental health services and recovery supports; and,

WHEREAS, ADAMHS has acquired Naloxone kits to revive overdose victims and thereby provide harm reduction services in communities in Wood County and wishes to distribute them free of charge to Wood County Fire Departments with EMS personnel; and,

WHEREAS, ADAMHS will provide training when needed to those involved in maintaining the Leave It Behind initiative on overdose response, Naloxone distribution, and overdose awareness; and,

WHEREAS, ADAMHS will also provide oversight of data entry for SOS 3.0 and any forms, maintain programmatic data reporting to Ohio MHAS, and provide access to operational procedures, upon request, and schedule meetings as needed for the sharing of program updates or requests; and,

WHEREAS, the City of Perrysburg desires to contract with Wood County ADAMHS and participate in the program; and,

WHEREAS, this Resolution was unanimously approved for advancement to City Council by the Safety Committee at the August 26, 2024 Safety Committee meeting.

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

SECTION 1. This Council hereby authorizes the Fire Chief to enter into an agreement with the Wood County ADAMHS Board to participate in the Naloxone kit distribution program, in accordance with the agreement attached hereto as Exhibit A.

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

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

NALOXONE KITS PARTICIPATION AGREEMENT AND RELEASE

Under R.C. 340.032, the Wood County ADAMHS Board is required to establish a continuum of care that includes prevention and wellness management services and outreach and engagement activities which locate persons in need of addiction services and persons in need of mental health services to inform them of available addiction services, mental health services and recovery supports.

ADAMHS has acquired Naloxone kits to revive overdose victims and thereby provide harm reduction services in communities in Wood County and wishes to distribute them free of charge to Wood County Fire Departments with EMS personnel. ADAMHS will Provide training when needed to those involved in maintaining the Leave It Behind initiative on overdose response, naloxone distribution, and overdose awareness. ADAMHS will also provide oversight of data entry for SOS 3.0 and any forms, maintain programmatic data reporting to Ohio MHAS, and provide access to operational procedures upon execution of Participation Agreement, upon request, and schedule meetings as needed for the sharing of program updates or requests.

The undersigned representative of the Perrysburg Fire and/or EMS Department states that the Appointing Authority for the Department has approved the receipt and use of the Naloxone kits and authorized the representative to accept the kits under the conditions set forth below:

- A. Properly store supplies according to Ohio Board of Pharmacy guidelines to secure against unauthorized use or access.
- B. Provide ADAMHS with contact information of an individual primarily responsible for coordination of naloxone distribution.
- C. Provide training to high-risk community members on overdose response, naloxone administration, and overdose awareness.
- D. Complete required documentation for naloxone distribution according to Project requirements as guided by ADAMHS
- E. Document to ADAMHS in a timely manner training performed and Naloxone distributed.
- F. Agrees that no employer-employee, or agent-principal relationship is created by the acceptance of the Naloxone kits between the Fire Department and its Appointing Authority and ADAMHS.
- G. Releases and holds ADAMHS harmless from any and all losses, claims, damages, lawsuits, demands, actions, judgments, expenses, penalties, attorneys' fees, defense costs or any other injury, damage, or liability from persons who are not party thereto and who claim or allege any bodily injury, sickness or death, damage to their property, expense or other harm caused in whole or in part arising out of the Fire Department's negligent acts or omissions related to its distribution of Naloxone kits.

Perrysburg Fire/EMS
Leave it Behind Representative

Title

Date

Wood County ADAMHS
Representative

Title

Date

TEMPLATE APPROVED AS TO FORM:

Signature on File
Paul A. Dobson

5/30/2024
Date

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Res 93-2024

DATE: August 29, 2024



Subject Matter/Background

The Fire Division is in need of a maintenance agreement for the service and maintenance of EMS cots, load systems, stair chairs, and LUCAS devices. As the manufacturer of the equipment, Stryker Medical, has the equipment, expertise, personnel, and knowledge to perform the required service and maintenance.

The Fire Division would like to enter into a three (3) year maintenance agreement with Stryker Medical for the above-mentioned services. The total cost of the three (3) year agreement is Forty Thousand Six Hundred Ninety-Six Dollars and Twenty-One Cents (\$40,696.21).

This Resolution authorizes the Mayor and Director of Finance to enter into an agreement with Stryker Medical for the service and maintenance of EMS cots, load systems, stair chairs, and LUCAS devices in an amount not to exceed Forty Thousand Six Hundred Ninety-Six Dollars and Twenty-One Cents (\$40,696.21).

Financial Review

Account: 1110-21233-53860

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 there is uninterrupted maintenance service.

RESOLUTION 93-2024

A RESOLUTION AUTHORIZING A MAINTENANCE AGREEMENT WITH STRYKER MEDICAL FOR THE SERVICE AND MAINTENANCE OF CERTAIN EQUIPMENT FOR THE FIRE DIVISION IN AN AMOUNT NOT TO EXCEED FORTY THOUSAND SIX HUNDRED NINETY-SIX DOLLARS AND TWENTY-ONE CENTS (\$40,696.21); AND DECLARING AN EMERGENCY

WHEREAS, the Fire Division is in need of a maintenance agreement for the service and maintenance of EMS cots, load systems, stair chairs, and LUCAS devices; and,

WHEREAS, as the manufacturer of the equipment, Stryker Medical, has the equipment, expertise, personnel, and knowledge to perform the required service and maintenance; and,

WHEREAS, the Fire Division would like to enter into a three (3) year maintenance agreement with Stryker Medical for the above-mentioned services; and,

WHEREAS, the total cost of the three (3) year agreement is Forty Thousand Six Hundred Ninety-Six Dollars and Twenty-One Cents (\$40,696.21); and,

WHEREAS, this Resolution was unanimously approved for advancement to City Council by the Safety Committee at the August 26, 2024 Safety Committee meeting.

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 Stryker Medical for the service and maintenance of EMS cots, load systems, stair chairs, and LUCAS devices in an amount not to exceed Forty Thousand Six Hundred Ninety-Six Dollars and Twenty-One Cents (\$40,696.21), in accordance with the quote attached hereto and incorporated herein as Exhibit A.

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

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



3 Year Prevent

Quote Number:	10877973	Remit to:	Stryker Medical P.O. Box 93308 Chicago, IL 60673-3308
Version:	1	Rep:	Ben Brouwer
Prepared For:	PERRYSBURG FIRE DIV STATION 39	Email:	
	Attn:	Phone Number:	
GPO:	CUSTOMER CONTRACT	Service Rep:	Matt Payne, Brent Rieman
Quote Date:	02/29/2024	Email:	
Expiration Date:	05/29/2024		
Contract Start:	03/15/2024		
Contract End:	03/14/2027		

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	PERRYSBURG FIRE DIV STATION 39	Name:	PERRYSBURG FIRE DIV STATION 39	Name:	CITY OF PERRYSBURG
Account #:	20090149	Account #:	20090149	Account #:	20037760
Address:	26100 FT MEIGS RD	Address:	26100 FT MEIGS RD	Address:	201 W INDIANA AVE
	PERRYSBURG		PERRYSBURG		PERRYSBURG
	Ohio 43551		Ohio 43551		Ohio 43551-1525

ProCare Products:

#	Product	Description	Months	Qty	Discount %	Sell Price	Total
1.0	POWERPRO-PROCARE	PROCARE-SVC-POWERPRO 11/15/2025 - 03/14/2027 ✓ Parts, Labor, Travel ✓ Preventative Maintenance ✓ Batteries Service	16	2	15.0%	\$1,812.20	\$3,624.40
2.0	POWERPRO-PROCARE	PROCARE-SVC-POWERPRO ✓ Parts, Labor, Travel ✓ Preventative Maintenance ✓ Batteries Service	36	1	15.0%	\$4,077.45	\$4,077.45
3.0	XPEDITION-PROCARE	PROCARE-XPEDITION-STAIRCHAIR 10/15/2024 - 03/14/2027 ✓ Parts, Labor, Travel ✓ Preventative Maintenance ✓ Batteries Service	29	2	15.0%	\$2,362.30	\$4,724.60
4.0	STR-CHAIR-PROCARE	PROCARE-SVC-STAIR-CHAIR ✓ Parts, Labor, Travel ✓ Preventative Maintenance	36	1	15.0%	\$777.75	\$777.75
5.0	LUCAS-FLD-PROCARE	PROCARE-SVC-LUCAS-FIELD-REPAIR 03/15/2025 - 03/14/2027 ✓ Parts, Labor, Travel ✓ Preventative Maintenance ✓ Batteries Service	24	3	15.0%	\$2,922.30	\$8,766.90
6.0	POWERLOAD-PROCARE	PROCARE-SVC-POWER-LOAD ✓ Parts, Labor, Travel ✓ Preventative Maintenance ✓ Batteries Service	36	3	15.0%	\$5,796.15	\$17,388.45
7.0	POWERPRO-PROCARE	PROCARE-SVC-POWERPRO	20	2	0.0%	\$508.33	\$1,016.66



3 Year Prevent

Quote Number: 10877973

Version: 1

Prepared For: PERRYSBURG FIRE DIV STATION 39

Attn:

GPO: CUSTOMER CONTRACT

Quote Date: 02/29/2024

Expiration Date: 05/29/2024

Contract Start: 03/15/2024

Contract End: 03/14/2027

Remit to: Stryker Medical

P.O. Box 93308

Chicago, IL 60673-3308

Rep: Ben Brouwer

Email:

Phone Number:

Service Rep: Matt Payne, Brent Rieman

Email:

#	Product	Description	Months	Qty	Discount %	Sell Price	Total
03/15/2024 - 11/14/2025							
√ Preventative Maintenance							
8.0	XPEDITION-PROCARE	PROCARE-XPEDITION-STAIRCHAIR	8	2	0.0%	\$160.00	\$320.00
03/15/2024 - 10/14/2024							
√ Preventative Maintenance							
ProCare Total:							\$40,696.21
ProCare Annual Payment:							\$13,565.40
Price Totals:							
Grand Total:							\$40,696.21

Authorized Customer Signer (Printed)

Date

Stryker Authorized Signature (Printed)

Date

Authorized Customer Signature

Date

Stryker Authorized Signature

Date



3 Year Prevent

Quote Number:	10877973	Remit to:	Stryker Medical
			P.O. Box 93308
			Chicago, IL 60673-3308
Version:	1	Rep:	Ben Brouwer
Prepared For:	PERRYSBURG FIRE DIV STATION 39	Email:	
	Attn:	Phone Number:	
GPO:	CUSTOMER CONTRACT	Service Rep:	Matthew Payne
Quote Date:	02/29/2024	Email:	matthew.payne@stryker.com
Expiration Date:	05/29/2024		
Contract Start:	03/15/2024		
Contract End:	03/14/2027		

Purchase Order Number

Service Terms and Conditions:
The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at <https://techweb.stryker.com> The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

Equipment Service Plan

Line Item #	Model	Serial #
1.0	PROCARE-SVC-POWERPRO	2310001926
1.0	PROCARE-SVC-POWERPRO	2310001879
2.0	PROCARE-SVC-POWERPRO	160639998
3.0	PROCARE-XPEDITION-STAIRCHAIR	2307002215
4.0	PROCARE-SVC-STAIR-CHAIR	110143261
5.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	N/A
6.0	PROCARE-SVC-POWER-LOAD	1902003400087
6.0	PROCARE-SVC-POWER-LOAD	160139747
6.0	PROCARE-SVC-POWER-LOAD	140340164
7.0	PROCARE-SVC-POWERPRO	2310001926
7.0	PROCARE-SVC-POWERPRO	2310001879
8.0	PROCARE-XPEDITION-STAIRCHAIR	2307002215
8.0	PROCARE-XPEDITION-STAIRCHAIR	2307001980

Purchase Order Form



Account Manager _____
Cell Phone _____

Purchase Order Date _____
Expected Delivery Date _____
Stryker Quote Number _____

Check box if Billing same as Shipping ☐

BILL TO	CUSTOMER #
Billing Account Num	
Company Name	
Contact or Department	
Street Address	
Add'l Address Line	
City, ST ZIP	
Phone	

SHIP TO	CUSTOMER #
Shipping Account Num	
Company Name	
Contact or Department	
Street Address	
Add'l Address Line	
City, ST ZIP	
Phone	

Authorized Customer Initials _____

Authorized Customer Initials _____

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE		

Accounts Payable Contact Information

Name _____
Email _____
Phone _____

Stryker Terms and Conditions

www.stryker.com/stnc

Authorized Customer Signature

Printed Name _____
Title _____
Signature _____
Date _____

Attachment Stryker Quote Number

*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Ord 58-2024

DATE: August 29, 2024



Subject Matter/Background

An Ordinance amending the zoning of two parcels located at the northwest corner of the intersection of Five Point Road and Dixie Highway from I-2 (General Industrial) to C-4 (Highway Commercial). The surrounding parcels are zoned: to the North by PBP (Planned Business Park) zoning; to the West by PBP/I-2 (Planned Business Park/General Industrial) zoning; to the South by R-1/RM (Single Family Residential/Multiple Family Residential) zoning; and to the East by Perrysburg Township. The owner would like the amend the zoning map to C-4 to allow the development of a convenience store.

The Planning Commission voted 7-0 in favor rezoning the property to C-4.

The Planning and Zoning Committee heard this matter at their August 29, 2024 meeting and recommended that the matter be presented to City Council.

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 58-2024

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF PERRYSBURG, WOOD COUNTY, OHIO, TO REZONE PROPERTY ON THE NORTHWEST CORNER OF THE INTERSECTION OF FIVE POINT ROAD AND DIXIE HIGHWAY FROM I-2 (GENERAL INDUSTRIAL) TO C-4 (HIGHWAY COMMERCIAL)

WHEREAS the proposed parcels for rezoning are located at the northwest corner of the intersection of Five Point Road and Dixie Highway; and,

WHEREAS, the area proposed for rezoning consists of parcels Q61-400-190000016000 and Q61-400-190000017000; and,

WHEREAS, this property is bordered on the North by PBP (Planned Business Park) zoning; to the West by PBP/I-2 (Planned Business Park/General Industrial) zoning; to the South by R-1/RM (Single Family Residential/Multiple Family Residential) zoning; and to the East by Perrysburg Township; and,

WHEREAS, the applicant has requested rezoning from I-2 (General Industrial) to C-4 (Highway Commercial) to allow for the development of a convenience store; and,

WHEREAS, the type of development desired by the applicant is not allowed with the current zoning; and,

WHEREAS, the Planning Commission voted 7-0 in favor rezoning the property to C-4 (Highway Commercial); and,

WHEREAS, a Public Hearing was held on August 6, 2024, and, at their August 29, 2024 meeting, the Planning and Zoning Committee considered this legislation and unanimously recommended advancement to City Council.

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

SECTION 1. The Zoning District Map attached to and made a part of Ordinance No. 156-2007, passed on October 2, 2007, now known as Title 12 of the Codified Ordinances of the City of Perrysburg, Ohio, and as subsequently amended, is hereby revised and amended by changing the zoning of the parcel depicted in Exhibit A from I-2 (General Industrial) to C-4 (Highway Commercial).

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

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

President of Council

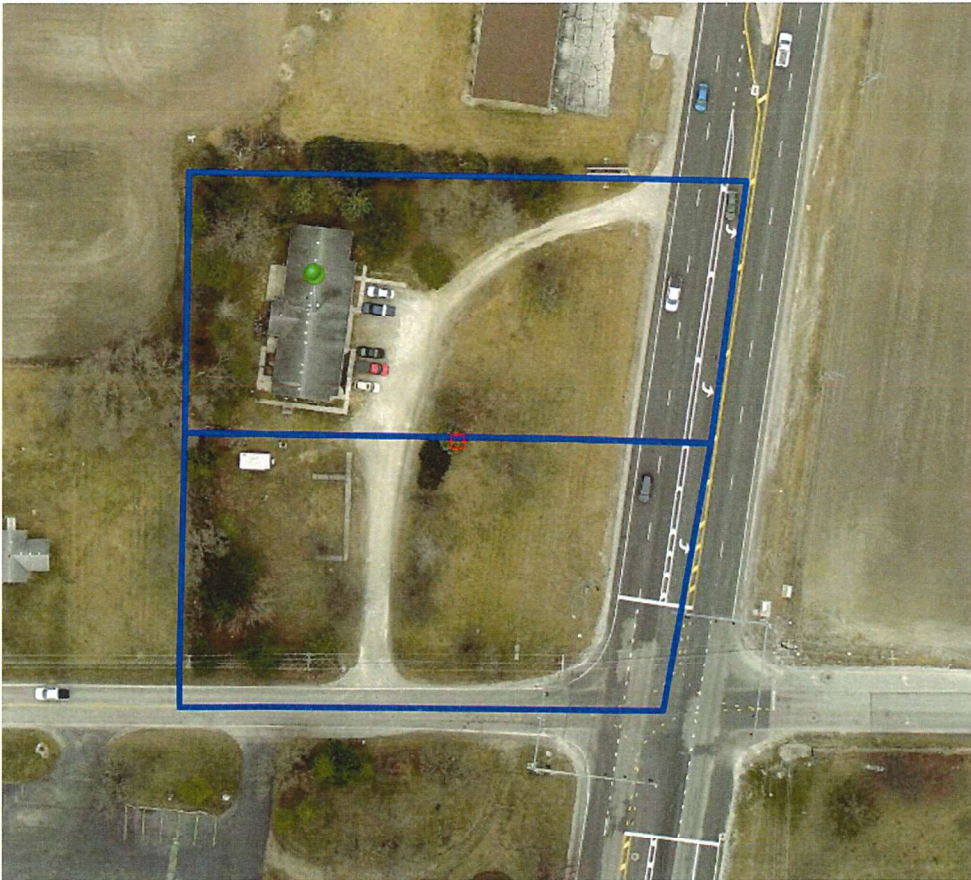
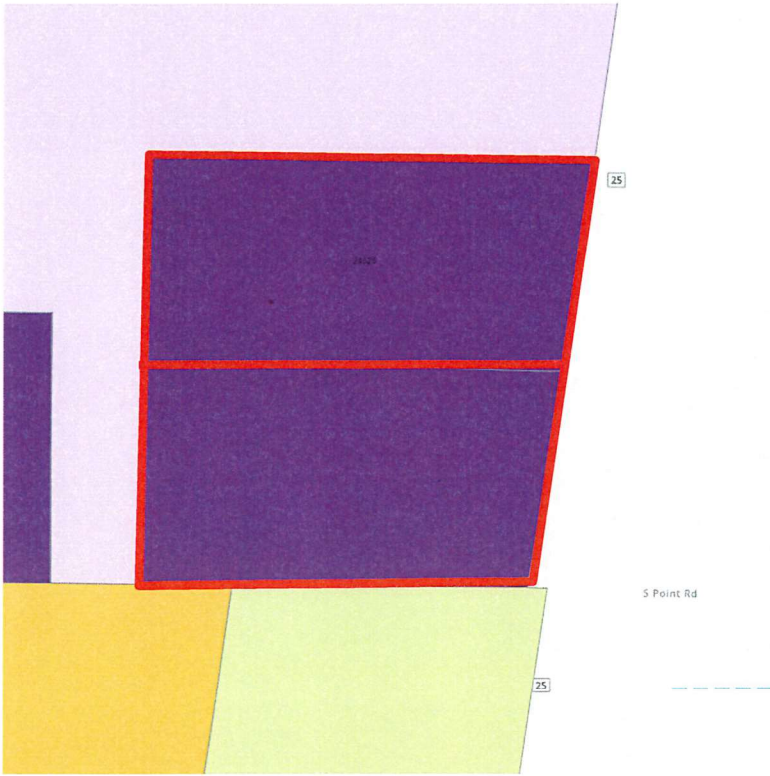
Mayor

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 59-2024

DATE: August 29, 2024



Subject Matter/Background

City of Perrysburg, Ohio, Codified Ordinance §1235.04(zz) establishes “Landmark Features/Signage” under Special Approval Uses through the City of Perrysburg’s Codified Ordinances (“Code”). This Ordinance is being updated to remove the distance restriction set forth in the Code.

The Planning and Zoning Committee considered this legislation at its meeting on August 29, 2024 and unanimously recommended advancement to City Council.

Financial Review

There is 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 second and third readings and vote on this Ordinance is recommended.

ORDINANCE 59-2024

AN ORDINANCE AMENDING CODIFIED ORDINANCE §1235.04(ZZ) “LANDMARK FEATURE/SIGNAGE” PREVIOUSLY ADOPTED THROUGH ORDINANCE 43-2013 ON APRIL 9, 2013

WHEREAS, City of Perrysburg, Ohio, Codified Ordinance §1235.04(zz) establishes “Landmark Features/Signage” under Special Approval Uses through the City of Perrysburg’s Codified Ordinances (“Code”); and,

WHEREAS, this Ordinance is being updated to remove the distance restriction set forth in the Code; and,

WHEREAS, at their June 27, 2024 meeting, the Planning Commission recommended approval of the proposed Zoning Code amendment; and,

WHEREAS, a Public Hearing was held on August 6, 2024 and, at their August 29, 2024 meeting, the Planning and Zoning Committee considered this legislation and unanimously recommended advancement to City Council.

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

SECTION 1. Codified Ordinance §1235.04(zz) which currently reads as:

1235.04(zz) Landmark Feature/Signage.

Landmarks featuring signage are exempt from the provisions of the zoning code (including the sign code) but shall require City Council approval in accordance with the criteria of the Special Approval Use (SAU). No Landmark Feature/Signage shall be approved by the Planning Commission unless it shall find the following:

- (1) The feature utilizes materials that are of high quality, and are arranged in a way to be complementary to its surroundings.
- (2) The feature provides a broad interest or benefit to the public.
- (3) Any signage or promotion of private enterprise does not in any way dominate the visual impact of the structure or property.
- (4) The feature shall provide landscaping at its base where possible.
- (5) If signage is present, the location of the structure is reasonable in relation to the messages provided on it.
- (6) Landmark feature/signage shall not be placed closer than 1,000' to other established landmark feature/signage.
- (7) The proposed structure shall not pose a danger to visibility or pedestrian/vehicular traffic.
- (8) Details shall be provided outlining the relief/deviation from the Zoning Code that an approval would grant the applicant.

- (9) After review, the Planning Commission shall make a recommendation to the City Council. City Council shall hold a public hearing with respect to the proposed use, in accordance with the same procedures as provided for in Chapter [1285](#), shall review and decide whether or not the use will be permitted in accordance with the criteria of this Zoning Code.

(Ord. 43-2013. Passed 4-9-13.)

is hereby amended and revised to read:

1235.04(zz) Landmark Feature/Signage.

Landmarks featuring signage are exempt from the provisions of the zoning code (including the sign code) but shall require City Council approval in accordance with the criteria of the Special Approval Use (SAU). No Landmark Feature/Signage shall be approved by the Planning Commission unless it shall find the following:

- (1) The feature utilizes materials that are of high quality, and are arranged in a way to be complementary to its surroundings.
- (2) The feature provides a broad interest or benefit to the public.
- (3) Any signage or promotion of private enterprise does not in any way dominate the visual impact of the structure or property.
- (4) The feature shall provide landscaping at its base where possible.
- (5) If signage is present, the location of the structure is reasonable in relation to the messages provided on it.
- ~~(6) Landmark feature/signage shall not be placed closer than 1,000' to other established landmark feature/signage.~~
- (6) The proposed structure shall not pose a danger to visibility or pedestrian/vehicular traffic.
- (7) Details shall be provided outlining the relief/deviation from the Zoning Code that an approval would grant the applicant.
- (8) After review, the Planning Commission shall make a recommendation to the City Council. City Council shall hold a public hearing with respect to the proposed use, in accordance with the same procedures as provided for in Chapter [1285](#), shall review and decide whether or not the use will be permitted in accordance with the criteria of this Zoning Code.

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 60-2024

DATE: August 29, 2024



Subject Matter/Background

City of Perrysburg, Ohio, Codified Ordinance §266.11-3 establishes “Longevity Pay” through the City of Perrysburg’s Codified Ordinances (“Code”) titled “Personnel Policy.” The City of Perrysburg has determined it is appropriate to update §266.11-3 in order to provide uniformity to the longevity pay calculation throughout the City.

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

First Reading – 9/3/2024

Second Reading – 9/17/2024

Third Reading and Vote – 10/1/2024

ORDINANCE 60-2024

AN ORDINANCE AMENDING CODIFIED ORDINANCE §266.11-3 “LONGEVITY PAY” PREVIOUSLY ADOPTED THROUGH ORDINANCE 93-2003 ON JUNE 17, 2003

WHEREAS, City of Perrysburg, Ohio, Codified Ordinance §266.11-3 establishes “Longevity Pay” 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 August 27, 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 §266.11-3 which currently reads as:

266.11-3 LONGEVITY PAY.

Each full time staff member covered by this Personnel Policy of the City shall receive longevity pay equal to fifty-five dollars (\$55.00) for each year, or part thereof, of service to be paid with the first pay in July. Longevity pay contemplated by this section shall be paid the nearest pay day on or after July first of each year. Eligibility and years of service will be determined as of January first of each year. Provided, however,

A. No such longevity pay shall accrue to a staff member below the Senior Administrative staff level until such person has completed twelve (12) years of continuous service with the City.

