



**CITY OF PERRYSBURG
CITY COUNCIL
AGENDA**

September 16, 2025

1. Call to Order - 6:30 PM
2. Roll Call
3. Pledge of Allegiance
4. Minutes of Council Meeting of September 2, 2025
5. Special Reports
 - a. 2023 Firefighter of the Year
 - b. 2024 Police Officer of the Year
 - c. 2024 Civilian Police Employee of the Year
6. Letters, Communications, and Citizens Communications
7. Administrative Reports
 - a. Mayor
 - b. City Administrator
 - c. Finance Director
 - d. Law Director

Request for an Executive Session to Discuss Pending Court Action

8. President of Council Report
9. Committee Reports

a. Finance & Economic Development

Ordinance# 108-2025

AN ORDINANCE AMENDING ORDINANCE 68-2024 TO AMEND APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES FOR THE YEAR ENDING DECEMBER 31, 2025; AND DECLARING AN EMERGENCY

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

Resolution# 77-2025

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

Recommendation to Suspend the Rules,

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

Resolution# 78-2025

A RESOLUTION AMENDING RESOLUTION 66-2025 AND AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AN AGREEMENT WITH RINGCENTRAL, INC., THROUGH ITS AGENT AVAYA LLC, FOR SERVICES NECESSARY TO COMPLETE THE INSTALLATION OF A NEW PHONE SYSTEM IN MUNICIPAL BUILDINGS; AND DECLARING AN EMERGENCY

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

Resolution# 79-2025

A RESOLUTION TO APPROVE THEN AND NOW CERTIFICATES IN THE AMOUNT OF NINE THOUSAND SEVEN HUNDRED NINETY-FIVE DOLLARS AND SEVENTY-NINE CENTS (\$9,795.79), AS ATTACHED IN EXHIBIT A, FOR THE CITY OF PERRYSBURG; AND DECLARING AN EMERGENCY

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

Resolution# 80-2025

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ACCEPT THE MATERIAL TERMS OF THE NEW NATIONAL OPIOID SETTLEMENT TO RESOLVE OPIOID LITIGATION AGAINST PURDUE PHARMA L.P. AND THE SACKLER FAMILY AND TO COMPLETE NECESSARY FORMS FOR THE SETTLEMENT; AND DECLARING AN EMERGENCY

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

Resolution# 81-2025

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ACCEPT THE MATERIAL TERMS OF THE NEW NATIONAL OPIOID SETTLEMENT TO RESOLVE OPIOID LITIGATION AGAINST SECONDARY MANUFACTURERS AND TO COMPLETE NECESSARY FORMS FOR THE SETTLEMENT; AND DECLARING AN EMERGENCY

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

Resolution# 82-2025

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT THE DONATION OF A STATUE OF AL RAVA FROM THE PERRYSBURG SCHOOLS FOUNDATION TO BE PLACED AT MUNICIPAL PARK NEAR THE AL RAVA TENNIS COURTS; AND DECLARING AN EMERGENCY

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

Resolution# 83-2025

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT THE DONATION OF SAND FROM STONECO TO BE UTILIZED IN THE SAND VOLLEYBALL COURTS AT RIVERCREST PARK; AND DECLARING AN EMERGENCY

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

Resolution# 84-2025

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT THE DONATION OF DELIVERY SERVICES FROM S&H HAULING, LLC FOR THE SAND VOLLEYBALL COURTS AT RIVERCREST PARK; AND DECLARING AN EMERGENCY

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

Resolution# 85-2025

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT THE DONATION OF STONE FROM CARDINAL AGGREGATES, INC. TO BE UTILIZED IN THE SAND VOLLEYBALL COURTS AT RIVERCREST PARK; AND DECLARING AN EMERGENCY

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

b. Safety

Ordinance# 99-2025

AN ORDINANCE AMENDING PERRYSBURG CODIFIED ORDINANCE CHAPTER 813

2nd Reading, no vote required

c. Recreation

d. Planning & Zoning

e. Personnel

f. Public Utilities

Resolution# 86-2025

A RESOLUTION AUTHORIZING A PURCHASE AGREEMENT WITH MURPHY TRACTOR AND EQUIPMENT CO. FOR THE PURCHASE OF A JOHN DEERE 524 P-TIER WHEEL LOADER FOR THE DEPARTMENT OF PUBLIC UTILITIES IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SEVENTY-FOUR THOUSAND FOUR HUNDRED SEVENTY-EIGHT DOLLARS AND FOURTEEN CENTS (\$174,478.14), AS WELL AS

ALLOWING THE TRADE-IN OF EQUIPMENT NO LONGER NEEDED FOR MUNICIPAL PURPOSES; AND DECLARING AN EMERGENCY

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

g. Service

Resolution# 87-2025

A RESOLUTION ACCEPTING THE PROPOSAL AND AUTHORIZING AN AGREEMENT WITH THE COLLABORATIVE INC. IN AN AMOUNT NOT TO EXCEED ONE MILLION TWO HUNDRED SIXTY THOUSAND NINE HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$1,260,950.00) FOR ARCHITECTURAL AND DESIGN SERVICES RELATED TO THE RENOVATION OF CERTAIN MUNICIPAL FACILITIES; AND DECLARING AN EMERGENCY

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

10. Other Business

11. Adjournment

12. Swearing in: Christopher A. Sargent, Police Chief

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Ordinance 108-2025

DATE: September 16, 2025



Subject Matter/Background

Throughout the year, budget amendments may be necessary to move appropriations from one account to another or to request additional funding. While monitoring the budget through September 2025 it was found that certain modifications need to be made.

These modifications can be found in Exhibit A.

Financial Review

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

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

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

ORDINANCE 108-2025

AN ORDINANCE AMENDING ORDINANCE 68-2024 TO AMEND APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES FOR THE YEAR ENDING DECEMBER 31, 2025; AND DECLARING AN EMERGENCY

WHEREAS, to provide for current expenses and other expenditures for the fiscal year ending December 31, 2025, the City of Perrysburg, Ohio, approved the 2025 city budget pursuant to Ordinance 68-2024 and subsequently amended by Ordinance 1-2025, Ordinance 68-2025, Ordinance 88-2025, Ordinance 93-2025, Ordinance 98-2025, Ordinance 104-2025 and Ordinance 105-2025; and,

WHEREAS, it has been determined by the Mayor and Director of Finance that certain amendments should be made to the revenues, expenditures, and appropriations described in the approved 2025 budget for the City of Perrysburg, Wood County, Ohio; and,

WHEREAS, in order to reflect appropriate adjustments to the budget and otherwise provide for necessary appropriations, it is reasonable and appropriate to amend Ordinance 68-2024.

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

SECTION 1. To provide for current expenses and other expenditures for the City of Perrysburg, Ohio, during the fiscal year ending December 31, 2025, sums are set aside and appropriated as stated in Exhibit A attached hereto.

SECTION 2. To the extent the sums set aside and appropriated as stated in Exhibit A change those stated in Ordinance 68-2024, that Ordinance is amended.

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

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

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

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

President of Council

Mayor

PASSED: _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR

Budget Amendments - September Finance Committee 2025

Department	Account	Description	Amount
Special Disbursements	1110-11761-59900	Transfers - Out (Additional Transfer to Capital Fund for Building Reno)	\$ 750,000.00
Human Resources	1110-11005-53215	Communication/Technical Services (Governmentjobs.com)	\$ 9,795.79
City Wide	4403-11755-55999	Other - Capital Outlay (Building Renovations Architectural Services)	\$ 1,260,950.00
City Wide	4403-11755-55999	Other - Capital Outlay (Five Point Rd. Resurfacing Additional Funds)	\$ 15,000.00
Court - Special Projects	2241-11720-50201	Employees Full Time Wages (FTW)	\$ 2,800.00
Court - Special Projects	2241-11720-51010	OPERS	\$ 400.00
Court - Special Projects	2241-11720-51030	Medicare	\$ 50.00
Public Utilities	5401-61814-55299	Equipment and Furniture >\$10k (Front End Loader)	\$ 87,239.07
Public Utilities	5402-61826-55299	Equipment and Furniture >\$10k (Front End Loader)	\$ 87,239.07
			\$ 2,213,473.93

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Resolution 77-2025

DATE: September 16, 2024



Subject Matter/Background

This Resolution accepts the budget amounts determined by the Wood County Budget Commission for revenues for the budget year beginning January 1, 2026. City Council authorized in Resolution 54-2025 the submission of estimated revenues to the Budget Commission. Wood County prepared the updated estimates attached as Exhibit A based on the amounts calculated inside and outside the 10 mill limitations. This annual legislation provides estimated revenue amounts that will then be incorporated into the 2026 budget process.

Financial Review

This will have a financial impact on the City.

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

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

RESOLUTION 77-2025

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

WHEREAS, pursuant to Resolution 54-2025, the City Council for the City of Perrysburg, Wood County, Ohio, adopted a Revenue Estimate for the next succeeding fiscal year, which commences on January 1, 2026; and,

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

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

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

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

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

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

SECTION 5. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Perrysburg, Wood County, Ohio, in order to ensure that the necessary tax amounts and rates are effective at the earliest possible date, and shall be in full force and effect from and immediately after its passage and approval by the Mayor.

President of Council

Mayor

PASSED: _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR

SCHEDULE A

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

PERRYSBURG CITY	AMOUNT APPROVED BY BUDGET COMM. INSIDE 10 MILL LIMITATION	AMT TO BE DERIVED FROM LEVIES OUTSIDE 10 MILL LIMITATION	COUNTY AUDITOR EST. OF TAX RATE LEVIED	
			INSIDE 10 MILL LIMIT	OUTSIDE 10 MILL LIMIT
	Column 2	Column 3		
FT MEIGS CEMETERY**	331,882.07		0.32	
PUBLIC TRANSPORTATION	-	556,832.31		0.80
GENERAL FUND	1,949,807.14		1.88	
LIBRARY BOND		-		-
GARBAGE & REFUSE		853,347.77		1.00
PARK LAND ACQU & DEV				
POLICE PENSION (charter)	414,852.58	466,709.16	0.40	0.45
FIRE PENSION (charter)	207,426.29	622,278.88	0.20	0.60
TOTAL	2,903,968.08	2,499,168.12	2.80	2.85

SCHEDULE B

Levies outside 10 mill limitation, Exclusive of Debt Levies

GENERAL FUND	MAXIMUM RATE AUTHORIZED TO BE LEVIED	AUDITOR'S ESTIMATE OF YIELD OF LEVY
Levy Authorized by voters on _____ for not to exceed _____ years.		
Levy Authorized by voters on _____ for not to exceed _____ years.		
Levy Authorized by voters on _____ for not to exceed _____ years.		
Levy Authorized by voters on _____ for not to exceed _____ years.		
Levy Authorized by voters on _____ for not to exceed _____ years.		
Levy Authorized by voters on _____ for not to exceed _____ years.		
PUBLIC TRANSPORT Levy Authorized by voters on 11/7/23 for not to exceed 5 years. 2023-2027	0.80	556,832.34
REFUSE Levy Authorized by voters on 11/7/23 for not to exceed 2 years. 2023-2024	1.00	1,036,560.00
Levy Authorized by voters on _____ for not to exceed _____ years.	-	-
SUBJECT TO VOTE		

and be it further

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

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

Adopted the _____ day of _____, 20_____.

_____ Clerk, City of _____

Wood County, Ohio

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

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

The Council of the Village/City of _____ Wood County, Ohio, met in
(regular or special) session on the _____ day of _____, 2025 at the office of
_____ with the following members present:

_____ moved the adoption of the following Resolution:

WHEREAS, This Council in accordance with the provisions of law has previously adopted a Revenue Estimate for the next succeeding fiscal year commencing **January 1st, 2026** and

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

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

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

CERTIFICATE OF COPY

Original on File

The State of Ohio, Wood County, ss.

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

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

WITNESS my signature, this _____ day of _____, 2025.

Clerk of Council

Village/City
Wood County, Ohio

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Resolution 78-2025

DATE: September 16, 2025



Subject Matter/Background

On August 5, 2025, the City of Perrysburg, Ohio passed Resolution 66-2025 authorizing the Mayor and Director of Finance to enter into an agreement with Tyten Technologies Inc. for the installation of a new phone system in the municipal buildings.

The previous breakdown of the estimated cost was One Hundred Sixty-Three Thousand Nine Hundred Twenty-Five Dollars and Fifty Cents (\$163,925.50).

Due to monthly recurring services provided by RingCentral, Inc., through its agent, Avaya LLC, that are necessary for the function of the phones, it has been requested to amend Resolution 66-2025 for an additional contractual agreement to be executed between the City and RingCentral, Inc., through its agent, Avaya LLC, at no additional cost.

This Resolution authorizes the Mayor and Director of Finance to enter into an additional contractual agreement to be executed between the City and RingCentral, Inc., through its agent, Avaya LLC for the necessary monthly recurring services.

Financial Review

Accounts: 1110-11755-53215 and 1110-11755-54199

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 78-2025

**A RESOLUTION AMENDING RESOLUTION 66-2025 AND
AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO
ENTER INTO AN AGREEMENT WITH RINGCENTRAL, INC.,
THROUGH ITS AGENT AVAYA LLC, FOR SERVICES NECESSARY
TO COMPLETE THE INSTALLATION OF A NEW PHONE SYSTEM
IN MUNICIPAL BUILDINGS; AND DECLARING AN EMERGENCY**

WHEREAS, through Resolution 66-2025, City Council awarding a bid and agreement to Tyten Technologies Inc. in an amount not to exceed One Hundred Sixty-Three Thousand Nine Hundred Twenty-Five Dollars and Fifty Cents (\$163,925.50) for the installation of a new phone system in municipal buildings; and,

WHEREAS, included in Tyten Technologies Inc. bid were monthly recurring services provided by RingCentral, Inc., through its agent, Avaya LLC; and,

WHEREAS, the services provided by RingCentral Inc., necessitate an additional contractual agreement to be executed between the City and RingCentral, Inc., through its agent, Avaya LLC; and,

WHEREAS, there is no additional cost associated with this additional agreement, as the service costs were included in Resolution 66-2025 and the initial bid award.

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

SECTION 1. The Council hereby authorizes the Mayor and Director of Finance to enter into an additional contractual agreement with RingCentral, Inc., through its agent, Avaya LLC., for the services necessary to complete the installation of the new phone system in municipal buildings, 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 permit the City to meet the necessary timelines to complete the project 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

INITIAL ORDER FORM

This Initial Order Form is a binding agreement between RingCentral, Inc. (“**RingCentral**”), through its agent Avaya LLC (“**Avaya**”), and **City of Perrysburg** (“**Customer**” or “**You**”) (together the “**Parties**”), for the purchase of the Services, licenses, and products listed herein. This Initial Order Form is subject to and incorporates the terms and conditions of: (i) the separate written agreement, executed by the Parties governing the purchase of the Services described in this Order Form, or (ii) the RingCentral Online Terms of Service available at <https://www.ringcentral.com/legal/eulatos.html>, if there is no written agreement in place (hereinafter (i) and (ii) referred to as the “**Agreement**”). Capitalized terms not defined herein shall have the same meanings as set forth in the applicable Agreement between the Parties. Unless agreed by both Parties in writing, any terms or conditions set forth in a Customer-issued purchase order or ordering document shall not apply. Avaya represents that it has the authority as RingCentral's agent to bind RingCentral to this Order Form.

Customer

City of Perrysburg

201 W Indiana Ave
Perrysburg, Ohio 43551
United States

Amber Rathburn
419-872-8030
arathburn@perrysburgoh.gov

Service Provider

RingCentral, Inc.

20 Davis Drive
Belmont, CA 94002
United States

Service Commitment Period

Start Date: August 8, 2025

Initial Term: 36 Months

Renewal Term: 12 Months

Payment Schedule: Monthly

Avaya Cloud Office Services

Recurring Services			
Summary of Service	Qty	Rate	Subtotal
DigitalLine Unlimited Advanced	168	\$10.00	\$1,680.00
DigitalLine Unlimited Advanced		\$5.50	
Compliance and Administrative Cost Recovery Fee		\$3.50	
e911 Service Fee		\$1.00	
DigitalLine Basic	36	\$6.50	\$234.00
DigitalLine Basic		\$2.00	
Compliance and Administrative Cost Recovery Fee		\$3.50	
e911 Service Fee		\$1.00	
Additional Local Number	3	\$1.00	\$3.00
Monthly Recurring Services*			\$1,917.00

Total Initial Amount

\$1,917.00

*Amounts are exclusive of applicable Taxes, Fees, and Shipping Charges.

Cost Center Billing

For customers with cost center billing, it is the customer's responsibility to provide cost center allocation information to the Avaya invoice billing team at least 10 days prior to the issuance of the invoice. After the information is received, it will be reflected on future invoices, but will not be adjusted retroactively on past invoices. If purchasing additional services through the administrative portal, it is the customer's responsibility to assign cost centers at the time of purchase; otherwise, those services will not be allocated by cost center on the next invoice. Please note that cost center allocation is not available for certain items, such as minute bundles and credit memos. For additional questions, please contact the ACO invoice billing team at acobilling@avaya.com.

