

Joint Cemetery Meeting at 5:30pm
PH Rezoning OS to R5 at 6:00pm
PH Rezoning OS to C3 at 6:10pm



**CITY OF PERRYSBURG
CITY COUNCIL
AGENDA**

May 6, 2025

1. Call to Order - 6:30 PM
2. Roll Call
3. Pledge of Allegiance
4. Minutes of Council Meeting of April 15, 2025
5. Special Reports
6. Letters, Communications, and Citizens Communications
7. Administrative Reports
 - a. Mayor
 - b. City Administrator
 - c. Finance Director
 - d. Law Director
8. President of Council Report
 - a. Chris Smalley Presenting 2025 Park Grant Check
9. Committee Reports
 - a. **Finance & Economic Development**
 - b. **Safety**
 - c. **Recreation**
 - d. **Planning & Zoning**

Ordinance# 70-2025

AN ORDINANCE AMENDING CODIFIED ORDINANCE §1235.04(G) "AUTO WASH"

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

Ordinance# 71-2025

AN ORDINANCE AMENDING CODIFIED ORDINANCE §1245.54 "ISSUANCE OF CERTIFICATES OF APPROPRIATENESS"

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

A Vote is requested

e. Personnel

Ordinance# 72-2025

AN ORDINANCE ADDING PERRYSBURG CODIFIED ORDINANCE 266.15-1
AND AMENDING PERRYSBURG CODIFIED ORDINANCE §266.15-2

1st Reading, no vote required

Ordinance# 73-2025

AN ORDINANCE AMENDING CODIFIED ORDINANCE §266.01-3

1st Reading, no vote required

Ordinance# 74-2025

AN ORDINANCE AMENDING CODIFIED ORDINANCE §266.03-4

1st Reading, no vote required

Ordinance# 75-2025

AN ORDINANCE AMENDING CODIFIED ORDINANCE §266.03-6

1st Reading, no vote required

Ordinance# 76-2025

AN ORDINANCE AMENDING CODIFIED ORDINANCE §266.04-2

1st Reading, no vote required

Ordinance# 77-2025

AN ORDINANCE AMENDING CODIFIED ORDINANCE §266.05-2

1st Reading, no vote required

Ordinance# 78-2025

AN ORDINANCE AMENDING CODIFIED ORDINANCE §266.09-1

1st Reading, no vote required

Ordinance# 79-2025

AN ORDINANCE AMENDING CODIFIED ORDINANCE §266.09-5

1st Reading, no vote required

Ordinance# 80-2025

AN ORDINANCE AMENDING CODIFIED ORDINANCES CHAPTER 232

1st Reading, no vote required

Ordinance# 81-2025

AN ORDINANCE REPEALING ORDINANCE §266.11-1

1st Reading, no vote required

f. Public Utilities

Ordinance# 82-2025

AN ORDINANCE AUTHORIZING AN ENCROACHMENT EASEMENT
AGREEMENT WITH LEVIS LODGING, LLC; AND DECLARING AN
EMERGENCY

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

Pass as an Emergency Measure

Ordinance# 83-2025

AN ORDINANCE AUTHORIZING RELEASE, VACATION, AND/OR TERMINATION OF CERTAIN PORTIONS OF THE EASEMENTS LOCATED ON PROPERTY OWNED BY NW ORLEANS PROPERTIES, LLC; AND DECLARING AN EMERGENCY

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

g. Service

Resolution# 40-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AN AGREEMENT WITH US UTILITY CONTRACTORS CO. INC., FOR ENGINEERING SERVICES AT A COST NOT TO EXCEED FIVE HUNDRED FIFTY-THREE THOUSAND ONE HUNDRED FOUR AND SEVENTY-ONE CENTS (\$553,104.71); AND DECLARING AN EMERGENCY

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

Resolution# 41-2025

A RESOLUTION AWARDED A BID AND AGREEMENT WITH M&M FOAMWORKS, LLC NOT TO EXCEED TWO HUNDRED THOUSAND DOLLARS (\$200,00.00) FOR THE 2025 SIDEWALK PROGRAM; AND DECLARING AN EMERGENCY

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

Resolution# 42-2025

A RESOLUTION AUTHORIZING THE AWARD OF THE BID AND AGREEMENT WITH GRIFFIN PAVEMENT STRIPING IN AN AMOUNT NOT TO EXCEED ONE HUNDRED TWENTY-EIGHT THOUSAND EIGHT HUNDRED NINETY-ONE DOLLARS AND THIRTEEN CENTS (\$128,891.13), FOR THE 2025 PAVEMENT MARKING PROJECT; AND DECLARING AN EMERGENCY

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

Resolution# 43-2025

A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION AS TO LOCAL PROJECT AUTHORITY ON RESURFACING STATE ROUTE 65 (PID 101291) AND DECLARING AN EMERGENCY

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

Resolution# 44-2025

A RESOLUTION ACCEPTING THE PROPOSAL AND AUTHORIZING AN AGREEMENT WITH DGL CONSULTING ENGINEERS, LLC IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SEVENTY-SIX THOUSAND SEVEN HUNDRED THIRTEEN DOLLARS AND ZERO CENTS (\$176,713.00) FOR DESIGN SERVICES FOR THREE (3) MULTI USE PATHS; AND DECLARING AN EMERGENCY

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

10. Other Business

- a. Executive Session - To consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance.

11. Adjournment

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Ord 70-2025

DATE: May 6, 2025



Subject Matter/Background

This Code Amendment seeks to add a distance restriction to Perrysburg, Ohio, Codified Ordinance §1235.04(g) that establishes “Auto Wash” under Special Approval Uses through the City of Perrysburg’s Codified Ordinances (“Code”). The current Code language has not established a distance restriction. The end purpose of this proposed Amendment would be to create one-half (½) mile radius to any existing Auto Wash.

From Planning and Zoning:

Creating a minimum distance between both standalone and accessory uses can support a city’s economic development goals by ensuring valuable commercial land is used efficiently. Auto washes typically generate low employment and tax revenue, offer minimal aesthetic or pedestrian value, and often lead to market oversaturation, resulting in frequent turnover or vacancy. When overbuilt, they can discourage higher-value developments that create jobs, attract visitors, and contribute to the corridor overlay district. Limiting the distances between auto washes can help preserve land for uses that better align with long-term planning goals and the community vision.

Auto washes can also cause environmental problems. The water used to clean cars can carry metal shavings from brake dust and rotors, and vehicle fluids (engine oil, anti-freeze, transmission fluid) into storm drains. Even with filtration systems, accessory and stand-alone car washes may lack adequate infrastructure to fully treat runoff. Additionally, many car washes utilize underground piping and water reclamation tanks which, along with the additional cost of removal when repurposing the property, could cause soil and ground water pollution issues if leaks occur.

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 to suspend the rules, waive the second and third readings and vote on this Ordinance is recommended.

ORDINANCE 70-2025

AN ORDINANCE AMENDING CODIFIED ORDINANCE §1235.04(g) “AUTO WASH”

WHEREAS, City of Perrysburg, Ohio, Codified Ordinance §1235.04(g) establishes “Auto Wash” under Special Approval Uses through the City of Perrysburg’s Codified Ordinances (“Code”); and,

WHEREAS, this Ordinance is being updated to add a distance restriction in to the Code; and,

WHEREAS, at their January 30, 2025 meeting, the Planning Commission recommended approval of the proposed Zoning Code amendment by a 6-0 vote; and,

WHEREAS, a Public Hearing was held on March 4, 2025 and, at their April 22, 2025 meeting, the Planning and Zoning Committee considered this legislation and requested the legislation be advanced 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(g) which currently reads as:

1235.04(g) Auto Wash.

- (1) All buildings shall have a front yard setback of not less than fifty (50) feet.
- (2) All washing facilities shall be within a completely enclosed building.
- (3) Vacuuming and drying areas may be located outside the building but shall not be in the required front yard and shall not be closer than twenty-five (25) feet to any residential district.
- (4) All cars required to wait for access to the facilities shall be provided space off the street right-of-way and parking shall be provided in accordance with Section [1250.03\(c\)](#).
- (5) Ingress and egress points shall be located at least sixty (60) feet from the intersection of any two (2) streets.
- (6) All off-street parking and waiting areas shall be hard surfaced and dust free.
- (7) All lighting shall be shielded and directed away from adjacent residential districts.
- (8) A six (6) foot high solid wall such as brick, decorative block or decorative poured concrete shall be provided where abutting a residential district. The height of the wall shall be measured from the surface of the ground of the abutting residential district.

is hereby amended and revised to read:

1235.04(g) Auto Wash.

- (1) All buildings shall have a front yard setback of not less than fifty (50) feet.
- (2) All washing facilities shall be within a completely enclosed building.
- (3) Vacuuming and drying areas may be located outside the building but shall not be in the required front yard and shall not be closer than twenty-five (25) feet to any residential district.
- (4) All cars required to wait for access to the facilities shall be provided space off the street right-of-way and parking shall be provided in accordance with Section [1250.03\(c\)](#).
- (5) Ingress and egress points shall be located at least sixty (60) feet from the intersection of any two (2) streets.
- (6) All off-street parking and waiting areas shall be hard surfaced and dust free.
- (7) All lighting shall be shielded and directed away from adjacent residential districts.
- (8) A six (6) foot high solid wall such as brick, decorative block or decorative poured concrete shall be provided where abutting a residential district. The height of the wall shall be measured from the surface of the ground of the abutting residential district.
- (9) Location of auto wash shall not be within one-half (½) mile of an existing auto wash use.

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

Code Amendment

Ch. 1235.04(g)
Auto Wash

Code Amendment – Auto Wash

Chapter 1235.04(g)

APPLICANT/OWNER/DEVELOPER

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

REQUEST

Chapter 1285 – Changes and Amendments
Chapter 1235.04(g) – Auto Wash

DESCRIPTION

The proposed Code Amendment to Chapter 1235.04(g) would add a distance requirement between auto wash facilities.

ANALYSIS

Existing Code Language

(g) Auto Wash:

- (1) All buildings shall have a front yard setback of not less than fifty (50) feet.
- (2) All washing facilities shall be within a completely enclosed building.
- (3) Any Vacuuming and drying areas may be located outside the building but shall not be in the required front yard and shall not be closer than twenty-five (25) feet to any residential district.
- (4) The All cars required to wait for access to the facilities shall be provided space off the street right-of-way and parking shall be provided in accordance with Section 1250.03(c).
- (5) Ingress and egress points shall be located at least sixty (60) feet from the intersection of any two (2) streets.
- (6) All off-street parking and waiting areas shall be hard surfaced and dust free.

(7) All lighting shall be shielded and directed away from adjacent residential districts.

(8) A six (6) foot high solid wall such as brick, decorative block or decorative poured concrete shall be provided where abutting a residential district. The height of the wall shall be measured from the surface of the ground of the abutting residential district.

Proposed Code Language

(g) Auto Wash:

(1) All buildings shall have a front yard setback of not less than fifty (50) feet.

(2) All washing facilities shall be within a completely enclosed building.

(3) Any Vacuuming and drying areas may be located outside the building but shall not be in the required front yard and shall not be closer than twenty-five (25) feet to any residential district.

(4) The All cars required to wait for access to the facilities shall be provided space off the street right-of-way and parking shall be provided in accordance with Section 1250.03(c).

(5) Ingress and egress points shall be located at least sixty (60) feet from the intersection of any two (2) streets.

(6) All off-street parking and waiting areas shall be hard surfaced and dust free.

(7) All lighting shall be shielded and directed away from adjacent residential districts.

(8) A six (6) foot high solid wall such as brick, decorative block or decorative poured concrete shall be provided where abutting a residential district. The height of the wall shall be measured from the surface of the ground of the abutting residential district.

(9) Location of auto wash must not be within ½ mile of existing auto wash use.

RECOMMENDATION

At their January 30, 2025 meeting, the Planning Commission, made a motion to recommend approval of the proposed Code Amendment to Chapter 1235.04(g) – Special Approval Uses (Auto Wash), and that a Public Hearing be set for March 4, 2025, at 6:20 p.m. Seconded by Mr. Vela, and the recommendation was unanimously approved (6-0).

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Ord 71-2025

DATE: May 6, 2025



Subject Matter/Background

Ordinance 71-2025 is being updated to add an exterior color standard for Historic District properties into the Code.

Financial Review

There is no financial impact to this legislation.

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

If City Council is in agreement, a motion to suspend the rules, waive the three readings and vote on this legislation is requested.

ORDINANCE 71-2025

AN ORDINANCE AMENDING CODIFIED ORDINANCE §1245.54 “ISSUANCE OF CERTIFICATES OF APPROPRIATENESS”

WHEREAS, City of Perrysburg, Ohio, Codified Ordinance §1245.54 establishes “Issuance of Certificates of Appropriateness” under Special Districts through the City of Perrysburg’s Codified Ordinances (“Code”); and,

WHEREAS, this Ordinance is being updated to add an exterior color standard for Historic District properties into the Code; and,

WHEREAS, at their January 30, 2025 meeting, the Planning Commission recommended approval of the proposed Zoning Code amendment by a 6-0 vote; and,

WHEREAS, a Public Hearing was held on March 4, 2025 and, at their April 22, 2025 meeting, the Planning and Zoning Committee considered this legislation and requested the legislation be advanced to City Council.

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

SECTION 1. Codified Ordinance §1245.54 which currently reads as:

1245.54 ISSUANCE OF CERTIFICATES OF APPROPRIATENESS.

- (a) Before any exterior change in design, texture or material, or to exterior features, including construction, reconstruction, alteration and demolition of any Listed Property or of a property located within a Historic District, can be undertaken, an applicant shall first apply for and secure a Certificate of Appropriateness from the Historic Landmarks Commission. The application for such Certificate shall be submitted to the Chair of the Commission, together with such plans, specifications and other material as the Commission may from time to time prescribe.
- (b) The Commission shall review the application for a Certificate of Appropriateness at its next regularly scheduled meeting, provided the application is filed at least two (2) weeks prior to such meeting. If the Commission determines that there will be no change in exterior design, texture, material or exterior architectural features, it shall cause the Chair to endorse a Certificate of Appropriateness and return the plans and specifications to the applicant.
- (c) If the Commission finds that there will be a change in exterior design, texture or material, or to the exterior architectural features, the Commission shall determine whether the proposed construction, reconstruction, alteration or demolition is appropriate or whether it has an

adverse effect upon the purposes of this Chapter, the Historic District or the Listed Property. In making such determination, the Commission shall refer to the Secretary of the Interior's "Standards for Rehabilitation," and to any other written design guidelines adopted by the Commission. In the case of archeological properties, the Commission shall refer to the Advisory Council on Historic Preservation's "Treatment or Archeological Properties: A Handbook". Cost estimates shall be presented by the applicant, and these costs shall be considered by the Commission in making a decision. It is the Commission's responsibility to take into consideration the feasibility of the alternatives or choices in each situation. The Commission's consideration of cost estimates shall include situations when the restoration of original features of the building is one (1) of the alternatives or choices.

- (d) If the proposed construction, reconstruction, alteration or demolition is determined to have no adverse effect on the Historic District or Listed Property, and does not violate the spirit and purpose of these preservation regulations, then the Commission Secretary shall issue the Certificate of Appropriateness.
- (e) If the Commission finds that such proposed construction, reconstruction, alteration, demolition or change in design, texture, material or exterior architectural feature will have an adverse effect on the Historic District or Listed Property, and does violate the spirit and purpose of these preservation regulations, then the Commission shall deny issuance of the Certificate of Appropriateness.
- (f) If the Commission determines that a Certificate of Appropriateness should not be issued, it shall forthwith state in its records reasons for such determination and may include recommendations regarding the proposed construction, reconstruction, alteration, demolition, or change in design, texture, material or exterior architectural feature. The Secretary of the Commission shall notify the applicant of such determination and transmit to him or her a certified copy of the reasons for denial and recommendations, if any, of the Commission.
- (g) Certificate of Appropriateness: A Certificate of Appropriateness shall then be in effect for one (1) year from the date of issuance. If the approved improvements have not been started within one (1) year, the Certificate of Appropriateness shall expire. If the improvements have been started within one (1) year from the date of issuance of a Certificate of Appropriateness, the Certificate shall be in effect for a total of two (2) years from the date of issuance. All such improvements must be completed prior to the expiration of the new Certificate of Appropriateness. If the Certificate of Appropriateness expires, a new Certificate of Appropriateness shall be required for these improvements as prescribed in Section 1245.54.

(Ord. 25-2006. Passed 3-7-06.)

is hereby amended and revised to read:

1245.54 ISSUANCE OF CERTIFICATES OF APPROPRIATENESS.

- (a) Before any exterior change in **color**, design, texture or material, or to exterior features, including construction, reconstruction, alteration and demolition of any Listed Property or of a property located within a Historic District, can be undertaken, an applicant shall first apply for and secure a Certificate of Appropriateness from the Historic Landmarks Commission. The application for such Certificate shall be submitted to the Chair of the Commission, together with such plans, specifications and other material as the Commission may from time to time prescribe.
- (b) The Commission shall review the application for a Certificate of Appropriateness at its next regularly scheduled meeting, provided the application is filed at least two (2) weeks prior to such meeting. If the Commission determines that there will be no change in exterior **color**, design, texture, material or exterior architectural features, it shall cause the Chair to endorse a Certificate of Appropriateness and return the plans and specifications to the applicant.
- (c) If the Commission finds that there will be a change in exterior **color**, design, texture or material, or to the exterior architectural features, the Commission shall determine whether the proposed construction, reconstruction, alteration or demolition is appropriate or whether it has an adverse effect upon the purposes of this Chapter, the Historic District or the Listed Property. In making such determination, the Commission shall refer to the Secretary of the Interior's "Standards for Rehabilitation," and to any other written design guidelines adopted by the Commission. In the case of archeological properties, the Commission shall refer to the Advisory Council on Historic Preservation's "Treatment or Archeological Properties: A Handbook". Cost estimates shall be presented by the applicant, and these costs shall be considered by the Commission in making a decision. It is the Commission's responsibility to take into consideration the feasibility of the alternatives or choices in each situation. The Commission's consideration of cost estimates shall include situations when the restoration of original features of the building is one (1) of the alternatives or choices.
- (d) If the proposed construction, reconstruction, alteration or demolition is determined to have no adverse effect on the Historic District or Listed Property, and does not violate the spirit and purpose of these preservation regulations, then the Commission Secretary shall issue the Certificate of Appropriateness.
- (e) If the Commission finds that such proposed construction, reconstruction, alteration, demolition or change in **color**, design, texture, material or exterior architectural feature will have an adverse effect on the Historic

District or Listed Property, and does violate the spirit and purpose of these preservation regulations, then the Commission shall deny issuance of the Certificate of Appropriateness.