B. No such longevity pay shall accrue to a Senior Administrative staff member until such person has completed ten (10) years of continuous service with the City.

C. No such longevity pay shall accrue to an Executive Staff Member or Human Resources Manager until such person has completed four (4) years of continuous service with the City.

(Ord. 177-2006. Passed 8-1-06.)

is hereby amended and revised to read:

266.11-3 LONGEVITY PAY

Each full-time permanent non-bargaining unit employee shall receive longevity pay equal to fifty-five dollars (\$55.00) for each year of service **after completing four (4) full**

years of continuous service with the City. Eligibility and full years of service will be determined as of January 1 of each year and will be paid with the first pay period of July.

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 61-2024

DATE: August 29, 2024



Subject Matter/Background

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

In an expand and clarify the language regarding use of leave, the City is adding Ordinance §266.06-5 establishing “Personal Leave Time Conversion” to the City of Perrysburg’s Codified Ordinances (“Code”) titled “Personnel Policy.”

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

First Reading – 9/3/2024

Second Reading – 9/17/2024

Third Reading and Vote – 10/1/2024

ORDINANCE 61-2024

AN ORDINANCE ADDING CODIFIED ORDINANCE §266.06-5 “PERSONAL LEAVE TIME CONVERSION” TO THE CITY OF PERRYSBURG PERSONNEL CODE

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

WHEREAS, in an effort to expand and clarify the language regarding use of leave, the City is adding Ordinance §266.06-5 establishing “Personal Leave Time Conversion” to the City of Perrysburg’s Codified Ordinances (“Code”) titled “Personnel Policy”; and,

WHEREAS, the Personnel Committee considered this legislation at its meeting on August 27, 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 §266.06-5 shall read:

266.06-5 PERSONAL LEAVE TIME CONVERSION

Full time non-bargaining unit employees may convert up to twenty-four (24) hours of sick time to personal leave time each calendar year, provided that the conversion will not drop their sick time bank below two-hundred forty (240) hours.

The conversion must be made between January 1 and January 15 of each year. An employee may only have a maximum of twenty-four (24) hours in their personal leave time bank at any given time. The employee may only use twenty-four (24) hours of personal leave time in a calendar year and personal leave time must be taken in amounts of four (4) hours or more.

Any unused personal leave time will carry over to the next calendar year; however, at no point shall an employee’s personal leave time bank exceed twenty-four (24) hours. Unused personal leave time shall not be paid out when leaving employment with the City.

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

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

President of Council

Mayor

PASSED _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Res 94-2024

DATE: August 29, 2024



Subject Matter/Background

The City of Perrysburg is in need of continued flow monitoring services at certain locations. Since 2017, ADS LLC has provided level, flow, and rainfall monitoring services and reporting to the City.

The City would like to continue utilizing ADS LLC to provide these services, the total price for these services is Twenty-six Thousand Two Hundred Eighty Dollars and Zero Cents (\$26,280.00).

Through this Resolution, City Council authorizes the Mayor and Director of Finance to enter into an Agreement with ADS LLC in an amount not to exceed Twenty-six Thousand Two Hundred Eighty Dollars and Zero Cents (\$26,280.00) to provide flow monitoring services.

Financial Review

Account: 5332-61826-53999

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

If City Council is in agreement, a motion to suspend the rules, waive the three readings and pass this Resolution as an emergency is recommended, in to allow ADS LLC to continue providing necessary services to the City.

RESOLUTION 94-2024

A RESOLUTION AUTHORIZING AN AGREEMENT WITH ADS LLC IN AN AMOUNT NOT TO EXCEED TWENTY-SIX THOUSAND TWO HUNDRED EIGHTY DOLLARS AND ZERO CENTS (\$26,280.00) FOR FLOW MONITORING SERVICES; AND DECLARING AN EMERGENCY

WHEREAS, the City of Perrysburg is in need of continued flow monitoring services at certain locations; and,

WHEREAS, since 2017, ADS LLC has provided level, flow, and rainfall monitoring services and reporting to the City of Perrysburg; and,

WHEREAS, the City of Perrysburg would like to continue utilizing ADS LLC to provide these services; and,

WHEREAS, the total price for these services is Twenty-six Thousand Two Hundred Eighty Dollars and Zero Cents (\$26,280.00); and,

WHEREAS, the Public Utilities Committee, at its meeting held August 28, 2024, unanimously approved advancement of this Agreement to City Council.

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

SECTION 1. City Council authorizes the Mayor and Director of Finance to enter into an Agreement with ADS LLC in an amount not to exceed Twenty-six Thousand Two Hundred Eighty Dollars and Zero Cents (\$26,280.00) to provide flow monitoring services, as set forth in the Proposal attached hereto and incorporated herein as Exhibit A.

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

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

ADS LLC
EQUIPMENT AND/OR PROFESSIONAL OR TECHNICAL SERVICES AGREEMENT

The Parties named below hereby agree to be bound to the following terms and conditions and in accordance with the Exhibits attached to and incorporated herein to this Agreement.

ADS LLC: 340 The Bridge Street, Suite 204, Huntsville, Alabama 35806

By: _____

Printed Name: _____

Title: _____

Date: _____

CLIENT: City of Perrysburg

Address: 201 W. Indiana Ave., Perrysburg, OH 43551

By: _____

Printed Name: _____

Title: _____

Date: _____

NOW THEREFORE, the Parties, agreeing to be legally bound, hereby agree as follows:

ARTICLE 1 – RESPONSIBILITIES OF THE PARTIES

1.01 ADS

A. ADS shall provide the Services set forth herein and in the ADS Proposal dated June 4th, 2024 attached hereto and incorporated herein as Exhibit A.

B. The standard of care for all services performed or furnished by ADS under this Agreement will be the care and skill ordinarily used by members of ADS' profession practicing under similar circumstances at the same time and in the same locality. ADS makes no warranties, express or implied, under this Agreement or otherwise, in connection with ADS' services, except as provided in section 4.03.

1.02 Client

A. Client shall have the responsibilities set forth herein and in Exhibit A.

1.03 Orders and Specifications

A. All orders placed with ADS for equipment must be in writing, signed, contain definitive prices, delivery dates, quantities and complete descriptions of products being purchased. Specifications applicable to items sold hereunder shall be those furnished by ADS, or those furnished by Client and agreed to in writing by ADS.

ARTICLE 2 - PRICING, PAYMENT AND INVOICES

2.01 Pricing

A. Price quotations, unless otherwise stated, shall automatically expire thirty (30) days from the date issued and may be cancelled or amended within said period upon written notice to Client.

B. The prices set forth in Exhibit A are subject to being adjusted due to extraordinary market conditions. As used herein, "extraordinary market conditions" means any increase in the cost of materials caused by changes in the market or for any other reason that is outside of ADS' control such as tariffs, surcharges, increased logistics costs and fluctuations in currency and raw

materials, which results in a price increase of the prices set forth in a contract, quote, purchase order or order acknowledgement.

2.02 Payment

A. Client shall pay ADS in accordance with the schedule set forth in Exhibit A.

2.03 Invoices

A. Invoices will be prepared in accordance with ADS' standard invoicing practices, unless otherwise stated in Exhibit A. Invoices are due and payable within thirty (30) days after the date they are issued by ADS. If Client fails to make any payment due ADS for services and/or reimbursable expenses within thirty (30) days after issuance of ADS' invoice, the amounts due ADS will be increased at the rate of one and one-half percent (1.5%) per month (or the maximum rate of interest permitted by law) from said thirtieth day. ADS reserves the right to establish and/or change the credit and payment terms extended to Client, including but not limited to requiring pre-payment or Irrevocable Letter of Credit, when in ADS' sole opinion Client's financial condition or previous payment record warrants such action. Furthermore, on delinquent accounts, ADS may divert shipments or reschedule deliveries of products on unfilled orders. All invoices shall be payable in U.S. Funds, drawn on a U.S. Bank. For sales outside of the United States, payment shall be at sight of shipping documents against an Irrevocable Letter of Credit which is satisfactory to ADS in its sole discretion.

ARTICLE 3 – TERMINATION

3.01 Termination

A. For Cause

1. The obligation to provide further services under this Agreement may be terminated by either party for cause upon thirty (30) days written notice in the event of a substantial failure by either party to perform in accordance with the terms of this Agreement through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the Party receiving such notice begins, within seven (7) days of receipt of such notice, to

correct its failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt thereof.

2. In the event of termination by ADS for cause, ADS will be entitled to invoice Client and will be paid for all services rendered and all reimbursable expenses incurred through the effective date of termination.

B. For Convenience

1. Either party may terminate this Agreement for its convenience upon sixty (60) days written notice to the other party. If this Agreement is terminated by the Client for its convenience, ADS shall be paid a reasonable amount for expenses directly attributable to termination, both before and after the effective date of termination, including, but not limited to demobilization expenses and costs associated with terminating subcontract agreements.

ARTICLE 4 - GENERAL CONSIDERATIONS

4.01 Remedies

A. In the event (a) Client defaults in the payment of any monies due to ADS hereunder beyond the tenth (10th) day after the same is due or (b) Client files or suffers a petition of bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee or makes an assignment for the benefit of creditors or enters into an arrangement with creditors and Client fails to secure a discharge thereof within thirty (30) days, then in any such event ADS may at its option do any or all of the following: (i) collect from Client a service charge on all monies due; (ii) terminate the sale; (iii) whether or not this sale is terminated, take immediate possession of any or all of the equipment wherever situated and for such purpose enter upon any premises without liability for so doing; and (iv) sell, dispose of, hold, use or lease all or any of the equipment as ADS in its sole discretion may decide without any duty or account to Client. Client shall in any event remain fully liable for damages as provided by law and for all costs and expenses incurred by ADS on account of such default including all court costs and reasonable attorney's fees. The rights afforded ADS under this paragraph shall not be deemed to be exclusive but shall be in addition to the rights or remedies provided by law.

4.02 Delivery, Title and Risk of Loss

A. Title and risk of loss of items sold hereunder shall pass to the Client upon delivery of the items by ADS to a public carrier (FOB shipping point). In no event shall ADS be liable for any delay in delivery or assume any liability in connection with shipment, nor shall the carrier be deemed an agent of ADS. Insurance associated with goods during transit shall be Client's responsibility. All products shall be deemed accepted upon Client's confirmation or within three (3) days of date of delivery, whichever occurs first.

4.03 Warranty, Returns, Alterations to Equipment

A. All new products manufactured by ADS will be free from defects in material and workmanship for up to one (1) year following the date of shipment from ADS, except that ADS ECHO™ monitors will be free from defects in material and workmanship for two (2) years following date of shipment from ADS. During this warranty period, upon satisfactory proof of a defect, the product may be returned for repair or replacement, at ADS' sole option. Warranty repairs and replacements will be

performed only by ADS or its authorized representative. Any unauthorized repair or replacement, use, installation or incorporation of unauthorized parts or accessories, including without limitation opening up a monitor, will void this product warranty. Warranty for ADS products covers repair or replacement, at the discretion of ADS, if the product is found to be defective due to faulty materials, workmanship, or function within the warranty period and will not extend the original product warranty period. No product may be returned without ADS permission and authorization. This warranty is available to the Client as the original purchaser of the product and only if it has been installed, operated, and maintained in accordance with ADS' standards. This warranty does not apply to damage by catastrophes of nature, fire, explosion, acts of God (including, but not limited to, lightning damage and power surges), accidents, improper use or service, damage during transportation, or other similar causes beyond ADS' control. ADS expressly disclaims any and all implied warranties, including, but not limited to any warranty for fitness for a particular purpose. The cost of shipping the equipment from Client's facility back to ADS shall be paid by the Client.

B. Authorization must be obtained from ADS prior to return of any items, including those for repair. Client's right to repair or replacement is governed by the items in this Article 4.03. Issuance of credit for returned items shall be made at ADS' discretion upon Client's request. All returns accepted by ADS may be subject to a restocking fee.

C. It is understood and agreed that any modification or alteration to purchased equipment by Client, other than that specifically authorized by this Agreement or by ADS, shall VOID AND NULLIFY, in its entirety, all warranty conditions as set forth herein.

4.04 Use of Documents

A. If required, ADS shall provide Client with a printed hard copy of the deliverable agreed upon in Exhibit A. All other deliverables shall be in the appropriate electronic media format.

B. Client agrees that it will perform acceptance tests or procedures on electronic files within thirty (30) days of receipt of same, after which the Client shall be deemed to have accepted the data thus transferred. Any errors detected within the thirty (30)-day acceptance period will be corrected by ADS.

C. Any reuse or modification of the Documents without written verification or adaptation by ADS, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to ADS or to ADS' Subcontractors. Client shall indemnify and hold harmless ADS and ADS' Subcontractors from all claims, damages, losses, and expenses, including attorneys' fees arising out of such use.

4.05 Changes, Modifications and/or Amendments

A. All changes, modifications and/or amendments to this Agreement or Exhibit A hereto shall be made in writing and shall be signed by both Parties.

4.06 Insurance

A. During the term of this Agreement, ADS shall at all times procure and maintain at a minimum the following insurance coverage:

*General Liability \$1,000,000 CSL and annual aggregate
Automobile Liability \$1,000,000 CSL and annual aggregate
Workers Compensation as required by statute*

ADS will provide Evidence of Insurance upon request.

4.07 Controlling Law, Venue and Dispute Resolution

A. The Parties shall endeavor to resolve any disputes through informal negotiations between the Parties. If the dispute cannot be resolved within sixty (60) days after first notice of the dispute, for sales within the United States, the Parties agree that the dispute may be submitted to the court of competent jurisdiction in the county in which the work under this Agreement was performed, or in an alternative location upon agreement of the Parties. For sales outside of the United States the validity, construction, and performance of this Agreement shall be governed by the laws of the State of Alabama without regard to conflicts of laws, rules or principles. Venue shall be in the Circuit Court of Madison County, Alabama. The United Nations Convention on Contracts for the International Sales of Goods is hereby expressly excluded from application to this Agreement.

B. THE PARTIES HERETO EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY TO THIS AGREEMENT.

C. In the event of any dispute and/or legal action arising from an interpretation and/or the performance of any of the provisions of this Agreement, the Parties hereby agree that the prevailing Party shall be awarded reasonable attorney's fees and costs, including but not limited to, the cost of paralegals, accountants and attorney's fees and costs of appellate proceedings, if applicable.

4.08 Export Compliance

A. These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

4.09 Government Indemnity

A. Purchase Orders placed hereunder containing a notation that the material is intended for use under a government contract shall be subject to the then current Government provisions referenced thereon in attachments thereto. However, prior to Client responding to a bid or RFP, Client bid response or proposal to RFP will be submitted to ADS and all clauses and regulatory requirements required to "flow-down" to subcontractors from a U.S. Government prime contract shall be reviewed, noted as to acceptance or rejection of clauses and mutually agreed to in writing by Client and ADS on an individual basis.

4.10 Successors, Assigns, and Beneficiaries

A. Neither party shall assign this Agreement without the prior written consent of the other, which shall not be unreasonably withheld, except that without securing such prior consent either party shall have the right to assign this Agreement, and all obligations hereunder, to any successor by way of merger or consolidation or the acquisition of all or substantially all of the business and assets of the party relating to the subject matter of these terms. This right shall be retained provided that such successor shall expressly assume all of the obligations and liabilities of the assigning party under the Agreement. Any assignment in violation of this paragraph shall be void. The terms and conditions of this Agreement shall be binding upon and enforceable by the successor and permanent assign of the assigning party.

B. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and ADS and not for the benefit of any other third Party.

4.11 Limitation of Liability

A. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ADS, OR ANY OF ITS AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS OR PARENT CORPORATIONS, BE LIABLE TO ANY PERSON, FIRM OR ENTITY, INCLUDING, BUT NOT LIMITED TO CLIENT, FOR ANY INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE AND/OR LOST SAVINGS, EVEN IF CLIENT HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE OR IF SAME WERE REASONABLY FORESEEABLE. ADS' LIABILITY, IS LIMITED TO THE ACTUAL DAMAGES PROVEN UP TO THE OVERALL VALUE OF THE CONTRACT.

4.12 Force Majeure

A. Neither Client nor ADS shall hold the other responsible for damages or delays in performance caused by Force Majeure or other events beyond the control of the other Party which could not reasonably have been anticipated or prevented. Force Majeure shall include, but not be limited to, unusually severe weather, floods, power outages, epidemics, quarantine restrictions, war, acts of terrorism, riots, strikes, lockouts, exercise of police power, condemnation or eminent domain. The foregoing shall not give rise to any claims or damages or be considered a waiver by either Party of the obligations of this Agreement.

4.13 Acceptance Testing

A. The successful execution of the ADS standard test procedures for final test and checkout shall constitute Client acceptance testing of all products under this Agreement. Client may witness ADS-manufactured equipment acceptance testing on a non-interference basis upon thirty (30) days advance written request to ADS.

4.14 Engineering Changes

A. ADS reserves the right to make progress and design changes in standard product items ordered without prior approval or notification to Client.

4.15 Cancellation

A. ADS may at its option, cancel an order in the event, (a) Client's payments are in default or Client breaches any material provision hereto; (b) substantial changes in raw materials occur; (c) causes beyond ADS' reasonable control as specified in Article 4.08 (Force Majeure); (d) Client becomes insolvent or a petition of bankruptcy is filed.

4.16 Taxes

A. Client shall be responsible for payment of all applicable sales, use or other taxes whether local, state, or federal, which are chargeable in connection with the sale of the items hereunder unless specifically provided for otherwise in writing.

4.17 Confidentiality and Non-disclosure

A. Both Parties acknowledge that, in the course of performing this Agreement, certain employees, agents or representatives may be exposed to or acquire information which is proprietary or confidential. Such proprietary and confidential information may include without limitation information related to research, development, designs, plans, reports, investigations, materials, data, pricing, trade secrets, customer lists, salaries, or business information ("Confidential and Proprietary Information").

B. Both Parties agree to hold each other's Proprietary and Confidential Information in strict confidence and not to make each other's Proprietary and Confidential Information available in any form to any third party or to use each other's Proprietary and Confidential Information for any other purpose than for the performance of work under the implementation of this Agreement.

4.18 EEO Statement

A. It is the policy of ADS to recruit, hire, train, compensate, promote, discipline, and otherwise treat its employees and applicants without regard or consideration for the individual's race, color, religious creed, sex, age, national origin, ancestry, mental or physical disability, marital status, citizenship status or any other reason prohibited by law. In addition, ADS is committed to fully complying with all applicable laws and regulations regarding the Americans with Disabilities Act of 1990, Title VII of the Civil Rights Act, and the Vietnam Era Veterans Readjustment Assistance Act and applicable Federal, State, and Local regulations. ADS also provides equal employment opportunity in all employment practices to qualified applicants and employees without regard to disability.

4.19 Notices

A. Any notice required under this Agreement shall be in writing, addressed to the appropriate Party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

4.20 Survival

A. All express representations, indemnifications, limitations of liability, and assurances of confidentiality included in this Agreement shall survive its completion or termination for any reason.

4.21 Severability

A. Any provision or part of this Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and ADS, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

4.22 Waiver

A. Non-enforcement of any provision by either Party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

4.23 Headings

A. The headings used in this Agreement are for general reference only and do not have special significance.

4.24 Entire Agreement

A. This Agreement constitutes the entire agreement between the Parties and exclusive statement of the terms between the Parties with respect to equipment sold and services to be performed hereunder. The Exhibits referenced in this Agreement and the specifications and drawings referenced therein are a part of this Agreement with the same force and effect as if fully set forth herein. No alteration, modification, or amendment of any of the provisions hereof shall be binding unless in writing and signed by duly Authorized Representatives of the Parties. In the event of an inconsistency between the terms, conditions, and provision of this Agreement and those of Client's purchase order, then in accordance with the usage of trade, Client's assent to the terms and conditions herein shall be conclusively presumed from Client's failure to reasonably object in writing and from Client's acceptance of all or any part of the material and/or services ordered.

Exhibit A

PROPOSAL

ADS Proposal dated June 4th, 2024 containing the agreed upon scope of work, compensation and Party responsibilities are attached hereto and incorporated as if fully set forth herein.



June 4, 2024

City of Perrysburg, OH
Attention: Mr. Matt Choma
211 E. Boundary
Perrysburg, OH 43551

Subject: **Flow Monitoring Program at 3 CSO Locations, 1 SSO Location, and 1 Rain Gauge Location**

Dear Mr. Choma,

Since 2017, ADS has provided the City of Perrysburg a fixed-price fee for level, flow, and rainfall monitoring services and reporting. This program includes all of the flow monitoring equipment, online analysis software, real-time alarming and the ADS support necessary to acquire accurate and decisional level, flow, and rainfall data - all installed and maintained by the experienced experts at ADS Environmental Services. The program has provided online data delivery with event notifications at each CSO outfall, trending, map viewing, and optional analyses all at a monthly fee and without additional capital costs or City maintenance concerns. The program was designed to be easy, flexible, accurate, and provides a single point accountability for collection system flow data for the City.

Under the program, ADS provides 24-hour access to online data from our PRISM web-hosted software program. ADS has also included data analysis and data QA/QC along with reporting services to assist with the Cities monthly Discharge Monitoring Report and Outfall flow quantification. Finally, common tasks completed by ADS under this program include sensor scrubs and cleaning, calibrations, battery replacements, and sensor replacements, should they be needed.

As requested, we have also included an updated Service Agreement for review by the City and to be utilized for these continued services.

We hope these cost numbers will be considered by the City for continued services under this program, and we look forward to hearing any feedback you may have regarding the program, equipment, or staff that ADS is utilizing to perform this work.

Sincerely,

A handwritten signature in black ink that reads 'Bob Uzelac' in a cursive script.

Bob Uzelac
Business Development Manager
ADS Environmental Services
(219) 546-9056
buzelac@idexcorp.com

Fee for ADS I-Site Monitoring Program (12 Months)

Perrysburg, Ohio

Number of Flow Meters	3
Number of Level Meters	1
Number of Rain Gauges	1
Agreement Term	12 Months

Task	Qty	Units	Unit Cost	Total Task Cost
I-Site 12 Month Program (AV Meters)	3	Per Meter/Month	\$715.00	\$2,145.00
I-Site 12 Month Program (SSO Level Meters)	1	Per Meter/Month	\$45.00	\$45.00
All Associated Monitor & Rain Gauge Maintenance	--	For Contract Term	--	Included
Flow Meter & RG Data Analysis, Data QA/QC	--	For Contract Term	--	Included
Online Reporting, Alarming, Data Access	--	For Contract Term	--	Included
Monthly Invoice				\$2,190.00
Annual Program Cost (1-year term)				\$26,280.00

Currently Installed locations include:

- Area Velocity Flow Meter on the Outfall of the Cherry St. CSO
- Area Velocity Flow Meter on the Outfall of the Louisiana Ave. CSO
- Area Velocity Flow Meter on the Outfall of the Elm St. CSO
- SSO and Level Meter located at approximately 845 Locust Street
- Rain Gauge Monitoring System at the Waste Water Treatment Plant

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Res 95-2024

DATE: August 29, 2024



Subject Matter/Background

The City of Perrysburg is in need of final design phase engineering services for the Anthony Wayne Trail (AWT) Master Meter Pit Relocation project as well as inspection services for the potable water main pipe crossing beneath the Maumee River. This Project will relocate the potable water meter currently located alongside AWT to a site within Perrysburg City limits.

Arcadis U.S., Inc. submitted a prequalification statement for the project and has the necessary personnel, equipment, expertise, and experience to provide such services.

The total cost of the project is expected to be One Hundred Twenty-Eight Thousand Eight Hundred Dollars and Zero Cents (\$128,800.00).

This Resolution authorizes the Mayor and Director of Finance to enter into an agreement with Arcadis U.S., Inc. for final design phase engineering services for the Anthony Wayne Trail (AWT) Master Meter Pit Relocation project as well as inspection services for the potable water main pipe crossing beneath the Maumee River, at a price not to exceed One Hundred Twenty-Eight Thousand Eight Hundred Dollars and Zero Cents (\$128,800.00).

Financial Review

Account: 5401-61814-55999

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

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

RESOLUTION 95-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AN AGREEMENT WITH ARCADIS U.S., INC. FOR FINAL DESIGN PHASE ENGINEERING SERVICES AND INSPECTION SERVICES FOR THE MASTER METER PIT RELOCATION PROJECT AT A COST NOT TO EXCEED ONE HUNDRED TWENTY-EIGHT THOUSAND EIGHT HUNDRED DOLLARS AND ZERO CENTS (\$128,800.00); AND DECLARING AN EMERGENCY

WHEREAS, the City of Perrysburg is in need of final design phase engineering services for the Anthony Wayne Trail (AWT) Master Meter Pit Relocation project as well as inspection services for the potable water main pipe crossing beneath the Maumee River; and,

WHEREAS, this Project will relocate the potable water meter currently located alongside AWT to a site within Perrysburg City limits; and,

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

WHEREAS, Arcadis U.S., Inc. submitted a prequalification statement for the project and has the necessary personnel, equipment, expertise, and experience to provide such services; and,

WHEREAS, the total cost of the project is expected to be One Hundred Twenty-Eight Thousand Eight Hundred Dollars and Zero Cents (\$128,800.00); and,

WHEREAS, at its August 28, 2024 meeting the Public Utilities Committee unanimously recommended approval of the agreement; and,

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

SECTION 1. The Mayor and Director of Finance are authorized to enter into an agreement with Arcadis U.S., Inc. for final design phase engineering services for the Anthony Wayne Trail (AWT) Master Meter Pit Relocation project as well as inspection services for the potable water main pipe crossing beneath the Maumee River, at a price not to exceed One Hundred Twenty-Eight Thousand Eight Hundred

Dollars and Zero Cents (\$128,800.00), attached hereto and incorporated herein as Exhibit A.