Free Services Amount

Customer will receive 5,751.00 US Dollars (the "**Free Service Amount**"), which will be applied against charges for the recurring Services set forth in this Order Form and any applicable taxes and fees associated with those Services invoiced by RingCentral. The Free Service Amount is non-transferable and non-refundable and will expire upon termination of this Order Form. The Customer will be responsible for paying for any additional services and products ordered, and any applicable associated taxes and fees.

Customer Reference. Customer may promote their use of RingCentral services and agrees that RingCentral may identify customer as a user of the services. All press releases or quotes regarding Customer's use of service will be pre-approved by Customer, which consent will not be unreasonably withheld.

Add-on Services. Customer is responsible for reviewing additional terms and conditions that may apply to RingCentral add-on services (where available) and certain Advanced Support Services listed on this order form, and which are available at <https://www.ringcentral.com/legal/add-on-services.html>.

IN WITNESS WHEREOF, the Parties have executed this Initial Order Form above through their duly authorized representatives.

Customer

City of Perrysburg

For and on behalf of

RingCentral, Inc.

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

MASTER SERVICES AGREEMENT

This Master Services Agreement is effective as of the date of last signature ("**Effective Date**") and made between:

City of Perrysburg ("Customer")

Address:

201 W Indiana Ave
Perrysburg, Ohio 43551

RingCentral, Inc. ("RingCentral")

Address:

20 Davis Drive
Belmont, CA 94002

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

RingCentral is entering into this Agreement through its agent Avaya LLC ("Avaya"). RingCentral and Customer are together referred to as the "Parties" and, along with Avaya for the purposes of the section titled "Authority" below, each individually as a "Party."

1. The Master Services Agreement ("**Agreement**") consists of the terms and conditions contained herein, and any Service Attachments applicable to Customer's Services, and any other Attachments agreed by the Parties, are incorporated into and form a part of this Agreement.

Exhibit A – Definitions

Attachment A – Avaya Cloud Office Services

THE PARTIES AGREE AS FOLLOWS:

2. Ordering and Term

- A. Ordering Services.** Customer may order the Services set forth in the relevant Attachments, attached hereto, by executing an Order Form in the format provided by RingCentral. Customer must submit the Order Form to RingCentral either in writing or electronically via the Administrative Portal. The Order Form will identify the Services requested by Customer together with: (i) the price for each Service; (ii) scheduled Start Date; (iii) and products rented, licensed, or sold to Customer, if any. An Order Form will become binding when it is executed by the Customer and accepted by RingCentral. RingCentral may accept an Order Form by commencing performance of the requested Services. The Services and invoicing for those Services will begin on the Start Date, as identified in the applicable Order Form or on the day Services are ordered via the Administrative Portal. Customer may purchase additional Services, software, and equipment via the Administrative Portal or by executing additional Order Forms.
- B. Equipment.** Subject to availability based on brand and Customer location, Customer may purchase or rent equipment from RingCentral for use with the Services. The terms and conditions that govern any such transaction can be found at:

- i. Purchase: <http://www.ringcentral.com/legal/ringcentral-hardware-terms-conditions.html>;
- ii. Rental: <http://www.ringcentral.com/legal/lease-rental.html>, and
- iii. Device as a Services: <https://www.ringcentral.com/legal/daas-agreement.html>.

C. Term of this Agreement. The Term of this Agreement will commence on the Effective Date and continue until the last Order Form is terminated or expires, unless terminated earlier in accordance with its terms.

D. Services Term. The Services Term will begin on the Start Date of the initial Order Form and continue for the initial term set forth in the initial Order Form ("Initial Term"). Upon expiration of the Initial Term, unless otherwise set forth in the Order Form, the term recurring Services will automatically renew for successive periods as set forth in the initial Order Form (each a "Renewal Term") unless either Party gives notice of non-renewal at least thirty (30) days before the expiration of the Initial Term or the then-current Renewal Term. The Term of any recurring Services added to your Account after the initial Order Form is executed will start on the Start Date in the applicable Order Form, will run coterminously with the then-current Term of any preexisting Services unless otherwise extended in the applicable Order Form, and will be invoiced on the same billing cycles as the preexisting Services.

3. Invoicing and Payment

A. Prices and Charges. All prices are identified in US dollars on the Administrative Portal or in the applicable Order Form unless otherwise agreed by the Parties. Additional charges may result if Customer activates additional features, exceeds usage thresholds, or purchases additional Services or equipment. Customer will be liable for all charges resulting from use of the Services on its Account. Unless otherwise agreed between the Parties, recurring charges (such as charges for Digital Lines, product licenses, minute bundles, and equipment rental fees) for the Services begin on the Start Date identified in the Administrative Portal or in the applicable Order Form and will remain in effect for the Initial Term (as described in an Order Form) or, if applicable, the then-current Renewal Term. RingCentral will provide notice of any proposed increase in such charges no later than sixty (60) days before the end of the Initial Term or then-current Renewal Term, and any such increase will be effective on the first day of the next Renewal Term. Administrative Fees that RingCentral is entitled to pass on to its customers as a surcharge pursuant to applicable Law may be increased on thirty (30) days' written notice. Outbound calling rates will be applied based on the rate in effect at the time of use. Customer may locate the currently effective rates in the Administrative Portal.

B. Invoicing and Payment. Invoices will be issued in accordance with the payment terms set forth in the Order Form. If Customer chooses to pay by credit or debit card, by providing a valid credit or debit card, Customer is expressly authorizing all Services and equipment charges and fees to be charged to such payment card, including recurring payments billed on a monthly or annual basis. In addition, Customer's provided credit card shall be used for any in-month purchases of additional services and products, or where Customer has exceeded usage or threshold limits, any overage charges. Unless otherwise stated in the applicable Order Form, recurring charges are invoiced in advance in the frequency set forth in the Order Form, and usage-based and onetime charges are billed monthly in arrears. Customer shall make payment in full, without deduction or set-off, within thirty (30) days of the invoice date. Any payment not made when due may be subject to a late payment fee equivalent to the lesser of (i) one and a half percent (1.5%) per month or (ii) if applicable, the highest rate allowed by Law. In no event may payment be subject to delays due to Customer internal purchase order process.

C. Taxes. All rates, fees, and charges are exclusive of applicable Taxes, for which Customer is solely responsible. Taxes may vary based on jurisdiction and the Services provided. If any withholding tax is levied on the payments, then Customer must increase the sums paid to RingCentral so that the amount received by RingCentral after the withholding tax is deducted is the full amount RingCentral would have received if no withholding or deduction had been made. If Customer is a tax-exempt entity, tax exemption will take effect upon provision to and validation by RingCentral of certificate of tax exemption.

D. Billing Disputes. If a Customer reasonably and in good faith disputes any portion of RingCentral's invoice, it must provide written notice to RingCentral within thirty (30) days of the invoice date, identifying the reason for the dispute and the amount being disputed. Customer's dispute as to any portion of the invoice will not excuse Customer's obligation to timely pay the undisputed portion of the invoice. Upon resolution, Customer must pay any validly invoiced unpaid amounts within thirty (30) days. Any amounts that are found to be in error resulting in an overpayment by the Customer will be applied as a billing credit against future invoices. Customer will be reimbursed any outstanding billing credits at the expiration or termination of this Agreement.

4. Provision of the Service

A. General Terms. RingCentral will provide the Services as described in the relevant Service Attachment. RingCentral may enhance, replace, and/or change the features of the Services, but it will not materially reduce the core features, functions, or security of the Services during the Term without Customer's consent.

B. Customer Care

- i. Customer must provide Helpdesk Support to Customer's End Users. RingCentral may require Customer's Helpdesk Support personnel to complete a designated series of training courses on RingCentral's Services. Such training will be provided to Customer online in English at no cost.
- ii. RingCentral will make remote support available to Customer's Helpdesk Support personnel and/or Account Administrators

via the Customer Care call center, which will be available 24/7, to attempt to resolve technical issues with, and answer questions regarding the use of the Services. Unless otherwise agreed by the parties, Customer Care support will be provided in English, and onsite and implementation services are not included in the Customer Care support.

- iii. Customer may open a case with Customer Care following the process in place at the time. Any individual contacting Customer Care on behalf of Customer must be authorized to do so on behalf of the Account and will be required to follow applicable authentication protocols.

- C. **Professional Services.** RingCentral offers a broad portfolio of professional services that includes onsite and remote implementation services; extended enterprise services including premium technical support; and consulting. Any such services are governed by this Agreement, the Professional Services terms, and any applicable Statement of Work (SOW), which may be attached hereto.
- D. **Managed Services.** Customer may purchase Managed Services from RingCentral for use with the Services. The terms and conditions that govern the Managed Services can be found at: <https://www.ringcentral.com/legal/managed-services-attachment.html>.
- E. **Subcontracting.** RingCentral may provide any of the Services hereunder through any of its Affiliates or subcontractors, provided that RingCentral will bear the same degree of responsibility for acts and omissions for those subcontractors acting on RingCentral's behalf in the performance of its obligations under this Agreement as it would bear if such acts and omissions were performed by RingCentral directly.

5. Use of the Service

- A. **Service Requirements.** The Services are dependent upon Customer's maintenance of sufficient Internet access, networks, and power as set forth in RingCentral's Technical Sufficiency Criteria, available at <https://www.ringcentral.com/legal/policies/technical-sufficiency-criteria.html>. RingCentral will not be responsible for any deficiencies in the provision of the Services if Customer's network does not meet RingCentral's Technical Sufficiency Criteria.
- B. **Use Policies.** Customer and its End Users may use the Services only in compliance with this Agreement, applicable Law, and the Use Policies referenced below, which are incorporated into and form part of this Agreement. Customer must ensure that its End Users comply with the Use Policies. Any breach of this Section (Use Policies) will be deemed a material breach of this Agreement. RingCentral may update the Use Policies from time to time and will provide notice of material updates to Customer at the email address on file with the Account. All updates will become effective thirty (30) days after such notice to Customer or upon posting for non-material changes. Customer may object to a modification that negatively impacts its use of the Service by sending written notice ("Objection Notice") to RingCentral within thirty (30) days from the date of the notice of modification. If the Parties cannot reach agreement, then either Party may terminate the affected Services without penalty with thirty (30) days written notice to the other Party.
 - i. **Acceptable Use Policy.** The Services must be used in accordance with RingCentral's Acceptable Use Policy, available at <https://www.ringcentral.com/legal/acceptable-use-policy.html>. Notwithstanding anything to the contrary in this Agreement, RingCentral may act immediately and without notice to suspend or limit the Services if RingCentral reasonably suspects fraudulent or illegal activity in the Customer's Account, material breach of the Acceptable Use Policy, or use of the Services that could interfere with the functioning of the RingCentral Network provided such suspension or limitation may only be to the extent reasonably necessary to protect against the applicable condition, activity, or use. RingCentral will promptly remove the suspension or limitation as soon as the condition, activity or use is resolved and mitigated in full. If Customer anticipates legitimate but unusual activity on its Account, Customer should contact Customer Care in advance to avoid any Service disruption.
 - ii. **Emergency Services.** RingCentral's policy governing the provision of emergency services accessed via the Services is available at <https://www.ringcentral.com/legal/emergency-services.html>.
 - iii. **Numbering Policy.** The provision, use, and publication of numbers used in conjunction with the Services are governed by RingCentral's Numbering Policies, available at <https://www.ringcentral.com/legal/policies/numbering-policy.html>.

6. Termination

- A. **Termination for Cause.** Either Party may terminate this Agreement and any Services purchased hereunder in whole or part by giving written notice to the other Party: i) if the other Party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after receipt of such notice; ii) at the written recommendation of a government or regulatory agency following a change in either applicable Law or the Services; or iii) upon the commencement by or against the other Party of insolvency, receivership or bankruptcy proceedings or any other proceedings or an assignment for the benefit of creditors.
- B. **Effect of Termination.** If Customer terminates the Services, a portion of the Services, or this Agreement in its entirety due to RingCentral's material breach under Section 6(A) (Termination for Cause), Customer will not be liable for any fees or charges for terminated Services for any period subsequent to the effective date of such termination (except those arising from continued usage before the Services are disconnected), and RingCentral will provide Customer a pro-rata refund of any prepaid and unused fees or charges paid by Customer for terminated Services. If this Agreement or any Services are terminated for any reason other than as a result of a material breach by RingCentral or as otherwise permitted pursuant to Section 6(A), Section 6C (Termination for Non-Appropriations) or as set forth in Section 14(I) (Regulatory and Legal Changes) the Customer must, to the extent permitted by applicable Law and without limiting any other right or remedy of RingCentral, pay within thirty (30) days of such termination all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services

for the remainder of the then-current Term plus related Taxes and fees.

- C. Termination for Non-Appropriations.** The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The City may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

7. Intellectual Property

A. Limited License

- i. Subject to, and conditional upon Customer's compliance with, the terms of this Agreement, RingCentral grants to Customer and its End User, a limited, personal, revocable, non-exclusive, non-transferable (other than as permitted under this Agreement), non-sublicensable license to use any software provided or made available by RingCentral to the Customer as part of the Services ("**Software**") to the extent reasonably required to use the Services as permitted by this Agreement, only for the duration that Customer is entitled to use the Services and subject to the Customer being current on its payment obligations.
- ii. Customer will not, and will not allow its End Users, to: (a) sublicense, resell, distribute or assign its right under the license granted under this Agreement to any other person or entity; (b) modify, adapt or create derivative works of the Software or any associated documentation; (c) reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for the Software; (d) use the Software for infringement analysis, benchmarking, or for any purpose other than as necessary to use the Services Customer is authorized to use; (e) create any competing Software or Services; or (f) remove any copyright or other proprietary or confidential notices on any Software or Services.

B. IP Rights

- i. **RingCentral's Rights.** Except as expressly provided in this Agreement, the limited license granted to Customer under Section 7(A) (Limited License) does not convey any ownership or other rights or licenses, express or implied, in the Services (including the Software), any related materials, or in any Intellectual Property and no IP Rights or other rights or licenses are granted, transferred, or assigned to Customer, any End User, or any other party by implication, estoppel, or otherwise. All rights not expressly granted herein are reserved and retained by RingCentral and its licensors. The Software and Services may comprise or incorporate services, software, technology, or products developed or provided by third parties, including open-source software or code. Customer acknowledges that misuse of RingCentral Services may violate third-party IP rights.
- ii. **Customer Rights.** As between RingCentral and Customer, Customer retains title to all IP Rights that are owned by the Customer or its suppliers. To the extent reasonably required or desirable for the provision of the Services, Customer grants to RingCentral a limited, personal, non-exclusive, royalty-free, license to use Customer's IP Rights in the same. Customer must provide (and is solely responsible for providing) all required notices and obtaining all licenses, consents, authorizations, or other approvals related to the use, reproduction, transmission, or receipt of any Customer Content that includes personal or Confidential Information or incorporates any third-party IP rights.

- C. Use of Marks.** Neither Party may use or display the other Party's trademarks, service mark or logos in any manner without such Party's prior written consent.

8. Confidentiality

- A. Restrictions on Use or Disclosures by Either Party.** During the Term of this Agreement and for at least one (1) year thereafter, the Receiving Party shall hold the Disclosing Party's Confidential Information in confidence, shall use such Confidential Information only for the purpose of fulfilling its obligations under this Agreement, and shall use at least as great a standard of care in protecting the Confidential Information as it uses to protect its own Confidential Information.

Each Party may disclose Confidential Information only to those of its employees, agents or subcontractors who have a need to it in order to perform or exercise such Party's rights or obligations under this Agreement and who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement. Each Party may disclose the other Party's Confidential Information in any legal proceeding or to a governmental entity as required by Law.

These restrictions on the use or disclosure of Confidential Information do not apply to any information which is independently developed by the Receiving Party or lawfully received free of restriction from another source having the right to so furnish such information; after it has become generally available to the public without breach of this Agreement by the Receiving Party; which at the time of disclosure was already known to the Receiving Party, without restriction as evidenced by documentation in such Party's possession; or which the Disclosing Party confirms in writing is free of such restrictions.

Upon termination of this Agreement, the Receiving Party will promptly delete, destroy or, at the Disclosing Party's request, return to the Disclosing Party, all Disclosing Party's Confidential Information in its possession, including deleting or rendering unusable all electronic files and data that contain Confidential Information, and upon request will provide the Disclosing Party with certification of compliance with this subsection.