- (f) If the Commission determines that a Certificate of Appropriateness should not be issued, it shall forthwith state in its records reasons for such determination and may include recommendations regarding the proposed construction, reconstruction, alteration, demolition, or change in color, design, texture, material or exterior architectural feature. The Secretary of the Commission shall notify the applicant of such determination and transmit to him or her a certified copy of the reasons for denial and recommendations, if any, of the Commission.
- (g) Certificate of Appropriateness: A Certificate of Appropriateness shall then be in effect for one (1) year from the date of issuance. If the approved improvements have not been started within one (1) year, the Certificate of Appropriateness shall expire. If the improvements have been started within one (1) year from the date of issuance of a Certificate of Appropriateness, the Certificate shall be in effect for a total of two (2) years from the date of issuance. All such improvements must be completed prior to the expiration of the new Certificate of Appropriateness. If the Certificate of Appropriateness expires, a new Certificate of Appropriateness shall be required for these improvements as prescribed in Section 1245.54.

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

Code Amendment

Ch. 1245.54

Issuance of Certificates
of Appropriateness

1245.54 ISSUANCE OF CERTIFICATES OF APPROPRIATENESS.

(a) Before any exterior change in **color**, design, texture or material, or to exterior features, including construction, reconstruction, alteration and demolition of any Listed Property or of a property located within a Historic District, can be undertaken, an applicant shall first apply for and secure a Certificate of Appropriateness from the Historic Landmarks Commission. The application for such Certificate shall be submitted to the Chair of the Commission, together with such plans, specifications and other material as the Commission may from time to time prescribe.

(b) The Commission shall review the application for a Certificate of Appropriateness at its next regularly scheduled meeting, provided the application is filed at least two (2) weeks prior to such meeting. If the Commission determines that there will be no change in exterior **color**, design, texture, material or exterior architectural features, it shall cause the Chair to endorse a Certificate of Appropriateness and return the plans and specifications to the applicant.

(c) If the Commission finds that there will be a change in exterior **color**, design, texture or material, or to the exterior architectural features, the Commission shall determine whether the proposed construction, reconstruction, alteration or demolition is appropriate or whether it has an adverse effect upon the purposes of this Chapter, the Historic District or the Listed Property. In making such determination, the Commission shall refer to the Secretary of the Interior's "Standards for Rehabilitation," and to any other written design guidelines adopted by the Commission. In the case of archeological properties, the Commission shall refer to the Advisory Council on Historic Preservation's "Treatment of Archeological Properties: A Handbook". Cost estimates shall be presented by the applicant, and these costs shall be considered by the Commission in making a decision. It is the Commission's responsibility to take into consideration the feasibility of the alternatives or choices in each situation. The Commission's consideration of cost estimates shall include situations when the restoration of original features of the building is one (1) of the alternatives or choices.

(d) If the proposed construction, reconstruction, alteration or demolition is determined to have no adverse effect on the Historic District or Listed Property, and does not violate the spirit and purpose of these preservation regulations, then the Commission Secretary shall issue the Certificate of Appropriateness.

(e) If the Commission finds that such proposed construction, reconstruction, alteration, demolition or change in **color**, design, texture, material or exterior architectural feature will have an adverse effect on the Historic District or Listed Property, and does violate the spirit and purpose of these preservation regulations, then the Commission shall deny issuance of the Certificate of Appropriateness.

(f) If the Commission determines that a Certificate of Appropriateness should not be issued, it shall forthwith state in its records reasons for such determination and may include recommendations regarding the proposed construction, reconstruction, alteration, demolition, or change in **color**, design, texture, material or exterior architectural feature. The Secretary of the Commission shall notify the applicant of such determination and transmit to him or her a certified copy of the reasons for denial and recommendations, if any, of the Commission.

(g) Certificate of Appropriateness: A Certificate of Appropriateness shall then be in effect for one (1) year from the date of issuance. If the approved improvements have not been started within one (1) year, the Certificate of Appropriateness shall expire. If the improvements have been started within one (1) year from the date of issuance of a Certificate of Appropriateness, the Certificate shall be in effect for a total of two (2) years from the date of issuance. All such improvements must be completed prior to the expiration of the new Certificate of Appropriateness. If the Certificate of Appropriateness expires, a new Certificate of Appropriateness shall be required for these improvements as prescribed in Section [1245.54](#).

RECOMMENDATION

At their January 30, 2025 meeting, the Planning Commission, made a motion to recommend approval of the proposed Code Amendment to Chapter 1245.54 – Issuance of Certificates of Appropriateness, and that a Public Hearing be set for March 4, 2025, at 6:15 p.m. Seconded by Mr. Vela, and the recommendation was unanimously approved (6-0).

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Ord 72-2025 through Ord 81-2025

DATE: May 6, 2025



Subject Matter/Background

The City of Perrysburg utilized Archer Company, which specializes in wage and compensation plan creation and maintenance for public entities, to develop a new compensation plan benchmarking against like organizations/communities and establishing internal equity.

The proposed legislation is necessary for the adoption of the new compensation plan and to update certain portions of the Code in conjunction with the compensation plan. The changes will revise outdated terms, job titles, and references within the Code.

In addition to the amendments, these updates will also repeal Codified Ordinance §266.11-1, “Classifications and Rates of Pay.”

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

First Reading – May 6, 2025

Second Reading – May 20, 2025

Third Reading and Vote – June 3, 2025

ORDINANCE 72-2025

AN ORDINANCE ADDING PERRYSBURG CODIFIED ORDINANCE 266.15-1 AND AMENDING PERRYSBURG CODIFIED ORDINANCE §266.15-2

WHEREAS, Perrysburg Codified Ordinance §266.15-1 was repealed by Ordinance 39-2021, on September 7, 2021; and,

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

WHEREAS, the City of Perrysburg utilized Archer Company, which specializes in wage and compensation plan creation and maintenance for public entities, to develop a new compensation plan benchmarking against like organizations/communities and establishing internal equity; and,

WHEREAS, Archer provided the City with a compensation plan outlining the pay grades and wages that should be associated with each pay grade, which was utilized to develop the Placement Wage Table, attached hereto and incorporated herein as Exhibit A; and,

WHEREAS, Exhibit A, presents each of the eighteen pay grades (Pay Grades 4-20, 22) and the positions included in each pay grade. Each pay grade consists of Steps A through K, with Step A being the minimum compensation for each pay grade, Step K being the maximum compensation for each pay grade and Step F being the hiring maximum for each pay grade. If the budget allows, employees in steps A-E will progress to the next step on an annual basis and employees in steps F-K will progress to the next step every three years; and,

WHEREAS, as there is not a current step program utilized in the City, for the initial step placement of current employees in their respective pay grades, each employee was placed into the step on Exhibit A that most closely aligned with the employee's current base wage, without reducing the employee's current base wage. For salary employees, the current base wage was calculated by dividing their current annual wage by 2080 hours. If the budget allows, step increases will begin in 2026 for employees in steps A-E on the first full pay of the employee's anniversary month and step increases associated with steps F-J will occur on the first full pay of the employee's anniversary month in 2028; and,

WHEREAS, to ensure that employees are fairly compensated and to allow the City to attract and retain qualified individuals, the wage table shall be reviewed annually and shall be adjusted to reflect any Council approved across-the-board wage increases; and,

WHEREAS, in developing the City's 2025 budget, the Council budgeted for a four percent (4%) across-the-board wage increases for all full-time non-bargaining unit employees; and,

WHEREAS, the wage table included in the amended Ordinance (Exhibit B) reflects the four percent (4%) across-the-board wage increase budgeted for by Council in 2025; and,

WHEREAS, the Personnel Committee considered this legislation at its meeting on April 22, 2025 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. For implementation of the Archer compensation plan, current employees shall be placed into the step on Exhibit A that most closely aligns with the employee's current base wage, without reducing the employee's current base wage. The step that each employee is placed into shall be used for the placement of the employee on the 2025 Wage Table, as set forth in the amended §266.15-2.

SECTION 2. The budgeted for four percent (4%) across-the-board wage increase for all full-time non-bargaining unit employees is hereby approved and shall be incorporated into the 2025 Wage Table, as set forth in the amended §266.15-2.

SECTION 3. Codified Ordinances §266.15-1 and §266.15-2 which currently reads as:

266.15-1 HOURLY WAGE MATRIX. (REPEALED)

(EDITOR'S NOTE: Former Section 266.15-1 was repealed by Ordinance 39-2021, passed September 7, 2021.)

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

Broad Band	Title
Band A	City Administrator
Minimum Salary \$104,000	
Maximum Salary \$166,400	
Band B	Assistant City Administrator

Minimum Salary \$83,200	City Engineer
Maximum Salary \$145,600	Director of Finance
	Director of Law
	Director of Public Safety
	Director of Public Service
	Director of Public Utilities
	Fire Chief
	Municipal Court Prosecutor
	Planning and Zoning Administrator
	Police Chief
Band C	Deputy Administrator of Planning and Zoning
Minimum Salary \$72,800	Deputy Director of Finance
Maximum Salary \$124,800	Deputy Director of Public Service
	Deputy Director of Public Utilities
	Deputy Fire Chief
	Deputy Police Chief
	GIS Administrator
	IT Administrator
	Human Resources Manager
	Income Tax Commissioner
	IT Manager
	Natural Resources Manager
	Police Lieutenant
	Police Support Services Manager (Dispatch, Records)
	WWTP (Wastewater Treatment Program) Manager
Band D	Advanced Certified Paralegal
Minimum Salary \$52,000	Assistant Prosecutor
Maximum Salary \$104,000	OSH Coordinator
	Police Support Services Supervisor
	Staff Engineer
	Superintendent of Field Operations
	Tax Administrator
	Urban Forester
	Utilities Supervisor

	WWTP Assistant Manager
Band E	Administrative Assistant
Minimum Salary \$46,800	CAD Technician-Construction Inspector
Maximum Salary \$78,000	Construction Inspector
	Engineering Technician
	Executive Assistant
	GIS/Software Technician
	Hardware/Operations Technician
	HR Coordinator
	Legal Assistant
	Legal Assistant/Clerk of Council
	Public Information Officer
	Stormwater Program Technician
	Victim's Advocate/Administrative Assistant
	Zoning Inspector

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

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

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

is hereby added to, amended, and adopted to read as shown in Exhibit B, attached hereto and incorporated herein.

SECTION 4. If the budget allows, step increases will begin in 2026 for employees in steps A-E on the first full pay of the employee's anniversary month and step increases associated with steps F-J will occur on the first full pay of the employee's anniversary month in 2028

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

SECTION 6. This Ordinance shall be in full force and effect at the earliest time permitted by law.

President of Council

Mayor

PASSED _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR

Exhibit A

Placement Wage Table			MIN					Hiring Max					MAX
PAY GRADE	TITLE	Years between steps FLSA	1 A	1 B	1 C	1 D	1 E	3 F	3 G	3 H	3 I	3 J	K
Grade 4	Administrative Assistant/Victim Advocate Fire Administrative Assistant	N N	\$24.44	\$25.42	\$26.40	\$27.38	\$28.36	\$29.33	\$30.31	\$31.29	\$32.27	\$33.25	\$34.22
Grade 5	Executive Assistant Legal Assistant Zoning Inspector	N N N	\$26.19	\$27.24	\$28.28	\$29.33	\$30.38	\$31.43	\$32.47	\$33.52	\$34.57	\$35.62	\$36.66
Grade 6	Construction Inspector GIS Technician IT Technician	N N N	\$27.93	\$29.05	\$30.17	\$31.28	\$32.40	\$33.52	\$34.63	\$35.75	\$36.87	\$37.99	\$39.10
Grade 7	Advanced Certified Paralegal CAD Technician/Construction Inspector Human Resources Coordinator Legal Assistant/Clerk of Council Stormwater Program Technician Support Services Supervisor Urban Forester Utilities Supervisor	N N N N N E E N	\$29.67	\$30.86	\$32.05	\$33.24	\$34.42	\$35.61	\$36.80	\$37.98	\$39.17	\$40.36	\$41.54
Grade 8	Public Information Officer	E	\$31.42	\$32.67	\$33.93	\$35.19	\$36.44	\$37.70	\$38.96	\$40.21	\$41.47	\$42.73	\$43.98
Grade 9	Superintendent Field Operations/DPS	E	\$33.16	\$34.49	\$35.81	\$37.14	\$38.47	\$39.79	\$41.12	\$42.45	\$43.77	\$45.10	\$46.42
Grade 10	Deputy Administrator Planning & Zoning OSH Coordinator	E E	\$34.90	\$36.30	\$37.70	\$39.09	\$40.49	\$41.88	\$43.28	\$44.68	\$46.07	\$47.47	\$48.86
Grade 11	Natural Resources Manager Staff Engineer Superintendent Field Operations/DPU	E E E	\$36.65	\$38.11	\$39.58	\$41.04	\$42.51	\$43.98	\$45.44	\$46.91	\$48.37	\$49.84	\$51.30
Grade 12	Assistant Manager WWTP Support Services Manager	E E	\$38.39	\$39.93	\$41.46	\$43.00	\$44.53	\$46.07	\$47.60	\$49.14	\$50.67	\$52.21	\$53.75
Grade 13	Deputy Director of Public Service	E	\$40.13	\$41.74	\$43.34	\$44.95	\$46.55	\$48.16	\$49.76	\$51.37	\$52.97	\$54.58	\$56.19
Grade 14	Assistant Prosecutor GIS Administrator IT Administrator	E E E	\$41.88	\$43.55	\$45.23	\$46.90	\$48.58	\$50.25	\$51.93	\$53.60	\$55.28	\$56.95	\$58.63
Grade 15	Income Tax Commissioner Lieutenant - Police	E E	\$43.62	\$45.36	\$47.11	\$48.85	\$50.60	\$52.34	\$54.09	\$55.83	\$57.58	\$59.32	\$61.07
Grade 16	Deputy Chief of Police Deputy Director of Finance Deputy Fire Chief Human Resources Manager Municipal Court Prosecutor WWTP Manager	E E E E E E	\$50.44	\$51.44	\$52.45	\$53.46	\$54.47	\$55.48	\$57.50	\$59.51	\$61.53	\$63.55	\$65.57
Grade 17	Deputy Director Public Utilities	E	\$54.24	\$55.32	\$56.41	\$57.49	\$58.58	\$59.66	\$61.83	\$64.00	\$66.17	\$68.34	\$70.51
Grade 18	City Engineer Director of Public Service Fire Chief IT Manager Planning and Zoning Administrator Police Chief	E E E E E E	\$58.04	\$59.20	\$60.36	\$61.53	\$62.69	\$63.85	\$66.17	\$68.49	\$70.81	\$73.13	\$75.45
Grade 19	Director of Finance/Clerk of Council Director of Public Utilities Law Director	E E E	\$61.85	\$63.08	\$64.32	\$65.56	\$66.79	\$68.03	\$70.50	\$72.98	\$75.45	\$77.93	\$80.40
Grade 20	Deputy City Administrator Director of Public Safety	E E	\$65.65	\$66.96	\$68.27	\$69.59	\$70.90	\$72.21	\$74.84	\$77.46	\$80.09	\$82.72	\$85.34
Grade 22	City Administrator	E	\$73.25	\$74.72	\$76.18	\$77.65	\$79.11	\$80.58	\$83.51	\$86.44	\$89.37	\$92.30	\$95.23

Exhibit B

NEW Code Language

266.15-1 PAY GRADES ESTABLISHED FOR FULL-TIME NON-BARGAINING UNIT STAFF

- A. Effective July 7, 2025, Pay Grades are established as follows (Base Wage/Steps are outlined in Section 266.15-2):

PAY GRADE	TITLE	FLSA
Grade 4	Administrative Assistant/Victim Advocate	N
	Fire Administrative Assistant	N
Grade 5	Executive Assistant	N
	Legal Assistant	N
	Zoning Inspector	N
Grade 6	Construction Inspector	N
	GIS Technician	N
	IT Technician	N
Grade 7	Advanced Certified Paralegal	N
	CAD Technician/Construction Inspector	N
	Human Resources Coordinator	N
	Legal Assistant/Clerk of Council	N
	Stormwater Program Technician	N
	Support Services Supervisor	E
	Urban Forester	E
	Utilities Supervisor	N
Grade 8	Public Information Officer	E
Grade 9	Superintendent Field Operations/DPS	E
Grade 10	Deputy Administrator Planning & Zoning	E
	OSH Coordinator	E
Grade 11	Natural Resources Manager	E
	Staff Engineer	E
	Superintendent Field Operations/DPU	E
Grade 12	Assistant Manager WWTP	E
	Support Services Manager	E
Grade 13	Deputy Director of Public Service	E
Grade 14	Assistant Prosecutor	E
	GIS Administrator	E
	IT Administrator	E
Grade 15	Income Tax Commissioner	E
	Lieutenant - Police	E
Grade 16	Deputy Chief of Police	E
	Deputy Director of Finance	E
	Deputy Fire Chief	E
	Human Resources Manager	E

	Municipal Court Prosecutor	E
	WWTP Manager	E
Grade 17	Deputy Director Public Utilities	E
Grade 18	City Engineer	E
	Director of Public Service	E
	Fire Chief	E
	IT Manager	E
	Planning and Zoning Administrator	E
	Police Chief	E
Grade 19	Director of Finance/Clerk of Council	E
	Director of Public Utilities	E
	Law Director	E
Grade 20	Deputy City Administrator	E
	Director of Public Safety	E
Grade 22	City Administrator	E

- B. Pay grades 4 through 7 include hourly, “non-exempt” (“N”) job classifications. These classifications are eligible to earn overtime either through federal overtime statutes or city practice and/or policy.
- C. Pay grades 7 through 22 include “exempt” (“E”) salaried job classifications unless otherwise noted in the job description or appointment letter. Exempt job classifications, when paid on a salaried basis, are exempt from federal overtime requirements. These personnel are paid on a bi-weekly basis, which is based on two weeks at their regular weekly salary. They are compensated on a salaried basis in accordance with federal law. Payments of less than a full weekly salary to an exempt employee shall be in accordance with federal law.
- D. Pay grades are vertical numerical readings along the schedules above. These numbers are keyed to job classifications. Changes in classifications represent changes in job titles and responsibilities at levels appropriate to an individual's education, training, and experience.