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

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

President of Council

Mayor

PASSED: _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR

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

Arcadis U.S., Inc.
One SeaGate
Suite 700
Toledo, OH 43604
United States
Phone: 419 473 1121
www.arcadis.com

Date: July 23, 2024
Our Ref: 30022882
Subject: Anthony Wayne Trail Master Meter Pit Relocation
Final Design Phase & Water Main River Crossing
Inspection Services

Dear Mr. Coleman,

In response to your request, we are pleased to offer this proposal to provide final design phase engineering services for the Anthony Wayne Trail (AWT) Master Meter Pit Relocation project as well as inspection services for the near shore segments of the inside of the 1,300 foot long 16-inch ball and joint style cement mortar lined cast iron potable water main pipe (pipe) crossing beneath the Maumee River.

The AWT potable water meter is owned by the City of Toledo and supplies water to the City of Perrysburg's East Boundary Pumping Station (EBPS), but the City of Perrysburg is responsible for the meter pit and all piping downstream of the meter including the submarine Maumee River crossing. Safe accessibility of the water meter is a concern due to the age and location of the AWT meter pit, so relocation of the water meter to a site within Perrysburg city limits is preferred. The project consists of relocation of the potable water meter currently located alongside AWT to a site within Perrysburg city limits and includes inspection services of pipe beneath the Maumee River.

Scope of Services

Following written authorization to proceed, we anticipate the following scope of services related to the final design phase of the AWT Master Meter Pit Relocation:

1. Lead a kickoff call between Arcadis and City project representatives to review the project plan, timing, and request information required from the City for design and inspection.
2. Provide a field survey and verification of existing utilities of the master meter relocation site "Option 1" described in the Anthony Wayne Trail Meter Relocation Preliminary Design Report, at E. Front St. and E. Boundary St., (577 Foundation).
3. Submit potable water master meter 30% and 90% Draft Plans and Technical Specifications for City review and meet with City project representatives to discuss feedback for incorporation into the project. Projects plans to include existing and proposed site plans, existing AWT meter pit decommissioning, proposed process mechanical plans and sections, proposed structural plans and sections, and proposed electrical plans and details.

Mr. AJ Coleman, PE
July 23, 2024

4. Develop Professional Engineered stamped project Plans and Technical Specifications for use in Ohio EPA PTI application and submit the required Ohio EPA PTI application forms.
5. Develop Professional Engineered stamped project Plans and Technical Specifications and update opinion of probable construction cost for City use in public bidding and construction.

We anticipate the following scope of services related to the inspection of the Maumee River pipe crossing:

1. For this inspection, we will utilize subcontractor M.E. Simpson Co. Inc. of Valparaiso, IN (MESCO).
2. MESCO will use its multi-sensor Trident inspection and condition assessment tool. Trident simultaneously inspects the inside of the live pipe using both focused electrode leak location (FELL) and self-leveling closed circuit television camera sensors.
3. Trident requires the City to have the pipe full of water on inspection day. Trident can operate in water pressures < 150 psi.
4. In approximately six weeks following authorization to proceed, MESCO, Arcadis, and the City will jointly visit the pipe at both river banks. Together MESCO, Arcadis, and the City will choose the location for City forces to install at the City's expense one 6-inch tap with a 6-inch gate valve at the 12-o'clock pipe position as close to the riverbank as is safe on both the north and south riverbanks and discuss a schedule that works for the parties.
5. At a later date agreed to by the parties, MESCO will launch Trident into the live pipe using their launch tube attached to each of the two 6-inch gate valves installed by the City.
6. While the limits of the Trident tool are approximately 325 feet of pipe up or downstream from its launch tube, the total distance inspected is determined by many variables such as pipe flow velocity, pipe size, pipe alignment and configuration, debris, obstructions, and valves, etc.
7. Based on the unknown conditions, MESCO anticipates inspecting approximately 150 feet of pipe up and downstream from each of the two (2) insertion points. Thus, MESCO will inspect with Trident an approximately 300-foot-long segment of pipe near each riverbank. Depending upon the actual conditions discovered or experienced inside the pipe, will determine the extent of pipe that can be inspected and possibly more than 150 feet of pipe could be inspected up and downstream of its launch tube within the approximate limits of the Trident tool noted above. It is our team's intent to maximize the amount inspected.
8. The City's pipe plan and profile alignment data is shown on pages 4 and 5 in Exhibit A to this proposal.
9. There is uncertainty about the accuracy of the pipe plan and profile alignment data near each riverbank. Trident's CCTV sensor can verify, or correct, the plan and profile data. Since MESCO pushes or pulls Trident through the live pipe using people power watching a live feed of the CCTV showing what is ahead of Trident inside the pipe is a benefit to the City because the operator has a better chance of not getting Trident stuck in the uncertain pipe alignment near the river bank than a free swimming inspection tool.
10. Arcadis will assemble the assessment results outlined above into a technical memorandum for submittal to the City. This assessment is intended to yield the following results for inspections completed with the TRIDENT tool:
 - a. Length of inspection in the pipeline
 - b. Defects will be generally categorized and potential leak volumes from industry experience assigned.
 - c. One (1) draft PDF file to show defects in a graphical and/or tabular form for each inspected pipe segment submitted to the City.
 - d. When permitted by the turbidity of the fluid inside of the pipe and conditions inside of the pipe, one (1) draft MOV file of the CCTV inspection results for each inspected pipe segment submitted to the City for review and comment

11. If after reviewing Arcadis' inspection deliverable, the City decides it wants to inspect the balance of the pipe beneath the Maumee River, it can share this more accurate pipe plan and profile alignment data near each river bank with the operators of inspection tools that can reach all the way across the river from the insertion point on the upstream pipe flow river bank. Those operators tools can reach all the way across the river because they will be either free swimming or tethered and pulled by a parachute trapped in the flow inside the pipe. The operators of those tools need accurate pipe plan and profile alignment data to submit a fee to the City to complete the inspection while avoiding becoming stuck in the pipe. Based on Arcadis' inspection deliverable, those tool operators may decide not to inspect the balance of the pipe under the Maumee River because it is too risky. A stuck tool not only results in a loss of inspection data, but more importantly a blocked pipe until the probe is rescued from the pipe under the river.

Assumptions

Our proposal assumes the City of Perrysburg will coordinate potable water meter and meter pit requirements with the City of Toledo, including potable water meter size and required telemetry, and will provide City of Toledo feedback for incorporation into the project. Geotechnical survey work is assumed to not be needed for the completion of this project. Project bidding and construction phase support services can be provided for additional fee, if requested.

For the pipe inspection using Trident, besides installing one 6-inch tap with a 6-inch gate valve at the 12 o'clock pipe position as close to the riverbank as is safe on both the north and south riverbanks, we assume the City will complete the following tasks:

1. Maintain each excavation containing the 6-inch tap on each side of the river. Maintenance includes providing:
 - a. a safe shored excavation,
 - b. a ladder to enter and exit the excavation,
 - c. an approximately level sand floor at the elevation of the bottom of the operating wheel for each 6-inch gate valve,
 - d. dewatering as necessary, and
 - e. vehicle access to within 50 feet of each 6-inch tap.
2. Potentially throttle the velocity of the flow inside the pipe while Trident is inside of the pipe being pushed against the flow from the 6-inch tap.
3. After the inspection field work, restore the excavation at each 6-inch tap.

Schedule

It is our understanding that the City intends to perform these services in 2024, with construction of the AWT master meter pit replacement project beginning the following year in 2025. Following the City's acceptance of the proposal, we approximate the duration for the engineering scope of services listed for the AWT master meter pit replacement project's final design phase will be ready for OEPA submittal in approximately 4-1/2 months and the inspection services could be completed in approximately 3 months, with the technical memorandum to follow.

Mr. AJ Coleman, PE
July 23, 2024

Fee

We propose to provide the final design phase engineering services for the AWT master meter relocation and the potable water main river crossing inspection on a cost reimbursement multiplier fee basis, plus reimbursable expenses of this project (including MESCO's subcontract) for an estimated fee of approximately \$128,800 with the estimated breakdown of the effort as follows:

AWT Master Meter Final Design Phase Engineering Services	\$69,900
Maumee River Crossing Pipe Inspection Services	\$58,900

MESCO's pipe inspection services fee includes an estimated field time of 3 days. Although not anticipated, if additional field time is needed, the estimated daily rate is \$8,700.

If these arrangements are acceptable, please authorize us to proceed by sending us a Purchase Order to proceed with the work.

We appreciate the opportunity to submit our proposal and look forward to working with the City on this project.

Mr. AJ Coleman, PE
July 23, 2024

Sincerely,
Arcadis U.S., Inc.



Scott L. Lumbrezer, PE
Client Program Manager

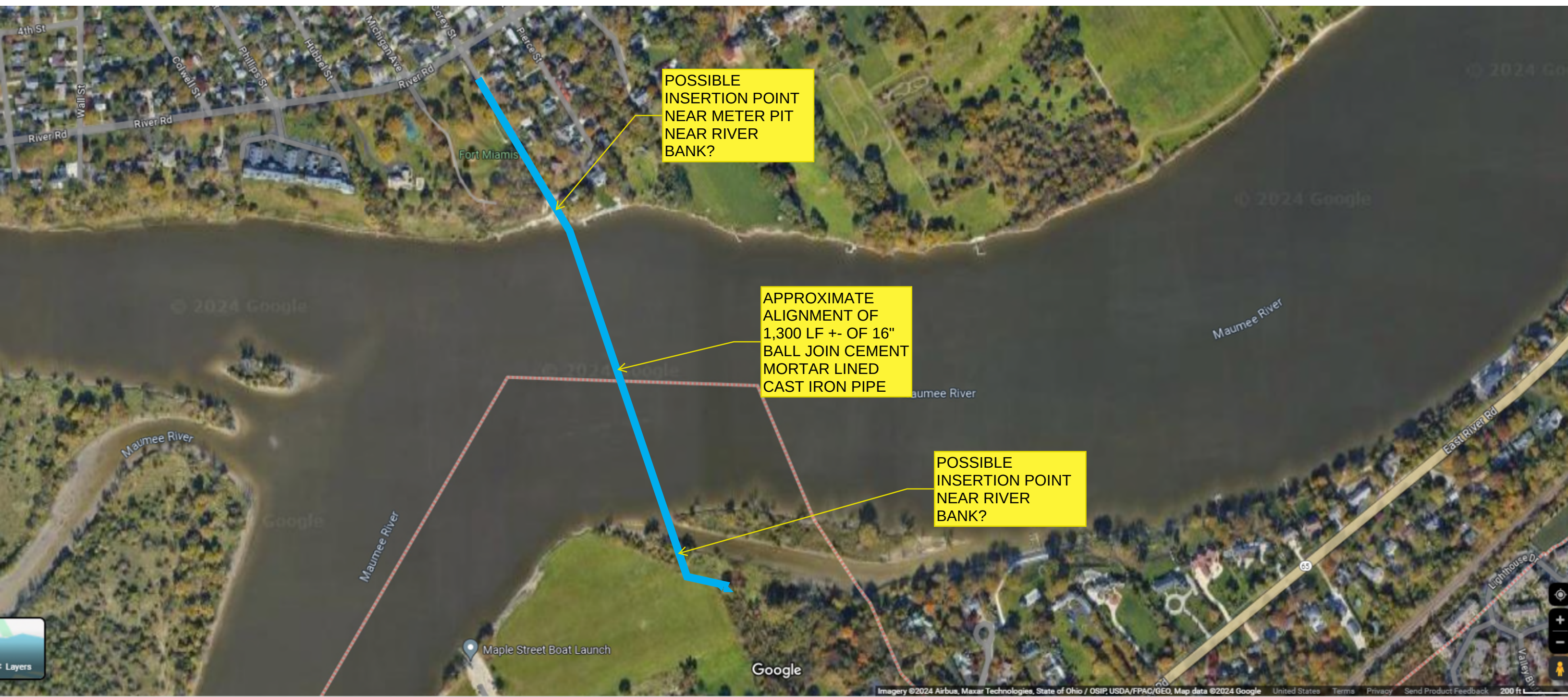
Email: scott.lumbrezer@arcadis.com
Direct Line: 419.213.1634

CC. Mr. Matt Choma, PE, Director and Commissioner of Public Utilities
Paul Pasko, Arcadis U.S., Inc.

Enclosures:
Exhibit A

This proposal and its contents shall not be duplicated, used or disclosed — in whole or in part — for any purpose other than to evaluate the proposal. This proposal is not intended to be binding or form the terms of a contract. The scope and price of this proposal will be superseded by the contract. If this proposal is accepted and a contract is awarded to Arcadis as a result of — or in connection with — the submission of this proposal, Arcadis and/or the client shall have the right to make appropriate revisions of its terms, including scope and price, for purposes of the contract. Further, client shall have the right to duplicate, use or disclose the data contained in this proposal only to the extent provided in the resulting contract.

EXHIBIT A TO ARCADIS
PROPOSAL DATED JULY
23, 2024



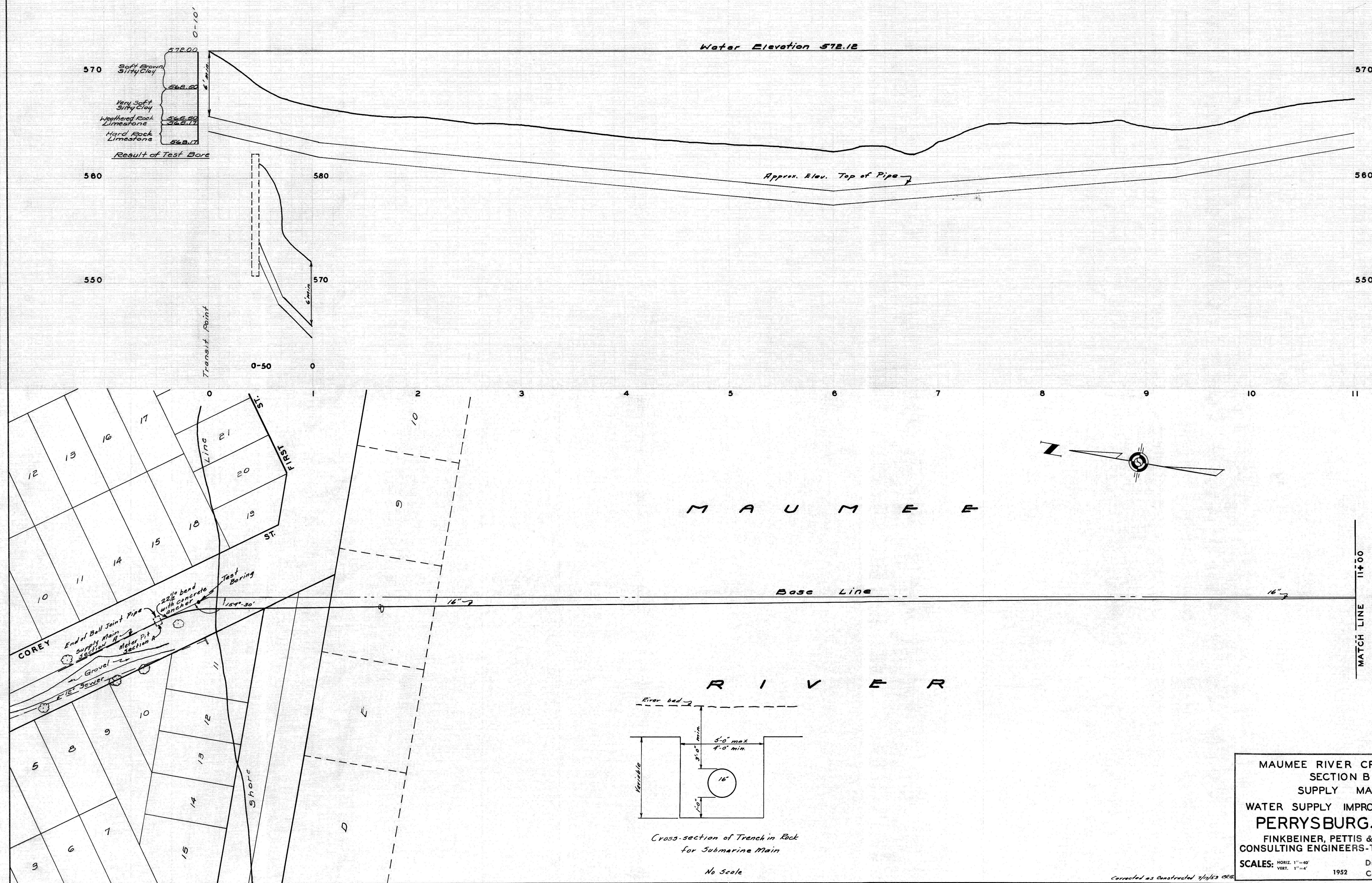
SECTION B
SUBMARINE SUPPLY MAIN
WATER SUPPLY IMPROVEMENTS

PERRYSBURG, OHIO

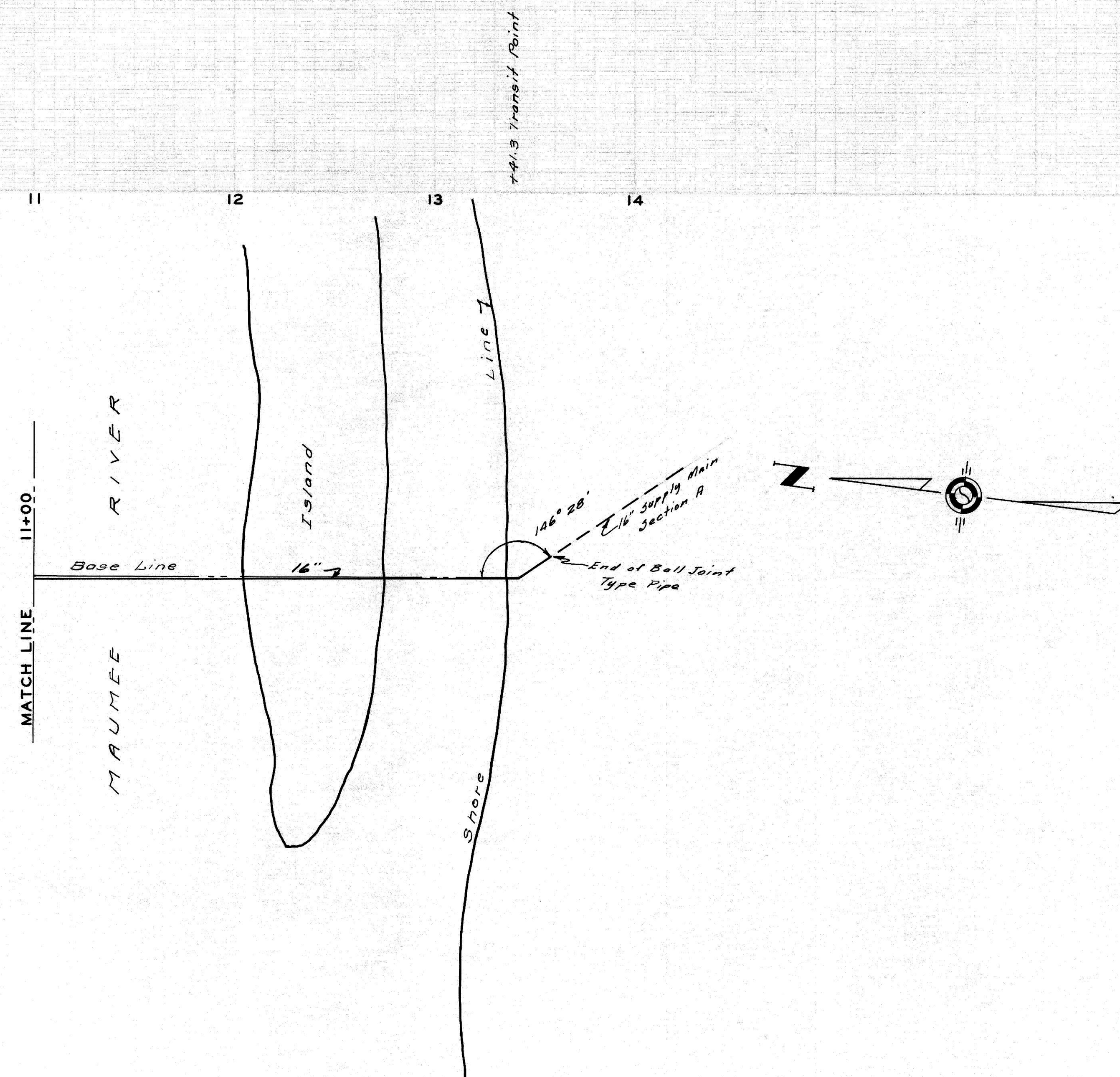
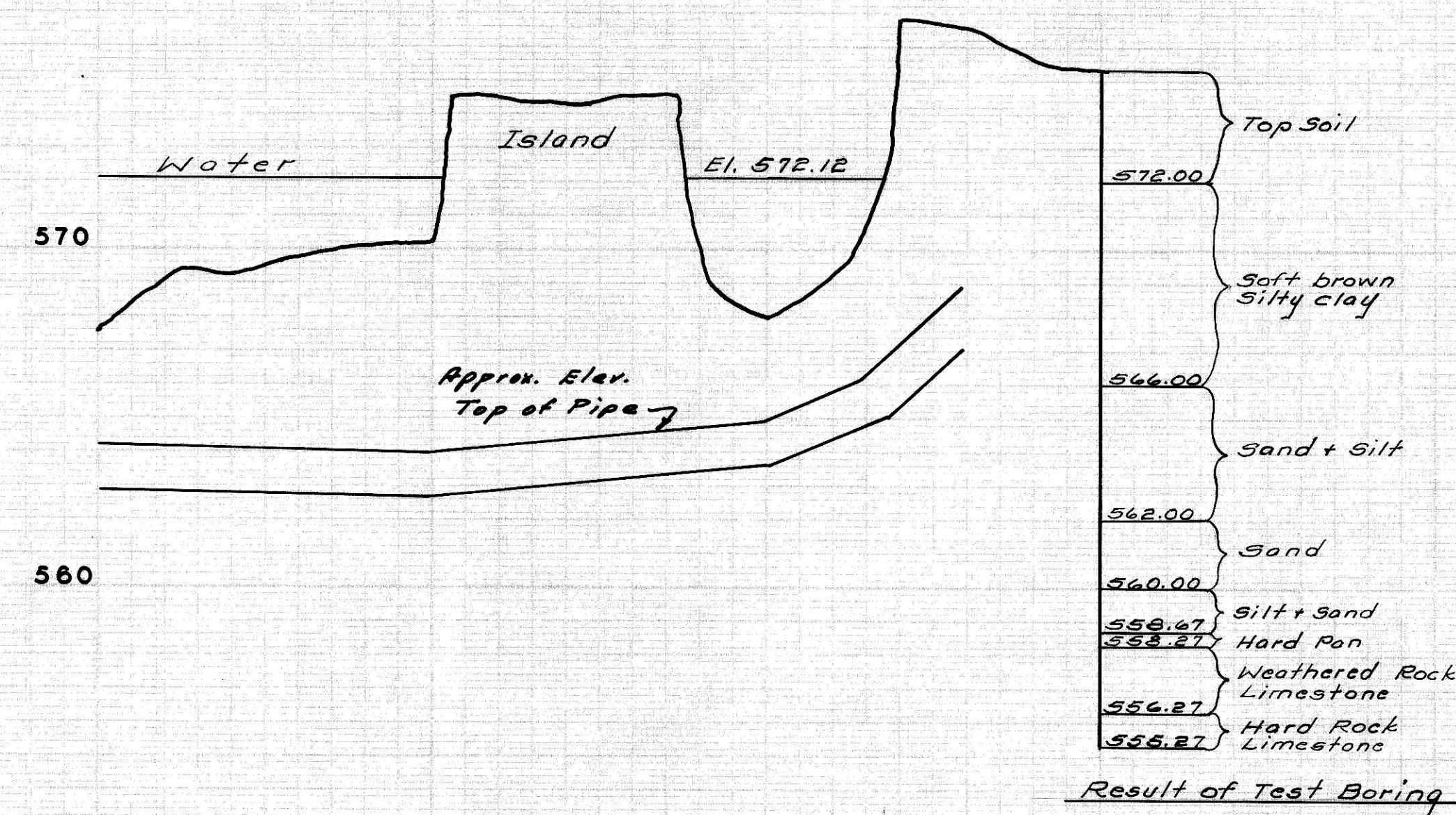
FINKBEINER, PETTIS AND STROUT — CONSULTING ENGINEERS—TOLEDO, OHIO



LOCATION PLAN
 SECTION B
 SUPPLY MAIN
 WATER SUPPLY IMPROVEMENTS
PERRYSBURG, OHIO
 FINKBEINER, PETTIS & STROUT
 CONSULTING ENGINEERS-TOLEDO, OHIO
 SCALE: NO SCALE
 1952
 DR. BY T.N.K.
 CH. BY C.A.S.