9. Data Protection

- A. Data Privacy.** RingCentral respects Customer's privacy and will only use the information provided by Customer to RingCentral or collected in the provision of the Services in accordance with RingCentral's Data Processing Addendum, available at <https://www.ringcentral.com/legal/dpa.html>, incorporated by reference. RingCentral may update the Data Processing Addendum from time to time and will provide notice of any material updates to the Customer as required by applicable Laws at the email address on file with the Account. Such updates will be effective thirty (30) days after such notice to Customer.
- B. Data Security.** RingCentral will take commercially reasonable precautions, including, without limitation, technical (e.g., firewalls and data encryption), organizational, administrative, and physical measures, to help safeguard Customer's Account, Account Data, and Customer Content against unauthorized use, disclosure, or modification. Customer must protect all End Points using commercially reasonable security measures. Customer is solely responsible to keep all user identifications and passwords secure. Customer must monitor use of the Services for possible unlawful or fraudulent use. Customer must notify RingCentral immediately if Customer becomes aware or has reason to believe that the Services are being used fraudulently or without authorization by any End User or third party. Failure to notify RingCentral may result in the suspension or termination of the Services and additional charges to Customer resulting from such use. RingCentral will not be liable for any charges resulting from unauthorized use of Customer's Account.
- C. Software Changes.** RingCentral may from time-to-time push software updates and patches directly to Customer's device(s) for installation and Customer will not prevent RingCentral from doing so. Customer must implement promptly all fixes, updates, upgrades and replacements of software and third-party software that may be provided by RingCentral. RingCentral will not be liable for inoperability of the Services or any other Services failures due to failure of Customer to timely implement the required changes.

10. Limitations of Liability

A. Excluded Damages

IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES OR ITS OR THEIR SUPPLIERS BE LIABLE FOR (1) INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES; (2) LOSS OF USE OR LOSS OF DATA; (3) LOSS OF BUSINESS OPPORTUNITIES, REVENUES OR PROFITS; OR (4) COSTS OF PROCURING REPLACEMENT PRODUCTS OR SERVICES, IN ALL CASES WHETHER ARISING UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER THEORY OF LIABILITY, AND EVEN IF SUCH PARTY HAS BEEN INFORMED IN ADVANCE OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.

B. Liability Caps

EXCEPT AS SET FORTH HEREIN, THE TOTAL CUMULATIVE LIABILITY OF THE PARTIES UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE UNDER THIS AGREEMENT DURING THE PREVIOUS SIX (6) MONTHS. LIMITATIONS UNDER THIS SECTION (LIABILITY CAPS) WILL NOT APPLY TO:

- i. FEES OWED BY CUSTOMER
- ii. EITHER PARTY'S LIABILITY FOR INFRINGEMENT OF THE OTHER PARTY'S IP RIGHTS
- iii. EITHER PARTY'S LIABILITY RESULTING FROM GROSS NEGLIGENCE, FRAUD, OR WILLFUL OR CRIMINAL MISCONDUCT
- iv. CUSTOMER'S LIABILITY RESULTING FROM USE OF THE SERVICES IN BREACH OF THE ACCEPTABLE USE POLICY OR EMERGENCY SERVICES POLICY
- v. EITHER PARTY'S LIABILITY ARISING FROM DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, OR FOR ANY OTHER LIABILITY WHICH MAY NOT BE RESTRICTED, LIMITED, OR EXCLUDED PURSUANT TO APPLICABLE LAW.

11. Indemnification

A. Indemnification by RingCentral

- i. RingCentral shall indemnify and hold harmless the Customer and its Affiliates for Indemnifiable Amounts, and shall defend any third-party claims or causes of action (a "**Third Party Claim**") to the extent such Third Party Claim arises out of or alleges that:
 - a. The Services, as provided by RingCentral, infringe or misappropriate the patent, copyright, trademark, or trade secret rights of a third party.
- ii. RingCentral will have no obligations under subsection (i) above to the extent the Third Party Claim arises from: (a) use of the Services in combination with data, software, hardware, equipment, or technology not provided or authorized by RingCentral in writing unless any of the foregoing are necessary for the proper operation of the Services; (b) modifications to the Services not made by RingCentral; (c) Customer Content; (d) failure to promptly install any updates of any software or firmware or accept or use any modified or replacement items provided free of charge by or on behalf of RingCentral; (e) breach of the Agreement; or (f) a Third Party Claim brought by Customer's Affiliate, successor, or assignee.

iii. If such a Third-Party Claim is made or appears possible, Customer agrees to permit RingCentral, at RingCentral's sole discretion and expense, to (a) modify or replace the Services, or component or part thereof, to make it non-infringing or (b) obtain the right for Customer to continue to use the Services. If RingCentral determines that neither alternative is commercially reasonable, RingCentral may terminate this Agreement in its entirety or with respect to the affected Service, component or part (a **"Discontinued Component"**), effective immediately on written notice to Customer, in which case Customer will not owe any fees or charges relating to the Discontinued Component for any period subsequent to the date of such termination, and will be entitled to receive a refund of any prepaid but unused fees relating to the Discontinued Component. In the event the removal of the Discontinued Component does not substantially affect Customer's use of the Services, the refund or fee abatement pursuant to the foregoing shall be a reasonable portion of the total fees owed by Customer for the Services as a whole based on the significance of the Discontinued Component to the total value of the Services as a whole. RingCentral's obligations under this Sub-Section will be RingCentral's sole and exclusive liability and Customer's sole and exclusive remedies with respect to any actual or alleged intellectual property violations.

- B. Indemnification by Customer.** To the extent permitted by the laws and the constitution of the jurisdiction of Customer, Customer shall indemnify, and hold harmless RingCentral and its Affiliates for Indemnifiable Amounts, and shall defend any Third Party Claims arising out of or in connection with: (i) material violation of applicable Law by the Customer, its Affiliates, or their respective End Users in connection with their use of the Services; (ii) use of the Services in breach of the Use Policies; (iii) failure to promptly install any updates of any software or firmware or accept or use modified or replacement items provided free of charge by or on behalf of RingCentral; or (iv) Customer Content.
- C. Defense and Indemnification Procedures.** Any Party seeking indemnification under this Section 11 (the **"Indemnified Party"**) shall provide the Party from which it seeks such indemnification (the **"Indemnifying Party"**) with the following: (a) prompt written notice of the Third-Party Claim, (b) sole control over the defense and settlement of the Third-Party Claim, and (c) reasonable information, cooperation, and assistance (at the Indemnifying Party's sole expense except for the value of the time of the Indemnified Party's personnel) in connection with the defense and settlement of the Third-Party Claim. The Indemnified Party's failure to comply with the foregoing obligations will not relieve the Indemnifying Party of its defense or indemnification obligations under this Section 11 (Indemnification) except to the extent that the Indemnifying Party is materially prejudiced by such failure. The Indemnified Party will have the right to participate (but not control), at its own expense, in the defense of such Third-Party Claim, including any related settlement negotiations. No such claim may be settled by the Indemnifying Party without the Indemnified Party's express written consent (not to be unreasonably withheld, conditioned, or delayed) unless such settlement includes a full and complete release of all claims and actions against the Indemnified Party by each party bringing such Third-Party Claim, requires no admission of fault, liability, or guilt by the Indemnified Party, and requires no act by the Indemnified Party other than the payment of a sum of money fully indemnified by the Indemnifying Party.

12. Warranties

- A. RingCentral Warranty.** RingCentral will provide the Services using a commercially reasonable level of skill and care, in material compliance with all applicable Laws and otherwise subject to the terms of this Agreement. To the extent permitted by Law, RingCentral shall pass through to Customer any and all warranties RingCentral receives in connection with equipment provided to Customer by or on behalf of RingCentral.
- B. Customer Warranty.** Customer's and its End Users' use of the Services must always comply with all applicable Laws and this Agreement. Further, when Customer's subscription for Services exceeds one (1) fiscal year, Customer warrants that it shall exercise due diligence and best efforts to secure an adequate appropriation of funds on time from its legislative or similar government body to pay for the contracted Services in the follow-on fiscal year(s).
- C. Disclaimer of Warranties.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND RINGCENTRAL MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, QUIET ENJOYMENT, AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE IN TRADE, TOGETHER WITH SIMILAR WARRANTIES, WHETHER ARISING UNDER ANY LAW OR OTHERWISE. TO THE EXTENT THAT RINGCENTRAL CANNOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

13. Dispute Resolution

- A. Governing Law.** Any dispute arising out of or relating to this Agreement shall be governed and construed in accordance with the laws of Ohio, without regard to its choice of law rules, and the parties agree to submit to the jurisdiction of, and venue in, the courts in that state. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement or Customer's use of the products or Services.
- B. Good Faith Attempt to Settle Disputes.** In the event of a dispute, each Party shall appoint a duly authorized representative who shall use all reasonable endeavors to resolve in good faith any dispute within reasonable timescales.
- C. Equitable Relief.** Any breach of either Party's IP Rights may cause that Party irreparable harm for which monetary damages will be inadequate and such Party may, in addition to other remedies available at Law or in equity, obtain injunctive relief without the necessity of posting a bond or other security, proof of damages, or similar requirement, in addition to any other relief to which such Party may be entitled under applicable Law.

- D. Limitations.** Except for actions for non-payment or liability arising from Section 11 (Indemnification), no claim, suit, action or proceeding relating to this Agreement may be brought by either Party more than two (2) years after the cause of action has accrued. Any actions, lawsuits, or proceedings must be conducted solely on an individual basis and the Parties expressly waive any right to bring any action, lawsuit or proceeding as a class or collective action, private attorney general action or in any other capacity acting in a representative capacity.

14. Miscellaneous

- A. Relationship of the Parties.** RingCentral and Customer are independent contractors, and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between RingCentral and Customer.
- B. Assignment.** Neither Party may assign its rights or obligations under this Agreement or any Order Form without the prior written consent of the other Party, not to be unreasonably withheld or delayed. However, RingCentral may assign the Agreement or any portion thereof and any or all of its rights and obligations thereunder without consent (a) to an Affiliate; (b) as part of, or otherwise in connection with, the transfer or disposition of equity securities representing more than fifty percent (50%) of its voting control; (c) to the successor or surviving entity in connection with a merger, acquisition, or consolidation; or (d) as part of, or otherwise in connection with, the sale or other transfer of one or more of the service(s) under the Agreement or greater than 50% of the principal assets used in connection with the provision such service(s). This Agreement will bind and inure to the benefit of the Parties, and their permitted assigns and successors.
- C. Notices.** Except where otherwise expressly stated in the Agreement, all notices or other communications must be in English and are deemed to have been fully given when made in writing and delivered in person, upon delivered email, confirmed facsimile, or five days after deposit with a reputable overnight courier service, and addressed as follows: To RingCentral at RingCentral, Inc., Legal Dept., 20 Davis Drive, Belmont, CA 94002 USA, with a copy to legal@ringcentral.com, and to Customer at either the physical address or email address associated with the Customer Account.

Customer acknowledges and agrees that all electronic notices have the full force and effect of paper notices. The addresses to which notices may be given by either Party may be changed (a) by RingCentral upon written notice given to Customer pursuant to this Section or (b) by Customer in the Administrative Portal.

- D. Force Majeure.** Excluding either Party's payment obligations under the Agreement, neither Party will be responsible or liable for any failure to perform or delay in performing to the extent resulting from any event or circumstance that is beyond that Party's reasonable control, including without limitation any act of God; national emergency; third-party telecommunications networks; riot; war; terrorism; governmental act or direction; change in Laws; fiber, cable, or wire cut; power outage or reduction; rebellion; revolution; insurrection; earthquake; storm; hurricane; flood, fire, or other natural disaster; strike or labor disturbance; or other cause, whether similar or dissimilar to the foregoing, not resulting from the actions or inactions of such Party.
- E. Third-Party Beneficiaries.** RingCentral and Customer agree that there will be no third-party beneficiaries to this Agreement.
- F. Headings, Interpretation.** The headings, section titles, and captions used in the Agreement are for convenience of reference only and will have no legal effect. All defined terms include related grammatical forms, and, whenever the context may require, the singular form of nouns and pronouns include the plural, and vice versa. The Parties agree that this Agreement will be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement therefore should not be construed against a Party or Parties on the grounds that the Party or Parties drafted or was more responsible for drafting the provision(s).
- G. Anti-Bribery.** Each Party represents that in the execution of this Agreement and in the performance of its obligations under this Agreement it has complied and will comply with all applicable anti-bribery Laws and regulations, including, without limitation, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, and similar applicable Laws.
- H. Export Control.** Any services, products, software, and technical information (including, but not limited to, services and training) provided pursuant to the Agreement may be subject to U.S. export Laws and regulations. Customer will not use, distribute, transfer, or transmit the services, products, software, or technical information (even if incorporated into other products) except in compliance with U.S. and other applicable export regulations.
- I. Regulatory and Legal Changes.** In the event of any change in Law, regulation or industry change that would prohibit or otherwise materially interfere with RingCentral's ability to provide Services under this Agreement, RingCentral may terminate the affected Services or this Agreement or otherwise modify the terms thereof.
- J. Use of Beta, Preview, or Early Access Software.** If you use any beta, preview, or early access services, features, products, or software offered or made available by RingCentral, then you acknowledge that your use of the services, products, or software are governed by the [Beta Evaluation License Agreement](#) and not by this Agreement.
- K. Entire Agreement.** The Agreement, together with any exhibits, Order Forms, Use Policies, and Attachments, each of which is expressly incorporated into this Agreement with this reference, constitutes the entire agreement between the Parties and supersedes and replaces any and all prior or contemporaneous understandings, proposals, representations, marketing materials, statements, or agreements, whether oral, written, or otherwise, regarding such subject. RingCentral expressly rejects in their entirety any additional or conflicting terms or conditions contained in Customer purchase order, or similar Customer document, which the Parties agree are solely for the Customer's convenience.
- L. Order of Precedence.** In the event of any conflict between the documents comprising this Agreement, precedence will be given to the documents in the following descending order: (i) the applicable Order Form (including any hyperlinks); (ii) the applicable Attachment; (iii) the main body of this Agreement; (iv) Use Policies and Data Processing Addendum incorporated by reference

in this Agreement; and (v) and any other document expressly referred to in this Agreement which governs the Services. With respect to data processing, the Data Processing Addendum shall take precedence over any inconsistent terms in any of the documents listed in the previous sentence.

- M. Amendments.** Except as otherwise provided, this Agreement may only be modified by a written amendment executed by authorized representatives of both Parties. In no event will handwritten changes to any terms or conditions, including in the applicable Order Form, be effective.
- N. Severability and Waiver.** In the event any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, such provision(s) will be stricken and the remainder of this Agreement will remain legal, valid, and binding. The failure by either Party to exercise or enforce any right conferred by this Agreement will not be deemed to be a waiver of any such right or to operate so as to bar the exercise or enforcement of any such or other right on any later occasion. Except as otherwise expressly stated in this Agreement, all rights and remedies stated in the Agreement are cumulative and in addition to any other rights and remedies available under the Agreement, at Law, or in equity.
- O. Execution.** Each Party represents and warrants that: (a) it possesses the legal right and capacity to enter into the Agreement and to perform all of its obligations thereunder; (b) the individual signing the Agreement and (each executable part thereof) on that Party's behalf has full power and authority to execute and deliver the same; and (c) the Agreement will be a binding obligation of that Party. Each Party agrees that an Electronic Signature, whether digital or encrypted, is intended to authenticate this Agreement and to have the same force and effect as manual signatures.
- P. Counterparts.** This Agreement may be executed electronically and in separate counterparts each of which when taken together will constitute one in the same original.
- Q. Survival.** The rights and obligations of either Party that by their nature would continue beyond the expiration or termination of this Agreement or an Order Form will survive expiration or termination of this Agreement or the Order Form, including without limitation payment obligations, warranty disclaimers, indemnities, limitations of liability, definitions and miscellaneous.
- R. Family Education Rights and Privacy Act (FERPA).** Customer Content when in-transit on the RingCentral Network and when at-rest within RingCentral Data Centers may contain communications and/or educational records pertaining to students in connection with the performance of the Services pursuant to the Agreement. RingCentral shall only use or disclose such Customer Content as is reasonably necessary to provide the Services or for RingCentral to otherwise perform its obligations under the Agreement.

15. Authority

Avaya represents that it has the authority as RingCentral's agent to bind RingCentral to this Agreement (including each Order Form and all other documents incorporated here).