Exhibit B

266.15-2 WAGE TABLE: PAY GRADES, BASE WAGES, AND STEPS FOR FULL-TIME NON-BARGAINING UNIT STAFF

A. Effective July 7, 2025, the Wage Table is established as follows (Pay Grades/Job Classifications are outlined in Section 266.15-1):

2025	MIN					Hiring Max					MAX
Years between steps	1	1	1	1	1	3	3	3	3	3	
PAY GRADE	A	B	C	D	E	F	G	H	I	J	K
Grade 4	\$25.42	\$26.44	\$27.46	\$28.47	\$29.49	\$30.51	\$31.52	\$32.54	\$33.56	\$34.58	\$35.59
Grade 5	\$27.24	\$28.33	\$29.41	\$30.50	\$31.59	\$32.68	\$33.77	\$34.86	\$35.95	\$37.04	\$38.13
Grade 6	\$29.05	\$30.21	\$31.37	\$32.53	\$33.70	\$34.86	\$36.02	\$37.18	\$38.34	\$39.51	\$40.67
Grade 7	\$30.86	\$32.10	\$33.33	\$34.56	\$35.80	\$37.03	\$38.27	\$39.50	\$40.74	\$41.97	\$43.21
Grade 8	\$32.67	\$33.98	\$35.29	\$36.60	\$37.90	\$39.21	\$40.52	\$41.82	\$43.13	\$44.44	\$45.74
Grade 9	\$34.49	\$35.87	\$37.25	\$38.63	\$40.00	\$41.38	\$42.76	\$44.14	\$45.52	\$46.90	\$48.28
Grade 10	\$36.30	\$37.75	\$39.20	\$40.66	\$42.11	\$43.56	\$45.01	\$46.46	\$47.92	\$49.37	\$50.82
Grade 11	\$38.11	\$39.64	\$41.16	\$42.69	\$44.21	\$45.73	\$47.26	\$48.78	\$50.31	\$51.83	\$53.36
Grade 12	\$39.93	\$41.52	\$43.12	\$44.72	\$46.31	\$47.91	\$49.51	\$51.10	\$52.70	\$54.30	\$55.90
Grade 13	\$41.74	\$43.41	\$45.08	\$46.75	\$48.42	\$50.09	\$51.75	\$53.42	\$55.09	\$56.76	\$58.43
Grade 14	\$43.55	\$45.29	\$47.03	\$48.78	\$50.52	\$52.26	\$54.00	\$55.74	\$57.49	\$59.23	\$60.97
Grade 15	\$45.36	\$47.18	\$48.99	\$50.81	\$52.62	\$54.44	\$56.25	\$58.06	\$59.88	\$61.69	\$63.51
Grade 16	\$52.45	\$53.50	\$54.55	\$55.60	\$56.65	\$57.70	\$59.80	\$61.90	\$63.99	\$66.09	\$68.19
Grade 17	\$56.41	\$57.54	\$58.66	\$59.79	\$60.92	\$62.05	\$64.31	\$66.56	\$68.82	\$71.08	\$73.33
Grade 18	\$60.36	\$61.57	\$62.78	\$63.99	\$65.19	\$66.40	\$68.81	\$71.23	\$73.64	\$76.06	\$78.47
Grade 19	\$64.32	\$65.61	\$66.89	\$68.18	\$69.46	\$70.75	\$73.32	\$75.90	\$78.47	\$81.04	\$83.61
Grade 20	\$68.27	\$69.64	\$71.00	\$72.37	\$73.74	\$75.10	\$77.83	\$80.56	\$83.29	\$86.03	\$88.76
Grade 22	\$76.18	\$77.71	\$79.23	\$80.75	\$82.28	\$83.80	\$86.85	\$89.90	\$92.95	\$95.99	\$99.04

B. As used in this section, the term “base wage” refers to the base hourly rates before any extra pay, such as longevity or other fringe benefit factors, is received.

- C. Each pay grade establishes base hourly rates for hourly personnel. Rates listed for salaried personnel are hourly rate equivalents. The hourly rates or hourly rate equivalents shall be used since the City's electronic payroll system bases the calculation of payroll on an hourly rate. Those personnel who are salaried or salaried/exempt are compensated properly as salaried personnel based on a weekly salary. All municipal employee classifications shall be paid on a bi-weekly basis. The annual salary will be based upon 2080 hours.
- D. Each pay grade consists of Steps A through K, with Step A being the minimum compensation for each pay grade and Step K being the maximum compensation for each pay grade. Step F is the hiring maximum for each pay grade.
- E. Any adjustments to the Wage Table, shall be approved by a majority of the members of Council and shall be reflected in the Codified Ordinances.
- F. Unless it is determined, by a majority of Council, that the budget does not support step increases, employees in steps A-E will progress to the next step on an annual basis and employees in steps F-K will progress to the next step every three years. Step increases will take effect the first full pay period of the employee's anniversary month.
- G. Newly hired employees may be paid any base wage within the designated pay grade, commensurate with their skills and abilities; however, in no case shall the base wage assigned exceed the hiring maximum established for the designated pay grade, without approval by a majority of the members of Council.
- H. An employee who is reclassified into a higher pay grade as a result of a promotion shall be assigned into the new pay grade at a base wage commensurate with his/her skills and abilities. The base wage assigned shall not exceed the hiring maximum for that pay band, without approval by a majority of the members of Council. The date of promotion shall be the employee's new anniversary date for future step increases.
- I. Whenever an employee voluntarily applies for and accepts a position in a lower pay grade, the employee shall be placed in the same step at the lower pay grade. The date the employee starts the new position shall be the employee's new anniversary date for future step increases.
- J. Whenever an existing employee accepts a position within the same pay grade and level of responsibility, also known as a lateral move, the employee's placement in the pay grade shall not change and the employee's anniversary date shall not change for future step increases.
- K. If an employee is demoted to a position in a lower pay grade, due to an inability or unwillingness to perform assigned duties or for disciplinary reasons, the employee shall be placed in a step in the lower pay grade. However, in no case shall the employee be assigned a base wage that would exceed the hiring maximum established by Ordinance for that pay grade. The date the employee starts their new position shall be the employee's new anniversary date for future step increases.
- L. Acting/Temporary/Interim Employee Appointments/Assignments.
 - 1. Upon there being a vacancy of the City Administrator or any Department Head, Division Head, or Office Head, the Mayor shall have authority to appoint an Acting City Administrator, Department Head, Division Head, or Office Head, on a temporary, interim and acting basis until a permanent City Administrator, Department Head, Division Head, or Office Head is hired or appointed. Unless otherwise set forth within these Codified Ordinances, if the City Administrator,

Department Head, Division Head, or Office Head is a position that requires Council confirmation through the City's Charter or Codified Ordinances, the term of the Acting City Administrator, Department Head, Division Head, or Office Head appointment shall not exceed six (6) months without the approval or confirmation of a majority of the members of Council.

2. Whenever the Mayor or City Administrator determines that, due to any position not listed in 266.15-2(L)(1) being vacated, it is necessary to temporarily assign an employee to perform the duties of a position above that which the employee currently holds, such employee shall be temporarily reclassified to the higher job classification.
3. Unless otherwise set forth in these Codified Ordinances, in the event of an employee's extended absence, the Mayor or City Administrator may temporarily appoint or assign an interim employee to fill the position on a limited-term basis, if the appointment or assignment is determined necessary by the Mayor or City Administrator. If the extended absence is that of a City Administrator, Department Head, Division Head, or Office Head position that requires Council confirmation through the City's Charter or Codified Ordinances, the term of the interim City Administrator, Department Head, Division Head, or Office Head temporary appointment or assignment shall not exceed sixty (60) days without the approval or confirmation of a majority of the members of Council.
4. An employee that is appointed or assigned into an acting/temporary/interim position shall have all the rights and responsibilities traditionally included in the acting/temporary/interim position.
5. The compensation for an employee that is appointed or assigned into an acting/temporary/interim position shall be the employee's base wage plus a "temporary hourly differential". The "temporary hourly differential" shall be the greater of: (1) the difference between the employee's current base wage and the closest step of the acting/temporary/interim position's pay grade above the employee's current base wage or (2) five percent (5%) of the employee's current base wage. These amounts will be pro-rated based upon the employee's period of service in the position. If the employee is temporarily reclassified from an hourly, non-exempt position (eligible for overtime) to a salaried position, which is exempt from earning overtime, the reclassification shall result in the employee being exempt from overtime while so assigned to the exempt classification. Furthermore, the acting/temporary/interim employee shall continue to receive all other fringe benefits at the levels they received prior to the assignment or appointment to the acting/temporary/interim position. When the employee is returned to their regular position, they will be entitled to their base wage plus any wage increase that they would have normally been eligible to receive.
6. All acting/temporary/interim appointments/assignments are subject to the provisions of the City's Charter and Codified Ordinances.

ORDINANCE 73-2025

AN ORDINANCE AMENDING CODIFIED ORDINANCE §266.01-3

WHEREAS, the City of Perrysburg utilized Archer Company, which specializes in wage and compensation plan creation and maintenance for public entities, to develop a new compensation plan benchmarking against like organizations/communities and establishing internal equity; and,

WHEREAS, City of Perrysburg, Ohio, Codified Ordinance §266.01-3 is being updated in conjunction with the implementation of the new compensation system; and,

WHEREAS, the Personnel Committee considered this legislation at its meeting on April 22, 2025 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 §266.01-3 which currently reads as:

266.01-3 NOMENCLATURE.

When referred to collectively, individuals covered by the Personnel Policy may be referred to as staff members. Less than full -time staff members means those working thirty or more hours per week, but less than full-time.

For purposes of this Policy, employees/staff members are categorized as:

Pay Band A, Pay Band B, Pay Band C, Pay Band D, and Pay Band E as described in Codified Ordinance Section [266.15-2](#).

(Ord. 21-2022. Passed 4-5-22.)

is hereby amended and revised to read:

266.01-3 NOMENCLATURE.

When referred to collectively, individuals covered by the Personnel Policy may be referred to as staff members. Less than full-time staff members means those working thirty or more hours per week, but less than full-time.

For purposes of this Policy, employees/staff members **job classifications and pay grades are listed in** Codified Ordinance Section **266.15-1**.

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

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

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

President of Council

Mayor

PASSED _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR

ORDINANCE 74-2025

AN ORDINANCE AMENDING CODIFIED ORDINANCE §266.03-4

WHEREAS, the City of Perrysburg utilized Archer Company, which specializes in wage and compensation plan creation and maintenance for public entities, to develop a new compensation plan benchmarking against like organizations/communities and establishing internal equity; and,

WHEREAS, City of Perrysburg, Ohio, Codified Ordinance §266.03-4 is being updated in conjunction with the implementation of the new compensation system; and,

WHEREAS, the Personnel Committee considered this legislation at its meeting on April 22, 2025 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 §266.03-4 which currently reads as:

266.03-4 DISCIPLINE AND SEPARATION FROM EMPLOYMENT.

A. GENERALLY:

Violation of City rules governing the safety, health and/or conduct of staff members covered by this Personnel Policy shall be among the causes for separation from employment or other disciplinary action. Separation from employment or other disciplinary action may be subject to the Dispute Settlement Procedure under this Personnel Policy for staff members below the level of Executive or Senior Administrative Staff provided the staff member has completed his/her probation period.

B. MAJOR VIOLATION:

A violation of major City rules governing safety, conduct and/or health of staff members may be among the causes for involuntary separation from employment. Major violations by way of example and not by way of limitation, may be falsification of any documents required by the City; unauthorized disclosure of sensitive or confidential information such as tax returns; being under the influence of and/or the unauthorized possession, sale or purchase of alcohol or illicit drugs during working hours; physical violence; engaging in gross insubordination; conviction of a felony; embezzlement of public funds; theft, pilferage or unauthorized possession of property; engaging in conduct or encouraging others to engage in conduct in violation of this Personnel Policy, including but not limited to, the no strike provision; or any offense involving gross misconduct.

C. LESSER VIOLATIONS:

With respect to non-probationary staff members below the level of Executive or Senior Administrative Staff level, for violations of lesser City rules governing safety, conduct and/or health of staff members, progressive discipline will be used, consistent with the seriousness of the offense and the work record of the staff member.

D. NOTICE OF DISCIPLINARY ACTION:

Every counselling memo, suspension notice or separation from employment notice shall be in writing and shall contain at a minimum the date given, the name of the individual issuing it, the name of the staff member receiving the warning, the nature of the alleged violation and the date or dates upon which the alleged violation occurred. A non-probationary staff member shall receive a copy within five (5) days of the City's gaining knowledge of the infraction unless the nature of the infraction requires additional investigation time to be determined by the City. The investigation time shall be reasonable. A copy shall be retained by the City in the staff member's personnel file. Executive or Senior Administrative Staff Members will have a verbal discussion with Management in cases of discipline short of suspension of employment, although the file documentation will be similar to the formal method described above.

E. (EDITOR'S NOTE: Former subsection E. was repealed by Ordinance 13-2021, passed February 16, 2021.)

F. HEARING:

No staff member will be involuntarily separated from employment or suspended for more than three (3) days from employment with the City without first being given the opportunity for a hearing before the Mayor or the Mayor's designee. The burden shall be on the City in all involuntary separation cases, except those where the staff member is considered separated for overstaying a leave of absence or for being absent for three (3) consecutive work days without reporting such absence to the City or for failure to report or work within five (5) working days after receipt of a certified letter notifying the staff member of a recall to work following a layoff.

The City and the staff member shall have the right to support of their respective positions. All public records pertinent to the proceedings shall be made available unless disclosure is prohibited by law. The City shall issue its final determination to the affected staff member within seven (7) calendar days following the close of the hearing. If the employment separation or suspension is sustained as a result of the hearing, the staff member shall have three (3) work days following the date of the City's final determination in which to file a dispute at Step 4 of the dispute settlement procedure.

G. VOLUNTARY SEPARATION IN LIEU OF INVOLUNTARY SEPARATION:

A staff member may resign at any time prior to a final employment separation decision and his/her personnel file shall show a voluntary separation from employment. If a staff member resigns in accordance with this provision, the staff

member shall not thereafter file for unemployment compensation in a manner which will cause the City liability; and if the staff member does so, the City will have the right to contend before the OBES that the staff member was involuntarily separated from employment.

(Ord. 13-2021. Passed 2-16-21.)

is hereby amended and revised to read:

266.03-4 DISCIPLINE AND SEPARATION FROM EMPLOYMENT.

A. GENERALLY:

Violation of City rules governing the safety, health and/or conduct of staff members covered by this Personnel Policy shall be among the causes for separation from employment or other disciplinary action. Separation from employment or other disciplinary action may be subject to the Dispute Settlement Procedure under this Personnel Policy for staff members, **whose appointments do not require confirmation of City Council**, provided the staff member has completed his/her probation period.

B. MAJOR VIOLATION:

A violation of major City rules governing safety, conduct and/or health of staff members may be among the causes for involuntary separation from employment. Major violations by way of example and not by way of limitation, may be falsification of any documents required by the City; unauthorized disclosure of sensitive or confidential information such as tax returns; being under the influence of and/or the unauthorized possession, sale or purchase of alcohol or illicit drugs during working hours; physical violence; engaging in gross insubordination; conviction of a felony; embezzlement of public funds; theft, pilferage or unauthorized possession of property; engaging in conduct or encouraging others to engage in conduct in violation of this Personnel Policy, including but not limited to, the no strike provision; or any offense involving gross misconduct.

C. LESSER VIOLATIONS:

With respect to non-probationary staff members **below the level of Executive or Senior Administrative Staff level**, for violations of lesser City rules governing safety, conduct and/or health of staff members, progressive discipline will be used, consistent with the seriousness of the offense and the work record of the staff member.

D. NOTICE OF DISCIPLINARY ACTION:

Every counselling memo, suspension notice or separation from employment notice shall be in writing and shall contain at a minimum the date given, the name of the individual issuing it, the name of the staff member receiving the

warning, the nature of the alleged violation and the date or dates upon which the alleged violation occurred. A non-probationary staff member shall receive a copy within five (5) days of the City's gaining knowledge of the infraction unless the nature of the infraction requires additional investigation time to be determined by the City. The investigation time shall be reasonable. A copy shall be retained by the City in the staff member's personnel file. ~~Executive or Senior Administrative Staff Members will have a verbal discussion with Management in cases of discipline short of suspension of employment, although the file documentation will be similar to the formal method described above.~~

- E. (EDITOR'S NOTE: Former subsection E. was repealed by Ordinance 13-2021, passed February 16, 2021.)

F. HEARING:

No staff member will be involuntarily separated from employment or suspended for more than three (3) days from employment with the City without first being given the opportunity for a hearing before the Mayor or the Mayor's designee. The burden shall be on the City in all involuntary separation cases, except those where the staff member is considered separated for overstaying a leave of absence or for being absent for three (3) consecutive work days without reporting such absence to the City or for failure to report or work within five (5) working days after receipt of a certified letter notifying the staff member of a recall to work following a layoff.

The City and the staff member shall have the right to support ~~of~~ their respective positions. All public records pertinent to the proceedings shall be made available unless disclosure is prohibited by law. The City shall issue its final determination to the affected staff member within seven (7) calendar days following the close of the hearing. ~~If the employment separation or suspension is sustained as a result of the hearing, the staff member shall have three (3) work days following the date of the City's final determination in which to file a dispute at Step 4 of the dispute settlement procedure.~~

G. VOLUNTARY SEPARATION IN LIEU OF INVOLUNTARY SEPARATION:

A staff member may resign at any time prior to a final employment separation decision and his/her personnel file shall show a voluntary separation from employment. If a staff member resigns in accordance with this provision, the staff member shall not thereafter file for unemployment compensation in a manner which will cause the City liability; and if the staff member does so, the City will have the right to contend before the OBES that the staff member was involuntarily separated from employment.