MAUMEE RIVER CROSSING
 SECTION B
 SUPPLY MAIN
 WATER SUPPLY IMPROVEMENTS
PERRYSBURG, OHIO
 FINKBEINER, PETTIS & STROUT
 CONSULTING ENGINEERS-TOLEDO, OHIO
 SCALES: HORIZ. 1"=40' DR. BY P&R
 VERT. 1"=4' 1952 CH. BY C.E.S.



MAUMEE RIVER CROSSING
SECTION B
SUPPLY MAIN
WATER SUPPLY IMPROVEMENTS
PERRYSBURG, OHIO
FINKBEINER, PETTIS & STROUT
CONSULTING ENGINEERS-TOLEDO, OHIO
SCALES: HORIZ. 1" = 40'
VERT. 1" = 4'
DR. BY P.G.R. 3
CH. BY C.A.S. 3
1952

Corrected as constructed 7/17/53

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Res 96-2023

DATE: August 29, 2024



Subject Matter/Background

It is necessary for the safety and health of the City of Perrysburg that the WWTP have the necessary equipment for the proper treatment of wastewater. The WWTP has reviewed their equipment needs and found that it is necessary to purchase UV light bulbs for water sanitation purposes.

The total price for the bulbs and equipment is Seventy-Four Thousand Six Hundred Eleven Dollars and Sixty-seven Cents (\$74,611.67).

Financial Review

Account: 5402-61815-55299

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

If City Council is in agreement, a motion to suspend the rules, waive the three readings and pass this legislation as an emergency is appropriate, to allow for the most expeditious implementation of the support equipment.

RESOLUTION 96-2024

A RESOLUTION AUTHORIZING A PURCHASE AGREEMENT WITH TROJAN TECHNOLOGIES IN AN AMOUNT NOT TO EXCEED SEVENTY-FOUR THOUSAND SIX HUNDRED ELEVEN DOLLARS AND SIXTY-SEVEN CENTS (\$74,611.67) FOR THE PURCHASE OF UV BULBS AND RELATED EQUIPMENT FOR THE PERRYSBURG WASTEWATER TREATMENT PLANT; AND DECLARING AN EMERGENCY

WHEREAS, it is necessary for the health and safety of the City of Perrysburg that the City of Perrysburg Waste Water Treatment Plant (WWTP) have the necessary equipment for proper functioning; and,

WHEREAS, the WWTP has reviewed their equipment needs and found that it is necessary to purchase UV Lamps and related equipment for the treatment of waste water; and,

WHEREAS, the equipment procured must be compatible with the Trojan Technologies' software system in order to properly function; and,

WHEREAS, the equipment are sole source items only available through Trojan Technologies; and,

WHEREAS, the total price for these bulbs and related equipment is Seventy-Four Thousand Six Hundred Eleven Dollars and Sixty-seven Cents (\$74,611.67); and,

WHEREAS, the Public Utilities Committee, at its meeting held August 28, 2024, unanimously approved advancement of this Agreement to City Council.

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

SECTION 1. The Council hereby authorizes the Mayor and Director of Finance to enter into a Purchase Agreement with Trojan UV the purchase of UV bulbs and related equipment in an amount not to exceed Seventy-Four Thousand Six Hundred Eleven Dollars and Sixty-seven Cents (\$74,611.67), as outlined in the quote attached hereto and incorporated herein as Exhibit A.

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

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

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

TROJAN TECHNOLOGIES
3020 GORE ROAD
LONDON, ON N5V 4T7
CANADA
T. 519-457-3400
www.trojantechnologies.com

Sold to
CITY OF PERRYSBURG
201 W INDIANA AVE
Perrysburg OH 43551-1525
UNITED STATES

Ship to
CITY OF PERRYSBURG
ONE WEST BOUNDARY ST
Perrysburg OH 43551-1000
UNITED STATES

Customer Service Contact : tuvcustomerservice@trojantechnologies.com

Payment Terms : 0% / 00 / 30 net

Delivery Terms : DELIVERED DUTY PAID

Carrier/LSP :

Internal Sales Rep : LISA ELLIOTT

Customer No. : 100003734

Reference :

Quote Date : 08-13-2024

Quote Expiry Date : 09-12-2024

Line	Project Item Description	Quantity	Price Discount %		Unit Net Price Net Amount	Tax Rate Tax Amount	Amount
10	794447-0RD LAMP P, GA64T6HE ANGLE BASE	124.00	451.90/	EA	451.90 56,035.60	0.00% 0.00	56,035.60
20	316136-004 SLEEVE, QTZ UV3+ 28x25x19584PK	2.00	625.60/	EA	625.60 1,251.20	0.00% 0.00	1,251.20
30	917341-100 LAMP DRIVER KIT,SMD W/PLS EC	7.00	1,219.55/	EA	1,219.55 8,536.85	0.00% 0.00	8,536.85
40	327122-010 SEAL KIT, UV3+07 CAN 010 BULK 10 pack	20.00	383.80/	EA	383.80 7,676.00	0.00% 0.00	7,676.00
90	901507 CLEANER, ACTICLEAN GEL 4X4L	1.00	408.75/	CS	408.75 408.75	0.00% 0.00	408.75
100	FREIGHT FREIGHT & HANDLING freight quote 8818	1.00	703.27/	EA	703.27 703.27	0.00% 0.00	703.27
		Goods Costs	73,908.40 703.27	Discount Subtotal	0.00 74,611.67	Tax Amount 0.00	Total USD 74,611.67



TROJAN TECHNOLOGIES
3020 GORE ROAD
LONDON, ON N5V 4T7
CANADA
T. 519-457-3400
www.trojantechnologies.com

QUOTATION

QO0014238



TROJAN TECHNOLOGIES
3020 GORE ROAD
LONDON, ON N5V 4T7
CANADA
T. 519-457-3400
www.trojantechnologies.com

QUOTATION
QO0014238

Terms and Conditions

All purchases of Trojan products and/or services are expressly and without limitation subject to Trojan's Terms and Conditions of Sale ("Trojan" or "SELLER"), incorporated herein by reference and published on Trojan's website <https://www.trojantechnologies.com/sales-terms-conditions/>

Trojan TCS are incorporated by reference into each of Trojan's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Trojan's offer and not a counteroffer and shall create a contract of sale ("Contract") in accordance with the Trojan TCS, subject to Trojan's final credit approval: (i) Buyer's issuance of a purchase order document against Trojan's offer or quotation; (ii) Trojan's acknowledgement of Buyer's order; or (iii) commencement of any performance by Trojan in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of the Trojan's TCS shall be null and void and not considered part of the Contract.

www.trojantechnologies.com/sales-terms-conditions



TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Res 97-2024

DATE: August 29, 2024



Subject Matter/Background

The Department of Public Service is in need of crack filling and sealcoating services on certain Municipal Properties and Multi-Use Paths. Perrysburg Asphalt & Sealcoating has provided the lowest quotes for these services.

This Resolution authorizes the Mayor and Director of Finance to accept the quotes and execute the necessary documents with Perrysburg Asphalt & Sealcoating for the purchase of the materials in an amount not to exceed Forty-Five Thousand Six Hundred Twenty-Five Dollars and Zero Cents (\$45,625.00).

Financial Review

Accounts: 1110-41646-53222/1110-71541-53222/1110-21233-53222

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

If City Council is in agreement, a motion to suspend the rules, waive the three readings and pass this Resolution as an emergency is recommended, in order to ensure the price for services.

RESOLUTION 97-2024

**A RESOLUTION AUTHORIZING A PURCHASE AGREEMENT
WITH PERRYSBURG ASPHALT & SEALCOATING FOR THE
PURCHASE OF CRACK FILLING AND SEALCOATING SERVICES
FOR CERTAIN MUNICIPAL PROPERTIES AND MULTIUSE PATHS
IN AN AMOUNT NOT TO EXCEED FORTY-FIVE THOUSAND SIX
HUNDRED TWENTY-FIVE DOLLARS AND ZERO
CENTS (\$45,625.00); AND DECLARING AN EMERGENCY**

WHEREAS, the Department of Public Service is in need of crack filling and sealcoating services on certain Municipal Properties and Multi-Use Paths; and,

WHEREAS, Perrysburg Asphalt & Sealcoating has provided the lowest quotes for these services; and,

WHEREAS, the Service Committee considered this measure at its August 28, 2024 meeting and unanimously recommended the legislation be forwarded to City Council.

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

SECTION 1. The Mayor and Director of Finance are authorized to accept the quotes and execute the necessary documents with Perrysburg Asphalt & Sealcoating for the purchase of the materials in an amount not to exceed Forty-Five Thousand Six Hundred Twenty-Five Dollars and Zero Cents (\$45,625.00) in accordance with the quotes attached hereto and incorporated herein as Exhibit A.

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

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

President of Council

Mayor

PASSED _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR



**PERRYSBURG
ASPHALT &
SEALCOATING**

PO Box 170
Perrysburg, OH 43552
Call 419-873-7283
Fax 419-872-8295
Email office@perrysburgasphalt.com

Customer Proposal

Customer ID: 7998

Job ID: 13766

Customer: Rob Ross c/o City of Perrysburg Dept of Public Service
11980 Roachton Rd
Perrysburg, OH 43551
(419) 872-8023

Job Name: 26100 Fort Meigs Rd - New Fire Stat

Job Site: 26100 Fort Meigs Rd
Perrysburg, OH 43551
rross@ci.perrysburg.oh.us

Job Description Commercial Sealcoating

Sq Feet 36400

Job Specifications and Details

• **PREPARE:**

1. Trim and clean overhanging grass from cracks and edges.
2. Clean the asphalt of dirt and debris using power blowers and/or broom as needed.

• **CRACK FILL - HOT POUR:**

\$750.00

Apply rubberized hot pour crack fill material to 1900 linear feet of major cracks in the pavement.

NOTE: Smaller cracks, edge breaks, and weak/alligatored areas will not be filled.

• **SEALCOAT TWO COATS:**

\$4,700.00

Apply two uniform coats of sealer to the entire lot (including driveway to back lot and water tower).

NOTE: For improved wear and traction, this sealer will be modified with 3% co-polymer and 4 lbs. of silica sand per gallon.

• **STRIPE:**

\$600.00

Restripe parking lines and markings as they presently are.

Work to be done in two sections to accommodate parking. Quote is good for 2024 season. Subject to change for material costs in 2025.

Total Cost Including all Labor and Materials: **\$6,050.00**

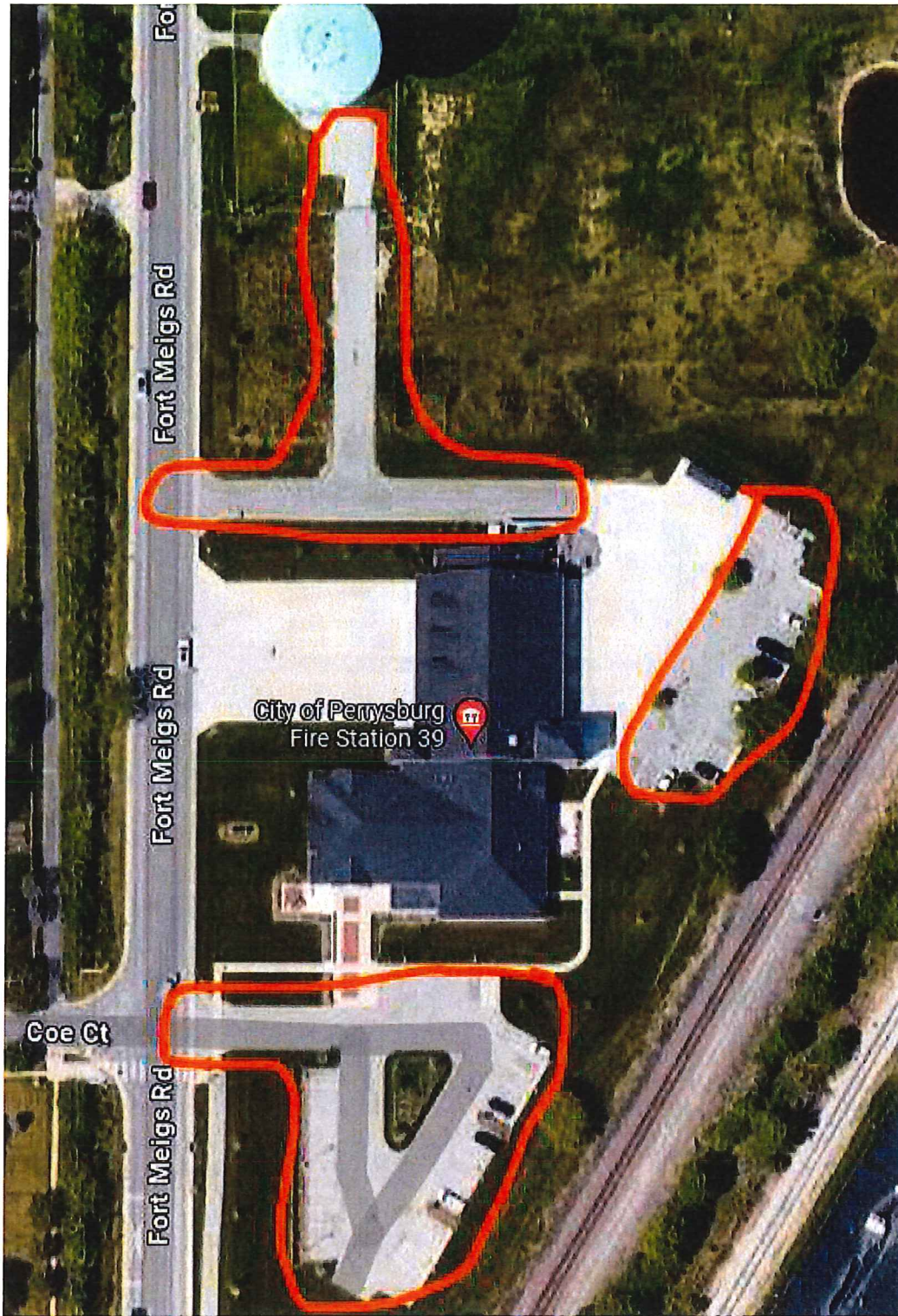
Acceptance of Proposal ***A signed proposal is required prior to beginning of job*******

We hereby Propose to furnish material and labor necessary to complete the above specifications. 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 be executed upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control, including but not limited to environmental factors. Our workers are fully covered by Workman's Compensation, Property Damage, and Public Liability Insurance. The above prices, specifications and conditions are satisfactory and are hereby accepted. I further state that I have legal right to authorize work on the above property, and am authorizing the work as specified. Payment will be made upon completion of the work. A 2% per month service charge will be added to all unpaid balances becoming more than 10 days past due from the completion date. Credit card payments are subject to a 3% service charge. Unless otherwise noted, prices quoted are valid for 30 days from the date given on the proposal.

Signature _____

Date _____







**PERRYSBURG
ASPHALT &
SEALCOATING**

PO Box 170
Perrysburg, OH 43552
Call 419-873-7283
Fax 419-872-8295
Email office@perrysburgasphalt.com

Customer Proposal

Customer ID: 7998

Job ID: 13768

Customer: Rob Ross c/o City of Perrysburg Dept of Public Service
11980 Roachton Rd
Perrysburg, OH 43551
(419) 872-8023

Job Name: Public Service Roachton Rd
Job Site: 11980 Roachton Rd
Perrysburg, OH 43551
rross@ci.perrysburg.oh.us

Job Description Commercial Sealcoating

Sq Feet 86435

Job Specifications and Details

- **PREPARE:**
 - 1. Trim and clean overhanging grass from cracks and edges.
 - 2. Clean the asphalt of dirt and debris using power blowers and/or broom as needed.
- **CRACK FILL - HOT POUR:** \$1,500.00
Apply rubberized hot pour crack fill material to 3300 linear feet of Major Cracks Only in the pavement in the back lot.
NOTE: Smaller cracks, edge breaks, and weak/alligatored areas will not be filled.
- **SEALCOAT:** \$5,525.00
Apply sealer to the entire lot - (This line item is for the back lot only).
For improved wear and traction, this sealer will be modified with 3% co-polymer and 4 lbs. of silica sand per gallon.
- **CRACK FILL - HOT POUR:** \$2,375.00
Apply rubberized hot pour crack fill material to 5250 linear feet of Major Cracks only in the pavement in the front lot.
NOTE: Smaller cracks, edge breaks, and weak/alligatored areas will not be filled.
- **SEALCOAT:** \$4,000.00
Apply sealer to the entire lot (This line item is for the front lot only).
For improved wear and traction, this sealer will be modified with 3% co-polymer and 4 lbs. of silica sand per gallon.
- **STRIPE:** \$500.00
Restripe parking lines and markings as they presently are for the front lot only.

Quote is good for 2024 season. Subject to change for material costs in 2025. Quote assumes that work will be done on weekends and in two sections, front and back.

Total Cost Including all Labor and Materials: **\$13,900.00**

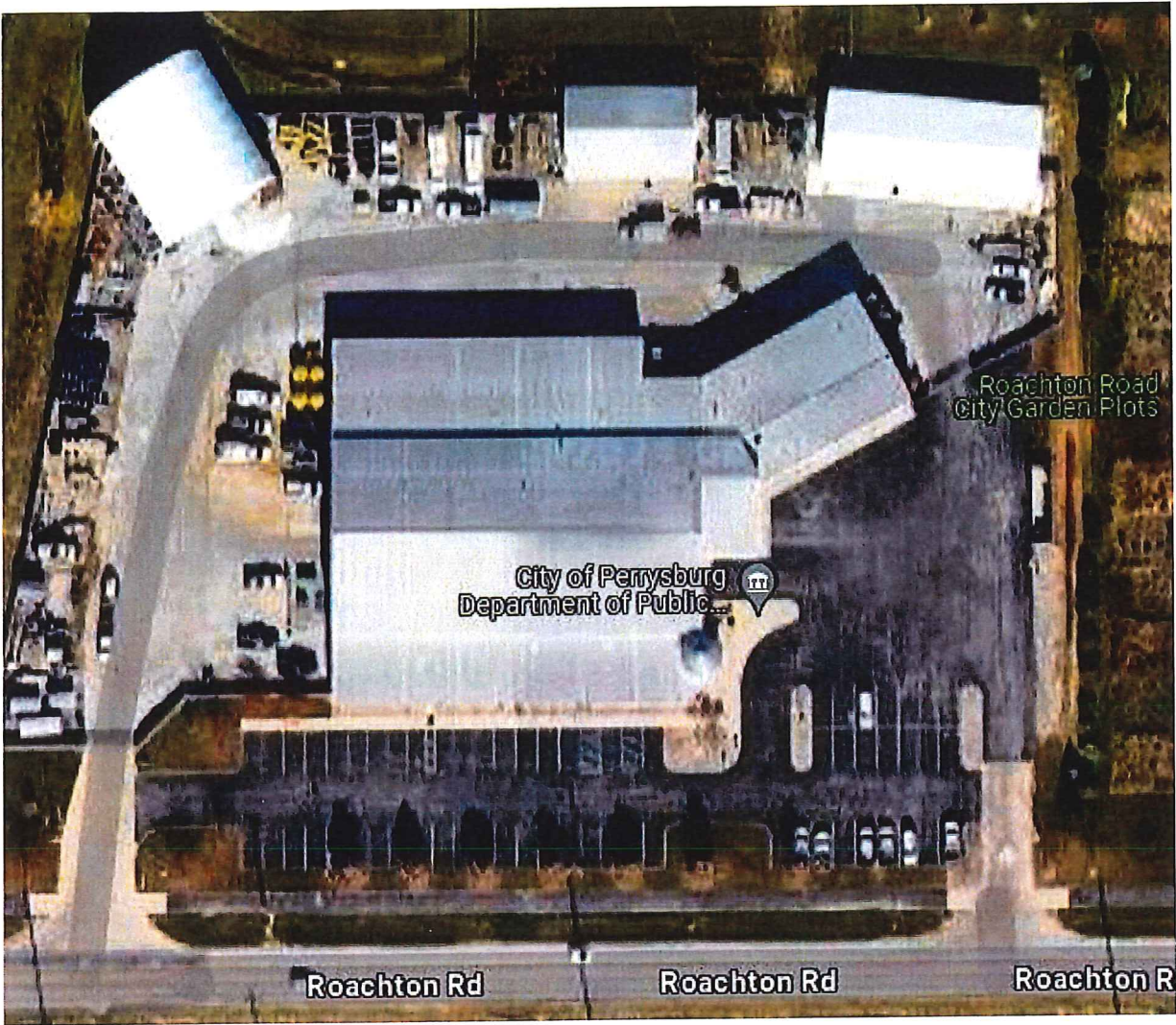
Acceptance of Proposal *****A signed proposal is required prior to beginning of job*****

We hereby Propose to furnish material and labor necessary to complete the above specifications. 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 be executed upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control, including but not limited to environmental factors. Our workers are fully covered by Workman's Compensation, Property Damage, and Public Liability Insurance. The above prices, specifications and conditions are satisfactory and are hereby accepted. I further state that I have legal right to authorize work on the above property, and am authorizing the work as specified. Payment will be made upon completion of the work. A 2% per month service charge will be added to all unpaid balances becoming more than 10 days past due from the completion date. Credit card payments are subject to a 3% service charge. Unless otherwise noted, prices quoted are valid for 30 days from the date given on the proposal.

Signature _____

Date _____







**PERRYSBURG
ASPHALT &
SEALCOATING**

PO Box 170
Perrysburg, OH 43552
Call 419-873-7283
Fax 419-872-8295
Email office@perrysburgasphalt.com

Customer Proposal

Customer ID: 7998

Job ID: 13769

Customer: Rob Ross c/o City of Perrysburg Dept of Public Service
11980 Roachton Rd
Perrysburg, OH 43551
(419) 872-8023

Job Name: Public Service W 2nd
Job Site: 11980 Roachton Rd
Perrysburg, OH 43551
rross@ci.perrysburg.oh.us

Job Description Commercial Sealcoating

Sq Feet 5900

Job Specifications and Details

- **PREPARE:**
 - 1. Trim and clean overhanging grass from cracks and edges.
 - 2. Clean the asphalt of dirt and debris using power blowers and/or broom as needed.
- **CRACK FILL - HOT POUR:** \$425.00
Apply rubberized hot pour crack fill material to 850 linear feet of major cracks in the pavement.
NOTE: Smaller cracks, edge breaks, and weak/alligatored areas will not be filled.
- **SEALCOAT:** \$975.00
Apply sealer to the entire lot.
For improved wear and traction, this sealer will be modified with 3% co-polymer and 4 lbs. of silica sand per gallon.
- **STRIPE:** \$300.00
Restripe parking lines and markings as they presently are.

Quote is good for 2024 season. Subject to change for material costs in 2025.

Total Cost Including all Labor and Materials: **\$1,700.00**

Acceptance of Proposal *****A signed proposal is required prior to beginning of job*****

We hereby Propose to furnish material and labor necessary to complete the above specifications. 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 be executed upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control, including but not limited to environmental factors. Our workers are fully covered by Workman's Compensation, Property Damage, and Public Liability Insurance. The above prices, specifications and conditions are satisfactory and are hereby accepted. I further state that I have legal right to authorize work on the above property, and am authorizing the work as specified. Payment will be made upon completion of the work. A 2% per month service charge will be added to all unpaid balances becoming more than 10 days past due from the completion date. Credit card payments are subject to a 3% service charge. Unless otherwise noted, prices quoted are valid for 30 days from the date given on the proposal.

Signature _____

Date _____





WEST 2nd
STREET



**PERRYSBURG
ASPHALT &
SEALCOATING**

PO Box 170
Perrysburg, OH 43552
Call 419-873-7283
Fax 419-872-8295
Email office@perrysburgasphalt.com

Customer Proposal

Customer ID: 7998

Job ID: 13770

Customer: Rob Ross c/o City of Perrysburg Dept of Public Service
11980 Roachton Rd
Perrysburg, OH 43551
(419) 872-8023

Job Name: Public Service W 3rd

Job Site: 127 W 3rd
Perrysburg, OH 43551
rross@ci.perrysburg.oh.us

Job Description Commercial Sealcoating

Sq Feet 17500

Job Specifications and Details

- **PREPARE:**
 - 1. Trim and clean overhanging grass from cracks and edges.
 - 2. Clean the asphalt of dirt and debris using power blowers and/or broom as needed.
- **CRACK FILL - HOT POUR:** \$575.00
Apply rubberized hot pour crack fill material to 1400 linear feet of major cracks in the pavement.
NOTE: Smaller cracks, edge breaks, and weak/alligatored areas will not be filled.
- **SEALCOAT TWO COATS:** \$2,625.00
Apply two uniform coats of sealer to the entire lot.
NOTE: For improved wear and traction, this sealer will be modified with 3% co-polymer and 4 lbs. of silica sand per gallon.
- **STRIPE:** \$475.00
Restripe parking lines and markings as they presently are.