EXHIBIT A DEFINITIONS

Definitions. Capitalized terms used in this Agreement but otherwise not defined have the following meaning:

1. **“Account”** means the numbered account established with RingCentral and associated with Customer and the Services provided to Customer under this Agreement. For billing and convenience purposes, multiple services, Digital Lines, or End Users may be included in a single billing account, and/or a single Customer may have multiple billing accounts encompassing different geographic locations, business units, or other designations as requested by Customer and accepted by RingCentral.
2. **“Account Administrator”** means the person(s) who have been granted authority by Customer to set up, amend, or otherwise control settings and/or make additional purchases for the Account via the Administrative Portal. Account Administrators may have varying levels of Account rights, skills, or permissions.
3. **“Account Data”** means: any business contact information provided with the Account; RingCentral-generated logs of calling or other metadata developed or collected in the provision of the Services; configuration data; and records of Digital Lines and any Services purchased under this Agreement.
4. **“Administrative Fees”** means any administrative recovery fees, 911 cost recovery fees and the like separately charged by RingCentral to Customer.
5. **“Administrative Portal”** means the online administrative portal through which Account Administrators control settings and/or make additional purchases for the Account.
6. **“Affiliate(s)”** means a person or entity that is controlled by a Party hereto, controls a Party hereto, or is under common control with a Party hereto, and “control” means beneficial ownership of greater than fifty percent (50%) of an entity’s then-outstanding voting securities or ownership interests.
7. **“Attachment(s)”** means documents appended to the contract containing additional terms for products and Services. Attachments and the terms and conditions contained therein are part of this Agreement.
8. **“Confidential Information”** means any information disclosed by or on behalf of the Disclosing Party) to the Receiving Party that should reasonably be considered as confidential given the nature of the information and the circumstances surrounding its disclosure.
9. **“Customer Care”** means Customer support operations delivered by RingCentral and/or its subcontractors.
10. **“Customer Content”** means the content of calls, facsimiles, SMS messages, voicemails, voice recordings, shared files, conferences, or other communications transmitted or stored through the Services.
11. **“Digital Line”** means a phone number assigned to an End User or a specifically designated location (e.g., conference room) and the associated voice service for inbound and outbound calling that permits an End User generally to make and receive calls to and from the public switched telephone network as well as to and from other extensions within the same Account.
12. **“Disclosing Party”** means the Party disclosing Confidential Information or on whose behalf Confidential Information is disclosed by such Party’s agents, including but not limited to, its Affiliates, officers, directors, employees, and attorneys.
13. **“Electronic Signatures”** means an electronic sound, symbol, or process, including clicking a digital button to accept, attached to or logically associated with a contract or other record and executed or adopted by a person with the intent to sign the record.
14. **“End Point”** means an application or device through which any End-User might access and/or use any of the Services, including without limitation IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.
15. **“End User”** means an individual user to whom Customer makes the Services available, and may be a natural person, and may include but is not limited to Customer’s employees, consultants, clients, external users, invitees, contractors, and agents.
16. **“Helpdesk Support”** shall mean the performance of the following tasks:
 - Standard feature/functionality (“how to”) support for End Users (i.e. call forwarding, voice mail set-up, etc.).
 - Standard management of the Admin Interface within the product.
 - Support all moves, adds, changes, and deletes of employees.
17. **“Indemnifiable Amounts”** means all (X) damages and other amounts awarded against the Indemnified Party by a court of competent jurisdiction pursuant to a final judgment in connection with such Third-Party Claim; (Y) any amounts payable by the Indemnified Party or its Affiliates pursuant to a binding, written agreement settling the Third Party Claim, provided such agreement is approved in advance in writing by the Indemnifying Party; and (Z) all reasonable costs and expenses paid to third parties by the Indemnified Party or its Affiliates in connection with the Indemnified Party’s or its Affiliates’ attorneys’ fees and related expenses.
18. **“Indemnifying Party”** and **“Indemnified Party”** have the meanings set forth in Section 11(C) (Defense and Indemnification Procedures).
19. **“Initial Term”** has the meaning set forth in Section 2(D) (Services Term).

20. **“Intellectual Property Rights” or “IP Rights”** means all common law and statutory rights (whether registered or unregistered, or recorded or unrecorded, regardless of method) arising out of or associated with: (a) patents and patent applications, inventions, industrial designs, discoveries, business methods, and processes; (b) copyrights and copyright registrations, and “moral” rights; (c) the protection of trade and industrial secrets and Confidential Information; (d) other proprietary rights relating to intangible property; (e) trademarks, trade names and service marks; (f) a person’s name, likeness, voice, photograph or signature, including without limitation rights of personality, privacy, and publicity; (g) analogous rights to those set forth above; and (h) divisions, continuations, continuations-in-part, renewals, reissues and extensions of the foregoing (as applicable).
21. **“Law”** means any law, statute, regulation, rule, ordinance, administrative guidance, treaty or convention, or court or administrative order or ruling of any governing Federal, State, local or non-U.S. governmental body with jurisdiction over the Services.
22. **“Order Form(s)”** means a request for Service describing the type and quantity of Services required by Customer and submitted and accepted by the Parties in accordance with Section 2(A) (Ordering Services). The Order Form may be presented and executed via the Administrative Portal.
23. **“Receiving Party”** means the Party or its agents, including, but not limited to its Affiliates, officers, directors, employees, and attorneys receiving Confidential Information.
24. **“Renewal Term”** has the meaning set forth in Section 2(D) (Services Term).
25. **“RingCentral Network”** means the network and supporting facilities between and among the RingCentral points of presence (“PoP(s)”), up to and including the interconnection point between the RingCentral’s network and facilities, and the public Internet, and the Public Switched Telephone Network (PSTN). The RingCentral Network does not include the public Internet, a Customer’s own private network, or the PSTN.
26. **“Service(s)”** means all services provided under this Agreement and set forth in one or more Order Form(s).
27. **“Start Date”** means the date so identified in the relevant Order Form or the date on which Customer orders Services via the Administrative Portal.
28. **“Taxes”** means any and all federal, state, local, municipal, foreign, and other taxes and fees charged or collected from Customers, including but not limited to any Universal Service Fund, TRS and 911 taxes and fees.
29. **“Term”** means the Initial Term plus any Renewal Terms.
30. **“Third Party Claim”** has the meaning set forth in Section 11(A) (Indemnification by RingCentral).
31. **“Use Policy”** refers to any of the policies identified in Section 5(B) (Use Policies).

ATTACHMENT A SERVICE ATTACHMENT - AVAYA CLOUD OFFICE SERVICES

This Service Attachment is a part of the Master Services Agreement (the “**Agreement**”) that includes the terms and conditions agreed by the Parties under which RingCentral will provide to the Customer the Avaya Cloud Office Services as described under the applicable Order Form (the “**Services**”).

1. Service Overview

The Services are a cloud-based unified communications service that includes enterprise-class voice, fax, call handling, mobile apps, and bring-your-own-device (BYOD) capability that integrates with a growing list of applications.

The Services include:

- Voice Services, including extension-to-extension calling and the ability to make and receive calls to and from the public switched telephone network (PSTN)
- Video and audio-conferencing service, including screen sharing
- Collaboration Tools, including One-to-One and Team Chat, File Sharing, task management, SMS/Texting (where available), and other innovative tools

The Services may be accessed from a variety of user End Points, including IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.

2. Avaya Cloud Office Purchase Plans

A. Tiers of Service. The Services are made available in several pricing tiers, which are described more fully at <https://www.avaya.com/en/products/ucaas/cloud-office-pricing>. While RingCentral offers unlimited monthly plans for some of its products and services, RingCentral Services are intended for regular business use. “Unlimited” use does not permit any use otherwise prohibited by the Acceptable Use Policy, available at <https://www.ringcentral.com/legal/acceptable-use-policy.html>, including trunking, access stimulation, reselling of the Services, etc. Use of the RingCentral AI Assistant capabilities is subject to the applicable terms contained in the AI Assistant Add-On Service Description available at <https://www.ringcentral.com/legal/add-on-services.html#qlnks-12>.

B. Minute and Calling Credit Bundles. Each plan includes a number of Toll-Free minutes, per month, which are pooled to create a single allotment of Toll-Free minutes available for the entire account. Essentials/Standard/Premium/Ultimate tier plans include a monthly allotment of 100/1000/2500/10000 toll free minutes per account, respectively. Overage charges of 3.9¢ per minute apply to calls made in excess of allotment.

International Calling Credit Bundles can be purchased in addition to any base amount included with the purchased tier. International External Calls are charged against Calling Credits on the Account per destination rates, or as overage once Calling Credits are exceeded. Currently effective rates are available at <https://www.ringcentral.com/support/international-rates.html>.

Extension-to-Extension Calls within the Customer account never incur any usage fee and are unlimited, except to the extent that such calls are forwarded to another number that is not on the Customer account.

Additional Calling Credits may be purchased through the Auto-Purchase feature, which can be selected for automatic purchase in various increments on the Administrative Portal. Auto-Purchase is triggered when the combined usage of all End Users on an Account exceeds the total Calling Credits or when End Users make calls with additional fees (e.g., 411).

Minute Bundles and Calling Credit Bundles expire at the end of month and cannot roll over to the following month. Auto-Purchased Calling Credits expire twelve (12) months from date of purchase. Bundles may not be sold, transferred, assigned, or applied to any other customer.

C. Enhanced Business SMS Allotment and Pricing. Each plan includes a number of SMS per each user, per month, which are pooled to create a single allotment of SMS available to the entire account. Essentials/Standard/Premium/Ultimate tier plans include a monthly allotment of 25/100/200/500 SMS, per user respectively. Each SMS sent or received will be deducted from the pool of available SMS on the account. Overage charges apply to SMS sent or receive in excess of allotment and will be charged at the then-applicable rates, available at <https://www.ringcentral.com/support/new-sms-rates.html>. Additional SMS bundles are available for purchase at discounted prices. Customer must successfully register phone numbers with the SMS registrar prior to using SMS. RingCentral may attempt to deliver SMS sent from unregistered phone numbers at its discretion, however unregistered SMS are excluded from the monthly allotment and any purchased SMS bundles, and will be charged at then-applicable unregistered SMS rates, available at <https://www.ringcentral.com/support/new-sms-rates.html>.

3. Operator Assisted Calling, 311, 511 and other N11 Calling

RingCentral does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls, 900, or other premium line numbers or calling card calls). The Services may not support 211, 311, 411, 511 and/or N11 calling. To the extent they are supported, additional charges may apply for these calls.

4. Directory Listing Service

RingCentral offers directory listing (the “**Directory Listing Service**”). If Customer subscribes to the Directory Listing Service, RingCentral will share certain Customer Contact Data with third parties as reasonably necessary to include in the phone directory (“**Listing Information**”). This information may include, but is not limited to, Customer’s company name, address, and phone numbers. Customer authorizes RingCentral to use and disclose the Listing Information for the purpose of publishing in, and making publicly available through, third-party directory listing services, to be selected by RingCentral or third-party service providers in their sole discretion. Customer acknowledges and agrees that by subscribing to the Directory Listing Service, Customer’s Listing Information may enter the public domain and that RingCentral cannot control third parties’ use of such information obtained through the Directory Listing Service.

- A. **Opt Out.** Customer may opt out of the Directory Listing Service at any time; however, RingCentral is not obligated to have Customer’s Listing Information removed from third-party directory assistance listing services that have already received Customer’s information.
- B. **No Liability.** RingCentral will have no responsibility or liability for any cost, damages, liabilities, or inconvenience caused by calls made to Customer’s telephone number; materials sent to Customer, inaccuracies, errors or omissions with Listing Information; or any other use of such information. RingCentral will not be liable to Customer for any use by third parties of Customer’s Listing Information obtained through the Directory Listing Service, including without limitation the use of such information after Customer has opted out of the Directory Listing Service.

5. Global RingEX or RingCentral Global Office.

Global RingEX (which is also known as RingCentral Global Office and references in the Service Description to Global RingEX shall also refer to Global Office) provides a single communications system to companies that have offices around the world, offering localized service in countries for which Global RingEX is available. Additional information related to Global RingEX Services is available at <http://www.ringcentral.com/legal/policies/global-office-countries.html>. This section sets forth additional terms and conditions concerning RingCentral’s Global RingEX for customers that subscribe to it.

- A. **Emergency Service Limitations for Global RingEX.** RingCentral provides access to Emergency Calling Services in many, but not all, countries in which RingCentral Global RingEX is available, allowing End Users in most countries to access Emergency Services. Emergency Services may only be accessed within the country in which the Digital Line is assigned, e.g., an End User with a Digital Line assigned in Ireland may dial Emergency Services only within Ireland. Access to Emergency Calling Services in RingCentral Global RingEX countries, where available, is subject to the Emergency Services Policy, available at <https://www.ringcentral.com/legal/emergency-services.html>. Customer must make available and will maintain at all times traditional landline and/or mobile network telephone services that will enable End Users to call the applicable Emergency Services number. Customer may not use the RingCentral Services in environments requiring fail-safe performance or in which the failure of the RingCentral Services could lead directly to death, personal injury, or severe physical or environmental damage.
- B. **Global RingEX Provided Only in Connection with Home Country Service.** RingCentral provides Global RingEX Service only in connection with Services purchased in the Home Country. RingCentral may immediately suspend or terminate Customer’s Global RingEX Services if Customer terminates its Digital Lines in the Home Country. All invoicing for the Global RingEX Services will be done in the Home Country on the Customer’s Account, together with other Services purchased under this Agreement, using the Home Country’s currency. Customer must at all times provide a billing address located in the Home Country. RingCentral will provide all documentation, licenses, and services in connection with the Global RingEX Service in English; additional language support may be provided at RingCentral’s sole discretion.
- C. **Primary Place of Use of Global RingEX Service.** Customer represents and warrants that the primary place of use of the Global RingEX Services will be the country in which the Digital Line is assigned, e.g., an End User with a Digital Line assigned in Ireland will primarily use that Digital Line in Ireland.
- D. **Relationships with Local Providers.** In connection with the provision of Global RingEX Services, RingCentral relies on local providers to supply certain regulated communication services; for example (i) for the provision of local telephone numbers within local jurisdictions; (ii) to enable you to place local calls within local jurisdictions; and (iii) to enable you to receive calls from non-RingCentral numbers on Customer’s Global RingEX telephone number(s), by connecting with the local public switched telephone network. Customer hereby appoints RingCentral as Customer’s agent with power of attorney (and such appointment is coupled with an interest and is irrevocable during the Term) to conclude and enter into agreements with such local providers on Customer’s behalf to secure such services. RingCentral’s locally licensed affiliates provide all telecommunications services offered to Customer within the countries in which such affiliates are licensed; in some cases, RingCentral may obtain services from locally licensed providers on Customer’s behalf. RingCentral is responsible for all contracting, billing, and customer care related to those services. Customer is responsible for providing RingCentral with all information necessary for RingCentral to obtain numbers in Global RingEX countries.

6. **Additional Services.** RingCentral offers add-on services for the Services (where available), which are described at <https://www.ringcentral.com/legal/microsoft-teams-services-attachment.html>. Additional terms or charges may apply, depending on the selected features.
7. **Bring Your Own Carrier (BYOC) Services.** RingCentral offers a software-as-a-service in which customers provide and maintain their own local telecommunications services, which may be connected to RingCentral's cloud PBX, videoconferencing, and team messaging services. BYOC and additional terms are described and available at <https://www.ringcentral.com/legal/BYOC-service-description.html>.
8. **Definitions.** Terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. For purposes of this Service Attachment, the following terms have the meanings set forth below:
- A. **“Digital Line”** means a phone number assigned to an End User or a specifically designated location (e.g., conference room) and the associated voice service for inbound and outbound calling that permits the End User generally to make and receive calls to and from the public switched telephone network as well as to and from other extensions within the same Account.
 - B. **“End Point”** means an application or device through which any End-User might access and/or use any of the Services, including without limitation IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.
 - C. **“Extension-to-Extension Calls”** means calls made and received between End Points on the Customer Account with RingCentral, regardless of whether the calls are domestic or international.
 - D. **“External Calls”** means calls made to or received from external numbers on the PSTN that are not on the Customer Account with RingCentral.
 - E. **“Home Country”** means the United States or the country that is otherwise designated as Customer's primary or home country in the Order Form.

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Resolution 79-2025

DATE: September 16, 2025



Subject Matter/Background

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

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

The total for all items is **\$9,795.79**

Financial Review

The accounts are listed in the Exhibit.

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

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

RESOLUTION 79-2025

**A RESOLUTION TO APPROVE THEN AND NOW CERTIFICATES
IN THE AMOUNT OF NINE THOUSAND SEVEN HUNDRED
NINETY-FIVE DOLLARS AND SEVENTY-NINE CENTS (\$9,795.79),
AS ATTACHED IN EXHIBIT A, FOR THE CITY OF
PERRYSBURG; AND DECLARING AN EMERGENCY**

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

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

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

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

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

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

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

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

President of Council

Mayor

PASSED _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR

Then and Now Requests For					
9/9/2025					
Invoice Date	Vendor	Item	Total Cost	Department	Expense Account
11/21/2024	Governmentjobs.com (DBA NEOGOV)	Governmentjobs.com and Insight Subscription	\$ 9,795.79	Human Resources	1110-11005-53215

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Resolution 80-2025

DATE: September 16, 2025



Subject Matter/Background

This Resolution authorizes the City Administrator to accept the terms of the New National Opioid Settlement with Purdue Pharma L.P. and the Sackler Family and to complete the necessary forms for participation in the settlement by the deadline of **September 30, 2025**.

The City of Perrysburg previously adopted Resolutions 26-2022 and 27-2022, affirming its participation in the ONEOHIO Memorandum of Understanding (MOU) which establishes an effective and meaningful use of the funds collected from opioid epidemic litigation. This is part of ongoing efforts by the State of Ohio, and local governments, to hold opioid manufacturers and distributors accountable for their roles in the opioid crisis such as Purdue Pharma and the Sackler Family, who have been identified as significant contributors to the opioid epidemic through acts of misfeasance, nonfeasance, and malfeasance.

Consistent with the previously entered settlements the proceeds from this new settlement will be distributed in accordance with the ONEOHIO MOU. The passage of this resolution authorizes the agreement of the material terms of the proposed New National Opioid Settlements with Purdue Pharma L.P. and the Sackler Family.

Financial Review

There is no funding needed for this resolution.

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

If City Council is in agreement, a motion to suspend the three readings, waive the rules, and authorize this Resolution as an Emergency facilitate timely compliance with settlement deadlines and ensure the City's participation in the distribution of funds aimed at combating the ongoing opioid crisis.