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

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

President of Council

Mayor

PASSED _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR

ORDINANCE 75-2025

AN ORDINANCE AMENDING CODIFIED ORDINANCE §266.03-6

WHEREAS, the City of Perrysburg utilized Archer Company, which specializes in wage and compensation plan creation and maintenance for public entities, to develop a new compensation plan benchmarking against like organizations/communities and establishing internal equity; and,

WHEREAS, City of Perrysburg, Ohio, Codified Ordinance §266.03-6 is being updated in conjunction with the implementation of the new compensation system; and,

WHEREAS, the Personnel Committee considered this legislation at its meeting on April 22, 2025 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 §266.03-6 which currently reads as:

266.03-6 RIGHTS OF STAFF MEMBERS.

All employees below the Senior Administrative Staff level that are not included within a Collective Bargaining Agreement and who are subject to this Personnel Policy shall be entitled to the following rights as they relate to non-criminal charges against a staff member for violation of Division policies, rules, and regulations. A staff member being investigated for possible criminal charges shall be afforded the same constitutional rights as are required to be provided to any other citizen.

- A. In any disciplinary hearing arising out of an investigation under this section, the City and the staff member shall have the right to question the other party's witnesses. Complaints against a staff member for violation of division policy and procedure shall be reduced to writing and signed by the Complainant. A confidential complaint shall not be considered as an anonymous complaint, except in those instances in which the person making the complaint is unwilling to testify in any subsequent hearing.
- B. A staff member who is to be questioned as a suspect in any investigation of any criminal charge against the staff member shall be advised of their constitutional rights before any questioning starts. Any internal division questioning of the staff member named in the criminal complaint and any administrative charge against that staff member may be delayed until after the trial stage of the criminal case at the discretion of the Mayor and the City Administrator and shall be delayed until after the trial stage of the criminal case provided: (1) the staff member involved declines to participate in the administrative investigation and (2) the staff member removes himself/herself from duty without pay.

- C. Before a staff member may be charged with any violation of City rules and regulations for a refusal to answer questions or participate in an investigation, the staff member shall be advised that his/her refusal to answer questions or participate in such investigation may be made a basis for such a charge.
- D. Any employment related interrogation, questioning or interview shall be conducted at a reasonable hour, preferably while the staff member to be interrogated or interviewed is working. Such sessions shall be for reasonable periods of time and time shall be allowed for rest periods and other physical necessities. No more than two interrogators at a time will interrogate, question or interview the staff member. This section does not apply to any interrogations, questioning or interview conducted for the purpose of a criminal investigation.
- E. The staff member shall be informed of the nature of the investigation prior to any questioning.
- F. When an annoyance complaint is made against a staff member, the staff member shall be apprised of the circumstance.
- G. The City may divulge the fact that a particular staff member is under investigation, but there shall be no release of any additional information by the City or the staff member regarding the staff member under investigation until such investigation is completed and the staff member is either cleared or charged.
- H. When a staff member suspected of a violation of City Policies, rules or regulations is being interrogated, such interrogation shall be recorded at the request of the staff member or the City. The party requesting the recording shall be responsible for the cost unless both parties desire a copy, wherein the cost shall be equally shared. In addition, the party requesting the recording shall be responsible for providing the appropriate recording equipment.
- I. A staff member who has been charged with a violation of any City Policy, rule or regulation, shall, upon request, be provided the opportunity to inspect and obtain copies, at current reproduction cost, of transcripts, recordings, written statements and any other material relating to the charges as a condition of its use at a hearing on such charge. Such requests must be made not less than twenty-four hours prior to the scheduled hearing; however, the parties may waive the twenty-four hour provision in the event of extenuating circumstances.
- J. Any evidence obtained in the course of an internal investigation through the use of administrative pressures, threats or promises made to the staff member shall not be used by the City in any subsequent court action.
- K. In the course of an internal investigation, a polygraph examination may be administered consistent with applicable law. When such a polygraph examination is conducted, upon the consent of the staff member under investigation, the result of such examination shall not be used by either party for any purpose in a subsequent court action.
- L. When a staff member is to be interviewed in an investigation of any other staff member of the City employee, such interview shall be conducted in accordance with the procedure established herein.
- M. (EDITOR'S NOTE: Former subsection M. was repealed by Ordinance 14-2021, passed February 16, 2021.)

- N. Internal investigations with regard to minor violations shall be completed within forty-five calendar days after the filing of the complaint. Major complaint investigations, other than criminal complaints involving felony violations, shall be completed within one hundred calendar days after filing of the original complaint unless, upon request of the City Administrator, an extension of time for such investigation to be completed is granted. The staff member must be notified of the City Administrator's decision upon the granting of the extension request. An additional fifteen calendar days shall be provided beyond the forty-five or one hundred day limits above in cases where the investigation is not initiated by internal investigation. Criminal complaints involving felony investigations shall be investigated and completed in accordance with the statute of limitations set out in the Ohio Revised Code. Such complaints may be referred for investigation by Bureau of Criminal Identification and Investigation.

(Ord. 14-2021. Passed 2-16-21.)

is hereby amended and revised to read:

266.03-6 RIGHTS OF STAFF MEMBERS.

All employees ~~below the Senior Administrative Staff level~~ that are not included within a Collective Bargaining Agreement and who are subject to this Personnel Policy shall be entitled to the following rights as they relate to non-criminal charges against a staff member for violation of City and/or Department/Division/Office policies, rules, and/or regulations. A staff member being investigated for possible criminal charges shall be afforded the same constitutional rights as are required to be provided to any other citizen.

- A. In any disciplinary hearing arising out of an investigation under this section, the City and the staff member shall have the right to question the other party's witnesses. Complaints against a staff member for violation of City and/or Department/Division/Office policy and procedure shall be reduced to writing and signed by the Complainant. A confidential complaint shall not be considered as an anonymous complaint, except in those instances in which the person making the complaint is unwilling to testify in any subsequent hearing.
- B. A staff member who is to be questioned as a suspect in any investigation of any criminal charge against the staff member shall be advised of their constitutional rights before any questioning starts. Any internal questioning of the staff member named in the criminal complaint and any administrative charge against that staff member may be delayed until after the trial stage of the criminal case at the discretion of the Mayor and the City Administrator and shall be delayed until after the trial stage of the criminal case provided:
 - (1) the staff member involved declines to participate in the administrative investigation and
 - (2) the staff member removes himself/herself from duty without pay.
- C. Before a staff member may be charged with any violation of City and/or Department/Division/Office rules and regulations for a refusal to answer questions or participate in an investigation, the staff member shall be advised that his/her refusal to answer questions or participate in such investigation may be made a basis for such a charge.

- D. Any employment related interrogation, questioning or interview shall be conducted at a reasonable hour, preferably while the staff member to be interrogated or interviewed is working. Such sessions shall be for reasonable periods of time and time shall be allowed for rest periods and other physical necessities. No more than two interrogators at a time will interrogate, question or interview the staff member. This section does not apply to any interrogations, questioning or interview conducted for the purpose of a criminal investigation.
- E. The staff member shall be informed of the nature of the investigation prior to any questioning.
- F. When an annoyance complaint is made against a staff member, the staff member shall be apprised of the circumstance.
- G. The City may divulge the fact that a particular staff member is under investigation, but there shall be no release of any additional information by the City or the staff member regarding the staff member under investigation until such investigation is completed and the staff member is either cleared or charged.
- H. When a staff member suspected of a violation of City and/or Department/Division/Office Policies, rules or regulations is being interrogated, such interrogation shall be recorded at the request of the staff member or the City. The party requesting the recording shall be responsible for the cost unless both parties desire a copy, wherein the cost shall be equally shared. In addition, the party requesting the recording shall be responsible for providing the appropriate recording equipment.
- I. A staff member who has been charged with a violation of any City and/or Department/Division/Office Policy, rule or regulation, shall, upon request, be provided the opportunity to inspect and obtain copies, at current reproduction cost, of transcripts, recordings, written statements and any other material relating to the charges as a condition of its use at a hearing on such charge. Such requests must be made not less than twenty-four hours prior to the scheduled hearing; however, the parties may waive the twenty-four hour provision in the event of extenuating circumstances.
- J. Any evidence obtained in the course of an internal investigation through the use of administrative pressures, threats or promises made to the staff member shall not be used by the City in any subsequent court action.
- K. In the course of an internal investigation, a polygraph examination may be administered consistent with applicable law. When such a polygraph examination is conducted, upon the consent of the staff member under investigation, the result of such examination shall not be used by either party for any purpose in a subsequent court action.
- L. When a staff member is to be interviewed in an investigation of any other staff member of the City employee, such interview shall be conducted in accordance with the procedure established herein.
- M. (EDITOR'S NOTE: Former subsection M. was repealed by Ordinance 14-2021, passed February 16, 2021.)
- N. Internal investigations with regard to minor violations shall be completed within forty-five calendar days after the filing of the complaint. Major complaint investigations, other than criminal complaints involving felony violations, shall be completed within one hundred

calendar days after filing of the original complaint unless, upon request of the City Administrator, an extension of time for such investigation to be completed is granted. The staff member must be notified of the City Administrator's decision upon the granting of the extension request. An additional fifteen calendar days shall be provided beyond the forty-five or one hundred day limits above in cases where the investigation is not initiated by internal investigation. Criminal complaints involving felony investigations shall be investigated and completed in accordance with the statute of limitations set out in the Ohio Revised Code. Such complaints may be referred for investigation by Bureau of Criminal Identification and Investigation.

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

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

President of Council

Mayor

PASSED _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR

ORDINANCE 76-2025

AN ORDINANCE AMENDING CODIFIED ORDINANCE §266.04-2

WHEREAS, the City of Perrysburg utilized Archer Company, which specializes in wage and compensation plan creation and maintenance for public entities, to develop a new compensation plan benchmarking against like organizations/communities and establishing internal equity; and,

WHEREAS, City of Perrysburg, Ohio, Codified Ordinance §266.04-2 is being updated in conjunction with the implementation of the new compensation system; and,

WHEREAS, the Personnel Committee considered this legislation at its meeting on April 22, 2025 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 §266.04-2 which currently reads as:

266.04-2 PROBATIONARY PERIOD. (REPEALED)

All employees below the Executive or Senior Administrative Staff level covered by this Personnel Policy that are not included within a collective bargaining agreement shall be considered probationary staff members during the first year of their most recent employment with the City. The probationary period may be extended an additional one (1) ninety (90) calendar day period by the City upon written notice to the staff member before the end of the initial probationary period. All employees below the Executive or Senior Administrative Staff level covered by the Personnel Policy that are not included within a collective bargaining agreement shall receive an evaluation given at or near the end of the first six months. During probation, staff members covered by the Personnel Policy may be separated from employment or disciplined without recourse to the dispute settlement procedure for any reason and will receive no benefits other than health insurance benefits except as may be statutorily required. Upon successful completion of the probationary period a staff member will receive length of service credit retroactive to the staff members' most recent date of hire.

(Ord. 28-2020. Passed 12-1-20.)

is hereby amended and revised to read:

266.04-2 PROBATIONARY PERIOD. (REPEALED)

All employees, other than those whose appointment requires confirmation of City Council, covered by this Personnel Policy that are not included within a collective bargaining agreement shall be considered probationary staff members during the first year of their most recent employment with the City. The probationary period may be extended an additional one (1) ninety (90) calendar day period by the City upon written notice to the staff member before the end of the initial probationary period. All probationary staff members below the Executive or Senior Administrative Staff level covered by the Personnel Policy that are not included within a collective bargaining agreement shall receive an evaluation given at or near the end of the first six months. During probation, staff members covered by the Personnel Policy may be separated from employment or disciplined without recourse to the dispute settlement procedure for any reason and will receive no benefits other than health insurance benefits except as may be statutorily required. Upon successful completion of the probationary period a staff member will receive length of service credit retroactive to the staff members' most recent date of hire.

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

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

President of Council

Mayor

PASSED _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR

ORDINANCE 77-2025

AN ORDINANCE AMENDING CODIFIED ORDINANCE §266.05-2

WHEREAS, the City of Perrysburg utilized Archer Company, which specializes in wage and compensation plan creation and maintenance for public entities, to develop a new compensation plan benchmarking against like organizations/communities and establishing internal equity; and,

WHEREAS, City of Perrysburg, Ohio, Codified Ordinance §266.05-2 is being updated in conjunction with the implementation of the new compensation system; and,

WHEREAS, the Personnel Committee considered this legislation at its meeting on April 22, 2025 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 §266.05-2 which currently reads as:

266.05-2 OVERTIME PAY FOR NON-EXEMPT STAFF MEMBERS.

(a) For staff members in Pay Band E per Section [266.15-2](#), all work actually performed in excess of forty (40) hours in a week will be paid at one and one-half (1-1/2) times a staff member's normal rate of pay. Unless specified, unworked time shall not be considered as hours worked for purposes of this Personnel Policy, except that paid time off work on holidays, vacation and compensatory time shall be counted as hours worked for the purpose of computing overtime. Work actually performed on Saturdays or Sundays which are outside the employee's normal work week, or on holidays which are not normally scheduled workdays shall be paid at one and one-half (1-1/2) times a staff member's hourly rate of pay. Holiday pay will be paid in accordance with Sections [266.07-2](#) and [266.07-3](#) in addition to pay for hours worked on a holiday.

(b) Overtime work for all staff members must be authorized in advance by the Administrator or the Mayor or immediate supervisor, except in case of emergencies. (Ord. 22-2022. Passed 4-5-22.)

is hereby amended and revised to read:

266.05-2 OVERTIME PAY FOR NON-EXEMPT STAFF MEMBERS.

(a) For **non-exempt** staff members, all work actually performed in excess of forty (40) hours in a week will be paid at one and one-half (1-1/2) times a staff

member's normal rate of pay. Unless specified, unworked time shall not be considered as hours worked for purposes of this Personnel Policy, except that paid time off work on holidays, vacation and compensatory time shall be counted as hours worked for the purpose of computing overtime. Work actually performed on Saturdays or Sundays which are outside the employee's normal work week, or on holidays which are not normally scheduled workdays shall be paid at one and one-half (1-1/2) times a staff member's hourly rate of pay. Holiday pay will be paid in accordance with Sections [266.07-2](#) and [266.07-3](#) in addition to pay for hours worked on a holiday.

- (b) Overtime work for all staff members must be authorized in advance by the Administrator or the Mayor or immediate supervisor, except in case of emergencies.

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

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

President of Council

Mayor

PASSED _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR

ORDINANCE 78-2025

AN ORDINANCE AMENDING CODIFIED ORDINANCE §266.09-1

WHEREAS, the City of Perrysburg utilized Archer Company, which specializes in wage and compensation plan creation and maintenance for public entities, to develop a new compensation plan benchmarking against like organizations/communities and establishing internal equity; and,

WHEREAS, City of Perrysburg, Ohio, Codified Ordinance §266.09-1 is being updated in conjunction with the implementation of the new compensation system; and,

WHEREAS, the Personnel Committee considered this legislation at its meeting on April 22, 2025 and unanimously recommended advancement to City Council.

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

SECTION 1. Codified Ordinance §266.09-1 which currently reads as:

266.09-1 INSURANCE.

A. HEALTH INSURANCE:

- (1) All full-time staff members of the City are eligible to participate in the City's health insurance program which includes comprehensive health, dental, and prescription coverage. Full-time staff members shall pay ten percent (10%) of the premium cost with the City paying ninety percent (90%) of the premium cost.
- (2) As reflected in Section [266.01-2](#), certain employees are not eligible under the City's personnel policy for health insurance coverage and other benefits. Regular part-time staff members whose petitions are budgeted at not less than sixty (60) hours per pay period for the calendar year at issue are eligible to pay twenty-five percent (25%) of the premium for a single or family policy, and the same percentage of any premium increase, in order to provide for and maintain coverage.
- (3) Elected officials who have health benefits available through an employer, spouse's employer or retirement benefit and for whom that benefit has an out of pocket premium cost to the elected official that is the same or less than the City's plan shall not be eligible to have health benefits under the City's plan. If not otherwise prohibited from utilizing the City's health benefits plan under this section, elected officials shall be entitled to the health benefits provided

that premiums incident to such enrollment are paid for by such elected officials.

(Ord. 15-2021. Passed 2-16-21.)

B. HEALTH INSURANCE COMMITTEE.

A Citywide Health Insurance Committee shall be established consisting of two (2) voting entities of equal representation of each labor bargaining unit, nonbargaining employees and management to make recommendations for coverage and coverage changes and other health insurance benefit design modifications. (Ord. 62-2019. Passed 12-17-19.)

C. LIFE AND AD&D INSURANCE:

The City will provide term life insurance to staff members who have length of service credit and who are on the active payroll:

- (1) Pay Bands A & B 110% of the employees annual salary
- (2) Pay Band C 105% of the employees annual salary
- (3) Pay Band D 100% of the employees annual salary
- (4) Pay Band E \$45,000

D. LIFE AND AD & D BENEFIT SUMMARY:

(1) Eligible Classes of Staff Members. All regular full-time staff members of the policy holder working a minimum of 30 hours each week. The staff members are classified as follows:

CLASS DESIGNATION

I All Eligible Staff Members

(2) Service Waiting Period. First of the month following one month of continued employment.

Staff Member Life Insurance:

At age 70, the benefit amount is reduced to 50%.

Waiver of Premium Continued Protection applies to this coverage.

(3) Accidental Death & Dismemberment Insurance.

Non-Contributory At age 70, the benefit amount terminates.

(Ord. 24-2022. Passed 4-5-22.)

E. DENTAL INSURANCE:

(EDITOR'S NOTE: Former subsection E. was repealed by Ordinance 62-2019, passed December 17, 2019.)

F. DENTAL INSURANCE BENEFIT SUMMARY: (REPEALED)

(EDITOR'S NOTE: Former subsection F. was repealed by Ordinance 78-97, passed June 3, 1997.)

G. OPTICAL REIMBURSEMENT:

The City will reimburse an employee an amount not to exceed \$375 per year per employee household to cover eye exams, frames, corrective lenses, prescription sunglasses, or contacts for employees, spouses and dependents living in the household under the age of eighteen. Original itemized receipts must be submitted to the employee's supervisor for reimbursement.

(Ord. 62-2019. Passed 12-17-19.)

H. PARAMOUNT PREFERRED OPTIONS. (REPEALED)

(EDITOR'S NOTE: Former subsection H. was repealed by Ordinance 78-97, passed June 3, 1997.)

I. HEALTH CARE BENEFITS. (REPEALED)

(EDITOR'S NOTE: Former subsection I. was repealed by Ordinance 78-97, passed June 3, 1997.)

is hereby amended and revised to read:

266.09-1 INSURANCE.