Quote is good for 2024 season. Subject to change for material costs in 2025.

Total Cost Including all Labor and Materials: **\$3,675.00**

Acceptance of Proposal *****A signed proposal is required prior to beginning of job*****

We hereby Propose to furnish material and labor necessary to complete the above specifications. 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 be executed upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control, including but not limited to environmental factors. Our workers are fully covered by Workman's Compensation, Property Damage, and Public Liability Insurance. The above prices, specifications and conditions are satisfactory and are hereby accepted. I further state that I have legal right to authorize work on the above property, and am authorizing the work as specified. Payment will be made upon completion of the work. A 2% per month service charge will be added to all unpaid balances becoming more than 10 days past due from the completion date. Credit card payments are subject to a 3% service charge. Unless otherwise noted, prices quoted are valid for 30 days from the date given on the proposal.

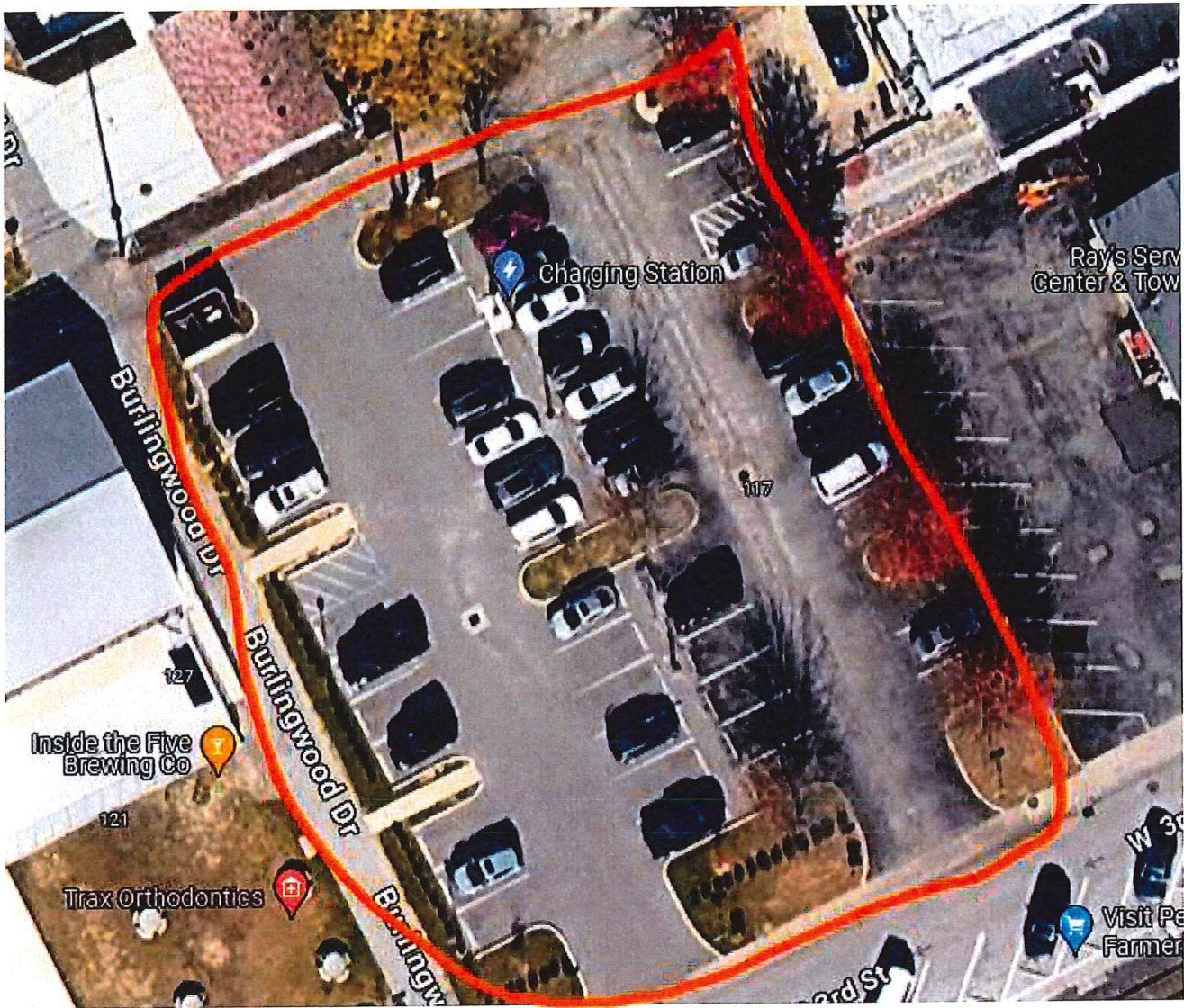
Signature _____

Date _____



Sunday, July 21, 2024

Page 1 of 1



WEST 3rd
STREET



**PERRYSBURG
ASPHALT &
SEALCOATING**

PO Box 170
Perrysburg, OH 43552
Call 419-873-7283
Fax 419-872-8295
Email office@perrysburgasphalt.com

Customer Proposal

Customer ID: 7998

Job ID: 13764

Customer: Rob Ross c/o City of Perrysburg Dept of Public Service
11980 Roachton Rd
Perrysburg, OH 43551
(419) 872-8023

Job Name: 105 W Front St - Hood Park

Job Site: 105 W Front St
Perrysburg, OH 43551
rross@ci.perrysburg.oh.us

Job Description Commercial Sealcoating

Sq Feet 8250

Job Specifications and Details

- **PREPARE:**
 - 1. Trim and clean overhanging grass from cracks and edges.
 - 2. Clean the asphalt of dirt and debris using power blowers and/or broom as needed.
- **CRACK FILL - HOT POUR:** \$495.00
Apply rubberized hot pour crack fill material to 1100 linear feet of major cracks in the pavement.
NOTE: Smaller cracks, edge breaks, and weak/alligatored areas will not be filled.
- **SEALCOAT:** \$1,250.00
Apply sealer to the entire lot.
For improved wear and traction, this sealer will be modified with 3% co-polymer and 4 lbs. of silica sand per gallon.
- **STRIPE:** \$300.00
Restripe parking lines and markings as they presently are.

Quote is good for 2024 season. Subject to change for material costs in 2025.

Total Cost Including all Labor and Materials: **\$2,045.00**

Acceptance of Proposal *****A signed proposal is required prior to beginning of job*****

We hereby Propose to furnish material and labor necessary to complete the above specifications. 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 be executed upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control, including but not limited to environmental factors. Our workers are fully covered by Workman's Compensation, Property Damage, and Public Liability Insurance. The above prices, specifications and conditions are satisfactory and are hereby accepted. I further state that I have legal right to authorize work on the above property, and am authorizing the work as specified. Payment will be made upon completion of the work. A 2% per month service charge will be added to all unpaid balances becoming more than 10 days past due from the completion date. Credit card payments are subject to a 3% service charge. Unless otherwise noted, prices quoted are valid for 30 days from the date given on the proposal.

Signature _____

Date _____





HOOD
LOWER LOT



Perrysburg Asphalt & Sealcoating

PO Box 170
Perrysburg, OH 43552
+1 4198727325
PBSC@ATT.NET

ADDRESS

Walking Path - Rivercrest Park (by 475) to
City Building on Roachton
City of Perrysburg
Attn: Greg Kuhr

Estimate 12348194

DATE 05/17/2023

EXPIRATION DATE 06/30/2024

ACTIVITY	AMOUNT
This quote is for crack filling and sealcoating the walking path starting at Rivercrest park (near I475) along Ft. Meigs to Roachton Road and ending just past the City Buildings on Roachton for 2023.	
CRACK FILL: Apply rubberized hot pour crack filler to approximately 8200 lineal feet of major cracks in pavement. Cracks within 12" of the edge of the pavement will only be filled if they are part of a larger crack in the pavement.	3,280.00
SEALCOAT: Apply a heavy coat of sealer to the entire walking path and asphalt areas except for area in front of Waterstone apartments that was done last year. For improved wear and traction, this sealer will be modified with 3% co-polymer and 4 lbs. of silica sand per gallon.	14,975.00

ESTIMATE TERMS

We hereby propose to furnish all labor and materials complete in accordance with the above specifications for the sum found next to the "TOTAL" label with timely payment to be made within 30 days of completion.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. By signing you authorize Perrysburg Asphalt and Sealcoating to do the work as specified. Payment is guaranteed.

All agreements are contingent upon strikes, accidents, weather related delays, and other delays beyond our control.

TOTAL \$18,255.00

Accepted By

Accepted Date

All work is to be completed in a workmanlike manner according to standard practices. We agree to carry Public Liability and Property Damage insurance and Workman's Compensation upon the labor furnished under this contract.

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Res 98-2024

DATE: August 29, 2024



Subject Matter/Background

The City of Perrysburg is in need of a feasibility and space utilization study for Municipal properties. A Request for Qualifications (RFQ) was issued on May 31, 2024 for a firm for the project. Six (6) submittals were received, evaluated, and ranked and The Collaborative Inc. was the top ranked firm, selected as the most qualified based upon the firm's experience and professional expertise.

The total cost of the project is expected to be One Hundred Eighty-Eight Thousand Five Hundred Dollars and Zero Cents (\$188,500.00).

This Resolution authorizes the Mayor and Director of Finance are authorized to accept the proposal and enter into an agreement with The Collaborative Inc. in an amount not to exceed One Hundred Eighty-Eight Thousand Five Hundred Dollars and Zero Cents (\$188,500.00) for a feasibility and space utilization study for Municipal properties.

Financial Review

Accounts: 4403-11755-55999 (50%) /5331-61814-55999 (25%)/5332-61826-55999 (25%)

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 pricing of services.

RESOLUTION 98-2024

A RESOLUTION ACCEPTING THE PROPOSAL AND AUTHORIZING AN AGREEMENT WITH THE COLLABORATIVE INC. IN AN AMOUNT NOT TO EXCEED ONE HUNDRED EIGHTY- EIGHT THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$188,500.00) FOR A FEASIBILITY AND SPACE UTILIZATION STUDY FOR MUNICIPAL PROPERTIES; AND DECLARING AN EMERGENCY

WHEREAS, the City of Perrysburg is in need of a feasibility and space utilization study for Municipal properties; and,

WHEREAS, a Request for Qualifications (RFQ) was issued on May 31, 2024 for a firm for the project. Six (6) submittals were received, evaluated, and ranked and The Collaborative Inc. was the top ranked firm, selected as the most qualified based upon the firm's experience and professional expertise; and,

WHEREAS, the total cost of the project is expected to be One Hundred Eighty-Eight Thousand Five Hundred Dollars and Zero Cents (\$188,500.00); and,

WHEREAS, at its August 28, 2024 meeting, the Service Committee unanimously recommended approval of the agreement.

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

SECTION 1. The Mayor and Director of Finance are authorized to accept the proposal and enter into an agreement with The Collaborative Inc. in an amount not to exceed One Hundred Eighty-Eight Thousand Five Hundred Dollars and Zero Cents (\$188,500.00) for a feasibility and space utilization study for Municipal properties, as set forth in the proposal attached hereto and incorporated herein as Exhibit A.

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

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

citizens of the City of Perrysburg, Wood County, Ohio, in order to ensure pricing of services, 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



AIA® Document B102® – 2017

Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services

AGREEMENT made as of the Ninth day of August in the year Two Thousand Twenty-four
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Perrysburg
127 West Fifth Street
Perrysburg, Ohio 43551

and the Architect:
(Name, legal status, address and other information)

The Collaborative Inc
One SeaGate, Park Level 118
Toledo, Ohio 43604

for the following (hereinafter referred to as "the Project"):
(Insert information related to types of services, location, facilities, or other descriptive information as appropriate.)

City of Perrysburg - Comprehensive Feasibility and Space Utilization Study

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1	ARCHITECT'S RESPONSIBILITIES
2	OWNER'S RESPONSIBILITIES
3	COPYRIGHTS AND LICENSES
4	CLAIMS AND DISPUTES
5	TERMINATION OR SUSPENSION
6	COMPENSATION
7	MISCELLANEOUS PROVISIONS
8	SPECIAL TERMS AND CONDITIONS
9	SCOPE OF THE AGREEMENT

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2.)

Exhibit A – Proposal letter dated 8/8/24

§ 1.1.1 The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.3 The Architect identifies the following representative authorized to act on behalf of the Architect with respect to the Project.

(List name, address, and other contact information.)

Ray D. Micham, AIA
Architect / Principal
The Collaborative Inc
One SeaGate, Park Level 118
Toledo, Ohio 43604

Justin Fogle
Architect / Associate
The Collaborative Inc
One SeaGate, Park Level 118
Toledo, Ohio 43604

§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 6.2.3.

§ 1.5.1 General Liability

Commercial General Liability
Each Occurrence - \$1,000,000.00
Damage to Rented Premises (ea occurrence) - \$1,000,000
Med Exp (any one person) - \$10,000.00
Personal & Adv Injury - \$1,000,000.00
General Aggregate – \$2,000,000.00
Products – Comp/OP Agg - \$2,000,000.00

Excess/Umbrella Liability
Each Occurrence - \$5,000,000.00
Aggregate - \$5,000,000.00

§ 1.5.2 Automobile Liability

Combined Single Limit (ea accident) - \$1,000,000.00

§ 1.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 1.5.1 and 1.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 1.5.4 Workers' Compensation at statutory limits.

§ 1.5.5 Workers' Compensation

EL Each Accident - \$1,000,000.00
EL Disease – EA Employee - \$1,000,000.00
EL Disease – Policy Limit - \$1,000,000.00

§ 1.5.6 Professional Liability

Each Claim - \$3,000,000.00
Aggregate - \$5,000,000.00

§ 1.5.7 **Additional Insured Obligations.** If requested by the Owner, to the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 1.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 1.5.

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the

Init.

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Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 2.2 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

(List name, address, and other contact information.)

Mr. Brian A. Thomas, PE, PS, CPESC, CFM
City Engineer
City of Perrysburg
127 West Fifth Street
Perrysburg, Ohio 43551

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 2.6 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 3.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 3.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the purposes of evaluating, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 5 and Article 6. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 5.4, the license granted in this Section 3.3 shall terminate.

§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the

Instruments of Service under this Section 3.3.1. The terms of this Section 3.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 5.4.

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 3.5 Except as otherwise stated in Section 3.3, the provisions of this Article 3 shall survive the termination of this Agreement.

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 General

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

§ 4.2 Mediation

§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

[] Arbitration pursuant to Section 4.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[] Other (*Specify*)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 4.3 Arbitration

§ 4.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 4.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 4.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.4 Consolidation or Joinder

§ 4.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 4.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 4.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 4.4 The provisions of this Article 4 shall survive the termination of this Agreement.

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any

expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 5.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 5.6 If the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 5.7 In addition to any amounts paid under Section 5.6, if the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

.2 Licensing Fee, if the Owner intends to continue using the Architect's Instruments of Service:

§ 5.8 Except as otherwise expressly provided herein, this Agreement shall terminate
(Check the appropriate box.)

☐ One year from the date of commencement of the Architect's services

☒ One year from the date of Substantial Completion

☐ Other
(Insert another termination date or refer to a termination provision in an attached document or scope of service.)

If the Owner and Architect do not select a termination date, this Agreement shall terminate one year from the date of commencement of the Architect's services.

§ 5.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 5.7.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect as set forth below for services described in Section 1.1, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

Fees will be broken into 2 Phases as follows:

- Programming/ Conceptual Design Phase – Services to be billed at a lump sum fee of One Hundred Forty-eight Thousand Five Hundred Dollars and Zero Cents (\$148,500.00).

The following services will be billed hourly, not to exceed maximum unless authorized in advance:

- Data, Security and Communications: Services to be billed hourly against a maximum fee of Ten Thousand Dollars and Zero Cents (\$10,000.00).
- Structural Evaluations: Services to be billed hourly against a maximum fee of Five Thousand Dollars and Zero Cents (\$5,000.00)
- Civil Engineering Evaluations: Services to be billed hourly against a maximum fee of Five Thousand Dollars and Zero Cents (\$5,000.00)
- Estimating Allowance: Services to be billed hourly against a maximum fee of Twenty Thousand Dollars and Zero Cents (\$20,000.00)

§ 6.2 Compensation for Reimbursable Expenses

§ 6.2.1 Reimbursable Expenses are in addition to compensation set forth in Section 6.1 and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

§ 6.2.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10.0%) of the expenses incurred.

§ 6.2.3 Architect's Insurance. If the types and limits of coverage required in Section 1.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 1.5, and for which the Owner shall reimburse the Architect.)

§ 6.3 Payments to the Architect

§ 6.3.1 Initial Payments

§ 6.3.1.1 An initial payment of Zero (\$0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 6.3.2 Progress Payments

§ 6.3.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

1.5% per month

§ 6.3.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 6.3.2.3 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

§ 7.2 Except as separately defined herein, terms in this Agreement shall have the same meaning as those in AIA Document A201™–2017, General Conditions of the Contract for Construction.

§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 7.4 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 7.4.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.5 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 7.6 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 7.7 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 7.8 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 7.8 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 5.4.

§ 7.9 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 7.9.1. This Section 7.9 shall survive the termination of this Agreement.

§ 7.9.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 7.9.

§ 7.10 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 9.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B102™–2017, Standard Form Agreement Between Owner and Architect
- .2 Building Information Modeling Exhibit, if completed:

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204–2017 incorporated into this Agreement.)

☐ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement.)

- 4** Other documents:
(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)

Exhibit A – Proposal letter dated 8/8/24

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Mr. Brian A. Thomas, PE, PS, CPESC, CFM
City Engineer

(Printed name and title)

ARCHITECT (Signature)

Ray D. Micham, AIA
Architect / Principal

(Printed name, title, and license number, if required)

Init.

Additions and Deletions Report for

AIA® Document B102® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 08:58:55 ET on 08/09/2024.

PAGE 1

AGREEMENT made as of the Ninth day of August in the year Two Thousand Twenty-four

...

City of Perrysburg
127 West Fifth Street
Perrysburg, Ohio 43551

...

The Collaborative Inc
One SeaGate, Park Level 118
Toledo, Ohio 43604

...

City of Perrysburg - Comprehensive Feasibility and Space Utilization Study

PAGE 2

Exhibit A – Proposal letter dated 8/8/24

...

Ray D. Micham, AIA
Architect / Principal
The Collaborative Inc
One SeaGate, Park Level 118
Toledo, Ohio 43604

Justin Fogle
Architect / Associate
The Collaborative Inc
One SeaGate, Park Level 118
Toledo, Ohio 43604

PAGE 3

§ 1.5.1 ~~Commercial General Liability with policy limits of not less than —(\$ —) for each occurrence and —(\$ —) in the aggregate for bodily injury and property damage.~~General Liability

Commercial General Liability
Each Occurrence - \$1,000,000.00
Damage to Rented Premises (ea occurrence) - \$1,000,000

Med Exp (any one person) - \$10,000.00
Personal & Adv Injury - \$1,000,000.00
General Aggregate – \$2,000,000.00
Products – Comp/OP Agg - \$2,000,000.00

Excess/Umbrella Liability
Each Occurrence - \$5,000,000.00
Aggregate - \$5,000,000.00

~~§ 1.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than — (\$ —) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.~~

Combined Single Limit (ea accident) - \$1,000,000.00

...

~~§ 1.5.5 Employers' Liability with policy limits not less than — (\$ —) each accident, — (\$ —) each employee, and — (\$ —) policy limit.~~Workers' Compensation

EL Each Accident - \$1,000,000.00
EL Disease – EA Employee - \$1,000,000.00
EL Disease – Policy Limit - \$1,000,000.00

~~§ 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than — (\$ —) per claim and — (\$ —) in the aggregate.~~

Each Claim - \$3,000,000.00
Aggregate - \$5,000,000.00

PAGE 4

Mr. Brian A. Thomas, PE, PS, CPESC, CFM
City Engineer
City of Perrysburg
127 West Fifth Street
Perrysburg, Ohio 43551

PAGE 6

☒ [X] Litigation in a court of competent jurisdiction

PAGE 7

☒ [X] One year from the date of Substantial Completion

PAGE 8

Fees will be broken into 2 Phases as follows:

- Programming/ Conceptual Design Phase – Services to be billed at a lump sum fee of One Hundred Forty-eight Thousand Five Hundred Dollars and Zero Cents (\$148,500.00).

The following services will be billed hourly, not to exceed maximum unless authorized in advance:

- Data, Security and Communications: Services to be billed hourly against a maximum fee of Ten Thousand Dollars and Zero Cents (\$10,000.00).
- Structural Evaluations: Services to be billed hourly against a maximum fee of Five Thousand Dollars and Zero Cents (\$5,000.00)

- Civil Engineering Evaluations: Services to be billed hourly against a maximum fee of Five Thousand Dollars and Zero Cents (\$5,000.00)
- Estimating Allowance: Services to be billed hourly against a maximum fee of Twenty Thousand Dollars and Zero Cents (\$20,000.00)

...

§ 6.2.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ~~percent (—%)~~ Ten percent (10.0%) of the expenses incurred.

PAGE 9

§ 6.3.1.1 An initial payment of (~~\$—~~) Zero (\$0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

§ 6.3.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid (~~—~~) Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

%—1.5% per month

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Exhibit A – Proposal letter dated 8/8/24

...

Mr. Brian A. Thomas, PE, PS, CPESC, CFM
City Engineer

Ray D. Micham, AIA
Architect / Principal

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Allison M. Schrecongost, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 08:58:55 ET on 08/09/2024 under Order No. 4104243250 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B102™ – 2017, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Administrative Manager

(Title)

8/9/2024

(Dated)

One SeaGate, Park Level 118
Toledo, OH 43604
419.242.7405

206 South Main Street, Suite 231
Ann Arbor, MI 48104
734.922.8002

July 24, 2024 (revised 8-8-2024)

Mr. Brian A. Thomas, PE, PS, CPESC, CFM
City Engineer
City of Perrysburg
127 West Fifth Street
Perrysburg, Ohio 43551
Sent Via E-Mail: bthomas@ci.perrysburg.oh.us

RE / City of Perrysburg: Comprehensive Feasibility and Space Utilization Study

Dear Brian,

We are truly thrilled to be selected to provide services for the evaluation and comprehensive planning of your municipal office facilities! We appreciate the relationship we have with the City of Perrysburg over the years and look forward to rolling-up-our-sleeves and collaborating again on this important project. This proposal will describe our understanding of the project, our recommended process and our approach to fees for services.

UNDERSTANDING OF THE PROJECT

The CITY recently purchased 28442 E. River Rd, an approximately 26,000 square foot former medical building. The CITY also owns and operates:

- Municipal Building (including the Police Station) at 201 West Indiana Ave
- Department of Public Utilities at 211 E. Boundary St
- Engineering Division at 127 W. Fifth St.

The recent property acquisition on River Rd has opened the opportunity for the City to consider how to better serve the community with all of these facilities.

At this point a budget for the project has not been established (that will be explored in the Conceptual Design Phase).

SCOPE OF SERVICES:

Basic Services (as defined by the American Institute of Architects) include:

- Planning
- Architecture and Landscape Architecture (by The Collaborative)
- Structural Engineering (by Andrew Brock)
- Mechanical, Electrical & Plumbing Engineering (by MDA Engineering)
- Civil Engineering (by CEC Engineering)



PROCESS: PROGRAMMING AND CONCEPTUAL DESIGN**SCHEDULE**

Service Durations will be roughly as follows and may be adjusted based upon agreed upon scope:

Building Assessments concurrent with Programming/ Conceptual Design:

- 4 months from approval of Agreement

COMPENSATION

We propose that our fees be broken into 2 phases as follows:

Programming/ Conceptual Design Phase (Lump-Sum):	\$148,500
Not to exceed, Hourly Allowances*:	
Data, Security and Communications (see below):	\$10,000
Structural evaluations (see below):	\$5,000
Civil Engineering evaluations (see below):	\$5,000
Estimating Allowance (see below):	\$20,000

*Time to be billed hourly, not to exceed maximum unless authorized in advance

CLARIFICATIONS

- Our team anticipates working with the City's IT staff during the study phase to anticipate rough orders of cost magnitude in the areas of data, security & communications. Once the project is approved to move forward our team can give a more exact proposal to provide full services for the scope required. We have included a \$10,000 (hourly) allowance in the Study Phase for MDA to provide high-level planning and scope definition in the areas of data, security and communications.
- We have included a \$5,000 (hourly) structural allowance in the Study Phase for Andrew Brock to provide input on structural issues.
- We have included a \$5,000 (hourly) allowance in the Study Phase for CEC Engineering to support our team with input on Civil Engineering issues during the Study Phase.
- Our team anticipates working toward a design solution and developing a single estimate. We anticipate that some value engineering, prioritizing and consideration of alternates will be included in the process, but not a wholesale

- re-design requiring a new estimate. We have included a \$20,000 (hourly) allowance in the Study Phase for Rudolph Libbe to provide estimating support.
- Hazardous Materials Surveys / Assessments are not included
 - Specification and Procurement of Furniture, Fixtures and Equipment is not included. (We will provide input to the Owner on types of furnishings and finishes thereof. We will also assist in reviewing proposals from Furnishings Vendors and advise on finishes.)
 - Site Surveying to be provided by Owner

REIMBURSABLES

Reimbursables are in addition to the Fee for Services and shall be invoiced for 1.1 times TCI's actual cost. They shall include expenditures made in the interest of the project, such as transportation when traveling in connection with the project, printing, postage and delivery.