RESOLUTION 80-2025

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ACCEPT THE MATERIAL TERMS OF THE NEW NATIONAL OPIOID SETTLEMENT TO RESOLVE OPIOID LITIGATION AGAINST PURDUE PHARMA L.P. AND THE SACKLER FAMILY AND TO COMPLETE NECESSARY FORMS FOR THE SETTLEMENT; AND DECLARING AN EMERGENCY

WHEREAS, on April 19, 2022, Council adopted Resolutions 26-2022 and 27-2022 to adopt the ONEOHIO Memorandum of Understanding to create an effective means of distributing any potential settlement funds obtained under the MOU between the State of Ohio and Local Governments in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Ohio, as well as to permit collaboration and explore potentially earlier resolution of the Opioid Litigation against Opioid Pharmaceutical Supply Chain Participants; and,

WHEREAS, the people of the State of Ohio and its communities have been harmed by misfeasance, nonfeasance, and malfeasance committed by certain entities within the opioid pharmaceutical supply chain; and,

WHEREAS, the State of Ohio, through its Attorney General, and certain local governments, through their elected representatives and counsel, have engaged in litigation seeking to hold opioid pharmaceutical supply chain participants accountable for the damage caused by their misfeasance, nonfeasance, and malfeasance; and,

WHEREAS, the State of Ohio, through its Governor and Attorney General, and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance, and malfeasance throughout the State of Ohio; and,

WHEREAS, therefore, the State of Ohio has chosen to participate in a new proposed national opioid settlement with opioid pharmaceutical supply chain participant Purdue Pharma L.P. and the Sackler Family; and,

WHEREAS, consistent with the previously entered settlements, proceeds from these settlements will be allocated and distributed in accordance with the ONEOHIO Memorandum of Understanding; and,

WHEREAS, City Council wishes to agree to the material terms of the proposed New National Opioid Settlements with Purdue Pharma L.P. and the Sackler Family.

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

SECTION 1. The City Administrator is hereby authorized to accept the material terms of the New National Opioid Settlement with Purdue Pharma L.P. and the Sackler Family and to complete the required forms for the settlement by September 30, 2025, in accordance with the New National Opioid Settlement.

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

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

New National Opioids Settlement: Purdue
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Perrysburg city, OH
Reference Number: CL-1737246

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: September 30, 2025

A new proposed national opioids settlement has been reached with Purdue (and certain of its affiliates) and the Sackler family. This *Participation Package* is a follow-up communication to the *Notice of New National Opioids Settlement* recently received electronically by your subdivision.

The proposed settlement is being implemented in connection with Purdue's bankruptcy proceedings, and consists of, among other things, a settlement of Purdue's claims against the Sacklers and certain other parties (referred to as the "Purdue Estate Settlement"), and settlements of direct claims against the Sacklers held by States, local governments and other creditors (collectively, the "Purdue Direct Settlement", and together with the Estate Settlement, the "Purdue Settlement"). The Purdue Direct Settlement for States and local governments is documented in the Governmental Entity and Shareholder Direct Settlement Agreement.

You are receiving this *Participation Package* because all eligible States and territories, including Ohio, are participating in the Purdue Direct Settlement.

This electronic envelope contains:

- The *Participation Form* for the Purdue Direct Settlement, including a release of any claims

The *Participation Form* must be executed, without alteration, and submitted on or before September 30, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the Purdue Direct Settlement.

Based upon subdivision participation forms received on or before September 30, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for the Purdue Settlement to move forward and whether a state earns its maximum potential payment under the Purdue Direct Settlement. If the Purdue Settlement moves forward and goes effective, your release will become

effective. If the Purdue Settlement does not move forward, that release will not become effective.

Any subdivision that does not participate in the Purdue Direct Settlement cannot directly share in the Purdue Direct Settlement funds, even if other subdivisions in the state are participating and sharing in those Purdue Direct Settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive Purdue Settlement funds by participating; decisions on how Purdue Settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the Purdue Settlement with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for the Purdue Settlement the same as they did for the prior opioids settlements but states may choose to treat the Purdue Settlement differently.

Information and documents regarding the Purdue Settlement, including a complete copy of the Governmental Entity and Shareholder Direct Settlement Agreement, and how it is being implemented in your state and how funds will be allocated within your state can be found on the national settlement website at <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Form* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Participation Form* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Participation Form* using DocuSign, the signed *Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com.

Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. You may also contact opioidsparticipation@rubris.com.

YOU MUST PARTICIPATE IN THE PURDUE DIRECT SETTLEMENT BY RETURNING YOUR PARTICIPATION FORM IN ORDER TO RECEIVE THE BENEFITS OF THE PURDUE SETTLEMENT.

Please note that this is NOT a solicitation or a request for subdivisions to submit votes on the Purdue bankruptcy plan. This settlement package only pertains to a decision to participate in the Purdue Direct Settlement. If you receive a package to vote on the plan you should follow the applicable instructions for voting. PLEASE NOTE THAT VOTING ON THE PLAN IS SEPARATE FROM PARTICIPATION IN THE PURDUE DIRECT SETTLEMENT.

The sign-on period for subdivisions ends on September 30, 2025.

If you have any questions about executing the *Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or Jonathan.Blanton@OhioAGO.gov.

Thank you,

Implementation Administrator for the Purdue Direct Settlement

The Implementation Administrator is retained to provide the settlement notice required by the Purdue Direct Settlement to manage the collection of the participation forms for it.

EXHIBIT K
Subdivision Participation and Release Form

Governmental Entity: Perrysburg city	State: OH
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the “*Agreement*”)¹, and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopiodsettlement.com>.
3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as and to the extent provided in, and for resolving disputes to the extent provided in, the

¹ Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.



Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the “Shareholder Released Claims”, and as it pertains to the Released Parties other than the Shareholder Released Parties, the “Released Claims”). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.
9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term “Shareholder Released



Claims” and “Released Claims”) are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity’s power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.
11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.
12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities’ decision to participate in the Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.
14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.



I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Resolution 81-2025

DATE: September 16, 2025



Subject Matter/Background

This Resolution authorizes the City Administrator to accept the material terms of a new National Opioid Settlement involving Secondary Manufacturers, specifically: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus and to complete all necessary documentation for the City of Perrysburg's participation in the settlement by the required deadline of **October 8, 2025**.

The City previously adopted Resolutions 26-2022 and 27-2022, joining the ONEOHIO Memorandum of Understanding (MOU). The MOU establishes an effective means of distributing any potential settlement funds obtained between the State of Ohio and its local governments. Its goal is to ensure that any funds received are used effectively and meaningfully in abating the opioid epidemic.

In response, the State and local governments have initiated litigation to hold entities involved in the opioid supply chain accountable for their roles in the crisis including Secondary Manufacturers, which have now become part of a proposed national settlement.

The City's participation in this settlement aligns with the ongoing commitment to secure resources to address the public health issue caused by opioids. Funds from this settlement will be distributed pursuant to the ONEOHIO MOU, in order to be consistent with other opioid settlements.

Financial Review

There is no funding needed for this resolution.

Recommendation

If City Council is in agreement, a motion to suspend the three readings, waive the rules, and authorize this Resolution as an Emergency to allow for immediate action to meet settlement deadlines and secure funding critical to Perrysburg's efforts in combating the opioid epidemic.

RESOLUTION 81-2025

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ACCEPT THE MATERIAL TERMS OF THE NEW NATIONAL OPIOID SETTLEMENT TO RESOLVE OPIOID LITIGATION AGAINST SECONDARY MANUFACTURERS AND TO COMPLETE NECESSARY FORMS FOR THE SETTLEMENT; AND DECLARING AN EMERGENCY

WHEREAS, on April 19, 2022, Council adopted Resolutions 26-2022 and 27-2022 to adopt the ONEOHIO Memorandum of Understanding to create an effective means of distributing any potential settlement funds obtained under the MOU between the State of Ohio and Local Governments in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Ohio, as well as to permit collaboration and explore potentially earlier resolution of the Opioid Litigation against Opioid Pharmaceutical Supply Chain Participants; and,

WHEREAS, the people of the State of Ohio and its communities have been harmed by misfeasance, nonfeasance, and malfeasance committed by certain entities within the opioid pharmaceutical supply chain; and,

WHEREAS, the State of Ohio, through its Attorney General, and certain local governments, through their elected representatives and counsel, have engaged in litigation seeking to hold opioid pharmaceutical supply chain participants accountable for the damage caused by their misfeasance, nonfeasance, and malfeasance; and,

WHEREAS, the State of Ohio, through its Governor and Attorney General, and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance, and malfeasance throughout the State of Ohio; and,

WHEREAS, therefore, the State of Ohio has chosen to participate in a new proposed national opioid settlement with opioid pharmaceutical supply chain secondary manufacturers: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus (hereinafter "Secondary Manufacturers"); and,

WHEREAS, consistent with the previously entered settlements, proceeds from these settlements will be allocated and distributed in accordance with the ONEOHIO Memorandum of Understanding; and,

WHEREAS, City Council wishes to agree to the material terms of the proposed New National Opioid Settlements with Secondary Manufacturers.

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

SECTION 1. The City Administrator is hereby authorized to accept the material terms of the New National Opioid Settlement with Secondary Manufacturers and to complete the required forms for the settlement by October 8, 2025, in accordance with the New National Opioid Settlement.

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

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

New National Opioids Settlement: Secondary Manufacturers
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Perrysburg city, OH
Reference Number: CL-1769131

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SECONDARY MANUFACTURERS SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: October 8, 2025

A new proposed national opioids settlement ("*Secondary Manufacturers Settlements*") has been reached with eight opioids manufacturers: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus ("*Settling Defendants*"). This *Combined Participation Package* is a follow-up communication to the *Notice of National Opioids Settlement* recently received electronically by your subdivision.

You are receiving this *Combined Participation Package* because Ohio is participating in the Secondary Manufacturers Settlements.

If a state is not eligible to or does not participate in the settlement with a particular manufacturer, the subdivisions in that state are not eligible to participate in that manufacturer's settlement.

This electronic envelope contains:

- A *Combined Participation Form* for the *Secondary Manufacturers Settlements* that your subdivision is eligible to join, including a release of any claims.

The *Combined Participation Form* must be executed, without alteration, and submitted on or before October 8, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the *Secondary Manufacturers Settlement*.

Based upon *Combined Participation Forms* received on or before October 8, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for each settlement to move forward and whether a state earns its maximum potential payment under each settlement. If a settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also

reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *Secondary Manufacturers Settlements* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for this new settlement the same as they did for the prior opioids settlements but states may choose to treat this settlement differently.

Information and documents regarding the *Secondary Manufacturers Settlements*, implementation in your state, and how funds will be allocated within your state can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

This *Participation Packet* is different than the participation packet you recently received from Rubris concerning a settlement with Purdue Pharma, L.P, and the Sackler Family. The *Secondary Manufacturers Settlements* discussed in this *Participation Packet* are different than the settlement with Purdue and the Sacklers, and you may participate in the *Secondary Manufacturers Settlements* regardless of whether you join the Purdue and Sackler settlement.

How to return signed forms:

There are three methods for returning the executed *Combined Participation Form* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Combined Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Combined Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Combined Participation Form* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Combined Participation Form* using DocuSign, the signed *Combined Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and

reference ID of your subdivision in the body of the email and use the subject line Combined Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Combined Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/additional-settlements/>. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on October 8, 2025.

If you have any questions about executing the *Combined Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or the Office of the Ohio Attorney General at 800-282-0515.

Thank you,

Secondary Manufacturers Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the Secondary Manufacturers Settlements and to manage the collection of the Combined Participation Form.

EXHIBIT K**Secondary Manufacturers' Combined Subdivision Participation and Release Form**
("Combined Participation Form")

Governmental Entity: Perrysburg city	State: OH
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to each of the settlements which are listed in paragraph 1 below (each a "Secondary Manufacturer's Settlement" and collectively, "the Secondary Manufacturers' Settlements"), and acting through the undersigned authorized official, hereby elects to participate in each of the Secondary Manufacturers' Settlements, release all Released Claims against all Released Entities in each of the Secondary Manufacturers' Settlements, and agrees as follows.

1. The Participating Entity hereby elects to participate in each of the following Secondary Manufacturers' Settlements as a Participating Entity:
 - a. Settlement Agreement for Alvogen, Inc. dated April 4, 2025.
 - b. Settlement Agreement for Apotex Corp. dated April 4, 2025.
 - c. Settlement Agreement for Amneal Pharmaceuticals LLC dated April 4, 2025.
 - d. Settlement Agreement for Hikma Pharmaceuticals USA Inc. dated April 4, 2025.
 - e. Settlement Agreement for Indivior Inc. dated April 4, 2025.
 - f. Settlement Agreement for Viatris Inc. ("Mylan") dated April 4, 2025.
 - g. Settlement Agreement for Sun Pharmaceutical Industries, Inc. dated April 4, 2025.
 - h. Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. dated April 4, 2025.
2. The Governmental Entity is aware of and has reviewed each of the Secondary Manufacturers' Settlements, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in each of the Secondary Manufacturers' Settlements, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in each of the Secondary Manufacturers' Settlements and become a Participating Subdivision as provided in each of the Secondary Manufacturers' Settlements.
3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in each of the Secondary Manufacturers' Settlements. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity



authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of the manufacturers listed in paragraph 1 above substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.

4. The Governmental Entity agrees to the terms of each of the Secondary Manufacturers' Settlements pertaining to Participating Subdivisions as defined therein.
5. By agreeing to the terms of each of the Secondary Manufacturers' Settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through each of the Secondary Manufacturers' Settlements solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court and agrees to follow the process for resolving any disputes related to each Secondary Manufacturer's Settlement as described in each of the Secondary Manufacturers' Settlements.¹
8. The Governmental Entity has the right to enforce each of the Secondary Manufacturers' Settlements as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in each of the Secondary Manufacturers' Settlements, including without limitation all provisions related to release of any claims,² and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in each of the Secondary Manufacturers' Settlements in any forum whatsoever. The releases provided for in each of the Secondary Manufacturers' Settlements are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in each of the Secondary Manufacturers' Settlements the broadest possible bar against any liability relating in any way to Released

¹ See Settlement Agreement for Alvogen, Inc. Section VII.F.2; Settlement Agreement for Apotex Corp. Section VII.F.2; Settlement Agreement for Amneal Pharmaceuticals LLC Section VII.F.2; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section VII.F.2; Settlement Agreement for Indivior Section VI.F.2; Settlement Agreement for Mylan Section VI.F.2; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section VII.F.2; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section VII.F.2.

² See Settlement Agreement for Alvogen, Inc. Section XI; Settlement Agreement for Amneal Pharmaceuticals LLC Section X; Settlement Agreement for Apotex Corp. Section XI; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section XI; Settlement Agreement for Indivior Section X; Settlement Agreement for Mylan Section X; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section XI; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section XI.



Claims and extend to the full extent of the power of the Governmental Entity to release claims. Each of the Secondary Manufacturers' Settlements shall be a complete bar to any Released Claim against that manufacturer's Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in each of the Secondary Manufacturers' Settlements.
11. In connection with the releases provided for in each of the Secondary Manufacturers' Settlements, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in each of the Secondary Manufacturers' Settlements, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in each of the Secondary Manufacturers' Settlements.

12. The Governmental Entity understands and acknowledges that each of the Secondary Manufacturers' Settlements is an independent agreement with its own terms and conditions. Nothing herein is intended to modify in any way the terms of any of the Secondary Manufacturers' Settlements, to which Governmental Entity hereby agrees, aside from the exceptions in paragraph 13 below. To the extent this Combined Participation Form is interpreted differently from any of the Secondary Manufacturers' Settlements in any respect, the individual Secondary Manufacturer's Settlement controls.
13. For the avoidance of doubt, in the event that some but not all of the Secondary Manufacturers' Settlements proceed past their respective Reference Dates, all releases and other commitments or obligations shall become void **only as to** those Secondary Manufacturers' Settlements that fail to proceed past their Reference Dates. All releases and other commitments or obligations (including those contained in this Combined Participation Form) shall remain in full effect as to each Secondary Manufacturer's Settlement that proceeds past its Reference Date, and this Combined Participation Form need not be modified, returned, or destroyed as long as any Secondary Manufacturer's Settlement proceeds past its Reference Date.



I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Resolution 82-2025

DATE: September 16, 2025



Subject Matter/Background

The Perrysburg Schools Foundation has offered to donate a statue of Al Rava, valued at approximately Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00), to the City of Perrysburg. The statue is intended to be installed at Municipal Park near the Al Rava Tennis Courts.

To ensure the long-term care of the statue, the donation is dependent on a perpetual maintenance agreement, which the Perrysburg Schools Foundation will be responsible for the ongoing maintenance of the statue.

This Resolution authorizes the Mayor to accept the donation on behalf of the City, subject to an agreement for future maintenance needs of the statue to be provided by the Perrysburg School Foundation.

Financial Review

There is no funding needed for this Resolution.