A. HEALTH INSURANCE:

- (1) All full-time staff members of the City are eligible to participate in the City's health insurance program which includes comprehensive **medical**, dental, and prescription coverage. Full-time staff members shall pay ten percent (10%) of the premium cost with the City paying ninety percent (90%) of the premium cost.
- (2) As reflected in Section 266.01-2, certain employees are not eligible under the City's personnel policy for health insurance coverage and other benefits. **Less than full-time** staff members whose **positions** are budgeted at not less than sixty (60) hours per pay period for the calendar year at issue are eligible to pay twenty-five percent (25%) of the premium for a single or family policy, and the same percentage of any premium increase, in order to provide for and maintain coverage.
- (3) Elected officials who have health benefits available through an employer, spouse's employer or retirement benefit and for whom that benefit has an out of pocket premium cost to the elected official that is the same or less than the City's plan shall not be eligible to have health benefits under the City's plan. If not otherwise prohibited from utilizing the City's health benefits plan under this section, elected officials shall be entitled to the health benefits provided that premiums incident to such enrollment are paid for by such elected officials.

(Ord. 15-2021. Passed 2-16-21.)

B. HEALTH INSURANCE COMMITTEE.

A Citywide Health Insurance Committee shall be established consisting of two (2) voting entities of equal representation of each labor bargaining unit, nonbargaining employees and management to make recommendations for coverage and coverage changes and other health insurance benefit design modifications. (Ord. 62-2019. Passed 12-17-19.)

C. LIFE AND **ACCIDENTAL DEATH & DISMEMBERMENT ("AD&D")**
INSURANCE:

The City will provide term life insurance to staff members who have length of service credit and who are on the active payroll **in the amount of:**

- (1) Pay **Grades 16 and higher** - 110% of the employees annual salary
- (2) Pay **Grades 10-15** - 105% of the employees annual salary
- (3) Pay **Grades 7-9** - 100% of the employees annual salary
- (4) Pay **Grades 4-6** - \$45,000

D. LIFE AND AD&D BENEFIT SUMMARY:

- (1) Eligible Classes of Staff Members. All regular full-time staff members of the policy holder working a minimum of 30 hours each week. The staff members are classified as follows:
CLASS DESIGNATION
I All Eligible Staff Members
- (2) Service Waiting Period. First of the month following one month of continued employment.
- (3) Staff Member Life Insurance and AD&D Insurance:
At age 65, the benefit amount is reduced to 65%
At age 70, the benefit amount is reduced to 50%.
Waiver of Premium Continued Protection applies to this coverage.

E. DENTAL INSURANCE:(REPEALED)

(EDITOR'S NOTE: Former subsection E. was repealed by Ordinance 62-2019, passed December 17, 2019.)

F. DENTAL INSURANCE BENEFIT SUMMARY:(REPEALED)

(EDITOR'S NOTE: Former subsection F. was repealed by Ordinance 78-97, passed June 3, 1997.)

G. OPTICAL REIMBURSEMENT:

The City will reimburse an employee an amount not to exceed \$375 per year per employee household to cover eye exams, frames, corrective lenses, prescription sunglasses, or contacts for employees, spouses and dependents living in the household under the age of eighteen. Original itemized receipts must be submitted to the employee's supervisor for reimbursement. (Ord. 62-2019. Passed 12-17-19.

H. PARAMOUNT PREFERRED OPTIONS.(REPEALED)

(EDITOR'S NOTE: Former subsection H. was repealed by Ordinance 78-97, passed June 3, 1997.)

I. HEALTH CARE BENEFITS.(REPEALED)

(EDITOR'S NOTE: Former subsection I. was repealed by Ordinance 78-97, passed June 3, 1997.)

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

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

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

President of Council

Mayor

PASSED _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR

ORDINANCE 79-2025

AN ORDINANCE AMENDING CODIFIED ORDINANCE §266.09-5

WHEREAS, the City of Perrysburg utilized Archer Company, which specializes in wage and compensation plan creation and maintenance for public entities, to develop a new compensation plan benchmarking against like organizations/communities and establishing internal equity; and,

WHEREAS, City of Perrysburg, Ohio, Codified Ordinance §266.09-5 is being updated in conjunction with the implementation of the new compensation system; and,

WHEREAS, the Personnel Committee considered this legislation at its meeting on April 22, 2025 and unanimously recommended advancement to City Council.

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

SECTION 1. Codified Ordinance §266.09-5 which currently reads as:

266.09-5 DEFERRED COMPENSATION.

A. PROGRAM - 1 (OPEDC):

All eligible staff members of the City shall have the opportunity to join the Ohio Public Employees Deferred Compensation Program. The Mayor and City Clerk shall execute an agreement with the Ohio Public Employees Deferred Compensation Board on terms and conditions in the best interest of the City, which agreement shall authorize the Ohio Public Employees Deferred Compensation Board to offer the Program to include all eligible staff members of the City and to administer the Program on behalf of them.

B. CITY CONTRIBUTION LIMITS FOR DEFERRED COMPENSATION - PROGRAM 2:

The City shall contribute to Deferred Compensation · Program 2, a monthly amount as follows:

- (1) Pay Bands A, B, and C, an amount not to exceed Six Percent (6%) of the employees annual salary.
- (2) Pay Band D, an amount not to exceed Three Percent (3%) of the employee's annual salary.
- (3) Pay Band E, an amount equal to staff member's voluntary contribution not to exceed Three Percent (3%) of the employees annual wage rate.

The annual wage rate will be based upon 2080 hours.

C. DEFERRED COMPENSATION BENEFITS - PROGRAM - 2:

Benefits shall be paid to the staff member or the staff member's named beneficiary in the event of death, disability, or separation from service in accordance with the terms of the 457 Deferred Compensation Program and applicable Federal law.

D. DEFERRED COMPENSATION - PROGRAM- 2 - VESTING. (REPEALED)

EDITOR'S NOTE: Former Subsection D. hereof was repealed by Ordinance 53-2007, passed April 17, 2007.

E. DEFERRED COMPENSATION - PROGRAM - 2 EMERGENCY WITHDRAWALS.

Withdrawals for the emergency needs of a covered staff member may be made in accordance with the terms of the Ohio Municipal League Master Deferred Compensation Program and applicable Federal law.

(Ord. 26-2022. Passed 4-5-22.)

is hereby amended and revised to read:

266.09-5 DEFERRED COMPENSATION.

A. PROGRAM - 1 (OPEDC):

All eligible staff members of the City shall have the opportunity to join the Ohio Public Employees Deferred Compensation Program. The Mayor and City Clerk shall execute an agreement with the Ohio Public Employees Deferred Compensation Board on terms and conditions in the best interest of the City, which agreement shall authorize the Ohio Public Employees Deferred Compensation Board to offer the Program to include all eligible staff members of the City and to administer the Program on behalf of them.

B. CITY CONTRIBUTION LIMITS FOR DEFERRED COMPENSATION - PROGRAM 2:

The City shall contribute to Deferred Compensation - Program 2, a monthly amount as follows:

- (1) **Pay Grades 9 and higher -** an amount not to exceed Six Percent (6%) of the employee's annual salary.
- (2) **Pay Grades 7-8 -** an amount not to exceed Three Percent (3%) of the employee's annual salary.
- (3) **Pay Grades 4-6 -** an amount equal to staff member's voluntary contribution not to exceed Three Percent (3%) of the **employee's** annual wage rate.

The annual wage rate will be based upon 2080 hours.

C. DEFERRED COMPENSATION BENEFITS - PROGRAM - 2:

Benefits shall be paid to the staff member or the staff member's named beneficiary in the event of death, disability, or separation from service in accordance with the terms of the 457 Deferred Compensation Program and applicable Federal law.

D. DEFERRED COMPENSATION - PROGRAM- 2 - VESTING. (REPEALED)

EDITOR'S NOTE: Former Subsection D. hereof was repealed by Ordinance 53-2007, passed April 17, 2007.

E. DEFERRED COMPENSATION - PROGRAM - 2 EMERGENCY WITHDRAWALS.

Deferred compensation withdrawals for the emergency needs of a covered staff member may be made in accordance with the terms of the Ohio Municipal League Master Deferred Compensation Program and applicable Federal, State, and Local laws.

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

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

President of Council

Mayor

PASSED _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR

ORDINANCE 80-2025

AN ORDINANCE AMENDING CODIFIED ORDINANCES CHAPTER 232

WHEREAS, City of Perrysburg, Ohio, Codified Ordinances Chapter 232 establishes “Administrator” through the City of Perrysburg’s Codified Ordinances (“Code”); and,

WHEREAS, this Chapter is being updated to clarify the City Administrator position and duties and add the Deputy City Administrator position and duties into this portion of the Code; and,

WHEREAS, the Personnel Committee considered this legislation at its meeting on April 22, 2025 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. Perrysburg Codified Ordinances Chapter 232, which currently reads as:

CHAPTER 232 Administrator

232.01 ESTABLISHED.

There is hereby created the position of Administrator. The Administrator shall be appointed by the Mayor, subject to confirmation by a majority of the members of Council and shall be removed by the Mayor, subject to the concurrence of a majority of the members of Council. Under the supervision of the Mayor, and to the extent consistent with the Charter and the Codified Ordinances, the Administrator shall coordinate and oversee the Departments of Law, Finance, Public Safety, Public Service and the Division of Planning and Zoning.
(Ord. 27-99. Passed 2-16-99.)

232.02 ADMINISTRATIVE DUTIES.

The Administrator, under the supervision of the Mayor, shall evaluate and determine Department and City needs, participate in long-range planning for the City, determine necessary staffing levels for the City, ensure the effective exchanges of information between departments and with the public, represent the City in labor relations and contract negotiations, participate in the hiring, evaluation, promotion and termination of employees, and such other duties as are assigned by the Mayor or Council from time to time.
(Ord. 10-99. Passed 1-19-99.)

are hereby amended and revised to read:

CHAPTER 232 City Administrator

232.01 ESTABLISHED.

There is hereby created the position of City Administrator. The City Administrator shall be appointed by the Mayor, subject to confirmation by a majority of the members of Council and shall be removed by the Mayor, subject to the concurrence of a majority of the members of Council. ~~Under the supervision of the Mayor, and to the extent consistent with the Charter and the Codified Ordinances, the Administrator shall coordinate and oversee the Departments of Law, Finance, Public Safety, Public Service and the Division of Planning and Zoning.~~

232.02 ADMINISTRATIVE DUTIES.

The City Administrator, under the supervision of the Mayor, shall ~~be the chief administrative officer of the City and shall~~ evaluate and determine Department and City needs, participate in long-range planning for the City, determine necessary staffing levels for the City, ~~determine assignment of direct supervision of department, divisions and offices as they may determine with concurrence from the Mayor,~~ ensure the effective exchanges of information between departments and with the public, represent the City in labor relations and contract negotiations, participate in the hiring, evaluation, promotion and termination of employees, and such other duties as are assigned by the Mayor or Council from time to time.

232.03 DEPUTY CITY ADMINISTRATOR.

There is hereby established the position of Deputy City Administrator. The Deputy City Administrator shall serve under the direct supervision of the City Administrator and shall assist in the day-to-day management and supervision of City departments, divisions, and offices.

232.04 DEPUTY CITY ADMINISTRATOR DUTIES

The Deputy City Administrator shall have all of the duties, responsibilities, and authority as assigned by the City Administrator, upon approval by the Mayor. In the case of the City Administrator's absence, the Deputy City Administrator shall serve as the City Administrator with all of the authority and responsibilities of the City Administrator, for a period not to exceed 30 days. In the case of the City Administrator's absence in excess of 30 days, the Mayor may appoint the Deputy City Administrator as the Acting City Administrator, subject to the approval and consent of a majority of the members of Council, until such time as the City Administrator resumes their duties or a permanent City Administrator is appointed.

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

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

President of Council

Mayor

PASSED _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR

ORDINANCE 81-2025

AN ORDINANCE REPEALING ORDINANCE §266.11-1

WHEREAS, the City of Perrysburg utilized Archer Company, which specializes in wage and compensation plan creation and maintenance for public entities, to develop a new compensation plan benchmarking against like organizations/communities and establishing internal equity; and,

WHEREAS, City of Perrysburg, Ohio, Codified Ordinance §266.11-1, establishes “Classifications and Rates of Pay” in the Personnel Policy; and,

WHEREAS, City of Perrysburg, Ohio, Codified Ordinance §266.11-1 is being repealed in conjunction with the implementation of the new compensation system; and,

WHEREAS, Codified Ordinance §266.11-1 is now covered by the City of Perrysburg Codified Ordinances §266.15-1 and §266.15-2, it is therefore, appropriate to repeal Codified Ordinance §266.11-1 as obsolete; and,

WHEREAS, the Personnel Committee considered this legislation at its meeting on April 22, 2025 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 §266.11-1, which currently reads as follows is hereby repealed:

266.11-1 CLASSIFICATIONS AND RATES OF PAY.

A. The classifications of staff members in the Executive Staff, Senior Administrative Staff and Administrative Staff shall be determined from time to time by the Mayor with the concurrence of a majority of Council. (Ord. 260-2006. Passed 12-19-06.)

B. The rates of pay for Executive Staff, Senior Administrative Staff and Administrative Staff shall be determined from time to time by the Mayor and shall be within the rates set forth in Section [266.15-2](#). Provided, however, that the Mayor may only adjust the rate of pay by more than five percent (5%) in any twelve (12) month period with the concurrence of a majority of Council. (Ord. 46-2022. Passed 8-16-22.)

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

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

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

President of Council

Mayor

PASSED _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Ordinance 82-2025

DATE: May 6, 2025



Subject Matter/Background

Levis Lodging, LLC is developing a hotel at 5501 S. Wilkinson Way in Perrysburg, Ohio. During development, it was discovered that a canopy and driveway were designed and partially built within the public right-of-way. Rather than remove the encroachment, Levis Lodging requested to keep it, prompting the need for an Encroachment Easement Agreement. After review, the City determined the encroachment could remain, provided it is maintained by Levis Lodging and all City required conditions are met.

This Ordinance authorizes the City of Perrysburg to enter into an Encroachment Easement Agreement with Levis Lodging, LLC. The agreement permits an existing canopy and driveway to remain in the City's right-of-way, which they encroach upon by approximately ten feet. The easement is granted under the condition that Levis Lodging, LLC maintains the encroachment and complies with all applicable City requirements.

Financial Review

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

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

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

ORDINANCE 82-2025

AN ORDINANCE AUTHORIZING AN ENCROACHMENT EASEMENT AGREEMENT WITH LEVIS LODGING, LLC; AND DECLARING AN EMERGENCY

WHEREAS, the canopy and driveway designed and partially built on the lot located at 5501 S. Wilkinson Way, Perrysburg, Ohio, encroaches into the S. Wilkinson Way right-of-way by approximately ten feet; and,

WHEREAS, Levis Lodging, LLC is the property owner developing a hotel property at 5501 S. Wilkinson Way; and,

WHEREAS, Levis Lodging, LLC has requested for the encroachment to remain in the public right-of-way as opposed to removing the encroachment, which would require an Encroachment Easement Agreement from the City; and,

WHEREAS, the City reviewed the request, attached hereto and incorporated herein as Exhibit A, and determined the encroachment is permitted to encroach into the right-of-way as a matter of convenience to Levis Lodging, LLC, so long as Levis Lodging, LLC complies with the requirements set forth by the City and adequately maintains the encroachment pursuant to Levis Lodging, LLC's specifications and all provisions agreed upon by the parties.

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

SECTION 1. The Mayor is hereby authorized to enter into an Encroachment Easement Agreement granting an encroachment easement for the right-of-way adjacent to 5501 S. Wilkinson Way, Perrysburg, Ohio, as depicted on Exhibit A, pursuant to which currently-existing and designed structures and driveways are allowed to exist and be maintained as built, and otherwise upon such terms as are deemed reasonable and appropriate to the City's Administration.

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

SECTION 3. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Perrysburg, Wood County, Ohio, to permit a pending real estate transaction to move forward in a timely manner, 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

Exhibit "A"

10.0' x 39.0' CANOPY EASEMENT

FOR
LEVIS LODGING, LLC

Part of South Wilkinson Way as shown on the Replat of the Replat
of part of Block 1, part of Block 10 and all of Block 11, The Refile
of the Refile of the Replat of the Replat of Levis Park
City of Perrysburg, Wood County, Ohio
Parcel No.: Q61-400-180007018002
Address: 5501 S. Wilkinson Way



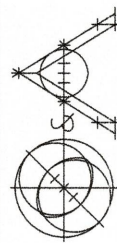
ORDER NO.
22995

DRAWN BY
RDC

REVISED

DATE
2/24/2025

SCALE
1" = 30'



ORAVECZ & ASSOCIATES, LLC
ENGINEERS & SURVEYORS
5333 SECOR ROAD, SUITE 2, TOLEDO, OHIO, 43623
PHONE: 419-474-6664 or 419-474-2405
FAX: 419-474-5059
EMAIL: GORAVECZ@ORAVECZASSOCIATES.COM



point of COMMENCEMENT

SOUTH WILKINSON WAY 53.5' R/W

S. 89°-58'-34" E. 373.32', r., 373.39', m.

C/L

DOUGLAS GUEST DRIVE 50' R/W

S. 00°-01'-26" W., 13.50'
point of BEGINNING
N. 00°-01'-26" E., 10.00'

S. 89°-58'-34" E. 39.00'

10' x 39' Canopy Easement
0.009 of an acre (390 Sq.Ft.)

S. 00°-01'-26" W., 10.00'

N. 89°-58'-34" W. 39.00'

10' U.E.