FORM OF CONTRACT:

If the above services, fees and Terms and Conditions are satisfactory to you, we will prepare an AIA Standard Form of Agreement Between Owner and Architect.

Brian, we appreciate the opportunity to submit this proposal for your consideration. If you have any questions or comments, please call. I'll look forward to speaking with you soon!

All the very best,



Ray D. Micham, AIA

RDM/ rdm

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Res 99-2024

DATE: August 29, 2024



Subject Matter/Background

The State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure and the City of Perrysburg is planning to make capital improvements to roads within the municipality. The infrastructure improvement of Indiana Avenue between Mulberry St. and Findlay St. is considered to be a priority need for the community and is a qualified project under the OPWC programs.

This Resolution authorizes the City Engineer to apply to the OPWC for funds to make capital improvements to roads within the municipality and to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

Financial Review

There is no financial impact to the City

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

If City Council is in agreement, a motion to suspend the rules, waive the three readings and pass this Resolution as an emergency is recommended, to ensure timely application for the grant program.

RESOLUTION 99-2024

A RESOLUTION AUTHORIZING THE CITY ENGINEER TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT PROGRAM AND TO EXECUTE CONTRACTS AS REQUIRED; AND DECLARING AN EMERGENCY

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure; and

WHEREAS, the City of Perrysburg is planning to make capital improvements to roads within the municipality; and

WHEREAS, the infrastructure improvement, herein described in Exhibit A, is considered to be a priority need for the community and is a qualified project under the OPWC programs; and

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

SECTION 1. The City Engineer is hereby authorized to apply to the OPWC for funds to make capital improvements to roads within the municipality, see attached Exhibit A.

SECTION 2. The City Engineer is authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

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

SECTION 4. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Perrysburg, Wood County, Ohio; to ensure timely application for the grant program, this Resolution shall be in full force and effect from and immediately after its passage and approval by the Mayor.

President of Council

Mayor

PASSED: _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR



State of Ohio
Public Works Commission
Application for Financial Assistance

IMPORTANT: Please consult "Instructions for Financial Assistance for Capital Infrastructure Projects" for guidance in completion of this form.

Applicant

Applicant: City of Perrysburg Subdivision Code: 173-62148
District Number: 05 County: Wood Date: 09/04/2024
Contact: Brian Thomas Phone: (419) 872-7881
(The individual who will be available during business hours and who can best answer or coordinate the response to questions)
Email: bthomas@ci.perrysburg.oh.us FAX: (419) 872-7890

Project

Project Name: Indiana Avenue Rehabilitation Zip Code: 43551

Subdivision Type	Project Type	Funding Request Summary
(Select one)	(Select single largest component by \$)	(Automatically populates from page 2)
☐ 1. County	☒ 1. Road	Total Project Cost: <u>650,270 .00</u>
☒ 2. City	☐ 2. Bridge/Culvert	1. Grant: <u>175,000 .00</u>
☐ 3. Township	☐ 3. Water Supply	2. Loan: <u>0 .00</u>
☐ 4. Village	☐ 4. Wastewater	3. Loan Assistance/ Credit Enhancement: <u>0 .00</u>
☐ 5. Water (6119 Water District)	☐ 5. Solid Waste	Funding Requested: <u>175,000 .00</u>
	☐ 6. Stormwater	

District Recommendation (To be completed by the District Committee)

Funding Type Requested	SCIP Loan - Rate: _____ % Term: _____ Yrs	Amount: _____ .00
(Select one)		
☐ State Capital Improvement Program	RLP Loan - Rate: _____ % Term: _____ Yrs	Amount: _____ .00
☐ Local Transportation Improvement Program	Grant:	Amount: _____ .00
☐ Revolving Loan Program	LTIP:	Amount: _____ .00
☐ Small Government Program	Loan Assistance / Credit Enhancement:	Amount: _____ .00
District SG Priority: _____		

For OPWC Use Only

STATUS	Grant Amount: _____ .00	Loan Type: ☐ SCIP ☐ RLP
Project Number: _____	Loan Amount: _____ .00	Date Construction End: _____
_____	Total Funding: _____ .00	Date Maturity: _____
Release Date: _____	Local Participation: _____ %	Rate: _____ %
OPWC Approval: _____	OPWC Participation: _____ %	Term: _____ Yrs

1.0 Project Financial Information (All Costs Rounded to Nearest Dollar)

1.1 Project Estimated Costs

Engineering Services

Preliminary Design:	<u>0</u> .00	
Final Design:	<u>0</u> .00	
Construction Administration:	<u>0</u> .00	
Total Engineering Services:	a.) <u>0</u> .00	<u>0</u> %
Right of Way:	b.) <u>0</u> .00	
Construction:	c.) <u>591,155</u> .00	
Materials Purchased Directly:	d.) <u>0</u> .00	
Permits, Advertising, Legal:	e.) <u>0</u> .00	
Construction Contingencies:	f.) <u>59,115</u> .00	<u>10</u> %
Total Estimated Costs:	g.) <u>650,270</u> .00	

1.2 Project Financial Resources

Local Resources

Local In-Kind or Force Account:	a.) <u>0</u> .00	
Local Revenues:	b.) <u>475,270</u> .00	
Other Public Revenues:	c.) <u>0</u> .00	
ODOT / FHWA PID: _____	d.) <u>0</u> .00	
USDA Rural Development:	e.) <u>0</u> .00	
OEPA / OWDA:	f.) <u>0</u> .00	
CDBG:	g.) <u>0</u> .00	
☐ County Entitlement or Community Dev. "Formula"		
☐ Department of Development		
Other: _____	h.) <u>0</u> .00	
Subtotal Local Resources:	i.) <u>475,270</u> .00	<u>73</u> %

OPWC Funds (Check all requested and enter Amount)

Grant: <u>100</u> % of OPWC Funds	j.) <u>175,000</u> .00	
Loan: <u>0</u> % of OPWC Funds	k.) <u>0</u> .00	
Loan Assistance / Credit Enhancement:	l.) <u>0</u> .00	
Subtotal OPWC Funds:	m.) <u>175,000</u> .00	<u>27</u> %
Total Financial Resources:	n.) <u>650,270</u> .00	<u>100</u> %

1.3 Availability of Local Funds

Attach a statement signed by the Chief Financial Officer listed in section 5.2 certifying all local resources required for the project will be available on or before the earliest date listed in the Project Schedule section. The OPWC Agreement will not be released until the local resources are certified. Failure to meet local share may result in termination of the project. Applicant needs to provide written confirmation for funds coming from other funding sources.

2.0 Repair / Replacement or New / Expansion

2.1 Total Portion of Project Repair / Replacement:	<u>650,270</u> .00	<u>100</u> %
2.2 Total Portion of Project New / Expansion:	<u>0</u> .00	<u>0</u> %
2.3 Total Project:	<u>650,270</u> .00	<u>100</u> %

A Farmland
Preservation letter
is required for any
impact to farmland

3.0 Project Schedule

3.1 Engineering / Design / Right of Way	Begin Date: <u>07/03/2025</u>	End Date: <u>09/01/2025</u>
3.2 Bid Advertisement and Award	Begin Date: <u>10/02/2025</u>	End Date: <u>12/19/2025</u>
3.3 Construction	Begin Date: <u>05/01/2026</u>	End Date: <u>07/01/2026</u>

Construction cannot begin prior to release of executed Project Agreement and issuance of Notice to Proceed.

Failure to meet project schedule may result in termination of agreement for approved projects. Modification of dates must be requested in writing by project official of record and approved by the Commission once the Project Agreement has been executed.

4.0 Project Information

If the project is multi-jurisdictional, information must be consolidated in this section.

4.1 Useful Life / Cost Estimate / Age of Infrastructure

Project Useful Life: 20 Years Age: 2005 (Year built or year of last major improvement)

Attach Registered Professional Engineer's statement, with seal or stamp and signature confirming the project's useful life indicated above and detailed cost estimate.

4.2 User Information

Road or Bridge: Current ADT 6,164 Year 2023 Projected ADT 7,447 Year 2043

Water / Wastewater: Based on monthly usage of 4,500 gallons per household; attach current ordinances.

Residential Water Rate Current \$ _____ Proposed \$ _____

Number of households served: _____

Residential Wastewater Rate Current \$ _____ Proposed \$ _____

Number of households served: _____

Stormwater: Number of households served: _____

4.3 Project Description

- A: SPECIFIC LOCATION (Supply a written location description that includes the project termini; a map does not replace this requirement.) 500 character limit.

Indiana Avenue from Mulberry Street to Findlay Street (approximately 900 feet)

- B: PROJECT COMPONENTS (Describe the specific work to be completed; the engineer's estimate does not replace this requirement) 1,000 character limit.

Reconstruct a portion of the Indiana Avenue to increase the pavement section to match the other portions of Indiana Avenue.

- C: PHYSICAL DIMENSIONS (Describe the physical dimensions of the existing facility and the proposed facility. Include length, width, quantity and sizes, mgd capacity, etc in detail.) 500 character limit.

The project will consist of reconstructing approximately 900 feet of existing pavement from Mulberry Street to Findlay Street.

5.0 Project Officials

Changes in Project Officials must be submitted in writing from an officer of record.

5.1 Chief Executive Officer

(Person authorized in legislation to sign project agreements)

Name: Tom Mackin
Title: Mayor
Address: 201 West Indiana Avenue

City: Perrysburg State: OH Zip: 43551
Phone: (419) 872-8010
FAX: (419) 781-8019
E-Mail: tmackin@ci.perrysburg.oh.us

5.2 Chief Financial Officer

(Can not also serve as CEO)

Name: Amber Rathburn
Title: Finance Director
Address: 201 West Indiana Avenue

City: Perrysburg State: OH Zip: 43551
Phone: (419) 872-7882
FAX:
E-Mail: arathburn@ci.perrysburg.oh.us

5.3 Project Manager

Name: Brian Thomas
Title: City Engineer
Address: 127 West Fifth Street

City: Perrysburg State: OH Zip: 43551
Phone: (419) 872-7881
FAX: (419) 872-7890
E-Mail: bthomas@ci.perrysburg.oh.us

6.0 Attachments / Completeness review

Confirm in the boxes below that each item listed is attached (Check each box)

- ☒ A certified copy of the legislation by the governing body of the applicant authorizing a designated official to sign and submit this application and execute contracts. This individual should sign under 7.0, Applicant Certification, below.
- ☒ A certification signed by the applicant's chief financial officer stating the amount of all local share funds required for the project will be available on or before the dates listed in the Project Schedule section. If the application involves a request for loan (RLP or SCIP), a certification signed by the CFO which identifies a specific revenue source for repaying the loan also must be attached. Both certifications can be accomplished in the same letter.
- ☒ A registered professional engineer's detailed cost estimate and useful life statement, as required in 164-1-13, 164-1-14, and 164-1-16 of the Ohio Administrative Code. Estimates shall contain an engineer's seal or stamp and signature.
- ☐ A cooperative agreement (if the project involves more than one subdivision or district) which identifies the fiscal and administrative responsibilities of each participant.
- ☒ Farmland Preservation Review - The Governor's Executive Order 98-IIIV, "Ohio Farmland Protection Policy" requires the Commission to establish guidelines on how it will take protection of productive agricultural and grazing land into account in its funding decision making process. Please include a Farm Land Preservation statement for projects that have an impact on farmland.
- ☐ Capital Improvements Report. CIR Required by O.R.C. Chapter 164.06 on standard form.
- ☒ Supporting Documentation: Materials such as additional project description, photographs, economic impact (temporary and/or full time jobs likely to be created as a result of the project), accident reports, impact on school zones, and other information to assist your district committee in ranking your project. Be sure to include supplements which may be required by your local District Public Works Integrating Committee.

7.0 Applicant Certification

The undersigned certifies: (1) he/she is legally authorized to request and accept financial assistance from the Ohio Public Works Commission as identified in the attached legislation; (2) to the best of his/her knowledge and belief, all representations that are part of this application are true and correct; (3) all official documents and commitments of the applicant that are part of this application have been duly authorized by the governing body of the applicant; and, (4) should the requested financial assistance be provided, that in the execution of this project, the applicant will comply with all assurances required by Ohio Law, including those involving Buy Ohio and prevailing wages.

Applicant certifies that physical construction on the project as defined in the application has NOT begun, and will not begin until a Project Agreement for this project has been executed with the Ohio Public Works Commission. Action to the contrary will result in termination of the agreement and withdrawal of Ohio Public Works Commission funding from the project.

Brian A. Thomas, PE, PS, City Engineer

Certifying Representative (Printed form, Type or Print Name and Title)

Original Signature / Date Signed

**Indiana Avenue Rehabilitation
Preliminary Engineer's Estimate
July 25, 2024**

ITEM NO.	DESCRIPTION	UNIT	UNIT COST	Quantity	Estimated Cost
201	CLEARING AND GRUBBING	LS	\$10,000.00	1.00	\$10,000.00
202	WALK REMOVED	SF	\$5.00	810.00	\$4,050.00
202	CURB REMOVED	FT	\$10.00	126.00	\$1,260.00
203	EXCAVATION (INCLUDING PAVEMENT)	CY	\$50.00	1,755.37	\$87,768.66
203	GRANULAR MATERIAL, TYPE C	CY	\$50.00	842.59	\$42,129.63
204	SUBGRADE COMPACTION	SY	\$5.00	2,527.78	\$12,638.89
204	GEOTEXTILE FABRIC	SY	\$2.00	2,527.78	\$5,055.56
301	ASPHALT CONCRETE BASE, PG64-22	CY	\$175.00	280.86	\$49,151.23
304	AGGREGATE BASE	CY	\$70.00	421.30	\$29,490.74
407	TACK COAT	GAL	\$2.75	139.03	\$382.33
441	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (449), PG64-22	CY	\$225.00	87.77	\$19,748.26
441	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (449)	CY	\$200.00	122.88	\$24,575.62
605	4" BASE PIPE UNDERDRAINS	FT	\$15.00	1,750.00	\$26,250.00
608	4" CONCRETE WALK & CURB RAMPS	SF	\$15.00	810.00	\$12,150.00
608	DETECTABLE WARNINGS	EA	\$500.00	6.00	\$3,000.00
609	CURB, TYPE 6	FT	\$100.00	126.00	\$12,600.00
611	4" CONDUIT, TYPE F FOR UNDERDRAIN OUTLET	FT	\$50.00	200.00	\$10,000.00
611	MANHOLE ADJUSTED TO GRADE	EA	\$5,000.00	2.00	\$10,000.00
614	MAINTAINING TRAFFIC	LS	\$20,000.00	1.00	\$20,000.00
623	CONSTRUCTION LAYOUT STAKES AND SURVEYING	LS	\$15,000.00	1.00	\$15,000.00
624	MOBILIZATION	LS	\$20,000.00	1.00	\$20,000.00
625	CONDUIT, MULTICELL, 4", 725.20	FT	\$35.00	1,750.00	\$61,250.00
625	PULL BOX, 725.08	EA	\$3,500.00	10.00	\$35,000.00
625	UNDERGROUND WARNING/MARKING TAPE, AS PER PLAN	FT	\$5.00	1,750.00	\$8,750.00
642	EDGE LINE, 4", TYPE 1	MI	\$750.00	0.33	\$248.58
642	CENTER LINE, TYPE 1	MI	\$1,000.00	0.17	\$165.72
644	STOP LINE	FT	\$5.00	30.00	\$150.00
644	CROSSWALK LINE, 24"	FT	\$5.00	80.00	\$400.00
644	RAILROAD SYMBOL MARKING	EA	\$500.00	1.00	\$500.00
659	TOPSOIL, FURNISHED AND PLACED	CY	\$25.00	648.15	\$16,203.70
659	SEEDING AND MULCHING	SY	\$5.00	3,888.89	\$19,444.44
832	STORM WATER POLLUTION PREVENTION PLAN	LS	\$10,000.00	1.00	\$10,000.00
832	EROSION CONTROL	LS	\$20,000.00	1.00	\$20,000.00
SPEC	RECLAMITE ASPHALT SURFACE PRESERVATION	SY	\$1.50	2,527.78	\$3,791.67

Subtotal = \$591,155.03
10% Contingency = \$59,115.50
Engineer's Estimate = \$650,270.53

The estimated useful life of Indiana Avenue Rehabilitation Project is 25 years.



Brian A. Thomas, PE, PS, CPESC, CFM
City Engineer



A weighted useful life statement stamped/sealed and signed by a licensed professional engineer must be included with the project application.

This spreadsheet has formulas to make a weighted useful life calculation and is populated with an example for illustrative purposes. Items can be added to column a.

Weighted Useful Life & Design Service Capacity Calculations

Major Component	Cost (\$1,000)	Portion Repair / Replacement (%)	Repair / Replace Product	Useful Life (Years)	Useful Life Product
Full-depth road construction w/ drainage	591155	100	59115500	25	14778875
Full-depth road construction w/o drainage				25	
Partial-depth road construction w/ drainage				15	
Partial-depth road construction w/o drainage				15	
Resurfacing				15	
Storm Sewers				40	
Sanitary Sewers				40	
Water Lines				40	
Bridge				75	
Pumps, Lift Stations				15	
Sidewalks				25	
Bike Facility				7	

Totals	591155		59115500		14778875
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Weighted Useful Life: 25.0 Years

Design Service Capacity (Project Application, Section 2.0):

Portion Repair / Replace	100 %
Portion New / Expansion	%

BRIAN A. THOMAS, PE, PS, CPESC, CFM CITY ENGINEER

127 W. Fifth Street | Perrysburg, OH 43551 | Office 419 872 7880 | www.ci.perrysburg.oh.us

FARMLAND PRESERVATION REVIEW LETTER

**FARMLAND PRESERVATION REVIEW
FOR THE OHIO PUBLIC WORKS COMMISSION**

Indiana Avenue Rehabilitation
July 26, 2024

This review is to comply with Farmland Preservation Review Advisory of the Ohio Public Works Commission and the Governor's Executive Order 98-IIV. This review was accomplished by the City of Perrysburg.

1. The immediate impact the project will have on productive agricultural and grazing land related to land acquisition.

NO IMPACT

2. Indirect impact that will result in the loss of productive agricultural and grazing land from development related to the project.

NO IMPACT

3. Mitigation measures that could be implemented when alternative sites or locations are not feasible.

N / A



Brian A. Thomas, PE, PS, CPESC
City Engineer



BRIAN A. THOMAS, PE, PS, CPESC, CFM CITY ENGINEER

127 W. Fifth Street | Perrysburg, OH 43551 | Office 419 872 7880 | www.ci.perrysburg.oh.us

CITY OF PERRYSBURG CERTIFICATION FOR AGE OF INFRASTRUCTURE

The last documented improvements made to Indiana Avenue from Mulberry Street to Findlay Street were completed in 2005.

Please accept this letter as certification that the date of the last major improvement is 2005.

A handwritten signature in blue ink, consisting of a stylized 'B' followed by a long, sweeping horizontal line.

Brian A. Thomas, PE, PS, CPESC
City Engineer



Date: 7/16/2024







District 5

Capital Improvement Project

Priority Rating Sheet, PY39/FY26

Revised 04/9/2024

COUNTY: Wood										PROJECT NUMBER:									
PROJECT: Indiana Avenue Rehabilitation																			
EST. COST: \$650,270																			
No.	A*	CRITERIA TO BE CONSIDERED	B* PRIORITY FACTORS					A* x B*		PRIORITY FACTORS						No.			
	WEIGHT FACTOR		0	2	4	6	8	10		0	2	4	6	8	10				
1	1	(REPAIR OR REPLACE) vs. (NEW OR EXPANSION)							10	0% +	20% +	40% +	60% +	80% +	100% +	1			
										Repair or Replacement	Repair or Replacement	Repair or Replacement	Repair or Replacement	Repair or Replacement	Repair or Replacement				
2A	1	EXISTING PHYSICAL CONDITION Please refer to Criteria #2 of the Round 36 Scoring Methodology. Must submit substantiating documentation. (100% New or Expansion = 0 Points)							10	0	2	4	6	8	10	2A			
										Excellent	Good	Fair	Fading	Poor	Failing				
2B	1	AGE							4	Type	0	1	2	3	4	5	2B		
										Road	0-4 Yrs	5-8 Yrs	9-12 Yrs	13-16 Yrs	17-20 Yrs	20+ Yrs			
										Wastewater	0-6 Yrs	7-12 Yrs	13-18 Yrs	19-24 Yrs	25-30 Yrs	30+ Yrs			
										Bridge/Culvert									
										Sanitary Sewer, Water Supply, Storm Water, Solid Waste	0-10 Yrs	11-20 Yrs	21-30 Yrs	31-40 Yrs	41-50 Yrs	50+ Yrs			
3	2	PUBLIC HEALTH AND/OR SAFETY CONCERNS Submittals without supporting documentation will receive 0 points for this question.							20	0	2	4	6	8	10	3			
										No Impact	Minimal	Moderate	Major	Critical	Extremely Critical				
4	2	LOCAL MATCHING FUNDS Percentage of Local Share (Local funds are funds derived from the applicant budget or a loan to be paid back through the applicant budget, assessments, rates or tax revenues) *							20	0	2	4	6	8	10	4			
										0%	10%	20%	30%	40%	50%				
5	1	OTHER FUNDING (Excluding Issue II Funds) (Grants and other revenues not contributed or collected through taxes by the applicant; including Gifts, Contributions, etc. - must submit copy of award or status letter.)							0	0%	10%	20%	30%	40%	50%	5			
6		OPWC GRANT AND LOAN FUNDS REQUESTED Please refer to Criteria #6 of the Round 36 Methodology for clarification.														6			
	2	Grant or Loan Only	-9	-8	0	8	9	10	20	-9	-8	0	8	9	10	6			
										Grant or Loan Only	\$500,001 or more	\$400,001 to \$500,000	\$325,001 to \$400,000	\$275,001 to \$325,000	\$175,001 to \$275,000	\$175,000 or less			
	2	Grant/Loan Combination	-9	-8	0	8	9	10		Grant/Loan Combination	\$750,000 or more	\$600,001 to \$750,000	\$487,501 to \$600,000	\$412,501 to \$487,500	\$262,501 to \$412,500	\$262,500 or less	6		
When scoring a project that is only grant or only loan, Please use the chart labeled "Grant or Loan Only". When scoring a grant/loan combination, score the project for the grant in the first chart, then use the second chart labeled "Grant/Loan Combination" to score the total (grant and loan combined). Use the lower of the two as the score.																			
7	1	JOB CREATION/RETENTION Indicate full time equivalent jobs, include supporting documentation in the form of a commitment letter from business or third party entity.							0	0	2	4	6			7			
										0-6 Jobs	7-14 Jobs	15-24 Jobs	25+ Jobs						
8	1	BENEFIT TO EXISTING USERS (households or traffic counts) Equivalent dwelling unit direct connections. Traffic Counts within three years with certified documentation, etc.							10	0	2	4	6	8	10	8			
										0-99 Users	100 - 349 Users	350 - 499 Users	500 - 749 Users	750 - 1000 Users	1000+ Users				
9	1	ECONOMIC DISTRESS Local MHI as a percentage of the District Median MHI							0	0	1	2				9			
										100%+	80%-100%	Less Than 80%							
10	1	READINESS TO PROCEED							0	Plans Not Begun Yet	Preliminary Engineering Complete	Final Design Complete				10			
11		SUBTOTAL RANKING POINTS (MAX. = 115)							94	Other Info: Does this project have a significant impact on productive farmland? YES NO Attach impact statement if yes. Is the Applicant ready to proceed to bids after State Approval within 6 months? YES NO									
12		COUNTY SUBCOMMITTEE PRIORITY POINTS (25-20-15)																	
13A		DISCRETIONARY POINTS (BY DISTRICT ONLY) (MAX.=1)								District Discretionary Point may be awarded to projects that demonstrate significant Area-wide, County, or Community Impact. Include documentation to support the claim of significance.									
13B		DISCRETIONARY POINTS (BY DISTRICT ONLY) (MAX.=1)								District Discretionary Point may be awarded to projects that demonstrate that the entity has maximized financial resources including assessments and utility rate structure.									
14		GRAND TOTAL RANKING POINTS																	

* Applicants must certify local and other share contributions. Specify, all funding sources to be utilized as local share at the time of application submittal.

DISTRICT FIVE

OHIO PUBLIC WORKS COMMISSION

QUESTIONNAIRE and SCORING METHODOLOGY

Fiscal Year 2026/ Program Year 39

**For Preparing an Application for a
State Capital Improvement Program and Local Transportation
Improvement Program Project**



- OPWC Rep:** Ashley Ellrod **OPWC Liaison:** Dennis Miller
- Phone:** 614-745-9076 **Phone:** 419-784-3882
- Email:** Ashley.ellrod@pwc.ohio.gov **Email:** dmiller@mvpco.org

Revised: April 9, 2024

Application Instructions

Public WorksWise Training

(Right click on the [Blue fields](#) and Choose Open Hyperlink)

The Commission's Salesforce based internal cloud platform, Public WorksWise, allows our customers to apply online for OPWC grant and loan funds, process disbursement requests to vendors, submit relevant project documentation and schedule information, and navigate loan repayments all in one place!