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 82-2025

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT THE DONATION OF A STATUE OF AL RAVA FROM THE PERRYSBURG SCHOOLS FOUNDATION TO BE PLACED AT MUNICIPAL PARK NEAR THE AL RAVA TENNIS COURTS; AND DECLARING AN EMERGENCY

WHEREAS, the City of Perrysburg received donation of a statue of Al Rava with an estimated value of Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) from the Perrysburg Schools Foundation to be installed at Municipal Park near the Al Rava Tennis Courts; and,

WHEREAS; the City desires to accept the donation of the statue and allow placement of the statue in Municipal Park near the Al Rava Tennis Courts, subject to a perpetual maintenance agreement for future maintenance needs of the statue to be provided by the Perrysburg School Foundation.

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

SECTION 1. The Mayor is hereby authorized to accept the donation of a statue of Al Rava with an estimated value of Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) from the Perrysburg Schools Foundation to be installed at Municipal Park near the Al Rava Tennis Courts, subject to a perpetual maintenance agreement for future maintenance needs of the statue to be provided by the Perrysburg School Foundation.

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

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

President of Council

Mayor

PASSED: _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Resolutions 83-2025, 84-2025, 85-2025

DATE: September 16, 2025



Subject Matter/Background

These Resolutions are to accept the donations from STONECO for thirty-one (31) tons of New Cast Sand valued at Six Thousand Two Hundred Dollars and Zero Cents (\$6,200.00), a donation of delivery services from S&H Hualing, LLC valued at One Thousand Five Hundred Dollars and Zero Cents (\$1,500.00) and for a donation of one hundred (100) tons of #57 Stone from Cardinal Aggregates, Inc. valued at One Thousand Nine Hundred Dollars and Zero Cents (\$1,900.00), all three donations will be utilized for the sand volleyball courts at Rivercrest Park.

Financial Review

There is no funding needed for these resolutions.

Legal Review

These resolutions have been reviewed and are appropriately before you.

Recommendation

If City Council is in agreement, a motion to suspend the three readings, waive the rules, and authorize these resolutions as an Emergency is recommended.

RESOLUTION 83-2025

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT THE DONATION OF SAND FROM STONECO TO BE UTILIZED IN THE SAND VOLLEYBALL COURTS AT RIVERCREST PARK; AND DECLARING AN EMERGENCY

WHEREAS, the City of Perrysburg received donation of thirty-one (31) tons of New Cast Sand valued at Six Thousand Two Hundred Dollars and Zero Cents (\$6,200.00) from STONECO to be utilized in the sand volleyball courts at Rivercrest Park; and,

WHEREAS; the City desires to accept the donation of sand from STONECO.

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

SECTION 1. The Mayor is hereby authorized to accept the donation thirty-one (31) tons of New Cast Sand valued at Six Thousand Two Hundred Dollars and Zero Cents (\$6,200.00) from STONECO to be utilized in the sand volleyball courts at Rivercrest Park.

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

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

President of Council

Mayor

PASSED: _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR



Andrew Mann
Sales Representative

Phone:
Fax:
andrew.mann@shellyco.com

QUOTE # Q1176131-1
Quote Date: 9/4/2025
Expiration Date: 10/4/2025

Customer Information:

Job Quote Information:

25967	Credit Card-Clay Center	Job Name: PERRYSBURG VB SAND Description: OH
Contact: Phone: Fax: Email:	CITY OF PERRYSBURG rross@perrysburgoh.gov	Payment Remit To: Stoneco, Inc. P O Box 781941 Detroit MI 48278-1941

Location	Product	Description	Quantity	Unit	Material Rate
Clay Center Quarry	289.380	New Cast Sand (Fine)	200	TON	\$31.00

Comments: Attached Standard Terms and Conditions Apply

- All purchase orders, tax exemption certificates, and payments must be made out to: **Stoneco, Inc.**
- It is the responsibility of each customer and each driver hauling product from our facilities to comply with highway load limit laws.
- All pricing becomes effective only after our Sales Department receives your signed acknowledgment.
- Acknowledgment must be received within 30 days of the date of this quote or Stoneco, Inc. reserves the right to revise all pricing and conditions.
- Account must be in good credit standing in order to receive quoted prices.
- Prices and terms not applicable if account is on credit hold at time of sale.
- Prices shown above do not include any taxes.
- Any applicable taxes will be included at the time of sale unless a valid tax exemption certificate is on file in our office.**
- Stoneco, Inc. cannot guarantee quantities per day for independent brokers.
- Fuel surcharges may apply.
- All haul rates are based on a 16-ton minimum and the rate may be adjusted for loads under 16 tons.

Please send all related documents including the signed quote / purchase order, notice of commencement, and exemption certificates to: **andrew.mann@shellyco.com** or .

Representative Signature

Customer Acceptance Signature

STANDARD TERMS AND CONDITIONS – MATERIAL SALES

1. **Applicability.** The accompanying quotation/confirmation of sale/invoice and these terms (collectively, the “**Order**”) comprise the entire agreement between the parties, and supersedes all prior or contemporaneous communications, understandings, agreements, negotiations, representations and warranties. These terms prevail over any of Buyer’s general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms.
2. **Payment.** Payment terms are net 30 days from date of purchase or sooner as may be required by applicable law. Late payments shall accrue a finance charge of one and one-half percent (1½%) per month or the highest rate allowable by law, whichever is less. Seller shall be entitled to recover all costs and expenses, including reasonable attorneys’ fees, arising out of Buyer’s failure to make all payments due under this Order in a timely manner.
3. **Taxes.** Buyer is responsible for payment of all taxes and duties of any nature whatsoever, including any local, state and federal taxes. Buyer agrees to indemnify and hold Seller harmless from any and all costs and expenses associated with any levy or attempted levy of any such taxes on Seller.
4. **Suspension; Termination.** In addition to any other remedies available to Seller, Seller may suspend or terminate this Order with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Order (or any other agreement Buyer has with Seller); (ii) has not otherwise performed or complied with any of these terms (or complied with the terms of any other agreement Buyer has with Seller); (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors; or (iv) exhibits other adverse credit conditions that are unsatisfactory to Seller, as determined by Seller in its sole discretion.
5. **Shipment; Delivery Conditions.** Unless otherwise agreed in writing, all materials purchased by Buyer shall be FOB Seller’s plant sourcing the Order. If FOB Destination, the Buyer agrees to provide suitable roadways or approaches to points of delivery. Seller reserves the right to cease deliveries if Seller concludes, in its sole opinion, that the roadways or approaches are unsatisfactory. In the event Buyer orders delivery beyond curb line, Buyer assumes liability for damages to sidewalks, driveways or other property, loss and expense incurred as a result of such deliveries to the maximum extent allowed by law. Prices quoted herein are based on prompt unloading of trucks, and in case repeated delays in unloading, deliveries may be discontinued until conditions are corrected. Delays of more than 20 minutes are subject to an additional charge.
6. **Title and Risk of Loss.** Title and risk of loss passes to Buyer at the time the materials are loaded into Buyer’s, or Buyer’s agents’, vehicles, barges or other modes of transport, in the case of FOB Plant sales, or in the case of Seller’s delivery, upon delivery of the Materials at Buyer’s location.
7. **Warranty.** Seller warrants that the goods herein will conform to the specifications provided to Seller prior to manufacture or shipment of the materials. Seller’s obligation to meet the applicable specifications supersedes any and all other warranties. **SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES.** Buyer shall verify that Seller’s materials comply with the plans and specifications prior to installation. Changes to the plans and specifications shall be made by written change order and Seller shall be entitled to an equitable price adjustment for such changes. The express limited warranty set forth herein shall be void if Buyer fails to pay Seller in full for the materials provided by Seller pursuant to this Order.
8. **Time.** If Seller agrees to deliver the goods, Seller shall make reasonable efforts to deliver the goods by the specified delivery date and shall provide notice to Buyer of any expected delays in delivery. Seller is not responsible for failure to supply materials due to labor disputes, repairs to machinery, fire, flood, adverse weather conditions, inability to obtain transportation, fuel, electric power, or operating materials or machinery at reasonable cost; or by reason of any other cause beyond its control, including the inability to produce materials meeting any applicable specification or requirement. In the event any such contingency should occur, Seller reserves the right to determine the order of priority of delivering to its purchasers.
9. **Modification.** No amendment or modification of this Order shall be valid or enforceable unless in writing and signed by the party sought to be charged, and no prior or current course of dealing between the parties, or any usage of trade or custom of the industry shall modify or supplement the terms and conditions of this Order.
10. **No Waiver.** The failure of Seller to exercise any right granted hereunder shall not impair or waive Seller’s privilege of exercising such right to any subsequent time or times.
11. **Damages.** Seller’s liability for any and all damages related to this Order shall be limited to replacement of materials sold hereunder. **IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WITH REGARD TO ANY CLAIM ARISING OUT OF OR RELATING TO THIS ORDER.**
12. **Indemnity.** To the maximum extent permitted by applicable law, Buyer shall defend, indemnify and hold Seller, its officers, employees, agents, insurers, sureties, and affiliates, harmless from any and all losses, damages, expenses (including attorneys’ fees), claims, suits, liabilities, fines and remedial or clean-up costs arising out of or in any way related to: (i) Buyer’s breach of this Agreement; (ii) any act or omission by or on behalf of Buyer, its employees, and agents; or (iii) the negligent or alleged wrongful installation of Seller’s materials.
13. **Applicable Law.** This Order, and the rights, duties, obligations and remedies of the parties shall be governed by or construed in accordance with the laws of the state of Seller’s plant sourcing the Order.
14. **Miscellaneous.** (A) Buyer shall be responsible for testing the materials and confirming that the materials comply with Buyer’s specifications at Seller’s facility prior to directing shipment. (B) Unless otherwise stated in this Agreement or the quote provided herewith, prices quoted shall be good for a period of thirty days. (C) Prices are based upon estimated quantities. If quantities vary more than ten percent (10%) from estimated quantities, prices are subject to adjustment corresponding with any resulting increase in Seller’s costs. (D) All funds paid to Buyer from a third party, for the materials or any portion of the materials sold to Buyer hereunder shall be deemed in trust for the payment of all materials, and such funds shall not become the property of Buyer nor may any portion of such funds be used by Buyer for any purpose, until full payment is made for all materials sold by Seller to Buyer hereunder. (E) For a copy of Safety Data Sheets or product label information, please contact Seller at the phone number or address set forth on the attached page for alternate delivery method or visit Seller’s website. Buyer agrees to draw to the attention of any persons handling or using the materials or having access to the materials while in Buyer’s possession or to whom Buyer sells the materials or any part thereof any warning, information of suggestions which are contained or referred to in the Safety Data sheets or label information, or any other literature or packaging relating to the materials.
15. **MANDATORY BINDING ARBITRATION: ALL CLAIMS OR CONTROVERSIES ARISING OUT OF OR RELATED TO THIS ORDER, SHALL BE SUBMITTED TO AND RESOLVED BY BINDING ARBITRATION BY A SINGLE ARBITRATOR IN THE COUNTY AND STATE OF SELLER’S SOURCE PLANT FOR THE ORDER. THE AMERICAN ARBITRATION ASSOCIATION (“AAA”) SHALL CONDUCT THE ARBITRATION AND THE COSTS OF THE ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES. NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY IN THIS ORDER, THE PARTIES AGREE: THAT THE UNDERLYING AWARD MAY BE APPEALED PURSUANT TO THE AAA’S OPTIONAL APPELLATE ARBITRATION RULES (“APPELLATE RULES”); THAT THE UNDERLYING AWARD RENDERED BY THE ARBITRATOR SHALL, AT A MINIMUM, BE A REASONED AWARD; AND THAT THE UNDERLYING AWARD SHALL NOT BE CONSIDERED FINAL UNTIL AFTER THE TIME FOR FILING THE NOTICE OF APPEAL PURSUANT TO THE APPELLATE RULES HAS EXPIRED.**

RESOLUTION 84-2025

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT THE DONATION OF DELIVERY SERVICES FROM S&H HAULING, LLC FOR THE SAND VOLLEYBALL COURTS AT RIVERCREST PARK; AND DECLARING AN EMERGENCY

WHEREAS, the City of Perrysburg received a donation of Delivery Services valued at One Thousand Five Hundred Dollars and Zero Cents (\$1,500.00) from S&H Hauling, LLC for the delivery of materials to be utilized in the sand volleyball courts at Rivercrest Park; and,

WHEREAS; the City desires to accept the donation of Delivery Services from S&H Hauling, LLC.

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

SECTION 1. The Mayor is hereby authorized to accept the donation of Delivery Services valued at One Thousand Five Hundred Dollars and Zero Cents (\$1,500.00) from S&H Hauling, LLC for the delivery of materials to be utilized in the sand volleyball courts at Rivercrest Park.

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

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

President of Council

Mayor

PASSED: _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR



7901 W. Sylvania Ave, ste. C
 Sylvania, OH 43560
 Office: 419-841-6001
 www.sh-hauling.com

QUOTE # 151229

DATE 9/5/2025

Name / Address
SHELLY MATERIALS 1700 Fostoria Ave Findlay, OH 45839 4194228854

Job		P.O No.	Terms
PERRYSBURG VOLLEYBALL COURTS			
Item	Description / QTY	Pricing	Unit
STONECO CLAY CENTER		\$7.50	/Ton

Quoted prices good for 30 days.

Phone #	Fax #	Contact
419-322-2077	419-841-6005	chris@sh-hauling.com

RESOLUTION 85-2025

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT THE DONATION OF STONE FROM CARDINAL AGGREGATES, INC. TO BE UTILIZED IN THE SAND VOLLEYBALL COURTS AT RIVERCREST PARK; AND DECLARING AN EMERGENCY

WHEREAS, the City of Perrysburg received donation of one hundred (100) tons of #57 Stone valued at One Thousand Nine Hundred Dollars and Zero Cents (\$1,900.00) from Cardinal Aggregates, Inc. to be utilized in the sand volleyball courts at Rivercrest Park; and,

WHEREAS; the City desires to accept the donation of stone from Cardinal Aggregates, Inc.

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

SECTION 1. The Mayor is hereby authorized to accept the donation of one hundred (100) tons of #57 Stone valued at One Thousand Nine Hundred Dollars and Zero Cents (\$1,900.00) from Cardinal Aggregates, Inc. to be utilized in the sand volleyball courts at Rivercrest Park.

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

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

President of Council

Mayor

PASSED: _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR



8026 Fremont Pike
Perrysburg, OH 43551
Phone: 419-872-4380

City of Perrysburg
City Council Members
One Main Street
Perrysburg, OH 43551

September 09, 2025

Re: City of Perrysburg Donation of 100 Tons of #57 Stone Rivercrest Park

Dear City Council Members,

I hope this letter finds you well. On behalf of Cardinal Aggregates, Inc., I am pleased to offer a donation of 100 tons of #57 stone for the Rivercrest Park Upgrades project in Perrysburg. We believe this contribution will help further enhance the park's infrastructure and support your ongoing efforts to improve the community's outdoor spaces.

We recognize the importance of parks like Rivercrest in providing recreational opportunities for the residents of Perrysburg, and we are excited to be part of this valuable project.

We are happy to assist in any way we can.

Sincerely,

Phil Eisel
V.P. of Operations
Cardinal Aggregates, Inc.

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Ordinance 99-2025

DATE: August 5, 2025



Subject Matter/Background

The City of Perrysburg has determined it necessary to update Chapter 813 to provide clarity and further guidance for the owners and operators of Mobile Food Units

The Safety Committee considered the measure at its meeting on July 28, 2025, and unanimously recommended the ordinance to City Council.

Financial Review

This legislation should have no financial impact on the City of Perrysburg

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

1st Reading – September 2, 2025
2nd Reading – September 16, 2025
3rd Reading and vote – October 7, 2025

ORDINANCE 99-2025

**AN ORDINANCE AMENDING PERRYSBURG CODIFIED
ORDINANCE CHAPTER 813**

WHEREAS, Perrysburg Codified Ordinance Chapter 813 establishes the rules and regulations for the operation of Mobile Food Vehicles within the City of Perrysburg; and,

WHEREAS, the City of Perrysburg has determined it necessary to update the Chapter to provide clarity and further guidance for the owners and operators of Mobile Food Units; and,

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

SECTION 1. Codified Ordinance Chapter 813 which currently reads as shown in Exhibit A, attached hereto and incorporated herein, is hereby added to, amended, and adopted to read as shown in Exhibit B, attached hereto and incorporated herein.

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

SECTION 3. This Ordinance 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

CHAPTER 813 Mobile Food Vehicles

[813.01](#) Definitions.

[813.02](#) Registration required.

[813.03](#) Application for registration.

[813.04](#) Furnishing of information.

[813.05](#) Permit.

[813.06](#) Enforcement and penalty.

813.01 DEFINITIONS.

The following terms shall have the following meanings when used in this chapter:

- (a) The City Administrator shall mean the City Administrator of the City of Perrysburg.
- (b) The Tax Administrator shall mean the Income Tax Commissioner of the City of Perrysburg.
- (c) Food Establishment shall mean a business operation or any part thereof that stores, prepares, packages, serves, vends or otherwise provides food and/or beverages for human consumption.
- (d) Mobile Food Vehicle shall mean a Food Establishment that is located upon a vehicle including motorcycles and bicycles, or which is pulled by a vehicle. This definition includes mobile food kitchens, pushcart vendors, bicycle cart vendors, mobile food trucks, canteen trucks and coffee trucks.
- (e) Mobile Food Vehicle Operator shall mean any and all persons associated with the operation of a Mobile Food Vehicle for which registration has been made to operate the Mobile Food Vehicle within the City.