17.94'

5.1'

30.7'

8.8'

32.8'

13.9'

0.7' x 25' (3)
typ. Beam
Beams Located 1/28/2025

45.3'

Foundation Location 08/21/2024

11.6'

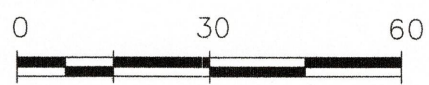
74.9'

11.5'

33.8'

LEGEND

- - Iron Pin Found in Monument Box
- R/W - Right-of-Way Line
- C/L - Centerline
- U.E. - Utility Easement
- m. - Measured
- r. - Record



Graphic Scale in Feet
Scale 1" = 30'

George V. Oravec
George V. Oravec
Registered Surveyor No. 5439

EXHIBIT "B"
ORAVECZ & ASSOCIATES, LLC
Surveyors & Engineers
5333 Secor Road, Suite 2, Toledo, Ohio, 43623
Office: (419) 474-6664
Email: goravecz@oraveczassociates.com

February 24, 2025
LEVIS HOSPITALITY, LLC
10.00' x 39.00' Canopy Easement

A parcel of land being part of South Wilkinson Way (53.5 foot wide right-of-way), as shown on The Refile of the Replat of part of Block 1, part of Block 10 and all of Block 11, The Refile of the Refile of the Replat of the Replat of Levis Park, as recorded in Volume 23, pages 69 through 71, Wood County, Ohio Plat Records, said plat being in the City of Perrysburg, Wood County, Ohio, said Parcel of land being more particularly bounded and described as follows;

- 1) Commencing at a 1 inch diameter iron pin found in a monument box marking the intersection of the centerline of right-of-way of South Wilkinson Way (53.50 foot wide right-of-way) and the centerline of right-of-way of Douglas Guest Drive (50.00 foot wide right-of-way), as shown on The Refile of the Replat of part of Block 1, part of Block 10 and all of Block 11, The Refile of the Refile of the Replat of the Replat of Levis Park as recorded in Volume 23, pages 69 through 71, Wood County, Ohio records ;
- 2) thence South 89°-58'-34" East, along the centerline of South Wilkinson Way, a distance of 196.20 feet, to a point;
- 3) thence South 00°-01'-26" West, a distance of 13.50 feet, to the point of BEGINNING of the hereinafter described 10.00' x 39.00' Canopy Easement;
- 4) thence South 89°-58'-34" East, along a line 13.50 feet by rectangular measurement South of and Parallel to the centerline of South Wilkinson Way, a distance of 39.00 feet to a point;

Page 2
February 24, 2025
LEVIS HOSPITALITY, LLC
10.00' x 39.00' Canopy Easement

- 5) thence South $00^{\circ}-01'-26''$ West, a distance of 10.00 feet to a point marking the South right-of-way line of South Wilkinson Way;
- 6) thence North $89^{\circ}-58'-34''$ West, along a line being 23.50 feet by rectangular measurement South of and parallel to the centerline of South Wilkinson Way, also being the South right-of-way line of South Wilkinson Way, a distance of 39.00 feet to a point;
- 7) thence North $00^{\circ}-01'-26''$ East, a distance of 10.00 feet to the point of BEGINNING.

Containing 0.009 of an acre of land, more or less, all of which lies within the right-of-way of South Wilkinson Way and is subject to legal highways and subject to all legal easements, restrictions, leases of record and of records in respective utility offices and other conveyances, if any.

Prior Deed reference: The Refile of the Replat of part of Block 1, part of Block 10 and all of Block 11, The Refile of the Refile of the Replat of the Replat of Levis Park, as recorded in Volume 23, pages 69 through 71, Wood County, Ohio Plat Records

The bearings hereon are based on an assumed bearing of South $89^{\circ}-58'-34''$ East for the centerline of South Wilkinson Way.

This description is based on a field survey made by Oravecz & Associates, LLC in January of 2025.



ORAVECZ & ASSOCIATES, LLC

 2-25-25
George V. Oravecz Date
Ohio Registered Surveyor No. 5439
5333 Secor Road, Suite 2
Toledo, OH 43623
Office: 419-474-6664
Email: goravecz@oraveczassociates.com

Order Number: 22995

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Ord 83-2025

DATE: May 6, 2025



Subject Matter/Background

NW Orleans Properties, LLC the owner of the property at 5103 Levis Commons Blvd in Perrysburg, Ohio. The City of Perrysburg holds recorded easements on this property for water and sewer lines, granted through agreements from the years 2002 and 2004. NW Orleans has requested the partial release of these easements to support new development of the site. Following a review of utility usage and infrastructure, the City confirmed that the watermain located within the affected easement area has been abandoned. As a result, the City has determined that releasing and vacating portions of the easement is reasonable. This Ordinance further authorizes the transfer of abandoned waterlines and sewer lines within the easement areas to NW Orleans Properties, LLC.

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 to suspend the rules, waive the three readings and pass this legislation as an emergency is appropriate.

ORDINANCE 83-2025

AN ORDINANCE AUTHORIZING RELEASE, VACATION, AND/OR TERMINATION OF CERTAIN PORTIONS OF THE EASEMENTS LOCATED ON PROPERTY OWNED BY NW ORLEANS PROPERTIES, LLC; AND DECLARING AN EMERGENCY

WHEREAS, NW Orleans Properties, LLC (“NW Orleans”) is the legal title owner of real property located at 5103 Levis Commons Blvd, Perrysburg, Ohio, Wood County Permanent Parcel No: #Q61-400-180007021004 (“Property”); and,

WHEREAS, the City of Perrysburg holds easements on the Property for water and sewer lines pursuant to (1) that certain Easement Agreement for Water and Sewer Lines made by and between Levis Park Developers, LLC and the City of Perrysburg recorded on September 27, 2004 in the Recorder’s Office Official Records of Wood County, Ohio in Volume 2469 of Official Records, Page 895; and (2) that certain Easement Agreement for Water and Sewer Lines made by and between Levis Park Developers, LLC and the City of Perrysburg dated April 26, 2002 and recorded on April 29, 2002 in the Recorder’s Office Official Records of Wood County, Ohio in Volume 2051 of Official Records, Page 996 (hereinafter “Easements”); and,

WHEREAS, NW Orleans has requested that the City release and terminate certain portions of the Easements to allow for the development of the property located at 5103 Levis Commons Blvd.; and,

WHEREAS, based on a review of the current utilities and use of the easement area, the City has determined that the watermain located within the easement has been abandoned and it is reasonable and appropriate to release and terminate certain portions of the existing Easements.

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

SECTION 1. The Mayor is hereby authorized to enter into an agreement to release, vacate, and/or terminate certain portions of the existing Easements on the property located at 5103 Levis Commons Blvd, Perrysburg, Ohio, upon such terms as are deemed reasonable and appropriate to the City’s Administration. Furthermore, the Mayor is authorized to transfer the abandoned waterlines and appurtenances located within the released, vacated, and/or terminated portions of the easements to NW Orleans Properties, LLC.

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

SECTION 3. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Perrysburg, Wood County, Ohio, in order to clarify responsibility for the maintenance, service, and operation of the relevant water lines, 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 40-2025

DATE: May 6, 2025



Subject Matter/Background

The City of Perrysburg is seeking to make signal improvements at the Indiana Avenue/Elm Street intersection and Indiana Avenue/E. Boundary Street Intersections. The City's Engineer requested and received prequalification statements from several engineering firms for such work.

US Utility Contractors Co. of Perrysburg, Ohio submitted a prequalification statement for the project and has the necessary personnel, equipment, expertise, and experience to replace the existing traffic signals and is expected to cost Five Hundred Twenty-Six Thousand Seven Hundred Sixty-Six and Thirty-Nine Cents (\$526,766.39). The City Engineer is requesting a 5% contingency, leaving the total cost of the project at Five Hundred Fifty-Three Thousand One Hundred Four and Seventy-One Cents (\$553,104.71).

Financial Review

Account: 2223-71545-55299

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

RESOLUTION 40-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AN AGREEMENT WITH US UTILITY CONTRACTORS CO. FOR CONSTRUCTION SERVICES AT A COST NOT TO EXCEED FIVE HUNDRED FIFTY-THREE THOUSAND ONE HUNDRED FOUR AND SEVENTY-ONE CENTS (\$553,104.71); AND DECLARING AN EMERGENCY

WHEREAS, the City of Perrysburg, is seeking to make Traffic Signal improvements at the Indiana Avenue/Elm Street intersection and Indiana Avenue/E. Boundary Street Intersections; and,

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

WHEREAS, the City of Perrysburg received four (4) bids and the bid received from US Utility Contractors Co. of Perrysburg, Ohio, provided the lowest and best bid for the proposed work, and they have the equipment, expertise, personnel, and knowledge to perform the required work; and

WHEREAS, the cost for the project is Five Hundred Twenty-Six Thousand Seven Hundred Sixty-Six and Thirty-Nine Cents (\$526,766.39), with the City Engineer requesting a five percent (5%) contingency, leaving the total cost of the project at an amount not to exceed Five Hundred Fifty-Three Thousand One Hundred Four and Seventy-One Cents (\$553,104.71); and,

WHEREAS, the Service Committee, at its meeting held April 23, 2025, unanimously approved advancement of this Agreement to City Council.

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

SECTION 1. The Mayor and Director of Finance are authorized to enter into an agreement with US Utility Contractors Co., for Traffic Signal improvements at the Indiana Avenue/Elm Street intersection and Indiana Avenue/E. Boundary Street Intersections, at a cost of Five Hundred Twenty-Six Thousand Seven Hundred Sixty-Six and Thirty-Nine Cents (\$526,766.39), as outlined in the quote attached hereto and incorporated herein as Exhibit A, and the Mayor and Director of Finance are

further authorized to approve all change orders considered necessary to this project in an amount not to exceed five percent (5%) for a total project amount not to exceed Five Hundred Fifty-Three Thousand One Hundred Four and Seventy-One Cents (\$553,104.71).

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

General Info

Total:

\$526,766.39

Number	Description
2025 Traffic Signal Improvements	The City of Perrysburg hereby invites qualified firms to provide all labor & materials for the reconstruction of traffic signal installations at Indiana Avenue/Elm Street intersection and Indiana Avenue/E. Boundary Street Intersection.
Deadline	
04/17/2025 02:00 PM EDT	This contract is subject to the provision of State of Ohio, Prevailing Wage Rates. The subsequent contract will require certificates of insurance and may require performance and payment bonds.
Vendor	
U.S. Utility Contractor	In order to be considered responsive, the contractor and all subcontractors will need to comply with City Ordinance 08-2023 which was passed in April of 2023. A copy of the Ordinance 08-2023 is included in the attachment list.
Submitted	
04/17/2025 11:18 AM EDT	
Signed by	Engineering Estimate for the entire project: \$ 500,000
Kathryn Chlebowski	Allows zero unit prices and labor
Account Holder Kathryn Chlebowski	Yes
Opened	Allows negative unit prices and labor
04/17/2025 02:00 PM EDT	Yes
By	
bthomas@ci.perrysburg.oh.us	

Ordinance 08-2023 Confirmation Statement

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

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

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

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

1) Graduated from or are participating in a construction apprenticeship program certified and regulated by the State of Ohio or the U.S. Department of Labor.

2) Have at least five (5) years of documented experience in the specified field.

Statement #1 Answer *

Yes

Statement #2 Answer *

Yes

Statement #3 Answer *

Yes

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

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

Signature *

Kathryn A. Chlebowski

Title *

President

Bidder Company Name *

US Utility Contractors Co

Date *

04/17/2025

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

Attachment List

IndianaElm & IndianaE Boundary Signal Improvement Plans 2025-03-27.pdf (16.5 MB)
Project Plans

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

Legal Notice 2025 Traffic Siganals.pdf (74.7 KB)
Legal Advertisement

3_ProjDesc_FY21.pdf (114 KB)
Project Description

4_InstructionstoBid-FY21.pdf (94.7 KB)
Instruction to Bidders

5_General Conditions.pdf (180 KB)
General Conditions

6_Specs_FY21.pdf (149 KB)
Supplemental Specifications

7_Insurance Requirements.pdf (68.7 KB)
Insurance Requirements

8_ContractForm_FY21.pdf (581 KB)
Contract Forms (For Reference Only)

Proposal

BID

Proposal of: *

US Utility Contractor Co Inc.

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

Ohio

doing business as *

"a corporation"

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

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

City of Perrysburg 2025 Traffic Signal Improvements

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

Five Hundred Twenty-Six Thousand Seven Hundred Sixty-Six dollars and 39/100

\$ (in currency): *

\$526,766.39

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

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

The Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to complete the project on/before the date specified. The Bidder further agrees to pay as liquidated damages, the sum of \$1,000 for each consecutive calendar day thereafter as provided in the General Conditions.

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

Addenda #: *

N/A

Addenda Date: *

N/A

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

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

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

Signature: *

Kathryn A. Chlebowski

Address: *

3592 Genoa Rd

Title: *

President

City, State, Zip: *

Perrysburg, OH 43551

Legal Name of Bidder: *

US Utility Contractor Co, Inc.

Phone Number: *

(419) 837-9753

Fax Number: *

419-837-9959

E-mail Address *

officeadmin@usutilitycontractors.com

Roadway

\$26,996.65

Item Code	Description	Quantity	Units	Unit Price	Extension
Alternates are not included in bid total.					
201	Clearing and Grubbing	1.00	LS	\$2,121.25	\$2,121.25
202	Sidewalk Removed	316.00	SF	\$7.35	\$2,322.60
202	Curb Removed	28.00	LF	\$18.90	\$529.20
608	4" Concrete Walk	560.00	SF	\$28.35	\$15,876.00
608	Curb Ramp	156.00	SF	\$28.35	\$4,422.60
611	4" Conduit, Type E	50.00	FT	\$34.50	\$1,725.00
					Total: \$26,996.65

Erosion Control

\$4,782.75

Item Code	Description	Quantity	Units	Unit Price	Extension
659	Topsoil	14.00	CY	\$78.75	\$1,102.50
659	Seeding and Mulching, As Per Plan	124.00	CY	\$5.25	\$651.00
659	Repair Seeding and Mulching	7.00	SY	\$21.00	\$147.00
659	Commercial Fertilizer	0.03	Ton	\$1,575.00	\$47.25
659	Water	1.00	MGAL	\$52.50	\$52.50
832	Erosion Control	1.00	LS	\$2,782.50	\$2,782.50
					Total: \$4,782.75

Pavement

\$3,370.50

Item Code	Description	Quantity	Units	Unit Price	Extension
202	Pavement Removed	6.00	SY	\$63.00	\$378.00
253	Pavement Repair	6.00	SY	\$498.75	\$2,992.50
					Total: \$3,370.50

Traffic Control

\$7,305.90

Item Code	Description	Quantity	Units	Unit Price	Extension
630	Sign Support Assembly, Pole Mounted	8.00	Each	\$249.90	\$1,999.20
630	Sign, Double Faced, Street Name	8.00	Each	\$249.90	\$1,999.20
642	Removal of Pavement Marking	70.00	LF	\$15.75	\$1,102.50
642	Removal of Pavement Marking	4.00	Each	\$131.25	\$525.00
644	Stop Line	52.00	LF	\$8.40	\$436.80
644	Crosswalk Line, 24"	112.00	LF	\$7.35	\$823.20
644	Lane Arrow	4.00	Each	\$105.00	\$420.00
					Total: \$7,305.90

Traffic Signals

\$457,654.09

Item Code	Description	Quantity	Units	Unit Price	Extension
625	Bracket Arm, 18', As Per Plan	7.00	Each	\$120.00	\$840.00
625	No. 10 AWG 600 Volt Distribution Cable	3,246.00	LF	\$2.18	\$7,076.28
625	No. 10 AWG Pole and Bracket Cable	1,279.00	LF	\$2.18	\$2,788.22
625	Conduit 2", 725.04	68.00	LF	\$18.73	\$1,273.64
625	Conduit 2", 725.05	202.00	LF	\$6.90	\$1,393.80
625	Conduit 3", 725.05	105.00	LF	\$8.05	\$845.25
625	Conduit 4", 725.05	134.00	LF	\$12.10	\$1,621.40
625	Conduit, Jacked or Drilled, 725.04, 4"	671.00	LF	\$36.90	\$24,759.90
625	Luminaire, Conventional, Solid State (LED), As Per Plan	7.00	Each	\$30.00	\$210.00
625	Trench	425.00	LF	\$12.34	\$5,244.50
625	Pull Box, 725.08, 24"	9.00	Each	\$1,141.25	\$10,271.25
625	Ground Rod, As Per Plan	22.00	Each	\$275.25	\$6,055.50
625	Power Service, As Per Plan	2.00	Each	\$3,645.00	\$7,290.00
625	Underground Warning / Marking Tape	425.00	LF	\$1.98	\$841.50
					Total: \$457,654.09

Item Code	Description	Quantity	Units	Unit Price	Extension
632	Vehicular Signal Head, (LED), 3-Section, 12" Lens, 1-Way, Polycarbonate, As Per Plan	11.00	Each	\$1,119.40	\$12,313.40
632	Vehicular Signal Head, (LED), 5-Section, 12" Lens, 1-Way, Polycarbonate, As Per Plan	5.00	Each	\$1,913.30	\$9,566.50
632	Pedestrian Signal Head (LED), Type D2, Countdown, As Per Plan	16.00	Each	\$701.35	\$11,221.60
632	Covering of Vehicular Signal Head	16.00	Each	\$35.25	\$564.00
632	Covering of Pedestrian Signal Head	16.00	Each	\$23.50	\$376.00
632	Pedestrian Pushbutton, As Per Plan	16.00	Each	\$1,365.50	\$21,848.00
632	Signal Cable, 2 Conductor, No. 14 AWG	2,862.00	LF	\$2.26	\$6,468.12
632	Signal Cable, 5 Conductor, No. 14 AWG	5,238.00	LF	\$3.65	\$19,118.70
632	Signal Cable, 7 Conductor, No. 14 AWG	1,073.00	LF	\$4.74	\$5,086.02
632	Signal Support Foundation, As Per Plan	8.00	Each	\$3,626.25	\$29,010.00
632	Pedestal Foundation	12.00	Each	\$1,093.75	\$13,125.00
632	Test Hole Performed	2.00	Each	\$1,342.50	\$2,685.00
					Total: \$457,654.09

Item Code	Description	Quantity	Units	Unit Price	Extension
632	Power Cable, 2 Conductor, No. 8 AWG	113.00	LF	\$5.27	\$595.51
632	Signal Support, Type TC-81.22, Design 4	1.00	Each	\$12,547.85	\$12,547.85
632	Combination Signal Support, Type TC-81.22, Design 2	5.00	Each	\$11,496.75	\$57,483.75
632	Combination Signal Support, Type TC-81.22, Design 4	1.00	Each	\$13,619.65	\$13,619.65
632	Combination Signal Support, Type TC-81.22, Design 12	1.00	Each	\$17,979.75	\$17,979.75
632	Pedestal, 8'	12.00	Each	\$1,027.75	\$12,333.00
632	Removal of Traffic Signal Installation, As Per Plan	2.00	Each	\$6,862.50	\$13,725.00
633	Cabinet Foundation	2.00	Each	\$1,448.75	\$2,897.50
633	Controller Work Pad, As Per Plan	2.00	Each	\$1,448.75	\$2,897.50
633	Uninterruptible Power Supply (UPS), 1000 Watt, As Per Plan	2.00	Each	\$8,626.25	\$17,252.50
633	Controller Unit, Type TS2/A2, With Cabinet, Type TS-2, As Per Plan	2.00	Each	\$23,226.75	\$46,453.50
816	Video Detection System, As Per Plan	2.00	Each	\$28,987.50	\$57,975.00
					Total: \$457,654.09

Maintenance of Traffic

\$17,025.00

Item Code	Description	Quantity	Units	Unit Price	Extension
614	Law Enforcement Officer with Patrol Car for Assistance	40.00	Hour	\$90.00	\$3,600.00
614	Maintaining Traffic	1.00	LS	\$13,425.00	\$13,425.00
					Total: \$17,025.00

Incidentals

\$9,631.50

Item Code	Description	Quantity	Units	Unit Price	Extension
623	Construction Layout Staking	1.00	LS	\$6,069.00	\$6,069.00
624	Mobilization	1.00	LS	\$3,562.50	\$3,562.50
					Total: \$9,631.50

BID GUARANTEE AND PERFORMANCE BOND

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

US Utility Contractor Co, Inc.

as Principal and *

Ohio Farmers Insurance Company

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

10%

to undertake the project known as: *

City of Perrysburg 2025 Traffic Signal Improvements

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

\$ (in currency):

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

Bond Percentage

10.00%

Guarantee Method *

Electronic Bid Bond

Electronic Bid Bond		
Bond ID *	Surety Agency *	Verify Bid Bond *
16BE-AF5C-BC2D-4899	SurePath	Bid bond verification has been completed.