ONLINE TRAINING VIDEOS

Videos

[Clean Ohio Training for Applicants: HOW TO SUBMIT A CLEAN OHIO APPLICATION THROUGH WORKSWISE PORTAL](#)

[Infrastructure Training for Applicants: HOW TO SUBMIT AN INFRASTRUCTURE APPLICATION THROUGH THE WORKSWISE PORTAL](#)

[Disbursement Training Video](#)

Manuals

[Ohio Public WorksWise Applicant Manual.pdf](#)

[Ohio Public WorksWise How To Submit An Application.pdf](#)

[Disbursement Training Guide \(Revamp Jan 2024\).pdf \(ohio.gov\)](#)

[Ohio Public WorksWise How To E-Sign Your Agreement.pdf](#)

Requesting Access to WorksWise

OPWC guarantees each community/applicant one license to access WorksWise to apply for funding and request disbursements once funded. Additional requests for access are now being granted. To onboard new and existing applicants, you must provide the following information to the D-5 OPWC Program Representative, Ashley Ellrod, at Ashley.Ellrod@pwc.ohio.gov. Ashley can also answer questions about WorksWise.

- Your Full Name
- Subdivision Name
- Subdivision Code
- Address / Phone / Email
- Employer (if not employed with subdivision)
- Letter of Authorization form attached (if required, see below)

If you want access for another community other than the one with which you are employed (i.e., consulting firms), a Letter of Authorization will be required to be uploaded when you make the request to be set up for that community.

Below is a link to the template that must be put on the subdivision's letter head, signed, and scanned in as a PDF. Please do not create or make your own version of this letter, the below template is the only format we will allow.

[WorksWise Subdivision Representation Permission Letter.pdf \(ohio.gov\)](#)

Supplemental Application Instructions

Application materials are available at [Round 39 Applications | mvpo](#)

Prerequisites for Project Consideration

Manner of submittal items to the **County Subcommittee:**

Electronic or Paper Application Submittal Instructions

- 1) Must be one-sided, 8.5" x 11".
- 2) No dividers or cover sheets (a summary sheet may be submitted with "other documentation").
- 3) No Binding. A binder clip, folder, punch-less binder (has a clamp that holds papers together) are OK. No staples.

Format of application:

- 1) All must be in whole dollars (no cents).
- 2) Cannot use all caps.
Page 4 of application must contain relevant information about project and not "see attached". If it will not fit in space provided, list what will fit and attach one supplement document to complete the information.
- 3) Page 3 must designate households or ADT ONLY for the direct area of the infrastructure. (Cannot count downstream or system users). Majority infrastructure type determines how project is scored when there are multiple components. ADT Traffic Counts are required within three years of application submittal with certified documentation.

Optional Electronic Application Submittal

Applicants may opt to submit applications in a pdf electronic file format on a CD, DVD or other electronic storage device.

OPWC Required Documents

- OPWC Six Page Application
- Authorizing Legislation
- CFO Certification of Local Funds and Loan Repayment Letter
- Engineer's Estimate and Useful Life Statement
- Cooperative Agreement (Multiple Jurisdictions)
- Farmland Preservation Review Letter

District 5 Required Documents

- A Self-Score Capital Improvements Questionnaire
- Priority Rating Sheet, FY26/PY39
- For Applicant under 5,000 in population include the Small Government Supplement and supporting documentation
- ADT Traffic Counts conducted within three years of the application submittal
- EPA Findings and Orders, EPA Safe Drinking Water Regulations Notice of Violation, EPA NPDES Permit Violations, EPA Consent Decree or Court Orders
- Documentation to support Functional Obsolescence Claim
- Documentation of Waterline Breaks, I and I Analysis, excessive corrosion, etc.
- Written Third Party Documentation supporting Job Creation/Retention Claims
- Auditor's Certificate
- Other items
 - a. Maps
 - b. Pictures
 - c. Summary Sheet
 - d. Letters supporting the project application.
 - e. Any other items deemed relevant to the project

Evaluation Questionnaire and Priority Rating Sheet

- 1) Each application to District 5 shall be rated using the District 5 Capital Improvements Project Questionnaire and Priority Rating Sheet as adopted by the District 5 Executive Committee.
- 2) For Villages and Township with populations less than 5,000 special attention is called to the potential eligibility for Small Government Funding consideration. The scoring for the Small Government Program is established and implemented by the Ohio Public Works Commission. This program has an additional set of Evaluation Methodology. Each applicant should familiarize themselves with this methodology when planning your project funding request. If your project is not selected for District Funding each applicant under 5,000 in population will be considered for selection as a potential Small Government Project.

Project Cost Overruns/Changes in Scope Procedure

- 1) The applicant will prepare an amended application including a revised budget, revised engineering estimate, and a detailed explanation of the change(s) requested.
- 2) The amendment is due to the District 5 Liaison thirty days in advance of the date of the scheduled District 5 Executive Committee Meeting.

Revolving Loan Prioritization

- 1) RLP funds are funds repaid from previous loans. The money can only be used for loans. No grants may be made with the funds.
- 2) The interest rate for RLP Loans is established by the Executive committee at zero percent per year for the useful life of the improvement.
- 3) RLP Loans will be offered to projects based on the ranking of projects on the SCIP Slate. Consideration will be given to projects in order of score based on initial grant or grant/loan request. until the RLP funds are expended.

**DISTRICT 5
CAPITAL IMPROVEMENT PROJECTS
QUESTIONNAIRE
FY26/PY39**

Name of Applicant: City of Perrysburg
Project Title: Indiana Avenue Rehabilitation

The following questions are to be answered for each application submitted for State Issue II SCIP, LTIP and Loan Projects. Please provide specific information using the best documentation available to you. Justification of your responses to these questions will be required if your project is selected for funding, so please provide correct and accurate responses. **Villages and Townships under 5,000 in population should also complete the Small Government Criteria.**

1. What percentage of the project in repair A= __%, replacement B=100%, expansion C= __%, and new D= __%? (Use dollar amounts of project to figure percentages and make sure the total equals one hundred(100) percent) A+B= 100% C+D= __% **ORC Reference(s):164.06(B)(1); 164.14(E)(10)**

Repair/Replacement =Repair or Replacement of public facilities owned by the government (any subdivision of the state).

New/Expansion = Replacement of privately owned wells, septic systems, private water or wastewater systems, etc.

- 2a. Existing Physical Condition of Infrastructure **ORC Reference(s):164.06(B)(2);164.14(E)(9);164.14(E)(2); 164.14(E)(8)**

Rating Guidance for Physical Condition: The basic logic behind the **condition** category descriptions is: don't tell us how bad the infrastructure condition is - show us. If the infrastructure has failed in some way to the point that it needs replaced, the project should receive the highest points, if major components have failed, but it doesn't require replacement the project should receive fewer points and if it needs maintained it receives even fewest points.

Points	Category	Description	Examples
10	Failing	Infrastructure has reached a point where it requires replacement, reconstruction or reconfiguration to fulfill its purpose	Road/Bridge -Intersection Reconfiguration due to accident problem-Structural paving of 3.5" or greater of additional pavement - Pavement Widening to meet ODOT L&D Standards - Complete Pavement Reconstruction - Complete Bridge or Culvert replacement -Widening graded shoulder width to ODOT L&D Standard Water, San. Sewer/Storm -Water, Sewer, or Storm Line Replacement - Water or Sewer Plant Replacement -Replacement of a major component of a water and/or sewer treatment plant which would result in a failure in meeting WQ Standards -Project replaces a facility under EPA orders or where

			demand exceeds capacity or where a documented environmental hazard is present.
8	Poor	The condition is substandard and requires repair or restoration in order to return to the intended level of service and comply with current design standards. Infrastructure contains deficiency and is functioning at a diminished capacity.	Road -Multiple course of paving-Single course of paving with 25% base repair-Widening graded shoulder width to less than ODOT L&D Standard -Structural Culvert Lining -Bridge Deck Replacement Water, San. Sewer/Storm -Replacement of a component such as a control mechanism, pumps, hydrants, valves, filters, etc of a water or sewer plant – Project repairs a facility component ordered by a regulatory agency.
6	Fading	The condition requires reconditioning to continue to function as originally intended.	Road/Bridge - Single course of paving- Widening aggregate berm on existing graded shoulder width Water, San. Sewer/Storm - Sewer Lining Projects -Water tower painting -Repair of a tank to maintain structural integrity in existing water and sewer systems-Project repairs a facility component considered to be maintenance in nature.
4	Fair	The condition is average, not good or poor. The infrastructure is still functioning as originally intended. Minor deficiencies exist requiring repair to continue to function as originally intended and/or to meet current design standards	
2	Good	The condition is safe and suitable to purpose. Infrastructure is functioning as originally intended, but requires minor repairs and/or upgrades to meet current design standards	
0	Excellent	The condition is new or requires no repair. Or, no supporting documentation has been submitted	

2b. Age of Infrastructure **ORC Reference(s):164.06(B)(2)**

Life	20	30	50
Project Type	Road	Wastewater and Water Treatment	Bridge/Culvert, Sanitary Sewer, Water Supply, Storm Water, Solid Waste
Points			
0	0-4 Years	0-6 Years	0-10 Years
1	5-8 Years	7-12 Years	11-20 Years
2	9-12 Years	13-18 Years	21-30 Years
3	13-16 Years	19-24 Years	31-40 Years
4	17-20 Years	25-30 Years	41-50 Years
5	20+ Years	30+ Years	50+ Years

3. Health and Safety Rating: **ORC Reference(s):164.06(B)(4),164.14(E)(1); 164.14(E)(10)**

If the proposed project is not approved what category would best represent the impact on the general health and/or public safety?

ROADS

Extremely Critical: Resurfacing, Restoration, Rehabilitation and Reconstruction (4R) of a Major Access Road.*

Critical: Resurfacing, Restoration and Rehabilitation (3R) of a Major Access Road.*

Major: Resurfacing, Restoration, Rehabilitation and Reconstruction (4R) of a Minor Access Road.*

Moderate: Resurfacing, Restoration and Rehabilitation (3R) of a Minor Access Road.*

Minimal: Preventative Maintenance of a Major Access Road.

No Impact: Preventative Maintenance of a Minor Access Road.

Projects that have a variety of work will be scored in the LOWEST category of work contained in the Construction Estimate.

Road/Street Classifications:

Major Access Road: Roads or streets that have a dual function of providing access to adjacent properties and providing through or connecting service between other roads.

Minor Access Road: Roads or streets that primarily provide access to adjacent properties without through continuity, such as cul-de-sacs or loop roads or streets.

Preventative Maintenance: Non Structural Pavement work such as chip sealing, cape sealing, micro-surfacing, crack sealing, etc.

*(3R) Resurfacing, Restoration and Rehabilitation - Improvements to existing roadways, which have as their main purpose, the restoration of the physical features (pavement, curb, guardrail, etc.) without altering the original design elements. **(Surface and Intermediate layer Mill and Fills, overlays with less than or equal to 3.5" of additional pavement, etc....)**

*(4R) Resurfacing, Restoration, Rehabilitation and Reconstruction - Much like 3R, except that 4R allows for the complete reconstruction of the roadway and alteration of certain design elements (i.e., lane widths, shoulder width, SSD, **overlays with greater than 3.5" of additional pavement.** etc.).

BRIDGES SUFFICIENCY RATING

Extremely Critical: 0-25, or a General Appraisal rating of 3 or less.

Critical: 27-50, or a General Appraisal rating of 4.

Major: 51-65 or a General Appraisal rating of 5 or 6.

Moderate: 66-80 or a General Appraisal rating of 7.

Minimal: 81-100 or a General Appraisal rating of more than 7.

No Impact: Bridge on a new roadway.

WASTEWATER TREATMENT PLANTS

Extremely Critical: Improvements required by the Environmental Protection Agency (EPA) in the form of a consent decree, finding and orders or court order, and Health Department Construction Ban.

Critical: Improvements required by the Environmental Protection Agency (EPA) in the form of NPDES permit requirements or Notice of Violations.

Major: Operational Improvements to Existing Plants. Replace deficient appurtenances. Update existing processes due to EPA recommendations.

Moderate: Increase capacity to meet current needs or update processes to improve effluent quality.

Minimal: New/Expansion project to meet a specific development proposal.

No Impact: New/Expansion to meet future or projected needs.

WATER TREATMENT PLANT

Extremely Critical: EPA orders in the form of a consent decree, findings and orders or court order.

Critical: Improvements to meet Environmental Protection Agency (EPA) Safe Drinking Water Regulations and/or Notice of Violations.

Major: Operational Improvements to Existing Plants. Replace deficient appurtenances. Update existing processes due to EPA recommendations.

Moderate: Increase capacity to meet current needs or update processes to improve water quality.

Minimal: New/Expansion project to meet a specific development proposal.

No Impact: New/Expansion to meet future or projected needs.

COMBINED SEWER SEPARATIONS (May be construction of either new storm or sanitary sewer as long as the result is two separate sewer systems.)

Extremely Critical: EPA orders in the form of a consent decree, findings and orders or court order. Health Department Construction Ban.

Critical: Separate, due to chronic backup or flooding in basements.

Major: Separate, due to documented water quality impairment, or due to EPA recommendations.

Moderate: Separate, due to specific development proposal within or upstream of the combined system area.

Minimal: Separate, to conform to current design standards.

No Impact: No positive health effect.

STORM SEWERS

Extremely Critical:	Improvements ordered by the Environmental Protection Agency (EPA) in the form of a consent decree, findings and orders or court order.
Critical:	Chronic flooding (structure damage) or improvements required by the Environmental Protection Agency (EPA) in the form of NPDES permit requirements or Notice of Violations.
Major:	Inadequate capacity (land damage).
Moderate:	Inadequate capacity with no associated damage.
Minimal:	New/Expansion to meet current needs.
No Impact:	New/Expansion to meet future or project needs.

CULVERTS

Extremely Critical:	Structurally deficient or functionally obsolete. Deterioration has already caused a critical safety hazard to the public.
Critical:	Inadequate capacity with land damage and the existing or high probability of property damage.
Major:	Inadequate capacity (land damage).
Moderate:	Inadequate capacity with no associated damage.
Minimal:	New/Expansion to meet current needs.
No Impact:	New/Expansion to meet future or projected needs.

SANITARY SEWERS

Extremely Critical:	EPA orders in the form of a consent decree, findings and orders or court order. Health Department Construction Ban.
Critical:	Replace, due to chronic pipe failure, chronic backup or flooding in basements, sewer system overflows, and/or improvements required by the Environmental Protection Agency (EPA) in the form of NPDES permit requirements or Notice of Violations.
Major:	Replace, due to inadequate capacity or infiltration, or due to EPA recommendations.
Moderate:	Rehabilitate to increase capacity to meet current needs or to reduce inflow and infiltration.
Minimal:	New/Expansion project to meet a specific development proposal.
No Impact:	New/Expansion to meet future or projected needs.

SANITARY LIFT STATIONS AND FORCE MAINS

Extremely Critical:	Structurally deficient. Deterioration has already caused a safety/health hazard to
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the public, or; EPA orders in the form of a consent decree, findings and orders or court order.

Critical:	Inadequate capacity with actual or a high probability of property damage; or improvements required by the Environmental Protection Agency (EPA) in the form of NPDES permit requirements.
Major:	EPA recommendations, or; reduces a probable health and/or safety problem.
Moderate:	Rehabilitate to increase capacity to meet current needs.
Minimal:	New/Expansion to meet a specific development proposal.
No Impact:	New/Expansion to meet future or projected needs.

WATER PUMP STATIONS

Extremely Critical:	Structurally deficient. Deterioration has already caused a safety hazard to the public, or, EPA orders in the form of a consent decree, findings and orders or court order.
Critical:	Inadequate capacity with the inability to maintain pressure required for fire flows.
Major:	Replace due to inadequate capacity or EPA recommendations.
Moderate:	Rehabilitate to increase capacity to meet current needs.
Minimal:	New/Expansion to meet a specific development proposal.
No Impact:	New/Expansion to meet future or projected needs.

WATER LINES/WATER TOWERS

Extremely Critical:	Replace to solve low potable water pressure or excessive incidents of main breaks in project area.
Critical:	Replacement/Rehabilitation due to structural deficiency such as excessive corrosion and/or safety upgrades, etc.
Major:	Replace undersized water mains as part of an overall upgrade process. Replace water meters that have exceeded their useful life.
Moderate:	Increase capacity to meet current needs. Spot repairs/recoating to restore moderate corrosion of water components.
Minimal:	New/Expansion project to meet a specific development proposal.
No Impact:	New/Expansion to meet future or projected needs.

OTHER

Extremely Critical: There is a present health and/or safety threat.

Critical: The project will provide immediate health and/or safety benefit.

Major: The project will reduce a probable health and/or safety problem.

Moderate: The project will delay a health and/or safety problem.

Minimal: A possible future health and/or safety problem mitigation.

No Impact: No health and/or safety effect.

NOTE: *Combined projects that can be rated in more than one subset may be rated in the other category at the discretion of the District 5 Executive Committee. In general, the majority of the cost or scope of the project shall determine the category under which the project will be scored.*

(Submittals without supporting documentation will receive 0 Points for this question.)

Extremely Critical X, Critical , Major , Moderate , Minimal , No Impact . Explain your answer.

(Additional narrative, charts and/or pictures should be attached to questionnaire)

4. Identify the amount of local funds that will be used on the project as a percentage of the total project cost. **ORC Reference 164.06(B)(6); ORC 164.06(B)(7); ORC 164.06(B)(3); ORC 164.14(E)(4)**

A.) Amount of Local Funds = \$ 475,270

B.) Total Project Cost = \$ 650,270

RATIO OF LOCAL FUNDS DIVIDED by TOTAL PROJECT COSTS (A÷B)= 73 %

Note: Local funds should be considered funds derived from the applicant budget or loans funds to be paid back through local budget, assessments, rates or tax revenues collected by the applicant.

5. Identify the amount of other funding sources to be used on the project, excluding SCIP or LTIP Funds, as a percentage of the total project cost. **ORC Reference(s): 164.06(B)(7); 164.14(E)(4)**

Grants 0 % Gifts 0 %, Contributions 0 %

Other 0 % (explain) , Total 0 %

Note: Grant funds and other revenues not contributed or collected through taxes by the applicant should be considered other funds. The Scope of Work for each Funding Source must be the same.

6. Total Amount of SCIP and Loan Funding Requested- An Applicant can request a grant per the categories below for points as indicated on the Priority Rating Sheet. If the Applicant is including a loan request equal to, but not exceeding 50% of the OPWC funding amounts listed below, there will be no point penalty. If loan funds requested are more than 50%, points as listed in the Priority Rating Sheet will apply. **ORC Reference(s): 164.14(E)(10); 164.06(B)(5)**

_____	\$500,001 or More
_____	\$400,001-\$500,000
_____	\$325,001-\$400,000
_____	\$275,001-\$325,000
_____	\$175,001-\$275,000
<u> X </u>	\$175,000 or Less

There are times when the District spends all of the grant money and has loan money remaining. When this happens, the district makes a loan offer in the amount of the requested grant to the communities that were not funded. The offers are made in the order of scoring. We need to know if you are not successful in obtaining grant dollars for your project if you would be interested in loan money:

YES _____ NO X

(This will only be considered if you are not funded with grant money and there is remaining loan money.) **Please note: if you answer “no” you will not be contacted, only if you answer “yes” will an offer be made in the event that there is loan money remaining.**

7. If the proposed project is funded, will its completion directly result in the creation of permanent full-time equivalent (FTE) jobs (FTE jobs shall be defined as 36 hours/week) ? Yes ____ No X . If yes, how many jobs within eighteen months? ____ Will the completed project retain jobs that would otherwise be permanently lost? Yes ____ No X . If yes, how many jobs ____ **will be created/retrained** within 18 months **following the completion of the improvements?**

ORC Reference(s): 164.14(E)(3);164.14(E)(10)

(Supporting documentation in the form of letter from affected industrial or commercial enterprises that specify full time equivalent jobs that will be retained or created directly by the installation or improvement of Public infrastructure. Additional items such as; 1) newspaper articles or other media news accounts, 2) public meeting minutes, and/or 3) a letter from the County Economic Development Director or State of Ohio Economic Development Professional that alludes to the requirement for the infrastructure improvement to support the business. Submittals without supporting documentation will receive 0 points for this question.)

8. What is the total number of existing users that will directly benefit from the proposed project if completed? 6,164 (Use households served, traffic counts, etc. and explain the basis by which you arrived at your number.) **ORC Reference 164.14(E)(7); 164.06(B)(10)**
9. Economic Distress Criteria **ORC Reference 164.06(B)(8)**
- What is the Local Median Household Income as a percentage of the District Median Household Income? 141.53 %. Please utilize the Economic Distress Scoring Criteria based on ACS 2013-2017 Data provided in Exhibit A.

10. Readiness to Proceed Criteria **ORC Reference 164.06(B)(9); ORC 164.14(E)(5)**

Please categorize the status of planning and design elements for the project.

- X Plans have not begun yet (0 Points)
 Preliminary Engineering Complete (1 Point)
 Final Design Complete (2 Points)

11. Base Score Total for Questions 1-10= 94

12. County Subcommittee Priority Points=
(25-20-15 Points for each of the SCIP and LTIP Project Categories)

13. DISCRETIONARY POINTS (BY DISTRICT COMMITTEE ONLY)

13a. A **District Discretionary Point** may be awarded to projects that demonstrate significant Area-wide, County, or Community Impact. (Include documentation to support the claim of significance)
(Maximum of 1 Point at the discretion of the District Executive Committee)

ORC Reference 164.14(E)(7)

13b. A **District Discretionary Point** may be awarded to projects that demonstrate that the entity has maximized local financial resources including assessments. Provide a Fund Status Report and/or the water and sanitary waste utility rate structures are at least 2.5% of area median household income for combined systems and 1.5% of the area median household income for water and sanitary only systems. Please provide rate ordinances for water and sanitary sewer to be considered for discretionary points. (Maximum of 1 Point at the discretion of the District 5 Executive Committee) **ORC Reference 164.06(B)(3)**

14. **Grand Total of Points**

15. Is subdivision's population less than 5,000 Yes No X If yes, continue. You may want to design your project per Small Government Project Evaluation Criteria, released for the current OPWC Round to assist in evaluating your project for potential Small Government Funding. The Small Government Criteria is available on the OPWC website at [Ohio Public Works Commission](#)

[> Programs > Infrastructure Programs > Small Government](#)

16. **OHIO PUBLIC WORKS COMMISSION SMALL GOVERNMENT PROGRAM GUIDELINES**

All projects that are sponsored by a subdivision with a population of 5,000 or less, and not earning enough points for District Funding from SCIP or LTIP Funds, are then rated using the Small Government Program Rating Criteria for the corresponding funding round. In order to be rated the entity must submit the Small Government Supplement and their required budgets with their application.

Only infrastructure that is village- or township- owned is eligible for assistance. The following policies have been adopted by the Small Government Commission:

- District Integrating Committees may submit up to seven (7) applications for consideration by the Commission. All 7 must be ranked, however, only the top five (5) will be scored. The remaining two (2) will be held as contingency projects should an application be withdrawn.

- Grants are limited to \$500,000. Any assistance above that amount must be in the form of a loan.

- Grants for new or expanded infrastructure cannot exceed 50% of the project estimate.

- The Commission may deny funding for water and sewer systems that are deemed to be more cost-effective if regionalized.

- If a water or sewer project is determined to be affordable, the project will be offered a loan rather than a grant. Pay special attention to the **Water & Wastewater Affordability Supplemental and the Small Government Water & Wastewater Affordability Calculation Worksheet. Both are available on the Small Government Program Tab at**

<https://www.pwc.ohio.gov/Programs/Infrastructure-Programs/Small-Government>

- Should there be more projects that meet the “annual score” than there is funding, the tie breaker is those projects which scored highest under Health & Safety, with the second tie breaker being Condition. If multiple projects have equivalent Health & Safety and Condition scores they are arranged according to the amount of assistance from low to high. Once the funded projects are announced, “contingency projects” may be funded from project under-runs by continuing down the approved project list.

- Supplemental assistance is not provided to projects previously funded by the Commission.

- Applicants have 30 days from receipt of application by OPWC without exception to provide additional documentation to make the application more competitive under the Small Government criteria. Applications will be scored after the 30-day period has expired. The applicants for each District's two (2) contingency projects will have the same 30-day period to submit supplemental information but these applications will not be scored unless necessary to do so. **It is each applicant's responsibility for determining the need for supplemental material. The applicant will not be asked for or notified of missing information unless the Commission has changed the project type and it affects the documentation required. Important information may include, but is not limited to: age of infrastructure, traffic counts or utility users, median income information, user rates ordinances, and the Auditor's Certificate of Estimated Revenues or documentation from the Auditor of State that subdivision is in a state of fiscal emergency.**

If you desire to have your FY26/PY39 project considered for Small Government Funding please download the Small Government Evaluation Criteria applicable to FY26/PY39 by accessing the OPWC Website at [Ohio Public Works Commission > Programs > Infrastructure Programs > Small Government](#). Please follow the Small Government Evaluation Criteria and include supporting documentation to receive points. Specifically, include the Auditor's Certification of funds for your entity and documentation supporting the age of the infrastructure.