(Ord. 52-2017. Passed 8-1-17.)

813.02 REGISTRATION REQUIRED.

Except as provided in [813.03\(c\)](#), no Mobile Food Vehicle shall be operated in the City without first registering with the City Administrator. A separate registration must be made for each and every Mobile Food Vehicle to be operated within the City.

(Ord. 52-2017. Passed 8-1-17.)

813.03 APPLICATION FOR REGISTRATION.

(a) Each Mobile Food Vehicle operator shall, prior to commencing operations within the City, furnish the City Administrator, on a form provided by the City, a fully executed application for registration to operate a Mobile Food Vehicle within the City.

(b) Applications for registrations to operate Mobile Food Vehicles will be accepted by the City Administrator beginning January 1 of each calendar year.

(c) Mobile Food Vehicles operating within the boundaries of the City, stopping, standing or otherwise parking in the public right of way for only 15 consecutive minutes or less, shall not be required to apply for registration to operate a Mobile Food Vehicle within the boundaries of the City in the public right of way.

(Ord. 57-2021. Passed 11-16-21.)

813.04 FURNISHING OF INFORMATION.

A Mobile Food Vehicle Operator, prior to commencing Mobile Food Vehicle operations within the City, shall furnish the City Administrator with the following documents and information:

(a) A current, written certification that the Mobile Food Vehicle has passed all necessary inspections required by the City Fire Department;

(b) A current written certification that the Mobile Food Vehicle Operator and the Mobile Food Vehicle have passed all necessary inspections and are in full compliance with the Wood County Health Department;

(c) A letter of good standing from the City Income Tax Division with respect to the Mobile Food Vehicle operations; and

(d) A current certificate of insurance evidencing general liability coverage in the minimum amount of one million dollars (\$1,000,000.00) in the aggregate in a form acceptable to the City.

(Ord. 52-2017. Passed 8-1-17.)

813.05 PERMIT.

(a) Each Mobile Food Vehicle Operator shall, prior to commencing operations within the City, pay an annual, nonrefundable permit fee to the City Administrator in the amount of \$100.00.

(b) The City shall, no later than 14 days after receiving (i) a fully executed application for registration to operate a Mobile Food Vehicle within the City, (ii) all other required documents and information, and (iii) an annual permit fee, issue a permit to the Mobile Food Vehicle Operator to operate the Mobile Food Vehicle within the City.

(c) Mobile Food Vehicle permits must be on display, on the vehicle, in full sight for all to see at all times while the Mobile Food Vehicle is operating within the City.

(d) Mobile Food Vehicle permits are specific to the Mobile Food Vehicle Operator and the Mobile Food Vehicle.

(e) Mobile Food Vehicle permits will automatically expire each year on December 31.

(f) No annual permit fee shall be required of Mobile Food Vehicles or Mobile Food Vehicle Operators owned or compensated by a food establishment currently operating within the boundaries of the City, from a fixed location (i.e., from owned or leased real property), and in compliance with all other applicable, local regulations.

(Ord. 52-2017. Passed 8-1-17.)

813.06 ENFORCEMENT AND PENALTY.

In the case of a failure by any Mobile Food Vehicle Operator to comply with any of the provisions of this chapter, such Mobile Food Vehicle Operator shall be in violation and shall be subject to a penalty.

(a) The provisions of this section shall be enforceable by the Perrysburg Police Division.

(b) A penalty in the amount of one hundred dollars (\$100.00) shall be assessed and immediately payable for failure to comply with any of the provisions of this chapter. A separate offense shall be deemed committed each day, or part thereof, for which a Mobile Food Vehicle Operator fails to comply with any of the provisions of this chapter. Any and all penalties are in addition to the annual permit fee.

(c) No penalty shall be imposed under this chapter with respect to any failure if it is shown that such failure is due to reasonable cause and not to willfull neglect.

(d) Upon discovery of the violation, the Mobile Food Vehicle operator shall be served with notice of violation and demand for penalty in the same manner as a fine. Upon service with the notice of violation, the Mobile Food Vehicle operator shall immediately cease operations within the City of Perrysburg until such time as the Mobile Food Vehicle operator is issued a valid permit for operations.

(e) No Mobile Food Vehicle Operator shall be permitted to operate a Mobile Food Vehicle within the City for any year in which it has been assessed penalties under this chapter on more than two occasions.

(Ord. 22-2019. Passed 6-4-19.)

Exhibit B

CHAPTER 813

Mobile Food Units

813.01 Definitions.

813.02 Registration required.

813.03 Application for registration.

813.04 Furnishing of information.

813.05 Permit.

813.06 General Requirements

813.07 Enforcement and penalty.

813.01 DEFINITIONS.

The following terms shall have the following meanings when used in this chapter:

- (a) "City Administrator" shall mean the City Administrator of the City of Perrysburg, or their designee.
- (b) "Tax Administrator" shall mean the Income Tax Commissioner of the City of Perrysburg, or their designee.
- (c) "Retail Food Establishment" means a premises or part of a premises where food is stored, processed, prepared, manufactured, or otherwise held or handled for retail sale. Except when expressly provided otherwise, "retail food establishment" includes a mobile retail food establishment, seasonal retail food establishment, and temporary retail food establishment.
- (d) "Food service operation" means a place, location, site, or separate area where food intended to be served in individual portions is prepared or served for a charge or required donation. As used in this division, "served" means a response made to an order for one or more individual portions of food in a form that is edible without washing, cooking, or additional preparation and "prepared" means any action that affects a food other than receiving or maintaining it at the temperature at which it was received.
- (e) "Mobile Food Service Operation" means a food service operation that is operated from a movable vehicle, portable structure, or watercraft and that routinely changes location, except that if the operation remains at any one location for more than forty consecutive days, the operation is no longer a mobile food service operation. "Mobile food service operation" includes a food service operation that does not remain at any one location for more than forty consecutive days and serves, in a manner consistent with division (F) of this section, only frozen desserts; beverages, nuts, popcorn, candy, or similar confections;

bakery products identified in Section 911.01 of the Ohio Revised Code; or any combination of those items.

- (f) "Mobile Food Unit" shall mean any apparatus or equipment that is used to cook, prepare or serve food, and that routinely changes or can change location and is operated from a moveable vehicle or apparatus, including but not limited to motorized vehicles, trailers, and hand propelled carts.
- (g) "Mobile Food Unit Operator" shall mean any and all persons associated with the operation of a Mobile Food Unit for which registration has been made to operate the Mobile Food Unit within the City.

813.02 REGISTRATION REQUIRED.

Except as provided in 813.03(c), no Mobile Food Unit shall be operated in the City without first registering with the City Administrator. A separate registration must be made for each and every Mobile Food Unit to be operated within the City.

813.03 APPLICATION FOR REGISTRATION.

- (a) Each Mobile Food Unit operator shall, prior to commencing operations within the City, furnish the City Administrator, on a form provided by the City, a fully executed application for registration to operate a Mobile Food Unit within the City.
- (b) Applications for registrations to operate Mobile Food Units will be accepted by the City Administrator beginning April 1 of each calendar year. Registrations will be valid for one year starting April 1 and terminating on March 31. Any registrations granted in 2025 will be valid until March 31, 2026.
- (c) Mobile Food Units operating within the boundaries of the City, stopping, standing or otherwise parking in the public right of way for only 15 consecutive minutes or less, shall not be required to apply for registration to operate a Mobile Food Unit within the boundaries of the City in the public right of way.

813.04 FURNISHING OF INFORMATION.

A Mobile Food Unit Operator, prior to commencing Mobile Food Unit operations within the City, shall furnish the City Administrator with the following documents and information:

- (a) A current written certification that the Mobile Food Unit Operator and the Mobile Food Unit have passed all necessary inspections and are in full compliance with a State of Ohio Health Department; and
- (b) A letter of good standing from the City Income Tax Division with respect to the Mobile Food Unit Operations; and
- (c) A current certificate of insurance evidencing general liability coverage in the minimum amount of one million dollars (\$1,000,000.00) in the aggregate in a form acceptable to the City.
- (d) A current, written certification that the Mobile Food Unit has passed all necessary annual inspections required by the City Fire Division.

- a. If the City Fire Division is to provide any inspections, inspections by the City Fire Division will be provided after application and payment of the annual, non-refundable permit fee.
- b. Inspections are only valid for the permitted period.

813.05 PERMIT.

- (a) Each Mobile Food Unit Operator shall, prior to commencing operations within the City, apply for an annual permit and pay an annual, nonrefundable permit application fee to the City Administrator in the amount of \$100.00.
- (b) Once the City has received: (i) a fully executed application for registration to operate a Mobile Food Unit within the City, (ii) all other required documents and information, and (iii) an annual permit fee, the City shall have a fourteen (14) business day period to review the provided materials and determine if a permit will issued to the Mobile Food Unit Operator to operate the Mobile Food Unit within the City.
 - (1) In making its determination, the City may review any and all information pertaining to the Mobile Food Unit and Mobile Food Unit Operator including, but not limited to, violations and suspensions in other jurisdictions within the past two (2) years.
 - i. Any open or outstanding violations or suspensions are grounds for immediate denial of a permit application. If the applicant remedies the open violations or suspensions within ten (10) business days of the denial of the permit application, the applicant may resubmit their application at no additional cost to the applicant.
 - (2) Nothing in this Section shall be construed as a requirement for the City to issue a Mobile Food Unit permit. The City may deny any application for a Mobile Food Unit permit for any reason, with or without cause.
- (c) Mobile Food Unit permits must be on display, on the vehicle, in full sight for all to see at all times while the Mobile Food Unit is operating within the City.
- (d) Mobile Food Unit permits are specific to the Mobile Food Unit Operator and the Mobile Food Unit.
- (e) Mobile Food Unit permits will automatically expire each year on March 31.
- (f) No annual permit fee shall be required of Mobile Food Units or Mobile Food Unit Operators owned or compensated by a food establishment currently operating within the boundaries of the City, from a fixed location (i.e., from owned or leased real property), and in compliance with all other applicable, local regulations.

813.06 GENERAL REQUIREMENTS.

- (a) All Mobile Food Units must be in compliance with Section 320 of the Ohio Fire Code.
- (b) No Mobile Food Unit shall operate in the City without a valid Mobile Food Unit Permit.
- (c) No property or business shall be permitted to host a Mobile Food Unit without a valid Mobile Food Unit Permit issued pursuant to this Chapter.
- (d) No Mobile Food Unit shall be parked on the street overnight, or left unattended or unsecured at any time food is kept in the Mobile Food Unit.
 - (1) The owner or operator of any Mobile Food Unit found to be in violation of this subsection may be charged with a violation of this chapter.
- (e) Mobile Food Units are prohibited from selling alcoholic beverages.

- (f) Mobile Food Units shall serve pedestrian customers only, drive-in or drive-through services shall be prohibited.
- (g) Mobile Food Units may not operate, stop, stand or park in any area that impedes the use of the right-of-way that is intended for use by vehicular travel or that in any way impedes the use of the right-of-way or that presents an unsafe condition for any patron, pedestrians, or other vehicles.
- (h) Mobile Food Units shall provide adequate trash/recycling receptacles and all waste shall be removed by the Mobile Food Unit at the close of business.
- (i) Fueling of Mobile Food Units or associated generators shall not be permitted on the host site.
- (j) Amplified music or other sounds from any Mobile Food Unit may not at any time unreasonably disturb nearby residents, businesses, pedestrians or vehicles.
- (k) Any property owner or tenant that permits a Mobile Food Unit to operate or park on the property without a Mobile Food Unit Permit for that location shall be in violation of this section.
- (l) The City reserves the right at all times to require a Mobile Food Unit to relocate to an alternate location or cease to operate as determined by the enforcement official if the approved location needs to be used for emergency purposes or other public benefit or if in the opinion of the enforcement officer the Mobile Food Unit presents a safety hazard to the public.
- (m) Mobile Food Units shall adhere to all applicable parking regulations.
- (n) If a Mobile Food Unit has open or outstanding violations or suspensions in any jurisdiction, the City may suspend the Mobile Food Unit Permit until the suspensions or outstanding violations are remedied.
- (o) No Mobile Food Unit Operator or its employees or agents shall:
 - (1) Sell food items, display food items, or conduct vending operations to the occupants of vehicles stopped in traffic;
 - (2) Display food items or place lines or other devices for the display of food items on any building or on any utility pole, planter, tree, trash container, or other sidewalk fixture;
 - (3) Place any food items in or upon any street or sidewalk;
 - (4) Conduct business without making available a container suitable for the placement of litter and without cleaning up any litter generated by the food service operator or in the area of the food service operation;
 - (5) Smoke or vape in or within ten (10) feet of the unit;
 - (6) Use generators that produce more than sixty (60) decibels of noise;
 - (7) Utilize the City's electrical outlets, if available, unless allowed by the City and all fees and costs set by the City Administration are paid in advance.
- (p) All mobile food service operations and or their employees or agents shall:
 - (1) Conspicuously display evidence of their mobile food service operation permit issued pursuant to this Chapter;
 - (2) Be constructed to internally store and contain all grease and waste water for proper disposal, to prevent ground water contamination, and to prevent discharge of any waste water onto the ground or into any storm water sewer within the City;

- (3) Obey any lawful order of a police officer to relocate to avoid congestion or obstruction during an emergency;
- (4) Comply with all requirements of applicable state and local law, including, without limitation, the City's Fire prevention code, the State of Ohio Fire Code, the Ohio Department of Commerce regulations, the Ohio Uniform Food Safety Code, Ohio Department of Health's certification in food protection rule, and the City's traffic and zoning codes;
- (5) Exercise reasonable care to ensure that operations do not create a health or safety hazard to customers, other users of the sidewalks and streets, or persons on abutting property; and
- (6) Operate in any manner that blocks, obstructs, or restricts the free passage of vehicles or pedestrians in the lawful use of the sidewalks or highways or ingress or egress to the abutting property. Mobile Food Vendors shall maintain a clear path of travel on any sidewalk pursuant to the Americans with Disabilities Act, as amended ("ADA") free of customer queuing, signage and/or all portions of the vehicle for clear movement of pedestrians.

813.07 ENFORCEMENT AND PENALTY.

- (a) The provisions of this section shall be enforceable by the Perrysburg Police Division and the Perrysburg Fire Division.
- (b) Whoever violates any provision of this Chapter is guilty of a minor misdemeanor for a first offense, and for a second or subsequent offense, shall be guilty of a misdemeanor of the fourth degree.
- (c) A Mobile Food Unit Operator found in violation of any provision of this chapter shall have their Mobile Food Unit Permit immediately suspended by the City and shall not be allowed to do business within the City of Perrysburg until all violations are cured, any penalties are finalized, and/or the suspension is lifted by the City Administrator. The Mobile Food Unit Operator shall immediately cease operations within the City of Perrysburg until such time as the Mobile Food Unit Operator is issued a valid permit for operations.
- (d) No Mobile Food Unit Operator shall be permitted to operate any Mobile Food Unit within the City for any permit year in which it has been found in violation under this Chapter on more than two occasions.
- (e) Should any provision of this Chapter be held invalid by a court of competent jurisdiction, then such provision shall be considered separate and apart from the remaining provisions, which shall remain in full force and effect.

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Resolution 86-2025

DATE: September 16, 2025



Subject Matter/Background

The Department of Public Utilities requires a new front-end loader to support daily operations. The City of Perrysburg is a member of the Sourcewell cooperative purchasing program and received a quote under Contract #011723-JDC for a John Deere 524 P-Tier Wheel Loader.

The total cost of the equipment is Two Hundred Fourteen Thousand Four Hundred Seventy-Eight Dollars and Fourteen Cents (\$214,478.14).

According to Ohio Revised Code §721.15 it is necessary to dispose of property valued at over One Thousand Dollars after determining the property is no longer needed for municipal purposes. Murphy Tractor and Equipment Co. has offered a trade-in value of Forty Thousand Dollars and Zero Cents (\$40,000.00) for a 2017 John Deere 324k Loader, reducing the purchase price of the John Deere 524 P-Tier Wheel Loader to One Hundred Seventy-Four Thousand Four Hundred Seventy-Eight Dollars and Fourteen Cents (\$174,478.14).

This Resolution authorizes the trade-in and purchase agreement with Murphy Tractor and Equipment Co. at an amount not to exceed One Hundred Seventy-Four Thousand Four Hundred Seventy-Eight Dollars and Fourteen Cents (\$174,478.14).

Financial Review

Account: 5401-61814-55299 & 5402-61826-55299

Legal Review

These resolutions have been reviewed and are appropriately before you.