Surety State *

Ohio

Principal *

US Utility Contractor Co Inc

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

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

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

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

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

Principal: *

US Utility Contractor Co Inc

By: *

Kathryn A. Chlebowski

Title: *

President

Surety: *

Ohio Farmers Insurance Company

By (Attorney-in-Fact): *

Catherine M. Krueger

Address: *

1 Park Circle Westfield Center, OH 44251

Agent: *

USI Insurance

Address: *

200 N St Clair St, Suite 1400, Toledo, OH 43604

EXPERIENCE STATEMENT

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

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

Response to the above: *

US Utility Contractor Co, has been in business as an electrical contractor since March 1989. We have been located at our corporate headquarters at our corporate headquarters at 3592 Genoa Road, Perrysburg, Ohio since 2003. We have satellite offices in Columbus and Cleveland, Ohio, Boswell Pennsylvania Ida, Michigan. US Utility Contractor Co is an ODOT contractor with prequalified valuation in excess of 10 million. We are signatory with IBEW Local Union 245, 71 and 8. Our employees are union trained. In addition to our electrical contracting company, there are also an equipment rental company and a stamping plant that are mutually owned and operated.

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

Name: *

Kathryn A. Chlebowski

Title: *

President

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

Name: *

N/A

Title: *

N/A

LIST OF SUBCONTRACTORS

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

Name: *

Garcia Surveyors, Inc.

Address: *

1720 Indian Wood Circle Ste E Maumee, OH 43537

Type of Work: *

Construction Layout Stakes & Surveying

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

Name: *

Smith Paving & Excavating
Inc.

Address: *

4426 North Old State Rd Norwalk, OH 44857

Type of Work: *

Concrete

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

Name: *

American Roadway Logistics,
LLC

Address: *

2661 North Barber Rd Norton, OH 44203

Type of Work: *

Roadway & Traffic Control

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

Signed By: *

Kathryn A. Chlebowski

Title *

President

Company *

US Utility Contractor Co Inc

Date *

04-17-2025

NONCOLLUSION AFFIDAVIT

STATE OF: *

Ohio

COUNTY OF: *

Wood

Bid Identification *

City of Perrysburg, 2025 Traffic Signal Improvements

Bidder's Name *

Kathryn A. Chlebowski

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

*

president

Enter response if "other" was selected

of (company name): *

U.S. Utility Contractor Co Inc

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

Signed: *

Kathryn A. Chlebowski

Title: *

President

SUBSTITUTIONS/OPTIONS FORM

Optional: Vendor is not required to complete.

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

No bid

PREVAILING WAGE RESPONSIBILITIES

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

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

Prevailing Wage Determination must be posted on the project site.

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

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

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

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

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

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

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

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

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

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

F. Total deductions

G. Net pay for the pay period

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

Perrysburg Prevailing Wage Coordinator

201 West Indiana Avenue

Perrysburg, OH 43551

(419) 872-7880

dbombrys@ci.perrysburg.oh.us

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

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

Perrysburg Code 252.02(G) Disclosures

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

Yes, 1/7/2019, Columbus office.

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

No

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

Yes

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

Ohio Electrical Contractors License 24800

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

No

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

35 years of experience as US Utility Contractor Co

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

Attached

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

No

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

Brian Supplee, Project Manager - 24 years experience

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

No

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

No

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

Full-time, in house Safety Director. Weekly job inspections, weekly safety talks, daily job site.

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

Yes

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

97

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

Company Name *

US Utility Contractor Co Inc

Signature *

Kathryn A. Chlebowski

Title *

President

Date *

4-17-25

Attachments for Perrysburg Code 252.02(G) Disclosures Listed Above

Name	Omission Terms	Submitted File
Optional: Vendor is not required to complete.		
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	Ohio BWC.pdf
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	Ohio Electric Contractors License.pdf
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	Drug Free Safety Cert..pdf
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	Experience Statement.pdf
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	I am not enclosing this document because the omission terms have been met.
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	I am not enclosing this document because the omission terms have been met.
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	I am not enclosing this document because the omission terms have been met.
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	I am not enclosing this document because the omission terms have been met.
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	I am not enclosing this document because the omission terms have been met.
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	I am not enclosing this document because the omission terms have been met.
14 Required Documents		

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

Required Document List

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

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Res 41-2025

DATE: May 6, 2025



Subject Matter/Background

A Resolution authorizing awarding a bid and agreement with M&M Foamworks, LLC for sidewalk lifting and repair for the 2025 Sidewalk Program.

This project consists of repairing City sidewalks by lifting or grinding any City sidewalk section identified as needing repair, or by fully replacing sections that are beyond the repair specifications. The project has been budgeted at \$200,000. M&M Foamworks will provide these services on an as-needed basis until the project allotment has been exhausted according to the following price schedule:

Sidewalk Lift - \$5.00
Sidewalk Grind - \$5.00
Remove and Replace - \$17.00

Financial Review

Account: 4403-11755-55999

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

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

RESOLUTION 41-2025

A RESOLUTION AWARDING A BID AND AGREEMENT WITH M&M FOAMWORKS, LLC NOT TO EXCEED TWO HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$200,00.00) FOR THE 2025 SIDEWALK PROGRAM; AND DECLARING AN EMERGENCY

WHEREAS, the City of Perrysburg, Ohio solicited general contractor bids for its 2025 Sidewalk program, and the City issued a bid package which contained all relevant specifications and requirements for the program, which acknowledged that the City was authorized to waive minor irregularities in bidding which did not affect the fairness of the process, and pursuant to which the City would accept the lowest and best bid for the required work; and,

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

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

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

WHEREAS, M&M Foamworks, LLC has provided similar work for the City during its 2023 and 2024 Sidewalk Programs; and,

WHEREAS, the cost of the project is Two Hundred Thousand Dollars and Zero Cents (\$200,000.00); and,

WHEREAS, the Service Committee, at its meeting held April 23, 2025, unanimously approved advancement of this Agreement to City Council.

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

SECTION 1. The City Council authorizes the award of the Bid for the sidewalk lifting and repair portion of the 2025 Sidewalk Program to M&M Foamworks, LLC; and, the Mayor and Director of Finance are authorized to execute an Agreement with M&M Foamworks, LLC for the 2025 Sidewalk Program in an amount not to exceed Two Hundred Thousand Dollars and Zero Cents

(\$200,000.00), as outlined in the quote attached hereto and incorporated herein as Exhibit A.

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

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

President of Council

Mayor

PASSED _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR

General Info

Total:

\$27.00

Number	Description
Perrysburg 2025 Sidewalk Program	Perrysburg 2025 Sidewalk Program
Deadline	This project consists of repairing City sidewalks by lifting, leveling or grinding of any City sidewalk section that has been identified in need of repair or fully replacing sections that are beyond the repair specifications.
04/10/2025 02:00 PM EDT	
Vendor	The project will be awarded to the lowest and most responsive bidder based on the Grand Total Price of the Base Bid.
FoamWork Solutions	
Submitted	As part of the 2024 Sidewalk Program approximately 28,920 sf of sidewalk was lifted, 1,440 sf of sidewalk was replaced and 176 lf of sidewalk was ground down.
04/09/2025 09:15 AM EDT	
Signed by	Engineering Estimate for the entire project: \$ 200,000
Jesse Miller Account Holder	Allows zero unit prices and labor
Jesse Miller	Yes
Opened	Allows negative unit prices and labor
04/10/2025 02:00 PM EDT	Yes
By	
bthomas@ci.perrysburg.oh.us	

Ordinance 08-2023 Confirmation Statement

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

Statement #1

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

Statement #2

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

Statement #3

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

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

Statement #1 Answer *

Yes

Statement #2 Answer *

Yes

Statement #3 Answer *

Yes

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

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

Signature *

Jesse Miller

Title *

Owner

Bidder Company Name *

M&M Foamworks, LLC

Date *

3/31/2025

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

Attachment List

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

Scope.pdf (29.8 KB)
Scope of Work

Sidewalk Criteria.pdf (50.4 KB)
Sidewalk Criteria

Legal Advertisement Sidewalk 2025.pdf (62.2 KB)
Legal Advertisement

Insurance Requirements Sidewalks.pdf (57.6 KB)
Insurance Requirements

General Conditions Sidewalks.pdf (138 KB)
General Conditions

Supplemental Specifications Sidewalks.pdf (126 KB)
Supplemental Specifications

Instruction to Bidders Sidewalks.pdf (77.2 KB)
Instruction to Bidders

10_ContractForm_sidewalk 2024.pdf (476 KB)
Contract Form (For Reference Only)

Proposal

BID

Proposal of: *

M&M Foamworks, LLC

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

Ohio

doing business as *

"a corporation"

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

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

Perrysburg 2025 Sidewalk Program

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

two hundred thousand dollars

\$ (in currency): *

\$200,000.00

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

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

The Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to complete the project on/before the date specified. The Bidder further agrees to pay as liquidated damages, the sum of \$1,000 for each consecutive calendar day thereafter as provided in the General Conditions.

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

Addenda #: *

NA

Addenda Date: *

NA

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

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

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

Signature: *

Jesse Miller

Address: *

700 W Boundary Suite A

Title: *

Owner

City, State, Zip: *

Perrysburg, Ohio 43551

Legal Name of Bidder: *

M&M Foamworks LLC

Phone Number: *

(419) 215-5353

Fax Number: *

NA

E-mail Address *

jesse@fwslift.com

Base Bid

\$27.00

Item Code	Description	Quantity	Units	Unit Price	Extension
Alternates are not included in bid total.					
SP	Lift Sidewalk Section	1.00	SF	\$5.00	\$5.00
SP	Grind Sidewalk Section	1.00	SF	\$5.00	\$5.00
SP	Remove and Replace Sidewalk Section	1.00	SF	\$17.00	\$17.00
					Total: \$27.00

BID GUARANTEE AND PERFORMANCE BOND

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

M&M Foamworks LLC

as Principal and *

Arch Insurance Company

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

City of Perrysburg

to undertake the project known as: *

Perrysburg 2025 Sidewalk Program

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

ten percent of the amount bid or

\$ (in currency):

\$20,000.00

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

Bond Percentage

10.00%

Guarantee Method *

Certified Check or Paper Bid
Bond

Certified Check or Paper Bid Bond

Confirmation *

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

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

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

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

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

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

Principal: *

M&M Foamworks LLC

By: *

Jesse Miller

Title: *

Owner

Surety: *

Arch Insurance Company

By (Attorney-in-Fact): *

Gary T Eastman

Address: *

Three Parkway - 1601 Cherry St. Suite 1500 Philadelphia PA 19102

Agent: *

Gary T Eastman

Address: *

Three Parkway - 1601 Cherry St. Suite 1500 Philadelphia PA 19102

EXPERIENCE STATEMENT

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

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

Response to the above: *

Foamworks has a permanent place of business at 700 W. Boundary Suite A, Perrysburg, Ohio 43551. We have completed the City Sidewalk Program for the City of Perrysburg in 2024, 2023, 2022, 2021 and 2020.

Foamworks has the financial means, experience, skills, and equipment need to completed the 2025 City Sidewalk Repair Program.

City of Perrysburg Sidewalk Programs (2024, 2023, 2022, 2021, 2020)

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

Name: *

Jesse Miller

Title: *

Owner

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

Name: *

Thomas McNamee

Title: *

Owner

LIST OF SUBCONTRACTORS

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

Name: *

Varga Custom Concrete, LLC

Address: *

259 S Manor Ct. Oak Harbor, Ohio 43449

Type of Work: *

Concrete Removal and Replacement

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

Signed By: *

Jesse Miller

Title *

Owner

Company *

M&M Foamworks, LLC

Date *

4/6/2025

NONCOLLUSION AFFIDAVIT

STATE OF: *

Ohio

COUNTY OF: *

Wood

Bid Identification *

Perrysburg 2025 Sidewalk Program

Bidder's Name *

M&M Foamworks, LLC

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

*

partner

Enter response if "other" was selected

of (company name): *

Foamworks Concrete Leveling

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

Signed: *

Jesse Miller

Title: *

Owner

SUBSTITUTIONS/OPTIONS FORM

Optional: Vendor is not required to complete.

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

No bid

PREVAILING WAGE RESPONSIBILITIES

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

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

Prevailing Wage Determination must be posted on the project site.

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

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

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

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

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

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

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

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

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

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

F. Total deductions

G. Net pay for the pay period

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

Perrysburg Prevailing Wage Coordinator

201 West Indiana Avenue

Perrysburg, OH 43551

(419) 872-7880

dbombrys@ci.perrysburg.oh.us

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

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

Perrysburg Code 252.02(G) Disclosures

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

No

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

No

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

Yes

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

NA

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

No

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

See Attached

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

See Attached

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

No

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

See Attached

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

No

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

No

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

See Attached

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

No

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

75%

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

Company Name *

M&M Foamworks, LLC

Signature *

Jesse Miller

Title *

Owner

Date *

4/6/2025

Attachments for Perrysburg Code 252.02(G) Disclosures Listed Above

Name	Omission Terms	Submitted File
Optional: Vendor is not required to complete.		
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	I am not enclosing this document because the omission terms have been met.
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	I am not enclosing this document because the omission terms have been met.
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	Workers Comp Cert..pdf
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	I am not enclosing this document because the omission terms have been met.
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	I am not enclosing this document because the omission terms have been met.
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	Work Experience.pdf
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	Work History.pdf
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	I am not enclosing this document because the omission terms have been met.
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	Project Management
14 Required Documents		

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

Required Document List

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

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Resolution 42-2025

DATE: May 6, 2025



Subject Matter/Background

This is a Resolution authorizing the award of the Bid and Agreement to Griffin Pavement Striping, LLC of Fremont, Ohio for the 2025 Pavement Marking Project.

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

The bid for the project was \$117,173.75. The City Engineer is requesting a 10% contingency, leaving the total cost of the project at \$128,891.13.

Financial Review

Account: 2223-71545-53999

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

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

RESOLUTION 42-2025

A RESOLUTION AUTHORIZING THE AWARD OF THE BID AND AGREEMENT WITH GRIFFIN PAVEMENT STRIPING, LLC IN AN AMOUNT NOT TO EXCEED ONE HUNDRED TWENTY-EIGHT THOUSAND EIGHT HUNDRED NINETY-ONE DOLLARS AND THIRTEEN CENTS (\$128,891.13), FOR THE 2025 PAVEMENT MARKING PROJECT; AND DECLARING AN EMERGENCY

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

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

WHEREAS, the City of Perrysburg received three (3) bids and the bid received from Griffin Pavement Striping, LLC of Fremont, Ohio, provided the lowest and best bid for the proposed work, and they have the equipment, expertise, personnel, and knowledge to perform the required work; and

WHEREAS, the cost for the project is One Hundred Seventeen Thousand One Hundred Seventy-Three Dollars and Seventy-Five Cents (\$117,173.75), with the City Engineer requesting a ten percent (10%) contingency, leaving the total cost of the project at an amount not to exceed One Hundred Twenty-Eight Thousand Eight Hundred Ninety-One Dollars and Thirteen Cents (\$128,891.13); and,

WHEREAS, the Service Committee, at its meeting held April 23, 2025, unanimously approved advancement of this Agreement to City Council.

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

SECTION 1. City Council authorizes the award of the Bid to Griffin Pavement Striping, LLC for the 2025 Pavement Marking Project; and the Mayor and Director of Finance are authorized to enter into an Agreement with Griffin Pavement Striping, LLC for the Pavement Marking Project at a cost of One Hundred Seventeen Thousand One Hundred Seventy-Three Dollars and Seventy-Five Cents (\$117,173.75), as outlined in the quote attached hereto and incorporated herein as Exhibit A, and the Mayor and Director of Finance are further authorized to approve all change orders considered necessary to this project in an amount not to exceed ten

percent (10%) for a total project amount not to exceed One Hundred Twenty-Eight Thousand Eight Hundred Ninety-One Dollars and Thirteen Cents (\$128,891.13).