Please complete the Small Government Evaluation Criteria and attach all required supporting documentation and attach it to the District 5 Questionnaire for FY26/PY39.

Date: September 4, 2024

Signature: _____
 Title: City Engineer
 Address: 127 W Fifth Street, Perrysburg, Ohio 43551
 Phone: (419) 872-7880
 FAX: N / A
 Email: Bthomas@ci.perrysburg.oh.us

Exhibit A- Economic Distress Factor

District 5 will use ACS 2015-2019 data below to score criteria #7 of the Scoring Methodology. Information is listed for each county, municipality and township. The Median Household Income (MHI) for each jurisdiction was divided by the District 5 MHI to produce an Economic Distress Factor. District 5 then assigned points as follows: for each jurisdiction having an Economic Distress of 80% or less a score of 2 was awarded; for jurisdictions with an Economic Distress Factor of 80.1% to 100.0% 1 point was awarded; and for jurisdictions in excess of 100.1% a score of 0 was awarded.

District 5		\$69,538			
	Jurisdiction	MH Income	Population		
Williams	Madison township (Remainder of)	\$39,000	889	0.5608	2Pts.
Williams	Edgerton village	\$39,563	1,881	0.5689	
Fulton	Fayette village	\$41,016	1,305	0.5898	
Wood	Bowling Green city	\$41,346	30,808	0.5946	
Paulding	Broughton village	\$43,958	116	0.6321	
Paulding	Paulding township (Remainder of)	\$44,106	981	0.6343	
Ottawa	Erie township	\$46,154	1,147	0.6637	
Williams	Pioneer village	\$46,528	1,429	0.6691	
Paulding	Oakwood village	\$46,667	546	0.6711	
Williams	Montpelier village	\$46,868	3,942	0.6740	
Erie	Sandusky city	\$47,375	25,095	0.6813	
Wood	Perry township (Remainder of)	\$47,845	1,437	0.6880	
Henry	Holgate village	\$48,125	1,061	0.6921	
Sandusky	Fremont city	\$48,252	15,930	0.6939	
Erie	Castalia village	\$48,516	774	0.6977	
Wood	Jerry City village	\$48,676	454	0.7000	
Paulding	Scott village	\$50,000	242	0.7190	
Paulding	Antwerp village	\$50,313	1,676	0.7235	
Ottawa	Oak Harbor village	\$50,362	2,821	0.7242	
Wood	Weston village	\$51,033	1,455	0.7339	
Williams	Bryan city	\$51,415	8,729	0.7394	
Wood	Walbridge village	\$51,563	3,011	0.7415	
Wood	Jackson township (Remainder of)	\$52,174	482	0.7503	
Wood	Portage village	\$52,389	398	0.7534	
Wood	Custar village	\$52,500	178	0.7550	
Paulding	Paulding village	\$52,750	3,555	0.7586	
Henry	Malinta village	\$52,813	236	0.7595	
Wood	Fostoria city	\$53,145	13,046	0.7643	
Sandusky	Townsend township	\$53,519	1,523	0.7696	
Paulding	Emerald township (Remainder of)	\$53,750	765	0.7730	
Wood	Risingsun village	\$54,167	541	0.7790	

Williams	Holiday City village	\$54,500	48	0.7837	
Paulding	Payne village	\$55,197	1,192	0.7938	
Henry	Marion township (Remainder of)	\$55,217	701	0.7941	
Paulding	Grover Hill village	\$55,227	382	0.7942	
Wood	North Baltimore village	\$55,379	3,369	0.7964	
Ottawa	Port Clinton city	\$55,534	6,025	0.7986	
Henry	Hamler village	\$55,750	600	0.8017	1 Pt.
Erie	Bellevue city	\$55,770	8,249	0.8020	
Sandusky	Bellevue city	\$55,770	8,249	0.8020	
Henry	McClure village	\$55,938	700	0.8044	
Sandusky	Clyde city	\$55,956	6,294	0.8047	
Fulton	Gorham township (Remainder of)	\$56,064	863	0.8062	
Paulding	Harrison township (Remainder of)	\$56,194	697	0.8081	
Paulding	Haviland village	\$56,250	160	0.8089	
Ottawa	Bay township	\$56,809	1,142	1.0109	
Henry	Deshler Village	\$57,273	1,588	1.0182	
Wood	West Millgrove village	\$57,500	131	0.8269	
Wood	Bloomdale village	\$57,679	665	0.8295	
Williams	West Unity village	\$57,778	1,763	0.8309	
Fulton	Chesterfield township	\$58,333	938	0.8389	
Defiance	Defiance city	\$58,750	17,066	0.8449	
Ottawa	Put-in-Bay village	\$58,750	154	0.8449	
Defiance	Hicksville village	\$59,096	3,431	0.8498	
Wood	Tontogany village	\$59,250	387	0.8521	
Henry	Napoleon city	\$59,414	8,862	0.8544	
Wood	Bradner village	\$59,710	971	0.8587	
Henry	Florida village	\$60,333	215	0.8676	
Ottawa	Clay Center village	\$60,625	262	0.8718	
Wood	Bairdstown village	\$60,625	115	0.8718	
Williams	Williams County	\$60,632	36,973	0.8719	
Sandusky	Sandusky County	\$60,814	58,885	0.8745	
Wood	Milton Center village	\$61,250	137	0.8808	
Williams	Edon village	\$61,563	796	0.8853	
Fulton	Royalton township (Remainder of)	\$61,810	913	0.8889	
Williams	Mill Creek township	\$61,932	752	0.8906	
Williams	Superior township	\$61,979	1,286	0.8913	
Paulding	Auglaize township	\$62,096	1,332	0.8930	
Fulton	Lyons village	\$62,143	602	0.8937	
Sandusky	Green Creek township	\$62,752	3,389	0.9024	
Erie	Huron city	\$63,525	6,922	0.9135	
Henry	Liberty Center village	\$64,167	1,108	0.9228	
Sandusky	Sandusky township	\$64,207	3,551	0.9233	
Sandusky	Burgoon village	\$64,583	183	0.9287	
Ottawa	Genoa village	\$64,750	2,232	0.9311	
Defiance	Ney village	\$64,792	303	0.9317	
Sandusky	Lindsey village	\$64,792	457	0.9317	
Erie	Erie County	\$65,171	75299	0.9372	
Defiance	Farmer township	\$65,197	892	0.9376	
Paulding	Paulding County	\$65,331	18827	0.9395	
Sandusky	York township	\$65,833	2,479	0.9467	
Fulton	Franklin township	\$65,962	695	0.9486	

Henry	Liberty township (Remainder of)	\$66,125	1,260	0.9509
Ottawa	Rocky Ridge village	\$66,563	312	0.9572
Defiance	Sherwood village	\$66,875	802	0.9617
Fulton	Metamora village	\$67,000	566	0.9635
Henry	Ridgeville township	\$67,083	1,096	0.9647
Fulton	Delta village	\$67,100	3,316	0.9649
Ottawa	Danbury township (Remainder of)	\$67,182	4,059	0.9661
Williams	Pulaski township	\$67,273	2,446	0.9674
Sandusky	Gibsonburg village	\$67,279	2,452	0.9675
Fulton	Swanton village	\$67,367	3,897	0.9688
Defiance	Noble township (Remainder of)	\$67,676	2,140	0.9732
Ottawa	Carroll township	\$68,066	2,117	0.9788
Wood	Troy township (Remainder of)	\$68,310	3,088	0.9823
Williams	Blakeslee village	\$68,438	104	0.9842
Sandusky	Helena village	\$68,750	211	0.9887
Wood	Lake township (Remainder of)	\$68,824	6,956	0.9897
Fulton	Archbold village	\$69,125	4,516	0.9941
Defiance	Defiance County	\$69,302	38,300	0.9966
Defiance	Delaware township (Remainder of)	\$69,488	1,228	0.9993
Sandusky	Elmore village	\$69,583	1,370	1.0006
Ottawa	Elmore village	\$69,583	1,370	1.0006
Wood	Wayne village	\$69,643	841	1.0015
Wood	Plain township	\$69,743	1,625	1.0029
Paulding	Jackson township (Remainder of)	\$69,961	834	1.0061
Paulding	Brown township (Remainder of)	\$70,000	1,145	1.0066
Fulton	Clinton township (Remainder of)	\$70,082	2,062	1.0078
Paulding	Cecil village	\$70,417	146	1.0126
Wood	Hoytville village	\$70,893	220	1.0195
Defiance	Hicksville township (Remainder of)	\$70,919	1,441	1.0199
Erie	Berlin township (Remainder of)	\$70,929	2,799	1.0200
Fulton	Wauseon city	\$71,000	7,568	1.0210
Fulton	Swan Creek township (Remainder of)	\$71,174	5,677	1.0235
Wood	Grand Rapids village	\$71,719	925	1.0314
Sandusky	Riley township	\$71,875	1,214	1.0336
Williams	Springfield township (Remainder of)	\$71,902	1,789	1.0340
Erie	Vermilion township	\$72,325	4,857	1.0401
Paulding	Melrose village	\$72,375	233	1.0408
Williams	Jefferson township (Remainder of)	\$72,391	1,772	1.0410
Sandusky	Green Springs village	\$72,861	1,233	1.0478
Erie	Vermilion city	\$73,458	10,659	1.0564
Defiance	Defiance township (Remainder of)	\$74,165	1,727	1.0665
Erie	Kelleys Island village	\$74,375	256	1.0696
Wood	Northwood city	\$74,404	5,160	1.0700
Williams	Stryker village	\$74,482	1,259	1.0711
Wood	Perrysburg township	\$74,488	13,571	1.0712
Wood	Bloom township (Remainder of)	\$74,814	960	1.0759
Wood	Rossford city	\$74,886	6,299	1.0769
Sandusky	Ballville township	\$74,913	6,042	1.0773
Wood	Wood County	\$75,149	131,564	1.0807
Fulton	Pike township	\$75,156	1,733	1.0808
Fulton	Fulton County	\$75,453	43,602	1.0851
Henry	Henry County	\$76,616	27,601	1.1018
Wood	Grand Rapids township (Remainder of)	\$75,947	661	1.0922
Erie	Perkins township	\$76,083	12,390	1.0941
Wood	Millbury village	\$76,250	1,193	1.0965

Wood	Cygnets village	\$77,833	543	1.1193	0 Pts.
Defiance	Highland township	\$77,981	2,284	1.1214	
Erie	Bay View village	\$78,125	608	1.1235	
Henry	Richfield township	\$78,375	635	1.1271	
Paulding	Latty village	\$78,393	165	1.1273	
Sandusky	Woodville village	\$78,438	2,006	1.1280	
Henry	Harrison township (Remainder of)	\$78,464	962	1.1284	
Williams	Brady township (Remainder of)	\$79,167	858	1.1385	
Paulding	Washington township	\$79,569	663	1.1443	
Williams	Center township	\$79,833	2,928	1.1480	
Sandusky	Scott township	\$80,123	1,333	1.1522	
Erie	Margaretta township (Remainder of)	\$80,506	4,258	1.1577	
Williams	Bridgewater township	\$80,570	1,434	1.1586	
Williams	Florence township (Remainder of)	\$80,882	1,073	1.1631	
Wood	Portage township (Remainder of)	\$80,883	1,060	1.1631	
Wood	Weston township (Remainder of)	\$80,896	669	1.1633	
Sandusky	Rice township	\$81,705	1,143	1.1750	
Paulding	Carryall township (Remainder of)	\$81,863	1,334	1.1772	
Defiance	Milford township	\$82,132	1,120	1.1811	
Ottawa	Salem township (Remainder of)	\$82,431	2,490	1.1854	
Williams	St. Joseph township (Remainder of)	\$82,576	785	1.1875	
Ottawa	Harris township (Remainder of)	\$83,026	1,540	1.1940	
Erie	Milan township (Remainder of)	\$83,073	2583	1.1946	
Wood	Pemberville village	\$84,167	1,326	1.2104	
Erie	Huron township (Remainder of)	\$84,625	3,802	1.2170	
Wood	Freedom township (Remainder of)	\$84,909	1,318	1.2210	
Defiance	Adams township	\$85,000	884	1.2224	
Henry	New Bavaria village	\$85,938	86	1.2358	
Wood	Liberty township (Remainder of)	\$87,541	1,565	1.2589	
Sandusky	Washington township (Remainder of)	\$87,548	1,781	1.2590	
Sandusky	Jackson township (Remainder of)	\$87,765	1,293	1.2621	
Erie	Groton township	\$88,068	1,379	1.2665	
Fulton	Dover township	\$88,700	1,621	1.2756	
Paulding	Blue Creek township (Remainder of)	\$88,863	438	1.2779	
Sandusky	Madison township (Remainder of)	\$89,077	1,135	1.2810	
Wood	Montgomery township (Remainder of)	\$89,623	1,804	1.2888	
Henry	Washington township (Remainder of)	\$89,922	1,847	1.2931	
Fulton	German township (Remainder of)	\$90,068	2,060	1.2952	
Erie	Milan village	\$90,145	1,371	1.2963	
Wood	Henry township (Remainder of)	\$90,625	711	1.3032	
Defiance	Mark township	\$90,850	902	1.3065	
Defiance	Washington township (Remainder of)	\$90,909	1,225	1.3073	
Erie	Florence township	\$92,279	2,470	1.3270	
Henry	Damascus township (Remainder of)	\$92,689	1,083	1.3329	
Erie	Berlin Heights village	\$93,203	651	1.3403	
Wood	Milton township (Remainder of)	\$94,207	614	1.3548	
Ottawa	Catawba Island township	\$95,117	3,711	1.3678	
Paulding	Crane township (Remainder of)	\$95,559	1,107	1.3742	
Fulton	Fulton township (Remainder of)	\$95,663	1,534	1.3757	
Wood	Luckey village	\$95,966	1,009	1.3801	
Ottawa	Clay township (Remainder of)	\$96,177	2,593	1.3831	
Ottawa	Marblehead village	\$97,019	865	1.3952	
Sandusky	Woodville township (Remainder of)	\$97,256	1,297	1.3986	

Wood	Perrysburg city	\$98,419	25,041	1.4153
Williams	Northwest township	\$99,051	1,139	1.4244
Defiance	Tiffin township	\$99,112	1,586	1.4253
Wood	Center township	\$99,741	1,140	1.4343
Henry	Monroe township (Remainder of)	\$100,000	847	1.4381
Ottawa	Benton township (Remainder of)	\$100,000	2,137	1.4381
Wood	Haskins village	\$100,156	1,245	1.4403
Henry	Pleasant township (Remainder of)	\$100,871	820	1.4506
Henry	Flatrock township (Remainder of)	\$101,964	948	1.4663
Ottawa	Allen township (Remainder of)	\$103,096	3,511	1.4826
Henry	Bartlow township (Remainder of)	\$103,472	599	1.4880
Ottawa	Put-in-Bay township (Remainder of)	\$106,250	659	1.5279
Paulding	Laity township (Remainder of)	\$107,143	596	1.5408
Henry	Napoleon township (Remainder of)	\$108,349	1,441	1.5581
Wood	Webster township	\$110,417	1,230	1.5879
Henry	Freedom township	\$111,667	967	1.6058
Fulton	Amboy township (Remainder of)	\$112,292	1,312	1.6148
Erie	Oxford township	\$113,073	1,140	1.6261
Paulding	Benton township (Remainder of)	\$117,794	641	1.6940
Ottawa	Portage township	\$118,750	1,217	1.7077
Fulton	York township (Remainder of)	\$127,298	1,731	1.8306
Wood	Middleton township (Remainder of)	\$129,722	4,366	1.8655
Wood	Washington township (Remainder of)	\$135,781	1,477	1.9526
Defiance	Richland township (Remainder of)	\$165,957	1,255	2.3866

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Res 100-2024

DATE: August 29, 2024



Subject Matter/Background

The City of Perrysburg, Ohio is in the process of revitalizing Downtown Perrysburg through infrastructure improvements to make Downtown Perrysburg ADA compliant, beautification efforts, and initiatives to support local businesses.

The City of Perrysburg is in need of marketing services to be utilized during the Downtown Revitalization Project and the Perrysburg Area Chamber of Commerce has the specific knowledge and expertise needed to provide such marketing services.

This Resolution authorizes the Mayor and Director of Finance to enter into a three (3) year agreement with the Perrysburg Area Chamber of Commerce to provide marketing services for the Downtown Perrysburg Revitalization Project in an amount not to exceed Fifty-Four Thousand Two Hundred Dollars and Zero Cents (\$54,200.00).

Financial Review

Account: 1110-11761-53999

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

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

RESOLUTION 100-2024

A RESOLUTION AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AN AGREEMENT WITH THE PERRYSBURG AREA CHAMBER OF COMMERCE TO PROVIDE MARKETING SERVICES FOR THE DOWNTOWN PERRYSBURG REVITALIZATION PROJECT IN AN AMOUNT NOT TO EXCEED FIFTY-FOUR THOUSAND TWO HUNDRED DOLLARS AND ZERO CENTS (\$54,200.00); AND DECLARING AN EMERGENCY

WHEREAS, the City of Perrysburg, Ohio is in the process of revitalizing Downtown Perrysburg, making it a vibrant, attractive, and economically thriving area; and,

WHEREAS, this project will include infrastructure improvements to make Downtown Perrysburg ADA compliant, beautification efforts, and initiatives to support local businesses; and,

WHEREAS, the City of Perrysburg is in need of marketing services to be utilized during the Downtown Revitalization Project; and,

WHEREAS, the Perrysburg Area Chamber of Commerce has the specific knowledge and expertise needed to provide such marketing services; and

WHEREAS, this agreement will be for a term of three (3) years with a total cost not to exceed Fifty-Four Thousand Two Hundred Dollars and Zero Cents (\$54,200.00); and,

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 enter into a three (3) year agreement with the Perrysburg Area Chamber of Commerce to provide marketing services for the Downtown Perrysburg Revitalization Project in an amount not to exceed Fifty-Four Thousand Two Hundred Dollars and Zero Cents (\$54,200.00), consistent with proposal, attached hereto as Exhibit A.

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

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



Downtown Perrysburg Revitalization Marketing Plan

Project Overview: The downtown revitalization project aims to rejuvenate the heart of the city, making it a vibrant, attractive, and economically thriving area. The project will include infrastructure improvements to make it ADA compliant, beautification efforts, and initiatives to support local businesses.

Objectives:

- Continue and increase foot traffic in the downtown area during construction
- Consistently explain the “WHY” we need to do this project and “HOW” it’s being funded
- Boost local business sales – inform/work with business owners about construction phases, and when/how each one will affect their part of downtown. Businesses should:
 - Use a consistent “slogan” or theme that reflects the spirit of the project;
 - Address the logistical accommodations/signage required to ease access to store fronts during traditional events such as the Farmers Market;
 - Create special “construction” promotions/activities that bring shoppers/diners downtown;
 - Promote patronage during construction by using free and/or paid media.
- Foster a sense of community and local pride
- Inform residents on the progress of the project:
 - Reasons for the revitalization and expected benefits;
 - Construction plans and costs, and the timing/progress of various project phases;
 - Possible controversial topics such as tree removal;
 - Accommodations being created to ease traffic congestion, parking, and patronage of downtown businesses.

Target Audience:

- **Local Residents:** People living in Perrysburg
- **Tourists/Northwest Ohioans:** Visitors to the city looking for unique experiences
- **Business Owners:** Current business owners

Integrated Marketing Communication Strategies

1. Branding and Messaging

- **Brand Identity:** Develop a cohesive brand identity for the downtown area, including a logo, color scheme, and slogan (e.g., “Come anyway”)
- **Core Messages:** Emphasize the reason why we need to do this while at the same time preserving the historical feel of downtown.

2. Digital & Traditional Marketing

- **Website:** Launch a dedicated website featuring project updates, event calendars, business directories, and resources for businesses and residents.
- **Social Media:** Create and maintain active profiles on platforms like Facebook, Instagram, Twitter, and LinkedIn to share updates, engage with the community, and promote events. This will be done through the use of pictures, videos (Reels/Stories), and graphics.
- **Email Marketing:** Build an email list and send regular newsletters with updates, success stories, upcoming events, and special promotions.
- **Newspaper:** Ads in the Perrysburg Messenger Journal, Sentinel Tribune, The Blade, Toledo City Paper
- **TV Media:** Pitches to WTOL, 13abc
- **Magazine:** Perrysburg Living (regional publications, hotel kiosks)
- **Perrysburg Schools eFlyer:** Construction updates can be submitted weekly or when needed.
- **Sidewalk Signage:** A-frames stating “We are open”, parking signs, window signs

3. Public Relations

- **Press Releases:** Issue press releases to local media outlets to announce project milestones and events.
- **Media Partnerships:** Collaborate with local newspapers, radio stations, and TV channels to feature stories about the revitalization efforts.
- **Influencer Engagement:** Partner with local influencers and bloggers to spread the word and create buzz.

4. Community Engagement

- **Town Hall Meetings:** Host regular meetings to update the community, gather feedback, and foster a sense of involvement.
- **Volunteer Programs:** Create opportunities for residents or groups to participate in beautification and event planning efforts.

5. Events and Promotions

- **Launch Event:** Organize a high-profile event (news conference) in March 2025 to kick off the project, featuring speeches from city officials, entertainment, and activities for all ages.
- **Monthly Events:** Plan and promote monthly events such as the Farmers Market in May, business events (maybe each business takes turns hosting an event?), live music, etc. to attract visitors.
- **Business Promotions:** Encourage local businesses to offer special promotions and discounts during key project milestones and events.

6. Partnerships and Sponsorships

- **Local Businesses:** Partner with local businesses to support and promote the project through co-branded marketing efforts.
- **Nonprofits and Community Organizations:** Collaborate with local nonprofits and community groups to enhance project initiatives and outreach.

Timeline

Q4 2024 (November-December)

- Design and build out standalone website to be used beginning in January of 2025 through the completion of the project.
- Marketing campaign in conjunction with the city surrounding the final costs, the reasoning for the project, how it is being paid for, final-copy renderings and timeline.
 - This will be done to provide full transparency to both the taxpayers and/or business owners while the legislation is moving towards a final vote.

Q1 2025 (January - March) - 300 Block (and Columbia Gas project)

- Finalize marketing plan and branding.
- Launch website and update social media profiles.
- Open House event at the Schaller Memorial with final plans, timeline, answer questions
- Begin email marketing campaigns.
- Announce the project and launch the event through press releases and media outreach.
- Information booth/table at Winterfest

Q2 2025 (April - June)

- Host a news conference to kick off the project (either March or April)
- Start monthly community events.
- Implement business promotions and partnerships.

Q3 2025 (July - September)

- Expand digital marketing efforts.
- Promote progress through media and social channels.

Q4 2025 (October - December)

- Evaluate marketing efforts and community feedback.
- Plan and promote holiday-themed events.
- Prepare an end-of-year report highlighting successes and future plans.

Year 2026 - 100 and 200 Blocks of Louisiana

Budget

2024 – November/December

- **Chamber Fee (\$750/month):** \$1,500
- **Website Development:** \$2,200
- **Advertising:** \$500
- **Total:** \$4,200

2025

- **Chamber Fee (\$750/month):** \$9,000
- **Website Maintenance/Business Promotions:** \$3,600
- **Advertising:** \$6,000
- **Event Planning and Execution:** \$5,000
- **Contingency Fund:** \$1,400
- **Total:** \$25,000

2026

- **Chamber Fee (\$750/month):** \$9,000
- **Website Maintenance/Business Promotions:** \$3,600
- **Advertising:** \$6,000
- **Event Planning and Execution:** \$5,000
- **Contingency Fund:** \$1,400
- **Total:** \$25,000

Payment Schedule

- 2024 Q4 Payment: November 29th, 2024 - \$4,200
- 2025 Q1 Payment: January 31st, 2025 - \$6,250
- 2025 Q2 Payment: April 30th, 2025 - \$6,250
- 2025 Q3 Payment: July 31st, 2025 - \$6,250
- 2025 Q4 Payment: October 31st, 2025 - \$6,250
- 2026 Q1 Payment: January 30th, 2026 - \$6,250
- 2026 Q2 Payment: April 30th, 2026 - \$6,250
- 2026 Q3 Payment: July 31st, 2026 - \$6,250
- 2026 Q4 Payment: October 30th, 2026 - \$6,250

Evaluation and Metrics

- **Foot Traffic:** Measure increases in foot traffic through surveys and local business reports.
- **Business Sales:** Track changes in sales and new business openings.
- **Community Engagement:** Monitor participation in events and volunteer programs.
- **Social Media Metrics:** Analyze engagement rates, follower growth, and content reach.
- **Media Coverage:** Evaluate the quantity and quality of media coverage.

Conclusion

This marketing plan aims to ensure the downtown revitalization project not only succeeds in physical improvements but also becomes an integral part of the community's social and

economic fabric. By leveraging a mix of digital, traditional, and community-focused strategies, the project can achieve its goals and create a vibrant, thriving downtown area.