Recommendation

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

RESOLUTION 86-2025

**A RESOLUTION AUTHORIZING A PURCHASE AGREEMENT
WITH MURPHY TRACTOR AND EQUIPMENT CO. FOR THE
PURCHASE OF A JOHN DEERE 524 P-TIER WHEEL LOADER FOR
THE DEPARTMENT OF PUBLIC UTILITIES IN AN AMOUNT NOT
TO EXCEED ONE HUNDRED SEVENTY-FOUR THOUSAND FOUR
HUNDRED SEVENTY-EIGHT DOLLARS AND FOURTEEN CENTS
(\$174,478.14), AS WELL AS ALLOWING THE TRADE-IN OF
EQUIPMENT NO LONGER NEEDED FOR MUNICIPAL
PURPOSES; AND DECLARING AN EMERGENCY**

WHEREAS, the Department of Public Utilities is in need of a new front-end loader; and,

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

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

WHEREAS, under the Sourcewell Contract #011723-JDC, the quote for a John Deere 524 P-Tier Wheel Loader with an extended warranty is Two Hundred Fourteen Thousand Four Hundred Seventy-Eight Dollars and Fourteen Cents (\$214,478.14), and;

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

WHEREAS, the Department of Public Utilities is no longer in need of a 2017 John Deere 324k Loader (VIN: 1LU324KXEZB042203) that has ceased functioning. The value of the equipment has been determined to be over One Thousand Dollars; and,

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

WHEREAS, Murphy Tractor and Equipment Co. has offered a trade-in amount of Forty Thousand Dollars and Zero Cents (\$40,000.00) for the 2017 John Deere 324k Loader (VIN: 1LU324KXEZB042203) that is no longer needed for municipal purposes; and

WHEREAS, the trade-in amount offered by Murphy Tractor and Equipment Co. will be assessed towards the total cost of the John Deere 524 P-Tier Wheel Loader,

bringing the total contract price down to One Hundred Seventy-Four Thousand Four Hundred Seventy-Eight Dollars and Fourteen Cents (\$174,478.14).

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

SECTION 1. City Council hereby authorizes the trade-in of the 2017 John Deere 324k Loader (VIN: 1LU324KXEZB042203) that is no longer needed for municipal purposes to Murphy Tractor and Equipment Co., who is offering Forty Thousand Dollars and Zero Cents (\$40,000.00).

SECTION 2. City Council hereby authorizes the Mayor and Director of Finance to enter into a Purchase Agreement with Murphy Tractor and Equipment Co. for the purchase of a 524 P-Tier Wheel Loader in an amount not to exceed One Hundred Seventy-Four Thousand Four Hundred Seventy-Eight Dollars and Fourteen Cents (\$174,478.14) as outlined in the quote attached hereto and incorporated herein as Exhibit A.

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

President of Council

Mayor

PASSED: _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR

Quote Id: 32788281

Prepared For:

CITY OF PERRYSBURG WATER DIVISION



Prepared By: **AARON MITTENDORF**

Murphy Tractor & Equipment
9400 Bass Pro Blvd.
Rossford, OH 43460

Tel: 833-910-4475
Mobile Phone: 419-351-3834
Email: amittendorf@murphytractor.com

Date: 06 May 2025

Offer Expires: 25 October 2025

Confidential



Quote Summary

Prepared For

CITY OF PERRYSBURG WATER DIVISION
211 E BOUNDARY ST
PERRYSBURG, OH 43551
Business: 419-872-8050

Prepared By

AARON MITTENDORF
Murphy Tractor & Equipment
9400 Bass Pro Blvd.
Rossford, OH 43460
Phone: 833-910-4475
Mobile: 419-351-3834
amittendorf@murphytractor.com

Sourcewell Contract 011723-JDC

Quote Id: 32788281
Created On: 06 May 2025
Last Modified On: 02 September 2025
Expiration Date: 25 October 2025

Equipment Summary

Selling Price Qty Extended

2025 JOHN DEERE 524 P-Tier
Wheel Loader -
1DW524PBPSLA25876

\$ 211,959.14 X 1 = \$ 211,959.14

John Deere Extended Warranty-48
months 2000 hrs. PT&Hyd.
Warranty

\$ 2,519.00 X 1 = \$ 2,519.00

Sub Total

\$ 214,478.14

Equipment Total

\$ 214,478.14

Trade In Summary

Qty Each Extended

2017 JOHN DEERE 324K LOADER -
1LU324KXEZB042203

1 \$ 40,000.00 \$ 40,000.00

PayOff

\$ 0.00

Total Trade Allowance

\$ 40,000.00

Trade In Total

\$ 40,000.00

Quote Summary

Equipment Total \$ 214,478.14

Trade In \$ (40,000.00)

SubTotal \$ 174,478.14

Est. Service Agreement Tax

Total \$ 174,478.14

Balance Due

\$ 174,478.14

Salesperson : X _____

Accepted By : X _____

Confidential

Selling Equipment

Quote Id: 32788281

Customer: CITY OF PERRYSBURG WATER DIVISION

2025 JOHN DEERE 524 P-Tier Wheel Loader - 1DW524PBPSLA25876

Selling Price
\$ 211,959.14
Hours: 2

Stock Number: 250546

Code	Description	Qty	Unit	Extended
6022DW	2025 JOHN DEERE AH, 3.0 CY, HV, HL, SCALE TRIAL 6022DW	1	\$ 273,811.00	\$ 273,811.00
Standard Options - Per Unit				
183N	JDLINK	1	\$ 0.00	\$ 0.00
0202	United States	1	\$ 0.00	\$ 0.00
0259	English	1	\$ 0.00	\$ 0.00
0351	Translated Text Labels	1	\$ 0.00	\$ 0.00
0402	Agriculture Material Handling	1	\$ -1,433.00	\$ -1,433.00
0452	High Lift ZBAR	1	\$ 4,417.00	\$ 4,417.00
0613	Level 3 Trim	1	\$ 7,818.00	\$ 7,818.00
0655	Level 2 Performance	1	\$ 4,886.00	\$ 4,886.00
0951	Rear Camera Primary Display	1	\$ 0.00	\$ 0.00
1100	Less Detection System	1	\$ 0.00	\$ 0.00
1210	Premium Package Radio	1	\$ 400.00	\$ 400.00
1301	Left Side Steps	1	\$ 0.00	\$ 0.00
1862	Level 2 Fleet Health	1	\$ 0.00	\$ 0.00
2205	SmartWeigh Ready Trial	1	\$ 930.00	\$ 930.00
2261	8 IN 203mm Touchscreen Display	1	\$ 0.00	\$ 0.00
2300	Less Secondary Display	1	\$ 0.00	\$ 0.00
4065	John Deere 4.5L FT4SV	1	\$ 0.00	\$ 0.00
5121	No Brand Preference 20.5R25 L3 1Star Radial Tires w 3 PC Rims	1	\$ 15,211.00	\$ 15,211.00
5552	Standard Front Fenders	1	\$ 0.00	\$ 0.00
6522	Standard Hitch w Pin Rear Counterweight	1	\$ 0.00	\$ 0.00
7026	Joystick Controls	1	\$ 0.00	\$ 0.00
7054	Three Function Hydraulics	1	\$ 2,377.00	\$ 2,377.00
7404	Hydraulic Coupler HiVisISO Pattern	1	\$ 8,407.00	\$ 8,407.00
7458	BoltOn Cutting Edge	1	\$ 1,052.00	\$ 1,052.00
7500	Less Fork Frame	1	\$ 0.00	\$ 0.00
7700	Less Tines	1	\$ 0.00	\$ 0.00

Selling Equipment

Quote Id: 32788281

Customer: CITY OF PERRYSBURG WATER DIVISION

7822	3.00 YD 2.30 CM Enhanced Performance	1	\$ 10,699.00	\$ 10,699.00
8042	Axle Oil Cooling and Filtration	1	\$ 2,885.00	\$ 2,885.00
8065	Cold Weather Starting	1	\$ 259.00	\$ 259.00
8295	Heated And Powered Exterior Mirrors	1	\$ 758.00	\$ 758.00
8501	Debris Package	1	\$ 3,476.00	\$ 3,476.00
8502	Maintenance and Service Package	1	\$ 629.00	\$ 629.00
8505	Guards Transmission Bottom	1	\$ 2,167.00	\$ 2,167.00
8508	Auxiliary Equipment Package	1	\$ 1,193.00	\$ 1,193.00
9709	20.5R25 L3 1Star Radial Tires w 3 PC Rims No Brand Preference	1	\$ 0.00	\$ 0.00
Standard Options Total				\$ 66,131.00
Service Agreements				
	John Deere Extended Warranty - 48 months 2000 hrs. PT&Hyd. Warranty	1	\$ 2,519.00	\$ 2,519.00
Service Agreements Total				\$ 2,519.00
Suggested Price				\$ 349,993.00
Customer Discounts				
Customer Discounts Total			\$ -135,514.86	\$ -135,514.86
Total Selling Price				\$ 214,478.14

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Resolution 87-2025

DATE: September 2, 2025



Subject Matter/Background

The City of Perrysburg is in need of architectural and design services for the renovation of certain municipal facilities. A Request for Qualifications (RFQ) was issued on July 2, 2025 for a firm for the project. Six (6) submittals were received, evaluated, and ranked and The Collaborative Inc. was the top ranked firm, selected as the most qualified based upon the firm's experience and professional expertise.

The total cost of the project is expected to be One Million Two Hundred Sixty Thousand Nine Hundred Fifty Dollars and Zero Cents (\$1,260,950.00).

This Resolution authorizes the Mayor and Director of Finance to accept the proposal and enter into an agreement with The Collaborative Inc. in an amount not to exceed One Million Two Hundred Sixty Thousand Nine Hundred Fifty Dollars and Zero Cents (\$1,260,950.00) for renovations to the certain Municipal properties.

Financial Review

Account: 4403-11755-55999

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

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

RESOLUTION 87-2025

**A RESOLUTION ACCEPTING THE PROPOSAL AND
AUTHORIZING AN AGREEMENT WITH THE COLLABORATIVE
INC. IN AN AMOUNT NOT TO EXCEED ONE MILLION TWO
HUNDRED SIXTY THOUSAND NINE HUNDRED FIFTY DOLLARS
AND ZERO CENTS (\$1,260,950.00) FOR ARCHITECTURAL AND
DESIGN SERVICES RELATED TO THE RENOVATION OF
CERTAIN MUNICIPAL FACILITIES; AND DECLARING AN
EMERGENCY**

WHEREAS, the City of Perrysburg is in need of architectural and design services for the renovation of certain municipal facilities; and,

WHEREAS, a Request for Qualifications (RFQ) was issued on July 2, 2025 for a firm for the project. Six (6) submittals were received, evaluated, and ranked and The Collaborative Inc. was the top ranked firm, selected as the most qualified based upon the firm's experience and professional expertise; and,

WHEREAS, the total cost of the project is expected to be One Million Two Hundred Sixty Thousand Nine Hundred Fifty Dollars and Zero Cents (\$1,260,950.00); and,

WHEREAS, at its August 27, 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 The Collaborative Inc. in an amount not to exceed One Million Two Hundred Sixty Thousand Nine Hundred Fifty Dollars and Zero Cents (\$1,260,950.00) architectural and design services for the renovation of certain municipal facilities, 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

THE COLLABORATIVE + ACOCK

August 18, 2025

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

RE / City of Perrysburg: Various Building Renovations

Dear Brian,

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

UNDERSTANDING OF THE PROJECT

As an outcome of the comprehensive planning and study that was recently completed, the project consists of the renovations of the following buildings :

- River Road MOB - 28442 E. River Rd
- Municipal Building at 201 West Indiana Ave
- Police Station at 330 Walnut
- Engineering Division at 127 W. Fifth St.

The established construction budget from the study for all 4 projects is anticipated to be approximately \$14,000,000 with an alternate scope of an additional \$2,000,000.

SCOPE OF SERVICES:

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

- Planning
- Architecture and Landscape Architecture (by The Collaborative)
- Structural Engineering (by Andrew Brock)
- Mechanical, Electrical & Plumbing Engineering (by Fishbeck Engineering)
- Civil Engineering (by Mannik+Smith Group Engineering)

PROCESS: FULL-SCOPE A/E SERVICES

Completion of Schematic Design Phase

- Based upon the approved Conceptual Design documents and the approved Conceptual Cost Estimate, we will provide Schematic Design documents. These documents will include:
 - Site Plan(s)
 - Building Plans
 - Building Sections
 - 3D Views as necessary to convey intent
 - Mechanical, Electrical & Plumbing evaluations & narratives
 - Civil Engineering (stormwater & utilities) narratives
 - Structural evaluation, narratives & simple framing schematics
- This proposal assumes (5) design meetings.
- We will assist the team in establishing schedule options.
- Support the Owner's Construction Manager in the preparation of a Schematic Design estimate.

Design Development Phase

- TC will develop Design Development Documents based on approved Schematic Design Documents and Owner-approved estimate. During this phase of the project we will illustrate and describe the refinement of the design, including the following:
 - Establish the project scope and functional relationships.
 - Finalize layout & construction system types.
 - Finalize square footage requirements by means of plans, sections, elevations, and typical construction details.
 - The documents shall also include specifications that identify major materials and building systems and establish, in general, the quality levels for each.
 - Provide Structural, Electrical and Mechanical Construction Documents and Technical Specifications for the project, including all lighting, power, HVAC, plumbing and fire protection (as necessary).

- Meet with the Owner's Core Team during Design Development - (up to five (5) meetings).
- Work with Owner's preferred furniture vendor in recommendation of types & quantities of furnishings as well as finish selections.
- Support the Owner's Construction Manager in the preparation of a Design Development estimate.

Construction Documents Phase

- The Construction Documents shall set forth in detail the requirements for construction of the project, including drawings and specifications that establish, in detail, the quality levels of materials and systems required for the project.
- Develop and prepare Bidding and Procurement Documents as necessary.
- TC will submit documents to Authority Having Jurisdiction to attain the necessary permitting and approvals to bid and construct the Work. This process typically takes between 6-8 weeks for initial review.
- Meet with the Owner's Core Team during Construction Documents - (up to four (4) meetings).
- Work with Owner's preferred furniture vendor in recommendation of types & quantities of furnishings as well as finish selections.

Bidding Phase

- Prepare technical information for Bid Documents for the project.
- Contribute to required public advertising materials on behalf of Owner
- Answer inquiries during the Bidding Phase regarding the information contained on the Bid Documents.
- Provide technical information for Addenda to the Construction Documents during the Bidding Phase.
- Participate in a Pre-Bid Meeting
- Assist Construction Manager in the evaluation and award recommendation of the bids.

Construction Administration Phase

- This proposal assumes that Construction will be executed over two phases and a total time period of up to 24 months.
- Up to (2) visits per month to the project site to observe the quality of the work and determine if construction is progressing in accordance with the Contract Documents. (It is assumed that in early phase of construction only 1 visit per month will be needed.)
- Additional visits to the project sites beyond two (2) will be provided, as requested by The City of Perrysburg, at standard hourly rates.
- Attendance at weekly OAC project meetings during heavy construction activities, virtual attendance, if necessary, will be communicated in advance.
- Review and process all submittals and shop drawings (two reviews) for the project.
- Respond to Contractor Requests for Information.

- Prepare Bulletins and Change Orders as required.
- Review monthly Payment Applications from Construction Manager.
- Assist Construction Manager in preparing a Final Punch List for the Project.
- Prepare Certificate of Substantial Completion and process project Close-Out documents.
- Facilitate the transfer of Manuals and Warrantee Information and any training required under the Specifications.
- Participate in a building walk-thru near the end of the building warrantee period.

SCHEDULE

Service Durations will be roughly as presented in the study phase, which is attached as an exhibit to this proposal.

COMPENSATION

We propose that our fees as follows:

Completion of full A/E Services:

River Road	\$736,250
Municipal Building Base Scope	\$75,000
Municipal Building Alternate	\$127,500
Engineering	\$25,000
Police Station	\$157,500

Total	A Lump-Sum of	\$1,121,250
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Additional Services (not included in A/E Services total above)

Civil Engineering + Surveying	\$38,200
Acoustic and AV Design	\$45,000
Enhanced Field Verification (Matterport scan)	\$5,000
Reimbursable Expenses	\$26,500

FFE	TBD – approx. \$25,000
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FF&E Design Fees (optional)

- FF&E Services include:
- Layout and design of furnishing configurations, working in conjunction with the client constituent groups.
- Proposal of furnishing options for offices, collaborative spaces, meeting rooms and other ancillary areas
- Creation of a furnishing specification for use in procuring the furnishing package.

- Construction Observation services for FFE installation.
- Review of installations and preparation of FFE punch-list for installer

FF&E design service fee of 7.5% of the planned FF&E budget, should the client choose to engage a furnishing procurement company to work directly with the team in lieu of competitively bidding the work to multiple FFE procurement companies.

CLARIFICATIONS

- Hazardous Materials Surveys / Assessments are not included
- Site Surveying is included in the Civil Additional Service fee

REIMBURSABLES

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

FORM OF CONTRACT:

If the above services, fees and Terms and Conditions are satisfactory to you, we will prepare an AIA, B133-2019 Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition.

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

All the very best,



Ray D. Micham, AIA

Architect / Principal

RDM / jtf



Justin Fogle

Architect / Associate