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

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

President of Council

Mayor

PASSED: _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR

General Info

Total:

\$117,173.75

Number	Description
Perrysburg 2025 Pavement Markings	This project will consist of pavement marking in various locations across the City of Perrysburg. Due to fading, the existing pavement markings need new paint to be applied to them. All paint must adhere to the Ohio Manual of Uniform Traffic Control Devices standards.
Deadline	EARLIEST START DATE: June 1, 2025
04/10/2025 02:00 PM EDT	FINAL COMPLETION DATE: July 31, 2025
Vendor	This contract is subject to the provision of State of Ohio, Prevailing Wage Rates. The subsequent contract will require certificates of insurance and may require performance and payment bonds.
Griffin Pavement Striping, LLC	In order to be considered responsive, the contractor and all subcontractors will need to comply with City Ordinance 08-2023 which was passed in April of 2023. A copy of the Ordinance 08-2023 is included in the attachment list.
Submitted	Engineering Estimate for the entire project: \$ 120,000
04/08/2025 10:02 AM EDT	
Signed by	Allows zero unit prices and labor
Bill Sheets Account Holder	Yes
Bill Sheets	Allows negative unit prices and labor
Opened	Yes
04/10/2025 02:01 PM EDT	
By	
bthomas@ci.perrysburg.oh.us	

Ordinance 08-2023 Confirmation Statement

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

Statement #1

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

Statement #2

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

Statement #3

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

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

Statement #1 Answer *

Yes

Statement #2 Answer *

Yes

Statement #3 Answer *

Yes

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

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

Signature *

William Sheets

Title *

Estimator

Bidder Company Name *

Griffin Pavement Striping

Date *

4-2-25

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

Attachment List

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

2025 Pavement Marking Advertisement.pdf (62.1 KB)
Legal Advertisement

2025 Pavement marking Instruction to Bidders.pdf (77.2 KB)
Instruction to Bidders

2025 Pavement Markign General Conditions.pdf (131 KB)
General Conditions

2025 Pavement Marking Supplemental Specifications.pdf (143 KB)
Supplemental Specifications

2025 Pavement Marking Insurance.pdf (79.1 KB)
Insurance Requirements

8_ContractForm_FY21 02.27.24.pdf (476 KB)
Contract Form (For Reference Only)

Proposal

BID

Proposal of: *

Griffin Pavement Striping

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

Ohio

doing business as *

"a corporation"

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

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

Pavement Marking in the City of Perrysburg

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

One Hundred Seventeen Thousand, One Hundred Seventy Three Dollars and Seventy Five Cents

\$ (in currency): *

\$117,173.75

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

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

The Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to complete the project on/before the date specified. The Bidder further agrees to pay as liquidated damages, the sum of \$1,000 for each consecutive calendar day thereafter as provided in the General Conditions.

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

Addenda #: *

N/A

Addenda Date: *

N/A

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

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

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

Signature: *

William Sheets

Address: *

2710 Hayes Ave.

Title: *

Estimator

City, State, Zip: *

Fremont, OH 43420

Legal Name of Bidder: *

Griffin Pavement Striping

Phone Number: *

(419) 332-7009

Fax Number: *

4193322165

E-mail Address *

bsheets@griffinps.com

Base Bid

\$117,173.75

Item Code	Description	Quantity	Units	Unit Price	Extension
Alternates are not included in bid total.					
642	Edge Line	22.37	Miles	\$475.00	\$10,625.75
642	Yellow Edge Line	3.32	Miles	\$475.00	\$1,577.00
642	Lane Line	8.60	Miles	\$400.00	\$3,440.00
642	Center Line	32.23	Miles	\$700.00	\$22,561.00
642	Channelizing Lines	19,800.00	LF	\$0.60	\$11,880.00
642	Transverse Lines	4,667.00	LF	\$2.00	\$9,334.00
642	School Symbol Markings	16.00	Each	\$135.00	\$2,160.00
642	Lane Arrows	375.00	Each	\$40.00	\$15,000.00
642	Dotted Lines	3,300.00	LF	\$1.00	\$3,300.00
642	Railroad Symbol	31.00	Each	\$120.00	\$3,720.00
642	Stop Bar	2,500.00	LF	\$2.00	\$5,000.00
642	24" Crosswalks	12,153.00	LF	\$2.00	\$24,306.00
642	Bike Crossing	2.00	Each	\$100.00	\$200.00
642	Bullnose	170.00	SF	\$2.00	\$340.00
642	Parking Stalls	270.00	LF	\$1.00	\$270.00
642	Handicap Symbol	1.00	Each	\$100.00	\$100.00
642	Sharrow Markings	42.00	Each	\$80.00	\$3,360.00
					Total: \$117,173.75

BID GUARANTEE AND PERFORMANCE BOND

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

Griffin Pavement Striping, LLC 2383 Harrison Rd. Columbus, OH 43204

as Principal and *

XL Specialty Insurance Company

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

April 10th 2025

to undertake the project known as: *

Perrysburg 2025 Pavement Markings

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

\$ (in currency):

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

Bond Percentage

10.00%

Guarantee Method *

Certified Check or Paper Bid
Bond

Certified Check or Paper Bid Bond

Confirmation *

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

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

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

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

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

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

Principal: *

Griffin Pavement Striping LLC

By: *

William Sheets

Title: *

Estimator

Surety: *

XL Specialty Insurance Company

By (Attorney-in-Fact): *

Aaron P. Clark

Address: *

677 Washington Blvd. 10th Floor, Suite 100 Stanford, CT 06901

Agent: *

Lockton Companies

Address: *

3657 Brianpark Dr. Suite 700 Houston TX 77042

EXPERIENCE STATEMENT

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

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

Response to the above: *

Attached

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

Name: *

Chris Warren

Title: *

President

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

Name: *

Shawn Bremer

Title: *

Secretary

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

Name: *

N/A

Title: *

N/A

LIST OF SUBCONTRACTORS

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

Name: *

None

Address: *

N/A

Type of Work: *

N/A

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

Signed By: *

William Sheets

Title *

Estimator

Company *

Griffin Pavement Striping

Date *

4-7-25

NONCOLLUSION AFFIDAVIT

STATE OF: *

Ohio

COUNTY OF: *

Sandusky

Bid Identification *

Perrysburg 2025 Pavement Marking

Bidder's Name *

Griffin Pavement Striping

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

*

other

Enter response if "other" was selected

Estimator

of (company name): *

Griffin Pavement Striping, LLC

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

Signed: *

William Sheets

Title: *

Estimator

SUBSTITUTIONS/OPTIONS FORM

Optional: Vendor is not required to complete.

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

No bid

PREVAILING WAGE RESPONSIBILITIES

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

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

Prevailing Wage Determination must be posted on the project site.

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

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

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

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

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

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

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

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

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

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

F. Total deductions

G. Net pay for the pay period

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

Perrysburg Prevailing Wage Coordinator

201 West Indiana Avenue

Perrysburg, OH 43551

(419) 872-7880

dbombrys@ci.perrysburg.oh.us

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

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

Perrysburg Code 252.02(G) Disclosures

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

None

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

None

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

Yes

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

None

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

None

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

67 years in business, doing striping of various cities and counties in Northwest Ohio

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

City of Bryan Pavement Marking, \$138,780.00, City Engineer, 4196336010, Comp. Date 9-1-25. City of Oregon Pavement Marking 2024, \$75,957.05, City Engineer, 4196987000 Comp. Date 10-11-24.

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

None

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

Over 20 Years of experience for our crew members

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

Ohio

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

No

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

Griffin Pavement Striping has a safety program and is up to date on health administration compliant safety program

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

Yes

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

55%

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

Company Name *

Griffin Pavement Striping

Signature *

William Sheets

Title *

Estimator

Date *

4-8-25

Attachments for Perrysburg Code 252.02(G) Disclosures Listed Above

Name	Omission Terms	Submitted File
Optional: Vendor is not required to complete.		
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	No bid
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	No bid
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	No bid
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	No bid
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	No bid
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	No bid
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	No bid
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	No bid
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	No bid
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	No bid
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	No bid
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	No bid
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	No bid
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	No bid
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	No bid
14 Required Documents		

Required Document List

Name		Omission Terms	Submitted File
Consent of Surety If providing a certified check or paper bid bond in lieu of Electronic Bid Bond		Electronically verifying Bid Bond	Perrysburg Bid Bond.PDF
Miscellaneous Attachment as Needed Miscellaneous Attachment		Omit if Not Needed	COI, Experience Statement, Workers Comp..PDF
2 Required Documents			

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Res 43-2025

DATE: May 6, 2025



Subject Matter/Background

This Resolution provides consent to the Ohio Department of Transportation for resurfacing work to be conducted on US 20 and SR 65 in Sandusky and Wood Counties; including resurfacing approximately 800 ft of SR 65 (E River Rd) which the State shall assume and bear 100% of all of the costs of the improvement. Prior to commencing the project within the City's corporation limits, ODOT requests permission from the legislative authority. The legislation has been prepared by ODOT as part of their required process. Ratified legislation must be returned to ODOT no later than July 1, 2025. For that reason, the Administration is requesting the City Council waive the three reading rule and consider passage as an emergency measure.

The Service Committee considered the legislation at their April 23, 2025 meeting and voted to advance the legislation to City Council as an emergency measure.

Financial Review

Authorization of this legislation has no financial impact to the City.

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

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

PRELIMINARY LEGISLATION

(LPA-ODOT-Let Project Agreement)

(CONSENT)

Resolution # : 43-2025

PID No. : 101291

County/Route/Section : SAN/WOO US 20/65 0.00/19.40 Res

The following is a Resolution enacted by the City of Perrysburg of Wood County, Ohio, hereinafter referred to as the Local Public Agency (LPA).

SECTION I – Project Description

WHEREAS, the STATE has determined the need for the described project:

Resurface US 20 and SR 65 in Sandusky and Wood Counties; perform necessary related work, including resurfacing approximately 800 ft of SR 65 (E River Rd) one which half of the roadway is within the City of Perrysburg.

NOW THEREFORE, be it resolved by the City of Perryburg of Wood County, Ohio.

SECTION II – Consent Statement

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project.

SECTION III – Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the development and construction of the above described project and shall enter into a LPA Federal ODOT Let Project Agreement, if applicable, as well as any other agreements necessary to develop and construct the Project.

The State shall assume and bear 100% of all of the costs of the improvement.

The LPA agrees to pay 100% of the cost of those features requested by the LPA which are determined by the State and Federal Highway Administration to be unnecessary for the Project. No such features have been identified to date.

SECTION IV Authority to Sign

The LPA hereby authorizes City Engineer of said City of Perrysburg to enter into and execute contracts with the Director of Transportation which are necessary to develop plans for and to complete the above-described project; and to execute contracts with ODOT pre-qualified consultants for the preliminary engineering phase of the Project.

Upon request of ODOT, the City Engineer is also empowered to execute any appropriate documents to affect the assignment of all rights, title, and interests of the City of Perrysburg to ODOT arising from any agreement with its consultant in order to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

SECTION V – Utilities and Right-of-Way Statement

The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.

The LPA agrees that all utility accommodation, relocation and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

SECTION VI – Maintenance

Upon completion of the Project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the Project in accordance with all applicable State and Federal law, including, but not limited to, Title 23, U.S.C., Section 116; (2) provide ample financial provisions, as necessary, for the maintenance of the Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

SECTION VII-Emergency measure

The Resolution is hereby declared to be an emergency measure to expedite the highway project and to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2_____.
(Date)

Attested: _____
(Clerk)

Approved: _____

Timothy W. Effler
LAW DIRECTOR

Mayor

President of Council

**CERTIFICATE OF COPY
STATE OF OHIO**

City of Perrysburg of Wood County, Ohio

I, _____, as Clerk of the City of Perrysburg of Wood County, Ohio, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted by the legislative Authority of the said City of Perrysburg on the _____ day of _____, 2025.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable, this _____ day of _____ 2025.

SEAL

(Clerk)

City of Perrysburg of Wood County, Ohio

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Resolution 44-2025

DATE: May 6, 2025



Subject Matter/Background

The City of Perrysburg, Ohio is in need of design services for three (3) Multi Use Paths (MUPs). The City received five (5) submittals were received, evaluated, and ranked. DGL Consulting Engineers, LLC was the top ranked firm, selected as the most qualified based upon the firm's experience and professional expertise and the total price for the design work is One Hundred Seventy-Six Thousand Seven Hundred Thirteen Dollars and Zero Cents (\$176,713.00).

This Resolution authorizes the Mayor and Director of Finance to enter into an agreement with DGL Consulting Engineers, LLC to design three (3) Multi Use Paths (MUPs), at a price not to One Hundred Seventy-Six Thousand Seven Hundred Thirteen Dollars and Zero Cents (\$176,713.00).

Financial Review

Account: 4403-11755-55999

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

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

RESOLUTION 44-2025

A RESOLUTION ACCEPTING THE PROPOSAL AND AUTHORIZING AN AGREEMENT WITH DGL CONSULTING ENGINEERS, LLC IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SEVENTY-SIX THOUSAND SEVEN HUNDRED THIRTEEN DOLLARS AND ZERO CENTS (\$176,713.00) FOR DESIGN SERVICES FOR THREE (3) MULTI USE PATHS; AND DECLARING AN EMERGENCY

WHEREAS, the City of Perrysburg is in need of design services for three (3) Multi Use Paths (MUPs); and,

WHEREAS, a Request for Qualifications (RFQ) was issued, with responses due by March 7, 2025, for a firm for the project. Five (5) submittals were received, evaluated, and ranked and DGL Consulting Engineers, LLC 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 design services is expected to be One Hundred Seventy-Six Thousand Seven Hundred Thirteen Dollars and Zero Cents (\$176,713.00); and,

WHEREAS, at its April 23, 2025 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 DGL Consulting Engineers, LLC in an amount not to exceed One Hundred Seventy-Six Thousand Seven Hundred Thirteen Dollars and Zero Cents (\$176,713.00) for design services for three (3) Multi Use Paths, 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



*PROVIDING
CIVIL ENGINEERING
SOLUTIONS SINCE 1926*

TRANSPORTATION

TRAFFIC / SAFETY

FACILITY / SITE
DEVELOPMENT

SURVEY

CONSTRUCTION
SERVICES

April 14, 2025

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

Re: City of Perrysburg MUP Extensions and PHB installations fee proposal

Dear Mr. Thomas:

Please accept this fee proposal as DGL Consulting Engineers' (DGL) response to your request. The Scope of Services provided is based on the original SOQ and the scoping meeting held on 4/1/2025.

Please contact me directly should you have any questions related to the material included herein.

Sincerely,

DGL Consulting Engineers, LLC

Amy Zimmerman, PE
Principal | Senior Project Manager

T: 419.535.1015 | C: 419.283.4643 | E: azimmerman@dgl-ltd.com
3455 Briarfield Blvd, Suite E | Maumee, Ohio 43537

Maumee, Ohio
419.535.1015

Dublin, Ohio
614.356.7150

Independence, Ohio
440.387.4113

Port Clinton, Ohio
419.635.7541

Wauseon, Ohio
419.330.1360

dgl.ltd.com

DBE | SBE | LDBE | EBE

An Agreement for the Provision of Limited Professional Services

DGL Consulting Engineers, LLC (DGL) 3455 Briarfield Blvd., Suite E Maumee, Ohio 43537 P: 419.535.1015		Client: City of Perrysburg 127 West Fifth Street Perrysburg, Ohio 43551	
Project Name City of Perrysburg MUP Extensions and PHB installations fee proposal			
Proposal/Project No.:			
Location			
Scope of Services <i>See Scope of Services Attachment for definitions</i>			
Fee Arrangement <i>See Scope of Services Attachment for additional information</i>			
Survey		\$28,333.00	
Preliminary Engineering		\$70,067.00	
Final Engineering		\$78,313.00	
Total		\$176,713.00	
Retainer Amounts		\$00.00 due with signed contract.	
<i>Note: DGL can accept credit card payments with an additional 3% service fee.</i>			
Special Conditions			
Offered by: DGL Consulting Engineers, LLC		Accepted by: City of Perrysburg	
Signature Amy Zimmerman, PE/ Principal Senior Project Manager		Signature	Date
Printed Name / Title		Printed Name / Title <i>Signature indicates the authority to bind the company to the terms herein</i>	

The Terms and Conditions at the end of this price proposal are part of this Agreement.

Scope of Services

Background

This project involves design and plan development of the MUP at three locations with two including pedestrian hybrid beacons (PHB). One of the MUP extension locations will begin at the existing crosswalk in the NE quadrant of the SR 65 and Fort Meigs Road intersection and continue along the Fort Meigs Site property along SR 65 to the existing MUP, approximately 1200' to the East. The second location begins at the existing MUP south of Rivercrest Park and continues North along Fort Meigs Road, replacing the existing sidewalk and utilizing the existing footprint until it terminates at the SW quadrant of the Fort Meigs Road and Eckel Junction Road intersection. This improvement is approximately 1400' long and includes a PHB at Rotary Park. The third improvement is an extension of the MUP that ends at the Hull Prairie Intermediate School south along Hull Prairie Road, ending at Old Dover Road. This improvement is approximately 1000' long and includes a PHB at Olde Trail Drive.

Scope of Work

Upon authorization, we will immediately notify OUPS and activate field survey activities. A topographic survey will be performed to map the project area. Drive profiles and cross sections every 50 feet along the path or as needed to accurately delineate the ground surface. Cross sections will extend outside the right-of-way as needed to make sure the design matches the existing surface. Research will be performed in order to locate the existing right of way and property lines to determine the location of the proposed path and any possible impacts.

DGL will work with the City, providing alternative layouts and present recommendations during the preliminary stage of the project. All the MUP extensions will follow the ODOT MDG and will be 11 feet wide or match the existing width of the path it is connecting to. The paths will be designed utilizing the standards and guidelines set in the ODOT MDG while maintaining existing drainage patterns where possible and reducing right of way and utility impacts. The pavement section in the City of Perrysburg code for Bike Path / Multi-Use Non Vehicular is 10" of 304 Aggregate Base, 1-3/4" Intermediate Course and 1-1/4" Surface Course.

The Pedestrian Hybrid Beacons (PHBs) will be located along Fort Meigs Road at Rotary Park and along Hull Prairie Road at Olde Trail Drive. DGL will provide a pole layout plan showing the proposed locations of the PHBs during the preliminary stage of the project. Once the layout is confirmed, DGL will prepare the remaining signal plans for construction. It is anticipated that a two pole layout will be designed at each location using standard ODOT signal poles. In the scoping meeting, it was mentioned that a PHB at the Fort Meigs site may be submitted for safety funding. DGL can provide a fee for this PHB design if the project is awarded.

If Authorized Work

Once the preliminary design is complete, DGL will determine if proposed right of way plan development is necessary. If this is the case, we will discuss with the City and submit a modification for these services.

If it is determined that that a third PHB at the Fort Meigs site is wanted, DGL can submit a modification for the design.